



Moscow City Council Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

Council Chambers

7:00 PM

April 2, 2018

206 E. Third St.

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

Pledge of Allegiance

Fair Housing Month Proclamation

Documents:

[FAIR HOUSING PROCLAMATION.PDF](#)

1. Consent Agenda

A. Approval Of Moscow City Council March 19, 2018 Minutes – Laurie M. Hopkins

Documents:

[CITY COUNCIL MINUTES OF 3-19-18.PDF](#)

B. 710 Pullman Road Lot Division - Ryan Cash

Whipple Consulting Engineers have requested a lot division of a 62,714 sf parcel of land legally addressed as 710 Pullman Road within the City of Moscow. The applicant proposes to establish two parcels of approximately 21,506 sf and 41,208 sf from the original 62,714 sf parcel. The subject property is located within the Motor Business (MB) Zone where there is no minimum lot area or width for commercial uses. The two proposed parcels will meet all minimum lot requirements for the MB Zone. There are currently two vehicular approaches that provide access to the subject property from Pullman Road and one approach from 'A' Street. The two easterly approaches are shared with the Renaissance Mall development adjacent to the east and have shared access easements across both properties. The applicant is proposing to establish an access easement across the newly

created Lot 1 two allow cross access through the site. In accordance with City of Moscow requirements, property owners within 600 ft of the property have been notified of the proposed division and the site had been posted seven (7) days prior to the meeting date. This was presented to Public Works/Finance Committee on March 26, 2018, at which time there was no public comment received. This was reviewed and recommended for approval by the Public Works/Finance Committee.

ACTION: Approve the lot division request.

Documents:

[710 PULLMAN ROAD LOT DIVISION.PDF](#)

C. 1912 Center Roof Replacement Project Re-Bid Results - David Schott

Bids for the 1912 Center Re-roofing Project opened on February 22, 2018 with two responsive bidders. The 1912 Center Facility Development Committee recommended the base bid of \$178,432 and alternate #1 (seven lower roofs) of \$11,300 for a total bid amount of \$189,732 from Darden Enterprises. Alternate #2 was not recommend by the 1912 Center Facility Development Committee due to cost. A bid tabulation is attached. Jenny Kostroff, with Heart of the Arts, has pledged to fund alternate #1 (\$11,300) from Heart of the Arts. The Parks and Recreation Department is requesting to proceed with Darden Enterprises for the project. The Parks and Recreation Department is requesting to open the FY18 budget to account for the unanticipated revenue and expense associated with this project. The revenue, \$11,300 from the Heart of the Arts, will be receipted into 350-000-00-476-21, Capital Projects Donations - Parks & Recreation. The expense, \$213,560 will be expensed from 350-165-30-770-72, Capital Projects Building Improvements - Parks & Recreation. This item was reviewed by the Public Works/Finance Committee on March 26, 2018, and recommended for approval.

ACTION: Accept the low bid from Dardan Enterprises.

Documents:

[1912 CENTER ROOF REPLACEMENT PROJECT RE-BID RESULTS.PDF](#)

D. FY18 Children Pedestrian Safety - Grant Award - LHTAC/Local Agreement - Alisa Anderson

The funding for a state grant opportunity called Children Pedestrian Safety (CPS) program was established in 2017 as part of the Idaho State Surplus Eliminator Program. The program is designed to fund "shovel ready" projects that can be ready for bid within 90 days of the grant award acceptance. This program will only fund maintenance projects which include pathways and sidewalks along an existing roadway, ADA ramps, and other pedestrian facilities. City staff submitted a grant request for the CPS program in December 2017 requesting \$250,000 to fund pedestrian safety improvements to Third Street from Washington Street to Mountain View Road with the intent of creating a continuous pedestrian and bicycle friendly corridor. On February 27, 2018, the City received a letter of award detailing

project implementation instructions and a Local Agreement with the Local Highway Technical Assistance Council (LHTAC), Program Administrator. The award is for the full amount requested of \$250,000 with no match requirements. This was reviewed and recommended for approval by the Public Works/Finance Committee on March 26, 2018.

ACTION: Accept the Children Pedestrian Safety program grant award and the LHTAC/Local Agreement for \$250,000 for the Third Street Pedestrian Safety Improvements.

Documents:

[FY18 CHILDREN PEDESTRIAN SAFETY GRANT AWARD.PDF](#)

2. **Staff Recognition Report - Gary J. Riedner**
3. **Mayors Appointments**
4. **Public Comment And Mayor's Response Period (Limit 15 Minutes)**
5. **MVFD Fire Alarm & Annual Report – Brian Nickerson**
6. **Noise Ordinance Report – James Fry**
7. **Indian Hills Trading Company Parkland Dedication Property Exchange Request - Dwight Curtis**

Indian Hills Trading Company, LLC, is requesting a parkland exchange and dedication with the City of Moscow for parkland associated with the Indian Hills 8th Addition Subdivision and remaining unplatted Indian Hills Trading Company property. The exchange involves trading a previous 1.74 acre parkland dedication parcel for a 4.09 acre parcel.

The property exchange request was reviewed by the Parks and Recreation Commission, Pathways Commission and Tree Commission, and each recommended Council approval.

This item was reviewed by the Administrative Committee on March 26, 2018 without a recommendation. The Committee requested staff bring additional impact information to present to the City Council.

PROPOSED ACTIONS: Approve the parkland exchange and dedication agreement between Indian Hills Trading Company LLC, and the City of Moscow, regarding parkland for the Indian Hills 8th Addition subdivision and the remaining adjacent unplatted Indian Hills Trading Company property or take such other action deemed appropriate.

Documents:

[INDIAN HILLS TRADING CO PARKLAND DEDICATION PROPERTY EXCHANGE.PDF](#)

8. **Legacy Crossing Urban Renewal District Main Street Expansion Eligibility Study - Bill Belknap**

During the Moscow Urban Renewal Agency's (MURA) recent strategic planning process and joint meetings with the Moscow City Council, the

expansion of the Legacy Crossing District boundary to include Main Street was identified as a priority project for both the City Council and the MURA. In the City's 2015 Strategic Plan, the City Council identified the deteriorating public infrastructure within the Downtown as a major challenge area. Amending the boundary would allow the MURA to partner with the City in future downtown streetscape and public infrastructure improvements. The first step in the process is to update the prior eligibility study that was completed in 2007. The Agency has completed the eligibility study update which documents the deteriorating public infrastructure and concludes that the study area is a deteriorating area and appropriate for an urban renewal project. The study was reviewed by the MURA Board on March 1, 2018 at which time the MURA approved transmittal of the study the City Council by Resolution for the Council's consideration. If the Council concurs with the study's conclusion, the Council can authorize the MURA to begin the development of the amendment to the Legacy Crossing Urban Renewal Plan.

PROPOSED ACTIONS: Receive the eligibility study and approve the attached Resolution to authorize the Moscow Urban Renewal Agency to proceed with development of the amendment to the Legacy Crossing Urban Renewal Plan; or take such other action as deemed appropriate.

Documents:

[LEGACY CROSSING URBAN RENEWAL DISTRICT MAIN STREET EXPANSION ELIGIBILITY STUDY.PDF](#)

9. Waiver Of Qualified Syringa Mobile Home Installation Fees - Gary J. Riedner

The Community Development Department has received an inquiry regarding re-location of mobile homes from Syringa Mobile Home Park, located in Latah County, to locations within the City. If the individual mobile home meets the State of Idaho and City of Moscow requirements for relocation, fees would be required for installation of the mobile home. Those fees as contained in the FY2018 Fee Resolution include the following:

Mobile Home Installation - \$55.00
Mobile Home Electrical Connection - \$66.50
Mobile Home Gas Connection - \$32.00
Mobile Home Plumbing Connection - \$47.25

Because of the situation involving the Syringa Mobile Home Park and the desire of some residents to relocate from the Park, waiver of mobile home installation fees has been requested. Because of the potential for multiple requests for waiver, staff asked for direction from City Council. The Administrative Committee reviewed the item on March 26, 2018 and fully supported the waiver of fees for the relocation of those mobile homes that meet the requirements.

PROPOSED ACTIONS: Waive the mobile home installation fees for qualified homes currently located within the Syringa Mobile Home Park wishing to be relocated within the City limits of Moscow, or take other such action deemed appropriate.

Documents:

[WAIVER OF QUALIFIED SYRINGA MOBILE HOME INSTALLATION FEES.PDF](#)

10. Set FY2019 Budget Hearing Date For August 6, 2018 - Gary J. Riedner

Per Idaho Code 63-802(A) the City is required to notify Latah County of the public hearing date for the City's annual budget no later than April 30th each year. Staff is requesting that the Council officially set the date so the Notification of Budget Hearing form can be completed and returned to the Latah County Auditor's Office by April 30th.

PROPOSED ACTIONS: Set August 6, 2018 as the public hearing date for the City of Moscow FY2019 budget, or take such other action deemed appropriate.

Documents:

[SET FY2019 BUDGET HEARING DATE.PDF](#)

Reports

City Council
Mayor
Staff

Adjourn to Executive Session per Idaho Code 74-206 (1)(C) and (1)(F) - The meeting will not reconvene.

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

FAIR HOUSING PROCLAMATION

WHEREAS, April 2018 marks the 50th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

WHEREAS, equal opportunity for all, regardless of race, color, religion, sex, disability, familial status, or national origin, is a fundamental goal of our nation, state and city; and

WHEREAS, equal access to housing is an important component of this goal, as fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and stability; and

WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights, and responsibilities; and

WHEREAS, the mission of the City's Fair and Affordable Housing Commission includes researching, analyzing, and recommending to the Mayor and Council ways in which the City may further fair housing practices; and

WHEREAS, among the duties of the Fair and Affordable Housing Commission are to review the City Code Analysis and Impediments to Fair Housing and Action Plan each year, and to recommend changes as it may deem necessary; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed.

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim April 2018, to be

FAIR HOUSING MONTH

in the City of Moscow, and I urge all citizens to support programs and policies that prevent or eliminate discriminatory housing practices.



DATED this 2nd of April, 2018

Bill Lambert, Mayor



Moscow City Council

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
March 19, 2018

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 PM

PRESENT: Kathryn Bonzo Council President, Gina Taruscio Council Vice President, Art Bettge Councilmember, Jim Boland Councilmember, Brandy Sullivan Councilmember, Anne Zabala Councilmember, Bill Lambert Mayor

STAFF: Gary J. Riedner, Mia Vowels, Trevor Memmott, Les MacDonald, Bill Belknap, Sarah Banks, Laurie M. Hopkins

Pledge of Allegiance

Scout Troop 326 led the Pledge of Allegiance.

1. Consent Agenda

A. Approval of Moscow City Council March 5, 2018 Minutes – Laurie M. Hopkins

B. Disbursement Report for February 2018 – Sarah Banks

Staff will present the Accounts Payable Report for the month ending February 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

ACTION: Approve the Disbursements Report for the month of February 2018.

C. Fourth Quarter Financial Report July 1, 2017 to September 30, 2017 for FY2017 – Sarah Banks

Staff will present the financial report for the fourth quarter of fiscal year 2017 (July 1, 2017 to September 30, 2017). This was reviewed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

ACTION: Approve the FY2017 Fourth Quarter report.

D. FTA Master Agreement and FY2018 Certifications and Assurances – Alisa Anderson

In order to receive grant funding from the Federal Transit Administration (FTA) as a direct recipient or a sub-recipient through the Idaho Transportation Department (ITD), the City must review, acknowledge, and approve the FTA Master Agreement and the affirm and execute the FY2018 Certifications and Assurances on an annual basis. This was reviewed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

ACTION: Approve the FTA Master Agreement and affirm and execute the FY2018 Certifications and Assurances.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Jim Boland, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

Minutes Acceptance: Minutes of Mar 19, 2018 7:00 PM (Consent Agenda)

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments

None offered.

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

None offered.

5. Oath of Office for Mia Vowels as City Attorney - Gary J. Riedner / Laurie M. Hopkins

Vowels received the oath of office and said a few words about this transition to the City Attorney position.

6. Partnership for Economic Prosperity Report - Dan Ewart

Ewart said PEP wants to be the economic development organization for Latah County. The office was relocated to campus in the Intermodal Transit Center. They have signed up their second commercial partner First Step Internet, the first being Avista. A quarterly report is sent to all partners (see attached October to December 2017 report) and includes metrics of meetings. PEP's goal is to be the organization approached for economic development in the county providing local, state wide and federal information. Ewart explained there is constant communication with the partners and other economic development organizations to promote current projects in the area. Due to non-disclosure, specific examples of new or expanding businesses cannot be named. The three year commitment of funding from partners is about one and half years in. EMSI has been a huge partner with PEP. The PEP website gives the small cities a large advantage as they don't have a web presence or promotion. Boland heard of a community solar program and suggested PEP explore the possibility for the county. Taruscio, Executive Director of PEP, added that a lot of the requests she has received have been questions and advice on website, accounting, expansion and hiring of employees.

7. Comprehensive Annual Financial Report Presentation - Sarah Banks

Presnell Gage Accountants, the City's auditors, will be presenting the City's FY2017 Comprehensive Annual Financial Report (CAFR) and reporting significant changes to City Council regarding the annual audit and outlining comparative changes compared to the FY2016 CAFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the CAFR for 14 consecutive years. After approval, staff will submit the FY2017 CAFR for consideration for the award. The accompanying final draft of the FY2017 CAFR is submitted for City Council's review.

PROPOSED ACTIONS: Accept the City of Moscow audited Comprehensive Annual Financial Report for FY2017 as presented; or take other such action as deemed appropriate.

Banks introduced Nick Nicholson from Presnell Gage. The audited financial statements report allows the City to get a better rate when going out for bonds. Nicholson explained financial responsibilities between the City and the auditor, and provided financial highlights of funds. After review, nothing rose to the level that anything was lacking, the City is in compliance and appropriately expending which results in an unmodified opinion from the auditor. The City of Moscow audited Comprehensive Annual Financial Report for FY2017 was accepted by roll call vote.

8. 2017 Commission Survey Report - Jen Pfiffner

Riedner explained a city survey has been done every two years since 2002. Commissions were allowed to put two questions in each survey. At 8-10 pages, citizens are less likely to fill it out. By creating a separate survey in the off years, it allows the commissions to ask three questions without making the survey overbearing on citizens. Riedner introduced Trevor Memmott, Administration Department MPA

intern. Memmott went through the results of the survey (see attached presentation) and explained highlights of results. He also explained how the survey was put together, statistics and validity.

9. Moscow Urban Renewal Agency 2017 Annual Report - Bill Belknap

In compliance with Idaho Code, all urban renewal agencies are required to file an annual report describing the activities of the agency for the preceding year with the local governing body by March 31st of each year. Agencies are required to hold a public meeting to report the findings of the annual report and to take comments from the public prior to filing the report with the governing body. The Moscow Urban Renewal Agency held their public meeting to accept and approve the annual report on March 1, 2018 and it is now being presented to the City Council.

PROPOSED ACTIONS: Accept the MURA 2017 Annual Report; or take such other action deemed appropriate.

Belknap gave a brief history of the Moscow Urban Renewal Agency, the responsibilities, and listed the commissioners. The report included significant achievements for the year, specifics on each district and financials (see attached presentation). The Moscow Urban Renewal Agency 2017 Annual Report was accepted by roll call vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Anne Zabala, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

10. FY18 Local Strategic Initiatives Program - Grant Award - LHTAC/Local Agreement - Les MacDonald

The funding for a state grant opportunity called Local Strategic Initiative (LSI) was established in 2017 as part of the Idaho State Surplus Eliminator Program. The program is designed to fund “shovel ready” maintenance projects that address safety and mobility and can be ready for bid within 90 days of the grant award acceptance. City staff submitted a grant request for the LSI program in December 2017 requesting \$477,450 to fund the 2018 Pavement Preservation Project. The proposed project included the application of approximately 269,200 square yards of slurry seal on city streets at various locations throughout Moscow. On February 21, 2018, the City received a letter of award detailing project implementation instructions and a Local Agreement with the Local Highway Technical Assistance Council (LHTAC), Program Administrator. The award is for the full amount requested of \$477,450 with no match requirements. This was reviewed and recommended for approval by the Public Works/Finance Committee on March 12, 2018.

PROPOSED ACTIONS: Accept the Local Strategic Initiatives grant award and execute the LHTAC/Local Agreement for \$477,450 for the 2018 Pavement Preservation Program or take other action deemed appropriate.

MacDonald introduced the item as written above, showed a map of where previous slurry seals have been applied and also a map of the proposed areas. The Local Strategic Initiatives grant award and execution of the LHTAC/Local Agreement for \$477,450 for the 2018 Pavement Preservation Program was approved by roll call vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

11. 2018 City Limits Ordinance Correction – Gary J. Riedner

Idaho State Code requires that all cities within the State of Idaho designate their legal corporate limits each year. In order to accomplish this, a new legal description of the corporate limits is developed at the beginning of the year that incorporates any and all changes to the City boundary that have occurred during the last calendar year. In order to maintain compliance with the law, the attached ordinance is presented to adopt the official legal description for the City of Moscow corporate limits.

There was one annexation in 2017, known as the Montgomery Annexation, located at the end of Warbonnet Drive north of West A Street. The City Council adopted Ordinance 2017-15 establishing and declaring corporate limits of the City of Moscow, Latah County, Idaho on December 4, 2017. Ordinance 2017-15 contained an error in the legal description. The proposed ordinance corrects that error.

PROPOSED ACTIONS: Approve the attached ordinance amending Ordinance 2017-15 to correct an error in the legal description and establishing the new legal description for the City of Moscow corporate limits under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the ordinance on first reading and that it be read by title; or reject the ordinance; or take such other action deemed appropriate.

Riedner explained the annexation from last year which was included in the city limit ordinance approved in December 2017. There was an error in the legal description thus requires an ordinance correcting the error. The city limit ordinance amending Ordinance 2017-15 to correct an error in the legal description and establishing the new legal description for the City of Moscow corporate limits was adopted under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

RESULT:	ADOPTED ON FIRST READING W/SUS [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

Reports

City Council

Moscow Arts Commission - Bonzo said the Commission discussed the Artwalk poster that was chosen; the poet laureate will be announced at Artwalk,

Fair and Affordable Housing Commission - Zabala reported there was a presentation by sixth grade class at Palouse Prairie regarding Syringa; community members attended and talked about tenant rights and what renters are facing in the community; planning a housing fair with date to be determined.

Planning & Zoning Commission - Zabala said there was a presentation on tiny houses regarding zoning and cost; discussion continued on density; following the revisions on cottage housing in Spokane and what kind of effects it will have if passed.

Moscow Tree Commission - Taruscio said the Commission discussed the street tree planting guide; tree classes through P&R; arbor day celebration; participating in P&R master plan.

Transportation Commission - Taruscio said the Commission discussed parking district revisions at the University of Idaho; discussion of Almon Street one-way configuration going back to a two-way street

Palouse Basin Aquifer Committee - Boland said they had a presentation from John Busch regarding underlining geology and water flow; initiated testing of water in the north fork.

Reports were also given on events attended.

Mayor

Mayor said he attended the NLC meetings with highlights about infrastructure throughout the conference. He and Gary met with the Department of Transportation and discussed the future of the Tiger Grant and information a new grant. They also met with Risch, Simpson and Labrador, and Crapo's representative.

Adjourn

The meeting was closed at 9:29 PM

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Minutes Acceptance: Minutes of Mar 19, 2018 7:00 PM (Consent Agenda)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/02/2018**Title:** 710 Pullman Road Lot Division**Responsible Staff:** Ryan Cash

Information

DESCRIPTION: Whipple Consulting Engineers have requested a lot division of a 62,714 sf parcel of land legally addressed as 710 Pullman Road within the City of Moscow. The applicant proposes to establish two parcels of approximately 21,506 sf and 41,208 sf from the original 62,714 sf parcel. The subject property is located within the Motor Business (MB) Zone where there is no minimum lot area or width for commercial uses. The two proposed parcels will meet all minimum lot requirements for the MB Zone. There are currently two vehicular approaches that provide access to the subject property from Pullman Road and one approach from 'A' Street. The two easterly approaches are shared with the Renaissance Mall development adjacent to the east and have shared access easements across both properties. The applicant is proposing to establish an access easement across the newly created Lot 1 two allow cross access through the site. In accordance with City of Moscow requirements, property owners within 600 ft of the property have been notified of the proposed division and the site had been posted seven (7) days prior to the meeting date. This was presented to Public Works/Finance Committee on March 26, 2018, at which time there was no public comment received. This was reviewed and recommended for approval by the Public Works/Finance Committee.

STAFF RECOMMENDATION: Approve the lot division request.

ACTION: Approve the lot division request.

Necessary Resources/Impacts

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

Attachments

710 Pullman Road Request Letter
 710 Pullman Road Site Plans and Legal Descriptions
 710 W Pullman Rd Zoning Image
 710 W Pullman Rd Lot Div Public Hearing Notice



Whipple Consulting Engineers, Inc.

February 12th, 2018
WCE W.O. No. 17-1938

City of Moscow
206 E. Third Street
Moscow, ID, 83843

Attn: Mayor Bill Lambert and Council Members

Re: The proposed Vandel Row lot split

Dear Mayor Bill Lambert and Council Members,

As a representative of the owner of the current parcel referred to in the enclosed document, we are requesting a lot division pertaining to our recent lot split as noted herein. The southerly half of the lot, as outlined, is proposed to become a commercial strip center which will take the place of the current vacant Jack and the Box building. The proposed lot will feature new landscaping and a parking arrangement that will compliment the adjacent Pullman Road and A Street frontage. The proposed building will be constructed per the standards of the City of Moscow. The proposed building will showcase a modern architectural design that will match the spirit and ambition of the City of Moscow. The proposed use will be pedestrian and cyclist friendly, as well as providing an ADA accessible route to and from the public right of-way.

The northerly lot will be provided sewer, water, and dry utilities for future development to be determined. There will be an access easement between the two proposed lots allowing people to access both sites from the south and north.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Elliott Whipple", written over a horizontal line.

