

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday, February 19, 2019

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items

A. Approval of Moscow City Council February 4, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Hamilton Indoor Recreation Center Exterior Painting Project 2019 Bid Award - David Schott

The Parks and Recreation Department is requesting authorization to retain Dye Hard Painting for the Hamilton Indoor Recreation Center Exterior Painting Project 2019 in the amount of \$48,000 with a ten percent contingency of \$4,800 for a total amount not to exceed \$52,800.

This project consists of painting the exterior of the Hamilton Indoor Recreation Center, a 20,200 square foot composition board siding facility, built in 2004. This includes: removal of all surface contamination; pressure washing to clean the HIRC; removal and replacement of failed caulking where necessary; prime replaced cement compositions; and apply two (2) coats of exterior paint. This was reviewed by the Public Works/Finance Committee on February 11, 2019 and recommended for approval.

ACTION: Accept the low bid from Dye Hard Painting for the Hamilton Indoor Recreation Center Exterior Painting Project 2019 in the amount of \$48,000 with a ten percent contingency of \$4,800 for a total amount not to exceed \$52,800.

C. Resolution for Destruction of City Records - Laurie M. Hopkins

In 2008, the City Council adopted Resolution 2008-12 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed retention schedules and current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney. This was reviewed by the Public Works/Finance Committee on February 11, 2019 and recommended for approval.

ACTION: Approve the resolution.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

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

5. Citizen Commission Report - Moscow Arts Commission - Megan Cherry / Lauren McCleary

6. Public Hearing Regarding Area of City Impact Agreement Amendment (ACTION ITEM) - Bill Belknap

Last year the City Council adopted a significant update to the City's Zoning Code. After that action, City and County staff began a discussion related to updating the Area of City Impact (ACI) Agreement to adopt the City's updated Zoning Code, Comprehensive Plan and associated Future Land Use Map for the Area. An update to the existing ACI Agreement was prepared and reviewed by both the City and County Planning Commissions during public hearings and recommended them for adoption to their respective governing bodies. The Board of County Commissioners approved the proposed update ACI Agreement in December and it is now before the City Council for consideration and approval.

PROPOSED ACTIONS: Approve the proposed Amended Area of City Impact Agreement with Latah County; or take other action as deemed appropriate.

7. City Facility Bond Election Ordinance Approval (ACTION ITEM) - Bill Belknap

Over the last several decades, the City has discussed the need to construct a new police services facility to replace the deficient facility currently located at the corner of Fourth and Washington Streets. In 2015, the City Council identified the deteriorating and substandard Police Facility as a significant major challenge facing the community.

On December 17, 2018, the City Council approved the Southview site purchase agreement and provided staff with direction to pursue the development of a bond measure that would address all three facilities to include the construction of the new Police Services Facility, remodeling of the Fourth Street Building for Engineering and Community Development, and the installation of new roofing and siding systems and minor associated remodeling to the Mann building to

accommodate the Information Systems Department and storage needs.

The next step in the process is to pass a bond ordinance which establishes the May 21st bond election ballot question, the total bond amount, estimated interest cost and tax payer impact per \$100,000 of assessed taxable valuation. Staff, in conjunction with bond counsel and our financial adviser, have prepared the bond ordinance for the Council's consideration and passage.

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

REPORTS

City Council

Mayor

Staff

ADJOURN

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



Moscow City Council

Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, February 4, 2019

7:00 PM

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

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Bill Lambert, Brandy Sullivan, Art Bettge, Kathryn Bonzo, Gina Taruscio, Anne Zabala

ABSENT: Jim Boland

STAFF: Jen Pfiffner, Mia Vowels, Bill Belknap, Amanda Argona, Alisa Anderson, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Sullivan led the Pledge of Allegiance.

CONSENT AGENDA (ACTION ITEM)

1. All Consent Items

A. Approval of Moscow City Council January 22, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTIONS: Approve minutes.

B. Proposed Lot Line Adjustment and Lot Division: 1821-1831 East 'F' Street - Leah Carlson

The applicant, Helene Rogalski, is requesting a lot line adjustment to expand the existing two parcels addressed 1821 and 1831 East 'F' Street from 13,210 sf to 14,615 sf. The applicant is also requesting a lot division to split the existing two parcels into four parcels of approximately 7,000 sf, 7,000 sf, 7,615 sf, and 7,615 sf in size. The parcels are located within the Medium Density Residential (R-3) Zoning District. In the R-3 zoning district, the minimum lot area for any housing type is 7,000 sf and the minimum lot width is 60 feet. The proposed parcels meet these requirements. The parcels are currently undeveloped with no buildings on site. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ACTION: Approve the lot line adjustment and lot division with no conditions.

C. Proposed Lot Line Adjustments: 1627-1733 and 1745-1751 East Third Street - Leah Carlson

The applicant, Phil Rheingans, is requesting eight (8) lot line adjustments within the Harvest Hills development. The proposed lot line adjustments will affect the properties addressed 1627-1733 and 1745-1751 East Third Street. The applicant is requesting the lot line

adjustments in order to better accommodate the design of twinhomes that are proposed to be constructed upon the subject properties. The existing lot configurations currently present challenges accommodating the proposed twinhome design with the required side yard setbacks. The subject properties are located within the Medium Density Residential (R-3) Zoning District. Within the R-3 Zoning District, twinhomes require a minimum lot area of 2,000 square feet and a minimum lot width of thirty feet (30'). All proposed lot areas and lot widths meet these requirements. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ACTION: Approve lot line adjustments with no conditions.

D. U of I Parking Agreement Revisions - Tyler Palmer

The City has historically maintained an agreement with the University of Idaho to allow the University to regulate parking on some City-owned Streets that are within the campus. The University has requested that the agreement be amended to include two new areas; Railroad Avenue from College to Sweet, and College Avenue from Deakin to Railroad. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended for approval.

ACTION: Approve the attached amendment to the City and University of Idaho parking agreement.

Bonzo moved and Taruscio seconded approval of the consent agenda. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Jen Pfiffner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Public Hearing: Idaho Community Development Block Grant - Status of Grant Funded Project Activities for Fire Truck Acquisition - Alisa Anderson

In April of 2018, the City of Moscow received an Idaho Community Development Block Grant in the amount of Two Hundred Eighty-Nine Thousand Dollars (\$289,000) from the Idaho Department of Commerce. This funding is allocated to the State of Idaho from the U.S. Department of Housing and Urban Development. The funds are currently being used to purchase a new Pumper Fire Engine for the Moscow Volunteer Fire Department.

The hearing will include a review of project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to

the scope of work, budget, schedule, location or beneficiaries. Verbal and written questions and comments will be accepted at the public hearing.

PROPOSED ACTIONS: Conduct the public hearing regarding project activities and accomplishments to date, a summary of all expenditures to date, a general description of remaining work and any changes made to the scope of work, budget, schedule, location or beneficiaries. Accept verbal and written comments and questions at the public hearing.

Anderson introduced the item going over the history of the community block grant and purchase. Mayor Lambert opened the public hearing at 7:07 p.m. The public hearing was closed at 7:08 p.m. with no comments.

The City Council accepted verbal and written comments and questions from the hearing. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Moscow Farmers Market Commission Fee Recommendation (ACTION ITEM) - Amanda Argona

The Farmers Market Commission created a Fee Sub-Committee to review the newly implemented tier structure and discuss different fee proposal options for the 2019 season. The Fee Sub-Committee members presented options to the entire Commission at its January meeting. At this time, the Farmers Market Commission is proposing a no-fee increase for the 2019 market season to allow vendors to adjust to the new tier structure for another season. This was reviewed by the Public Works/Finance Committee on January 28, 2019 and recommended to proceed to the full Council.

PROPOSED ACTIONS: Receive report and accept fee recommendation, deny fee recommendation, or take other action deemed appropriate.

Argona introduced the item going over the programming and vendor sales report including historic data. In 2018, the fee structure was changed to a tier system. The Commission has been working on challenge areas and now want to focus on the deliverables. The staff costs included in the annual cost of the market do not include Parks and Streets Departments. The Commission will be working on a fee proposal to be presented prior to setting the FY2020 budget. The City Council received the report and accepted the fee recommendation. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Planning and Zoning Commission - Taruscio said discussed the changes to the Comprehensive Plan and took public comment.

Parks & Recreation Commission - Taruscio reported they discussed programs and the edible forest.

Council Members also gave details regarding the Association of Idaho Cities City Officials Day at the Capitol.

Mayor

Mayor Lambert said he attended an airport board meeting and held a MYAC meeting where Tyler Palmer presented on streets. He also spoke on the Association of Idaho Cities City Officials Day at the Capitol.

Staff

Pfiffner reminded everyone of the monthly breakfast meeting taking place Wednesday and that the next Council meeting would take place on Tuesday February 19 because of the Presidents Day holiday.

ADJOURN

The meeting was closed at 7:41 PM

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, February 19, 2019



RESPONSIBLE STAFF

David Schott, Assistant Parks and Recreation Director

REVIEWED BY

Public Works/Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

N/A

AGENDA ITEM TITLE

Hamilton Indoor Recreation Center Exterior Painting Project 2019 Bid Award - David Schott

DESCRIPTION

The Parks and Recreation Department is requesting authorization to retain Dye Hard Painting for the Hamilton Indoor Recreation Center Exterior Painting Project 2019 in the amount of \$48,000 with a ten percent contingency of \$4,800 for a total amount not to exceed \$52,800.

The City issued a solicitation for bids to seven (7) painting contractors on January 2, 2019 for the Hamilton Indoor Recreation Center Exterior Painting Project 2019. Three (3) bid proposals were received with base bids ranging from \$48,000 to \$54,830.

This project consists of painting the exterior of the Hamilton Indoor Recreation Center, a 20,200 square foot composition board siding facility, built in 2004. This includes: removal of all surface contamination; pressure washing to clean the HIRC; removal and replacement of failed caulking where necessary; prime replaced cement compositions; and apply two (2) coats of exterior paint.

The funding source is the Recreation & Cultural Fund, and was approved through the FY2019 budget. The budgetary line item for expenses will be Hamilton Indoor Recreation Center R & M Building 120-188-30-658-30.

This was reviewed by the Public Works/Finance Committee on February 11, 2019 and recommended for approval.

STAFF RECOMMENDATION

Accept the low bid from Dye Hard Painting for the Hamilton Indoor Recreation Center Exterior Painting Project 2019 in the amount of \$48,000 with a ten percent contingency of \$4,800 for a total amount not to exceed \$52,800.

