



Moscow City Council Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

Council Chambers

7:00 PM

July 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

1. Consent Agenda

A. Approval Of Moscow City Council June 18, 2018 Minutes – Laurie M. Hopkins

Documents:

[CITY COUNCIL MINUTES OF JUNE 18, 2018.PDF](#)

B. Disbursement Report For June 2018 - Gary J. Riedner

Presentation of the Accounts Payable Report for the month ending June 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

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

Documents:

[DISBURSEMENT REPORT FOR JUNE 2018.PDF](#)

C. Third Quarter Financial Report (April 1, 2018 To June 30, 2018) For FY2018 - Gary J. Riedner

Presentation of the financial report for the third quarter of FY2018 (April 1, 2018 to June 30, 2018). This was reviewed and recommended for approval by the Public Works/Finance Committee on July 11, 2018.

ACTION: Approve the report.

Documents:

[THIRD QUARTER FINANCIAL REPORT \(APRIL 1, 2018 TO JUNE 30, 2018\) FOR FY2018.PDF](#)

D. Great West Engineering Master Agreement For Professional Services - Les MacDonald

Public Works wishes to add the firm of Great West Engineering, Inc. of Helena, Montana to our consultant roster so that any future design work for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Agreement has been created for this purpose. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

ACTION: Approve the Master Services Agreement for professional services by Great West Engineering, Inc.

Documents:

[GREAT WEST ENGINEERING MASTER AGREEMENT FOR PROFESSIONAL SERVICES.PDF](#)

E. Keller Associates Master Agreement For Professional Services - Les MacDonald

The Public Works Department wishes to retain the firm of Keller Associates, Inc. of Meridian, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. Keller's original Master Agreement was executed on June 27, 2016 and has recently expired. The attached second Master Agreement will allow the City to continue to retain Keller for ongoing and upcoming design services. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

ACTION: Approve the Master Services Agreement for professional services by Keller Associates, Inc.

Documents:

[KELLER ASSOCIATES MASTER AGREEMENT FOR PROFESSIONAL SERVICES.PDF](#)

F. Itani Park Professional Engineering Services Agreement - David Schott

The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250. The funding source is the Hamilton Fund, and was approved through the FY2018 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process. The purchase of playground equipment and rubber safety tiles was approved by City Council on June 18, 2018. The next step in the project is to construct a pad for the playground equipment and an accessible path to the playground equipment. Due to the

topography and the drainage of the park, professional engineering services are required for the pathway design to meet the Americans with Disabilities Act (ADA) and ensure proper drainage. The Public Works / Finance Committee reviewed and recommended approval for the Itani Park Pathway Project on July 9, 2018.

ACTION: Approve agreement with Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund.

Documents:

[ITANI PARK PROFESSIONAL ENGINEERING SERVICES AGREEMENT.PDF](#)

G. Moscow School District Community Playfields Pathway Project - David Schott

The City issued a solicitation for bids to four (4) concrete contractors on June 7, 2018 for the Moscow School District Community Playfields Pathway Project. The base bid for the project includes the installation of an eight (8) foot concrete pathway from the northwest corner of the existing parking lot to Field 4 to the north and an add alternate #1 to relocate an irrigation system lateral. The origin of the project was a request from the public to provide American with Disabilities Act (ADA) compliant access to Field 4. The FY2018 budget for the project is \$32,000 for an ADA compliant pathway to Field 4 and will be expensed from 121-185-30-658-20, R & M Grounds - Moscow School District Community Playfields. One (1) bid proposal was received with a base bid of \$22,896.50 and alternate #1 of \$430. The Public Works / Finance Committee reviewed and recommended approval on July 9, 2018.

ACTION: Accept the low bid from McCall's Classic Construction, Inc., award the contract in the amount of \$23,326.50 for Base Bid and Add Alternative No. 1, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Documents:

[MSDCP PATHWAY PROJECT.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 - Human Rights Commission - James Fry / Ken Faunce

6. Public Hearing: Proposed Rezone At 109 N Almon Street - Michael Ray

The applicant, Garrett Thompson, is requesting to rezone a 13,033 square foot parcel located at 109 N Almon Street. The parcel is currently within the Multiple Family Residential (R-4) Zone which the applicant is proposing to change to the Neighborhood Business (NB) Zone.

The Planning & Zoning Commission conducted a public hearing on June 27, 2018 and recommended approval of the rezone request.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Documents:

[PUBLIC HEARING - PROPOSED REZONE AT 109 N ALMON STREET.PDF](#)

7. Bid Award 5339 Grant Shelters - 2018 – Les MacDonald

The City published an advertisement for bids on June 16, 2018 for the 5339 Grant Shelters - 2018 Project. The base bid for the project provides for the assembly and installation of six (6) owner furnished, pre-manufactured shelters: Three (3) 5' x 10' bus shelters, two (2) 5' x 14' bus shelters, and one (1) 12' x 18' bicycle shelter at City Hall. It will also includes the installation of trash receptacles, two-tiered bicycle racks, a bicycle repair station, and one (1) owner furnished, pre-manufactured bench. This project also includes reinforced concrete support slabs, retaining walls, adjoining sidewalks, and some necessary electrical work. The Engineer's estimate for the project was \$98,502.32

Bid opening for the project took place on July 3rd, 2018, at which three responsive bids were received. Of the responsive bids received, numbers ranged from \$98,624.82 to \$142,893.82. McCall's Classic Construction was the low bidder on the project with a bid of \$98,624.82. See attached bid tabulation.

On December 18, 2017, the City Council approved the Grant Project Funding Agreement for the ITD 5339 Bike and Bus Shelter grant in the amount of \$141,000, including \$114,800 of federal funds and \$26,200 in local match. These funds will be appropriated in the August 2018 open budget process, along with the appropriation for expending the funds. This item was presented to the Public Works/Finance Committee on July 9, 2018 and recommended for approval.

PROPOSED ACTIONS: Accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Documents:

[BID AWARD 5339 GRANT SHELTERS - 2018.PDF](#)

8. Third And Adams Streets Raised Crosswalk - Les MacDonald

The Third Street Corridor Multimodal Improvements Program includes multiple pedestrian, bicycle, and vehicular infrastructure enhancements on

Third Street between Washington Street and Mountain View Road. Much of the work is included in a pending project which will address curb bulbs, raised pedestrian crosswalks, center medians, sidewalks, and other features between Adams Street and Mountain View Road. That project is anticipated be advertised for bids fairly soon. Due to the lateness of the season it was deemed by staff to be appropriate to advance the work for the installation of the raised pedestrian crossing on the east side of the Adams Street intersection so as to be able to complete the installation prior to the start of the school year. This work is of a small enough scale that it does not require formal bidding, so bids for the construction services were solicited from local firms. McCall's Classic Construction has been selected to perform the work. This item was presented to the Public Works/Finance Committee on July 9, 2018 in report form.

PROPOSED ACTIONS: Accept the bid from McCall's Classic Construction, award the contract in the amount of \$49,995.75, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or take other action deemed appropriate.

Documents:

[THIRD AND ADAMS STREETS RAISED CROSSWALK.PDF](#)

9. Third Street Bridge Bid Opening - Les MacDonald

The City published an advertisement for bids on June 16, 2018 for construction of the Third Street Bridge Project on each of two alternative construction schedules. The base bid for the project includes installing a new 44-foot bridge over Paradise Creek along Third Street with approximately 200 feet of roadway and sidewalk improvements and illumination.

Under the base bid, the Notice to Proceed would be issued to the contractor on the earliest possible date following the execution of the construction contract. Substantial completion of all work is required within 150 calendar days with an allowance for the contractor to suspend work during the winter months. The contractor could begin construction this fall, and either complete the project immediately or implement a winter shut-down with the contract time temporarily suspended. Under the Alternative Bid, the Notice to Proceed date would be delayed until the 2019 construction season, but would be issued no later than May 1, 2019, again allowing 150 calendar days to complete the work.

Keller Associates, the design engineer on the project, provided an Engineer's estimate for the project on June 14, 2018, of \$598,906.00. The two responsive bids received were opened on Tuesday, July 10th. The apparent low bid was submitted by Clearwater Construction and Management Company of Spokane, Washington in the amount of \$920,957.10 for both the base and alternate. The bids received from NNAC Construction of Coeur d'Alene, Idaho were \$976,895.39 for the base and \$976,166.97 for the alternate. A complete bid tabulation is attached.

PROPOSED ACTIONS: Reject all bids and provide staff further direction, or take such other action deemed appropriate.

Documents:

10. Paradise Creek Floodplain Study Application Fee Approval - Bill Belknap

The City and Moscow Urban Renewal Agency have worked collaboratively on a flood study of a portion of Paradise Creek located between the South Main and Highway 8 crossings to update the regulatory floodplain to reflect the removal of several bridge structures which occurred 20 years ago. Staff is seeking authorization to fund the Letter of Map Revision (LOMR) application fee to allow the LOMR application to proceed.

After discussion with the City Supervisor, he is recommending that the additional \$8,000 could be funded from, the Non-Prioritized Projects line item, which has \$15,000 remaining, after prior Council-authorized commitments. This was reviewed by the Administrative Committee on July 9, 2018. The Committee authorized the expenditure of funds with a recommendation for ratification by the City Council at the July 16, 2018 City Council meeting.

PROPOSED ACTIONS: Ratify the authorization of \$8,000 from the Legislative Non-Prioritized Projects line item to fund the LOMR application fee, or take other such action deemed appropriate.

Documents:

[PARADISE CREEK FLOODPLAIN STUDY APPLICATION FEE APPROVAL.PDF](#)

11. Small Office Commercial Sanitary Sewer Rate Pilot Program - Gary J. Riedner

The commercial sanitary sewer rate structure consists of classifications of rates based upon the type of commercial business, and the effect of the sanitary sewer discharge from that business upon the sanitary sewer system. For instance, the rate structure for a restaurant is based partially upon the discharge of cooking fats, oils and grease (FOG), which requires significant increased levels of treatment, both in the sanitary sewer transmission infrastructure and wastewater treatment. This results in a base sanitary sewer rate that is charged to each business in that class, and actual use of the system is measured in increments of water usage by the business. For example, a business pays the base sanitary sewer rate monthly, and is charged a volume-based use fee for each additional 100 cubic feet of water use.

This system works well in most cases, as the business use of the sanitary sewer system is typically tied directly to the water used by the business. The one situation which causes inequities is the case where a business does not fluctuate significantly in its year-round use of water, except in its use of irrigation. While the use of water for irrigation is appropriately billed through water rates, the inequity exists because the use of irrigation water does not enter the sanitary sewer system. Under the current rate structure, there is no mechanism for decoupling the use of water to the use of sanitary sewer.

Staff has identified several, mainly office-type businesses, which fall into this category. Typical water use for these businesses range from less than 100 cubic feet per month to approximately 600 cubic feet per month. Staff is proposing creation of a new class of sanitary sewer rate in which all businesses in this class would be billed the base commercial sewer fee, plus

use rate equal to 200 cubic feet of water use. This class will be piloted during the current irrigation season, while staff gathers data for analysis for use in proposing continuation of the pilot class rate, or an alternative class rate based upon the experience of the pilot program.

This item was reviewed by Administrative Committee on June 25, 2018, where in the Committee approved the recommendation from staff to implement the pilot program for the new rate classification and because of the current billing cycle and the fact that the July 2, 2018 City Council meeting was cancelled, to bring the action forward for Council ratification at the July 16, 2018 City Council meeting.

PROPOSED ACTIONS: Ratify implementation of the pilot program for the new rate classification for Small Office Commercial Sanitary Sewer Rate as outlined, or take such other action deemed appropriate.

Documents:

[SMALL OFFICE COMMERCIAL SANITARY SEWER RATE PILOT PROGRAM.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.



Moscow City Council

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
June 18, 2018

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 PM

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

ABSENT: Jim Boland Councilmember (Excused)

OTHERS: County Commissioner Tom Lamar

STAFF: Jen Pfiffner, Mia Vowels, Bill Belknap, Dwight Curtis, Mike Ray, Bob Buvel, Leah Carlson, Laurie M. Hopkins

Pledge of Allegiance

Mayor Lambert led the Pledge of Allegiance.

1. Consent Agenda

A. Approval of Moscow City Council June 4, 2018 Minutes – Laurie M. Hopkins

B. Disbursement Report for May 2018 - Sarah Banks

Staff will present the Accounts Payable Report for the month ending May 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on June 11, 2018.

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

C. 1912 Center Roofing System Replacement - Change Order No. 1 - David Schott

The Parks and Recreation Department is requesting approval of Change Order No. 1 for the 1912 Center Roofing System Replacement Project. The Change Order No. 1 request is to replace the five (5) existing skylights with five (5) new Kalwall skylights in the amount of \$53,000. Heart of the Arts, Inc. (HAI) has pledged to fund Alternate #2 (\$53,000) after receiving a gift of \$53,000 that is a restricted donation for the replacement of the skylights. The existing wire glass skylights have deteriorated to a point they are leaking rain water into the building. If Change Order No. 1 is approved, the contract amount of \$189,732 will be increased to \$242,732. In addition, the contract completion time will be increased by fifteen (15) calendar days. The revised date of Substantial Completion will be August 21, 2018 rather than August 6, 2018. The Public Works / Finance Committee reviewed the proposal on June 11, 2018 and recommended approval.

ACTION: Approve Change Order No. 1 in the amount of \$53,000 for the replacement of the existing skylights on the 1912 Center roof.

D. Itani Park Playground Equipment Selection - David Schott

The Parks and Recreation Department is requesting authorization to purchase playground equipment and safety tiles from Buell Recreation at a cost of \$67,000 to be installed in Itani Park.

Minutes Acceptance: Minutes of Jun 18, 2018 7:00 PM (Consent Agenda)

A Request for Proposals (RFP) was issued on May 3, 2018 to twenty (20) playground suppliers. Nine (9) proposals were received. Public voting on the proposals occurred May 14th to May 21st. Buell Recreation with Burke playground equipment received 146 of the 333 total votes. The Parks and Recreation Commission is recommending Buell Recreation to provide the playground equipment and tile safety surfacing for Itani Park. The Public Works/Finance Committee reviewed the proposal on June 11, 2018 and recommended approval.

ACTION: Approve the purchase of playground equipment for Itani Park in the amount of \$67,000 from Buell Recreation with funding source from the Hamilton Fund.

E. 109 N Almon St Lot Division - Michael Ray

Garrett Thompson is requesting a lot division of a 1.89 acre parcel of land located at 109 N Almon Street. The applicant proposed to establish two parcels of 13,033 sf and 1.59 acres from the original 1.89 acre parcel. The subject property is currently located within the Multiple Family Residential (R-4) Zoning District which has a minimum lot size of 5,000 sf and a minimum lot width of 50 feet. The two proposed parcels will meet all minimum lot requirements for the R-4 Zone. The proposed 13,033 sf parcel currently contains a brick building that was formerly used as the Dumas Seed powerhouse building and is proposed to be remain. The existing powerhouse building will meet all setback requirements of the R-4 Zone, with the exception of the front setback which is currently legal nonconforming. 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 reviewed and recommended for approval by the Public Works/Finance Committee on June 11, 2018.

ACTION: Approve the lot division request.

F. 708 and 714 S. Jefferson Line Adjustment Request - Bill Belknap

The owners of 708 and 714 S. Jefferson Street are requesting a lot line adjustment between the two parcels to shift the common lot line between the two properties 15 feet to the south. 708 S. Jefferson is currently 5,000 square feet in size with a lot width of 40 feet and depth of 125 feet. 714 S. Jefferson is currently 9,375 square feet in size with a lot width of 75 feet and depth of 125 feet. Both properties are located within the Multiple Family Residential (R4) Zoning District which has a minimum lot are of 5,000 square feet and minimum lot width of 50 feet for single family, two family and multiple family residential uses. After the proposed lot line adjustment, 708 S. Jefferson would have a lot are of 6,875 and width of 55 feet, and 714 S. Jefferson would have a lot area of 7,500 square feet and lot width of 60 feet and would therefore comply with all current lot and setback requirements. This matter was received by the Public Works Finance Committee on June 11th and was recommended for approval with no conditions.

ACTION: Approve the proposed lot line adjustment request.

RESULT:	ADOPTED CONSENT AGENDA IN FULL [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Sullivan, Zabala
EXCUSED:	Jim Boland

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments

None offered.

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

None offered.

5. Palouse Knowledge Corridor Report – Gary J. Riedner / Tom Lamar

Pfiffner gave a brief history of the inception of the Palouse Knowledge Corridor and introduced Francis Benjamin and Tom Lamar. The PKC brings in economic development to Moscow with collaboration with other entities. The PKC markets this area similar to Silicon Valley nationally and internationally for a place to live and grow their business. Lamar said at the Be the Entrepreneur Bootcamp, awards were given: non-profit business - Backyard Harvest; exiting established business - Allegra; growing business - Sams Apothecary.

Benjamin said the PKC website has lots of information on how to start a business. Over the last five Bootcamps, 116 people have attended. Attendees are asked for feedback: 40% expressed the Bootcamp has helped expand sales; 16% have gone on to start a new business (some attendees already have a business); 50% are on track for starting a business in the next four years. The Bootcamp is four days of intense information with customer discovery as a high focus. The other focus is on community input and community connection. Many attendees come back as speakers. The average number of attendees is 25. The biggest barrier seems to be that it is four days long. However, attendees do not think it is too long. The Bootcamp is intended to accelerate businesses and hand off back to the economic development organizations. Attendees have been as far away as California. There are a number of blogs that highlight endorsements from businesses. A survey is sent out in the fall/winter asking how the Bootcamp impacted their business sales, growth of employees, etc. The Council would like to see testimonials from attendees.

6. Third Street Corridor Status Report - Les MacDonald

A report on the status of the multiple projects within the Third Street Corridor between Washington Street and Mountain View Road. These include the Third Street Reconstruction - Phase II project, the Third Street Corridor Improvements - Phase I Project, the Third Street Corridor Improvements - Phase II project, and the Third Street Bridge project. The report will also address the recent Transportation Commission Third Street Subcommittee discussion on the corridor improvements assessment performed by Alta Planning.

PROPOSED ACTIONS: Receive report and discuss upcoming project actions, or take other action deemed appropriate.

Pfiffner said on June 4th Council received the report from Alta and directed it go to the subcommittee for review. The Subcommittee suggested Option 1 including contacting ITD for approval of the Washington Street update. The Child Pedestrian Safety grant can be used for some of the items. Reconstruction of Third Street Phase 2 includes curb bulbs and is currently in construction. Adams to Mountain View Road design is nearing completion and should go out to bid soon. First step is to contact ITD. Approval from ITD could take several months and could have to look at 2019. Possible options for the Adams Street intersection is to do a change order to current Third Street reconstruction project or look at a new contract as a smaller project. Either option allows for completion by mid-August prior to school starting. The HAWK signal does fit within the CPS grant and purchasing it now would allow the project to get underway now. The Third Street Bridge project had bid solicitation on June 16 with a bid opening and construction in July.

Mayor Lambert said many items can be done this summer with the CPS grant while waiting for an ITD approval and the bridge solicitation has an alternative for construction in Spring 2019. Bonzo said the subcommittee consensus was everything Alta recommended.

Phil Cook, 804 Eisenhower St Moscow, said the staff report is accurate and hopes the City will pursue

Option one and that ITD will come along.

Joann Muneta, 203 S Howard St Moscow, asked what the HAWK signal is. She also confirmed the median at Jefferson is moving to the north and that the raised sidewalks would be part of the project moving ahead.

Bettge moved receipt of the report, proceed with asking ITD for approval of the lane change on Washington, and proceed with the project up to Jefferson Street. Taruscio seconded.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Sullivan, Zabala
EXCUSED:	Jim Boland

7. Indian Hills 9th Final Plat - Michael Ray

The Planning & Zoning Commission conducted a public hearing on March 28, 2018 to consider the request by Sally Powers for a Preliminary subdivision plat (Indian Hills 9 Addition) for a 21.73 acre area of land generally located east of Main Street and north of Palouse River Drive. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the Preliminary subdivision plat with two conditions. City Council then conducted a public hearing on April 16, 2018 and approved the Indian Hills 9 preliminary plat with two conditions.

On May 8, 2018 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat for conformance with City and State Code requirements, as well as the conditions of approval and found the final plat to be in conformance. Planning and Zoning Commission reviewed the final plat on May 23, 2018 and recommended approval to City Council.

PROPOSED ACTIONS: Approve the Indian Hills 9 Addition Final Plat; or take such other action deemed appropriate.

Ray introduced the item adding Palouse Prairie Charter School has been taken out of the final plat. There is one recommended condition of a 15 foot dedication that was missed on the preliminary plat. Palouse River Drive requires a 90 foot ROW and the plat only has 30 feet. The change wasn't able to be made prior to packet preparation thus it is suggested as a condition. The path beside the school is still in the plat as right-of-way. The Indian Hills 9th Addition final plat with the condition was approved by roll call vote.

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

8. Indian Hills 9th Development Agreement - Bob Buvel

The Indian Hills Trading Company LLC has submitted to the City a final plat for the development of their property abutting US 95 and the terminus of Southview Drive. The City Council has approved a preliminary plat for this property. The final plat is titled the Indian Hills 9th Addition Subdivision and will be presented for City Council approval on June 18, 2018. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items. The parkland dedication requirement for the Indian Hills 9th Addition to the City of Moscow, Idaho was

fulfilled via the Parkland Exchange Agreement 2018-020 which was approved by the Moscow City Council on April 2, 2018. There is no proposed phasing of the Indian Hills 9th Addition Subdivision.

The proposed development agreement was not prepared in time for consideration at Public Works/Finance Committee, and is proceeding to Council directly concurrently with the final plat of the subdivision and monumentation agreement in order to avoid delay.

PROPOSED ACTIONS: Conditioned upon approval of the Final Plat, approve the Development Agreement with The Indian Hills Trading Company LLC for Indian Hills 9th Addition Subdivision, or take such other action deemed appropriate.

Buvel introduced the item saying with the approval of the final plat, a development agreement is necessary to address the construction of public improvement, parkland dedication and as-constructed drawings. This is a standard agreement but does include some requirements left over from Indian Hills 8th Addition. The development agreement was approved by roll call vote.

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

9. Indian Hills 9th Addition Monumentation Agreement - Bob Buvel

The Indian Hills Trading Company L.L.C. is the owner and developer of the proposed Indian Hills 9th Addition Subdivision abutting US 95 and at the terminus of Southview Drive. The subdivision has received preliminary plat approval and the final plat is being presented for City Council consideration at the June 18, 2018 City Council meeting. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

The proposed monumentation agreement was not prepared in time for consideration at Public Works/Finance Committee, and is proceeding to Council directly concurrently with the final plat of the subdivision and development agreement in order to avoid delay.

