



Public Works / Finance Committee

Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

4:30 PM

Council Chambers

September 10, 2018

206 E. Third St.

Action Items

1. Approval Of Public Works/Finance Committee August 27, 2018 Minutes (ACTION ITEM) – Laurie M. Hopkins

Documents:

[PWF MINUTES OF AUG 27, 2018.PDF](#)

2. Disbursement Report For August 2018 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending August 2018.

ACTION: Sign the Disbursements Report for the month of August 2018.

Documents:

[DISBURSEMENT REPORT FOR AUGUST.PDF](#)

3. Itani Park Concrete Slab And Pathway Project (ACTION ITEM) - David Schott

The Parks and Recreation Department is requesting authorization to retain McCall's Classic Construction, Inc., for the Itani Park Concrete Slab and Pathway Project in the amount of \$49,877 with a ten percent contingency of \$4,987.70 for a total amount not to exceed \$54,864.70. The City issued a solicitation for bids to five (5) concrete contractors on August 24, 2018 for the Itani Park Concrete Slab and Pathway Project. One (1) bid proposal was received with a Base Bid of \$47,327 and Add Alternate No.1 in the amount of \$1,000 and Add Alternate No. 2 in the amount of \$1,550. The project includes a concrete pathway and concrete pad for the installation of a playground. The playground purchase was authorized by City Council on June 18, 2018. After completion of the concrete pathway and playground pad, the playground will be installed. Installation of the playground will be dependent upon seasonal construction conditions. The funding source is the Hamilton Fund, and was approved through the FY2018 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution

2017-07, individual projects will be authorized through the annual budget authorization.

PROPOSED ACTIONS: Recommend authorization to retain McCall's Classic Construction, Inc. and award the contract in the amount of \$49,877 for Base Bid, Add Alternative No. 1, and Add Alternate No. 2, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount with funding source from the Hamilton Fund, or provide Staff further direction.

Documents:

[ITANI PARK PROJECT.PDF](#)

4. Urban Berm Addition Development Agreement (ACTION ITEM) - Bob Buvel

Tyler M. George has submitted to the City a final plat for the development of his property at 921 and 925 Public Avenue. On June 4, 2018, the City Council approved a preliminary plat for this property. The final plat is titled the Urban Berm Addition and will be presented for City Council approval on September 17th. Should the final plat be approved by City Council, a development agreement will be needed to address construction of the required public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

PROPOSED ACTIONS: Conditioned upon approval of the Final Plat, recommend approval of the Development Agreement with Tyler M. George for the Urban Berm Addition; or provide Staff further direction.

Documents:

[URBAN BERM DEV AGRMT.PDF](#)

5. Urban Berm Addition Monumentation Agreement (ACTION ITEM) - Bob Buvel

Tyler M. George is the owner and developer of the proposed Urban Berm Addition on the lots currently addressed as 921 and 925 Public Avenue. The subdivision received preliminary plat approval on June 4, 2018 and the final plat is being presented for City Council consideration at the September 17, 2018 City Council meeting. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

PROPOSED ACTIONS: Conditioned upon approval of the final plat at the September 17, 2018 City Council meeting, recommend approval of the Monumentation Agreement for the Urban Berm Addition with Tyler M. George, or provide Staff further direction.

Documents:

[URBAN BERM MONUMENTATION AGRMT.PDF](#)

Reports

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~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
August 27, 2018

4:30 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:30 PM

PRESENT: Kathryn Bonzo Chair, Jim Boland Councilmember, Brandy Sullivan Councilmember

OTHERS: Mayor Lambert, Council Member Art Bettge, Council Member Gina Taruscio

STAFF: Gary J. Riedner, Dwight Curtis, David Schott, Leah Carlson, Bill Belknap, Renee Tack, Mia Vowels, Scott Bontrager, Laurie M. Hopkins

1. Approval of Public Works/Finance Committee August 13, 2018 Minutes – Laurie M. Hopkins

RESULT: ACCEPTED [UNANIMOUS]

AYES: Kathryn Bonzo, Jim Boland, Brandy Sullivan

2. 1105 & 1121 West A St Lot Line Adjustment – Leah Carlson

The owner of University Village Apartments is proposing a lot line adjustment between two parcels located at 1105 and 1121 West 'A' Street. Parcel B, which currently has two multi-family apartment buildings constructed upon it, is proposed to be reduced from 46,040 square feet to 40,740 square feet in size and Parcel C is proposed to be expanded from 9,777 square feet to 15,077 square feet. The purpose of the lot line adjustment is to accommodate future development on Parcel C. The subject property is located within the Residential/Office Zoning District which has a minimum lot area of 5,000 square feet and minimum lot width of 50 feet. A proposed access easement will provide access to Parcels B and C from West A St, utilizing an existing approach.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; deny the lot line adjustment request; or take other action as deemed appropriate.

