Moscow City Council

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday, September 7, 2021 | **7:00 PM** | **Council Chambers 206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. We appreciate and encourage public participation. 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. For regular agenda items the public will usually have the opportunity for comment on that agenda item after the staff presentation. These agenda items do not include the consent agenda and reports. Please limit any remarks to three (3) minutes or less. 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. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Moscow City Council meetings are televised, videotaped and/or recorded. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website (www.ci.moscow.id.us). Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

MAYOR'S GOLF TOURNAMENT PRESENTATION

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. **Approval of Moscow City Council August 16, 2021 Minutes - Laurie M. Hopkins**

   B. **Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements - Nate Suhr / Alisa Anderson**

   The City of Moscow's Public Ave Corridor Safety Improvement project is located in northeast Moscow and includes a 1,100 foot corridor on Public Avenue from Polk Street to Lincoln Street. The project is designed to address a high rate of crashes causing injuries and a fatality in the project area. The project includes the installation of a concrete splitter island at the intersection of Polk Avenue and Public Avenue. The road section will be upgraded to include 12-foot vehicle lanes and 5-foot bicycle lanes. The project will also include the installation of approximately 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. The improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians. The total cost of the project is estimated at $880,000 with a maximum federal participation of $815,408. The local match requirement is 7.34% ($64,592) of which $3,000 was previously paid with the State/Local Agreement for Design and Construction that was executed in July, 2020. The Idaho Transportation Department (ITD) has requested the City execute a Local Professional Services Agreement to complete the Design Services phase prior to construction.

   To engage a design professional, a request for information (RFI) was issued by LHTAC for design

services on March 31, 2021, and three qualified engineering firms responded. HMH, LLC of Nampa, Idaho, has been selected to perform the design services work on this project. The LHTAC and City staff have negotiated an agreement with HMH, LLC to perform these services for $96,078.00. The amount equates to 15% of the estimated construction amount which both the LHTAC and City Staff deem reasonable for these services on a federal-aid project. The design is expected to be completed by January 31, 2022, and it is anticipated the project will be advertised for construction immediately following LHTAC's and ITD's approval. Construction is expected to occur during the spring of 2022.

ACTION: Approve the Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements Project No. A022 (402).

C. Harvest Hills Lot 1 Block 1 PUD Development Agreement - Bill Belknap

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd St. and Mountain View Road. On May 17, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 PUD and will be presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

ACTION: Approve the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

D. Harvest Hills Lot 1, Block 1 PUD Monumentation Agreement – Bill Belknap

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd Street and Mountain View Road. On May 17th, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 PUD and will be presented for City Council approval on September 7th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

ACTION: Approve the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

E. Harvest Hills Replat of Lot 1 Block 1 Final Plat and Final Planned Unit Development - Mike Ray

On May 17, 2021, Moscow City Council approved the Harvest Hills Replat of Lot 1 Block 1 preliminary Planned Unit Development (PUD) with no conditions, and approved the preliminary plat with three conditions. On August 4, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on August 11, 2021 and recommended approval to City Council.

ACTION: Approve the Harvest Hills Replat of Lot 1 Block 1 PUD and Final Plat.

F. Harvest Hills Second Addition Development Agreement – Bill Belknap

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property at the current eastern end of Third Street and, the Harvest Hills First Addition Subdivision. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be

presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

ACTION: Approve the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

G. Harvest Hills Second Addition Monumentation Agreement – Bill Belknap

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property located east of Mountain View Road and the current eastern extent of Third Street. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be presented for City Council approval on September 7th. If the Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

ACTION: Approve the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

H. Harvest Hills 2nd Addition Final Plat - Mike Ray

On May 17, 2021, Moscow City Council approved the Harvest Hills 2nd Addition preliminary plat with no conditions. On August 4, 2021, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on August 11, 2021 and recommended approval to City Council.

ACTION: Approve the Harvest Hills 2nd Addition Final Plat.

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: Thompson Annexation, Comprehensive Plan Land Use Designation, and Zoning Designation (ACTION ITEM) - Mike Ray

The applicant, Garrett Thompson, is proposing to rezone and retain the existing Comprehensive Plan land use designation for a 2.68-acre property proposed to be annexed into the City of Moscow and located directly south of Robinson Park Road and east of the current City Limits boundary. The current Comprehensive Plan Land Use Designation is Auto-Urban Residential and the applicant is proposing to retain that designation. The zoning on the subject property is currently Agriculture Forestry (AF) and the proposal is to rezone to the Medium Density Residential (R-3) Zone. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designations and Rezone on July 28, 2021 and recommended approval with no conditions.

PROPOSED ACTIONS: Conduct the public hearing upon the annexation, Comprehensive Plan land use designation, and zoning designation and upon consideration of any testimony presented:

1. Approve the Annexation Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary; or consider the Annexation

Ordinance on first reading; or reject the Annexation Ordinance; or take such other action deemed appropriate.

2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or reject the proposed Comprehensive Plan Land Use Designation Resolution and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

7. PUBLIC HEARING: Open Budget for Fiscal Year 2020-2021 (FY2021) (ACTION ITEM) - 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, as well as the reimbursement of an economic development incentive. The City Council has authorized expenditures, including fleet purchases replacing two Police Utility Interceptors, and police body cameras which were delayed due to COVID. Staff is proposing to amend Ordinance 2020-11 in the amount of $4,806,043 to accommodate the authorized appropriations.

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.

8. Drug Detection Dog Program (ACTION ITEM) - James Fry

Drug crimes in Idaho have been prevalent for decades. Synthetic drugs and the resurgence of traditional, illicit drugs like methamphetamine and heroin are becoming the drug of choice on the street. Prescription fraud, black market production and illegal imports of opiates have been identified by the Office of Drug Policy and the Center for Disease Control as a national health crisis. If there is a specific drug interdiction event planned in our community, we are forced to rely on outside agencies who have a Drug Detection K9 and only then if the K9 is available at the time of the request. In order to enhance the ability to detect and investigate drug crimes, the Moscow Police Department proposed a Drug Detection K9 program in the FY2022 budget. At the FY2022 budget public hearing on August 2, 2021, the City Council approved the appropriation of funds supporting the program. However, the City Council directed that the program be brought before City Council for approval prior to implementation and any expenditure of the budgeted funds. The City of Lewiston has a drug detection K9 program, and a demonstration has been arranged for City Council to provide additional understanding of how a drug dog can assist drug investigations. In addition, policies and procedures have been researched and drafted, and are included in the backup for this item. Staff will be available to answer questions and concerns.

PROPOSED ACTIONS: Receive presentation of the Drug Detection Dog Program and approve deployment of the program or take such other action deemed appropriate.

9. Sale of Current Police Station to University of Idaho (ACTION ITEM) - Mia Bautista

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue municipal bonds to construct a new police services facility, remodel the current police facility for use as an office building, and make minor improvements to the Paul Mann Building located to the west of City Hall.

On June 15, 2020, the City of Moscow purchased the Haddock Building, located at the southeast corner of Washington and Fifth Street, from Gritman Medical Park, LLC, for the price of $875,000. The purchase of the Haddock Building includes off-street parking and represents significant savings over the estimated remodel costs of the current police facility. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

On July 6, 2021, the City Council declared its intent to sell the property for the appraised value of $975,000. The City Clerk published a summary of the action and notice of a public hearing to take place August 2, 2021 in the official newspaper of the City (Moscow-Pullman Daily News).

On August 2, 2021, pursuant to Idaho Code 50-1403, the City Council held a public hearing at which the Council considered public testimony and declared it is in the City's best interest to convey the current Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for the appraised value of $975,000, and authorized such conveyance. The Council also directed staff to negotiate a purchase and sale agreement and to prepare an ordinance of conveyance and to bring the agreement and ordinance back to the City Council for review and approval in order to complete the transaction.

PROPOSED ACTIONS:

1. Approve the purchase and sale agreement for the Haddock building located at 118 E. Fourth St with the University of Idaho, or take such other action deemed appropriate;
2. Approve the Ordinance authorizing conveyance of real property 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.

REPORTS

City Council

Mayor

Staff

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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 16, 2021 **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, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio
ABSENT: Anne Zabala
STAFF: Gary J. Riedner, Mia Bautista, Jen Pfiffner, Tyler Palmer, Amanda Argona, Megan Cherry, Evan Timar, Mark , Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Council President Bettge led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 2, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report July 2021 - Sarah Banks

Staff presented the July 2021 Accounts Payable Report on August 9, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of July 2021.

C. Renewal of Intermodal Transit Center Lease with SMART Transit - Gary J. Riedner

The City currently leases space in the Intermodal Transit Center to Regional Public Transportation (RPT) dba SMART Transit. The initial lease was executed on September 4, 2012, and the term was three years, expiring on September 30, 2015. In 2016, an amendment extended the term of the original lease for an additional five (5) years, expiring on September 20, 2020. Due to an oversight on the part of both the City and SMART, the lease was not renewed prior to expiration. SMART has been occupying the Intermodal Transit Center under the terms of the prior lease, pending the negotiation of a new lease. The attached lease has been updated and prepared by the City Attorney and reviewed by SMART Transit Executive Director Ben Aiman and the SMART Transit Board. This was reviewed by the Administrative Committee on August 9, 2021 and recommended for approval.

ACTION: Approve the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow, and approve the Resolution authorizing said Lease.

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

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Timar recognized Marc Branscome who be the new Idaho Regional Director for PNCWA. Marc was President of the North Idaho Operators section for PNCWA from 2013 – 2018, and has been the Vice President of NIOS from 2018 to present. His role as Regional Director starts on September 15th for a 3-

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year term. Branscome said he has been volunteering for the organizationfor many years and appreciates the opportunity to serve.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

Dan Schoenberg (Moscow) spoke on public relations issues in regards to the budget. He feels the average student and citizen in Moscow only see "green" going out of their pockets. He suggested a communication pattern so citizens can talk about the budget in advance of the public hearing so there is less surprise. See attached letter passed out at the council meeting.

5. Public Hearing: Proposed FY2022 Fee Resolution (ACTION ITEM) - Gary J. Riedner

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, as required by Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2022 budget year, which support the FY2022 budget adopted by City Council after a public hearing held August 2, 2021. The fee increases are due to the additional costs associated with the delivery of services, including administration, operations and maintenance.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the attached FY2022 Fee Resolution with or without changes; or take such other action deemed appropriate.

Riedner went through an explanation of how land use fees are determined including costs for issuance, publication, and staff time. Fees are also restructured from time to time and are related to providing service.Using the Supreme Court calculation, General Facilities Charges are underfunded. Staff put together a 10 year plan for getting it back to normal. Mayor Lambert said the stormwater fees are mandated and implementation was delayed last year due to COVID. Riedner added the fee started out over $12.00, reduced to $9.00 and staff was able to cut it back even more to $7.92. The first few years will be cleaning and assessing the system. Determining capital can then assessed.

Mayor Lambert opened the public hearing at 7:27 p.m.

Victoria Seever (Moscow) said the City is about providing services and services cost money and do increase. The stormwater fee is federally required and she doesn't want the City to pay $150,000 per day if not in compliance. She sees how much staff finds ways to reduce costs and work efficiently throughout the year.

Dan Schoenberg (rural Moscow) spoke on the deposit for water sewer garage (WSG). More than 70% of tenants that move haven't paid the last month WSG bill. The property management/owner must deal with the aftermath. If there are other charges that consume the deposit, the property management/owner has to pursue the tenant. With the WSG bill approximately $120, he felt it should be raised from $100 to $130-135. He appreciated the comments on tax relief and on the new stormwater fee. He felt there should be more education regarding WSG bills, especially with the large group of students coming back into town. Schoenberg explained even though owners had a tax break last year, assessed value went up so rents were not lowered but not raised either.

Ken Grubs (Moscow) said his taxes for his home are more than one month social security tax. Taxes from 2011 to 2022 went up 34%. His pay increase at the U of I over 10 years was 11%. Cost of eating out is rising. A 5% increase sounds reasonable. However, there are many people in this similar situation where if increases continue, he won't be able to pay his bills.

Mayor Lambert closed the public hearing at 7:44 p.m.

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Sullivan commented the City has to ensure services to every citizen of Moscow and it costs money to do so. Costs go up and if fees are cut, the City could not provide the services. She suggested talking to the legislature and request an increase to the home owners exception.

Bettge also stated fees are paid for services received. He would consider increasing the deposit fee to $135. Staff didn't increase the deposit fee because they were trying to reduce the impact to the residents.

Taruscio appreciated Grubs perspective and agrees with Sullivan it costs money to provide services. She has watched staff work with minimal resources. She doesn't want to have increases in fees but need to do so that services remain high.

Kelly said it is sticker shock when every penny counts and can be the difference between going out or eating leftovers. She knows it is difficult with the increase but grateful the City took the $1.6 federal relief funds. She is impressed with staff who work diligently with what we have. Sullivan reiterated the stormwater fees were planned for last year and postponed, staff didn't receive raises last year, and this year the budget/taxes/fees are returning more to the level of 2020.

Mayor Lambert added a citizen can challenge the $7.92 stormwater fee based on their own situation.

Laflin said it is important to educate citizens on the difference between last year's budget and this year's budget. It could be done incrementally through the Daily News and a press release.

Sullivan supported the increase in the deposit fee. Riedner said $120 was the average prior to the increase to WSG fees. Consensus of the Council was to raise the deposit fee to $125.

Bettge moved to approve the attached FY2022 Fee Resolution with the increase of the WSG deposit from $100 to $125. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Open Container Ordinance Revisions for Downtown Events (ACTION ITEM) – Gary J. Riedner / Mia Bautista

The City of Moscow has sponsored and approved community events such as Art Walk, and the Vandal Town Block Party, as well as the expansion of sidewalk cafés, and has approved events in downtown Moscow and in Moscow's parks where the City Council passed resolutions allowing for the vending and responsible consumption of beer and/or wine under certain conditions during an event. As the City Council wants to foster a vibrant downtown community atmosphere, and encourage and promote downtown businesses to collaborate in making these events successful, staff has been requested to review the process for the creation of an Entertainment District. Within the Entertainment District, community events could be held, and upon adoption of a resolution of the City Council, the sale and responsible consumption of beer and wine could occur. In order to allow the consumption of beer and wine outside of sidewalk cafés or a beer garden, the City would have to create an exemption to Moscow City Code 10-1-12, commonly known as the "open container" ordinance, which prohibits the possession of alcoholic beverages while present in a public place or a place where the public has permitted access, including public streets and/or public rights-of-way in the City, except in accordance with specific regulations adopted by the Council by Resolution.

The draft Ordinance included in the packet contains necessary revisions to the Moscow City Code to allow the creation of an Entertainment District to be defined by the map attached to the draft Ordinance and to allow the inclusion of the Entertainment District as an additional exemption to the open container prohibition. This was reviewed by the Administrative Committee on August 9, 2021 and recommended for adoption of the ordinance.

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PROPOSED ACTIONS: Approve the Ordinance creating the Entertainment District and including the Entertainment District as an additional exemption to the open container prohibition 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.

Riedner introduced the item as written above. If someone left the venue, the person would be in violation of the open container law. Most likely the entire area would not be completely closed for an event due to still needing to move traffic. Mayor Lambert said he is very excited about this update to the code. The town needs to be showcased and livened up a bit. This isn't about drunken brawls. It is similar to when Rendezvous requested a beer garden for the first time. Riedner explained that the application process is by event. This is not a suspension of the open container law all the time. Every application that requests alcohol will come before City Council.

Mayor Lambert asked for public comment.

Samantha Martinet (Moscow), Executive Director for the Chamber of Commerce, said over the last few weeks the entertainment district has been discussed with business owners and there is broad enthusiasm. It will bring out the cherished features of the downtown and reinforce and enhance that vibrancy.

Stefan Yahtzee (Moscow), owner of Pour Company, said this is a great move and will bring people from outside of Moscow into the downtown.

George Skandolos (Moscow), citizen and local business owner, said the Council has made great decisions over the last year. This is something that will be well received by the business community but also the surrounding area at large. What makes Moscow special are events in the downtown. He thanked the Council for all the decisions this last year.

Alan Espenschade (Moscow) said Moscow has a vibrant downtown community. It will be fun to invite people from outside the community to the downtown. It will create comradery, community, and a good time.

Chloe Rambo (Moscow) Moscow Food Co-op, said this is one more opportunity to bring the community together.

Dan Schoenberg (rural Moscow) said it reminds him of the exemption of the open container for the Vandal games. He said private parking lot driveways are sometimes blocked during events. He hopes when looking at applications, driveways are reviewed so that businesses are able to do what they do. He feels this change is very good for the downtown.

Bettge asked for clarification regarding the question of parking restrictions. Palmer explained different events can have different parking requirements. An example is using a food truck that doesn't necessarily close the street.

Kelly said she loves this idea. With a beer garden, parents and children are separated. This is family friendly and allows the participants to enjoy as a community.

Laflin is looking forward to future events as it is another thing that can enhance Moscow.

Bettge moved to approve the Ordinance creating the Entertainment District and including the Entertainment District as an additional exemption to the open container prohibition under suspension of the rules requiring three complete and separate readings and that it be read by title and published by

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summary. Seconded by Kelly. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-11 by title:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 9, CHAPTERS 6 AND 8 AND TITLE 10, CHAPTER 1; PROVIDING FOR THE INCLUSION OF AN ADDITIONAL EXEMPTION TO THE OPEN CONTAINER PROHIBITION; PROVIDING FOR THE PROVISIONS OF THIS ORDINANCE TO BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

7. **American Rescue Plan Act – National Endowment for the Arts Grant (ACTION ITEM) - Alisa Anderson / Megan Cherry**

   The American Rescue Plan Act of 2021 ("Rescue Plan") is designed to fuel the nation's recovery from the devastating economic and health effects of the COVID-19 pandemic. Funds allocated to the National Endowment for the Arts ("Arts Endowment") represent a significant commitment to the arts and a recognition of the value of the arts and culture sector to the nation's economy and recovery. Grants will be made to eligible organizations to support operational costs. Rescue Plan funds are intended to support day-to-day business expenses/operating costs, and not specific programmatic activities. Eligible grant activities and costs include salary support for one or more staff positions and may be used to support existing jobs, new jobs, or to restore jobs that were furloughed or eliminated due to the pandemic. Additional eligible costs include fees/stipends for artists and/or contractual personnel to support the services they provide for specific activities as part of organizational operations. Artist fees/stipends should be related to work with a tangible outcome, such as performances, presentations, workshops, and/or the creation of artwork. Funding may also be used for costs associated with health and safety supplies for staff and/or visitors/audiences (e.g., personal protective equipment, cleaning supplies, hand sanitizer, etc.) in addition to marketing and promotion costs. Awarded applications will be notified in November 2021 with the grant project period for two years starting January 1, 2022 and ending December 31, 2023. The Arts Department for the City of Moscow is requesting to submit a grant request not to exceed $100,000 to support staffing costs, marketing and promotions, and artist/fees and stipends. This item was reviewed by the Public Works/Finance Committee on August 9, 2021, and forwarded to the full Council for further consideration.

   PROPOSED ACTIONS: Approve staff to submit a grant application under the American Rescue Plan Act through the National Endowments for the Arts for an amount not to exceed $100,000, or take such other action deemed appropriate.

Cherry introduced the item as written above. The National Endowment for the Arts is trying to keep arts programs in place. They look to support organizations that have limited experience of the arts based on ethnicity, disabilities, economical and geographically challenged. Moscow is geographically challenged as it is disconnected from the core of the arts world. Moscow aligns with the goals of this program. This grant would support the FY2022 temporary collection artist honorarium, evaluation of approaches to maintaining Moscow public art and to offset the administrative assistant salary from April 2022 to September 2023.

Sullivan felt the plan for how to use the money is excellent and moved to approve staff to submit a grant application under the American Rescue Plan Act through the National Endowments for the Arts for an amount not to exceed $100,000. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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REPORTS

City Council

Moscow Volunteer Fire Department – Bettge said the Department is continuing to discuss the Lexipole document to be sure the Department is within the legal standards for operations and procedures.

Farmers Market Commission – Bettge reported the Commission is discussing issues on how to judge what is local and not local; completed a branding for the FM.

Moscow Arts Commission – Sullivan said the Commission received the final report from the outgoing poet laureate; creation of a palm card of what they have been doing and how people can support the arts; Third Street Gallery schedule is set.

Parks and Recreation Commission – Sullivan said the strategic planning workshop is this Thursday.

Moscow Pathways Commission – Kelly said the annual tour will take place on September 14 and the opportunity for citizens to send photos of them riding on pathways.

Fair and Affordable Housing Commission – Taruscio said the Commission is discussing survey's and questions; asking if their commission will be involved with how the affordable housing budget item monies are allotted; presentation from citizens action group regarding climate change and housing.

Planning and Zoning Commission – Taruscio said there was a series of public hearings.

Transportation Commission – The Commission reviewed the same subdivisions from P&Z in regards to transportation; intercity transit community interest.

Mayor

Mayor said the Mayor's Golf Tournament was held and had 25 teams and full sponsorship. The funds raised are going to the Moscow food bank. Bettge added his team ended 12 over par and received the worst team award.

Staff

Riedner reminded the Council the annual employee appreciation picnic will take place Tuesday the 24 at the aquatics center.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:48 p.m.

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Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

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CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements - Nate Suhr / Alisa Anderson

RESPONSIBLE STAFF	REVIEWED BY
Nate Suhr, Senior Engineering Technician, Alisa Anderson, Grants Manager	This was reviewed by the Public Works/Finance Committee on August 23, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

DESCRIPTION

The Highway Safety Improvement Program (HSIP) is a federally funded program aimed at reducing Fatal and Serious Injury crashes on the roadway systems. Local Highway Jurisdictions (LHJs) receive approximately $8.5 million of the state HSIP funds through the Local Highway Safety Improvement Program (LHSIP), a program administered through the Local Highway Technical Assistance Council (LHTAC). LHJs, such as the City of Moscow, with Fatal and/or Serious (Type A) crashes are eligible for the program. This federally funded program requires a local match not to exceed 7.34%. In January 2019, City staff requested funding to assist with the total project costs of $880,000 for the Public Avenue Corridor Safety Improvements project under the Local Highway Safety Improvement Program (LHSIP) and received notification of award in April, 2019.

The City of Moscow's Public Avenue Corridor Safety Improvement project is located in northeast Moscow and includes a 1,100 foot corridor on Public Avenue from Polk Street to Lincoln Street. The project is designed to address a high rate of crashes causing injuries and a fatality in the project area. The project includes the installation of a concrete splitter island at the intersection of Polk Avenue and Public Avenue. The road section will be upgraded to include 12-foot vehicle lanes and 5-foot bicycle lanes. The project will also include the installation of approximately 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. The improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians. The total cost of the project is estimated at $880,000 with a maximum federal participation of $815,408. The local match requirement is 7.34% ($64,592) of which $3,000 was previously paid with the State/Local Agreement for Design and Construction that was executed in July, 2020. The Idaho Transportation Department (ITD) has requested the City execute a Local Professional Services Agreement to complete the Design Services phase prior to construction.

The improvements to this corridor will provide a safer pedestrian/bike environment and help keep drivers on the road through the installation of curbing and advance warning signs for the curves. The removal of several roadside hazards to include ditch lines, trees, and utility poles will greatly decrease the risk of injury cases where an errant vehicle does leave the roadway. The installation of a permanent concrete splitter island will provide safer turning conditions at the currently skewed intersection at Polk Street and Public Avenue. Lastly, the installation of larger, retroreflective signs and thermoplastic crosswalk bars will increase stop compliance at the intersections. All of these roadway improvements will work together to improve the conditions, creating a much safer corridor.

To engage a design professional, a request for information (RFI) was issued by LHTAC for design services on March 31, 2021, and three qualified engineering firms responded. HMH, LLC of Nampa, Idaho, has been selected to perform the design services work on this project. The LHTAC and City staff have negotiated an agreement with HMH, LLC to perform these services for $96,078.00. The amount equates to 15% of the estimated construction amount which both the LHTAC and City Staff deem reasonable for these services on a federal-aid project. The design is expected to be completed by January 31, 2022, and it is anticipated the project will be advertised for construction immediately following LHTAC's and ITD's approval. Construction is expected to occur during the spring of 2022. The attached Local Professional Services Agreement has been reviewed and approved by the City Attorney.

STAFF RECOMMENDATION

Approve the Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements Project No. A022 (402).

PROPOSED ACTIONS

ACTION: Approve the Local Professional Services Agreement for Design Services of the Public Avenue Corridor Safety Improvements Project No. A022 (402).

FISCAL IMPACT

Local cash match in the amount of 7.34% of the entire project is estimated at $64,592.00. Funds have been programmed in the FY21 through FY23 Capital Improvement Plan.

PERSONNEL IMPACT

The design will be performed by a consultant engineering firm and be managed by the City's Community Planning and Design Department.

ATTACHMENTS

1. 22402 LPA HMH

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 96007

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow ID 83843-1703, hereinafter called the "Sponsor," and HMH, LLC, whose address is 3882 N. Schreiber Way, Ste 104, Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME:	PUBLIC AVE CORRIDOR SAFETY IMPROVEMENTS, MOSCOW
PROJECT NO:	A022(402)
KEY NO:	22402

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:

Terracon Consultants, Inc.

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Brian Wright, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at http://itd.idaho.gov/business/?target=consultant-agreements.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **6/30/2022**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **$96,078.00**

2. Additional Services Amount: **$0.00**

3. Total Agreement Amount: **$96,078.00**

C. Fixed Fee Amount: **$10,929.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

HMH, LLC	135.44%
TERRACON CONSULTANTS, INC.	186.35%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount be negotiated. In no case will rates be adjusted more than once per agreement year.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$96,078.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

HMH, LLC
Consultant

By: SHAWN METS
Title: MEMBER

CITY OF MOSCOW
Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator**: Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is “fixed,” i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be “working” or “calendar” days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen’s Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: http://itd.idaho.gov/business/?target=consultant-agreements .

17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.

18. **State**: Normally "State" refers to the Idaho Transportation Department.

19. **Sponsor**: The "Sponsor" refers to the local public agency.

20. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at http://itd.idaho.gov/business/?target=consultant-agreements .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.

5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

a. Increase in the work required by the Sponsor due to unforeseen circumstances.
b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
b) Additional work ordered in writing by the Sponsor.
c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
b. Continued submission of sub-standard work.
c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.

c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage
b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://itd.idaho.gov/business/?target=consultant-agreements .

13. INDEMNITY

a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.

b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $1,000,000.00 per occurrence, professional liability insurance in the amount of $1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall ,as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the Consultant until they have achieved compliance;
   - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
   - Cancellation, termination or suspension of the Agreement, in whole or in part;
   - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State.In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

DETAILED SCOPE OF WORK

Project Name: Public Avenue Corridor Improvements

Key No: 22402

Date: 7/12/2021

Prepared By: Justin Shaw

This project will widen Public Avenue to an urban section with bicycle lanes and separated sidewalks in the existing right-of-way from Polk Street to Lincoln Avenue. A splitter island will be installed at the intersection of Polk Street and Public Ave. Utility adjustments are anticipated on the project.

HMH Engineering is providing civil engineering and surveying services. All design services will follow the City of Moscow Standard Construction Drawings (April 6, 2021), Idaho Transportation Department (ITD) Standard Specifications for Highway Construction (2018) and any current Supplementals, and the ITD Roadway Design Manual (2013).

PROJECT SCHEDULE

The anticipated project schedule is as follows assuming a NTP of 8/2/2021.

Milestone	Anticipated Completion Date
PRELIMINARY CONCEPTUAL DESIGN SUBMITTAL	11/1/2021
FINAL DESIGN SUBMITTAL	12/17/2021
PS&E SUBMITTAL	01/31/2022

THE SCOPE IS ORGANIZED BY THE FOLLOWING TASKS:

Task 1 Project Management
Task 2 Survey & Mapping
Task 3 Preliminary (Conceptual Design)
Task 4 Final Design
Task 5 PS&E

ASSUMPTIONS

- Plan sheets will be 11” X 17” at 40 Scale.
- Environmental Documentation and Project Charter will be completed by LHTAC with assistance from HMH.
- LHTAC will provide request and provide a waiver of hearing for the project.
- A design report is not included. LHTAC will request and provide design approval for the project.
- Right-of-way acquisition is not anticipated.

TASK 1: PROJECT MANAGEMENT

1.1 General Administration: This will consist of the daily management of the project and involve administrative tasks of a general nature required of the Consultant during the course of project development including setting up and maintaining project accounting procedures, monitoring project budget, and general project coordination. Once all deliverables are complete, the Consultant will conduct an internal project closeout.

1.2 ITD Billing Coordination: Invoices will be submitted monthly via email in PDF format. Invoices will include the following:

- Cover letter;
- Invoice summary sheet;
- Progress Report, ITD-0771;
- PSA and Invoice Summary, ITD-2761;
- Backup for time and expenses.

1.3 Schedule & Management Control: A Milestone CPM schedule of the design will be prepared and updated as needed to inform key individuals on the project progress. The project schedule will be developed and maintained using Microsoft Project.

1.4 Agreement Closeout: Upon completion of the project, HMH will work with the ITD Agreement Administrator to conduct Agreement Closeout tasks including:

- Issuance of a final ITD 0771, Professional Agreement Progress Report;
- Issuance of ITD 0060, Certification of Indebtedness;
- ITD 2759, Consultant Services Performance Evaluation (submitted to the Consultant from ITD).

TASK 2: SURVEY & MAPPING

HMH will provide the survey control, topographical surveying, boundary, and existing right-of-way surveying services required to complete this task. The purpose of this task is to develop a base map at an accuracy that is suitable for final design plans and to support other project tasks. Elements to be incorporated into this base map will be existing surface features such as culverts, fences, signs, existing rights-of-way, contours, utilities and existing monuments in the project limits.

2.1 Project Control: HMH will utilize the continuously operating reference stations (CORS) and the National Geodetic Survey (NGS) network to establish a horizontal and vertical control network throughout the project with the purpose of supporting mapping activities. The horizontal control will be adjusted to a local control system referenced to the Idaho State Plane Coordinate System, West Zone (NAD83/2011). The vertical datum will be NAVD88 Geoid 18.

2.2 Right-of-way Research and Verification: HMH will perform a thorough research of available recorded documents for the roadway right-of-way. Twenty-two (22) parcels are adjacent to project right-of-way. The right-of-way plans and right-of-way deeds for the project will be researched and obtained. Additionally, other pertinent recorded surveys will be researched and obtained. The research for these documents will be conducted by HMH and will include in person trips to the Latah County Recorder's Office. A title company will be employed to assist with last deed of record research.

HMH surveyors will search for United States Public Land Survey System (PLSS) monuments, right-of-way monuments and property monumentation as needed in the project area. Found monumentation will

have field measurements tied to the primary control network. The existing roadway right-of-way location will be determined based on right-of-way plans for the area roads, recorded deeds, records of surveys, plats and compiled field data.

HMH will travel to the site and make searches for remaining monumentation identified. Field measurements will be made on found monuments and accessories. Scoped for up to two (2) missing.

HMH will develop right-of-way within the project area to use in the plans. The drawing will show recovered monuments and evidence used, such as PLSS monuments (Township, Range, and Section lines as it pertains to subject properties), right-of-way monuments and other survey monuments. The drawing shall also show the primary control network points that are set along the project corridor as part of this project. Two right-of-way monuments will be set as part of this task.

2.3 **Topographical Survey:** HMH will provide topographical surveying services required to adequately capture the project site. Existing surface features such as pavement and gravel edges, drainage features, grade breaks, culverts, fences, signs, sidewalks, buildings, tree limits, utilities, and any other improvements will be mapped.

HMH will determine existing underground utilities through the One Call process within the project area. It is assumed that the utility providers will mark their lines within the project area as part of a design One Call and that these lines can be recovered by HMH survey crews.

2.4 **Base Map Development:** The project base map will be developed in accordance with ITD standards. In addition, Google imagery will be obtained for the project area for inclusion in the project base map.

ASSUMPTIONS

- HMH will not provide a boundary survey.
- All work will take place inside existing Right of Way.
- Traffic Control for field survey is not anticipated or included.

TASK 3: PRELIMINARY CONCEPT DESIGN

3.1 **Site Visit:** Two HMH staff members will visit the project site to photo-document existing conditions and become familiar with the project site. Field notes will be completed for the project file. The site visit is assumed to last all day including travel time.

3.2 **Design:** HMH will prepare a conceptual design layout utilizing the City of Moscow Typical Section and previously developed base mapping. Sections and details will be generated to show roadway, sidewalk, curb, and pavement signing, striping, materials, thicknesses, etc. Horizontal alignments will be drawn showing all necessary geometric attributes. Plan sheets for roadway design and details will be developed. The design will incorporate utility adjustments as necessary including an evaluation of the existing drainage system and any recommended improvements.

3.3 **Materials Investigation:** HMH will improve the existing road with a new typical section consisting of Subgrade Separation Geotextile Fabric, 8 inches of 1.25 inch minus aggregate base, 6 inches of 0.75 inch aggregate base, and 4 inches of pavement. The design will include removing the existing asphalt and building the existing road base to meet the proposed grade. However, if the existing road is in poor condition, HMH will design a new section using the Collector (1c) typical sections with a modified right-

of-way. HMH will provide a pavement condition survey and bores to determine existing conditions as detailed in Section 240.00 of ITD's Roadway Materials Report.

3.4 **Public Involvement:** HMH will develop the ITD Corridor Plan Public Outreach Planner (POP) to facilitate the public involvement effort.

3.5 **Environmental Evaluation:** LHTAC will provide Environmental Evaluation and documentation tasks for the project. An environmental document approval (Cat Ex) is anticipated. HMH will assist LHTAC by providing design information as required.

3.6 **Preliminary Concept Design Submittal:** The HMH team will assemble and submit preliminary plans to the City of Moscow and LHTAC for review and approval.

TASK 4: FINAL DESIGN

4.1 **Design:** Sections and details will be finalized to show significant detail to construct, signing, roadway and sidewalk improvements. Horizontal Alignments will be finalized showing all necessary geometric attributes. Detailed quantity information will be compiled for inclusion in the Bid Documents. Coordination with utilities will be completed. The Plans will clearly show each utility on the plans. Drainage design will be finalized. The following design drawings are anticipated and will be included in the final design submittal package.

Sheet Group	# Sheets	Preliminary	Final/PS&E
Title Sheet	1	x	x
Project Clearance Summary	1		x
Typical Sections	1	x	x
Roadway Summary	1		x
Legend Sheet	1		x
Plan & Profile Sheets	4	x	x
Utility Sheets	4	x	x
Roadway Detail Sheets	2		x
Pollution Prevention Plan	4	x	x
Sign Erection Tables	1		x
Traffic Control Summary	1		x
Traffic Control Plans	1		x
Total # of Sheets		**14**	**22**

4.2 **Traffic:** Finalize construction traffic control plans. Traffic control will be designed in accordance with the latest ITD and MUTCD requirements. Signage and pavement marking plans and will be finalized. Design will be in accordance with the latest ITD and MUTCD manuals.

4.3 **Opinion of Probable Construction Cost:** HMH will update the opinion of probable construction cost to reflect final bid items and quantities.

4.4 **Construction Schedule:** HMH will determine the approximate construction contract time based on discussions with the City and LHTAC.

4.5 **Contract Documents:** HMH will prepare Special Provisions for the project.

4.6 **Final Plan QA/QC:** Senior-level engineers from HMH not involved with the design and checking process will perform a quality control review of the final design plans. Tasks include an overall review of the plans, construction cost estimate, special provisions, and review for consistency. QA/QC comments will be incorporated before plans are submitted for review.

4.7 **Final Plan Submittal:** HMH will assemble and submit final construction documents including the LHTAC Final Design Checklist for review by LHTAC and the City. Plans will be submitted electronically to LHTAC and the City.

TASK 5: PS&E

HMH will revise the final design plans, special provisions, estimate of contract time and opinion of probable construction costs per the Final Design Review comments. Significant changes to the design requiring re-design efforts are not anticipated and not included in this scope, however substantial review comments are anticipated. A PS&E package will be submitted.

5.1 **QA/QC Review:** HMH will perform an independent review of the draft bidding documents by a senior level engineer not involved with the design and checking process.

5.2 **QA/QC Revisions:** Senior review comments will be incorporated before the PS&E package is submitted to LHTAC.

5.3 **PS&E Submittal:** HMH will assemble and submit the contract documents, resident engineer's file, and other PS&E documents to LHTAC after addressing Final Design review comments and performing a QA/QC Review.

5.4 **Resident's File:** HMH will prepare a resident engineer's file for the project.

5.5 **PS&E Submittal Checklist**: HMH will prepare and submit the ITD PS&E Submittal Checklist (Design Manual Figure 9-2).

CONSULTANT	HMH Engineering, LLC.
PROJECT NAME	Public Avenue Corridor Improvements
PROJECT NUMBER	A022(402)
DATE	6/29/2021
KEY NUMBER	22402

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Hrly Rate			Raw Labor Cost
1	Shawn Metts, PE	0.9	=	7	@	$53.94	=	$	377.58
2	Justin Shaw, PE	5.3	=	42	@	$45.32	=	$	1,903.44
3	Jen Blood, PE	34.0	=	272	@	$37.00	=	$	10,064.00
4	Christine Baker, PE	32.0	=	256	@	$32.00	=	$	8,192.00
5	Jade Williams, EIT	5.0	=	40	@	$20.00	=	$	800.00
6	Vicki Klemm, PLS	7.8	=	62	@	$41.00	=	$	2,542.00
7	Scott Kirking	8.0	=	64	@	$35.00	=	$	2,240.00
8	Mitch Anderson	8.0	=	64	@	$31.00	=	$	1,984.00
9	Jim Whitbread, PE, PG	7.0	=	56	@	$49.00	=	$	2,744.00
10	Matt Hall, PE	3.0	=	24	@	$53.94	=	$	1,294.56
11	Carla Redline	3.5	=	28	@	$36.23	=	$	1,014.44
				TOTAL RAW LABOR COST			**=**		**$33,156.02**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate		
$33,156.02	X	**135.44%**	=	**$44,906.51**

C. NET FEE

Total Raw Labor & Overhead		NET FEE**		
$78,062.53	X	**14.0%**	=	**$10,928.75**

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
$33,156.02	X	**0.00%**	**$0.00**

TOTAL LABOR **$88,991.29**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost			Estimated Expense
1	* MILEAGE (miles)	1782	@	$ 0.560	=	$	997.92
2	DRILLING & RELATED ACTIVITIES	1	@	$2,000	=	$	2,000.00
3	LAB TESTING	1	@	$ 1,035.00	=	$	1,035.00
4	LODGING	9	@	$ 96.00	=	$	864.00
5	* MEALS (Days)	12	@	$ 55.00	=	$	660.00
		TOTAL ESTIMATED EXPENSE			**=**	**$**	**5,556.92**

F. SUBCONSULTANTS

1	Terracon	=	$	1,530.00
2		=		

TOTAL = $96,078.21

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** Negotiated % Fee

Project Name:	**Public Avenue Corridor Improvements**											
Key No:	**22402**											
Date:	**6/29/2021**											
Prepared By:	**J Shaw**	1	2	3	4	5	6	7	8	9	10	11
		Shawn Metts, PE	Justin Shaw, PE	Jen Blood, PE	Christine Baker, PE	Jade Williams, EIT	Vicki Klemm, PLS	Scott Kirking	Mitch Anderson	Jim Whitbread, PE, PG	Matt Hall, PE	Carla Redline
TASK	**Project Name**	Principal	Project Manager	Project Engineer	Project Engineer	Staff Engineer	Project Surveyor	Survey Party Chief	Survey Tech	Project Engineer	Quality Control	Administrative Assistant
1	**PROJECT MANAGEMENT**	**1**	**4**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**28**
1.1	General Administration	1	4	24								2
1.2	LHTAC Billing Coordination			8								24
1.3	Schedule & Management Control			4								
1.4	Agreement Closeout			4								2
2	**SURVEY & MAPPING**	**0**	**0**	**0**	**0**	**0**	**62**	**64**	**64**	**0**	**0**	**0**
2.1	Project Control						2	8	8			
2.2	Right-of-way Research and Verification						40	16				
2.3	Topographical Survey						8	40	40			
2.4	Base Map Development						4		16			
2.5	Quality Assurance						8					
3	**PRELIMINARY CONCEPT DESIGN**	**2**	**12**	**96**	**128**	**40**	**0**	**0**	**0**	**56**	**0**	**0**
3.1	Site Visit		8	4								
3.2	Design		4	64	120	40						
3.3	Materials Investigation	2			8					56		
3.4	Public Involvement			16								
3.5	Environmental Evaulation			8								
3.6	Preliminary Concept Design Submittal			4								
4	**FINAL DESIGN**	**4**	**10**	**120**	**96**	**0**	**0**	**0**	**0**	**0**	**16**	**0**
4.1	Design	4	2	64	40							
4.2	Traffic				24							
4.3	Opinion of Probable Costs			8								
4.4	Construction Schedule			8								
4.5	Contract Documents			40	32							
4.6	Final Plan QA/QC		4								16	
4.7	Final Plan Submittal		4									
5	**PS&E**	**0**	**16**	**16**	**32**	**0**	**0**	**0**	**0**	**0**	**8**	**0**
5.1	QA/QC Review										8	
5.2	QA/QC Revisions		4	16	32							
5.3	PS&E Submittal		2									
5.4	Resident's File		8									
5.5	PS&E Submittal Checklist		2									

Materials Testing Services Rate Schedule 2021

Aggregate/Soils	Qty.	$/Each	Total
Agg/Soil Sample Prep Surcharge		$65.00	$ -
Unit Weight		$60.00	$ -
Sand Equivalent		$60.00	$ -
Sieve Analysis Coarse		$75.00	$ -
Sieve Analysis Fine		$80.00	$ -
Sieve Analysis Coarse/Fine	3	$145.00	$ 435.00
Specific Gravity Coarse		$100.00	$ -
Specific Gravity Fine		$125.00	$ -
Specific Gravity Soil		$135.00	$ -
Standard Proctor (T99/ASTM D698)		$155.00	$ -
Standard Proctor Check Point		$75.00	$ -
Modified Proctor (T180/ASTM D1557)		$175.00	$ -
Modified Proctor Check Point		$95.00	$ -
Moisture Content	3	$50.00	$ 150.00
3/4" Percent Retained / T-74 Check Point		$75.00	$ -
Dry Rodded Unit Weight		$50.00	$ -
Cleanliness Value		$60.00	$ -
Flat & Elongated		$75.00	$ -
Fine Aggregate Angularity		$60.00	$ -
Fracture Face		$60.00	$ -
Wash for Sieve Analysis		$65.00	$ -
Plasticity Verification		$50.00	$ -
Atterburg Limit	3	$150.00	$ 450.00
Organic Content in Soils (AASHTO T 267)		$120.00	$ -

Asphalt	Qty.	$/Each	Total
Asphalt Core Density (Each)		$35.00	$ -
Asphalt Binder Content, NCAT		$135.00	$ -
Asphalt Extraction Gradation, NCAT		$275.00	$ -
Asphalt Moisture		$35.00	$ -
Gyratory/Volumetrics (2 Pucks)		$190.00	$ -
NCAT Correction Factor		$300.00	$ -
RICE's Theoretical Maximum Specific Gravity		$100.00	$ -
T-99 Binder Anti-Strip		$55.00	$ -
Core Drill (4") Each		$25.00	$ -

Concrete	Qty.	$/Each	Total
Concrete Sample Prep (cut, trim and cap)		$18.00	$ -
Concrete Core Compressive Strength		$20.00	$ -
Concrete Cylinder Compressive Strength		$25.00	$ -
Shotcrete Core Compressive Strength		$25.00	$ -
Mortar Cylinder Compressive Strength		$25.00	$ -
Masonry Prism Comp. Strength (3)		$175.00	$ -
Masonry Block Comp. Strenth (3)		$175.00	$ -
Grout Cube Compressive Strength		$25.00	$ -
Grout Cylinder Compressive Strength		$25.00	$ -
Grout Prism Compressive Strength		$25.00	$ -

Field Services	Qty.	$/Each	Total
Nuclear Density Gauge Daily Fee		$25.00	$ -
Field Inspector Hourly		$68.00	$ -
Field Technician Hourly	28	$50.00	$ 1,400.00
Mileage (per mile)		$0.65	$ -
Administration Hourly		$55.00	$ -
Project Management Hourly		$85.00	$ -
Soil Sample Core Drill (6")	3	$200.00	$ 600.00

Notes:

R-Value tests are $600 per sample. HMH will collect the samples and tests will be performed at Intermountain Material Testing & Geotechnical or Terracon.

Field Technician includes two techs at 10 hours for field prep, travel, sample collection, and delivery/catalog of samples. One tech is 8 hours for traffic prep, travel, traffic control.

TOTAL: $3,035.00

3884 N Schreiber Way Suite 204, Coeur d'Alene, Idaho 83815 (208) 635-5825

Draft Print
08/18/2021 10:18:21 AM

CONSULTANT	Terracon
PROJECT NAME	Public Avenue Corridor Improvements
PROJECT NUMBER	A022(402)
DATE	6/29/2021
KEY NUMBER	22402

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1	0.0	=	0	@		=	$ -
2	0.0	=	0	@		=	$ -
			TOTAL RAW LABOR COST			**=**	**$0.00**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate		
$0.00	X	**186.35%**	=	**$0.00**

C. NET FEE

Total Raw Labor & Overhead		NET FEE**		
$0.00	X	**12.5%**	=	**$0.00**

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
$0.00	X	**1.01%**	**$0.00**

TOTAL LABOR **$0.00**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount		Unit Cost		Estimated Expense
1	* MILEAGE (miles)	0	@	$ 0.560	=	$ -
2	LAB TESTING	3	@	$510	=	$ 1,530.00
4	LODGING	0	@	$ 96.00	=	$ -
5	* MEALS (Days)	0	@	$ 55.00	=	$ -
		TOTAL ESTIMATED EXPENSE			**=**	**$ 1,530.00**

F. SUBCONSULTANTS

1 =

2 =

TOTAL = $1,530.00

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** Negotiated % Fee

Terracon

PROFESSIONAL SERVICE FEE SCHEDULE
LABORATORY TESTING OF SOIL AND ROCK

Sieve Analysis (ASTM D422 and D1140)
- a. Standard Sieves 3-inch through No. 200 (Bulk Sample) $95.00
- b. Standard Sieve 3-inch-No. 200 (SPT Sample) $70.00
- c. No. 200 to .005 mm, add to a or b $115.00
- d. Percent passing No. 200 mesh sieve only $55.00

Organic Content $55.00
Liquid-Plastic Limit (ASTM D4318) (Atterberg) $90.00
Specific Gravity (ASTM D854) $72.00
Moisture Content (ASTM D2216) $19.00
Moisture-Density Determination
- Standard (ASTM D698) or Modified (ASTMD 1557) $180.00
- One Point Test $62.00

Density & Moisture Content (ASTM D2937) (Unit Weight) $52.00
CBR Test (does not include cost of Moisture-Density Determination Test) (ASTM D1883) $490.00
R-Value - ITD T8 (ASTM D2844) $510.00
pH (ASTM D4972) $20.00
Resistivity (ASTM G57) (small box) $70.00
Direct Shear per point:
- Consolidated-Drained (ASTM D3080) $170.00

One-Dimensional Consolidation or Swell:
- (ASTM D2434 and D4213) $240.00
- Add to above for time rate readings $180.00

Unconfined Compression, (ASTM D2166 and D7012) $155.00
Triaxial Shear, per point
- a. Unconsolidated-Undrained, Saturated $400.00
- b. Consolidated-Undrained w/pore pressure measurements $660.00

Permeability Using Triaxial Cell
- a. Undisturbed or Remolded $435.00

Special Tests ..... Quotation on Request
Laboratory Technician for sample preparation $70.00/hour

Terracon Equipment Rental & Supplies ..... Quotation on Request or for Specific Project Need

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Harvest Hills Lot 1 Block 1 PUD Development Agreement - Bill Belknap

RESPONSIBLE STAFF	REVIEWED BY
Todd Drage	This was reviewed by the Public Works/Finance Committee on August 23, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	n/a

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd St. and Mountain View Road. On May 17th, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 and will be presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

STAFF RECOMMENDATION

Approve the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills Lot1_Blk1-DEVELOPMENT AGREEMENT-2021_final

DEVELOPMENT AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION
AND CITY OF MOSCOW, IDAHO

THIS DEVELOPMENT AGREEMENT BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2021, by and between Harvest Hills Development Corporation, whose address is PO Box 8986, Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Harvest Hills PUD subdivision to the City of Moscow, Latah County, Idaho; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Harvest Hills PUD within the City of Moscow, Latah County, Idaho, more particularly described as follows:

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, being Lot 1, Block 1 of Harvest Hills First Addition to the City of Moscow, Instrument #594141, Latah County Records, described as follows:

Commencing at the southwest Corner of Section 9, thence along the westerly line of Section 9, N00°17'001"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the north line of the South half of the Southwest Quarter of Section 9; S89°30'25"E, 251.48 feet to the northwest corner of Tract A of Harvest Hills First Addition; Thence S59°42'14"W, 49.41 feet to the north corner of Lot 1, Block 1 of Harvest Hill First Addition and the Point of Beginning:

Thence S62°48'31"E, 148.88 feet to the northwest corner of Lot 2, Block 1 of Harvest Hills First Addition;
Thence S38°42'13"E, 115.43 feet to the southwest corner of Lot 2 and the northerly right-of-way line of Third Street;
Thence along said northerly right-of-way line the following five courses:
Thence 47.00 feet along a curve to the left, said curve having a Delta = 9°26'56", radius = 285.00 feet Chord = 46.95 feet and a Chord Bearing = S46°34'19"W;
Thence S41°50'51"W, 225.06 feet;
Thence N48°09'09"W, 10.00 feet;
Thence 173.30 feet along a curve to the right, said curve having a Delta = 48°26'10", Radius = 205.00 feet, feet Chord = 168.19 feet and a Chord Bearing = S66°03'56"W;
Thence N89°42'59"W, 5.2 feet to the southeast corner of Tract B of Harvest Hills First Addition;
Thence leaving said right-of-way line, along the easterly boundary of said Tract B the following two courses:
Thence N00°17'01"E, 335.23 feet;
Thence N59°42'14"E, 167.19 g=feet to the Point of Beginning.

Parcel Contains 2.16 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in

accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

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

A. Until all public improvements have been completed and accepted by CITY; and

B. Until the warranty period for public improvements has expired; and

C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

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

A. Payment of all applicable developmental fees required and assessed by CITY; and

B. CITY has determined that the construction of all required public improvements is complete <u>or</u> after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and

C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and

B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and

C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and

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

VI. SECURITY FOR IMPROVEMENTS.

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

VII. FORM OF SECURITY.

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

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

VIII. WARRANTY.

A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and

workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).

B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.

D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.

E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

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

X. PHASING.

No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

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

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER	CITY
Harvest Hills Development Corp. PO Box 8986 Moscow, ID 83843 Phone: (619) 520-8753	City of Moscow, Idaho Bill Lambert, Mayor P O Box 9203 Moscow, ID 83843 Phone: (208) 883-7000 Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

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

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

DEVELOPER:

Harvest Hills Development Corporation

_____

Phil Rheingans , President

CITY:

City of Moscow, Idaho

_____

Bill Lambert, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

STATE OF_____)
) ss:
COUNTY OF_____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans known to me to be the authorized representative of the affected property.

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

_____

NOTARY PUBLIC_____

(seal)

Residing at_____

My Commission _____

COMMITTEE STAFF REPORT

DATE: Tuesday, September 7, 2021

RESPONSIBLE STAFF

Todd Drage

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	n/a

AGENDA ITEM TITLE

Harvest Hills Lot 1, Block 1 PUD Monumentation Agreement - Bill Belknap

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a revised final plat for the development of the property at the northeast corner of the intersection of 3rd Street and Mountain View Road. On May 17, 2021 the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Lot 1, Block 1 PUD and will be presented for City Council approval on September 7th. If City Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

STAFF RECOMMENDATION

Approve the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

PROPOSED ACTIONS

ACTION: Approve the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Lot 1, Block 1 PUD.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills Lot1_Blk1-MONUMENTATION AGREEMENT-2021_final

MONUMENTATION AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND
CITY OF MOSCOW, IDAHO

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2021 by and between Harvest Hills Development Corporation, PO Box 8986, Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Harvest Hills PUD to the City of Moscow; and

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

WHEREAS, DEVELOPER desires to record the final plat of Harvest Hills PUD; and

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

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

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

1. PROPERTY AFFECTED: Property which is subject to this Agreement is described as Harvest Hills PUD to the City of Moscow (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment 'A'.

2. PROFESSIONAL LAND SURVEYOR: For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of SUBDIVISION is Michael E. Dahlin, Idaho PE/LS No.17534, of Rim Rock Consulting in Moscow, Idaho.

3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION: Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:

   A. The exterior monuments have been set;

   B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments

shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.

4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:

A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;

B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;

C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and

D. To furnish CITY with a cash deposit in the amount of One Thousand Four Hundred Forty Dollars ($1,440), which is equal to the one hundred twenty percent (120%) of the One Thousand Two Hundred Dollars ($1,200) estimated by Surveyor to set SUBDIVISION interior monuments.

5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of One Thousand Four Hundred Forty Dollars ($1,440) has been deposited with CITY as required by Section 4. D. of this Agreement.

6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.

7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.

9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.

10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

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

Developers

_____
Harvest Hills Development Corp.

City of Moscow:

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

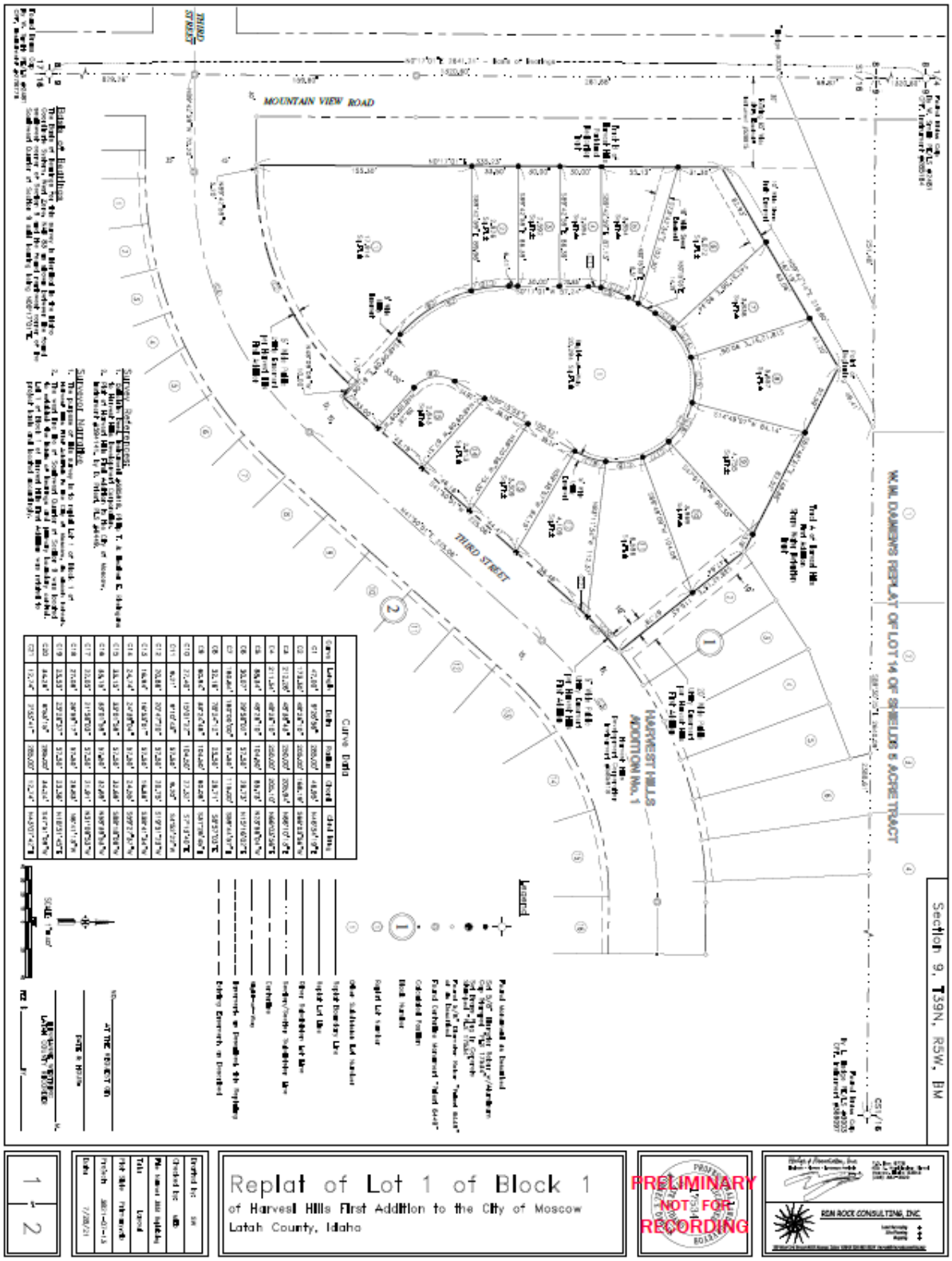
STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans , authorized representative of the affected property.

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

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

Attachment A



LUP2021-0032

Section 9, T39N, R5W, BM

LEGAL DESCRIPTION

[illegible]

DEDICATION

[illegible]

ACKNOWLEDGMENT

[illegible]

APPROVALS

[illegible]

SURVEYOR'S CERTIFICATE

[illegible]

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

AT THE REQUEST OF

DATE & HOUR

LATAH COUNTY RECORDER

FEE $ _____ BY _____

PRELIMINARY NOT FOR RECORDING

Replat of Lot 1 of Block 1

of Harvest Hills First Addition to the City of Moscow

Latah County, Idaho

Drafted by:	SK
Checked by:	MEB
File name:	3B1 Replatting
Title:	Sign
Plot file:	Harvestplat
Plot Scale:	1=1=0=1=1.5
Date:	7/28/21

2 of 2

Recieved 08-02-2021

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Harvest Hills Replat of Lot 1 Block 1 Final Plat and Final Planned Unit Development - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On May 17, 2021, Moscow City Council approved the Harvest Hills Replat of Lot 1 Block 1 preliminary Planned Unit Development (PUD) with no conditions, and approved the preliminary plat with three conditions. On August 4, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on August 11, 2021 and recommended approval to City Council.

STAFF RECOMMENDATION

Approve the Harvest Hills Replat of Lot 1 Block 1 PUD and Final Plat.

PROPOSED ACTIONS

ACTION: Approve the Harvest Hills Replat of Lot 1 Block 1 PUD and Final Plat.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Council Final Plat Memo
2. Packet
3. Council Minutes and RCS

City of Moscow
Community Planning and Design

Memo

To: City Council

From: Mike Ray, AICP - Planning Manager

Date: August 27, 2021

Re: Harvest Hills Replat of Lot 1 Block 1 Final Plat and Final PUD Review

---

The Planning & Zoning Commission conducted a public hearing on April 28, 2021 to consider the request of Phil Rheingans for a preliminary subdivision plat and Planned Unit Development (PUD) for a 2.16-acre parcel of land located at the northeast corner of Mountain View Road and Third Street referred to as the Replat of Lot 1 Block 1 of Harvest Hills 1st Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with two conditions and recommended approval of the PUD with no conditions.

City Council then conducted a public hearing on May 17, 2021 and approved the Replat of Lot 1 Block 1 of Harvest Hills 1st Addition preliminary plat with three conditions and approved the PUD with no conditions. The three conditions on the preliminary plat were:

1. The stormwater runoff control facility design shall be evaluated to verify that there will be zero net increase in the rate of stormwater runoff from the development as a result of design changes.
2. The proposed stormwater swale running north to south along the east side of the parkland parcel shall be relocated so that it will not be on property previously dedicated as parkland for the development.
3. The Type A Landscape Buffer shall only be required along the west and south property lines of the 17,905 square foot Neighborhood Business lot, and no other lots within the subdivision shall be required to install a Type A Landscape Buffer.

On August 4, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat and final PUD for conformance with City and State Code requirements and found both to be in conformance. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on August 11, 2021 and recommended approval to City Council.

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

For City Use Only			
	Date Received		
Dept	Fee Type	Fees	Paid
CD	Final Review	$425 plus $27/lot	
	Receipt Number		

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:
Name: Phil Rheingans Telephone: 619-520-8753
Complete Address: PO Box 8986 Mosocw, ID 83843
E-Mail: _____ Fax: _____

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

ENGINEER/SURVEYOR:
Name: Scott Becker Telephone: 208-882-3520
Complete Address: 405 S Washington St Moscow, ID 83843
E-Mail: scottbecker@moscow.com Fax: _____

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

PROPERTY:
1. Proposed Subdivision Name: Harvest Hills PUD
2. Address(as) or Parcel Number(s): 3rd St and Mountain View Rd
3. Gross area of all land involved: +/- 2.16 acres, and/or +/- 94,036 sq.
4. Total Net Area of land area exclusive of proposed or existing public street and other public lands: +/- 1.69 acres, and/or +/- 73742 square feet.
5. Total number of lots: 15 Average lot size: +/- 3988 sq ft

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

Recieved 08-02-2021

FINAL PLAT CHECKLIST:

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

X 1. Name of subdivision and its location by section, township, range, and county, with drawing scale, date of submission, and north arrow.

X 2. Name, address, phone number, registration number and seal of the professional land surveyor preparing the plat, and name of subdivider and owners of property being platted.

X 3. Boundary lines of property being platted including bearings, distances and curve data based on an accurate survey in the field closing within the tolerances prescribed by Idaho Code; lines of departure and owners of unplatted adjoining property; and lots, blocks and names of adjoining subdivisions. Adjoining subdivision lots shall be shown with dashed lines.

X 4. Names and widths of all proposed streets; bearings, distances, and curve data of all street centerlines; location, width, purpose, and dimensions of easements; location and description of all property being dedicated for public use. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.

X 5. Location, name, and widths of adjacent street rights-of-way, the location and width of adjacent public easements, and the location and purpose of any adjacent property previously dedicated for public use.

X 6. Lots and blocks with lots numbered consecutively within each block; bearings, distances, and curve data for each lot; the square footage of lots less than one acre in size or acreage of lots one acre or greater. Blocks shall be labeled consecutively. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.

X 7. Location and description of all monuments, including found monuments. If interior monuments are not set at the time the plat is recorded (as allowed by Idaho Code), include a statement indicating the date which they shall be set. Said date shall be approved by the City Engineer.

X 8. Basis of bearing used to determine bearings shown on plat.

X 9. Point of beginning of the subdivision with ties to the point of beginning from a minimum of two established corners of the Public Land Survey System (PLSS) in one or more of the sections containing the subdivision. List the recording numbers of the corner perpetuation and filing forms of the PLSS monuments. List horizontal coordinates for each PLSS monument and the point of beginning based on the Idaho Coordinate System West Zone. All coordinates values shall be grid coordinates based on the North American Datum of 1983 (NAD83) and specified as such.

X 10. Street centerline monuments at each intersection, point of curvature, and point of tangency. Street monuments shall be constructed in accordance with City of Moscow standard specifications for street monuments. All other monuments shall be as prescribed by Idaho Code.

X 11. Signed certificate by the owners of the land containing a correct legal description of the land, with the statement containing their intentions to include the same in the plat, and make a dedication of all public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

Recieved 08-02-2021

X 12. Signed certificate by the land surveyor, stating that the plat is correct and accurate, the land survey of the platted property was performed by him/her or under his/her direct supervision, the monuments indicated on the plat have been located as described, and the surveying and platting was done in accordance with Idaho Code. The statement shall be accompanied by the seal of the registered professional land surveyor, signed and dated. The surveyor shall in every case have a valid certificate of registration with the Idaho Board of Registration of Professional Engineers and Professional Land Surveyors.

X 13. Signed certificate by the City of Moscow Planning and Zoning Commission with date of approval.

X 14. Certificate stating that the City Council has approved the plat and accepts all public dedications as shown thereon. The certificate shall be signed by the Mayor and attested to by the City Clerk.

X 15. Certificate by the City Engineer that the plat conforms to the requirements of Title 50, Chapter 13, Idaho Code, and with the requirements of this chapter.

X 16. Signed certification by the subdivider stating the City of Moscow has agreed in writing to supply water to all the lots in the subdivision from the municipal water system.

X 17. Certificate signed and sealed by the Latah County Surveyor stating the plat and computations have been checked and the plat meets the requirements of Title 50, Chapter 13, Idaho Code.

X 18. Certificate of satisfaction of the sanitary restrictions, to be endorsed by the Latah County Recorder at the time of filing if the sanitary restrictions have been satisfied according to Idaho Code, Section 50-1326.

X 19. Certificate that taxes have been paid to date on the property to be signed by the Latah County Treasurer at the time of filing.

X 20. Certificate of recording, to be signed by the Latah County Recorder at the time of filing.

SUBMITTAL:

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

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

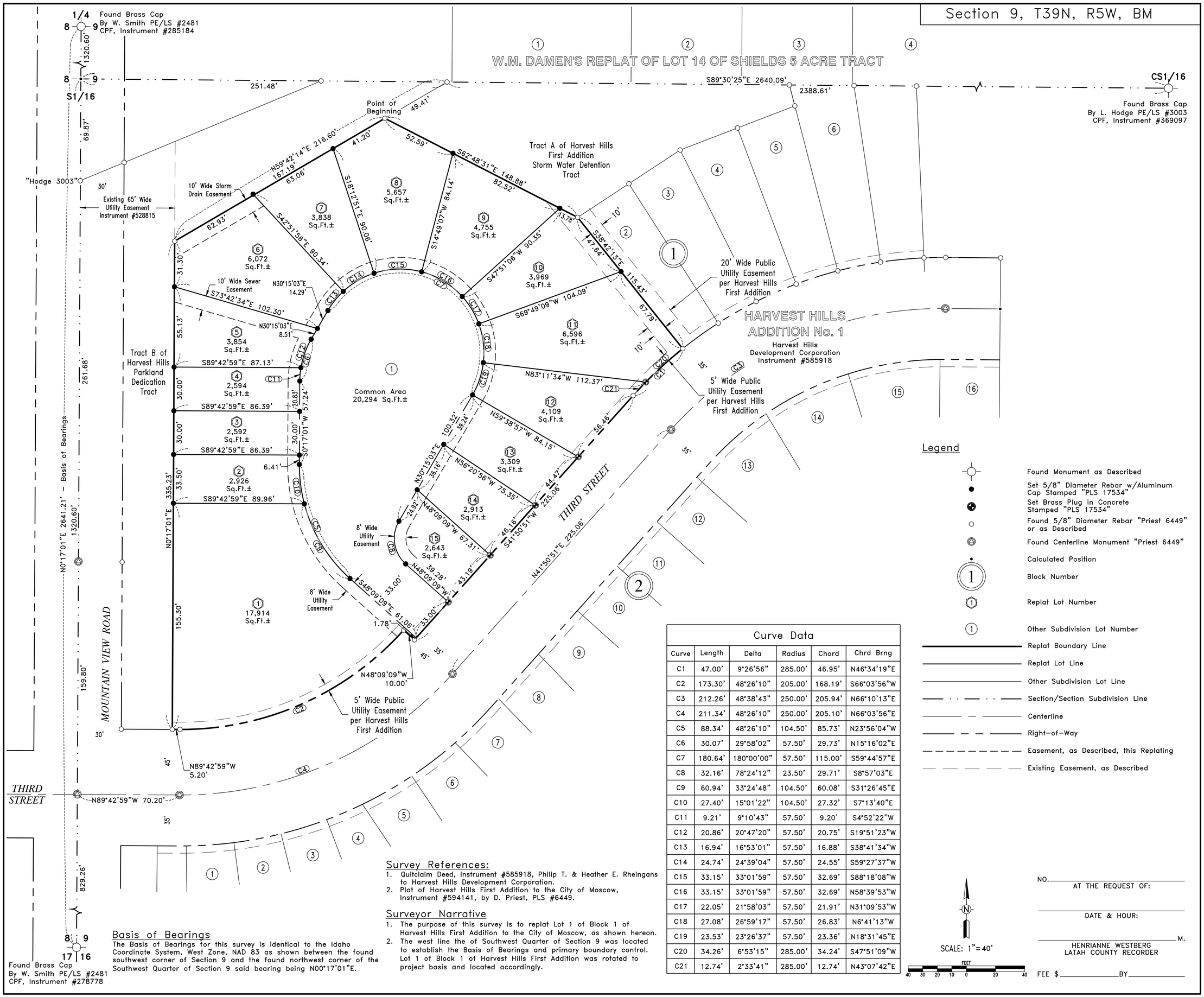
I understand this information is a public record and may be posted to a public website.

Applicant's Signature — Date: 8-2-21

Property Owner's Signature (if different) — Date

Recieved 08-02-2021

Section 9, T39N, R5W, BM



Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southwest corner of Section 9 and the found northwest corner of the Southwest Quarter of Section 9 said bearing being N00°17'01"E.

Survey References:

1. Quitclaim Deed, Instrument #585918, Philip T. & Heather E. Rheingans to Harvest Hills Development Corporation.
2. Plat of Harvest Hills First Addition to the City of Moscow, Instrument #594141, by D. Priest, PLS #6449.

Surveyor Narrative

1. The purpose of this survey is to replat Lot 1 of Block 1 of Harvest Hills First Addition to the City of Moscow, as shown hereon.
2. The west line the of Southwest Quarter of Section 9 was located to establish the Basis of Bearings and primary boundary control. Lot 1 of Block 1 of Harvest Hills First Addition was rotated to project basis and located accordingly.

Curve Data

Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	47.00'	9°26'56"	285.00'	46.95'	N46°34'19"E
C2	173.30'	48°26'10"	205.00'	168.19'	S66°03'56"W
C3	212.26'	48°38'43"	250.00'	205.94'	N66°10'13"E
C4	211.34'	48°26'10"	250.00'	205.10'	N66°03'56"E
C5	88.34'	48°26'10"	104.50'	85.73'	N23°56'04"W
C6	30.07'	29°58'02"	57.50'	29.73'	N15°16'02"E
C7	180.64'	180°00'00"	57.50'	115.00'	S59°44'57"E
C8	32.16'	78°24'12"	23.50'	29.71'	S8°57'03"E
C9	60.94'	33°24'48"	104.50'	60.08'	S31°26'45"E
C10	27.40'	15°01'22"	104.50'	27.32'	S7°13'40"E
C11	9.21'	9°10'43"	57.50'	9.20'	S4°52'22"W
C12	20.86'	20°47'20"	57.50'	20.75'	S19°51'23"W
C13	16.94'	16°53'01"	57.50'	16.88'	S38°41'34"W
C14	24.74'	24°39'04"	57.50'	24.55'	S59°27'37"W
C15	33.15'	33°01'59"	57.50'	32.69'	S88°18'08"W
C16	33.15'	33°01'59"	57.50'	32.69'	N58°39'53"W
C17	22.05'	21°58'03"	57.50'	21.91'	N31°09'53"W
C18	27.08'	26°59'17"	57.50'	26.83'	N6°41'13"W
C19	23.53'	23°26'37"	57.50'	23.36'	N18°31'45"E
C20	34.26'	6°53'15"	285.00'	34.24'	S47°51'09"W
C21	12.74'	2°33'41"	285.00'	12.74'	N43°07'42"E

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Set Brass Plug in Concrete Stamped "PLS 17534"
- Found 5/8" Diameter Rebar "Priest 6449" or as Described
- Found Centerline Monument "Priest 6449"
- Calculated Position
- Block Number
- Replat Lot Number
- Other Subdivision Lot Number
- Replat Boundary Line
- Replat Lot Line
- Other Subdivision Lot Line
- Section/Section Subdivision Line
- Centerline
- Right-of-Way
- Easement, as Described, this Replating
- Existing Easement, as Described

SCALE: 1"=40'

FEET 40 30 20 10 0 20 40

NO._____
AT THE REQUEST OF:

_____
DATE & HOUR:

_____ M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE $_____ BY_____

Hodge & Associates, Inc.
Professional Land Surveyors
P.O. Box 8728
135 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
139 West 2nd Street #202 Moscow, Idaho 83843 208.883.5339 rimrock@rimrockconsulting.net

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

PRELIMINARY NOT FOR RECORDING

Replat of Lot 1 of Block 1

of Harvest Hills First Addition to the City of Moscow

Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	3831 Replat.dwg
Tab:	Layout
Plot Style	Primary.ctb
Project:	3821-07-13
Date:	8/31/21

Section 9, T39N, R5W, BM

LEGAL DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, being Lot 1, Block 1 of Harvest Hills First Addition to the City of Moscow, Instrument #594141, Latah County Records, described as follows:

Commencing at the southwest Corner of Section 9, thence along the westerly line of Section 9, N00°17'01"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the north line of the South Half of the Southwest Quarter of Section 9, S89°30'25"E, 251.48 feet to the northwest corner of Tract A of Harvest Hills First Addition; Thence S59°42'14"W, 49.41 feet to the north corner of Lot 1, Block 1 of Harvest Hills First Addition and the **Point of Beginning;**

Thence S62°48'31"E, 148.88 feet to the to the northwest corner of Lot 2, Block 1 of Harvest Hills First Addition;
Thence S38°42'13"E, 115.43 feet to the southwest corner of said Lot 2 and the northerly right-of-way line of Third Street;
Thence along said northerly right-of-way line the following five courses:
- Thence 47.00 feet along a curve to the left, said curve having a Delta = 9°26'56", Radius = 285.00 feet, Chord = 46.95 feet and a Chord Bearing = S46°34'19"W;
- Thence S41°50'51"W, 225.06 feet;
- Thence N48°09'09"W, 10.00 feet;
- Thence 173.30 feet along a curve to the right, said curve having a Delta = 48°26'10", Radius = 205.00 feet, Chord = 168.19 feet and a Chord Bearing = S66°03'56"W;
- Thence N89°42'59"W, 5.20 feet to the southeast corner of Tract B of Harvest Hills First Addition;

Thence leaving said right-of-way line, along the easterly boundary of said Tract B the following two courses:
- Thence N00°17'01"E, 335.23 feet;
- Thence N59°42'14"E, 167.19 feet to the **Point of Beginning**.

Parcel contains 2.16 acres more or less.

DEDICATION

Know all persons by these presents, that Harvest Hills Development Corporation, owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as the Replat of Lot 1 of Block 1 of Harvest Hills First Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith declare to offer for dedication to the public, the Common Area for access and utility purposes.
In witness thereof, the undersigned has set his hand and seal.

_____
Harvest Hills Development Corporation
Phil Rheingans, President

ACKNOWLEDGMENT

State of_____

County of_____

On this_____day of_____2021, before me, the undersigned Notary Public in and for the State of_____, personally appeared Phil Rheingans, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____

Notary Public,_____

Residing in_____

My Commission Expires_____

MEGAN HANSEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 10-15-2021
STATE OF IDAHO
COMMISSION NUMBER 66430

APPROVALS

Moscow Planning and Zoning Commision
Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this_____day of_____, 2021.

_____
Chairman, Planning and Zoning Commission

Moscow City Council
Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this_____day of_____2021.
Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

_____ _____
Clerk Mayor, City of Moscow

City Engineer, City of Moscow
Examined and approved by the City Engineer this_____day of_____2021.

_____
City Engineer, City of Moscow

Latah County Surveyor
Examined and approved by the Latah County Surveyor this_____day of_____2021.

_____
Latah County Surveyor

Latah County Treasurer
I hereby certify that taxes and assessments on property shown hereon have been paid for 2017 and preceding years as of this_____day of_____2021.

_____
Latah County Treasurer

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

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

SURVEYOR'S CERTIFICATE

I, Michael E. Dahlun, P.L.S. #17534, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon.
The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 8-01-2022, as referenced on the plat and approved by the City of Moscow.
Witness my hand and seal this_____day of_____2021.

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

_____
Michael E. Dahlin, PLS #17534

NO._____
AT THE REQUEST OF:

_____
DATE & HOUR:

_____ M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE $_____BY_____

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

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
139 West 3rd Street #102 Moscow, Idaho 83843 208.883.5339 rimrock@rimrockconsulting.net

PRELIMINARY
NOT FOR RECORDING

Replat of Lot 1 of Block 1
of Harvest Hills First Addition to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	3831 Replat.dwg
Tab:	Sign
Plot Style	Primary.ctb
Project:	3821-07-13
Date:	8/31/21

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

For City Use Only			
	Date Received		
Dept	Fee Type	Fees	Paid
CD	Final PUD	$425 plus $27/lot	
	Receipt Number		

APPLICATION FOR FINAL PLANNED UNIT DEVELOPMENT

APPLICANT:

Name: Phil Rheingans Telephone: 619-520-8753

Complete Address: PO Box 8986 Mosocw, ID 83843

E-Mail: _____ Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____

Complete Address: _____

E-Mail: _____ Fax: _____

PROPERTY:

1. Proposed PUD Name: Harvest Hills PUD
2. Address or Parcel Number: 3rd St and Mountain View Rd

AUTHORIZATION:

1. Describe any changes in design or construction since approval of the Preliminary PUD:

Stormwater was evaluated and stormwater swale was removed from the plans

CONDITIONS OF APPROVAL:

The Commission or Council (in the case of a Type 2 PUD application) 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) The Final PUD process is intended to give the Zoning Administrator, Planning and Zoning Commission, or the Council (in the case of Type 2 PUD application), an opportunity to determine whether the proposed development conforms to the intent of the preliminary approval. The applicant is required to detail any proposed development agreements, condominium agreements, deed restrictions, or other commitments needed to assure adherence to the proposed development plan, and to provide final plans indicating how conditions or modifications imposed at preliminary approval will be met.
2) If the final proposal is substantially unchanged from the application provided for preliminary approval, and if it adequately incorporates all required conditions or modifications, it may be acted on by majority vote of the Planning and Zoning Commission as a regular agenda item at a regularly scheduled meeting (or City Council, in the case of a Type 2 PUD application). The deciding body may grant final approval, may grant final approval with minor modifications or conditions, or may deny the application.
3) If the proposal differs significantly from the proposal discussed at earlier public hearings beyond those changes required as conditions of the preliminary approval, or if conditions or modifications are contemplated which differ significantly from those presented at earlier hearings, then a new public hearing must be conducted by the Planning and Zoning Commission (or City Council in the case of a Type 2 PUD application) prior to final project approval.

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:

A Final PUD application is made by submitting the following information to the Community Planning and Design Department:

- Completed application.
- Payment of application fees.
- Site Plan, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Floor Plans, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Elevation Drawings and/or Renderings, drawn to scale (1 electronic copy; 2 - 11" x 17" hard copies)
- Evidence of clear title to any lands to be conveyed or reserved for parks, scenic ways, playgrounds, schools, public buildings, or other public purposes.
- Final plans showing location of water, sewer, drainage and all other utilities, and plans for street improvements and grading.
- A final phasing plan.

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

Applicant's Signature	Date 8-3-21
Property Owner's Signature	Date 8-3-21

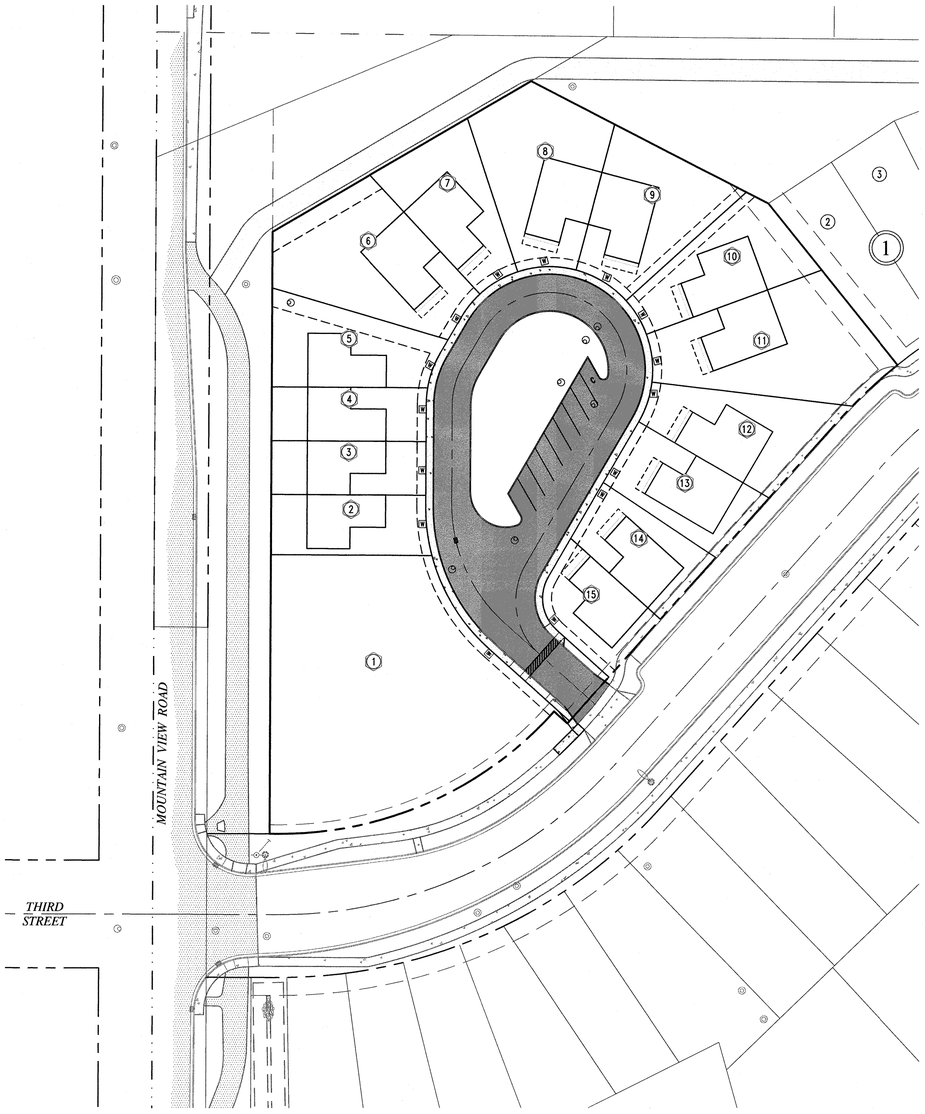
HARVEST HILLS LOT 1, BLOCK 1 REPLAT CITY OF MOSCOW LATAH COUNTY, IDAHO

BASIS OF ELEVATION

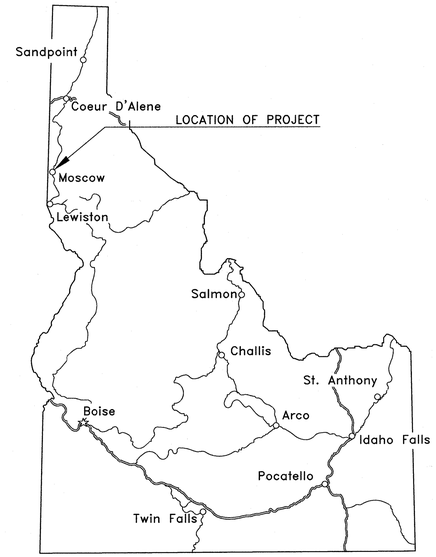
THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD88, ESTABLISHED BY GPS. THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER SERVICE (OPUS).

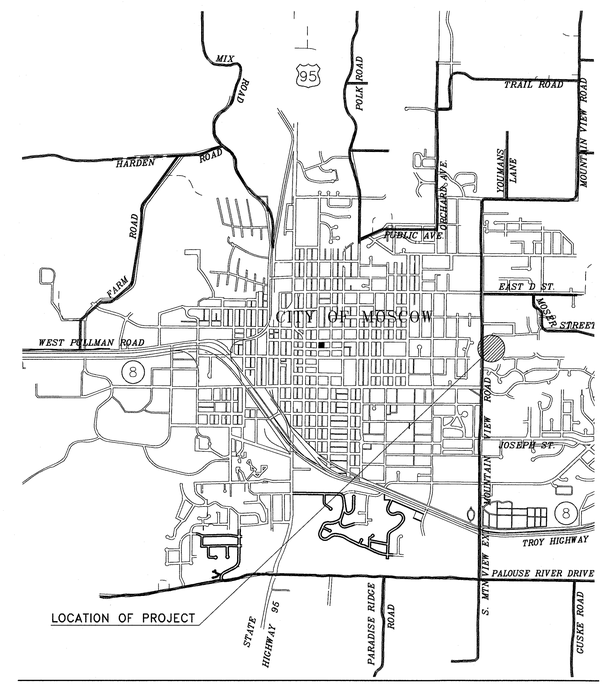
DRAWING INDEX

Sheet Number	Sheet Title
C1	COVER SHEET
C2	EROSION CONTROL AND GRADING PLAN
C3	UTILITY LAYOUT PLAN
C4	PLAN AND PROFILE
C5	GENERAL NOTES AND DETAILS



SCALE: 1"= 40'





VICINITY MAP

Know what's below. Call before you dig.

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405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

PROFESSIONAL ENGINEER LICENSED 13384 7-15-21 STATE OF IDAHO SCOTT BECKER

HARVEST HILLS LOT 1, BLOCK 1 REPLAT

COVER SHEET

PHIL RHEINGANS
THIRD STREET
MOSCOW, IDAHO
(619) 520-8753

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	3831 COVER.dwg
Tab:	COVER
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	3831-01-21
Date:	7/15/2021

C1

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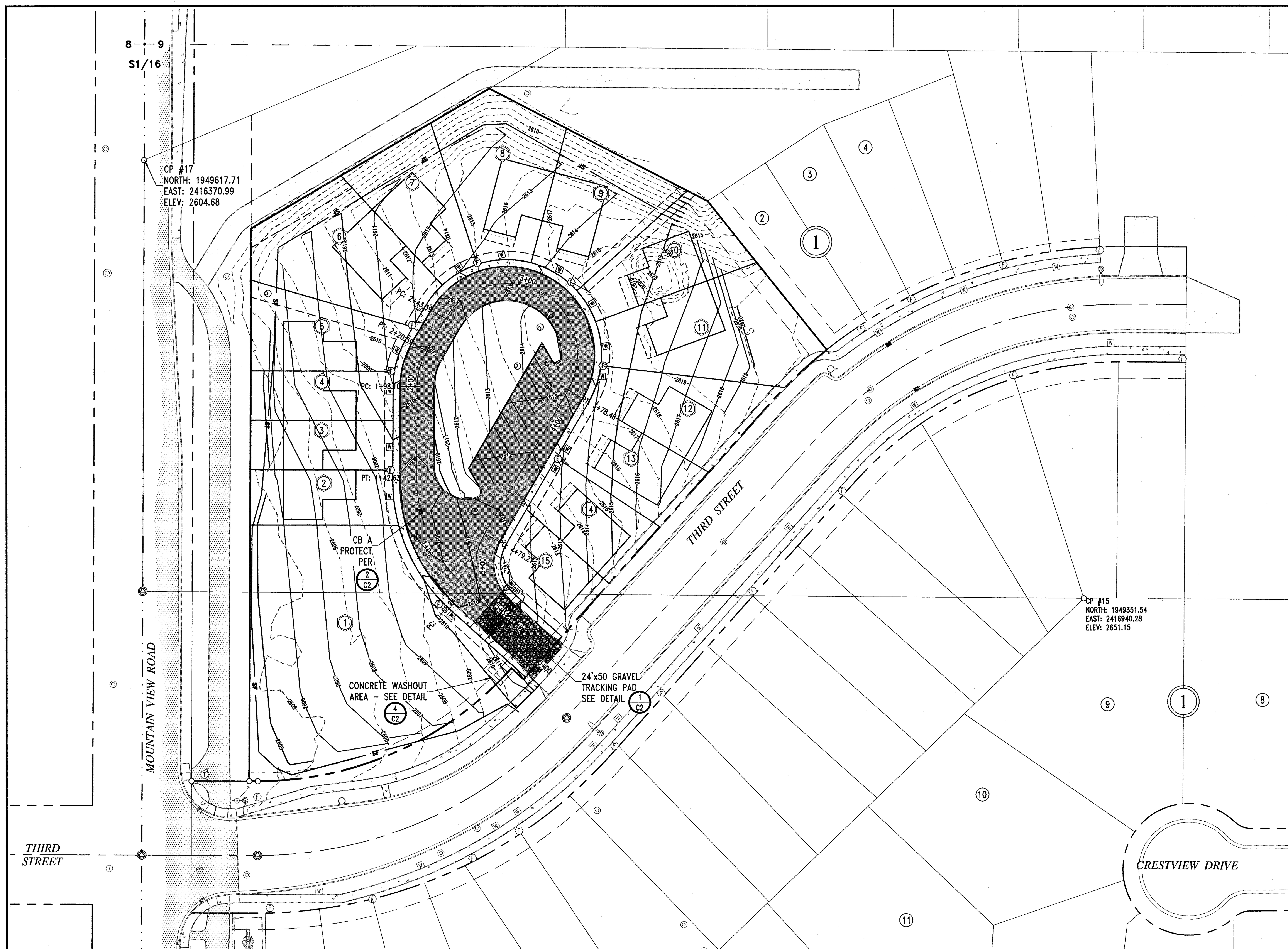

Know what's **below.**
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LEGEND

Symbol	Description
○	5/8" REBAR
⊙	MANHOLE
■	CATCH BASIN
[W]	WATER METER
(F)	FRANCHISE UTILITY PEDESTAL
(11)	LOT NUMBER
———	PROPOSED 1' CONTOUR INTERVAL
- - - -	EXISTING 1' CONTOUR INTERVAL
———	LOT LINE
———	RE-PLAT BOUNDARY LINE
—— — — ——	RIGHT-OF-WAY LINE
— — — —	ACCESS & UTILITY EASEMENT
—— SF ——	SILT FENCE – SEE DETAIL 3/C2
(shaded)	ASPHALT PAVING
(stippled)	CONCRETE PAVING

SCALE: 1"=40'

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

CUT VOLUME = 3080 C.Y.