PROPOSED ACTIONS: Conditioned upon approval of the final plat, recommend approval of the monumentation agreement for Indian Hills 9th Addition Subdivision with The Indian Hills Trading Company LLC or take such other action deemed appropriate.

Buvel explained this agreement facilitates the contractor to file the plat, begin selling lots, and set pins later so that they do not get destroyed during construction. The agreement was approved by roll call vote.

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

10. Cancellation of July 2 City Council Meeting - Gary J. Riedner

Due to the fact that Independence Day is a federal holiday observed by the City of Moscow and falls on a Wednesday, Mayor Lambert has proposed cancellation of the July 2, 2018 regular City Council

meeting due to expected low attendance. Per Moscow City Code 2-2-3, the City Council has discretion to cancel Council meetings.

PROPOSED ACTIONS: Cancel the regular City Council meeting scheduled for July 2, 2018, or take such other deemed appropriate.

Pfiffner explained as written above. Mayor reminded the Council the budget workshop would take place on July 9, 2018. The cancellation was approved by roll call vote.

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

Reports

City Council

Moscow Arts Commission - Bonzo reported the Commission discussed the poet laureate, Artwalk, and the process for the match of 1% for art on the bridge and discussed the process for call for artist.

Farmers Market Commission - Bonzo said they discussed the oral history project.

Moscow Urban Renewal Agency - Bettge reported the Agency discussed the amended Legacy Crossing border and the 6th and Jackson redevelopment proposals went out June 9th due back August 10th.

Moscow Volunteer Fire Department - Taruscio said they discussed the brick work on station one and the remodel as well as consideration of a change to the bylaws regarding the number of voting members.

Moscow Pathways Commission - Sullivan reported the Commission is planning the venue for the September 11th bike tour and want to include the underpass and Blackbird Station. The Commission also heard a report on the Highway 95 underpass study and exercise stations on the path.

Mayor

Mayor Lambert said he attended the airport board meeting and other events.

Staff

Pfiffner reminded the Council the Association of Idaho Cities conference is taking place this week and many staff and council members are attending.

Adjourn

The meeting was closed at 8:22 PM

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Minutes Acceptance: Minutes of Jun 18, 2018 7:00 PM (Consent Agenda)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Disbursement Report for June 2018**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending June 30, 2018. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,239,246.89.

Payroll	\$1,084,276.00
Professional Services	51,924.00
Sanitation	296,686.00
Capital Outlay	235,924.00
Supplies	56,684.00
Retainage	6,596.00
Capital Outlay-Equipment	3,760.00
Utilities	75,364.00
Capital Outlay-Improvements	94,604.00
Contractual Payments	168,323.00
ACH Wells Fargo	38,015.00
UB Refund	11,685.00
Total	\$2,123,841.00

STAFF RECOMMENDATION: Approve report.

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

Necessary Resources/Impacts

\$2,239,246.89

Attachments

Cash & Investments Balances - June 2018

Disbursements Report - June 2018

Revenue 2018

City of Moscow Cash and Investments Balances as of 6/30/2018		
Fund	Year to Date Balance	
General Fund	\$	4,394,805.28
Street Fund	\$	1,384,746.69
Culture & Recreation	\$	1,450,489.87
MSDCPF	\$	160,268.85
1912 Fund	\$	76,312.71
Art Fund	\$	-
Transit Center	\$	109,330.70
Water Fund	\$	2,579,177.01
Sewer/WWTP	\$	3,879,489.43
Sanitation Fund	\$	2,226,078.07
Fleet Fund	\$	2,567,029.83
Information Systems	\$	1,755,776.63
Water Capital	\$	6,761,436.07
Sewer Capital	\$	7,296,966.18
Capital Projects	\$	5,508,154.16
Sanitation Capital	\$	4,722,502.04
LID construction	\$	179,729.88
Hamilton	\$	2,570,366.87
Bond & Interest	\$	184,758.21
LID Funds	\$	31,558.09
Payroll Service	\$	541,303.32
Total Cash & Investments	\$	48,380,279.89

DISBURSEMENTS REPORT FOR JUNE 2018										
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	GRAND TOTALS
		6/8/2018	6/15/2018	6/22/2018	6/27/2018	6/28/2018	6/29/2018	6/8/2018	6/8/2018	6/22/2018
BATCH #		00002.06.2018	00003.06.2018	00004.06.2018	00005.06.2018	00007.06.2018	00008.06.2018	00102.06.2018	00100.06.2018	000-00-0200
CHECK #'s		87650-87733	87734-87815	87816-87876	87877-87918	87919	87920	June's CC.ACHS	20724-20731	20732-20740
Fund #										
101	ACH for Wells Fargo to be Imported 7/9/18							7403.76		7,403.76
105	GENERAL	159,702.88	19,497.82	22,101.84	3,332.00			11,472.09	300,105.52	329,671.63
120	STREETS	2,212.71	29,848.37	5,994.83				115.07	25,254.11	26,771.72
121	RECREATION AND CULTURE	30,729.60	15,104.21	21,456.62	4,970.93		2,000.00	4,643.98	56,892.67	83,425.16
123	MSD COMM. PLAY FIELDS	179.16	673.62	2,200.00					2,125.21	2,454.46
128	1912 CENTER				7,916.67					7,916.67
220	TRANSIT CENTER	149.14	905.41							1,054.55
230	WATER	5,038.78	30,444.43	5,235.05	1,379.49			4,609.93	46,510.27	49,452.54
240	SEWER	14,125.45	54,279.55	4,147.70	661.95	1,333.00		3,563.51	47,529.05	47,593.46
290	SANITATION	400.15	279,860.71		13,434.50				3,751.26	3,837.19
295	FLEET	8,107.30	8,441.29	3,677.41	6,330.37			1,341.45	12,595.12	12,906.85
320	INFORMATION SYSTEMS	5,923.91	11,427.78		409.05			4,144.48	16,516.74	16,883.39
330	WATER CAPITAL PROJECTS				81,904.10			690.43		82,594.53
340	SEWER CAPITAL PROJECTS	90,567.79			2,705.92					93,273.71
350	SANITATION CAPITAL PROJ									0.00
355	CAPITAL PROJECTS	28,418.75	10,581.84		119,143.76			30.00		158,174.35
380	LID CONSTRUCTION									0.00
590	HAMILTON - PARKS & REC									0.00
	BONDS & INTEREST									0.00
	TOTAL	345,555.62	461,065.03	64,813.45	242,188.74	1,333.00	2,000.00	38,014.70	511,279.95	572,996.40
										2,239,246.89

WIRE Transfers:

_____ Kathryn Bonzo, Chair

_____ Brandy Sullivan

_____ Jim Boland

_____ Gary J. Riedner, Acting Finance Director

RECEIPTS REPORT FOR JUNE 2018

RECEIPTS REPORT FOR JUNE 2018												
FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	180,617.82	88,699.45	47,293.97	114,415.00	127,092.24	10,105.26	28,301.71	5,105.56	0.00	11,002.77	612,633.78
105	STREETS	23,708.51	0.00	0.00	0.00	24,725.09	0.00	0.00	84.00	0.00	0.00	48,517.60
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	110,681.16	0.00	0.00	98.51	5,151.00	0.00	115,930.67
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	457,522.88	0.00	39,163.52	0.00	0.00	0.00	496,686.40
230	SEWER	0.00	0.00	0.00	0.00	553,229.48	0.00	0.00	2,212.40	0.00	0.00	555,441.88
240	SANITATION	0.00	0.00	0.00	0.00	379,725.16	0.00	0.00	2,000.00	0.00	0.00	381,725.16
290	FLEET	0.00	0.00	0.00	0.00	75,213.28	0.00	0.00	0.00	0.00	0.00	75,213.28
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	97,568.34	0.00	0.00	3.92	0.00	0.00	97,572.26
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	4,103.04	0.00	0.00	0.00	4,103.04
590	BOND & INTEREST	5,748.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,748.55
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.89	0.89
TOTAL		210,074.88	88,699.45	47,293.97	121,046.55	1,827,137.17	10,105.26	71,568.27	9,504.39	5,151.00	11,003.66	2,401,584.60

Attachment: Revenue 2018 (1765 : Disbursement Report for June 2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Third Quarter Financial Report (April 1, 2018 to June 30, 2018) for FY2018**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: Presentation of the financial report for the third quarter of FY2018 (April 1, 2018 to June 30, 2018).

STAFF RECOMMENDATION: Approve the report.

ACTION: Approve the report.

Necessary Resources/Impacts

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

Attachments

3rd Qtr 2018 Council Report

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	June-18 YTD	Percent of Year 75% Budget to Actual To Date
101	General Fund Revenues	15,234,279	15,234,279	9,835,956	64.56%
	Salaries & Benefits	8,573,270	8,573,270	6,498,679	75.80%
	Operations	3,961,560	3,961,560	2,391,069	60.36%
	Capital Outlay	178,900	178,900	250,012	139.75%
	Transfers	2,520,549	2,520,549	1,977,912	78.47%
	Total General Fund Expenditures	15,234,279	15,234,279	11,117,672	72.98%
105	Street Department Revenues	3,332,922	3,332,922	1,895,496	56.87%
	Salaries & Benefits	749,600	749,600	472,790	63.07%
	Operations	1,176,193	1,176,193	646,216	54.94%
	Capital Outlay	0	0	2,516	0.00%
	Transfers	1,407,129	1,407,129	1,085,531	77.15%
	Total Street Fund Expenditures	3,332,922	3,332,922	2,207,053	66.22%
120	Recreation & Culture Revenues	2,893,637	2,893,637	1,799,235	62.18%
	Salaries & Benefits	1,737,595	1,737,595	1,061,787	61.11%
	Operations	1,069,797	1,069,797	583,339	54.53%
	Capital Outlay	80,970	80,970	17,854	22.05%
	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	1,668,254	57.65%
121	MSD Community Playfields Revenues	178,168	178,168	102,411	57.48%
	Salaries & Benefits	62,075	62,075	37,108	59.78%
	Operations	112,082	112,082	31,136	27.78%
	Transfers	4,011	4,011	4,011	100.00%
	Total MSD Community Playfields	178,168	178,168	72,255	40.55%
123	1912 Center Revenues	106,100	106,100	62,325	58.74%
	Operations	106,100	106,100	73,547	69.32%
	Capital Outlay	0	0	0	0.00%
	Total 1912 Center Expenditures	106,100	106,100	73,547	69.32%
128	Transit Center Revenues	142,682	142,682	78,439	54.97%
	Operations	142,682	142,682	15,417	10.81%
	Total Transit Center Fund	142,682	142,682	15,417	10.81%
220	Water Fund Revenues	5,801,630	5,801,630	3,777,353	65.11%
	Salaries & Benefits	1,241,055	1,241,055	927,166	74.71%
	Operations	1,772,975	1,772,975	679,956	38.35%
	Capital Outlay	252,500	252,500	80,223	31.77%
	Transfers	2,535,100	2,535,100	1,926,475	75.99%
	Total Water Fund Expenditures	5,801,630	5,801,630	3,613,820	62.29%
230	Sewer Fund Revenues	8,505,336	8,505,336	5,800,122	68.19%
	Salaries & Benefits	1,389,035	1,389,035	960,094	69.12%
	Operations	1,800,891	1,800,891	801,807	44.52%
	Capital Outlay	513,200	513,200	95,713	18.65%
	Debt Service	1,148,710	1,148,710	1,231,454	107.20%
	Transfers	3,653,500	3,653,500	2,754,875	75.40%
	Total Sewer Fund Expenditures	8,505,336	8,505,336	5,843,943	68.71%
240	Sanitation Fund Revenues	5,658,874	5,658,874	4,267,075	75.41%
	Salaries & Benefits	98,725	98,725	73,843	74.80%
	Operations	4,169,816	4,169,816	2,720,081	65.23%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,390,333	1,390,333	1,042,750	75.00%
	Total Sanitation Fund	5,658,874	5,658,874	3,836,674	67.80%
290	Fleet Management Revenues	1,795,342	1,795,342	1,302,348	72.54%
	Salaries & Benefits	323,580	323,580	239,399	73.98%
	Operations	1,002,762	1,002,762	281,054	28.03%
	Capital Outlay	454,000	454,000	209,746	46.20%

Attachment: 3rd Qtr 2018 Council Report (1767 : Third Quarter Financial Report (April 1, 2018 to June 30, 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	745,199	41.51%
295	Information Systems	1,598,026	1,598,026	944,326	59.09%
	Salaries & Benefits	452,420	452,420	326,711	72.21%
	Operations	683,106	683,106	620,947	90.90%
	Capital Outlay	458,500	458,500	16,260	3.55%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	1,598,026	1,598,026	967,919	60.57%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	7,434,164	7,434,164	2,100,954	28.26%
330	Sewer Construction Fund	6,733,433	6,733,433	1,768,079	26.26%
340	Sanitation Construcion Fund	4,842,984	4,842,984	424,392	8.76%
350	Capital Projects Fund	4,955,720	4,955,720	1,831,277	36.95%
355	LID Construction Fund	177,000	177,000	1,417	0.80%
380	Hamilton P & R	229,000	229,000	28,087	12.27%
590	Bond & Interest Debt Service Fund	10,247,422	10,247,422	109,770	1.07%
595	LID Bonded Debt Service Fund	30,000	30,000	1,693	5.64%
	Total Miscellaneous Fund Revenue	34,649,723	34,649,723	6,265,669	10.86%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	7,434,164	7,434,164	1,852,570	24.92%
330	Sewer Construction Fund	6,733,433	6,733,433	291,797	4.33%
340	Sanitation Construcion Fund	4,842,984	4,842,984	0	0.00%
350	Capital Projects Fund	4,955,720	4,955,720	580,307	11.71%
355	LID Construction Fund	177,000	177,000	0	0.00%
380	Hamilton P & R	229,000	229,000	224,500	98.03%
590	Bond & Interest Debt Service Fund	10,247,422	10,247,422	3,825	0.04%
595	LID Bonded Debt Service Fund	30,000	30,000	22,500	75.00%
	Total Miscellaneous Fund Expenses	34,649,723	34,649,723	2,975,498	8.59%
	Total City Revenue (1)	79,896,719	79,896,719	36,130,755	45.22%
	Total City Expenses	79,896,719	79,896,719	33,137,251	41.48%

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

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Great West Engineering Master Agreement for Professional Services**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: Public Works wishes to add the firm of Great West Engineering, Inc. of Helena, Montana to our consultant roster so that any future design work for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Agreement has been created for this purpose. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

STAFF RECOMMENDATION: Approve the draft Master Services Agreement for professional services by Great West Engineering, Inc.

ACTION: Approve the Master Services Agreement for professional services by Great West Engineering, Inc.

Necessary Resources/Impacts

N/A

04/03/17 101.090.20.770.73 · Fire Improvements \$14,975.00

Attachments

MASTER AGREEMENT;ProfessionalEngineeringServices;GreatWestEngineering(2018)pm6clean

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
(Categories 1a, 2a, 3a)
BETWEEN CITY OF MOSCOW, IDAHO AND
GREAT WEST ENGINEERING, INC.**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (CATEGORIES 1A, 2A, 3A) BETWEEN CITY OF MOSCOW, IDAHO AND GREAT WEST ENGINEERING, INC. (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 Great West Engineering, Inc., 3050 North Lake Harbor Lane, Suite 201, Boise, Idaho, 83703 (hereinafter "ENGINEERS").

INTRODUCTION

WHEREAS, CITY has a need for Category 1a, General Civil Engineering Design Services; Category 2a, Water Supply and Operations Engineering; and Category 3a, Construction Management and Inspection 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 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 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 amount 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 ENGINEERS.

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 ENGINEERS' offices and the Project site is not considered out-of-town travel.

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. Except as expressly provided in Exhibit "A", ENGINEERS have no authority or responsibility to exercise any rights or power vested in CITY. 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:

5.1 ENGINEERS agree to defend, hold harmless, and indemnify CITY, and its officers, agents and employees 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, to the extent caused by the negligent acts and/or errors or omissions by ENGINEERS, its servants, agents, officers, employees, guests, and business invitees.

5.2 CITY shall defend, hold harmless, and indemnify ENGINEERS from and for 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, to the extent Article VIII, § 4 of the Idaho Constitution and the Idaho Tort Claims Act will allow, caused by the negligent acts and/or errors or omissions by CITY, its agents, officers, and employees.

5.3 ENGINEERS shall maintain, and specifically agree that ENGINEERS 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 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 defend, hold harmless, and indemnify CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, ENGINEERS covenant and

agree to defend, hold harmless, and indemnify 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, for which ENGINEERS are liable under the provisions of this Section (5), 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 ENGINEERS 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

City of Moscow
Les MacDonald
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7028

ENGINEER

Great West Engineering, Inc.
Attn: Travis Pyle, P.E.
3050 North Lake Harbor Lane, Suite 201
Boise, ID 83703
(208) 576-6646

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, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, 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 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 lawsuits 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, per ENGINEERS' rate schedule as set out in Exhibit "A", shall be incorporated in written amendments to this Agreement.
15. **Termination:**
 - 15.1 If, through any cause, ENGINEERS, ENGINEERS' officers, employees, or agents fail 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 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 **will** 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 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 has had 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 or written, whether previous to the execution hereof or contemporaneous herewith.
19. **Appropriations and Approval:** This Agreement is conditioned 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 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.

Great West Engineering, Inc.

City of Moscow, Idaho

Dan McCauley, President

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 Dan McCauley, President, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Great West Engineering, Inc.

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

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Keller Associates Master Agreement for Professional Services**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: The Public Works Department wishes to retain the firm of Keller Associates, Inc. of Meridian, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. Keller's original Master Agreement was executed on June 27, 2016 and has recently expired. The attached second Master Agreement will allow the City to continue to retain Keller for ongoing and upcoming design services. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

STAFF RECOMMENDATION: Approve the Master Services Agreement for professional services by Keller Associates, Inc.

ACTION: Approve the Master Services Agreement for professional services by Keller Associates, Inc.

Necessary Resources/Impacts

N/A

Attachments

MASTER AGREEMENT;ProfessionalServices; KellerAssociates(2018)

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
(Categories 1a, 2a, 3a)
BETWEEN CITY OF MOSCOW, IDAHO AND
KELLER ASSOCIATES, INC.

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") shall become effective the _____ day of _____, 2018, between the City of Moscow, a municipal corporation of the State of Idaho, (hereinafter "CITY"), 206 East Third Street, Moscow, Idaho, 83843, and Keller Associates, Inc. (hereinafter "ENGINEER"), whose business address is 131 SW 5th, Suite A, Meridian, Idaho, 83642.

INTRODUCTION

WHEREAS, CITY has a need for engineering services under Category 1a: General Civil Engineering Design Services; Category 2a: Water Supply and Operations Engineering; and Category 3a: Construction Management and Inspection Services, to be defined by individual Task Orders which will set forth Specific Services, Time of Performance and Payment; and

WHEREAS, ENGINEER is specially licensed, trained, experienced and competent to perform, and has 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, ENGINEER shall comply in all respects and shall 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 ENGINEER 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 ENGINEER, 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 ENGINEER for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEER. CITY shall hold harmless ENGINEER 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 will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

1.3 ENGINEER 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. ENGINEER represents and warrants that ENGINEER 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 ENGINEER and any reports or opinions prepared or issued as part of the work performed by ENGINEER under this Agreement, ENGINEER makes no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEER 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 ENGINEER shall perform the Services for a Not-To-Exceed total amount as outlined in any corresponding Task Order.

2.2 ENGINEER 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 ENGINEER 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, ENGINEER 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, ENGINEER 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 ENGINEER'S offices and the Project site is not considered out-of-town travel.

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, ENGINEER shall be acting as an independent contractor, and neither ENGINEER nor any officer, employee or agent of ENGINEER will be deemed an employee of CITY. Except as expressly provided in Exhibit "A", ENGINEER has no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

4.2 ENGINEER shall determine the method, details and means of performing the work and Services to be provided by ENGINEER under this Agreement. ENGINEER 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 ENGINEER in fulfillment of this Agreement.

5. Indemnification and Insurance:

ENGINEER shall indemnify, defend and hold harmless CITY, and its officers, agents and employees from and for 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 negligent acts and/or errors or omissions by ENGINEER, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. ENGINEER shall maintain, and specifically agrees that ENGINEER 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. ENGINEER shall maintain, in full force and effect Workers' Compensation Insurance, in the statutory limits as required by law for ENGINEER and any agents, employees, and staff that ENGINEER may employ, and provide proof to CITY of such coverage. CITY shall be named 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, ENGINEER covenants and agrees 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 ENGINEER or ENGINEER's officers, employees,

agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. ENGINEER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEER's compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEER begins performance of ENGINEER's obligations under this Agreement. In the event the insurance minimums are changed, ENGINEER 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

City of Moscow
Les MacDonald
206 East Third Street
P O Box 9203
Moscow, Idaho 83843
(208) 883-7028

ENGINEER

Keller Associates, Inc.
Rod Linja, Principal
131 SW 5th Avenue, Suite A
Meridian, Idaho 83642
(208) 288-1992
rlinja@Kellerassociates.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 ENGINEER 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, ENGINEER 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, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Local, State, or Federal 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 ENGINEER 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 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 ENGINEER's records with respect to all matters covered by this Agreement. ENGINEER 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, ENGINEER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
13. **Public Information:** Pursuant to Idaho Code Section 74-124, *et seq.*, information or documents received from ENGINEER may be open to public inspection and copying unless exempt from disclosure. ENGINEER 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. ENGINEER shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and lawsuits whatsoever for honoring such a designation or for ENGINEER's failure to designate individual documents as exempt. ENGINEER's 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 ENGINEER's compensation, which are mutually agreed upon by and between CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
15. **Termination:**
 - 15.1 If, through any cause, ENGINEER, ENGINEER's 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 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 ENGINEER

of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. ENGINEER may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

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

15.3 Notwithstanding the above, ENGINEER shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEER, and CITY may withhold any payments to ENGINEER for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEER is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEER 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 has had 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 or written, whether previous to the execution hereof or contemporaneous herewith.
19. **Appropriations and Approval:** This Agreement is conditioned 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, and ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
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 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.

KELLER ASSOCIATES, INC.

CITY OF MOSCOW

Rod Linja
Rod Linja, Principal

Bill Lambert
Bill Lambert, Mayor

Dated: 6/29/2018

Dated: _____

ATTEST:

Laurie M. Hopkins
Laurie M. Hopkins, City Clerk

Public Works Department Approval

Les MacDonald
Les MacDonald, Public Works Director

Dated

Approved as to Form:

Mia Vowels
Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
 COUNTY OF Ada)

On this 29 day of June, 2018, before me, a Notary Public in and for said State, appeared Rod Linja, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Keller Associates, Inc.



Barbara Ballantyne
 Notary Public for the State of Idaho
 Residing at Boise
 My commission expires 3-1-2021

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Itani Park Professional Engineering Services Agreement**Responsible Staff:** David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250. The funding source is the Hamilton Fund, and was approved through the FY18 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process.