PROPOSED ACTIONS

ACTION: Accept the low bid from Dye Hard Painting for the Hamilton Indoor Recreation Center Exterior Painting Project 2019 in the amount of \$48,000 with a ten percent contingency of \$4,800 for a total amount not to exceed \$52,800.

FISCAL IMPACT

The funding source is the Recreation & Cultural Fund, and was approved through the FY2019 budget.

The budgetary line item for expenses will be Hamilton Indoor Recreation Center R & M Building 120-188-30-658-30.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. ConstructionAgreement-HIRC;PaintingProject;DyeHardPainting(2019)pm3;clean
2. 01.22.19 HIRC Painting Project 2019 Bid Tally PW-Finance Committee
3. HIRC Painting Bids - Scanned

**CONSTRUCTION AGREEMENT
FOR HAMILTON INDOOR RECREATION CENTER PAINTING PROJECT 2019
BETWEEN CITY OF MOSCOW, IDAHO
AND DYE HARD PAINTING**

THIS CONSTRUCTION AGREEMENT FOR HAMILTON INDOOR RECREATION CENTER PAINTING PROJECT 2019 BETWEEN CITY OF MOSCOW, IDAHO AND DYE HARD PAINTING (hereinafter "Agreement"), dated this ____ day of _____, 2019, 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 Dye Hard Painting, 2113 Schaefer Drive, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

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 CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six, (6) and the following:

1. Invitation to Bid;
2. Project Specifications titled: HAMILTON INDOOR RECREATION CENTER
PAINTING PROJECT 2019
3. Bid/Proposal of CONTRACTOR, dated January 18, 2019, physically attached to this Agreement;
4. The Architectural 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:

HAMILTON INDOOR RECREATION CENTER PAINTING PROJECT 2019

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before thirty (30) 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 Eight Thousand Dollars (\$48,000) for Base Bid (the Contract Sum), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Forty Eight Thousand Dollars (\$48,000) 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 signatures 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 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.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with 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, VENUE AND NONWAIVER

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. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

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. CONTRACTOR

further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

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:

Dye Hard Painting, DBA
Kelly Ish, Owner
2113 Schaefer Drive
Clarkston, Washington 99403

CITY:

City of Moscow
David Schott
Assistant Parks and Recreation Director
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 AND SEVERABILITY

This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

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

CONTRACTOR:

Dye Hard Painting

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 _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, 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 Dye Hard Painting.

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

Hamilton Indoor Recreation Center Painting Project 2019			
22-Jan-19			
Bid Tally			
Contractor	Dye Hard Painting	7 Devil's Painting	Phos Painting Company
Base Bid (Two Tone)	\$ 48,000.00	\$ 48,500.00	\$ 54,830.00
Deduct Alternative Bid (Single Tone)	\$ 42,000.00	\$ 46,500.00	\$ 31,400.00

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 1.18.19

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 HAMILTON INDOOR RECREATION CENTER PAINTING PROJECT 2019, (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 1 through 2 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 RCT-49431.
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>NO SUB CONTRACTORS TO BE USED</u>		
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for HAMILTON INDOOR RECREATION CENTER PAINTING PROJECT 2019 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:

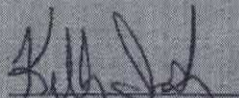
BID SCHEDULE

<u>Base Bid</u>			
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Lump Sum Price</u>
1.	Mobilization	1 LS	\$ <u>3,000.00</u>
2.	Exterior Preparation	1 LS	\$ <u>8,000.00</u>
3.	Prime Replacement Boards with S-W Loxon Masonry Primer	1 LS	\$ <u>600.00</u>
4.	Prime Replacement Wood Board with Preprite Problock	1 LS	\$ <u>200.00</u>
5.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series (Color 1) to Cement Composition Siding	1 LS	\$ <u>29,400.00</u>
6.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series (Color 2) to Prepainted Metal Trim	1 LS	\$ <u>6,000.00</u>
7.	Traffic / Pedestrian Control	1 LS	\$ <u>800.00</u>
Base Bid Total			\$ <u>48,000.00</u>

<u>Deduct Alternative Bid</u>			
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Lump Sum Price</u>
1.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series to Cement Composition Siding and Prepainted Metal Trim (Same Color)	1 LS	\$ <u>(6,000.00)</u>

DYE HARD PAINTING (KELLY ISH)

Firm Name of Bidder


Signature of Bidder

OWNER
Official Title

2113 Schaefer Dr. Clarkston, WA
Bidders Mailing Address 99403

Public Works License No. _____

State of Incorporation if Incorporated _____

SEAL (if incorporated)

Dated at 2113 Schaefer Dr Clarkston This 18 day of January, 2019

BID SCHEDULE

<u>Item No.</u>	<u>Base Bid</u> <u>Item Description</u>	<u>Quantity & Unit</u>	<u>Lump Sum Price</u>
1.	Mobilization	1 LS	\$ <u>2500⁰⁰</u>
2.	Exterior Preparation	1 LS	\$ <u>7700⁰⁰</u>
3.	Prime Replacement Boards with S-W Loxon Masonry Primer	1 LS	\$ <u>300⁰⁰</u>
4.	Prime Replacement Wood Board with Preprite Problock	1 LS	\$ <u>300⁰⁰</u>
5.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series (Color 1) to Cement Composition Siding	1 LS	\$ <u>20700⁰⁰</u>
6.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series (Color 2) to Prepainted Metal Trim	1 LS	\$ <u>2000⁰⁰</u>
7.	Traffic / Pedestrian Control	1 LS	\$ <u>300⁰⁰</u>
Base Bid Total			\$ <u>48500⁰⁰</u>

<u>Item No.</u>	<u>Deduct Alternative Bid</u> <u>Item Description</u>	<u>Quantity & Unit</u>	<u>Lump Sum Price</u>
1.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series to Cement Composition Siding and Prepainted Metal Trim (Same Color)	1 LS	\$ <u>46500⁰⁰</u>

7 Devils Painting
Firm Name of Bidder


Signature of Bidder

owner
Official Title

3719 13th St Lewisbn Id 83501
Bidders Mailing Address

033631-D-4
Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at 5-17 This 13 day of Jan, 2019

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 01/18/19

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 HAMILTON INDOOR RECREATION CENTER PAINTING PROJECT 2019, (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 RCE-13875.

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>NA</u>			
b.			
c.			
d.			
e.			

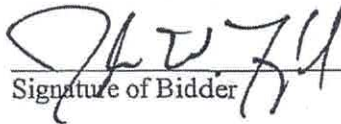
12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for HAMILTON INDOOR RECREATION CENTER PAINTING PROJECT 2019, as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

Base Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Lump Sum Price</u>
1.	Mobilization	1 LS	\$ <u>1080-</u>
2.	Exterior Preparation	1 LS	\$ <u>9750-</u>
3.	Prime Replacement Boards with S-W Loxon Masonry Primer	1 LS	\$ <u>980-</u>
4.	Prime Replacement Wood Board with Preprite Problock	1 LS	\$ <u>980-</u>
5.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series (Color 1) to Cement Composition Siding	1 LS	\$ <u>31,400-</u>
6.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series (Color 2) to Prepainted Metal Trim	1 LS	\$ <u>9920-</u>
7.	Traffic / Pedestrian Control	1 LS	\$ <u>720-</u>
Base Bid Total			\$ <u>54,830</u>

Deduct Alternative Bid

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Lump Sum Price</u>
1.	Apply Two (2) Coats S-W Exterior Superpaint Satin, A89 Series to Cement Composition Siding and Prepainted Metal Trim (Same Color)	1 LS	\$ <u>(31,400)</u>
2.	UPGRADE PAINT TO DURATION. ADD:		\$ <u>6,400-</u>
PHOS PAINTING CO. / JOSEPH V. FITZGERALD			
Firm Name of Bidder			
			
Signature of Bidder			
OWNER / PRESIDENT			
Official Title			
830 SW Fountain St.			
Bidders Mailing Address			
PULLMAN, WA 99163			
IN PROCESS			
Public Works License No.			
WA			
State of Incorporation if Incorporated			

SEAL (if incorporated)

Dated at 11:52 A.M. This 18th day of JANUARY, 2019

CITY COUNCIL STAFF REPORT

DATE: Tuesday, February 19, 2019



RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

REVIEWED BY

Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Resolution for Destruction of City Records - Laurie M. Hopkins

DESCRIPTION

In 2008, the City Council adopted Resolution 2008-12 classifying City records as temporary, semi-permanent, and permanent, each with a retention schedule. Idaho Code allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City Staff from City departments have reviewed retention schedules and current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney. This was reviewed by the Public Works/Finance Committee on February 11, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the resolution.

PROPOSED ACTIONS

ACTION: Approve the resolution.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Res 2019- Record Retention-Destruction of certain records(pm)

RESOLUTION NO. 2019 –

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

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

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

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

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

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

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

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

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

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

Department:

Date of Records:

Administration

Public Record Requests

Through 2017

Community Development

Public Record Requests

Through 2016

Residential Building Plans

Through 2016

General Correspondence Files

Through 2008

Engineering

General Correspondence Files

Through 1994

Human Resources

Recruitment Records

Through 2016

Legal

Abstract of Record

Through 2017

Information Systems

Email Correspondence Related to City Governance Created, Sent and/or Received

Up to 2017

Police

Pawn Records	Through 2016
Public Records Requests	Through 2016
Cash Receipts (2 yr.)	Through 2016
Trespass Notices	Through 2013
Parking Contest Letters	Through 2016
Parking Tickets Paid	Through 2016
Fingerprint Info Cards	Through 2016
Outside Agency Name Checks	Through 2016

Water

Locates	Through July 2014
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2. That all duplicate, temporary records as such are classified in this Resolution made on or prior to October 30, 2013 are hereby ordered to be destroyed.
3. That the following records be classified as semi-permanent records and that their destruction is hereby ordered:

Department:

Date of Records:

Administration

Inactive Business Licenses (taxi, vendor, solicitor, alcohol, sidewalk café, pawn, daycare)	Through 2013
Liability Claim records (including property damage records)	Through 2008

Finance

Utility Billing Credits, Adjustments, Cash Receipts and Billing Records	Through FY2013
Utility Billing Shut-off Documentation and Water Meter Receipts	Through FY2013
Accounts Payable Documentation and Related Reports	Through FY2013
Budget Preparation Documentation	Through FY2013
Completed Bond Records (excluding ordinance and legal notice)	Through FY2013
Cancelled Checks	Through FY2013
Check Stubs	Through FY2013
Bank Statements	Through FY2013
Investment Statements	Through FY2013
Employee Time Records	Through FY2013
Journal Entries	Through FY2013
Wage and Tax Statements and W-2's	Through FY2013
Payroll Deduction and Month-end Payroll Records	Through FY2013
Employee Time Records	Through FY2013
Completed Collection Records	Through FY2013

Human Resources

Employee Personnel Records (with the exception of Police Department Employees)	Through 2008
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Legal

Misdemeanor and Infraction Files
Public Record Requests

Through 2010
Through 2015

Police

Law Incident Files
Misdemeanor Citations
Infraction Citations
Auction Records
Parking Write Off Tickets
Noxious Weed Waivers
Staff Meeting Minutes
Noise Exception Permits
Privacy Statements

Through 2013
Through 2013
Through 2013
Through 2013
Through 2013
Through 2013
Through 2013
Through 2013
Through 2013

Parks and Recreation

Program Registrations, Rosters and Hardcopy Receipts
Program evaluations
Pool inspection reports
Staff Meeting Notes
Employee Training Records

Through 2013
Through 2013
Through 2013
Through 2013
Through 2013

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

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of _____, 2019.

