Moscow City Council

Regular Meeting

~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins

City Clerk

208.883.7015

Monday		**Council Chambers**
	7:00 PM	
April 16, 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

Arbor Day Proclamation

Documents:

ARBOR DAY PROCLAMATION.PDF

Earth Day Proclamation

Documents:

EARTH DAY PROCLAMATION.PDF

Earth Day Awards - Mayor Lambert

1. **Consent Agenda**

A. **Approval Of Moscow City Council April 2, 2018 Minutes – Laurie M. Hopkins**

Documents:

CITY COUNCIL APRIL 2, 2018 MINUTES.PDF

B. **Almon And Second Streets Geotechnical Evaluation Agreement – Les MacDonald**

The existing pavement in the eight hundred foot long segment of Almon

Street between Third Street and 'A' Street is severely deteriorated. With an Overall Condition Index of 19.37 (Very Poor) out of 100, this segment is in need of a full reconstruction. At one time, this street was paved with Portland cement concrete pavement. Through many years of roadway maintenance and utility repairs it has been overlain with hot mix asphalt pavement, and the underlying concrete pavement has been removed and patched back with asphalt pavement in various locations. This has created a random patchwork of asphalt and concrete pavement sections throughout the roadway segment.

Areas within the three hundred foot long segment of East 2nd Street between Main and Washington Streets in the Central Business District are also partially underlain by Portland cement concrete and are exhibiting moderate signs of distress.

Public Works wishes to evaluate pavement rehabilitation and/or reconstruction options for these two street segments. The attached Master Agreement and Task Order #1 for professional services in an amount not to exceed $14,975.00 are for Geoprofessional Innovation Corp., Inc. to perform the sub-surface exploration needed to evaluate the existing pavement and subgrade conditions, and to provide an analysis of appropriate reconstruction or rehabilitation alternatives. This item was presented to the Public Works/Finance Committee on April, 9, 2018 which recommended its approval.

ACTION: Approve the Master Services Agreement and Task Order 1 for the professional services of Geoprofessional Innovation Corp., Inc. in an amount not to exceed $14,975.00.

Documents:

ALMON AND SECOND STREETS GEOTECHNICAL EVALUATION AGREEMENT.PDF

C. Disbursement Report For March 2018 – Sarah Banks

Staff will present the Accounts Payable Report for the month ending March 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on April 9, 2018.

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

Documents:

DISBURSEMENT REPORT FOR MARCH 2018.PDF

D. Second Quarter Financial Report (January 1, 2018 - March 31, 2018) For FY2018 - Sarah Banks

Staff will present the financial report for the second quarter of fiscal year 2018 (January 1, 2018 - March 31, 2018). This was reviewed and recommended for approval by the Public Works/Finance Committee on April 9, 2018.

ACTION: Approve the report.

Documents:

SECOND QUARTER FINANCIAL REPORT.PDF

2. **Staff Recognition Report - Gary J. Riedner**

3. **Mayors Appointments**

4. **Public Comment And Mayor's Response Period (Limit 15 Minutes)**

5. **Citizen Commission Report - Planning And Zoning Commission - Mike Ray / Wendy McClure**

6. **Public Hearing: Indian Hills 9 Addition Preliminary Plat And Rezone - Michael Ray**

   The applicant, Sally Powers, is proposing to subdivide a 21.73 acre area of land generally located east of Main Street (HWY 95) and north of Palouse River Drive into thirty-two (32) parcels ranging from 7,006 square feet to 3.76 acres in size. Also included in the proposal is the rezoning of a 9.32 acre area from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District. The Planning and Zoning Commission conducted a public hearing for this matter on March 28, 2018 and recommended approval of the preliminary plat with two conditions and recommended approval of the rezone with no conditions.

   PROPOSED ACTIONS:

   1. Conduct the public hearing upon the proposed Zoning Designations and upon consideration of any testimony presented, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that they 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.

   2. In accordance with the decision upon the Zoning Designation request, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria, or direct staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

   3. Conduct the public hearing upon the proposed Preliminary Subdivision Plat and upon consideration of any testimony presented, approve the Preliminary Plat for Indian Hills 9 Addition with the two (2) conditions recommended by Staff; or reject the Preliminary Plat for Indian Hills 9 Addition; or take other action as deemed appropriate.

   4. In accordance with the decision upon the Preliminary Subdivision Plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria with a modification to the conditions to reflect the two (2) conditions recommended by Staff, or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

   Documents:

   INDIAN HILLS 9 ADDITION PRELIMINARY PLAT AND REZONE.PDF

7. **Amending MCC Title 7 Chapter 7 Relating To Fire Prevention - Joe Williams**

The proposed amendment would adopt the International Fire Code, 2015 Edition with modifications that are consistent with those adopted by the Idaho State Fire Marshal for use in the State of Idaho. This code change is part of the three-year cycle of code revisions published by the International Code Council. Some purposed changes to the city code reflect the renumbering of sections in the 2015 IFC, as well as changes the Building Department has made to the International Building code that mirror the IFC. This was reviewed and recommended for approval by the Administrative Committee on April 9, 2018.

PROPOSED ACTIONS: Approve the Ordinance amending Moscow City Code Title 7 Chapter 7 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.

Documents:

AMENDING MCC TITLE 7 CHAPTER 7 RELATING TO FIRE PREVENTION.PDF

8. **Guiding Principles Of Affordable Housing Resolution - Ryan Cash**

Over the last year, the Fair and Affordable Housing Commission has been discussing the lack of affordable housing in Moscow and the idea of creating a series of principles for the development of affordable housing. The 2016 American Community Survey identified that twenty-nine percent (29%) of Moscow's population is currently living in poverty. Also, a recent survey of local affordable housing projects indicated that there are no housing units available in any low income housing developments located within the City of Moscow and all such units have waiting lists. The Commission has worked with Sojourners Alliance, Moscow Affordable Housing Trust, Family Promise of the Palouse, and other community groups to develop guiding principles for the development of affordable housing. The intent of having guiding principles for the development of affordable housing is to provide a clear statement about the community Moscow desires to be, provide a framework for the pursuit of adequate housing for residents across the spectrum, and to support the City in pursuing grant funding for affordable housing projects. This was presented by staff and Randy Baukol, chair of the Fair and Affordable Housing Commission to Administrative Committee on April 9, 2018, at which time there was no public comment received. This was reviewed and recommended for approval by the Administrative Committee on April 9, 2018.

PROPOSED ACTIONS: Approve the resolution or take other such action deemed appropriate.

Documents:

GUIDING PRINCIPLES OF AFFORDABLE HOUSING RESOLUTION.PDF

9. **Solid Waste Transportation And Disposal - Tim Davis**

The City of Moscow began exporting municipal solid waste in 1993. The City

has experienced very favorable transportation and disposal rates since that time. Staff approached the City's current solid waste transportation and disposal contractor, Waste Connections regarding the extension of Moscow's current transportation and disposal contract under the existing terms, but Waste Connections insisted that any extension be tied to a fuel peg price or surcharge escalator. Tying escalators to fluctuating fuel costs would leave the City vulnerable due to the uncertain nature of fuel costs. Having a final 5 year option remaining on the current transportation and disposal contract and with prior City Council approval, staff issued a Request for Proposal to provide Solid Waste Transportation and Disposal on January 10, 2018, as an opportunity to test the market for competitive, longer term proposals, while maintaining the leverage of the final 5 year option. Proposals were evaluated by a committee who unanimously rated a proposal received from Finley Buttes Limited Partnership, a subsidiary of Waste Connections (the current contractor for the City of Moscow), as the most favorable proposal. General terms of the proposal include a cost of service of $51.75 per ton for transportation and disposal. This rate is an increase of approximately $1.20 to $1.30 per ton over the current rate beginning October 1, 2018. Annual cost escalator would remain 80% of the annual average fluctuation to the Consumer Price Index and not tied to fluctuating fuel costs or fuel peg prices or surcharges in any way. The initial term would begin on October 1, 2018, for a period of seven years with two additional five year options. If all options are exercised, the term of the contact would extend to September 30, 2035, or seventeen years. These term option periods allow the City flexibility to pursue other opportunities that may present themselves in the future. This was reviewed and recommended for approval by the Public Works/Finance Committee on 3/9/2018.

PROPOSED ACTIONS: Approve the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and direct staff to negotiate an agreement, or take other such action deemed appropriate.

Documents:

SOLID WASTE TRANSPORTATION AND DISPOSAL.PDF

10. Paradise Creek Floodplain Study Project - Bill Belknap

The Moscow Urban Renewal Agency (MURA) has been working with a developer to potentially redevelop three properties currently addressed as 213 Spotswood, 225 Spotswood and 222 Troy Road, all located within the Legacy Crossing Urban Renewal District and just east of the South Couplet. Through the course of completing its due diligence work, the developer identified that the subject property is located within the mapped 100 year floodplain and any new structures placed upon the property would be required to be elevated approximately three feet above current property elevation. Further examination appears to indicate that the current floodplain boundary may be the result of outdated Federal Emergency Management Agency (FEMA) map data which includes three bridge crossings that no longer exist and which previously presented an obstruction to flood waters.

The MURA completed Phase I of a flood study which indicated that a full study would likely reduce the regulatory floodplain, and on February 5th, the City Council agreed to fund one half of the cost of Phase II of the study. The Phase II work has been completed by Alta Science and Engineering and the

analysis indicate that after the model was updated to reflect current channel conditions, the floodplain was significantly reduced and all 23 parcels located north of the Troy Highway were completely removed from the regulatory floodplain.
Staff is recommending that the Study proceed to Phase III which would include the application for the Letter of Map Amendment to request the revision to the regulatory floodplain. After consultation with FEMA, it was determined that there would be no application fee for the Map Amendment as it is based upon more detailed information and/or errors within the effective Flood Insurance Study. Alta has provided a proposal in the amount of $2,700 to prepare the application materials, and any additional work necessary to respond to any technical requests from FEMA would be paid upon a time and material bases in accordance with the master services agreement with Alta.

On April 5th, the MURA Board approved proceeding with Phase III in an amount not to exceed $4,000 ($2,700 for the application preparation and up to $1,300 for any technical request responses), and is requesting that the City continue the partnership with the MURA and fund one half of that amount. The City Supervisor is recommending that the requested $2,000 could be funded from City Council Non-Prioritized Projects, 101-010-10-670-16, per the attached memo.

Because of a scheduling oversight, this matter was not brought before a Council committee prior to proceeding to City Council consideration. Staff had obtained authorization to bring the matter to City Council directly as a regular agenda item to avoid delay.

PROPOSED ACTIONS: Receive the MURA request to participate in funding Phase III of the flood study and authorize $2,000 funding from Legislative Non-Prioritized Projects or take such action deemed appropriate.

Documents:

PARADISE CREEK FLOODPLAIN STUDY PROJECT.PDF

Reports
City Council
Mayor
Staff

Adjourn to Executive Session per Idaho Code 74-206 (1)(B), (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.

ARBOR DAY PROCLAMATION

WHEREAS, In 1872, Julius Sterling Morton, who would become Secretary of Agriculture under President Grover Cleveland, proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and,

WHEREAS, The resulting holiday—Arbor Day—was first observed in that State with the planting of more than one million trees; and

WHEREAS, Arbor Day is now recognized throughout the nation and the world, reminding us that one person's initiative can make a lasting and meaningful difference; and

WHEREAS, The City of Moscow and Moscow Tree Commission are committed to a community forestry program that supports a safe, healthy, and attractive urban forest; and

WHEREAS, Trees are renewable resources that yield fruit and nuts for food and profit, wood for construction, fuel for warmth, paper products, and a wide variety of other goods and materials; and

WHEREAS, When properly selected, planted in the right places, and tended appropriately, trees increase property values, add beauty, enhance economic vitality of business districts, cut heating and cooling costs, and provide buffers from traffic; and

WHEREAS, Trees intercept storm water, reduce runoff and erosion, clean air and water, produce oxygen, slow climate change by absorbing carbon dioxide, provide habitat for wildlife, and moderate air temperature; and

WHEREAS, A healthy urban forest can bring a sense of vibrancy or respite, adventure or calm, escape or contentment, and connection to wild nature, amidst asphalt and concrete; and

WHEREAS, Arbor Day reminds us of the timeless observation by its founder, J. Sterling Morton, that "Each generation takes the earth as trustees;" and

WHEREAS, To celebrate Arbor Day in Moscow, students from Lena Whitmore Elementary School will plant a red oak at Lena Whitmore Park at 1:15 PM on April 27, 2018.

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim April 27, 2018 as

ARBOR DAY

in the City of Moscow, and I urge all citizens to support the planting of trees, to promote the well-being of this and future generations.

DATED this 16th day of April, 2018.

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Bill Lambert, Mayor

EARTH DAY PROCLAMATION

WHEREAS, the first EARTH DAY was celebrated on April 22, 1970; and

WHEREAS, EARTH DAY originated in the US and became recognized worldwide by 1990; and

WHEREAS, every year on April 22, men, women, and children participate in environmental stewardship activities such as stream cleanup, planting trees, educational events, celebrating sustainable accomplishments, and more; and

WHEREAS, environmental education, resource conservation, waste reduction, and environmental protection are imperative to a sustainable future; and

WHEREAS, it is understood that sustainability will only be achieved by considering the triple bottom line: the environment, the people, and the economy; and

WHEREAS, the observance of EARTH DAY will highlight and focus our attention on reducing our own environmental footprint, and

WHEREAS, EARTH DAY is a day celebrated around the globe to remind us all to do our part to protect the earth for future generations.

NOW THEREFORE, I, Bill Lambert, Mayor of the City of Moscow, Idaho do hereby proclaim Sunday, April 22, 2018 to be observed and celebrated as

Earth Day

in the City of Moscow, a special day to remember our Earth; a day for reminding us of how we can all help to preserve the wonderful environment that we enjoy as citizens of Moscow.

DATED this 16th day of April, 2018

_____

Bill Lambert, Mayor

Moscow City Council

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday **April 2, 2018**	**7:00 PM**	**Council Chambers** **206 E. Third St.**

The meeting was called to order at 7:00 PM

PRESENT: Gina Taruscio Council Vice President, Art Bettge Councilmember, Jim Boland Councilmember (7:33 PM), Brandy Sullivan Councilmember, Anne Zabala Councilmember, Bill Lambert Mayor

ABSENT: Kathryn Bonzo Council President (Excused)

STAFF: Gary J. Riedner, David Schott, Dwight Curtis, James Fry, Brian Nickerson, Bill Belknap, Mia Vowels, Laurie M. Hopkins

Pledge of Allegiance
Scout Troop 345 led the Pledge of Allegiance.

Fair Housing Month Proclamation
Mayor Lambert read the proclamation and presented it to Randy Baukol. Baukol thanked the Mayor and Council and invited everyone to the Fair Housing Fair taking place April 27th.

1. Consent Agenda

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

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.

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.

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.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Art Bettge, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Gina Taruscio, Art Bettge, Brandy Sullivan, Anne Zabala
EXCUSED:	Kathryn Bonzo, Jim Boland

2. Staff Recognition Report - Gary J. Riedner

Mayor Lambert presented Gary Riedner a certificate for completing the Leadership Fellow through the National League of Cities.

3. Mayors Appointments

Mayor Lambert proposed the following appointments: Debbie Maranger Menk to the Fair & Affordable Housing Commission and Sandye Crooks to the Sustainable Environment Commission. The appointments were approved by roll call vote.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brandy Sullivan, Councilmember
SECONDER:	Art Bettge, Councilmember
AYES:	Gina Taruscio, Art Bettge, Brandy Sullivan, Anne Zabala
EXCUSED:	Kathryn Bonzo, Jim Boland

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

Jan Ahles, Princeton, is running for County Treasurer. She spoke on what qualities she has for the position.

Chuck Bond, 626 N Moore St Moscow, said he has heard negative comments regarding the Third Street bridge. His impression is that the negative comments are from a vocal minority. He feels there is actually only one east-west corridor due to D Street ending at Washington. He purchased property on Third Street knowing there would be a bridge. He continually hears the City makes back door deals and he don't believe it. He feels Moscow needs another east west route. "When the needs of the many out ways the needs of the few, that's what needs to be done."

5. MVFD Fire Alarm & Annual Report – Brian Nickerson

Nickerson went through the 2017 incidents of which 70.85% was rescue and emergency medical. Rescue and emergency medical calls include hazardous conditions, service calls, good intent calls, and citizen complaints. Overlapping incidents occurred 777 times in the 2,453 calls in 2017. False alarms are maintaining an average of 266 per year. Nickerson spoke on how tickets are issued for false alarms. The Department participates in many events including fire drills, team escorts, and fire prevention among others. Inspections by the department totaled 159 for the year. Nickerson described the projects the department has been working on such as strategic planning for the volunteers, updating equipment and tools, researching a possible remodel of Station 1, ordering the new engine with an arrival date sometime in May, and the hiring of an EMS coordinator. The department continually provides academy classes, command level training, and multi-agency training.

6. Noise Ordinance Report – James Fry

Fry reported there were 406 noise complaints in 2017 with 21 citations issued. He showed a comparison of how many calls and citations every year since 2007. The goal is to educate first then issue a citation. Of the 21 citations in 2017, seven of them were to individuals who were contacted at least twice in a two day period. Eight citations were arrests due to some form of a violent nature, such as a domestic call. Six citations were issued to individuals contacted four or more times in a two year period. One of those six citations was to an individual who was contacted 62 times in a two year period.

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.

Minutes Acceptance: Minutes of Apr 2, 2018 7:00 PM (Consent Agenda)

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: Recommend City Council approval of 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.

Curtis introduced the item as written above. He provided aerials of property and information regarding the edible forest. The property is not level and would provide a unique multi-use park. A water booster station would also be possible to include on the property. Curtis gave possible details an edible forest could include. Many details still need to be vetted as this is only at a concept stage. Items of concern discussed were rodents, equitable harvesting of crop, pesticides, sewer access and neighborhood process. Curtis explained the process for park planning including advertising and direct mailings to neighbors.

Shelley Bennett, 2279 Moser St Moscow, said she has talked with the engineer on this subdivision and he recalled a sewer conduit being placed across the street.

Victoria Seever 121 Lilly Moscow, supports the exchange for an edible park. As an arboretum, it would draw visitors of varying ages. She listed the many ways it can be used. Three commissions support the exchange.

Curtis explained the process for park planning including advertising and direct mailings to neighbors. 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 was approved by roll call vote.

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

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.

Belknap introduced the item with background of the streetscape in downtown, formation process of an urban renewal district and the information above. There are 10 different criteria specified under Idaho Code which assess the condition of infrastructure and other impediments to development and redevelopment of an area. Belknap briefly went through each criteria and the result of the assessment. The study shows this area to be a deteriorated and deteriorating area. See the attached map. The Resolution authorizing the Moscow Urban Renewal Agency to proceed with development of the amendment to the Legacy Crossing Urban Renewal Plan was approved by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Art Bettge, Councilmember
SECONDER:	Jim Boland, Councilmember
AYES:	Taruscio, Bettge, Boland, Sullivan, Zabala
EXCUSED:	Kathryn Bonzo

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.

Riedner introduced the item as written above adding most of the homes are inhabitable and the court will be closed late May, early June. The Council has said in the past they are amenable to assisting in some way. Staff is estimating the most requests at 10 homes at $200 each. There has only been one request but some residents may still be weighing their options. Bettge felt it is a relatively minor amount of fees to be waived in a tough life changing situation. The waiver of mobile home installation fees for qualified homes currently located within Syringa Mobile Home Park wishing to be relocated within the City limits of Moscow was approved by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jim Boland, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Taruscio, Bettge, Boland, Sullivan, Zabala
EXCUSED:	Kathryn Bonzo

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.

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

Riedner explained the requirement for setting the budget hearing. The first meeting in August is the typical recommendation by staff so that if the budget was not passed, there is still time to do three readings if needed. The August 6, 2018 public hearing date for the FY2019 budget was set by roll call vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Art Bettge, Councilmember
AYES:	Taruscio, Bettge, Boland, Sullivan, Zabala
EXCUSED:	Kathryn Bonzo

Reports

City Council

Farmers Market Commission - Taruscio reported for Kathryn that registration for vendors is open and more than half are turned in; programming is filling in and entertainment is full; the first of the juries is on April 4; six submissions for the market poster have been turned in.

Moscow Arts Commission - Taruscio reported for Kathryn the public library workshops are complete; Artwalk applications are open; working on the schedule for Thursday evening park events.

Sustainable Environment Commission - Sullivan said Cooper gave a report on toilet rebates; Wings of Life (regarding pollinators) will be showing at the Kenworthy; Earth Day nominations are open; discussion on pesticide free parks.

Historic Preservation Commission - Sullivan said the Commission is working on the interpretative sign for 1912 Center; topics for the Preservation Moscow newsletter, in which they are leaning towards the topic of sidewalk culture; also discussed were orchid awards and the Fort Russell celebration.

Palouse Basin Aquifer Committee - Boland reported the last meeting was a retreat where they discussed where the committee is headed; how the Palouse is ahead of the curve on importance of water; using potable water for irrigation; the cost of taking water from North Fork.

Planning and Zoning Commission - Zabala said the Commission held a public hearing on the Indian Hills 9th Addition preliminary plat.

Mayor
Mayor Lambert reported he spoke at the Latah Recovery Center Fundraiser where over $27,000 was raised. The Airport Board discussed the possibility of new terminal and funding with possible grants.

Staff
Riedner said the Quarterly Regional meeting takes place in Colfax this Wednesday.

Adjourn to Executive Session per Idaho Code 74-206 (1)(C) and (1)(F) - The meeting will not reconvene.
Bettge moved and Sullivan seconded to adjourn to Executive Session at 8:55 PM.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
April 2, 2018

Present: Mayor Lambert, Art Bettge, Jim Boland, Brandy Sullivan, Gina Taruscio, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Mia Vowels, City Attorney

The Council adjourned to executive session per Idaho Code 74-206(1)(C) and (F). The session was called to order at 9:00 p.m. The session concluded at 9:20 p.m.

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Almon and Second Streets Geotechnical Evaluation Agreement
Responsible Staff: Kevin Lilly

Information

DESCRIPTION:
The existing pavement in the eight hundred foot long segment of Almon Street between Third Street and 'A' Street is severely deteriorated. With an Overall Condition Index of 19.37 (Very Poor) out of 100, this segment is in need of ~~a~~ full reconstruction. At one time, this street was paved with Portland cement concrete pavement. Through many years of roadway maintenance and utility repairs it has been overlain with hot mix asphalt pavement, and the underlying concrete pavement has been removed and patched back with asphalt pavement in various locations. This has created a random patchwork of asphalt and concrete pavement sections throughout the roadway segment.

Areas within the three hundred foot long segment of East 2nd Street between Main and Washington Streets in the Central Business District are also partially underlain by Portland cement concrete and are exhibiting moderate signs of distress.

Public Works wishes to evaluate pavement rehabilitation and/or reconstruction options for these two street segments. The attached Master Agreement and Task Order #1 for professional services in an amount not to exceed $14,975.00 are for Geoprofessional Innovation Corp., Inc. to perform the sub-surface exploration needed to evaluate the existing pavement and subgrade conditions, and to provide an analysis of appropriate reconstruction or rehabilitation alternatives. This item was presented to the Public Works/Finance Committee on April, 9, 2018 which recommended its approval.

STAFF RECOMMENDATION: Approve the Master Services Agreement and Task Order 1 for the professional services of Geoprofessional Innovation Corp., Inc. in an amount not to exceed $14,975.00.

ACTION: Approve the Master Services Agreement and Task Order 1 for the professional services of Geoprofessional Innovation Corp., Inc. in an amount not to exceed $14,975.00.

Necessary Resources/Impacts

Public Works Staff Time to provide traffic control and review recommendations.
04/03/17 350.150.40.770.80 · Pavement Management Program $14,975.00

Attachments

ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL
Task Order 1-Geoprofessional Innovation Corp FINAL

Attachment: ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical

MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND GEOPROFESSIONAL INNOVATION CORPORATION

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (CATEGORY 1A) BETWEEN CITY OF MOSCOW, IDAHO AND GEOPROFESSIONAL INNOVATION CORPORATION, (hereinafter "Agreement"), shall become effective the _____ day of _____, 2018, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and GeoProfessional Innovation Corporation, 6 O'Donnell Road, Pullman, Washington, 99163 (hereinafter "ENGINEERS").

INTRODUCTION

WHEREAS, CITY has a need for Category 1a, General Civil Engineering Design Services relating to geotechnical assessment, including but not limited to road structural analysis, materials testing and associated geotechnical services, to be defined by individual Task Orders (hereinafter "Project") which will set forth Specific Services, Time of Performance, and Payment; and

WHEREAS, ENGINEERS are specially licensed, trained, experienced and competent to perform the services under this Agreement and have agreed to provide such Services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Services:

1.1 Upon execution of this Master Agreement AND any associated Task Order(s) and receipt of CITY's written notice to proceed, ENGINEERS shall comply in all respects and perform and furnish to CITY all Services listed in any corresponding task order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

1.2 All documents or materials acquired or produced by the ENGINEERS in conjunction with the Project shall become the property of, and be delivered to, CITY without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for CITY shall not be distributed by ENGINEERS, sub-engineers, their agents, representatives or employees to any third party without the express written consent of CITY. Use of these documents by CITY on any other project, without written verification or adaptation by ENGINEERS for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEERS. CITY shall indemnify and hold harmless ENGINEERS from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the use of such documents. Any verification

or adaptation requested by CITY to ENGINEERS will entitle ENGINEERS to further compensation at rates to be agreed upon by CITY and ENGINEERS.

1.3 ENGINEERS shall provide Services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and local laws, ordinances, regulations, and resolutions. ENGINEERS represent and warrant that ENGINEERS will perform work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement, and resulting task order(s) in effect at the time of performance of this Agreement, and associated task order(s). Except for that representation and any representations made or contained in any proposal submitted by ENGINEERS and any reports or opinions prepared or issued as part of the work performed by ENGINEERS under this Agreement, ENGINEERS make no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEERS at CITY's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

2. Consideration:

2.1 ENGINEERS shall perform the Services for a Not-To-Exceed total fee as outlined in any corresponding Task Order.

2.2 ENGINEERS shall provide CITY with a monthly statement, as Services warrant, of fees earned and costs incurred for Services provided during the billing period, which CITY will pay within thirty (30) days of receipt of a correct invoice and approval by CITY. CITY will not withhold any Federal or State income taxes or Social Security Tax from any payment made by CITY to ENGINEERS under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEER.

2.3 Except as expressly provided in this Agreement and any corresponding Task Orders, ENGINEERS shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, ENGINEERS shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Any out-of-town travel required by individual Task Orders must be pre-approved by the Project Manager and included in the task order. All travel expenses will be reimbursed at cost, per CITY's existing travel policy. Any requested travel related/meal reimbursement must be accompanied by itemized receipts.

For the purposes of this Agreement and resulting task orders, travel between the ENGINEERS' offices and the Project site is not considered out-of-town travel.

Attachment: ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical

Attachment: ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical

3. Time of Performance:

This Agreement shall become effective upon execution by both parties, and shall automatically renew annually on October 1, 2018 for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

4.1 In all matters pertaining to this Agreement, ENGINEERS shall be acting as an independent contractor, and neither ENGINEERS nor any officer, employee or agent of ENGINEERS will be deemed an employee of CITY. ENGINEERS have no authority or responsibility to exercise any rights or power vested in CITY, unless expressly provided in any future corresponding Task Order. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

4.2 ENGINEERS shall determine the method, details and means of performing the work and Services to be provided by ENGINEERS under this Agreement. ENGINEERS shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of ENGINEERS in fulfillment of this Agreement.

5. Indemnification and Insurance:

ENGINEERS agree to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ENGINEERS, ENGINEERS servants, agents, officers, employees, representatives, guests, and business invitees. ENGINEERS shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follows: General Liability One Million Dollars ($1,000,000) per incident or occurrence, Professional Liability/Professional errors and omissions One Million Dollars ($1,000,000) aggregate, Automobile Liability Insurance One Million Dollars ($1,000,000) per incident or occurrence. ENGINEERS shall maintain in full force and effect Workers' Compensation Insurance, in the statutory limits as required by law, for ENGINEERS and any agents, employees, and staff that the ENGINEERS may employ, and provide proof to CITY of such coverage. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, defend and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, ENGINEERS covenant and agree to indemnify, defend and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the negligent

performance of this Agreement by ENGINEERS or ENGINEERS officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. ENGINEERS shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEERS' compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEERS begin performance of its obligations under this Agreement. In the event the insurance minimums are changed, ENGINEERS shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P.O. Box 9203, Moscow, Idaho, 83843.

6. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY	**ENGINEER**
City of Moscow Les MacDonald 206 East Third Street P.O. Box 9203 Moscow, ID 83843 (208) 883-7028	GeoProfessional Innovation Corporation Attn: Andy Abrams, P.E. 6 O'Donnell Road Pullman, WA 99163 (509) 339-2000 andyabrams2478@gmail.com

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. Assignment: It is expressly agreed and understood by the parties hereto, that ENGINEERS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

8. Discrimination Prohibited: In performing the Services required herein, ENGINEERS shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, marital status, veteran status, disability, sexual orientation, genetic information, or any other basis prohibited by Federal, State or local law.

9. Reports and Information:

9.1 At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.

9.2 ENGINEERS shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from

Attachment: ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical

the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10. Audits and Inspections: At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of ENGINEERS' records with respect to all matters covered by this Agreement. ENGINEERS shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

11. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

12. Compliance with Laws: In performing the scope of Services required hereunder, ENGINEERS shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

13. Public Information: Pursuant to Idaho Code Section 74-102, *et seq.*, information or documents received from ENGINEERS may be open to public inspection and copying unless exempt from disclosure. ENGINEERS shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. ENGINEERS shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for ENGINEERS' failure to designate individual documents as exempt. ENGINEERS' failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.

14. Changes: CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEERS' compensation, which are mutually agreed upon by and between CITY and ENGINEERS, shall be incorporated in future corresponding Task Orders.

15. Termination:

15.1 If, through any cause, ENGINEERS, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, or if the City Council determines that

Attachment: ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical

termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEERS of such termination and specifying the effective date of said termination. ENGINEERS to be compensated for all work performed up to date of termination. ENGINEERS may terminate this Agreement at any time by giving at least sixty (60) days' written notice to CITY.

15.2 In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEERS under this Agreement shall, at the option of CITY, become CITY's property, and ENGINEERS shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

15.3 Notwithstanding the above, ENGINEERS shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEERS, and CITY may withhold any payments to ENGINEERS for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEERS is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEERS of its liability to CITY for damages.

16. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

17. Advice of Attorney: Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

18. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral of written, whether previous to the execution hereof or contemporaneous herewith.

19. Appropriations and Approval: This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each party shall be released from further performance under this Agreement without any liability to the other party.

20. Resulting Task Orders and Survival: All Task Orders resulting from this Agreement and executed by both parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.

21. Applicable Law: 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. Should any litigation be commenced between the parties

Attachment: ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical

hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.

22. Approval Required: This Agreement shall not become effective or binding until approved by the City of Moscow.

GeoProfessional Innovation Corporation	City of Moscow, Idaho
_____	_____
Andy J. Abrams, Senior Engineer	Bill Lambert, Mayor
Dated: _____	Dated: _____
	ATTEST:
	_____
	Laurie M. Hopkins, City Clerk
	Approved as to form
	_____
	Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF_____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Andy J. Abrams, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for GeoProfessional Innovation Corporation.

_____
Notary Public for the State of Idaho
Residing at_____
My commission expires_____

Attachment: ProfessionalServices-MasterAgreement;Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical

Attachment: Task Order 1-Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical Evaluation Agreement)

TASK ORDER NO. 1

Pursuant to the

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
GEOPROFESSIONAL INNOVATION CORPORATION

This Task Order is made this _____ day of _____2018, and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter "CITY"), and accepted by GeoProfessional Innovation Corporation (hereinafter "ENGINEERS"), pursuant to the mutual promises, covenants and conditions contained in the Master Agreement Category 1.a, Civil Engineering Design, between the above mentioned parties dated the _day of _____2018. The Project Name for this Task Order 1 is as follows:

CITY OF MOSCOW

ALMON STREET AND SECOND STREET RECONSTRUCTION GEOTECHNICAL ANALYSIS

PROJECT UNDERSTANDING

The eight hundred feet (800') long segment of Almon Street between Third Street and 'A' Street is severely deteriorated. With an Overall Condition Index (OCI) of nineteen point three seven (19.37), it is in need of ~~a~~ full reconstruction. At one time, this street was paved with Portland cement concrete (PCC) pavement. Through many years of roadway maintenance and utility repair, this segment has been overlaid with hot mix asphalt (HMA) pavement, and the underlying PCC pavement has been sawcut and patched with HMA pavement in various locations. This has created a random patchwork of HMA and PCC pavement sections throughout the roadway alignment.

The three hundred feet (300') long segment of East 2nd Street between Main and Washington Streets exhibits similar characteristics to the Almon Street segment described above.

The CITY wishes to evaluate pavement rehabilitation and reconstruction alternatives for these street segments, and has requested that ENGINEERS perform exploration to evaluate the existing pavement and subgrade conditions, and perform an analysis of various reconstruction or rehabilitation alternatives. ENGINEERS will accomplish through an iterative process that combines the latest technology with proven sampling and laboratory testing methods.

SCOPE OF WORK

TASK 1 – DESIGN SERVICES

Exploration

1. ENGINEERS will coordinate exploration with CITY. Exploration is anticipated to occur over a three (3) day period, consecutively. ENGINEERS understand CITY will close the segments of Almon Street and 2nd Street to vehicular traffic, and will arrange for the removal of parked vehicles from the sides of the street during this period. As the street segments will be closed, ENGINEERS understand that no other forms of traffic control will be needed to facilitate ENGINEERS work.