Carlson introduced the item as written above and showed the neighborhood zoning. The parking requirement for parcel A and B are within their respective lots. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT: RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]

AYES: Kathryn Bonzo, Jim Boland, Brandy Sullivan

3. Dog Park Grounds and Drainage Rehabilitation Project – David Schott

The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of \$6,985. The budgetary line item for the expense will be Parks and Recreation, Parks Professional Services 120-165-30-642-10.

The one acre dog park is located on White Avenue next to the Humane Society of the Palouse. The grand opening of the dog park was held on July 17, 2001. Over the years, the majority of the turf has degraded due to continuing overuse, and is unrepairable in its present condition. As a result, the area becomes very muddy and basically unusable during the rainy season.

Minutes Acceptance: Minutes of Aug 27, 2018 4:30 PM (Regular Items)

Design services will include an evaluation of the area, surfacing, drainage, grading, construction drawings, and an estimate of construction costs to mitigate the muddy conditions of the dog park.

The Public Works / Finance Committee reviewed and recommended approval to retain Hodge and Associates for design services for the Dog Park Grounds and Drainage Rehabilitation Project on August 27, 2018.

PROPOSED ACTIONS: Recommend authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of \$6,985 or provide staff further direction.

Schott introduced the item as written above adding the cost is budgeted in FY2019. Possible options for surface of the area could be turf, pea gravel, decomposed granite, or bark and the design surfaces will include a suggested turf. Bonzo asked questions regarding cleanup of dogs. Curtis said they hope to eventually bring a proposal for a future dog park. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

4. Third and Jackson Sidewalk Replacement Bid Results – Scott Bontrager

The City published an advertisement for bids on August 3, 2018 for Third And Jackson Sidewalk Replacement Project. This project is a joint effort between the City, Moscow Urban Renewal Agency, and the property owner to replace the deficient sidewalk around the property located on the SE Corner of Third and Jackson Streets as well as upgrade the furniture zone and lighting to meet the current design recommendations for the downtown streetscape. The base bid for the project includes removing and replacing concrete sidewalk, curb, tree wells, illumination system, and installing concrete pavers along the North and West frontage of 129 West Third Street. The Engineer's estimate for the project was \$33,104.00.

Bid opening for the project took place on August 14, 2018, at which one bid was received. McCall's Classic Construction was the apparent low bidder on the project, with a bid of \$37,794.50.

PROPOSED ACTIONS: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract in the amount of \$37,794.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

Bontrager introduced the item as written above saying this project has been in the works since Fall 2016. The mobilization and traffic control was a bit higher than the engineers estimate but the concrete and pavers were less than estimated. Of the bid amount, approximately \$20,000 is covered by the City sidewalk program and approximately \$9,000 from MURA for the lighting and pavers. The property owner pays 70% of the concrete removal and replacement which calculates to approximately \$9,000. The second phase of this project is to replace the pedestrian ramp next summer. That will use ITD curb ramp monies.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

Adjourn

The meeting was closed at 4:45 PM

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 09/10/2018**Title:** Disbursement Report for August 2018 (ACTION ITEM)**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending August 31, 2018. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$4,067,062.10.

Payroll	\$1,568,391.00
Professional Services	181,950.00
Sanitation	274,110.00
Reimbursable Grant Supplies	6,464.00
Supplies	160,291.00
ACH Wells Fargo	57,117.00
Vehicles	22,347.00
Utilities	84,068.00
Capital Outlay	748,527.00
Capital Outlay-Improvements	723,468.00
Contractual Payments	25,818.00
Total	\$3,852,551.00

STAFF RECOMMENDATION: Approve report.

ACTION: Sign the Disbursements Report for the month of August 2018.