The purchase of playground equipment and rubber safety tiles was approved by City Council on June 18, 2018. The next step in the project is to construct a pad for the playground equipment and an accessible path to the playground equipment. Due to the topography and the drainage of the park, professional engineering services are required for the pathway design to meet the Americans with Disabilities Act (ADA) and ensure proper drainage.

The Public Works / Finance Committee reviewed and recommended approval to retain Hodge and Associates for design services for the Itani Park Pathway Project on July 9, 2018.

STAFF RECOMMENDATION: Approve agreement with Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund.

ACTION: Approve agreement with Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund.

Necessary Resources/Impacts

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

Attachments

ProfessionalEngineerServices-HodgeAndAssoc;ItaniParkPath(pm2)clean

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
HODGE AND ASSOCIATES, INC.
FOR ITANI PARK PATHWAY ENGINEERING SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND HODGE AND ASSOCIATES, INC. FOR ITANI PARK PATHWAY ENGINEERING SERVICES (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Hodge and Associates, 405 South Washington Street, Moscow, Idaho, 83843 (hereinafter "ENGINEER").

W I T N E S S E T H :

WHEREAS, CITY intends to contract with ENGINEER for completion of engineering services for Itani Park Pathway Project (hereinafter "PROJECT"); and

WHEREAS, CITY intends to hire ENGINEER for design services to incorporate an accessible route through the park and an estimate of construction costs for PROJECT; and

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: THE PROJECT

ENGINEER shall provide professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of engineering services (including topographical survey and design).

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for PROJECT herein are to be prepared by ENGINEER through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve ENGINEER from exercising the skill, care, and professional judgment exercised by similarly situated profession organization. The CITY acknowledges that ENGINEER makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SECTION III: SCOPE OF WORK

The Scope of Work for PROJECT is detailed in Exhibit "A" attached hereto, and, by this reference, made part of this Agreement.

SECTION IV: COMPENSATION

- A. ENGINEER shall perform all work necessary to complete PROJECT for an amount not to exceed Four Thousand Two Hundred Fifty Dollars (\$4,250) as set out in Exhibit "A".
- B. Other Considerations Regarding Fees and Costs.

ENGINEER shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of PROJECT work completed shall be made by CITY.

SECTION V: ENGINEER RESPONSIBILITIES

ENGINEER shall complete the entire work on PROJECT. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards and building code requirements.

ENGINEER shall report progress no less than once every two (2) weeks to CITY.

SECTION VI: CITY RESPONSIBILITIES

CITY, at no extra charge to ENGINEER, shall:

Provide site and plot plans, site utilities, and site drawings, if available;

SECTION VII: PROJECT SCHEDULE

ENGINEER shall achieve final completion of PROJECT on or before July 11, 2018. In the event of unavoidable delays beyond ENGINEER's control, ENGINEER, upon concurrence by the CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of ENGINEER's knowledge of such delays.

SECTION VIII: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between ENGINEER and CITY by the terms of this Agreement. It is understood by the Parties hereto that ENGINEER is an independent contractor and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.

SECTION IX: TERMINATION

- A. Termination of Agreement.

This Agreement may be terminated by ENGINEER upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ENGINEER. CITY may terminate this Agreement upon thirty (30) days' written notice without cause and without further liability to ENGINEER except as designated by this section. In the event of

termination, ENGINEER shall be paid for services performed to termination date, including direct expense and including a percentage of the fixed fee based upon the work completed.

B. Termination of PROJECT.

If any portion of PROJECT covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay ENGINEER for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION X: INSURANCE

A. ENGINEER's Errors and Omissions Insurance.

In performance of professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering profession; and no other warranty, either expressed or implied, is made in connection with rendering ENGINEER's services. Should ENGINEER or any of ENGINEER's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, ENGINEER has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to ENGINEER.

B. ENGINEER's Additional Insurance

ENGINEER shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and ENGINEER shall cause CITY to be named as an additional insured under said policy.

SECTION XI: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, ENGINEER shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, suits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, 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 ENGINEER or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of ENGINEER or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

SECTION XII: CONFLICT OF INTEREST

ENGINEER covenants that it presently has no interest and will not acquire any interest, direct or indirect, in PROJECT which would conflict in any manner or degree with the performance of its services hereunder. ENGINEER further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, ENGINEER shall immediately disclose such conflict to the PROJECT Manager (Assistant Parks and Recreation Director for CITY).

SECTION XIII: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

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

SECTION XIV: ADHERENCE TO LAW REQUIRED

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

SECTION XV: NON-DISCRIMINATION

ENGINEER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or Local law.

SECTION XVI: LEGAL FEES

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

SECTION XVII: JURISDICTION AND VENUE

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County.

SECTION XVIII: SPECIAL WARRANTY

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

SECTION XIX: COMMUNICATION

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

Contractor: Hodge and Associates Scott Becker, Principal 405 South Washington Street Moscow, Idaho 83843	City: City of Moscow Assistant Parks and Recreation Director 206 East Third Street P O Box 9203 Moscow, Idaho 83843
---	--

SECTION XX: EXECUTION

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

ENGINEER

Hodge and Associates, Inc.

CITY

City of Moscow, Idaho

By: _____
Scott Becker, Principal

By: _____
Bill Lambert, Mayor

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 _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Hodge and Associates, Inc.

 Notary Public for _____
 Residing at _____
 My commission expires: _____

EXHIBIT "A"

Hodge & Associates, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

PROPOSAL SUBMITTED TO:**LOCATION OF PROPERTY:**

Name: David Schott, City of Moscow,
Parks and Recreation

Address: 221 E. Second St.
Moscow, ID, 83843

Telephone: (208) 883-7098

City: Moscow

County: Latah

State: Idaho

Project Name: Itani Park Design

Project Number:

PROPOSED SCOPE OF WORK AND SCHEDULE:**Topographic Survey:**

1. Coordinate with the City of Moscow
2. Shoot necessary grades
3. Draft the map

Subtotal

\$1,690.00

Design:

1. Incorporate City's layout into design
2. Construction drawings
3. ADA walk design
4. Path Design
5. Details
6. Engineer's Cost estimate
7. Technical specifications (bid documents by others)

Subtotal

\$4,250.00

PAYMENT TERMS:

Proposal includes material and labor as required in accordance with the above scope of work.

For the contract sum of: \$4,250.00, Two Thousand Two Hundred Fifty and 00/100 Dollars.

Payment to be made as follows: Upon completion.

If this meets with your approval, please sign both copies and return one for our records.
We will begin work upon receipt of the signed copy.

This proposal may be withdrawn by us if not accepted within 30 days.

Hodge & Associates, Inc. By [Signature] Date 6-12-18

ACCEPTANCE OF PROPOSAL:

The above scope of work, cost, and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined above.

Authorized Signature _____ **Date** _____

405 South Washington Street
PO Box 8728
Moscow, ID 83843

Tel: (208) 882-3520
Fax: (208) 882-2622
E-mail: hodge@moscow.com

SCOTT BECKER, P.E.

PRINCIPAL

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Moscow School District Community Playfields Pathway Project**Responsible Staff:** David Schott

Information

DESCRIPTION: The City issued a solicitation for bids to four (4) concrete contractors on June 7, 2018 for the Moscow School District Community Playfields Pathway Project. The base bid for the project includes the installation of an eight (8) foot concrete pathway from the northwest corner of the existing parking lot to Field 4 to the north and an add alternate #1 to relocate an irrigation system lateral. The origin of the project was a request from the public to provide American with Disabilities Act (ADA) compliant access to Field 4. The FY2018 budget for the project is \$32,000 for an ADA compliant pathway to Field 4 and will be expensed from 121-185-30-658-20, R & M Grounds - Moscow School District Community Playfields. One (1) bid proposal was received with a base bid of \$22,896.50 and alternate #1 of \$430. The Public Works / Finance Committee reviewed and recommended approval on July 9, 2018.

STAFF RECOMMENDATION: Accept the low bid from McCall's Classic Construction, Inc., award the contract in the amount of \$23,326.50 for Base Bid and Add Alternative No. 1, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

ACTION: Accept the low bid from McCall's Classic Construction, Inc., award the contract in the amount of \$23,326.50 for Base Bid and Add Alternative No. 1, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Necessary Resources/Impacts

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

Attachments

MSD Pathway Project 2018

ProfessionalServices-McCall'sClassic;MSDCP PathwayProject(2018)pm3

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 6-12-2018

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT , (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned holds Idaho State Contractor's License Number 14493-A-4.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.	<u>NONE</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULEBase Construction Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ <u>1089.00</u>	\$ <u>1089.00</u>
2.	Concrete Sidewalk	385 SY	\$ <u>52.93</u>	\$ <u>20,377.50</u>
3.	Subgrade Separation Geotextile	385 SY	\$ <u>1.86</u>	\$ <u>715.00</u>
4.	4-Inch PVC Pipe, Drainage	50 LF	\$ <u>8.25</u>	\$ <u>412.50</u>
5.	4-Inch PVC Pipe, Irrigation Sleeve	20 LF	\$ <u>8.25</u>	\$ <u>165.00</u>
6.	Traffic / Pedestrian Control	1 LS	\$ <u>550.00</u>	\$ <u>550.00</u>
Base Bid Total				\$ <u>22,896.50</u>

Alternative Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Relocate Irrigation System Lateral, Three Heads	43 LF	\$ <u>10.00</u>	\$ <u>430.00</u>

McCALL'S CLASSIC CONSTRUCTION
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR
Official Title

945 BEACHVIEW BLVD CLARKSTON WA 99403
Bidders Mailing Address

12493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 7:30 am This 12th day of JUNE, 2018

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

PAGE 6 OF 102

Attachment: MSD Pathway Project 2018 (1764 : Moscow School District Community Playfields Concrete Pathway Project)

**CONSTRUCTION AGREEMENT FOR
MOSCOW SCHOOL DISTRICT PATHWAY PROJECT
BETWEEN CITY OF MOSCOW, IDAHO AND
MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR MOSCOW SCHOOL DISTRICT PATHWAY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR"):

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a Solicitation for Bids, CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

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

WHEREAS, CITY has accepted CONTRACTOR's bid;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Invitation to Bid;
2. Project Specifications titled: MOSCOW SCHOOL DISTRICT
PATHWAY PROJECT
3. Bid/Proposal of CONTRACTOR, dated June 12, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, physically attached to this Agreement.

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

ARTICLE 2. WORK

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

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be completed on or before ten (10) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of twenty three thousand three hundred twenty six dollars and fifty cents (\$23,326.50) for Base Bid and Alternate Number One (the Contract Sum), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of twenty three thousand three hundred twenty six dollars and fifty cents (\$23,326.50) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, 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 CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Assistant Parks and Recreation Director, and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10. ADHERENCE TO LAW REQUIRED

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

ARTICLE 11. LEGAL FEES

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

ARTICLE 12. JURISDICTION AND VENUE

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

ARTICLE 13. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

ARTICLE 14. COMMUNICATIONS

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

CONTRACTOR:

McCall's Classic Construction, Inc.
Chad McCall, Owner
945 Beachview Boulevard
Clarkston, Washington 99403

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
650 North Van Buren Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 15. 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, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**ARTICLE 16.
APPROVAL REQUIRED**

This Agreement shall not become effective or binding until approved by CITY.

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

CONTRACTOR:

McCall's Classic Construction, Inc.

CITY:

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for McCall's Classic Construction, Inc.

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

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 6-12-2018

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

PAGE 4 OF 102

10. The undersigned holds Idaho State Contractor's License Number 14493-A-4.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a.	<u>NONE</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for MOSCOW SCHOOL DISTRICT PATHWAY PROJECT as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULEBase Construction Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ <u>1089.00</u>	\$ <u>1089.00</u>
2.	Concrete Sidewalk	385 SY	\$ <u>52.93</u>	\$ <u>20,377.50</u>
3.	Subgrade Separation Geotextile	385 SY	\$ <u>1.86</u>	\$ <u>715.00</u>
4.	4-Inch PVC Pipe, Drainage	50 LF	\$ <u>8.25</u>	\$ <u>412.50</u>
5.	4-Inch PVC Pipe, Irrigation Sleeve	20 LF	\$ <u>8.25</u>	\$ <u>165.00</u>
6.	Traffic / Pedestrian Control	1 LS	\$ <u>550.00</u>	\$ <u>550.00</u>
Base Bid Total				\$ <u>22,896.50</u>

Alternative Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Relocate Irrigation System Lateral, Three Heads	43 LF	\$ <u>10.00</u>	\$ <u>430.00</u>

McCall's Classic Construction
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR
Official Title

945 BEACHVIEW BLVD CLARKSTON
Bidders Mailing Address WA 99403

12493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 7:30 am This 12th day of JUNE, 2018

MOSCOW SCHOOL DISTRICT PATHWAY PROJECT

PAGE 6 OF 102

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Public Hearing: Proposed Rezone at 109 N Almon Street**Responsible Staff:** Michael Ray

Information

DESCRIPTION: The applicant, Garrett Thompson, is requesting to rezone a 13,033 square foot parcel located at 109 N Almon Street. The parcel is currently within the Multiple Family Residential (R-4) Zone which the applicant is proposing to change to the Neighborhood Business (NB) Zone.

The Planning & Zoning Commission conducted a public hearing on June 27, 2018 and recommended approval of the rezone request.

STAFF RECOMMENDATION: After conducting public hearing and consideration of testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Necessary Resources/Impacts:

N/A

Attachments

Public Hearing Notice

Staff Report

Application and Neighborhood Meeting Materials

Ordinance

PZ RCS

PZ Minutes

NOTICE OF PUBLIC HEARING

Proposal for Rezone of a 13,033 square foot area located at 109 N Almon Street within the City of Moscow: LUP2018-0016.

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:

A proposal to rezone the subject property from its current designation of the Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Rezone on June 27, 2018 and recommended approval with no conditions.

MEETING DATE: Monday, July 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 883-7035 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: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>



Laurie M. Hopkins, Moscow City Clerk

Anne Peterson, Deputy Clerk

Publish: Saturday, June 30, 2018

Attachment: Public Hearing Notice (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

CITY OF MOSCOW COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

Hearing Date: July 16, 2018

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for Rezone of a 13,033 square foot area located at 109 N Almon Street from the Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone: LUP2018-0016.

Attachments:

1. Public Hearing Notice
2. Rezone Application
3. Neighborhood Meeting Materials

STAFF REVIEW

Proposal: The applicant, Garrett Thompson, is requesting to rezone a 13,033 square foot parcel located at 109 N Almon Street. The parcel is currently zoned Multiple Family Residential (R-4) Zone which the applicant is proposing to change to the Neighborhood Business (NB) Zone.



Aerial of Subject Property

Attachment: Staff Report (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

Site and Area Land Use: The subject property consists of a 13,033 square foot parcel of land located on the southwest corner of ‘A’ Street and Almon Street. The subject property was originally part of the Dumas Seed property and includes an existing building which is constructed of brick and was previously used as the original powerhouse building. The subject property was approved to be divided from the main Dumas Seed property by City Council on June 18, 2018.

The property is surrounded by a mixture of uses which include Gropp Heating, Air, and Electric to the east, self-storage unit development to the southeast, and St. John Hardware and Implement to the northeast. The surrounding properties to the north, west, and south contain a mixture of single family residential, multi-family residential, and two-family residential properties.

Comprehensive Plan Land Use Designation:

The entirety of the subject property is currently designated as Urban Mixed (UM). According to the Comprehensive Plan, UM designated areas are,

“intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a rich mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two to three story vertically mixed-use buildings. The urban mixed area should provide a pedestrian connection between the University of Idaho and downtown, and provide space for a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract.”

Properties to the west, south, east, and northeast are also designated as UM, while properties to the north and northwest are designated as Neighborhood Conservation (NC).

The subject property has property frontage on ‘A’ Street which is currently designated as a collector street by the 2009 Comprehensive Plan. The subject property also has frontage on Almon Street which is designated as a local neighborhood street.

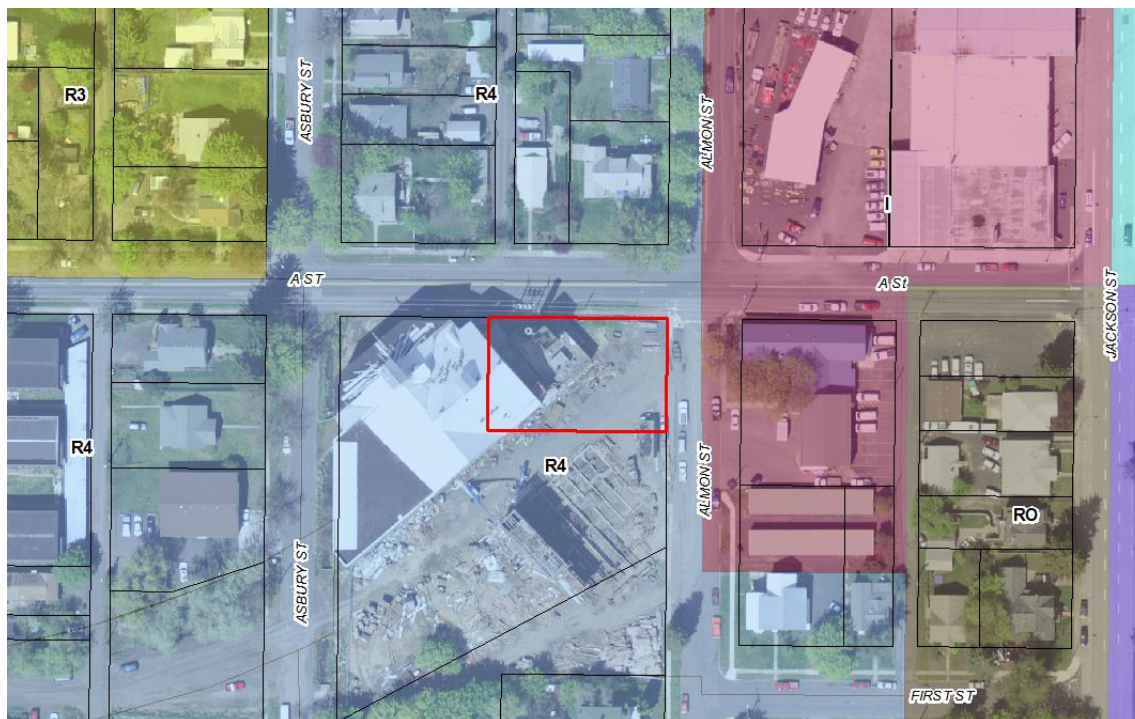


Current Comprehensive Plan Land Use Designation

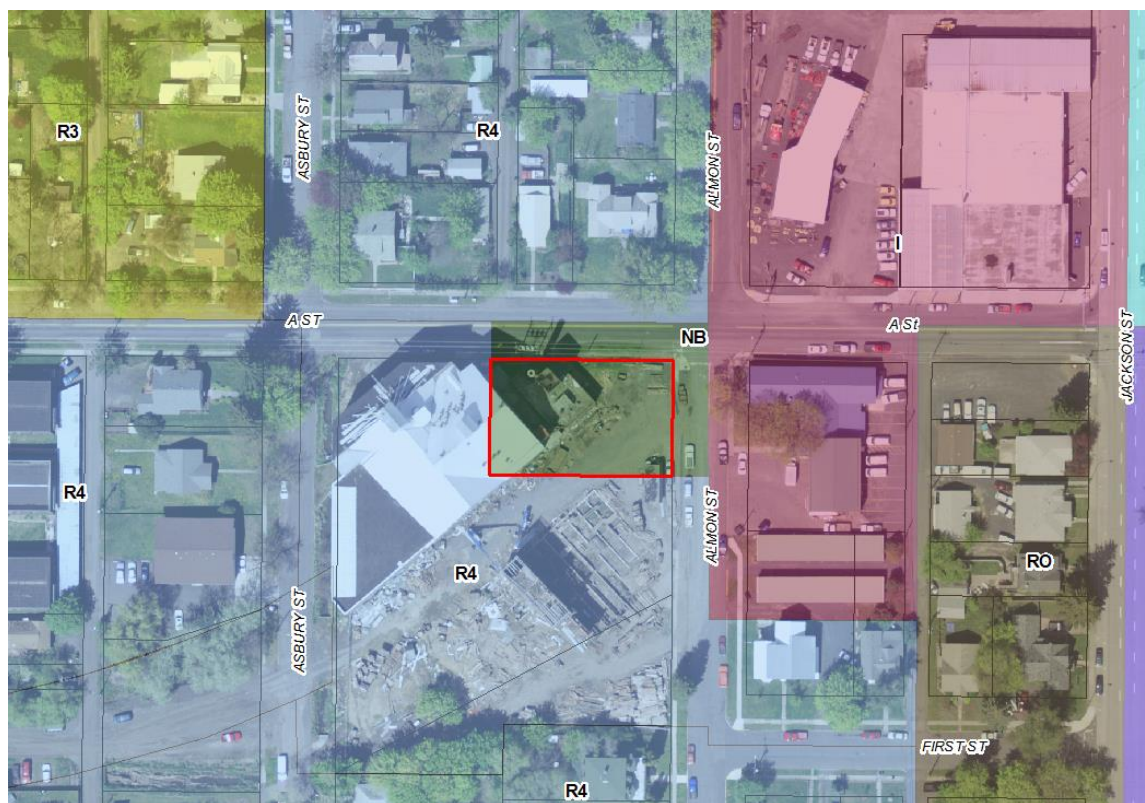
Zoning: The proposal is to rezone the subject property from its current designation of the Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone. The Neighborhood Business (NB) Zone is the lowest intensity commercial Zoning District permitted within the City. It is intended to apply to areas of less than two (2) acres, where commercial services may be provided in convenient locations serving adjoining residential neighborhoods rather than the community as a whole. The commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses. The NB Zoning District is appropriately applied in the following circumstances:

1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.

Uses permitted within the NB Zone include residential uses, retail sales, personal services, restaurants, professional offices, daycare facilities, churches, and community/neighborhood centers.



Current Zoning



Proposed Zoning

Water and Sewer: There are existing water and sewer mains within ‘A’ Street which are of sufficient capacity to accommodate any future use that the NB Zone would allow on the subject property.

Access, Streets, Traffic: The subject property is located adjacent to ‘A’ Street to the north, which is currently designated within the Thoroughfare Plan as a collector street. ‘A’ Street is developed as a 36 feet wide paved roadway on the segment adjacent to the subject property with no curb, gutter, and intermittent sidewalk on the south side of the street. On the north side is a sidewalk with intermittent curbing and tree lawn.

Almon Street is directly east of the subject property and is designated as a local neighborhood street. Portions of Almon Street are deteriorated and the paved roadway is 30 feet in width in this section. There are limited areas of sidewalk on the west side of the street and the curbing is missing in most locations.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on May 23, 2018 to discuss the proposed rezone. All neighborhood meeting materials are attached.