FILL VOLUME = 1550 C.Y. (ASSUMES 22% SHRINKAGE DUE TO COMPACTION)

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 TESTLOCATIONS 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:

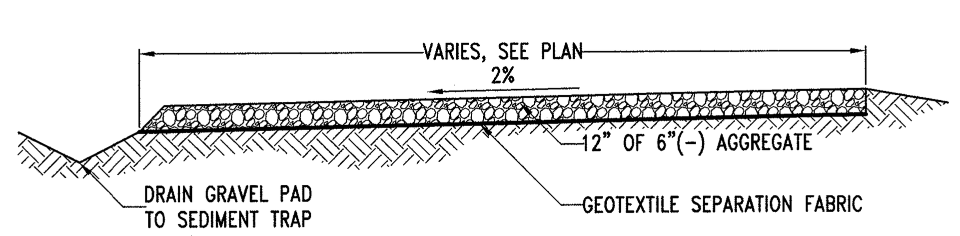
1. SUSPEND ALL EXCAVATION AND EMBANKMENT WORK DURING RAIN STORMS TO MINIMIZE EROSION AND SEDIMENT IMPACTS. MONITOR SITE CONDITIONS DURING AND FOLLOWING RAIN EVENTS FOR EROSION AND SEDIMENT CONTROL PROBLEMS – INSTALL CORRECTIVE MEASURES AND INITIATE CLEANUP MEASURES AS REQUIRED.
2. SPRAY WATER ON DISTURBED 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:

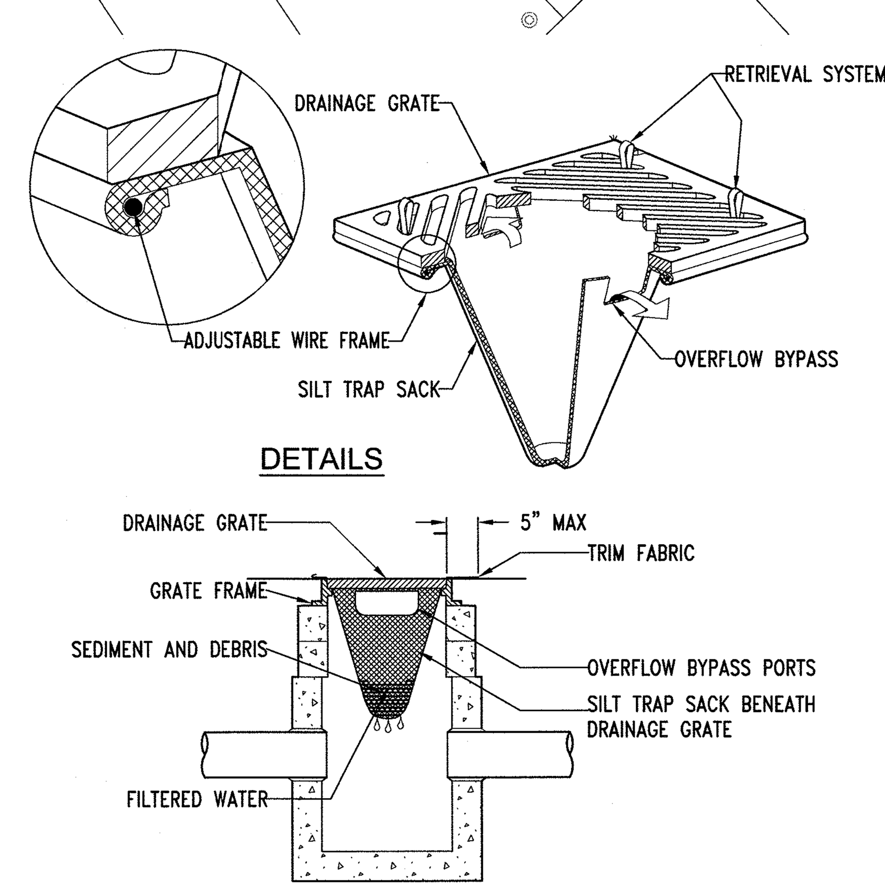
1. SILT FENCING SHALL REMAIN AFTER THE COMPLETION OF CONSTRUCTION UNTIL SUFFICIENT VEGETATION IS ESTABLISHED TO PREVENT EROSION AND MOBILIZATION OF SEDIMENT, AND UNTIL APPROVAL FOR REMOVAL IS OBTAINED FROM THE CITY ENGINEER.
2. PERIODIC MAINTENANCE OF EROSION CONTROL MEASURES IS REQUIRED UNTIL PERMANENT 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.



GRAVEL TRACKING PAD — NTS — 1/C2

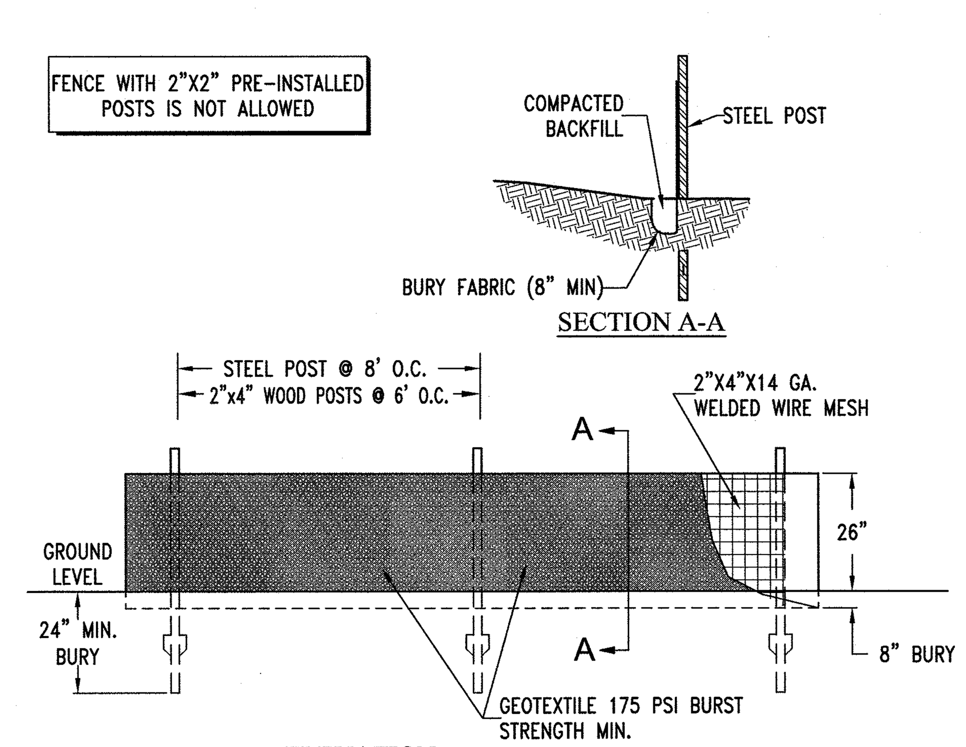


NOTES:

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/C2

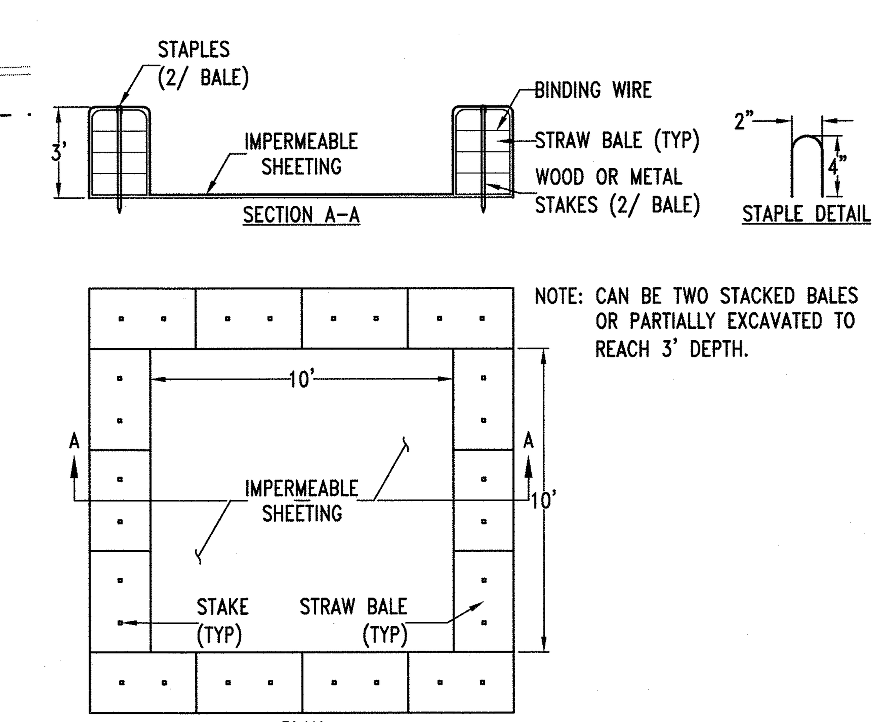
FENCE WITH 2"X2" PRE-INSTALLED POSTS IS NOT ALLOWED



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/C2



NOTE: CAN BE TWO STACKED BALES OR PARTIALLY EXCAVATED TO REACH 3' DEPTH.

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/C2

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PROFESSIONAL ENGINEER LICENSED 13384 7-15-21 STATE OF IDAHO SCOTT BECKER

HARVEST HILLS LOT 1, BLOCK 1 REPLAT
EROSION CONTROL AND GRADING PLAN
PHIL RHEINGANS
THIRD STREET
MOSCOW, IDAHO
(619) 520-8753

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	3831 GRADING.dwg
Tab:	GRADING
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	3831-01-21
Date:	7/15/2021

C2

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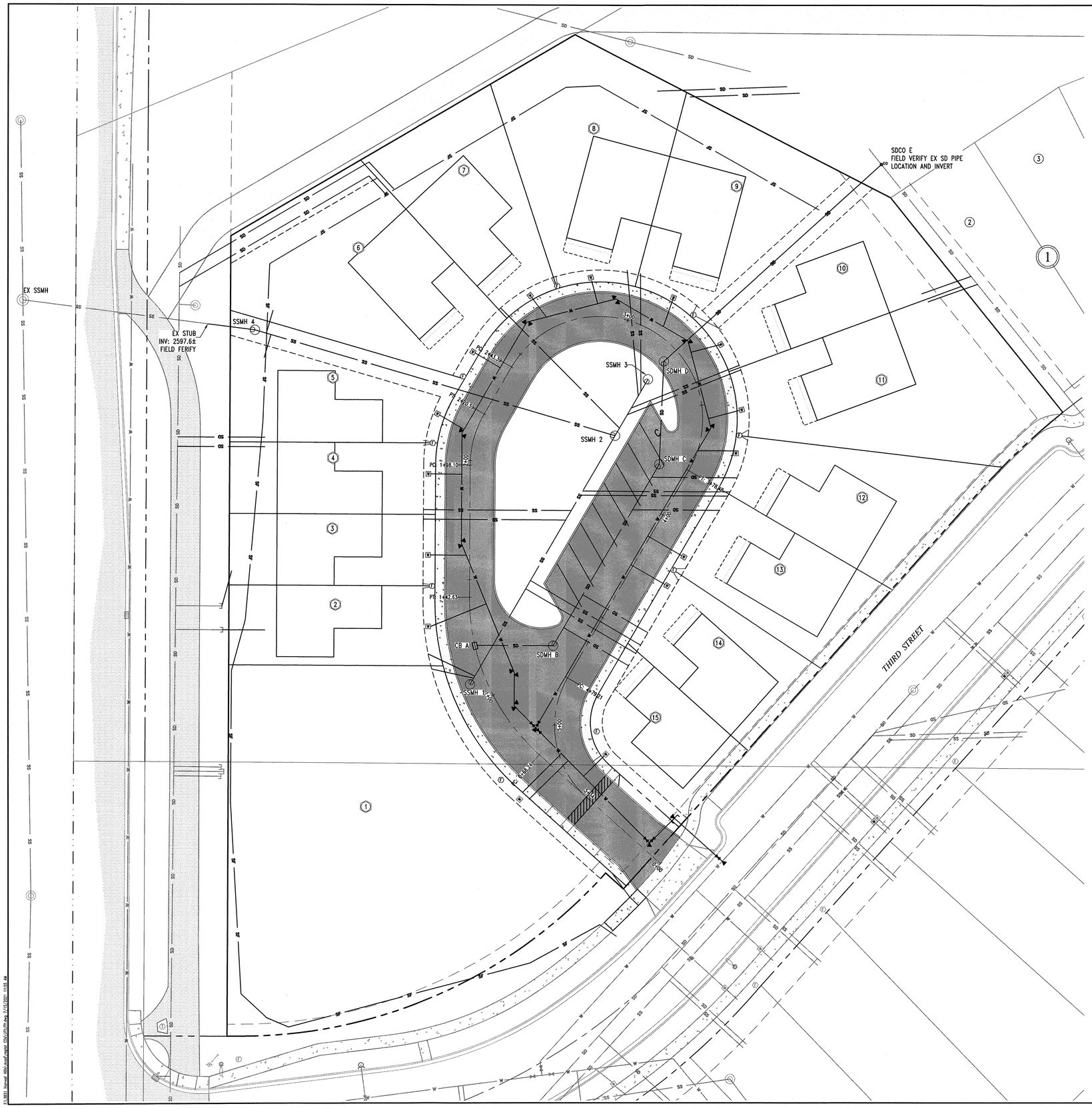

Know what's **below.**
Call before you dig.

SANITARY SEWER DATA				
STRUCTURE	LID	INVERT 1	INVERT 2	INVERT 3
SSMH 1	2608.99	(TO SSMH 2) 2601.99		
117 L.F. 8" SDR35 PVC @ 0.9% (SSMH 1 TO SSMH 2)				
SSMH 2	2613.95	(FROM SSMH 1) 2613.90	(FROM SSMH 3) 2613.90	(TO SSMH 4) 2613.80
24 L.F. 8" SDR35 PVC @ 6.0% (SSMH 3 TO SSMH 2)				
SSMH 3	2614.35	(TO SSMH 2) 2602.35		
154 L.F. 8" SDR35 PVC @ 1.0% (SSMH 2 TO SSMH 4)				
SSMH 4	2607.20	(FROM SSMH 2) 2598.65	(TO EX STUB) 2598.55	
20± L.F. 8" SDR35 PVC @ 5%± (SSMH 4 TO EX STUB)				

STORM DRAIN DATA			
STRUCTURE	LID	INVERT 1	INVERT 2
CB A	2608.33	(TO SDMH B) 2605.93	
30 L.F. 8" SDR35 PVC @ 0.4% (CB A TO SDMH B)			
SDMH B	2610.40	(FROM CB A) 2605.80	(TO SDMH C) 2605.70
85 L.F. 8" SDR35 PVC @ 0.4% (SDMH B TO SDMH C)			
SDMH C	2613.23	(FROM SDMH B) 2605.38	(TO SDMH D) 2605.28
40 L.F. 8" SDR35 PVC @ 0.4% (SDMH C TO SDMH D)			
SDMH D	2613.65	(FROM SDMH C) 2605.15	(TO SDCO E) 2605.05
120± L.F. 8" SDR35 PVC @ 0.5%± (SDMH D TO SDCO E)			
SDCO E	2606.0	(FROM SDMD D) 2604.5±	

LEGEND

- MANHOLE
- CATCH BASIN
- CLEAN OUT
- EXISTING FIRE HYDRANT
- WATER METER
- FRANCHISE UTILITY PEDESTAL
- WATER VALVE
- THRUST BLOCK
- LOT NUMBER
- RE-PLAT BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- ACCESS & UTILITY EASEMENT
- WATER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- STANDING CURB (TYPE A)
- ASPHALT PAVING
- CONCRETE PAVING

SCALE: 1"=20'

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PROFESSIONAL ENGINEER
LICENSED
13384
7-15-21
STATE OF IDAHO
SCOTT BECKER

HARVEST HILLS LOT 1, BLOCK 1 REPLAT
UTILITY LAYOUT PLAN
PHIL RHEINGANS
THIRD STREET
MOSCOW, IDAHO
(619) 520-8753

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	3831 UTILITY.dwg
Tab:	UTILITY
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	3831-01-21
Date:	7/15/2021

C3

J:\3831 Harvest Hills\dwg\plat CDs\UTILITY.dwg 7/15/2021 11:55 AM

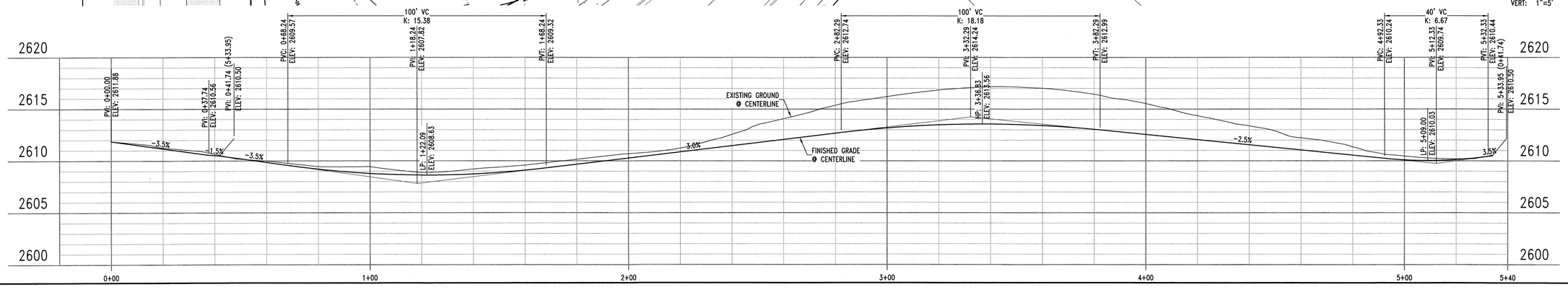
Know what's below.
Call before you dig.

LEGEND

2.0%	GRADE INDICATOR, ARROW POINTS DOWN HILL
+	SPOT ELEVATION – PROPOSED FINISHED GRADE
2611.00 / 2611.50	SPOT ELEVATION – TOP BACK OF CURB/FLOWLINE
	MANHOLE
	CATCH BASIN
	CLEAN OUT
	EXISTING FIRE HYDRANT
	WATER METER
	FRANCHISE UTILITY PEDESTAL
11	LOT NUMBER
(#)' R	CURVE RADIUS AT FACE OF CURB
	RE-PLAT BOUNDARY LINE
	LOT LINE
	RIGHT-OF-WAY LINE
	ACCESS & UTILITY EASEMENT
	STANDING CURB (TYPE A)
	ASPHALT PAVING
	CONCRETE PAVING

SCALE: 1"=20'

SCALE:
HORIZ: 1"=20'
VERT: 1"=5'



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PROFESSIONAL ENGINEER
LICENSED
13384
7-15-21
STATE OF IDAHO
SCOTT BECKER

HARVEST HILLS LOT 1, BLOCK 1 REPLAT
PLAN AND PROFILE

PHIL RHEINGANS
THIRD STREET
MOSCOW, IDAHO
(619) 520-8753

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	3831 PROFILE.dwg
Tab:	PROFILE
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	3831-01-21
Date:	7/15/2021

C4

Know what's **below.**
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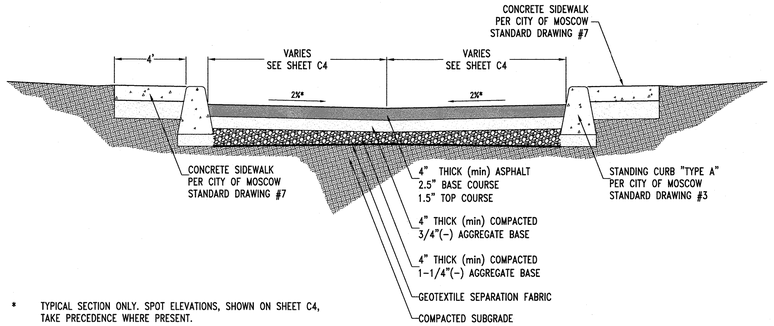
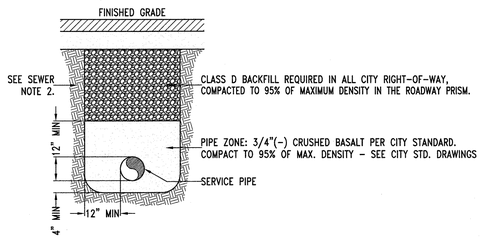
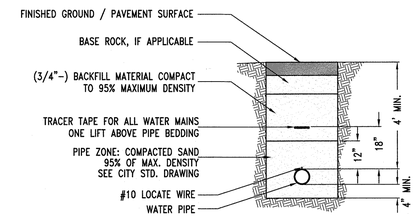


* TYPICAL SECTION ONLY. SPOT ELEVATIONS, SHOWN ON SHEET C4, TAKE PRECEDENCE WHERE PRESENT.

ROADWAY
TYPICAL SECTION — NTS — 1 / C5

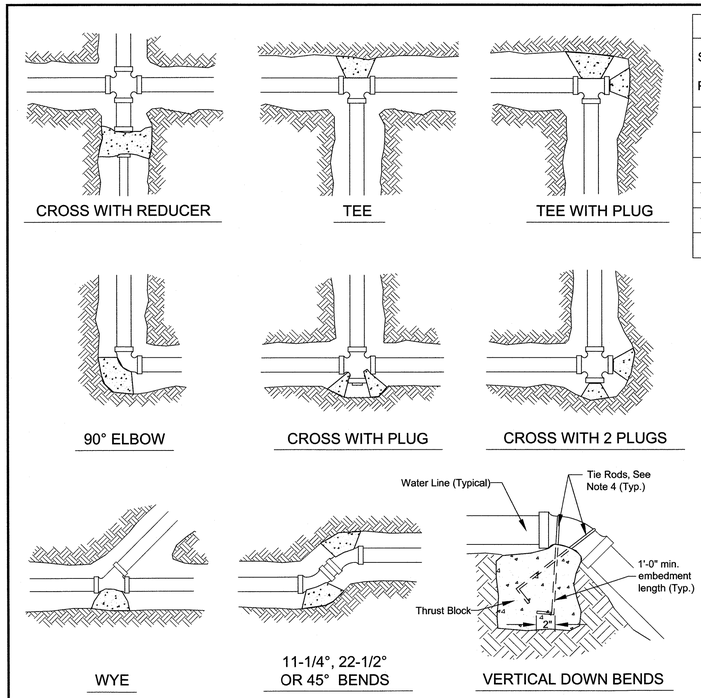


STORM OR SANITARY SEWER LINE
TYPICAL SECTION — NTS — 2 / C5



NOTE: WATER TRENCH TO COMPLY WITH CITY OF MOSCOW STANDARD CLASS 'D' BACKFILL

WATER LINE
TYPICAL SECTION — NTS — 3 / C5



THRUST BLOCK SIZE

Size of Pipe	Horizontal Bends Sq. Feet of Bearing on Undisturbed Earth: Tees & Deadends	90°	45°	22 1/2° / 11 1/4°	Vertical Down Bends Cu.Yds.
4"	2	3	1-1/2	1	1/2
6"	4	5-1/2	3	1-1/2	1/2
8"	7	9-1/2	5	2-1/2	1
10"	11	15	8-1/2	4	1-1/2
12"	15-1/2	22	12	6	2
16"	21	27	21	11	2-1/2

NOTES:

1. Thrust blocking for water mains shall be, as a minimum, the size indicated in the above Table.
2. Concrete shall be from a commercial source and be a minimum of 5-sack mix or ITD Class 22.
3. Concrete shall not be allowed in joints or in contact with pipes. Protect with plastic or paper sheeting prior to placing concrete.
4. Tie rods shall be 3/4" minimum diameter steel; coat tie rods with bituminous coating or approved equal. Hook (2" min.) all embedded ends.
5. The minimum distance between the fitting and excavated bank shall be three (3) pipe diameters.
6. Thrust blocks shall be cast against firm, undisturbed earth, as approved by the City Engineer.
7. Thrust blocks must be inspected by the City prior to backfill.
8. Thrust blocks for vertical up bends shall correspond to the requirements of horizontal bends.

REVISIONS

DATE	DESCRIPTION

SIGNED AND DATED

DRAFTED BY: RKC/KWK
CHECKED BY: K.Lilly
DRAWING SCALE: N.T.S.
DATE: 2-6-2012

WATER MAIN
THRUST BLOCKING

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER: 31

GENERAL NOTES

1. ALL WORK TO BE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
2. UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 811 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION.
3. ALL CONSTRUCTION MUST COMPLY WITH STATE OF IDAHO STANDARDS FOR DRINKING WATER SYSTEMS AND WITH THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY CRITERIA FOR SEWAGE WORKS DESIGN.
4. THE OWNER IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL ORDINANCES, POLICIES AND LAWS. AN APPROVED EROSION CONTROL PLAN IS PROVIDED AS PART OF THESE CONSTRUCTION DRAWINGS.
5. MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT WILL BE DETERMINED USING AASHTO T99 EXCEPT AS NOTED. IN PLACE DENSITY AND MOISTURE CONTENT SHALL BE DETERMINED BY ASTM D 2922 (NUCLEAR DENSOMETER).
6. THE DEVELOPER'S ENGINEER TO FURNISH DESCRIPTIONS FOR ALL PUBLIC UTILITY EASEMENTS OUTSIDE THE BOUNDARY OF THE PLAT. THE CITY WILL PREPARE THE EASEMENT DOCUMENTS.

ROADWAY

1. ALL BACKFILL AND SUBGRADE IN PUBLIC STREET SECTION SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY.
2. SEE TYPICAL SECTION 1, THIS SHEET.
3. ADJUST ALL MANHOLES AND WATER VALVE BOXES TO FINISHED GRADE PRIOR TO PAVING.
4. ALL OFFSET DIMENSIONS ARE FROM INDICATED STATION LINES UNLESS OTHERWISE NOTED.
5. STREET MONUMENTS SHALL BE SET BY ENGINEER IN CASINGS PROVIDED AND SET BY CONTRACTOR. ENGINEER SHALL MARK LOCATION OF CASINGS FOR CONTRACTOR.
6. ALL CUT OR FILL SLOPES ON STREET RIGHTS-OF-WAY SHALL BE MULCHED TO PREVENT EROSION. SEE EROSION CONTROL PLAN, SHEET C2.
7. ALL CURB RADII AT INTERSECTIONS TO BE 25 FEET, PER CITY STANDARD, UNLESS SPECIFICALLY NOTED OTHERWISE.

STORM & SANITARY SEWER

1. THE CITY OF MOSCOW IS OPERATOR OF WATER AND SEWER FACILITIES SERVING THIS DEVELOPMENT.
2. ALL TRENCH AND FOUNDATION EXCAVATIONS GREATER THAN FOUR FEET DEEP SHALL HAVE SLOPES OF 1.5:1 (HORIZONTAL TO VERTICAL) OR, BRACING OR SHORING SHALL BE PROVIDED IN ACCORDANCE WITH OSHA AND OTHER APPROPRIATE LOCAL CODES.
3. ALL SATURATED, LOOSE, OR DISTURBED SOIL SHALL BE REMOVED FROM THE BOTTOM OF UTILITY TRENCHES PRIOR TO PLACEMENT OF PIPE BEDDING. PIPE BEDDING AND TRENCH BACKFILL SHALL BE PLACED IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
4. SEWER STUBS SHALL BE INSTALLED AT A MINIMUM SLOPE OF 1/4" PER FOOT, AND CONNECTED TO MAINS USING MANUFACTURED WYES.
5. SANITARY SEWER STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW AND CAPPED RISER TO 12" MINIMUM ABOVE FINISHED GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE GREEN (SDR 35) PVC. WRAP 'SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
6. FOUNDATION DRAIN STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW & CAPPED RISER TO 12" MINIMUM ABOVE GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE WHITE PVC. WRAP 'STORM SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
7. ALL STORM AND SANITARY SEWER LINES SHALL HAVE 2.0' MINIMUM COVER.
8. USE ECCENTRIC CONES EXCEPT WHEN SPECIFICALLY APPROVED BY THE ENGINEER. PLACE THE CONE ENTRY HOLE ABOVE THE OUTLET PIPE. FLAT TOPS ARE NOT ALLOWED WITHOUT APPROVAL OF THE ENGINEER.
9. SANITARY SEWER PIPE (SS): ALL SS PIPE TO BE SDR 35, PVC (GREEN), UNLESS OTHERWISE NOTED.
10. STORM SEWER PIPE (SD): ALL SD PIPE TO BE SDR 35, PVC (WHITE), UNLESS OTHERWISE NOTED.

WATER

1. WATER SERVICES SHALL BE DUG AND INSTALLED BY CONTRACTOR AT OWNER'S EXPENSE. CITY CREW WILL MAKE TAP TO MAIN. ALL WATER SERVICE MATERIALS FURNISHED BY CITY.
2. ALL WATER SERVICES SHALL BE INSPECTED BY THE CITY PRIOR TO BACKFILLING TRENCHES.
3. INSTALL "LOCATE" TAPE 18" ABOVE PIPE AND #10 LOCATE WIRE DIRECTLY ABOVE PIPE IN PVC WATER LINE TRENCH. REFER TO DETAIL, THIS SHEET.
4. HYDROSTATIC TESTING AND DISINFECTION OF WATER MAINS SHALL BE DONE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS. THE CONTRACTOR SHALL REQUEST PIPE TESTING AT LEAST 48 HOURS IN ADVANCE OF THE TIME ACTUAL TESTS SHALL BE PERFORMED.
5. BACK FLOW DEVICES SHALL BE PROVIDED PER CITY CODES AND POLICIES.
6. FIRE HYDRANTS SHALL BE PLACED WITH THE STEAMER PORT FACING THE STREET OR DRIVEWAY AS APPROPRIATE AND SHALL BE MAINTAINED CLEAR AND ACCESSIBLE FOR FIRE PROTECTION DURING CONSTRUCTION. NO OBSTRUCTIONS SHALL BE PLACED WITHIN THREE FEET OF THE FIRE HYDRANT.
7. WATER PIPE: ALL WATER MAINS TO BE C 900 CLASS 150 PVC, UNLESS OTHERWISE NOTED.

SEPARATION OF WATER AND SEWER

A. WATER AND SEWER (SANITARY OR STORM) MAINS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE NO LESS THAN TEN (10) FEET. IN ANY INSTANCE WHERE SUCH SEPARATION IS NOT ACHIEVABLE, THE FOLLOWING STANDARDS SHALL BE MET:

I. THE WATER AND SEWER MAINS SHALL BE SEPARATED BY AT LEAST SIX (6) HORIZONTAL FEET MEASURED BETWEEN THE OUTSIDE WALLS OF THE PIPES, AND THE SEWER MAIN SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS AT ALL SUCH POINTS; AND

II. THE WATER MAIN SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE SEWER MAIN.

B. THE REQUIREMENTS FOR THE VERTICAL SEPARATION OF WATER AND SEWER MAINS ARE AS FOLLOWS:

I. AT ANY POINT WHERE THE SEWER AND WATER MAINS CROSS, THEY SHALL BE SEPARATED BY A VERTICAL DISTANCE OF NO LESS THAN EIGHTEEN (18) INCHES.

II. AT ANY POINT WHERE THE SEWER MAIN CROSSES ABOVE THE WATER MAIN THE SEWER MAIN SHALL BE SUPPORTED TO MAINTAIN LINE & GRADE.

III. AT ANY POINT WHERE THE SEWER AND WATER MAIN CROSS, THE CROSSING SHALL BE ARRANGED SO THAT THE WATER MAIN JOINTS WILL BE EQUAL DISTANCE AND AS FAR AS POSSIBLE FROM THE SEWER MAIN JOINTS.

IV. IF THE WATER MAIN IS BELOW THE SEWER MAIN, THE SEWER MAIN SHALL BE CONSTRUCTED OF MATERIALS CONFORMING TO WATER MAIN STANDARDS AND PRESSURE TESTED TO 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING IF THE EIGHTEEN (18) INCH VERTICAL SEPARATION CANNOT BE MAINTAINED.

V IN LIEU OF CONSTRUCTING (OR RECONSTRUCTING) A NON-POTABLE WATER MAIN DUE TO LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION FROM A POTABLE WATER MAIN, EITHER THE NON-POTABLE MAIN OR THE POTABLE WATER MAIN MAY BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO DEQ FOR A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING.

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PROFESSIONAL ENGINEER
LICENSED
13384
7-15-21
STATE OF IDAHO
SCOTT BECKER

HARVEST HILLS LOT 1, BLOCK 1 REPLAT
GENERAL NOTES AND DETAILS
PHIL RHEINGANS
THIRD STREET
MOSCOW, IDAHO
(619) 520-8753

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	3831 DETAIL.dwg
Tab:	DETAIL
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	3831-01-21
Date:	7/15/2021

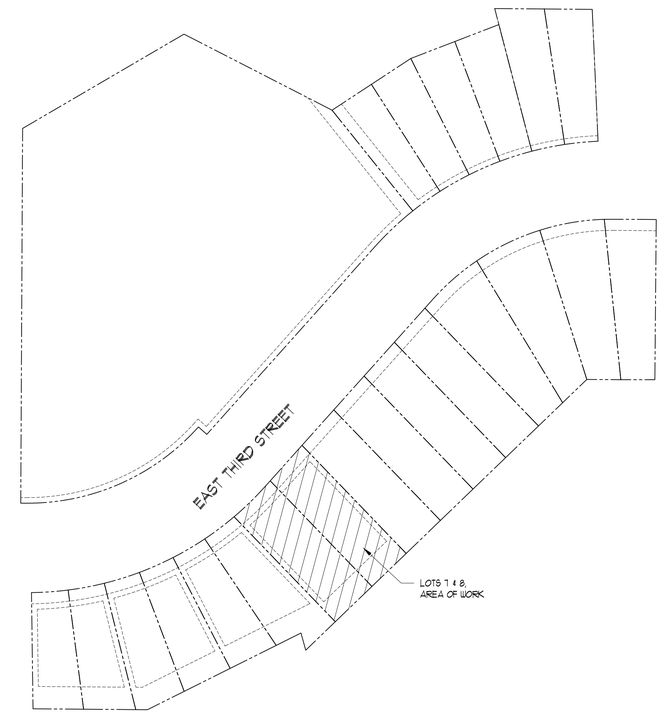
C5

Harvest Hills Twin Homes Lots 7 to 8

Owner - Phil Rhiengans
East Third St
Moscow, Idaho

INDEX OF DRAWINGS

A-0	TITLE SHEET, GEN. NOTES, VICINITY MAP
A-1	SITE PLAN, SITE DETAILS, EXT ELEVATION
A-2	FOUNDATION PLAN
A-3	MAIN FLOOR FRAMING PLAN
A-4	MAIN FLOOR PLAN, WINDOW SCHEDULE
A-5	UPPER FLOOR FRAMING PLAN
A-6	UPPER FLOOR PLAN
A-7	ROOF FRAMING PLAN
A-8	EXTERIOR ELEVATIONS
A-9	BUILDING SECTION, BUILDING DETAILS



Vicinity Map

N.T.S.

GENERAL / CONSTRUCTION NOTES (unless noted otherwise)

GENERAL

THESE DRAWINGS ARE INTENDED TO SERVE AS AN OUTLINE FOR CONSTRUCTION ONLY. THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY FOR VERIFYING THAT ALL ELEMENTS OF THE DESIGN AND CONSTRUCTION CONFORM TO INDUSTRY STANDARDS AND TO THE STANDARDS OF THE ADOPTED BUILDING CODE AS WELL AS ANY OTHER LOCAL ORDINANCES AND/OR REGULATIONS AND REQUIREMENTS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION IN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL CONSTRUCTION ITEMS AND ACCESSORIES WHICH MAY NOT BE INDICATED ON THE DRAWINGS, BUT ARE REQUIRED FOR COMPLETION OF THE PROJECT. THE COST OF ALTERING ANY ITEMS, CONSTRUCTED OR OTHERWISE, BECAUSE OF NON-COMPLIANCE WITH BUILDING CODES AND LOCAL ORDINACES, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR TO INFORM HIMSELF OF ANY AND ALL SUCH REQUIREMENTS PRIOR TO PROCEEDING WITH CONSTRUCTION.

THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS.

LISTED DIMENSIONS SHALL HAVE PRECEDENCE OVER ANY DIMENSIONS OBTAINED BY SCALING FROM THE PLANS. CONTRACTOR SHALL AVOID SCALING FROM THE PLANS WHENEVER POSSIBLE.

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ARRANGE ANY SPECIAL TESTING AND/OR SPECIAL INSPECTIONS AS REQUIRED BY APPLICABLE BUILDING CODES AND LOCAL BUILDING ORDINACES.

THE CONTRACTOR SHALL PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THE MOUNTING OF ANY SHELVES, SPECIAL ITEMS AND/OR EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL LOCATIONS OF ANY SPECIAL ITEMS OR EQUIPMENT WITH THE OWNER.

THE CONTRACTOR SHALL HAVE THE ABILITY TO ALTER CONSTRUCTION ITEMS OR DETAILS AS REQUIRED TO CONFORM TO STANDARD BUILDING PRACTICES, UNFORSEEN CONDITIONS, CODE COMPLIANCE ISSUES AND ECONOMIC BUILDING PRACTICES. HOWEVER, WETHER IT BE BY PREFERENCE OR BY REQUIREMENT, THE CONTRACTOR MUST CONSULT WITH THE OWNER PRIOR TO MAKING ANY CHANGES WHICH WILL DEVIATE FROM THE DRAWINGS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES TO THE DRAWINGS OR CONSTRUCTION WITHOUT RECEIVING VERBAL OR WRITTEN AUTHORIZATION FROM THE OWNER.

THESE DRAWINGS SHALL NOT BE COPIED WITHOUT THE WRITTEN CONSENT OF THE OWNER. NEITHER THESE DRAWINGS, OR A RE-CREATION OF THE DESIGN CONTAINED HEREIN, SHALL BE USED BY ANY INDIVIDUAL OR COMPANY FOR THE CONSTRUCTION OF ANY OTHER HOUSE OR STRUCTURE THAN SPECIFIED LOCATION ON THE TITLE BLOCK WITHOUT THE WRITTEN CONSENT OF THE AUTHOR (JOHN M PAUL) THE OWNER

DESIGN CRITERIA

SNOW LOAD	64 PSF (VERIFY W/ OFFICIAL)
FLOOR LIVE LOAD	40 PSF (VERIFY W/ OFFICIAL)
BASIC WIND SPEED	110 MPH, (3 SEC) 85 MPH (FAST MILE)
SEISMIC LOADING	ZONE B
SOIL BEARING	1500 PSF (ASSUMED)

SITE CLEARING

CONDUCT SITE CLEARING OPERATIONS IN A MANNER THAT WILL ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

CONTRACTOR SHALL COORDINATE WITH THE OWNER WHICH EXISTING SITE FEATURES, EXISTING TREES AND VEGETATION ARE TO REMAIN, AND WHICH ARE TO BE REMOVED, PRIOR TO ANY SITE CLEARING OPERATIONS. PROTECT EXISTING TREES AND OTHER VEGETATION, WHICH IS NOT TO BE REMOVED, AGAINST ANY UNESSECARY DAMAGE DURING THE DURATION OF CONSTRUCTION ACTIVITIES ON THE SITE.

REMOVE TREES, GRASS AND OTHER VEGETATION, IMPROVEMENTS, OR OTHER OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION.

REMOVE ALL WASTE MATERIAL, DEBRIS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNERS PROPERTY. BURNING IS NOT PERMITTED ON THE OWNERS PROPERTY.

EARTHWORK

CONTRACTOR SHALL VERIFY, TO THE BEST EXTENT POSSIBLE, THE LOCATION OF ANY UNDERGROUND FEATURES, IMPROVEMENTS OR UTILITIES PRIOR TO ANY EXCAVATION WORK.

ALL EXCAVATION AND BACKFILL WORK SHALL COMPLY ALL LOCAL CODES, ORDINANCES AND REQUIREMENTS OF ANY AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL INQUIRE OF AND CONFORM TO ANY SPECIAL INSPECTION REQUIREMENTS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION.

FINISH GRADE AREAS ADJACENT TO BUILDING LINES SHALL DRAIN AWAY FROM STRUCTURES AT A MINIMUM SLOPE OF 2% AND/OR AS INDICATED ON DRAWINGS. FINISHED GRADES AND SURFACES SHOULD PREVENT PONDING AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING FOR A MINIMUM OF 10'-0", AND BE FREE FROM IRREGULAR SURFACE CHANGES.

PROVIDE AND IMPLEMENT EROSION CONTROL MEASURES TO PREVENT EROSION DAMAGE TO FRESHLY GRADED AREAS.

REMOVE EXCESS EXCAVATED MATERIAL, TRASH, DEBRIS AND WASTE MATERIALS FROM OWNERS PROPERTY AND DISPOSE OF IT.

CAST-IN-PLACE-CONCRETE FOUNDATIONS

ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

THE BOTTOM OF ALL FOOTINGS SHALL BEAR ON NATIVE, INORGANIC, UNDISTURBED SOIL. ALL EXTERIOR FOOTINGS SHALL EXTEND 2'-6" MINIMUM BELOW FINISH GRADE. NO FOOTING SHALL BEAR HIGHER THAN 1 VERTICAL TO 1.5 HORIZONTAL SLOPE ABOVE ANY EXCAVATION, EXISTING OR PLANNED.

CONCRETE STRENGTH, MIXTURES, MATERIALS AND CONSRUCTION IN GENERAL SHALL CONFORM TO THE REQUIREMENTS AND REGULATIONS OF THE ADOPTED BUILDING CODE AND ANY AND ALL REGULATIONS, REQUIREMENTS, AND ORDINANCES OF ALL AGENCIES HAVING JURISDICTION.

PROVIDE AN APPROVED WATER RESISTANT VAPOR BARRIER (POLYETHELENE FILM) OVER PREPARED BASE MATERIAL UNDER ALL INTERIOR CONCRETE SLABS ON GRADE.

REINFORCING STEEL SHALL BE DEFORMED BARS – GRADE 60 FOR #4 & LARGER. SECURELY TIE IN PLACE WITH DOUBLE ANNEALED 16 GUAGE IRON WIRE OR APPROVED CLIPS. PROVIDE CLEAR EMBEDMENT AT REINFORCING BARS AS FOLLOWS:

CONCRETE CAST AGAINST SOIL = 3"
FORMED CONCRETE AGAINST SOIL = 2"
WALLS, COLUMNS OR BEAMS NOT EXPOSED TO WEATHER = 1"
SLAB-ON-GRADE = 2"

APPLY DAMPROOFING TO ALL BELOW-GRADE SURFACES OF UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR OTHER BACKFILL, IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON THE OPPOSITE SIDE.

FOUNDATION DRAINAGE

THE FOUNDATION DRAIN SHALL CONSIST OF GRAVEL, CRUSHED STONE, AND A CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TILE. GRAVEL OR CRUSHED STONE SHALL CONTAIN NOT MORE THAN TEN (10) PERCENT MATERIAL THAT PASSES A NO. 4 SIEVE. THE DRAIN SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES BEYOND THE OUTSIDE EDGE OF THE FOOTING. THE DEPTH SHALL BE SUCH THAT THE BOTTOM OF THE DRAIN IS NOT HIGHER THAN THE BOTTOM OF THE BASE MATERIAL UNDER THE FLOOR, AND THE TOP OF THE DRAIN IS NOT LESS THAN SIX (6) INCHES ABOVE THE SPREAD PORTION OF THE FOOTING. THE TOP OF THE DRAIN SHALL BE COVERED WITH AN APPROVED FILTER MEMBRANE MATERIAL.

THE INVERT OF THE DRAIN PIPE OR TILE SHALL NOT BE HIGHER THAN THE FLOOR ELEVATION. THE TOP OF JOINTS AT TOP OF PERFORATIONS SHALL BE PROTECTED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE PIPE OF THE TILE SHALL BE PLACED ON NOT LESS THAN TWO (2) INCHES OF GRAVEL OR CRUSHED STONE COMPLYING WITH LOCAL BUILDING ORDINANCES AND SHALL BE COVERED WITH NOT LESS THAN SIX (6) INCHES OF THE SAME MATERIAL.

ROUGH CARPENTRY

ALL DIMENSIONAL/SAWN LUMBER TO BE DOUGLAS-FIR / LARCH, WWPA 1991 WESTERN GRADING RULES.

LUMBER SHALL BE OF THE FOLLOWING GRADES;

STUDS –	2x4 –	STANDARD OR BETTER
	2x6 –	#2 OR BETTER
JOIST –	2 TO 4 WIDE	
	6 TO 8	#2 OR BETTER
	10, 12 & 14 –	#1 OR BETTER
BEAMS AND STRINGERS		#1
POSTS AND TIMBERS		#1

SHEATHING SHALL BE APA RATED SHEATHING AND SHALL BEAR THE APA TRADEMARK OF THE AMERICAN PLYWOOD ASSOCIATION.

SUBFLOORING SHALL BE APA RATED STURD-I-FLOOR, EXPOSURE 1, 48/24, 3/4" THICK WITH T&G SIDES.
ROOF SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20 5/8" THICK.
WALL SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20, 1/2" THICK.

ALL WOODS BEARING ON CONCRETE OR MASONRY, IF LESS THAN 4'-0" ABOVE GRADE, SHALL BE PRESSURE TREATED. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, DUCTS, ETC...

UNDERLAYMENT SHALL BE 1/2" THICK PARTICLE BOARD UNDERLAYMENT.

HARDWARE AND FASTENINGS

UNLESS OTHERWISE NOTED, ANCHOR BOLTS SHALL BE 1/2" DIAMETER x 10" LONG WITH HEAD END HOOKED 2".

BOLT HEADS OR NUTS IN CONTACT WITH WOOD SHALL HAVE WASHERS.

NUMBER AND SPACING OF NAILS AND METHOD OF NAILING OF FRAMING SHALL MEET THE REQUIREMENTS OF U.B.C. NAILING SCHEDULE, TABLE NO 23-I-Q.

METAL FRAMING ANCHORS, HANGERS , STRAP ANCHORS, TIE STRAPS, END JOIST ANCHORS AND OTHER MISCELLANEOUS ACCESSORIES SHALL BE OF GALVANIZED STEEL, MANUFACTURED BY SIMPSON COMPANY OR EQUAL.

SPIKES, SCREWS, LAG BOLTS, AND OTHER MISCELLANEOUS FASTENINGS AND ROUGH HARDWARE SHALL BE SUPPLIED AS REQUIRED TO ASSEMBLE AND SECURE ROUGH CARPENTRY ITEMS.

FLOOR AND WALL FRAMING

WALL STUDS SHALL BE 2x4 OR 2x6 AT 16-INCH CENTER WITH THE LARGE DIMENSION PERPENDICULAR TO THE WALL, UNLESS OTHERWISE SHOWN OR NOTED. DOUBLE STUDS AT OPENING BUCKS AND TRIPLE STUDS AT CORNERS AND INTERSECTIONS AND AT BUCKS OF OPENINGS WIDER THAN 6 FEET.

PROVIDE DOUBLE TOP PLATE, OVERLAP TOP PLATE AT CORNERS AND INTERSECTIONS WITH BEARING PARTITIONS. INTERIOR WALLS SHALL HAVE THE TOP PLATE OVERLAP ONTO EXTERIOR WALLS. LAP ENDS 48 INCHES.

BRACE STUDS WHICH EXCEED 10 FEET IN HEIGHT WITH BLOCKING CUT FROM STUD MATERIAL. LOCATE BLOCKING AT MID HEIGHT OF STUD. STUD WALLS OVER 10 FEET IN HEIGHT REQUIRE FIRE BLOCKING.

IF WALL SHEATHING IS TO BE USED TO FULFILL DIAGONAL BRACING REQUIREMENTS, IT SHALL BE NAILED AT 4" SPACING AT EDGES AND 6" SPACING IN FIELD.

AIR INFILTRATION BARRIER SHALL BE "TYVEK HOUSEWRAP" OR APPROVED EQUAL AND SHALL BE INSTALLED UNDER ALL SIDING.

FLOOR JOISTS SHALL BE WOOD "I" JOISTS AND STAMPED BY THE APA FOR SPANS AND APPLICATIONS INDICATED ON DRAWINGS.

PROVIDE DOUBLE FLOOR JOIST UNDER ALL PARTITION WALLS WHICH RUN PARRALLEL WITH THE DIRECTION OF THE FLOOR JOIST TYPICAL

ALL SUBFLOORING SHALL BE GLUED AND NAILED TO FLOOR JOISTS.

SILL SEALER SHALL BE PROVIDED AT ALL SILL PLATES AND SHALL BE 1/2 THICK FOAM PLATES OR OTHER MATERIAL APPROVED FOR SAME PURPOSE.

ENGINEERED WOOD TRUSSES

WOOD ROOF TRUSSES SHALL BE DESIGNED BY AN APPROVED FABRICATOR OF ENGINEERED WOOD ROOF TRUSSES AND SHALL BE ACCOMPANIED BY SHOP DRAWINGS FROM SAID FABRICATOR STAMPED AND SIGNED BY AN ENGINEER LICENSED TO PRACTICE WITHIN THE SAME REGION OF THE PROJECT.

WOOD ROOF TRUSSES SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND REQUIREMENTS AND SHALL BE DESIGNED TO WITHSTAND THE DESIGN LOADS INDICATED ABOVE AS WELL AS STANDARD LOAD REQUIREMENTS FOR THE REGION IN WHICH THE PROJECT IS BEING BUILT.

INSTALL ROOF TRUSSES AT 24" CENTERS MAXIMUM AND INSTALL , SECURE AND BRACE AS PER MANAUFACTURERS RECOMMENDATIONS AS WELL AS ANY APPLICABLE BUILDING CODES AND REGULATIONS.

INSULATION AND THERMAL REQUIREMENTS

EXTERIOR WALLS SHALL HAVE AN R-VALUE OF NOT LESS THAN R-21
ATTIC INSULATION SHALL BE NOT LESS THAN R-49, BELOW GRADE WALLS AND BASEMENT WALLS USED FOR LIVING SPACE SHALL HAVE A MINIMUM R-VALUE OF R-10 CONT INSUL ON EXT OF WALL OR R-15 CONT INSUL ON INT OF WALL OR R-21 CAVITY INSUL PLUS THERMAL BREAK BETWEEN SLAB AND THE BASEMENT WALL AT THE INT OF BASEMENT WALL. FLOORS OVER UNHEATED SPACES SHALL HAVE A MIN. "R" VALUE OF R-38.

ALL PENETRATIONS (INCLUDING WIRING PENETRATIONS AT TOP AND BOTTOM PLATES, EXTERIOR JOINTS AT FLOORS, IN EXTERIOR WALLS, ROOF OR CEILING WALL) WILL BE SEALED, CAULKED, GASKETED OR WEATHERSTRIPPED TO REDUCE AIR LEAKAGE. CONTRACTOR SHALL STUFF ALL SHIM SPACE OR OTHER SIMILAR VOIDS IN EXTERIOR WALLS AROUND DOORS, WINDOWS, ETC. WITH INSULATION.

A VAPOR BARRIER RATED AT ONE PERM, DRY CUP, IS REQUIRED ON THE HEATED SIDE OF INSULATION.

A BLACK GROUND COVER NOT LESS THAN 6 MILLS THICK WILL BE INSTALLED IN ALL CRAWL SPACES.

COMPOSITION SHINGLE ROOFING

PROVIDE MINERAL-SURFACED, SELF-SEALING, GLASS-FIBER BASED ARCHITECTURAL GRADE ASPHALT SHINGLES. SHINGLES SHALL BE CLASS "A", U.L. RATED AND BEAR A U.L. WIND RESISTANT LABEL. SHINGLES SHALL HAVE A MANUFACTURERS 40-YEAR WARRANTY.

UNDERLAYMENT SHALL BE RUBBERIZED ASPHALT MEMBRANE, SELF ADHERING, MINIMUM 40 MILS THICK; MINIMUM TENSILE STRENGTH 250 PSI.

CEMENT LAYERS OF SELF ADHERING UNDERLAYMENT FROM THE EAVES TO A POINT AT LEAST 24" BEYOND THE INTERIOR WALL LINE OF THE BUILDING. THE CEMENTED UNDERLAYMENT SERVES AS EAVES FLASHING (ICE DAMS)

PROVIDE METAL VALLEY AND WALL FLASHING AS PER MANUFACTURERS STANDARD INSTALLATION GUIDELINES.

PROVIDE CONTINUOUS METAL GUTTERS AT ALL DRIP EDGES OF ROOFS.

LIFE SAFETY

SD INDICATES THE LOCATION OF SMOKE DETECTORS. PROVIDE ELECTRICAL SERVICE WITH BATTERY BACKUP, DECTECTOR TO BE ON AN INTERCONNECTED SYSTEMS

DOORS AND WINDOWS

ALL BEDROOMS OR SLEEPING ROOMS MUST HAVE AN EMERGENCY EGRESS WINDOW WITH A MIN. NET OPENABLE AREA OF AT LEAST 5.7 SQ.FT (820 SQ.INCHES). THE MINIMUM WIDTH FOR AN EGRESS OPENING SHALL BE 20 INCHES AND THE MINIMUM HEIGHT FOR AN EGRESS OPENING SHALL BE 24 INCHES. THE FINISHED SILL HEIGHT SHALL BE 44" MAXIMUM ABOVE THE FINISHED FLOOR. THESE MINIMUM REQUIREMENTS SHALL HAVE PRECEDENCE OVER ANY WINDOWS INDICATED ON THE DRAWINGS WHICH DO NOT MEET THESE REQUIREMENTS. **CONTRACTOR SHALL VERIFY EGRESS REQUIREMENTS WITH FINAL WINDOW SELECTION.**

WINDOWS SHALL BE CLAD WOOD UNITS SELECTED FROM MANUFACTURERS STANDARD SIZES TO MATCH WINDOWS SIZES AND OPERABLE CONFIGURATIONS AS INDICATED ON DRAWINGS. WINDOWS SHALL BE SELECTED IN COORDINATION WITH THE OWNER AND SHALL BE QUALITY UNITS WHICH MEET OR EXCEED LOCAL ORINACES AND UTILITY COMPANY REGULATIONS CONCERNING MINIMUM THERMAL PERFORMANCE REQUIREMENTS FOR WINDOW RESIDENTIAL SYSTEMS IN THIS REGION. WINDOWS WILL BE TESTED AND LABELED FOR THERMAL PERFORMANCE AND AIR INFILTRATION BY THE MANUFACTURER TO COMPLY WITH ASTM C236, C976 OR AAMA 1503.1-1980. A MINIMUM U-VALUE OF 0.28 IS TO BE MET.

SAFETY GLASS IS REQUIRED IN ALL AREAS WHERE GLASS IS WITHIN 18" OF THE FLOOR, OR IS IN EITHER THE DOOR OR DOOR SIDELIGHTS. ANY REQUIRED SAFETY GLASS SHALL BE TEMPERED.

ALL DOORS SHALL BE 6'-8" MINIMUM IN HEIGHT AND ALL EXT DOORS SHALL BE A MINIMUM OF 3'-0" WIDE. REFER TO DRAWINGS FOR INDIVIDUAL DOOR SIZES.

DOORS AND FRAMES WILL COMPLY WITH ASTM STANDARD 283-73 FOR AIR LEAKAGE AND A MAXIMUM U-VALUE OF 0.20.

GYPSUM DRYWALL

GYPSUM WALL BOARD SHALL BE 1/2" THICK WITH TAPERED EDGES TYPICAL. GARAGE WALLS AND CEILING SHALL BE 5/8" THICK. PROVIDE ALL CORNER BEADS, EDGE TRIM AND CONTROL JOINTS NECESSARY TO COMPLETE INSTALLATION OF GYPSUM WALL BOARD. FASTEN AS PER MANUFACTURERS SUGGESTED RECOMMENDATIONS FOR VARIOUS WALL / CEILING APPLICATIONS.

INSTALL WATER RESISITIVE GYPSUM WALL BOARD IN ALL BATHROOMS.

INSTALL TYPE "X" FIRE RESISTIVE GYPSUM WALL BOARD IN ANY ENCLOSED SPACES UNDER STAIRS TYPICAL. ALL PANEL JOINTS MUST BE TAPED AND FINISHED IN THESE AREAS EVEN IF WALLS ARE NOT TO RECIEVE PAINT.

MECHANICAL/PLUMBING

ANY MECHANICAL/PLUMBING ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE MECHANICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MECHANICAL / PLUMBING WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF MECHANICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

ALL GAS INSTALLATIONS MUST BE PERFORMED BY A GAS INSTALLER LICENSED TO OPERATE IN THE REGION OF THIS PROJECT.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES.

STRUCTURAL ITEMS SHALL NOT BE CUT OR NOTCHED FOR INSTALLATION OF MECHANICAL/PLUMBING ITEMS UNLESS PERMITTED BY CODE OR BY MANUFACTURERS INSTRUCTIONS.

ELECTRICAL

ANY ELECTRICAL ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE ELECTRICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL ELECTRICAL WORKMANSHIP AND INSTALLATION SHALL BE PERFORMED IN A FIRST CLASS MANNER AND SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ELECTRICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

WHERE INDICATED ITEMS ON THE DRAWINGS ARE IN EXCESS OF THAT REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCES, THE CONTRACTOR SHALL PROVIDE ITEMS AS PER THE DRAWINGS.

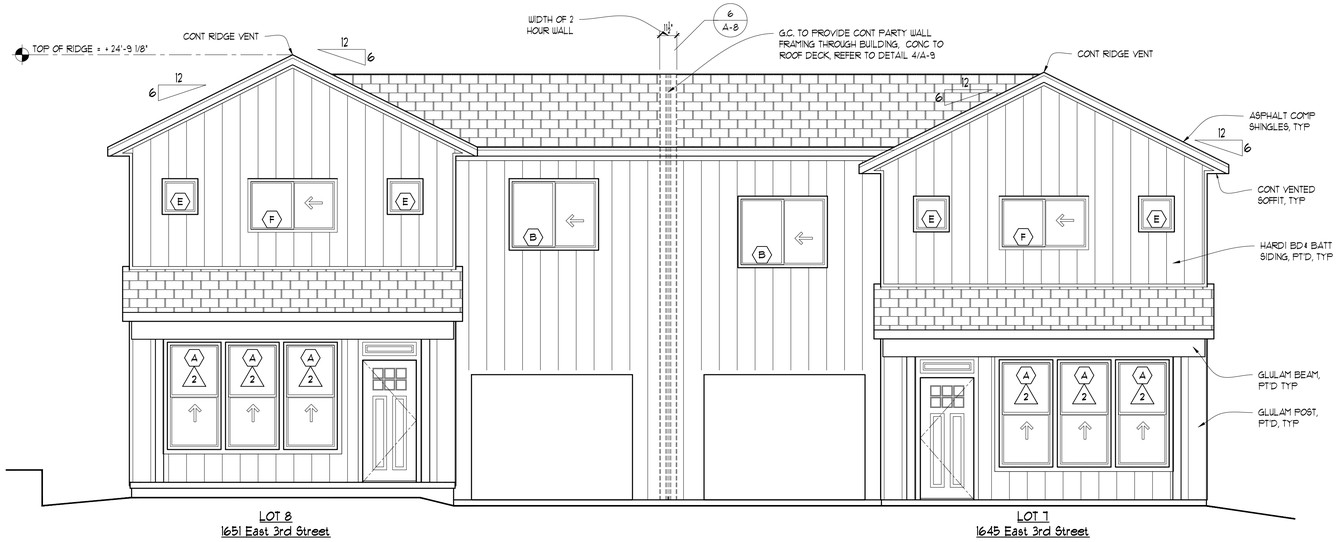
CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES.

Job Number:
Date:

Sheet Contents:
Cover Sheet
General Notes
Vicinity Map

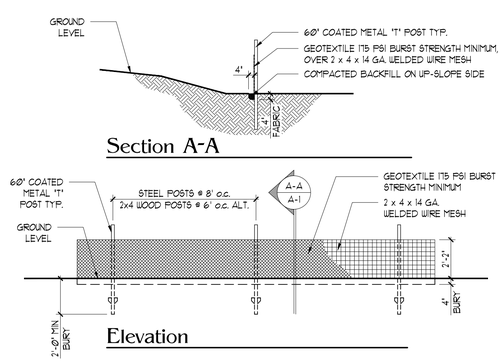
A-0

Completed Application Recieved 04-08-2021



Northwest Elevation

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



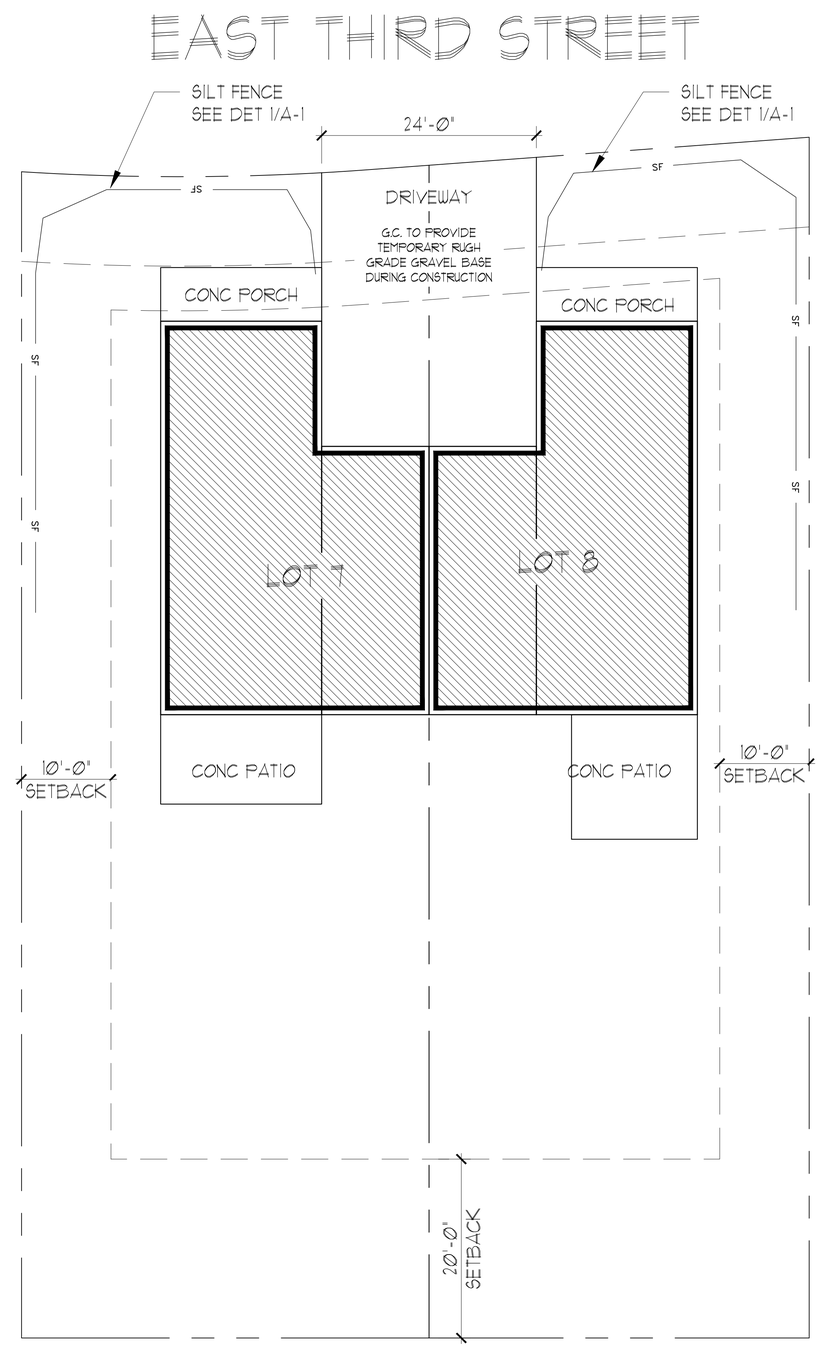
Silt Fence Notes:

1. ATTACH WIRE MESH TO POSTS W/ APPROVED METAL DEVICES
2. ATTACH GEOTEXTILE FABRIC TO THE UP-SLOPE SIDE OF POSTS AND WIRE MESH TOP AND BOTTOM W/ 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 Fence Detail

N.T.S.

1



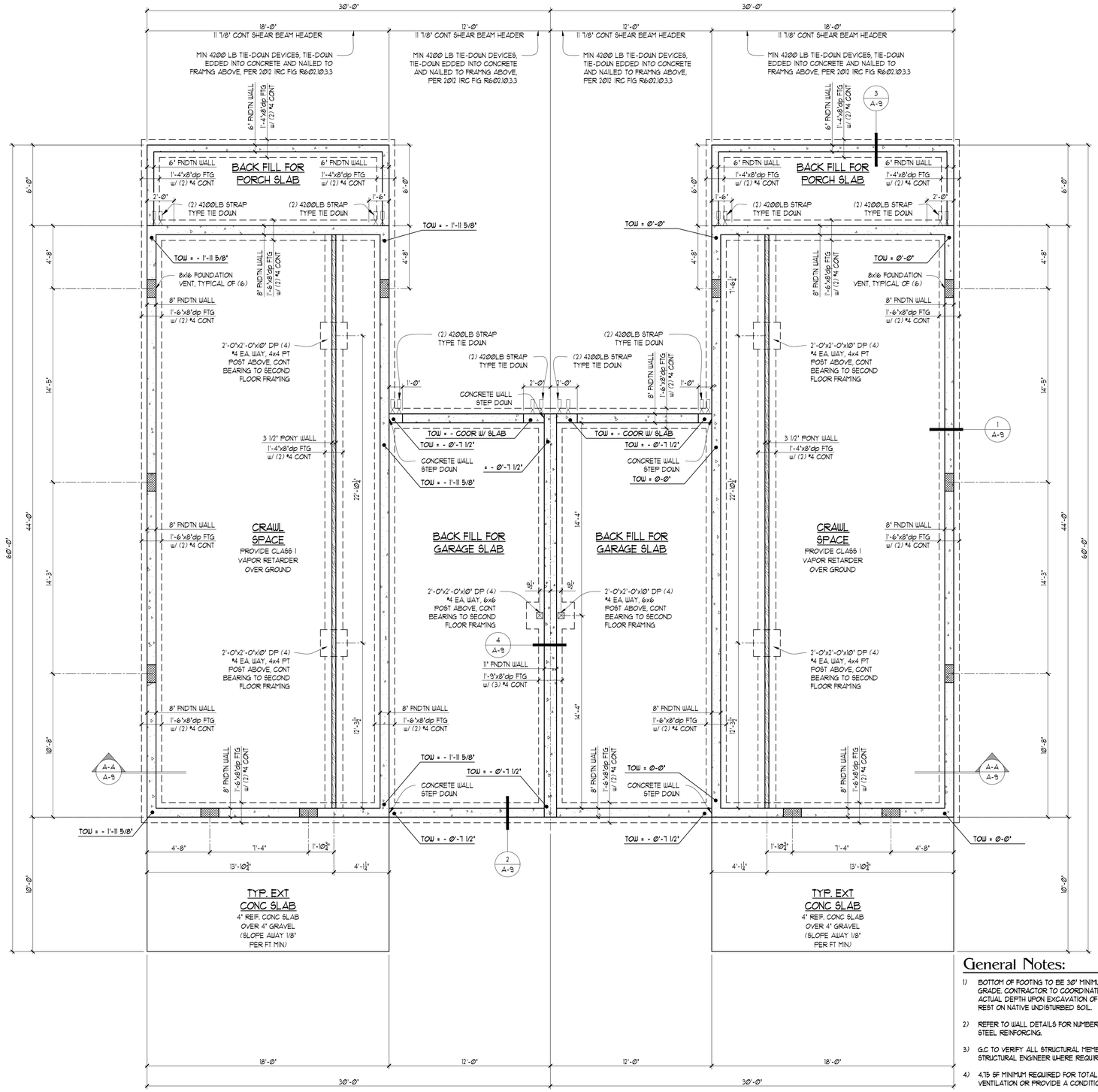
HH South Lot 7 & 8 - Site Plan

SCALE: 1/8" = 1'-0"

Job Number:
Date:

Sheet Contents:
Site Plan
Exterior Elevation

A-1



Foundation Plan

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

Dated 11-06-20

General Notes:

1) BOTTOM OF FOOTING TO BE 30" MINIMUM FROM FINAL GRADE. CONTRACTOR TO COORDINATE FOOTING ACTUAL DEPTH UPON EXCAVATION OF SITE. FOOTING TO REST ON NATIVE UNDISTURBED SOIL.

2) REFER TO WALL DETAILS FOR NUMBER AND SIZING OF STEEL REINFORCING.

3) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

4) 4,75 SF MINIMUM REQUIRED FOR TOTAL CRAWL SPACE VENTILATION OR PROVIDE A CONDITIONED CRAWL

5) TOP OF CONCRETE STEM WALL TO BE NOTED AS 0'-0" FOR UNIT ON LOT 8, OR MINUS 1'-2 1/8" FROM TOP OF MAIN FLOOR SUB-SHEATHING, TOTAL 0'-7 1/2" DROP BETWEEN LOT 8 AND LOT 7 PER CONTRACTOR

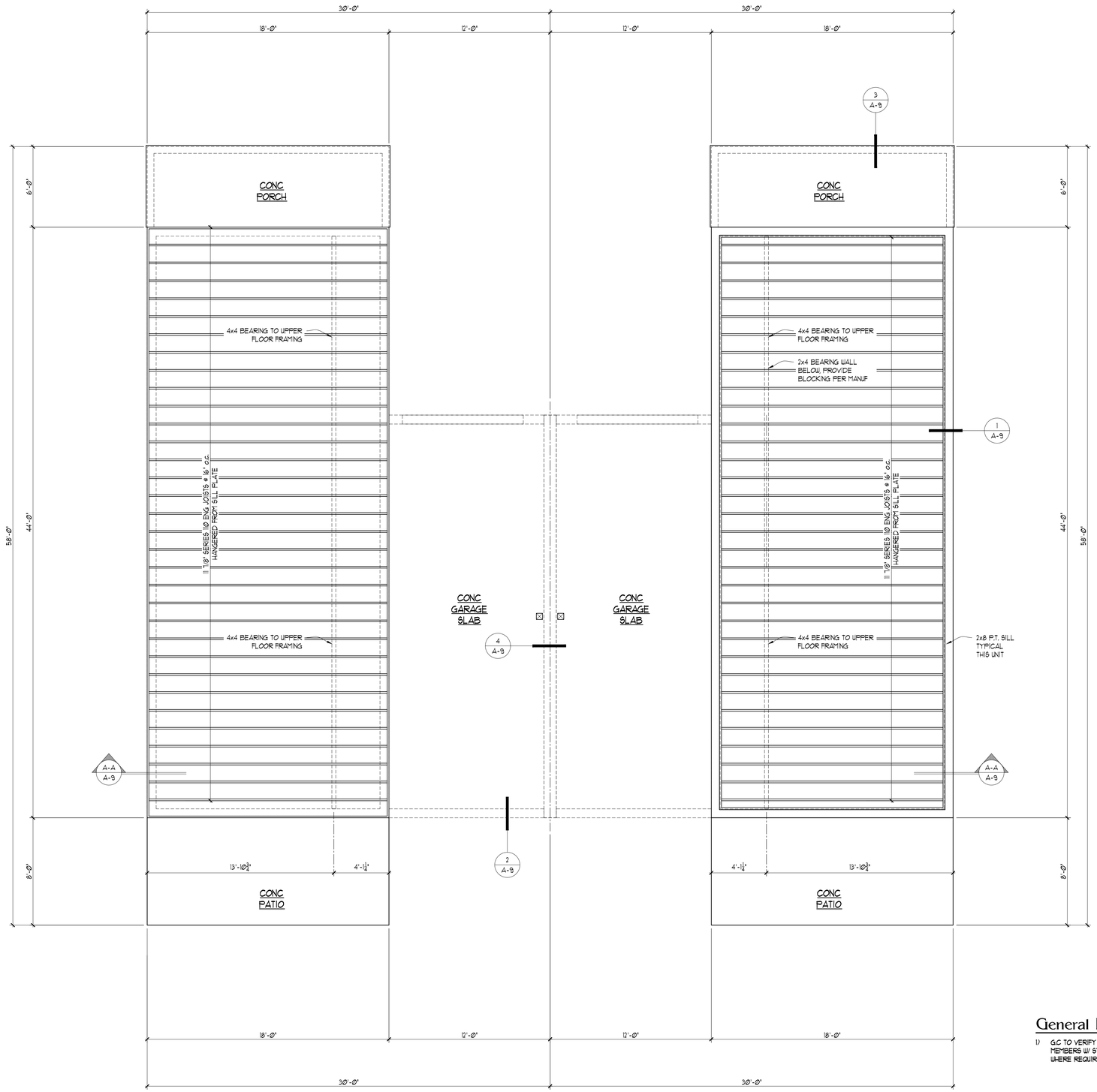
6) G.C. TO ASSUME RISK OF EXCAVATION OF SITE AND POURING OF CONCRETE FOUNDATION PRIOR TO RECEIPT OF COMPLETE CONSTRUCTION DOCUMENTS

Job Number:
Date:

Sheet Contents:
Foundation Plan

A-2

Xref .\200-110820 Project Info.dwg



Floor Framing Plan

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

General Note:

1) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

Job Number:
Date:

Sheet Contents:
Floor Framing Plan

A-3

Completed Application Recieved 04-08-2021

General Notes:

1) VERIFY ALL WINDOW OPERATIONS, GLAZING AND SIZING W/ OWNER.

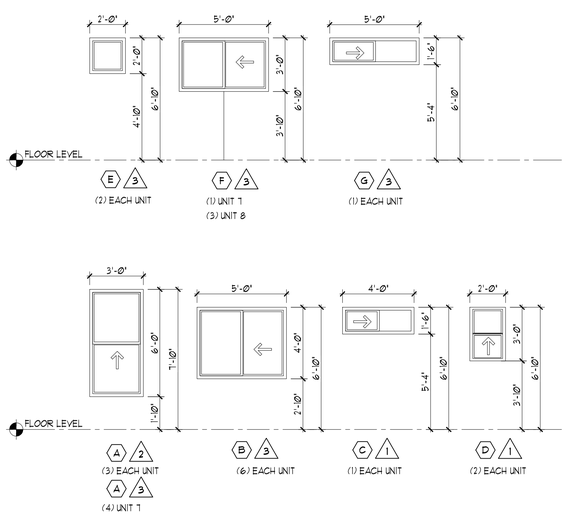
2) ALL GLAZING TO BE LOW-E TYPE WITH A MINIMUM U-VALUE OF .28

GLAZING SCHEDULE:

1 — LOW-E INSULATED GLAZING UNIT (OBSCURED GLAZING)

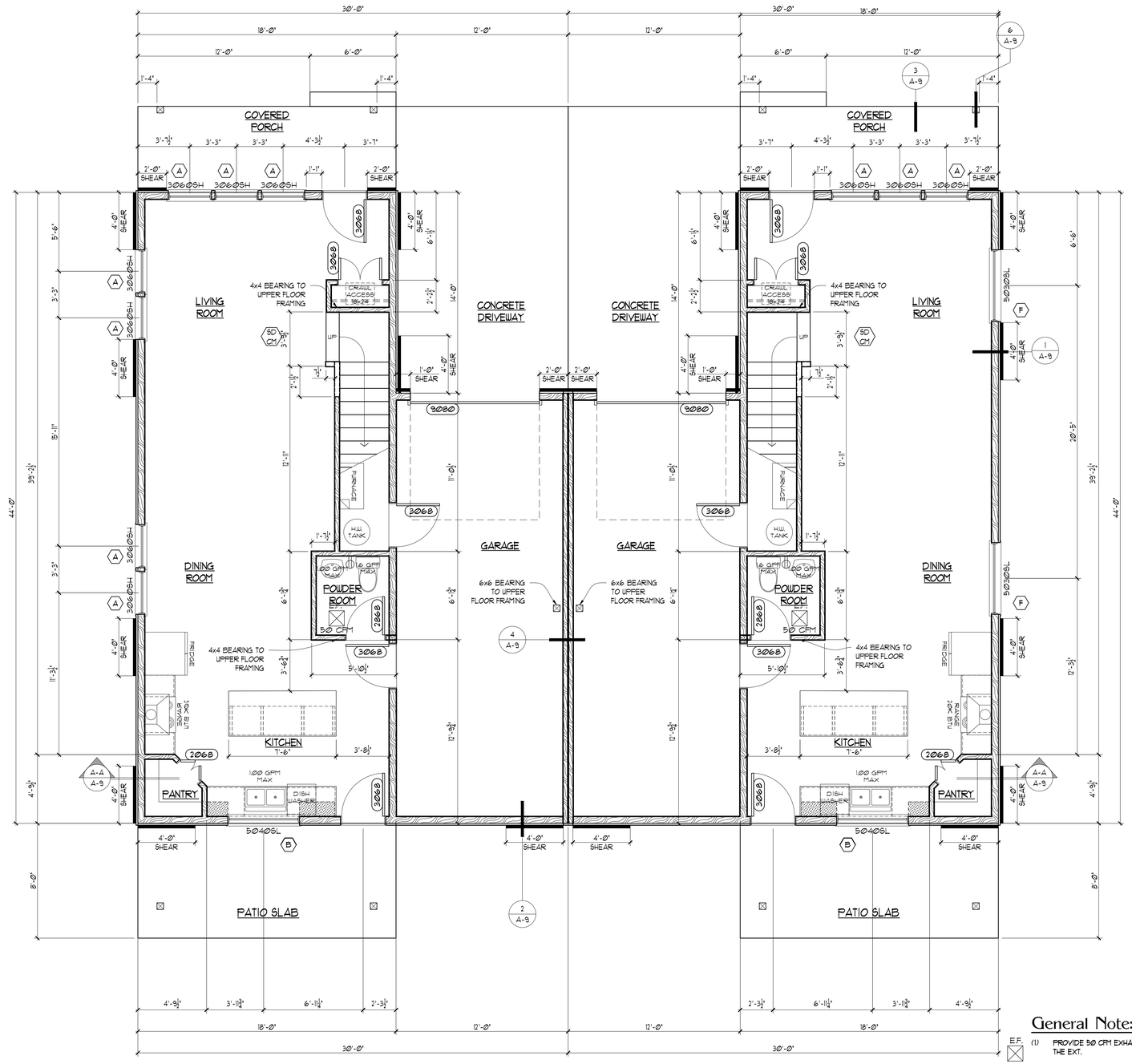
2 — LOW-E INSULATED GLAZING UNIT (TEMPERED GLAZING)

3 — LOW-E INSULATED GLAZING UNIT (CLEAR GLAZING)



Window Types

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



Main Floor Plan

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

General Note:

(1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.

(2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.

(3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE

(4) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

E.F.

GFI

Bracing Method:

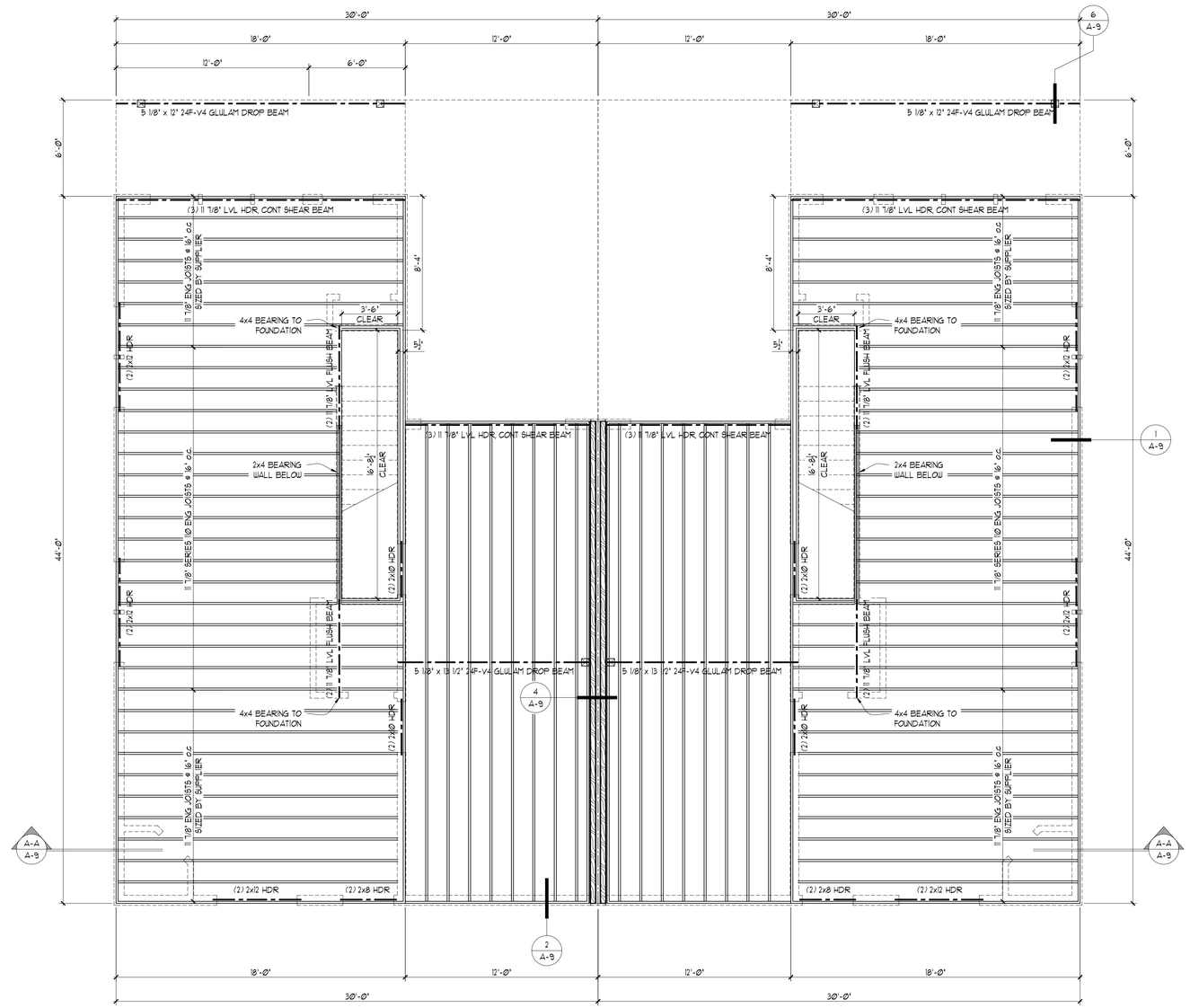
1) ALL WALL PANELS TO BE SHEATHING METHOD CS-WSP, UNLESS NOTED OTHERWISE

Job Number:
Date:

Sheet Contents:
Main Floor Plan

A-4

Xref 1200-110820 Project Info.dwg



General Note:

1) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

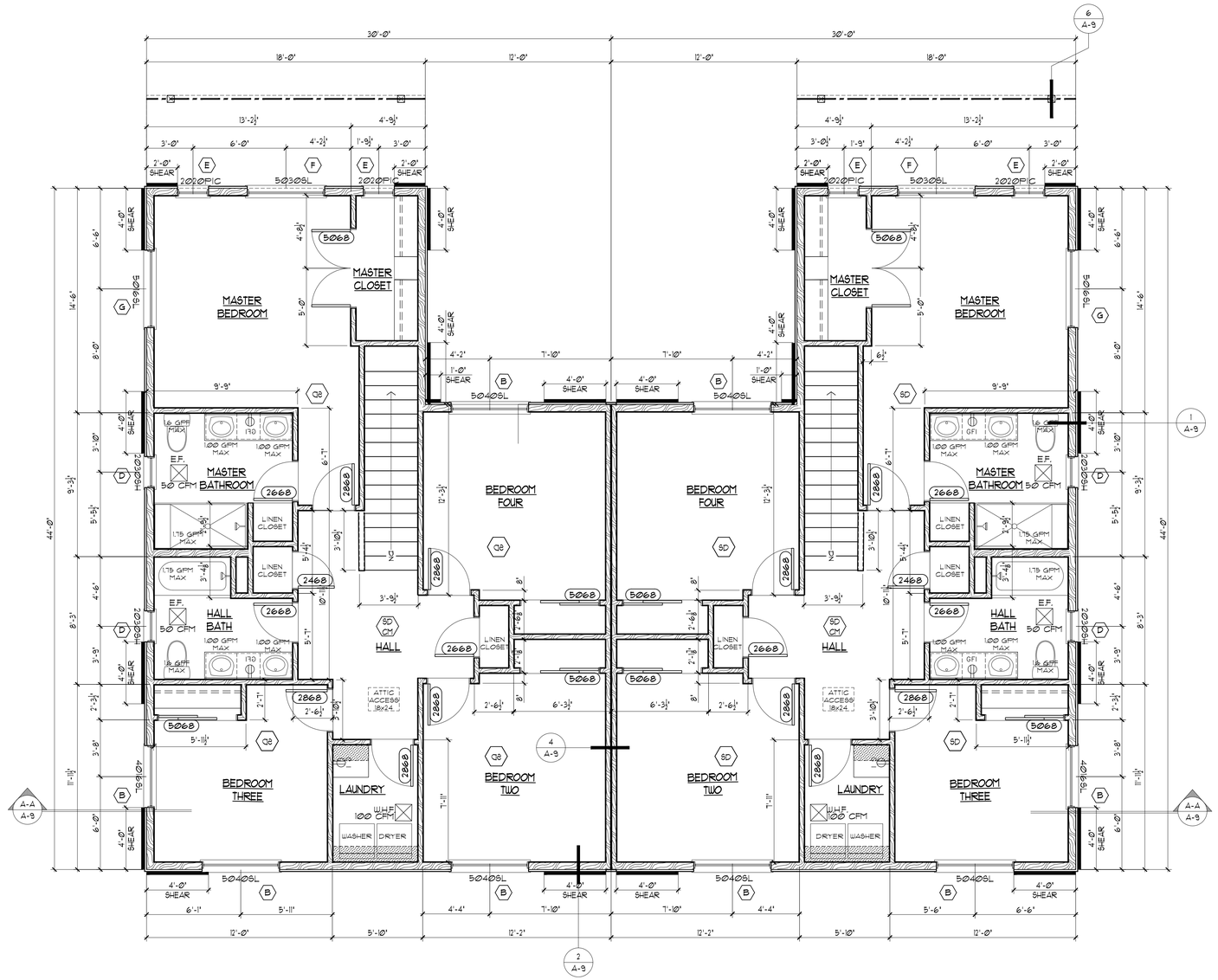
Upper Floor Framing Plan

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

Job Number:
Date:

Sheet Contents:
Floor Framing Plan

A-5



General Note:

E.F. (1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.

(2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.