2. Utilize ground penetrating radar (GPR) to explore the road section along the segments described above. The GPR survey methods are outlined below:

   A GPR survey will be conducted using Geophysical Survey Systems, Inc. (GSSI) SlR3000 control units with a 1.6 GHz antenna and a 2.6 GHz antenna. The maximum depth of investigation of the 2.6 GHz antenna is approximately eight inches (8”), the maximum depth of investigation of the 1.6 GHz antenna is approximately eighteen inches (18”). The 2.6 GHz antenna data will be used primarily to estimate the asphalt thickness. The 1.6 GHz data will be used to estimate concrete or base thickness. GPR data will be collected across the survey area on north south transects spaced one foot (1’) apart. GPR layers will be digitized using Radan 7* software from GSSI. A 3D model will be created and layers will be digitized and output to DXF format. Data will be gridded and contoured using Surfer 13* from Golden Software° to create contour maps of asphalt depth and concrete depth. Data will be geo-referenced to Idaho State Plane NAD83 US Feet.

3. During GPR survey activities, ENGINEERS will simultaneously utilize coring equipment to accomplish six to eight (6 - 8) cores positioned along the Almon Street alignment. An additional four to five (4 - 5) cores will be obtained along the 2nd Street alignment. The attached fee schedule outlines fees for additional cores that may be added if additional exploration is requested and performed the same day. Cores are planned to extend four to ten inches (4 - 10”) below the existing asphalt surface, to penetrate existing asphalt and concrete pavement. Depending on existing asphalt or concrete thickness, penetrating the roadway section in all locations may not be viable. Cores will vary from three to six inches (3 - 6”) in diameter. Where possible, ENGINEERS will collect samples of the existing base cores and subgrade soil within the upper twelve inches (12”) below the pavement surface.

ENGINEERS will photograph and document each core sample for illustrative purposes. Cores that are not destroyed as part of potential laboratory testing will also be transmitted to the CITY for their future use and evaluation.

Core locations will be backfilled with cold asphalt, or quick setting, high strength, non-shrink grout applied immediately after collecting each core. In ENGINEERS experience, these grout materials have the potential to allow traffic application within a few hours of initial placement.

Attachment: Task Order 1-Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical Evaluation Agreement)

Attachment: Task Order 1-Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical Evaluation Agreement)

Laboratory Testing

Perform select laboratory testing on soil samples collected from exploration referencing ASTM International test standards. At this time, the laboratory testing is anticipated to include, but may not be limited to:

- Four to six (4 - 6) natural moisture content tests;
- Two to three (2 - 3) grain size distribution tests;
- Two to three (2 - 3) Atterberg Limits tests.

Analysis and Summary Report

Review field and laboratory data and perform analyses to provide geotechnical recommendations for:

A. Earthwork
- Demolition and recycling considerations;
- Reusability of on-site soil;
- Subgrade preparation;
- Wet weather/soil construction;
- Structural fill and compaction criteria.

B. Geotextile Applications
- Separation geotextile uses;
- Subgrade stabilization textile uses;
- Filter fabric for trench backfill considerations;
- Geosynthetic placement requirements.

C. Asphalt Concrete Pavement (ACP) design using AASHTO design methodology
- ACP thickness (full depth reconstruction);
- ACP crushed surfacing thicknesses (full depth reconstruction);
- Aggregate material properties.

D. Additional Recommended Services
- Geotechnical continuity;
- Plan and specification review;
- Construction material testing.

Assuming three (3) potential pavement repair alternatives, ENGINEERS will perform an approximate life cycle cost analysis (LCCA) to help CITY evaluate alternatives. Although alternatives may evolve, CITY and ENGINEERS presently anticipate the alternatives likely will include:

- Do nothing;
- Thin grind and overlay;
- Full depth reconstruction.

Each alternative will be compared against the "do-nothing" alternative. ENGINEERS will require obtaining recent construction and roadway maintenance cost data from CITY to accomplish the analysis. It is understood by all parties that the LCCA is not intended to provide an accurate project cost estimate, but rather is intended to facilitate relative cost comparison between alternatives.

ENGINEERS will prepare and provide an electronic copy of the summary of exploration findings and laboratory test results as well as the analysis results and geotechnical opinions and recommendations. ENGINEERS will provide a separate deliverable for each roadway segment, resulting in two (2) separate deliverables.

ASSUMPTIONS

The Scope of Services presented above does not include civil or structural design, traffic control services, stormwater management or erosion control design, concrete pavement section design, developing specifications, environmental site assessment, hazardous substance evaluation, or interacting with agencies other than CITY. Neither does Scope include performing LCCA commensurate with ITD or FHWA standards; performing such detailed LCCA is not viable at this preliminary project stage. Rather, Engineer's LCCA will be performed using "net present value" calculations based on ENGINEERS pavement section analysis, and cost data provided by CITY. Upon written request, ENGINEERS may provide these services under an amended Scope once exploration and laboratory testing is accomplished, and rehabilitation options are more clearly defined.

TIME OF COMPLETION AND COMPENSATION SCHEDULE

The GPR survey and coring activities are anticipated to begin within ten (10) business days after receiving written authorization to proceed. This is intended to remain flexible to accommodate CITY'S schedule for closing Almon Street to vehicular traffic. A minimum of one (1) weeks' notice will be given prior to mobilizing the GPR subcontractor. The final summary reports of exploration findings, laboratory test results, and considerations will be available approximately six (6) weeks following exploration, providing necessary cost data and design information is readily available for each roadway segment. ENGINEERS will deliver results at CITY'S request as they become available.

COMPENSATION AND COMPLETION SCHEDULE			
Task	**Description**	**Completion Date**	**Compensation**
1	Exploration, Testing, and Analysis (Lump Sum)	Eight weeks after Notice to Proceed	$14,975
		TASK ORDER TOTAL NOT TO EXCEED:	**$14,975**

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 1 is fourteen thousand nine hundred seventy five dollars (**$14,975**). ENGINEERS Rate Schedule details are set out in the attached Exhibit "A". No compensation will be paid over the Not-To-Exceed amount without prior written approval by CITY in the form of a Change Order. Monthly invoices shall be billed for time actually spent on the Project. Any and all travel will only be

Attachment: Task Order 1-Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical Evaluation Agreement)

reimbursed if pre-approved by the Project Manager, and only per CITY Travel Policy. Reimbursable expenses will be paid at cost and only if pre-approved by the Project Manager, and accompanied by an itemized receipt. Any travel and/or reimbursables paid will be paid as part of the Not-To-Exceed Task Order Total per the Compensation and Completion Schedule above.

ENGINEERS	CITY
GeoProfessional Innovation Corporation	City of Moscow, Idaho
_____	_____
Andy J. Abrams, Senior Engineer	Gary J. Riedner, City Supervisor
Dated: _____	Dated: _____

Attachment: Task Order 1-Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical Evaluation Agreement)

EXHIBIT "A"

A. *Standard Hourly Rates.*

1. Standard Hourly Rates are set forth in this Exhibit "A" and include salaries and wages paid to personnel in each billing class, plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates are subject to annual review and adjustment.

B. *Schedule of Hourly Rates.*

Principal Engineer	$165.00/hour
Principal Engineer	155.00/hour
Project Development Engineer Sr.	150.00/hour
Project Manager	139.00/hour
Project Manager	130.00/hour
Engineer V	130.00/hour
Engineer IV	120.00/hour
Engineer, PhD	250.00/hour
Engineer III	115.00/hour
Engineer II	108.00/hour
Engineer I	95.00/hour
Engineer Assistant	60.00/hour
Sr. Engineer Tech II	90.00/hour
Sr. Engineer Tech I	85.00/hour
Professional Land Surveyor II	140.00/hour
Professional Land Surveyor I	125.00/hour
Crew Chief II	100.00/hour
Crew Chief I	95.00/hour
Crew Member	80.00/hour
Survey Technician II	100.00/hour
Survey Technician I	95.00/hour
GIS Manager	105.00/hour
GIS Technician II	90.00/hour
GIS Technician I	80.00/hour
Cad Technician III	85.00/hour
Cad Technician II	80.00/hour
Cad Technician I	70.00/hour
Sr. Project Administrator	75.00/hour
Project Administrator	65.00/hour
Sr. Administrative Assistant	55.00/hour
Administrative Assistant	45.00/hour
No Charge Services	0.00/hour

Attachment: Task Order 1-Geoprofessional Innovation Corp FINAL (1690 : Almon and Second Streets Geotechnical Evaluation Agreement)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Disbursement Report for March 2018
Responsible Staff: Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending March 31, 2018. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of $2,601,826.89. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on April 9, 2018.

Payroll	$1,427,820.00
Professional Services	77,613.00
Sanitation	282,502.00
Supplies	40,184.00
Capital Outlay	257,904.00
Capital Outlay-Improvements	54,423.00
Utilities	88,465.00
Contractual Payments	175,813.00
ACH Wells ACH	50,373.00
Total	$2,455,097.00

STAFF RECOMMENDATION: Approve report.

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

Necessary Resources/Impacts

$2,601,826.89

Attachments

Disbursements Report FY18
Revenue 2018
Cash and Investment Balances March 2018

DISBURSEMENTS REPORT FOR MARCH 2018

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
DATE		3/1/2018	3/6/2018	3/8/2018	3/9/2018	3/15/2018	3/22/2018	3/29/2018	3/5/2018 3/16/2018 3/30/2018	3/2/2018	3/16/2018	3/30/2018	
BATCH #		00001.03.2018	00103.03.2018	00020.03.2018	00002.03.2018	00004.03.2018	00005.03.2018	00007.03.2018	00003.03.2018 00006.03.2018 00008.03.2018	100.03.2018	200.03.2018	300.03.2018	
CHECK #'s		86633-86686	86687	86688	86689-86771	86772-86820	86821-86892	86893-86976	March's CC ACHS	20671-20678	20679-20687	20688	
Fund #													
101	GENERAL	21,428.11	241.00		30,951.58	17,662.59	17,048.89	162,577.14	19,756.58	293,295.66	303,548.09	250,488.68	**1,116,998.32**
105	STREETS	1,394.76			1,948.45	21,479.27	10,371.63	2,666.72	537.46	23,758.80	23,074.18	18,862.17	**104,093.44**
120	RECREATION AND CULTURE	5,039.57			5,664.31	9,661.67	4,161.16	1,707.12	3,438.35	48,368.59	48,604.83	43,279.61	**169,925.21**
121	MSD COMM. PLAY FIELDS	1,890.00			1,567.50			236.59		1,714.68	1,579.04	1,302.00	**8,289.81**
123	1912 CENTER					7916.67							**7,916.67**
128	TRANSIT CENTER	120.74			149.14	1,084.83	266.20		298.89				**1,919.80**
220	WATER	4,540.74		517.97	9,322.49	23,964.27	3,715.58	10,801.54	2,672.28	46,896.06	47,056.77	40,683.90	**190,171.60**
230	SEWER	655.56		482.03	7,012.66	54,118.86	4,961.62		2,912.54	48,295.31	47,248.33	44,581.96	**210,268.87**
240	SANITATION				23.48	265,676.09	32.20	5,489.82	389.62	3,751.26	3,837.19	3,412.41	**282,612.07**
290	FLEET	70.58			64,371.03	3,970.71	12,275.68	267.23	276.65	12,637.97	12,142.25	10,534.91	**116,547.01**
295	INFORMATION SYSTEMS	27,998.89			5,872.01		20,624.94	15,177.33	7,250.32	16,739.43	17,133.38	14,992.42	**125,788.72**
320	WATER CAPITAL PROJECTS				41,794.22	113,206.06							**155,000.28**
330	SEWER CAPITAL PROJECTS					9,039.88	8,708.83						**17,748.71**
340	SANITATION CAPITAL PROJ												**0.00**
350	CAPITAL PROJECTS	36,696.00			21,325.00	2,374.66	5,529.47	15,780.84	12,840.41				**94,546.38**
355	LID CONSTRUCTION												**0.00**
380	HAMILTON - PARKS & REC												**0.00**
590	BONDS & INTEREST												**0.00**
	TOTAL	**99,834.95**	**241.00**	**1,000.00**	**190,001.87**	**530,155.56**	**87,696.20**	**214,704.33**	**50,373.10**	**495,457.76**	**504,224.06**	**428,138.06**	**2,601,826.89**

WIRE Transfers:

_____ **Kathryn Bonzo, Chair**

_____ **Gary J. Riedner, Acting Finance Director**

_____ **Brandy Sullivan**

_____ **Jim Boland**

Attachment: Disbursements Report FY18 (1692 : Disbursement Report for March 2018)

RECEIPTS REPORT FOR MARCH 2018

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	28,384.59	107,419.64	29,231.03	14,008.03	125,597.55	7,016.49	19,409.46	654.12	0.00	4,612.04	336,332.95
105	STREETS	3,832.06	0.00	0.00	0.00	24,994.16	0.00	0.00	0.00	0.00	0.00	28,826.22
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	29,935.55	0.00	0.00	0.00	1,400.00	0.00	31,335.55
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,631.55	0.00	0.00	0.00	0.00	0.00	0.00	6,631.55
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,379.54	0.00	0.00	0.00	0.00	0.00	1,379.54
220	WATER	0.00	0.00	0.00	0.00	381,177.79	0.00	29,698.43	422.25	0.00	0.00	411,298.47
230	SEWER	0.00	0.00	0.00	0.00	529,345.38	0.00	0.00	175.05	0.00	0.00	529,520.43
240	SANITATION	0.00	0.00	0.00	0.00	373,374.99	0.00	0.00	2,000.00	0.00	0.00	375,374.99
290	FLEET	0.00	0.00	0.00	0.00	73,047.97	0.00	0.00	0.00	0.00	0.00	73,047.97
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	97,568.34	0.00	0.00	2.38	0.00	0.00	97,570.72
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,107.01	0.00	0.00	0.00	3,107.01
590	BOND & INTEREST	903.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	903.40
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	295.99	295.99
	TOTAL	**33,120.05**	**107,419.64**	**29,231.03**	**20,639.58**	**1,636,421.27**	**7,016.49**	**52,214.90**	**3,253.80**	**1,400.00**	**4,908.03**	**1,895,624.79**

Attachment: Revenue 2018 (1692 : Disbursement Report for March 2018)

City of Moscow
Cash and Investments
Balances as of 3/31/2018

Fund		Year to Date Balance
General Fund	$	5,134,408.82
Street Fund	$	1,451,769.05
Culture & Recreation	$	1,335,432.30
MSDCPF	$	155,542.07
1912 Fund	$	79,287.72
Art Fund	$	-
Transit Center	$	109,571.67
Water Fund	$	2,456,072.53
Sewer/WWTP	$	3,896,209.27
Sanitation Fund	$	2,167,913.58
Fleet Fund	$	3,127,921.78
Information Systems	$	1,807,739.22
Water Capital	$	6,542,048.15
Sewer Capital	$	6,848,392.90
Capital Projects	$	4,532,241.53
Sanitation Capital	$	4,576,879.08
LID construction	$	179,026.88
Hamilton	$	2,768,339.70
Bond & Interest	$	180,664.89
LID Funds	$	31,320.77
Payroll Service	$	540,693.34
Total Cash & Investments	**$**	**47,921,475.25**

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Second Quarter Financial Report (January 1, 2018 - March 31, 2018) for FY2018
Responsible Staff: Sarah Banks

Information

DESCRIPTION: Staff will present the financial report for the second quarter of fiscal year 2018 (January 1, 2018 - March 31, 2018). This was reviewed and recommended for approval by the Public Works/Finance Committee on April 9, 2018.

STAFF RECOMMENDATION: Approve the report.

ACTION: Approve the report.

Necessary Resources/Impacts

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

Attachments

2nd Qtr 2018 - Council Report
2nd Qtr 2018 - Newsprint

City of Moscow

QUARTERLY FINANCIAL REPORT

Budget For Fiscal Year Ending September 30, 2018

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Fund	Original Budget	Final Budget	March-18 YTD	Percent of Year 50% Budget to Actual To Date
101	General Fund Revenues	15,234,279	15,234,279	7,204,687	47.29%
	Salaries & Benefits	8,573,270	8,573,270	3,839,249	44.78%
	Operations	3,961,560	3,961,560	2,201,236	55.56%
	Capital Outlay	178,900	178,900	0	0.00%
	Transfers	2,520,549	2,520,549	1,435,274	56.94%
	Total General Fund Expenditures	15,234,279	15,234,279	7,475,760	49.07%
105	Street Department Revenues	3,332,922	3,332,922	1,264,179	37.93%
	Salaries & Benefits	749,600	749,600	298,260	39.79%
	Operations	1,176,193	1,176,193	417,374	35.49%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,407,129	1,407,129	763,934	54.29%
	Total Street Fund Expenditures	3,332,922	3,332,922	1,479,568	44.39%
120	Recreation & Culture Revenues	2,893,637	2,893,637	1,070,562	37.00%
	Salaries & Benefits	1,737,595	1,737,595	621,058	35.74%
	Operations	1,069,797	1,069,797	340,464	31.83%
	Capital Outlay	80,970	80,970	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	5,275	5,275	5,275	100.00%
	Total Parks & Rec Expenditures	2,893,637	2,893,637	966,797	33.41%
121	MSD Community Playfields Revenues	178,168	178,168	68,837	38.64%
	Salaries & Benefits	62,075	62,075	20,615	33.21%
	Operations	112,082	112,082	16,404	14.64%
	Transfers	4,011	4,011	4,011	100.00%
	Total MSD Community Playfields	178,168	178,168	41,030	23.03%
123	1912 Center Revenues	106,100	106,100	41,550	39.16%
	Operations	106,100	106,100	49,797	46.93%
	Capital Outlay	0	0	0	0.00%
	Total 1912 Center Expenditures	106,100	106,100	49,797	46.93%
128	Transit Center Revenues	142,682	142,682	74,301	52.07%
	Operations	142,682	142,682	11,037	7.74%
	Total Transit Center Fund	142,682	142,682	11,037	7.74%
220	Water Fund Revenues	5,801,630	5,801,630	2,458,885	42.38%
	Salaries & Benefits	1,241,055	1,241,055	594,699	47.92%
	Operations	1,772,975	1,772,975	473,951	26.73%
	Capital Outlay	252,500	252,500	71,621	28.36%
	Transfers	2,535,100	2,535,100	1,317,850	51.98%
	Total Water Fund Expenditures	5,801,630	5,801,630	2,458,120	42.37%
230	Sewer Fund Revenues	8,505,336	8,505,336	3,837,253	45.12%
	Salaries & Benefits	1,389,035	1,389,035	630,873	45.42%
	Operations	1,800,891	1,800,891	503,614	27.96%
	Capital Outlay	513,200	513,200	64,819	12.63%
	Debt Service	1,148,710	1,148,710	727,193	63.31%
	Transfers	3,653,500	3,653,500	1,856,250	50.81%
	Total Sewer Fund Expenditures	8,505,336	8,505,336	3,782,748	44.48%
240	Sanitation Fund Revenues	5,658,874	5,658,874	2,751,479	48.62%
	Salaries & Benefits	98,725	98,725	47,326	47.94%
	Operations	4,169,816	4,169,816	1,670,564	40.06%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,390,333	1,390,333	695,166	50.00%
	Total Sanitation Fund	5,658,874	5,658,874	2,413,057	42.64%
290	Fleet Management Revenues	1,795,342	1,795,342	1,069,703	59.58%
	Salaries & Benefits	323,580	323,580	152,488	47.13%
	Operations	1,002,762	1,002,762	175,242	17.48%
	Capital Outlay	454,000	454,000	141,809	31.24%

Attachment: 2nd Qtr 2018 - Council Report (1696 : Second Quarter Financial Report (January 1, 2018 - March 31, 2018) for FY2018)

	Debt Service	0	0	0	0.00%
	Transfers	15,000	15,000	15,000	100.00%
	Total Fleet Management Expenditures	1,795,342	1,795,342	484,540	26.99%
295	Information Systems	1,598,026	1,598,026	644,616	40.34%
	Salaries & Benefits	452,420	452,420	209,477	46.30%
	Operations	683,106	683,106	373,699	54.71%
	Capital Outlay	458,500	458,500	12,500	2.73%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	1,598,026	1,598,026	599,676	37.53%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	7,434,164	7,434,164	1,622,865	21.83%
330	Sewer Construction Fund	6,733,433	6,733,433	1,171,764	17.40%
340	Sanitation Construciton Fund	4,842,984	4,842,984	278,770	5.76%
350	Capital Projects Fund	4,955,720	4,955,720	568,172	11.46%
355	LID Construction Fund	177,000	177,000	714	0.40%
380	Hamilton P & R	229,000	229,000	16,560	7.23%
590	Bond & Interest Debt Service Fund	10,247,422	10,247,422	102,151	1.00%
595	LID Bonded Debt Service Fund	30,000	30,000	797	2.66%
	Total Miscellaneous Fund Revenue	34,649,723	34,649,723	3,761,794	10.86%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	7,434,164	7,434,164	1,600,465	21.53%
330	Sewer Construction Fund	6,733,433	6,733,433	143,964	2.14%
340	Sanitation Construciton Fund	4,842,984	4,842,984	0	0.00%
350	Capital Projects Fund	4,955,720	4,955,720	299,227	6.04%
355	LID Construction Fund	177,000	177,000	0	0.00%
380	Hamilton P & R	229,000	229,000	15,000	6.55%
590	Bond & Interest Debt Service Fund	10,247,422	10,247,422	300	0.00%
595	LID Bonded Debt Service Fund	30,000	30,000	15,000	50.00%
	Total Miscellaneous Fund Expenses	34,649,723	34,649,723	2,073,956	5.99%
	Total City Revenue (1)	79,896,719	79,896,719	24,247,846	30.35%
	Total City Expenses	79,896,719	79,896,719	21,836,087	27.33%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.
(1) Revenues do not include beginning fund balance as a resource available in this report

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending September 30, 2018

SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

	Original Budget	Final Budget	March-18 YTD	Percent of Year 50% Budget to Actual To Date
General Fund				
Revenues	15,234,279	15,234,279	7,204,687	47.29%
Salaries & Benefits	8,573,270	8,573,270	3,839,249	44.78%
Operations	3,961,560	3,961,560	2,201,236	55.56%
Capital Outlay	178,900	178,900	0	0.00%
Transfers	2,520,549	2,520,549	1,435,274	56.94%
Total General Fund Expenditures	15,234,279	15,234,279	7,475,760	49.07%
Bond & Interest Debt Service Revenue	10,277,422	10,277,422	102,948	1.00%
Bond & Interest Debt Service Expenditures	10,277,422	10,277,422	15,300	0.15%
Other Governmental Funds				
Revenues	6,653,509	6,653,509	2,519,429	37.87%
Salaries & Benefits	2,549,270	2,549,270	939,933	36.87%
Operations	2,606,854	2,606,854	835,077	32.03%
Capital Outlay	80,970	80,970	0	0.00%
Transfers	1,416,415	1,416,415	773,220	54.59%
Debt Service	0	0	0	0.00%
Total Other Governmental Expenditures	6,653,509	6,653,509	2,548,229	38.30%
All Capital Projects Funds				
Revenues	24,372,301	24,372,301	3,658,845	15.01%
Capital Outlay	24,372,301	24,372,301	2,058,656	8.45%
Total Capital Projects Expenditures	24,372,301	24,372,301	2,058,656	8.45%
Enterprise Funds				
Revenues	19,965,840	19,965,840	9,047,617	45.32%
Salaries & Benefits	2,728,815	2,728,815	1,272,898	46.65%
Operations	7,743,682	7,743,682	2,648,129	34.20%
Capital Outlay	765,700	765,700	136,440	17.82%
Debt Service	1,148,710	1,148,710	727,193	63.31%
Transfers	7,578,933	7,578,933	3,869,267	51.05%
Total Enterprise Fund Expenditures	19,965,840	19,965,840	8,653,926	43.34%
Internal Service Funds				
Revenues	3,393,368	3,393,368	1,714,320	50.52%
Salaries & Benefits	776,000	776,000	361,965	46.65%
Operations	1,685,868	1,685,868	548,942	32.56%
Capital Outlay	912,500	912,500	154,309	16.91%
Transfers	19,000	19,000	19,000	100.00%
Total Fleet Management Expenditures	3,393,368	3,393,368	1,084,216	31.95%
Total City Revenue (1)	79,896,719	79,896,719	24,247,846	30.35%
Total City Expenses	79,896,719	79,896,719	21,836,087	27.33%

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

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

Attachment: 2nd Qtr 2018 - Newsprint (1696 : Second Quarter Financial Report (January 1, 2018 - March 31, 2018) for FY2018)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone
Responsible Staff: Michael Ray

Information

DESCRIPTION: The applicant, Sally Powers, is proposing to subdivide a 21.73 acre area of land generally located east of Main Street (HWY 95) and north of Palouse River Drive into thirty-two (32) parcels ranging from 7,006 square feet to 3.76 acres in size. Also included in the proposal is the rezoning of a 9.32 acre area from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District. The Planning and Zoning Commission conducted a public hearing for this matter on March 28, 2018 and recommended approval of the preliminary plat with two conditions and recommended approval of the rezone with no conditions.

STAFF RECOMMENDATION: 1. Conduct the public hearing upon the proposed Zoning Designations and upon consideration of any testimony presented, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that they be read by title and published by summary.

2. If the proposed Zoning Ordinance is approved by City Council, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

3. Conduct the public hearing upon the proposed Preliminary Subdivision Plat and upon consideration of any testimony presented, approve the Preliminary Plat for Indian Hills 9 Addition with the two (2) conditions recommended by Staff.

4. In accordance with the decision upon the Preliminary Subdivision Plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria with a modification to the conditions to reflect the two (2) conditions recommended by Staff.

ACTIONS: 1. Conduct the public hearing upon the proposed Zoning Designations and upon consideration of any testimony presented, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that they 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.

2. In accordance with the decision upon the Zoning Designation request, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria, or direct staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

3. Conduct the public hearing upon the proposed Preliminary Subdivision Plat and upon consideration of any testimony presented, approve the Preliminary Plat for Indian Hills 9 Addition with the two (2) conditions recommended by Staff; or reject the Preliminary Plat for Indian Hills 9 Addition; or take other action as deemed appropriate.

4. In accordance with the decision upon the Preliminary Subdivision Plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria with a modification to the conditions to reflect the two (2) conditions recommended by Staff, or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Necessary Resources/Impacts:

N/A

Attachments

NPH Indian Hills 9 Addition CC 04-16-18
Staff Report
Preliminary Plat Application
Rezone Application
Neighborhood Meeting Materials
Dwight Curtis Memo
Bob Buvel Memo
Rezone P&Z RCS
Prelim Plat P&Z RCS
P&Z Minutes 03-28-18
Zoning Ordinance

NOTICE OF PUBLIC HEARING

Proposal for a Preliminary Subdivision Plat and Rezoning for Property Generally Located East of Main Street and North of Palouse River Drive – Indian Hills 9th Addition: LUP2018-0003 and LUP2018-0004

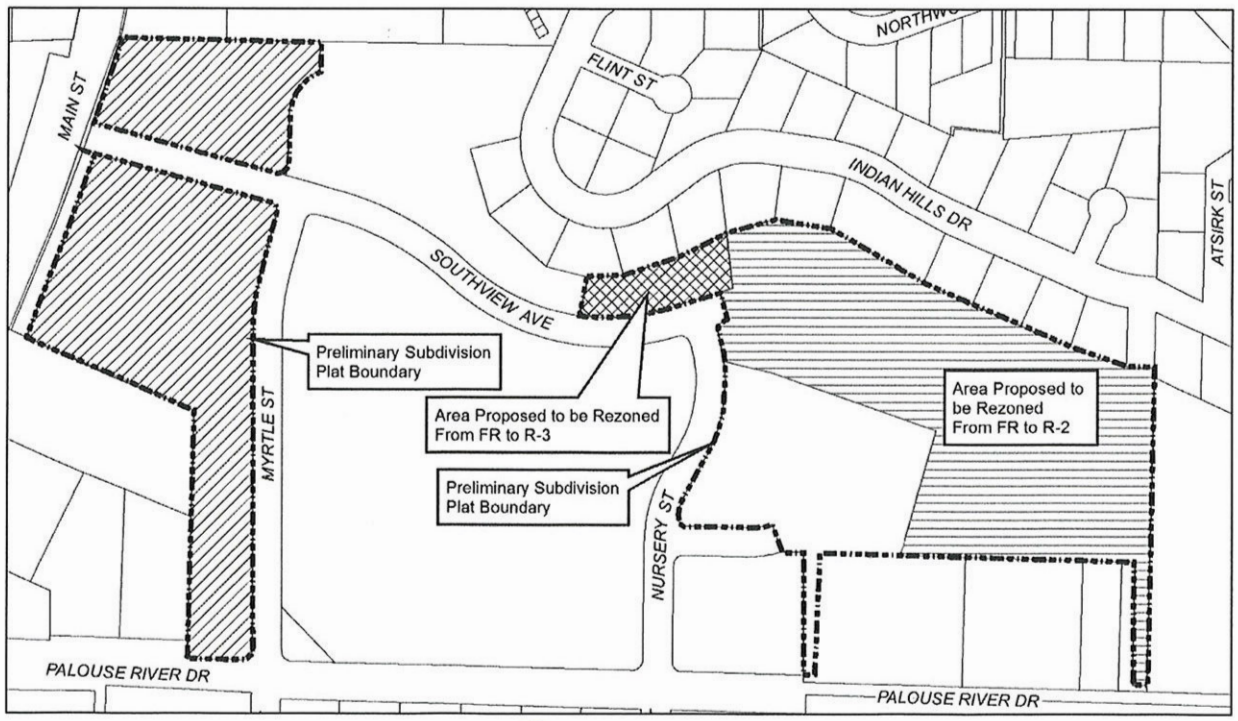
A public hearing at which you may be present and speak will be conducted by the Moscow City Council at which time the following proposition will be discussed for land generally shown on the vicinity map below:

1. A proposal for a Preliminary Subdivision Plat of a 21.73 acre area of land to create thirty-two (32) parcels ranging from 7,006 square feet in size to 3.76 acres in size.
2. Rezoning of a 9.32 acre area from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Preliminary Subdivision Plat and Rezone on March 28, 2018, and recommended approval with two conditions for the Preliminary Plat.

MEETING DATE: Monday, April 16, 2018
HEARING LOCATION: Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho
MEETING TIME: 7:00 p.m.

Note: Meeting start time is not necessarily indicative of the start time for review of the application advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine start time for review of application advertised in this notice, 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 883-7022 to get a meeting agenda, further information about the application, the public meeting process and/or to request a meeting with City Staff. Public participants desiring to submit textual materials (excluding petitions) to the decision-making board shall do so at least five (5) calendar working days in advance of the scheduled meeting to the Community Development Department. Additionally, you may obtain further information about the public hearing process and procedures on the City's Website at: *www.ci.moscow.id.us/505/Public-Hearing-Notices*



Laurie M. Hopkins,
Moscow City Clerk

Anne Peterson, Deputy Clerk

Publish: Saturday, March 31, 2018

Attachment: NPH Indian Hills 9 Addition CC 04-16-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

CITY OF MOSCOW
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Hearing Date: April 16, 2018

GENERAL INFORMATION

Hearing Body: City Council

Subject:

1. A proposal for a Preliminary Subdivision Plat of a 21.73 acre area of land to create thirty-two (32) parcels ranging from 7,006 square feet in size to 3.76 acres in size.
2. Rezoning of a 9.32 acre area from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District.

Attachments:

1. Notice of Public Hearing
2. Application for Preliminary Plat
3. Proposed Preliminary Plat materials
4. Application for Rezone
5. Neighborhood Meeting Materials
6. Memo from Bob Buvel, Staff Engineer, dated March 22, 2018

Prepared By: Mike Ray, AICP – Planning Manager

STAFF REVIEW

Proposal: The applicant, Sally Powers, is proposing to subdivide a 21.73 acre area of land generally located east of Main Street and north of Palouse River Drive into thirty-two (32) parcels ranging from 7,006 square feet to 3.76 acres in size. Also included in the proposal is the rezoning of a 9.32 acre area from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District.

Site and Area Land Use: The subject property is currently comprised of property scattered to the west and east of the Indian Hills 8th Addition Subdivision which was platted to accommodate the Campus Crest multi-family development to the center of the subject properties. Campus Crest is a student housing development comprised of 192 dwelling units with common facilities such as a clubhouse, pool, volleyball court, and basketball court. Southview Avenue, Nursery Street, Powers Ave, and Myrtle Street were all platted as part of Indian Hills 8th Addition. Platting of the streets created two parcels associated with the subject property which are adjacent to Main Street. The

larger property east of Nursery Street is the remaining portion of the property owned by Indian Hills Trading Company.

Properties to the southwest of the subject property are primarily commercial and include an auto repair shop, farm implement sales company, and a contractor shop. Properties to south across Palouse River Drive are primarily commercial or institutional and include a church, automobile repair shops, office building, storage units, light manufacturing, and the public health office. To the north of the subject property along Indian Hills Drive are single family dwellings which transition to multi-family dwellings further to the north.

On December 11, 2017, the Board of Adjustment approved a Conditional Use Permit for Palouse Prairie Charter School to be located on a 3.26 acre portion of the subject property east of Nursery Street. Then on December 18, 2017, City Council approved a lot division which divided the subject property east of Nursery Street into two parcels of 3.26 acres and 7.10 acres from the original 10.36 acre property. The Palouse Prairie School property is included within the proposed preliminary plat, but has already been divided and conveyed to the School, which is noted on the plat.

Vicinity Map

Aerial Map

Topography Map – 2 foot contours

The subject property contains areas of moderate sloping topography with several small ridges and valleys. There are no drainage ways or natural features that have been identified upon the subject property.

