

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
February 14, 2022**

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. Attendees are subject to protocols established by Governor Little's Stay Healthy Guidelines of the Idaho Rebounds Plan. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Public Works/Finance Committee January 10, 2022 Minutes (ACTION ITEM) - Taylor Riedner

2. Disbursement Report for January 2022 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending January 2022.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of January 2022.

3. Anderson 7th Addition Development Agreement (ACTION ITEM) - Todd Drage

Jim Swift, has submitted to the City a final plat for the development of a property just east of Anderson Frontier Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Anderson 7th Addition and will be presented for City Council approval on February 22, 2022. 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.

PROPOSED ACTIONS: Recommend approval of the Development Agreement with Jim Swift for Anderson 7th Addition, or provide staff further direction.

4. Anderson 7th Addition Monumentation Agreement (ACTION ITEM) - Todd Drage

Jim Swift, has submitted to the City a final plat for the development of a property just east of Anderson Frontier Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Anderson 7th Addition and will be presented for City Council approval on February 22, 2022. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Recommend approval of the monumentation agreement with Jim Swift for Anderson 7th Addition, or provide staff further direction.

5. Anderson 7th Addition Final Plat (ACTION ITEM) - Mike Ray

On June 21, 2021, Moscow City Council approved the Anderson 7th Addition preliminary plat with three conditions. On January 5, 2022, 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 January 26, 2022 and recommended approval to City Council.

PROPOSED ACTIONS: Recommend approval of the Anderson 7th Addition Final Plat; or provide staff further direction.

6. First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation.

PROPOSED ACTIONS: Recommend approval of the License Agreement with First Step Internet, or provide staff further direction.

REPORTS

Staff Report (if needed)

ADJOURN

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

Public Works / Finance Committee



Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday
January 10, 2022

3:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 3:00 p.m.

PRESENT: Gina Taruscio, Anne Zabala, Hailey Lewis (3:08pm)

STAFF: Bill Belknap, Sarah Banks, David Schott, Cody Riddle, Mia Bautista, Megan Cherry, Alisa Anderson, Nate Suhr, Taylor Riedner

OTHERS: Mayor Art Bettge, Christina Mangiapani (Latah County Grants)

REGULAR AGENDA

1. Selection of Committee Chair and Vice Chair (ACTION ITEM)

Nominate incoming Public Works / Finance Committee Chair and Vice chair.

ACTION: Approve Committee Chair and Vice Chair

Taruscio was selected as Chair and Lewis selected Vice Chair.

2. Approval of Public Works/Finance Committee December 13, 2021 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

3. Disbursement Report December 2021 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending December 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of December 2021.

Banks introduced the item and mentioned there are no major expenses to be highlighted. The Committee approved the disbursement report, authorized the use of digital signatures, and that it be placed on the Council consent agenda.

4. First Quarter Financial Report October 1, 2021 to December 31, 2021 for FY2022 (ACTION ITEM) - Sarah Banks

Staff will present the financial report for the first quarter of Fiscal Year 2022 (October 1, 2021 to December 31, 2021).

PROPOSED ACTIONS: Approve the FY2022 First Quarter Report, or provide staff further direction. Banks reviewed the Quarterly Financial Report from the packet. At this time, staff would expect about 25% of the budget spent. Items listed at 100% are one-time transfers completed at the beginning of the fiscal year. Other funds that are greater than expected are due to receiving ARPA funds. Total revenues are listed at 15.41% and expenditures at 12.81%. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

5. Transportation Alternatives Program (TAP) Grant Application #1 (ACTION ITEM) - Nate Suhr / Alisa Anderson

The City of Moscow staff have identified the area of Mountain View Road from 'F' Street to Sloanaker Drive as an excellent candidate for a Transportation Alternatives Program (TAP) grant. The current scope of the project includes the installation of approximately 1,600 LF of curb & gutter, green strip,

and sidewalk on the west side of Mountain View Road from 'F' Street to Sloanaker Drive. The proposed improvements would close the second largest gap in the Mountain View pedestrian corridor and connect two existing pieces of pedestrian infrastructure, creating an additional north-south pathway for non-motorized road users.

PROPOSED ACTIONS: Authorize City staff to submit a Transportation Alternatives Program request of \$500,000 with total project costs not to exceed \$865,000; or provide staff further direction.

Suhr introduced the item by providing a background of the program and reviewed the proposed applications. Maximum grant funding is \$500,000 with a local match of 7.34%. The project is anticipated not to exceed \$865,000 leaving \$365,000 to be covered by the Roadway Improvements capital accumulation budget. The timeline would fall under 2023 or 2024 construction, with minimal traffic impact. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Transportation Alternatives Program Grant Application #2 (ACTION ITEM) - Nate Suhr / Alisa Anderson

The City of Moscow staff have identified the area of Mountain View Road from Joseph Street to Heron's Hideout as an excellent candidate for a Transportation Alternatives Program (TAP) grant. The current scope of the project includes the installation of approximately 900 feet of curb, gutter and sidewalk on both sides of Mountain View Road, the installation of a pedestrian warning beacon where Paradise Path meets Mountain View Road and 900 feet of sidewalk along the Latah Fairgrounds access road. This corridor will connect to the south end of the Mountain View road project that is scheduled to be completed in Fall of 2022 and will close a gap in the pedestrian infrastructure between Joseph Street and White Avenue. Closing that gap will create a 1.2 mile long continuous pedestrian pathway on Mountain View Road from 'F' Street to White Avenue and will expand the north-south pathway options for non-motorized users. The maximum grant request is \$500,000 and the current project costs are estimated at approximately \$845,000.

PROPOSED ACTIONS: Authorize City staff to submit a Transportation Alternatives Program request of \$500,000 with total project costs not to exceed \$845,000; or provide staff further direction.

Suhr introduced the item as written above. The proposed improvements will also assist with flooding in the area where additional mitigation studies are being conducted. The Committee recommended approval and that it be placed on the Council consent agenda.

7. Request for Support and Financial Participation for Park Improvements to Virgil Phillips Farm Park (ACTION ITEM) - David Schott

In partnership with the Friends of Phillips Farm, Latah County is preparing an application to the Idaho Department of Parks and Recreation's Recreational Trails Program (RTP) in the amount of \$63,000 to complete trail improvements at the park. These improvements include maps and signage, weed treatment, and general access and amenity upgrades. Specifically, adding directional and informational signage along all trails, including an overlook sign at the top of the hill. Installing additional signage and protective plexiglass to complete the newly built kiosks that will be completed by Spring 2022. Improving access to the park, its trails, and its amenities by upgrading trash bins with animal-proof garbage enclosures, treating weeds along trails, and installing a new dock and safety ramp at the trailhead pond. Finally, increasing and improving parking capacity and conditions by installing permeable pavement for the upper parking lot to include 6 parking spots. Latah County is seeking the City's support for the project and has requested the City of Moscow to contribute \$5,000 in cash matching funds.

PROPOSED ACTIONS: Recommend approval of the park improvements and financial participation of \$5,000 in grant matching funds; or provide staff further direction.

Schott introduced the item with guest Christina Mangiapani as written above. Match contributions for the project include \$5,500 from Latah County and \$1,000 from Friends of Phillips Farm. Moscow Area

Mountain Bike Association (MAMBA) will be working with Friends of Phillips Farm on other additional improvements outside this program's scope. The proposed weed treatment includes monitoring noxious weeds and removing them as outlined in the Vegetation Management Plan for the park with guidance from the Idaho Native Plant Society. The City's contribution of funds would come from the Parks Capital Improvement budget. The Committee recommended approval and that it be placed on the Council consent agenda.

8. Idaho Commission on the Arts Grant Applications Public Programs in the Arts (ACTION ITEM) - Megan Cherry

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide general operating support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Arts Department events including Entertainment in the Park and Artwalk. If the application is successful, funds are typically available at the end of the City of Moscow's FY22, and would be held back for use in FY23.

PROPOSED ACTIONS: Recommend approval of the Public Programs in the Arts (PPA) grant application for the current cycle, or provide staff further direction.

Cherry introduced the item by providing a background of the annual program, which does not require matching funds. Based on last year's award, the City could receive approximately \$6,000. However, an exact award amount will not be determined until June 2022. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

Staff Report (if needed)

No report needed.

ADJOURN

The meeting adjourned at 3:34 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, February 14, 2022



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report for January 2022 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending January 31, 2022. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$2,792,983.89

Payroll	\$1,168,451.00
Professional Services	\$62,894.00
Sanitation	\$325,967.00
Capital Outlay	\$31,306.00
Capital Outlay-Improvements	\$64,027.00
Capital Outlay-Buildings	\$188,801.00
Supplies	\$108,601.00
Utilities	\$86,945.00
Contractual Payments	\$467,271.00
ACH Wells Fargo	\$25,556.00
ACH's	\$160,102.00
Total	\$2,689,921.00

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of January 2022.

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of January 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report for January 2022
2. Revenue Report for January 2022
3. Cash & Investments January 2022
4. Major Expenditures Report January 2022

DISBURSEMENTS REPORT FOR JANUARY 2022											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		1/6/2022	1/13/2022	1/20/2022	1/27/2022	1/19/2022	1/20/2022	1/27/2022	1/14/2022	1/28/2022	
		AP 1.7.2022	AP 1.14.2022	AP 1.21.2022	AP 1.28.2022	1/31/2021 AP 1.19.2022 AP 1.31.2022	1/27/2022 AP 1.21.2022 AP 1.28.2022	1/31/2021 AP 1.27.2022 AP 1.31.2022	ID29	ID30	
BATCH #								100445,100482			
CHECK #'s		100360-100411	100412-100488	100489-100533	100534-100604	January's CC ACH's	January's ACH's	100594	21514-21516	21517-21519	
Fund #											0.00
101	GENERAL	53,068.39	19,877.16	267,928.84	31,666.48	17,240.78		(644.00)	347,289.47	367,453.58	1,103,880.70
105	STREETS	21,773.46	14,408.72	18,886.41	6,061.07	229.92			36,593.95	25,687.00	123,640.53
120	RECREATION AND CULTURE	5,519.48	6,673.13	18,743.51	6,492.47	2,919.03			54,948.63	55,721.69	151,017.94
121	MSD COMM. PLAY FIELDS		465.95	990.93							6,149.44
123	1912 CENTER				10,750.00				2,362.60	2,329.96	10,750.00
128	TRANSIT CENTER	222.74	1,220.00								1,442.74
220	WATER	31,670.30	49,771.75	16,321.96	14,314.05	585.18			49,121.41	48,907.94	210,692.59
230	SEWER	30,758.30	14,220.91	37,896.39	38,553.92	2,624.09	18,131.38		46,797.08	47,157.70	236,139.77
235	STORMWATER		509.79	4,131.99	427.08				9,369.18	8,709.83	23,147.87
240	SANITATION	11.13	107,111.66	1,340.42			364,533.32		7,380.33	7,476.38	487,853.24
290	FLEET	4,466.01	38,150.39	7,274.42	3,992.49	613.75		(12.00)	12,239.00	12,267.59	78,991.65
295	INFORMATION SYSTEMS	4,577.56	4,705.12	21,419.62	4,454.80	1,343.41			14,262.43	12,374.95	63,137.89
320	WATER CAPITAL PROJECTS		190.00	1,013.66	51,363.68						52,567.34
330	SEWER CAPITAL PROJECTS		25,264.97								25,264.97
335	STORMWATER CAPITAL PROJ		1,515.99	158.80	3,113.40						4,788.19
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	106,762.69	1,660.61	33,704.86	66,419.71		5,070.54	(99.38)			213,519.03
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
890	URA										0.00
	TOTAL	258,830.06	285,746.15	429,811.81	237,609.15	25,556.16	387,735.24	(755.38)	580,364.08	588,086.62	2,792,983.89

WIRE Transfers:

_____ Maureen Laflin

_____ Gina Taruscio

_____ Hailey Lewis

_____ Sarah L. Banks, Finance Director

RECEIPTS REPORT FOR JANUARY 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	3,322,255.37	118,478.56	66,023.34	721,638.83	141,211.92	12,182.50	25,874.87	302,522.49	0.00	9,277.67	4,719,465.55
105	STREETS	406,968.32	0.00	0.00	311,459.68	24,944.93	0.00	0.00	170.00	0.00	0.00	743,542.93
120	RECREATION AND CULTURE	0.00	0.00	100.00	0.00	15,813.64	0.00	0.00	-364.78	0.00	-0.01	15,548.85
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,721.92	0.00	0.00	0.00	0.00	0.00	0.00	5,721.92
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,510.82	0.00	0.00	0.00	0.00	0.00	1,510.82
220	WATER	0.00	0.00	0.00	0.00	473,200.90	0.00	532.55	22.45	0.00	0.00	473,755.90
230	SEWER	0.00	0.00	0.00	0.00	902,417.12	0.00	237.11	266.71	0.00	0.00	902,920.94
235	STORMWATER	0.00	0.00	0.00	0.00	84,146.84	0.00	0.00	0.00	0.00	0.00	84,146.84
240	SANITATION	0.00	0.00	0.00	0.00	477,914.59	0.00	0.00	0.00	0.00	-39.90	477,874.69
290	FLEET	0.00	0.00	0.00	0.00	74,262.07	0.00	0.00	0.00	0.00	0.00	74,262.07
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,153.00	0.00	0.00	0.00	0.00	0.00	118,153.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	667.79	5,000.00	0.00	0.00	5,667.79
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	177.19	0.00	0.00	0.00	177.19
590	BOND & INTEREST	528,388.71	0.00	0.00	0.00	0.00	0.00	7.56	0.00	0.00	0.00	528,396.27
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		4,257,612.40	118,478.56	66,123.34	1,038,820.43	2,313,575.83	12,182.50	27,497.07	307,616.87	0.00	9,237.76	8,151,144.76

City of Moscow Cash and Investments Balances as of 1/31/2022		
Fund	Year to Date Balance	
General Fund	\$	9,077,953.91
Street Fund	\$	2,622,287.29
Culture & Recreation	\$	1,253,896.00
MSDCPF	\$	201,847.95
1912 Fund	\$	57,993.54
Transit Center	\$	111,080.23
Water Fund	\$	2,702,454.91
Sewer / WRRF	\$	3,591,671.82
Stormwater	\$	(166,533.01)
Sanitation Fund	\$	3,188,871.41
Fleet Fund	\$	6,292,169.33
Information Systems	\$	4,888,752.44
Water Capital	\$	7,038,973.86
Sewer Capital	\$	15,804,272.59
Stormwater Capital	\$	420,011.81
Capital Projects	\$	5,370,460.90
Sanitation Capital	\$	6,894,565.94
LID construction	\$	26,629.59
Hamilton	\$	1,801,881.91
Bond & Interest	\$	972,765.61
LID Funds	\$	35,611.11
Payroll Service	\$	1,169,452.15
Total Cash & Investments	\$	73,357,071.29

Major Expenditures for January 2022

<u>Professional Service</u>		<u>Sanitation</u>		<u>Utilities</u>	
Avista Utilities	\$ 4,440.44	Finley Buttes Landfill	\$ 98,333.40	Avista Utilities	\$ 86,944.70
Avista Utilities pole rental for year 7/1/2021 through 6/30/2022		Garbage		December 2021	
Filtration Technology, Inc.	\$ 4,995.00	Latah Sanitation (ACH Payment)	\$ 227,633.20		\$ 86,944.70
Bigger filters for Well #10 MIOX unit & install old filters at SE Reservoir					
Best Western Plus University Inn	\$ 3,028.80		\$ 325,966.60		
Riedner retirement party				<u>Payroll</u>	\$ 1,168,450.70
Financial Consulting Solutions Group	\$ 5,271.25	<u>Supplies</u>		<u>Contractual Payments</u>	
Sanitation rate study update		Coleman Oil Co.	\$ 28,397.44	Dell Marketing, L.P.	\$ 13,243.22
Germer Construction, Inc.	\$ 3,750.00	Diesel (3,501 Gals) Unleaded (5,996 Gals)		Heart of the Arts	\$ 10,750.00
Snow removal - 30 loads @ \$125.00/each		Gordon Truck Centers, Inc.	\$ 3,429.57	Humane Society	\$ 4,434.67
J-U-B Engineers, Inc.	\$ 12,356.00	Radiator for #1-08 (WRRF)		Moscow Volunteer Fire Department	\$ 1,750.00
Professional services for the WRRF plan 10.1.21-1.1.22		Phillip R. Stradley	\$ 24,927.84	Infosend, Inc.	\$ 2,989.58
JT Tech, Inc.	\$ 3,046.12	Aerator #241 Install new Siemens bypass		University Collision	\$ 2,500.00
SonicWall NSA 3600 1 year renewal		Proforce Marketing, Inc.	\$ 5,565.80	Clearwater Economic Development Association	\$ 7,207.00
Latah Sanitation	\$ 2,645.00	Pro Force tasers and other related items		State Insurance Fund	\$ 142,526.00
November Leaf Collection		Vohne Liche Kennels, Inc.	\$ 14,985.00	Whitcom 911	\$ 174,585.00
CompuNet, Inc.	\$ 3,542.53	Narcotics Dog, House for four week course		Regional Public Transportation, Inc.	\$ 31,837.50
Cisco Switch support renewal - Smartnet Quote 381832800		Phillip R. Stradley	\$ 26,144.64	Bursar, University of Idaho- Assessment fee	\$ 20,000.00
Aspect Consulting, LLC	\$ 5,201.25	Aerator #242 Drive		Bursar, University of Idaho-Administrative fee	\$ 27,000.00
Services for phase 3 stormwater user fee study 10.30-12.31.2021		Oxarc, Inc.	\$ 5,150.78	City of Pullman	\$ 15,750.00
Evcac, Inc.	\$ 5,573.33	Chlorine and SO2		Alta Science and Engineering Inc.	\$ 12,697.88
Janitorial services for multiple City locations			\$ 108,601.07		\$ 467,270.85
Germer Construction, Inc.	\$ 5,687.50	<u>Capital Outlay- Buildings</u>		<u>ACH Wells Fargo</u>	
Snow removal (45.5 loads @ \$125.00/ea)		Complete Office LLC	\$ 33,721.51	Commercial Card Expense- January 7th	\$ 2,685.51
Ziply Fiber	\$ 3,356.90	Police Services seating package		Commercial Card Expense- January 14th	\$ 5,254.08
PRI phone lines and long distance 1/19/22 - 2/18/22		Complete Office LLC	\$ 29,219.02	Commercial Card Expense- January 22nd	\$ 8,406.66
	\$ 62,894.12	Police Services facility first floor furnishings		Commercial Card Expense- January 8th	\$ 9,209.91
<u>Capital Outlay- Improvements</u>		Complete Office LLC	\$ 43,822.16		
HMH Engineering	\$ 12,663.36	Police Services facility second floor furnishings			\$ 25,556.16
Key No. 22402; Public Ave Corridor Safety Improvement		City North American	\$ 15,000.00		
Germer Construction, Inc.	\$ 51,363.68	MPD furniture installation			
Indian Hills Waterline Pay App 5		Jeff's Electric, Inc.	\$ 3,113.40	<u>ACH's</u>	
		Electrical work for Building B		LCA Architects, P.A.	\$ 5,070.54
	\$ 64,027.04	Wellens Farwell, Inc.	\$ 63,924.46	Police Services Facility Design Services	
		Contractors payment Moscow PD #19		Latah Sanitation	\$ 155,031.50
			\$ 188,800.55	Asbestos Cell Final Closure	
					\$ 160,102.04
<u>Capital Outlay</u>					
J7 Contracting, Inc.	\$ 25,264.97				
Pay Request 3 South Lift Station Forcemain Replacement					
Aspect Consulting, LLC	\$ 6,041.50				
Paradise Creek Flood Hazard Mitigation Study					
	\$ 31,306.47				
		Major Expenditures	\$ 2,689,920.30	96%	of the total expenditures of
Large Expenditures					\$2,792,983.89
Germer Construction, Inc.	\$ 51,363.68	Phillip R. Stradley	\$ 26,144.64	Wellens Farwell, Inc.	\$ 63,924.46
Indian Hills Waterline Pay App 5		Aerator #242 Drive		Contractors payment Moscow PD #19	
J7 Contracting, Inc.	\$ 25,264.97	Complete Office LLC	\$ 33,721.51	State Insurance Fund	\$ 142,526.00
Pay Request 3 South Lift Station Forcemain Replacement		Police Services seating package		State Insurance Fund Idaho Workers Comp- SIF	
Coleman Oil Co.	\$ 28,397.44	Complete Office LLC	\$ 29,219.02	Whitcom 911	\$ 174,585.00
Diesel (3,501 Gals) Unleaded (5,996 Gals)		Police Services facility first floor furnishings		Whitcom Services - Quarterly (January - March)	
Phillip R. Stradley	\$ 24,927.84	Complete Office LLC	\$ 43,822.16	Latah Sanitation	\$ 155,031.50
Aerator #241 Install new Siemens bypass		Police Services facility second floor furnishings		Asbestos Cell Final Closure	
					Total: \$798,928.22

**DEVELOPMENT AGREEMENT
BETWEEN JIM SWIFT
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN JIM SWIFT AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2022, by and between Jim Swift, whose address is 1290 Indian Hills Dr, Moscow ID 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as Anderson 7th Addition; 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 Anderson 7th Addition more particularly described as follows:

A parcel of land, being a portion of Lot 25 of Block 4 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow, Instrument #404026, Latah County Records;

Thence along the north boundary of said Lot 25, the following five courses:

89°10'25"E, 321.54 feet;

Thence N02°11'19"W, 14.91 feet;

Thence N87°48'41"E, 330.02 feet;

Thence N02°11'19"W, 34.00 feet;

Thence N87°48'41"E, 126.74 feet, to a point on the northwest right-of-way line of Sunnyside Avenue;

Thence along said northwest right-of-way line the following three courses;

199.85 feet along a non-tangent curve to the right, said curve having a Delta = 9°27'52", Radius = 192.56 feet, Chord = 191.00 feet and a Chord Bearing = S32°09'37"W;

Thence S61°53'34"W, 323.29 feet;

Thence 102.32 feet along a curve to the left, said curve having a Delta = 30°51'19", Radius = 190.00 feet, Chord = 101.09 feet and a Chord Bearing = S46°27'54"W to the northeast corner of Prospect Place Addition to the City of Moscow, Instrument #580048, Latah County Records;

Thence leaving said northwest right-of-way line, along the north boundary of said Prospect Place Addition the following seven courses:

10.22 feet along a non-tangent curve to the right, said curve having a Delta = 23°25'00", Radius = 25.00 feet, Chord = 10.15 feet and a Chord Bearing = N76°53'24"W;

Thence 94.02 feet along a non-tangent curve to the left, said curve having a Delta = 17°56'33", Radius = 300.22 feet, Chord = 93.63 feet and a Chord Bearing = N74°09'18"W;

Thence 100.37 feet along a curve to the right, said curve having a Delta = 92°30'16", Radius = 62.17 feet, Chord = 89.82 feet and a Chord Bearing = N36°52'27"W;

Thence 13.19 feet along a non-tangent curve to the right, said curve having a Delta = 5°56'04", Radius = 127.32 feet, Chord = 13.18 feet and a Chord Bearing = N12°20'35"E;

Thence N74°41'23"W, 25.00 feet;

Thence N56°11'40"W, 113.90 feet;

Thence N89°09'16"W, 48.21 feet to the northwest corner of said Prospect Place Addition to the City of Moscow and the west line of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow;

Thence N00°50'44"E, 138.69 feet to the **Point of Beginning**.

