



Administrative Committee Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

3:00 PM

Council Chambers

September 10, 2018

206 E. Third St.

Action Items

1. Approval Of Administrative Committee August 27, 2018 Minutes (ACTION ITEM) – Laurie M. Hopkins

Documents:

[ADMIN MINUTES OF AUG 27, 2018.PDF](#)

2. Funding Request From Sojourners' Alliance (ACTION ITEM) - Gary J. Riedner

The City of Moscow has received a request from Sojourner's Alliance for one-time funding assistance. Sojourner's Alliance provides transitional housing as described in the attached memo. The request is for \$7,000 for assistance with the purchase and installation of security systems to be installed at Sojourner's facilities. These additional security systems will assist in the safety of Sojourner's staff and residents, as well as preventing potential damage to the facilities.

Staff is requesting direction from the City Council to fund Sojourner's request for financial assistance for the installation of security systems in the amount of \$7,000 from Legislative Non-Prioritized Projects 101-010-10-670-16. The remaining balance available is \$7,651.00

PROPOSED ACTIONS: Receive request and provide Staff direction.

Documents:

[SOJOURNERS ALLIANCE REQUEST.PDF](#)

3. Walmart Foundation - Community Grant Program - Shop With A Cop (ACTION ITEM) - Alisa Anderson / James Fry

The Moscow Police Department is seeking approval to submit a request to the Walmart Foundation under their Community Grant Program for \$2,500 to host the third annual Shop with a Cop event to assist less fortunate children that live in Latah County purchase gifts for their families for Christmas. This

program will not only make resources available for children to purchase gifts, but will also encourage community collaboration among local businesses, families and law enforcement. If awarded the grant request, the event is scheduled to be held at the Moscow Walmart on December 8, 2018. The City of Moscow has applied and been awarded \$2,500 for this event in 2016 and 2017.

PROPOSED ACTIONS: Recommend approval to submit a grant request to the Walmart Foundation Community Grant Program for \$2,500 to host the third annual Shop with a Cop event in Moscow, or provide Staff further direction.

Documents:

[SHOP WITH A COP GRANT.PDF](#)

4. Styner/Hwy 8 Billboard Lease Termination Request (ACTION ITEM) - Dwight Curtis

There is an advertisement billboard at the corner of Styner Avenue and State Highway 8, situated on City pathway property (see attached photo). The billboard was originally installed when the property belonged to Palouse River and Coulee City Railroad, Inc., under a 20 year lease agreement with Northwest Outdoor Advertising, inc. The City acquired the property in 2005, maintaining the lease. There was discussion at the time of the City's acquisition of the property, to terminate the advertising lease at the end of its present term; October 31, 2018. The current billboard is a preexisting non-conforming use; under current City zoning regulations, a billboard could not be constructed on the current site.

PROPOSED ACTIONS: Recommend termination of the existing billboard lease agreement with Northwest Outdoor Advertising, effective October 31, 2018, including the removal of the structure as per the lease agreement, or provide Staff further direction.

Documents:

[BILLBOARD LEASE.PDF](#)

5. Pedestrian Easement Memorandum Of Understanding With Blum Enterprises Inc. (ACTION ITEM) – Gary J. Riedner

Mr. Noel Blum recently purchased the former Dumas Seed Warehouse property located between Almon and Asbury Streets and adjacent to A Street. During a recent transaction to sell the brick powerhouse building and property (as proposed in the recently approved lot division) it was discovered that there was a unique easement that was granted via a quit claim deed dated in 1932, which granted an irregular shaped 16 foot wide easement for both private and public use as a public thoroughfare. Based upon the shape of the legal description of the easement, it appears that the easement might have been intended to extend a private alley between Asbury and Almon Streets out to Almon Street. Mr. Blum anticipates the need to pursue a quiet title action to extinguish the easement and remove the encumbrance from the property and is seeking the City's support. Mr. Blum is proposing to relocate the easement to a location along the southern property boundary to provide a pedestrian easement to cross the subject property providing an easement of

much greater utility in creating a pedestrian route east-west from First Street to the east and Lillian Woodworth Otness Park to the west. In exchange, the City would provide a letter of support to Mr. Blum supporting the termination of the 1932 easement and any interest that the City may have in the easement. The City Attorney and Mr. Blum's attorney have prepared a Memorandum of Understanding (MOU) documenting this agreement for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Memorandum of Understanding with Blum Enterprises Inc., or provide Staff further direction.

Documents:

[BLUM PED EASEMENT MOU.PDF](#)

6. Educational Uses In Central Business District Survey (ACTION ITEM) - Gary J. Riedner

During the recent Zoning Code update that was approved by the City Council on May 21, 2018, questions were raised by the Council regarding the allowance of Educational Institutions (colleges and universities) within the Central Business Zoning District (CBZD). The City Council approved the Zoning Code amendment as presented, but requested that the Administrative Committee of the City Council continue the discussion regarding the allowance of educational uses within the CBZD. On August 20, 2018, staff provided a presentation upon the history of the CBZD and the 2005 City Code amendment that addressed educational uses including schools, commercial schools and educational institutions within the CBZD to City Council. At that meeting, Council provided direction to staff to develop a survey for the community and property owners and businesses operating within the CBZD. A draft of that survey instrument has been prepared for the Committee's review. The draft survey instrument includes questions designed to gauge the perceptions of the community and property owners and businesses operating within the CBZD in regards to a) current public/private universities and colleges in the CBZD and b) additional or expanded public/private universities and colleges in the CBZD.

PROPOSED ACTIONS: Receive draft survey instrument and provide Staff direction.

Documents:

[EDUCATIONAL USES CBD SURVEY.PDF](#)

Reports

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



Administrative Committee

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
August 27, 2018

3:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 3:00 PM

PRESENT: Gina Taruscio Chair, Art Bettge Councilmember, Anne Zabala Councilmember (3:03 PM)

OTHERS: Mayor Lambert, Council Member Brandy Sullivan

STAFF: Gary J. Riedner, Jesse Flowers, Bill Belknap, Renee Tack, James Fry, Tom Picarella, McKensie Fosberg, Kathleen Burns, Mia Vowels, Laurie M. Hopkins

1. Approval of Administrative Committee August 13, 2018 Minutes – Laurie M. Hopkins

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Gina Taruscio, Art Bettge
ABSENT:	Anne Zabala

2. Moscow Police Department Explorer Program – James Fry

The Moscow Police Department is seeking to establish a Moscow Explorer Program. The purpose of this program is to provide young people with the opportunity to volunteer within the community, learn about a career in law enforcement and to build strong youth leaders through core values of service, pride, integrity, compassion and excellence. If approved, the program will commence on October 1, 2018, with background checks and interviews occurring prior to this date.

PROPOSED ACTIONS: Recommend approval of the Moscow Police Department Explorer Program or provide staff further direction.

Fry introduced McKensie Fosberg, School Resource Officer who participated in a similar program in high school. She went through the goals of the program with volunteering being a main component of the program. Requirements include ages 14-18, resident of Latah Council, GPA of 2.0 or higher and insurance coverage. The structure of the program will be 6-8 participates with trainings twice a month. The explorers would attend events, serve the community, become a role model, and learn leadership skills. Taruscio likes that it is County wide. Bettge felt it would form a bridge between young people and law enforcement. Program kickoff is scheduled for October. The Committee recommended approval and that it be placed on the Council regular agenda.

3. Request for City to Provide I.S. Support to PEP – Jesse Flowers

Staff has been approached with a request from Partnership for Economic Prosperity (PEP) to provide IS support. PEP is located in leased space in the City-owned Intermodal Transit Center.

PROPOSED ACTIONS: Recommend approval of the Agreement for Computer Services between the City of Moscow and the Partnership for Economic Prosperity, or provide staff further direction

Taruscio recused herself from action on the item as she is the Executive Director for Partnership of Economic Development (PEP). Flowers explained staff has been reviewing Information Systems (IS) support for PEP. The PEP office is in a City owned building and the City supports the organization as a

Minutes Acceptance: Minutes of Aug 27, 2018 3:00 PM (Regular Items)

partner. The IS Department has the resources to cover IS support with existing structure and processes, computers, IS updates and email. The only real cost would be if software is needed, which PEP would reimburse. Riedner said SMART Transit is supported by a similar contract being in a City owned building as well. This allows a certain amount of support for an organization the City already supports. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Continue Providing I.S. Support to SMART Transit - Jesse Flowers

The Information Systems Department has been providing basic I.S. support to SMART Transit since 2014. The current contract is up for renewal and staff has worked with SMART Transit to make a few modifications to the contract to better meet the needs of both the City and SMART Transit.

PROPOSED ACTIONS: Recommend approval of the Agreement for Computer Services between the City of Moscow, Idaho and SMART Transit, or provide staff further direction.

Flowers explained the contract for support of SMART has been in place for the last four years. This renewal has a modification to include reimbursement of required licensing costs. Sullivan asked for clarification on the waiving of fees clause for the City. Riedner explained if SMART applies for FTA grants, the clause allows that portion to be used as their inkind requirement. The Committee recommended approval and that it be placed on the Council consent agenda.

Reports

ACLU Mural Update - Kathleen Burns

Burns reported the call for artists has been sent out and applications are due September 7, 2018. The first review by ACLU is scheduled for September 10, 2018. The second review is scheduled for September 17, 2018 by the Selection Committee. Committee members include George Skandalos and Carly Lilly, owners of the Moscow Hotel; Donna Woolston and Lauren McCleary, Moscow Arts Commission members; a Chamber representative; Sandra Kelly, Historic Preservation Commission and Human Rights Commission member, Roger Rowley representing arts at the U of I; and a U of I Law School representative. Kevin Kelpke will facilitate the final jury. He is also presenting on the project at the NOWPAC conference.

Adjourn

The meeting was closed at 3:19 PM

ADMINISTRATIVE COMMITTEE AGENDA**Meeting Date:** 09/10/2018**Title:** Funding Request from Sojourners' Alliance (ACTION ITEM)**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: The City of Moscow has received a request from Sojourner's Alliance for one-time funding assistance. Sojourner's Alliance provides transitional housing as described in the attached memo. The request is for \$7,000 for assistance with the purchase and installation of security systems to be installed at Sojourner's facilities. These additional security systems will assist in the safety of Sojourner's staff and residents, as well as preventing potential damage to the facilities.

Staff is requesting direction from the City Council to fund Sojourner's request for financial assistance for the installation of security systems in the amount of \$7,000 from Legislative Non-Prioritized Projects 101-010-10-670-16. The remaining balance available is \$7,651.00

STAFF RECOMMENDATION: Receive report and provide Staff direction.

PROPOSED ACTIONS: Receive report and provide Staff direction.

Necessary Resources/Impacts

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

Attachments

memo-Riedner;Sojourners Alliance Security System Funding Request 082018
Camera Bid

MEMORANDUM



To: Gary J. Riedner, City Supervisor
From: Jen Pfiffner, Assistant City Supervisor
c:
Date: August 23, 2018
Re: Sojourners Alliance Request for Funds

The City of Moscow has received a request for one-time funding assistance from Sojourners' Alliance. The request is for up to \$7,000 for assistance with security systems to be installed at the facilities Sojourners facilities. The security provisions are an enhanced system due to issues that have occurred at the facility in the past year. Instances include the attack on Steve Bonnar, Executive Director on July 10, 2017 from which he has just recently in August of 2018 returned to work full-time, as well as an intentionally set fire on December 19, 2017, for which construction to repair and replace the damaged facility has recently been completed.

Sojourners' Alliance has contributed \$3,800 and insurance has covered \$500 towards previous phases of installation including cameras on/in the main building. The bid (attached) for the remaining work to complete the security camera system including final installation is \$6,586. The bid includes an estimate for Gropp Electrical work which may be more or less which is the reason for requesting support in an amount not to exceed \$7,000. Other bids were received but were considerably higher than the bid provided by VGH. This final phase of installation will cover the required electrical, 6 cameras on 4 buildings and wiring on 5 previously installed cameras on the second building.

Sojourners' Alliance operates a transitional housing facility for homeless men, women and families, as well as a permanent housing program for homeless individuals and families with a diagnosed disability. Programs include long-term housing, supplemental food assistance, case management, counseling services, and referrals to other area agencies in an effort to help assist clients in becoming self-sufficient.

Sojourners' Alliance reports the following assistance was provided to the community from July 1 to June 30, 2018:

- Home Partnership Foundation - 17 households/53 individuals
 - o \$9,200 in support was given to assist with power shut off, eviction notice, water shut-off, and deposits
- RRS (Motel Vouchers) - 14 households/27 individuals
 - o 695 bed nights
 - o \$20,000 was used for six clients and another 8 households who were displaced due to the 2017 fire
- Project Warmth (10 housing units we have)
 - o 6,095 bed nights
 - o Rent and utilities paid on 10 apartments for clients
 - o \$70,000 in lease and utilities
- Transitional Housing (on-site)
 - o 3,211 bed nights
 - o The 2017 fire negatively impacted Sojourners' ability to provide transition housing
- Homeless Prevention/Rapid Re-Housing- 34 adults and 35 children
 - o \$30,000 has been used for first month's rent and deposit, power shut-off, water shut-off or eviction notice needs
- Syringa Trailer Court- 33 households/40 individuals
 - o \$13,200 has been provided to assist in resident transition

VGH Computer Service

INVOICE # 8718MSD
DATE: AUGUST 7, 2018

2002 W Pullman Road, Moscow, ID 83843
Phone 208-883-8372 Fax 208-883-1396
Todd@ivgh.com

EXPIRATION DATE OCT 28 ,2018

TO Sojourner's Alliance
Rebecca Rucker
Moscow, ID 84843
208-883-3438
Customer ID Soj

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Todd Green	Camera Upgrade	Net 15	

QTY	DESCRIPTION	PART #	MSRP	UNIT PRICE	LINE TOTAL
8	Trendnet Outdoor Bullet Camera	TV-IP314PI	249.00	139.00	1,112.0
1	Trendnet POE Gigabit switch 10 port	TPE-1020WS	294.00	229.00	229.0
2	Point to point NanoBeam Gen2 802.11Ac			185.00	370.0
2	Pole Mount			18.00	36.0
3	8TB Purple Hard drive	WD80PURZ		278.00	834.0
1	I7 CPU upgrade			225.00	225.0
1	8Gb Of DDR Memory			90.00	90.0
24	Onsite Service (only Charging in store rate)		85.00	60.00	1,440.0
1	Gropp Electric work Estimate			2000.00	2,000.0
1	Misc Cable's and Parts			250.00	250.0
				SUBTOTAL	6,586.0
				SALES TAX	0.0
				TOTAL	\$6,586.0

Attachment: Camera Bid (1811 : Funding Request from Sojourners' Alliance (ACTION ITEM))

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 09/10/2018**Title:** Walmart Foundation - Community Grant Program - Shop with a Cop (ACTION ITEM)**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: The Moscow Police Department is seeking approval to submit a request to the Walmart Foundation under their Community Grant Program for \$2,500 to host the third annual Shop with a Cop event to assist less fortunate children that live in Latah County purchase gifts for their families for Christmas. This program will not only make resources available for children to purchase gifts, but will also encourage community collaboration among local businesses, families and law enforcement. If awarded the grant request, the event is scheduled to be held at the Moscow Walmart on December 8, 2018. The City of Moscow has applied and been awarded \$2,500 for this event in 2016 and 2017.

The goal of the program is to have productive, personal interactions among law enforcement and the general public to include youth, alleviate misconceptions, and encourage positive change. The Shop with a Cop program will help reduce disconnect between children and law enforcement and facilitate an opportunity to have a positive impact on children who have not had a chance to meet and get to know a law enforcement officer.

The Moscow Police Department continues to collaborate with the Idaho State, Department of Health and Welfare, to organize a list of children and families to be selected for the event. Each child selected will be served a donated breakfast, paired with a law enforcement officer, and given a gift card to Walmart to purchase gifts for their family members as well as themselves. After gift selections are made, the children will be escorted to a designated area where Walmart employees will assist them in wrapping their gifts. Other law enforcement agencies who will be participating in this event include the Idaho State Police, Idaho Fish and Game, and Latah County Sheriff's Office.

STAFF RECOMMENDATION: Recommend approval to submit a grant request to the Walmart Foundation Community Grant Program for \$2,500 to host the third annual Shop with a Cop event in Moscow.

PROPOSED ACTIONS: Recommend approval to submit a grant request to the Walmart Foundation Community Grant Program for \$2,500 to host the third annual Shop with a Cop event in Moscow, or provide staff further direction.

Necessary Resources/Impacts

Attachments

Walmart Foundation



Our Focus

Giving people access to a better life. One community at a time.

It's our mission to create opportunities so people can live better. We consider it our responsibility to make a positive impact in the communities we serve. Whether it's through the grants, we provide to the thousands of organizations that share our mission or through the inspiring volunteer efforts of Walmart associates, we are passionate about helping people live better. One community at a time.

In Fiscal Year 2016, Walmart and the Walmart Foundation donated **more than \$1.4 billion** in cash and in kind. Associates also contributed more than **1.25 million** hours of their time outside of work to volunteer causes.

The Walmart Foundation meets the needs of the under-served by directing charitable giving toward our core areas of focus: [Opportunity](#), [Sustainability](#) and [Community](#).

Apply for Grants

Central to our commitment to operating globally and giving back locally are the grants we award to organizations of all sizes in communities around the globe.

Whether it's a small grant to a local school or a large grant to a hunger relief organization working across several states, we engage in opportunities that align with the Walmart Foundation's key areas of focus: [Opportunity](#), [Sustainability](#) and [Community](#).

Globally, Walmart and the Walmart Foundation gave \$1.4 billion in cash and in-kind contributions during fiscal year ending Jan. 31, 2017. And, we did it one grant and one community at a time.

Community Grant Program

Walmart believes in operating globally and giving back locally – creating impact in the neighborhoods where we live and work.

Community Giving Program Links

- [Frequently Asked Questions](#)
- [Community Grant Guidelines](#)

Through the Community Grant Program, our associates are proud to support the needs of their communities by providing grants to local organizations.

Before applying, please note:

- The 2018 grant cycle begins **Feb. 1, 2018** and the application deadline to apply is **Dec. 31, 2018**.
- Application may be submitted at any time during this funding cycle. Please note that applications will only remain pending in our system for 90 days.
- Awarded grants range from **\$250 to \$5,000**.

Organizations applying must meet one of the following criteria:

- An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Internal Revenue Code, listed in the IRS Master File that conduct activities in the United States.
- A recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A church or other faith-based organization with a proposed project that benefits the community at large such as food pantries, soup kitchens, clothing closets, etc.
- All organizations must verify that they meet the eligibility requirements. This may require submitting a support ticket through Cybergrants.
- Applications must be completed in full and submitted online to be considered.
- Submitting an online application does not guarantee funding.
- The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.

Please read the [Community Grant Guidelines](#) before beginning your application.

Community Grant Guidelines

Overview

- Community Grants range from a minimum of **\$250** to the maximum grant of **\$5,000**.
- Organizations must submit an [online application](#) to be considered for funding.
- The 2018 grant cycle begins **Feb. 1, 2018** and the application deadline is **Dec. 31, 2018**.
- Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.
- Organizations may only submit and/or receive 25 applications.

Eligibility Checklist

Organizations applying must meet the one of following criteria:

- An organization holding a current tax-exempt status under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conduct activities within the United States;
 - Excluding nationally sponsored organizations: American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way
- A recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A church or other faith-based organization with a proposed project that benefits the community at large such as food pantries, soup kitchens, clothing closets, etc.

Areas of Funding

There are 8 areas of funding for which an organization can apply. Please review the areas listed below to ensure your organization's goals fall within one of these areas.

- Hunger relief and healthy eating: Providing Federal or charitable meals/snacks for low income individuals and families in the United States
- Health and human service: Providing medical screening, treatment, social services, or shelters for low income individuals and families in the United States
- Quality of life: Improving access to recreation, arts or cultural experiences for low income individuals and families in the United States

- Education: Providing afterschool enrichment, tutoring or vocational training for low income individuals and families in the United States
- Community and economic development: Improving local communities for the benefit of low income individuals and families in the United States
- Diversity and Inclusion: Fostering the building of relationships and understand among diverse groups in the United States
- Public Safety: Supporting public safety programs through training programs or equipment in the United States
- Environmental sustainability: Preventing waste, increasing recycling or supporting other programs that work to improve the environment in the United States

Selection Process

- Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests. The deadline for manager review is Jan 4, 2019.
- Each facility manager may set the frequency and process in which application determinations are made.
- The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.
- Organizations will be notified of any decision via e-mail. All funding decisions are final.
- If an organization is approved, grant checks will be mailed directly to the recipient organization's address listed in the grant application. Please allow two to four weeks for delivery.
- In the event of being awarded a grant, organizations should contact their local facility from which funds were awarded to schedule a formal recognition event.

All grant applications are made subject to Walmart's review of the organization's reputation and activities and the organization's agreement to comply with Walmart's terms and conditions. Walmart reserves the right to decline funding to any organization based on Walmart's review of the organization's reputation and activities.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 09/10/2018**Title:** Styner/Hwy 8 Billboard Lease Termination Request (ACTION ITEM)**Responsible Staff:** Dwight Curtis

Information

DESCRIPTION: The advertisement billboard located at the corner of Styner Avenue and State Highway 8, is situated on City pathway property (see attached photo). The billboard was originally installed while the property belonged to Palouse River and Coulee City Railroad, Inc., under a 20 year lease agreement with Northwest Outdoor Advertising, inc. The City acquired the property in 2005, maintaining the lease. There was discussion at the time of the City's acquisition of the property, to terminate the advertising lease at the end of its present term; October 31, 2018. The current billboard is a preexisting non-conforming use; under current City zoning regulations, a billboard could not be constructed on the current site.

Attached is the Lease agreement with Northwest Outdoor Advertising, Exchange Agreement with Palouse River and Coulee City Railroad, Inc., Quitclaim Deed, and the City Council minutes from November 4, 2004 (see page 10-11 of minutes).

The City receives \$850 annually in revenues from the lease.

STAFF RECOMMENDATION: Recommend termination of the existing billboard lease agreement with Northwest Outdoor Advertising, effective October 31, 2018, including the removal of the structure as per the lease agreement.

PROPOSED ACTIONS: Recommend termination of the existing billboard lease agreement with Northwest Outdoor Advertising, effective October 31, 2018, including the removal of the structure as per the lease agreement, or direct Staff as deemed appropriate.