Comprehensive Plan Land Use Designation:
The portion of the subject property located directly to the east of Main Street is currently designated as Auto-Urban Commercial (AU-C). AU-C designated areas,

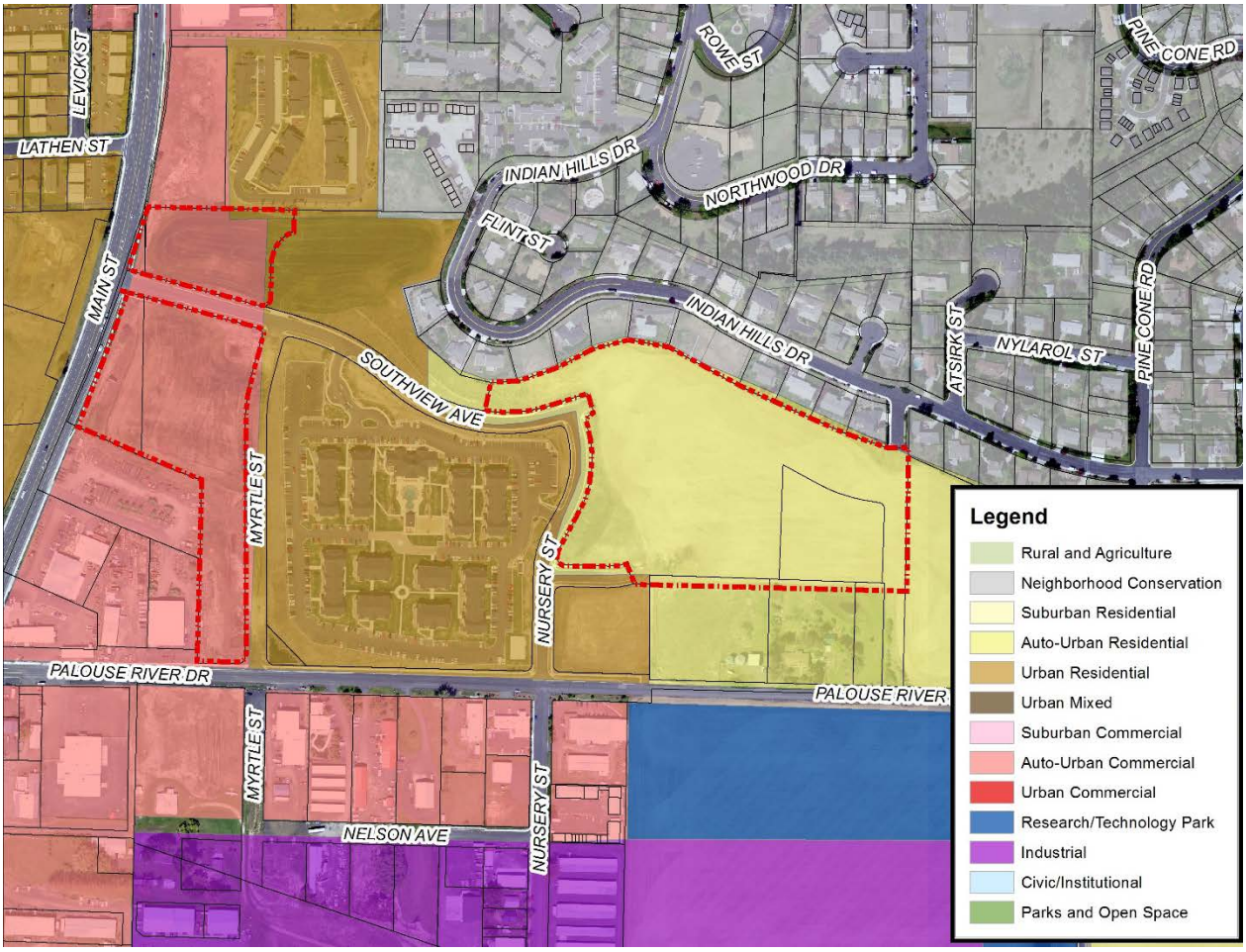
> *"provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB)."*

The subject property to the east of Nursery Street is currently designated by the 2009 Comprehensive Plan as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas,

> *"are those areas generally anticipated to be developed for low to moderate density residential uses at densities between 3 to 7 units per acre which could include a mix of detached single-family, townhome, and limited scale multiple-family residential dwellings subject to appropriate buffer yard requirements and building scale and design standards to ensure compatibility. Manufactured home parks could be appropriately permitted in this district as a conditional use, subject to the review and application of specific, well-articulated standards to ensure their compatibility. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2), and Medium Density Residential (R-3)."*

The subdivisions to the north are currently designated as Neighborhood Conservation (NC). The property which encompasses Campus Crest in the middle is designated as Urban Residential (UR) Properties on the south side of Palouse River Drive are designated as Auto-Urban Commercial (AU-C), which transition to Research/Technology Park to the east of Nursery Street.

Palouse River Drive is currently designated by the Thoroughfare Plan as a minor arterial street and Main Street (HWY 95) is designated as a National Highway. Southview Avenue, Nursery Street, and Myrtle Street are all designated as local neighborhood streets.



Current Comprehensive Plan Land Use Designations

Zoning: The subject property that is adjacent to Main Street (HWY 95) is currently designated as Motor Business (MB), while the property east of Nursery Street is currently designated Farm, Ranch, and Outdoor Recreation (FR). The proposal is to rezone a 9.32 acre area to the east of Nursery Street from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District. The 3.26 acre parcel which was created for Palouse Prairie School will remain within the FR Zone and is not part of the proposed rezone.

The property in the middle of the subject properties that contains the Campus Crest development is currently zoned Multiple Family Residential (R-4). Properties to the south of Palouse River Drive are within the MB Zone and the FR Zone further to the east. The area along Indian Hills Drive to the north is within the Low Density, Single Family Residential (R-1) Zone.

The R-2 Zone is a moderate density residential zone appropriate where the following circumstances are present:

1. *Single family dwellings predominate.*
2. *The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.*
3. *Utilities and other public facilities are adequate for the densities allowed.*

4. *Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.*

The minimum lot size for parcels within the R-2 Zone is 7,000 square feet and the minimum lot width is 60 feet, or 50 feet for lots which are provided rear access from an alley.

The R-3 Zone is intended to,

> *"provide for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan. Uses permitted within the R-3 Zone include single family, two family, twinhome, and townhouse dwellings."*

The minimum lot size for parcels within the R-3 Zone is 6,000 sf for single family dwellings, 7,000 sf for two family dwellings, 3,250 sf for twinhome dwellings, and 2,000 sf for townhouse dwellings. Townhouse lots within the R-3 Zone are allowed to be a minimum of 2,000 sf, but the total density of a townhouse development must not exceed 14.5 dwelling units per acre.

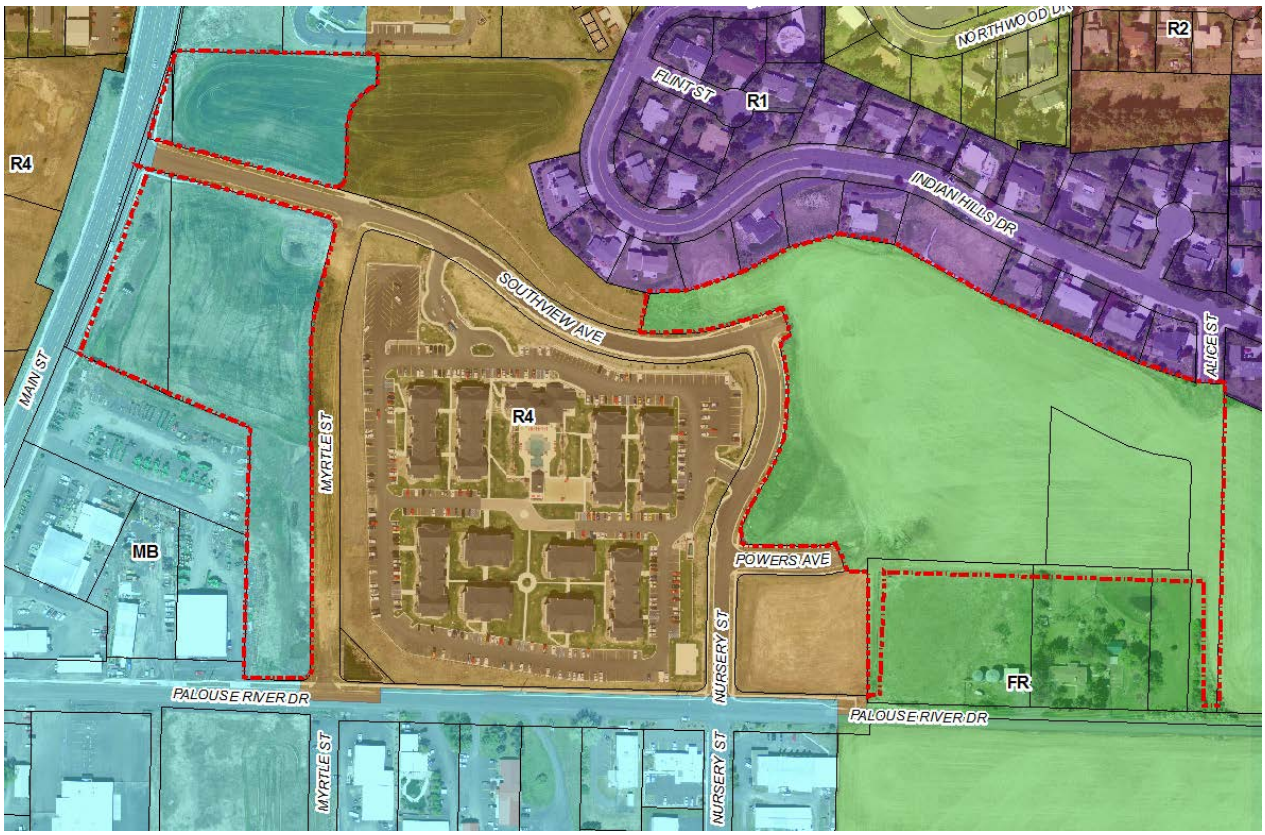
The minimum lot width for parcels within the R-3 Zone is 60 feet for single and two family dwellings, 30 feet for twinhome dwellings, and 20 feet for townhouse dwellings.

The MB Zone is intended to,

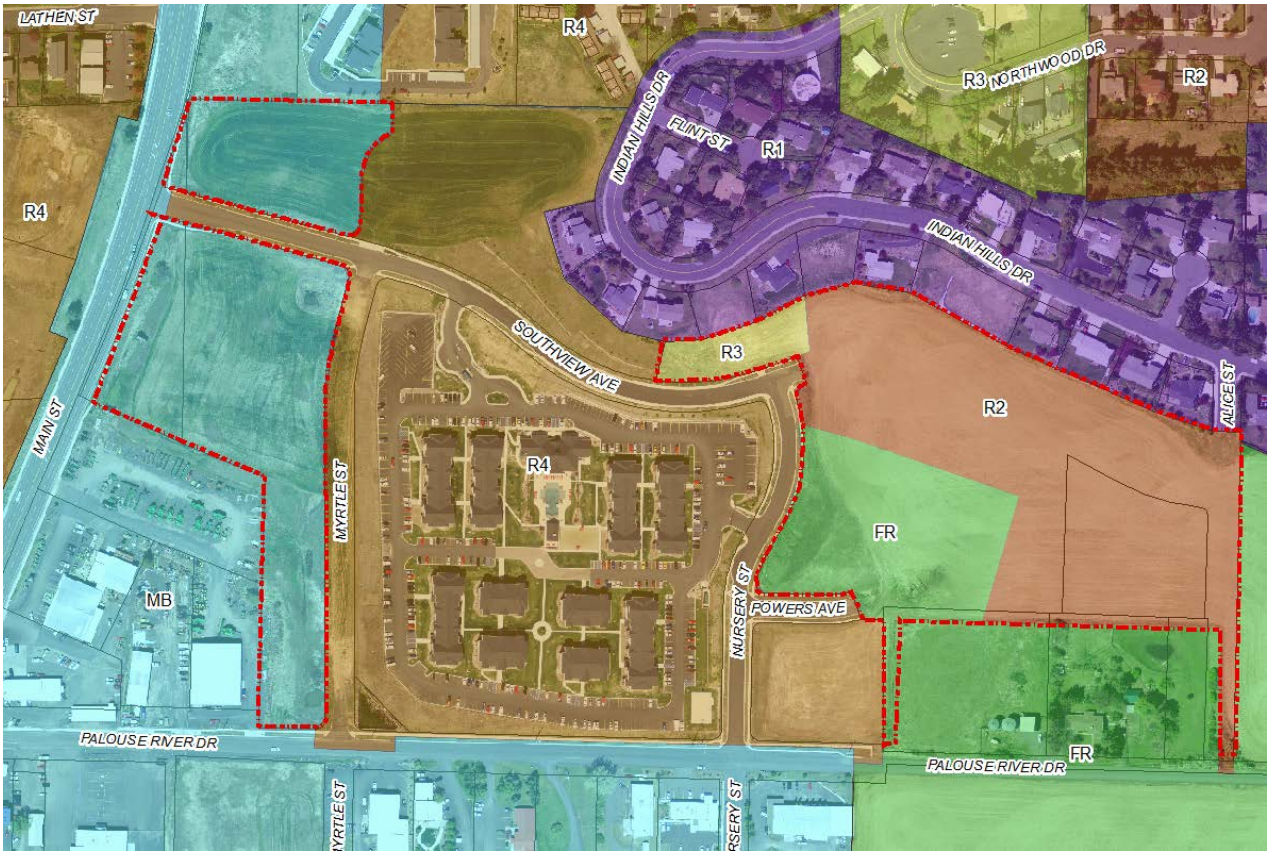
> *"provide for the location and grouping of compatible uses having similar operation as they involve enterprises which depend primarily on the transient motor vehicle-based trade. By concentrating such uses the City intends to increase public convenience when utilizing such services and, within the regulation, to allow such activities to render the maximum service."*

Uses permitted within the MB Zone include retail enterprises, offices, eating and drinking establishments, printing and publishing houses, religious institutions, residential uses, hotels and motels, off-street parking facilities, kennels, storage facilities, laundromats, and light manufacturing.

Attachment: Staff Report (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)



Current Zoning



Proposed Zoning

Preliminary Plat:
The applicant is proposing to subdivide the 21.73 acre area of land into thirty-two (32) parcels ranging from 7,006 square feet to 3.76 acres in size. The portion of the subject property which is currently zoned Motor Business (MB) and is located directly to the east of Main Street is proposed to be divided into four larger parcels ranging from 1.17 acres to 3.76 acres in size.

The subject property to the east of Nursery Street includes the previously divided 3.26 acre parcel for Palouse Prairie Charter School and also includes 3 parcels which are proposed to be zoned R-3 and 25 parcels which are proposed to be zoned R-2. Powers Avenue is proposed to terminate into a cul-de-sac, which was a condition of approval for the Palouse Prairie Charter School lot division. Southview Avenue is proposed to continue to the east where it would intersect with the extension of Alice Street, which is currently stubbed to the subject property from Indian Hills Drive to the north. The applicant had originally proposed that Alice Street extend to the south and terminate with a temporary cul-de-sac that could be extended in the future when the property to the east is developed. The property owner to the east initially expressed concern over having the Alice Street alignment projected into their property, without knowing the future development plans of the property. Since the primary street extension into the property to the east is Southview Avenue, it was discussed with the applicant to terminate Alice Street into a 'T' intersection with Southview Avenue and turn Lot 16 into a flagpole lot in order to reduce the number of cul-de-sacs within the subdivision. The applicant has made that change on the preliminary plat within the packet.

The three proposed parcels in the R-3 Zone range from 9,118 to 10,788 sf in size and all meet the minimum lot size of 6,000 sf for single family and 7,000 sf for two family dwellings. All three parcels meet the minimum lot width of the R-3 Zone as well which is 60 feet. The 25 parcels within the R-2 Zone range from 7,006 to 14,576 sf in size, and all meet the minimum lot size of 7,000 sf and lot width of 60 feet.

There is a 20 ft wide public pedestrian corridor with a pathway that the applicant is proposing be extended from Southview Avenue to the northeast corner of the Palouse Prairie Charter School property.

Water: Water services are proposed to be extended from the existing Southview Avenue/Nursery Street intersection east along the Southview Avenue alignment to the eastern plat boundary. The water main will be looped through Sunny Court and along the southern plat boundary and connected to the existing main in Powers Avenue. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 2.62 million gallons of water per year (28 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 2.62 M gallons/year).

Sanitary Sewer: Sanitary sewer is proposed to be extended from the existing Southview Avenue/Nursery Street intersection east along the Southview Avenue alignment. A sanitary main will also be extended south within Sunny Court and along the southern plat boundary to connect with an existing main in Powers Avenue. Once the required improvements are constructed by the

developer, Public Works has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

Storm Sewer: The storm sewer for the subdivision already exists along the Southview Avenue alignment and will also extended to the other streets within the subdivision. Lot 16 which is proposed to be a flagpole lot will have a paved access road with a storm sewer main running south before heading due west within a 30 ft wide utility easement. The storm sewer main then heads due south as it approaches the Powers Avenue cul-de-sac and then terminates into a stormwater detention pond located in the southeast corner of Lot 1, Block 3 of Indian Hills 8th Addition.

There are also existing storm sewer mains which extend north/south along common lot lines of lots 3/4, 5/6, 7/8, and 9/10 of Block 3 on the north side of Southview Avenue. These lines were originally installed to convey stormwater from the property along Indian Hills Drive since there are no storm sewer mains within Indian Hills Drive.

Access, Streets, Traffic: The subject property to the east of Nursery Street includes the extension of Southview Avenue which is designated as a local neighborhood street. Alice Street will be extended from Indian Hills Drive. Sunny Court will be extended and terminated with a cul-de-sac to serve five lots. Powers Avenue will not continue to the east and will terminate with a cul-de-sac that provides access to Palouse Prairie Charter School. The neighborhood street standard that the streets need to be constructed to includes curbs, gutters, tree lawns, and sidewalks on both sides of the street.

The subject property directly to the east of Main Street (HWY 95) has all the streets platted and constructed which surround it, with the exception of Myrtle Street which is platted but not constructed. There is currently a condition on the Indian Hills 8th Addition development agreement that Myrtle Street shall be constructed prior to any building permits being issued on the subject property to the east of Main Street (HWY 95). This condition is still active and will also be stated within the Indian Hills 9th Addition development agreement and carried through as a condition of the preliminary plat.

Parkland Dedication: As part of the Indian Hills 8th Subdivision which was platted in 2008, Indian Hills Trading Company dedicated a 1.74 acre parcel which was located outside of the Indian Hills 8th Subdivision. The 1.74 acre parcel is within the area that the applicant is now proposing to be platted with Indian Hills 9th Subdivision. The applicant made a request to City Council for a parkland exchange and dedication with the City of Moscow to exchange the previously dedicated 1.74 acre parcel with a new 4.09 acre parcel which is located north of Southview Ave and identified on the map below. On April 2, 2018, City Council approved the proposed parkland exchange. A memo and supporting materials from Dwight Curtis, Parks and Recreation Director, are attached to the Council packet.

Input From Other Agencies:

Engineering Division (Public Works Department)
The Public Works Department has provided comments within an attached memo from Bob Buvel, Staff Engineer, dated March 22, 2018.

Parks and Recreation Department
The Parks and Recreation Department has provided comments within an attached memo from Dwight Curtis, Parks and Recreation Director, dated April 6, 2018.

SUBDIVISION PLAT RELEVANT CRITERIA & STANDARDS:

1. The proposed subdivision is in conformance with all applicable City Code requirements;
2. The proposed subdivision is in general conformance with the Comprehensive Plan;
3. Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision; and
4. The proposed subdivision will not be detrimental to the public health, safety, or general welfare.

REZONE RELEVANT CRITERIA & STANDARDS:

1. The proposed rezone is in consistent with Comprehensive Plan goals, objectives, and implementation actions.
2. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.
3. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.
4. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.
5. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities, and services.

STAFF RECOMMENDATIONS:

The Planning and Zoning Commission conducted a public hearing for this matter on March 28, 2018 and recommended approval of the rezone with no conditions and recommended approval of the preliminary plat with the following two conditions:

1. The applicant shall extend water and sewer mains to the east boundary of the subject property to allow for future development to the east.
2. The recommendation of approval shall be subject to City Council approval of the property exchange and dedication agreement between Indian Hills Trading Company and the City of Moscow regarding parkland for the Indian Hills 8th Addition and the remaining adjacent Indian Hills Trading Company property.

Staff recommends that the Council:

1. Conduct the public hearing upon the proposed Zoning Designations and upon consideration of any testimony presented approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that they be read by title and published by summary.
2. In accordance with the decision upon the Zoning Designation request, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.
3. Conduct the public hearing upon the proposed Preliminary Subdivision Plat and upon consideration of any testimony presented, approve the Preliminary Plat for Indian Hills 9 Addition with the following two (2) conditions:
    i. The applicant shall extend water and sewer mains to the east boundary of the subject property to allow for future development to the east.
    ii. Myrtle Street and all associated underground utilities shall be constructed and accepted by the City prior to the issuance of any building permits on Lots 1, 2, or 3, Block 2, of the proposed Preliminary Subdivision Plat.

4. In accordance with the decision upon the Preliminary Subdivision Plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria with a modification to the conditions to reflect the two (2) conditions recommended by Staff.

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

For City Use Only			
	Date Received	2-9-18	
Dept	Fee Type	Fees	Paid
CD	Application Fee	$775	
	Receipt Number	LUP2018-000	

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:
Name: Sally Powers Telephone: 509.660.0563
Complete Address: 1199 N. Bauer Ritzville, WA 99169
E-Mail: dspowers@sosmail.com Fax:

OWNER: (if other than applicant)
Name: Indian Hills Trading Co. LLC Telephone: 509.660.0563
Complete Address:
E-Mail: dspowers@sosmail.com Fax:

ENGINEER/SURVEYOR:
Name: HEDCO Telephone: 208.798.5422
Complete Address: 528 Bryden Ave., Lewiston, ID 83501
E-Mail: lhammond@turbonet.com Fax:

PROPERTY:
1. Proposed Subdivision Name: Indian Hills 9th Addition
2. Address(es) or Parcel Number(s):
3. Legal Description: *Please attach copy of full description.*
4. Gross area of all land involved: 21.73 acres, and/or _____ sq.ft.
5. Total Net Area of land area exclusive of proposed or existing public street and other public lands: 19.56 acres, and/or _____ square feet.
6. Total number of lots: 28 Average lot size: 10,000 sf.
7. Existing Zoning of subject property: AF

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY
Oversizing of utilities will not be eligible for reimbursement from the City unless a written request is submitted to the City Engineer prior to approval of the project construction drawings and a written approval of such request is issued by the City Engineer.

Attachment: Preliminary Plat Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

PROJECT DESCRIPTION:

Please describe the concept of the proposed subdivision and approximate percentage (%) of each proposed new land use, i.e. 75% single family residential; 20% multi-family; 5% commercial. Also include any proposed park land and the acreage:

43% Motor Business (Commercial)
.03% MF.
56.97 SFR.

PRELIMINARY PLAT CHECKLIST:

✓ 1. Subdivision name
✓ 2. Location: Section, Township, Range
✓ 3. Subdivider's name & address
✓ 4. Engineer/surveyor name & address
____ 5. Date of subdivision
____ 6. Reference to adjoining subdivisions with names
____ 7. North arrow
____ 8. Scale, not less than 1 in. = 60 ft.
____ 9. Existing and proposed right-of-way or public tracts with widths and names
____ 10. Lot and block layout with numbering and dimensions
____ 11. Existing zoning designation, or proposed if a rezone is requested
____ 12. All existing and proposed easements of record stating width and purpose
____ 13. Location of any existing open spaces or permanent structures
____ 14. General layout of sewer and water utilities
____ 15. Proposed phasing, if any
____ 16. Acreage breakdown with gross and net (less right-of-way)
____ 17. Plan/profile of proposed street grades
____ 18. Existing Topography*
____ 18. Proposed finished grading plan*
____ 19. Location of any delineated wetlands and/or water bodies and, if applicable, the floodway and 100-year floodplain (BFE data must be included if the plat is ≥5 acres or ≥50 lots)
____ 20. Vicinity sketch

*5' max. contour interval, except for slopes >50% may have 10' interval) Areas with existing slopes ≥ 20% shall be shaded or clearly indicated on the plans.

SUBMITTAL:

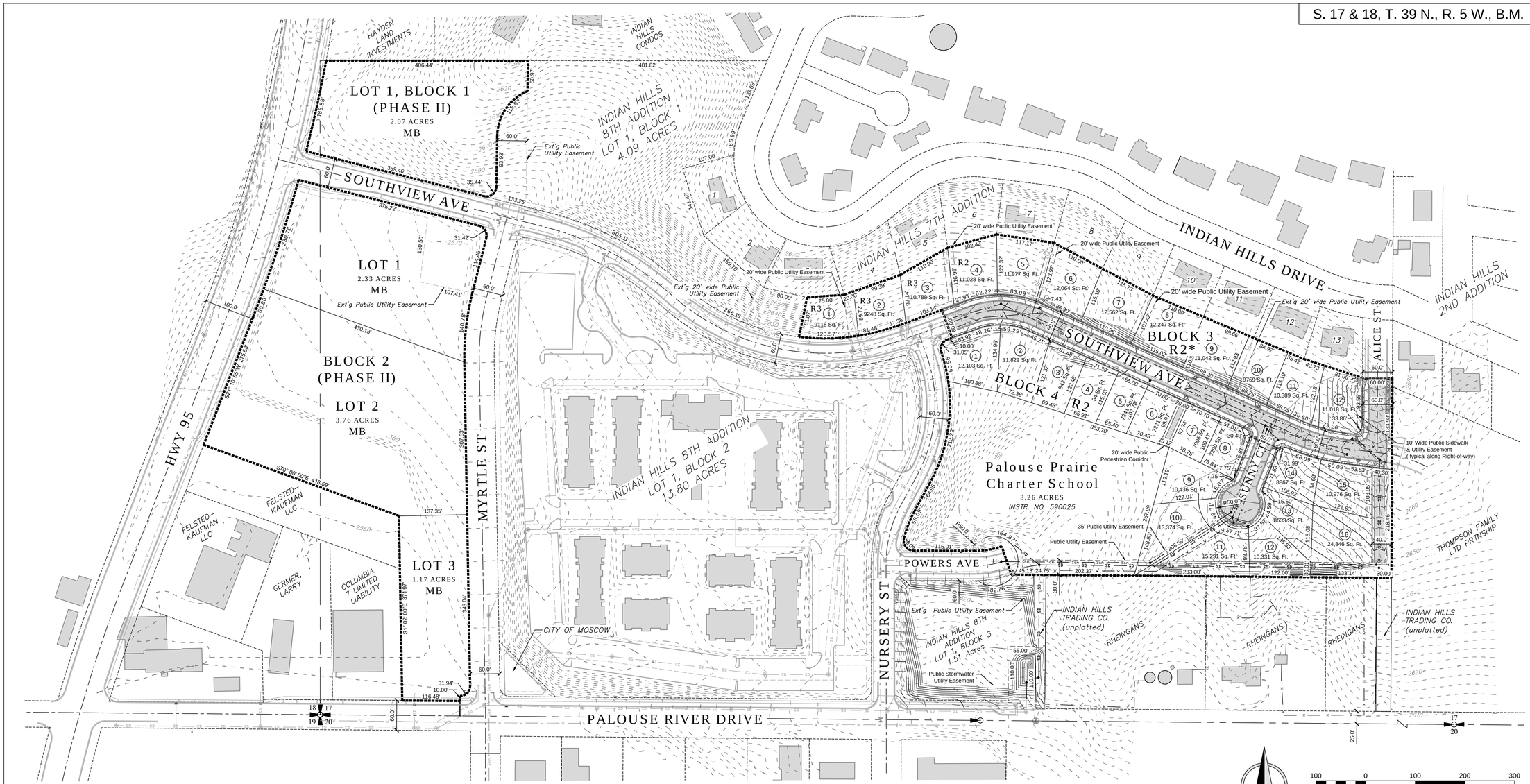
A Subdivision application is made by submitting the following information to the Community Development Department:

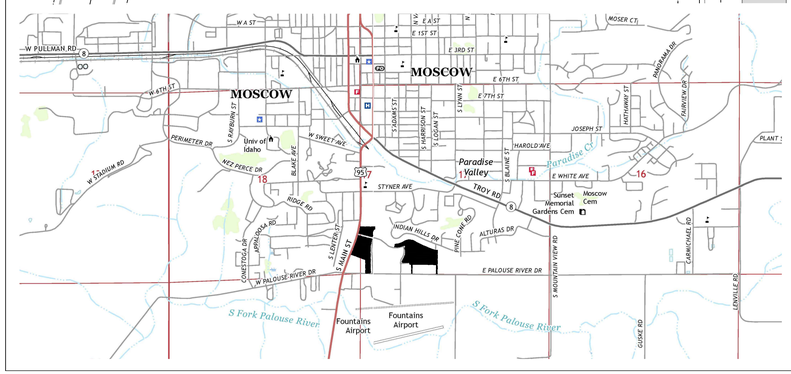
- Completed application.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

DocuSigned by:
Sally Powers
7BB347427F79431...
Applicant's Signature — Date: 2/12/2018

Property Owner's Signature (if different) — Date

S. 17 & 18, T. 39 N., R. 5 W., B.M.





Scale: 1" = 100' (24"X36" sheet)
Scale: 1" = 200' (11"x17" sheet)

21.73 Acres Gross
19.56 Acres Net (less right-of-way)

Sub-divider:
Indian Hills trading Company
P.O. Box 106
Ritzville, WA 99169-0106

REV	DATE	REVISION DESCRIPTION	CHECKED	APPD.
A	03-23-18	Revised as per city review comments dated 03/09/2018		

REGISTERED PROFESSIONAL ENGINEER • LAND SURVEYOR
#2102
STATE OF IDAHO
JOHN SHAMMO

SCALE 1"=100'	SHEET SIZE D		
DRAWN BY MEE	CHECKED BY JSH		
DATE 02-09-18	JOB # 1722		
SHEET 1			
DRAWING # 1722-PP1			

INDIAN HILLS 9TH ADDITION
PRELIMINARY PLAT
INDIAN HILLS TRADING COMPANY, LLC
MOSCOW, IDAHO

HEDCO
HAMMOND ENGINEERING & DEVELOPMENT CO.
528 BRYDEN AVENUE LEWISTON, IDAHO 83501
(208) 798-5422

SHEET
PP1

Attachment: Preliminary Plat Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

LUP2018-

RECEIVED

FEB 16 2018

City of Moscow

COPY

February 12, 2018

Attachment: Preliminary Plat Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Public Utility Easement

For the benefit of Indian Hills Trading Co., LLC (as shown on Exhibit "A") located in the Southwest quarter of Section 17, T. 39N., R. 5W., B.M., the Grantor, Palouse Prairie Charter School, ("Grantor"), for mutual benefits and good consideration, the receipt of which is hereby acknowledged, does hereby grant a perpetual easement for access, on, over, along and across the following real property (the "Easement Area"):

A 30.0 feet wide Public Utility Easement located in the Southwest quarter of Section 17, T. 39N., R. 5W. , B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S89°30'24"E 1441.13 feet to a 2" aluminum centerline monument; thence N00°29'36"E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N01°00'54"W 254.36 feet along the easterly line of said Lot 1, Block 3 to the Northeasterly corner of said lot and the TRUE POINT OF BEGINNING for this description;

thence continuing along said Lot boundary N89°39'56"W 45.13 feet to a point on the southerly right-of-way line of Powers Avenue:

thence continuing along said right-of-way line N18°37'11"W 31.88 feet to a point on the northerly line of said 30.0 feet wide Public Utility Easement;

thence continuing along said Easement line S89°30'24"E 265.81 feet to a point on the easterly boundary of the Palouse Prairie Charter School 3.26 Acre Parcel, Record No. 590025;

thence continuing S15°11'59"W 31.02 feet along said boundary line to the Southeast corner of said School Parcel;

thence N89°30'24"W 202.37 feet along the southerly boundary of said School Parcel to the TRUE POINT OF BEGINNING.

The granting of this Easement shall be subject to the following:

1. **PURPOSE**: The rights granted herein shall include the right to construct, reconstruct, maintain, upgrade and repair public utilities under, on, over, along and across the Easement Area;

Appl Compl

2. **GRANTOR'S USE OF THE PROPERTY**: Grantor reserves the right to use and enjoy the Easement, to the extent that such use does not conflict or interfere with the rights granted herein. Grantor shall not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that may interfere with the operation of the Public Utility Easement or that are not in compliance with all safety and building codes, regulations and law.

3. **GRANTOR'S WARRANTY**: Grantor warrants and represents that Grantor has the right to grant this easement and the rights described herein.

4. **SUCCESSORS AND ASSIGNS**: The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this 13 day of February, 2018.

GRANTOR:

Palouse Prairie Charter School

By: Amy Ball

Title: Board Chair

STATE OF Idaho)

COUNTY OF Latah)

On this day personally appeared before me Amy Ball the individuals described in and who executed the within and forgoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and did for the purposes therein mentioned.