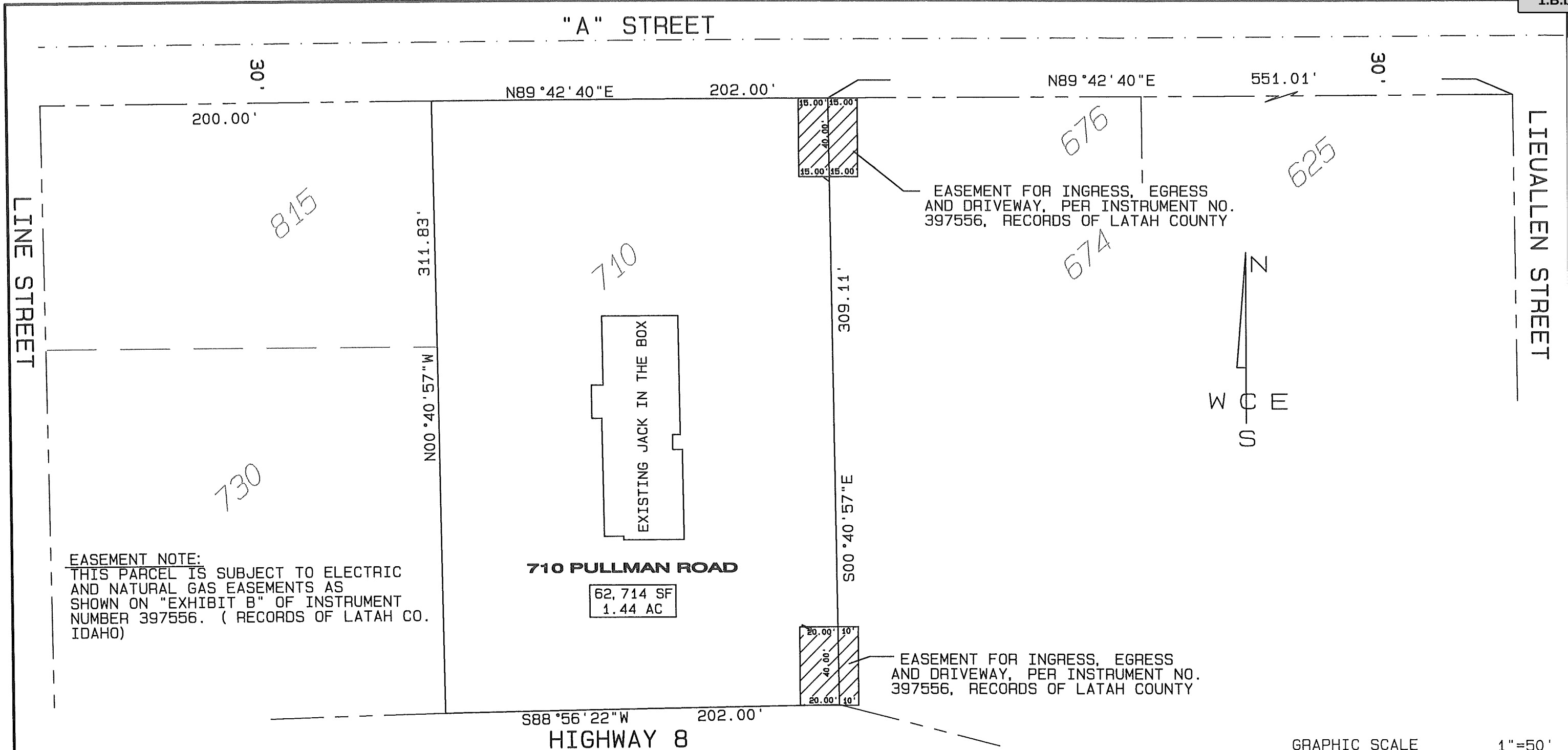
Elliott Whipple
Design Engineer

Enc: Complete description of the property, Community Development Application fee for Lot Division, Engineering Review fee

CC: File

LINE STREET

LIEUALLEN STREET



EASEMENT NOTE:
THIS PARCEL IS SUBJECT TO ELECTRIC AND NATURAL GAS EASEMENTS AS SHOWN ON "EXHIBIT B" OF INSTRUMENT NUMBER 397556. (RECORDS OF LATAH CO. IDAHO)

PROJ#: 17-1938 DATE: 2/21/2018 DRAWN: TPI APPROVED: TPI F. B.	CIVIL
	STRUCTURAL
	X SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER



WHIPPLE CONSULTING ENGINEERS, INC.
CIVIL AND TRANSPORTATION ENGINEERING
21 SOUTH PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX 509-926-0227

EXHIBIT MAP
EXISTING LAYOUT

710 PULLMAN ROAD

LOCATED WITHIN
NW 1/4, SE 1/4, SEC 7, T.39 N., R.5 W. B.M.,
CITY OF MOSCOW, LATAH COUNTY
STATE OF IDAHO

SHEET 1 OF 1
JOB NUMBER 2017-1938

Attachment: 710 Pullman Road Site Plans and Legal Descriptions (1682 : 710 Pullman Road Lot Division)

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

The land referred to in this policy is situated in the State of Idaho, County of Latah and is described as follows:

The portion of the NW1/4SE1/4, Section 7, Township 39 North, Range 5, W.B.M., described as follows:

Commencing at the intersection of the South right of way line of "A" Street and the West right of way of Lieuallen Street; thence West along said South right of way a distance of 391.45 feet to the TRUE POINT OF BEGINNING; thence Southerly S. 00° 11' 00" E. 362 feet, more or less, to the point of intersection with the Northerly right of way of State Highway No. 8 as now located and constructed; thence Westerly along said North right of way line to the point of intersection with a line drawn parallel with and 200 feet Easterly of the East right of way line of Line Street; thence Northerly along said parallel line a distance of 311 feet, more or less, to the point of intersection with the South right of way line of "A" Street; thence Easterly along said South line a distance of 362 feet, more or less, to the POINT OF BEGINNING.

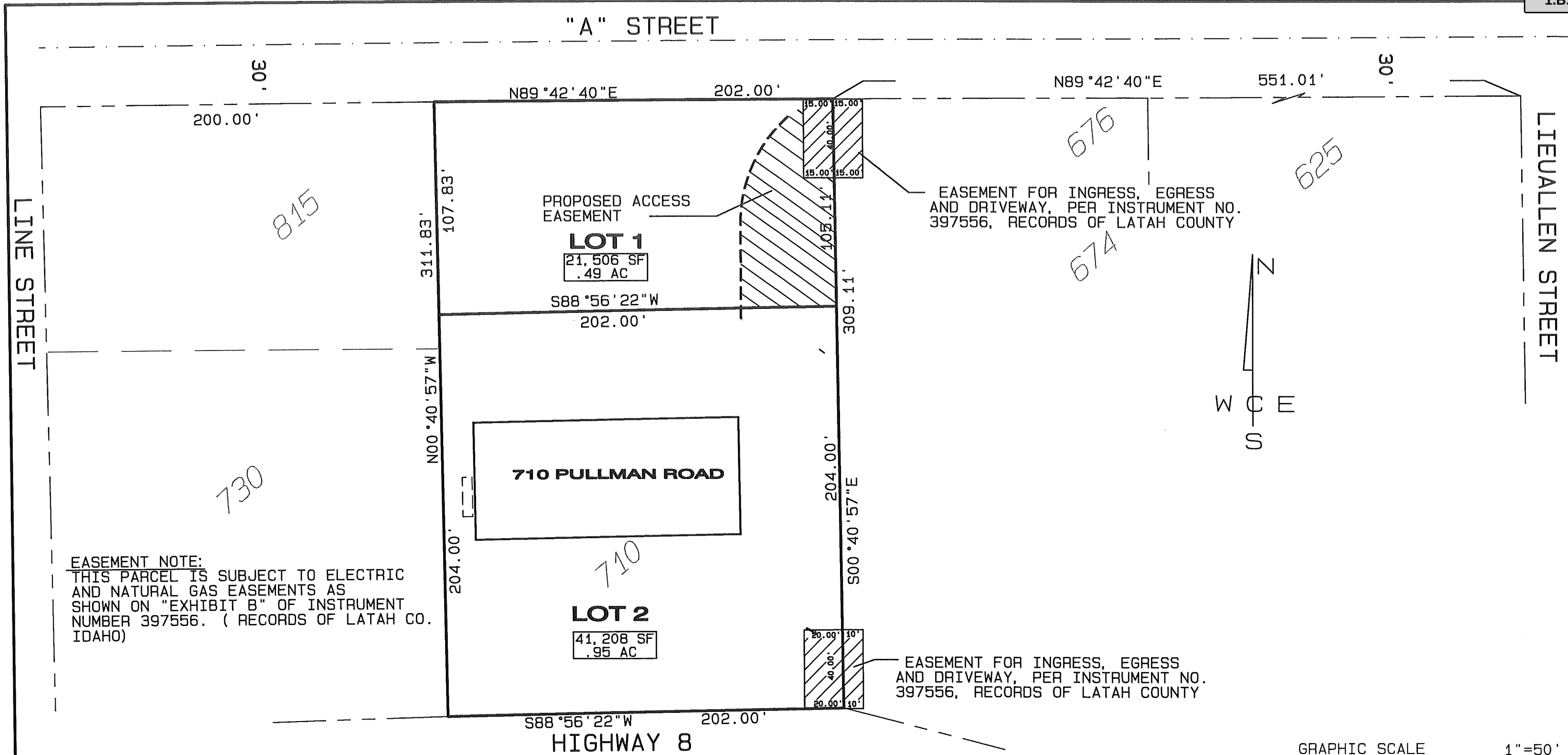
LESS AND EXCEPT Commencing at the intersection of the South right of way line of "A" Street and the West right of way of Lieuallen Street; thence West along said South right of way line a distance of 391.45 feet to the TRUE POINT OF BEGINNING; thence Southerly S. 00° 11' 00" E. 362 feet, more or less, to the point of intersection with the Northerly right of way of State Highway No. 8 as now located and constructed; thence Westerly along said North right of way line to the point of intersection with a line drawn parallel with, and 402 feet Easterly of the East right of way line of Line Street; thence Northerly along the common boundary a distance of 311 feet, more or less, to the point of intersection with the South right of way line of "A" Street; thence Easterly along said South line a distance of 160 feet, more or less, to the POINT OF BEGINNING.

SAME BEING DESCRIBED IN SURVEY PREPARED BY J-U-B ENGINEERS, INC. DATED JANUARY 7, 1997, JOB NO. 20202 AS FOLLOWS:

That portion of the NW1/4SE1/4, Section 7, Township 39 North, Range 5, W.B.M., described as follows:

Commencing at the intersection of the Southerly right of way of "A" Street with the Westerly right of way of Lieuallen Street; thence along said Southerly right of way S. 89° 42' 40" W. 551.01 feet to a point on a line that is 402 feet Easterly of (at right angles to) and parallel with the Easterly right of way of Line Street, said point being the REAL POINT OF BEGINNING; thence leaving said Southerly right of way S. 00° 40' 57" E. 309.11 feet to a point on the Northerly right of way of State Highway 8; thence along said Northerly right of way S. 88° 56' 22" W. 202 feet; thence leaving said Northerly right of way N. 00° 40' 57" W. 311.83 feet to said Southerly right of way of "A" Street; thence along said Southerly right of way N. 89° 42' 40" E. 202 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH easements as set out in that certain Warranty Deed recorded under Recorder's Fee No. 397556, records of Latah County, Idaho.



EASEMENT NOTE:
THIS PARCEL IS SUBJECT TO ELECTRIC
AND NATURAL GAS EASEMENTS AS
SHOWN ON "EXHIBIT B" OF INSTRUMENT
NUMBER 397556. (RECORDS OF LATAH CO.
IDAHO)

PROJ#: 17-1938
DATE: 2/21/2018
DRAWN: TPI
APPROVED: TPI
F. B.

	CIVIL
	STRUCTURAL
X	SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER

WCE
WHIPPLE CONSULTING ENGINEERS, INC.
CIVIL AND TRANSPORTATION ENGINEERING
21 SOUTH PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX 509-926-0227

**EXHIBIT MAP
PROPOSED LAYOUT**
710 PULLMAN ROAD
LOCATED WITHIN
NW 1/4, SE 1/4, SEC 7, T.39 N., R.5 W. B.M.,
CITY OF MOSCOW, LATAH COUNTY
STATE OF IDAHO

**SHEET
1 OF 1**
**JOB NUMBER
2017-1938**

Attachment: 710 Pullman Road Site Plans and Legal Descriptions (1682 : 710 Pullman Road Lot Division)

LEGAL DESCRIPTION AFTER ADJUSTMENT

NEW LOT 1

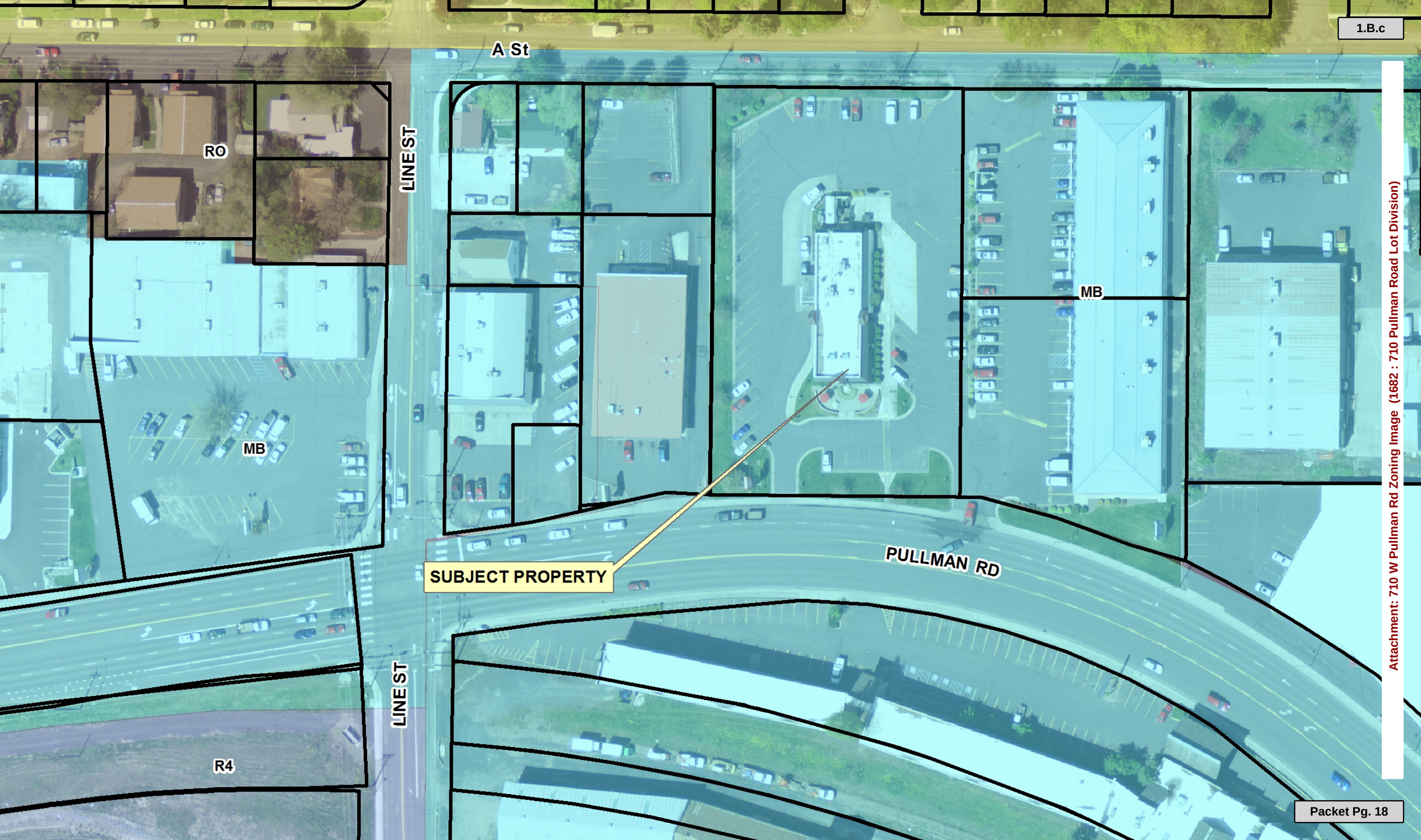
THAT PORTION OF THE NW14 SE1/4, SECTION 7, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF "A" STREET WITH THE WESTERLY RIGHT OF WAY OF LIEUALLEN STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89° 42' 40" WEST, A DISTANCE OF 551.01 FEET TO A POINT ON A LINE THAT IS 402 FEET EASTERLY OF (AT RIGHT ANGLES TO) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY OF LINE STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 00° 40' 57" EAST, A DISTANCE OF 105.11 FEET; THENCE SOUTH 88° 56' 22" WEST, A DISTANCE OF 202.00 FEET; THENCE NORTH 00° 40' 57" WEST, A DISTANCE OF 107.83 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY OF "A" STREET; THENCE ON AND ALONG SAID RIGHT OF WAY, NORTH 89° 42' 40" EAST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 21,506 SF (0.49 ACRES), MORE OR LESS.

LEGAL DESCRIPTION AFTER ADJUSTMENT

NEW LOT 2

THAT PORTION OF THE NW14 SE1/4, SECTION 7, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF "A" STREET WITH THE WESTERLY RIGHT OF WAY OF LIEUALLEN STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89° 42' 40" WEST, A DISTANCE OF 551.01 FEET TO A POINT ON A LINE THAT IS 402 FEET EASTERLY OF (AT RIGHT ANGLES TO) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY OF LINE STREET, ; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 00°40'57" EAST, A DISTANCE OF 105.11 FEET; SAID POINT, BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°40'57" EAST, A DISTANCE OF 204.00 FEET; MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE HIGHWAY NO. 8; THENCE ALONG SAID NORTHERLY RIGHT OF WAY SOUTH 88°56'22" WEST, A DISTANCE OF 202.00 FEET; THENCE NORTH 00°40'57" WEST, A DISTANCE OF 204.00 FEET; THENCE NORTH 88°56'22" EAST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,208 SF (0.95 ACRES), MORE OR LESS.



NOTICE OF PUBLIC MEETING

Proposed Lot Division at 710 W Pullman Road in the City of Moscow, Idaho
(LUP2018-0005)

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

A lot division proposal to divide one 62,714 sf parcel into two parcels of approximately 21,405 sf, and 41,210 sf in size. The property is currently addressed as 710 W Pullman Road in the City of Moscow, as shown on the vicinity map below.

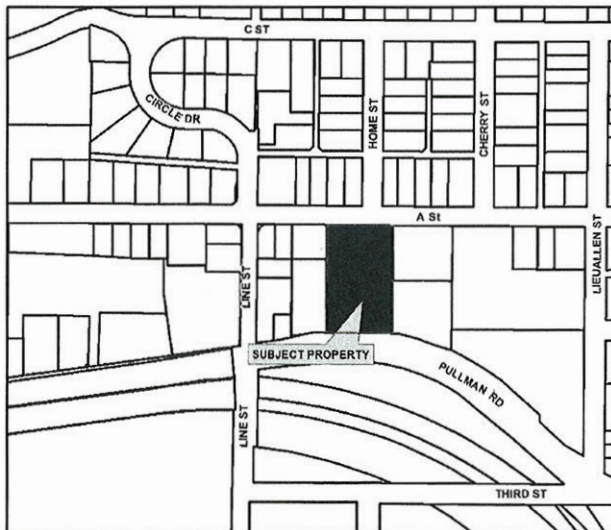
MEETING DATE AND TIME: Monday, March 26th, 2018

LOCATION OF MEETING: Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 4:30 p.m.

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

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to get meeting agenda, further information on the application, the public hearing process and/or to request a meeting with City Staff.



Laurie Hopkins, Moscow City Clerk

Anne Peterson

Anne Peterson, Deputy City Clerk

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/02/2018**Title:** 1912 Center Roof Replacement Project Re-Bid Results**Responsible Staff:** David Schott

Information

DESCRIPTION: Bids for the 1912 Center Re-roofing Project opened on February 22, 2018 with two responsive bidders. The 1912 Center Facility Development Committee recommended the base bid of \$178,432 and alternate #1 (seven lower roofs) of \$11,300 for a total bid amount of \$189,732 from Darden Enterprises. Alternate #2 was not recommended by the 1912 Center Facility Development Committee due to cost. A bid tabulation is attached.

Jenny Kostroff, with Heart of the Arts, has pledged to fund alternate #1 (\$11,300) from Heart of the Arts. The Parks and Recreation Department is requesting to proceed with Darden Enterprises for the project. The 1912 Center roofing project was scheduled for FY17, but could not be completed as all bids were rejected by City Council on July 17, 2017; therefore, the appropriated funds were not expensed and the project was delayed until FY18.

The R-Mer Lite roofing comes with a 30-year warranty. Both the University of Idaho and the Moscow School District have replaced almost all of their low slope roofs with the R-Mer Lite roof system.

The Parks and Recreation Department is requesting to open the FY18 budget to account for the unanticipated revenue and expense associated with this project. The revenue, \$11,300 from the Heart of the Arts, will be receipted into 350-000-00-476-21, Capital Projects Donations - Parks & Recreation. The expense, \$213,560 will be expensed from 350-165-30-770-72, Capital Projects Building Improvements - Parks & Recreation. The Parks & Recreation Department is further requesting that the appropriation fund for this expense be determined by Administration.

FY18 1912 Center Roof Replacement Expense

Associated Architects Professional Service Agreement and Amendment Outstanding:	(\$2,475.37)
Base Bid Dardan Enterprises:	(\$178,432)
Alternate #1 (Seven Lower Roofs):	(\$11,300)
Contingency 10%:	(\$18,974)
Legal Advertising (2):	(\$204.75)
Permit Fees (Waived):	\$0
Arts 1%:	(\$2,173)
Total Expense:	(\$213,559.12)

This item was reviewed by the Public Works/Finance Committee on March 26, 2018, and recommended for approval.

STAFF RECOMMENDATION: Accept the low bid from Dardan Enterprises.

ACTION: Accept the low bid from Dardan Enterprises.