ATTEST:

Bill Lambert, Mayor

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Tuesday, February 19, 2019



RESPONSIBLE STAFF

Bill Belknap, Community Development Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Public Hearing Regarding Area of City Impact Agreement Amendment (ACTION ITEM) - Bill Belknap

DESCRIPTION

Last year the City Council adopted a significant update to the City's Zoning Code. After that action, City and County staff began a discussion related to updating the Area of City Impact (ACI) Agreement to adopt the City's updated Zoning Code, Comprehensive Plan and associated Future Land Use Map for the Area. The County also requested that County's Agriculture Forestry (AF) Zoning regulations and a few other administrative provisions of their zoning code be adopted within the Area to ease administration of the Area and increase consistency of land use regulation as 88% of the Area is zoned AF. City Staff also requested an expanded notice and comment opportunity for any land use action proposed within $\frac{3}{4}$ of a mile of the City limits as well as to retain the current minimum lot size and division regulations within the AF zone to minimize fragmentation of property immediately adjacent to the City which can inhibit the logical and orderly growth of the City. An update to the existing ACI Agreement was prepared and reviewed by both the City and County Planning Commissions during public hearings and recommended them for adoption to their respective governing bodies. The Board of County Commissioners approved the proposed update ACI Agreement in December and it is now before the City Council for consideration and approval. The City Council has the option of conducting a public hearing on the proposed ACI Agreement update and staff is recommending that Council conduct a hearing for that purpose at the Council's upcoming February 19th meeting.

STAFF RECOMMENDATION

Approve the proposed Amended Area of City Impact Agreement with Latah County; or take other action as deemed appropriate.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Amended Area of City Impact Agreement with Latah County; or take other action as deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ltr from Latah County 12.21.18
2. Draft ACI Agreement 12.21.18

3. MINPZC20181212



Latah County
BOARD OF COUNTY COMMISSIONERS

P.O. Box 8068 ♦ 522 South Adams ♦ Moscow, Idaho 83843
(208) 883-7208 ♦ fax (208) 883-2280 ♦ e-mail bocc@latah.id.us
Thomas C. Lamar ♦ David McGraw ♦ Richard Walser

To: Gary Riedner, City Supervisor
City of Moscow

From: Kara N. Egan 
Deputy Clerk and Administrative
Assistant to the Board

Date: December 21, 2018

Re: Moscow Area of City Impact Agreement

Enclosed please find the original Moscow Area of City Impact Agreement as signed by the Latah County Board of Commissioners. Please forward along for signature by Mayor Lambert and return a copy to me.

Thank you.

MOSCOW AREA OF CITY IMPACT AGREEMENT

This AGREEMENT, by and between LATAH COUNTY, a political subdivision of the State of Idaho, and the CITY OF MOSCOW, a municipal corporation of the State of Idaho, provides for an Area of City Impact around the City of Moscow, Idaho.

WHEREAS, the Local Land Use Planning Act as enacted by the Idaho Legislature, I.C. 67-6501 *et seq.*, requires adoption of an “Area of City Impact” around each city; and

WHEREAS, Latah County and the City of Moscow adopted an Area of City Impact in January, 1993, and have coordinated land use planning since that date, as provided by that Agreement, including modifications in 2003, 2004, 2006, and 2016; and

WHEREAS, in 2018, City and County agreed to modify the Agreement and the Comprehensive Plan and Zoning Codes to apply within the Area of City Impact as specified herein;

NOW THEREFORE, City of Moscow and Latah County hereby agree as follows:

SECTION 1: AREA

This AGREEMENT shall affect the unincorporated area of Latah County within the following Sections: Sections 4, 5, 6, 7, 9, 16, 19, 20, and 21, Township 39 North, Range 5 West, B.M.; Sections 12 and 13, Township 39 North, Range 6 West, B.M.; and Section 32, Township 40 North, Range 5 West, B.M., as depicted on the attached map, and as provided in Latah County Ordinance 246 and Moscow City Ordinance No. 2004-02, which have been adopted pursuant to the provisions of I.C. § 67-6526(a).

SECTION 2: DEFINITIONS

For purposes of this Agreement, the following words when used herein shall have these meanings:

- 2.1 ADMINISTRATIVE REQUESTS shall mean applications, requests, determinations, or interpretations other than quasi-judicial and legislative actions as defined herein, such as land or lot divisions, zoning determinations, floodplain determinations, zoning interpretations of the Zoning Administrator or designee, recreational vehicle design reviews, mobile home park design reviews and other administrative actions.
- 2.2 AGREEMENT shall mean this Agreement as adopted by Ordinance by the Latah County Board of Commissioners.
- 2.3 AREA shall mean the City of Moscow’s Area of City Impact as legally described within Section 1 of this AGREEMENT.
- 2.4 BOARD shall mean the Board of Latah County Commissioners.
- 2.5 CITY shall mean the City of Moscow.

- 2.6 COMPLAINTS shall mean written requests for enforcement under the ordinances adopted pursuant to Section 3 of this AGREEMENT.
- 2.7 COUNTY shall mean Latah County.
- 2.8 LEGISLATIVE ACTIONS shall mean amendments to the zoning map or ordinances, and other similar decisions by a governing board sitting in a legislative capacity, where its decision produces a general rule or policy applicable to an open class of individuals, interests, or situations.
- 2.9 NON-AREA COUNTY ORDINANCES shall mean all other Latah County Ordinances, such as the Latah County Land Use Ordinance, the Latah County Hearing Procedures Ordinance, and any other ordinance hereafter adopted which supersedes or replaces any of those Ordinances, but not such Ordinances specifically adopted by this AGREEMENT for the AREA.
- 2.10 QUASI-JUDICIAL APPLICATIONS shall mean applications for decisions or determinations regarding property located within the AREA, which are made by a governing board or its designee sitting in a quasi-judicial capacity, where its decision involves the application of a general rule or policy to specific individuals, interests, or situations, including, but not limited to, conditional use permits, special use permits, planned unit developments, subdivisions, variances, rezones, and other quasi-judicial proceedings.

SECTION 3: GOVERNING PLAN AND ORDINANCES

- 3.1 The following ordinances and plans shall be adopted, as set forth herein, for the AREA:
- A. CITY's Comprehensive Plan as adopted on December 7, 2009, excepting the land use map; adopting the land use map attached hereto and incorporated herein as Attachment 1.
 - B. CITY's Subdivision, and Mobile Home and RV Park Ordinances in place on December 1, 2018 as modified herein:

No fee-in-lieu provisions shall be available in the AREA.
 - C. CITY's Zoning Ordinance, under Title 4 of the Moscow City Code, in place on December 1, 2018 as modified herein:
 - 1. Title 4, Chapter 1, Section 7 "Nonconformities" is hereby deleted.
 - 2. Title 4, Chapter 5 "Flood Hazard Areas" is hereby deleted.
 - 3. Title 4, Chapter 7 "Planned Unit Development" is hereby deleted.
 - 4. Title 4, Chapter 6, Section 7 "Moscow Sign Code" is amended as follows:

In Title 4, Chapter 6, Section 7, Delete subsections A.5; A.6.; C.2.; D.1.a through d and replace all with “Signs installed by the Idaho Transportation Department, local highway district, or other governmental agency for purpose of directing the safe and convenient flow of traffic are exempt from these restrictions”; the phrase “noticing the lot on which the sign is posted for sale or lease” in all subsections D; G; H; I; K; L; N.1; and, in subsections N and O, replace the phrase “permitted institutional, public service, or utility facility” with the phrase “permitted use”.

- D. CITY’s “Animals and Fowl” regulations, Title 10, Chapter 4, Section 12, for use in all of the zoning designations, except for the Agriculture Forest zone.
- E. COUNTY’s Land Use Ordinance Sections 3.01, 4.01, 5.01, 8.01.11, 9.01, 9.03, as modified herein:
 - 1. Section 3.01.03.15 is hereby deleted.
 - 2. Section 3.01.01.2 and Section 3.01.03.2 are modified to fifty (50) animal units.
 - 3. Delete the current language under Section 3.01.04 “Size and Setback Requirements”, and replace with the following:
 - a. The minimum parcel size for all existing parcels, defined as all parcels of land recorded or approved by the Latah County Planning Department or the Moscow City Council on or before January 1, 1997 (and as further defined within the Latah County Land Use Ordinance), shall be one (1) acre. The minimum parcel size for any new parcels shall be forty (40) acres subject to the following small parcel division exception as described herein.
 - b. Small parcel division exception. No more than one (1) parcel of land may be divided from an existing parcel of forty (40) acres or more in accordance with the standards contained herein. Any small parcel division shall be submitted to the Latah County Planning Department who shall forward the proposed small parcel division to the City of Moscow Community Development Department to provide any recommendations upon the request. The City of Moscow Community Development Department shall provide any comments within ten (10) days of receipt of the request. Upon receipt of the any recommendations from the City of Moscow Community Development Department, or the expiration of the ten (10) day comment period if no comments are received, the Latah County Planning Department shall proceed to take final action upon the request in accordance with the standards contained herein and the Latah County Land Use Ordinance, including:
 - i. The small parcel shall be at least one (1) acre in area.
 - ii. The small parcel and remnant parcel shall have a designated building site that is no larger than two (2) acres where all residential structures shall be placed. The building site and all structures shall

be placed in a manner to preserve productive farm land, streams, riparian areas, and other unique natural features, allow for the logical extension of existing and planned roadways, to ensure that natural resources are protected and the City of Moscow can grow in an efficient, logical and orderly manner.

iii. The applicant shall submit a site plan for each parcel, drawn to scale. The site plan shall include the size, dimensions, and location of each parcel and building site, the potential or actual location and plans for the wells or water system, septic systems, residences, other structures, easements, driveways and regulatory setbacks. Each two (2) acre building site shall be placed so it will accommodate all regulatory setbacks, the septic system, a residence, any accessory structures related to the residential use.

iv. All properties, access roads, and driveways shall comply with all applicable COUNTY standards.