Megan Hansen
Signature

Megan Hansen
Print Name

MEGAN HANSEN NOTARY PUBLIC STATE OF IDAHO

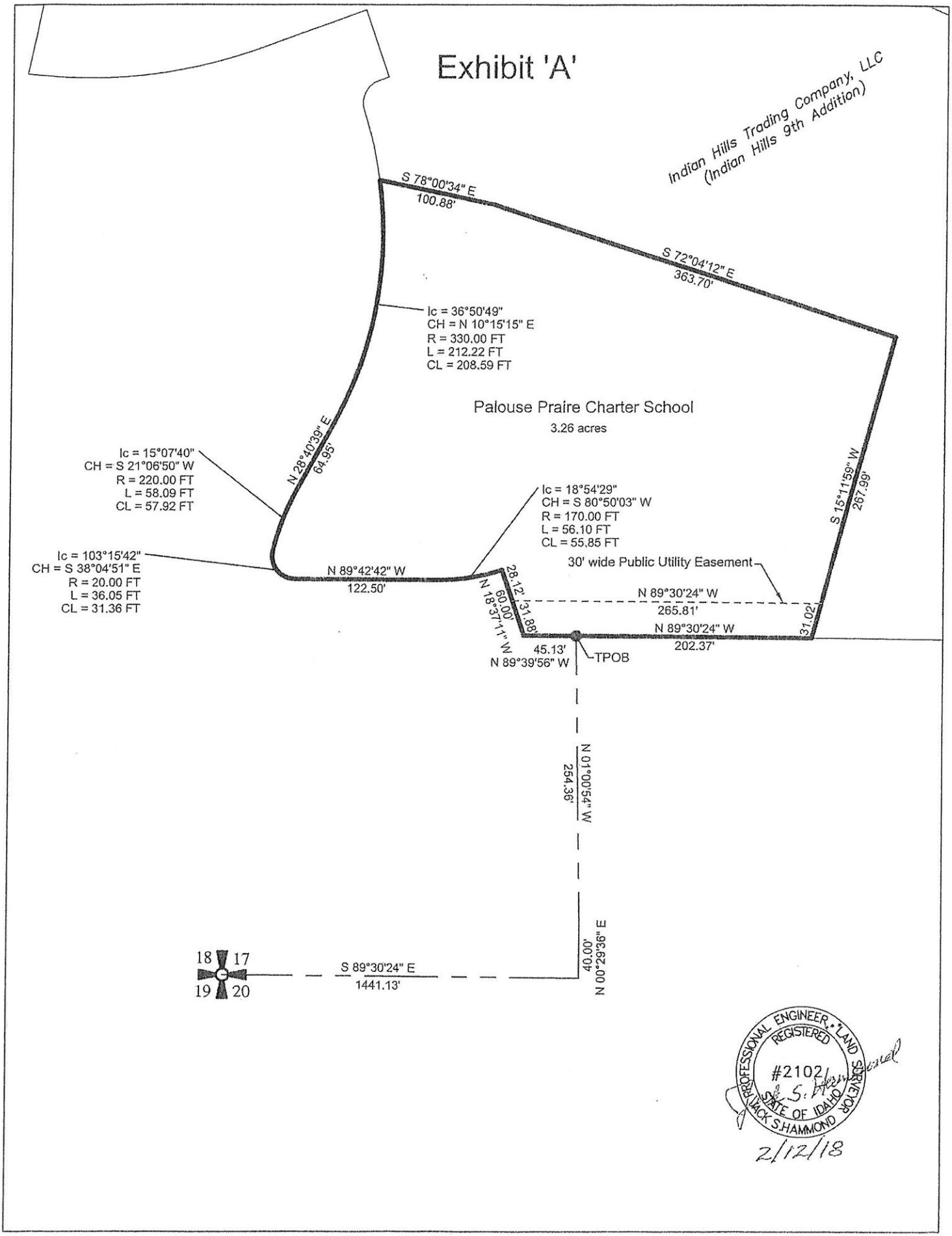
Notary Public for the State of Idaho

Residing at 405 S Washington

My Commission Expires 9-23-21

Attachment: Preliminary Plat Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Exhibit 'A'



Attachment: Preliminary Plat Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

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

For City Use Only			
	Date Received	2-9-18	
Dept	Fee Type	Fees	Paid
CD	Application Fee	$770	
	Receipt Number	LUP20180004	

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. **Applicant**
   Name: Indian Hills Trading Co., LLC Telephone: 509.660.0563
   Dave and Sally Powers
   (home address)

   Relationship to affected property (please check one):
   Owner [X] Purchaser [ ] Lessee [ ] Other [ ] (explain below)

2. **Owner of Affected Property** (if other than applicant)
   Name: _____ Telephone: _____
   (home address)

3. **Location of Affected Property**: South Moscow
   Legal Description: Attached. _____ _____
   (subdivision) (block) (lot)

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

INFORMATION ON REQUESTED REZONE

4. **Proposal**: The applicant requests a rezone on the above-described property as follows:
   From: AF (current zoning) to: R-3 (3 lots) & R-2 (proposed zoning)

5. **Reason**: Applicant requests a rezone for the following reason(s): AF to MB (see pg. 2)
   AF to R-3 (3 lots) and R-2 28

Attachment: Rezone Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

6. Before the Moscow Planning and Zoning Commission can approve a zoning amendment request, the Commission must first make findings of compliance with the following five Relevant Criteria and Standards. Please indicate in the spaces provided below what you believe to be justification showing compliance with each item:

   A. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.

   _____

   _____

   _____

   _____

   B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

   _____

   _____

   _____

   _____

   C. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.

   _____

   _____

   _____

   _____

   D. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.

   _____

   _____

   _____

   _____

   E. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services.

   _____

   _____

   _____

   _____

Notification: The Idaho Code requires that all property owners located within 300 feet of the affected property receive notification of the public hearing to be conducted by the Planning and Zoning Commission regarding any rezone request.

The Planning and Zoning Commission shall have the authority to require any additional information they consider necessary to render a fair decision and recommendation on a rezone request. The Commission may recommend and the City Council may require additional conditions and limitations as specified in Section 4-9-3C of the Moscow Code.

Attachment: Rezone Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Application for Zoning Amendment Page 2

AF - R3 - R2

6. A. The proposed rezone is consistent with the comprehensive plan goals, objectives and implementation actions:

Yes, Indian Hills 9th Addition is a natural and long anticipated extension of Southview Ave. to the east. This subdivision does not promote sprawl and is I compliance with the existing plans. The change of zone from AF to R-3, across from The Grove multifamily housing development would allow for a denser use for the three lots directly across Southview as well as a smaller set back from the street. These are also very steep lots. The R-3 zone for those three lots will lend to the transition from R-4 to R-2 as proposed for the rest of the subdivision. The R-2 lots for the balance of the subdivision allows for smaller set backs from lot boundaries allowing for more flexibility to site home with the rolling terrain.

B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

Yes, Indian Hills 9th addition will allow for improved connectivity with the future connection of Alice Street. The owners have proposed moving a temporary siting of their park land dedication to an area that will allow a city desired edible garden concept on a perfectly situated site with direct southern exposure.

C. The uses expected to occur because of the rezone will be compatible with the surrounding area.

Yes, the land to the north is currently zoned large lot single-family zone and the R-2 zone for most of the proposed subdivision allows for more single family lots in a market desperately in need of new construction, but also provides for large lots that lie adjacent o the larger lots with a lesser zone to allow for more flexibility in siting the homes. These lots are close to the University of Idaho and walkable to the city center. The subdivision will also lie adjacent to a proposed Charter School and the plans provides for connectivity for walking for area students.

D. The size, type and density of development expected to occur because of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.

Yes, this subdivision allows for greater connectivity for emergency services should a need arise. Southview's extension to the east connects to Alice will access to Indian Hills Drive. It is unlikely others would use this as a short cut to the eastside as many other more direct routes are already available and established. This subdivision would be considered infill, not sprawl as it is in the already annexed portion of the city limits.

E. The size, type and density of development expected to occur because of the rezone can be adequately served by existing transportation network, public facilities and services.

6. A. The proposed rezone is consistent with the comprehensive plan goals, objectives and implementation actions:

Yes, the proposed Motor Business Lots are consistent with the plans, goals and objective because, the land lies adjacent to Highway 95 South. These lots are currently underused land within the city of Moscow. Allowing for the MB zoned lots to be available to the Moscow Market will enhance the southern entrance to Moscow by providing for an opportunity for larger retail uses.

B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

Yes, the zone change from AF to MB for the commercial lots is logical and orderly land uses as the adjacent properties north, south and west are commercial uses.

C. The uses expected to occur because of the rezone will be compatible with the surrounding area.

The proposed MB lots are compatible with surrounding areas.

D. The size, type and density of development expected to occur because of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.

Yes, this subdivision allows for greater connectivity for emergency services should a need arise. Southview's extension to the east connects to Alice will access to Indian Hills Drive. It is unlikely others would use this as a short cut to the eastside as many other more direct routes are already available and established. This subdivision would be considered infill, not sprawl as it is in the already annexed portion of the city limits. The MB proposed lots are necessary to connect the uses on 3 of the 4 sides of the property.

E. The size, type and density of development expected to occur because of the rezone can be adequately served by existing transportation network, public facilities and services.

Yes. This site has all necessary utilities ready to extend to the east. Many, if not all the services that area necessary for the development of the proposed Motor Business Lots are already in place for the use of these lots. The sewer was extended through the future Nursery when The Grove as developed. The stage zoning of the entire subdivision works to move from one use to another in incremental stages from SFR to R4 and R1-R2 neighbors are a compatible fit.

Attachment: Rezone Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

All questions addressed on this application and the application itself must be filed with the Moscow City Planner at least twenty-one (21) days prior to the hearing date. The applicant will be notified by the City as to the time and place of the hearing pertaining to this application. The applicant or his/her duly-appointed representative must be present at the public hearings held before both the Planning & Zoning Commission and the City Council.

The following materials must be included with this application:

1. A filing fee of $770.00
2. If a legal description of the affected property is given by Metes and Bounds, a separate sheet containing that description.

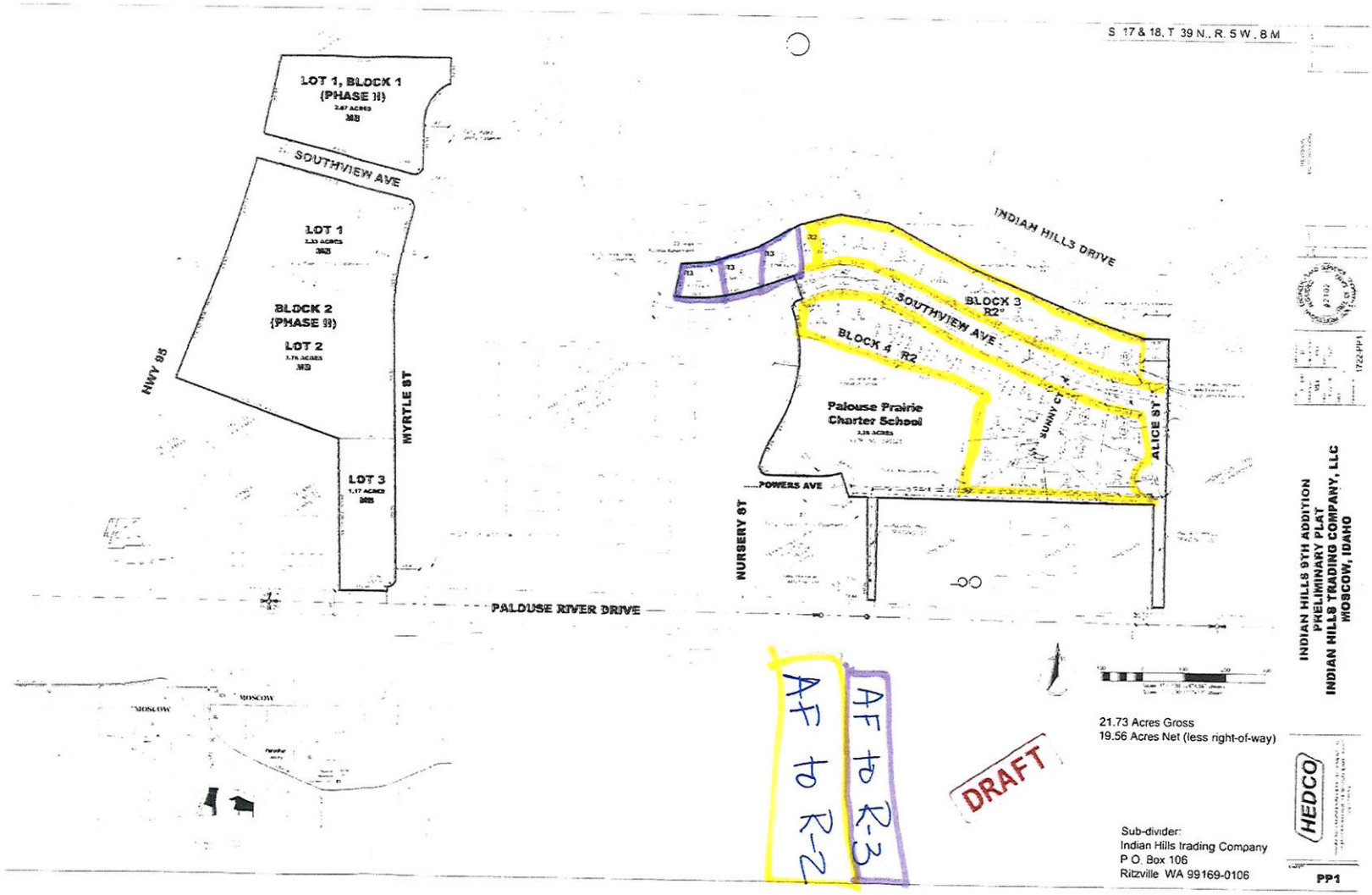
Sally M. Powers
Applicant's Signature
Manager IHTC

February 7, 2018
Date

Property Owner's Signature

Date

Attachment: Rezone Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)


S 17 & 18, T 39 N., R. 5 W., B.M.
LOT 1, BLOCK 1
(PHASE II)
SOUTHVIEW AVE
LOT 1
BLOCK 2
(PHASE II)
LOT 2
LOT 3
HWY 95
MYRTLE ST
PALOUSE RIVER DRIVE
INDIAN HILLS DRIVE
BLOCK 3
R2
SOUTHVIEW AVE
BLOCK 4 R2
Palouse Prairie
Charter School
SUNNY CT
ALICE ST
POWERS AVE
NURSERY ST
AF to R-2
AF to R-3
DRAFT
21.73 Acres Gross
19.56 Acres Net (less right-of-way)
Sub-divider:
Indian Hills Trading Company
P.O. Box 106
Ritzville WA 99169-0106
HEDCO
PP1
INDIAN HILLS 9TH ADDITION
PRELIMINARY PLAT
INDIAN HILLS TRADING COMPANY, LLC
MOSCOW, IDAHO

HEDCO, Inc.

528 Bryden Avenue
Lewiston, ID 83501
(208) 798-5422 Office
(208) 798-5422 Fax

February 19, 2018

Indian Hills Trading Company, R2 Rezone Boundary

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows;

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89˚30'24" E 1441.13 feet to a 2" aluminum centerline monument; thence N 00˚29'36" E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N 1˚00'54" W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence continuing along said boundary N 89˚39'56" W 45.13 feet to a point on the southerly right-of-way line of Powers Avenue; thence continuing along said boundary N 18˚37'11" W 60.00 feet to a point on the northerly right-of-way line of said Powers Avenue; thence continuing 56.10 feet along said boundary line which is a curve to the right having a central angle of 18˚54'29", a radius of 170.00 feet, and a chord length of 55.85 feet bearing S 80˚50'03" W; thence continuing along said boundary line N 89˚42'42" W 122.50 feet; thence continuing 36.05 feet along said boundary line which is a curve to the right having a central angle of 103˚15'42", a radius of 20.00 feet, and a chord length of 31.36 feet bearing N 38˚04'51" W; thence continuing 58.09 feet along said boundary line, also being the easterly right-of-way line of Nursery Street, which is a curve to the right having a central angle of 15˚07'40", a radius of 220.00 feet, and a chord length of 57.92 feet bearing N 21˚06'50" E; thence continuing along said boundary line N 28˚40'39" E 64.95 feet; thence continuing 212.22 feet along said boundary line which is a curve to the left having a central angle of 36˚50'49", a radius of 330.00 feet, and a chord length of 208.58 feet bearing N 10˚15'17" E to a point and THE TRUE POINT OF BEGINNING for this description;

thence S 81°49'54" W 30.00 feet to a point on the centerline of Nursery Street;

thence continuing along said centerline 60.49 feet which is a curve to the left having a central angle of 11°33'06", a radius of 300.00 feet, and a chord length of 60.38 feet bearing N 13°56'43" W;

thence continuing along said street centerline N 19°43'17" W 43.66 feet to the centerline intersection with Southview Avenue;

thence continuing along said centerline of Southview Avenue N 70°16'43" E 85.88 feet;

thence N 19°43'17" W 30.00 feet to a point on the northerly right-of-way line of Southview Avenue;

thence N 6°25'08" W 116.96 feet to a point on the southerly boundary of Indian Hills 7th Addition;

thence continuing along said boundary line N 74°38'16" E 102.42 feet;

thence continuing along said boundary line S 81°30'21" E 117.17 feet;

thence continuing along said boundary line S 61°56’24” E 225.73 feet;

thence continuing along said boundary line S 67°12’04” E 330.00 feet;

thence continuing along said boundary line S 72°09’24” E 123.79 feet to a point on the westerly right-of-way line of Alice Street;

thence continuing along said boundary line S 89°43’04” E 60.00 feet to a point on the westerly boundary line of Indian Hills 2nd Addition and the easterly right-of-way line of Alice Street;

thence S 00°16’56” W 671.71 feet along the easterly boundary line of the Indian Hills Trading Company, LLC Parcel to a point on the northerly right-of-way line of Palouse River Drive, also being 25 feet north of the Section Line;

thence continuing along said right-of-way line N 89°30’24” W 30.00 feet;

thence N 00°16’56” E 269.28 feet to a point on the southerly boundary line of the Indian Hills Trading Company, LLC parcel;

thence N 89˚30’24” W 488.14 feet along the southern boundary of said parcel to the southeasterly corner of Palouse Prairie Charter School Parcel, Instr. No. 590025;

thence continuing along said boundary line N 15°11’59” E 267.98 feet;

thence continuing along said boundary line N 72°04’12” W 363.70 feet;

thence continuing along said boundary line N 78°00’34” W 100.88 feet to a point on the easterly right-of-way line of Nursery Street and the TRUE POINT OF BEGINNING.

Said R2 tract contains 8.43 acres ±

Attachment: Rezone Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

HEDCO, Inc.

528 Bryden Avenue
Lewiston, ID 83501
(208) 798-5422 Office
(208) 798-5422 Fax

February 19, 2018

Indian Hills Trading Company, R3 Rezone Boundary

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows;

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89˚30'24" E 1441.13 feet to a 2" aluminum centerline monument; thence N 00˚29'36" E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N 1˚00'54" W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence continuing along said boundary N 89˚39'56" W 45.13 feet to a point on the southerly right-of-way line of Powers Avenue; thence continuing along said boundary N 18˚37'11" W 60.00 feet to a point on the northerly right-of-way line of said Powers Avenue; thence continuing 56.10 feet along said boundary line which is a curve to the right having a central angle of 18˚54'29", a radius of 170.00 feet, and a chord length of 55.85 feet bearing S 80˚50'03" W; thence continuing along said boundary line N 89˚42'42" W 122.50 feet; thence continuing 36.05 feet along said boundary line which is a curve to the right having a central angle of 103˚15'42", a radius of 20.00 feet, and a chord length of 31.36 feet bearing N 38˚04'51" W; thence continuing 58.09 feet along said boundary line, also being the easterly right-of-way line of Nursery Street, which is a curve to the right having a central angle of 15˚07'40", a radius of 220.00 feet, and a chord length of 57.92 feet bearing N 21˚06'50" E; thence continuing along said boundary line N 28˚40'39" E 64.95 feet; thence continuing 212.22 feet along said boundary line which is a curve to the left having a central angle of 36˚50'49", a radius of 330.00 feet, and a chord length of 208.58 feet bearing N 10˚15'17" E; thence S 81°49'54" W 30.00 feet to a point on the centerline of Nursery Street; thence continuing along said centerline 60.49 feet which is a curve to the left having a central angle of 11°33'06", a radius of 300.00 feet, and a chord length of 60.38 feet bearing N 13°56'43" W; thence continuing along said street centerline N 19°43'17" W 43.66 feet to the centerline intersection with Southview Avenue and THE TRUE POINT OF BEGINNING for this description;

thence continuing along said centerline of Southview Avenue S 70°16'43" W 34.61 feet;

thence continuing along said centerline 215.98 feet which is a curve to the right having a central angle of 26°36'47", a radius of 465.00 feet, and a chord length of 214.05 feet bearing S 83°35'07" W;

thence N 6°53'30" E 30.00 feet to a point on the northerly right-of-way line of Southview Avenue, also being a point on the easterly boundary line of Indian Hills 8th Addition;

thence continuing along said boundary line N 11°46'11" E 81.07 feet to a point on the southerly boundary line of Indian Hills 7th Addition;

thence continuing along said boundary line N 85°57'42" E 75.00 feet;

thence continuing along said boundary line N 70°24'43" E 119.39 feet;

Attachment: Rezone Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

thence continuing along said boundary line N 60°14’56” E 110.00 feet;

thence S 6°25’08” E 116.96 feet to a point on the northerly right-of-way line of Southview Avenue;

thence S 19°43’17” E 30.00 feet to a point on the centerline of said Southview Avenue;

thence continuing along said centerline S 70°16’43” W 85.88 feet to the TRUE POINT OF BEGINNING.

Said R3 tract contains 0.89 acres ±

Attachment: Rezone Application (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

PALOUSE COMMERCIAL
REAL ESTATE

(208) 882-3800
213 S. Main Street, Moscow, ID 83843
102 W Main Street Suite #9, Pullman, WA 99163
www.palousecommercial.com

January 22, 2018

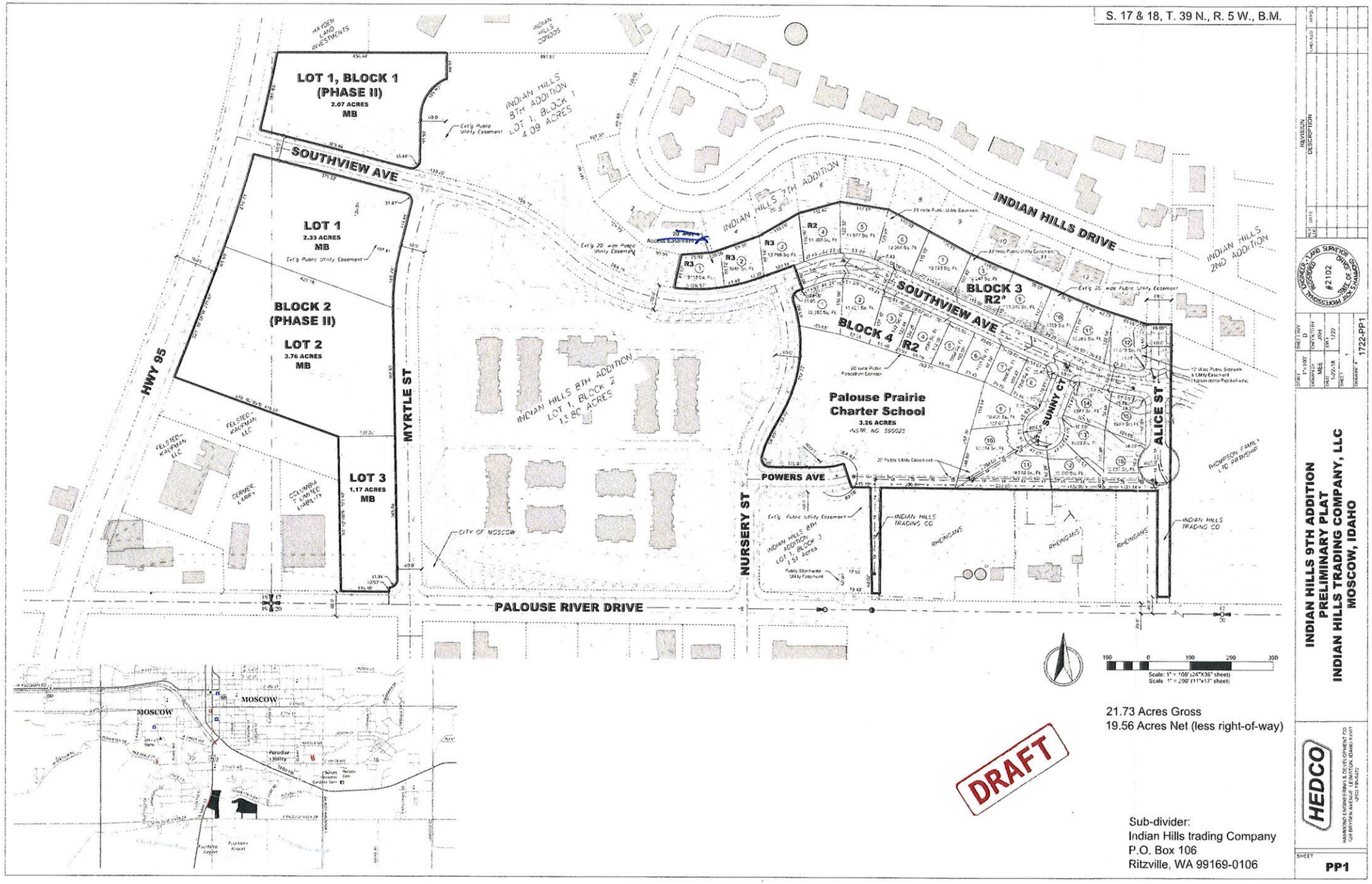
Dear Neighbor,

Indian Hills Trading Company, LLC and I would like to invite you to a Neighborhood Meeting to discuss a proposed new subdivision plat for the extension of Southview Ave to the east of Nursery Street, as shown on the preliminary plan, attached herewith.

The developers will be in attendance to present and answer any questions you may have regarding the projected development on Wednesday, February 7, 2018 from 5-6 pm. The meeting will be held at the office of Palouse Commercial Real Estate at 213 South Main Street in Moscow. We hope to see you there.

Respectfully submitted,

Shelley L. Bennett
Commercial Broker



Attachment: Neighborhood Meeting Materials (1702 : Public Hearing: Indian Hills 9 Addition Preliminary