Necessary Resources/Impacts

\$4,067,062.10

Attachments

Disbursements Report FY18
Cash & Investments Balances 2018
Revenue August 2018 2

DISBURSEMENTS REPORT FOR AUGUST 2018													
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	PAYROLL	GRAND TOTALS
		8/1/2018	8/2/2018	8/10/2018	8/16/2018	8/23/2018	8/30/2018	8/6/2018 8/17/2018 00007.08.2018	8/20/2018	8/3/2018	8/17/2018	8/31/2018	
BATCH #		00002.08.2018	00001.08.2018	00003.08.2018	00005.08.2018	00006.08.2018	00008.08.2018	00004.08.2018 00007.08.2018	00003.08.2018	00100.08.2018	00200.08.2018	00300.08.2018	
CHECK #'s		88273	88274-88381	88382-88471	88472-88538	88539-88610	88611-88691	August's CC ACHS	88466	20762-20766 20768-20772	20767 20773-20782	20783-20785	
Fund #	ACH for Wells Fargo to be Imported 9/4/18							33,377.75					33,377.75
101	GENERAL		25,367.09	51,130.16	14,071.89	22,407.24	5,634.96	11,117.91		296,410.28	308,278.28	251,191.31	985,609.12
105	STREETS		16,436.54	1,819.67	59,484.99	27,996.11	1,587.28	1,607.46		25,316.00	25,696.82	20,225.78	180,170.65
120	RECREATION AND CULTURE		17,582.25	16,541.82	12,558.80	14,398.83	9,511.92	7,260.99	(53.87)	97,574.03	95,375.16	72,308.44	343,058.37
121	MSD COMM. PLAY FIELDS			24,608.81	2,216.32		3,603.28			1,561.58	1,615.24	1,301.99	34,907.22
123	1912 CENTER			7,916.67									7,916.67
128	TRANSIT CENTER			1,325.94	6.18	59,647.40							60,979.52
220	WATER		12,474.83	22,019.28	41,802.02	5,931.88	17,062.53	770.68		47,294.12	48,295.27	41,155.84	236,806.45
230	SEWER		10,410.26	18,480.29	22,283.11	18,838.22	8,683.63	1,133.22		48,788.71	50,204.46	41,354.40	220,176.30
240	SANITATION		4.24	87,216.86	2,085.86	170,088.24	6,922.50	93.00		3,757.26	3,843.54	3,412.41	277,423.91
290	FLEET		28,370.24	46,413.10	2,535.40	986.92	86.00	1,135.69		12,535.98	12,833.00	10,853.07	115,749.40
295	INFORMATION SYSTEMS		14,991.93		246.61		10,332.98	620.79		16,300.15	16,430.60	14,477.06	73,400.12
320	WATER CAPITAL PROJECTS		224,574.58		63,375.95	25,215.03	88,211.64						401,377.20
330	SEWER CAPITAL PROJECTS		21,991.12			1,778.08	16,421.99						40,191.19
340	SANITATION CAPITAL PROJ												0.00
350	CAPITAL PROJECTS		570,626.67	76,244.25	9,496.50	37,994.15	123,031.66						817,393.23
355	LID CONSTRUCTION												0.00
380	HAMILTON - PARKS & REC												0.00
590	BONDS & INTEREST												238,525.00
	TOTAL	238,525.00	942,829.75	353,716.85	230,163.63	385,282.10	291,090.37	57,117.49	(53.87)	549,538.11	562,572.37	456,280.30	4,067,062.10

WIRE Transfers:

_____ Kathryn Bonzo, Chair

_____ Brandy Sullivan

_____ Jim Boland

_____ Gary J. Riedner, Acting Finance Director

City of Moscow Cash and Investments Balances as of 8/31/2018		
Fund	Year to Date Balance	
General Fund	\$	6,034,960.53
Street Fund	\$	1,584,824.96
Culture & Recreation	\$	1,311,373.26
MSDCPF	\$	134,976.32
1912 Fund	\$	74,329.37
Art Fund	\$	-
Transit Center	\$	50,937.95
Water Fund	\$	2,758,354.13
Sewer/WWTP	\$	3,976,732.84
Sanitation Fund	\$	2,315,703.91
Fleet Fund	\$	2,480,392.26
Information Systems	\$	1,844,460.46
Water Capital	\$	6,176,596.38
Sewer Capital	\$	7,418,350.74
Capital Projects	\$	4,679,050.33
Sanitation Capital	\$	4,822,458.11
LID construction	\$	180,297.32
Hamilton	\$	2,573,968.23
Bond & Interest	\$	11,469.09
LID Funds	\$	26,558.09
Payroll Service	\$	540,648.59
Total Cash & Investments	\$	48,996,442.87

RECEIPTS REPORT FOR AUGUST 2018

RECEIPTS REPORT FOR AUGUST 2018												
FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	43,315.40	80,168.31	160,110.07	291,000.55	128,577.01	15,325.20	31,744.75	939.20	2,550.00	4,407.11	758,137.60
105	STREETS	6,238.65	0.00	0.00	0.00	24,865.52	0.00	0.00	655.00	0.00	0.00	31,759.17
120	RECREATION AND CULTURE	0.00	0.00	0.00	4,033.00	74,570.33	0.00	0.00	255.55	8,800.00	0.00	87,658.88
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,631.55	0.00	0.00	0.00	0.00	0.00	0.00	6,631.55
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	1,379.54	0.00	0.00	0.00	0.00	88.01	1,467.55
220	WATER	0.00	0.00	0.00	0.00	725,952.96	0.00	45,248.70	0.00	0.00	0.00	771,201.66
230	SEWER	0.00	0.00	0.00	0.00	571,402.52	0.00	0.00	1,127.12	0.00	0.00	572,529.64
240	SANITATION	0.00	0.00	0.00	0.00	390,514.31	0.00	0.00	2,000.20	0.00	0.00	392,514.51
290	FLEET	0.00	0.00	0.00	0.00	71,523.45	0.00	0.00	3,085.00	0.00	0.00	74,608.45
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	97,568.34	0.00	0.00	6.72	0.00	0.00	97,575.06
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	250.00	0.00	0.00	250.00
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	0.00	200.00	0.00	0.00	200.00
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	4,329.43	0.00	0.00	0.00	4,329.43
590	BOND & INTEREST	1,378.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,378.61
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		50,932.66	80,168.31	160,110.07	301,665.10	2,086,353.98	15,325.20	81,322.88	8,518.79	11,350.00	4,495.12	2,800,242.11

Attachment: Revenue August 2018 2 (1803 : Disbursement Report for August 2018 (ACTION ITEM))

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 09/10/2018**Title:** Itani Park Concrete Slab and Pathway Project (ACTION ITEM)**Responsible Staff:** David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting authorization to retain McCall's Classic Construction, Inc. for the Itani Park Concrete Slab and Pathway Project in the amount of \$49,877 with a ten percent contingency of \$4,987.70 for a total amount not to exceed \$54,864.70.