Necessary Resources/Impacts

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

Attachments

Professional Services-
Construction; Dardan Enterprises; Rebid 1912 Center Roofing System Replacement (2018) pm2clean
01.10.18 Advertisement for Bids - Rebid 1912 Center Roofing System Replacement
Addendum 1 w Attachments

02.22.18 Bid Tally
Bid Dardan Enterprises
Bid RMR Construction
03.05.18 1912 Center Roof Rebid Memo

CONSTRUCTION AGREEMENT REBID 1912 CENTER ROOFING SYSTEM REPLACEMENT

This Construction Agreement entitled REBID 1912 CENTER ROOFING SYSTEM REPLACEMENT BETWEEN CITY OF MOSCOW, IDAHO AND DARDAN ENTERPRISES, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "City"), and Dardan Enterprises, Inc., 23567 West Highway 53, Post Falls, Idaho, 83854 (hereinafter "Contractor");

WITNESSETH:

WHEREAS, pursuant to the invitation of City through an "Advertisement For Bids", Contractor submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, City has determined that said offer was the lowest responsive bid; and

WHEREAS, City has accepted Contractor's bid;

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

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the work to be performed, are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: **Rebid 1912 Center Roofing System Replacement**
3. Bid/Proposal of Contractor, dated **February 22, 2018**, physically attached to this Agreement;
4. The Architectural Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. **One (1) Addendum** issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"Rebid 1912 Center Roofing System Replacement"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

Contractor shall begin work in conformance with the Contract Documents. The work to be performed pursuant to this Agreement shall be substantially completed on or before sixty five (65) calendar days from Notice to Proceed. All work shall be completed within this described time frame unless adjustment of the contract time is made in accordance with the provisions of the Contract Documents.

ARTICLE 4. CONTRACT SUM

City shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds in an amount not to exceed One Hundred Eighty Nine Thousand Seven Hundred Thirty Two Dollars (\$189,732) for Base Bid and Alternate Number One (the Contract Sum), as submitted by Contractor. In no event shall payment exceed the Contract Sum unless additional work is otherwise authorized by City. Any such additional work authorized by City shall be compensated in accordance with pricing terms specified in the Contract Documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

Contractor shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for the Project. Contractor shall comply with the warranties contained in the Contract Documents, including, but not limited to, the Special Roofing Warranty.

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

In addition to other rights granted City by the Contract Documents, Contractor shall defend, hold harmless, and indemnify City, its officers, employees, agents, engineers, and representatives from all suits, actions, or claims of any kind, including, but not limited to, those brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of Contractor or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of Contractor or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under applicable Workmen's Compensation laws, or any other law, ordinance, order or decree.

**ARTICLE 8.
CONFLICT OF INTEREST**

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

**ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

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

**ARTICLE 10.
ADHERENCE TO LAW REQUIRED**

All applicable local, state and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by Contractor shall be deemed material and shall subject Contractor to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of this requirement. Contractor and its surety shall defend, hold harmless, and indemnify City and its officers, employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by Contractor, Contractor's employees, or its subcontractors.

ARTICLE 11. LEGAL FEES

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

ARTICLE 12. JURISDICTION AND VENUE

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

ARTICLE 13. SPECIAL WARRANTY

Contractor declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by Contractor shall make this Agreement null and void.

ARTICLE 14. COMMUNICATIONS

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

Contractor: Dardan Enterprises, Inc.
23567 West Highway 53
Post Falls, Idaho 83854

City: David Schott, Assistant Director
Parks and Recreation
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 15. EXECUTION

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

Contractor: Dardan Enterprises, Inc.

City: City of Moscow, Idaho

By: Darin Meeks, Field Operations Manager

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Gary J. Riedner, Acting City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) :ss
County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Darin Meeks, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that he executed the same in his capacity as Field Operations Manager for Dardan Enterprises, Inc.

Notary Public residing at: _____
My commission expires _____

ADVERTISEMENT FOR BIDS

Rebid 1912 Center
Roofing System Replacement

Moscow, Idaho

OWNER: City of Moscow
Moscow, Idaho

ISSUED BY: City of Moscow, Idaho
206 East Third Street
Moscow, Idaho 83843

PROJECT MANAGER: David Schott,
Assistant Parks & Recreation Director
City of Moscow
Moscow, Idaho 83843

Sealed bids will be received by Laurie Hopkins, Moscow City Clerk until 2:00 p.m. prevailing local time on February 22, 2017. Proposals will subsequently be opened and publicly read at:

Moscow City Council Chambers
206 East Third Street
Moscow, Idaho 83843
(208) 883-7015

Plans, specifications, bid proposal forms and other information are available for examination at:

Associated Architects, LLP
129 W. Third Street
Moscow, ID 83843
(208) 882-5051/FAX: (208) 882-8543
assocarch@moscow.com

Tri-City Plan Center
20 E. Kennewick Ave.
Kennewick, WA 99336
(509) 582-7424
bidinfo@tcplancenter.com

Moscow Parks and Recreation
1724 East F Street
Moscow, ID 83843
(208)883-7084

Lewiston / Clarkston Plan Service
2117 12th Ave.
Lewiston, ID 83501
(208) 746-3591
lclplancenter@gmail.com

Spokane Regional Plan Center
P.O. Box 2968 / 209 N. Havana
Spokane, WA 99202
(509) 328-9600/FAX: 328-7279
projectinfo@plancenter.net

Missoula Plans Exchange
201 N. Russell
Missoula, MT 59801
(406) 549-5002/FAX: 721-2941
mpe@vemcoinc.com

ADVERTISEMENT FOR BIDS

Attachment: 01.10.18 Advertisement for Bids - Rebid 1912 Center Roofing System Replacement (1684 : 1912 Center Roof Replacement

Plans, specifications and bidding materials may be obtained at

Associated Architects, LLP
129 W. Third Street, Suite 29
P.O. Box 9432
Moscow, ID 83843
(208) 882-5051

for a refundable bid deposit of \$50.00 on or after February 10, 2018.

DESCRIPTION OF WORK: The work for the 1912 Center Roofing System Replacement consists of all labor, materials, equipment and services necessary to install a new sealed seam metal roof system over the existing single ply membrane roof all in accordance with the plans and specifications.

BID BOND: A bid bond equal to 5% of the amount bid must accompany the bid proposal. (See instructions to bidders.)

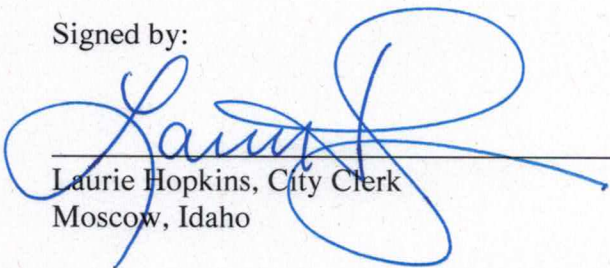
PUBLIC WORKS CONTRACTOR'S LICENSE: Public Works Contractor's License for the State of Idaho is required to bid on this project. (See instructions to bidders and general conditions for further bidder qualifications.)

ESTIMATED COST: \$135,000

CONTRACT TIME: Sixty (65) calendar days (see instructions to bidders, bid proposal and agreement.)

PRE-BID CONFERENCE: A pre-bid conference and job site tour will be held at 10:00 a.m., February 14, 2018. Parties interested in attending will meet at the entry at the 1912 Center, located at 412 East Third Street, Moscow, Idaho 83843.

Signed by:



Laurie Hopkins, City Clerk
Moscow, Idaho

END OF ADVERTISEMENT FOR BIDS

Publish Dates:

February 10, 2018
February 17, 2018

Associated Architects, LLP

129 West Third Street - P.O. Box 9432

Moscow, ID 83843

Ph: (208) 882-5051 Fx: (208) 882-8543

assocarch@moscow.com

February 14, 2018

Addendum #1

Rebid 1912 Center Roofing System Replacement
 412 East Third Street
 Moscow, Idaho 83843

A pre-bid conference and walk through was held on February 14, 2018.
 See Attachment No. 1: Prebid Conference Minutes.
 See Attachment No. 2: Prebid Conference Attendance.

This addendum is hereby made a part of the contract documents to the same extent as though it was originally included therein:

Addendum to the Specifications and Drawings by Manual and Drawing Changes.**DRAWINGS:**

No Changes

SPECIFICATIONS:

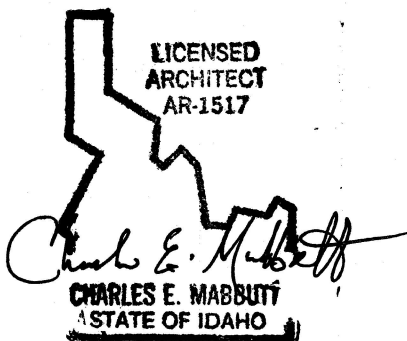
Supplementary Conditions:

Delete Article 9.3.1.3 in its entirety.

SUBSTITUTION REQUESTS:

None

End of Addendum No. 1



LICENSED
ARCHITECT
AR-1517

CHARLES E. MABBUTT
STATE OF IDAHO

Attachment: Addendum 1 w Attachments (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

PRE-BID WALK THROUGH MINUTES
February 14, 2018

INTRODUCTIONS: Associated Architects, LLP
City of Moscow

Chick Mabbutt, Architect
David Schott, Moscow Parks & Rec.

PROJECT: Rebid 1912 Center Roofing System Replacement
412 East Third St.
Moscow, Idaho

The Base Bid includes the installation of approximately 10,200 sq. ft. of new sealed seam metal roof system mechanically fastened over the existing single-ply roof system at the three main upper roofs of the 1912 Center. The work also includes patching and painting the existing terne metal parapet caps.

The cost estimate for the project is \$135,000.00.

Alternate No. 1: Install new sealed seam metal roof system over existing single-ply roof systems at 7 lower roofs.

Alternate No. 2: Replace 5 existing skylights with Kalwall Skylights.

The bid opening will be held on February 22, 2018, @ 2:00 PM @ the City Hall Council Chambers, located at 206 East Third Street, Moscow, Idaho

PUBLIC WORKS LICENSE: Contractors shall have an Idaho Public Works license.

BID SECURITY: Five percent (5%) bid bond or certified cashiers check shall accompany bid.

PERFORMANCE & PAYMENT BONDS: Each in the amount of 100% of Contract Price.

BUILDING PERMIT: A building permit will be required on this project. The building permit fee will be waived.

DRUG-FREE WORKPLACE: Affidavit concerning drug-free work place shall accompany bid.

BIDDERS ACKNOWLEDGMENT STATEMENT: Shall accompany bid.

NOTE: Due to incimate weather and hazardous road conditions, several potential bidders were unable to attend this meeting and walk-through. By calling the Architect and scheduling a time, the Architect will be available to accompany other potential bidders to tour the roof prior to the bid date.

End of Pre-Bid Conference. A roof-top walk-through followed the meeting.

REBID 1912 CENTER ROOFING SYSTEM REPLACEMENT

412 E. Third Street

Moscow, Idaho

PREBID CONFERENCE & WALK THROUGH 1

February 14, 2018

ATTENDANCE

NAME	FIRM	PHONE	FAX	CELL	Email
Chick Mabbutt	Associated Architects	208-882-5051	208-882-8543	509-336-3738	assocarch@moscow.com
Russ Davis	Arrow Roofing	503-460-2767	503-460-2768	503-939-7246	russ.darrow-roofing.com
Stacy Smisek	RMA Cowi LLC	582 0775	—	208 859 4941	smisek@Moscow.
David Schott	City of Moscow	208 883-7098		208 310 6409	dbschott@ci.moscow.wi.

Project: Rebid 1912 Center Roofing Center Replacement
Bid Opening Date & Time: February 22, 2018, 2:00 PM PST
Location: City Hall Council Chambers, Moscow, Idaho

Recorder's Name

David Schott

Hick Mulbutt, Associated Architects

Attachment: 02.22.18 Bid Tally (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

BID PROPOSAL

PROJECT:
Rebid 1912 Center
Roofing System Replacement

BID OPENING DATE: February 22, 2018
BID OPENING TIME: 2:00 PM

City of Moscow
Moscow, Idaho

BID ADVERTISEMENT DATES:
February 10, 2018, February 17, 2018

BID OPENING LOCATION:
City Council Chambers
Moscow City Hall
206 East Third Street
Moscow, ID 83843
City Contact Person: David Schott

BIDDER'S NAME AND ADDRESS:

Dardan Enterprises, Inc.
23567 W Hwy 53
Post Falls, ID 83854

CONTACT PERSON: Darin Meeks

TO: Laurie Hopkins, Moscow City Clerk

The bidder, in compliance with the Advertisement for Bids for the above-referenced project, having examined the specifications, related documents, and the site of the proposed work, and having become familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work in accordance with the contract documents, within the time limits set therein, and at the prices stated below, which are to cover all expenses incurred in performing the work.

The bidder agrees to commence work on this project on or before a date to be specified in the written Notice to Proceed issued by the owner and to substantially complete the work within Sixty-Five (65) consecutive calendar days after receipt of the Notice to Proceed. The bidder agrees to pay as liquidated damages One Hundred Dollars (\$100.00) per calendar day of delay thereafter.

Bidder acknowledges receipt of addendum(s) number(s) 1.

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of

one hundred twenty eight four hundred thirty two Dollars (\$ 178,432).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATES:

Alternate No. 1: At lower roofs, remove existing termination bars and install new prefinished, sealed seam metal roofs. (Typ. of 7 lower roofs.)

eleven thousand three hundred Dollars (\$ 11,300).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID PROPOSAL

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Page 1 of 3

Attachment: Bid Dardan Enterprises (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

Alternate No. 2: Remove existing skylights and install new Kalwall skylights. (Typ. of 5.)
fifty three thousand Dollars (\$ 53,000).
 (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

In the event the contract documents stated above are not returned within ten (10) days, the attached Bid Guarantee for five percent (5%) of the bid amount becomes the property of the Owner for use as liquidated damages for the delay and additional expense to the Owner caused thereby.

Enclosed is bid guarantee consisting of: Bid Bond in the amount of five percent (5%) of the bid amount.

IDAHO NAMING LAW

NOTE: The bidder's attention is drawn to section 5.6 of the "Supplementary Instructions to Bidders."

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that general contractor must list the business name and Public Works license number of certain subcontractors on the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows:

Division 15:

Does this project involve plumbing? (Public Works designator 33)

No ☒ Yes ☐

Does this project involve warm air heating, air conditioning or sheet metal work? (Public Works designator 2 or 37)

No ☒ Yes ☐

Division 16:

BID PROPOSAL

u:\fp\specms\frontal\bidproposal_updated_04_12_05.doc

Page 2 of 3

Attachment: Bid Dardan Enterprises (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

Does this project involve electrical work? (Public Works designator 14)

No ☒ Yes ☐

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Products for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

Along with his bid, the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC-C-16871-AAA-3-4, and is domiciled in the State of Idaho.

Dated at 23567 W Hwy 53 Post Falls, ID 83854 this 22nd day of February, 2018.

Respectfully submitted,

Dardan Enterprises, Inc.

Name of Bidder (Company)

23567 W Hwy 53

Post Falls, ID 83854

Business Address

Signature of authorized representative

PM/SEC

Title

208-773-5418

Telephone Number

(Seal, if bid is by a corporation)

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF Idaho

COUNTY OF Kootenai

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that Dardan Enterprises, Inc. is in compliance with the provisions of Idaho Code section 72-1717; that Dardan Enterprises, Inc. provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that Dardan Enterprises, Inc. shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Dardan Enterprises, Inc.
Name of Contractor

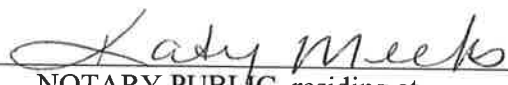
23567 W Hwy 53
Address

Post Falls, ID 83854
City and State

By: 
(Signature)

Subscribed and sworn to before me this 22nd day of February 2018.

Commission expires: 6/18/20


NOTARY PUBLIC, residing at

15446 W Hwy 53
Hauser, ID 83854

KATY M MEEKS
Notary Public
State of Idaho

O:\FP\SPECMST\FRONTAL\SUPPINSTRUCTIONS97.FRM

AIA® Document A310™ – 2010
BID BOND**CONTRACTOR:**

Dardan Enterprises, Inc.
23567 W Highway 53
Post Falls ID 83854

SURETY:

Developers Surety and Indemnity Company
17771 Cowan, Suite 100
Irvine CA 92614

OWNER:

City of Moscow
206 E. 3rd Street
Moscow ID 83843

BOND AMOUNT:

Five Percent of the Total Amount Bid------(5%)-----

PROJECT:

(Name, location or address, and Project number, if any)

1912 Center Roofing System Replacement, Moscow ID

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2018

Katy Meeks
(Witness)

[Signature]
(Witness)

Dardan Enterprises, Inc.

[Signature] (Principal) [Seal]
(Title) Darin Meeks, Secretary

Developers Surety and Indemnity Company

[Signature] (Surety) [Seal]
(Title) Charla M. Boadle, Attorney-In-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Charla M. Boadle, Penny Silvey, John L. Green, Jim Dinneen, LouAnn Jensen, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22nd day of February, 2018

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

ATS-1002 (02/17)



BID PROPOSAL

PROJECT:
Rebid 1912 Center
Roofing System Replacement

BID OPENING DATE: February 22, 2018
BID OPENING TIME: 2:00 PM

City of Moscow
Moscow, Idaho

BID ADVERTISEMENT DATES:
February 10, 2018, February 17, 2018

BID OPENING LOCATION:
City Council Chambers
Moscow City Hall
206 East Third Street
Moscow, ID 83843
City Contact Person: David Schott

BIDDER'S NAME AND ADDRESS:
RMR Construction LLC
PO Box 10001
Moscow, ID 83843

CONTACT PERSON: STACY Smisek

TO: Laurie Hopkins, Moscow City Clerk

The bidder, in compliance with the Advertisement for Bids for the above-referenced project, having examined the specifications, related documents, and the site of the proposed work, and having become familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work in accordance with the contract documents, within the time limits set therein, and at the prices stated below, which are to cover all expenses incurred in performing the work.

The bidder agrees to commence work on this project on or before a date to be specified in the written Notice to Proceed issued by the owner and to substantially complete the work within Sixty-Five (65) consecutive calendar days after receipt of the Notice to Proceed. The bidder agrees to pay as liquidated damages One Hundred Dollars (\$100.00) per calendar day of delay thereafter.

Bidder acknowledges receipt of addendum(s) number(s)

NA

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of

One Hundred Seventy one Thousand Dollars (\$ 171,000).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATES:

Alternate No. 1: At lower roofs, remove existing termination bars and install new prefinished, sealed seam metal roofs. (Typ. of 7 lower roofs.)

Twenty-nine thousand five Hundred Dollars (\$ 29,500).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID PROPOSAL

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Alternate No. 2: Remove existing skylights and install new Kalwall skylights. (Typ. of 5.)
fifty thousand five hundred Dollars (\$ 50,500).
 (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the Owner's Intent to Award the contract, the bidder shall execute, within ten (10) days, the attached formal contract and deliver to the Owner a Performance Bond and Labor and Materials Payment Bond in the amounts of 100% of the bid amount by the surety company authorized to do business in the State of Idaho, a Certificate of Insurance issued by a surety company authorized to do business in the State of Idaho and accompanied by Power of Attorney, a Contractor's Affidavit Concerning Taxes, and the Public Works Contract Report on Subcontractors.

In the event the contract documents stated above are not returned within ten (10) days, the attached Bid Guarantee for five percent (5%) of the bid amount becomes the property of the Owner for use as liquidated damages for the delay and additional expense to the Owner caused thereby.

Enclosed is bid guarantee consisting of: "Bid Bond" in the amount of five percent (5%) of the bid amount.

IDAHO NAMING LAW

NOTE: The bidder's attention is drawn to section 5.6 of the "Supplementary Instructions to Bidders."

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that general contractor must list the business name and Public Works license number of certain subcontractors on the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and addresses of subcontractors to whom work will be awarded, subject to approval of the Owner and Architect, if the undersigned is awarded the contract, are as follows:

Division 15:

Does this project involve plumbing? (Public Works designator 33)

No ☒ Yes ☐

Does this project involve warm air heating, air conditioning or sheet metal work? (Public Works designator 2 or 37)

No ☒ Yes ☐

Division 16:

BID PROPOSAL

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Page 2 of 3

Attachment: Bid RMR Construction (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

Does this project involve electrical work? (Public Works designator 14)

No X Yes _____

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Products for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

Along with his bid, the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. PWC-C-14325-A3, and is domiciled in the State of Idaho.

Dated at Moscow, Idaho this 22nd day of February, 2018.

Respectfully submitted,

RMR Construction, LLC

Name of Bidder (Company)

PO Box 10001

Moscow, ID 83843

Business Address

Lacy D. Smisek

Signature of authorized representative

member

(Seal, if bid is by a corporation)

Title

208-882-0775

Telephone Number

Attachment: Bid RMR Construction (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF ID

COUNTY OF LATAH

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that RMR Construction, LLC is in compliance with the provisions of Idaho Code section 72-1717; that Rmrz Construction LLC provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that RMR Construction LLC shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

RMR Construction, LLC
Name of Contractor

Po Box 10001
Address

MOSCOW, ID 83843
City and State

By: Mary D. Smisek
(Signature)

Subscribed and sworn to before me this 21ST day of February, 2018.

Commission expires: 6-8-2021

[Signature]
NOTARY PUBLIC, residing at

**ALEXANDER A. NAVARRO
NOTARY PUBLIC
STATE OF IDAHO**

MOSCOW, ID

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Contractors Bonding and Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

BID BOND

Bond No. LSM0892338

KNOW ALL MEN BY THESE PRESENTS,

That We, RMR Construction, LLC
of PO Box 10001
Moscow, ID 83843
as Principal, and Contractors Bonding and Insurance Company, of Peoria
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Idaho, are held and firmly bound unto
City of Moscow, as Oblige, in the penal sum of
5% of Total Amount Bid
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Oblige on a contract for Rebid 1912 Center Roofing System Replacement

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefor, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 16th day of February, 2018.



RMR Construction, LLC
Principal
By: Marcy D. Smisek
Contractors Bonding and Insurance Company
By: Lenore E. Furman Attorney In Fact

C0038015-50,0

Attachment: Bid RMR Construction (1684 : 1912 Center Roof Replacement Project Re-Bid Results)

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM0892338

Know All Men by These Presents:

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Lenore E. Turman in the City of Pullman, State of Washington, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bond and undertakings in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: RMR Construction, LLC

Obligee: City of Moscow

Bond Amount: 5% of Total Amount Bid

The Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 16th day of February, 2018.

Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President



State of Illinois

County of Peoria

} SS

On this 16th day of February, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 16th day of February, 2018.