- c. All accessory structures shall be a minimum of ten feet (10') from any property line. All other structures shall be a minimum of thirty-five feet (35') from any property line not abutting a public right-of-way. All structures shall be a minimum of twenty feet (20') from the boundaries of any public right-of-way or sixty feet (60') from the center line of any road placed within the boundaries of a public right-of-way, whichever is greater. When the setback distance is disputed, the Latah County Planning Department may require the property owner to have the property line established by a professional surveyor licensed in the State of Idaho. A detached accessory building may be built to the side or rear lot lines provided a written mutual agreement of the abutting property owners on the property lines affected be recorded in the Latah County Recorder's Office. Fences, bridges, retaining walls, roads, driveways, in-ground scales, poles, signs, access ramps, and mailboxes (respecting rights-of-way and easements) are exempt from setback requirements.

- 4. Section 8.01.11 "NON-CONTIGUOUS SAME OWNERSHIP PARCELS" shall apply as written, but shall only allow transfers of eligibilites as specified from eligible parcels within the AREA to eligible parcels outside of the AREA. This section shall not allow any transfers into the AREA or within the AREA.

3.2 The ordinance and plans adopted above shall be applied in the following manner:

- A. All ordinances and plans shall be applied as adopted and as further clarified in this Section.
- B. The design standards set forth by CITY and COUNTY ordinances shall apply, but may sometimes be duplicative, as determined by staff. COUNTY shall ensure that when the regulations are duplicative, that the most relevant regulation applies.

- C. COUNTY's Agriculture/Forest zoning designation and ordinance, as adopted above (Latah County Land Use Ordinance Section 3.01), shall apply in the sections of the AREA that are zoned Agriculture/Forest. When referenced, any uses in this zoning designation shall be further subject to regulations, policies and definitions as stated in the Latah County Land Use Ordinance. CITY's zoning designations and associated ordinance shall apply in all other zoning districts within the AREA. All other sections of CITY's Code, as adopted, shall apply within the AREA, other than as specified herein.
 - D. COUNTY's non-conforming uses as described in Section 4.01, and flood hazard areas as defined in Section 5.01 of the Latah County Land Use Ordinance, shall apply within the AREA.
 - E. Processes for applications and hearings are as specified herein. Additionally, processes as set forth in Moscow City Code Title 4, Chapter 10, Sections 3, 4, and 5, and in the Latah County Hearings Procedures Ordinance, Latah County Ordinance #253, shall also apply as required.
 - F. CITY's "Animals and Fowl" regulations, pursuant to Title 10, Chapter 4, Section 12, shall be used in all of the zoning designations except Agriculture/Forest, which shall use COUNTY's Agriculture/Forest animal limits as amended by this AGREEMENT.
- 3.3 No amendments to the Comprehensive Plan or the Zoning, Subdivision, Mobile Home and RV Park Ordinances, shall be effective in the AREA until such amendments are adopted by CITY and, thereafter, adopted by COUNTY.
- 3.4 COUNTY has adopted this AGREEMENT via Latah County Ordinance.

SECTION 4: ADMINISTRATION OF THE AREA OF CITY IMPACT

- 4.1 BOARD authorizes CITY to administer the Comprehensive Plan and Ordinances for the AREA, as identified in Section 3.1 of this AGREEMENT, and to initially review and make recommendations regarding applications, requests for permits, and inquiries made regarding property within the AREA.
- 4.2 All applications and requests for quasi-judicial permits within three quarters ($\frac{3}{4}$) mile of the boundaries of CITY at the time of application, but not located within the AREA, shall be forwarded to CITY no less than fifteen (15) days prior to COUNTY's hearing to consider the application or request to allow CITY the opportunity to provide comment upon the matter to COUNTY. For variances, the time period shall be seven (7) days. COUNTY shall consider any comment or reply from CITY as part of its hearing process.
- 4.3 All applications, requests for permits, and inquiries regarding property located within the AREA, which are made pursuant to the ordinances adopted under Section 3 of this AGREEMENT, shall be made to COUNTY. COUNTY shall charge and collect a fee based upon the attached fee schedule. The completed application, request, or inquiry shall

be forwarded to CITY within seven (7) days of receipt. COUNTY shall also forward fifty percent (50%) of each collected fee to CITY without unreasonable delay.

4.4 Following the receipt by COUNTY of an application, request, or inquiry for property in the AREA, a joint application conference may be held with the applicant and staff from CITY and COUNTY to review and discuss the application, request or inquiry.

4.5 Applications, requests, and inquiries shall be processed as follows:

A. Administrative Requests.

1. Within fifteen (15) days of receipt of an administrative request, CITY shall make a recommendation and shall forward that recommendation, along with all relevant supporting documentation, to the COUNTY, which shall render a final determination.
2. CITY and COUNTY recognize that some administrative requests are informal and can be addressed by CITY without the need of the referral procedure described in Section 4.2 and 4.4.A.1 of this AGREEMENT. In such situations, CITY agrees that it will advise the requestor that CITY's interpretation is not final and that, if the person wishes to receive a final determination, CITY will refer the matter to COUNTY.

B. Quasi-judicial applications.

1. Quasi-judicial applications shall be reviewed by CITY and scheduled for a single public hearing before CITY's Board of Adjustment, Planning and Zoning Commission, or Council.
2. CITY's public hearing shall be video-recorded. Any failure of the recording shall not require that the public hearing be repeated, provided that a transcribable record has been otherwise preserved as required by law.
3. The hearing body shall provide a written recommendation which shall be forwarded, with the record and all supporting materials, to COUNTY within twenty-three (23) days of the close of the hearing.
4. COUNTY may accept, reject, or modify CITY's recommendation in whole or in part. In doing so, COUNTY may rely on the record of CITY's public hearing, or may hold its own public hearing before COUNTY's Zoning Commission or Board of Commissioners. No new testimony will be taken unless a duly noticed public hearing is held. Any public hearing before COUNTY shall be conducted in accordance with the applicable NON-AREA COUNTY Ordinance and other relevant legal provisions. In the event COUNTY intends to modify CITY's recommended conditions, COUNTY agrees that it will hold a public hearing before doing so, unless the BOARD or COUNTY Zoning Commission unanimously agrees that a public hearing is not necessary.
5. Appeals of final decisions by COUNTY Zoning Commission, regarding conditional and special use permits, may be made to the BOARD pursuant to the appeal procedures contained within Section 5 of this AGREEMENT.

- C. Inspections. Development or establishment of a land use, resulting from approval of a permit application in the AREA, shall be inspected. CITY and COUNTY shall work cooperatively in performing inspections to verify compliance with applicable development standards and special conditions of approval. Unless otherwise mutually agreed, COUNTY shall inspect, as part of the building permit inspection process, compliance with building related standards of the Zoning and Mobile Home Codes, such as setbacks, building height, and building size. Further, unless otherwise mutually agreed, CITY shall inspect for compliance with other standards of the Zoning, Subdivision, Mobile Home, and Recreational Vehicle Park Codes, or any conditions of approval of an associated quasi-judicial permit application that are not directly related to building construction. Examples of such standards include, but are not limited to, landscaping, open space, fencing, parking, paving, outdoor lighting, curbing, sidewalks, flood plain, and trash dumpsters. When a technical inspection of such improvement is needed, CITY may conduct the inspection or require the applicant to provide a written statement of compliance from an engineer certified in the State of Idaho. Public improvements shall be inspected by the respective public agency which permits or oversees such improvements. COUNTY retains authority over recognizing the approval of all inspections and certificates of occupancy.
- D. Complaints. Complaints shall be received in writing by COUNTY. COUNTY shall forward the complaint to CITY within seven (7) days of receipt. CITY shall conduct an initial investigation and forward the relevant information collected, with an enforcement recommendation, to COUNTY within thirty (30) days of receipt of the complaint from COUNTY. All recommendations regarding complaints shall be forwarded to COUNTY, even if CITY recommends no enforcement.

4.6 COUNTY shall issue building permits and mobile home installation permits in the AREA and shall forward copies of these applications to CITY prior to issuance. CITY shall review these applications for compliance with the applicable Ordinances. CITY shall indicate compliance or non-compliance to COUNTY within seven (7) days from receipt of the permit application.

4.7 If an application for a Zoning District Amendment, Comprehensive Plan Amendment, or Subdivision Plat for land located within in the AREA is received in conjunction with a request for annexation, the application shall be presented, by the applicant, directly to CITY. CITY shall collect the current applicable CITY fee as adopted within CITY Fee Resolution in effect at the time of receipt of the application. Once CITY approves annexation of the subject property, CITY may proceed to take final action upon the associated application as though the property had been within the City at the time the application was made. In the event that the annexation is not approved by CITY, CITY shall take no further action upon the associated applications and such applications shall be considered null and void.

SECTION 5: APPEALS PROCESS

- 5.1 There shall be no appeal of CITY recommendations, determinations, or interpretations, because such recommendations are not final determinations. Appeals from COUNTY actions shall be governed by the appeal provisions of NON-AREA County Ordinances. Appeals from Special Use Permits shall follow the same appeal process and procedures contained in NON-AREA County Ordinances related to Conditional Use Permits.
- 5.2 Final decisions by COUNTY made under this AGREEMENT may be subject to judicial review.

SECTION 6: ENFORCEMENT

The County Prosecuting Attorney may take legal action to enforce land use regulations within the AREA. CITY will make its staff available and will fully cooperate with COUNTY's enforcement efforts. In certain circumstances, the County Prosecuting Attorney may, upon consent of the City Attorney, appoint the City Attorney to take enforcement action in the AREA. Any enforcement action taken by the City Attorney shall be on behalf of, and pursuant to the direction of, COUNTY.

SECTION 7: CONFLICT WITH OTHER ORDINANCES

To the extent that the processes contained in this AGREEMENT conflict with processes contained in CITY Ordinances or in NON-AREA COUNTY Ordinances, the processes contained in this AGREEMENT shall control. To the extent that the adopted codes have duplicate regulations, other than as specified in a different section of this AGREEMENT, whichever is more restrictive shall control.

