

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 15, 2020

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public, but is subject to social distancing protocols as recommended in Governor Little's Stay Healthy Guidelines, so the number of attendees at any one time may be limited, and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Pursuant to the Governor's Proclamation relating to the conduct of public meetings during the COVID-19 crisis, the meeting will be broadcast. 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

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council June 1, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Approval of Moscow City Council May 18, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

C. Disbursement Report May 2020 - Sarah Banks

Staff will present the Accounts Payable Report for the month ending May 2020.

ACTION: Sign the Disbursements Report for the month of May 2020.

REGULAR AGENDA

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

3. 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 and all franchise and other utility providers were also provided notice. Due to the COVID-19 meeting restrictions, the hearing that was previously scheduled for the May 4 Council meeting was delayed until June 15 to allow public testimony and participation. All electronic comments received for the prior hearing date have been included within the packet.

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 both in person during the public hearing and 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.

4. Farmers Market Report - Amanda Argona

5. 2020 Artwalk Recommendation (ACTION ITEM) – Megan Cherry

Moscow Artwalk has a 16-year tradition in this community, and it is one of the favorite features of summer event programming. In late April, City staff chose to postpone Artwalk until September rather than canceling it altogether. This was based on a hope that virus conditions would shift in such a way that community celebrations like Artwalk would be possible. Since that time, virus infection rates and guidance from the Governor's office have pointed to the reality that continuing plans for Artwalk 2020 carries two risks: that public safety concerns may eventually force an event cancellation or that social distancing and other safety measures would require extensive and unappealing shifts to the event's identity. In light of the ongoing risks associated with COVID-19, the best approach would be to cancel the event for 2020. This recommendation is made with recognition for the special place this event holds in the community, and the Arts Department is dedicated to Artwalk's continuation into the future.

PROPOSED ACTIONS: Cancel Artwalk 2020 or take such other action deemed appropriate.

6. Haddock Building Purchase Agreement (ACTION ITEM) - Gary J. Riedner

On May 21, 2019, the City held a bond election to authorize the City to issue general obligation bonds to fund general governmental building improvements, including the construction of a new Police Services Facility, renovation of the existing Fourth Police Station on Fourth Street to office space, as well as minor repairs to the Mann Building adjacent to City Hall. Associated Architects was retained to prepare a preliminary building plan and cost estimate for the Fourth Street Building

remodel. The building renovation costs were estimated to cost approximately \$1.5 Million.

Recently, City Staff became aware that Gritman Medical Park, LLC was preparing to sell the Haddock Building located at 504 S. Washington Street. The Haddock Building was constructed in 1985 and includes 7,500 square feet of office space, 1,400 square feet of storage space within a partial basement, and 15 off-street parking spaces. Gritman has offered to sell the Haddock Building to the City for \$875,000. The cost of acquisition and renovation of the Haddock Building is estimated at \$1.3 Million as compared to \$1.5 Million for the renovation of the Fourth Street Building. In addition, the City Council could direct that the Fourth Street Building be sold, which would further reduce the acquisition and renovation expense. The property acquisition and renovation will be funded with a combination of bond proceeds as well as general fund capital accumulation and has been accommodated in the draft FY2021 budget. Staff is seeking Council approval of the purchase and sale agreement for the Haddock Building in the amount of \$875,000.

PROPOSED ACTIONS: Approve the Purchase and Sale Agreement to purchase the Haddock Building from Gritman Medical Park LLC in the amount of \$875,000; or take other such action deemed appropriate.

7. Whitcom Update - Gary J. Riedner

8. City COVID-19 Response Update - 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.

Moscow City Council



Regular Meeting ~Minutes~

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Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 1, 2020

7:00 PM

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

PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m. All those present for the meeting participated by video.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Tyler Palmer, Jen Pfiffner, Karen Johnston, Dwight Curtis, Laurie M. Hopkins

REGULAR AGENDA

1. Mask Moscow Report - Jen Pfiffner

Pfiffner said the Chamber of Commerce, UI and Gritman took a collaborative approach to how to promote wearing masks in the community. The idea is to safely reopen and stay open. There will be an article in the water billing newsletter and then promotion by social media starting June 4. A large poster was created by Appearances so that businesses, organizations and facilities may post in their locations. Sullivan stated Appearances also created a sign for businesses to post that says they are open and describes things they have put in place to keep customers and employees safe.

2. WRRF Facility Plan Study Task Order Agreement (ACTION ITEM) -Tyler Palmer

The City of Moscow has been requested by the Idaho Department of Environmental Quality (DEQ) to document a path forward toward temperature compliance with the City's National Pollutant Discharge Elimination System (NPDES) Wastewater Discharge Permit at the City's Water Reclamation and Reuse Facility (WRRF). As discussed at the Council meeting on May 18, 2020, staff submitted a plan to meet DEQ's request, which requires the City to conduct a Facility Plan Study (FPS) update. The current FPS was completed in 1998, and served as the basis for the last major upgrades to the WRRF, which replaced previous versions of treatment with the current Biological Nutrient Removal process in 2002, and effluent filtration in 2010. The FPS describes the overall system, including the collection system, the treatment systems, and the disposal systems. It is a comprehensive planning document for the existing infrastructure and includes the plan for the future of the systems, including upgrades and additions. The City has received a Final Scope of Services from JUB Engineering to conduct the FPS at a cost of \$272,100. The FPS is anticipated to evaluate three (3) temperature design alternatives to comply with the current permit limit.

PROPOSED ACTIONS: Authorize the City Supervisor to approve the task order to complete the Facility Plan Study, including the proposed funding proposal, or take other such action deemed appropriate.

Palmer introduced the item as written above. Staff has identified \$100,000 in the FY2020 to initiate the study and the FY2021 budget proposes the remainder to complete the study. The letter requested by

DEQ that was due June 1 was sent and they were happy with the plan. Bettge moved and Taruscio seconded to authorize the City Supervisor to approve the task order to complete the Facility Plan Study. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. 2020 Pool Season Recommendation (ACTION ITEM) - Dwight Curtis / Karen Johnston

With the 2020 pool season upon us along with COVID-19 issues, the decision whether or not to open the Hamilton-Lowe Aquatics Center (HLAC) is needed. In light of the uncertainty in our ability to ensure a safe aquatics center amid the dangers of infection and exposure caused by the COVID-19 virus, staff recommends not opening for the 2020 season. Sanitizing and ensuring social distancing is problematic at best. The North Idaho Public Health Department (NIPHD) acknowledged to the Parks and Recreation Director that it will be impossible to keep such a facility sanitized, and social distancing will be an issue. Staff also understand that there is considerable interest by the public to open the HLAC; even for a shortened season. If the Council's decision is open the facility, staff recommends opening no earlier than July 1st. At the point the City enters into Stage 4 of the Governor's Rebound Idaho Plan, the risks may/could be considerably less. Staff will follow the attached abbreviated opening plan in the attached memorandum from Parks and Recreation Director Dwight Curtis.

PROPOSED ACTIONS: Accept staff recommendation to not open the Hamilton-Lowe Aquatics Center for the 2020 season; or, if City Council direction is to open the Hamilton-Lowe Aquatics Center for the 2020 season, approve opening on July 1, 2020, utilizing the Plan described in the memo from the Parks and Recreation Director; or take other such action deemed appropriate.

Curtis introduced the item as written above and reviewing an opening plan (see attached presentation). Laflin suggested reducing the time spent in locker rooms by encouraging patrons come ready to swim; require masks in the locker room; guards should wear masks; close water fountains, and include passes so exchange of money is minimized. Taruscio reminded everyone the Governor's stages included suggestions, not requirements. She agrees the pool should open but how would everything be enforced when they are only suggestions. Riedner replied the pool is the City's facility and subject to whatever rules the Council and/or staff make for it. Someone not following the rules can be asked to leave. Bautista said she would anticipate being in stage 4 if the pool opens July 1 which most likely means different regulations. Any mandatory portion of the Governor's order can be enforced and guidelines can be deemed rules if the City feels it necessary. The City is trying to educate rather than enforce. Sullivan feels if these rules are what needs to happen to open and remain open, it needs to be very clearly communicated. The City needs to be flexible because things change. If the pool is opened and rules are battled every day, she feels it would be a failed experiment and would need to be closed. Bettge asked should someone contract the virus, what is the legal exposure. Riedner said as long as we have reasonable precautions in place, following the Governor's guidelines, there would not be any liability. Exposure is a concern as passes are purchased by citizens all over the region. Locker rooms would need to be open due to the number of toilets needed. Social distancing approach will be a bit difference as family groups do not have to socialize from each other, only six feet away from the next group. With education and reminders, staff thinks it will work. Money usage will be handled by wearing gloves and sanitizing. Staff will be cleaning and sanitizing as part of their job. Masks will be a challenge but patrons will be required to wear them when not in the water. The gray area is when patrons are wading in the water with no intent to actually swim.

Taruscio moved to open the pool on July 1, as set out with the safety protocols suggested by the Parks and Recreation Director. Laflin seconded.

Curtis confirmed concessions will be open. It is a revenue source that patrons rely on and if not available, they would bring their own coolers. Patrons will be counted as they come into the pool in order to monitor the number of patrons. There will also be a survey patrons can fill out to provide suggestions. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

4. Consideration of Resolution Allowing Temporary Business Extension into Main Street Right-of-Way (ACTION ITEM) - Gary J. Riedner

The Mayor and City Council have directed City staff to research and develop temporary program changes designed to provide some opportunities to eating and drinking establishments and merchants which are being directly impacted by the Social Distancing requirements imposed by Idaho's Stay Healthy Order and Idaho Rebounds Protocols. These discussions have revolved around the potential to allow temporary expanded use of the public rights-of-way for Sidewalk Cafés, which are regulated by Moscow City Code (MCC) Title 9, Chapter 12, as well as expediting the process for expansion of the boundaries of licensed serving areas for duly licensed alcoholic beverage service and consumption. The attached memo from the City Supervisor and additional reference materials provide a background of the process and a review of considerations in making changes to current regulations. Also attached is a draft Resolution for City Council consideration which allows for flexibility of Sidewalk Cafe regulations as the recovery from COVID-19 continues.

PROPOSED ACTIONS: Review the memo and other information provided and approve the proposed Resolution, or take such further action deemed appropriate.