GFI (3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE

(4) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

Bracing Method:

1) ALL WALL PANELS TO BE SHEATHING METHOD CS-WSP, UNLESS NOTED OTHERWISE

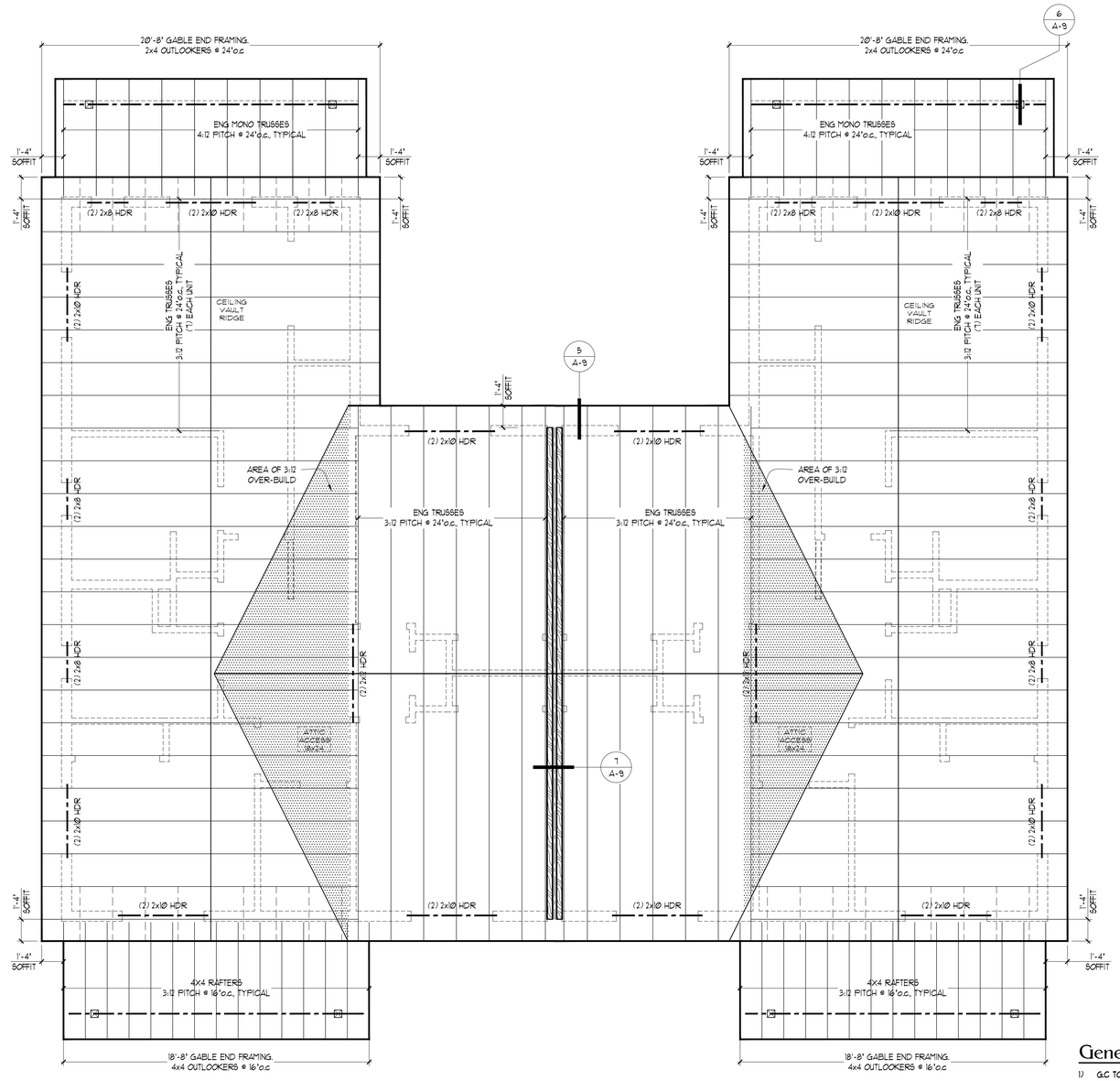
Upper Floor Plan

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

Job Number:
Date:

Sheet Contents:
Upper Floor Plan

A-6



Roof Framing Plan

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

General Note:

1) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

2) DOWNSPOUTS FROM GUTTERS SHALL BE TIGHT-LINED TO PUBLIC STORM SEWER STUB

3) TYPICAL WALL PLATE HEIGHT MAIN FLOOR TO BE 9'-1 1/8" IN HEIGHT USING PRECUT 10.4 5/8" STUDS, TYPICAL WALL PLATE HEIGHT UPPER FLOOR TO BE 8'-1 1/8" IN HEIGHT USING PRECUT 92 5/8" STUDS UNLESS NOTED OTHERWISE

4) G.C. TO SUPPLY ENGINEERED TRUSS DRAWING PROVIDE BY SUPPLIER TO PERMIT AUTHORITY

5) VENTILATION REQUIRED PER CODE, PROVIDE 1/2 REQUIRED VENTILATION AT SOFFIT, PROVIDE 1/2 REQUIRED VENTILATION AT RIDGE, COOR W/ ROOF MATERIAL

6) ALL OVER-BUILT AREAS TO BE 2x6 #2 OR BTR D-FIR

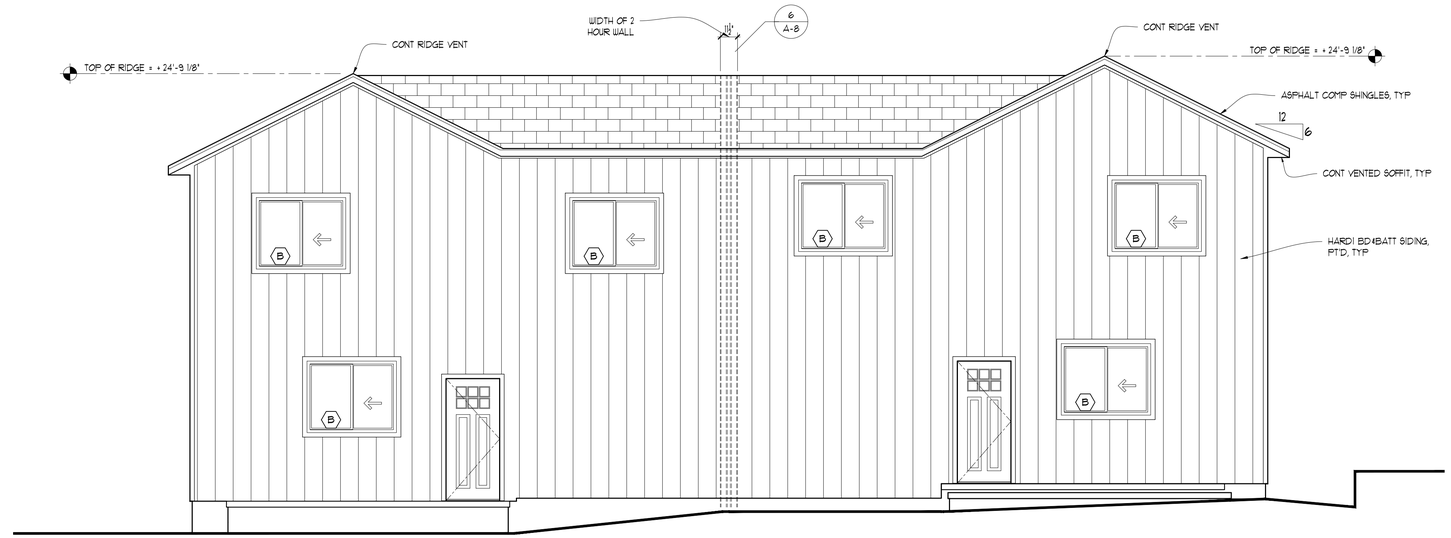
7) PROVIDE ICE AND WATER SHIELD ROOFING MEMBRANE UNDER SHINGLE ROOFING 36" FROM EDGES, VALLEYS AND ALL OTHER AREAS WITH LESS THAN 4:12 PITCH, EXTENS 24" PAST EXTERIOR WALLS

Job Number:
Date:

Sheet Contents:
Roof Framing Plan

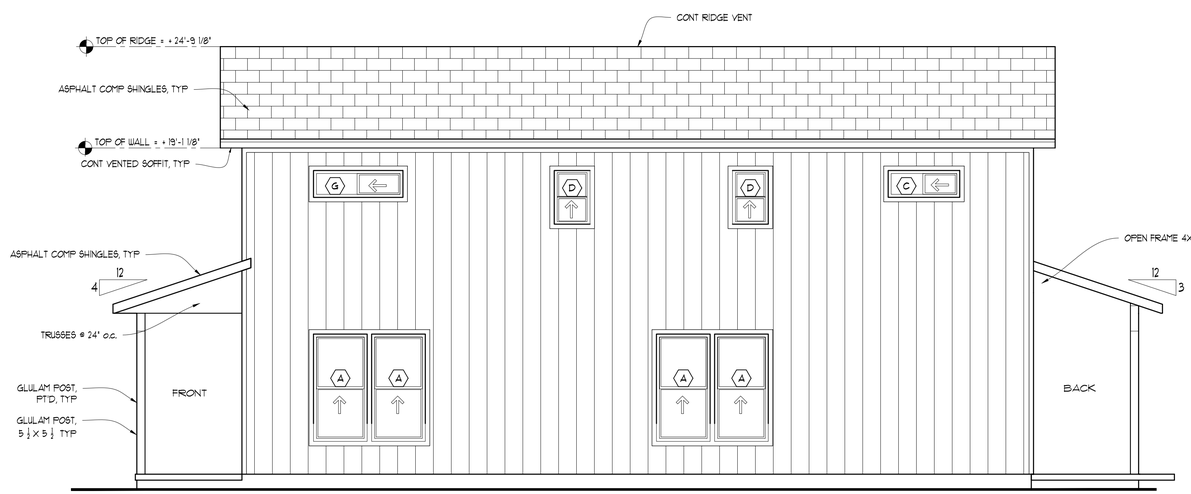
A-7

Completed Application Recieved 04-08-2021



Southeast Elevation

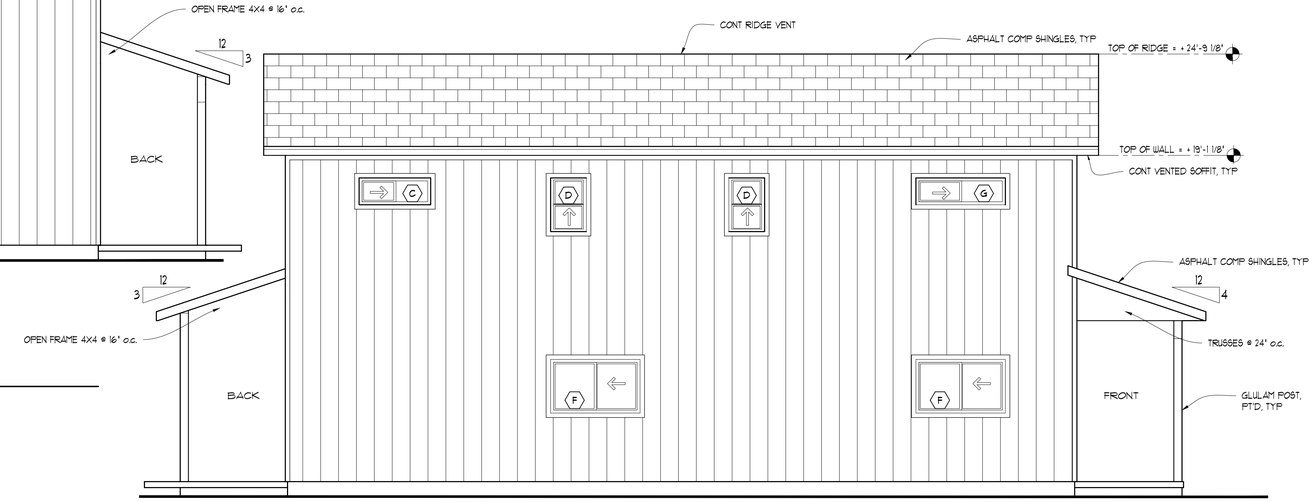
SCALE: 1/4" = 1'-0"



LOT 7
1645 East 3rd Street

Southwest Elevation

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



LOT 8
1651 East 3rd Street

Northeast Elevation

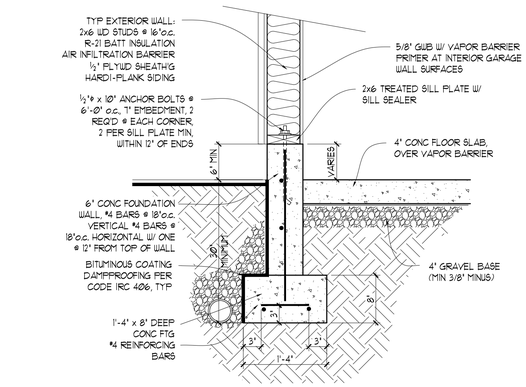
SCALE: 1/4" = 1'-0"

Job Number:
Date:

Sheet Contents:
Exterior Elevations

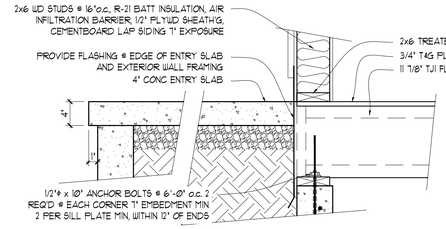
A-8

Completed Application Recieved 04-08-2021



Typ Garage Wall Sec. (2)

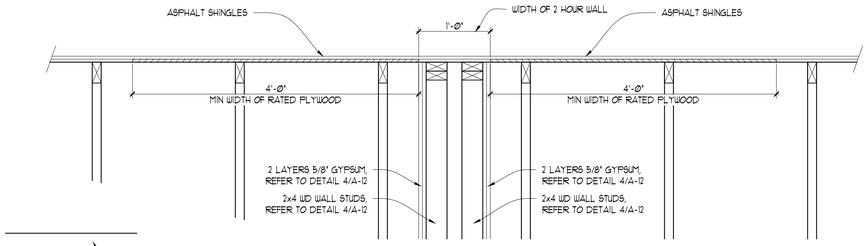
SCALE: 1" = 1'-0"



NOTE:
PROVIDE ' A 6-MIL-THICK (0.15 MM) POLYETHYLENE FILM SHALL BE APPLIED OVER THE BELOW-GRADE PORTION OF THE EXTERIOR FOUNDATION WALLS PRIOR TO BACKFILLING. JOINTS IN THE POLYETHYLENE FILM SHALL BE LAPPED 6 INCHES (152 MM) AND SEALED WITH ADHESIVE. THE TOP EDGE OF THE POLYETHYLENE FILM SHALL BE BONDED TO THE SHEATHING TO FORM A SEAL. FILM AREAS AT GRADE LEVEL SHALL BE PROTECTED FRO MECHANICAL DAMAGE AND EXPOSURE BY A PRESSURE-PRESERVATIVE TREATED LUMBER OR PLYWOOD STRIP ATTACHED TO THE WALL SEVERAL INCHES ABOVE FINISHED GRADE LEVEL AND EXTENDING APPROXIMATELY 9 INCHES (229 MM) BELOW GRADE. THE JOINT BETWEEN THE STRIP AND THE WALL SHALL BE CAULKED FULL LENGTH PRIOR TO FASTENING THE STRIP TO THE WALL. WHERE APPROVED, OTHER COVERINGS APPROPRIATE TO THE ARCHITECTURAL TREATMENT SHALL BE PERMITTED TO BE USED. THE POLYETHYLENE FILM SHALL EXTEND DOWN TO THE BOTTOM OF THE WOOD FOOTING PLATE BUT SHALL NOT OVERLAP OR EXTEND INTO THE GRAVEL OR CRUSHED STONE FOOTING.'

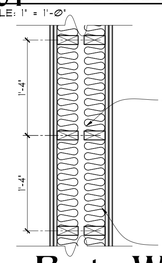
Typ Elevated Conc Slab (3)

SCALE: 1" = 1'-0"



2 Hour Wall @ Roof Deck (7)

SCALE: 1" = 1'-0"



GA FILE NO.
WP 3820

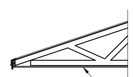
GA FILE NO. WP3820 - BASE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED AT RIGHT ANGLES TO EACH SIDE OF DOUBLE ROW 2x4 WOOD STUDS 16" o.c. ON SEPARATE PLATES 1" APART MIN. W/ 6d COATED NAILS, 1 7/8" LONG, Ø.085" SHANK, 1/4" HEADS, 24" o.c. FACE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED AT RIGHT ANGLES TO EACH SIDE WITH 8d COATED NAILS, 2 3/4" LONG, Ø.100" SHANK, 1/4" HEADS, 8" o.c.

JOINTS STAGGERED 16" EACH LAYER AND SIDE, SOUND TESTED W. 3 1/2" GLASS FIBER INSULATION STAPLED TO STUD SPACES ON EACH SIDE AND WITH NAILS FOR BASE LAYER SPACED 6" o.c. HORIZONTAL BRACING REQUIRED AT MID-HEIGHT

PROVIDE R-11 SOUND BATT INSULATION EACH SIDE

2 Hour Party Wall Const (4)

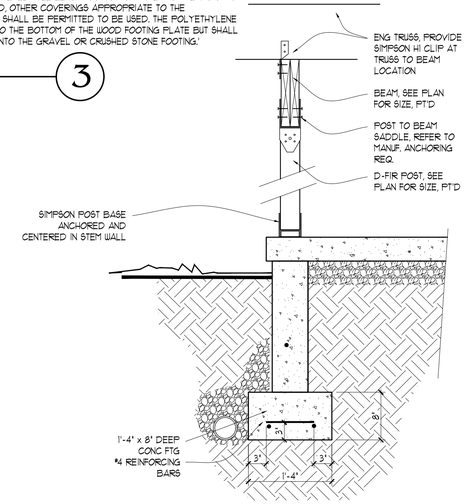
SCALE: 1" = 1'-0"



RC 2620 - BASE LAYER 5/8" TYPE X GYPSUM WALLBOARD APPLIED AT RIGHT ANGLES TO WOOD ROOF TRUSSES 24" o.c. WITH 1 1/4" TYPE W OR S DRYWALL SCREWS 24" o.c. FACE LAYER 5/8" TYPE X GYPSUM WALLBOARD OR GYPSUM VENEER BASE APPLIED AT RIGHT ANGLES TO TRUSSES WITH 1 7/8" TYPU W OR S DRYWALL SCREWS 12" o.c. AT JOINTS AND INTERMIDIATE TRUSSES AND 1 1/2" TYPE G DRYWALL SCREWS 12" o.c. PLACED 2" BACK ON EITHER SIDE OF END JOINTS. JOINTS OFFSET 24" FROM BASE LAYER JOINTS. WOOD TRUSSES SUPPORTING 1/2" WOOD STRUCTURAL PANELS APPLIED AT RIGHT ANGLES TO TRUSSES WITH 8d NAILS. APPROPRIATE ROOF COVERING. CEILING PROVIDES ONE HOUR FIRE RESISTANCE PROTECTION FOR TRUSSES

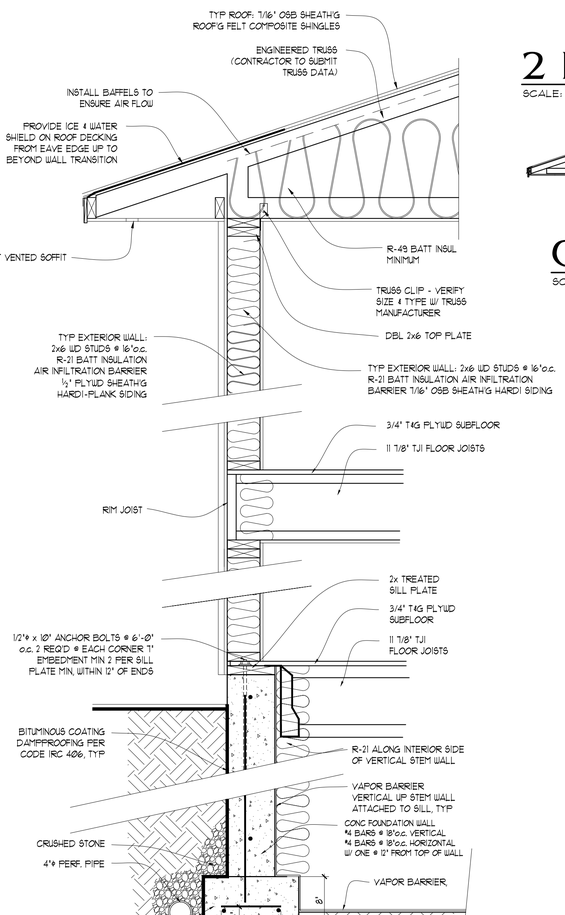
Common Soffit Detail (5)

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



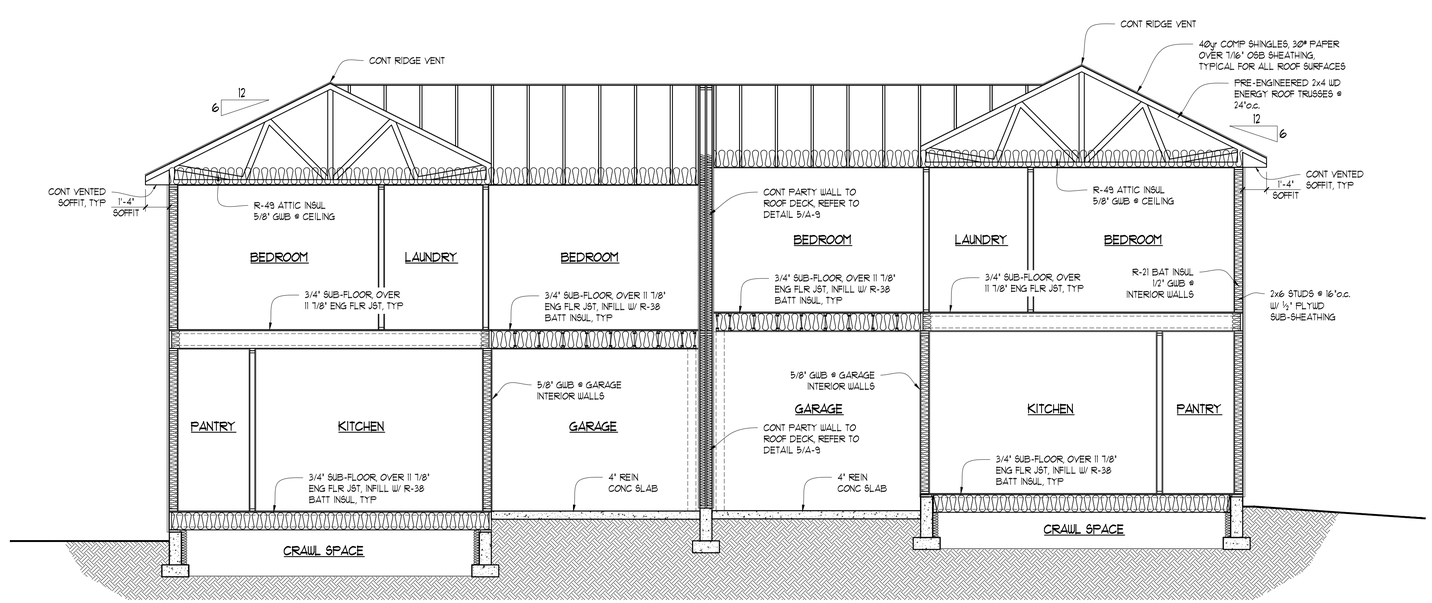
Porch Post Details (6)

SCALE: 1" = 1'-0"



Typ Wall Section (1)

SCALE: 1" = 1'-0"



Building Section A-A

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

Job Number:
Date:

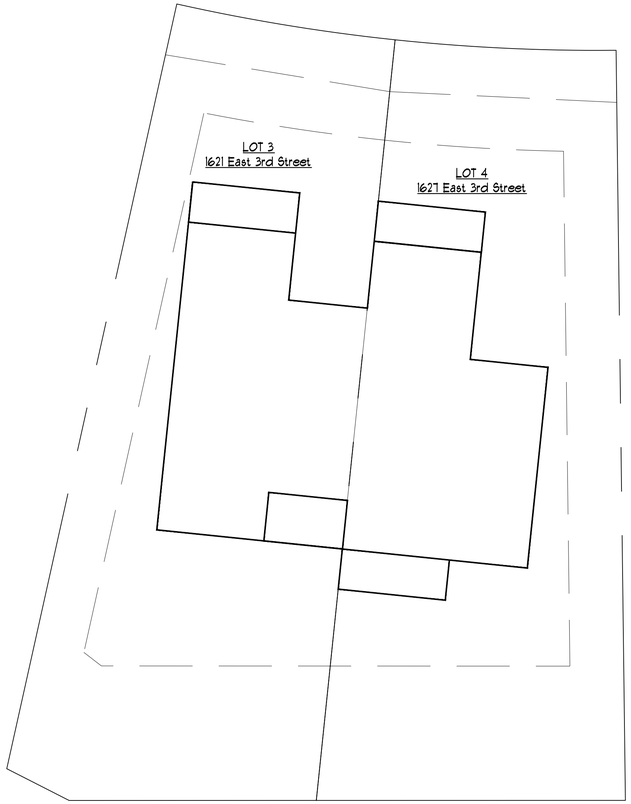
Sheet Contents:
Building Section
Building Details

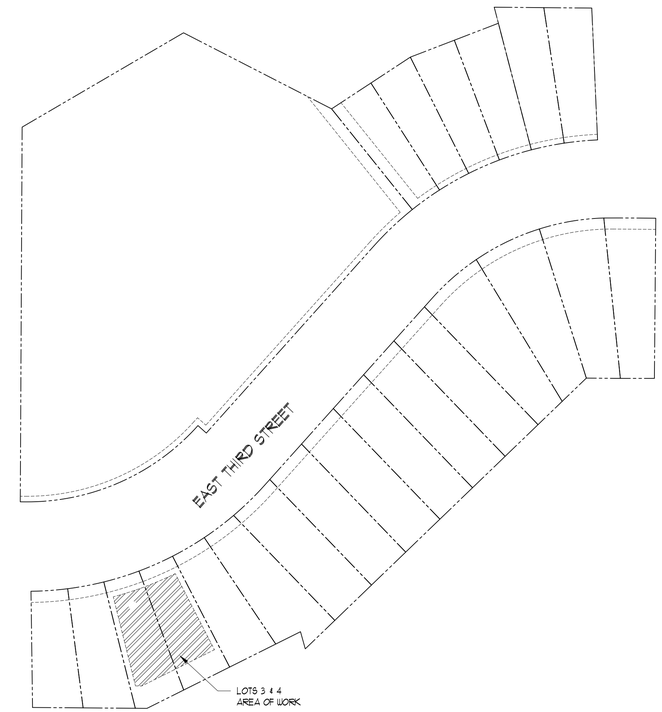
A-9

xref ½00-110820 Project Info.dwg

Harvest Hills Twin Homes South Lots 3 to 4

East Third St
Moscow, Idaho





Vicinity Map
N.T.S.

INDEX OF DRAWINGS

A-0 TITLE SHEET, GEN. NOTES, VICINITY MAP
A-1 SITE PLAN, SITE DETAILS, EXT ELEVATION
A-2 FOUNDATION PLAN
A-3 MAIN FLOOR FRAMING PLAN
A-4 MAIN FLOOR PLAN, WINDOW SCHEDULE
A-5 UPPER FLOOR FRAMING PLAN
A-6 UPPER FLOOR PLAN
A-7 ROOF FRAMING PLAN
A-8 EXTERIOR ELEVATIONS
A-9 BUILDING SECTION, BUILDING DETAILS

GENERAL / CONSTRUCTION NOTES (unless noted otherwise)

GENERAL

THESE DRAWINGS ARE INTENDED TO SERVE AS AN OUTLINE FOR CONSTRUCTION ONLY. THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY FOR VERIFYING THAT ALL ELEMENTS OF THE DESIGN AND CONSTRUCTION CONFORM TO INDUSTRY STANDARDS AND TO THE STANDARDS OF THE ADOPTED BUILDING CODE AS WELL AS ANY OTHER LOCAL ORDINANCES AND/OR REGULATIONS AND REQUIREMENTS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION IN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL CONSTRUCTION ITEMS AND ACCESSORIES WHICH MAY NOT BE INDICATED ON THE DRAWINGS, BUT ARE REQUIRED FOR COMPLETION OF THE PROJECT. THE COST OF ALTERING ANY ITEMS, CONSTRUCTED OR OTHERWISE, BECAUSE OF NON-COMPLIANCE WITH BUILDING CODES AND LOCAL ORDINACES, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR TO INFORM HIMSELF OF ANY AND ALL SUCH REQUIREMENTS PRIOR TO PROCEEDING WITH CONSTRUCTION.

THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS.

LISTED DIMENSIONS SHALL HAVE PRECEDENCE OVER ANY DIMENSIONS OBTAINED BY SCALING FROM THE PLANS. CONTRACTOR SHALL AVOID SCALING FROM THE PLANS WHENEVER POSSIBLE.

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ARRANGE ANY SPECIAL TESTING AND/OR SPECIAL INSPECTIONS AS REQUIRED BY APPLICABLE BUILDING CODES AND LOCAL BUILDING ORDINACES.

THE CONTRACTOR SHALL PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THE MOUNTING OF ANY SHELVES, SPECIAL ITEMS AND/OR EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL LOCATIONS OF ANY SPECIAL ITEMS OR EQUIPMENT WITH THE OWNER.

THE CONTRACTOR SHALL HAVE THE ABILITY TO ALTER CONSTRUCTION ITEMS OR DETAILS AS REQUIRED TO CONFORM TO STANDARD BUILDING PRACTICES, UNFORSEEN CONDITIONS, CODE COMPLIANCE ISSUES AND ECONOMIC BUILDING PRACTICES. HOWEVER, WETHER IT BE BY PREFERENCE OR BY REQUIREMENT, THE CONTRACTOR MUST CONSULT WITH THE OWNER PRIOR TO MAKING ANY CHANGES WHICH WILL DEVIATE FROM THE DRAWINGS. THE CONTRACTOR SHALL NOT MAKE ANY CHANGES TO THE DRAWINGS OR CONSTRUCTION WITHOUT RECEIVING VERBAL OR WRITTEN AUTHORIZATION FROM THE OWNER.

THESE DRAWINGS SHALL NOT BE COPIED WITHOUT THE WRITTEN CONSENT OF THE OWNER. NEITHER THESE DRAWINGS, OR A RE-CREATION OF THE THE DESIGN CONTAINED HEREIN, SHALL BE USED BY ANY INDIVIDUAL OR COMPANY FOR THE CONSTRUCTION OF ANY OTHER HOUSE OR STRUCTURE THAN SPECIFIED LOCATION ON THE TITLE BLOCK WITHOUT THE WRITTEN CONSENT OF THE AUTHOR (JOHN M PAUL) THE OWNER

DESIGN CRITERIA

SNOW LOAD	40 LBS (VERIFY W/ OFFICIAL)
FLOOR LIVE LOAD	40 PSF (VERIFY W/ OFFICIAL)
BASIC WIND SPED	110 MPH, (3 SEC) 90 MPH (FAST MILE)
SEISMIC LOADING	ZONE B
SOIL BEARING	1500 PSF (ASSUMED)

SITE CLEARING

CONDUCT SITE CLEARING OPERATIONS IN A MANNER THAT WILL ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

CONTRACTOR SHALL COORDINATE WITH THE OWNER WHICH EXISTING SITE FEATURES, EXISTING TREES AND VEGETATION ARE TO REMAIN, AND WHICH ARE TO BE REMOVED, PRIOR TO ANY SITE CLEARING OPERATIONS. PROTECT EXISTING TREES AND OTHER VEGETATION, WHICH IS NOT TO BE REMOVED, AGAINST ANY UNESSECARY DAMAGE DURING THE DURATION OF CONSTRUCTION ACTIVITIES ON THE SITE.

REMOVE TREES, GRASS AND OTHER VEGETATION, IMPROVEMENTS, OR OTHER OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION.

REMOVE ALL WASTE MATERIAL,DEBRIS AND UNSUITABLE OR EXCESS TOPSOIL FROM OWNERS PROPERTY. BURNING IS NOT PERMITTED ON THE OWNERS PROPERTY.

EARTHWORK

CONTRACTOR SHALL VERIFY, TO THE BEST EXTENT POSSIBLE, THE LOCATION OF ANY UNDERGROUND FEATURES, IMPROVEMENTS OR UTILITIES PRIOR TO ANY EXCAVATION WORK.

ALL EXCAVATION AND BACKFILL WORK SHALL COMPLY ALL LOCAL CODES, ORDINANCES AND REQUIREMENTS OF ANY AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL INQUIRE OF AND CONFORM TO ANY SPECIAL INSPECTION REQUIREMENTS REQUIRED BY LOCAL AGENCIES HAVING JURISDICTION.

FINISH GRADE AREAS ADJACENT TO BUILDING LINES SHALL DRAIN AWAY FROM STRUCTURES AT A MINIMUM SLOPE OF 2% AND/OR AS INDICATED ON DRAWINGS. FINISHED GRADES AND SURFACES SHOULD PREVENT PONDING AND DIRECT SURFACE DRAINAGE AWAY FROM BUILDING FOR A MINIMUM OF 6'-0", AND BE FREE FROM IRREGULAR SURFACE CHANGES.

PROVIDE AND IMPLEMENT EROSION CONTROL MEASURES TO PREVENT EROSION DAMAGE TO FRESHLY GRADED AREAS.

REMOVE EXCESS EXCAVATED MATERIAL, TRASH, DEBRIS AND WASTE MATERIALS FROM OWNERS PROPERTY AND DISPOSE OF IT.

CAST-IN-PLACE-CONCRETE FOUNDATIONS

ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

THE BOTTOM OF ALL FOOTINGS SHALL BEAR ON NATIVE, INORGANIC, UNDISTURBED SOIL. ALL EXTERIOR FOOTINGS SHALL EXTEND 2'-6" MINIMUM BELOW FINISH GRADE. NO FOOTING SHALL BEAR HIGHER THAN 1 VERTICAL TO 1.5 HORIZONTAL SLOPE ABOVE ANY EXCAVATION, EXISTING OR PLANNED.

CONCRETE STRENGTH, MIXTURES, MATERIALS AND CONSRUCTION IN GENERAL SHALL CONFORM TO THE REQUIREMENTS AND REGULATIONS OF THE ADOPTED BUILDING CODE AND ANY AND ALL REGULATIONS, REQUIREMENTS, AND ORDINANCES OF ALL AGENCIES HAVING JURISDICTION.

PROVIDE AN APPROVED WATER RESISTANT VAPOR BARRIER (POLYETHELENE FILM) OVER PREPARED BASE MATERIAL UNDER ALL INTERIOR CONCRETE SLABS ON GRADE.

REINFORCING STEEL SHALL BE DEFORMED BARS – GRADE 60 FOR #4 & LARGER. SECURELY TIE IN PLACE WITH DOUBLE ANNEALED 16 GUAGE IRON WIRE OR APPROVED CLIPS. PROVIDE CLEAR EMBEDMENT AT REINFORCING BARS AS FOLLOWS:

CONCRETE CAST AGAINST SOIL = 3"
FORMED CONCRETE AGAINST SOIL = 2"
WALLS, COLUMNS OR BEAMS NOT EXPOSED TO WEATHER = 1"
SLAB-ON-GRADE = 2"

APPLY DAMPROOFING TO ALL BELOW-GRADE SURFACES OF UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR OTHER BACKFILL, IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON THE OPPOSITE SIDE.

FOUNDATION DRAINAGE

THE FOUNDATION DRAIN SHALL CONSIST OF GRAVEL, CRUSHED STONE, AND A CORRUGATED PERFORATED POLYETHYLENE DRAINAGE TILE. GRAVEL OR CRUSHED STONE SHALL CONTAIN NOT MORE THAN TEN (10) PERCENT MATERIAL THAT PASSES A NO. 4 SIEVE. THE DRAIN SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES BEYOND THE OUTSIDE EDGE OF THE FOOTING. THE DEPTH SHALL BE SUCH THAT THE BOTTOM OF THE DRAIN IS NOT HIGHER THAN THE BOTTOM OF THE BASE MATERIAL UNDER THE FLOOR, AND THE TOP OF THE DRAIN IS NOT LESS THAN SIX (6) INCHES ABOVE THE SPREAD PORTION OF THE FOOTING. THE TOP OF THE DRAIN SHALL BE COVERED WITH AN APPROVED FILTER MEMBRANE MATERIAL.

THE INVERT OF THE DRAIN PIPE OR TILE SHALL NOT BE HIGHER THAN THE FLOOR ELEVATION. THE TOP OF JOINTS AT TOP OF PERFORATIONS SHALL BE PROTECTED WITH AN APPROVED FILTER MEMBRANE MATERIAL. THE PIPE OF THE TILE SHALL BE PLACED ON NOT LESS THAN TWO (2) INCHES OF GRAVEL OR CRUSHED STONE COMPLYING WITH LOCAL BUILDING ORDINANCES AND SHALL BE COVERED WITH NOT LESS THAN SIX (6) INCHES OF THE SAME MATERIAL.

ROUGH CARPENTRY

ALL DIMENSIONAL/SAWN LUMBER TO BE DOUGLAS-FIR / LARCH, WWPA 1991 WESTERN GRADING RULES.

LUMBER SHALL BE OF THE FOLLOWING GRADES.

STUDS –	2x4 –	STANDARD OR BETTER
	2x6 –	#2 OR BETTER
JOIST –	2 TO 4 WIDE	
	6 TO 8 –	#2 OR BETTER
	10, 12 & 14 –	#1 OR BETTER
BEAMS AND STRINGERS		#1
POSTS AND TIMBERS		#1

SHEATHING SHALL BE OSB.

SUBFLOORING SHALL BE APA RATED STURD-I-FLOOR, EXPOSURE 1, 48/24, 3/4" THICK WITH T&G SIDES.
ROOF SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20 5/8" THICK.
WALL SHEATHING SHALL BE APA RATED, EXPOSURE 1, 40/20, 1/2" THICK.

ALL WOODS BEARING ON CONCRETE OR MASONRY, IF LESS THAN 4'-0" ABOVE GRADE, SHALL BE PRESSURE TREATED. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, DUCTS, ETC.;

UNDERLAYMENT SHALL BE 1/2" THICK PARTICLE BOARD UNDERLAYMENT.

HARDWARE AND FASTENINGS

UNLESS OTHERWISE NOTED, ANCHOR BOLTS SHALL BE 1/2" DIAMETER x 10" LONG WITH HEAD END HOOKED 2".

BOLT HEADS OR NUTS IN CONTACT WITH WOOD SHALL HAVE WASHERS.

NUMBER AND SPACING OF NAILS AND METHOD OF NAILING OF FRAMING SHALL MEET THE REQUIREMENTS OF U.B.C. NAILING SCHEDULE, TABLE NO 23-1-Q.

METAL FRAMING ANCHORS, HANGERS , STRAP ANCHORS, TIE STRAPS, END JOIST ANCHORS AND OTHER MISCELLANEOUS ACCESSORIES SHALL BE OF GALVANIZED STEEL, MANUFACTURED BY SIMPSON COMPANY OR EQUAL.

SPIKES, SCREWS, LAG BOLTS, AND OTHER MISCELLANEOUS FASTENINGS AND ROUGH HARDWARE SHALL BE SUPPLIED AS REQUIRED TO ASSEMBLE AND SECURE ROUGH CARPENTRY ITEMS.

FLOOR AND WALL FRAMING

WALL STUDS SHALL BE 2x4 OR 2x6 AT 16-INCH CENTER WITH THE LARGE DIMENSION PERPENDICULAR TO THE WALL, UNLESS OTHERWISE SHOWN OR NOTED. DOUBLE STUDS AT OPENING BUCKS AND TRIPLE STUDS AT CORNERS AND INTERSECTIONS AND AT BUCKS OF OPENINGS WIDER THAN 6 FEET.

PROVIDE DOUBLE TOP PLATE. OVERLAP TOP PLATE AT CORNERS AND INTERSECTIONS WITH BEARING PARTITIONS. INTERIOR WALLS SHALL HAVE THE TOP PLATE OVERLAP ONTO EXTERIOR WALLS. LAP ENDS 48 INCHES.

BRACE STUDS WHICH EXCEED 10 FEET IN HEIGHT WITH BLOCKING CUT FROM STUD MATERIAL. LOCATE BLOCKING AT MID HEIGHT OF STUD. STUD WALLS OVER 10 FEET IN HEIGHT REQUIRE FIRE BLOCKING.

WALL SHEATHING IS $\frac{7}{16}$" OSB

AIR INFILTRATION BARRIER SHALL BE "TYVEK HOUSEWRAP" OR APPROVED EQUAL AND SHALL BE INSTALLED UNDER ALL SIDING.

FLOOR JOISTS SHALL BE WOOD "I" JOISTS AND STAMPED BY THE APA FOR SPANS AND APPLICATIONS INDICATED ON DRAWINGS.

PROVIDE DOUBLE FLOOR JOIST UNDER ALL PARTITION WALLS WHICH RUN PARALLEL WITH THE DIRECTION OF THE FLOOR JOIST TYPICAL

ALL SUBFLOORING SHALL BE GLUED AND NAILED TO FLOOR JOISTS.

SILL SEALER SHALL BE PROVIDED AT ALL SILL PLATES AND SHALL BE 1/2 THICK FOAM PLATES OR OTHER MATERIAL APPROVED FOR SAME PURPOSE.

ENGINEERED WOOD TRUSSES

WOOD ROOF TRUSSES SHALL BE DESIGNED BY AN APPROVED FABRICATOR OF ENGINEERED WOOD ROOF TRUSSES AND SHALL BE ACCOMPANIED BY SHOP DRAWINGS FROM SAID FABRICATOR STAMPED AND SIGNED BY AN ENGINEER LICENSED TO PRACTICE WITHIN THE SAME REGION OF THE PROJECT.

WOOD ROOF TRUSSES SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND REQUIREMENTS AND SHALL BE DESIGNED TO WITHSTAND THE DESIGN LOADS INDICATED ABOVE AS WELL AS STANDARD LOAD REQUIREMENTS FOR THE REGION IN WHICH THE PROJECT IS BEING BUILT.

INSTALL ROOF TRUSSES AT 24" CENTERS MAXIMUM AND INSTALL , SECURE AND BRACE AS PER MANUAFACTURERS RECOMMENDATIONS AS WELL AS ANY APPLICABLE BUILDING CODES AND REGULATIONS.

INSULATION AND THERMAL REQUIREMENTS

EXTERIOR WALLS SHALL HAVE AN R-VALUE OF NOT LESS THAN R-21
ATTIC INSULATION SHALL BE NOT LESS THAN R-49, BELOW GRADE WALLS AND BASEMENT WALLS USED FOR LIVING SPACE SHALL HAVE A MINIMUM R-VALUE OF R-10 CONT INSUL ON EXT OF WALL OR R-15 CONT INSUL ON INT OF WALL OR R-21 CAVITY INSUL PLUS THERMAL BREAK BETWEEN SLAB AND THE BASEMENT WALL AT THE INT OF BASEMENT WALL. FLOORS OVER UNHEATED SPACES SHALL HAVE A MIN. "R" VALUE OF R-38.

ALL PENETRATIONS (INCLUDING WIRING PENETRATIONS AT TOP AND BOTTOM PLATES, EXTERIOR JOINTS AT FLOORS, IN EXTERIOR WALLS, ROOF OR CEILING WALL) WILL BE SEALED, CAULKED, GASKETED OR WEATHERSTRIPPED TO REDUCE AIR LEAKAGE. CONTRACTOR SHALL STUFF ALL SHIM SPACE OR OTHER SIMILAR VOIDS IN EXTERIOR WALLS AROUND DOORS, WINDOWS, ETC. WITH INSULATION.

A VAPOR BARRIER RATED AT ONE PERM, DRY CUP, IS REQUIRED ON THE HEATED SIDE OF INSULATION.

A BLACK GROUND COVER NOT LESS THAN 6 MILLS THICK WILL BE INSTALLED IN ALL CRAWL SPACES.

COMPOSITION SHINGLE ROOFING

PROVIDE MINERAL-SURFACED, SELF-SEALING, GLASS-FIBER BASED ARCHITECTURAL GRADE ASPHALT SHINGLES. SHINGLES SHALL BE CLASS "A", U.L. RATED AND BEAR A U.L. WIND RESISTANT LABEL. SHINGLES SHALL HAVE A MANUFACTURERS 40-YEAR WARRANTY.

UNDERLAYMENT SHALL BE RUBBERIZED ASPHALT MEMBRANE, SELF ADHERING, MINIMUM 40 MILS THICK; MINIMUM TENSILE STRENGTH 250 PSI.

CEMENT LAYERS OF SELF ADHERING UNDERLAYMENT FROM THE EAVES TO A POINT AT LEAST 24" BEYOND THE INTERIOR WALL LINE OF THE BUILDING. THE CEMENTED UNDERLAYMENT SERVES AS EAVES FLASHING (ICE DAMS)

PROVIDE METAL VALLEY AND WALL FLASHING AS PER MANUFACTURERS STANDARD INSTALLATION GUIDELINES.

PROVIDE CONTINUOUS METAL GUTTERS AT ALL DRIP EDGES OF ROOFS.

LIFE SAFETY

SD INDICATES THE LOCATION OF SMOKE DETECTORS. PROVIDE ELECTRICAL SERVICE WITH BATTERY BACKUP, DECTECTOR TO BE ON AN INTERCONNECTED SYSTEMS

DOORS AND WINDOWS

ALL BEDROOMS OR SLEEPING ROOMS MUST HAVE AN EMERGENCY EGRESS WINDOW WITH A MIN. NET OPENABLE AREA OF AT LEAST 5.7 SQ.FT (820 SQ.INCHES). THE MINIMUM WIDTH FOR AN EGRESS OPENING SHALL BE 20 INCHES AND THE MINIMUM HEIGHT FOR AN EGRESS OPENING SHALL BE 24 INCHES. THE FINISHED SILL HEIGHT SHALL BE 44" MAXIMUM ABOVE THE FINISHED FLOOR. THESE MINIMUM REQUIREMENTS SHALL HAVE PRECEDENCE OVER ANY WINDOWS INDICATED ON THE DRAWINGS WHICH DO NOT MEET THESE REQUIREMENTS. **CONTRACTOR SHALL VERIFY EGRESS REQUIREMENTS WITH FINAL WINDOW SELECTION.**

WINDOWS SHALL BE CLAD WOOD UNITS SELECTED FROM MANUFACTURERS STANDARD SIZES TO MATCH WINDOWS SIZES AND OPERABLE CONFIGURATIONS AS INDICATED ON DRAWINGS. WINDOWS SHALL BE SELECTED IN COORDINATION WITH THE OWNER AND SHALL BE QUALITY UNITS WHICH MEET OR EXCEED LOCAL ORINACES AND UTILITY COMPANY REGULATIONS CONCERNING MINIMUM THERMAL PERFORMANCE REQUIREMENTS FOR WINDOW RESIDENTIAL SYSTEMS IN THIS REGION. WINDOWS WILL BE TESTED AND LABELED FOR THERMAL PERFORMANCE AND AIR INFILTRATION BY THE MANUFACTURER TO COMPLY WITH ASTM C236, C976 OR AAMA 1503.1-1980. A MINIMUM U-VALUE OF 0.28 IS TO BE MET.

SAFETY GLASS IS REQUIRED IN ALL AREAS WHERE GLASS IS WITHIN 18" OF THE FLOOR, OR IS IN EITHER THE DOOR OR DOOR SIDELIGHTS. ANY REQUIRED SAFETY GLASS SHALL BE TEMPERED.

ALL DOORS SHALL BE 6'-8" MINIMUM IN HEIGHT AND ALL EXT DOORS SHALL BE A MINIMUM OF 3'-0" WIDE. REFER TO DRAWINGS FOR INDIVIDUAL DOOR SIZES.

DOORS AND FRAMES WILL COMPLY WITH ASTM STANDARD 283-73 FOR AIR LEAKAGE AND A MAXIMUM U-VALUE OF 0.20.

GYPSUM DRYWALL

GYPSUM WALL BOARD SHALL BE 1/2" THICK WITH TAPERED EDGES TYPICAL. GARAGE WALLS AND CEILING SHALL BE 5/8" THICK. PROVIDE ALL CORNER BEADS, EDGE TRIM AND CONTROL JOINTS NECESSARY TO COMPLETE INSTALLATION OF GYPSUM WALL BOARD. FASTEN AS PER MANUFACTURER'S SUGGESTED RECOMMENDATIONS FOR VARIOUS WALL / CEILING APPLICATIONS.

INSTALL WATER RESISITIVE GYPSUM WALL BOARD IN ALL BATHROOMS.

INSTALL TYPE "X" FIRE RESISTIVE GYPSUM WALL BOARD IN ANY ENCLOSED SPACES UNDER STAIRS TYPICAL. ALL PANEL JOINTS MUST BE TAPED AND FINISHED IN THESE AREAS EVEN IF WALLS ARE NOT TO RECIEVE PAINT.

MECHANICAL/PLUMBING

ANY MECHANICAL/PLUMBING ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE MECHANICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MECHANICAL / PLUMBING WORKMANSHIP AND INSTALLATION SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF MECHANICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

ALL GAS INSTALLATIONS MUST BE PERFORMED BY A GAS INSTALLER LICENSED TO OPERATE IN THE REGION OF THIS PROJECT.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES.

STRUCTURAL ITEMS SHALL NOT BE CUT OR NOTCHED FOR INSTALLATION OF MECHANICAL/PLUMBING ITEMS UNLESS PERMITTED BY CODE OR BY MANUFACTURERS INSTRUCTIONS.

ELECTRICAL

ANY ELECTRICAL ITEMS INDICATED ON DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO REPRESENT A COMPLETE ELECTRICAL DESIGN. IT SHALL BE THE CONTRACTOR'S / INSTALLER'S COMPLETE RESPONSIBILITY TO INSURE THAT THE DESIGN MEETS ALL APPLICABLE BUILDING CODES, REQUIREMENTS OR REGULATIONS FROM ANY AND ALL GOVERNING AUTHORITIES HAVING JURISDICTION. ALL ELECTRICAL WORKMANSHIP AND INSTALLATION SHALL BE PERFORMED IN A FIRST CLASS MANNER AND SHALL COMPLY WITH INDUSTRY STANDARDS AND UTILITY COMPANY REGULATIONS. THE CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ELECTRICAL SYSTEMS SHALL BEAR ALL RESPONSIBILITY FOR CORRECTING ANY ITEMS WHICH ARE IN NON-COMPLIANCE WITH THE BUILDING CODES, LOCAL ORDINANCES, AND UTILITY COMPANY REGULATIONS.

WHERE INDICATED ITEMS ON THE DRAWINGS ARE IN EXCESS OF THAT REQUIRED BY THE BUILDING CODE AND LOCAL ORDINANCES, THE CONTRACTOR SHALL PROVIDE ITEMS AS PER THE DRAWINGS.

CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE AUTHORIZED AUTHORITY AND ALL UTILITY COMPANIES.

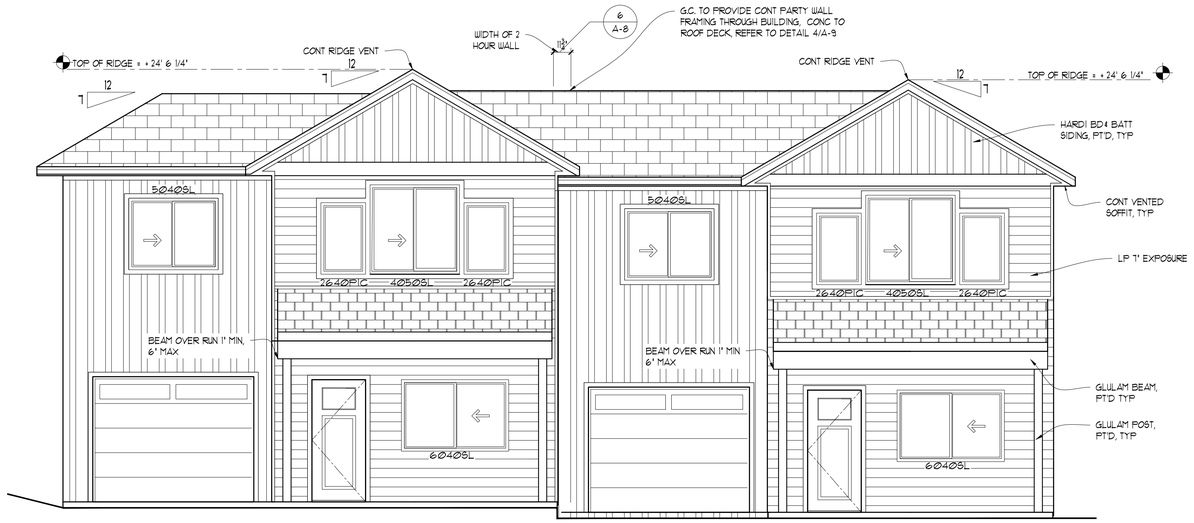
Job Number:
Date:

Sheet Contents:
Cover Sheet
General Notes
Vicinity Map

A-0

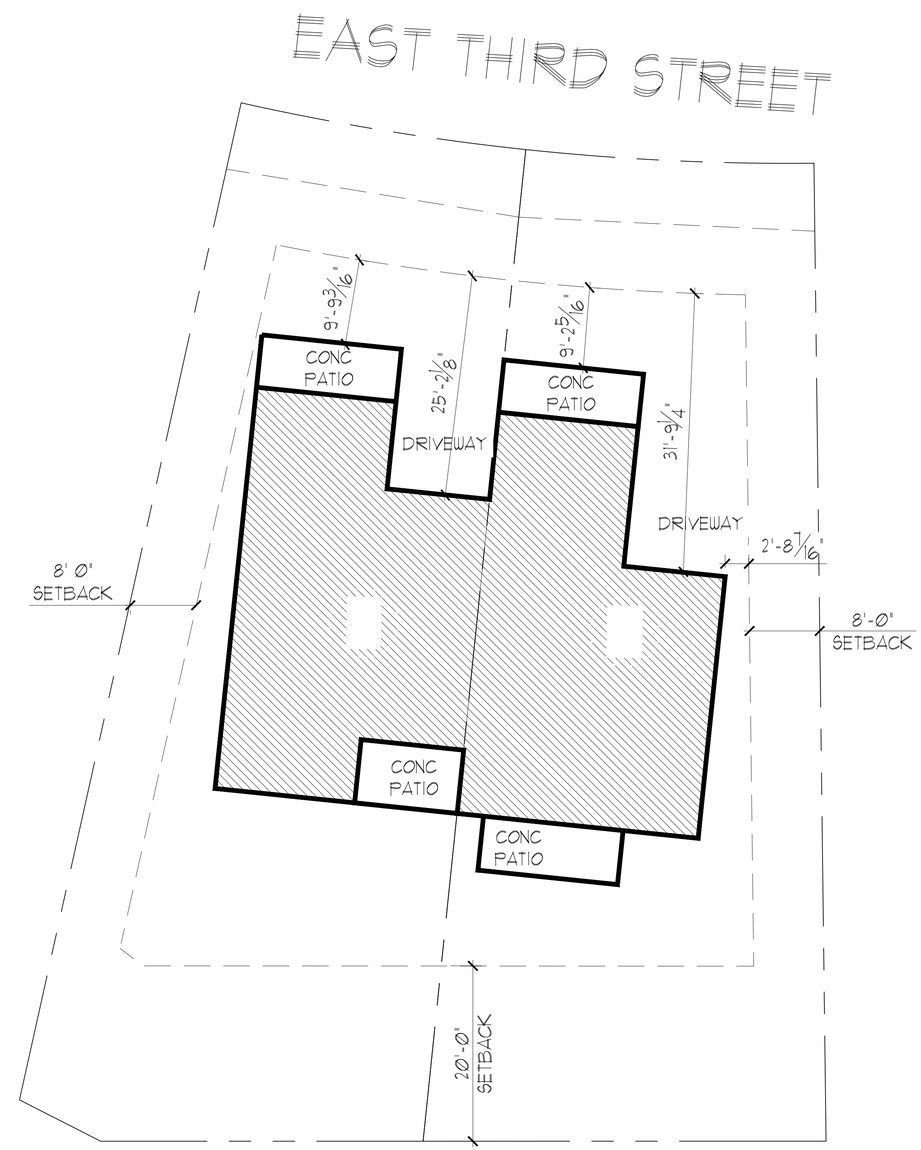
Xref ½00-110820 Project Info.dwg

Completed Application Recieved 04-08-2021



Front Elevation

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



General Notes:

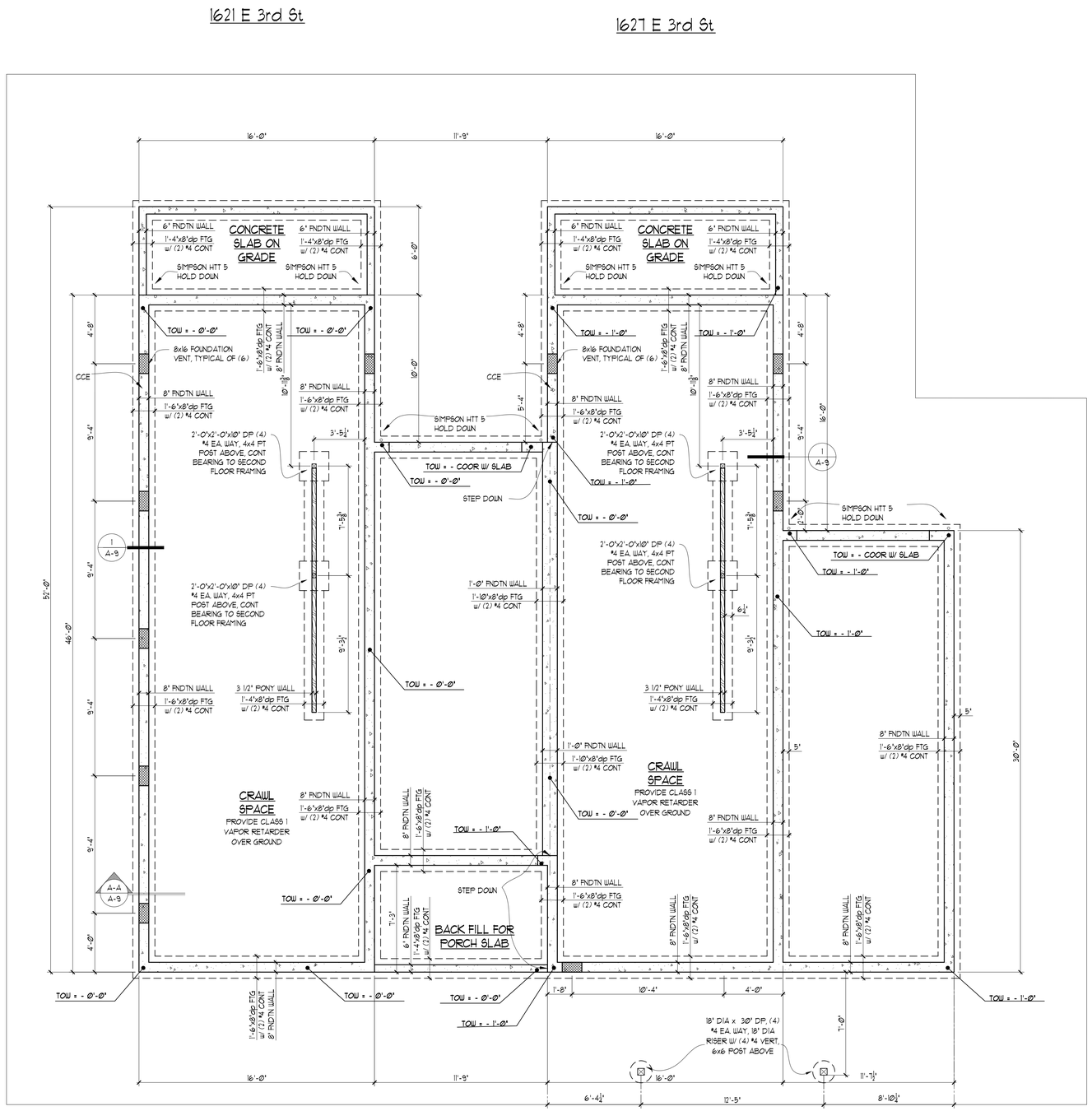
1. G.C. TO REPLACE ALL DAMAGED FRONTAGE IMPROVEMENTS.
2. G.C. TO NOTIFY CITY WHEN COMPLETED, AND SCHEDULE AN INSPECTION.
3. G.C. TO PROVIDE WHOLE HOUSE FRESH AIR MAKE-UP VENTILATION, LOCATED BEHIND THE FRIDGE (SEE A-4)
4. G.C. TO PROVIDE TRUSS AND FLOOR JOIST DRAWINGS.

Job Number:
Date:

Sheet Contents:
Site Plan
Exterior Elevation

A-1

Xref 1200-110820 Project Info.dwg



Foundation Plan

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

Dated 01-19-20

General Notes:

1) BOTTOM OF FOOTING TO BE 30" MINIMUM FROM FINAL GRADE. CONTRACTOR TO COORDINATE FOOTING ACTUAL DEPTH UPON EXCAVATION OF SITE. FOOTING TO REST ON NATIVE UNDISTURBED SOIL.

2) REFER TO WALL DETAILS FOR NUMBER AND SIZING OF STEEL REINFORCING.

3) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

4) 437 SF MINIMUM REQUIRED FOR TOTAL CRAWL SPACE VENTILATION OR PROVIDE A CONDITIONED CRAWL

5) TOP OF CONCRETE STEM WALL TO BE NOTED AS 0'-0" FOR UNIT ON LOT 3, TOTAL 0'-1" DROP BETWEEN LOT 4 AND LOT 3 PER CONTRACTOR

6) G.C. TO ASSUME RISK OF EXCAVATION OF SITE AND POURING OF CONCRETE FOUNDATION PRIOR TO RECEIPT OF COMPLETE CONSTRUCTION DOCUMENTS

7) FLOOR JOISTS ARE TO BE SET INTO THE FOUNDATION OF PART OF LOT 4

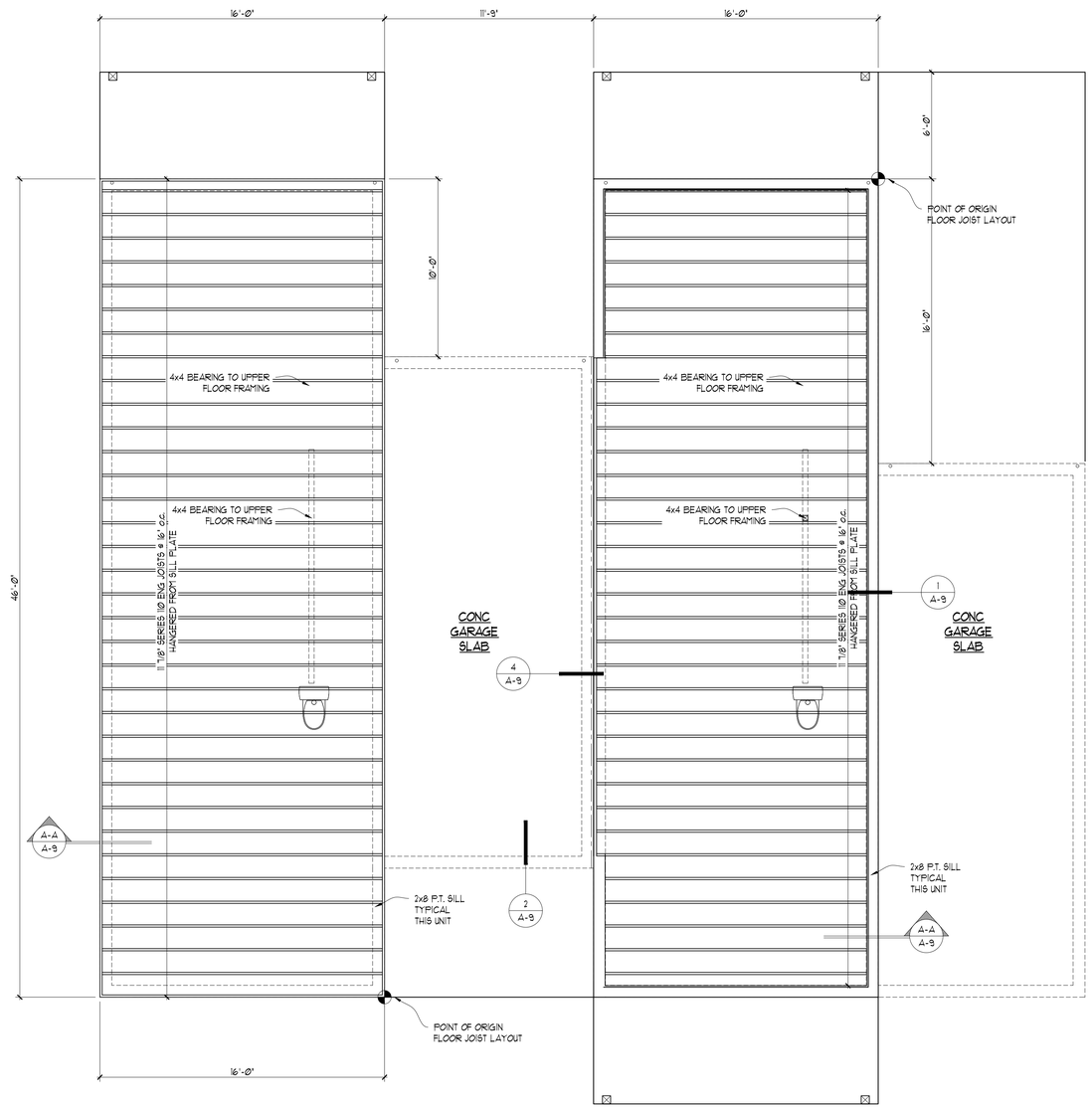
8) MIN 4200 LB HOLD DOWN DEVICES, HOLD DOWNS TO BE SIMPSON HTT5, EMBEDDED INTO THE CONCRETE AND NAILED TO THE FRAMING ABOVE. (PER 2018 IRC FIG R602.10.6.3)

Job Number:
Date:

Sheet Contents:
Foundation Plan

A-2

Xref ½00-110820 Project Info.dwg



Floor Framing

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

Job Number:
Date:

Sheet Contents:
Floor Framing Plan

A-3

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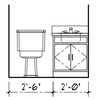
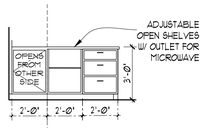
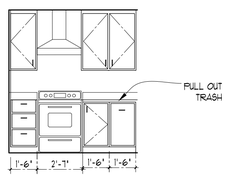
LOT 3



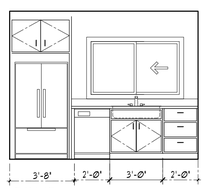
DOWN BATH



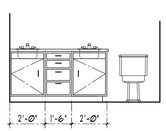
PENINSULA



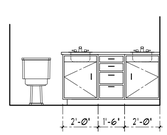
RANGE



FRIDGE & SINK

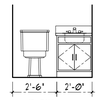


UPSTAIRS BATH

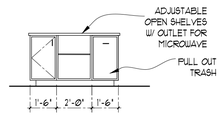


MASTER BATH

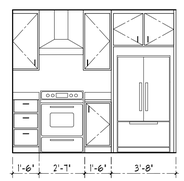
LOT 4



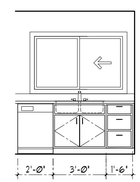
DOWN BATH



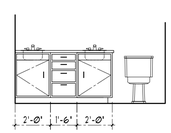
ISLAND



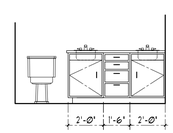
RANGE & FRIDGE



SINK



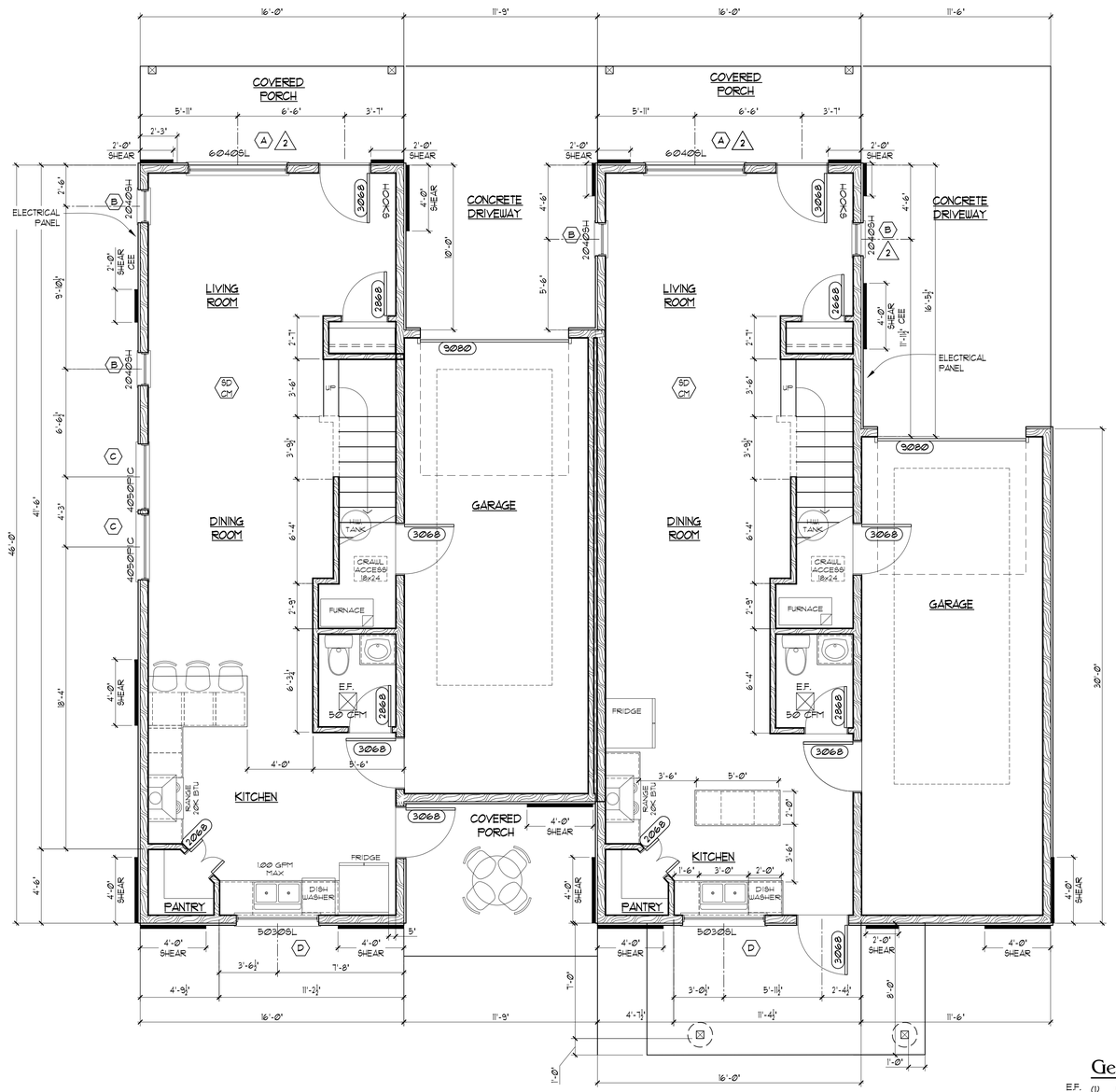
UPSTAIRS BATH



MASTER BATH

Kitchen Cabinets

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



Main Floor Plan

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

General Note:

E.F. (1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.

(2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.

GFI (3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE

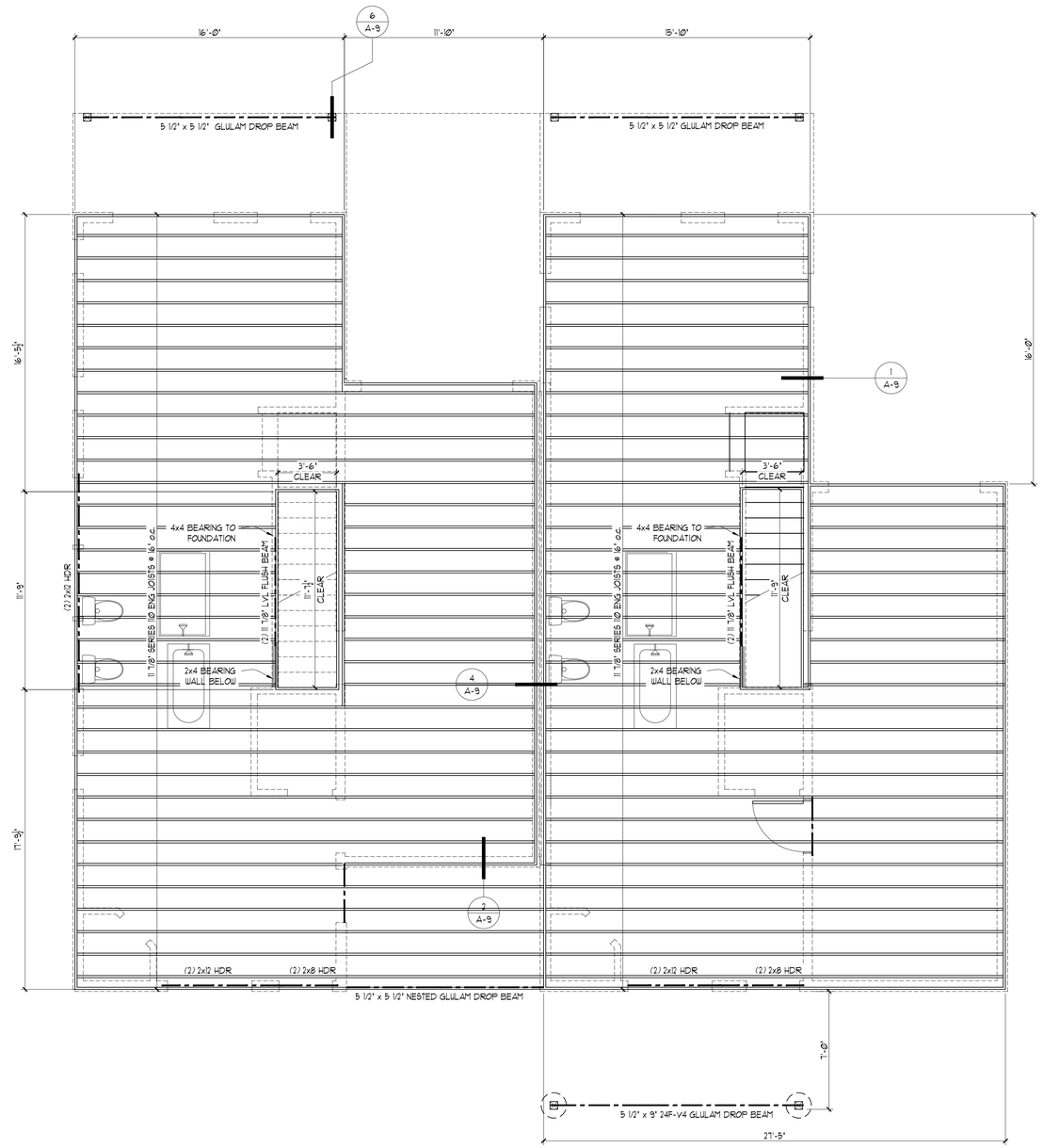
(4) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

Job Number:
Date:

Sheet Contents:
Main Floor Plan

A-4

Xref ½00-110820 Project Info.dwg



Upper Floor Framing Plan

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

General Note:

1) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

Job Number:
Date:

Sheet Contents:
Floor Framing Plan

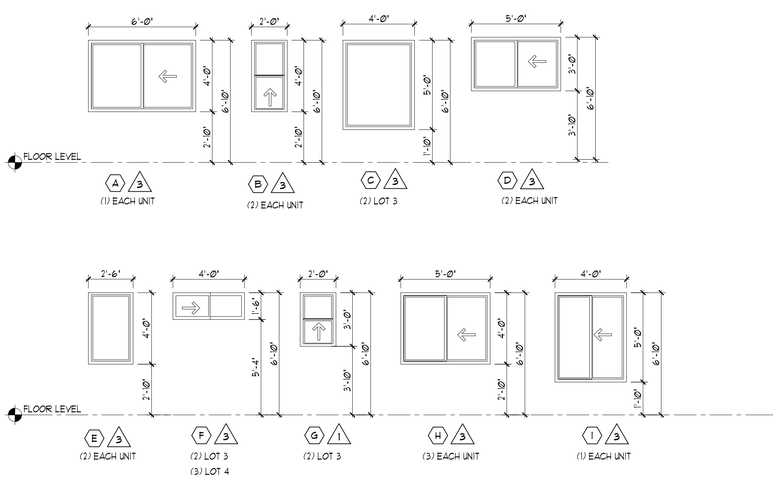
A-5

General Notes:

1) VERIFY ALL WINDOW OPERATIONS, GLAZING AND SIZING W/ OWNER.
2) ALL GLAZING TO BE LOW-E TYPE WITH A MINIMUM U-VALUE OF .28

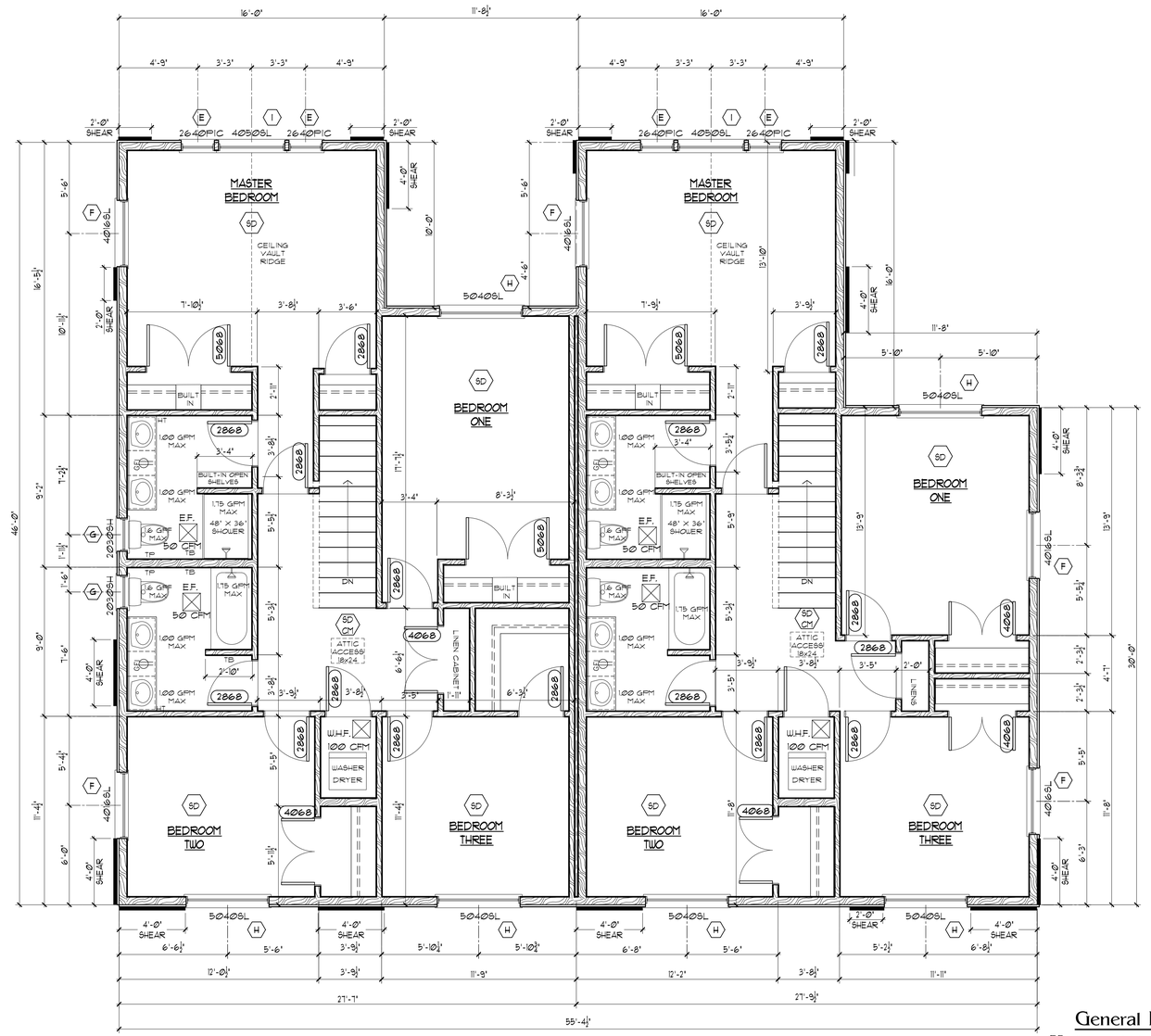
GLAZING SCHEDULE:

1. LOW-E INSULATED GLAZING UNIT (OBSCURED GLAZING)
2. LOW-E INSULATED GLAZING UNIT (TEMPERED GLAZING) NONE IN THESE UNITS
3. LOW-E INSULATED GLAZING UNIT (CLEAR GLAZING)



Window Types

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



Upper Floor Plan

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

General Note:

E.F. (1) PROVIDE 50 CFM EXHAUST FAN IN BATHROOMS, VENT TO THE EXT.

(2) PROVIDE 100 CFM EXHAUST FAN IN LAUNDRY ROOM AS THE WHOLE HOUSE FAN, VENT TO THE EXT.

GFI (3) G.C. TO COOR GFCI CIRCUITS AS REQUIRED BY CODE

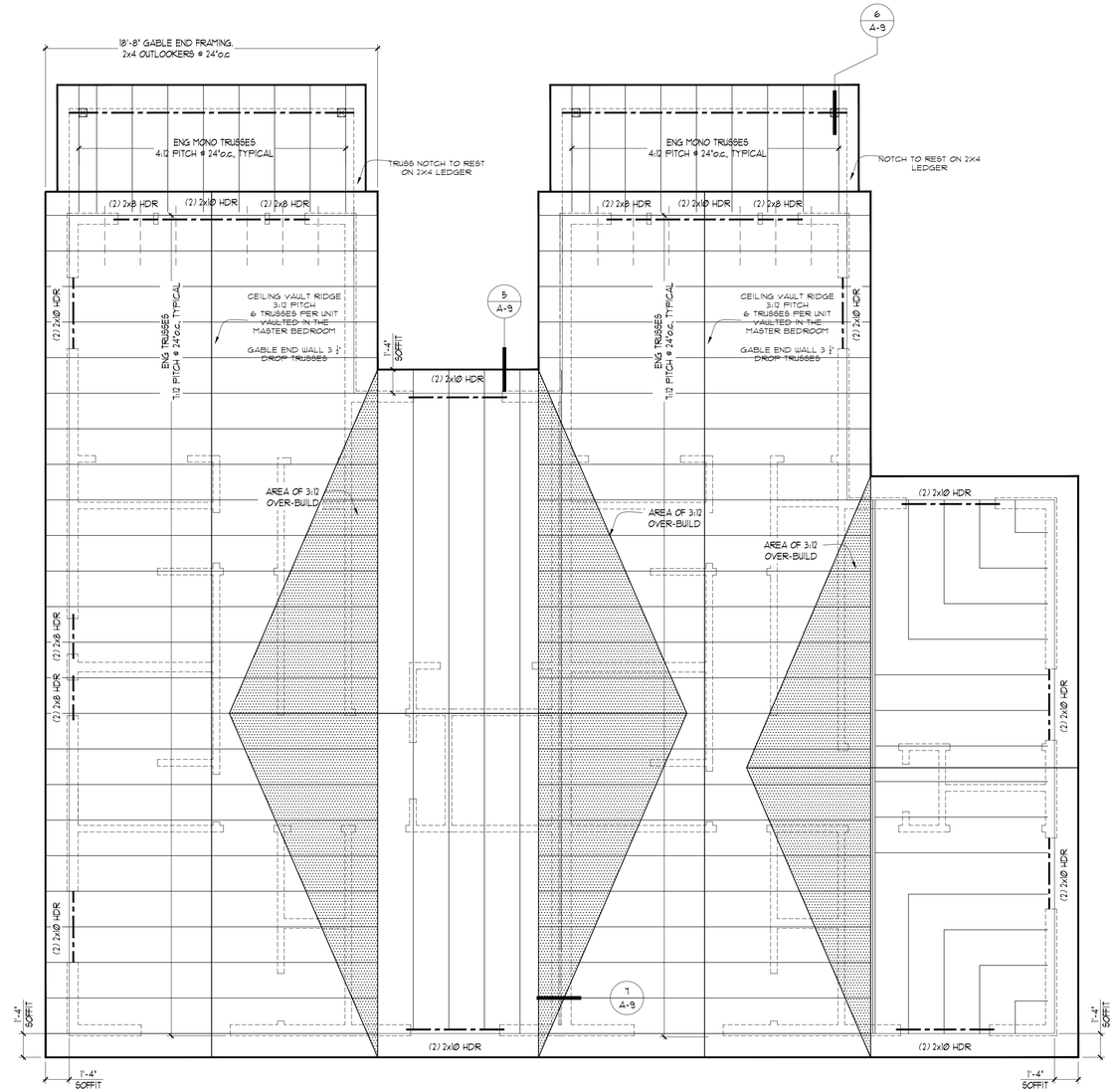
(4) G.C. TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

Job Number:
Date:

Sheet Contents:
Upper Floor Plan

A-6

Xref ½00-110820 Project Info.dwg



Roof Framing Plan

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

General Note:

1) G.C TO VERIFY ALL STRUCTURAL MEMBERS W/ STRUCTURAL ENGINEER WHERE REQUIRED.

