Moscow City Council

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday, September 8, 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 August 17, 2020 Minutes - Laurie M. Hopkins**

   Minutes presented for approval.

   ACTION: Approve minutes.

   B. **Personnel Policy, Updated Hiring Policies - Jen Pfiffner**

   The City of Moscow Personnel Policy handbook is in the process of being updated. Policies were last updated and approved in 2014. Updates related to hiring practices, processes and all aspects of becoming an employee at the City of Moscow are presented for consideration. Policy updates include recommendations from ICRMP, legally required language, and are based on current practices that have evolved since the last policy update. All policies are reviewed by the Employee Advisory Committee, Risk Management Team, Department Heads, City Attorney, and City Supervisor.

A Telecommuting Policy and accompanying Standard Operating Procedure is also being proposed for consideration. This policy has been developed in light of COVID-19 work at home time experienced earlier this year. The policy outlines guidance for telecommuting arrangements that may be made for applicable and appropriate positions for regular work as well as during extenuating circumstances. This was reviewed by the Administrative Committee on August 24, 2020 and recommended for approval.

ACTION: Approve the proposed updates to Hiring and Telecommuting policies of the City of Moscow's Personnel Policies.

C. Resolution for Destruction of City Records - Laurie M. Hopkins / Gary J. Riedner

In 2008, the City Council adopted Resolution 2008-12 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed retention schedules and current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney. This was reviewed by the Administrative Committee on August 24, 2020 and recommended for approval.

ACTION: Approve the resolution for destruction of certain City records.

D. Paradise Creek Flood Hazard Mitigation Study Professional Services Agreement - Bill Belknap

As authorized by City Council, following a flooding event in 2017, the City applied for a Flood Hazard Mitigation Grant to study Paradise Creek from the Troy Highway to Darby Road to assess potential mitigation actions to reduce the risk of property damage within the study area. In January of 2020, the City received notice of award for the grant in the amount of $295,200. The local match for the study totals $98,400 including $46,800 in cash match and $51,600 in in-kind staff time for project administration. The City issued a request for statements of qualifications for a consultant to perform the study. Two responses were received and the review committee recommended the selection of Aspect Consulting for the project. Staff and Aspect have negotiated the professional services agreement scope and budget for the Council's review and approval. It is anticipated that the project will take approximately 14 months to complete. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and recommended for approval.

ACTION: Approve the professional services agreement with Aspect Consulting LLC.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. **Mayors Appointments (ACTION ITEM)**

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

5. **Citizen Commission Report - Farmers Market Commission – Amanda Argona / Jamie Hill**

6. **PUBLIC HEARING: Gateway on Sixth Addition Rezone, Preliminary Plat, and Planned Unit Development (ACTION ITEM) - Mike Ray**

   The applicant, J&S Holding Company, LLC, is proposing to subdivide a 2.49-acre area generally located to the north of the intersection of Sixth Street and Deakin Avenue. The proposed preliminary plat would create twenty-seven (27) townhouse parcels ranging from 634 to 638 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition. Also included in the proposal is a Planned Unit Development (PUD) on the northern 1.41 acres to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor. The third component of the application is a request to rezone the subject property from the current combination of Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts to a combination of the Central Business (CB) and Multiple Family Residential (R-4) Zones.

   The Planning and Zoning Commission conducted a public hearing for this matter on July 22, 2020 and recommended approval of the preliminary plat with three (3) conditions and recommended approval of the rezone and PUD with no conditions.

   PROPOSED ACTIONS: Conduct the public hearing upon the proposed rezone, PUD, and preliminary plat and upon consideration of any testimony presented:

   1. Approve the rezone; or approve the rezone with conditions; or reject the rezone; or take such other action as deemed appropriate.
   2. In accordance with the decision upon the rezone, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
   3. Approve the PUD for Gateway on Sixth Addition; or approve the PUD with conditions; or reject the PUD; or take such other action as deemed appropriate.
   4. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
   5. Approve the Gateway on Sixth Addition preliminary plat with the three (3) conditions recommended by staff; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take such other action as deemed appropriate.

6. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

7. PUBLIC HEARING: Community Development Block Grant Application (ACTION ITEM) - Alisa Anderson, Nate Suhr

The City's Capital Improvement Plan (CIP) encourages combining future projects that share common goals to allow for the greatest efficiency and to maximize funding opportunities. These combined projects are excellent candidates for grant funding and if successful, grant funding can be leveraged to complement local funding and allow projects to be constructed ahead of schedule. After analyzing the Parks and Recreation Capital Improvement Plan, City staff identified four separate projects at both Mountain View and Indian Hills Parks that align well with the goals of the Idaho Community Development Block Grant (ICDBG) program to enhance ADA access to these public park facilities. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and forwarded to the City Council for public hearing on September 8, 2020 and with a recommendation for approval.

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony, approve submittal of an Idaho Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects to the Idaho Department of Commerce; or take such other action deemed appropriate.

8. PUBLIC HEARING: Open Budget for Fiscal Year 2019-2020 (FY2020) (ACTION ITEM) - Gary J. Riedner / Sarah Banks

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards, and the City Council has authorized expenditures, including fleet purchases including a Sewer Jet-Vac truck, police body cameras and equipment for employees working remotely and unanticipated capital projects. Staff is proposing to amend Ordinance 2019-09 in the amount of $2,201,207 to accommodate the authorized appropriations. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and forward the item to the full Council for a public hearing to take place September 8, 2020.

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

9. Resolution to Extend Public Health Emergency Order 20-04 (ACTION ITEM) - Gary J. Riedner

Pursuant to Moscow City Code Title 1, Chapter 11, Section 5(B), on September 2, 2020, Mayor Lambert issued Public Health Emergency Order 20-04, allowing temporary childcare/tutoring facilities to operate under the definition of a daycare but with certain reduced requirements within the City of Moscow. Pursuant to Idaho Code section 46-1011, and MCC 1-11-5(B), the

Public Health Emergency Order is effective for seven (7) days, unless extended by resolution of the City Council. The draft resolution in the Council packet extends Emergency Order 20-04 until January 1, 2021.

Following the recent decision of the Moscow School District to have students attend in-class instruction for two days per week with three additional days of on-line instruction due to the COVID-19 pandemic, the City has received a number of calls from daycare providers and others expressing the desire to open tutoring centers to assist children and parents during this extraordinary event. City Staff met to discuss the matter and identify what actions the City could take to assist the community during this event, while also ensuring the safety of the children who may be served by these temporary facilities.

Staff has prepared a temporary Day Care/Tutoring Center proposal to help meet the potential anticipated community need. The proposal was presented to Administrative Committee on August 24, 2020.

PROPOSED ACTIONS: Adopt the resolution extending Public Health Emergency Order 20-04 until January 1, 2021, or take such other action deemed appropriate.

10. Solid Waste Franchise Agreement Amendment (ACTION ITEM) - Tim Davis / Tyler Palmer

There are four areas within the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc. (LSI), being proposed to be amended. LSI has requested financial relief from the City for revenue losses experienced from the operations of the Moscow Recycling Center and additional compensation for necessary extra garbage and recycling routes, resulting from the 2016 decision by City Council, electing not to eliminate residential alley collection of solid waste and recycling, as had been proposed by LSI at that time. The current proposal removes tires and household hazardous waste disposal costs from the current miscellaneous rate. These items would be compensated as they had been prior to 2013, as a direct reimbursement to LSI for actual costs of disposal. The City will also relieve LSI of the majority of the recycling education duties and shift the education role in-house for efficiency and cost savings. This was reviewed by the Public Works/Finance Committee on August 24, 2020 and was forwarded to the full Council for discussion.

PROPOSED ACTIONS: Approve the Resolution Amending the Solid Waste Franchise Agreement Exhibits A, C, D E, and G, or take such other action deemed appropriate.

11. Update on Governor's Public Safety Grant Initiative and Revision and Acceptance of Updated L-2 and Appropriation Ordinance (ACTION ITEM) - Gary J. Riedner / Sarah Banks

On August 17, 2020, the City Council approved the City's participation in the Governor's Public Safety Grant Initiative (GPSGI) in the amount of $1,646,816 for FY2021. The GPSGI utilizes federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. The GPSGI provides funding for public safety payroll expenses to city and county governments that agreed to participate in the Initiative and further agreed to provide the resulting savings as property tax relief to their taxpayers by foregoing the taxes that would otherwise traditionally have been collected.

On July 6, 2020, the City Council had approved the filing of a Letter of Intent to participate in the GPSGI. The City of Moscow was notified that it had been approved to receive $1,646,816 in GPSGI funds, which includes 3% allowed Administrative Expenses, and Moscow Urban Renewal Agency (MURA) increment, both of which are deducted from the amount to be used for property tax relief.

Staff presented amended FY2021 Appropriations Ordinance 2020-08 which was approved under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary. The City Council also authorized the Mayor to execute a revised L-2 Property Tax Certification.

On August 25, 2020, the City was informed by the Idaho State Tax Commission that the amount of the increment to be paid to the Moscow Urban Renewal Agency had been recalculated, which necessitates a further amendment of the FY2021 Appropriations Ordinance and further revision of the L-2 Property Tax Certification. Those revised documents are included in the backup for City Council consideration.

Staff has also received, and is continuing to receive, further guidance regarding the GPSGI. In order to provide for as much time as possible to continue to research the program, Mayor Lambert has requested an extension of time to file the L-2, pursuant to Idaho Code section 63-803(3), in accordance with the memo from the City Supervisor included the Council packet.

PROPOSED ACTIONS:

1. Review and approve the draft second revised FY2021 Appropriations 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 take such other action deemed appropriate; and
2. Authorize the Mayor's execution of the revised L-2 property tax certification; or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

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

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

Moscow City Council

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 17, 2020 **7:00 PM** **Council Chambers 206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Bill Lambert, Art Bettge (video), Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala (video)
STAFF: Gary J. Riedner, Mia Bautista (video), Bill Belknap (video), James Fry, Sarah Banks (video), Jesse Flowers (video), Tyler Palmer (video), Laurie M. Hopkins (video)

PLEDGE OF ALLEGIANCE
Council Member Laflin led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 17, 2020 Minutes - Laurie M. Hopkins

Minutes provided for approval.

ACTION: Approve minutes.

B. Disbursement Report July 2020 - Sarah Banks

Accounts Payable Report for the month ending July 2020.

ACTION: Approve the Disbursements Report for the month of July 2020.

C. CARES Act Idaho Commission on the Arts Grant Application - Megan Cherry

The Idaho Commission on the Arts is facilitating the disbursement of CARES Act Round 1: Relief for Organizations funds to all current recipients of its Entry Track and Public Programs in the Arts grants. The Arts Department is a participant in both grant programs, and has been assigned funding in the amount of $4826 to support operations in FY21. This opportunity requires the completion of a simple application followed by final reporting at the end of the fiscal year. If Council approves this application, the funding will support the presentation of a third exhibition at the Third Street Gallery during the year.

ACTION: Direction to staff to complete ICA CARES Act Round 1: Relief for Organizations grant application.

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

DRAFT

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. MPD Body-Worn Camera Proposal (ACTION ITEM) - Gary J. Riedner

The Moscow Police Department has been employing a Community Policing model which emphasizes education over enforcement and acts as a basis for professional, ethical and respectful law enforcement. This Community Policing philosophy has been employed for many years and as a result the MPD continues to support high standards of fairness, integrity, compassion and transparency. The use of individual body-worn cameras by law enforcement has increased over the past several years, and as the memo from Chief James Fry indicates, use of body-worn cameras has been identified in MPD's strategic planning process. Further, body-worn cameras have several advantages, including providing additional evidence, enhancing transparency of contacts between officers and community members, and increasing accountability of all parties to a law enforcement contact. The memo in the Council meeting packet discusses the various factors to be considered when making the decision to deploy body-worn cameras, in addition to the funding of a body-worn camera initiative. This was reviewed by the Public Works/Finance Committee on August 10, 2020 and was forwarded to the full Council for discussion, with a recommendation for approval.

PROPOSED ACTIONS: Approve the purchase and deployment of body-worn cameras by officers of the Moscow Police Department, including approval of funding proposal, all as included in the memo from the City Supervisor, or take such other action deemed appropriate.

Riedner introduced the item as written above and described startup and continuing costs including the cameras and storage for the footage. If the workload of curating and redacting the footage for public records requests is too much, there is some capacity to increase part-time to full time and would be included in the FY2022 budget. There is a need to protect privacy with public records but would not be an invasion of privacy because a citizen didn't want to have a recording. Cameras will be used when responding to high risk calls such as traffic stops and domestic violence calls. There will be an education piece in the implantation and will include why the department will utilize cameras. Bettge expressed concern with the additional ongoing personnel costs is a concern. Taruscio moved, Zabala seconded to approve the purchase and deployment of body-worn cameras by officers of the Moscow Police Department, including approval of the funding proposal, all as included in the memo from the City Supervisor. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Draft Revision and Acceptance of Updated L-2 and Appropriation Ordinance (ACTION ITEM) - Gary J. Riedner / Sarah Banks

At the August 3, 2020 City Council meeting, Ordinance 2020-07 (the FY2021 Appropriations Ordinance) was approved under suspension of the rules requiring three complete and separate readings and that ordinance be read by title and published by summary. The City Council also

DRAFT

authorized the Mayor to execute the L-2 property tax certification in the aggregate amount of $7,276,525. As staff reported at that meeting, Governor Little had proposed the Public Safety Grant Initiative, which provided funding for public safety payroll expenses to city and county governments that agreed to participate in the Initiative and further agreed to provide the resulting savings as property tax relief to the taxpayers of the participating units of local government by foregoing the taxes that would otherwise traditionally have been collected. The City Council had approved the filing of a Letter of Intent to participate in the Initiative. The City of Moscow was notified that it had been approved to receive $1,646,816, in Public Safety Grant Initiative funds, which includes 3% allowed Administrative Expenses, and Moscow Urban Renewal Agency (MURA) increment, both of which are deducted from the amount to be used for property tax relief. At this time staff has not been advised of the amount of MURA increment. This amount is necessary in order to revise the City's FY2021 Appropriations Ordinance, as well as the final L-2 Property Tax Certification. The final date for submittal of the L-2 to Latah County is September 10, 2021. Staff has attached drafts of the revised Appropriations Ordinance and L-2 for illustrative purposes. If information is received on Monday, August 17, the final documents will be submitted for City Council approval.

PROPOSED ACTIONS: Review the draft revised Appropriations Ordinance and L-2 Property Tax Certification and provide staff direction.

Riedner introduced the item as written above and explained the changes to the L-2 due to receiving the Moscow Urban Renewal Agency increment amount. There are questions that the CARES act funding according to treasury regulation is not to be used for revenue replacement. A question has arisen whether this public safety personnel reimbursement proposal actually replaces funding and therefore would not be in conformance with the CARES Act. The governor issued an executive order last week indicating his office has been in contact with White House staff and treasury staff and were assured the program is valid. Urban renewal agencies receive their tax increment from a calculation of the property tax levy and is received from the counties. Because this is property tax replacement funding, the City will need to be pay the Moscow Urban Renewal Agency from this funding, rather than Latah County. To participate in the program and receive the funding, the City must reduce property taxes in a commensurate amount. The allowable 3% tax increase would then be available next year. Public education that this is a one-time program is extremely important. Sullivan moved and Kelly seconded to approve the FY2021 amended appropriations ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2020-08:
AN ORDINANCE REPLACING AND SUPERSEDING ORDINANCE 2020-07, ENTITLED ANNUAL APPROPRIATION ORDINANCE; THIS NEW ORDINANCE IS ENTITLED "AMENDED ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING NINETY-SIX MILLION ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS ($96,133,513) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2021 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2020, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2021, AND ALLOTTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF SEVEN MILLION FOUR HUNDRED TWENTY THOUSAND SIX HUNDRED EIGHTY-EIGHT ($7,420,688) FOR THE 2021 FISCAL YEAR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE

DRAFT

DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Sullivan moved and Laflin seconded to approve the revised 2021 L-2 property tax certification and authorize Mayor's signature and transmittal to Latah County by September 10, 2020. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Fair and Affordable Housing Commission – Taruscio said the Commission is drafting a response and collaboration letter for the housing study completed by PEP, for representation on the leadership team.

Planning and Zoning Commission – Kelly said the items being reviewed by the Commission will be brought forward to Council.

1912 Center Facilities Committee – Kelly reported the floors are being finished, lights are installed and final drywalling is beginning.

Moscow Pathways Commission – Kelly said August is bicycle month and rather than a public bike tour, the commission will go on a bike tour and take photographs and video of the various paths.

Moscow Volunteer Fire Department – Laflin said the annual fundraising event is usually in conjunction with the homecoming parade and in light of COVID, the Department is trying to decide whether to request closure of the street for take-out orders.

Sustainable Environment Commission – Laflin reported the Commission is trying to promote Moscow as a bee city and drafting a climate report.

Human Rights Commission – Laflin said the Commission finalized the letter to Council regarding gender neutral bathrooms; the theme for the Commission this year is Intersectionality.

Moscow Tree Commission – Sullivan said the Arbor Day event requirement is being waived by Tree City USA; discussed the commission alone planting a tree; a member will participate in the climate discussions with SEC; discussed downtown tree replacement plan.

Mayor

The Mayor thanked the citizens in Moscow for doing the best they can during this pandemic. There are good things on the horizon. Keep spirits high as Moscow moves forward.

Staff

No report.

ADJOURN

The meeting adjourned at 7:57 p.m.

DRAFT

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

COMMITTEE STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF

Jen Pfiffner, Assistant City Supervisor

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Personnel Policy, Updated Hiring Policies - Jen Pfiffner

DESCRIPTION

The City of Moscow Personnel Policy handbook is in the process of being updated. Policies were last updated and approved in 2014. Policies have been divided into segments to provide a manageable approach to review and consideration for approval. Policies related to hiring practices and processes are presented for consideration. These policies are related to all aspects of becoming an employee at the City of Moscow.

Policy updates include recommendations from ICRMP, legally required language, and are based on current practices that have evolved since the last policy update. Policies have been updated and revised to include Standard Operating Procedures (SOP) where appropriate to aid with interpretation and implementation of policies and practices.

All policies are reviewed by the Employee Advisory Committee, Risk Management Team, Department Heads, City Attorney, and City Supervisor. Notable changes to the hiring policies as presented include:

- Equal Employment Opportunity
- Americans with Disabilities Act
- Veteran's Preference & Rights
- Preference for Hiring from Within
- Re-Employment of Former Employees
- Nepotism/Hiring of Relative
- Promotion & Transfer

A Hiring SOP and a Promotion and Transfer Policy SOP were developed to support policies.

An additional Telecommuting Policy and accompanying SOP is also being proposed for consideration. This policy has been developed in light of COVID-19 work at home time experienced earlier this year. The policy outlines guidance for telecommuting arrangements that may be made for applicable and appropriate positions for regular work as well as during extenuating circumstances.

STAFF RECOMMENDATION

Approve the proposed updates to Hiring and Telecommuting policies of the City of Moscow's Personnel Policies.

PROPOSED ACTIONS

ACTION: Approve the proposed updates to Hiring and Telecommuting policies of the City of Moscow's Personnel Policies.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Hiring
2. Telecommuting

EQUAL EMPLOYMENT OPPORTUNITY

All selection of employees and all employment decisions, including classification, transfer, discipline, and discharge, will be made without regard to race, color, religion, sex, gender, sexual orientation, gender expression or identity, age, marital or familial status, national origin, or non-job-related physical or mental disability, or any other characteristic protected by law. No job or class of jobs will be closed to any individual except where a mental or physical attribute, sex or age is a bona fide occupational qualification.

Any concerns regarding hiring or other employment practices should be brought to the Human Resources Department or City Supervisor's attention.

Employees can raise concerns and make reports without fear of retaliation. Anyone found to be engaging in any unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

DRAFT

AMERICANS WITH DISABILITIES ACT

The City will endeavor to make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. An employee should advise the department head, supervisor, or Human Resources Department if they require an accommodation to enable the employee to perform the job's essential tasks.

The City will also endeavor to make reasonable accommodations for its employees' religious needs and practices, including those related to appearance and observance of holidays. An employee should advise either the department head, supervisor, or Human Resources Department if they require accommodation for religious reasons.

DRAFT

VETERAN'S PREFERENCE AND RIGHTS

The City will grant a preference to US Armed Services veterans, a widow or widower of a veteran as long as they remain unmarried, and the spouse of a service-connected disabled veteran if the veteran cannot qualify for any public employment because of a service-connected disability in accordance with provisions of Idaho Code, Title 65, Chapter 5. In the event of equal qualifications for an available position, a veteran or family member who qualifies for the preference will be selected.

Employees who are qualified veterans returning to employment with the City following qualified military leave shall have the rights and responsibilities provided by Idaho Code §65-508 and the Uniformed Services Employment and Reemployment Rights Act, 38 USC. §4301, et seq. The returning veteran will be restored to his/her position with the same seniority, status, and pay that they would have had if there had been no military leave.

DRAFT

PREFERENCE FOR HIRING FROM WITHIN

Qualified City employees may be given preference over outside applicants to fill vacancies in the workforce without following the notice and selection procedures customarily required for hiring new employees.

DRAFT

RE-EMPLOYMENT OF FORMER EMPLOYEES

Former employees who left the City in good standing may be considered for re-employment. Former employees who resigned without written notice or were dismissed for disciplinary reasons may not be considered for re-employment. A former employee who is re-employed is considered a new employee from the date of re-employment unless the break in service is less than thirty days, in which case the employee will retain accumulated seniority. The length of service for the purposes of benefits is governed by the terms of each benefit plan, specifically PERSI. Employees who retire may be eligible, in certain circumstances, to be considered for re-hire.

DRAFT

NEPOTISM/HIRING OF RELATIVE

No person will be employed by the City when the employment would result in a violation of provisions found in Idaho Code, including but not limited to I.C. Title 74, Chapter 4, I.C. §18-1359 and their successors. Any employment made in violation of these sections may be void.

The appointment or employment of the following persons is expressly prohibited:

1. No person related to the Mayor or a City Council member by blood or marriage within the second degree by affinity (blood) will be appointed to any compensated office, position, employment or duty; and
2. No public servant, including Elected Officials and employees, will appoint or vote for the appointment of any person related to them by blood or marriage within the second degree by affinity (blood) to any compensated office, position, employment or duty. This means no one related within the second degree by affinity (blood) to anyone involved in any way in the hiring process can be hired and no one related to an applicant within the second degree by affinity (blood) can take part in the hiring process.

An employee whose relative is subsequently elected may be eligible to retain his/her position and pay increases as allowed by relevant provisions of Idaho law, including Idaho Code § 18-1359(5).

A member of an employee's immediate family will be considered for employment by the City if the applicant possesses all the qualifications for employment. However, an immediate family member will not be hired if the employment would:

1. Create either a direct or indirect supervisor/subordinate relationship with a family member; or
2. Create either an actual conflict of interest or the appearance of a conflict of interest.

Employees who marry another employee or become members of the same household as another employee may continue employment as long as there is not a direct or indirect supervisor/subordinate relationship between the employees.

These criteria will also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, the following definitions apply:

Immediate Family Member - A spouse, brother, sister, parents, children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any other member of the employee's household.

DRAFT

Spouse - A husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides.

Domestic Partner – As defined in Resolution 2007-31; Each are eighteen (18) years of age or older; share a close personal relationship and are each other's sole domestic partner; are responsible for each other's common welfare; are not legally married to anyone else nor has either had a domestic partner within thirty (30) days immediately prior to completing the application for enrollment to qualify as domestic partners; are not related by blood closer than would bar marriage in Idaho; share the same regular, and permanent residence and each intends to continue to do so indefinitely; jointly share financial responsibility for basic living expenses, including, but not limited to, the cost of food, shelter, and other costs such as medical expenses.

Child – A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis" by providing day-to-day care and/or financial support. For FMLA leave for adoption, foster care or a family member with a severe health condition, the child must either be under age 18, or age 18 or older and incapable of self-care because of mental or physical disability as defined by the ADA. For FMLA leave due to birth and care of a newborn child, the child must be under 12 months of age.

Parent – A biological, adoptive, step or foster parent, or another person who stood "in loco parentis" to the eligible employee when the employee was a child by providing day-to-day care and financial support. The term does not include parent-in-law.

Household – Reside in the same home and are responsible for each other's common welfare, share the same regular and permanent residence, and each intends to continue to do so indefinitely; jointly share financial responsibility for basic living expenses, including, but not limited to, the cost of food, shelter, and other costs such as medical expenses.

DRAFT

PROMOTION & TRANSFER

The City of Moscow strives to provide training and development for employees and to offer employees promotions to higher-level positions when appropriate. Promotions from within the City are encouraged, and supervisors may first consider current employees with the necessary qualifications and skills to fill vacancies unless external recruitment is considered to be in the City's best interest per the PREFERENCE FOR HIRING FROM WITHIN Policy.

The requirements for the new position determine an employee's basic eligibility for promotion or transfer. To be eligible for a promotion or transfer, employees must meet the new position requirements, have held the position they are currently in for at least six months, have a satisfactory performance record, and have no adverse disciplinary actions during the same six-month period. Employees may not request transfers for positions that are not currently open.

Job openings are typically posted publicly for both internal and external candidates; however, positions may be filled without posting notice. Current employee candidates considered for promotion are screened and selected based on attendance and work records, performance appraisals, and job-related qualifications, including in some instances, aptitude or achievement tests. Candidates for promotion must meet the requirements of the promoted position. Employees may request a transfer to an open position as posted, or Hiring Managers may recruit an employee for a position when appropriate.

Pay for promoted employees is managed on a case-by-case basis. Pay for transferred employees is handled as follows:

- Transferring to a position within the same salary range - continue at the existing rate of pay.
- Transferring to a position in a higher salary range will be paid at 85% of market of the higher range effective the day they start work in the new position, or if current pay is higher than 85% the employee will maintain their current rate of pay.
- Transferring to a position in a lower salary range pay at the employee's request, pay will be at 100% of market for the position, or the current rate of pay, whichever is lower.
- Employees transferred, for the City's convenience, to a job in a lower salary range will usually be paid at the existing rate of pay.
- Employees who are transferred for disciplinary reasons, lack of work, budgetary reasons, reorganization, will be paid at the lower rate commencing with the start of the new job.

Promoted and transferred employees are subject in their new positions to the provisions of the INTRODUCTORY PERIOD policy and are subject to all requirements of the new position.

DRAFT

	Department:	Human Resources
	SOP Name:	Hiring Policy Standard Operating Procedure
	SOP Author:	Jen Pfiffner, Deputy City Supervisor
	Date Approved:	

1. Purpose

To provide a process for consistency in the hiring process from advertisement through offer.

2. Scope

Those responsible for hiring decisions within the City of Moscow. This policy and process applies to hiring for all classifications of employees as outlined in the Employee Classification Policy in this Personnel Policy.

Process applies to internal and external job postings, requirements may differ, and internal process should always precede an external process if used.

3. Prerequisites

Position approval through the budget.

4. Responsibilities

Hiring Manager – The person who manages the hiring process, typically the direct supervisor of the position being hired. Hiring Managers are required to keep their immediate supervisor informed as appropriate.

Human Resources Department – Required to provide the ministerial functions of finalizing documents, posting and promoting open positions, coordinating with Administration as appropriate.

5. Procedure

Posting an Open Position

1. Hiring Manager contacts Human Resources Department (HR) to initiate job posting.
2. HR to provide to the Hiring Manager for review and updates:
    a. Job Description
    b. Job Advertisement
    c. Application Requirements
        i. At minimum, a job application for externally posted positions and a letter of interest for internally posted positions.
3. HR and Hiring Manager work together to finalize job description and advertisement.
4. HR provides recruitment timeline including:
    a. Date to post position
    b. Date application period for positions closes

DRAFT

    c. Date for which applications will be evaluated and routed to the Hiring Manager for review
    d. Potential start dates
5. HR posts position to applicable outlets including, but not limited to:
    a. City of Moscow Website
    b. City of Moscow Social Media
    c. Indeed.com
    d. Local papers, upon request
    e. Associations, upon request
    f. Others as appropriate
6. During the application period, Hiring Managers may have access to the online job application submitted via CivicPlus, or may visit HR to view hardcopies of submitted applications in the office. Digital copies of those applications are not made available until the position application period closes, and applications have been evaluated.
7. Once the application period closes, HR will evaluate submitted applications to determine which meet the minimum criteria per the requirements of the position as outlined in the job description. This process can take up to two (2) days after the close of the position. Copies of applications will be available after this evaluation is complete.

Interview Process

1. Once applications have been reviewed for minimum qualifications, eligible applications will be shared digitally with the Hiring Manager for review.
2. HR will provide upon request sample interview questions after Hiring Manager review.
3. HR will finalize interview questions and the required interview matrix for interviews.
4. Hiring Manager determines when and where to hold interviews and arranges to reserve interview room.
5. Hiring Manager contacts the candidates to schedule interviews; shares final schedule with HR
6. HR puts together interview packets to include:
    a. Interview schedule
    b. Job description
    c. Application copies
    d. Interview questions
    e. Interview matrix
7. Hiring Manager arranges for room to hold interviews, arranges for greeting interviewees as appropriate for the facility being utilized.
8. Hiring Manager conducts reference checks on selected candidate(s).
    a. HR can provide sample reference check questions.
9. Hiring Manager routes all paperwork back to HR to be filed in accordance with public record retention rules.

Offering a Position

1. Hiring Manager informs HR of the candidate chosen for the position to develop an offer letter. Information needed includes:

DRAFT

    a. Starting pay, typically 85% of market, anything above 85% should be discussed with Human Resources and is required to be approved by the City Supervisor.
    b. Start date – to coincide with the first day of a pay period.
    c. Any other details approved for the offer of the position, including additional vacation or other items.
    d. Any conditions of employment; items should be listed in the job description.
        i. Licenses
        ii. Certifications
        iii. Backgrounds checks
        iv. Miscellaneous
2. HR drafts an offer letter to be signed by the City Supervisor.
    a. Two originals are made, one for the employee's file and the other for the employee.
    b. Employee's original copy is sent to the Hiring Manager who contacts the candidate to make the formal offer.
3. HR, at Hiring Manager's direction, will contact unsuccessful interview candidates to let the candidate know that a decision has been made and that they were not selected.
4. HR, at Hiring Manager's direction, sends letters to candidates not interviewed to let them know of the decision.
5. Upon successful offer and acceptance of the position, HR will:
    a. Develop a Personnel Action Form as appropriate and obtain required signatures
    b. Notify Information Systems of new employee.
6. Hiring Manager is responsible for arranging for other equipment, gear, keys, etc. for the new employees.

6. References

Job Descriptions – M:\Human Resources\Public\Job Descriptions

Interview Matrix Samples – M:\Human Resources\Public\Interview Matrix Templates

7. Definitions

DRAFT

	Department:	Human Resources
	SOP Name:	Promotion and Transfer Policy Standard Operating Procedure
	SOP Author:	Jen Pfiffner, Deputy City Supervisor
	Date Approved:	

1. Purpose

Describe relevant background information.

2. Scope

Existing City of Moscow employees.

3. Prerequisites

Employees must meet the requirements of the new position, must have held the position they are currently in for at least six months, must have a satisfactory performance record, and must have no adverse disciplinary actions during the same six-month period. Employees may not request transfers for positions that are not currently open.

4. Responsibilities

Employee – as an interested applicant

Hiring Manager – as Hiring Manager and in certain instances to recruit employee as a candidate

Human Resources – to provide background review and recommendations as appropriate

Deputy City Supervisor – to review and forward requests as appropriate

City Supervisor – to approve or deny all requests

5. Procedure

Promotions and transfers are both managed as follows:

1. The employee submits the items required in the job posting for consideration.
    a. Process follows HIRING policy and standard operating procedure.
2. Hiring Managers initiates the procedure and proposes an employee for a position.
    a. Hiring Manager develops a proposal to the supervisor to be reviewed and approved by the Deputy City Supervisor for the group, before discussing the proposal with the employee.
    b. Once approved by the Deputy City Supervisor, the request is routed to the City Supervisor for consideration.

DRAFT

i. HR may be consulted for review of personnel files and recommendations as needed.

c. If approved, the employee is then informed and offered the position.
d. If denied, a hiring process following the HIRING policy and standard operating procedure commences.

6. References

City of Moscow Hiring Policy & SOP

City of Moscow Preference for Hiring from Within Policy

7. Definitions

DRAFT

TELECOMMUTING

Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of their work period. The City of Moscow considers telecommuting a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and positions but not for others. Telecommuting is not an entitlement, it is not a City-wide benefit, and it in no way changes the terms and conditions of employment with the City of Moscow.

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement made will be on a trial basis to be determined by the supervisor with the approval of the City Supervisor. Any arrangement may be discontinued at the sole discretion of the City. Every effort will be made to provide 2 weeks' notice of such change to provide time to address issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Eligibility

Individuals requesting formal telecommuting arrangements must be employed with the City of Moscow for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record, unless in cases of extenuating circumstances. Before entering into any telecommuting agreement, the employee and supervisor will evaluate the suitability of such an arrangement, reviewing the following areas:

1. Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
2. Performance measurement. The employee and supervisor will discuss the feasibility of developing a comprehensive work plan with consistent and measurable progress points.
3. Employee suitability. The employee and supervisor will assess the employee's needs and work habits, compared to traits customarily recognized as appropriate for successful telecommuting arrangements.
4. Equipment needs, workspace design considerations, and scheduling issues. The employee and supervisor will review the physical workspace needs and the appropriate location for the telework.
5. Tax and other legal implications. The employee must determine any tax or legal impact under IRS, state and local government laws, and restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

DRAFT

Should the employee and supervisor agree that a telecommuting arrangement may work, a draft Telecommuting Work Arrangement Form is required for review by the Deputy City Supervisor (or City Supervisor) of the operational group. If approved by the Deputy City Supervisor, the proposal is then forwarded to the City Supervisor. If the City Supervisor approves the proposal, a trial period is determined, and the arrangement may proceed.

Evaluation of employee performance during the trial period will include regular interaction by phone and e-mail between the employee and the supervisor, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and supervisor must complete an evaluation of the arrangement. Should it be determined that the needs of the employee and City are being met, any recommendations for modifications, and a request to continue the arrangement, must be submitted to the City Supervisor for approval. Evaluation of employee performance beyond the trial period will be consistent with employees working in-office in both content and frequency. Such assessment will focus on work output and completion of objectives as well as time-based performance.

An appropriate level of communication between the employee and supervisor is required as part of the discussion process and development of the telecommuting arrangement request. The supervisor and employee will communicate at a level consistent with peer employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

On a case-by-case basis, the City of Moscow will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each telecommuting arrangement. The Human Resource and Information System Departments will serve as additional resources in this matter.

Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City of Moscow accepts no responsibility for damage or repairs to employee-owned equipment. The City of Moscow reserves the right to determine appropriate equipment, subject to change at any time.

Equipment supplied by the City is to be used for business purposes only. The employee must sign an inventory of all the City of Moscow property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all City property will be returned to the City, unless other arrangements are made.

The City of Moscow will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.

DRAFT

The employee will establish an appropriate work environment for work purposes at their home. The City of Moscow will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, or repairs or modifications to the home office space.

Safety

Employees will maintain their home workspace in a safe manner, free from safety hazards. Employees must abide by the City of Moscow Employee Safety Policy. Each employee must agree to maintain their home workspace in keeping with the safety requirements outlined in the Telecommuting Arrangement Request Proposal. Injuries sustained by the employee in a home office location in conjunction with their regular work duties are to be immediately reported to the employee's supervisor and the Human Resources Department. The City has no responsibility or liability for any injuries sustained by visitors to the employee's home worksite.

Telecommuting is not a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective employees are encouraged to discuss expectations of telecommuting with family members before entering a trial period.

Security

Consistent with the City's expectations of information security for employees working at the office, telecommuting employees are expected to ensure the protection of sensitive information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Time Worked

Telecommuting employees who are not exempt from the Fair Labor Standards Act's overtime requirements are required to accurately record all hours worked using the City of Moscow's time-keeping system. Hours worked in excess of those scheduled per day, and per workweek requires the advance approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Informal Arrangements

An employee's supervisor may approve temporary telecommuting arrangements for circumstances such as inclement weather, special projects, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the City and with the consent of the employee's health care provider, if appropriate.

DRAFT

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the City. Informal arrangements that are temporary and short term in nature and do not require telecommuting arrangement approval.

DRAFT

Telecommuting Standard Operating Procedure
This SOP outlines step-by-step actions applicable to this particular policy.

1. Purpose

This SOP has been developed in support of the City of Moscow's Telecommuting Policy.

2. Scope

This SOP is intended to provide process instructions for both employees and the City of Moscow as an employer.

3. Prerequisites

Review City of Moscow Telecommuting Policy.

4. Responsibilities

- Supervisor to discuss and accommodate as appropriate telecommuting requests.
- City Supervisor & Deputy City Supervisors to review, amend, approve, etc.
- Human Resources to process agreements.

5. Procedure

1) Supervisor or employee makes request to determine telecommuting suitability.
2) Supervisor and employee to assess the following to determine if a telecommuting arrangement would be mutually beneficial:
   - Employee suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful employees.
   - Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
   - Equipment needs, workspace design considerations and scheduling issues. The employee and supervisor will review the physical workspace needs and the appropriate location for the telework.
3) If the concept seems mutually beneficial the employee then develops a formal proposal using the Telecommuting Work Arrangement Request Form addressing the following:
   - Background
   - Schedule
   - Work Plan
   - Performance Measurement
   - Communication
   - Benefits to the City (Employee)
   - Challenges to the City (Employee)

DRAFT

4) Once the proposal is outlined and approved by the supervisor and employee, it is then routed to the group supervisor for review, adjustments, etc.
5) The group supervisor then discusses proposal with the City Supervisor for additional review, adjustments, etc.
6) Once finalized, the City Supervisor makes the final decision on approval or denial of all requests.
7) If approved, Human Resources develops the formal telecommuting agreement and the safety checklist.
8) If denied, written notice will be provided to the supervisor to be discussed with the employee.
9) At the conclusion of the initial trial period, a memo evaluating the effectiveness of the arrangement will be submitted to Human Resources to determine if the arrangements will continue as is, with modifications, or will be terminated.
10) Regular telecommuting agreements will then be evaluated on a quarterly and annual basis with AMPS personnel evaluations.

6. References

None.

7. Definitions

Telecommuting – Also known as working from home, working remotely, or e-commuting—is a work arrangement in which the employee works outside the office.

DRAFT

CITY OF MOSCOW TELECOMMUTING
WORK ARRANGEMENT REQUEST FORM

Annual Update and Review Required

BACKGROUND

Date Submitted:		
Department:		
Supervisor:		
Employee:		
Title:		
Employee Type:		Exempt
		Non-Exempt

SCHEDULE

Day	Start Time	End Time	On Site (x)	Off Site (x)
Sunday				
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Total Weekly Hours:				

DRAFT

WORK PLAN

Duties (expand as necessary):	On-Site	Off-Site

DRAFT

PERFORMANCE MEASUREMENT

How will performance by measured?

DRAFT

COMMUNICATION PLAN

How will you communicate with your supervisor, co-workers, customers?
How will materials be kept readily available to those who need access?
How will you assure the security of City materials and equipment?
How will you be able to respond to emergencies or other unexpected events in your department?

DRAFT

BENEFITS TO THE CITY

Describe the anticipated benefits to the department that might result from this flexible work arrangement:
Describe how your request for a flexible work arrangement will sustain or enhance your ability to meet service standards:
Describe logistical and facility opportunities that may arise from this arrangement:
Others:

DRAFT

CHALLENGES TO THE CITY

What effects might the arrangement have on your own assignments and how your role affects others, both within the unit and externally?
What expectations with working with family members will be established?
Describe any additional equipment/expense that your flexible work arrangement might require:
Impact on peers and your relationships with them:
Impact on your paid time off (vacations, holidays, sick pay):

DRAFT

SAFETY AGREEMENT

Review the items below to note the home office space will meet the Work Site and Emergency Preparedness safety criteria as outlined.

Worksite Safety

1. Telecommuter has a clearly defined work space that is kept clean and orderly.
2. The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above it.
3. Exits are free of obstructions.
4. Supplies and equipment (both City and employee-owned) are in good condition.
5. The area is well ventilated and heated.
6. Storage is organized to minimize risks of fire and spontaneous combustion.
7. All extension cords have grounding conductors.
8. Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
9. Electrical enclosures (switches, outlets, receptacles, junction boxes) have tight-fitting covers or plates.
10. Surge protectors are used for computers, fax machines, and printers.
11. Heavy items are securely placed on sturdy stands close to walls.
12. Computer components are kept out of direct sunlight and away from heaters.
13. Keep combustibles at least 2 feet from appliances and at least 6” from baseboard heaters. Appliances include, but are not limited to furnaces, water heaters, and portable heaters.
14. Means of egress shall be free from obstructions. Combustible materials shall not be stored in exits or enclosures for stairways and ramps.
15. Electrical panels shall be easily accessible and combustible materials shall not be stored within 3 feet.
16. Extension cords are for temporary use only and are not to be used in lieu of permanent wiring. They may be used for up to 90 days or unplugged when not in use. Extension cords cannot pass through doorways, walls, floors, or ceilings, nor under floor coverings unless protected in conduit. Extension cords shall be used only with portable appliances and grounded. Extension cords shall show no signs of damage and shall not be plugged into each other.
17. Surge protectors shall be equipped with over-current protection and must be plugged into an outlet, not extension cords or other surge protectors.
18. Emergency phone numbers (hospital, fire department, police department) are posted at the alternate work site.
19. A first aid kit is easily accessible and replenished as needed.
20. Portable fire extinguishers are easily accessible and serviced as needed.

Employee Signature: _____ Date: _____

DRAFT

CITY OF MOSCOW TELECOMMUTING
WORK ARRANGEMENT APPROVAL FORM

	Telecommuting Work Arrangement Denied
	Telecommuting Work Arrangement Approved
	Telecommuting Work Arrangement Approved with Modifications (outlined below)
Trial Period Start Date:	
Trial Period End Date:	

This arrangement is subject to reevaluation quarterly and annually with regular personnel evaluations and may be terminated at any time at the sole discretion of the City of Moscow.

Employee Signature: _____ Date: _____

Printed Name: _____

Supervisor Signature: _____ Date: _____

Printed Name: _____

Deputy City Supervisor: _____ Date: _____

Printed Name: _____

City Supervisor: _____ Date: _____

Printed Name: _____

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Laurie Hopkins, City Clerk, Gary Riedner, City Supervisor	This was reviewed by the Administrative Committee on August 24, 2020 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Resolution for Destruction of City Records - Laurie M. Hopkins / Gary J. Riedner

DESCRIPTION

In 2008, the City Council adoped Resolution 2008-12 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed retention schedules and current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney.

STAFF RECOMMENDATION

Approve the resolution for destruction of certain City records.

PROPOSED ACTIONS

ACTION: Approve the resolution for destruction of certain City records.

FISCAL IMPACT

Shedding of records is expensed to each department budget according to quantity of boxes.

PERSONNEL IMPACT

ATTACHMENTS

1. Res 2008-12 retention of documents
2. Record Destruction per Classification and Retention

RESOLUTION NO. 2008 - 12

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE CLASSIFICATION AND RETENTION OF CERTAIN PUBLIC RECORDS PURSUANT TO IDAHO CODE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Idaho Code allows for the classification, retention, preservation, and destruction of certain records as "permanent", "semipermanent" and "temporary" records; and

WHEREAS, Idaho Code requires the City Council adopt by Resolution a records retention schedule listing the various types of City records and the retention period for each type of records prior to January 1, 2007; and

WHEREAS, the City has made a survey of all its records and has reviewed current Idaho Code regarding classification of records; and

WHEREAS, the City has determined that the records categorization, as set out in Idaho Code § 50-907, is appropriate for the City to adopt, with some minor clarifications; and

WHEREAS, the City wishes to classify some writings, documents, and other similar City information as neither "permanent records", "semipermanent records" or "temporary records" because they have no reasonable intrinsic, historical, legal, fiscal, administrative, or other value which requires their retention; and

WHEREAS, Council is confident that the City Clerk and City Attorney (with the input of relevant City staff) can make determinations regarding those records not considered "permanent records", "semipermanent records", or "temporary records", as those terms are defined in Idaho Code Title 50, Chapter 9;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows:

I. Permanent Records

A. The following records be classified as permanent records:

1. Adopted meeting minutes of the city council and city boards and commissions;
2. Ordinances and resolutions;
3. Building plans and specifications for commercial projects and government buildings;
4. Fiscal year-end financial reports;
5. Records affecting the title to real property or liens thereon;
6. Poll books, excluding optional duplicate poll books used to record that the elector has voted, tally books, sample ballots, campaign finance reports, declarations of candidacy, declarations of intent, notices of election, and records of voting results by precinct; and
7. Executed contracts.

B. Retention Schedule.

Permanent records shall be retained by the City in perpetuity, or may be transferred to the Idaho State Historical Society's permanent records repository upon Resolution of the City Council authorizing such transfer.

II. Semipermanent Records

A. The following records be classified as semipermanent records:

1. Claims, canceled checks, warrants, duplicate warrants, purchase orders, vouchers, duplicate receipts, utility and other financial records;
2. Building applications for commercial projects and government buildings;
3. License applications;
4. Departmental reports; and
5. Bonds and coupons.

B. Retention Schedule.

Semipermanent records shall be kept for not less than five (5) years after the date of issuance or completion of the matter contained within such semipermanent record.

Semipermanent records may only be destroyed by Resolution of the City Council, and upon the advice of the City Attorney. Such disposition shall be under the direction and supervision of the City Clerk. The Resolution ordering destruction of semipermanent records shall list in detail such semipermanent records to be destroyed.

Prior to destruction of semipermanent records, the City Clerk shall provide written notice, including a detailed list of the semipermanent records proposed for destruction, to the Idaho State Historical Society thirty (30) days prior to the destruction of any records.

III. Temporary Records

A. The following records be classified as temporary records:

1. Building applications, plans, and specifications for noncommercial and non-government projects after the structure or project receives final inspection and approval;
2. Cash receipts subject to audit;
3. Election ballots and duplicate poll books;
4. The most current draft of an unexecuted contract until such contract is executed; and
5. Records which are normally believed to be the subject of litigation discovery and determined to be so after consultation with the City Attorney.

B. Retention Schedule.

Temporary records shall be retained for not less than two (2) years, but in no event shall financial records be destroyed until completion of the City's financial audit as provided in Idaho Code § 67-450B related to such financial records.

Temporary records may only be destroyed by resolution of the City Council, and upon the advice of the City Attorney. Such disposition shall be under the direction and supervision of

the City Clerk. The resolution ordering destruction of temporary records shall list in detail such temporary records to be destroyed.

Prior to destruction of temporary records, the City Clerk shall provide written notice, including a detailed list of the temporary records proposed for destruction, to the Idaho State Historical Society thirty (30) days prior to the destruction of any records.

IV. Writings, documents, and other similar City information not classified as "permanent records", "semipermanent records", or "temporary records" herein shall not be considered "records" and shall be considered transitory items for the purposes of retention pursuant to this records retention schedule. Such non-"record" transitory writings, documents, and other similar City information includes, but is not limited to, drafts, unapproved minutes, "post-it" notes, duplicates, phone call slips, voice mail, to-do lists, telephone text messages, and email which is not related to the promotion of the business of City government, which were not created with the intent to perpetuate or to formalize knowledge; or which are obsolete or superseded, or whose administrative value is negligible, etc. Writings, documents, and other similar City information which, in the reasonable belief of the recipient or custodian which do not have any historical, intrinsic, legal, fiscal, administrative, or other value, and records which are not reasonably believed to be the subject of litigation discovery shall not be considered "records" for purposes of this records retention schedule. It is not the intent of this Resolution to classify items as transitory in an attempt to subvert or avoid their retention but simply to eliminate unnecessary duplication or retention where such is not required by the Idaho Code Section 50-907 or this Resolution.

Where there is a question regarding the classification of records or their retention, such questions should be directed to the City Clerk and/or the City Attorney prior to any destruction.

V. This Resolution shall become effective as of the date of its passage.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this 4th day of August, 2008.

Nancy Chaney, Mayor

ATTEST:

Stephanie Kalasz, City Clerk

CITY OF MOSCOW INCORPORATED JULY 12 1887 STATE OF IDAHO

RESOLUTION NO. 2020 – ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE CLASSIFICATION AND DESTRUCTION OF CERTAIN TEMPORARY PUBLIC RECORDS PURSUANT TO IDAHO CODE § 50-907 AND MOSCOW RESOLUTION 2008-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Idaho Code allows for the classification and retention of certain records as "permanent", "semi-permanent" and "temporary" records; and

WHEREAS, "temporary" records are those which need to be retained for not less than two (2) years and are so classified by the Council; and

WHEREAS, "semi-permanent" records are those which must be retained for a period of not less than five (5) years after the date of issuance or completion of the matter contained within the record; and

WHEREAS, Idaho Code § 50-907 allows for the City Council to order the destruction of those records which are not considered historical; and

WHEREAS, the records listed herein are only those records which are considered to be "temporary" or "semi-permanent" records pursuant to the Idaho Code and Resolution 2008-12; and

WHEREAS, such temporary or semi-permanent records have been classified as such by the Council hereinbelow; and

WHEREAS, Council has determined that such records have no intrinsic, historical or other value which would preclude their destruction;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho as follows:

1. That the following records be classified as temporary and that their destruction is hereby ordered:

Department:	**Date of Records:**
Administration	
Public Record Requests	Through 2017
Alcohol Catering Permits	Through 2017
Community Development	
Public Record Requests	Through 2017
Residential Building Plans	Through 2017
Human Resources	
Recruitment Records	Through 2017
Information Systems	
Email Correspondence Related to City Governance Created, Sent and/or Received	Through July 2018
Parks and Recreation	
HIRC Sign-in Sheets	Through 2017

Police

Pawn Records	Through 2017
Public Records Requests	Through 2017
Cash Receipts	Through 2017
Trespass Notices	Through 2017
Parking Contest Letters	Through 2017
Parking Tickets Paid	Through 2017
Fingerprint Info Cards	Through 2017
Outside Agency Name Checks	Through 2017

2. That all duplicate, temporary records as such are classified in this Resolution made on or prior to December 31, 2017 are hereby ordered to be destroyed.

3. That the following records be classified as semi-permanent records and that their destruction is hereby ordered:

Department:	**Date of Records:**
Administration	
Inactive Business Licenses (taxi, vendor, solicitor, alcohol, sidewalk café, pawn, daycare)	Through 2014
Liability Claim records (including property damage records)	Through 2009
Finance	
Utility Billing Credits, Adjustments, Cash Receipts and Billing Records	Through FY2014
Utility Billing Shut-off Documentation and Water Meter Receipts	Through FY2014
Accounts Payable Documentation and Related Reports	Through FY2014
Budget Preparation Documentation	Through FY2014
Completed Bond Records (excluding ordinance and legal notice)	Through FY2014
Cancelled Checks	Through FY2014
Check Stubs	Through FY2014
Bank Statements	Through FY2014
Investment Statements	Through FY2014
Employee Time Records	Through FY2014
Journal Entries	Through FY2014
Wage and Tax Statements and W-2's	Through FY2014
Payroll Deduction and Month-end Payroll Records	Through FY2014
Employee Time Records	Through FY2014
Completed Collection Records	Through FY2014
Human Resources	
Employee Personnel Records	Through 2012
Legal	
Misdemeanor and Infraction Files	Through 2010
Public Record Requests	Through 2015
Lifeloc Logs	Through 2015
Police	

Law Incident Files	Through 2014
Misdemeanor Citations	Through 2014
Infraction Citations	Through 2014
Auction Records	Through 2014
Parking Write Off Tickets	Through 2014
Noxious Weed Waivers	Through 2014
Staff Meeting Minutes	Through 2014
Noise Exception Permits	Through 2014
Privacy Statements and Notices	Through 2014
Parks and Recreation	
Program Registrations, Rosters and Hardcopy Receipts	Through 2014
Program Evaluations	Through 2014
Pool Inspection Reports	Through 2014
Staff Meeting Notes	Through 2014
Employee Training Records	Through 2014
Parks/Shelter Reservations	Through 2014

4. That all duplicate, semi-permanent records as such are classified in this Resolution made on or prior to December 31, 2014 are hereby ordered to be destroyed.

5. That this Resolution shall become effective as of the date of its passage.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this _____ day of _____, 2020.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Mike Ray, Alisa Anderson, Grants Manager	This was reviewed by the Public Works/Finance Committee on August 24, 2020 and recommended for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Paradise Creek Flood Hazard Mitigation Study Professional Services Agreement - Bill Belknap

DESCRIPTION

Following a flooding event in 2017, the City applied for a Flood Hazard Mitigation Grant to study Paradise Creek from the Troy Highway to Darby Road to assess potential mitigation actions to reduce the risk of property damage within the study area. In January of 2020, the City received notice of award for the grant in the amount of $295,200. The local match for the study totals $98,400 including $46,800 in cash match and $51,600 in in-kind staff time for project administration. The City issued a request for statements of qualifications for a consultant to perform the study. Two responses were received and the review committee recommended the selection of Aspect Consulting for the project. Staff and Aspect have negotiated the professional services agreement scope and budget for the Council's review and approval. It is anticipated that the project will take approximately 14 months to complete.

STAFF RECOMMENDATION

Approve the professional services agreement with Aspect Consulting LLC.

PROPOSED ACTIONS

ACTION: Approve the professional services agreement with Aspect Consulting LLC.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Paradise Creek Study Agreement w Exhibit A

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND ASPECT CONSULTING LLC FOR PARADISE CREEK FLOOD HAZARD MITIGATION STUDY PROJECT

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND ASPECT CONSULTING FOR PARADISE CREEK FLOOD HAZARD MITIGATION STUDY PROJECT (hereinafter "Agreement"), is made this _____ day of August, 2020, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Aspect Consulting LLC, 123 E. Yakima Avenue, Suite 200, Yakima WA 98901 (hereinafter "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY, with legal authority to contract for the services provided for herein, has complied with applicable provisions of law regarding retaining professional services such as those contemplated herein; and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the services required by this Agreement; and

WHEREAS, CONSULTANT warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement and that it has reviewed and is aware of City's plans with respect to the Project; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services necessary to complete the Project.

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

SECTION 1: THE PROJECT

CONSULTANT shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement for the preparation and completion of professional services as outlined in Exhibit 'A'.

SECTION 2: QUALIFIED ESTIMATES OF COST

The estimates of cost for Project herein are to be prepared by CONSULTANT through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment

exercised by a similarly situated professional organization. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs. If at any time CONSULTANT's estimates of cost for the Project exceeds CITY's budget for the Project, CONSULTANT shall redesign Project elements to achieve cost savings, but in doing so, shall not remove any essential elements of the Project. If CONSULTANT is unable to redesign the Project, it shall make appropriate recommendations to CITY to adjust the Project's size, quality or budget. CITY may consider CONSULTANT'S recommendations, but shall decide, in its discretion, how to proceed. Any schedule modification based on the need for a redesign of the Project, shall be mutually agreed upon by both Parties.

SECTION 3: SCOPE OF WORK

CONSULTANT promises and agrees to furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the completion of the Project consistent with the provisions of this Agreement. The Scope of Work for the Project is set forth in Exhibit 'A' attached hereto and incorporated herein by reference. All Work shall be subject to, and performed in accordance with this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable Federal, State and Local laws, rules and regulations. All Work performed by CONSULTANT shall be subject to the sole and discretionary approval of CITY, which approval shall not be unreasonably withheld.

SECTION 4: COMPENSATION

A. Compensation and Term.

For the services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed THREE HUNDRED FORTY-TWO THOUSAND DOLLARS ($342,000.00). This Agreement shall be in effect until the completion of the project as described in Exhibit 'A' or June 1, 2022, whichever occurs first.

B. Payment.

Payment for Work rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation and reimbursable expenses shall be paid by CITY to CONSULTANT no more than once a month. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit 'A', attached hereto and incorporated herein by reference. In order to receive payment, CONSULTANT shall present to CITY an itemized statement which indicates Work performed, percentage of Work completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Work provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to CONSULTANT shall never exceed the

percentage amounts authorized by the phasing and funding schedule located in Exhibit 'A' attached hereto. CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Any disputed amounts that cannot be agreed upon between the Parties may be subject to court mediation.

2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT'S progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.

3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.