Sullivan recused herself from the discussion and vote on this issue as she is a business owner downtown and does have a vested interest.

Riedner introduced the item as written above and explained details of the draft resolution for Council review that would allow temporary suspension of certain elements of the sidewalk cafe ordinance (see attached presentation). Prohibition of cafés in Friendship Square is not in the resolution at this time but can be added if the Council desires. Public Works will be reviewing the proposed expansion as it is in the ROW. Bettge said with the limited amount of people allowed and not promoting socialization, the free speech wall most likely won't be utilized, and with no entertainment, it does allow for cafés to expand into Friendship Square. Kelly is in favor of adding into the resolution expansion into Friendship Square. Taruscio is in support of the resolution, however not completely in favor of The Garden expanding. Riedner explained when the current sidewalk café ordinance was enacted, the council at the time felt they did not want only liquor in a cafe, which was the reason for requiring the restaurant. The way the ordinance reads, a bar could have a sidewalk café allowing only beer/wine within the café area. Bettge moved and Taruscio seconded to approve the proposed resolution. Laflin suggested the amendment to add the suspending of the Farmers Market restriction (Title 9, Chapter 12, Section 12-6.G). Bettge and Taruscio accepted the amendment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. The amendment to the resolution will be completed and sent to Council for review prior to the Mayor signing it.

5. City COVID-19 Response Update - Gary J. Riedner

Riedner said Idaho is in Stage 3 which allows gatherings of 50 people. Council leadership met and discussed in-person council meetings and committee/commission meetings. First timeline was to begin June 15 and a public hearing is scheduled for that day. The Council was poled for preference for in-person meeting versus Zoom meetings and result was approximately three and three. The Committee

meetings will reconvene July 13, 2020 and commission meetings resuming in August. Parks and Recreation Department continue to evaluate their programs and masks continue to be required in City facilities as well as employees if they are not able to social distance. Staff is still working on tracking COVID-19 time and expenses to be reimbursed. Staff is also looking into whether the City could provide masks to the public.

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(C) AND (F) - THE MEETING WILL NOT RECONVENE.

Laflin moved and Bettge seconded to adjourn to executive session at 9:17 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
June 1, 2020**

Present: Mayor Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Mia Bautista, City Attorney; Bill Belknap, Deputy City Supervisor

The executive session was called to order at 9:24 p.m.

Item discussed pursuant to I.C. 74-206(1)(C) and (F)

The executive session was adjourned at 9:41 p.m.

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Monday, May 18, 2020

7:00 PM

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

The meeting was called to order at 7:00 p.m. All those present for the meeting participated by video.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Evan Timar, Scott Bontrager, Nathan Suhr, Tyler Palmer, Amanda Argona, Alisa Anderson, Kyle Steele, Zack Ellis, Laurie M. Hopkins

OTHERS: Tony Bean, Pullman Moscow Regional Airport Manager

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Disbursement Report April 2020 - Sarah Banks

Presentation of the Accounts Payable Report for the month ending April 2020.

ACTION: Sign the Disbursements Report for the month of April 2020.

B. Approval of Moscow City Council April 28, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

C. Approval of Moscow City Council April 20, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

D. Approval of Moscow City Council April 30, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

E. Approval of Moscow City Council May 4, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

Bettge moved, Sullivan seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Resolution Allowing Pullman Moscow Regional Airport to Accept CARES Act Funds (ACTION ITEM) - Gary J. Riedner / Tony Bean

Tony Bean, the Executive Director of the Pullman-Moscow Regional Airport (PMRA) is requesting that the City Council adopt a Resolution allowing PMRA to accept federal Coronavirus Aid, Relief and Economic Security (CARES) funding. PMRA has been notified that CARES Act funding in the amount of \$18,129,792 has been designated for PMRA. The funds are allowed to be used for operations and project match for existing and future FAA grants issued in 2020 as well as the future terminal that is currently in design. These funds are in addition to the AIP (Airport Improvement Program) grant funds, as the CARES funds originated from the General Fund and have no local match. The funds must be used under the FAA Airport Revenue Use Policy as Airport Revenues with receipts, supporting documentation, Federal requirements and draws through the FAA grant system as a reimbursable grant.

PROPOSED ACTIONS: Adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts, or take such other action deemed appropriate.

Riedner introduced Tony Bean, Pullman Moscow Regional Airport Manager. Bean explained traffic at the airport was 33% over last year in January and February. In April it was at 4.8% and the national average is 4.7%. Bean explained how the \$14 billion federal dollars were split for distribution.

Bettge moved Taruscio seconded to adopt the Resolution preauthorizing the acceptance of grant monies under the CARES Act providing economic assistance in response to COVID-19 operational impacts. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. Moscow Farmers Market 2020 Season Fee Update and Proposal (ACTION ITEM) - Gary J. Riedner / Amanda Argona

The Moscow Farmers Market is a 43-year-old tradition that is operating in a modified capacity this summer due to COVID-19 pandemic. As part of the 2020 season, the Moscow Farmers Market has a delayed start date to open in downtown Moscow on Saturday, June 6th. Several new measures to provide appropriate social distancing and increased safety have been implemented, including limiting vendor types to fresh, perishable agricultural vendors, empty stall assignments between each vendor, and limiting the number of customers in the footprint, etc. The Community Events staff has received feedback from vendors that some are hesitant to participate in the downtown market for many reasons relating to the COVID-19 situation, while also anticipating less patron foot traffic due to the above measures that discourage a linger-longer atmosphere. Given this, staff is recommending a modification to the current fee structure as contained in the attached memo, to reduce barriers to participation while providing relief to these small businesses.

PROPOSED ACTIONS: Approve recommended modification to Farmers Market fee structure for the 2020 season, reject modification, or take other such action deemed appropriate.

Riedner introduced the item as written above. Argona said vendors are concerned about committing to a space as well as the financial impact on their customers and themselves. Some vendors self-selected to withdraw their participation and they are not penalized by doing so. The Community Events Division have shared the government funding options for the vendors but since they don't have employees, most vendors do not qualify. The mobile market was held this past weekend. There was a bit of a traffic problem with peak pickup times. To manage orders, more breaks are needed. Only two orders of over 100 were incorrect. Staff is still determining order threshold per vendor. With the Motor-In Moscow Farmers Market, there is some flexibility for vendors to be in two places at once with the caveat owners must be on-sight in the market. Staff will increase as the downtown market starts up. Only produce vendors will be able to participate in the downtown market with arranging vendor spaces to comply with social distancing. Staff is monitoring the Governors order of stages and recommendations from Public Health as well as Administration. Other vendors will phase in as allows, considering fairness to the vendors, providing relief of fees and yet still see revenue. The Motor-In Moscow will need volunteers, such as working with the line of vehicles.

Sullivan moved, Zabala seconded to approve the recommended modification to the Farmers Market fee structure for the 2020 season. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

4. Moscow Water Department Building Roof Structural Repair Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

The Water/Sewer Administration Building was purchased in 2018. Prior to the purchase, the building was inspected by a structural engineer who identified that there was wood damage to the roof structure that would need to be repaired and that the cost of repair was estimated to be \$75,000. The purchase price was adjusted to reflect the repair cost. The roof repair commenced during the summer of 2019. When the contractor began the repairs, additional structural damage was discovered that had not been identified during the structural engineering assessment, requiring additional repairs beyond what was originally anticipated. Due to the time needed to complete the repair design and approaching winter weather, the City had a temporary waterproof barrier installed until the full repairs could be completed in the spring. The City sent an electronic solicitation to twelve contractors on April 21, 2020. The consultant structural engineer had not developed an Engineer's Estimate for construction due to the unique geometry of the building's roof and the fluctuation of current market pricing. Bids were opened on Friday, May 1, 2020. Two responsive bids were received, with bids ranging from \$245,400 to \$278,000. Of those, the lowest responsive bid was submitted by Kenaston Corporation with a bid of \$245,000. A complete bid tally is attached.

PROPOSED ACTIONS: Accept the low bid from Kenaston Corporation, award the contract in the amount of \$245,400, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

Bontrager introduced the item as written above. Council had no questions. Bettge moved and Taruscio seconded to accept the low bid from Kenaston Corporation, award the contract in the amount of \$245,400, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. WRRF Return Line Emergency Repair (ACTION ITEM) - Nate Suhr

Friday (5/8/2020) a leak was discovered in the pressurized return line at the Water Reclamation and Reuse Facility (WRRF). The return line was originally built in 1953 of reinforced concrete pipe and in 2009 the western portion of the line was rerouted to install the addition of a sand filtration system. This line collects all of the untreated effluent from any drained plant operations and returns it to the beginning of the plant for reprocessing. It also collects all wastewater from each of the buildings on site and most critically, the wash water for the filter press. The filter press is critical to plant operations because without the press it is impossible to remove the microorganisms that are accumulating phosphorus and the whole process stream cannot advance. With the return line currently inoperable, WRRF staff is currently bypassing the system with external pumps in order to continue facility operation. Operating in a bypassed state is creating a minor imbalance within the biological system and will need correction within approximately four weeks of operation if a replacement line is not installed by that time. Inspection of the return line revealed significant defects in the structure of the 67-year-old pipe, and City staff concluded that replacement of the return line with new ductile iron (DI) pressure pipe was necessary. Staff is currently in discussion with suppliers and contractors to determine the most expedient way to procure and install the replacement line. As this is an unanticipated expense, staff is seeking funding authorization not to exceed \$200,000 for the project.

PROPOSED ACTIONS: Authorize staff to administratively accept a responsive low bid---, award the contract in an amount not to exceed \$200,000, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$20,000 max), or take such other action deemed appropriate.

Suhr introduced the item as written above as well as gave a history of the line. Current operation can be maintained for approximately four weeks. Photos of the deteriorated pipes and map of the location of the pipe were shown. Five contractors are interested in bidding on the project. Taruscio moved and Laflin seconded to authorize staff to administratively accept a responsive low bid---, award the contract in an amount not to exceed \$200,000, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$20,000 max). Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Water Reclamation & Reuse Facility Compliance Update - Kyle Steele / Tyler Palmer

Palmer explained the WRRF operates under a permit by Idaho DEQ to ensure water is treated before being released back to the environment with the goal of not having negative impact to the flows of effluent. The permit has many conditions with temperature being the last condition staff is working towards. A 2010 study was initiated with seventeen alternatives discussed to meet temperature requirements. From those studies a report was generated in 2015. The permitting process was transferred from Idaho DEQ to the State of Idaho. IPDES inspected the WRRF and asked for an updated plan to meet the temperature requirement and that letter is due in June. A facility plan for the WRRF looks at how the plant will move forward, projected volumes, routine operations, projected regulations, etc. and was last completed in 1999. Steele said staff has been in discussions with Idaho DEQ about a plan to update the facility plan with a more comprehensive look. Staff will bring a scope of work to JUB for that project. There has not been any progress to meeting temperature and staff feels the temperature requirement needs to be updated.