Necessary Resources/Impacts

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

Attachments

Billboard Photos 9-6-18

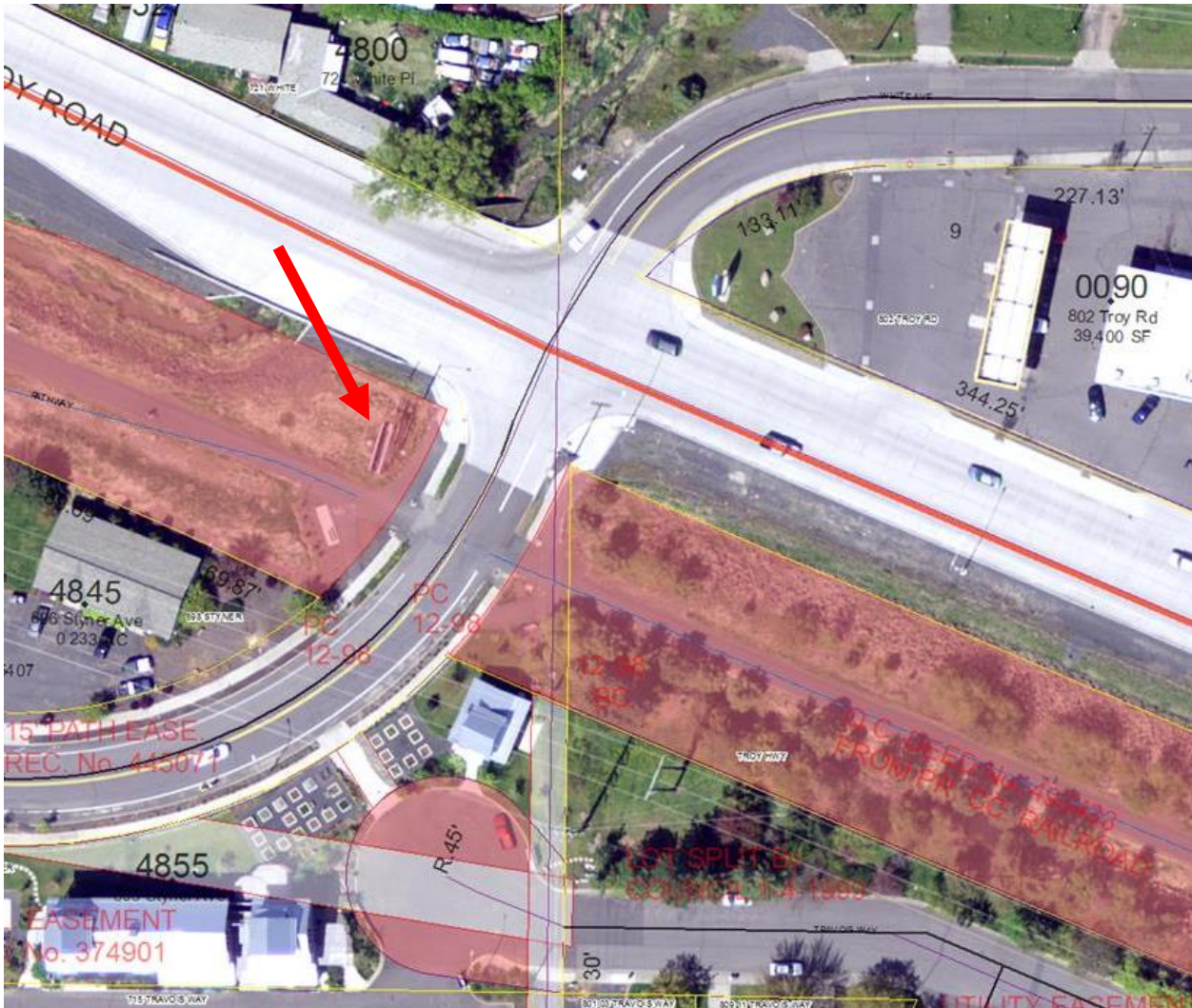
City Council Minutes 11-15-2004

Agreement with Northwest Outdoor Advertising

Exchange Agreement with Palouse River and Coulee City Railroad, Inc.

Quitclaim Deed for Pathway Property

Billboard materials



Attachment: Billboard Photos 9-6-18 (1805 : Styrer/Hwy 8 Billboard Lease Termination Request (ACTION ITEM))

**MINUTES
CITY OF MOSCOW
CITY COUNCIL SPECIAL MEETING
November 15, 2004**

Mayor Comstock called the meeting to order at 7:00 p.m. in the Council Chambers.

Attendance:

Councilmembers: John Dickinson, Nancy Chaney, Peg Hamlett, Linda Pall, JoAnn Mack

Staff Present: Gary J. Riedner, City Supervisor
Randy Fife, City Attorney
Les MacDonald, Public Works Director
Joel Plaskon, Community Development Director
Bill Belknap, Assistant City Supervisor
Stephanie Kalasz, City Clerk

Absent: Jack Hill

Mayor Comstock asked Councilmember Hamlett to lead the Pledge of Allegiance.

1. Consent Agenda: Any item will be removed from the consent agenda at the request of any Councilmember and that item will be considered separately later. Approval by roll call vote.

A. Approval of Minutes of November 1, 2004 – Stephanie Kalasz

B. Approval of Disbursement Report for October 2004 – Don Palmer

Public Works/Finance Committee reviewed accounts payable for October 2004 and recommends approval of the following:

General	\$445,067.80
Street	\$35,865.36
HUD Reserve	
Parks & Rec	\$71,288.30
1912 Center	\$2,966.71
Arts	\$ 7,537.20
Water Fund	\$47,724.29
Sewer Fund	\$58,118.17
Sanitation	\$6.00
Fleet Mgmt Fund	\$13,028.55
WWTP Construction	
Capital Projects	\$3,821.50
LID Construction	
Hamilton P&R	
Bond & Interest	
LID Special Assessment	
TOTAL	\$685,423.88

C. Reject Custodial Contract Bids – Roger Blanchard

On November 3, 2004, bids were opened for the City's custodial contract. Due to a miscommunication, staff recommends rejecting the bids and sending out a notice for the services to be rebid. Reviewed by the Administrative Committee on November 8, 2004.

ACTION: Reject Custodial Contract Bids.

D. Authorize Letter to UI President Tim White – Gary J. Riedner

The Human Rights Commission has asked the Council to review this letter and if approved, send it on to President White. Reviewed by the Administrative Committee on November 8, 2004.

ACTION: Approve letter.

E. Authorize Letter to Department of Environmental Quality Regarding Proposed Groundwater Recharge Regulations – Les MacDonald

Staff was requested to continue the ongoing discussion regarding the proposed Department of Environmental Quality (DEQ) "Guidelines for Development of a Ground Water Monitoring Program for Recharge Projects". This topic was discussed at the previous Public Works/Finance Committee meetings on October 11th, October 25th and November 8th and this final draft developed.

ACTION: Approve letter.

Pall asked for removal of 1E and Chaney removal of 1A. With the removal of items 1E and 1A, Hamlett moved and Pall seconded approval of the consent agenda. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Pall said the Public Works/Finance Committee has been discussing this issue for a few weeks now. She asked staff to give the information on the proposal to the Council. MacDonald said after the last Council meeting, the Public Works/Finance Committee looked at the draft letter and made revisions. It has been circulated among the Committee and additional edits were made. Pall asked if this version reflects the further revisions that were sent on Friday and was told that they were. Pall moved and Dickinson seconded approval of the letter.

Chaney said she thought there was need for some small changes and listed her proposed changes. Mack said the City was asked to give input on a monitoring program and this letter goes way beyond that. There are some items that may be appropriate in another letter to DEQ. The letter has quite a bit of information that is not actually relative to the program. She said she couldn't support voting on it in its current form.

Pall said we have worked hard on this as a Committee and the additions are well taken but she would like to see the Council move on.

Dickinson asked about Chaney's comments. Pall said she would like the letter to remain in its current form. Chaney said rather than see this lost, she would rather pass it in its current form.

Roll Call Vote: Ayes: 4. Nays: Mack. Abstentions: None. Motion carried.

On item 1A, Chaney proposed changes to the minutes on page 3 of 5. She moved and Pall seconded approval of minutes with changes. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Public Comment Period - For members of the Public to speak to the Council regarding matters **NOT on the Agenda and not currently pending before the Planning and Zoning Commission or Board of Adjustment**, please state your name and address for the record and limit remarks to three minutes. Time limit 15 minutes.

Isaac Myhrum, 618 W. A Street, President of the Associated Students of the U of I. He said he has been working on safety issues on campus. He said he is here to discuss the danger of students crossing the Moscow-Pullman Highway. Recently two students were hit on the highway while crossing at a crosswalk.

The vast majority of students cross in unmarked locations. The expansion of student housing expanded across the road has caused this problem as well as a lack of intersections equipped with crosswalks. Another factor is that a number of on-campus students cross the highway to go to businesses and with bad weather as a factor. He would like to partner with the City toward this project. He would like to have conversations with the City toward this end.

Mayor Comstock said he agrees with this and the City is having conversations with the U of I and ITD. Isaac said he would like to be involved in those conversations as well. Chaney said Mark McNeese of ITD will be at the University of Idaho and he should talk to him.

Roberta Radovich, 809 East E Street, is here to discuss the sidewalks. The sidewalks need to be repaired all through this area. It is not safe to walk on the sidewalks. She's had repeated sidewalk related injuries. She has sent letters of areas that have hazards. She said Mark Cook had presented the need to Council but the Council did not act on it. She discussed further the danger of the sidewalks and injuries that she has heard about in addition to the problem of access for people with disabilities.

Mayor Comstock said if another letter is sent, the Public Works Director will address the issue. He said MacDonald is coming up with a new proposal for sidewalks in the City. MacDonald said he shares these concerns. He said he can pull the old letter from the files. Riedner said the City has previously had a LID funding program for people to repair the sidewalk in front of their houses.

3. Presentation on Downtown Historic District Nomination – Joel Plaskon

The Moscow Historic Preservation Commission has been pursuing of establishment of a downtown commercial historic district for the past two years. Establishment of such a district was included as an action strategy in the 2002 Downtown Enhancement Plan, which was accepted by the City Council. On March 31, 2002, the Historic Preservation Commission was successful in gaining certified Local Government status for the City of Moscow, as recognized by the United States Department of Interior National Park Service and State of Idaho Historic Preservation Office (SHPO). If accepted by the National Park Service, the nomination would formalize a Downtown Commercial Historic District and be used as an opportunity for property owners to take advantage of Federal tax credits for renovation and rehabilitation and as an opportunity to promote the downtown for economic benefit, as well as for the social well being of the community. Reviewed by the Administrative Committee on November 8th, 2004.

ACTION: Accept report and nomination or take such other action deemed appropriate.

Plaskon explained the issue as written above. He introduced Tim Kinkeade. Kinkeade said the Historic Preservation Commission has been working on a downtown historic district and have received grant funds for a consultant. He introduced Suzanne Julin.

Suzanne Julin presented a map of the area to be included in the historic district. She said the downtown is very vital. She said this is the second survey Moscow has taken of the downtown area. She explained the criteria for a downtown historic district and how Moscow's downtown meets that criteria.

Julin said the benefits of having a downtown historic district include financial things such as tax credits for renovation, whether the building is contributing or non-contributing. There is one successful tax credit building in downtown now. Another benefit is pride in the project and area. It encourages people to fix up their buildings. It also increases knowledge of what the community is about and why things are the way they are. Commercial areas are becoming more important in terms of historic districts. People who have an interest in history also tend to spend money in those areas. She said gave an example of downtown Missoula and how that has changed. The motto of another city is "our past is present". There is another City that has revitalized their downtown and it has a very authentic mellow feeling.

Julin said every community has a section of town that tell a story about that place. Part of the reward is uncovering that story. She explained some of the history of downtown Moscow.

Mack said she heard the advantages and wondered if there are disadvantages. Julin said people worry about losing control of their buildings but owners do not lose any control unless the City decided to pass some type of Ordinance that would impose restrictions. The federal government would be restricted with what it can do to the area as well. Mack said only 10 percent of the buildings are currently listed. Julin said there have been several meetings with the business owners so they can express their concerns. She said additionally, each owner will get a letter saying that this is what they intend to do. She said everyone has been quite positive about the idea. He said the vast majority of business owners are aware of what is happening. Mack said 47% of the buildings are not contributing and wondered if that was a problem. Julin said districts that are 50 – 50 have been approved.

Chaney moved to receive the report, seconded by Pall. Motion passed by acclamation.

4. Rezoning hearing for 568 Pavel Court in the Area of City Impact – Joel Plaskon

Don Scheibe owns a residence at 568 Pavel Court on a 5.21 acre parcel of land located in the area of City impact. The property is situated on the east side of North Polk Extension and is zoned Agriculture/Forestry (AF) Zoning District. It is adjacent to lands zoned AF to the east, west and north and Suburban Residential (SR) to the south. It is approximately 100 yards north of the northerly City limit line. Mr. Scheibe has filed a rezoning application to rezone the property from AF to SR to be consistent with the lands on the south side of Pavel Court and to potentially divide the property in the future.

ACTION: After taking public input, recommend approval or denial of the application to the County or take such other action deemed appropriate.

Plaskon presented the issue as written above. He said this hearing is pursuant to the City's Area of City impact agreement with the County. He went over the proposal. He said this is adjacent to an existing SR zone. The Comp Plan map lists this as agricultural but there are various uses and zones in the area. Sometime in the future, a lot division is expected to come through after the new subdivision code is approved by the City and County. He said the Council needs to forward a recommendation to the County for them to consider in making their decision. Staff recommendation is to recommend approval of the request and suggested that Council have a reasoned statement for the recommended decision. He displayed photos of the subject area which included an aerial view of the area.

Mayor Comstock explained how the public hearing would be conducted and opened the hearing at 8:09 p.m.

Mrs. Heidi Scheibe, 568 Pavel Court, said they feel that this proposal is in compliance with other SR designations in the area. She said Mr. Scheibe had to attend a conference and could not be at the meeting.

Charles Craig, 585 Pavel Court, said he doesn't have a particular objection but he just found out that his zoning was changed from Ag to SR1. His second concern is that he has testified about not wanting to be annexed into the City. He said they don't ask for City or County services. He is concerned that the rezoning and adding housing to this area might hasten his annexation into the City. So if the request means that he will be annexed sooner, he is opposed to it.

There being no further testimony, the public hearing ended at 8:13 p.m.

Mack moved and Hamlett seconded to recommend approval of the rezoning. Pall said she isn't sure that this doesn't hasten the day that this section of town may be annexed to the City because it will become a more

urbanized area. If that is something that the City doesn't want to do then the current development standards should remain in affect and the rezone shouldn't be approved. She said if the Council thinks this is logically going to become a part of the City and that is where we are going, then approval should be recommended. Mayor Comstock said the request is for a Suburban Residential Zone which is not that different than an AG Zone and that is the only request being made. Riedner said there are two separate issues and it is assumed that the City will expand into the Area of City Impact. There is an annexation policy that the Council would look at regarding annexation. Pall said she just thinks clarity is important. Someone will come with a request for one acre lots. She said there are relatively short steps toward this eventually becoming part of Moscow. Chaney said the SR Zone is actually a holding zone toward development. Comstock said actually that is the Farm Ranch zone.

Dickinson asked about the current standard of the road. MacDonald said it is outside City jurisdiction but it is a gravel road and would meet County requirements. Dickinson said it is natural for annexation in the near future and he thinks it makes more sense in a larger chunk rather than a smaller chunk. He is concerned about the property owners between the City limits and the property. Mayor Comstock encouraged people to focus on the application not the annexation. Riedner said the Council would be the one to decide on annexation in the future and could deal with the issue at the time annexation is requested. Plaskon said the annexation policy states that the City will annex islands within the City limits that have a structure or if the owner requests annexation. The property currently has a 40 acre minimum lot size which is not compliant. He said the suggested rezone makes the lot closer to requirement.

Hamlett said this is appropriate and meets compliance. The Area of City Impact will probably be annexed at some time in the future. She thinks it should be approved.

Dickinson said one of the items in the reasoned statement is that the proposal is not conforming with the Comprehensive Plan which states that farm land should be saved. Hamlett said part of the property is already not being used as farm land. Pall said people in the County want to use their property as is most valuable to them. If the Council does approves this piece of property and then gets another piece with a similar request, soon there is "cookie cutting" within the City. It is a problem we face with rational development within the City. This is a good example of what the one acre parcels cause. Mack said, in answer to that, in the Comp Plan, it is appropriate to rezone from AG to SR, this is not a division or a plat. The Council is only looking at a rezone at this time. The other issues could be addressed at another time. Mayor Comstock said the property currently fits more in the SR designation.

Pall asked what the property owner would able to do with the rezone that they cannot currently do. Plaskon said in the ag/forestry zone there can be an accessory building and there can be a business. He said the SR Zone can be more restrictive. Pall asked if the land is going to stay exactly the way it is with a zone change. Plaskon said the difference is that the owner can apply to divide separate building lots. The right for a rural business and accessory structure would be lost. Roll Call Vote: Ayes: Chaney, Mack, Hamlett. Nays: Pall, Dickinson. Abstentions: None. Motion carried.

Mack said, regarding the reasoned statement, that per the Comp Plan 13-9 that SR or greater density is appropriate. Does not present impacts, the proposed zone already abuts SR. Proposed zone is not individual spot zoning. Serves the public interest because it is not solely for private gain and it is in the Area of City Impact. The proposal is suitable for the property. Size, type and density conforms with SR. She moved to accept the relevant criteria and standards to be forwarded to the BOCC. Hamlett seconded. Pall asked what the size type and development would be. Mack said the minimum lot size would not be less than an acre. Pall asked about that unduly burdening the neighborhood. Plaskon said the SR Zone has minimum depth requirements. He said other limitations affecting the property would include the existing house and the narrowness of one end of the property. There may a negotiation for a lot line adjustment with his neighbors in order to meet street frontage and access requirements. He said at best one additional lot or perhaps two could be made. Dickinson said he thinks there are problems with the size, type and density.

Chaney said the potential is there for sprawl but she approved because this because is just a rezone and it is next to SR Zoning as well. She expects that the Council will see this in the future and have these conversations about difficulties with the property.

Roll Call Vote: Ayes: Chaney, Mack, Hamlett. Nays: Dickinson, Pall. Abstentions: None. Motion carried.

5. Public Hearing - Annexation, Rezoning & Preliminary Plat 1025 N. Mountain View Road (Slonaker) – Joel Plaskon

Alan Slonaker owns a ten acre parcel of land located adjacent to City limits just north of the 90° easterly turn in North Mountain View Road. The property is zoned Suburban Residential (SR), which has a one acre minimum lot size. Mr. Slonaker desires to subdivide the property into approximately 15 one half acre single family residential lots and has therefore requested annexation and rezoning to Low Density Single Family Residential (R-1). The Planning and Zoning Commission conducted a public hearing on these matters on October 13, 2004, and recommended approval of the annexation and rezoning and denial of the preliminary subdivision plat.

ACTION: After taking public input, approve or deny application for annexation; approve or deny application for rezone; and approve or deny preliminary plat; or take such other action deemed appropriate.

Plaskon presented the issue as written above and discussed the different parts of the application. He explained how this conforms with the Comprehensive Plan. He said the SR zone is best for rural uses and the R-1 Zone is the closest the City has to conform with the proposed lot sizes. He said there is an east-west street proposed. The proposal would extend the utilities as well. He said the Subdivision Code calls for a 660 feet max between through streets. He said the proposed increase of 850 feet appears to be warranted because it is the closest the applicant can come to meeting Code. A cul-de-sac will be provided at the north end of the subdivision until the street is extended to neighboring land in the future. He explained that the Public Works Director has requirements to ensure safety on Mountain View Road. Plaskon displayed the preliminary plat. He displayed pictures of the topography in the area and an aerial photograph. He explained the zoning in the surrounding area. He said staff recommendation is to approve each element of the application. P&Z recommendation is to approve annexation and rezone but not the preliminary plat. They believe that the road should come from the 90 degree turn in Mountain View Road. He said others will address that issue in further detail. Plaskon said staff does not recommend approving only part of the request but all or nothing due to expectations of the applicant.

Mayor Comstock said he lives about 200 feet south of the subdivision but he doesn't think it will affect his decision making. Chaney said she is also within 600 feet but doesn't feel it will affect her judgment.

Mayor Comstock explained how he would conduct the hearing. The public hearing opened at 8:56 p.m.

Alan Slonaker, 2527 Fugate Road, Palouse, said he is a farmer and will continue to farm. He has an appreciation for the use of the land. He bought this land from the Trail Family trust to build a house. It was a lot more complicated than what he realized in the beginning. He still plans to live on one of those lots. He has no intention of doing this just to make money or have a negative impact on the neighborhood. He said these are probably lumped together is because he will withdraw the application if all three are not approved. He thinks this will be a positive impact on the community and staff has done homework on this area. He said there is a demand for this size of lot.

Gail Byers, 1116 Pinecrest Road, Moscow, said she was asked to research what kind of demand there would be for lots like this in the area. She said she hears over and over again that people would like to have this size lot because many developers want the smallest size lot possible. She said she can attest to the fact that there is demand for this size property.

Jack Hammond, 1708 G Street, Lewiston, Engineer on the project, said one of the challenges on this property is that it is a long rectangle. Putting a street system in a narrow piece of land so it doesn't look like a long rectangle is a challenge. He said there was a good compromise with City staff. They were asked by P&Z to look at the north-south leg at Mountain View and this was discussed with staff. The basic problem is that it would destroy the development concept.

Pall asked if Mountain View was continued through, a lot of earth would have to be moved. Hammond said they would have to put in a huge amount of fill and Mr. Slonaker doesn't own part of the right-of-way and there are some transformers(?) that would have to be moved. Pall asked if the 8 foot planter strips had been accounted for. Mr. Hammond said that can only enhance what they have planned and has been considered. Chaney asked about the jog in the property line. Hammond said it is due to the topography because it drops off to the east. Plaskon said it is a glitch in the City map.

There being no more testimony in favor of the application, Mayor Comstock asked for testimony in opposition.

Jim Prall, 1091 Yomens Lane, said he owns the land next to the proposed development. He said there are accidents at the 90 degree turn on Mountain View very often. He thinks there will be a problem even with the current configuration of the subdivision road entering on to Mountain View Road. Neighbors are concerned about the safety of the additional traffic.

Helen Wooten, 1231 N. Mountain View Road, said the City is slowly creeping out in this area. She expressed concern about adding 15 homes with 3 car garages which would add 45 cars coming on to Mountain View Road. There are no sidewalks on Mountain View Road and she is concerned about how this kids will get to school.

Dusty Well, who rents property at 1091 Mountain View, said the road will go right by his bedroom and he wouldn't like it.

Evan Holmes, 125 N. Garfield, said he has questions that weren't addressed. He said this is a good proposal for the property. The bigger lot size is called for but there would have to be a view triangle for visibility. Yomans Lane will become a collector and the plat on the engineering will have to allow for that. He said the potential connectivity to the west is bad but it might be as good as possible. The road must be designed to be a collector. Because we require landscape buffering between zones, rear yard setbacks should be increased so the landscape buffering shouldn't be the only buffering but additional space should be there as well.

Mike Deleve, 1326 Tammarck Drive, owns property where Juniper would have gone straight through. He said this is probably the best proposition there could be for this land. It is better than the small lots, it is in the Area of City Impact and it will happen eventually. It is unfair to keep sending Mr. Slonaker back. He said P&Z addressed the cross street, it does go straight through to Orchard Street.

Nancy Chaney said in reviewing the documents in the packets, there were some issues that were not addressed. She said there are wetlands along drainage that goes through this area. The land where she lives is home to pheasants, quail, skunk, coyote, etc. The storm sewer system is inadequate to handle the flow in some instances.

Mayor Comstock asked for any rebuttal.

Mr. Slonaker said he is used to the political process. He said they will be improving Mountain View where it connects to his property. He plans on making it as safe as possible because he will have grandchildren crossing this area. They are doing their part to make sure street goes through both ways. The location of the cross street is because of the Evergreen Addition. They are trying to look ahead to the future.

Jack Hammond said there has been discussion and questions about the east west street and the location. The possibility of that street at some point in the future is probably beneficial because there is a shortage of east-west connections. It is an important consideration even though it is a cost to the developer.