SECTION 8: RENEGOTIATION

- 8.1 This AGREEMENT shall be renegotiated at any time upon written request of either Party in accordance with Idaho Code § 67-6526(d).
- 8.2 It is the intent of the Parties that the governing boards shall, at least every ten (10) years, undertake a review of this AGREEMENT to determine whether renegotiations are in the best interests of the citizenry.

IN WITNESS WHEREOF, CITY, by and through its Mayor and City Clerk, and COUNTY, by and through the Board of County Commissioners, have executed this AGREEMENT to be effective as dated.

LATAH COUNTY:


Thomas C. Lamar, Chair


David McGraw, Commissioner


Richard Walser, Commissioner

ATTEST:

DATE:


Clerk/Deputy Clerk

12-17-18

CITY OF MOSCOW:

Bill Lambert, Mayor

ATTEST:

DATE:

Laurie M. Hopkins, City Clerk

FEE SCHEDULE

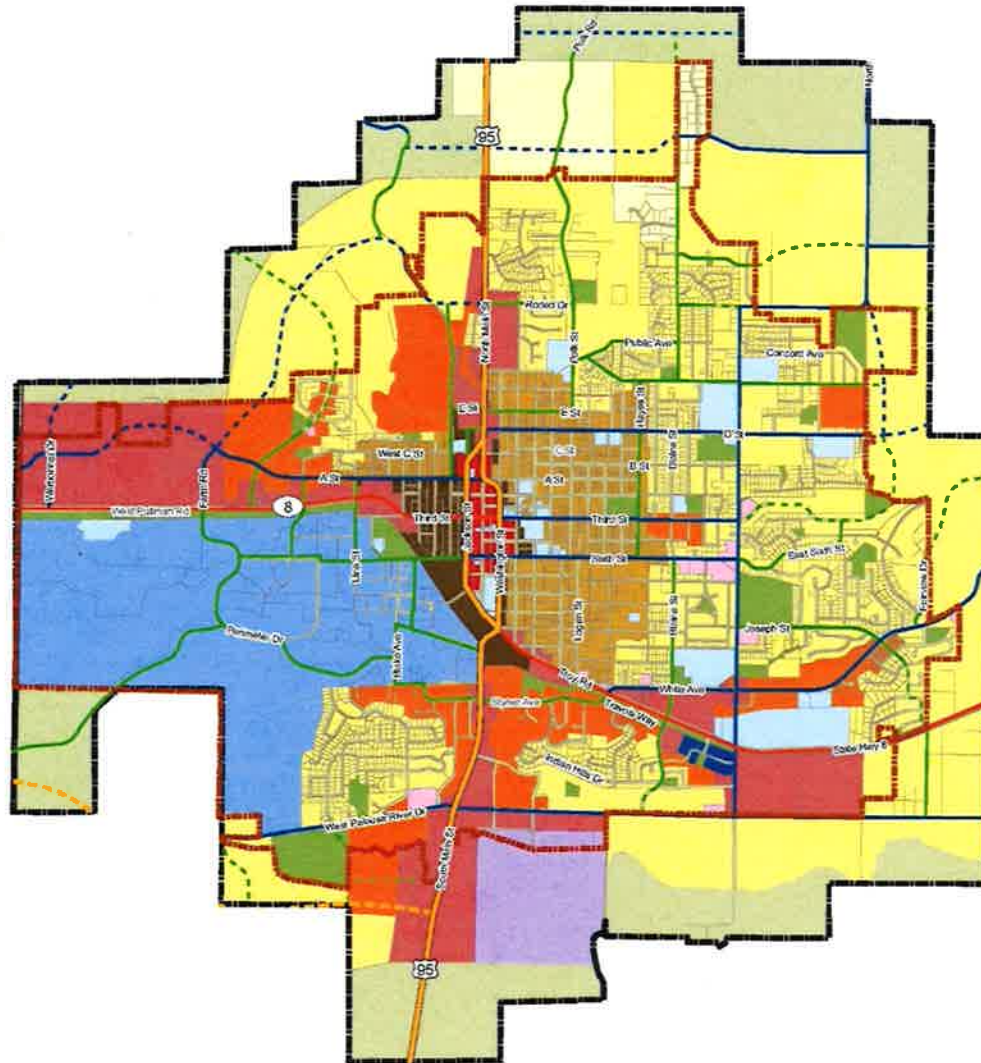
<u>ITEM</u>	<u>FEE</u>
Development Permit	\$40
Administrative Zoning Permit	\$300
Conditional Use Permit/Special Use Permit	\$300
Rezone.....	\$550
Variance	\$200
Co-Location	\$50
Comprehensive Plan Amendment.....	\$1,000
Land or Lot Division.....	\$250 plus \$50 for each additional lot
Land Division/Building Permit Transfers.....	\$250 plus \$50 for each additional lot
Land Division/Transfer Amendments.....	\$50
Vacations.....	\$500
Subdivision	\$1,000
Appeals	\$200
Mobile Home Parks	\$375 plus \$5 per lot
RV Parks	\$300
Additional Fee for Zoning Activities Started Prior to Issuance	\$300
Reconsideration	\$200
Rural Addressing	\$50
Status Inspection	\$50
Zoning Placement for Agricultural Buildings.....	\$50

Fees adopted by other any other Latah County resolution or ordinance shall apply to all applicable items and activities within the Moscow Area of City Impact, excepting those fees adopted by this resolution.

Future Land Use and Growth Plan

Moscow Area of City Impact

comprehensive PLAN



FUTURE LAND USE

- Rural and Agriculture
- Neighborhood Conservation
- Suburban Residential
- Auto-Urban Residential
- Urban Residential
- High-Density Residential
- Urban Mixed
- Suburban Commercial
- Auto-Urban Commercial
- Urban Commercial
- Business Park
- Industrial
- Civic/Institutional
- University
- Parks and Open Space

THOROUGHFARE PLAN

- National Highway
- Alt Highway 8 Align
- Alt Highway 95 Align
- Principal Arterial
- Minor Arterial
- Proposed Minor Arterial
- Collector
- Proposed Collector

BOUNDARIES, WATER, & INFRASTRUCTURE

- City Limits
- State Border
- Area of City Impact

Note: Proposed future roadway locations are approximate and ultimate roadway locations will be determined at the time of development based upon topography, existing development, property boundaries and proposed development needs.

0 0.15 0.3 0.6 Miles



PLANNING & ZONING COMMISSION



Wendy McClure
Commission Chair

~Meeting Minutes~
December 12, 2018

Mike Ray
Staff Liaison

p&z@ci.moscow.id.us

<http://id-moscow.civicplus.com/agendacenter>

208.883.7008

The meeting was called to order at 7:02 PM.

MEMBERS PRESENT: Wendy McClure, Chair; Scott Gropp, Joel Hamilton, Kurt Obermayr (via phone), Nels Reese, Victoria Seever, Dennis Wilson

MEMBERS ABSENT: Mike Nelsen, Robb Parish

ALSO IN ATTENDANCE: Bill Belknap (for Mike Ray), Anne Peterson

1. Approval of minutes from November 28, 2018

Wilson moved approval of the minutes as presented.

RESULT:	ACCEPTED BY ACCLAMATION [UNANIMOUS]
MOVER:	Wilson
SECONDER:	Seever

2. Correspondence

None.

3. Transportation Commission Meeting Report

The Commission meets tomorrow. Agenda items include discussion of a joint bike share program with the University of Idaho and placement considerations of the Third Street pedestrian bridge.

4. Public Comment

None.

5. Public Hearing: Area of City Impact Agreement [ACTION ITEM]

Belknap reviewed code requirements governing the ACI and the proposed changes within the agreement as discussed during previous meetings. Hamilton inquired whether the City has always had an advisory role on applications within $\frac{3}{4}$ mile of the ACI border. Belknap said that was a new accommodation rather than changing the ACI boundary. Reese asked how other cities administer their ACIs, and Belknap responded that it primarily depends on the working relationship between the cities and counties, which has been very positive in Moscow/Latah County. He said there tends to be more conflict in more highly populated and faster growth areas. McClure asked about PUDs in the ACI and Belknap explained the County feels strongly that developments of any significant density should be within City limits where they can access adequate City services, and therefore the land should first be annexed.

Public hearing opened at 7:31pm. There was no public comment so the hearing closed immediately. Seever pointed out a few formatting issues. Hamilton moved to recommend approval of the agreement with those corrections.

RESULT:	APPROVED BY ACCLAMATION [UNANIMOUS]
MOVER:	Hamilton
SECONDER:	Seever

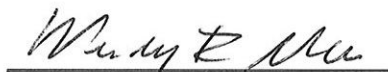
6. Final Review of Comprehensive Plan Update Draft [ACTION ITEM]

Belknap reviewed the changes incorporated from last meeting's discussion of citizen comments. Commissioners were pleased with how the citizen comments were addressed and supported setting a hearing date for the Comp Plan Update. Belknap said it would likely be the January 23rd meeting.

7. Small Cell Wireless Facilities Report

Belknap introduced the topic of small cell wireless facilities which will be the upcoming mechanism for 5G service and will require modification of Moscow's current telecommunication code. 5G service will provide much higher data speeds and traffic but will require significantly more short-distance towers. Most of Moscow's current antennae are on tall existing structures (Theophilus Tower, McConnell Building, F Street and Residence Street water towers) and three free-standing towers (on Peterson Drive, behind Eastside Marketplace, and by Creekside Apartments on South Highway 95). Small cell antennae will need to be located about 500 feet apart so will likely be on utility poles and luminaires. The FCC has established strict guidelines on what jurisdictions can/cannot regulate and the processing fees/timelines for small cell deployment processes. Belknap illustrated examples of how other municipalities have codified concerns such as visual clutter, design standards, effects on the tree canopy, minimizing the number of towers, etc. Hamilton asked if the City will need to maintain codes for both tall tower and small cell towers, and Belknap said yes because tall towers will serve <5G phones and the rural areas. Gropp suggested this could be a good opportunity to partner with Avista to update power poles. Seever preferred the luminaire towers over antennae on wooden utility poles. Belknap thought the City would have to accommodate a variety of installations depending on the location and tree canopy. Belknap surmised that in this market the most cost-effective installation will be a network serving multiple carriers. He said the City has already had multiple inquiries and staff are working on an initial code draft.

The meeting adjourned at 8:21 p.m.