7. Moscow Police Services Facility Bid Award (ACTION ITEM) - Bill Belknap

As the Council is aware, the City has been actively working toward the development to of a new Police Services Facility since 2016, when the City completed a Police Services Facility master plan. The City conducted a successful bond election in May of 2019 which authorized the City to issue general obligation bonds in the amount of \$9.64 million to fund the Police Services Facility construction, as well as the remodel of the current Police Station located on Fourth Street for other City uses and minor repairs/renovations to the Mann Building. The final design of the facility included the primary office and operations building of 15,232 square feet in size and 3,042 square foot storage and evidence processing outbuilding. In January of 2020, the design team prepared an updated construction cost estimate for the final building design which projected an estimated construction cost of \$6,969,782.

The projected was advertised for bid on February 26, with a bid opening date of April 2. Three bids were received with the lowest base bid received at \$7,278,000 from Wellens Farwell Inc. which was 4.4% above the architect's estimate. Since that time, staff and the contractor have identified approximately \$100,000 in additional cost savings that can be achieved without compromising the function or longevity of the facility bringing the base project cost within 3% of the cost estimate. After consideration of the base bid and alternates, staff is recommending the acceptance of Wellens Farwells Inc. base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, and authorize staff to execute change orders not to exceed 5% of the total contract amount.

PROPOSED ACTIONS: Declare Wellens Farwells Inc. as the low responsible bidder and accept the base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, approve the associated construction contract, and authorize staff to execute change orders not to exceed 5% of the total contract amount; or take other such action deemed appropriate.

Belknap introduced the item as written above and listed the add alternates. After review of the base bid and the alternates, staff concluded the project budget cannot support all the facility enhancements. The solar panel system would take over 36 years to recapture the initial installation cost, which is likely to exceed the functional life of the system. Given the project budget constraints and limited payback period, Staff is not recommending the City accept the solar panel bid alternate. The additional roof insulation energy savings would be minimal at \$98.00 per year, resulting in a projected payback period of 167 years for the \$16,425 in additional cost so also not recommended. The insulated glazing has a more significant projected annual savings of \$1,780 per year, resulting in a payback period of only 3.6 years after rebates and staff is recommending acceptance of the insulated glazing bid alternate. Staff and the contractor have identified approximately \$125,000 of additional savings on the base bid, such as landscaping, which can be achieved by change order. The secondary gate was added if there is a failure or if it is blocked so there is no reduction of safety. The ninety-day mobilization on-site, rather than the usual 30-day requirement, was included as contractors could have an issue of labor availability. The building will be solar ready, meaning the building can handle it structurally if it was to be added in the future. The add alternate included the panels and all the associated controllers to connect to the system.

Bettge moved to declare Wellens Farwells Inc. as the low responsible bidder and accept the base bid (\$7,278,000) and Add Alternate #4 (insulated glazing addition \$11,300) and Add Alternate #8 (gate deduction -\$7,882) for a total bid award in the amount of \$7,281,418, approve the associated

construction contract, and authorize staff to execute change orders not to exceed 5% of the total contract amount. Taruscio seconded.

Sullivan said she has heard from many constituents about the importance of solar panels and understands cost but does cost outweigh the 12% annual energy use savings. Belknap said three projects were included in the bond. This project is approximately \$1 million over the bond funding package. The Fourth Street building remodel is projected at \$1,500,000. Awarding the police facility bid at this amount with 3% contingency, there is a \$859,000 shortfall in fulfilling the other two projects. On the police facility bid it doesn't seem like a large percentage but it is a large percentage in the gap. Sullivan likes the idea of pursuing panels in the future, and could be a good move to see what happens in the next 2-4 years. Sullivan did question whether alternate #9 was needed if there is a shortfall. Belknap said smooth facing CMU is a standard grade block. The honed face was used on Jackson St restroom and Joseph Street playfields dugouts and restroom building. The police facility is a 60-70 life building and Belknap feels it would be a benefit in the long run and is only on the ground floor. Kelly agrees it is important to keep the solar panels on the radar for the future. Taruscio feels solar panels would have been a nice aspect with carbon reduction and City's commitment to the concept, but can't invest in something that will take so long to recoup. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Main Street Right-of-Way Discussion and Potential Direction (ACTION ITEM) – Gary J. Riedner

As downtown businesses are working to reopen in accordance with Governor Brad Little's Stay Healthy Order and Idaho Rebounds Plan, staff has been researching the potential for offering businesses some alternatives for temporary use of public right of way (ROW) in the Moscow downtown area to provide additional opportunities for social distancing. Research continues and the Moscow Chamber of Commerce is helping in an effort to reach out to Main Street businesses to obtain feedback. Staff will update the City Council regarding regulatory and permit issues, as well as the status of alternatives and seek Council direction.

PROPOSED ACTION: Provide staff direction.

Riedner introduced the item as written above and said the big challenge for restaurants is to open with the social distance requirement. Staff has reviewed the legalities and how to allow expansion while still maintaining the transportation corridor. Alternatives staff researched were: close off Main Street from Seventh Street to north couplet and allow businesses to expand into the City ROW, creating a citizen promenade; closing parking on both sides of Main Street and allowing only one-way vehicular traffic; and, staff's recommendation, on an application basis for those businesses interested in using ROW, take parking out in front of their business or general area, and allow them to use parking stalls and/or the sidewalk. This option allows businesses to opt in if it is beneficial and keeps travel lanes open and quite a bit of parking. Businesses that this would not benefit are still supportive for those that it will. Staff has also discussed expanding a sidewalk café that serves alcohol. Alcohol Beverage Control was contacted and at the local level, there is no authority to expand the footprint of serving. Staff is drafting a letter asking for leniency similar to the sale of alcohol for off premise consumption. Palmer said Argona has been in the expansion discussions, she preferred option C as that would work be most flexible with the market. Laflin wanted to be sure ADA accessibility was considered as well as the take-out stalls. Riedner said ADA parking is protected with during the farmers market and temporary ADA parking can certainly be created if necessary. There are alternatives such as pick-up at the back door and staff would engage the businesses so it is a comprehensive solution. If it is a temporary

permit, it is reviewed, inspected and if there is a violation, the permit can be revoked. Staff anticipated the temporary nature of the permit to expire early fall dependent on how Idaho moves through the governor's stages and if there is an uptake on COVID cases. The council members showed their support for the businesses and assisting them in expanding their business so that they can open and meet social distance requirements. With the positive support, staff will move forward with the third option.

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

Riedner reported Idaho is in its second stage of the reopening plan. Governor approved CARES Act funding based on population city support, Moscow receiving up to \$887,100. Anderson said staff just gained access to the website last week on how funding will be available. Reimbursement will require an outline of what hard costs a City has incurred and include receipts. The Transparent Idaho website does not have information on how they will handle personnel costs. Moscow has accumulated \$240,000 of tasks related to COVID and \$28,000 in quarantine costs. She is waiting for information on if timesheet or certified payroll will be required. She anticipates full documentation and have created spreadsheets accordingly. In April, an estimate going through end of May was submitted to the mayor of Garden City. At that time, projections were a little high to what has actually been incurred. Moscow is registered and ready to submit once the payroll option opens. Riedner said these funds cannot replace lost revenue. Time frame of qualifying monies is March 1 through December 30, 2020. Hard costs are defined as any operating expenses occurring to protect staff, such as work at home, licensees for Zoom, masks, cleaning supplies, quarantine costs, food cost for staff, anything to purchase to provide services safely. Purchasing of masks for emergency personnel is an eligible expense.

ADJOURN

The meeting adjourned at 9:20 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, June 15, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report May 2020 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending May 31, 2020. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$1,962,898.34.

Payroll	\$1,089,051.00
Professional Services	\$51,038.00
Sanitation	\$293,087.00
Capital Outlay	\$46,309.00
Capital Outlay - Improvements	\$4,280.00
Capital Outlay - Vehicles	\$5,230.00
Supplies	\$108,521.00
Utilities	\$70,845.00
Contractual Payments	\$182,405.00
ACH Wells Fargo	\$31,232.00
Total	\$1,881,998.00

STAFF RECOMMENDATION

Sign the Disbursements Report for the month of May 2020.

PROPOSED ACTIONS

ACTION: Sign the Disbursements Report for the month of May 2020.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report May 2020
2. Revenue Report May 2020

3. Cash and Investments May 2020

DISBURSEMENTS REPORT FOR MAY 2020										
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		5/7/2020	5/14/2020	5/21/2020	5/28/2020	5/11/2020		5/8/2020	5/22/2020	
		00001.05.2020	00003.05.2020	00005.05.2020	00006.05.2020	5/18/2020 00004.05.2020 00007.05.2020		00100.05.2020	00200.05.2020	
CHECK #'s		94737-94795	94796--94843	94844-94894	94895-94921	May CC ACHs		21219-21227	21228-21236	
Fund #	ACH for Wells Fargo to be Imported									0.00
101	GENERAL	171,137.12	14,156.21	16,462.35	1,128.13	6,007.02		318,106.07	335,038.25	862,035.15
105	STREETS	21,367.32	2,089.53	374.98	862.54	330.32		25,952.88	27,242.99	78,220.56
120	RECREATION AND CULTURE	27,434.94	2,082.10	12,093.50	1,961.35	6,044.23		49,552.33	54,054.15	153,222.60
121	MSD COMM. PLAY FIELDS	716.31		2,450.73		243.25		990.38	990.38	5,391.05
123	1912 CENTER		7,916.67							7,916.67
128	TRANSIT CENTER	61.94	953.99		127.12					1,143.05
220	WATER	24,358.89	3,307.08	27,954.43	519.52	4,845.06		50,073.58	54,777.40	165,835.96
230	SEWER	52,786.03	27,488.97	11,871.53	6,890.26	806.55		47,008.45	49,984.42	196,836.21
240	SANITATION	89,762.48	185,702.32	24.76				5,490.21	5,586.39	286,566.16
290	FLEET	6,238.09	999.05	7,153.37	320.49	64.57		11,800.15	11,927.38	38,503.10
295	INFORMATION SYSTEMS	5,805.00	54,205.67	311.46	1,950.00	12,891.07		20,091.38	20,384.42	115,639.00
320	WATER CAPITAL PROJECTS			500.00	1,325.39					1,825.39
330	SEWER CAPITAL PROJECTS			500.00						500.00
340	SANITATION CAPITAL PROJ									0.00
350	CAPITAL PROJECTS		7,025.24		42,238.20					49,263.44
355	LID CONSTRUCTION									0.00
380	HAMILTON - PARKS & REC									0.00
590	BONDS & INTEREST									0.00
	TOTAL	399,668.12	305,926.83	79,697.11	57,323.00	31,232.07	0.00	529,065.43	559,985.78	1,962,898.34