Parcel contains 3.70 acres, more or less.

Together With:

A parcel of land, being Block 5 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, and the Northwest Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southeast corner of Block 5 of Anderson 1st Addition to the City of Moscow on the north right-of-way line of Palouse River Drive;
Thence along said north right-of-way line, S79°46'32"W, 418.57 feet to a point on the southeast right-of-way line of Sunnyside Avenue;

Thence along said southeast right-of-way line the following four courses:

47.12 feet along a curve to the right, said curve having a Delta = 90°00'00",

Radius = 30.00 feet, Chord = 42.43 feet and Chord Bearing = N55°13'28"W;

Thence 163.63 feet along a curve to the right, said curve having a Delta = 72°07'02",

Radius = 130.00 feet, Chord = 153.04 feet and Chord Bearing = N25°50'03"E;

Thence N61°53'34"E, 323.29 feet;

Thence 143.63 feet along a curve to the left, said curve having a Delta =

32°35'01", Radius = 252.56 feet, Chord = 141.70 feet and Chord Bearing =

N45°36'03"E to the northeast corner of Block 5 of Anderson 1st Addition to the City of Moscow;

Thence leaving said southeast right-of-way line, S01°04'02"W, 339.15 feet to the Point of Beginning.

Parcel contains 2.19 acres, more or less.

Overall re-platted area contains 5.89 acres, more or less.

II. PUBLIC IMPROVEMENTS.

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

III. TERM.

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

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

IV. CITY'S COVENANT.

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

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

V. DEVELOPER'S COVENANT.

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

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within

twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

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

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

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be

furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.

- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

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

The parkland dedication requirement for the proposed Anderson 7th Addition were previously met as part of the Anderson-Frontier subdivision for 1.4 acres of property located at Anderson Frontier Park. With this being the case, no parkland dedication is required for this addition.

X. PHASING.

No phasing is being proposed for construction of this addition.

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

Jim Swift
1290 Indian Hills Dr.
Moscow, ID 83843
Phone: 208-301-0447

CITY

City of Moscow, Idaho
Scott Bontrager, City Engineer
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:

Jim Swift

CITY:

City of Moscow, Idaho

Owner

Art Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared Jim Swift, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

**MONUMENTATION AGREEMENT
BETWEEN JIM SWIFT, AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2022 by and between Jim Swift, 1290 Indian Hills Dr., Moscow, ID 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Anderson 7th Addition; 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 Anderson 7th 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 Anderson 7th Addition (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, P.L.S. #17534, State of Idaho, with Rim Rock Consulting, Inc.
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 Three Thousand Two Hundred Sixty Four Dollars (\$3,264), which is equal to one hundred twenty percent (120%) of the Twenty Seven Hundred Twenty Dollars (\$2,720) 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 Three Thousand Two Hundred Sixty Four Dollars (\$3,264), 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

City of Moscow:

Jim Swift
Developer

Art Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

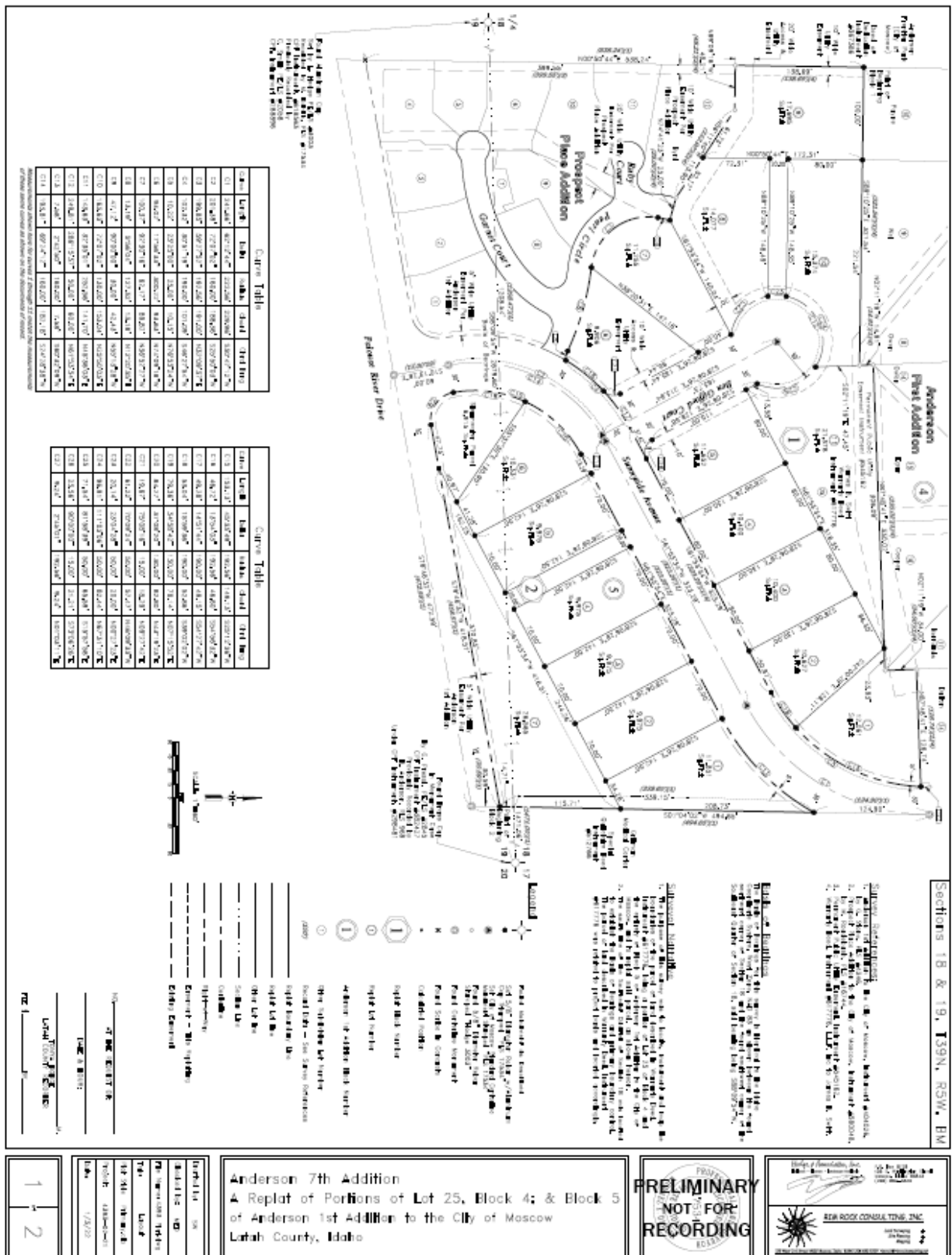
STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Jim Swift, owner of the affected property.

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

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

Attachment A



GENERAL INFORMATION

Project Name: Anderson 7th Addition

Project Location: Lot 25, Block 4, & Block 5, 7th Addition to the City of Moscow, Latah County, Idaho

Project Owner: Anderson 7th Addition

Project Engineer: John H. Smith

Project Date: 10/1/2011

Project Status: Final

Project Description: Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 7th Addition to the City of Moscow, Latah County, Idaho

Project Notes: See attached plat for details.

APPROVALS

City of Moscow: Approved

Latah County: Approved

Idaho Department of Transportation: Approved

Idaho Department of Agriculture: Approved

Idaho Department of Health: Approved

Idaho Department of Labor: Approved

Idaho Department of Natural Resources: Approved

Idaho Department of Parks and Recreation: Approved

Idaho Department of Public Safety: Approved

Idaho Department of Social Services: Approved

Idaho Department of Transportation: Approved

Idaho Department of Agriculture: Approved

Idaho Department of Health: Approved

Idaho Department of Labor: Approved

Idaho Department of Natural Resources: Approved

Idaho Department of Parks and Recreation: Approved

Idaho Department of Public Safety: Approved

Idaho Department of Social Services: Approved

REMARKS

1. The project is located in the City of Moscow, Latah County, Idaho.

2. The project is a replat of portions of Lot 25, Block 4; & Block 5 of Anderson 7th Addition to the City of Moscow, Latah County, Idaho.

3. The project is a replat of portions of Lot 25, Block 4; & Block 5 of Anderson 7th Addition to the City of Moscow, Latah County, Idaho.

4. The project is a replat of portions of Lot 25, Block 4; & Block 5 of Anderson 7th Addition to the City of Moscow, Latah County, Idaho.

5. The project is a replat of portions of Lot 25, Block 4; & Block 5 of Anderson 7th Addition to the City of Moscow, Latah County, Idaho.

APPROVALS

City of Moscow: Approved

Latah County: Approved

Idaho Department of Transportation: Approved

Idaho Department of Agriculture: Approved

Idaho Department of Health: Approved

Idaho Department of Labor: Approved

Idaho Department of Natural Resources: Approved

Idaho Department of Parks and Recreation: Approved

Idaho Department of Public Safety: Approved

Idaho Department of Social Services: Approved

REMARKS

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APPROVALS

City of Moscow: Approved

Latah County: Approved

Idaho Department of Transportation: Approved

Idaho Department of Agriculture: Approved

Idaho Department of Health: Approved

Idaho Department of Labor: Approved

Idaho Department of Natural Resources: Approved

Idaho Department of Parks and Recreation: Approved

Idaho Department of Public Safety: Approved

Idaho Department of Social Services: Approved

REMARKS

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2. The project is a replat of portions of Lot 25, Block 4; & Block 5 of Anderson 7th Addition to the City of Moscow, Latah County, Idaho.

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APPROVALS

City of Moscow: Approved

Latah County: Approved

Idaho Department of Transportation: Approved

Idaho Department of Agriculture: Approved

Idaho Department of Health: Approved

Idaho Department of Labor: Approved

Idaho Department of Natural Resources: Approved

Idaho Department of Parks and Recreation: Approved

Idaho Department of Public Safety: Approved

Idaho Department of Social Services: Approved

COMMITTEE STAFF REPORT

DATE: Monday, February 14, 2022



RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Anderson 7th Addition Final Plat (ACTION ITEM) - Mike Ray

DESCRIPTION

On June 21, 2021, Moscow City Council approved the Anderson 7th Addition preliminary plat with three conditions. On January 5, 2022, 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 January 26, 2022 and recommended approval to City Council.

STAFF RECOMMENDATION

Recommend approval of the Anderson 7th Addition Final Plat.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Anderson 7th Addition Final Plat; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

Memo

To: City Council
From: Mike Ray, AICP - Planning Manager
Date: February 2, 2022
Re: Anderson 7th Addition Final Plat Review

The Planning & Zoning Commission conducted a public hearing on May 26, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with the following three conditions:

1. Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive;
2. Street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; and
3. The pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width.

City Council then conducted a public hearing on June 21, 2021 and approved the Anderson 7th Addition with the same three conditions.

On January 5, 2022 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 January 26, 2022 and recommended approval to City Council.



