

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 4, 2020

7:00 PM

**Council Chambers
206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the Governor's Proclamation relating to the conduct of public meetings during the COVID-19 crisis, the meeting will be broadcast and the public is not allowed to attend in person. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

REGULAR AGENDA

1. Public Hearing: Howard Street Right-of-Way Vacation (ACTION ITEM) - Bob Buvel

On December 9, 2019, the City received a letter requesting the vacation of a portion of the Howard Street right-of-way (ROW) located south of Homestead Street and north of East E Street. A copy of the letter is included in the packet. The request was made by Mr. Neil Brown, who is the owner of 704/706 East E Street, which abuts the subject property. A vicinity map of the proposed vacation area is shown on the Notice of Public Hearing attached herein. The notice of the hearing was advertised in the newspaper of record and mailed to properties within 300 feet of the subject ROW. Due to the COVID-19 orders restricting gatherings of groups of more than ten, public comment was encouraged to be sent by email in advance of the meeting. All comments received thus far are attached. The petitioner's request is also attached for review. The franchised utilities were notified of the application for the vacation. A copy of a draft ordinance vacating a portion of the Howard Street ROW is attached for Council review.

PROPOSED ACTIONS: Hold a public hearing pursuant to the revised procedures adopted in light of the COVID-19 pandemic response, to accept public testimony on the matter of the Howard Street ROW Vacation request by way of receiving emails and letters in advance of the hearing, consider such testimony, and approve the vacation request by adoption of the Ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary; or consider the Ordinance on first reading; or deny the vacation request; or take such other action deemed appropriate.

2. 1110 S Main Street Lot Division (ACTION ITEM) - Aimee Hennrich

The applicant, Justin Sult, is requesting a lot division for an existing lot of approximately 60,057 square feet in size located at 1110 S. Main St. The applicant is requesting the lot division in order to create two lots of approximately 51,833 square feet and 8,224 square feet in size. The intent of the lot division is to create a new separate lot containing two existing duplexes. The subject

property is located within the Multiple Family (R-4) Zoning District which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for two family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-4 Zone. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

PROPOSED ACTIONS: Approve the lot division request with no conditions, approve the lot division with conditions, or take such other action deemed appropriate.

3. Paradise View Addition Final Subdivision Plat (ACTION ITEM) - Mike Ray

On August 19, 2019 Moscow City Council approved the request of the Moscow Affordable Housing Trust for Paradise View Addition preliminary plat with no conditions. On February 7, 2020 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final plat on March 11, 2020 and recommended approval to City Council.

PROPOSED ACTIONS: Approve the Paradise View Addition Final Plat; or take such other action deemed appropriate.

4. Paradise View Addition Development Agreement (ACTION ITEM) - Bob Buvel

Nils Peterson, on behalf of Moscow Affordable Housing Trust, has submitted to the City a final plat for the development of the property at 1924 Nursery Street. On August 19, 2019 The City Council approved the preliminary plat for this property. The final plat is titled Paradise View Addition and will be presented for City Council approval on May 4th. 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.

PROPOSED ACTIONS: Approve the Development Agreement with Moscow Affordable Housing Trust for Paradise View Addition, or take such other action deemed appropriate.

5. Paradise View Addition Monumentation Agreement (ACTION ITEM) - Bob Buvel

Moscow Affordable Housing Trust is the property owner and developer of the proposed Paradise View Addition on the lot currently addressed as 1924 Nursery Street. The subdivision has received preliminary plat approval and is being presented for City Council consideration at the May 4, 2020 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.

PROPOSED ACTIONS: Approve the monumentation agreement with Moscow Affordable Housing Trust for Paradise View Addition; or take such other action deemed appropriate.

6. Itani Park Pathway Phase II Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

The 2020 City of Moscow Itani Park Pathway Phase II Project will install 200 feet of 6-foot wide pathway connecting Itani Park northward to Crestview Drive. This project consists of excavation, grading, curb and sidewalk replacement, sidewalk installation, storm drain installation, and associated work. The City sent an electronic bid solicitation to five contractors on April 16th, 2020 with an Engineer's estimate for the project of \$33,196.75.

Bids were opened on Friday, April 24, 2020. Two responsive bids were received, and Germer Construction of Moscow, Idaho submitted the low bid on the project of \$43,545.00.

PROPOSED ACTIONS: Accept the low bid from Germer Construction, Inc., and award the contract in the amount of \$43,545.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$4,354.50), or take such other action deemed appropriate.

7. Rotary Park Equipment Pad Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

The Rotary Park Equipment Pad - 2020 Project will prepare the southeast playground at Jim Lyle Rotary Park located at the corner of "F" Street and Orchard Avenue for the installation of a new playground structure. This project also includes the installation of 126 feet of ADA compliant sidewalk. An Additional Alternative bid item for the removal of the playground equipment was also included in the project scope. The Engineer's estimate for the Base Bid was \$59,548.00 and \$12,000 for the Add/Alternative Bid, for a total of \$71,548.00.

Two (2) responsive bids were received and the lowest responsive bid was submitted by Knox Concrete, LLC. with a Base Bid of \$82,252.00 and an Add Alternate bid of \$5,000.

PROPOSED ACTIONS: Accept the low bid from Knox Concrete, LLC., and award the contract in the amount of \$82,252.00 for Base Bid only, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,225.20), or take such other action deemed appropriate.

8. Ordinance Amending Title 5, Chapter 4 Moscow City Code Regarding Water Regulations (ACTION ITEM) - Tyler Palmer / Kyle Steele

Moscow City Code Title 5, Chapter 4 (Water Regulations) specifies a number of provisions concerning the supply of water to each residence and business that connects to the water system. These proposed changes help provide clarity and flexibility for property owners when determining water meter requirements for remodels and development. Under the proposed update, City staff will be able to work with property owners to determine the best metering approach for a property, rather than requiring distinct meters for spaces where it may not be necessary.

The proposed update provides a clear policy concerning connections to the City's public drinking water system and requirements for installation to water meters. Also included in this update are classifications of use and specific installations, an option for relocation and abandonment, up-sizing and down-sizing, and temporary suspension.

PROPOSED ACTIONS: Approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading; or reject the Ordinance; or take such other action deemed appropriate.

9. 2020 Water-Sewer Rate Study Discussion and Recommendation (ACTION ITEM) - Gary J. Riedner

Staff has been working with FCS Group, the consultants who have conducted the last two utility rate studies for the City of Moscow. The last rate study was completed in 2013 and rates were implemented by the City Council based upon the conclusions of the rate study. Water and sewer capital improvement plans have been updated with cost elements reflective of today's market. The Capital Improvement Plan, along with the departmental operations plans, Comprehensive Water System Plan, Comprehensive Sewer System Plan and the City's Facilities Plan, comprise the information upon which the financial needs of the utilities are based. These plans are analyzed and the rates (or fees) for services are recommended based upon those needs. The recommended rates are then presented to a Citizens' Rate Committee who reviews the proposed rates. Upon completion of this process, the proposed rates are forwarded to City Council for consideration and implementation in the upcoming budget year. Although work on the rate study has been further hampered by the COVID-19 outbreak, we need to move the process forward so that we have recommended rates for the Council to implement in the FY2021 budget. We are prepared to empanel the Citizens' Rate Study Committee to conduct their review. These are concepts that we would generally bring to City Council in a workshop setting. Since the COVID-19 outbreak has resulted in social distancing and fewer public meetings, staff has put together a video explaining the proposal, which has been made available Council members, and which then can serve as a reference moving forward with our Citizens' Rate Study Committee. The link to that video is:

<https://youtu.be/b8ohQJMAoN8>

PROPOSED ACTIONS: Authorize staff to proceed with the proposed changes to business classifications in the sewer rate and proceed with the Citizens' Rate Committee process; or take such other action deemed appropriate.

10. City's COVID-19 Response Report - Gary J. Riedner

ADJOURN

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.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This item was presented to the Transportation Commission on January 9, 2020. The Commission gave no recommendation on the vacation.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Public Hearing: Howard Street Right-of-Way Vacation (ACTION ITEM) - Bob Buvel

DESCRIPTION

On December 9, 2019, the City received a letter requesting the vacation of a portion of the Howard Street right-of-way (ROW) located south of Homestead Street and north of East E Street. A copy of the letter is included in the packet. The request was made by Mr. Neil Brown, who is the owner of 704/706 East E Street, which abuts the subject property. A vicinity map of the proposed vacation area is shown on the Notice of Public Hearing attached herein. The notice of the hearing was advertised in the newspaper of record and mailed to properties within 300 feet of the subject ROW. Due to the COVID-19 orders restricting gatherings of groups of more than ten, public comment was encouraged to be sent by email in advance of the meeting. All comments received thus far are attached. The petitioner's request is also attached for review. The franchised utilities were notified of the application for the vacation. A copy of a draft ordinance vacating a portion of the Howard Street ROW is attached for Council review.

STAFF RECOMMENDATION

Hold a public hearing pursuant to the revised procedures adopted in light of the COVID-19 pandemic response, to accept public testimony on the matter of the Howard Street ROW Vacation request by way of receiving emails and letters in advance of the hearing, consider such testimony, and approve the vacation request by adoption of the Ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary.

PROPOSED ACTIONS

PROPOSED ACTIONS: Hold a public hearing pursuant to the revised procedures adopted in light of the COVID-19 pandemic response, to accept public testimony on the matter of the Howard Street ROW Vacation request by way of receiving emails and letters in advance of the hearing, consider such testimony, and approve the vacation request by adoption of the Ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary; or consider the Ordinance on first reading; or deny the vacation request; or take such other action deemed appropriate.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Howard Street Vacation Draft Ordinance
2. NPH Howard St ROW Vacation
3. Howard Street Vacation Request_Brown
4. Howard St. Vacation Support-Brown
5. Howard St. Vacation Support-Paul
6. Howard St. Vacation Support-Frazier
7. Forseth Service
8. Forseth Comment
9. Public comment_Frazier_Favor_vacation of Howard Steet
10. Public comment_Johnson_Opposition_vacation of Howard Steet part 1
11. Public comment_Johnson_Opposition_vacation of Howard Steet part 2
12. Public comment_Avista_Easement_vacation of Howard Steet
13. Public comment_Newsome_Opposition_vacation of Howard Steet
14. Public comment_BrownNielandSherri_Favor_vacation of Howard Steet
15. Public comment_BrownJason_Favor_vacation of Howard Steet

ORDINANCE NO. 2020 – ____

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A PORTION OF PUBLIC STREET RIGHT-OF-WAY LOCATED WITHIN THE CITY OF MOSCOW AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED RIGHT-OF-WAY SHALL VEST WITH THE OWNERS OF THE PROPERTY AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the public right-of-way described in Section 1 of this Ordinance currently exists as platted by the Replat Of Homestead Addition Volume 3 of Plats of Page 28, with Latah County; and

WHEREAS, the owner of the property located adjacent to the proposed area of vacation described in Section 1 of this Ordinance, Neil Brown., has petitioned for vacation of said public right-of-way; and

WHEREAS, written consent to the proposed vacation has been received from three of the four owners of real property located adjacent to the subject public right-of-way; and

WHEREAS, the fourth owner of real property located adjacent to the subject right-of-way has been served with notice of the proposed vacation in the same manner provided for the service of a summons in an action at law, and has not provided a response; and

WHEREAS, the public right-of-way described in Section 1 of this Ordinance was originally received by the City from the adjoining properties; and

WHEREAS, Idaho Code Section 50-311 provides that a vacated property will revert to the owners of adjacent real property, one half (1/2) to each, or as the Council deems to be in the best interest of the adjoining properties; and

WHEREAS, on the 4th day of May, 2020, the Mayor and City Council conducted a public hearing on this matter and determined that vacating said public right-of-way is expedient for the public good; and

WHEREAS, the Council deems it to be in the best interests of the adjoining properties to have the vacated right-of-way revert to the owners of the adjacent properties; and

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Moscow as follows:

SECTION 1: VACATION. The following described public right-of-way be, and the same hereby is, vacated as of the effective date of this Ordinance:

That portion of platted and otherwise dedicated public right-of-way known as Lande Lane located within the City of Moscow, Latah County, Idaho, described as follows:

A portion of 60' Street Right-of-Way located in the NW ¼ of Section 8, T.39N., R.5W., B.M., Replat of Homestead Addition to the City of Moscow, Latah County, Idaho, more particularly described as follows:

Commencing at the northeast corner of Lot 47 of the Re-plat of Homestead Addition to the City of Moscow, recorded in Book 3 of Plats, page 28 with the Recorder's office of said County; thence S0°19'E along the easterly line of a said Lot 47 a distance of 147.5 feet to the TRUE POINT OF BEGINNING;

Thence N89°55'E a distance of 60.0 feet to the westerly lot line of Lot 68 of said Re-plat of Homestead Addition to the City of Moscow;

thence S0°19'E along said westerly lot line of Lot 68 a distance of 282.5 feet to the southwest corner of said Lot 68 and the northern right-of-way line of "E" Street of said Re-plat of Homestead Addition to the City of Moscow;

thence S89°55'W a distance of 60.0 to the southeast corner of said Lot 47;

thence N0°19'W along the westerly lot line of said Lot 47 a distance of 282.5 feet to the TRUE POINT OF BEGINNING.

Said portion contains 16,950 sq. ft., more or less.

SECTION 2: EXCEPTIONS FROM VACATION. Vacation of property described in Section 1 of this Ordinance and shown in Exhibit "A" attached hereto shall not include existing franchise rights and utilities or existing public utilities as of the effective date of this Ordinance, or the use of the property for existing or future public utilities.

SECTION 3: RIGHT-OF-WAY VACATION. The Council hereby finds that it is expedient for the public good and in the public interest to vacate the public right-of-way described within Section 1 herein, and that said public right-of-way shall revert to the owners of the adjacent and contiguous real property, one half (1/2) to each owner as divided upon the centerline of said public right-of-way, at the time of the vacation approval.

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

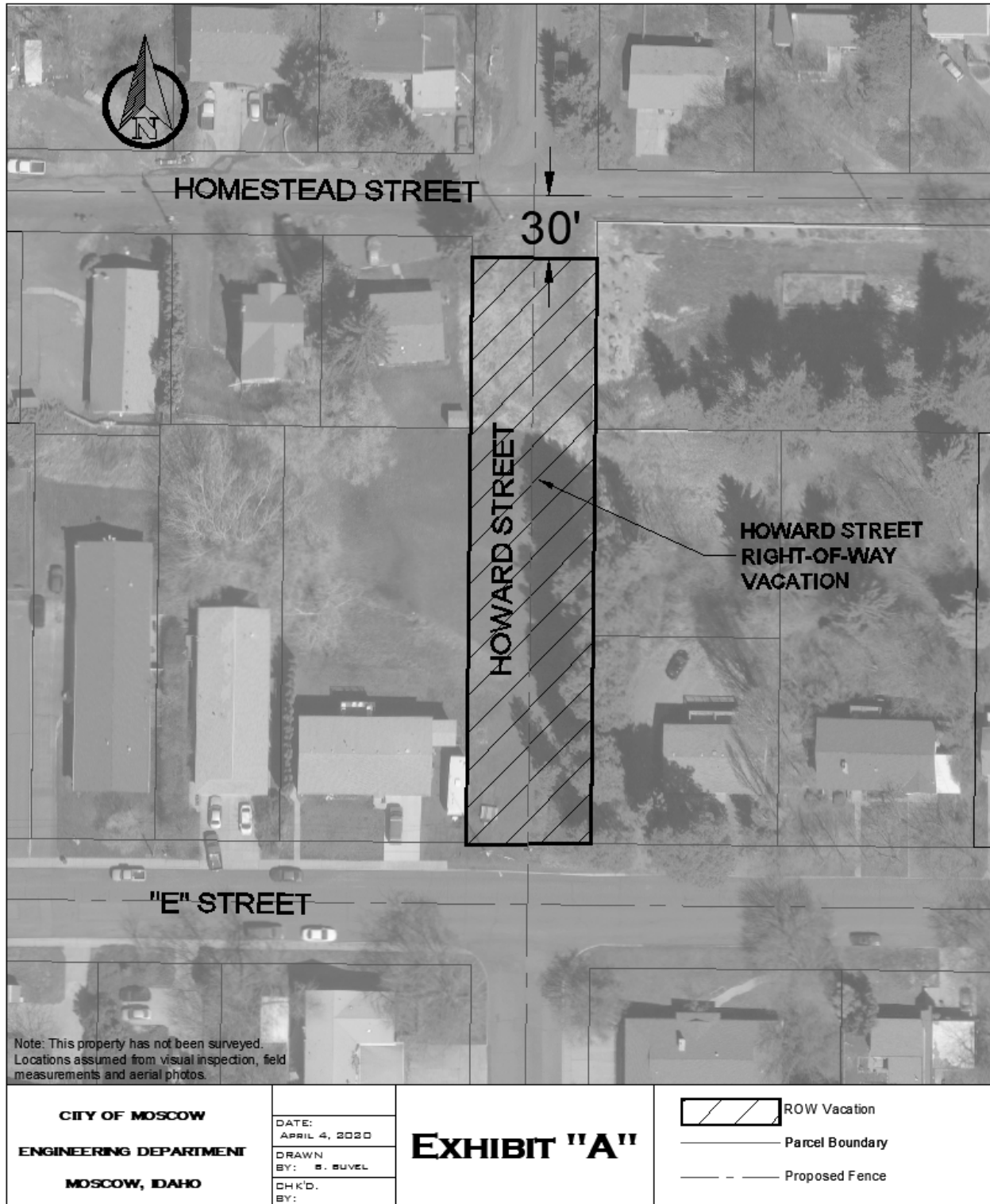
PASSED by the Mayor and City Council and APPROVED by the Mayor the _____ day of May, 2020.