Pall asked about storm drainage and the plan for sewer and water on the land. Hammond said there is a major water main on Mountain View. Sanitary Sewer and storm sewer would be proposed to connect to the Evergreen Hills system. Stormwater would go through the stormwater retention system before going to the City system.

Dickinson asked if it had been considered to differently align the street. Hammond said it was considered but the incline was so steep that it would be prohibitive to have a stop sign. He doesn't believe the turn could be made appropriately.

There being no further testimony, the public hearing closed at 9:38 p.m.

Mayor Comstock asked MacDonald about the street alignments. MacDonald said he has been on the site and has looked at the question for some time. He said the issue of the alignment of Mountain View and the westerly property line of the subdivision. There is an offset in the right-of-way of 30 feet. Property could be acquired from property in the subdivision or from the 90 degree Mountain View turn. There are also issues related to an overhead power transmission system. He agrees that it is possible to extend the roadway north if alignment issues are dealt with but the amount of fill needed to make the area work is substantial. He said it could curve to the northeast but the horizontal curves would put you out into the draw. The issues pertaining to fill there would have to be a lot along the west property line and may require a retaining wall. There is a 17 percent grade on the property line. He said he looked at the route because it made sense to carry it on to the north but it does not seem that it is a good choice. They tried to take the roadway as far east as they could. Street improvements would be required and it would be widened and sidewalk added. They looked at the potential for Thatuna to come through. The intersection would probably have to be lowered 3 – 5 feet. It would not happen as part of this development and probably not for many years. He agrees with Hammond that this is the best configuration for the road.

Mayor Comstock asked about speed limits on Mountain View Road. MacDonald said we don't have jurisdiction over that area as long as it is outside the City limits but could approach the County with a request.

Pall asked about a stop sign at the 90 degree turn at Mountain View Road or something to make it safer. MacDonald said it is a bit of a dilemma. He said first he would look at the signage in that area. If it will remain that way forever, he would like to reconfigure the curve. If we want to keep the idea of the extension of Thatuna, then that wouldn't be a good option. There would be a T option and could be a three way stop. We are caught in trying to decide what will happen with the area in the future. He said right now, we can address signage and speed limit.

Chaney expressed concern about traffic northbound crossing the western traffic. MacDonald said that was another consideration for the project.

Mack asked if the road will be perpendicular to Mountain View – MacDonald said it is a 90 degree connection. Mack confirmed that curb would be required which would make the turn more visible. MacDonald said curb would be required.

Dickinson asked how much of Mountain View is in the City limits, MacDonald explained using the map. Dickinson expressed concern about the through street running along the back of the lots that front Tamarac. MacDonald said that is not the preferred way but is necessary due to the existing ridgeline. Plaskon said there is a map in the packet that shows the potential through to Orchard Avenue.

Dickinson asked if the north-south street follows the natural contours. MacDonald said for the most part, yes. He said he was most concerned with the part that will connect to Mountain View. MacDonald said there will be a fair amount of grading but the upper section to the road is flatter and there is a longer run to get to that point.

Dickinson said there was a notion about the Evergreen Addition and how it doesn't connect very well. He doesn't want to have future councils look back at this one and ask how this happened, so we need to consider what will happen with this region over the next 10 or 20 years.

Chaney said there are a number of grant funded wetland projects in the area to filter water, provide wildlife habitat, etc. She sees no provision that allows for the drainage consideration. She looked at the east-west street proposed and wondered if the property below would allow for green space. MacDonald said the southerly line is proposed right-of-way, due to the grades and necessary cut and fill, this was set off.

Pall said it is interesting to hear the concerns and they address the issues. In contrast to the prior proposal, this appears to be the best we are likely to get. She asked if a restriction could be placed on the lots to lesser sizes on the plat. Plaskon said according to the state code you can conditionally rezone the land. Density can be limited to less than what is allowable by the zoning district.

Pall moved and Dickinson seconded approval of the request for annexation of the property.

Hamlett said this was more difficult than the last one. She said looking at all of the other options, this is probably the best we will get for this land at this time. Having curb, gutter and sidewalks will be a benefit to the area.

Pall restated her motion to approve the Ordinance annexing the property under suspension of the rules requiring three complete and separate readings and that it be read by title only. The motion was seconded by Mack.

Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Mayor Comstock read Ordinance 2004-36 by title only.

Mayor Comstock called for a five minute break at 10:20 p.m. and reconvened at 10:25 p.m.

Pall moved to adopt Ordinance 2004-37 rezoning the property described in the discussions tonight. She would like to include in the Ordinance a condition to be placed as the new section 3 that would limit the density to 2.5 dwelling units per acre and that the Ordinance be passed under suspension of the rules requiring three complete and separate readings and that it be read by title only. The motion was seconded by Hamlett. Pall said during the break, they asked the development director what the change would need to be to reflect the proposed plat and that is the dwelling units per acre. Actual dwelling units per acre would actually be 2.1. Plaskon said the recommendation should qualify as net developable land area.

Dickinson asked if it is common to put this type of restriction in a zone or if it would be included in a covenant. Plaskon said conditional rezones are not common considering the number of rezones but it is common where it is found that there are special circumstances to the neighborhood. Riedner said this is a unique circumstance because there can be a transition zone. It is not a tool to be used by a neighborhood to try to get a developer to do what they want. He said the Zoning Code itself determines the lot size and this is

a tool to provide some flexibility. Dickinson asked about lot size in the Evergreen Addition. Plaskon guessed it was 10,000 to 13,000 square feet on average. The lots proposed here are 19,600 square feet. Chaney said it is important to look at the lay of the land and flow patterns of water through there because some portions of the property may be more appropriate to have more dwelling units than others.

Roll Call Vote: Ayes: Pall, Mack, Hamlett. Nays: Chaney, Dickinson. Motion carried. Mayor Comstock read the Ordinance by title only. ** Riedner said a section will be added for providing with conditions of rezone.

[**IT WAS LATER NOTED THAT THIS ITEM DID NOT HAVE ENOUGH VOTES TO PASS UNDER SUSPENSION OF THE RULES REQUIRING THREE COMPLETE AND SEPARATE READINGS, CONSEQUENTLY, IT WAS PASSED UNDER FIRST READING AND STAFF WILL BRING THE ITEM BACK TO COUNCIL AT THE NEXT MEETING.]

Pall moved to adopt the P&Z proposal for the Reasoned Statement with the comment on density limitations in the Ordinance responding to the neighborhood character and stability we desire for the subdivision. Hamlett seconded the motion.

Roll Call Vote: Ayes: Pall, Mack, Hamlett. Nays: Chaney, Dickinson. Motion carried

Pall moved and Mack seconded approval of the preliminary plat. Mayor Comstock said the 90 degree corner on Mountain View Road is dangerous and the proposed road is the only place there is for it to go. The City needs to take the responsibility to look at what we can do pavement, lighting, speed limits, etc. but it isn't the subdivision that makes that corner dangerous. This intersection needs to be addressed whether the subdivision goes through or not. Dickinson said the subdivision will limit what can be done with that corner. He also asked if parkland dedication would be required. Plaskon said there is a memo in the packet from the Parks and Recreation Director regarding this issue. MacDonald said item number 6 with the access to and from lot I should be to the internal road. Pall and Mack agreed.

Roll Call Vote: Ayes: Pall, Mack, Hamlett. Nays: Chaney, Dickinson. Motion carried. **

[** PLEASE NOTE THAT THIS MOTION CANNOT CARRY UNTIL THE REZONE HAS OCCURRED.]

Mayor Comstock called for a two minute recess at 10:41 p.m. The meeting was reconvened by Council President Hamlett at 10:40 p.m. because the Mayor was not feeling well.

6. Public Hearing on Property Exchange between City, University and Railroad – Randy Fife

On the 7th day of September, 2004, the City Council publicly declared on the record its intention to enter into a three-way property exchange involving underutilized City property. Properties exchanged between the University of Idaho and the Palouse River Coulee City Railroad (owned by its parent company, WATCO) will result in the City acquiring a permanent easement and/or ownership of property allowing the City to complete a pedestrian/bike path from the Washington/Idaho border to Moscow's east City limit. As part of the overall exchange, the City will obtain properties (in fee and easement) at Ghormley Park and east of Highway 95 west of Blaine Street. The purpose of the public hearing is to allow the Council to receive public input concerning the proposed exchange.

ACTION: Conduct the hearing and, thereafter, make a determination that it is in the City's best interest that the property offered for exchange for real property of equal value pursuant to the terms of the agreements and direct the Mayor and City Staff to proceed with preparation of all closing documents or take such other action deemed appropriate.

Fife presented the issue as written above. He said the exchange is the same but the procedure has been changed because the U of I does not want to be involved with the exchange of the former ITD property at the south couplet because of a possible brown field issue. Fife explained what the City will gain from this transaction. He said the Council needs to find it in the City's best interest to proceed with this transaction.

Hamlett explained how the hearing would be conducted and opened the public hearing at 10:49 p.m.

Even Holmes, 125 N. Garfield, said years ago, the City had the opportunity to purchase part of the trail through town but didn't have the money to obtain the land. It is great that this is finally going through. The path alone is a great benefit and the other portions of land gained by the City are good as well.

There being no further testimony, the public hearing closed at 10:50 p.m.

Riedner said this is a great opportunity and has been approved by the Council on several occasions but this was the opportunity for the public to give input.

Pall said this is such a good deal for the City. If it hadn't been for the cooperative nature of this deal, we wouldn't have a path from the state line through to the east end of the City. Pall moved and Mack seconded that the Council recognize that this is transaction is in the City's best interest.

Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

The Council went back to item 5 to cover the Reasoned Statement for the preliminary plat. Pall said the plat was approved because it provides a rational and reasonable design for the subdivision proposed on the property. Item 1, this plat is not contradictory to the comp plan. Item 2, it is compatible with the Zoning Ordinance. Item 3, it is compatible with the Subdivision Ordinance. Item 4, it is considerate of natural features of subject land. Item 5, it is not expected to place an undo burden and she would like to add that of the possible configurations of plats, this proposal presents a reasonable alternative because of lot size and contingencies. She would like to also include that the Comp Plan calls for a variety of housing and this proposal balances market needs for this variety of housing. Density of this particular subdivision relates well to traffic and drainage concerns that have been raised to be a balanced interface between City and County at this site. Mack seconded the motion.

Roll Call Vote: Ayes: Pall, Mack, Hamlett. Nays: Chaney, Dickinson. Abstentions: None. Motion carried.

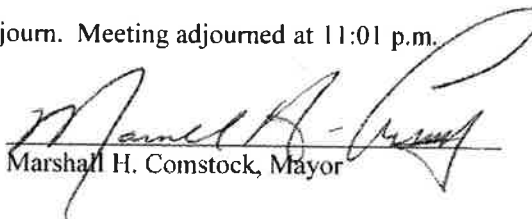
Mayor's Appointments – Hamlett said Comstock is proposing appointments of Thedore Kisha to the Parks and Recreation Commission and Roger Wallins to the Moscow Arts Commission. The appointments were approved unanimously by acclamation.

REPORTS:

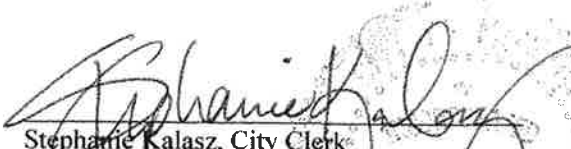
Pall said there will be a meeting regarding the 1912 Center on the 18th.

Chaney said Mark McNeese of ITD will be on campus on the 18th and Thursday relating to transportation and community planning.

It was moved, seconded and mutually agreed upon to adjourn. Meeting adjourned at 11:01 p.m.


Marshall H. Comstock, Mayor

ATTEST:


Stephanie Kalasz, City Clerk



City of Moscow
Reasoned Statement of Relevant Criteria and Standards for
Granting or Denial of Zoning District Boundary Change

This document explains and establishes the criteria and standards as well as the relevant facts and rationale including, where applicable, the City of Moscow Comprehensive Plan, the Moscow City Code, State of Idaho Code, and the United States Constitution for the granting or denial of a Zoning District Boundary Change.

Applicant's name and address: Don Scheibe
568 Pavel Court
Moscow, ID 83843

Identification and/or location of subject property:
568 Pavel Court in Area of City Impact

Date of Public Hearing: November 15, 2004

Name of Hearing Body: Mayor and City Council

Nature of subject Zoning District Boundary Change Request:
Rezone 5.21 acres from Agriculture/Forestry (AF) Zoning District to Suburban Residential (SR) Zoning District.

Decision:
Recommend to the Latah County Board of County Commissioners approval of the rezone as proposed.

Relevant criteria and standards upon which decision is based:

1. **The proposed rezone (is/is not) in general conformance with the Comprehensive Plan.**
Applicable commentary:
The proposed rezone is in general conformance with the Comprehensive Plan Section 13 Page 9 that SR density is appropriate for the applicable Low Density Residential (LR) Comprehensive Plan Designation.

2. The proposed rezone (~~does~~/does not) present foreseen, unmitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:

The proposed application is consistent with zoning because the property abuts existing SR Zoning on the south side of Pavel Court.

3. The proposed rezone (is/is not) a per se invalid "spot zoning", i.e. it (is/is not) arbitrary, that it (~~does/does not~~) serve the general public interest and that it (is/is not) solely for private gain. Applicable commentary:

The proposed zoning is not "spot zoning" because it abuts SR Zoning and is in the public interest because it is not solely for private gain and is in the Area of City Impact, so it is expected to increase in use intensity.

4. The size, type and density of development expected to occur on the subject property (is/is not) suitable for the area and (will/will not) unduly burden the neighborhood, public infrastructure or environmental resources. Applicable commentary:

The size, type and density conform with the SR Zoning District. The proposal is suitable for the property based on existing neighborhood uses.

5. Other:

Rationale for this decision is based upon the Moscow Comprehensive Plan, Idaho Code, Moscow City Code, United States Constitution and the facts in the record.

In accordance with Idaho Code Section 67-8003, all real property owners subject to governmental regulatory or administrative actions are eligible to request a written taking analysis be completed concerning the subject action. Such requests must be submitted in writing to the City Clerk within 28 days of the final decision.

Conditions of Approval: The Commission may recommend and the City Council may require that conditions and limitations which are to be imposed on development on the rezone property be permanent and shall run with the use of the newly zoned property by the owners, his heirs, assignees and devisees. Such conditions may be enforced by the city or the affected property owners. The City may require the applicant to have the conditions placed in the form of a development agreement or restrictive covenant and may require that such an agreement or covenant be filed and recorded with the Latah County Auditor. The conditions of approval for the subject Zoning District Boundary Change are:

None

Attested By:

Michael H. Gandy
Signature of Mayor, City of Moscow

11/15/04
Date

428547

#11

NORTHWEST OUTDOOR ADVERTISING
2250 Empire Way
P.O. Box 9266
Boise, ID 83707

NO: A-3311 IOA #3916

DESCRIPTION: Hwy. 8 (Troy)
S/L w/o Styner

LEASE AGREEMENT

This agreement made and entered into this 3rd day of December, 1996, by and between PCCR (hereinafter "Lessor") and Northwest Outdoor Advertising, and Idaho L.L.C. (hereinafter "Lessee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. PREMISES: LOCATION: USE.

A. The Lessor, for and in consideration of the rental to be paid and the covenants and conditions to be performed by the Lessee as hereinafter provided, does hereby lease and let unto the Lessee, for the period and subject to the terms and conditions herein stated, that portion of the premises of the Lessor (hereinafter "Premises"), at or near Moscow, ID as described and shown in Article 4 below and in Exhibit B dated January 1, 1997, hereto attached and hereby made part of the lease. The Premises leased under this agreement (hereinafter "Lease") may be used by the Lessee for the placement and operation of a signboard (hereinafter "Signboard"), which is described and shown in Exhibit B and in Article 4 below, and for other purposes incidental to the use and operation of the Signboard, but shall not be used for any other purposes unless the Lessee has received the prior written consent of the Lessor. The Signboard and any improvements associated therewith that are placed upon the Premises by the Lessee shall not become a part of the realty and shall always remain the personal property of the Lessee. This Lease shall continue in full force and effect for the term stated herein and thereafter for one (1) twenty (20) year term unless terminated prior to the end of the initial term upon written notice by Lessor or Lessee sent by certified mail, return receipt requested, at least thirty (30) days but not more than ninety (90) days before the end of such initial term.

B. The grant of right herein made to the Lessee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth in these Articles of Agreement and in Exhibit A, hereto attached and hereby made a part of this Lease.

Article 2. TERM.

The term of this Lease commences upon completion of the structure and extends for a period of twenty (20) years unless sooner terminated as hereinafter provided.

Lessee may terminate this Lease on thirty (30) days written notice sent by certified mail, return receipt requested, if Lessee and Lessor mutually agree that the value of the advertising structure is impaired or diminished due to: the view of the advertising message on the structure being wholly or partially obstructed; the real property or premises having become unsafe for the maintenance of the signboard; the signboard's advertising value is removed or diminished by reduced vehicular circulation; or Lessee's use of the signboard is prevented or restricted by law. Lessee may, in lieu of cancellation continue to maintain the signboard reducing the rent paid in proportion to what in Lessee's and Lessor's mutually agreed opinion, is the loss suffered by such condition for the period the condition continues. While Lessor's consent is necessary for either the termination or reduction of rent as above specified, Lessor agrees that said consent shall not be unreasonably withheld.

If the whole or any part of the premises or Lessee's signboard shall be taken or condemned for a public or quasi-public use or purpose under any state, regulation or ordinance, and/or by right of eminent domain, Lessee may elect to terminate the Lease upon thirty (30) days notice as above provided. In the event of such taking, whether or not this Lease is terminated, the parties agree that Lessee is entitled to receive: the value of Lessee's leasehold interest, or portion taken, and any consideration for the right to extend the term; any award that may be made for the taking of or damage to Lessee's signboard structure and any improvements made by Lessee to the

428547

premises; and in the event that this Lease is continued as to the portion of premises not condemned, any award made for alterations, modifications, or repairs which may be reasonably required in order to place the remaining portion of the premises not taken in a suitable condition for the continuance of Lessee's tenancy. In addition, in the event of such taking, Lessee may, at Lessee's option, relocate the signboard on the property so long as the terms, conditions and requirements of Lessor with regard to the safe operation of Lessor's business and the requirements of any and all governmental entities are met prior to and during each relocation.

Article 3. RENTAL, RENTAL REEVALUATION

A. Subject to the provisions of Paragraph C of Article 3 below, the Lessee covenants and agrees to pay to the Lessor, as rental for the use of the Premises during the term of this Lease, or any extension or renewal thereof, total annual rental in the amount of \$ 850.00, payable ~~monthly~~ annually in advance subject to reevaluation as provided in Paragraph C below. CRG

B. All rental shall be paid in lawful money of the United States of America at the office of PCCR, or at such other place as the Lessor shall designate.

C. The Lessor may reevaluate the rental base upon which the above rental is computed. In the event the Lessor shall determine that the rental paid is no longer representative of a fair market rental, the Lessor may adjust the rental and shall advise the Lessee by written notice of such change. Such written notice shall be served at least thirty (30) days prior to the effective date of the new rental, it being understood however that rental adjustments shall not be made more often than once every sixty (60) months. Additionally, it is understood that rental adjustments shall not exceed the change in the Producer's Price Index for the sixty (60) month period immediately preceding said rental adjustment.

Article 4. DESCRIPTION OF SIGNBOARD AND PREMISES

A. The Premises are to be used only for a signboard which has no more than two (2) 16' x 22' and a 14 foot minimum vertical clearance from the top of the nearest track to the bottom of the sign's decks, and a minimum horizontal clearances from the centerline of the track nearest to the Signboard to the stated portion of the Signboard which is nearest to such centerline, as follows:

centerline to pole/vertical support 15 feet
centerline to sign's face 14 feet

B. The Signboard shall have a minimum windload design of 35 pounds per square foot, one vertical pole, and is to be constructed entirely of steel.

C. The Premises consists of the ground space occupied by the Signboard's pole and footing and the air space occupied by the remainder of the Signboard.

Article 5. ELECTRICAL SERVICE TO SIGNBOARD

A. The Lessee, at its sole expense, shall arrange and secure from a third party, and thereafter to be solely responsible for, all electricity that is needed to operate the Signboard. The electricity supplied by the third party shall be metered to the account of Lessee and Lessee shall be solely responsible in paying for such electricity.

B. The Lessee shall secure the written approval of Lessor prior to the Lessee's or any third party's installation of any electricity supply line to the Signboard which:

1. is installed underground on any portion of Lessor's right-of-way; or
2. crosses any railroad track, overhead signal line or overhead communication line; or

428547

3. requires the installation of poles or anchors on any portion of Lessor's right-of-way; or
4. has a voltage greater than 240 volts.

C. In the operation and maintenance of the electrical line the Lessee shall prevent the line from interfering (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines, or other installations or facilities of the Lessor or of its tenants; and if, at any time, the operation or maintenance of the electrical line result in any electrostatic effects which the Lessor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines, or other installations or facilities, as now existing or which may hereafter be provided by the Lessor and/or its tenants, the Lessee shall, at the sole expense of the Lessee, immediately take such action as may be necessary to eliminate such interference.

Article 6. INSURANCE.

A. Before the Lessee commences its occupancy and use of the signboard and Premises, the Lessee will provide to the Lessor a certificate issued by its insurance carrier in a policy which contains the following type of endorsement:

PCCR ("LESSOR") is named as additional insured with respect to all liabilities arising out of Insured's (as "LESSEE") use of Lessor's Premises located in Moscow, ID.

Lessee WARRANTS that this Lease has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

B. All insurance correspondence shall be directed to: PCCR, 315 W. 3rd,
Pittsburg, KS 66762

Article 7. TIME FOR INSTALLATION.

It is specifically agreed that whether or not construction has begun or been completed on the signboard that is the subject of this Lease, rental payments and the term of this Lease shall begin no later than April 1, 1998.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first herein written.

Witness:

Witness:

By: _____

Authorized Signature

NORTHWEST OUTDOOR ADVERTISING

By: _____

Authorized Signature

Title: _____

V.P. Real Estate

State of Washington)
 County of Spokane) S.S.

On this 12th day of December, in the year of 1996, before me

Wayne Kurtz, a notary public, personally appeared Cassy K. Gray and Gary Gundy
 personally know to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me
 that he/she/they executed the same Wayne Kurtz my commission expires on 3-25-99
 Notary Public



428547

EXHIBIT A

Terms and Conditions Covering the
Maintenance and Use of
the Premises

Section 1. NOTIFICATION OF LESSOR PRIOR TO ENTRY: LESSEE TO USE PREMISES IN A SAFE MANNER.

A. The Lessee shall notify the Lessor at least 48 hours in advance of each entry by the Lessee upon the Signboard and Premises or upon land owned or controlled by the Lessor in proximity to the Signboard and Premises, if Lessee's entry will result in any person, vehicle, equipment (including an extended crane boom), or other property associated with the entry being within 25 feet of any railroad track, the Lessee shall notify the Lessor of such encroachment and inquire whether the Lessor will require the Lessee to have a flagman present or implement other special protective or safety measures. The required flagman or other special protective or safety measures are performed by Lessor, such services will be provided at Lessee's expense with the understanding that if the Lessor provides such services, the Lessee shall not be relieved of any of its responsibilities or liabilities set forth herein.

B. The Lessee shall enter and use the Signboard and Premises only in such a manner which does not interfere with Lessor's operations or other business activities and which does not result in an unsafe circumstance. If Lessee needs to cross any tracks of Lessor with its equipment, it shall do so only at exiting public road crossings.