Wendy McClure, Chair

COMMITTEE STAFF REPORT

DATE: Tuesday, February 19, 2019



RESPONSIBLE STAFF

Bill Belknap, Community Development Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

City Facility Bond Election Ordinance Approval (ACTION ITEM) - Bill Belknap

DESCRIPTION

Over the last several decades, the City has discussed the need to construct a new police services facility to replace the deficient facility currently located at the corner of Fourth and Washington Streets. In 2015, the City Council identified the deteriorating and substandard Police Facility as a significant major challenge facing the community.

Planning for the project began with the development of a Police Facility Master Plan that was prepared by LCA Architects in the fall of 2016. The initial location of the facility was at the current Recycling Center property as it was anticipated that the Recycling Center would be relocated to another more suitable site. Recent changes to the recycling market and program, as well as community desire to retain the recycling facility in its current location, lead to the need to identify a new location for the Police Services Facility. After review of several locations, the candidate sites were narrowed to three, and the preferred location selected was a 2.31 acre site located at the southeast corner of the intersection of South Main Street and Southview Avenue. City Staff negotiated a purchase agreement to secure the property under contract until the bond election could be held in May of 2019.

As detailed within the City Facilities Master Plan, the Engineering and Community Development Department offices are currently significantly deficient in space and functional elements and the current Police Services location on Fourth Street was identified as a possible future location for those two departments. In the spring of 2018, Associated Architects were engaged to assess the Fourth Street building and prepare a conceptual plan and cost estimate to remodel the facility to accommodate Engineering and Community Development.

Finally, the Mann Building which currently houses Engineering and Community Development was identified as a suitable location for the Information Services group which had been temporarily relocated from City Hall to the Eggen Youth Center due to the need for additional space. The Mann Building has experienced significant cracking of the masonry block exterior and the flat roof is nearing the end of its service life. Cost estimates were prepared to install new siding and roofing systems to the building to prohibit further deterioration and maximize the building's serviceable life.

On December 17, 2018 the City Council approved the Southview site purchase agreement and provided staff with direction to pursue the development of a bond measure that would address all three facilities to include the construction of the new Police Services Facility, remodeling of the Fourth Street Building for

Engineering and Community Development, and the installation of new roofing and siding systems and minor associated remodeling to the building to accommodate the Information Systems Department.

The attached January 24, 2019 memo documented the anticipated cost of the identified City facility improvements and assessed the anticipated bond financing term options and the associated bond levy cost impact to City taxpayers. The analysis led to the recommendation that the City pursue a 10 year bond which would result in a savings of almost \$2.3 Million in interest payments. Since the memo's publication there have been slight project cost projection adjustments that have brought the total bond amount to \$9.64 Million. Additionally, recent bond market trends have lead the City's financial consult to reduce the projected bond interest rate to 2.21% due to the City's outstanding AA- bond rating.

The next step in the process is to pass a bond ordinance which establishes the May 21st bond election ballot question, the total bond amount, estimated interest cost and tax payer impact per \$100,000 of assessed taxable valuation. Staff, in conjunction with bond counsel and our financial adviser, have prepared the bond ordinance for the Council's consideration and passage. This item was reviewed by the Public Works Finance Committee on February 11, 2019.

STAFF RECOMMENDATION

Approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 8507168_3_Bond Election Ordinance
2. PD Bond Assessment Memo 1-24-19

BOND ELECTION ORDINANCE NO. 2019-01

AN ORDINANCE CALLING A GENERAL OBLIGATION BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF MOSCOW, IDAHO, THE PROPOSITION FOR THE ISSUANCE OF NEGOTIABLE GENERAL OBLIGATION BONDS OF THE CITY OF MOSCOW, IDAHO, AND IN PROVIDING FOR THE ISSUANCE OF SUCH BONDS, THE LEVY OF A TAX TO PAY SUCH BONDS.

WHEREAS, certain improvements throughout the City of Moscow, Idaho (the “City”), are deemed by the members of the Council of the City (the “Council”) to be required for the public good and welfare of the City; and

WHEREAS, the Council has determined and hereby deems it is necessary and advisable to finance certain capital improvements in the City for the purposes of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor, pursuant to Section 50-1019(9), Idaho Code (collectively the “Projects”); and

WHEREAS, the City deems it necessary and advisable to issue general obligation bonds of the City in the aggregate amount of up to \$9,640,000, pursuant to the provisions of Sections 50-1019 and 50-1026, Idaho Code, and Chapter 2, Title 57, Idaho Code, to finance the Projects, and in order to do so desires to call an election to be held pursuant to Chapter 14, Title 34, Idaho Code, for electorate authorization of issuing bonds to finance each of the Projects.

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

SECTION 1. That a general obligation bond election (the “Bond Election”) is hereby called to be held in the City on Tuesday, May 21, 2019, for the purpose of submitting to the qualified electors of the City the propositions set forth in the form of ballot question hereinafter provided.

SECTION 2. That the City hereby determines that the outstanding amount of all bonded indebtedness of the City, including the bonds proposed under this Ordinance, will not exceed two percent (2%) of the market value for assessment purposes of all taxable property within the City on the tax rolls completed and available as of the date of the Bond Election.

SECTION 3. That pursuant to Section 34-1401, Idaho Code, the Clerk of Latah County, Idaho (the “County Clerk”) shall administer the Bond Election, including scheduling the polling times; preparing and printing the ballots; publishing the notice of the Bond Election and the sample ballot; and conducting the Bond Election.

SECTION 4. That in compliance with Section 34-1406, Idaho Code, the Clerk of the City (the "City Clerk") shall notify the County Clerk that the Mayor and Council have called the Bond Election on behalf of the City by delivering to the County Clerk a copy of this Ordinance, including the forms of ballot question and notice of the Bond Election, as provided under SECTION 5 and SECTION 6 hereof.

SECTION 5. For purposes of the Bond Election, the Council hereby approves the form of ballot question as set forth below:

*****FORM OF BALLOT QUESTION*****

May 21, 2019

Shall the City of Moscow, Idaho, be authorized to issue and sell general obligation bonds in the principal amount of up to \$9,640,000 for the purposes of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor; the bonds to be due in installments as fixed by the Mayor and Council of the City, the last installment to be due and payable not more than ten (10) years from the date of issue of such bonds, as provided in Ordinance No. 2019-01 adopted by the Council of the City on February 19, 2019?

The interest rate anticipated on the proposed bond issue, based upon current market rates, is two and twenty-one hundredths percent (2.21%) per annum. The total amount to be repaid over the life of such bonds, based on the anticipated interest, is \$10,849,800 consisting of \$9,640,000 in principal and \$1,209,800 of interest. The bonds shall mature no more than ten (10) years from the date of issuance thereof.

The estimated average annual cost to the taxpayer on the proposed bond is a tax of \$85 per \$100,000 of taxable assessed value based on current conditions and the data above.

As of May 21, 2019, the total existing indebtedness of the City, including interest accrued, is zero dollars (\$0.00).

IN FAVOR OF ISSUING BONDS TO THE AMOUNT OF \$9,640,000 FOR THE PURPOSES STATED IN ORDINANCE NO. 2019-01	☐
AGAINST ISSUING BONDS TO THE AMOUNT OF \$9,640,000 FOR THE PURPOSES STATED IN ORDINANCE NO. 2019-01	☐

*****End Form of Ballot Question*****

SECTION 6. For purposes of the Bond Election, the Notice of Bond Election shall be substantially in the following form:

*****FORM OF NOTICE OF GENERAL OBLIGATION BOND ELECTION*****

NOTICE OF GENERAL OBLIGATION BOND ELECTION

Pursuant to the laws of the State of Idaho and Ordinance No. 2019-01 of the Mayor and Council of the City of Moscow, Idaho (the "City"), adopted on February 19, 2019, notice is hereby given that a General Obligation Bond Election will be held in the City on Tuesday, May 21, 2019, beginning at the hour of 8:00 a.m. and closing at the hour of 8:00 p.m., for the questions of whether the City shall be authorized to issue and sell general obligation bonds up to the aggregate principal amount of \$9,640,000 for the purposes of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor. The bonds shall be due in installments as fixed by the Mayor and Council of the City, the last installment to be due and payable not more than ten (10) years from the date of issuance of the bonds, as provided in Ordinance No. 2019-01 adopted by the Council of the City on February 19, 2019.

The following statements are required by Section 34-439, Idaho Code:

The projects to be financed by the sale of the proposed bonds are as set forth in the above Notice. The anticipated interest rate on the proposed bonds, based upon current market rates, is two and twenty-one hundredths percent (2.21%) per annum. The total amount to be repaid over the life of such bonds, based on the anticipated interest, is \$10,849,800 consisting of \$9,640,000 in principal and \$1,209,800 of interest. The bonds shall mature no more than ten (10) years from the date of issuance thereof.

The estimated average annual cost to the taxpayer on the proposed bond is a tax of \$85 per \$100,000 of taxable assessed value based on current conditions and the data above.

As of May 21, 2019, the total existing indebtedness of the City, including interest accrued, is zero dollars (\$0.00).

*****End Form of Notice of General Obligation Bond Election*****

SECTION 7. That if at the Bond Election two-thirds (2/3) of the qualified registered electors of the City, eighteen (18) years of age or older who have resided in the City for thirty (30) days, voting thereat assent to the issuance of said bonds under the proposition, as certified by the County Clerk, the negotiable bonds of the City shall be issued as hereinabove provided and shall mature not more than ten (10) years from their date, and the annual bond maturities thereof shall be payable in accordance with the provisions of the Idaho Municipal Bond Law, Chapter 2, Title 57, Idaho Code. Such issue or issues will create new debt for the object of providing for the acquisition, construction, remodeling, improvement or otherwise, of the approved Projects, and to pay the costs of issuance of such bonds, in accordance with the provisions of Section 50-1026, Idaho Code, payable from the proceeds of taxes and other available sources.

SECTION 8. That said negotiable general obligation bonds shall be issued if carried as aforesaid, and payment shall be made from available sources of revenue and through the levy of taxes in the City, beginning in the year that principal and interest payments are due, and continuing until principal and interest shall have been fully paid in such amounts and at such rates as are necessary to assure the prompt payment of such interest, and also to establish and to constitute a sinking fund sufficient for the payment of the principal thereof as required by law, and it is hereby ordered that such taxes shall be levied annually at the time and in the manner as general taxes for the City are levied in each such year; provided, however, the aforementioned taxes shall never be diminished prior to payment of all bonds excepting in any year to the extent that other available funds shall have been applied to or set aside in a special fund to be irrevocably held for the payment of principal or interest or both, payable from said taxes for such year. The proper officer or officers of the City are hereby authorized and directed to do all things requisite and necessary to carry out the provisions of this Section and to apply the proceeds of the taxes so collected to the payment of such principal and interest.