Bill Lambert, Mayor

ATTEST

Laurie Hopkins, City Clerk

EXHIBIT "A" HOWARD STREET RIGHT OF WAY VACATION



NOTICE OF PUBLIC HEARING

Proposed Vacation of Public Right of Way located on North Howard Street
between E Street and Homestead Street

A public hearing at which you may be present and speak will be conducted before the Mayor and City Council of the City of Moscow at which time the following proposal will be considered for property shown on the vicinity map below:

Vacation of Public Right of Way located on North Howard Street between E Street and Homestead Street. Said Right of Way is currently undeveloped.

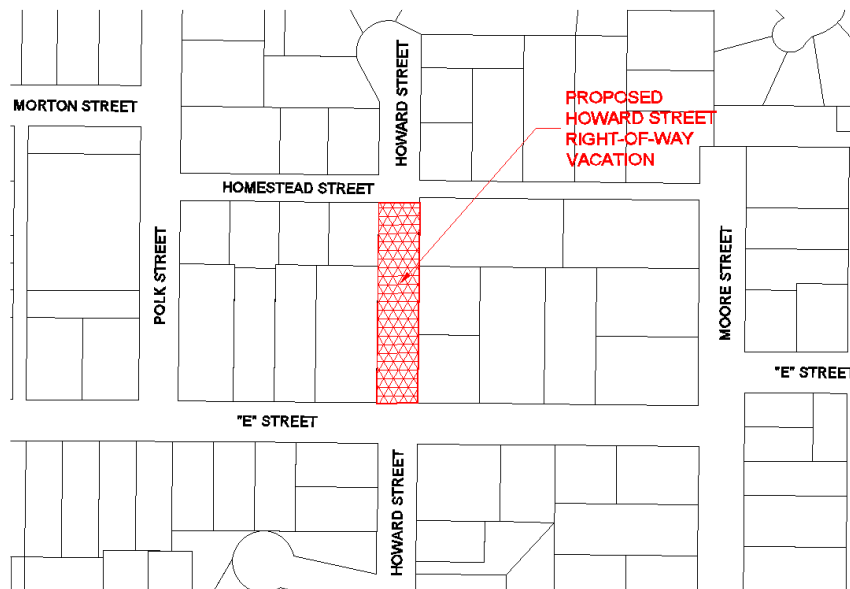
HEARING DATE AND TIME: Monday, May 4, 2020, at 7:00 pm.

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

The full application for this matter, can be viewed on the City's Website at:

<https://www.ci.moscow.id.us/593/Public-Hearing-Notices>.

Note: On March 20, 2020, Mayor Bill Lambert issued Public Health Emergency Order No. 20-01 to help prevent and limit the spread of COVID-19 in the City of Moscow. The Order included a restriction on gatherings of groups of more than ten (10) persons within the boundaries of the City of Moscow. In accordance with the Order, this meeting will be closed to public attendance and the City Council will be participating remotely. The hearing will be broadcast on the City's TV channel (Spectrum channel 1301) and streamed live for public viewing by entering the following link: <https://www.ci.moscow.id.us/522/Meeting-Videos>. Public comment can be submitted in advance by sending emails to lhopkins@ci.moscow.id.us.



Laurie Hopkins,
Moscow City Clerk

Anne Peterson, Deputy City Clerk

Publish: April 18, 2020 **and**
April 25, 2020

This is a vicinity map only.

A legal description of the subject property is included with the full application viewable at <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>.

December 9, 2019

RE: Request for Vacation of Right of Way

To Whom it May Concern,

Please accept this letter and enclosed payment of \$660 as formal request to the City of Moscow that the undeveloped Right of Way beginning on N. Howard St. where it intersects E St. and extending north to Homestead St., be formally vacated by the City of Moscow.

I Neil Brown, do hereby appoint Jason Brown as my agent on this matter and authorize him to act on my behalf in regards to corresponding with city officials and others as may be necessary to facilitate this action.

Kindest regards,

 *Neil W. Brown*
12/8/2019 2:02:45 PM PST
Neil Brown

Bob Buvel

From: Jason Brown <jason@moscowpullmanhomes.com>
Sent: Monday, December 16, 2019 3:47 PM
To: Bob Buvel
Subject: Supplemental Info for Request to Vacate Right of Way

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Hello Bob,

Vacating the right of way would be a benefit to the public because the impacted parcels could be utilized as infill development into residential housing units which is likely the highest and best use of the property. The vacation of the right of way would also increase the tax base and revenue to the City/County.

--



COLDWELL BANKER
TOMLINSON

Jason Brown
REALTOR®

217 S. Main St. 405 S. Grand Ave.
Moscow, ID 83843 Pullman, WA 99163

Mobile: 208-669-1690 jason@moscowpullmanhomes.com
Office: 208-882-0800 www.moscowpullmanhomes.com

Each Office Independently Owned and Operated



City of Moscow

221 E Second St
Moscow ID 83843
Phone (208) 883-7022
Fax (208) 883-7033

Permit Number: ENG2019-0241

FEES / RECEIPT

Date: Monday, December 9, 2019

OWNER: NEIL W TRUSTEES BROWN
PO BOX 626
PENDLETON, OR 97801

Type: Engineering

Water Meter Size:

Site Address: 704 E E ST, MOSCOW

FEE SUMMARY

Date	Description	Fee Amount	Paid	Balance Due
12/09/2019	ROW Vacation Request	\$660.00	(\$660.00)	\$0.00
	Total Due:	\$660.00	(\$660.00)	\$0.00

NOTICE: Fee charges at submittal are partial payments only. Final fees will be assessed after review of plans and other project data is completed.

PAYMENT TRANSACTIONS

DATE	RECEIPT #	METHOD	PAYEE/COMMENT	AMOUNT
12/09/2019	REC012524	CHECK - 740	NEIL W TRUSTEES BROWN	(\$660.00)
		101-000-00-421-18	ROW Vacation Request	(\$660.00)

Bob Buvel

From: Jason Brown <jason@moscowpullmanhomes.com>
Sent: Monday, January 06, 2020 6:49 PM
To: Bob Buvel
Subject: Fwd: Vacation Request letter from Brown
Attachments: ~WRD000.jpg

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Jason Brown
Mobile:208-669-1690
Web: moscowpullmanhomes.com

----- Forwarded message -----

From: Neil Brown <neilwb@hotmail.com>
Date: Mon, Jan 6, 2020, 7:32 PM
Subject: RE: Vacation Request
To: Jason Brown <jason@moscowpullmanhomes.com>

Hi Jason, Just read your note for the letter....

To the City of Moscow Planning Department,

Thankyou for considering the vacation of N Howard Street, between, East E Street and East Homestead Street. By going forward with the vacation of this street it will definitely increase the potential of better usage of private properties to the east and west of the unused street. As you are fully aware, by doing the vacation it will allow the city to get this property on the city tax rolls and it will be up to the new owners to maintain the property and take over the liability. As I see it, its a win win situation for both the City and the property owners.

Thankyou, Neil and Sherri Brown

Owners of 704 and 706, East E Street

Sent from my U.S. Cellular® Tablet

----- Original message -----

From: Jason Brown <jason@moscowpullmanhomes.com>
Date: 1/3/2020 6:36 AM (GMT-08:00)
To: Neil Brown <neilwb@hotmail.com>
Subject: Fwd: Vacation Request

Neil, per Bob's request, can you please email a simple statement showing support of the vacation of right of way?

----- Forwarded message -----

From: **Bob Buvel** <bbuvel@ci.moscow.id.us>

Date: Thu, Jan 2, 2020, 11:15 AM

Subject: RE: Vacation Request

To: Jason Brown <jason@moscowpullmanhomes.com>

Cc: Lyndon Frazier <lyndonfrazier@gmail.com>, Neil Brown <neilwb@hotmail.com>

Hi Jason,

At this point we are working on putting things together for the transportation commission meeting.

I know that you talked with Frazier, Brown and Paul and they all seemed to be on board with Forseth on the fence. Would you be able to get something in writing from the three that are in agreement with the vacation?

I think we can take it to the transportation without them but would like to have them before we go to council.

I think that Derek has a meet with Bill to discuss this topic so he may decide to go along with the vacation as well.

Bob

From: Jason Brown <jason@moscowpullmanhomes.com>

Sent: Friday, December 27, 2019 9:34 AM

To: Bob Buvel <bbuvel@ci.moscow.id.us>

Cc: Lyndon Frazier <lyndonfrazier@gmail.com>; Neil Brown <neilwb@hotmail.com>

Subject: Vacation Request

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Hello Bob, just checking in to confirm that we are on the agenda for the January meeting?

--



Jason Brown

Mobile:208-669-1690

Web: moscowpullmanhomes.com

Bob Buvel

From: Jason Brown <jason@moscowpullmanhomes.com>
Sent: Tuesday, January 07, 2020 2:36 AM
To: Bob Buvel
Subject: Fwd: Abandonment of Howard St right of way

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Letter from Paul.

Jason Brown
Mobile:208-669-1690
Web: moscowpullmanhomes.com

----- Forwarded message -----

From: Lyndon Frazier <lyndonfrazier@gmail.com>
Date: Mon, Jan 6, 2020, 9:44 PM
Subject: Fwd: Abandonment of Howard St right of way
To: Jason Brown <jason@moscowpullmanhomes.com>

----- Forwarded message -----

From: Lyndon Frazier <lyndonfrazier@gmail.com>
Date: Mon, Jan 6, 2020, 8:43 PM
Subject: Re: Abandonment of Howard St right of way
To: Darrel and Dawn Paul <d.dpaul6@gmail.com>

Thank you

On Mon, Jan 6, 2020, 8:42 PM Darrel and Dawn Paul <d.dpaul6@gmail.com> wrote:

Darrel and Dawn Paul. January 6, 2020
2350 Trail Road
Moscow , Idaho 83843

We, Darrel and Dawn Paul ow 625/627 Homestead and we approve of the abandonment of the Howard Street right of way to the east of our property.

Thank you,
Darrel Paul
Dawn Paul

Bob Buvel

From: Jason Brown <jason@moscowpullmanhomes.com>
Sent: Thursday, January 02, 2020 2:45 PM
To: Bob Buvel
Subject: Fwd: Howard Street vacate

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Hello Bob, see below.

Jason Brown
Mobile:208-669-1690
Web: moscowpullmanhomes.com

----- Forwarded message -----

From: Lyndon Frazier <lyndonfrazier@gmail.com>
Date: Thu, Jan 2, 2020, 12:22 PM
Subject: Howard Street vacate
To: Jason Brown <jason@moscowpullmanhomes.com>

Jason this is in regards to the email from Bob I would like to say in writing that we are in favor of vacating Howard Street right-of-way I also talked to Darrel Paul and he's going to send me an email that I will forward to you. Lyndon Frazier

OFFICE OF THE SHERIFF OF LATAH COUNTY

522 S. Adams St.
Moscow, ID 83843
208-882-2216

SHERIFF'S CERTIFICATE OF SERVICE

State of Idaho)
County of Latah)

Court: NA

Case #: NA

Document(s): Letter
(non-statutory)

Plaintiff: Neil W. Brown

vs.

Defendant: Derek and Danelle Forseth

I, Richard Skiles, Sheriff of Latah County, do hereby certify that I received the above document(s) for service on 04/08/2020, and that it was served by the Sheriff's Deputy who has signed this certificate, within the county of Latah, State of Idaho, by delivering to and leaving with:

Name of person served: Derek Forseth

Personally at: 625 N. Moore

And that he/she is the:

☒ listed respondent
☐ person 18 or older living at residence
☐ registered agent / responsible party

At 7004 hours on 04-08-20 (date)

The person being served has been identified by the serving Deputy, and has been served in accordance with the laws and rules of the State of Idaho.

Richard Skiles, Sheriff

By: Deputy George Stannell

I hereby acknowledge receipt of these documents:

Signature of person served [Signature]

RICHARD SKILES
(208) 882-2216

LATAH COUNTY SHERIFF
PO BOX 8068
MOSCOW, ID 83843

Paper ID: 202000343

P E R S O N A L R E T U R N O F S E R V I C E

NEIL WAYNE BROWN

-- VS --

PLAINTIFF(S)

COURT: NA

CASE NO: NA

**DEREK OMAR FORSETH
DANELLE COPE FORSETH**

DEFENDANT(S)

PAPER(S) SERVED:
LETTER

I, RICHARD SKILES, SHERIFF OF LATAH, STATE THAT THE ABOVE DESCRIBED DOCUMENTS WERE DELIVERED TO ME FOR SERVICE ON THE 8TH DAY OF APRIL 2020.

I HEREBY CERTIFY THAT, ON THE 8TH DAY OF APRIL 2020, AT 8:04 O'CLOCK P.M., I, GREGORY PANNELL, BEING DULY AUTHORIZED, SERVED THE ABOVE DESCRIBED DOCUMENTS IN THE ABOVE-ENTITLED MATTER UPON

***** DEREK OMAR FORSETH *****

PERSONALLY AT: 625 N MOORE ST MOSCOW ID 83843

WITHIN THE COUNTY OF LATAH, STATE OF IDAHO.

COMMENTS: ORIGINAL RETURN MAILED TO JASON BROWN.

DATED THIS 9TH DAY OF APRIL 2020.

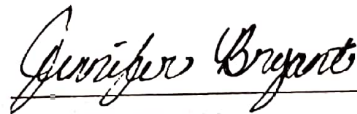
RICHARD SKILES
SHERIFF

SHERIFF'S FEES: 40.00
TOTAL COLLECTED TO DATE: 40.00
AMOUNT UNCOLLECTED: 0.00

BY


GREGORY PANNELL
SERVING OFFICER

BY


JENNIFER BRYANT
RETURNING OFFICER

JASON BROWN
3600 LENVILLE RD
MOSCOW, ID 83843

625 N. Moore Street
Moscow, Idaho 83843

February 13, 2020

Hon. Mayor Lambert and Council
206 E 3rd Street
Moscow, Idaho 83843

RE: Petition to Vacate the Howard Street Right of Way

This letter provides our comments concerning the petition to vacate the Howard Street Right of Way (ROW). As neighbors to this right of way, we have two requests in the event the city grants the petition.

We ask that the 60' ROW be distributed equally (30') to the adjoining property owners by extension of the existing property lines as shown on the attached figure. We intend to extend our existing fence if the ROW is vacated. In our opinion and out of consideration for our neighbors, a straight property line provides a clean line of sight down the fence line. This is compatible with the existing utilities and road alignment. If the neighboring property owners do not want all or part of their share of the right of way, we would be happy to assume more than 30'.

We want to confirm that the City will permit us to construct a driveway to Homestead Pl. in the vacated area. The two properties south and southwest of ours intend to subdivide, then recombine and share a single driveway to Homestead. This is the only location for us to access our lower lot if our frontage to the ROW is vacated. The hillside along Homestead Pl. is too steep to access Homestead in any other location from our parcel. If we are unable to access Homestead Pl. through the ROW, vacating the ROW will make the future development of our lower lot more difficult and expensive.

Hopefully this letter clearly explains our two requests and you find them reasonable. We welcome a discussion or site visit with you and the City staff.

Sincerely,

/s/

Danelle & Derek Forseth
509-330-0344 or 208-310-0080

Cc: Bill Belknap
Bob Buvel



From: [Jason Brown](#)
To: [Laurie M. Hopkins](#)
Subject: Fwd: Vacation of N. Howard Street right of way between E and Homestead streets.
Date: Friday, May 1, 2020 8:21:40 AM

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

----- Forwarded message -----

From: **Lyndon Frazier** <lyndonfrazier@gmail.com>
Date: Tue, Apr 28, 2020 at 8:06 PM
Subject: Vacation of N. Howard Street right of way between E and Homestead streets.
To: Jason Brown <jason@moscowpullmanhomes.com>

To whom it may concern:

I'm the homeowner at 620 East E that is to the West of the proposed vacation of Howard Street right-of-way. I am in favor of vacating the right way . When we built our home 27 years ago the right-of-way and our lower property was covered in brush, Briers and weeds we cleared all of that and my uncle and cousins came with Earth movers and dozers and shaped it into what it is currently. We planted it to grass and have maintained it mowing and spraying noxious weeds, keeping it looking very nice. We would like to sell our lower property and it would be very advantageous to have that right-of-way vacated. There would never be a road from E Street down that right-of-way because it's too steep. There would be a road from Homestead providing access for utility maintenance. I can see no downside from the city's point of view. Especially since they haven't had to maintain it all these years. Thank you for your consideration. Lyndon Frazier

CC:

Jason Brown - Realtor
Coldwell Banker Tomlinson
Associate Broker, Managing Broker
Cell: 208-669-1690

[Visit My Website](#)

From: [Robert Johnson](#)
To: [Laurie M. Hopkins](#)
Subject: Public comment on the vacating of Howard Street
Date: Tuesday, April 21, 2020 11:29:36 AM

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

To the Mayor and City Council:

We are writing to oppose the vacation of Public Right of Way located on North Howard Street between E Street and Homestead Street.

I live at 614 North Howard Street, which is at the end of Howard, north of Homestead.

The existing right of way provides pedestrian access to the neighborhoods south of D Street. More importantly, it is a green space used by neighborhood children throughout the year. It gets particularly heavy use during the winter for sledding.

Adjoining property owners currently have the benefit of the extra open space provided by this right of way, while it at the same time provides access for public use. There does not appear to have been any misuse by the public or inconvenience to neighboring property owners.

It is not in the interest of the neighborhood or the city to vacate this right of way. Such an action would solely benefit a property owner wishing to sell a parcel.