4. The Parties agree that when CONSULTANT submits an invoice for the last payment due to satisfying all terms of the Agreement, CITY may withhold payment beyond the 45 days with no interest accruing to ensure CITY is satisfied CONSULTANT completed the work as agreed pursuant to this Agreement

5. The Parties agree that CONSULTANT's compensation for Work includes all licensing fees for CITY's use of the Construction Documents, including use after termination of this Agreement.

SECTION 5: CONSULTANT RESPONSIBILITIES

A. CONSULTANT shall perform all Work under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Work in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the Project as specified in the indemnification provision of this Agreement. CONSULTANT shall perform Work as expeditiously as possible as is consistent with professional skill and care and the orderly progress of the Work. Unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule in Exhibit 'A', except for circumstances out of CONSULTANT's control.

B. CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

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

SECTION 6: CITY RESPONSIBILITIES

CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the Project. All reports, and other data, furnished to CONSULTANT by CITY, shall be returned to CITY. All designs, drawings, specifications, documents, and other product prepared by CONSULTANT prior to completion or termination of this Agreement are Work Product for Project and are property of CITY, which shall be delivered to CITY by CONSULTANT upon completion of Project or upon termination of Agreement.

SECTION 7: WORK PRODUCT

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall be the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.

B. Disclosure of Materials. It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act.

SECTION 8: CONFIDENTIALITY

All communications and reports for Project shall be handled in a professional manner. After Project is completed, CONSULTANT shall return to CITY all documents obtained from CITY or generated during the course of this Project. If CONSULTANT or CITY receives information specifically designated "confidential", the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees; (2) those who need to know the content of such information in order to perform services solely and exclusively for the PROJECT; (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; or (4) as required pursuant to Idaho Code §74-101, et seq. CITY herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

SECTION 9: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither

CONSULTANT nor any officer, employee, or agent of CONSULTANT, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 10: INSURANCE

CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:

1. Worker's compensation and employer's liability insurance as required by the State of Idaho;

2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars ($1,000,000) combined single limits;

3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CONSULTANT or of any of its employees, agents, or subcontractors, with one million dollars ($1,000,000) per occurrence and in the aggregate;

4. CONSULTANT shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of five hundred thousand dollars ($500,000). Coverage shall be in force during the terms of this Agreement and for a period of at least twelve (12) months thereafter.

   CONSULTANT shall furnish CITY with certificates of insurance as evidence these policies are in effect.

SECTION 11: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees to the extent caused by, resulting from, or in connection with the negligent acts, performances, activities, errors or omissions, or misconduct by CONSULTANT or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless CONSULTANT's acts or omissions introduced, caused, or allowed said hazardous materials or toxic substances to be introduced to the Project site.

SECTION 12: CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in Project, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that, in performing this Agreement, it shall employ no person who has any such interest. CONSULTANT warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONSULTANT declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONSULTANT shall make this Agreement null and void.

SECTION 13: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

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

SECTION 14: LICENSES AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and such laws and regulations are hereby made a part of this Agreement and

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

SECTION 15: AMERICANS WITH DISABILITIES ACT

CONSULTANT will use its professional efforts to interpret all applicable Federal, State and Local Laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

SECTION 16: NON-DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION 17: JURISDICTION, VENUE, AND NONWAIVER

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right, or a waiver of any subsequent breach.

SECTION 18: COMMUNICATION

CONSULTANT hereby designates John Knutson as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and attend all Project design meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants, and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the services provided for herein. Such consent shall not be unreasonably withheld or delayed.

CITY hereby designates Bill Belknap to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY Representative shall assist CONSULTANT in observing construction of the Project and participating in the preparation of punch-list items. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the services.

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

CONSULTANT:	CITY:
Aspect Consulting, LLC	City of Moscow
John Knutson	Bill Belknap
Principal Water Resources Engineer	Deputy City Supervisor
123 E Yakima Avenue Suite 200	P O Box 9203
Yakima, WA 98901	Moscow, Idaho 83843

SECTION 19: NON-APPROPRIATION

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

SECTION 20: APPROVAL REQUIRED, AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the City of Moscow. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth. If any part of this Agreement is held unenforceable, the remaining portions of this Agreement will, nevertheless, remain in full force and effect.

SECTION 21: TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. In event of termination, all working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.

SECTION 22: EXECUTION

The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

CONSULTANT

By: _____

CITY

City of Moscow

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_____, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for _____(CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.

_____
Notary Public for the State of _____
My commission expires_____

Exhibit 'A'

City of Moscow Paradise Creek Flood Mitigation Project

Scope of Work

July 23, 2020

Aspect Consulting, LLC

Background

Aspect Consulting LLC (Aspect) has been retained by the City of Moscow (City) to evaluate potential alternatives to reduce flood hazards associated with Paradise Creek. The study reach for this evaluation extends along Paradise Creek from Darby Road to south of Troy Highway near the intersection with Styner and White Avenue. Aspect's project partners are Watershed Science & Engineering (WSE) who will work as a sub-consultant to Aspect to provide hydraulic modeling and FEMA mapping support, and JUB Engineers who will work as a sub-consultant to provide ground survey support. The project will involve:

- ✓ *Project and team management and coordination with City staff.*
- ✓ *Public, stakeholder, and City Council information and involvement.*
- ✓ *Reviewing and assessing flooding problems.*
- ✓ *Reviewing and assessing stormwater detention systems.*
- ✓ *Identifying and evaluating flood mitigation alternatives.*
- ✓ *Paradise Creek and stormwater system modeling.*
- ✓ *Estimating flood mitigation alternative costs, benefits, and benefits-cost ratio.*
- ✓ *Preliminary design of preferred flood mitigation components.*
- ✓ *Development of floodplain mapping change documents for submittal to FEMA.*

The project is expected to last approximately 14 months.

Scope of Work

The following scope of work describes the tasks conducted and products provided during the Project.

Task 1 – Project Management

Aspect will:

1.1 Provide monthly project status reports, budget and schedule updates, and invoices to the City.

1.2 Manage the consultant technical team, including contracting and coordination with subconsultants.

1.3 Complete quality assurance reviews on project deliverables to the City.

1.4 Prepare for and participate in three stakeholder advisory committee (SAC) tele-workshops and two virtual public open houses. Preparations will include activities such as preparing agendas, handouts, flyers, and posters, and setting-up surveys. Support activities will include leading and

facilitating meetings, reviewing survey results, taking notes, and coordinating with the City. Aspect will discuss the expected committee operations, meeting topics, and schedule with the City and prepare a succinct *Advisory Committee Plan* to help explain and guide the committee process. These meetings/open houses are noted in the following tasks but are expected to include:

a. **Stakeholder Committee Workshop #1 (*held shortly after project initiation*)**: *Introduce the planning project to the stakeholder advisory committee (SAC); provide background information; solicit input on problems and project priorities, goals, and objectives.*

b. **Project Open House #1 (*held during Task 2*)**: *Introduce the planning project to property owners within the study area and other community members and stakeholders. Also provide background information about goals and objectives and solicit input on flooding and floodplain problems and priorities.*

c. **Stakeholder Committee Workshop #2 (*held during Task 5*)**: *Present high priority drainage and flooding problems and potential mitigation approaches, present several preliminary alternatives for discussion and refinement, present City approved alternative evaluation criteria*.

d. **Stakeholder Committee Workshop #3 (*held during Task 6*)**: *Review the preliminary alternative evaluation results, present the recommended preferred mitigation alternative, review modeling results and potential mapping changes.*

e. **Open House #2 (*held during Task 6*):** *Review the alternatives examined and results of the alternative evaluation process; present the preferred mitigation alternative, review modeling results and potential mapping changes.*

1.5 Support interactions with FEMA as requested by the City.

1.6 Prepare for and participate in two video conferences with City Council during the project.

Task 1 Products:

- *Monthly project status reports, budget and schedule updates, and invoices.*
- *Advisory Committee Plan*
- *Stakeholder committee tele-workshops and virtual public open houses materials and notes.*

Task 1 Assumptions:

- *A 14-month project schedule.*
- *City identifies SAC members, forms the committee, and provides committee member contact information to Aspect.*
- *Advisory Committee Plan is prepared as a final document.*
- *City identifies workshop announcement recipients and contact information and sends mailers to announce project workshops.*
- *City sets-up a project webpage on the City's website, and posts project information and related links on the project webpage in support of virtual workshops.*
- *FEMA coordination involves up to three 1-hour phone conference meetings and minor associated preparations.*

- *Video conferences with the City Council last no more than one hour, with minor preparation time.*

Task 2 - Surveying and Data Collection

The Aspect Team will:

2.1 Gather and review existing data for the study area including: soils, topography, 2016 3DEP LiDAR data, existing Flood Insurance Study (FIS), existing Flood insurance Rate Maps (FIRMs), flood photos/records, flood damage information, high water mark data, critical infrastructure and facility mapping, existing and proposed land use, stormwater infrastructure, detention facility as-builts, miscellaneous utilities mapping, bridge/culvert data, local/state/federal drainage and floodplain management standards, prior LOMRs and recent flood studies, stream gage data, etc.

2.2 Prepare for and hold Project Open House #1 (covered in Task 1). Along with SAC Meeting #1, Open House # 1 will help inform the project team about flooding problems, which will help define the hydraulic modeling approach, which in turn helps establish data needs.

2.3 Prepare for and tour the study reach and visit key flooding problem spots. Aspect will perform an initial tour and review of problem spots, while WSE will visit the study area during the modeling tasks for ground truthing purposes. Preparations will include developing a site visit itinerary and brief field safety plan.

2.4 Assess data needs and prepare an GIS shapefile to guide the topographic data collection effort. The shapefile will provide a detailed depiction of desired surveyed cross-section locations and orientations along with other survey needs, such as crossing and conveyance structures and limits of flood berms and swales.

2.5 Support the City to negotiate access agreements. It is expected that Aspect will provide exhibits, maps, and written explanations for City staff to use when contacting property owners and negotiating access for ground survey. Depending on the quality of the existing LiDAR data, the extent of ground survey work may be modified to reduce the number of necessary property access approvals.

2.6 Collect ground survey data. Along with other required survey data, it is assumed that approximately 150 channel cross-sections will be surveyed (including FIS cross sections). Surveyed sections will be up to 100' wide (maybe less depending on LiDAR data) at about 50-60' intervals.

2.7 Integrate survey data with existing LiDAR and prepare a topographic basemap in accordance with FEMA standards and requirements.

2.8 Review and inspect stormwater detention facilities contributing to the impacted area to verify facility condition. The detention facilities will be visited by Aspect during the site visit discussed in Task 2.3. Aspect will review detention facility data provided by the City prior to the site visit. Detention facility analysis, estimating existing facility performance characteristics (which will involve basin updates and hydrologic modeling), and identifying detention facility optimization or retrofit options will be performed during Tasks 5 and 6.

Task 2 Products:

- *Survey needs shapefile.*
- *Access approval support materials.*

Task 2 Assumptions:

- *Preparing for and holding Project Open House #1 is covered by the Task 1 budget.*
- *Aspect study area tour, review of problem spots, and detention facility visits is completed by one staff person over one day.*
- *City staff participates with Aspect in the study area tour, review of problem spots, and detention facility visits.*
- *Existing LiDAR is adequate, so the planned LiDAR acquisition budget is shifted to help cover the data needs assessment, field visit planning, and detention facility review/site visit.*
- *Survey work requires no more than $21,000.*
- *The City will submit an engineering data request to FEMA to obtain effective FIS hydraulic modeling, workmaps, and hydrologic information.*
- *The effective hydraulic model and associated engineering data will be available from FEMA.*

Task 3 - Hydrologic Analysis

The Aspect Team will:

3.1 Review the effective FIS flood discharge data and hydrologic methods.

3.2 Review available stream gauge data.

3.3 Estimate the magnitude of the 10-, 50-, 100-, and 500-year annual instantaneous peak floods and up to two additional events (e.g. the 2- and 25-year) for Paradise Creek. Peak flow estimates will be based on a statistical analysis of existing annual instantaneous peak flow data from the USGS gage 13346800 Paradise Creek at University of Idaho at Moscow ID. 15 minute and daily gage records will also be used to support development of inflow hydrographs. Data from other past or present gages on Paradise Creek or nearby streams will be reviewed and incorporated if available and appropriate.

3.4 Transmit the results of the statistical analysis and recommended steady and unsteady flows to the City.

Task 3 Products:

- *Recommended steady and unsteady flows.*

Task 3 Assumptions:

- *No revisions of the recommended flows is needed.*

Task 4 - Flooding Analysis and Characteristics

The Aspect Team will:

4.1 Replicate and run the effective FIS 1-D model using HEC-RAS.

4.2 Update topography and cross-section data and add 2-D HEC-RAS sections.

4.3 Run the optimized hybrid model and, if feasible, calibrate it to recent flooding observations.

4.4 Run the calibrated model and assess existing condition flood impacts and causes, including predictions for the 10-year and 100-year flood events.

4.5 Prepare tables and GIS exhibits depicting existing flooding conditions and transmit them to the City for review.

4.6 Hold a conference call with City to discuss the existing condition modeling results and any necessary changes.

4.7 Update the model to address City comments.

4.8 Prepare existing flooding condition tables and GIS exhibits for use in the public and stakeholder process.

Task 4 Products:

- *Draft and final existing flooding condition tables and exhibits.*

Task 4 Assumptions:

- *Effective model is available in digital HEC-2 or HEC-RAS modeling files, so complete reconstruction from written information is not needed.*
- *One City review cycle on the existing flooding condition tables and exhibits, with consolidated comments provided to Aspect for transmittal to the modeling subconsultant.*

Task 5 - Develop Conceptual Flood Hazard Mitigation Alternatives

Aspect will:

5.1 Complete a detention facility analysis and estimate existing facility performance characteristics. This will involve updating drainage basins flowing to and from detention facilities, considering existing and potential build-out land uses, hydrologic modeling to estimate detention facility impact on peak flows and hydrographs for up to the 100 year storm event, developing 100 year stormwater hydrographs for outfalls impacting the study area, and assessing the relative impact that local stormwater runoff has/will have on flooding within the study area. This work will help determine if detention facility retrofit projects and/or enhanced detention standards should be embedded in flood mitigation alternatives.

5.2 Review information about problems, develop exhibits and written descriptions (tabular form) of up to ten key flooding problems and itemize several potential mitigation solutions/components for each problem, prepare exhibits illustrating the results of the detention analysis, and develop a list of potential flood mitigation alternative evaluation criteria.

a. Mitigation components to be considered may include property buyouts; structure elevations; stormwater detention retrofits and/or enhanced standards; stream channel/floodplain storage; overflow swales and conveyance improvements; enhanced flood related public information; enhanced and agency coordination, response planning, and Emergency Operations Center; enhanced flood fighting equipment/public assistance; flood monitoring and early warning systems; enhanced floodplain development regulations; and increased City participation in the NFIP Community rating systems (CRS) to reduce flood insurance rates. Green infrastructure elements such as riparian enhancements or bioengineered features, will be integrated into alternatives where sensible.

b. Alternative evaluation criteria to be consider include effectiveness at solving key problems, relative level of flood protection, relative benefit cost rating, enhancing beneficial floodplain functions, environmental impacts, impact upon existing developed properties, long-term effectiveness, and cost of construction and operation/maintenance.

5.3 Prepare for and hold a 2-hour video conference meeting with City staff to review and initially prioritize the key flooding and drainage problems, identify key issues and preliminary preferred mitigation components for discussion with the SAC, review and finalize the flood mitigation alternative evaluation criteria, and prepare an agenda for SAC Workshop #2.

5.4 Prepare for and conduct Stakeholder Workshop #2 (covered by Task 1) to present high priority drainage and flooding problems and preliminary preferred mitigation components, present several overall preliminary mitigation alternatives for discussion and refinement, present the City approved alternative evaluation criteria, and select two overall mitigation alternatives (in addition to a no action alternative) that will be analyzed and evaluated in Task 6.

5.5 Prepare a brief draft *Flood Mitigation Alternatives Memorandum* describing the two overall mitigation alternatives (in addition to a no action alternative) that will be analyzed and evaluated in Task 6 along with the final evaluation criteria. Perform internal QC review and submit the memo to the City.

5.6 Review City comments and hold a conference call with City staff to discuss and resolve comments.

5.7 Prepare the final *Flood Mitigation Alternatives Memorandum*

Task 5 Products:

- *Exhibits and written descriptions of key flooding problems and potential solutions.*
- *Recommended evaluation criteria.*
- *Draft and final Flood Mitigation Alternatives Memorandum.*

Task 5 Assumptions:

- *Preparing for and conducting Stakeholder Workshop #2 is covered by Task 1.*
- *Flood Mitigation Alternatives Memorandum is prepared using materials from the City video conference and the results of Stakeholder Workshop #2.*
- *One City review cycle on the Flood Mitigation Alternatives Memorandum.*

Task 6 - Alternative Analysis and Evaluation

The Aspect Team will:

6.1 Complete a detention facility optimization and retrofit analysis as needed. This will involve hydrologic modeling to test the effectiveness of potential stormwater detention facility retrofit projects and/or enhanced detention standards for new development (within the two overall mitigation alternatives) at reducing flooding problems.

6.2 Develop updated basemap and other information/data to reflect the two initial and optimized flood mitigation alternatives. This information and data will be provided to the modeling subconsultant for integration into the calibrated HEC-RAS model.

6.3 Complete hydraulic modeling to test and refine the two flood mitigation alternatives:

a. Make HEC-RAS model updates to reflect mitigation alternatives (assuming two alternatives with each alternative being a combination of discrete mitigation components).
b. Conduct two modeling revisions/runs for each alternative – one run for each initial alternative, and one run for each optimized alternative. Hydraulic model/basemap updates could involve adding swales/side-channels, adding/enlarging conveyance elements, restoring floodplain connectivity, and so on. Updated modeling runs could also involve stormwater outfall hydrology changes to reflect enhanced stormwater detention facilities/standards.
c. Prepare results exhibits/maps after each run for discussion with the City.

6.4 Estimate the costs of components within each optimized overall alternative, gather data regarding historical flooding costs, project future flooding cost for no-action alternative and the two optimized mitigation alternatives, and complete a preliminary benefit-cost analyses (BCA). FEMA requires the use of BCA Toolkit Version 6.0 to analyze mitigation alternatives.

a. Estimate annualized flooding benefits and costs. Mitigation benefits include avoided future costs/losses due to physical damage, loss of service/function, injury or death, displacement costs, emergency management costs, NFIP administration costs, and social & environmental benefits. Mitigation project costs include design, permitting, construction and maintenance costs, contributions, and matching funds.
b. Identify mitigation project useful life, recurrence interval, and effectiveness, develop the BCA model.
c. Run BCA model scenarios for the two alternatives and estimate the overall benefits-cost ratios BCRs.

6.5 Using the approved evaluation criteria, complete a preliminary evaluation of the optimized flood mitigation alternatives.

6.6 Prepare for and hold two 2-hour video conference meetings with the City.

a. The first meeting will be to discuss the initial modeling results and rough costs for the two alternatives and identify desired changes to optimize the alternatives.
b. The second meeting will be to review the results of the optimized modeling runs, updated costs, and preliminary BCRs, and preliminary evaluation results (matrix format), and identify the preliminary preferred alternative for discussion with the SAC.

6.7 Prepare for and Conduct Stakeholder Advisory Committee Workshop #3 (covered by Task 1) to review the preliminary evaluation results, review modeling results and potential mapping changes associated with the preliminary preferred alternative, and refine & finalize the preferred flood mitigation alternative.

6.8 Prepare an updated preferred alternative planning level cost estimate as needed.

6.9 Update the BCA for the preferred alternative as needed and, building on the *Flood Mitigation Alternatives Memo* from Task 5, prepare a *BCA & Alternative Assessment and Selection Memorandum* that describes the alternative evaluation process, the final preferred alternative, the preferred alternative cost, the BCA process, and the preferred alternative BCR. Perform internal QC review and submit the memo to the City.

6.10 Prepare a proposed condition effective HEC-RAS model and annotated FIRMs covering the study area.

6.11 Prepare GIS maps of updated City drainage basins flowing to the study area showing detention facilities and related existing versus proposed operational information.

6.12 Prepare for and conduct project Open House #2 (Covered by Task 1) to review the alternatives examined and results of the alternative evaluation process; present the preferred mitigation alternative, and review modeling results and potential mapping changes.

6.13 Prepare a draft *H&H Study Memorandum*. The memo will describe the preferred flood hazard mitigation alternative, itemize pre and post-flood elevations at all FEMA cross-sections, and show annotated FIRM maps illustrating the projected changes to the location and extent of the floodway and 100 and 500-year floodplain boundaries. The memo will refer to and integrate material from Task 3 and Task 4 as needed. Perform internal QC review and submit the *H&H Study Memorandum* to the City for review.

6.14 Review and address comments from the City

6.15 Prepare the final *H&H Study Memorandum*

Task 6 Products:

- *BCA & Alternative Assessment and Selection Memorandum.*
- *Draft and final H&H Study Memorandum.*
- *Proposed effective model and annotated FIRMs.*
- *Updated drainage basins and detention facility data in GIS.*

Task 6 Assumptions:

- *Preparations for and conducting Stakeholder Workshop #3 and Open House #2 are covered by Task 1.*
- *BCA & Alternative Assessment and Selection Memorandum is prepared as a final product.*
- *One city review cycle on the H&H Study Memorandum.*

Task 7 - Preferred Alternative Preliminary Design and CLOMR Documentation

The Aspect Team will:

7.1 Coordinate with the City and FEMA (covered by Task 1) to obtain FEMA's review of, and concurrence with, the preferred alternative.

7.2 Upon FEMA concurrence:

a. Prepare a preliminary (30%) design and construction plans for the preferred alternative. including estimated construction staging areas and other project details necessary to support Environmental Planning and Historic Preservation (EHP) review. The preliminary plans will generally be plan-view representation of project components in GIS with some preliminary details and enough information to roughly estimate quantities and costs.

b. Identify, describe, and map estimated necessary property or easement acquisitions related to the preferred alternative.

c. Prepare a final design and construction project budget for the preferred alternative.

d. Complete internal QC review and provide the preliminary plans, easement/property acquisition needs, and cost estimate to the City.

7.3 Prepare a brief project *Storm Water Management and Treatment Plan* per applicable state and federal standards. The *Storm Water Management and Treatment Plan* will document the stormwater detention analysis conducted during the Project along with recommend detention facility retrofits and/or enhanced detention standards for the study area. The memo will discuss the detention (or retention) and treatment standards in the City's NPDES II Municipal Stormwater Permit and provide related compliance recommendations. Perform internal QC review and submit the *Storm Water Management and Treatment Plan* to the City.

7.4 If needed, prepare an updated effective HEC-RAS model based upon the preliminary design work. This will include an updated annotated FIRM showing revised 500, 100 and floodway boundaries water surface elevations at all cross-sections.

7.5 Prepare necessary supporting documentation and CLOMR application materials for the FEMA-approved selected alternative.

Task 7 Products:

- *Preliminary design, easement/acquisition needs, and cost estimate.*
- *Storm Water Management and Treatment Plan.*
- *Final effective HEC-RAS model files and annotated FIRM documents.*
- *CLOMR application package.*

Task 7 Assumptions:

- *Since the number and type of flood mitigation facilities being preliminarily designed is unknown, it is assumed that the preliminary design effort (items 7.2 a-d) will proceed on a flexible time and materials basis not to exceed $33,400 without City approval. It is uncertain if this will be enough to cover all components needing design.*
- *No City review cycle on the preliminary design products.*
- *Storm Water Management and Treatment Plan is prepared as a final product.*
- *Only minor edits to the HEC-RAS hydraulic model and related products.*
- *Final effective HEC-RAS model files, annotated FIRM documents, and CLOMR application package are prepared as final products.*
- *No Endangered Species Act compliance work or documentation is needed.*

Task Budget Summary

Task #	**Task Title**	**Labor**	**ODC**	**Subs**	**Total**
1	Project Management	$61,222			$61,222
2	Surveying and Data Collection	$19,698	$309	$29,194	$49,201
3	Hydrologic Analysis	$8,440		$8,661	$17,101
4	Flooding Analysis and Characteristics	$11,051		$23,422	$34,473
5	Develop Conceptual Flood Hazard Mitigation Alts	$31,367			$31,367
6	Alternative Analysis and Evaluation	$51,488		$41,381	$92,869
7	Preferred Alt Prelim Design & CLOMR Docs	$47,732		$8,035	$55,767
	Total Project Budget	**$230,998**	**$309**	**$110,693**	**$342,000**

Schedule

Project will occur over approximately 14 months. Aspect will prepare a detailed schedule upon request.

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Michael Ray, Assistant CD Director/Planning Manager	Planning and Zoning Commission
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**
	N/A

AGENDA ITEM TITLE

PUBLIC HEARING: Gateway on Sixth Addition Rezone, Preliminary Plat, and Planned Unit Development (ACTION ITEM) - Mike Ray

DESCRIPTION

The applicant, J&S Holding Company, LLC, is proposing to subdivide a 2.49-acre area generally located to the north of the intersection of Sixth Street and Deakin Avenue. The proposed preliminary plat would create twenty-seven (27) townhouse parcels ranging from 634 to 638 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition. Also included in the proposal is a Planned Unit Development (PUD) on the northern 1.41 acres to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor. The third component of the application is a request to rezone the subject property from the current combination of Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts to a combination of the Central Business (CB) and Multiple Family Residential (R-4) Zones.

The Planning and Zoning Commission conducted a public hearing for this matter on July 22, 2020 and recommended approval of the preliminary plat with three (3) conditions and recommended approval of the rezone and PUD with no conditions.

STAFF RECOMMENDATION

Conduct the public hearing upon the proposed rezone, PUD, and preliminary plat and upon consideration of any testimony presented:

1. Approve the rezone and adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.
2. Approve the PUD for Gateway on Sixth Addition and adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.
3. Approve the preliminary plat with the three (3) conditions recommended by staff and adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing upon the proposed rezone, PUD, and preliminary plat and upon consideration of any testimony presented:

1. Approve the rezone; or approve the rezone with conditions; or reject the rezone; or take other action as deemed appropriate.
2. In accordance with the decision upon the rezone, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
3. Approve the PUD for Gateway on Sixth Addition; or approve the PUD with conditions; or reject the PUD; or take other action as deemed appropriate.
4. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
5. Approve the Gateway on Sixth Addition preliminary plat with the three (3) conditions recommended by staff; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other action as deemed appropriate.
6. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

FISCAL IMPACT

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Public Hearing Notice
2. Staff Report
3. Gateway on Sixth Packet
4. Gateway on Sixth PP RCS
5. Gateway on Sixth PUD RCS
6. Gateway on Sixth RZ RCS
7. Rezone Ordinance
8. P&Z Minutes

NOTICE OF PUBLIC HEARING

Proposal for Preliminary Subdivision Plat, Planned Unit Development (PUD), and Rezoning of numerous parcels generally located north of the intersection of Sixth Street and Deakin Avenue within the City of Moscow – Gateway on Sixth Addition: LUP2020-0010.

A public hearing at which you may be present and speak will be conducted by the Moscow City Council at which time the following proposition will be discussed for land generally located north of the intersection of Sixth Street and Deakin Avenue as shown on the vicinity map below:

1. Proposed Preliminary Subdivision Plat of a 2.49-acre area (Area #1 and Area #2 below) to create twenty-seven (27) townhouse parcels ranging from 634 to 638 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.
2. Proposed Planned Unit Development (PUD) of a 1.41-acre area (Area #1 below) to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor.
3. Proposed Rezoning of Area #1 from a combination of Motor Business (MB), Multiple Family Residential (R-4), and Central Business (CB) to the Multiple Family Residential (R-4) Zone; proposed Rezoning of Area #2 from a combination of the CB and R-4 Zones to the CB Zone; and proposed Rezoning of Area #3 and Area #4 from the University (U) Zone to the R-4 Zone and Motor Business (MB) Zone.

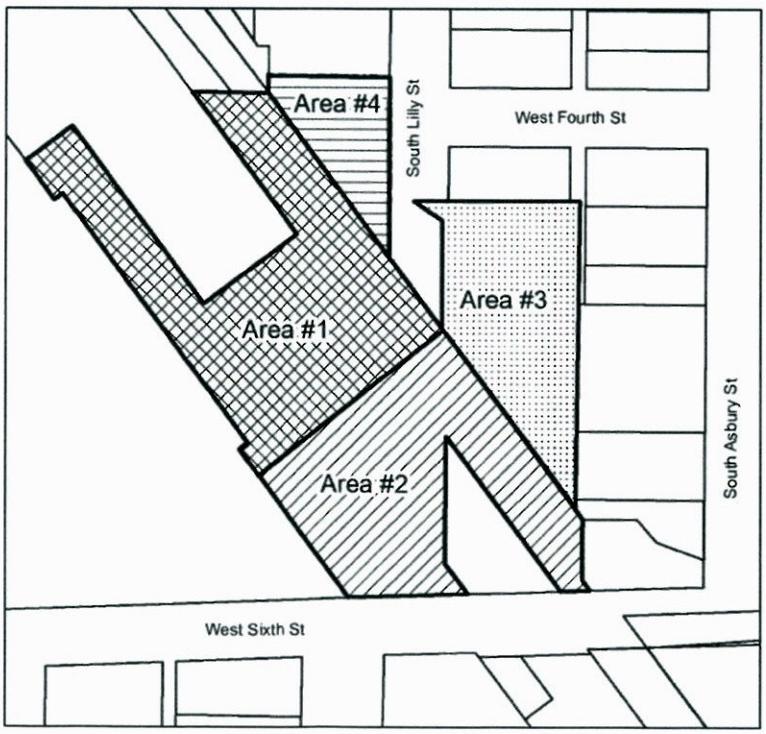
The City of Moscow Planning and Zoning Commission conducted a public hearing for this proposal on July 22, 2020 and recommended approval to City Council with three (3) conditions.

MEETING DATE: Tuesday, September 8, 2020

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

MEETING TIME: 7:00 p.m.

Note: Meeting start time is not necessarily indicative of the start time for review of the application advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine start time for review of application advertised in this notice, which could occur late in the meeting. The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to get a meeting agenda, further information about the application, the public meeting process and/or to request a meeting with City Staff. Public participants desiring to submit textual materials (excluding petitions) to the decision-making board shall do so at least five (5) calendar working days in advance of the scheduled meeting to the Community Development Department. Additionally, you may obtain further information about the public hearing process and procedures on the City's Website at: http://id-moscow.civicplus.com/593/Public-Hearing-Notices



Laurie M. Hopkins, Moscow City Clerk

Anne Peterson

Anne Peterson, Deputy Clerk

Publish: Saturday, August 15, 2020

CITY OF MOSCOW
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Hearing Date: September 8, 2020

GENERAL INFORMATION

Hearing Body: City Council

Subject:

1. Proposed Preliminary Subdivision Plat of a 2.49-acre area to create twenty-seven (27) townhouse parcels ranging from 634 to 638 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.
2. Proposed Planned Unit Development (PUD) of a 1.41-acre area to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor.
3. Proposed Rezoning of a combination of Motor Business (MB), Multiple Family Residential (R-4), and Central Business (CB) to the Multiple Family Residential (R-4) Zone; proposed Rezoning of from a combination of the CB and R-4 Zones to the CB Zone; and proposed Rezoning from the University (U) Zone to the R-4 Zone and Motor Business (MB) Zone.

Attachments:

1. Notice of Public Hearing
2. Rezone Application
3. Application for Preliminary Plat
4. Proposed Preliminary Plat Materials
5. Application for Planned Unit Development
6. Planned Unit Development Materials
7. Neighborhood Meeting Materials
8. Memo from Dwight Curtis, Parks and Recreation Director, dated July 15, 2020
9. Memo from Todd Drage, Engineering Technician, dated July 14, 2020

Prepared By: Mike Ray, AICP – Planning Manager

STAFF REVIEW

Proposal: The applicant, J&S Holding Company, LLC, is proposing to subdivide a 2.49-acre area generally located to the north of the intersection of Sixth Street and Deakin Avenue. The proposed preliminary plat would create twenty-seven (27) townhouse parcels ranging from 634 to 638 square

feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.

Also included in the proposal is a Planned Unit Development (PUD) on the northern 1.41 acres to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor. The applicant is requesting a PUD to allow for a reduction in the minimum lot size and setbacks for the townhouse lots, an increase in the maximum height permitted for the 4-story multi-family building, and to permit the townhouse lots to have frontage on an internal courtyard which also serves as emergency services access instead of a public street right-of-way. Also included in the PUD proposal are two existing parking lots that were previously used for University of Idaho student parking.

The third component of the application is a rezone request to provide for a more logical and orderly zoning configuration in the area. The subject property currently has four zoning districts upon it, which include the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts. The proposal is to rezone the subject property to a combination of Central Business (CB) and Multiple Family Residential (R-4).

Site and Area Land Use: The subject property is currently vacant except for two parking lots and access drive on the northeastern portion of the site. Ghormley Park is located to the west of the subject property, self-storage units and Cedar Veterinary Clinic to the north, a multi-family residential neighborhood to the northeast, and Patty's Kitchen Restaurant and the University of Idaho to the south.

Vicinity Map

Aerial Map

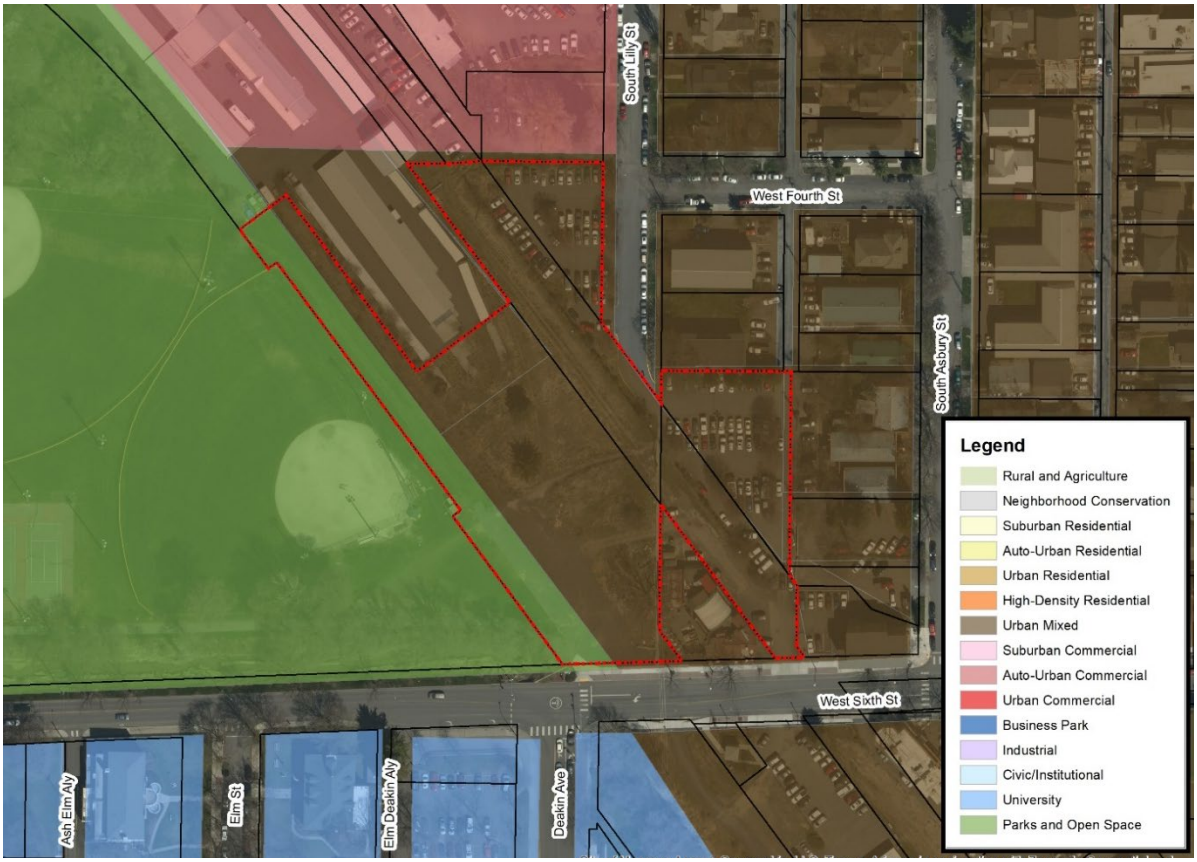
The subject property is relatively flat and Paradise Creek across Sixth Street and is flows through the property located to the southwest.

Comprehensive Plan Land Use Designation:
The subject property is currently designated as Urban Mixed (UM). UM designated areas,

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

The residential neighborhood to the east, the commercial corridor along Sixth Street, and Legacy crossing to the southeast are also within the UM designation. Ghormely Park to the west is designated as Parks and Open Space, the University of Idaho campus to the southwest is designated as University (U), and commercial properties to the north are designated as Auto-Urban Commercial (AU-C).

Sixth Street is currently designated by the Thoroughfare Plan as a collector street and Lilly Street is designated as a local neighborhood street.



Current Comprehensive Plan Land Use Designation

Zoning: The subject property is currently located within the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts and is proposed to be rezoned to a combination of Multiple Family Residential (R-4) and Central Business (CB).

The multi-family residential neighborhood to the northeast is located within the University (U) and R-4 Zone, commercial uses along the north side of Sixth Street are within the CB Zone, and properties to the south of Sixth Street are within the Urban Mixed Commercial (UMC) Zone and Legacy Crossing Overlay District. Ghormley Park to the west is located within the R-4 Zone and the commercial properties to the north are within the MB Zone.

According to the Zoning Code the R-4 Zoning District,

> *"Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."*

Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.

The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.

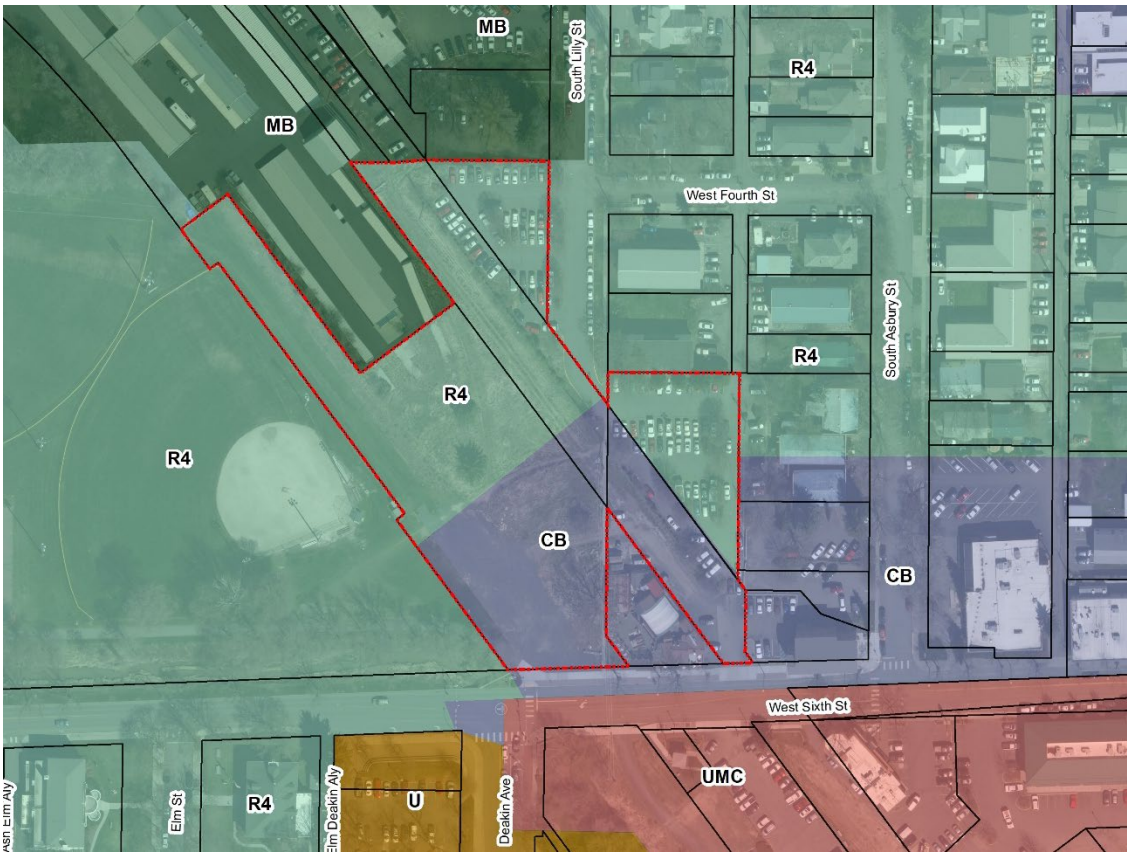
According to the Zoning Code the purpose of the CB Zoning District,

> *"is to provide a location for groups of compatible commercial uses having the common characteristic of not involving more than incidental and minimal assembly, fabrication or storage of commodities; for example, establishments dispensing retail commodities, and those providing professional and personal services to the individual. The CB Zoning District is the most intensive commercial Zoning District. To promote pedestrian use, unbroken, street-level, commercial frontage is encouraged in this Zoning District."*

A wide range of commercial and residential uses are permitted within the CB Zoning District. There is no minimum lot size or width requirements for lots within the CB Zone.

As part of the proposed rezone, the City is expanding the rezone area to correct the zoning on three adjacent properties. Properties that contain apartment buildings at 402 and 410 S. Lilly Street have the University (U) Zone extend across them, likely because of the parking lots that were associated with the University of Idaho to the south. The proposal would be to rezone these two properties to the R-4 Zone which would me more appropriate. Also included is another small portion of the U Zone which extends upon the Cedar Veterinary Clinic property. The proposal would be to eliminate the U Zone and rezone the entire property to MB, which most of the property currently is already.

Existing Zoning



Proposed Zoning

Preliminary Plat and PUD:
The proposed preliminary plat would create twenty-seven (27) townhouse parcels; one (1) Multi-Family Residential (R-4) parcel; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.

The minimum lot size for single-family, two-family, and multi-family dwellings parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet and 18 feet for townhouses. The CB Zone does not specify a minimum lot size or minimum lot width.

The applicant is proposing a Planned Unit Development (PUD) on the area which is proposed to be entirely located within the R-4 Zone, which includes the northern 1.41 acres of the main property and the two existing parking lots. The area of the two existing parking lots is 0.60 acres, which brings the total size of the area where the PUD is proposed to approximately 2 acres in size. Included in the PUD are twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor. The applicant is requesting a PUD to allow for a reduction in the minimum lot size and setbacks for the townhouse lots, an increase in the maximum height permitted for the 4-story multi-family building, and to permit the townhouse lots to have frontage on internal courtyard which also serves as emergency services access instead of a public street right-of-way.

The proposed townhouse lots range from 634 to 638 square feet in size and range in width from 23.8 to 28.7 feet. The townhouses are proposed to have no setbacks and extend out to the property lines on all sides. The standard minimum lot size for townhouses in the R-4 Zone is 1,800 sf and 18 feet in width. The townhouse setbacks in the R-4 Zone are 15 ft front, 20 ft rear, 0 ft interior side, and 8 ft exterior side. The townhouses are proposed to be three stories with the options of three different floor plans, A, B, and C.

The exteriors on the 'A' units will contain a brick veneer on the front façade with a metal bump out for windows, and the rear façade is proposed to be board and batten siding with an additional metal bump out and small deck. The first-floor plan contains the living room, small kitchenette, bedroom, and bathroom. The second floor contains the kitchen and dining area as well as a master bedroom and bathroom. There is an open loft space on the third floor.

The exteriors of the 'B' units contain a brick veneer on the front façade with rear board and batten siding. The first-floor plan includes the living room, kitchen, and a bathroom. The second floor contains two bedrooms and a shared bathroom, and the third floor has an additional bedroom, bathroom, and outdoor balcony.

The exteriors of the 'C' unit contain a brick veneer on the front façade with rear board and batten siding with a metal bump out and small deck. The first-floor plan contains a single car garage, laundry room, and entry area. The second floor includes the living and kitchen area, bedroom, and bathroom. The third floor is partially open to below and includes one bedroom, a bathroom, and walk-in closet.

Six townhouses are adjacent to the northern-most existing parking lot, and the remainder will be accessed via an internal courtyard constructed of permeable pavers that also serves as an emergency

services access road. The internal courtyard will contain bollards at the access points which limit access to only emergency vehicles.

Also included in the PUD proposal is a Multi-Family Residential (R-4) parcel of 0.37 acres in size that is proposed to be developed with a 4-story multi-family building. The ground floor is proposed to be an enclosed parking garage with 18 parking spaces, bicycle storage, and lobby with access to an elevator and stairs to the upper floors. The second, third, and fourth floors are proposed to be the same floor plan and will contain 6 dwelling units on each floor, totaling 18 units. Each floor will contain two 2-bedroom units that are each 980 sf in size and four 1-bedroom units that are 592 sf each. The total height of the fourth floor is 48.5 ft, which exceeds the 40 ft height limitation in the R-4 Zone.

The minimum PUD base density of the R-4 Zone is 24 units per acre. The proposed PUD has a base density of 22.5 units per acre, therefore no density bonuses are required as part of the project. The total number of parking spaces required for the proposed PUD is 80 spaces. Townhouses require 2 spaces per unit, one-bedroom apartments require 1.25 spaces per unit, and two-bedroom apartments require 1.75 spaces per apartment. The applicant has provided 18 parking spaces in the ground floor enclosed garage of the apartment building and there 88 parking spaces proposed within the two existing parking lots, for a total of 106 spaces.

The three commercial lots that are located within the CB Zone are not within the proposed PUD, but are included in the preliminary plat. The area, which is adjacent to Sixth Street, is 1.08 acres in size and is proposed to be divided into three lots of 0.29, 0.29, and 0.20 acres in size. The primary vehicular access will be via the existing driveway directly to the east of Patty's Kitchen, which currently leads to the southernmost parking area and eventually connects to Lilly Street. There is a proposed emergency access drive that also serves as an internal courtyard that begins near the Sixth Street and Deakin Avenue intersection. The access from Sixth Street will be blocked with bollards and only pedestrians, bicyclists, and emergency vehicles are permitted on this portion of the internal courtyard.

Water: A 6 in. water main currently exists on the east side of Lilly Street and an 8 in. water main extends horizontally across the southern portion of the subject property. A water main will be extended within the internal courtyard which will connect to meter banks to service the townhouses, apartment building, and commercial lots. Private water lines will be extended along the rear of the townhouses and connected to the water meter banks. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. The Engineering Department has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision and PUD.

It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 4.21 million gallons of water per year (45 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 4.21 million gallons/year).

Sanitary Sewer: Sanitary sewer is proposed to be extended throughout the proposed development within the internal courtyard/emergency access drive corridors. An 8 in. PVC main will be extended through the development to eventually connect to a 24 in. main that extends in the northwesterly direction across Ghormley Park to the west. The Engineering Department has determined that the

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

Storm Sewer: Trench drains within the permeable pavement system that makes up the internal courtyard/emergency services access drive collect the storm sewer and eventually convey it to an existing 30 in. storm drain in the north side sidewalk in Sixth Street. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate.

Access, Streets, Traffic: The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. This driveway provides access to the existing parking lot in the southeast corner and also provides a connection to Lilly Street and the alley between Lilly Street and Asbury Street. As part of the development, there will be a curb cut and emergency access drive constructed in close proximity to the Sixth Street and Deakin Avenue intersection. This is a secondary approach onto Sixth Street and will only serve as pedestrian, bicycle, and emergency services access. Sixth Street in this location is currently designated as a collector street and is developed with two travel lanes with designated turn lanes, bike lanes, a new furnishing zone with brick pavers and street trees, and 8 ft. wide sidewalks. Paradise Path is located to the southwest of the subject property and follows Paradise Creek to the west.

Lilly Street serves as access from the north of the subject property. The northern parking lot is located at the intersection of Lilly Street and Fourth Street, and Lilly Street essentially terminates into the subject property. The portion of Lilly Street from Third Street to the subject property is developed as a 30 ft wide street with intermittent curb and sidewalk and parking on both sides of the street. The current Idaho Central Credit Union project at the southwest corner of Third Street and Lilly Street will be constructing new curbing, tree lawns, and sidewalks on the entire Lilly Street frontage. Currently there is no curbing, tree lawns or sidewalks on ICCU's frontage on the west side of Lilly Street.

Parkland Dedication: Per the attached memo from Dwight Curtis, Parks and Recreation Director, the proposed subdivision falls under the requirements of the parkland dedication codes of the City. The net developable area is 2.49 acres and is zoned a combination of CB and R-4, which require a 9% parkland dedication requirement. This results in a dedication requirement of 9,780 sf (0.037 acres), or at the current value of $13,500/acre, $3,032.00. The property owner is requesting a City/Property Owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street to the Ghormley Park parking lot, providing access to Third Street. The first phase would be from Sixth Street to the northwest corner of the project, utilizing a cost-share approach. The second phase would complete the connecting pathway to the Ghormley Park parking lot, at the City's expense. The property owner's investment into the first phase would far exceed the parkland dedication requirement of $3,032 and would satisfy all parkland dedication requirements.

The project proposal was reviewed by the Parks and Recreation Commission on June 25, 2020, and the Pathways Commission on July 14, 2020, and both supported the parkland dedication/plan proposal. Parks and Recreation Staff are also recommending approval of the proposal.

Landscaping: The applicant has submitted a landscape plan that designates plantings throughout the development. With the proposed rezone, a Type B buffer would be required between the townhouses and the self-storage units to the north, which are within the Motor Business (MB) Zone. There is currently not enough room between the townhouse units and the property line in order to accommodate a landscape buffer and the rear of the self-storage buildings are already established on the adjacent property, so the applicant is proposing to waive the Type B requirement as part of the PUD process.

Input From Other Agencies:

Engineering Department

The Engineering Department has provided comments within an attached memo from Todd Drage, Engineering Technician, dated July 14, 2020.

Parks and Recreation Department

The Parks and Recreation Department has provided comments within an attached memo from Dwight Curtis, Parks and Recreation Director, dated July 15, 2020.

REZONE RELEVANT CRITERIA & STANDARDS:

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

SUBDIVISION PLAT RELEVANT CRITERIA & STANDARDS:

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

PUD RELEVANT CRITERIA & STANDARDS:

1. The proposed PUD is consistent with the Comprehensive Plan.
2. The proposed PUD is consistent with the intents and purposes of this Chapter.
3. The proposed PUD is compatible with the character and uses in the surrounding area.
4. Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD;

5. The proposed PUD will not endanger the public health or safety.
6. The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.

RECOMMENDATIONS:

The Planning and Zoning Commission conducted a public hearing for this matter on July 22, 2020 and recommended approval of the preliminary plat with three (3) conditions and recommended approval of the rezone and PUD with no conditions.

1. Conduct the public hearing upon the proposed rezone and upon consideration of any testimony presented, approve the rezone and adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.
2. Conduct the public hearing upon the proposed PUD and upon consideration of any testimony presented, approve the PUD for Gateway on Sixth Addition and adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.
3. Conduct the public hearing upon the proposed Gateway on Sixth Addition preliminary plat and upon consideration of any testimony presented, approve the preliminary plat with the following three (3) conditions recommended by staff and adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria:
    a. Engineering:
        i. The water line tap design for the 4-story multi-family property will need to be revised to come directly from a City water main instead of a dedicated fire hydrant line, as is currently proposed.
        ii. All water lines from water main to each water meter and each fire hydrant are required to be within a City easement to allow access.
        iii. The access drive at the southwest end of the property near the Sixth Street and Deakin Avenue intersection is limited to emergency vehicle and pedestrian access only due to the proximity to the intersection.

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

For City Use Only			
	Date Received		
Dept	Fee Type	Fees	Paid
CD	Application Fee	$895	
	Receipt Number		

LUP2020-0011

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. **Applicant**

Name: J & S HOLDING COMPANY, LLC Telephone: 208-640-9301

11245 N. EASTSHORE DRIVE, HAYDEN, ID 83835
(Home address)

Relationship to affected property (please check one):

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

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

Name: _____ Telephone: _____

_____
(Home address)

3. **Location of Affected Property**: _____

Legal Description: _____ (Subdivision) _____ (Block) _____ (Lot)

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

INFORMATION ON REQUESTED REZONE

4. **Proposal**: The applicant requests a rezone on the above-described property as follows:

From: CENTRAL BUSINESS, MOTOR BUSINESS, R4 AND UI (Current zoning) to: CENTRAL BUSINESS AND R4 (Proposed zoning)

5. **Reason**: Applicant requests a rezone for the following reason(s): TO CLEAN UP THE FOUR ZONES THAT CONVERGE ON THE PROPERTY AT THE RECOMMENDATION OF THE PLANNING DEPARTMENT

Received 6-26-20

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

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

YES, THE R4 AND CENTRAL BUSINESS ZONES ALREADY EXIST ON THE PROPERTY. WE ARE REMOVING TWO OF THE ZONES (LI AND MOTOR BUSINESS) IN ORDER TO MEET THE OBJECTIVE OF THE COMPREHENSIVE PLAN.

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

YES, WE ARE DIVIDING THE PROPERTY INTO R4 AND CENTRAL BUSINESS ZONES IN A LOGICAL MANNER THAT COMPLIES WITH THE SURROUNDING PROPERTIES TO ADD CONSISTANCY TO THE SIXTH STREET CORRIDOR.

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

YES, THE PROPOSED LOCATION OF THE DIVISION OF THE PROPERTY INTO R4 AND CENTRAL BUSINESS WILL BE COMPATIBLE WITH THE NEIGHBORHOODS TO THE NORTH AND THE SOUTH.

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

THE SIZE, TYPE AND DENSITY OF THE DEVELOPMENT WILL NOT PLACE ANY BURDEN UPON THE DELIVERY OF SERVICES PROVIDED BY ANY PUBLIC SUBDIVISION WITHIN THE PLANNING JURISDICTION. ALL POTENTIAL ISSUES HAD ALREADY BE ACCOUNTED FOR BY THE PLANNING DEPT WHEN RECOMMENDING THE ZONE CHANGES.

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

PUBLIC TRANSPORTATION IS LOCATED ACROSS THE STREET AT THE CORNER OF DEAKIN AVE AND SIXTH STREET. WALKWAYS AND BIKE PATHS ARE A MAJOR COMPONENT OF THE DEVELOPMENT TO ENCOURAGE NON-MOTORIZED MOVEMENT TO LI AND DOWNTOWN. ONSITE AUTOMOBILE PARKING IS ACCORDING TO THE ZONING CODES.