Section 2. PROTECTION OF FIBER OPTICS CABLE.

A. Fiber optic cable systems may be buried on or in proximity to the Signboard and Premises. Lessee shall telephone the Lessor to determine if fiber optic cable is buried anywhere on or in proximity to the Signboard and Premises if any excavation or work performed could in any manner affect the cable. If cable is buried on or in the proximity of the Signboard and Premises, Lessee shall telephone the telecommunications company(ies) involved, arrange for location of the cable, make arrangements for relocation or other protection of the cable and shall commence no work on or excavation of the Signboard and Premises or land in proximity to the Signboard and premises until all such protection or relocation has been accomplished.

B. In addition to the liability terms elsewhere in this Lease, the Lessee shall indemnify and hold the Lessor harmless from and against all cost, loss, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to or by any act or omission of the Lessee, its contractor, agents and/or employees, that causes or in any way or degree contributed to (a) any employees, on Lessor's property, (b) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Lessor's property, and/or its contractor, agents and/or employees, on Lessor's property and/or (c) any claim or cause of action for alleged loss of profits or revenue, or loss of service by a customer or user of, such telecommunication company(ies), providing such injury to persons loss of revenue or damage to property, is not due to the sole negligence of the Lessor.

Section 3. LESSEE TO BEAR ALL EXPENSES.

All work of placing, erecting, modifying, operating, maintaining, and repairing, the Signboard (or any improvement associated with the Signboard), and any other work associated with the Signboard or improvements, shall be performed at the Lessee's sole cost and expense.

428547

Section 4. ALTERATION AND EXCAVATION OF THE PREMISES AND OTHER PROPERTY OF LESSOR.

A. Prior to commencing any work on the Signboard and the Premises, the Lessee shall take all precautions to determine the existence and exact location of and to not damage any existing underground equipment, utility or communication lines or other facilities that are located on or in proximity to the Premises. Lessee shall be responsible in contacting any and all utility companies or other entities to determine the exact location of any underground equipment, utilities, communication lines or other facilities before commencing any work on or in proximity to the Premises. The Lessee shall not rely upon any map or information supplied by Lessor in determining the exact location of or existence or nonexistence of any underground utilities, communication lines, equipment or other facilities.

B. The Lessee shall not alter the Premises, and other land which is owned or controlled by the Lessor and located in proximity to the Signboard and Premises, without first obtaining the written consent of the Lessor. The Lessee is authorized during the term of this Lease to cut volunteer (not planted) vegetation on and in proximity to the Signboard and Premises as necessary to promote the visibility of the Signboard face. All vegetation cut by Lessee shall be totally removed by the Lessee from Lessor's right of way. All work associated with the Signboard and Premises shall be to the satisfaction and standards of the Lessor.

C. The Lessor's prior consent is required for alterations, improvements, and additions. Posting, painting, maintenance and repair of the Signboard shall not require Lessor's prior consent. Detailed plans for all alterations, improvements and/or additions, which the Lessee shall desire to make upon the Signboard and Premises or adjacent property, shall be presented to Lessor for Lessor's consent prior to making such an alteration, improvement and/or addition upon the Signboard and Premises. If the Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring a permit to do such work from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to commencement of the work and the compliance by Lessee prior to commencement of the work and the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner.

D. The Lessee will not make any changes, additions, alterations, or improvements in, upon or about the Signboard and Premises, without first submitting same to the Lessor and obtaining the Lessor's consent and approval in writing thereto, except as specified in Paragraph C above; and any and all such changes, additions, alterations, and improvements shall be made by and agreed that the Lessor is not and shall not be obligated or required to make any alterations, changes, additions and improvements whatsoever in, upon or about the Signboard and Premises, nor to provide any facilities or equipment therefor. Any increase in taxes, insurance or maintenance expense resulting from any changes, additions, alterations, or improvements shall be borne and paid by the Lessee.

Section 5. PRIOR RIGHTS.

A. This Lease is made without covenant of title or to give possession or for quiet enjoyment.

B. This Lease is made subject to all outstanding superior rights, including, but not limited to, underground facilities, rights-of-way for highways and for power, fiber optics and other communication lines and facilities, and the right of the Lessor to renew such outstanding rights, to renew the term thereof and to grant such new or additional rights, licenses or easements unto others as the Lessor in its sole discretion should deem necessary, convenient or appropriate. In the Lessee's use and occupancy of the Premises, the Lessee shall not disturb, damage or interfere with any such facilities of the Lessor or nonparties.

Section 6. CARE AND USE OF THE SIGNBOARD AND PREMISES: APPEARANCE AND MAINTENANCE OF SIGNBOARD AND PREMISES.

A. In the Lessee's use and occupancy of the Premises, the Lessee shall not cause any damage or destruction of the Premises or other property in proximity to the Premises by fire or otherwise. The Lessee shall not do, tolerate, or permit anything which increases the hazard of fire. The Lessee shall not commit, tolerate, or permit waste of or injury to the Premises or other property in proximity to the Premises and shall not use or permit

428547

the use of the Premises for any unlawful purpose nor create or maintain thereon any nuisance or any offensive object, matter, or thing. The Lessee, at Lessee's expense, shall at all times keep the Signboard and Premises in a safe, neat, clean and presentable condition.

B. The Lessee, at its sole cost and expense, shall be responsible in maintaining a clean and presentable Signboard and Premises and Signboard displays including, but not limited to, the obligations of frequently painting and cleaning the Signboard, and keeping the Signboards' advertising copy current and in good condition at all times.

C. The Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the Signboard and Premises during the term of this Lease. The Lessee shall be required to maintain, replace, and repair all components of all the Signboards, including, without limitation, light bulbs, light fixtures, ballast's, timers, wiring, conduit, circuit breakers, all other electrical system components, stiffener, stringers, angle iron, beams, braces, decks, sign face sections, bolts and welds, whether such maintenance, replacement, or repair are necessitated by ordinary wear and tear, or by act, omission, or neglect of the Lessee or the Lessee's contractors, agents, employees, officers, or due casualty, explosion or fire, howsoever caused, the elements, or any cause or happening not due to the negligence of the Lessee or beyond the Lessee's control. However, the Lessee shall not be required to maintain, repair, and replace any component of any Signboard when such Signboard is destroyed or substantially destroyed to such a degree that Lessee's use of the Signboard is precluded, and such destruction or damage is not caused in whole or part by any act or omission of the Lessee or the Lessee's officers, employees, agents, or contractors, and the Premises ceases to be a Premises Leased pursuant to this Lease (as provided in section 10). In the event that any sign face sections are substantially damaged or destroyed sections from any cause whatsoever during the Lease term, the Lessee shall replace the damaged or destroyed sections at Lessee's sole cost. The Lessor shall have the right to inspect the Signboard and Premises at any reasonable time or times to determine the necessity of repairs and the Lessee's compliance with the provisions thereof.

D. In the Lessee's use of the Premises and its occupancy and use of the Premises, the Lessee, at Lessee's expense, shall conform and comply with all applicable laws, ordinances and public regulations now or hereafter in effect, and hold harmless the Lessor from any failure to do so and from any fines, penalties, forfeitures or judgments resulting from Lessee's failure to conform and comply with all such laws, ordinances, and public regulations.

E. The Lessor, by and through its officers, agents, employees and authorized representatives, shall have the right to enter and be upon the Premises, at any and all reasonable times for purposes of examinations and inspection, or for the purpose of showing the Premises to prospective buyers or tenants. The Lessee shall provide all such persons reasonable opportunity for access to any and all parts of the Premises.

Section 7. HAZARDOUS SUBSTANCES AND WASTES.

A. Lessee shall comply with all federal, state and local environmental laws and regulations in its use, operation, modification, maintenance and repair of the Signboard and Premises, including the Resource Conservation and Recovery Act, as amended (RCRA) and the Comprehensive Environmental Response Compensation and Liability Act, as amended (CERCLA).

B. Lessee shall use its best efforts and safety practices to prevent the release on or in proximity to the Signboard and Premises of any paint, solvent, oil or adhesive, or any other hazardous substances or waste as defined in CERCLA; Notwithstanding, Lessee assumes all responsibility for the investigation and cleanup of any such release and shall indemnify and defend Lessor, its officers, agents and employees, for all costs, including environmental consultant and attorney fees, and claims resulting from or associated with any such release. This provision shall continue in full force and effect regardless of whether this Lease is terminated pursuant to any other provision, or the Premises are abandoned and vacated by the Lessee.

428547

Section 8. LIENS.

The Lessee shall pay, when due and before any lien shall attach to the Premises, if the same may lawfully be asserted, all charges for electrical power furnished; and fully pay for all materials joined or affixed to the Signboard and Premises, and pay in full all persons who perform labor upon the Signboard and premises, and shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be created or enforced against the Premises for any work done or materials furnished thereon at the instance or request or on behalf of the Lessee; and the Lessee agrees to indemnify, hold harmless, and defend, the Lessor and Lessor's property against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials or other things furnished on behalf of Lessee.

Section 9. ASSUMPTION OF RISK, INDEMNIFICATION.

A. The Lessee accepts the Premises in its present condition and hereby assumes the risk of any injury to and death of persons and damage to or destruction of property resulting from the condition of or any defects anywhere in or upon the Premises, regardless of whether such conditions or defects exist at the commencement of this Lease or at some later time providing that such injury or death to persons or damage to or destruction of property is not due to the negligence of Lessor.

B. The Lessee's occupation of and activities on and in proximity to the Premises will expose the Lessor's property, operations and facilities to additional hazards; and as one the material considerations for this Lease, the Lessee agrees to assume the risk of and to indemnify and hold harmless the Lessor as follows:

1. The Lessee agrees to assume the risk of and shall indemnify and hold harmless the Lessor, and its affiliates, their officers, agents, and employees, from and against any and all liability, loss, damage, claims, demands, costs, fines, penalties, and expenses of whatsoever nature, including court costs and attorney's fees, arising from or growing out of any injury to or death of persons whomsoever or destruction of, loss of, or damage to property whatsoever including the Signboard. This indemnification and assumption of risk shall accrue when such injury, death, destruction, loss or damage occurs from any cause and in whole or in part is associated with, incidental to, or caused by:

- a. the presence of the Signboard or
- b. the use and occupation of the Signboard and Premises by the Lessee, its affiliates, their officers, employees, or agents or by any other person or entity using or occupying the Signboard and Premises by reason, of any relation, contractual or otherwise, with the Lessee, its affiliates, their employees, officers, or agents; or
- c. any activity of the Lessee, its affiliates, employees, officers, or agents on or in proximity to the Signboard and Premises or of any other person or entity on or in proximity to the Signboard and Premises by reason of any relation, contractual or otherwise, with the Lessee, its affiliates, their employees, officers, or agents; or
- d. Lessee's breach of this Lease.

2. The Lessee agrees to assume the risk of and to indemnify and hold harmless the Lessor, and its affiliates, their officers, employees, and agents from and against any and all liability, loss, damage, claims, demands, costs, fines, penalties, and attorney's fees, asserted by any person, including insurers and advertisers, for any and all destruction of, loss of, or damage to:

- a. property on or in proximity to the Signboard and Premises which is associated with or incidental to the Signboard or to the use and occupation of the Signboard and Premises; and
- b. the business of the Lessee and any display of the advertising on the Signboard and Premises.

428547

Section 10. DAMAGE OR DESTRUCTION OF SIGNBOARD.

If during the term of this Lease, the Signboard shall be destroyed or substantially damaged (and such damage or destruction is not caused in whole or in part by any act or omission of the Lessee or Lessee's officers, employees, agents, or contractors), precluding its use by the Lessee, then, and in such event, the Lessee may elect, within thirty (30) days after such damage or destruction, whether or not it will repair, rebuild or restore the Signboard. If the Lessee shall not elect to rebuild or restore within such thirty-day period, it shall be deemed to have elected not to do so. If the Lessee elects to rebuild or restore the same, then the Lessee, at its own expense, shall proceed with reasonable promptness and this Lease shall continue, but if the Lessee elects not to rebuild or restore, then the Premises shall forthwith terminated to be a Premises leased pursuant to the Lease as of the date of the damage or destruction again, providing that such loss, damage, claims, demands, costs, fines, penalties and expenses are not due to the negligence of the Lessor.

Section 11. NOTICE.

A. Any notice, demand, request, consent, approval, or communication that either party hereto desires or is required to give to the other party under this Lease shall be in writing. Notice shall be deemed to have been given to the Lessee by serving the Lessee personally or by mailing the same, postage prepaid, to the Lessee at the last address known to the Lessor. Notice may be given to the Lessor by mailing the same, postage prepaid, to the Lessor at 315 W. 3rd, Pittsburg, KS 66762.

B. Postal notices shall be by certified mail, return receipt requested, and such notice shall be deemed given on the date deposited with the United States Postal Service.

Section 12. CONSENT.

Wherever the consent, approval, judgment or determination of Lessor is required or permitted under this Lease, Lessor shall exercise good faith and reasonable business judgment in granting or withholding such consent or approval or in making such judgment or determination and shall not unreasonably withhold or delay its consent, approval, judgment, or determination.

Section 13. TERMINATION ON DEFAULT: REPOSSESSION OF PREMISES BY LESSOR.

A. It is further agreed that the breach of any covenant, stipulation, or condition herein contained to be kept and performed by the Lessee, shall, at the option of the Lessor, forthwith work a termination of the Lease, and all rights of the Lessee hereunder; provided, however, that the Lessee shall not be deemed in default under this Lease unless the Lessor has furnished written notice to the Lessee of Lessee's default, and the Lessee had failed to begin to cure that default within seventy-two (72) hours after receipt of Lessor's default notice or after commencing a cure and has failed to proceed diligently with its cure efforts.

B. After a default by the Lessee, the Lessor may at once re-enter upon the Premises and repossess itself thereof and remove all persons and property therefrom or may resort to an action of forcible/unlawful entry and detainer, or any other action to recover the same. A waiver by the Lessor of breach by Lessee of any covenant or condition of this Lease shall not impair the right of the Lessor to avail itself of any subsequent breach thereof.

Section 14. SURRENDER: ABANDONMENT: VACATION OF PREMISES: REMOVAL OF LESSEE'S PROPERTY: PAINTING SIGN FACES:

A. The Lessee agrees that upon the abandonment of the Premises by Lessee, or upon the expiration or termination of this Lease, the Lessee will peaceably and quietly surrender possession of the Premises to the Lessor, or the Lessor's successors and assigns, without the Lessor giving any notice to quit or demand for possession. Lessee's non-use of the Premises for the purposes described in the Articles of Agreement of this Lease continuing for one hundred eighty (180) days shall be sufficient and conclusive evidence of such abandonment. No later than the expiration or termination date of this Lease, the Lessee shall remove from the

428547

Premises, at the expense of the Lessee, all structures, property and other materials not belonging to the Lessor, all of which shall be performed at Lessee's expense. If the Lessee should fail to perform such removal, the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost thereof within thirty (30) days after bill rendered.

Section 15. LESSEE NOT TO SUBLET OR ASSIGN.

The Lessee agrees not to sublet the Premises, in whole or in part, or to assign this Lease without the consent in writing of the Lessor, and it is agreed that any transfer or assignment of this Lease, whether voluntary, by operation of the law or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Lessor, shall terminate this Lease.

Section 16. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 15 hereof, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

428547

EXHIBIT B

Date: 12 /03/96

Lessor: PCCR

Lessee: Northwest Outdoor

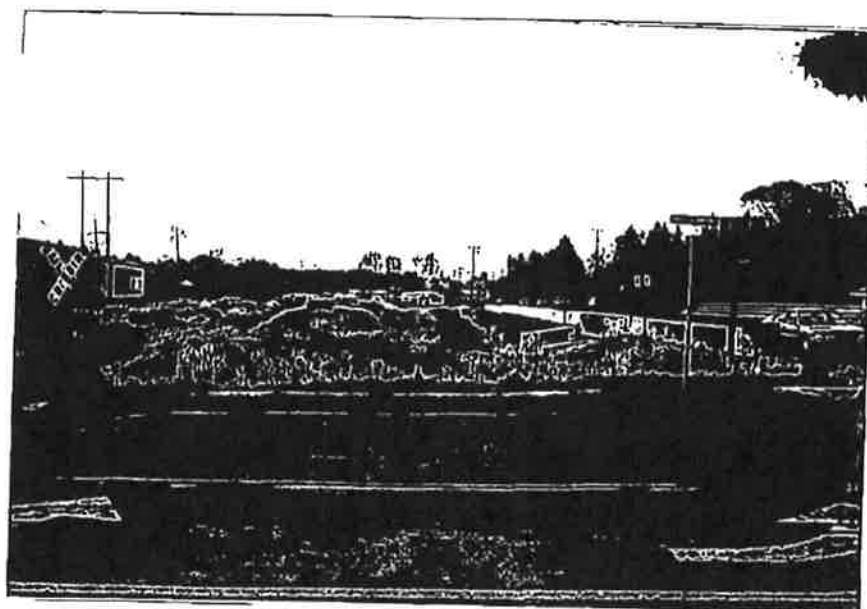
- I. Description of Premises: The Premises is the ground space occupied by the Signboard's pole(s) and footings and the air space occupied by the remainder of the Signboard.
- II. Description of the Signboard's location:
- A. Side of the Railroad track north
 - B. Proximity of Railroad Milepost 35
 - C. City and State Moscow, ID
 - D. Lessor's description A-3311
 - E.

III. Description of Signboard's construction:

Maximum size and number of sign faces authorized on Signboard.

Two (2) 10'6" x 22'8"

Attached photo describes its location and construction.



NO 428547
AT THE REQUEST OF:
NORTHWEST OUTDOOR ADVERTISING LLC
DATE & HOUR:
7/16/97 11:36 AM
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 30.00 BY [Signature]
CASEY R. GRAY
1015 E. CATALDO
SPOKANE WA 99202

FILMED

495592

THIS INSTRUMENT FILED AS AN
ACCOMMODATION ONLY. IT HAS
NOT BEEN EXAMINED AS TO ITS
EXECUTION, INSURABILITY OR
AFFECT ON TITLE.

**EXCHANGE AGREEMENT BETWEEN
PALOUSE RIVER AND COULEE CITY RAILROAD, INC.
AND CITY OF MOSCOW, IDAHO**

THIS EXCHANGE AGREEMENT ("Agreement") is entered into on April 26, 2005, by and between **Palouse River and Coulee City Railroad, Inc.**, a Washington corporation ("Palouse"), and **City of Moscow, Idaho**, a municipal corporation of the State of Idaho ("City").

1. PROPERTY TO BE RECEIVED BY CITY.

Palouse shall convey and City shall receive that certain real property located in the City of Moscow, County of Latah, State of Idaho, consisting of a small parcel in Ghormley Park, next to the existing south ball field, all current street crossings owned by Palouse, and a parcel east of the I-95 couplet which will help complete City's pedestrian and bicycle path way, comprising of approximately six point seven three (6.73) acres, as shown on **Exhibit "A"** attached hereto (hereinafter "**Palouse Property**") and made a part hereof, together with all easements, rights and appurtenances thereto all in accordance with the terms and conditions hereinafter set forth. The legal description of the Palouse Property shall be supplied by Palouse.

2. PROPERTY TO BE ACQUIRED BY PALOUSE.

City shall convey and Palouse shall receive a Quitclaim Deed Reserving Easements for that certain real property located in the City of Moscow, County of Latah, State of Idaho, consisting of one (1) parcel of land comprising approximately one (1) acre, as more particularly described on **Exhibit "B"** attached hereto and made a part hereof, together with all easements, rights and appurtenances thereto (hereinafter "**City Property**"), all in accordance with the terms and conditions hereinafter set forth.

3. PATHWAY AND UTILITY EASEMENTS TO BE CONVEYED BY PALOUSE.

Palouse shall grant, or cause to be granted, to City non-exclusive, perpetual easements for the purpose of public utility and pathway construction and maintenance through and across the property lying between Perimeter Road and Styner Avenue according to the terms and conditions of such Pathway and Utility Easement Agreements attached hereto as **Exhibit "C"** and made a part hereof (hereinafter "**Palouse Easements**"). The legal description of such Pathway and Utility easements shall be supplied by Palouse.

In addition, Palouse hereby grants and causes to be granted to City non-exclusive utility easements over, through and across all properties owned by Palouse which contain public utilities as of the date of execution of this Agreement whether or not easements for such existing public utilities have been recorded. Such utility easements shall be for the purpose of public utility maintenance and shall consist of a twenty foot (20') easement width [ten feet (10') on either side of the center line] where any such public utilities are located.

4. ALL PALOUSE LICENSES WITH CITY ARE EXTINGUISHED.

Palouse hereby transfers any and all City licenses for Palouse Property crossing or encroachment, whether recorded or not, on all Palouse Property and Palouse Easements and forever extinguishes City's obligation, if any, to pay any such licenses following the date of execution of this Agreement.

495592

5. LICENSE FOR ENTRY.

Each party hereto grants to the other a license to enter upon the properties subject to this Agreement for all purposes reasonably related to a full and adequate determination of the suitability of the property, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits.

6. EXCHANGE CONDITIONS.

In consideration for Palouse Property and Palouse Easements, City shall grant City Property to Palouse.

In consideration for City Property, Palouse shall grant Palouse Property and Palouse Easements to City and shall extinguish all Palouse licenses on such Palouse Property and Palouse Easements.

7. CITY CONDITIONS SUBSEQUENT.

Notwithstanding anything to the contrary in this Agreement, City shall not be obligated to transfer the City Property to Palouse's designee unless at or prior to closing each of the following conditions has been met or City has waived said conditions in writing. Palouse agrees to reasonably cooperate with City to execute any documents which may be necessary or convenient to the performance of these conditions:

(a) City and Regents of the University of Idaho (hereinafter "**Regents**") have entered into, upon terms and conditions reasonably acceptable to City, an Easement Agreement pertaining to extensions and connections for the Paradise Path and Chipman Trail.

(b) City has obtained or been provided with such surveys, soils tests, engineering studies, and environmental tests and audits as city may desire, which shall show the Palouse Property to be suitable to City, in City's sole opinion.

(c) City has obtained all proper approvals for this transaction, including approval from the City Council.

(d) City shall support Palouse's petition to the Surface Transportation Board (STB) for reactivation of City rail banked property from Perimeter Road to Line Street.

(e) After STB grants to Palouse the right to reactivate the north railroad line, City shall pay the sum of five thousand two hundred six dollars (\$5,206) to the Pullman Civic Trust.

8. PALOUSE CONDITIONS SUBSEQUENT.

Notwithstanding anything to the contrary in this Agreement, Palouse shall not be obligated to acquire the City Property unless at or prior to closing each of the following conditions has been met or Palouse has waived said conditions in writing. City agrees to reasonably cooperate with Palouse to execute any documents which may be necessary or convenient to the performance of these conditions:

(a) Palouse has entered into such agreements and received the necessary approvals, specifically including any applicable approvals from the U.S. Surface Transportation Board, to permit Palouse to reestablish the Palouse rail line adjacent to Highway 8.

495592

(b) Title to the Palouse Property and Palouse Easements shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except easements of record at the date of closing, and except the lien of real property taxes not yet due and payable and those exceptions approved in writing by City (hereinafter "**City Permitted Exceptions**").