Sincerely,

Robert S. Johnson
Linda M. Rasmussen

614 N. Howard ST
Moscow, ID 83843

From: [Robert Johnson](#)
To: [Laurie M. Hopkins](#)
Subject: Public comment on the vacating of Howard Street part 2
Date: Friday, April 24, 2020 11:07:25 AM

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

To the Mayor and City Council:

Two properties adjacent to the proposed vacation of Howard Street are currently listed for sale. The listings, which have been available for several months do not mention the existence of a public right of way. The listing photos show the public right of way property, seeming to suggest that this is part of the property for sale. The listing indicates that access would be via a private drive. One of the listed properties, to the west of the right of way, does not show up on the public record as a separate lot. The following is taken from the real estate listing:

"Infill development opportunity on this Duplex lot close to shopping, downtown, parks and schools. Nice quiet setting, tucked in between Howard and Homestead Streets. Proposed access off of Homestead St. via private drive."

The realtor for these listings is Jason Brown, who is acting as agent for Neil Brown in this request for vacation of the Howard Street right of way.

I think a few questions need to be answered before considering this vacation of public ownership.

1. Why does the applicant's agent assume this vacation will be approved? Or why does he misrepresent the properties he is trying to sell?
2. What is the advantage to other property owners if they are given some of the right of way, and presumably then pay additional taxes on that property, but then have to provide an easement into these lots which are for sale.
3. What is the impact of four additional residences (two duplexes) on the traffic flow of one of the most poorly maintained streets in Moscow (Homestead Street). Will the developer pay for improvements to Homestead?

Since the public will not be able to attend and ask questions at the May 4 meeting. I hope these items will be addressed by the City Council.

Sincerely,

Robert S. Johnson
614 N Howard St
Moscow

From: [Daniels, Randy](#)
To: [Laurie M. Hopkins](#)
Subject: Howard Street Vacation
Date: Monday, April 27, 2020 10:40:52 AM

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Avista Utilities has facilities within the r/w of Howard street between Homestead and "E" St and would request that the City retain an easement for the upgrading, operation, repair and replacing of our facilities. Please let me know if you have any questions.

**Randy J Daniels SR/WA
Real Estate Representative
Avista Utilities
5702 SR 270
Pullman, WA 99163
509-336-6226**

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or an agent of the intended recipient, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments.

From: [Amy Newsome](#)
To: [Laurie M. Hopkins](#)
Subject: In Opposition of Vacation of Public Right of Way North Howard Street
Date: Sunday, April 26, 2020 9:37:23 PM

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Dear Mayor Lambert and City Council Members,

Thank you for informing us about the proposal to vacate the Public Right of Way on North Howard Street between E and Homestead Streets.

We purchased our home at 724 Homestead in July of 2001. In those 19 years we have appreciated this Public Right of Way greatly.

These little pockets of Public Right of Way/green space add immensely to neighborhoods, especially older neighborhoods like the Homestead Addition which do not have a public park incorporated into their plans.

The Public Right of Way is a much beloved sledding hill. We moved into this home when our daughters were 3 and 6. We spent many wonderful hours on that perfect sliding hill that has just the right amount of incline at each end making sure sledders can not end up in the road. Now our daughters are in their 20's so we don't use it as often as a sledding hill but did again just a couple years ago! I still love coming out my front door in the morning after a big snowfall and hearing the next generation of sledders enjoying the hill each winter.

This Public Right of Way also provides a safe walking path across to D Street so one can then head west on D Street toward Main Street, since Homestead has no sidewalks and the visibility at intersection of Homestead and North Polk Extension is quite poor, and the east side of North Polk Extension also does not have a sidewalk.

So in short, we are opposed to the vacation. Thank you for considering our input. Sincerely,
Amy and Richard Newsome

--

"You cannot get through a single day without having an impact on the world around you. What you do makes a difference, and you have to decide what kind of difference you want to make." Jane Goodall

From: [Jason Brown](#)
To: [Laurie M. Hopkins](#)
Subject: Vacation of Public Right of Way - Comments For Council Meeting on May 4, 2020
Date: Friday, May 1, 2020 8:20:29 AM

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

----- Original message -----

From: Neil Brown <neilwb@hotmail.com>
Date: 4/28/2020 8:51 AM (GMT-08:00)
To: neilwb@hotmail.com
Subject: Proposed Vacation of North Howard Street between E and Homestead Street

Honorable Mayor and Council members,

Thank you for considering our request for the vacation of the unused and unimproved North Howard Street, between E and Homestead Street. We have owned two lots bordering to the east of this street for approximately 18 years, one has a rental duplex and the other is a unimproved vacant lot. Without proper and affordable access to our lot, it makes our lot not feasible for use. With the vacation of the street it will accomplish two things, allow us and our neighbor to the west, options to better utilize our properties. And remove this unused city property that will become private to increase the values of the bordering owners.

Again, Thank you for your consideration for this Win - Win, for the City of Moscow and the bordering property owners.

Neil and Sherri Brown (Trustees of the, Brown Living Trust)

CC:

Jason Brown - Realtor
Coldwell Banker Tomlinson
Associate Broker, Managing Broker
Cell: 208-669-1690

[Visit My Website](#)

From: [Jason Brown](#)
To: [Laurie M. Hopkins](#); [Neil Brown](#); [Lyndon Frazier](#)
Subject: Vacation of Right of Way - Comment for City Council Meeting on 5-4-20
Date: Friday, May 1, 2020 9:08:11 AM

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Dear Mayor and Council Members,

In regards to the application to vacate the right of way located on N. Howard Street between E Street and Homestead Street; I represent the Brown Family Living Trust, the applicant for said vacation request.

As a real estate broker for nearly 20 years and living / working in the City of Moscow for 15 years, I believe the highest and best use of the undeveloped right of way would be realized by granting this request to the applicant, deeding the portions of the undeveloped right of way back to the adjacent property owners. This action, would allow the property owners to work together cooperatively and make the development and construction of the subsequent lots feasible. Other benefits would include short term employment for construction workers, increased housing availability and long term tax revenue for the City.

I would like to commend the City planning and engineering staff for their time and efforts and thorough and diligent study of the site which led them to arrive at the conclusion that vacating the right of way is the most appropriate action and in the best interest of the City and the public.

Thank you for your consideration.

Kindest regards,

--

Jason Brown - Realtor

Coldwell Banker Tomlinson

Associate Broker, Managing Broker

Cell: 208-669-1690

[Visit My Website](#)

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Aimee Hennrich

REVIEWED BY

ADDITIONAL PRESENTER(S)

None

OTHER RESOURCES

AGENDA ITEM TITLE

1110 S Main Street Lot Division (ACTION ITEM) - Aimee Hennrich

DESCRIPTION

The applicant, Justin Sult, is requesting a lot division for an existing lot of approximately 60,057 square feet in size located at 1110 S. Main St. The applicant is requesting the lot division in order to create two lots of approximately 51,833 square feet and 8,224 square feet in size. The intent of the lot division is to create a new separate lot containing two existing duplexes. The subject property is located within the Multiple Family (R-4) Zoning District which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for two family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-4 Zone. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date.

STAFF RECOMMENDATION

Approve the lot division request with no conditions.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the lot division request with no conditions, approve the lot division with conditions, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Public Meeting Notice
2. AMENDED Public Meeting Notice
3. Packet

NOTICE OF PUBLIC MEETING

Proposed Lot Division at 1110 S Main Street,
in the City of Moscow, Idaho (LUP2020-0008)

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

Applicant is requesting a lot division of an existing lot approximately 60,057 sf in size, creating two lots of approximately 51,833 sf and 8,224 sf. The property is addressed 1110 S Main Street, as shown on the vicinity map below. The lot division would create a new separate lot containing two existing duplexes.

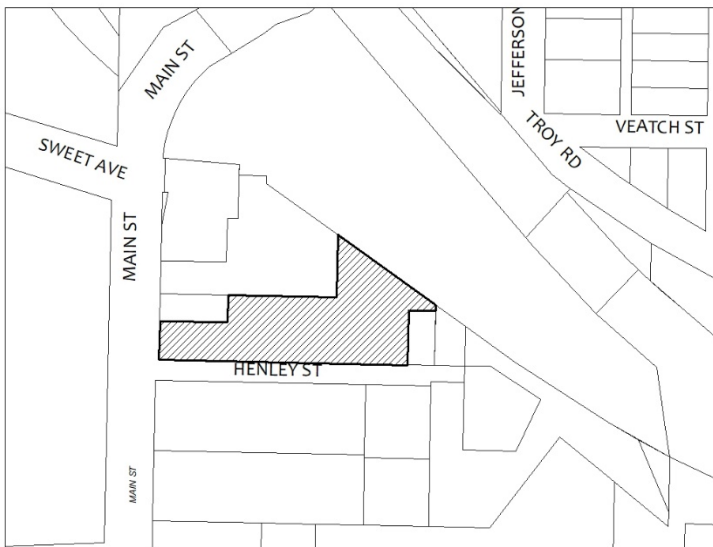
MEETING DATE AND TIME: Monday, April 13, 2019

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

MEETING TIME: 3:00 p.m.

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

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to obtain the meeting agenda, further information on the application or the public hearing process, and/or to request a meeting with City Staff. <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie Hopkins, Moscow City Clerk

Anne Peterson, Deputy City Clerk

AMENDED NOTICE OF PUBLIC MEETING

Proposed Lot Division at 1110 S Main Street,
in the City of Moscow, Idaho (LUP2020-0008)

A public meeting of the City Council will be conducted during which the following proposal will be considered:

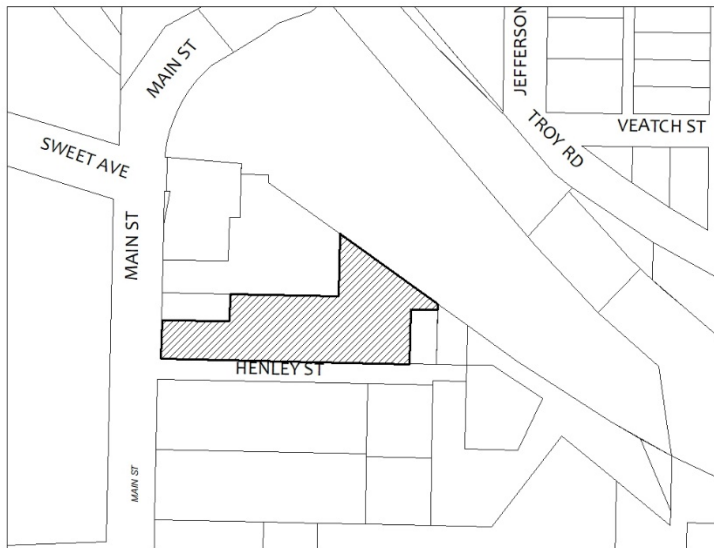
Applicant is requesting a lot division of an existing lot approximately 60,057 sf in size, creating two lots of approximately 51,833 sf and 8,224 sf. The property is addressed 1110 S Main Street, as shown on the vicinity map below. The lot division would create a new separate lot containing two existing duplexes.

MEETING DATE AND TIME: Monday, April 20, 2019

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

MEETING TIME: 7:00 p.m.

Note: On March 20, 2020, Mayor Bill Lambert issued Public Health Emergency Order No. 20-01 to help prevent and limit the spread of COVID-19 in the City of Moscow. The Order included a restriction on gatherings of groups of more than ten (10) persons within the boundaries of the City of Moscow. In accordance with the Order, this meeting will be closed to public attendance and the City Council will be participating remotely. The hearing will be broadcast on the City's TV channel (Spectrum channel 1301) and streamed live for public viewing by entering the following link: <https://www.ci.moscow.id.us/522/Meeting-Videos>. Public comment can be submitted in advance by sending emails to ahennrich@ci.moscow.id.us.



Laurie Hopkins, Moscow City Clerk

Anne Peterson, Deputy City Clerk

March 10th 2020

Mayor Lambert and Moscow City Council

City Hall

Moscow, ID 83843

Dear Mayor Lambert and City Council Members of Moscow,

Justin Sult and Andrew Smith, principals of 1110 Main LLC, are requesting a lot division at the 1110 S Main St property. The lot would separate the duplex buildings (addresses of 202 and 208 E Henley St) from the rest of the property. This would create an 8,224 sq ft lot with two duplexes that could be sold separately from the rest of the property.

Attached are the following:

1. Proposed Survey
2. Proposed Legal Description

Please contact me if there are any questions about the lot division request.

Sincerely

A handwritten signature in black ink, appearing to read 'Justin Sult', with a stylized flourish at the end.

Justin Sult

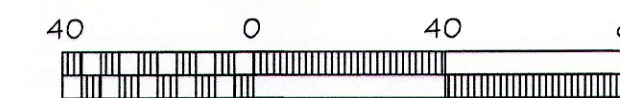
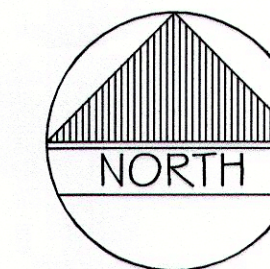
Principal

1110 Main, LLC

T 39 N, R 5 W, S 17

RECORD OF SURVEY

A Division of Land Located in the
SW 1/4 of the NW 1/4 of Section 17,
T39N, R5W, Boise Meridian
Latah County, Idaho



ORIGINAL SCALE : 1" = 40 FEET
CADD FILE : Sult, Justin 2020 ROS.dwg

LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- ⊙ Set 1/2" X 24" long rebar w/ ypc mkd. EASEMENT LS 17534
- Set 1" copper plug in concrete LS 17534
- Found Property Corner as Described
- Calculated Position - Nothing Found or Set
- ✦ Found Section or 1/4 Section Corner
- (M) Measured
- (R) Record Per References
- Subject Property Boundary Line
- Section Line
- City Street Centerline
- City Street Right of Way Line
- Adjoining Parcel Line
- - - - - Fenceline
- - - - - Easement Line

BASIS OF BEARINGS

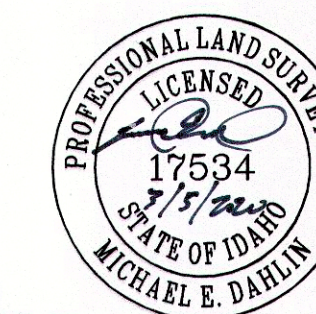
The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found west quarter corner and the found northwest corner of Section 17, said bearing being N 00°54'09" E.

SURVEY REFERENCES

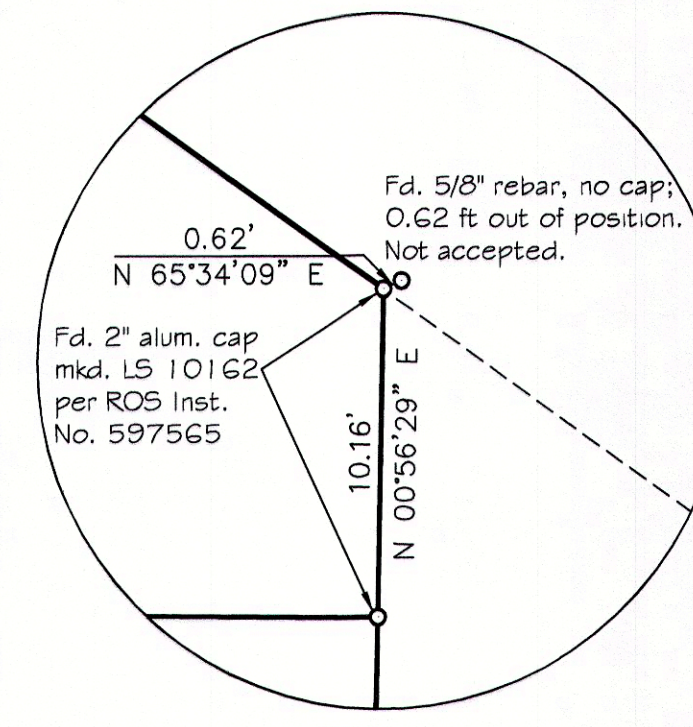
1. Warranty Deed, Inst. No. 596061
2. Warranty Deed, Inst. No. 585722
3. Warranty Deed, Inst. No. 441888
4. Warranty Deed, Inst. No. 577585
5. Quitclaim Deed, Inst. No. 450058
6. Record of Survey, Inst. No. 597565, PLS 10162, 2019
7. Record of Survey, Inst. No. 596458, PLS 10162, 2018
8. Record of Survey, Inst. No. 553744, PLS 12724, 2012
9. Record of Survey, Inst. No. 498451, PLS 6449, 2005
10. Warranty Deed, Inst. No. 602085

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 Justin Sult, in March, 2020.