The City issued a solicitation for bids to five (5) concrete contractors on August 24, 2018 for the Itani Park Concrete Slab and Pathway Project. One (1) bid proposal was received with a Base Bid of \$47,327 and Add Alternate No.1 in the amount of \$1,000 and Add Alternate No. 2 in the amount of \$1,550.

The project includes a concrete pathway and concrete pad for the installation of a playground. The playground purchase was authorized by City Council on June 18, 2018. After completion of the concrete pathway and playground pad, the playground will be installed. Installation of the playground will be dependent upon seasonal construction conditions.

The funding source is the Hamilton Fund, and was approved through the FY2018 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects will be authorized through the annual budget authorization.

STAFF RECOMMENDATION: Recommend Council authorization to retain McCall's Classic Construction, Inc. and award the contract in the amount of \$49,877 for Base Bid, Add Alternative No. 1, and Add Alternate No. 2, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount with funding source from the Hamilton Fund.

PROPOSED ACTIONS: Recommend Council authorization to retain McCall's Classic Construction, Inc. award the contract in the amount of \$49,877 for Base Bid, Add Alternative No. 1, and Add Alternate No. 2, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount with funding source from the Hamilton Fund, or provide Staff further direction.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

Construction Agreement-Itani Park Concrete Slab and Pathway Project; 2018;mv(clean)

Itani Park Bid

Bid Tally - Itani Park Concrete Slab and Pathway

**CONSTRUCTION AGREEMENT
FOR ITANI PARK CONCRETE SLAB AND PATHWAY PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR ITANI PARK CONCRETE SLAB AND PATHWAY PROJECT **BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC.** (hereinafter "Agreement"), dated this ____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter, "CITY") and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403, (hereinafter, "CONTRACTOR"):

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's bid;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR concerning the work to be performed are this Agreement, pages one (1) through five, (5) and the following:

1. Invitation to Bid;
2. Project Specifications titled: ITANI PARK CONCRETE SLAB AND PATHWAY PROJECT
3. Bid/Proposal of CONTRACTOR, dated August 31, 2018, physically attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, physically attached to this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents, contained herein under Article 1. for CITY project (hereinafter "Project") titled:

ITANI PARK CONCRETE SLAB AND PATHWAY PROJECT

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before Fifteen (15) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Forty Nine Thousand Eight Hundred Seventy Seven Dollars and Zero Cents (\$49,877.00) for Base Bid, Alternate Number One and Alternate Number Two (the Contract Sum), as submitted by Contractor. In no event shall Contract amount exceed CONTRACTOR's bid amount of Forty Nine Thousand Eight Hundred Seventy Seven Dollars and Zero Cents (\$49,877.00) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Assistant Parks and Recreation Director, and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. ADHERENCE TO LAW REQUIRED

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

**ARTICLE 11.
EMPLOYMENT DISCRIMINATION**

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

**ARTICLE 12.
LEGAL FEES**

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

**ARTICLE 13.
JURISDICTION AND VENUE**

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

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

**ARTICLE 15.
COMMUNICATIONS**

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

CONTRACTOR:

McCall's Classic Construction, Inc.
 Chad McCall, Owner
 945 Beachview Boulevard
 Clarkston, Washington, 99403

CITY:

City of Moscow
 David Schott
 Assistant Parks and Recreation Director
 650 North Van Buren Street
 P O Box 9203
 Moscow, Idaho 83843

ARTICLE 16.
APPROPRIATIONS AND APPROVAL

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

ARTICLE 17.
APPROVAL REQUIRED

This Agreement shall not become effective or binding until approved by CITY.

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

CONTRACTOR:

McCall's Classic Construction, Inc.

CITY:

City of Moscow, Idaho

By: _____

 Bill Lambert, Mayor

ATTEST:

 Laurie M. Hopkins, City Clerk

Approved as to Form:

 Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
 COUNTY OF LATAH)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for McCall's Classic Construction, Inc.