(c) Palouse will remove within twelve (12) months from the date of closing the railroad tracks, ties, associated equipment and any other personal property not attached to the Palouse Property from all portions of the Palouse Property. Palouse shall indemnify, defend, and save City, its successors assigns, and agents harmless from any and all claims liabilities, losses, costs, charges, or expenses (including without limitation reasonable attorneys' fees) which City may incur as a result of Palouse' personal property remaining after closing, except to the extent caused by the negligence, willful misconduct or breach of contract by City or their agent, officer, employee, contractor or director. Notwithstanding City's or Palouse's waiver of these conditions subsequent, the obligations and indemnification set forth in this paragraph shall survive closing and the termination of this Agreement, and shall continue so long as Palouse's personal real property remains on the subject real property.

(d) Palouse shall have approved the closing of this transaction and more particularly the Board of Directors of Palouse shall have specifically and finally approved the terms of this transaction in accordance with their policies and procedures.

(e) Palouse shall remove, at Palouse's sole cost and expense, all tracks, ties, couplings, and railroad hardware, from Palouse Property within twelve (12) months of the closing date on such Palouse Property. Should Palouse fail to remove, at Palouse's sole cost and expense, all tracks, ties, couplings, and railroad hardware in a timely manner pursuant to this Agreement, such property shall transfer automatically to City and City shall be owner thereof.

9. ESCROW HOLDER.

Prior to closing, the parties shall open an escrow with Latah County Title (hereinafter "**Escrow Holder**"). After all of the conditions of closing as set forth in Sections 7 and 8 have been met or waived, Palouse shall deposit into escrow duly executed and acknowledged Quitclaim Deeds conveying the Palouse Property and Palouse Easements to City, subject only to those exceptions specifically approved in writing as the City Permitted Exceptions, together with instructions to deliver and record the Deeds and Easements when (a) Escrow Holder is in a position to transfer the City Property to Palouse subject only to Palouse Permitted Exceptions and (b) compliance by City, Palouse and Regents with all conditions of Exchange Agreement between City, Palouse, and Regents

10. CLOSING.

Closing shall be the date on which the Deeds and Easements are recorded which shall be as soon as practicable after all conditions set forth in Sections 7, 8 and 9 have been satisfied or waived. Possession passes to each respective party on closing.

11. COSTS.

Escrow fees, insurance and recording fees, if any, for all deeds and easement agreements shall be shared equally by the parties. Taxes, rentals and utilities shall be prorated as of the time of closing. City is a tax exempt entity and the City Property is not currently subject to property taxation. As such, property taxes

495592

shall not be prorated for the City Property and Palouse shall be responsible for all property taxes charged against the City Property after the date of closing.

12. COMMISSIONS.

Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction except for Shelley L. Bennett, Bennett & Associates, Inc. (hereinafter "**Broker**") who was retained by Palouse. Palouse agrees that it shall be solely responsible for all brokerage commissions and fees due to Broker and that said commissions and fees shall be paid by Palouse. Subject to any applicable limits of liability specified in Idaho Code §§ 6-901 through 6-929, known as the Idaho Tort Claims Act, each party agrees to indemnify and hold harmless the other party from all claims arising from any misrepresentation by the indemnifying party pursuant to this Agreement and Palouse further agrees to indemnify, defend and hold harmless City from all claims arising from Palouse's failure to pay all brokerage commissions and fees due to Broker.

13. REPRESENTATION CONFIRMATION.

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the City and Palouse.

Section 1:

- ☐ A. The brokerage working with the City is acting as an AGENT for the City.
- ☐ B. The brokerage working with the City is acting as a LIMITED DUAL AGENT for the City, without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the City is acting as a NONAGENT for the City and has an ASSIGNED AGENT acting solely on behalf of the City.
- ☒ D. The brokerage working with the City is acting as a NONAGENT for the City.

Section 2:

- ☒ A. The brokerage working with Palouse is acting as an AGENT for Palouse.
- ☐ B. The brokerage working with Palouse is acting as a LIMITED DUAL AGENT for Palouse, without an ASSIGNED AGENT.
- ☐ C. The brokerage working with Palouse is acting as a LIMITED DUAL AGENT for Palouse and has an ASSIGNED AGENT acting solely on behalf of Palouse.
- ☐ D. The brokerage working with Palouse is acting as a NONAGENT for Palouse.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review.

EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and

495592

NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

Listing Agency: Bennett & Associates, Inc.
 Selling Agency: None
 Responsible Broker: Shelley L. Bennett

14. PROPERTIES SOLD AS-IS.

The provisions of this Section 14 shall survive closing. Each party is relying solely upon such party's inspections as to the condition of properties. Except as expressly set forth in this Agreement, neither party nor such party's employees or agents are making, have made and each party expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the properties or this transaction including, without limitation, the existence of hazardous waste, or the suitability of the property for any intended use. Each party must independently verify all information and reports regarding any aspect or feature of the property. Each party is acquiring its respective property in "As Is" condition with all faults including both latent and patent defects and each party releases the other from any and all liability relating to any aspect or condition of the properties, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise. As used herein "hazardous waste" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde.

15. SUCCESSORS.

This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

16. ATTORNEYS' FEES.

In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

17. DEFAULT.

(a) Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such party, prior to expiration of said thirty (30) day period (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default.

(b) In the event of a default, the nondefaulting party may:

495592

(i) Terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the nondefaulting party;

(ii) Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the nondefaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;

(iii) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and

(iv) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting party.

18. NOTICES.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

Palouse: Brad Snow
Palouse River and Coulee City Railroad
315 W Third St.
Pittsburg, KS 66762

City: City of Moscow, Idaho
Marshall H. Comstock, Mayor
P O Box 9203
Moscow, ID 83843

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

19. CAPTIONS AND HEADINGS.

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

20. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto regarding the properties referenced herein and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

21. CONSTRUCTION.

In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. Furthermore, "person" shall include individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

22. TIME PERIOD COMPUTATION.

All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday or local, state or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

23. BINDING AGREEMENT.

This Agreement shall not be binding or enforceable until both parties have fully executed this Agreement and have delivered to each other an original counterpart of this Agreement fully executed by the delivering party.

24. 1031 EXCHANGE.

City acknowledges that Palouse may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Code. City agrees to reasonably cooperate with Palouse to effect such an exchange; provided, however, that (i) City not be required to acquire or take title to any exchange property, (ii) City shall not be required to incur any expense (excluding attorneys' fees) or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, (iii) no substitution of Palouse shall release Palouse from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by Palouse, its successors or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (iv) Palouse shall give City at least five (5) business days' prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow, (v) Palouse shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "Exchange Documents") required by the exchange, at its sole cost and expense, and (vi) Palouse shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and City shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of City's performance of the acts required hereby.

495592

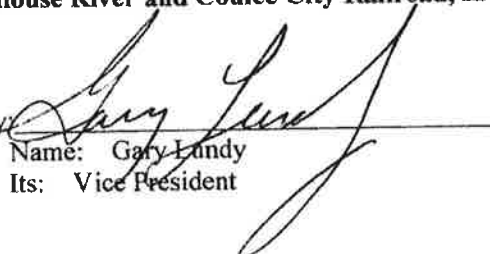
25. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

EXECUTED as of the date first above written.

PALOUSE:

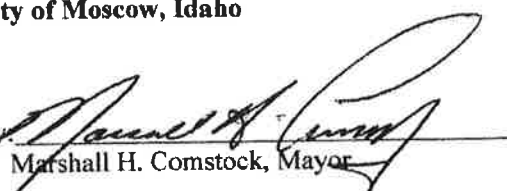
Palouse River and Coulee City Railroad, Inc.

By: 

Name: Gary Lundy
Its: Vice President

CITY:

City of Moscow, Idaho

By: 

Marshall H. Comstock, Mayor

ATTEST:

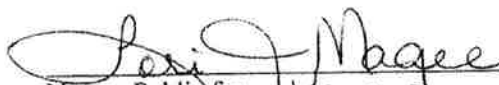

Stephanie Kalasz, City Clerk

**ACKNOWLEDGMENT**

STATE OF Kansas)
County of Crawford) ss.

On this 2th day of April, 2005, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Gary Lundy, known or identified to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same as a duly authorized representative of Palouse River Coulee City Railroad, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


Notary Public for Kansas
My commission expires: 8-16-08

495592

LIST OF EXHIBITS AND SCHEDULES**Exhibit A – Palouse Property**

1. Map of Overall Transaction
2. Quitclaim Deed – Streets Properties
3. Quitclaim Deed – Ghormley South Ball Field
4. Quitclaim Deed - East of I-95 Property

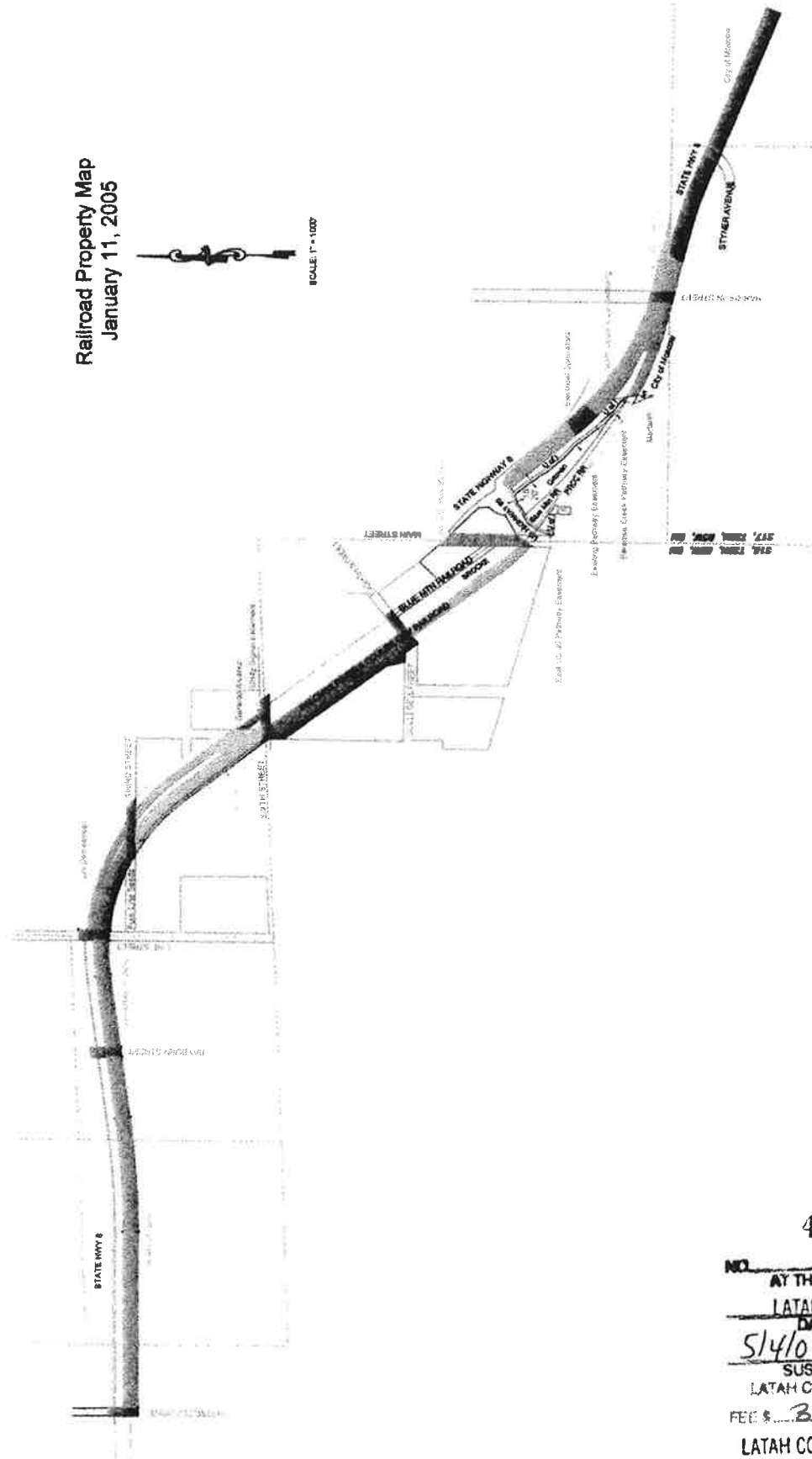
Exhibit B – City Property

Quitclaim Deed – ITD/I-95 Property

Exhibit C – Pathway and Utility Easement Agreements

1. Ghormley South Ball Pathway and Public Utility Easement
2. Paradise Creek Pathway and Public Utility (north and south) Easement
3. Paradise Creek Pathway and Public Utility (east and west) Easement

SCALE: 1" = 1000'



495592

NO. AT THE REQUEST OF:
LATAH COUNTY TITLE CO
DATE & HOUR:
5/4/05 3:43pm
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 30 BY Amelia
dep
LATAH COUNTY TITLE CO

QUITCLAIM DEED

403100
 NO. AT THE REQUEST OF
 LATAH COUNTY TITLE CO
 DATE & HOUR: 4.28.05 3:18
 SUSAN PETERSEN
 LATAH COUNTY RECORDER
 FEE \$ 9.00 BY *[Signature]*

For Value Received, Palouse River and Coulee City Railroad, Inc., a Washington corporation, GRANTOR, does hereby convey, release and forever quit claims unto the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third, Moscow, Idaho, 83843, GRANTEE, the following described premises to wit:

All of that portion of the 100 foot wide railroad right of way, being 50 feet on each side of the Main Track Centerline, commonly known as the Northern Pacific Railway Company (NPRR) Lewiston Branch line right of way, lying within the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Commencing at the center quarter corner of section 17, Township 39 North, Range 5 West, Boise Meridian; Thence southerly along the west line of the southeast quarter of said section 281.43 feet (approximately 275 feet deed); Thence in a southeasterly direction along the Main Branch Centerline for approximately 982 feet to the point of beginning of the land conveyed to Latah County and described in document number 454947, said point being the **Point of Beginning** of this description; Thence northwesterly along said Main Branch Centerline 1922 feet, more or less, to the intersection with the north line of the southwest quarter of said section 17, and the **End of this Description**, from which the center quarter corner of said section 17 bears South 89°20'17" East 896.81 feet.

EXCEPTING THEREFROM a portion of a parcel of land located in the west half of section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, lying within the railroad right of way commonly known as the Northern Pacific Railway Company (NPRR) Lewiston Branch line right of way, and further described as follows:

Commencing at the center quarter corner of section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, from which the west quarter corner of said section bears North 89°20'17" West; Thence along the south line of the northwest quarter of section 17, North 89°20'17" West 463.34 feet to the **Point of Beginning**; Thence continuing along said line North 89°20'17" West 267.37 feet; Thence South 32°48'09" West 93.29 feet to the southwesterly line of the NPRR right of way; Thence along said right of way N76°00'00" West 200.58 feet to the east line of Harrison Street extended; Thence North 00°45'00" East 154.09 feet along the east line of Harrison Street to the northeasterly line of the NPRR right of way; Thence along said right of way South 76°00'00" East 526.12 feet to the **Point of Beginning**.

SUBJECT TO a 60 foot wide public street right of way, known as Styner Avenue.

495433

SUBJECT TO all existing interests, including but not limited to all reservations, rights of way, leases, agreements, and easements of record or otherwise.

together with their appurtenances.

The purpose of this Quit Claim Deed is to convey previously reserved and excepted rights.

DATED: 4-27-05

Palouse River and Coulee City Railroad, Inc.

Gary Lundy
By, Gary Lundy, Vice-President

STATE OF Kansas)
County of Cherokee) ss:

On this 27 day of April, in the year 2005, before me Gary Lundy, personally appeared Gary Lundy, known or identified to me to be the Vice-President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the day and year herein above first written.

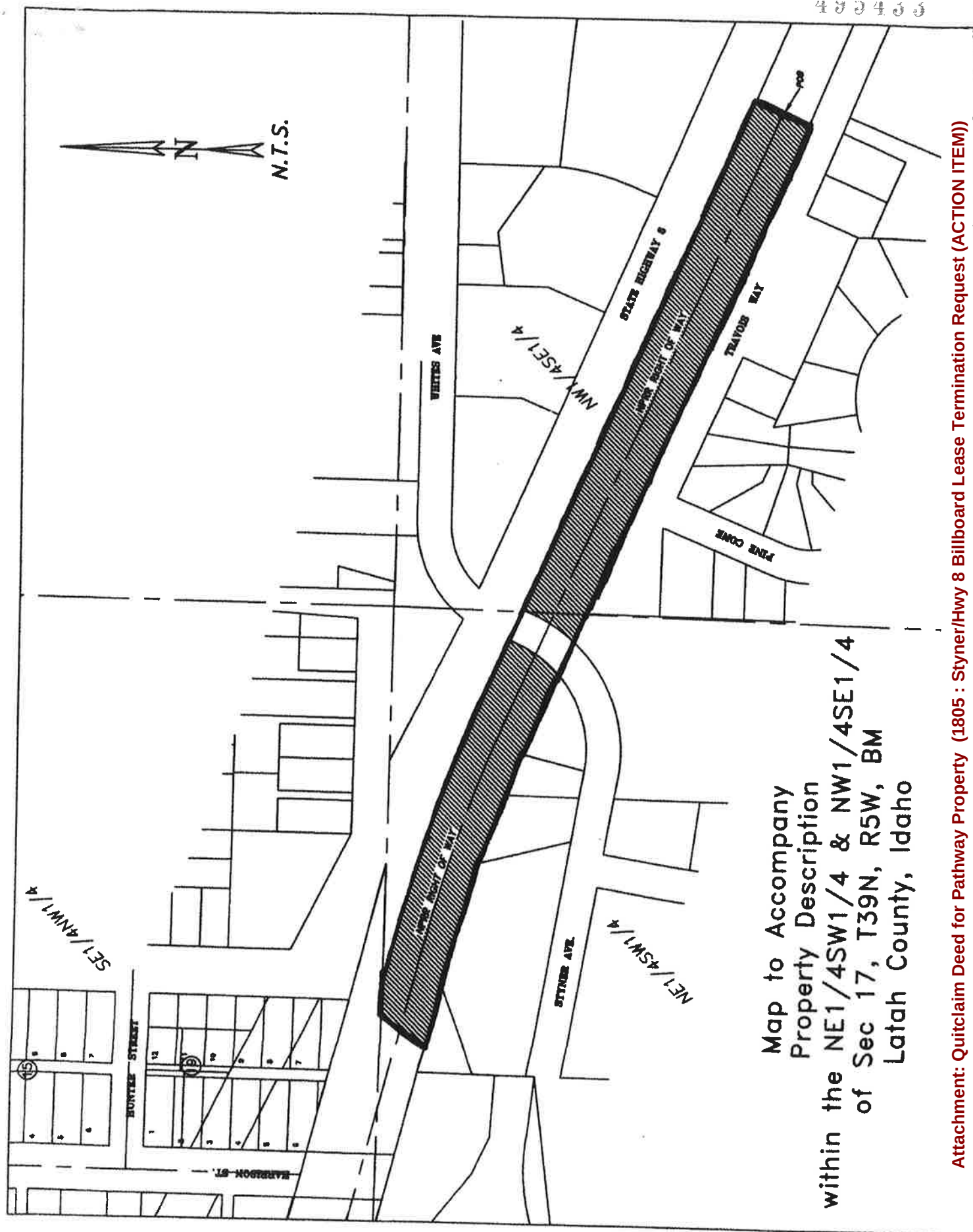
Doris J. Magee
Notary Public for the State of Kansas
Residing at Pittsburg KS
My Commission Expires 8/16/08

GRANTOR:

Palouse River and Coulee City Railroad, Inc.
315 W. Third
Pittsburg, KS 66762

GRANTEE:

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



Attachment: Quitclaim Deed for Pathway Property (1805 : Styner/Hwy 8 Billboard Lease Termination Request (ACTION ITEM))

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL REGULAR MEETING
FEBRUARY 23, 1998**

Mayor Marshall Comstock called the meeting to order at 7:30 P.M. in the Council Chambers.

Present: Councilmembers Linda Pall, Tom LeClaire, Pam Palmer,
Tony Johnson, Steve Busch, Peg Hamlett

Also Present: Gary Riedner, City Supervisor
Gib Myers, Assistant City Supervisor/City Clerk
Randy Fife, City Attorney
Dale Pernula, Community Development Director
Gary Presol, Public Works Director
Randy Rice, Director Parks & Recreation
Roger Blanchard, Parks/Facilities Manager

Busch requested item D be removed from the consent agenda.

1. Consent Agenda

Any item will be removed from the consent agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call vote.

A. Approval of Minutes of February 2, 1998 Regular City Council Meeting

B. Approval of Accounts Payable for the Month of January, 1998 –
Jim Wallace

Public Works/Finance Committee reviewed accounts payable for the month of January 1998 and recommends approval of the following:

General	374,739.48
Parks & Recreation	66,145.94
Arts	2,901.86
Street	68,451.26
Airport	0.00
911	14,351.49
Bond & Interest	13,892.50
Water & Sewer	160,166.10
Sanitation	175,419.73
Parking	5,177.97
LID Bond & Interest	0.00
TOTALS	881,246.33

C. Lot Division Proposal of John Salisbury – Dale Pernula

Jon Salisbury wishes to divide a 2.4-acre parcel of land from an 800-acre parcel owned by their family, east of Moscow on Robinson Park Road in the Area of City Impact. The AF Zone permits a one-time creation of such a parcel, subject to specific conditions. Reviewed by the Administrative Committee February 19, 1998.

ACTION: Approve the lot division subject to the provisions of Moscow City Code Section 4-2-2-D.

E. ICRMP Joint Powers Subscriber Agreement – Jim Wallace

Attachment: Billboard materials (1805 : Styner/Hwy 8 Billboard Lease Termination Request (ACTION ITEM))

The attached agreement with ICRMP (Idaho Counties Risk Management Program) outlines the rights and obligations of the City and ICRMP, acting as reciprocal insurer, to continue to provide a total package of insurance coverages and services for the City.

ACTION: Authorize Mayor to sign the ICRMP Joint Powers Subscriber Agreement.

F. Grant Application – Moscow Arts Commission

The Moscow Arts Commission (MAC) annually applies for a grant from the Idaho Commission on the Arts. This year the MAC is seeking grant funding to expand the scope of last year's education innovations grant. The application required no City funding, but must carry the Mayor's signature. Owing to an impending February 19 deadline, the application was presented to the Public Works/Finance Committee February 18, 1998, at which time the Committee authorized the Mayor's signature on the application. To preserve existing policy of Council authorization for all grants sought under City auspices, ratification by the Council of those actions is requested.

ACTION: Ratify Mayor's signature on Moscow Arts Commission's grant application to the Idaho Commission on the Arts.

Palmer moved, seconded by Pall to approve the Consent Agenda minus item D.

Roll Call Vote: Ayes: Hamlett, Palmer, Johnson, Pall, Busch, LeClaire. Motion carried unanimously.

D. Support for DEQ 319 Grant – Plantings Along Sections of Paradise Creek
– Gary Presol

The University of Idaho Water Resources Research Institute has applied for a grant to stabilize and install plantings along selected sections of Paradise Creek. The University of Idaho is in support of the project and has asked the City of Moscow to submit a letter of support to the Idaho Department of Environmental Quality. The final project should accomplish two things: improved water quality in Paradise Creek, and improved hydraulic capacity in those sections of Paradise Creek. The subject sections include City parklands, Latah County Property, and railroad property. This was reviewed by Public Works Finance February 18, 1998.