Michael E. Dahlin - Idaho Professional Land Surveyor

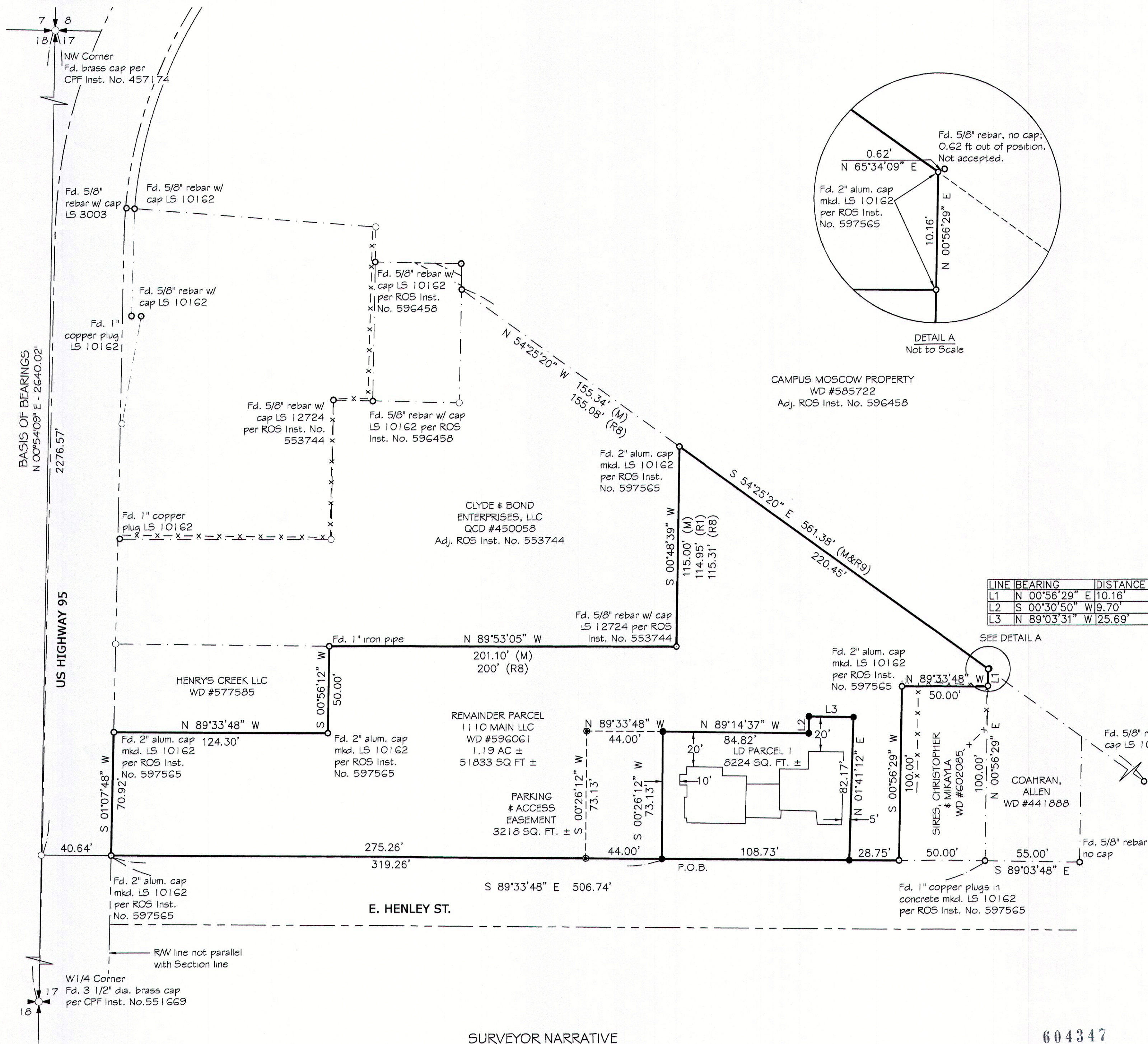


DETAIL A
Not to Scale

CAMPUS MOSCOW PROPERTY
WD #585722
Adj. ROS Inst. No. 596458

LINE	BEARING	DISTANCE
L1	N 00°56'29" E	10.16'
L2	S 00°30'50" W	9.70'
L3	N 89°03'31" W	25.69'

SEE DETAIL A



SURVEYOR NARRATIVE

1. The purpose of this survey is to create a parcel from the parcel of land described in Warranty Deed, Inst. No. 596061.
2. Legal descriptions have been prepared and will be filed under separate documentation.
3. Parcel 1 retains the right to an Parking and Access Easement consisting of 8 parking spaces 9'x20', perpendicular to Parcel 1, with a 24' maneuvering aisle, per City of Moscow Ordinance 2018-07 (05/21/2018).

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH

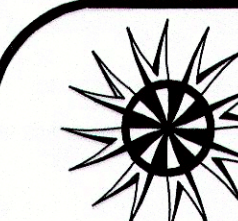
RECORDED AT THE REQUEST OF Michael E. Dahlin
AT 10:52 AM THIS 7 DAY OF 03, 2020

RECORDER HENRIANNE K. WESTBERG

DEPUTY Shirley

Fee: \$50.00

DATE	STATE	COUNTY	PROJECT	DRAWN BY
MARCH 2020	ID	LATAH	SULT - LD 2020	TMH



RIM ROCK CONSULTING, INC.

- Land Surveying
- Site Planning
- Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET

1
OF
1



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

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

PROPERTY DESCRIPTION FOR JUSTIN SULT LAND DIVISION PARCEL I

A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'09" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95 and on the north line of E. Henley Street; thence along said north line, S 89°33'48" E, 319.26 feet to the **POINT OF BEGINNING**:

Thence continuing along said north line, S 89°33'48" E, 108.73 feet;

Thence leaving said north line, N 01°41'12" E, 82.17 feet;

Thence N 89°03'31" W, 25.69 feet;

Thence S 00°30'50" W, 9.70 feet;

Thence N 89°15'44" W, 84.82 feet;

Thence S 00°26'12" W, 73.13 feet to a point on the north line of E. Henley Street and the **POINT OF BEGINNING**.

Containing 8224 square feet, more or less

TOGETHER WITH: An easement for access and parking located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'38" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95 and on the north line of E. Henley Street; thence along said north line, S 89°33'48" E, 319.26 feet to the **POINT OF BEGINNING**:

Thence leaving said north line, N 00°26'12" E, 73.13 feet;

Thence N 89°33'48" W, 44.00 feet;

Thence S 00°26'12" W, 73.13 feet to a point on the north line of E. Henley Street;

Thence along said north line, S 89°33'48" E, 44.00 feet to the **POINT OF BEGINNING**.

Containing 3218 square feet, more or less.

This description was prepared by Michael E. Dahlin on March 4, 2020.

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



Received 3/10/20

LUP2020-0008

Tax #27

Beginning at a point 364.5 feet North and 40 feet East (N. 89° 30' E.) of the Southwest corner of the NW $\frac{1}{4}$ of Sec. 17, Twp. 39 N, Range 5 WBM, and running thence North (along the East line of Main Street of Moscow, Idaho, extended South) 71 feet, to the Southwest corner of Edwards tract; thence N. 89°30' E. along South line of Edwards tract 125 feet; thence North along East line of Edwards tract 50 feet to a point on South line of Costello tract; thence N. 89°30' E. along South line of Castello tract 200 feet; thence North along the East line of

Received 3/10/20

Costello tract 114.95 feet to a point on South line of right of way of Spokane and Palouse Railroad; thence S. $55^{\circ}33'$ E. along said South line of right of way 148.4 feet to intersection with South line of right of way of O.W.R. & N. Ry. Co's Survey for extension; thence S. $45^{\circ}58'$ E. along last described right of way 83.65 feet to Northwest corner of Henley Tract; thence South along West line of Henley Tract 92.7 feet to point on North line of 30 foot (road) street; thence S. $89^{\circ}30'$ W. along said North line of said street 507.5 feet to the place of beginning and containing 1.75 acres, more or less.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Paradise View Addition Final Subdivision Plat (ACTION ITEM) - Mike Ray

DESCRIPTION

On August 19, 2019 Moscow City Council approved the request of the Moscow Affordable Housing Trust for Paradise View Addition preliminary plat with no conditions. On February 7, 2020 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final plat on March 11, 2020 and recommended approval to City Council.

STAFF RECOMMENDATION

Approve the Paradise View Addition Final Plat.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Paradise View Addition Final Plat; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

Approve the Paradise View Addition Final Plat; or take such other action deemed appropriate.

ATTACHMENTS

1. Staff Memo
2. Packet
3. Phasing Plan
4. RCS
5. Council Minutes

Memo

To: Planning and Zoning Commission
From: Mike Ray, AICP - Planning Manager
Date: April 19, 2020
Re: Paradise View Final Plat Review

The Planning & Zoning Commission conducted a public hearing on June 26, 2019 to consider the request of the Moscow Affordable Housing Trust for a preliminary subdivision plat (Paradise View Addition) for a 1.49-acre parcel of land generally located at 1924 Nursery Street into 17 parcels ranging from 1,806 sf to 5,002 sf in size. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the Preliminary subdivision plat with no conditions.

City Council then conducted a public hearing on August 19, 2019 and approved the Paradise View Addition preliminary plat with no conditions.

On February 7, 2020 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 and found the final plat to be in conformance. The Planning and Zoning Commission reviewed the final plat on March 11, 2020 and recommended approval to City Council.



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Final Review	\$205	2-7-20
ENGR	17 Review	\$275 plus \$27/lot	2-7-20
Receipt Number		LUP2020-0002	

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:

Name: Moscow Affordable Housing Trust, Inc. Telephone: 509/336-1664

Complete Address: 510 W Palouse River Dr Moscow, ID 83843

E-Mail: Director@MoscowHousingTrust.org Fax: _____

OWNER: (if other than applicant)

Name: same Telephone: _____

Complete Address: _____

E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Hodge & Assoc Telephone: (208) 882-3520

Complete Address: 405 S Washington St Moscow, Idaho 83843

E-Mail: scottbecker@moscow.com Fax: _____

Primary point of contact (select one): Applicant XX Owner _____ Engineer/Surveyor _____

PROPERTY:

- Proposed Subdivision Name: Paradise View
- Address(as) or Parcel Number(s): Palouse River Drive & Nursery St Block 3 Lot 1 Indian Hills 8th addition
- Gross area of all land involved: 1.5 acres acres, and/or _____ sq.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands: _____ acres, and/or _____ square feet.
- Total number of lots: 17 Average lot size: 2000 sq ft

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

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

FINAL PLAT CHECKLIST:

All Final plats, including the legal description of the exterior boundary, shall be prepared in accordance with the Idaho Code. Final plats shall be drawn to a scale no larger than 1"=100' unless pre-approved by the city engineer. The final plat drawing shall not be substantially different than the approved preliminary plat for the subdivision and shall contain the following information:

- ☒ 1. Name of subdivision and its location by section, township, range, and county, with drawing scale, date of submission, and north arrow.
- ☒ 2. Name, address, phone number, registration number and seal of the professional land surveyor preparing the plat, and name of subdivider and owners of property being platted.
- ☒ 3. Boundary lines of property being platted including bearings, distances and curve data based on an accurate survey in the field closing within the tolerances prescribed by Idaho Code; lines of departure and owners of unplatted adjoining property; and lots, blocks and names of adjoining subdivisions. Adjoining subdivision lots shall be shown with dashed lines.
- ☒ 4. Names and widths of all proposed streets; bearings, distances, and curve data of all street centerlines; location, width, purpose, and dimensions of easements; location and description of all property being dedicated for public use. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- ☒ 5. Location, name, and widths of adjacent street rights-of-way, the location and width of adjacent public easements, and the location and purpose of any adjacent property previously dedicated for public use.
- ☒ 6. Lots and blocks with lots numbered consecutively within each block; bearings, distances, and curve data for each lot; the square footage of lots less than one acre in size or acreage of lots one acre or greater. Blocks shall be labeled consecutively. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.
- ☒ 7. Location and description of all monuments, including found monuments. If interior monuments are not set at the time the plat is recorded (as allowed by Idaho Code), include a statement indicating the date which they shall be set. Said date shall be approved by the City Engineer.
- ☒ 8. Basis of bearing used to determine bearings shown on plat.
- ☒ 9. Point of beginning of the subdivision with ties to the point of beginning from a minimum of two established corners of the Public Land Survey System (PLSS) in one or more of the sections containing the subdivision. List the recording numbers of the corner perpetuation and filing forms of the PLSS monuments. List horizontal coordinates for each PLSS monument and the point of beginning based on the Idaho Coordinate System West Zone. All coordinates values shall be grid coordinates based on the North American Datum of 1983 (NAD83) and specified as such.
- ☒ 10. Street centerline monuments at each intersection, point of curvature, and point of tangency. Street monuments shall be constructed in accordance with City of Moscow standard specifications for street monuments. All other monuments shall be as prescribed by Idaho Code.
- ☐ 11. Signed certificate by the owners of the land containing a correct legal description of the land, with the statement containing their intentions to include the same in the plat, and make a dedication of all public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

- X 12. Signed certificate by the land surveyor, stating that the plat is correct and accurate, the land survey of the platted property was performed by him/her or under his/her direct supervision, the monuments indicated on the plat have been located as described, and the surveying and platting was done in accordance with Idaho Code. The statement shall be accompanied by the seal of the registered professional land surveyor, signed and dated. The surveyor shall in every case have a valid certificate of registration with the Idaho Board of Registration of Professional Engineers and Professional Land Surveyors.
13. Signed certificate by the City of Moscow Planning and Zoning Commission with date of approval.
14. Certificate stating that the City Council has approved the plat and accepts all public dedications as shown thereon. The certificate shall be signed by the Mayor and attested to by the City Clerk.
15. Certificate by the City Engineer that the plat conforms to the requirements of Title 50, Chapter 13, Idaho Code, and with the requirements of this chapter.
16. Signed certification by the subdivider stating the City of Moscow has agreed in writing to supply water to all the lots in the subdivision from the municipal water system.
17. Certificate signed and sealed by the Latah County Surveyor stating the plat and computations have been checked and the plat meets the requirements of Title 50, Chapter 13, Idaho Code.
18. Certificate of satisfaction of the sanitary restrictions, to be endorsed by the Latah County Recorder at the time of filing if the sanitary restrictions have been satisfied according to Idaho Code, Section 50-1326.
19. Certificate that taxes have been paid to date on the property to be signed by the Latah County Treasurer at the time of filing.
20. Certificate of recording, to be signed by the Latah County Recorder at the time of filing.

SUBMITTAL:

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

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

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

Applicant's Signature

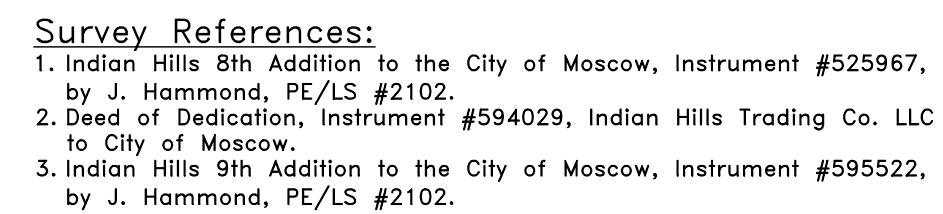
Date

Feb 7 2020

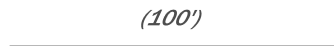
Property Owner's Signature (if different)

Date

N/A



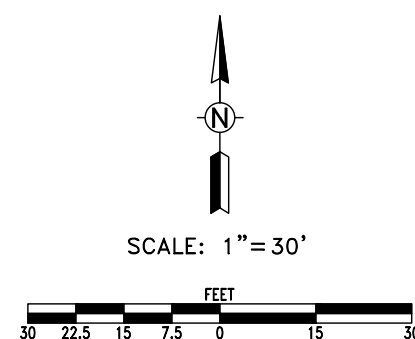
Basis of Bearings
The Basis of Bearings for this survey is the south line of the SW1/4 of Section 17 shown hereon as N88°28'20"W, per GPS observation.

	Found Monument as Described
	Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
	Found 5/8" Diameter Rebar
	Calculated Position
	Found Centerline Monument
	Block Number
	Lot Number
	Record Data, See Survey References Boundary Line
	Lot Line
	Section Line
	Centerline
	Right-of-Way
	Right-of-Way, Prior to Deed of Dedication Instrument #594029
	Easement - This Platting
	Existing Easement

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	31.21'	89°24'59"	20.00'	28.14'	S43°45'50"E
C2	31.55'	90°22'43"	20.00'	28.38'	S46°08'01"W
C3	6.89'	1°43'00"	230.00'	6.89'	S89°32'47"E
C4	83.61'	95°48'43"	50.00'	74.20'	N81°46'58"E
C5	75.90'	18°54'29"	230.00'	75.56'	N81°51'27"E
C6	52.75'	75°33'54"	40.00'	49.01'	S51°16'24"E
C7	52.35'	74°58'53"	40.00'	48.69'	S50°58'53"E
C8	68.58'	75°33'54"	52.00'	63.72'	N51°16'24"W
C9	36.64'	74°58'53"	28.00'	34.08'	N50°58'53"W
C10	36.93'	75°33'54"	28.00'	34.31'	S51°16'24"E
C11	68.05'	74°58'53"	52.00'	63.30'	S50°58'53"E
C12	20.42'	90°00'00"	13.00'	18.38'	S46°31'40"W

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C13	20.42'	90°00'00"	13.00'	18.38'	S43°28'20"E
C14	22.71'	46°27'49"	28.00'	22.09'	S36°43'21"E
C15	13.94'	28°31'04"	28.00'	13.79'	S74°12'48"E
C16	4.19'	4°36'44"	52.00'	4.18'	N86°09'58"W
C17	26.80'	29°31'31"	52.00'	26.50'	N69°05'51"W
C18	37.07'	40°50'39"	52.00'	36.29'	N33°54'46"W
C19	1.68'	1°55'15"	50.00'	1.68'	S51°16'18"E
C20	20.48'	23°28'19"	50.00'	20.34'	S63°58'04"E
C21	20.48'	23°28'21"	50.00'	20.34'	S87°26'24"E
C22	20.48'	23°28'22"	50.00'	20.34'	N69°05'14"E
C23	20.48'	23°28'27"	50.00'	20.34'	N45°36'50"E
C24	69.01'	17°11'28"	230.00'	68.75'	N80°59'57"E

Line Table		
Line	Bearing	Distance
L1	S16°14'35"E	22.17'
L2	S31°15'59"E	21.10'
L3	S55°01'19"E	21.13'



NO. _____ AT THE REQUEST OF: _____

 DATE & HOUR: _____
 _____ M
 HENRIANNE WESTBERG
 LATAH COUNTY RECORDER
 FEE \$ _____ BY _____

Legal Description

a parcel of land located in the S1/2 of the SW1/4 of Section 17, T39N, R5W, B.M., being a portion of Lot 1, Block 3 of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County, Idaho and being more particularly described as follows:

Beginning at the southeast corner of Lot 1, Block 3 of Indian Hills 8th Addition to the City of Moscow, on the north right-of-way of Palouse River Drive;
Thence along the south line of said Lot 1 and said north right-of-way N88°28'20"W, 251.67 feet;
Thence 31.21 feet along a curve to the right, said curve having a Delta = 89°24'59", Radius = 20.00 feet, Chord = 28.14 feet and a Chord Bearing = N43°45'50"W to the west line of said Lot 3 and the east line of Nursery Street;
Thence along said west line and said east right-of way, N0°56'39"E, 201.03 feet;
Thence 31.55 feet along a curve to the right, said curve having a Delta = 90°22'43", Radius = 20.00 feet, Chord = 28.38 feet and a Chord Bearing = N46°08'01"E to the north line of said Lot 1 and the south right-of-way of Powers Avenue;
Thence along said north line and said south right-of-way the following two courses:
Thence S88°40'38"E, 127.48 feet;
Thence 6.89 feet along a curve to the left, said curve having a Delta = 1°43'00", Radius = 230.00 feet, Chord = 6.89 feet and a Chord Bearing = S89°32'47"E to the west corner of right-of-way Deed of Dedication, Instrument #594029;
Thence leaving said north line and said south right-of-way, along the south line of said Deed of Dedication 83.61 feet, along a curve to the left, said curve having a Delta = 95°48'43", Radius = 50.00 feet, Chord = 74.20 feet and a Chord Bearing = N81°46'58"E to the north line of Lot 1, Block 3 of Indian Hills 8th Addition;
Thence along said north line, S88°37'52"E, 39.59 feet to the northeast corner of said Lot 1;
Thence along the east line of said Lot 1, S0°01'10"W, 254.36 feet to the Point of Beginning

Parcel contains 1.49 Acres, more or less.