WIRE Transfers:

_____ Brandy Sullivan

_____ Gina Taruscio _____ Sarah L. Banks, Finance Director

_____ Sandra Kelly

RECEIPTS REPORT FOR May 2020

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	43,855.17	110,275.75	54,516.14	171,899.50	131,889.25	3,871.41	18,686.07	23,581.06	0.00	4,279.80	562,854.15
105	STREETS	6,146.16	0.00	0.00	0.00	24,208.40	0.00	0.00	0.00	0.00	0.00	30,354.56
120	RECREATION AND CULTURE	0.00	0.00	50.00	0.00	28,912.91	0.00	0.00	3,500.00	36.66	0.00	32,499.57
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,405.12	0.00	0.00	0.00	0.00	0.00	0.00	5,405.12
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,438.71	0.00	0.00	0.00	0.00	0.00	1,438.71
220	WATER	0.00	0.00	0.00	0.00	367,739.90	0.00	8,191.55	0.00	0.00	0.00	375,931.45
230	SEWER	0.00	0.00	0.00	0.00	550,712.00	0.00	2,877.90	722.04	0.00	0.00	554,311.94
240	SANITATION	0.00	0.00	0.00	0.00	396,487.43	0.00	0.00	2,000.00	0.00	0.00	398,487.43
290	FLEET	0.00	0.00	0.00	289,000.00	95,968.16	0.00	0.00	0.00	0.00	0.00	384,968.16
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	117,298.00	0.00	0.00	0.00	0.00	0.00	117,298.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	-236,954.45	0.00	0.00	0.00	0.00	0.00	0.00	-236,954.45
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	4,060.36	0.00	0.00	11,365.52	30.00	0.00	1,054.03	16,509.91
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,800.56	0.00	0.00	0.00	2,800.56
590	BOND & INTEREST	7,066.83	0.00	0.00	0.00	0.00	0.00	529.37	0.00	0.00	0.00	7,596.20
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	57,068.16	110,275.75	54,566.14	233,410.53	1,714,654.76	3,871.41	44,450.97	29,833.10	36.66	5,333.83	2,253,501.31

City of Moscow
Cash and Investments
Balances as of 5/31/2020

Fund		Year to Date Balance
General Fund	\$	6,098,277.13
Street Fund	\$	1,831,294.64
Culture & Recreation	\$	1,399,410.83
MSDCPF	\$	170,439.27
1912 Fund	\$	47,621.82
Transit Center	\$	82,466.59
Water Fund	\$	2,845,114.08
Sewer / WRRF	\$	4,581,979.29
Sanitation Fund	\$	2,792,833.16
Fleet Fund	\$	3,306,835.52
Information Systems	\$	2,233,983.32
Water Capital	\$	8,106,547.44
Sewer Capital	\$	11,864,583.66
Capital Projects	\$	12,689,057.63
Sanitation Capital	\$	6,074,158.61
LID construction	\$	67,866.58
Hamilton	\$	2,318,339.37
Bond & Interest	\$	478,644.87
LID Funds	\$	25,124.55
Payroll Service	\$	519,863.32
Total Cash & Investments	\$	67,534,441.68

CITY COUNCIL STAFF REPORT

DATE: Monday, June 15, 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 and all franchise and other utility providers were also provided notice. Due to the COVID-19 meeting restrictions, the hearing that was previously scheduled for the May 4 Council meeting was delayed until June 15 to allow public testimony and participation. All electronic comments received for the prior hearing date have been included within the packet.

STAFF RECOMMENDATION

Hold a public hearing pursuant to the revised procedures adopted in light of the COVID-19 pandemic response, accept public testimony on the matter of the Howard Street ROW Vacation request both in person during the public hearing and 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 both in person during the public hearing and 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 Request_Brown
2. ENG2019-0241 Howard Street Vacate CC 06-15-20
3. Howard Street Vacation Draft Ordinance
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

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)

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, June 15, 2020, at 7:00 pm. (Postponed from May 4)

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

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

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to get a meeting agenda, further information about the application, the public meeting process and/or to request a meeting with City Staff. Public participants desiring to submit textual materials (excluding petitions) to the decision-making board shall do so at least five (5) calendar working days in advance of the scheduled meeting to the Community Development Department. Written comments submitted for the May 4 hearing will be included in the June 15 hearing. Additionally, you may obtain further information about the public hearing process and procedures on the City's Website at: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>



Laurie Hopkins,
Moscow City Clerk


Anne Peterson, Deputy City Clerk

Publish: May 30, 2020 and June 6,
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>.

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.

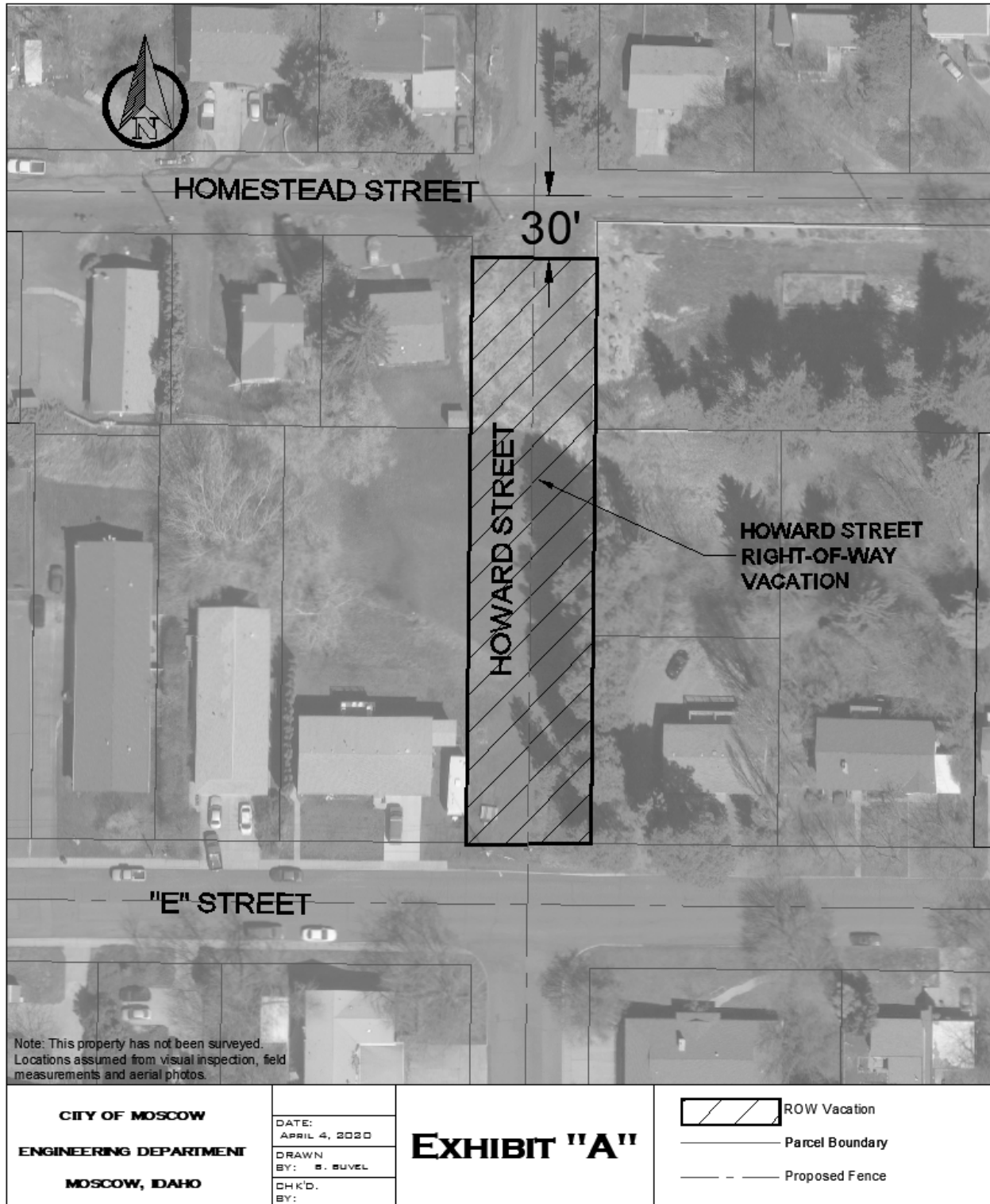
PASSED by the Mayor and City Council and APPROVED by the Mayor the _____ day of May, 2020.

Bill Lambert, Mayor

ATTEST

Laurie Hopkins, City Clerk

EXHIBIT "A"
HOWARD STREET RIGHT OF WAY VACATION



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

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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

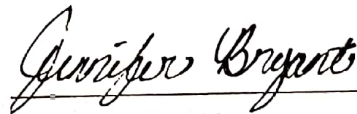
SHERIFF'S FEES:
TOTAL COLLECTED TO DATE:
AMOUNT UNCOLLECTED:

40.00
40.00
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

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----- 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

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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, June 15, 2020



RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

REVIEWED BY

Moscow Arts Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

2020 Artwalk Recommendation (ACTION ITEM) – Megan Cherry

DESCRIPTION

Moscow Artwalk has a 16-year tradition in this community, and it is one of the favorite features of summer event programming. In late April, City staff chose to postpone Artwalk until September rather than canceling it altogether. This was based on a hope that virus conditions would shift in such a way that community celebrations like Artwalk would be possible. Since that time, virus infection rates and guidance from the Governor's office have pointed to the reality that continuing plans for Artwalk 2020 carries two risks: that public safety concerns may eventually force an event cancellation or that social distancing and other safety measures would require extensive and unappealing shifts to the event's identity. In light of the ongoing risks associated with COVID-19, the best approach would be to cancel the event for 2020. This recommendation is made with recognition for the special place this event holds in the community, and the Arts Department is dedicated to Artwalk's continuation into the future.