ABENDROTH, LANCE R
846 NYLAROL ST
MOSCOW ID 83843

AHMED ARAJI LIVING TRUST
746 INDIAN HILLS DR
MOSCOW ID 83843

ANDERSON, BARBARA J
1197 LYON RD
MOSCOW ID 83843

ANDERSON, SHARON M
605 INDIAN HILLS DR APT 15
MOSCOW ID 83843

ANN HEBER INVESTMENTS LLC
621 BRITTON LN
MOSCOW ID 83843

ATLAS SAND AND ROCK
4201 SNAKE RIVER AVE
LEWISTON ID 83843

BAER, JASON L
605 INDIAN HILLS DR APT 9
MOSCOW ID 83843

BALDWIN, RONALD F
1721 ATSIRK ST
MOSCOW ID 83843

BALLARD, BENJAMIN
818 INDIAN HILLS DR
MOSCOW ID 83843

B-C MARTS LLC
2279 ARBORCREST
MOSCOW ID 83843

BELL LIVING TRUST
120 FLINT ST
MOSCOW ID 83843

BENNETT 1978 FAMILY TRUST
1020 E PALOUSE RIVER DR
MOSCOW ID 83843

BENSEN FAMILY TRUST
PO BOX 1851
SANDPOINT ID 83843

BERG ENTERPRISES LLC
PO BOX 9371
MOSCOW ID 83843

BLUE, DAVID D
786 INDIAN HILLS DR
MOSCOW ID 83843

BLUM, LARA KLH
PO BOX 9780
MOSCOW ID 83843

BOHNA, JO ANN
1020 E F ST
MOSCOW ID 83843

BOONE, EMILY K
605 INDIAN HILLS DR APT 7
MOSCOW ID 83843

BOUGHTON FAMILY TRUST
318 23RD ST
SANTA MONICA CA 83843

BOUNDRY CREEK LLC
676 W PULLMAN RD #302
MOSCOW ID 83843

BRADLEY, MICHAEL FRANCIS
810 NW PALOUSE VIEW
PULLMAN WA 83843

BRENNAN PROPERTIES LLC
PO BOX 9404
MOSCOW ID 83843

BRENTON, KENDALL J
114 ARROW ST
MOSCOW ID 83843

BRINKERHOFF, DOUGLAS W
611 NORTHWOOD DR
MOSCOW ID 83843

BRISCOE, BRANDON
787 INDIAN HILLS DR
MOSCOW ID 83843

BROWN, ROBERT
605 INDIAN HILLS DR # 14
MOSCOW ID 83843

BROWN, TWILA M
653 INDIAN HILLS DRIVE
MOSCOW ID 83843

CALENE, JACOB B
736 INDIAN HILLS DR
MOSCOW ID 83843

CAMPUS CREST AT MOSCOW LLC
640 W SOUTH LAKE BLVD
SOUTH LAKE TX 83843

CARLSON, ALBERT H
507 NORTHWOOD DR
MOSCOW ID 83843

CARSCALLEN, VERN W JR
PO BOX 398
DILLINGHAM AK 83843

CARTER, BRUCE
1926 S MAIN ST
MOSCOW ID 83843

CHANDLER, LA VERN LEWIS 50%
4600 ROBINSON PARK RD #331
MOSCOW ID 83843

CHINESE VILLAGE INC
1209 E E ST
MOSCOW ID 83843

CHRISTOPHERSEN, KJELL
PO BOX 9780
MOSCOW ID 83843

CHURCH, CHURCH OF GOD
510 NORTHWOOD DR
MOSCOW ID 83843

CLEVENGER, RETT W
3240 BIG SPRUCE WAY
PARK CITY UT 83843

COFFMAN, RICHARD
117 FLINT ST
MOSCOW ID 83843

COLUMBIA 7 LIMITED LIABILITY
2985 MAYFAIR RIDGE
LEWISTON ID 83843

COURTRIGHT, LORI G
207 W LATHEN ST APT D
MOSCOW ID 83843

CREEKSIDE PROPERTIES LP
8585 WOODVINE DRIVE #200
HAYDEN ID 83843

CRON, MARK W
26005 SE 230TH ST
MAPLE VALLEY WA 83843

CURTIS, GAVIN
2006 S MAIN
MOSCOW ID 83843

DAHL, DENIS R
1380 LUNDQUIST LANE
MOSCOW ID 83843

DAHLINGER, PATRICK J
551 NORTHWOOD DRIVE
MOSCOW ID 83843

DAVIS, ANA KATHLEEN FODOR
605 INDIAN HILLS DR #19
MOSCOW ID 83843

DAVIS, MARIETTA TRUST
PO BOX 9780
MOSCOW ID 83843

DE MEERLEER, JEFF
215 E PALOUSE RIVER DRIVE
MOSCOW ID 83843

DYRE, BRIAN P
677 INDIAN HILLS DRIVE
MOSCOW ID 83843

EASTVIEW LLC
PO BOX 9009
MOSCOW ID 83843

EISINGER, JEFFERY C
PO BOX 8369
MOSCOW ID 83843

FARLEY, GERALD L
2220 NURSERY ST
MOSCOW ID 83843

FELSTED & KAUFMAN LLC
2985 MAYFAIR RIDGE
LEWISTON ID 83843

FICCA, JOHN A
3422 FOOTHILL ROAD
MOSCOW ID 83843

FLYNN, JASON A
813 INDIAN HILLS DRIVE
MOSCOW ID 83843

FOUNTAIN, STEVEN J
2020 S MAIN ST
MOSCOW ID 83843

GAYLER, RICHARD J
839 NYLAROL ST
MOSCOW ID 83843

GERMER, LARRY
PO BOX 10003
MOSCOW ID 83843

GOLIS CONSTRUCTION INC
320 NELSON AVE
MOSCOW ID 83843

HACKER, STEVEN
776 INDIAN HILLS DR
MOSCOW ID 83843

HAGGERTY, ROBERT J
605 INDIAN HILLS DR APT 13
MOSCOW ID 83843

HALLOCK, DAVID D
119 FLINT ST
MOSCOW ID 83843

HANNON, JEFFREY E
1715 ATSIRK ST
MOSCOW ID 83843

HAYDEN LAND INVESTMENTS
8585 WOODVINE DRIVE #200
HAYDEN ID 83843

HELBLING, SAVANNAH
805 INDIAN HILLS DR
MOSCOW ID 83843

HENDRIX, BETH
818 N NYLAROL ST
MOSCOW ID 83843

HILL RENTAL PROPERTIES LLC
1218 S MAIN ST
MOSCOW ID 83843

HOLYOKE, LAURA B
605 INDIAN HILLS DR APT 8
MOSCOW ID 83843

HOOBLER LIVING TRUST
101 ARROW ST
MOSCOW ID 83843

HOWARD, DONNA ANNE
605 INDIAN HILLS DR APT 17
MOSCOW ID 83843

HUSO, JESSE
605 INDIAN HILLS #12
MOSCOW ID 83843

INDIAN HILLS TRADING COMPANY
PO BOX 106
RITZVILLE WA 83843

JASINSKI, HOLLY A
838 NYLAROL ST
MOSCOW ID 83843

KANIKSU HOLDINGS LLC
PO BOX 91
BONNERS FERRY ID 83843

KARL, JASON W
821 INDIAN HILLS DRIVE
MOSCOW ID 83843

KEEFER, LYNDON M
605 INDIAN HILLS DR APT 2
MOSCOW ID 83843

KELLER, JONATHON
733 INDIAN HILLS DR
MOSCOW ID 83843

KELLY, JACK W
622 INDIAN HILLS DR
MOSCOW ID 83843

KEON, DONALD M
756 INDIAN HILLS DR
MOSCOW ID 83843

KIBLEN, DAVID
844 INDIAN HILLS DRIVE
MOSCOW ID 83843

KIM, EDWIN C
1162 MAGNOLIA DRIVE
WALLA WALLA WA 83843

LAWRENCE, JOHN J
816 PUBLIC AVE
MOSCOW ID 83843

LECHTENBERG, SANDRA K
819 NYLAROL ST
MOSCOW ID 83843

LEPPELMAN, LARRY T
1040 BROWNS LANE
POTLATCH ID 83843

LINGG, AL J
839 INDIAN HILLS DRIVE
MOSCOW ID 83843

LITTLER, WILLIAM
1160 BIG MEADOW RD
TROY ID 83843

MAGYAR, ROBERT M
106 FLINT ST
MOSCOW ID 83843

MARTIN, JEFFREY W
1006 SLONAKER ST
MOSCOW ID 83843

MEYER, LENDL
828 INDIAN HILLS DRIVE
MOSCOW ID 83843

MILLER DEVELOPMENT LLC
3471 GRANGEMONT RD
OROFINO ID 83843

MINK, LELAND L
PO BOX 447
WORLEY ID 83843

MORDHORST, TODD
351 VICTORIA DR
MOSCOW ID 83843

MOYA, JACOB
519 NORTHWOOD DR
MOSCOW ID 83843

NEEDHAM, TRUTH U
605 INDIAN HILLS DR #22
MOSCOW ID 83843

NELSON, JANICE M
828 NYLAROL ST
MOSCOW ID 83843

NELSON, MARLENE A
605 INDIAN HILLS DR APT 3
MOSCOW ID 83843

NELSON, PATRICIA A
806 INDIAN HILLS DR
MOSCOW ID 83843

NEWMAN, BRENDAN
829 NYLAROL ST
MOSCOW ID 83843

NORTH CENTRAL HEALTH DEPART
1221 F STREET
LEWISTON ID 83843
not deliverable

NORTHWEST MANAGEMENT INC
PO BOX 9748
MOSCOW ID 83843

OLSEN PROPERTIES LLC
210 N LINCOLN ST
MOSCOW ID 83843

OLSON, KARA A
605 INDIAN HILLS DR APT 11
MOSCOW ID 83843

PARADISE HOLDINGS LLC
321 E PALOUSE RIVER DR
MOSCOW ID 83843

PEARSON MOSCOW RENTALS LLC
103 E 2ND ST
MOSCOW ID 83843

PERSINGER, NANCY
829 INDIAN HILLS DRIVE
MOSCOW ID 83843

PETERSEN, DAVID A H/W
221 N ADAMS ST
MOSCOW ID 83843

PETERSON, JEFFREY C
605 INDIAN HILLS DR #24
MOSCOW ID 83843

PICKARD, MICHAEL
2809 ITANI DR
MOSCOW ID 83843

POST LIVING TRUST
838 INDIAN HILLS DRIVE
MOSCOW ID 83843

PRESTWICH, DAVID
403 CONESTOGA DR
MOSCOW ID 83843

QUAIL RIDGE LLC
PO BOX 9505
MOSCOW ID 83843

RAEBEL, MARK
19004 20TH PLACE W
LYNNWOOD WA 83843

RANKIN, JAMES P JR
638 INDIAN HILLS DR
MOSCOW ID 83843

RATHBUN, DIANE C
605 INDIAN HILLS DR #23
MOSCOW ID 83843

REAGAN, KEVIN J
342 VICTORIA DR
MOSCOW ID 83843

REDINGER, DAVID R
781 INDIAN HILLS DRIVE
MOSCOW ID 83843

RHEINGANS, PHILIP T
PO BOX 8986
MOSCOW ID 83843

SCALLORN, LESLIE THOMAS
501 NORTHWOOD DR
MOSCOW ID 83843

SCHADE, ADAM J
9830 STEAMBOAT ISLAND RD NW
OLYMPIA WA 83843

SCHWARTZ, JOSEPH M
799 INDIAN HILLS DR
MOSCOW ID 83843

SCOTT, BARBARA A
714 INDIAN HILLS DR
MOSCOW ID 83843

SERNA, EMILY R
605 INDIAN HILLS DR APT 10
MOSCOW ID 83843

SMITH, JAN L KIRCHOFF
605 INDIAN HILLS DR APT 1
MOSCOW ID 83843

SMITH, R SCOTT
764 INDIAN HILLS DR
MOSCOW ID 83843

SOMBRET, SHAWN DANIEL
605 INDIAN HILLS DR APT 18
MOSCOW ID 83843

SON, STEVE J
567 NORTHWOOD DR
MOSCOW ID 83843

STOCKWELL HILLSIDE LLC
252 IRONWOOD LANE
REDDING CA 83843

STOCKWELL, MARK
605 INDIAN HILLS DR #20
MOSCOW ID 83843

SUMMERS, DAVID A
847 NYLAROL ST
MOSCOW ID 83843

SWEETON, CHRISTOPHER
1833 PINE CONE
MOSCOW ID 83843

TATKINMAH LLC
709 E F ST
MOSCOW ID 83843

TAUS, NAOMI S
514 INDIAN HILLS DR
MOSCOW ID 83843

TAYLOR METALLURGICAL LAB
2729 S COORS CT
LAKEWOOD CO 83843

TAYLOR, PATRICK R
2729 S COORS CT
LAKEWOOD CO 83843

TERWILLIGER, CHRISTOPHER M
345 VICTORIA DRIVE
MOSCOW ID 83843

THIGPEN, JENNIFER
104 ARROW ST
MOSCOW ID 83843

THOMPSON FAMILY LTD PRTNSHIP
1024 PINECREST ROAD
MOSCOW ID 83843

TODD, JAMES E
842 NYLAROL ST
MOSCOW ID 83843

TRINITY REFORMED CHURCH
101 E PALOUSE RIVER DR
MOSCOW ID 83843

VAN ORMAN, DUSTIN
207 LATHEN ST UNIT B
MOSCOW ID 83843

VETTRUS LIVING TRUST
209 PANORAMA DR
MOSCOW ID 83843

VIS, DANIEL W
711 INDIAN HILLS DR
MOSCOW ID 83843

VOGT, RONALD C
PO BOX 9807
MOSCOW ID 83843

VORSE, CHAD A
1735 ATSIRK
MOSCOW ID 83843

W BLUM PROPERTIES-1 LLC
4388 HIGHWAY 8
TROY ID 83843

WEGMAN, JERRY
111 ARROW ST
MOSCOW ID 83843

WESTERVELT, JANE
207 LATHEN ST UNIT C
MOSCOW ID 83843

WHITLEY, SILAS
207 LATHEN ST UNIT A
MOSCOW ID 83843

WILLIAMS, JOSEPH D
793 INDIAN HILLS DRIVE
MOSCOW ID 83843

WJD ENTERPRISES LLC
435 E PALOUSE RIVER DR
MOSCOW ID 83843

Attachment: Neighborhood Meeting Materials (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

WOODS, ROBIN

1282 ALTURAS DR

MOSCOW ID 83843

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Attachment: Neighborhood Meeting Materials (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Sign In

Name	Email	Address
JACOB WELLS	jacobwells882@gmail.com	Indian Hills
NILS PETERSON	nilspete@gmail.com	Palouse Prairie School
CHET BART	cwbart@gmail.com	Anderson (Quail Ridge LLC)
Molly Hallock	mdhallock2@yahoo.com	119 Flint St
Karl Johnson	karl@palouseproperties.com	PO Box 9980
Tamra Karl	karltamra@gmail.com	821 Indian Hills Dr.
Christen Findley	christenfindley@hotmail.com	787 Indian Hills Dr
Dean + Phyllis Vettrus	dpvet@frontier.com	
Sandy Lechtenberg	readersandy1@yahoo.com	819 Nylarol St
Jesse + Michelle Huso	605 Indian Hills	605 Indian Hills Dr. #12
Rob Bo[illegible]	" "	" " H14

IHTC Neighborhood Meeting on Wednesday February 7, 2018 from 5-6pm

Shelley Bennett opened the meeting with an explanation of the process and an overview of the proposed plat to the attendees. She introduced the landowners, Dave and Sally Powers representing Indian Hills Trading Company and Jack Hammond, the project engineer. Shelley explained the lots along the highway will be motor business as well as the Lot 1 Block 1 from the previous plat that is proposed to be dedicated as city park. She further explained the first three lots are being requested to be an R-3 zone, due to their location across from The Grove multifamily housing development and they can be available for duplexes. The proposed zoning for the rest will be R-2. The current zone on Indian Hills is R-1. Shelley, the project engineer, and the landowners were all available throughout the meeting to answer any questions.

- Question: Will Palouse Prairie School lot be rezoned?
  - No, it will not be rezoned from farm & ranch.
- Question: Would the school have their own park?
  - The school will be completely on-site. The park is being relocated because it would not fit where it was originally planned due to a street.
  - There will be a walkway added that will give children a safe path to walk to the school.
- Question: Referring to plat, what are the two narrow strips that go down to Palouse river Drive?
  - They are leftover pieces. They do belong to IHTC. There will be joint storm water drainage for subdivision and school so that will be the use. Explained that the second one was potentially supposed to connect Alice street to Palouse River Drive, but the slope is too aggressive to make that work. There is a different plan for Alice St.
- Question: What is the time frame?
  - The construction would start mid-April and finish approximately mid-August. During this time utilities will be put in, so the lots would be ready for construction end of August.
- Question: What is the deal with all the real estate being built right now? It seems that Moscow is growing but slow.
  - There were actually only 6-10 houses built. Most of the construction you see around town are multi-family buildings. In comparison, Pullman builds upwards of 50 houses a year.
- Question: There is a rumored bond for a new high school to be built Palouse River Drive? With all that extra traffic would there be any plan for improving Palouse River Drive?
  - Unfortunately, we can't control that. That is a question for either the city and the county.
- Question: Will the topsoil come back to people's yard? Worried about kids playing on clay and water efficiency.
  - First thing we do is strip top soil. We will store it on a corner lot and have a stock pile. We will provide this as an option for lot purchasers.
- Question: Will you give property owners a chance to purchase adjacent lots?
  - Yes, they will have the opportunity to buy adjacent lots. However, we can't contract to sell lots until final approval.
- Question: Is there going to be a height restriction on those roofs?
  - There is a height restriction for the city. It is 30' max for R-1 and R-2. 35' for R-3.

- The engineer explained the topography of the land and said that the roofs of the new houses should not block the view of Paradise Ridge for the existing homes.

- Question: If height requirement is a concern how is that handled? South side of Indian hills has 1 floor houses?
  - There was discussion about the fact that there was a height requirement put on those houses in that Indian Hills subdivision and was verified by an old planning and zoning member. Shelley explain that it would be a topic to bring up at the planning and zoning meetings and let attendants know they would get notification of when those meetings are planned.

Brief conversation about sewage plans and that a booster pump station will be constructed as well. When the grove project was done there was a utility system put in place that can handle these projects.

Shelley explained that residents can buy lots behind them with the intent to hold on to them or to change the dimensions and restrictions and be able to resell them. Engineer again explained topography will keep height down. Shelley said that based on the engineer's explanation that it should be possible to keep all main floor views for existing residents and that she is available to help residents individually.

- Question: How far back from the street are they required to build their home?
  - 20'. They can go further back but not closer. Topography was brought up again and engineer stated that the most logical floor plan of the houses would be basement would hold the garage and from the main floor you would be able to walk directly into the backyard.
- Question: Is Alice going to be a cul-de-sac?
  - It will not connect to Palouse River Drive yet. There is a possibility for a connection in the future but there are no plans for that currently.
- Question: Do you think that this school will increase chances of people moving here since the school is a lottery system?
  - A Palouse Prairie School representative stated that they will have room for approximately 180+. This move will probably help them fill the remaining open seats. However, it was explained that the plan was not that parents would move here so that their kids could go to school there since that is not how the school works. The school and subdivision just both happened to work out on neighboring properties. The engineer revisited the idea about the public park that will be added and the pathways that will be constructed that will make this subdivision attractive to potential homeowners.
- Any other questions or concerns?
  - Safe walkways for our children and the community.

The meeting closed with information about the construction process to let residents know there would be work hour restrictions and the dust will be present but there will always be a water truck on site to help keep it down. Shelley let the residents know there will be public hearings on this subdivision and to feel free to contact her with any questions, comments or concerns.

City of Moscow
Parks and Recreation

Memo

To: Mike Ray, Assistant Community Development Director

From: Dwight Curtis, Parks & Recreation Director

Date: April 6, 2018

Re: Indian Hills Trading Company Parkland Dedication Property Exchange Request

---

Indian Hills Trading Company, LLC, requested 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 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 new 4.09 acre property is located just north of The Grove apartment complex (see attached map).

The reason for the land exchange request was 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 was also 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. The City Council approved the request on April 2, 2018.

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.

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: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

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.

LUP2018-0003

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

Attachment: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Appl Complete 2/20/18

4.1 Ac.
INDIAN HILLS DR
INDIAN HILLS DR
Proposed New Parkland Dedication
1.7 Ac.
Current Parkland Dedication
MYRTLE ST
NURSERY ST
PALOUSE RIVER DR
PALOUSE RIVER DR
PALOUSE RIVER DR
N
1 inch = 150 feet

No. 526147
AT THE REQUEST OF:
CITY OF MOSCOW
DATE & HOUR:
11.24.08 11:19 am
SUSAN PETERSEN
LATAH COUNTY RECORDER
Fee $ 0 BY S. Napper
m/PO Box 9203
MOSCOW ID 83843

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;

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: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

526147

GRANTEE:
CITY OF MOSCOW

By _____
Nancy Chaney, Mayor

ATTEST:

_____
Stephanie Kalasz, City Clerk

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

ACKNOWLEDGEMENTS

State of Idaho
County of Latah

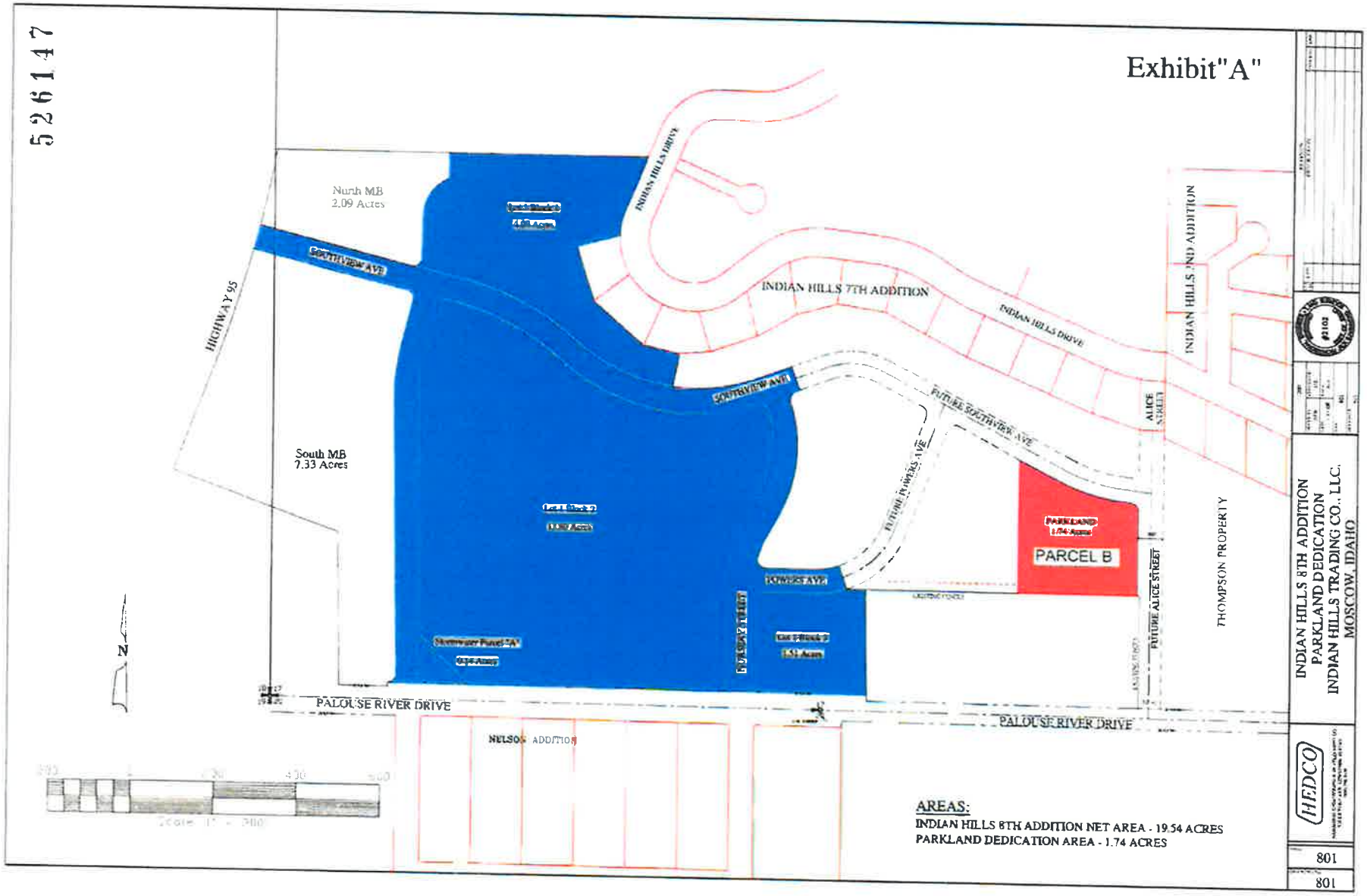
On this 14 day of ~~October~~ November 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared Sally Powers, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose name is subscribed to the within instrument and acknowledged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

WITNESS MY HAND AND OFFICIAL SEAL

Patricia K. Mink
Notary Public : IDAHO
Residing at: Troy, ID
My Commission Expires: 12/22/09

PATRICIA K. MINK NOTARY PUBLIC STATE OF IDAHO

Attachment: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)


526147
Exhibit"A"
North MB
2.09 Acres
South MB
7.33 Acres
HIGHWAY 95
SOUTHVIEW AVE
INDIAN HILLS DRIVE
INDIAN HILLS 7TH ADDITION
INDIAN HILLS 2ND ADDITION
FUTURE SOUTHVIEW AVE
FUTURE POWERS AVE
ALICE STREET
PARKLAND
1.74 Acres
PARCEL B
THOMPSON PROPERTY
PALOUSE RIVER DRIVE
NELSON ADDITION
N
AREAS:
INDIAN HILLS 8TH ADDITION NET AREA - 19.54 ACRES
PARKLAND DEDICATION AREA - 1.74 ACRES
INDIAN HILLS 8TH ADDITION
PARKLAND DEDICATION
INDIAN HILLS TRADING CO., LLC.
MOSCOW, IDAHO
HEDCO
801
801

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

Attachment: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

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.

Attachment: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

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.

Attachment: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

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

Indian Hills Trading Company, L.L.C.

_____
Sally N. Powers, Manager

CITY

City of Moscow, Idaho

_____
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 _____

Attachment: Dwight Curtis Memo (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

City of Moscow
Engineering Dept.

Memo

To: Michael Ray, Planner II

From: Bob Buvel, Staff Engineer

CC:

Date: 3-23-18

Re: Indian Hills Ninth Preliminary Plat

Michael,

Upon reviewing the submittal for the preliminary plat for the Indian Hills Ninth Subdivision the Engineering Department has the following comments and recommended conditions of approval:

Comments:

1. This property was considered developable in our water comprehensive plan dated January 2012. The system in this area has adequate potable and fire flow.

2. This property was considered developable in our sanitary sewer comprehensive plan dated September 2011.

3. This development is expected to generate fewer than 100 peak hour directional trips and is not expected to have a significant impact on the transportation network.

4. The construction of the proposed streets shall meet current City standards. Southview and Alice are both classified as residential streets.

5. Stormwater control, the proposed detention pond shall meet the current Moscow Stormwater Runoff Control Standards.

Recommended Conditions of Approval:

1. Water and sewer should be stubbed to the property to the east.

BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, COUNTY OF LATAH, STATE OF IDAHO

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONING A NINE POINT THREE TWO (9.32) ACRE AREA OF LAND GENERALLY LOCATED EAST OF NURSERY STREET AND NORTH OF PALOUSE RIVER DRIVE IN THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for Rezone on February 9, 2018; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 28, 2018; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The subject property is a nine point three two (9.32) acre area of land generally located east of Nursery Street and north of Palouse River Drive.

3. The subject property is currently comprised of undeveloped property to the east of the Indian Hills 8th Addition Subdivision which was platted to accommodate the Campus Crest multi-family development to the west.

4. Properties to the southwest of the subject property are primarily commercial and include an auto repair shop, farm implement sales company, and a contractor shop. Properties to south across Palouse River Drive are primarily commercial or institutional and include a church, automobile repair shops, office building, storage units, light manufacturing, and the public health office. To the north of the subject property along Indian Hills Drive are single family dwellings which transition to multi-family dwellings further to the north.

5. The subject property contains areas of moderate sloping topography with several small ridges and valleys. There are no drainage ways or natural features that have been identified upon the subject property.

6. The subject property is currently designated by the 2009 Comprehensive Plan as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas,

   "those areas generally anticipated to be developed for low to moderate density residential uses at densities between 3 to 7 units per acre which could include a mix of detached single-

Attachment: Rezone P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

family, townhome, and limited scale multiple-family residential dwellings subject to appropriate buffer yard requirements and building scale and design standards to ensure compatibility. Manufactured home parks could be appropriately permitted in this district as a conditional use, subject to the review and application of specific, well-articulated standards to ensure their compatibility. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2), and Medium Density Residential (R-3)."

7. The subdivisions to the north are currently designated as Neighborhood Conservation (NC). The property which encompasses Campus Crest in the middle is designated as Urban Residential (UR). Properties on the south side of Palouse River Drive are designated as Auto-Urban Commercial (AU-C), which transition to Research/Technology Park to the east of Nursery Street.

8. The subject property is currently designated Farm, Ranch, and Outdoor Recreation (FR).

9. The proposal is to rezone a 9.32 acre area to the east of Nursery Street from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District.

10. The property to the west of the subject property that contains the Campus Crest development is currently zoned Multiple Family Residential (R-4). Properties to the south of Palouse River Drive are within the MB Zone and the FR Zone further to the east. The area along Indian Hills Drive to the north is within the Low Density, Single Family Residential (R-1) Zone.

11. The R-2 Zone is a moderate density residential zone appropriate where the following circumstances are present:

    1. *Single family dwellings predominate.*
    2. *The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.*
    3. *Utilities and other public facilities are adequate for the densities allowed.*
    4. *Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.*

12. The minimum lot size for parcels within the R-2 Zone is 7,000 square feet and the minimum lot width is 60 feet, or 50 feet for lots which are provided rear access from an alley.

13. The R-3 Zone,

    "provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan. Uses permitted within the R-3 Zone include single family, two family, twinhome, and townhouse dwellings."

14. The minimum lot size for parcels within the R-3 Zone is 6,000 sf for single family dwellings, 7,000 sf for two family dwellings, 3,250 sf for twinhome dwellings, and 2,000 sf for townhouse dwellings. Townhouse lots within the R-3 Zone are allowed to be a minimum of 2,000 sf, but the total density of a townhouse development must not exceed 14.5 dwelling units per acre.

15. The minimum lot width for parcels within the R-3 Zone is 60 feet for single and two family dwellings, 30 feet for twinhome dwellings, and 20 feet for townhouse dwellings.

Attachment: Rezone P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

16. The subject property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the any anticipated use within the R-2 or R-3 Zone.

17. Public Works has determined that the system has adequate capacity to convey the additional flow from any anticipated use within the R-2 or R-3 Zone. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

18. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on February 7, 2018 to discuss the proposed rezone.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed zoning districts are consistent and in conformance with the uses and densities designated within the 2009 Comprehensive Plan. The Auto-Urban Residential (AU-R) Land Use Designation corresponds with the proposed Moderate Density Residential (R-2) Zone and Medium Density Residential (R-3) Zone. Therefore, the Commission finds that the proposed rezone is consistent with the Comprehensive Plan.

2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed combination of R-2 and R-3 Zones provides for a logical transition from the R-4 Zone to the west to the R-1 Zone to the north. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure. The proposed rezone meets the intents of the R-2 and R-3 Zones.

3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The adjacent properties in all directions are all primarily residential except for properties located on the south side of Palouse River Drive.

4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the neighborhood of public infrastructure.

5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Southview Avenue, Nursery Street, and Alice Street. There are currently sufficient and available public utility services to meet the needs of existing and future development. Public Works has determined that the existing water and sewer systems have adequate capacity to handle the increased demand of uses allowed within the R-2 and R-3 Zones.

Attachment: Rezone P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the nine point three two (9.32) acre property with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 11th day of April, 2018.

Wendy McClure, Chair
Planning and Zoning Commission

Attachment: Rezone P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, COUNTY OF LATAH, STATE OF IDAHO

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWENTY-ONE POINT SEVEN THREE (21.73) ACRE AREA OF LAND GENERALLY LOCATED EAST OF MAIN STREET AND NORTH OF PALOUSE RIVER DRIVE, KNOWN AS INDIAN HILLS 9TH ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on February 9, 2018; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 28, 2018; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The subject property is a twenty-one point seven three (21.73) acre area of land generally located east of Main Street and north of Palouse River Drive.

3. The subject property is currently comprised of undeveloped property scattered to the west and east of the Indian Hills 8th Addition Subdivision which was platted to accommodate the Campus Crest multi-family development to the center of the subject properties.

4. Properties to the southwest of the subject property are primarily commercial and include an auto repair shop, farm implement sales company, and a contractor shop. Properties to south across Palouse River Drive are primarily commercial or institutional and include a church, automobile repair shops, office building, storage units, light manufacturing, and the public health office. To the north of the subject property along Indian Hills Drive are single family dwellings which transition to multi-family dwellings further to the north.

5. On December 11, 2017, the Board of Adjustment approved a Conditional Use Permit for Palouse Prairie Charter School to be located on a 3.26 acre portion of the subject property east of Nursery Street. Then on December 18, 2017, City Council approved a lot division which divided the subject property east of Nursery Street into two parcels of 3.26 acres and 7.10 acres from the original 10.36 acre property. The Palouse Prairie School property is included within the proposed

Attachment: Prelim Plat P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

preliminary plat, but has already been divided and conveyed to the School, which is noted on the plat.

6. The subject property contains areas of moderate sloping topography with several small ridges and valleys. There are no drainage ways or natural features that have been identified upon the subject property.

7. The portion of the subject property located directly to the east of Main Street is currently designated as Auto-Urban Commercial (AU-C). AU-C designated areas,

   "provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB)."

8. The subject property to the east of Nursery Street is currently designated by the 2009 Comprehensive Plan as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas,

   "those areas generally anticipated to be developed for low to moderate density residential uses at densities between 3 to 7 units per acre which could include a mix of detached single-family, townhome, and limited scale multiple-family residential dwellings subject to appropriate buffer yard requirements and building scale and design standards to ensure compatibility. Manufactured home parks could be appropriately permitted in this district as a conditional use, subject to the review and application of specific, well-articulated standards to ensure their compatibility. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2), and Medium Density Residential (R-3)."

9. The subdivisions to the north are currently designated as Neighborhood Conservation (NC). The property which encompasses Campus Crest in the middle is designated as Urban Residential (UR). Properties on the south side of Palouse River Drive are designated as Auto-Urban Commercial (AU-C), which transition to Research/Technology Park to the east of Nursery Street.

10. The subject property that is adjacent to Main Street (HWY 95) is currently designated as Motor Business (MB), while the property east of Nursery Street is currently designated Farm, Ranch, and Outdoor Recreation (FR).

11. The Planning and Zoning Commission conducted a public hearing on March 28, 2018 and recommended approval to rezone a 9.32 acre area to the east of Nursery Street from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District. The 3.26 acre parcel which was created for Palouse Prairie School will remain within the FR Zone and is not part of the proposed rezone.

12. The property in the middle of the subject properties that contains the Campus Crest development is currently zoned Multiple Family Residential (R-4). Properties to the south of Palouse River Drive are within the MB Zone and the FR Zone further to the east. The area along Indian Hills Drive to the north is within the Low Density, Single Family Residential (R-1) Zone.

13. The R-2 Zone is a moderate density residential zone appropriate where the following circumstances are present:

Attachment: Prelim Plat P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

1. *Single family dwellings predominate.*
2. *The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.*
3. *Utilities and other public facilities are adequate for the densities allowed.*
4. *Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.*

14. The minimum lot size for parcels within the R-2 Zone is 7,000 square feet and the minimum lot width is 60 feet, or 50 feet for lots which are provided rear access from an alley.

15. The R-3 Zone,

    "provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan. Uses permitted within the R-3 Zone include single family, two family, twinhome, and townhouse dwellings."

16. The minimum lot size for parcels within the R-3 Zone is 6,000 sf for single family dwellings, 7,000 sf for two family dwellings, 3,250 sf for twinhome dwellings, and 2,000 sf for townhouse dwellings. Townhouse lots within the R-3 Zone are allowed to be a minimum of 2,000 sf, but the total density of a townhouse development must not exceed 14.5 dwelling units per acre.

17. The minimum lot width for parcels within the R-3 Zone is 60 feet for single and two family dwellings, 30 feet for twinhome dwellings, and 20 feet for townhouse dwellings.

18. The MB Zone is intended to,

    "provide for the location and grouping of compatible uses having similar operation as they involve enterprises which depend primarily on the transient motor vehicle-based trade. By concentrating such uses the City intends to increase public convenience when utilizing such services and, within the regulation, to allow such activities to render the maximum service."

19. Uses permitted within the MB Zone include retail enterprises, offices, eating and drinking establishments, printing and publishing houses, religious institutions, residential uses, hotels and motels, off-street parking facilities, kennels, storage facilities, laundromats, and light manufacturing.

20. The applicant is proposing to subdivide the 21.73 acre area of land into thirty-two (32) parcels ranging from 7,006 square feet to 3.76 acres in size. The portion of the subject property which is currently zoned Motor Business (MB) and is located directly to the east of Main Street is proposed to be divided into four larger parcels ranging from 1.17 acres to 3.76 acres in size.

21. The subject property to the east of Nursery Street includes the previously divided 3.26 acre parcel for Palouse Prairie Charter School and also includes 3 parcels which are proposed to be zoned R-3 and 25 parcels which are proposed to be zoned R-2.

22. Powers Avenue is proposed to terminate into a cul-de-sac, which was a condition of approval for the Palouse Prairie Charter School lot division. Southview Avenue is proposed to continue to the east where it would intersect with the extension of Alice Street, which is currently stubbed to the subject property from Indian Hills Drive to the north.

Attachment: Prelim Plat P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

23. The three proposed parcels in the R-3 Zone range from 9,118 to 10,788 sf in size and all meet the minimum lot size of 6,000 sf for single family and 7,000 sf for two family dwellings. All three parcels meet the minimum lot width of the R-3 Zone as well which is 60 feet.

24. The 25 parcels within the R-2 Zone range from 7,006 to 14,576 sf in size, and all meet the minimum lot size of 7,000 sf and lot width of 60 feet.

25. There is a 20 ft wide public pedestrian corridor with a pathway that the applicant is proposing be extended from Southview Avenue to the northeast corner of the Palouse Prairie Charter School property.

26. Water services are proposed to be extended from the existing Southview Avenue/Nursery Street intersection east along the Southview Avenue alignment to the eastern plat boundary. The water main will be looped through Sunny Court and along the southern plat boundary and connected to the existing main in Powers Avenue. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

27. Sanitary sewer is proposed to be extended from the existing Southview Avenue/Nursery Street intersection east along the Southview Avenue alignment. A sanitary main will also be extended south within Sunny Court and along the southern plat boundary to connect with an existing main in Powers Avenue. Once the required improvements are constructed by the developer, Public Works has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

28. The storm sewer for the subdivision already exists along the Southview Avenue alignment and will also extended to the other streets within the subdivision. Lot 16 which is proposed to be a flagpole lot will have a paved access road with a storm sewer main running south before heading due west within a 30 ft wide utility easement. The storm sewer main then heads due south as it approaches the Powers Avenue cul-de-sac and then terminates into a stormwater detention pond located in the southeast corner of Lot 1, Block 3 of Indian Hills 8th Addition.

29. There are also existing storm sewer mains which extend north/south along common lot lines of lots 3/4, 5/6, 7/8, and 9/10 of Block 3 on the north side of Southview Avenue. These lines were originally installed to convey stormwater from the property along Indian Hills Drive since there are no storm sewer mains within Indian Hills Drive.

30. The subject property to the east of Nursery Street includes the extension of Southview Avenue which is designated as a local neighborhood street. Alice Street will be extended from Indian Hills Drive. Sunny Court will be extended and terminated with a cul-de-sac to serve five lots. Powers Avenue will not continue to the east and will terminate with a cul-de-sac that provides access to Palouse Prairie Charter School. The neighborhood street standard that the streets need to be constructed to includes curbs, gutters, tree lawns, and sidewalks on both sides of the street.

31. The subject property directly to the east of Main Street (HWY 95) has all the streets platted and constructed which surround it, with the exception of Myrtle Street which is platted but not constructed. There is currently a condition on the Indian Hills 8th Addition development agreement that Myrtle Street shall be constructed prior to any building permits being issued on the subject property to the east of Main Street (HWY 95). This condition is still active and will also be stated within the Indian Hills 9th Addition development agreement.

32. As part of the Indian Hills 8th Subdivision which was platted in 2008, Indian Hills Trading Company dedicated a 1.74 acre parcel which was located outside of the Indian Hills 8th

Attachment: Prelim Plat P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Subdivision. The 1.74 acre parcel is within the area that the applicant is now proposing to be platted with Indian Hills 9th Subdivision. The applicant has made a request to City Council for a parkland exchange and dedication with the City of Moscow to exchange the previously dedicated 1.74 acre parcel with a new 4.09 acre parcel which is located north of Southview Ave and identified on the map below. The agreement, if approved by Council, requires the developer to dedicate the new 4.09 acre parcel to the City and provide a Quitclaim Deed to the City. The City will vacate the previous 1.74 acre parkland dedication parcel back to the developer.

33. 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 and will satisfy all Indian Hills 8th Addition and the proposed Indian Hills 9th Addition property. The property exchange request was reviewed by the Parks and Recreation Commission, Pathways Commission and Tree Commission, and each recommended Council approval. The exchange proposal is proposed to be heard by City Council on April 2, 2018, which will be prior to the Indian Hills 9th Addition preliminary plat being heard by Council.

34. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on February 7, 2018 to discuss the proposed preliminary plat.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **This plat is not contradictory to the Moscow Comprehensive Plan.** The proposed preliminary plat is consistent with the underlying Comprehensive Plan Land Use Designations of Auto-Urban Commercial (AU-C) and Auto-Urban Residential (AU-R). The extension of Southview Avenue is consistent with the future roadway alignments found within the Thoroughfare Plan of the Comprehensive Plan. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of AU-C and AU-R.

2. **This plat is compatible with the Moscow Zoning Ordinance.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Motor Business (MB) Zone and the proposed Moderate Density Residential (R-2) and Medium Density Residential (R-3) Zones, including lot area, dimensions and other relevant provisions.