Dedication

Know all persons by these presents, that Moscow Affordable Housing Trust, Inc. owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as Paradise View Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing municipal water system and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith declare to offer for dedication to the public for public use the street right-of-ways and tract A for stormwater Detention.

In witness thereof, the undersigned has set his hand and seal.

Moscow Affordable Housing Trust
Nils Peterson, Director

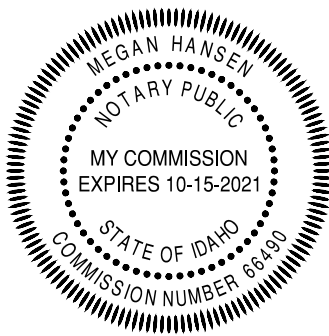
Acknowledgment

State of _____
County of _____

On this _____ day of _____, 2020, before me, the undersigned Notary Public in and for the State of _____, personally appeared Nils Peterson, known or identified to me to be the director of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, _____
Residing in _____
My Commission Expires _____



Surveyor's Certificate

I, Duane Priest, P.L.S. #6449, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown hereon. The interior monuments will be set in accordance with Idaho Code 50-1303, on or before ____-____-2021, as referenced on the plat and approved by the City of Moscow. Witness my hand and seal this _____ day of _____, 2020.

Duane Priest, PLS #6449

Approvals

Moscow Planning and Zoning Commission
Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2020.

Chairman, Planning and Zoning Commission

Moscow City Council
Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____, 2020. Dedication of Tract A, Street right-of-way and all easements described on this plat are hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk _____ Mayor, City of Moscow _____

City Engineer, City of Moscow
Examined and approved by the City Engineer this _____ day of _____, 2020.

City Engineer, City of Moscow

Latah County Surveyor
Examined and approved by the Latah County Surveyor this _____ day of _____, 2020.

Latah County Surveyor

Latah County Treasurer
I hereby certify that taxes and assessments on property shown hereon have been paid for 2019 and preceding years as of this _____ day of _____, 2020.

Latah County Treasurer

Public Health - Idaho North Central Health District
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

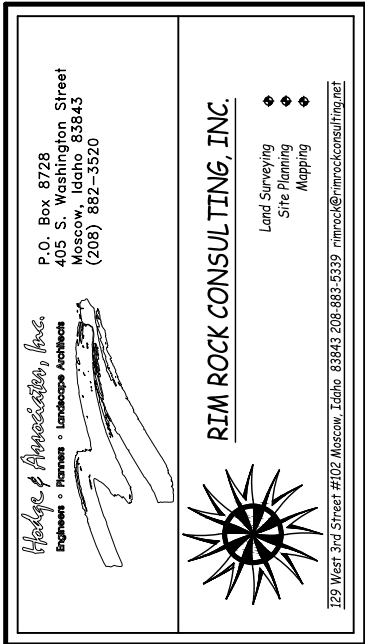
Public Health - Idaho North Central Health District, _____ Date _____
Senior Environmental Health Specialist

NO. _____ AT THE REQUEST OF: _____

DATE & HOUR: _____ M.

HENRIANNE WESTBERG
LATAH COUNTY RECORDER

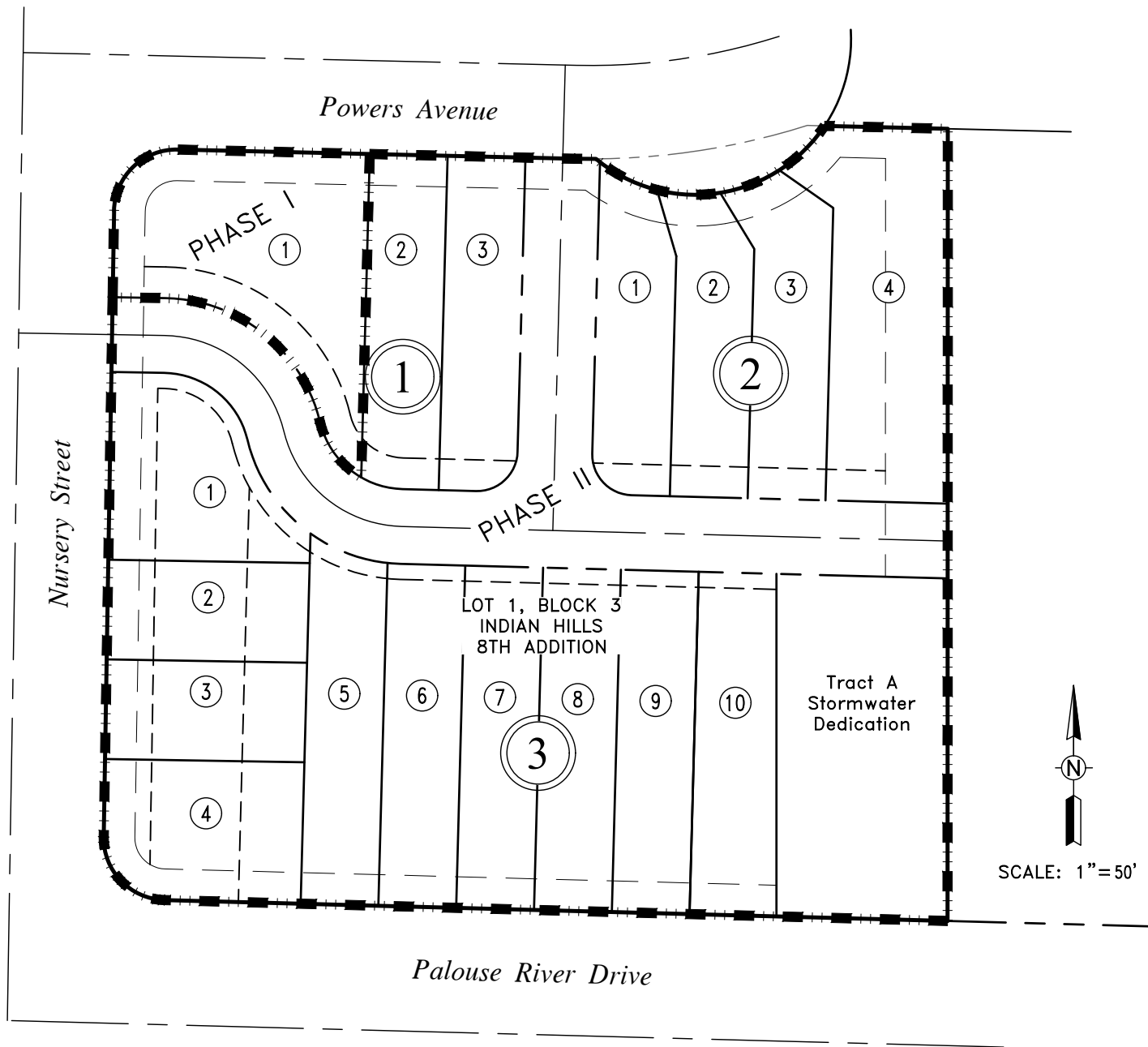
FEE \$ _____ BY _____



Plat of:
Paradise View Addition
to the City of Moscow, Latah County, Idaho
A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition

Drafted by:	SW
Checked by:	DEP
File Name:	4145 Plat.dwg
Tab:	Sign
Plot Style	OCE.ctb
Project:	4145-05-19
Date:	2/7/20

F:\4145 INDIAN HILLS-PALOUSE RIVER DR AFFORDABLE HOUSING\4145-ACAD\4145 PHASING PLAN.DWG 4/20/2020 9:30 AM



Hedge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8738
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Paradise View Addition to the City of Moscow
Phasing Plan
Moscow Affordable Housing Trust
Section 17, T39N, R5W, BM
Latah County, Idaho

Drafted By:	SW
File Name:	4145 Phasing Plan.dwg
Checked By:	
Revisions:	
Project:	4145-05-19
Date:	4/20/2020

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A ONE POINT FOUR-NINE ACRE PARCEL OF LAND LOCATED AT 1924 NURSERY STREET, KNOWN AS PARADISE VIEW ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on June 4, 2019; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on June 26, 2019; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on August 19, 2019; and

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

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2009 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a one point four-nine acre (1.49) acre parcel of land located at 1924 Nursery Street.
3. The subject property is currently undeveloped and is surrounded by the Grove multi-family development to the west, Palouse Prairie Charter School to the north, a single family dwelling to the east, and various commercial uses on the south side of Palouse River Drive.
4. The subject property contains areas of steeper sloping topography, primarily in the areas of the property that are directly adjacent to Nursery Street and Palouse River Drive. There are no drainage ways or natural features that have been identified upon the subject property.
5. The subject property is currently designated as High-Density Residential (HD-R). HD-R designated areas are,

“intended to allow the highest density residential development at common densities between 15 and 26 units per acre. Areas appropriate for this designation include those located adjacent to areas of higher activity where there is a range of uses. High-Density Residential areas should be located adjacent or in close proximity to designated arterial or collector streets. New areas of high-density residential development should be located near mixed-use activity areas and corridors that accommodate multi-modal transportation. Lands

designated as High-Density Residential are generally appropriately zoned Medium Density Residential (R3), Multiple Family Residential (R-4), or Residential Office (RO)."

6. The Grove development to the west is also designated as High-Density Residential (HD-R), while properties to the north and east are designated as Auto-Urban Residential (AU-R). Commercial properties on the south side of Palouse River Drive are currently designated as Auto-Urban Commercial (AU-C).
7. The subject property is located adjacent to Nursery Street and Powers Avenue which are designated as local neighborhood streets. Adjacent to the south is Palouse River Drive which is designated as a minor arterial. Since the subject property is within Indian Hills 8th Subdivision, all of the road improvements to the three adjacent streets have already been constructed.
8. The subject property is currently located within the Multiple Family Residential (R-4) Zoning District.
9. According to the Zoning Code the R-4 Zoning District,

"provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."
10. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
11. The minimum lot size for parcels within the R-4 Zone is 5,000 sf for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.
12. The applicant is proposing to subdivide the existing 1.49 acre parcel into seventeen parcels ranging from 1,806 sf to 5,002 sf in size. Also included in the preliminary plat is a parcel which contains the stormwater detention pond for the development.
13. All of the proposed townhouse lots meet the minimum lot size of 1,800 sf; the twinhome lots meet the minimum lot size of 2,250 sf; and the single family lot meets the 5,000 sf minimum lot size requirement. All of the proposed townhouse, twinhome, and single family lots also meet the minimum lot width requirements for the respective uses.
14. To provide access to the rear of the lots, the applicant is proposing to dedicate and construct a public alley that will extend from Nursery Street in an east/west direction and terminate 12.5 ft from the east property line. At approximately the midpoint of the subject property the alley will then extend north to connect with Powers Avenue. The alley is proposed to be 16 ft in width of pavement with 2 ft gravel shoulders on both sides, for a total width of 20 feet. The proposed alley meets City of Moscow standards for public alley design.
15. Water services currently exist within Nursery Street, Powers Avenue, and Palouse River Drive. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

16. Sanitary sewer services currently existing within Nursery Street and Powers Avenue. Public Works has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
17. The storm sewer for the subdivision is proposed to be conveyed to an existing stormwater detention pond at the southeast corner of the development. The proposed detention pond shall meet the current Moscow Stormwater Runoff Control Standards.
18. The subject property is part of Indian Hills 8th Subdivision, which the parkland dedication has already been satisfied via Harvest Park. Therefore, no further dedication is required for this proposed subdivision.
19. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on May 23, 2019 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The preliminary plat is consistent with all city requirement including minimum lot area, minimum lot width, street standards, stormwater detention standards, public utilities, and parkland dedication.
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the uses and densities designated within the 2019 Comprehensive Plan land use designation of High-Density Residential (HD-R).
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The Public Works Department has determined that the existing water and sewer systems have adequate capacity to serve the proposed subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides a diverse range of housing types and is consistent with the Comprehensive Plan. The proposal will not be detrimental to the public health, safety, and general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the one point four-nine acre (1.49) acre parcel of land located at 1924 Nursery Street with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 19th day of August, 2019.



Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 19, 2019

7:00 PM

**Council Chambers
206 E. Third St.**

The meeting was called to order at 7:00 p.m.

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

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Sarah Banks, Tyson Berrett, James Fry, Mike Ray, Tyler Palmer, Jesse Flowers, Dwight Curtis, Jen Pfiffner, Julie Fry, Laurie M. Hopkins, and numerous Police Department employees.

PLEDGE OF ALLEGIANCE

Brandy led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 5, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Disbursement Report July 2019 - Sarah Banks

Accounts Payable Report for the month ending July 2019. This was reviewed and signed by the Public Works/Finance Committee on August 12, 2019 and recommended for approval.

ACTION: Approve the Disbursements Report for the month of July, 2019.

C. Beer/Wine Garden for Vandal Town Block Party – Amanda Argona

The City of Moscow in partnership with the University of Idaho and Moscow Chamber of Commerce, is hosting the annual Vandal Town Block Party September 5, 2019 in downtown Moscow. The event will welcome back students while celebrating our important community partnerships. The block party is held on Main Street and features live music, games, and local vendors. The Vandal Town Block Party has included a beer garden in year's past and would like to include that amenity in the 2019 event. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration. This was reviewed by the Public Works/Finance Committee on August 12, 2019 and recommended for approval.

ACTION: Approve the resolution allowing the designated beer/wine garden during the 2019 Vandal Town Block Party.

D. Sixth Street Bridge Repair and Grant Funding Request – Alisa Anderson / Bill Belknap

On April 9, 2019, Moscow experienced a flash flood event which damaged infrastructure throughout the City. On April 10, 2019, Mayor Lambert made a local disaster emergency declaration because of the heavy rains that caused severe flooding throughout the City. The declaration provides for implementation of recovery aspects in local disaster emergency plans to authorize the furnishing of aid and assistance. On June 12, 2019, President Trump approved a Major Disaster Declaration for Idaho which included Latah County. This action makes federal funding available to local government entities on a cost-share basis for emergency work and repair or replacement of facilities.

Most of the flood damage occurred on the east side of Moscow, along the Mountain View Road corridor from “F” Street to White Avenue, greatly impacting neighborhoods located along Paradise Creek. The bridge located near the intersection of Mountain View Road and Sixth Street referred to as the “Sixth Street Bridge” was damaged in the April flood event. The Sixth Street fill slope, guardrail, and asphalt edge above the Paradise Creek culverts experienced erosion and displacement, which has reduced the existing travel lane width and created a hazard for the traveling public. To maintain traffic flow and public safety on the bridge, the Street Department is completing temporary repairs including replacing a portion of the existing fill and asphalt, then place jersey barriers along the damaged guardrails until a permanent solution is determined.

Staff has been working with the Idaho Department of Emergency Management (IOEM) and Federal Emergency Management Association (FEMA) to document expenses incurred and local resources used during the event to receive state and federal assistance for recovery reimbursement. On April 30, 2019, staff received communication from IOEM stating FEMA does not pay for permanent repair of roads that are classified as Major Collectors/Federal Aid Routes. Per the Idaho Transportation Department classification Sixth Street including the bridge is classified as a Major Collector and as a result FEMA will not assist with repair or replacement. After receiving this communication staff began seeking other funding sources and determined the City is eligible for Idaho Department of Commerce (IDOC), Idaho Community Development Block Grant (ICDBG) Post Disaster Assistance funding to repair and/or replace the Sixth Street Bridge. The maximum grant award under this category is \$100,000. Staff also estimates reimbursements from FEMA and other funding sources of approximately \$69,000 for expenses incurred during the flood as described in the FY20 Capital Project Budget.