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

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

Received 6-26-20

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

The following materials must be included with this application:

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

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

James L. Stephens — 4/23/2020
Applicant's Signature — Date

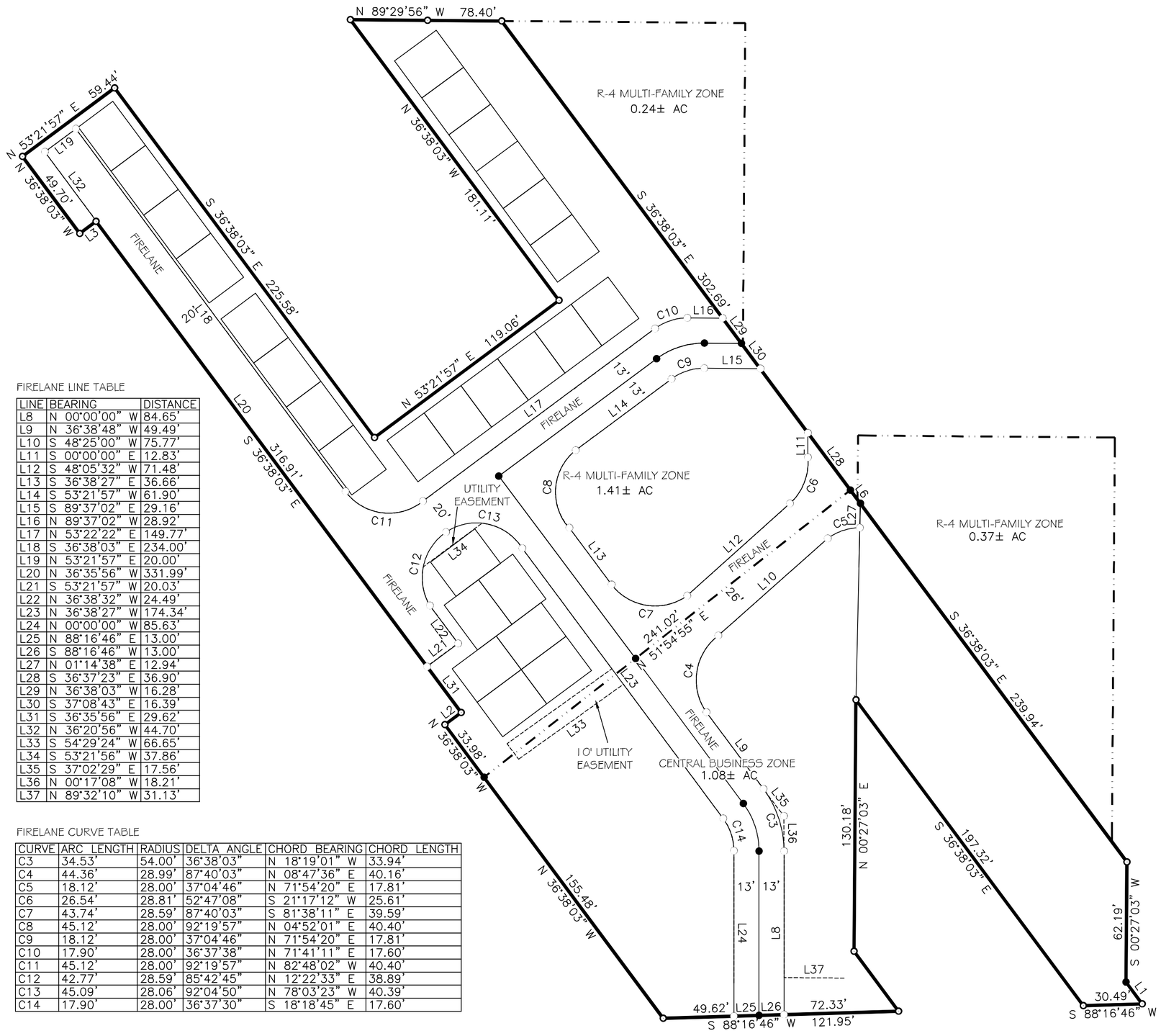
James L. Stephens — 4/23/2020
Property Owner's Signature — Date

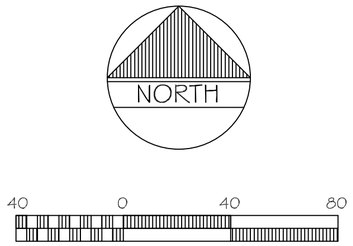
Received 6-26-20

T 39 N, R 5 W, S 7

GATEWAY ON SIXTH

A subdivision to the City of Moscow, located in the S1/2 of the SE1/4, Section 7, T39N, R5W, Boise Meridian, Latah County, Idaho





ORIGINAL SCALE : 1" = 40 FEET
CADD FILE : Gateway on 6th.dwg

LEGEND

- ● Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- ○ Found Property Corner 5/8" rebar with cap PLS 6449
- ○ Calculated Position - Nothing Found or Set
- Subject Property Boundary Line
- Rezone Division Line
- Proposed Boundary Lines
- Proposed Firelane
- Proposed Utility Easements

SURVEYOR NOTES

1. The proposed utility easements will follow the fire lane boundaries unless otherwise shown.

FIRELANE LINE TABLE

LINE	BEARING	DISTANCE
L8	N 00°00'00" W	84.65'
L9	N 36°38'48" W	49.49'
L10	S 48°25'00" W	75.77'
L11	S 00°00'00" E	12.83'
L12	S 48°05'32" W	71.48'
L13	S 36°38'27" E	36.66'
L14	S 53°21'57" W	61.90'
L15	S 89°37'02" E	29.16'
L16	N 89°37'02" W	28.92'
L17	N 53°22'22" E	149.77'
L18	S 36°38'03" E	234.00'
L19	N 53°21'57" E	20.00'
L20	N 36°35'56" W	331.99'
L21	S 53°21'57" W	20.03'
L22	N 36°38'32" W	24.49'
L23	N 36°38'27" W	174.34'
L24	N 00°00'00" W	85.63'
L25	N 88°16'46" E	13.00'
L26	S 88°16'46" W	13.00'
L27	N 01°14'38" E	12.94'
L28	S 36°37'23" E	36.90'
L29	N 36°38'03" W	16.28'
L30	S 37°08'43" E	16.39'
L31	S 36°35'56" E	29.62'
L32	N 36°20'56" W	44.70'
L33	S 54°29'24" W	66.65'
L34	S 53°21'56" W	37.86'
L35	S 37°02'29" E	17.56'
L36	N 00°17'08" W	18.21'
L37	N 89°32'10" W	31.13'

FIRELANE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	34.53'	54.00'	36°38'03"	N 18°19'01" W	33.94'
C4	44.36'	28.99'	87°40'03"	N 08°47'36" E	40.16'
C5	18.12'	28.00'	37°04'46"	N 71°54'20" E	17.81'
C6	26.54'	28.81'	52°47'08"	S 21°17'12" W	25.61'
C7	43.74'	28.59'	87°40'03"	S 81°38'11" E	39.59'
C8	45.12'	28.00'	92°19'57"	N 04°52'01" E	40.40'
C9	18.12'	28.00'	37°04'46"	N 71°54'20" E	17.81'
C10	17.90'	28.00'	36°37'38"	N 71°41'11" E	17.60'
C11	45.12'	28.00'	92°19'57"	N 82°48'02" W	40.40'
C12	42.77'	28.59'	85°42'45"	N 12°22'33" E	38.89'
C13	45.09'	28.06'	92°04'50"	N 78°03'23" W	40.39'
C14	17.90'	28.00'	36°37'30"	S 18°18'45" E	17.60'

PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR LICENSED 17534 STATE OF IDAHO MICHAEL E. DAHLIN

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS _____ DAY OF _____,_____

_____
RECORDER

_____
DEPUTY

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET 3 OF 3

DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2020	ID	LATAH	GATEWAY ON 6TH	TLW

Received 6-26-20

LUP2020-0010

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

For City Use Only			
	Date Received		
Dept	Fee Type	Fees	Paid
CD	Application Fee	$895	
	Receipt Number		

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:
Name: J & S HOLDING COMPANY, LLC Telephone: 208-640-9301
Complete Address: 11245 N. EASTSHORE DRIVE, HAYDEN, ID 83835
E-Mail: jafstephens@earthlink.net Fax: _____

OWNER: (if other than applicant)
Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:
Name: HONGE & ASSOCIATES, INC Telephone: 208-882-3520
Complete Address: 405 S. WASHINGTON STREET, MOSCOW, ID 83843
E-Mail: HONGE@MOSCOW.COM Fax: _____

Primary point of contact (select one): Applicant_____ Owner_____ Engineer/Surveyor ✓

PROPERTY:
1. Proposed Subdivision Name: UNIVERSITY GATEWAY ON SIXTH
2. Address(as) or Parcel Number(s): _____
3. Legal Description: *Please attach copy of full description.*
4. Gross area of all land involved: _____ acres, and/or _____ sq. ft.
5. Total Net Area of land area exclusive of proposed or existing public street and other public lands:
   2.49 ★ acres, and/or 134,838 square feet.✱ 3 lots @ .29 ACRES per lot
6. Total number of lots: 31 Average lot size: 27 lots @ 638 sq ft each
7. Existing Zoning of subject property: R4, MOTOR BUSINESS, CENTRAL BUSINESS, LI

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

✱ PARKING LOTS INCLUDED
★ SITE TO BE DEVELOPED

Received 6-26-20

PROJECT DESCRIPTION:

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

UNIVERSITY GATEWAY ON SIXTH IS A MIXED USE DEVELOPMENT COMPOSED OF MULTI-GENERATIONAL RENTAL HOUSING, FEE SIMPLE OWNERSHIP OF TOWNHOUSES AND GROUND FLOOR RETAIL/COMMERCIAL. 40% single family townhouses, 40% multi-family APARTMENTS, 20% COMMERCIAL/RETAIL

PRELIMINARY PLAT CHECKLIST:

_____ 1. Subdivision name
_____ 2. Location: Section, Township, Range
_____ 3. Subdivider's name & address
_____ 4. Engineer/surveyor name & address
_____ 5. Date of subdivision
_____ 6. Reference to adjoining subdivisions with names
_____ 7. North arrow
_____ 8. Scale, not less than 1 in. = 60 ft.
_____ 9. Existing and proposed right-of-way or public tracts with widths and names
_____10. Lot and block layout with numbering and dimensions
_____11. Existing zoning designation, or proposed if a rezone is requested
_____12. All existing and proposed easements of record stating width and purpose
_____13. Location of any existing open spaces or permanent structures
_____14. General layout of sewer and water utilities
_____15. Proposed phasing, if any
_____16. Acreage breakdown with gross and net (less right-of-way)
_____17. Plan/profile of proposed street grades
_____18. Existing Topography*
_____18. Proposed finished grading plan*
_____19. Location of any delineated wetlands and/or water bodies and, if applicable, the floodway and 100-year floodplain (BFE data must be included if the plat is ≥5 acres or ≥50 lots)
_____20. Vicinity sketch

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

SUBMITTAL:

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

- Completed application.
- Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

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

James K. Stephens — 5/1/2020
Applicant's Signature — Date

James K. Stephens — 5/1/2020
Property Owner's Signature (if different) — Date

Received 6-26-20

LUP2020-0010

T 39 N, R 5 W, S 7

GATEWAY ON SIXTH

A subdivision to the City of Moscow, located in the S1/2 of the SE1/4, Section 7, T39N, R5W, Boise Meridian Latah County, Idaho

APPROVALS

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code.

Examined and approved by action of the Moscow Planning and Zoning Commision at a regular meeting with a puorum present this ____day of _____, 2020.

_____
Chairperson, Planning & Zoning Commision

Examined and approved by action of the City of Moscow City Council at a regular meeting with a quorom present this_____day of_____ 2020.

_____
Clerk

_____
Mayor, City of Moscow

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

_____
City Engineer, City of Moscow

Examined and approved by the Latah County Surveyor this _____day of_____ 2020.

_____
Latah County Surveyor

I hereby certify that taxes an assessments on property shown hereon have been paid for _____ and preceding years as of this ____day of _____, 2020.

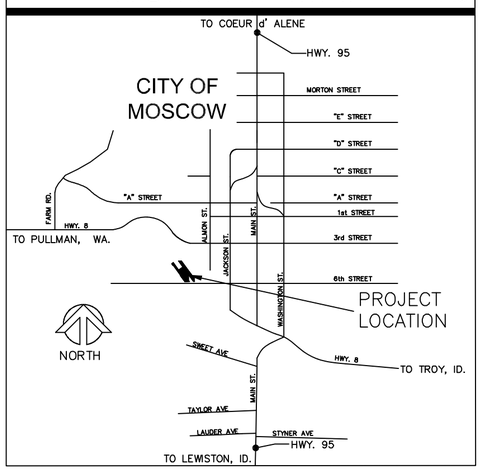
_____
Latah County Treasurer

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

_____
North Central District Health Department, REHS Date

VICINITY MAP

N.T.S



VICINITY MAP

LEGAL DESCRIPTION

A parcel of land located in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 7, from which the south quarter corner of said section bears S 87°45'17" W, 2673.50 feet; Thence S 87°45'17" W, 1070.11 feet along the south line of said section to the intersection with the northeasterly line of the former Railroad right of way; Thence N 36°38'03" W, 32.23 feet along said easterly line to the intersection with the north right of way line of Sixth Street, Thence along said north right of way line N 88°16'46" E, 45.73 feet, to the POINT OF BEGINNING;

Thence S 88°16'46" W, 30.49 feet to the easterly line of a parcel of land described in Quit Claim Deed Inst. No. 493001;
Thence along said east line N 36°38'03" W, 197.32 feet to the west line of Block 6 of Lieuallen's Third Addition;
Thence along said west line, S 00°27'03" W, 130.18 feet;
Thence S 36°38'03" E, 38.68 feet to the north right of way line of Sixth Street;
Thence along said right of way line S 88°16'46" W, 121.95 feet to the southwesterly line of the former railroad right of way;
Thence along said right of way, N 36°38'03" W, 189.46 feet to the southwest corner of a parcel described in Quit Claim Deed Inst. No. 495435;
Thence along the south line of said deed, N 53°21'57" E, 10.50 feet;
Thence along the east line of said deed, N 36°38'03" W, 316.91 feet;
Thence S 53°21'57" W, 10.50 feet to a point on the southwesterly Railroad right of way line;
Thence along said right of way line, N 36°38'03" W, 49.70 feet to the southwest corner of a parcel described in Quit Claim Deed Inst. No. 581486;
Thence leaving said right of way line, N 53°21'57" E, 59.44 feet along the south line of said deed;
Thence along the west line of said deed, S 36°38'03" E, 225.58 feet;
Thence along the south line of said deed, N 53°21'57" E, 119.06 feet;
Thence along the east line of said deed, N 36°38'03" W, 181.11 feet;
Thence S 89°29'56" E, 78.40 feet to the northeasterly line of the former Railroad right of way;
Thence continuing along said east right of way line S 36°38'03" E, 542.63 feet;
Thence leaving said right of way line S 00°27'03" W, 62.19 feet;
Thence S 36°38'03" E, 14.07 feet to the POINT OF BEGINNING;

Containing 2.49 acres more or less.

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS ____ DAY OF _____,_____
_____
RECORDER
_____
DEPUTY

OWNERS DEDICATION CERTIFICATE

Known all men by these presents: That I the undersigned, J & S Holding Company LLC, owner of the land and premises included in this plat have caused said land to be subdivided and platted as shown hereon as an addition to Latah County, Idaho, to be known as Gateway on Sixth. The undersigned also declares that this plat is in conformance with the City of Moscow Subdivision and Planned Unit Development Ordinances. The undersigned also dedicates the easements shown hereon as access for ingress and egress to the platted lots. The undersinged also declares that the individual lots described in the plat will be eligible to recieve water service from the City of Moscow Water System, a public utility subject to the regulation of the Idaho Public Utilities Commision and said water system has agreed in writing to serve all of the lots in the subdivision.

In witness of this declaration, I set my hand:

_____
Jim Stephens Date:
J & S Holding Company LLC, Owner

ACKNOWLEDGEMENT(S)

State of Idaho
County of Latah } Sworn statement

Before me, the undersigned Notary Public, personally appeared

_____

Known to me to be the person(s) who executed the forgoing owners certificate, a free and voluntary Act and Deed.

In witness thereof, this _____day of _____
20_____ . I set my hand and affix my seal.

_____
Notary Public in and for the State of Idaho

Residing at_____

My commission expires _____

SURVEYORS CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Idaho Code, Title 50, Chapter 13 and City of Moscow Subdivision Ordinance in February, 2020, at the request of J & S Holding Company LLC.

PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR
LICENSED
17534
STATE OF IDAHO
MICHAEL E. DAHLIN

_____
Michael E. Dahlin Idaho Professional Land Surveyor

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET 1 OF 3

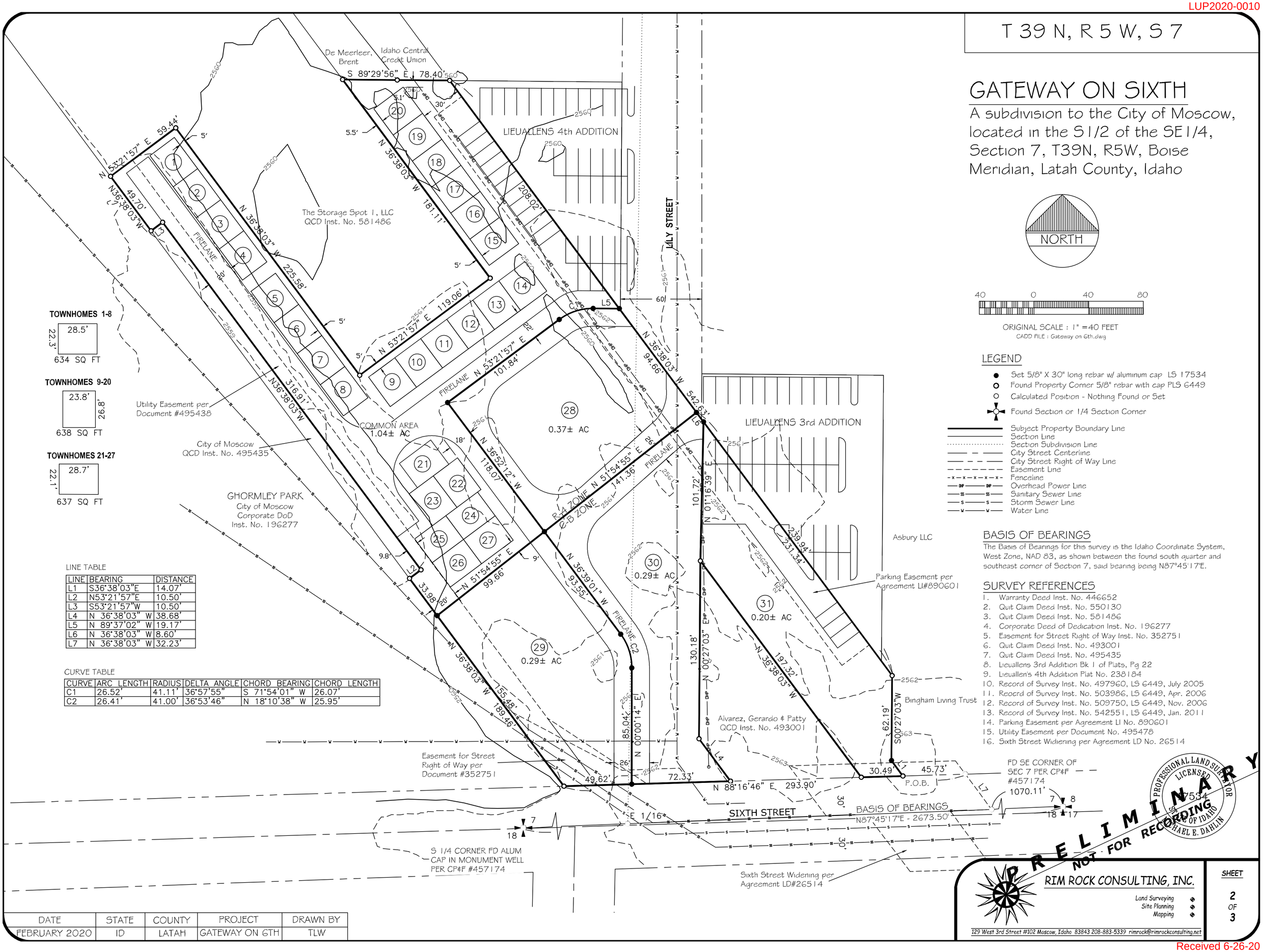
DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2020	ID	LATAH	GATEWAY ON 6TH	TLW

Received 6-26-20

T 39 N, R 5 W, S 7

GATEWAY ON SIXTH

A subdivision to the City of Moscow, located in the S1/2 of the SE1/4, Section 7, T39N, R5W, Boise Meridian, Latah County, Idaho



LINE TABLE

LINE	BEARING	DISTANCE
L1	S36°38'03"E	14.07'
L2	N53°21'57"E	10.50'
L3	S53°21'57"W	10.50'
L4	N 36°38'03" W	38.68'
L5	N 89°37'02" W	19.17'
L6	N 36°38'03" W	8.60'
L7	N 36°38'03" W	32.23'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.52'	41.11'	36°57'55"	S 71°54'01" W	26.07'
C2	26.41'	41.00'	36°53'46"	N 18°10'38" W	25.95'

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found south quarter and southeast corner of Section 7, said bearing being N87°45'17"E.

SURVEY REFERENCES

1. Warranty Deed Inst. No. 446652
2. Quit Claim Deed Inst. No. 550130
3. Quit Claim Deed Inst. No. 581486
4. Corporate Deed of Dedication Inst. No. 196277
5. Easement for Street Right of Way Inst. No. 352751
6. Quit Claim Deed Inst. No. 493001
7. Quit Claim Deed Inst. No. 495435
8. Lieuallens 3rd Addition Bk 1 of Plats, Pg 22
9. Lieuallen's 4th Addition Plat No. 238184
10. Record of Survey Inst. No. 497960, LS 6449, July 2005
11. Reocrd of Survey Inst. No. 503986, LS 6449, Apr. 2006
12. Record of Survey Inst. No. 509750, LS 6449, Nov. 2006
13. Record of Survey Inst. No. 542551, LS 6449, Jan. 2011
14. Parking Easement per Agreement LI No. 890601
15. Utility Easement per Document No. 495478
16. Sixth Street Widening per Agreement LD No. 26514

DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2020	ID	LATAH	GATEWAY ON 6TH	TLW

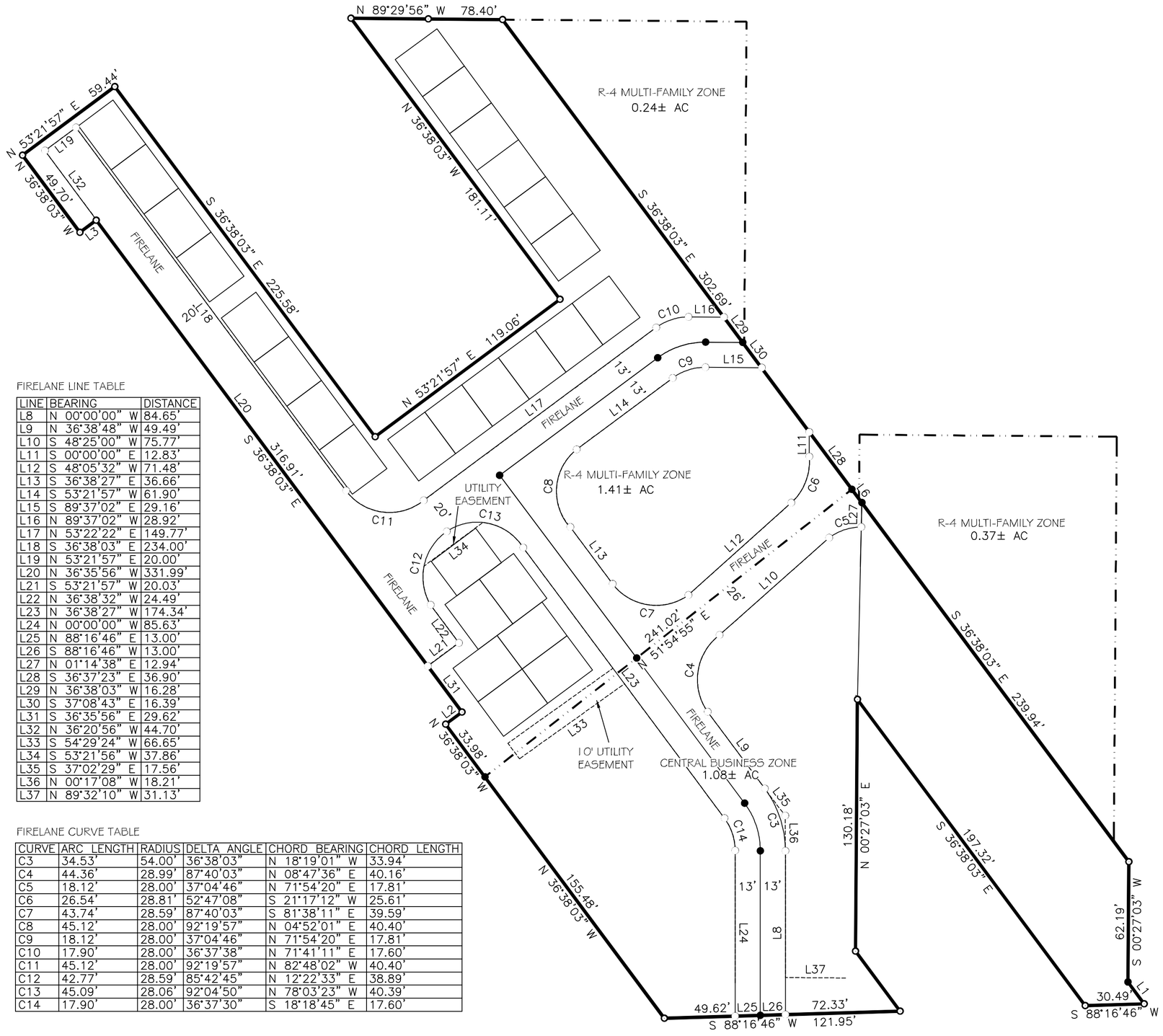
RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

Received 6-26-20

T 39 N, R 5 W, S 7

GATEWAY ON SIXTH

A subdivision to the City of Moscow, located in the S1/2 of the SE1/4, Section 7, T39N, R5W, Boise Meridian, Latah County, Idaho



FIRELANE LINE TABLE

LINE	BEARING	DISTANCE
L8	N 00°00'00" W	84.65'
L9	N 36°38'48" W	49.49'
L10	S 48°25'00" W	75.77'
L11	S 00°00'00" E	12.83'
L12	S 48°05'32" W	71.48'
L13	S 36°38'27" E	36.66'
L14	S 53°21'57" W	61.90'
L15	S 89°37'02" E	29.16'
L16	N 89°37'02" W	28.92'
L17	N 53°22'22" E	149.77'
L18	S 36°38'03" E	234.00'
L19	N 53°21'57" E	20.00'
L20	N 36°35'56" W	331.99'
L21	S 53°21'57" W	20.03'
L22	N 36°38'32" W	24.49'
L23	N 36°38'27" W	174.34'
L24	N 00°00'00" W	85.63'
L25	N 88°16'46" E	13.00'
L26	S 88°16'46" W	13.00'
L27	N 01°14'38" E	12.94'
L28	S 36°37'23" E	36.90'
L29	N 36°38'03" W	16.28'
L30	S 37°08'43" E	16.39'
L31	S 36°35'56" E	29.62'
L32	N 36°20'56" W	44.70'
L33	S 54°29'24" W	66.65'
L34	S 53°21'56" W	37.86'
L35	S 37°02'29" E	17.56'
L36	N 00°17'08" W	18.21'
L37	N 89°32'10" W	31.13'

FIRELANE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	34.53'	54.00'	36°38'03"	N 18°19'01" W	33.94'
C4	44.36'	28.99'	87°40'03"	N 08°47'36" E	40.16'
C5	18.12'	28.00'	37°04'46"	N 71°54'20" E	17.81'
C6	26.54'	28.81'	52°47'08"	S 21°17'12" W	25.61'
C7	43.74'	28.59'	87°40'03"	S 81°38'11" E	39.59'
C8	45.12'	28.00'	92°19'57"	N 04°52'01" E	40.40'
C9	18.12'	28.00'	37°04'46"	N 71°54'20" E	17.81'
C10	17.90'	28.00'	36°37'38"	N 71°41'11" E	17.60'
C11	45.12'	28.00'	92°19'57"	N 82°48'02" W	40.40'
C12	42.77'	28.59'	85°42'45"	N 12°22'33" E	38.89'
C13	45.09'	28.06'	92°04'50"	N 78°03'23" W	40.39'
C14	17.90'	28.00'	36°37'30"	S 18°18'45" E	17.60'

NORTH

40 0 40 80

ORIGINAL SCALE : 1" = 40 FEET

CADD FILE : Gateway on 6th.dwg

LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- Found Property Corner 5/8" rebar with cap PLS 6449
- Calculated Position - Nothing Found or Set
- Subject Property Boundary Line
- Rezone Division Line
- Proposed Boundary Lines
- Proposed Firelane
- Proposed Utility Easements

SURVEYOR NOTES

1. The proposed utility easements will follow the fire lane boundaries unless otherwise shown.

PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR LICENSED 17534 STATE OF IDAHO MICHAEL E. DAHLIN

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS _____ DAY OF _____,_____

_____
RECORDER

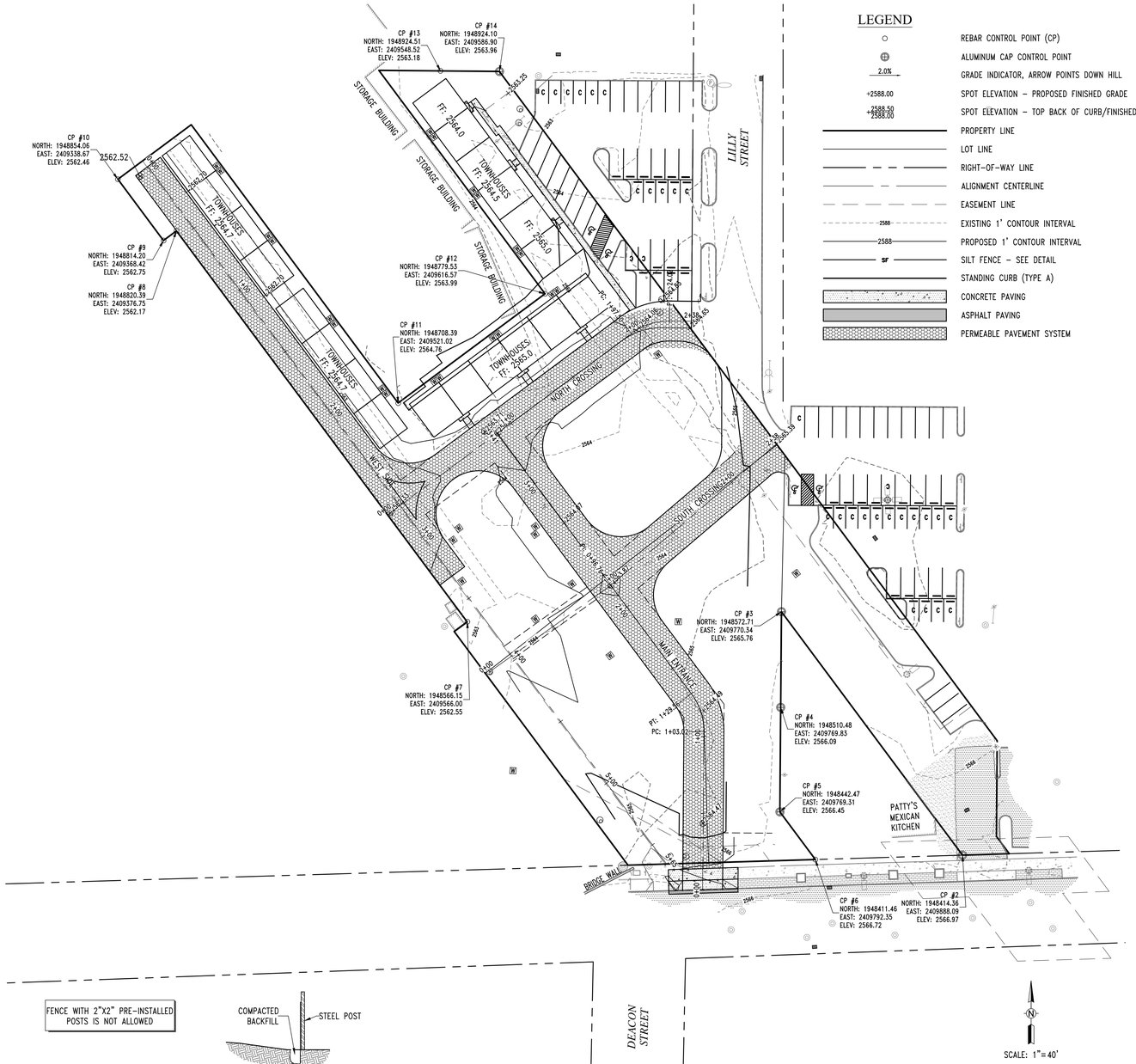
_____
DEPUTY

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET 3 OF 3

DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2020	ID	LATAH	GATEWAY ON 6TH	TLW

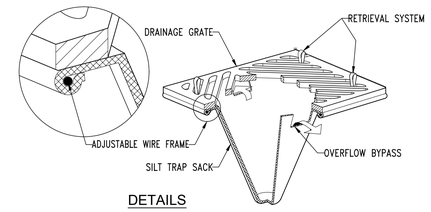
Received 6-26-20



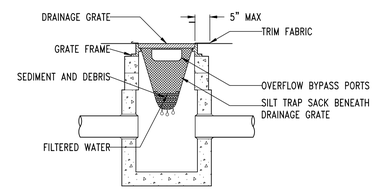
LEGEND

○	REBAR CONTROL POINT (CP)
⊕	ALUMINUM CAP CONTROL POINT
2.0%	GRADE INDICATOR, ARROW POINTS DOWN HILL
+2588.00	SPOT ELEVATION – PROPOSED FINISHED GRADE
+2588.50 / 2588.00	SPOT ELEVATION – TOP BACK OF CURB/FINISHED GROUND
	PROPERTY LINE
	LOT LINE
	RIGHT-OF-WAY LINE
	ALIGNMENT CENTERLINE
	EASEMENT LINE
2588	EXISTING 1' CONTOUR INTERVAL
2588	PROPOSED 1' CONTOUR INTERVAL
SF	SILT FENCE – SEE DETAIL
	STANDING CURB (TYPE A)
	CONCRETE PAVING
	ASPHALT PAVING
	PERMEABLE PAVEMENT SYSTEM

811
Know what's **below.**
Call before you dig.



DETAILS



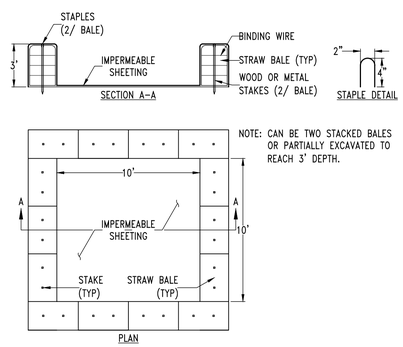
SECTION

NOT TO SCALE

NOTES:
1. SIZE AND SHAPE OF THE SILT TRAP SACK TO FIT THE STORM STRUCTURE IT WILL SERVICE. (RECTANGULAR OR ROUND).
2. THE SILT TRAP SACK SHALL HAVE A BUILT-IN HIGH-FLOW RELIEF SYSTEM (OVERFLOW BYPASS).
3. THE SILT TRAP SACK ASSEMBLY MUST ALLOW REMOVAL WITHOUT SPILLING THE COLLECTED MATERIAL.
4. EMPTY SILT TRAP SACK AND DISPOSE OF SEDIMENT AND DEBRIS BEFORE THE SACK IS HALF-FULL.
5. ENSURE THE SILT TRAP SACK ASSEMBLY DOES NOT SPILL OR FALL INTO THE STORM STRUCTURE. IF SEDIMENT IS SPILLED INTO THE STORM STRUCTURE, REMOVE THE SPILLED MATERIAL BY SUCTION HOSE OR OTHER APPROVED METHOD.

CATCH BASIN PROTECTION

NTS (2 / C3)



CONSTRUCTION SPECIFICATIONS

1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50' AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4" OF FREEBOARD. TYPICAL DIMENSIONS ARE 10'x10'x3' DEEP.
3. PREPARE SOIL BASE FREE OF ROCK OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABLITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75% FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NO REUSE PLASTIC LINER. WET-VACUUM STORED STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORM, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.

ONSITE CONCRETE WASHOUT STRUCTURE

NTS (4 / C3)

BASIS OF ELEVATION

THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD88, ESTABLISHED BY GPS. THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER SERVICE (OPUS).

GRADING NOTES

ESTIMATED GRADING QUANTITIES

RAW CUT VOLUME = --- C.Y.

RAW FILL VOLUME = --- C.Y.

1. THIS PLAN IS ACCURATE FOR GRADING AND THE RELATED EROSION AND SEDIMENT CONTROL PURPOSES ONLY.
2. ALL AREAS TO RECEIVE EMBANKMENT (FILL) SHALL FIRST BE CLEARED AND GRUBBED.
3. ALL TOPSOIL SHALL BE EXCAVATED AND REMOVED FROM EMBANKMENT (FILL) AREAS. EXCAVATED TOPSOIL MATERIAL MAY BE STOCKPILED ON-SITE FOR USE AS LANDSCAPING MATERIAL – PROVIDE SILT FENCE AROUND STOCKPILES.
4. BORROW FOR EMBANKMENT (FILL) SHALL CONSIST OF NATIVE PALOUSE LOESS OR CLAY, OR ANY APPROVED GRAVELLY MATERIAL. ALL BORROW SHALL BE FREE OF ROOTS, BARK, TOPSOIL, ORGANIC OR OTHER DELETERIOUS MATERIALS.
5. COMPACT ALL EMBANKMENT (FILL) TO 95% MINIMUM OF THE PROCTOR VALUE DENSITY DETERMINED BY THE AASHTO T–99 METHOD. THE METHOD FOR CONSTRUCTING EMBANKMENT (FILL) SHALL BE SUCH THAT 95% MINIMUM DENSITIES ARE ACHIEVED THROUGHOUT.
6. WHERE EMBANKMENT (FILL) IS PLACED ON AN EXISTING SLOPE 4:1 OR STEEPER THE EXISTING SLOPE SHALL BE BENCHED HORIZONTAL PRIOR TO PLACING BORROW. THE WIDTH OF THE BENCHES SHALL NOT BE LESS THAN FIVE (5) FEET IN WIDTH.
7. COMPACTION TESTING SHALL BE PROVIDED BY THE OWNER. COMPACTION TEST LOCATIONS SHALL BE RECORDED ON A SITE PLAN SHOWING TEST NUMBER, DATE, AND ELEVATION OF EACH TEST. A REPORT OF THESE TESTS SHALL BE PROVIDED TO THE OWNERS, ENGINEER, CONTRACTOR, AND CITY. THERE SHALL BE A SUFFICIENT NUMBER OF TESTS TO ASSURE THAT 95% MINIMUM COMPACTION HAS BEEN ACHIEVED THROUGHOUT ALL EMBANKMENT (FILL) AREAS.
8. OWNER IS RESPONSIBLE TO SECURE ALL NECESSARY AUTHORIZATION FOR GRADING ACTIVITIES REQUIRED ON ADJACENT PROPERTIES.
9. A CITY OF MOSCOW GRADING PERMIT IS REQUIRED.
10. COMPLIANCE WITH NPDES PHASE II IS REQUIRED

EROSION CONTROL NOTES

1. EROSION CONTROL MEASURES AS SET FORTH IN THIS PLAN SHALL APPLY TO ALL CONSTRUCTION ACTIVITY RELATIVE TO THIS SITE, INCLUDING BUT NOT LIMITED TO, ALL EARTHWORK AND INSTALLATION OF PUBLIC IMPROVEMENTS.
2. SHOULD THE CITY ENGINEER DETERMINE THAT THE EROSION CONTROL MEASURES INSTALLED AS INDICATED ON THIS EROSION CONTROL PLAN ARE INADEQUATE AND/OR INEFFECTIVE, THE CITY ENGINEER SHALL DIRECT THE IMPLEMENTATION OF ADDITIONAL EROSION CONTROL MEASURES (AT THE EXPENSE OF THE DEVELOPER) TO ALLEVIATE INADEQUACIES.
3. THE OWNER AND/OR DEVELOPER OF THE PROPERTY IS ULTIMATELY RESPONSIBLE FOR THE FURNISHING, INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES NECESSARY FOR FULL COMPLIANCE WITH MOSCOW CITY CODE.

IT IS NECESSARY FOR ANY PROJECT LARGER THAN ONE ACRE IN SIZE TO HAVE AN EPA NOTICE OF INTENT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER AN NPDES GENERAL PERMIT (NOI PHASE II) FORM ON FILE WITH THE EPA STORM WATER NOTICE PROCESSING CENTER AT:

FOR REGULAR U.S. MAIL DELIVERY:
EPA STORMWATER NOTICE PROCESSING CENTER
MAIL CODE 4203M
U.S. EPA
1200 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20460

FOR OVERNIGHT/EXPRESS MAIL DELIVERY:
EPA STORMWATER NOTICE PROCESSING CENTER
ROOM 7420
U.S. EPA
1201 CONSTITUTION AVENUE, NW
WASHINGTON, DC 20004

PRIOR TO CONSTRUCTION ACTIVITIES:

1. INFORM CITY, AND OTHER INSPECTORS, OF WORK SCHEDULED FOR WEEKENDS OR HOLIDAY.
2. CONSTRUCT GRAVEL PADS AT ENTRANCES TO SITE, AS INDICATED ON PLAN.
3. PLACE SILT FENCING AND CHECK DAMS AS INDICATED ON PLAN PRIOR TO ANY EXCAVATION OR EMBANKMENT WORK. IN GENERAL, CHECK DAMS SHALL BE PLACED AT MINIMUM 100 FOOT SPACING IN ALL SWALES AND DITCHES AND AT MINIMUM 50 FOOT SPACING ALONG SILT FENCE. ON SLOPES GREATER THAN 10% CHECK DAMS SHALL BE MADE OF ROCK, STRAW BALES, OR SILT FENCE, PER MOSCOW CITY STANDARDS.
4. GRADE ACCESS ROAD(S) TO ROADWAY CROSS-SLOPE TO PROVIDE DRAINAGE TO ROADSIDE DITCHES.
5. PLACE SILT FENCING AND STRAW BALES TO PROTECT EXISTING STORM WATER DRAINAGE FACILITIES THAT WILL BE IMPACTED BY THIS WORK. PROTECT EXISTING FACILITIES ON ADJACENT PROPERTY, AS NECESSARY. EXISTING CATCH BASINS SHALL BE PROTECTED PER DETAIL 2, THIS PAGE. MAINTAIN UNIMPEDED FLOW INTO CATCH BASINS THROUGHOUT CONSTRUCTION.
6. CONSTRUCT TEMPORARY SEDIMENT POND(S) IN THE LOCATION(S) AS SHOWN ON THE PLAN, INCLUDING DIRECTIVE DITCHES ALSO AS SHOWN THEREON AND/OR OTHERWISE REQUIRED.

DURING CONSTRUCTION ACTIVITIES AND WINTER SHUTDOWN, AS NECESSARY:

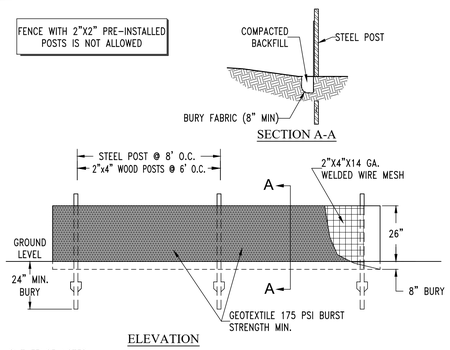
1. SUSPEND ALL EXCAVATION AND EMBANKMENT WORK DURING RAIN STORMS TO MINIMIZE EROSION AND SEDIMENT IMPACTS. MONITOR SITE CONDITIONS DURING AND FOLLOWING RAIN EVENTS FOR EROSION AND SEDIMENT CONTROL PROBLEMS – INSTALL CORRECTIVE MEASURES AND INITIATE CLEANUP MEASURES AS REQUIRED.
2. SPRAY WATER ON DISTURBED AREAS TO CONTROL DUST EROSION DURING DRY SEASON.
3. CONSTRUCT STORM WATER FACILITIES AS EARLY AS POSSIBLE DURING CONSTRUCTION. PROTECT NEW STORM WATER FACILITIES SIMILAR TO EXISTING (SEE NOTE 5 OF "PRIOR TO CONSTRUCTION ACTIVITIES").
4. SEED AND MULCH ALL DISTURBED AREAS.
5. ALL GRADED AREAS, FINISHED OR UNFINISHED, SHALL HAVE ACCEPTABLE EROSION CONTROL MEASURES APPLIED PRIOR TO OCTOBER 1 – NO EXCEPTIONS WITHOUT PRIOR WRITTEN CITY APPROVAL. ACCEPTABLE EROSION CONTROL MEASURES SHALL BE CONSIDERED ONE OF THE FOLLOWING:
   a. HYDRAULICALLY APPLIED MIXTURE OF MULCH AND TACKIFIER – OF A TYPE AND APPLICATION RATE RECOMMENDED FOR MOSCOW AREA OPEN SOIL EROSION PROTECTION – SEED TO BE INCLUDED IF AREA IS FINISH GRADED.
   b. AREAS SLOPING LESS THAN 4:1 TILLED WITH A FARM IMPLEMENT SUCH AS A DISC, PLOW OR SPRING TOOTH THAT RESULTS IN COARSE SURFACE TEXTURE.
   c. STRAW SPREAD AND TRACKED INTO THE SURFACE. TRACK PERPENDICULAR TO THE DIRECTION OF FLOW.
   d. EROSION CONTROL BLANKETS – INCLUDING AN APPROVED GRASS SEED/FERTILIZER MIX IF AREA IS FINISH GRADED.
   e. OTHER METHODS AS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
6. ALL SLOPES 4:1 OR STEEPER SHALL BE CAT-TRACKED PERPENDICULAR TO THE DIRECTION OF FLOW PRIOR TO OCTOBER 1 – IN ADDITION TO ONE OF THE ACCEPTABLE EROSION CONTROL MEASURES SET FORTH IN NO. 5 ABOVE.
7. SEED MIXTURES SHALL INCLUDE FERTILIZERS OF THE TYPE AND RATE OF APPLICATION AS RECOMMENDED BY GENERALLY ACCEPTED AREA PRACTICES.
8. PRIOR TO OCTOBER 1 CONTINUOUS EROSION CONTROL BLANKETS PLUS STRAW BALES AND/OR ROCK CHECK DAMS @ 100 FOOT INTERVALS SHALL BE INSTALLED IN ALL AREAS HAVING A POTENTIAL FOR CONCENTRATED WATER FLOW (I.E. SWALES AND DRAINAGE CHANNELS).
9. SEDIMENT PONDS INCLUDING CUTOFF / DIRECTIVE DITCHING, AS REQUIRED AND AS SHOWN ON THE PLANS SHALL BE IN PLACE AND OPERATIONAL PRIOR TO OCTOBER 1.

UPON COMPLETION OF CONSTRUCTION ACTIVITIES:

1. SILT FENCING SHALL REMAIN AFTER THE COMPLETION OF CONSTRUCTION UNTIL SUFFICIENT VEGETATION IS ESTABLISHED TO PREVENT EROSION AND MOBILIZATION OF SEDIMENT, AND UNTIL APPROVAL FOR REMOVAL IS OBTAINED FROM THE CITY ENGINEER.
2. PERIODIC MAINTENANCE OF EROSION CONTROL MEASURES IS REQUIRED UNTIL PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL AND SUFFICIENT VEGETATION IS ESTABLISHED. SUCH MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO: CLEANING OF CATCH BASINS AND STORM SEWER MANHOLES; MAINTAINING SILT FENCING AND STRAW BALE STRUCTURE; REMOVAL OF ACCUMULATED SOIL; AND STREET CLEANING. A TYPICAL SCHEDULE FOR SUCH MAINTENANCE WOULD BE AT LEAST ONCE PER MONTH AND AFTER ALL SIGNIFICANT STORM EVENTS.

UPON ESTABLISHMENT OF SUFFICIENT VEGETATION AND PERMANENT DRAINAGE FACILITIES OPERATION:

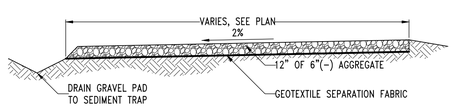
1. REMOVE ALL EROSION CONTROL MEASURES UPON RECEIPT OF APPROVAL FOR SUCH REMOVAL FROM CITY ENGINEER. CLEAR STREETS AND SIDEWALKS OF ACCUMULATED SILT, MUD, AND DEBRIS.
2. CONTINUED EROSION CONTROL IS THE PROPERTY OWNER'S RESPONSIBILITY AFTER EROSION CONTROL MEASURES ARE REMOVED, AND RECEIPT OF APPROVAL FROM THE CITY ENGINEER.



SILT FENCE NOTES:
1. ATTACH WIRE MESH TO POSTS WITH APPROVED METAL DEVICES.
2. ATTACH GEOTEXTILE FABRIC TO THE UP-SLOPE SIDE OF THE POSTS AND WIRE MESH TOP AND BOTTOM WITH APPROVED METAL FASTENERS @ 24" O.C. MAXIMUM SPACING.
3. GEOTEXTILE FABRIC TOP EDGE SHALL BE 26" MINIMUM ABOVE GROUND.
4. OVERLAP VERTICAL SILT FENCE SPLICES 8' MINIMUM (POST TO POST). SEE ELEVATION, ABOVE. AVOID SUMPS AND OTHER LOW POINTS.

SILT FENCING DETAIL

NTS (3 / C3)



GRAVEL TRACKING PAD

NTS (1 / C3)

Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

PRELIMINARY NOT FOR CONSTRUCTION

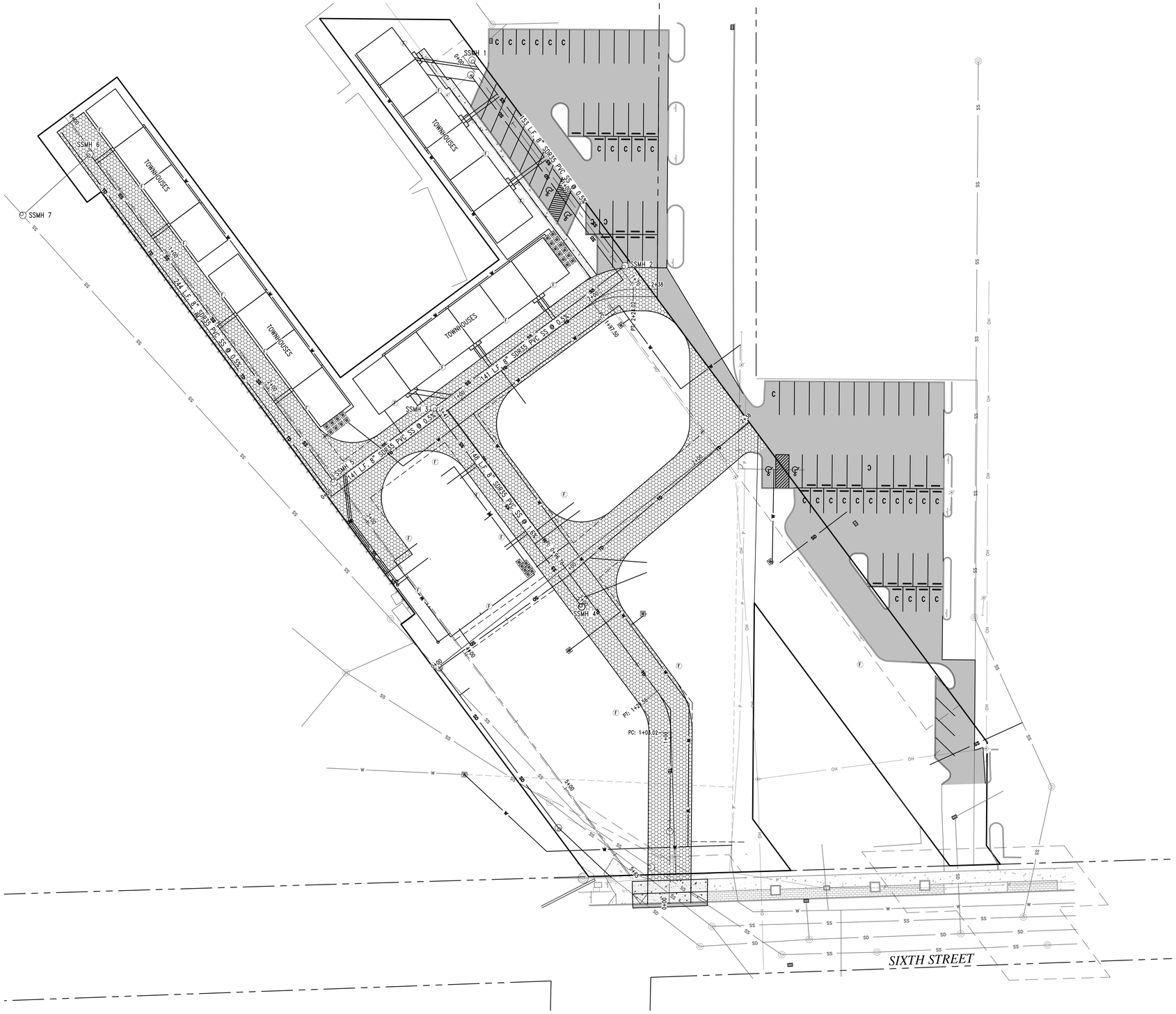
GATEWAY ON SIXTH
EROSION CONTROL AND GRADING PLAN
RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	4271 GRADING.dwg
Tab:	GRADING
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	4271-02-20
Date:	5/4/2020

C3

Received 6-26-20

F:\4271-Gateway-Opp\4271-Local\GRADING.dwg 5/14/2020 1:55 PM



Know what's below.
Call before you dig.

LEGEND

- MANHOLE
- CATCH BASIN
- CLEAN OUT
- FIRE HYDRANT
- WATER METER
- FRANCHISE UTILITY PEDESTAL
- UTILITY POLE
- LIGHT POLE
- PROPERTY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- ALIGNMENT CENTERLINE
- EASEMENT LINE
- W — WATER LINE
- IRR — IRRIGATION LINE
- FW — FIRE PROTECTION WATER LINE
- SS — SANITARY SEWER LINE
- SD — STORM DRAIN LINE
- TD — TRENCH DRAIN
- FRU — GAS, POWER, TELECOMMUNICATIONS – 1' SEPARATION BETWEEN SERVICES, 30" BELOW GRADE, 6" SAND BED
- G — EXISTING GAS LINE
- STANDING CURB (TYPE A)
- ASPHALT PAVING
- CONCRETE PAVING
- PERMEABLE PAVEMENT SYSTEM

SCALE: 1"=30'

SANITARY SEWER MANHOLES

ID	LID	INVERT
SSMH 1	2563.42	2558.42
SSMH 2	2564.79	2557.59
SSMH 3	2563.72	2556.82
SSMH 4	2564.26	2559.26
SSMH 5	2562.48	2556.38
SSMH 6	2562.58	2555.08
SSMH 7	2562±	2554.4±

Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

PRELIMINARY NOT FOR CONSTRUCTION

GATEWAY ON SIXTH
UTILITY LAYOUT PLAN
RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	4271 UTILITY.dwg
Tab:	UTILITY
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	4271-02-20
Date:	6/5/2020

C4

F:\4271-Gateway-Opp\4271-4ed\UTILITY.dwg 6/5/2020 9:55 AM

Received 6-26-20

LUP2020-0009

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

For City Use Only			
	Date Received		
Dept	Fee Type	Fees	Paid
CD	Preliminary or Major Amendment	$565	
CD	Minor Amendment or Design Review	$220	
	Receipt Number		

APPLICATION FOR PRELIMINARY PLANNED UNIT DEVELOPMENT OR PUD AMENDMENT

APPLICANT:
Name: J & S HOLDING COMPANY, LLC Telephone: 208-640-9301
Complete Address: 11245 N. EASTSHORE DRIVE, HAYDEN, ID 83835
E-Mail: jafstephens@earthlink.net Fax: _____

OWNER: (if other than applicant)
Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

PROPERTY:
1. Proposed PUD Name: UNIVERSITY GATEWAY ON SIXTH
2. Address or Parcel Number: _____
3. Legal Description: _____ _____ _____
(Subdivision) (Block) (Lot)

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

PROJECT DESCRIPTION: Please describe the new (or revised) use, design and construction for the above-described property.
SEE ATTACHED EXHIBIT "A"

The proposed activities and use shall be shown on an attached site plan drawn to a standard engineer's or architect's scale. The site plan shall show, label and dimension all property lines and easements, existing and proposed buildings, parking lot and driveway(s), fencing and landscaping. A site topography map shall be provided when appropriate.

FOR MINOR AMENDMENTS/DESIGN REVIEW ONLY: SKIP TO SIGNATURE LINES ON PAGE 3

Received 6-26-20

AUTHORIZATION:

1. Section _____ of the Moscow Zoning Ordinance authorizes the proposed use through a Planned Unit Development application.

2. The Moscow Planning and Zoning Commission must make findings of compliance with the following six **relevant criteria and standards**. Please indicate in the spaces provided below the justifications you believe show compliance with each of the relevant criteria and standards:

   A. The proposed development is consistent with the Comprehensive Plan.

   THE DEVELOPMENT MEETS ALL THE CRITERIA SET FORTH IN THE PLAN. IT MEETS THE PRESENT AND FUTURE COMMUNITY NEEDS AND DESIRES THROUGH EFFICIENT AND ORDERLY DEVELOPMENT. IT WILL PROVIDE VARIOUS HOUSING TYPES ALONG WITH A RETAIL/COMMERCIAL COMPONENT.