SECTION 9. That, pursuant to the provisions of Sections 50-901 and 50-901A, Idaho Code, as amended, this Ordinance, or a summary thereof substantially in the form attached hereto as Exhibit "A," shall be published within one (1) month hereafter in an issue of *The Daily News*, the official newspaper of the City, and shall take effect and be in full force immediately upon its passage, approval and publication.

ADOPTED by the Council of the City of Moscow, Idaho, at a regular meeting thereof held this 19th day of February, 2019.

CITY OF MOSCOW, IDAHO

By: _____
Bill Lambert, Mayor

(SEAL)

ATTEST:

By: _____
Laurie M. Hopkins, City Clerk

EXHIBIT “A”

SUMMARY OF ELECTION ORDINANCE

CITY OF MOSCOW, IDAHO

Summary of Bond Election Ordinance No. 2019-01, passed February 19, 2019

AN ORDINANCE CALLING A GENERAL OBLIGATION BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF MOSCOW, IDAHO, THE PROPOSITION FOR THE ISSUANCE OF NEGOTIABLE GENERAL OBLIGATION BONDS OF THE CITY OF MOSCOW, IDAHO, AND IN PROVIDING FOR THE ISSUANCE OF SUCH BONDS, THE LEVY OF A TAX TO PAY SUCH BONDS.

A summary of the principal provisions of Bond Election Ordinance No. 2019-01 of the City of Moscow, Idaho (the “City”), adopted on February 19, 2019 (the “Election Ordinance”), is as follows:

Section 1. Calls for a general obligation bond election to be held in the City on Tuesday, May 21, 2019, for the purpose of submitting to the qualified electors of the City the proposition of the issuance of up to \$9,640,000 negotiable general obligation bonds of the City and to levy a tax to pay the bonds for the purposes of acquisition, construction, remodeling, improvement or otherwise, of a new police station and other public buildings throughout the City, together with all necessary appurtenant facilities and equipment, including all necessary land therefor, pursuant to Section 50-1019(9), Idaho Code (collectively, the “Projects”).

Section 2. Determines that the outstanding amount of all bonded indebtedness of the City upon issuance of the bonds will not exceed two percent (2%) of the market value for assessment purposes of all taxable property within the City on the date of the election.

Section 3. Provides that the Latah County Clerk shall administer the election in accordance with Idaho law.

Section 4. Provides that the City Clerk will notify the County Clerk that the election has been called and provide to the County Clerk a copy of the Election Ordinance with forms of ballot and notice.

Section 5. Provides the form of ballot question.

Section 6. Provides the form of notice of general obligation bond election.

Section 7. Provides authority to issue bonds upon successful passage of the election in accordance with the Idaho Municipal Bond Law in order to finance the approved Projects.

Section 8. Provides that said negotiable general obligation bonds shall be issued if carried as aforesaid, and payment shall be made from available sources of revenue and through the levy of taxes in the City, beginning in the year that principal and interest payments are due and continuing until principal and interest shall have been fully paid in such amounts and at such rates as are necessary to assure the prompt payment of such interest, and to establish and to constitute a sinking fund sufficient for the payment of the principal thereof as required by law, and ordering that such taxes shall be levied annually at the time and in the manner as general taxes for the City are levied in each such year; provided, however, the aforementioned taxes shall never be diminished prior to payment of all bonds excepting in any year to the extent that other available funds shall have been applied to or set aside in a special fund to be irrevocably held for the payment of principal or interest or both, payable from said taxes for such year. The proper officer or officers of the City are authorized and directed to do all things requisite and necessary to carry out the provisions of this Section and to apply the proceeds of the taxes so collected to the payment of such principal and interest.

Section 9. Providing for publication of the Election Ordinance or summary thereof in *The Daily News* within one (1) month after adoption, and that the Election Ordinance shall take effect and be in full force immediately upon its passage, approval and publication.

Exhibit "A": Sets forth this summary for publication. The complete text of the Election Ordinance is available in the office of the City Clerk at 206 East Third Street, Moscow, Idaho.

ADOPTED BY the Council of the City at a regular meeting held on February 19, 2019.

CITY OF MOSCOW, IDAHO

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____
Laurie M. Hopkins, City Clerk

CERTIFICATION OF BOND COUNSEL

I, the undersigned Bond Counsel for City of Moscow, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 2019-01 of said City and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED as of this _____ day of February, 2019.

HAWLEY TROXELL ENNIS & HAWLEY LLP

S.C. Danielle Quade

Memo

To: Gary J. Riedner, City Supervisor
From: Bill Belknap, Community Development Director
Date: January 24, 2019
Re: Police Services Facility Bond Assessment

Introduction

Over the last several decades, the City has discussed the need to construct a new police services facility to replace the deficient facility currently located at the corner of Fourth and Washington Streets. In 2015 the City Council identified the deteriorating and substandard Police Facility as a significant major challenge facing the community.

Planning for the project began with the development of a Police Facility Masterplan that was prepared by LCA Architects in the fall of 2016. The initial location of the facility was at the current Recycling Center property as it was anticipated that the Recycling Center would be relocated to another more suitable site. Recent changes to the recycling market and program, as well as community desire to retain the recycling facility in its current location, lead to the need to identify a new location of the Police Services Facility. After review of several locations, the candidate sites were narrowed to three, and the preferred location selected was a 2.31 acre site located at the southeast corner of the intersection of South Main Street and Southview Avenue. City Staff negotiated a purchase agreement to secure the property under contract until the bond election could be held in May of 2019.

As detailed within the City Facilities Master Plan, the Engineering and Community Development Department offices are currently significantly deficient in space and functional elements and the current Police Services location on Fourth Street was identified as a possible future location for those two departments. In the spring of 2018, Associated Architects were engaged to assess the Fourth Street building and prepare a conceptual plan and cost estimate to remodel the facility to accommodate Engineering and Community Development.

Finally, the Mann Building which currently houses Engineering and Community Development was identified as a suitable location for the Information Services group which had been temporarily relocated from City Hall to the Eggan Youth Center due to the need for additional space. The Mann Building has experienced significant cracking of the masonry block exterior and the flat roof is nearing the end of its service life. Cost estimates were prepared to install new siding and roofing systems to the building to prohibit further deterioration and maximize the building's serviceable life.

On December 17, 2018 the City Council approve the Southview site purchase agreement and provided staff with direction to pursue the development of a bond measure that would address all three facilities to including the construction of the new Police Services Facility, remodeling of the Fourth Street Building for Engineering and Community Development, and the

installation of new roofing and siding systems and minor associated remodeling to the building to accommodate the Information Systems Department.

This memo is intended to document the anticipated cost of the identified City Facility improvements, assess the anticipated bond financing options and the associated bond levy cost impact to City taxpayers, and to provide a recommendation for consideration by the City Council.

Project Cost Assumptions

During the course of the development of the 2016 Police Facility Masterplan development prepared by LCA Architects, City and Moscow Police Department command staff developed a facility and site program to accommodate the necessary police services functions to serve as the basis of the concept design and cost estimate preparation. The facility included a two-story 16,000 square foot administrative and operations building, a 4,000 square foot storage and vehicle processing outbuilding along with 50 secure parking spaces for staff and police vehicles (including 10 covered stalls), and an approximate 30-stall public parking lot. The 2016 study concluded with an anticipated construction cost of the facility, excluding land cost, of \$5.3M. In the spring of 2019, LCA was engaged to update the construction cost estimate with an anticipated project bid date of January of 2020. That resulted in an undated cost estimate of \$6.9 Million, or a total of \$7.7M including the site purchase.

Associated Architects was engaged to prepare a schematic floor plan and associated cost estimate for the renovation of the Fourth Street Building including ADA access improvements, office space renovations to accommodate the Engineering and Community Development Departments, and restoration of the original brick façade of the structure at a total cost of approximately \$1.5 M.

Finally, estimates for the proposed renovations to the Mann Building anticipated to include the installation of new roofing and siding systems and repair of the current cracked masonry walls were developed, totaling \$132,043. Table 1 below details the individual project cost estimates, financing costs, and total bond amount that would be required.

CITY FACILITIES PROJECT COST ESTIMATE		
Facility Cost Estimates		
Police Services Facility		\$7,717,225
Fourth Street Renovation		\$1,500,458
Mann Building Renovation		\$132,043
TOTAL CITY FACILITIES PROJECT COST		\$9,349,726
BOND MEASURE COST ESTIMATE 10 Y		
Construction Project Amount	\$ 9,349,726.28	
Issuance/Financing Cost (1.25%)	\$ 116,871.58	
Project Cost	\$ 9,466,597.86	
Bond Amount	\$ 9,466,597.86	

Table 1- Construction Cost Estimates

Financing Alternative Assessment

Three different financing bond terms of 10, 15, and 20 years were analyzed to assess the annual debt service payments, anticipated bond levy amounts, and tax per \$100,000 of taxable valuation as well as total interest costs. For this analysis, it was assumed that the City's total assessed valuation would increase 2% annually which is the historical average over the period from 2007 to 2017. This average annual growth rate was then projected forward over the duration of the bond measure to forecast the bond levy amounts and tax burden over the life of the bond measure. Table 2 below documents the historical assessed valuation, annual growth rates and General Obligation (GO) bonding capacity of the City, which by statute is limited to 2% of the total assessed valuation of the City.

City Assessed Valuation and GO Bond Capacity			
Year	Assessed Valuation	Annual % Growth	GO Bond Capacity (2%)
2007	\$ 941,787,638.00		\$ 18,835,752.76
2008	\$ 966,821,342.00	2.66%	\$ 19,336,426.84
2009	\$ 981,527,367.00	1.52%	\$ 19,630,547.34
2010	\$ 1,002,551,537.00	2.14%	\$ 20,051,030.74
2011	\$ 1,032,152,235.00	2.95%	\$ 20,643,044.70
2012	\$ 1,057,144,804.00	2.42%	\$ 21,142,896.08
2013	\$ 1,059,438,863.00	0.22%	\$ 21,188,777.26
2014	\$ 1,056,277,496.00	-0.30%	\$ 21,125,549.92
2015	\$ 1,076,188,100.00	1.88%	\$ 21,523,762.00
2016	\$ 1,110,380,246.00	3.18%	\$ 22,207,604.92
2017	\$ 1,147,063,791.00	3.30%	\$ 22,941,275.82
	Average Annual Growth Rate	2.0%	

Table 2 - Assessed Valuation History

Amortization schedules were prepared for all three bond terms utilizing a rounded-off bond amount of \$9.5 Million and interest rates of 2.5%, 3.0% and 3.3% for the 10, 15, and 20 year terms respectively. These rates were recommended for the analysis by the City's Financial Advisor Piper Jaffray & Co. The amortization tables for each term are illustrated in Tables 3-5.