Staff is proposing to extend the culverts to a new headwall or slope paving to mitigate erosion potential and to provide adequate separation between the travel lanes and culvert ends and to continue sidewalk across Paradise Creek to provide pedestrian connectivity on both sides of Sixth Street. Staff is in discussion with JUB Engineers Inc. to prepare a Topographic Survey and Base Map and Alternatives Analysis to determine the best method for repair and/or replacement of the existing bridge.

At this time Staff would like to submit an ICDBG Post Disaster Assistance grant application for \$100,000 to the IDOC to begin accumulation of funding for repair of the bridge.

This item was reviewed by the Public Works/Finance Committee on August 12, 2019 and recommended for approval.

ACTION: Authorize staff to submit the grant application to the IDOC under the ICDBG Program for Post Disaster Assistance for \$100,000 to repair or replace the Sixth Street Bridge.

Bonzo moved and Taruscio seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Riedner stated James Fry was appointed to the Governors opioid task force and attended the first meeting last week. Fry said there are approximately 20 members ranging from police officers, doctors and pharmacists. The task force will be reviewing policies and advising on what can be done to stop the crisis statewide.

Mayor Lambert said he wanted to recognize Gary Riedner for the Pillar of the Community Award from the Idaho Municipal Attorney's Association. Riedner said he became City Attorney in 1995, enjoys the Association and is honored.

3. Mayors Appointments (ACTION ITEM)

Mayor Lambert put forward the appointments of Nancy Tribble to the Moscow Urban Renewal Agency and Kristin Haltinner to the Sustainable Environment Commission. Bettge moved and Zabala seconded approval of both appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Tribble said she wants to be a positive influence and thanked them for the appointment.

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

None offered.

5. Public Hearing: Paradise View Addition Preliminary Subdivision Plat (ACTION ITEM) - Mike Ray

Nils Peterson with the Moscow Affordable Housing Trust is proposing to subdivide a 1.49 acre parcel located at 1924 Nursery Street to create seventeen parcels ranging from 1,806 square feet to 5,002 square feet in size, referred to as the Paradise View Addition. The proposal includes twelve twinhome lots, four townhouse lots, and one single family dwelling lot. Also part of the proposed development is a stormwater detention pond parcel located in the southeast corner. The Planning and Zoning Commission conducted a public hearing for the proposed Preliminary Subdivision Plat on June 26, 2019, and recommended approval with no conditions. ~~This item was reviewed by the Public Works/Finance Committee on August 12, 2019.~~

PROPOSED ACTIONS: Conduct the public hearing upon the proposed preliminary plat and upon consideration of any testimony presented, approve the preliminary plat request and adopt the Planning and Zoning Commission reasoned statement of relevant criteria and standards; or approve the preliminary plat request with conditions and direct Staff to prepare a reasoned statement of relevant criteria and standards; or deny the preliminary plat request and direct Staff to prepare a reasoned statement of relevant criteria and standards; or take other action as deemed appropriate.

Ray introduced the item by describing the neighborhood including the Comprehensive Plan designation, zoning and infrastructure. There is the appropriate fire access in the alley with the hammer head configuration and there will be no parking within the alley area. Townhomes on the west side with access from Nursery Street.

Mayor Lambert opened the public hearing at 7:19 p.m.

Nils Peterson, applicant, spoke on affordable housing and land trusts. He feels the subdivision will not be detrimental to the public health, safety or general welfare of the public because smaller houses lower the carbon footprint and the alley design eliminates conflict between driveways on streets. He also feels there are many positives to this plat including creating more workforce-priced housing options, homeownership to recruit and retain a workforce, and enhancing the public street façade.

Mayor Lambert closed the hearing at 7:38 p.m.

Bettge moved and Boland seconded to approve the preliminary plat and adopt the Planning and Zoning Commission Relevant Criteria and Standards. Zabala recused herself from the vote. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. City of Moscow's FY2020 Annual Budget and Foregone (ACTION ITEM) - Gary J. Riedner

At the City Council meeting on August 5, 2019, Staff presented the proposed City of Moscow FY2020 balanced budget in the amount of \$101,447,045, which had previously been considered by the City Council at their workshops held July 8 and 15, 2019. Increases in property taxes from FY2019 include the following: 3% allowable annual increase (\$172,695), foregone taxing authority (\$200,000), new construction (\$131,276), and amortization of the voter-approved general obligation bond (\$1,100,000). City Council held the public hearing on August 5, 2019 and after the public hearing was closed, the Council voted to consider the Annual Appropriations Ordinance on first reading and that the matter be scheduled for further consideration at the City Council meeting to be held on August 19, 2019. Included for City Council consideration is the FY2020 Annual Appropriation Ordinance, a Resolution to use forgone levying authority and the L2 property tax certification in the aggregate amount of \$7,270,329.

PROPOSED ACTIONS: A. Approve the ordinance under suspension of the rules requiring two additional complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on second reading and that it be read by title; or reject the Ordinance; or take other such other action deemed appropriate; and B. Approve the Resolution authorizing levy of \$200,000 of foregone tax authority, or reject the Resolution; and C. Authorize the Mayor's execution of the L2 property tax certification in the aggregate amount of \$7,270,329; or take other such action deemed appropriate.

Riedner briefly discussed the budget process and described the FY2020 proposed property tax adjustments. The 3% increase of \$172,695 and the \$200,000 of foregone taxes results in \$27.00 per \$100,000 of assessed valuation above the Homeowner's Exemption. The general obligation bond will levy \$0.80 per \$1,000 assessed valuation.

Mayor Lambert asked for public comment.

Victoria Seever, Moscow, supports creating a system that enhances productivity and generates a fair

wage. The passing of the bond should not belittle or diminish police salaries. Putting off half the salaries until next year cannot be guaranteed as other issues could come up. She feels the City should support education for the officers.

Joel Cohen, Moscow, said he is in favor of using the foregone for police salaries. His taxes are going up tremendously but

Win Green, Moscow, said he is in favor of the proposed raise in pay as it is way overdue. Council takes their fiduciary job seriously and he thanked them for it.

Hannah Struble, Moscow, is in favor of the proposed increase in tax for officer pay. There are a number of police officer families do not live in the city limits. With increase pay comes an personal interest for the community as a whole. There have been minimal numbers for each shift. Because of that there is more reactive police work, rather than proactive.

Boland said the Council looked very hard to find a way not to raise taxes. Even with 3%, the City can't keep up with inflation and services. For a \$250,000, taxes would raise \$27.00 annually. With the bond rating interest coming in lower, he thinks the budget should be approved as presented. Sullivan said it was important to exhaust all possible options. The latest update from the assessors with the valuation and how it will impact the levy is even lower. She likes the idea of retaining the foregone for something emergent but is more inclined to pass the budget as proposed. Bonzo feels it is important for public servants to be paid their worth and is something the City has to do. Zabala is happy the Council dug in and reviewed the budget thoroughly. With talk of a recession, she is hesitant to pull from the foregone amount. Bettge feels \$27.00 a year for recruitment of police is money well spent. Employee salaries are the biggest expense in a budget. If retraining can be avoided, the foregone is money well spent. Taruscio agrees the Council did a very good job of reviewing the budget. Past Councils have done a great job of responsible use of tax dollars.

Taruscio moved and Bettge seconded to approve the ordinance under suspension of the rules requiring two additional complete and separate readings and that it be read by title and published by summary. Sullivan pointed out the decrease on the bond rate is coming in lower than tax payers were expecting. Roll Call Vote: Ayes: Five (5). Nays: (Zabala). Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2019-09:

AN ORDINANCE ENTITLED "ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING ONE HUNDRED ONE MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND FORTY-FIVE DOLLARS (\$101,447,045) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2020 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2019, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2020, AND ALLOTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF SEVEN MILLION THREE HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$7,360,470) FOR THE 2020 FISCAL YEAR; 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.

Bonzo moved to approve the resolution authorizing levy of \$200,000 of foregone tax authority. Taruscio seconded. Roll Call Vote: Ayes: Five (5). Nays: (Zabala). Abstentions: None. Motion carried.

Bonzo moved to approve the L-2. Bettge seconded. Roll Call Vote: Ayes: Five (5). Nays: (Zabala). Abstentions: None. Motion carried.

REPORTS

City Council

Planning and Zoning Commission - Sullivan reported the Commission is discussing minimum lot size for accessory dwelling units and conditional use permits.

Moscow Tree Commission - Taruscio said they approved goals for next year.

Fair and Affordable Housing Commission - Bonzo said the Commission is planning the housing fair, a training event and bike week.

Historic Preservation Commission - Boland reported they are working on a historic marker for Highway 95 and the Orchid awards.

1912 Center Development - Boland said they are working on plans for the second floor which should be updated in September;

Moscow Arts Commission - Bettge reported the Commission is developing their citizen survey questions; third street gallery new exhibit.

Moscow Urban Renewal Agency - Bettge said the Agency passed their budget; project updates were discussed.

Palouse Knowledge Corridor - Bettge said the group is working on new bylaws and documents to refocus to university technology in development; bootcamp will take hiatus.

Palouse Basin Aquifer Committee - Zabala said they discussed possible funding source with IDWR, want to switch from research to action oriented; move forward with LEAP; RFP for project manager;

Moscow Transportation Commission - Zabala said the Commission discussed the two way bike lane options;

Mayor

Mayor Lambert said the Mayors Youth Advisory Council met and they are recruiting for the new year; he hosted the annual golf tournament; and spoke on other events.

Staff

Riedner reminded the Council of miscellaneous meetings.

ADJOURN

The meeting adjourned at 8:26 p.m.

Bill Lambert

Bill Lambert, Mayor

ATTEST:

Laune M. Hopkins

Laune M. Hopkins, City Clerk



CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This agreement was not reviewed by Public Works/Finance Committee as the meeting on April 27, 2020 was cancelled.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Paradise View Addition Development Agreement (ACTION ITEM) - Bob Buvel

DESCRIPTION

Nils Peterson, on behalf of Moscow Affordable Housing Trust, has submitted to the City a final plat for the development of the property at 1924 Nursery Street. On August 19, 2019 The City Council approved the preliminary plat for this property. The final plat is titled Paradise View Addition and will be presented for City Council approval on May 4th. 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.

STAFF RECOMMENDATION

Approve the Development Agreement with Moscow Affordable Housing Trust for Paradise View Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Development Agreement with Moscow Affordable Housing Trust for Paradise View Addition, or take such other action deemed appropriate.

FISCAL IMPACT

n/a

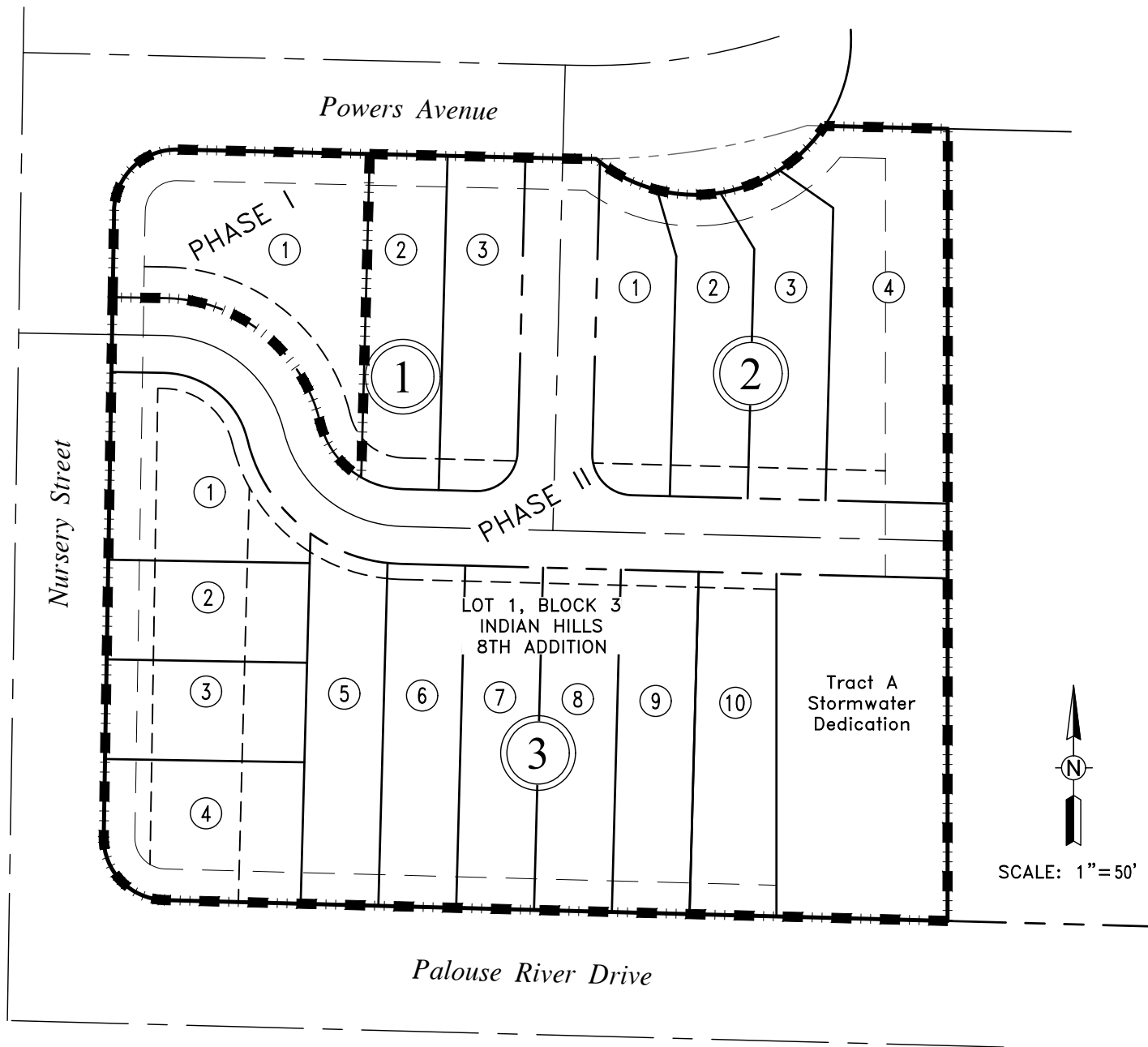
PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Paradise View Phasing Plan
2. DEVELOPMENT AGREEMENT-Paradise View

F:\4145 INDIAN HILLS-PALOUSE RIVER DR AFFORDABLE HOUSING\4145-ACAD\4145 PHASING PLAN.DWG 4/20/2020 9:30 AM



Hedge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8738
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520

PRELIMINARY
NOT FOR
CONSTRUCTION

Paradise View Addition to the City of Moscow
Phasing Plan
Moscow Affordable Housing Trust
Section 17, T39N, R5W, BM
Latah County, Idaho

Drafted By:	SW
File Name:	4145 Phasing Plan.dwg
Checked By:	
Revisions:	
Project:	4145-05-19
Date:	4/20/2020

**DEVELOPMENT AGREEMENT
BETWEEN MOSCOW AFFORDABLE HOUSING
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN MOSCOW AFFORDABLE HOUSING AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2020, by and between Moscow Affordable Housing, whose address is 510 Palouse River Dr., Moscow, ID 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Paradise View Addition subdivision to the City of Moscow, Latah County, Idaho; and

WHEREAS, DEVELOPER understands that improvements required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the subdivision development on the ability of CITY to deliver services, without compromising quality of such service delivery to current City residents, or without imposing substantial additional costs upon current City residents to accommodate the proposed subdivision; and

WHEREAS, CITY desires to ensure that public improvements, consisting of water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices, and sidewalks are constructed; and

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to the Moscow City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this Agreement; and

WHEREAS, DEVELOPER enters into this Agreement of DEVELOPER’s own free will and accord, without coercion, without inducement, and at DEVELOPER’s request; and

WHEREAS, DEVELOPER has read this Agreement, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this Agreement and prior to signing it;

NOW, THEREFORE, DEVELOPER and CITY hereby agree as follows:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Paradise Addition subdivision within the City of Moscow, Latah County, Idaho, more particularly described as follows:

A parcel of land situated in the S1/2 of the SW1/2 of Section 17, T39N, R5W, Boise Meridian, being a portion of Lot 1, Block 3 of Indian Hills 8th Addition to the City of Moscow, Instrument #252967, Latah County, State of Idaho and more particularly described as follows:

Beginning at the southeast corner of Lot 1 Block 3 of Indian Hills 8th Addition to the City of Moscow, on the north right-of-way of Palouse River Drive;

Thence along the south line of said Lot 1 and said north right-of-way N88°28'20"W, 251.67 feet;

Thence, 32.21 feet along a curve to the right, said curve having a Delta = 89°28'59", Radius = 20.00 feet, Chord = 28.14 feet and a Chord Bearing = N 43°45'50"W to the west line of said Lot 3 and the east line of Nursery Street;

Thence, along said west line and said east right-of-way N0°56'39"E, 201.03 feet;

Thence 31.55 feet along a curve to the right, said curve having a Delta = 90°22'43", Radius = 20.00 feet and a Chord = 28.38 and a Chord Bearing = N46°08'01"E to the north line of said Lot 1 and the south right-of-way line of Powers Avenue;

Thence along said north line and said south right-of-way the following two courses:

Thence S88°40'38"E 127.48 feet;

Thence 6.89 feet along a curve to the left, said curve having a Delta = 1°43'00", Radius 230.00 feet, Chord = 6.89 feet and a Chord Bearing = S89°32'47"E to the west corner of right-of-way Deed of Dedication, Instrument #594029;

Thence leaving said north line and said south right-of-way, along the south line of said Deed of Dedication 83.61 feet, along a curve to left, said curve having a Delta = 95°48'43", Radius = 50.00 feet Chord = 74.20 feet and a Chord Bearing = N81°46'43"E to the north line of Lot 1, Block 3 of Indian Hills 8th Addition;

Thence along said north line S88°37'52"E 39.59 feet to the northeast corner of said Lot 1;

Thence along the east line of said Lot 1, S0°01'10"W, 254 feet to the Point of Beginning.