Input from Other Agencies: None received.

RELEVANT CRITERIA & STANDARDS:

Rezone:

1. The proposed rezone is 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.

RECOMMENDATIONS:

The Planning & Zoning Commission conducted a public hearing on June 27, 2018 and recommended approval of the rezone request with no conditions.

Staff recommends that the Council approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published

by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.



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

For City Use Only			
Date Received		5-24-18	
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$770	
Receipt Number		LUP2018-0016	

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Garrett Thompson Telephone: 509-330-0350
1010 Pine Crest Rd. Moscow, ID 83843
(home address)

Relationship to affected property (please check one):

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

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

Name: Blum Enterprises, LLC Telephone: _____
1138 Highway 8, Troy, ID 83871
(home address)

3. Location of Affected Property: 109 N. Almon

Legal Description: Lieuallen's Addition Block 5 _____
(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: R4 - High Density Multi-Family to: NB - Neighborhood Business
(current zoning) (proposed zoning)

5. Reason: Applicant requests a rezone for the following reason(s): Applicant desires to redevelop the property and preserve some of the existing historic structure if feasible. The anticipated use would include some element of commercial or business use and the NB zone provides the most flexibility for options.

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.
 The Comp Plan designation for the property is Urban Mixed, which are areas intended to provide infill development and adaptive re-use of areas that surround downtown. This designation calls for a mix of residential and limited commercial uses, such as niche retail, restaurants, artist studios and personal and professional services.
- B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.
 The proposed rezone to NB would provide for logical and orderly location of land uses, community services and facilities. The property use immediately to the east is commercial; the land to the south is zoned high density residential, and the property to the west is residential. This NB zone would provide for a good transition between the commercial and residential properties. Plus the NB uses will provide additional services to the community.
- C. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.
 The uses allowed in the NB are compatible with the surrounding area. As described above the area is a transition between residential and commercial. The NB zone allows for a variety of uses that provide services to the community which could range from business/professional offices to restaurants. It provides access to services and amenities for the residents, but is not as intense as the motor business zone.
- 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.
 The property is approx. 13,033+/- square feet and contains an existing 1900+/- square foot structure that the Applicant hopes to restore and preserve for historical purposes if feasible. The size of the lot restricts the level of intensity the use could be in that location. For instance the required off-street parking and the size of the structure has limited the footprint of any development of improvements. This limits the capacity of the property; limiting its use.
- 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.
 The property can be adequately served by the existing transportation network, public facilities and services. The property is on the corner of A and Almon and has access off of Almon. Services are already provided to the property. Any additional public facilities required to develop the property will be paid for by the developer.
 The streets serving the property are maintained by the City.

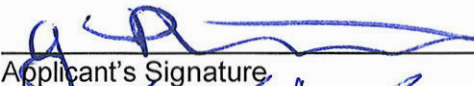
Notification: The Idaho Code requires that all property owners located within 300 feet of the affected property receive notification of the public hearing to be conducted by the Planning and Zoning Commission regarding any rezone request.

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.

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.


Applicant's Signature

5-23-18

Date


Property Owner's Signature

5-23-18

Date



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHILN, PLS / ID, WA

PROPERTY DESCRIPTION FOR BLUM CONSTRUCTION REVISED PARCEL 1

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

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

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

Containing 13,033 square feet (0.30 acres), more or less.

This description was prepared by John L. Dunn on March 26, 2018 and revised on May 3, 2018.

129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net

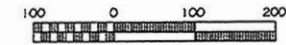


591962

T 39 N, R 5 W, S 7

AMENDED RECORD OF SURVEY

A Division of Land Located in Lots 1-8 &
29-36 of Block 5 of Misses A.A. Lueuallens
Addition to the City of Moscow, Section 7
T39N, R5W, Boise Meridian
Latah County, Idaho



ORIGINAL SCALE: 1" = 100 FEET
CADD FILE: Blum Construction RDS - Amended.dwg

LEGEND

- Set 5/8" x 30" long rebar w/ aluminum cap LS 10162
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✚ Found Section or 1/4 Section Corner
- (M) Measured
- (R) Record Per Misses Lueuallens Addition to the City of Moscow
- Subject Property Boundary Line
- Section Line
- Section Subdivision Line
- Tie Line
- City Street Centerline
- City Street Right of Way Line

BASIS OF BEARINGS

The Basis of Bearings for the survey to the Idaho Coordinate System, West Zone, NAD 83, as shown between the found southeast corner and the found east quarter corner of Section 7, said bearing being N 00°21'05" E.

SURVEY REFERENCES

1. Warranty Deed Inst. No. 473350
2. Misses A.A. Lueuallens Addition to the City of Moscow, Book 3, Page 23424, 1883
3. Record of Survey, Instrument No. 362924, LS 3003, 1988
4. Record of Survey, Instrument No. 364441, LS 912, 1988
5. Record of Survey, Instrument No. 530914, LS 12724, 2009

SURVEYOR NOTES

1. This survey amends that survey recorded as Inst. No. 590945. The purpose of this amendment is to adjust the southerly property line of Parcel 1 and to produce a new legal description.

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act. This survey map was prepared at the request of Blum Enterprises, LLC in April, 2018.



John L. Dunn - Idaho Professional Land Surveyor



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

SHEET

1
OF
1

100 West 3rd Street #202 Moscow, Idaho 83843 208-653-5529 nemo@rimrockconsulting.com

591962

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH

RECORDED AT THE REQUEST OF Blum Rock

AT 4:29 PM THIS 21st DAY OF May 2018

RECORDED HENRIETTE K. WESTBERG

DEPUTY [Signature] \$5.00

16 17

J-7
SC Corner
Fd. 3 1/2" dia. brass cap
per CFF Inst. No. 362984

BASIS OF BEARINGS
N 00°21'05" E - 2560.67'

LIEUALLENS SECOND ADDITION

RDS #530914
RDS #364441

MISSIES LIEUALLENS ADDITION

LIEUALLENS THIRD ADDITION

LILY ST.

Fd. 5/8" dia. rebar per
RDS Inst. No. 360924

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Meeting Minutes for Neighborhood Meeting Thompson/Blum Rezone Application R4-NB

The neighborhood meeting was held at noon on May 23, 2018 at the 1912 Center.

Attached is a copy of the sign in sheet showing those who attended.

Susan Wilson, attorney for the Applicant, Garrett Thompson, the Applicant, and Noel Blum, the Property owner presented.

Mrs. Wilson introduced the rezone application, explaining that the property was currently zoned R4 and that the applicant was requesting the Neighborhood Business (NB) zone for the 13,033+/- square foot lot. She provided two handouts: a copy of the City zoning ordinance for the NB zone and an aerial depicting the property proposed to be rezoned. She discussed the public hearing process and the fact that there would be additional opportunities for input. She also discussed the size of the lot and the fact that the ultimate use of the property would be limited by the size of the lot, the required off-street parking, and the footprint of the existing structure.

Neighbors questioned what the exact use would be on the property to be rezoned and the remaining property owned by Mr. Blum. It was explained that the exact use of the property was not yet determined; that the use is intended to have a commercial or business element which would fall within the permitted uses listed under the NB zoning ordinance. The applicant is hoping to try and preserve the structure if feasible, which one neighbor expressed appreciation for.

A neighbor asked about traffic and what factors the applicant took into consideration regarding the project. Mr. Blum explained the access, discussed the road conditions, and the improvements that would be required under the code. The zone of course was a factor to consider and for the applicant the ability to use the existing structure and to try and preserve it if feasible were factors.

One neighbor commented that he had followed the progress of the demolition of the previous structures and asked about environmental conditions. Mr. Blum explained that environmental studies were completed and it was given a clean bill of health. He referenced the possibility of using urban renewal funds to be able to help make improvements, such as to the road.

One neighbor expressed concern about the future use of the property due to the high crime in the area. Mrs. Wilson responded that having the property occupied and being used for something can help with that by providing more supervision in the area. Another neighbor agreed that having something there is better than nothing. That neighbor expressed his approval of the proposal and said he supported the development in the area.

A neighbor wanted to more information regarding the other holdings of the Thompson family, which were not relevant to the application. That neighbor wanted a commitment on exactly what

wouldn't go there and who Mr. Thompson would rent to. Mr. Thompson responded that the use he is proposing would be a use allowable under the NB zone.

A neighbor wanted to know how the proposal would benefit them. It was explained that the use would provide some amenities to the neighborhood and community in general. Also, since Mr. Blum intends to develop the adjacent property into condos or townhomes, having a neighborhood business to serve the future neighbors is a plus.

Timing of development was a general question that was actually answered by the neighbor asking the question; a lot of factors go into the development of a property and it could take months or years to see something happen. It does depend on the market. Mr. Blum did say he didn't expect to get started on his property until 2019.

Many questions were asked about the use of the adjacent property which was not the subject of the meeting but which did provide good information to the neighbors. There was interest expressed in having the condos or townhomes available for retirement folks who want to live downtown. Other questions were asked of Mr. Blum about his plans for the R4 property and who would be tenants. Mr. Blum explained he intended the units to be sold as condos and that they would be more upscale; he anticipates three buildings with 12 units each; four stories with the first level being parking.

One email was received from a neighbor who did not make it to the meeting but said he had no objection to the rezone. A letter was received in advance by a neighbor who did make it to the meeting, which had a list of questions that were answered and discussed during the meeting. A phone call was received by a neighbor who made it to the meeting and her questions and concerns were addressed at the meeting.

Neighbors were told they would receive notices regarding when the public hearings are scheduled and that they could also submit written comments.

Meeting adjourned at 12:40.

SIGN IN SHEET

Neighborhood Meeting — May 23, 2018

RE: Application for Rezone by Garrett Thompson -- A and Asbury, Moscow

Name:	Address:	Phone/Email:
Roberton Smith	115 S. Asbury #2	208 810 0332
John W. Rainard	237 N. Lilly Street	(208) 882-8025
Timothy L. Bell	236 N. Asbury St.	208-882-2557
Victorin Seever	121 N. Lilly	208-882-0766
Jo Ellen Force	545 N. Blaine St.	208-874-3200
J. Silva	226 N. Asbury	208 596-9520
Dennis Baird	2187 Moscow	dbaird@vidah.com
Josh Ciley	113 S. Almon	208-791-6015
Robert Rodwell	237 N. Asbury 809 E. B. St.	208 882 0022
Tim Daulton	109 S. Almon	

Attachment: Application and Neighborhood Meeting Materials (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

- ii. Twinhome dwellings – two thousand two hundred fifty (2,250) square feet.
 - iii. Townhouse dwellings – one thousand eight hundred (1,800) square feet.
 - b. Minimum Lot Width:
 - i. Single family, two (2) family and multiple family dwellings - fifty feet (50').
 - ii. Twinhome dwellings – twenty five feet (25').
 - iii. Townhouse dwellings – eighteen feet (18').
 - 2. Non-Residential Uses:
 - a. Minimum Lot Area - none specified.
 - b. Minimum Lot Width - none specified.
 - H. Minimum Yard Requirements:
 - 1. Residential Uses:
 - a. Front - ten feet (10').
 - b. Side - five feet (5'); the sum of the two (2) side yards shall be at least fifteen feet (15') for lots greater than fifty-five feet (55') in width and ten feet (10') for lots fifty-five feet (55') or less in width. Eight feet (8') for twinhome and townhouse exterior side yards.
 - c. Rear - twenty feet (20').
 - d. Street side - ten feet (10').
 - e. Twinhome dwelling and Townhouse dwelling interior side – none.
 - 2. Non-Residential Uses:
 - a. Front - ten feet (10').
 - b. Side - five feet (5').
 - c. Rear - ten feet (10'); twenty feet (20') when rear yard abuts residentially zoned land.
 - d. Street side - ten feet (10').
 - I. Required Open Space: A minimum of seventy-five (75) square feet of functional open space shall be provided per dwelling unit; a minimum of four hundred (400) square feet of functional open space shall be provided for each lot on which a residential use is located.
 - J. Maximum Height of Structures: forty feet (40').
 - K. Signs: Pursuant to the Moscow Sign Code.
(Ord. 97-33, 11/3/97; 98-15, 4/20/98; 2005-33, 12/19/2005; 2007-11, 09/17/2007; 2010-24, 11/15/2010; 2013-15, 08/19/2013; 2013-16, 10/21/2013; 2014-16, 10/06/2014)
- Sec. 3-3. Neighborhood Business Zoning District (NB).**
- A. Intent: The NB Zoning District is the lowest intensity commercial Zoning District permitted within the City. It is intended to apply to areas of less than two (2) acres, where commercial services may be provided in convenient locations serving adjoining residential neighborhoods rather than the community as a whole. The commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses. The NB Zoning District is appropriately applied in the following circumstances:
 - 1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
 - 2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
 - 3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
 - 4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.
 - B. Permitted Principal Uses and Structures:
 - 1. Residential uses, including Residential Rental Unit, provided that any dwellings located on the ground floor shall be located behind commercial uses in a manner that will not interrupt commercial frontage on the primary street, except as otherwise

authorized herein. Residential uses may be allowed on the ground floor on secondary street frontages of corner lots.

2. Retail sales and personal services, including restaurants, but limited to sale of goods and services are to the household consumer. Excluded from this Zoning District are dealers in large commodities such as automobiles, appliances, furniture, and other goods of similar nature or character.

3. Establishments that provide clerical, professional, or other skilled services which do not involve substantial fabrication. Examples of such uses include, but are not limited to, the offices of professionals such as doctors, lawyers, accountants, counselors, architects, and engineers; insurance and business consultant offices; administrator's offices; beauty and barber shops; and graphic and photographic studios.

4. Group day care facility or small day care facility.

5. Community or neighborhood center operated by an agency of local government.

6. Parking facilities for uses permitted within the NB Zoning District.

7. Churches, convents, monasteries, synagogues and mosques.

8. Market Garden, Community Garden, Accessory Garden, including retail sales.

9. Mortuaries.

C. Permitted Accessory Uses and Structures: Family day care facility.

D. Conditional Uses:

1. Large day care facility.

2. Uses involving the assembly, treatment, processing, or fabrication of consumer products to be sold at retail on the premises. Such uses shall not utilize a structure which exceeds one thousand (1,000) square feet of gross floor area. No operation conducted on the premises shall constitute a public nuisance beyond the property lines by

reason of smoke, fumes, odor, steam, gasses, vibration, noise, hazards or other causes.

3. Schools, commercial schools and educational institutions, with specific consideration given to traffic, parking, safety and nuisance issues, as well as cumulative impacts of and proximity to existing schools, commercial schools and educational institutions in the vicinity.

4. Residential uses, including Residential Rental Unit, located on the ground floor which are not located behind commercial uses or otherwise authorized herein.

E. Limitations On Uses:

All uses shall be conducted wholly and entirely within enclosed buildings, except:

1. Market Garden, Community Garden, Accessory Garden, including retail sales;

2. Outdoor dining areas for restaurants;

3. Outdoor play areas necessary for schools or daycares;

4. Parking and loading areas.

F. Lot Requirements:

1. Residential Uses:

a. Minimum Lot Area - five thousand (5,000) square feet; eight hundred (800) square feet per dwelling unit, whichever is greater.

b. Minimum Lot Width - fifty feet (50').

2. Non-Residential Uses:

a. Minimum Lot Area - none specified.

b. Minimum Lot Width - none specified.

G. Minimum Yard Requirements:

1. Front - twenty feet (20').

2. Side - ten feet (10').

3. Rear - twenty feet (20').

H. Required Open Space: A minimum of seventy-five (75) square feet of functional open space shall be provided per dwelling unit; a minimum of four hundred (400) square feet of functional

open space shall be provided for each lot on which a residential use is located.

- I. Maximum Height of Structures: forty feet (40').
- J. Signs: Pursuant to the Moscow Sign Code.
(Ord. 2005-33, 12/19/2005; 2007-11, 09/17/2007; 2013-15, 08/19/2013; 2014-06, 05/19/2014; 2014-16, 10/06/2014; 2014-19, 11/17/2014; 2015-11, 07/06/2015)

Sec. 3-4. Research, Technology and Office Zoning District (RTO).

- A. Intent: The RTO Zoning District is created to take advantage of technology developed and expertise available at the University of Idaho and the transfer of technology to the private sector. It is intended that a high quality environment which is conducive to the successful operation and attraction of research and technology-based businesses be established in this Zoning District compatible with the University of Idaho campus and the City Central Business Zoning District. This Zoning District is appropriate where adequate infrastructure is available and where neighboring land uses will enhance, or not detract from, the intent and uses of the RTO Zoning District. The RTO Zoning District should be located adjacent to or in close proximity to arterial or collector streets. Permitted uses include but are not limited to those directly involved in research and development; manufacture of prototype goods or goods from prototype machinery or processes; limited light manufacturing beyond prototype compatible with a research and development environment; and a limited range of office uses that could provide services to the research and development functions or could be converted to research and development uses as the market for such space warrants.
- B. Permitted Principal Uses and Structures: In an RTO Zoning District,

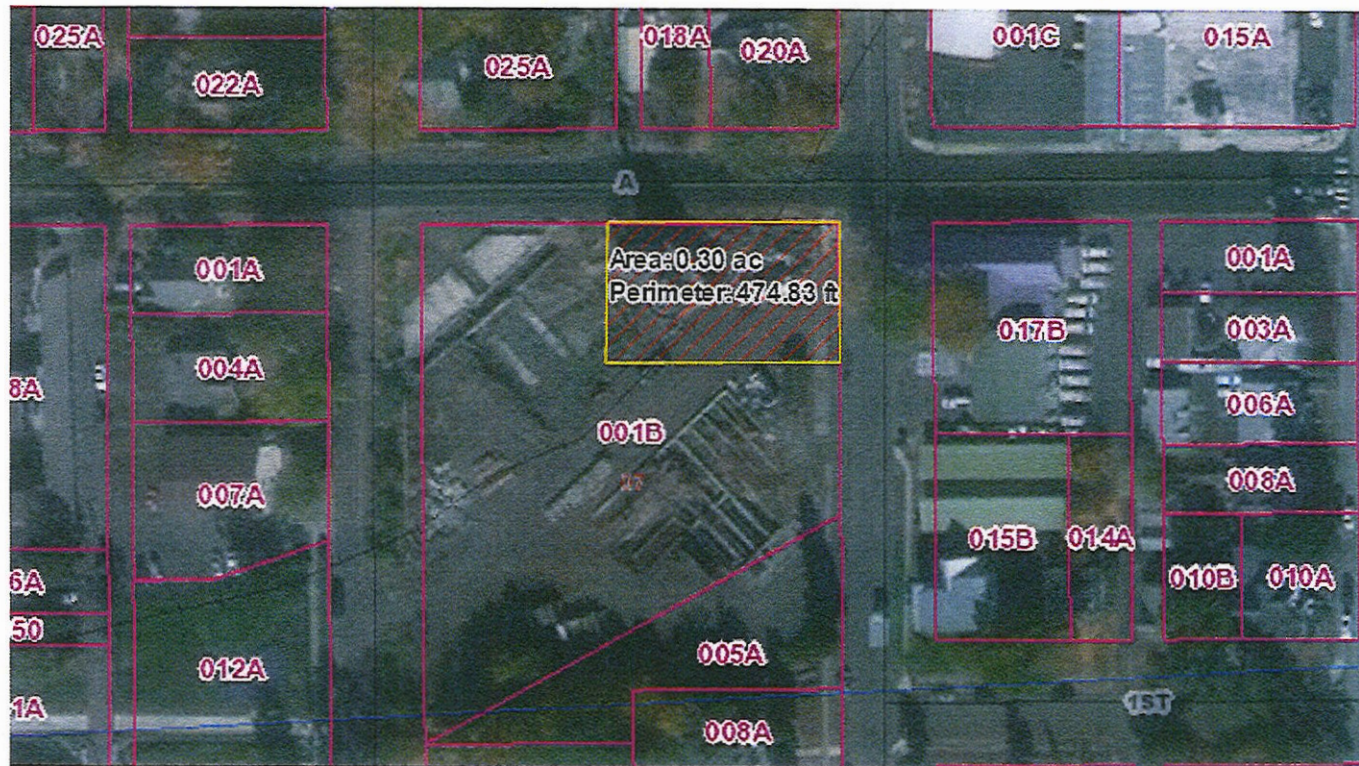
only the following are permitted as hereinafter specifically provided and allowed in this Chapter, and are subject to the off-street parking requirements and general provisions and exceptions set forth in this Zoning Code:

1. Research and development establishments that offer support to the research and technology purposes of the Zoning District, including the manufacture or creation of prototype products or processes.
2. Light manufacturing (as defined in the Zoning Code) that offers support to the research and technology purposes of the Zoning District.
3. Professional, executive and clerical offices that offer support to the research and technology purposes of the Zoning District. "Professional" as used in this subsection, includes, but is not limited to: attorneys, accountants, tax consultants, engineers, architects and other professional enterprises and offices which can support the research and technology purposes and uses of the Zoning District. Medical offices engaged primarily in the provision of health care to patients are excluded from this Zoning District.
4. Financial services that offer support to the research and technology purposes of the Zoning District, except full-service banks and savings and loan institutions. Financial services shall include, but not be limited to, brokerage firms, investment firms, and insurance firms.
5. Publishing houses that offer support to the research and technology purposes of the Zoning District.
6. One (1) commercial eating and drinking establishment shall be permitted in an RTO Zoning District with less than twenty five (25) acres; two such establishments shall be permitted in an RTO Zoning District with twenty five (25) to fifty (50) acres; and three such establishments shall be permitted in an RTO Zoning District with more than (50) acres.

Neighborhood Meeting for Garrett Thompson Rezone Application

R4 to NB

Illustration of approximate lot size to be rezoned. Actual square feet of lot is 13,033+/-



John W. Brainard, MAJ, AUS, Ret.
 237 North Lilly Street, Moscow, ID 83843
 Phone: (208) 882-8025 / 23 May 2018 A. M.

Ms. Susan R. Wilson, Esq. (Hand delivered to office; available at the 23 May 2018 meeting at the 1912 Center, Moscow.)
 208 South Main Street, Suite 2
 Moscow, ID 83843
 Ph: (208) 882-8060 / Email: sw2@moscow.com

Subject: Your 7 May 2018 letter..."Rezone of Corner of A and Almon Streets..."