Ten Year Bond					
Bond Amount \$ 9,500,000.00					
Interest Rate 2.50%					
Term 10					
Payment Num.	Payment	Interest	Principal	Balance	Tax Per \$100K
1	(\$1,085,458.25)	(\$237,500.00)	\$ (847,958.25)	\$ 8,652,041.75	\$ 89.17
2	(\$1,085,458.25)	(\$216,301.04)	\$ (869,157.21)	\$ 7,782,884.54	\$ 87.42
3	(\$1,085,458.25)	(\$194,572.11)	\$ (890,886.14)	\$ 6,891,998.41	\$ 85.71
4	(\$1,085,458.25)	(\$172,299.96)	\$ (913,158.29)	\$ 5,978,840.12	\$ 84.03
5	(\$1,085,458.25)	(\$149,471.00)	\$ (935,987.25)	\$ 5,042,852.87	\$ 82.38
6	(\$1,085,458.25)	(\$126,071.32)	\$ (959,386.93)	\$ 4,083,465.94	\$ 80.77
7	(\$1,085,458.25)	(\$102,086.65)	\$ (983,371.60)	\$ 3,100,094.34	\$ 79.18
8	(\$1,085,458.25)	(\$77,502.36)	\$ (1,007,955.89)	\$ 2,092,138.45	\$ 77.63
9	(\$1,085,458.25)	(\$52,303.46)	\$ (1,033,154.79)	\$ 1,058,983.66	\$ 76.11
10	(\$1,085,458.25)	(\$26,474.59)	\$ (1,058,983.66)	\$ -	\$ 74.61
Totals	(\$10,854,582.50)	(\$1,354,582.50)	(\$9,500,000.00)		

Table 3 - 10 Year Amortization Schedule

Fifteen Year Bond					
Bond Amount \$ 9,500,000.00					
Interest Rate 3.00%					
Term 15					
Payment Num.	Payment	Interest	Principal	Balance	Tax per \$100K
1	(\$795,782.51)	(\$285,000.00)	(\$510,782.51)	\$ 8,989,217.49	\$ 65.37
2	(\$795,782.51)	(\$269,676.52)	(\$526,105.99)	\$ 8,463,111.50	\$ 64.09
3	(\$795,782.51)	(\$253,893.34)	(\$541,889.17)	\$ 7,921,222.33	\$ 62.84
4	(\$795,782.51)	(\$237,636.67)	(\$558,145.84)	\$ 7,363,076.48	\$ 61.60
5	(\$795,782.51)	(\$220,892.29)	(\$574,890.22)	\$ 6,788,186.26	\$ 60.40
6	(\$795,782.51)	(\$203,645.59)	(\$592,136.93)	\$ 6,196,049.34	\$ 59.21
7	(\$795,782.51)	(\$185,881.48)	(\$609,901.03)	\$ 5,586,148.30	\$ 58.05
8	(\$795,782.51)	(\$167,584.45)	(\$628,198.07)	\$ 4,957,950.24	\$ 56.91
9	(\$795,782.51)	(\$148,738.51)	(\$647,044.01)	\$ 4,310,906.23	\$ 55.80
10	(\$795,782.51)	(\$129,327.19)	(\$666,455.33)	\$ 3,644,450.90	\$ 54.70
11	(\$795,782.51)	(\$109,333.53)	(\$686,448.99)	\$ 2,958,001.91	\$ 53.63
12	(\$795,782.51)	(\$88,740.06)	(\$707,042.46)	\$ 2,250,959.46	\$ 52.58
13	(\$795,782.51)	(\$67,528.78)	(\$728,253.73)	\$ 1,522,705.73	\$ 51.55
14	(\$795,782.51)	(\$45,681.17)	(\$750,101.34)	\$ 772,604.38	\$ 50.54
15	(\$795,782.51)	(\$23,178.13)	(\$772,604.38)	\$ -	\$ 49.55
Totals	(\$11,936,737.72)	(\$2,436,737.72)	(\$9,500,000.00)		

Table 4 - 15 Year Amortization Schedule

Twenty Year Bond					
Bond Amount	\$ 9,500,000.00				
Interest Rate	3.30%				
Term	20				
Payment Num.	Payment	Interest	Principal	Balance	Tax per \$100K
1	(\$656,391.17)	(\$313,500.00)	(\$342,891.17)	\$ 9,157,108.83	\$ 53.92
2	(\$656,391.17)	(\$302,184.59)	(\$354,206.58)	\$ 8,802,902.26	\$ 52.87
3	(\$656,391.17)	(\$290,495.77)	(\$365,895.39)	\$ 8,437,006.86	\$ 51.83
4	(\$656,391.17)	(\$278,421.23)	(\$377,969.94)	\$ 8,059,036.92	\$ 50.81
5	(\$656,391.17)	(\$265,948.22)	(\$390,442.95)	\$ 7,668,593.98	\$ 49.82
6	(\$656,391.17)	(\$253,063.60)	(\$403,327.57)	\$ 7,265,266.41	\$ 48.84
7	(\$656,391.17)	(\$239,753.79)	(\$416,637.38)	\$ 6,848,629.03	\$ 47.88
8	(\$656,391.17)	(\$226,004.76)	(\$430,386.41)	\$ 6,418,242.62	\$ 46.94
9	(\$656,391.17)	(\$211,802.01)	(\$444,589.16)	\$ 5,973,653.46	\$ 46.02
10	(\$656,391.17)	(\$197,130.56)	(\$459,260.60)	\$ 5,514,392.86	\$ 45.12
11	(\$656,391.17)	(\$181,974.96)	(\$474,416.20)	\$ 5,039,976.66	\$ 44.24
12	(\$656,391.17)	(\$166,319.23)	(\$490,071.94)	\$ 4,549,904.72	\$ 43.37
13	(\$656,391.17)	(\$150,146.86)	(\$506,244.31)	\$ 4,043,660.41	\$ 42.52
14	(\$656,391.17)	(\$133,440.79)	(\$522,950.37)	\$ 3,520,710.04	\$ 41.68
15	(\$656,391.17)	(\$116,183.43)	(\$540,207.74)	\$ 2,980,502.30	\$ 40.87
16	(\$656,391.17)	(\$98,356.58)	(\$558,034.59)	\$ 2,422,467.71	\$ 40.07
17	(\$656,391.17)	(\$79,941.43)	(\$576,449.73)	\$ 1,846,017.98	\$ 39.28
18	(\$656,391.17)	(\$60,918.59)	(\$595,472.57)	\$ 1,250,545.40	\$ 38.51
19	(\$656,391.17)	(\$41,268.00)	(\$615,123.17)	\$ 635,422.23	\$ 37.75
20	(\$656,391.17)	(\$20,968.93)	(\$635,422.23)	\$ (0.00)	\$ 37.01
Totals	(\$13,127,823.34)	(\$3,627,823.34)	(\$9,500,000.00)		

Table 5 - Twenty Year Amortization Schedule

Bond Term Comparisons

The most significant difference between the various bond terms is the amount of financing interest that the City would pay on the \$9.5 Million principal amount which ranges from just over \$1.3 Million on the 10 year term to approximately \$3.6 Million on the 20 year term as shown in Table 6 below. There would appear to be two primary objectives in assessing and selecting the preferred bond term which includes minimizing the interest paid to make the most efficient use of taxpayer funds while achieving an acceptable annual burden upon individual taxpayers. A comparison of the tax burden upon residential properties of various assessed valuations is illustrated in Tables 7-9. According to the Latah County MLS, the 2018 average home sales price was \$275,241.

Comparison of Total Interest Payment	
Bond Term	Total Interest Payments
10	\$ 1,354,582.00
15	\$ 2,436,737.00
20	\$ 3,627,823.00

Table 6 - Bond Interest Payment Comparison

Annual Bond Levy Assessment Estimates 10 Year		
Total Valuation	Taxable Valuation	Annual Bond Cost
\$ 150,000.00	\$ 75,000.00	\$ 66.88
\$ 200,000.00	\$ 100,000.00	\$ 89.17
\$ 250,000.00	\$ 150,000.00	\$ 133.76
\$ 300,000.00	\$ 200,000.00	\$ 178.34
\$ 350,000.00	\$ 250,000.00	\$ 222.93
\$ 400,000.00	\$ 300,000.00	\$ 267.51

Table 7 - Ten Year Bond Tax Burden

Annual Bond Levy Assessment Estimates 15 Year		
Total Valuation	Taxable Valuation	Annual Bond Cost
\$ 150,000.00	\$ 75,000.00	\$ 49.03
\$ 200,000.00	\$ 100,000.00	\$ 65.37
\$ 250,000.00	\$ 150,000.00	\$ 98.06
\$ 300,000.00	\$ 200,000.00	\$ 130.75
\$ 350,000.00	\$ 250,000.00	\$ 163.44
\$ 400,000.00	\$ 300,000.00	\$ 196.12

Table 8 - Fifteen Year Bond Tax Burden

Annual Bond Levy Assessment Estimates 20 Year		
Total Valuation	Taxable Valuation	Annual Bond Cost
\$ 150,000.00	\$ 75,000.00	\$ 40.44
\$ 200,000.00	\$ 100,000.00	\$ 53.92
\$ 250,000.00	\$ 150,000.00	\$ 80.88
\$ 300,000.00	\$ 200,000.00	\$ 107.85
\$ 350,000.00	\$ 250,000.00	\$ 134.81
\$ 400,000.00	\$ 300,000.00	\$ 161.77

Table 9 - Twenty Year Term Tax Burden

Recommendations

For an average home with an assessed valuation of \$250,000, the annual bond cost ranges from \$133.76 per year for the 10 year bond, to \$80.88 per year for the 20 year bond, or a difference of \$4.40 per month between the two options. At the same time the 20 year bond would cost the City and taxpayers almost \$2.3 Million in additional interest expenses that is neither invested in these needed community facilities nor retained by the taxpayer for their own financial needs. When compared to the relatively modest increased tax burden of \$4.40 per month, Staff would recommend that the City Council select the 10 year bond term in the upcoming bond election.