Contractors Bonding and Insurance Company

By: Jean M. Stephenson Corporate Secretary

A0006817 SUBS_BID



City of Moscow Parks and Recreation

Memo

To: Gary Riedner, City Supervisor

Through: Dwight Curtis, Parks and Recreation Director

CC: Sarah Banks, Assistant Finance Director

From: David Schott, Assistant Parks and Recreation Director

Date: March 5, 2018

Re: 1912 Center Roof Replacement Bid Results and Open Budget Request

Bids for the 1912 Center Re-roofing Project opened on February 22, 2018 with two responsive bidders. The 1912 Center Facility Development Committee recommended the base bid of \$178,432 and alternate #1 (seven lower roofs) of \$11,300 for a total bid amount of \$189,732 from Darden Enterprises. Alternate #2 was not recommended by the 1912 Center Facility Development Committee due to cost. Jenny Kostroff, with Heart of the Arts, has pledged to fund alternate #1 (\$11,300) from Heart of the Arts. The Parks and Recreation Department is requesting to proceed with Darden Enterprises for the project.

The 1912 Center Re-roofing project was scheduled for FY17, but could not be completed, therefore the appropriated funds were not expensed and the project was delayed until FY18. The Parks and Recreation Department is requesting to open the FY18 budget to account for the unanticipated revenue and expense associated with this project. The revenue, \$11,300 from the Heart of the Arts, will be receipted into 350-000-00-476-21, Capital Projects Donations – Parks & Recreation. The expense, \$213,560 will be expensed from 350-165-30-770-72, Capital Projects Building Improvements – Parks & Recreation. The Parks & Recreation Department is further requesting that the appropriation fund for this expense be determined by administration.

FY18 1912 Center Roof Replacement Expense

Associated Architects Professional Service Agreement and Amendment Outstanding:	(\$2,475.37)
Base Bid Dardan Enterprises	(\$178,432)
Alternate #1 (Seven Lower Roofs):	(\$11,300)
Contingency 10%:	(\$18,974)
Legal Advertising (2):	(\$204.75)
Permit Fees (Waived):	\$0
Arts 1%:	(\$2,173)
Total Expense:	(\$213,559.12)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/02/2018**Title:** FY18 Children Pedestrian Safety - Grant Award - LHTAC/Local Agreement**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: The funding for a state grant opportunity called Children Pedestrian Safety (CPS) program was established in 2017 as part of the Idaho State Surplus Eliminator Program. The program is designed to fund “shovel ready” projects that can be ready for bid within 90 days of the grant award acceptance. This program will only fund maintenance projects which include pathways and sidewalks along an existing roadway, ADA ramps, and other pedestrian facilities. City staff submitted a grant request for the CPS program in December 2017 requesting \$250,000 to fund pedestrian safety improvements to Third Street from Washington Street to Mountain View Road with the intent of creating a continuous pedestrian and bicycle friendly corridor. The improvements include the installation of approximately 1,000 feet of new sidewalk, up to three raised crosswalks, center median refuges, and pedestrian curb extensions (bulb outs), where permitted by road width, at multiple intersections. The project is also planned to reconfigure the Third Street intersections at Hayes and Blaine Streets into four way stop control in order to further enhance crossing route safety for children walking to and from school. A subcommittee of the Transportation Commission worked with staff to develop the final project concept. On February 27, 2018, the City received a letter of award detailing project implementation instructions and a Local Agreement with the Local Highway Technical Assistance Council (LHTAC), Program Administrator. The award is for the full amount requested of \$250,000 with no match requirements. This was reviewed and recommended for approval by the Public Works/Finance Committee on March 26, 2018.

STAFF RECOMMENDATION: Accept the Children Pedestrian Safety program grant award and the LHTAC/Local Agreement for \$250,000 for the Third Street Pedestrian Safety Improvements.

ACTION: Accept the Children Pedestrian Safety program grant award and the LHTAC/Local Agreement for \$250,000 for the Third Street Pedestrian Safety Improvements.

Necessary Resources/Impacts

Administration - Grants Manager; Public Works - Engineering - Design, Bidding, Construcion Management

Attachments

FY18 CPS# 18-201 LHTAC.Local Agreement

Local Highway Technical Assistance Council

3330 Grace Street
Boise, Idaho 83703

Phone 208.344.0565
Fax 208.344.0789
Toll Free 1.800.259.6841

www.lhtac.org



Mark Rekow
Chairman

Diana Thomas
Vice Chair

Gilbert Hofmeister
Secretary/Treasurer

Jeff R. Miles
Administrator

February 27, 2018

City of Moscow
PO Box 9203
Moscow, ID 83843-1703

RE: Children Pedestrian Safety Program FY 2018 Grant

Dear Sir or Madam,

Congratulations! Your application for a FY 2018 Children Pedestrian Safety (CPS) Program grant has been approved for funding by the Local Highway Technical Assistance Council (LHTAC) and the Idaho Transportation Board.

Complete the enclosed attached agreement and return to LHTAC at your earliest convenience. Once the agreement has been returned, funds will be issued to your Jurisdiction.

Any funds used for contracting out to private enterprise for the work or project to be accomplished must comply with Idaho Code Sec. 67-2309, 67-2320, 67-2803 to 67-2808 and Title 54, Chapter 19. Funds cannot be used for wages, work completed prior to award or equipment purchases/reimbursement.

Recipients will be required to notify LHTAC in the event that project expenditures require modification and/or differ from that shown on the approved application. The Project Closeout Form (PCF), available at www.lhtac.org including before/after photos are due at the end of the project by **December 3, 2018**. Jurisdictions who do not submit PCF documents or have an extension granted by LHTAC, will be required to repay funds. They will also be ineligible to apply for future funds until all documentation has been submitted.

LHTAC has a responsibility to report to the Legislature and evaluate the LSI program. The local jurisdiction must adhere to the following requirements:

- 1) Recipients will be required to provide documents on project expenditures.
- 2) Recipients will be required to provide before and after digital photos.
- 3) Recipients may be requested to provide on-site project review with LHTAC staff.

Any excess funds that cannot be used on eligible expenses must be returned to LHTAC for the LSI program.

If you have any questions, please contact Amanda LaMott (alamott@lhtac.org).

Sincerely,

Jeff Miles, PE
LHTAC Administrator

Council Members

Association of Idaho Cities
Mayor Mac Pooler
City of Kellogg

Mayor Robert Berlin
City of Roberts

Mayor Diana Thomas
City of Weiser

Idaho Association of Highway Districts
Commissioner Neal Gier
Buhl Highway District

Commissioner Terry Werner
Post Falls Highway District

Commissioner Gilbert Hofmeister
Power County Highway District

Idaho Association of Counties
Commissioner Don Ebert
Clearwater County

Commissioner Mark Rekow
Gem County

Commissioner Todd Smith
Madison County

Ex-Officio Members

Jessica Harrison, Executive Director
Association of Idaho Cities

Nick Veldhouse, Executive Director
Idaho Association of Highway Districts

Seth Grigg, Executive Director
Idaho Association of Counties

LHTAC/LOCAL AGREEMENT
2018 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM
THIRD STREET CORRIDOR MULTIMODAL IMPROVEMENTS, CITY OF MOSCOW
 CPS# 18-201 (PROJECT)

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **City of Moscow**, acting by and through its Board or Council (Sponsor).

PURPOSE

LHTAC is administering the Children Pedestrian Safety (CPS) Program on behalf of both LHTAC and the Idaho Transportation Department (ITD) with state funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by Senate Bill 1206 and House Bill 334 of the 2017 legislative session.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary for Sponsor to construct the project as part of this Agreement.
2. State participation in the project is in the form of a grant for the amount of \$250,000. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
4. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Provide the following services incidental to Project

development:

- a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
 - b. Provide approved funding to Sponsor upon receipt of agreement.
 - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
2. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated prior to completion.
4. Cancel the Agreement should Sponsor not be able to provide an acceptable mid project update by **July 2, 2018** and request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

SECTION III. Sponsor shall:

1. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion. The Sponsor also warrants that it will repay all state funds if an acceptable mid project update is not provided to LHTAC by **July 2, 2018**, unless an extension has been granted by LHTAC.
2. Provide LHTAC with a mid-project report by **July 2, 2018**.
3. Provide LHTAC with before and after pictures upon completion of the project.
4. Bid and award the project following state procurement rules if applicable.
5. Complete Project and provide Project Closeout Form and financial records to LHTAC by **December 3, 2018**.
6. Comply with all other applicable Federal and State statutes and regulations.
7. Sponsor agrees that failure to deliver any of the

specified items listed above may result in the program award being rescinded.

8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

LHTAC

Administrator

ATTEST:

City of Moscow

Clerk

Representative

MOSCOW CITY COUNCIL AGENDA

Meeting Date: 04/02/2018

Title: Indian Hills Trading Company Parkland Dedication Property Exchange Request

Responsible Staff: Dwight Curtis

Information

DESCRIPTION: Indian Hills Trading Company, LLC, is requesting a parkland exchange and dedication with the City of Moscow for parkland associated with the Indian Hills 8th Addition Subdivision and remaining unplatted Indian Hills Trading Company property (letter attached). The agreement, if approved, requires the developer to dedicate Tract A (a new 4.09 acre parcel) to the City and provide a Quitclaim Deed to the City for Tract A. The City will vacate Tract B (previous 1.74 acre parkland dedication parcel) back to the developer.

The original parkland dedication (1.74 acre) parcel was dedicated in 2008 as part of the Indian Hills 8th Subdivision. The location (see attached map) is along the eastern border of the Indian Hills Trading Company property. The proposed new 4.09 acre property is located just north of The Grove apartment complex (see attached map).

The reason for the land exchange request is that a preliminary plat for Indian Hills 9th Addition is currently in the works and due to terrain challenges, the developer needs the existing parkland property to accomplish the road designs. The proposed property in the exchange is desired by the parks and recreation department for its topographical features leading to a future specialized edible forest park concept.

This land exchange will satisfy all Indian Hills 8th Addition and remaining unplatted property for Indian Hills Trading Company, LLC.

The property exchange request was reviewed by the Parks and Recreation Commission, Pathways Commission and Tree Commission, and each recommended Council approval.

This item was reviewed by the Administrative Committee on March 26, 2018 without a recommendation. The Committee requested staff bring additional impact information to present to the City Council.

STAFF RECOMMENDATION: Approve parkland exchange and dedication agreement between Indian Hills Trading Company LLC, and the City of Moscow, regarding parkland for the Indian Hills 8th Addition subdivision and the remaining adjacent unplatted Indian Hills Trading Company property.

PROPOSED ACTIONS: Approve parkland exchange and dedication agreement between Indian Hills Trading Company LLC, and the City of Moscow, regarding parkland for the Indian Hills 8th Addition subdivision and the remaining adjacent unplatted Indian Hills Trading Company property, or take such other action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

Parkland Exchange Request Letter 2-7-18

basemap 3-22-18

Deed of Dedication for Original Parcel 11-14-18

ParklandExchangeAgreement(Indian Hills Trading Company;City 3-20-18(pm3)final

Curtis Memo - Indian Hills Trading Co Parkland Exchange Request 0318

February 7, 2018

LETTER OF INTENT TO EXCHANGE

Whereas the Indian Hills Trading Company, LLC agreed to a dedicated parkland area of 1.74 acres parcel as provided in the Development agreement with the City of Moscow, dated July 28, 2008 and recorded as #523935 on July 30, 2008 and as shown on the attached Exhibit A.

Whereas the Indian Hills Trading Company, owns Lot 1, Block 1 of the Indian Hills 8th Addition to the City of Moscow, County of Latah, State of Idaho which contains land area of 4.09 acres.

Whereas the Indian Hills Trading Company, LLC also owns lands, as shown on attached map and identified as Parcel #'s, the City of Moscow, County of Latah, State of Idaho.

It is hereby agreed and understood that Indian Hills Trading Company, LLC is hereby offering to exchange the 1.74 acres for the 4.09 acres for dedicated Parkland. With the exchange of these two parcels, that are owned free and clear of encumbrances, excepting any easements of recorded, it is also understood and agreed that the parkland for any future requirements for the Indian Hills Trading Company, LLC's land remaining to be platted are covered in this exchange and no additional land shall be necessary to develop their remaining platted and un-platted property.

Indian Hills Trading Company, LLC

 Manager IHTC
Sally Powers, Managing Member



CITY OF MOSCOW
DATE & HOUR: 11.24.08 11:19 AM
SUSAN PETERSEN
LATAH COUNTY RECORDER

DEED OF DEDICATION

THIS DEED OF DEDICATION made this 14th day of November, 2008, by Indian Hills Trading Company, L.L.C., an Idaho Limited Liability Company, P.O. Box 106, Ritzville, Washington, 99169 (hereinafter "GRANTOR") for value received, does hereby convey and dedicate unto the CITY OF MOSCOW, IDAHO, an Idaho municipal corporation, GRANTEE, 206 East Third Street, Moscow, Idaho 83843, for use as parkland and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

m/P000x9203
MOSCOW ID 8384

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., in the City of Moscow, Idaho as shown on the attached EXHIBIT 'A' as PARCEL "B" and being more particularly described as follows:

Commencing at the Southwest corner of said Section 17 running thence N 81°12'16" E 1828.93 feet to the TRUE POINT OF BEGINNING for this description;

Thence N 00°16'56" E 323.20 feet;

Thence S 63°01'20" E 113.79 feet to the point of curvature;

Thence 147.81 feet along a curve to the left having a central angle of 19°41'44", a radius of 430.00 feet and a chord length of 147.09 feet bearing S 72°52'12" E to the point of tangency;

Thence S 82°43'04" E 30.12 feet to the point of curvature;

Thence 28.97 feet along a curve to the right having a central angle of 83°00'0", a radius of 20.00 feet and a chord length of 26.50 feet bearing S 41°13'04" E to the point of tangency;

Thence S 00°16'56" W 206.19 feet;

Thence N 89°39'56" W 289.89 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 1.74 acres more or less.

IN WITNESS THEREOF, GRANTORS have hereunto set their hand and seal this 14 day of November, 2008.

GRANTOR:
INDIAN HILLS TRADING COMPANY, L.L.C.

Sally Powers
Sally Powers, Member/Manager

Attachment: Deed of Dedication for Original Parcel 11-14-18 (1683 : Indian Hills Trading Company Parkland Dedication Property Exchange

**GRANTEE:
CITY OF MOSCOW**

By

Nancy Chaney
Nancy Chaney, Mayor

ATTEST:

Stephanie Kalasz
Stephanie Kalasz, City Clerk

ACKNOWLEDGEMENTS

State of

Idaho

County of

Latah

On this 14 day of November, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared Sally Powers, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public :

IDAHO

Residing at:

Troy, ID

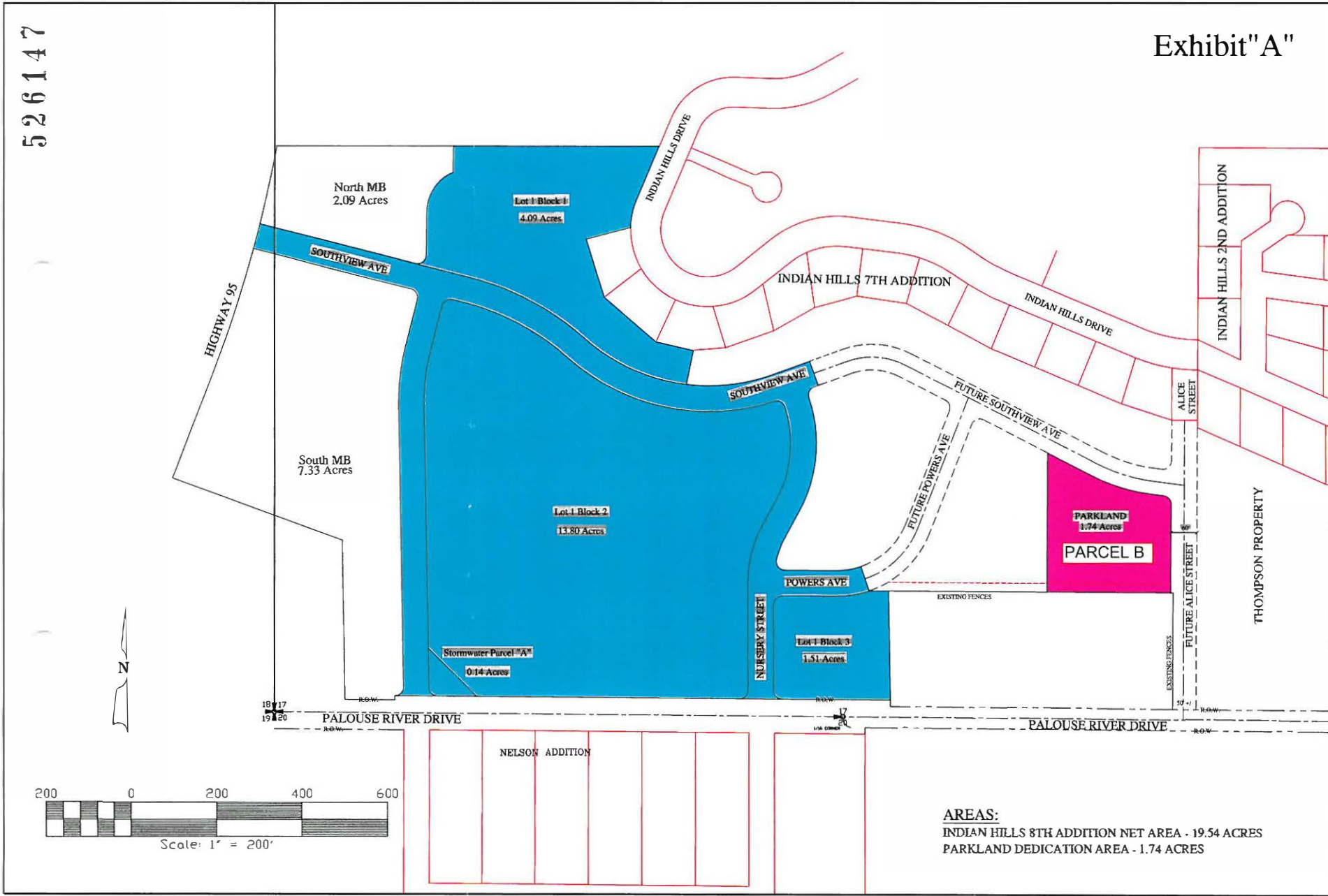
My Commission Expires:

12/22/09



526147

Exhibit "A"



INDIAN HILLS 8TH ADDITION
PARKLAND DEDICATION
INDIAN HILLS TRADING CO., LLC.
MOSCOW, IDAHO

1"=200'
DATE: 7-11-18
BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN

REVISION	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

HEDCO
HARRINGTON ENGINEERING & DESIGN, PLLC
1001 N. 10TH AVE., SUITE 100
MOSCOW, IDAHO 83843
(208) 786-5428

SHEET: 801
DRAWING NO.: 801

AREAS:
INDIAN HILLS 8TH ADDITION NET AREA - 19.54 ACRES
PARKLAND DEDICATION AREA - 1.74 ACRES

Attachment: Deed of Dedication for Original Parcel 11-14-18 (1683 : Indian Hills Trading Company

**PARKLAND EXCHANGE AND DEDICATION AGREEMENT
BETWEEN INDIAN HILLS TRADING COMPANY AND CITY OF MOSCOW, IDAHO
REGARDING PARKLAND FOR THE INDIAN HILLS 8TH ADDITION SUBDIVISION
AND THE REMAINING ADJACENT UNPLATTED
INDIAN HILLS TRADING COMPANY, L.L.C. PROPERTY**

THIS PARKLAND EXCHANGE AND DEDICATION AGREEMENT BETWEEN INDIAN HILLS TRADING COMPANY L.L.C. AND CITY OF MOSCOW, IDAHO FOR PARKLAND ASSOCIATED WITH THE INDIAN HILLS 8TH ADDITION SUBDIVISION AND ADJACENT REMAINING UNPLATTED INDIAN HILLS TRADING COMPANY, L.L.C. PROPERTY (hereinafter "Agreement"), is entered into this _____ day of _____, 2018, by and between Indian Hills Trading Company, L.L.C., P O Box 106, Ritzville, Washington, 99169, being the owner and developer of real property as described herein (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

W I T N E S S E T H:

WHEREAS, DEVELOPER previously developed the Indian Hills 8th Addition Subdivision in the City of Moscow; and

WHEREAS, by Deed of Dedication dated November 14, 2008, DEVELOPER previously dedicated 1.74 acres of land for parkland uses (Latah County Recorder's Office Instrument No. 526147) to satisfy the parkland dedication requirements of Moscow City Code for the Indian Hills 8th Addition Subdivision in the City of Moscow; and

WHEREAS, to date CITY has not developed nor improved the prior 1.74 acre parkland dedication; and

WHEREAS, DEVELOPER wishes to exchange parkland dedications with CITY to relocate the prior Indian Hills 8th Addition parkland dedication and to satisfy future parkland dedication requirements for the remaining unplatted property adjacent to the Indian Hills 8th Addition and as shown in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, DEVELOPER wishes to exchange land described hereinbelow and referred to hereinafter as Tract "A" for the prior parkland dedication which is described hereinbelow and is referred to hereinafter as Tract "B"; and

WHEREAS, the proposed exchange was submitted to the Moscow Parks and Recreation Director for consideration and the Director finds that such exchange is in the best interests of the City; and

WHEREAS, the proposed exchange was submitted to the Moscow Parks and Recreation Commission, Moscow Pathways Commission and Moscow Tree Commission for consideration and all three Commissions support the exchange and recommend City Council approval; and

WHEREAS, City Council, on the ____ day of April, 2018, considered and approved such exchange.

NOW, THEREFORE, DEVELOPER and CITY, in consideration of mutual covenants set forth herein, agree as follows:

I. CONSIDERATION AND PROPERTY

A. DEVELOPER DEDICATES TRACT "A" AS PARKLAND

In consideration of the vacation of parkland dedication of Tract "B" by DEVELOPER (through vacation), DEVELOPER hereby dedicates as Parkland to CITY along with customary related public uses, real property and all improvements thereon situated in the County of Latah, State of Idaho Tract "A", as shown in Exhibit "A" attached hereto and more particularly described as follows:

Lot 1, Block 1 of the Indian Hills 8th Addition to the City of Moscow

B. CITY VACATES FORMERLY DEDICATED PARKLAND BACK TO DEVELOPER

In consideration of receipt of Tract "A" by CITY (through dedication as Parkland), CITY hereby vacates to DEVELOPER real property and all improvements thereon situated in the County of Latah, State of Idaho Tract "B", as shown in Exhibit "A" attached hereto and more particularly described as follows:

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., in the City of Moscow, Idaho as shown on the attached EXHIBIT 'A' as PARCEL "B" and being more particularly described as follows:

Commencing at the Southwest corner of said Section 17 running thence N 81°12'16" E 1828.93 feet to the TRUE POINT OF BEGINNING for this description; Thence N 00°16'56" E 323.20 feet; Thence S 63°01'20" E 113.79 feet to the point of curvature; Thence 147.81 feet along a curve to the left having a central angle of 19°41'44", a radius of 430.00 feet and a chord length of 147.09 feet bearing S 72°52'12" E to the point of tangency; Thence S 82°43'04" E 30.12 feet to the point of curvature; Thence 28.97 feet along a curve to the right having a central angle of 83°00'0", a radius of 20.00 feet and a chord length of 26.50 feet bearing S 41°13'04" E to the point of tangency; Thence S 00°16'56" W 206.19 feet; Thence N 89°39'56" W 289.89 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 1.74 acres more or less.

II. TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions:

A. DEVELOPER shall do the following:

1. Dedicate as Parkland Tract "A" to CITY; and
2. Provide a Quitclaim Deed to CITY for Tract "A".

B. CITY shall do the following:

Vacate Tract "B" to DEVELOPER.

C. CITY hereby agrees that DEVELOPER's dedication of Tract "A" shall satisfy all required parkland dedication for the Indian Hills 8th Addition and the approximately 18.6 acres of unplatted property currently owned by DEVELOPER, located immediately west and east of the Indian Hills 8th Addition, and as shown in Exhibit 'B' attached hereto and incorporated herein.

D. Environmental Matters. DEVELOPER and CITY covenant that they have not placed or brought onto Tract "A" or onto Tract "B", nor permitted to be placed or brought onto Tract "A" or Tract "B", hazardous substances [as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601(14)] or materials including, but not limited to, petroleum products, the removal of which is required or the maintenance of which is prohibited or penalized by any applicable federal, state, or local law, ordinance, rule, regulation or requirement and, to the best knowledge of DEVELOPER and CITY, Tract "A" and Tract "B" are free of all such hazardous substances and materials.

E. Date for Exchange. The exchange of properties shall occur within sixty (60) days after the final approval of this Agreement by the City Council.

F. In the event of default by either of the parties in their performance of the terms and conditions of this Agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

G. DEVELOPER shall deliver Tract "A" without restrictions, covenants or other encumbrances.

H. CITY shall deliver Tract "B" without restrictions, covenants or other encumbrances.

I. This Agreement constitutes the entire Agreement between the parties on this matter.

J. This Agreement, unless expressly stated otherwise herein, is the final Agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

K. The parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

L. Time is of the essence in the performance of this Agreement.

DATED this _____ day of April, 2018.

DEVELOPER

CITY

Indian Hills Trading Company, L.L.C.

City of Moscow, Idaho

Sally N. Powers, Manager

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Sally N. Powers, known to me to be the Manager of Indian Hills Trading Company, L.L.C., the Idaho Limited Liability Company whose name is subscribed to the foregoing and acknowledged to me she executed the same for and in behalf of said company, as its duly authorized agent.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

City of Moscow
Parks and Recreation

Memo

To: Gary Riedner, City Supervisor
From: Dwight Curtis, Parks & Recreation Director 
C: Bill Belknap, Community Development Director
Date: March 23, 2018
Re: Indian Hills Trading Company Parkland Dedication Property Exchange Request

Indian Hills Trading Company, LLC, is requesting a parkland exchange and dedication with the City of Moscow for parkland associated with the Indian Hills 8th Addition Subdivision and remaining unplatted Indian Hills Trading Company property (letter attached).

The agreement, if approved by the City Council, requires the developer to dedicate Tract A (a new 4.09 acre parcel) to the City and provide a Quitclaim Deed to the City for Tract A. The City will vacate Tract B (previous 1.74 acre parkland dedication parcel) back to the developer.

The original parkland dedication (1.74 acre) parcel was dedicated in 2008 as part of the Indian Hills 8th Subdivision. The location (see attached map) is along the eastern border of the Indian Hills Trading Company property. The proposed new 4.09 acre property is located just north of The Grove apartment complex (see attached map).

The reason for the land exchange request is that a preliminary plat for Indian Hills 9th Addition is currently in the works and due to terrain challenges, the developer needs the existing parkland property to accomplish the road designs. The proposed property in the exchange is desired by the parks and recreation department for its topographical features leading to a future specialized edible forest park concept.

This land exchange will satisfy all Indian Hills 8th Addition and remaining unplatted property for Indian Hills Trading Company, LLC.

The property exchange request was reviewed by the Parks and Recreation Commission, Pathways Commission and Tree Commission, and each recommended Council approval.

This request is scheduled to go before the Administrative Committee on March 26, 2018 and the City Council on April 2, 2018.

Attachment: Curtis Memo - Indian Hills Trading Co Parkland Exchange Request 0318 (1683 : Indian Hills Trading Company Parkland Dedication

As always, if you have any questions or need further information, please feel free to contact me at 883-7087 or email me at dcurtis@ci.moscow.id.us.

February 7, 2018

LETTER OF INTENT TO EXCHANGE

Whereas the Indian Hills Trading Company, LLC agreed to a dedicated parkland area of 1.74 acres parcel as provided in the Development agreement with the City of Moscow, dated July 28, 2008 and recorded as #523935 on July 30, 2008 and as shown on the attached Exhibit A.

Whereas the Indian Hills Trading Company, owns Lot 1, Block 1 of the Indian Hills 8th Addition to the City of Moscow, County of Latah, State of Idaho which contains land area of 4.09 acres.

Whereas the Indian Hills Trading Company, LLC also owns lands, as shown on attached map and identified as Parcel #'s, the City of Moscow, County of Latah, State of Idaho.

It is hereby agreed and understood that Indian Hills Trading Company, LLC is hereby offering to exchange the 1.74 acres for the 4.09 acres for dedicated Parkland. With the exchange of these two parcels, that are owned free and clear of encumbrances, excepting any easements of recorded, it is also understood and agreed that the parkland for any future requirements for the Indian Hills Trading Company, LLC's land remaining to be platted are covered in this exchange and no additional land shall be necessary to develop their remaining platted and un-platted property.

Indian Hills Trading Company, LLC

Sally Powers, Manager IHTC
Sally Powers, Managing Member

Appl Complete 2/20/18



1 inch = 150 feet

No. 526147
 AT THE REQUEST OF:
CITY OF MOSCOW
 DATE & HOUR: 11.24.08 11:19
 SUSAN PETERSEN
 LATAH COUNTY RECORDER

DEED OF DEDICATION

THIS DEED OF DEDICATION made this 14th day of November, 2008, by Indian Hills Trading Company, L.L.C., an Idaho Limited Liability Company, P.O. Box 106, Ritzville, Washington, 99169 (hereinafter "GRANTOR") for value received, does hereby convey and dedicate unto the CITY OF MOSCOW, IDAHO, an Idaho municipal corporation, GRANTEE, 206 East Third Street, Moscow, Idaho 83843, for use as parkland and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., in the City of Moscow, Idaho as shown on the attached EXHIBIT 'A' as PARCEL "B" and being more particularly described as follows:

Commencing at the Southwest corner of said Section 17 running thence N 81°12'16" E 1828.93 feet to the TRUE POINT OF BEGINNING for this description;

Thence N 00°16'56" E 323.20 feet;

Thence S 63°01'20" E 113.79 feet to the point of curvature;

Thence 147.81 feet along a curve to the left having a central angle of 19°41'44", a radius of 430.00 feet and a chord length of 147.09 feet bearing S 72°52'12" E to the point of tangency;

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Thence 28.97 feet along a curve to the right having a central angle of 83°00'0", a radius of 20.00 feet and a chord length of 26.50 feet bearing S 41°13'04" E to the point of tangency;

Thence S 00°16'56" W 206.19 feet;

Thence N 89°39'56" W 289.89 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 1.74 acres more or less.

IN WITNESS THEREOF, GRANTORS have hereunto set their hand and seal this 14 day of November, 2008.

GRANTOR:
INDIAN HILLS TRADING COMPANY, L.L.C.

Sally Powers
 Sally Powers, Member/Manager

526147

GRANTEE:
CITY OF MOSCOW

By *Nancy Chaney*
 Nancy Chaney, Mayor

ATTEST:

Stephanie Kalasz
 Stephanie Kalasz, City Clerk



ACKNOWLEDGEMENTS

State of Idaho

County of Latah

On this 14 day of November ~~October~~, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared Sally Powers, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

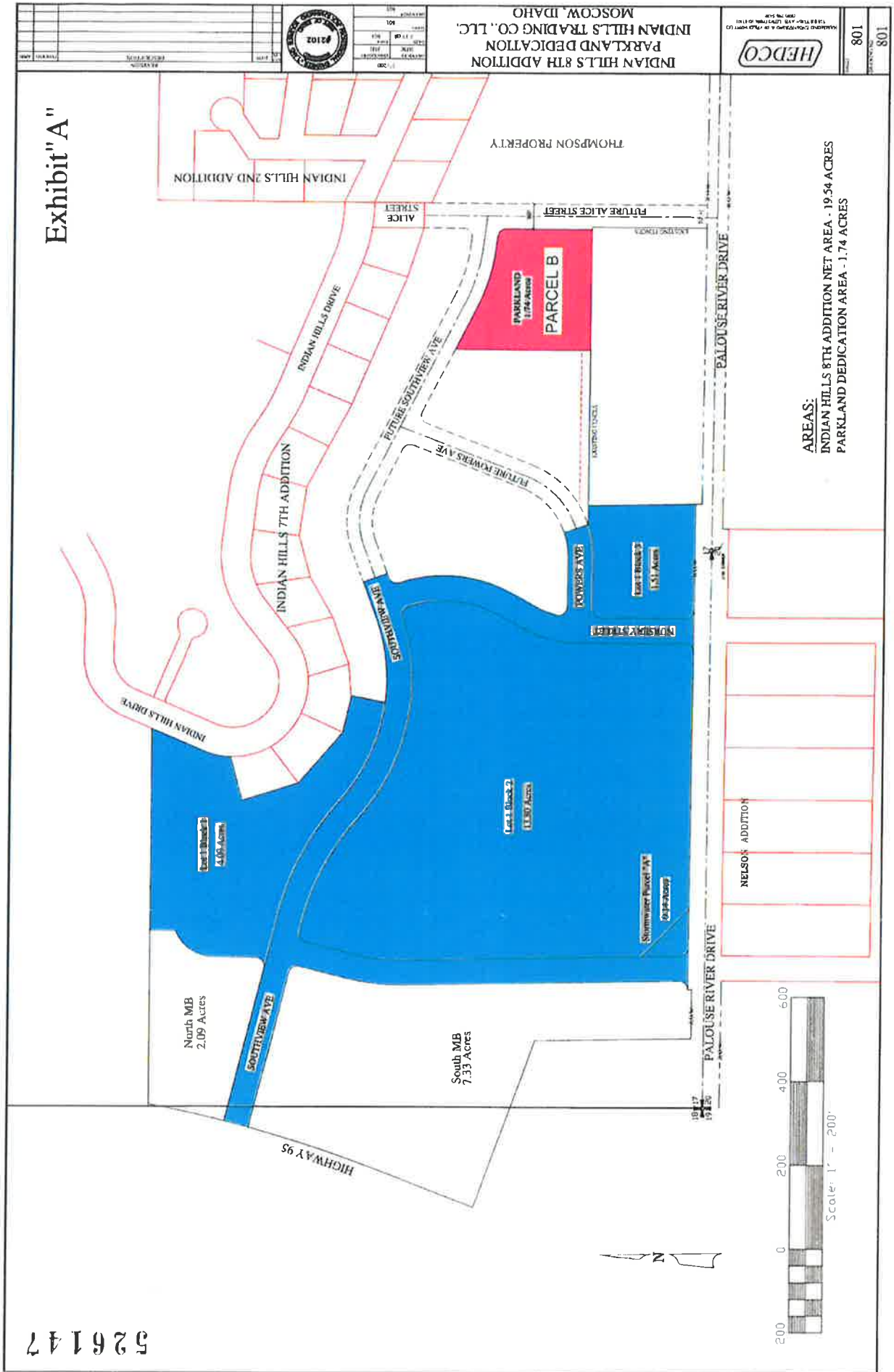
Patricia K. Mink

Notary Public: IDAHO

Residing at: Troy, ID

My Commission Expires: 12/22/09





**PARKLAND EXCHANGE AND DEDICATION AGREEMENT
BETWEEN INDIAN HILLS TRADING COMPANY AND CITY OF MOSCOW, IDAHO
REGARDING PARKLAND FOR THE INDIAN HILLS 8TH ADDITION SUBDIVISION
AND THE REMAINING ADJACENT UNPLATTED
INDIAN HILLS TRADING COMPANY, L.L.C. PROPERTY**

THIS PARKLAND EXCHANGE AND DEDICATION AGREEMENT BETWEEN INDIAN HILLS TRADING COMPANY L.L.C. AND CITY OF MOSCOW, IDAHO FOR PARKLAND ASSOCIATED WITH THE INDIAN HILLS 8TH ADDITION SUBDIVISION AND ADJACENT REMAINING UNPLATTED INDIAN HILLS TRADING COMPANY, L.L.C. PROPERTY (hereinafter "Agreement"), is entered into this _____ day of _____, 2018, by and between Indian Hills Trading Company, L.L.C., P O Box 106, Ritzville, Washington, 99169, being the owner and developer of real property as described herein (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

W I T N E S S E T H:

WHEREAS, DEVELOPER previously developed the Indian Hills 8th Addition Subdivision in the City of Moscow; and

WHEREAS, by Deed of Dedication dated November 14, 2008, DEVELOPER previously dedicated 1.74 acres of land for parkland uses (Latah County Recorder's Office Instrument No. 526147) to satisfy the parkland dedication requirements of Moscow City Code for the Indian Hills 8th Addition Subdivision in the City of Moscow; and

WHEREAS, to date CITY has not developed nor improved the prior 1.74 acre parkland dedication; and

WHEREAS, DEVELOPER wishes to exchange parkland dedications with CITY to relocate the prior Indian Hills 8th Addition parkland dedication and to satisfy future parkland dedication requirements for the remaining unplatted property adjacent to the Indian Hills 8th Addition and as shown in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, DEVELOPER wishes to exchange land described hereinbelow and referred to hereinafter as Tract "A" for the prior parkland dedication which is described hereinbelow and is referred to hereinafter as Tract "B"; and

WHEREAS, the proposed exchange was submitted to the Moscow Parks and Recreation Director for consideration and the Director finds that such exchange is in the best interests of the City; and

WHEREAS, the proposed exchange was submitted to the Moscow Parks and Recreation Commission, Moscow Pathways Commission and Moscow Tree Commission for consideration and all three Commissions support the exchange and recommend City Council approval; and

WHEREAS, City Council, on the ____ day of April, 2018, considered and approved such exchange.

NOW, THEREFORE, DEVELOPER and CITY, in consideration of mutual covenants set forth herein, agree as follows:

I. CONSIDERATION AND PROPERTY

A. DEVELOPER DEDICATES TRACT "A" AS PARKLAND

In consideration of the vacation of parkland dedication of Tract "B" by DEVELOPER (through vacation), DEVELOPER hereby dedicates as Parkland to CITY along with customary related public uses, real property and all improvements thereon situated in the County of Latah, State of Idaho Tract "A", as shown in Exhibit "A" attached hereto and more particularly described as follows:

Lot 1, Block 1 of the Indian Hills 8th Addition to the City of Moscow

B. CITY VACATES FORMERLY DEDICATED PARKLAND BACK TO DEVELOPER

In consideration of receipt of Tract "A" by CITY (through dedication as Parkland), CITY hereby vacates to DEVELOPER real property and all improvements thereon situated in the County of Latah, State of Idaho Tract "B", as shown in Exhibit "A" attached hereto and more particularly described as follows:

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Said parcel contains 1.74 acres more or less.

II. TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions:

A. DEVELOPER shall do the following:

1. Dedicate as Parkland Tract "A" to CITY; and
2. Provide a Quitclaim Deed to CITY for Tract "A".

B. CITY shall do the following:

Vacate Tract "B" to DEVELOPER.

C. CITY hereby agrees that DEVELOPER's dedication of Tract "A" shall satisfy all required parkland dedication for the Indian Hills 8th Addition and the approximately 18.6 acres of unplatted property currently owned by DEVELOPER, located immediately west and east of the Indian Hills 8th Addition, and as shown in Exhibit 'B' attached hereto and incorporated herein.

D. Environmental Matters. DEVELOPER and CITY covenant that they have not placed or brought onto Tract "A" or onto Tract "B", nor permitted to be placed or brought onto Tract "A" or Tract "B", hazardous substances [as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601(14)] or materials including, but not limited to, petroleum products, the removal of which is required or the maintenance of which is prohibited or penalized by any applicable federal, state, or local law, ordinance, rule, regulation or requirement and, to the best knowledge of DEVELOPER and CITY, Tract "A" and Tract "B" are free of all such hazardous substances and materials.

E. Date for Exchange. The exchange of properties shall occur within sixty (60) days after the final approval of this Agreement by the City Council.

F. In the event of default by either of the parties in their performance of the terms and conditions of this Agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

G. DEVELOPER shall deliver Tract "A" without restrictions, covenants or other encumbrances.

H. CITY shall deliver Tract "B" without restrictions, covenants or other encumbrances.

I. This Agreement constitutes the entire Agreement between the parties on this matter.

J. This Agreement, unless expressly stated otherwise herein, is the final Agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

K. The parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

L. Time is of the essence in the performance of this Agreement.

DATED this _____ day of April, 2018.

DEVELOPER

CITY

Indian Hills Trading Company, L.L.C.

City of Moscow, Idaho

Sally N. Powers, Manager

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Sally N. Powers, known to me to be the Manager of Indian Hills Trading Company, L.L.C., the Idaho Limited Liability Company whose name is subscribed to the foregoing and acknowledged to me she executed the same for and in behalf of said company, as its duly authorized agent.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/02/2018**Title:** Legacy Crossing Urban Renewal District Main Street Expansion Eligibility Study**Responsible Staff:** Bill Belknap

Information

DESCRIPTION: During the Moscow Urban Renewal Agency's (MURA) recent strategic planning process and joint meetings with the Moscow City Council, the expansion of the Legacy Crossing District boundary to include Main Street was identified as a priority project for both the City Council and the MURA. In the City's 2015 Strategic Plan, the City Council identified the deteriorating public infrastructure within the Downtown as a major challenge area. Amending the boundary would allow the MURA to partner with the City in future downtown streetscape and public infrastructure improvements. The first step in the process is to update the prior eligibility study that was completed in 2007. The Agency has completed the eligibility study update which documents the deteriorating public infrastructure and concludes that the study area is a deteriorating area and appropriate for an urban renewal project. The study was reviewed by the MURA Board on March 1, 2018 at which time the MURA approved transmittal of the study the City Council by Resolution for the Council's consideration. If the Council concurs with the study's conclusion, the Council can authorize the MURA to begin the development of the amendment to the Legacy Crossing Urban Renewal Plan.

STAFF RECOMMENDATION: Receive the eligibility study and approve the attached Resolution to authorize the Moscow Urban Renewal Agency to proceed with development of the amendment to the Legacy Crossing Urban Renewal Plan.

PROPOSED ACTIONS: Receive the eligibility study and approve the attached Resolution to authorize the Moscow Urban Renewal Agency to proceed with development of the amendment to the Legacy Crossing Urban Renewal Plan; or take such other action as deemed appropriate.

Necessary Resources/Impacts

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

Attachments

Final 2018 Eligibility Study with Attachments
 RES 2018-02 Eligibility Report for Possible LC Expansion
 CouncilLegacyCrossingEligibilityStudy;Resolution

LEGACY CROSSING DISTRICT MAIN STREET BOUNDARY AMENDMENT ELIGIBILITY STUDY

MOSCOW URBAN RENEWAL AGENCY

MARCH 1ST, 2018



BACKGROUND

On June 2, 2008, the Moscow City Council passed City Ordinance 2008-10 which established the new 163 acre Legacy Crossing Urban Renewal District within the City of Moscow. The Legacy Crossing District was the second urban renewal district to be established within the City. The first district was the Alturas Technology Park District which was formed in 1996. The Alturas District was closed a year ahead of schedule in 2015 after assisting with raising the assessed valuation within the district by over \$22 Million.

Unlike the Alturas District, which was intended to facilitate the development of a green field technology park, the Legacy Crossing District was created to assist and guide the redevelopment of the prior agricultural/industrial center of the community located between the University of Idaho Campus and downtown, as well as the surrounding areas. When the Legacy Crossing District was being developed, an eligibility study was completed in 2007 to assess whether the area under consideration met the criteria of having certain characteristics which impair economic development growth and/or present a detriment or threat to public health, safety or welfare.

The 2007 Eligibility Study covered a larger area than what was contained within the adopted Legacy Crossing District boundary, and more specifically included all of Main Street from Morton Street to Lewis Street. Ultimately, when the final boundary was established Main Street was not included within the boundary which currently terminates within the alley between Jackson and Main Streets.

In 2015, the Moscow City Council adopted the 2015 City of Moscow Strategic Plan which identified the deteriorating condition of Moscow's Downtown streetscape as a major challenge area. The Plan stated that, "Moscow's *Downtown streetscape was constructed almost 35 years ago by means of the 1981 downtown Local Improvement District (LID). Except for the Friendship square renovation in 2006, the City has placed little investment in downtown infrastructure, and much of the streetscape is in poor condition. The planters, benches, light poles, and exposed aggregate treatments that were installed in 1981 are now dated and deteriorating. Downtown Moscow is a key asset that represents the city's unique character and quality of life which could, if renovated be leveraged to increase local economic activity, and attract new residents, students and business investment, but which is ineffective in its current condition.*"

The Moscow City Council requested that the Moscow Urban Renewal Agency consider an amendment to the Legacy Crossing District Boundary to include that portion of Main Street located between A Street on the north and Eighth Street to the south. This eight block section of Main Street and the adjacent private properties are the focus of this study, with the objective of determining if there are sufficient characteristics and levels of deteriorating buildings, structures and private and public improvements to warrant the addition of the area to the Legacy Crossing District.

APPLICABLE LAW

Urban renewal activities within the State of Idaho are governed by Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50 Idaho Code) hereinafter the "Law" and the Local Economic Development Act (Chapter 29, Title 50 Idaho Code) hereinafter the "Act". Both the Law and Act detail the necessary process to enable an urban renewal agency, the powers and authorities of such agencies, the process and requirements to undertake urban renewal projects and districts, the process to establish tax revenue allocation areas, and the associated reporting requirements.