ACTION: Authorize staff to develop letter for Mayor's signature, said letter to contain specific language reserving the City's right to review and approve all plans, selection of plantings, and flood control measures.

Busch explained he was unable to attend the last Public Works/Finance Committee, but has some concerns about this grant. He said he knows of no overall management plan for Paradise Creek, and encouraged the Council and Mayor to direct staff to identify the problem areas of the creek, and to plan to address those problems.

Presol explained that the grant is being sought by Idaho Water Resources Research Institution as an affiliate of the University of Idaho. The University is supporting the project; the Palouse-Clearwater Environmental Institute (PCEI) is the grant writer. The University of Idaho is requesting a letter of support for the grant since there are City properties involved.

Pall indicated that the committee members and those citizens who attended the public Works/Finance Committee believe this is a sound proposal, provided that the City retains control over design, planting selection and future maintenance of the creek. Pall moved to

support the grant and send the letter of support containing the above-referenced provisions. Johnson seconded the motion.

Palmer stated she has a conflict of interest regarding this matter, and so will abstain from voting.

Roll Call Vote: Ayes: Busch, Pall, Johnson, Hamlett, LeClaire. Abstain: Palmer. Motion carried.

2. 7:45 p.m. Public Hearing Ordinance to Create L.I.D - East Third Street

A resolution of intent to create L.I.D. #123 was approved by the Council February 2, 1998 as Resolution 98-02. An ordinance to create L.I.D. #123, and a resolution to deal with protests, if any, regarding the L.I.D. are attached. (Gary Presol)

Presol recommended City participation in this L.I.D. in order to elevate the street grade to align with a future bridge across Paradise Creek. The type of bridge—pedestrian, bicycle, or vehicle—has not been determined. The City would need to expend approximately \$15,000.

Mayor Comstock officially opened the public hearing at 7:45 p.m.

Ruth Hoffman, 515 East Third Street, stated that her opposition is unchanged from when this LID was first proposed ten years ago. Her concern is that the benefit is not commensurate with the cost.

There being no further testimony, the public hearing was closed at 7:52 p.m.

Palmer asked Presol to describe the extent of the project. Presol answered that the project extends from Cleveland Street through Roosevelt Street to Paradise Creek, involving eight homes. The LID petition carries the signatures of more than the requisite 60% minimum of property owners affected by the LID.

Gary Riedner said that two written protests were received. In addition to Ms. Hoffman's, a letter of protest was received from a Ms. Anne Adams, 915 East Third Street, whose property is not within the proposed LID.

Palmer asked why the extra work the City would be paying for must be done now, before type of bridge or installation date are known. Presol explained that the bridge will be installed in the not-too-distant future. If the work is not at the correct grade, paving and landscaping done in conjunction with this project will have to be torn up and redone.

Palmer asked Presol about Mrs. Hoffman's opinion that more benefit will accrue to some properties than to others. Presol answered that for the last ten LIDs participants have expressed the desire that everyone in the project be assessed equally, regardless of lot size or other circumstances.

Johnson noted it is likely that when Third Street extends across Mountain View, that is the time the bridge will be considered. If a bridge does go in, the apartment houses west of Blaine and east of Hayes (a very narrow street) will experience problems in dealing with the extra flow of traffic, perhaps necessitating widening.

Pall agreed that Third Street between Hayes and Blaine is seriously constricted. She said she is reluctant to plan for a specific bridge, but realizes that in not planning for one other opportunities may be foreclosed.

It was moved by Johnson, seconded by Hamlett to adopt Resolution 98-04 noting the protest of Ruth Hoffman.

Roll Call Vote: Ayes: LeClaire, Hamlett, Johnson, Pall, Busch. Nays: Palmer. Motion carried.

Moved by Johnson to adopt Ordinance 98-03 creating L.I.D. #123 and to suspend the rules requiring three complete and separate readings, and that it be read by title only. Seconded by Pall.

Roll Call Vote: Ayes: Busch, Pall, Johnson, Hamlett, LeClaire. Nays: Palmer. Motion carried five to one.

Comstock read Ordinance No. 98-03 by title only:

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CREATING LOCAL IMPROVEMENT DISTRICT NO. 123; DESCRIBING AND SETTING FORTH THE BOUNDARIES OF SAID LOCAL IMPROVEMENT DISTRICT; PROVIDING FOR CERTAIN IMPROVEMENTS BEING MADE THEREIN; APPOINTING AN ENGINEER TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS FOR THE WORK; AUTHORIZING THE ADVERTISING FOR BIDS FOR SAID IMPROVEMENTS AS AUTHORIZED BY LAW; PROVIDING FOR THE PAYMENT OF COSTS AND EXPENSES OF SAID IMPROVEMENTS TO BE ASSESSED AGAINST THE PROPERTY WITHIN THE LOCAL IMPROVEMENT DISTRICT BENEFITED THEREBY AND THE METHOD OF SUCH ASSESSMENTS; PROVIDING FOR THE ISSUANCE OF LOCAL IMPROVEMENT DISTRICT WARRANTS AND/OR BONDS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE OF THIS ORDINANCE.

3. 8:00 p.m. Public Hearing – Ordinance to Create L.I.D. – Lieuallen Street

A resolution of intent to create L.I.D. #124 was approved by the Council February 2, 1998 as Resolution 98-03. An ordinance to create L.I.D. #124, and a resolution to deal with protests, if any, regarding the L.I.D. are attached. (Gary Presol)

Presol explained that this L.I.D. is to pave Lieuallen Street from “A” Street up to “C” Street. He has received a petition containing more than the required 60% of property owners necessary to proceed with the L.I.D.

Mayor Comstock opened the public hearing at 8:20 p.m.

Dennis Cochran, of 219 N. Lieuallen, spoke in support of the petition. He feels there is a need for the L.I.D. in order to eliminate the oily dust and to improve the neighborhood.

There being no further testimony, Comstock closed the public hearing at 8:22 p.m.

Palmer moved to pass Ordinance 98-04, creating L.I.D. #124 under suspension of the rules requiring three full and complete readings, and that the Ordinance be read by title only. Johnson seconded the motion.

Roll Call Vote: Ayes: LeClaire, Palmer, Hamlett, Johnson, Pall, Busch. Motion passed unanimously.

Comstock read Ordinance No. 98-04 by title only:

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CREATING LOCAL IMPROVEMENT DISTRICT NO. 124; DESCRIBING

AND SETTING FORTH THE BOUNDARIES OF SAID LOCAL IMPROVEMENT DISTRICT; PROVIDING FOR CERTAIN IMPROVEMENTS BEING MADE THEREIN; APPOINTING AN ENGINEER TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS FOR THE WORK; AUTHORIZING THE ADVERTISING FOR BIDS FOR SAID IMPROVEMENTS AS AUTHORIZED BY LAW; PROVIDING FOR THE PAYMENT OF COSTS AND EXPENSES OF SAID IMPROVEMENTS TO BE ASSESSED AGAINST THE PROPERTY WITHIN THE LOCAL IMPROVEMENT DISTRICT BENEFITED THEREBY AND THE METHOD OF SUCH ASSESSMENTS; PROVIDING FOR THE ISSUANCE OF LOCAL IMPROVEMENT DISTRICT WARRANTS AND/OR BONDS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE OF THIS ORDINANCE.

4. Ordinance Declaring a Moratorium on Ground Signs, Roof Signs and Billboards in the City of Moscow

The rate of installations of billboards in the City of Moscow has been increasing in recent years as demonstrated in the attached memorandum. The proposal is to declare a moratorium on new ground and roof signs and billboards for a period not greater than 120 days, during which time Moscow's sign regulations could be comprehensively reviewed and updated if necessary. Exceptions from the moratorium include signs less than 80 square feet; and signs between 80 and 200 square feet can be installed but would be subject to issuance of a Special Use Permit. Reviewed by the Administrative Committee February 19, 1998. (Dale Pernula)

Pernula said this matter originated when Department Heads met with the City Supervisor and the Mayor after a brief survey of the City entrances indicated a noticeable increase in the number of newer, large signs at the various entrances. Pernula supplied the Council with photographs and a map indicating where each billboard is located.

Comstock said he asked that this ordinance be developed due to his concern regarding the proliferation of all types of signs, especially those placed at the city entrances. The moratorium would give City officials an opportunity to study the sign ordinance to see what can be done to improve the aesthetics of the community.

LeClaire said that the Administrative Committee reviewed this matter and agrees that there is a trend of larger signs going up at the city entrances. With the exemptions to the moratorium, new businesses coming into the area would not be prevented from displaying their signs and advertising their business. The Administrative Committee recommended that Council consider this for approval.

Ken Hobart, District Manager of Idaho Outdoor Advertising, said that the moratorium will not affect anything he has planned at the moment. Hobart agreed that some of the billboards might be considered unattractive, but disagreed with the assumption that the size or area of the billboard affects aesthetics. He noted also that the ordinance does not address the difference between on-premise and off-premise signs.

LeClaire moved to approve the Ordinance on first reading and suspend the rules requiring three separate and complete readings. Pall seconded.

Johnson and LeClaire stated they believe some of the "whereas" clauses are too subjective; not everyone recognizes signs as being unattractive and an imminent peril to the public welfare. LeClaire suggested omitting some of the more subjective paragraphs.

Gary Riedner reminded Council that the purpose of the moratorium is simply to buy four months time in order to re-examine the sign ordinance.

Johnson questioned the need for a moratorium, as there are no known businesses proposing to place billboards, and Mr. Hobart indicated the placing of a billboard takes longer than four months. Comstock answered that Hobart is only one sign contractor, and that the City can't know what is planned by other contractors.

Hamlett supported the moratorium as a protective device to preclude the installation of bad signs in anticipation of restrictions.

Roll Call Vote: Ayes: Busch, Pall, Johnson, Palmer, Hamlett, LeClaire. Motion carried unanimously.

Comstock read Ordinance No. 98-05 by title only:

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR A MORATORIUM ON THE INSTALLATION OF GROUND AND ROOF SIGNS AND BILLBOARDS, PROVIDING FOR EXCEPTIONS FROM THE MORATORIUM FOR SIGNS 80 SQUARE FEET OR LESS IN AREA FOR EACH OF TWO SIDES, AND FOR GROUND AND ROOF SIGNS AND BILLBOARDS GREATER THAN 80 SQUARE FEET AND LESS THAN 200 SQUARE FEET IN AREA FOR EACH OF TWO SIDES, PROVIDING THAT THIS MORATORIUM SHALL BE IN EFFECT FOR A PERIOD NOT TO EXCEED 120 DAYS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

5. Skateboard Facility Recommendation

A group of youth and adults are proposing building a skate park on the Eggan Youth Center grounds for use by skateboarders and in-line skaters. The facility would be located between the Youth Center basketball court and Mountain View Road. Estimated cost of the facility is between \$60,000 and \$80,000. The skate park group would like permission to locate the facility on the Youth Center grounds and begin fundraising activities to pay for its construction. All fundraising, design work, and construction would be coordinated with the City staff. Reviewed by the Public Works/Finance Committee February 23, 1998. (Roger Blanchard)

Blanchard explained that the approximate size of the facility would be 7,000 square feet. The skaters have shown a commitment to raise the necessary funds and they ask the Council to allow them to begin fundraising. The City's insurer ICRMP has indicated they are able to insure the facility if rules are posted at the facility. In addition, the park should be designed so as to eliminate the need for constant maintenance, as those are the types of issues which leave the City at risk. Roger will act at the City Staff Liaison between the skaters (both youth and adults) and the City. The skaters will be an integral part of the park design. Anything to be submitted to the public will have been reviewed by the City.

Pall said that the Public Works/Finance Committee gives its support to this project and recommends the Council endorse the location of the park, to give approval to conduct fundraising activities, and to proceed with design work for the facility. Pall moved to endorse the fundraising proposal, the Eggan Youth Center location, and to proceed with design work for the facility with the cooperation of the University of Idaho design students under the direction of Professor Wendy McClure. Motion seconded by Palmer.

Comstock asked for the vote. The motion carried unanimously.

6. Policy Relative to Block Grant Application

To be eligible for an Idaho Community Development Block Grant a number of resolutions must be in place and periodically updated. One that needs to be updated at this time is a Fair Housing Resolution, a copy of which is attached. Reviewed by the Administrative Committee February 12, 1998. (Dale Pernula)

Pernula briefly explained the need for the resolution.

LeClaire added that the Administrative Committee supports this resolution and the proposed grant, and moved to adopt the Fair Housing Resolution No. 98-05. Seconded by Pall.

Roll Call Vote: Ayes: LeClaire, Hamlett, Palmer, Johnson, Pall, Busch. Motion carried unanimously.

MAYOR'S APPOINTMENTS

The mayor would like to appoint two individuals to the Parks and Recreation Commission: Jeff Pullin and Tim Ewers. Moved by Palmer to accept the appointments. Seconded by Pall. Motion approved unanimously.

REPORTS

Mayor

Comstock reported attending a recent spaghetti feed for the Moscow Sister Cities Association. At that function, he had the opportunity to officially welcome Ana Julia Castillo Lopez, the guest from Villa El Carmen, 50 kilometers southwest of Managua, Nicaragua.

The Mayor also reported that March 11th will be a Special Council Meeting at which swimming pool issues will be addressed.

Administrative Committee

LeClaire reported that the committee has been reviewing sections of the City Code. Portions of Title 7 have been referred to the Building Code Advisory Committee for review.

Public Works/Finance Committee

Pall reported that the committee has reviewed matters with school representatives and interested parents regarding the traffic and safety issues around Russell School. The school has adopted the idea of crossing guards. The staff of the school will shift parking to Jefferson and First and try to keep "A" Street free for parents to drop off and pick up children.

Water Resources Board

Gary Presol reported that Steve Gill, Executive Secretary of the Pullman/Moscow Water Resources Committee, established a conservation program at the direction of the committee whereby kits containing low flow showerheads are issued to grade school children. The children take home a survey form to monitor the water use in their home. Parents typically respond that they didn't realize they were using so much water. This pilot program will be presented to Public Works in the future. At one of the next three quarterly meetings with the counties, universities, cities and school districts, a presentation from Steve Gill will be requested on the status of research projects regarding aquifers and other water resources issues.

Arts Commission

Pall mentioned that Alf Dunn's watercolor display is now on the second and third floor of City Hall.

Linear Park Task Force

Pall reported that the final presentation for options for the area along Paradise Creek just north of Styner will be held March 3, 5:30 p.m. in the City Hall Annex.

Pool Committee

Johnson said the pool committee is preparing for the March 11th presentation.

Tree Committee

Hamlett noted that the Tree Committee is working toward implementing a firewood giveaway program. Most of the wood left after tree pruning ends up at the landfill. This program will gather and possibly deliver wood to those who need and would use it.

Planning and Zoning Commission

Hamlett reported that there have been numerous public hearings regarding such things as special use permit for the addition to the animal shelter; a preliminary subdivision plat at the north end of Hathaway Street (Rolling Hills Fourth Addition); application for Annexation and Zoning of the property located southeast of the intersection of North Polk Ext. and Empire Way.

Building Code Advisory Committee

LeClaire indicated that the committee has examined Title 7, and will continue their perusal on February 24. Recommendations will be presented to the Administrative Committee and then to full Council.

Historic Preservation Commission

LeClaire reported that this Commission annually presents Orchid awards for those who have done good work toward preserving historic buildings, places or sites. They have asked LeClaire to ask if the Council will present those awards at an upcoming Council meeting. They have a tentative date of May 4. Final awards have not all been determined. Councilmembers indicated their willingness to do so.

Goal Setting

Palmer reminded the council that the goal setting workshop is slated for Sunday, March 29, Noon to 5:00 p.m. More information will be available at the next meeting.

The Mayor then asked for a motion to adjourn into Executive Session to discuss a real property matter. Moved by Johnson, seconded by Hamlett. Motion passed unanimously.

There being no further business, the meeting adjourned for an Executive Session.

Marshall H. Comstock, Mayor

ATTEST:

Gilbert F. Myers, City Clerk

ORDINANCE NO. 98-05

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR A MORATORIUM ON THE INSTALLATION OF GROUND AND ROOF SIGNS AND BILLBOARDS; PROVIDING FOR EXCEPTIONS FROM THE MORATORIUM FOR SIGNS 80 SQUARE FEET OR LESS IN AREA FOR EACH OF TWO SIDES, AND FOR GROUND AND ROOF SIGNS AND BILLBOARDS GREATER THAN 80 SQUARE FEET AND LESS THAN 200 SQUARE FEET IN AREA FOR EACH OF TWO SIDES; PROVIDING THAT THIS MORATORIUM SHALL BE IN EFFECT FOR A PERIOD NOT TO EXCEED 120 DAYS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Moscow City Code Title 7, Chapter 7 provides restrictions insufficient to mitigate adverse visual impacts relative to size/area on the installation of ground and roof signs and billboards in the City of Moscow; and

WHEREAS, Moscow City Code Title 4, the Moscow Zoning Ordinance, allows ground and roof signs and billboards with few restrictions in the Motor Business (MB), Central Business (CB), General Business (GB), and Industrial (I) zoning districts in the City of Moscow; and

WHEREAS, there are currently approximately twenty (20) ground and roof signs and billboards in excess of 200 square feet in area for each of two sides, located within the City of Moscow, approximately ten (10) of which have been installed since January 1, 1988, and five (5) of which have been installed since July of 1995; and

WHEREAS, the Comprehensive Plan for Moscow, Idaho, 1985, Section 11 "Community Design" provides on page 95, Objective #9: "Develop Attractive Entrances to the City along major streets" and Policy #6 on page 96: "Major Entrances to the City and University should be enhanced and emphasized. Unattractive land uses along these entrances should be screened from view;" and

WHEREAS, said ground and roof signs and billboards are not consistent with the Moscow Comprehensive Plan 1985 in that an accelerating proliferation of these signs have been installed which detracts from the Moscow entrance corridors; and

WHEREAS, said signs are generally recognized as being unattractive and Moscow's Comprehensive Plan identifies attractiveness as an asset, which positively affects economy by drawing shoppers, visitors, businesses, and residents; and

WHEREAS said signs are generally recognized as being unattractive and Moscow's Comprehensive Plan identifies establishment and maintenance of sense of place, ambience, beauty and character, esthetic consideration, visual compatibility and attractiveness among its goals and policies; and

WHEREAS, Idaho Code §67-6523 authorizes the governing board to adopt a moratorium; and

WHEREAS, an open meeting was held before the Mayor and City Council on February 23, 1998, and it was determined that a moratorium not to exceed 120 days, should be placed on ground and roof signs and billboards; and

WHEREAS, public consideration of the above findings is likely to lead to an application rush for existing sign privileges and to further exacerbate the recognized perils and unsightliness of additional ground and roof signs and billboards; and

WHEREAS, the Mayor and City Council find that said ground and roof signs and billboards present an imminent peril to the public welfare and deem it in the public interest that a moratorium be placed on the installation of additional ground and roof signs and billboards within the City of Moscow, except as provided for in the exceptions from Moratorium.

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

SECTION 1: MORATORIUM. That a moratorium is hereby placed on the installation of ground and roof signs and billboards within the corporate limits of the City of Moscow for reasons stated herein and stated at the open meeting held before the Mayor and City Council on February 23, 1998.

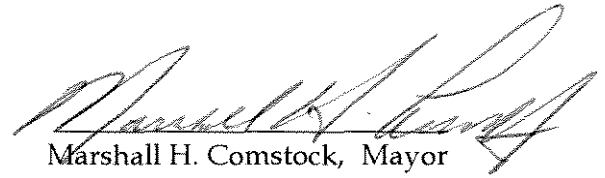
SECTION 2: EXCEPTIONS FROM MORATORIUM. Any sign eighty (80) square feet or less in area for each of two sides is exempt from this moratorium. Ground and roof signs and billboards greater than eighty (80) square feet and less than two hundred (200) square feet in area for each of two sides may be permitted by Special Use Permit and where found to be compatible with the Moscow Comprehensive Plan and the vicinity in which the sign is to be located.

SECTION 3: EXPIRATION DATE. That this Ordinance shall expire upon publication of an ordinance modifying the Moscow City Code Title 7, Section 7, and/or Moscow City Code Title 4 relating to ground and roof signs and billboards, or on June 23, 1998, whichever date(s) comes first in time.

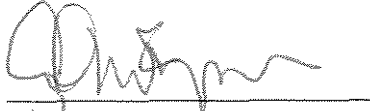
SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining sections of Moscow City Code Title 4 and Title 7 shall remain in full force and effect.

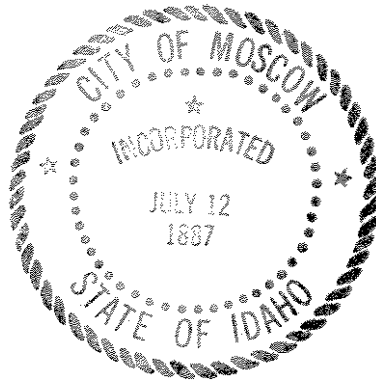
SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from the date of its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this 23rd day of February, 1998.


Marshall H. Comstock, Mayor

ATTEST:


Gilbert F. Myers, City Clerk



Attachment: Billboard materials (1805 : Styner/Hwy 8 Billboard Lease Termination Request (ACTION ITEM))

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL REGULAR MEETING
June 1, 1998**

Mayor Marshall Comstock called the meeting to order at 7:30 P.M. in the Council Chambers.

Councilmembers Present:

Linda Pall, Tom LeClaire, Tony Johnson, Steve Busch, Pam Palmer and Peg Hamlett

Staff Present:

Randy Fife, City Attorney
Dale Pernula, Community Development Director
Dave Klatt, Engineer
Charles Lundfelt, Fire Chief
Chris Bainbridge, Deputy City Clerk

1. Consent Agenda

Any item will be removed from the consent agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call.

- A. Approval of Minutes of May 18, 1998
- B. Request to Overrun Budget for Architectural Services to Prepare Special Use Permit Application for Fire Station #3 – Chief Lundfelt
The Fire Department is requesting an appropriation of \$1500 for preliminary site and building design for the proposed Fire Station #3. The designs are to be submitted along with a request to the Planning and Zoning Commission for a Special Use Permit.
- C. Request to Purchase Self Contained Breathing Apparatus (SCBA) for Fire Department – Chief Lundfelt
The Fire Department is requesting \$50,000 from the proceeds of the Fire Apparatus Bond funds for the immediate purchase of 15 to 20 SCBAs. Over half of the inventory of SCBAs is in poor condition. Most of these units have been in service for over 20 years and no longer meet state and national safety standards for supplied air breathing equipment.
- D. Youth at Risk Grant – Mary Blyth
The Idaho Commission on the Arts has requested Moscow Arts Commission to sponsor a grant application for support of a Youth At Risk Art Camp operated by former MAC Director, Linda Canary. The Moscow Arts Commission is only acting as an umbrella organization for the grant and no City funds are going to be expended. Reviewed by Administrative Committee June 1, 1998.

ACTION: Approve Mayor's signature on Grant Application.

Moved by Palmer, seconded by Hamlett to approve consent agenda as presented.
Roll Call Vote: Ayes: Unanimous. Motion carried.