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



For City Use Only			
Date Received		01/05/22	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$445.00 plus \$27.00/lot	01/05/22
Receipt Number		WP2022-0001	

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:

Name: Jim Swift Telephone: 208-301-0447
Complete Address: 1290 Indian Hills Dr Moscow ID 83843
E-Mail: _____ Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Scott Becker, PE Telephone: 208-882-3520
Complete Address: 405 S Washington
E-Mail: scottbecker@moscow.com Fax: _____

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

PROPERTY:

- Proposed Subdivision Name: Anderson Addition 7
- Address(as) or Parcel Number(s): Parcel #RPM0025004025B and RPM00250050010
- Gross area of all land involved: 5.89 acres, and/or _____ sq.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands:
5.36 acres, and/or _____ square feet.
- Total number of lots: 18 Average lot size: 12,971 SF

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

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

FINAL PLAT CHECKLIST:

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

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

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

SUBMITTAL:

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

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

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

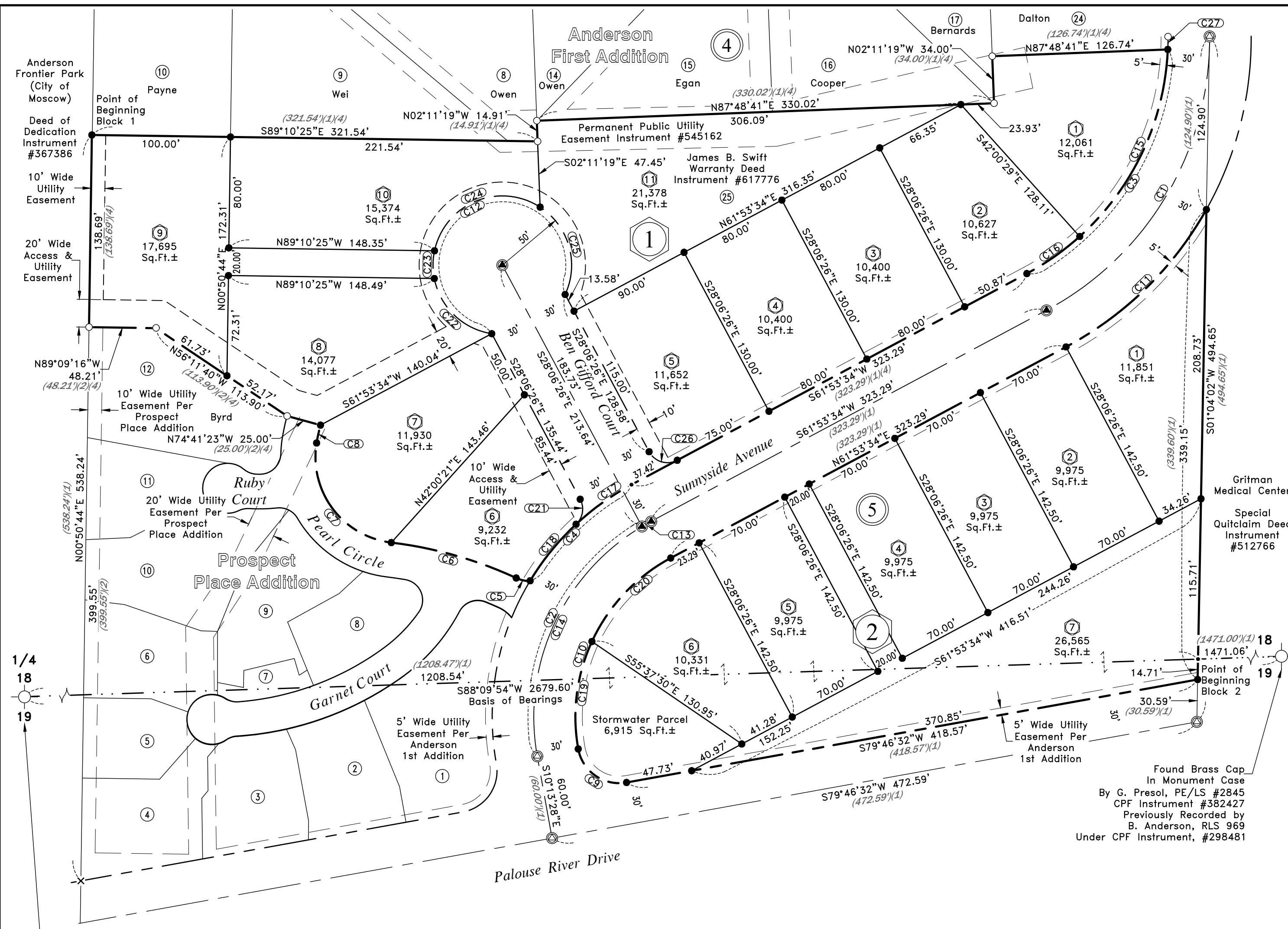
James B. Smith
Applicant's Signature

1-4-22
Date

Property Owner's Signature (if different)

Date

Sections 18 & 19, T39N, R5W, BM



- Survey References:**
- Anderson 1st Addition to the City of Moscow, Instrument #404026, by G. Stone, PLS #4346.
 - Prospect Place Addition to the City of Moscow, Instrument #580048, by M. Roubush, PLS #16744.
 - Permanent Public Utility Easement, Instrument #545162.
 - Warranty Deed, Instrument #617776, L.L.F. Inc to James B. Swift.

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 southeast corner of Section 18 and the found southwest corner of the Southeast Quarter of Section 18, said bearing being S88°09'54"W.

- Surveyor Narrative**
- The purpose of this survey was to locate, monument and map the boundaries of the parcel of land described in Warranty Deed, Instrument #617776, being a portion of Lot 25 of Block 4 and the entirety of Block 5 of Anderson 1st Addition to the City of Moscow, and to replat said parcel, as shown hereon.
 - The south line of the Southeast Quarter of Section 18 was located to establish the Basis of Bearings and primary boundary control. The parcel of land described in Warranty Deed, Instrument #617776 was rotated to project basis and located accordingly.

Legend

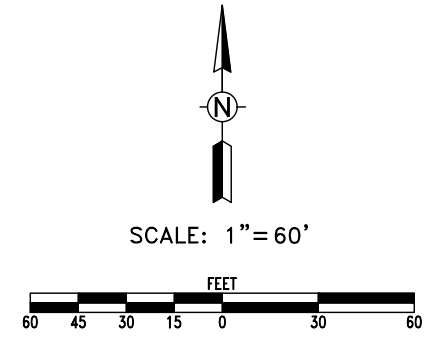
- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Set City of Moscow Standard Centerline Monument Stamped "PLS 17534"
- Found 5/8" Diameter Rebar Stamped "Hodge 3003"
- Found Centerline Monument
- Found Scribe in Concrete
- Calculated Position
- Replat Block Number
- Replat Lot Number
- Anderson 1st Addition Block Number
- Other Subdivision Lot Number
- Record Data - See Survey References
- Replat Boundary Line
- Replat Lot line
- Other Lot line
- Section Line
- Centerline
- Right-of-Way
- Easement - This Replatting
- Existing Easement

Found Aluminum Cap
Set by L. Hodge PE/LS #3003
Recorded by M. Dahlin, PLS #17534
CPF Instrument, #618563
Previously Recorded by
C. Smith PE/LS #2058
CPF, Instrument #288896

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	241.66'	62°12'44"	222.56'	229.96'	S30°47'12"W
C2	201.39'	72°07'02"	160.00'	188.36'	S25°50'03"W
C3	199.85'	59°27'52"	192.56'	191.00'	N32°09'37"E
C4	102.32'	30°51'19"	190.00'	101.09'	S46°27'54"W
C5	10.22'	23°25'00"	25.00'	10.15'	N76°53'24"W
C6	94.02'	17°56'33"	300.22'	93.63'	N74°09'18"W
C7	100.37'	92°30'16"	62.17'	89.82'	N36°52'27"W
C8	13.19'	5°56'04"	127.32'	13.18'	N12°20'35"E
C9	47.12'	90°00'00"	30.00'	42.43'	N55°13'28"W
C10	163.63'	72°07'02"	130.00'	153.04'	N25°50'03"E
C11	143.63'	32°35'01"	252.56'	141.70'	N45°36'03"E
C12	249.81'	286°15'37"	50.00'	60.00'	N61°53'34"E
C13	7.58'	2°42'50"	160.00'	7.58'	S60°32'09"W
C14	193.81'	69°24'12"	160.00'	182.18'	S24°28'38"W

Measurements shown here for curves 1 through 11 match the measurements of these same curves as shown on the documents of record.

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C15	153.13'	45°33'49"	192.56'	149.13'	S25°12'36"W
C16	46.72'	13°54'03"	192.56'	46.60'	S54°56'32"W
C17	49.28'	14°51'44"	190.00'	49.15'	S54°27'42"W
C18	53.04'	15°59'36"	190.00'	52.86'	S39°02'02"W
C19	79.36'	34°58'42"	130.00'	78.14'	N07°15'52"E
C20	84.27'	37°08'20"	130.00'	82.80'	N43°19'23"E
C21	19.67'	75°08'16"	15.00'	18.29'	N09°27'42"E
C22	61.22'	70°09'24"	50.00'	57.47'	N46°09'33"W
C23	20.14'	23°04'28"	50.00'	20.00'	N00°27'23"E
C24	96.91'	111°03'06"	50.00'	82.44'	N67°31'10"E
C25	71.54'	81°58'39"	50.00'	65.59'	S15°57'58"E
C26	23.56'	90°00'00"	15.00'	21.21'	S73°06'26"E
C27	9.24'	2°45'01"	192.56'	9.24'	N01°03'11"E



P.O. Box 8728
405 S. Washington Street
Moscow, ID 83843
(208) 882-3526

RIM ROCK CONSULTING, INC.

Land Surveying
Site Mapping

PRELIMINARY

PROFESSIONAL LAND SURVEYOR

NOT FOR RECORDING

17534

Anderson 7th Addition
A Replat of Portions of Lot 25, Block 4; & Block 5
of Anderson 1st Addition to the City of Moscow
Latah County, Idaho

Drafted by: SW

Checked by: MED

File Name: 4393 Plat.dwg

Tab: Layout

Plot Style Primary.ctb

Project: 4393-02-21

Date: 2/2/22

LEGAL DESCRIPTION

A parcel of land, being a portion of Lot 25 of Block 4 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow, Instrument #404026, Latah County Records;
Thence along the north boundary of said Lot 25, the following five courses:
S89°10'25"E, 321.54 feet;
Thence N02°11'19"W, 14.91 feet;
Thence N87°48'41"E, 330.02 feet;
Thence N02°11'19"W, 34.00 feet;
Thence N87°48'41"E, 126.74 feet, to a point on the northwest right-of-way line of Sunnyside Avenue;
Thence along said northwest right-of-way line the following three courses;
199.85 feet along a non-tangent curve to the right, said curve having a Delta = 59°27'52",
Radius = 192.56 feet, Chord = 191.00 feet and a Chord Bearing = S32°09'37"W;
Thence S61°53'34"W, 323.29 feet;
Thence 102.32 feet along a curve to the left, said curve having a Delta = 30°51'19",
Radius = 190.00 feet, Chord = 101.09 feet and a Chord Bearing = S46°27'54"W to the northeast corner of Prospect Place Addition to the City of Moscow, Instrument #580048, Latah County Records;
Thence leaving said northwest right-of-way line, along the north boundary of said Prospect Place Addition the following seven courses:
10.22 feet along a non-tangent curve to the right, said curve having a Delta = 23°25'00",
Radius = 25.00 feet, Chord = 10.15 feet and a Chord Bearing = N76°53'24"W;
Thence 94.02 feet along a non-tangent curve to the left, said curve having a Delta = 17°56'33",
Radius = 300.22 feet, Chord = 93.63 feet and a Chord Bearing = N74°09'18"W;
Thence 100.37 feet along a curve to the right, said curve having a Delta = 92°30'16",
Radius = 62.17 feet, Chord = 89.82 feet and a Chord Bearing = N36°52'27"W;
Thence 13.19 feet along a non-tangent curve to the right, said curve having a Delta = 5°56'04",
Radius = 127.32 feet, Chord = 13.18 feet and a Chord Bearing = N12°20'35"E;
Thence N74°41'23"W, 25.00 feet;
Thence N56°11'40"W, 113.90 feet;
Thence N89°09'16"W, 48.21 feet to the northwest corner of said Prospect Place Addition to the City of Moscow and the west line of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow;
Thence N00°50'44"E, 138.69 feet to the **Point of Beginning**.

Parcel contains 3.70 acres, more or less.