2) DOWNSPOUTS FROM GUTTERS SHALL BE TIGHT-LINED TO PUBLIC STORM SEWER STUB

3) TYPICAL WALL PLATE HEIGHT MAIN FLOOR TO BE 9'-1 1/8" IN HEIGHT USING PRECUT #24 5/8" STUDS, TYPICAL WALL PLATE HEIGHT UPPER FLOOR TO BE 8'-1 1/8" IN HEIGHT USING PRECUT #2 5/8" STUDS UNLESS NOTED OTHERWISE

4) G.C. TO SUPPLY ENGINEERED TRUSS DRAWING PROVIDE BY SUPPLIER TO PERMIT AUTHORITY

5) VENTILATION REQUIRED PER CODE, PROVIDE 1/2 REQUIRED VENTILATION AT SOFFIT, PROVIDE 1/2 REQUIRED VENTILATION AT RIDGE, COOR W/ ROOF MATERIAL

6) ALL OVER-BUILT AREAS TO BE 2x6 #2 OR BTR D-FIR

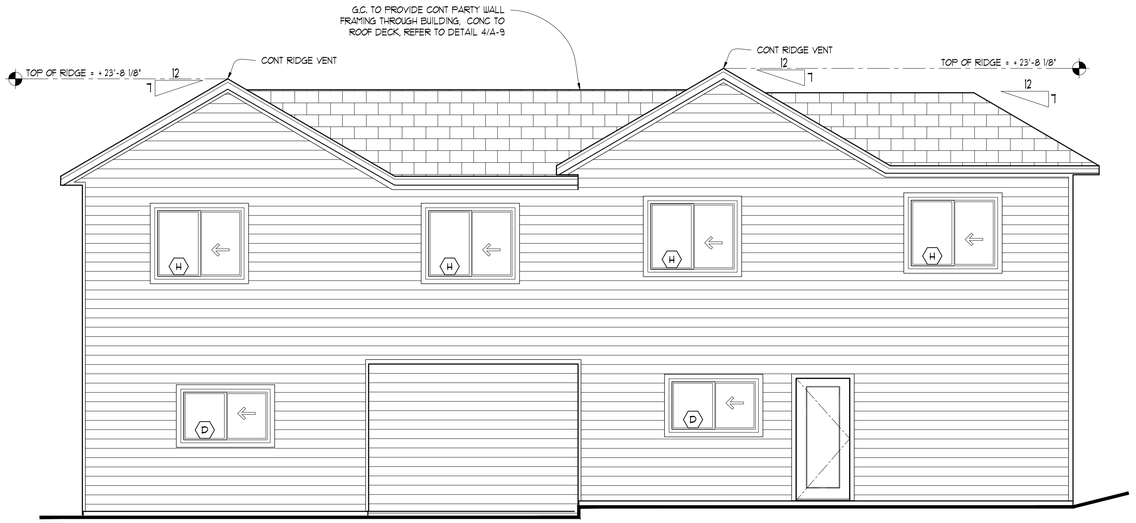
7) PROVIDE ICE AND WATER SHIELD ROOFING MEMBRANE UNDER SHINGLE ROOFING 36" FROM EDGES, VALLEYS AND ALL OTHER AREAS WITH LESS THAN 4:12 PITCH, EXTENDS 24"

Job Number:
Date:

Sheet Contents:
Roof Framing Plan

A-7

Xref ./200-110820 Project Info.dwg

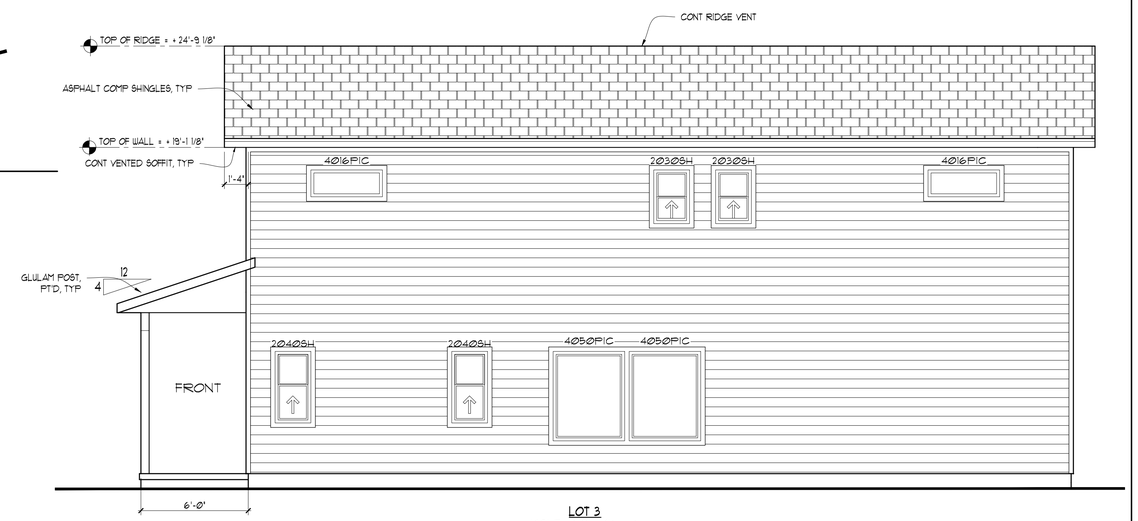


LOT 3
1621 East 3rd Street

LOT 4
1627 East 3rd Street

Back Elevation

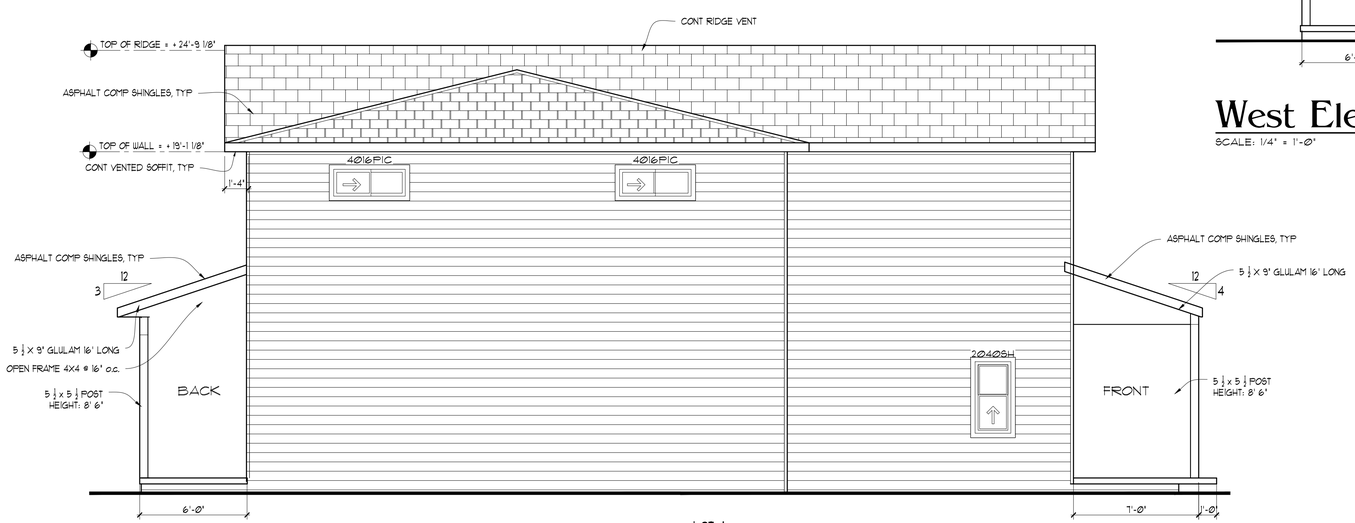
SCALE: 1/4" = 1'-0"



LOT 3
1621 East 3rd Street

West Elevation

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



LOT 4
1627 East 3rd Street

East Elevation

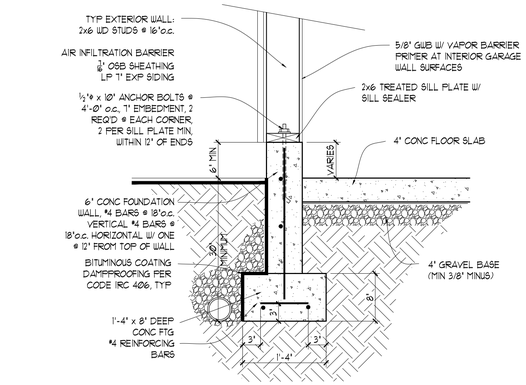
SCALE: 1/4" = 1'-0"

Job Number:
Date:

Sheet Contents:
Exterior Elevations

A-8

Completed Application Recieved 04-08-2021



Typ Garage Wall Sec. (2)

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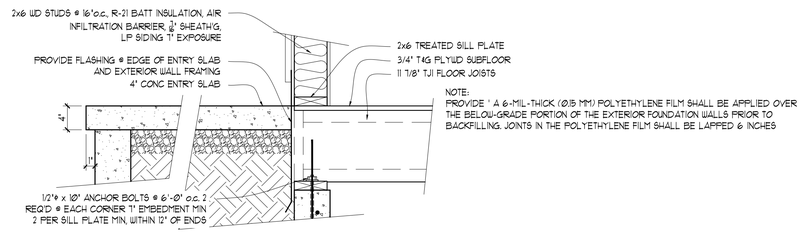
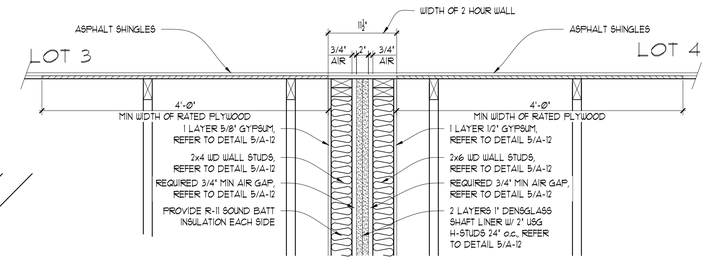


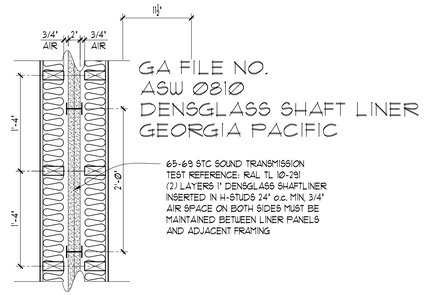
Typ Elevated Conc Slab (3)

SCALE: 1" = 1'-0"



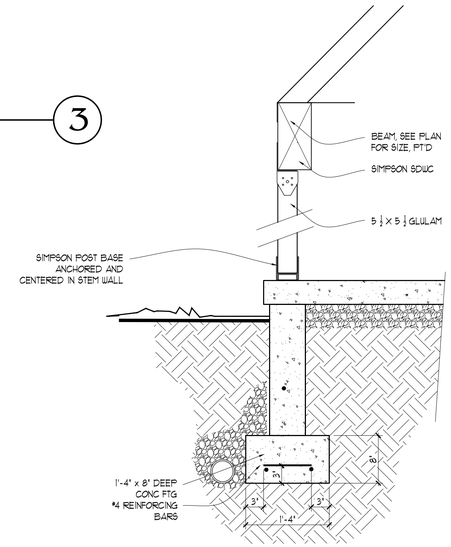
2 Hour Wall @ Roof Deck (6)

SCALE: 1" = 1'-0"



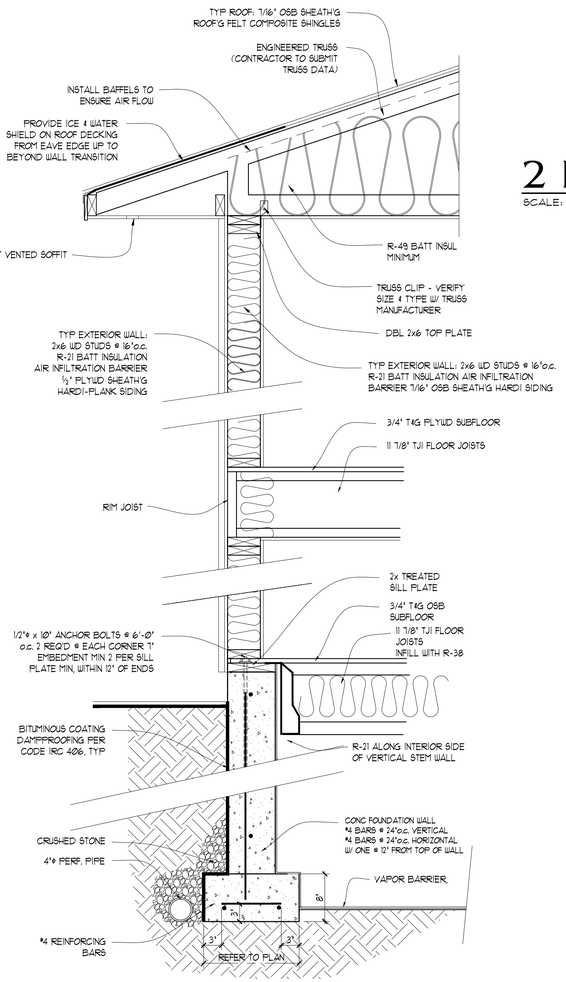
2 Hour Party Wall Const (4)

SCALE: 1" = 1'-0"



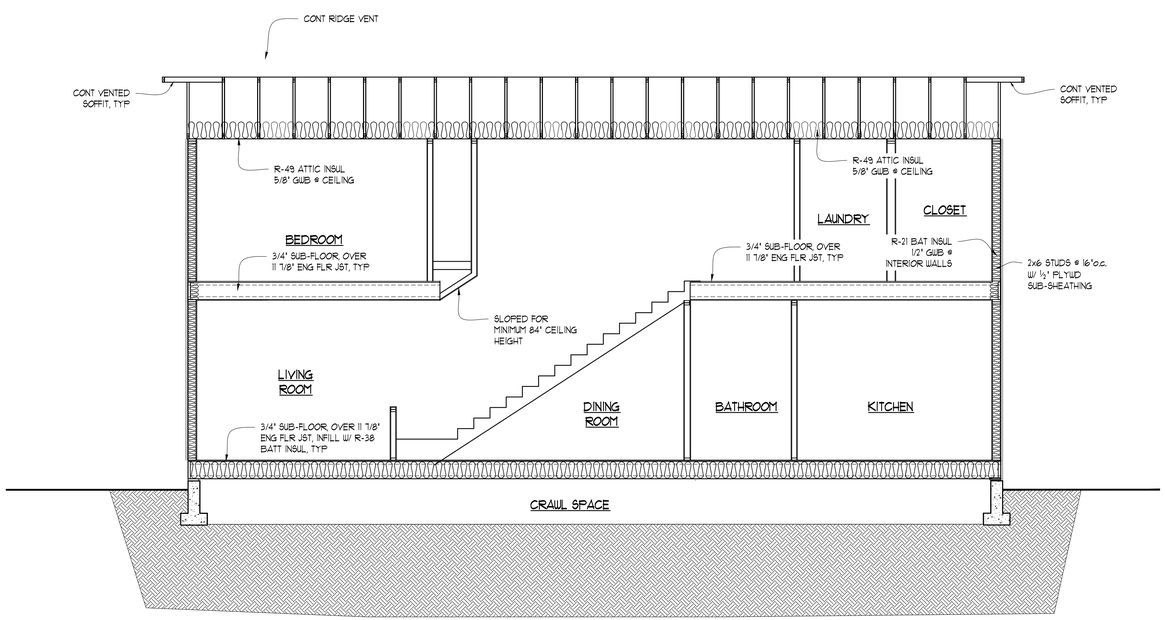
Porch Post Details (6)

SCALE: 1" = 1'-0"



Typ Wall Section (1)

SCALE: 1" = 1'-0"



Building Section A-A

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

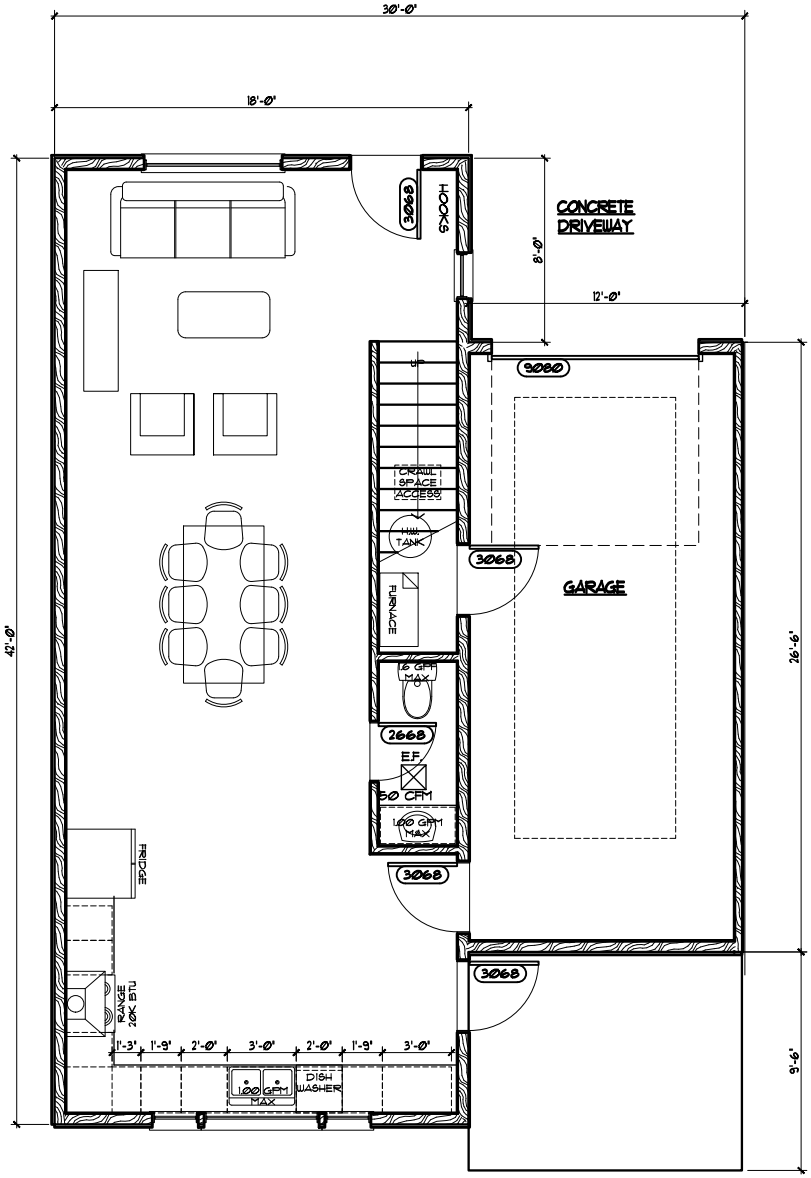
Job Number:
Date:

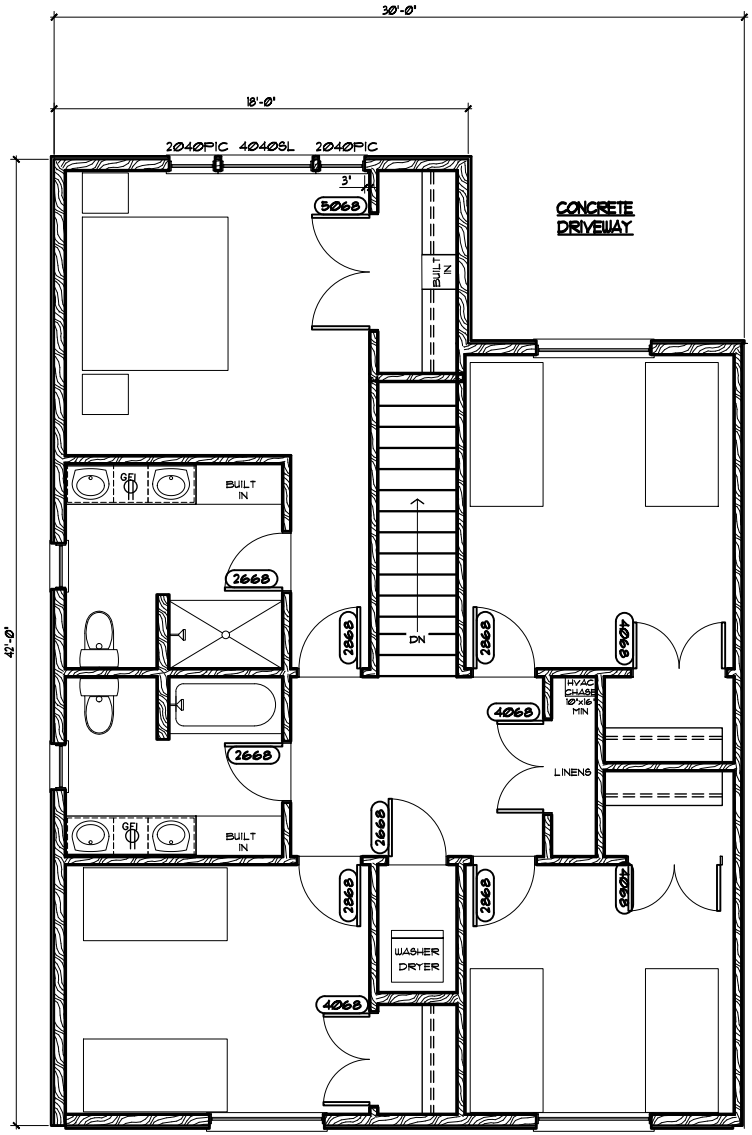
Sheet Contents:
Building Section
Building Details

A-9

Completed Application Recieved 04-08-2021

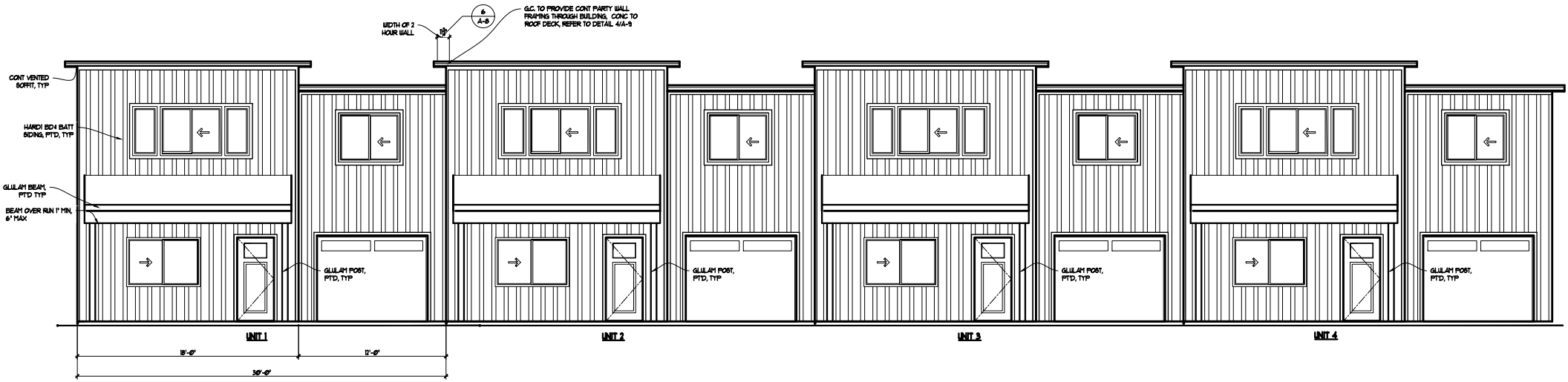
LUP2021-0007





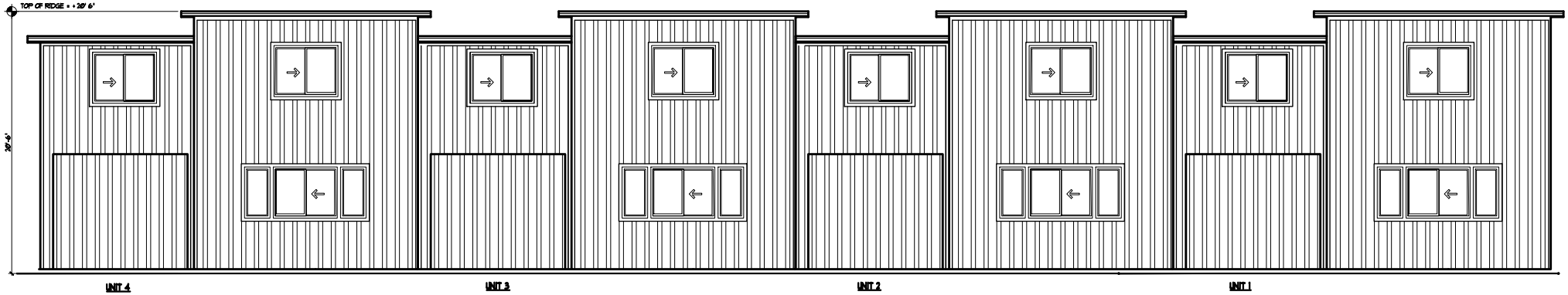
Completed Application Recieved 04-08-2021

LUP2021-0007



Front Elevation

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



Back Elevation

SCALE: 1/4" = 1'-0" (VIEW FROM MOUNTAIN VIEW ROAD)

DETAILS FOR UNIT 1 ARE THE SAME ON THE OTHER UNITS

Completed Application Recieved 04-08-2021

Moscow City Council

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 17, 2021 | **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, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala
STAFF: Gary J. Riedner, Mia Bautista (virtual), Bill Belknap, Mike Ray, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Mayor Lambert led the Pledge of Allegiance.

PROCLAMATION - MEMORIAL DAY
Mayor Lambert read the Memorial Day proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council May 3, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for April 2021 - Sarah Banks

Staff presented the April 2021 Accounts Payable Report to Public Works / Finance Committee on May 10, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of April 2021.

C. Almon Asbury Alley Paving Bid Results and Contract Award - Bob Buvel

The Almon Asbury Alley Paving Project consists of grading and paving of the alley between Almon Street and Asbury Street from Third Street to Sixth Street. The project also includes the replacement of the existing sanitary sewer main prior to paving and expansion of storm water collection and conveyance system serving the alley. The City published an advertisement for bids on April 3rd and 10th, 2021 and the budget for construction in the Capital Improvement Plan is $293,000.00. Bids were opened on Tuesday, April 27, 2021. One responsive bid was received with a bid of $371,223.20 by J7 Contracting. A complete Bid Tabulation is included in the Council packet. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and the Committee recommended rejection of the bids.

ACTION: Reject all bids.

D. Third Street Undergrounding Bid Results and Contract Award - Nate Suhr

On April 17, 2021 the City of Moscow advertised for bid the Third Street Utility Undergrounding Project. This project consists of the installation of approximately 3,300 linear feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street

between Jackson Street and Lieuallen Street. Completion of this project will allow the undergrounding of the overhead utilities and the removal of the utility poles on the corridor between Jackson Street and Lieuallen Street, removing obstructions and clearing the area for pedestrian facilities to come as part of the Third Street Local Highway Safety Improvement Project (LHSIP) that will begin construction later in the year. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the Base Bid and Additional Alternative from M & L Construction, Inc., award the contract in the amount of $270,653.00, and authorize staff approval for construction change orders in an amount not to exceed 10% ($27,065.30) of the contract amount.

E. Remand Decision Regarding the Appeal of Conditional Use Permit at 1400 E Seventh Street – Aimee Hennrich

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80' Wireless Communication Facility (WCF) that would accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment conducted a public hearing for the proposed conditional use on March 29, 2021, and subsequently voted to deny the CUP application. On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wished to appeal the Board of Adjustment's decision to City Council. On May 3, 2021, City Council considered the appeal during a public meeting and remanded the matter to the Zoning Board of Adjustment and directed staff to prepare a written decision based on the Council's action. The written decision was reviewed by the Administrative Committee on May 10, 2021 and recommended for approval.

ACTION: Approve the written decision.

F. Ghormley Pickleball Courts Project Bid Results and Contract Award - Nate Suhr

The 2021 Ghormley Pickleball Courts Project consists of the construction of HMA asphalt pickleball courts, including lighting, net post footings, surfacing, line painting, the construction of sidewalk, site amenities and landscape site work north of the Ghormley Park parking lot. An electronic bid solicitation for the Pickleball Court Project was issued in a Public bid solicitation on April 16, giving bidders two weeks to respond. The project was advertised with a Base Bid to install four (4) Pickleball courts to the West of the Ghormley Park bathrooms and a single Additional Alternative to remove a majority of the old tennis court to the South of the Softball fields and restore the area with topsoil and seed. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the Base Bid from Motley-Motley, Inc. and award the contract in the amount of $188,820.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount ($18,882.00).

G. Seventh to Sixth Street Sanitary Replacement Project Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on April 17th, 2021 for Seventh to Sixth Street Sanitary Replacement Project. The bid for the project includes the replacement of three hundred and eighty-three (383) linear feet of sanitary sewer pipe, two hundred and sixty-nine (269) linear feet of storm sewer pipe, seven hundred and seven (707) square yards of asphalt, four (4) storm catch basins, a storm manhole, and a sanitary manhole. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the low bid from Germer Construction, Inc. for Base Bid, award the contract in

the amount of $342,824.50, and authorize staff approval for construction change orders in an amount not to exceed 10% ($34,282.45) of the contract amount.

H. Gateway on Sixth Monumentation Agreement - Todd Drage

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property east of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on May 10, 2021 and was recommended for approval.

ACTION: Approve the monumentation agreement with J & S Holding Company LLC for Gateway on Sixth.

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

REGULAR AGENDA

2. COVID-19 Update and Request for Direction (ACTION ITEM) - Gary J. Riedner

On December 7, 2020, the City Council adopted Resolution 2020-27, extending the Mayor's Amended Pubic Health Emergency Order 20-03 (APHEO 20-03), to June 9, 2021, and adopting metrics to consider in making decisions regarding early termination of APHEO 20-03. At the time the Center for Disease Control (CDC) recommended that persons maintain at least 6 feet of social distance and facial coverings to prevent the spread of the COVID-19 virus, and Idaho Governor Brad Little had designated that Idaho was in a modified Stage 2 of the Idaho Rebounds Plan. City Council has been monitoring the status of the City of Moscow and Latah County, as well as the state of Idaho regarding the pandemic. On April 27, 2021, the CDC issued revised recommendations stating that fully vaccinated persons may engage in outdoor activities without facial coverings. On May 11, 2021, Governor Little moved the state of Idaho from Stage 3 to Stage 4 of the Idaho Rebounds Plan. On May 13, the CDC again revised its recommendations to state that fully vaccinated people may engage in both outdoor and indoor activities without facial coverings or staying 6 feet apart. Public Health-Idaho North Central District (PHINCD) has indicated that approximately 46% of Latah County residents are vaccinated. The seven-day moving average of newly diagnosed COVID-19 cases in Latah County has been averaging between 4-4.6. Washington State University has recessed to summer break, and the University of Idaho will do the same after graduations on May 15-16, 2021. Staff will provide an updated COVID-19 status report to Council, and has included a draft Resolution should City Council wish to take some action regarding termination of APHEO 20-03.

PROPOSED ACTIONS:

Receive COVID-19 status report update and consider the draft resolution, or provide staff further direction.

Riedner went through the metrics which included average cases per week of 4 on May 10 and 4.14 on May 17. The test results and hospitalizations metrics have also met for May 10 and 17. The Governor upgraded the State to Stage 4. Institutional partners supported removal of the Public Health Emergency if the Council desired to do so. Mayor Lambert stated he will not issue another emergency order with vaccines readily available. He strongly encouraged the Council to rescind the resolution.

Bettge stated last March Moscow was flying blind but think the Council did quite well. An email from Toni Broyles, University of Idaho stated Latah County's deaths per capita was the 3rd lowest in the State

of Idaho among the 44 counties. Only the state's two least populated counties in the 2019 census, Camas (pop 1,048) and Clark (pop 913) had a lower rate with zero deaths recorded. Latah's average deaths per capita was nearly 5 times lower than the average of Idaho's 25 largest counties. Latah County and Benton County in Oregon, home of Oregon State University, shared the lowest average COVID-19 deaths per capita, with both counties being nearly 5 times lower than the average deaths per capita of counties across the country with land grant universities.

Taruscio said it was a perfect storm of ugly at a national level. She doesn't want to look backwards but we can carry the lessons forward. She feels Moscow is better than the negativity and it took all of us to get where we are.

Sullivan felt the Council's actions were very consistent from the start and all based on recommendations based on scientific data. The new CDC recommendation of no mask if fully vaccinated conflicts with the Moscow emergency order which requires a mask for everyone.

Kelly felt Moscow did a good job as a whole and is in favor of moving along with the science. The more people vaccinated the more safe our community will be. She encouraged everyone to be kind to the businesses that want to continue to require masks.

Zabala said she is excited to be at a pivot point and feels the results are from vaccinations. She is eager to connect people to the resources to help make a decision on the vaccine and to help get the numbers lower every week.

Laflin said she is thrilled the evidence regarding the vaccine is positive and we are taking a new direction. She was disappointed there are still fights are airports and hopes the new recommendations will help mend fences. She is glad the science is moving along.

Bettge moved to terminate Resolution 2020-03 and replace with 2021-08. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. Staff Recognition Report - Gary J. Riedner

Riedner said there were three promotions with the retirement of Will Krasselt who was with the City of Moscow Police Department for 30 years. Anthony Dahlinger was promoted to Captain, Shane Gunderson to Sergeant, Brett Payne to Corporal.

4. Mayors Appointments (ACTION ITEM)

None offered.

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

Dan Schoenberg (Moscow) said he appreciates the termination of the emergency order. He had a lady and daughter come to town and look at an apartment and they were amazed how kind people were in Moscow. This last year, even though we didn't see fires and protests, Moscow had our own issues. Selective respect reigns true. He feels the Moscow community needs to accept everyone won't agree and needs to get back to looking after each other. Mayor Lambert said the entire United States was a mess. The pandemic was the enemy, not people. It is time to move forward. Sullivan agreed COVID has been difficult on every community. The report Bettge mentioned how well we have done, despite differences, we can agree it was hard but we did well and it can unite us. Mayor thanked the council for standing behind him with the emergency order.

Danny Bradley (Moscow) thanked the council for their decision. The community put their best foot forward but he felt the reason Latah County did so well was not because we did anything, it was because of the Lord being merciful to our community.

Carol Hughes (Moscow) applauded the Mayor and Council for the job they did during the pandemic. She feels it is naive to think those who refused to wear masks and who boldly said they would not be vaccinated, is not easily forgotten. She has lived here more than five decades and never loved a place more. She has been part of community by contributing in every way possible but truly concerned of what she feels now. She read the vision of Moscow from the Comprehensive Plan which says it creates a quality of place. Moscow has worked together to create a community and has been in favor of all the change but is not in favor of being left out of the procedure.

Walter Hesford (Moscow) spoke on approving new developments and how relates to older neighborhoods.

Jean Elliott (Moscow) asked about commenting on water rights. Mayor Lambert said during the public hearing if specific to a development.

6. Public Hearing: Harvest Hills Planned Unit Development and Replat of Lot 1, Block 1 of Harvest Hills 1st Addition (ACTION ITEM) - Mike Ray

The applicant, Phil Rheingans, is proposing a Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed PUD with no conditions and recommended approval of the preliminary plat with two (2) conditions.

PROPOSED ACTIONS:

After conducting the public hearing and upon consideration of testimony received:

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

Ray introduced the item as written above and gave a background of the property which began in 2013. The neighborhood was described including information on flood plain, Comprehensive Plan designation and the zoning designation of Neighborhood Business. Illustrations of the plat, lots, and houses were presented. The applicant is requesting a reduction in exterior side yard setbacks and Third Street side due to the tightness of a few lots. A 10-foot-wide Type A landscape buffer is typically required along the exterior property lines of NB Zoned property when adjacent to property zoned R-2 or R-3. Since the proposed use of the twinhomes and townhouses is residential and similar to the surrounding land uses, staff is recommending that a Type A buffer not be required except for the 17,905 square foot parcel which will be developed with a commercial component. The 9 parking spaces in the PUD are for the residents, such as visitor parking. Should stormwater runoff increase, the depth of the pond would need to be increased. Staff doesn’t have and concern about the reduction of the exterior side yard setback.

Mayor Lambert opened the public hearing at 7:56 p.m.

Scott Becker (Hodge and Associates) represents the applicant. He analyzed the stormwater detention pond and it is sufficient for the entire development. The swale isn't necessary but thought it would provide another level for stormwater and snow removal if a parking lot is built for the commercial lot.

Mayor Lambert asked for testimony in favor of the application.

Phil Rheingans (applicant) explained the setbacks are there to balance design parameters on the difficult lots and allow the houses to fit on the pie-shaped lots. By developing the area, there should be improvement for runoff as the proposed berm will differ the water to the detention pond.

Dan Schoenberg (Palouse Properties) said development of housing has a cascading impact on the community. The number of available housing units in Moscow for various demographics in the community and the affect it has on the overall housing is why he is in support of the development

Rusty Olps (Moscow) said there are different kinds of developments and this is a quality set of homes. He looks forward to what else Rheingans has to offer.

Mayor Lambert asked for testimony in opposition of the application or general comments.

Fitz Hadley (Moscow) asked why the proposal is still zoned Neighborhood Business when there is residential in the development. His concern is the residential units transform into commercial.

Walter Hesford (Moscow) said it looks like a nice development but Third Street is not a through street which means Third Street and D Street will have increased traffic. Has the developer looked at the impact of traffic on existing developments and the City as a whole?

Patricia Taylor (Moscow) said she overlooks this development and thinks they are doing a nice job. She does have a concern about the business lot. She is opposed because it is on one of the busiest intersections She doesn't think it is a good situation as it will create noise and congestion, a large amount of foot traffic, potential to offer inappropriate items appealing to young kids, too close to the street and too busy.

David Hall (Moscow) said Moscow is trying to reduce water use from declining aquifers yet the city allows unfettered developments which creates more usage. The City should have a plan which includes a water use budget, a plan of how to decide how much use for water application, balance other uses, pay for offsite toilet replacements and similar options.

Carol Hughes (Moscow) said in reading the Comprehensive Plan, she found a section that stated rapid population growth may strain infrastructure and cause service capacity issues among other issues. She doesn't like hasty development. She does not support Harvest Hills First Addition because from the pool to the ballfields on Mountain View, it lures those seeking recreation and young people which creates an abundant amount of traffic and a dangerous situation.

Leonard Koepke (Moscow) lives directly north from this development. Previously P&Z denied it. The townhouses don't belong in an all house neighborhood. The 100-year flood plain was modified because this area was elevated and caused flooding onto his property. There is a traffic issue and Third Street needs to have a bridge to help with traffic. He doesn't feel the townhouses fit and don't need to be there. There are already vacant motor business property throughout town. Safeway and the gas station is less than 9/10 of a mile.

Jean Elliott (rural Latah County) said her comments are regarding all the upcoming developments. People want to move away from places with problems to Moscow because of what we have here, but Moscow could then turn into the places they left. We need to have careful and knowledgeable planning, not hasty planning. Does Council have to approve all the developments if they approve one? Can a developer change what was planned? For instance, planning for a grocery store but building a gas station. Water rights is a huge issue. There may be chemicals that are needed to purify the water. An article she found says water contains aluminum naturally but it is also added. She feels there are a number of people in these meetings that will profit from these new developments.

Belknap said the Comprehensive Plan section referenced by Ms. Hughes is out of a American Planning Association Policy Guide on Planning and Climate Change. It wasn't a statement of the Comprehensive Plan but was quoting as a point of a separate study.

Mayor Lambert closed the public hearing at 8:29 p.m.

Becker said housing in NB Zone with PUD is to allow housing to enhance the area. What business will be built has yet to be determined but it would have to fit into NB and would be something that could serve that community. Third Street is planned to go through eventually. The development has been in the works for 16 years. This development doesn't have an impact on flooding. A neighborhood business in this area has always been the idea and doesn't think it would be detrimental to the neighborhood.

Belknap explained residential lots are by right in an NB Zone but they wouldn't have a restriction of use. A PUD would be limited to residential and restricted to that use. Bettge mentioned the addition of residential reduces the potential of more business and a traffic circle at Sixth and Mountain View may help with traffic. Sullivan added infill is the priority rather than sprawl.

Taruscio moved to approve the PUD for Harvest Hills. Bettge seconded the motion. Zabala explained she sat on the Palouse Basin Aquifer Committee as Council representative and rather than putting conditions on developments individually, should look at an alternative. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards. Kelly seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved and Taruscio seconded to approve the preliminary plat with the two engineering considerations and the condition of the Type A landscape buffer for the NB lot. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Taruscio moved and Kelly seconded to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Public Hearing: Harvest Hills 2nd Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Phil Rheingans, is proposing to subdivide a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed preliminary plat with no conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat; or approve the preliminary plat with conditions; or reject the preliminary plat; or take other such action deemed appropriate.

2. 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.

Ray introduced the item by providing background information beginning in 2005 whereas the final plat expired in 2013. February 1, 2016 City Council approved the proposed Rezone and Comprehensive Plan amendment. On April 18, 2016 the City Council approved the preliminary subdivision plat for Harvest Hills 1st Addition with three conditions. Ray continued the presentation by describing the Comprehensive Plan designation, zoning and utilities for the area. Two pedestrian easements are proposed in the plat. Janson Street connection will come along with the infrastructure and before any building permits are issued.

Mayor Lambert opened the public hearing at 9:05 p.m.

Scott Becker (Hodge and Associates) represents the applicant. Stormwater will run down to the detention pond. Housing will be on the north side and house footprints will collect water and run it to the street. There should be a marked improvement once developed. Silt fencing and berm/swale will be created and will help to mitigate any issues during construction.

Mayor Lambert asked for testimony in support of the application.

Phil Rheingans (applicant) is in support. He has owned the property for some time and wrested with how to design something that fits with the property, compatible with the neighborhood.

Mayor Lambert asked for testimony in opposition of the application or general comments.

David Hall (Moscow) said Moscow is trying to reduce water and trying to come up with alternative water supply. The City needs a plan to include a water use budget. City Council had a goal for a water use budget approximately 10 years ago but has disappeared from the Council goals. PBAC pumping entities are supposed to limit pumping to only a 1% annual increase. In 2020, Moscow pumped 747 million gallons and the 5.24 million gallons annually proposed for this development is a good portion of the 1% increase.

Jean Elliott (rural Latah County) suggested a requirement for all these developments to require low flow toilets and other water saving measures. Perhaps there could be ongoing town hall meetings regarding the community. There are frogs on the property. Maybe the developer can reach out to PCEI to relocate the frogs. New residents could turn Moscow into something else. She is concerned about one development after another and how discern on which ones to curtail. Do we have to have infinite growth? Water rights are not without drawbacks. She is concerned about chemicals added to water and predominance of people profiting from the development. She hopes this is not a rubberstamp group.

Carol Hughes (Moscow) said we talk about need for more housing but she wonders why there isn't better housing for seniors such as smaller single-family houses. She would advocate members of a commission or committee that stands to benefit from the outcome of a vote to recuse themselves. Mayor Lambert said they do.

Mayor Lambert closed the public hearing at 9:21 p.m.

Rheingans said the anticipated timeframe depends on contractors as they are busy but he is hoping for grading this year. Laflin encouraged that houses built are consistent with the city priorities which are water, climate and conservation issues. Rheingans responded his house are insulated to a higher standard than code and also low flow requirements are incorporated. Sullivan suggested speaking with the City

conservation program employees regarding features that can benefit the buyers and make lots more desirable. Rheingans didn't think a permeable driveway was allowed by code. He doesn't provide landscaping in his construction but does refer landscaping companies to the home buyers. Riedner reminded the Council these ideas go beyond the standards of review of the preliminary plat.

Zabala asked what the recourse would be if a commissioner did not recuse themselves. Bautista said procedurally is to have the item put back on the agenda and address the conflict, recuse themselves and have a revote on the matter. Belknap added that if a party feels there was a conflict of interest, they could talk to the City Attorney. Riedner added the inquiry needs to be done as soon as the appearance of conflict is discovered. Not everything is a conflict of interest.

Bettge, moved to approve the preliminary plat. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Bettge moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert called a recess at 9:29 p.m. The meeting resumed at 9:37 p.m.

8. Gateway on Sixth Development Agreement (ACTION ITEM) - Todd Drage

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property East of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

Item was reviewed by the Public Works Finance Committee on 5/10/2021 and was forwarded to the City Council as a regular agenda item with no recommendation.

PROPOSED ACTIONS:

Approve the Development Agreement with J & S Holding LLC for Gateway on Sixth, or take such other action deemed appropriate.

This item heard as item 9.

Belknap introduced the item as written above and explaining this development agreement includes the standard language that dictates the developer is responsible for all necessary public improvements including but not limited to utilities, duration of time to complete the improvements, warranty, parkland dedication, phasing of project.

Bettge moved to approve the development agreement with J&S Holding LLC for Gateway on Sixth. Laflin seconded the motion. Discussion ensued regarding options for parking issues. Roll Call Vote: Ayes: Five (5). Nays: One (Zabala). Abstentions: None. Motion carried.

9. University Gateway on Sixth Final Planned Unit Development and Final Plat (ACTION ITEM) - Mike Ray

On September 8, 2020, Moscow City Council approved the University Gateway on Sixth Addition rezone and preliminary Planned Unit Development (PUD) with no conditions, and approved the preliminary plat with three conditions. On April 9, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting

on April 28, 2021 and recommend approval to City Council.

PROPOSED ACTIONS:
Approve the University Gateway on Sixth Final PUD and Final Plat; or take such other action deemed appropriate.

This item was heard as item 8.

Ray introduced the item by going over the history of the property, description of the PUD, zoning, and the three conditions included on the preliminary plat. Lots 1-20 had a minor adjustment to the floor plans to fit on the parcels but are virtually the same size from the preliminary plat. The parking lots will now be exclusively parking for the residents of this development.

Taruscio moved to approve the University Gateway on Sixth Final PUD and Final Plat. Bettge seconded the motion. Roll Call Vote: Ayes: Five (5). Nays: One (Zabala). Abstentions: None. Motion carried.

10. BBC LLC Developer Participation Request (ACTION ITEM) - Bill Belknap

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC, owner of 232 acres located to the south of the City's playfield property located on W. Palouse River Drive, requesting the City's financial participation in the construction of the extension of Conestoga Street and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge and attendant utilities to the southerly boundary of the City's property is estimated at $2,372,062. At the City Council meeting of May 3, 2021, staff presented information on the history of the City's property and prior proposed playfield development of the property to be considered in the Council's deliberations regarding the City's participation in the costs of extension of Conestoga Street. Council directed staff to negotiate an agreement with BBC LLC for further City Council consideration. A draft Memorandum of Agreement is attached.

PROPOSED ACTIONS: Review draft Memorandum of Agreement and recommend approval, or provide staff further direction.

Belknap introduced the item as written above and included a background of the City Palouse River Drive property. Belknap confirmed City involvement would only be related to Conestoga Drive extending to the southerly border of the City property.

Richie Beebe, BBC LLC, said they have had conversations with Moscow Afford Housing Trust (MAHT) are have something in writing and close to getting something signed.

Nils Peterson, said they have a proposal from BBC LLC and took it to the MAHT executive committee. The executive committee was interested and asked Peterson to research whether this is a credible option to proceed with and give a recommendation to the executive committee at their next meeting.

Bettge moved to approve the memorandum of agreement. Taruscio seconded the motion.

Zabala thanked both parties and said this is in line with Council intentions. She felt it is a high price tag for something that is not in the capital plan but appreciates the infrastructure improvements. Kelly liked the process that we went through.

Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

11. Consideration of Mayor and City Council Salary Adjustments (ACTION ITEM) - Jen Pfiffner

Per City of Moscow Code Title 1, Chapter 8 according to Idaho Code, § 50-203: "The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index (CPI) as published by the United States Department of Labor.

Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments."

The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2019 to December 31, 2020. The reported CPI values were 2.1% and 2.4% for 2019 and 2020, respectively. Proposed increases to monthly salaries would be effective January 1, 2022, and are as follows:

Mayor - From $2028.50 per month to $2,119.78 per month
Council - From $703.28 per month to $734.93 per month

PROPOSED ACTIONS: Approve the Ordinance making salary adjustments for Mayor and City Council effective January 1, 2022 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.

Riedner introduced the item as written above. Bettge moved to approve the Ordinance making salary adjustments for Mayor and City Council effective January 1, 2022 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Sullivan seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-05:
AN ORDINANCE AMENDING TITLE 1, CHAPTER 8 OF THE MOSCOW CITY CODE; PROVIDING FOR INCREASES IN THE SALARIES OF CITY ELECTIVE OFFICERS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

REPORTS

Reports were postponed.

ADJOURN

The meeting adjourned at 10:24 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT (PUD) OF A TWO POINT ONE SIX (2.16) ACRE AREA OF LAND LOCATED AT 1606 EAST THIRD STREET, KNOWN AS THE HARVEST HILLS PUD WITHIN THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 8, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on April 28, 2021; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 17, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The subject property is currently a vacant lot identified as Lot 1, Block 1 of the Harvest Hills 1st Addition. The subject property was platted in 2016 as a 2.16-acre parcel in the Harvest Hills 1st Addition.

3. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north and the Rolling Hills Additions to the south. The remainder of the lots within the Harvest Hills 1st Addition to the south and east are currently developed as twinhome lots.

4. The subject property has already been pre-graded as part of the grading of Harvest Hills 1st Addition. The property averages around a 6% slope, with the exception of the area along the north property lines which contains a relatively steep slope down to the stormwater detention pond and Paradise Creek.

5. The subject property is currently designated as Suburban Commercial (SC). SC designated areas are,

   "intended to provide local and neighborhood commercial services in a manner that is compatible within a residential neighborhood environment. Lands appropriate for this

designation include areas in close proximity to higher-density residential development and intersections of designated collector or arterial streets near residential development. Developments within these designated areas should include additional building scale and design standards (e.g., roof shape and materials, building height, setbacks, lighting, signage, etc., coupled with increased buffer yard requirements would better ensure compatibility). Developments within Suburban Commercial designated areas should limit the floor area ratios and require greater landscaping. Suburban Commercial designated areas are most appropriately zoned Neighborhood Business (NB)."

6. All of the surrounding subdivisions are designated as Auto-Urban Residential, except for the park pathway property to the west which is designated as Parks and Open Space.

7. The Comprehensive Plan designates Mountain View Road as a minor arterial and Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.

8. The subject property is currently designated as the Neighborhood Business (NB) Zoning District. The properties directly adjacent to the south and east are designated as Medium Density Residential (R-3). All other surrounding properties are within the Moderate Density Residential (R-2) Zoning District.

9. The NB Zoning District is appropriately applied in the following circumstances:

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

10. Uses permitted within the NB Zone include residential uses above or behind a commercial use on the property, community and market gardens, fitness centers, veterinary services, professional offices, restaurants, coffee and espresso stands, child care facilities, community/neighborhood centers, health care services, museums and art galleries, religious facilities, retail and personal services, off-street parking areas, and bed and breakfast inns.

11. The applicant is concurrently proposing to subdivide the existing 2.16-acre parcel to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size.

12. The applicant is proposing to construct 10 twinhome dwellings, 4 townhouse dwellings, and create a 17,905 square foot parcel on the northeast corner of Mountain View Road and Sixth Street.

13. The primary reason for the PUD request is to allow a private street which serves the proposed lots. The private street is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. Contained within the center of the private drive is an open space island that contains 9 angled common parking spaces.

14. The proposed twinhome lots range from 2,643 to 6,602 square feet in size and the buildings are the same design as the twinhomes that have been constructed on the south side of Third Street in Harvest Hills 1st Addition. The buildings are two stories in height, have covered front porches, recessed garages, and rear patios. The exterior building materials include Hardi Board siding,

glulam posts and beams, and a 6:12 roof pitch with asphalt shingles. A larger single car garage, living room, dining room, kitchen, and bathroom are on the first floor. The second floor contains four bedrooms, two bathrooms, and a laundry room. The total square footage of the floor plans are approximately 2,100 square feet.

15. The applicant is requesting a slight reduction in the exterior side yard setbacks because of the pie shape of the lots as they surround the looped private street. The required twinhome exterior side setback is 8 feet and the applicant is requesting a 7 foot setback. The front setbacks adjacent to the private street range between 8 to 25 feet, depending on the location of the lot. The setback to all garage doors will all be at least 20 feet to allow the parking of a single vehicle in the driveway. The rear setbacks are all proposed to meet the 20-foot setback requirement, but the street side setback along Third Street is proposed to be reduced from 10 feet to 5 feet.

16. The proposed townhouse lots range from 2,592 to 3,852 square feet in size and the buildings are of a similar design to the twinhomes constructed on the south side of Third Street in the Harvest Hills 1st Addition. The exterior building materials and floor plans are similar to the proposed twinhome design. The applicant is requesting a reduction in the exterior side yard setback for the townhouse on Lot 2, adjacent to the Neighborhood Business parcel. The townhouse exterior setbacks are required to be 8 feet and the applicant is requesting 3 feet on Lot 2. The other exterior side setback on Lot 5 meets the required setback.

17. The proposed 17,905 square foot Neighborhood Business (NB) lot is intended to be a vacant lot that would be developed in the future. Any use currently allowed in the NB Zone would be permitted, but per the PUD code, the property must incorporate at least one commercial use located along the primary street frontage. Any development would need to meet all of the typical requirements of the NB Zone.

18. A 10-foot-wide Type A landscape buffer is typically required along the exterior property lines of NB Zoned property when adjacent to property zoned R-2 or R-3. Since the proposed use of the twinhomes and townhouses is residential and similar to the surrounding land uses, the Council determines that the Type A buffer shall not be required except for the 17,905 square foot parcel which will be developed with a commercial component.

19. Water service is proposed to be extended via an existing water main that is located Third Street. A new water main will be looped around the private street in order to serve all of the proposed lots.

20. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 14 lots could be reasonably anticipated to use approximately 1.31 million gallons of water per year (14 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.31 M gallons/year).

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

22. Sanitary sewer currently exists within Third Street, as well as Mountain View Road. A new main will be constructed within the center of the private street and extended through a 10-foot-wide sewer easement between Lots 5 and 6 to the existing main in Mountain View Road.

23. 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.

24. Storm Sewer will be conveyed through a new main in the private street that ultimately is conveyed to the stormwater detention ponds within Harvest Hills 1st Addition. There is a proposed swale shown on the east side of the park property along Mountain View Road. Engineering is recommending that the applicant relocate the stormwater facility outside of the park property.

25. The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat. Third Street has also been widened near the intersection of Third Street and Mountain View Road to accommodate a left turn lane.

26. The proposed private street which loops through the development is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. This proposed street meets the City's standard for private streets and there will be no on-street parking, but the applicant has provided 9 angled parking spaces within the center open space island.

27. The applicant has previously dedicated two parkland tracts within Harvest Hills 1st Addition which has satisfied the parkland dedication requirement for the subject property. Since the zoning designation is remaining the same, there is no change in the parkland dedication requirement.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Suburban Commercial (SC) designation is intended to provide local and neighborhood commercial services in a manner that is compatible within a residential neighborhood environment. Lands appropriate for this designation include areas in close proximity to higher-density residential development and intersections of designated collector or arterial streets near residential development, which describes the subject property. The proposed PUD also furthers a goal of the Comprehensive Plan to provide a mix of housing that meets the economic and lifestyle needs of the diverse population of Moscow. Therefore, the Council 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 PUD is an efficient development which utilizes a private street to access all portions of the oddly-shaped property. The proposed PUD creates ten twinhomes and four townhouses while leaving a 17,905 sf Neighborhood Business Parcel. Since the purpose of the Neighborhood Business (NB) Zoning District is to provide commercial services which serve adjacent residential neighborhoods, any PUD proposed within the NB Zone shall incorporate at least one (1) commercial use located along the primary

street frontage. The 17,905 sf parcel reserves the opportunity to meet the intent of the NB Zone and the PUD code.

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 developments. The proposed PUD provides for development of the subject property at a similar density as already exists within Harvest Hills 1st Addition.

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.

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 ten twinhomes and four townhouses on smaller lots provides an efficient and economical home ownership opportunity which is currently limited in the City. The proposed townhouses and twinhomes have a design which is attractive and will provide a quality product on smaller lots which are served by a private street.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the Planned Unit Development (PUD) request for the 2.16-acre parcel located at 1606 E Third Street with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 17th day of May, 2021.

Bill Lambert, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT ONE SIX (2.16) ACRE AREA OF LAND LOCATED AT 1606 EAST THIRD STREET, KNOWN AS THE REPLAT OF LOT 1, BLOCK 1 OF HARVEST HILLS 1ST ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 8, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on April 28, 2021; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 17, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The subject property is currently a vacant lot identified as Lot 1, Block 1 of the Harvest Hills 1st Addition. The subject property was platted in 2016 as a 2.16-acre parcel in the Harvest Hills 1st Addition.

3. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north and the Rolling Hills Additions to the south. The remainder of the lots within the Harvest Hills 1st Addition to the south and east are currently developed as twinhome lots.

4. The subject property has already been pre-graded as part of the grading of Harvest Hills 1st Addition. The property averages around a 6% slope, with the exception of the area along the north property lines which contains a relatively steep slope down to the stormwater detention pond and Paradise Creek.

5. The subject property is currently designated as Suburban Commercial (SC). SC designated areas are,

   "intended to provide local and neighborhood commercial services in a manner that is compatible within a residential neighborhood environment. Lands appropriate for this

designation include areas in close proximity to higher-density residential development and intersections of designated collector or arterial streets near residential development. Developments within these designated areas should include additional building scale and design standards (e.g., roof shape and materials, building height, setbacks, lighting, signage, etc., coupled with increased buffer yard requirements would better ensure compatibility). Developments within Suburban Commercial designated areas should limit the floor area ratios and require greater landscaping. Suburban Commercial designated areas are most appropriately zoned Neighborhood Business (NB)."

6. All of the surrounding subdivisions are designated as Auto-Urban Residential, except for the park pathway property to the west which is designated as Parks and Open Space.

7. The Comprehensive Plan designates Mountain View Road as a minor arterial and Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.

8. The subject property is currently designated as the Neighborhood Business (NB) Zoning District. The properties directly adjacent to the south and east are designated as Medium Density Residential (R-3). All other surrounding properties are within the Moderate Density Residential (R-2) Zoning District.

9. The NB Zoning District is appropriately applied in the following circumstances:

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

10. Uses permitted within the NB Zone include residential uses above or behind a commercial use on the property, community and market gardens, fitness centers, veterinary services, professional offices, restaurants, coffee and espresso stands, child care facilities, community/neighborhood centers, health care services, museums and art galleries, religious facilities, retail and personal services, off-street parking areas, and bed and breakfast inns.

11. The applicant is proposing to subdivide the existing 2.16-acre parcel to create ten (10) twinhome parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size.

12. All of the proposed lots meet the minimum lot size of 5,000 sf for standard lots, 2,250 sf for twinhome lots, and 1,800 sf for townhouse lots within the NB Zoning District. Additionally, all of the proposed lots meet the minimum lot width of 50 ft for standard lots, 25 feet for twinhome lots, and 18 feet for townhouse lots.

13. Water service is proposed to be extended via an existing water main that is located Third Street. A new water main will be looped around the private street in order to serve all of the proposed lots.

14. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 14 lots could be reasonably anticipated to use approximately 1.31 million gallons of water per year (14 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.31 M gallons/year).

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

16. Sanitary sewer currently exists within Third Street, as well as Mountain View Road. A new main will be constructed within the center of the private street and extended through a 10-foot-wide sewer easement between Lots 5 and 6 to the existing main in Mountain View Road.

17. 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.

18. Storm Sewer will be conveyed through a new main in the private street that ultimately is conveyed to the stormwater detention ponds within Harvest Hills 1st Addition. There is a proposed swale shown on the east side of the park property along Mountain View Road. Engineering is recommending that the applicant relocate the stormwater facility outside of the park property.

19. The subject property is located adjacent to Third Street to the south which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat. Third Street has also been widened near the intersection of Third Street and Mountain View Road to accommodate a left turn lane.

20. The proposed private street which loops through the development is proposed to be a 20-foot paved width with curb and a 4-foot sidewalk on one side of the street. This proposed street meets the City's standard for private streets and there will be no on-street parking, but the applicant has provided 9 angled parking spaces within the center open space island.

21. The applicant has previously dedicated two parkland tracts within Harvest Hills 1st Addition which has satisfied the parkland dedication requirement for the subject property. Since the zoning designation is remaining the same, there is no change in the parkland dedication requirement.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Neighborhood Business (NB) Zoning District, including lot area, dimensions and other relevant provisions. The applicant is concurrently proposing a Planned Unit Development (PUD) to allow the private street access, a reduction in certain setback requirements, and the elimination of the Type A landscape buffer for the proposed residential portion of the project. The proposed preliminary plat is also 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.

2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the underlying Comprehensive Plan land use designation of Suburban Commercial. and provides for the logical and orderly development and extension of the City's street system. The proposed project is in close proximity to higher-density residential development and is at the intersection of Third Street which is designated as a collector and Mountain View Road which is designated as a minor arterial.

3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Third Street which is designated as a collector street. Water and Sewer connections are currently extended to the subject property and the Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.

4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of a private street which affords sufficient emergency services access and the project will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the 2.16-acre parcel located at 1606 E Third Street with the following two conditions:

1. The stormwater runoff control facility design shall be evaluated to verify that there will be zero net increase in the rate of stormwater runoff from the development as a result of design changes.
2. The proposed stormwater swale running north to south along the east side of the parkland parcel shall be relocated so that it will not be on property previously dedicated as parkland for the development.
3. The Type A Landscape Buffer shall only be required along the west and south property lines of the 17,905 square foot Neighborhood Business lot, and no other lots within the subdivision shall be required to install a Type A Landscape Buffer.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 17th day of May, 2021.

Bill Lambert, Mayor

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Harvest Hills Second Addition Development Agreement - Bill Belknap

RESPONSIBLE STAFF	REVIEWED BY
Todd Drage	This was reviewed by the Public Works/Finance Committee on August 23, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	n/a

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property at the current eastern end of Third Street and, the Harvest Hills First Addition Subdivision. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be presented for City Council approval on September 7th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

STAFF RECOMMENDATION

Approve the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills 2nd-DEVELOPMENT AGREEMENT-2021_final

DEVELOPMENT AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION
AND CITY OF MOSCOW, IDAHO

THIS DEVELOPMENT AGREEMENT BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2021, by and between Harvest Hills Development Corporation, whose address is PO Box 8986, Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Harvest Hills 2nd Addition subdivision to the City of Moscow, Latah County, Idaho; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Harvest Hills 2nd within the City of Moscow, Latah County, Idaho, more particularly described as follows:

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, more particularly described as follows:

Commencing at the southwest corner of Section 9, thence along the westerly line of Section 9, N0°17'01"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the north line of said South Half; S89°30'25"E, 573.94 feet to the northeast corner of Harvest Hills First Addition and the Point of Beginning:

Thence continuing along said north line the following three courses:

Thence S89°30'25"E, 971.91 feet to the west right-of-way line of Janson Street;

Thence S89°30'25"E, 50.00 feet to the east right-of-way line of Janson Street;

Thence S89°30'25"E, 538.16 feet;

Thence leaving said north line, N0°12'44"W, 157.00 feet to the southwest corner of Lot 5, Block 2 of Moser Estates Third Addition;

Thence along the south line of Moser Estates Third Addition, S89°32'04"E, 508.66 feet to the southeast corner of said Addition and the east line of the North Half of the Southwest Quarter of Section 9;

Thence along said east line, S0°43'42"W, 157.23 feet to the northeast corner of the South Half of the Southwest Quarter of Section 9;

Thence along the east line of the South Half of the Southwest Quarter of Section 9, S0°19'35"W, 329.39 feet;

Thence leaving said east line, S89°33'13"W, 291.71 feet to the northeast corner of Rolling Hills Addition No. 8;

Thence along the north line of Rolling Hills Addition No. 8 the following three courses:

Thence N89°33'13"W, 803.96 feet to the northeasterly right-of-way line of Third Street;

Thence N89°33'13"W, 87.41 feet to the southeasterly right-of-way line of Third Street;

Thence N89°33'13"W, 153.16 feet to the northeast corner of Rolling Hills Addition No. 6

Thence along the north line of Rolling Hills Addition No. 6, N89°33'13"W, 672.01 feet to the southeast corner of Harvest Hills First Addition;

Thence along the easterly boundary of Harvest Hills First Addition the following five courses:

Thence N0°29’33”E, 143.52 feet to the south right-of-way line of Third Street;
Thence N0°29’33”E, 70.00 feet to the north right-of-way line of Third Street;
Thence continuing along said easterly boundary and along said north right-of-way line the following two courses:

Thence N89°30’25”W, 37.69 feet;
Thence 14.97 feet along a curve to the left, having a Delta = 3°00’35”, Radius = 285.00 feet, Chord = 14.97 feet and a Chord Bearing = S88°59’17”W;

Thence Continuing along said easterly boundary and leaving said north right-of-way line N2°31’01”W, 118.07 feet to the Point of Beginning.

Parcel Contains 17.20 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER’s expense, within the subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

DEVELOPER shall also make public improvements outside of the subdivision, at DEVELOPER’s expense, to construct Janson Street from its current terminus at the intersection of Janson Street and Damon Street to the proposed Janson Street extent at the north line of the Harvest Hills 2nd Addition Subdivision between Lot 1, Block 3, and Lot 14, Block 1 (as shown on “Exhibit A”). Required improvements to said portion of Janson Street shall include public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to, water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM.

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

A. Until all public improvements have been completed and accepted by CITY; and

B. Until the warranty period for public improvements has expired; and

C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

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

A. Payment of all applicable developmental fees required and assessed by CITY; and

B. CITY has determined that the construction of all required public improvements is complete <u>or</u> after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and

C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and

B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and

C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and

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

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the

development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

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

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

VIII. WARRANTY.

A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).

B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be

furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.

D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.

E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

Prior to construction of the Subdivision, to satisfy the requirements of Moscow City Code Section 5-l-5 (F), DEVELOPER agrees to voluntarily dedicate as parkland for the Harvest Hills Second Addition Subdivision in the City of Moscow, Idaho as shown on the plat attached as Exhibit "A", the 19,083 square foot of the cul-de-sac park area at the end of Amber Court, and, a 10-foot wide pedestrian right-of-way totaling 1,525 square feet, which connects the cul-de-sac park area to the City's existing Moser Park.

X. PHASING.

No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

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

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER	CITY
Harvest Hills Development Corp. PO Box 8986 Moscow, ID 83843 Phone: (619) 520-8753	City of Moscow, Idaho Bill Lambert, Mayor P O Box 9203 Moscow, ID 83843 Phone: (208) 883-7000 Facsimile: (208) 883-7018

XIX. UNDERSTANDING.

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

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

DEVELOPER:

Harvest Hills Development Corporation

_____

Phil Rheingans , President

CITY:

City of Moscow, Idaho

_____

Bill Lambert, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

STATE OF_____)
) ss:
COUNTY OF_____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans known to me to be the authorized representative of the affected property.

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

_____

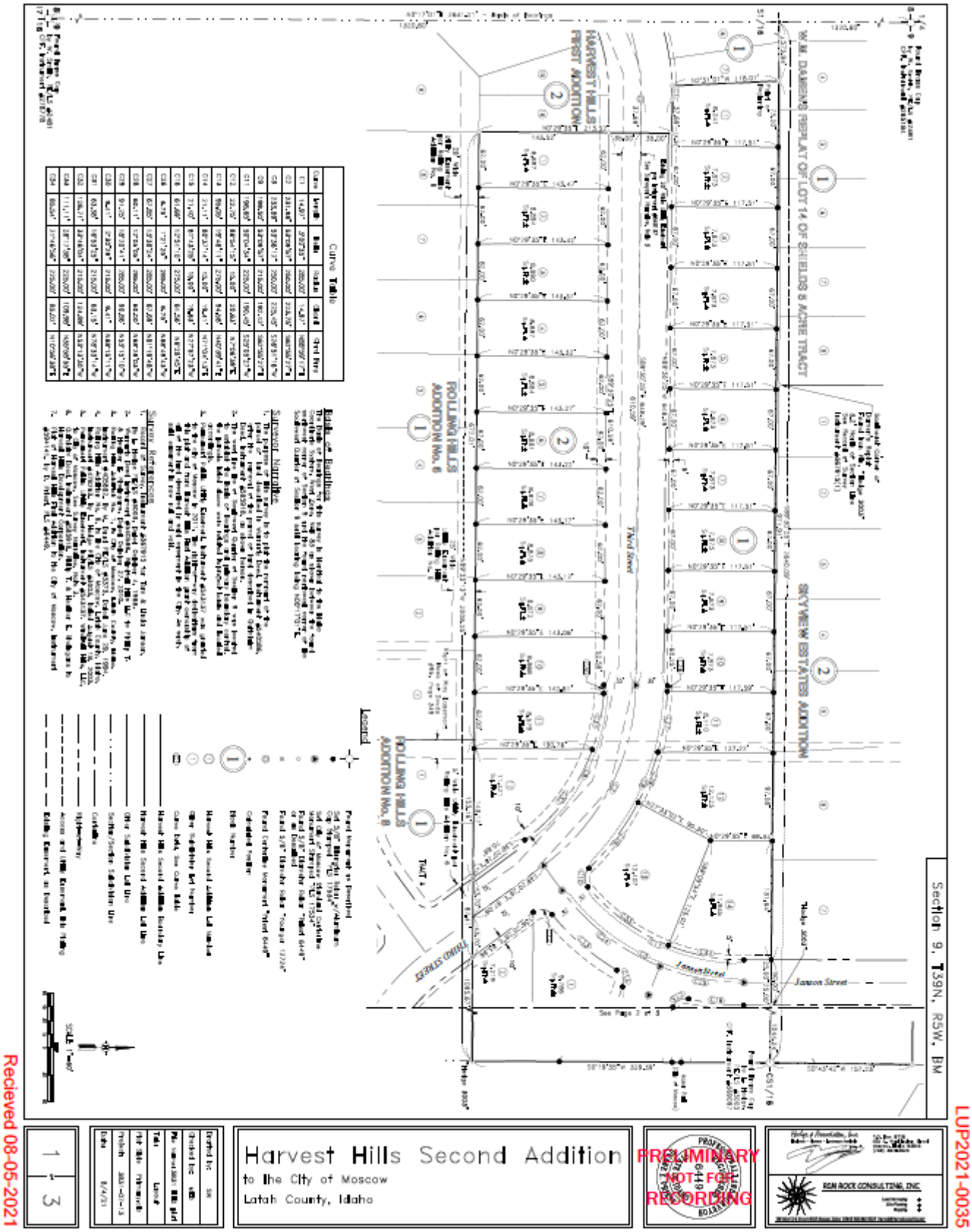
(seal)

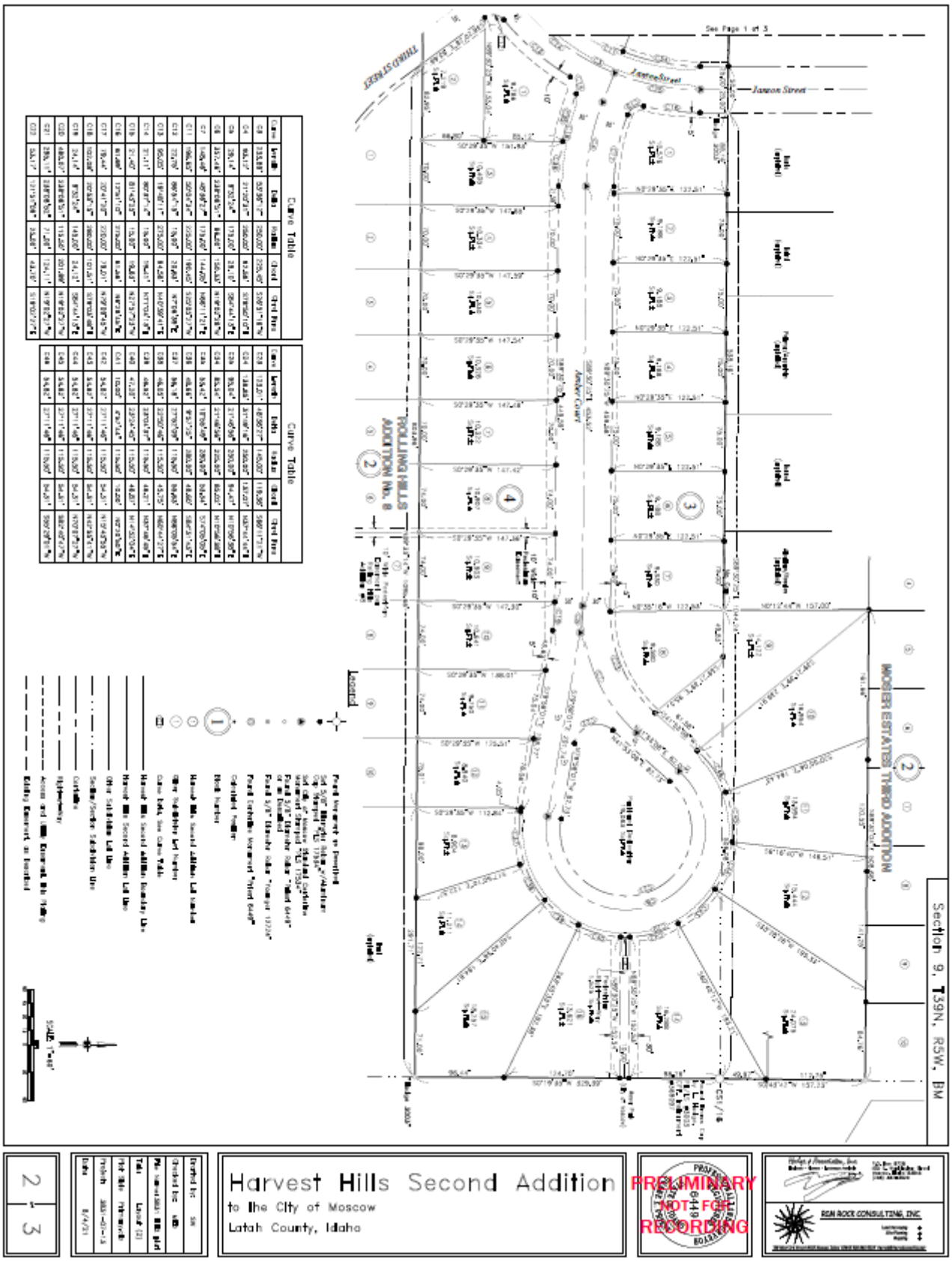
NOTARY PUBLIC_____

Residing at_____

My Commission _____

Exhibit "A"


Harvest Hills Second Addition
to the City of Moscow
Latah County, Idaho
PRELIMINARY
NOT FOR
RECORDING
Section 9, T39N, R5W, BM
W.M. DABBS'S REPLAT OF LOT 14 OF SHIELDS 8 ACRE TRACT
SKYVIEW ESTATES ADDITION
HARVEST HILLS FIRST ADDITION
ROLLING HILLS ADDITION No. 8
Third Street
Jenson Street
RON ROCK CONSULTING, INC.
Recieved 08-05-2021
LUP2021-0035


Harvest Hills Second Addition
to the City of Moscow
Latah County, Idaho
PRELIMINARY
NOT FOR
RECORDING
RON ROCK CONSULTING, INC.
MOSER ESTATES THIRD ADDITION
ROLLING HILLS ADDITION No. 8
Section 9, T39N, R5W, BM
Curve Table
Curve Table
Recieved 08-05-2021
LUP2021-0035

LUP2021-0035

Section 9, T39N, R5W, BM

LEGAL DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, more particularly described as follows:

Commencing at the northwest corner of Section 9; thence along the westerly line of Section 9, N01°13'31"E, 1320.83 feet to the southwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the south line of said South Half, S89°50'25"E, 57.24 feet to the northwest corner of Harvest Hills Plat A Addition and the Point of Beginning

Thence continuing along said south line the following three courses:
Thence S89°50'25"E, 87.41 feet to the south right-of-way line of Jason Street;
Thence S89°50'25"E, 30.00 feet to the east right-of-way line of Jason Street;
Thence S89°50'25"E, 199.16 feet;
Thence leaving said south line, N01°13'47"E, 137.00 feet to the southwest corner of Lot 5, Block 2 of Young Estates Third Addition;
Thence along the south line of Young Estates Third Addition, S89°50'25"E, 330.00 feet to the southeast corner of said Addition and the east line of the West Half of the Southwest Quarter of Section 9;
Thence along said east line, S01°13'31"W, 130.23 feet to the northeast corner of the South Half of the Southwest Quarter of Section 9;
Thence along the east line of the South Half of the Southwest Quarter of Section 9, S01°13'31"W, 329.39 feet;
Thence leaving said east line, N89°50'25"W, 281.21 feet to the northeast corner of Hilltop Hills Addition No. 2;
Thence along the north line of Hilltop Hills Addition No. 2 the following three courses:
Thence N89°50'25"W, 330.00 feet to the northeasterly right-of-way line of Third Street;
Thence N89°50'25"W, 87.41 feet to the southeasterly right-of-way line of Third Street;
Thence N89°50'25"W, 133.16 feet to the northeast corner of Hilltop Hills Addition No. 1;
Thence along the north line of Hilltop Hills Addition No. 1, N89°50'25"W, 87.41 feet to the southeast corner of Harvest Hills Plat A Addition;
Thence along the eastern boundary of Harvest Hills Plat A Addition the following five courses:
Thence N01°09'35"E, 143.20 feet to the south right-of-way line of Third Street;
Thence N01°09'35"E, 30.00 feet to the north right-of-way line of Third Street;
Thence continuing along said eastern boundary and along said north right-of-way line the following two courses:
Thence N89°50'25"W, 37.09 feet;
Thence 14.87 feet along a curve to the left, having a Delta = 0°08'30", Radius = 100.00 feet, Chord = 14.87 feet and a Chord Bearing = N89°50'11"W;
Thence continuing along said eastern boundary and being said north right-of-way line N01°13'31"E, 110.00 feet to the Point of Beginning.

Parcel Contains 17.20 Acres

DEDICATION

Know all persons by these presents that Harvest Hills Development Corporation, owner of the land and portion described above, has caused said land to be subdivided and platted as shown hereon in an addition to the City of Moscow, Latah County, Idaho, to be known as Harvest Hills Second Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby granted for public utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. No water rights shall be with this plat and to relinquish to enter water rights, as defined under Idaho law, to the water under neighbor, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or cooperative water company, and the entities water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The easements shown hereon dedicate to serve to distribution to the public for public use the street and pedestrian right-of-ways and the Parkland Dedication for Park Land Purposes.

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

Harvest Hills Development Corporation
Bill Hodgins, President

ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of _____, 2021, before me, the undersigned Notary Public in and for the State of _____, personally appeared Bill Hodgins, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness whereof, I hereunto subscribed my hand and seal.

Notary Public _____

Residing in _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Michael D. Fabian, PLS of Moscow, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and Ada County, Idaho, and that the monuments have been installed and located as shown thereon.
The above monuments will be sufficient to enable the survey to be retraced in accordance with Idaho Code 50-1303, as of October 24, 2021, as indicated on the plat and approved by the City of Moscow.
Witness my hand and seal this _____ day of _____, 2021.

PRELIMINARY NOT FOR RECORDING

Michael D. Fabian, PLS of Moscow

APPROVALS

Moscow Planning and Zoning Commission
Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by order of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2021.

Chairman, Planning and Zoning Commission

Moscow City Council
Examined and approved by order of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____, 2021.
Dedication of all public streets, easements and parkland described on this plat is hereby accepted in accordance with Section 50-1314, Idaho Code.

Clerk _____ Mayor, City of Moscow _____

City Engineer, City of Moscow
Examined and approved by the City Engineer this _____ day of _____, 2021.

City Engineer, City of Moscow

Latah County Surveyor
Examined and approved by the Latah County Surveyor this _____ day of _____, 2021.

Latah County Surveyor

Latah County Treasurer
Hereby certify that fees and assessments on property shown hereon have been paid for 2017 and preceding years as of this _____ day of _____, 2021.

Latah County Treasurer

Latah Water and Sewer District Central Water District
Sanitary restrictions are removed in Idaho Code Title 50, Chapter 13 have been satisfied. Sanitary restrictions are to be imposed in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Latah Water and Sewer District Central Water District — Date _____
Senior Environmental Health Specialist

NO. _____
AT THE REQUEST OF

_____
DATE & TIME

_____ M.
RECORDING INSTRUMENT
LATAH COUNTY, IDAHO

FEE $ _____ BY _____

PRELIMINARY NOT FOR RECORDING

Harvest HillsSecond Addition
to the City of Moscow
Latah County, Idaho

Drafted by:	SM
Checked by:	MDF
File Name:	2021-01-13 HHS plat
Title	Sign
Plot Date	Friday, August 6, 2021
Particle	2021-01-13
Date	8/4/21

3 - 3

Recieved 08-05-2021

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Harvest Hills Second Addition Monumentation Agreement - Bill Belknap

RESPONSIBLE STAFF	REVIEWED BY
Todd Drage	n/a
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**
	n/a

DESCRIPTION

Phil Reingans, on behalf of Harvest Hills Development Corporation, has submitted to the City a final plat for the development of the property located east of Mountain View Road and the current eastern extent of Third Street. On May 17th, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Harvest Hills Second Addition and will be presented for City Council approval on September 7th. If the Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on August 23, 2021 and was recommended for approval.

STAFF RECOMMENDATION

Approve the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

PROPOSED ACTIONS

ACTION: Approve the monumentation agreement with Harvest Hills Development Corporation for Harvest Hills Second Addition.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Harvest Hills 2nd-MONUMENTATION AGREEMENT-2021_final

MONUMENTATION AGREEMENT
BETWEEN HARVEST HILLS DEVELOPMENT CORPORATION AND
CITY OF MOSCOW, IDAHO

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2021 by and between Harvest Hills Development Corporation, PO Box 8986, Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Harvest Hills 2nd Addition to the City of Moscow; and

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

WHEREAS, DEVELOPER desires to record the final plat of Harvest Hills 2nd Addition; and

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

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

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

1. PROPERTY AFFECTED: Property which is subject to this Agreement is described as Harvest Hills 2nd Addition to the City of Moscow (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference.

2. PROFESSIONAL LAND SURVEYOR: For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Michael E. Dahlin, Idaho PE/LS No.17534, of Rim Rock Consulting in Moscow, Idaho.

3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION: Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:

   A. The exterior monuments have been set;

   B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments

shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.

4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:

A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;

B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;

C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and

D. To furnish CITY with a cash deposit in the amount of Four Thousand Three Hundred Twenty Dollars ($4,320), which is equal to the one hundred twenty percent (120%) of the Three Thousand Six Hundred Dollars ($3,600) estimated by Surveyor to set Subdivision interior monuments.

5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Four Thousand Three Hundred Twenty Dollars ($4,320) has been deposited with CITY as required by Section 4. D. of this Agreement.

6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.

7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.

9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.

10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

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

Developers

_____
Harvest Hills Development Corp.

City of Moscow:

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Phil Rheingans , authorized representative of the affected property.

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

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

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Harvest Hills 2nd Addition Final Plat - Mike Ray

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

DESCRIPTION

On May 17, 2021, Moscow City Council approved the Harvest Hills 2nd Addition preliminary plat with no conditions. On August 4, 2021, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on August 11, 2021 and recommended approval to City Council.

STAFF RECOMMENDATION

Approve the Harvest Hills 2nd Addition Final Plat.

PROPOSED ACTIONS

ACTION: Approve the Harvest Hills 2nd Addition Final Plat.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Council Final Plat Memo
2. Packet
3. Council Minutes and RCS

City of Moscow
Community Planning and Design

Memo

To: City Council

From: Mike Ray, AICP - Planning Manager

Date: August 30, 2021

Re: Harvest Hills 2nd Addition Final Plat Review

The Planning & Zoning Commission conducted a public hearing on April 28, 2021 to consider the request of Phil Rheingans for a preliminary subdivision plat for a 17.2-acre area of land located east of the intersection of Third Street and Mountain View Road referred to as Harvest Hills 2nd Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with no conditions.

City Council then conducted a public hearing on May 17, 2021 and approved the Harvest Hills 2nd Addition preliminary plat with no conditions.

On August 4, 2021 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat for conformance with City and State Code requirements and found it to be in conformance. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on August 11, 2021 and recommended approval to City Council.

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

For City Use Only			
	Date Received		
Dept	Fee Type	Fees	Paid
CD	Final Review	$425 plus $27/lot	
	Receipt Number		

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:
Name: Phil Rheingans Telephone: 619-520-8753
Complete Address: PO Box 8986 Mosocw, ID 83843
E-Mail: _____ Fax: _____

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

ENGINEER/SURVEYOR:
Name: Scott Becker Telephone: 208-882-3520
Complete Address: 405 S Washington St Moscow, ID 83843
E-Mail: scottbecker@moscow.com Fax: _____

Primary point of contact (select one): Applicant X Owner_____ Engineer/Surveyor_____

PROPERTY:
1. Proposed Subdivision Name: Harvest Hills- 2nd Addition
2. Address(as) or Parcel Number(s): 3rd St and Mountain View Rd
3. Gross area of all land involved: +/- 17.2 acres, and/or _____ sq.
4. Total Net Area of land area exclusive of proposed or existing public street and other public lands: +/- 4.67 acres, and/or _____ square feet.
5. Total number of lots: 56 Average lot size: +/- 10,742 sq ft

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

Recieved 08-05-2021

FINAL PLAT CHECKLIST:

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

x 1. Name of subdivision and its location by section, township, range, and county, with drawing scale, date of submission, and north arrow.

x 2. Name, address, phone number, registration number and seal of the professional land surveyor preparing the plat, and name of subdivider and owners of property being platted.

x 3. Boundary lines of property being platted including bearings, distances and curve data based on an accurate survey in the field closing within the tolerances prescribed by Idaho Code; lines of departure and owners of unplatted adjoining property; and lots, blocks and names of adjoining subdivisions. Adjoining subdivision lots shall be shown with dashed lines.

x 4. Names and widths of all proposed streets; bearings, distances, and curve data of all street centerlines; location, width, purpose, and dimensions of easements; location and description of all property being dedicated for public use. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.

x 5. Location, name, and widths of adjacent street rights-of-way, the location and width of adjacent public easements, and the location and purpose of any adjacent property previously dedicated for public use.

x 6. Lots and blocks with lots numbered consecutively within each block; bearings, distances, and curve data for each lot; the square footage of lots less than one acre in size or acreage of lots one acre or greater. Blocks shall be labeled consecutively. All curves shall be described by central angle, radius, arc length, and chord bearing and distance.

x 7. Location and description of all monuments, including found monuments. If interior monuments are not set at the time the plat is recorded (as allowed by Idaho Code), include a statement indicating the date which they shall be set. Said date shall be approved by the City Engineer.

x 8. Basis of bearing used to determine bearings shown on plat.

x 9. Point of beginning of the subdivision with ties to the point of beginning from a minimum of two established corners of the Public Land Survey System (PLSS) in one or more of the sections containing the subdivision. List the recording numbers of the corner perpetuation and filing forms of the PLSS monuments. List horizontal coordinates for each PLSS monument and the point of beginning based on the Idaho Coordinate System West Zone. All coordinates values shall be grid coordinates based on the North American Datum of 1983 (NAD83) and specified as such.

x 10. Street centerline monuments at each intersection, point of curvature, and point of tangency. Street monuments shall be constructed in accordance with City of Moscow standard specifications for street monuments. All other monuments shall be as prescribed by Idaho Code.

x 11. Signed certificate by the owners of the land containing a correct legal description of the land, with the statement containing their intentions to include the same in the plat, and make a dedication of all public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

Recieved 08-05-2021

x 12. Signed certificate by the land surveyor, stating that the plat is correct and accurate, the land survey of the platted property was performed by him/her or under his/her direct supervision, the monuments indicated on the plat have been located as described, and the surveying and platting was done in accordance with Idaho Code. The statement shall be accompanied by the seal of the registered professional land surveyor, signed and dated. The surveyor shall in every case have a valid certificate of registration with the Idaho Board of Registration of Professional Engineers and Professional Land Surveyors.

x 13. Signed certificate by the City of Moscow Planning and Zoning Commission with date of approval.

x 14. Certificate stating that the City Council has approved the plat and accepts all public dedications as shown thereon. The certificate shall be signed by the Mayor and attested to by the City Clerk.

x 15. Certificate by the City Engineer that the plat conforms to the requirements of Title 50, Chapter 13, Idaho Code, and with the requirements of this chapter.

x 16. Signed certification by the subdivider stating the City of Moscow has agreed in writing to supply water to all the lots in the subdivision from the municipal water system.

x 17. Certificate signed and sealed by the Latah County Surveyor stating the plat and computations have been checked and the plat meets the requirements of Title 50, Chapter 13, Idaho Code.

x 18. Certificate of satisfaction of the sanitary restrictions, to be endorsed by the Latah County Recorder at the time of filing if the sanitary restrictions have been satisfied according to Idaho Code, Section 50-1326.

x 19. Certificate that taxes have been paid to date on the property to be signed by the Latah County Treasurer at the time of filing.

x 20. Certificate of recording, to be signed by the Latah County Recorder at the time of filing.

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

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

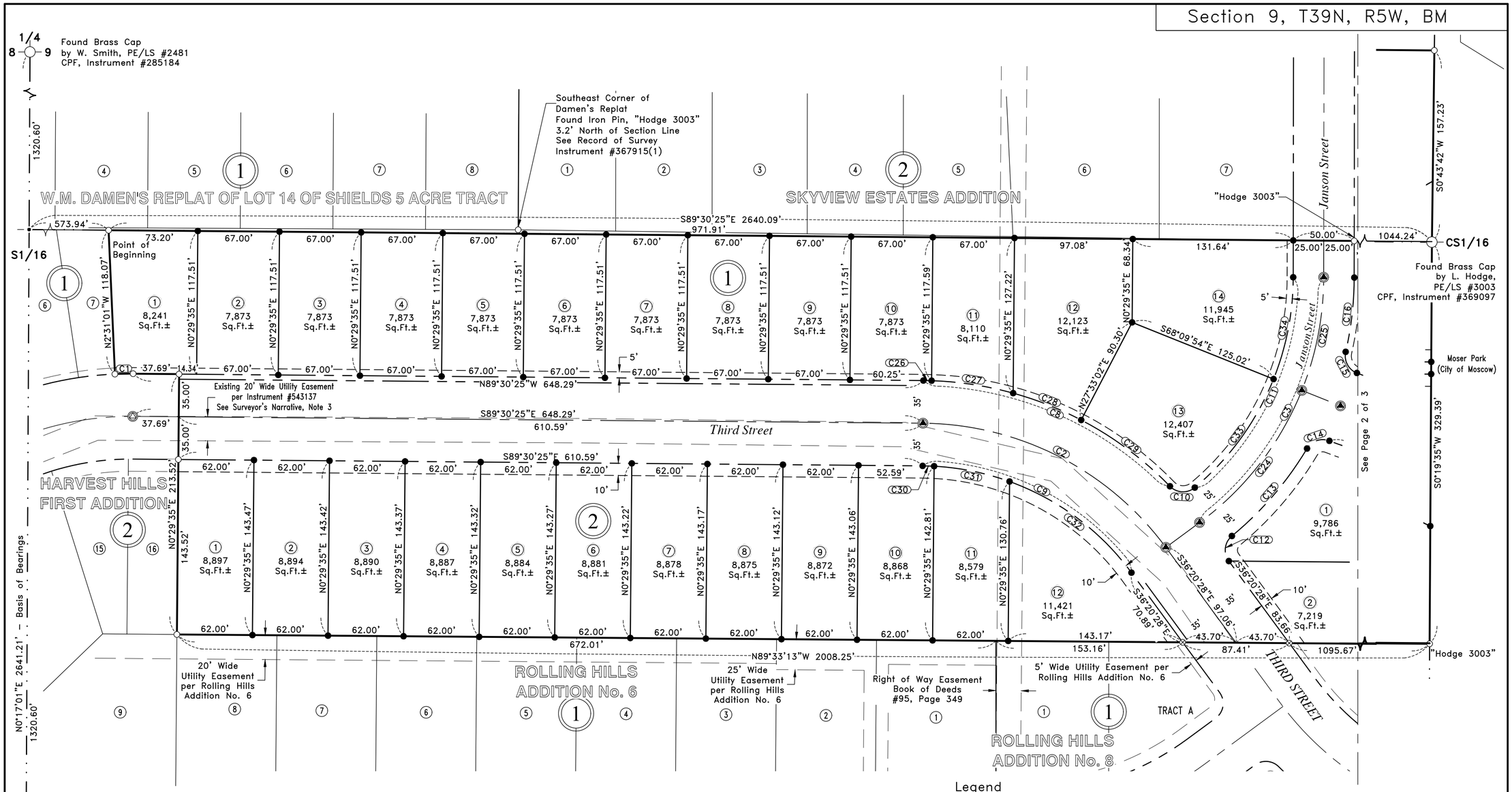
I understand this information is a public record and may be posted to a public website.

Applicant's Signature — Date: 8-2-21

Property Owner's Signature (if different) — Date

Recieved 08-05-2021

Section 9, T39N, R5W, BM



Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	14.97'	3°00'35"	285.00'	14.97'	N88°59'17"E
C2	231.98'	53°09'57"	250.00'	223.75'	S62°55'27"E
C3	233.89'	53°36'12"	250.00'	225.45'	S26°51'16"W
C9	199.50'	53°09'57"	215.00'	192.42'	S62°55'27"E
C11	196.65'	50°04'34"	225.00'	190.45'	S25°05'27"W
C12	22.75'	86°54'15"	15.00'	20.63'	N7°06'39"E
C13	95.05'	19°48'11"	275.00'	94.58'	N40°39'41"E
C14	21.11'	80°37'14"	15.00'	19.41'	N71°04'13"E
C15	21.40'	81°43'25"	15.00'	19.63'	N27°57'23"W
C16	61.69'	12°51'10"	275.00'	61.56'	N6°28'45"E
C26	6.75'	1°21'25"	285.00'	6.75'	N88°49'43"W
C27	67.85'	13°38'24"	285.00'	67.69'	N81°19'48"W
C28	60.11'	12°05'05"	285.00'	60.00'	N68°28'03"W
C29	91.25'	18°20'41"	285.00'	90.86'	N53°15'10"W
C30	9.41'	2°30'29"	215.00'	9.41'	N88°15'11"W
C31	63.38'	16°53'25"	215.00'	63.15'	N78°33'14"W
C32	126.71'	33°46'04"	215.00'	124.89'	N53°13'30"W
C33	111.11'	28°17'38"	225.00'	109.98'	N35°58'55"E
C34	85.54'	21°46'56"	225.00'	85.02'	N10°56'38"E

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southwest corner of Section 9 and the found northwest corner of the Southwest Quarter of Section 9 said bearing being N00°17'01"E.

Surveyor Narrative

1. The purpose of this survey is to plat the remnant of the parcel of land described in Warranty Deed, Instrument #540586, after the removal of the parcel of land described in Quitclaim Deed, Instrument #585918, as shown hereon.
2. The west line the of Southwest Quarter of Section 9 was located to establish the Basis of Bearings and primary boundary control. the parcels listed above were rotated to project basis and located accordingly.
3. Permanent Public Utility Easement, Instrument #543137 was granted to the city of Moscow in 2011. The right-of-way dedications from this plat and from Harvest Hills First Addition grant ownership of all of the land described in said easement to the City. As such, said easement is now null and void.