STAFF RECOMMENDATION

Staff recommends cancelling the 2020 Artwalk event.

PROPOSED ACTIONS

PROPOSED ACTIONS: Cancel Artwalk 2020 or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 20200610_Arts Memo_Artwalk 2020 Cancellation
2. 20200526_Guidance for Gatherings and Public Events

MEMORANDUM



To: Gary J. Riedner, City Supervisor
From: Megan Cherry, Arts Program Manager
c: Jen Pfiffner, Deputy City Supervisor
Date: June 10, 2020
Re: Artwalk 2020

Moscow Artwalk has a 16-year tradition in this community, and it is one of the favorite features of summer event programming. In late April, City staff chose to postpone Artwalk until September rather than canceling it altogether. This was based on a hope that virus conditions would shift in such a way that community celebrations like Artwalk would be possible. Since that time, virus infection rates and guidance from the Governor's office have pointed to the reality that continuing plans for Artwalk 2020 carries two risks: that public safety concerns may eventually force an event cancellation or that social distancing and other safety measures would require extensive and unappealing shifts to the event's identity.

Staff's recommendation to cancel Artwalk 2020 at this time is based on the following:

- Governor Little's Idaho Rebounds Guidance for Safe Gatherings and Public Events in Idaho
- Students return to UI and WSU campuses in August
- Regional audiences for the event
- Impact on artists and businesses
- Respect for the event's core purpose and identity
- Financial and staff impact
- Other regional organizations' decisions regarding similar events

Governor Little's stages for re-opening provide guidelines for Idaho communities as they work toward a full public health and economic rebound. Each of the four stages published recommends the maintenance of a six-foot social distance between people who do not share a common household. At present, it appears that Idaho will move beyond Stage 4, at which point the guidance for preventing viral spread is not yet clear. Governor Little's office released Guidance for Safe Gatherings and Public Events in Idaho on May 26. In the document, those planning events in July, August, and September 2020 are encouraged to prepare for a variety of contingencies, including further cancellations, postponements, refunds, and online delivery options.

In light of pandemic conditions, August and September are likely to provide challenges unique to Moscow. This time of year is typically when communities on the Palouse celebrate the return of students for the academic year. While we continue to celebrate and support the vitality of area universities, the prospect of this influx also brings some trepidation about the impact on virus case counts in the region. This concern is relevant to the recommendation for Artwalk, as is the fact that the event draws audience members from around the region. The Governor's Guidance for Safe Gatherings and Public Events in Idaho advises promoters to "Know the level of disease transmission in your local community and the level of transmission in the areas from which your attendees will travel." In essence, Latah County's case load may remain low throughout the summer, but an influx of

students from outside the area and audience members from other states and counties attending Artwalk creates an unpredictable risk.

Some have suggested waiting to finalize event cancellation until conditions and/or governmental directives necessitate that decision. In light of the extensive preparations that lead up to Artwalk, however, it is wise to make the determination now. Artists, whose exhibitions require months of planning and studio work, will be able to pivot to other exhibition opportunities or alternative forms of income. Businesses that are already working hard to re-open will be saved the investment of time in preparing for the Artwalk event. Those who have already paid registration fees will receive refunds, of course, and finalizing the Artwalk 2020 cancellation at this time will save any further investment of planning time and energy on the part of event registrants.

In light of Artwalk's importance to the community, Arts staff has considered the potential for adapting the event to fit social distancing requirements or an online delivery model. Artwalk's core purpose is to feature artists and businesses while hosting events and vendors on Main Street. As with most events, a large part of Artwalk's success is defined by the size of the crowd and its propensity to mingle for extended periods of time at various event components. This metric for success is problematic in light of new requirements for social distancing. At Artwalk, any policies designed to limit contact between guests or to control the number of attendees would not only be impossible to enforce, but would also subvert the event's core intent: to maximize contact between artists, businesses, and the public. Further, some of the community's favorite features of the Main Street events encourage congregation. Whether focused on a stage performance, art demonstration, or enjoying a beer garden, people's natural tendency is to gather in groups rather than observe social distancing. Robust activation of the City's streets and businesses is essential to the event, and for this reason, efforts to scale Artwalk down or to re-create it online will not serve the event's true purpose.

The financial impact of canceling Artwalk is relatively neutral, as the bulk of the revenues for this event are associated with host locations and vendor fees. \$20,000 was budgeted for Artwalk in FY20, and the Arts Department anticipated \$23,402 in revenues for FY21 in the following areas:

Registration Fees	\$8,000
Sponsorships	\$10,000
Grant Funding	\$5,402

The grant funding from the Idaho Commission on the Arts was earmarked to support the revision and implementation of a new design package. Much of this work has been done already, and will serve the event for years to come. Funds expended to date on Artwalk total \$5,240, which is well within the bounds of grant funding assigned to this project.

Impacts on staffing will include time spent in communicating changes to Artwalk and processing refunds for those who have already registered. Both Arts staff members have dedicated time each week to supporting the expanded and augmented Moscow Farmers Market this year, and the absence of Artwalk planning will accommodate that need. In addition, staff has and will continue to invest time in elements of the Public Art program that will serve the City and the public for years to come. Forgoing Artwalk for this year, while far less than ideal, will allow for investments in other areas of Arts Department programming.

Arts staff has studied the approaches of other event organizers in the region as points of reference for making this decision. Listed below are events that have been canceled and some that are scheduled to move forward. An important note is that most events moving forward are being promoted with recognition of virus-related contingencies.

Similar events in the region that have canceled include the following:

Event	Location	Originally-Scheduled Date
Moscow Renaissance Faire	Moscow	May
Rendezvous in the Park	Moscow	July
Dogwood Festival	Lewiston	July
Art on the Green	Coeur d' Alene	July/August
Festival at Sandpoint	Sandpoint	August
Lentil Festival	Pullman	August

Similar events in the region that are currently scheduled for presentation include the following:

Event	Location	Date of Event
Artwalk	Sandpoint	July
Arts & Crafts Fair	Sandpoint	August
Ink! Print Rally	Coeur d' Alene	September
Artwalk	Lewiston	September

In sum, it has become evident that in order to protect public health as well as the core purpose and identity of Moscow Artwalk, the best approach would be to cancel the event for 2020. This recommendation is made with recognition for the special place this event holds in the community, and the Arts Department is dedicated to Artwalk's continuation into the future.

The Idaho Department of Health and Welfare (DHW) and the seven local public health districts have developed guidance to assist with decisions regarding gatherings and public events during the COVID-19 pandemic and stages of the Rebound Idaho plan. We understand that events must be planned well in advance and some event timelines extend beyond the current Stage 4 of the Rebound Idaho plan. Idaho's ability to advance from one stage to the next is dependent on gating criteria (<https://rebound.idaho.gov/stages-of-reopening/>) being met, which requires control of the spread of COVID-19.

There is currently no vaccine to prevent COVID-19. Until such time as a vaccine is available or there is sufficient population immunity to the virus, community mitigation and personal accountability measures must be taken. Mass gatherings highly influence virus activity. It is recommended that all future plans for gatherings beyond the stages of the Rebound Idaho plan should be planned with cancellation or postponement contingencies. Idaho public health experts, DHW and all local Public Health Districts, will support any decision to postpone or cancel gatherings and public events in order to protect Idahoans and those who visit Idaho.

For the purpose of this guidance, mass gatherings and events are defined as a public gathering for business, social, academic or recreational activities including, but not limited to, community, civic, public, educational, leisure, or sporting events; parades; concerts; festivals; conventions; fundraisers; and similar activities. Specific examples may include, but are not limited to, weddings, graduations, large theater performances, rallies, car shows, reunions, races, holiday celebrations, rodeo championships, adult and youth sports tournaments.

ALL STAGES

Everyone Should:

- Engage in physical distancing of at least six feet
- Wear cloth face coverings in public places
- Stay home if sick
- Practice good hand hygiene
- Cover coughs and sneezes
- Disinfect commonly touched surfaces and objects regularly

Event Planners & Organizers Should:

- Check in with their local public health district periodically leading up to the event to understand the current community risk for exposure to COVID-19
- Host events outdoors, if possible
- Maintain the six-foot physical distancing requirements for employees and attendees
- Provide adequate sanitation and personal hygiene for employees, vendors, and attendees
- Ensure frequent disinfection of the event location as well as regular cleaning, especially of high-touch surfaces
- Identify how personal use items such as masks, cloth face coverings, and gloves may be required by employees, vendors, and/or attendees
- Provide services and event activities while limiting close interactions with attendees

CONTINUES ON NEXT PAGE

Event Planners & Organizers Should:

- Identify strategies for addressing ill employees, such as the following:
 - Require COVID-19 positive employees to stay at home while infectious
 - Symptoms of COVID-19 include muscle aches, a fever of 100.4 °F or higher, cough, sore throat, and shortness of breath
 - Keep employees who were directly exposed to the COVID-19 positive employee away from the workplace
 - Closure of the event location until the location can be properly disinfected
- On a case-by-case basis, include other practices appropriate for specific types of events, such as screening of employees for illness and exposures upon work entry, requiring non-cash transactions, etc.
- Identify and address potential language, cultural, and disability barriers associated with communicating COVID-19 information to event staff and participants.

Idaho public health experts recommend that organizers (whether groups or individuals) postpone or cancel mass gatherings and public events in any of the following situations:

- The event will draw audiences or participants from communities, states, or countries that are currently experiencing confirmed substantial community spread of COVID-19 disease. Your local public health district can assist you in making this determination.
 - Refer to the county map provided by the Centers for Disease Control and Prevention (CDC) to see if an area (county) they are from has higher rates than the overall rate for Idaho: <https://www.cdc.gov/covid-data-tracker/index.html>
- The event's primary audience includes or may expose high-risk populations, including adults over the age of 65 years and people with underlying chronic medical conditions like heart or lung disease or diabetes, regardless of the number of attendees.