Together With:

A parcel of land, being Block 5 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, and the Northwest Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southeast corner of Block 5 of Anderson 1st Addition to the City of Moscow on the north right-of-way line of Palouse River Drive;
Thence along said north right-of-way line, S79°46'32"W, 418.57 feet to a point on the southeast right-of-way line of Sunnyside Avenue;
Thence along said southeast right-of-way line the following four courses:
47.12 feet along a curve to the right, said curve having a Delta = 90°00'00",
Radius = 30.00 feet, Chord = 42.43 feet and Chord Bearing = N55°13'28"W;
Thence 163.63 feet along a curve to the right, said curve having a Delta = 72°07'02",
Radius = 130.00 feet, Chord = 153.04 feet and Chord Bearing = N25°50'03"E;
Thence N61°53'34"E, 323.29 feet;
Thence 143.63 feet along a curve to the left, said curve having a Delta = 32°35'01",
Radius = 252.56 feet, Chord = 141.70 feet and Chord Bearing = N45°36'03"E to the northeast corner of Block 5 of Anderson 1st Addition to the City of Moscow;
Thence leaving said southeast right-of-way line, S01°04'02"W, 339.15 feet to the **Point of Beginning**.

Parcel contains 2.19 acres, more or less.

Overall replatted area contains 5.89 acres, more or less.

DEDICATION

Know all persons by these presents, that I, James B. Swift, owner of the land and premises described above, have 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 Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public access and 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 right-of-ways and the Stormwater Parcel for stormwater detention.
In witness thereof, the undersigned has set his hand and seal.

James B. Swift _____ Date _____

ACKNOWLEDGMENT

State of _____

County of _____

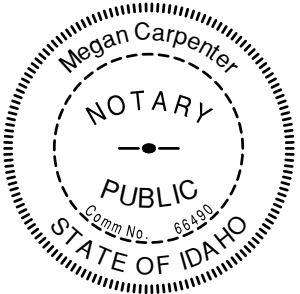
On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared James B. Swift, known or identified to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same.

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

Notary Public, _____

Residing in _____

My Commission Expires _____



APPROVALS

Moscow Planning and Zoning Commission

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2022.

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 _____, 2022.
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 _____, 2022.

City Engineer, City of Moscow

Latah County Surveyor

Examined and approved by the Latah County Surveyor this _____ day of _____, 2022.

Latah County Surveyor

Latah County Treasurer

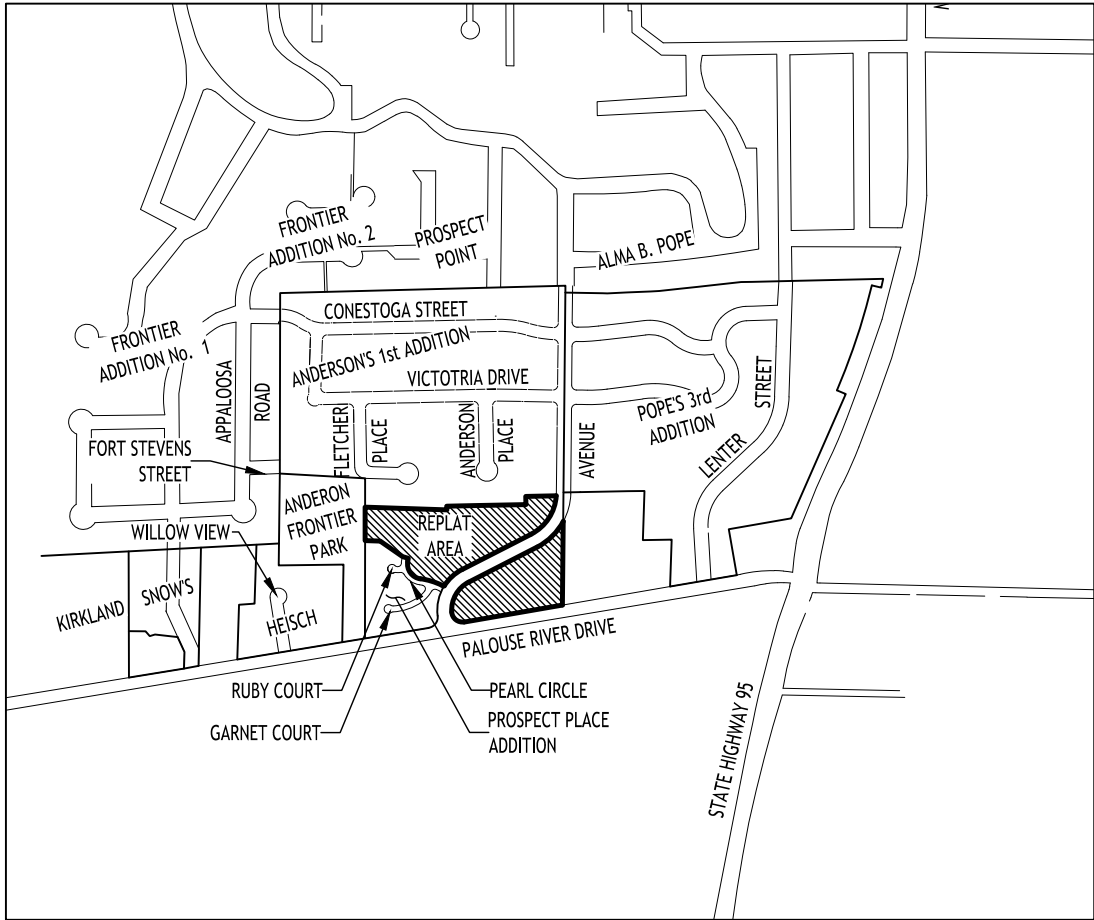
I hereby certify that taxes and assessments on property shown hereon have been paid for 2021 and preceding years as of this _____ day of _____, 2022.

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.

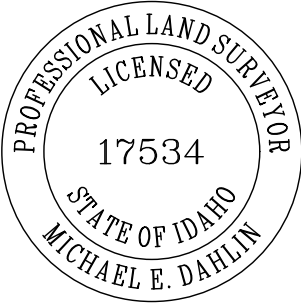
Public Health - Idaho North Central District, _____ Date _____
Senior Environmental Health Specialist



Vicinity Map

SURVEYOR'S CERTIFICATE

I, Michael E. Dahlin, 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 12-01-2022, as referenced on the plat and approved by the City of Moscow.
Witness my hand and seal this _____ day of _____, 2022.



Michael E. Dahlin, PLS #17534

PRELIMINARY
NOT FOR
RECORDING

Anderson 7th Addition
A Replat of Portions of Lot 25, Block 4; & Block 5
of Anderson 1st Addition to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	4393 Plat.dwg
Tab:	Sign
Plot Style	Primary.ctb
Project:	4393-02-21
Date:	2/2/22

2 of 2

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 21, 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: Jen Pfiffner, Mia Bautista, Mike Ray, Megan Cherry, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Taruscio led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council June 7, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for May 2021 - Sarah Banks

Presentation of the Accounts Payable Report for the month ending May, 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of May 2021.

C. Lot Line Adjustment: 816 and 902 Public Avenue - Aimee Hennrich

The applicant, Pat Planagan, is requesting a lot line adjustment between two properties located at 902 and 816 Public Ave. 902 Public Ave is currently 51,231 sf and 816 Public Ave is currently 37,093 sf. As a result of the proposed adjustment, 902 Public Ave will become 17,038 sf and 816 Public Ave will become 71,286 sf. 902 Public Ave contains a barn currently used for storage and 816 Public Ave currently has a single-family home. The subject properties are located within the Medium Density Residential District (R-3). Within the R-3 Zoning District, lots are limited to single-family, twin homes, townhouses and two-family dwellings, require a minimum area of 6,000 square feet for a single-family home and a minimum lot width of 60 feet and 20 feet in width for flag lots. The proposed lot line adjustment meets all of these standards. This was reviewed and approved by the Public Works and Finance Committee on June 14, 2021.

ACTION: Approve the Lot Line Adjustment with no conditions.

D. Development Agreement Amendment: Ridgeview Estates 2nd Addition - Todd Drage

Noel Blum, on behalf of Blum Enterprises - 3 LLC, has requested to amend the Development Agreement for the Ridgeview Estates 2nd Addition Subdivision. The Ridgeview Estates Second Addition was platted in 2014 and the development agreement was approved and signed in November of that year. The requested modification is to allow the development to be completed in two phases, as detailed in Section 18 and Exhibit B of the attached agreement. The phasing modification is the only item requesting to be amended. All other sections of the original development agreement would remain unchanged.

ACTION: Approve the development agreement amendment with Blum Enterprises - 3 LLC for the Ridgeview Estates 2nd Addition.

E. Sixth and Logan Asphalt Improvement Project Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on May 21st, 2021 for Sixth & Logan Asphalt Improvement Project. The bid for the project includes the replacement of eighty-four (84) tons of deteriorated asphalt and the installation of two hundred and seventy (270) feet of subsurface drain pipe to catch groundwater that caused the deterioration in the asphalt. The Engineer's estimate for the project was \$65,776.00.

Bid opening for the project took place on May 28th, 2021, at which one (1) bid was received. Motley-Motley Inc. was the only bidder on the project with a bid of \$57,940.00. A bid tabulation is included in the packet.

ACTION: Accept the low bid from Motley-Motley Inc. for Base Bid, award the contract in the amount of \$57,940.00 and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

F. Portable Collection Donation Proposal - Megan Cherry

Five works by artist Pam Overholtzer have been offered as a donation to the City's Portable Collection. Overholtzer comes from a long line of artists with a lifelong passion for design, art, and craft. She maintained an interior design practice focused on historic architecture and interiors before returning to college to study architecture at the University of Idaho where she earned a Master of Architecture degree and research-oriented Master of Science degree. The seeds for this project began when Pam first saw Lillian Otness's well-known book "A Great Good Country," and particularly Lillian's sketches of the historic buildings in downtown Moscow. While working on City Hall's Centennial Art Show at the Third Street Gallery as a member of the Moscow Historic Preservation Commission, she had an opportunity to work directly with Otness's original drawings. Musing about the sketches, Pam sought a way to apply her artistic talent, a penchant for detail-oriented projects, and model-building skills to three dimensional interpretations of Otness's beautiful sketches in the form of small, multi-dimensional models mounted in shadow boxes. The donation is offered by architect and longtime City of Moscow Planning & Zoning and Historic Preservation Commission member Wendy McClure.

The Moscow Arts Commission voted during their May 11, 2021 meeting to recommend acceptance of this donation and states a preference for keeping all five works together in a single display location. The donation proposal was reviewed by Administrative Committee on June 14, 2021.

ACTION: Accept artwork donation.

G. Moscow Farmers Market Live Entertainment Request - Amanda Argona

Per the direction of City Council, live entertainment and performances are scheduled to return to the Moscow Farmers Market on Saturday, July 3. Given the current downward trend of cases in the community, updated guidance from the Center for Disease Control, and Resolution 2021-08 Terminating Amended Public Health Order 20-03, staff is seeking to have the 9:00 to 10:00 a.m. performance time slot reinstated alongside the already approved 10:30 a.m. to 12:30 p.m. performance time slot, as well as lifting the suspension of the Performance Vendor program.

ACTION: Approve the reinstatement of the 9:00 to 10:00 a.m. performance time slot and Performance Vendor Program.

H. Community Oriented Policing Services (COPS) - Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant - Alisa Anderson / Anthony Dahlinger

The Pullman Police Department will be leading in the application and management of grant funds from the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA). The Moscow Police Department as well as other local law enforcement agencies have been invited to participate in a regional team of law enforcement peer support. Four officers will be selected from the Moscow Police Department to participate on the Peer Support Team and in training. Grant funds requested by Pullman Police for the Moscow Police Department will not exceed \$38,000.

ACTION: Ratify approval of the grant application for participation in the regional Peer Support team under the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA), managed by Pullman Police Department, not to exceed \$38,000 in grant awards for the Moscow Police Department.