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

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 8-31-2018

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for ITANI PARK CONCRETE SLAB AND PATHWAY PROJECT, (hereinafter "Project"), specified herein and which construction documents are on file with the Assistant Parks and Recreation Director, City Shop - Parks, 650 North Van Buren Street, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Assistant Parks and Recreation Director.
8. The undersigned, as a bidder, acknowledges that Addenda Number NA through NA have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned holds Idaho State Contractor's License Number 14493-A-4
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
a. <u>None</u>			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for ITANI PARK CONCRETE SLAB AND PATHWAY PROJECT as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE**Base Construction Bid**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ 3000. ⁰⁰	\$ 3,000. ⁰⁰
2.	Grading	334 C.Y.	\$ 25. ⁰⁰	\$ 8,350. ⁰⁰
3.	¾" (-) Aggregate	163 Ton	\$ 25. ⁰⁰	\$ 4,075. ⁰⁰
4.	Six-Inch Thick Reinforced Concrete Slab	3,392 S.F.	\$ 7. ⁰⁰	\$ 23,744. ⁰⁰
5.	Six-Inch Thick Reinforced Concrete Sidewalk	1,094 S.F.	\$ 7. ⁰⁰	\$ 7,658. ⁰⁰
6.	Traffic Control	1 L.S.	\$ 500. ⁰⁰	\$ 500. ⁰⁰
Base Bid Total				\$ 47,327.⁰⁰

Alternative Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Erosion Control	1 L.S.	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
2.	Hydroseeding	6200 S.F.	\$.25	\$ 1,550. ⁰⁰

McCAUS CLASSIC CONSTRUCTION
Firm Name of Bidder

[Signature]
Signature of Bidder

ESTIMATOR / PROJECT MANAGER
Official Title

SEAL (if incorporated)

945 BEACHVIEW BLVD
Bidders Mailing Address CHICKSON WA 9940

14493-A-4
Public Works License No.

WASHINGTON
State of Incorporation if Incorporated

Dated at 7:30 am This 31st day of August, 2018

BID TABULATION			
Project: Itani Park Concrete Slab and Pathway Project			
Semi Formal Bid Opening Date and Time: August 31, 2018, 1:00 PM PST			
Concrete Budget: \$62,750			
Contractor	Units	McCall's Classic Construction	Estimate (Hodge)
Mobilization	1 LS	\$ 3,000.00	\$ 2,500.00
Grading	334 C.Y.	\$ 8,350.00	\$ 10,020.00
¾" (-) Aggregate	163 Ton	\$ 4,075.00	\$ 5,542.00
Six-Inch Thick Reinforced Concrete Slab	3,392 S.F.	\$ 23,744.00	\$ 27,136.00
Six-Inch Thick Reinforced Concrete Sidewalk	1094 S.F.	\$ 7,658.00	\$ 8,752.00
Traffic Control	1 L.S.	\$ 500.00	\$ 2,000.00
Base Bid Total:		\$ 47,327.00	\$ 55,950.00
Alternate #1: Erosion Control	1 L.S.	\$ 1,000.00	\$ 3,000.00
Alternate #2: Hydroseeding	6200 S.F.	\$ 1,550.00	\$ 2,232.00
Construction Contingency (10%)		\$ 4,987.70	\$ 6,118.20
Concrete Total:		\$ 54,864.70	\$ 67,300.20

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 09/10/2018**Title:** Urban Berm Addition Development Agreement (ACTION ITEM)**Responsible Staff:** Bob Buvel

Information

DESCRIPTION: Tyler M. George has submitted to the City a final plat for the development of his property at 921 and 925 Public Avenue. On June 4, 2018, the City Council approved a preliminary plat for this property. The final plat is titled the Urban Berm Addition and will be presented for City Council approval on September 17th. Should the final plat be approved by City Council, a development agreement will be needed to address construction of the required public improvements, parkland dedication, and as-constructed drawings. The attached agreement covers these items.

STAFF RECOMMENDATION: Conditioned upon approval of the Final Plat, recommend approval of the Development Agreement with Tyler M. George for the Urban Berm Addition.

PROPOSED ACTIONS: Conditioned upon approval of the Final Plat, recommend approval of the Development Agreement with Tyler M. George for the Urban Berm Addition, or provide Staff further direction.

Necessary Resources/Impacts

N/A

Attachments

DEVELOPMENT AGREEMENT-Urban Berm(2018)_Revised;mv(clean)
3945 Plat 7-20-18

**DEVELOPMENT AGREEMENT
BETWEEN TYLER M. GEORGE
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN TYLER M. GEORGE AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2018, by and between Tyler M. George, whose address is 1137 Driscoll Ridge Rd., Troy, ID 83871 (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 Urban Berm Addition subdivision to the City of Moscow, Latah County, Idaho; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED.

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

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 8, Township 39 North, Range 5 West, Boise Meridian, in the City of Moscow, Latah County, State of Idaho and more particularly described as follows:

Commencing at the northeast corner of Block 1 of Reynolds Addition to the City of Moscow, thence, along the south right-of-way of Public Avenue S89°13'18"E, 109.75 feet to the Point of Beginning:

Thence, continuing along said right-of-way, S89°13'18"E 269.68 feet to the northwest corner of the Condominium Plat of Public Heights;

Thence, departing said right-of-way, along the west line of said Condominium Plat S0°23'06"W, 90 feet to the southwest corner of the Condominium Plat and a point on the north line of Quitclaim Deed, Instrument #505065;

Thence, along said north line N89°13'18"W 269.75 feet to the northwest corner of said Quitclaim Deed and a point on the east line of Quitclaim Deed, Instrument #541566;

Thence, along said east line N0°26'10"E 90.00 feet to the Point of Beginning.