STUDY AREA DESCRIPTION

The area included within this eligibility study covers the approximately 8 block area that is bound by the current Legacy Crossing District boundary on the west, the northerly right-of-way of 'A' Street to the north, the eastern right-of-way boundary of Main Street to the east, and the northerly boundary of Eighth Street (also the current Legacy Crossing boundary) to the south.

The study area is approximately 12 acres in

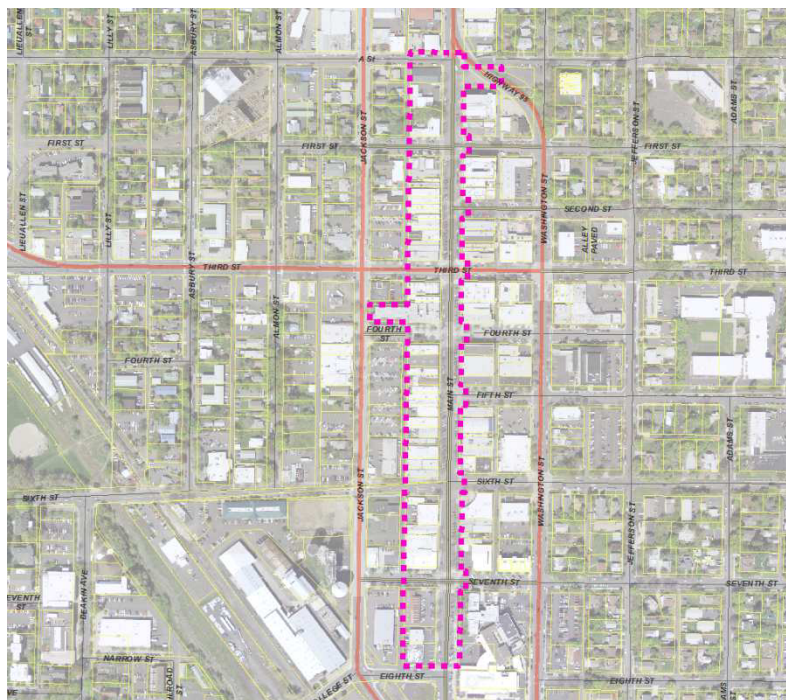


Figure 1 - Study Area

size and would constitute a 7.4 percent increase of the total Legacy Crossing District area, which is below the maximum 10 percent expansion permitted under Idaho Code.

URBAN RENEWAL PLAN DEVELOPMENT PROCESS

The urban renewal plan development process includes a number of sequential steps identified within both the Law and the Act. The first step is the subject of this report (eligibility study) and includes a study of the proposed project area to determine if certain conditions exist that warrant the establishment of an urban renewal district.

ELIGIBILITY STUDY

The eligibility study examines the area under consideration to determine if the area contains certain specific conditions identified within the Law and Act that would indicate that the area is a deteriorating or deteriorated area as defined within the Law and Act and that the activities of an urban renewal agency are appropriate.

Once the eligibility study is complete, the urban renewal agency approves a resolution with the finding that the area is a deteriorating or deteriorated area and forwards the report and resolution to the City Council for the Council's consideration. The Council then reviews and approves the eligibility report and authorizes the next step which includes the urban renewal plan development (or amendment of any existing plan).

URBAN RENEWAL PLAN

Once the City Council has authorized the development of an urban renewal plan, the urban renewal agency prepares the plan document which specifies the proposed district boundaries, the specific proposed activities that the agency anticipates it will undertake within the proposed district, and a financial feasibility assessment which analyzes the anticipated improvements that the Agency will undertake and the projected tax increment revenues that will be utilized to fund the improvements to ensure the urban renewal project is financially feasible. Once the urban renewal plan is completed the Agency Board approves the plan by resolution and it is transmitted to the City Council for consideration and adoption.

CITY COUNCIL ADOPTION

Once the Council receives the proposed plan the Council refers the plan to the Planning and Zoning Commission to determine if the proposed plan is in conformance with the City's Comprehensive Plan. Notice is then provided to all of the affected taxing districts and the Council conducts a public hearing upon the proposed plan which must be approved by ordinance to become effective.

2007 GREATER DOWNTOWN MOSCOW AREA ELIGIBILITY REPORT

In 2007 the Moscow Urban Renewal Agency engaged Harlan W. Mann to prepare an eligibility study for the area that was under consideration for what would become later the Legacy Crossing District in 2008.

The 2007 study area included a significantly larger area than what was to become the 163 acre Legacy Crossing District and included the area under consideration for the current proposed district expansion.

At that time, the 2007 study identified several qualifying characteristics within the proposed expansion area including deteriorating structures, deteriorating streets, alleys, parking lots and sidewalks.

The purpose of this eligibility study is to update the prior eligibility study for the proposed expansion area to reflect current conditions that warrant the Agency's activities within the proposed expanded area.

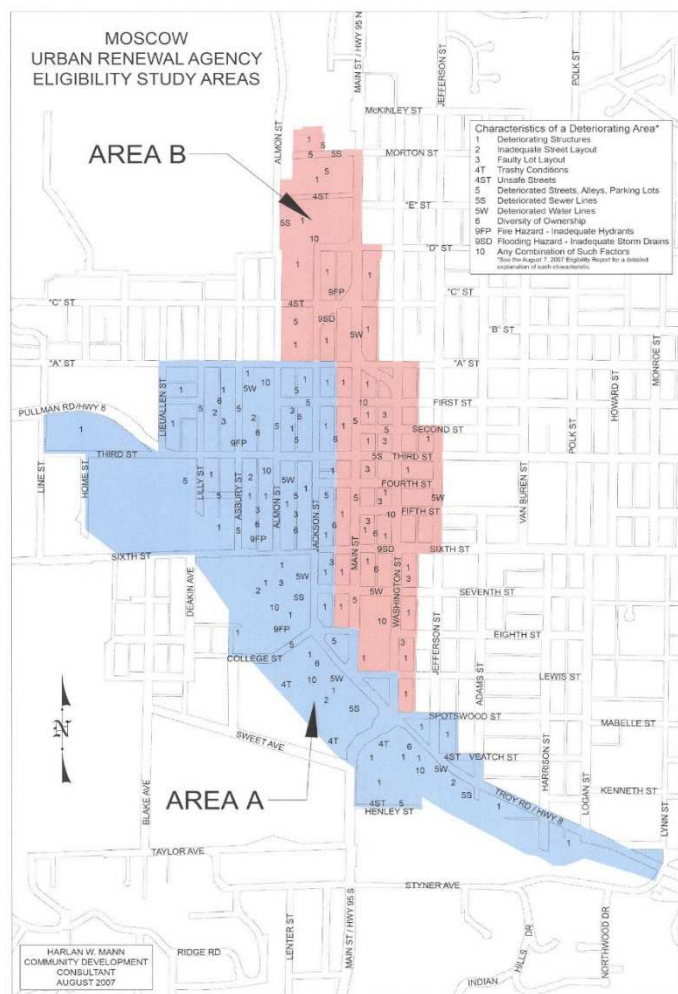


Figure 2 2007 Study Area Map

PRESENT CONDITIONS

Both the Law and the Act contain definitions of what are termed to be a deteriorating, or deteriorated area (IC §50-2018(9) and §50-2903(8)(b)) which use very similar definitions that identify nine specific different conditions or characteristics along with a tenth that is any combination of the nine identified characteristics. An area must be determined to contain any number of these specific characteristics to be considered a deteriorating or deteriorated area which warrants inclusion within an urban renewal district. The specifically identified characteristics include:

1. Substantial number of deteriorated or deteriorating structures;
2. Predominance of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;
9. Existence of conditions which endanger life or property by fire and other causes; or
10. Any combination of such factors.

The study area was assessed for each of the nine characteristics which are discussed in more detail below.

SUBSTANTIAL NUMBER OF DETERIORATED OR DETERIORATING STRUCTURES

As noted in the 2007 Study, while several structures within the study area have undergone recently renovation or repair (such as the buildings housing the Chamber of Commerce, Colter Creek Winery, and several others), many structures have seen limited reinvestment in renovation and maintenance within the last 15 years. Staff from the City of Moscow Building Safety Department conducted a limited review of the exterior physical condition of the structures within the study area. The assessment documented whether there were visible signs of private structure or site improvement deterioration including exterior wall finishes and/or structural components, deteriorating glazing, deteriorating awnings, canopies or similar elements as well as antiquated or outdated building facades.

The assessment indicated that over 17 percent of the structures within the study area contained one or more signs of structure or site improvement deterioration. The most common deterioration observed included deterioration of exterior wall finishes, deteriorated brick or metal façade materials, and damaged awning structures. Additionally, over 40 percent of the building facades were deemed to be outdated and not consistent with the national historic district designation of the study area. The structure survey results and example photographs are shown in Attachment 3. As a result, many of the buildings within the study area are either in a deteriorating condition or contain outdated facades that are not in harmony or in keeping with the character of the Downtown Historic District.

PREDOMINANCE OF DEFECTIVE OR INADEQUATE STREET LAYOUT

The general street layout of the study area consists of Main Street traversing the area in a north and south direction with side streets present with block sizes ranging from 240 feet to 370 feet. Generally the street layout is considered to be consistent with a smaller urban setting and provides adequate access and circulation within the study area and therefore is not considered to be defective or inadequate.

FAULTY LOT LAYOUT IN RELATION TO SIZE, ADEQUACY, ACCESSIBILITY OR USEFULNESS

Within the study area lots are generally oriented to front on Main Street and extend to alleys on either side of Main. Lot sizes range from 1,083 to 19,450 square feet and from 15 to 150 feet in width, with an average width of approximately 50 feet. In general, the lot layout is consistent with a historical urban downtown area and does not contribute to the study area being a deteriorated or deteriorating area.

INSANITARY OR UNSAFE CONDITIONS

Non-compliant ADA crosswalks present a safety hazard to those with sight impairments and there are numerous other tripping hazards caused by deteriorated sidewalks which present a safety hazard to pedestrians and those with limited mobility. Additionally, the sanitary sewer within Sixth Street between Main and Jackson experiences surcharging and has a capacity limitation to sanitary sewer service to the study area. The study area also has substandard street and sidewalk lighting which can reduce public safety in both visibility of pedestrians in the area and potential crime

On December 15, 2017, the Moscow Public Works Department conducted a public lighting study to assess the adequacy of street and sidewalk lighting on Main Street from A Street to Lewis. The current street and sidewalk lighting within the study area is provided by shoe box style fixtures installed a height of approximately 30 feet and at a spacing of 130 to 140 feet on average.



Figure 3 - Example Street Light and Tree Canopy Conflict

The assessment was conducted during the winter months prior to tree leaf out to present a “best case” scenario within respect to the public lighting levels. In reality, many of the light fixtures are located within or above the tree canopy and lighting levels and as a result, the tree branches and leaf canopy greatly obstruct light transmission.

For the lighting study, light levels were collected by a hand held light meter at both 8:00 PM and 2:00 AM at the outside edges of each side of the walk, both curb lines, and center of the roadway. During the assessment it was noted that several light fixtures were not operational and there were several areas that were excessively dark as a result. Areas where light fixtures were not operating were not utilized in determining light adequacy and instead the light measurement taken where all light fixtures were operating were utilized as being representative of the lighting levels within the corridor as the fixtures, fixture heights and spacing are consistent throughout the corridor.

The American Association of State Highway and Transportation Officials 2005 Roadway Lighting Design Guide recommends pedestrian walkway lighting of no less than 1.3 foot candles for pedestrian walkways and 1.1 foot candles for roadways. In general, throughout the corridor lighting varied significantly as a

result of the light spacing. Directly under the light fixtures lighting levels ranged from 1.3 to over 3 foot candles on the sidewalks and from 1.11 to 2.59 foot candles in the center of the street. However in many areas between the light fixtures light levels drop as low as 0.11 foot candles on the sidewalks and 0.07 foot candles in the street.

These lower light areas represent only 8.5% of recommended lighting levels on the pedestrian areas and only 6.4% of the recommended lighting levels on the street. The lighting study results indicated that there is significant variability of lighting with well-lit areas and relatively dark areas in between. This significant wide variation in lighting results in light and dark area which create difficulty for the human eye to adjust as motorists and pedestrians traverse the corridor which presents a safety hazard to both users.

DETERIORATION OF SITE OR OTHER IMPROVEMENTS

Throughout the study area significant curb and sidewalk deficiencies were observed. Other than some limited recent sidewalk reconstruction, the concrete is consistently cracked, displaced, uneven, or otherwise damaged. There is significant differential lifting and settling that have created vertical displacements in excess of on half inch and which present ADA non-compliance. Street curbing is in a similar condition, and in many areas curbing is broken, crumbling, and significantly deteriorated, as well as being too low in many locations as a result of numerous street overlays.

None of the pedestrian ramps within the study area are compliant with current ADA



Figure 4 Example Infrastructure Condition Photograph

standards. The Downtown Revitalization project of 1980 resulted in the installation of most of the benches, planters, garbage cans, and trees along Main Street. Most of these items are now deteriorating. The benches were constructed with a wood covering, and they are in the worst condition, with most failing. Most of the trees wells are just exposed dirt, and none of them have a grate over them (with the exception of those installed with the most recent improvements to Friendship Square). The concrete crosswalks along Main Street, from the 1980s project are also deteriorating and cracking.

There have been street surface maintenance projects along Main Street, but the sections from Sixth Street to Seventh Street and Seventh Street to Eighth Street have a Poor rating (OCI of 40 for both segments). The segment of Fourth Street, east of Friendship Square has a Fair rating (OCI of 66). The turn-a-round on Fourth Street is also extremely narrow for this function.

DIVERSITY OF OWNERSHIP

Ownership of the property within the study area is diverse, but in consideration of the lot and street configuration, this condition is not considered to be detrimental to sound growth and development within the study area.

TAX OR SPECIAL ASSESSMENT DELINQUENCY EXCEEDING THE FAIR VALUE OF THE LAND

There is no record of any tax or special assessments that exceed the fair value of the land within the study area.

DEFECTIVE OR UNUSUAL CONDITIONS OF TITLE

There is no record of any defective or unusual conditions of property title that have been identified within the study area.

EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

If predicted outcomes of climate change are realized, it is anticipated that the frequency and intensity of precipitation events within the northwest region will increase. Even under current storm events, the Moscow Public Works Department reports that segments of the existing storm water collection and conveyance system lack capacity to collect and convey intense precipitation events and minor flooding of buildings within the study area has occurred. These deficiency of the storm water presents the risk of property damage during

intense precipitation events and require the replacement of storm mains to expand the conveyance capacity in several locations within the study area.

EFFECTS OF PRESENT CONDITIONS

Sidewalks throughout the study area are cracked, spalling and/or lifting presenting tripping hazards and ADA access impediments. Curbing throughout the study area is crumbling, missing or otherwise deteriorated and/or deteriorating, compromising the function of the curb in collecting and controlling street drainage and the separation of motor vehicles and pedestrians. Storm water collection and conveyance capacity limitations present a risk of property damage within the study area as intense precipitation events overwhelm the conveyance capacity of the storm water system. Public street and sidewalk lighting is deficient, leading to the potential possibility of accidents, increased crime, and reduced public perceptions of safety and comfort.

The significant deterioration of the public infrastructure documented in this study constitutes an economic and social liability by inhibiting access by persons with disabilities, normalizing and perpetuating site and building deterioration, discouraging private investment, and by presenting a risk to persons and property within the study area.

The combination of the factors detailed above substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.

ELIGIBILITY OF THE AREA FOR AN URBAN RENEWAL PROJECT

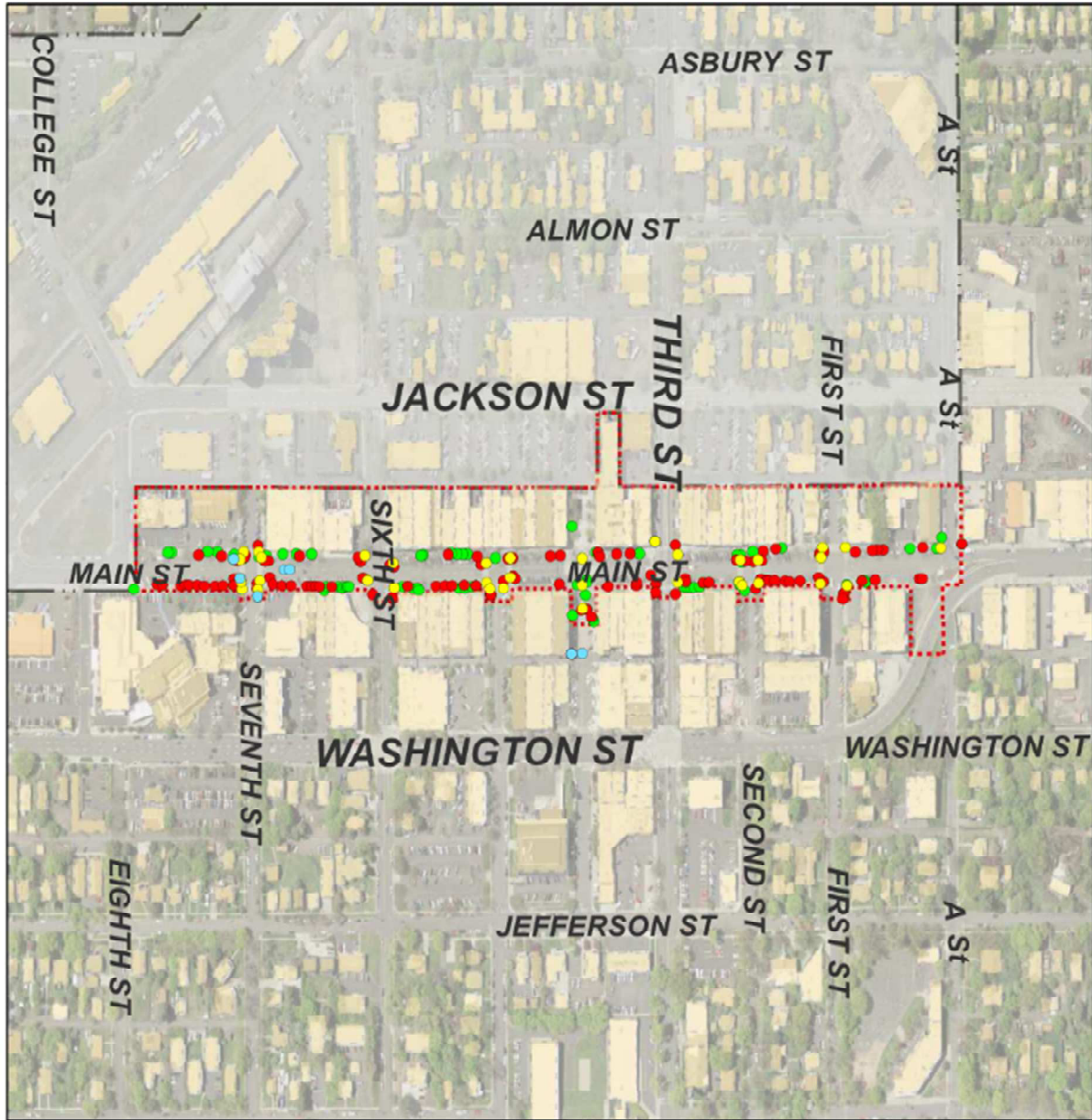
This study concludes that a number of factors specifically identified under the Law and Act are present within the study area, and the presence of those factors impairs or arrests sound growth of the City and constitute an economic and social liability. Under the Law, an urban renewal project may include "...undertakings and activities of a municipality in an urban renewal area for the elimination of deteriorated or deteriorating areas and for the prevention of the development or spread of slums and blight." Specifically identified eligible activities of an urban renewal agency includes the "Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, off-street parking facilities, public facilities or buildings and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives of this chapter in accordance with the urban renewal plan."

As a result, in consideration of the documented deteriorating conditions, the clear negative impacts the deteriorating conditions present to the community, that the study area constitutes a deteriorating and deteriorated area and, as such, is appropriate for an urban renewal project.