2. 7:30 p.m. Public Hearing – Proposed Amendments to the Moscow Zoning and Sign Code Defining Billboards and Establishing Location, Size, Spacing and Other Billboard Standards – Dale Pernula

The Council adopted Ordinance #98-05 on February 23, 1998 declaring a 120-day moratorium on certain signs in Moscow. Since February, the Planning and Zoning has devoted most of its time to reviewing the Sign Code, holding a public workshop and preparing amendments to the City Code. With the moratorium about to expire, the Commission prepared regulations and held a hearing on a proposal regulating billboards and larger signs. Reviewed by the Administrative Committee June 1, 1998.

Pernula introduced the proposed amendments, identifying as one of the significant changes a 1,000 foot billboard spacing requirement.

Comstock opened the public hearing at 7:40 p.m. There being no testimony, the public hearing was closed at 7:41 p.m.

Moved by Pall, seconded by Palmer to adopt Ordinance #98-18 on the first reading, under suspension of the rules requiring three separate and complete readings, and to read the ordinance by title only.

LeClaire noted that other aspects of the sign ordinance, such as landscaping, buffering, etc. will be considered later as the Planning & Zoning Commission continues its work on a draft ordinance. He explained that he believes the 500 foot rather than the 1,000 foot standard would be adequate as a first step, and therefore will not support passing this ordinance.

Roll Call Vote: Ayes: Busch, Pall, Johnson, Palmer, Hamlett. Nays: LeClaire. Motion passed five to one.

Comstock read Ordinance 98-18 by title only:

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 3 TO SPECIFY ALLOWANCE OF BILLBOARDS IN THE MOTOR BUSINESS AND INDUSTRIAL ZONING DISTRICTS, SUBJECT TO THE STANDARDS OF MOSCOW CITY CODE TITLE 7, CHAPTER 7; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 7, CHAPTER 7, TO DEFINE AND ALLOW BILLBOARDS, SUBJECT TO STANDARDS, AND TO REDUCE THE MAXIMUM ALLOWABLE SQUARE FOOTAGE OF GROUND SIGNS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

4. Linear Park Task Force Report – Roger Blanchard

Judy Brown, Chair of the Linear Park Task Force, will report to the Council on the Task Force's progress toward developing a neighborhood park adjacent to Paradise Creek in southeast Moscow.

Brown described the process which lead to the master plan, which included land acquisition, planning and design, and development of a 3.5 acre area between the Troy Highway and Styner Avenue. She said the next step will be to develop conceptual drawings and proceed with park development plan, keeping in mind that the 3.5 acres is only a segment of the park.

It was moved by Pall and seconded by LeClaire to accept the report. Unanimous aye vote.

3. 8:00 p.m. Public Hearing – Ordinance to Create Lilly Street L.I.D. – Gary Presol

A resolution of intent to create L.I.D. #125 was approved by the Council May 4, 1998 as Resolution 98-07. An ordinance to create L.I.D. #125, and a resolution to deal with protests, if any, regarding the L.I.D. are attached.

Klatt explained that the area in question is in the 200 block of Lilly Street, between "A" and "C" Streets, and includes all lots on the block except for the two northern lots which were excluded so that they could participate in the proposed "C" Street L.I.D. The City received a petition signed by five out of the seven resident property owners, for 71%. The cost is approximately \$53,300, which would be shared equally by twelve property owners at approximately \$4,450 each. This amount could increase because some of the residents have requested driveway work. The City will participate at an estimated expense of \$16,300 to replace the existing and deteriorated curbs. This is to be bid with the Lieuallen Street L.I.D.

Mayor Comstock opened the public hearing at 8:00 p.m. and asked for any testimony in favor of the Ordinance creating the L.I.D.

Benny F. Burns, Jr. (237 N Lilly Street) spoke in favor of the L.I.D. as pavement would improve the area.

Bill Michael, Jr. lived on Lilly Hill for approximately 28 years, and favors the L.I.D. to cut down on the dust.

Charlie Powell (244 N Lilly) supports the L.I.D. even though he is one of the two residences excluded from the Lilly Street L.I.D.

Mayor Comstock then asked for testimony in opposition. There being none, the public hearing was closed at 8:10 p.m.

Dave Plummer, consulting engineer, said the project is expected to begin before September.

Moved by Palmer, seconded by Johnson to adopt Ordinance #98-19 on the first reading under suspension of the rules requiring three separate and complete readings, and to read the ordinance by title only.

Roll Call Vote: Ayes: LeClaire, Hamlett, Palmer, Johnson, Pall, Busch. Motion passed unanimously.

Comstock read Ordinance 98-19 by title only:

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; CREATING LOCAL IMPROVEMENT DISTRICT NO. 125; DESCRIBING AND SETTING FORTH THE BOUNDARIES OF SAID LOCAL IMPROVEMENT DISTRICT; PROVIDING FOR CERTAIN IMPROVEMENTS BEING MADE THEREIN; APPOINTING AN ENGINEER TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS FOR THE WORK; AUTHORIZING THE ADVERTISING FOR BIDS FOR SAID IMPROVEMENTS AS AUTHORIZED BY LAW; PROVIDING FOR THE PAYMENT OF COSTS AND EXPENSES OF SAID IMPROVEMENTS TO BE ASSESSED AGAINST THE PROPERTY WITHIN THE LOCAL IMPROVEMENT DISTRICT BENEFITED THEREBY AND THE METHOD OF SUCH ASSESSMENTS; PROVIDING FOR THE ISSUANCE OF LOCAL IMPROVEMENT DISTRICT WARRANTS AND/OR BONDS; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE OF THIS ORDINANCE.

5. Preliminary Subdivision Plat – Quail Run Second Addition – Dale Pernula

The proposal is to subdivide approximately 10.35 acres located north of Quail Run Addition, into 35 single-family residential lots. Zoning of the property is R-2, which permits the use and density of the proposal. A public hearing was held on this matter by the Planning and Zoning Commission on May 13, 1998 (minutes enclosed). Reviewed by the Public Works/Finance Committee June 1, 1998.

Pernula introduced the proposed subdivision.

Moved by Pall, seconded by Johnson to approve the preliminary subdivision plat as submitted and to adopt the Findings of Fact from the Planning & Zoning Commission's May 13, 1998 hearing.

Johnson asked about street names. Plummer said the three names suggested and approved by P&Z were: Bobwhite Place (the small culdesac on the right), Gambels (the east/west road), and Covey Lane (the left side of the North/South culdesac).

Unanimous vote for approval by acclamation.

6. Request to Assign and Amend Development Agreement Relative to Public Improvements in the Nelson Addition – Dale Pernula

Jay Bieren entered into a Development Agreement with the City (copy attached) in 1984 regarding improvements to Myrtle Street and Nelson Avenue, which adjoin the property as shown on the map. Security for the improvements was provided in the form of a Certificate of Deposit. Mr. Bieren now wishes to sell the property, assign the Agreement (with Amendments) to the purchaser, and release all or a portion of the security. Reviewed by the Public Works/Finance Committee June 1, 1998.

Pernula explained that Bieren's security has been sitting for the last fourteen years accumulating interest; during that time the cost of improvements has increased as shown by the updated cost estimate prepared by Dean Weyen.

Pall noted that the purpose of these development agreements is to assure that when streets are built, there is adequate financial backing from the owner of the lot to cover the costs. She said the Public Works/Finance Committee recommends that the Council allow the present owners

to transfer to the new purchasers the responsibilities they have under the present development agreement, provided that the new purchasers allow the City to be in first position as a lienholder on the property for the amount of \$37,600, or the actual amount required for the eventual construction of Nelson Street.

Moved by Pall, seconded by Johnson to allow the Development Agreement transfer outlined above, and to direct the City Attorney to draft a development agreement for signature by the new purchasers upon their purchase giving the City first position as a lienholder for the amount of any development of Nelson Street.

Pall then asked to amend the motion to include Myrtle Street. Seconded by Johnson.

Unanimous vote for approval by acclamation.

7. Report Regarding Reconsideration of Kevin Adams' Conditional Use Permit Appeal - Dale Pernula

Because three sitting City Councilmembers were not members of the Council at the time the original appeal was made, it may be appropriate to receive additional information from the applicant, from affected property owners, and the public, and to visit the site. Therefore, a public hearing has been set on this matter for June 15, 1998.

Pernula told the Council if they wish to make a site visit as a group and/or ask questions, that group site visit will need to be publicized with due notice. He explained that the public hearing set for June 15, 1998 is not necessarily just for new information; as an open public hearing, argument would be allowed and all information taken into consideration.

Comstock and Pall indicated they will not be available June 15. Comstock suggested having the next Council meeting June 22 rather than the 15th. Council concurred.

Busch asked about visiting the site individually. Fife replied that individual site visit is acceptable so long as there is no discussion, you don't enter the property and don't ask for information. Driving by is acceptable; walking the property or asking questions would require public notice.

REPORTS

Mayor

Comstock reported that he and Pam attended the pool bond celebration and awarded Jeanne Leffingwell with the first ever "Sprit of the City" award." Criteria have not been set for future awards.

Administrative Committee

LeClaire reported that the committee met on this date to discuss an amendment to the licensing ordinance regarding taxi drivers. The committee also asked Randy Rice to draft a resolution establishing a policy for the second and third floor of City Hall and the City/County Library concerning the serving of alcohol.

Public Works/Finance Committee

No report.

Moscow/Pullman Water Resources Committee

Busch reported that this group is deciding whether to apply for the EPA Wetland Grant. Grants are due in December, with paperwork due in August. This grant money might be applicable to some projects beneficial to the city. The committee's next meeting is scheduled for June 11.

Linear Park Task Force

Pall said that in addition to the report given tonight, the task force will be asking during budget time that their group be a high funding priority.

Arts Commission

Saturday mornings continue to be successful. Pall reported that Arnold Westerlund's prints are now on display at City Hall.

Fire Department

Comstock said the Volunteer Fire Department is discussing taking over the fireworks for the City of Moscow. The Fire Department Board has approved it and continues to look at other aspects, cost, etc.

Planning & Zoning

Hamlett reported that P&Z is working on other sign issues, including landscaping and illumination.

Building Code Advisory Committee

LeClaire said the committee has been reviewing the 1997 Uniform Building Code, with focused discussion on the section concerning building permit fees. Because construction this year is lower than in previous years, there is some discussion about raising the building permit fees, but no consensus has been reached.

Historic Preservation Commission

The Commission intends to give the City and School Board awards for the preservation of the 1912 High School Building, but is waiting until finalization of the building purchase.

Moved and seconded to adjourn. Meeting adjourned at 8:50 p.m.

Marshall H. Comstock, Mayor

ATTEST:

Gilbert F. Myers, City Clerk

P.S. After adjournment, Ken Hobart approached the podium and spoke about the following:

Apologized for missing the meeting. He wanted to address the AIC meeting. He spoke of a meeting that occurred here with Doug Armstrong and Brent Coles; Hobart's company in conjunction with AIC has joined the "Enough is Enough" drug freeze campaign. Hobart's company has made a commitment to join with this effort for as long as it takes, and has donated last year state wide, about 150 billboards. Hobart said those billboards will be put up again next fall. He offered his help should the council request it.

He stated regarding the billboards, the Council was fair, although he had hoped for leniency on the 1000 foot spacing, LeClaire voiced that opinion, and would rather have 500 feet. Would also like to have seen tri-action installed.

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL SPECIAL MEETING
October 19, 1998**

Mayor Marshall Comstock called the meeting to order at 7:30 p.m. in the Council Chambers.

Councilmembers Present:

Tom LeClaire, Peg Hamlett, Pam Palmer, Tony Johnson, Linda Pall, Steve Busch

Staff Present: Gary J. Riedner, City Supervisor

Joel Plaskon, Assistant City Planner

Randy Fife, City Attorney

Roger Blanchard, Parks/Facilities Manager

Gib Myers, Assistant City Supervisor/City Clerk

1. Consent Agenda

Any item will be removed from the consent agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call vote.

A. Approval of Minutes of October 5, 1998

B. Approval of Accounts Payable for September, 1998 – Jim Wallace

Public Works/Finance Committee reviewed accounts payable for the month of September, 1998 and recommends approval of the following:

General	455,860.21
Parks & Recreation	163,321.19
LID Construction	17,763.45
Arts	3,216.04
Street	305,592.38
911	14,921.46
Water & Sewer	524,214.69
Sanitation	179,717.70
Parking	2,229.29
TOTALS	1,666,836.41

C. Wasankari Lot Line Adjustment – Joel Plaskon

Douglas and Melanie Wasankari purchased most but not all of the property they had zoned Industrial and developed as a building recycling business south of Moscow just east of U.S. Highway 95. They now are requesting a reduction in the lot approved for building permit purposes as indicated on the drawing. The portion of land excluded from the lot would revert to the adjoining landowner and any further development of that land would require approval by the City.

ACTION: Approve Wasankari Lot Line Adjustment.

D. Gainford Mix Easement – Gary J. Riedner

This easement will provide the location for the City's proposed welcome sign adjacent to Highway 95 and will assure permanent access for maintenance. Reviewed by Public Works/Finance October 12, 1998.

ACTION: Approve easement and authorize Mayor's signature thereon.

E. Authorization to Apply for Grant for Funding Skateboard Park –Roger Blanchard

Roger Blanchard has requested authorization to submit a grant request to the Idaho Community Foundation for a 1998 Youth Involvement Grant in the amount of \$2,500 to assist in the skateboard park funding. The one-to-one matching fund requirement has already been met by donations, and the grant was written without cost to the City. Because of the fact that the grant had to be submitted no later than October 15, 1998, the request was reviewed by the Public Works/Finance Committee on October 12, 1998, and was signed by the Mayor in order to meet the deadline. Ratification of the submission of the grant is now sought.

ACTION: Ratify grant application for Youth Involvement Grant in the amount of \$2,500 for assistance in funding the skateboard park.

F. Beer/Wine License for Red Door, Inc. – Gib Myers

Red Door, Inc. (215 S. Main) has submitted an application and fees for a restaurant beer and wine license. Reviewed by Public Works/Finance October 19, 1998.

ACTION: Approve issuance of license for beer/wine and restaurant certification to Red Door, Inc. pending approval of inspectors, police department investigation, and obtaining required State and Latah County licenses.

Moved by Pall, seconded by Johnson to approve the consent agenda as presented. Johnson abstained from voting on item 1F.

Roll Call Vote: Ayes: LeClaire, Hamlett, Johnson, Pall, Busch. Nays: None. Motion carried. Palmer arrived subsequent to this vote.

2. **Amendments to Moscow Sign Ordinance – Joel Plaskon**

Several months ago the Council declared a moratorium regarding the installation of large signs in the City of Moscow. During the moratorium, the Planning and Zoning Commission prepared an Ordinance restricting the size and placement of billboards, which the Council eventually adopted. Since that time, the Planning and Zoning Commission has reviewed our current Ordinance and has prepared the enclosed revisions to remedy what they perceive as deficiencies. Sign Ordinance provisions from Lewiston, Pullman, Bozeman, Montana and other cities were considered in the preparation of the revisions.

Plaskon introduced the draft sign ordinance, codified as Moscow City code Title 4, Chapter 7. He said the draft ordinance as proposed will provide for more stringent regulation of some sign types, will strengthen non-conformity provisions, and will also group all sign regulations, now distributed between Titles 4 and 7, in a single location. Council discussion followed, with consensus on the need for clearer language and a better definition, perhaps using examples for illustration, of the kind of signage the City means to encourage. Comstock asked each Council member to review the ordinance, and to forward all questions and concerns to the P&Z Commission. Plaskon said the Commission will next implement those changes and bring the

reworked draft back to the Council for an additional review prior to conducting a public hearing.

3. Downtown Sidewalk Policy – Roger Blanchard

In the downtown L.I.D. area, property owners are responsible for maintaining sidewalks while the City maintains the trees. The issue is who should be responsible for sidewalk replacement when it is determined that a tree root is the cause of an uplifted or damaged sidewalk. Staff recommended that in such cases, the City should pay up to 50% of the cost of sidewalk replacement. Concrete grinding or other corrective measures short of replacement would still be the responsibility of the adjacent property owners.

Blanchard explained that this matter is before the full Council because consensus was not obtained at the council committee level. Pall moved, seconded by Busch, to accept the policy as proposed. Johnson disagreed with the motion, saying he thinks the City should pay 100% of costs for repair of tree-caused damage. LeClaire also disagreed, noting that the City already maintains the downtown trees to the benefit of adjacent property owners. Busch said he believes the policy strikes a good balance.

Roll call vote: Ayes: Busch, Pall, Johnson, Palmer, Hamlett. Nays: LeClaire. Motion carried.

REPORTS

Mayor

Comstock reported that he, Linda Pall and Gary Riedner recently met with Mark Hambly, a US ambassador with the State Department, who was in Moscow for a meeting.

Public Works/Finance Committee

Pall reported the committee's discussion on this same date regarding the need for a comprehensive management plan for all streams in the city. She said the discussion reviewed City actions to date; addressed flooding, resource conservation, recreation, transportation, and maintenance, and who now has responsibility for each. She proposed to the Mayor and Council that a task force comprising seven to nine members be created to draft a comprehensive management plan for Moscow waterways, and that a mission statement and charge be prepared for same.

Administrative Committee

Hamlett reported that the committee most recently discussed the need for a Fair Housing Commission. The committee came to no consensus, and will have the matter brought back again.

Palouse Basin Aquifer Committee

Busch reported that Steve Gill, who functions on the PBAC, may be taking a position at the Palouse Clearwater Environmental Institute. Busch asked for input from anyone on the Council who sees a potential conflict of interest in Gill's continuing presence on the PBAC if he becomes a PCEI employee.

Arts Commission

Pall announced that a new weaving show now on display at City Hall will have its official opening on Thursday, Oct 22, 1998, and that the Mayor's Arts Awards will be held on October 29, 1998 at 6:00pm in City Hall.

Bicycle Advisory Committee

LeClaire reported that the committee met on October 6, which meeting was also attended by representatives of the Idaho Transportation Department (ITD). Discussion addressed bicycle lanes along the south couplet; T21, the federal grant program that will replace ISTEA in promoting bicycle and pedestrian modes of transportation; and the City-proposed traffic light on Hwy 95 at Styner Ave.

Swimming Pool Construction Committee

Pall reported that the committee is rethinking how to structure the bid request, and is working to get Ghormley demolition bids now.

City Supervisor

Riedner reported that EPA has agreed to conduct a public hearing on reissuance of Moscow's National Pollutant Discharge Elimination System (NPDES) permit. The hearing will be held on November 17, 1998 from 7:30pm to 9:30pm at the Moscow Community Center. Riedner also told the Council that staff will be publishing a list of open City committee and commission positions in the next week or so to solicit new applications from interested citizens.

The meeting adjourned at 8:40pm.

Marshall H. Comstock, Mayor

ATTEST:

Gilbert F. Myers, City Clerk

Attachment: Billboard materials (1805 : Styner/Hwy 8 Billboard Lease Termination Request (ACTION ITEM))

ORDINANCE NO. 98-18

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 3 TO SPECIFY ALLOWANCE OF BILLBOARDS IN THE MOTOR BUSINESS AND INDUSTRIAL ZONING DISTRICTS, SUBJECT TO THE STANDARDS OF MOSCOW CITY CODE TITLE 7, CHAPTER 7; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 7, CHAPTER 7, TO DEFINE AND ALLOW BILLBOARDS, SUBJECT TO STANDARDS, AND TO REDUCE THE MAXIMUM ALLOWABLE SQUARE FOOTAGE OF GROUND SIGNS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on February 23, 1998, the Moscow Mayor and City Council passed and approved Ordinance #98-05 which establishes a moratorium on ground and roof signs and billboards; and

WHEREAS, the moratorium established by Ordinance #98-05 expires June 23, 1998 or upon publication of an ordinance amending Moscow City Code Title 7, Chapter 7, and/or Moscow City Code Title 4 regarding ground and roof signs and billboards, whichever comes first; and

WHEREAS, the City of Moscow deems that a reduction of the maximum allowable square footage of ground signs and billboards is in the best interest of the community; and

WHEREAS, the City of Moscow deems that the allowance of billboards, subject to standards that are developed specific to the advantages and disadvantages of billboards versus other types of signs is in the best interest of the community;

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

SECTION 1: That Moscow City Code Title 4, Section 3-7(K) be and the same hereby is, amended as follows:

Permitted Signs:

1. Outdoor advertising structures and signs
2. Billboards, subject to the requirements of Moscow City Code Title 7, Chapter 7

SECTION 2: That Moscow City Code Title 4, Section 3-8(K) be and the same hereby is, amended as follows:

Permitted Signs:

1. Billboards, subject to the requirements of Moscow City Code Title 7, Chapter 7.

2. Signs, advertising structures, and area illumination are permitted, subject to the following limitations:

SECTION 3: That Moscow City Code Title 7, Chapter 7, be and the same hereby is, amended as follows:

Section 7-2 Definitions.

Terms as used in this Chapter are defined as follows, unless the context otherwise indicates:

~~Billboards. See ground and roof signs.~~

Billboard. A sign on which space is leased or rented by the owner thereof.

Section 7-15. Ground Signs.

D. Ground signs shall not exceed ~~five hundred (500)~~ three hundred (300) square feet in area on any one (1) facing, and they shall not exceed six hundred (600) square feet in area for all facings combined.

Section 7-19. Billboards.

A. Materials: Every billboard shall be constructed of materials as approved by the Building Official.

B. Height: Except by express permission of the Council, a billboard shall not exceed a height of twenty-five (25) feet above the ground.

1. Any billboard erected over a walkway shall maintain a minimum of ten (10) feet clear distance from the walkway surface.

2. Any billboard erected over a driveway, alley, or thoroughfare shall maintain a minimum of twelve (12) feet of clear distance from such driveway surface, alley surface, or thoroughfare surface.

C. Projection: A billboard shall be allowed to project over a public right-of-way provided that specific prior written approval has been given by the jurisdiction having authority over such public right-of-way.

D. Area/Size: No billboard shall exceed three hundred (300) square feet in area per facing.

E. Number of Facings: No billboard shall have more than two facings. A tri-action-faced billboard shall be considered to have more than two facings.

F. Illumination: A billboard, if illuminated, shall be illuminated by indirect and external lighting only. The light source shall not be visible from any location on any adjacent lot or right-of-way. The intensity of illumination shall be in compliance with this Chapter.

G. Spacing: A billboard shall not be constructed or relocated to within one thousand (1,000) feet of another, as measured between the nearest points of the billboards.

H. Location:

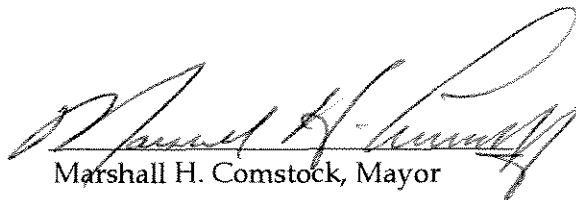
1. No billboard shall be located within the City except on property within fifty (50) feet of U.S. Highway 95 right-of-way or State Highway 8 right-of-way and within an Industrial Zoning District or Motor Business Zoning District as described in the Moscow Zoning Code.

2. No billboard support structure shall be located within any City right-of-way.

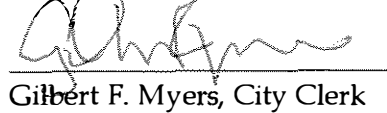
SECTION 4. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions.

SECTION 5. This Ordinance shall be in full force and effect from the date of its passage, approval, and publication according to law.