   B. The proposed development is consistent with the intents and purposes of Chapter 7 of the City Zoning Code.

   THE DEVELOPMENT HAS BEEN PLANNED AND DESIGNED WITH THE AID AND DIRECTION OF BILL BELKNAP, MIKE RAY AND STAFF. WE ALL BELIEVE THAT WE HAVE MET ALL THE INTENTS AND PURPOSES STATED IN CHAPTER 7.

   C. The proposed development is compatible with the character and uses in the surrounding area.

   YES, THE PROJECT IS COMPATIBLE WITH BOTH THE CHARACTER AND ARCHITECTURE OF THE UNIVERSITY AND THE DOWNTOWN. THE USES ARE COMPLIMENTARY AND WILL SIGNIFICANTLY ENHANCE AND UPGRADE THE NEIGHBORHOOD.

   D. Public Services and utilities are available or can be made available and are adequate to accommodate the proposed development.

   YES, THE UTILITIES ARE READILY AVAILABLE AND ARE ADEQUATE TO ACCOMMODATE THE PROPOSED DEVELOPMENT. WATER, SEWER, ELECTRICAL POWER AND GAS ARE ALL ADJACENT TO OR ON THE SITE.

   E. The proposed development will not endanger the public health or safety.

   THE PROPOSED DEVELOPMENT SHOULD ENHANCE AND PROVIDE BETTER PUBLIC HEALTH AND SAFETY BECAUSE OF ITS DESIGN, CONDITIONS, COVENANTS AND RESTRICTIONS.

   F. The residential densities, proposed land uses, and design proposed with the development promote the innovative, efficient, economic, and attractive development of the subject property.

   THE RESIDENTIAL DENSITIES ARE ACCORDING TO THE R4 AND CENTRAL BUSINESS ZONING CODES. THE DEVELOPMENT IS INNOVATIVE SINCE IT WILL OFFER MULTI-GENERATIONAL HOUSING AS WELL AS THE OPPORTUNITY FOR FEE SIMPLE OWNERSHIP OF TOWNHOUSES CLOSE TO THE UNIVERSITY AND DOWNTOWN CORE.

Received 6-26-20

CONDITIONS OF APPROVAL:

The Commission may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

Compliance:

1) Should the preliminary PUD be approved, a final PUD review before the original decision making body is required to determine whether the proposed development conforms to the intent and conditions of the preliminary PUD approval.
2) Approval of a preliminary PUD proposal shall expire automatically eighteen (18) months after the date of approval unless final PUD approval has been obtained prior to such time.
3) Where final PUD plans approved by the decision making body are subsequently modified following such approval, such plan modifications must be submitted to the Community Development Department to be reviewed for substantial conformance with the approved plans. If plan modifications are not in substantial conformance, the plans may need to go through a minor or major amendment process as detailed in Section 4-7-13 of Moscow City Code.

Revocations:

1) If building permits pertaining to an approved PUD, consistent with any proposed phasing, are not obtained within eighteen (18) months of the final PUD approval, such final PUD approval shall be immediately revoked and shall be automatically null and void.
2) The applicant may request a one (1) time extension of a final PUD approval not to exceed one (1) year. Such request shall be in writing and shall be approved by the applicable decision making body prior to expiration of the original PUD approval or such approval shall not be granted.

SUBMITTAL:

This application must be completed and submitted with the below-described items to the Moscow Community Development Department before the application will be scheduled for a public hearing:

- Completed application.
- Payment of application fees.
- Site Plan, drawn to scale (1 full size electronic copy; 2 11" x 17" hard copies)
- Floor Plans, drawn to scale (1 full size electronic copy; 2 11" x 17" hard copies)
- Elevation Drawings and/or Renderings, drawn to scale (1 full size electronic copy; 2 11" x 17" hard copies)

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

James L. Stephens — 4/23/2020
Applicant's Signature — Date

James L. Stephens — 4/23/2020
Property Owner's Signature — Date

Received 6-26-20

EXHIBIT "A"

UNIVERSITY GATEWAY ON SIXTH is a mixed-use development located at the entrance of the University of Idaho campus. It will serve as the new town landmark along the single most traveled pedestrian corridor between the University and Downtown Moscow, 6th Street. It will offer the 11,000 students, staff and faculty of the University of Idaho a lively and inviting gathering place to shop and dine with the 59,000 residents of the greater Moscow Pullman consumer trade area.

University Gateway on Sixth Village will offer:

- Fee simple brownstone ownership
- Ground floor, open air specialty retail space
- Second and third floor apartments overlooking the village plaza
- An Over-55 component (4 story tower) next to the university and downtown shopping, restaurants, etc., without ever having to cross a major intersection
- On-site surface parking dedicated to residential and commercial tenants
- A university and professional demographic which primarily works and lives within one to eight walkable blocks of the site
- A public transit stop across the street
- A location which intercepts the main pedestrian and auto travel between campus and the downtown Moscow shopping district

Why the University Gateway on Sixth development makes economic and civic sense:

- It creates a new sense of place and identity for the community in a previously unused infill piece of property.
- It is a fee simple housing opportunity that has not existed next to the university. It creates a neighborhood where people are invested in keeping it pristine. It becomes a neighborhood anchored by permanent residents versus a transitory, student population.
- It encourages a pedestrian/bicycle life style.
- It is a true mixed-use project using TND (Traditional Neighborhood Development) or "smart growth" principles.
- It increases the tax base/tax revenues.
- It provides goods and services at the University's doorstep.
- The architecture of University Gateway on Sixth will be compatible with the historic downtown styles (Italianate, Romanesque,

Received 6-26-20

Mission/Spanish Colonial Revival, Art Deco). It will integrate the quality and character of the downtown and the University of Idaho.

- The village is set back from the street and around a plaza, encouraging interaction between al fresco dining, retail, and the living quarters of residences.
- There will be a neighborhood association to foster a greater sense of community.
- University Gateway on Sixth helps to address the projected need of 110 housing units per year according to the Moscow Comprehensive Plan.

Received 6-26-20

LUP2020-0009

T 39 N, R 5 W, S 7

GATEWAY ON SIXTH

A subdivision to the City of Moscow, located in the S1/2 of the SE1/4, Section 7, T39N, R5W, Boise Meridian Latah County, Idaho

APPROVALS

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code.

Examined and approved by action of the Moscow Planning and Zoning Commision at a regular meeting with a puorum present this ____day of _____, 2020.

_____
Chairperson, Planning & Zoning Commision

Examined and approved by action of the City of Moscow City Council at a regular meeting with a quorom present this_____day of_____ 2020.

_____
Clerk

_____
Mayor, City of Moscow

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

_____
City Engineer, City of Moscow

Examined and approved by the Latah County Surveyor this _____day of_____ 2020.

_____
Latah County Surveyor

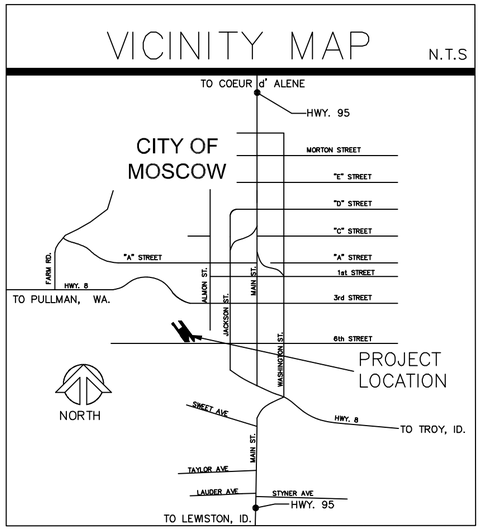
I hereby certify that taxes an assessments on property shown hereon have been paid for _____ and preceding years as of this ____day of _____, 2020.

_____
Latah County Treasurer

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

_____
North Central District Health Department, REHS Date

VICINITY MAP



LEGAL DESCRIPTION

A parcel of land located in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 7, from which the south quarter corner of said section bears S 87°45'17" W, 2673.50 feet; Thence S 87°45'17" W, 1070.11 feet along the south line of said section to the intersection with the northeasterly line of the former Railroad right of way; Thence N 36°38'03" W, 32.23 feet along said easterly line to the intersection with the north right of way line of Sixth Street, Thence along said north right of way line N 88°16'46" E, 45.73 feet, to the POINT OF BEGINNING;

Thence S 88°16'46" W, 30.49 feet to the easterly line of a parcel of land described in Quit Claim Deed Inst. No. 493001;
Thence along said east line N 36°38'03" W, 197.32 feet to the west line of Block 6 of Lieuallen's Third Addition;
Thence along said west line, S 00°27'03" W, 130.18 feet;
Thence S 36°38'03" E, 38.68 feet to the north right of way line of Sixth Street;
Thence along said right of way line S 88°16'46" W, 121.95 feet to the southwesterly line of the former railroad right of way;
Thence along said right of way, N 36°38'03" W, 189.46 feet to the southwest corner of a parcel described in Quit Claim Deed Inst. No. 495435;
Thence along the south line of said deed, N 53°21'57" E, 10.50 feet;
Thence along the east line of said deed, N 36°38'03" W, 316.91 feet;
Thence S 53°21'57" W, 10.50 feet to a point on the southwesterly Railroad right of way line;
Thence along said right of way line, N 36°38'03" W, 49.70 feet to the southwest corner of a parcel described in Quit Claim Deed Inst. No. 581486;
Thence leaving said right of way line, N 53°21'57" E, 59.44 feet along the south line of said deed;
Thence along the west line of said deed, S 36°38'03" E, 225.58 feet;
Thence along the south line of said deed, N 53°21'57" E, 119.06 feet;
Thence along the east line of said deed, N 36°38'03" W, 181.11 feet;
Thence S 89°29'56" E, 78.40 feet to the northeasterly line of the former Railroad right of way;
Thence continuing along said east right of way line S 36°38'03" E, 542.63 feet;
Thence leaving said right of way line S 00°27'03" W, 62.19 feet;
Thence S 36°38'03" E, 14.07 feet to the POINT OF BEGINNING;

Containing 2.49 acres more or less.

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS ____ DAY OF _____,_____
_____
RECORDER
_____
DEPUTY

OWNERS DEDICATION CERTIFICATE

Known all men by these presents: That I the undersigned, J & S Holding Company LLC, owner of the land and premises included in this plat have caused said land to be subdivided and platted as shown hereon as an addition to Latah County, Idaho, to be known as Gateway on Sixth. The undersigned also declares that this plat is in conformance with the City of Moscow Subdivision and Planned Unit Development Ordinances. The undersigned also dedicates the easements shown hereon as access for ingress and egress to the platted lots. The undersinged also declares that the individual lots described in the plat will be eligible to recieve water service from the City of Moscow Water System, a public utility subject to the regulation of the Idaho Public Utilities Commision and said water system has agreed in writing to serve all of the lots in the subdivision.

In witness of this declaration, I set my hand:

_____
Jim Stephens Date:
J & S Holding Company LLC, Owner

ACKNOWLEDGEMENT(S)

State of Idaho
County of Latah } Sworn statement

Before me, the undersigned Notary Public, personally appeared

_____

Known to me to be the person(s) who executed the forgoing owners certificate, a free and voluntary Act and Deed.

In witness thereof, this _____day of _____
20_____ . I set my hand and affix my seal.

_____
Notary Public in and for the State of Idaho

Residing at_____

My commission expires _____

SURVEYORS CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Idaho Code, Title 50, Chapter 13 and City of Moscow Subdivision Ordinance in February, 2020, at the request of J & S Holding Company LLC.

PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR
LICENSED
17534
STATE OF IDAHO
MICHAEL E. DAHLIN

_____
Michael E. Dahlin Idaho Professional Land Surveyor

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET 1 OF 3

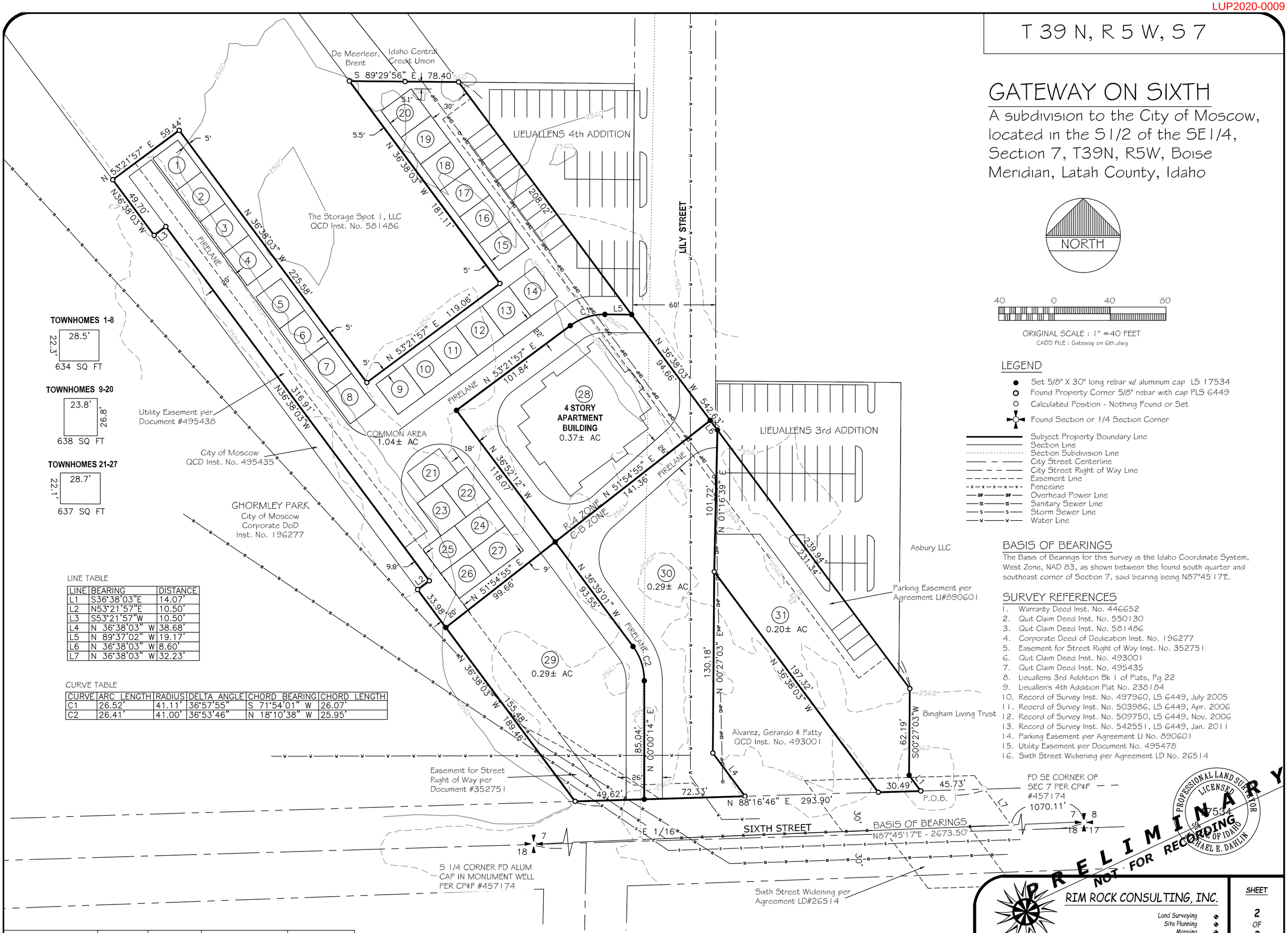
DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2020	ID	LATAH	GATEWAY ON 6TH	TLW

Received 6-26-20

T 39 N, R 5 W, S 7

GATEWAY ON SIXTH

A subdivision to the City of Moscow, located in the S1/2 of the SE1/4, Section 7, T39N, R5W, Boise Meridian, Latah County, Idaho



BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found south quarter and southeast corner of Section 7, said bearing being N87°45'17"E.

SURVEY REFERENCES

1. Warranty Deed Inst. No. 446652
2. Quit Claim Deed Inst. No. 550130
3. Quit Claim Deed Inst. No. 581486
4. Corporate Deed of Dedication Inst. No. 196277
5. Easement for Street Right of Way Inst. No. 352751
6. Quit Claim Deed Inst. No. 493001
7. Quit Claim Deed Inst. No. 495435
8. Lieuallens 3rd Addition Bk 1 of Plats, Pg 22
9. Lieuallen's 4th Addition Plat No. 238184
10. Record of Survey Inst. No. 497960, LS 6449, July 2005
11. Reocrd of Survey Inst. No. 503986, LS 6449, Apr. 2006
12. Record of Survey Inst. No. 509750, LS 6449, Nov. 2006
13. Record of Survey Inst. No. 542551, LS 6449, Jan. 2011
14. Parking Easement per Agreement LI No. 890601
15. Utility Easement per Document No. 495478
16. Sixth Street Widening per Agreement LD No. 26514

LINE TABLE

LINE	BEARING	DISTANCE
L1	S36°38'03"E	14.07'
L2	N53°21'57"E	10.50'
L3	S53°21'57"W	10.50'
L4	N 36°38'03" W	38.68'
L5	N 89°37'02" W	19.17'
L6	N 36°38'03" W	8.60'
L7	N 36°38'03" W	32.23'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.52'	41.11'	36°57'55"	S 71°54'01" W	26.07'
C2	26.41'	41.00'	36°53'46"	N 18°10'38" W	25.95'

DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2020	ID	LATAH	GATEWAY ON 6TH	TLW

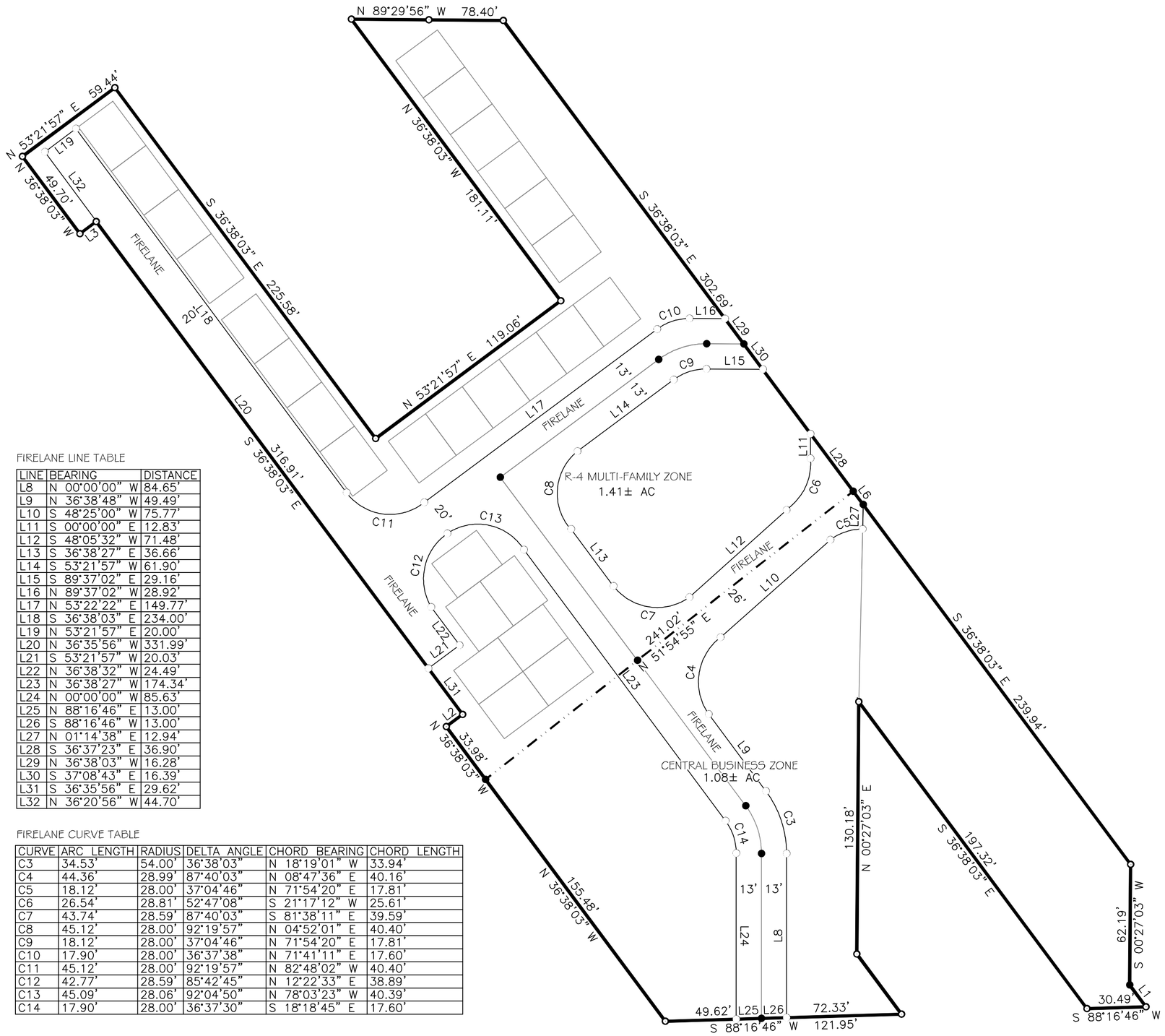
RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

Received 6-26-20

T 39 N, R 5 W, S 7

GATEWAY ON SIXTH

A subdivision to the City of Moscow, located in the S1/2 of the SE1/4, Section 7, T39N, R5W, Boise Meridian, Latah County, Idaho



GATEWAY ON SIXTH

NORTH

40 0 40 80

ORIGINAL SCALE : 1" = 40 FEET

CADD FILE : Gateway on 6th.dwg

LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- Found Property Corner 5/8" rebar with cap PLS 6449
- Calculated Position - Nothing Found or Set

- Subject Property Boundary Line
- Rezone Division Line
- Proposed Boundary Lines
- Proposed Firelane

FIRELANE LINE TABLE

LINE	BEARING	DISTANCE
L8	N 00°00'00" W	84.65'
L9	N 36°38'48" W	49.49'
L10	S 48°25'00" W	75.77'
L11	S 00°00'00" E	12.83'
L12	S 48°05'32" W	71.48'
L13	S 36°38'27" E	36.66'
L14	S 53°21'57" W	61.90'
L15	S 89°37'02" E	29.16'
L16	N 89°37'02" W	28.92'
L17	N 53°22'22" E	149.77'
L18	S 36°38'03" E	234.00'
L19	N 53°21'57" E	20.00'
L20	N 36°35'56" W	331.99'
L21	S 53°21'57" W	20.03'
L22	N 36°38'32" W	24.49'
L23	N 36°38'27" W	174.34'
L24	N 00°00'00" W	85.63'
L25	N 88°16'46" E	13.00'
L26	S 88°16'46" W	13.00'
L27	N 01°14'38" E	12.94'
L28	S 36°37'23" E	36.90'
L29	N 36°38'03" W	16.28'
L30	S 37°08'43" E	16.39'
L31	S 36°35'56" E	29.62'
L32	N 36°20'56" W	44.70'

FIRELANE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	34.53'	54.00'	36°38'03"	N 18°19'01" W	33.94'
C4	44.36'	28.99'	87°40'03"	N 08°47'36" E	40.16'
C5	18.12'	28.00'	37°04'46"	N 71°54'20" E	17.81'
C6	26.54'	28.81'	52°47'08"	S 21°17'12" W	25.61'
C7	43.74'	28.59'	87°40'03"	S 81°38'11" E	39.59'
C8	45.12'	28.00'	92°19'57"	N 04°52'01" E	40.40'
C9	18.12'	28.00'	37°04'46"	N 71°54'20" E	17.81'
C10	17.90'	28.00'	36°37'38"	N 71°41'11" E	17.60'
C11	45.12'	28.00'	92°19'57"	N 82°48'02" W	40.40'
C12	42.77'	28.59'	85°42'45"	N 12°22'33" E	38.89'
C13	45.09'	28.06'	92°04'50"	N 78°03'23" W	40.39'
C14	17.90'	28.00'	36°37'30"	S 18°18'45" E	17.60'

PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR LICENSED 17534 STATE OF IDAHO MICHAEL E. DAHLIN

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS ____ DAY OF _____,_____

_____
RECORDER

_____
DEPUTY

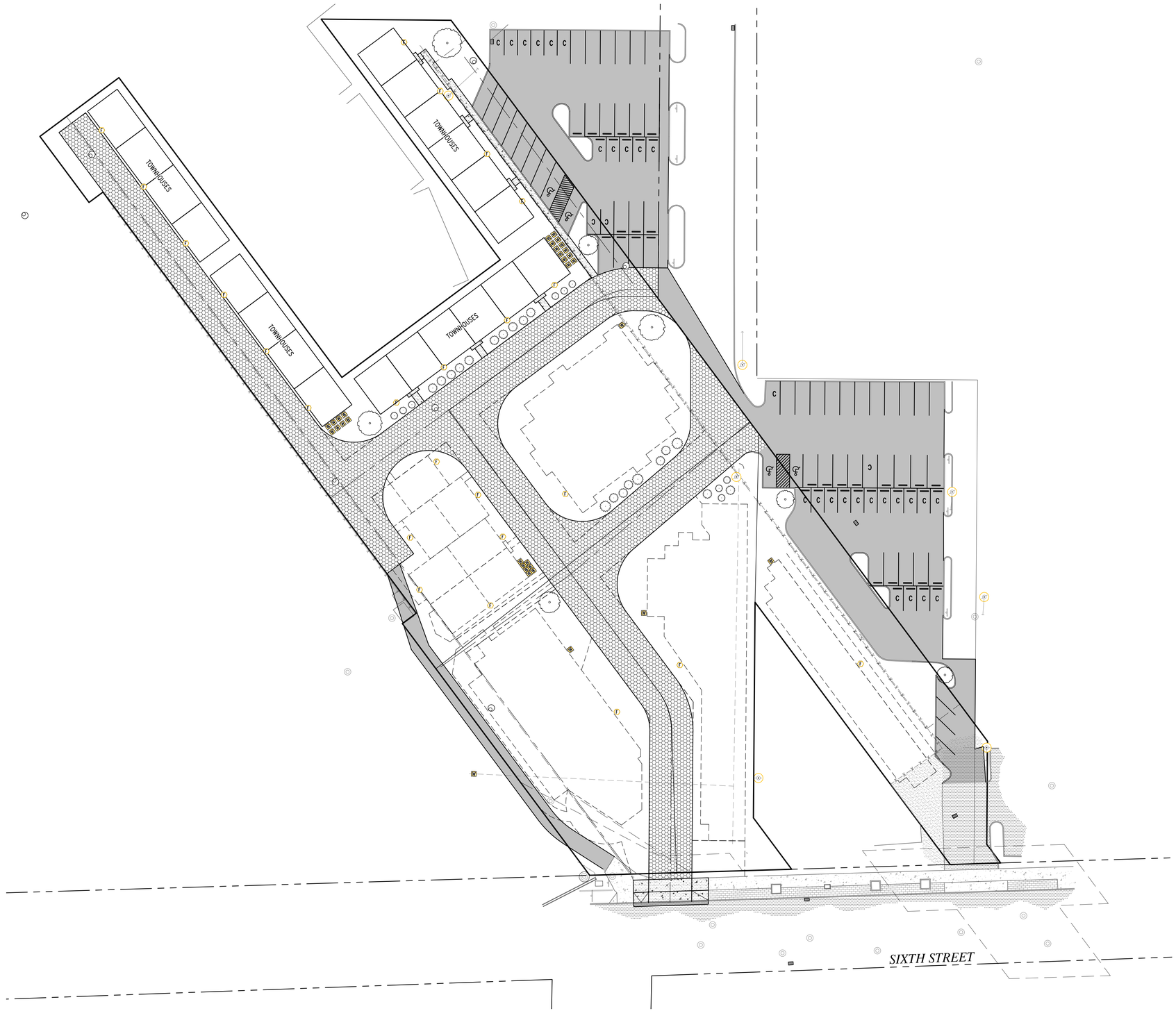
RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET 3 OF 3

DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2020	ID	LATAH	GATEWAY ON 6TH	TLW

Received 6-26-20

LUP2020-0009



Know what's below.
Call before you dig.

LEGEND

- MANHOLE
- CATCH BASIN
- FIRE HYDRANT
- WATER METER
- FRANCHISE UTILITY PEDESTAL
- UTILITY POLE
- LIGHT POLE
- PROPERTY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- ALIGNMENT CENTERLINE
- EASEMENT LINE
- PROPOSED TREE
- PROPOSED SHRUB
- STANDING CURB (TYPE A)
- ASPHALT PAVING
- CONCRETE PAVING
- PERMEABLE PAVEMENT SYSTEM

N

SCALE: 1"=30'

Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

PRELIMINARY
NOT FOR
CONSTRUCTION

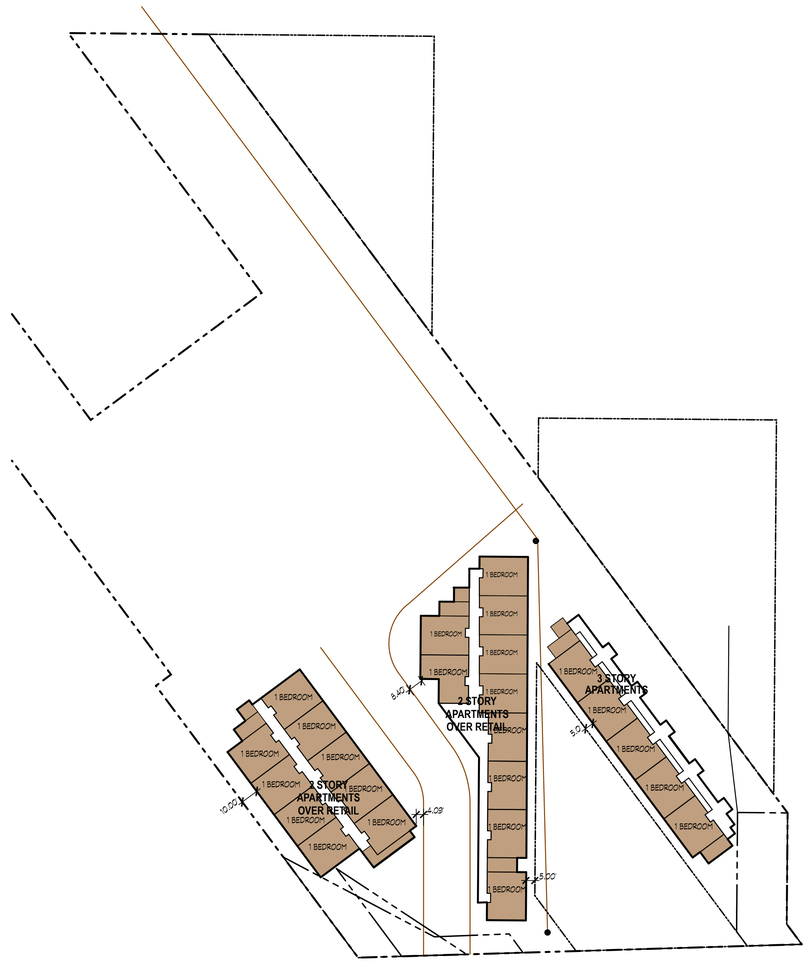
GATEWAY ON SIXTH
LANDSCAPE PLAN
RUSTY OLPS
SIXTH STREET
MOSCOW, IDAHO

Designed By:	SB
Drafted by:	SW/NN
Checked by:	
File Name:	4271 LANDSCAPE.dwg
Tab:	LANDSCAPE
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	4271-02-20
Date:	6/17/2020

L1

Received 6-26-20

F:\4271-Gateway-Dpl\4271-Ind\LANDSCAPE.dwg 6/17/2020 10:29 AM



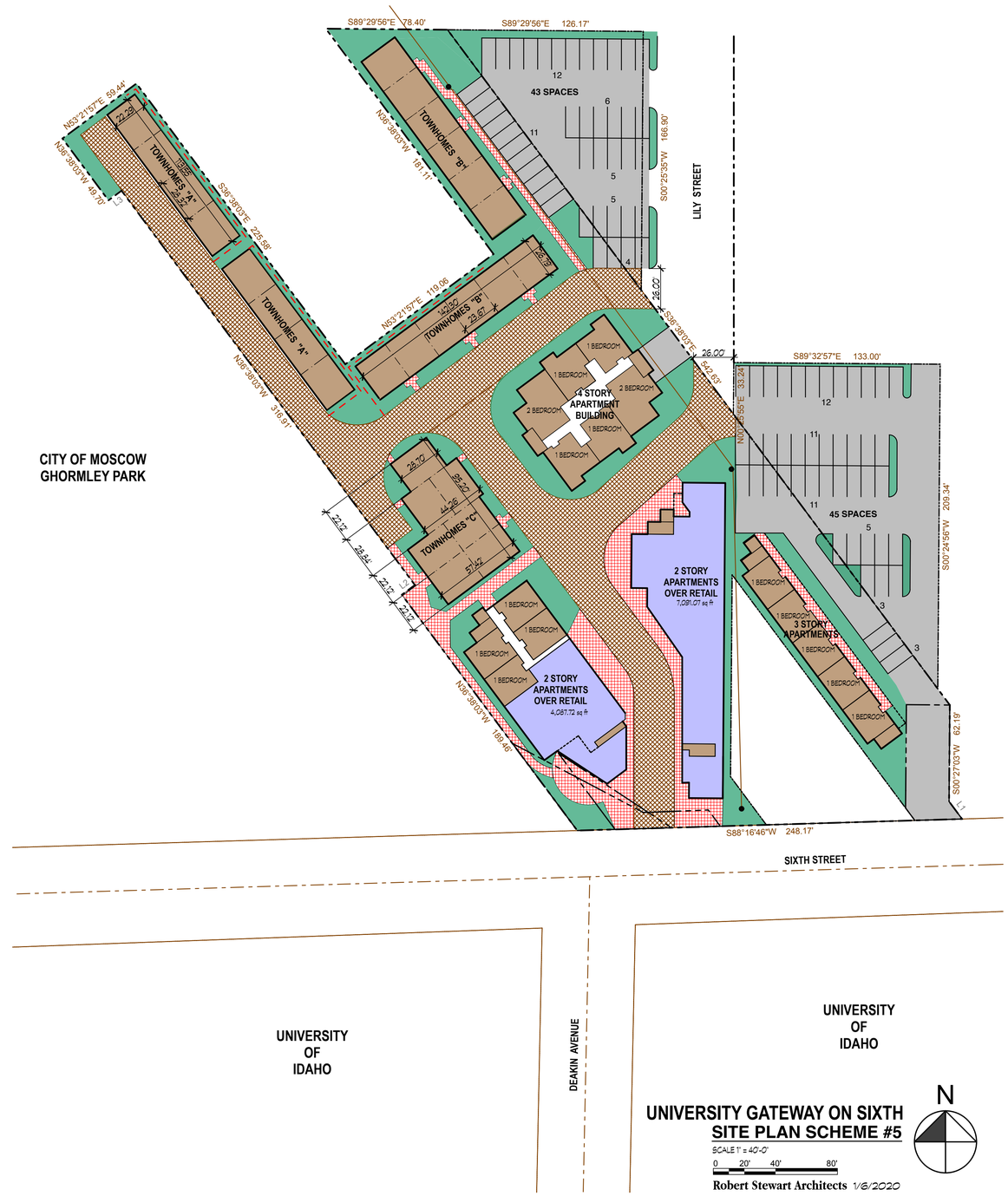
UNIVERSITY GATEWAY ON SIXTH
APARTMENT LEVEL SCHEME 5

SCALE 1" = 40'-0"

0 20' 40' 80'

Robert Stewart Architects 1/3/2020

N



UNIVERSITY GATEWAY ON SIXTH
SITE PLAN SCHEME #5

SCALE 1" = 40'-0"

0 20' 40' 80'

Robert Stewart Architects 1/6/2020

N

ROBERT STEWART ARCHITECT
238 W. Main Street, Suite 202
Tustin, CA 92780 (562) 595-0078

Date of Issue: 1/6/2020
Project Number: 1908
Consultant

Revisions		
No.	Date	Description

UNIVERSITY GATEWAY ON SIXTH
for J&S Holding Company LLC
Sixth Street
Moscow, Idaho

Seal

This Drawing is Issued for Review and Discussion. NOT FOR CONSTRUCTION

Drawing Title
PRELIMINARY SITE PLAN SCHEME 5
V3

A1

Number of

These drawings and the accompanying specifications as instruments of service, are the exclusive property of the Architect and that their use and publication shall be restricted to the original site for which they were prepared. Reuse, reproduction or publication by any method in whole or in part is prohibited except by written permission from the Architect. Title to these plans and specifications shall remain with the Architect without prejudice, and visual contact with them shall constitute prima fascia evidence of acceptance of these restrictions

4 Story Building - 2nd Level Plan (3rd & 4th Floor Similar)

SCALE: 1/4" = 1'-0"

Dated 06-17-20

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

6th Street
Moscow, Idaho

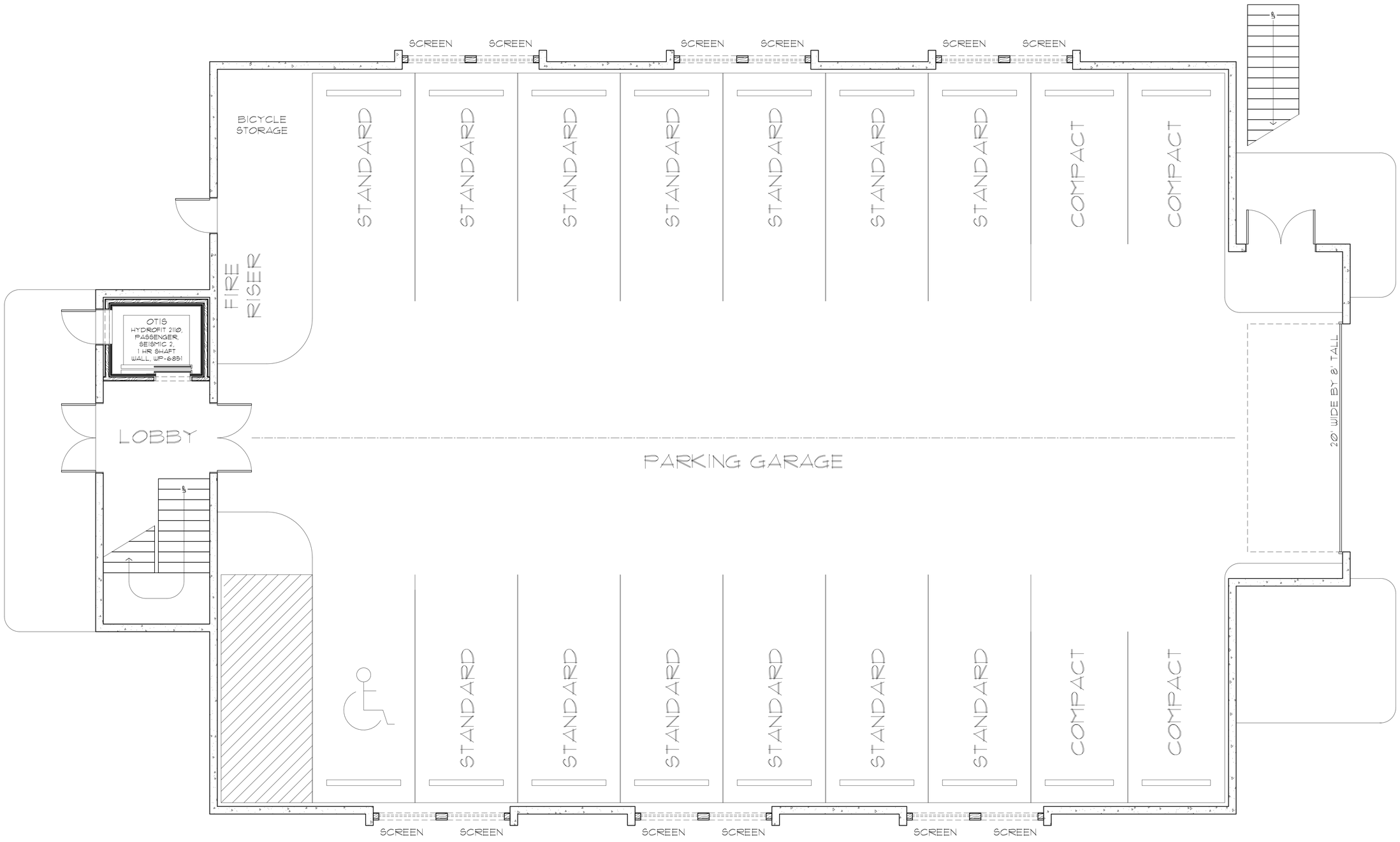
University Gateway on Sixth
for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-110410
Date: 06-25-20

Sheet Contents:

Received 6-26-20



4 Story Building - Garage Level Plan

SCALE: 1/4" = 1'-0"

Dated 06-17-20

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

6th Street
Moscow, Idaho

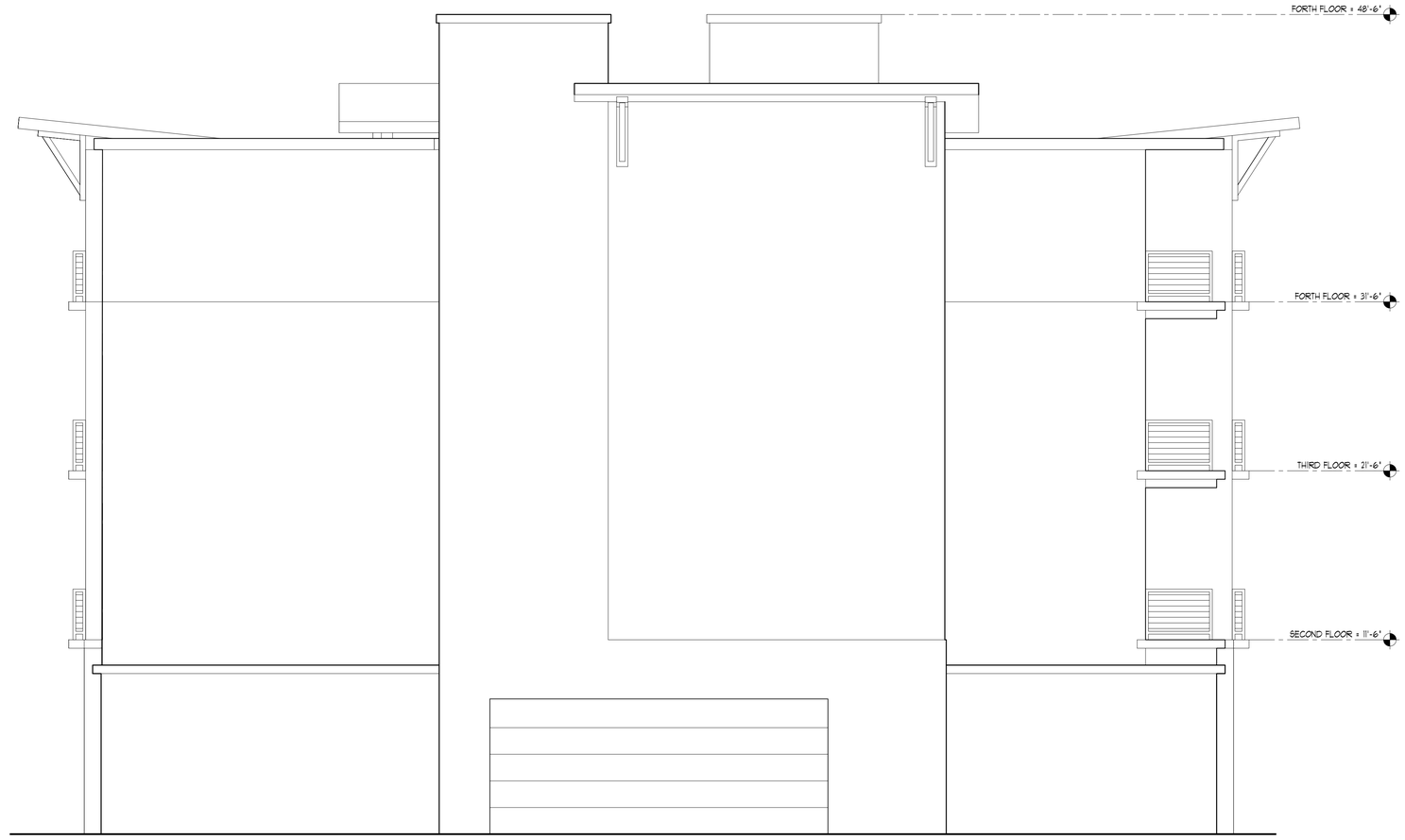
University Gateway on Sixth
for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10410
Date: 06-25-20

Sheet Contents:

Received 6-26-20



4 Story Building - Northeast Elevation

SCALE: 1/4" = 1'-0"

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL

6th Street
Moscow, Idaho

University Gateway on Sixth
for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10420
Date: 06-25-20

Sheet Contents:

Received 6-26-20

4 Story Building - Northwest Elevation

SCALE: 1/4" = 1'-0"

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

6th Street
Moscow, Idaho

University Gateway on Sixth
for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10410
Date: 06-25-20

Sheet Contents:

Received 6-26-20

4 Story Building - Southeast Elevation

SCALE: 1/4" = 1'-0"

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL

6th Street
Moscow, Idaho

University Gateway on Sixth
for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10410
Date: 06-25-20

Sheet Contents:

Received 6-26-20

LUP2020-0009

4 Story Building - Southwest Elevation

SCALE: 1/4" = 1'-0"

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

6th Street
Moscow, Idaho

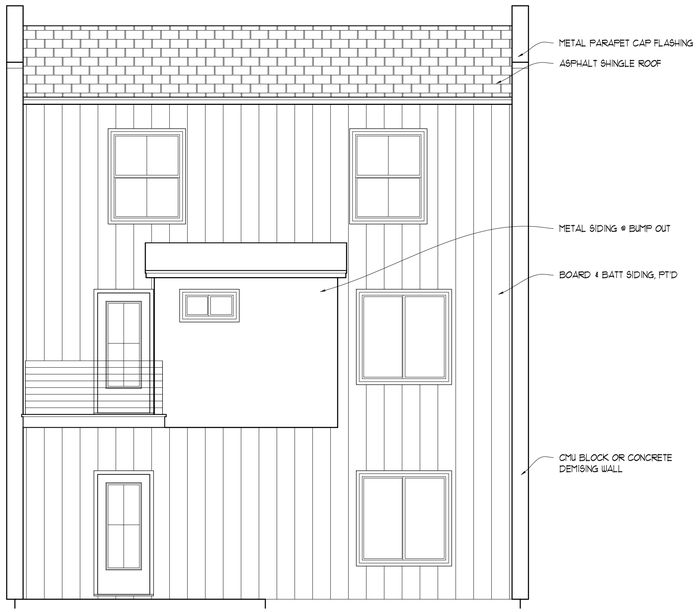
University Gateway on Sixth
for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10410
Date: 06-25-20

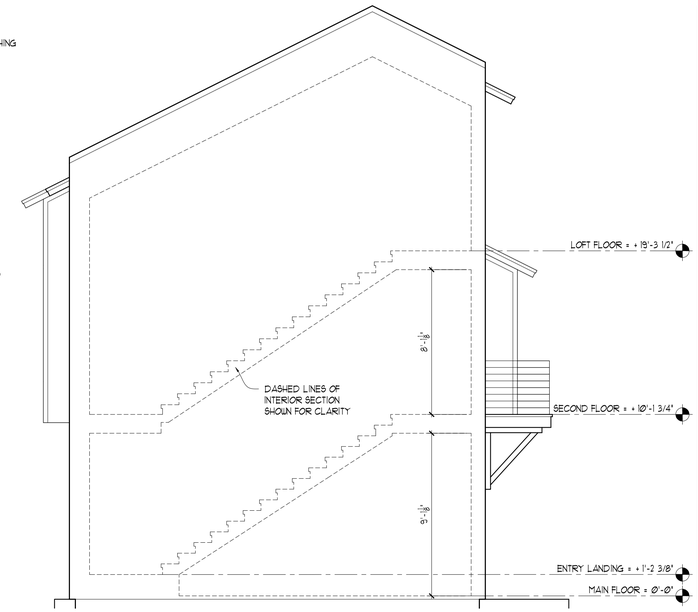
Sheet Contents:

Received 6-26-20



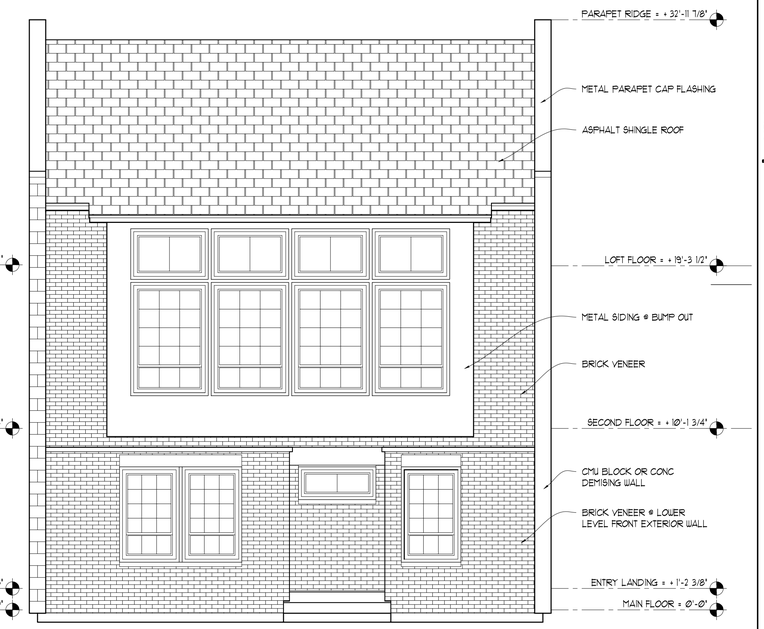
Rear Elevation

SCALE: 1/4" = 1'-0"



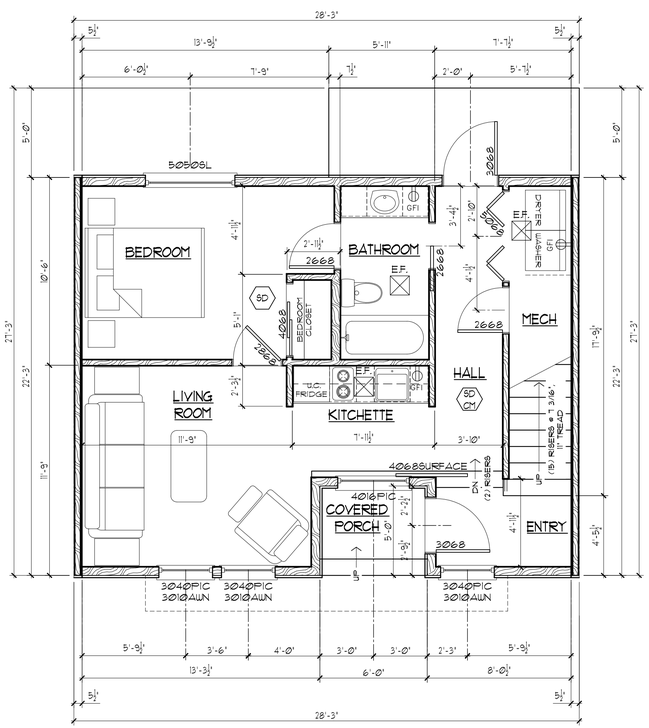
Side Elevation/Section

SCALE: 1/4" = 1'-0"



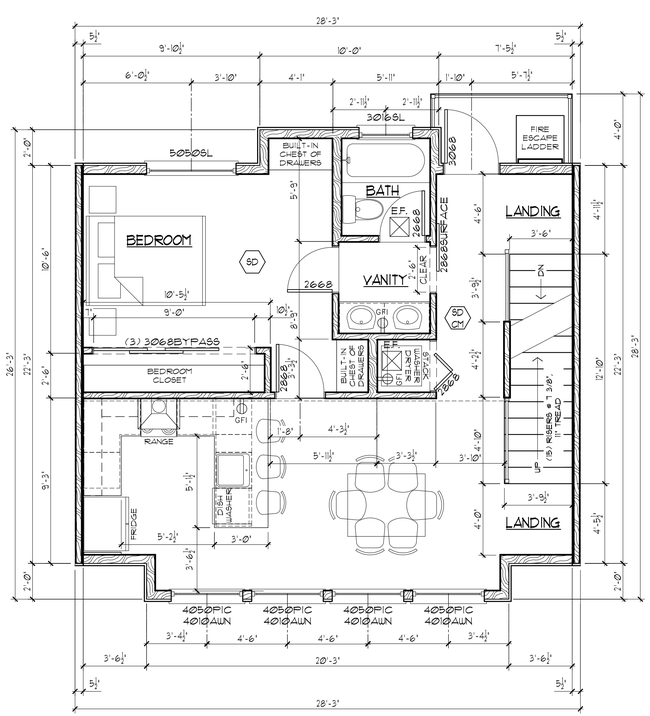
Front Elevation

SCALE: 1/4" = 1'-0"



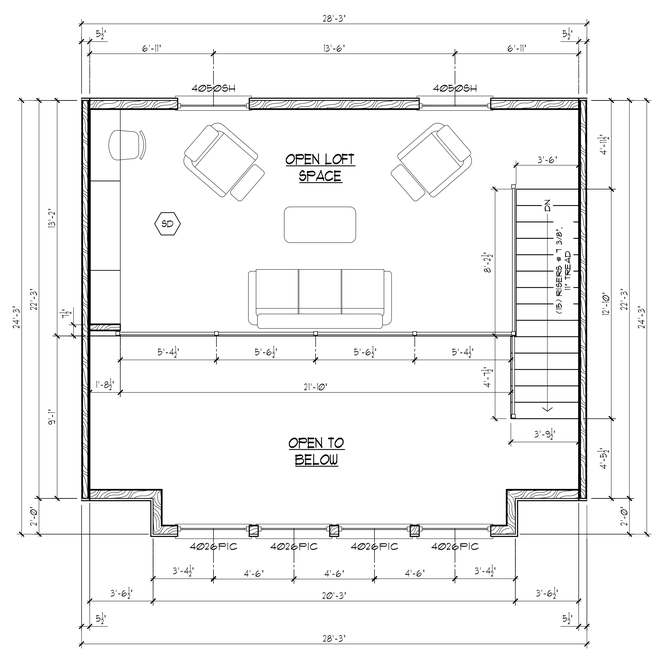
TH-A Ground Level Plan

SCALE: 1/4" = 1'-0"



TH-A 2nd Level Plan

SCALE: 1/4" = 1'-0"



TH-A 3rd Level Plan

SCALE: 1/4" = 1'-0"

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

6th Street
Moscow, Idaho

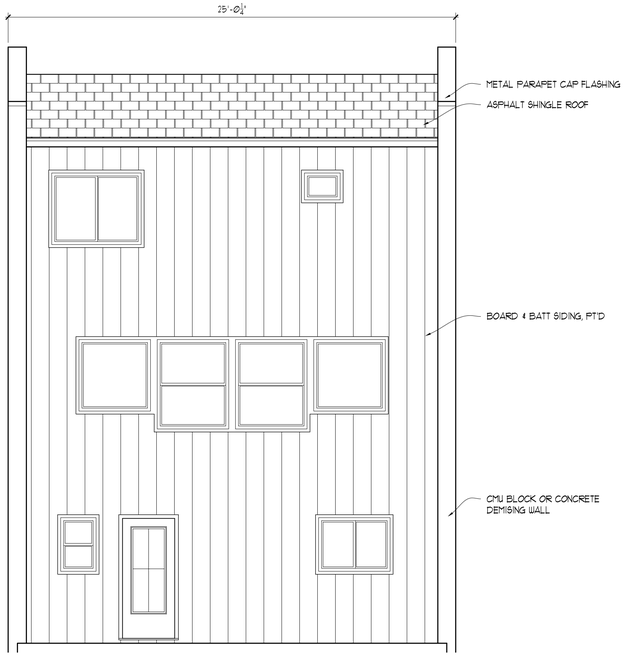
University Gateway on Sixth for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10420
Date: 06-25-20