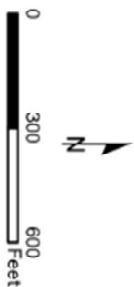
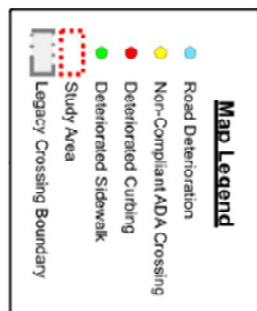
ATTACHMENTS:

1. Public Infrastructure Assessment Map and Photographs
2. Downtown Lighting Assessment Study Measurements
3. Structure and Building Condition Assessment
4. Idaho Code §50-2018 Definition of Deteriorated and Deteriorating Area
5. 2007 Greater Downtown Moscow Area Urban Renewal Eligibility Report

PUBLIC INFRASTRUCTURE DETERIORATION LOCATION MAPS

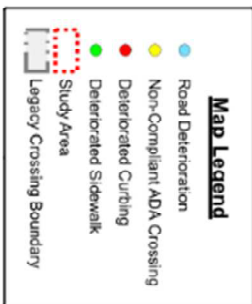


City of Moscow
Main Street
Public Infrastructure
Assessment



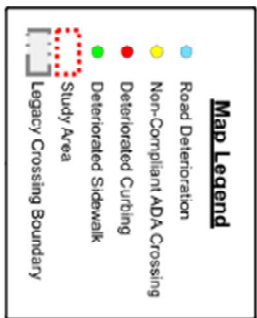


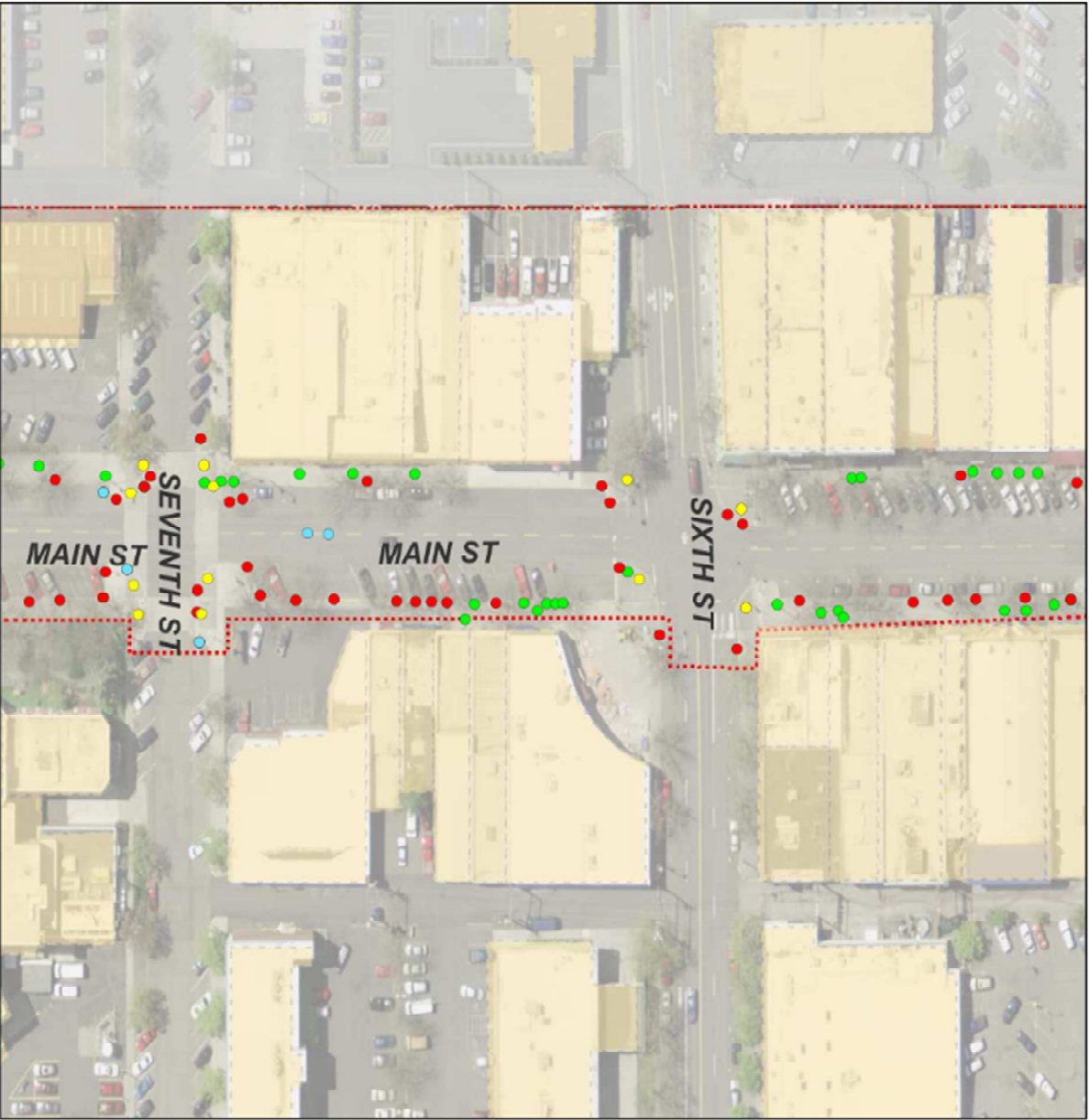
City of Moscow
Main Street
Public Infrastructure
Assessment



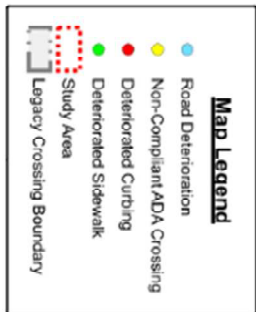


City of Moscow
Main Street
Public Infrastructure
Assessment



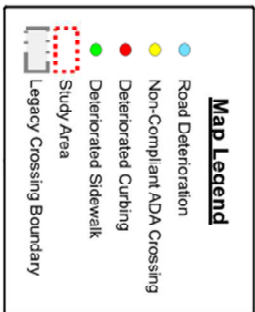


City of Moscow
Main Street
Public Infrastructure
Assessment





**City of Moscow
Main Street
Public Infrastructure
Assessment**



PUBLIC INFRASTRUCTURE DETERIORATION PHOTOGRAPHS















MAIN STREET LIGHTING SURVEY

Date/Time:

Main Street Lighting Survey

Survey 12/15/2017 8:00 PM						
Station	Foot-Candles					Notes
	West Edge	West Curb	Center	East Curb	East Edge	
Main and A (north leg)	1.15	1.62	2.28	1.44	1.02	
Main and A (south leg)	0.12	0.11	0.48	1.27	2.16	
22+50	0.13	0.20	0.55	0.31	0.21	Lighting needed
22+00	1.98	3.58	2.35	4.80	2.30	
21+50	0.10	0.18	0.53	0.20	0.37	Lighting needed
21+00	0.65	0.77	1.15	0.52	0.80	
Main and First (north leg)	5.45	5.00	2.40	3.40	3.54	
Main and First (south leg)	3.97	2.93	2.07	2.76	2.98	
19+00	1.96	0.97	0.52	0.38	0.40	
18+50	2.61	3.34	0.90	0.59	0.36	Lighting needed OR
Main and Second (north leg)	2.73	0.74	0.50	1.10	1.10	Lighting needed
Main and Second (south leg)	1.51	1.47	1.46	0.97	1.09	
17+00	1.11	1.26	1.70	2.70	2.63	
16+60	0.43	0.57	0.65	0.77	1.24	Lighting needed
16+00	3.22	1.53	1.85	3.04	2.67	
Main and Third (north leg)	3.16	1.01	2.39	6.14	6.48	
Main and Third (south leg)	3.26	3.09	1.68	2.10	2.63	
14+50	1.35	0.96	0.97	1.01	1.07	Lighting needed
14+00	1.63	0.96	0.85	1.11	0.88	
13+50	1.34	0.86	1.68	1.27	2.86	
13+00	1.11	0.70	0.55	0.61	0.59	
12+50	0.43	0.31	0.31	0.28	0.86	Lighting needed
12+00	0.96	0.12	0.08	0.13	0.18	
11+50	1.50	0.16	0.05	0.09	0.34	*Lighting needed
Main and Fifth (north leg)	0.63	0.04	0.06	0.07	0.18	
Main and Fifth (south leg)	0.98	0.33	0.63	1.22	1.57	
9+50	0.28	0.20	0.60	0.87	11.75	*Lighting needed
9+00	0.51	0.25	1.17	3.02	2.22	
8+50	0.53	0.17	0.45	0.57	0.44	*Lighting needed
8+00	0.17	0.25	1.15	2.73	1.70	
Main and Sixth (north leg)	0.27	0.72	1.56	1.50	5.30	
Main and Sixth (south leg)	3.67	3.53	2.26	4.75	4.96	
6+00	0.26	0.33	0.78	0.79	0.67	Lighting needed
5+50	1.84	2.17	2.06	1.72	1.43	
5+00	1.70	2.04	1.70	1.02	0.67	Lighting needed OR
4+50	1.18	1.39	1.23	1.20	1.11	Lighting needed
4+00	2.74	3.33	1.77	2.82	5.30	
Main and Seventh (north leg)	3.61	2.00	1.29	0.98	3.00	
Main and Seventh (south leg)	2.37	3.53	1.75	1.49	1.63	
2+50	0.33	0.43	0.73	0.49	0.44	Lighting needed
2+00	1.04	1.67	2.00	5.21	4.61	
1+50	0.33	0.57	0.90	0.67	0.57	Lighting needed
1+00	0.63	3.26	1.12	0.22	0.15	
0+50	0.19	0.07	0.85	0.77	0.33	Lighting needed
Main and Eighth (north leg)	1.60	1.42	0.88	2.39	1.29	
Main and Eighth (south leg)	1.75	2.27	2.75	2.28	3.51	
		Observed		Recommended		
	AVG (st)	1.39	ft-cd	1.10	ft-cd	
	AVG (walk)	1.72	ft-cd	1.30	ft-cd	

Date/Time:

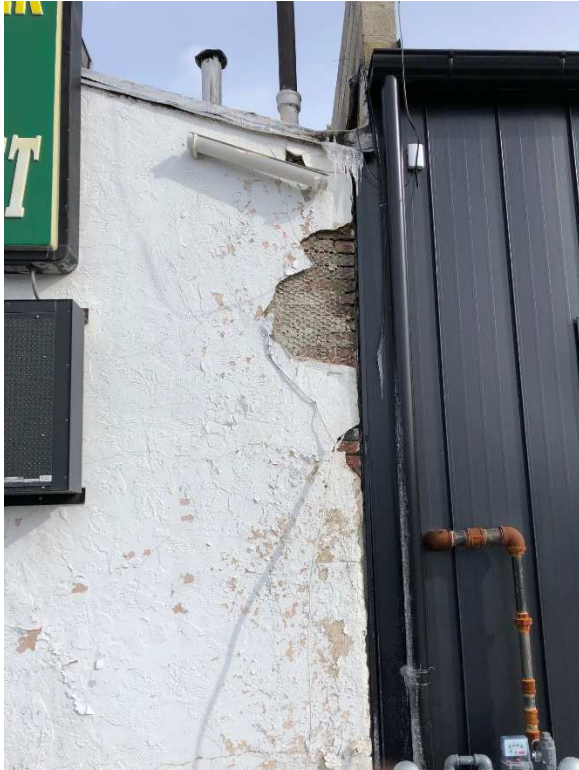
Main Street Lighting Survey

Survey 12/15/2017 2:00 AM						
Station	Foot-Candles					Notes
	West Edge	West Curb	Center	East Curb	East Edge	
Main and A (north leg)		1.62	2.51	1.48	1.19	
Main and A (south leg)	1.37	1.78	1.21	1.43	2.19	
22+50	0.11	0.20	0.52	0.23	0.21	Lighting needed
22+00	1.77	3.12	2.32	4.12	2.96	
21+50	0.12	0.17	0.55	0.30	0.43	Lighting needed
21+00	0.56	1.37	1.13	0.52	0.63	
Main and First (north leg)	7.43	5.70	2.49	3.35	3.65	
Main and First (south leg)	3.47	2.51	1.85	2.57	2.86	
19+00	1.52	0.58	0.15	0.09	0.13	Lighting needed
18+50	1.30	2.30	0.49	0.14	0.08	
Main and Second (north leg)	2.13	0.26	0.35	0.91	0.85	
Main and Second (south leg)	0.46	0.83	0.07	0.41	0.72	Lighting needed
17+00	0.71	0.48	0.45	0.68	1.56	
16+60	0.15	0.22	0.41	0.32	0.77	Lighting needed
16+00	3.04	2.16	1.25	2.59	2.01	
Main and Third (north leg)	3.61	2.28	2.58	5.93	6.33	
Main and Third (south leg)	1.74	3.01	1.52	1.81	1.43	
14+50	0.67	0.73	0.60	0.39	0.63	
14+00	0.88	0.35	0.55	0.45	0.40	Lighting needed
13+50	1.17	0.69	1.35	2.96	2.40	
13+00	1.43	0.67	0.43	0.51	0.53	
12+50	1.51	0.25	0.30	0.46	0.40	*Lighting needed
12+00	0.08	0.03	0.04	0.11	0.15	
11+50	1.27	0.13	0.03	0.14	0.38	*Lighting needed
Main and Fifth (north leg)	0.02	0.04	0.05	0.05	0.02	
Main and Fifth (south leg)	0.05	0.33	0.61	1.20	1.56	
9+50	0.20	0.14	0.39	0.20	0.36	Lighting needed
9+00	0.57	0.21	1.05	2.81	2.04	
8+50	0.08	0.12	0.32	0.37	0.29	Lighting needed
8+00	0.16	0.21	0.99	2.56	1.67	
Main and Sixth (north leg)	0.22	0.70	0.54	4.40	5.15	
Main and Sixth (south leg)	3.78	3.49	2.21	4.43	4.00	
6+00	0.15	0.23	0.55	0.32	0.25	Lighting needed
5+50	1.59	1.84	1.51	1.32	1.03	
5+00	1.42	1.69	1.34	0.73	0.31	
4+50	0.76	0.87	0.92	1.03	0.85	Lighting needed
4+00	2.41	3.11	1.51	2.47	3.61	
Main and Seventh (north leg)	3.38	1.81	1.19	0.86	2.99	
Main and Seventh (south leg)	1.51	2.18	1.11	0.81	0.73	
2+50	0.33	0.43	0.66	0.45	0.40	Lighting needed
2+00	0.72	1.57	1.99	5.22	3.53	
1+50	0.37	0.59	0.61	0.97	0.83	Lighting needed
1+00	1.86	2.62	2.01	3.88	3.26	
0+50	0.16	0.14	0.69	0.72	0.40	Lighting needed
Main and Eighth (north leg)	1.73	1.48	0.87	2.30	1.31	
Main and Eighth (south leg)	2.11	1.94	2.59	2.35	3.93	
		Observed		Recommended		
	AVG (st)	1.27 ft-cd		1.10 ft-cd		
	AVG (walk)	1.45 ft-cd		1.30 ft-cd		

STRUCTURE CONDITION INVENTORY

Address	Business	Deteriorating Site Improvements?		Deteriorating Structure?		Type of Deterioration							Antiquated/ Outdated Façade?
		Yes	No	Yes	No	Foundation/Str ructural	Exterior Wall Structure	Exterior Wall Finishes	Exterior Glazing	Awnings/ Canopies	Other		
123 N Main	Eagles Club		X		X	GOOD	BRICK	METAL	NONE	N/A	METAL	YES	
113 N Main	Loco Grinds	X			?	?	DATED	EX METAL	GOOD	POOR	POINTING	YES	
103 N Main	The Manor		X		X	POOR	BRICK	GOOD	GOOD	N/A	POOR DECK	NO	
105 S Main	Zions Bank		X		X	GOOD	STUCCO	GOOD	GOOD	NEW	EXPOSED ALUMINUM	NO	
107 S Main	Zions Bank		X	X	X	POOR	OK	STUCCO	"	GOOD	FOUND. LEAKS?	1	
111 S Main	Accountant <i>PARKINS</i>		X		X	GOOD	GOOD	STUCCO	GOOD	N/A		NO	
113 S Main	2nd Chance Pawns		X		X	"	WINDOWS	GLAZING	OLD	N/A		YES	
201 S Main	Bucers		X		X	GOOD	GOOD	BRICK	GOOD	GOOD	OUTDOOR SEATING	NO	
203 S Main	Prior Brick and Mortar		X	X		?	OLD	BRICK	GOOD	N/A	ESSENTIAL GLASS	AGED	
205 S Main	Kimberling Insurance		X		X	GOOD	GOOD	GLAZING	GOOD	OLD	OLD SIGN	YES	
207 S Main	Papinaw Insurance		X		X	"	"	BRICK	GOOD	NEW	BROKEN GLASS	NO	
211 S Main	Cactus Computer		X		X	"	"	BRICK	OLD	OLD		YES	
213 S Main	Palouse Commercial/Colter's Creek		X		X	"	"	"	GOOD	GOOD	NEW	NO	
217 S Main	? <i>COLDWELL BANNER</i>		X		X	"	"	"	"	N/A		NO	
221 S Main	Wells Fargo		X		X	"	"	BRICK-METAL	"	"		YES	
301 S Main	US Bank		X		X	"	"	STUCCO	"	N/A		NO	
307 S Main	Hodgins Drug		X		X	"	DATED	METAL	OK	DATED	DATED	YES	
309 S Main	Whitepine Outfitters		X	X		"	DATED	BRICK	GOOD	N/A	NEED PAINTING	YES	
313 S Main	Moscow Hotel/Garden		X		X	"	"	"	"	DATED		YES	
109 W Fourth	Bloom/NSA		X		X	"	GOOD	"	"	N/A	UPDATED	NO	
409 S Main	NSA		X		X	"	GOOD	"	"	"	"	NO	
411 S Main	Chamber of Commerce		X		X	"	"	"	"	"	"	NO	
415 S Main	Casa Lopez		X		X	"	"	"	"	SHAKE	SHAKE ALUMINUM DATED	YES	
501 S Main	Breakfast Club		X		X	"	"	BRICK GLAZING	"	N/A		NO	
505 S Main	Old Peking		X		X	"	"	BRICK	"	OK	PEELING PAINT BRICK	YES	
507 S Main	Alegra Printing		X		X	"	"	"	"	N/A	WOOD FAÇADE POOR	YES	
509 S Main	Palouse Juice		X		X	"	"	BRICK	"	METAL	(SEE IDENTIFY SAME)	YES	
513 S Main	Paradise Creek Bicycles		X	X		"	POOR	POOR SHAKE	"	SHAKE	DATED MASS SHAKE	YES	
519 S Main	Dan Mullian <i>(517 AMERSAND)</i>		X		X	"	GOOD	BRICK	"	N/A		NO	
521 S Main	Book People		X		X	"	GOOD	"	"	GOOD	S.W. AZTEC	NO	
527 S Main	Mickey's/Pawn shop <i>WASHAW YOGA</i>		X		X	"	GOOD	"	FAIR	"		NO	
531 S Main	Wack a Doos/Recovery Center						GOOD	"	GOOD	FAIR		YES	
533 S Main	One World		X		X	"	"	STUCCO	"	FAIR METAL		YES	
105 W Sixth	Nector		X		X	"	"	WOOD/BRICK	"	N/A	6TH ST.?	NO	
603 S Main	Fire Station #1		X		X	"	"	BRICK/CONC	OK	"		YES	
611 S Main	Milestone Decisions		X		X	"	"	BRICK	GOOD	"		FAIR	
623 S Main	Centennial Medical Office		X		X	"	"	"	"	N/A		NO	
709 S Main	Docs parking garage	X		X		POOR	POOR	METAL	POOR	"	DELAPITATED	BIG TIME	
719 S Main	Gritman Medical		X		X	GOOD	GOOD	BRICK	GOOD	NEW	UPDATED	NO	
723 S Main	Gritman Medical		X		X	"	"	"	"	"	"	NO	

STRUCTURE CONDITION PHOTOGRAPHS







IDAHO CODE §50-2018 DEFINITIONS OF DETERIORATED AND DETERIORATING AREA

(8) "Deteriorated area" shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. Provided however, this definition shall not apply to any agricultural operation, as defined in section [22-4502](#)(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section [63-1701](#)(4), Idaho Code, absent the consent of the forest landowner, as defined in section [63-1701](#)(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(9) "Deteriorating area" shall mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use; provided, that if such deteriorating area consists of open land the conditions contained in the proviso in section [50-2008](#)(d), Idaho Code, shall apply; and provided further, that any disaster area referred to in section [50-2008](#)(g), Idaho Code, shall constitute a deteriorating area. Provided however, this definition shall not apply to any agricultural operation, as defined in section [22-4502](#)(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section [63-1701](#)(4), Idaho Code, absent the consent of the forest landowner, as defined in section [63-1701](#)(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

**GREATER DOWNTOWN MOSCOW AREA
URBAN RENEWAL ELIGIBILITY REPORT**

**PREPARED FOR THE
MOSCOW URBAN RENEWAL AGENCY**

**BY
HARLAN W. MANN
CONSULTANT**

August 7, 2007

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GREATER DOWNTOWN MOSCOW AREA URBAN RENEWAL ELIGIBILITY REPORT

BACKGROUND

This report updates a previous report that discussed urban renewal eligibility for a small portion of the new proposed larger area. The first report, dated October 24, 1995, included an area bounded by Highway 95, Henley Street, an irregular line from the east end of Henley to Highway 8 at Jefferson, and Highway 8.

The proposed new area is much larger than the area included in the 1995 report. It starts at Henley Street and Highway 8 on the south and continues northwesterly along the eastern boundary of the University of Idaho ("University") to South Line Street, at which point the boundary doubles back along West Pullman Road to South Lieualler Street, where it goes north to West A Street, then east to the alley between Jackson and Main, then south to West 8th Street, then southeasterly to Highway 8 to Lynn Avenue, south to Paradise, and finally northwesterly along the south side of Paradise Creek to Henley. This is "Area A," as designated by the City of Moscow, Idaho (the "City"). "Area B" lies to the east of Area A and follows north from Spotswood Street, meandering along Jefferson Street on the alley to the west, north to East A Street, follows Main Street north to just above West Morton Street, connecting south along North Alman Street to West A Street.

1995 Report

Comparing 1995 conditions cited on that report's map with current conditions was a unique experience. The most significant change was the rerouting of Highway 95, but the

pending abandonment of the railroad right-of-way is also significant. The apartments along the north side of Henley and the mobile home park north of the apartments appeared to be largely unchanged.

Planning Steps

This report will provide the technical support for the first step in planning an urban renewal project in the central area of Moscow, Idaho (“Greater Downtown Moscow Area”).

Idaho Code Section 50-2008(a) states:

An urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.

Hence, Step One in planning a renewal project is a resolution by the Moscow City Council making certain findings about a specific geographic area in the City. This resolution would also authorize the Urban Renewal Agency to prepare an urban renewal plan to include as much of the new area as possible. The attached definitions of deteriorating area and urban renewal project are very pertinent to this step and are the focus of this report.

Step Two in the renewal planning process is for the Agency to prepare an urban renewal plan and recommend its approval to the City Council.

The City Council initiates Step Three by referring the plan to the Planning and Zoning Commission and setting a public hearing on the plan. Step Three is completed by a Planning and Zoning Commission finding that the urban renewal plan conforms to the City’s Comprehensive Plan.

GREATER DOWNTOWN MOSCOW URBAN RENEWAL ELIGIBILITY REPORT
PREPARED FOR THE MOSCOW URBAN RENEWAL AGENCY - 2

Step Four is the adoption of a City Council ordinance approving the new plan or the amended plan, after a public hearing.

DISCUSSION

This report focuses on whether the Greater Downtown Moscow Area, as previously described and as outlined on the attached map which includes both Areas A and B, qualifies as a deteriorating area pursuant to Idaho Code Section 50-2018(9) and as a deteriorated area pursuant to Section 50-2903(8)(b) under virtually identical definitions. A copy of this joint definition is attached. The first statutory reference is from the basic urban renewal statute, while the second comes from the revenue allocation law.

In addition, the report will discuss why the area is appropriate for an urban renewal project.

A. Present Conditions

The attached definition of deteriorating and deteriorated area [Idaho Code §§ 50-2018(9) and 50-2903(8)(b)] lists nine different conditions that may be present in such an area, with the tenth being the catch-all “any combination of such factors.” The presence of these conditions was documented by a field trip on June 27 and 28, 2007, contacts with various City officials, and assessor file information. Then the area and its public infrastructure were evaluated, and the numbers that correspond to the applicable characteristics were placed at the appropriate locations on the attached map. For example, the fifth characteristic is “deterioration of site and other

improvements.” Therefore, when the number “5” is placed on a parking lot, it indicates deterioration of the pavement.