Survey References

1. Record of Survey, Instrument #367915 for Tom & Linda Janson, By L. Hodge PE/LS #3003, Dated October 4, 1988.
2. Warranty Deed Instrument #540586, Windfall Hills LLC to Phillip T. & Heather E. Rheingans, Dated October 27, 2010.
3. Rolling Hills Addition No. 1, to City of Moscow, Latah County, Idaho. Instrument #405882. By M. Daud PE/LS #3373, Dated June 29, 1994.
4. Rolling Hills Addition No. 6, to the City of Moscow, Latah County, Idaho. Instrument #478263. By L. Hodge PE/LS #3003, Dated August 18, 2003.
5. Permanent Public Utility Easement, Instrument #543137. Windfall Hills, LLC, to City of Moscow, See Survey Narrative, Note 3.
6. Quitclaim Deed, Instrument #585918, Philip T. & Heather E. Rheingans to Harvest Hills Development Corporation.
7. Plat of Harvest Hills First Addition to the City of Moscow, Instrument #594141, by D. Priest, PLS #6449.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Set City of Moscow Standard Centerline Monument Stamped "PLS 17534"
- Found 5/8" Diameter Rebar "Priest 6449" or as Described
- Found 5/8" Diameter Rebar "Younger 12724"
- Found Centerline Monument "Priest 6449"
- Calculated Position
- Block Number
- Harvest Hills Second Addition Lot Number
- Other Subdivision Lot Number
- Curve Data, See Curve Table
- Harvest Hills Second Addition Boundary Line
- Harvest Hills Second Addition Lot Line
- Other Subdivision Lot Line
- Section/Section Subdivision Line
- Centerline
- Right-of-Way
- Access and Utility Easement, this Plating
- Existing Easement, as Described

SCALE: 1"=60'

FEET 60 45 30 15 0 30 60

Hodge & Associates, Inc. Engineers • Planners • Surveyors
P.O. Box 8728 Moscow, Idaho 83843 (208) 882-3520
1335 West 3rd Street Moscow, Idaho 83843
RIM ROCK CONSULTING, INC.
Land Surveying Site Planning Mapping
1335 West 3rd Street 97102 Moscow, Idaho 208-883-5339 - mercedes@rimrockconsulting.net

PROFESSIONAL LAND SURVEYOR REGISTERED 6449 STATE OF IDAHO DUANE E. PRIEST

PRELIMINARY NOT FOR RECORDING

Harvest Hills Second Addition

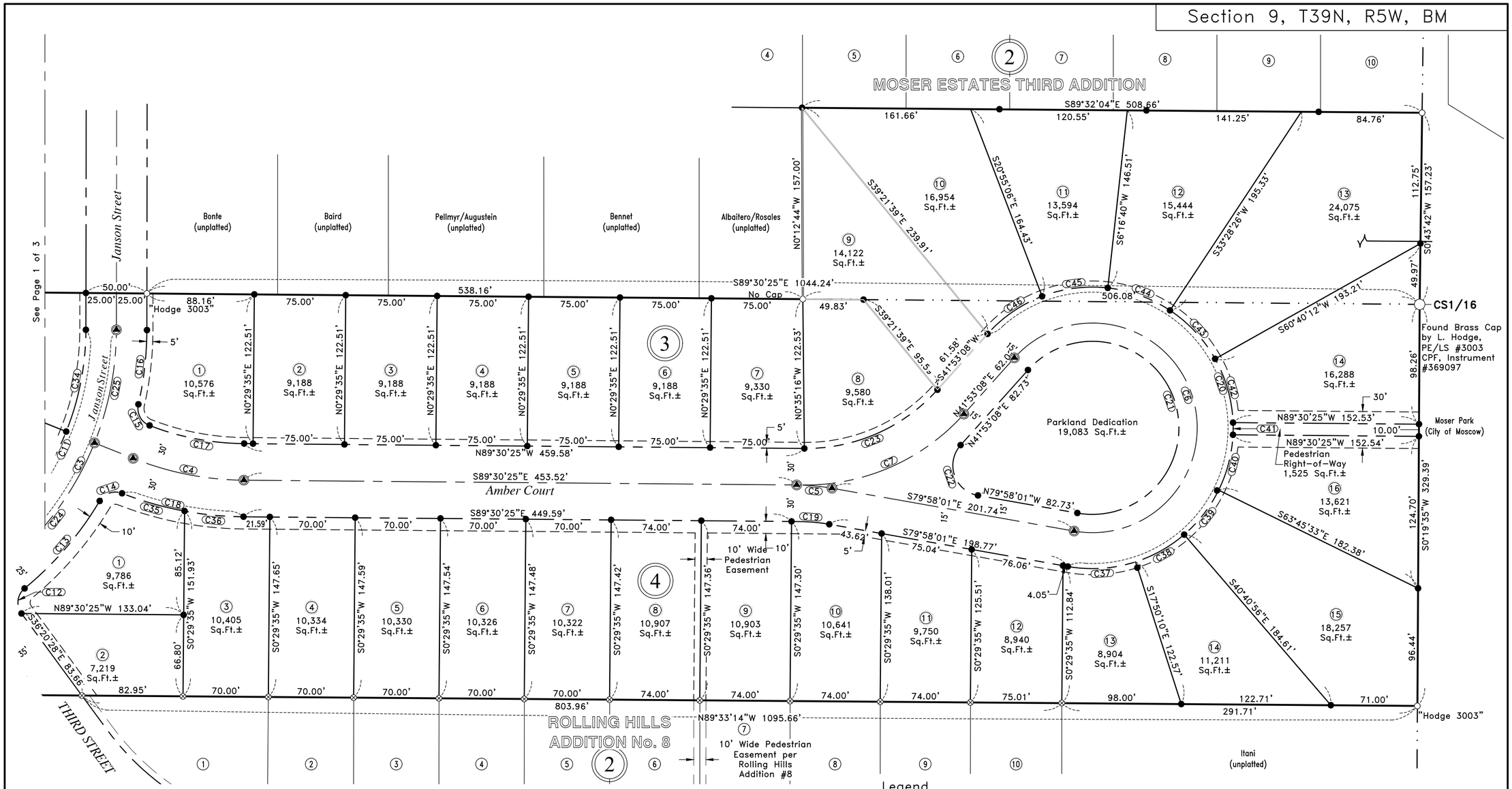
to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	3831 HH2 plat
Tab:	Layout
Plot Style	Primary.ctb
Project:	3831-07-13
Date:	8/4/21

Recieved 08-05-2021

LUP2021-0035

Section 9, T39N, R5W, BM



Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Set City of Moscow Standard Centerline Monument Stamped "PLS 17534"
- Found 5/8" Diameter Rebar "Priest 6449" or as Described
- Found 5/8" Diameter Rebar "Younger 12724"
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- Centerline
- Right-of-Way
- Access and Utility Easement, this Plating
- Existing Easement, as Described

SCALE: 1"=60'

FEET 60 45 30 15 0 30 60

Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C3	233.89'	53°36'12"	250.00'	225.45'	S26°51'16"W
C4	93.12'	21°20'31"	250.00'	92.58'	S78°50'10"E
C5	29.14'	9°32'24"	175.00'	29.10'	S84°44'13"E
C6	357.46'	238°08'51"	86.00'	150.33'	N19°02'28"W
C7	148.46'	48°36'27"	175.00'	144.05'	N66°11'21"E
C11	196.65'	50°04'34"	225.00'	190.45'	S25°05'27"W
C12	22.75'	86°54'15"	15.00'	20.63'	N7°06'39"E
C13	95.05'	19°48'11"	275.00'	94.58'	N40°39'41"E
C14	21.11'	80°37'14"	15.00'	19.41'	N71°04'13"E
C15	21.40'	81°43'25"	15.00'	19.63'	N27°57'23"W
C16	61.69'	12°51'10"	275.00'	61.56'	N6°28'45"E
C17	79.44'	20°41'20"	220.00'	79.01'	N79°09'45"W
C18	102.08'	20°53'15"	280.00'	101.51'	S79°03'48"E
C19	24.14'	9°32'24"	145.00'	24.12'	S84°44'13"E
C20	480.07'	238°08'51"	115.50'	201.89'	N19°02'27"W
C21	295.11'	238°08'52"	71.00'	124.11'	N19°02'27"W
C22	53.17'	121°51'09"	25.00'	43.70'	S19°02'27"E

Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C23	123.01'	48°36'27"	145.00'	119.36'	S66°11'21"W
C24	138.85'	31°49'16"	250.00'	137.07'	N37°44'44"E
C25	95.04'	21°46'56"	250.00'	94.47'	N10°56'38"E
C34	85.54'	21°46'56"	225.00'	85.02'	N10°56'38"E
C35	53.42'	10°55'49"	280.00'	53.34'	S74°05'05"E
C36	48.66'	9°57'25"	280.00'	48.60'	S84°31'43"E
C37	56.18'	27°52'09"	115.50'	55.63'	N86°05'54"E
C38	46.05'	22°50'46"	115.50'	45.75'	N60°44'27"E
C39	46.52'	23°04'37"	115.50'	46.21'	N37°46'45"E
C40	47.20'	23°24'45"	115.50'	46.87'	N14°32'04"E
C41	10.00'	4°57'44"	115.50'	10.00'	N0°20'50"E
C42	54.82'	27°11'46"	115.50'	54.31'	N15°43'55"W
C43	54.82'	27°11'46"	115.50'	54.31'	N42°55'41"W
C44	54.82'	27°11'46"	115.50'	54.31'	N70°07'27"W
C45	54.82'	27°11'46"	115.50'	54.31'	S82°40'47"W
C46	54.82'	27°11'46"	115.50'	54.31'	S55°29'01"W

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PROFESSIONAL LAND SURVEYOR REGISTERED 6449 STATE OF IDAHO DUANE E. PRIEST

PRELIMINARY NOT FOR RECORDING

Harvest Hills Second Addition

to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	3831 HH2 plat
Tab:	Layout (2)
Plot Style	Primary.ctb
Project:	3831-07-13
Date:	8/4/21

Recieved 08-05-2021

Section 9, T39N, R5W, BM

LEGAL DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, more particularly described as follows:

Commencing at the southwest corner of Section 9, thence along the westerly line of Section 9, N0°17'01"E, 1320.60 feet, to the northwest corner of the South Half of the Southwest Quarter of Section 9; Thence along the north line of said South Half, S89°30'25"E, 573.94 feet to the northeast corner of Harvest Hills First Addition and the **Point of Beginning;**

Thence continuing along said north line the following three courses:
- Thence S89°30'25"E, 971.91 feet to the west right-of-way line of Janson Street;
- Thence S89°30'25"E, 50.00 feet to the east right-of-way line of Janson Street;
- Thence S89°30'25"E, 538.16 feet;

Thence leaving said north line, N0°12'44"W, 157.00 feet to the southwest corner of Lot 5, Block 2 of Moser Estates Third Addition;
Thence along the south line of Moser Estates Third Addition, S89°32'04"E, 508.66 feet to the southeast corner of said Addition and the east line of the North Half of the Southwest Quarter of Section 9;
Thence along said east line, S0°43'42"W, 157.23 feet to the northeast corner of the South Half of the Southwest Quarter of Section 9;
Thence along the east line of the South Half of the Southwest Quarter of Section 9, S0°19'35"W, 329.39 feet;
Thence leaving said east line, N89°33'13"W, 291.71 feet to the northeast corner of Rolling Hills Addition No. 8;
Thence along the north line of Rolling Hills Addition No. 8 the following three courses:
- Thence N89°33'13"W, 803.96 feet to the northeasterly right-of-way line of Third Street;
- Thence N89°33'13"W, 87.41 feet to the southeasterly right-of-way line of Third Street;
- Thence N89°33'13"W, 153.16 feet to the northeast corner of Rolling Hills Addition No. 6;

Thence along the north line of Rolling Hills Addition No. 6, N89°33'13"W, 672.01 feet to the southeast corner of Harvest Hills First Addition;
Thence along the easterly boundary of Harvest Hills First Addition the following five courses:
- Thence N0°29'35"E, 143.52 feet to the south right-of-way line of Third Street;
- Thence N0°29'35"E, 70.00 feet to the north right-of-way line of Third Street;
- Thence continuing along said easterly boundary and along said north right-of-way line the following two courses:
  - Thence N89°30'25"W, 37.69 feet;
  - Thence 14.97 feet along a curve to the left, having a Delta = 3°00'35", Radius = 285.00 feet, Chord = 14.97 feet and a Chord Bearing = S88°59'17"W;

Thence continuing along said easterly boundary and leaving said north right-of-way line N2°31'01"W, 118.07 feet to the **Point of Beginning**.

Parcel Contains 17.20 Acres±

DEDICATION

Know all persons by these presents, that Harvest Hills Development Corporation, owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as Harvest Hills Second Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith declare to offer for dedication to the public for public use the street and pedestrian right-of-ways and the Parkland Dedication for Park Land Purposes.

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

_____
Harvest Hills Development Corporation
Phil Rheingans, President

ACKNOWLEDGMENT

State of_____

County of_____

On this_____day of_____2021, before me, the undersigned Notary Public in and for the State of_____, personally appeared Phil Rheingans, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____

Notary Public,_____

Residing in_____

My Commission Expires_____

SURVEYOR'S CERTIFICATE

I, Michael E. Dahlun, P.L.S. #17534, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon.
The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 8-01-2022, as referenced on the plat and approved by the City of Moscow.
Witness my hand and seal this_____day of_____2021.

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

PRELIMINARY NOT FOR RECORDING

_____
Michael E. Dahlin, PLS #17534

APPROVALS

Moscow Planning and Zoning Commision
Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this_____day of_____, 2021.

_____
Chairman, Planning and Zoning Commission

Moscow City Council
Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this_____day of_____2021.
Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

_____ _____
Clerk Mayor, City of Moscow

City Engineer, City of Moscow
Examined and approved by the City Engineer this_____day of_____2021.

_____
City Engineer, City of Moscow

Latah County Surveyor
Examined and approved by the Latah County Surveyor this_____day of_____2021.

_____
Latah County Surveyor

Latah County Treasurer
I hereby certify that taxes and assessments on property shown hereon have been paid for 2017 and preceding years as of this_____day of_____2021.

_____
Latah County Treasurer

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

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

NO._____
AT THE REQUEST OF:

_____
DATE & HOUR:

_____ M.
HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE $_____BY_____

Welden-Pfeifer Associates, Inc.
Engineers • Planners • Surveyors
P.O. Box 8728
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520
RIM ROCK CONSULTING, INC.
Land Surveying
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135 West 3rd Street #102 Moscow, Idaho 83843 208.883.5339 rimrock@rimrockconsulting.net

PRELIMINARY NOT FOR RECORDING

Harvest HillsSecond Addition
to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	3831 HH2 plat
Tab:	Sign
Plot Style	Primary.ctb
Project:	3831-07-13
Date:	8/4/21

Recieved 08-05-2021

Moscow City Council

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 17, 2021 | **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, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala
STAFF: Gary J. Riedner, Mia Bautista (virtual), Bill Belknap, Mike Ray, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Mayor Lambert led the Pledge of Allegiance.

PROCLAMATION - MEMORIAL DAY
Mayor Lambert read the Memorial Day proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council May 3, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for April 2021 - Sarah Banks

Staff presented the April 2021 Accounts Payable Report to Public Works / Finance Committee on May 10, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of April 2021.

C. Almon Asbury Alley Paving Bid Results and Contract Award - Bob Buvel

The Almon Asbury Alley Paving Project consists of grading and paving of the alley between Almon Street and Asbury Street from Third Street to Sixth Street. The project also includes the replacement of the existing sanitary sewer main prior to paving and expansion of storm water collection and conveyance system serving the alley. The City published an advertisement for bids on April 3rd and 10th, 2021 and the budget for construction in the Capital Improvement Plan is $293,000.00. Bids were opened on Tuesday, April 27, 2021. One responsive bid was received with a bid of $371,223.20 by J7 Contracting. A complete Bid Tabulation is included in the Council packet. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and the Committee recommended rejection of the bids.

ACTION: Reject all bids.

D. Third Street Undergrounding Bid Results and Contract Award - Nate Suhr

On April 17, 2021 the City of Moscow advertised for bid the Third Street Utility Undergrounding Project. This project consists of the installation of approximately 3,300 linear feet of 2" conduit, 4,460 linear feet of 4" conduit, 11 vault boxes and the various sweeps, couplings, and other fittings necessary to create a continuous, underground pathway for communications utilities on Third Street

between Jackson Street and Lieuallen Street. Completion of this project will allow the undergrounding of the overhead utilities and the removal of the utility poles on the corridor between Jackson Street and Lieuallen Street, removing obstructions and clearing the area for pedestrian facilities to come as part of the Third Street Local Highway Safety Improvement Project (LHSIP) that will begin construction later in the year. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the Base Bid and Additional Alternative from M & L Construction, Inc., award the contract in the amount of $270,653.00, and authorize staff approval for construction change orders in an amount not to exceed 10% ($27,065.30) of the contract amount.

E. Remand Decision Regarding the Appeal of Conditional Use Permit at 1400 E Seventh Street – Aimee Hennrich

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80' Wireless Communication Facility (WCF) that would accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment conducted a public hearing for the proposed conditional use on March 29, 2021, and subsequently voted to deny the CUP application. On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wished to appeal the Board of Adjustment's decision to City Council. On May 3, 2021, City Council considered the appeal during a public meeting and remanded the matter to the Zoning Board of Adjustment and directed staff to prepare a written decision based on the Council's action. The written decision was reviewed by the Administrative Committee on May 10, 2021 and recommended for approval.

ACTION: Approve the written decision.

F. Ghormley Pickleball Courts Project Bid Results and Contract Award - Nate Suhr

The 2021 Ghormley Pickleball Courts Project consists of the construction of HMA asphalt pickleball courts, including lighting, net post footings, surfacing, line painting, the construction of sidewalk, site amenities and landscape site work north of the Ghormley Park parking lot. An electronic bid solicitation for the Pickleball Court Project was issued in a Public bid solicitation on April 16, giving bidders two weeks to respond. The project was advertised with a Base Bid to install four (4) Pickleball courts to the West of the Ghormley Park bathrooms and a single Additional Alternative to remove a majority of the old tennis court to the South of the Softball fields and restore the area with topsoil and seed. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the Base Bid from Motley-Motley, Inc. and award the contract in the amount of $188,820.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount ($18,882.00).

G. Seventh to Sixth Street Sanitary Replacement Project Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on April 17th, 2021 for Seventh to Sixth Street Sanitary Replacement Project. The bid for the project includes the replacement of three hundred and eighty-three (383) linear feet of sanitary sewer pipe, two hundred and sixty-nine (269) linear feet of storm sewer pipe, seven hundred and seven (707) square yards of asphalt, four (4) storm catch basins, a storm manhole, and a sanitary manhole. This was reviewed by the Public Works/Finance Committee on May 10, 2021 and recommended for approval.

ACTION: Accept the low bid from Germer Construction, Inc. for Base Bid, award the contract in

the amount of $342,824.50, and authorize staff approval for construction change orders in an amount not to exceed 10% ($34,282.45) of the contract amount.

H. Gateway on Sixth Monumentation Agreement - Todd Drage

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property east of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on May 10, 2021 and was recommended for approval.

ACTION: Approve the monumentation agreement with J & S Holding Company LLC for Gateway on Sixth.

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

REGULAR AGENDA

2. COVID-19 Update and Request for Direction (ACTION ITEM) - Gary J. Riedner

On December 7, 2020, the City Council adopted Resolution 2020-27, extending the Mayor's Amended Pubic Health Emergency Order 20-03 (APHEO 20-03), to June 9, 2021, and adopting metrics to consider in making decisions regarding early termination of APHEO 20-03. At the time the Center for Disease Control (CDC) recommended that persons maintain at least 6 feet of social distance and facial coverings to prevent the spread of the COVID-19 virus, and Idaho Governor Brad Little had designated that Idaho was in a modified Stage 2 of the Idaho Rebounds Plan. City Council has been monitoring the status of the City of Moscow and Latah County, as well as the state of Idaho regarding the pandemic. On April 27, 2021, the CDC issued revised recommendations stating that fully vaccinated persons may engage in outdoor activities without facial coverings. On May 11, 2021, Governor Little moved the state of Idaho from Stage 3 to Stage 4 of the Idaho Rebounds Plan. On May 13, the CDC again revised its recommendations to state that fully vaccinated people may engage in both outdoor and indoor activities without facial coverings or staying 6 feet apart. Public Health-Idaho North Central District (PHINCD) has indicated that approximately 46% of Latah County residents are vaccinated. The seven-day moving average of newly diagnosed COVID-19 cases in Latah County has been averaging between 4-4.6. Washington State University has recessed to summer break, and the University of Idaho will do the same after graduations on May 15-16, 2021. Staff will provide an updated COVID-19 status report to Council, and has included a draft Resolution should City Council wish to take some action regarding termination of APHEO 20-03.

PROPOSED ACTIONS:

Receive COVID-19 status report update and consider the draft resolution, or provide staff further direction.

Riedner went through the metrics which included average cases per week of 4 on May 10 and 4.14 on May 17. The test results and hospitalizations metrics have also met for May 10 and 17. The Governor upgraded the State to Stage 4. Institutional partners supported removal of the Public Health Emergency if the Council desired to do so. Mayor Lambert stated he will not issue another emergency order with vaccines readily available. He strongly encouraged the Council to rescind the resolution.

Bettge stated last March Moscow was flying blind but think the Council did quite well. An email from Toni Broyles, University of Idaho stated Latah County's deaths per capita was the 3rd lowest in the State

of Idaho among the 44 counties. Only the state's two least populated counties in the 2019 census, Camas (pop 1,048) and Clark (pop 913) had a lower rate with zero deaths recorded. Latah's average deaths per capita was nearly 5 times lower than the average of Idaho's 25 largest counties. Latah County and Benton County in Oregon, home of Oregon State University, shared the lowest average COVID-19 deaths per capita, with both counties being nearly 5 times lower than the average deaths per capita of counties across the country with land grant universities.

Taruscio said it was a perfect storm of ugly at a national level. She doesn't want to look backwards but we can carry the lessons forward. She feels Moscow is better than the negativity and it took all of us to get where we are.

Sullivan felt the Council's actions were very consistent from the start and all based on recommendations based on scientific data. The new CDC recommendation of no mask if fully vaccinated conflicts with the Moscow emergency order which requires a mask for everyone.

Kelly felt Moscow did a good job as a whole and is in favor of moving along with the science. The more people vaccinated the more safe our community will be. She encouraged everyone to be kind to the businesses that want to continue to require masks.

Zabala said she is excited to be at a pivot point and feels the results are from vaccinations. She is eager to connect people to the resources to help make a decision on the vaccine and to help get the numbers lower every week.

Laflin said she is thrilled the evidence regarding the vaccine is positive and we are taking a new direction. She was disappointed there are still fights are airports and hopes the new recommendations will help mend fences. She is glad the science is moving along.

Bettge moved to terminate Resolution 2020-03 and replace with 2021-08. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. Staff Recognition Report - Gary J. Riedner

Riedner said there were three promotions with the retirement of Will Krasselt who was with the City of Moscow Police Department for 30 years. Anthony Dahlinger was promoted to Captain, Shane Gunderson to Sergeant, Brett Payne to Corporal.

4. Mayors Appointments (ACTION ITEM)

None offered.

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

Dan Schoenberg (Moscow) said he appreciates the termination of the emergency order. He had a lady and daughter come to town and look at an apartment and they were amazed how kind people were in Moscow. This last year, even though we didn't see fires and protests, Moscow had our own issues. Selective respect reigns true. He feels the Moscow community needs to accept everyone won't agree and needs to get back to looking after each other. Mayor Lambert said the entire United States was a mess. The pandemic was the enemy, not people. It is time to move forward. Sullivan agreed COVID has been difficult on every community. The report Bettge mentioned how well we have done, despite differences, we can agree it was hard but we did well and it can unite us. Mayor thanked the council for standing behind him with the emergency order.

Danny Bradley (Moscow) thanked the council for their decision. The community put their best foot forward but he felt the reason Latah County did so well was not because we did anything, it was because of the Lord being merciful to our community.

Carol Hughes (Moscow) applauded the Mayor and Council for the job they did during the pandemic. She feels it is naive to think those who refused to wear masks and who boldly said they would not be vaccinated, is not easily forgotten. She has lived here more than five decades and never loved a place more. She has been part of community by contributing in every way possible but truly concerned of what she feels now. She read the vision of Moscow from the Comprehensive Plan which says it creates a quality of place. Moscow has worked together to create a community and has been in favor of all the change but is not in favor of being left out of the procedure.

Walter Hesford (Moscow) spoke on approving new developments and how relates to older neighborhoods.

Jean Elliott (Moscow) asked about commenting on water rights. Mayor Lambert said during the public hearing if specific to a development.

6. Public Hearing: Harvest Hills Planned Unit Development and Replat of Lot 1, Block 1 of Harvest Hills 1st Addition (ACTION ITEM) - Mike Ray

The applicant, Phil Rheingans, is proposing a Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed PUD with no conditions and recommended approval of the preliminary plat with two (2) conditions.

PROPOSED ACTIONS:

After conducting the public hearing and upon consideration of testimony received:

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

Ray introduced the item as written above and gave a background of the property which began in 2013. The neighborhood was described including information on flood plain, Comprehensive Plan designation and the zoning designation of Neighborhood Business. Illustrations of the plat, lots, and houses were presented. The applicant is requesting a reduction in exterior side yard setbacks and Third Street side due to the tightness of a few lots. A 10-foot-wide Type A landscape buffer is typically required along the exterior property lines of NB Zoned property when adjacent to property zoned R-2 or R-3. Since the proposed use of the twinhomes and townhouses is residential and similar to the surrounding land uses, staff is recommending that a Type A buffer not be required except for the 17,905 square foot parcel which will be developed with a commercial component. The 9 parking spaces in the PUD are for the residents, such as visitor parking. Should stormwater runoff increase, the depth of the pond would need to be increased. Staff doesn’t have and concern about the reduction of the exterior side yard setback.

Mayor Lambert opened the public hearing at 7:56 p.m.

Scott Becker (Hodge and Associates) represents the applicant. He analyzed the stormwater detention pond and it is sufficient for the entire development. The swale isn't necessary but thought it would provide another level for stormwater and snow removal if a parking lot is built for the commercial lot.

Mayor Lambert asked for testimony in favor of the application.

Phil Rheingans (applicant) explained the setbacks are there to balance design parameters on the difficult lots and allow the houses to fit on the pie-shaped lots. By developing the area, there should be improvement for runoff as the proposed berm will differ the water to the detention pond.

Dan Schoenberg (Palouse Properties) said development of housing has a cascading impact on the community. The number of available housing units in Moscow for various demographics in the community and the affect it has on the overall housing is why he is in support of the development

Rusty Olps (Moscow) said there are different kinds of developments and this is a quality set of homes. He looks forward to what else Rheingans has to offer.

Mayor Lambert asked for testimony in opposition of the application or general comments.

Fitz Hadley (Moscow) asked why the proposal is still zoned Neighborhood Business when there is residential in the development. His concern is the residential units transform into commercial.

Walter Hesford (Moscow) said it looks like a nice development but Third Street is not a through street which means Third Street and D Street will have increased traffic. Has the developer looked at the impact of traffic on existing developments and the City as a whole?

Patricia Taylor (Moscow) said she overlooks this development and thinks they are doing a nice job. She does have a concern about the business lot. She is opposed because it is on one of the busiest intersections She doesn't think it is a good situation as it will create noise and congestion, a large amount of foot traffic, potential to offer inappropriate items appealing to young kids, too close to the street and too busy.

David Hall (Moscow) said Moscow is trying to reduce water use from declining aquifers yet the city allows unfettered developments which creates more usage. The City should have a plan which includes a water use budget, a plan of how to decide how much use for water application, balance other uses, pay for offsite toilet replacements and similar options.

Carol Hughes (Moscow) said in reading the Comprehensive Plan, she found a section that stated rapid population growth may strain infrastructure and cause service capacity issues among other issues. She doesn't like hasty development. She does not support Harvest Hills First Addition because from the pool to the ballfields on Mountain View, it lures those seeking recreation and young people which creates an abundant amount of traffic and a dangerous situation.

Leonard Koepke (Moscow) lives directly north from this development. Previously P&Z denied it. The townhouses don't belong in an all house neighborhood. The 100-year flood plain was modified because this area was elevated and caused flooding onto his property. There is a traffic issue and Third Street needs to have a bridge to help with traffic. He doesn't feel the townhouses fit and don't need to be there. There are already vacant motor business property throughout town. Safeway and the gas station is less than 9/10 of a mile.

Jean Elliott (rural Latah County) said her comments are regarding all the upcoming developments. People want to move away from places with problems to Moscow because of what we have here, but Moscow could then turn into the places they left. We need to have careful and knowledgeable planning, not hasty planning. Does Council have to approve all the developments if they approve one? Can a developer change what was planned? For instance, planning for a grocery store but building a gas station. Water rights is a huge issue. There may be chemicals that are needed to purify the water. An article she found says water contains aluminum naturally but it is also added. She feels there are a number of people in these meetings that will profit from these new developments.

Belknap said the Comprehensive Plan section referenced by Ms. Hughes is out of a American Planning Association Policy Guide on Planning and Climate Change. It wasn't a statement of the Comprehensive Plan but was quoting as a point of a separate study.

Mayor Lambert closed the public hearing at 8:29 p.m.

Becker said housing in NB Zone with PUD is to allow housing to enhance the area. What business will be built has yet to be determined but it would have to fit into NB and would be something that could serve that community. Third Street is planned to go through eventually. The development has been in the works for 16 years. This development doesn't have an impact on flooding. A neighborhood business in this area has always been the idea and doesn't think it would be detrimental to the neighborhood.

Belknap explained residential lots are by right in an NB Zone but they wouldn't have a restriction of use. A PUD would be limited to residential and restricted to that use. Bettge mentioned the addition of residential reduces the potential of more business and a traffic circle at Sixth and Mountain View may help with traffic. Sullivan added infill is the priority rather than sprawl.

Taruscio moved to approve the PUD for Harvest Hills. Bettge seconded the motion. Zabala explained she sat on the Palouse Basin Aquifer Committee as Council representative and rather than putting conditions on developments individually, should look at an alternative. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards. Kelly seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved and Taruscio seconded to approve the preliminary plat with the two engineering considerations and the condition of the Type A landscape buffer for the NB lot. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Taruscio moved and Kelly seconded to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Public Hearing: Harvest Hills 2nd Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Phil Rheingans, is proposing to subdivide a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition. The Planning and Zoning Commission conducted a public hearing for this matter on April 28, 2021 and recommended approval of the proposed preliminary plat with no conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat; or approve the preliminary plat with conditions; or reject the preliminary plat; or take other such action deemed appropriate.

2. 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.

Ray introduced the item by providing background information beginning in 2005 whereas the final plat expired in 2013. February 1, 2016 City Council approved the proposed Rezone and Comprehensive Plan amendment. On April 18, 2016 the City Council approved the preliminary subdivision plat for Harvest Hills 1st Addition with three conditions. Ray continued the presentation by describing the Comprehensive Plan designation, zoning and utilities for the area. Two pedestrian easements are proposed in the plat. Janson Street connection will come along with the infrastructure and before any building permits are issued.

Mayor Lambert opened the public hearing at 9:05 p.m.

Scott Becker (Hodge and Associates) represents the applicant. Stormwater will run down to the detention pond. Housing will be on the north side and house footprints will collect water and run it to the street. There should be a marked improvement once developed. Silt fencing and berm/swale will be created and will help to mitigate any issues during construction.

Mayor Lambert asked for testimony in support of the application.

Phil Rheingans (applicant) is in support. He has owned the property for some time and wrested with how to design something that fits with the property, compatible with the neighborhood.

Mayor Lambert asked for testimony in opposition of the application or general comments.

David Hall (Moscow) said Moscow is trying to reduce water and trying to come up with alternative water supply. The City needs a plan to include a water use budget. City Council had a goal for a water use budget approximately 10 years ago but has disappeared from the Council goals. PBAC pumping entities are supposed to limit pumping to only a 1% annual increase. In 2020, Moscow pumped 747 million gallons and the 5.24 million gallons annually proposed for this development is a good portion of the 1% increase.

Jean Elliott (rural Latah County) suggested a requirement for all these developments to require low flow toilets and other water saving measures. Perhaps there could be ongoing town hall meetings regarding the community. There are frogs on the property. Maybe the developer can reach out to PCEI to relocate the frogs. New residents could turn Moscow into something else. She is concerned about one development after another and how discern on which ones to curtail. Do we have to have infinite growth? Water rights are not without drawbacks. She is concerned about chemicals added to water and predominance of people profiting from the development. She hopes this is not a rubberstamp group.

Carol Hughes (Moscow) said we talk about need for more housing but she wonders why there isn't better housing for seniors such as smaller single-family houses. She would advocate members of a commission or committee that stands to benefit from the outcome of a vote to recuse themselves. Mayor Lambert said they do.

Mayor Lambert closed the public hearing at 9:21 p.m.

Rheingans said the anticipated timeframe depends on contractors as they are busy but he is hoping for grading this year. Laflin encouraged that houses built are consistent with the city priorities which are water, climate and conservation issues. Rheingans responded his house are insulated to a higher standard than code and also low flow requirements are incorporated. Sullivan suggested speaking with the City

conservation program employees regarding features that can benefit the buyers and make lots more desirable. Rheingans didn't think a permeable driveway was allowed by code. He doesn't provide landscaping in his construction but does refer landscaping companies to the home buyers. Riedner reminded the Council these ideas go beyond the standards of review of the preliminary plat.

Zabala asked what the recourse would be if a commissioner did not recuse themselves. Bautista said procedurally is to have the item put back on the agenda and address the conflict, recuse themselves and have a revote on the matter. Belknap added that if a party feels there was a conflict of interest, they could talk to the City Attorney. Riedner added the inquiry needs to be done as soon as the appearance of conflict is discovered. Not everything is a conflict of interest.

Bettge, moved to approve the preliminary plat. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Bettge moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert called a recess at 9:29 p.m. The meeting resumed at 9:37 p.m.

8. Gateway on Sixth Development Agreement (ACTION ITEM) - Todd Drage

James Stephens, on behalf of J & S Holding Company LLC, has submitted to the City a final plat for the development of the property East of Ghormley Park on Sixth Street. On September 8, 2020 The City Council approved the preliminary plat for this property. The final plat is titled Gateway on Sixth and will be presented for City Council approval on May 17th. If the final plat is approved by City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

Item was reviewed by the Public Works Finance Committee on 5/10/2021 and was forwarded to the City Council as a regular agenda item with no recommendation.

PROPOSED ACTIONS:

Approve the Development Agreement with J & S Holding LLC for Gateway on Sixth, or take such other action deemed appropriate.

This item heard as item 9.

Belknap introduced the item as written above and explaining this development agreement includes the standard language that dictates the developer is responsible for all necessary public improvements including but not limited to utilities, duration of time to complete the improvements, warranty, parkland dedication, phasing of project.

Bettge moved to approve the development agreement with J&S Holding LLC for Gateway on Sixth. Laflin seconded the motion. Discussion ensued regarding options for parking issues. Roll Call Vote: Ayes: Five (5). Nays: One (Zabala). Abstentions: None. Motion carried.

9. University Gateway on Sixth Final Planned Unit Development and Final Plat (ACTION ITEM) - Mike Ray

On September 8, 2020, Moscow City Council approved the University Gateway on Sixth Addition rezone and preliminary Planned Unit Development (PUD) with no conditions, and approved the preliminary plat with three conditions. On April 9, 2021 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting

on April 28, 2021 and recommend approval to City Council.

PROPOSED ACTIONS:
Approve the University Gateway on Sixth Final PUD and Final Plat; or take such other action deemed appropriate.

This item was heard as item 8.

Ray introduced the item by going over the history of the property, description of the PUD, zoning, and the three conditions included on the preliminary plat. Lots 1-20 had a minor adjustment to the floor plans to fit on the parcels but are virtually the same size from the preliminary plat. The parking lots will now be exclusively parking for the residents of this development.

Taruscio moved to approve the University Gateway on Sixth Final PUD and Final Plat. Bettge seconded the motion. Roll Call Vote: Ayes: Five (5). Nays: One (Zabala). Abstentions: None. Motion carried.

10. BBC LLC Developer Participation Request (ACTION ITEM) - Bill Belknap

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC, owner of 232 acres located to the south of the City's playfield property located on W. Palouse River Drive, requesting the City's financial participation in the construction of the extension of Conestoga Street and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge and attendant utilities to the southerly boundary of the City's property is estimated at $2,372,062. At the City Council meeting of May 3, 2021, staff presented information on the history of the City's property and prior proposed playfield development of the property to be considered in the Council's deliberations regarding the City's participation in the costs of extension of Conestoga Street. Council directed staff to negotiate an agreement with BBC LLC for further City Council consideration. A draft Memorandum of Agreement is attached.

PROPOSED ACTIONS: Review draft Memorandum of Agreement and recommend approval, or provide staff further direction.

Belknap introduced the item as written above and included a background of the City Palouse River Drive property. Belknap confirmed City involvement would only be related to Conestoga Drive extending to the southerly border of the City property.

Richie Beebe, BBC LLC, said they have had conversations with Moscow Afford Housing Trust (MAHT) are have something in writing and close to getting something signed.

Nils Peterson, said they have a proposal from BBC LLC and took it to the MAHT executive committee. The executive committee was interested and asked Peterson to research whether this is a credible option to proceed with and give a recommendation to the executive committee at their next meeting.

Bettge moved to approve the memorandum of agreement. Taruscio seconded the motion.

Zabala thanked both parties and said this is in line with Council intentions. She felt it is a high price tag for something that is not in the capital plan but appreciates the infrastructure improvements. Kelly liked the process that we went through.

Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

11. Consideration of Mayor and City Council Salary Adjustments (ACTION ITEM) - Jen Pfiffner

Per City of Moscow Code Title 1, Chapter 8 according to Idaho Code, § 50-203: "The salary for elective officers shall be fixed by ordinance. Salary adjustments for such elective officers shall be made every two (2) years from the date of the previous adjustment in accordance and in proportion with adjustments in the Consumer Price Index (CPI) as published by the United States Department of Labor.

Such adjustments must be specifically approved by ordinance at least six (6) months prior to the effective date of such adjustments."

The proposed Ordinance amends the Mayor and City Council salaries by the CPI adjustment of the past 24 months: January 1, 2019 to December 31, 2020. The reported CPI values were 2.1% and 2.4% for 2019 and 2020, respectively. Proposed increases to monthly salaries would be effective January 1, 2022, and are as follows:

Mayor - From $2028.50 per month to $2,119.78 per month
Council - From $703.28 per month to $734.93 per month

PROPOSED ACTIONS: Approve the Ordinance making salary adjustments for Mayor and City Council effective January 1, 2022 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.

Riedner introduced the item as written above. Bettge moved to approve the Ordinance making salary adjustments for Mayor and City Council effective January 1, 2022 under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Sullivan seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-05:
AN ORDINANCE AMENDING TITLE 1, CHAPTER 8 OF THE MOSCOW CITY CODE; PROVIDING FOR INCREASES IN THE SALARIES OF CITY ELECTIVE OFFICERS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

REPORTS

Reports were postponed.

ADJOURN

The meeting adjourned at 10:24 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A SEVENTEEN POINT TWO (17.2) ACRE AREA OF LAND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF EAST THIRD STREET, KNOWN AS HARVEST HILLS 2ND ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 8, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on April 28, 2021; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 17, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The subject property is a seventeen-point two (17.2) acre area of land generally located east of the current terminus of East Third Street.

3. The subject property has historically been utilized for agricultural purposes and is currently vacant. The property is adjacent to single family residential developments (Damen's Addition, Skyview Estates Addition, Moser Estates Addition) to the north, the Rolling Hills Additions to the south, and the Harvest Hills 1st Addition directly to the west. Moser Park is directly adjacent to the east and is currently undeveloped.

4. The subject property contains areas of moderate to steeply sloping topography as the land slopes down from the southeast portion of the property in a northwesterly direction with slopes up to 20%.

5. The subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,

   "designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may

require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

6. All of the surrounding subdivisions are also designated as Auto-Urban Residential, with the exception of the 2.16-acre Neighborhood Business parcel in Harvest Hills 1st Addition which is designated as Suburban Commercial. All parks and open space within the area including the Moser Park property located directly to the east of the subject property are designated as Parks and Open Space.

7. The Comprehensive Plan designates Mountain View Road as a minor arterial and the proposed extension of Third Street as a collector. All other surrounding streets are designated as local neighborhood streets.

8. The subject property is currently designated as the Moderate Density Residential (R-2) Zoning District. The properties to the north, east, and south of the subject property are also zoned R-2. Harvest Hills 1st Addition to the west is zoned a combination of the Neighborhood Business (NB) and Medium Density Residential (R-3) Zones.

9. The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

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

10. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities.

11. The applicant is proposing to subdivide the existing 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size. All of the proposed lots meet the minimum lot size of 7,000 sf and minimum lot width of 60 feet for the R-2 Zoning District.

12. Water service is proposed to be extended via existing water mains that have been extended to the current terminus of Third Street at the far east end of Harvest Hills 1st Addition. A new water main will be extended off of the existing and will extend along the Third Street alignment to the eastern subdivision boundary.

13. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 56 lots could be reasonably anticipated to use approximately 5.24 million gallons of water per year (56 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 5.24 M gallons/year).

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

15. Sanitary sewer currently exists within the Third Street alignment on the subject property and is currently connected to Rolling Hills 8th Addition. This 8 inch sanitary sewer main was installed

a few years ago as part of an agreement between the previous Windfall Hills developer and the developer of the Rolling Hills Additions. Sanitary sewer mains will be extended through Janson Street and Amber Court to the eastern subdivision boundary.

16. 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.

17. Storm Sewer will be conveyed through the subdivision through a new main in Third Street that connects with the main in Harvest Hills 1st Addition and the storm main extending from Rolling Hills 8th Addition. The stormwater will ultimately be conveyed to stormwater detention ponds in Harvest Hills 1st Addition. The stormwater detention ponds then drain to Paradise Creek.

18. The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, and bike lanes, curbing, gutter, and sidewalks on both sides of the street. A portion of the north side of Third Street within Harvest Hills 1st Addition is widened to provide nine (9) on-street parking spaces per a City Council condition for the Harvest Hills 1st Addition plat.

19. The proposed preliminary plat includes the continuation of Third Street to the east. Third Street through the subject property is also considered a collector street and will be developed to the same standard as Harvest Hills 1st Addition, with bike lanes and no on-street parking permitted.

20. There are two pedestrian pathway connections provided on the preliminary plat. At the far east end of the development there is a right-of-way dedication that provides a ten-foot-wide connection from Amber Court to Moser Park. Additionally, between Lots 8 and 9 of Block 4 there is a proposed ten-foot-wide pedestrian easement which allows for the connection of the pedestrian pathway which extends to the property from Third Street to the south.

21. The subject property contains approximately 13.32 acres of net developable land. Since the entire property is within the R-2 Zoning District, the developer is required to dedicate 5%, which equates to 29,031 square feet. There is an excess balance of 11,265 square feet that was dedicated and banked as part of Harvest Hills 1st Addition, which results in a total parkland dedication requirement of 17,747 square feet. The developer has proposed a 19,083 square foot island at the center of the cul-de-sac and a 10-foot-wide, 1,525 square foot tract that provides pedestrian access from Amber Court to Moser Park. The sum of the two proposed dedications meets the parkland dedication requirement of the proposed subdivision. David Schott, Assistant Parks and Recreation Director, has indicated within the attached April 19, 2021 memo that he is in support of the proposed dedication.

22. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on February 26, 2021 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Moderate Density Residential (R-2) Zoning District, including lot area,

dimensions and other relevant provisions. The proposed preliminary plat is also 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

2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The extension of Third Street is consistent with the Thoroughfare Plan to ultimately connect to the segment of Third Street that continues through the Rolling Hills 8th Addition. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential.

3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Mountain View Road which is a minor arterial, and includes the extension of Third Street which is designated as a collector street. Water and Sewer connections are readily available in the area and a sanitary sewer main has already been installed on the Third Street alignment to connect with Rolling Hills 8th Addition to the southeast. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.

4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the seventeen-point two (17.2) acre area of land generally located east of the current terminus of East Third Street with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 17th day of May, 2021.

Bill Lambert, Mayor

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

PUBLIC HEARING: Thompson Annexation, Comprehensive Plan Land Use Designation, and Zoning Designation (ACTION ITEM) - Mike Ray

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

DESCRIPTION

The applicant, Garrett Thompson, is proposing to rezone and retain the existing Comprehensive Plan land use designation for a 2.68-acre property proposed to be annexed into the City of Moscow and located directly south of Robinson Park Road and east of the current City Limits boundary. The current Comprehensive Plan Land Use Designation is Auto-Urban Residential and the applicant is proposing to retain that designation. The zoning on the subject property is currently Agriculture Forestry (AF) and the proposal is to rezone to the Medium Density Residential (R-3) Zone. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designations and Rezone on July 28, 2021 and recommended approval with no conditions.

STAFF RECOMMENDATION

Conduct the public hearing upon the annexation, Comprehensive Plan land use designation, and zoning designation and upon consideration of any testimony presented:
1. Approve the Annexation Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing upon the annexation, Comprehensive Plan land use designation, and zoning designation and upon consideration of any testimony presented:
1. Approve the Annexation Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary; or consider the Annexation Ordinance on first reading; or reject the Annexation Ordinance; or take such other action deemed appropriate.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or reject the proposed Comprehensive Plan Land Use Designation Resolution and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.
3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the

Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Packet
3. NPH LUP2021-0031 - Thompson ANX RZ - PZ 07-28-21
4. LUP2021-0031 - Thompson Comp Plan - PZ 07-28-21
5. LUP2021-0031 - Thompson RZ - PZ 07-28-21
6. minPZC20210728
7. Ordinance 2021 - Thompson Annexation_final
8. Ordinance 2021 - Thompson Rezone_final
9. Resolution 2021 - Thompson Comprehensive Plan_final

COMMUNITY PLANNING AND DESIGN DEPARTMENT
STAFF REPORT

HEARING DATE: September 7, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 2.68-acre Property to be Annexed into the City of Moscow and Generally Located South of Robinson Park Road and East of the Current City Limits Boundary: Permit Applications LUP2021-0031

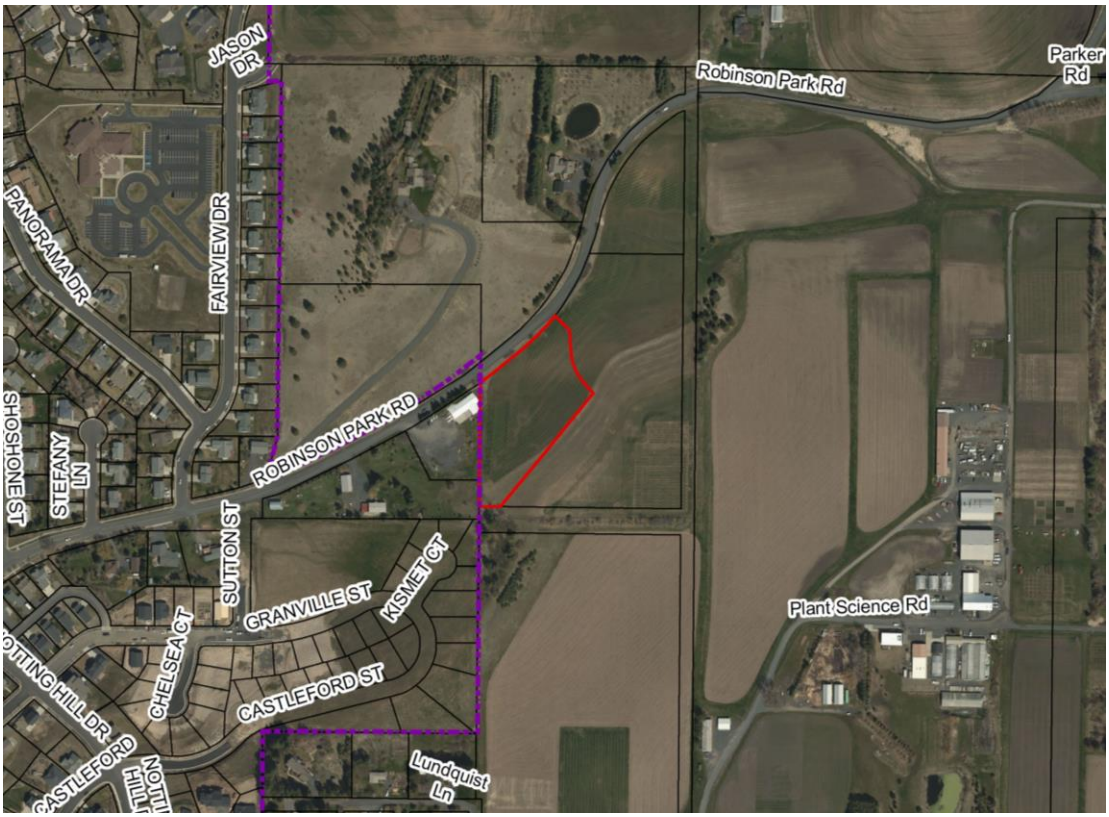
Attachments:
1. Notice of Public Hearing
2. Application for Rezone
3. Site Map
4. Legal Descriptions
5. Neighborhood Meeting Materials

Prepared by: Mike Ray, AICP – Planning Manager

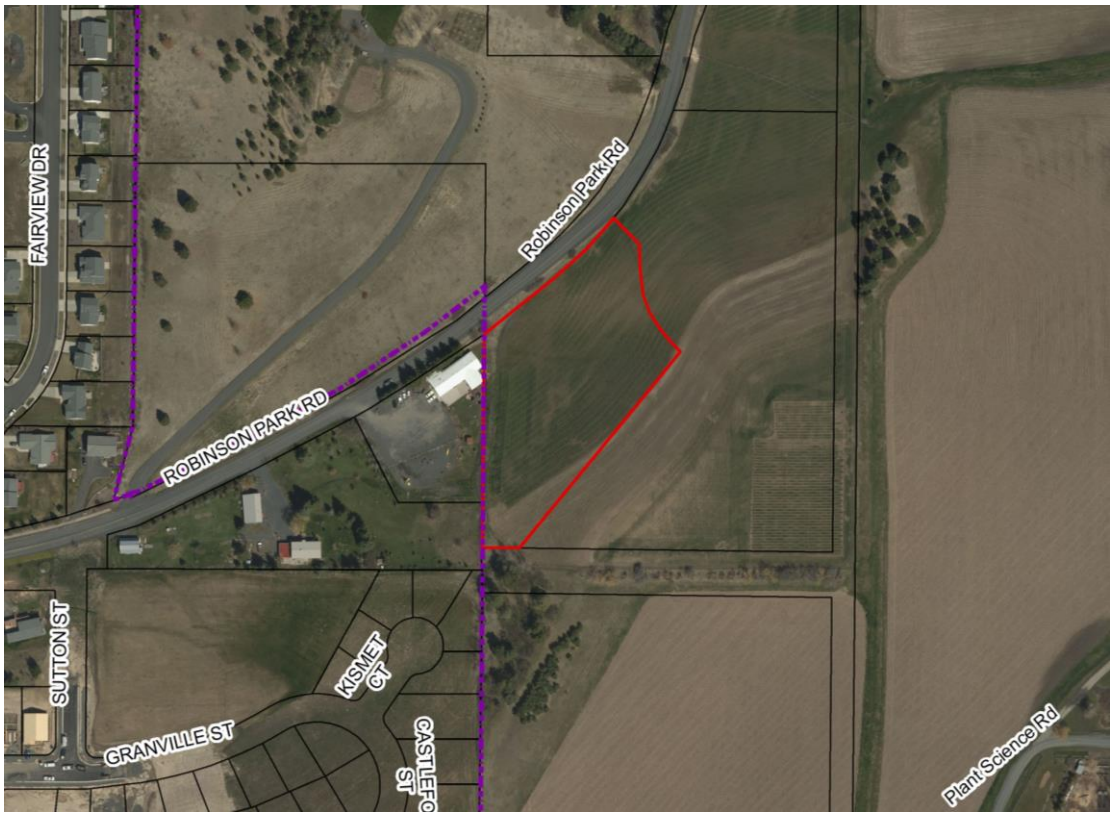
STAFF REVIEW

Proposal: The applicant, Garrett Thompson, is proposing to rezone and retain the existing Comprehensive Plan land use designation for a 2.68-acre property proposed to be annexed into the City of Moscow and located directly south of Robinson Park Road and east of the current City Limits boundary. The current Comprehensive Plan Land Use Designation is Auto-Urban Residential and the applicant is proposing to retain that designation. The zoning on the subject property is currently Agriculture Forestry (AF) and the proposal is to rezone to the Medium Density Residential (R-3) Zone.

Site and Area Land Use: The subject property is a 2.68-acre parcel of land that is currently undeveloped and being utilized as agricultural production. The subject property is surrounded by the University of Idaho's Parker Farm to the south and east, a childcare center to the west, and rural residential properties to the north.



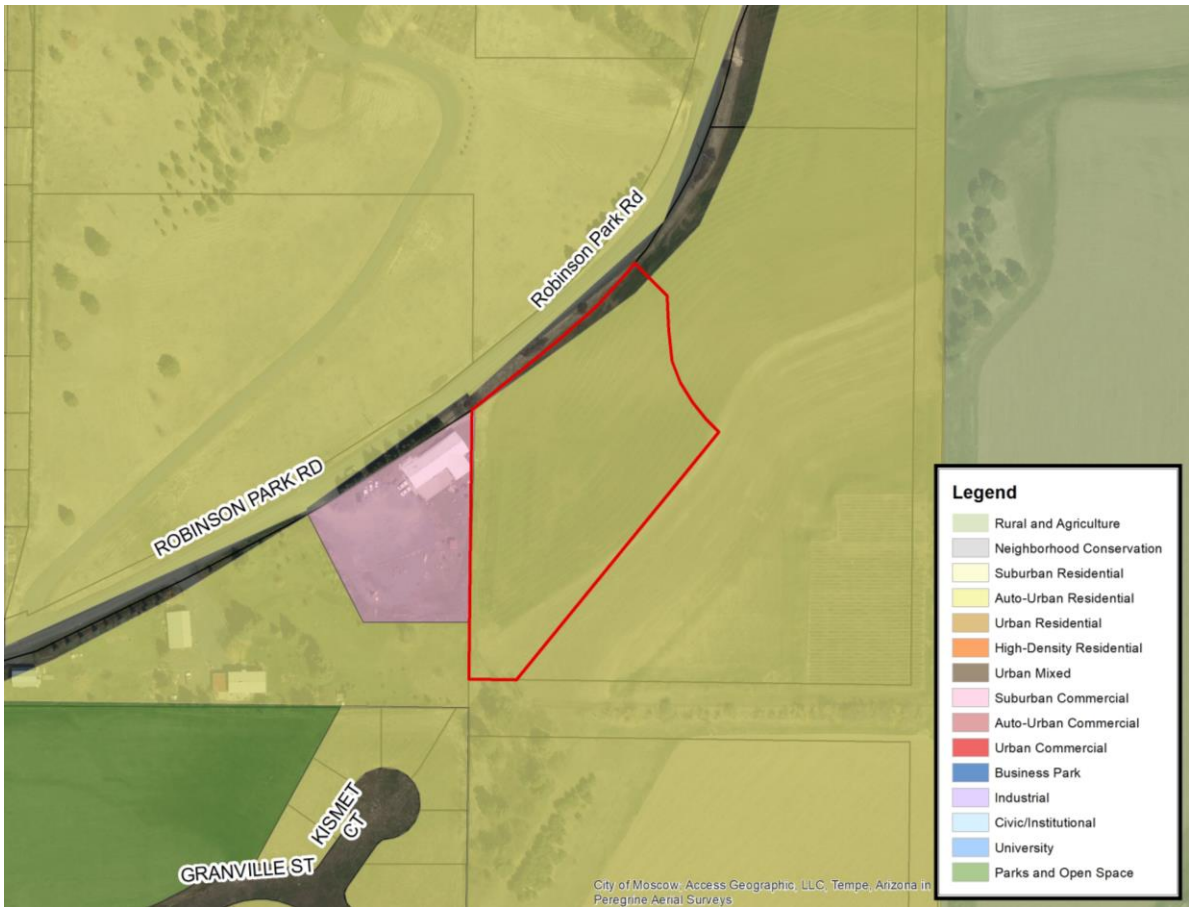
Vicinity Map



Aerial of Subject Property

Comprehensive Plan: Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential. According to the Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

> *"contain predominantly single family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."*



Current Comprehensive Plan Land Use Designations

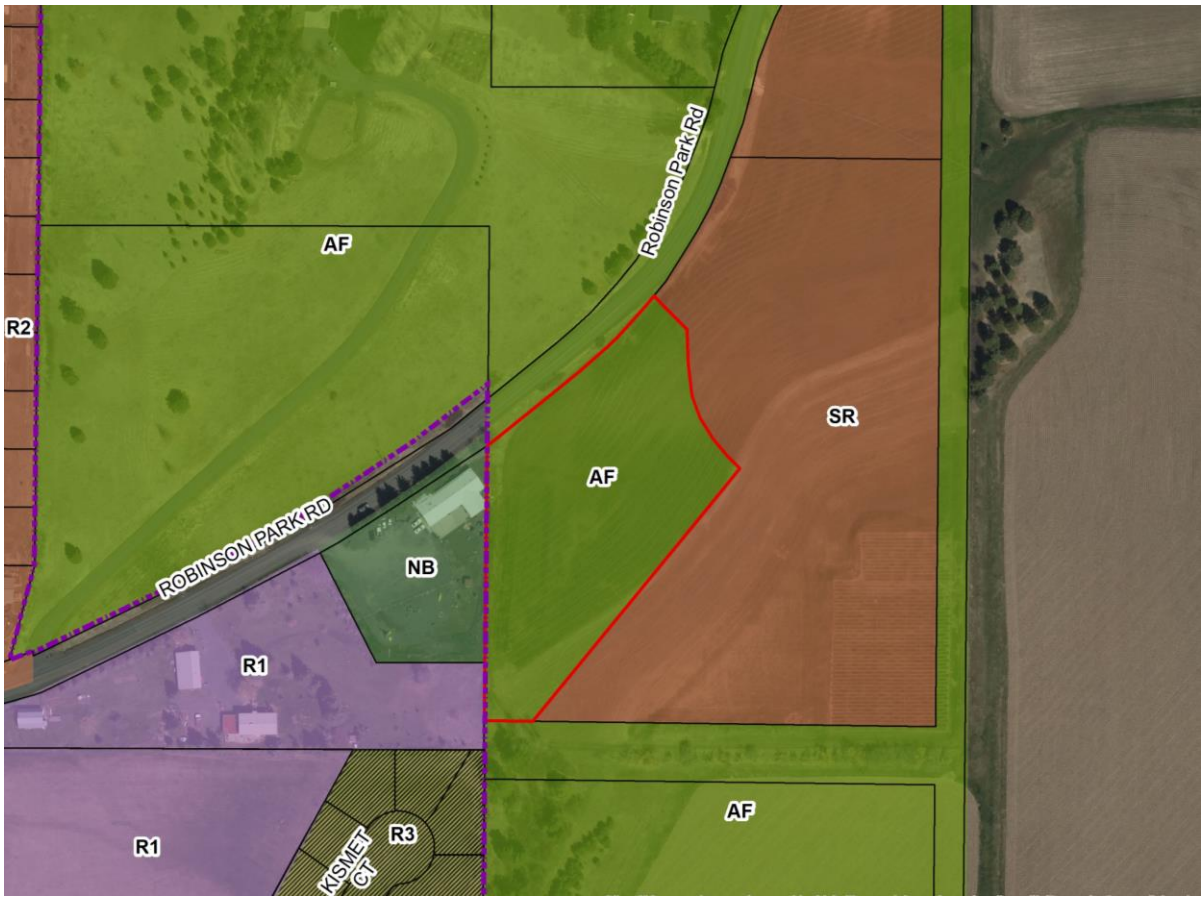
Zoning: The subject property and adjacent properties immediately to the north and south are located in Latah County and are currently zoned Agriculture/Forestry (AF). The property to the east was rezoned to the Suburban Residential (SR) Zone and subdivided into four lots in 2020. Properties to the west are located within the City Limits and are zoned a combination of Neighborhood Business (NB), Low Density Single Family Residential (R-1), and Medium Density Residential (R-3). The applicant is proposing to

rezone the 2.68-acre parcel from the Agriculture/Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.

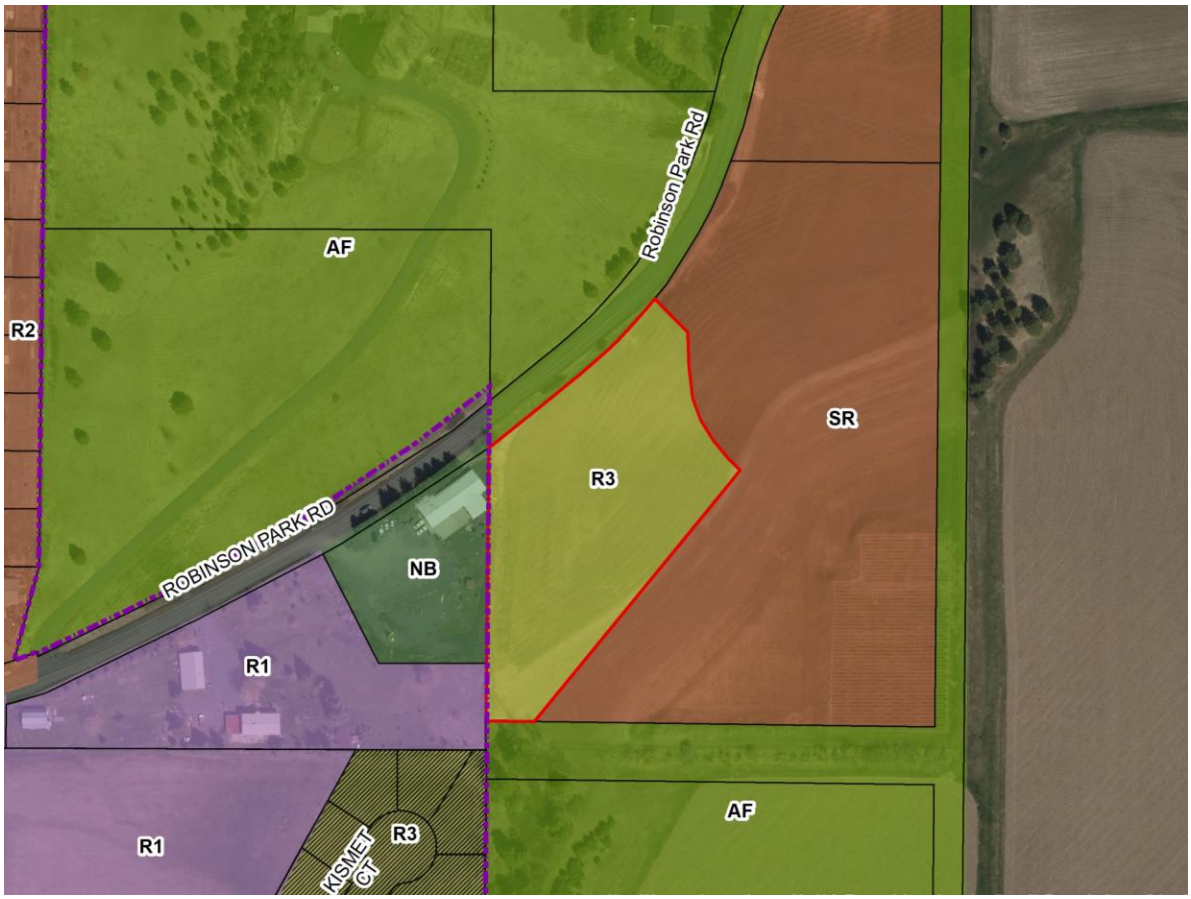
According to the City of Moscow Zoning Code, the R-3 Zone,

> *"Provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan."*

Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.



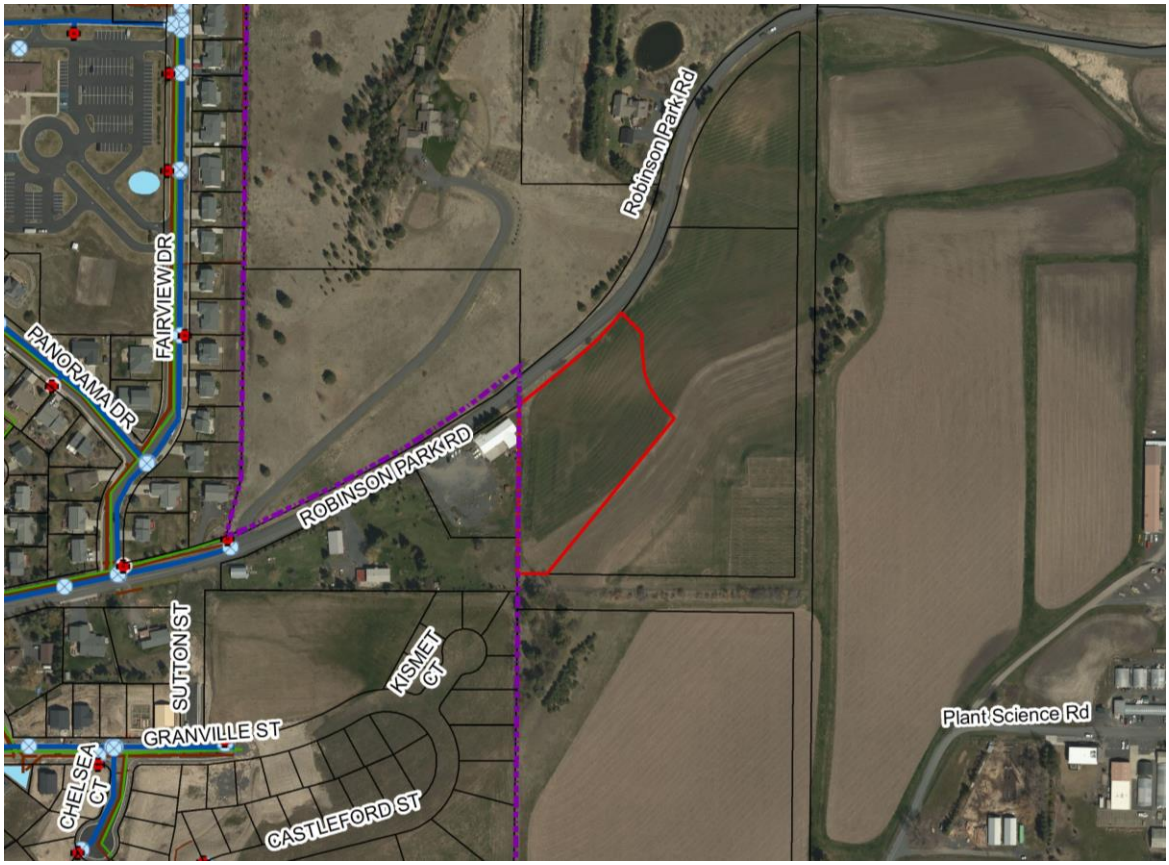
Existing Zoning



Proposed Zoning

Access, Streets, Traffic: The subject property has property frontage Robinson Park Road. Robinson Park Road is designated as a minor arterial and is developed as a 24-foot-wide paved roadway two travel lanes and minimal gravel shoulders on both sides.

Utilities: Water, sanitary sewer, and storm sewer mains are located approximately 700 feet to the west within Robinson Park Road.



Utilities (Water mains in blue and sanitary sewer in green)

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on January 29, 2021 to discuss the proposal. All neighborhood meeting materials are attached to your packet.

RECOMMENDATIONS:

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designations and Rezone on July 28, 2021 and recommended approval with no conditions.

Staff recommends that the Council conduct the public hearing upon the annexation, Comprehensive Plan land use designation, and zoning designation and upon consideration of any testimony presented:

1. Approve the Annexation Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under

suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

LUP2021-0031

Hodge & Associates, Inc. ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

June 29, 2021

Mayor Lambert and Moscow City Council
City Hall
Moscow, ID 83843

Re: Request for Annexation and Rezone
A portion of Parcel RP39N05W160450 along Robinson Park Road.

Dear Mayor Lambert and City Council:

Thompson Development, LLC. is requesting rezone and annexation into the City of Moscow of a 2.68-acre parcel along Robinson Park Road. The rezone request is from Ag/Forest in the County to City of Moscow's R3 residential zone.

Enclosed with this submittal are:

1. Neighborhood Meeting notice, sign in sheet, site map from presentation and minutes.
2. Rezone Application
3. Legal description
4. Exhibit map

Please do not hesitate to contact me if you have questions regarding the lot division request.

Sincerely,

Scott Becker, PE
Principal
Hodge and Associates Inc.

Enc
Cc: Garrett Thompson, Susan Wilson

405 South Washington Street
PO Box 8728
Moscow, ID 83843

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

SCOTT BECKER, PE PRINCIPAL

Recieved 07-06-2021

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

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

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. **Applicant**

Name: Garrett Thompson Telephone: (208) 330-0350

1024 Pine Crest Road, Moscow, Idaho 83843
(Home address)

Relationship to affected property (please check one):

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

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

Name: Thompson Development LLC Telephone: 208-330-0350

1024 Pine Crest Rd Moscow, ID 83843
(Home address)

3. **Location of Affected Property**: Robinson Park Road at the City Limits

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: Ag Forest (Current zoning) to: R-3 (Proposed zoning)

5. **Reason:** Applicant requests a rezone for the following reason(s):

For residential development

Recieved 07-06-2021

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.
   See Attached

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

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

   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.
   See attached

   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.
   See attached

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.

Recieved 07-06-2021

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.

Applicant's Signature — Date: 7-6-2021

Property Owner's Signature, authorized agent of Thompson HAI, Inc., member of Thompson Development, LLC — Date: 7-6-2021

Recieved 07-06-2021

Thompson Development
Application for Zoning Amendment

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

1. Community Vision
    a. The proposal provides for sustainable, incremental growth while preserving and enhancing the distinctive characteristics of Moscow, and its rich and vibrant economic, cultural, social and physical environments.
    b. 1.4.2 Natural Resources, Implementation Action 1. The development will be located adjacent to an existing developed area where city utilities and other public service will be readily available.

2. Land Use
    a. 2.7.1 General land use and community character. The proposal will direct land used to meet future community desires and needs for housing while conserving natural drainages.
    b. 2.7.7 Land use map. The proposal is located within the Auto Urban Residential on the Comprehensive Plan Map. The proposed R-3 zoning is consistent with this designation.
3. Community Mobility
    a. 3.11.1 General Community Mobility. The project will consider plans for the orderly development and continuity of the city street and pathways systems and efficient delivery of services.
    b. 3.11.5 Bicycle Mobility the project will accommodate a future bike lane along Robinson Park Road at the street is improved along the property frontage during project development.
4. Parks and Recreation
    a. 4.9.2 The project suggests Fee In Lieu of Land dedication for parkland on this site. The site is small and does not work well for park space. The project will consider other suggestions from the City Parks Director.
5. Public Utilities and Growth Capacity
    a. 5.9.1 General Goals. The city has been fulfilling the goals of this chapter by extending utilities to east Moscow in order to provide for sustainable growth and the efficient delivery of public facilities, utilities, and services. The extension of these utilities also directs growth to areas that can efficiently and economically be served with public services and utilities while planning for future capacity needs.
    b. 5.9.2 Potable Water. The city is providing for safe and sustainable water supply that meets the future needs of the community,
    c. 5.9.3 Sanitary sewer. The city is providing for orderly and efficient collection and treatment of wastewater services to community into the future.
6. Economic Growth
    a. 6.6.1 Regional economic context. The rezone will support economic growth and employment by providing opportunity for residential development and provide housing for employees moving into the area.

Recieved 07-06-2021

b. 6.6.2 Leveraging existing assets. The proposal will utilize and improve existing infrastructure for project development.

6B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

1. The proposed annexation and rezone will help fulfil the logical and orderly planned use for this property, as outlined in the comprehensive plan.

6C. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.

1. The proposed rezone is R-3 which is compatible with properties along White Avenue to the west and creates a logical transition to rural residential and agricultural to the east.

6D. The size type and density of the development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services.

1. The uses anticipated on the subject property will not place an undue burden on delivery of services. Services are extended along White Avenue currently and can be extended to this property.

6E. 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.

1. The proposed development will have a minor impact on existing networks and facilities. The capacity of City utilities and roadway is capable of managing the proposed development.

2/9/2021

Legal Description by Hodge & Associates
For Garrett Thompson
Remainder Parcel

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, in Lot 16 of the Plat of Section 16, Latah County, Idaho, described as follows:

Commencing at the northeast corner of Section 16, thence along the east line of the Northeast Quarter of Section 16, S0º34'10"W, 1389.06 feet to the southeast corner of the Northeast Quarter of said Northeast Quarter; Thence along the south line of the Northeast Quarter of said Northeast Quarter, N89º44'48"W, 659.82 feet; Thence N0º30'12"E, 40.00 feet to the southwest corner of Lot 16 of the Plat of Section 16 and the **Point of Beginning:**

Thence along the west line of said Lot 16, N0º30'12"E, 391.71 feet to the southeasterly right-of-way line of Robinson Park Road;
Thence along said southeasterly right-of-way line the following four courses:

Thence N52º25'47"E, 19.77 feet;
Thence N51º33'54"E, 162.26 feet;
Thence N48º51'41"E, 95.93 feet;
Thence N44º33'34"E, 23.38 feet;

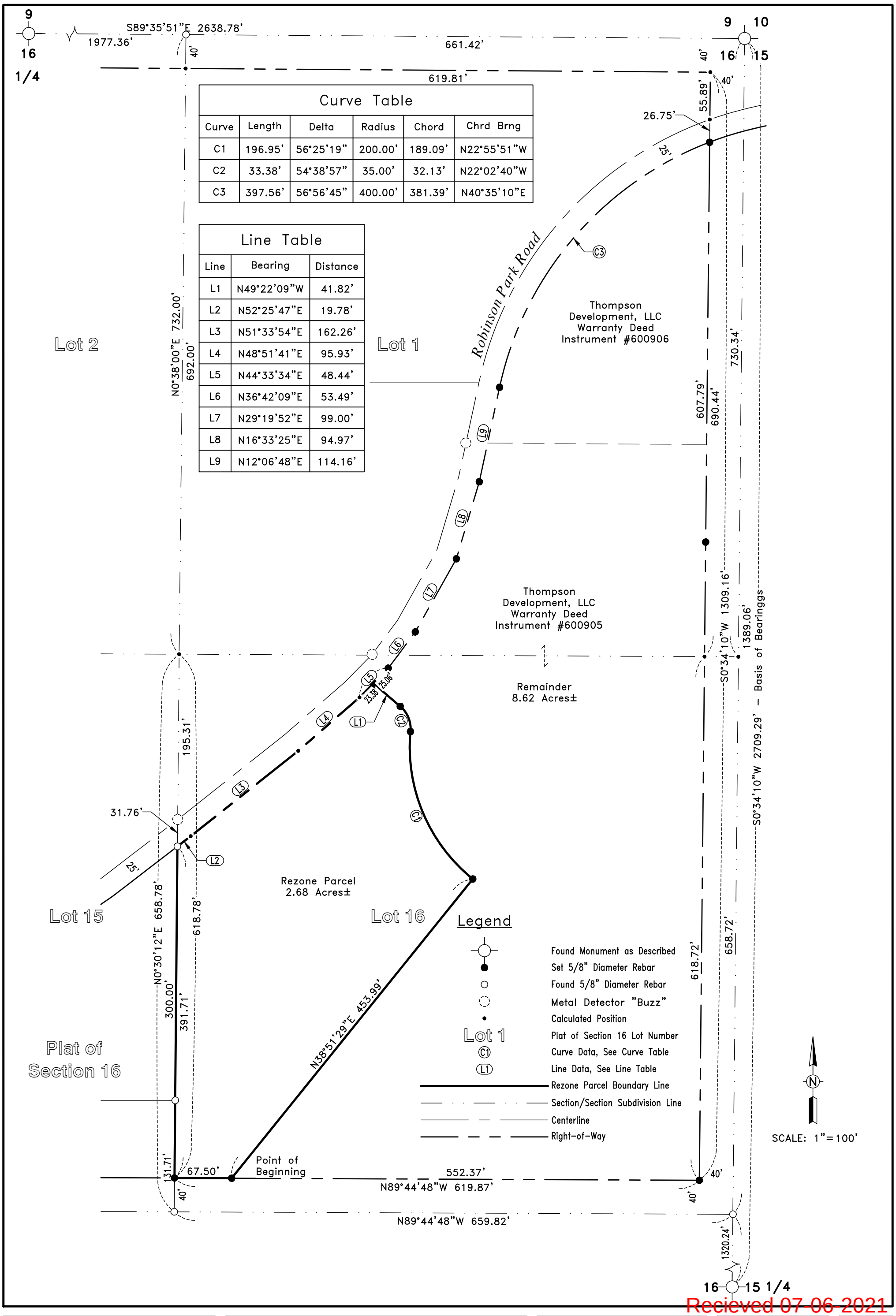
Thence leaving said southeasterly right-of-way line, S49º22'09"E, 41.82 feet;
Thence 33.38 feet along a curve to the right, said curve having a Delta = 54º38'57", Radius = 35.00 feet, Chord = 32.13 feet and a Chord Bearing = S22º02'40"E;
Thence 196.95 feet along a curve to the left, said curve having a Delta = 56º25'19", Radius = 200.00 feet, Chord = 189.09 feet and a Chord Bearing = S22º55'51"E;
Thence S38º51'29"W, 453.99 feet to the south line of Lot 16 of the Plat of Section 16;
Thence along said south line, N89º44'48"W, 67.50 feet to the **Point of Beginning.**

Parcel contains 2.68 acres, more or less.

DRAFT

Recieved 07-06-2021

LUP2021-0031



Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	196.95'	56°25'19"	200.00'	189.09'	N22°55'51"W
C2	33.38'	54°38'57"	35.00'	32.13'	N22°02'40"W
C3	397.56'	56°56'45"	400.00'	381.39'	N40°35'10"E

Line Table

Line	Bearing	Distance
L1	N49°22'09"W	41.82'
L2	N52°25'47"E	19.78'
L3	N51°33'54"E	162.26'
L4	N48°51'41"E	95.93'
L5	N44°33'34"E	48.44'
L6	N36°42'09"E	53.49'
L7	N29°19'52"E	99.00'
L8	N16°33'25"E	94.97'
L9	N12°06'48"E	114.16'

Recieved 07-06-2021

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

Thompson Property
Rezone Exhibit
Thompson Development, LLC
Section 16, T39N, R5W, B.M.
Latah County, Idaho

PRELIMINARY
NOT FOR
CONSTRUCTION

Drafted By:	SW
Checked By:	MED
Revisions:	2/9/2021
Project:	4281-07-20
File Name:	
4281city rezone exhibit.dwg	
Date:	2/9/2021

1

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: 2.68 Acre Annexation and Rezone

WHEN: Friday, January 29, 2021 4:00 pm

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

WHAT: You are invited to a neighborhood meeting regarding a proposed annexation and rezone of a 2.68-acre parcel of land located south of Robinson Park Road at the Moscow City Limits. 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 January 29th. 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.

Thompson Rezone Annexation Meeting
SIGN IN SHEET
January 29, 2021 4:00 PM

Name	Agency	Phone Number	Email
TERRY SCHIERMAN	NEIGHBOR		terryschierman@yahoo.com

Hodge & Associates, Inc.

Meeting Minutes

January 29, 2021 4:00 PM

Present:	Scott Becker, Hodge & Associates
Project Name:	Thompson's Robinson Park Road Property Annexation and Rezone
Meeting Type:	Neighborhood Meeting
Meeting Location:	Hodge & Associates Office, 405 S. Washington, Moscow, ID

Meeting Purpose

Presentation and discussion of the proposed Thompson's Robinson Park Road Property Annexation and Rezone.

Meeting

The meeting was open to the neighbors of Thompson's Robinson Park Road Property. One neighbor showed up to the meeting. Scott Becker opened the meeting with a brief presentation of the project including: Rezone to R3 residential and potential impacts to existing neighboring properties.

Terry Schierman asked what a proposed development would look like. Scott Becker explained, there were now immediate plans for development of the proposed Rezoned property. Since the subject property could be served by a future gravity sewer it made sense to annex it into the City at this time.

Attached is a list of neighbors in attendance.

Meeting adjourned at 4:35 pm

Scott Becker

NOTICE OF PUBLIC HEARING

Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 2.68-acre Property to be Annexed into the City of Moscow and Generally Located South of Robinson Park Road and East of the Current City Limits Boundary within the City of Moscow as Shown on the Vicinity Map Below. Permit Applications LUP2021-0031

A public hearing at which you may be present and speak will be conducted by the Planning and Zoning Commission of the City of Moscow, at which time the following proposals will be considered:

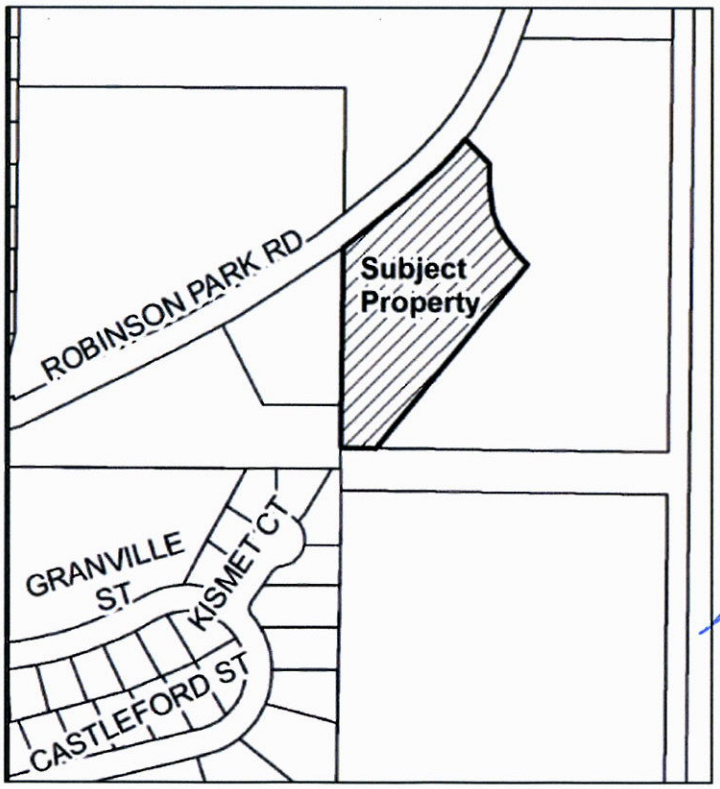
1. Retaining the Current Comprehensive Plan Land Use Designation of Auto-Urban Residential.
2. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.

MEETING DATE: Wednesday, July 28, 2021

HEARING LOCATION: Council Chambers on the Second Floor of 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 hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Planning & Design Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.



Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: https://www.ci.moscow.id.us/593/Public-Hearing-Notices

Laurie M. Hopkins, Moscow City Clerk

Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, July 10, 2021

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 THE REVIEW OF A TWO POINT SIX EIGHT (2.68) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED DIRECTLY SOUTH OF ROBINSON PARK ROAD AND EAST OF THE CURRENT CITY LIMITS BOUNDARY.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on July 6, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 28, 2021; 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 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.68-acre property proposed to be annexed into the City of Moscow and located directly south of Robinson Park Road and east of the current City Limits boundary.
3. Under Idaho Code, prior to the annexation of property within the City, the Planning and Zoning Commission must conduct a public hearing and make a recommendation to the City Council as to the appropriate land use designation and zoning designation to be applied to the property upon annexation.
4. The subject property is a 2.68-acre parcel of land that is currently undeveloped and being utilized as agricultural production. The subject property is surrounded by the University of Idaho's Parker Farm to the south and east, a childcare center to the west, and rural residential properties to the north.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential, which the applicant is proposing to retain.
6. According to the 2019 Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

"contain predominantly single family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

7. The subject property and adjacent properties immediately to the north and south are located in Latah County and are currently zoned Agriculture/Forestry (AF).

8. The property to the east was rezoned to the Suburban Residential (SR) Zone and subdivided into four lots in 2020. Properties to the west are located within the City Limits and are zoned a combination of Neighborhood Business (NB), Low Density Single Family Residential (R-1), and Medium Density Residential (R-3).

9. The applicant is proposing to rezone the 2.68-acre parcel from the Agriculture/Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.

10. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on January 29, 2021 to discuss the proposal.

11. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the Commission concludes that it is appropriate for the property to be designated as AU-R upon annexation into the City of Moscow.

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 Comprehensive Plan amendment is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed and existing Auto-Urban Residential designation for the subject property is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan and is consistent with the surrounding properties, as well as the surrounding land use and development patterns.

2. **The proposed Comprehensive Plan amendment would provide for the logical and orderly location of land uses, community services and facilities.** The Commission finds that the proposed designation of AU-R is logical and harmonious with the surrounding land uses and development, and is consistent with the land use designations of the surrounding property to the north, south, and east of the subject property.

3. **The uses expected to occur as a result of the Comprehensive Plan amendment will be compatible with the surrounding area.** The zoning districts that are consistent with the AU-R designation exist within the current City Limits boundary to the southwest. The surrounding properties are primarily residential with the exception of the Neighborhood Business parcel located directly to the west.

4. **The size, type, and density of development expected to occur as a result of the Comprehensive Plan amendment will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed designation is suitable for the area and will not unduly burden the neighborhood of public infrastructure. The subject property has direct access to Robinson Park Road which is designated as a minor arterial, as well as sufficient and available public utility services to meet the needs of existing and future development.

5. **The proposed Comprehensive Plan amendment is deemed to be appropriate in consideration of changing conditions within the community that are not reflected within the current Comprehensive Plan (such as new development or re-development, land use patterns and/or trends, traffic patterns and/or volume, market demands, community vision and/or needs, capital improvements, or new or revised City plans).** The subject property is currently designated as Auto-Urban Residential, which will be the proposed designation upon annexation.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of retaining the existing Auto-Urban Residential Comprehensive Plan Land Use Designation for the two point six eight (2.68) acre property located directly south of Robinson Park Road and east of the current City Limits boundary with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 11th day of August, 2021.

Robb Parish, 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 THE REZONE OF A TWO POINT SIX EIGHT (2.68) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED DIRECTLY SOUTH OF ROBINSON PARK ROAD AND EAST OF THE CURRENT CITY LIMITS BOUNDARY FROM THE AGRICULTURE FORESTRY (AF) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (R-3) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on July 6, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 28, 2021; 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 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The subject property is a 2.68-acre property proposed to be annexed into the City of Moscow and located directly south of Robinson Park Road and east of the current City Limits boundary.

3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.

4. The subject property is a 2.68-acre parcel of land that is currently undeveloped and being utilized as agricultural production. The subject property is surrounded by the University of Idaho's Parker Farm to the south and east, a childcare center to the west, and rural residential properties to the north.

5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential, which the applicant is proposing to retain.

6. According to the 2019 Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

   "contain predominantly single family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

7. The subject property and adjacent properties immediately to the north and south are located in Latah County and are currently zoned Agriculture/Forestry (AF).

8. The property to the east was rezoned to the Suburban Residential (SR) Zone and subdivided into four lots in 2020. Properties to the west are located within the City Limits and are zoned a combination of Neighborhood Business (NB), Low Density Single Family Residential (R-1), and Medium Density Residential (R-3).

9. The applicant is proposing to rezone the 2.68-acre parcel from the Agriculture/Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.

10. According to the City of Moscow Zoning Code, the purpose of the R-3 Zoning District is:

    "Provide for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan."

12. Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.

13. The subject property has property frontage Robinson Park Road. Robinson Park Road is designated as a minor arterial and is developed as a 24-foot-wide paved roadway two travel lanes and minimal gravel shoulders on both sides.

14. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on January 29, 2021 to discuss the proposal.

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 rezone is consistent with the proposed 2019 Comprehensive Plan Land Use Designation of Auto-Urban Residential.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed R-3 Zone provides a transition from the Neighborhood Business (NB) Zone to the west to the Suburban Residential (SR) Zone to the east. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The surrounding properties are primarily residential with the exception of the Neighborhood Business (NB) lot to the west.
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 area of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Robinson Park Road, which can adequately serve any proposed development allowed in the R-3 Zone. City water, sanitary sewer, and storm sewer mains are located approximately 700 feet to the west within Robinson Park Road.

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 two point six eight (2.68) acre property from the Agriculture Forestry (AF) Zone to the Medium Density Residential (R-3) Zone with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 11th day of August, 2021.

Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION

Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

https://www.ci.moscow.id.us/457/Planning-Zoning-Commission

Wednesday **July 28, 2021**	**7:00 PM**	**Council Chambers** **206 E Third Street**

The meeting was called to order at 6:59 PM

MEMBERS PRESENT:	Robb Parish, Chair; Rich Beebe, Drew Davis, Michael Nelsen, Nels Reese, Victoria Seever, Dennis Wilson
MEMBERS ABSENT:	Scott Gropp, Joel Hamilton
OTHERS:	Brandy Sullivan
STAFF:	Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of June 9, 2021 Minutes
Seever moved for approval of the minutes as presented, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

2. Public Comment
Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three minutes.
None.

3. Public Hearing: Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 2.68-acre Property to be Annexed into the City of Moscow and Generally Located South of Robinson Park Road and East of the Current City Limits Boundary within the City of Moscow: Permit Application LUP2021-0031
1. Retaining the Current Comprehensive Plan Land Use Designation of Auto-Urban Residential.
2. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.
Ray presented the proposal as described above, and recommended approval of the rezone and comprehensive plan amendment with no conditions. The adjacent property, to the west of the subject property was annexed into the City and private water and sewer lines have been extended to that property.