Dear Ms. Wilson,

I have several questions vis a vis your 7 May 2018 letter regarding Mr. Garrett Thompson's "desire" to rezone an approximately 12,500 square foot **portion** of the **larger plot** bounded by West A Street, Almon Street, Asbury Street and residential / commercial property on the larger plot's southerly bounds:

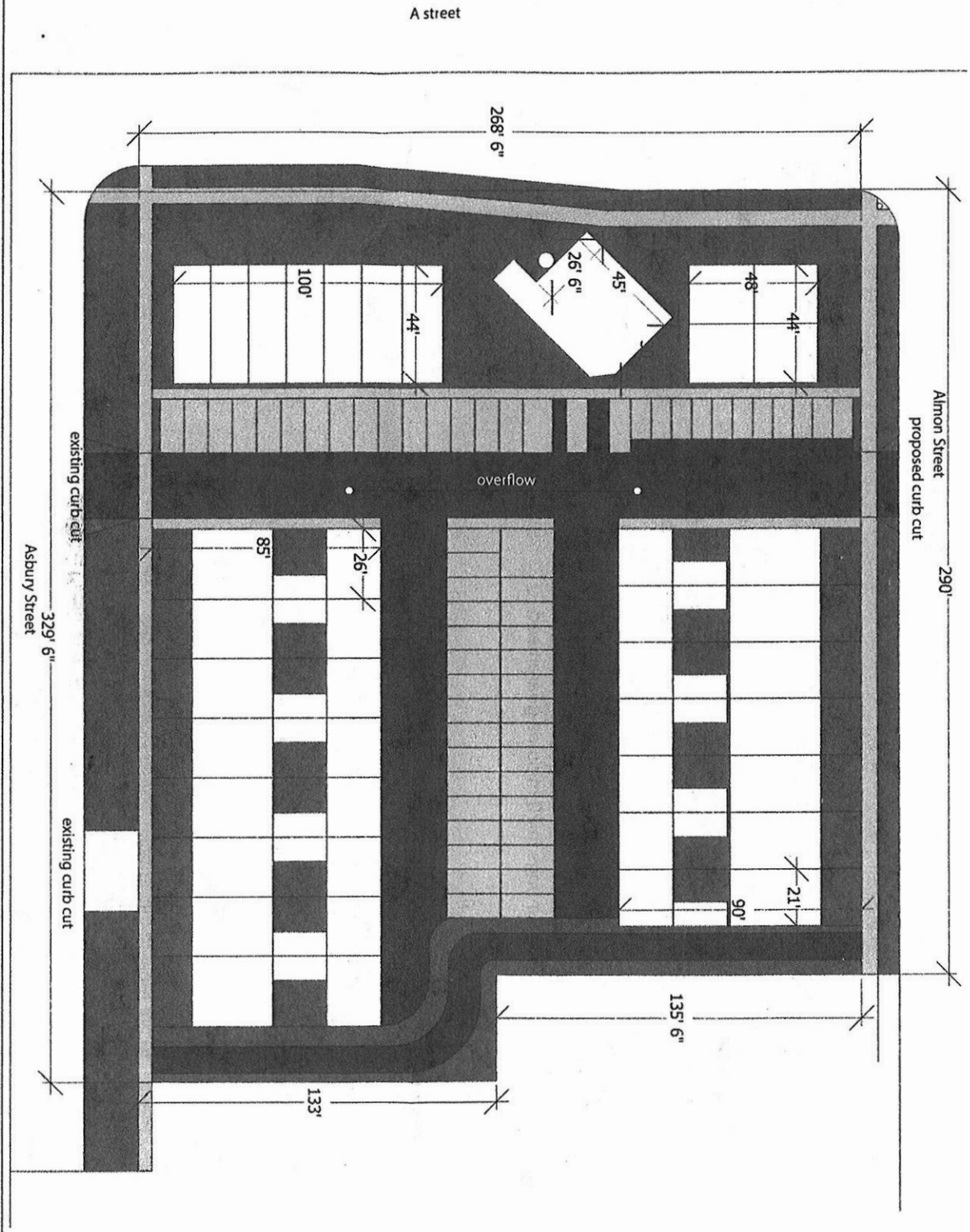
1. What is the use / construction plan for 12,500 square portion (above,) vis a vis if it is rezoned "Neighborhood Business zone" as sought by Mr. Thompson?
2. What is / are plans for the remainder of the **larger plot** (all) owned by Blum enterprises, LLC of Troy, ID?
3. What is the time frame for Mr. Thompson's "...business options...(he) is interested in pursuing?..."
4. What is the status of any "hazardous waste" on the portion Mr. Thompson seeks to have rezoned?
5. What is the relationship between Mr. Garrett Thompson and Blum Enterprises, LLC et. al.?

Comment: Several years ago, plans were proffered (R. Becker Design (rbeckerdesignr.com)) for a "Row House" development for much, if not all of the current Blum Enterprises, LLC holdings (see #2 above.) That proposal does not seem to have come to fruition as of this date?

Cordially,



John W. Brainard



R.Becker design

Rebekah Becker
(208) 596-5082
rbeckerdesignco@gmail.com
rbeckerdesignco.com

Corner of Almon & A
Moscow Id
Overview
Row Houses

Comments:

A1

Susan R. Wilson

From: Gordon Gourley <gvgourley@gmail.com>
Sent: Tuesday, May 15, 2018 8:30 PM
To: sw2@moscow.com
Subject: Rezone at A and Asbury

Thank you for the notice on the rezone. I have no objections to the changes, so I will not be attending the meeting.

Thank you.

Gordon Gourley

Attachment: Application and Neighborhood Meeting Materials (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

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424 WEST A LLC
220 N JEFFERSON ST
MOSCOW ID 83843

ANAC 237/243 ASBURY LLC
718 E 1ST ST
MOSCOW ID 83843

ARCHER PHOTOGRAPHY
320 W 3RD STREET
MOSCOW ID 83843

BECKER, MARC
PO BOX 8567
MOSCOW ID 83843

BEHRE, MARILYN M
PO BOX 9780
MOSCOW ID 83843

BENSEN, ROBERT C
PO BOX 1851
SANDPOINT ID 83864

BLUM ENTERPRISES LLC
1138 HWY 8
TROY ID 83871

BONNEY, MICHAEL K
103 N JACKSON ST
MOSCOW ID 83843

BURRAGE, TED V
2530 BLAINE ROAD
MOSCOW ID 83843

CHURCH, BAPTIST
123 W 1ST STREET
MOSCOW ID 83843

A STREET PROPERTIES LLC
836 ORCHARD AVE
MOSCOW ID 83843

ANAC 237/243 ASBURY LLC
718 E 1ST ST
MOSCOW ID 83843

BARR, BENNETT W
1207 N 20TH ST BSMT
BOISE ID 83702

BECKER, MARC S
214 N POLK ST
MOSCOW ID 83843

BELL, MARIAN K MURTA
236 N ASBURY ST
MOSCOW ID 83843

BLACKER, NANCY J
219 LILLY ST
MOSCOW ID 83843

BOND, CHARLES E
PO BOX 9769
MOSCOW ID 83843

BRAINARD, JOHN W
237 N LILLY ST
MOSCOW ID 83843

BUSWELL, WILLIAM A
BOX 238
DEARY ID 83823

CILLEY, JOSHUA E
113 S ALMON ST
MOSCOW ID 83843

AB&C LLC
4252 SAND RD
PULLMAN WA 99163

ANTHONY-STEVENS, VANESSA
229 N LILLY ST
MOSCOW ID 83843

BASSETT, SHERALYN D
113 N JACKSON ST
MOSCOW ID 83843

BECKETT, GEOFFREY
PO BOX 9532
MOSCOW ID 83843

BENSEN FAMILY TRUST
PO BOX 1851
SANDPOINT ID 83864

BLUM ENTERPRISES LLC
1138 HWY 8
TROY ID 83871

BOND, MARIA L
510 W FORREST WAY
CAMANO ISLAND WA 98282

BRENNAN PROPERTIES LLC
PO BOX 9404
MOSCOW ID 83843

BUSWELL, WILLIAM A
PO BOX 238
DEARY ID 83823

CJL COMMERCIAL PROPERTIES LLC
3275 FOOTHILL RD
MOSCOW ID 83843

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CLYDE & BOND ENTERPRISES LLC PO BOX 9769 MOSCOW ID 83843	CLYDE & BOND ENTERPRISES LLC PO BOX 9769 MOSCOW ID 83843	COAHRAN, ALLEN 230 W 3RD ST MOSCOW ID 83843
COOKMAN, CORRINE D 5914 DUFORT RD SAGLE ID 83860	CORPUS, KRISTEN 102 N LILLY ST MOSCOW ID 83843	CROZIER, ROGER L 616 E 3RD ST MOSCOW ID 83843
CYW PNW PROPERTIES LLC PO BOX 9780 MOSCOW ID 83843	DAVIS, ROBERT R 1436 PINE CONE RD APT 1 MOSCOW ID 83843	DAVIS, ROBERT R 1436 PINE CONE RD APT 1 MOSCOW ID 83843
DAWNG, ZACK N 312 W A ST MOSCOW ID 83843	DAYTON, BRETT 205 N MAIN ST MOSCOW ID 83843	DEVINE, JERRY ARTHUR 229 N ASBURY ST MOSCOW ID 83843
DRAL RENTALS LLC 809 E B ST MOSCOW ID 83843	DRAS RENTALS LLC 809 E B ST MOSCOW ID 83843	DROWN, DAVID C 818 VISTA ST MOSCOW ID 83843
DURANT, LYDIA E 220 N ASBURY ST MOSCOW ID 83843	EAGLES, FRATERNAL ORDER OF INC 123 N MAIN ST MOSCOW ID 83843	FIRST SECURITY BANK OF ID, NA PO BOX 2609 CARLSBAD CA 92018
FIRST VAN BUREN LLC PO BOX 9780 MOSCOW ID 83843	FLERCHINGER, JOSIE R PO BOX 594 CRAIGMONT ID 83523	FORBES, DANIEL B 214 W 1ST ST MOSCOW ID 83843
FORTIS, BILL A 1039 MOUNTAIN AVE COEUR D'ALENE ID 83814	FOSBERG, MAYNARD A 1707 E D ST MOSCOW ID 83843	FRANCETICH, KANE R 501 N BLAINE ST MOSCOW ID 83843
FULLMER, GARY C 229 N ALMON ST MOSCOW ID 83843	GADWA, DOUGLAS 1400 SAND ROAD MOSCOW ID 83843	GEORGE, W L 523 W A ST MOSCOW ID 83843
GOETZ, TAMARA A 419 E 7TH ST MOSCOW ID 83843	GORILLA POET PRESERVE LLC 207 N MAIN ST MOSCOW ID 83843	GOURLEY, EUGENE W 221 W 1ST STREET MOSCOW ID 83843

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GOURLEY, GORDON J
117 N JACKSON ST
MOSCOW ID 83843

HAYDEN ROSS PROPERTIES LLC
315 S ALMON ST
MOSCOW ID 83843

HH MOSCOW LLC
PO BOX 243
FAIRFIELD WA 99012

IDAHO APARTMENT RENTALS LLC
1325 VALLEY ROAD #25
PULLMAN WA 99163

JERRY'S CROSSING LLC
931 HAROLD ST
MOSCOW ID 83843

J-U-B ENGINEERS, INC
240 W CENTER STE 200
OREM UT 84057

LATAH ALLIANCE FOR THE
PO BOX 8654
MOSCOW ID 83843

MAGYAR INVESTMENTS INC
106 FLINT ST
MOSCOW ID 83843

MC COY, LEN DAVID
4664 HWY 95
MOSCOW ID 83843

MC KINLEY ENTERPRISES LLC
278 RESERVOIR DR
LEWISTON ID 83501

GREEN TREE PROPERTIES 1 LLC
120 N LINE ST
MOSCOW ID 83843

HEILMAN, NATHAN
522 W A ST
MOSCOW ID 83843

HILL RENTAL PROPERTIES LLC
1218 S MAIN ST
MOSCOW ID 83843

IMUA PROP. MGMT LLC
113 N MAIN ST
MOSCOW ID 83843

JJH FARMS LLC
PO BOX 8627
MOSCOW ID 83843

KAUFFMAN, JOHN DAVID
502 W 3RD STREET
MOSCOW ID 83843

LATAH COUNTY
PO BOX 8068
MOSCOW ID 83843

MARTSON, ROBERT
111 S ASBURY ST
MOSCOW ID 83843

MC COY, OBA ARTHUR
4664 HWY 95
MOSCOW ID 83843

MC LEAN, CASS M
324 W A ST
MOSCOW ID 83843

HARRIS, MARK R
516 W 1ST ST
MOSCOW ID 83843

HELBLING, DANIEL E 50%
3639 COUNTRY CLUB CT
LEWISTON ID 83501

HUFF, MICHAEL
PO BOX 128
ASOTIN WA 99402

JAIN, DENIS L
1205 E 7TH ST
MOSCOW ID 83843

JOHNS, JACOB A
205 N LILLY ST
MOSCOW ID 83843

KISSLER ENTERPRISES LP
1125 W AMITY RD
BOISE ID 83705

LINDSTROM, BRADLEY W
605 SW CHERRY LN
PULLMAN WA 99163

MARTSON, ROBERT D
111 S ASBURY ST
MOSCOW ID 83843

MC DONELL, CHARLES
5185 ROBINSON PARK RD
MOSCOW ID 83843

MC PHERSON, HEATHER LEE
520 W 1ST ST
MOSCOW ID 83843

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MC REYNOLDS, DEDE M
230 N ASBURY ST
MOSCOW ID 83843

MORBECK, MICHAEL L
212 N LILLY ST
MOSCOW ID 83843

NONSTOP INVESTMENTS LLC
PO BOX 9887
MOSCOW ID 83843

PADDA, HIRDAYPAL S
222 N LIEUALLEN ST
MOSCOW ID 83843

PATREK, GREGORY V
336 STYNER AVE
MOSCOW ID 83843

POKORNY, ANDREW J
217 W 1ST ST
MOSCOW ID 83843

R&B UNLIMITED LLC
PO BOX 8113
MOSCOW ID 83843

SCHMIDT, THOMAS L
6110 W RANDOLPH DR
BOISE ID 83709

SHARP, MICHAEL O
522 W A ST
MOSCOW ID 83843

SMITH, JEFFREY A
4061 NE BROGDEN ST
HILLSBORO OR 97124

MILES, GRANT C
646 DAIRY RD
WEIPPE ID 83553

MOSCOW 121 LLC
1075 SNOW RD
MOSCOW ID 83843

NORTHROP, CORTLAND J III
223 N ALMON ST
MOSCOW ID 83843

PARK RIVER LLC
PO BOX 8986
MOSCOW ID 83843

PAUL, SAMUEL D
225 N ASBURY ST
MOSCOW ID 83843

POWELL, CHARLES E
244 LILLY ST
MOSCOW ID 83843

ROYSE, DONALD W
18043 N ATLAS RD
RATHDRUM ID 83858

SCHRAND, BRANDON
228 N LILLY ST
MOSCOW ID 83843

SINGH, GURKIRPAL
4297 NORTH ECHO LANE
COEUR D'ALENE ID 83815

SPELBRING, TERI
102 S LILLY ST
MOSCOW ID 83843

MOORER, MARK S
6220 HIGHWAY 95
POTLATCH ID 83855

NANCY A TAYLOR LLC
PO BOX 247
TREMONTON UT 84337

NORTHWOODS PROPERTIES LLC
PO BOX 9181
MOSCOW ID 83843

PARKINS, WILLIAM J
1150 HENDRIX RD
MOSCOW ID 83843

PETERS, RICHARD M
4467 SELLE RD
SANDPOINT ID 83864

QUALEY, CAROLYN MYRTLE
307 W 3RD ST
MOSCOW ID 83843

SALISBURY, MICHAEL A
2315 SHELBY LN
MOSCOW ID 83843

SEEVER, VICTORIA A
121 N LILLY ST
MOSCOW ID 83843

SIVULA, JOSEPH
226 N ASBURY ST
MOSCOW ID 83843

STANTON, THOMAS D TRUST
302 7TH ST
PETALUMA CA 94952

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STRICKLER, KATHERINE M
222 N LILLY ST
MOSCOW ID 83843STROUT, ISAAK
551 EMPIRE LANE
MOSCOW ID 83843STUBBS 207 WEST FIRST STREET
PO BOX 9444
MOSCOW ID 83843SWAN, PHILIP L
2941 7TH ST
BOULDER CO 80304TEMPLETON, KAREN
1071 KASPER ROAD
MOSCOW ID 83843UNIVERSITY CITY HOLDINGS 1
214 N POLK ST
MOSCOW ID 83843UNIVERSITY CITY HOLDINGS 6 LLC
PO BOX 8567
MOSCOW ID 83843VALENTINE, STERLING
109 S JACKSON ST
MOSCOW ID 83843WALLER, GREGORY L
512 W 1ST ST
MOSCOW ID 83843WEGARS, PRISCILLA S
735 E 6TH STREET
MOSCOW ID 83843WERNER, SHELLY
117 S ALMON ST
MOSCOW ID 83843WEST, LEONARD R
4957 LENVILLE RD
MOSCOW ID 83843WILEY, JESSICA
225 N ALMON ST
MOSCOW ID 83843WILSON, CODY D
1403 SAN THOMAS AQUINO RD
SAN JOSE CA 95240ZIMMER INVESTMENTS LLC
943 COLT CT
MOSCOW ID 83843ZIONS BANK
PO BOX 54288
LEXINGTON KY 40555

ORDINANCE NO. 2018 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF AN APPROXIMATELY TWENTY-ONE THOUSAND, ONE HUNDRED NINETY-THREE (21,193) SQUARE FEET OF PROPERTY, DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AS NEIGHBORHOOD BUSINESS (NB); 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 Multiple Family Residential (R-4) within the City of Moscow; and

WHEREAS, the proposed change from Multiple Family Residential (R-4) to Neighborhood Business (NB) is consistent with the underlying 2009 Comprehensive Plan Land Use Designation for Urban Mixed (UM) use; 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 June 27, 2018, Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property NB; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 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:

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

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

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

Also including the southern half of 'A' Street right-of-way and the western half of the Almon Street right-of-way adjacent to the subject parcel as shown on attached Exhibit "A".

Containing 21,193 square feet (0.48 acres), more or less.

SECTION 2: ZONING. That the property described in Section 1 be and the same hereby is zoned Neighborhood Business (NB); 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 ____ day of _____, 2018.

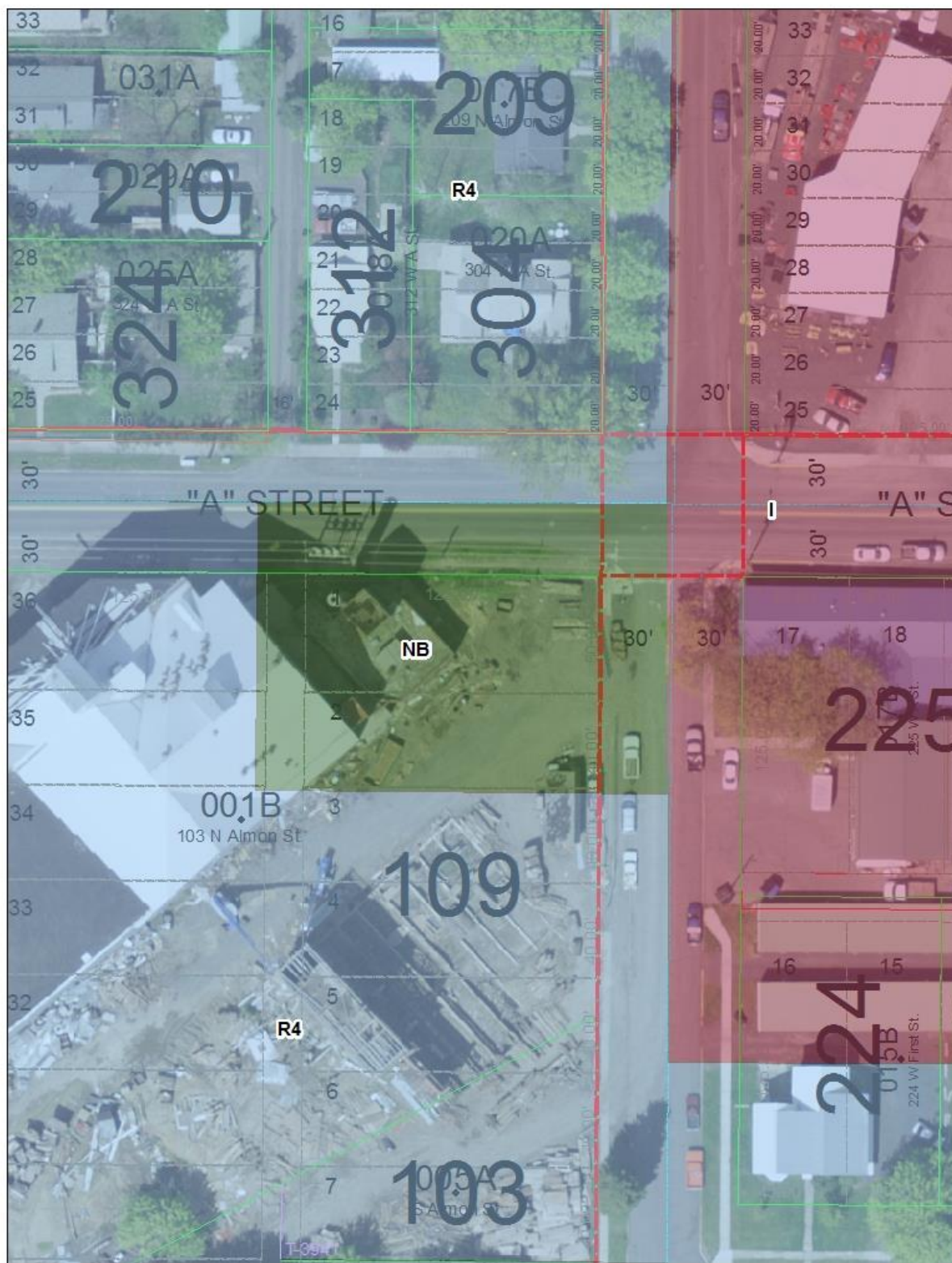
 Bill Lambert, Mayor

ATTEST:

 Laurie M. Hopkins, City Clerk

Attachment: Ordinance (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

EXHIBIT “A”



Attachment: Ordinance (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

**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 PROPOSED REZONE OF A THIRTEEN THOUSAND AND THIRTY-THREE SQUARE FOOT (13,033 SF) PARCEL OF LAND LOCATED AT 109 N ALMON STREET IN THE CITY OF MOSCOW.

WHEREAS, the applicant filed an application for Rezone on May 24, 2018; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on June 27, 2018; and

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

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 applicant filed an application for rezoning on May 24, 2018 and requested that the subject property be rezoned from Multiple Family Residential (R-4) to the Neighborhood Business (NB) Zone.
3. The subject property consists of a 13,033 square foot parcel of land located on the southwest corner of 'A' Street and Almon Street.
4. The subject property was originally part of the Dumas Seed property and includes an existing building which is constructed of brick and was previously used as the original powerhouse building. The subject property was approved to be divided from the main Dumas Seed property by City Council on June 18, 2018.
5. The property is surrounded by a mixture of uses which include Gropp Heating, Air, and Electric to the east, self-storage unit development to the southeast, and St. John Hardware and Implement to the northeast. The surrounding properties to the north, west, and south contain a mixture of single family residential, multi-family residential, and two-family residential properties.