B. Deteriorating/Deteriorated Area Characteristics

The following is a listing of conditions found in the area by their corresponding numbers in the definition and a brief explanation of that condition and how it was evaluated and identified:

1. (1) A substantial number of deteriorated or deteriorating structures. Given their age and condition, most of the structures in the area would be evaluated as deteriorating. New buildings and those that have been substantially rehabilitated within the last 10 to 15 years were not considered deteriorating. Examples of properties not considered deteriorating include several bank buildings, a mixed-use building on West 6th Street, the Gritman Medical Center, and the City Hall. Deteriorated buildings would be those that are so run down they should be demolished, allowing the land to be recycled for other uses. The old grain elevator buildings would be considered deteriorated, but, overall, no attempt was made to differentiate between deteriorating and deteriorated structures. The number “1” placed on virtually all the blocks indicates that most of the structures were evaluated as deteriorating.

2. (2) Predominance of defective or inadequate street layout. Greater Downtown Moscow is generally served by a standard street and alley grid that handles vehicular traffic well. The exceptions to this general description are along the western edge because of the railroad tracks and at the far southeasterly end of the area with the interface of Paradise Creek, Highway 8, and the abutting streets to the north. Currently four blocks between West A Street

and West 6th Street are served by one-way streets, Alman and Asbury. These two streets plus South Lilly Street lack cross-connection streets. Hence, these areas are designated with a number “2.”

3. (3) Faulty lot layout in relation to size, adequacy, accessibility or usefulness. The street and alley system for the downtown core has been in place for many years, and it also applies to the residential areas to the west, with the limitations previously discussed. The parcelization of the various blocks south of West 3rd Street along the University’s eastern boundary has created a number of long, narrow parcels along the railroad right-of-way. Once the tracks are removed, the land will need to be reparcelized to achieve optimal utilization.

In contrast, the layout of individual development lots north of the Gritman Medical Center in the downtown core is often inadequate because minimal on-site parking is provided. Even when on-site parking is provided, it is often fragmented and inefficient. Exceptions to this situation include most of the banks, the parking lots owned by the City both off Jackson and at City Hall, the Moscow Co-op property, and the U.S. Postal Service/Courthouse building on South Washington Street.

Using visual observations, blocks with minimal parking were identified and marked with a number “3.” No attempt was made to identify the number of on-street spaces that serve any given block. Most of the blocks in the downtown core received this designation to indicate inadequate parking layout. The same is true for the residential blocks west of Jackson. The “railroad” blocks were designated because of the inadequacy of the existing parcelization for new mixed-use development.

4. (4) Insanitary or unsafe conditions. Normally this characteristic is used to identify properties having excessive weeds, junk vehicles, and other trash contrary to sanitation codes. Trashy conditions were noted at several locations along Paradise Creek, so several number “4T”s were placed there. Typical unsafe conditions include lack of sidewalks and inadequate or nonexistent street lighting. These situations are applicable to Henley Street, Veatch Street, West C Street, and West E Street. Therefore, “4ST” has been added to the map at those locations.

5. (5) Deterioration of site and other improvements. Site improvements include parking lots, fences, and landscaping areas, basically things other than structures that make up a developed property. The term “other improvements” is the place where public improvements such as streets, sidewalks, curbs, gutters, storm drains, parks, and sanitary sewers are included. When the number “5” appears on a private or public property it denotes deteriorated site improvements, usually parking lots. The City parking lots on Jackson have this designation.

The City Public Works staff did an excellent analysis of the street and underground utility systems. Several gravel street sections were identified, and streets were evaluated as poor, fair, or good. Street, curb, sidewalk, storm drain, and street lighting were evaluated for each street. In addition, water, sanitary, and storm systems were evaluated on an areawide basis with some specific problem situations listed and discussed.

Sanitary System

The sanitary sewer system has a variety of problems. For Area A, flat grades and smaller pipes (8" or less) are a major problem. Water infiltration because of old manholes made of brick

or block construction is a problem. It was reported by Public Works that the southern half of Area A “experiences surcharging (filling of pipes) to capacity when water table rises.” The sewer situation on Area B is better. Several problem situations were identified. These include lines in the alley between 2nd and 4th, Morton Street, and behind Rosauers, parallel to Almon Street. These problems were noted on the map with the number “5S.” This number was also placed on the south half of Area A, 6th Street and below, because of the water infiltration problem.

Water System

For Area B, the main problems are lead-joint case pipe, Jefferson (6th to 3rd), 7th (Main to Washington), and Main, north of A Street. The number “5W” is placed at these locations. An estimated 30 to 40 percent of fire hydrants need to be replaced, and this will be discussed under item 9 below.

The water mains in Area A seem to have more problems. A dead-end main needs to be looped and smaller lead-joint pipe, 4-inch mains, and an estimated 60 percent of hydrants need replacement. The number “5W” is placed throughout this area to denote the wide range of problems.

6. (6) Diversity of ownership. An evaluation of this category required a review of land ownership records. Because there were so many parcels in the area, several blocks were evaluated. One block in the residential area had 26 properties with 22 owners, while a block in the downtown core had 23 properties with 20 owners. Such ownership patterns fragment and

limit the amount of new development. Based on the sample blocks and observations, most of the blocks were given the number “6” designation.

7. (7) Tax of special assessment delinquency exceeding the fair value of the land.

This characteristic does not apply to the area.

8. (8) Defective or unusual conditions of title. These conditions have not been found in the area.

9. (9) The existence of conditions which endanger life or property by fire and other causes. The primary focus of this characteristic is inadequate fire protection facilities, particularly fire hydrants for existing and projected new development. However, inadequate storm drainage can endanger property by causing flooding.

Fire Protection

In Area A, Public Works reports “approximately 60% of the fire hydrants within this boundary are the old unreliable type hydrants over 50 years old.” The situation in Area B is slightly better with an estimated 30 to 40 percent of the hydrants needing replacement. The number “9FP” is placed on the proportionate number of blocks in each area to denote this condition.

Storm Drainage

For Area A, the problems are that capacity and system deterioration. Surcharging occurs during heavy rain storms. In Area B, undersizing is the main problem, and it is found north of A Street and on 6th Street. Approximately 70 percent of the catch basins in this area are made of

old, substandard material. The number “9SD” at the two locations cited in Area B indicates problems with the storm drainage system.

10. (10) Any combination of such factors. This number is placed on the areas where two or more of the other characteristics are present.

C. Effects of Present Conditions

1. (a) Results in economic underdevelopment of the area. Aerial photography and field reviews show areas of underdeveloped property. The best examples are the areas along Paradise Creek, the old railroad right-of-way, and the former grain elevator properties. The number of single-story buildings in the heart of downtown Moscow shows the potential for future multi-story, mixed-use developments.

2. (b) Substantially impairs or arrests the sound growth of a municipality. Clearly the presence of the conditions described above have contributed to the economic underdevelopment of the area and have substantially impaired the sound growth of the municipality. Substantial areas in the Greater Downtown Moscow Area core have remained largely static for the last 15 years or more. Had some of this property been redeveloped into multi-story, mixed-use developments with apartments/condominiums on the upper floors, more housing opportunities would have been available to persons who work in the Greater Downtown Moscow Area and who prefer to be closer to the downtown shops and restaurants, the University, the library, and their places of employment. Commercial and office development has suffered a similar fate with a few notable exceptions. Therefore, it follows that stagnant growth in the

Greater Downtown Moscow Area arrests the sound growth of the community by not contributing its fair share of the City's total growth.

3. (d) Constitutes an economic or social liability. Often older downtown areas suffer from an inadequate and worn out public infrastructure. That is not entirely true for this area because of the past LID work. Yet some of the streets, alleys, sidewalks, sewer lines, and water mains in both Areas A and B are in a deteriorating condition. As a stagnating area such as this grows older, the public service needs and attendant costs become greater without increased generation of property and other taxes. Hence it has become an economic liability for the City.

4. (e) And is a menace to the public health, safety, morals, or welfare in its present condition or welfare in its present condition or use. The previous discussion has established that this area has stagnated economically and, as a result, has become an economic liability. In addition, the deteriorating condition of some of the streets and the deteriorating buildings in the area create safety problems for residents and businesses. Accordingly, these conditions represent a menace or threat to the public welfare or prosperity and safety of the community.

D. Appropriateness of the Area for an Urban Renewal Project

The second part of the City Council's determination is the policy decision of whether or not the area is appropriate for an urban renewal project. This report has reviewed the area and finds that it is appropriate for an urban project.

Note that part of the definition of an urban renewal project includes, "undertakings and activities of a municipality in an urban renewal area for the elimination of deteriorated and deteriorating areas." This report has provided evidence that the Greater Downtown Moscow

Area as described in this report is a deteriorating area. The preparation, approval, and execution of an urban renewal plan for the Greater Downtown Moscow Area offers the City the best opportunity to marshal the necessary resources to eliminate the conditions that make it a deteriorating area. Such a plan could encourage new development along the western edge of the area and expansion by existing owners by assisting with site acquisition and relocation and planning for additional public parking facilities. The creative use of revenue allocation financing and other possible grant funds by the Moscow Urban Renewal Agency and the City of Moscow could speed the process of Greater Downtown Moscow Area renewal in cooperation with private developers. With appropriate attention and effort, this area could be redeveloped and rehabilitated to finally complete the full connection and integration of downtown Moscow and the University.

CONCLUSION

This report concludes that the Greater Downtown Moscow Area as described in this report constitutes a deteriorating and deteriorated area and, as such, is appropriate for an urban renewal project.

Attachments

DEFINITION OF DETERIORATING AREA, I.C. § 50-2018(9)
AND DETERIORATED AREA, I.C. § 50-2903(8)(b)

A deteriorating or deteriorated area is any area which by reason of the presence of (1) a substantial number of deteriorated or deteriorating structures; (2) predominance of defective or inadequate street layout; (3) faulty lot layout in relation to size, adequacy, accessibility or usefulness; (4) insanitary or unsafe conditions; (5) deterioration of site or other improvements; (6) diversity of ownership; (7) tax or special assessment delinquency exceeding the fair value of the land; (8) defective or unusual conditions of title; (9) the existence of conditions which endanger life or property by fire and other causes; or (10) any combination of such factors, (a) (results in economic underdevelopment of the area);¹ (b) substantially impairs or arrests the sound growth of a municipality; (c) retards the provision of housing accommodations; or (d) constitutes an economic or social liability; and (e) is a menace to the public health, safety, morals or welfare in its present condition or use; (provided, that if such deteriorating area consists of open land the conditions contained in the proviso in Idaho Code Section 502008(d) shall apply).²

¹ This appears only in the revenue allocation statute.

² This appears only in the urban renewal statute, but a similar provision appears in the revenue allocation statute.

DEFINITION OF URBAN RENEWAL PROJECT, I.C. § 50-2018(10)

“Urban renewal project” may include undertakings and activities of a municipality in an urban renewal area for the elimination of deteriorated or deteriorating areas and for the prevention of the development or spread of slums and blight, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan. Such undertakings and activities may include:

- (a) acquisition of a deteriorated area or a deteriorating area or portion thereof;
- (b) demolition and removal of buildings and improvements;
- (c) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, off-street parking facilities, public facilities or buildings and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives of this act in accordance with the urban renewal plan;
- (d) disposition of any property acquired in the urban renewal area (including sale, initial leasing or retention by the agency itself) at its fair value for uses in accordance with the urban renewal plan except for disposition of property to another public body;
- (e) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of building or other improvements in accordance with the urban renewal plan;
- (f) acquisition of real property in the urban renewal area which, under the urban renewal plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;
- (g) acquisition of any other real property in the urban renewal area where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or to prevent the spread of blight or deterioration, or to provide land for needed public facilities;
- (h) lending or investing federal funds; and
- (i) construction of foundations, platforms and other like structural forms.

AREA B

- Characteristics of a Deteriorating Area***
- 1 Deteriorating Structures
 - 2 Inadequate Street Layout
 - 3 Faulty Lot Layout
 - 4T Trashy Conditions
 - 4ST Unsafe Streets
 - 5 Deteriorated Streets, Alleys, Parking Lots
 - 5S Deteriorated Sewer Lines
 - 5W Deteriorated Water Lines
 - 6 Diversity of Ownership
 - 9FP Fire Hazard - Inadequate Hydrants
 - 9SD Flooding Hazard - Inadequate Storm Drain
 - 10 Any Combination of Such Factors
- *See the August 7, 2007 Eligibility Report for a detailed explanation of each characteristic.

AREA A

MOSCOW URBAN RENEWAL AGENCY

RESOLUTION NO. 2018-02

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSCOW URBAN RENEWAL AGENCY, THE URBAN RENEWAL AGENCY OF THE CITY OF MOSCOW, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR A PORTION OF THE DOWNTOWN MOSCOW AREA TO BE CONSIDERED FOR INCLUSION WITHIN THE LEGACY CROSSING URBAN RENEWAL DISTRICT AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING THE CHAIRMAN OR ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF MOSCOW REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on the July 19, 1995 the Council and Mayor of Moscow, Idaho respectively, created the Moscow Urban Renewal Agency, authorizing it to transact business and exercise the powers granted by the Law and Act upon making the findings of necessity required for creating said Agency; and

WHEREAS, on November 6, 1995, the Council and Mayor of the City of Moscow, Idaho, respectively, adopted Resolution 95-13 formally finding one or more deteriorated or deteriorating areas existed within the City. The development of such area or areas is necessary in the interests of the public health safety, morals or welfare of the residents of the City and there is a need for an Urban Renewal Agency; and

WHEREAS, the City Council of the City of Moscow, Idaho (the "City"), on July 1, 1996, after notice duly published, conducted a public hearing on the City of Moscow, Idaho Research and Technology Park Urban Renewal/Disadvantaged Border Community Area Plan of 1996 (the "Urban Renewal Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 96-12 on July 1, 1996, approving the Urban Renewal Plan and making certain findings; and

WHEREAS, the City, on June 7, 2004, after notice duly published, conducted a public hearing on the Amended and Restated Urban Renewal Plan for the First Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan 2004 (the "First Amended and Restated Urban Renewal Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2004-28 on June 7, 2004, approving the First Amended Urban Renewal Plan and making certain findings; and

WHEREAS, the City, on June 20, 2005, after notice duly published, conducted a public hearing on the Second Amended and Restated City of Moscow, Idaho Research and Technology Park Urban Renewal/Competitively Disadvantaged Border Community Area Plan of 2005 (the "Second Amended and Restated Urban Renewal Plan"); and

WHEREAS, following said public hearing, the City adopted its Ordinance No. 2005-18 on June 20, 2005, approving the Second Amended and Restated Urban Renewal Plan and making certain findings; and

WHEREAS, the Agency Board authorized an update the 2007 Greater Downtown Moscow Eligibility Report to consider an urban renewal project for the potential inclusion of the area within Legacy Crossing Urban Renewal District and to analyze and determine whether the area is eligible for urban renewal planning, and provide the Board with a report and recommendation; and

WHEREAS, the update of the eligibility report (the "Report") had been completed, which examines the area for the purpose of determining whether such area is a deteriorating area and deteriorated area as defined by Idaho Code, Section 50-2018(i) and 50-2903(6)(b); and

WHEREAS, the Report dated March 1, 2018, has been submitted to the Agency, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project; and

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area.

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

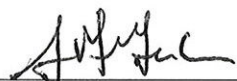
- Section 1. That the above statements are true and correct.
- Section 2. That the Board acknowledges acceptance and receipt of the Report.
- Section 3. That the Chairman of the Board of Commissioners of the Moscow Urban Renewal Agency is hereby authorized to transmit the Report to the City Council of the City of Moscow and requesting that the Council:
- a. Determine whether the area identified in the Report qualifies as an urban renewal project and justification for designating the area, as appropriate, for an urban renewal project;
 - b. If such designation is made, whether the Agency should proceed with the preparation of an amended Urban Renewal Plan for the Legacy Crossing Urban Renewal District to include the subject area within the District, including a determination of the boundaries of the proposed area, which Plan may include a revenue allocation provision as allowed by law.
- Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Moscow, Idaho, this 1st day of March, 2018.



ATTEST:


Brandy Sullivan, Vice Chair


Steve McGeehan, Chair

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATED AND DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8); DIRECTING THE MOSCOW URBAN RENEWAL AGENCY TO COMMENCE AND COMPLETE THE AMENDMENT OF THE LEGACY CROSSING URBAN RENEWAL PLAN, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING FOR AN EFFECTIVE DATE. PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL

WHEREAS, on July 19, 1995, the Council and Mayor of the City of Moscow, Idaho respectively, adopted Resolution No. 95-08, thereby creating the Urban Renewal Agency of the City of Moscow, authorizing it to transact business and exercise the powers granted hereinafter, collectively referred to as the “Law”, upon making the findings of necessity required for creating said Urban Renewal Agency; and

WHEREAS, on November 6, 1995, the Council and Mayor of the City of Moscow, Idaho, respectively, adopted Resolution No. 95-13, formally finding one or more deteriorated or deteriorating areas existed within the City. The development of such area or areas is necessary in the interests of the public health, safety, and welfare of the residents of the City and there is a need for an Urban Renewal Agency; and

WHEREAS, the Moscow Urban Renewal Agency, on May 24, 2007, requested Harlan W. Mann, Real Estate and Community Development Consultant (“Consultant”), to consider the eligibility of an urban renewal project for the Greater Downtown Moscow area as an Urban Renewal Area; and

WHEREAS, Consultant has reviewed the Greater Downtown Moscow area and submitted his August 7, 2007 Eligibility Report (“Eligibility Report”), a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Moscow Urban Renewal Agency, on August 30, 2007, by way of Resolution No. 2007-05 accepted the Eligibility Report, and authorized the Agency Chair and Administrator to submit the Resolution and Eligibility Report to the City Council for its consideration; and

WHEREAS, the Moscow Urban Renewal Agency, on March 6, 2008, approved the transmittal of the Legacy Crossing Urban Renewal District Redevelopment Plan (“Legacy Plan”) and authorized the Agency Chair to submit the Legacy Plan to the City Council; and

WHEREAS, the Moscow Planning and Zoning Commission, on May 2, 2008, considered the Legacy Crossing Plan and found that the Legacy Crossing Plan is, in all respects, in conformity with the City of Moscow Comprehensive Plan; and

WHEREAS, on June 2, 2008, the Moscow City Council, after notice duly published, conducted a public hearing in accordance with Idaho Law and did consider the Legacy Crossing Plan as proposed

and made certain findings and passed Ordinance 2008-10 establishing the Legacy Crossing Urban Renewal District; and

WHEREAS, the Moscow City Council, on December 7, 2015, adopted the City of Moscow Strategic Plan (“Strategic Plan”); and

WHEREAS, within the adopted Strategic Plan, the City Council identified the aging and deteriorating downtown infrastructure as a major challenge area for the City; and

WHEREAS, the Moscow City Council, during a joint meeting with the Moscow Urban Renewal Agency on August 18, 2016, requested that the Agency consider the expansion of the Legacy Crossing District to annex the adjacent portion of Main Street to allow for the opportunity for the City and Agency to work collaboratively together to address the deteriorating downtown infrastructure; and

WHEREAS, the proposed area to be annexed within the Legacy Crossing Plan was assessed within the Eligibility Report; and

WHEREAS, the Moscow Urban Renewal Agency has completed an update to the Eligibility Report (Eligibility Report Update), to assess the proposed area to be annexed for eligibility for an urban renewal project; and

WHEREAS, the Moscow Urban Renewal Agency, on March 1, 2018, approved the Eligibility Report Update and its transmittal to the Moscow City Council by Resolution No. 2018-02; and

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project; and

WHEREAS, Idaho Code Section 50-2906 also requires that, in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area; and

WHEREAS, it is desirable and in the best public interest that the Moscow Urban Renewal Agency amend the Legacy Crossing Urban Renewal Plan to add the area identified in the Eligibility Report located in the City of Moscow, County of Latah, State of Idaho;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

Section 1: That the Moscow City Council finds and declares:

- a. That the area identified in the Eligibility Report is determined as a deteriorated or deteriorating area, or a combination thereof, and such area is designated as appropriate for an urban renewal project.

- b. That the City Council hereby directs the Agency to prepare an amendment to the Legacy Crossing Plan to include the area identified in the Eligibility Report Update, which plan may include a revenue allocation provision as allowed by Law.

Section 2: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Mayor and City Council of Moscow, Idaho, this 2nd day of April, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

EXHIBIT “A”

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/02/2018**Title:** Waiver of Qualified Syringa Mobile Home Installation Fees**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: The Community Development Department has received an inquiry regarding re-location of mobile homes from Syringa Mobile Home Park, located in Latah County, to locations within the City. If the individual mobile home meets the State of Idaho and City of Moscow requirements for relocation, fees would be required for installation of the mobile home. Those fees as contained in the FY2018 Fee Resolution include the following:

Mobile Home Installation - \$55.00

Mobile Home Electrical Connection - \$66.50

Mobile Home Gas Connection - \$32.00

Mobile Home Plumbing Connection - \$47.25

Because of the situation involving the Syringa Mobile Home Park and the desire of some residents to relocate from the Park, waiver of mobile home installation fees has been requested. Because of the potential for multiple requests for waiver, staff asked for direction from City Council. The Administrative Committee reviewed the item on March 26, 2018 and fully supported the waiver of fees for the relocation of those mobile homes that meet the requirements.

STAFF RECOMMENDATION: Waive the mobile home installation fees for qualified homes currently located within the Syringa Mobile Home Park wishing to be relocated within the City limits of Moscow.

PROPOSED ACTIONS: Waive the mobile home installation fees for qualified homes located within the Syringa Mobile Home Park wishing to be relocated within the City limits of Moscow, or take other such action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 04/02/2018**Title:** Set FY2019 Budget Hearing Date for August 6, 2018**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: Per Idaho Code 63-802(A) the City is required to notify Latah County of the public hearing date for the City's annual budget no later than April 30th each year. Staff is requesting that the Council officially set the date so the Notification of Budget Hearing form can be completed and returned to the Latah County Auditor's Office by April 30th.

STAFF RECOMMENDATION: Set August 6, 2018 as the public hearing date for the City of Moscow FY2019 budget.

ACTION: Set August 6, 2018 as the public hearing date for the City of Moscow FY2019 budget, or take such other action deemed appropriate.

Necessary Resources/Impacts

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

Attachments