Parcel Contains 24,274 Square Feet, 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 stop signs, street signs, etc.), 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.
- 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 attach 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. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

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

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

Prior to construction of the subdivision, DEVELOPER agrees to make a payment in the amount of Four Hundred Ninety-Nine and 50/100 Dollars (\$499.50) in lieu of a parkland dedication required in Moscow City Code Section 5-1-5. F.

X. PHASING. No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

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

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

Tyler M. George
 1137 Driscoll Ridge Rd.
 Troy, ID 83871
 Phone: (208) 550-8178

CITY

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

XIX. UNDERSTANDING.

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

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

DEVELOPER:

CITY:

City of Moscow, Idaho

 Tyler M. George

 Bill Lambert, Mayor

ATTEST:

 Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
 COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Tyler M. George known to me to be the owner of the affected property.

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

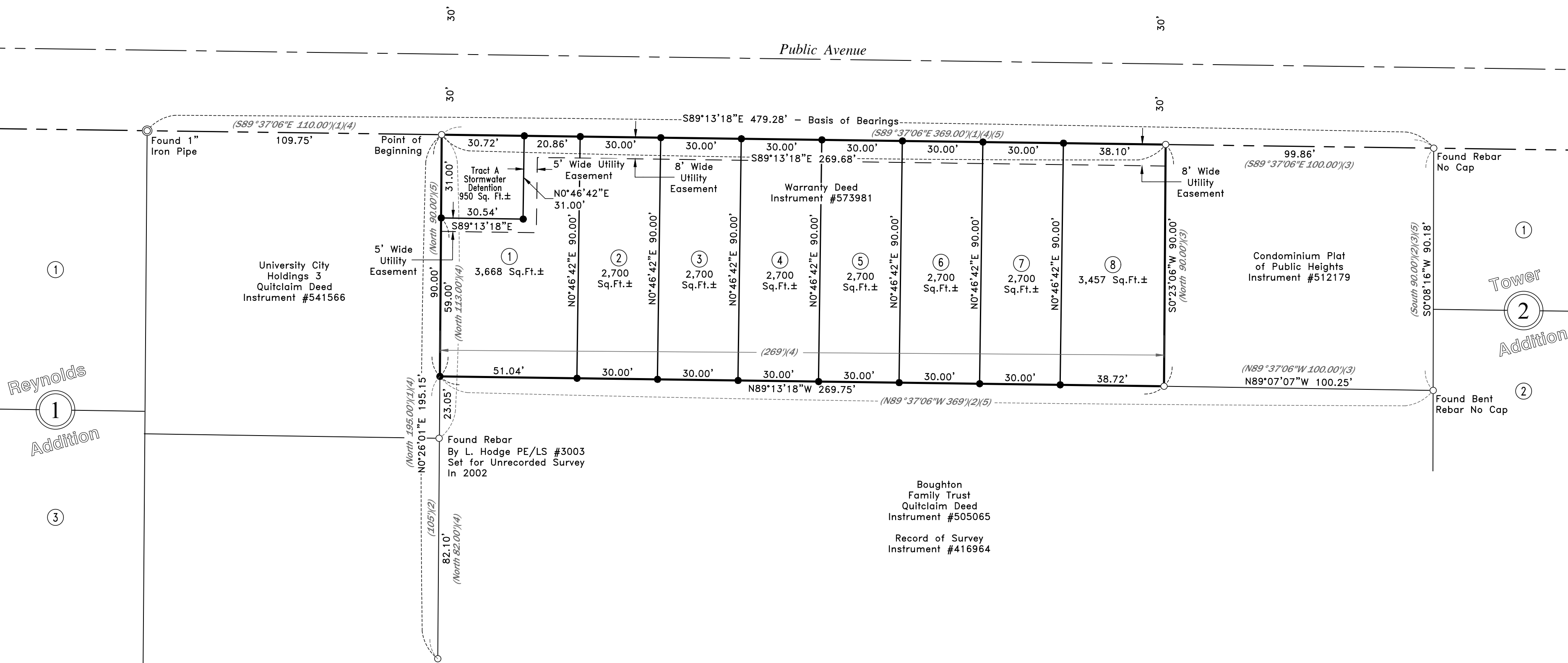
(seal)

 NOTARY PUBLIC _____

Residing at _____

My Commission _____

Section 8, T39N, R5W, BM



Basis of Bearings

The Basis of Bearings for this survey in the south right-of-way line, of Public Avenue between the northeast corner of Reynolds Addition and the northwest corner of Tower Addition, shown hereon as S89°13'18"E, per GPS observation.