CONTINUES ON NEXT PAGE

STAGE 2 (first stage allowing gatherings):

In addition to the above guidance,

- Use technology (e.g., webinar, video conferencing, live stream, etc.) as a way to gather people or a way to augment a gathering to minimize the risk of COVID-19 exposure when possible
- Allow for groups of 10 people or less where physical distancing of six feet can be maintained
- Consider directing attendees to seating or standing areas that are already properly distanced
 - Use signage and barrier protection to limit movement and maintain distancing and direct the flow of traffic
 - Limit tables to groups of six
 - Space tables appropriately to keep patrons six feet apart while seated and moving in and out of chairs
 - If stadium seating is being used, use barriers or signage to appropriately physically distance families
- Limit entrances and exits to the event to control the flow of attendees
 - Consider separate entrances and exits to the event
 - Mark where people line up to keep attendees six feet apart while waiting
 - Open gates or doors to events early to allow for orderly entrance to event
- Post signs at entrance stating that if attendees have a fever or other COVID-19 symptoms, they are prohibited from entering
- Utilize on-line ticket sales, required sign-ups and/or RSVPs for crowd management
- Provide COVID-19 prevention supplies to event staff and participants
 - Make sure that events have supplies for event staff and participants, such as hand sanitizer that contains at least 60 percent alcohol, tissues, trash baskets, disposable facemasks, cleaners and disinfectants
- Dedicate staff members to disinfect high contact surfaces throughout the establishment and disinfect tables between parties
- If food is being served at an event, refer to Stage 2 Restaurant Protocols

STAGE 3:

In addition to the above guidance:

- Allow for groups between 10 – 50 people where physical distancing of six feet can be maintained

STAGE 4:

In addition to the above guidance:

- Allow for groups larger than 50 where physical distancing of six feet can be maintained
- If concession services are provided, prohibit in-stand concession sales and buffet-style serving areas
 - Concession services should be limited to vending and walk-up services that can provide for appropriate physical distancing while patrons wait in line

CONTINUES ON NEXT PAGE

PLANNING FOR AFTER STAGE 4:

Idaho's public health officials cannot predict what the threat of COVID-19 will be across the state in July, August, September, and beyond or make recommendations many weeks or months in advance on attendee size, postponing, or canceling of events. For event planners who choose to move forward with planning events over the summer and fall of 2020, events should be planned using the practices outlined above in this guidance. In addition to the above:

- Be aware of any legal orders in place, which will be posted at <https://coronavirus.idaho.gov>
- Know the level of disease transmission in your local community and the level of transmission in the areas from which your attendees will travel (consult with your local public health district)
 - Refer to the county map provided by the Centers for Disease Control and Prevention (CDC) to see if an area (county) they are from has higher rates than the overall rate for Idaho: <https://www.cdc.gov/covid-data-tracker/index.html>
- Stay in regular communication with your potential patrons about the status of COVID-19 in the state and in your area and any cancellation or change in the venue
- Identify and address potential language, cultural, and disability barriers associated with communicating COVID-19 information to event staff and participants
- Develop a contingency plan that addresses scenarios you may encounter during the COVID-19 outbreak
 - Identify actions to take if you need to postpone or cancel events
 - Develop flexible refund policies for participants
 - Determine if the event can be convened in a different manner such as a virtual event

Resources

Event Planning and COVID-19: Questions and Answers. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/event-planners-and-attendees-faq.html>

Get Your Mass Gatherings or Large Community Events Ready. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>

Centers for Disease Control and Prevention Guidance on Mass Gatherings. <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>

Centers for Disease Control and Prevention. Reopening Guidance for Cleaning and Disinfecting Public Spaces, Workplace, Businesses, Schools and Homes: <https://www.cdc.gov/coronavirus/2019-ncov/community/reopen-guidance.html>

Centers for Disease Control and Prevention. Guidance on Disinfecting: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

EPA list of COVID-19 effective disinfectants: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>

CITY COUNCIL STAFF REPORT

DATE: Monday, June 15, 2020



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Haddock Building Purchase Agreement (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

On May 21, 2019, the City held a bond election to authorize the City to issue general obligation bonds to fund general governmental building improvements, including the construction of a new Police Services Facility, renovation of the existing Fourth Police Station on Fourth Street to office space, as well as minor repairs to the Mann Building adjacent to City Hall.

During the bond election preparation process the City engaged Associated Architects to prepare a preliminary building remodel plan and cost estimate. The Fourth Street building renovations were estimated at approximately \$1.5 Million.

Recently, City Staff became aware that Gritman Medical Park LLC was preparing to sell the Haddock Building located at 504 S. Washington Street. The Haddock Building was constructed in 1985 and includes 7,500 square feet of office space, 1,400 square feet of storage space (within a partial basement), and 15 off-street parking spaces. Staff toured the building and after conducting an initial assessment, have concluded that the acquisition and minor remodeling of the Haddock Building would likely cost less than the renovation of the Fourth Street Building and would result in a number of additional benefits. The Haddock Building was constructed as a more modern office building and fits the intended use better than the Fourth Street Building and would require less extensive renovations. The building also admits more natural sunlight, which is beneficial for both lighting and occupant use. The Haddock Building also has off-street parking for both customers and City inspection vehicles, and provides much more convenient access for customers and visitors.

In addition, if the City were to purchase the Haddock Building for its office needs, the Council could choose to sell the Fourth Street Building and make it available for other uses. The Fourth Street Building's close proximity to Main Street and Friendship Square would allow for an extension of traditional downtown uses.

Gritman has offered the Haddock Building to the City for \$875,000. The cost of acquisition and renovation of the Haddock Building is estimated at \$1.3 Million as compared to \$1.5 Million for the renovation of the Fourth Street Building. The Haddock Building property acquisition and renovation will be funded with a combination of bond proceeds as well as general fund capital accumulation and has been accommodated in the draft FY2021 budget. In addition, if the City Council elects to sell the Fourth Street Building, the proceeds of that sale could further reduce the cost of the project.

On June 3rd, the City and Gritman entered into a non-binding letter of intent setting out the terms and conditions of the proposed purchase of the Haddock Building. Staff has since completed the preparation of the purchase and sale agreement for the Council's consideration. The agreement states that the City will provide Gritman with a \$5,000 earnest money deposit and grants the City a 90-day due diligence period, during which the City may inspect the building and associated mechanical and electrical systems to confirm that the building will meet the City's needs and will be a cost-effective alternative. If the City determines that the building is not suitable or cost-effective for the intended use as an office building, the City may terminate the agreement within the 90-day feasibility period and the earnest money deposit will be returned to the City.

Staff is seeking Council approval of the purchase and sale agreement for the Haddock Building in the amount of \$875,000.

STAFF RECOMMENDATION

Approve the Purchase and Sale Agreement to purchase the Haddock Building from Gritman Medical Park LLC in the amount of \$875,000.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Purchase and Sale Agreement to purchase the Haddock Building from Gritman Medical Park LLC in the amount of \$875,000; or take other such action deemed appropriate.

FISCAL IMPACT

\$875,000 from General Government Capital Line Item #350-310-10-770-72

PERSONNEL IMPACT

ATTACHMENTS

1. Gritman;PropertyPurchase(2020)_final
2. memo-Besst,Kara; Gritman; letter of intent 504 S Washington 0620
3. Haddock building pic 2
4. Haddock building pic 1

**AGREEMENT TO PURCHASE REAL PROPERTY
BETWEEN GRITMAN MEDICAL PARK LLC
AND CITY OF MOSCOW, IDAHO**

THIS AGREEMENT TO PURCHASE REAL PROPERTY BETWEEN GRITMAN MEDICAL PARK LLC, AND CITY OF MOSCOW, IDAHO (hereinafter "Agreement"), is entered into this _____ day of June, 2020 ("Execution Date"), between Gritman Medical Park LLC, 700 South Main Street, Moscow, Idaho, 83843 (hereinafter "Seller"), and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "Buyer").

W I T N E S S E T H :

IT IS AGREED by and between the parties as follows:

1. CONSIDERATION AND PROPERTY

In consideration of the sum of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) to be paid by Buyer to Seller in cash upon closing, Seller hereby grants unto Buyer the right to purchase real property situated in the County of Latah, State of Idaho, more particularly described as follows:

Lots 1 and 2, Block 6, Original Town of Moscow (See legal description in Attachment A); currently identified as Latah County Tax Parcel RPM0001006001A; and currently addressed as 504 South Washington Street, Moscow, Idaho (hereinafter "the Property").

2. DEPOSIT

Upon the execution of the Purchase Agreement, Buyer shall deposit cash, a certificate of deposit issued by a Federal or State Bank, or other security instrument acceptable to Seller (hereinafter "the Deposit") in the amount of Five Thousand Dollars (\$5,000) into Escrow with Latah County Title Company.

3. TERMS AND CONDITIONS

- a. Buyer shall have until 5:00 PM on September 1, 2020 (hereinafter the "Due Diligence Period") to complete all review and inspections, to satisfy itself as to the matters relating to such reviews and inspections. Seller will provide to Buyer, within five (5) days of execution of the Purchase Agreement, all material documentation including, but not limited to, environmental studies, soil studies, title reports, surveys, improvement plans and specifications currently in its possession or reasonable control relating to the Property. Buyer, and Buyer's agents and consultants, shall be permitted to enter the Property, with Forty-Eight (48) hour notice to Seller, to inspect the Property during the Due Diligence Period. Buyer shall be responsible for any damage or necessary restoration as a result of any subsurface or other explorations or activity

by Buyer during the term of the Due Diligence Period to restore the Property to its condition preceding any such exploration.

- b. In the event that Buyer is not satisfied with its review, Buyer will notify Seller in writing of its election not to proceed with the property purchase. If such notice not to proceed is delivered within the Due Diligence Period, the Purchase Agreement will terminate immediately, and the Deposit shall be returned to Buyer immediately. Buyer shall notify Seller, in writing, of Buyer's intent to close upon the Property prior to the expiration of the Due Diligence Period. Upon receipt of the Notice of Intent to close, or the expiration of the Due Diligence Period without notice from the Buyer, the Deposit shall be non-refundable and shall be applied toward the purchase price.
- c. The Due Diligence Period may be extended by mutual agreement in writing of both Buyer and Seller to accommodate actions necessary to facilitate the property purchase such as the completion of property survey or receipt of governmental approvals necessary for the sale of the property.