3. **This plat is compatible with the Moscow Subdivision Ordinance.** The proposed preliminary plat is consistent and in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly extension of the City's street network, maximum block length, public utilities, and the provision of public parkland.

4. **This plat is considerate of the natural features of the subject land.** The proposed preliminary plat provides for development of the subject property, including the general construction and alignment of the street networks in conformance and consideration of the natural contours of the subject property.

5. **This plat is not expected to place an undue burden on public services and infrastructure, and does not pose an apparent threat to the public health, safety or welfare.** The subject property has direct access to Southview Avenue and Alice Street which is currently designated as local neighborhood streets. Water and Sewer connections are readily available in the area and

Attachment: Prelim Plat P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

the property has been determined to be developable in the City's Comprehensive Water and Sewer System Plans.

6. **Other: None.**

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the twenty-one point seven three (21.73) acre property with the following conditions:

1. The applicant shall extend water and sewer mains to the east boundary of the subject property to allow for future development to the east.
2. The recommendation of approval shall be subject to City Council approval of the property exchange and dedication agreement between Indian Hills Trading Company and the City of Moscow regarding parkland for the Indian Hills 8th Addition and the remaining adjacent Indian Hills Trading Company property.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 11th day of April, 2018.

Wendy McClure, Chair
Planning and Zoning Commission

Attachment: Prelim Plat P&Z RCS (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

PLANNING & ZONING COMMISSION

Wendy McClure
Commission Chair

p&z@ci.moscow.id.us

Mike Ray
Staff Liaison

208.883.7008

~Meeting Minutes~
March 28, 2018

http://id-moscow.civicplus.com/agendacenter

The meeting was called to order at 7:00 PM.

MEMBERS PRESENT: Wendy McClure, Chair; Scott Gropp, Joel Hamilton, Kurt Obermayr, Robb Parish, Nels Reese, Victoria Seever, Dennis Wilson

MEMBERS ABSENT: Mike Nelsen

ALSO IN ATTENDANCE: Mike Ray, Staff Liaison; Anne Zabala, Council Liaison; Anne Peterson, Deputy City Clerk

1. Approval of minutes from March 14, 2018

RESULT:	**ACCEPTED**
MOVER:	Parish
SECONDER:	Obermayr
ABSTENTIONS:	Wilson

Motion carried by acclamation.

2. Correspondence
None.

3. Transportation Commission Meeting Report
No meeting since Hamilton last reported. Next meeting is April 12, 2018.

4. Public Comment
Jacob Wells, 867 Indian Hills, was concerned with height of houses that eventually get built behind him. His home was limited in height to one story and he would like to see the same occur when the Thompson property is developed.

5. Public Hearing: Proposal for a Preliminary Subdivision Plat and Rezoning for Property Generally Located East of Main Street and North of Palouse River Drive – Indian Hills 9th Addition: LUP2018-0003 and LUP2018-0004

1. A proposal for a Preliminary Subdivision Plat of a 21.73 acre area of land to create thirty-two (32) parcels ranging from 7,006 square feet in size to 3.76 acres in size.
2. Rezoning of a 9.32 acre area from the Farm, Ranch, and Outdoor Recreation (FR) Zoning District to a combination of the Moderate Density Residential (R-2) Zoning District and the Medium Density Residential (R-3) Zoning District.

Ray presented the proposed subdivision and rezone of 36 parcels, including some history of how the property shapes and existing or planned streets came about based on previous subdivisions. The current land use designations are Auto-Urban Commercial (nearest Main Street) and Auto-Urban Residential. The proposed rezone requests for Moderate Density Residential (R-2) and Medium Density Residential (R-3)

Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

in the current Auto-Urban Residential area are appropriate, as is Motor Business (MB) in the current Auto-Urban Commercial area. The utilities and other public facilities are adequate for the densities allowed. Ray pointed out there is a portion of the subdivision that has already been conveyed to Palouse Prairie Charter School so that piece will remain Ag-Forest (AF) zoning designation. A Conditional Use Permit was approved for the school by the Board of Adjustment on December 11, 2017. A subsequent lot division for the school parcel was approved by City Council with the condition that Powers Avenue be built out into a cul-de-sac large enough to accommodate emergency vehicles.

The subdivision application calls for Southview Avenue to continue east to the Alice Street alignment which will continue south from where it is currently stubbed, terminating in a T-intersection with Southview. Applicant is proposing Lots 15 and 16 be accessed via private drive south of Southview. Southview is slated to continue to the east when the adjoining property is developed. Applicant has proposed a pedestrian easement from Southview to the northeast corner of the Palouse Prairie Charter School property.

The 1.74 acre Indian Hills 8th parkland dedication is located within the proposed Indian Hills 9th Addition. Applicant is requesting to exchange that for a 4.09 acre parcel within Indian Hills 9th just north of The Grove Apartments. The Parks & Recreation Department desires the proposed parcel for its topographic features and have plans for an edible forest that will include meandering paths and access from both Southview Avenue and Indian Hills Drive.

Staff recommended approval of the proposed rezone with no conditions and recommended approval of the proposed Preliminary Plat with the following conditions:

1. The applicant shall extend water and sewer mains to the east boundary of the subject property to allow for future development to the east.
2. The recommendation of approval shall be subject to City Council approval of the property exchange and dedication agreement between Indian Hills Trading Company and the City of Moscow regarding parkland for the Indian Hills 8th Addition and the remaining adjacent Indian Hills Trading Company property.

Parish asked why Alice Street wasn't proposed to continue to Palouse River Drive. Ray said there were concerns about the steepness of the grade in that area, and also since Palouse River Drive is a minor arterial, staff want to limit the number of access points onto it. Blaine Street and Pine Cone Road are already slated to connect to Palouse River Drive. There were no further questions for staff.

Public hearing opened at 7:35pm.

Shelley Bennett, 213 South Main, spoke on behalf of the applicant. She said the proposed R-3 lots are across the street from The Grove Apartments which is R-4, and R-3 has a shorter setback which would provide more flexibility since those lots are steep. They chose R-2 for the other lots for the added setback flexibility over R-1. She said moving the park made economic sense and allowed the school to fit better.

Jack Hammond, 528 Bryden Avenue, Lewiston, is the applicant's Engineer. He said the Alice Street stub is currently a 9.2% grade which will continue to Southview and the paved utility access. He said the steepness farther south made it not practical to connect with Palouse River Drive. Obermayr asked about the drop from existing Indian Hills homes to the Block 3 lots to the south. In terms of view blockage, Hammond thought the drop from existing homes on Indian Hills to the proposed Block 3 parcel to be about 12-14 feet in most cases.

Kristin Findley, 787 Indian Hills, lives adjacent to proposed Block 3 Lot 9. She thought a house behind her would block her view despite the elevation drop. She said recent multifamily developments on East Palouse River Drive have already increased the volume and speed of traffic in front of her home so she was

Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

concerned about there being even more. She thought it would require great expense for the City to make the parkland accessible from Indian Hills due to the topography.

Jacob Wells, 867 Indian Hills, said they were assured at the Neighborhood Meeting that the top soil would be saved for home lots and he hoped that was true to allow for most efficient vegetation and irrigation. He thought neighborhood homeowners should be consulted as to their preference for a playground vs. an edible forest in the parkland. Ray pointed out the parkland issue wasn't before Planning & Zoning for approval so those concerns should be expressed to City Council on April 2. Ray added that the preliminary plat will need to be revised if Council denies the parkland exchange.

Ray read into the record public testimony received via email from Brian Dyre and Lisa Fournier (attached). The public hearing closed at 8:10pm.

Obermayr asked if there were height limitations for Indian Hills 1st Addition. Ray said zoning regulations limit homes to 35 feet measured from the front of the house, and he surmised that some Indian Hills homes were built single story from the front because they have daylight basements on the downhill side. Homes on Southview may likely end up two stories on the front and one in the back. Wilson thought the plan fit the area well. Seever also thought it was a good plan and appreciated that the developer was including a pedestrian easement for connectivity. She thought the topography would prevent serious view issues. McClure thought the edible forest provided needed diversity among City parks. Parish moved approval of the rezone as presented and directed staff to prepare the Relevant Criteria and Standards.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Parish
SECONDER:	Gropp

Obermayr moved approval of the preliminary plat with the conditions recommended by staff and directed staff to prepare the Relevant Criteria and Standards.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Obermayr
SECONDER:	Wilson

6. Results of Commission Survey Questions

Ray shared survey results of the Commission's questions on the citizen survey, as well as a couple others he thought would be of interest to Planning & Zoning (attached). Obermayr asked if the question on educational uses in the CB district pertained to whether it should be allowed at all, or whether it should be allowed by right. Ray said a City Council member submitted the question so he did not know the intent. Ray will get additional data broken down by the response quadrants.

7. Use Table Ordinance Final Review

The proposed revised ordinance has been noticed for public hearing on April 11.

8. Shared Readings

Staff will post the tiny home articles for discussion at the next meeting.

The meeting adjourned at 8.53 p.m.

Wendy McClure, Chair

Michael Ray

From: Bill Belknap
Sent: Wednesday, March 28, 2018 10:03 AM
To: Michael Ray
Subject: FW: Indian Hills Rezoning and Development Issue

From: Dyre, Brian (bdyre@uidaho.edu) [mailto:bdyre@uidaho.edu]
Sent: Monday, March 26, 2018 1:47 PM
To: Bill Belknap <bbelknap@ci.moscow.id.us>
Cc: Lisa Fournier <lfournier@wsu.edu>
Subject: Indian Hills Rezoning and Development Issue

Mr. Belknap,

I am writing you about an issue my wife and I have with the Indian Hills rezoning and development plan recently distributed by the city. Unfortunately, we cannot attend the public hearing on the issue this Wednesday at 7pm, so we are hoping this notice to you will address our needs.

As part of the current Indian Hills rezoning and development plan we are hoping that the city can manage to provide a downhill sewer connection for our house that was taken away when the development of the "The Grove" took place a number of years ago.

We live at 677 Indian Hills Dr. and currently use a full-house sewage ejector to pump our sewage up to the sewer line running along Indian Hills Dr. However, when we bought our house in 1997 we were told that when the land to the south of our house was developed that we would be able to connect to the downhill sewer lines and not need an ejector. There was also an easement along the back of our property providing for our immediate neighbors to the west (the Browns) to due the same (for their lower floor).

About 5-6 years ago I talked with the city engineers about connecting to the downhill sewer lines and they informed me that the sewer connections directly downhill from my house were taken away when "The Grove" was built and we could no longer connect to any down hill sewer lines.

I would like the city to rectify this issue and provide a potential downhill sewer connection for our property in the context of the current rezoning and development plan.

Please advise us as to the best course of action in getting this issue resolved.

Best,

Brian Dyre & Lisa Fournier, Homeowners
677 Indian Hills Dr.
Moscow, ID 83843

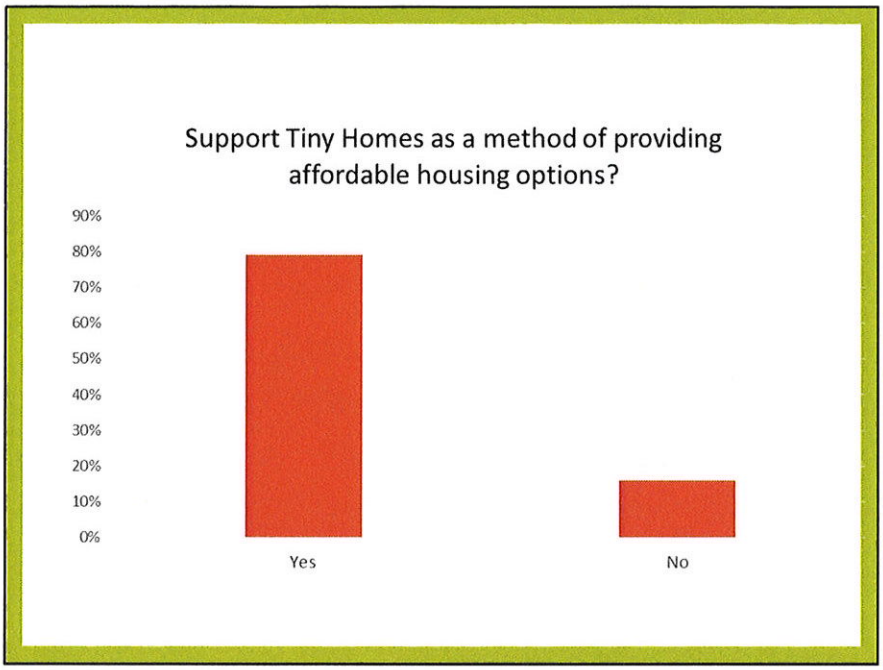
Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

2017 CITIZEN SURVEY QUESTIONS

Planning and Zoning Commission

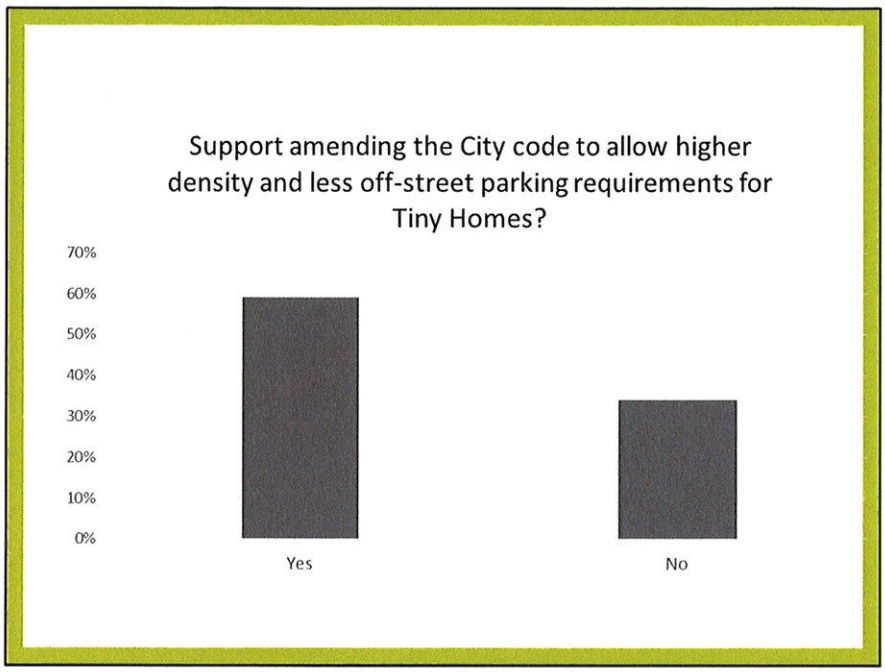
March 28, 2018

Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)



The next two questions focused on Tiny Homes. This question describes a Tiny Home as **quote: "Generally a home of 400 square feet or less in size which is constructed on wheels or a foundation."** The questions then asked if the respondent supported Tiny Homes as an affordable housing option in Moscow. 79 percent approved, and 16 percent did not.

Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)



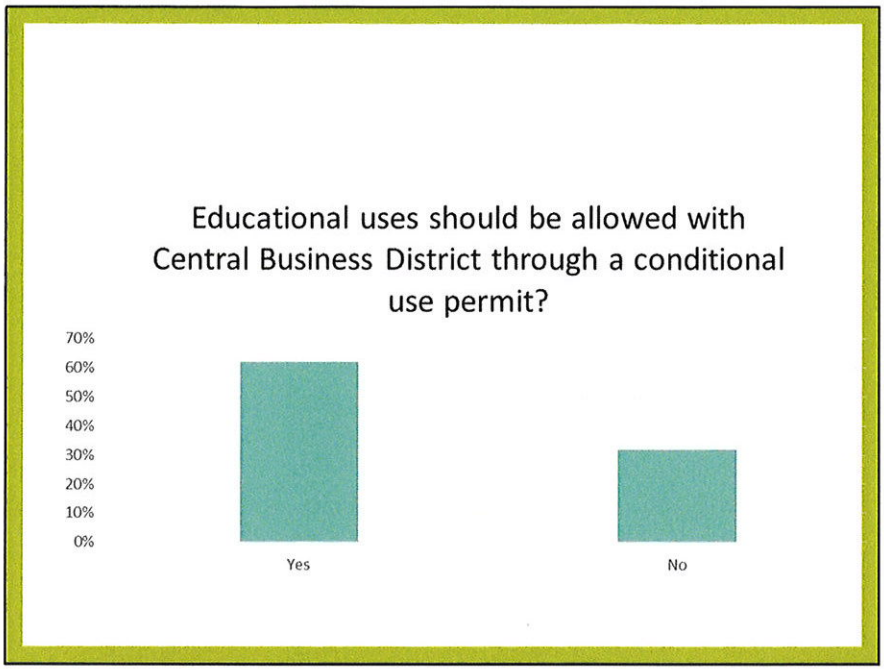
The Moscow City Code puts restrictions on the number of homes that are allowed on a certain size property **and** the number of off-street parking space for automobiles that are required. Because Tiny Homes are smaller than typical family housing, the Commission asked if resident would support amending the public code.

This would make it so that Planned Unit Development wouldn't have to go through public hearing and get approval from council each time they wanted to build.

59 percent said yes to amending the code, 34 percent said no.

It's worth noting that the "no" responses presumably also includes those who don't think Tiny Homes should be built in the first place.

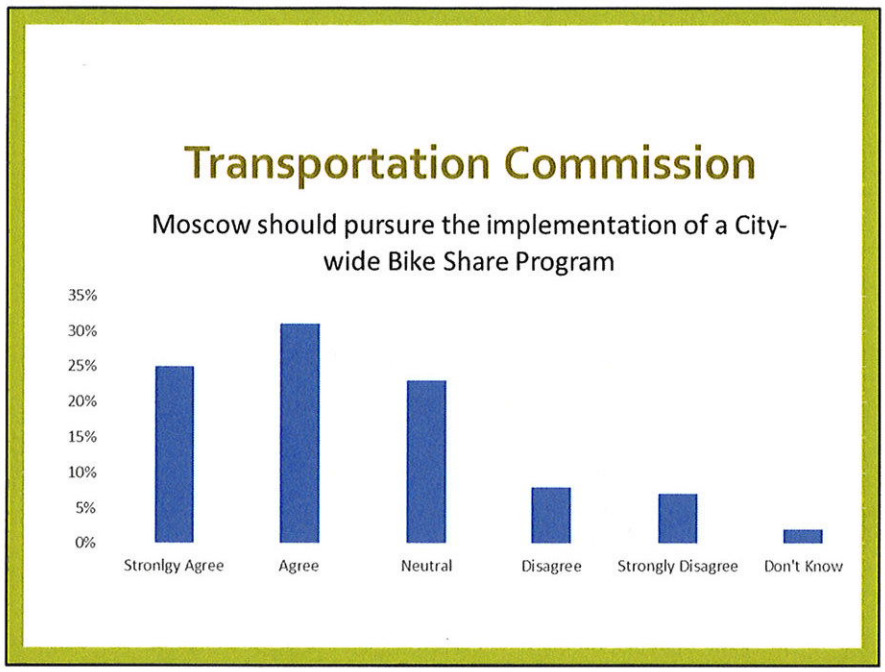
Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)



These next three questions were a little complicated, and we were lucky to get the relatively high response rate of 94%, 95%, and 93%.

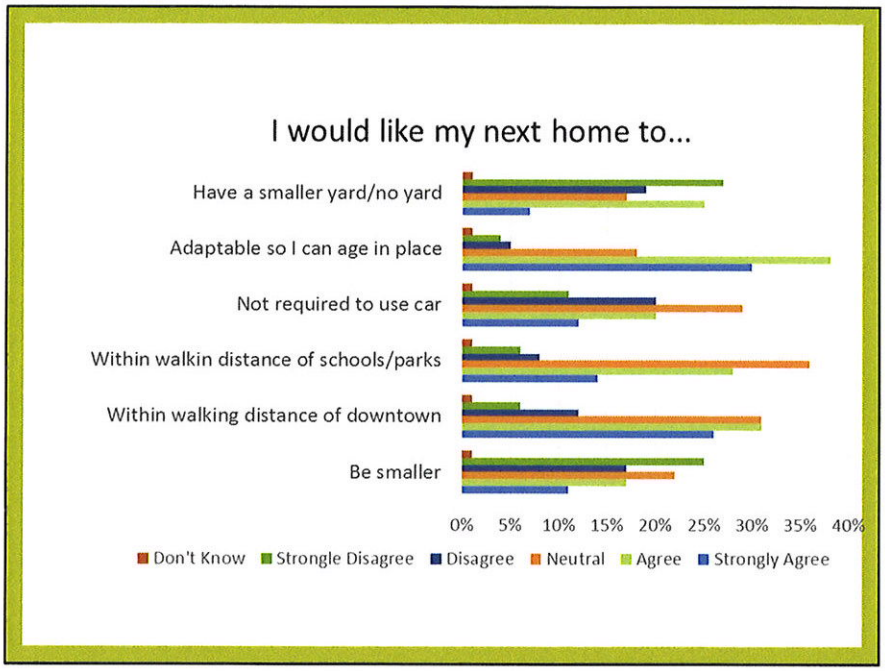
This question asks if citizens believe that public and private colleges and universities should be allowed to apply and receive a conditional use permit to operate in downtown Moscow's Central Business District.

Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)



The Bike Share program is a service that the City of Moscow is considering wherein the City would provide bicycles at stations throughout the City that would be available for short-term rental through a daily, monthly, or annual pass.

Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)



We asked respondents preferences for their next home rating on a likert scale.

Some numbers that stand out:

68% agreed or strongly agreed that they want their home to be adaptable so they can age in place.

Respondents were split on whether they wanted to live where they didn't have to use a car, with about a third agreeing, a third being neutral, and a third disagreeing.

Residents like the idea of being within walking distance of amenities.

Attachment: P&Z Minutes 03-28-18 (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF APPROXIMATELY EIGHT POINT FOUR THREE (8.43) ACRES OF PROPERTY DESCRIBED IN SECTION 1, PROPERTY #1 OF THIS ORDINANCE, AS MODERATE DENSITY RESIDENTIAL (R-2); AND APPROXIMATELY ZERO POINT EIGHT NINE (0.89) ACRES OF PROPERTY DESCRIBED IN SECTION 1, PROPERTY #2 OF THIS ORDINANCE, AS MEDIUM DENSITY RESIDENTIAL (R-3); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the lands described in Section 1 of this Ordinance are currently zoned Farm, Ranch, and Outdoor Recreation (FR) within the City of Moscow; and

WHEREAS, the proposed change from Farm, Ranch, and Outdoor Recreation (FR) to a combination of Moderate Density Residential (R-2) and Medium Density Residential (R-3) is consistent with the underlying 2009 Comprehensive Plan Land Use Designation of Auto-Urban Residential (AU-R); and

WHEREAS, the proposed uses that would be allowed by the proposed zoning are consistent and compatible with the surrounding land uses, provide for the logical, orderly and efficient development of the subject property, and are consistent with the City of Moscow Comprehensive Plan; and

WHEREAS, on March 28, 2018, Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property R-2 and R-3; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on April 16, 2018;

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

SECTION 1: LEGAL DESCRIPTION. This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

PROPERTY #1

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows:

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Attachment: Zoning Ordinance (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89˚30'24" E 1441.13 feet to a 2" aluminum centerline monument; thence N 00˚29'36" E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N 1˚00'54" W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence continuing along said boundary N 89˚39'56" W 45.13 feet to a point on the southerly right-of-way line of Powers Avenue; thence continuing along said boundary N 18˚37'11" W 60.00 feet to a point on the northerly right-of-way line of said Powers Avenue; thence continuing 56.10 feet along said boundary line which is a curve to the right having a central angle of 18˚54'29", a radius of 170.00 feet, and a chord length of 55.85 feet bearing S 80˚50'03" W; thence continuing along said boundary line N 89˚42'42" W 122.50 feet; thence continuing 36.05 feet along said boundary line which is a curve to the right having a central angle of 103˚15'42", a radius of 20.00 feet, and a chord length of 31.36 feet bearing N 38˚04'51" W; thence continuing 58.09 feet along said boundary line, also being the easterly right-of-way line of Nursery Street, which is a curve to the right having a central angle of 15˚07'40", a radius of 220.00 feet, and a chord length of 57.92 feet bearing N 21˚06'50" E; thence continuing along said boundary line N 28˚40'39" E 64.95 feet; thence continuing 212.22 feet along said boundary line which is a curve to the left having a central angle of 36˚50'49", a radius of 330.00 feet, and a chord length of 208.58 feet bearing N 10˚15'17" E to a point and THE TRUE POINT OF BEGINNING for this description;

thence S 81°49'54" W 30.00 feet to a point on the centerline of Nursery Street; thence continuing along said centerline 60.49 feet which is a curve to the left having a central angle of 11°33'06", a radius of 300.00 feet, and a chord length of 60.38 feet bearing N 13°56'43" W; thence continuing along said street centerline N 19°43'17" W 43.66 feet to the centerline intersection with Southview Avenue; thence continuing along said centerline of Southview Avenue N 70°16'43" E 85.88 feet; thence N 19°43'17" W 30.00 feet to a point on the northerly right-of-way line of Southview Avenue; thence N 70°17'43" E 25.94 feet along Southview Avenue right-of-way to the southwest corner of Lot 4, Block 3; thence N 6°25'08" W 116.96 feet to a point on the southerly boundary of Indian Hills 7th Addition; thence continuing along said boundary line N 74°38'16" E 102.42 feet; thence continuing along said boundary line S 81°30'21" E 117.17 feet; thence continuing along said boundary line S 61°56'24" E 225.73 feet; thence continuing along said boundary line S 67°12'04" E 330.00 feet; thence continuing along said boundary line S 72°09'24" E 123.79 feet to a point on the westerly right-of-way line of Alice Street; thence continuing along said boundary line S 89°43'04" E 60.00 feet to a point on the westerly boundary line of Indian Hills 2nd Addition and the easterly right-of-way line of Alice Street; thence S 00°16'56" W 671.71 feet along the easterly boundary line of the Indian Hills Trading Company, LLC Parcel to a point on the northerly right-of-way line of Palouse River Drive, also being 25 feet north of the Section Line; thence continuing along said right-of-way line N 89°30'24" W 30.00 feet; thence N 00°16'56" E 269.28 feet to a point on the southerly boundary line of the Indian Hills Trading Company, LLC parcel; thence N 89˚30'24" W 488.14 feet along the southern boundary of said parcel to the southeasterly corner of Palouse Prairie Charter School Parcel, Instr. No. 590025; thence continuing along said boundary line N 15°11'59" E 267.98 feet; thence continuing along said boundary line N 72°04'12" W 363.70 feet; thence continuing

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Attachment: Zoning Ordinance (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

along said boundary line N 78°00’34” W 100.88 feet to a point on the easterly right-of-way line of Nursery Street and the TRUE POINT OF BEGINNING.

Containing 8.43 acres, more or less, as shown on attached Exhibit “A”.

PROPERTY #2

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89˚30’24” E 1441.13 feet to a 2” aluminum centerline monument; thence N 00˚29’36” E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N 1˚00’54” W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence continuing along said boundary N 89˚39’56” W 45.13 feet to a point on the southerly right-of-way line of Powers Avenue; thence continuing along said boundary N 18˚37’11” W 60.00 feet to a point on the northerly right-of-way line of said Powers Avenue; thence continuing 56.10 feet along said boundary line which is a curve to the right having a central angle of 18˚54’29”, a radius of 170.00 feet, and a chord length of 55.85 feet bearing S 80˚50’03” W; thence continuing along said boundary line N 89˚42’42” W 122.50 feet; thence continuing 36.05 feet along said boundary line which is a curve to the right having a central angle of 103˚15’42”, a radius of 20.00 feet, and a chord length of 31.36 feet bearing N 38˚04’51” W; thence continuing 58.09 feet along said boundary line, also being the easterly right-of-way line of Nursery Street, which is a curve to the right having a central angle of 15˚07’40”, a radius of 220.00 feet, and a chord length of 57.92 feet bearing N 21˚06’50” E; thence continuing along said boundary line N 28˚40’39” E 64.95 feet; thence continuing 212.22 feet along said boundary line which is a curve to the left having a central angle of 36˚50’49”, a radius of 330.00 feet, and a chord length of 208.58 feet bearing N 10˚15’17” E; thence S 81°49’54” W 30.00 feet to a point on the centerline of Nursery Street; thence continuing along said centerline 60.49 feet which is a curve to the left having a central angle of 11°33’06”, a radius of 300.00 feet, and a chord length of 60.38 feet bearing N 13°56’43” W; thence continuing along said street centerline N 19°43’17” W 43.66 feet to the centerline intersection with Southview Avenue and THE TRUE POINT OF BEGINNING for this description;

thence continuing along said centerline of Southview Avenue S 70°16’43” W 34.61 feet; thence continuing along said centerline 215.98 feet which is a curve to the right having a central angle of 26°36’47”, a radius of 465.00 feet, and a chord length of 214.05 feet bearing S 83°35’07” W; thence N 6°53’30” E 30.00 feet to a point on the northerly right-of-way line of Southview Avenue, also being a point on the easterly boundary line of Indian Hills 8th Addition; thence continuing along said boundary line N 11°46’11” E 81.07 feet to a point on the southerly boundary line of Indian Hills 7th Addition; thence continuing along said boundary line N 85°57’42” E 75.00 feet; thence continuing along said boundary line N 70°24’43” E 119.39 feet; thence continuing along said boundary line N 60°14’56” E 110.00 feet; thence S 6°25’08” E 116.96 feet to a point on the northerly right-of-way line of

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Attachment: Zoning Ordinance (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

Southview Avenue; thence S 19°43'17" E 30.00 feet to a point on the centerline of said Southview Avenue; thence continuing along said centerline S 70°16'43" W 85.88 feet to the TRUE POINT OF BEGINNING.

Containing 0.89 acres, more or less, as shown on attached Exhibit "A".

SECTION 2: ZONING. That the property described in Section 1, Property #1 be and the same hereby is zoned Moderate Density Residential (R-2); and, that the property described in Section 1, Property #2 be and the same hereby is zoned Medium Density Residential (R-3); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 221 East 2nd Street.

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 4: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of City of Moscow, Idaho Municipal Code, the definition contained within those portions of the Moscow Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be effective upon its passage approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this 16th day of April, 2018.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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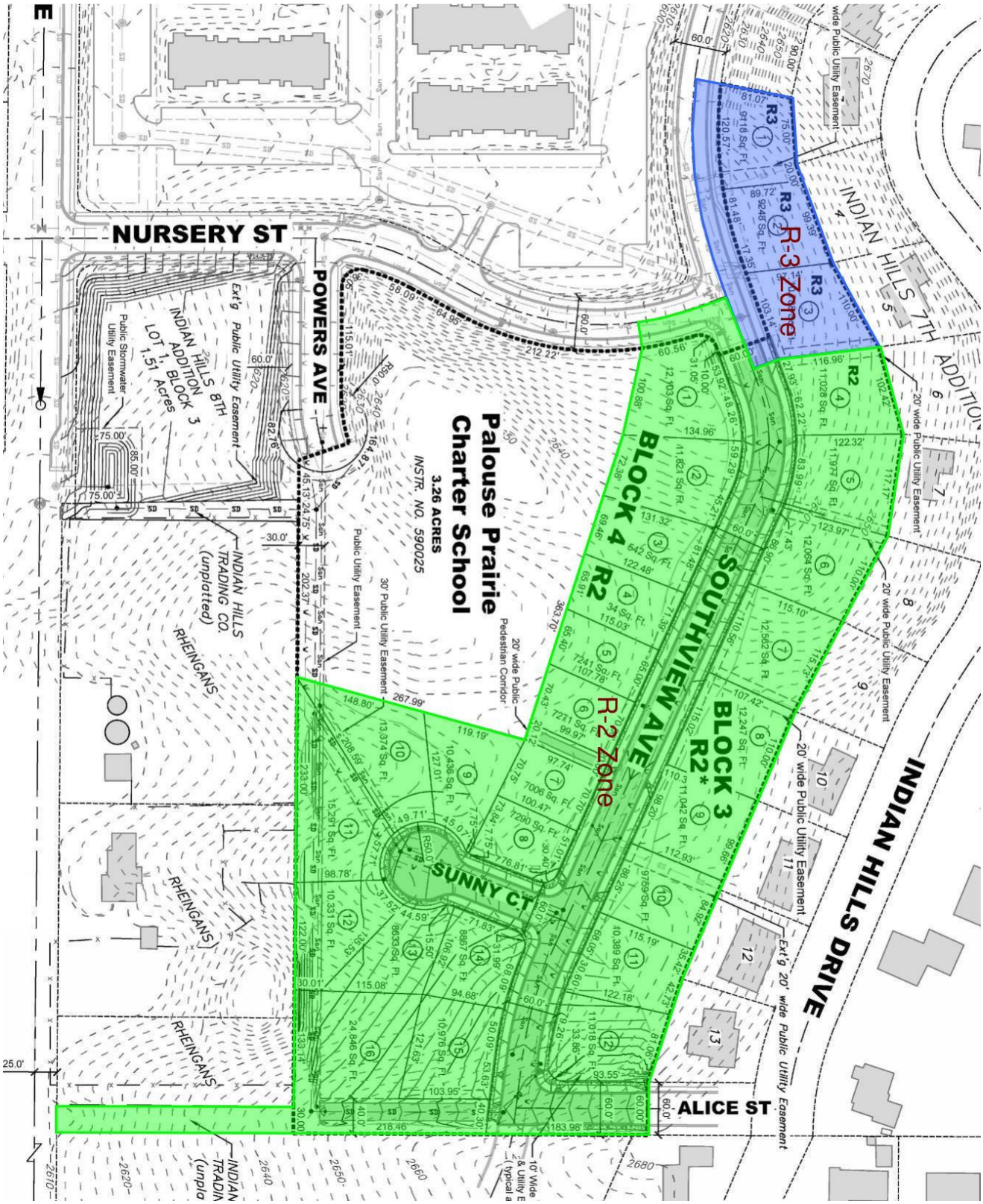
Attachment: Zoning Ordinance (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

EXHIBIT "A"



Attachment: Zoning Ordinance (1702 : Public Hearing: Indian Hills 9 Addition Preliminary Plat and Rezone)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Amending MCC Title 7 Chapter 7 Relating to Fire Prevention
Responsible Staff: Joe Williams

Information

DESCRIPTION: The proposed amendment would adopt the International Fire Code, 2015 Edition with modifications that are consistent with those adopted by the Idaho State Fire Marshal for use in the State of Idaho. This code change is part of the three-year cycle of code revisions published by the International Code Council. Some purposed changes to the city code reflect the renumbering of sections in the 2015 IFC, as well as changes the Building Department has made to the International Building code that mirror the IFC. This was reviewed and recommended for approval by the Administrative Committee on April 9, 2018.