6. The entirety of the subject property is currently designated as Urban Mixed (UM).
7. Properties to the west, south, east, and northeast are also designated as UM, while properties to the north and northwest are designated as Neighborhood Conservation (NC).
8. Urban Mixed designated areas are,

“intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a rich mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two to three story vertically mixed-use buildings. The urban mixed area should provide a pedestrian connection between the University of Idaho and downtown, and provide space for a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract.”
9. The subject property is currently zoned Multiple Family Residential (R-4) on the official Zoning Map as maintained by the City Engineer.
10. The proposal is to rezone the subject property from its current designation of the Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone.
11. The Neighborhood Business (NB) Zone is the lowest intensity commercial Zoning District permitted within the City. It is intended to apply to areas of less than two (2) acres, where commercial services may be provided in convenient locations serving adjoining residential neighborhoods rather than the community as a whole. The commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses.
12. The NB Zoning District is appropriately applied in the following circumstances:
 1. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
 2. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
 3. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
 4. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.
13. Uses permitted within the NB Zone include residential uses, retail sales, personal services, restaurants, professional offices, daycare facilities, churches, and community/neighborhood centers.
14. There are existing water and sewer mains within ‘A’ Street which are of sufficient capacity to accommodate any future use that the NB Zone would allow on the subject property.
15. The subject property is located adjacent to ‘A’ Street to the north, which is currently designated within the Thoroughfare Plan as a collector street. ‘A’ Street is developed as a 36 feet wide paved roadway on the segment adjacent to the subject property with no curb, gutter, and intermittent sidewalk on the south side of the street. On the north side is a sidewalk with intermittent curbing and tree lawn.

16. Almon Street is directly east of the subject property and is designated as a local neighborhood street. Portions of Almon Street are deteriorated and the paved roadway is 30 feet in width in this section. There are limited areas of sidewalk on the west side of the street and the curbing is missing in most locations.
17. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on May 23, 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 district is consistent and in conformance with the uses and densities designated within the 2009 Comprehensive Plan. The Urban Mixed (UM) is intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a rich mix of residential and limited commercial uses should be promoted. The Neighborhood Business (NB) Zone allows for the adaptive reuse of the former Dumas Seed property and will allow a mixture of commercial and residential that is consistent with the Comp Plan.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed NB Zone allows for commercial services in a convenient location that can serve the adjacent residential neighborhoods to the north, west, and south. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
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 commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses.
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. The relatively small size of the property and allowed uses are not expected to create any issues with delivery of services.
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 property frontage on 'A' Street and Almon Street. There are currently sufficient and available public utility services to meet the needs of existing and future development. Public Works has previously determined that the existing water and sewer systems have adequate capacity to handle the demand of uses allowed within the NB Zone.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of rezoning the 13,033 square foot parcel of land located at 109 N Almon Street from the Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone.

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



Robb Parish, Vice Chair
Planning and Zoning Commission

Attachment: PZ RCS (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

PLANNING & ZONING COMMISSION



Wendy McClure
Commission Chair

~Meeting Minutes~
June 27, 2018

Mike Ray
Staff Liaison

p&z@ci.moscow.id.us

208.883.7008

<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, Mike Nelsen, Kurt Obermayr, Robb Parish, Nels Reese, Victoria Seever, Dennis Wilson

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

1. Approval of minutes from June 13, 2018

RESULT:	ACCEPTED BY ACCLAMATION
MOVER:	Seever
SECONDER:	Nelsen

2. Correspondence

None.

3. Transportation Commission Meeting Report

Discussion at the June 14 meeting included a presentation on the SMART transit changes. Survey results showed a much higher interest in expanded hours rather than additional routes. The Third Street traffic calming report from the consultant is available on the City website. The next meeting is scheduled for July 12, 2018.

4. Public Comment

None.

5. Public Hearing: Proposal for Rezone at 2324 South Highway 95 in the Area of City Impact - LUP2018-0010

Ray presented the proposal to rezone a 1.04-acre area located at 2324 South Highway 95 from the Agriculture/Forestry (AF) Zone to the Motor Business (MB) Zone. The 1999 comp plan designation is Light Industrial with Extensive Commercial to the north/northwest, and Medium Density Residential to the west. General industry and warehousing operations are appropriate within the Light Industrial designation. Under the 2009 comp plan, the subject project is designated as Auto-Urban Commercial which provides for commercial services that are motor-vehicle oriented and require a large amount of land. The Motor Business zoning district provides for the grouping of compatible uses, and there is already a large area of Motor Business across Highway 95 to the west. The City's annexation policy requires annexation if the property is completely surrounded by the City or the property is served by City water and/or City sewer and there is a structure on it. Currently there are no sewer services in the area and this parcel is relatively small with a limited utility demand. Staff recommended the Commission recommend approval of the application to the Latah County Board of Commissioners, with the condition that Applicant enter into a

development agreement to consent to annexation at the time utility services are fully available to the subject property.

Parish asked if an island of Motor Business would complicate matters if the surrounding property wanted to be rezoned to Industrial. Ray said it was unlikely the demand for that much Industrial zoning would arise and it was probably better suited for Motor Business. Obermayr asked if staff was satisfied with development occurring in that proximity to the floodplain. Ray replied that any development would be required to meet the County's current floodplain development regulations.

The public hearing opened at 7:14pm.

Mike Salisbury, 2315 Shelby Lane, stated on behalf of the property owner that they support the application.

Hearing no further testimony, the hearing closed at 7:15pm and there were no comments or questions from the Commission. Wilson moved to recommend to the County approval of the request to rezone to Motor Business, with the condition recommended by City staff.

RESULT:	APPROVED BY ACCLAMATION
MOVER:	Wilson
SECONDER:	Parish

Hamilton moved to direct staff to prepare the Relevant Criteria and Standards.

RESULT:	APPROVED BY ACCLAMATION
MOVER:	Hamilton
SECONDER:	Nelsen

6. Public Hearing: Proposal for Rezone of a 13,033 square foot area located at 109 N Almon Street within the City of Moscow: LUP2018-0016

Ray explained the subject property was recently divided off from the larger parcel that was formerly the Dumas Seed plant. Applicant wants to rezone the new parcel from Multiple Family Residential (R-4) Zone to the Neighborhood Business (NB) Zone. The current comp plan designation of subject property and the neighborhoods to the south, east and west is Urban Mixed which provides for adaptive re-use of areas that surround downtown including limited commercial use such as niche retail, restaurants, artist studios and personal/professional services. The property is currently zoned R-4, as are properties to the west, north and southeast, and properties to the east are zoned Industrial. The proposed Neighborhood Business zone is the lowest intensity commercial zoning district, intended for areas of less than two acres where commercial services serve the everyday needs of adjoining residential neighborhoods. Uses are limited to those whose traffic generation, access requirements, lighting impacts and noise production will be compatible with residential uses. Staff recommended that the Commission recommend approval to City Council with no conditions.

Obermayr asked if residential uses are allowed in the NB zone. Ray replied affirmatively, as long as there is commercial use is on the ground floor; ground floor residential is allowed on a secondary street frontage or by CUP. McClure asked about sidewalk improvements and Ray said all standard street frontage improvements would be required with any redevelopment. Seever announced that she lives within 600 feet of subject property, and although there is no conflict of interest she was choosing to recuse herself from the hearing.

McClure declared the public hearing open at 7:27pm.

Garrett Thompson, 1010 Pine Crest Road, said his rezone request is consistent with the comprehensive plan and seemed a perfect fit with the neighborhood. He is under contract to purchase the parcel based on his desire to preserve the historic building on the property and redevelop it for uses compatible with the

neighborhood. Reese asked if Thompson knew yet whether the steam stack was sound. Thompson said based on preliminary research he hopes to save the stack, if not the entire building.

Roberta Radavich, 809 East B, owns a house at 109 S Almon, and another at 233 N Asbury. She opposed the proposal because in her opinion other NB zones in town already do not “serve the needs of the local neighborhood.” She submitted a list of businesses already within four blocks of that site (attached) and didn’t want another business of an unknown nature on the subject property. Radavich shared pictures (attached) of existing historic residences in the neighborhood, very few of which have off-street parking. She said additional businesses would impact parking negatively.

Shelly Werner, 117 S Almon, said parking is a serious issue on Almon. She loves the old buildings in the community and was opposed to seeing a business there.

Timothy Dalton, 809 East B, was not opposed to a business on the subject property but said the only advantage to having a business there would be to preserve the old landmark building. He would like it to be a condition of approval that the building must be preserved.

Victoria Seever, 121 N Lilly, has lived within a couple blocks of the subject property for nearly 50 years. She favored the neighborhood park that was developed on another portion of the former Dumas site because she felt it more appropriate than cramming in more residential units. She thought this proposal provided another opportunity to turn more of the Dumas site into something other than high-density residential, because low-intensity businesses have less of a traffic and parking impact than high-density housing. She’d like to see the power building become something special if possible. She said the site is a reclaimed brownfield site and she thought high-end apartments and a small residential business would be a nice addition to the neighborhood.

Given no further testimony, McClure closed the hearing at 7:45pm.

Obermayr asked if the Legacy Crossing District had different parking requirements. Ray said there’s an overlay zone south of Sixth Street and west of Jackson that has different parking requirements, but this parcel would need to follow all off-street parking requirements per code. Reese was excited for the possibilities on this site and he appreciated the desire to preserve this bit of agricultural history. He thought a neighborhood business in that location would be positive for the area, and encouraged re-use of the building. Gropp, whose business is located just east of the site, said the Dumas property was for sale for a long time and many interested developers wanted to demolish everything and start from scratch. Salvaging the structure will cost far more than building new, so he applauded Thompson for acknowledging its historical importance. Hamilton was also interested in preserving a remnant of the Dumas operation and didn’t think that could happen if the parcel remained zoned Residential. Wilson thought it was a perfect transition between the Motor Business and R-4. McClure spoke as a member of the Historic Preservation Commission, noting that neighborhoods weren’t historically built solely with residential uses. Nelsen asked for clarification of the parking requirements; Ray said it would depend on the ultimate use but any new structure or substantial improvement would create the need for parking and other code requirements to be brought into compliance. Reese suggested that Thompson might be interested in the large photographic collection of the Dumas site that the City commissioned prior to demolition. Gropp added that he is in possession of some of the original building blueprints.

Wilson moved to recommend approval of the rezone request to City Council.

RESULT:	APPROVED BY ACCLAMATION
MOVER:	Wilson
SECONDER:	Reese

Parish moved to direct staff to prepare the Relevant Criteria and Standards.

RESULT:	APPROVED BY ACCLAMATION
MOVER:	Parish
SECONDER:	Wilson

7. Draft Ordinance Amending Planned Unit Development Base Density, Rural Lot Access Requirements, Expiration of Certain Land Use Actions, and Public Notice Requirements

Ray presented the draft in ordinance format, including the changes discussed at the last meeting. Seever pointed out a minor typo and staff was directed to schedule the ordinance amendment for hearing on July 25, 2018.

8. Approval of Reasoned Statements of Relevant Criteria and Standards for Property Currently addressed as 2375 Highway 95 North in the Area of City Impact -- LUP2018-0011

Reese moved approval of the RCS as presented.

RESULT:	APPROVED BY ACCLAMATION
MOVER:	Reese
SECONDER:	Hamilton

The meeting adjourned at 8:01 p.m.



Robb Parish, Vice Chair

**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 PRELIMINARY SUBDIVISION PLAT OF A NINE POINT FIVE (9.5) ACRE AREA OF LAND LOCATED AT 2375 NORTH HIGHWAY 95 WITHIN THE AREA OF CITY IMPACT OF THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Plat in the Moscow Area of City Impact on April 30, 2018; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on June 13, 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 1999 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, the Moscow Area of City Impact Agreement, and other applicable development regulations.
2. Per the Moscow Area of City Impact Agreement with Latah County, the Moscow Planning and Zoning Commission is to conduct one hearing and forward a recommendation on to Latah County.
3. The subject property is a nine point five (9.5) acre area of land generally located at 2375 N Highway 95 within the Area of City Impact.
4. The subject property is currently developed with a single family dwelling, machine shop, and an office building. The applicant had previously received a Conditional Use Permit in 1990 from Latah County to operate the office and machine shop.
5. The subject property has direct access to Highway 95 which is adjacent to the east, via a single approach. The subject property gains elevation towards the southwest of the property and the single family dwelling is located on a ridge at a higher elevation than the other two buildings. Surrounding uses include rural single family dwellings, agrarian uses, and a mobile home park across the highway to the east.
6. The subject property is designated as Agricultural upon the 1999 City of Moscow Comprehensive Plan Land Use Map.

7. According to the 1999 Comprehensive Plan, the Agricultural designated areas,

“are farming, ranching, or forestry activity areas, or lands suited best thereto, located either within or adjacent to the city boundary or outside the city boundary but within the Area of City Impact. Lands with this designation shall remain primarily undeveloped except for single-family dwellings and accessory buildings on large lots, and except for buildings related to agricultural, ranching, or forestry uses or other uses which do not conflict with the rural aspects of the uses previously specified.”

“The majority of lands outside the urban area and the area of expansion have been designated for agriculture. Both the city and Latah County recognize that every attempt should be made to keep other development out of these agricultural areas in order to maintain acreage large enough for agricultural utilization. Available lands within the city should all be developed before development occurs outside of the present city limits. As lands designated for low-density residential use are developed, areas designated for agricultural use within the Area of City Impact may be gradually reclassified for low density residential use.”

8. The subject property is located in Latah County within the Area of City Impact and is currently within the Suburban Residential (SR) Zoning District with a small portion in the southeast corner within the Agriculture Forestry (AF) Zoning District.
9. Adjacent properties to the north, south, and west are currently zoned Agriculture/Forestry (AF). Properties across Highway 95 to the east are all zoned Suburban Residential (SR).
10. According to the City of Moscow Zoning Code, the purpose of the SR Zoning District is to,

“Create and protect a permanent single family residential neighborhood at a very low density. Where properly located and controlled, specified rural uses, including pasturage of livestock, may be allowed. Because large areas are contained within lots in this zoning district, the demand for parking is to be satisfied by spaces located entirely on private property. Public improvements are to be designed to serve the rural, low intensity uses permitted in this zoning district; for this reason and because some uses permitted in the SR zoning district may not be compatible with more intensive zoning districts, the following conditions shall apply to the designation of land in the SR zoning district.

- 1. Local streets developed to a reduced standard specially applicable in the SR zoning district shall not provide primary access to development with a higher density than permitted in the SR zoning district.*
- 2. The minimum size of an SR zoning district shall be ten (10) acres.*
- 3. The SR zoning district shall be located only in areas specifically designated A or A/LR on the Comprehensive Plan Map. Because the SR zoning district may interfere with higher density, more efficient land use, it should be applied where such interference would be unlikely, such as in areas primarily rural in character and not close to schools, public facilities and shopping areas. The SR zoning district should not be applied where the reduced street standards permitted would interfere with present or future transportation needs for the area in which the SR zoning district is proposed.*
- 4. After zoning and development of land in the SR zoning district occurs, changes from this zoning district can only take place concurrently with or after redevelopment of streets and utilities to standards applicable in the proposed zoning district for which the person is applying.*

12. Water is currently available to the subject property via a private well and sewer is available via a private septic system.
13. The applicant is proposing to subdivide the existing 9.5-acre area currently addressed as 2375 Highway 95 North to allow for the creation of three parcels of 3.24, 3.36, and 2.90 acres in size. All of the proposed lots meet the minimum lot size in the SR Zone of 1 acre and minimum lot width of 100 feet.

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:

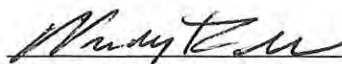
II. RELEVANT CRITERIA AND STANDARDS

1. **This plat is not contradictory to the Moscow Comprehensive Plan.** The proposed preliminary plat is consistent with the underlying 1999 Comprehensive Plan Land Use Designations of Agricultural and the 2009 Comprehensive Plan Land Use Designation of Suburban Residential (SR). The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Agricultural and SR.
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 Suburban Residential (SR) Zone, 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.
4. **This plat is considerate of the natural features of the subject land.** The proposed preliminary plat provides for development of the subject property 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 Highway 95 which is a National Highway. The applicant will be required to obtain proper approval for water and sewer to the subject property.

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 plat request for the nine point five (9.5) acre property to Latah County with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
 ____ day of _____, 2018.



Wendy McClure, Chair
 Planning and Zoning Commission

Business needs and services within the immediate **4 blocks** of the proposed zoning change at A St and Almon

Major Supermarket- Rosauers (11PM)

Drug store- Walgreens (10PM)

Banks (3)- Zions, Wells Fargo and US Bank

Eateries – (7)

Red Bento , Subway, Pizza Perfection, Rants and Raves (11PM), Garlic Garden Bistro, Loco Grinz Hawaiian, Humble Burger, Varsity Diner

Brew pubs- (5)

Moscow Brewing company, Rants and Raves, Hunga Dunga (11PM), Coulter's Creek Winery, Tapped taphouse and kitchen

Bars- (2) Mingles, Corner Club

High End Dining-, Lodge Pole (10PM)

Chocolate! - Cowgirl Chocolates

Coffee /latte

Coffee shop/pub- Bucer's Coffeeshouse

Drive through Coffee stand - Dutch Brothers

Convenience stores - Taj (2AM), Zip Trip

Health and Medical:

Dr Offices Moscow Medical Center- family practice doctors and Sleep specialists

Medical Supplies and devices, oxygen - Norco

Pharmacies (2)- Rosauers, Walgreens

Massage- (5) Allan's therapudic Massage, Belinda L Rhodes LMT, Arleen M Stoddard massage, Deb Welch LMP, Alyssa Hansen Massage Therapist

Fitness center - Anytime Fitness

Chiropractic- Quality Chiropractic, Moscow Chiropractic Clinic

Phone and computer

Phone services - Internet phone store

Computers and internet- Cactus Computer

Specialty stores:

Tattoo parlors – Swan Family Ink, Bitterroot Tattoo

Bicycle shop- Palouse Bicycle Collective

Thrift stores -Salvation army, Moscow OUI thrift store

Antique mall- Main St Antique Mall

Bookstore- Palouse Books
 Photo processing- Archer Photography

Auto Services

Gas station -Zip Trip
Auto Parts and repairs- Carquest St Johns , Moscow Transmission, Advanced Auto
 Glass
 Cars- C&T used cars

Laundromat Suds Zees Laundry

Churches - United church of Moscow, Impact Church, Islamic Center of Moscow

Beauty needs:

Barber shop- kazumi's
Beauty Salons (7) -Q's Corner, The Loft, Paper Moon, Hare Studio, Highlights Cut and
 Color, Spirit Springs Day Spa, Twisters
 High end gifts - Essential Glass Works Art Gallery

Vetrinary care- Palouse Animal Wellness and Surgery (5 blocks away)

Childrens and Daycare (2) - White pine Montessori, Small Steps Day Care

Professional services:

Appliance Repair – Chris' Appliance
 Realtors – Remax realtors, Team Idaho
 Accountant – Hayden Ross
 Copies, Printing, Screenprinting- Artbeat
 Insurance- State Farm Insurance-, Kuespert Insurance, Kimberlings Farmer's insurance
 Investments- Coldwell Bankers plus the local banks already listed.
 Tax Assistance- H&R Block , Palouse Tax Service

The wooden structure was built outside the town of Moscow on his farm and occupied by Almon Asbury Lieuallen and his family.^[3] One of the early settlers of Moscow, he operated one of the first stores and was postmaster in 1876. Together with James Deakin, Henry McGregor, and John Russell, he donated one-quarter of the one-hundred and 20 acres (81,000 m²) which became the city center of Moscow.