Survey References

1. Record of Survey, Instrument #416964 by L. Hodge, PE/LS #3003.
2. Quitclaim Deed, Instrument #505065, Edward 7 Elwyn Boughton to Boughton Family Trust.
3. Condominium Plat of Public Heights, Instrument #512179 by L. Hodge, PE/LS #3003.
4. Quit Claim Deed Instrument #541566 Matthew Becker to University City Holdings 3.
5. Warranty Deed, Instrument #573981, Four Moore, Inc to Tyler George.

**PRELIMINARY
NOT FOR
RECORDING**

Plat of:
Urban Berm Addition
to the City of Moscow, Latah County, Idaho

Drafted by: SW

Checked by: MT/DEP

File Name: 3945 Plat.dwg

Tab: Layout

Plot Style Default.ctb

Project: 3945-06-17

Date: 7/19/18

1 of 2

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 09/10/2018**Title:** Urban Berm Addition Monumentation Agreement (ACTION ITEM)**Responsible Staff:** Bob Buvel

Information

DESCRIPTION: Tyler M. George is the owner and developer of the proposed Urban Berm Addition on the lots currently addressed as 921 and 925 Public Avenue. The subdivision has received preliminary plat approval and the final plat is being presented for City Council consideration at the September 17, 2018 City Council meeting. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

STAFF RECOMMENDATION: Conditioned upon approval of the final plat at the September 17, 2018 City Council meeting, recommend approval of the Monumentation Agreement for the Urban Berm Addition with Tyler M. George.

PROPOSED ACTIONS: Conditioned upon approval of the final plat at the September 17, 2018 City Council meeting, recommend approval of the Monumentation Agreement for the Urban Berm Addition with Tyler M. George, or provide Staff further direction.