STAFF RECOMMENDATION: Approve the Ordinance amending Moscow City Code Title 7 Chapter 7 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary

PROPOSED ACTIONS: Approve the Ordinance amending Moscow City Code Title 7 Chapter 7 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.

Necessary Resources/Impacts:

N/A

Attachments

FireCodeAmended(2018)(pm4)final

ORDINANCE NO. 2018 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 7, CHAPTER 7; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, pursuant to Idaho Code Section 41-253, the Idaho State Fire Marshal is authorized to adopt the International Fire Code as the minimum standard for jurisdictions within the State of Idaho; and

WHEREAS, the Idaho State Fire Marshal approved the 2015 International Fire Code in March, 2017, and implemented such pursuant to Idaho Administrative Code 18.01.50; and

WHEREAS, individual jurisdictions within the State of Idaho are permitted to amend the provisions of the International Fire Code as adopted, providing that such amendments meet the minimum requirements of the International Fire Code; and

WHEREAS, the City Council has adopted Moscow City Code Title 7, Chapter 7, *et. seq*. adopting previous versions of the International Fire Code as amended by the Council; and

WHEREAS, the City Council has determined it to be in the public interest to adopt the 2015 International Fire Code, subject to the following revisions;

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

SECTION 1: That Moscow City Code Title 7, Chapter 7 be amended as follows:

. . .

Sec. 7-2. Codes Adopted and/or Amended.

A. 1. The International Fire Code, adopted by the State Fire Marshal pursuant to authority provided in Title 41, Chapter 2 of the Idaho Code with revisions, additions, deletions, and/or appendices adopted by the State Fire Marshal and with any further revisions, additions, deletions, and/or appendices as contained in this Chapter, shall be the rules, regulations and ordinances governing and regulating (a) the storage, use and handling of dangerous and hazardous materials, substances, devices and processes;~~,~~ (b) the maintenance of buildings, premises and equipment;~~,~~ (c) the maintenance of adequate egress facilities;~~,~~ and (d) fire safety measures for minimizing losses of life and property.

2. The Clerk shall keep one (1) certified copy of the ~~2012~~ 2015 Edition of the IFC on file. The Clerk shall also keep one (1) copy of the IDAPA 18.01.50 (State Fire Marshal's adoption of the International Fire Code ~~2012~~ 2015 Edition, with amendments) on file. The City shall have on file for inspection the various publications of the National Fire Protection Association (International) that are referenced by the IFC.

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Attachment: FireCodeAmended(2018)(pm4)final (1697 : Amending MCC Title 7 Chapter 7 Relating to Fire Prevention)

B. In addition to appendices adopted by the State Fire Marshal, the following appendices to the IFC are adopted as part of the IFC:

1. Appendix H. Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) instruction;
2. Appendix I. Fire Protection Systems – Noncompliant Conditions;
3. ~~Appendix J. Emergency Responder Radio Coverage.~~
3. Appendix K. Construction Requirements for existing Ambulatory Care facilities.

Sec. 7-3. Amendments, Deletions and Additions.

The IFC is hereby amended as follows:

~~A. *Section 103.2* shall be amended to read as follows:~~

~~The Fire Code Official shall be appointed by the chief appointing authority of the jurisdiction.~~

~~B. *Section 104.1, General*, shall add the following second paragraph:~~

~~The Fire Chief is authorized to administer and enforce this IFC. Under the Chief's direction, the Fire Department is authorized to enforce all ordinances of the jurisdiction pertaining to:~~

~~1. The prevention of fires;~~
~~2. The suppression or extinguishment of dangerous or hazardous fires;~~
~~3. The storage, use and handling of hazardous materials;~~
~~4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire-extinguishing equipment;~~
~~5. The maintenance and regulation of fire escapes;~~
~~6. The maintenance of fire protection and the elimination of fire hazards on land and in buildings and other property, including those under construction;~~
~~7. The maintenance of means of egress; and~~
~~8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials, for authority related to control and investigation of emergency scenes, see Section 104.11.~~

A~~C~~. *Section 105.1.1 Permits* shall be amended as follows:

It shall be unlawful for any person, firm, or corporation to use a building or premises or to engage in any activities for which a permit is required by the authority having jurisdiction without first having obtained such permit. Permits may be required from the Bureau of Fire Prevention.

A permit from the Bureau of Fire Prevention shall be required at all times for the following activities, operations, practices or functions:

1. Carnivals and Fairs;
~~2. Compressed Gases;~~
2~~3~~. Explosives (Fireworks);
~~4. Flammable or Combustible Liquids;~~
~~5. Covered Malls;~~
3~~6~~. Open Burning (delete the exception); and
~~7. Temporary Membrane Structures, Tents and Canopies; and~~
4~~8~~. Pyrotechnic Special Effects Material.

~~D. *Section 108 Board of Appeals* shall be amended as follows:~~

~~*Section 108.1 Board of Appeals established.* In order to hear and decide appeals of orders, decisions or determinations made by the Fire Chief relative to the application and interpretation of this Code, there shall be a Board of Appeals. The Board of Appeals shall be appointed by the Council and shall hold office at its pleasure.~~

~~*Section 108.2 Limitations on authority*. An application for appeal shall be based on a claim that the intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted,~~

DRAFT

Attachment: FireCodeAmended(2018)(pm4)final (1697 : Amending MCC Title 7 Chapter 7 Relating to Fire Prevention)

~~the provisions of this Code do not fully apply, or an equivalent method of protection or safety is proposed. The Board of Appeals shall have no authority to waive requirements of this Code.~~

B~~E~~. *Section 505.1 Address Identification.* New and existing buildings shall be provided with approved address numbers or letters. Each character shall not be less than four inches (4") in height and not less than one half inch (1/2") in width. They shall be installed on a contrasting background and be plainly visible from the street or road fronting the property. When required by the Fire Code Official, address numbers shall be provided in additional approved locations to facilitate emergency response and shall be not less than four inches (4") in height and not less than one half inch (1/2") in width and shall be reflective. Where access is by means of a private road, if the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address numbers shall be maintained.

C~~F~~. *Section 507.5 Fire Hydrants* shall have added:

~~1. No person shall use or operate any hydrant or other valves installed on any water system intended for use by the Chief for fire suppression purposes and which is accessible to any public highway, alley or private way open to or generally used by the public, unless such person first secures a permit for use from the Chief. This section does not apply to the use of any hydrant or other valves by a person employed by and authorized to make such use by the water company which supplies water to such hydrants or other valves.~~

~~2. Any person, firm or corporation specifically permitted to operate and use any hydrant shall be liable for any injury or damage thereto. Whenever the Chief determines that the visibility of any fire hydrant is wholly or partially obscured by light or sign standards, utility poles or by other similar structures or installations from the view of the members of the Fire Department answering emergency calls, he may cause to be painted on such structures or installations a stripe the same color as that of the hydrant not over twelve inches (12") in width and not more than four feet (4') from the ground surface of such structure or installation.~~

~~3.~~ Five inch (5") storz fittings shall be installed on all new hydrants.

D~~G~~. *Section 507.5.4 Obstruction* shall have added:

1. No vehicle shall be placed in front thereof or within fifteen feet (15') of either side of said fire hydrant, distance to be measured along curb in each direction from a line drawn from the center of the fire hydrant perpendicular to the curb, except when the Fire Code Official determines and approves a distance less than fifteen feet (15').

2. Except, that an emergency fire, police or ambulance shall be allowed to park in the above designated area for emergency or inspection purposes only.

E. *Section 703.2.4 Hold Open Devices.* Where the International Building Code requires self-closing doors, the Fire Code Official may require magnetic hold open devices that release upon activation of a fire alarm.

F~~H~~. *Section 903.2.8* shall be amended as follows:

Exception: An automatic fire sprinkler is not ~~requiqred~~required in Group R containing two (2) units or less.

G~~I~~. *Section 903.3.6 Hose Threads* shall have added:

Fire hose threads for Fire Department connections shall be two point five inches (2.5").

H~~J~~. *Section 907.1 Fire Alarm and Detection Systems* shall have added:

Partial or Limited Detection systems are Allowed. If notification devices are provided, they shall meet requirements of Subsection 7.3.G.1 herein.

I~~K~~. Section 915.1~~908.7~~ shall be amended as follows:

Section 915.1~~908.7~~ Carbon Monoxide Alarms. New and existing group I or R occupancies located in a building containing a fuel-burning appliance or a building which has an attached garage,

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Attachment: FireCodeAmended(2018)(pm4)final (1697 : Amending MCC Title 7 Chapter 7 Relating to Fire Prevention)

where a permit is required for additions, remodels, and/or gas mechanical work, shall be equipped with single station carbon monoxide alarms.

~~L. *Section 2301 Motor Vehicle Fuel Dispensing Stations* shall have added:~~

~~6. Emergency telephone numbers, including fire, police and ambulance, shall be posted in large type near telephone facilities. Sufficient telephone facilities shall be maintained by the operator in the station so as to permit quick outgoing calls at any time.~~

~~7. Water shall be available at each island to be used in any emergency created by spills or other causes. Other fire control devices shall be provided in accordance with local authority requests.~~

J~~M~~. *Section 2305.1.1 Delivery Vehicle Location* shall have added:

In making a delivery of Class I liquids to a bulk plant and to a service station, the tank vehicle shall be completely off the street and sidewalk area.

K~~N~~. *Section 5706.1.1 Special Operations* is amended to read as follows:

3. (a) Any person, firm, or corporation desiring to install a bulk plant for the handling or storage of flammable liquids within the corporate limits of the City, shall make application to the Bureau of Fire Prevention for a permit to do so. Such application shall include a plat or sketch showing the proposed location, a full description of the proposed installation to include the size and character of tanks proposed to be installed, a statement as to whether the tanks are to be located above or underground, and proposed measures for fire protection.

(b) This application shall be submitted to the Council, together with a recommendation of said Bureau of Fire Prevention as to the action to be taken.

(c) The Council shall act on said application at the earliest possible date by accepting or rejecting same, and its decision shall be final.

(d) The Clerk shall notify the Bureau of Fire Prevention in writing of the action taken by the Council on the application. If the action of the Council is favorable, the Bureau of Fire Prevention will issue the permit. If not, the permit shall be denied.

L~~O~~. *Section 6004.2.2.7 Treatment Systems* shall have added:

Exception: Upon approval of the Fire Chief, emergency response kits recommended by the Chlorine Institute may be used for chlorine gas product leaks in lieu of the treatment system requirements of this section as long as there are an adequate number of responders immediately available who are trained in their use and who are acceptable to the Fire Chief.

M~~P~~. *Chapter 80, Referenced Standards,* shall have added: Beginning on page 463~~439~~ of the NFPA Referenced Standards, the most current NFPA standards shall be considered part of the requirements of the IFC to the prescribed extent of each such reference.

~~Q. Appendix B, Section B 105 is hereby amended to read as follows:~~

~~The minimum fire-flow requirements for one (1) and two (2) family dwellings with fire areas not exceeding three thousand six hundred (3,600) square feet shall be one thousand (1,000) gallons per minute for dwellings in subdivisions constructed after the effective date of this ordinance and seven hundred fifty (750) gallons per minute in existing subdivisions.~~

~~EXCEPTION: Fire flow may be reduced fifty percent (50%) when the building is provided with an approved automatic sprinkler system.~~

~~The fire flow for buildings other than one (1) and two (2) family dwellings shall be not less than that specified in Table B 105.1.~~

~~EXCEPTION: The required fire flow may be reduced up to seventy-five percent (75%) when the building is provided with an approved automatic sprinkler system, but in no case less than one thousand five hundred (1,500) gallons per minute.~~

~~R. *Appendix D, Fire Apparatus Access Roads, D107.1* One (1) or two (2) family dwelling residential developments. Exceptions: Item 1. In the first sentence, replace the words "or fewer" with the word "more".~~

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Attachment: FireCodeAmended(2018)(pm4)final (1697 : Amending MCC Title 7 Chapter 7 Relating to Fire Prevention)

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Sec. 7-6. Appointment and Duties of Fire Chief.

The head of the Bureau of Fire Prevention shall be ~~a~~ the Fire Chief appointed by the Mayor, by and with the advice and consent of the Council and the Moscow Volunteer Fire Department Board of Directors. The Fire Chief shall be charged with:

A. The general supervision and administration of the Bureau of Fire Prevention (Fire Department) and of all officers and employees of said Department;
B. The prevention of fires and the protection of life and property against fire; and
C. The responsibility for the maintenance and care of all property, fire apparatus and equipment used by the Department.

Sec. 7-7. Violations; Penalties.

A. It shall be unlawful for any person to violate any provision of the IFC or this Title, as amended, deleted or added to, ~~of~~ by the City.
B. Giving false fire alarms; tampering with a fire alarm, fire-detection or fire extinguishing system. It shall be unlawful for any person to wantonly and willfully give or cause to be given, or to advise, counsel, or aid and abet anyone in giving a false alarm of fire, or break the glass key protector, or to pull the slide, arm, or lever of any station or signal box of any fire-alarm system, except in case of fire, or willfully misuse or damage a portable fire extinguisher or in any way to willfully interfere with, damage, deface, molest, or injure any part or portion of any fire alarm, fire detection, smoke detection or fire extinguishing system.

~~B. Any person violating any of the provisions of the IFC shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined pursuant to this Code and the Idaho Code. Each day a violation of the provisions of this Chapter continues, shall constitute a separate offense.~~

~~C. In Section 109.4, Violation Penalties, IFC, delete everything after the phrase "shall be guilty of a," and replace with the word "misdemeanor".~~

C. Any person violating any provision of this Chapter shall be subject to the following:

It is an infraction punishable by a fine of one hundred dollars ($100) plus court costs for any person to violate provisions of this Chapter for the first time. A second violation within five (5) years is an infraction punishable by a fine of three hundred dollars ($300) plus court costs. A third violation within five (5) years shall be a misdemeanor as defined by the Idaho Code and shall subject such person up to the maximum misdemeanor penalties as provided in the Idaho Code.

Each separate day during which any violation of this Chapter occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as stated herein.

• • •

Sec. 7-9. Safety Inspections.

A. No inspection shall take place during the nighttime hours unless the inspector has probable cause to believe that life-threatening circumstances exist on the premises or the owner or a resident consents to the inspection.
B. All commercial buildings, including buildings of three (3) or more units used for residential uses, shall be subject to inspection during daylight hours. Owners or residents may demand twenty-four (24) hours' notice of such inspection.
C. Single family or duplex dwellings may not be inspected unless such inspection has been requested by the owner or a resident, or the inspector has cause to believe that a dangerous situation exists or that a law, code, or ordinance related to the safe and proper use of the premises exists.

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Attachment: FireCodeAmended(2018)(pm4)final (1697 : Amending MCC Title 7 Chapter 7 Relating to Fire Prevention)

D. When violations are noted by the Fire Marshal's office, the owner/and occupants shall be given at least thirty (30) days to correct the noted violations, unless the violations are life threatening. If the violations are life threatening, a shorter time period may be given or the property may be ordered vacated. After expiration of the period given for correction, the premises ~~will~~ may be reinspected.

E. Inspection Fee. A fee, as set from time to time by Resolution of the Council, shall be assessed for reinspection of premises at which violations have been noted. The fee for an inspection may be waived if it is found that all necessary corrections have been completed. If, after the original inspection and three (3) reinspections of the premises, the owner or occupant has failed to correct the safety violations the Fire Marshal~~l~~ may order the premises to be vacated and that the premises not be utilized until all corrections have been made and inspected. The owner of the premises shall be responsible for all fees charged pursuant to this section. The Council may, from time to time, amend the fees charged under this section by resolution.

• • •

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 7 shall be in full force and effect.

SECTION 3: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2018.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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Attachment: FireCodeAmended(2018)(pm4)final (1697 : Amending MCC Title 7 Chapter 7 Relating to Fire Prevention)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Guiding Principles of Affordable Housing Resolution
Responsible Staff: Ryan Cash

Information

DESCRIPTION: Over the last year, the Fair and Affordable Housing Commission has been discussing the lack of affordable housing in Moscow and the idea of creating a series of principles for the development of affordable housing. The 2016 American Community Survey identified that twenty-nine percent (29%) of Moscow's population is currently living in poverty. Also, a recent survey of local affordable housing projects indicated that there are no housing units available in any low income housing developments located within the City of Moscow and all such units have waiting lists. The Commission believes that safe and affordable housing should be a basic human right and that everyone including key community workers such as teachers, police officers, healthcare workers, retail workers, civil servants, and others should be able to live within the communities they serve. As such, the Commission has worked with Sojourners Alliance, Moscow Affordable Housing Trust, Family Promise of the Palouse, and other community groups to develop guiding principles for the development of affordable housing. The intent of having guiding principles for the development of affordable housing is to provide a clear statement about the community Moscow desires to be, provide a framework for the pursuit of adequate housing for residents across the spectrum, and to support the City in pursuing grant funding for affordable housing projects. The Commission reviewed the final draft resolution at their last meeting on February 1, 2018, and forwarded it on for City Council's review and approval. This was presented by staff and Randy Baukol, chair of the Fair and Affordable Housing Commission to Administrative Committee on April 9, 2018, at which time there was no public comment received. This was reviewed and recommended for approval by the Administrative Committee on April 9, 2018.

STAFF RECOMMENDATION: Approve the resolution.

PROPOSED ACTIONS: Approve the resolution or take other such action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

Principles For Affordable Housing Resolution 2018

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ADOPTION OF GUIDING PRINCIPLES OF AFFORDABLE HOUSING FOR THE CITY OF MOSCOW, IDAHO; PROVIDING FOR THE CERTIFICATION THAT THE CITY OF MOSCOW AFFIRMATIVELY PROMOTES AFFORDABLE HOUSING WITHIN THE COMMUNITY; PROVIDING THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the 2016 American Community Survey identified that twenty-nine percent (29%) of Moscow's population is currently living in poverty; and

WHEREAS, a recent survey of local affordable housing projects indicated that there are no housing units available in any low income housing developments located within the City of Moscow, and all such units have waiting lists; and

WHEREAS, the City of Moscow believes that safe and affordable housing should be a basic human right; and

WHEREAS, the City of Moscow believes that the availability of affordable housing strengthens the community by providing housing for the community's workforce and ensuring that key community workers such as teachers, police officers, healthcare workers, retail workers, civil servants, and others are able to live within the communities they serve; and

WHEREAS, the City of Moscow believes that having guiding principles for the development of affordable housing provides a clear statement about the community Moscow desires to be, provides a framework for the pursuit of adequate housing for residents across the spectrum, and supports the City in pursuing grant funding for affordable housing projects; and

WHEREAS, the City of Moscow hereby establishes the following guiding principles for the development of affordable housing within the community:

1. The City encourages both for-profit and not-for-profit community organizations (such as the Moscow Affordable Housing Trust, Habitat for Humanity, realtors, builders/developers, and lending institutions) to pursue the development of affordable housing within Moscow; and

2. The City encourages the efforts of local social service and volunteer organizations in providing emergency or transitional housing for those experiencing or facing the risk of homelessness.

3. The City believes that affordable housing:

    a. should be integrated into the community, existing neighborhoods, and in locations with proximity to essential services such as transportation, shopping, food, and schools; and

Attachment: Principles For Affordable Housing Resolution 2018 (1693 : Guiding Principles for Affordable Housing Resolution)

b. should include a wide range of housing options for people at various stages in their lives and at all income levels; and

c. should be energy efficient, safe, contribute to the community, and be attractive so as not to impact the character of the surrounding neighborhoods.

4. The City believes that ongoing access to education on rights and responsibilities to both landlords and tenants is important to ensure that all participants understand their roles of housing within the community.

NOW, THEREFORE, be it resolved by the City Council of the City of Moscow, Idaho, that the included guiding principles for the development of affordable housing is hereby adopted as guidance for City of Moscow in the promotion of affordable housing within the community.

Passed by the City Council and approved by the Mayor this ___ day of _____, 2018.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Solid Waste Transportation and Disposal
Responsible Staff: Tim Davis

Information

DESCRIPTION: The City of Moscow began exporting municipal solid waste in 1993. The City has experienced very favorable transportation and disposal rates since that time. The original 1993 bid/contract was awarded to Waste Management, which at that time, had anticipated opening a regional landfill in Adams County Washington (Hooper/Washtucna area), only 74 miles away from Moscow and bid the project accordingly. The Adams County Regional Landfill did not come to fruition, which required Waste Management to haul and dispose of Moscow waste at Columbia Ridge Landfill in Arlington, Oregon, 224 miles from Moscow. Moscow has been fortunate to pay for hauling and disposal rates based on a 148 mile round trip rather than the actual 448 mile round trip. Empire Disposal of Colfax, Washington, was the original sub-contractor providing hauling services for Waste Management on the Moscow project. Empire Disposal was later acquired by Waste Connections, which inherited the sub-contract haul through the acquisition. In 2009, Waste Management assigned the Moscow transportation and disposal contract, with Moscow's approval, to Waste Connections, who also owns Finley Buttes Regional Landfill in Boardman, Oregon. By disposing of Moscow waste at Finley Buttes Regional Landfill, the round trip for each load was reduced by 40 miles. Waste Connections also implemented additional cost cutting measures by switching from 48 foot containers to 53 foot aluminum possum belly chip trailers, capable of hauling 23% additional volume payloads, thus reducing the frequency and number of loads necessary.

Staff approached the City's current solid waste transportation and disposal contractor, Waste Connections regarding the extension of Moscow's current transportation and disposal contract under the existing terms, but Waste Connections insisted that any extension be tied to a fuel peg price or surcharge escalator. Tying escalators to fluctuating fuel costs would leave the City vulnerable due to the uncertain nature of fuel costs.

Having a final 5 year option remaining on the current transportation and disposal contract and with prior City Council approval, staff issued a Request for Proposal to provide Solid Waste Transportation and Disposal on January 10, 2018, as an opportunity to test the market for competitive, longer term proposals, while maintaining the leverage of the final 5 year option. Proposals were evaluated by a committee consisting of City Supervisor Gary J. Riedner, City Attorney Mia Vowels, City Sanitation Operations Mgr. Tim Davis, Latah County Solid Waste Coordinator Amanda Bashaw and Whitman County Solid Waste Director David Nails. The committee unanimously rated a proposal received from Finley Buttes Limited Partnership, a subsidiary of Waste Connections (the current contractor for the City of Moscow), as the most favorable proposal. General terms of the proposal include a cost of service of $51.75 per ton for transportation and disposal. This rate is an increase of approximately $1.20 to $1.30 per ton over the current rate beginning October 1, 2018. Annual cost escalator would remain 80% of the annual average fluctuation to the Consumer Price Index and not tied to fluctuating fuel costs or fuel peg prices or surcharges in any way. The initial term would begin on October 1, 2018, for a period of seven years with two additional five year options. If all options are exercised, the term of the contact would extend to September 30, 2035, or seventeen years. These term option periods allow the City flexibility to pursue other opportunities that may present themselves in the future. The Finley Buttes Limited Partnership proposal and cost of service, while slightly higher in cost per ton than current costs, provides twelve additional years of service and positions Moscow comfortably into the future with one of the most favorable transportation and disposal rates in the Pacific Northwest for municipalities that long haul waste.
This was reviewed and recommended for approval by the Public Works/Finance Committee on 4/9/2018.

STAFF RECOMMENDATION: Approve the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and direct staff to negotiate an agreement.

PROPOSED ACTIONS: Approve the Finley Buttes Limited Partnership proposal to provide Solid Waste Transportation and Disposal Services and direct staff to negotiate an agreement, or take such other action deemed appropriate.

Necessary Resources/Impacts

Sanitation Fund

Attachments

T & D RFP Clean td1918
Proposal-FBRL

City of Moscow

Request for Proposal

To provide

Solid Waste Transportation and Disposal Services

City of Moscow, Idaho

Department of Sanitation

P O Box 9203

Moscow, Idaho 83843

Issue Date: January 10, 2018

Response Due Date: February 14, 2018

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

Purpose

The City of Moscow is seeking Requests for Proposal (RFP) from qualified firms or individuals to provide transportation and disposal of Non Hazardous Municipal Solid Waste (MSW) to an approved and permitted RCRA subtitle D landfill from the Moscow Solid Waste Processing Facility (SWPF) Transfer Station located at 3299 Highway 8 East, Moscow, Idaho 83843. Project duration is anticipated to be from October 1, 2018 to September 30, 2035. The City may, at its sole option, extend the current contract for five (5) years, until September 30, 2023. In addition, the City may, at its sole discretion, opt out of the final five (5) year option of the current contract upon City Council's selection of a new service provider.

The current contract grants the City the right to renew the contract for a final five (5) year option beginning October 1, 2018. The City must provide the current service provider one-hundred twenty (120) days' notice of its intention to exercise its option to renew the contract. If the City does not exercise its option to renew the current contract, it will terminate on September 30, 2018.

Background

The City of Moscow is located in Latah County, approximately 85 miles south of Spokane, WA, 35 miles north of Lewiston, ID and 8 miles east of Pullman, WA, and is the home of the University of Idaho. Moscow has a population of 25,233 and is the largest city in Latah County. By means of a franchise agreement with Latah Sanitation, Inc., the City of Moscow provides curbside collection of municipal solid waste (MSW), bi-weekly collection of single stream recycling, MSW transfer station facility services, City-owned recycling center services, yard waste drop off services, non-municipal solid waste (NMSW) landfill services and household hazardous waste (HHW) services. This franchise agreement expires in 2035.

The remaining population of Latah County (not including the City of Moscow) is 13,963 and includes the cities of Bovill, Deary, Genesee, Juliaetta, Kendrick, Potlatch, Troy and the unincorporated areas of Latah County. Latah County and the cities mentioned, have separate solid waste collection contracts with Latah Sanitation, Inc., as well as separate disposal contracts with the City of Moscow, which include MSW transfer station facility services, recycling center access, NMSW landfill services and HHW services. The contracts with the City of Moscow expire in 2023. Latah County also administers recycling programs and bulky waste services for County residents including cities other than Moscow.

The City of Moscow currently contracts with Waste Connections of Idaho for transportation and disposal of MSW accepted at the transfer station. MSW is hauled to and disposed at Finley Buttes Regional Landfill in Boardman, Oregon. This contract expires September 30, 2018, unless the City of Moscow chooses to exercise an option to renew the contract for an additional five years, beginning October 1, 2018.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

The City of Moscow is contractually responsible for ultimate disposal of solid waste generated in Latah County and is considering opting out of the five (5) year renewal option of the current contract for Solid Waste Export Services in favor of a longer term MSW transportation and disposal contract.

The transfer station is an open pit design with loading scales and a "Grizzly" knuckle boom crane mounted over the pit for compaction of waste into trailers. Net load weights consistently average twenty nine (29) tons per load using aluminum possum belly chip trailers. Annual tonnage shipped over the past three years is as follows;

- 2015 – 18,690 tons
- 2016 – 19,527 tons
- 2017 – 20,059 tons

The past ten years average annual tonnage shipped is 18,626 tons, but the City of Moscow makes no guarantee of future tonnage. The SWPF Transfer Station receives most of the weekly tonnage from residential/commercial collections on Monday through Friday. Saturdays are primarily self-haul tonnage. Proposer shall provide adequate equipment and be capable of transporting an average of ninety (90) tons of MSW daily and one-hundred fifty (150) tons of MSW daily during peak seasonal activity (April – October).

Operating hours at the SWPF Transfer Station are 8:00 a.m. to 4:30 p.m. Monday through Saturday. For the purposes of carrying out provisions of this RFP, 24/7 access to the site and trailers will be given to the successful bidder. However, during inclement weather, access roads are only maintained during normal operating hours.

The following holidays are observed at the SWPF Transfer Station:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Procurement Schedule

The following timetable outlines the anticipated schedule for the RFP and contract process. The timing and sequence of events resulting from this RFP may vary and shall ultimately be determined by the City.

✓ Request for Proposal Issued	January 10, 2018
✓ Final Deadline for Written Questions	January 31, 2018
✓ Proposals Due	February 14, 2018

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

✓ Evaluation of Proposals	February 15 – 23, 2018
✓ Contractor Interviews (if necessary)	March 5 – 9, 2018
✓ Present Staff Selection to City Council Committees	March 12, 2018
✓ City Council Approval to Proceed	March 19, 2018
✓ Contract Negotiations Begin	March 20, 2018
✓ City Council Award of Contract	May 7, 2018
✓ Service Delivery Begins	October 1, 2018

Site Visit Requirements/Pre-Bid Meeting

It shall be **mandatory** that interested proposer attend a scheduled visit of the City of Moscow SWPF Transfer Station and pre-bid meeting, located at **3299 Highway 8 East, Moscow, Idaho 83843** to view the operations. This will familiarize prospective proposer with the site layout, pit location and size, trailer staging area, as well as an overview of transfer station operations at the City of Moscow. **Site visit and pre-bid meeting will be held at the SWPF Transfer Station on January 25, 2018 at 1:30 p.m**. Attendance is mandatory. Proposers may not rely on verbal responses to questions at the site visit and pre-bid meeting. Any changes to the RFP that result from the pre-bid meeting shall be incorporated into the RFP by way of addendum.

Examination by Proposers

Each proposer is responsible for examining the RFP prior to submitting a proposal. Failure to examine the RFP document and any errors made in the preparation of a proposal are at the proposer's own risk. While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for proposers. The City does not warrant or guarantee the information to be comprehensive or exhaustive. Nothing in this RFP is intended to relieve proposers from forming their own opinions and conclusions with respect to the matters addressed in this RFP. The proposer agrees that by submitting a proposal to this RFP that it has satisfied itself by proposer's own investigation and research regarding all such conditions, and that proposer's conclusion to enter into a contract and execution of a contract is based upon such investigation, research and evaluation, and that the proposer shall make no claim against the City because of any estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

Inquiries and Addendum

It is the responsibility of each proposer to examine the entire RFP and, as necessary, seek clarification (inquiries). This RFP may only be modified by a written addendum issued by the City.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

Proposers shall not rely upon verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of this RFP.

All inquiries regarding this RFP shall be directed in writing (e-mail, fax or mail) to the City of Moscow Sanitation Operations Manager by January 31, 2018. Contact information:

Tim Davis
City of Moscow
Sanitation Operations Manager
P O Box 9203
Moscow, ID 83843
tdavis@ci.moscow.id.us
Fax: 208-883-0737

All inquiries will be responded to in the form of written addenda. No further inquiries will be accepted after 4:00 p.m. local time on January 31, 2018.

Scope of Work

Proposer shall be responsible to furnish all equipment, labor, materials, supplies, utility services, facilities and management necessary to transport and dispose of MSW delivered to the Moscow SWPF Transfer Station to a permitted RCRA Subtitle D Landfill. Proposer shall comply with all established local, state and federal laws and regulations. All legal modes of transportation proposed will be considered, but must be identified and supplied by the proposer or its subcontractor(s). The successful proposer shall take title to and ownership of the City's waste upon connection to loaded trailers/containers/chassis at the Moscow SWPF Transfer Station. Proposer is solely responsible for transporting waste to the approved disposal facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transport or unloading. Proposer shall be responsible for City's waste upon its delivery to and burial at the landfill and is solely responsible for its disposal after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with landfill operations. Proposer shall provide alternate and/or backup facilities/plans.

If proposer requires subcontracted services to meet this scope of work, proposer must include information in its response which defines the proposed subcontracted services and statements that demonstrate that the subcontractor is capable and intends to provide the proposed service if the proposer is selected. Proposer shall be liable to the City for services to be provided by proposer's subcontractors. Proposals shall be structured such that presentation of information on transportation services is independent from information presented on disposal services. Proposals must specify if equipment or facilities are shared in the performance of either service and to what extent.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

Commencement Date and Term

The initial contract term shall begin October 1, 2018 for the period of seven (7) years. The City shall have the right to renew the contract for two (2) additional periods of five (5) years each in duration under the same provisions and for the same service fee and adjustment provisions.

Proposal Requirements

Proposals shall include, at a minimum, the following:

A. Cover Letter.
Provide name, address, telephone number and e-mail address of the individual authorized to contractually bind the proposer and be signed by the company's authorized representative. Name, address, telephone number and e-mail address of the proposer's key contact person. Name of the company that will execute the contract, in the event it is awarded. A written statement acknowledging the validity of the proposal contents including proposed rate and pricing for not less than one-hundred and eighty (180) days from the RFP due date.

B. Business Structure.
Identify the company that will execute the contract. State whether each company is a sole proprietorship, partnership, corporation, limited liability company or joint venture. Describe the relationship of the proposer to the executing company. If the proposer is teaming under a joint venture arrangement, describe if and where the entities have collaborated before. The company, a subcontractor, or member of a joint venture must have principals or employees who will be committed to the contract and have a minimum of five (5) years management experience in operations similar to the activities described in this RFP.

C. Schedule.
A reasonable schedule must be presented for equipment procurement, staffing, and management assuming the proposer assumes contract responsibility October 1, 2018.

D. Insurance and Performance Bond.
The proposing company, or separate company guaranteeing the performance of the proposing company, must show evidence of its ability to secure the performance bond and insurance requirements found in Appendix A.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

E. Experience.
Each proposer shall supply recent examples of similar projects with other municipalities that the proposer has been involved with. Include related projects with discussion comparing similarities with this proposed project.

F. References.
Provide a list with contact information of agencies the proposer has listed as having provided or currently providing MSW transportation and disposal services.