4. **CLOSING.** It is hereby agreed that the "closing agent" for the purchase of the Property shall be Latah County Title Company. Upon receipt of the notice of intent to close from Buyer, Buyer and Seller shall proceed to closing within fifteen (15) days of the expiration of the Due Diligence Period or earlier by mutual agreement, or the Purchase Agreement will terminate at the expiration of such fifteen (15) day period. Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.

5. **BUYER'S AND SELLER'S DUE DILIGENCE REVIEW OF AND ACCEPTANCE OF THE AGREEMENT AND RELATED DOCUMENTS, AND OF THE PROPERTY.** Buyer and Seller have exercised due diligence in their review of the Property and the contract documents, and accept the same in reliance upon their own review, AS IS, WITH ALL FAULTS. Buyer and Seller have reviewed all documents related to this transaction, and have had the opportunity to consult with their own attorneys. Buyer has had reasonable access to the Property. Seller acknowledges receipt of the "Advice of Rights" form attached as Exhibit B.

6. **TAXES, ASSESSMENTS AND COSTS.**

Seller shall be responsible for the following expenses:

- a. Standard title commitment to be dated on the closing date issued by Latah County Title Company;
- b. The premium for a standard title insurance policy;
- d. Ad valorem taxes, if any, upon the Property for any time prior to the closing date; and
- e. Real estate commissions and fees, if any, incurred on behalf of Seller.

Buyer shall be responsible for the following expenses:

- a. All notary fees;
- b. The escrow and closing fee;

- c. Recording fees
- d. Real estate commissions and fees, if any, incurred on behalf of Buyer; and
- e. Ad valorem taxes, if any, upon the Property for any time following the closing date.

Seller and Buyer shall be responsible for the following expenses pro rata:

- a. Any state, county, or city documentary transfer taxes.
7. **TITLE.** At closing, Seller shall furnish to Buyer a warranty deed, in recordable form, conveying Seller's interest in the Property and all interests appurtenant thereto, guaranteeing clear title free and clear of all liens, claims, defects, and encumbrances, except for permitted exceptions.
8. **CONDITION OF TITLE TO THE PROPERTY.** Seller warrants that as of the closing date, Seller is vested with a merchantable, unencumbered, insurable, fee simple title to the Property, free and clear of all liens and encumbrances, except for permitted and standard exceptions, taxes and assessments subsequent to date of conveyance, and subject to such rights, easements, covenants, restrictions, assessments, protective covenants, agreements and zoning regulations as appear of record, and/or in the Preliminary Commitment for Title Insurance.
9. **WAIVER.** A waiver by one party of one or several defaults in performance of any provisions of this Agreement to be performed by the other party, shall not be construed as being a waiver of such provision itself, or any subsequent default in performance thereof, or the provisions of this paragraph.
10. **LEGAL ACTION.** In the event action is instituted by either party hereto to enforce this Agreement, or any part thereof, or to recover damages for any breach thereof, the prevailing party or parties in such action shall be entitled to recover their reasonable attorney's fees to be fixed by the Court, in addition to their costs and disbursements in such action.
11. **HEIRS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators and assigns of the parties hereto.
12. **DELIVERY OF PAPERS.** Time and prompt performance of each provision of this Agreement is of the essence. Upon the faithful performance of all of the terms of this Agreement by the Buyer, and upon payment by Buyer of all sums due hereunder, Seller will cause the title to the Property to be delivered to Buyer.
13. **DEFAULT.** Any breach by either party of that party's obligations hereunder shall entitle the other party to pursue any and all remedies provided by law for such breach. In the event of a breach of this Agreement by Buyer, Seller may seek any remedy available to Seller at law or in equity, including specific performance of this Agreement. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

- 14. SERVICE OF NOTICES.** All notices required or permitted hereunder shall be in writing. All such notices, and other items herein required to be served, shall be served by mailing the same, postage prepaid, by U.S. certified mail, return receipt requested, or by personal service. A notice or any other item herein required to be served which is mailed and addressed to the address set forth under the signature hereto of the party for whom it is intended, shall be deemed served and conclusively received five (5) days after it is mailed. A party may, by notice given as herein provided, change the address for notices to be sent to such party.
- 15. FINAL AGREEMENT.** All contracts and agreements heretofore made by the parties hereto or their agents pertaining to the sale and purchase of the Property are merged into and superseded by this Agreement which constitutes the sole and entire Agreement thereon between the parties hereto.
- 16. EXECUTION OF INSTRUMENTS.** The Parties hereto agree to execute, acknowledge and deliver such instruments as shall be proper and necessary to carry out and effectuate the undertakings of the Parties as expressed in this Agreement.
- 17. TITLE INSURANCE – COMMITMENT.** Within thirty (30) days of the Execution Date, Seller shall, at Seller's expense, provide a preliminary commitment for a standard form policy of title insurance to be issued through Latah County Title Company to Buyer. Said preliminary commitment and the title policy to be issued shall contain no exceptions other than those provided in said standard form, permitted exceptions and those noted herein. Within ten (10) days of receiving a title commitment, Buyer shall notify Seller of any title exceptions it wishes to have removed. Seller shall notify Buyer if unacceptable title exceptions cannot be removed before the end of the Due Diligence Period. If title cannot be made so insurable prior to the closing date, this Agreement is voidable at the option of Buyer.
- a. Unapproved Exceptions. If any exceptions (other than those specified herein) shown on the Commitment are objected to in writing by the Buyer at least twenty (20) days prior to closing, they shall be removed by Seller by closing.
 - b. Policy. At closing, Seller shall purchase and deliver to Buyer a standard form Purchaser's policy ("Policy") satisfying the following specifications:
 - i. the Policy shall name Buyer as the insured in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000); and
 - ii. the Policy shall insure Buyer as the owner of the Real Property, subject only to the following special exceptions: (a) real property taxes subsequent to the date of closing; (b) liens, encumbrances, and conditions accepted in writing by the Buyer on or before closing; and (c) any permitted exceptions and exceptions noted herein.
- 18. AGREEMENT LANGUAGE.** The parties agree that the language, terms, covenants, conditions and agreements contained in this Agreement are all the product of the negotiations of the parties. No provision of this Agreement is to be interpreted for or against any party because that party or its attorney drafted the provision. The headings in this Agreement are for reference only, and shall not in any way control the meaning or interpretation of this Agreement.

19. MISCELLANEOUS. This Agreement is subject to the following terms and conditions.

- a. That the Moscow City Council formally accept and approve, in a public meeting, this Agreement to Purchase Real Property.
- b. There are no liens, encumbrances or defects upon the title to the Property, which are to be discharged or assumed by Buyer, and title to the Property shall not be subject to any such liens, encumbrances or defects.
- c. On or before the closing date, Seller and Buyer shall deposit with the closing agent all funds and instruments necessary to complete the sale.
- d. Seller shall deliver possession to Buyer at time of closing, or earlier by written mutual agreement, without restrictions, covenants, or other encumbrances. Closing means the date on which all documents are recorded and the sale proceeds are available to Seller. Any extension to Possession must be agreed upon in writing by the Buyer and Seller.
- e. Prior to closing, Buyer shall have the right to enter the Property for inspections, investigations, surveying, geotechnical work, and other testing of the Property at reasonable times during the life of this Agreement.
- f. Should the Property or any improvements thereon be materially damaged by Seller prior to closing this sale, this Agreement is voidable at the option of Buyer.

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

21. EFFECTIVE DATE. Effective date hereof means the date that this Agreement is dated immediately below and is the date on which it will take effect regardless of whether one or more of the parties hereto signed it before or after that date.

DATED this ____ day of _____, 2020.

SELLER

Gritman Medical Park LLC
700 South Main Street
Moscow, ID 83843

By:

Kara Besst, Manager

BUYER

City of Moscow, Idaho
206 East Third St.
Moscow, ID 83843
ATTN: Laurie Hopkins, City Clerk
By:

Bill Lambert, Mayor

ATTEST:

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, a Notary Public in and for said State, appeared Kara Besst, known to me to be the person named above and acknowledged that she executed the foregoing document as the duly authorized representative for Gritman Medical Park LLC.

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

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

Exhibit A

56875
OK

WARRANTY DEED

NO. 570987
AT THE REQUEST OF
LATAH COUNTY TITLE CO.
DATE & HOUR 3:27:15 11:24
HENRIANNE K. WESTBERG
LATAH COUNTY RECORDER
FEE \$ 13.00 BY [Signature]

KNOW ALL MEN BY THESE PRESENTS:

That CHRIST CHURCH, an unincorporated nonprofit association, hereafter referred to as the GRANTOR, for and in consideration of the sum of One Dollar and other things of value, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto GRITMAN MEDICAL PARK, LLC, an Idaho limited liability company, whose current address is 700 S. Main St., Moscow, Idaho 83843, the following described real property situated in Latah County, State of Idaho, to-wit:

Lots 1 and 2, Block 6, Original Town of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all estate, right, title and interest in and to said property, as well in law as in equity of the said GRANTOR.

THE GRANTOR hereby covenants and warrants that the above described premises are free and clear of liens and encumbrances of whatever kind and nature whatsoever, EXCEPT FOR (a) SUBJECT TO Reservations in United States Patent, restrictive covenants, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto; and that the GRANTOR will warrant and defend the said premises against all lawful claims and demands except those hereinabove excepted.

WARRANTY DEED-PARCEL I

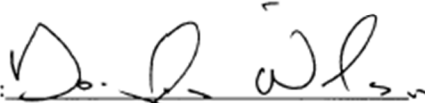
-1-

CHRIST CHURCH

570987

DATED this 26th day of March, 2015.

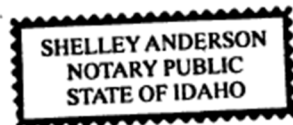
CHRIST CHURCH, an unincorporated
nonprofit association,

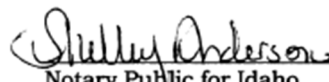
By: 
DOUGLAS WILSON

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Latah)

On this 26th day of March, 2015, before me, the undersigned Notary Public in and for said State, personally appeared DOUGLAS WILSON, known or identified to me to be the individual authorized by the Elders of CHRIST CHURCH to execute said *Warranty Deed* on behalf of CHRIST CHURCH, an unincorporated nonprofit association, that executed the within instrument, and acknowledged to me that said unincorporated nonprofit association executed the same.