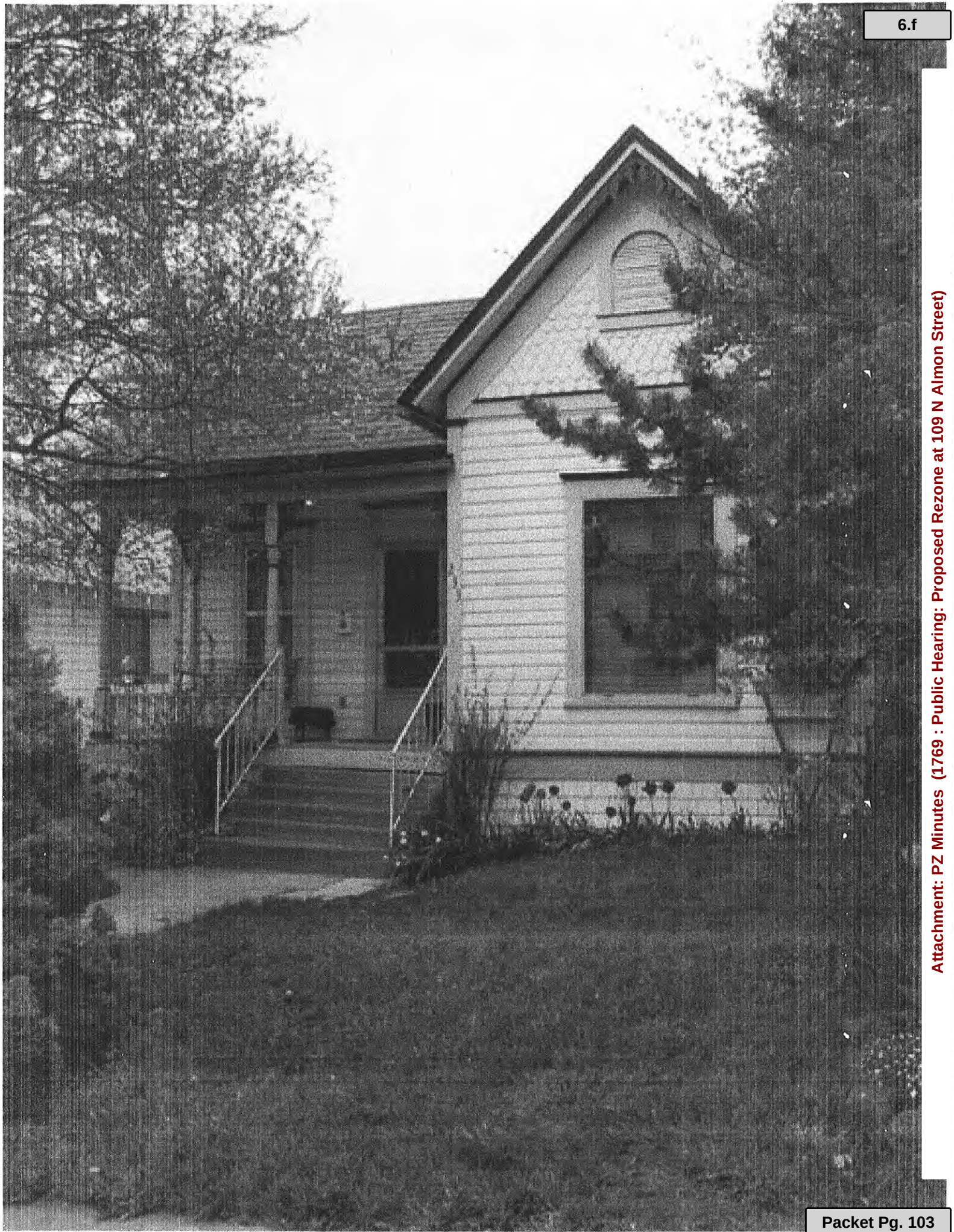
From Wikipedia

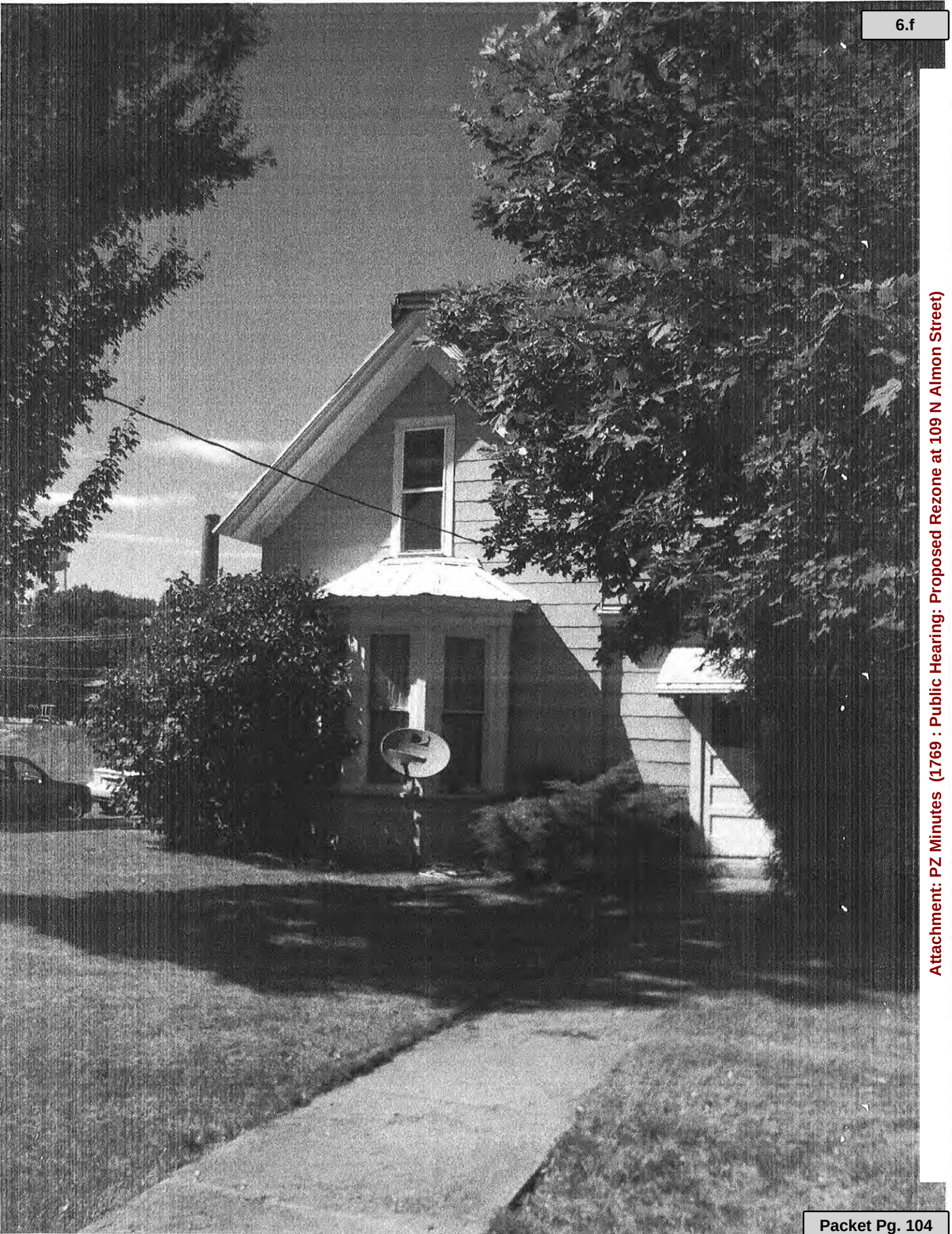
Almon Asbury Lieuallen House - built 1884
Added to national Register of Historic Places in 1978





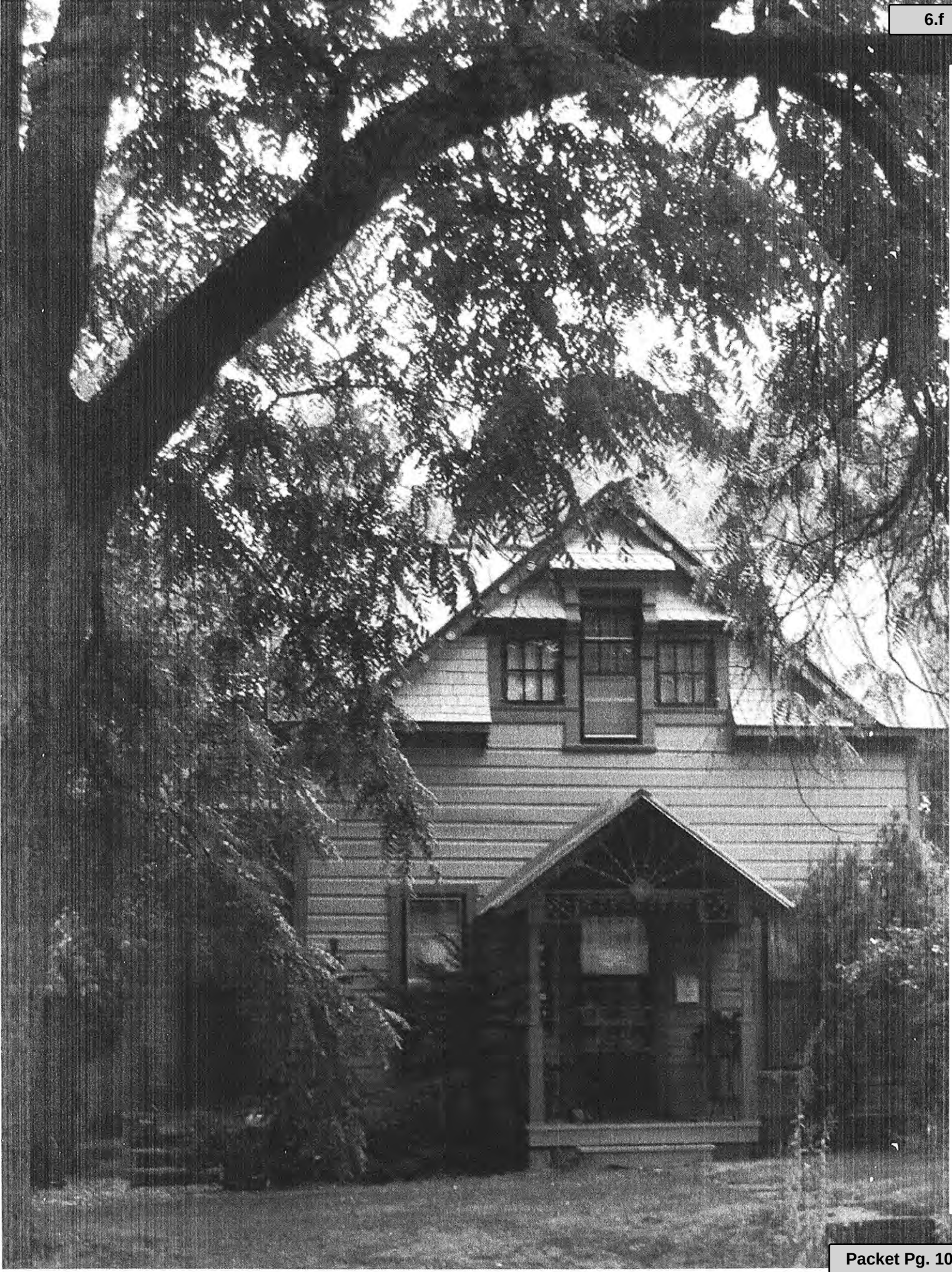






501 LT - 1988

6.f



Attachment: PZ Minutes (1769 : Public Hearing: Proposed Rezone at 109 N Almon Street)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Bid Award 5339 Grant Shelters -**2018 Responsible Staff:** Les MacDonald

Information

DESCRIPTION: The City published an advertisement for bids on June 16, 2018 for the 5339 Grant Shelters - 2018 Project. The base bid for the project provides for the assembly and installation of six (6) owner furnished, pre-manufactured shelters: Three (3) 5' x 10' bus shelters, two (2) 5' x 14' bus shelters, and one (1) 12' x 18' bicycle shelter at City Hall. It will also includes the installation of trash receptacles, two-tiered bicycle racks, a bicycle repair station, and one (1) owner furnished, pre-manufactured bench. This project also includes reinforced concrete support slabs, retaining walls, adjoining sidewalks, and some necessary electrical work. The Engineer's estimate for the project was \$98,502.32

Bid opening for the project took place on July 3rd, 2018, at which three responsive bids were received. Of the responsive bids received, numbers ranged from \$98,624.82 to \$142,893.82. McCall's Classic Construction was the low bidder on the project with a bid of \$98,624.82. See attached bid tabulation.

On December 18, 2017, the City Council approved the Grant Project Funding Agreement for the ITD 5339 Bike and Bus Shelter grant in the amount of \$141,000, including \$114,800 of federal funds and \$26,200 in local match. These funds will be appropriated in the August 2018 open budget process, along with the appropriation for expending the funds. This item was presented to the Public Works/Finance Committee on July 9, 2018 and recommended for approval.

STAFF RECOMMENDATION: Accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS: Accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and inspection.

(FISCAL) Funds will be expended from Capital Projects Multimodal Transportation Improvements 350.150.40.770.75 (\$98,624.82)

07/16/18 350.150.40.770.75 · Capital Projects Multimodal Improvements Projects \$98,624.82

Attachments

5339 Grant Shelters - Bid Tabulation
Construction Agreement

5339 Grant Shelters : Detailed Bid Tabulation

Item No.	Item	Quantity	Unit	Engineer's Estimate		Bid From: McCall's Classic		Bid From: Russell Construction		Bid From: Curtis Concrete	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	1 Mobilization (10% Contract Total)	1.0	LS	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 19,000.00	\$ 19,000.00	\$ 7,500.00	\$ 7,500.00
	2.1 Remove Existing Sidewalk	105	SY	\$ 20.00	\$ 2,100.00	\$ 40.00	\$ 4,200.00	\$ 10.00	\$ 1,050.00	\$ 46.50	\$ 4,882.50
	2.2 Remove Existing Curb	124	LF	\$ 20.00	\$ 2,480.00	\$ 12.00	\$ 1,488.00	\$ 8.00	\$ 992.00	\$ 16.00	\$ 1,984.00
	2.3 Remove Existing Asphalt	17	SY	\$ 20.00	\$ 340.00	\$ 35.00	\$ 595.00	\$ 147.50	\$ 2,507.50	\$ 50.00	\$ 850.00
	3 Excavation	119	CY	\$ 25.00	\$ 2,975.00	\$ 50.00	\$ 5,950.00	\$ 24.50	\$ 2,915.50	\$ 65.00	\$ 7,735.00
	4 Remove/Dispose Fence	25	LF	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00	\$ 16.00	\$ 400.00	\$ 20.00	\$ 500.00
	5 Construct Concrete Type 'A' Curb	72	LF	\$ 40.00	\$ 2,880.00	\$ 20.00	\$ 1,440.00	\$ 50.00	\$ 3,600.00	\$ 30.00	\$ 2,160.00
	6 Reinforced Concrete Slab	133	SY	\$ 80.00	\$ 10,640.00	\$ 67.50	\$ 8,977.50	\$ 80.00	\$ 10,640.00	\$ 68.00	\$ 9,044.00
	7.1 Concrete Sidewalk	348	SY	\$ 60.00	\$ 20,880.00	\$ 54.00	\$ 18,792.00	\$ 63.00	\$ 21,924.00	\$ 58.50	\$ 20,358.00
	7.2 Concrete Pedestrian Ramp	15	SY	\$ 120.00	\$ 1,800.00	\$ 112.50	\$ 1,687.50	\$ 200.00	\$ 3,000.00	\$ 120.00	\$ 1,800.00
	8.1 Plastic Truncated Dome	10	SF	\$ 20.00	\$ 200.00	\$ 31.25	\$ 312.50	\$ 25.00	\$ 250.00	\$ 20.00	\$ 200.00
	8.2 Cast Iron Truncated Dome	20	SF	\$ 40.00	\$ 800.00	\$ 62.50	\$ 1,250.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00
	9 Block Retaining Wall	172	SFF	\$ 30.00	\$ 5,160.00	\$ 25.00	\$ 4,300.00	\$ 45.00	\$ 7,740.00	\$ 48.00	\$ 8,256.00
	10 HMA Asphalt Patch	2.7	TON	\$ 200.00	\$ 540.00	\$ 400.00	\$ 1,080.00	\$ 1,111.11	\$ 3,000.00	\$ 110.00	\$ 297.00
	11 Construct Chain Link Fence	45	LF	\$ 40.00	\$ 1,800.00	\$ 35.00	\$ 1,575.00	\$ 33.33	\$ 1,500.00	\$ 60.00	\$ 2,700.00
	12 Construct Railing	34	LF	\$ 100.00	\$ 3,400.00	\$ 155.00	\$ 5,270.00	\$ 121.47	\$ 4,130.00	\$ 80.00	\$ 2,720.00
	13 Misc Landscaping	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
	14.1 Install 5' x 10' Shelter and Accessories	3	EA	\$ 1,750.00	\$ 5,250.00	\$ 3,500.00	\$ 10,500.00	\$ 3,200.00	\$ 9,600.00	\$ 8,000.00	\$ 24,000.00
	14.2 Install 5' x 14' Shelter and Accessories	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 4,500.00	\$ 9,000.00	\$ 3,200.00	\$ 6,400.00	\$ 9,200.00	\$ 18,400.00
	14.3 Install 12' x 18' Shelter and Accessories	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,600.00	\$ 4,600.00	\$ 10,000.00	\$ 10,000.00
	14.4 Install 6' Bench and Accessories	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00
	15 Traffic Control	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 4,500.00	\$ 4,500.00	\$ 16,300.00	\$ 16,300.00	\$ 7,500.00	\$ 7,500.00
	16 Owner Provided Equipment Use Fee	1	LS	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32	\$ 2,507.32
Total Cost Installation				TOTAL	\$ 98,502.32	TOTAL	\$ 98,624.82	TOTAL	\$ 125,456.32	TOTAL	\$ 142,893.82
						100.12%		127.36%		145.07%	

Attachment: 5339 Grant Shelters - Bid Tabulation (1752 : Bid Award 5339 Grant Shelters - 2018)

CONSTRUCTION AGREEMENT
5339 GRANT SHELTERS - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT 5339 GRANT SHELTERS - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation For Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

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

WHEREAS, CITY has accepted CONTRACTOR'S bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

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

1. Advertisement for Bids;
2. Project Specifications titled: 5339 Grant Shelters – 2018
City of Moscow Project No. 108-017
3. Bid/Proposal of Contractor, dated July 3, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. One Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

Attachment: Construction Agreement (1752 : Bid Award 5339 Grant Shelters - 2018)

ARTICLE 2.
WORK

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

"5339 Grant Shelters - 2018"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than receipt of the Notice to Proceed and shall be substantially completed no later than September 14, 2018. The work shall be completed within Forty-Five (45) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. The CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Ninety Eight Thousand Six Hundred Twenty Four and 82/100 Dollars (\$98,624.82) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR'S bid amount of Ninety Eight Thousand Six Hundred Twenty Four and 82/100 Dollars (\$98,624.82) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

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

ARTICLE 6.
SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, employees, and engineers, from and against any and all losses, suits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, 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 CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
ADHERENCE TO LAW REQUIRED

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

ARTICLE 11.
LEGAL FEES

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

ARTICLE 12.
JURISDICTION AND VENUE

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

ARTICLE 13.
SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

ARTICLE 14.
COMMUNICATIONS

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

Contractor:	McCall's Classic Construction, Inc. 945 Beachview Boulevard Clarkston, Washington 99403	City:	City Engineer City of Moscow 206 East Third Street P O Box 9203 Moscow, Idaho 83843
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ARTICLE 15.
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, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

ARTICLE 16.
APPROVAL REQUIRED

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

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

Contractor: McCall's Classic Construction, Inc.

City: City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

Attachment: Construction Agreement (1752 : Bid Award 5339 Grant Shelters - 2018)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Third and Adams Streets Raised Crosswalk**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: The Third Street Corridor Multimodal Improvements Program includes multiple pedestrian, bicycle, and vehicular infrastructure enhancements on Third Street between Washington Street and Mountain View Road. Much of the work is included in a pending project which will address curb bulbs, raised pedestrian crosswalks, center medians, sidewalks, and other features between Adams Street and Mountain View Road. That project is anticipated be advertised for bids fairly soon. Due to the lateness of the season it was deemed by Staff to be appropriate to advance the work for the installation of the raised pedestrian crossing on the east side of the Adams Street intersection so as to be able to complete the installation prior to the start of the school year. This work is of a small enough scale that it does not require formal bidding, so bids for the construction services were solicited from local firms. McCall's Classic Construction has been selected to perform the work. This item was presented to the Public Works/Finance Committee on July 9, 2018 in report form.

STAFF RECOMMENDATION: Accept the bid from McCall's Classic Construction, award the contract in the amount of \$49,995.75, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS: Accept the bid from McCall's Classic Construction, award the contract in the amount of \$49,995.75, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or take other action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

McCalls Classic Construction Bid
ConstructionAgreement-McCallsClassicConstruction;ThirdAdams(2018)pm2

BID PROPOSAL

TO: Public Works Department
City of Moscow, Idaho

Date: 7/6/2018

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, hereinafter referred to as the 'CITY' for THIRD & ADAMS INTERSECTION IMPROVEMENTS, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the City Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in the specifications.
10. The undersigned holds Idaho State Contractor's License Number 14493-A-4

11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a. <u>NONE</u>			
b. _____			
c. _____			

12. The undersigned proposes to furnish labor, equipment and services of all kinds required for THIRD & ADAMS INTERSECTION IMPROVEMENTS as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 4000.00	\$ 4000.00
2A.	Remove / Dispose of Concrete Curb Type A	187 LF	\$ 6.00	\$ 1,122.00
2B.	Remove / Dispose of Concrete Sidewalk	119 SY	\$ 32.75	\$ 3,897.25
2C.	Remove / Dispose of Bituminous Surface	180 SY	\$ 24.50	\$ 4,410.00
2D.	Remove / Dispose of Drainage Structure	2 Each	\$ 800.00	\$ 1,600.00
3.	Catch Basin	4 Each	\$ 1800.00	\$ 7,200.00
4.	8-Inch Storm Sewer Pipe (Class D Backfill)	52 LF	\$ 60.00	\$ 3,120.00
5.	Concrete Curb Type A	191 LF	\$ 15.00	\$ 2,865.00
6.	Concrete Sidewalk	155 SY	\$ 45.00	\$ 6,975.00
7.	Pedestrian Curb Ramp	3 Each	\$ 2000.00	\$ 6,000.00
8.	Reinforced Conc. Driveway Approach & Crosswalk	149 SY	\$ 58.50	\$ 8,716.50
9.	Inlet Protection	3 EACH	\$ 30.00	\$ 90.00
Bid Total				\$ 49,995.75

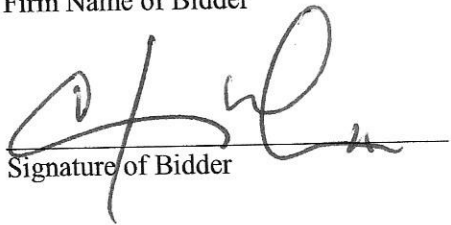
Attachment: McCall's Classic Construction Bid (1770 : Third and Adams Streets Raised Crosswalk)

McCall's Classic Construction

Firm Name of Bidder

945 BEACHVIEW BLVD. CLARKSTON WA
97403

Bidders Mailing Address


Signature of Bidder

14493-A-4
Public Works License No.

ESTIMATOR
Official Title

WASHINGTON
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 3:40 pm This 6th day of July, 2018.

CONSTRUCTION AGREEMENT
FOR THIRD AND ADAMS INTERSECTION IMPROVEMENTS
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT FOR THIRD AND ADAMS INTERSECTION IMPROVEMENTS BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

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

WHEREAS, CITY has accepted CONTRACTOR'S bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

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

1. Advertisement for Bids;
2. Project Specifications titled: Third & Adams Intersection Improvements
City of Moscow Project No. 106-018
3. Bid/Proposal of CONTRACTOR, dated July 6, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. No Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"Third and Adams Intersection Improvements"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than July 16, 2018 and shall be completed no later than August 17, 2018. The work shall be completed within Twenty (20) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Forty-Nine Thousand Nine Hundred Ninety-Five and 75/100 Dollars (\$49,995.75) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR'S bid amount of Forty-Nine Thousand Nine Hundred Ninety-Five and 75/100 Dollars (\$49,995.75) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and

against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, 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 CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10. ADHERENCE TO LAW REQUIRED

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

ARTICLE 11. EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or

applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION AND VENUE

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

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

ARTICLE 15. COMMUNICATIONS

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

Contractor:	McCall's Classic Construction, Inc.	City:	City Engineer
	945 Beachview Boulevard		City of Moscow
	Clarkston, Washington 99403		206 East Third Street
			P O Box 9203
			Moscow, Idaho 83843

ARTICLE 16. 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, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

ARTICLE 17.
APPROVAL REQUIRED

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

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

Contractor: McCall's Classic Construction, Inc.

City: City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Third Street Bridge Bid Opening**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: The City published an advertisement for bids on June 16, 2018 for construction of the Third Street Bridge Project on each of two alternative construction schedules. The base bid for the project includes installing a new 44-foot bridge over Paradise Creek along Third Street with approximately 200 feet of roadway and sidewalk improvements and illumination.

Under the base bid, the Notice to Proceed would be issued to the contractor on the earliest possible date following the execution of the construction contract. Substantial completion of all work is required within 150 calendar days with an allowance for the contractor to suspend work during the winter months. The contractor could begin construction this fall, and either complete the project immediately or implement a winter shut-down with the contract time temporarily suspended.