Public Hearing opened at 7:09 PM

Scott Becker (applicant), Moscow, detailed the process for dividing this parcel from the approved Capybara subdivision because it could access City services. The other portion of the plot would need to have a lift station installed in order to be annexed into the City. The two properties are intended to be completely separate, not sharing the same roads except for Robinson Park Road. City services would be extended to the property once someone developed the land.

Public Hearing closed at 7:12 PM

Seever moved to recommend approval of the Comprehensive Plan Amendment and Rezone and directed Staff to draft the Relevant Criteria and Standards, with no conditions, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

REPORTS

Transportation Commission Meeting

Ray gave an overview of the e-scooter agenda items for the July 8, 2021 meeting.

ANNOUNCEMENTS

Parish spoke a bit about discussions regarding water conservation between Planning & Zoning and City Council members.

UPCOMING EVENTS/MEETINGS

Next Planning & Zoning Commission regular meeting is scheduled for August 11, 2021.

Public Hearing for Southgate Subdivision applications.

The meeting adjourned at 7:16 PM

Robb Parish, Chair

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING THE REVIEW OF A TWO POINT SIX EIGHT (2.68) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED DIRECTLY SOUTH OF ROBINSON PARK ROAD AND EAST OF THE CURRENT CITY LIMITS BOUNDARY.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on July 6, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 28, 2021; 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 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.68-acre property proposed to be annexed into the City of Moscow and located directly south of Robinson Park Road and east of the current City Limits boundary.
3. Under Idaho Code, prior to the annexation of property within the City, the Planning and Zoning Commission must conduct a public hearing and make a recommendation to the City Council as to the appropriate land use designation and zoning designation to be applied to the property upon annexation.
4. The subject property is a 2.68-acre parcel of land that is currently undeveloped and being utilized as agricultural production. The subject property is surrounded by the University of Idaho's Parker Farm to the south and east, a childcare center to the west, and rural residential properties to the north.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential, which the applicant is proposing to retain.
6. According to the 2019 Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

"contain predominantly single family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

7. The subject property and adjacent properties immediately to the north and south are located in Latah County and are currently zoned Agriculture/Forestry (AF).

8. The property to the east was rezoned to the Suburban Residential (SR) Zone and subdivided into four lots in 2020. Properties to the west are located within the City Limits and are zoned a combination of Neighborhood Business (NB), Low Density Single Family Residential (R-1), and Medium Density Residential (R-3).

9. The applicant is proposing to rezone the 2.68-acre parcel from the Agriculture/Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.

10. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on January 29, 2021 to discuss the proposal.

11. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the Commission concludes that it is appropriate for the property to be designated as AU-R upon annexation into the City of Moscow.

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 Comprehensive Plan amendment is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed and existing Auto-Urban Residential designation for the subject property is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan and is consistent with the surrounding properties, as well as the surrounding land use and development patterns.

2. **The proposed Comprehensive Plan amendment would provide for the logical and orderly location of land uses, community services and facilities.** The Commission finds that the proposed designation of AU-R is logical and harmonious with the surrounding land uses and development, and is consistent with the land use designations of the surrounding property to the north, south, and east of the subject property.

3. **The uses expected to occur as a result of the Comprehensive Plan amendment will be compatible with the surrounding area.** The zoning districts that are consistent with the AU-R designation exist within the current City Limits boundary to the southwest. The surrounding properties are primarily residential with the exception of the Neighborhood Business parcel located directly to the west.

4. **The size, type, and density of development expected to occur as a result of the Comprehensive Plan amendment will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed designation is suitable for the area and will not unduly burden the neighborhood of public infrastructure. The subject property has direct access to Robinson Park Road which is designated as a minor arterial, as well as sufficient and available public utility services to meet the needs of existing and future development.

5. **The proposed Comprehensive Plan amendment is deemed to be appropriate in consideration of changing conditions within the community that are not reflected within the current Comprehensive Plan (such as new development or re-development, land use patterns and/or trends, traffic patterns and/or volume, market demands, community vision and/or needs, capital improvements, or new or revised City plans).** The subject property is currently designated as Auto-Urban Residential, which will be the proposed designation upon annexation.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of retaining the existing Auto-Urban Residential Comprehensive Plan Land Use Designation for the two point six eight (2.68) acre property located directly south of Robinson Park Road and east of the current City Limits boundary with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 11th day of August, 2021.

Robb Parish, 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 THE REZONE OF A TWO POINT SIX EIGHT (2.68) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED DIRECTLY SOUTH OF ROBINSON PARK ROAD AND EAST OF THE CURRENT CITY LIMITS BOUNDARY FROM THE AGRICULTURE FORESTRY (AF) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (R-3) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on July 6, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 28, 2021; 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 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.

2. The subject property is a 2.68-acre property proposed to be annexed into the City of Moscow and located directly south of Robinson Park Road and east of the current City Limits boundary.

3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.

4. The subject property is a 2.68-acre parcel of land that is currently undeveloped and being utilized as agricultural production. The subject property is surrounded by the University of Idaho's Parker Farm to the south and east, a childcare center to the west, and rural residential properties to the north.

5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential, which the applicant is proposing to retain.

6. According to the 2019 Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

   "contain predominantly single family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate."

7. The subject property and adjacent properties immediately to the north and south are located in Latah County and are currently zoned Agriculture/Forestry (AF).

8. The property to the east was rezoned to the Suburban Residential (SR) Zone and subdivided into four lots in 2020. Properties to the west are located within the City Limits and are zoned a combination of Neighborhood Business (NB), Low Density Single Family Residential (R-1), and Medium Density Residential (R-3).

9. The applicant is proposing to rezone the 2.68-acre parcel from the Agriculture/Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.

10. According to the City of Moscow Zoning Code, the purpose of the R-3 Zoning District is:

    "Provide for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan."

12. Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.

13. The subject property has property frontage Robinson Park Road. Robinson Park Road is designated as a minor arterial and is developed as a 24-foot-wide paved roadway two travel lanes and minimal gravel shoulders on both sides.

14. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on January 29, 2021 to discuss the proposal.

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 rezone is consistent with the proposed 2019 Comprehensive Plan Land Use Designation of Auto-Urban Residential.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed R-3 Zone provides a transition from the Neighborhood Business (NB) Zone to the west to the Suburban Residential (SR) Zone to the east. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The surrounding properties are primarily residential with the exception of the Neighborhood Business (NB) lot to the west.
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 area of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Robinson Park Road, which can adequately serve any proposed development allowed in the R-3 Zone. City water, sanitary sewer, and storm sewer mains are located approximately 700 feet to the west within Robinson Park Road.

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 two point six eight (2.68) acre property from the Agriculture Forestry (AF) Zone to the Medium Density Residential (R-3) Zone with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 11th day of August, 2021.

Robb Parish, Chair
Planning and Zoning Commission

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING THAT LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AND GENERALLY SHOWN ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE, BE ANNEXED TO THE CITY OF MOSCOW; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, land described in Section 1 of this Ordinance is adjacent to City limits on one (1) side; and

WHEREAS, the owner of the two point six eight (2.68) acre parcel, Thompson Development, LLC, has requested to be annexed into the City of Moscow; and

WHEREAS, Idaho Code Section 50-222 authorizes City annexation of tracts of land adjacent to the City; and

WHEREAS, the Moscow Planning and Zoning Commission held a public hearing regarding this matter on July 28, 2021; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on September 7, 2021;

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

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

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, in Lot 16 of the Plat of Section 16, Latah County, Idaho, described as follows:

Commencing at the northeast corner of Section 16, thence along the east line of the Northeast Quarter of Section 16, S0º34'10"W, 1389.06 feet to the southeast corner of the Northeast Quarter of said Northeast Quarter; Thence along the south line of the Northeast Quarter of said Northeast Quarter, N89º44'48"W, 659.82 feet; Thence N0º30'12"E, 40.00 feet to the southwest corner of Lot 16 of the Plat of Section 16 and the Point of Beginning:

Thence along the west line of said Lot 16, N0º30'12"E, 391.71 feet to the southeasterly right-of-way line of Robinson Park Road;
Thence along said southeasterly right-of-way line the following four courses:
Thence N52º25'47"E, 19.77 feet;
Thence N51º33'54"E, 162.26 feet;
Thence N48º51'41"E, 95.93 feet;

Thence N44º33'34"E, 23.38 feet;
Thence leaving said southeasterly right-of-way line, S49º22'09"E, 41.82 feet;
Thence 33.38 feet along a curve to the right, said curve having a Delta = 54º38'57", Radius = 35.00 feet, Chord = 32.13 feet and a Chord Bearing = S22º02'40"E;
Thence 196.95 feet along a curve to the left, said curve having a Delta = 56º25'19", Radius = 200.00 feet, Chord = 189.09 feet and a Chord Bearing = S22º55'51"E;
Thence S38º51'29"W, 453.99 feet to the south line of Lot 16 of the Plat of Section 16;
Thence along said south line, N89º44'48"W, 67.50 feet to the Point of Beginning.

Parcel contains 2.68 acres, more or less.

SECTION 2: ANNEXATION. The land described in Section 1 of this Ordinance be and the same hereby is annexed to the City of Moscow, Idaho and declared a part of the City of Moscow, Idaho; and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are currently 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: 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 _____, 2021.

_____
Bill Lambert, Mayor

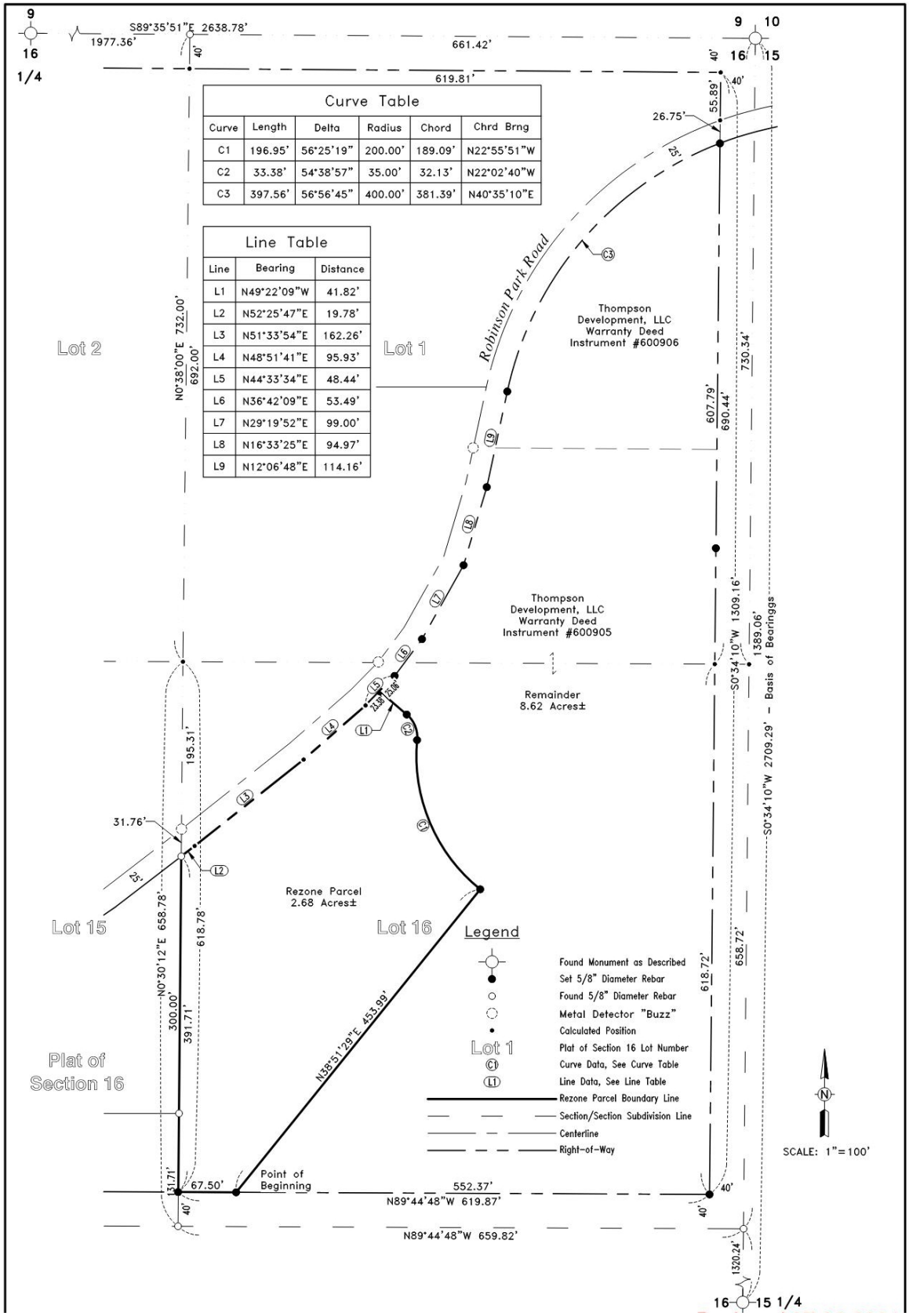
CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

EXHIBIT "A"


Curve Table
Curve | Length | Delta | Radius | Chord | Chrd Brng
C1 | 196.95' | 56°25'19" | 200.00' | 189.09' | N22°55'51"W
C2 | 33.38' | 54°38'57" | 35.00' | 32.13' | N22°02'40"W
C3 | 397.56' | 56°56'45" | 400.00' | 381.39' | N40°35'10"E
Line Table
Line | Bearing | Distance
L1 | N49°22'09"W | 41.82'
L2 | N52°25'47"E | 19.78'
L3 | N51°33'54"E | 162.26'
L4 | N48°51'41"E | 95.93'
L5 | N44°33'34"E | 48.44'
L6 | N36°42'09"E | 53.49'
L7 | N29°19'52"E | 99.00'
L8 | N16°33'25"E | 94.97'
L9 | N12°06'48"E | 114.16'
Robinson Park Road
Lot 2
Lot 1
Lot 15
Lot 16
Thompson Development, LLC Warranty Deed Instrument #600906
Thompson Development, LLC Warranty Deed Instrument #600905
Remainder 8.62 Acres±
Rezone Parcel 2.68 Acres±
Plat of Section 16
Point of Beginning
Legend
Found Monument as Described
Set 5/8" Diameter Rebar
Found 5/8" Diameter Rebar
Metal Detector "Buzz"
Calculated Position
Plat of Section 16 Lot Number
Curve Data, See Curve Table
Line Data, See Line Table
Rezone Parcel Boundary Line
Section/Section Subdivision Line
Centerline
Right-of-Way
SCALE: 1"=100'
S89°35'51"E 2638.78'
1977.36'
661.42'
619.81'
26.75'
55.89'
N0°38'00"E 732.00'
692.00'
607.79'
690.44'
730.34'
S0°34'10"W 1309.16'
1389.06'
S0°34'10"W 2709.29' - Basis of Bearings
195.31'
31.76'
N0°30'12"E 658.78'
618.78'
300.00'
391.71'
131.71'
N38°51'29"E 453.99'
67.50'
552.37'
N89°44'48"W 619.87'
N89°44'48"W 659.82'
618.72'
658.72'
1320.24'

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF A TWO POINT SIX EIGHT (2.68) ACRE PROPERTY, DESCRIBED IN SECTION 1 AS MEDIUM DENSITY RESIDENTIAL (R-3); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 1 of this Ordinance is located within the City of Moscow Area of City Impact; and

WHEREAS, the land described in Section 1 of this Ordinance is currently zoned Agriculture/Forestry (AF); and

WHEREAS, the proposed change is to adopt the Medium Density Residential (R-3) designation; and

WHEREAS, the proposed changes for the property described is consistent with the proposed 2019 Comprehensive Plan Land Use Designation of Auto-Urban Residential; 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 28, 2021, Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property R-3; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 7, 2021;

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

SECTION 1: LEGAL DESCRIPTION.

This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

> A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, in Lot 16 of the Plat of Section 16, Latah County, Idaho, described as follows:

DRAFT

Commencing at the northeast corner of Section 16, thence along the east line of the Northeast Quarter of Section 16, S0º34'10"W, 1389.06 feet to the southeast corner of the Northeast Quarter of said Northeast Quarter; Thence along the south line of the Northeast Quarter of said Northeast Quarter, N89º44'48"W, 659.82 feet; Thence N0º30'12"E, 40.00 feet to the southwest corner of Lot 16 of the Plat of Section 16 and the Point of Beginning:

Thence along the west line of said Lot 16, N0º30'12"E, 391.71 feet to the southeasterly right-of-way line of Robinson Park Road;
Thence along said southeasterly right-of-way line the following four courses:
Thence N52º25'47"E, 19.77 feet;
Thence N51º33'54"E, 162.26 feet;
Thence N48º51'41"E, 95.93 feet;
Thence N44º33'34"E, 23.38 feet;
Thence leaving said southeasterly right-of-way line, S49º22'09"E, 41.82 feet;
Thence 33.38 feet along a curve to the right, said curve having a Delta = 54º38'57", Radius = 35.00 feet, Chord = 32.13 feet and a Chord Bearing = S22º02'40"E;
Thence 196.95 feet along a curve to the left, said curve having a Delta = 56º25'19", Radius = 200.00 feet, Chord = 189.09 feet and a Chord Bearing = S22º55'51"E;
Thence S38º51'29"W, 453.99 feet to the south line of Lot 16 of the Plat of Section 16;
Thence along said south line, N89º44'48"W, 67.50 feet to the Point of Beginning.

Parcel contains 2.68 acres, more or less.

SECTION 2: ZONING. That the property described in Section 1 of this Ordinance be and the same hereby is zoned Medium Density Residential (R-3); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are currently 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.

DRAFT

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2021.

_____
Bill Lambert, Mayor

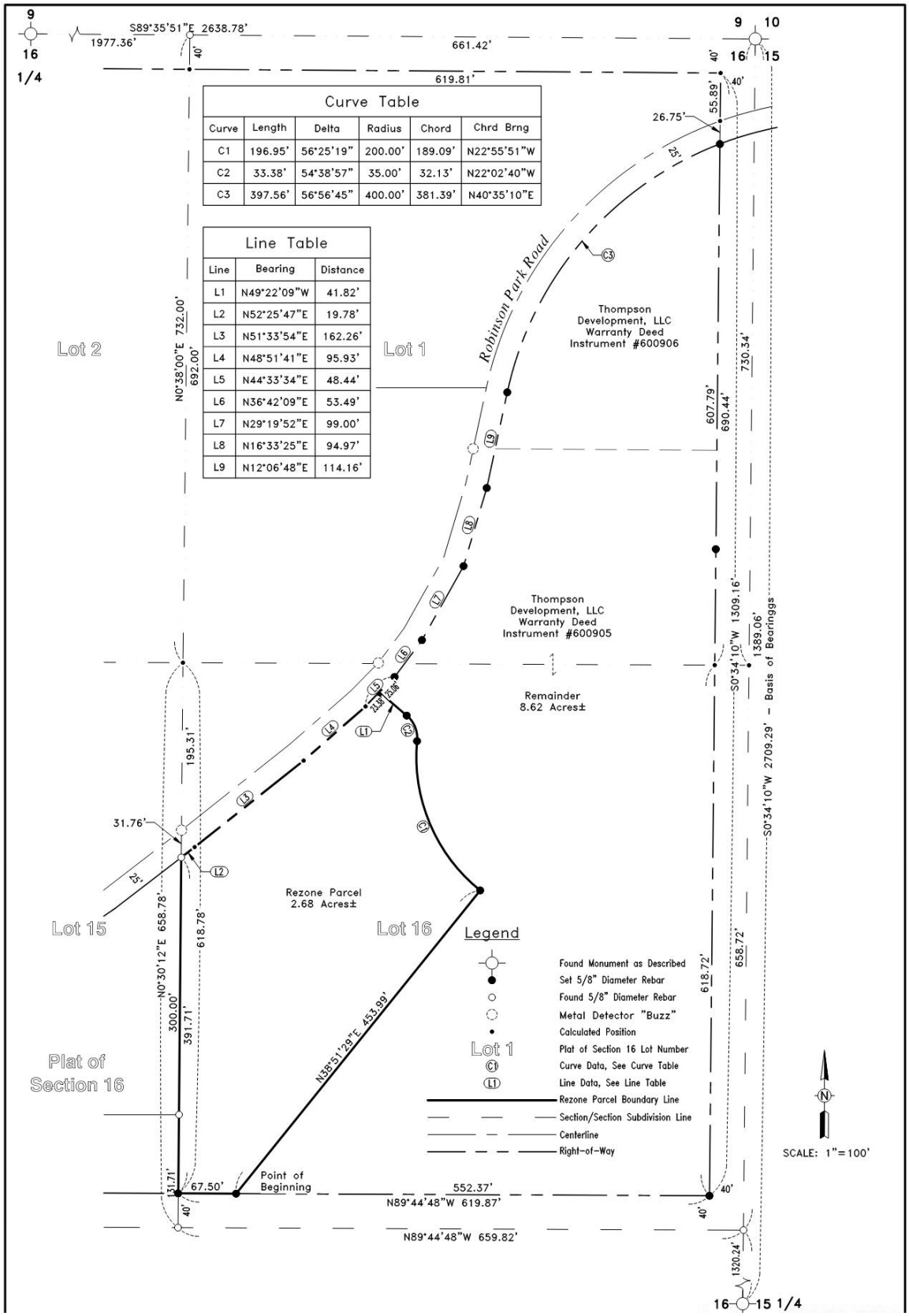
CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

EXHIBIT "A"



Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	196.95'	56°25'19"	200.00'	189.09'	N22°55'51"W
C2	33.38'	54°38'57"	35.00'	32.13'	N22°02'40"W
C3	397.56'	56°56'45"	400.00'	381.39'	N40°35'10"E

Line Table

Line	Bearing	Distance
L1	N49°22'09"W	41.82'
L2	N52°25'47"E	19.78'
L3	N51°33'54"E	162.26'
L4	N48°51'41"E	95.93'
L5	N44°33'34"E	48.44'
L6	N36°42'09"E	53.49'
L7	N29°19'52"E	99.00'
L8	N16°33'25"E	94.97'
L9	N12°06'48"E	114.16'

RESOLUTION 2021 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE DESIGNATION OF A TWO POINT SIX EIGHT (2.68) ACRE PROPERTY, LEGALLY DESCRIBED AND INCORPORATED HEREIN BY THIS REFERENCE, AS AUTO-URBAN RESIDENTIAL; PROVIDING THAT THIS RESOLUTION BE IN EFFECT UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Thompson Development, LLC, the owner of a two point six eight (2.68) acre parcel, has requested to be annexed into the City of Moscow; and

WHEREAS, in accordance with Idaho Code 50-222 and Chapter 65, Title 67, the City must determine the appropriate Comprehensive Plan Land Use Designation for the subject property upon annexation; and

WHEREAS, the subject property is currently located within the City of Moscow Area of City Impact and is designated as Auto-Urban Residential upon the City of Moscow Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a duly noticed public hearing on July 28, 2021, recommended that the Comprehensive Plan Land Use Designation of the subject property be Auto-Urban Residential upon annexation into the City of Moscow; and

WHEREAS, the Moscow City Council conducted a public hearing on September 7, 2021 and passed a motion to approve the designation of the subject property as Auto-Urban Residential upon Annexation;

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

That the Comprehensive Plan Land Use Designation of the two point six eight (2.68) property legally described below, be designated as Auto-Urban Residential upon annexation into the City of Moscow, Idaho.

> A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, in Lot 16 of the Plat of Section 16, Latah County, Idaho, described as follows:
>
> Commencing at the northeast corner of Section 16, thence along the east line of the Northeast Quarter of Section 16, S0º34’10”W, 1389.06 feet to the southeast corner of the Northeast Quarter of said Northeast Quarter; Thence along the south line of the Northeast Quarter of said Northeast Quarter, N89º44’48”W, 659.82 feet; Thence N0º30’12”E, 40.00 feet to the southwest corner of Lot 16 of the Plat of Section 16 and the Point of Beginning:

Thence along the west line of said Lot 16, N0º30'12"E, 391.71 feet to the southeasterly right-of-way line of Robinson Park Road;
Thence along said southeasterly right-of-way line the following four courses:
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Thence leaving said southeasterly right-of-way line, S49º22'09"E, 41.82 feet;
Thence 33.38 feet along a curve to the right, said curve having a Delta = 54º38'57", Radius = 35.00 feet, Chord = 32.13 feet and a Chord Bearing = S22º02'40"E;
Thence 196.95 feet along a curve to the left, said curve having a Delta = 56º25'19", Radius = 200.00 feet, Chord = 189.09 feet and a Chord Bearing = S22º55'51"E;
Thence S38º51'29"W, 453.99 feet to the south line of Lot 16 of the Plat of Section 16;
Thence along said south line, N89º44'48"W, 67.50 feet to the Point of Beginning.

Parcel contains 2.68 acres, more or less.

SEVERABILITY. Provisions of this Resolution 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 _____, 2021.

_____
Bill Lambert, Mayor

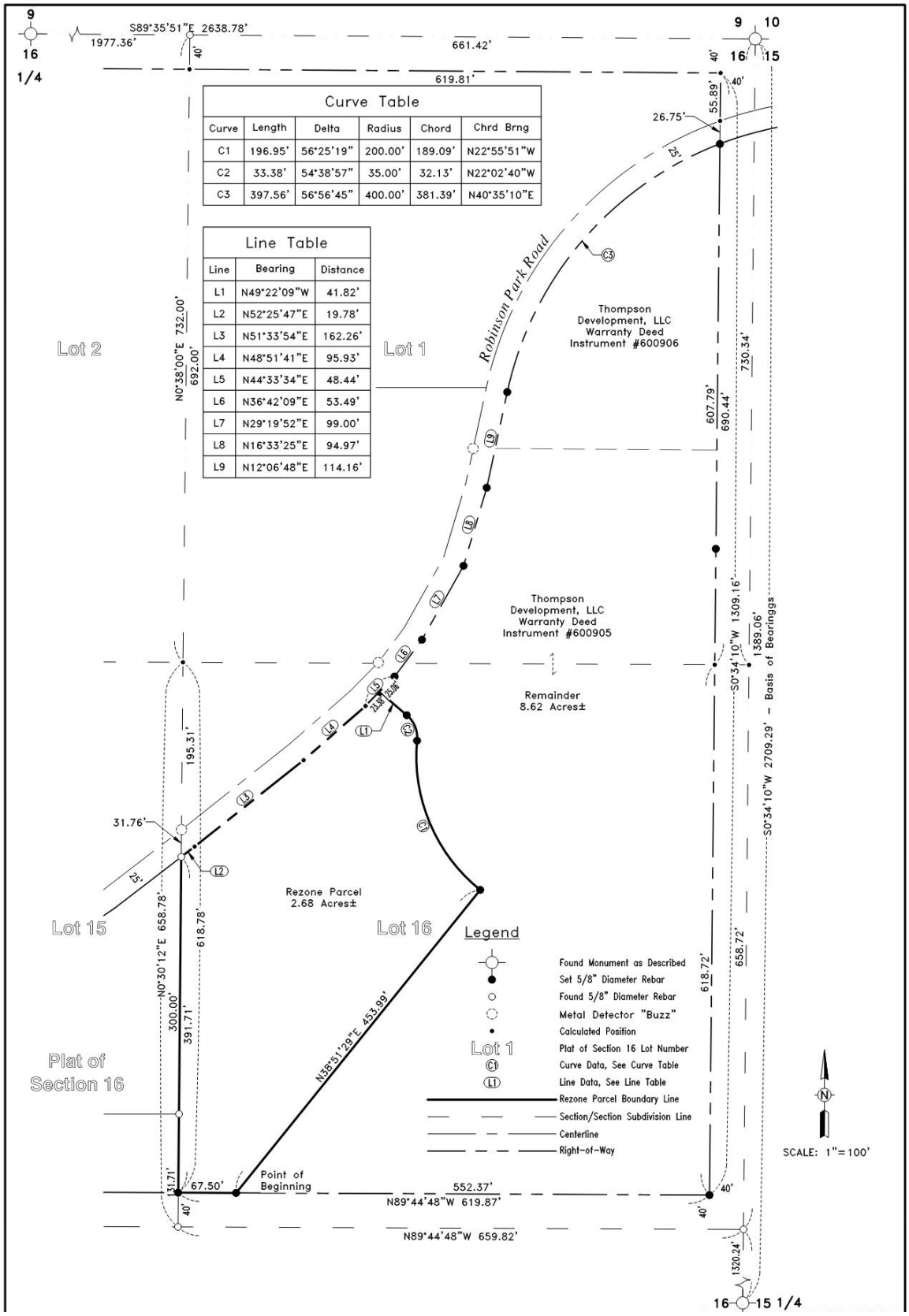
CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

EXHIBIT "A"


Curve Table
Curve | Length | Delta | Radius | Chord | Chrd Brng
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C3 | 397.56' | 56°56'45" | 400.00' | 381.39' | N40°35'10"E
Line Table
Line | Bearing | Distance
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L7 | N29°19'52"E | 99.00'
L8 | N16°33'25"E | 94.97'
L9 | N12°06'48"E | 114.16'
S89°35'51"E 2638.78'
1977.36'
661.42'
619.81'
Robinson Park Road
Thompson Development, LLC Warranty Deed Instrument #600906
Thompson Development, LLC Warranty Deed Instrument #600905
Remainder 8.62 Acres±
Rezone Parcel 2.68 Acres±
Lot 1
Lot 2
Lot 15
Lot 16
Plat of Section 16
N0°38'00"E 732.00'
692.00'
N0°30'12"E 658.78'
300.00'
391.71'
618.78'
195.31'
31.76'
N38°51'29"E 453.99'
Point of Beginning
67.50'
552.37'
N89°44'48"W 619.87'
N89°44'48"W 659.82'
S0°34'10"W 1309.16'
1389.06'
S0°34'10"W 2709.29' - Basis of Bearings
730.34'
607.79'
690.44'
618.72'
658.72'
26.75'
55.89'
Legend
Found Monument as Described
Set 5/8" Diameter Rebar
Found 5/8" Diameter Rebar
Metal Detector "Buzz"
Calculated Position
Plat of Section 16 Lot Number
Curve Data, See Curve Table
Line Data, See Line Table
Rezone Parcel Boundary Line
Section/Section Subdivision Line
Centerline
Right-of-Way
SCALE: 1"=100'
16 1/4
15 1/4

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

PUBLIC HEARING: Open Budget for Fiscal Year 2020-2021 (FY2021) (ACTION ITEM) - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

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, as well as the reimbursement of an economic development incentive. The City Council has authorized expenditures, including fleet purchases replacing two Police Utility Interceptors, and police body cameras which were delayed due to COVID. Staff is proposing to amend Ordinance 2020-11 in the amount of $4,806,043 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

$4,806,043

PERSONNEL IMPACT

ATTACHMENTS

1. memo-FY2021 Open Budget-Riedner
2. FY2021 Open Budget Memo-Banks
3. Budget Revisions FY2021
4. Amending Annual Appropriation Ordinance FY2021 (Open Budget) DRAFT

MEMORANDUM

To: Mayor & City Council

From: Gary J. Riedner, City Supervisor

c: Sarah Banks, Finance Director; Bill Belknap, Deputy City Supervisor

Date: September 1, 2021

Re: FY2021 Open Budget Process

On September 8, 2020, the Moscow City Council passed Ordinance 2020-11, the amended annual appropriations ordinance for fiscal year 2021, in accordance with Idaho Code 50-1003(1), which states:

The city council of each city shall, prior to the commencement of each fiscal year, pass an ordinance to be termed the annual appropriation ordinance, which in no event shall be greater than the amount of the proposed budget, in which the corporate authorities may appropriate such sum or sums of money as may be deemed necessary to defray all necessary expenses and liabilities of such corporation, not exceeding in the aggregate the amount of tax authorized to be levied during that year in addition to all other anticipated revenues.

The City of Moscow has received additional funds and incurred additional expenses during FY2021, subsequent to the passage of Ordinance 2020-11. In order to accommodate the receipt of additional revenues, and additional expenses, it is necessary to amend the appropriations ordinance by utilizing the "open budget" process, contemplated and authorized by Idaho Code 50-1003(3), which states:

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance to a greater amount than that adopted, if after the adoption of the appropriation ordinance additional revenue will accrue to the city during the current fiscal year as a result of increase in state or federal grants or allocations, or as a result of an increase in an enterprise fund or funds to finance the operation and maintenance of governmental facilities and services that are entirely or predominantly self-supporting by user charges, or as a result of an increase in revenues from any source other than ad valorem tax revenues.

The purpose of the open budget process is to amend appropriations to reflect those additional funds or expenditures. These have typically been additional revenues that were not anticipated to be appropriated in the preparation of the original budget, such as grants, retained fund balance, etc. and expenditures which also were unanticipated in the original budget, such as projects or purchases that were anticipated to be completed in the previous fiscal year but were not, and thus were "in process" and not budgeted (such as fleet purchases delayed by supply chain challenges due to COVID-19).

Finance Director Sarah Banks has provided a memorandum and a document entitled "Budget Revisions Detail 2021" both of which outline the funds which have either been received or expensed. While I will not repeat what her memo outlines very clearly, some highlights are:

- The amount of the amendment is unusually large: $4,806,043. This is mainly due to $3,651,300 in federal aid programs to combat the economic effects of the COVID-19 pandemic. The Coronavirus Aid, Relief and Economic Security Act (CARES), and American Rescue Plan Act (ARPA);
- The City participated in the State's Opportunity Fund economic development incentive program to partially reimburse EMSI for the cost of public improvements adjacent to their office building project on north Jackson Street, including the costs of increasing the capacity of the Hog Creek underground culvert system. Funds were paid by the City to EMSI in accordance with the program, and have been reimbursed to the City by the Opportunity Fund;
- General Fund balance in the amount of $600,000 is available to appropriate for transfer to accumulate funding for the City's emergency radio infrastructure project (Phase 1 of this project was approved by City Council in the FY2022 budget in the amount of $1,181,667).

City Council will be conducting a workshop on October 25, 2021 to consider potential uses for the federal funding and provide direction to staff. Approving the open budget ordinance only adds these revenues and expenditures to the appropriations ordinance.

After conducting the public hearing and considering testimony received, it is my recommendation that the City Council approve the ordinance under suspension of the rules requiring three complete and separate readings and that the ordinance be read by title and published by summary.

MEMORANDUM

To: Gary J. Riedner, City Supervisor

From: Sarah L. Banks, Finance Director

C: Mayor & City Council

Date: August 25, 2021

Re: Open Budget FY2021

This year there are seven changes totaling $4,806,043 recommended for the FY2021 open budget process. These recommended changes are in anticipation of the public hearing scheduled for September 7, 2021.

General Fund:

In 2019, the State of Idaho provided EMSI with a $350,000 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 reimbursed EMSI for the improvements in four equal installments upon achievement of identified milestones and then the State will reimburse the City. EMSI reached all four milestones, and the City has requested all four reimbursement payments in the total amount of $350,000. The revenue ($350,000) will come into General Fund State Grant Revenues (101-000-434-00) and expensed to EMSI out of General Fund Non-Departmental - Economic Development (101-140-670-25).

In FY2020, the City became eligible for reimbursement under the federal Coronavirus Aid, Relief, and Economic Security Act (CARES) funding for COVID -19 response, and the $887,100 population-based allocation was received by the City in FY2021. Of that amount, $743,866 was received into the General Fund. In addition, in FY2021, the City received the first of two tranches (allotments) of American Rescue Plan Act (ARPA) funding to help mitigate the negative economic impacts of COVID – 19. This first tranche was in the amount of $2,764,200 and was received into the General Fund. Both of these federal program moneys were received into General Fund Federal Grant Revenue (101-000-431-01) and will flow through to General Fund Ending Fund Balance (101-000-990-00). These funds are reserved to be allocated according to future Council direction which is the subject of a workshop to be held on October 25, 2021.

In FY2021, the City conducted an emergency radio infrastructure engineering and cost assessment to address an aging and inadequate radio system, and during the FY2022 budget process, the Information Systems Fund appropriated monies for the first phase of the Emergency Radio Infrastructure Upgrade Project. Additional funds are available from General Fund General Fund Beginning Fund Balance (101-000-900-00) in the amount of $600,000and will flow through to General Fund Ending Fund Balance (101-000-990-00) for transfer to the Information Systems Fund at year-end to accumulate toward the Emergency Radio Infrastructure Upgrade Project.

Of interest, although not included in the open budget process, City Council approved the purchase of a Mask Fit Test Machine for Fire (18,775).

Recreation & Culture - Arts:

The Idaho Commission on the Arts (ICA) allotted a disbursement of CARES Act Round 1: Relief for Organizations funds to all 2020-2021 recipients of ICA's Entry Track and Public Programs in the Arts grants. The Moscow Arts Department is a participant in both grant programs, and was allocated funding in the amount of $4,826 to support operations in FY2021. A simple application was required to accept these funds, which the City Council approved August 17, 2020. The revenue was received into Recreation & Culture Federal Grants (120-000-431-01) and was expensed to support presentation of a third exhibition at the Third Street Gallery (120-200-632-13).

Fleet Fund:

In FY2021, for the Police Department, Fleet replaced Unit #405 and #409, Ford Police Utility Interceptors (PUI), with new Ford PUI's. Fleet also replaced Unit #214 Ford F350 for the Fire Department with a new Ford F350. The revenue ($106,060) came from Fleet Beginning Fund Balance (290-000-900-01) and was expensed from Fleet Vehicles – Public Safety (290-130-770-75).

Information Systems Fund:

In FY2020, the Police Department requested the purchase of body-worn cameras. This purchase was 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. This request was made in the FY2020 open budget process, but due to equipment purchase delays revolving around COVID-19, the actual purchase took place in FY2021. The revenue ($93,857) came from Information Systems Beginning Fund Balance (295-000-900-01) and was expensed from Information Systems Equipment - Public Safety (295-132-770-74).

As noted previously, in FY2020, the City became eligible for reimbursement under the CARES funding for COVID -19 response to purchase necessary equipment to allow employees to work remotely in order to reduce exposure to COVID-19 in the workplace. In FY2021, of the total CARES Act funding of $887,100the amount of $143,234 was received into Information Systems Federal Grant Revenues (295-000-431-01) to offset expenses ($110,704) from Information Systems Minor Equipment – IS (295-130-690-95, ($5,605), Information Systems Professional Services – IS (295-130-642-95), and (26,925) Information Systems Professional Services – General Govt (295-130-642-31).

BUDGET REVISIONS DETAIL 2021

Explanation

This year there are seven changes totaling $4,806,043 recommended for the FY2021 open budget process. These recommended changes are in anticipation of the public hearing scheduled for September 7, 2021.

General Fund

Revenue

State Grant Revenue (1)	$350,000
Federal Grant Revenue (2)	$3,508,066
General Fund Beginning Fund Balance (3)	$600,000
Total unanticipated and unallocated revenues	**$4,458,066**

Total Proposed General Fund Use of Funds:

General Fund:

Economic Development (1)	$350,000
General Fund Ending Fund Balance (2, 3)	$4,108,066
Total General Fund Proposed Uses	**$4,458,066**

In 2019, the State of Idaho provided EMSI with a $350,000 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 reimbursed EMSI for the improvements in four equal installments upon achievement of identified milestones and then the State will reimburse the City. EMSI reached all four milestones, and the City has requested all four reimbursement payments in the total amount of $350,000. The revenue ($350,000) will come into General Fund State Grant Revenues (101-000-434-00) and expensed to EMSI out of General Fund Non-Departmental - Economic Development (101-140-670-25).

In FY2020, the City became eligible for reimbursement under the CARES funding for COVID - 19 response and in FY2021 the City received ARPA funding to help mitigate the negative economic impacts of COVID – 19. In FY2021, the CARES reimbursement of $743,866 and ARPA funding of $2,764,200 came into General Fund Federal Grant Revenue (101-000-431-01) and will flow through to General Fund Ending Fund Balance (101-000-990-00). These funds are reserved for Council direction on future projects within General Government and the Utility Funds Water, Sewer and Stormwater.

In FY2021, the City conducted a radio infrastructure cost assessment and during the FY2022 budget process, Information Systems Fund appropriated monies for the first phase of this radio infrastructure project. Additional necessary funds are accumulated in General Fund. In FY2021, $600,000 will come from General Fund Beginning Fund Balance (101-000-900-00) and flow through to General Fund Ending Fund Balance (101-000-990-00) for transfer to the Information Systems fund at year-end.

Recreation & Culture - Arts
Revenue

Federal Grant Revenue (1)	$4,826
Total unanticipated and unallocated revenues	**$4,826**

Total Proposed Recreation & Culture - Arts Fund Use of Funds:
Recreation & Culture - Arts Fund:

Third Street Gallery (1)	$4,826
Total Recreation & Culture - Arts Fund Proposed Uses	**$4,826**

The Idaho Commission on the Arts facilitated a disbursement of CARES Act Round 1: Relief for Organizations funds to all 2020-2021 recipients of its Entry Track and Public Programs in the Arts grants. The Moscow Arts Department is a participant in both grant programs, and was assigned funding from the CARES Act Round 1: Relief for Organizations in the amount of $4,826 to support operations in FY2021. A simple application was required to accept these funds, which the City Council approved August 17, 2020. The revenue came into Recreation & Culture Federal Grants (120-000-431-01) and was expensed to support presentation of a third exhibition at the Third Street Gallery (120-200-632-13).

Fleet Fund
Revenues

Fleet Beginning Fund Balance (1)	$106,060
Total Fleet Resources	**$106,060**

Total Fleet Proposed Use of Funds:

Fleet Vehicles – Public Safety (1)	$106,060
Total Fleet Fund Uses	**$106,060**

In FY2021, Fleet replaced Unit #405 and #409, Ford Police Utility Interceptors (PUI), with new Ford PUI's. Fleet also replaced Unit #214 Ford F350 for Fire with a new Ford F350. The revenue ($106,060) came from Fleet Beginning Fund Balance (290-000-900-01) and was expensed from Fleet Vehicles – Public Safety (290-130-770-75).

Information Systems Fund
Revenues

Information Systems Beginning Fund Balance (1)	$93,857
Federal Grant Revenue (2)	$143,234
Total IS Fund Resources	**$237,091**

Total Information System Proposed Use of Funds:

Information Systems Equipment – Public Safety (1)	$93,857
Information Systems Minor Equipment – IS (2)	$110,704
Information Systems Professional Services – IS (2)	$5,605
Information Systems Professional Services – General Govt. (2)	$26,925
Total IS Fund Uses	**$237,091**

In FY2020, the Police Department requested the purchase of body-worn cameras. This purchase was 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. This request was made in the FY2020 open budget process, but due to equipment purchase delays revolving around COVID-19 purchase took place in FY2021. The revenue ($93,857) came from Information Systems Beginning Fund Balance (295-000-900-

01) and was expensed from Information Systems Equipment - Public Safety (295-132-770-74).

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. In FY2021, a CARES funding reimbursement of $143,234 came into Information Systems Federal Grant Revenues (295-000-431-01) for expenses ($110,704) from Information Systems Minor Equipment – IS (295-130-690-95, ($5,605) from Information Systems Professional Services – IS (295-130-642-95) and (26,925) Information Systems Professional Services – General Govt (295-130-642-31).

ORDINANCE NO. 2021 –

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2020 – 11, THE AMENDED ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; TO APPROPRIATE MONIES IN THE SUM OF ONE HUNDRED MILLION NINE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS ($100,939,556); 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. 2020 – 11, the Second Amended Appropriation Ordinance for the City of Moscow, Idaho, for the fiscal year commencing October 1, 2020 and ending September 30, 2021, be and the same is hereby amended as follows:

	FY2021 ORIGINAL BUDGET	BUDGET ADJUSTMENT	FY2021 FINAL BUDGET
General Fund			
General Government	$7,526,790	$4,458,066	$11,984,856
Public Safety	$9,415,804	0	$9,415,804
TOTAL	**$16,942,594**	**$4,458,066**	**$21,400,660**
STREET FUND	**$2,956,724**	**$0**	**$2,956,724**
TRANSIT CENTER FUND	**$29,626**	**$0**	**$29,626**
Culture & Recreation			
Parks & Recreation Fund	$3,331,880	$4,826	$3,336,706
MSDCP	148,282		148,282
1912 Center Fund	106,100		106,100
Hamilton Trust Fund	227,700	0	227,700
Total	**$3,813,962**	**$4,826**	**$3,818,788**
Water Fund	**$6,912,676**	**$0**	**$6,912,676**
Sewer Fund	**$9,296,006**	**$0**	**$9,296,006**
Sanitation Fund	**$6,377,084**	**$0**	**$6,377,084**
Fleet Management Fund	**$2,829,415**	**$106,060**	**$2,935,475**

Information Systems Fund	**$1,690,912**	**$237,091**	**$1,928,003**
Capital Projects Funds			
Water Capital Projects Fund	$12,219,947		$12,219,947
Sewer Capital Projects Fund	14,548,202		14,548,202
Sanitation Capital Projects Fund	6,662,522		6,662,522
Capital Projects Fund	10,750,618		10,750,618
LID Construction Fund	29,166		29,166
Total Capital Construction Funds	**$44,210,455**	**$0**	**$44,210,455**
Debt Service Fund			
General Obligation Debt Fund	$1,047,400		$1,047,400
Special Assessments Fund	$26,659		$26,659
Total Debt Service Funds	**$1,074,059**	**$0**	**$1,074,059**
GRAND TOTAL	**$96,133,513**	**$4,806,043**	**$100,939,556**

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 _____.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2021.

_____
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Drug Detection Dog Program (ACTION ITEM) - James Fry

RESPONSIBLE STAFF

James Fry, Police Chief

REVIEWED BY

ADDITIONAL PRESENTER(S)

Mia Bautista

OTHER RESOURCES

DESCRIPTION

Drug crimes in Idaho have been prevalent for decades. Synthetic drugs and the resurgence of traditional, illicit drugs like methamphetamine and heroin are becoming the drug of choice on the street. Prescription fraud, black market production and illegal imports of opiates have been identified by the Office of Drug Policy and the Center for Disease Control as a national health crisis. If there is a specific drug interdiction event planned in our community, we are forced to rely on outside agencies who have a Drug Detection K9 and only then if the K9 is available at the time of the request. In order to enhance the ability to detect and investigate drug crimes, the Moscow Police Department proposed a Drug Detection K9 program in the FY2022 budget. At the FY2022 budget public hearing on August 2, 2021, the City Council approved the appropriation of funds supporting the program. However, the City Council directed that the program be brought before City Council for approval prior to implementation and any expenditure of the budgeted funds. The City of Lewiston has a drug detection K9 program, and a demonstration has been arranged for City Council to provide additional understanding of how a drug dog can assist drug investigations. In addition, policies and procedures have been researched and drafted, and are included in the backup for this item. Staff will be available to answer questions and concerns.

STAFF RECOMMENDATION

Receive presentation of the Drug Detection Dog Program and approve deployment of the program.

PROPOSED ACTIONS

PROPOSED ACTIONS: Receive presentation of the Drug Detection Dog Program and approve deployment of the program or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MPD Draft K9 Policy_draft_final
2. POST Training and Certification

Moscow Police Department Policies and Procedures – Canine Operations

I. Purpose

The purpose of this Policy is to establish procedures for the management and use of police canines.

II. Policy

The mission of the police canine team is to aid in the prevention and detection of crimes related to narcotic drugs. Canines have extraordinary senses of hearing and smell, which makes a trained law enforcement canine a valuable support to the police department and to the community.

III. Definitions

The following definitions are for the limited purpose of this policy and may not apply in all other cases.

A. Canine (K9): A police dog trained and certified in the detection of narcotics.

B. Canine Commander: A Captain charged with the over-all operations of the canine team.

C. Canine Coordinator: A Sergeant who provides administrative oversight of the Department's canine program and serves as an advisor to the Department on matters pertaining to the canine operations.

D. Canine Logs: Record of all canine activity. Items to be included will be daily work activity, training and demonstrations.

E. Canine Team: An authorized officer Handler and his/her assigned canine, both of which have received specialized training and are equipped to conduct canine operations.

F. Handler: A police officer who has successfully completed the required training and certification, and who is authorized by the Department to function as a canine Handler.

G. Narcotics: Controlled substances the canine will be trained to detect which includes methamphetamine, cocaine, heroin, fentanyl, carfentanil, and ecstasy.

H. Off Lead: A condition where a canine is under the verbal and/or hand signal control of the assigned Handler.

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I. On-Lead: A condition where a canine is attached to and controlled by a lead in the hand(s) of a Handler.

IV. Procedures

A. Organization and Administration

1. The principal duty of a canine Handler shall be to serve as an officer. Canine operations will be considered a support function to field operations. Canine Handlers will respond to calls for canine assistance in accordance with this policy and in compliance with priorities set by the Chief of Police.
2. The Chief of Police will designate a Canine Coordinator with oversight responsibility for MPD's canine program. Handlers are subject to the administrative supervision of the Canine Coordinator in matters pertaining to canine operations.
3. Police canines are the property of the City of Moscow, with the Handler providing care and maintenance at the Handler's private residence in accordance with the requirements of this policy. The cost of food and veterinary care for the canine is paid by the Department and acquired through authorized providers.
4. Departmental canines shall not be used for purposes other than official police duties. Canines may not be used for breeding purposes, or registered with any organization or association not specifically related to law enforcement without the written consent of the Chief of Police.
5. Handlers must comply with all written policy and lawful orders regarding the use of canines, but the Handler is authorized to decline to perform any requested canine assignment if the request violates departmental policy, unreasonably threatens the health and safety of the canine, or is inappropriate or inconsistent with the Moscow Police Department mission.

B. Handler Selection

Prospective Handlers must meet the following minimum qualifications:

1. Must have completed all probationary periods and field training required by the Department, and shall have a minimum of three (3) years of patrol field experience as a full-time sworn law enforcement officer with the MPD; or

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have trained as a canine Handler from a previous agency, served as a canine Handler for a minimum of two (2) years with that previous agency and have a minimum of one (1) year patrol field experience as a full-time sworn law enforcement officer with the MPD.

2. Receive their supervisor's recommendation regarding the applicant's, judgment, work history, use of force history, and performance under stress;
3. Have demonstrated the ability to work effectively and productively without close supervision;
4. Must be familiar with the duties and responsibilities of the assignment and demonstrate a sincere interest in working with canines in law enforcement;
5. Maintain a residence within Moscow city limits or within a reasonable distance from the City as determined by the Chief of Police. Due to the potential immediacy of the need for the Canine Team to be deployed, the Canine Team must be a close distance to the service area (primarily the City of Moscow). The residence must provide adequate yard space for the placement of a department-provided kennel, and which affords the canine suitable protection and solitude during off duty hours. In the event the Handler does not own a residence, he/she must obtain written permission from the property owner for the housing of the canine in the department provided kennel;
6. Agree to at least five (5) years of assignment as a canine Handler, excluding promotion, demotion, termination or reassignment initiated by the Department;
7. Must be able to perform the essential functions of the position and must be well versed in search and seizure laws.

C. Training, Certification & Evaluation

1. All canines and Handlers must successfully complete pre-service training and certification at a Department approved and recognized law enforcement canine training facility before performing law enforcement functions. Certifications will comply with Idaho Peace Officer Standards and Training canine regulations. If a canine does not successfully complete the certification

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course, the canine should not be deployed until becoming certified. The Handler must document and maintain complete training records for the canine showing the date, time, location, duration, description of the training, notes on how the canine performed and if any other canine units participated. These documents will be maintained as permanent records in accordance with this policy and reviewed monthly by the Canine Coordinator.

2. Handlers will successfully complete K9 First Aid training and will be supplied Narcan, or the Canine equivalent.
3. Canine teams must maintain certification and ongoing training as directed by the Department.
4. In-service training shall be conducted to reinforce initial training and maintain proficiency, correct any identified problems, and to provide new or updated training. A minimum of 16 hours of in-service training hours per month will be recommended in addition to the daily training/exercise period.
5. In-service and daily training may be conducted while on-duty with the approval of the Handler's supervisor. The canine team may also be authorized to attend outside training courses/facilities to enhance their effectiveness and level of proficiency.
6. If a canine team fails to perform at acceptable levels the canine may be removed from active duty and placed into remedial training until the canine team can perform at acceptable levels.

D. Handler Responsibilities

1. Canine Handlers are responsible for carrying out all regular duties of their rank and primary assignment as patrol officers, in addition to their canine responsibilities.
2. Canine Handlers are personally responsible for maintaining their canine in a clean, well-groomed, and healthy state of readiness.
3. All canines will have a kennel available at the Handler's home. The kennel will be provided by the Department. The kennel must provide proper environmental protection and comfort to the canine, but also be secured to prevent escape. When the Handler is sick or away from home and cannot care

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for the canine, the canine must be kenneled at the Department-approved boarding facility, unless other arrangements are approved by the Chief or his/her designee.

4. Handler shall ensure proper interior climate conditions and ventilation while the canine is in the patrol vehicle. The vehicle will remain locked when the Handler is not in the immediate area. If the canine is left for extended periods, the Handler must periodically check to make sure the canine is safe and comfortable. No one may access a canine vehicle while the canine is inside without permission of the Handler.
5. The premises, canine, and kennel assigned to officers who serve as Handlers are subject to unannounced and periodic inspection by the Department to ensure the animal is properly fed, kenneled, exercised and healthy.
6. At no time will the canine be permitted to run at large.
7. Police canines shall be kept out of restaurants, businesses, and public buildings, except when required in the conduct of official police business. Reasonable precautions should be taken to prevent the canine from urinating or defecating inside a building.
8. Handlers are responsible for the protection of others from the canine, and shall take reasonable precautions to ensure that their canine does not present a hazard to other employees or members of the public.
9. Handlers will not permit anyone (including unauthorized officers) to feed, pet, touch or hug their canine without their permission and immediate supervision.
10. At no time will a police canine be left alone with department or civilian personnel without the Handler being present. An ill or injured canine shall be reported to the Handler's shift supervisor and Canine Coordinator as soon as possible. If the canine is sick or injured, the Handler will determine if the canine may work. If the canine will be out of service the Field Operations Commander will be notified. If the veterinarian deems the canine temporarily unfit for duty, the Handler shall perform normal patrol duties on the current shift assigned.

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11. Handlers are responsible for scheduling routine services and ensuring a full health examination and vaccinations annually. In an emergency, another licensed veterinarian may provide medical care but only until an agency-approved veterinarian can take over treatment. If the veterinarian recommends surgery or other costly specialized treatment, the Handler shall notify their Canine Commander and seek approval.
12. Handlers will maintain accurate written records that document all canine activity, training, deployment and veterinary care. This information will be readily available to canine officers, the Canine Coordinator, and others who may need it to seek a search warrant. All canine activity reports and documentation shall be reviewed by the Canine Coordinator on a monthly basis.
13. Bites. If the canine has bitten or has been accused to have bitten or otherwise injured an individual, at any time, the Handler shall immediately notify the Canine Coordinator, document the injury, obtain medical treatment for the person, complete a detailed report regarding the circumstances surrounding the incident, the identity of the individual involved, any witnesses and witness statements, the extent of the injury and measures taken in response, and complete an accident/injury form to provide to the City Clerk to be submitted to the City's insurance carrier.
14. Damage caused by Canine. In any case of property damage caused by the Canine, a supervisor shall be summoned to the scene, photographs will be taken of the damage, and a written report will be completed documenting the damage and how it was sustained. The report shall be forwarded to the Canine Commander and Operations Captain.

E. Procedures Related to Approved Uses of Agency Canines

1. The Canine is only permitted to be used for the detection of narcotics.
2. When the canine smells narcotics the canine has been trained to detect, he will exhibit a passive alert (for a reward). A canine uses its highly developed sense of smell to detect the presence of the odors that it has been trained on. The canine is trained to find where the drug is hidden by the use of its nose.

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When members request a search from the canine team they need to be aware that the scents need to be as undisturbed as possible; to include shutting off vehicles, closing windows, removing suspects and witnesses from the area to be searched. The person who has control over the area will be asked if there are any hazards in the area that could harm the canine prior to the canine entering the area. The canine is trained using a simple principal of hide, seek, find, reward. This entire process is called a response. A Handler is the only person who is able to read the actions of the canine and insure that all of the elements of the response are there. Once a response is given the Handler will inform the member in charge of the scene who will then secure any evidence recovered. A canine can be used for several types of searches. All searches will be conducted as prescribed by law. Warrant searches, probable cause searches, probation and parole searches, and search incident to arrest searches do not require in depth reports from the canine team because the canine was not used to build probable cause, and is only a tool to expedite the search. In searches where the canine is used to build probable cause the training of the team will come into play and will be presented to the Judge for the search warrant.

3. Sniffing of an individual's person is not permitted under any circumstances.
4. Canines certified in the detection of controlled substance odors may be deployed in the following situations:
    a. To sniff vehicles during traffic stops.
    b. To build probable cause for a search warrant.
    c. Drug interdiction in public areas.
    d. Searches with voluntary consent.
    e. Assistance to other law enforcement agencies in the above areas.
    f. Searches of private businesses, schools and homes that are authorized by state law and approved by the Canine Commander, the Police Chief or the Police Chief's designee.
5. It will be the requesting officer's/agency's responsibility to search, record, and take control of any contraband that is seized. If the search is requested by an

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outside agency, they will provide the Handler with a lab report and incident report outlining the circumstances on the incident.

6. Should narcotics be located, the Handler will provide a supplemental report to the requesting officer/agency.
7. The Handler will have the ultimate responsibility in deciding as to the propriety of a search or "canine sniff." The Handler may decide at any point that a search or "sniff" is no longer justified.
8. Prior to using the canine for a drug search, the Handler must make the determination that there is at least reasonable suspicion (based on articulable facts) that illicit drugs may be found. If a person or vehicle is the subject of the investigative detention, a determination must be made that the detainment is legally proper and if a search is warranted it also must be constitutionally permissible.
9. All persons and plain view drugs must be removed or placed in one room prior to the canine search.

F. Conduct in the Presence of Canines

The following rules will apply to all personnel when in the presence of police canines:

1. Do not pet the canine.
2. Respect the Handler's wishes in regard to the canine.
3. Stay away from the canine during training.
4. Stand still if you think you are about to be bitten.
5. Avoid aggressive or sudden movements in the presence of the canine.
6. Do not tease or try to agitate the canine.
7. Do not try to entice the canine to break away or disobey commands.
8. Do not use any command you have heard the Handler use.
9. Do not feed the canine.
10. Do not engage in violent or simulated violent behavior toward the Handler.
11. Do not point a weapon or simulated weapon at the canine or the Handler.
12. Do not stare intensely at the canine.
13. Do not hug or lean down closely to the canine's head.

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14. Do not get into a canine vehicle unless directed to do so by the Handler.

G. K-9 Vehicles and Equipment

1. Canine Handlers will be assigned a marked patrol vehicle specially equipped for canine operations, to include canine transport system, temperature monitor, and remote deployment system. Vehicles assigned for canine use will be operated only by a trained Handler unless the canine is not present in the vehicle.
2. Handlers will be provided with training in the use of all specialized canine equipment installed in the vehicle, and in the general use of the vehicle in support of canine operations. The Handler shall ensure that all specialized equipment installed in the vehicle is properly maintained in a fully functional condition, and that the vehicle is kept clean and sanitary.
3. Patrol vehicles assigned to canine teams will not be used to transport prisoners who resist arrest or are combative, agitated, or intoxicated and disruptive. In such instances, a regular patrol unit should be requested to provide transport assistance. Any prisoner transported by a Canine Team shall be handcuffed with hands behind their back and secured with lap and shoulder belt in the front passenger seat. Patrol vehicles assigned to canine teams will not be used to transport persons taken into police custody for the purpose of mental evaluation or commitment.
4. If a canine unit is the initiating vehicle in a pursuit, it shall relinquish the pursuit to the first marked unit available. The use of canine teams to respond to the scene of pursuit terminations will be at the discretion of the controlling supervisor based on the seriousness of the incident.
5. Handlers will be permitted to wear a special uniform (i.e. jump suit, exterior vest, cargo pants, etc.) as authorized, in order to more efficiently carry additional canine equipment and increase response times in the event of a call out.
6. Canine Teams will be provided with specialized equipment necessary to conduct safe and effective operations and training. The Handler will be responsible for the proper care and security of issued equipment and shall

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notify the Canine Coordinator of any needed replacement or supplemental equipment. Issued equipment may include, but is not limited to; canine first aid kit, equipment bag, muzzles, collars, leads, harness, water containers, canine badge, and training aids.

H. Use of Controlled Substance Training Aids

1. In order to maintain the canine's proficiency in the detection of narcotics scent training is needed that uses drugs previously approved. Handlers must have training in the security requirements of the training aide (e.g. narcotics) and follow inventory and storage regulations defined by the state and federal Drug Enforcement Administration. The Chief will select a designee to conduct annual inspection and inventory of canine training aids.
2. Controlled substances used for training shall be stored in a secure area and handled separately from all contraband or evidentiary drugs. All controlled substances shall be stored in a way to prevent scent contamination.
3. To protect the integrity of the agency and all personnel involved in or assisting with the canine training program, the Department has established detailed procedures governing the use of controlled substances to ensure the following:
    a. Appropriate records are kept;
    b. Access to the controlled substances is limited to authorized personnel only;
    c. A procedure for obtaining and returning the controlled substances is strictly adhered to; and
    d. The controlled substances are obtained and disposed of in accordance with applicable law and federal regulations.
4. The evidence control officer, or his designee, will be responsible for maintaining the appropriate controls and accounting records for the controlled substances, in accordance with departmental policy, state and federal law.
5. When such controlled substances are no longer needed or useful, the evidence control officer or designee, will have the controlled substance destroyed in accordance with Drug Enforcement Administration procedures.

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6. Procedures for Checking Out and Returning Controlled Substances will be pursuant to the current best practices and standards required.

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IDAHO PEACE OFFICER STANDARDS & TRAINING
PROCEDURE

12.13 CANINE TEAM CERTIFICATION

A. General

IDAPA Rules 11.11.01.090 – 091 govern intended minimum standards of performance for the certification of Idaho police canine teams. Nothing in this procedure is intended to limit the use of canine teams employed by other states or federal agencies for law enforcement purposes, or the use of volunteer canine teams in which the handler is not an Idaho peace, detention, correction, or adult probation and parole officer.

B. Definitions

A canine team is a specific person and a specific dog controlled by that person as its handler, formally assigned by the appointing agency to perform law enforcement duties together.

Pace is a distance measuring approximately two (2) feet.

C. Areas of Certification offered by the Council

1. Patrol
2. Tracking/Trailing
3. Evidence Search
4. Controlled Substance Detection
5. Explosive Substance Detection

D. Training

1. A patrol canine handler shall have completed two hundred forty (240) hours of POST- approved canine handler training, including:
   a. Suspect search
   b. Apprehension
   c. Handler Protection
   d. Obedience
   e. Agility

2. A tracking/trailing, controlled substance detection or an explosive detection canine handler shall have completed one hundred sixty (160) hours of POST-approved canine handler training, including:
   a. Obedience
   b. Odor recognition specific to the area the canine team is seeking certification in.

3. An evidence detection canine handler shall have completed forty (40) hours of POST- approved canine handler training, including:
   a. Obedience
   b. Odor recognition specific to the area the canine team is seeking certification in.

E. Patrol Dog Certification Test

1. The skills required for certification of a patrol canine team are:
   a. Suspect Search
   b. Apprehension
   c. Handler protection; and
   d. Obedience-agility.

2. If a canine team fails any one (1) of the four (4) required skills, all four (4) skills must be repeated and successfully demonstrated during retesting.

3. Certification Testing Criteria

   a. SUSPECT SEARCH-- Under direction and reasonable control, the dog must demonstrate the ability to detect and audibly alert the handler to a hidden person in a structure or building and locate a person in an outdoor open area. The handler must inform the evaluator of the manner in which the canine alerts prior to the exercise beginning. In a structure or building of reasonable size with multiple rooms and hiding places, the dog must demonstrate the ability to locate a hidden person and audibly alert the handler. In an outdoor area with multiple hiding locations, the dog must demonstrate the ability to locate a hidden person and audibly alert the handler.

   b. APPREHENSION--**Without Contact**. While off leash and under direction of the handler, the dog must pursue a person acting as a suspect without any physical contact. The canine team must begin the exercise off leash from a predesignated starting point. While the handler controls the dog, the evaluator will signal the "suspect" to visually present himself at a distance of at least thirty (30) yards from the canine team. The handler must verbally challenge the "suspect" to stop. The "suspect" will ignore the order and continue to flee. The handler must then release the dog in pursuit of the "suspect" and tactically follow the dog, keeping the dog and "suspect" in full view. The "suspect" will stop fleeing and stand still. As predetermined by the handler, the dog must either return to the handler or stay and guard the "suspect." During this exercise, the dog must not make physical contact with the "suspect.".

      With Contact. While under control of the handler and with the dog off-leash, the dog must pursue and apprehend a "suspect" with physical contact. The canine team must begin the exercise off leash from a predesignated starting point. While the handler controls the dog, the evaluator will signal the "suspect" to visually present himself at a distance of at least thirty (30) yards from the canine team. The handler must verbally challenge the "suspect" to stop. The "suspect" will ignore the order and continue to flee. The handler must then release the dog in pursuit of the "suspect" and tactically follow the dog, keeping the dog and "suspect" in full view. The "suspect" will continue to flee. The handler must send the dog to physically apprehend the "suspect" and the dog must hold the "suspect" until called off (verbal only) by the handler.

   c. HANDLER PROTECTION-- The dog must defend the handler during a physical attack on the handler by a "suspect." On verbal command from the handler, the dog must cease physical apprehension of the assailant.

d. OBEDIENCE-AGILITY-- The handler must control the dog during an obedience performance test. Testing will be conducted using reasonable distractions that may be encountered during the performance of law enforcement duties.

i. Heeling. The canine team must perform basic routine left, right, and about turns, both slow and quick pace, on and off leash. Testing will consist of two (2) right turns, two (2) left turns, two (2) about turns, and two (2) stop/sits, both on and off leash

ii. Down in Motion. With the team moving forward, the handler must "down" the dog on the evaluator's command and continue to move forward until the handler reaches a designated point. At the evaluator's command, the handler must recall the dog to the "heel" position by voice and/or hand commands.

iii. Stay from a Distance. With the dog in a down-stay or a sit-stay position, the handler must face the dog from a designated point. After the dog has remained for five (5) minutes, the handler must return to the dog.

iv. Obstacle. From the heel position, and at least two (2) paces in front, the handler must command the dog to jump the obstacle and to stay in a sit, stand, or down position on the other side of the obstacle. The handler must inform the evaluator prior to the jump what position the dog will assume. The handler must then proceed to the dog and command the dog to heel to complete the exercise.

v. Gunfire Sureness Test (Off-Lead). The handler must heel his dog onto the test field. The handler must stop, place his dog in a down or sit, draw a pistol and fire two (2) shots (blanks only). The canine may show interest, but no aggression toward the handler or persons in the area or any uncontrolled fleeing.

F. Tracking/Trailing Dog Certification Test

1. The dog must follow the trail of a person along a track that is four hundred (400) to six hundred (600) paces in length, having two (2) turns and aged a minimum of fifteen (15) minutes. A cross-track will be placed at some point along the third leg as a diversion. The dog must not be diverted from the original track.

G. Evidence Search Dog Certification Test

1. The dog must locate two (2) well-scented, small items that the evaluator has hidden in an outdoor area. The dog and the handler must be out of sight when the items are placed. The handler must direct the dog to search systematically. The dog must indicate the location of these items as it encounters them.

H. Detection Dog Certification Test

1. Detection dog teams must detect substances in residential and commercial buildings, private and commercial vehicles, containers, and exterior open areas. During testing, substances will be hidden by the evaluator, outside the knowledge of the handler. The dog must start the search at a point determined by the handler.
   a. Buildings. The building search will consist of an area designated by the evaluator that may vary in size, location, or environment, but must consist of at least four (4) rooms. Substances may be hidden high and low
   b. Vehicles. The vehicle search will consist of at least four (4) vehicles which may vary in size, location, or environment. The search must include the interior and exterior of the vehicles. Substances may be hidden inside or on the outside of the vehicle.
   c. Containers. This search will consist of at least six (6) containers. These pieces may vary in location or environment
   d. Exterior open areas. The exterior search will consist of an area in open air that may vary in size, location, or environment, and may include buried substances.

2. Each handler must demonstrate the ability to control their dog throughout the certification.

3. The types and amounts of substance in each search will be at the discretion of the evaluator. Substances must be set in place at least thirty (30) minutes prior to each test. Pseudo substances and/or paraphernalia must not be used.

4. Controlled substances will consist of three (3) main areas. A drug detection dog must locate a total of eight (8) finds consisting of the following:

   i. Cocaine (hydrochloride) (two (2) grams or greater)
   ii. Heroin and Opiate Derivatives (two (2) grams or greater
   iii. Methamphetamine (two (2) grams or greater)

5. Optional substances may be tested at the handler's request.

6. An explosive detection dog shall locate one (1) find of each of the following:

   i. Black Powder/Time Fuse
   ii. Smokeless Powder
   iii. TNT
   iv. Dynamite
   v. RDX
   vi. PETN/Det Cord
   vii. Ammonium Nitrate
   viii. Potassium Chlorate

7. Optional substances may be tested at the handler's request.

8. Testing Procedure
   a. Prior to testing, the handler must give the evaluator information on the type of indication.
   b. The evaluator will signal the start and finish of each test and will allow reasonable time for the team to cover the area and indicate the location of the substance.
   c. The handler must verbally indicate to the evaluator that he has a positive indication from his dog and believes that the substance has been found and is in the immediate vicinity. Any false or incorrect indication called by the handler is an automatic failure.

I. Testing Documentation

1. All testing must be documented on the official POST K-9 Certification Form for the specific discipline tested.

2. If the K-9 team successfully passes the evaluation, it is the responsibility of the handler to mail or email the appropriate paperwork to POST for processing.

3. If the K-9 team does not successfully pass the evaluation, it is the responsibility of the evaluator who conducted the evaluation to mail or email the appropriate paperwork to POST for record keeping.

IDAHO PEACE OFFICER STANDARDS & TRAINING
TRAINING ACADEMY
PROFESSIONALISM THROUGH TRAINING
CITY•STATE•COUNTY

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 7, 2021

AGENDA ITEM TITLE

Sale of Current Police Station to University of Idaho (ACTION ITEM) - Mia Bautista

RESPONSIBLE STAFF	REVIEWED BY
Gary Riedner, City Supervisor	This was reviewed by the Public Works/Finance Committee on June 28, 2021 and City Council on July 6, 2021.

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

DESCRIPTION

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue municipal bonds to construct a new police services facility, remodel the current police facility for use as an office building, and make minor improvements to the Paul Mann Building located to the west of City Hall. On June 15, 2020, the City of Moscow purchased the Haddock Building, located at the southeast corner of Washington and Fifth Street, from Gritman Medical Park, LLC, for the price of $875,000. The purchase of the Haddock Building includes off-street parking and represents significant savings over the estimated remodel costs of the current police facility. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

On July 6, 2021, the City Council declared its intent to sell the property for the appraised value of $975,000. The City Clerk published a summary of the action and notice of a public hearing to take place August 2, 2021 in the official newspaper of the City (Moscow-Pullman Daily News).

On August 2, 2021, pursuant to Idaho Code 50-1403, the City Council held a public hearing at which the Council considered public testimony and declared it is in the City's best interest to convey the current Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for the appraised value of $975,000, and authorized such conveyance. The Council also directed staff to negotiate a purchase and sale agreement and to prepare an ordinance of conveyance and to bring the agreement and ordinance back to the City Council for review and approval in order to complete the transaction.

STAFF RECOMMENDATION

1. Approve the purchase and sale agreement for the current police facility located at 118 E. Fourth St to the University of Idaho;
2. Approve the 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: 1. Approve the purchase and sale agreement for the Haddock building located at 118 E. Fourth St with the University of Idaho, or take such other action deemed appropriate; 2. Approve the Ordinance authorizing conveyance of real property 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

PERSONNEL IMPACT

ATTACHMENTS

1. memo-MayorCouncil Police Station Sale to UI_072921
2. Notice of Public Hearing - sell of 4th St MPD building_clean
3. attPWF_2021-06-28 University of Idaho Letter of Intent to Purchase 0521
4. Moscow Commercial Office Building Appraisal Report 03.12.2021
5. PoliceStation-PurchaseAgreement_UniversityIdaho
6. Ordinance 2021- Authorization to Convey Real Property_draft

MEMORANDUM

To: Mayor & City Council

From: Gary J. Riedner, City Supervisor

c: Bill Belknap, Deputy City Supervisor Community Planning and Design; Mia Bautista, City Attorney; Sarah Banks, Finance Director

Date: July 30, 2021

Re: Proposal to Convey Current Police Facility Located at 118 E. 4th Street to the University of Idaho

---

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue general obligation municipal bonds for the purpose of acquisition, construction, remodeling improvement of a new police station and other public buildings throughout the City. In preparation for the bond election, the City anticipated that the funding would be utilized for the construction of a new police station, remodel of the current 118 E. 4th Street police facility for use as office space for the engineering and community development departments, and some minor repairs and remodel of the Paul Mann Building for the City's Information Systems, Human Resources, and Community Events departments, and will also allow for secure storage of the City's permanent records, which are currently housed in the basement of City Hall, which has been known to flood.

The estimated costs of those projects at the time of the bond election were as follows:

New Police Facility	$7,887,207
Remodel & Renovation of 118 E. 4th Facility	$1,500,458
Repair of Paul Mann Building	$132,043

Following the bond election, the City Council authorized the design and construction of a new police facility, located at 155 Southview Ave. Due to significant cost increases in the construction industry, the cost of construction, including the purchase of real property upon which to locate the facility, has exceeded the estimate by $1,025,823, leaving only $661,678 to complete the renovations to the 118 E. 4th Street facility, and repairs to the Paul Mann Building.

During the spring of 2020, the City Council learned that the Haddock Building, an office building located at the southeast corner of Washington and Fifth streets, was being offered for sale by its owner, Gritman Medical Park, LLC, for the price of $875,000. Staff investigated the potential of purchasing the Haddock Building for use as an office building to serve as office space for the engineering and community development departments, the purpose for which the 118 E. 4th Street facility had been intended.

The first question was whether the use of funds from the 2019 general obligation bond issue could be used for the purchase of the Haddock Building, as it was to serve the same function as the to-be renovated 118 E. 4th Street facility.

The language which was included on the ballot from that bond election reads as follows:

Shall the City of Moscow, Idaho, be authorized to issue and sell general obligation bonds in the principal amount of up to $9,640,000 for the purposes of acquisition, construction, remodeling,

improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor; the bonds to be due in installments as fixed by the Mayor and Council of the City, the last installment to be due and payable not more than ten (10) years from the date of issue of such bonds, as provided in Ordinance No. 2019-01 adopted by the Council of the City on February 19, 2019?

In either the renovation of the 118 E. 4th Street facility, or the purchase and renovation of the Haddock Building, the proceeds of the bond would be used "for the purposes of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor", as authorized by the voters. The proceeds of the bond are being used to construct a new police station and to provide office space for city operations, all as represented to and approved by the voters.

Secondly, was there an advantage to purchase and renovate the Haddock Building over the renovation of the 118 E. 4th Street facility?

- The Haddock Building was built in 1985, while the 118 E. 4th Street facility was constructed in 1936 and has been remodeled extensively over the years;
- The Haddock Building has 15 off-street parking spaces, while the 118 E. 4th Street facility has no off-street parking spaces;
- The 118 E. 4th Street facility is located by a one-way arterial (Washington Street) and a dead-end street (4th Street), while the Haddock Building is located with access onto a one-way arterial (Washington Street) and a two-way street (5th Street);
- The 2019 estimated renovation cost of the City-owned 118 E. 4th Street facility was $1,555,458, while the purchase price of the Haddock Building ($848,450) and estimated renovation cost ($644,220) together amount to $1,492,670, which is a slight savings;
- If City Council wished, it could sell the 118 E. 4th Street facility, realizing the funds from the sale.

On June 15, 2020, the City Council approved the purchase agreement for the Haddock building for $875,00 subject to completion of a property inspection. The City completed an assessment of the Haddock Building and determined that the building roof and mechanical equipment were in need of replacement, and negotiated a reduction of the purchase price to $848,450, and subsequently closed on the property in September of 2020. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho in that regard.

The soon-to-be-vacated 118 E. 4th Street facility, is approximately 9,000 sq. ft. in size and has an appraised value of $975,000. The appraisal was conducted by Gem Valley Appraisals, Inc. in March, 2021.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of

I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

In order to convey City-owned real property, the City must declare its intent to sell or exchange the property, state the value or minimum price for the property, or an explanation of the intended exchange for other than monetary consideration. After meeting these requirements in a public meeting, the City Clerk shall publish a summary of the action in the official newspaper of the City (Moscow-Pullman Daily News), and provide notice of a public hearing to take place no earlier than fourteen (14) days prior the date of the public hearing.

On July 6, 2021, the City Council declared its intent to sell the property for the appraised value of $975,000. The City Clerk published a summary of the action and notice of a public hearing to take place August 2, 2021 in the official newspaper of the City (Moscow-Pullman Daily News). Pursuant to Idaho Code 50-1403, after the public hearing has been conducted, the City Council may declare that it is in the best interests of the City to convey the property to the University of Idaho for the appraised price of $975,000.

The following table illustrates the original estimates, current estimates and variance of the projects.

Facility Cost Estimates	**Original Estimate During Bond Election**	**Current Actual**	**Variance**
Police Services Facility	$7,887,207	$ 8,913,030	$ (1,025,823.05)
Fourth Street Renovation	$1,500,458	$ 1,492,670	$ 7,788.38
Mann Building Renovation	$132,043	$ 203,000	$ (70,957.04)
TOTAL CITY FACILITIES PROJECT COST	**$9,519,708**	**$ 10,608,700**	**$ (1,088,991.71)**
Police Station Sale Proceeds		**$ (975,000)**	
total Net Project Costs		**$ 9,633,700**	
Bond Proceeds		**$ 9,554,000**	
Variance		**$ (79,700)**	

NOTICE OF PUBLIC HEARING
AND
SUMMARY OF CITY COUNCIL ACTION
DECLARING INTENT TO SELL REAL PROPERTY

City of Moscow
Conveyance of 118 East 4th St Property

On July 6, 2021, during a duly noticed public meeting, the City Council declared its intent to convey the Moscow Police Station facility located at 118 E 4th Street to the University of Idaho for the appraised value of $975,000 and directed a public hearing to be scheduled for August 2, 2021. Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another tax supported governmental unit without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The Board of Regents of the University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest in purchasing the property.

A public hearing, at which you may be present and speak, will be conducted before the Mayor and City Council of the City of Moscow at which time the following Ordinance will be considered:

> AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF MOSCOW, IDAHO, LOCATED AT 118 EAST 4TH STREET, MOSCOW, LATAH COUNTY, IDAHO, TO THE UNIVERSITY OF IDAHO, A TAX SUPPORTED GOVERNMENTAL UNIT, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO.

HEARING DATE: Monday, August 2, 2021

HEARING LOCATION: Moscow City Hall Council Chambers
206 East Third Street, Second Floor
Moscow, Idaho 83843

MEETING TIME: 7:00 p.m.

The complete file will be available for review at the City Clerk's office located in Moscow City Hall, 206 East Third Street, Third Floor Reception, Moscow, Idaho, 83843. Verbal and written comments will be accepted up to and at the hearing.

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

_____
Laurie M. Hopkins, City Clerk
PUBLISH: July 17, 24 and 31, 2021

University of Idaho

DIVISION OF FINANCE AND ADMINISTRATION
Office of the Vice President for Finance and Administration
875 Perimeter Drive MS 3168
Moscow, ID 83844-3168
208-885-6174
208-885-5504 [FAX]

May 21, 2021

Letter of Intent to Purchase
RE: 118 E 4th St, Moscow ID 83843

This letter will serve as a non-binding Letter of Intent which sets the basic terms and conditions under which the City of Moscow, the owner as prospective SELLER, would consider entering into a purchase and sale agreement with the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, as prospective BUYER, for the above referenced location.

BUYER is willing to proceed with negotiation of a purchase and sale agreement based on the following business terms and conditions. The parties agree that BUYER'S purchase and sale agreement template shall be utilized and modified as agreed upon by the parties.

Seller: City of Moscow
221 E 2nd St
Moscow ID 83843

Buyer: Board of Regents of the University of Idaho
Vice President for Finance and Administration
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

Site: 118 E 4th St, Moscow ID 83843 (Assessor's Parcel #RPM0001003005AA)

Price: $975,000

Financing: Cash at closing.

Contingencies: Contingencies established in purchase and sale agreement shall be limited to reasonable buyer due diligence and subject to established policies for approval by Board of Regents.

Closing: Subject to contingencies of purchase and sale agreement but estimated to be no later than September 30, 2021.

This letter is not intended to be contractual in nature. It is only an expression of the basis on which the SELLER and BUYER would consider entering into a purchase agreement. Neither party shall be obligated unless and until a formal written purchase agreement is duly executed by authorized representatives of both parties and delivered to each party. This letter of intent shall expire upon execution of a purchase and sale agreement by parties or September 30, 2021 whichever comes first.

Agreed and Accepted:

SELLER:

City of Moscow

Date Signed: 6-24-21

BUYER:

Board of Regents of the University of Idaho
Brian Foisy, Vice President, for Finance & Admin

Date Signed: 5/21/21

A REAL ESTATE APPRAISAL COMPANY

Appraisal Report

Moscow Police Department Building

114 E. 4th Street
Moscow, ID 83843

Effective Date of Value: March 05, 2021

Report Date: March 12, 2021

GVA File No: 2021-038

Prepared for:

City of Moscow
Attn: Bill J. Belknap
Deputy City Supervisor, Community Planning and Design, City of Moscow Executive Director, Moscow Urban Renewal Agency
221 E. Second Street
Moscow, ID 83843

Prepared by:

Gem Valley Appraisal Services, Inc.
Sarah E. Miles, MAI
828 S. Washington Street, Ste. D
Moscow, ID 83843

828 S. Washington, Suite D *208-882-7200*
Moscow, ID 83843 *www.gemvalleyappraisal.com*

City of Moscow March 12, 2021
Attn: Bill J. Belknap
Deputy City Supervisor, Community Planning and Design,
City of Moscow Executive Director, Moscow Urban Renewal Agency
221 E. Second Street
Moscow, ID 83843

RE: Appraisal report of a single-tenant 9,308-sqft commercial office building currently occupied by the Moscow Police Department located at 114 E. 4th Street, Moscow, Latah County, Idaho.

Dear Client:

In accordance with your letter of engagement dated January 15, 2021, I have analyzed the real property referenced above to estimate the current market value–as defined by the Appraisal Foundation – of the "as-is" Fee Simple Estate, as of March 5,2021, the last date on which the subject property was personally inspected as set forth herein.

The subject property is a class C masonry construction single-tenant office building that was estimated to be built in 1936. The gross building area is 9,308-sqft on a 9,375-sqft or 0.22 +/- acre site area. Please refer to the site and improvement sections of this report of this report for a more detailed description.

This appraisal analysis is prepared in accordance with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Foundation, compliant with the Financial Institutions Reform, Recovery and Enforcement Act. I understand that you, City of Moscow, in care of Bill Belknap, Deputy City Supervisor, as my client, intend to use of this appraisal for internal decision-making purposes. The intended user of this report is to be the City of Moscow. No others may rely on the information and opinions expressed in this report.

The date of the report is March 12, 2021. This is a complete appraisal analysis in which all applicable valuation analyses have been developed. The results are described in the following appraisal report and exhibits addendum. The report presents a complete discussion of the data, reasoning, and analysis that were used in the appraisal process to develop our opinion of value, which is sufficient to meet your needs. Your intended use warrants this disclosure of the data, reasoning, and analysis used to develop the opinion of value.

On March 5, 2021, the subject property was personally inspected by Sarah E. Miles, MAI. I have investigated the market for this type of property as well as other pertinent facts affecting value. Based on my examination and study of the property and the competing market, and subject to limiting conditions contained in the body of this report, I have formed the following conclusion of the above referenced property:

Market Value:

"As Is" Fee Simple Interest

Effective Date of Value: March 5, 2021

Conclusion of Value: $975,000

The opinion of value stated above, as well as every other element of this appraisal, are qualified in their entirety by the Contingent and Limiting Conditions set forth in this appraisal report and which is an integral part of the appraisal. Reference the Purpose, Function, Scope of this report for any hypothetical conditions or extraordinary assumptions.

Respectfully submitted,

Sarah E. Miles, MAI
WA Certified General Appraiser, CGA-1101701
ID Certified General Appraiser, CGA-1436
Licenses expire: ID: 8/9/2021 & WA: 8/9/2021

Table of Contents:

Letter of Transmittal: 1
Table of Contents: 4
Purpose, Function, Scope of the Appraisal: 5
Sarah E. Miles Certification of Value: 8
Regional Location Map: 10
Market Area, City, & Neighborhood Description: 12
Property Description: 22
Subject Photographs – Taken March 5, 2021: 27
Improvements Description: 37
Highest and Best Use: 40
Valuation Methodology: 44
Sales Comparison Approach to Value: 45
Income Approach to Value: 62
Addenda: 82
Assumptions and Limiting Conditions: 83
Company Information: 85
Definitions: 86
Appraiser's Qualifications: 88
Letter of Engagement: 91

Purpose, Function, Scope of the Appraisal:

Client:

City of Moscow
Attn: Bill J. Belknap
Deputy City Supervisor, Community Planning and Design,
City of Moscow Executive Director, Moscow Urban Renewal Agency
221 E. Second Street
Moscow, ID 83843

Indented Users:

The intended user of this report is to be the City of Moscow, in care of Bill Belknap, Deputy City Supervisor. No other person(s) is authorized to use this report.

Appraiser(s):

Sarah E. Miles, MAI

Intended Use:

The intended use of this appraisal is to determine the current 'as is' market value estimate of the subject property for internal decision-making purposes. No other intended use is authorized without the prior written consent of the client and appraiser.

Report Type:

Appraisal Report

Purpose of Analysis:

The type and extent of this analysis is to develop an opinion of the current 'as is' market value of the subject property. This analysis includes the Sales Comparison and Income Approaches to value.

Effective Date of the Appraisal:

March 5, 2021

Date of the Report:

March 12, 2021

Property Interest Appraised:

Fee Simple Estate.

Property Characteristics:

Existing building/improvements.

Scope of Research & Analysis:

- ✓ Inspected subject site area.
- ✓ Inspected exterior and interior of existing improvements.
- ✓ Subject is a tax-exempt property. No assessed values, property taxes, or property information is available with Latah County.
- ✓ Researched comparable data provided by CoStar, local MLS system, and other sources.
- ✓ Gathered and analyzed data necessary to develop the Income Approach.
- ✓ Gather and analyzed data to develop the Sales Comparison Approach.
- ✓ The Cost Approach to value was considered but not applied.
- ✓ Please reference the Valuation Methodology section of this report for further explanation of the approaches to value used in this report.

Special Appraisal Problem:

None

Extraordinary Assumptions and Hypothetical Conditions:

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. an extraordinary assumption is uncertain information accepted as fact. If the following assumption is found to be false as of the effective date of the appraisal, this may have an impact on value, and we reserve the right to modify our value conclusion.

1. None invoked.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None invoked.

Current Owners:

City of Moscow

Lease:

To my knowledge the subject property is unencumbered by any leases.

Parcel Number(s):

The subject is currently owned by the City of Moscow and is tax-exempt. The parcel number assigned to the subject property by Latah County is RPM0001003005AA.

Legal Description:

Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning.

Sales History:

A title commitment was not provided by the client. The conveyances of record history for the subject property is listed below:

Instrument: Warranty Deed #241441 (Book 163/Page 185)

Instrument Date: May 15, 1968

Grantor: W. L. Korter

Grantee: City of Moscow

Pending Transactions:

To my knowledge there are no pending transactions associated with the subject property.

Listing Details:

To my knowledge there are no active listings associated with the subject property.

Furniture, Fixtures, & Equipment (FF&E):

FF&E is categorized as business trade fixtures and personal property, exclusive of inventory. No FF&E was included in this estimation of value.

Exposure/Marketing Time:

Based on current supply and demand, as well as the unemployment rate for the Moscow area, the anticipated exposure and marketing time to commence a sale of the property is estimated to be 6 months or less, reasoning discussed further in the report.

Market Value:

Market Value applied herein can be found listed in the definition section.

Definitions:

All definitions are listed in the Addenda section of this report.

Sarah E. Miles Certification of Value:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct and no important facts have been withheld.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have not performed a previous appraisal of the subject property; an appraisal review involving the subject property; nor an appraisal consulting assignment involving the subject property within the three years prior to this assignment; nor any other services related to the subject property.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The Appraisal Assignment was not based on a requested minimum valuation, specific valuation, or the approval of a loan.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have researched each of the comparable sales relied upon in making said appraisal that is the subject of this report. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.
- On March 5, 2021, I personally inspected the subject of this report. I relied on aerial imagery for visual representation for the comparable sales contained herein. I did not personally inspect each comparable sale.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- That my opinion of the property rights in the subject property, are set forth as follows and are based upon my independent appraisal and the exercise of my professional judgment.
- As of the date of this report, Sarah E. Miles, MAI has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Designated Membership.