Parcel Contains 1.49 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5,

including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

This Agreement shall remain in full force and effect in accordance with all of its terms and conditions as follows:

- A. Until all public improvements have been completed and accepted by CITY; and
- B. Until the warranty period for public improvements has expired; and
- C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and

- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the City Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such

building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

Parkland dedication for this parcel was satisfied with the development of the Indian Hills Eighth Addition to the City of Moscow.

X. PHASING.

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in two Phases. The two (2) Phases are shown on the attached Phasing Plan. No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed to in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

XI. AS-CONSTRUCTED DRAWINGS.

DEVELOPER agrees to furnish, prior to acceptance by CITY of the public improvements as required herein, one (1) set of complete, mylar, final as-constructed drawings for the public improvements described herein, unless such requirement is waived by the City Engineer.

XII. FAILURE TO COMPLY.

DEVELOPER agrees to pay all expenses incurred by CITY in enforcing this Agreement.

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

This Agreement shall be binding upon the heirs, executors, administrators, and assignees of the Parties, and subsequent purchasers of and/or within the property described herein.

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

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

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER

Moscow Affordable Housing Trust, Inc.
510 W Palouse River Dr.
Moscow, ID 83843
Phone: (509) 336-1664

CITY

City of Moscow, Idaho
Bill Lambert, Mayor
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into it knowingly, voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

DEVELOPER:

Moscow Affordable Housing Trust, Inc.

CITY:

City of Moscow, Idaho

Nils Peterson, Executive Director

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)

) ss:

COUNTY OF _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary in and for said State, personally appeared Nils Peterson known to me to be the owner of the affected property.

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

(seal)

NOTARY PUBLIC _____

Residing at _____

My Commission _____

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This item was not reviewed by Public Works / Finance Committee as the April 27th, 2020 meeting was cancelled.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Paradise View Addition Monumentation Agreement (ACTION ITEM) - Bob Buvel

DESCRIPTION

Moscow Affordable Housing Trust is the property owner and developer of the proposed Paradise View Addition on the lot currently addressed as 1924 Nursery Street. The subdivision has received preliminary plat approval and the final plat is being presented for City Council consideration at the May 4, 2020 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.

STAFF RECOMMENDATION

Approve the monumentation agreement with Moscow Affordable Housing Trust for Paradise View Addition.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the monumentation agreement with Moscow Affordable Housing Trust for Paradise View Addition; or take such other action deemed appropriate.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. MonumentationAgreement Paradise View_final

**MONUMENTATION AGREEMENT
BETWEEN MOSCOW AFFORDABLE HOUSING TRUST AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2020 by and between Moscow Affordable Housing Trust, whose current address is 510 Palouse River Dr., Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Paradise View Addition to the City of Moscow; and

WHEREAS, DEVELOPER has not, at this time, set interior monuments as required by Idaho Code Section 50-1303; and

WHEREAS, DEVELOPER desires to record the final plat of Paradise View Addition to the City of Moscow; and

WHEREAS, Idaho Code Sections 50-1331 through 50-1333 allow the setting of interior monuments for subdivisions following the recording of the final plat; and

WHEREAS, the Parties mutually desire to ensure that such monuments be installed;

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. PROPERTY AFFECTED. Property which is subject to this Agreement is described as Paradise View Addition to the City of Moscow (hereinafter "SUBDIVISION"), as shown by the plat herein incorporated by reference.
2. PROFESSIONAL LAND SURVEYOR. For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "SURVEYOR") for the platting of SUBDIVISION is Duane Priest, Idaho LS No.6449, of Rim Rock Consulting in Moscow, Idaho.
3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION. Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of SUBDIVISION if:
 - A. The exterior monuments have been set;
 - B. The SUBDIVISION plat includes a certification by SURVEYOR that the interior monuments for SUBDIVISION shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be

referenced on the SUBDIVISION plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the SUBDIVISION plat is recorded or as otherwise specified by written agreement with CITY; and

- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for SUBDIVISION. The estimated cost of performing such work will be determined by the SURVEYOR.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the SUBDIVISION, as required by Idaho law;
 - B. To have the interior monuments set by SURVEYOR, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the SUBDIVISION plat; and
 - D. To furnish CITY with a cash deposit in the amount of Two Thousand Seven Hundred and Thirty Six Dollars (\$2,736), which is equal to the one hundred twenty percent (120%) of the Two Thousand Two Hundred and Eighty Dollars (\$2,280) estimated by SURVEYOR to set SUBDIVISION interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Two Thousand Seven Hundred and Thirty Six Dollars (\$2,736) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays SURVEYOR for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay SURVEYOR from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of SURVEYOR, or upon the failure of SURVEYOR to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, SURVEYOR may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay SURVEYOR from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the Parties, heirs, assigns and successors and interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first above written.

Developer:

City of Moscow:

Nils Peterson, Executive Director
Moscow Affordable Housing Trust, Inc.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, the undersigned, a Notary in and for said State, personally appeared Nils Peterson, owner of the affected property.

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

NOTARY PUBLIC for the State of _____
Residing at _____
My Commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer, Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Itani Park Pathway Phase II Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

DESCRIPTION

The 2020 City of Moscow Itani Park Pathway Phase II Project will install 200 feet of 6- foot wide pathway connecting Itani Park northward to Crestview Drive. This project consists of excavation, grading, curb and sidewalk replacement, sidewalk installation, storm drain installation, and associated work. The City sent an electronic bid solicitation to five contractors on April 16th, 2020 with an Engineer's estimate for the project of \$33,196.75.

Bids were opened on Friday, April 24, 2020. Two responsive bids were received with bids ranging from \$43,545.00 to \$62,438.00. Of those, Germer Construction of Moscow, Idaho submitted the low bid on the project of \$43,545.00. A complete bid tabulation is attached.

STAFF RECOMMENDATION

Accept the low Base Bid from Germer Construction, Inc., and award the contract in the amount of \$43,545.00, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from Germer Construction, Inc.--, and award the contract in the amount of \$43,545.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$4,354.50), or take such other action deemed appropriate.

FISCAL IMPACT

This project was programmed with the City's Capital Improvement Plan and FY2020 budget at an estimated expenditure of \$51,400. While the bid result is above the engineer's estimate, it is well below the programmed and budgeted expenditure. Funding for the project will be provided from the Parks Capital Improvements (350-165-30-770-73) budget.

PERSONNEL IMPACT

This project will be inspected and managed by City of Moscow Engineering Division personnel.

ATTACHMENTS

1. Itani Park Pathway Phase II Overview
2. Itani Park Pathway Phase II Project Bid Tabulation

3. Construction Agreement Itani Park Pathway Phase II FINAL

Crestview Drive

Proposed Sidewalk

Existing Playground



CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

SCALE: 1" = 20'

DATE: 3/6/2020

DRAWN BY: DL

CHECKED BY: NS

Itani Park Pathway Phase II
SW Installation Detail
Project No. 118-020

REVISIONS			
DATE	DRAWN BY	DESCRIPTION	CHECKED BY
JOB No.: 118-020			FILE NAME: ITANI PARK PATHWAY

SIGNED AND DATED

Original Signed By:
Brian Scott Bontrager

Date Original Signed:
04/10/2020

On File With:
City of Moscow

Engineering Division

Itani Park Pathway Phase II - 2020
Bids Opened 04/24/2020

Item No.	Item Description	Qty.	Unit	Engineers Estimate		Bid From: Germer Construction		Bid From: Knox Construction	
				Unit Price	Amount	Price	Total	Price	Total
1	Mobilization	1	LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
2	Excavation	56	CY	\$35.00	\$1,960.00	\$50.00	\$2,800.00	\$120.00	\$6,720.00
3a	Rem. And Disposal Rolled Curb Type "C"	6	LF	\$25.00	\$150.00	\$40.00	\$240.00	\$100.00	\$600.00
3b	Rem. And Disposal Concrete Sidwalk	5	SY	\$32.75	\$163.75	\$60.00	\$300.00	\$150.00	\$750.00
4	4-Inch Perforated Drain Pipe	305	LF	\$40.00	\$12,200.00	\$40.00	\$12,200.00	\$25.00	\$7,625.00
5	Concrete Rolled Curb Type "C"	6	LF	\$35.00	\$210.00	\$50.00	\$300.00	\$100.00	\$600.00
6	Construct Concrete Sidewalk	141	SY	\$65.00	\$9,165.00	\$100.00	\$14,100.00	\$80.00	\$11,280.00
7	Soft Spot Repair	35	S.Y.	\$20.00	\$705.00	\$60.00	\$2,100.00	\$52.00	\$1,820.00
8	Subgrade Seperation Geotextile	141	SY	\$3.00	\$423.00	\$5.00	\$705.00	\$43.00	\$6,063.00
9	3/4" (-) Comp. Aggr. Base	24	TON	\$30.00	\$720.00	\$50.00	\$1,200.00	\$145.00	\$3,480.00
10	Inlet Protection	1	EA	\$250.00	\$250.00	\$100.00	\$100.00	\$150.00	\$150.00
11	Silt Fence	150	LF	\$10.00	\$1,500.00	\$4.00	\$600.00	\$9.00	\$1,350.00
12	Straw Wattles	100	LF	\$5.00	\$500.00	\$4.00	\$400.00	\$5.00	\$500.00
13	Misc. Landscaping	1	LS	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
14	4- Inch Clean-Out	1	EA	\$500.00	\$1,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
				TOTAL	\$33,196.75	TOTAL	\$43,545.00	TOTAL	\$62,438.00

**CONSTRUCTION AGREEMENT
FOR ITANI PARK PATHWAY PHASE II
BETWEEN CITY OF MOSCOW, IDAHO
AND GERMER CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR ITANI PARK PATHWAY PHASE II BETWEEN CITY OF MOSCOW, IDAHO AND GERMER CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2020, 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 Germer Construction, Inc., PO Box 10003, Moscow, Idaho 83843 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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 six (6), and the following:

1. Advertisement for Bid Proposals;
2. Project Specifications titled: Itani Park Pathway Project Phase II
City of Moscow Project No. 118-020
3. Bid Proposal of CONTRACTOR, dated April 24, 2020, 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 Bid Proposals;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.
8. IDEQ Idaho Drinking Water State Revolving Fund (DWSRF) Specification Insert

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 Project Specifications.

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:

"Itani Park Pathway Phase II"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The Project to be performed pursuant to this Agreement shall start no earlier than May 11, 2020 and shall be substantially completed no later than September 4, 2020.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof as permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of Forty-Three Thousand Five Hundred Forty-Five and 0/100 Dollars (\$43,545.00) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's Bid Proposal amount of Forty-Three Thousand Five Hundred Forty-Five and 0/100 Dollars (\$43,545.00) unless otherwise authorized by CITY. Any Work additional to the current Agreement shall be compensated in accordance with pricing terms specified in Bid Proposal documents, and shall be agreed to by the Parties in writing. 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 Work 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 Project; or through use of unacceptable materials in constructing the Project; 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 CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR 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 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.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and 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, VENUE AND NONWAIVER

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. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**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. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all Work will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**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 addresses:

Contractor:

Germer Construction, Inc.
PO Box 10003
Moscow, Idaho 83843

City:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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 AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

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

CONTRACTOR

Germer Construction, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

On this ____ day of _____, 2020, 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 Germer Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer, Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Rotary Park Equipment Pad Bid Result and Contract Award (ACTION ITEM) - Nate Suhr

DESCRIPTION

The Rotary Park Equipment Pad - 2020 Project will prepare the southeast playground at Jim Lyle Rotary Park, located at the corner of "F" Street and Orchard Avenue for the installation of a new playground structure. The base bid for the project includes removal of plastic playground borders, excavation of existing playground site, the installation of a 62 x 42-foot concrete slab, and concrete pads for two park benches in Rotary Park. This project will also include the installation of 126 feet of ADA compliant sidewalk. An Additional Alternative bid item for the removal of the playground equipment is also included in the project scope. The City sent an electronic bid solicitation to five contractors on April 16, 2020. The Engineer's estimate for the Base Bid was \$59,548.00 and \$12,000 for the Add/Alternative Bid, for a total of \$71,548.00.

Bid opening for the project took place on April 24th, 2020. Two (2) responsive bids were received with Base Bids ranging from \$82,252.00 to \$83,380.00 and Add Alternate bids ranging from \$5,000 to \$6,000. Of the responsive bids received, the lowest responsive bid was submitted by Knox Concrete, LLC. with a Base Bid of \$82,252.00 and an Add Alternate bid of \$5,000. A complete Bid Tabulation is attached.

STAFF RECOMMENDATION

Accept the low Base Bid and reject the Add Alternate bid from Knox Concrete, LLC., and award the contract in the amount of \$82,252.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from Knox Concrete, LLC., and award the contract in the amount of \$82,252.00 for Base Bid only, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$8,225.20), or take such other action deemed appropriate.

FISCAL IMPACT

The Rotary Park playground replacement project was programmed within the City Capital Improvement

Plan and FY2020 budget at an estimated expenditure of \$141,000. \$61,000 is required for the selected playground equipment, safety surfacing and accessories, leaving \$80,000 for the concrete pad and sidewalk installation. The low bid is slightly above that amount, however Staff has identified potential cost savings through the removal of the temporary access road (\$7,335) which can be removed by change order after award that will bring the project below the overall project budget. Funding for the project will be provided from the Capital Improvements (350-165-30-770-76) budget.

PERSONNEL IMPACT

This project will be inspected and managed by City of Moscow Engineering Division personnel.

ATTACHMENTS

1. Rotary Park Equipment Pad Overview
2. Rotary Park Equipment Pad - Bid Tabulation
3. Construction Agreement Rotary Park Equipment Pad FINAL



	6-in Reinforced Concrete Pad	5-in Concrete Sidewalk	1 1/4" (-) Aggregate	Soft Spot Repair	Misc. Landscaping	Pedestrian Traffic Control	
	SY	SY	CY	SY	LS	L.S.	
	303.0	84.0	49.0	76.0	1.0	1.0	

SIGNED AND DATED

Original Signed By:
Brian Scott Bontrager

Date Original Signed:
04/16/2020

On File With:
City of Moscow
Engineering Division

CITY OF MOSCOW ENGINEERING DIVISION MOSCOW, IDAHO	SCALE: 1" = 30' DATE: 3/10/2020 DRAWN BY: N. SUHR CHK'D. BY: S. B. & D.S.	ROTARY PARK EQUIPMENT PAD - 2020 PATHWAY AND EQUIPMENT PAD PROJECT No. 119-020	REVISIONS			Job No.: 119-020 File Name: North Couplet Beautification.dwg
			DATE	DRAWN BY	DESCRIPTION	

**Rotary Park Equipment Pad - 2020
Bids Opened 4/24/2020**

				Engineers Estimate		Bid From: Knox Concrete		Bid From: Germer Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total
1	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
2A	Excavation	54	CY	\$36.00	\$1,944.00	\$90.00	\$4,860.00	\$50.00	\$2,700.00
2B	Excavation, Haul, and Disposal of Bark	104	CY	\$25.00	\$2,600.00	\$48.00	\$4,992.00	\$30.00	\$3,120.00
2C	Excavation, Stockpile, and Placement of Topsoil	20	Cy	\$15.00	\$300.00	\$40.00	\$800.00	\$100.00	\$2,000.00
3	Remove / Dispose of Concrete Sidewalk	77	SY	\$36.00	\$2,772.00	\$45.00	\$3,465.00	\$40.00	\$3,080.00
4	Six-Inch Thick Reinforced Concrete Slab	303	SY	\$75.00	\$22,725.00	\$80.00	\$24,240.00	\$100.00	\$30,300.00
5	Five-Inch Thick Concrete Sidewalk	84	SY	\$65.00	\$5,460.00	\$65.00	\$5,460.00	\$120.00	\$10,080.00
6	1 ¼" (-) Crushed Rock Base	49	CY	\$28.00	\$1,372.00	\$85.00	\$4,165.00	\$50.00	\$2,450.00
7	Soft Spot Repair	76	SY	\$30.00	\$2,280.00	\$35.00	\$2,660.00	\$60.00	\$4,560.00
8	Inlet Protection	1	EA	\$500.00	\$500.00	\$150.00	\$150.00	\$100.00	\$100.00
9	Stabilized Construction Entrance	1	LS	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
10	12' Gravel Access Road Installation & Removal	163	SY	\$15.00	\$2,445.00	\$45.00	\$7,335.00	\$30.00	\$4,890.00
11	4' Orange Construction Fence	350	LF	\$5.00	\$1,750.00	\$3.50	\$1,225.00	\$2.00	\$700.00
12	Silt Fence	80	LF	\$5.00	\$400.00	\$10.00	\$800.00	\$5.00	\$400.00
13	Misc. Landscaping	1	LS	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
14	Pedestrian Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$300.00	\$300.00	\$1,500.00	\$1,500.00
				TOTAL	\$58,548.00	TOTAL	\$82,252.00	TOTAL	\$83,380.00
	Materials Testing	4	TEST	\$250.00	\$1,000.00				

Additional Alternative

15	Rem. And Disposal Playground Equipment	1	LS	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
				TOTAL	\$71,548.00	TOTAL	\$88,252.00	TOTAL	\$90,380.00

**CONSTRUCTION AGREEMENT
FOR ROTARY PARK EQUIPMENT PAD - 2020
BETWEEN CITY OF MOSCOW, IDAHO
AND KNOX CONCRETE, LLC.**

THIS CONSTRUCTION AGREEMENT FOR ROTARY PARK EQUIPMENT PAD – 2020 BETWEEN CITY OF MOSCOW, IDAHO AND KNOX CONCRETE, LLC. (hereinafter "Agreement"), dated this ____ day of _____, 2020, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 3843 (hereinafter "CITY"), and Knox Concrete, LLC. 913 Snake River Avenue, Lewiston, Idaho 83501 (hereinafter "CONTRACTOR");

W I T N E S S E T H :

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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 six (6), and the following:

1. Advertisement for Bid Proposals;
2. Project Specifications titled: Rotary Park Equipment Pad - 2020
City of Moscow Project No. 119-020
3. Bid Proposal of CONTRACTOR, dated April 24, 2020, 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 Bid Proposals;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.
8. IDEQ Idaho Drinking Water State Revolving Fund (DWSRF) Specification Insert

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 Project Specifications.