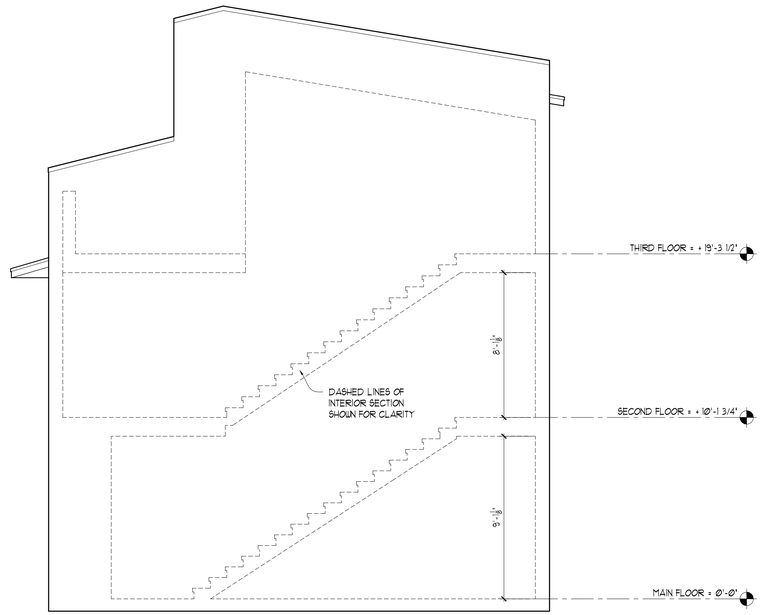
Sheet Contents:

Received 6-26-20



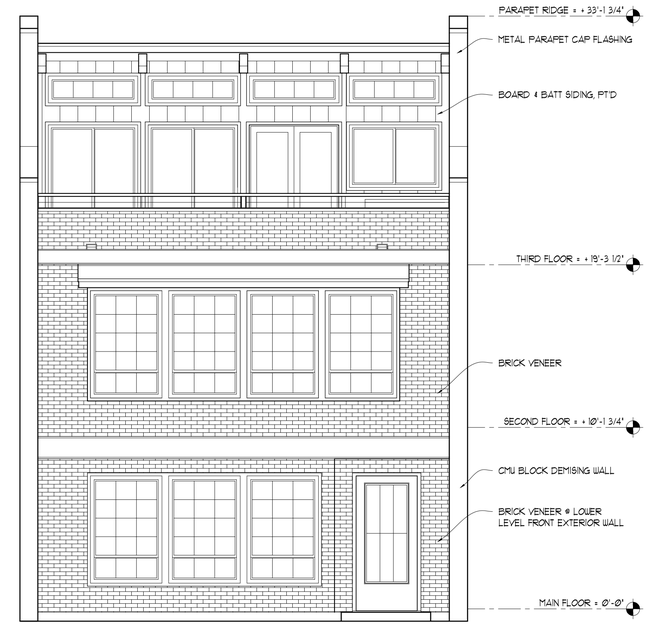
Rear Elevation

SCALE: 1/4" = 1'-0"



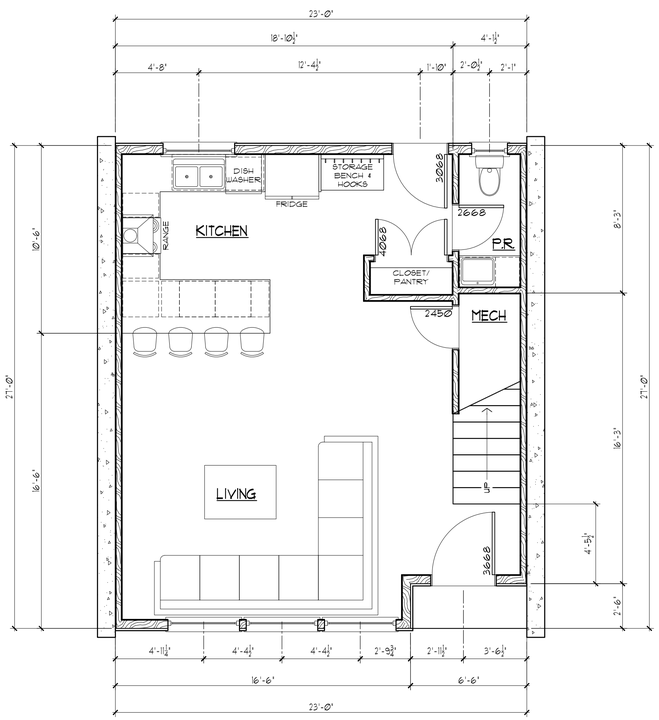
Side Elevation/Section

SCALE: 1/4" = 1'-0"



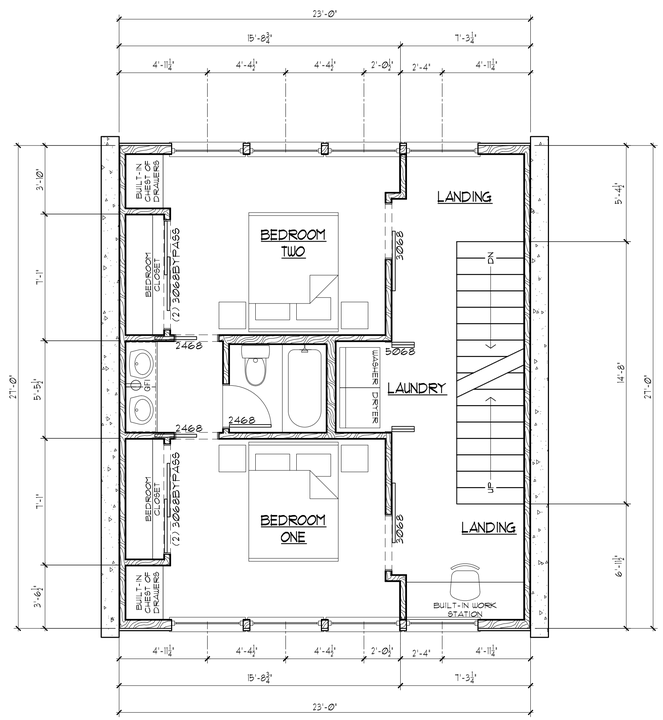
Front Elevation

SCALE: 1/4" = 1'-0"



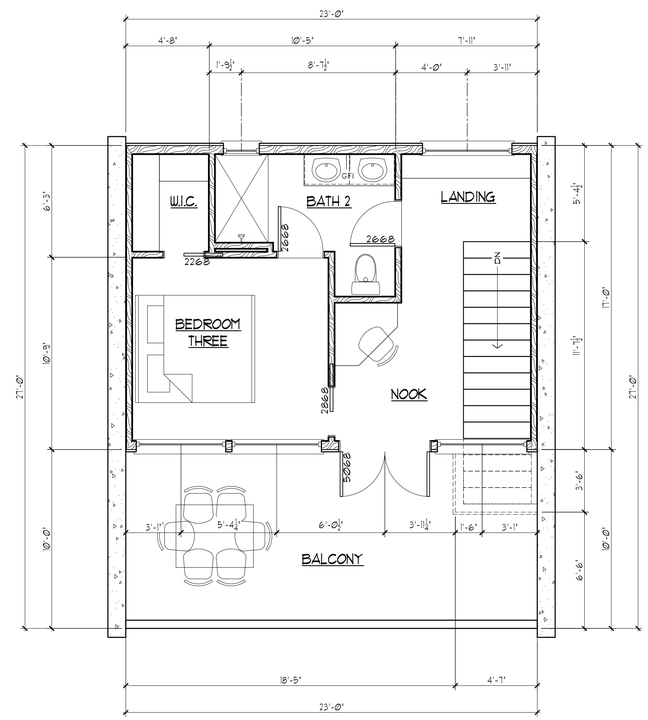
TH-B Ground Level Plan

SCALE: 1/4" = 1'-0"



TH-B 2nd Level Plan

SCALE: 1/4" = 1'-0"



TH-B 3rd Level Plan

SCALE: 1/4" = 1'-0"

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

6th Street
Moscow, Idaho

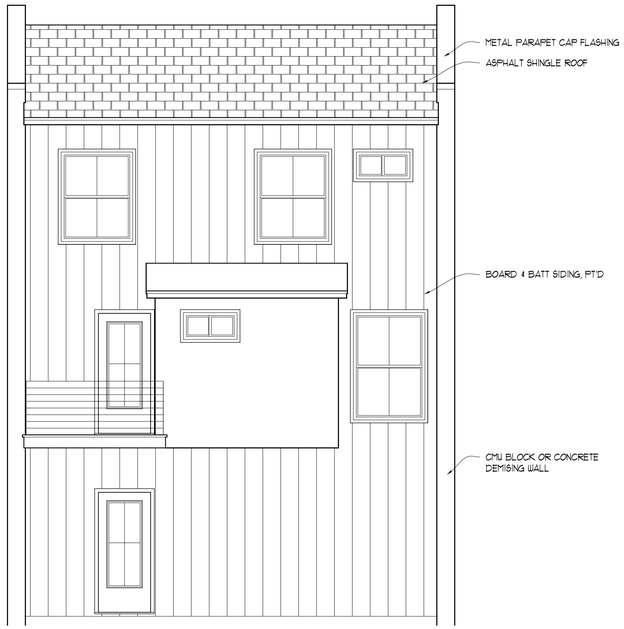
University Gateway on Sixth for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10410
Date: 06-25-20

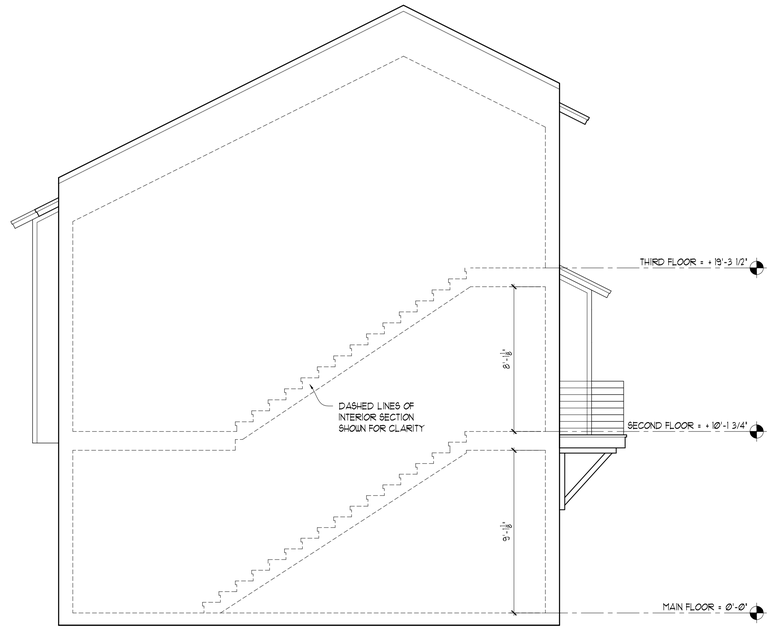
Sheet Contents:

Received 6-26-20



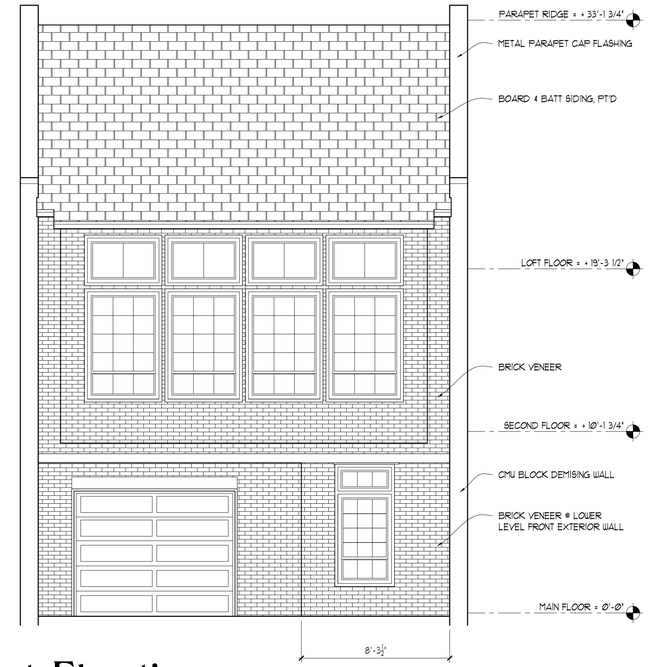
Rear Elevation

SCALE: 1/4" = 1'-0"



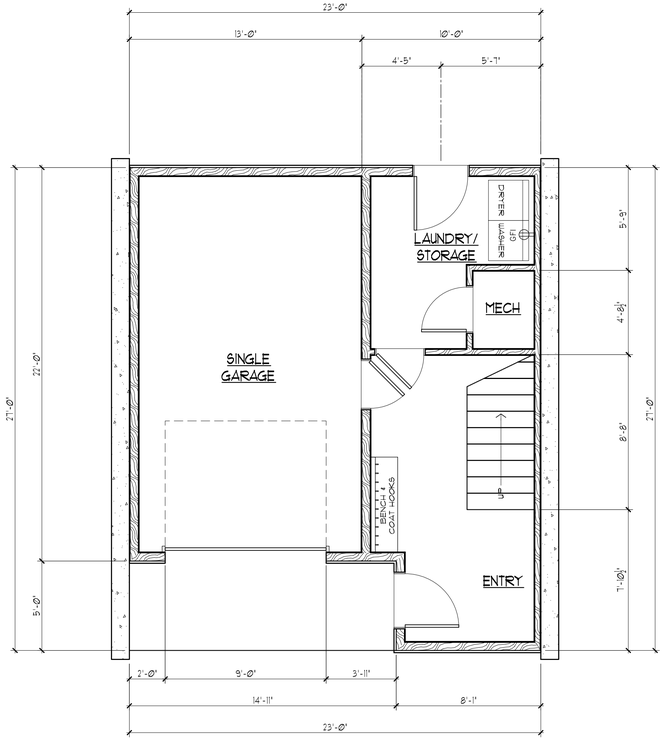
Side Elevation/Section

SCALE: 1/4" = 1'-0"



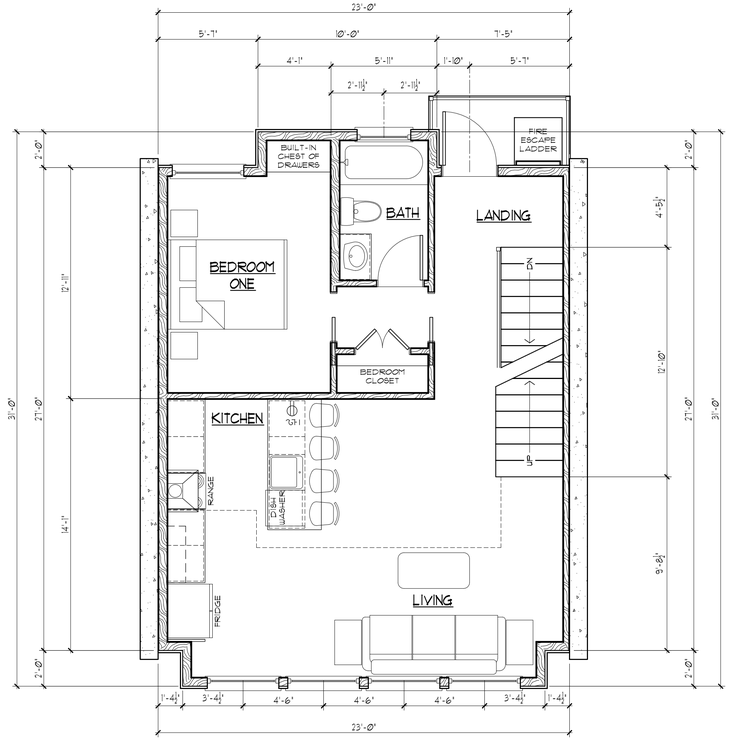
Front Elevation

SCALE: 1/4" = 1'-0"



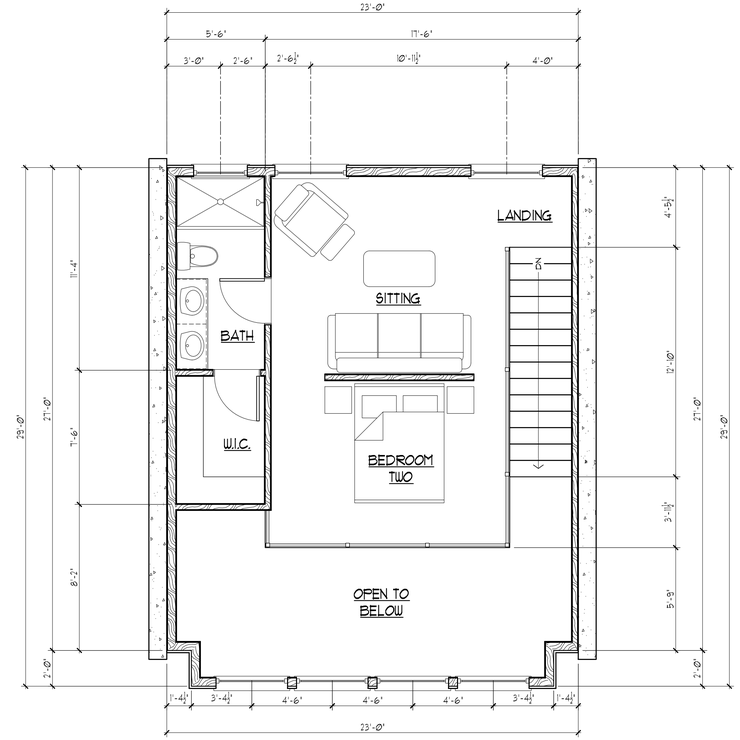
TH-C Ground Level Plan

SCALE: 1/4" = 1'-0" Dated 06-25-20



TH-C 2nd Level Plan

SCALE: 1/4" = 1'-0" Dated 06-25-20



TH-C 3rd Level Plan

SCALE: 1/4" = 1'-0" Dated 06-25-20

THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

6th Street
Moscow, Idaho

University Gateway on Sixth for JSHolding & Rusty Olps

john m paul
Design Consultant
208.596.6066

Job Number: 00-10420
Date: 06-25-20

Sheet Contents:

Received 6-26-20

LUP2020-0009

Received 6-26-20

Received 6-26-20

LUP2020-0009

Received 6-26-20

LUP2020-0009

Received 6-26-20

LUP2020-0009

Received 6-26-20

LUP2020-0009

Received 6-26-20

LUP2020-0009

Received 6-26-20

LUP2020-0009
Received 6-26-20

LUP2020-0009

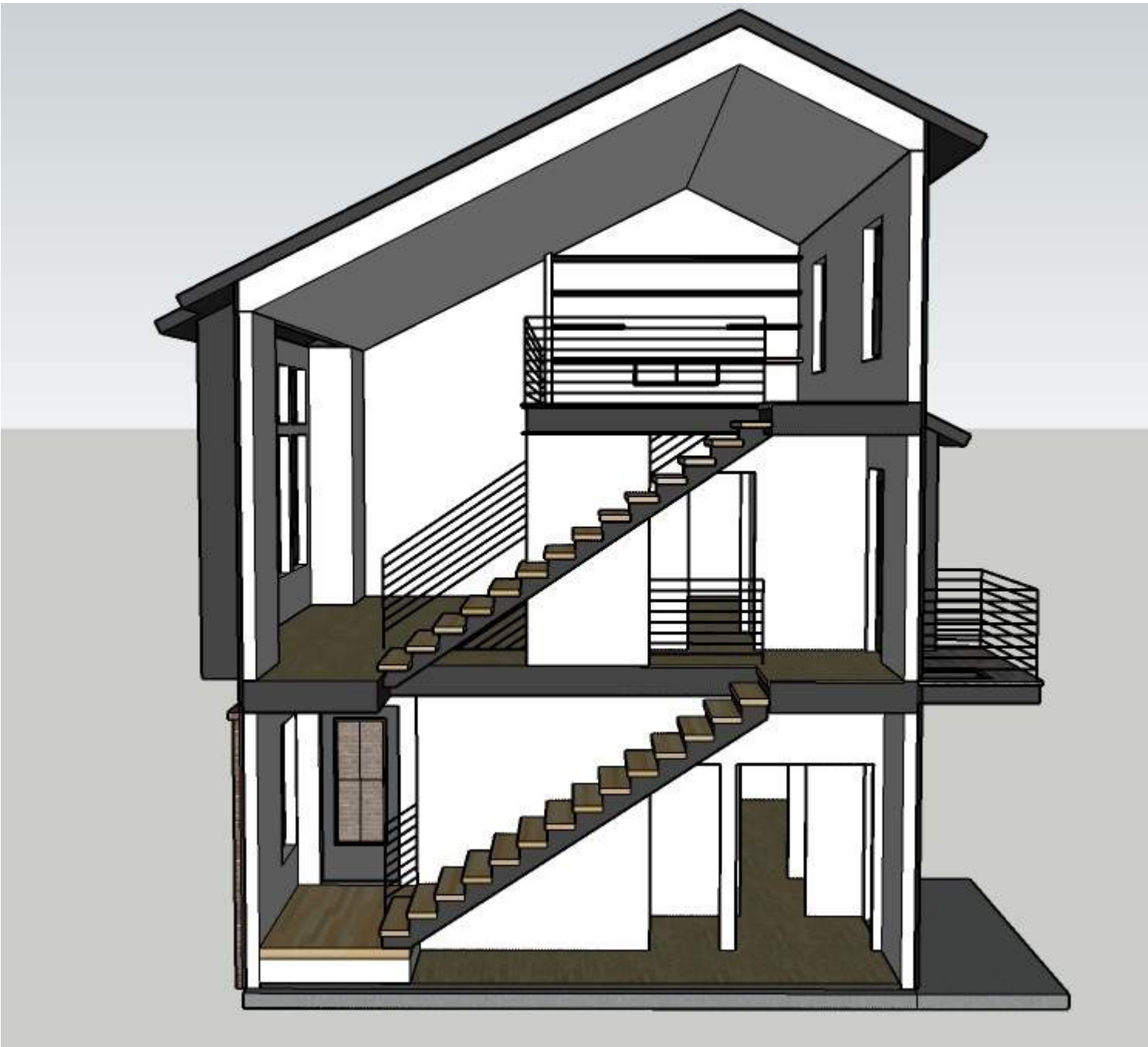
Received 6-26-20

LUP2020-0009

Received 6-26-20

LUP2020-0009

Received 6-26-20



Received 6-26-20

LUP2020-0009

Neighborhood Meeting

TO: Neighbors and Interested Community Members

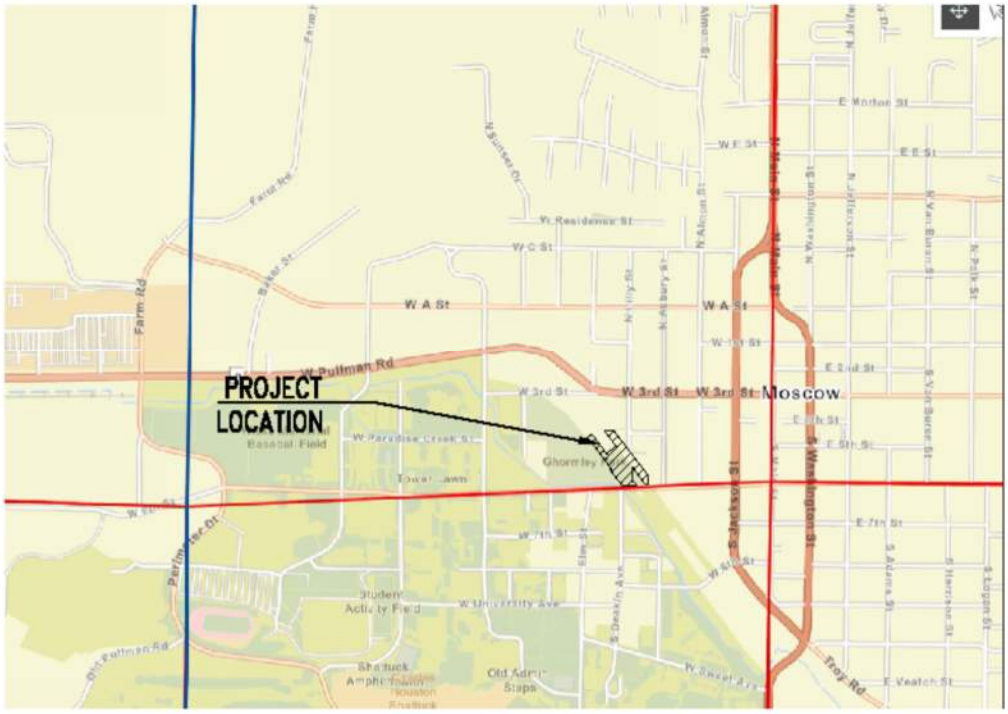
RE: Gateway on Sixth

WHEN: Tuesday, April 14, 2020 at 5:30pm

WHERE: Hodge & Associates Office located at 405 S. Washington St, Moscow

WHAT: You are invited to a neighborhood meeting regarding a proposed planned unit development subdivision and rezone located at West Sixth Street East adjacent to Ghormley Park. A brief presentation by the project team will be followed by questions and comments from the audience. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through April 14th. All questions and comments will be recorded and submitted to the City as part of the subdivision and rezone request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Vicinity Map

Sincerely,

Scott Becker
Project Manager
Hodge and Associates, Inc.

Received 6-26-20

Hodge & Associates, Inc.

Meeting Minutes

Tuesday April 14, 2020, 5:30 PM

Present:	Scott Becker, Hodge & Associates
Project Name:	Gateway on Sixth Plat and Rezone
Meeting Type:	Neighborhood Meeting
Meeting Location:	Hodge & Associates Office, 405 S. Washington, Moscow, ID

Meeting Purpose

Presentation and discussion of the proposed Gateway on Sixth development and rezone

Meeting

The meeting was open to the neighbors. Most of the neighbors called prior to the date of the meeting. None of the neighbors were against the project. One business owner came to the meeting. Scott Becker opened the meeting with a brief presentation of the project including: Project and lot layout, Rezone and impacts to existing neighboring properties.

The owner of Patties Kitchen is concerned with continued access for Latah Sanitation to the restaurant's dumpster. The owner also questioned the location of the right of way. He believes the property monument was in the sidewalk prior to construction of the 6th Street project and back away from the sidewalk after the project.

Attached is a list of neighbors in attendance.

Meeting adjourned at 5:55 pm

Scott Becker

Received 6-26-20

Meeting Attendance Sheet

LUP2020-0009

Project Name: Gateway on Sixth

Project Number: 4271

Meeting Type: Neighborhood Meeting

Meeting Location: Hodge & Associates, Inc. 405 S. Washington Street Moscow ID

Meeting Time: April 14, 2020, 5:30 PM

Name	Mailing Address
GERARDO ALVAREZ	450 W - 6TH ST. MOSCOW ID

Received 6-26-20

LUP2020-0009

409 SOUTH JACKSON LLC
1004 DAIRY LANE
MOSCOW ID 83843

ALVAREZ, GERARDO
450 W 6TH ST
MOSCOW ID 83843

ANAC 327 ASBURY LLC
718 E 1ST ST
MOSCOW ID 83843

ARCHER PHOTOGRAPHY
320 W 3RD STREET
MOSCOW ID 83843

ASBURY LLC
510 1/2 S MAIN STREET
MOSCOW ID 83843

BANKS, FREDERIC N
617 S ELM ST
MOSCOW ID 83843

BINGHAM LIVING TRUST
PO BOX 3936
COEUR D'ALENE ID 83816

BRENNAN PROPERTIES LLC
PO BOX 9404
MOSCOW ID 83843

CHURCH, CATHOLIC
1501 S FEDERAL WAY
BOISE ID 83705

CLYDE & BOND ENTERPRISES
PO BOX 9769
MOSCOW ID 83843

COBB IRREVOCABLE TRUST
114 SPRING CREEK HILLS RD
LIVINGSTON MT 59047

COLVIN, EDWARD DEAN
920 E 8TH ST
MOSCOW ID 83843

CRITES SEED INC
PO BOX 8912
MOSCOW ID 83843

CUMMINGS APTS, II LLC
1240 LUNDQUIST LN
MOSCOW ID 83843

CYW PNW PROPERTIES LLC
PO BOX 9780
MOSCOW ID 83843

DAVIS, ROBERT R
1436 PINE CONE RD APT 1
MOSCOW ID 83843

DE MEERLEER FAMILY
PO BOX 9602
MOSCOW ID 83843

DE MEERLEER, BRENT
605 W 3RD ST
MOSCOW ID 83843

DIXSON, RANDY
4833 S LUCILLE ST
SEATTLE WA 98118

EAGLE INVESTMENT GROUP
1041 LIBEY RD
VIOLA ID 83872

FIRST SECURITY BANK OF ID
PO BOX 2609
CARLSBAD CA 92018

HAPPY DAY CORPORATION
703 MAIN ST
LEWISTON ID 83501

HAYDEN ROSS PROP LLC
315 S ALMON ST
MOSCOW ID 83843

HEITSTUMAN, GERALD
317 S ASBURY ST
MOSCOW ID 83843

HELBLING, DANIEL E
3639 COUNTRY CLUB CT
LEWISTON ID 83501

HILL RENTAL PROPERTIES LLC
1218 S MAIN ST
MOSCOW ID 83843

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

IDAHO CENTRAL CREDIT UNION
4400 CENTRAL WAY
CHUBBUCK ID 83202

IDAHO HOSPITALITY INC
101 BAKER ST
MOSCOW ID 83843

J & S HOLDING COMPANY LLC
11245 N EASTSHORE DR
HAYDEN ID 83835

Received 6-26-20

LUP2020-0009

JABBOUR 226 W 6TH STREET
315 S ALMON ST
MOSCOW ID 83843

JERRY'S CROSSING LLC
931 HAROLD ST
MOSCOW ID 83843

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

KETHLER, MARGRETTA F
323 S LILLY ST
MOSCOW ID 83843

LAFAYETTE HOLDINGS LLC
2770 ARAPAHOE RD
STE 132-184
LAFAYETTE CO 80026

LUFT, LECIA MAY
522 N JEFFERSON ST APT 3
MOSCOW ID 83843

MC COY, OBA ARTHUR
4664 HWY 95
MOSCOW ID 83843

MC DONELL, CHARLES
5185 ROBINSON PARK RD
MOSCOW ID 83843

MC KINLEY ENTERPRISES LLC
278 RESERVOIR DR
LEWISTON ID 83501

MERRELL PROPERTIES I, LLC
1221 CRANE CRK RD
POTLATCH ID 83855

MESERTH LIVING TRUST
PO BOX 23
GARDEN VALLEY ID 83622

MILES, GRANT C
646 DAIRY RD
WEIPPE ID 83553

MOSCOW ONE LLC
214 N POLK ST
MOSCOW ID 83843

MOSCOW URBAN RENEWAL AGENCY
206 E 3RD ST
MOSCOW ID 83843

NETTLETON, CHAD J
23202 DUST DEVIL LN
MURPHY ID 83650

NONSTOP INVESTMENTS LLC
PO BOX 9887
MOSCOW ID 83843

N AMERICAN ISLAMIC TRUST
PO BOX 4025
MOSCOW ID 83843

OWEN, ANDREW F
PO BOX 9780
MOSCOW ID 83843

PATRICK LLC
2974 SHOSHONE TRAIL
LAFAYETTE CO 80026

PI SIGMA RHO
924 E A ST
MOSCOW ID 83843

PLAZA WEST LLC
PO BOX 8308
MOSCOW ID 83843

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

RED MOON LLC
1098 DAVIS RD
VIOLA ID 83872

RUTTAN, DAVID C
1938 PEARL ST SUITE 200
BOULDER CO 80302

SINGH, GURKIRPAL
409 W 3RD ST
MOSCOW ID 83843

SWANGER, LARRY
102 MOUNTAIN VIEW DR
TROY ID 83871

TEAM BG IDAHO, LLC
3407 SPRUCE WAY
PARK CITY UT 84098

THE STORAGE SPOT 1 LLC
605 W 3RD ST
MOSCOW ID 83843

THETA TAU HOUSE CORP OF
PO BOX 8504
BOISE ID 83707

UNION PACIFIC CORP
1400 DOUGLAS ST STOP 1640
OMAHA NE 68179

Received 6-26-20

UNIV CITY HOLDINGS 1
2960 N SUMMIT AVE
MILWAUKEE WI 53211

UNIV CITY HOLDINGS 6 LLC
214 N POLK ST
MOSCOW ID 83843

UNIVERSITY OF IDAHO
875 PERIMETER DR MS 3162
MOSCOW ID 83844-3162

WAITS, LISETTE
714 RIDGE RD
MOSCOW ID 83843

YOUNG, TSUNG JIEN
PO BOX 9898
MOSCOW ID 83843

ZABALA, ANNE
323 S ASBURY ST
MOSCOW ID 83843

ZETA DELTA TRUST COMPANY
35475 PHEASANT LOOP RD
LEWISTON ID 83501

Received 6-26-20

City of Moscow
Engineering Dept.

Memo

To: Michael Ray, Assistant CD Director

From: Todd Drage, Engineering Technician

CC: Bob Buvel, Staff Engineer

Date: 2020-07-14

Re: Department Review of Proposed University Gateway on Sixth PUD

Upon reviewing the preliminary application for the proposed University Gateway on Sixth planned unit development (PUD), the engineering department has the following comments:

1) The Utility Layout Plan (Sheet C4) shows the water meter for the 3 Story Apartment complex being fed from a dedicated fire hydrant line. The City of Moscow (City) requires that water meters and fire hydrant leads be fed from water mains. This water line tap design will need to be revised to come directly from a City water main.
2) From the plans submitted, easement extents do not appear to include the water mains at each structure or the lines leading up to each main. All water lines from water main to each meter, each water meter, and each fire hydrant are required to be within a City easement to allow access.
3) It is unclear from the material submitted if the storm drain system is intended to be public or private. To clarify City policy, for a PUD, storm drainage systems are private within PUD boundaries.
4) As the proposed development design progresses, the City will require the applicant to provide a stormwater runoff control design in compliance with Title 5, Section 15, City Code.
5) Because of the close proximity of the access road at the southwest end of the property to Deakin Street, it will be required to be limited to emergency vehicle and pedestrian access only.

This concludes our comments for this preliminary PUD application. Please let me know if you have any questions or comments.

Regards,

Todd Drage

City of Moscow
Parks and Recreation

Memo

To: Michael Ray, Planning Manager

From: Dwight Curtis, Parks & Recreation Director

Date: July 15, 2020

Re: Parkland Dedication Requirements for Gateway on Sixth PUD/Preliminary Plat

---

As part of the subdivision process, this proposed lot division falls under the requirements of the parkland dedication codes of the City.

- 2.49 acres
- Zoned CB & R-4: (9% parkland dedication requirement)
- Net developable property: 9,780 sf (0.037 acres), or at $13,500/acre = $3,032

The property owner is requesting a City/Property Owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street to the Ghormley Park parking lot, giving access to Third Street. The first phase would be from Sixth Street to the NW end of the project, utilizing a cost-share approach. The second phase would complete the connecting pathway to the Ghormley Park parking lot, at the City's expense. The property owner's investment into the first phase would far exceed the parkland dedication requirement of $3,032 and would satisfy all parkland dedication requirements.

The project proposal was reviewed by the Parks and Recreation Commission on June 25, 2020, and the Pathways Commission on July 14, 2020, and both supported the parkland dedication/plan proposal. Staff also supports the proposal.

As always, if you have any questions or need further information, please feel free to contact me at 208-883-7087 or email me at dcurtis@ci.moscow.id.us.

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT FOUR NINE (2.49) ACRE AREA OF LAND GENERALLY LOCATED NORTH OF THE INTERSECTION OF SIXTH STREET AND DEAKIN AVENUE, KNOWN AS GATEWAY ON SIXTH ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on June 26, 2020; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 22, 2020; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

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

2. The subject property is a two point four-nine (2.49) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue.

3. The subject property is currently vacant except for two parking lots and access drive on the northeastern portion of the site. Ghormley Park is located to the west of the subject property, self-storage units and Cedar Veterinary Clinic to the north, a multi-family residential neighborhood to the northeast, and Patty's Kitchen Restaurant and the University of Idaho to the south.

4. The subject property is relatively flat and Paradise Creek across Sixth Street and is flows through the property located to the southwest.

5. The subject property is currently designated as Urban Mixed (UM). UM designated areas,

   "are intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two- to three-story vertically mixed-use buildings. The urban mixed area should provide a pedestrian connection between the University of Idaho and downtown, and provide space for a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and

professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract."

6. The residential neighborhood to the east, the commercial corridor along Sixth Street, and Legacy crossing to the southeast are also within the UM designation. Ghormely Park to the west is designated as Parks and Open Space, the University of Idaho campus to the southwest is designated as University (U), and commercial properties to the north are designated as Auto-Urban Commercial (AU-C).

7. Sixth Street is currently designated by the Thoroughfare Plan as a collector street and Lilly Street is designated as a local neighborhood street.

8. The subject property is currently located within the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts and is proposed to be rezoned to a combination of Multiple Family Residential (R-4) and Central Business (CB).

9. According to the Zoning Code the R-4 Zoning District is,

   "Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."

10. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.

11. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.

12. According to the Zoning Code the purpose of the CB Zoning District,

    "is to provide a location for groups of compatible commercial uses having the common characteristic of not involving more than incidental and minimal assembly, fabrication or storage of commodities; for example, establishments dispensing retail commodities, and those providing professional and personal services to the individual. The CB Zoning District is the most intensive commercial Zoning District. To promote pedestrian use, unbroken, street-level, commercial frontage is encouraged in this Zoning District."

13. A wide range of commercial and residential uses are permitted within the CB Zoning District. There is no minimum lot size or width requirements for lots within the CB Zone.

14. As part of the proposed rezone, the City is expanding the rezone area to correct the zoning on three adjacent properties. Properties that contain apartment buildings at 402 and 410 S. Lilly Street have the University (U) Zone extend across them, likely because of the parking lots that were associated with the University of Idaho to the south. The proposal would be to rezone these two properties to the R-4 Zone which would me more appropriate. Also included is another small portion of the U Zone which extends upon the Cedar Veterinary Clinic property. The proposal would be to eliminate the U Zone and rezone the entire property to MB, which most of the property currently is already.

15. The proposed preliminary plat would create twenty-seven (27) townhouse parcels; one (1) Multi-Family Residential (R-4) parcel; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.

16. The minimum lot size for single-family, two-family, and multi-family dwellings parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet and 18 feet for townhouses. The CB Zone does not specify a minimum lot size or minimum lot width.

17. The applicant is concurrently proposing a Planned Unit Development (PUD) on the area which is proposed to be entirely located within the R-4 Zone, which includes the northern 1.41 acres of the main property and the two existing parking lots. The area of the two existing parking lots is 0.60 acres, which brings the total size of the area where the PUD is proposed to approximately 2 acres in size.

18. The applicant is requesting a PUD to allow for a reduction in the minimum lot size and setbacks for the townhouse lots, an increase in the maximum height permitted for the 4-story multi-family building, and to permit the townhouse lots to have frontage on internal courtyard which also serves as emergency services access instead of a public street right-of-way.

19. The proposed townhouse lots range from 634 to 638 square feet in size and range in width from 23.8 to 28.7 feet. The standard minimum lot size for townhouses in the R-4 Zone is 1,800 sf and 18 feet in width.

20. The three commercial lots that are located within the CB Zone are also included in the proposed preliminary plat. The area, which is adjacent to Sixth Street, is 1.08 acres in size and is proposed to be divided into three lots of 0.29, 0.29, and 0.20 acres in size. The primary vehicular access will be via the existing driveway directly to the east of Patty's Kitchen, which currently leads to the southernmost parking area and eventually connects to Lilly Street. There is a proposed emergency access drive that also serves as an internal courtyard that begins near the Sixth Street and Deakin Avenue intersection. The access from Sixth Street will be blocked with bollards and only pedestrians, bicyclists, and emergency vehicles are permitted on this portion of the internal courtyard.

21. A 6 in. water main currently exists on the east side of Lilly Street and an 8 in. water main extends horizontally across the southern portion of the subject property. A water main will be extended within the internal courtyard which will connect to meter banks to service the townhouses, apartment building, and commercial lots. Private water lines will be extended along the rear of the townhouses and connected to the water meter banks.

22. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. The Engineering Department has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

23. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

24. It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 4.21 million gallons of water per year (45 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 4.21 million gallons/year).

25. Sanitary sewer is proposed to be extended throughout the proposed development within the internal courtyard/emergency access drive corridors. An 8 in. PVC main will be extended through the development to eventually connect to a 24 in. main that extends in the northwesterly direction across Ghormley Park to the west.

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

27. Trench drains within the permeable pavement system that makes up the internal courtyard/emergency services access drive collect the storm sewer and eventually convey it to an existing 30 in. storm drain in the north side sidewalk in Sixth Street. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate.

28. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. This driveway provides access to the existing parking lot in the southeast corner and also provides a connection to Lilly Street and the alley between Lilly Street and Asbury Street.

29. As part of the proposed subdivision, there will be a curb cut and emergency access drive constructed in close proximity to the Sixth Street and Deakin Avenue intersection. This is a secondary approach onto Sixth Street and will only serve as pedestrian, bicycle, and emergency services access. Sixth Street in this location is currently designated as a collector street and is developed with two travel lanes with designated turn lanes, bike lanes, a new furnishing zone with brick pavers and street trees, and 8 ft. wide sidewalks. Paradise Path is located to the southwest of the subject property and follows Paradise Creek to the west.

30. Lilly Street serves as access from the north of the subject property. The northern parking lot is located at the intersection of Lilly Street and Fourth Street, and Lilly Street essentially terminates into the subject property. The portion of Lilly Street from Third Street to the subject property is developed as a 30 ft wide street with intermittent curb and sidewalk and parking on both sides of the street. The current Idaho Central Credit Union project at the southwest corner of Third Street and Lilly Street will be constructing new curbing, tree lawns, and sidewalks on the entire Lilly Street frontage. Currently there is no curbing, tree lawns or sidewalks on ICCU's frontage on the west side of Lilly Street.

31. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. The net developable area is 2.49 acres and is zoned a combination of CB and R-4, which require a 9% parkland dedication requirement. This results in a dedication requirement of 9,780 sf (0.037 acres), or at the current value of $13,500/acre, $3,032.00. The property owner is requesting a City/Property Owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street to the Ghormley Park parking lot, providing access to Third Street. The first phase would be from Sixth Street to the northwest corner of the project, utilizing a cost-share approach. The second phase would complete the connecting pathway to the Ghormley Park parking lot, at the City's expense. The property owner's investment into the first phase would far exceed the parkland dedication requirement of $3,032 and would satisfy all parkland dedication requirements.

32. The project proposal was reviewed by the Parks and Recreation Commission on June 25, 2020, and the Pathways Commission on July 14, 2020, and both supported the parkland dedication/plan proposal. Parks and Recreation Staff are also recommending approval of the proposal.

33. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 14, 2020 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **This plat is not contradictory to the Moscow Comprehensive Plan.** The proposed preliminary plat is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Urban Mixed (UM) designation is intended to provide for the infill development and adaptive re-use of areas that surround downtown, which the preliminary plat is intended to accomplish. The proposed plat also contributes to providing a pedestrian connection between the University of Idaho and downtown.
2. **This plat is compatible with the Moscow Zoning Ordinance.** The applicant is concurrently requesting a PUD in order to allow a reduction in the minimum lot size and to permit the townhouse lots to have frontage on internal courtyard which also serves as emergency services access instead of a public street right-of-way. All other Zoning Code requirements will be met as part of the proposal.
3. **This plat is compatible with the Moscow Subdivision Ordinance.** The proposed preliminary plat is consistent and in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
4. **This plat is considerate of the natural features of the subject land.** The proposed preliminary plat provides for development of the subject property, including the general construction and alignment of the internal courtyard/emergency services access drive in conformance and consideration of the natural contours of the subject property.
5. **This plat is not expected to place an undue burden on public services and infrastructure, and does not pose an apparent threat to the public health, safety or welfare.** The subject property has property frontage on Sixth Street to the south and Lilly Street to the north. An additional emergency services access drive is proposed to be constructed that will connect Sixth Street and Lilly Street and also provide internal access to the proposed lots. There are currently sufficient and available public utility services to meet the needs of the proposed development. Water and sewer connections are readily available in the area and the property has been determined to be developable in the City's Comprehensive Water and Sewer System Plans.
6. **Other: None.**

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the two point four-nine (2.49) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue with the following conditions:

Engineering:

1. The water line tap design for the 4-story multi-family property will need to be revised to come directly from a City water main instead of a dedicated fire hydrant line, as is currently proposed.
2. All water lines from water main to each water meter and each fire hydrant are required to be within a City easement to allow access.
3. The access drive at the southwest end of the property near the Sixth Street and Deakin Avenue intersection is limited to emergency vehicle and pedestrian access only due to the proximity to the intersection.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 12th day of August, 2020.

Robb Parish

Robb Parish, Vice Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT OF AN APPROXIMATELY TWO (2) ACRE AREA OF LAND GENERALLY LOCATED NORTH OF THE INTERSECTION OF SIXTH STREET AND DEAKIN AVENUE, KNOWN AS GATEWAY ON SIXTH WITHIN THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Planned Unit Development (PUD) on June 26, 2020; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 22, 2020; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

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

2. The subject property is an approximately two (2) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue.

3. The subject property is currently vacant except for two parking lots and access drive on the northeastern portion of the site. Ghormley Park is located to the west of the subject property, self-storage units and Cedar Veterinary Clinic to the north, a multi-family residential neighborhood to the northeast, and Patty's Kitchen Restaurant and the University of Idaho to the south.

4. The subject property is relatively flat and Paradise Creek across Sixth Street and is flows through the property located to the southwest.

5. The subject property is currently designated as Urban Mixed (UM). UM designated areas,

   "are intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a mix of residential and limited commercial uses should be promoted through the development of small urban apartments, townhomes, and two- to three-story vertically mixed-use buildings. The urban mixed area should provide a pedestrian connection between the University of Idaho and downtown, and provide space for a variety of housing alternatives, niche retail, restaurants, artist studios, and personal and

professional services. Off-street parking should be required, but the requirements should be reduced in this area due to the likely number of non-motorized travel the uses will attract."

6. The residential neighborhood to the east, the commercial corridor along Sixth Street, and Legacy crossing to the southeast are also within the UM designation. Ghormely Park to the west is designated as Parks and Open Space, the University of Idaho campus to the southwest is designated as University (U), and commercial properties to the north are designated as Auto-Urban Commercial (AU-C).

7. Sixth Street is currently designated by the Thoroughfare Plan as a collector street and Lilly Street is designated as a local neighborhood street.

8. The subject property is currently located within the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts and is proposed to be rezoned to a combination of Multiple Family Residential (R-4) and Central Business (CB).

9. According to the Zoning Code the R-4 Zoning District is,

   "Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."

10. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.

11. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.

12. According to the Zoning Code the purpose of the CB Zoning District,

    "is to provide a location for groups of compatible commercial uses having the common characteristic of not involving more than incidental and minimal assembly, fabrication or storage of commodities; for example, establishments dispensing retail commodities, and those providing professional and personal services to the individual. The CB Zoning District is the most intensive commercial Zoning District. To promote pedestrian use, unbroken, street-level, commercial frontage is encouraged in this Zoning District."

13. A wide range of commercial and residential uses are permitted within the CB Zoning District. There is no minimum lot size or width requirements for lots within the CB Zone.

14. As part of the proposed rezone, the City is expanding the rezone area to correct the zoning on three adjacent properties. Properties that contain apartment buildings at 402 and 410 S. Lilly Street have the University (U) Zone extend across them, likely because of the parking lots that were associated with the University of Idaho to the south. The proposal would be to rezone these two properties to the R-4 Zone which would me more appropriate. Also included is another small portion of the U Zone which extends upon the Cedar Veterinary Clinic property. The proposal would be to eliminate the U Zone and rezone the entire property to MB, which most of the property currently is already.

15. The concurrently proposing a preliminary plat that would create twenty-seven (27) townhouse parcels; one (1) Multi-Family Residential (R-4) parcel; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.

16. The minimum lot size for single-family, two-family, and multi-family dwellings parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet and 18 feet for townhouses. The CB Zone does not specify a minimum lot size or minimum lot width.

17. The applicant is proposing the Planned Unit Development (PUD) on the area which is proposed to be entirely located within the R-4 Zone, which includes the northern 1.41 acres of the main property and the two existing parking lots. The area of the two existing parking lots is 0.60 acres, which brings the total size of the area where the PUD is proposed to approximately 2 acres in size.

18. The applicant is requesting a PUD to allow for a reduction in the minimum lot size and setbacks for the townhouse lots, an increase in the maximum height permitted for the 4-story multi-family building, and to permit the townhouse lots to have frontage on internal courtyard which also serves as emergency services access instead of a public street right-of-way.

19. The proposed townhouse lots range from 634 to 638 square feet in size and range in width from 23.8 to 28.7 feet. The standard minimum lot size for townhouses in the R-4 Zone is 1,800 sf and 18 feet in width. The townhouses are proposed to have no setbacks and extend out to the property lines on all sides. The townhouse setbacks in the R-4 Zone are 15 ft front, 20 ft rear, 0 ft interior side, and 8 ft exterior side. The townhouses are proposed to be three stories with the options of three different floor plans, A, B, and C.

20. The exteriors on the 'A' units will contain a brick veneer on the front façade with a metal bump out for windows, and the rear façade is proposed to be board and batten siding with an additional metal bump out and small deck. The first-floor plan contains the living room, small kitchenette, bedroom, and bathroom. The second floor contains the kitchen and dining area as well as a master bedroom and bathroom. There is an open loft space on the third floor.

21. The exteriors of the 'B' units contain a brick veneer on the front façade with rear board and batten siding. The first-floor plan includes the living room, kitchen, and a bathroom. The second floor contains two bedrooms and a shared bathroom, and the third floor has an additional bedroom, bathroom, and outdoor balcony.

22. The exteriors of the 'C' unit contain a brick veneer on the front façade with rear board and batten siding with a metal bump out and small deck. The first-floor plan contains a single car garage, laundry room, and entry area. The second floor includes the living and kitchen area, bedroom, and bathroom. The third floor is partially open to below and includes one bedroom, a bathroom, and walk-in closet.

23. Six townhouses are adjacent to the northern-most existing parking lot, and the remainder will be accessed via an internal courtyard constructed of permeable pavers that also serves as an emergency services access road.

24. The proposed emergency access drive that also serves as an internal courtyard that begins near the Sixth Street and Deakin Avenue intersection. The access from Sixth Street will be blocked with bollards and only pedestrians, bicyclists, and emergency vehicles are permitted on this portion of the internal courtyard.

25. Also included in the PUD proposal is a Multi-Family Residential (R-4) parcel of 0.37 acres in size that is proposed to be developed with a 4-story multi-family building. The ground floor is proposed to be an enclosed parking garage with 18 parking spaces, bicycle storage, and lobby with access to an elevator and stairs to the upper floors. The second, third, and fourth floors are proposed to be the same floor plan and will contain 6 dwelling units on each floor, totaling 18 units. Each floor will contain two 2-bedroom units that are each 980 sf in size and four 1-bedroom units that are 592 sf each. The total height of the fourth floor is 48.5 ft, which exceeds the 40 ft height limitation in the R-4 Zone.

26. The minimum PUD base density of the R-4 Zone is 24 units per acre. The proposed PUD has a base density of 22.5 units per acre, therefore no density bonuses are required as part of the project.

27. The total number of parking spaces required for the proposed PUD is 80 spaces. Townhouses require 2 spaces per unit, one-bedroom apartments require 1.25 spaces per unit, and two-bedroom apartments require 1.75 spaces per apartment. The applicant has provided 18 parking spaces in the ground floor enclosed garage of the apartment building and there 88 parking spaces proposed within the two existing parking lots, for a total of 106 spaces.

28. The applicant has indicated that there will be property management on-site who will be in charge of parking management.

29. A 6 in. water main currently exists on the east side of Lilly Street and an 8 in. water main extends horizontally across the southern portion of the subject property. A water main will be extended within the internal courtyard which will connect to meter banks to service the townhouses, apartment building, and commercial lots. Private water lines will be extended along the rear of the townhouses and connected to the water meter banks.

30. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. The Engineering Department has determined that the existing system has adequate potable and fire flows to serve the proposed development.

31. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Public Works has determined that the existing system has adequate potable and fire flows to serve the proposed development.

32. It is anticipated that under commonly observed residential household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 4.21 million gallons of water per year (45 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 4.21 million gallons/year).

33. Sanitary sewer is proposed to be extended throughout the proposed development within the internal courtyard/emergency access drive corridors. An 8 in. PVC main will be extended through the development to eventually connect to a 24 in. main that extends in the northwesterly direction across Ghormley Park to the west.

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

35. Trench drains within the permeable pavement system that makes up the internal courtyard/emergency services access drive collect the storm sewer and eventually convey it to an existing 30 in. storm drain in the north side sidewalk in Sixth Street. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate.

36. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. This driveway provides access to the existing parking lot in the southeast corner and also provides a connection to Lilly Street and the alley between Lilly Street and Asbury Street.

37. As part of the proposed PUD, there will be a curb cut and emergency access drive constructed in close proximity to the Sixth Street and Deakin Avenue intersection. This is a secondary approach onto Sixth Street and will only serve as pedestrian, bicycle, and emergency services access. Sixth Street in this location is currently designated as a collector street and is developed with two travel lanes with designated turn lanes, bike lanes, a new furnishing zone with brick pavers and street trees, and 8 ft. wide sidewalks. Paradise Path is located to the southwest of the subject property and follows Paradise Creek to the west.

38. Lilly Street serves as access from the north of the subject property. The northern parking lot is located at the intersection of Lilly Street and Fourth Street, and Lilly Street essentially terminates into the subject property. The portion of Lilly Street from Third Street to the subject property is developed as a 30 ft wide street with intermittent curb and sidewalk and parking on both sides of the street. The current Idaho Central Credit Union project at the southwest corner of Third Street and Lilly Street will be constructing new curbing, tree lawns, and sidewalks on the entire Lilly Street frontage. Currently there is no curbing, tree lawns or sidewalks on ICCU's frontage on the west side of Lilly Street.

39. The proposed PUD and subdivision plat are within the requirements of the parkland dedication codes of the City. The net developable area is 2.49 acres and is zoned a combination of CB and R-4, which require a 9% parkland dedication requirement. This results in a dedication requirement of 9,780 sf (0.037 acres), or at the current value of $13,500/acre, $3,032.00. The property owner is requesting a City/Property Owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street to the Ghormley Park parking lot, providing access to Third Street. The first phase would be from Sixth Street to the northwest corner of the project, utilizing a cost-share approach. The second phase would complete the connecting pathway to the Ghormley Park parking lot, at the City's expense. The property owner's investment into the first phase would far exceed the parkland dedication requirement of $3,032 and would satisfy all parkland dedication requirements.

40. The project proposal was reviewed by the Parks and Recreation Commission on June 25, 2020, and the Pathways Commission on July 14, 2020, and both supported the parkland dedication/plan proposal. Parks and Recreation Staff are also recommending approval of the proposal.

41. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 14, 2020 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Urban Mixed (UM) designation is intended to provide for the infill development and adaptive re-use of areas that surround downtown. Within these areas, a mix of residential and limited commercial uses should be promoted through the development of small urban apartments,

townhomes, and two- to three-story vertically mixed-use buildings. The PUD also contributes to providing a pedestrian connection between the University of Idaho and downtown. Therefore, the Commission finds that the proposed PUD is consistent with the Comprehensive Plan.

2. **The proposed PUD is consistent with the intents and purposes of this Chapter.** The proposed PUD meets the intent of the PUD chapter to permit and encourage innovative, economical, and attractive development; which includes land uses which harmonize with natural features and constraints; which promotes efficient, innovative, economical, attractive, and environmentally sensitive development; and which efficiently phases and locates public and private services and facilities. The proposed mixed-use PUD is an attractive development which utilizes an oddly-shaped property to orient linear townhouses adjacent to Ghormley Park and an existing parking lot. The proposed PUD creates twenty-seven (27) townhouses on smaller lots, which creates a different housing type and more affordable housing options in the City. The 4-story apartment building provides a parking garage and a more urban residential living option for residents.

3. **The proposed PUD is compatible with the character and uses in the surrounding area.** The PUD is consistent with the surrounding area which is primarily a mixture of residential and commercial developments. The proposed PUD provides for development of the subject property, including the general construction and alignment of the pedestrian connection and emergency services access drive between the University of Idaho and downtown.

4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.** Public Works has indicated that water, sanitary sewer, and storm sewer systems are readily available in the area and can accommodate the proposed PUD. The subject property has been determined to be developable in the 2012 Comprehensive Water System Plan and the 2011 Comprehensive Sewer System Plan. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. An internal courtyard/emergency access drive is also proposed to be constructed in close proximity to the Sixth Street and Deakin Avenue intersection. Lilly Street serves as access from the north of the subject property.