I. Andrew Becker Memorial Public Art Installation at the ITC Sculpture Garden – Megan Cherry

In January 2021, the family of Andrew Thatcher Becker contacted the City of Moscow with an offer to donate funds for a public art installation. Following conversations between donor, staff, and MAC members, the ITC Sculpture Garden was identified as a location that fits the budget and artistic direction for the project. The ITC Sculpture Garden has traditionally hosted temporary installations of three-dimensional artworks that are featured for up to one year. There are five plinths in that location, each of which are filled following an RFP process and selection by a panel of community members. Each artist is paid an honorarium for the loan of their artwork, and this program has traditionally served the UI student artist population. The offer of donated funds to support the accession of an artwork into the Permanent Collection has prompted the re-assignment of one of the plinths as a permanent location for the artwork to be funded by the donor's contribution. This shift would result in four plinths being available for the annual call to artists. The MAC voted during their March 9, 2021 meeting to recommend this re-assignment.

Arts staff has prepared an RFP for this opportunity based upon Becker's biographical information, the Public Art subcommittee's advice, and standard Arts Department processes and timelines. The MAC voted during their May 8, 2021 meeting to recommend approval of this donation and the RFP, and the project was reviewed by Administrative Committee on June 14, 2021.

ACTION: Approval the donation, plinth re-assignment, and RFP.

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

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Pfiffner thanked the staff at the HLAC and reported the pool is canceling the limit on patrons. More lifeguards are needed with the increase of patrons.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Update of MPD Bodyworn Cameras Report - James Fry, Mia Bautista

Heard as item six.

Chief Fry said the officers received training on the use of cameras. There were a few issues with the camera batteries but the issues have been resolved. The cameras are in use and have already recorded an

intense incident which in turn can be used in ongoing training for the cameras. Officers can turn the camera on but also will turn on automatically with the car's emergency lights. Bautista added there have been a couple records requests. It takes time to review the video and redact information allowed by Code and takes a significant amount of staff time and may be charged if processing takes over two hours. Legal staff attended the same training the officers did and also partook in training on the redaction program. Laflin felt the transparency is important but the educational side of the video is great. Self-reflection is critical. Taruscio said she was at an incident and found the camera is lending a good degree of comfort to the businesses. Chief Fry thanked the City Council as the purchase of cameras was a large ticket item.

6. Public Hearing: Rolling Hills 9th Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Ryan Itani, is proposing to subdivide a 2.3-acre area of land generally located east of the intersection of Third Street and Sixth Street into 10 lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with two conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no 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.

Heard as item 5.

Ray introduced the item by providing a background of the plat, describing the Comprehensive Plan designation, zoning and infrastructure. Approval of the preliminary plat will not affect the negotiation of shifting Third Street to adjust for Moser Park.

Mayor Lambert opened the public hearing at 7:13 p.m.

Rafik Itani (Pullman) (applicant) said this plat is consistent with their master plan from 1996. The delay with Moser Park/Third Street is a grading plan for the steep area.

Mayor Lambert asked for testimony in favor of the application. Hearing none, he asked for general testimony or in opposition. A letter was received from Romney Boehm and the Council received copies. Mayor Lambert closed the public hearing at 7:20 p.m.

Bettge said it seems to be a clear cut preliminary plat. He moved to approve the preliminary plat with two conditions: (1) the applicant shall provide stormwater control analysis and design in accordance with the City's Stormwater Runoff Control Standards; (2) the applicant shall extend Third Street 19.87 feet to the east to align with the eastern property boundary of Lot 6, Block 2 of the proposed subdivision. Taruscio seconded. Sullivan felt it is a natural extension of the Rolling Hills plan and appreciated reaching out to the neighbors. 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. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Public Hearing: Anderson Addition Phase VI Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Jim Swift, is proposing to subdivide a 5.88-acre area of land generally located at 2075 Sunnyside Ave and 706 W Palouse River Drive into 18 lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with three conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no 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 an aerial of the property and described the Comprehensive Plan designation and zoning of the neighborhood. The subject property was rezoned to the R-3 and R-4 zones in 1993 which included three conditions. The zoning and conditions imposed seem to lean towards a retirement community extending on this property from Latah Care Center. Although plans for the area has changed, the conditions still apply to the subject property. The preliminary plat includes 18 lots and a pedestrian path. Utilities are adequate, storm sewer will be constructed and streets will be constructed to the standard that was approved at the time Anderson 1st Addition was approved.

Mayor Lambert opened the public hearing at 7:47 p.m.

Scott Becker, Hodge and Associates (applicant) said the applicant is looking into the possibility of reversing the height restrictions and a possible rezone. The neighborhood meeting was positive.

Mayor Lambert asked for testimony in favor of the application. Hearing none, he asked for general testimony or in opposition. Hearing none, he closed the hearing at 7:49 p.m.

Taruscio moved, Kelly seconded, to approve the preliminary plat with three conditions: (1) Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive; (2) street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; (3) the pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width. 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. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Ray explained a preliminary plat can expire at 12 months if not advanced to the final plat stage. An applicant can request an extension of 6 months.

REPORTS

City Council

Moscow Pathways Commission – Kelly reported the maps created for pathways are being distributed and Jonathan Gradin has one last meeting as a member.

Human Rights Commission – Kelly said there was an informal discussion on bias reporting.

Transportation Commission – Taruscio said the Commission discussed ebike/escooter code additions; addition of eboards; and pedestrians having the right away.

Palouse Basin Aquifer Committee – Taruscio said the Committee heard about research on tracking snowfall and the rate at which it recharges the aquifer; working toward annual recharge amount; update on water alternatives project report. Council discussion ensued regarding the phases and funding with each alternative and taking action.

Moscow Volunteer Fire Department – Bettge said the Department is moving forward on policy manuals that meet national standards for fire suppression and control.

Farmers Market Commission – Bettge said after consulting with vendors, the mobile market will be discontinued; live performances will start back up; definition of "loyal".

Moscow Arts Commission – Sullivan highlighted the donations of art which were on the consent agenda above. The Commission voted to name the new micro-gallery The Box Gallery.

Mayor

Mayor Lambert attended the AIC conference where a large discussion was about HB389 regarding limiting the amount of taxable value of new construction and to 90% and URA returning to 80%. eals with foregone tax amounts, placed 8% limit Bettge was elected

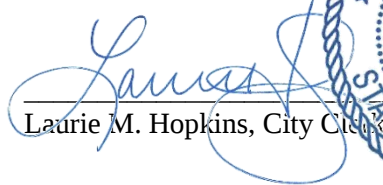
Staff

Juneteenth holiday declared.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:14 p.m.

ATTEST:


Laurie M. Hopkins, City Clerk




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 FIVE POINT EIGHT EIGHT (5.88) ACRE AREA OF LAND LOCATED AT 2075 SUNNYSIDE AVENUE AND 706 W PALOUSE RIVER DRIVE, KNOWN AS ANDERSON ADDITION PHASE VI TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 23, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 26, 2021; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on June 21, 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 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive.
3. The subject property is currently undeveloped and was previously platted as Lot 25, Block 4 and Lot 1, Block 5 of Anderson 1st Addition. To the west of the subject property is Anderson/Frontier Park, to the southwest is the Prospect Place Addition, to the east is Gritman's Martin Wellness Center, and to the north is single family residential development also within the Anderson 1st Subdivision. Properties to the south of Palouse River Drive include two manufactured home parks and ITD's service facility.
4. The subject property contains areas of moderate sloping topography at an average slope of 10% as the land continues to gain elevation to the north. There are no drainage ways or natural features that have been identified upon the subject property.
5. The northern portion of 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. The southern portion of the subject property is currently designated as High-Density Residential. According to the Comprehensive Plan, High-Density Residential designated areas,

"allow the highest density residential development at common densities between 15 and 26 units per acre. Areas appropriate for this designation include those located adjacent to areas of higher activity where there is a range of uses. High-Density Residential areas should be located adjacent or in close proximity to designated arterial or collector streets. New areas of high-density residential development should be located near mixed-use activity areas and corridors that accommodate multi-modal transportation. Lands designated as Urban Residential are generally appropriately zoned Medium Density Residential (R3), Multiple Family Residential (R-4), or Residential Office (RO)."

7. The subdivisions to the north are currently designated as Auto-Urban Residential. Martin Wellness Center to the east is currently designated as Suburban Commercial and properties to the south of Palouse River Drive are designated as High-Density Residential. Anderson/Frontier Park to the west is currently designated as Parks and Open Space.
8. The subject property is currently designated as a combination of Medium Density Residential (R-3) and Multiple Family Residential (R-4). The north portion of the property is encompassed by the R-3 Zone and the southern portion contains the R-4 Zone.
9. The properties to the south and east of subject property are currently zoned R-4 and the properties to the west and north are zoned R-1. Properties to the south of Palouse River Drive are currently designated as Motor Business (MB).

10. According to the 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, two family, twinhome, and townhouse dwellings."

11. The minimum lot size for parcels within the R-3 Zone is 6,000 sf for single family dwellings, 7,000 sf for two family dwellings, 3,250 sf for twinhome dwellings, and 2,000 sf for townhouse dwellings. Townhouse lots within the R-3 Zone are allowed to be a minimum of 2,000 sf, but the total density of a townhouse development must not exceed 14.5 dwelling units per acre.
12. The minimum lot width for parcels within the R-3 Zone is 60 feet for single- and two-family dwellings, 30 feet for twinhome dwellings, and 20 feet for townhouse dwellings.
13. The R-4 Zone,

"provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate

transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."

14. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling, whichever is greater. Twinhome dwellings are required to have a minimum lot size of 2,250 sf and townhouse dwellings are required to be at least 1,800 sf in size.
15. The minimum lot width for parcels within the R-4 Zone is 50 feet for single family, two family, and multi-family dwellings. Twinhome dwellings are required to be at least 25 feet and townhouse dwellings are required to be 18 feet in width.
16. In 1993, the subject property was rezoned to the current configuration of the R-3 and R-4 Zones which still exists today. The Council imposed three conditions of approval on the rezone, which are as follows:
 1. The density shall be limited to a minimum lot area of 2,000 sf per dwelling unit;
 2. The buildings shall be limited to one-story in height exclusive of basements; and
 3. There shall be dedicated a pedestrian pathway, minimum of ten feet in width extending from Latah Care Center to the Anderson/Frontier Park.
17. The proposed preliminary plat is subject to the conditions above and any future buildings will be required to comply with the single-story height restriction.
18. The applicant is proposing to subdivide the 5.88-acre area of land into 18 lots ranging from 9,644 sf to 23,672 sf in size.
19. The plat includes a stormwater detention pond on the northeast corner of Palouse River Drive and Sunnyside Avenue. Sunnyside Avenue was previously platted as part of the Anderson 1st Subdivision, and will be constructed as part of the proposed subdivision.
20. A cul-de-sac street named Cloudy Court will be extended to the northwest from Sunnyside Avenue to provide access to the northwest portion of the property. The applicant has included a 10-foot-wide public pedestrian easement with a 5-foot-wide pathway which connects Cloudy Court with Anderson/Frontier Park. Per the conditions of approval of the 1993 rezone on this property, the pathway will need to be increased to 10 feet in width.
21. Water services are proposed to be extended along the Sunnyside Avenue alignment to connect existing mains at the southern and northern terminuses of Sunnyside Avenue. 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. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 1.69 million gallons of water per year ($18 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 1.12 \text{ M gallons/year}$).
23. Sanitary sewer is proposed to be extended through the subdivision along the Sunnyside Avenue alignment. A sanitary main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in Sunnyside Avenue near its intersection with Pearl Circle. Once the required improvements are constructed by the developer, Engineering 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. The storm sewer for the subdivision is proposed to be extended in a similar fashion to the sanitary sewer system by following the Sunnyside Avenue alignment. A storm sewer main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in Sunnyside Avenue near its intersection with Pearl Circle. A stormwater detention pond is proposed to be constructed on Tract A at the northeast corner of Palouse River Drive and Sunnyside Avenue.
25. The subject property is located adjacent to Sunnyside Avenue which was platted as part of the Anderson 1st Subdivision and is currently designated as a local neighborhood street. A prior development agreement that was recorded as part of the Anderson 1st Subdivision requires that Sunnyside Avenue be constructed prior to any building permits being issued upon the subject property. Sunnyside Avenue will be constructed to match the standard that was approved at the time the Anderson 1st Subdivision was approved. That neighborhood street standard that was previously approved included curb, gutter, tree lawn, and sidewalk on the north side of the street and curb and gutter on the south side of the street.
26. The subject property is also located adjacent to Palouse River Drive which is designated as a minor arterial. The section of Palouse River Drive adjacent to the subject property currently does not have curb, gutters, or sidewalks on either side of the street. As part of the subdivision code the applicant is responsible for street frontage improvements for portions of the property adjacent to public streets. Therefore, the Council is requiring frontage improvements to be made to the north side of Palouse River Drive as part of the proposed subdivision.
27. The parkland dedication requirements for the proposed subdivision were previously met with Anderson/Frontier Park to the west, so no further dedication is required.
28. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on March 25, 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 Medium Density Residential (R-3) and Multiple Family Residential (R-4) Zoning Districts, 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 Sunnyside Avenue is consistent with the general alignment within the Thoroughfare Plan. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential and High-Density 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 Palouse

River Drive which is designated as a minor arterial street. Water and sewer services are proposed to be extended along the Sunnyside Avenue alignment to connect with existing mains at the current norther and southern terminuses of Sunnyside Avenue. 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 five point eight eight (5.88) acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive with three conditions:

1. Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive;
2. Street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; and
3. The pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 21st day of June, 2021.