Under the Alternative Bid, the Notice to Proceed date would be delayed until the 2019 construction season, but would be issued no later than May 1, 2019, again allowing 150 calendar days to complete the work.

Keller Associates, the design engineer on the project, provided an Engineer's estimate for the project on June 14, 2018, of \$598,906.00.

The two responsive bids received were opened on Tuesday, July 10th. The apparent low bid was submitted by Clearwater Construction and Management Company of Spokane, Washington in the amount of \$920,957.10 for both the base and alternate. The bids received from NNAC Construction of Coeur d'Alene, Idaho were \$976,895.39 for the base and \$976,166.97 for the alternate.

A complete bid tabulation is attached.

STAFF RECOMMENDATION: Reject all bids and provide staff further direction.

PROPOSED ACTIONS: Reject all bids and provide staff further direction, or take such other action deemed appropriate.

Necessary Resources/Impacts

N/A		
07/16/18	350.150.40.770.49 · Capital Projects Third Street Multi-Modal Bridge	\$1,000.00

Attachments

BID TALLY SHEET
Third Street Bridge - Bid Tabulation

BID TALLY SHEET
Third Street Bridge – 2018
City of Moscow Project 115-017

July 10, 2018 @ 2:15 P.M.
City Hall Council Chambers, Second Floor of City Hall

Engineer's Estimate \$598,906.00

Company Name	Base Bid (2018 NTP)	Alt. Bid (2019 NTP)	Addendum 1 (Y/N)	Addendum 2 (Y/N)	Bid Bond (Y/N)
1.) Clearwater Construction & Management 5711 W garden Springs Rd. Spokane, WA 99224	\$920,957.10	\$920,957.10	Y	Y	Y
2.) NNAC Construction 3901 N. Schreiber Way Coeur d'Alene, ID 83815	\$976,895.39	\$976,166.97	Y	Y	Y

Attachment: BID TALLY SHEET (1751 : Third Street Bridge Bid Opening)

Third Street Bridge - 2018
Bids Opened 7/10/2018

Base Bid - (Fall Notice to Proceed)				Engineers Estimate		Bid From: Clearwater Construction		Bid From: NNAC Construction	
Item No.	Item Description	Qty.	Unit	Price	Total	Price	Total	Price	Total
A	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00	\$65,000.00	\$65,000.00	\$122,012.49	\$122,012.49
B	SEDIMENT CONTROL	1	LS	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00	\$34,753.59	\$34,753.59
C	TRAFFIC CONTROL	1	LS	\$2,700.00	\$2,700.00	\$5,500.00	\$5,500.00	\$11,986.87	\$11,986.87
D	CONSTRUCTION SURVEYING	1	LS	\$3,800.00	\$3,800.00	\$18,300.00	\$18,300.00	\$15,966.52	\$15,966.52
E	REMOVALS AND DISPOSALS	1	LS	\$8,000.00	\$8,000.00	\$17,100.00	\$17,100.00	\$10,367.76	\$10,367.76
F	EXCAVATION AND EMBANKMENT (PLAN QUANTITY)	645	CY	\$23.00	\$14,835.00	\$66.00	\$42,570.00	\$97.02	\$62,577.90
G	TEMPORARY SHORING	1	LS	\$6,000.00	\$6,000.00	\$19,600.00	\$19,600.00	\$42,823.41	\$42,823.41
H	CRUSHED ROCK BASE (PLAN QUANTITY)	604	TON	\$25.00	\$15,100.00	\$50.00	\$30,200.00	\$38.33	\$23,151.32
I	CONCRETE CURB	284	LF	\$40.00	\$11,360.00	\$38.40	\$10,905.60	\$31.82	\$9,036.88
J	CONCRETE SIDEWALK (PLAN QUANTITY)	146	SY	\$50.00	\$7,300.00	\$71.90	\$10,497.40	\$66.77	\$9,748.42
K	SUPERPAVE HOT MIX ASPHALT	201	TON	\$125.00	\$25,125.00	\$126.40	\$25,406.40	\$110.28	\$22,166.28
L	SUBGRADE SEPARATION GEOTEXTILE - TYPE II (PLAN QUANTITY)	790	SY	\$3.00	\$2,370.00	\$2.00	\$1,580.00	\$1.49	\$1,177.10
M	RIPRAP/EROSION CONTROL GEOTEXTILE - TYPE II (PLAN QUANTITY)	215	SY	\$5.00	\$1,075.00	\$7.40	\$1,591.00	\$5.46	\$1,173.90
N	RIPRAP	7	TON	\$1,300.00	\$9,100.00	\$214.30	\$1,500.10	\$336.59	\$2,356.13
O	HELICAL PULLDOWN MICROPILE (HPM)	1573	LF	\$58.00	\$91,234.00	\$83.00	\$130,559.00	\$74.31	\$116,889.63
P	CAST-IN-PLACE CONCRETE (ABUTMENT, WINGWALLS, BRIDGE SIDEWALK)	1	LS	\$96,558.00	\$96,558.00	\$124,200.00	\$124,200.00	\$121,219.75	\$121,219.75
Q	PRECAST CONCRETE SLABS	1	LS	\$184,931.00	\$184,931.00	\$266,500.00	\$266,500.00	\$225,214.95	\$225,214.95
R	COMBINATION BICYCLE / PEDESTRIAN RAILING	1	LS	\$17,100.00	\$17,100.00	\$40,700.00	\$40,700.00	\$49,999.44	\$49,999.44
S	SPRAY-APPLIED WATERPROOFING MEMBRANE - TYPE E (PLAN QUANTITY)	178	SY	\$25.00	\$4,450.00	\$207.30	\$36,899.40	\$198.93	\$35,409.54
T	SEGMENTAL BLOCK WALL	36	SFF	\$100.00	\$3,600.00	\$63.90	\$2,300.40	\$58.52	\$2,106.72
U	HYDROSEEDING	80	SY	\$25.00	\$2,000.00	\$31.30	\$2,504.00	\$3.25	\$260.00
V	SOD	178	SY	\$6.00	\$1,068.00	\$42.10	\$7,493.80	\$29.39	\$5,231.42
W	DIRECTED SURVEYING	2	HR	\$150.00	\$300.00	\$200.00	\$400.00	\$186.59	\$373.18
X	SURVEYING OFFICE SUPPORT	4	HR	\$100.00	\$400.00	\$112.50	\$450.00	\$136.83	\$547.32
Y	ELECTRICAL	1	LS	\$48,000.00	\$48,000.00	\$56,300.00	\$56,300.00	\$50,344.87	\$50,344.87
				TOTAL =	\$598,906.00	TOTAL =	\$920,957.10	TOTAL =	\$976,895.39

% change	154%	% change	163%
Difference	\$322,051.10	Difference	\$377,989.39

Attachment: Third Street Bridge - Bid Tabulation (1751 : Third Street Bridge Bid Opening)

Alternative Bid - (Spring Notice to Proceed)				Engineers Estimate		Bid From: Clearwater Construction		Bid From: NNAC Construction	
Item No.	Item Description	Qty.	Unit	Price	Total	Price	Total	Price	Total
A	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00	\$65,000.00	\$65,000.00	\$93,160.10	\$93,160.10
B	SEDIMENT CONTROL	1	LS	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00	\$35,307.37	\$35,307.37
C	TRAFFIC CONTROL	1	LS	\$2,700.00	\$2,700.00	\$5,500.00	\$5,500.00	\$12,177.88	\$12,177.88
D	CONSTRUCTION SURVEYING	1	LS	\$3,800.00	\$3,800.00	\$18,300.00	\$18,300.00	\$16,220.93	\$16,220.93
E	REMOVALS AND DISPOSALS	1	LS	\$8,000.00	\$8,000.00	\$17,100.00	\$17,100.00	\$10,532.96	\$10,532.96
F	EXCAVATION AND EMBANKMENT (PLAN QUANTITY)	645	CY	\$23.00	\$14,835.00	\$66.00	\$42,570.00	\$98.57	\$63,577.65
G	TEMPORARY SHORING	1	LS	\$6,000.00	\$6,000.00	\$19,600.00	\$19,600.00	\$43,505.77	\$43,505.77
H	CRUSHED ROCK BASE (PLAN QUANTITY)	604	TON	\$25.00	\$15,100.00	\$50.00	\$30,200.00	\$38.94	\$23,519.76
I	CONCRETE CURB	284	LF	\$40.00	\$11,360.00	\$38.40	\$10,905.60	\$32.33	\$9,181.72
J	CONCRETE SIDEWALK (PLAN QUANTITY)	146	SY	\$50.00	\$7,300.00	\$71.90	\$10,497.40	\$62.52	\$9,127.92
K	SUPERPAVE HOT MIX ASPHALT	201	TON	\$125.00	\$25,125.00	\$126.40	\$25,406.40	\$125.51	\$25,227.51
L	SUBGRADE SEPARATION GEOTEXTILE - TYPE II (PLAN QUANTITY)	790	SY	\$3.00	\$2,370.00	\$2.00	\$1,580.00	\$1.51	\$1,192.90
M	RIPRAP/EROSION CONTROL GEOTEXTILE - TYPE II (PLAN QUANTITY)	215	SY	\$5.00	\$1,075.00	\$7.40	\$1,591.00	\$5.54	\$1,191.10
N	RIPRAP	7	TON	\$1,300.00	\$9,100.00	\$214.30	\$1,500.10	\$341.95	\$2,393.65
O	HELICAL PULLDOWN MICROPILE (HPM)	1573	LF	\$58.00	\$91,234.00	\$83.00	\$130,559.00	\$75.50	\$118,761.50
P	CAST-IN-PLACE CONCRETE (ABUTMENT, WINGWALLS, BRIDGE SIDEWALK)	1	LS	\$96,558.00	\$96,558.00	\$124,200.00	\$124,200.00	\$127,114.86	\$127,114.86
Q	PRECAST CONCRETE SLABS	1	LS	\$184,931.00	\$184,931.00	\$266,500.00	\$266,500.00	\$237,437.69	\$237,437.69
R	COMBINATION BICYCLE / PEDESTRIAN RAILING	1	LS	\$17,100.00	\$17,100.00	\$40,700.00	\$40,700.00	\$50,796.14	\$50,796.14
S	SPRAY-APPLIED WATERPROOFING MEMBRANE - TYPE E (PLAN QUANTITY)	178	SY	\$25.00	\$4,450.00	\$207.30	\$36,899.40	\$202.10	\$35,973.80
T	SEGMENTAL BLOCK WALL	36	SFF	\$100.00	\$3,600.00	\$63.90	\$2,300.40	\$59.45	\$2,140.20
U	HYDROSEEDING	80	SY	\$25.00	\$2,000.00	\$31.30	\$2,504.00	\$3.30	\$264.00
V	SOD	178	SY	\$6.00	\$1,068.00	\$42.10	\$7,493.80	\$29.85	\$5,313.30
W	DIRECTED SURVEYING	2	HR	\$150.00	\$300.00	\$200.00	\$400.00	\$182.67	\$365.34
X	SURVEYING OFFICE SUPPORT	4	HR	\$100.00	\$400.00	\$112.50	\$450.00	\$133.96	\$535.84
Y	ELECTRICAL	1	LS	\$48,000.00	\$48,000.00	\$56,300.00	\$56,300.00	\$51,147.08	\$51,147.08
				TOTAL =	\$598,906.00	TOTAL =	\$920,957.10	TOTAL =	\$976,166.97
						% change Difference	154% \$322,051.10	% change Difference	163% \$377,260.97

Attachment: Third Street Bridge - Bid Tabulation (1751 : Third Street Bridge Bid Opening)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Paradise Creek Floodplain Study Application Fee Approval**Responsible Staff:** Bill Belknap

Information

DESCRIPTION: The City and Moscow Urban Renewal Agency have worked collaboratively on a flood study of a portion of Paradise Creek located between the South Main and Highway 8 crossings to update the regulatory floodplain to reflect the removal of several bridge structures which occurred 20 years ago. In prior discussions with FEMA it appeared that the bridge removal which the Idaho Transportation Department completed in 1998/1999, occurred prior to the most recent FEMA flood study and publication of the current Flood Insurance Rate Map (FIRM) on April 15, 2002. As a result, FEMA representatives had indicated that if the basis for the floodplain change was to correct erroneous data or provide more accurate data, there would be no application fee. On April 15, 2018 the City Council authorized funding on half of the application preparation cost in the amount of \$2,000 from the Council's Non-Prioritized Projects line item. Staff submitted the application for the Letter of Map Revision (LOMR) on April 27, 2018. On June 15 Staff received a request for additional information from FEMA along with a statement that the survey and hydraulic study that was the basis of the 2002 FIRM map was actually completed in 1997 (prior to the bridge removals). Therefore the basis of the LOMR request had been reclassified as being related to a bridge/structure removal and as a result the City would be required to pay the LOMR application fee of \$8,000.

After discussion with the City Supervisor, he is recommending that the additional \$8,000 could be funded from, the Non-Prioritized Projects line item, which has \$15,000 remaining, after prior Council-authorized commitments.

This was reviewed by the Administrative Committee on July 9, 2018. The Committee authorized the expenditure of funds with a recommendation for ratification by the City Council at the July 16, 2018 City Council meeting.

STAFF RECOMMENDATION: Ratify the authorization of \$8,000 from the Legislative Non-Prioritized Projects line item to fund the LOMR application fee.

PROPOSED ACTIONS: Ratify the authorization of \$8,000 from the Legislative Non-Prioritized Projects line item to fund the LOMR application fee, or take other such action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

FEMA Request for Additional Information



NATIONAL FLOOD INSURANCE PROGRAM

FEMA PRODUCTION AND TECHNICAL SERVICES CONTRACTOR

June 15, 2018

Mr. Bill Belknap
Community Development Director
206 E. Third Street
Moscow, ID 83843

IN REPLY REFER TO:
Case No.: 18-10-1024P
Community: City of Moscow, ID
Community No.: 160090

316-AD

Dear Mr. Belknap:

This responds to your request dated April 27, 2018 that the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issue a revision to the Flood Insurance Rate Map (FIRM) for the above-referenced community. Pertinent information about the request is listed below.

Identifier:	2018 Paradise Creek LOMR
Flooding Source:	Paradise Creek
FIRM Panel Affected:	1600900002D

We have reviewed your request and determined that additional data are required to complete our review. The data required to complete our review, which must be submitted within 90 days of the date of this letter, are listed on the enclosed summary.

If we do not receive the required data within 90 days, we will suspend our processing of your request. Any data submitted after 90 days will be treated as an original submittal and will be subject to all submittal/payment procedures, including the flat review and processing fee for requests of this type established by the current fee schedule. A copy of the current fee schedule is available for your information on the FEMA Web site at <https://www.fema.gov/flood-map-related-fees>.

FEMA receives a very large volume of requests and cannot maintain inactive requests for an indefinite period of time. Therefore, we are unable to grant extensions for the submission of required data/fee for revision requests. If a requester is informed by letter that additional data are required to complete our review of a request, the data/fee **must** be submitted within 90 days of the date of the letter.

If you have general questions about your request, FEMA policy, or the National Flood Insurance Program, please call the FEMA Map Information Exchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). If you have specific questions concerning your request, please contact your case reviewer, Ms. Debbie Berlin, by e-mail at dberlin@primeeng.com or by telephone at (410) 654-3790, or the Revisions Coordinator for your request, Mr. Sudhanshu Mishra, P.E., GISP, CFM at smishra@primeeng.com or at (410) 654-3790.

Sincerely,



Alex Haptemariam, P.E., CFM
MT-2 Process Manager
STARR II

cc: Ms. Susan Firor, P.E.
Alta Science and Engineering, Inc.

Ms. Maureen O'Shea, CFM
State NFIP Coordinator
Idaho Dept. of Water Resources

Attachment: FEMA Request for Additional Information (1748 : Paradise Creek Floodplain Study Application Fee Approval)



NATIONAL FLOOD INSURANCE PROGRAM

FEMA PRODUCTION AND TECHNICAL SERVICES CONTRACTOR

Summary of Additional Data Required to Support a Letter of Map Revision (LOMR)

Case No.: 18-10-1024P

Requester: Mr. Bill Belknap

Community: City of Moscow, ID

Community No.: 160090

The issues listed below must be addressed before we can continue the review of your request.

1. The submitted Duplicate Effective and Corrected Effective hydraulic models use a different cross-section numbering convention than the Existing Conditions hydraulic model and do not appear to clearly correspond to the cross-sections used in the effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS). Please provide clarification so that the Duplicate Effective and Corrected Effective models can be compared to the Effective FIS Profiles.
2. The submitted map entitled "Topographic Work Map," prepared by Alta Science & Engineering, Inc., dated April 16, 2018 does not provide essential information required to complete our detailed review of this request. Please submit a work map that includes the following information, which was omitted from the submitted topographic work map.
 - (a) Boundary delineations of the effective and proposed base (1-percent-annual-chance) and 0.2-percent-annual-chance floodplains and floodway and the tie-ins between the effective and proposed floodplain and regulatory floodway boundary;
 - (b) Orientation of roadways to match the cardinal orientation shown in the effective FIRM;
 - (b) Locations and alignments of all cross sections used in the hydraulic model, extended to both sides of the floodplain, with stations indicated and with references consistent with those shown in the models and on the FIRM panel;
 - (c) Flow line used in the hydraulic model; and
 - (d) Signature of certifying Professional Engineer.
3. The annotated FIRM entitled "Annotated FEMA FIRM Map," prepared by Alta Science & Engineering, Inc., dated April 16, 2018 does not provide essential information required to complete our detailed review of this request. Please submit an annotated Flood Insurance Rate Map (FIRM), at the scale of the effective FIRM, that includes the following information, which was omitted in the previous submittal.
 - (a) Boundary delineations of the effective and proposed base (1-percent-annual-chance), 0.2-percent-annual-chance floodplains and floodway and the tie-ins between the effective and proposed floodplain and floodway boundary;
 - (b) Orientation of roadways to match the cardinal orientation shown in the effective FIRM;
 - (c) Locations and alignment of all Cross Sections; and
 - (d) Signature of certifying Professional Engineer.

The revised annotated FIRM should use current effective FIRM as a base map to show revised conditions floodplain and floodway boundary delineations.

4. Please provide as-built information for the realignment of Main Street/U.S. 95 completed in 2000. The plans must be certified by a registered professional engineer and include the title, page numbers, legend, scale, and north arrow.
5. Please resubmit a copy of the public notice distributed by City of Moscow stating their intent to revise the regulatory floodway, or provide a statement that the City officials have notified all affected property owners, in compliance with Paragraph 65.7 (b)(1) of the National Flood Insurance Program regulations. These notices must include the extent of revision, the changes to the regulatory floodway including maximum increase and maximum decrease in water surface elevation and respective locations, and contact information for any interested parties. An example of public notice can be found in Figure 3 of the MT-2 instructions, which may be accessed at <https://www.fema.gov/media-library/assets/documents/1343?id=1493>.
6. Please resubmit documentation of the individual legal notices that were sent to property owners who are affected by any increases in width and/or shifting of the floodplain of the flood having a base (1-percent-annual-chance) floodway of being equaled or exceeded in any given year (base flood) and increase in Base Flood Elevations. Legal notice may take the form of certified mailing receipts or certification that all property owners have been notified, with an accompanying mailing list and a copy of letter sent. Examples of individual notices can be found on pages 12 through 17 of the instructions for the MT-2 application/certification forms, which may be accessed at <http://www.fema.gov/library/viewRecord.do?id=1493>

Effective February 20, 2015, FEMA revised the fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps. A copy of the notice summarizing the current fee schedule, which was published in the *Federal Register*, is available for your information on the FEMA Web site at <https://www.fema.gov/flood-map-related-fees>. In accordance with this schedule, the fee for your request is \$8,000 and must be submitted before we can continue processing your request. Since the hydraulic study for the effective FIS was completed in 1997, prior to the removal of the old bridge and construction of the new bridge, this request is considered a “LOMR Based on Bridge, Culvert, Channel, Hydrology, or Combination Thereof” rather than a “LOMR Based Solely on Submission of More Detailed Data.”

Payment of this fee must be made in the form of a check or money order, payable in U.S. funds to the National Flood Insurance Program, or a credit card payment (Visa or MasterCard only). For identification purposes, the case number referenced above must be included on the check or money order. We will not perform a detailed technical review of your request until we receive this payment.

Please send the required data and fee directly to us at the address shown at the bottom of the first page attention to Debbie Berlin, STARR II. For identification purposes, please include the case number referenced above on all correspondence.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 07/16/2018**Title:** Small Office Commercial Sanitary Sewer Rate Pilot Program**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: The commercial sanitary sewer rate structure consists of classifications of rates based upon the type of commercial business, and the effect of the sanitary sewer discharge from that business upon the sanitary sewer system. For instance, the rate structure for a restaurant is based partially upon the discharge of cooking fats, oils and grease (FOG), which requires significant increased levels of treatment, both in the sanitary sewer transmission infrastructure and wastewater treatment. This results in a base sanitary sewer rate that is charged to each business in that class, and actual use of the system is measured in increments of water usage by the business. For example, a business pays the base sanitary sewer rate monthly, and is charged a volume-based use fee for each additional 100 cubic feet of water use.

This system works well in most cases, as the business use of the sanitary sewer system is typically tied directly to the water used by the business. The one situation which causes inequities is the case where a business does not fluctuate significantly in its year-round use of water, except in its use of irrigation. While the use of water for irrigation is appropriately billed through water rates, the inequity exists because the use of irrigation water does not enter the sanitary sewer system. Under the current rate structure, there is no mechanism for decoupling the use of water to the use of sanitary sewer.

Staff has identified several, mainly office-type businesses, which fall into this category. Typical water use for these businesses range from less than 100 cubic feet per month to approximately 600 cubic feet per month. Staff is proposing creation of a new class of sanitary sewer rate in which all businesses in this class would be billed the base commercial sewer fee, plus use rate equal to 200 cubic feet of water use. This class will be piloted during the current irrigation season, while staff gathers data for analysis for use in proposing continuation of the pilot class rate, or an alternative class rate based upon the experience of the pilot program.

This item was reviewed by Administrative Committee on June 25, 2018, where in the Committee approved the recommendation from staff to implement the pilot program for the new rate classification and because of the current billing cycle and the fact that the July 2, 2018 City Council meeting was cancelled, to bring the action forward for Council ratification at the July 16, 2018 City Council meeting.

STAFF RECOMMENDATION: Ratify implementation of the pilot program for the new rate classification for Small Office Commercial Sanitary Sewer Rate as outlined.

PROPOSED ACTIONS: Ratify implementation of the pilot program for the new rate classification for Small Office Commercial Sanitary Sewer Rate as outlined, or take such other action deemed appropriate.

Necessary Resources/Impacts

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

Attachments