5. **The proposed PUD will not endanger the public health or safety.** There is no evidence that the proposed PUD would have an impact on the public health and safety. The proposed PUD will help serve the need of providing a more affordable housing option of single-family homes on smaller lots.

6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.** The proposed PUD with twenty-seven (27) townhouses on smaller lots ranging from 634 to 638 square feet in size provides an efficient and economical home ownership opportunity which is currently limited in the City. The proposed townhouses will have three design options which are attractive and will provide a quality product on smaller lots which are served by an internal courtyard.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the PUD request for the approximately two (2) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 12th day of August, 2020.

Robb Parish, Vice Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A REZONE OF AN APPROXIMATELY THREE POINT FIVE (3.50) ACRE AREA OF LAND GENERALLY LOCATED NORTH OF THE INTERSECTION OF SIXTH STREET AND DEAKIN AVENUE, KNOWN AS GATEWAY ON SIXTH ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Rezone on June 26, 2020; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 22, 2020; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

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

2. The subject property is an approximately three point five (3.50) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue.

3. The subject property is currently vacant except for two parking lots and access drive on the northeastern portion of the site. Ghormley Park is located to the west of the subject property, self-storage units and Cedar Veterinary Clinic to the north, a multi-family residential neighborhood to the northeast, and Patty's Kitchen Restaurant and the University of Idaho to the south.

4. The subject property is relatively flat and Paradise Creek across Sixth Street and is flows through the property located to the southwest.

5. The subject property is currently designated as Urban Mixed (UM). UM designated areas,

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

6. The residential neighborhood to the east, the commercial corridor along Sixth Street, and Legacy crossing to the southeast are also within the UM designation. Ghormely Park to the west is designated as Parks and Open Space, the University of Idaho campus to the southwest is designated as University (U), and commercial properties to the north are designated as Auto-Urban Commercial (AU-C).

7. Sixth Street is currently designated by the Thoroughfare Plan as a collector street and Lilly Street is designated as a local neighborhood street.

8. The subject property is currently located within the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts and is proposed to be rezoned to a combination of Multiple Family Residential (R-4) and Central Business (CB).

9. According to the Zoning Code the R-4 Zoning District is,

   "Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."

10. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.

11. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings. The minimum lot width is for single-family, two-family, and multi-family dwellings is 50 feet; 25 feet for twinhomes; and 18 feet for townhouses.

12. According to the Zoning Code the purpose of the CB Zoning District,

    "is to provide a location for groups of compatible commercial uses having the common characteristic of not involving more than incidental and minimal assembly, fabrication or storage of commodities; for example, establishments dispensing retail commodities, and those providing professional and personal services to the individual. The CB Zoning District is the most intensive commercial Zoning District. To promote pedestrian use, unbroken, street-level, commercial frontage is encouraged in this Zoning District."

13. A wide range of commercial and residential uses are permitted within the CB Zoning District. There is no minimum lot size or width requirements for lots within the CB Zone.

14. As part of the proposed rezone, the City is expanding the rezone area to correct the zoning on three adjacent properties. Properties that contain apartment buildings at 402 and 410 S. Lilly Street have the University (U) Zone extend across them, likely because of the parking lots that were associated with the University of Idaho to the south. The proposal would be to rezone these two properties to the R-4 Zone which would me more appropriate. Also included is another small portion of the U Zone which extends upon the Cedar Veterinary Clinic property. The proposal would be to eliminate the U Zone and rezone the entire property to MB, which most of the property currently is already.

15. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012.

16. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012.

17. The subject property has multiple points of access at various locations. There is an existing driveway access off of Sixth Street which is located directly to the east of Patty's Kitchen. This driveway provides access to the existing parking lot in the southeast corner and also provides a connection to Lilly Street and the alley between Lilly Street and Asbury Street.

18. Sixth Street in this location is currently designated as a collector street and is developed with two travel lanes with designated turn lanes, bike lanes, a new furnishing zone with brick pavers and street trees, and 8 ft. wide sidewalks. Paradise Path is located to the southwest of the subject property and follows Paradise Creek to the west.

19. Lilly Street serves as access from the north of the subject property. The northern parking lot is located at the intersection of Lilly Street and Fourth Street, and Lilly Street essentially terminates into the subject property. The portion of Lilly Street from Third Street to the subject property is developed as a 30 ft wide street with intermittent curb and sidewalk and parking on both sides of the street. The current Idaho Central Credit Union project at the southwest corner of Third Street and Lilly Street will be constructing new curbing, tree lawns, and sidewalks on the entire Lilly Street frontage. Currently there is no curbing, tree lawns or sidewalks on ICCU's frontage on the west side of Lilly Street.

20. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 14, 2020 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed zoning district is consistent and in conformance with the uses and densities designated within the 2019 Comprehensive Plan. The Urban Mixed (UM) Land Use Designation corresponds with the proposed Multiple Family Residential (R-4) and Central Business (CB) Zones. Therefore, the Commission finds that the proposed rezone is consistent with the Comprehensive Plan.

2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed rezone corrects a conglomeration of zoning districts that currently include the Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB), and University (U) Zoning Districts. The CB Zone largely remains the same and the remainder of the property is proposed to be rezoned to R-4, which is consistent with the adjacent residential neighborhood. The CB Zone will remain a continuation of the Sixth Street corridor which primarily contains a mixture of commercial uses.

3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area.

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

the planning jurisdiction. The proposed zoning and uses are suitable for the area and will not unduly burden the neighborhood of public infrastructure.

5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street frontage on Sixth Street to the south and Lilly Street to the north. There are currently sufficient and available public utility services to meet the needs of the development that would be permitted under the proposed zoning districts. Water and sewer connections are readily available in the area and the property has been determined to be developable in the City's Comprehensive Water and Sewer System Plans.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the approximately three point five (3.5) acre area of land generally located north of the intersection of Sixth Street and Deakin Avenue with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 12th day of August, 2020.

Robb Parish

Robb Parish, Vice Chair
Planning and Zoning Commission

ORDINANCE NO. 2020 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF APPROXIMATELY ONE POINT ZERO EIGHT (1.08) ACRES OF PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #1 AS CENTRAL BUSINESS (CB); PROVIDING FOR THE ZONING OF APPROXIMATELY TWO POINT THREE SEVEN (2.37) ACRES OF PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #2 AS MULTIPLE FAMILY RESIDENTIAL (R-4); PROVIDING FOR THE ZONING OF APPROXIMATELY ZERO POINT ZERO FIVE (0.05) ACRES OF PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #3 AS MOTOR BUSINESS (MB); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the lands described in Section 1 are all located within the City of Moscow; and

WHEREAS, the land described in Section 1, Property #1 of this Ordinance is currently zoned Multiple Family Residential (R-4) and Central Business (CB); and

WHEREAS, the proposed change for Property #1 is to remove the R-4 designation and have it zoned as Central Business (CB) only; and

WHEREAS, the land described in Section 1, Property #2 of this Ordinance is currently zoned Motor Business (MB), Multiple Family Residential (R-4), Central Business (CB) and University (U); and

WHEREAS, the proposed change for Property #2 is to remove the MB, CB and U zoning designations and have it zoned as Multiple Family Residential (R-4) only; and

WHEREAS, the land described in Section 1, Property #3 of this Ordinance is currently zoned University (U); and

WHEREAS, the proposed change for Property #3 is to have it zoned as Motor Business (MB) instead of University (U); and

WHEREAS, the proposed changes for all the Properties described are consistent with the underlying 2019 Comprehensive Plan Land Use Designation of Urban Mixed (UM); and

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

WHEREAS, on July 22, 2020, Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject properties, as proposed above (CB, R-4, and MB); and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this proposed zoning changes on September 8, 2020;

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

SECTION 1: LEGAL DESCRIPTION.

This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

PROPERTY #1

A parcel of land located in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 7, from which the south quarter corner of said section bears S 87°45' 17" W, 2673.50 feet; Thence S 87°45' 17" W, 1070.11 feet along the south line of said section to the intersection with the northeasterly line of the former Railroad right of way; Thence N 36°38'03" W, 32.23 feet along said easterly line to the intersection with the north right of way line of Sixth Street, Thence long said north right of way line, N 88°16'46" East, 45.73 feet, to the POINT OF BEGINNING;

Thence S 88°16'46" W, 30.49 feet to the easterly line of a parcel of land described in Quit Claim Deed Inst. No. 493001;
Thence along said east line N 36°38'03" W, 197.32 feet to the west line of Block 6 of Lieuallen's Third Addition;
Thence along said west line, S 00°27'03" W, 130.18 feet;
Thence S 36°38'03" E, 38.68 feet to the north right of way line of Sixth Street;
Thence along said right of way line S 88°16'46" W, 121.95 feet to the southwesterly line of the former Railroad right of way;
Thence along said right of way line N 36°38'03" W, 155.48 feet;
Thence leaving said right of way, N 51°54'55" E, 241.02 feet to the northeasterly Railroad right of way line;
Thence continuing along said east right of way line S 36°38'03" E, 239.94 feet;
Thence leaving said right of way line S 00°27'03" W, 62.19 feet;
Thence S 36°38'03" E, 14.07 feet to the POINT OF BEGINNING;

Containing 1.08 acres more or less.

PROPERTY #2

A parcel of land located in the southeast quarter of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 7, from which the south quarter corner of said section bears S 87°45' 17" W, 2673.50 feet; Thence S 87°45' 17" W, 1070.11 feet along the south line of said section to the intersection with the northeasterly line of the former Railroad right of way; Thence N 36°38'03" W, 32.23 feet along said easterly line to the intersection with the north right of way line of Sixth Street, Thence long said north line, S 88°16'46" E, 293.90 feet to the west line of the former Railroad right of way; Thence along the west Railroad right of way N 36°38'03" W, 155.48 feet to the POINT OF BEGINNING;

Thence along said right of way, N 36°38'03" W, 33.98 feet to the southwest corner of a parcel described in Quit Claim Deed Inst. No. 495435;
Thence along the South line of said deed, N 53°21 '57" E, 10.50 feet;
Thence along the east line of said deed, N 36°38'03" W, 316.91 feet;
Thence S 53°21'57" W, 10.50 feet to a point on the southwesterly Railroad right of way line;
Thence along said right of way line, N 36°38'03" W, 49.70 feet to the southwest corner of a parcel described in Quit Claim Deed Inst. No. 581486;
Thence leaving said right of way line, N 53°21'57" E, 59.44 feet along the south line of said deed;
Thence along the west line of said deed, S 36°38'03" E, 225.58 feet;
Thence along the south line of said deed, N 53°21'57" E, 119.06 feet;
Thence along the east line of said deed, N 36°38'03" W, 181.11 feet;
Thence S 89°29'56" E, 78.40 feet to the northeasterly line of the former Railroad right of way;
Thence continuing along said right of way line S 36°38'03" E, 302.69 feet;
Thence leaving said right of way line, S 51°54'55" W, 241.02 feet to the POINT OF BEGINNING;

Also including a 10,336.86 square foot parcel of land located within Block 1 of Lieuallen's 4th Addition as shown on the attached Exhibit "A"; and

Also including a 16,119.35 square foot parcel of land within Block 6 of Lieuallen's 3rd Addition and addressed as 418 S Lilly Street within the City of Moscow, Idaho as shown on the attached Exhibit "A"; and

Also including Lot 37, Lot 38, Lot 39, Lot 40, Lot 41, and the southern 5.00 feet of Lot 42, Block 6 of Lieuallen's 3rd Addition and portions of the adjacent right of way that are currently zoned University (U);

Containing 2.37 acres more or less.

PROPERTY #3

The southern 18.00 feet of Lot 1 of Lieuallen's 4th Replat Addition to the City of Moscow, Idaho as shown on the attached Exhibit "A".

Containing 0.05 acres more or less.

SECTION 2: ZONING. That the property described in Section 1, Property #1, be and the same hereby is zoned Central Business (CB); and, that the property described in Section 1, Property #2, be and the same hereby is zoned Multiple Family Residential (R-4); and, that the property described in Section 1, Property #3, be and the same hereby is zoned Motor Business (MB); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 221 East 2nd Street, Moscow, Idaho.

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

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

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

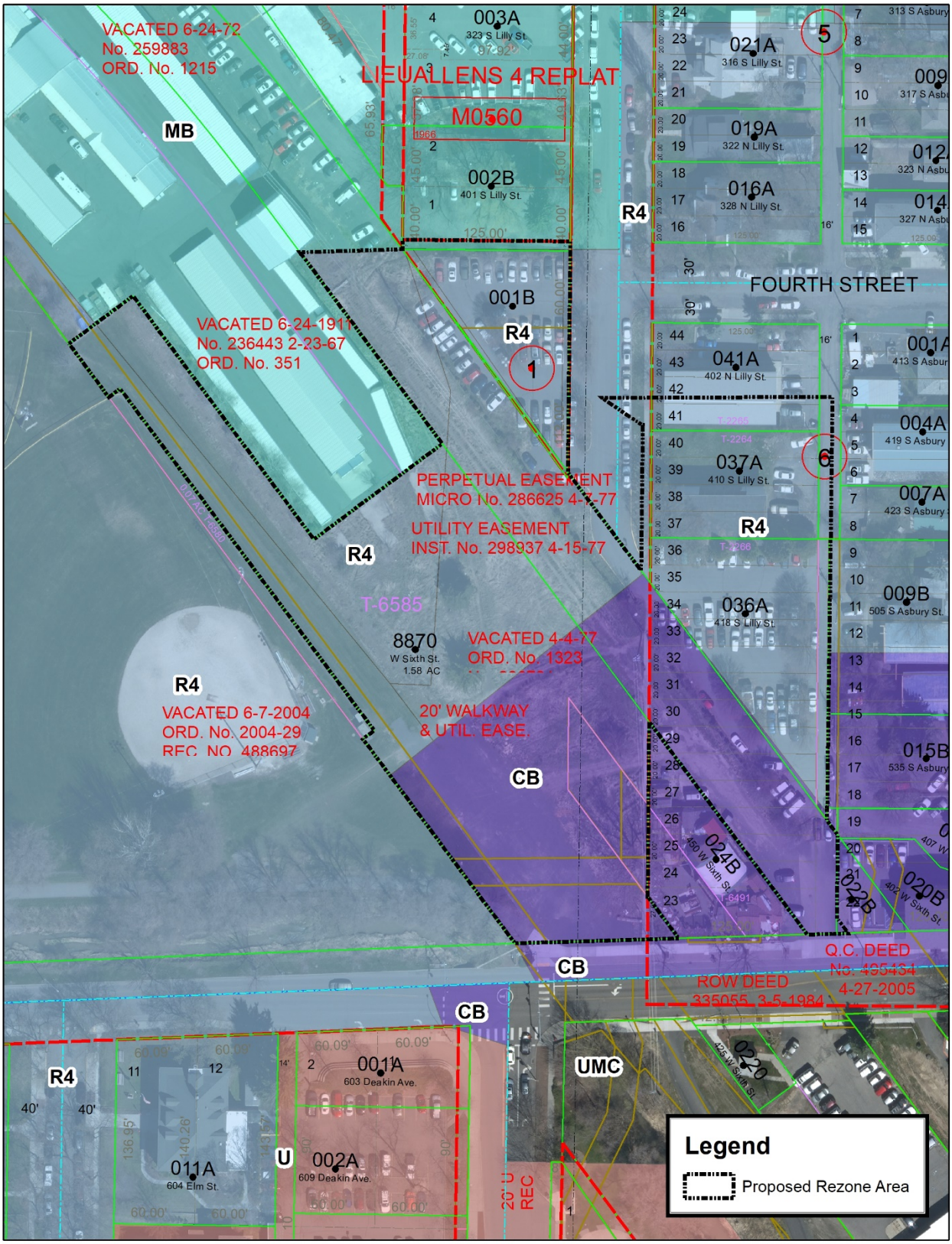
PASSED by the City Council and APPROVED by the Mayor this ____ day of September, 2020.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

EXHIBIT "A"


VACATED 6-24-72
No. 259883
ORD. No. 1215
LIEUALLENS 4 REPLAT
M0560
MB
003A
323 S Lilly St.
002B
401 S Lilly St.
001B
R4
VACATED 6-24-1911
No. 236443 2-23-67
ORD. No. 351
FOURTH STREET
021A
316 S Lilly St.
019A
322 N Lilly St.
016A
328 N Lilly St.
041A
402 N Lilly St.
037A
410 S Lilly St.
036A
418 S Lilly St.
009B
505 S Asbury St.
015B
535 S Asbury
004A
419 S Asbury
007A
423 S Asbury
001A
413 S Asbury
PERPETUAL EASEMENT
MICRO No. 286625 4-4-77
UTILITY EASEMENT
INST. No. 298937 4-15-77
T-6585
8870
W Sixth St.
1.58 AC
VACATED 4-4-77
ORD. No. 1323
VACATED 6-7-2004
ORD. No. 2004-29
REC. NO. 488697
20' WALKWAY
& UTIL. EASE.
CB
024B
450 W Sixth St.
022B
020B
402 W Sixth St.
Q.C. DEED
No. 495434
4-27-2005
ROW DEED
335055 3-5-1984
UMC
022B
425 W Sixth St.
001A
603 Deakin Ave.
002A
609 Deakin Ave.
011A
604 Elm St.
U
20' U
REC
Legend
Proposed Rezone Area

PLANNING & ZONING COMMISSION

Wendy McClure
Commission Chair

p&z@ci.moscow.id.us

~Meeting Minutes~
July 22, 2020

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

Mike Ray
Staff Liaison

208.883.7008

McClure called the meeting to order at 7:01 p.m.

MEMBERS PRESENT: in person: Wendy McClure, Chair; Rich Beebe, Scott Gropp, Victoria Seever, Dennis Wilson

via Zoom: Joel Hamilton, Robb Parish

MEMBERS ABSENT: Mike Nelsen, Nels Reese

ALSO IN ATTENDANCE: Mike Ray, Sandra Kelly, Anne Peterson

1. Approval of minutes from June 24, 2020 [ACTION ITEM]
Wilson moved approval of the minutes as presented, seconded by Gropp. Motion carried by acclamation.

2. Public Comment
None.

3. Public Hearing: Proposed Preliminary Subdivision Plat, Planned Unit Development (PUD), and Rezoning of numerous parcels generally located north of the intersection of Sixth Street and Deakin Avenue within the City of Moscow – Gateway on Sixth Addition: LUP2020-0010 [ACTION ITEM]

a. *Proposed Preliminary Subdivision Plat of a 2.49-acre area to create twenty-seven (27) townhouse parcels ranging from 634 to 638 square feet in size; one (1) Multi-Family Residential (R-4) parcel of 0.37 acres in size; and three (3) Central Business (CB) parcels ranging from 0.20 to 0.29 acres in size, referred to as the Gateway on Sixth Addition.*
b. *Proposed Planned Unit Development (PUD) of a 1.41-acre area to construct twenty-seven (27) townhouse dwellings and a 4-story multi-family building containing eighteen (18) dwelling units with enclosed parking on the ground floor.*
c. *Proposed Rezoning of a combination of Motor Business (MB), Multiple Family Residential (R-4), and Central Business (CB) to the Multiple Family Residential (R-4) Zone; proposed Rezoning from a combination of the CB and R-4 Zones to the CB Zone; and proposed Rezoning from the University (U) Zone to the R-4 Zone and Motor Business (MB) Zone.*

Ray presented the requests by describing the location of the 2.49 acre property. The preliminary plat proposes 27 townhouse parcels and one multi-family parcel within the R-4 zone, and three parcels within the Central Business zone. Access is provided from an internal courtyard which also serves as an emergency services access drive, and there is access from Sixth Street and Lilly Street. The rezone proposal is appropriate for the proposed use and cleans up the current conglomeration of zoning districts within the subject area. The Comprehensive Plan designates the area as Urban Mixed (UM), where such infill development and adaptive re-use is intended. The UM designation promotes the reduction in parking

requirements. The PUD request is for reduction in the minimum lot size and setbacks on the townhouse parcels and to allow frontages on an internal courtyard instead of a public street. It also requests an increase in the maximum height for a four-story multi-family building with 18 units and enclosed parking on the ground floor. Applicant has not requested a density bonus or reduction in parking requirements. Developer plans to utilize two existing parking lots that ceased use by the University of Idaho a few years ago. With regard to parkland dedication requirements, the property owner is requesting a City/Property Owner cooperative project that includes a pedestrian/bicycle pathway connection from Sixth Street through Ghormley Park, providing access to Third Street. The property owner's investment would far exceed the parkland dedication requirement of $3,032 and would satisfy all parkland dedication requirements. Both the Parks & Recreation Commission and the Pathways Commission supported the parkland dedication/plan proposal, and Parks and Recreation Staff also recommend approval.

Staff recommended approval of the PUD and rezone proposals without conditions, and approval of the preliminary plat proposals with the following conditions from Engineering:

a) The water line tap design for the 4-story multi-family property will need to be revised to come directly from a City water main instead of a dedicated fire hydrant line, as is currently proposed.
b) All water lines from water main to each water meter and each fire hydrant are required to be within a City easement to allow access.
c) The access drive at the southwest end of the property near the Sixth Street and Deakin Avenue intersection is limited to emergency vehicle and pedestrian access only due to the proximity to the intersection.

Seever inquired about paving of parking lot, paths and alleys, and whether the pathway would share the fire lane. Ray thought the public portions might already be scheduled for improvement and suggested that different surface treatments could possibly be used to distinguish between public and private areas. Parish asked if it would be appropriate to make it a condition that the developer finish the area between Patty's Kitchen and Stax. Ray said parking lot standards require paving, but Commissioners could certainly make it a condition of approval. McClure said tenants would need to request temporary access though the emergency lane for moving in/out, and Seever expressed concern that people would start parking cars there regularly. The City has not received any comments from the University regarding the rezone.

McClure opened the public hearing at 7:46 p.m.

Jim Stephens, 11245 NE Eastshore Drive, Hayden ID introduced himself as a former Moscow resident who's been working on this project for 14 years. He said the drive from Sixth Street to the parking lot would be paved to make a continuous access to the parking lot. He intends for the ingress and egress to the development to be by foot/bicycle, although two parking spaces may be designated for the townhome owners to shuttle groceries, etc. The existing parking lots will be altered and reconfigured, providing for 26 more spaces than required. Target market is for University employees and professors, Gritman employees, etc. The four-story apartments are intended for residents over 55 and he's hoping the townhouses can be multi-generational.

Rusty Olps, 931 Harold Street, introduced himself as a partner in the project. He thinks the project provides an attractive and desirable segue between downtown and campus.

McClure invited comments against the project or of a general nature.

David Hall, 1334 Wallen Road, Moscow, wanted to get on the record that the City estimates the anticipated water use to be 4.21 million gallons per year, but some type of mitigation should be required because it is illegal to mine the aquifer.

Chuck McDonald, 5185 Robinson Park Road, Moscow, said he's not against the development but rather how it affects Lilly Street. He owns C&T Used Cars at the Corner of Third and Lilly, and he's seen what the Asbury development has done to the neighborhood. The ICCU drive-throughs will dump onto Lilly or Fourth Street. He said adding another 100+ cars, plus the ICCU traffic, and using Lilly as the only access didn't make sense. Students already park anywhere they want and no one enforces it.

Stephens responded there will be designated ingress and egress lanes onto Sixth Street. Management will live on-site and patrol their parking lots.

Nils Peterson, 821 Travois, Moscow, said this is a fragmented piece of land remaining from the railroad era that ought to have an intensive use such as this.

Chairperson McClure read into the record a letter from Sean Wilson (attached). Public hearing closed at 8:08 pm.

Hamilton agreed the existing zoning made little sense and he liked the proposed simplification. Seever agreed the hodge-podge zoning needed to be fixed but she wondered what the parking plan was for the proposed Central Business zone. Ray said there is no parking required within the Central Business zone. Wilson moved to recommend approval of the Rezone with no conditions, seconded by Gropp. Motion carried unanimously.

Seever suggested fences between the proposed development and Cedar Veterinary and Patty's Kitchen to prevent the encroachment issues experienced by Chuck Bond. Gropp didn't think it was an issue because the proposal includes more than the required parking. Ray added the ICCU will also have about twice as much parking than what is required, but acknowledged that a number of the proposed townhouses will be some distance from the proposed parking spaces. Stephens said he was well aware of the parking issues in the area. Patty's Kitchen and the University are well aware that development has been planned for the area. Ray confirmed that the Fire Department has reviewed and approved the proposal. Wilson recommended approval of the preliminary plat with the conditions recommended by Engineering. Gropp seconded the motion which carried unanimously.

McClure applauded the developer for his unique agreement with the City regarding the pedestrian pathways. Parish moved approval of the Planned Unit Development. Hamilton seconded the motion which carried unanimously.

Seever moved to direct staff to prepare Relevant Criteria and Standards for all three proposals. Wilson seconded the motion and it carried unanimously.

4. Small Cell Wireless Facilities Draft Ordinance [ACTION ITEM]:

Telecommunications service providers are currently in the process of deploying 5G/small cell wireless technology throughout the developed world. 5G high speed deployment will bring much higher data speeds and traffic, but requires small cell installations to accommodate the data demand. Telecommunications services are largely governed by the Federal Communications Commission (FCC) and the Telecommunications Act, but local governments are allowed to adopt certain regulations at the local level. With the likelihood of 5G/small cell deployment in Moscow, Staff has been working on drafting an ordinance to address them in the Zoning Code. The draft ordinance was presented to the Sustainable Environment Commission at their regular meeting on June 16, 2020 to discuss a unified recommendation with the Planning and Zoning Commission. The SEC voted to recommend that the Planning and Zoning Commission proceed with the current ordinance and the SEC

will continue to research health effects and the changing legal landscape to potentially make recommendations in the future.

Ray reported that the Commission's specific questions to the City Attorney were responded to per the attached email. The draft ordinance will come before the Commission once more before scheduling the public hearing.

5. Transportation Commission Meeting Report

No report. The Commission is not expected to meet until September 10.

6. Announcements

The meeting adjourned at 8:47 p.m.

Robb Parish, Vice Chair

128 E. Third
Moscow, ID 83843
Bus (208) 883-1525
Fax (208) 883-3747
E-mail: inquire@latahrealty.com
www.latahrealty.com

City of Moscow Planning and Zoning Commission
206 3rd St.
Moscow, ID 83843

July 22, 2020

Dear commissioners,

First thank you for your volunteer service to the citizens of the city of Moscow. I am writing to support the proposed Preliminary Subdivision Plat, Planned Unit Development (PUD), and Rezoning of numerous parcels generally located north of the intersection of Sixth Street and Deakin Avenue within the City of Moscow by J&S holding Company, LLC.

This is a fantastic infill use of this property. Located in the corridor between the University and downtown, this project provides walkable access, with mixed use. The opportunity for more fee simple, newer housing options near downtown will allow for more pride of ownership. With pride of ownership, so goes the neighborhood for the better. Another significant benefit is for gentrification of an area which has primarily been undergraduates. I can see people from different generations wanting to live in the same place because of their love of the location and the lifestyle this project presents.

I have walked over the subject property for over 25 years as a student at Idaho. These tracks were a rocky, sometime weedy path to home. The dead corridor next to the University that the railroad once occupied just sat. It was industrial, ugly, and unkept. Since purchased some 15+ years ago, I have watched Jim form partnerships with adjacent landowners and thoroughly study the community and the University to learn and truly understand the flavor of our community and correlate it with the highest and best uses of the land. As you have or will learn, the partnerships he has formed and the level of study he has gone into to make this a thoughtful project are far and above any I have seen in my career in real estate in Moscow.

I hope you will examine this proposal as carefully as it has been made and support it. This is the right kind of project for this property at this time.

Regards,

Sean Wilson, Co-Owner, Designated Broker
Latah Realty, LLC

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Nate Suhr, Senior Engineering Technician, Alisa Anderson, Grants Manager	This was reviewed by the Public Works/Finance Committee on August 24, 2020 and forwarded to the City Council for public hearing on September 8, 2020 and with a recommendation for approval.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

PUBLIC HEARING: Community Development Block Grant Application (ACTION ITEM) - Alisa Anderson, Nate Suhr

DESCRIPTION

The City's Capital Improvement Plan (CIP) encourages combining future projects that share common goals to allow for the greatest efficiency and to maximize funding opportunities. These combined projects are excellent candidates for grant funding and if successful, grant funding can be leveraged to complement local funding and allow projects to be constructed ahead of schedule.

After analyzing the Parks and Recreation Capital Improvement Plan, City staff identified four separate projects at both Mountain View and Indian Hills Parks that align well with the goals of the Idaho Community Development Block Grant (ICDBG) program to enhance ADA access to these public park facilities.

These projects include the construction of an access path and bathroom retrofit at Mountain View Park and the installation of an accessible bathroom and construction of an ADA compliant parking space at Indian Hills Park. The preliminary cost estimate for the four projects is approximately $275,000 and the maximum grant request for this program is $225,000 resulting in a match requirement of approximately $50,000 of which $22,500 will be contributed as in-kind grant administration.

The Community Development Block Grant applications are due the third Monday in September (9/21/2020) and funds are awarded based on several factors including percentage of local match, overall need, impact of the project, and readiness to proceed. If awarded the project would be construction in the spring/summer 2021. This items was reviewed by the Public Works/Finance Committee on August 24, 2020.

STAFF RECOMMENDATION

After conducting the public hearing and consideration of testimony, approve submittal of an Idaho Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects to the Idaho Department of Commerce.

PROPOSED ACTIONS

PROPOSED ACTIONS: After conducting the public hearing and consideration of testimony, approve

submittal of an Idaho Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects to the Idaho Department of Commerce; or take such other action deemed appropriate.

FISCAL IMPACT

The total project cost is anticipated to be approximately $275,000 and the Idaho Community Development Block Grant request will be for $225,000. The match requirement will be $50,000 of which $22,500 will be contributed as in-kind grant administration and $27,500 of cash match will be funded through Parks and Recreation Department Capital Accumulations in the FY2021 Budget.

PERSONNEL IMPACT

This project will be designed and inspected by City of Moscow Engineering Division personnel. The grant will be administered by the City of Moscow Grants Manager.

ATTACHMENTS

1. Pre-App Public Hearing

NOTICE OF PUBLIC HEARING

City of Moscow
Proposed Grant Activities

A public hearing at which you may be present and speak will be held before the Moscow City Council, at which time the following grant request will be considered:

> The City of Moscow, Idaho, is submitting a proposal to the Idaho Department of Commerce for an Idaho Community Development Block Grant (ICDBG) in the amount of $225,000. The City has identified four separate public park improvement projects located at the Mountain View and Indian Hills parks that align well with the goals of ICDBG to provide ADA access to public park facilities. These projects include the construction of an ADA accessible path and bathroom retrofit at Mountain View Park, 2052 West Mountain View Road. The projects also include installation of an accessible bathroom and construction of an ADA compliant parking space at Indian Hills Park on the corner of Indian Hills Drive and South Blaine Street. The hearing will include a discussion of the grant application, location of the projects, scope of work, budget, and how the ICDBG funds benefit low-and moderate-income persons. The application, related documents, and ICDBG Application Handbook will be available for review.

HEARING DATE: Tuesday, September 8, 2020

HEARING LOCATION: Moscow City Hall Council Chambers
206 East Third Street, 2nd floor
Moscow, Idaho 83843

MEETING TIME: 7:00 p.m.

The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodations will be available, upon request, five (5) days prior to the hearing in a format that is usable to persons with disabilities. This Notice can also be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request. For more information, contact Alisa Anderson, Grants Manager, at 208-883-7600 or email at aanderson@ci.moscow.id.us.

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.

Bill Lambert, Mayor
Moscow City Hall
206 East Third Street, PO Box 9203
Moscow, Idaho 83843

_____
Laurie M. Hopkins, City Clerk

PUBLISH: August 29, 2020

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor, Sarah Banks, Finance Director	This was reviewed by the Public Works/Finance Committee on August 24, 2020 and forward the item to the full Council for a public hearing to take place September 8, 2020.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

PUBLIC HEARING: Open Budget for Fiscal Year 2019-2020 (FY2020) (ACTION ITEM) - Gary J. Riedner / Sarah Banks

DESCRIPTION

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards, and the City Council has authorized expenditures, including fleet purchases including a Sewer Jet-Vac truck, police body cameras and equipment for employees working remotely and unanticipated capital projects. Staff is proposing to amend Ordinance 2019-09 in the amount of $2,201,207 to accommodate the authorized appropriations.

STAFF RECOMMENDATION

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

PROPOSED ACTIONS

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

FISCAL IMPACT

$2,201,207

PERSONNEL IMPACT

ATTACHMENTS

1. FY2020 Open Budget Memo
2. Budget Revisions FY2020
3. Open Budget Ordinance FY2020_tfk_mb

MEMORANDUM

To: Gary J. Riedner, City Supervisor

From: Sarah L. Banks, Finance Director

c: Mayor & City Council

Date: August 18, 2020

Re: Open Budget FY2020

This year there are seven changes totaling $2,201,207 recommended for the FY2020 open budget process. These recommended changes are in anticipation of the public hearing scheduled for September 8, 2020.

General Fund:

In 2019, the State of Idaho provided EMSI with a $300,000 economic development incentive from the State's Opportunity Fund to reimburse EMSI for a portion of the cost of public improvements associated with their project. Under the program, the City will reimburse EMSI for the improvements in four equal installments upon achievement of identified milestones and then the State will reimburse the City. EMSI has reached the first three milestones, and the City is in the process of making the first three reimbursement payments in the total amount of $262,500. The revenue ($262,500) will come into General Fund State Grant Revenues (101-000-00-434-00) and expensed to EMSI out of General Fund Non-Departmental - Economic Development (101-140-10-670-25).

Streets Fund:

In FY2019, Streets started an asphalt patching project with anticipation to complete by fiscal year end. Due to circumstance, the project was not completed until FY2020. The revenue ($27,000) came from Streets Fund Beginning Fund Balance (105-000-00-900-01) and was expensed from Streets Fund Maintenance (105-150-40-632-74).

Fleet Fund:

In FY2020, Fleet replaced Unit #148 Jet-Vac Truck with a new Jet-Vac Truck . The revenue ($372,452) came from Fleet Beginning Fund Balance (290-000-00-900-01)and was expensed from Fleet Vehicles – Sewer (290-130-60-770-75).

Information Systems Fund:

In FY2020, the Police Department requested the purchase of body-worn cameras. This purchase is to provide additional evidence, enhancing transparency of contacts between officers and community members, and to increase accountability of all parties to a law enforcement contact.

The revenue ($90,000) will from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed from Information Systems Equipment - Public Safety (295-135-20-770-74).

In FY2020, the City became eligible for reimbursement under the CARES funding for COVID -19 response to purchase necessary equipment needed to allow employees to be the most effective with COVID – 19 in current operations that include the need for some employees to work remotely or in the event of another shutdown that will require more employees to work remotely. Purchases must first be made, then funds can be requested for reimbursement. In anticipation of reimbursement, the revenue ($170,255) will initially come from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed ($158,830) from Information Systems Minor Equipment – IS (295-135-10-690-15) and ($11,425) from Information Systems Professional Services – IS (295-135-10-642-35).

Capital Projects Fund:

Though not required to be included in the open budget process, on June 15, 2020, the City Council approved the use of appropriated funds from the voter-approved May 19, 2019 General Obligation Bond and some reprioritized future Capital Project funds to purchase the Haddock building for use as an office building to house certain City operations ($850,000).

In FY2020, Fire requested the use of Fire Station #3 bonds to upgrade their malfunctioning radio system and repair Fire Station #3 sink. The radio system will allow for increased communication between dispatch and the volunteers, residents, and career staff. The sink repair will allow for proper clean up after meetings and increased use of the facility. The revenue for both ($15,000) will come from Capital Projects Beginning Fund Balance (350-000-00-900-01) and will be expensed from Capital Projects General Government – Fire Station #3 Bond Expense (350-310-20-770-74).

In FY2020, the City received reimbursement for the A St. Capital Streets Project from Idaho Transportation Department (ITD). The revenue ($1,264,000) was receipted into Capital Projects Refunds & Reimbursements (350-000-00-479-01) and will flow through to Capital Projects Ending Fund Balance (350-310-10-990-00) at FY2020 year end. These funds are reserved for future Streets Capital Projects per the Capital Improvement Plan (CIP).

BUDGET REVISIONS DETAIL 2020

Explanation

This year there are seven changes totaling $2,201,207 recommended for the FY2020 open budget process. These recommended changes are in anticipation of the public hearing scheduled for September 8, 2020.

GENERAL FUND

Revenue

State Grant Revenues (1)	$262,500
Total Unanticipated and Unallocated Revenues	**$262,500**

Total Proposed General Fund Use of Funds:

Economic Development (1)	$262,500
Total General Fund Proposed Uses	**$262,500**

In 2019, the State of Idaho provided EMSI with a $300,000 economic development incentive from the State's Opportunity Fund to reimburse EMSI for a portion of the cost of public improvements associated with their project. Under the program, the City is required to reimburse EMSI for the public improvements in four equal installments upon achievement of identified milestones and then the State will reimburse the City. EMSI has reached the first three milestones, and the City is in the process of making the first three reimbursement payments in the total amount of $262,500. The revenue ($262,500) will come into General Fund State Grant Revenues (101-000-00-434-00) and expensed to EMSI out of General Fund Non-Departmental - Economic Development (101-140-10-670-25).

STREETS FUND

Revenue

Streets Beginning Fund Balance (1)	$27,000
Total Unanticipated and Unallocated Revenues	**$27,000**

Total Proposed Streets Fund Use of Funds:

Maintenance (1)	$27,000
Total Streets Fund Proposed Uses	**$27,000**

In FY2019, Streets started an asphalt patching project with anticipation to complete by fiscal year end. Due to conditions of construction, the project was unable to be completed until the beginning of FY2020. The revenue ($27,000) came from Streets Fund Beginning Fund Balance (105-000-00-900-01) and was expensed from Streets Fund Maintenance (105-150-40-632-74).

FLEET FUND

Revenue

Fleet Beginning Fund Balance (1)	$372,452
Total Fleet Resources	**$372,452**

Total Proposed Fleet Use of Funds:

Fleet Vehicles - Sewer (1)	$372,452
Total Fleet Fund Uses	**$372,452**

In FY2020, Fleet replaced Unit #148 Jet-Vac Truck with a new Jet-Vac Truck . The revenue ($372,452) came from Fleet Beginning Fund Balance (290-000-00-900-01) and was expensed from Fleet Vehicles – Sewer (290-130-60-770-75).

INFORMATION SYSTEMS FUND

Revenue

Information Systems Beginning Fund Balance (1, 2)	$260,255
Total IS Fund Resources	**$260,255**

Total Proposed Information System Use of Funds:

Information Systems Equipment – Public Safety (1)	$90,000
Information Systems Minor Equipment – IS (2)	$158,830
Information Systems Professional Services – IS (2)	$11,425
Total IS Fund Uses	**$260,255**

In FY2020, the City Council authorized the purchase of body-worn cameras. This purchase is to enhance transparency of contacts between officers and community members, increase accountability of all parties to a law enforcement contact, and to provide additional evidence. The revenue ($90,000) will come from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed from Information Systems Equipment - Public Safety (295-135-20-770-74).

In FY2020, the City became eligible for reimbursement under the CARES funding for COVID - 19 response to purchase necessary equipment needed to allow employees to be the most effective with COVID – 19 in current operations that include the need for some employees to work remotely or in the event of another shutdown that will require more employees to work remotely. Purchases must first be made, after which funds will be requested for reimbursement. In anticipation of reimbursement, the revenue ($170,255) will initially come from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed ($158,830) from Information Systems Minor Equipment – IS (295-135-10-690-15) and ($11,425) from Information Systems Professional Services – IS (295-135-10-642-35).

CAPITAL PROJECTS FUND

Revenue

Capital Projects Beginning Fund Balance (1)	$15,000
Idaho Transportation Department (ITD) (2)	$1,264,000
Total Capital Projects Resources	**$1,279,000**

Total Proposed Use of Capital Projects Funds

Capital Projects General Government – Fire Station #3 Bond Expense (1)	$15,000
Capital Projects General Government – Ending Fund Balance (2)	$1,264,000
Total Capital Projects Fund Uses	**$1,279,000**

In FY2020, the Fire Department requested the use of Fire Station #3 bonds to upgrade their malfunctioning radio system and repair a sink in Fire Station #3. The radio system will allow for increased communication between dispatch and the volunteers, residents, and staff. The sink repair is necessary for maintenance and upkeep of the facility. The revenue for both ($15,000) will come from Capital Projects Beginning Fund Balance (350-000-00-900-01) and will be expensed from Capital Projects General Government – Fire Station #3 Bond Expense (350-310-20-770-74).

In FY2020, the City received reimbursement for the A St. Capital Streets Project from Idaho Transportation Department (ITD). The revenue ($1,264,000) was receipted into Capital Projects Refunds & Reimbursements (350-000-00-479-01) and will flow through to Capital Projects Ending Fund Balance (350-310-10-990-00) at FY2020 year end. These funds are reserved for future Streets Capital Projects per the Capital Improvement Plan (CIP).

ORDINANCE NO. 2020 – ___

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2019 – 09, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; TO APPROPRIATE MONIES IN THE SUM OF ONE HUNDRED THREE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS ($103,648,252); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1: That Ordinance No. 2019 – 09, the Appropriation Ordinance for the City of Moscow, Idaho, for the fiscal year commencing October 1, 2019 and ending September 30, 2020, be and the same is hereby amended as follows:

	FY2020 ORIGINAL BUDGET	AMENDED BUDGET	FY2020 FINAL BUDGET
General Fund			
General Government	$8,267,197	$262,500	$8,529,697
Public Safety	8,584,700	0	8,584,700
TOTAL	**$16,851,897**	**$262,500**	**$17,114,397**
STREET FUND	**$3,332,714**	**$27,000**	**$3,359,714**
TRANSIT CENTER FUND	**$36,508**	**$0**	**$36,508**
Culture & Recreation			
Parks & Recreation Fund	$3,397,237		$3,397,237
MSDCP	148,734		148,734
1912 Center Fund	110,100		110,100
Hamilton Trust Fund	93,903		93,903
Total	**$3,749,974**	**$0**	**$3,749,974**
Water Fund	**$6,770,380**	**$0**	**$6,770,380**
Sewer Fund	**$9,699,474**	**$0**	**$9,699,474**
Sanitation Fund	**$6,205,773**	**$0**	**$6,205,773**

Fleet Management Fund	**$3,562,993**	**$372,452**	**$3,935,445**
Information Systems Fund	**$1,746,953**	**$260,255**	**$2,007,208**
Capital Projects Funds			
Water Capital Projects Fund	$7,293,632		$7,293,632
Sewer Capital Projects Fund	10,018,376		10,018,376
Sanitation Capital Projects Fund	5,935,060		5,935,060
Capital Projects Fund	15,292,981	1,279,000	16,571,981
LID Construction Fund	166,748		166,748
Total Capital Construction Funds	**$38,706,797**	**$1,279,000**	**$39,985,797**
Debt Service Fund			
General Obligation Debt Fund	$10,752,964		$10,752,964
Special Assessments Fund	$30,618		$30,618
Total Debt Service Funds	**$10,783,582**	**$0**	**$10,783,582**
GRAND TOTAL	**$101,447,045**	**$2,201,207**	**$103,648,252**

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 3: EFFECTIVE: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

THIS ORDINANCE was passed under suspension of the rules. A roll call vote was duly taken and this Ordinance was duly enacted as an ordinance of the City of Moscow at a regular meeting of the City Council held September 8, 2020.

APPROVED by the Mayor this _____ day of September, 2020.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Resolution to Extend Public Health Emergency Order 20-04 (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

Pursuant to Moscow City Code Title 1, Chapter 11, Section 5(B), on September 2, 2020, Mayor Lambert issued Public Health Emergency Order 20-04, allowing temporary childcare/tutoring facilities to operate under the definition of a daycare but with certain reduced requirements within the City of Moscow. Pursuant to Idaho Code section 46-1011, and MCC 1-11-5(B), the Public Health Emergency Order is effective for seven (7) days, unless extended by resolution of the City Council. The attached draft resolution extends Emergency Order 20-04 until January 1, 2021.

Following the recent decision of the Moscow School District to have students attend in-class instruction for two days per week with three additional days of on-line instruction due to the COVID-19 pandemic, the City has received a number of calls from daycare providers and others expressing the desire to open tutoring centers to assist children and parents during this extraordinary event. City Staff met to discuss the matter and identify what actions the City could take to assist the community during this event, while also ensuring the safety of the children who may be served by these temporary facilities.

Staff has prepared a temporary Day Care/Tutoring Center proposal to help meet the potential anticipated community need. The proposal was presented to Administrative Committee on August 24, 2020.

STAFF RECOMMENDATION

Adopt the resolution extending Public Health Emergency Order 20-04 until January 1, 2021.

PROPOSED ACTIONS

PROPOSED ACTIONS: Adopt the resolution extending Public Health Emergency Order 20-04 until January 1, 2021, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Temporary Tutoring centers
2. Authorizing Continuation of Public Health Emergency Order 20-04

City of Moscow
Community Planning & Design

Memo

To: Gary Riedner, City Supervisor

From: Bill Belknap, Deputy City Supervisor

Date: August 19, 2020

Re: Temporary Child Care/Tutoring Center Proposal

Following the recent decision of the Moscow School District to have students attend in-class instruction for two days per week with three additional days of on-line instruction due to the COVID-19 pandemic, the City has received a number of calls from daycare providers and others expressing the desire to open tutoring centers to assist children and parents during this extraordinary event. City Staff met to discuss the matter and identify what actions the City could take to assist the community during this event, while also ensuring the safety of the children who may be served by these temporary facilities.

Child Care/Day Care Definitions

There are four separate sections of City Code that pertain to these types of facilities including the City's Daycare, Zoning, Building and Fire Code Regulations. Each of the four code sections contains different definitions of child care and educational facilities that are not entirely consistent, but generally encompass learning centers and similar facilities. Specifically, the Code defines Day Care and Day Care Facilities as shown below. There are exceptions to the Day Care Facility definition, but none appear to address tutoring centers.

> ***Day Care:*** *For purposes of this Chapter, Day Care shall not include any arrangement for the care of Related children; however, a Day Care License shall be required pursuant to this Chapter where the total number of children who are not Related and who are provided direct care and supervision in a home or Facility exceeds five (5) children.*
>
> ***Day Care Facility:*** *Any business, place of business, home, residence, or establishment which provides Day Care. This definition includes any Premises, location, play area, playground, organization, institution, partnership, public school, private school, home, residence, dwelling, group home, foster home, place or facility whether such business or concern calls itself a mini school, kindergarten, nursery, preschool, club, cooperative, mother's-day-out, after school program, all-day kindergarten program, a kindergarten plus program, learning center or any other business whose activity is the same or substantially similar to a Day Care operation or concern. The definition of Day Care Facility shall not include:*

1. Any institution, school or facility operated by or under the direction of the State of Idaho by any agency or political subdivision of the State of Idaho or by any other public body or public entity, except for an after-school program or the like.

2. Any preschool, elementary, junior high, or high school licensed and designated as such by the State of Idaho, except for an after-school program or the like.

3. Any medical or hospital facility operated pursuant to license issued by the State of Idaho.

4. Any day camp, summer camp, sports camp, or similar program designed primarily for children to attend, as long as such camp or program does not exceed a total of twelve (12) weeks during a calendar year, or not more often than once a week.

5. The occasional care of a neighbor's, relative's, or friend's child or children by a person not ordinarily in the business of providing Day Care.

6. The operation of a private school or religious school for educational purposes for children over four (4) years of age or a religious kindergarten.

7. The provision of Day Care exclusively for children of parents who are simultaneously in the same building as such children.

The Zoning Code contains a definition of child care facilities which also includes learning centers and any other business whose activity is the same or substantially similar to a Child Care facility.

30. Child Care Facility. *Any business, place of business or establishment which provides Child Care. This definition includes any premises, location, play area, playground, organization, institution, partnership, school, home, residence, dwelling, group home, foster home, place or facility whether such business or concern calls itself a mini school, kindergarten, nursery, pre-school, club, cooperative, mother's-day-out, learning center or any other business whose activity is the same or substantially similar to a Child Care operation or concern.*

a. The definition of Child Care Facility shall not include:

(1) Any institution, school or facility operated by or under the direction of the State of Idaho, by any agency or political subdivision of the State of Idaho, or by any other public body or public entity.

(2) Any elementary, junior high, or high school licensed and designated as such by the State of Idaho.

(3) Any medical or hospital facility operated pursuant to license issued by the State of Idaho.

(5) The number of children in each of the above classifications (1) through (4) may be increased with the addition of school aged children (first grade and up) from 3:00 p.m. until 6:00 p.m. on weekdays, on teacher work days, and on snow days, without affecting the classification level.

Day Care Regulations

The Day Care regulations cover a broad range of elements related the operation of such facilities to ensure the safety of the children in the facilities. Largely, the code requires background checks, CPR and First Aid training and 4 hours of annual training and/or continuing education for all employees. The Code also establishes ratios between children and staffing levels depending upon the age of the children served calculated through a point system. Additionally, the Day Care regulations require an outdoor play area for exercise and recreation.

Zoning Regulations

The Zoning Code addresses the allowance of day care/educational facilities within the City including where they are allowed by right and as a conditionally permitted use, as well as limited development standards that address items such as required loading zones and off-street parking requirements. Day care/education facilities are largely considered to be conditionally permitted uses within most residential and commercial zoning districts in Moscow with few exceptions. The Zoning Code also addresses home-based businesses called home occupations and instruction of up to four students is currently an allowed use by right in residential zoning districts and more than four students may be allowed by a conditional use permit.

Given that the Moscow School District will be starting instruction on September 14th and the approximate 45-60 day time period to obtain a conditional use permit (CUP), it appears the CUP requirement is the largest impediment to the rapid establishment of potentially necessary child care facilities prior to the start of the school year on September 14.

Potential Proposal

Through discussions between the Planning, Building Safety, Fire, Police and Legal Departments, Staff is proposing a Temporary Child Care/Tutoring Facility License program to assist in meeting the immediate needs facing the community, while retaining the life safety protections currently in place. An outline of the program is detailed below.

The Temporary Child Care/Tutoring Facilities will fall under the definition of a Day Care Facility and will follow the current City Code requirements with the following exceptions:

- **Day Care Ordinance**
  - All background check requirements will apply with the following exceptions:
    - In order to expedite license issuance, day care providers will be issued a temporary license upon successful passage of the local and ISP background checks while waiting for the Health and Welfare check which can take up to 2 weeks
    - Background checks for children 13 years and older who are receiving care at the facility will not be required, however such children shall not be allowed to be with children under the age of 13 years without supervision of a day care provider
  - The outdoor play area requirement will be waived for these temporary facilities to expand the number of available facilities and buildings that would be suitable for the temporary use
  - The 4-hour training/continuing educational requirement for day care providers will be waived during the temporary program

        - Day care providers will be required to complete the on-line CPR and First Aid training program and the in-person training will be waived for the temporary facilities
        - All current child-provider ratio requirements will apply
    - **Zoning Code**
        - The City will waive the requirement to obtain a conditional use permit for all temporary child care/tutoring center facilities in all commercial zoning districts, and temporary child care/tutoring center facilities (up to 20 children) in all residential zoning districts
        - All other zoning standards for loading and parking will continue to be required
        - Screening of outdoor play areas will be waived
    - **Building Code**
        - All temporary child care/tutoring facilities will continue to be classified as a Group E Occupancy and meet all life safety requirements
    - **Duration**
        - All temporary child care/Tutoring facilities will be issued a temporary day care facility license to expire on January 1, 2021 subject to Council review and extension of the Temporary Child Care/Tutoring Facility License program depending upon local conditions
        - Following, or prior to the expiration of the temporary period, the facility operator may apply for a conditional use permit (where required) to allow the permanent continuation of the facility

It is anticipated the program and temporary suspension of some Day Care and Zoning regulations could be accomplished by an emergency declaration which grants the Mayor and Council the authority to modify ordinances during a time of emergency.

RESOLUTION NO. 2020 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE ACCEPTANCE AND EXTENSION OF THE MAYOR'S PUBLIC HEALTH EMERGENCY ORDER 20-04, MADE EFFECTIVE SEPTEMBER 2, 2020 AND EXTENDED BY COUNCIL ON SEPTEMBER 8, 2020 WITH AN EXPIRATION AT 11:59 P.M. ON JANUARY 1, 2021; AND PROVIDING THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the health and safety of all citizens of the city of Moscow is the greatest priority and is of the upmost importance to the Mayor and City Council; and

WHEREAS, Idaho cities are authorized by Idaho Constitution Article XII, Section 2, to enforce, within the city limits all such local police, sanitary and other regulations as are not in conflict with the city's charter or with the general laws of the state; and

WHEREAS, Idaho Code § 50-302, enables cities to promote the general welfare of its citizens; and

WHEREAS, Idaho Code § 50-304, grants cities the authority to prevent the introduction of contagious diseases into the city and make quarantine laws for that purpose; and

WHEREAS, pursuant to Moscow City Code, Title 1, Chapter 11 and the authority pursuant to Idaho Code, in order to effectively preserve the health and safety of the public, the Mayor is granted the emergency powers to issue public health emergency orders; and

WHEREAS, the Centers for Disease Control and Prevention (hereinafter "CDC") identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high", and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

WHEREAS, under Idaho Code § 50-301, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in city affairs that are not in conflict with the general laws or the constitution of the state of Idaho; and

WHEREAS, on September 2, 2020, Bill Lambert, Mayor of the City of Moscow, Idaho proclaimed and declared Public Health Emergency Order No. 20-04; and

WHEREAS, it is deemed necessary by the Council of the City of Moscow to extend such Public Health Emergency Order No. 20-04 to provide for the ongoing need for the temporary suspension of daycare and zoning regulations to assist with the COVID-19 pandemic response and mitigation by offering a temporary child care/tutoring facility license program to meet the immediate and emergency needs of the community to support its kindergarten through 12th grade students as reduced in-class instruction is mandated by Moscow School District, while maintaining a process to retain the life and safety protections that are currently in place;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moscow as follows:

The Public Health Emergency Order 20-04, allowing temporary childcare/tutoring facilities to operate under the definition of a daycare but with reduced requirements within the City of Moscow, Latah County, Idaho, signed into effect on September 2, 2020, by Mayor Bill Lambert, attached as Exhibit A, shall be continued and remain in effect until 11:59 p.m. on January 1, 2021.

That this Resolution shall become effective as of the ____ day of September, 2020.