Bill Lambert, Mayor

COMMITTEE STAFF REPORT

DATE: Monday, February 14, 2022



RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor - Community Planning and Design

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

First Step Internet Paradise Pathway Fiber License Agreement - Bill Belknap

DESCRIPTION

The City was recently approached by representatives of First Step Internet who are working with the Whitepine School District to extend fiber optic service to the District's school facilities to provide high-speed internet access. First Step is seeking approval to install the underground conduit and fiber optic cable along the edge of the Paradise Path from the Alturas Drive crossing to the City's eastern city limit boundary just west of Carmichael Road. Staff has prepared a non-exclusive license agreement to allow the installation of the requested conduit and cable and, in exchange, First Step will provide the City with 1 fiber strand to the current, or future city limit boundary for the City's potential future use. The license agreement would have an initial term of 10 years, with a second 10-year renewal term. First Step would also be required to repair any damage to the pathway that may occur during the installation.

STAFF RECOMMENDATION

Recommend approval of the License Agreement with First Step Internet.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the License Agreement with First Step Internet, or take other action as deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. First Step Fiber License Agreement 2022

**NON-EXCLUSIVE GRANT OF LICENSE
BETWEEN CITY OF MOSCOW, IDAHO AND
FIRST STEP INTERNET**

THIS NON-EXCLUSIVE GRANT OF LICENSE (hereinafter "License") is made this ____ day of _____, 2022, by and between the CITY OF MOSCOW, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTOR") and FIRST STEP INTERNET, PO Box 9587, Moscow, Idaho 83843, a company of the State of Idaho (hereinafter "GRANTEE").

RECITALS

WHEREAS, GRANTOR holds ownership and reversionary rights to real property identified as abandoned railroad right-of-way between Styner Avenue and Carmichael Road in Moscow, Idaho (hereinafter "Property"), said rights described in Attachment "A" and hereto made a part of this License; and

WHEREAS, GRANTEE desires to install fiber optic cable and supporting equipment from Alturas Technology Park along said right-of-way in an easterly direction to the City limits located just west of Carmichael Road; and

WHEREAS, GRANTOR desires to grant such limited, non-exclusive licensed access for such purposes;

NOW, THEREFORE, in consideration of the recitals above which are incorporated into this License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as described below:

TERMS AND CONDITIONS

1. **LICENSE:** 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 Property for the purpose of installing, maintaining, replacing, or removing a two inch (2") conduit, fiber optic cable and equipment cabinet from the City's existing equipment cabinet located behind the Alturas Technology Park monument sign easterly to the City limits located west of Carmichael Road for the provision of telecommunications and information services, as depicted on Attachment B. 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. **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 fiber optic cable existing at the time of this License or temporarily placed within the Property by GRANTEE, or GRANTEE's agents or contractors shall remain the personal property of the GRANTEE or GRANTEE's agents or contractors during the term of this License;
- c. GRANTEE shall not interfere with the property rights 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 the fiber optic 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 personal 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 provide GRANTOR with one (1) strand of dark fiber from the proposed equipment cabinet to the current and/or future City limits for potential future non-commercial public uses.
2. NOTICE: Any notice under this License 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:
- | | |
|------------------|---------------------|
| GRANTOR: | GRANTEE: |
| City of Moscow | First Step Internet |
| PO Box 2603 | PO Box 9587 |
| Moscow, ID 83843 | 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. INDEMNITY AND HOLD HARMLESS: GRANTEE agrees to indemnify, defend, and hold harmless GRANTOR and its officers, agents and employees from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of GRANTEE, GRANTEE's agents, employees, or representatives under this License. GRANTEE specifically agrees to indemnify, defend and hold harmless GRANTOR and its officers, agents and employees from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with interruptions of service and/or use of public right of way.
4. CONDITION OF PROPERTY: GRANTEE shall not alter, construct or cause to be altered or constructed any attachments or connections to City's existing equipment cabinet. GRANTEE shall promptly repair and restore, to its prior condition, GRANTOR's real property or improvements within the Property if damaged or disturbed by GRANTEE or GRANTEE's contractors, agents or subcontractors. This includes repair and/or restoration of

any damage to pathway, fixtures, furnishings, and/or shoulder grading. GRANTEE shall monitor for and perform any necessary noxious weed abatement necessary as a result of ground disturbance during the installation, maintenance and/or repair of fiber optic cable within the licensed right-of-way for a period of one (1) year from the time of any such disturbance. If GRANTEE or GRANTEE's contractors or subcontractors fail to repair and/or restore Property, then the GRANTOR, at its sole discretion, may restore Property that GRANTEE has disturbed and/or damaged, 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.

5. **ACCESS BY CITY.** CITY shall have the right to access the Licensed area at any reasonable time to examine the same and determine the maintenance and state of repair. CITY shall make its best efforts to minimize disruption of utilization of License.
6. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** GRANTEE agrees and shall require its agents, 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 License, GRANTEE agrees and shall require its agents, 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 agents, 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 agent'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 agents, contractors or subcontractors), shall survive the termination of this License.

8. **TERM:** This License shall become effective upon signature by GRANTOR and shall have an initial term of ten (10) years with an option to renew for one additional ten (10) year term. Termination of this License by GRANTOR shall be allowed upon no less than ninety (90) days written notice from GRANTOR to GRANTEE. Upon termination of License, GRANTEE shall remove all GRANTEE's personal property, unless surrender of fiber optic cable and equipment is requested or otherwise approved in writing by GRANTOR. If fiber optic cable and/or equipment 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 Lease shall survive termination in the manner described in those sections.
9. **FORCE MAJEURE:** If any portion of the Property is damaged or destroyed by causes arising out of, directly or indirectly, unforeseen circumstances including forces beyond GRANTOR's control, which includes without limitation accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or disasters, GRANTOR may, at GRANTOR's discretion, cause the same to be repaired and restored. If such damage is the result of the negligence of GRANTEE or its employees, agents, or subcontractors, GRANTOR shall repair and restore Property at GRANTEE's expense. If any portion of the Property is so damaged as to be unfit for use or occupancy, the obligations of GRANTEE shall be adjusted accordingly. If any portion of the public right of way is destroyed to the extent of fifty percent (50%) or more, GRANTOR may, at its option, terminate this License rather than restore the Property. GRANTOR shall not be responsible to GRANTEE for any costs or other damages of any nature, including losses associated with any interruptions of GRANTEE's business, resulting from any damage or destruction of the Property that may be caused, directly or indirectly, by a force majeure.
10. **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.
11. **ASSIGNMENT OR SUBLETTING EXPRESSLY PROHIBITED:** GRANTEE shall not assign this License nor sublet the whole or any part thereof without the written consent of GRANTOR.
12. **DISCLAIMER OF WARRANTIES.** CITY makes no representations or warranties of any kind, either expressed or implied, including warranties of services and CITY system equipment, merchantability, and/or for fitness for a particular purpose, and assumes no obligation with respect to the enforcement of any manufacturers warranties and guarantees or merchantability. Verbal statements made by CITY employees, contractors, subcontractors, agents and designees

do not constitute warranties, shall not be relied on by GRANTEE, and are not part of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Grant to be executed.

GRANTOR: City of Moscow

GRANTEE: First Step Internet

By: Art Bettge, Mayor

Date

Date

Attest:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

Attachment A

CERTIFIED COPY

I do hereby certify that the foregoing
is a true copy of the original document
on record in this office. Date this 11
day of January 20 03

Susan Petersen
Exofficio Auditor & Recorder
Latah County, Idaho

472111

QUITCLAIM DEED

Rita Smith Deputy
THIS QUITCLAIM DEED made this 11th day of January, 200 2, by Latah County,
a political subdivision of the State of Idaho, by and through the Board of Latah County Commissioners,
522 S. Adams, Moscow, Idaho, 83843, Grantor, for value received, does hereby convey, release, remise
and forever quit claim unto

THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION, Grantee

All of the Grantor's interest in the following property located in Latah County, Idaho:

ALL that portion of Burlington Northern Railroad Company's (formerly Northern Pacific
Railway Company) Lewiston Branch Line right-of-way, described as follows, to-wit:

BEGINNING at the center point of Section 17, Township 39 North, Range 5 West; thence
continuing in a Southerly direction along the said center section line approximately 275 feet;
thence continuing in a Southeasterly direction along the Main Branch Line for approximately 982
feet. This point is the TRUE POINT OF BEGINNING; thence the portion of said Railroad
Company's 100.0 foot wide Branch Line right-of-way, being 50.0 feet wide on each side of said
Main Track centerline upon, over and across in a Southeasterly direction the remainder thereof of
said Section 17, Township 39 North, Range 5 West;

EXCEPTING THEREFROM all that portion of said Railroad Company's Branch Line right-of-way as
conveyed by A&K Railroad Materials, Inc. in a deed dated June 26, 1997 to Urban Renewal Agency of
the City of Moscow, Idaho, more particularly described as follows:

A 110 foot portion of the former Burlington Northern Railroad Moscow to Arrow right-of-way lying
between Stations 4597+74.43 and 4598+84.43 and located in the northeast quarter of the southeast
quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more
particularly described as follows:

Beginning at the southeast corner of said Section 17; thence N 0°7'50"W 1303.89 feet along the
east line of said Section 17 to the southerly boundary of said Burlington Northern Railroad right-
of-way; thence northwesterly 238.23 feet along said southerly right-of-way and along a curve
concave to the northeast, said curve having a radius of 1954.88 feet, a central angle of 6°58'56",
and a chord bearing N 71°24'14"W 238.08 feet to a point of tangency; thence continuing along
said southerly right-of-way N 67°57'46"W 302.72 feet to the TRUE POINT OF BEGINNING,
thence continuing along said southerly right-of-way N 67°57'46"W 110.00 feet; thence leaving
said right-of-way N 21°51'40"E 100.00 feet to a point on the northerly boundary of said railroad
right-of-way; thence S 67°57'46"E 110.0 feet along said northerly right-of-way; thence leaving
said northerly right-of-way S 21°51'40"W 100.0 feet to a point on the southerly railroad right-of-
way and the TRUE POINT OF BEGINNING. Said easement contains 11,000 square feet more
or less.