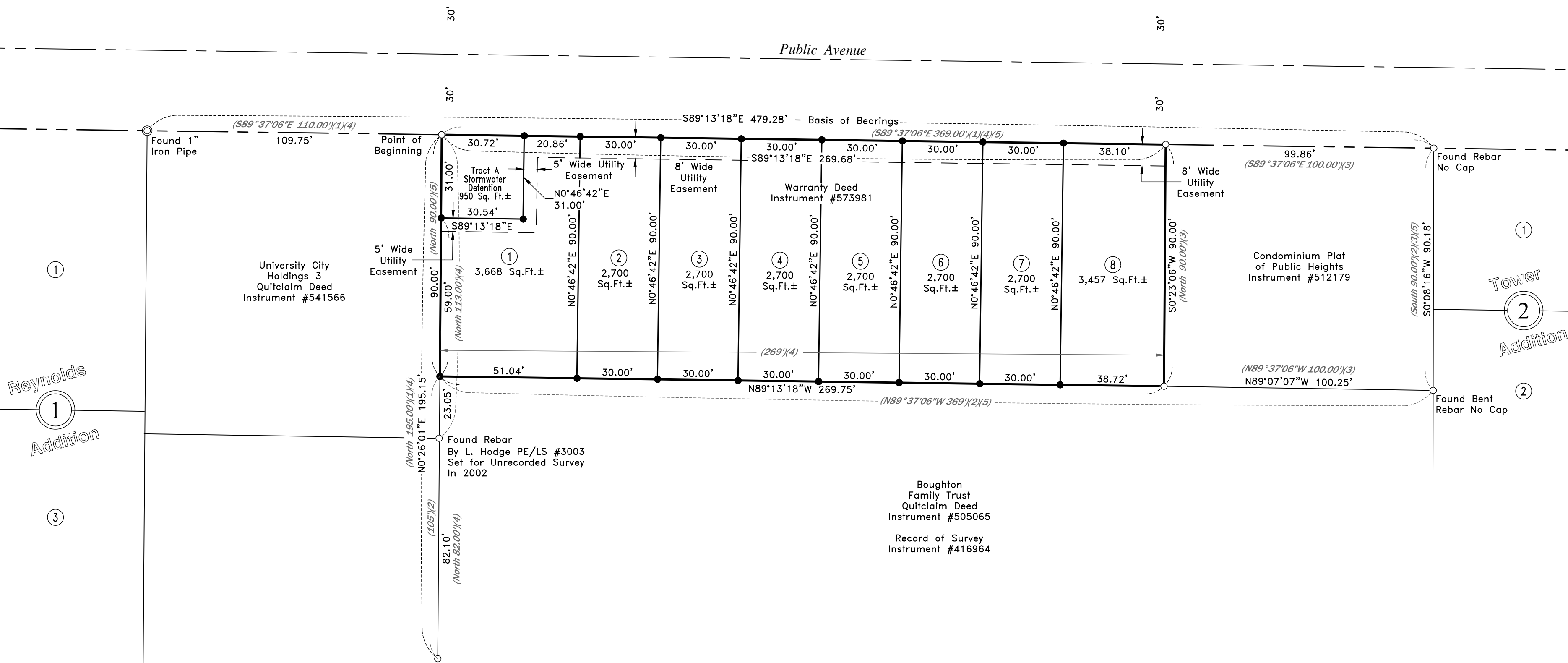
Necessary Resources/Impacts

N/A

Attachments

3945 Plat 7-20-18
 MonumentationAgreement;UrbanBerm2018_Revised;mv(clean)

Section 8, T39N, R5W, BM



Basis of Bearings

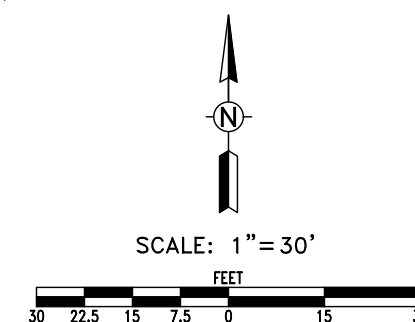
The Basis of Bearings for this survey in the south right-of-way line, of Public Avenue between the northeast corner of Reynolds Addition and the northwest corner of Tower Addition, shown hereon as S89°13'18"E, per GPS observation.

Survey References

1. Record of Survey, Instrument #416964 by L. Hodge, PE/LS #3003.
2. Quitclaim Deed, Instrument #505065, Edward 7 Elwyn Boughton to Boughton Family Trust.
3. Condominium Plat of Public Heights, Instrument #512179 by L. Hodge, PE/LS #3003.
4. Quit Claim Deed Instrument #541566 Matthew Becker to University City Holdings 3.
5. Warranty Deed, Instrument #573981, Four Moore, Inc to Tyler George.

Legend

- Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
- ⊙ Found 1" Diameter Iron Pipe
- Found 5/8" Diameter Rebar "Hodge 3003" or as Described
- ① Calculated Position
- ① Block Number
- ① Lot Number
- Boundary Line
- Lot Line
- Centerline
- Right-of-Way



L. Hodge & Associates, Inc.
 P.O. Box 8728
 405 S. Washington Street
 Boise, Idaho 83725
 (208) 852-3545
 (208) 852-3526

RIM ROCK CONSULTING, INC.
 Lead Surveying
 Site Mapping
 • • •

1231 WEST 25 STREET #102 BOISE, IDAHO 83725 208.865.5537 info@rimrockconsulting.net

**PRELIMINARY
NOT FOR
RECORDING**

Plat of:
Urban Berm Addition
 to the City of Moscow, Latah County, Idaho

Drafted by:	SW
Checked by:	MT/DEP
File Name:	3945 Plat.dwg
Tab:	Layout
Plot Style	Default.ctb
Project:	3945-06-17
Date:	7/19/18

1 of 2

**MONUMENTATION AGREEMENT
BETWEEN TYLER M. GEORGE AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2018 by and between Tyler M. George, whose current address is 1137 Driscoll Ridge Rd., Troy, ID 83871 (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 Urban Berm Addition to the City of Moscow; and

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

WHEREAS, DEVELOPER desires to record the final plat of Urban Berm Addition to the City of Moscow; and

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

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

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

1. PROPERTY AFFECTED. Property which is subject to this Agreement is described as Urban Berm Addition to the City of Moscow (hereinafter "SUBDIVISION"), as shown by the plat herein incorporated by reference.
2. PROFESSIONAL LAND SURVEYOR. For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "SURVEYOR") for the platting of SUBDIVISION is Duane Priest, Idaho LS No.6449, of Rim Rock Consulting in Moscow, Idaho.
3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION. Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of SUBDIVISION if:
 - A. The exterior monuments have been set;
 - B. The SUBDIVISION plat includes a certification by SURVEYOR that the interior monuments for SUBDIVISION shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the SUBDIVISION plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the

- SUBDIVISION plat is recorded or as otherwise specified by written agreement with CITY;
and
- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for SUBDIVISION. The estimated cost of performing such work will be determined by the SURVEYOR.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
 - A. To have installed, at DEVELOPER's expense, all interior monuments within the SUBDIVISION, as required by Idaho law;
 - B. To have the interior monuments set by SURVEYOR, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the SUBDIVISION plat; and
 - D. To furnish CITY with a cash deposit in the amount of Nine Hundred Dollars (\$900), which is equal to the one hundred twenty percent (120%) of the Seven Hundred Fifty Dollars (\$750) 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 Nine Hundred Dollars (\$900) has been deposited with CITY as required by Section 4. D. of this Agreement.
 6. RETURN OF DEPOSIT. If DEVELOPER pays SURVEYOR for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay SURVEYOR from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
 7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of SURVEYOR, or upon the failure of SURVEYOR to set such monuments in accordance with law, CITY may direct the County Surveyor in his or her official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.
 8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, SURVEYOR may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay SURVEYOR from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.

9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the Parties, heirs, assigns and successors and interest.

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

Developer:

City of Moscow:

Tyler M. George, Owner

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Tyler M. George, 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: _____