Notary Public for Idaho,
Residing in Latah County.
My Commission Expires: 3-19-2020

WARRANTY DEED-PARCEL I

-2-

CHRIST CHURCH

Exhibit B

SUMMARY OF PROPERTY OWNER'S RIGHTS WHEN CITY SEEKS TO ACQUIRE PROPERTY

The City of Moscow, a municipal corporation of the State of Idaho (hereinafter "CITY"), has been granted the power under the Idaho Constitution and the laws of the State of Idaho and the United States to acquire private property for public use; often referred to as "eminent domain" or "condemnation." The power may only be exercised when three (3) conditions are satisfied: (i) the property is needed for a public use; (ii) the acquisition of the property is necessary to such public use; and (iii) the acquisition and use must be in the manner which will be most compatible with the greatest public good and the least private injury.

If CITY desires to exercise its power of eminent domain, it must negotiate with the property owner in good faith to purchase the property sought and/or to settle with the owner for any other damages which might result to the remainder of the owner's property. The property owner is entitled to be paid for any reduction in the value of the owner's remaining property. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code. The value of the property to be acquired is to be determined based upon the highest and best use of the property. If negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to an assessment of damages from a court, jury, or referee as provided by Idaho law.

The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense. Upon request, CITY shall deliver to the owner a copy of all appraisal reports concerning the owner's property, prepared by CITY. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.

The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which CITY condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by CITY by ten percent (10%) or more, CITY may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

This summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the County Assessor as the owner of the property to be acquired, or, if hand delivered, to such person who acknowledges receipt of the form in writing on the form. A second copy will be attached to the appraisal at the time it is delivered to the owner.

If CITY desires to acquire property, pursuant to Idaho Code Title 7, Chapter 7, Eminent Domain, CITY or any of its agents or employees shall not give the owner any deadlines, less than thirty (30) days, as to when the owner must respond to the initial offer. A violation of this provision shall render null and void any action pursuant to I.C. Title 7, Chapter 7, Eminent Domain.

Nothing in this summary of rights alters the assessment of damages set forth in I.C. Section 7-711.

Any questions concerning this summary of rights form should be directed to Mia Bautista, City Attorney at (208) 883-7026 or at mbautista@ci.moscow.id.us.



Heart of the Arts



Bill Lambert
Mayor

Brandy Sullivan
Council President

Art Bettge
Council Vice-President

Sandra Kelly
Council Member

Maureen Laflin
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member



Gary J. Riedner
City Supervisor



City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



VIA ELECTRONIC MAIL
ORIGINAL VIA USPS

June 1, 2020

Kara Besst, CEO
Gritman Medical Center
700 S. Main Street
Moscow, ID 83843

RE: **NON-BINDING** Letter of Intent to purchase 504 S. Washington Street (Latah Assessor Parcel #RPM0001006001A)

This non-binding commercial purchase letter of intent (the "Letter of Intent") presents the basic terms for an agreement between the Buyer and Seller. After this Letter of Intent has been fully-executed, a formal purchase agreement may be constructed to the benefit of the Parties involved.

1. The Buyer: City of Moscow, 206 E. Third Street, Moscow, ID 83843 (the "Buyer").
2. The Seller: Gritman Medical Park LLC, 700 South Main Street, Moscow, ID 83843 (the "Seller").
3. Property Address is: 504 S. Washington Street (Latah Assessor Parcel #RPM0001006001A) (the "Property"). A more particularly described legal description will be provided in forthcoming formal purchase agreement.
4. Purchase Price: The Buyer shall purchase the Property for EIGHT HUNDRED SEVENTY-FIVE THOUSAND Dollars (\$875,000.00) (the "Purchase Price").
5. Purchase Terms: Payment of the Purchase Price shall be made in cash upon closing.
6. Purchase Agreement: Upon execution of the Letter of Intent, Buyer and Seller intend to negotiate in good faith and cause a draft of the Purchase Agreement to be prepared by Buyer that will embody the terms and conditions consistent with the transaction contemplated herein.
7. Earnest Money Deposit: Upon the execution of the Purchase Agreement, Buyer shall deposit cash, a certificate of deposit issued by a Federal or State bank, or other security instrument acceptable to Seller (hereinafter "the Deposit") in the amount of Five Thousand Dollars (\$5,000) into Escrow with the mutually



amount of Five Thousand Dollars (\$5,000) into Escrow with the mutually selected title company. The Deposit shall be non-refundable, subject to exceptions and terms contained in the Purchase Agreement, and will be applied toward the Purchase Price.

8. **Due Diligence Period:** Buyer shall have until 5:00 PM on September 1, 2020, to complete all review and inspections, to satisfy itself as to the matters relating to such reviews and inspections. Seller will provide to Buyer within five (5) days of execution of the Purchase Agreement all material documentation in its possession or control including, but not limited to, environmental studies, building condition, title reports, survey, improvement plans and specifications currently in its possession relating to the property. The Buyer, and Buyer's agents and consultants, shall be permitted to enter the Property, with Forty-Eight (48) hour notice to Seller, to inspect the Property during the due diligence period. In the event that Buyer is not satisfied with its review Buyer will notify Seller of its election not to proceed. In the event of written disapproval by Buyers, the Purchase Agreement will terminate immediately.
9. **City Council Approval:** This letter of intent is conditioned upon the City Council's acceptance and approval of the Purchase Agreement in a public meeting.
10. **Closing:** The Closing shall occur within Fifteen (15) days of the expiration of the Due Diligence Period, or earlier by mutual agreement (the "Closing"). Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.
11. **Closing:** Seller and Buyer shall be responsible for the following at Closing:
 - a) Seller shall order and provide to Buyer a standard title commitment to be dated on Closing date issued by the title company chosen by the parties;
 - b) Buyer shall pay all notary fees, the escrow fee, and recording fees;
 - c) The premium for a standard title insurance policy to be paid by the Seller;
 - d) Seller shall pay ad valorem taxes, if any, upon the Subject Property for any time prior to the Closing date, (it being understood and agreed by the parties that all ad valorem taxes and assessments levied and/or imposed for any period commencing upon or after the Closing date shall be attributable to and paid by Buyer);
 - e) Any real estate commissions and fees, if any, shall be paid by the party employing the same; and
 - f) Seller and Buyer shall pay, pro rata, any state, county, or city documentary transfer tax.
12. **Conveyance of Title:** At Closing, Seller agrees to deliver to Buyer a warranty deed, in recordable form, conveying Seller's interest in the Property, and all



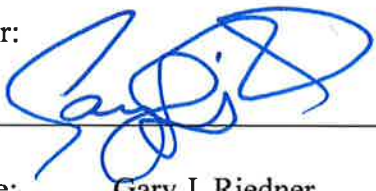


interests appurtenant thereto, to Buyer, free and clear of all liens, claims and encumbrances, except for permitted exceptions.

13. Possession: Possession of the Property shall be given upon Closing, or earlier by mutual agreement (the "Possession"). Any extension to the Possession must be agreed upon in writing by the Buyer and Seller.
14. Binding Effect: This Letter of Intent shall be considered non-binding and the Parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching an agreement in the future, and this Letter of Intent does not bind the Buyer or Seller.
15. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Seller shall not engage in negotiations for the sale of the Property with any other party unless either the Buyer and Seller agree in writing to terminate this Letter of Intent, or the Buyer and Seller fail to sign a Purchase Agreement within Sixty (60) Days from the date of the last signature upon this Letter of Intent.
16. Governing Law: This Letter of Intent shall be governed under the laws of the State of Idaho.
17. Eminent Domain: While the Buyer has no intention of acquisition of the subject property by means of eminent domain, Seller shall acknowledge receipt of the notice of the Advice of Rights form attached hereto and incorporated herein as Exhibit 'A' which is required to be provided to the Seller under State Law and which is intended to inform the Seller of their rights whenever a state or local unit of government or a public utility is beginning negotiations to acquire a parcel of real property in fee simple.

Very truly yours,

Buyer:

By: 

Name: Gary J. Riedner,

Title: City Supervisor

Date: June 1, 2020





AGREED, ACCEPTED, and ACKNOWLEDGE RECEIPT OF ADVICE OF RIGHTS:

Seller:

By: Kara Besst

Name: Kara Besst

Title: Manager

Date: 6-3-2020

c: Bill Lambert, Mayor
Moscow City Council
Mia Bautista, City Attorney
Bill Belknap, Deputy City Supervisor



EXHIBIT A
SUMMARY OF PROPERTY OWNER'S RIGHTS
WHEN CITY SEEKS TO ACQUIRE PROPERTY

The City of Moscow, a municipal corporation organized under the laws of the State of Idaho ("CITY") has been granted the power under the Idaho Constitution and the laws of the State of Idaho and the United States to acquire private property for public use; often referred to as "eminent domain" or "condemnation." The power may only be exercised when three conditions are satisfied: (i) the property is needed for a public use; (ii) the acquisition of the property is necessary to such public use; and (iii) the acquisition and use must be in the manner which will be most compatible with the greatest public good and the least private injury.

If CITY desires to exercise its power of eminent domain, it must negotiate with the property owner in good faith to purchase the property sought and/or to settle with the owner for any other damages which might result to the remainder of the owner's property. The property owner is entitled to be paid for any reduction in the value of the owner's remaining property. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code. The value of the property to be acquired is to be determined based upon the highest and best use of the property. If negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to an assessment of damages from a court, jury, or referee as provided by Idaho law.

The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense. Upon request, CITY shall deliver to the owner a copy of all appraisal reports concerning the owner's property prepared by CITY. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.

The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which CITY condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by CITY by ten percent (10%) or more, CITY may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

This summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property to be acquired or if hand delivered to such person who acknowledges receipt of the form in writing on the form. A second copy will be attached to the appraisal at the time it is delivered to the owner.

If CITY desires to acquire property pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code, CITY or any of its agents or employees shall not give the owner any deadlines as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of this provision shall render null and void any action pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code.

Nothing in this summary of rights alters the assessment of damages set forth in Idaho Code Section 7-711.

Any questions concerning this summary of rights form should be directed to Mia Bautista, City Attorney.