All that portion of said Railroad Company's 200.0 foot wide Branch Line right-of-way, being
100.0 foot wide on each side of said Main Track centerline upon, over and across the S ½ of
Section 16, Township 39 North, Range 5 West, bounded on the East and West by the East and
West lines of said Section 16.

Together with appurtenances.

Quitclaim Deed from Latah County

CERTIFIED COPY

IN CONSIDERATION THEREOF, the Grantee agrees to develop and construct upon said property a bicycle-pedestrian path within July 1, 2003 of the date of this Deed and at all times thereafter to maintain a bicycle-pedestrian path upon the property. In the event that Grantee fails to develop or maintain upon said property a bicycle-pedestrian path as provided, the ownership of the property shall revert to Latah County.

IT IS EXPRESSLY UNDERSTOOD AND AGREED between Grantor and Grantee that Grantor makes no representations, covenants, or warranty of any kind whatsoever. By this instrument, the parties intend that Grantor release to Grantee whatever interest Grantor may have in the above property, if any.

IN WITNESS WHEREOF, Grantor(s) and Grantee(s) have hereunto set their hands on the 16th day of December, 2002.

GRANTOR:
BOARD OF LATAH COUNTY COMMISSIONERS

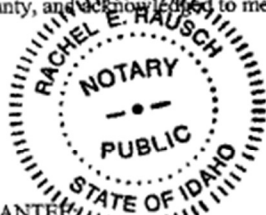
By: Paul J. Kimmell
Paul J. Kimmell, Chair

ATTEST:

Susan R. Petersen
Susan R. Petersen, Latah County Clerk
(2-16-2002)

STATE OF IDAHO)
) ss.
County of Latah)

On this 16th day of December, 2002, before me a Notary Public, personally appeared Paul J. Kimmell, known to me to be the Chair of the Board of County Commissioners of Latah County, and acknowledged to me that Latah County executed the same.



Rachel E. Hausch
NOTARY PUBLIC, in and for the State of Idaho
Residing at Moscow
My Commission Expires: 9-7-2005

GRANTEE
CITY OF MOSCOW

By: Marshall H. Comstock
Marshall H. Comstock, Mayor

ATTEST:

Christine Bainbridge
Christine Bainbridge, City Clerk

STATE OF IDAHO)
) ss.
County of Latah)

On this 18th day of December, 2002, before me a Notary Public, personally appeared Marshall H. Comstock, known to me to be the Mayor of the City of Moscow, and acknowledged to me that City of Moscow executed the same.



Stephanie Kalasz
NOTARY PUBLIC, in and for the State of Idaho
Residing at Moscow
My Commission Expires: 5/24/05

472111

AT THE REQUEST OF:

City of Moscow

DATE & HOUR:
11/16/03 11:33 AM

SUSAN PETERSEN
LATAH COUNTY RECORDER

SEE 8 9203 11/16/03
MOSCOW, ID 83843 deputy

REAL ESTATE DONATION AGREEMENT BETWEEN
CITY OF MOSCOW, IDAHO AND LATAH COUNTY, IDAHO

THIS AGREEMENT is entered into this 16th day of December, 2002, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter referred to as "CITY"), and Latah County, Idaho, a political subdivision of the State of Idaho (hereinafter referred to as "COUNTY") for the purpose of donating real property to City of Moscow, Idaho for use as a pedestrian/bicycle path.

WITNESSETH:

WHEREAS, COUNTY is record owner of property generally described as abandoned railroad right-of-way between Styner Avenue and Carmichael Road and more particularly described in Attachment A hereto (hereinafter referred to as "PROPERTY") within COUNTY; and

WHEREAS, COUNTY wishes to see PROPERTY developed as a pedestrian/bicycle path for the use of all COUNTY residents and the public in general; and

WHEREAS, CITY desires to develop such PROPERTY as a pedestrian/bicycle path for use of all COUNTY and CITY residents and the public in general; and

WHEREAS, COUNTY believes it to be in the best interest of the public to donate by Quitclaim deed PROPERTY to CITY for purposes of CITY's development of PROPERTY as a pedestrian/bicycle path; and

WHEREAS, Idaho Code § 67 2322 allows for conveyance or transfer of property to be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the granting unit (in this case COUNTY); and

WHEREAS, CITY wishes to receive such PROPERTY for the purpose of developing it as a pedestrian/bicycle path;

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

I. COUNTY shall transfer permanently to CITY, PROPERTY for purposes of the development of such PROPERTY as a pedestrian/bicycle path. PROPERTY shall transfer to CITY by Quitclaim and without consideration or payment to CITY.

II. CITY shall do the following:

CITY shall receive PROPERTY from COUNTY on a permanent basis through Quitclaim for the specific purposes of developing and preserving such PROPERTY as a pedestrian/bicycle path. CITY shall make its best effort to ensure that PROPERTY be used as a pedestrian/bicycle path in perpetuity.

472109

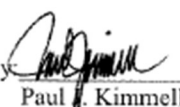
IN WITNESS WHEREOF, the parties caused this AGREEMENT to be executed to be effective the day and year first set forth above.

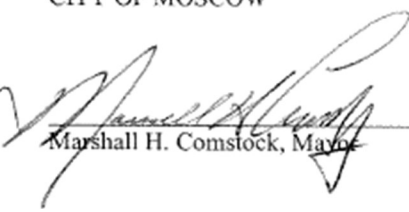
THIS AGREEMENT was approved by the Moscow City Council at their regular meeting on the 16th day of December, 2002.

THIS AGREEMENT was approved by the Latah County Commissioners at their regular meeting on the 16th day of December, 2002.

LATAH COUNTY:
BOARD OF LATAH COUNTY COMMISSIONERS

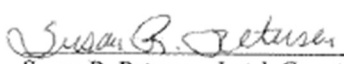
CITY OF MOSCOW

By 
Paul J. Kimmell, Chair


Marshall H. Comstock, Mayor

ATTEST:

ATTEST:

 12-16-2002
Susan R. Petersen, Latah County Clerk


Christine Bainbridge, City Clerk

\\Chris Bainbridge\\Agreements & Contracts\\Real Estate Donation Agreement County City Trail.doc

Real Estate Donation Agreement Between County and City

Page 2 of 3

ATTACHMENT 'A'

ALL that portion of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) Lewiston Branch Line right-of-way, described as follows, to-wit:

BEGINNING at the center point of Section 17, Township 39 North, Range 5 West; thence continuing in a Southerly direction along the said center section line approximately 275 feet; thence continuing in a Southeasterly direction along the Main Branch Line for approximately 982 feet. This point is the TRUE POINT OF BEGINNING; thence the portion of said Railroad Company's 100.0 foot wide Branch Line right-of-way, being 50.0 feet wide on each side of said Main Track centerline upon, over and across in a Southeasterly direction the remainder thereof of said Section 17, Township 39 North, Range 5 West;

472109
NO. _____
AT THE REQUEST OF: City of Moscow
DATE & HOUR: 11/6/03 11:33 AM
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE: 10 BY: Almuth
P.O. BOX 9203 deputy
Moscow, Id 83843

Real Estate Donation Agreement Between County and City

Page 3 of 3

GENERAL CONSTRUCTION NOTES

RESTORATION: ALL GROUND/RIGHT OF WAY JOBS WILL BE RESTORED TO ORIGINAL CONDITION, OR BETTER.

ALL BUILDING ENTRIES WILL BE SEALED AND COMPLETED TO CUSTOMER'S SATISFACTION.

BURIED FIBER OPTIC WARNING SIGNS SHALL BE PLACED AT EACH SIDE OF ALL ROAD CROSSING, CULVERTS, AND DITCHES AND IN A STRAIGHT RUNNING LINE WITH THE FIBER OPTIC CABLE. NO GRATER THEN 500' IN SEPARATION.

APPROVED DRAWINGS: CONTRACTOR WILL HAVE ON JOB SITE THE APPROVED, STAMPED DRAWINGS FROM THE UTILITY, AND OR FROM THE OSP MANAGER.

PERMITS: CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS EXCEPT FOR STATE HWY, RAILROAD OR WATER CROSSING PERMITS, OR WHAT OTHER IS AGREED UPON, AND WILL COMPLY WITH ALL RULES AND REGULATIONS ASKED FOR BY THESE AGENCIES.

CONSTRUCTION: CONTRACTOR/OSP MANAGER WILL COORDINATE AND NOTIFY 24 HRS PRIOR TO CONSTRUCTION BUILDING OWNERS OR TENANTS. TO GET ACCESS WITH WORK START TIMES TO BUILDING MANAGEMENT. WARNING TAPE 1' ABOVE AND TRACER WIRE IN ALL UG CONDUITS. SEAL ALL RISERS AND BUILDING ENTRIES.

FOLLOW ALL NESC RULES AND CONSTRUCTION GUIDELINES.

FIBER OPTIC PLACEMENT: NOTIFY OSP MANAGER IF ANY CHANGES TO DRAWINGS NEED TO BE PERFORMED. DO NOT MAKE RANDOM CHANGES WITHOUT PERMISSION FROM THE OSP MANAGER. SLACK STORAGE AND VAULT PLACEMENTS HAVE BEEN ENGINEERED WITH SEVERAL FACTORS IN MIND AND IF NEED TO BE MOVED THEY NEED TO BE STUDIED FOR LOADING AND OTHER REASONS.

VAULTS: ALL FIBER SHALL BE MARKED AS TO THE DIRECTION IN EACH VAULT. RED-NORTH, GREEN-SOUTH, YELLOW-EAST, AND BLUE-WEST.

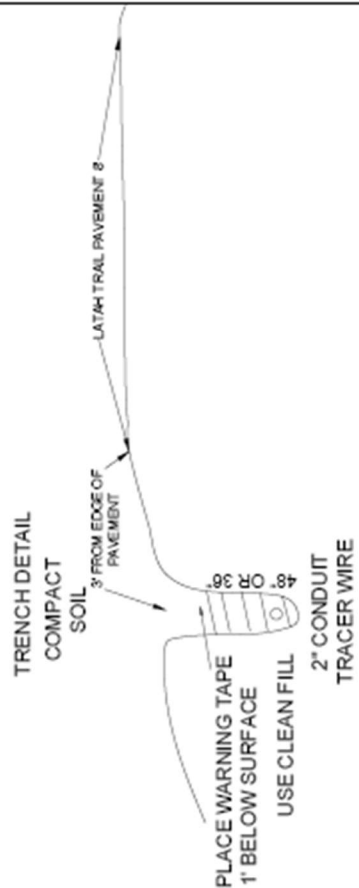
LOCATES: CONTRACTOR IS RESPONSIBLE FOR CALLING OF LOCATES AND IS RESPONSIBLE FOR REPAIR AND RESTORATION.

TAGGING AND RECORDING: RECORD SEQUENTIAL #'S AT ALL ATTACHMENTS AND ID TAG ALL ATTACHMENTS. RETURN AS-BUILT DRAWINGS TO OSP MANAGER IN A TIMELY MANNER.

SLACK STORAGE: 100' IN VAULTS WHERE THERE IS ROOM FROM. 200' AERIAL SLACK AND 50' IN ALL TELECO DEMARKS.

FILL OLD HOLES IN POLES.

**BOND TO ALL UTILITY MGN'S
ALWAYS CALL FOR LOCATES**



TRENCH DETAIL

COMPACT SOIL

3" FROM EDGE OF PAVEMENT

PLACE WARNING TAPE 1' BELOW SURFACE

USE CLEAN FILL

2" CONDUIT

TRACER WIRE

LATAH TRAIL PAVEMENT 8"



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

**FIRST STEP
INTERNET**

LATAH TRAIL

DESIGNED - DENNY MYERS 509-939-4260 DENNY@BIGBEARTELECOM.COM
FIRST STEP INTERNET BRIAN RENFRO 208-790-2705 BRIAN@FSR.COM

DATE	DRAWING REVISIONS
11/6/2021	
SHEET	
2 OF 8	