PASSED BY THE CITY COUNCIL AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of September, 2020.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

Exhibit A

NO. 608362
AT THE REQUEST OF
CITY OF MOSCOW
DATE & HOUR
9-2-2020 3:50
HERMAN G. KUNZLER
LATAH COUNTY RECORDER
FEE $ 0 BY S. Magnuson

THE CITY OF MOSCOW

PUBLIC HEALTH EMERGENCY ORDER No. 20-04

TEMPORARY SUSPENSION OF DAYCARE AND ZONING REGULATIONS TO ASSIST WITH THE COVID-19 PANDEMIC RESPONSE AND MITGATION

September 2, 2020

WHEREAS, the health and safety of all citizens of the city of Moscow is the greatest priority and is of the upmost importance of the Mayor and City Council; and

WHEREAS, the coronavirus (hereinafter, COVID-19), is a respiratory disease caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person, which can result in serious illness or death thereby threatening widespread and/or severe damage to life or property thereby creating an "emergency" as defined by Idaho Code § 46-1002; and

WHEREAS, the Centers for Disease Control and Prevention (hereinafter "CDC") identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high", and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak a "public health emergency of international concern"; and

WHEREAS, on January 31, 2020, Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 11, 2020, The World Health Organization (WHO) made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 13, 2020, the Idaho Governor Brad Little, pursuant to Idaho Code § 46-1008, declared a state of emergency due to COVID-19, which is still in effect; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 11, 2020 which is still in effect; and

WHEREAS, on March 13, 2020, Moscow Mayor Bill Lambert issued a Local Emergency Proclamation, declaring a local disaster emergency due to the occurrence and imminent threat to public health and safety arising from the effects of the 2019 novel coronavirus (COVID-19), pursuant to Idaho Code § 46-1011 and other relevant sections of Idaho Code; and

WHEREAS, on August 31, 2020, Whitman County, which is located at the western Moscow City limits, reported it has 498 confirmed cases of COVID-19; and

WHEREAS, on August 31, 2020, Spokane County, which is located less than 79 miles from Moscow, reported it has 5,307 confirmed cases of COVID-19; and

WHEREAS, on August 31, 2020, the state of Idaho reported 32,088 confirmed and probable cases of COVID-19, 2,168 of which are located in Kootenai County and where Kootenai County has been identified as a "hotspot" by the Idaho Department of Health and Welfare, which is located less than 80 miles to the north of Moscow; and

WHEREAS, on August 31, 2020, Latah County has 242 confirmed and probable cases of COVID-19; and

WHEREAS, on August 31, 2020, The Idaho North Central District, which includes Clearwater County, Idaho County, Latah County, Lewis County and Nez Perce County is reporting a total of 609 confirmed and probable cases of COVID-19; and

WHEREAS, the Department of Health and Human Services Centers for Disease Control ("CDC") is reporting that as of August 31, 2020, the United States has 5,972,356 confirmed cases of COVID-19, and 182,622 total deaths; and

WHEREAS, Idaho is currently in Stage 4 of Governor Little's Idaho Rebound Plan, which no longer has any mandatory requirements as the previous Stay Healthy Orders; and

WHEREAS, Governor Little has stated his office will continue to monitor statewide COVID-19 activity, but is relying on the public health districts and the local leaders to respond in a manner they deem appropriate to address their community's needs; and

WHEREAS, both the CDC, the federal government, and the Idaho Department of Health and Welfare and the Idaho North Central Health District have recommended practices to prevent the rapid spread of COVID-19, including maintaining six (6) feet of physical distancing from non-household members and the wearing of face coverings when in public settings and the six feet of physical distancing from others cannot reliably be maintained. The policies, along with other information, are available on the CDC's official COVID-19 website. (https://www.cdc.gov/coronavirus/2019-ncov/index.html).; and

WHEREAS, the spread of COVID-19 continues to threaten the life and health of the public and public health is imperiled by the person-to-person spread of COVID-19, and the reduction of opportunities for the person-to-person transmission of COVID-19 is necessary to combat the spread of the disease; and

WHEREAS, Idaho cities are authorized by Idaho Constitution Article XII, Section 2, to enforce, within the city limits all such local police, sanitary and other regulations as are not in conflict with the city's charter or with the general laws of the state; and

WHEREAS, under Idaho Code § 50-301, the City, as a municipal corporation of the State of Idaho, has the authority to exercise all powers and perform all functions of local self-government in city affairs that are not in conflict with the general laws or the constitution of the state of Idaho; and

WHEREAS, under Idaho Code § 50-302, the City is empowered to make all such ordinances, bylaws, rules, regulations and resolutions not inconsistent with the laws of the state of Idaho as may be expedient, in addition to the special powers in this act granted, to maintain the peace, good government and welfare of the corporation and its trade, commerce and industry; and

WHEREAS, under Moscow City Code section 2-1-7 and Idaho Code § 50-304, the City may pass all ordinances and make all regulations necessary to preserve the public health; prevent the introduction of contagious diseases into the city; make quarantine laws for that purpose and enforce the same within five (5) miles of the city; and

WHEREAS, under Idaho Code § 50-606, the Mayor shall have such jurisdiction as may be vested in him/her by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof, and shall have jurisdiction in all matters vested in him/her by ordinance, except taxation, within one (1) mile of the corporate limits of said city and over such properties as may be owned by the city without corporate limits; and

WHEREAS, pursuant to Moscow City Code, Title 1, Chapter 11 and the authority pursuant to Idaho Code, in order to effectively preserve the health and safety of the public, the Mayor is granted the emergency powers to issue public health emergency orders; and

WHEREAS, on August 3, 2020, the Moscow City Council passed Resolution 2020-17 continuing the Amended Public Health Emergency Order 20-03, ordering every person in the City of Moscow to wear a face covering when in a public setting when the 6-foot physical distancing cannot be maintained; and

WHEREAS, the Moscow School District has elected to have kindergarten through 12th grade students attend in-class instruction for two days per week with three days of on-line instruction due to the COVID-19 pandemic, while also allowing families to elect all on-line instruction without in-class instruction; and

WHEREAS, the City has received repeated requests from daycare providers and other community members expressing the desire to open tutoring centers or offer tutoring services to assist children and parents during this extraordinary event; and

WHEREAS, City staff is proposing a temporary suspension of certain regulations to allow for a Temporary Child Care/Tutoring Facility License Program to assist in meeting the

immediate needs facing the community, while still having a process to retain the life and safety protections that are currently in place; and

WHEREAS, the risk of community spread throughout the city of Moscow is a continued threat, especially due to our unique location in Idaho and our close proximity to states and locations where there is a large number of confirmed COVID-19 cases and evidence of community spread.

NOW, THEREFORE, I, Bill Lambert, Mayor of the City of Moscow, Idaho, by virtue of the authority vested in me by the Constitution and laws of the state of Idaho, Moscow City Code Title 1-11-05(B), and the common law authority to protect the public in the event of an emergency, in order to encourage and enforce Social/Physical Distancing of non-household members and reduce the potential for spread of the COVID-19 virus, and to meet the immediate and emergency needs of the community to support its kindergarten through 12th grade students as reduced in-class instruction is mandated by Moscow School District, hereby order as follows:

1. The Temporary Child Care/Tutoring Facilities will fall under the definition of a Day Care Facility and will follow the current City Code requirements with the following exceptions:

- **Day Care Ordinance**
  - The outdoor play area requirement under Moscow City Code 9-10-19. A. 2.g., will be waived for these temporary facilities to expand the number of available facilities and buildings that would be suitable for the temporary use.
  - The 4-hour training and continuing educational requirement for day care providers under Moscow City Code 9-10-19. H., will be waived during the temporary program.
  - All Day Care providers will be required to complete the on-line CPR and First Aid training program, however during the temporary license period the full Red Cross, American Heart Association, or equivalent first aid treatment certification and child/infant cardiopulmonary resuscitation (CPR) and pediatric rescue breathing certification required under Moscow City Code 9-10-19. F., will be waived for the temporary facilities.
  - All other Day Care Ordinance requirements and standards shall apply.

- **Zoning Code**
  - The City shall temporarily waive the requirement to obtain a Conditional Use Permit as may be required under Moscow City Code 4-3-4 for all temporary child care/tutoring center facilities in all commercial zoning districts, and temporary child care/tutoring center facilities (up to 20 children) in all residential zoning districts.
  - Screening of outdoor play areas required by Moscow City Code 4-3-5. C. 2., shall be waived during the temporary license period.
  - All other Moscow Zoning Code standards shall apply.

- **Duration**
  - All temporary child care/tutoring facilities will be issued a temporary day care facility license to expire on September 8, 2020 at 12:59 p.m., unless extended by resolution of City Council.
  - Following, or prior to the expiration of the temporary period, the facility operator may apply for a conditional use permit (where required) to allow the permanent continuation of the facility in accordance will all standards and requirements of Moscow City Code.

2. **Exemptions.** Nothing in this order shall constrain the duties and powers of the City, the Mayor, or other governmental agencies.

This Emergency Order shall take effect at 12:00 a.m. on September 2, 2020, and shall remain in full force and effect for seven (7) days, subject to be extended by City Council through Resolution unless it is terminated or modified at an earlier date.

IN WITNESS WHEREOF, I have hereunto set my hand on this 2nd day of September, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Tyler Palmer, Deputy Director - Operations, Tim Davis, Sanitation Operations Manager	This was reviewed by the Public Works/Finance Committee on August 24, 2020 and was forwarded to the full Council for discussion.
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

AGENDA ITEM TITLE

Solid Waste Franchise Agreement Amendment (ACTION ITEM) - Tim Davis / Tyler Palmer

DESCRIPTION

There are four areas within the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc. (LSI), being proposed to be amended. LSI has requested financial relief from the City for revenue losses experienced from the operations of the Moscow Recycling Center and additional compensation for necessary extra garbage and recycling routes, resulting from the decision by City Council, in 2016, not to eliminate residential alley collection of solid waste and recycling, proposed at that time. The proposal removes tires and household hazardous waste disposal costs from the current miscellaneous rate. These items would be compensated, as they were prior to 2013, an as a direct reimbursement to LSI for actual costs. The City will also relieve LSI of the majority of the recycling education duties and shift the education role in-house for efficiency and cost savings.
LSI/MR is compensated for the operation of the Moscow Recycling Center by two methods. First, they receive a processing fee, from the City based on tonnage for baling and processing collected recycled materials. Secondly, they are allowed to retain the revenues from the sale of the recycling materials. Policy changes in China in the past several years have led to major disruption in the recycling market, resulting in historically low recycling revenue. Staff has developed a formula, using an independent marketing index, which engages the City as a partner with LSI/MR regarding the revenues from the sales of recycling materials. It is being proposed that this formula be applied retroactively to fiscal year 2019, resulting in a payment amount of $98,643.84 to LSI/MR for revenue losses in fiscal 2019. This formula and any future payments or revenue sharing, will be calculated at the end of each fiscal year.

In 2016, LSI responded to a Request for Proposal by the City of Moscow to provide single stream recycling services. That response outlined, and based costs on, several proposed changes to collection routing to eliminate alley service for both garbage and recycling collection efficiencies. After notices of these changes were sent to approximately 450 customers, concerns were brought forward and the City Council then decided to continue alley collections. At that time, it was agreed that the extra alley routes would be reviewed by LSI for efficiencies/inefficiencies. LSI has since altered routing twice to maximize efficiencies, but it remains necessary to run extra routes, staff and equipment averaging fourteen hours per week. LSI is requesting additional compensation of $5,121.13 per month for these extra routes.
Cost for these amendments will be covered through the contingency line of the FY2021 Sanitation Fund budget.

STAFF RECOMMENDATION

Approve the Resolution Amending the Solid Waste Franchise Agreement Exhibits A, C, D E, and G.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Resolution Amending the Solid Waste Franchise Agreement Exhibits A, C, D E, and G, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Recycling Center Proposal 2-20 Signed
2. SolidWasteExhibitAmendments_Draft_Resolution only
3. Ex A - Amendment 2020 (Draft)
4. Ex C - Amendment 2020 (Draft)
5. Ex D - Amendment 2020 (Draft)
6. Ex E - Amendment 2020 (Draft)
7. Exhibit G FY21 proposed Amendment

CITY OF MOSCOW IDAHO
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

February 25, 2020

Brandon Johnson
Latah Sanitation, Inc.
P.O. Box 8036
Moscow, ID 83843

RE: Moscow Recycling Center Financial Relief

Dear Brandon:

The City of Moscow granted Latah Sanitation, Inc. (LSI) a non-exclusive franchise to operate a solid waste collection and disposal system for an initial term of ten (10) years beginning on October 1, 1993 and ending September 30, 2003. Under the agreement, the franchise was renewable at the City's sole discretion for two (2) successive terms of ten (10) years.

On November 16, 1998, the City of Moscow granted a non-exclusive franchise to LSI for curbside collection of recyclable materials with an initial term of three (3) years. The agreement was renewable at the City's sole discretion for one (1) consecutive term of two (2) years and then provided for four (4) consecutive terms of five (5) years each. The agreement also provided that the City, in its sole discretion, after the first three (3) year term and the renewable two (2) year term, had the authority to incorporate the curbside recycling agreement into the franchise agreement with LSI, which the City did by ordinance in 2003.

In 2003, the City of Moscow also exercised its authority to renew the non-exclusive franchise agreement with LSI for the operation of solid waste collection and disposal system for a term of ten (10) years beginning October 1, 2003 and ending September 30, 2013. This agreement provided for one (1) renewable ten (10) year term at the City's sole discretion.

On April 15, 2013, the Moscow City Council amended Moscow City Code Title 9, Chapter 9, to include provisions for the use of roll carts for solid waste collections. This new collection system and other revisions to the franchise agreement were negotiated between the City of Moscow and LSI for over two (2) years before an agreement was reached. During these negotiations, the entire franchise agreement was reviewed and scrutinized by both parties. The City Council approved the extension of and amendment to the 2003 solid waste franchise agreement with LSI. The term of this renewal provided that the non-exclusive franchise agreement be renewable at the unqualified discretion of the City for one (1) successive term of ten (10) years.

On April 6, 2015, the City Council approved the proposal from LSI for the single stream recycling program. The City also granted an extension to the franchise agreement ending September 30, 2035. This extension was due, in part, to allow

the franchisee an extended period of time to recover losses suffered from the franchisee ordering the wrong colored carts for the new program. The City also assisted with the cost to purchase the second order of carts, which the franchisee is paying back to the City over a five-year period.

The point being made in mentioning this historic information, is the fact that the franchise agreement has served both parties well for the past twenty-seven (27) years and has undergone many amendments and extensions over the years as well. Most amendments were made due to changes or additions to City programs. Each amendment also required many negotiations and revisions applied to the agreement along the way and allowed both parties to thoroughly review and scrutinize the entire franchise agreement. Each amendment and change of programs required both parties to perform their own due diligence and required many hours of work from both the City and LSI.

LSI has recently requested financial relief from the City for revenue losses from the operation of Moscow Recycling Center. While none of the new City programs incorporated into the franchise agreement over the years have significantly affected the cost of operations at Moscow Recycling, there has most certainly been a negative affect on recycling commodity prices since the China regulations were implemented in 2017. The City of Moscow recognizes that all domestic U.S. recycling commodity prices have been severely affected by the China regulations and LSI is not alone in realizing diminished returns on the sales of recycling commodities for the past year or so.

While the City of Moscow is not contractually obligated in any manner to grant LSI any financial relief for the operations of the Moscow Recycling Center, staff understands the revenue losses that LSI has sustained over the past year resulting from the downturn in recycling commodity pricing. For that reason, staff has developed a proposal that engages the City as a partner with LSI, regarding revenues received from the sale of recycling commodities.

This proposal addresses the volatility of the recycling commodity markets by sharing in the risks, as well as the rewards, of recycling commodity sales and revenues between the City and LSI. The proposal uses data acquired from the Secondary Materials and Fiber Pricing Post-Consumer Materials Index http://www.recyclingmarkets.net/secondaryfiber/index. Using this index, the most recent fiscal ten (10) year average commodity pricing for cardboard, mixed paper, single stream, newsprint, aluminum, tin, HDPE, Pet and mixed plastic is established. (The most recent material characterization, on record from the Material Recovery Facility (MRF) will be used to calculate the percentage of each commodity that makes up the single stream mix). In turn, the most recent fiscal year average commodity pricing is established for the same recyclable commodities. The proposal compares the current fiscal year average commodity pricing with the ten (10) year average commodity pricing. When the current fiscal year average commodity pricing falls below the ten (10) year average

commodity pricing, the City will compensate LSI for fifty (50%) percent of the reduction in revenue. Conversely, when the current fiscal year average commodity pricing exceeds the ten (10) year average commodity pricing, LSI will compensate the City fifty (50%) percent of the gain in revenue. City staff will recommend that this formula be applied retroactively back to fiscal year 2019 or from October 1, 2018. This would result in a payment from the City of Moscow to LSI in the amount of $98,643.84. This formula and any future payments would be recalculated at the end of each fiscal year.

Further, this proposal will give the City of Moscow the final determination and approval of the MRF used to process Moscow single stream materials. The City will also take over the public education role of the franchise agreement. The City now has environmental education staff on board and has the ability and experience to conduct its public information effort in-house more effectively and control those costs. LSI will be relieved of educational roles of the franchise agreement with the exception of contamination notices for curbside recycling collection.

This proposal provides an equitable risk/reward partnership between the City of Moscow and LSI while keeping both parties engaged, committed, and cooperating to provide the best possible sanitation services to the Moscow Community. If you would like to discuss this proposal in more detail, please contact me directly.

Best Regards

Tim Davis

Tim Davis
City of Moscow
Sanitation Manager

c. Gary Riedner, City Supervisor
Tyler Palmer, Deputy City Supervisor, Public Works and Services

RESOLUTION NO. 2020 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE SOLID WASTE FRANCHISE AGREEMENT EXHIBITS A, C, D, E and G TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on July 26, 1993 Moscow City Council adopted Ordinance No. 93–17 establishing a solid waste collection and disposal system for City; and

WHEREAS, Pursuant to Ordinance No. 93–31, the City granted to Latah Sanitation, Inc. (LSI) a non-exclusive franchise to operate a solid waste and disposal system for an initial term of ten (10) years beginning on October 1, 1993 and ending September 30, 2003. Under the terms of the agreement, the franchise is renewable at the City's sole discretion for two (2) successive terms of ten (10) years; and

WHEREAS, on November 16, 1998, Moscow City Council approved Ordinance No. 98–39 granting a non-exclusive franchise to LSI for curbside collection of recyclable materials with an initial term of three (3) years. The agreement was renewable for one (1) consecutive term of two (2) years and then provided for four (4) consecutive terms of five (5) years each. The Ordinance also provided in the agreement for the City, in its sole discretion, after the first three (3) years and the renewable two (2) year term, City had the authority to incorporate the curbside recycling agreement into the solid waste franchise agreement with LSI; and

WHEREAS, on August 4, 2003, City Council passed Ordinance No. 2003–20 where the City granted a non-exclusive franchise to LSI for the operation of a solid waste collection and disposal system for a term of ten (10) years beginning October 1, 2003 and ending September 30, 2013. The agreement provided for one (1) renewable ten (10) year term; and

WHEREAS, on September 26, 2003, Moscow City Council adopted Resolution 2003–07, pursuant to Idaho Code Section 50–344 which authorizes the City to maintain and operate a solid waste system, where City Council made written findings, it being necessary for public health, safety and welfare of the citizens of the City, for the City to enter into a non-exclusive franchise agreement for solid waste; and

WHEREAS, on September 26, 2003, City entered into a non-exclusive solid waste franchise agreement with LSI for solid waste management and in said agreement, the City exercised its discretion provided for in the 1998 non-exclusive franchise agreement with LSI for curbside collection of recyclables and incorporated the curbside recycling agreement into the solid waste franchise agreement; and

WHEREAS, on April 6, 2015, City Council approved the proposal from LSI for single stream recycling program which includes new roll carts to be used in the new curbside single stream recycling program which will replace the recycling bins citizens use and place at the curb for pickup; and

DRAFT

WHEREAS, on April 15, 2013, City Council approved Ordinance No. 2013–07 amending Moscow City Code Title 9, Chapter 9 to include provisions for the new roll carts to be used in solid waste collections; and

WHEREAS, on April 15, 2013, City Council approved the EXTENSION OF AND AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT with LSI. The term and renewal provided that the non-exclusive franchise be renewable at the unqualified discretion of the City for one (1) successive term of ten (10) years; and

WHEREAS, on December 7, 2015, City Council approved Ordinance 2015-18, amending Exhibit D of the Solid Waste Franchise Agreement to 2003 Solid Waste Franchise Agreement related to the term, specifically that the Non-Exclusive Franchise shall expire on September 30, 2035; and

WHEREAS, City wishes to continue to encourage recycling by its citizens; and

WHEREAS, City recognizes that recycling policy changes in China have disrupted recycling commodity markets worldwide; and

WHEREAS, City recognizes that tire and household hazardous waste disposal costs are not being entirely covered by the current miscellaneous rate; and

WHEREAS, City agreed to reevaluate the costs of necessary alley collection routes for waste and recycling collection; and

WHEREAS, City wishes to perform public recycling education in-house, and

WHEREAS, City Council finds it necessary to amend Exhibits A, C, D, E and G of the Second Extension of And Extension To 2003 Solid Waste Franchise Agreement; and

WHEREAS, City Council finds that such modifications are appropriate and desirable to ensure the continuation of an efficient solid waste and recycling collection system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that the Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement Exhibits A, C, D, E and G are amended as per the attached.

SEVERABILITY. Provisions of this Resolution and said amendments to the 2003 Solid Waste Franchise Agreement Exhibits A, C, D, E and G shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

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

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

EXHIBIT 'A'

GENERAL SPECIFICATIONS

1.0 Scope of Work
2.0 Holidays
3.0 Complaints
4.0 Office
5.0 Hauling
6.0 Disposal
7.0 Public Communications~~Notification~~
8.0 Point of Contact
9.0 Salvage Rights
10.0 Resource Recovery
11.0 Compliance With Laws
12.0 Nondiscrimination
13.0 Indemnity
14.0 Licenses and Taxes
15.0 Insurance
16.0 Performance Bonds
17.0 Interruption of Service
- 17.1 Definitions
- 17.2 Temporary Possession
- 17.3 Payments During Interruption of Service
- 17.4 Expiration of Temporary Possession/Written Notice
- 17.5 Suspension of Payments to Franchisee
- 17.6 Right to Contract With Others

18.0 Basis and Method of Payment
- 18.1 Fees
- 18.2 Modification to Fees
- 18.3 Services Not Included Under Franchise Agreement
- 18.4 City Shall Bill & Collect
- 18.5 Delinquent and Closed Accounts

19.0 Ownership
20.0 Waiver
21.0 Independent Contractor
22.0 Adherence to Laws
23.0 Jurisdiction and Venue
24.0 Severability
25.0 Binding on Successors and Assigns

1.0 SCOPE OF WORK

The work required under the Franchise shall consist of the terms and conditions contained in the Franchise Documents and Exhibits thereto and the Solid Waste Ordinance, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Franchise Documents and the Solid Waste Ordinance.

The scope of work shall not include collection services which are not specifically set forth in the franchise documents.

2.0 HOLIDAYS

The following shall be holidays for purposes of this Franchise Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Franchisee may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Franchisee of its obligation to provide collection service at least once per week.

3.0 COMPLAINTS

All formal complaints regarding performance shall be made through the City to the Franchisee. The Franchisee will be given a reasonable period of time in writing to respond to such formal complaints. Failure of the Franchisee to respond to formal complaints or to take action to remedy the condition creating the complaint shall be deemed to be a breach of this Franchise and shall be grounds for revocation of the Franchise. Complaints made directly to the Franchisee shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within one working day after the Franchisee is notified of the complaint. A log of all such complaints shall be filed with the City monthly.

4.0 OFFICE

The Franchisee shall maintain an office at 3299 Hwy. 8 East or at another location approved by the City. A responsible person shall be in charge of the office from

8:00 a.m. to 4:30 p.m. Monday through Friday to answer the telephone and receive inquiries, except holidays.

5.0 HAULING

All solid waste collected by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

6.0 DISPOSAL

The Franchisee shall be responsible for the processing of solid waste and disposal of inert/demolition waste after said wastes are delivered to the designated disposal site. The City, and not the Franchisee shall be responsible for the hauling of Transport Waste (as defined by the Franchise Documents) to the Ultimate Disposal Site and disposal at the Ultimate Disposal Site and the costs thereof. The City and not the Franchisee shall be responsible for the selection of the Ultimate Disposal Site.

7.0 PUBLIC COMMUNICATIONS~~NOTIFICATION~~

The Franchisee shall make a reasonable effort to ~~explain to the public~~~~notify all producers about~~communicate the following to the public: complaint procedures, ~~rates, fees,~~ regulations, day(s) for scheduled solid waste and recycling collection, roll carts, ~~and~~ changes in the operation of the system, and any other rel~~e~~avent questions~~, when contacted directly by the public~~. ~~through press releases, publication of pamphlets, and through one annual mailing per year.~~

8.0 POINT OF CONTACT

All notices between the Franchisee and the City shall be directed by the Franchisee to the Director, P.O. Box 9203, Moscow, Idaho, 83843; and by the City to President, Latah Sanitation, Inc., P.O. Box 8036, Moscow, Idaho, 83843.

9.0 SALVAGE RIGHTS

The City shall have the full and exclusive right to all salvageable materials collected in connection with the collection of solid waste pursuant to this Agreement, and shall have the sole right to any and all funds received from the sale of said salvageable materials. Salvaging or scavenging by the Franchisee, or any of its employees, is prohibited, unless written consent of the Director is obtained, or as provided in the Franchise Documents.

10.0 RESOURCE RECOVERY

The Franchisee agrees to keep the Director advised as to any current developments in recycling programs, and to participate in such recycling

programs when directed by the City, in conformance with Exhibit D and Exhibit E. The Franchisee agrees to cooperate on any reasonable basis with local civic organizations who desire to participate in a recycling program.

11.0 COMPLIANCE WITH LAWS

The Franchisee and the City shall conduct operations under this non-exclusive Franchise Agreement in compliance with all applicable laws; provided, however, the Franchise Documents shall govern the obligations of the Franchisee where there is conflict with a general ordinance of the City on the subject.

12.0 NONDISCRIMINATION

The Franchisee shall not discriminate against any person because of physical disability, race, sex, age, creed, color, religion, or national origin.

13.0 INDEMNITY

The Franchisee will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Franchise arising out of a willful or negligent act or omission of the Franchisee, its officers, agents and employees; provided however, that the Franchisee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

14.0 LICENSES AND TAXES

The Franchisee shall obtain all necessary licenses and permits and promptly pay all required lawful taxes and fees required by the City or other governmental entity.

15.0 INSURANCE

The Franchisee shall at all times during the Franchise term maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. All insurance shall be by insurers acceptable to the City and for policy limits mandated below. Before commencement of work hereunder the Franchisee agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Franchise Agreement, the Franchisee shall carry the following types of insurance in at least the limits specified below:

Coverages	Required Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$2,000,000
Bodily Injury Liability (Except Automobile)	$2,000,000 each occurrence $2,000,000 aggregate
Property Damage Liability (Except Automobile)	$500,000 each occurrence $500,000 aggregate
Automobile Bodily Injury Liability	$2,000,000 each person $2,000,000 each occurrence

As an alternative to the above, Franchisee may, with the express written permission of the City, insure the above public liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of two hundred fifty thousand dollars ($250,000) with the result that the Franchisee is its own insurer to that extent.

16.0 PERFORMANCE BONDS

The Franchisee shall furnish security for the faithful performance of the Franchise Agreement for the fiscal year 2013 and for each subsequent year thereafter. Such security shall cover all solid waste collection system services in Latah County and shall be in an amount of Two Hundred Thousand Dollars ($200,000). Said security shall be furnished on return of the executed Franchise Agreement to the City and shall indemnify the City against any loss resulting from any failure of performance by the Franchisee, not exceeding, however, the total sum of the bond. It shall guarantee payment of wages to all employees and the cost of all supplies, materials, and insurance premiums required to fulfill this Franchise Agreement. It is agreed and understood that the surety's obligation is for the

fiscal year set forth in the bond and that such obligation does not extend beyond the year so stated.

17.0 INTERRUPTION OF SERVICE

17.1 **Definitions:**
For the purposes of this paragraph the following definitions shall apply:

(1) "Interruption of service" shall mean:

(a) Any time period during which solid waste collection services by the Franchisee are interrupted by a labor dispute or other action that results in scheduled collections being discontinued or substantially reduced for a period of seventy two (72) hours; or,

(b) Any time period after notice by the City of the termination of the Franchise by reason of breach or default by the Franchisee and until other suitable equipment can reasonably be purchased or otherwise acquired by the City for such purpose, or until such time as other arrangements can be made by the City for other collection and transport to the City-designated disposal site services.

(2) "Equipment" shall mean any and all vehicles and equipment used by the Franchisee for the purpose of performing the services provided for in the Franchise at any time within ninety (90) days immediately prior to the commencement of the interruption of service.

(3) "Payment for use" shall have the following meaning:

(a) In the case of a piece of equipment subject to a contract, "payment for use" shall mean any installment payment coming due under a contract for such piece of equipment while the City is possessing and using such piece of equipment pursuant to this paragraph during an interruption of service. Payment for use shall not be deemed to include any payment coming due under such contract either prior to, or after the expiration of, such period. Payment for use shall be made by the City, from time to time, directly to the person or company to whom the payment is owed under the contract, and the making of such payment or payments shall constitute full compensation to all persons for the City's temporary use of such piece of equipment.

(b) In the case of a piece of equipment not subject to a contract, "payment for use" shall mean the reasonable rental value of such piece of equipment for such period of time during which the City possesses said equipment during interruption of service. Such payment shall, at the expiration of the term of the interruption of such service, be applied against any sums then owed to the City by the Franchisee, or, if none, it shall be paid by the City to the Franchisee.

(4) "Contract" shall mean any conditional sales contract, mortgage, encumbrance, lease, rental agreement or other agreement which provides for retention of title to said equipment or other agreement which provides for retention of title to said equipment or grants a security interest therein, that may exist at the commencement of the interruption of service with regard to a piece of equipment.

(5) "Notice" shall mean written notification actually received by the person to be notified or mailed to him by registered or certified mail at the most recent address furnished by him to the Director of the City of Moscow. As to the holder of a contract, the City shall be required to give notice only if the holder's identity is known to the City and the holder has furnished his address to said Director.

17.2 **Temporary Possession**

In the event of an interruption of service, the City shall be entitled to have the temporary possession of the equipment used by Franchisee to provide the City's collection and transport to the City-designated disposal site services, on the condition that; the City shall, from time to time, make the payment for use as provided in subparagraph (3) above. Upon taking such temporary possession, City shall forthwith give notice thereof to the Franchisee and to the then holder of a contract on such equipment, if any. Such temporary use shall not be deemed to be a breach of the terms of any contract regarding said equipment, but it shall otherwise be subject to the terms of such contract which are not in conflict herewith, except that the City shall not be required to make any payment other than the payment for use prescribed in said subparagraph (3). The making by the City of the payment for use prescribed in subparagraph (3) hereof shall be deemed to be compensation only for the temporary use of such equipment and the City shall not thereby acquire any ownership interest in such equipment.

17.3 **Payments During Interruption of Service**

During an interruption of services, so long as the City continues to make the payment for use of a piece of equipment when due, or within ten (10) days thereafter, such equipment may be retained by the City and may not be repossessed from the City. In the event the City fails to make a payment for use when due, or within ten (10) days thereafter, the City's right to continued temporary use of such piece of equipment shall cease, and possession of such equipment may be retaken by the Franchisee or by the holder of any lien thereon.

17.4 Expiration of Possession/Written Notice

At the expiration of the City's temporary possession of such equipment the City shall give written notice of such expiration to the Franchisee and to the then holder of a contract on such equipment on which the City has made payments, if any. In the event the Franchisee shall fail to take possession of such equipment within thirty (30) days after such notice, the Franchisee shall be deemed to have abandoned such equipment and waived all interest therein, and the City shall be free to use and dispose of such equipment without liability or compensation to the Franchisee, subject to the terms of any contract that may then exist with regard to such equipment.

17.5 Suspension of Payments to Franchisee

In the event of interruption of service, all payments to Franchisee shall be suspended. All costs associated with providing service during an interruption of services shall be borne by the Franchisee who shall relinquish all receipts from collection service during the period of interruption of service to the City together with such additional funds as are necessary to satisfy the obligation.

17.6 Right to Contract With Others

The City shall also have the right to contract with another organization to provide service in the event of an interruption of service by the Franchisee.

18.0 BASIS AND METHOD OF PAYMENT

18.1 Fees

Fees as set forth in Exhibit G for each type of service shall include all costs, fees and other expenses of Franchisee associated with delivering that service, except for those costs:

a. Associated with tipping fees at the designated disposal site, if any are charged to Franchisee.

b. Associated with providing recycling services pursuant to the Moscow Recycling Center Operations Agreement (Exhibit E – Specifications for Recycling Center).

c. Associated with transport and ultimate disposal of Transport Waste subsequent to delivery of such solid waste to the designated disposal site and processing thereof by Franchisee.

18.2 **Modification to Fees**

a. The fees which may be charged by the Franchisee as approved by the City for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index, as published by the United States, Bureau of Labor Statistics, Index Series I.D. CWU0000SA0 Urban Wage Earners and Clerical Workers, U.S. All items, 1982-84=100. The statistics utilized shall be for a one year period and shall be the end adjusted figures for the Annual change for the calendar year, as published in January of each year. The fee modification date shall be October 1 of each year.

Every year the fees shall be increased or decreased for the coming year in a percentage amount equal to one hundred percent (100%) of the net percentage of change of the Consumer Price Index for the prior one year period.

b. The City has discretion to adjust Franchise fees in the following manner. The Franchisee may petition the City at any time for additional fee adjustments on the basis of unusual changes in its cost of operations such as, but not limited to, revised Federal and State of Idaho laws affecting this Franchise which require mandatory compliance by Franchisee resulting in increased operating costs to Franchisee (as proven by full documentation of such increased operating costs as requested by the Director) or radical changes in the quantities or volumes, through no fault of the Franchisee, as set out in these documents. All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. The City shall respond to such requests within thirty (30) days.

c. The City has discretion to implement a fee adjustment in the following manner. The City shall notify the Franchisee of the

nature and extent of changes in either the level or nature of the service, such as an increase or decrease volume of service or a revised method of collection. The notice shall include a request by the City for the type or nature of documentation, analysis or audit it will require of Franchisee in developing Franchisee's supporting data for the increase or decrease in costs. Within thirty (30) days following receipt of such a request unless some other time period is mutually agreed by the parties, the Franchisee shall fully develop the total increase or decrease in cost supported by an analysis of existing costs and such other supporting documentation (including an audit of costs and expenses specifically related to the change in service) and shall submit the same to the City for consideration. The City shall pay the reasonable and necessary expenses incurred, in excess of normal operating expense, by Franchisee in obtaining such documentation, analysis or audits where the adjustment is not implemented. If the adjustment is implemented, the new fee shall be adequate to reimburse Franchisee for the (aforementioned) expenses incurred by Franchisee of the documentation, analysis and/or audits required by the City. The City shall either notify the Franchisee to implement the change setting forth the method of compensation, whether it is an addition or reduction with respect to existing fees, or withdraw the request.

d. Arbitration of Disputes. In the event that the Franchisee and the City cannot agree upon the compensation for the work to be performed in a good and workmanlike manner to be charged pursuant to sections 18.2a, 18.2b, or 18.2c, the parties agree that such a dispute shall be subject to binding arbitration pursuant to the rules of the Uniform Arbitration Act. The parties shall mutually select a disinterested, non-local arbitrator. The decision of the arbitrator shall be binding on both parties. The non-prevailing party, as determined by the arbitrator, shall pay all costs of the arbitration and the prevailing party shall be awarded its reasonable costs and attorney's fees incurred in participating in such arbitration, which costs and attorney's fees shall be limited to ten thousand dollars ($10,000).

e. The fee adjustments contemplated in sections 18.2a and 18.2b and 18.2c shall become effective on the date that the changes in service commence.

f. Should additional services be required in an emergency, above and beyond those contemplated in this Agreement, the Director may order reasonable delivery of services and the City shall pay direct

costs of such services plus fifteen percent (15%) for overhead and profit.

18.3 **Services Not Included Under Franchise Agreement**

Certain services are not contemplated under the Franchise Agreement. It is intended that when and if such service is required by the City, that the Franchisee shall provide such service, provided that a reasonable fee is charged for the nature and level of services requested. However, in the event that the Franchisee fails to offer a reasonable fee to the City for providing such service, the City reserves the right to seek and contract for such services from other providers. In such event the procedure for such new services shall be:

a. If the City desires that the new service be provided to the citizens of the City of Moscow, the City shall submit to the Franchisee a request for proposal which shall outline the level and nature of services sought.

b. The Franchisee shall have thirty (30) days within which to provide the City a written response to this request for proposal, which response shall include a detailed account of how the requested services shall be provided and the fee to be charged therefore.

c. The City shall carefully review Franchisee's response and shall accept the proposed fees if the fees are reasonable. However, if the City determines that the Franchisee's fees for providing the new service is unreasonably high, the City may reject such response and solicit responses from other providers including Franchisee, to provide such services.

18.4 **City Shall Bill and Collect**

a. The City shall submit statements for, and collect for services provided by the Franchisee pursuant to the Franchise Agreement, including those accounts that are delinquent.

b. The Franchisee shall provide the City with all changes in service on a monthly basis on forms approved by the Director and Franchisee. The City shall calculate the amount to be billed and bill all residents pursuant to this Franchise Agreement. The Franchisee shall provide the City with information on starts, stops and other changes in service promptly. The City shall provide to Franchisee billing and collecting information on a monthly basis. The City shall remit all solid waste collection service fees based on

the previous months collections to the Franchisee by the 15th of the following month.

c. In the event that the City bills and collects tipping fees, it shall bill and collect such fees from the producers and not from Franchisee.

d. City shall bill, collect and forward any State of Idaho sales taxes owed to the Franchisee by the 10th of the month following collection. Any changes in sales tax during the year shall be reflected in the billing.

18.5 **Delinquent and Closed Accounts**

The Franchisee shall discontinue solid waste collection service at any residential or business unit for delinquent and closed accounts as set forth in a written notice sent to it by the City. Upon further notification by the City, the Franchisee shall resume solid waste collection on the next regularly scheduled collection day. The City shall indemnify and hold the Franchisee harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Franchisee's discontinuing service at any location at the direction of the City.

19.0 OWNERSHIP

Title to all solid waste except hazardous waste and infectious waste shall pass to the City when placed in Franchisee's collection vehicle, removed by Franchisee from a container, or removed by Franchisee from the producer's premises, whichever last occurs. Title to hazardous waste and infectious waste remains with the producer or generator.

20.0 WAIVER

The failure of the City or Franchisee to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that the City or Franchisee may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions. Making or receiving payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment. Further, this Agreement shall not be construed as a waiver of any rights or defenses that any party may have against the other, or third parties regarding any alleged contamination regarding the current landfill site.

21.0 INDEPENDENT CONTRACTOR

Franchisee and its employees, agents and/or representatives shall have the status of (an) independent contractor(s) and shall not be considered to be (an) employee(s) of the City.

22.0 ADHERENCE TO LAWS

The Franchisee shall at all times comply with and adhere to applicable laws for the operation of the site and shall provide to City:

a. Within five (5) days after the receipt thereof, true, corrected, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any governmental agency; and

b. Prompt written notice describing the occurrence of any event or the existence of any circumstances which does or may result in noncompliance or nonadherence, or of any action or proceeding of any nature alleging the same.

Noncompliance with applicable statutes, rules and regulations by Franchisee shall act as a breach of this Agreement and shall subject Franchisee to liability to the City therefore.

23.0 JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and venue shall be in the District Court of Latah County.

24.0 SEVERABILITY

If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

25.0 BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

/SW112612non

EXHIBIT C

SPECIFICATIONS FOR SOLID WASTE PROCESSING FACILITY (SWPF)

1.0 Operations
2.0 Compensation
  A. Amount
  B. Base Annual Tonnage
  C. Miscellaneous ~~and~~
  D. Direct Reimbursement Costs
3.0 Record Keeping And Accounting
4.0 Policies/Procedures/Changes in Service
5.0 Employees and Equipment
6.0 Indemnification
7.0 Assignment
~~8.0 Renewal~~

1.0 OPERATIONS

Franchisee agrees to supply the site and improvements thereon, in addition to the equipment and personnel which has been deemed necessary by the City to operate the site in conformance with the Franchise Agreement and this Exhibit C, which shall include, but not be limited to, the following:

A. Franchisee shall provide the site, including the financing and construction of all capital improvements to be made thereon, in conformance with the design and specifications provided by the City; and

B. Franchisee shall conduct the day to day operations of the site, including maintenance of the roads and daily maintenance of the buildings located on the site, in accordance with this agreement and the direction of the City; and

C. Franchisee shall be responsible for the operations of the site, including the on site inspection, sorting, acceptance or rejection of solid waste arriving at the transfer station, in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

D. The City shall establish a program of operating and monitoring procedures for the transfer station reasonably calculated to prevent the loading of unacceptable waste into transport trailers. Transfer station operators shall be instructed and trained to implement and maintain said program.

E. Franchisee shall cause the orderly unloading of solid waste transport vehicles, including those vehicles brought in by the public; and

F. The Franchisee shall load and prepare for transport all solid waste that has been deemed acceptable for transport in accordance with the direction of the City and in conformance with the requirements of the Ultimate Disposal Site, (including the loading of such solid waste in order to obtain maximum legal loads without damaging transport trailers and vehicles excluding normal wear and tear) and all applicable statutes and regulations of all governmental regulatory agencies; and

G. The Franchisee shall cause all acceptable inert/demolition wastes to be placed in the inert/demolition Non-Municipal Solid Waste landfill and Franchisee shall thereafter operate such landfill in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

H. The Franchisee shall cause all acceptable compostable waste to be placed into the composting facility and shall thereafter operate such composting facility in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies.

I. The City shall have the exclusive right to all salvageable materials delivered to said site, and shall have the right to any and all funds received from the sale of said salvageable materials.

The City may, in writing, allow the Franchisee such right to salvage, subject to the City's sole and unqualified discretion. If the City grants such salvage rights to Franchisee, the Franchisee shall hold harmless and indemnify the City for any and all liability resulting from, and for any and all damages of any type or nature, resulting from salvaging or scavenging by the Franchisee, or any of its employees, of such materials. Further, such salvaging or scavenging activities by Franchisee shall in no way serve as a basis for increasing the compensation pursuant to this Agreement.

J. Franchisee shall cause acceptable household hazardous waste, known by Franchisee to be such, to be placed at the household hazardous waste holding facility until transported to an ultimate disposal site. Franchisee shall operate such facility in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all appropriate government regulatory agencies. The cost of transportation and disposal at an ultimate disposal shall be paid by City.

2.0 COMPENSATION

A. **Amount:** The Franchisee shall be entitled to Franchisee's Annual Compensation for such operations per contract year, as provided in Exhibit G, subject to such increases or reductions made in conformance with subsections B and C of this section.

Such Franchisee's Annual Compensation (not including any additional compensation paid in conformance with subsection B of this section) shall be paid to Franchisee in twelve equal installments, to be paid on or before the 5th day of the following month. This sum and any adjustments made in conformance with Section 18.0 of the General Specifications, Exhibit A shall represent full annual compensation for personnel, equipment, improvements and any and all other expenses of operating said site.

B. **Base Annual Tonnage:** Franchisee's Annual Compensation is based upon a base annual tonnage of acceptable solid waste received at said site, as provided in Exhibit G. City and Franchisee specifically agree that no clean fill dirt accepted by Franchisee for processing at the SWPF/Non-MSW landfill pursuant to this Exhibit C shall be used or considered when calculating the Annual Tonnage Reimbursement in Section 7.2 of Exhibit G of the Franchise Agreement.

City and Franchisee specifically agree that no biosolids accepted from City by Franchisee for processing at the WBCF pursuant to Exhibit J shall be used or considered when calculating the Annual Tonnage Reimbursement in Section 7.2 of Exhibit G of the Franchise Agreement.

1. If the actual annual tonnage of acceptable solid waste received at the SWPF/Non-MSW landfill, based upon accurate scale receipts, exceeds the base annual tonnage of thirty two thousand two hundred (32,200) tons in a given contract year, then Franchisee shall be entitled to additional compensation at the adjusted rate per additional ton received over the base annual tonnage, as provided in Exhibit G. If the actual annual tonnage received is less than the base annual tonnage, then the Franchisee shall be entitled to no additional compensation. The adjusted rate per ton shall be calculated as follows:

   Annual Solid Waste Processing Facility Operational Reimbursement ÷ Base Annual Tonnage (32,200 tons) = Adjusted Rate Per Ton

2. If the actual annual tonnage of acceptable solid waste received at said site, based upon accurate scale receipts, is less than SEVENTY-FIVE PERCENT (75%) of the base annual tonnage, as provided in Exhibit G, Franchisee's Annual Compensation shall be reduced at the adjusted per ton rate for each reduced ton received less than seventy five percent (75%) of the base annual tonnage.

C. **Miscellaneous Costs**: In addition to that compensation paid Franchisee pursuant to this Exhibit C, subsections A and B, Franchisee shall receive compensation, as provided in Exhibit G, for the following miscellaneous costs:

1. All utilities associated with the operation of the SWPF, including road maintenance; and
2. Building maintenance costs; and

3. Land use payments; and

4. Chlorofluorocarbon (CFC) removal; and

5. Appliance door removal; and

~~6. Household Hazardous Waste Facility operation and disposal costs; and~~

6~~7~~. Asbestos disposal; and

7~~8~~. Transfer Station and equipment maintenance and repairs; and

8~~9~~. Non-MSW disposal; and

~~10. Tires; and~~

9~~11~~. Roto-screening of compost.

10~~2~~. The City shall develop a plan for the minimum level of closure of the inert/demolition (non-municipal solid waste) landfill and composting area. The closure plan shall further contain detailed cost estimates of closure costs, including labor costs, material costs and other costs associated with and relating to minimum closure requirements for the inert/demolition (non-municipal solid waste) landfill and composting area.

a. The City shall be responsible for the costs of the minimum closure requirements required by state and/or federal statute or regulations. Minimum closure shall further be defined as the smallest land area affected by such closure statutes and/or regulations as are required by state and/or federal regulators.

b. The City's responsibility for the costs of the minimum closure requirements identified in section 2.C.10~~2~~.a above, shall include the purchase of soil for cover or final closure, limited to the amount of soil necessary for cover or final closure which is in excess of the amount of

soil excavated from the inert/demolition (non-municipal solid waste) landfill site and the composting area.

Franchisee shall be required to maintain and keep the entire SWPF, including roadways, buildings, equipment and facilities in safe, good and serviceable condition. Director may provide for inspections by assistants or inspectors under his/her direction, as a condition of miscellaneous costs compensation. If the Director determines that such miscellaneous services are being performed inadequately, or are otherwise unsafe or not in a good and serviceable condition, Director shall have the discretion to withhold portions of the miscellaneous compensation, until such time inadequate services are corrected.

All costs associated with maintenance, repairs and replacement at SWPF, transfer station and equipment shall become the sole legal and financial responsibility and asset of Franchisee. If, at no fault of Franchisee or primarily caused by an act of God, the SWPF becomes inoperable or destroyed, Franchisee may petition City to participate financially in reconstruction of the SWPF.

D. **Direct Reimbursement Costs:** Franchisee shall submit to the City, copies of actual paid invoices for Tire and HHW disposal with monthly billing. City shall reimburse the Franchisee for the amounts of these paid invoices for the disposal of Tires and HHW.

3.0 RECORD KEEPING AND ACCOUNTING

Franchisee shall be responsible for all record keeping of said site, including, but not limited to, weights of acceptable solid waste received, vehicles transporting acceptable solid waste to said site, type of load entering and leaving such site (i.e. compostable materials, demolition waste, transport waste, etc.) such record keeping shall be on forms provided by City. Franchisee shall be responsible to the City for the collection and faithful accounting of moneys collected at said site.

4.0 POLICIES/PROCEDURES/CHANGES IN SERVICE

All decisions as to the method, nature and extent of services provided, including but not limited to the operation of said site, hours of operation, days of operation, type of solid waste to be accepted by Franchisee at the site, from whom such solid waste shall be accepted, the amount of tipping fees or other fees to be charged at said site, etc., shall be the exclusive right and responsibility of the City. It is expressly understood and agreed that all acceptable solid waste produced within Latah County shall be accepted at said site, provided that fees associated with such acceptance, as set by the City, including but not limited to tipping fees, are paid. It is further agreed that the City has the right to accept solid waste at the site from outside Latah County, at the City's discretion. Franchisee shall provide input and suggestions to the City regarding the mode of

operation of said site, but otherwise Franchisee shall have no authority regarding said operation. The City shall further provide such policies and procedures to Franchisee in written form.

A. The hours of operation of the site, upon which the Franchisee's Annual Compensation is based, in part, shall be as follows: eight (8) hours per day, or any yearly average thereof, excluding Sundays and holidays.

B. Tipping fees, either collected at the site by Franchisee, or otherwise, shall be paid over to the City in conformance with this Exhibit C.

5.0 EMPLOYEES AND EQUIPMENT

Franchisee shall be obligated to provide safe and operable equipment in the discharge of its duties pursuant to this Franchise. Franchisee and its employees shall discharge their duties in a competent and professional manner with due respect to the public. Franchisee shall employ no intemperate or incompetent employees in its discharge of its duties pursuant to this Franchise.

6.0 INDEMNIFICATION

A. The City shall hold Franchisee harmless and indemnify Franchisee for any liability or damages resulting from the intentional act, negligence, omission of the City, its employees, agents, representatives and/or subcontractors pursuant to this Exhibit C. In addition, the City shall hold harmless the Franchisee for policies and/or practices dictated to Franchisee by the City in the operation of said site including, but not limited to policies and/or practices that result in the death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Such agreement shall not, however, act to reduce Franchisee's liability and responsibility for damages for the intentional act, negligence or omission of Franchisee or its employees, agents and/or representatives in carrying out such policies and/or practices.

B. The Franchisee shall hold harmless and indemnify the City for any liability and/or damages of any kind resulting from the intentional act, negligence or omission of Franchisee or its employees, agents or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency.

7.0 ASSIGNMENT

Franchisee specifically agrees that the City reserves the right to assign this Exhibit C of the Franchise Agreement relating to the operations of the site to a joint intergovernmental body charged with disposal of solid waste within Latah County, at any time during the

term of this Agreement with or without the consent of Franchisee. Such assignment shall be in writing and Franchisee shall be given thirty (30) days written notice before such assignment is effective. Assignment will only be made with written acceptance of all terms and conditions of this Agreement by the successor in interest.

8.0 RENEWAL

The non-exclusive Franchise shall expire on September 30, 2035.

~~The City may, as provided in the Franchise Agreement, renew this Exhibit C for one (1) additional term of ten (10) years following the initial term in accordance with the following:~~

~~A. At the end of the initial term, the City, if it exercises its rights to renew this Exhibit C, the Franchisee's Annual Compensation shall be calculated on the basis of the level of Franchisee's Annual Compensation in the tenth and final year of the initial term.~~

~~B. If, after such renewal, in the event that the City and the Franchisee cannot come to an agreement as to the Franchisee's Annual Compensation taking the above into account, the parties agree that such a dispute shall be subject to binding arbitration pursuant to the rules of the Uniform Arbitration Act. The parties shall mutually select a disinterested, non-local arbitrator. The decision of the arbitrator shall be binding on both parties. The non-prevailing party, as determined by the arbitrator, shall pay all costs of the arbitration and the prevailing party shall be awarded its reasonable costs and attorney's fees incurred in participating in such arbitration, which costs and attorney's fees shall be limited to ten thousand dollars ($10,000).~~

EXHIBIT "D"

CURBSIDE COLLECTION OF RECYCLABLES

1. SCOPE OF WORK

The Scope Of Work by FRANCHISEE shall consist of the following:~~work in the two (2) areas of curbside collection of recyclable materials, and notification to producers, and the CITY, of the contamination.~~~~education regarding the curbside collection and overall recycling program.~~

A. **Curbside Collection of Recyclable Materials.** FRANCHISEE shall provide curbside collection of recyclable materials and delivery of such recyclable materials to the Moscow Recycling Center in conformance with this Franchise Agreement. All decisions as to the method, nature and extent of services provided shall be the exclusive right and responsibility of CITY. Collection of recyclable materials in excess of those specified herein shall be at CITY's discretion with any additional compensation to FRANCHISEE to be negotiated between the parties based upon the actual, verifiable increase in costs associated with the additional materials to be collected. FRANCHISEE shall have the burden of justifying increased costs incurred as a result of collection of each additional recyclable material in excess of those specified herein.

B. **Contamination Notices.** FRANCHISEE shall notify producers of contamination problems by tagging contaminated roll carts with printed notices indicating the source(s) of the contamination. FRANCHISEE shall notify CITY of producers that receive contamination notices, source(s) of contamination, and failures to comply with contamination regulations after being notified of the contamination. Upon request by the City, the Franchisee shall provide to the City~~,~~ costs for printing such contamination notices. Printing costs for contamination notices must be approved, in writing, by the Director or designee, prior to printing such notices. The City reserves the sole right to determine content printed on such contamination notices and ~~for whom provides~~selection of printing contractor for~~of~~ said notices. Should the Franchisee provide such printing of notices, as requested by the City, the Franchisee shall be entitled to compensation for those actual costs in an amount to be agreed upon in writing.~~**Public Information, Education and Promotion.** FRANCHISEE shall prepare and operate, in conformance with the direction of CITY, and as set out herein, a public information and education program that will have as its mission encouragement of the public to participate in the curbside collection and recycling program. The program shall aim to maximize citizen participation in the use of the curbside collection and recycling program. The ongoing public information and education program shall be designed to increase public participation in waste reduction and recycling throughout the term of this Franchise Agreement. Activities shall be designed to~~

~~maintain continued citizen use of the curbside recycling program. FRANCHISEE shall keep the public informed of the program and encourage participation therein.~~

~~FRANCHISEE shall prepare such education programs, along with the prospective costs thereof, and shall submit such prospective programs and costs to CITY on or before June 1 of each year this Franchise Agreement is in effect. Such program shall be approved by CITY prior to its implementation by FRANCHISEE.~~

~~This program shall, at a minimum, coordinate with other City-sponsored education programs used to familiarize people with essential waste reduction and recycling concepts; explain the benefits of recycling; explain the purpose and the manner of the recycling program; show the convenience of the whole range of recycling opportunities in CITY (both existing and those developed in the future) including, but not limited to: drop-off stations, buy-back operations, and charity drives, and shall outline how those interested can obtain further information about these programs. The content of all written materials is subject to the review and approval of CITY. FRANCHISEE shall be responsible for printing, producing and distributing these materials.~~

~~The public information and education program shall be consistently presented and must emphasize all materials to be accepted. Activities shall include, but not be limited to, assisting CITY in City-wide publicity, attending interviews scheduled with the media, and attending meetings with representatives of the solid waste and secondary materials management industries in order to explain the program.~~

2. TYPE OF SERVICE

Single Stream Curbside Recycling Collection

FRANCHISEE shall collect single stream curbside recycling at least once every other calendar week. ~~Single family households will be collected one (1) week and apartment units collected on alternating weeks,~~ on a Monday through Friday basis. Roll carts shall be placed at curbside or adjacent to an alley for single family collection. Roll carts serving single family households shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Roll carts serving apartment units shall be placed in a non-public parking area, adjacent to mechanical container or other locations, as determined by the Director, which allow an adequate access point for collection vehicles to service such roll carts. The Director shall determine which locations are best suited for pickup based on individual circumstances including, but not limited to, vehicle access, site configuration, operational efficiency and convenience. Roll carts shall be placed with a minimum of three feet (3') of clearance from any obstacle that could interfere with pickup. When construction work is being performed in the right-of-way, roll carts shall be placed as close as practicable to an access point for the collection vehicle.

Producers shall place all recyclable materials to be collected fully within roll carts. FRANCHISEE shall not be required to collect curbside recycling materials from any receptacles which have not been approved by CITY (e.g., receptacles or containers other than the registered roll carts). Excess recyclable material or large corrugated cardboard, not fitting into roll carts, may be delivered to Moscow Recycling Center by the producer. Glass shall not be collected curbside by FRANCHISEE. Glass will be accepted at Moscow Recycling Center and other established site(s) designated for glass collection by the Director.

Roll carts shall be sturdy, water tight, equipped with heavy duty wheels and with permanently attached, closeable lids. CITY shall approve the number, type, sizes and other specific physical requirements of the roll carts. Within two (2) business days of notification by the producer or CITY, FRANCHISEE shall repair or replace any roll carts which have become no longer serviceable (i.e., broken wheels, cracked lid, broken axle, cracked or leaking body, etc.). FRANCHISEE shall keep all roll carts in good repair and shall replace roll carts as needed and as required herein. FRANCHISEE shall bear the costs of normal wear and tear.

A producer shall be allowed one (1) courtesy return service per calendar year (i.e., because of blocked roll cart, a roll cart not being set out on time or a roll cart that is otherwise not serviceable, through no fault of FRANCHISEE, etc.). Return service fees are established in Exhibit "G" of this Agreement.

Each property owner/producer shall be financially responsible for lost, stolen or otherwise missing roll carts. Each property owner/producer shall also be financially responsible for damage caused to a roll cart from abuse or misuse. Replacement or repair costs assessed to the property owner/producer shall be for actual cost of replacement or repair, as determined at the time damage occurs.

A roll cart shall remain at the property/address to which such roll cart is registered until such time that it is exchanged or removed by FRANCHISEE (due to tenant change, account change, sale of property or when the property becomes otherwise vacated, etc.) . All roll carts shall remain the property of FRANCHISEE.

After emptying any roll cart, FRANCHISEE shall replace the roll cart in an upright position, lid closed, at the place where such roll cart was placed for collection unless such replacement is reasonably likely to be unsafe or such replacement is physically impossible.
Scheduled collection of curbside recycling may be postponed due to inclement weather and/or unsafe conditions. Such postponement shall cause collection of curbside recycling to occur the following regularly scheduled day/week or sooner, without penalty to the producer. Any such postponement shall be approved by the Director.