G. Breach of Contract Resolution.
Identify any solid waste long haul transport and/or disposal services contract in the United States in the past five (5) years for which a breach of contract claim was made against the proposer or its subcontractor. Describe the nature of the claim of breach and the measures taken to resolve the claim.

H. Litigation History.
Description of any litigation with a local or state government within the United States in the past five (5) years. Include the name of the entity, type of services provided, date of litigation, description of claim, and resolution of litigation.

I. RCRA Subtitle D Landfill Plan.
Proposer shall own or have a substantial financial interest in a commercially operated RCRA Subtitle D landfill lawfully permitted to receive MSW. Alternatively, the proposer may identify a publically-owned RCRA Subtitle D landfill that is able to guarantee through an intergovernmental agreement that services will be provided to the proposer for the term of the contract. The landfill(s) accepting solid waste shall have long-term capacity, or demonstrated ability to construct sufficient capacity, to receive City MSW over the life of the contract. Commitments from the public entity to enter into an agreement with the City of Moscow must be submitted with the proposal.

J. Transportation Plan.
Proposer shall own, or maintain rights to, transportation systems of sufficient capacity and permitted authority to transport all MSW delivered to the City of Moscow SWPF Transfer Station throughout the life of the contract. Failure of the proposer to provide adequate trailers/containers/chassis during normal operations shall be considered actual damage to the City of Moscow. Costs to remedy damage including, but not limited to, fines to the proposer, overtime, equipment hours, contract hauling, lost revenue and regulatory fines, will be billed back to the proposer.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

K. Alternate Operations Plan.

In relation to each of the service components described above, proposers are encouraged to include within the operations section of their proposal descriptions how proposer intends to provide for the following considerations.

I. **Service Redundancy**. Describe secondary, or backup, systems that will be readily available for transport and disposal of MSW should the primary system become temporarily or permanently unavailable.

II. **Service Reliability**. Describe measures that will be taken by the proposer to ensure system reliability throughout the term of the contract.

III. Ability to support emergency operations in the event of a regional natural disaster or catastrophic system failure.

L. Price Proposal.

Proposer is required to submit its Transportation and Disposal Rate proposal using the proposal form provided in Appendix B. The Transportation and Disposal Rate form must be completed. Failure to do so ***will disqualify*** the proposal. The Transportation and Disposal Rate proposal must be based upon the scope of work stipulated in this RFP. Proposal must include a method for annual adjustments to rates for the duration of the contract. Annual rate adjustments will be subject to negotiation with the successful proposer.

M. Proposal Firm Offer.

Proposal shall remain firm and unaltered after the time of closing, February 14, 2018, at 5:00 p.m. Local Time, and for one hundred and eighty (180) calendar days from such date. The City may accept a proposal, subject to successful contract negotiations, at any time after the proposal due date. The City and proposer may mutually agree to extend the period during which the proposal shall remain firm and unaltered.

Proposer Expenses

Proposers are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any proposer for any claims, whether for costs or damages incurred by the proposer in preparing the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

Acceptance of Proposals

This RFP should not be construed as an agreement to purchase goods or services. The City ***is not*** bound to enter into a contract with the proposer who submits the lowest priced proposal ***or*** with any proposer. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any proposer. The City reserves the right to reject any or all proposals, for any reason, or issue subsequent requests for new proposals or additional information and waive any or all informalities. Parties submitting proposals in response to this RFP waive any claims related to, or arising out of, the RFP process.

Definition of Contract

Notice in writing to a proposer that it has been identified as the successful proposal and the subsequent full execution of a written contract will constitute a contract for goods and services, and no proposer will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

Proposal Evaluation Process

A selection committee will evaluate and numerically rate each Proposal and determine the best proposer deemed most qualified based on the below criteria. All responsive submittals will be evaluated on the following point allocation:

Total cost of services based on the price proposal specified in this RFP. **50 points**

Experience with similar projects with other municipalities. **15 points**

Disposal, Transportation and Alternate Operations Plans and project approach. **20 points**

Technical merits of the proposal. **15 points**

<u>Submission of a Proposal indicates the proposer's acceptance of the selection procedure, criteria and process and recognition that subjective judgements may be made by City Selection Committee</u>.

Upon review and rating of the Proposals, the highest rated proposer may be invited in for an interview or begin Contact negotiations with the City. If an agreement cannot or is not reached with the highest ranked proposer, City reserves the ability to consider the second ranked proposal. The same process may be repeated with the other ranked proposals if no such agreement is reached. The City reserves the right to not select any proposal associated with this Request for Proposal.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

The City may elect to conduct supplementary interviews with proposers, based on selection committee recommendations. If on-site interviews are necessary, proposers will be responsible for all costs associated with providing a presentation.

All proposals and materials submitted shall be the sole property of the City of Moscow and, to the extent prescribed by law, may not be used in a manner or reproduced in any form by others without the written permission of City.

Proposal envelopes and packages must be addressed as follows:

City of Moscow Sanitation RFP
Attention: Laurie Hopkins, City Clerk
206 E. Third St
P O Box 9203
Moscow, ID 83843

Response Deadline

February 14, 2018

5:00 p.m. Local Time

Project Contact

Tim Davis
City of Moscow
Sanitation Operations Manager
208-883-7131
tdavis@ci.moscow.id.us

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

Appendix A

Insurance

1. Comprehensive General Liability of not less than $1,000,000 per occurrence and $5,000,000 aggregate.
2. Automobile Liability of not less than $5,000,000 combined single limit (each accident).
3. Umbrella Liability of not less than $15,000,000 each occurrence and aggregate.
4. Workers Compensation and Employers' Liability of not less than $1,500,000.

Performance Bond

Provide proof of ability to acquire a performance bond naming the City of Moscow as the Obligee in the following amounts. The first year of operations under the contract, the amount of the performance bond shall be $600,000. The second and all subsequent years of operations under the contract, the performance bond shall be not less than sixty (60) percent of the revenue the City projects the proposer will earn under the contract for the period of the performance bond.

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

Appendix B

Proposed Cost of Service

Cost proposals are based on unit weight of quantities of MSW made available to the proposer. Proposed costs will be used as a basis of contract and no changes or adjustments of cost will be made during contracted period of time. Proposer must complete both Cost of Disposal and Cost of Transportation sections below.

Cost For Disposal Of MSW _____ Per Ton

Cost For Transportation Of MSW _____ Per Ton

Method For Annual Rate Adjustments:

Attachment: T & D RFP Clean td1918 (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

Proposal for

Solid Waste Transportation and Disposal Services

Prepared for the City of Moscow

February 14, 2018

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

Table of Contents

A—Transmittal Letter 1

B—Business Structure 1
- **Company to Execute Contract** 1
- **Subcontractor** 1
- **Commitment** 1
- **About FBRL** 1
- **About Dietrich Trucking** 2

C—Schedule 3

D—Insurance and Performance Bond 3

E—Experience 3

F—References 4
- City of Moscow 4
- Skamania County 4
- Lewis County 4
- Grays Harbor/Aberdeen 4
- Clark County 5

G—Breach of Contract Resolution 5

H—Litigation History 5

I—RCRA Subtitle D Landfill Plan 5

J—Transport Plan 5

K—Alternate Operations Plan 6

L—Price Proposal 6

M—Proposal Firm Offer 7

Appendix A—Certificate of Insurance

Appendix B—Performance Bond

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

A—Transmittal Letter

February 14, 2018

Laurie Hopkins, City Clerk
City of Moscow
221 E. Second Street
Moscow, ID 83843

Subject: Proposal for Solid Waste Transportation and Disposal

Dear Ms. Hopkins and Proposal Review Committee Members:

Enclosed is Finley-Buttes Limited Partnership's (FBLP's) dba Finley Buttes Regional Landfill's (FBRL's) proposal to the City of Moscow (City) for solid waste transportation and disposal. We are excited about the opportunity to continue supporting the City.

Like Waste Connections of Idaho, Inc. (WCID), FBLP is a wholly owned subsidiary of Waste Connections, Inc. (WCI). WCID has been pleased to provide transportation and disposal services to the City over several years and hopes to continue for many years. Under a new contract with FBLP, the City will experience ***no*** changes in the service or staff who have been providing service under the WCID contract.

Throughout WCID's contract with the City, we have made efforts to improve the efficiency and minimize environmental impact of operations, including the introduction of larger possum-belly trailers that have 22 cubic yards of additional volume (15% more volume than the 53-foot trailers used in prior service) and 23% more volume than 48-foot rail containers. This change lessened the frequency of trailer change-outs and lowered the greenhouse gas emissions of our operations. FBLP will continue to seek out cost-effective and environmentally responsible improvements, should it be awarded this contract.

Key Contact Person and Contract Manager

Dean Large
Sales Manager
Waste Connections, Inc.
PO Box 61726
Vancouver, WA 98666
DeanL@wcnx.org
(360) 608-3902

Contractual Authority

Jason Hudson
Division Vice President, Columbia River Division
Waste Connections, Inc.
12115 NE 99th St., Suite 1830
Vancouver, WA 98682
JasonH@wcnx.org
(360) 944-2374

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

Name of Company to Execute Contract

Finley-Buttes Limited Partnership

Proposal Validity

FBLP hereby states that its proposal will be valid for one hundred eighty (180) days from the RFP due date.

If you should have any questions or need additional information, please do not hesitate to contact Dean or either of us.

Sincerely,

Finley-Buttes Limited Partnership

Kevin Green
District Manager
Finley Buttes Regional Landfill
73221 Bombing Range Road
Boardman, OR 97818
KevinG@wcnx.org
541-965-1339

Jason Hudson
Division Vice President, Columbia River Division
Waste Connections, Inc.
12115 NE 99th St., Suite 1830
Vancouver, WA 98682
JasonH@wcnx.org
(360) 944-2374

CC: Dean Large, FBRL; Jocelyn Jones, FBRL

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

B—Business Structure

Company to Execute Contract

A corporation and wholly owned subsidiary of Waste Connections, Inc., Finley-Buttes Limited Partnership (FBLP) dba Finley Buttes Regional Landfill (FBRL) is the entity that will enter into the City agreement. Waste Connections, Inc. is a publicly-traded corporation whose common shares are traded under the ticker symbol WCN on both the New York Stock Exchange and the Toronto Stock Exchange. No other entities will be participating in the execution of the proposal.

FBRL proposes to continue operations currently provided to the City under a contract with FBLP. On February 18, 2009, the City consented to the sale of the Waste Management of Washington contract for solid waste transportation and disposal services to WCID originally dated September 30, 1993. FBLP will be obligated to manage the long-term contract for transportation and disposal services and receive solid waste at FBRL, located near Boardman, Oregon.

Subcontractor

Supporting FBRL is Dietrich Trucking LLC, a Washington limited liability company. Dietrich Trucking currently provides subcontract solid waste transportation services between the City of Moscow SWPF Transfer Station and FBRL. These operations will remain unchanged under any new contract. Dietrich Trucking uses six 53-foot possum-belly solid waste trailers having a maximum payload of 32.5 tons. The transfer station has loaded an average of 30.14 tons per trailer over the past 3 years. The introduction of these trailers to the City of Moscow solid waste service has increased maximum payloads by 15 percent and reduced greenhouse gas emissions. Increasing payloads should save time for the City's transfer station operators by decreasing the number of loads each year.

Commitment

FBRL and the managers of Dietrich Trucking are committed to the City of Moscow solid waste services throughout the term of this agreement. Unlike prior solid waste contract holders, we have no plans to offer the contract to any other solid waste firm. Managers at FBRL and Dietrich Trucking have been managing solid waste transportation and disposal services since 1993 and Finley Buttes has more than 200 years of remaining life.

About FBRL

FBRL began operations in 1990 as a fully compliant Subtitle D solid waste landfill. Located south of Boardman, Oregon, Finley Buttes enjoys the benefit of a favorable geology, climate, and transportation hub. Currently, FBRL has approximately 200 years of remaining life and has always operated to the highest environmental standards set by the Environmental Protection Agency. The regulating agency for FBRL is the Oregon DEQ, who issued permit #394 to FBRL in 1990.

FBRL consists of 1,800 acres of property, of which 498 acres are currently permitted for landfill operation. The landfill has an approved design capacity of over 80 million tons and averages 3,200 tons per day in daily gate receipts and over 800,000 tons of solid waste annually. At this rate of fill, it will have a site life in excess of 200 years. FBRL is located in Boardman, Oregon, about 160 miles east of Portland, Oregon. WCI acquired the landfill in March 1999.

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

FBRL has operated a unique landfill gas-to-energy facility since December 2007. It helps meet Renewable Portfolio Standard (RPS) requirements for renewable energy and the EPA's new Source Performance Standards (NSPS) for greenhouse gas reductions. Energy from the facility is transmitted to PacifiCorp's Troutdale, Oregon, substation where it is distributed to PacifiCorp customers. Use of the landfill gas to co-generate both electricity and heat for Cascade Specialties, Inc.'s adjacent onion drying plant results in energy conversion efficiencies that exceed 70 percent.

Summary of FBRL:

- Subtitle D Regional Landfill: Accepts MSW, Special Waste, Asbestos, C&D, Liquids for Solidification and Liquids for Beneficial Use
- Remaining Capacity: 143,066,000 CY
- Annual tons per year: over 800,000 tons per year or 3,200 tons per day (open 5 days/week)
- Permitted landfill footprint: 498 acres
- Total property: 1,800 acres
- 18 employees (Operators, Laborers, Mechanics Office Staff, Sales Staff)
- Landfill Gas-to-Energy Plant
  - Vertical and horizontal gas wells
  - Landfill gas (LFG) is collected and used to operate 3 Caterpillar engines, generating 4.6 MW of electricity that is transmitted into the electrical grid (enough to power 3,000 homes).
  - Transfers 210,000 therms per year of heat to onion drying plant Cascade Specialties. As a result of this agreement, Cascade Specialties has reduced their annual natural gas usage by 20%-30%.

About Dietrich Trucking

D & R Dietrich and Sons started trucking services in 1999, near the end of Dick Dietrich's 30-year career as the owner of Dietrich Excavation, where Richard had become a valuable employee. As Richard took the helm of their new company, Sand & Gravel Magazine stated, "D & R Dietrich & Sons

is one of the most respected mid-size dump truck and excavation outfits in Southwestern Washington." D & R continuously grew and became Dietrich Trucking, LLC in 2008. Fast-forward to 2018: Dietrich Trucking has 105 employees, a fleet of over 90 trucks, and is one of the most respected mid-size trucking companies in Washington, Oregon, and Idaho.

In collaboration with their customers, each of Dietrich's solid waste truck-and-trailer configurations can haul up to 32.5 tons by using 53-foot possum-belly solid waste trailers, where the industry standard is 28 tons or less. Dietrich currently provides the City of Moscow's MSW transportation service out of their Lewiston, Idaho, yard and have also been transporting solid waste out of the Clearwater Mill for 15 years, with whom Dietrich received a 10-year contract extension in October 2017. Dietrich currently provides similar MSW transportation for the Washington cities of Port Angeles, Grays Harbor, Raymond, Long Beach, and Lewis and Skamania counties; and for the City of Gresham, Oregon.

C—Schedule

FBLP already has equipment, management, and staffing in place—the management team, supporting staff and equipment will remain unchanged under a new contract with the City of Moscow. We currently have six tractors and trailers assigned to your operations and typically replace tractors and trailers on a 10-year cycle. Dietrich Trucking has a local office and maintenance facility in Lewiston, Idaho, to support the City of Moscow solid waste requirements.

D—Insurance and Performance Bond

Evidence of insurance and performance bond are attached as Appendixes A and B. A performance bond will be issued to the City of Moscow in the amount of $600,000.00 prior to October 1, 2018. Subsequent performance bonds will be in the amount of 60% of the cost of service expected during the period of the bond.

E—Experience

FBRL is a subsidiary of Waste Connections, Inc. WCI owns or operates 94 active municipal solid waste ("MSW"), E&P, and/or non-MSW landfills; has hauling operations in 38 states as well as Canada; and owns or operates 133 transfer stations.

Since its founding in 1997 in Vancouver, Washington, WCI has grown into the third largest solid waste and recycling services provider in North America through a series of acquisitions of private and publicly-traded waste companies; divestitures from other solid waste companies; privatization of governmental operations; and successfully bidding, securing, and maintaining a large number of municipal contracts.

In 2009, WCID purchased the contract for solid waste transportation and disposal services from Waste Management of Washington for the City of Moscow. WCID provides a fleet of 53-foot possum belly solid waste trailers to the City of Moscow Transfer Station and manages the transportation of MSW to FBRL and disposal of MSW at FBRL in Boardman, Oregon. In 2017, WCID handled 20,300 tons of solid waste from the City.

WCI provides similar solid waste transportation and disposal services to Lewis County (52,282 tons in 2017); Aberdeen and Grays Harbor (53,526 tons in 2017); Port Angeles (20,873 tons in 2017);

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

Skamania County (7,810 tons in 2017); and Clark County (360,623 tons in 2017). Our supporting transportation infrastructure is broad, and our staff are highly experienced. FBRL is the only landfill in Oregon that accepts MSW using barge, rail, and trucking. The Port of Morrow has a solid waste unloading site originally built in support of solid waste hauls using barges. FBRL operates a unit-train sized (9,000 feet) rail siding at the Port of Morrow to receive solid waste by rail. FBRL is near the intersection of I-84 and I-82, where the routes from Portland, Seattle, and Boise converge. This interstate provides reliable truck transport of solid waste to FBRL.

FBRL supports private solid waste collection companies in Pendleton, Hermiston, Heppner, Pasco, and other communities throughout the Northwest with solid waste disposal services. These customers self-haul solid waste to FBRL.

F—References

City of Moscow

Tim Davis
221 E. Second Street
Moscow, ID 83843
208-883-7131
tdavis@ci.moscow.id.us

Skamania County

Brad Uhlig
PO Box 790
Stevenson, WA 98648
(509) 427-3926
uhlig@co.skamania.wa.us

Lewis County

Steve Skinner
Lewis County
PO Box 180
Centralia, WA 98531
(360) 740-1403
Steve.Skinner@lewiscountywa.gov

Grays Harbor/Aberdeen

Mark Cox
Grays Harbor County
PO Box 511
Montesano, WA 98563
(360) 964-1647
mcox@co.grays-harbor.wa

FINLEY BUTTES LANDFILL COMPANY

Clark County
Mike Davis
1601 E. Fourth Plain Blvd.
Building 17
Vancouver, WA 98661
360-397-6118, ext 4920

G—Breach of Contract Resolution

Neither FBLP dba FBRL or Dietrich Trucking LLC has received a breach of contract claim during the past 5 years for any contract.

H—Litigation History

Neither FBLP dba FBRL or Dietrich Trucking has had litigation with a local or state agency during the past 5 years.

I—RCRA Subtitle D Landfill Plan

FBRL wholly owns the 1,800-acre landfill located south of Boardman, Oregon. Within the 1,800-acre property, the Oregon DEQ issued permit #394 for 510 acres. We have not expanded into the entire footprint and anticipate a remaining useful life of 200 years. Typically, we line five to 10 acres at a time, typically every two years.

Our Wasco County Landfill acts as a backup to Finley Buttes. Located in The Dalles, Oregon, the Wasco County Landfill has 335 acres and currently has approximately 60 years of remaining life. Wasco is a Subtitle D solid waste landfill operating under Oregon DEQ permit #53.

J—Transport Plan

Dietrich Trucking LLC, guaranteed by FBLP, currently operates six 53-foot, possum-belly solid waste trailers managed from their operations base in Lewiston, Idaho. These trailers have proven to be sufficient to transport 100% of the City of Moscow's solid waste to FBRL. Empty trailers are staged at the City of Moscow Transfer Station, filled by the City-managed employees, and transported to FBRL. Typically, the transportation route is from the transfer station to FBRL, using WA highway 270 to Pullman, WA; highway 195 from Pullman to Colfax, WA; highway 26 from Colfax to WA highway 395; south on WA highway 395 to OR highway 730; west on OR highway 730 to Bombing Range Road, and south on Bombing Range Road to FBRL.

Dietrich Trucking occasionally needs to move its current fleet of 56 trailers from the many sites it manages. The flexibility of a transportation system using trucks allows Dietrich to respond quickly to changing conditions unique to each site. It typically takes one to two days to relocate equipment from any operation in Washington or Oregon. Local management based in Lewiston is readily accessible to the City of Moscow.

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

FINLEY BUTTES LANDFILL COMPANY

K—Alternate Operations Plan

The primary system of operations used by FBRL is truck transport. Due to the location of the City of Moscow, truck transport is the only way to remove solid waste from the transfer station. We rely on a Washington and Oregon system of highways to transport waste out of the City of Moscow. While our primary transport route runs through Colfax to WA highway 395, we could reach FBRL using alternate routes, including WA highway 12 through Lewiston.

Because FBRL is serviced by barge through the Port of Morrow, we could transport solid waste containers through the Port of Lewiston or Tidewater's Wilma Terminal for transport to the Port of Morrow. Likewise, the Port of Lewiston is rail served. In the extremely unlikely event truck transport is no longer available, we would consider solid waste transport by rail through Lewiston.

Dietrich Trucking currently operates 56 solid waste trailers in Oregon and Washington, ordered 10 trailers for delivery Q2 2018 and plans to order 20 additional trailers later this year. If a disaster occurs in a local community, and with a fleet of 86 trailers, Dietrich has equipment assets that could relocate in support of emergency scenarios. Additionally, FBRL has access to hundreds of open-top solid waste shipping containers that were built to transport solid waste on rail or by barge.

Any regional disaster will tax the solid waste system. As a subsidiary of WCI, the 3rd largest solid waste company in the United States and the largest solid waste company in Canada, FBRL can draw upon WCI's resources and work together, as a region, to mitigate the emergency situation.

L—Price Proposal

Our price to provide transportation and disposal service to the City of Moscow is as follows:

Appendix B

Proposed Cost of Service

Cost proposals are based on unit weight of quantities of MSW made available to the proposer. Proposed costs will be used as a basis of contract and no changes or adjustments of cost will be made during contracted period of time. Proposer must complete both Cost of Disposal and Cost of Transportation sections below.

Cost For Disposal of MSW	$32.69	Per Ton
Cost For Transportation of MSW	$19.06	Per Ton
Method For Annual Rate Adjustments:	80% of Consumer Price Index, U.S. Average	

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

M—Proposal Firm Offer

As stated in the enclosed transmittal letter, FBLP hereby states that its proposal will be valid for one hundred eighty (180) days from the RFP due date. The proposal shall remain firm and unaltered from 180 days following February 14, 2018.

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Portland Oregon Office
851 SW 6th Avenue
Suite 385
Portland OR 97204-1309 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:	ACE Property & Casualty Insurance Co.	20699
INSURER E:		
INSURER F:		

INSURED
Waste Connections US, Inc.
3 Waterway Square Place
Suite 110
The Woodlands TX 77380 USA

COVERAGES CERTIFICATE NUMBER: 570067647281 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			HDOG27867510	08/01/2017	08/01/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$5,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISA H09061071	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION			XOOG27614620003 SIR applies per policy terms & conditions	08/01/2017	08/01/2018	EACH OCCURRENCE	$15,000,000
							AGGREGATE	$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC64413557 AOS	08/01/2017	08/01/2018	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC64413545 CA, MA	08/01/2017	08/01/2018	E.L. EACH ACCIDENT	$1,500,000
							E.L. DISEASE-EA EMPLOYEE	$1,500,000
							E.L. DISEASE-POLICY LIMIT	$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Includes: Waste Connections of Idaho, Inc.
City of Moscow is included as Additional Insured. Additional Insured does not apply to Workers' Compensation.

CERTIFICATE HOLDER
City of Moscow
122 East 4th Street
Moscow ID 83843 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

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Holder Identifier :
Certificate No : 570067647281
Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

AGENCY CUSTOMER ID: 10780715

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.	NAMED INSURED Waste Connections US, Inc.
POLICY NUMBER See Certificate Number: 570067647281	
CARRIER See Certificate Number: 570067647281 — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		SCFC64416649 WI	08/01/2017	08/01/2018		

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The Hanover Insurance Group®

January 19, 2018

City of Moscow
221 E. Second Street
Moscow, ID 83843

Re: Finley-Buttes Limited Partnership
Solid Waste Transportation and Disposal Services
Bond Requirement: $600,000.00

To Whom It May Concern:

Finley-Buttes Limited Partnership is a highly regarded client of The Hanover Insurance Company for bonding purposes.

We understand that Finley-Buttes Limited Partnership will be presenting a proposal to you for Solid Waste Transportation and Disposal Services. If the proposal is accepted and Finley-Buttes Limited Partnership is asked to post a performance bond, The Hanover Insurance Company will issue this bond on their preferred annually renewable performance bond form in the amount of $600,000.00 per the Request for Proposals dated January 10, 2018, a copy of which is attached.

If you have any questions about this fine client please feel free to me a call at 916.971.8845.

Sincerely,

The Hanover Insurance Company

By: _____
Lisa Betancur, Attorney-In-Fact

2505 Second Ave, Suite 705 ▪ Seattle, WA 98121

Phone | 206-454-8708 *Fax* | 508-635-1703

www.Hanover.com

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

David W. Garese, Audrey C. Skeen, Brooke A. Skeen, Lisa Betancur and/or Robert Garese

Of **Excel Bonds & Insurance Services, Inc. of Sacramento, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 ($10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19thday of January 2018

CERTIFIED COPY

Theodore G. Martinez, Vice President

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

ACKNOWLEDGMENT

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 Sacramento)

On January 19, 2018 before me, Margaret Mary Catarella, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur,
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.

MARGARET MARY CATARELLA
Commission # 2076507
Notary Public - California
Sacramento County
My Comm. Expires Aug 1, 2018

Signature Margaret Mary Catarella (Seal)

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

Bond No. _____
Premium $_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ ($_____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____, _____.

_____

_____ _____
(Witness)

_____

_____ _____
(Attest) , Attorney-In-Fact

S-5025 (7/98)

Attachment: Proposal-FBRL (DOC-2018-26 : Solid Waste Transportation and Disposal)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 04/16/2018
Title: Paradise Creek Floodplain Study Project
Responsible Staff: Bill Belknap

Information

DESCRIPTION: The Moscow Urban Renewal Agency (MURA) has been working with a developer to potentially redevelop three properties currently addressed as 213 Spotswood, 225 Spotswood and 222 Troy Road, all located within the Legacy Crossing Urban Renewal District and just east of the South Couplet. Through the course of completing its due diligence work, the developer identified that the subject property is located within the mapped 100 year floodplain and any new structures placed upon the property would be required to be elevated approximately three feet above current property elevation. Further examination appears to indicate that the current floodplain boundary may be the result of outdated Federal Emergency Management Agency (FEMA) map data which includes three bridge crossings that no longer exist and which previously presented an obstruction to flood waters.

The MURA engaged Alta Science and Engineering to update the model to reflect current conditions and analyze the resulting impact upon the 100 year flood plain elevations and extents. If the analysis indicated there could substantial reductions to flood elevations and extents, the City could pursue a Letter of Map Revision (LOMR) to amend the designated floodplain boundaries and elevations within the area. There are 29 parcels, including those under contract by the developer, that are impacted by the current floodplain boundary and 14 of those parcels are located within the Legacy Crossing Urban Renewal District. The lowering and/or reduction of the regulatory floodplain would significantly assist in the potential redevelopment of the impacted properties.

The study has been organized into three phases. Phase I included the conversion of the prior FEMA floodplain model to the current modeling platform and updating the model to reflect the two current bridge structures in the study area based upon the bridge construction drawings and other available existing data. If the Phase I analysis appears to indicate an anticipated reduction of flood elevations, the study would proceed to Phase II which would include field survey work to collect current channel and floodplain cross sections necessary for a full modeling analysis. If the full model analysis continues to show a beneficial reduction of flood elevations and extents the project would proceed to Phase III which would include the assistance and support in preparation and processing of the LOMR application to FEMA to facilitate the remapping process.

The MURA completed Phase I of the study which indicated that a full study would likely reduce the regulatory floodplain, and on February 5th, the City Council agreed to fund one half of the cost of Phase II of the study. The Phase II work has been completed by Alta Science and Engineering and the analysis indicate that after the model was updated to reflect current channel conditions, the floodplain was significantly reduced and all 23 parcels located north of the Troy Highway were completely removed from the regulatory floodplain. Staff is recommending that the Study proceed to Phase III which would include the application for the Letter of Map Amendment to request the revision to the regulatory floodplain. After consultation with FEMA, it was determined that there would be no application fee for the Map Amendment as it is based upon more detailed information and/or errors within the effective Flood Insurance Study. Alta has provided a proposal in the amount of $2,700 to prepare the application materials, and any additional work necessary to respond to any technical requests from FEMA would be paid upon a time and material bases in accordance with the master services agreement with Alta.

On April 5th, the MURA Board approved proceeding with Phase III in an amount not to exceed $4,000 ($2,700 for the application preparation and up to $1,300 for any technical request responses), and is reuesting that the City continue the partnership with the MURA and fund one half of that amount. The City Supervisor is recommending that the requested $2,000 could be funded from City Council Non-Prioritized Projects, 101-010-10-670-16, per the attached memo.

Because of a scheduling oversight, this matter was not brought before a Council committee prior to proceeding to City Council consideration. Staff had obtained authorization to bring the matter to City Council directly as a regular agenda item to avoid delay.

STAFF RECOMMENDATION: Receive the MURA request to participate in funding Phase III of the flood study and authorize $2,000 funding from Legislative Non-Prioritized Projects.

PROPOSED ACTIONS: Receive the MURA request to participate in funding Phase III of the flood study and authorize $2,000 funding from Legislative Non-Prioritized Projects or take such action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

Phase 3 Scope and Budget
memo-AdminComm;floodplain study funding memo 0418

Alta Science & Engineering, Inc.

alta-se.com

March 30, 2018

Bill Belknap
Moscow Urban Renewal Agency

Subject: Scope and Budget – Paradise Creek LOMR

Dear Bill,

Our proposed scope for the next phase of the Paradise Creek LOMR project has a single deliverable – a complete LOMR Application Package base on updated conditions, which includes the following elements:

- Project Narrative and Cover Letter
- Application Forms

The following items are essentially complete and may only need minor updates before submittal. We will also need to run CHECK-RAS and address any discrepancies prior to submittal.

- Topo and Annotated Firm Maps
- Duplicate Effective Model
- Corrected Effective Model
- Revised Conditions Model

We assume the City or URA will provide significant support writing the Project Narrative and Cover Letter and will be responsible for all application fees and required public and landowner notifications.

Our anticipated fee to produce and compile these items into a complete LOMR application package is no more than $2,700.

Once the LOMR application is submitted, responses to further technical requests from FEMA will be addressed by Alta on a time and expense basis according to the rates provided in the Master Services Agreement.

Sincerely,

Susan Firor
Principal

Moscow Office
220 East Fifth Street
Suite 325
Moscow, Idaho 83843
208-882-7858

Kellogg Office
1220 Big Creek Road
Suite A
Kellogg, Idaho 83837
208-786-1206

Boise Office
988 South Longmont Avenue
Suite 200
Boise, Idaho 83706
208-336-7080

MEMORANDUM

To: City Council Administrative Committee
From: Gary J. Riedner, City Supervisor
c: Mayor Lambert, Bill Belknap, Community Development Director, Sarah Banks, Assistant Finance Director, Jen Pfiffner, Assistant City Supervisor
Date: January 19, 2018
Re: Request for Authorization to Use Legislative Non-Prioritized Projects to Fund Flood Plain Remap Project

---

As noted in January, 2018, the Moscow Urban Renewal Agency (MURA) had been approached by a developer who desires to redevelop three properties adjacent to Highway 8 near Spotswood Street in Moscow. The area which is being considered for redevelopment is located within the currently-designated 100 year floodplain, which requires that new structures placed upon the property would be required to be elevated approximately three (3) feet above the property elevation.

The MURA funded the Phase I Floodplain Assessment in the amount of $1,500. ALTA Engineering was the consultant which conducted the Phase I Assessment. The findings and conclusions of that Phase I Assessment indicated that the current floodplain designation would likely to change significantly if remapped, which would in turn significantly impact the construction elevation requirements within the area.

The City partnered with the Moscow Urban Renewal Agency in the amount of $16,000 to fund Phase II, which included a new survey and complete model analysis of the area. The MURA was the contracting entity for the study. The City's portion of the funding was $8,000, funded from Community Development Planning and Consulting Services ($5,000) and Legislative Non-Prioritized Projects ($3,000).

The Phase II work has been completed by Alta Science and Engineering and the analysis indicated that the floodplain was significantly reduced and all 23 parcels located north of the Troy Highway were completely removed from the regulatory floodplain.

The MURA is recommending that the Study proceed to Phase III which would include the application for the Letter of Map Amendment to request the revision to the regulatory floodplain. Alta has provided a proposal in the amount of $2,700 to prepare the application materials, and any additional work necessary to respond to any technical requests from FEMA would be paid upon a time and material bases in accordance with the master services agreement with Alta. The MURA is requesting the City to fund one-half of the cost of Phase III which is estimated to be $4,000. The City's share would be $2,000.

Legislative Non-Prioritized Projects is funded and maintained for use at the City Council's discretion for projects which were not identified or considered in the City Council's deliberations during the FY2018 budget process. This allows flexibility for the Council to fund worthwhile projects or programs which were not anticipated. In the past, these funds have been utilized for many different projects, such as participation in the North Idaho Legislative Tour (FY2017; $5,000); participation in repairs at Sojourner's Alliance ($12,500; FY2017); participation in construction of the conference room at the Latah Recovery Center ($4,500; FY2017), study of the Highway 8 bicycle-pedestrian underpass ($7,145; FY2015); and participation in the initial Palouse Knowledge Corridor Be the Entrepreneur Boot Camp ($5,000; FY2015).

The remaining available funding in the FY2018 Legislative Non-Prioritized Projects line item is $17,000.

Attachment: memo-AdminComm;floodplain study funding memo 0418 (1699 : Paradise Creek Floodplain Study Project)