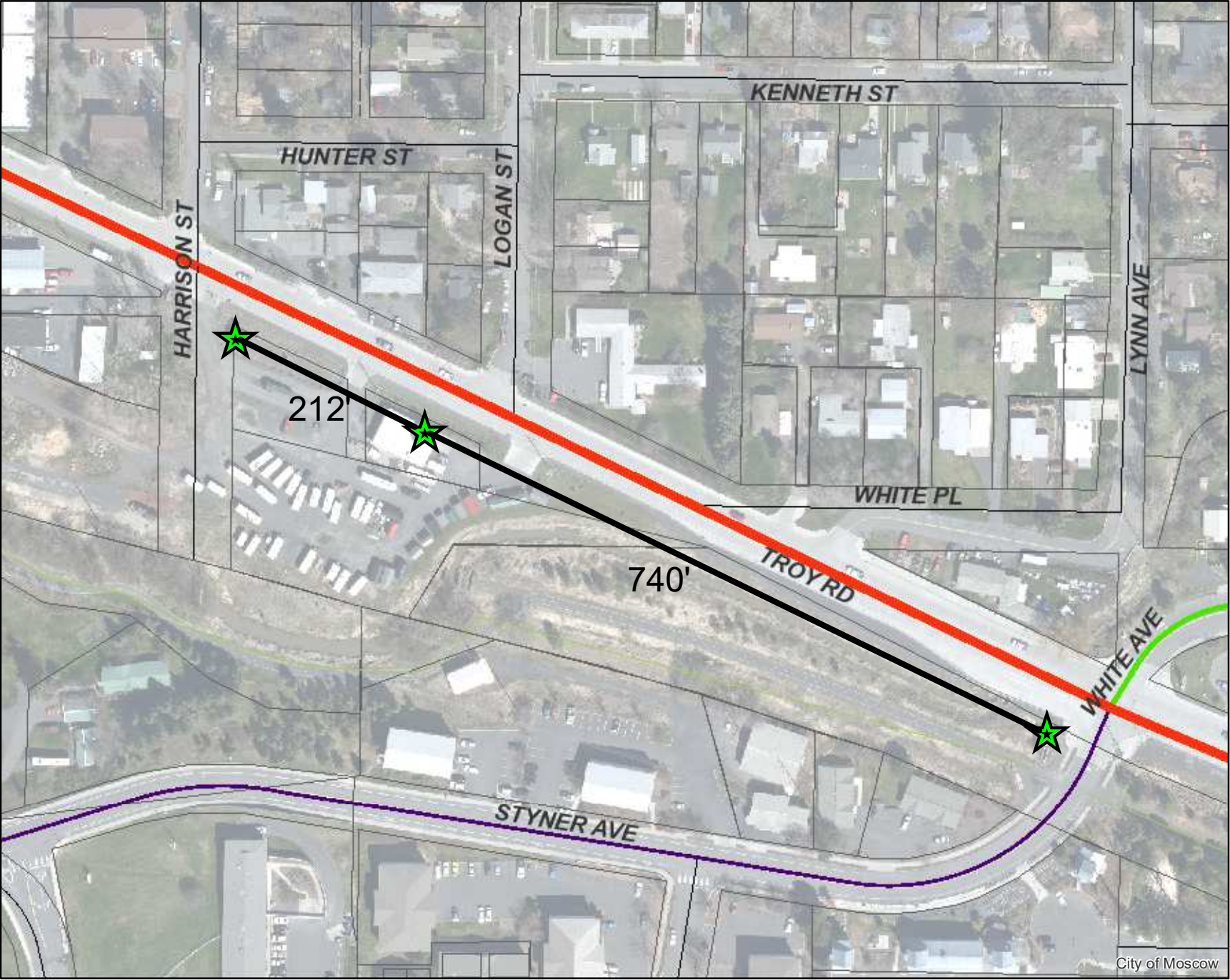
PASSED by the City Council and APPROVED by the Mayor this 14th day of June, 1998.


Marshall H. Comstock, Mayor

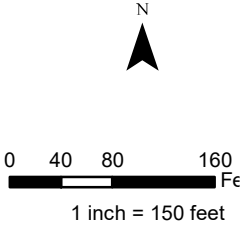
ATTEST:


Gilbert F. Myers, City Clerk





Existing Billboa
Spacing on
Troy Highway



Attachment: Billboard materials (1805 : Styner/Hwy 8 Billboard Lease Termination Request (ACTION

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 09/10/2018**Title:** Pedestrian Easement Memorandum of Understanding with Blum Enterprises Inc. (ACTION ITEM)**Responsible Staff:** Bill Belknap

Information

DESCRIPTION: Mr. Noel Blum recently purchased the former Dumas Seed Warehouse property located between Almon and Asbury Streets and adjacent to A Street. During a recent transaction to sell the brick powerhouse building and property (as proposed in the recently approved lot division) it was discovered that there was a unique easement that was granted via a quit claim deed dated in 1932, which granted an irregular shaped 16 foot wide easement for both private and public use as a public thoroughfare. Based upon the shape of the legal description of the easement, it appears that the easement might have been intended to extend a private alley between Asbury and Almon Streets out to Almon Street. In the original Misses A.A. Lieuallen's Addition plat, the alley within that block only extended to the southerly boundary of lots 27 and 10, which is approximately 130 feet short of the subject easement.

Based on historic aerial photos, it appears that there may have been a narrow dirt lane extending north from the public alley roughly through the easement area. It fades over time and beginning in 1990, vegetation appears to be taking over that area and by 2001 there is no sign of a vehicular route through the area. Mr. Blum approached the City to obtain the City's interpretation of the easement document and whether the City felt the City had any property right in the easement. After review by the City Attorney, and a review of the City's records, staff has concluded that it does not appear that the subject property was ever dedicated, accepted or maintained by the City as public right-of-way, therefore the City, as a corporate entity, does not have a specific property interest in the easement.

Mr. Blum anticipates the need to pursue a quiet title action to extinguish the easement and remove the encumbrance from the property and is seeking the City's support. Mr. Blum is proposing to relocate the easement to a location along the southern property boundary to provide a pedestrian easement to cross the subject property, thereby providing an easement of much greater utility in creating a pedestrian route east-west from First Street to the east and Lillian Woodworth Otness Park to the west. In exchange, the City would provide a letter of support to Mr. Blum supporting the termination of the 1932 easement and any interest that the City may have in the easement. The City Attorney and Mr. Blum's attorney have prepared a Memorandum of Understanding (MOU) documenting this agreement for the Council's consideration.

STAFF RECOMMENDATION: Recommend approval of the proposed Memorandum of Understanding with Blum Enterprises Inc.

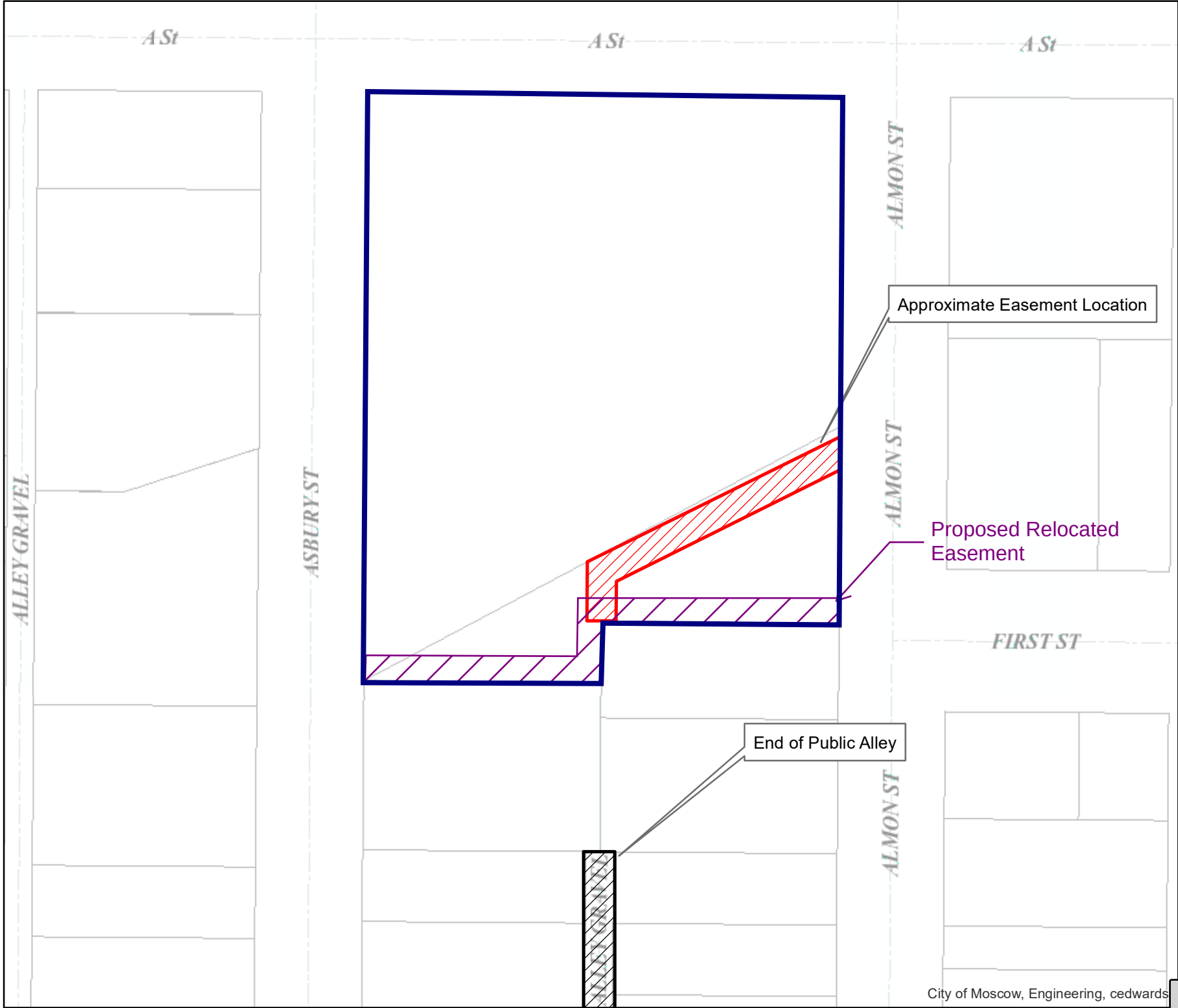
PROPOSED ACTIONS: Recommend approval of the proposed Memorandum of Understanding with Blum Enterprises Inc., or provide staff further direction.

Necessary Resources/Impacts

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

Attachments

Dumas Easement
MOU City and Blum SRW-mv-SRW(clean)



1 inch = 70 feet

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
BLUM ENTERPRISES, LLC**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”), is entered into effective the _____ day of September, 2018 by and between City of Moscow, Idaho, a municipal Corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and Blum Enterprises, LLC, (hereinafter “DEVELOPER”). CITY and DEVELOPER are each individually referred to as a “Party”, and collectively, the “Parties”.

WITNESSETH:

WHEREAS, DEVELOPER desires to develop real property located in the City of Moscow, legally described on Exhibit “A” (“DEVELOPER’s Property”); and

WHEREAS, there exists an easement for public use over and across a portion of DEVELOPER’s Property (the “Easement”), which was established via a reservation found in a Quit Claim Deed dated September 8, 1932, under Instrument No. 119798, and found on Page 272, Book 91 of Deeds (see Exhibit “B”); and

WHEREAS, DEVELOPER desires to terminate the Easement and to provide for a new replacement easement which allows for continuous pedestrian access from Almon to Asbury (the “Replacement Easement”), which the existing Easement does not; and

WHEREAS, CITY does not object to the termination of the Easement and, in fact, prefers to accept the Replacement Easement which CITY believes serves the public’s interests more than the existing Easement; and

WHEREAS, according to the records of CITY, the Easement for public use was never dedicated to CITY and, therefore, CITY has no legal interest in the Easement; however, CITY does have an interest in seeing the Replacement Easement dedicated to establish and preserve a public right-of-way from Almon to Asbury Streets through DEVELOPER’s Property; and

WHEREAS, CITY desires to enter into an agreement whereby CITY releases its interests, if any, in the Easement in exchange for the Replacement Easement. To the extent CITY represents the public’s interest in public rights-of-ways, CITY believes it is in the public’s best interest to release the Easement in exchange for DEVELOPER dedicating the Replacement Easement; and

WHEREAS, DEVELOPER intends to file a quiet title and declaratory judgment action in Latah County Second Judicial District in order to terminate the Easement based upon the fact that it is unnecessary to serve the purpose in which the Easement was reserved given the Replacement Easement. CITY desires to cooperate in DEVELOPER’s pursuit of a judicial termination of the Easement with the understanding that DEVELOPER will dedicate the Replacement Easement once the Easement is terminated and as long as there are no additional costs to CITY. The Parties

intend for this MOU to represent CITY's support of the termination of the Easement in subsequent Court proceedings; and

WHEREAS, the purpose of this MOU is to memorialize the agreement between DEVELOPER and CITY regarding the termination of the Easement and dedication of the Replacement Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOU, DEVELOPER and CITY hereby agree as follows:

1. TERMINATION OF EASEMENT

CITY agrees that it is not in the public's best interest, to the extent such interest is represented by CITY, in maintaining the Easement. Accordingly, CITY supports the termination of the Easement and agrees to cooperate with DEVELOPER in DEVELOPER's judicial action to terminate the Easement.

2. DEDICATION OF REPLACEMENT EASEMENT

Upon successful termination of the Easement, DEVELOPER agrees to dedicate to CITY, the Replacement Easement described on Exhibit "C". CITY agrees to be responsible for the construction and costs of all improvements within the Replacement Easement, including fencing, retaining walls as necessary, and the installation of a pedestrian walkway.

3. MODIFICATION

CITY and DEVELOPER agree that the provisions of this MOU may be modified only upon written agreement signed by CITY and DEVELOPER.

4. BINDING ON HEIRS AND ASSIGNS AND SUCCESSORS IN INTEREST

This MOU shall be binding upon the heirs, assignees and successors in interest of the respective Parties.

5. JURISDICTION AND VENUE.

It is agreed that this MOU shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

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

DEVELOPER

Blum Enterprises, LLC

CITY

City of Moscow, Idaho

Noel Blum, Managing Member

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Noel Blum, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Blum Enterprises, LLC.

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

EXHIBIT "A"**Developer's Property**

A parcel of land located in the County of Latah, State of Idaho, and more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7; the North 5 feet of Lot 8; and all of Lots 29, 30, 31, 32, 33, 34 and 36, Block 5 Misses A.A. Lieuallen's Addition to the City of Moscow, as shown by the recorded plat thereof

EXCEPTING THEREFROM the following parcel:

A parcel of land located in Block 5 of Misses A.A. Lieuallen's Addition to the City of Moscow in the southwest quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northeast corner of Lot 1, Block 5; thence along the east line thereof, S 00°28'02" W, 18.84 feet to the **POINT OF BEGINNING**:

Thence continuing along said east line, S 00°28'02" W, 73.16 feet;
 Thence N 89°35'04" W, 144.99 feet;
 Thence N 00°28'02" E, 92.00 feet;
 Thence S 89°35'04" E, 5.18 feet;
 Thence S 00°28'02" W, 1.50 feet;
 Thence S 89°59'39" E, 121.62 feet to a point that is 0.63 feet south of the North line of Lot 1;
 Thence S 44°31'40" E, 25.72 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Quit Claim Deed

Instrument Number 119798 ✓

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That Lillie I. Woodworth and Jay Woodworth, husband and wife, of Latah County, State of Idaho for the consideration of One and no/100 Dollars, do hereby remise, release and forever quitclaim unto Elwyn J. Mercer of the County of Latah, State of Idaho, the following described real property situate in the County of Latah, State of Idaho, to-wit:

Beginning at a point 125 feet west from west line of Almon Street and five (5) feet south of the north line of Lot Eight (8) in Block Five (5) of Misses A. A. Lieualien's Addition to Moscow, as shown by recorded plat thereof; running thence west parallel to Lot line sixteen (16) feet; thence north parallel to Almon Street to intersect a line drawn from the northeast corner of the south half of Lot Five (5) in said Block Five (5) to the northwest corner of Lot Twenty-eight (28) in said Block Five (5); running thence northeasterly to the northeast corner of the south half of said Lot Five (5); running thence south twenty (20) feet to the southeast corner of said Lot Five (5); running thence southwesterly toward a point twenty (20) feet south of the northwest corner of Lot Twenty-eight (28) in said Block Five (5) to a point one hundred twenty-five (125) feet west of west line of said Almon Street; and thence south 24 feet more or less to place of beginning.

It is expressly hereby reserved and provided that an easement is hereby reserved for both public and private use of the whole of the land above conveyed as a public thoroughfare, and that grantee, his heirs, administrators and assigns shall at all times keep same open, unobstructed and shall allow the free use of the same by grantors, their heirs, administrators or assigns and also by all other persons as a public thoroughfare.

(\$0.50 U. S. I. R. stamp attached and cancelled.)

IN WITNESS WHEREOF, we have set our hands this eighth day of September, 1932.

Witnesses:

Lillie I. Woodworth

Jay Woodworth

STATE OF Idaho)
County of Latah) ss.:

On this 8th day of September 1932, before me C. L. Thompson a Notary Public in and for said county and state, personally appeared Lillie I. Woodworth and Jay Woodworth, wife and husband known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above written.

S B
: C. L. THOMPSON :
: NOTARY PUBLIC :
: STATE OF IDAHO :
A L

C. L. Thompson
Notary Public.
at Moscow, Idaho

Filed for record October 26, 1932, at 1:10 o'clock P. M.
Request of LATAH COUNTY TITLE CO. Fee \$1.20.

HARRY A. THATCHER,
RECORDER.

BY *Frederic E. Howard*
DEPUTY.

EXHIBIT "C"**Replacement Easement Description**

An easement twelve feet (12') wide over, across, and through the following property:

A parcel of land situated in the City of Moscow, County of Latah, State of Idaho and more particularly described as follows:

BEGINNING at a point five feet (5') south of the northeast corner of Lot 8; thence westerly parallel with the north boundary line of Lot 8 a distance of 133 feet; thence south parallel with the eastern boundary of Lot 29 a distance of thirty-five feet (35'); thence westerly to the southwest corner of Lot 29; thence North twelve feet (12'); thence east parallel with the south boundary line of Lot 29 a distance of 121 feet; thence North thirty-five feet (35') parallel with the east boundary line of Lot 29; thence easterly parallel with the North boundary of Lot 8 a distance of 145 feet to the east boundary of Lot 8; thence south along the eastern boundary of Lot 8 to the point of beginning.

ADMINISTRATIVE COMMITTEE AGENDA**Meeting Date:** 09/10/2018**Title:** Educational Uses in Central Business District Survey (ACTION ITEM)**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: During the recent Zoning Code update that was approved by the City Council on May 21, 2018, questions were raised by the Council regarding the allowance of Educational Institutions (colleges and universities) within the Central Business Zoning District (CBZD). The City Council approved the Zoning Code amendment as presented, but requested that the Administrative Committee of the City Council continue the discussion regarding the allowance of educational uses within the CBZD. On August 20, 2018, staff provided a presentation upon the history of the CBZD and the 2005 City Code amendment that addressed educational uses including schools, commercial schools and educational institutions within the CBZD to City Council. At that meeting, Council provided direction to staff to develop a survey for the community and property owners and businesses operating within the CBZD. A draft of that survey instrument has been prepared for the Committee's review. The draft survey instrument includes questions designed to gauge the perceptions of the community and property owners and businesses operating within the CBZD in regards to a) current public/private universities and colleges in the CBZD and b) additional or expanded public/private universities and colleges in the CBZD.

STAFF RECOMMENDATION: Receive draft survey instrument and provide Staff direction.

PROPOSED ACTIONS: Receive draft survey instrument and provide Staff direction.

Necessary Resources/Impacts

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

Attachments

Community and Business Survey Tool Committee and Council Draft



Educational Uses in the Central Business District Survey

Please complete this questionnaire if you are the adult (age 18 or older) in the household who most recently had a birthday. The adult's year of birth does not matter. Your responses are anonymous and will be reported in group form only.

Introduction

The Moscow City Council would like the community's input on allowing more public and private colleges and universities (not including trade and vocational schools) in the Central Business Zoning District. This is the downtown area of Moscow. Any action the City Council may or may not take would not affect the current downtown educational uses, just future unanticipated uses. However, those already in use would not be allowed to expand.

Background

The Central Business District (downtown Moscow) has the most commercial space in the City with the most street level store front properties and has no off-street parking requirements. In 2005, the Moscow City Council changed the City's Zoning Code to allow public and private colleges and universities as educational uses within the Central Business District (downtown Moscow) with a conditional use permit. The conditional use permit process includes a public hearing and allows the Planning and Zoning Commission and the City Council to look at any problems the conditional use might create in that location. After this review process there may be additional "conditions" required of the applicant in order to use the location.

Since 2005, the City has issued four conditional use permits for public and private colleges and universities in the Central Business District.

New Saint Andrews College:

- 405 S. Main Street (2006 and renewed in 2008)
 - For up to 200 full-time students (2017-2018 academic year enrollment was reported as 181 students)
 - Conditions included:
 - 42 additional off-street parking spaces
 - 60 linear feet of street level commercial space open to the public
 - This includes the college library and bookstore
- 505 S. Jackson (2013)
 - For a private/public parking lot to meet the off-street parking condition for 405 S. Main Street.
 - Conditions included:
 - Parking lot to be open to the public after business hours
 - Landscaping and parking lot improvements were required
- 112 North Main Street (2017)
 - For up to 300 FTE students with the
 - Conditions included:
 - Provide 47 off-street parking spaces within one quarter mile of the location.

University of Idaho:

- 805 S. Main Street (2017)
 - For an anatomy lab and classroom facilities for up to 40 student to be located on the third floor of the Gritman Medical Office Building
 - No conditions were required.

All of the current permits allow for up to a total of 540 students to attend classes in downtown Moscow. At this time, 181 students currently attend public or private university classes in downtown Moscow. On the following page are several questions the City Council would like your feedback on regarding this topic.

1. Please rate your level of agreement for the following statements for ADDITIONAL public and private colleges and universities in the Central Business District (downtown Moscow):

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
a) Public and private colleges and universities should be allowed in the Central Business District (downtown Moscow) WITH requiring a conditional use permit?	☐	☐	☐	☐	☐	☐
b) Public and private colleges and universities should be allowed in the Central Business District (downtown Moscow) WITHOUT requiring a conditional use permit?	☐	☐	☐	☐	☐	☐
c) Public and private colleges and universities should not be allowed within the Central Business District.	☐	☐	☐	☐	☐	☐

2. Do you believe that the **CURRENT** public and private colleges and universities are a positive or negative feature of downtown Moscow?

Extremely Positive	Somewhat Positive	Neutral	Someway Negative	Extremely Negative	Don't Know
☐	☐	☐	☐	☐	☐

a) If any, please list the top three positive things you believe current public and private colleges and universities bring to downtown Moscow.	b) If any, please list the top three negative things you believe current public and private colleges and universities bring to downtown Moscow.

3. Do you believe any **NEW** public and private colleges and universities or **EXPANSION OF CURRENT** college or universities would be a positive or negative feature in` downtown Moscow?

Extremely Positive	Somewhat Positive	Neutral	Someway Negative	Extremely Negative	Don't Know
☐	☐	☐	☐	☐	☐

a) If any, please list the top three positive things you believe current public and private colleges and universities bring to downtown Moscow.	b) If any, please list the top three negative things you believe current public and private colleges and universities bring to downtown Moscow.