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:

"Rotary Park Equipment Pad - 2020"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The Project to be performed pursuant to this Agreement shall start no earlier than May 5, 2020 and shall be substantially completed no later than September 4, 2020.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof as permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of Eighty-Two Thousand Two Hundred Fifty-Two and 00/100 Dollars (\$82,252.00) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Eighty-Two Thousand Two Hundred Fifty-Two and 00/100 Dollars (\$82,252.00) unless otherwise authorized by CITY. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. 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 Work 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 Project; or through use of unacceptable materials in constructing the Project; 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 CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR 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 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.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the Work under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the Work hereunder, and 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, VENUE AND NONWAIVER

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. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**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. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all Work will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**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 addresses:

Contractor:

Knox Concrete, LLC.
913 Snake River Avenue
Lewiston, Idaho 83501

City:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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 AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

**ARTICLE 18.
EXECUTION**

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

CONTRACTOR

Knox Concrete, LLC.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2020, 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 Knox Concrete, LLC.

(seal)

Notary Public residing at: _____
My commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Tyler Palmer/Kyle Steele

REVIEWED BY

None

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Ordinance Amending Title 5, Chapter 4 Moscow City Code Regarding Water Regulations (ACTION ITEM) - Tyler Palmer / Kyle Steele

DESCRIPTION

Moscow City Code Title 5, Chapter 4 (Water Regulations) specifies a number of provisions concerning the supply of water to each residence and business that connects to the water system. These proposed changes help provide clarity and flexibility for property owners when determining water meter requirements for remodels and development. Under the proposed update, City staff will be able to work with property owners to determine the best metering approach for a property, rather than requiring distinct meters for spaces where it may not be necessary.

The proposed update provides a clear policy concerning connections to the City's public drinking water system and requirements for installation to water meters. Also included in this update are classifications of use and specific installations, an option for relocation and abandonment, up-sizing and down-sizing, and temporary suspension.

STAFF RECOMMENDATION

Approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading; or reject the Ordinance; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Title 05 Chapter 04_With Whereas_mb_tfk(2)mb_KS_mb

ORDINANCE NO. 2020 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 5, CHAPTER 4, RELATING TO WATER REGULATIONS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, City owns and operates a Public Drinking Water System, including mains, pipes, and structures through which water is obtained and distributed, including wells and well structures, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing water for drinking or general domestic use; and

WHEREAS, City needs a reliable and consistent method to measure water provided by the water system to properties within the City; and

WHEREAS, Council understands the necessity to have a clear policy concerning water meters; and

WHEREAS, Council understand the need to protect the interests of the citizens and City as a water purveyor;

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

SECTION 1: That Moscow City Code Title 5, Chapter 4 be amended as follows:

...

Sec. 4-2. Water Distributed Through Meters.

—A. All water acquired from the City of Moscow Public Drinking Water System must be metered except:

1. Water use required for system maintenance.
2. Water use for firefighting purposes.

B. Each residence and business establishment to which water is supplied by the City, whether inside or outside of the City, must have a separate meter connection directly to the main, excepting however, those portions of buildings used principally for offices or apartments where the property owner furnishes the water supplied to the tenants, or as described below.

C. All meters shall be located outside the premises and within a City of Moscow right-of-way or easement. Internal meters will only be allowed where an external meter is not possible. Meters shall be installed in accordance with current City of Moscow Standard Construction Drawings.

- D. The City of Moscow will provide sufficient water to maintain system pressure, consistent with IDAPA 58.01.08, measured at the service connection or along the property line adjacent to the consumer's premises.
- E. Installation of a new service line and meter from an existing fire line is not permissible.
- F. For any existing service line and meter off a fire line, the City is only responsible for the maintenance and repair of the meter. When significant improvement occurs that require the moving, removing or extending of the sprinkler system, compliance with all applicable codes will be required.
- G. The City of Moscow will not read or maintain private water meters.
- H. All property owners upon whose premises water is consumed by the owners, by tenants or otherwise, must have a water meter to be furnished by the City at the expense of the property owner, installed in, at and upon the respective premises, and all City water used therein or upon said premises shall pass through and be measured by said water meter. In the event that any property owner shall refuse to allow such meter to be installed or refused to pay for the same, or refuse to pay for the metered water used, it shall be the duty of the City to forthwith discontinue the water from the premises of such property owner or the property.

Sec. 4-3. Meters Requirement Classifications and Installation Charge.

- A. Single-Family Residential (Detached single family and attached single family units where each unit is located upon a separate lot to allow for individual sale).
 - 1. Each individual property must have its own meter. Metered water lines may not be extended to serve another property.
 - 2. The water meter shall be installed in compliance with the current City of Moscow Standard Construction Drawings.
 - 3. Any property where multiple structures are served by a single water service will be required to come into compliance with current policy in the event that the property is divided. When a property is divided, the City of Moscow will allow the service lateral to be utilized for additional meters provided that pressure (60 psi minimum static pressure at point of lateral split) and flow requirements can be met, and the split meets all other requirements of the City of Moscow Standard Construction Drawings. In addition, the new meter must be able to be set within five (5) feet of the existing meter.
- B. Multi-Family Residential (Apartments, Duplexes, and Condominiums)
 - 1. Each building must have at least one (1) individual meter that does not take water from another metered line. Central metering of more than one building in an apartment complex under single ownership will be permitted as long as there is a dedicated service line to each building with a shutoff valve on each line.
- C. Commercial and Mixed-Use Buildings.
 - 1. Each building must have at least one (1) individual meter that does not take water from another metered line. Central metering of more than one building in a commercial complex under single ownership will be permitted as long as there is a dedicated service line to each building with a shutoff valve on each line.
 - a. When central metering is selected by the property owner, the highest applicable commercial use rate will be applied toward the sewer bill calculation. If a property owner desires distinct rates for different building uses, units must be metered separately.
- D. Public Use Buildings (e.g. government buildings, churches, schools, non-profits).

1. Each building must have at least one (1) individual meter that does not take water from another metered line. Central metering of more than one building in a public use complex under single ownership will be permitted as long as there is a dedicated service line to each building with a shutoff valve on each line.

a. When central metering is selected by the property owner, the highest applicable rate will be applied toward the sewer bill calculation. If a property owner desires distinct rates for different building uses, units must be metered separately.

E. Mobile/Manufactured Home Parks.

1. Mobile/Manufactured Home Parks whose water distribution system is not owned by the City of Moscow shall be centrally metered at the location where the private water distribution system attaches to the City of Moscow Public Drinking Water System.

F. Irrigation Meters.

1. Each individual property must have its own meter. Metered irrigation lines may not be extended to serve another property.

2. Irrigation meters shall follow installation requirements as laid out in the City of Moscow Standard Construction Drawings.

3. Applicable water general facilities charges and base rates will apply to irrigation meters.

G. Deduct Meters.

1. Deduct meters are not permissible. Each residence and business establishment to which water is supplied by the City, whether inside or outside of the City, must have a separate meter connection directly to the main, excepting however, those portions of buildings used principally for offices or apartments where the property owner furnishes the water supplied to the tenants.

H. Before a meter is installed, the property owner shall pay to the City the cost of said meter together with the cost of installation thereof as determined by the City.

...

Sec. 4-7. Maintenance, and Repair, Relocation, Abandonment, Upsizing and Downsizing of Meters.

A. Maintenance/Repair. The City will repair or replace all defective meters without cost to the property owner, except in those instances where the meter has been damaged by reason of the negligence of the water user, or intentional destruction or damage by the water user, or by reason of the defective condition of the plumbing on the premises of the water user, or by reason of the backing up of hot water from the premises of the water user.

B. Relocation. An owner may request relocation of a meter.

1. Relocation requests will be reviewed for feasibility by City staff.

2. A relocation greater than five (5) feet will require abandonment of the existing service line and the installation of a new service line.

3. All applicable installation and abandonment fees will apply.

C. Abandonment. An owner may request the abandonment of an existing water service.

1. Abandonment results in the removal of the meter and setter, and disconnection of the existing service line from the water main.

2. Abandonment requests will be subject to all applicable fees.

3. Reinstatement of an abandoned water service will require the property owner to establish a new connection (service line), with all applicable general facilities charges and connection fees.

- D. Upsizing. An owner may request to upsize a water service.
 - 1. Upsizing requests will be subject to applicable fees which may include; general facilities charges (commensurate with the increase in meter size), street cut, abandonment, and installation fees.
 - 2. The owner will receive credit for the existing meter installation in the amount corresponding to their existing meter size in the City of Moscow Fee Schedule for installation of service meters (existing service line to property).
- E. Downsizing. An owner may request to downsize a meter.
 - 1. Downsizing customers will receive credit for existing meter installation in the amount corresponding to their existing meter size in the City of Moscow Fee Schedule for installation of service meters (no existing service line to property) up to, but not exceeding, the total amount of costs associated with the downsizing.
 - 2. Once the meter is downsized, the established size for the service becomes the smaller size. Any future upsizing of the service will be subject to the regulations outlined in this code and by City policy.

Sec. 4-8. Unlawful to Waste Water and Suspension of Water Service.

- A. ———It shall be unlawful for any person to waste water or allow it to be wasted by imperfect or leaking stops, valves, pipes, closets, faucets or other fixtures, or to use water closets without self-closing valves, or to use water in violation of the Chapter regulating said use of water.
- B. ———If such waste of water continues after receiving notice from the City to make repairs and to desist from the waste of water, the City shall shut off the water supply from such premises until the necessary repairs have been made.
- C. An owner may request a temporary suspension of their water service. Suspension requests will be subject to all applicable fees. Monthly water base rates will continue to apply.

...

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 5 shall be in full force and effect.

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Monday, May 4, 2020



RESPONSIBLE STAFF

Gary Riedner, City Supervisor, Tyler Palmer,
Deputy Director - Operations

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2020 Water-Sewer Rate Study Discussion and Recommendation (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

As we have reported for the past year, staff has been working with FCS Group, the consultants who have conducted the last two utility rate studies for the City of Moscow. The last rate study was completed in 2013 and rates were implemented by the City Council based upon the conclusions of the rate study. We have been following the recommended rates for the past six years. The current rate study effort has been in the works for a couple of years, but was delayed for a period of time as we pursued the completion of updated Capital Improvement plans for the water and sewer utilities. We now have Capital Improvement Plans which are current and updated with cost elements reflective of today's market.

That Capital Improvement Plan, along with the departmental operations plans, Comprehensive Water System Plan, Comprehensive Sewer System Plan and the City's Facilities Plan, comprise the information upon which the financial needs of the utilities are based. These plans are analyzed and the rates (or fees) for services are recommended based upon those needs. The recommended rates are then presented to a Citizens' Rate Committee, a process that was utilized for the past two rate studies. The Citizens' Rate Committee reviews the proposed rates and justification, working with staff and the rate study consultants. Upon completion of this process, the proposed rates are forwarded to City Council for consideration and implementation in the upcoming budget year.

Although work on the rate study has been further hampered by the COVID-19 outbreak, we need to move the process forward so that we have recommended rates for the Council to implement in the FY2021 budget. We are prepared to empanel the Citizens' Rate Study Committee to conduct their review.

As Council knows, there has been dissatisfaction with the current business sewer rate structure, particularly with business classifications (and the difference in sewer rates among those business classes), particularly restaurants.

Staff and the consultants have worked to provide a more equitable system. Staff is also proposing a simplification of the eight current business classifications to three business classifications. The memo attached to your packet provides additional information regarding the business classifications process.

These are concepts that we would generally bring to City Council in a workshop setting. Since the

COVID-19 outbreak has resulted in social distancing and fewer public meetings, staff has put together a video explaining the proposal, which can be reviewed Council members, and which then can serve as a reference moving forward with our Citizens' Rate Study Committee. The link to that video is: <https://youtu.be/b8ohQJMAoN8>

Staff is seeking direction that the Council is comfortable with the proposed changes to business classifications in the sewer rate, so that we can proceed with presenting those changes to the Citizens' Rate Committee.

STAFF RECOMMENDATION

Authorize staff to proceed with the proposed changes to business classifications in the sewer rate and proceed with the Citizens' Rate Committee process.

PROPOSED ACTIONS

PROPOSED ACTIONS: Authorize staff to proceed with the proposed changes to business classifications in the sewer rate and proceed with the Citizens' Rate Committee process; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Memo - Sewer Rate Analysis and Recommendations

Memo

To: Gary Riedner, Moscow City Supervisor
Tyler Palmer, Deputy City Supervisor—Public Works and Services Group
From: Ty Thompson, Environmental Services Department Coordinator - Compliance
Date: April 30, 2020
Re: Sewer Rate Analysis and Recommendations

The current sewer rates in Moscow are based on recommendations from the second comprehensive Utility Rate Study completed in 2013. At that time, Moscow's eight commercial sewer rate classes were evaluated to determine if they generated sufficient revenue to cover the cost of operating, maintaining, and repair and replacement of the City's wastewater systems. The 2013 study revealed an existing annual rate deficiency of \$1.1 million in 2014, increasing to \$2.5 million by 2020. Rate adjustments were recommended and approved by the Moscow City Council at that time to cover this shortfall.

Moscow aims to match its sewer utility budget on a cost-of-service (COS) basis in line with Idaho Code, where utility fees cover the costs of operating the system and capital improvement projections. Revenue is generated from the combination of a base rate, which is a fixed monthly charge that ensures a stable revenue source, and a consumption rate, which is calculated based on the volume of wastewater contributed by the individual customer to the system. In evaluating COS for each commercial class, the 2013 study found that for several classes, most notably restaurants and other food service establishments, revenue was not meeting COS requirements. Food service establishments are significant because of the increased pollutant loading they generate, including high levels of Fat, Oil, and Grease (FOG). At that time, the total cost-of-service for restaurants was calculated at 3.91% of total, while revenue from the class only covered 2.33%. The class saw large increases in FYs 2014 and 2015 for both base and consumption rates, then at an annual rate applied uniformly to all classes. These adjustments have successfully brought revenues in line with the needs of the system.

The restaurant classification pays a base rate of \$309.92 and an additional \$6.96/100 cubic feet (ccf) consumption rate. While this current rate was calculated based on COS and capital funding needs, the structure leans heavy on base rate revenue. This puts extra burden on those restaurants that are contributing the least volume and loading to the conveyance and treatment systems. In order to increase equity among users, the base rate should be reduced and, if needed, consumption rates adjusted to account for actual wastewater contributions during the current rate study. Additionally, other users not currently included in the restaurant

class, such as mixed commercial use, coffee shops with food service, and supermarkets were evaluated for reclassification based on industry standard loading.

With the completion of the City's Capital Improvement Plan and the associated Comprehensive Sewer System Plan, staff began evaluating options for a simplification of Moscow's multi-tiered structure beginning in early 2019. They worked with FCS Group, the City's consultant for the 2020 rate study, to identify alternate rate structures that could still meet the needs of the sewer system, while assuring an equitable disbursement of the costs among the user and meeting the requirements specified our U.S. E.P.A. issued National Pollutant Discharge Elimination System, or NPDES permit. In order to achieve our goal of reaching a balance between revenue stability and equity, staff is recommending a fairly comprehensive update to the City's commercial rate structure. The first of these recommendations would be restructure the current eight-tier system down to a three-tier system: Commercial – Low, Commercial – Medium, and Commercial – High. This new classification system also shifts the rate structure to focus more heavily on consumption charges than on base rates. This will be particularly impactful in the Commercial – High class. It will result in lower monthly sewer bills for those with lower consumption and will better reflect a customer's actual loading on the system.

Additionally, staff has been examining the most effective way to assess and charge mixed-use customers, where multiple classes are present in a building served by a single meter. In order to further the goals of simplification, all future mixed-use accounts would be charged at the highest sewer use rate for all consumption. Some existing buildings with multiple commercial uses connected to a single meter may be extremely difficult to modify. For those existing customers, a weighted model will be used to estimate the contribution of each user class. Potential incentives for those who want to meter each use separately in order to achieve more accurate billing, may include allowing remote read meters to be installed inside of the building and waiving General Facilities Charges for a specified period of time. Staff anticipates that an appeals process will be established that will be available to any commercial account customer who feels their business has been miscategorized.

Modifying sewer billing rates can have significant impacts on both the business community and the City's Sewer Department. In order to encourage new investment in the community and to support Moscow's existing establishments, businesses will be assessed at sewer rates which ensure that equity is maintained between those generating similar levels of loading, and that those who contribute larger volumes are charged accordingly for the COS generated. Many establishments on the low end of water consumption will see significant financial relief, while those that contribute more to the system will bear a more proportionate amount of the cost of delivering services. This proposed structure will help us better meet the needs of our customers, without sacrificing our ability to responsibly maintain the utility system for all of Moscow's users.