3. EQUIPMENT

FRANCHISEE shall supply all approved roll carts required for the services provided under this Franchise Agreement. FRANCHISEE shall register all distributed and/or replaced roll carts to a specific producer's address using methods such as a serial number, bar code, or radio frequency identification (RFID). The method of registration shall include information on individual roll carts which are assigned and designated to a specific producer's address for the purpose of inventory control. FRANCHISEE shall maintain an accurate data base linking registered roll carts to a specific producer address and account. FRANCHISEE shall electronically forward roll cart registration data and related information regarding all deliveries, swap outs, repairs and other service requests to CITY, no less frequently than once a week.

A producer may exchange the original roll cart registered to such producer free of charge, one (1) time during the first thirty (30) days following delivery of the roll cart and/or the implementation of this Single Stream Curbside Recycling Program, whichever is later in time.

FRANCHISEE agrees to furnish during the term of this Franchise Agreement, adequate equipment as specified in Exhibit "A" and personnel sufficient to collect recyclable materials at curbside and to transport all recyclable materials identified elsewhere in this Franchise Agreement to a site designated by CITY. FRANCHISEE shall furnish vehicles specifically designed for or modified to safely accommodate the activities of collection at curbside and transport of recyclable materials.

All equipment utilized by FRANCHISEE in the curbside collection program shall be maintained and operated in a clean and sanitary manner at the sole expense of FRANCHISEE. The equipment shall be clean, uniformly painted, marked and identified. It shall be licensed, lighted, equipped with warning devices, and safety inspected for highway operations, all subject to review and approval by CITY.

4. SALVAGE RIGHTS

FRANCHISEE shall have no salvage rights to recyclable materials collected at curbside pursuant to this Franchise Agreement, except as provided in the Franchise Agreement Documents.

5. SELECTION OF MATERIALS RECOVERY FACILITY (MRF)

CITY shall have~~reserves~~ the sole right of selection ~~and approval~~ of material recovery facilities (MRFs) to serve as the destination ~~MRF~~ for ~~the~~ single stream materials.

6. PAYMENT

FRANCHISEE shall be responsible for billing CITY monthly for the services set forth herein based upon the price per single family household per month base rate, apartment unit per month base rate, monthly roll cart rate, operations and maintenance rate and single stream per ton processing rate as set forth in Exhibit "G" to this Franchise

Agreement. CITY agrees to reimburse FRANCHISEE for actual processing costs incurred at anyany the CITY designated and approved Material Recovery Facility (MRFs) necessary to separate single stream recycling material as documented by processing manifests, and any other fees assessed by the MRF, including disposal of contaminates. CITY reserves the sole right of selection and approval of the destination MRF for the single stream materials. FRANCHISEE will make reasonable attempts to limit contamination. CITY shall remit payment to FRANCHISEE by the twentieth (20th) day of each month following receipt of FRANCHISEE'S billing. In the event that CITY fails to remit payment to FRANCHISEE by the twentieth (20th) day of each month for such billing, CITY shall pay to FRANCHISEE, in addition to the amount of the billing, a late fee in the amount of one percent (1%) of the amount of the billing per day beyond the due date, provided, that if CITY makes a good-faith challenge to the billing, such late fees shall not be assessed until such challenge is resolved. In addition to this late fee, in the event that CITY fails to remit payment to FRANCHISEE within fourteen (14) days from the due date, FRANCHISEE may, in its discretion, without penalty or determination that FRANCHISEE is in breach of this Franchise Agreement, suspend its obligations and services to be provided hereunder until such charges are paid.

76. TITLE TO RECYCLABLE MATERIALS

Title to all recyclable materials accepted at CITY's Moscow Recycling Center, shall pass to the operator of the Moscow Recycling Center when so accepted. Title to Hazardous Wastes, potentially harmful wastes, Infectious Wastes or other Unacceptable Waste shall not vest with the operator of the Moscow Recycling Center, but shall remain in the producer. FRANCHISEE further agrees that it shall identify the producer of such wastes and disclose such information to CITY through CITY's point of contact.

87. RECORDS

FRANCHISEE shall maintain such records as may be specified herein or may be necessary to document the quantity of recyclable materials collected and delivered in the performance of this Franchise Agreement separately from those recyclable materials received by the operator of the Moscow Recycling Center. FRANCHISEE shall make all documents relating to the performance of work hereunder, including scale records, if applicable, available to CITY within fourteen (14) working days of receiving written notice detailing the documents requested.

98. DELAYS IN CARRYING OUT WORK

FRANCHISEE shall not be held responsible by reason of any delay in the performance of this Franchise Agreement when such delay is primarily caused by some act of God, provided that in the case of delay caused by an act of God, FRANCHISEE shall give notice to CITY (in writing, at the earliest possible time) of the causes of such delay. Such a delay shall not be considered to be an interruption of service as designated elsewhere in this Franchise Agreement; provided, that if such delay due to an act of God

continues for a period of twenty (20) consecutive days, either party may terminate this Franchise Agreement without liability to the other party. Such termination shall be effective upon written notice provided to the other party.

109. COMMODITIES TO BE COLLECTED

CITY shall identify commodities to be collected by FRANCHISEE. Each year CITY and FRANCHISEE shall review the list of commodities to be collected.

~~10. EDUCATION PROGRAM~~

~~A. **Curbside Brochure**. FRANCHISEE will create and distribute to each producer a brochure regarding curbside collection and recycling which will contain information regarding the curbside collection and recycling program, such as which items will be accepted in the program, the preparation and sorting of recyclables, and whom to contact for missed pickups, problems, and questions.~~

~~B. **Newspaper and Radio Advertisements**. Promotion through advertisements to inform producers of the curbside collection and recycling program.~~

~~C. **Contamination Notice**. FRANCHISEE will notify producers of contamination problems, sorting procedures, and/or other service issues.~~

~~**11. ONGOING EDUCATION**~~

~~A. **Curbside Brochure**. FRANCHISEE will continue to print the curbside collection and recycling brochure with changes as necessary.~~

~~B. **Newspaper and Radio Advertisements**. Continuing promotion through advertisements every January and every August to inform new residents of the curbside collection and recycling program.~~

~~C. **Contamination Notice**. Continuing printing or ongoing producers notification regarding contamination problems, sorting procedures, and other issues.~~

~~**12. INITIAL AND ONGOING EDUCATION TO BE PROVIDED AT NO COST TO CITY**~~

~~A. **Talkin' Trash Newsletter**. Information regarding the curbside collection and recycling program will continue to be covered in the "Talkin' Trash" newsletter which will be distributed to all producers throughout the period of this Franchise Agreement.~~

~~B. **Presentations**. The education coordinator of FRANCHISEE will give presentations regarding curbside collection and recycling at schools, local organizations, fair booths, and other community events in order to promote the curbside collection and recycling program.~~

~~C. **City of Moscow Internet Page**. The education coordinator of FRANCHISEE will provide detailed information about the curbside collection and recycling program to CITY for inclusion on CITY's internet home page, with the intent to distribute such information on CITY's internet home page.~~

~~D. **Cable Bulletin**. Information will be placed on Channel 11 and/or Channel 13 community bulletin board explaining the general information about the curbside collection and recycling program initially and thereafter as needed.~~

11~~0~~~~3~~. REIMBURSEMENT

CITY agrees to pay FRANCHISEE the amount shown in Exhibit "G" for curbside collection of recyclable materials performed pursuant to this Franchise Agreement, as may hereafter be adjusted in accordance with Exhibit "A".

EXHIBIT E

SPECIFICATIONS FOR RECYCLING CENTER

This Exhibit shall be subject to and governed by the Franchise Documents thereto, unless modified herein.

1.0 Statement of Purpose
2.0 Operations
3.0 Ownership
4.0 Compensation
5.0 Record Keeping And Accounting
6.0 Policies/Procedures/Changes in Service
7.0 Employees and Equipment
8.0 Indemnification
9.0 Assignment
10.0 Dispute Resolution
11.0 Term/Renewal
12.0 Public Information, Special Events~~, Education~~ and Promotion

1.0 STATEMENT OF PURPOSE

The purpose of this Exhibit E to the Solid Waste Franchise Agreement is to contract with and encourage the Franchisee to ~~provide the following services:~~

~~A. Provide, toEducation of all segments of the community, of waysources forto reducinge the amount of solid waste produced which needs to be landfilled; and (Gary - I don't understand what this sentence means)~~

~~B. To~~ optimize the amount of recyclables, compostables and energy recovery materials recovered or separated from solid waste.

2.0 OPERATIONS

Franchisee agrees to supply the equipment and personnel which has been deemed necessary by the City to operate the Recycling Center in conformance with the Franchise Agreement and this Exhibit E, which shall include, but not be limited to, the following:

A. Franchisee shall conduct the day to day operations of the Recycling Center, including maintenance of the parking lot and landscaping, including cleaning, damage from activity, litter control, janitorial services and snow removal, in accordance with this Exhibit E and the direction of the City; and

B. Franchisee shall be responsible for the operations of the Recycling Center, including the on site inspection, sorting, acceptance or rejection of materials arriving at the Recycling Center, in accordance with the direction, policies and procedures set by the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

C. Franchisee shall be responsible for the collection and faithful accounting of Tipping Fees authorized by the City. Franchisee shall pay over all Tipping Fees to the City.

D. Franchisee shall not be required to charge a tipping fee for Acceptable Materials deposited at the Recycling Center by Collection Franchisees which are generated within Latah County, but not within Moscow city limits, until such time as the City, as its sole discretion and with thirty (30) days prior written notice to Franchisee, shall require such to be charged. Franchisee shall pay over all Tipping Fees to the City; and

E. Acceptable Materials deposited at the Recycling Center by Collection Franchisees which are generated within Latah County, but not within Moscow city limits, shall not be considered in the calculation of compensation under this Agreement unless the City, at its sole discretion, directs franchisee to charge a tipping fee on such volume of Acceptable Materials pursuant to this Exhibit E.

F. Franchisee shall provide for the orderly unloading of acceptable materials from transport vehicles, including those vehicles brought in by the public; and

G. Franchisee shall provide for all materials arriving at said Recycling Center to be weighed, utilizing a scale that has been certified by the State of Idaho for use in commercial trade; and

H. The Franchisee shall load and prepare for transport all Acceptable Materials that have been deemed acceptable for transport in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

I. The Franchisee shall provide for all acceptable compostable waste to be placed into a bin or receptacle for transport and delivery to a composting facility designated by the City.

J. The Franchisee shall have the exclusive right to all salvageable materials delivered to the Recycling Center, and, in accordance with this Exhibit E and other relevant sections of the Franchise Agreement and its Exhibits, ~~and~~ shall share with the City, the risks and rewards of fluctuating recycling commodity material prices for cardboard, mixed paper, single stream, newsprint, aluminum, tin, hdpe, pet and mixed plastics,~~have the right to any~~ and all ~~all~~ funds received

from the sale of said salvageable materials. The Franchisee shall hold harmless and indemnify the City for any and all liability resulting from, and for any and all damages of any type or nature, resulting from salvaging or scavenging by the Franchisee, or any of its employees, of such materials. Further, such salvaging or scavenging activities by Franchisee shall in no way serve as a basis for increasing the compensation pursuant to this Agreement.

K. The Franchisee shall share with the City, revenues received from the sale of cardboard, mixed paper, single stream, newsprint, aluminum, tin, hdpe, pet and mixed plastics pursuant to the following formula: Using data from the Secondary Materials and Secondary Fiber Pricing Index for the Pacific Northwest region, the most recent fiscal ten (10) year average commodity pricing will be established for the afore-mentioned commodities. The most recent material characterization on record will be used to calculate the percentage of each commodity that makes up the single stream mix. Using the same data and index , the current fiscal year average commodity pricing will be established for the same afore–mentioned commodities. The current fiscal year average commodity pricing will be compared to the ten (10) year average commodity pricing. When the current fiscal year average commodity pricing falls below the ten (10) year average commodity pricing, the City shall compensate the Franchisee for fifty (50%) percent of the reduction in revenue. When the current fiscal year average commodity pricing exceeds the ten (10) year average commodity pricing, the Franchisee shall compensate the City for fifty (50%) percent of the increase in revenue. This formula will be updated and recalculated at the end of each fiscal year.

3.0 OWNERSHIP

A. Ownership of all materials accepted at the Recycling Center, except compostable waste, shall pass to the Franchisee upon acceptance.

B. Ownership of the facilities, fixtures and grounds shall remain in the City and the Franchisee shall acquire no ownership or possessory rights therein, provided that equipment and/or fixtures purchased by Franchisee shall remain the property of the Franchisee, and shall be removed by the Franchisee upon termination of this Agreement.

C. Franchisee shall be responsible for the repair of any damage to the facilities, fixtures and grounds of the Recycling Center occasioned by such removal. However, franchisee shall not be responsible for reasonable wear and tear at the Recycling Center.

4.0 COMPENSATION

A. ~~A.~~ The Franchisee shall be entitled to compensation for such operations, based on volume as provided in Exhibit G.

B. The Franchisee shall be entitled to reimbursement for actual staff time and cost of materials expended pursuant to the City's written request to provide~~compensation for~~ public outreach~~information~~, special events participation, and promotion~~, as requested by the City, by actual time and materials costs~~. Costs for these activities shall be approved, in writing, by the Director or designee, prior to commencement of these activities by the Franchisee.

C~~B~~. Such compensation shall be paid for every ton of Acceptable Materials accepted at said Recycling Center; provided that non-Acceptable Materials deposited at the Recycling Center by producers shall also be included in Franchisee's compensation provided that Franchisee has exercised all reasonable efforts, in accordance with the direction of the City, to prevent the deposit of non-Acceptable Materials; provided further that said compensation shall not include tonnage of compostable materials received at said Recycling Center.

D~~C~~. Such compensation shall be paid to Franchisee in monthly installments, to be paid on or before the fifth (5th) day of the following month.

E~~D~~. The amounts of such monthly installments shall be calculated based upon the weight receipts for the preceding month as tabulated and provided by Franchisee to the City. Such tabulations shall be presented on a form approved by the Director.

F~~E~~. These sums and any adjustments made in conformance with section 18.0 of the General Specifications, Exhibit A shall represent full compensation for personnel, equipment and any and all other expenses of operating said Recycling Center.

G~~F~~. Franchisee shall not be responsible for the disposal cost, including tipping fees, long haul transport cost and ultimate disposal cost of non-Acceptable Materials deposited at the Recycling Center, provided that Franchisee shall exercise all reasonable efforts in preventing non-Acceptable Materials to be deposited at said Recycling Center, in accordance with the direction of the City.

H~~G~~. The Franchisee shall transport non-Acceptable Materials deposited at the Moscow Recycling Center to the Latah Sanitation Transfer Station at no cost.

5.0 RECORD KEEPING AND ACCOUNTING

A. Franchisee shall be responsible for all record keeping of said Recycling Center, including, but not limited to, weights and types of Acceptable Materials or non-

Acceptable Materials received, current market prices paid for recyclable materials and tonnages of compostable materials received at the Recycling Center.

B. Such record keeping shall be on forms approved by the Director.

C. Franchisee shall be responsible to account to the City for the collection and faithful accounting of moneys collected at said site.

D. The Franchisee shall weigh such Acceptable Materials on a scale certified for commercial sales.

E. Franchisee shall provide to the City monthly recycling volume reports that include weights of each accepted subsidized/nonsubsidized commodity by current month, prior month, current month previous year, calendar year-to-date and contract year-to-date.

6.0 POLICIES/PROCEDURES/CHANGES IN SERVICE

A. All decisions as to the method, nature and extent of services provided, including but not limited to the operation of said Recycling Center, hours of operation, days of operation, type of materials to be accepted by Franchisee at the Recycling Center, from whom such materials are to be accepted by Franchisee at the Recycling Center, the amount of Tipping Fees to be charged at said Recycling Center, etc., shall be the exclusive right and responsibility of the City.

B. It is expressly understood and agreed that all Acceptable Materials shall be accepted at said Recycling Center, except as otherwise provided herein, provided that Tipping Fees associated with such acceptance, as set by the City are paid.

C. In the event that the City directs the Franchisee to reject Acceptable Materials from certain producers, the City shall compensate the Franchisee for the costs of implementing and operating such program, in accordance with Section 18.2c. of Exhibit A, General Specifications.

D. Franchisee shall provide input and suggestions to the City regarding the mode of operation of said Recycling Center, but otherwise Franchisee shall have no authority regarding said operation.

E. The Franchisee shall submit a proposal for policies and procedures to the Director for the City's approval.

F. The City shall further provide such final policies and procedures to Franchisee in written form.

G. The hours of operation of the Recycling Center for redemption shall be an average of forty (40) hours per week, as approved by the Director.

H. Tipping Fees paid by producers, as set by the City, either collected at the Recycling Center or elsewhere by Franchisee, shall be paid over to the City in conformance with this Exhibit E.

7.0 EMPLOYEES AND EQUIPMENT

A. Franchisee shall be obligated to provide safe and operable equipment in the discharge of its duties pursuant to this Franchise.

B. Franchisee and its employees shall discharge their duties in a competent and professional manner with due respect to the public.

C. Franchisee shall employ no intemperate or incompetent employees in its discharge of its duties pursuant to this Franchise.

8.0 INDEMNIFICATION

A. The City shall hold Franchisee harmless and indemnify Franchisee for any liability or damages resulting from the intentional act, negligence, omission of the City, its employees, agents, representatives and/or subcontractors pursuant to this Exhibit E. In addition, the City shall hold harmless the Franchisee for policies and/or practices dictated to Franchisee by the City in the operation of said Recycling Center including, but not limited to policies and/or practices that result in the death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Such agreement shall not, however, act to reduce Franchisee's liability and responsibility for damages for the intentional act, negligence or omission of Franchisee or its employees, agents and/or representatives in carrying out such policies and/or practices.

B. The Franchisee shall hold harmless and indemnify the City for any liability and/or damages of any kind resulting from the intentional act, negligence or omission of Franchisee or its employees, agents or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency.

9.0 ASSIGNMENT

A. Franchisee specifically agrees that the City reserves the right to assign the City's rights pursuant to this Exhibit E of the Franchise Agreement relating to the operations of the Recycling Center at any time during the term of this Agreement

with or without the consent of Franchisee. Such assignment shall be in writing and Franchisee shall be given thirty (30) days written notice before such assignment is effective. Assignment will only be made with written acceptance of all terms and conditions of this Agreement by the City's successor in interest.

B. The terms and conditions of the Solid Waste Franchise Agreement regarding the sale, assignment or ownership change of Franchisee's firm shall control the specifications for the Recycling Center. Said terms and conditions are incorporated herein by reference as if though fully set forth at length.

10.0 DISPUTE RESOLUTION

All other disputes arising as to the terms of this Exhibit E (other than assignment as described in Section 9.B. of this Exhibit E) shall be governed by Section 15 of the Franchise Agreement.

11.0 TERM/RENEWAL

The non-exclusive Franchise shall expire on September 30, 2035.~~be for a term of ten (10) years beginning October 1, 2003 and ending September 30, 2013. The parties agree that this non-exclusive Franchise shall be renewable at the unqualified discretion of City for one (1) successive term of ten (10) years according to the following terms and conditions:~~

~~A. No default is existing or continuing in the performance of any of the terms of this Franchise; and~~

~~B. The renewal term shall be on the same terms, covenants and conditions as provided in this Franchise, or portion thereof that is renewed, except that there shall be no privilege to renew this Franchise for any period of time beyond the expiration of the one (1) renewal term.~~

~~C. The City shall exercise its rights to renew in the following manner:~~

~~(1) At least one (1) year prior to the expiration of the initial term, City shall notify Franchisee in writing of its election to exercise the right not to renew the term of this Franchise or portions thereof for the additional term.~~

~~(2) If renewed, this non-exclusive Franchise, subject to the terms of this provision, shall be deemed to be renewed and the terms thereof for a period of ten (10) years from the date of the expiration of the initial term with the parties executing a new Franchise Agreement setting out the covenants, conditions or other terms of the Franchise, modified as required by the Franchise Documents.~~

12.0 PUBLIC INFORMATION, SPECIAL EVENTS, EDUCATION, AND PROMOTION

A. As directed by the City, Tthe Franchisee shall participate and collaborateprepare and operate, in conformance with the direction of the City, through its Director or designee, in special events and public outreachinformation campaigns and education program relating to recycling.that will have as theiritis mission changing the public's attitudes to better understand the value of reducing waste and source-separating waste for recycling. These special events and public outreach informationprogrameffortscampaigns shall aim to maximize citizen participation in the use of the Recycling Center. The ongoing public information and education shall be designed to increase public participation in waste reduction and recycling throughout the term of this Exhibit E. Activities shall be designed to maintain continued citizen use of existing recycling facilities and maximize participation in such facilities. The Franchisee shall keep the public informed of allthe programs and encourage participation therein.

B. When directedrequested by the City to participate in special events and collaborate and provide public outreach effortsinformation, tThe Franchisee shall prepare and submit detailed costs estimates for such activities to the City. alternate solid waste education programs, along with the prospective costs thereof, and shall submit such prospective programs and costs to the Director on or before June 1 of each year this Exhibit E and Franchise is in effect. Such activities and costs thereof,program shall be approved by the CityDirector or designee, in writing, prior to Franchisee commencing sucheommencement of activities.its implementation by the Franchisee.

This program shall, at a minimum, familiarize people with essential waste reduction and recycling concepts; explain the benefits of recycling; explain the purpose and the manner of the recycling program; show the convenience of the whole range of recycling opportunities in the City (both existing and those developed in the future) including, but not limited to: drop-off stations, buy-back operations, and charity drives; and shall outline how those interested can obtain further information about these programs. The content of all written materials is subject to the review and approval of the Director. The Franchisee shall be responsible for printing, producing and distributing these materials.

C. The public information and education program shall be consistently presented and must emphasize all materials to be accepted. Activities shall include, but not be limited to, assisting the Director in area-wide publicity; attending interviews scheduled with the media and attending meetings with representatives of the solid waste and secondary materials management industries in order to explain the program.

/SW112612non

EXHIBIT G
FEE SCHEDULE
EFFECTIVE DATE - October 1, 2020~~19~~

SECTION 1.0 ADJUSTMENTS INCLUDED IN EXHIBIT G

1.1 Reimbursement: City agrees to pay the Franchisee the amounts shown herein for Solid Waste Services performed, pursuant to this Agreement.

1.2 Fees: Exhibit G does not include billing or other City fees. Such billing and City fees are included in the actual rates charged to the producer.

1.3 Franchise Fee: A five percent (5%) franchise fee is included in Exhibit G, except where indicated.

SECTION 2.0 RATES FOR EACH RESIDENTIAL UNIT

2.1	Individual Residential Units Includes mobile homes, duplexes, and apartment units. This fee also includes fees for curbside recycling collection services.	Per Month	Each unit	$8.67~~53~~
2.2	Apartment Curbside Recycling	Per Month	Each unit	$3.30~~25~~
2.3	Individual Residential SW Service Level		Per Month	
		35 gallon cart	Each unit	$0.57~~6~~
		65 gallon cart	Each unit	$1.13~~1~~
		95 gallon cart	Each unit	$1.68~~5~~
	On Demand	35 gallon cart	Each service	$0.28

Note: Annual Modification to fees in Section 18.2 of Exhibit A shall not apply to any fee in Section 2.4, 2.6 or 2.8 of this Exhibit G.

2.4	Individual SW Roll Cart	Per Month	Each unit	$0.57

2.5 SW Roll Cart Operation & Maintenance Per month
$3,567.92~~09.66~~

2.6	Individual Recycling Roll Cart	Per Month	Each unit	$0.58

2.7 Recycling Roll Cart Operation & Maintenance Per month
$11,147.33~~5,927.80~~

Includes glass deposit site maintenance, roll cart exchanges & repairs, roll cart cleaning, inventory storage and extra rear load helper route.

2.8	Material Recovery Facility (MRF) Processing Includes actual single stream material processing costs passed on to City.	Per Ton	$112.73
2.9	Cart size exchange	First 30 days	$0.00
		After 30 days	$16.88~~60~~
2.10	Return Service: (e.g., blocked roll cart, roll cart not set out on time, roll cart not able to be serviced)	First time	$0.00
		Second time	$11.26~~08~~
		Third time (and following times)	$22.50~~13~~
2.11	Roll Cart Replacement (lost, stolen, damage from abuse)	Each unit	$36~~5~~.4~~8~~9
2.12	Carry - Out Service Per Month		
	A. Outside of Building: Two (2) bags or (1 roll cart)	Each unit	$11.81~~62~~
	B. Inside of Building: Two (2) bags or (1 roll cart)	Each unit	$13.43~~21~~

Each carryout service producer shall provide reasonably safe access to solid waste container(s).

2.13	Over Service Level: Per bag or equivalent	Each unit	$4.46~~39~~

Business Rate for Residential: Residential Units utilizing mechanical or compactor containers shall be billed at the business rate for such containers.

SECTION 3.0 RATES FOR BUSINESS UNITS USING MANUAL CONTAINERS

3.1	Loose Yardage on Ground (not fault of Franchisee)	Per cu. yard	$7.96~~83~~

3.2 Commercial Roll Carts Per month (serviced one [1] time weekly)

35 gal	9.07
65 gal	9.07
95 gal	13.58

3.3	Commercial Curbside Recycling	Per Month	Each unit	$3.30~~25~~
3.4	Individual Recycling Roll Cart	Per Month	Each unit	$0.57
3.5	Recycling Roll Cart Operations & Maintenance		Per month	$401.40~~394.85~~

SECTION 4.0 RATES FOR RECYCLING MOBILE CONTAINERS (RMC)

4.1 Rental Rates:

6 Yard Container Rental	Per month	$52.89~~03~~
Sales Tax on Rental		$ 3.17~~2~~
10.5 Yard Container Rental	Per month	$80.79~~79.47~~
Sales Tax on Rental		$ 4.85~~77~~
12 Yard Container Rental	Per month	$94.40~~2.86~~
Sales Tax on Rental		$ 5.66~~57~~

4.2 Types of Services:

A. Franchisee Services/Value of Recycled Materials Retained by Franchisee:

1) RMC hauled, emptied and exchanged by Franchisee
2) No Reimbursement for recyclable materials to customer
3) On-call service with twenty four (24)-hour notice
4) Rate per haul and exchange $43.01~~2.31~~

B. Franchisee Services/Value of Recycled Materials Retained by Customer:

1) RMC hauled, emptied and exchanged by Franchisee
2) Reimbursement at the current rate for recyclable materials to customer, providing there is no contamination from unacceptable items.
3) On-call service with twenty four (24)-hour notice
4) Rate per haul and exchange $51.68~~0.84~~

C. Customer Service/Value of Recycled Materials Retained by Customer:

1) RMC hauled, emptied and exchanged by customer
2) Reimbursement at the current rate for recyclable materials to customer
3) Rate per haul and exchange $ 0.00

SECTION 5.0 RATES FOR MECHANICAL CONTAINERS

5.1 Mechanical Container Rates Per Month:

Cont. Size	Rental	Sales Tax	Times Per Week 1	2	3	4	5
1 yd	6.1~~0~~5	0.3~~7~~6	24.5~~1~~4	49~~8~~.0~~2~~4	73~~2~~.4~~2~~7	97~~5~~.19~~60~~	122~~0~~.35
2 yds	7~~6~~.06~~94~~	0.42	41~~0~~.05~~38~~	82~~0~~.04~~70~~	123~~1~~.05~~4~~	164~~1~~.06~~38~~	205~~1~~.01~~66~~
3 yds	13.28~~06~~	0.80~~78~~	56~~5~~.84~~91~~	112~~1~~.88~~04~~	170~~67~~.53~~75~~	227~~3~~.36~~65~~	284~~79~~.17~~53~~
4 yds	14.49~~25~~	0.87~~6~~	73~~2~~.2~~0~~8	146~~4~~.51~~12~~	219~~6~~.77~~18~~	293~~88~~.00~~22~~	366~~0~~.30~~2~~
6 yds	19.08~~8.77~~	1.14~~3~~	104~~2~~.14~~3~~	208~~5~~.80~~39~~	312~~07~~.2~~1~~8	416~~09~~.3~~5~~1	520~~11~~.3~~8~~7
8 yds	23.70~~31~~	1.42~~0~~	135~~32~~.18~~97~~	270~~65~~.20~~79~~	404~~398~~.91~~30~~	539~~1~~.94~~12~~	674~~63~~.01~~0~~

5.2	Locking Mechanism Mechanical Container	Per month	$3.13~~08~~
5.3	Extra Service for Mechanical Containers With ~~twenty four~~twenty-four (24) hour notice:	Each dump	$29.52~~04~~
5.4	Temporary (less than two [2] months) Placement or Removal of a Mechanical Container:	Each move	$40.66~~00~~

SECTION 6.0 RATES FOR SPECIAL SERVICES

6.1 Special hauls with pickup truck:

On day of service – zero to fifteen (0-15) minutes	$32~~1~~.07~~55~~
From Landfill to City – sixty (60) minutes	$64~~3~~.17~~2~~
Each fifteen (15) min. after first sixty (60) min.	$16~~5~~.03~~77~~

6.2 Special hauls with packer truck:

On day of service – zero to fifteen (0-15) minutes	$56~~5~~.72~~9~~
From Landfill to City – zero to sixty (0-60) minutes	$113~~1~~.43~~58~~
Each fifteen (15) min. after first sixty (60) min.	$28~~7~~.42~~96~~

6.3 Special Services with roll-off truck:

Large Container Service:

Rental rate for one (1) time exchange service and rental rate per day after first five (5) working days

Cont. Sales

Size	Rental	Tax	Delivery	Exchange	Pickup
22 yd	9.5438	0.576	887.4400	887.4400	887.4400
30 yd	12.9675	0.786	887.4400	887.4400	887.4400

Additional Large Container Service for City Facilities:

Note: Includes City special services such as yard waste program at Moscow Recycling Center.

Compactor Service:

Service	Per haul	$1764.8900
Loose Yardage	Per yard	$7.9279
Compacted Yardage (small compactor)	Per yard	$421.3667

6.4 Dead Animals: Special Haul rates shall be charged for collection and disposal of dead animals.

6.5 Service: Arrangements for Special Hauls shall be made with Franchisee.

6.6 Special Waste: The rates for hazardous waste and infectious and potentially harmful waste will include time, equipment, materials, franchise billing fee and disposal fees.

SECTION 7.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF SOLID WASTE PROCESSING FACILITY

FRANCHISE FEE OF FIVE PERCENT (5%) DOES NOT APPLY TO FEES IN SECTION 7

7.1 Solid Waste Processing Facility Operational Franchise Reimbursement

Per year	$496,801.9488,689.69
Per month	$410,400724.164

7.2 Annual Tonnage Reimbursement

A. If annual tonnage exceeds the base annual tonnage of thirty-two thousand two hundred (32,200) tons in a contract year, Franchisee shall receive additional compensation.

Per additional ton (Adjusted per ton) $15.4318

B. If the annual tonnage is less than the base annual tonnage, then no additional compensation to Franchisee.

C. If the annual tonnage is less than seventy five percent (75%) of the base annual tonnage, then refer to Section 2.B.2. of Exhibit C.

7.3 -Rate Reimbursement for Miscellaneous Costs. See 2.0.C. of Exhibit C as therein provided in sub-paragraphs 1 through 11.

Miscellaneous Rate	Per year	$225~~59~~,865~~241~~.57~~82~~
	Per month	$18,822.13~~21,603.48~~

7.4 Direct Reimbursement Cost

Tire disposal	Actual
Household Hazardous Waste disposal	Actual

SECTION 8.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF MOSCOW RECYCLING CENTER

Note: Franchise fee of five percent (5%) shall not apply to any fees in Section 8 of this Exhibit G.

8.1	Compensation	Per ton	$ 41~~0~~.33~~66~~
8.2	Public Information, Special Events and Promotion~~Base Rate Educational Program Per year $45,651.00~~		
	Time and Materials	~~Per month~~	~~$3,804.25~~
8.3	Revenue Sharing ~~From~~from Sales of Recycling Commodities		
	Compensation or Payment Formula as stated in Exhibit E, 2.0, K.		
	Calculated at the end of each fiscal year		

~~Note: Annual Modification to fees in Section 18.0 of Exhibit A shall not apply to any fee in Section 8.2 of this Exhibit G.~~

SECTION 9.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF BIOSOLIDS COMPOSTING FACILITY

9.1 Biosolids Composting Facility Operational Franchise Reimbursement
(Annual processing of up to seven thousand [7,000] wet tons of City of Moscow produced biosolids)

	Per year	$214~~1~~,975~~464~~.30~~98~~
	Per month	$ 17,914.61~~622~~.08

9.2	Franchisee Reimbursement for processing materials from outside sources between four thousand five hundred (4,500) and seven thousand (7,000) wet tons not produced from City of Moscow WWTP	Per ton	$15.29~~04~~

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 8, 2020

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor, Sarah Banks, Finance Director	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Update on Governor's Public Safety Grant Initiative and Revision and Acceptance of Updated L-2 and Appropriation Ordinance (ACTION ITEM) - Gary J. Riedner / Sarah Banks

DESCRIPTION

On August 17, 2020, the City Council approved the City's participation in the Governor's Public Safety Grant Initiative (GPSGI) in the amount of $1,646,816 for FY2021. The GPSGI utilizes federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. The GPSGI provides funding for public safety payroll expenses to city and county governments that agreed to participate in the Initiative and further agreed to provide the resulting savings as property tax relief to their taxpayers by foregoing the taxes that would otherwise traditionally have been collected.

On July 6, 2020, the City Council had approved the filing of a Letter of Intent to participate in the GPSGI. The City of Moscow was notified that it had been approved to receive $1,646,816 in GPSGI funds, which includes 3% allowed Administrative Expenses, and Moscow Urban Renewal Agency (MURA) increment, both of which are deducted from the amount to be used for property tax relief.

Staff presented amended FY2021 Appropriations Ordinance 2020-08 which was approved under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary. The City Council also authorized the Mayor to execute a revised L-2 Property Tax Certification.

On August 25, 2020, the City was informed by the Idaho State Tax Commission that the amount of the increment to be paid to the Moscow Urban Renewal Agency had been recalculated, which necessitates a further amendment of the FY2021 Appropriations Ordinance and further revision of the L-2 Property Tax Certification. Those revised documents are included in the backup for City Council consideration.

Staff has also received, and is continuing to receive, further guidance regarding the GPSGI. In order to provide for as much time as possible to continue to research the program, Mayor Lambert has requested an extension of time to file the L-2, pursuant to Idaho Code section 63-803(3), in accordance with the attached memo from the City Supervisor.

STAFF RECOMMENDATION

1. Review and approve the draft second revised FY2021 Appropriations Ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary; and

2. Authorize the Mayor's execution of the revised L-2 property tax certification.

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. Review and approve the draft second revised FY2021 Appropriations 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 take other such action deemed appropriate; and
2. Authorize the Mayor's execution of the revised L-2 property tax certification; or take other such action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. memo-MayorCC; CARES Act GPSGI 0920
2. 2021 L2 GPSGI
3. TAXSUMM2021 Revised GPSGI
4. 2nd Amended Appropriations Ordinance FY2021

MEMORANDUM

To: Mayor & City Council

From: Gary J. Riedner, City Supervisor

c: Mia Bautista, City Attorney

Sarah Banks, Finance Director

Date: September 4, 2020

Re: CARES Act/Governor's Public Safety Grant Initiative

As Council has been advised on several occasions in the preparation of the FY2021 budget process, and most recently at City Council meetings on August 3 and August 17, 2020, Idaho Governor Brad Little has proposed a one-time allocation of $188 million of federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds to be utilized by Idaho cities and counties to reimburse for personnel expenses of public health and public safety employees. The program is identified as the Governor's Public Safety Grant Initiative (GPSGI).

The amount of funds available under the GPSGI program for an individual city or county was to be based upon population, as well as the number of cities and counties participating in the program. The funds are available only if the local government provides a like amount in property tax relief.

The CARES Act is contained in H.R. 748. The pertinent section which describes the approved uses of CARES Act funds by government are contained in Section 5001(d):

> ''(d) USE OF FUNDS. - A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—
>
> ''(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
>
> ''(2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and
>
> ''(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Furthermore, the City is required to certify that the use of the funds is consistent with subsection (d), specifically Section 5001(e) states:

> "(e) CERTIFICATION. – In order to receive payment under this section, a unit of local government shall provide the Secretary with a certification signed by the Chief Executive for the unit of local government that the local government's proposed uses of the funds are consistent with subsection (d)."

On July 3, 2020, the Latah County Prosecuting Attorney's Office issued a letter to the Office of the Governor indicating that a significant number of Idaho's county prosecutors felt that the GPSGI program did not meet the legal requirements of the federal CARES Act, and further

requested the Governor to obtain legal opinions of the Idaho Attorney General and the United States Treasury Department.

On July 7, 2020, the City Council authorized Mayor Lambert to send a non-binding letter of intent to the Governor's Coronavirus Financial Advisory Committee indicating the City's intent to participate in the GPSGI program.

On July 8, 2020, the City received a copy of an opinion issued by Assistant Chief Deputy Attorney General Brian Kane, addressed to Representative Sally Toone of Gooding, dated July 7, 2020, which analyzed the question of whether the CARES Act and United State's Department of the Treasury direction allow for the use of Idaho's CARES funds to pay salaries that were already budgeted. A copy of that opinion is attached.

On July 14, 2020, Bonner County filed a complaint for declaratory judgment in the United States District Court alleging that the GPSGI program was invalid because the State was not authorized to place conditions upon the recipient local government's receipt of the CARES Act funds. A copy of that complaint is attached. No decision has been issued by the Court as of the date of this memo.

The letter of intent authorized by the Moscow City Council was issued on July 15, 2020, and included estimated payroll costs of $3,882,844 in public safety salaries, calculated between March 1, 2020 through December 30, 2020. On July 24, 2020, the Idaho Division of Financial Management issued the pro rata allocation of the GPSGI funding, which allocated $1,646,816 in funds available to the City of Moscow under the program, which includes 3% allowed Administrative Expenses, and Moscow Urban Renewal Agency (MURA) increment, both of which are deducted from the amount to be used for property tax relief.

At the August 3, 2020 City Council meeting, Ordinance 2020-07 (the FY2021 Appropriations Ordinance) was approved under suspension of the rules requiring three complete and separate readings and that ordinance be read by title and published by summary. The City Council also authorized the Mayor to execute the L-2 property tax certification in the aggregate amount of $7,276,525. As staff reported at that meeting, the GPSGI funding for public safety payroll expenses could be accessed if the City Council agreed to provide the resulting savings as property tax relief by foregoing the same amount of taxes that could otherwise have been collected.

At the August 17, 2020 City Council meeting, staff presented the Council with an amended FY2021 Appropriation Ordinance and L-2 property tax certification. The amendments included GPSGI funding. Staff explained the GPSGI program, including the questions that had been raised regarding compliance of the program with the federal mandates of the CARES Act. City Council approved the amended Appropriation Ordinance 2020-08, and amended L-2 property tax certification. Because of the continuing discussions regarding the GPSGI program, Council further directed staff to deliver the L-2 property tax certification to Latah County on September 10, 2020, the final day to file, and directed staff to continue to research the issues.

On August 25, 2020, the Idaho State Tax Commission issued revised urban renewal increment calculations, which required recalculation of the property tax reduction occasioned by the GPSGI program and consequently, the L-2 property tax certification. At the September 8, 2020 City Council meeting, staff will be presenting another Amended Appropriation Ordinance and revised

L-2 Property Tax Certification in order to reflect the correct calculations after taking the revised urban renewal increment into account.

As the City Council will again consider the approval of an amended appropriation ordinance and L-2, it is appropriate for the Council to again consider the decision to participate in the GPSGI program, or to forego the program because of the perceived uncertainties.

To that end, staff has determined that it is possible to request an extension to the September 10, 2020 deadline for filing the L-2 Property Tax Certification. Idaho Code §63-803(3) allows the County Commissioners to grant a taxing district's request an extension of not more than seven (7) working days. Mayor Lambert sent a letter of request to the Latah County Commissioners on Friday, September 4, 2020. The request has been scheduled to come before the County Commissioners at their regular meeting of September 9, 2020.

2020 Dollar Certification of Budget Request to Board of County Commissioners L-2

City Only - For Cities Using Governors Public Safety Initiative Funds

(the L-2 worksheet and applicable "Voter Approved Fund Tracker" and budget publication must be attached)

District or Taxing Unit's Name: City of Moscow

Fund	Total Approved Budget*	Cash Forward Balance	Other revenue *NOT* shown in Column 5(a,b)	Property Tax Replacement (16 of Worksheet)	Approved GPSI** (Line 20 of Worksheet)	GPSI Less Adjustment (Line 21 of Worksheet)	Balance to be levied Col. 2 minus (Cols. 3+4+ 5(a+c))
1	2	3	4	5a	5b	5c	6
NON-EXEMPT FUNDS							
General Fund	16,942,594	228,864	10,393,464	90,141	1,646,816	1,546,384	4,683,741
GO Bond & Interest	1,046,400					-	1,046,400
All Other Funds: Non Tax	78,144,519	35,543,367	42,601,152			-	-
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
Non-Exempt Total:	**96,133,513**	**35,772,231**	**52,994,616**	**90,141**	**1,646,816**	**1,546,384**	**5,730,141**
EXEMPT FUNDS (Voter Approved Initiatives, Bonds, and/or Judgment Funds)							
Non-Exempt Total:	**-**	**-**	**-**	**-**			**-**
SUM OF NON-LEVY FUNDS							-
Column Total:	**96,133,513**	**35,772,231**	**52,994,616**	**90,141**	**1,646,816**	**1,546,384**	**5,730,141**

I, the undersigned, attest that a public hearing was held and a resolution was adopted to:
RESERVE the current year's forgone amount $187,814,
RECOVER existing forgone amount of $_____. (must match line 18 of the L-2 worksheet)
I have attached the adopted and signed resolution indicating the amount of forgone to be reserved or recoverec

I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803.
I certify by including GPSI funds and signing this document I agree to relinquish our 3% increase and will not take previously accrued forgone balance.
To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.

Signature of District Representative **Title** **Date**

Please print above: Contact Name and Mailing Address **Email Address:**

Phone Number: ( ) **Fax Number:** ( )

* Do not include revenue allocated to urban renewal agencies.

EFO00078_08-06-2020

**Governor's Public Safety Initiative (GPSI) shown in 5(b) can only be applied to the appropriate non-exempt funds

Levy Rate Calculation Worksheet
For County Use Only

District's Name: City of Moscow

DO NOT ENTER IN SHADED AREAS:

For I.C. §63-1305 Judgments, I.C §33-802 Judgment Obligations, temporary Override/Supplemental, and School Emergency funds increment value added if first certified after 12/31/2007. For Bonds, and Plant Facility, increment value added if voter approved after 12/31/2007, or if new RAA or RAA annexation. For any existing funds, the levy may need to be computed using part of the increment value if boundary changes have occurred.

Market Value Area: Please enter any U/R increment

County	Less U/R Increment (A) Net Taxable Market Value	U/R Increment Values (B) Total Net Increment Value	(C) Partial Increment Value	(D) Increment Value of Annexed Area Only	Taxable Value plus Increment: Net Value plus ALL Increment (A+B)	Net Value plus Partial Increment Only (A+C)	Net Value plus Annexation Increment Only (A+D)
Latah	1,452,190,500				1,452,190,500	1,452,190,500	1,452,190,500
					0	0	0
					0	0	0
					0	0	0
Total Value:	**1,452,190,500**	**0**	**0**	**0**	**1,452,190,500**	**1,452,190,500**	**1,452,190,500**
		U/R Key Code:		**U/R Key Code**	**(1)**	**(2)**	**(3)**

Leave Blank if NO U/R Increment added.
1 = All increment added.
2 = Partial increment added.
3 = Annexation increment added.

Levy Calculation Area

Fund	Balance to be levied	U/R Key Code	Levy Rate	Maximum Levy Rate (Enter the fund's maximum levy rate below.)	"Over Max" (Maximum Levy Limit Testing Area)	L-2 Col 5(c) + Col 6 (Balance Before GPSI Adjustment)	Levy Rate (Hypothetical Non-Exempt)
NON-EXEMPT FUNDS							
General Fund	4,683,741		0.003225294			6,230,125	0.004290157
GO Bond & Interest	1,046,400		0.000720567			1,046,400	0.000720567
All Other Funds: Non Tax	0		0.000000000			-	0.000000000
EXEMPT FUNDS (Voter Approved Initiatives, Bonds, and/or Judgment Funds)							
SUM OF NON-LEVY FUNDS	0						
Totals:	**5,730,141**		**0.003945861**			**7,276,525**	**0.005010724**

2020 L-2 Worksheet (must be attached to the L-2 form)

District Name: City of Moscow

Computation of allowable 3% budget increase:				
*Enter the amount from the "Highest Non-Exempt P-Tax Budget + P-Tax Replacement" column from the "Maximum Budget and Forgone Amount Worksheet."			**(1)**	6,260,470
Multiply line 1 by 3%.			**(2)**	187,814
Enter the total amount you received for Solar Farm Tax from the immediate prior year.			**(3)**	
New Construction & Annexation allowable budget increases calculation:				
Enter the 2019 non-exempt levy rate from the "Maximum Budget and Forgone Worksheet".	**(4)**	0.004502150		
Enter the 2020 value of district's new construction roll from each applicable county below:				
County Name		**Value**		
Latah County	**(A)**	13,281,647		
	(B)			
	(C)			
	(D)			
Total of New Construction Roll Value:	**(5)**	**13,281,647**		
New Construction Roll allowable budget increase (multiply line 5 by line 4).			**(6)**	59,796
Enter the 2020 value of district's annexation value from the applicable county below:				
Enter the 2020 value of annexation from property assessed by the county.	**(7)**			
Annexation allowable budget increase (multiply line 7 by line 4).			**(8)**	-
Total Non-Exempt Allowable Budget (before P-tax Replacement and P-tax Substitute Funds deductions):				
Add lines 1+2+3+6+8			**(9)**	6,508,080
Property Tax Replacement:				
Enter yearly amount of the agricultural equipment replacement money.	**(10)**	376		
Enter yearly amount of the personal property replacement money.	**(11)**	89,765		
Information below is reported in indicated columns of the "Recovered/Recaptured Property Tax and Refund List":				
Enter the Solar Farm Tax reported in column 1.	**(12)**			
Enter the recovered Homeowner's Exemption property tax reported in column 2.	**(13)**			
Enter the total amount reported in column 3.	**(14)**			
Enter the total amount reported in column 4.	**(15)**			
Enter the total of lines 10 thru 15: (Col. 5(a) total of L-2 must equal this amount).			**(16)**	90,141
Forgone Amount Section: Please complete this section even if you don't plan on using your forgone amount.				
Enter the total forgone amount reported on the "Maximum Budget and Forgone Amount Worksheet."	**(17)**	124,296		
Enter the forgone amount to be recovered in your budget. This amount can't exceed what is reported on the attached resolution.			**(18)**	
Maximum Allowable Non-exempt Property Tax, Including Forgone Amount, That Can Be Levied:				
Maximum non-exempt property tax budget including forgone amount. Line 9 minus 16 plus 18.			**(19)**	6,417,939
Governor's Public Safety Initiative (GPSI)				
Enter Amount Approved for Governor Public Safety Initiative (GPSI):	**(20)**	1,646,816		
District Revenue for Administrative Expense (3% of GPSI)	**(20a)**	49,404		
Urban Renewal Agency (URA) Allocation (Provided By Idaho State Tax Commission)	**(20b)**	51,028		
Non-exempt property tax budget less GPSI adjustment (Line 20 - Line 20(a+b)) **(Must match col. 5(c) budget total of L-2)**			**(21)**	1,546,384
Less 3% Budget Increase: Required For GPSI Funds (Line 2)	**(22)**	187,814		
Maximum non-exempt property tax budget including forgone and GPSI amount. (Line 21- Line 22)			**(23)**	**4,683,741**

* = The reported amount excludes the I.C.§ 63-1305C refund.

PROPERTY TAX SUMMARY

FY2020 Adopted Compared to FY2021 Approved

City of Moscow Assessed Valuation 2019 as of March 2020 1,371,464,022
Estimated 2020 Valuation as of July 2020 1,452,190,500

	2020 ADOPTED	Levy Rate per $1000	2021 Proposed	Levy Rate per $1000
Base Property Taxes	5,756,499		6,260,470	
Allowable Growth Items:				
Plus Construction Roll Taxes (Est.)	131,276		59,796	
Plus Annexation	0		0	
Plus 3% Allowable	172,695		0	
Ag Replacement Tax	0		0	
Recovered Judgement Tax	0		0	
Recovered Homeowner's Exemption				
Funding Programs				
Foregone Amount Available for Levy ($124,296)	200,000		0	
Replacement Funding for COPs Grant	0		0	
Airport support for capital improvements	0		0	
Sub-total Non-exempt Property Taxes Collected	$6,260,470		$6,320,266	
Total Property Tax Replacement monies not to be levied	(90,141)		(90,141)	
Total GPSGI monies not to be levied			(1,495,356)	
Total URA Allocation to be levied			(51,028)	
Total Non-exempt Property Taxes to be levied	$6,170,329	$4.50	$4,683,741	$3.23
Bonds & Interest - New Issue	994,288	$0.73	1,046,400	$0.72
Sub-total Exempt Property Taxes	$994,288	$0.73	$1,046,400	$0.72
Total City of Moscow Property Taxes	$7,164,617	$5.23	$5,730,141	$3.95

Residential Tax Calculation (based upon a $200,000 home):			Annual Dollar Difference
Lot	$50,000.00	$50,000.00	
Home	150,000.00	150,000.00	
Total Assessed Valuation	200,000.00	200,000.00	
Less Homeowners Exemption	($100,000.00)	($100,000.00)	
Taxable Valuation	$100,000.00	$100,000.00	
X Nonexempt City Levy Amount	$450.32	$322.53	($127.79)
X Exempt City Levy Amount	$72.56	$72.06	($0.51)
Total City Tax Exempt	$522.88	$394.59	($128.30)

PROPERTY TAX SUMMARY

FY2021 Maxium Compared to FY2021 Approved

City of Moscow Assessed Valuation 2019 as of March 2020 1,371,464,022
Estimated 2020 Valuation as of July 2020 1,452,190,500

	2021 MAXIMUM	Levy Rate per $1000	2021 Proposed	per $1000
Base Property Taxes	6,260,470		6,260,470	
Allowable Growth Items:				
Plus Construction Roll Taxes (Est.)	59,796		59,796	
Plus Annexation	0		0	
Plus 3% Allowable	187,814		0	
Ag Replacement Tax	0		0	
Recovered Homeowner's Exemption	0		0	
Funding Programs				
Foregone Amount Available for Levy	124,296		0	
Sub-total Non-exempt Property Taxes Collected	$6,632,376		$6,320,266	
Total Property Tax Replacement monies not to be levied	(90,141)		(90,141)	
Total Non-exempt Property Taxes to be levied	$6,542,235	$4.77	$6,230,125	$4.29
Bonds & Interest - New Issue	1,046,400	$0.76	1,046,400	$0.72
Subtotal Exempt Property Taxes	$1,046,400	$0.76	$1,046,400	$0.72
Total City of Moscow Property Taxes	$7,588,635	$5.53	$7,276,525	$5.01

Residential Tax Calculation(based upon a $200,000 home):			Dollar Difference
Lot	$50,000.00	$50,000.00	
Home	150,000.00	150,000.00	
Total Assessed Valuation	200,000.00	200,000.00	
Less Homeowners Exemption	($100,000.00)	($100,000.00)	
Taxable Valuation	$100,000.00	$100,000.00	
X Nonexempt City Levy Amount	$477.03	$429.02	($48.01)
X Exempt City Levy Amount	$76.30	$72.06	($4.24)
Total City Tax Exempt	$553.32	$501.07	($52.25)

ORDINANCE NO. 2020 – ___

AN ORDINANCE REPLACING AND SUPERSEDING ORDINANCE 2020-08, ENTITLED ANNUAL APPROPRIATION ORDINANCE; THIS NEW ORDINANCE IS ENTITLED "AMENDED ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING NINETY-SIX MILLION ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS ($96,133,513) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2021 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2020, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2021, AND ALLOTTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF SEVEN MILLION THREE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS ($7,366,666) FOR THE 2021 FISCAL YEAR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on June 11, 2020, Idaho Governor Brad Little approved the Public Safety Grant Initiative which provided funding for public safety payroll expenses to city and county governments that agreed to participate in the Initiative and further agreed to provide the resulting savings as property tax relief to the taxpayers of the participating units of local government by foregoing the taxes that would otherwise traditionally have been collected; and

WHEREAS, on July 15, 2020, the City of Moscow, issued a Letter of Intent indicating the City Council's intent to participate in the Public Safety Grant Initiative; and

WHEREAS, the City of Moscow was approved to receive $1,646,816, in Public Safety Grant Initiative funds, which includes 3% Administrative Expenses in the amount of $49,404, and Moscow Urban Renewal Agency increment in the amount of $51,028 both of which are deducted from the amount to be used for property tax relief: and

WHEREAS, pursuant to the Public Safety Grant Initiative payroll expense reimbursement, the amount of property tax relief is $1,546,384; and

WHEREAS, on August 3, 2020, prior to being approved for the Public Safety Grant Initiative payroll expense reimbursement, the Moscow City Council approved Ordinance 2020-07, which must be replaced and superseded by this Amended Appropriations Ordinance in order to participate in the Initiative and to receive the payroll expense reimbursement.

NOW, THEREFORE:

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

SECTION 1: There is hereby appropriated out of any monies in the treasury of the City of Moscow, Idaho, not otherwise appropriated, and out of any revenue which the City of Moscow may acquire between the 1st day of October, 2020, and the 30th day of September, 2021, the sum of ninety-six million one hundred thirty-three thousand five hundred thirteen dollars ($96,133,513) for the purpose of defraying all necessary expenses and liabilities of such corporation for the fiscal year beginning the 1st day of October, 2020 and ending the 30th day of September, 2021.

SECTION 2: The following sums are hereby appropriated and allocated for the purpose of defraying expenses and liabilities for the following objects and purposes:

	Adopted Budget
General Fund	
General Government	$7,526,790
Public Safety	$9,415,804
Total General Fund	**$16,942,594**
Street Fund	$2,956,724
Transit Center	$29,626
Recreation & Culture Fund	
Parks & Recreation Fund	$2,914,590
Art Fund	$216,012
Community Events	$201,278
Total Recreation & Culture Fund	**$3,331,880**

MSDCP	$ 148,282
1912 Center Fund	$ 106,100
Hamilton Trust Fund	$ 227,700
Enterprise Funds	
Water Fund	$ 6,912,676
Sewer Fund	$ 9,296,006
Sanitation Fund	$ 6,377,084
Total Enterprise Funds	**$ 22,585,766**
Fleet Management Fund	$2,829,415
Information Systems Fund	$ 1,690,912
Capital Construction Funds	
Water Capital Projects Fund	$12,219,947
Sewer Capital Projects Fund	$14,548,202
Sanitation Capital Projects Fund	$6,662,522
Capital Projects Fund	$10,750,618
LID Construction Fund	$29,166
Total Capital Construction Funds	**$44,210,455**
Debt Service Funds	

DRAFT

General Obligation	$1,047,400
Special Assessment Fund	$26,659
Total Debt Service Funds	**$1,074,059**
GRAND TOTAL	**$96,133,513**

SECTION 3: That the City of Moscow hereby certifies a tax levy in an amount not to exceed $5,733,135 on the taxable market value of all taxable property within the corporate limits of the City of Moscow, Latah County, Idaho, to provide revenue for the following purposes:

Activity	**Taxable Amount Certified**
General Fund	$4,683,741
General Obligation Bond Fund	$1,046,400
Total	**$5,730,141**

SECTION 4: REPEALER. That this Ordinance repeals, supersedes and replaces Ordinance 2020-07, adopted by the Moscow City Council on August 3, 2020.

SECTION 5: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 6: That the City Clerk of the City of Moscow is hereby directed to file a certified copy of this Ordinance with the County Commissioners of Latah County, Idaho, and the Secretary of State in accordance with Idaho Code Sections 50-1003 and 50-1007.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

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

_____
Bill Lambert, Mayor

ATTEST

_____
Laurie M. Hopkins, City Clerk

DRAFT