Based on my examination and study of the subject property and the competing market, and subject to limiting conditions contained in the body of this report, I have formed the following conclusion as the current market value of the above referenced property:

Market Value:

"As Is" Fee Simple Estate

Effective Date of Value: March 5, 2021

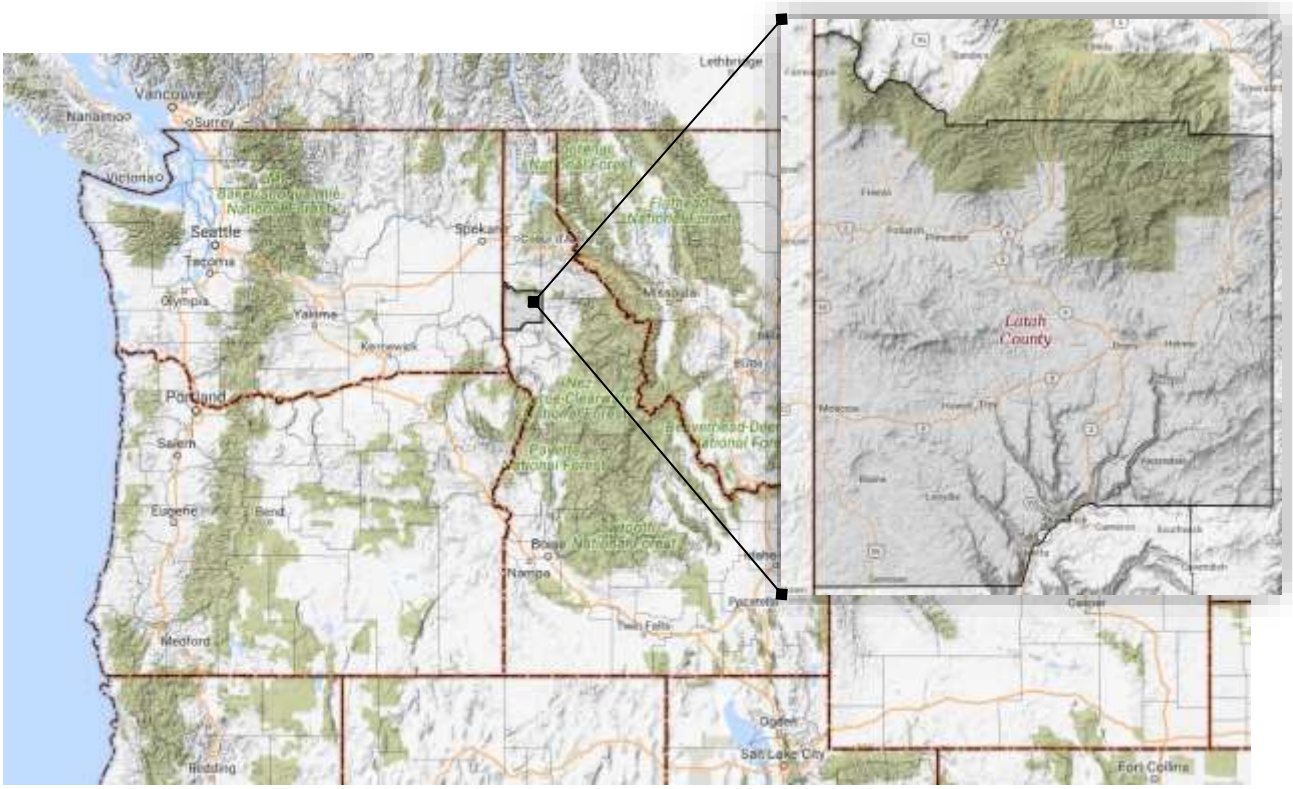
Conclusion of Value: $975,000

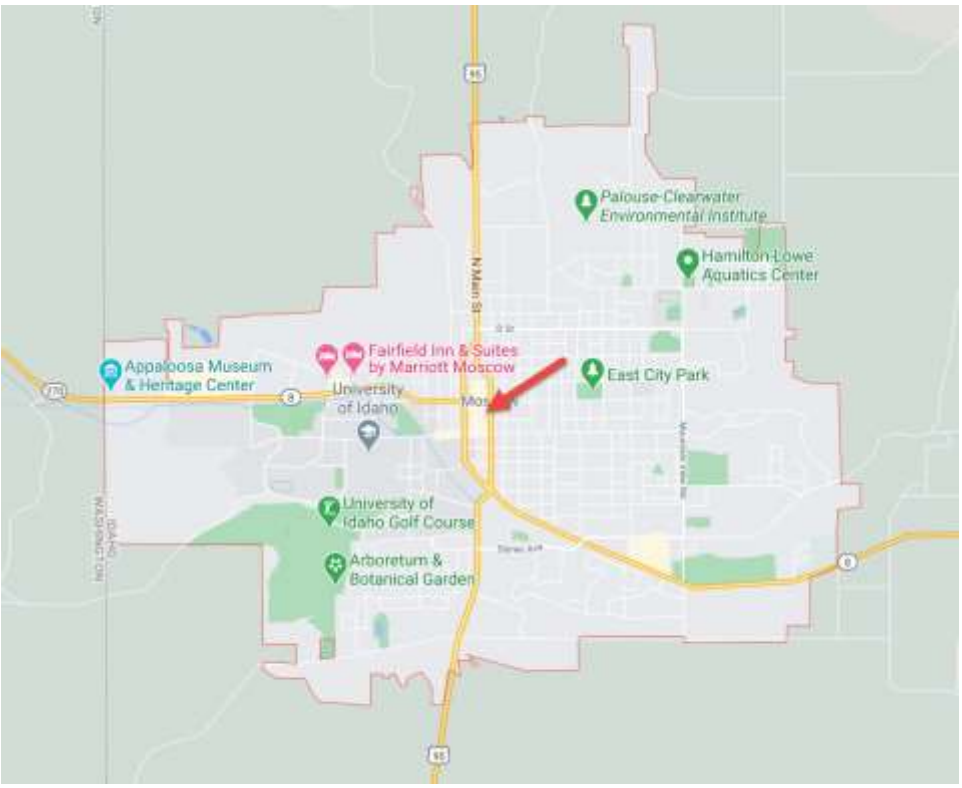
The opinion of value stated above, as well as every other element of this appraisal, are qualified in their entirety by the Contingent and Limiting Conditions set forth in this appraisal report and which is an integral part of the appraisal. Reference the Purpose, Function, Scope of this report for any hypothetical conditions or extraordinary assumptions.

Respectfully submitted,

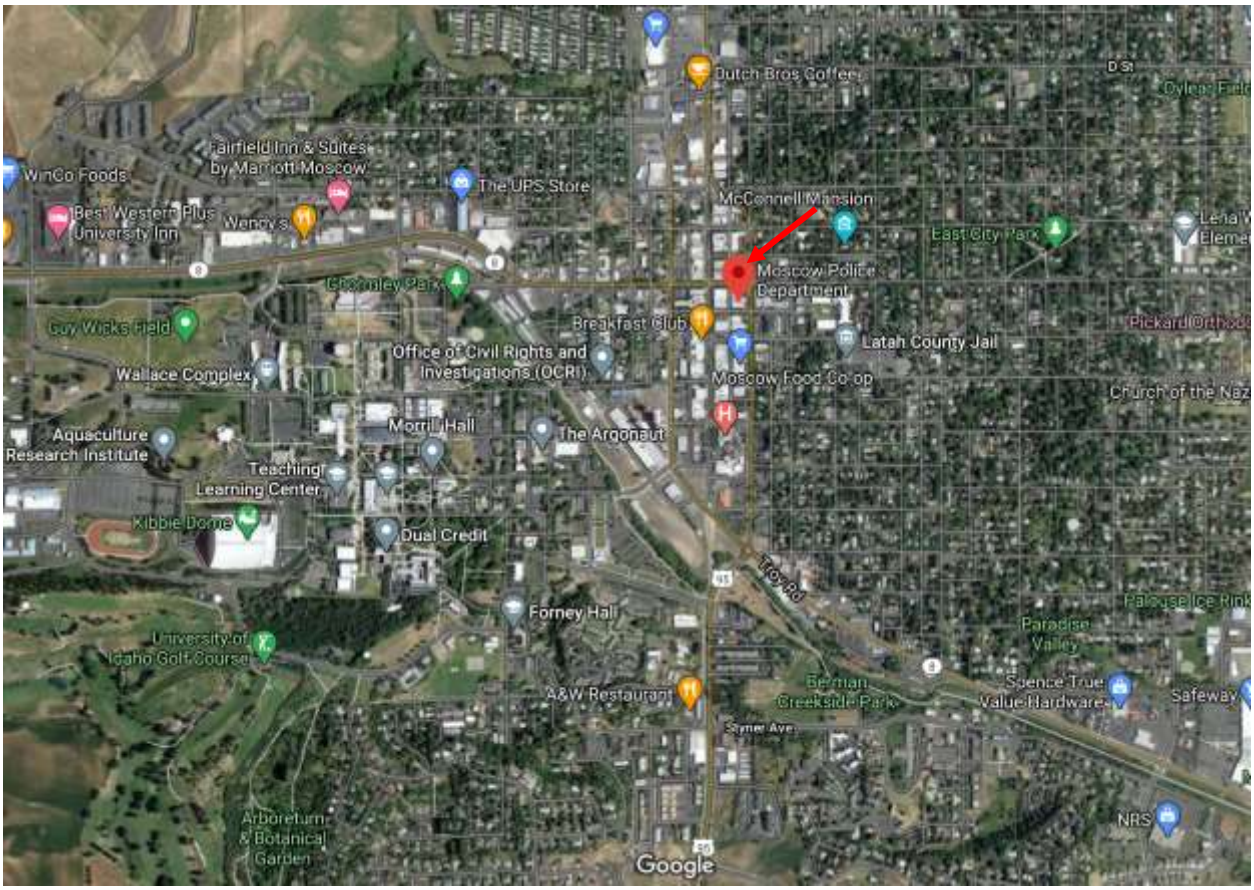
Sarah E. Miles, MAI
WA Certified General Appraiser, CGA-1101701
ID Certified General Appraiser, CGA-1436
Licenses expire: ID: 8/9/2021 & WA: 8/9/2021
Signature Date: *March 12, 2021*

Regional Location Map:





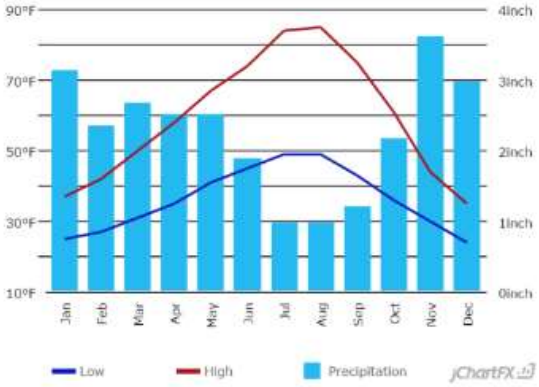
Immediate Neighborhood:



Market Area, City, & Neighborhood Description:

A property is a fixed and integral part of its region and its neighborhood, and as such cannot be treated as an entity separate from its environment. Thus, the value of real property is not intrinsic, but is influenced by surrounding forces and shares its future with the region and specific neighborhood in which it is located. The major population center associated with this parcel is Moscow, Idaho, the county seat for Latah County. Latah County is located in north central Idaho. The secondary major population center is Pullman, Washington only six miles to the West. Moscow is home to the University of Idaho and Pullman is home to Washington State University, both have major impact on the economics of this region.

Land Form & Climate – West Latah County consists of rolling hills predominantly used for dry crop wheat and legume production. East Latah County is the Clearwater National Forest and is a major timber-producing area. The 4-season climate is moderate, with normally cold winters and low-humidity in the summer. Moscow gets 24 inches of rain per year; the US average is 37. Snowfall is 50 inches. The average US city gets 25 inches of snow per year. The number of days with any measurable precipitation is 117. On average, there are 169 sunny days per year. The July high is around 83 degrees. The January low is 23.



Boundaries and Access – Access to Moscow is primarily provided by US-95 and SH-8. US-95 is a north-south U.S. Highway near the western border of the state of Idaho, stretching from Oregon to British Columbia. SR8 runs from the state line to the west, at the edge of Moscow, all the way out to Elk River, Idaho, in Clearwater County, about fifty miles away.

The following is a general summary of Moscow's real estate development structure:

Commercial Districts:

Downtown (CBD) - Owner-occupied small retail stores, restaurants, and entertainment venues fill Moscow's downtown, as well as major banks and small professional offices. Many buildings include apartment units on upper floors. Gritman Medical Center anchors the south end of downtown.

95 North - Retail stores including Rosauers Grocery Store with Sonic Drive-in, Walgreens, Moscow Building Supply, and Meineke Mufflers make up most of this commercial district, though some offices exist and Rodeo Drive inline retail center. Vacant commercial development land to the north of Moscow Building Supply.

95 South - University Housing Developments, Service Centers for farm and auto service, Agriculture grain storage and Early Bird Building Supply.

East SR 8 (Troy Highway) - Strip malls and eating establishments fill the north side of SR8 here. Eastside Marketplace, a neighborhood mall; two bank branches, and Spence Hardware and Farm Supply store. Alturas Technology Park and a housing development fills the rest of the area south of Eastside Marketplace.

West SR 8 (Pullman Road) - Strip malls and car-accessed establishments fill the north side of SR8 here. Palouse mall, a few big box stores, hotels, gas stations, and some medical offices fill the rest of the area. The University of Idaho is located on the south side of SR8 here.

Residential Districts:

NW - The Northwest quarter of Moscow is one of the most significant multi-family areas in Moscow. Though some single-family dwellings exist, typically those further from SR8, this is a major residential center, primarily for student due to the location of the University directly across SR8.

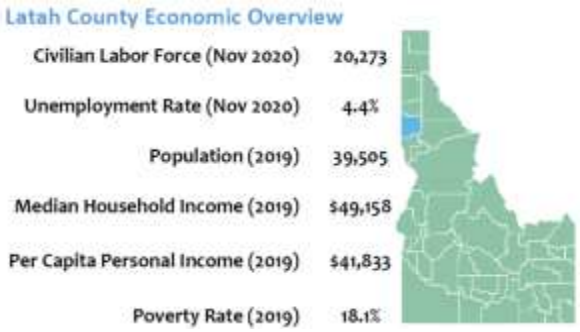
SW - University housing takes up both the Northern side and Southeast corner of the University land. South of the university are apartment complexes and single-family residences. Most of the apartment complexes are along US-95.

NE - The heart of Moscow's single-family residential district is the NE quarter of Moscow. Land-use is predominately single-family with strong development in 1980's, 1990's, and early 200's in Moser Estates and Rolling Hills, with newer developments in Southgate and Camden Court.

SE - A large apartment complex was constructed along US-95, geared toward the student population of the University of Idaho. There is a second large apartment complex at the corner of Highway 95 and Highway 8. Between

95 and SR8 along Styner Ave is another Multi-Family area.

Economic Development - According to the latest December 2020 Work Force Trends that is provided by the Idaho Department of Labor, the county's per capita income in 2019 was $41,833, 2019 median household income was $49,158, and the November 2020 civilian labor force was 20,273.



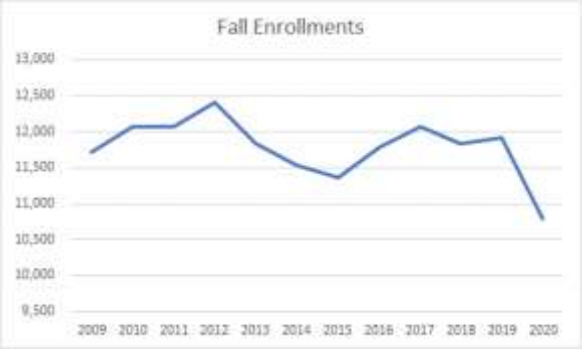
The chart below lists the 2019 top employers in Latah County and are all located in the Moscow area.

Employer	Ownership	Range
University Of Idaho	State Gov	1,000+
Gritman Medical Center	Private	500 - 999
Moscow School Dist #281	Local Gov	250 - 499
City Of Moscow	Local Gov	100 - 249
Payroll Tax #08740	Private	100 - 249
Bennett Lumber Products	Private	100 - 249
Latah County	Local Gov	100 - 249
Evangelical Lutheran	Private	100 - 249
Disability Action Center- Northwest	Private	100 - 249
Northwest River Supplies Inc	Private	100 - 249

NOTE: Only employers that have given the Department permission to release employment range data are listed. Source: Idaho Department of Labor

UI Overview – As one of the largest employers in the county and Moscow, educational services, accounted for 31% of all Moscow employed people in the 2019 Industry Employment and Wages produced by the Idaho Department of Labor – most employed by University of Idaho, a land-grant institution in Moscow and is classified by the prestigious Carnegie Foundation as high research activity. University of Idaho students are a big part of Moscow's overall population and economic activity.

The coronavirus pandemic reduced enrollment at the University of Idaho and Washington State University this fall. About 9,050 students enrolled on the Moscow campus this fall, about 3% lower than the 9,328 enrolled in fall 2019. Fewer recent Idaho high school graduates enrolled for fall semester. The number of first-year, first-time students from Idaho fell by 61, or 5.7%. Student retention held at 77%. International student enrollment fell 29% from 652 in 2019 to 464 in



2020. Offsetting some of the other losses, new graduate student enrollment rose 4%.

Government Services – Latah County is governed by an elected Board of County Commissioners. The City of Moscow serves as the county seat. The city of Moscow has an elected mayor, an elected five-member council, and an appointed administrative officer – the city supervisor.

Zoning – There is a strong emphasis on farmland preservation in Latah County, which limits new construction outside of existing population centers. Latah County Planning and Zoning regulates the Latah County Comprehensive Land Use. Between 75% and 80% of land in Latah County is privately owned. The predominant land use is timber and dry crop agriculture in Agriculture/Forest Zone.

Taxes – The State of Idaho imposes a state income tax. The combined state and local excise tax rate as of March 2021, was 6% according to the Tax Foundation website. Property taxes support local government's operating funds and a significant portion of K-12 education with mill-levy over-rides.

Regional Economics – The Palouse relies on agriculture and higher education for its economic base. Latah County dominates the Wheat and Lentil of Idaho. The City of Moscow, excluding the agriculture sector, is the primary trade, cultural, and population center for the County. The college towns of Moscow and Pullman, Washington forma dominant economic unit referred to as the "University Cities" because they each contain their state's respective Land-Grand University.

Industry & Trade – With the assistance of economic development organizations such as the Palouse Knowledge Corridor (PKC), the Clearwater Economic Development Council, Moscow Chamber of Commerce, Palouse Economic Development Council, and Latah Economic Development Council – the regional community has made strides in facilitating the expansion of existing business and the recruitment of new industry. Growth of research firms has been particularly significant, fueled by the growth of EMSI and local college graduates.

Employment Trends – Per the most recent information provided by the Idaho Department of Labor and Indicators Northwest, Latah County was ranked 11th – from most to least – among the 44 counties in Idaho. The University of Idaho provides a fourth of the county's jobs. Enrollment at the University is a major driver of retail, tourism, construction, and service jobs in the Moscow area. Its relatively slow enrollment growth has slowed economic growth in the county over the last dozen years or so.

North central Idaho's manufacturing sector showed even more resilience in the pandemic than the state's manufacturing sector. While U.S. manufacturing jobs in September fell 5% between February and September, Idaho

manufacturing jobs grew 0.5%. Idaho was one of only three states with manufacturing growth. The region's manufacturing employment grew an estimated 4.5% between February and September, as manufacturers added more than 200 jobs. Record high prices for lumber in the past few months buoyed sawmill jobs. The region's largest manufacturer, Clearwater Paper in Lewiston, benefited from strong demand for toilet paper and other paper products. The national ammunition shortage and a surge in gun purchases raised employment at Vista Outdoors ammunition plant in Lewiston and some gun and gun parts manufacturers in the region. Aluminum jet boat builders in Lewiston and Orofino also have expanded as the coronavirus increased interest in outdoor recreation.

No industrial sector has experienced more devastation from coronavirus than the leisure and hospitality sector, which includes restaurants, bars, lodging and amusement and recreation. North central Idaho's leisure and hospitality jobs fell 8.3%, from 4,800 in September 2019 to 4,400 in September 2020. While many leisure and hospitality businesses have restored the employment, they lost last spring, others are still struggling. Among the businesses suffering the most were those that host conventions and other meetings, rely more on business travelers and serve a high proportion of travelers who come here as commercial airplane passengers. Moscow, where tourism primarily revolves around events and conferences at the University of Idaho and Washington State University, has especially been hard hit. The coronavirus-caused shutdown of all cruises to Clarkston has hurt many Lewiston businesses that catered to the high-end customers those brought. On the other hand, many lodging operations, golf courses and businesses serving hikers, campers, whitewater enthusiasts, anglers and hunters saw a surge in demand this summer and fall, as Americans escaped to the great outdoors.

The pandemic caused changes in business activity in November. As coronavirus cases surged, Idaho moved back to Stage 2 on Nov. 13. Under the Stage 2 restrictions, all Idaho businesses can continue to operate while following precautions. Bar and restaurant patrons must be seated to be served, masks are required in long-term care facilities and all indoor and outdoor gatherings are limited to a maximum of 10 people. Washington State also imposed restrictions effective Nov. 17. Retailers are limited to 25 percent occupancy. Bars and fitness centers faced bans on having customers inside. At the same time, consumers once again began stockpiling toilet paper, disinfectant wipes and other items. The increased purchasing resulted in some local stores hiring additional staff to meet increased demand. Some stores reinstated quotas on high-demand products. In addition, the advent of winter also makes it more difficult for restaurants to provide outdoor options that allow them to accommodate more customers while keeping them socially distant. *Source: Idaho Department of Labor.*

Population Trends – Latah County's population rose 6% from 37,244 in 2010 to 39,505 in 2019, while the U.S. population grew 7% Idaho's grew 15%. Because of the students at the University of Idaho, 26% of the county's population is 20 to 29 years old while 14% of the U.S. population is.

Moscow, the county seat, had a population of 25,702 in 2019. The populations of other cities were 965 in Genesee,

895 in Troy, 814 in Potlatch, 601 in Juliaetta, 516 in Deary, 305 in Kendrick, 258 in Bovill and 188 in Onaway.

Analysis of Moscow and Latah County's Current Economic Conditions

Current statistics that are being focused on as relevant economic indicators include unemployment, retail spending, and changes in housing values/stock. The local economy, particularly in Moscow, is considered healthier than the national indicators.

Unemployment – People are counted as unemployed if they are at least 16 years old, are without a job and available for work, and have recently made specific efforts to find employment. The unemployment rate is the number of unemployed as a percent of the entire labor force. The County's unemployment rate has historically been exceptionally low because of the stability of university employment, the abundance of full-time students not in the job market, an agricultural base that does not require a large labor force, and few migrant workers. Seasonal variations in unemployment typically result from significant layoffs caused by the annual summer slow-down in business due to summer break for the universities. The coronavirus and subsequent stay at home orders for Latah County has hit the labor force especially hard this year.

Latah County, ID's monthly unemployment rate was 3.8% in December 2020, down from 4.4% in November 2020. Idaho as a whole was 4.4% during this same time. Local employment is most significantly tied to University of Idaho.

Current Retail Spending – In the past few years there were a few business closures in the area, Vern Eide Ford of Moscow, Office Depot, Hastings, Macy's Department Store, Smokey Mountain Pizzeria, Firehouse Grill & Pub, Quad Cities Nissan, and Jack-n-the box restaurant. Walmart remodeled and reopened their store after closing it for over a year with original intent of going dark after opening an 180,000-sf store in Pullman. Moscow has a highly active core anchored by Moscow Food Co-op and St. Andrews College.

Current Land Use and Commercial Trends:

An analysis of the overall commercial real estate marketplace indicates that this market is healthy with regards to Moscow's commercial areas. As shown in the table on the following pages new commercial construction permits appear to fluctuate with business deciding to renovate older well-established buildings. Moscow is a university town with good employment stability, and typically economic and/or real estate downturns have less of an effect compared to regional or national markets. The overall current Moscow commercial market vacancy rate is estimated between 5% to 8% with multiple refurbished spaces in Moscow's CBD recently occupied.

The Moscow area has experienced moderate and mostly stable growth in the past few years. Based on the following, commercial growth remains relatively active. The current anticipated commercial construction project at the corner of 6th and Jackson in the Moscow Urban Renewal District has been delayed due to the coronavirus pandemic. Construction of the three-story, 29,000 Sq Ft building, a two-story 2,300 Sq Ft structure, a 25-space parking lot, a rooftop with a sky bridge and an extension of the University of Idaho's Hello Walk is now expected to begin early next year.

- Petco that took over a portion of the old Office Depot in the Palouse Mall.
- Renovation of older grain terminal into a three-tenant strip mall at the corner of US-95 and SH-8.
- Former Time Warner Building was renovated into the new Potlatch Federal Credit Union on Pullman Rd.
- Commercial building renovated into the Rants & Raves Brewery located at 310 N. Jackson St.
- Renovated Anchor Building located at 106 N. Main Street houses the new Lodgepole Restaurant and Humble Burger.
- Marshalls open in the former Hastings.
- Ulta Beauty Supply opened in the former Joanne's.
- Joanne's opened in their new location in the Palouse Mall.
- Hunga Dunga Brewing Company in the renovated former Stookey's Seed Property.
- $6 Million Gritman Medical Office building located on South Main Street.
- Mixed-Use Property located at 402 6th Street. Two tenant street retail with residential above.
- Vandal Diner restaurant located at the corner of west 3rd street and south Jackson street.
- Sonic Restaurant located in the northeast corner of the Rosauers parking lot.
- Red Bento opened a second location in the in the Palouse Mall. They will occupy the former space of Super China Buffet.
- Moscow Hotel and Garden Lounge building was purchased in 2018 and a portion of the interior ground floor was in the works to be renovated to make room for the new Sangria Grille, however the former US Bank building next door was purchased in 2019 with the plans to relocated Sangria Grille from the Palouse Mall Parking Lot to the main floor of this building. The second level of the former US Bank building will be

converted to commercial office spaces. The Moscow Hotel and Garden Lounge building will still be occupied by the Garden Lounge and apartments on the above floors.

- The former Jack in the Box restaurant located at 710 W. Pullman Road was demolished in January of 2019 and MOD Pizza was constructed.
- City council approved a parkland exchange between the Indian Hills Trading Company and the City of Moscow. The city has acquired a 4.09-acre hillside and the city is designing a new edible forest-harvest park that will be known as the Harvest Park.
- Construction has begun on the 2.31-acre parcel located on the SE corner of the intersection of South Main Street and Southview Avenue. This site will be the new location of the Moscow police station. This facility will include a two-story, 16,500-sf building with a 2,700-sf outbuilding that would be used as storage.
- The former Tidyman's grocery store (45,000 +/- SF) was remodeled and completely refurbished and is now the 150,000 Sq. Ft. Northwest River Supply warehouse/corporate offices, and showroom.
- 2,900-sf Washington Trust Bank branch located at 222 Troy Road.
- New Idaho Federal Credit Union building will be between 5,000 – 5,500 square feet and will be located in the former Nissan dealership that is located at 525 W. Third Street.
- New headquarters for Emsi, a four-story 70,000 Sq. Ft. building on 3.7-acres. This building will house more than 500 employees.
- The city of Moscow annexed 154-acres purchased by Schweitzer Engineering Laboratories (SEL) property immediately south of the city line in November. It is not yet known what SEL will do with this property, but company officials reported that it will be put to use withing the next five years.
- The former Emsi building at 409 S. Jackson is being marketed by Keimle-Hagood for sale or lease, offering 21,600 square feet of modern office space. The space can be demised to 16,600 SF and 5,000 SF sections.
- The former Salvation Army building at 315 S. Jackson has been converted to modern office space for Populi, Inc., a software company providing web-based solutions for higher education college management.
- The former NRS warehouse was purchased for the new location of the Palouse Ice Rink
- The City of Moscow has purchased the 7,500 SF Haddock Building at Washington Street and 5th Street being remodeled as the new Moscow City Office Building for employees currently in the Mann Building with occupancy planned for July 2021.

Land Use and Homogeneity:

Land Use Regulations within the delineated boundaries of the subject neighborhood is a mixture of single family residential, multi-family residential, University of Idaho Campus, and central business.

Residential/Multi-Family Trends:

Single-family residential development has been on the increase as the housing market continues to recover. In 2019, 33 new single-family homes were permitted for construction which is slightly lower than in 2018 which was at 37 permitted and even with the year 2017.

It is anticipated that single-family residential construction levels will continue to increase as demand has been strong with new subdivisions (such as Rolling Hills 8th Addition, Indian Hills 6th Addition and Southgate 3rd Addition) that have been completed to provide further opportunities for new single-family housing in Moscow.

The greatest area of multi-family growth in the past three years has been along Farm Road, White Avenue, Joseph Street, and Indian Hills Drive which includes a variety of low-income apartments, high density moderate housing, and upper-end development on the hillsides that have better views. High density moderately priced (+/- $200K) developments tend to be in the flat-lands, evidenced by the Tiempo Development. The overall current Moscow vacancy rate for multi-family properties is estimated at 5%.

There are also several larger multi-family developments in the area that have been completed or are near completion.

- Silver Creek Apartments: 18 units situated in 3 buildings and 24 unit situated in 4 buildings, all along White Avenue.
- Kestrel Development has a 120-unit apartment complex that was completed in multiple phases located on the 2300 block of E. Whitman Avenue.
- Indian Hills Apartments: Phase I and Phase II have been completed that includes 60 units situated in 4 three-story buildings.
- Apartments located a 210 Farm Road and includes a total of 48 units contained in a three-story apartment complex. These include 12 one-bedroom units and 36 two-bedroom units.
- CA Ventures, a major student housing developer based in Chicago has completed construction of the "Identity on Main" development. There is a 72-unit main apartment building with leasing office and common areas for exercising and studying. Adjacent to that is a 3,000-sf commercial space building that houses the new Pizza Hut. There is also three, four-story townhome buildings that hold 20 units each.

Current Investment Property Financing

75% to 80% loan-to-value ratios	Monthly payments
6.5% to 7.00% nominal annual interest rates	5-year average rate adjustment
5-year and 30-year amortization terms	1.35 to 1.5 debt coverage ratio

Moscow Building Permit Trend Tables

New Commercial Building Permits			New SFR Building Permits			New Multi-Family Building Permits		
Year	**#**	**Value**	**Year**	**#**	**Value**	**Year**	**#**	**Value**
2014	12	$7,913,164	**2014**	21	$4,941,673	**2014**	66 Units	$6,687,120
2015	3	$6,985,000	**2015**	32	$7,323,383	**2015**	44 Units	$4,409,987
2016	4	$1,296,376	**2016**	31	$7,597,757	**2016**	31 Units	$3,899,606
2017	9	$11,247,552	**2017**	33	$8,426,009	**2017**	117 Units	$15,302,686
2018	3	$634,068	**2018**	37	$9,247,287	**2018**	96 Units	$10,608,899
2019	5	$2,750,046	**2019**	33	$9,480,320	**2019**	26 Units	$4,368,756
2020	7	$17,910,676	**2020**	41	$11,803,731	**2020**	14 Units	$1,886,080

Source: www.moscow.id.us; as of December 2020, the most current up to date information.

According to the monthly construction permits listed on the City of Moscow website, in the year 2020, the total new construction building permits issued in the City of Moscow were approximately 11% for commercial structures, 23% were for multi-family dwellings and the remaining 66% were single family dwellings.

Conclusion:

The economic activity of Moscow is intertwined with the neighboring city of Pullman, Washington. These two cities are the commercial hub for the agricultural/timber areas of the Palouse region. Both Moscow and Pullman are home to the only land-grant universities located in the states of Idaho and Washington. Demographics and Social influences in Moscow are tied to the University of Idaho. I have studied current data, including pending sales, active listings, the most recent sales, and surveys with local market participants.

Property Description:

Location:

The subject property is located on the northwest corner of E. 4th Street and S. Washington Street in the central business corridor of downtown Moscow. Approximately 220 feet south of the lighted intersection of S. Washington Street and E. 3rd Street and is currently occupied by the Moscow Police Department. The physical address of the subject property is 114 E. 4th Street, Moscow, Latah County, Idaho 83843.

Size/Shape:

The improved site area is one city tax parcel consisting of 9,375 +/- sf or 0.22-acres and is predominantly rectangular in shape, as shown in the aerial map above.

Access & Visibility:

The subject is well located in the downtown Moscow central business corridor area. The improvements have public access from E. 4th Street and S. Washington Street and the public alleyway that runs north to south from E. 4th Street to E. 3rd Street along the subject's westerly lot line. There is 125-feet of road frontage to E. 4th Street and 80-feet of road frontage to S. Washington Street.

Topography/Soils:

The subject's site area is level at street grade. Per USDA NRCS, the soil type that is predominantly present is Latahco silt loam, 0 to 3% slopes.

Elevation:

According to the NRSC web soil survey results the elevation range for the site area is between 2,310 to 2,880 feet. The estimated center point elevation of site improvements is 2,583-feet.

Site Improvements:

The subject is currently improved with a 9,308-sf concrete block frame commercial office building that is currently occupied by the Moscow Police Department. Additional site improvements include concrete curb and wide sidewalks, Mercury vapor street lighting, and city owned trees, and planter boxes.

Utilities: Typical utilities for a commercial office/retail facility.

Service	Provider	Adequacy
Water	City of Moscow	Available
Sewer	City of Moscow	Available
Electricity	Avista	Available
Propane Gas	Avista	Available
Telephone	Spectrum & Others	Available
Internet	Multiple	Available
Waste-Refuse	Latah Sanitation	Available

Surrounding Properties:

North: Moscow's commercial business district, Keeney Brothers Music Center, Peck's Shoe Clinic, and E. 3rd Street.

South: Moscow's commercial business district, E. 4th Street, Opportunities Unlimited, Hodge & Associates, Northwest Wado-ryu Karate, and The Yarn Underground.

East: Moscow's commercial business district, S. Washington Street, and office/retail facilities.

West: Moscow's commercial business district, public alleyway, State Farm office building, and Champions Bar.

Liens and Easements of Record:

A title commitment was not provided by the client. The last conveyances of record was Warranty Deed #241441 recorded on May 15, 1968. Common easements of record include electrical, gas, sanitary, water, and public utilities and do not have a negative impact on value. There were no indications of any adverse easements or encroachments.

Environmental Concerns or Hazards:

An environmental assessment was not provided. There were no known hazards or concerns noted at the time of inspection. Appraisers do not perform technical environmental inspections and the services of a professional engineer for this purpose are recommended. This statement is restricted to the Assumptions and Limiting Conditions section of this report.

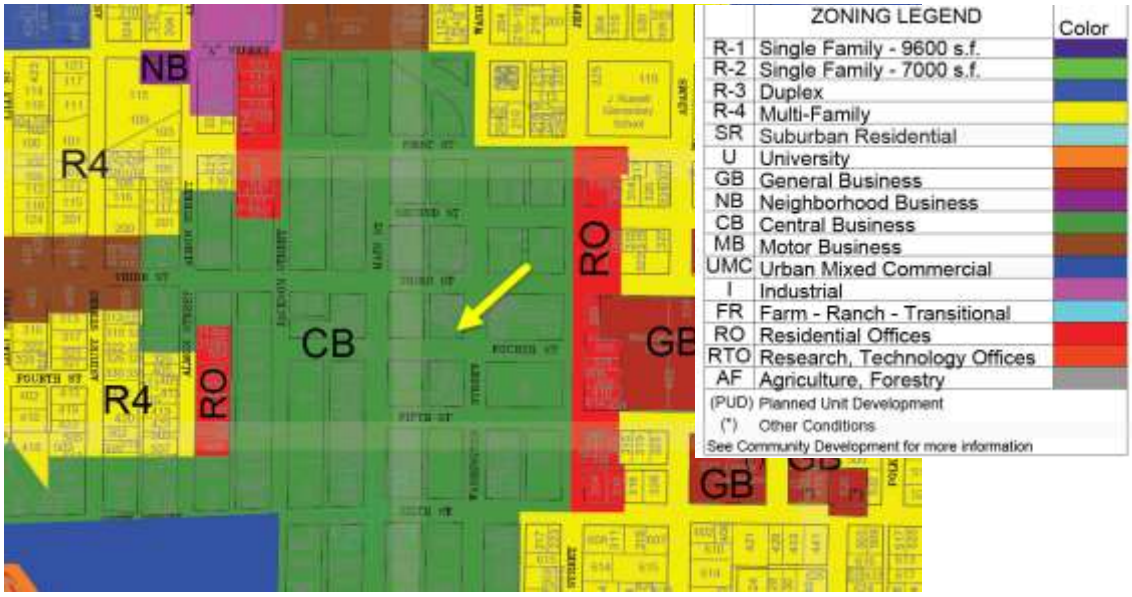
Zoning:

The subject is zoned CB: Central Business. The intent of this 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. Eating/drinking establishments and professional, financial business, and medical offices are permitted a use. The subject appears to be legally conforming.

- ✓ Minimum lot area: None
- ✓ Minimum yard requirements: None
- ✓ Maximum Height of Structures: Sixty-five feet
- ✓ Parking Requirement: Off-street parking is not required within the CB Zoning District.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required. The full central business can be found at https://www.ci.moscow.id.us/469/Zoning-Code



Assessed Value and Taxes:

The subject is currently owned by the City of Moscow and is tax-exempt. The assigned county tax parcel number is RPM0001003005AA.

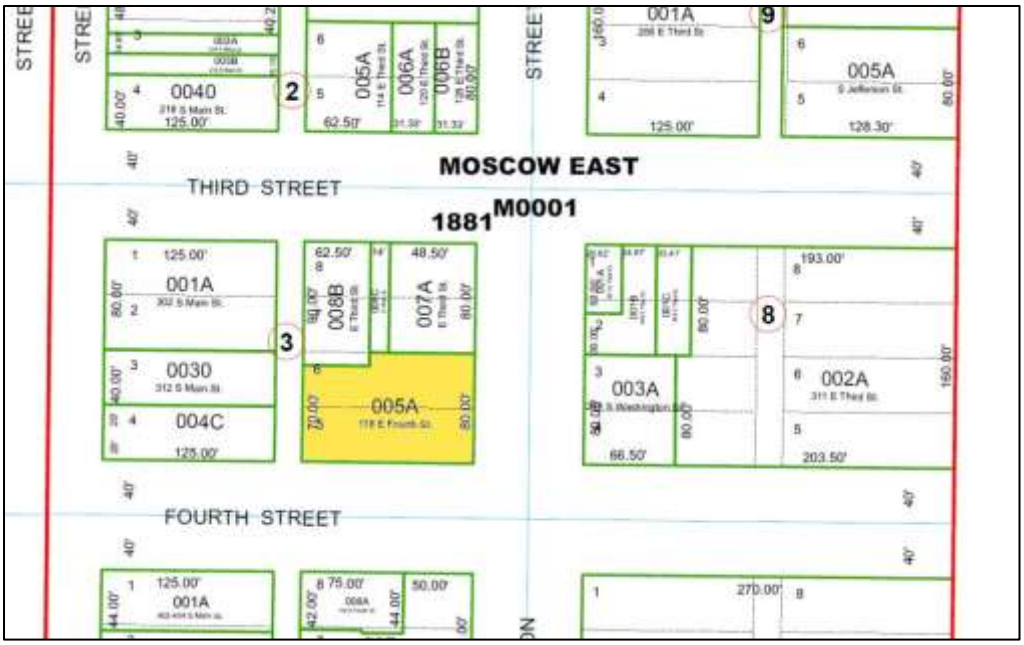
Parking:

Off-street parking is not required within the CB Zoning District. There are no off-street parking spaces located to the subject property. There are nine street parking spaces located on E. 4th Street, designated for the Moscow Police Department use. Once the Moscow Police Department vacates the subject property these designated street parking spaces will revert back to public use.

Legal Description:

Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning.

Plat Map:

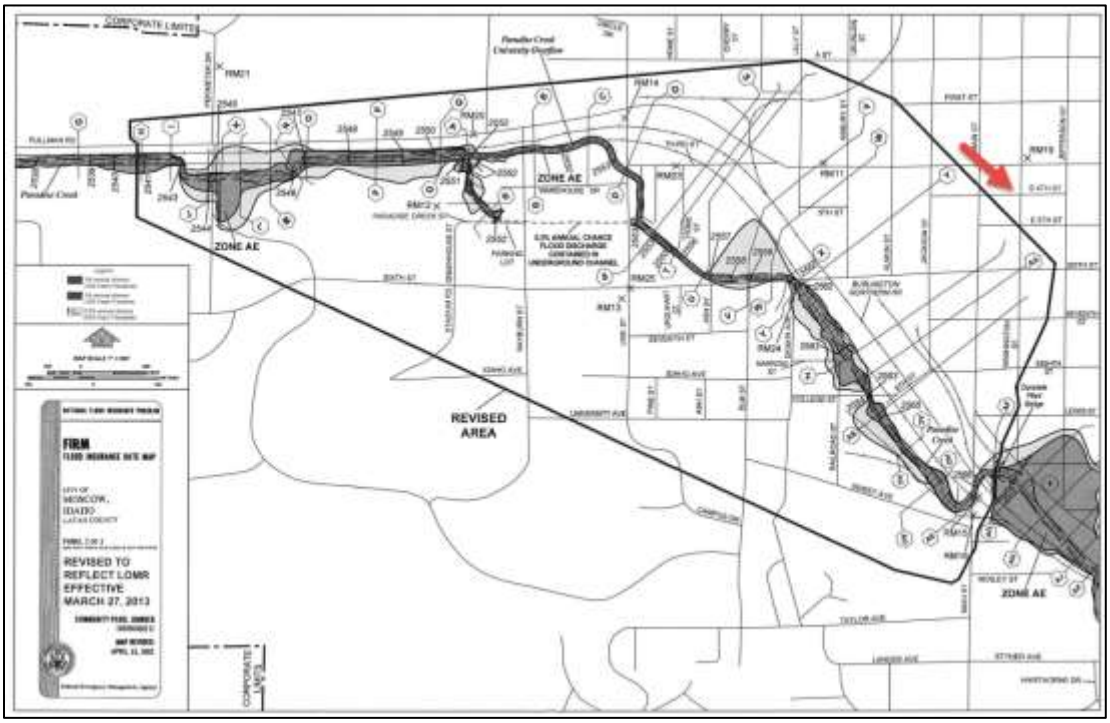


Aerial Plat Map:

Topography:

Flood Zone:

According to the FEMA Flood Map Service Center map number 1600900002D, effective on 04/15/2002 the subject property is not located within a flood hazard area. For insurance purposes, a surveyor should be contacted to verify the exact zone by a flood evaluation certificate, as well as its impact on insurance.



Subject Photographs – Taken March 5, 2021:

Front View – Southeast Corner

E. 4th Street Looking West

East Side Along S. Washington Street

S. Washington Street Looking South

Rear View – Northeast Corner

West Side/Front View – Southwest Corner

West View – Public Alleyway

Representative Interior Photo

Representative Interior Photo

Representative Interior Photo

Representative Interior Photo

Representative Interior Photo

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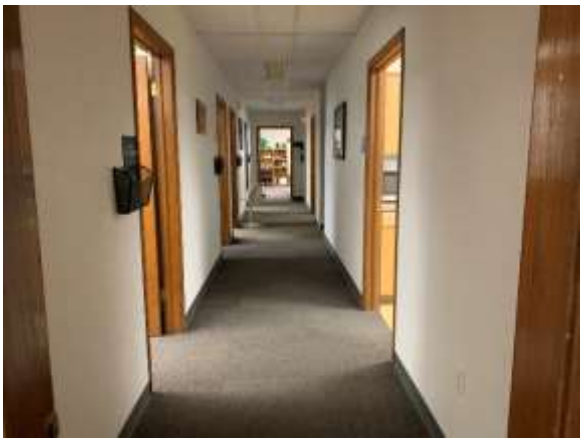
Representative Interior Photo



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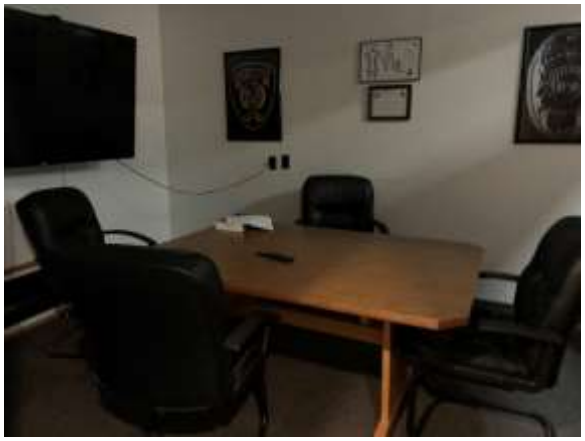

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Improvements Description:

As of the effective date of value the subject of this analysis consists of an average quality Class C masonry construction (CMU) single tenant commercial office building that is located at 114 E. 4th Street, Moscow, ID. This structure has a gross building area of 9,308-sf and was estimated to be built in 1936. Subject is currently occupied by the Moscow Police Department until that time that their new two-story, 16,500-sf building is complete. The anticipated use of the subject property is office space for the City of Moscow.

Property Type:

Single tenant average quality Class C masonry construction commercial office building.

Gross Building Area:

9,308-sqft gross building area that is equal to net rentable area.

Year Built:

This is a tax-exempt property. According to the original floor plans provided the subjects estimated year built is 1936.

Improvement Age:

Actual Age: 85 Years

Effective Age: 26 Years

Age Life: 65 - 75 Years

Remaining Economic Age Life: 39 - 49 Years

Number of floors:

One floor.

Land-to-Building Ratio:

9,308-SF total building footprint represents 99% of the 0.22-acre usable site coverage. Land to building ratio is 1.01:1.

<u>Exterior Construction Detail:</u>

Construction/Frame: Class C masonry construction (CMU) with wood frame interior construction in average overall condition.

Foundation: Concrete slab on grade foundation.

Exterior: Crushed rock type stucco finish over concrete.

Roof: Flat built-up roofing system with Elastomer rolled coating that was updated in July of 2015.

Gutters and Downspouts: Roof scupper drainage system.

Windows: Fixed pane Aluminum casement windows.

Doors: Fixed pane Aluminum casement storefront with security glass.

Elevator: None.

Additional Items: Three entry vestibules.

Interior Construction Detail:

At the time of inspection, the interior of this commercial building was heavily delineated. Reference the following sketch for building floor plan layout.

- **Floor:** Combination of carpet and commercial vinyl in average overall condition.
- **Walls:** Painted and textured drywall in average overall condition.
- **Trim:** Mixture of painted wood and rubber base trim in average overall condition.
- **Ceiling:** Acoustic ceiling tiles in average overall condition.
- **Restrooms:**
    - Two full restrooms with commercial Linoleum flooring in average overall condition and painted sheetrock surround that each contain one sink and one toilet.
    - Two restrooms with vinyl flooring in average overall condition and ceramic tile surround. One restrooms contains one sink and one toilet, and another restroom contains one sink, one toilet, and urinal.
    - Restroom with shower contains two sinks, two urinals, shower stall, and toilet. Commercial vinyl flooring in average overall condition and painted sheetrock surround.
- Breakroom: Vinyl flooring in average condition, built-in cabinetry, Formica counter tops, double sink, and refrigerator.

Mechanical Systems:

HVAC: Two larger roof mounted HVAC systems that were replaced in October 2013 with one older roof mounted HVAC system.

Electrical: Typical electrical system for high security office use.

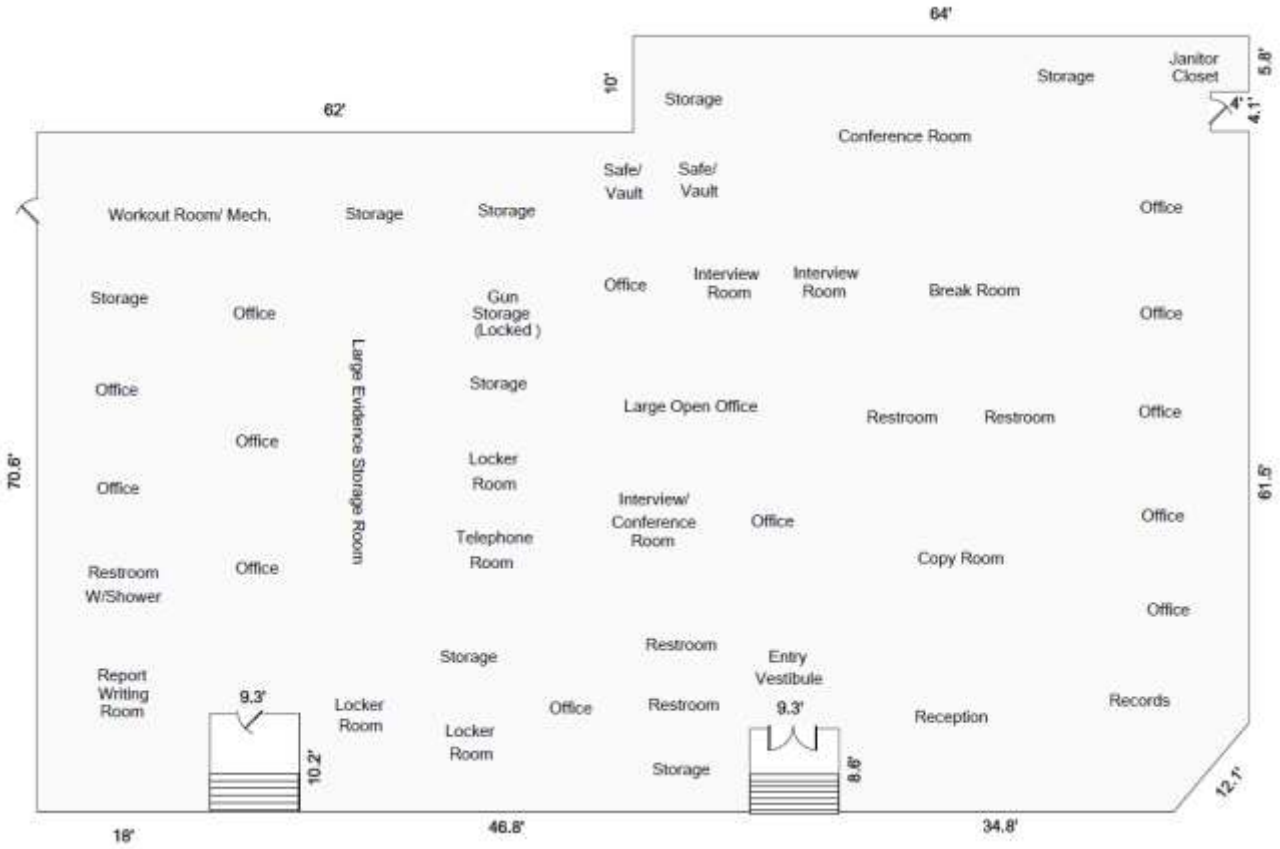
Sprinklers: None noted.

Security: Full building security system.

Utilities: Improvements are connected to all public utilities.

Additional: Commercial backup generator, new within the previous five years.

Floor Plan:


64'
62'
10'
Storage
Storage
Janitor Closet
5.8'
4'
4.1'
Conference Room
Safe/ Vault
Safe/ Vault
Workout Room/ Mech.
Storage
Storage
Office
Storage
Office
Gun Storage (Locked)
Office
Interview Room
Interview Room
Break Room
Office
Office
Large Evidence Storage Room
Storage
Large Open Office
Restroom
Restroom
Office
Office
Locker Room
70.6'
Office
Interview/ Conference Room
Office
Office
61.6'
Telephone Room
Restroom W/Shower
Office
Copy Room
Office
Restroom
Storage
Entry Vestibule
Report Writing Room
9.3'
Locker Room
Office
Restroom
9.3'
Reception
Records
Locker Room
10.2'
Storage
8.6'
12.1'
18'
46.8'
34.8'

Highest and Best Use:

Highest and Best use may be defined as, *"The reasonably probable use of property that results in the highest value."* (Appraisal Institute, 2020)

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the study of a property's market area, through more detailed marketability studies into the financial analysis of alternatives to determine the most profitable use, and finally to the reconciliation and formal conclusion of highest and best use, the timing of that use, and the most probable buyer. All these forms of analysis are interrelated processes that measure the economic potential of alternative uses of real estate. (Appraisal Institute, 2020)

Purpose

Creates the foundation for identifying the sub-market, including comparable sales I will use to establish value. Determines what, if any, of the whole and/or part(s) of site and/or proposed improvements that is super adequate and/or inadequate and consider them accordingly.

HIGHEST AND BEST USE ANALYSIS OF THE VACANT SITE

Vacant Site Features

Access	The site has public access from East Fourth Street, South Washington Street, and a public alleyway running along the westerly lot line.
Zoning	The building parcel is zoned CBD – Central Business District.
Size	9,375 SF
Public Road Frontage	Roughly 128 +/- feet along East Fourth Street and 84 +/- feet along South Washington Street.
Depth	Measuring from East Fourth Street, site depth varies; refer to the Property Description section of this report.
Easement	A title policy was not provided in connection with this assignment. No easements or exceptions are noted outright in the most recent deed of record.
Net Useable Area (SF)	Equal to total site area.
Shape	Predominantly Rectangular
Topography	Level at street grade; the subject is not located in a flood zone.
Utilities	All utilities are in place, provided by Avista Utilities and the City of Moscow.

1) Legally permissible: In order to consider highest and best use of the property, I have first determined which uses are legally permissible. These include:

- Private restrictions
- Zoning
- Building codes
- Historic district controls
- Environmental regulations
- Long-term leases

Private restrictions and deed restrictions relate to the covenants under which properties are acquired. These restrictions may prohibit certain uses or specify building setbacks, heights, and types of materials. If deed restrictions conflict with zoning laws or building codes, the most restrictive guidelines usually prevail. Utility easements are a private restriction, however, are consistent with use and do not adversely affect the site use.

The subject is zoned CB – Central Business District. The intent of the CB zoning 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. The subject's current use as a retail/restaurant facility or office is permitted outright. There are no minimum lot requirements, yard requirements or open space requirements. The maximum height of any structure cannot exceed 65'.

2) Physically possible: The size, shape, topography, soil structure and accessibility affect the uses that are practical for the site. The subject is level, 100% usable, and consists of 9,375 SF and is predominantly rectangular in shape. The site is not located in a flood zone. The site square footage has the utility and size to accommodate the existing structure. Site size and shape are the predominant limitations to physically possible developments.

3) Financially feasible: In considering financial feasibility, I have considered which uses are likely to produce an income or return on investment that will satisfy operating expenses, financial obligations, and capital amortization. On-site parking is highly limited in downtown Moscow and is not considered an essential factor in the highest and best use but is a valuable commodity. The subject does not have off-street parking as currently developed. Use as either restaurant, service, office or retail are considered maximally productive alternatives for the site 'as though' vacant. Considering the subject's Moscow CBD location and proximity to the University of Idaho campus, commercial office, retail or restaurant/retail are all financially feasible uses.

4) Maximally productive: The use that produces the highest residual land value consistent with the rate of return warranted by the market for that use. (Appraisal Institute, The Appraisal of Real Estate, fourteenth Edition.)

Based on the location of the site in an area of conforming uses, adequate access, the logical and financially feasible highest and best use 'as though vacant' would be as a commercial development site, office, retail or restaurant/retail oriented based on the high exposure and high volume of pedestrian traffic. Sixth Street, Main Street and Third Street are predominantly retail oriented, with more office use existing along Washington and Jackson Streets. The immediate neighborhood is predominantly retail and office oriented.

HIGHEST AND BEST USE AS IMPROVED

Features	Improvements
Square Footage	9,308 SF of net rentable square footage equal to gross building area.
Design	One story, single tenant office facility, heavily demised with several offices, storage, conference rooms, break rooms, five restrooms, locker rooms, report writing, reception, records room, etcetera, with specialized tenant improvements relative to the existing use as the Moscow Police Department Office Building.
Height	Estimated at 16' to sill plate.
Site Coverage	Overall, there is a 99% site coverage ratio; 1:1 land to building ratio.
Current Use	City of Moscow Police Department office building.
Construction	The original construction is overall Average Class C, with average interior condition and no known needed repairs of structural deficiencies. Plumbing, mechanical, and electrical systems have been upgraded over the years. The roof membrane was replaced in 2015; two of the HVAC units were installed in October of 2013. The generator is new within the past five years.
Existing Use	Single tenant office building, heavily demised for current use.
Layout	Heavily demised for current use; please refer to the Improvement Description section of this report for a current schematic.
Off Street Parking	Not typical to downtown Moscow properties, the subject property does not include any off-street parking.

1) Legally permissible: The utilization of the existing improvements is consistent with uses in the area and are in conformance with the existing private restrictions and zoning ordinances, therefore legally permissible. Historic district controls, and environmental regulations are not applicable. No zoning changes are anticipated.

2) Physically Possible: The physical considerations of the site for the use of commercial development have been explored in highest and best use of the site "as though vacant" and in the site description of this report. The appraiser has reported that the access, exposure, truncating properties, topography and availability of utilities lend to the physical suitability of the site as a commercial development site. The site is suitable and well qualified for the existing site improvements.

3) Financially Feasible: The market rents in the area indicate potential additional income value to expand or convert the existing office property to an alternative use. Financially feasible alternative uses are determined by feasibility analyses, which is outside the scope of this assignment. The trend for redevelopment of downtown Moscow properties – in some cases down to the building shell – has been occurring over the past several years.

4) Maximally productive: In analyzing alternative uses under "physically possible" above, consideration to other uses was based on identifying uses that would produce a higher benefit to the existing property, which includes 9,308 SF of gross SF of building area, of which 100% is utilized as a single-tenant office building for the City of Moscow Police Department. The subject has two storefront entries and was previously a two-tenant facility. Maximally productive use is most likely as a two-tenant facility, considering a general lack of local demand for a 9,308 SF single tenant office building. The highest and best use conclusion is continued use in a commercial retail or office capacity, and potentially demising the space. The existing tenant improvements are highly delineated for specialized use by the current occupant and are second-plus generation. Alternative uses would most likely require updating and reconfiguration of the existing space.

Valuation Methodology:

Real property appraisal is the systematic acquisition, classification, analysis and presentation of data toward the goal of arriving at a reliable estimate of value of a subject property. To this point, I have presented a summary report of important facts and conclusions, a state of assumptions and underlying conditions, and relevant definitions such as the effective date of value estimate, the property rights being appraised, and the type of value sought. I have presented a discussion of strengths and weaknesses of the property. There are three commonly accepted approaches used in valuing real estate, defined as follows:

Cost Approach—One of the three traditional appraisal approaches to estimating value. In this approach, value is based on adding the contributing value of any improvements (after deduction for accrued depreciation) to the value of the land as if it were vacant based on its highest and best use. If the interest appraised is other than fee simple, additional adjustments may be necessary for non-realty interest and/or the impact of existing leases or contracts. Based on the age of the improvements, the cost approach is not considered applicable.

Sales Comparison Approach—One of the three traditional appraisal approaches to estimating value. Value is estimated by comparing similar properties that have sold recently to the subject property. Formerly referred to as the "market approach". The sales comparison approach is fully developed herein to arrive at an 'as is' market value.

Income Approach—One of the three traditional appraisal approaches to estimating value. In this approach, value is based on the present value of future benefits of property ownership. In direct capitalization, a single year's income is converted to a value indication using a capitalization rate. In yield capitalization, future cash flows are estimated and discounted to a present value using an appropriate discount rate. The income approach is fully developed herein using direct capitalization to arrive at the value conclusion 'as is.'

Sales Comparison Approach to Value:

Introduction

The sales comparison approach is the process in which a market value estimate is derived by analyzing the market for similar properties and comparing these properties to the subject property.

The appraisal principles that apply to the sales comparison approach are:

- Anticipation
- Change
- Supply and demand
- Substitution
- Balance
- Externalities

Procedure

The market has been researched to obtain information on the most recent sales transactions that are similar to the subject as defined by highest and best use of the property and meet the definition of "Arm's length Transactions," defined in the introduction. Information is verified by confirming that the data is factually correct.

Acceptable methods are used to analyze and adjust data to make the sales similar to the subject. Matched paired sales provides a basis for quantitative adjustments by comparing one sale to another and isolating the differences of value contribution for market condition, time, rights conveyed, conditions of sale as well as physical characteristics. The contribution is then applied to adjust the sales property unit of comparison to make it similar to the subject.

Selection of relevant units of comparison, price per SF of gross rentable area, is determined by evaluating the consistency and market acceptance of relevant per-unit indications. Using these elements of comparison derived from the comparable sales, adjustments are made appropriately. Adjusted values are reconciled to establish a value indication or range of value. Gross rentable area includes all usable area by the tenant.

Method and Analysis

General characteristics were analyzed by available units of comparison after analyzing and extrapolating quantitative adjustments, shown in dollar or percentage amounts. Where quantitative adjustments cannot be extracted, qualitative adjustments are applied at (+) and/or (-) comparison. Offsetting values are the same as "equal to" or (=).

Qualitative analysis recognizes the inefficiencies of real estate markets and the difficulty in expressing adjustments with mathematical precision. The appraiser, therefore, has explained the logic applied in arriving at the adjustment.

Sales Considered

Sales collected and analyzed for consideration are on the following pages. Sales of this type are somewhat limited because of the size of market area. The sales comparison approach is considered a "rule of thumb" indication of value and was given some weight in the final concluded value.

All sales have been summarized, adjusted, and are presented in spreadsheet format following the sales summary sheets and location map. These sales are analyzed and adjusted to conclude a final estimate of value on a price/SF of net rentable square footage.

Comparable Sale 1

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Record Number	458	**Property Type**	Commercial

Property Type & Address

Property Name	Haddock Building	**Primary Land**	CBD
Address	504 S. Washington St.	**City**	Moscow, ID
County	Latah	**Zip**	83843

Transaction Summary

Sale Price	$875,000.00	**Sale Date**	9/24/2020
$ Condition Adj	$0.00	**Adj $ Price**	$875,000.00
Adjusted $/Acr	$0	**$/SF Building**	$117.47
Instrument No.	WD 608924	**DOM**	0
Seller	Gritman Medical Park LLC	**Buyer**	City of Moscow

Site

Site Dimensions	125 x 80
Site Area in Acres	0.23
Site Area in Square Feet	10,000.00
Land Use Zone	Central Business District
Siting	Corner
Site View	Commercial

Physical Overview

Site Improvements in	Small non-conforming parking lot, peripheral landscaping, sidewalks
Utilities Available	All Available; City Services
Topography	Level at Street Grade
Access	Public - 5th Street and Washington Street

Building Information

Year Built	1995	**Construction Quality**	Above Average Class C
Floors	2		
GBA (SF)	7,449.00		
Common & Public Area SF	0		
SF/% Retail	0%	**SF/% Office**	100%
SF/% WH	0%	**SF/% Apt**	0%

Income/Expense Information

Cap Rate	6.05%	**PGI**	$88,676
EGIM	10.66	**EGI**	$82,025.00
		NOI	$52,994.00
Expenses	$29,031.00		
% Expenses	35.00%		

Legal/Transaction Detail

Tax Parcel ID	RPM0001006001AA
Assessed Land Value	$160,800.00
Assessed Imprv. Value	$635,000
Real Estate Taxes	$13,125.52
Financing	Cash
At Market Transaction?	Yes
Property Rights	Fee Simple
Confirmed By	Ruby Miles Stroschein, MAI
Confirmed With	Buyer, Seller, Deed, Files
Date Inspected	5/15/2015

Additional Comments

Previously purchased by Gritman Medocal Center in 2015. Gritman was interested in a separate unrelated vacant parcel of land that was owned by the same seller (Christ Church). Seller agreed to sell Gritman the land if they would also purchase this office building with a rent-back agreement at $10/SF NN. Gritman ultimately sold the property to the City of Moscow. The building is being remodeled for future use as a city employee office building. Sales price is $117.47/SF. Purchase price from 03/312015 was $750,000, 2.84% annualized increase over a 5.5 year time period.

Comparable Sale 2

GVA

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Record Number 456

Property Type Commercial

Property Type & Address

Property Name	Former Salvation Army	**Primary Land**	Commercial
Address	315 S. Jackson St.	**City**	Moscow, ID
County	Latah	**Zip**	83843

Transaction Summary

Sale Price	$750,000.00	**Sale Date**	3/31/2020
$ Condition Adj	$0.00	**Adj $ Price**	$750,000.00
Adjusted $/Acr		**$/SF Building**	$75.00
Instrument No.	WD 604799	**DOM**	291
Seller	The Salvation Army, a California Corp	**Buyer**	315 S. Jackson, LLC

Site

Site Dimensions	Irr x Irr
Site Area in Acres	0.43
Site Area in Square Feet	18,880.00
Land Use Zone	Central Business District
Siting	Interior
Site View	Commercial

Physical Overview

Site Improvements in	Paved Parking Lot
Utilities Available	All available; City Services
Topography	Level at Street Grade
Access	S. Jackson Street - Public

Building Information

Year Built	1959	**Construction Quality**	Class C
Floors	1		
GBA (SF)	10,000.00		
Common & Public Area SF	0		
SF/% Retail	100%	**SF/% Office**	0%
SF/% WH	0%	**SF/% Apt**	0%

Income/Expense Information

Cap Rate	7.15%	**PGI**	$86,241
EGIM	9.15	**EGI**	$86,241.00
		NOI	$53,589.00
Expenses	$28,340.00		
% Expenses	34.59%		

Legal/Transaction Detail

Tax Parcel ID	RPM0540002004AA & RPM0540002041AA
Assessed Land Value	$219,880.00
Assessed Imprv. Value	$607,200
Real Estate Taxes	13641.42
Financing	Cash Equivelancy
At Market Transaction?	Yes
Property Rights	Fee Simple
Confirmed By	Sarah E Miles, MAI
Confirmed With	CH, Broker, CoStar
Date Inspected	3/4/2021

Additional Comments

Building was in shell condition at the time of sale. Purchased and fully remodeled as Class A office space. OAR reconstructed using market income and expense terms commensurate with a tenant paying for tenant improvements to rehabilitate shell space. Asking price was $850,000.

Comparable Sale 3

GVA

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Record Number 455

Property Type Commercial

Property Type & Address

Property Name	The Hope Center	**Primary Land**	Commercial
Address	1212 W. Pullman Road	**City**	Moscow, ID
County	Latah	**Zip**	83843

Transaction Summary

Sale Price	$820,000.00	**Sale Date**	2/12/2021
$ Condition Adj	$0.00	**Adj $ Price**	$820,000.00
Adjusted $/Acr	$0	**$/SF Building**	$100.99
Instrument No.	612484	**DOM**	0
Seller	Connelly Family Limited Partnership	**Buyer**	Hope Center Moscow, Inc.

Site

Site Dimensions	lrr x lrr
Site Area in Acres	1.28
Site Area in Square Feet	55,738.00
Land Use Zone	Motor Business
Siting	Interior
Site View	Commercial; U of I Ball Fields

Physical Overview

Site Improvements in	Paved Parking
Utilities Available	All Available, City Services
Topography	Level at Street Grade
Access	Public - W. Pullman Rd.

Building Information

Year Built	1968	**Construction Quality**	Avg. Class C
Floors	1		
GBA (SF)	8,120.00		
Common & Public Area SF	0		
SF/% Retail	100%	**SF/% Office**	0%
SF/% WH	0%	**SF/% Apt**	0%

Income/Expense Information

Cap Rate	5.46%	**PGI**	$69,292
EGIM	12.2	**EGI**	$67,213.00
		NOI	$44,739.00
Expenses	$22,474.00		
% Expenses	33.44%		

Legal/Transaction Detail

Tax Parcel ID	ROM00000075855A & RPM000000759001
Assessed Land Value	$224,400.00
Assessed Imprv. Value	$402,578
Real Estate Taxes	10341.06
Financing	Cash Equivalency
At Market Transaction?	Yes
Property Rights	Fee Simple
Confirmed By	Sarah Miles, MAI
Confirmed With	Rob Cassetto, Dave Sutherla
Date Inspected	3/4/2021

Additional Comments

The original building constructed in 1968 contained 8,120 SF. In 2019, the tenant at the time (The Hope Center, who purchased the building) constructed an additional 6,240 SF of building area. The Hope Center owned this portion of the building, although it sat on landlord owned land. The County stated that the Hope Center owned this portion of the building, which was tax exempt, and thus the tenant was not required to pay real estate taxes on that portion of the building. While the building was actually 14,360 SF at the time of sale, the above analysis is of the 8,120 SF building and 55,738 SF of site area purchased by the tenant. Land value assessment does not reflect both parcels (only 27,413 SF); assessments/taxes are prior to tax exempt status.

Comparable Sale 4

GVA

A REAL ESTATE APPRAISAL COMPANY

Record Number 446

Property Type Commercial

Property Type & Address

Property Name	Park Place Plaza	**Primary Land**	Commercial
Address	1150 Alturas, Suites 10	**City**	Moscow
County	Latah	**Zip**	83843

Transaction Summary

Sale Price	$257,300.00	**Sale Date**	4/7/2020
$ Condition Adj	$0.00	**Adj $ Price**	
Adjusted $/Acr		**$/SF Building**	$119.95
Instrument No.	608944	**DOM**	7
Seller	Pioneer Exchange Accommodation Titleholder, LLC	**Buyer**	Rodney and Jenny Story

Site

Site Dimensions	Irr x Irr
Site Area in Acres	0.96
Site Area in Square Feet	41,720.00
Land Use Zone	Research, Technology, Offic
Siting	Corner
Site View	Commercial

Physical Overview

Site Improvements in	Paved parking, lighting, sidewalks, curbs, & gutters
Utilities Available	All available, City Services
Topography	Level at street grade
Access	Public - Alturas Drive

Building Information

Year Built	2002	**Construction Quality**	
Floors	1		
GBA (SF)	2,145.00		
Common & Public Area SF	0		
SF/% Retail		**SF/% Office**	100%
SF/% WH		**SF/% Apt**	

Income/Expense Information

Cap Rate	7.12%	**PGI**	$29,678
EGIM	9.13	**EGI**	$28,194.00
		NOI	$18,326.00
Expenses	$9,868.00		
% Expenses	35.00%		

Legal/Transaction Detail

Tax Parcel ID	See Below
Assessed Land Value	$44,800.00
Assessed Imprv. Value	$203,500
Real Estate Taxes	$4,095.18
Financing	Conventional
At Market Transaction?	Yes
Property Rights	Fee Simple
Confirmed By	Sarah E. Miles, MAI
Confirmed With	CH, Deed, MLS, Inspected
Date Inspected	1/5/2021

Additional Comments

This sale is for units 102, 103, and 105. The buyer already owned units 101, 104, and 108. Unit 102 parcel number is RPM96450000102A, unit 103 parcel number is RPM96450000103A, and unit 105 parcel number is RPM96450000105A. Alturas park office condominiums, limited market exposure, history of use restrictions. These condominiums do not have the heavy use restrictions that highly limited available demand in Phase II. Average quality, average overall condition. Combined suites consist of 2,145 SF. Shared paved parking. PGI stated above includes $12.00/SF base rent plus $2.00/SF CAMS. Expenses are based on a 35% overall expense ratio plus a 5% vacancy allowance.

Comparable Sale 5

GVA

A REAL ESTATE APPRAISAL COMPANY

Record Number 344

Property Type Commercial

Property Type & Address

Property Name	Neely's Travel Service	**Primary Land**	Commercial
Address	524 S. Main St.	**City**	Moscow
County	Latah	**Zip**	83843

Transaction Summary

Sale Price	$360,000.00	**Sale Date**	1/31/2017
$ Condition Adj	$0.00	**Adj $ Price**	$360,000.00
Adjusted $/Acr		**$/SF Building**	$129.49
Instrument No.	583670	**DOM**	0
Seller	Gregory & Bradley Neely	**Buyer**	Mullin, Daniel & Linda

Site

Site Dimensions	55.18 x 59
Site Area in Acres	0.075
Site Area in Square Feet	3,258.00
Land Use Zone	CB Central Business
Siting	Corner
Site View	Commercial CBD

Physical Overview

Site Improvements in	Street Lighting, concrete sidewalks, curbing, street parking only
Utilities Available	All available; city services
Topography	Level at street grade
Access	Public - Alley & Main St.

Building Information

Year Built	1958	**Construction Quality**	Avg. Class C
Floors	1		
GBA (SF)	2,780.00		
Common & Public Area SF	146		
SF/% Retail	19%	**SF/% Office**	76%
SF/% WH	0%	**SF/% Apt**	0%

Income/Expense Information

Cap Rate	6.45%	**PGI**	$33,890
EGIM	15.5	**EGI**	$32,196.00
		NOI	$23,214.00
Expenses	$8,982.00		
% Expenses	27.90%		

Legal/Transaction Detail

Tax Parcel ID	RPM0001005006AA
Assessed Land Value	$75,000.00
Assessed Imprv. Value	$160,000
Real Estate Taxes	4463.9
Financing	Conventional
At Market Transaction?	Yes
Property Rights	Fee Simple
Confirmed By	Sarah Miles, MAI
Confirmed With	Appraisal, Deed, Inspection
Date Inspected	11/18/2016

Additional Comments

2,780 SF one story commercial building in downtown Moscow on a 3,258 SF lot. The building was constructed in 1945, 1958, and 1968. At the time of sale, the large suite (2,118 SF) was utilized as a travel service office; the small suite (516 SF) is a donut shop. The office space has dated TI. Unit A was built in 1945. Unit B was then added in 1958 and then unit C was added in 1968. At the time of inspection Neely's Travel Agency occupied unit's A & C. Upon the purchase of the subject, the travel agency will be leaving. Buyers plan on using this space as an office/architectural firm. Unit B was occupied by Buy the Dozen Donut Shop. Built-up flat roofing system that was not viewed. According to the owner the roof tar paper was replaced

Comparable Sale 6

GVA
A REAL ESTATE APPRAISAL COMPANY

Record Number 374

Property Type Commercial

Property Type & Address

Property Name	Moscow Water Department	**Primary Land**	Commercial
Address	201 N. Main Street	**City**	Moscow
County	Latah	**Zip**	83843

Transaction Summary

Sale Price	$422,214.00	**Sale Date**	7/31/2018
$ Condition Adj	$0.00	**Adj $ Price**	$422,214.00
Adjusted $/Acr	$0	**$/SF Building**	$111.67
Instrument No.	593683 W18	**DOM**	0
Seller	Magyar Investments Inc.	**Buyer**	City of Moscow

Site

Site Dimensions	80' x 125'
Site Area in Acres	0.23
Site Area in Square Feet	10,000.00
Land Use Zone	MB Motor Business
Siting	Corner Lot
Site View	Moscow's North CBD

Physical Overview

Site Improvements in	Paved parking, landscaping, sidewalks, lighting, curbs, gutters
Utilities Available	All available, city services
Topography	Level at Street Grade
Access	West A Street

Building Information

Year Built	1963	**Construction Quality**	Avg. Class C
Floors	2		
GBA (SF)	3,781.00		
Common & Public Area SF	0		
SF/% Retail	0%	**SF/% Office**	100%
SF/% WH	0%	**SF/% Apt**	0%

Income/Expense Information

Cap Rate	7.99%	**PGI**	$51,440
EGIM	12.52	**EGI**	$48,868.00
		NOI	$33,717.00
Expenses	$15,151.00		
% Expenses	31.00%		

Legal/Transaction Detail

Tax Parcel ID	RPM054000B021AA
Assessed Land Value	$160,800.00
Assessed Imprv. Value	$135,890
Real Estate Taxes	4816.68
Financing	Cash
At Market Transaction?	Yes
Property Rights	Fee Simple
Confirmed By	Sarah Miles, MAI
Confirmed With	Deed, Assessor, City, Files
Date Inspected	8/14/2018

Additional Comments

The subject improvements consist of an atypically designed class C CMU commercial office building located at 201 N. Main Street, Moscow, ID. This commercial building consists of 3,781 sf of gross building area which is comprised of five offices, reception area, vault, two restrooms, storage areas, mechanical room, and conference room on main floor with five offices on second floor. The subject is currently occupied the City of Moscow's Water Department. The tenant was the buyer. Actual lease data at the time of sale shown above.

Comparable Sale 7

GVA

A REAL ESTATE APPRAISAL COMPANY

Record Number 399

Property Type Commercial

Property Type & Address

Property Name	Chris'Appliances	**Primary Land**	Commercial
Address	337 N. Main St.	**City**	Moscow
County	Latah	**Zip**	83843

Transaction Summary

Sale Price	$375,000.00	**Sale Date**	9/29/2018
$ Condition Adj	$0.00	**Adj $ Price**	$375,000.00
Adjusted $/Acr	$0	**$/SF Building**	$98.06
Instrument No.		**DOM**	46
Seller	Kappler, Cgeorge & Karen	**Buyer**	Forzera LLC

Site

Site Dimensions	40 x 125
Site Area in Acres	0.1136
Site Area in Square Feet	4,950.00
Land Use Zone	Commercial
Siting	Corner Lot
Site View	Commercial - Rosaurs

Physical Overview

Site Improvements in	Paved Parking (minimal), sidewalks, gutter
Utilities Available	All available, city services
Topography	Level at street grade
Access	East D Street

Building Information

Year Built	1995	**Construction Quality**	Avg. D/Pole
Floors	0		
GBA (SF)	3,824.00		
Common & Public Area SF	0		
SF/% Retail	30%	**SF/% Office**	0%
SF/% WH	70%	**SF/% Apt**	0%

Income/Expense Information

Cap Rate	4.93%	**PGI**	$29,240
EGIM	13.5	**EGI**	$27,778.00
		NOI	$18,505.00
Expenses	$9,273.00		
% Expenses	33.38%		

Legal/Transaction Detail

Tax Parcel ID	RPM054000A001BA
Assessed Land Value	$90,000.00
Assessed Imprv. Value	$125,000
Real Estate Taxes	3690.94
Financing	Cash Equivelancy
At Market Transaction?	Yes
Property Rights	Fee Simple
Confirmed By	Sarah Miles, MAI
Confirmed With	Broker, MLS 98701413, CH
Date Inspected	11/26/2018

Additional Comments

3,824 SF of GBA pole building with 2,924 SF on the main level and 30 x 30 SF above the office. Built in 1995. OAR is developed using market constructed data. 4,950 SF lot; the building faces Rosaurs Grocery Store.

Comparable Sale 8

GVA

A REAL ESTATE APPRAISAL COMPANY

Record Number	457	**Property Type**	Commercial

Property Type & Address

Property Name	S. Grand Ave. Multi-Tenant Bldg	**Primary Land**	Commercial
Address	1220-1234 S. Grand Av	**City**	Pullmlan, WA
County	Whitman	**Zip**	99163

Transaction Summary

Sale Price	$1,500,000.00	**Sale Date**	11/25/2020
$ Condition Adj	$0.00	**Adj $ Price**	$1,500,000.00
Adjusted $/Acr		**$/SF Building**	$103.24
Instrument No.	762687	**DOM**	375
Seller	Wysup Properties LLC	**Buyer**	Real Life Ministries LLC

Site

Site Dimensions	Irr x Irr
Site Area in Acres	1.12
Site Area in Square Feet	48,787.00
Land Use Zone	Commercial
Siting	Interior
Site View	S. Grand Commercial Corridor

Physical Overview

Site Improvements in	Large Paved Parking Lot
Utilities Available	All Available, City Services
Topography	Moderate Slope ASG, then Level
Access	S. Grand Ave. - Public

Building Information

Year Built	1981	**Construction Quality**	Avg. Class C
Floors	1		
GBA (SF)	14,529.00		
Common & Public Area SF	0%		
SF/% Retail	0%	**SF/% Office**	20%
SF/% WH	80%	**SF/% Apt**	0%

Income/Expense Information

Cap Rate	6.10%	**PGI**	$125,098
EGIM	12.62	**EGI**	$118,843.00
		NOI	$91,532.00
Expenses	$27,311.00		
% Expenses	22.98%		

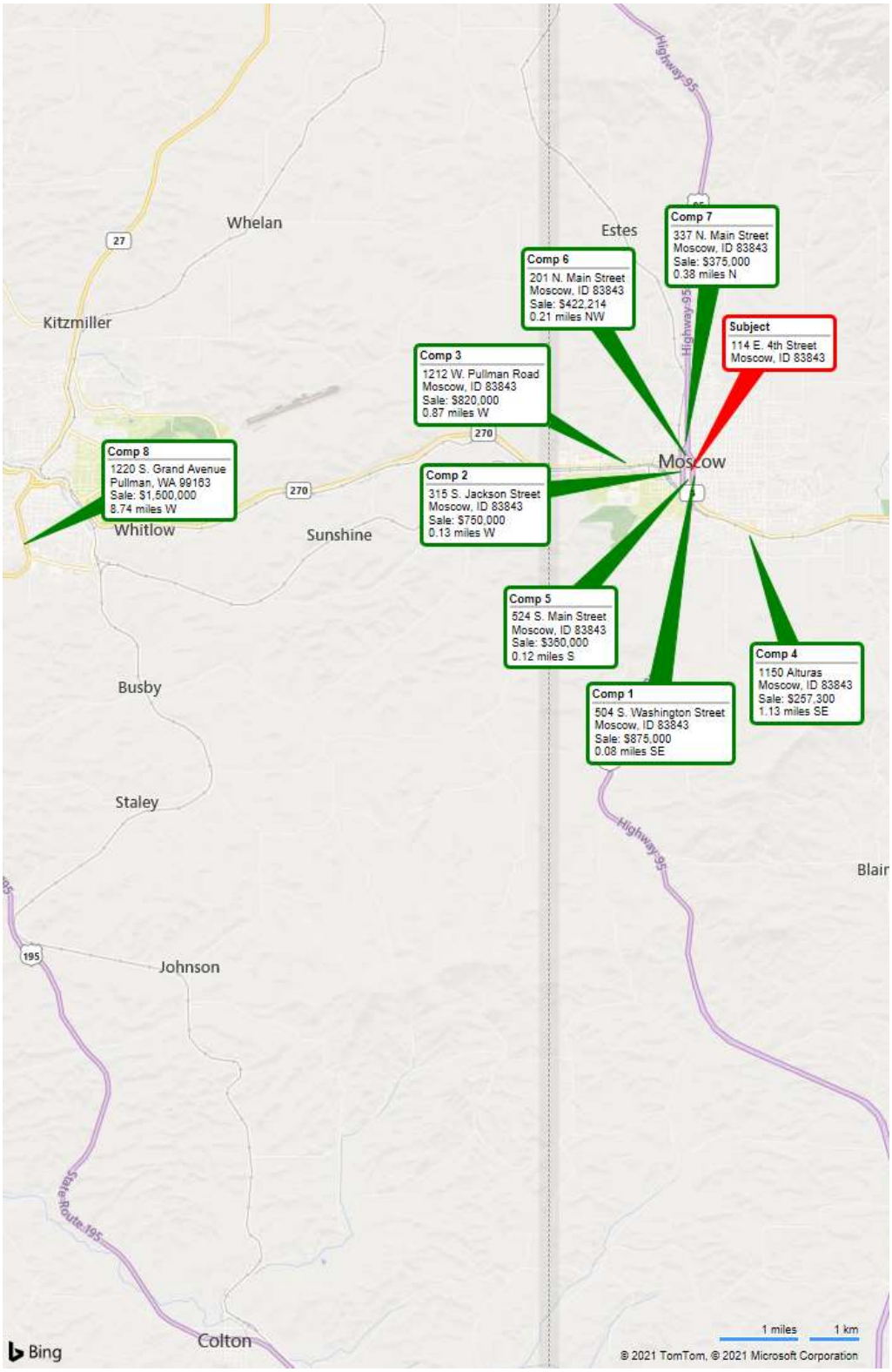
Legal/Transaction Detail

Tax Parcel ID	814800000000007, 0008, 0009
Assessed Land Value	$501,000.00
Assessed Imprv. Value	$1,692,936
Real Estate Taxes	$4905.00
Financing	Cash Equivelancy
At Market Transaction?	Yes
Property Rights	Leased Fee & Fee Simple
Confirmed By	Sarah Miles, MAI
Confirmed With	CoStar, Agent, CH
Date Inspected	3/5/2021

Additional Comments

Estimated at 20% office, 80% shell at the time of sale. "Shell" space allocated as warehouse in building breakdown. Extensive frontage to Grand Avenue, extensive parking. Currently delineated into four spaces. Asking price was $2,750,000. OAR reconstructed using market income and expense terms commensurate with a tenant paying for tenant improvements to rehabilitate shell space component. 2021 assessment and tax information above is per Whitman County Taxsifter. Currently partially exempt; prior taxes were $4,905.14 in 2019 per agent. Stewart Title's lease is $2,125/month on 1,416 SF or $18.00/SF/Yr. This tenant pays all own utilities (MG). Reimbursments calculated on 90% of building.

Improved Sales Location Map:



Improved Sales Analysis

The following is a discussion of accepted qualitative and market derived quantitative adjustments, and an explanation of the adjustment process.

Property Rights - The transaction price of a sale is always based on the real property interest conveyed. In this instance, an adjustment for this attribute was not considered necessary. Within this market, the investor's perspective is typically one of the following:

- Investment for return only: most typical to neighborhood shopping centers and other multi-tenant facilities. The investor is strictly interested in the net rental returns and future return on investment.
- Owner/user: more typical to single tenant type facilities. Our firm has confirmed several local area sales where the "investor" purchased a facility for use or was leasing the facility and purchased the property from the landlord. In essence, the investment was in lieu of future rental payments (return on investment), and most typically an expectation of positive reversionary value (return of investment).

Due to owner-user influence for the sales used herein, an adjustment for ramp up/vacancy is not considered necessary.

Conditions of Sale - Adjustments made for conditions of sale usually reflect atypical motivations of the buyer and seller at the time of conveyance. A sale may be transacted at a below market price if the seller needs cash in a hurry. A financial, business, or family relationship between the parties may also affect the price of property. When non-market conditions of sale are detected in a transaction, the sale must be thoroughly researched before an adjustment is made. Based upon the research performed, it is believed that all of the comparable sales involved regular arms-length transactions without the presence of duress or adverse market influence. A conditions of sale adjustment is not applicable.

Financing Terms - Prices paid in acquiring property may differ significantly due to the financing involved, if any. Cash or cash equivalencies are the basis of value, whereas extended, above market interest rate and/or leverage investor term sales generally represent the higher portion of a sales price range. None of the sales required adjustments for financing terms.

Market Conditions/Time - Market conditions may change between the time of sale of a comparable property and the date of the appraisal of the subject property. Changed market conditions often result from various causes, such as inflation, changing demand, and changing supply. Time itself is not the cause for the adjustment. The comparable sales occurred between 2017 – 2021. With stable to increasing rents and decreasing capitalization

rates over this time period, as published by the quarterly PwC reports, the changing factor (implied) is increasing sales prices. Where somewhat limited local match-paired data is available to derive a local market time trend, I have concluded a rate of 2.84%/year as a combination of inflation data and predominantly from the match paired sale time adjustment derived from comparable sale 1 (further explained on the comparable sale data sheet). While market conditions have certainly improved for all property types in recent years, the change in volume of transactions is more apparent in the commercial and multi-family markets. Price appreciation is apparent in the single-family residential market.

Summary of Comparable Sales & Adjustments

The comparable sales are analyzed with respect to location, building size, finish, condition, and with some respect to land to building ratios. Typically, an adjustment is not warranted for excess site area that does not support the function of the improvements. Land to building ratio adjustments were not derived from the marketplace for the sales used herein. For the most part, a location adjustment was not derived for the sales used herein, with most sales being located on Moscow's primary arterials. Comparable sale 4 is located in the Alturas Business Park. While this property's location is not in the area of the Park with greater use restrictions, this is considered a secondary location with an upward adjustment of 5% applied based on commensurate rental rate differences. Comparable sale 8 is located on South Grand Avenue in Pullman; however, a location adjustment was not derived for this sale. With two exceptions, all properties have mostly similar construction quality, with no adjustments deemed applicable for this physical characteristic. Comparable sale 1 is superior in construction quality; this property was adjusted downward by -10% using Marshall and Swift data for superior construction quality. Comparable sale 7 is inferior in construction quality and adjusted upward by 10% using similar methodology.

Differences in condition are adjusted for by 1% for each year difference in effective age; this is a market derived value with supporting data contained in our work files. The only other adjustment applied herein is for finish on sales 24. While the subject's tenant improvements (TI) are second-plus generation and will likely require a fairly significant remodel for an alternative use, comparable sale 2's shell condition at the time of sale requires an upward adjustment for finish applied at +15%. The Alturas Park office sale (comparable 4) has superior TI condition not adequately reflected in the effective age adjustment, applied at -10%. Overall, net percent adjustments are within acceptable parameters for the local market, where single tenant sales volume is comparatively limited.

Inverse Size: typically, larger buildings sell for less per SF compared to smaller buildings, which is a reflection of diminishing marginal return. Because this adjustment tends to be fairly significant, the comparable sales were intentionally chosen to portray a variety of building sizes, and adequately bracket the subject's NRSF. The diminishing marginal return relationship is not linear; i.e., the sales price per SF will not eventually approach $0/SF. The inverse size relationship is analyzed following the sales grid.

Analysis Grid

The above direct comparable improved sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Economic Trends (time)
- Location
- Physical Characteristics

Below is a sales comparison grid displaying the subject property, the comparable sales and the adjustments applied.

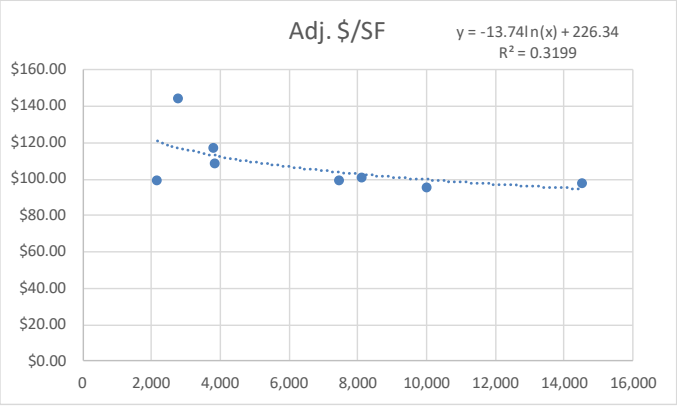
Comparable Sales Adjustment Grid

SALES COMPARISON IMPROVED					
Comp No.	**Subject**	**1**	**2**	**3**	**4**
Property Name	Moscow Police Department	Haddock Building	Former Salvation Army Building	The Hope Center	Office Condominiums at Alturas Park
Address	114 4th Street	504 S. Washington Street	315 S. Jackson Street	1212 W. Pullman Road	1150 Alturas Drive, Moscow, ID (101, 104 & 108)
City	Moscow	Moscow	Moscow	Moscow	Moscow
State	ID	ID	ID	ID	ID
County	Latah	Latah	Latah	Latah	Latah
Analysis Date	3/5/2021	9/24/2020	3/31/2020	2/12/2021	4/7/2020
Sale Price	NA	$875,000	$750,000	$820,000	$257,300
Size GBA	9,308	7,449	10,000	8,120	2,145
Finished/Analysis NRSF	9,308	7,449	10,000	8,120	2,145
Land Area (SF)	9,375	10,000	18,880	55,738	Condominium - Shared
Land Area (Acre)	0.22	0.23	0.43	1.28	Shared 0.96 Acre
Land to Bldg Ratio	1.01	1.34	1.89	6.86	Sufficient for Use
SP/SF (NRSF)	NA	$117.47	$75.00	$100.99	$119.95
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Equated to Cash Equivelancy	Cash Equivelancy	Cash Equivelancy	Cash Equivelancy	Cash Equivelancy
Conditions of Sale	Arms Length	Arms Length	Arms Length	Arms Length	Arms Length
Year Built	Est. 1936	1995	1959	1968	2002
Age ATOS	85	25	61	53	18
Effective Age	26	20	35	26	12
% Office	100%	100%	0%	0%	100%
% Retail	0%	0%	100%	100%	0%
% Storage/Warehouse	0%	0%	0%	0%	0%
% Apartment	0%	0%	0%	0%	0%
Quantitative Adjustments					
Property Rights		0.00%	0.00%	0.00%	0.00%
Financing Terms		0.00%	0.00%	0.00%	0.00%
Conditions of Sale		0.00%	0.00%	0.00%	0.00%
Months Elapsed		5	11	1	11
Market Conditions/Time		1.27%	2.64%	0.18%	2.59%
Adj Price/NRSF		$118.96	$76.98	$101.17	$123.06
Location/Exposure/Neighborhood Comp:		0.00%	0.00%	0.00%	5.00%
Qualitative Analysis		Not Derived	Not Derived	Not Derived	Inferior
Effective Age		-6.00%	9.00%	0.00%	-14.00%
Qualitative Analysis		Superior	Inferior	Similar	Superior
Construction/Functionality		-10.00%	0.00%	0.00%	0.00%
Qualitative Analysis		Superior	Not Derived	Not Derived	Not Derived
Adjustment for Finish		0.00%	15.00%	0.00%	-10.00%
Qualitative Analysis		Second Gen. TI	Shell Condition At Time of Sale	Second Gen. TI	Superior TI Condition
Net Percent Adjustment		-16.00%	24.00%	0.00%	-19.00%
Total Adjusted Price/NRSF		**$99.92**	**$95.46**	**$101.17**	**$99.68**

SALES COMPARISON IMPROVED				
Comp No.	**5**	**6**	**7**	**8**
Property Name	Neely's Travel Building	Moscow Water Department	Chris' Appliances	Former Wysup Bldg.; Multi-Tenant Space
Address	524 S. Main Street	201 N. Main Street	337 N. Main Street	1220-1234 S. Grand Ave.
City	Moscow	Moscow	Moscow	Pullman
State	ID	ID	ID	WA
County	Latah	Latah	Latah	Whitman
Analysis Date	1/31/2017	7/31/2018	9/28/2018	11/25/2020
Sale Price	$360,000	$422,214	$375,000	$1,500,000
Size GBA	2,780	3,781	3,824	14,529
Finished/Analysis NRSF	2,780	3,781	3,824	14,529
Land Area (SF)	3,258	10,000	4,950	48,787
Land Area (Acre)	0.07	0.23	0.11	1.12
Land to Bldg Ratio	1.17	2.64	1.29	3.36
SP/SF (NRSF)	$129.50	$111.67	$98.06	$103.24
Property Rights	Fee Simple	Fee Simple	Fee Simple	FS & LF
Financing	Cash Equivelancy	Cash Equivelancy	Cash Equivelancy	Cash Equivelancy
Conditions of Sale	Arms Length	Arms Length	Arms Length	Arms Length
Year Built	1958	1963	1995	1981
Age ATOS	59	55	23	39
Effective Age	26	24	20	20
% Office	76%	100%	0%	0%
% Retail	19%	0%	30%	20%
% Storage/Warehouse	0%	0%	70%	80%
% Apartment	0%	0%	0%	0%
Quantitative Adjustments				
Property Rights	0.00%	0.00%	0.00%	0.00%
Financing Terms	0.00%	0.00%	0.00%	0.00%
Conditions of Sale	0.00%	0.00%	0.00%	0.00%
Months Elapsed	49	31	29	3
Market Conditions/Time	11.64%	7.38%	6.92%	0.79%
Adj Price/NRSF	$144.56	$119.90	$104.85	$104.06
Location/Exposure/Neighborhood Comp:	0.00%	0.00%	0.00%	0.00%
Qualitative Analysis	Not Derived	Not Derived	Not Derived	Not Derived
Effective Age	0.00%	-2.00%	-6.00%	-6.00%
Qualitative Analysis	Similar	Similar Overall	Superior	Superior
Construction/Functionality	0.00%	0.00%	10.00%	0.00%
Qualitative Analysis	Not Derived	Not Derived	Inferior	Not Derived
Adjustment for Finish	0.00%	0.00%	0.00%	0.00%
Qualitative Analysis	Average/Fair Office; Accounted for in Eff. Age	Dated Office	Ptl. Shop Space; Not Derived for Subject 2nd Gen. TI	Ptl. Warehouse Space; Not Derived for Subject 2nd Gen. TI
Net Percent Adjustment	0.00%	-2.00%	4.00%	-6.00%
Total Adjusted Price/NRSF	**$144.56**	**$117.51**	**$109.04**	**$97.81**

Inverse Size Analysis

Based on the p-value and t-statistic, the inverse size relationship is not statistically significant at a 95% confidence interval based on the data used herein. The R-squared value is interpreted as 32% of the variation in adjusted $/NRSF is attributable to differences in total net rentable square footage. Although the relationship is not statistically significant, a trend does appear to exist between the size of the building and adjusted price/SF.



SUMMARY OUTPUT

Regression Statistics	
Multiple R	0.565619294
R Square	0.319925186
Adjusted R Square	0.206579383
Standard Error	14.560762
Observations	8

ANOVA

	df	*SS*	*MS*	*F*	*Significance F*
Regression	1	598.4270214	598.4270214	2.822558742	0.14394902
Residual	6	1272.09474	212.0157899		
Total	7	1870.521761			

	Coefficients	*Standard Error*	*t Stat*	*P-value*	*Lower 95%*	*Upper 95%*	*Lower 95.0%*	*Upper 95.0%*
Intercept	226.3379041	70.53950214	3.208668863	0.018397863	53.73396034	398.9418479	53.73396034	398.9418479
LN (NRSF)	-13.74343856	8.180388147	-1.680047244	0.14394902	-33.76012726	6.273250142	-33.76012726	6.273250142

Active Listings

The subject property is located in the heart of downtown Moscow in the CBD and within good proximity of the University of Idaho campus in an area that is fully built up with very low commercial vacancies. Active Moscow commercial listings – excluding properties with businesses included in the sale listing – include the following:

- ✓ 123/125 E. Third Street: $817,000 asking price, building constructed in 1897 and is an older Class C building with two tenant spaces. This building consists of 3,502 SF and has been on the market for 8 days. The asking price of $233.30/SF is not consistent with closed sale data.
- ✓ 230 W. E Street: $1,090,000 asking price, building constructed in 2014 and is a newer Class S steel building used as a motor sports business. This building consists of 10,765 SF and has been on the market for 231 days. The asking price of $101.25/SF is consistent with closed sale data.

- ✓ 317 W. 6th Street (University Pointe) – $2,800,000 asking price, Class A building constructed in 2003 and is a multi-tenant retail and office facility. The building consists of 25,025 SF and has been on the market for 961 days. The asking price of $111.89/SF is consistent with closed sale data.

Final Value Indication, Sales Approach

Excluding the higher outlier, the sales approach indicates a range of value between $95.46/SF to $117.51/SF. The high indication of $144.56/SF is from the former Neely's Travel building, which was purchased for redevelopment as an architectural building that has yet to come to fruition.

Considering the subject's location, size, HVAC and roofing upgrades, lack of on-site parking, and existing tenant improvements, I have concluded the value of the subject property from the sales approach placing 50% weight on the median indicator and 50% weight on the mid-point indicator.

Statistic:	Value/NRSF:
Low:	$95.46
High:	$144.56
Median:	$100.55
Average:	$108.14
Model Indication:	Not Statistically Significant
Concluded:	$104.35
Overall:	$971,246
ROUNDED TO:	**$970,000**

The market value indication of the subject property from the sales approach to value, analysis of the subject's fee simple estate, is **$970,000**, rounded, as of 03/05/2021.

Income Approach to Value:

The Income Capitalization Approach is based on the principle that the value of a property is indicated by the net return to the property, or what is also known as the present worth of future benefits. This approach analyzes both the property's capacity to produce an income stream and the risk associated with it. This approach focuses on the principles of anticipation and change in their association with supply and demand. The future benefits of income producing properties is the net income before debt service and depreciation.

The income stream is derived from long-term lease agreements of typically three to five years with renewal options experienced in this market. The occupancy is based on 12 monthly income streams to accumulate an annual income that is analyzed on the basis of NOI (net operating income) before taxes and debt service.

A history of income and expenses has been collected on comparable lease properties to conclude a reliable basis for expenses. In converting the income stream to a value, two common methods are most commonly recognized. These are:

1. Direct Capitalization: net operating income is divided by an overall rate market capitalization rate; and
2. Discounted Cash Flow: traditional DCF uses anticipated future net income streams and a reversionary value are discounted to an opinion of net present value at a chosen yield rate (internal rate of return, or hurdle rate).

The subject's net income will be derived from comparable commercial property market rental income, less all operating expenses, including reserves. Within this analysis, the projected net income has been capitalized through the direct capitalization method and by applying an analysis of published (PwC) rates, rates derived from comparable sales, among other rate indications. The steps involved in capitalizing the subject's net operating income are as follows:

1. Develop the subject's Potential Gross Income (PGI) through analysis of the subject's actual historic income and an analysis of competitive current market income rates.
2. Estimate and deduct vacancy and collection losses to develop the Effective Gross Income (EGI).
   Develop and subtract operating expenses to derive the Net Operating Income (NOI).
   Develop the appropriate capitalization rate (R_o).
   Divide the net operating income by the capitalization rate for an estimate of value through the income approach.

With three to five-year lease agreements that often renew for additional three to five-year periods, the office market typically operates on a longer-term basis. While this decreases risk in a dynamic market, it allows the market to permeate through sporadic market adjustments that occur when rents are based on short-term leases.

Sources of information for the reconstructed income and expense statement include market rent levels for the subject using comparisons to comparable rental properties in the immediate rental market. The following rental comparables and table summarizes rental figures from the properties considered to be competing for the occupancy type as the subject.

Existing Lease Summary

The subject property is not encumbered by an existing lease.

Determination of Market Rent

The following leases were researched and analyzed to determine an 'at market' lease rate to apply to the subject property in developing the income approach to value.

Lease Comparable 1

News-Review Publishing Co., Inc., Gritman Federal Building, E. 5th St., Moscow ID

Location Data

Location:	220 E. 5th St., Moscow, ID 83843 (Suites 314 & 320)
County:	Latah
APN:	RPM0001006007A; 7001A
Market Type:	Medium

Property Data

Type:	Multi-Tenant Office
OER (% of EGI):	20% - 35% typical to NNN leases
Market Vacancy:	5% - 8% Overall
Space Analyzed:	2,251 SF
# Units:	20+ total; suites 314 & 320 this analysis
Year Built:	1972 – 1973
No. of Stories:	3
Condition:	Average
Amenities:	Paved Parking

Lease Data

Confidential:	No	2017 Contract Rate:	$10.66/SF/YR
Confirmed By:	Ruby Stroschein, MAI	Rate:	Annual
Conformed With:	Gritman Medical Center	Date of Lease:	06/01/2019
Lessor Name:	Gritman Medical Center	Term of Lease:	Ending 05/31/2022
Lessee Name:	News-Review Publishing Co., Inc.	Renewal Options:	Two terms of three years each
		Lease Options:	Renewals Typical
Lease Type:	FS (full service)		

Property Remarks:

Gritman Federal Building located on East 5th Street. Overall building vacancy is 30% - plus, partially indicative of deferred maintenance and/or second-plus generation tenant improvements. This analysis is of one of the larger third floor office suites occupied by News-Review Publishing Co., Inc. 12 off-street parking spaces dedicated to this tenant. Rent is $2,000/month.

Lease Comparable 2

Latah Soil & Water, Gritman Federal Building, E. 5th St., Moscow ID

Location Data

Location:	220 E. 5th St., Moscow, ID 83843 (Suites 208 & 208A)
County:	Latah
APN:	RPM0001006007A; 7001A
Market Type:	Medium

Property Data

Type:	Multi-Tenant Office
OER (% of EGI):	20% - 35% typical to NNN leases
Market Vacancy:	5% - 8% Overall
Space Analyzed:	2,070 SF
# Units:	20+ total; suites 208 & 208A this analysis
Year Built:	1972 – 1973
No. of Stories:	3
Condition:	Average
Amenities:	Paved Parking

Lease Data

Confidential:	No	2017 Contract Rate:	$12.75/SF/YR
Confirmed By:	Ruby Stroschein, MAI	Rate:	Annual
Conformed With:	Gritman Medical Center	Date of Lease:	11/01/2019 – 10/31/2020
Lessor Name:	Gritman Medical Center	Term of Lease:	Currently renewing month to month on same terms
Lessee Name:	Latah Soil and Water.	Renewal Options:	
Lease Type:	FS (full service)	Lease Options:	Typical

Property Remarks:

Gritman Federal Building located on East 5th Street. Overall building vacancy is 30% - plus, partially indicative of deferred maintenance and/or second-plus generation tenant improvements. This analysis is of one of the larger second floor office suites occupied by Latah Soil and Water. 10 off-street parking spaces dedicated to this tenant. Expired annual lease is currently renewing month-to-month on same terms. Rent is $2,200/month.

Lease Comparable 3

Palouse Juice & Panhandle Cone and Coffee, Downtown Moscow ID

Location Data

Location:	509 & 511 S. Main St., Moscow, ID 83843
County:	Latah
APN:	RPM10400010010A
Market Type:	Medium

Property Data

Type:	Commercial-Retail Equivalent
OER (% of EGI):	20% - 35% typical to NNN leases
Market Vacancy:	5% - 8% Overall
Space Analyzed:	PJ: 1,607 SF; Panhandle: 1,600 SF
# Units:	2
Year Built:	1947
No. of Stories:	1
Condition:	Very Good
Amenities:	Paved Parking

Lease Data

Confidential:	No	2019 Contract Rate:	PJ: $14.08/SF/YR; Panhandle: $13.00/SF/YR
Confirmed By:	Sarah E. Miles, MAI	Rate:	Annual (Avg. = $13.54/SF)
Conformed With:	Lease/Landlord/Broker	Date of Lease:	PJ: 5 YR beginning 07/2017
Lessor Name:	Rheingans, Philip & Heather	Term of Lease:	Panhandle: 3 YR beg. 10/2018 PJ: 5 Years
Lessee Name:	Palouse Juice, LLC & Panhandle Cone & Coffee	Renewal Options:	None
		Lease Options:	NA
Lease Type:	NNN		

Property Remarks:

Suite 509 fully updated. Tenant paid for all TI finishes; landlord provided new electrical panel, primer plaster wall, frame and sheet rock demising wall to the ceiling, create an ADA restroom, run fabric HVAC ducting through space and black out the ceiling. Base rent years 1-2 is $1,725; after the second year, 3% annual increase will be added. Basement is included in base rent. 2017: $1,725. 2018: $1,725. 2019: $1,776.75. 2020: $1,830.05. **2021: $1,884.95.** Current rate = $14.08/SF. Expense pass thru: $1.98/SF.

Suite 511: Asking rent is $12.96/SF NNN; good office finish. Leased at $13.00/SF NNN starting November 2018 for three years ending November 2021. No escalations noted. Suite was slightly smaller than 1,600 SF; marketed and leased under presumption of 1,600 SF suite.

Lease Comparable 4

Renaissance Mall Suite, W. Pullman Rd., Moscow ID

Location Data

Location:	660-672 W. Pullman Rd., Moscow, ID 83843
County:	Latah
APN:	RPM00000078215A; 78205A
Market Type:	Medium

Property Data

Type:	Commercial-Retail Equivalent
OER (% of EGI):	20% - 35% typical to NNN leases
Market Vacancy:	5% - 8% Overall
Space Analyzed:	1,500 SF
# Units:	1 – analyzed; strip retail center
Year Built:	1994
No. of Stories:	1
Condition:	Above Average
Amenities:	Paved Parking

Lease Data

Confidential:	No	2017 Contract Rate:	$9.60/SF/YR
Confirmed By:	Sarah E. Miles, MAI	Rate:	Annual
Conformed With:	Broker Justin Rasmussen	Date of Lease:	05/17/2019
Lessor Name:	Moston Partners LLC	Term of Lease:	5 Yrs. Ending 05/2024
Lessee Name:	Palouse Juice, LLC & RebsFabStash	Renewal Options:	None Specified
Lease Type:	NNN	Lease Options:	Renewals Typical

Property Remarks:

18,000 SF strip retail building known as the Renaissance Mall on West Pullman Road. Asking rent was $14.00/SF NNN. Contracted rent is $9.60/NNN with $5.00/SF in CAMs (pass through expense to the tenant). Term is starting 05/17/19 running through 05/16/2024. Concessions of two months free rent. No escalations noted. Site has 54 free surface spaces. Suite 670.

Lease Comparable 5

Suite 102, University Pointe, Downtown Moscow, ID

Location Data

Location:	Suite 102, 317 W. 6th St. Moscow, ID 83843
County:	Latah
APN:	RPM00000180045A
Market Type:	Medium

Property Data

Type:	Commercial-Office Equivalent
OER (% of EGI):	20% - 35% typical to NNN leases
Market Vacancy:	5% - 8% Overall
Space Analyzed:	Net Rented Area = Suite 102: 2,041 SF
# Units:	1 analyzed
Year Built:	2003
No. of Stories:	2
Condition:	Very Good
Amenities:	Paved Parking, Common Area

Lease Data

Confidential:	No	2018 Contract Rate:	$12.00/SF NNN, $16.96/SF FS
Confirmed By:	Sarah E. Miles, MAI	Rate-Mo. or Annual:	Annual
Conformed With:	CoStar, Wayne Browning (agent for building)	Date of Lease:	October 2018
Lessor Name:	Cobb Irrevocable Trust; Cobb, Lawrence	Term of Lease:	Five Years Expiring Oct. 2023
		Lease Renewal:	None Noted
		Lease Options:	Renewals are typical
Lessee Name:	H&R Block		
Lease Type:	Adj. to NNN (see comments)		

Property Remarks:

Building contains multi-tenant restaurant/retail/office on the lower level with professional office suites on the second level in the University Pointe building on Moscow's West Sixth Street, located between Moscow's CBD and the University of Idaho campus. There are 62 parking spaces for a ratio of 2.48 spaces per 1,000 SF of building. Building size is 25,025 SF. Zoning is Motor business. Land area is 1.28 Acres. GBA is 25,025 SF. There are a total of 18 Suites, with anchor tenants being Domino's Pizza, H&R Block, Shook-Leavitt Insurance, and others. Populi, major 2nd-story tenant is moving to newly remodeled main level space on South Jackson. The base Gross Lease Rate is $12.00/SF. Added to the base lease rate is $4.96/SF in CAMS, to arrive at a Full-Service gross lease of $16.96/SF. According to the property manager, Wayne Browning, all units in the building are leased based on these terms. Tenants pay a gross lease rate of $16.96/SF, 4.96/SF allocated to CAMS. Two 2nd Story professional office space, 971 SF and 5,275 SF are being vacated. One main-floor suite on the back side, 1,366 SF is currently vacant. The building has been for sale for over two years for $2.9 million, or $116/SF.

Lease Comparable 6

Storm Cellar, Downtown Moscow ID

Location Data

Location:	504 S. Main St., Moscow, ID 83843
County:	Latah
APN:	RPM00010050010AA
Market Type:	Medium

Property Data

Type:	Commercial-Retail or Office Equivalent
OER (% of EGI):	20% - 35% typical to NNN leases
Market Vacancy:	5% - 8% Overall
GBA	4,814
# Units:	1
Year Built:	1968
No. of Stories:	1
Condition:	Average
Amenities:	Paved Parking, Courtyards, Common Restrooms 2 tenants

Lease Data

Confidential:	No	2018 Contract Rate:	$7.48/SF; $11.69 Adj. to Market
Confirmed By:	Sarah E. Miles, MAI	Rate Mo. or Annual:	Annual
Conformed With:	Leases/Landlord	Date of Lease:	2 Years
Lessor Name:	Rheingans, Philip & Heather	Term of Lease:	Exp. 05/30/2019
		Renewal Options:	None
Lessee Name:	Storm Cellar	Lease Options:	None
Lease Type:	NNN		

Property Remarks:

The subject property is currently leased by Auston and Laura Storm, DBA The Storm Cellar. The following is a summary of the current lease: Landlord: Rheingans. Tenant: Auston and Laura Storm, DBA The Storm Cellar. Lease date: 09/07/2018. Term: June 1, 2017 – 05/30/2019. Net Leasable Area: 4,814 SF based on exterior measurements taken on-site. Rent: $3,000/month; $7.48/SF/YR. Expense terms: NNN. Escalations: None. Tenant and owner are friends, with a lower than market rental rate contracted. Adjustment for non-arm's length arrangement is $4.21/SF, confirmed, 2018-106.

Lease Comparable 7

Eastside Marketplace 3,400 SF Lease – 1420 S. Blaine Street, Moscow, ID

Location Data

Location:	1420 S. Blaine Street, Suites 19 & 20, Moscow, ID
County:	Latah
APN:	RPM00000177370A
Market Type:	Medium

Property Data

Type:	Eastside Marketplace – Retail, some Office
OER (% of EGI):	NNN 20% – 35% Typical
Market Vacancy:	5% - 8% Overall
GBA (SF):	164,381 Overall, 3,400 SF suite this analysis
Number of Units:	31 +/- Overall, 1 suite this analysis
Year Built:	1979
No. of Stories:	1
Condition:	Average

Amenities: Paved Parking

Lease Data

Confidential Lease:	No	Initial Year Contract Rate:	$10.94/SF NNN
Confirmed By:	Sarah E Miles, MAI	Rate Annually:	Annually/SF
Confirmed With:	CoStar; Justin Rasmussen	Date of Lease:	Starting Dec. 2018
Lessor Name:	Real Life Ministries - Moscow	Term of Lease:	5 Years Ending Dec. 2023
Lessee Name:	Karma Indian Cuisine	Lease Renewal Options	Options to renew
Lease Type:	NNN	Lease Options:	Not specified

Property Remarks & Lease Comments:

The existing improvements consist of five single story buildings (one large neighborhood retail center and four satellite buildings), which are known as the Eastside Market Place located at 1420 S. Blaine Street, Moscow, ID. The total site area is approximately 656,014 SF or 15.06 +/- acres. The five buildings that are situated on the subject property were built in 1977, 1978, 1979, 1999, and 1998 with actual ages ranging from 15 to 36 years. Based on the condition of each building the weighted average year built is 1979. Karma Indian Cuisine occupies a second-generation restaurant space totaling roughly 3,400 SF. Asking rent was $12.00/NNN. Contracted rent is level at $10.94/NNN. Concessions included 5 months free rent.

Comparable Lease 8

Lodgepole Restaurant, Humble Burger, & Carlton Construction Office, Downtown Moscow ID

Location Data

Location:	102, 104, and 106 N. Main St., Moscow, ID 83843
County:	Latah
APN:	RPM0330001007AA
Market Type:	Medium

Property Data

Type:	Commercial-Retail Equivalent
OER (% of EGI):	20% - 30% typical to NNN leases
Market Vacancy:	5% - Downtown Moscow
GBA	• 4,041 SF; see below
# Units:	3; NRSF = 3,836
Year Built:	1925; rem. 2014/2016
No. of Stories:	1
Condition:	Very Good
Amenities:	Paved Parking, Courtyards, Common Restrooms 2 tenants

Lease Data

Confidential:	No	2018 Contract Rate:	$12.96/SF/YR Weighted Avg.
Confirmed By:	Sarah E. Miles, MAI	Rate Mo. or Annual:	Annual
Conformed With:	Leases/Landlord	Date of Lease:	2-3 Years; see below
Lessor Name:	Rheingans, Philip & Heather	Term of Lease:	See Below
		Renewal Options:	See Below
Lessee Name:	See below	Lease Options:	See Below
Lease Type:	NNN		

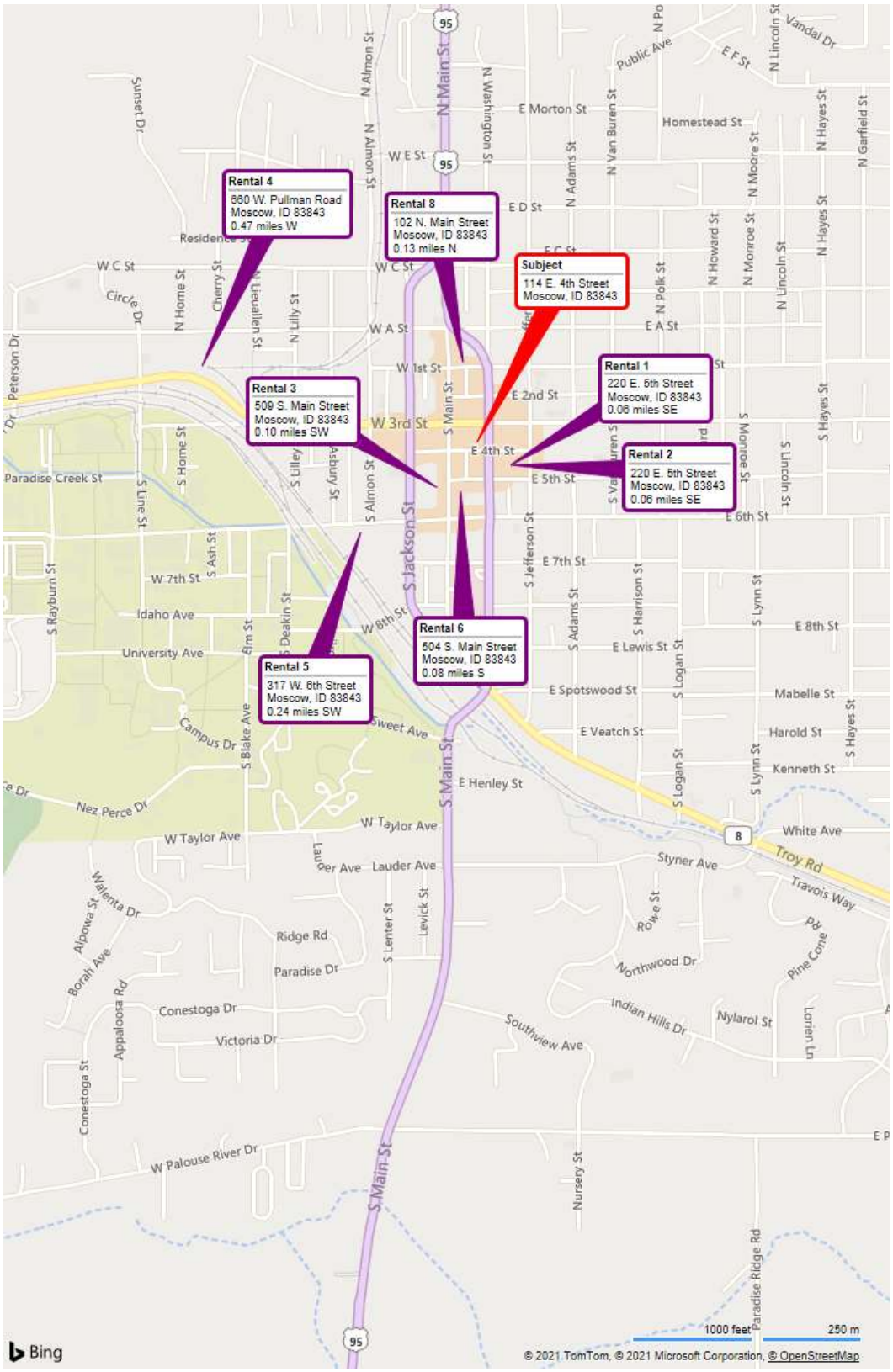
Property Remarks:

Lodgepole Restaurant: Year built – Est. 1925, Complete Remodel 2014. Unit Size – 2,150 SF plus 2,000 SF Outdoor Patio. 2015 Base Mo. Rent - $2,300.00/mo., NNN. Lessor – The Anchor LLC, an Idaho Corp.; Lessee – Barham Hospitality Group Incorporate DBA Lodgepole. Lease Term – 3 Years after the commencement Date. Commenced 04/01/2015 (original term), current term commenced 04/01/2018. Escalations – Annual CPI increase, computed based on the prior year's CPI, at each renewal period (level during terms, increased at one years' CPI at renewal). Cannot be less than 3% or more than 5%. Options – Three (3) Three-Year Options. Current Rent - $2,369/month or **$13.22/SF/YR.**

Humble Burger: remodeled 2014. Unit size – 1,270 SF plus 900 SF outdoor patio. Lessee – Humble Burger, Nate Wolff. Lease term – 3 years commencing 04/01/2015. Options – two (2) Three-Year Options. Current Rent - $1,275/month or **$12.05/SF/YR**. Escalations – Annual CPI increase, computed based on the prior year's CPI, at each renewal period (level during terms, increased at one years' CPI at renewal).

Carlton Construction (Tim Mortimore, Tenant): remodeled 2016. Unit size – 416 SF. Lease Term – 2 years beginning 05/01/2016. Renewal – one period of 2 years (current term). No escalations noted. $500/month, **$14.42/SF/YR.** Common restrooms shared by Carlton Construction and Humble Burger.

Comparable Lease Location Map:



Comparable Analysis

It will be necessary to address these factors through relative comparison (qualitative adjustments) to determine whether the subject's ***adjusted*** rent should be higher or lower than that of the comparable. When a comparable is considered superior to the subject, a lower rent is indicated, and when inferior, a higher rent is suggested.

Based on the preceding, we have prepared the following adjustment grid which summarizes each of the required adjustments to the comparables. Note that superior characteristics require downward adjustments whereas, inferior characteristics require upward adjustments.

SUMMARY OF RENTAL COMPS WITH ADJUSTMENTS

Comp No.	Subject	1	2	3	4	5	6	7	8
Property Name	Moscow Police Department	Office Space, Gritman Federal Building	Office Space, Gritman Federal Building	Palouse Juice & Panhandle Cone & Coffee	Suite at Renaissance Mall	Suite at University Pointe	The Storm Cellar	Eastside Markstplace Suite	Lodgepole Restaurant, Hunble Burger, Carlton Construction
Address	114 East 4th Street	220 E. 5th Street, Suites 314 & 320	220 E. 5th Street, Suites 208 & 208A	509/511 S. Main Street	670 W. Pullman Road	317 W. 6th Street, Suite 102	504 S Main St.	1420 S. Blaine St., Suites 19 & 20	102, 104, & 106 N. Main St.
City & State	Moscow, ID	Moscow, ID	Moscow, ID	Moscow, ID	Moscow, ID	Moscow, ID	Moscow, ID	Moscow, ID	Moscow, ID
Size GBA (or space analyzed)	9,308	2,251	2,070	1,607 SF & 1,600 SF	1,500	2,041	4,814	3,400	4,041
NRSF	9,308	2,251	2,070	1,607	1,500	2,041	4,814	3,400	3,836
Year Built	Est. 1936	1972-1973	1972-1973	1947	1994	2003	1968	1979	1925
Type of Lease	Adj. to NNN	FS	FS	NNN	NNN	NNN	NNN	NNN	NNN
Analysis Base Lease Rate	Subject Not Leased	$10.66	$12.75	$13.54	$9.60	$12.00	$11.69	$10.94	$12.96
Effective Age of Suite Finish	20	20	20	4	12	6	18	16	4
Lease Term	Subject Not Leased	3 Years	Month to Month off of Original Lease	3 - 5 Years	5 Years	5 Years	2 Years	5 Years	2-3 Years
Quantitative Adjustments									
Expense Structure	Adj. to NNN	-21.11%	-17.65%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Lease Offering Vs. Closed	Adj. to Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed
Non Real Estate Items	No FFE Included in Lease Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Market Conditions/Time	Not Derived	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adj. Lease Rate/NRSF	Subject Not Leased	$8.41	$10.50	$13.54	$9.60	$12.00	$11.69	$10.94	$12.96
Location	East 4th Street	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Qualitative Analysis	Downtown Moscow	3rd Story Federal Bldg.	2nd Story Federal Bldg.	Downtown Moscow	Renaissance Mall	Downtown Moscow	Downtown Moscow	Eastside Marketplace	Downtown Moscow
Physical	1% Per Yr. Diff	0%	0%	-16%	-8%	-14%	-2%	-4%	-16%
Qualitative Analysis		Similar	Similar	Superior	Superior	Superior	Similar	Superior	Superior
Finish or TI	Single Tenant Office Building	0%	0%	0%	0%	0%	0%	0%	-10%
Qualitative Analysis	Avg. Office	Office	Office	Restaurant Retail	Office	Office	Fair Open Retail	2nd Gen. Restaurant Retail	Restaurant Retail, Higher End
Total Adjusted $/SF of NRSF	Subject Not Leased	**$8.41**	**$10.50**	**$11.37**	**$8.83**	**$10.32**	**$11.46**	**$10.50**	**$9.59**

Adjustments are made to the rental rates of the comparables to compensate for differences between physical characteristics of each lease comparable (location, condition, suite finish, etcetera) and the subject. A general discussion of the adjustments considered is provided below and in the following pages.

Expense Structure – based on location, use, and building age/condition, it is anticipated that the lease structure for the subject property would be triple net (NNN) in this market considering typical tenancy. As such, all leases contracted under full service (FS), gross or modified gross (MG) lease arrangements are adjusted to reflect a market lease rate equivalent to NNN expense terms. However, the market is somewhat mixed between NNN and MG lease structures. Six of the eight lease arrangements operated NNN (triple net); the MG lease comparable was adjusted to reflect the tenant paying real estate taxes, insurance, in-unit utilities and W/S/G. This is the expense structure adjustment on the grid for MG and FS lease arrangements – the respective cost expressed as a percent of the comparable lease rate. The calculation is based on each respective property's actual real estate expense, plus a market allowance for property insurance. Please refer to the lease datasheets for discussion of the adjustment to arrive at an NNN or MG equivalent rental rate. Please note that expense structure is relative to the rental rate. If the tenant is expected to participate in more of the building expenses or reimburse the landlord, they would expect to pay a proportionately lower rent.

Market Conditions/Time – Not derived based on market data.

Physical - Physical characteristics typically used in comparison are location, size, age, and building condition. A finish or quality adjustment was not derived based on the rental comparable properties used herein, outside of that captured by the effective age of the suite finishes. The one exception is for the Lodgepole lease (comparable rental 8), with higher end restaurant retail finish adjusted at -10%. Average office and average retail are predominantly interchangeable in this market, with no adjustment indicated based on lease rates. Each lease was adjusted on a similar basis for condition as is typically included in a local sales approach analysis, which is 1% per year difference in the effective age of the suite finish (as opposed to building overall, which is applied in the sales approach). A location adjustment was not derived based on the existing use of the subject property and comparable lease properties utilized herein.

The only other physical adjustment necessary is for the inverse price relationship, where the more additional footage rented, generally the less paid per square foot. The relationship is not linear – i.e., the price/SF is not going to approach zero as the building continues to get larger. The data was modeled, and an inverse size relationship is not statistically significant based on the leases analyzed herein.

Comparable	Adj. Rent/SF
1	$8.41
2	$10.50
3	$11.37
4	$8.83
5	$10.32
6	$11.46
7	$10.50
8	$9.59
Median:	$10.41
Average:	$10.12
Low:	$8.41
High:	$11.46
Existing Lease Rate:	Subject Not Leased
Concluded Market:	**$10.12**

Concluded Market Rental Rate

For second generation-plus existing office space, the market lease rate indicators range from $8.41/SF to $11.46/SF, with a mid-point of 10.12/SF. The data is consistent, with the concluded market lease rate for the subject at $10.12/SF. This concluded lease rate captures the subject's building size and existing finishes.

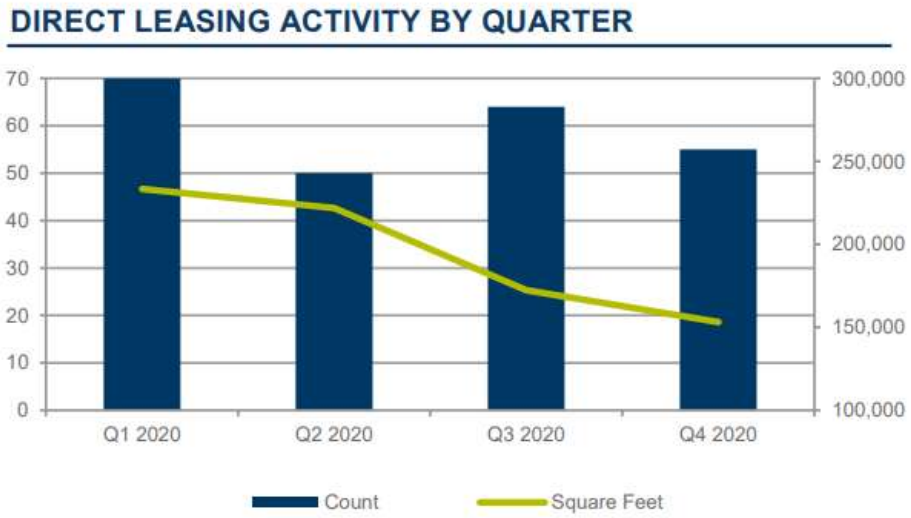
Relative to the concluded market lease rate, expense terms are applied NNN with the tenant paying all expenses with the exception of building capital expenditures. The lease comparable properties were adjusted to reflect NNN lease terms. Durations are typically 3 – 5 years, with more current leases contract closer to three years.

Direct Capitalization Technique

Direct capitalization is a method used to convert an estimate of a single year's income expectancy, or an annual average of several years' income expectancies, into an indication of value in one step. Typically, the value indication is derived by dividing the income estimate by an appropriate rate. This capitalization rate is known as an overall rate.

Vacancy & Collection Loss

The next step in the Income Approach is to estimate the loss in income due to vacancy and collection losses. In concluding to a vacancy and collection loss factor for the subject, consideration has been given to immediate and citywide markets. The following national and Boise retail market statistics are published by Cushman & Wakefield for the fourth quarter of 2020, Boise being the closest market to Moscow.



Economic indications for office properties remain unsure following the Covid-19 pandemic. The macroeconomic office rate versus overall vacancy is trending at $20/SF NNN and 8% vacancy, generally trending first generation office space.

An analysis of the overall commercial real estate marketplace – specifically with respect to Moscow's smaller and larger buildings – indicates that this market is fairly healthy. Moscow is a university town with good employment stability, and typically economic and/or real estate downturns have less of an effect compared to regional or national markets. There are not significant or noticeable vacancies in Moscow, with the only historic general exception being at the Eastside Marketplace. Moscow's CBD is vibrant and healthy, with good proximity to the University of Idaho campus. The newest strip retail facility in Moscow leased up relatively quickly (anchored by Inland Cellular and located on W. Pullman Road), and the local market was not oversupplied with this type of real estate as compared

to many other communities in the Inland Northwest. At the Palouse Empire Mall, Marshal's, Petco, and Staples filled the big box vacancies left by Office Depot and Hastings. The primary big box vacancy at the mall is the former Macy's. Otherwise, there are no large buildings vacant in Moscow at this time, and there are no notable vacancies or areas of vacancies in the marketplace. Considering the subject's existing tenant improvements, as well as general lack of demand for larger existing office space without dedicated parking, a 10% vacancy allowance is applied herein. While properties like the subject tend to be contracted on longer term leases, once vacated at a larger relative 9,308 SF single tenant office space, it typically takes a longer marketing period to secure a lease considering existing tenant improvements.

Expense Analysis

There are three categories of expenses, which are to be considered in the operation of a typical income property: fixed, operating, and reserves for replacement. In order to determine the reasonableness of the subject's historical, as well as, projected operating expenses, assuming a stabilized occupancy, we have held discussions with local real estate brokers and property managers and have made comparisons with other retail centers.

Fixed expenses include real estate taxes and insurance. They are so designated because they do not fluctuate with occupancy. Furthermore, nonpayment of taxes could result in loss of the property, and nonpayment of insurance does not meet the test of prudence in the preservation of wealth.

In addition to the fixed expenses, there are other costs incurred in the operation of the property. These operating expenses are considered necessary for the preservation of the asset's income-producing potential. Operating expenses for a typical income property include management, utilities, janitorial, building maintenance, supplies, legal and accounting, and additional items including advertising.

The third expense category is reserves for replacement. It is a fact that short-lived building components will require periodic replacement over the economic life of the subject property. The prudent investor would set aside a portion of the project income each year so that adequate funds are available for such capital replacement. The required reserves for replacement should be typical of similar properties for the remainder of the economic life of the improvements. This appraisal is subject to some property improvements as described in the Improvements Description section. The additional allocation of 5% of base EGI is for future annual reserve requirements.

Variable Expenses

Variable expenses are necessary to maintain the production of income from the operation of a property and generally include utilities, common area maintenance, administration, repair, miscellaneous cost and management.

Net Operating Income

Net operating income is effective gross income less all applicable operating expenses.

Other Non-Reimbursable Costs

Other expense items borne by the landlord which are related to leasing of the property are the costs of finishing space to suit the needs of the tenant, the cost of commissions paid to leasing agents and reserves (discussed following).

Leasing Commissions

A leasing commission expense was not included in this analysis, where it is not typical in the local market. When a broker's commission is included, recent conversations with local brokers indicate a 1.5% commission rate on the annual base rents. Leasing commissions are often considered 'below the line' expenses and are not included herein.

Capitalization Rate

The following is the current data reported by PwC Investor Survey (third quarter 2020 being the most available to the Appraisal Institute members.) Office and retail capitalization rates have experienced declines in cap rates for several years – primarily driven by the low cost of debt for all property types. The effect of the Covid-19 pandemic is yet to be fully understood on office property vacancy rates, lease rates, as well as capitalization rates. The current macroeconimic indication for office capitalization rates are up 4 basis points to 5.59% from the prior quarter with a current range of 3.75% - 7.50%. The discount rate is indicated at 7.38% with a residual cap rate at 5.88%. The PwC Survey generally represents 'best prioperties'.

Economic Indicators | PwC Real Estate Investor Survey, Q3 2020

	Regional Mall		CBD Office		Warehouse		Apartment	
	Q3 2020	Q2 2020	Q3 2020	Q2 2020	Q3 2020	Q2 2020	Q3 2020	Q2 2020
Discount Rate (IRR)[a]								
Range (%)	5.75 – 15.00	5.75 – 15.00	5.50 – 12.00	5.50 – 12.00	5.25 – 7.50	5.25 – 7.50	5.00 – 10.00	5.00 – 10.50
Average (%)	7.75	7.75	7.38	7.16	6.13	6.14	6.83	6.89
Change (bps)		0		+22		–1		–6
Overall Cap Rate (OAR)[a]								
Range (%)	4.50 – 15.00	4.50 – 15.00	3.75 – 7.50	3.75 – 7.50	3.40 – 7.00	3.40 – 7.00	3.50 – 8.00	3.50 – 8.00
Average (%)	6.93	6.95	5.59	5.55	4.84	4.84	5.22	5.19
Change (bps)		–2		+4		0		+3
Residual Cap Rate								
Range (%)	4.20 – 15.00	4.50 – 15.00	5.00 – 7.50	5.00 – 7.50	4.50 – 7.00	4.50 – 7.00	4.00 – 8.00	4.00 – 8.50
Average (%)	7.25	7.68	5.88	5.91	5.48	5.49	5.61	5.64
Change (bps)		–43		–3		–1		–3

[a]Rate on unleveraged, all-cash transactions. Definitions: bps — basis points. Discount Rate (IRR) — internal rate of return in an all-cash transaction, based on annual year-end compounding. Overall Cap Rate (OAR) — initial rate of return in an all-cash transaction. Residual Cap Rate — overall capitalization rate used in calculation of residual price; typically applied to the NOI in the year following the forecast. Survey involves institutional-grade properties. Source: PwC Real Estate Investor Survey; personal survey conducted by PwC during July 2020. For subscription information, please email us-pwcsurvey@pwc.com.

Capitalization Rate Conclusion

There are eight OAR indications from the comparable sales, as detailed in my workfile, some of which were extracted using market terms. The range (excluding the low outlier) is from 5.46 to 7.99%, with a median of 6.45% and a midpoint of 6.62%. The best reflective property to conclude the subject's capitalization rate is from comparable sale 2 at 7.15%. This is the capitalization rate applied herein given any likely alternative user would require redevelopment of the interior space.

Capitalization Rate Indications	
Comparable 1	6.05%
Comparable 2	7.15%
Comparable 3	5.46%
Comparable 4	7.12%
Comparable 5	6.45%
Comparable 6	7.99%
Comparable 7	4.93%
Comparable 8	6.10%
Minimum (Excl. Low Outlier):	5.46%
Maximum:	7.99%
Median (Excl. Outlier):	*6.45%*
Mid-Point (Excl. Outlier):	*6.62%*
Concluded:	*7.15%*

Property Expenses

Market expenses are summarized as follows:

- The subject is currently tax exempt. An analysis of the comparable sales indicates an 'at market' tax expense at $1.45/SF. This is the rate applied herein.
- Market insurance rates range from $0.30 - $0.40 per SF of finished office space. Applying a rate of $0.30/SF to the finished square footage equates to a rate of $2,792/year for real estate only.
- The subject property is a larger single-tenant commercial building with no common areas. Management expenses typically range from 5% to 6% of EGI depending on the tenancy type and typical lease durations. A management expense rate of 5% was applied in this analysis.
- Professional services are typically for legal costs and tax preparation. An allocation of $1,000 was included in this analysis.
- Repairs and maintenance are estimated at $0.30/SF/year, applied to the gross building area.
- Utilities, Water, Sewer, Garbage: the concluded market lease rate is commensurate to an NNN expense arrangement, where these items are considered the tenant's direct expense.
- Miscellaneous expenses are equal to 1.5% of EGI. This includes the cost of utilities during vacancies.

- Replacement reserves are equal to 5% of EGI and are commensurate to intensity of use, age of the building, and the finish level/TI and anticipation of replacement items in the longer term.

Reiteration of Reimbursements

Reimbursed expenses commensurate with NNN lease terms are taxes, insurance, and 50% of the repairs and maintenance. This amount is shown in the Recoveries & CAM line item. While many NNN leases explicitly state that maintenance is the responsibility of the tenant, it is often deferred back to the landlord upon lease expiration. The final expense ratio is 30.33%. I felt it unnecessary to include a small allocation for water/sewer and electricity/heat during vacancies as this could be considered a portion of miscellaneous expenses. The expense ratio is consistent with properties with improvements of similar age.

Income Approach Conclusion

DIRECT CAPITALIZATION SUMMARY			
Analysis Date:	Mar-21		
NRSF	9,308		
Income Breakdown		**Annual Income**	**% Of PGI**
Rental Income	$10.12/SF	$ 94,197	84.19%
Percentage Rent		$ -	0.00%
Recoveries & CAM		$ 17,685	15.81%
Parking Income		$ -	0.00%
Other Income		$ -	0.00%
Potential Gross Income (PGI)		**$ 111,882**	**100.00%**
Vacancy and Collection Loss	**-10.0%**	**$ (11,188)**	
Effective Gross Income (EGI)		**$ 100,694**	**90.00%**
Expense Breakdown		**Annual Expense**	**Per NRSF**
Real Estate Taxes	13.40%	$ 13,497	$ 1.45
Property Insurance	$0.30/SF	$ 2,792	$ 0.30
Management	5.00%	$ 4,474	$ 0.48
Professional Services	Lump Sum	$ 1,000	$ 0.11
Repairs & Maintenance	$0.30/SF	$ 2,792	$ 0.30
Replacement Reserves	5% of Base EGI	$ 4,474	$ 0.48
Miscellaneous	1.5% of EGI	$ 1,510	$ 0.16
Stabilization Expenses			
Total Expenses		$ 30,541	$ 3.28
Expense Ratio (Expenses/EGI)		**30.33%**	
Net Operating Income (NOI)		**$ 70,153**	$ 7.54
Capitalization Rate		**7.15%**	
Value		**$ 981,167**	
Less Cost to Cure		**$ -**	
Overall:		**$ 981,167**	**$ 105.41**

Based on the preceding analysis, the indicated market value of the subject property from the income approach, fee simple estate, is **$980,000** as of 03/05/2021.

Reconciliation and Value Conclusion:

In this section of the report, the appraisers bring together all of the data gathered during the appraisal, culminating with their opinion of the most probable value. It is in this section; they summarize their thoughts about the property to reconcile the value indicators into a final conclusion. Your attention is directed to the following which summarizes the value estimates presented throughout this report.

Market Value Indicators, Fee Simple Estate:

The current market value indications of the subject as of 03/05/2021 are as follows:

➢ Cost approach	Not Developed
➢ Sales comparison approach:	$970,000 – 50% Weight
➢ Income approach:	$980,000 – 50% Weight
➢ RECONCILED:	**$975,000**

Placing equal weight on the results of the sales and income approaches, the final concluded market value of the subject property is $975,000 as of 03/05/2021.

Addenda:

Assumptions and Limiting Conditions

Definitions

Company Information

Appraiser(s) Qualifications

Letter of Engagement

Assumptions and Limiting Conditions:

This appraisal report has been made with the following general assumptions:

- The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable unless otherwise stated.

- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

- The property is appraised as though under responsible ownership and competent property management.

- The information furnished by others is believed to be reliable, but no warranty is given for its accuracy

- All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property

- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

- It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

- Unless otherwise stated in this report, the existence of hazardous material, including but not limited to, asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals which may or may not be present on the property, were not called to the attention of, nor were they observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances as listed above, or substances such as asbestos, urea-formaldehyde foam insulation, chemical or toxic waste, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no such material on or in the property, or on or in adjoining properties that would cause a loss in value to the property being appraised. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required discovering them. The client is urged to retain an expert in this field, if desired. During the course of the property inspection, there was no evidence of problems.

- The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was not considered in estimating the value of the property.

This appraisal report has been made with the following general limiting conditions:

- Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in questions unless arrangements have been previously made.
- Neither all nor any part of the contents of this report shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and appraisal of the appraiser.
- The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to change with future conditions.
- The report is prepared for the sole use and benefit of the named client. Neither this report, nor any of the information contained herein shall be used or relied upon for any purpose by any person or entity other than the named client. The appraiser is not responsible for the unauthorized use of this report.

Company Information:

Company Information

Company Name:	Gem Valley Appraisal Services, Inc.
Tax Id Number:	81-4674818
Mailing/Physical Address:	828 S. Washington, Suite D Moscow, Idaho 83843
Name of Contact Person:	Ruby M. Stroschein, MAI - CGA Appraiser Sarah Miles, MAI - CGA Appraiser Tammy Stamper - Office Manager
Office Phone:	208-882-7200
Cell Phones:	208-596-0979 - R. Stroschein 208-301-4784 - Sarah Miles
Business Email:	ruby@gemvalleyappraisal.com sarah@gemvalleyappraisal.com tammy@gemvalleyappraisal.com

Definitions:

Gross Building Area (GBA) is the total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

1. Gross leasable area plus all common area.
2. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically, does not include garage space.

Gross Leasable Area (GLA) is the amount of area leased and occupied by tenants; relates to determination of common area expenses for vacant space in a shopping center. If stipulated in the lease, landlords may calculate a tenant's pro rata share for expense reimbursement based on the percentage of GOLA.

Gross or Full-Service Lease is a lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses

Modified Gross Lease is a lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.

Net Lease/Triple Net Lease an alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called NNN Lease, triple net lease.

Rentable Area for office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Usable Area 1) For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called *net building area* or *net floor area*. 2) The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.

Extraordinary Assumption: an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

Fee Simple Estate is the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Estate is an ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest is the interest held by the lessee (tenant or renter) through a lease transferring specified rights, including the right of use and occupancy, for a stated term under certain conditions.

Market Value: The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price Is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.1

1 Board of Governors of the Federal Reserve System (FRS), 12 CFR Part 225; Federal Deposit Insurance Corporation (FDIC), 12 CFR Part 323; National Credit Union Administration (NCUA), 12 CFR Part 722; Office of the Comptroller of the Currency (OCC), 12 CFR 34.42(f); Office of Thrift Supervision (OTS), 12 CFR 564.2(f); and the Resolution Trust Corporation (RTC), 12 CFR Part 1608. Washington, D.C.: Federal Register, Vol 55, No. 251, pages 53610-53618; Monday, December 31, 1990.

Market Rent is the most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of specific lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options and tenant improvements.

Highest and Best Use In appraising real property: 1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. Th highest and best use may be for continuation of an asset's exiting use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. 3) The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions).

Improvements Buildings or other relatively permanent structures or infrastructure (e.g., sewer lines, water lines, roads) located on, or attached to, land.

Exposure Time 1) The time a property remains on the market. 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Marketing Time A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value haven developed and refined. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In the Uniform Standards of Professional Appraisal Practice as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

USPAP, 2020-21 Edition and the Dictionary of Real Estate Appraisal, Sixth Edition.

Appraiser's Qualifications:

SARAH E. MILES, MAI

STATE CERTIFIED GENERAL APPRAISER, IDAHO & WASHINGTON

sarah@gemvalleyappraisal.com

Specialized Real Estate Appraisal Education

- Completion of the Fundamentals of Apartment Appraising by Appraisal Institute, July 2020
- Understanding and Appraising Residential REOs, July 2020
- Completion of the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) Course, June 2019
- Completion of the Uniform Standards of Professional Appraisal Practice course as required by the Departments of Licensure for Idaho & Washington every 24 months
- Completion of the Business Practice & Ethics course on a five-year cycle as required by the Appraisal Institute
- Online Residential Site Valuation and Cost Approach, July 2018, continuing education
- Eminent Domain and Condemnation, July 2018, continuing education
- Advanced Income Capitalization, Lafayette, CA, November 2015: continuing education
- Thinking Outside the Form, August 2015: continuing education
- Forecasting Revenue, August 2015: continuing education
- Residential Market Analysis and Highest & Best Use, August 2014: continuing education
- The Discounted Cash Flow Model: Concepts, Issues and Applications, July 2013: continuing education
- Feasibility, Market Value, Investment Timing: Option Value, August 2012: continuing education
- Comparative Analysis, August 2012: continuing education
- Data Verification Methods, August 2012: continuing education
- Analyzing Tenant Credit Risk & Commercial Lease Analysis, Post Falls, Idaho, August 2011: continuing education
- Appraising Convenience Stores, August 2011: continuing education
- Real Estate Finance Statistics and Valuation Modeling, July 2010: continuing education
- Analyzing Distressed Real Estate, June 2009: continuing education
- Rates & Ratios: Making Sense of GIMs, OARs, and DCF, June 2009: continuing education
- General Demonstration Report Workshop, Appraisal Institute, Boston, MA 2008: workshop attendance & continuing education
- Report Writing and Valuation Analysis, Appraisal Institute, Boise, ID 2007: successful completion of course and exam
- Appraisal Institute's Advanced Sales Comparison and Cost Approach Examination, Clarkston, WA, 2007: successfully challenged the course
- Highest and Best Use and Market Analysis, Appraisal Institute, Seattle, WA, 2006: successful completion of course and exam
- Advanced Income Capitalization, Appraisal Institute, Spokane, WA, 2005: successful completion of course and exam
- Advanced Applications, Appraisal Institute, Pleasanton, CA, 2003: successful completion of course and exam
- Appraisal Principles, Appraisal Institute, Atlanta, GA, 2003: successful completion of course and exam
- USPAP & Ethics, American Society of Appraisers, Idaho Falls, ID, 2003: successful completion of course and exam
- Graduate level Econometrics, University of Idaho, Moscow, ID, 2002: 'A' final grade
- Real Estate Finance, Idaho State University, Pocatello, ID, 2001: 'A' final grade

College Education: Idaho State University *Pocatello, Idaho*
Graduated in 2001 with a Bachelors of Business Administration Degree
Major: Business Finance
Minor: Economics
GPA: 3.79, graduated with high honors

Graduate Courses Completed: University of Idaho *Moscow, Idaho*
Master's Research & Thesis, Econometrics, Environmental & Natural Resource Economics, Fundamentals of Research, Security Analysis, Agricultural Trade & Development, Mathematical Economics

Employment
2002 – Present, 1995 – 1998 *Moscow, Idaho*
Gem Valley Appraisal Services, Inc.

- Business Owner
- MAI Designated, Appraisal Institute
- Certified General Appraiser, Idaho, and Washington
- Over eighteen years of commercial, agricultural, special use, small income, and single family residential real estate appraisal experience
- Real estate consulting and statistical modeling
- Appraiser expert witness in real property tax appeals, deposition, and litigation
- Federal land acquisitions

2001 – 2003 *Moscow, Idaho*
University of Idaho

- Researcher and Data Analyst for the Idaho Transportation Department Proximity Damages Study
- Collect data on residential properties in the state of Idaho for statistical analysis
- Conclude diminution of value to properties due to state highway projects using multiple regression

2001 (Academic Fall Semester) *Idaho Falls, Idaho*
Farm Credit Services

- Paid Academic Internship
- Analyzed and interpreted earnings statements and balance sheets for various agriculture entities
- Worked specifically with special credits to derive solutions in strained credit situations
- Performed field visits with customers to obtain financial information and conduct collateral inspections

Other Experience
March 2012: Co-Instructor, Multiple Regression Analysis for The Idaho Association of Assessment Personnel. Moscow, ID.

October 2011: Presenter, Multiple Regression Use in Farm Appraising. Washington ASFMRA Fall Conference. Pullman, WA.

Professional Publications

"Valuation of Indirect Losses Due to Proximity Damages on Residential Property in Idaho." Research report submitted to Idaho Transportation Department, co-authored with Ruby Stroschein, MAI and Dr. James Nelson, University of Idaho. Report is currently being used as a template by WCRER in WashDOT proximity damage research grant. In addition, I instructed three state-wide regression courses on use of the model in practice.

Other

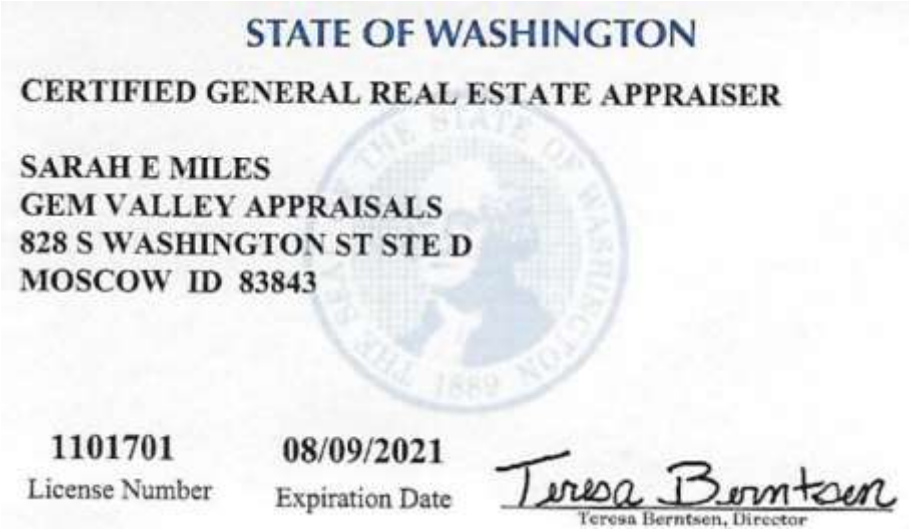
- Experienced in the development of statistical models using real estate data
- Former City Council Member, City of Kendrick, Idaho (six years ending 2020)
- Experienced with all major appraisal software packages, word processors, spreadsheets, and statistical software
- Completion of Private Pilot Certificate: 75 hours in a single-engine airplane

Division of Occupational and Professional Licenses
Department of Self Governing Agencies
The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

CERTIFIED GENERAL APPRAISER

SARAH ELIZABETH MILES
828 S WASHINGTON ST STE D
MOSCOW ID 83843

Susan E. Buxton	CGA-1436	08/09/2021
Division Admin	Number	Expires



STATE OF WASHINGTON

CERTIFIED GENERAL REAL ESTATE APPRAISER

SARAH E MILES
GEM VALLEY APPRAISALS
828 S WASHINGTON ST STE D
MOSCOW ID 83843

1101701	08/09/2021	Teresa Berntsen
License Number	Expiration Date	Teresa Berntsen, Director

Letter of Engagement:

Gem Valley Appraisal Services, Inc.
828 S. Washington Street, Suite D
Moscow, ID 83843

GVA
A REAL ESTATE APPRAISAL COMPANY

City of Moscow
Attn: Bill J. Belknap
Deputy City Supervisor, Community Planning and Design, City of Moscow
Executive Director, Moscow Urban Renewal Agency
221 E. Second Street
Moscow, ID 83843
208.883.7011

January 15, 2021

RE: Current market value appraisal report of the commercial office building located at 114 4th Street, Moscow, ID 83843. Further identified as parcel number RPM0001003005AA.

Dear Client,

In accordance with your request, Gem Valley Appraisal will determine a current market value on the above referenced property utilizing all applicable approaches to value and analysis. The reporting format utilized will be summary narrative including all pertinent data and supporting documentation.

The real property interest to be appraised will have a date of value at the time of inspection (unless otherwise specified) in *Fee Simple Interest* under open market conditions. The purpose of this appraisal is to conclude an "as-is" market value for internal decision-making purposes of the above-named client. No other use and purpose is authorized for this report. The user of this report is to be the City of Moscow, in care of Bill Belknap, Deputy City Supervisor. No other person(s) is authorized to use this report.

Said appraisal, where applicable, shall meet requirements set forth Section 49 Code of Federal Regulation (CFR) Part 24.103(d)(1). The analysis and report shall be completed in accordance with the 2020-21 Uniform Standards of Professional Appraisal Practice (USPAP) edition except where jurisdictional exceptions apply. Gem Valley Appraisal is required by USPAP to state that we have not appraised the subject property within the last three years. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and they are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

828 South Washington, Suite D
Moscow, ID 83843
VOICE: 208-882-7200 ~ FAX: 208-883-9788
tammy@gemvalleyappraisal.com

The fee for this appraisal will be $4,000 and will be completed no later than March 12, 2021, provided we receive the information necessary to complete the report in a timely fashion. One digital copy and one color hardcopy will be delivered to the clients at that time. Any additional copies must be requested upon return of signed letter of engagement with the understanding additional original color copies of the report are $15/copy.

The appraisal fee can be paid by Visa or MasterCard at our Moscow office with the understanding that a 2.75% charge will be added to the appraisal fee, or alternatively paid by credit card over the phone with a 3.5% additional fee.

I will sign the appraisal report as the primary appraiser and shall personally inspect the subject and comparable properties used in the report. All additional persons assisting in the collection of data and/or analysis of the appraisal shall be identified in the report.

Both the turn time and fee are subject to change should pertinent information arise after this agreement is made that significantly increase the complexity of the assignment.

Thank you for the opportunity to be of service to you.

Sarah E. Miles, MAI
Gem Valley Appraisal Services

Bill Belknap Digitally signed by Bill Belknap Date: 2021.01.15 15:38:13-08'00'

City of Moscow
C/O Bill Belknap, Deputy City Supervisor

828 South Washington, Suite D
Moscow, ID 83843
VOICE: 208-882-7200 ~ FAX: 208-883-9788
tammy@gemvalleyappraisal.com

Fee Schedule – 2021

Any additional scope of work, including appraisal analysis, consulting, deposition preparation, testimony, or court/trial (including travel) will be assessed at a charge of $250/hour.

DEFINITIONS

Market Value is defined as:

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller area typically motivated.
2. both parties are well informed and well advised and acting in what they consider their own best interest.
3. a reasonable time is allowed for exposure in the open market.
4. payment is made in terms of case in US dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

HIGHEST AND BEST USE may be defined as :

"The reasonably probably and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probably use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value. P. 306."

IMPROVEMENTS: Buildings or other relatively permanent structures or infrastructure (e.g., sewer lines, water lines, roads) located on, or attached to, land.

FEE SIMPLE ESTATE: is the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

LEASED FEE ESTATE: is an ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

LEASEHOLD ESTATE: is the interest held by the lessee (tenant or renter) through a lease transferring specified rights, including the right of use and occupancy, for a stated term under certain conditions.

USPAP, 2020-21 Edition; Dictionary of Real Estate Appraisal, Sixth Edition; and The Appraisal of Real Estate, Fifteenth Edition.

828 South Washington, Suite D
Moscow, ID 83843
VOICE: 208-882-7200 ~ FAX: 208-883-9788
tammy@gemvalleyappraisal.com

AGREEMENT TO PURCHASE REAL PROPERTY
BETWEEN THE CITY OF MOSCOW, IDAHO
AND THE UNIVERSITY OF IDAHO

THIS AGREEMENT TO PURCHASE REAL PROPERTY (hereinafter "Agreement") is entered into this _____ day of_____, 2021 ("Execution Date"), between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "Seller"), and the Board of the Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, 875 Perimeter Drive MS 3168, Moscow, Idaho 83844-3168 (hereinafter "Buyer").

W I T N E S S E T H:

IT IS AGREED by and between the Parties as follows:

1. CONSIDERATION AND PROPERTY

In consideration of the sum of Nine Hundred Seventy-Five Thousand Dollars ($975,000) to be paid by Buyer to Seller in cash upon closing, Seller hereby grants unto Buyer the right to purchase all of Seller's right, title and interest in and to the real property situated in the County of Latah, State of Idaho, parcel number RPM0001003005AA, physical address identified as 118 East 4th Street, Moscow, Idaho, more particularly described as follows:

> Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning;

together with all easements, rights and appurtenances thereto and improvements thereon all in accordance with the terms and conditions set forth below (hereinafter "the Property").

2. DEPOSIT

Upon execution of the Purchase Agreement, Buyer shall deposit a cashier's check or other security instrument acceptable to Seller as a non-refundable deposit (hereinafter "the Deposit") in the amount of Five Thousand Dollars ($5,000) into Escrow with Latah County Title Company, 106 E. Second Street, Moscow, Idaho. The Deposit shall be applied to the purchase price of the Property.

3. TERMS AND CONDITIONS

a. Seller will provide to Buyer, within five (5) business days of execution of the Purchase Agreement, all material documentation currently in its possession or reasonable control relating to the Property and hereby grants to Buyer a license to enter Property for all purposes reasonably related to a full and adequate determination of its

suitability, including without limitation the right to conduct surveys, soil tests, engineering studies, and environmental tests and audits. The Buyer, and Buyer's agents and consultants, shall be permitted to enter the Property, with forty-eight (48) hour notice to Seller to perform such work and inspections. Buyer shall be responsible for any damage or necessary restoration as a result of any subsurface or other explorations or activity by Buyer to restore the Property to its condition preceding any such exploration.

b. In the event that Buyer is not satisfied with its review, Buyer shall notify Seller in writing of its election not to proceed with the property purchase. Upon receipt of a written election not to proceed, the Purchase Agreement will be terminated immediately, and the Deposit shall be retained by Seller. However, Deposit shall be refunded in the event of title or environmental deficiencies as provided in Section 8 of this Agreement.

c. Within sixty (60) days of the date of this Agreement, Buyer shall deposit the remaining necessary funds with Latah County Title Company and take any and all remaining actions necessary to complete the purchase of the property. If Buyer fails to deposit the remaining funds within sixty (60) days of the date of this Agreement, the Agreement shall terminate and Seller shall retain the Deposit.

d. Seller shall remove all unattached personal property and waste prior to closing. Seller shall remove all antennas from the roof and shall relocate/install all municipal fiber optic network infrastructure Seller retains on the Property onto the roof of the existing building (except for that fiber optic cable to be leased to Buyer by separate agreement between the parties which may remain within the building). Such removal and relocation/installation shall be inspected and approved by Buyer to confirm suitability of relocation and absence of damage to the building roof or structure.

e. Buyer shall not be obligated to close unless and until the University of Idaho Executive Director of the Board of Regents formally approves acquisition contemplated herein.

4. **CLOSING.** It is hereby agreed that the "closing agent" for the purchase of the Property shall be Latah County Title Company. Closing shall occur as soon as practicable after Seller vacates the Property, but no later than November 15, 2021. Any extension to the Closing must be agreed upon in writing by Buyer and Seller. Upon Closing, possession shall pass to Buyer.

5. **BUYER'S AND SELLER'S DUE DILIGENCE REVIEW OF AND ACCEPTANCE OF THE AGREEMENT AND RELATED DOCUMENTS AND OF THE PROPERTY.** Upon closing, Buyer and Seller acknowledge they have exercised due diligence in their review of the Property and the contract documents, and accept the same in reliance upon their own review, AS IS, WITH ALL FAULTS. Buyer has had the Premises inspected and has accepted the inspections which have determined the building is structurally sound. Buyer and Seller have reviewed all documents related to this transaction, and have had the opportunity to consult with their own attorneys. Buyer has had reasonable access to the Property.

6. TAXES, ASSESSMENTS AND COSTS.

Seller shall be responsible for the following expenses:

a. Standard title commitment to be dated on the closing date issued by Latah County Title Company;

b. The premium for a standard title insurance policy;

c. Ad valorem taxes, if any, upon the Property for any time prior to the closing date; and

d. Real estate commissions and fees, if any, incurred on behalf of Seller.

Buyer shall be responsible for the following expenses:

a. All notary fees;

b. The escrow and closing fee;

c. Recording fees;

d. Real estate commissions and fees, if any, incurred on behalf of Buyer; and

e. Ad valorem taxes, if any, upon the Property for any time following the closing date.

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

a. Any state, county, or city documentary transfer taxes.

7. TITLE. At closing, Seller shall furnish to Buyer a warranty deed in the form attached hereto as Exhibit A, in recordable form, conveying Seller's interest in the Property and all interests appurtenant thereto, guaranteeing clear title free and clear of all liens, claims, defects, and encumbrances, except for permitted exceptions.

8. CONDITION OF TITLE TO THE PROPERTY. Seller warrants that as of the closing date, Seller is vested with a merchantable, unencumbered, insurable, fee simple title to the Property, free and clear of all liens and encumbrances, except for permitted and standard exceptions, taxes and assessments subsequent to date of conveyance, and subject to such rights, easements, covenants, restrictions, assessments, protective covenants, agreements and zoning regulations as appear of record, and/or in the Preliminary Commitment for Title Insurance. If the Property is not vested with merchantable, insurable, fee simple title or the property contains hazardous environmental materials that may impact its financial or physical ability to utilize the property in the manner it intends, Buyer may terminate Agreement immediately and the Deposit shall be refunded. The following, without limitation, are not permitted exceptions: (i) voluntary monetary liens or monetary encumbrances on the Property which are created by a document signed by Seller, including without limitation, deeds of trust and/or mortgages, (ii) mechanic's liens or personal property liens arising from work performed by or at the request of Seller prior to Close of Escrow, (iii) property taxes and assessments accruing for the period prior to Closing, and (iv) exceptions or encumbrances to title which are voluntarily created by way of a document signed by Seller after the date of the Title Commitment.

9. **WAIVER.** A waiver by one Party of one or several defaults in performance of any provisions of this Agreement to be performed by the other Party, shall not be construed as being a waiver of such provision itself, or any subsequent default in performance thereof, or the provisions of this paragraph.

10. **LEGAL ACTION.** In the event action is instituted by either Party hereto to enforce this Agreement, or any part thereof, or to recover damages for any breach thereof, the prevailing Party or Parties in such action shall be entitled to recover their reasonable attorney's fees to be fixed by the Court, in addition to their costs and disbursements in such action.

11. **HEIRS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators and assigns of the Parties hereto.

12. **DELIVERY OF PAPERS.** Time and prompt performance of each provision of this Agreement is of the essence. Upon the faithful performance of all of the terms of this Agreement by the Buyer, and upon payment by Buyer of all sums due hereunder, Seller will cause the title to the Property to be delivered to Buyer.

13. **DEFAULT.** Any breach by either Party of that Party's obligations hereunder shall entitle the other Party to pursue any and all remedies provided by law or equity for such breach including without limitation specific performance of this Agreement. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

14. **SERVICE OF NOTICES.** All notices required or permitted hereunder shall be in writing. All such notices, and other items herein required to be served, shall be served by mailing the same, postage prepaid, by U.S. certified mail, return receipt requested, or by personal service. A notice or any other item herein required to be served which is mailed and addressed to the address set forth under the signature hereto of the Party for whom it is intended, shall be deemed served and conclusively received five (5) days after it is mailed. A Party may, by notice given as herein provided, change the address for notices to be sent to such Party.

15. **FINAL AGREEMENT.** All contracts and agreements heretofore made by the Parties hereto or their agents pertaining to the sale and purchase of the Property are merged into and superseded by this Agreement which constitutes the sole and entire Agreement thereon between the Parties hereto.

16. **EXECUTION OF INSTRUMENTS.** The Parties hereto agree to execute, acknowledge and deliver such instruments as shall be proper and necessary to carry out and effectuate the undertakings of the Parties as expressed in this Agreement.

17. **TITLE INSURANCE – COMMITMENT.** Within fifteen (15) days of the Execution Date, Seller shall, at Seller's expense, provide a preliminary commitment for a standard form policy of title insurance to be issued through Latah County Title Company to Buyer. Said preliminary commitment and the title policy to be issued shall contain no exceptions other

than those provided in said standard form, permitted exceptions and those noted herein. Within fifteen (15) days of receiving a title commitment, Buyer shall notify Seller of any title exceptions it wishes to have removed. Seller shall notify Buyer if unacceptable title exceptions cannot be removed before the end of the Due Diligence Period. If title cannot be made so insurable prior to the closing date, this Agreement is voidable at the option of Buyer.

a. Unapproved Exceptions. If any exceptions (other than those specified herein) shown on the Commitment are objected to in writing by the Buyer at least twenty (20) days prior to closing, they shall be removed by Seller by closing.

b. Policy. At closing, Seller shall purchase and deliver to Buyer a standard form Purchaser's policy ("Policy") satisfying the following specifications:

i. The Policy shall name Buyer as the insured in the amount of $975,000; and

ii. The Policy shall insure Buyer as the owner of the Real Property, subject only to the following special exceptions: (a) real property taxes subsequent to the date of closing; (b) liens, encumbrances, and conditions accepted in writing by the Buyer on or before closing; and (c) any permitted exceptions and exceptions noted herein.

18. AGREEMENT LANGUAGE. The Parties agree that the language, terms, covenants, conditions and agreements contained in this Agreement are all the product of the negotiations of the Parties. No provision of this Agreement is to be interpreted for or against any Party because that Party or its attorney drafted the provision. The headings in this Agreement are for reference only, and shall not in any way control the meaning or interpretation of this Agreement.

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

a. That the Moscow City Council formally accepted and approved, in a public meeting, this Agreement to Purchase Real Property and authorized the passing of an ordinance approving said sale.

b. There are no liens, encumbrances or defects upon the title to the Property, which are to be discharged or assumed by Buyer, and title to the Property shall not be subject to any such liens, encumbrances or defects.

c. City will be permitted to access, maintain and continue use of municipal fiber optic network, which is currently located on the Property. This arrangement will be documented through a license substantially in the form attached hereto as Exhibit B, which is incorporated herein, to be executed at closing. The approved location for the municipal fiber optic network permitted by this Section and as accommodated in the attached Exhibit B, is shown on said Exhibit B.

d. On or before the closing date, Seller and Buyer shall deposit with the closing agent all funds and instruments necessary to complete the sale.

e. Seller shall deliver possession to Buyer at time of closing, or earlier by written mutual agreement, without restrictions, covenants, or other encumbrances.

Closing means the date on which all documents are recorded and the sale proceeds are available to Seller.

f. Should the Property or any improvements thereon be materially damaged by Seller prior to closing this sale, this Agreement is voidable at the option of Buyer.

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

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

DATED this 1 day of September, 2021.

SELLER

City of Moscow
206 East Third Street
Moscow, ID 83843

By:

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie Hopkins, City Clerk

BUYER

Board of Regents of the University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

By:

_____
Brian Foisy
Vice President, Finance & Administration

ACKNOWLEDGMENT

STATE OF Idaho)
) ss.
COUNTY OF Latah)

On this 1 day of Sept., 2021, before me, a Notary Public in and for said State, appeared Brian Foisy, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for the University of Idaho.

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

LYDIA STUCKI
NOTARY
PUBLIC
COMM NO. 20213852
STATE OF IDAHO

Lydia Stucki
Notary Public for the State of Idaho
Residing at Latah Co.
My commission expires 8·6·27

Exhibit A

WARRANTY DEED

CITY OF MOSCOW, IDAHO, GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, 875 Perimeter Drive MS 3168, Moscow, Idaho 83844-3168, GRANTEE, and to GRANTEE's heirs and assigns forever, real property situated in the County of Latah, State of Idaho, parcel number PRM0001003005AA, physical address identified as 118 East 4th Street, Moscow, Idaho, more particularly described as follows:

> Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning;

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, including any and all timber, water rights, mineral rights, easements, rights-of-way and any and all improvements constructed thereon. HOWEVER, GRANTOR hereby excepts from this conveyance of appurtenances and improvements ownership of certain fiber optic cable and related equipment located on the exterior of said property as shown on Exhibit B of the Purchase Agreement.

GRANTOR does hereby covenant with said GRANTEE that GRANTOR is the owner in fee simple of said premises; that said premises are free from all encumbrances, except those to which this conveyance is expressly made subject and those made, suffered or done by GRANTEE; and subject to reservations, restrictions, dedications, easements, rights of way, and agreements, if any, of record, and general taxes and assessments for the current year, which are not yet due and payable, and that GRANTOR does and will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal this _____ day of _____, 2021.

GRANTOR	GRANTEE
City of Moscow, Idaho	Board of Regents of the University of Idaho
_____	_____
Bill Lambert, Mayor	Brian Foisy, Vice President

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this_____ day of _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Bill Lambert, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same.

_____
Notary Public for: _____
Residing at: _____
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

On this_____ day of _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Brian Foisy, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same.

_____
Notary Public for: _____
Residing at: _____
My Commission Expires: _____

EXHIBIT B

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE GRANT OF LICENSE (this "Grant") is made this ____ day of _____, 2021, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("Grantor"), and the CITY OF MOSCOW, a municipal corporation of the State of Idaho ("Grantee").

RECITALS

A. Grantor has acquired real property identified as 118 East 4th St, Moscow ID 83843 ("Property") from Grantee. Grantee has retained ownership of certain fiber optic cable and related equipment located on the exterior of said property ("Cable") as shown on Exhibit B-1.

B. To maintain, replace or remove Cable, Grantee desires periodic access across Property and Grantor desires to grant such limited, non-exclusive access for such purpose.

NOW, THEREFORE, in consideration of the recitals above which are incorporated into this Grant and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as described below:

1. GRANT: Grantor hereby grants and conveys to Grantee for its contractor or subcontractors, agents, and assigns, subject to all the terms and conditions contained herein, a non-exclusive license to access exterior portions of Property located at 118 East 4th St, Moscow ID 83843, for the purpose of maintaining, replacing, or removing Cable from those locations where it presently exists on Property ("License"). The License does not constitute an estate, tenancy, or interest in real property. The License is a personal right granted to Grantee and is not transferable.

2. NOTICE: Any notice under this Grant shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time-to-time direct in writing:

If to Grantor:
Vice President for Finance and Administration
University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to Grantee:
City of Moscow
PO Box 9203
206 East 3rd St
Moscow ID 83843

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

3. NON-EXCLUSIVE RIGHT: Anything in this instrument to the contrary notwithstanding, Grantee agrees to the following conditions:

a. The License herein granted is subject to all easements and encumbrances and is non-exclusive;

b. All materials, equipment, and their related components for Cable existing at the time of this Grant or temporarily placed within the Property by Grantee, or Grantee's agents or contractors ("Grantee's Property") shall remain the property of the Grantee or Grantee's agents or contractors during the term of this License;

c. Grantee shall not interfere with the property uses of Grantor as Grantor and its successors and assigns retain the right to full use of the Property except to the extent such Grantor uses preclude the limited permission for Grantee's ongoing maintenance of Cable and its related access specifically authorized by this License;

d. Grantee and Grantee's agents or contractors shall at all times safely utilize and maintain Grantee's Property within the Property and Grantee shall comply with Grantor's security or safety standards when notified of such by Grantor; and

e. Grantee shall not perform any alterations, repair, or additions to the structure or exterior building surfaces (including but not limited to the roof structure or coverings) without the written approval of Grantor which approval may be withheld in Grantor's sole determination. However, Grantee may maintain, replace, or remove Cable as provided herein, so long as Grantee promptly repairs and restores, to its prior condition, Grantor's real property or improvements within the Property if damaged or disturbed by Grantee or Grantee's contractors or subcontractors.

4. INDEMNITY AND INSURANCE: The parties' liability shall be as set forth in Exhibit B-2, which is incorporated by this reference as if set forth in full herein.

5. CONDITION OF PROPERTY: Grantee shall restore and return Property that Grantee has utilized for placement and access as provided herein cleared and repaired from any damage caused by Grantee's use. If Grantee or Grantee's contractors or subcontractors fail to clear and repair Property, then the Grantor, at its sole discretion, may restore Property that Grantee has utilized for placement or access, and Grantee shall reimburse Grantor for all reasonable costs associated therewith within thirty (30) days from receipt of an invoice. In the event restoration is not completed, the obligations of the Grantee to restore the condition of the Property or reimburse Grantor for all reasonable costs shall survive the termination of this License.

6. COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS: Grantee agrees and shall require its contractors and subcontractors to comply in all respects with all federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the License and Property. In addition, with respect to the activities permitted by this Grant,

Grantee agrees and shall require its contractors and subcontractors to comply with all applicable industry standards pertaining thereto including but not limited to standards and regulations applicable to the access permitted.

7. HAZARDOUS WASTE: Grantee will not cause nor permit, by its contractors, subcontractors, or otherwise, any activities on the Property that directly or indirectly result in the Property, or any other property, becoming contaminated with dangerous, hazardous or toxic waste or substances. The foregoing substances shall be stored and disposed of in accordance with all applicable federal, state and local regulations. For purposes of this License, the term "dangerous, hazardous or toxic waste or substances" means any substance or material defined or designated as a dangerous, hazardous or toxic waste, a dangerous, hazardous or toxic material, a dangerous, hazardous, toxic or radioactive substance, or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including, without limitation, a dangerous, hazardous or toxic substance or waste, as defined under Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq.; and the regulations promulgated thereunder. Grantee shall be solely responsible for all costs and expenses relating to the clean-up of dangerous, hazardous or toxic waste or substances from the Property or from any other properties which become contaminated with dangerous, hazardous or toxic waste or substances as a result of Grantee's or Grantee's contractor's or subcontractor's activities on the Property. Grantee shall promptly supply Grantor with copies of any notices, reports, correspondence and submissions made by Grantor to the EPA, Idaho DEQ, the United States Occupational Safety and Health Administration or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous or toxic wastes or substances pursuant to any applicable federal, state or local laws. Grantee's financial responsibility for any costs and expenses required to clean-up dangerous, hazardous, or toxic waste or substance contamination of the Property (if such contamination is caused by the Grantee or Grantee's contractors or subcontractors), shall survive the termination of this License.

8. TERM: This License shall become effective upon signature by Grantor and shall terminate upon no less than ninety (90) days written notice from Grantor to Grantee. Upon termination of License, Grantee shall remove all Grantee's Property, unless surrender of Cable is requested or otherwise approved in writing by Grantor. If Cable is removed, Grantee shall repair or restore any damage or disturbance to Property caused by such removal. Grantee's obligations in Section 5 and 7 of this Grant shall survive termination of the License in the manner described in those sections.

9. GOVERNING LAW AND FORUM. Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this License shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

IN WITNESS WHEREOF, the undersigned have caused this Grant to be executed.

GRANTOR: Board of Regents of the University of Idaho

By: _____
Brian Foisy
Vice President, Finance & Administration

Date: _____

GRANTEE: City of Moscow

By: _____
Bill Lambert
Mayor

Date: _____

EXHIBIT B-1

"Diagram of Cable Location"

Exhibit B-2

"Liability and Responsibility"

MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY, CITY OF MOSCOW, AND LATAH COUNTY
REGARDING LIABILITY AND RESPONSIBILITY

The University of Idaho (hereinafter "University"), the City of Moscow (hereinafter "City"), and Latah County (hereinafter "County"), (collectively "Parties"), are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability, and each are subject to the Idaho Tort Claims Act. University regularly enters into contracts, agreements, and memorandums of understanding with City and with County. The Parties agree that the following Hold Harmless provision shall apply to any contracts, agreements, or memorandums of understanding University enters into with City or with County:

Hold Harmless (Liability and Responsibility):

> The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.
>
> Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

To the extent any future contract, agreement, or memorandum of understanding between University and City, or between University and County, is inconsistent with the above Hold Harmless provision, this Memorandum of Understanding (hereinafter "MOU"), and the language set forth herein shall govern unless the Parties to any such contract, agreement, or memorandum of understanding specifically state the above language shall not apply.

Any Party may terminate their participation in this MOU by giving thirty (30) days written notice to the other Parties. In such event, the provisions of this MOU shall continue to apply to any contract, agreement, or MOU entered into between the Parties prior to the date of termination of this Agreement.

For City of Moscow:
Signature: Bill Lambert
Print Name: Bill Lambert
Date: 2-15-19

For University of Idaho:
Signature: Julia R. McIlroy
Print Name:
Date: 2/7/19
Director, Contracts and Purchasing Services

For Latah County:
Signature:
Print Name: Thomas C. Lamar Richard Walker David McGraw
Date: 1-14-19
ATTEST: Deputy

MOU – REGARDING LIABILITY AND RESPONSIBILITY
UNIVERSITY, CITY, AND COUNTY (2018)

PAGE 1 OF 1

ORDINANCE NO. 2021-

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF MOSCOW, IDAHO, LOCATED AT 118 EAST 4TH STREET, MOSCOW, LATAH COUNTY, IDAHO, TO THE UNIVERSITY OF IDAHO, A TAX SUPPORTED GOVERNMENTAL UNIT, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO.

WHEREAS, cities of the state of Idaho have general authority to manage real property, including the right to sell, exchange or convey property owned by the city, in ways which the judgment of the city council deems to be in the public interest (I.C. 50-1401); and

WHEREAS, whenever the city council proposes to convey, exchange or offer for sale any real property, it must first declare its intent to sell along with the value it intends to receive as a result of the conveyance or exchange in a public meeting of the council (I.C. 50-1402); and

WHEREAS, when it is determined by city council to be in the city's best interest that a transfer or conveyance of its real property be made to a tax supported governmental unit, said transfer may be made with or without consideration and does not need to follow the public auction process (I.C. 50-1403); and

WHEREAS, the University of Idaho is a land grant university that receives an annual appropriation from the state and meets the definition of tax supported governmental unit (I.C. 50-1403(4), Idaho Constitution, Article IX, Section 10, I.C. 33-101); and

WHEREAS, on May 21, 2021, the Board of Regents of the University of Idaho, through the Vice President for Finance and Administration, submitted a letter of intent to purchase the city's real property located at 118 East 4th Street, Moscow, Idaho for the appraised value of $975,000; and

WHEREAS, on July 6, 2021, the City Council declared its intent to convey the Moscow Police Station facility located at 118 East 4th Street to the University of Idaho for the appraised value of $975,000 pursuant to Idaho Code 50-1402; and

WHEREAS, the summary of the City Council's July 6, 2021 declaration was published in the official newspaper of the City and notice was provided of the public hearing regarding the conveyance of the 118 East 4th Street property 14 days prior to the date of the hearing; and

WHEREAS, the City Council held the public hearing regarding the conveyance of 118 East 4th Street real property on August 2, 2021.

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

SECTION 1: The City of Moscow, Latah County, Idaho, is hereby authorized to sell real property located at 118 East 4th Street, Moscow, Idaho 83843, currently known as the City of Moscow

Police Station, and finds it is in the city's best interest to convey said property to the University of Idaho for the appraised value of Nine Hundred Seventy-Five Thousand Dollars ($975,000).

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage, approval and first publication thereof.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2021.

_____
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on the _____ day of _____, 2021.

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT