

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
August 21, 2023**

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. 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. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 7, 2023 Minutes - Laurie M. Hopkins

B. Disbursement Report July 2023 - Sarah Banks

Staff presented the July 2023 Accounts Payable Report to the Public Works / Finance Committee on August 14th, 2023. The Committee received the report and approved the disbursements as presented..

ACTION: Accept the Disbursements Report for the month of July 2023.

C. Strategic Initiatives Grant Program - Alisa Anderson / Scott Bontrager

The Strategic Initiatives Grant Program is funded with one-time State of Idaho General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects. All projects are required to be on public highways and streets and will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The City of Moscow falls under Category 2 which is rural or small urban areas with a population less than 50,000. Projects in this category are limited to \$2 million and do not require matching funds. City staff are proposing to apply for funding to install approximately 25,000 square yards of Asphalt Chip Seal and 100,000 square yards of Asphalt Slurry Seal in addition to three surface restoration (grind and inlay) projects. The restoration projects have been identified in the City's Roadway Condition Assessment Program and included in the Street Department's Capital Improvement Plan as a priority in upcoming budget years 2025-2028. These projects are located on Taylor Avenue, White Avenue, and "D" Street. This item was reviewed by the Public Works/Finance Committee on August 14, 2023, and recommended for approval.

ACTION: Approval to apply for the Strategic Initiatives Grant Program in an amount not to exceed \$2,000,000.

D. City of Elk River Solid Waste Disposal Agreement - Tim Davis

The City of Elk River approached the City of Moscow in 2022 regarding disposal of their waste through the Moscow Solid Waste Facility. The City of Elk River waste is collected then deposited at a centrally located compactor. The compactor is hauled on a roll-off truck, dumped and then returned. The City of Elk River produces approximately 150 tons of waste annually. Clearwater County has a disposal agreement with Asotin County. Due to Elk River's location and proximity to the Moscow Solid Waste Facility, Clearwater County's failing roll-off truck, and Elk River's dissatisfaction with the services that they were receiving, The Moscow City Council elected to execute a disposal agreement with the City of Elk River in August of 2022 that expires September 30, 2023. The City of Elk River wishes to have the City of Moscow continue to provide these processing and disposal services. If the Moscow City Council agrees to execute this new disposal agreement, the term of the agreement will be in sequence with other disposal agreements recently executed with Latah County and other cities. This was reviewed by the Public Works/Finance Committee on August 14, 2023 and recommended for approval.

ACTION: Approve the Disposal Contract between the City of Elk River and the City of Moscow, Idaho as presented.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

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

4. Proposed Lot Division of a 10-Acre Parcel Located Directly North of the Current Terminus of Warbonnet Drive (ACTION ITEM) – Aimee Hennrich

The applicant, Warbonnet LLC, is requesting a lot division to create four lots of approximately 3.24 acres, 1.70 acres, 1.70 acres, and 1.39 acres in size from an existing 10-acre parcel located directly north of the current terminus of Warbonnet Drive. The proposal includes parkland dedication of 20,060 square feet as well as the right of way dedication required to extend Warbonnet Drive to the northern property boundary. The subject property is located in the Multiple Family Residential (R-4) Zoning District. Within the R-4 Zoning District, lots are required to be a minimum of 5,000 square feet in size and have a minimum lot width of 50 feet. All proposed lots meet the minimum lot area and width requirements of the R-4 Zone. In addition, lot division proposals within the R-4 Zone require 9% of the net developable land to be dedicated to parkland. On June 29, 2023, the Parks and Recreation Commission reviewed and recommended approval of the parkland dedication proposed as a part of this application. This proposal was heard on August 14, 2023 at the Public Works and Finance Committee meeting and was recommended for approval.

PROPOSED ACTIONS: Approve the lot division request with no conditions; or approve the lot division request with conditions; or deny the lot division request; or provide staff with further direction.

5. Moscow Sister Cities Association – Dave Barber

6. Pullman Moscow Airport Report – Tony Bean

7. Stormwater Utility NPDES Compliance Report – Kyle Steele / Steve Schulte

REPORTS

City Council

Mayor

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
August 7, 2023

7:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Mayor Art Bettge, Drew Davis, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Sarah Banks, Kyle Steele, Mike Ray

PLEDGE OF ALLEGIANCE

Council Member Parker led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council July 17, 2023 Minutes - Laurie M. Hopkins

B. Milton Arthur Park Playground Installation Agreement - David Schott

Last year, the City selected and procured the playground equipment for Milton Arthur Park and hired a contractor to install the concrete pad for the playground equipment. In the past, Parks Department staff have installed playground equipment and safety surfacing in-house. However, due to labor constraints and technical knowledge lost due to staff turnover, City staff currently do not have the capacity to complete the playground installation. City staff contacted two playground installers in June requesting quotes to install the playground equipment and rubber tile safety surfacing over the existing concrete slab. McKinney Construction, LLC submitted the low quote in the amount of forty-seven thousand seventy-four dollars and fifty cents (\$47,074.50). Because the installation was originally planned to be completed by City staff, funding was not appropriated in the FY2023 budget. However, due to vacant full-time parks positions throughout the year, staff anticipate savings of \$102,030.87 that can be allocated to fund the playground installation. Staff recommends acceptance of the low quote provided by McKinney Construction, LLC in the amount of forty-seven thousand seventy-four dollars and fifty cents (\$47,074.50) to install the playground equipment and rubber tile safety surfacing at Milton Arthur Park. This was reviewed by the Administrative Committee on July 24, 2023 and recommended for approval.

ACTION: Accept the low quote provided by McKinney Construction, LLC in the amount of forty-seven thousand seventy-four dollars and fifty cents (\$47,074.50) to install the playground equipment and rubber tile safety surfacing at Milton Arthur Park.

C. Lot Line Adjustment at 190 and 197 Wheatland Court - Aimee Hennrich/Mike Ray

The applicant, Phil Rheingans, is requesting a lot line adjustment between two properties located at 190 and 197 Wheatland Court. The proposed lot line adjustment would reduce the lot addressed as 190 Wheatland Ct from 5,657 sf to 5,522 sf and expand the lot addressed as 197 Wheatland Ct from 3,838 sf to 3,975 sf. The applicant is requesting the lot line adjustment in order to accommodate a proposed building design. The subject properties are located within the Neighborhood Business Zoning District (NB) and are part of an approved Planned Unit Development referred to as the Harvest Hills PUD. Within the Harvest Hills PUD, twinhome lots require a minimum lot area of

2,250 sf, minimum lot width of 25 ft, and the required side yard setback is a minimum of 7 feet. The proposed lot line adjustment meets all zoning requirements. This item was reviewed by the Administrative Committee on July 24, 2023 and recommended for approval.

ACTION: Approve the lot line adjustment request with no conditions.

D. Lot Line Adjustment for 826 and 836 Orchard Ave - Aimee Hennrich/Mike Ray

The applicants, Scott and Heidi Gropp, are requesting a lot line adjustment between two properties located at 826 and 836 Orchard Ave. The proposed lot line adjustment would reduce the lot addressed as 826 Orchard Ave from 14,061 sf to 13,191 sf and expand the lot addressed 836 Orchard Ave from 15,844 sf to 16,714 sf. The applicant is requesting the lot line adjustment to accommodate an existing retaining wall placed upon 826 Orchard Ave. Both properties contain single-family homes and 826 Orchard Ave is located within the Medium Density Residential Zoning District (R-3), while 836 Orchard Ave is located within the Moderate Density, Single-Family Residential Zoning District (R-2). Within the R-3 Zoning District, lots with single family dwellings require a minimum lot area of 6,000 sf and a minimum lot width of 60 feet. Within the R-2 Zoning District, the minimum lot area is 7,000 sf and the minimum lot width is 60 feet. The proposed lot line adjustment meets all zoning code requirements including building setbacks. This item was reviewed by the Administrative Committee on July 24, 2023 and recommended for approval.

ACTION: Approve the lot line adjustment request with no conditions.

E. Replacement of Resolution 2019-01 Regarding Sale and Consumption of Beer and Wine in City Facilities and Buildings - Bill Belknap

Since 2010, the City has allowed the sale and consumption of beer and wine in City Hall during Third Street Gallery art opening events at the discretion of the City Supervisor. This was initially authorized under Resolution 2010-04 and then the use was further expanded through Resolution 2019-01. City Administration has received requests from the Moscow Volunteer Fire Department to allow a similar sale and consumption of beer and wine in conjunction with member appreciation and social events that occur twice a year within the City's Fire Stations #2 and #3 which is currently prohibited under City Code unless approved by the Council by Resolution. Staff has prepared a new Resolution for the Council's consideration that would replace Resolution 2019-01 which would expand the ability of the City Supervisor to approve the sale and consumption of beer and wine in all City buildings and facilities (excluding public parks) in association with certain City events and activities such as the Moscow Volunteer Fire Department events. This was reviewed by the Administrative Committee on July 24, 2023 and recommended for approval.

ACTION: Approve the proposed Resolution.

F. Logos Property Right-of-Way Dedication - Todd Drage

On June 6, 2016, Faith Ministries Inc. (DBA Logos School) filed an application for a Conditional Use Permit (CUP) to construct a school and church on a 30-acre property located at 1515 N. Mountain View Road. The Moscow Board of Adjustment approved the CUP in August of 2016. The CUP detailed that the project would include the construction of public improvements to support the development. The associated public improvements include the construction of a public street adjacent to the development, and a roundabout in Mountain View Road. In order to facilitate the construction of the roundabout, additional right-of-way (ROW) along Mountain View Road is needed and Faith Ministries Inc. has purchased the necessary property. Both the additional property for the Mountain View Rd. roundabout and the property containing the new public street are currently owned by Faith Ministries Inc. As these roadway improvements near completion, it is necessary for them to be dedicated to the City for public use. The Deed of Dedication to do so, which includes a draft record of the survey, has been included in this packet. This was reviewed by the Administrative Committee on July 24, 2023 and recommended for approval.

ACTION: Approve the Deed of Dedication.

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

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Jennifer Wallace to the Fair and Affordable Housing Commission. Kelly moved and Laflin seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

None offered.

4. Citizen Commission Report – Sustainable Environment Commission – Kyle Steele / Steve McGeehan

Steele introduced Tina Hilding. Hilding said the climate action plan was a big part of the last year for the Commission. They also tabled at the Farmers Market, discussed pesticides and herbicides used by the city, water issues, and began a bee city subcommittee. There were 14 Mayor's Earth Day Awards presented.

5. PUBLIC HEARING: Proposed Comprehensive Plan Amendment and Rezone of a 12.26-acre Property Located at the Northwest Corner of the Palouse River Drive and Mountain View Road Intersection (ACTION ITEM) - Mike Ray

The applicant, Blum Enterprises - 4, LLC, is proposing a Comprehensive Plan land use designation amendment and rezone of a 12.26-acre property located at the northwest corner of the Palouse River Drive and Mountain View Road intersection. The proposed Comprehensive Plan land use designation amendment is from the Auto-Urban Residential, Auto-Urban Commercial, and Suburban Commercial designations to the High-Density Residential designation. The proposed rezone is from the Farm Ranch (FR) and Motor Business (MB) Zones to the Multiple Family Residential (R-4) Zone. The Planning and Zoning Commission conducted a public hearing on June 28, 2023 and recommended approval of the Comprehensive Plan land use designation amendment and rezone request with no conditions.

PROPOSED ACTIONS: Conduct the public hearing upon the Comprehensive Plan land use designation amendment and rezone and upon consideration of any testimony presented:

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

Mayor Bettge opened the public hearing at 7:16 p.m.

Ray described the as written above. Palouse River Drive and Mountain View Road are minor arterial streets and currently do not have curb, gutters, or sidewalks on either side of the street. Indian Hills Drive is a local neighborhood street paved with curb, gutter, tree lawns, and sidewalks on both sides of the street. There are existing water and sewer mains within the surrounding streets which are of sufficient capacity to accommodate any future use that the R-4 Zone would allow on the subject property. When developed,

the curb, gutters and sidewalks will be required to be completed. Majority of traffic is anticipated to use Palouse River Drive and Mountain View Road, which are meant to accommodate large amounts of traffic.

Parker asked if traffic calming has been considered along Indian Hills and Blaine. Ray responded not that he was aware of. She disclosed she lives at Blaine and Alturas. She feels the intersection of Highway 8 and the trail seems dangerous and asked about the potential for a traffic light. Ray said he believes the Idaho Transportation Department (ITD) plans a signalized intersection at some point in the future. He continued that a rezone is the first step for development. A proposal would then be submitted which would define the use of the property and determine mitigation of the impacts of that use. In response to Council concerns regarding fair housing, Staff explained property is not regulated at the land use development stage. Once the development is completed all relevant city regulations must be complied with. If the City receives a violation complaint, Staff would take appropriate action at that time. The City can't prospectively anticipate there may be a violation in the future. Council should look at the development and the permitted uses in the district. A specific use should not be considered, only the appropriate use, location, services and facilities that serve the property to make sure it is appropriate for the zoning designation irrespective of what the future tenants may be. Lewis commented she thought ITD has a traffic study funding for 2024 for the highway from Moscow to Troy. She is concerned about traffic at Palouse River Drive and Mountain View, and asked what the long term plans are for the intersection. Ray responded that as the property develops in the area improvements will occur.

Mayor Bettge asked for testimony in favor of the application.

Dan Schoenberg (owner of Palouse Properties) spoke in favor. He hasn't seen a housing shortage like there has been this year. He feels it is part of the growth of the community and it needs to be approved to support adequate housing for individuals in the community. He manages many properties and some are advertised as no undergraduate students. From a fair housing perspective, the undergraduate student is not a protected class and believes that it is legal. A family unit would be protected. It creates a community of like living habits so you don't have an infant next door to a student party. As the community grows, the management philosophy changes.

Tina Hilding (Moscow) asked when is a decision is made in terms of traffic calming for multimodal transportation. Ray responded the street standards for minor arterials include bike lanes on both lanes, no parking and widened sidewalks. As the property is developed and improvements are made it becomes multimodal.

Mayor Bettge invited testimony in opposition of the application. Hearing none, he asked for general testimony. With none offered, he closed the hearing at 7:39 p.m.

Kelly in favor of growth but concerned about Palouse River Drive and Mountain View Road. As it becomes a living area, she wants to be sure the city isn't behind on keeping up on the infrastructure, especially lights, for creating a safe road. In response to a question from Laflin, Ray explained the typical standard is a street light at every intersection. Davis said he feels growth is good but comes with challenges like housing. At this time the discussion is not what the housing may be, but Council needs to provide opportunities for it.

Taruscio moved, Davis seconded to approve the Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Five (5). Nays: One (Parker). Abstentions: None. Motion carried.

Taruscio moved, Kelly seconded to approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and

adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Five (5). Nays: One (Parker). Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2023-06 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF AN APPROXIMATELY THIRTEEN POINT EIGHT FIVE (13.85) ACRE PROPERTY, DESCRIBED IN SECTION 2, FROM FARM RANCH (FR) AND MOTOR BUSINESS (MB) TO MULTIPLE FAMILY RESIDENTIAL (R-4); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

6. PUBLIC HEARING: City of Moscow's FY2024 Annual Budget (ACTION ITEM) - Bill Belknap / Sarah L. Banks

Staff will present the proposed City of Moscow FY2024 balanced budget in the amount of \$120,747,285, which was considered by the City Council at a workshop held on July 18, 2023. The proposed budget includes the statutory allowed 3% inflationary increase, an additional 1% foregone tax recovery, as well as 90% of new construction and annexations which are \$86,006 and \$2,438 respectively. According to the Latah County Assessor's office, the assessed taxable valuation within the City increased by 17.96% this year, which resulted in a reduction in the City's levy rate from \$4.05 to \$3.61 per \$1,000 in taxable valuation. Included for City Council consideration is the FY2024 Annual Appropriation Ordinance, and the L-2 property tax certification in the aggregate amount of \$8,214,483.

PROPOSED ACTIONS: Conduct the public hearing upon the FY2024 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented:

1. Approve the foregone tax recovery Resolution, or take other action as deemed appropriate;
2. Approve the ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take other action deemed appropriate.
3. Authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$8,214,483; or take such other action deemed appropriate.

Mayor Bettge opened the public hearing at 7:46 p.m.

Belknap detailed the strategic plan challenge areas and property tax details as noted above. Current inflation has not been seen in nearly 50 years has continued to impact the cost of operations. The City's liability insurance premium increased this year due to insurance market turbulence and the City's health insurance costs increased by 8.8%. Utility expenses are increasing due to Avista requesting a 15.4% increase in electricity rates and 3.5% increase in natural gas rates. Last year was the largest residential assessed valuation increase in recent history with many properties increasing by over 40% in one year. At the same time, many commercial properties saw a tax reduction. With the increase in assessed valuation, the proposed City levy increase would cost the owner of a home with an assessed valuation of \$400,000 approximately \$120 less per year or \$10.00 per month. Belknap continued detailing specific department budget changes.

Mayor Bettge asked for testimony in favor of the budget.

Victoria Sever (Moscow) said she attended the Council budget workshop. She didn't feel anything stood out beyond the normal. Inflation affects everyone including the City. If it wasn't for the staff and partnerships and ARPA funds Moscow wouldn't have much. She doesn't feel the 3% increase is a surprise.

Mayor Bettge invited testimony in opposition of the application. Hearing none, he asked for general testimony. With none offered, he closed the hearing at 8:26 p.m.

Lewis explained the budget workshop provided the Council time to ask questions and deliberate in regards to the budget. Parker said she doesn't like raising taxes but has seen the City at work and feels spending is controlled. The City provides a lot of community services and this year is seeing a high rate of inflation. For that, she will support the budget with the 3% increase and foregone amount. Lewis added it is important to her to compensate City staff for their time as without them there are no services. Taruscio said while increases will hurt, she feels the City does a lot with very little. Kelly agreed and is impressed with everything the City does with the budget. She doesn't like the increase but finds it amazing it is only the amount it is. Laflin is also amazed at how little property taxes Moscow receives and how much Moscow offers. Davis agrees with other council members. He doesn't like raising taxes, but sees why they are necessary.

Taruscio moved, Kelly seconded to approve the foregone tax recovery Resolution. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Parker moved and Taruscio seconded to 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.

Mayor Bettge read Ordinance 2023-07 by title:

AN ORDINANCE ENTITLED "ANNUAL APPROPRIATION ORDINANCE" APPROPRIATING ONE HUNDRED TWENTY MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$120,747,285) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2024 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2023, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2024, AND ALLOTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Taruscio moved, Laflin seconded to authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$8,214,483. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. PUBLIC HEARING: Proposed FY2024 Fee Resolution (ACTION ITEM) - Bill Belknap

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, as required by Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2024 budget year, which support the FY2024 budget proposal. The fee increases are due to the additional costs associated with the delivery of services, including administration, operations and maintenance.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the FY2024 Fee Resolution as proposed; or take other action deemed appropriate.

Mayor Bettge opened the public hearing at 8:39 p.m.

Bill introduced the item by going over the utility rate increases which are based on the rate studies. Some building fees were increased by approximately 15% to account for increased construction costs and many recreation programs were increased by approximately 15% to account for increased program costs. Recreation facility rentals were increased by 18-35% to reflect true costs after no increases for several years. Sewer tapping fees, bacterial testing services, and larger water meter installation costs increased substantially due to actual costs of service. Most other fees are being adjusted from 3-5% to adjust for inflationary cost increases. In response to a question by Lewis, Belknap said some business license fees are set by the State.

After asking for testimony in favor, against and general, and hearing none, Mayor Bettge closed the public hearing at 8:45 p.m.

Lewis moved and Laflin seconded to approve the FY2024 Fee Resolution as proposed. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS – Delayed until next meeting.

City Council

Mayor

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

Laflin moved, Taruscio seconded to adjourn at 8:47 p.m. to executive session per Idaho Code 74-206 (1)(F). Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

ATTEST:

Arthur D. Bettge, Mayor

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
August 7, 2023**

Present: Mayor Bettge, Drew Davis, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio

Also Present: Bill Belknap, City Supervisor; Mia Bautista, City Attorney,

The executive session was called to order at 8:52 p.m.

Item discussed pursuant to I.C. 74-206(1)(F)

The executive session was adjourned at 10:10 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 21, 2023



AGENDA ITEM TITLE

Disbursement Report July 2023 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending July 31, 2023. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,980,332.87.

Payroll	\$1,359,085.00
Professional Services	\$152,095.00
Sanitation	\$319,649.00
Capital Outlay	\$93,611.00
Capital Outlay-Vehicles	\$64,013.00
Capital Outlay-Improvements	\$1,585,519.00
Capital Outlay-Buildings	\$20,932.00
Supplies	\$63,464.00
Utilities	\$77,256.00
Contractual Payments	\$66,673.00
ACH Wells Fargo	\$44,857.00
Minor Equipment	\$7,470.00
Total	\$3,854,624.00

REVIEWED BY

The Public Works/Finance Committee received the report and approved the disbursements as presented.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of July 2023.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of July 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report July 2023
2. July Revenue Report 2023
3. Cash & Investments Balances July 2023
4. Major Expenditures July 2023

DISBURSEMENTS REPORT FOR JULY 2023											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTA PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		7/6/2023	7/13/2023	7/20/2023	7/27/2023	7/17/2023 7/31/2023 7/14.2023 AP 7.28.2023	7/13/2023	7/14/2023 7/31/2023 AP 7.14.2023 AP 7.31.2023	7/14/2023	7/28/2023	
BATCH #		AP 7.7.2023	AP 7.14.2023	AP 7.21.2023	AP 7.28.2023				PR 76	PR 77	
CHECK #'s		105881-105951	105952-106031	106032-106102	106103-106176	July's CC ACH's	July's ACH's	105908 106101,106111	21580	21581	
Fund #											
101	GENERAL	8,982.23	25,030.76	4,135.04	14,639.76	14,147.51			346,697.34	361,404.35	775,036.99
105	STREETS	33,558.71	1,793.27	10,322.32	5,265.92				30,835.54	31,176.28	112,952.04
120	RECREATION AND CULTURE	31,930.52	25,234.97	12,271.31	18,309.89	10,973.43		(174.19)	127,432.42	133,882.22	359,860.57
121	MSD COMM. PLAY FIELDS		466.39		725.30				4,421.95	3,689.37	9,303.01
123	1912 CENTER	10,750.00									10,750.00
128	TRANSIT CENTER	10.36	1,959.50	249.84	76.01			(76.01)			2,219.70
220	WATER	33,683.11	21,254.92	15,228.00	29,307.45	1,048.11			47,589.45	49,676.13	197,787.17
230	SEWER	55,147.52	33,126.02	4,132.04	10,734.51	13,259.60	19,083.27		52,808.00	55,336.37	243,627.33
235	STORMWATER	138.24	1,441.28	64.27	2,806.62	3,238.49			18,008.09	17,535.91	43,232.90
240	SANITATION	162.77	131,813.00	505.23	576.87		171,301.61		7,638.07	7,786.25	319,783.80
290	FLEET	1,712.52	21,510.00	68,978.92	5,040.59	250.12			10,600.27	10,728.09	118,820.51
295	INFORMATION SYSTEMS	3,799.00	453.61	43,864.75	27,961.88	1,939.43		(86.88)	20,532.70	21,305.95	119,770.44
320	WATER CAPITAL PROJECTS	934,086.84	65,787.50	230,323.28	7,687.66						1,237,885.28
330	SEWER CAPITAL PROJECTS			60,886.21	7,875.00						68,761.21
335	STORMWATER CAPITAL PROJECTS			93,048.23	7,500.00						100,548.23
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS		7,759.75	138,967.61	113,266.33						259,993.69
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	1,113,961.82	337,630.97	682,977.05	251,773.79	44,856.69	190,384.88	(337.08)	666,563.83	692,520.92	3,980,332.87

Julia Parker

Sarah L. Banks, Finance Director

Sandra Kelly

Drew Davis

RECEIPTS REPORT FOR JUNE 2023

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	2,426,752.84	106,424.46	93,919.48	0.00	141,392.61	10,443.08	224,538.86	234,549.49	1,040.00	4,946.61	3,244,007.43
105	STREETS	534,785.72	0.00	0.00	371,721.82	24,917.36	0.00	0.00	375.00	0.00	0.00	931,799.90
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	133,865.44	0.00	0.00	-344.00	3,850.00	9.10	137,380.54
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	6,579.60	0.00	0.00	0.00	0.00	0.00	0.00	6,579.60
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,582.24	0.00	0.00	0.00	0.00	0.00	1,582.24
220	WATER	0.00	0.00	0.00	0.00	795,976.53	0.00	1,322.31	0.00	0.00	0.00	797,298.84
230	SEWER	0.00	0.00	0.00	0.00	985,902.33	0.00	1,669.64	909.34	0.00	0.00	988,481.31
235	STORMWATER	0.00	0.00	0.00	0.00	60,822.00	0.00	0.00	0.00	0.00	0.00	60,822.00
240	SANITATION	0.00	0.00	0.00	0.00	478,541.59	0.00	0.00	0.00	0.00	0.00	478,541.59
290	FLEET	0.00	0.00	0.00	0.00	83,512.20	0.00	0.00	1,815.35	0.00	0.00	85,327.55
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,503.00	0.00	0.00	0.00	0.00	0.00	139,503.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	26,967.37	2,500.00	0.00	0.00	29,467.37
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	2,935.96	0.00	0.00	0.00	2,935.96
590	BOND & INTEREST	367,251.38	0.00	0.00	0.00	0.00	0.00	2,227.76	0.00	0.00	0.00	369,479.14
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	3,328,789.94	106,424.46	93,919.48	378,301.42	2,846,015.30	10,443.08	259,661.90	239,805.18	4,890.00	4,955.71	7,273,206.47

City of Moscow Cash and Investments Balances as of 7/31/2023		
Fund	Year to Date Balance	
General Fund	\$	9,390,000.00
Street Fund	\$	2,657,741.42
Culture & Recreation	\$	1,735,790.13
MSDCP	\$	150,332.40
1912 Fund	\$	63,795.08
Transit Center	\$	50,362.26
Water Fund	\$	3,428,694.57
Sewer / WRRF	\$	4,344,132.52
Stormwater	\$	251,469.10
Sanitation Fund	\$	3,933,142.58
Fleet Fund	\$	5,778,686.53
Information Systems	\$	5,219,655.03
Water Capital	\$	6,262,327.43
Sewer Capital	\$	18,207,597.54
Stormwater Capital	\$	470,549.56
Capital Projects	\$	8,358,340.34
Sanitation Capital	\$	7,024,927.15
LID Construction	\$	4,663.93
Hamilton	\$	784,775.32
Bond & Interest	\$	1,408,046.46
LID Funds	\$	35,611.11
Payroll Service	\$	1,128,925.05
Total Cash & Investments	\$	80,689,565.51

Major Expenditures for July 2023

Professional Service			Supplies			Utilities		
Gail Cochran	\$	3,072.00	Food Services of America, Inc.	\$	2,866.23	Avista Utilities	\$	77,255.67
Phillips Farm Nature Camp Session 3 June 26 - June 30			HLAC Concession cookie dough, hot dogs, sides	\$		June 2023		
Gropp, LLC	\$	10,927.00	Oregon Lithopring, Inc.	\$	2,545.00		\$	77,255.67
Pole and non-illuminated bollard repairs			Public Art Map June 2023					
Idaho Dept. of Environmental Quality	\$	20,632.92	Artheat, Inc.	\$	3,119.87			
IPDES Elimination System Annual Fee Assessment			Voly Uniform shirts; staff uniform garments with embroidery				Payroll	\$ 1,359,084.75
Owen Equipment, Inc.	\$	10,215.95	Filtration Technology, Inc.	\$	6,727.00		Contractual Payments	
Jet truck rental			Salt for Wells 10 and 6 MIOX units			Heart of the Arts	\$	10,750.00
Oxygen Forensics, Inc.	\$	2,899.00	Four Star Supply, Inc.	\$	20,220.26	Humane Society of the Palouse	\$	4,568.00
Oxygen Forensics Detective Renewal			Unleaded fuel (6,000 gals @ \$3.37/ea)			Moscow Volunteer Fire Department	\$	1,750.00
Westamerica Communications, Inc.	\$	5,652.06	K C Enterprises	\$	3,958.77	Infosend, Inc.	\$	3,684.64
2022 annual water quality report printing,and mail services			HLAC Concession tshirts and sweatshirts			Life Flight Network	\$	6,045.00
Dan Barnes Painting	\$	8,300.00	Oxarc, Inc.	\$	3,936.52	Motorola Solutions, Inc.	\$	24,875.00
Painted Blower Building and Generator Building			Chlorine and SO2			Latah County Auditor - City participation Virgil Phillip	\$	5,000.00
Clements, Brown & McNichols, P.A.	\$	11,378.00	Oxarc, Inc.	\$	4,489.66	Latah County Auditor - City grant match for Virgil Phillips trails	\$	5,000.00
Attorney fees for utility billing lawsuit			Chlorine and SO2			Latah County Auditor - 2023 Latah Trail O+M Participation	\$	5,000.00
Evcarr, Inc.	\$	4,549.89	Coleman Oil Co.	\$	2,926.85			
Janitorial services for multiple City locations - June			Bulk oil - 5W30 (63 gals @ \$12.35/ea) and 15W40 (130 gal @ \$12.24/ea)					\$ 66,672.64
Evcarr, Inc.	\$	4,549.89	Food Services of America, Inc.	\$	3,492.32		ACH Wells Fargo	
Janitorial services for multiple City locations - July			HLAC Concession corndogs, fries, ice cream			Commercial Card Expense - July 7th	\$	16,163.80
GG Gutters, Inc.	\$	2,923.75	Horizon	\$	3,015.39	Commercial Card Expense - July 14th	\$	8,551.02
PD, HIRC & Eggan Janitorial services (6/16 thru 6/31)			Irrigation parts			Commercial Card Expense - July 21st	\$	8,163.97
GG Gutters, Inc.	\$	2,923.75	Phillip R. Stradlev	\$	3,254.76	Commercial Card Expense - July 28th	\$	11,977.90
PD, HIRC & EYC Janitorial services (7/1 thru 7/15)			Fiber Enclosure					
Northwest Mobile Blasting LLC	\$	4,521.30	Motley - Motley, Inc.	\$	2,911.15			
blasting of water department mural (vandalism claim C-23-02122-17226)			Hot Mix Asphalt (26.98 tons @ \$100.00/ea)					\$ 44,856.69
Reiner Pump Systems, Inc.	\$	5,200.00		\$	63,463.78		Capital Outlay - Vehicles	
Filter Drain Pump			Capital Outlay- Improvements			Joe Hall Ford	\$	42,625.00
Viva Cleaning Company	\$	3,705.48	Ascorp, Inc.	\$	732,194.98	New vehicle #7-20 (Parks) Vin#1FDRF3HN4PED13231 with trade-in		
Magyar, water ops, wrrf, janitorial services			Pay App 1 for Pullman Hwy Transmission Water Main			Titan Truck Equipment	\$	10,693.94
Coeur D' Alene Service Station Equipment, Inc.	\$	2,613.45	T M L Construction, Inc.	\$	20,120.76	9' Flatted and hoist for new #2-13 (Streets)		
DX Fleet Database migration fee and Annual software subscription			Well house #6 Replacement Pay App 7			Titan Truck Equipment	\$	10,693.94
Gropp, LLC	\$	10,123.20	T M L Construction, Inc.	\$	181,771.10	9' Flatted and hoist for New #7-20 (Parks)		
Claim C21-02122-14152 lightpole at Sweet Ave & Hwy 8, turbine; second invoice			Well house #6 Replacement Pay App 8 - Backup power generator					
McPeak Roofing and Decking	\$	4,000.00	HMH Engineering	\$	2,759.75			\$ 64,012.88
SE Booster building roof repair			HMH Engineering Public Ave LHtAC Project			Capital Outlay-Buildings		
McPeak Roofing and Decking	\$	6,000.00	T M L Construction, Inc.	\$	15,200.00	Germer Construction, Inc.	\$	20,932.00
Cemetery Well roof repair			Well house #6 Replacement Pay App 9			Moscow Library Hardscape - Concrete Sidewalk, Stairs, Handrail		
Owen Equipment, Inc.	\$	15,565.95	Aspect Consulting, LLC	\$	14,881.61			
Vac Rental			Paradise Creek Flood Hazard Mitigation Study - payment 2 of 2					
Cherle Patricia Poulsen	\$	3,010.50	Big Sky Development, Inc.	\$	475,521.79			\$ 20,932.00
Tone & Stretch Summer 2023 06/07-07/17 wtih Spotify July, August & September			Pay App #2 for Lilly Street Reconstruction Project					
PowerDMS, Inc.	\$	3,000.00	J-U-B Engineers, Inc.	\$	7,711.44		Capital Outlay	
Power Time Subscription (04-01-2023 through 03-31-2024)			Booster Station Phase II - Task 2 June 2023			T M L Construction, Inc.	\$	50,587.50
Viva Cleaning Company	\$	2,625.00	Legacy Paving & Construction, LLC	\$	3,500.00	Pay App 8 for Booster Stations Phase II		
Pro-rated for 7/10/23 Parks restroom custodial (July)			3rd Street Undergrounding- Catch Basin Install at C&T Auto/Third & Lilly Street			Cerium Networks, Inc.	\$	34,523.54
Viva Cleaning Company	\$	3,705.48	Alta Science and Engineering, Inc.	\$	3,241.31	Cerium Networks - Equipment		
Magyar,Water Ops & WRRF custodial services			Progress Report #1 for South Main Pedestrian Underpass TAP Design			Geoprofessional Innovation Corporation	\$	8,500.00
	\$	152,094.57	Razz Construction, Inc.	\$	91,116.27	Geotechnical engineering evaluation for Well 10 tower site		
			Pay app #12 - 6th Street Bridge- Razz Construction					
Finley Buttes Landfill	\$	127,292.64	Welch - Comer Engineers	\$	37,500.00			\$ 93,611.04
Garbage for June 2023			Lilly Street Recon - June Invoice 2023 - Task 1 and Expenses	\$	1,585,519.01			
Finley Buttes Landfill	\$	1,971.75						
Fuel Relief for June 2023			Minor Equipment					
Latah Sanitation (ACH Payment)	\$	190,384.88	R.J.Thomas MFG. CO., Inc.	\$	4,017.00			
Monthly LSI Billing for June 2023	\$	319,649.27	Bench and armrest	\$	3,453.38			
			Replace hydraulic pump	\$	7,470.38			

				Major Expenditures	\$ 3,854,622.68	97%	of the total expenditures of	\$3,980,332.87
Large Expenditures								
Ascorp, Inc.	\$	732,194.98	Razz Construction, Inc.	\$	91,116.27	Cerium Networks, Inc.	\$	34,523.54
Pay App 1 for Pullman Hwy Transmission Water Main			Pay app #12 - 6th Street Bridge- Razz Construction			Cerium Networks - Equipment		
T M L Construction, Inc.	\$	181,771.10	Welch - Comer Engineers	\$	37,500.00	Joe Hall Ford	\$	42,625.00
Water House #6 Replacement Pay App 8 - Backup power generator			Lilly Street Recon June Invoice 2023 - Task 1 and Expenses			New vehicle #7-20 (Parks) Vin#1FDRF3HN4PED13231 with trade-in		
Big Sky Development, Inc.	\$	475,521.79	T M L Construction, Inc.	\$	50,587.50			
Pay App #2 for Lilly Street Reconstruction Project			Pay App 8 for Booster Stations Phase II					
							Total:	\$ 1,645,840.18

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 21, 2023



AGENDA ITEM TITLE

Strategic Initiatives Grant Program - Alisa Anderson / Scott Bontrager

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Scott Bontrager, City Engineer, Steve Schulte

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Strategic Initiatives Grant Program, also referred to as the FY2024 Local Transportation Project Grant Program, is funded with one-time State of Idaho General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects. All projects are required to be on public highways and streets and will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The Idaho Transportation Board will make the final project selection. The City of Moscow falls under Category 2 which is rural or small urban areas with a population less than 50,000. Projects in this category are limited to \$2 million and do not require matching funds. A description of the project eligibility and the application process are attached to this report.

City staff are proposing to apply for funding to install approximately 25,000 square yards of Asphalt Chip Seal and 100,000 square yards of Asphalt Slurry Seal in addition to three surface restoration (grind and inlay) projects. The restoration projects have been identified in the City's Roadway Condition Assessment Program and included in the Street Department's Capital Improvement Plan as a priority in the upcoming budget years 2025-2028. These projects are located on Taylor Avenue, White Avenue, and "D" Street. This item was reviewed by the Public Works/Finance Committee on August 14, 2023, and recommended for approval.

REVIEWED BY

Public Works/Finance Committee

PROPOSED ACTIONS

ACTION: Approval to apply for the Strategic Initiatives Grant Program in an amount not to exceed \$2,000,000.

STAFF RECOMMENDATION

Approval to apply for the Strategic Initiatives Grant Program in an amount not to exceed \$2,000,000.

OTHER RESOURCES

FISCAL IMPACT

No local match required.

PERSONNEL IMPACT

ATTACHMENTS

1. Strategic Initiatives Program Outline

STRATEGIC INITIATIVES GRANT PROGRAM

(FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM)

Overview

This Grant Program is funded with one-time State General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects. All projects will be on public highways and streets. Projects will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The Idaho Transportation Board will make the final project selection.

Funds will be transferred to the successful jurisdiction for project development and at the completion of bid ready project plans. Grant funds must be expended on the approved project. All project oversight and management will be the responsibility of the local highway agency.

Funding

The Local Transportation Project Grants program will be divided into two distinct categories as follows:

- Category 1: \$50M awarded to projects within large urban areas that have a population greater than 50,000 (MPO areas including the new Twin Falls urban area)
- Category 2: \$50M awarded to projects outside of large urban areas (in rural areas or small urban areas) with a population less than 50,000

Large urban areas maps are attached based on the 2020 U.S. census data. Funding for this program will be awarded as a grant. The awarded local highway agency is responsible for the administration of the project.

Eligibility

All local highway agencies (cities, counties and highway districts) are eligible to apply. Eligible projects for the program include:

- mitigation of impacts of state highway projects on local roads, or
- for economically significant local transportation projects that require the assistance of the Idaho Transportation Department to facilitate.

Eligible project types are safety, capacity, pavement preservation, pavement restoration, expansion, and roadway asset maintenance/replacement/repair. Other funding has been provided for poor condition or restricted local bridges and pedestrian safety; therefore, **standalone projects in those areas are not eligible under this grant program.**

Eligible project activities include project development, right of way acquisition, construction, construction engineering, testing and inspection. Grant funds CANNOT be used for project match, or to

reimburse a local highway agency for any equipment or employee costs. Engineering costs (design and construction/inspection) are limited to 15% of total grant amount.

The goal of this grant program is to complete projects as timely as possible. Additional consideration will be given to projects that can be completed timely.

Some local highway agencies will be eligible to apply within large urban areas as well as outside large urban areas; therefore, if an agency chooses to apply for multiple grants, the agency must prioritize their applications for final Board consideration. Local highway agencies will be limited to a single grant award.

Application

The application is due September 1, 2023 and should be submitted electronically to ITD Planning and Development Services (LTPGrant@itd.idaho.gov). Information about the FY2024 Local Transportation Project Grant program can be found at ITD Web page: **To Be Announced**.

Application Window: July 1 – September 1, 2023

Application Scoring and Prioritization: September 4- September 29, 2023

Board Project Approval: October 18, 2023

Awardee Notification: October 19 – October 27, 2023

Each application will be scored and prioritized based on the FY2024 Local Transportation Project Grant Program Scoring Criteria.

- Category 1 – the panel is comprised of the ITD’s six District Engineers and Chief Engineer. ITD appreciates the ongoing collaboration with local partners; therefore, MPO representatives will be asked to evaluate project applications and submit a joint prioritization of projects for ITD’s consideration. Letters of support from outside the local applicant’s organization are encouraged. Projects in this category will be limited to \$10 million.
- Category 2 – the panel is comprised of ITD’s District Planning & Scoping Engineers/Managers and the HQ Planning and Development Services Manager. Letters of support from outside the local applicant’s organization are encouraged. Projects in this category will be limited to \$2 million.

Project applications for each category will be scored and prioritized independently. A recommended prioritized list of projects will be developed for each category and will be presented to the Idaho Transportation Board for final approval.

Project Close-out

At the completion of each project, the local highway agency will submit a written project close-out report to ITD Planning and Development Services outlining the work completed along with before and after photos of the project site.

Local highway agencies will be required to maintain all project documentation for a period of 3 years from project close-out and make project records available upon request.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 21, 2023



AGENDA ITEM TITLE

City of Elk River Solid Waste Disposal Agreement - Tim Davis

RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Elk River approached the City of Moscow in 2022 regarding disposal of their waste through the Moscow Solid Waste Facility. The City of Elk River waste is collected then deposited at a centrally located compactor. The compactor is hauled on a roll-off truck, dumped and then returned. The City of Elk River produces approximately 150 tons of waste annually. Clearwater County has a disposal agreement with Asotin County. Due to Elk River's location and proximity to the Moscow Solid Waste Facility, Clearwater County's failing roll-off truck, and Elk River's dissatisfaction with the services that they were receiving, The Moscow City Council elected to execute a disposal agreement with the City of Elk River in August of 2022 that expires September 30, 2023. The City of Elk River wishes to have the City of Moscow continue to provide these processing and disposal services. If the Moscow City Council agrees to execute this new disposal agreement, the term of the agreement will be in sequence with other disposal agreements recently executed with Latah County and other cities.

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on August 14, 2023 and recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Disposal Contract between the City of Elk River and the City of Moscow, Idaho as presented.

STAFF RECOMMENDATION

Approve the Disposal Contract between the City of Ek River and the City of Moscow, Idaho as presented.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. ELK RIVER 2023 SolidWasteDisposal_final

**SOLID WASTE DISPOSAL AGREEMENT
BETWEEN CITY OF ELK RIVER, IDAHO AND
CITY OF MOSCOW, IDAHO**

THIS SOLID WASTE DISPOSAL AGREEMENT BETWEEN CITY OF ELK RIVER, IDAHO AND CITY OF MOSCOW, IDAHO (hereinafter "Agreement"), made and entered into this ____ day of _____, 2023, by and between the City of Elk River, Idaho, a municipal corporation of the State of Idaho, 112 South Second Street, Elk River, Idaho 83827 (hereinafter "ELK RIVER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

W I T N E S S E T H :

WHEREAS, CITY manages and operates a solid waste processing and disposal system in Latah County; and

WHEREAS, CITY has offered to provide ELK RIVER with solid waste processing and disposal services and related programs in accordance with Federal, State of Idaho, and local statutes, laws, rules, regulations, and ordinances as defined herein; and

WHEREAS, ELK RIVER finds that CITY is qualified and capable to provide such services to ELK RIVER; and

WHEREAS, CITY and ELK RIVER have an existing solid waste disposal agreement that was executed on August 26, 2022, and which expires on September 30, 2023; and

WHEREAS, ELK RIVER wishes for CITY to continue to provide ELK RIVER with solid waste processing and disposal services; and

WHEREAS, in 2021, CITY conducted a Sanitation Rate Study to determine the cost of solid waste processing and disposal services and necessary annual adjustments; and

WHEREAS, in 2022, CITY amended its agreement with Finley-Buttes Limited Partnership (CITY's municipal solid waste (MSW) transport and disposal contractor) to provide fuel cost relief through a fuel adjustment formula as set forth in Exhibit "B" attached hereto and incorporated herein;

THEREFORE, CITY and ELK RIVER hereby enter into an Agreement for disposal of Acceptable Waste and Demolition/Inert Waste received from residences, businesses, institutions and industries within ELK RIVER, and for and in consideration of the promises and covenants contained herein, CITY hereby agrees to and with ELK RIVER to undertake and execute, for an agreed upon consideration, the herein described work, in a good, substantial and workmanlike manner.

I.. DEFINITIONS

For purposes of interpretation of the terms of this Agreement, the following terms, phrases and derivations shall have the following meanings. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The term "shall" is always mandatory and not merely directory.

- A. **ACCEPTABLE WASTE:** That portion of solid waste that is normally disposed of and originating from residential dwellings, businesses, industrial and commercial establishments which consists of household wastes from private residences, commercial waste which originates in wholesale, retail or service establishments such as restaurants, stores, markets, theaters, hotels and warehouses, and institutional waste material originating in schools, hospitals, research institutions and public buildings. Such Acceptable Waste shall include metals and white goods. In no event shall Acceptable Waste include any Hazardous Waste, Infectious Waste or any Unacceptable Waste.
- B. **CENTRAL COLLECTION COMPACTOR:** ELK RIVER residents and/or businesses that receive solid waste collection services have said waste transferred to a centrally located compactor unit located within ELK RIVER.
- C. **COLLECTION FRANCHISEE:** The person, persons, corporation or partnership holding a contract and/or franchise issued or granted by ELK RIVER authorizing such person, persons, corporation or partnership to operate, conduct or maintain a solid waste collection and disposal system upon or over any highways, streets, roads, alleys and public ways of ELK RIVER.
- D. **DEMOLITION/INERT WASTE:** That Acceptable Waste that has been accepted at the Designated Waste Processing Facility for placement in the demolition/inert landfill. Such Demolition/Inert Waste shall conform to all statutes, rules and regulations of any governmental regulatory agency which pertains to demolition/inert landfilling.
- E. **DESIGNATED WASTE PROCESSING FACILITY:** The facility or site designated by CITY where Acceptable Waste is compacted, incinerated, landfilled, transferred or otherwise disposed of or treated prior to disposal.
- F. **DIRECTOR OF SOLID WASTE SERVICES:** The Moscow CITY Supervisor or such other person or persons so designated by the Moscow CITY Supervisor.
- G. **HAZARDOUS WASTE:** Any chemical, compound, mixture, substance or article which is designated by federal law or regulation, Idaho law or regulation, or regulation of any other state when applicable (such as in the case of solid waste exported to or through another state for ultimate disposal) to be 'hazardous', 'dangerous', or 'extremely dangerous'. Hazardous Waste includes any material by reason of its composition or characteristics, is:
 - 1. Toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. Section 6901 *et seq*, as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant

state law as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder, or

2. Special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 *et seq.*, as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced, amended, expanded or supplemented, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder; or
 3. Other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for transfer through, transportation by, or disposal from the site; or
 4. Any material which would result in residue being designated as hazardous waste under the above; or
 5. Any waste falling within the definition contained in Idaho Code § 39-4403 (8).
- H. **HOUSEHOLD SOLID WASTE:** That Acceptable Waste, including garbage or trash produced by ordinary residential units, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day use recreation areas and which fits into a bag, manual container, roll cart or bundle less than four feet (4') in length. Does not include bulky, Infectious Waste, Hazardous Waste, Unacceptable Waste or any type of solid waste that is not normally collected by ELK RIVER's collection Franchisee at individual or commercial units.
- I. **INFECTIOUS WASTE:** Any material, chemical, compound, mixture, substance or article known to be infectious by the producer or which is designated by the United States Environmental Protection Agency or other appropriate agency of the Federal Government or the State of Idaho to be "infectious" as that term is commonly defined by or pursuant to law.
- J. **INTERRUPTION IN SERVICE:** Any time period during which the Transfer Station operations managed by City's Franchisee is interrupted by a labor dispute or other action that results in scheduled waste acceptance being discontinued for a period of seventy two (72) hours; or any time period after notice by the City of termination of the Franchisee by reason of breach or default by Franchisee and until such time as other arrangements can be made for waste acceptance and transfer operations.
- K. **PRODUCER:** Any person, business or other entity which produces solid waste within ELK RIVER.
- L. **RATE MODIFICATION DATE:** The date whereby all rate adjustments shall become effective. The rate modification date shall be October 1 of each year this Agreement is in force.

- M. **TRANSFER STATION:** The transfer, processing and transportation facility which has been designated by CITY for the purpose of transferring, processing and/or transporting Transport Waste.
- N. **TRANSPORT WASTE:** That Acceptable Waste which has been accepted at the Designated Waste Processing Facility for loading into transport vehicles for transport to an Ultimate Disposal Site. Such Transport Waste shall conform to the rules of, and be acceptable to, the Ultimate Disposal Site.
- O. **ULTIMATE DISPOSAL SITE:** Any disposal site chosen by CITY which may ultimately receive Transport Waste from the Designated Waste Processing Facility.
- P. **UNACCEPTABLE WASTE:** That portion of the solid waste such as, but not limited to, tires explosives, pathological and biological waste, Infectious Waste, Hazardous Waste, radioactive materials, foundry sand, cesspool waste, human remains, industrial process wastes, motor vehicles (including major motor vehicle parts such as transmissions, rear ends, springs and fenders), agricultural and farm machinery and equipment, marine vessels and major parts thereof or any other large type of machinery or equipment, or that which in the reasonable judgment of the Director may present a substantial endangerment to health or safety, or has a reasonable possibility of adversely affecting the operation of the Designated Waste Processing Facility or the acceptance of Transport Waste by the Ultimate Disposal Site.
- Q. **WHITE GOODS.** Appliances such as refrigerators, ranges, water heaters, freezers, unit air conditions, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances.

II. SCOPE OF WORK

- A. **SERVICE:** CITY shall furnish, manage and maintain a system of processing, transportation, and ultimate disposal of Acceptable Waste as described herein.
- B. **ACCEPTANCE OF ACCEPTABLE WASTE:** CITY shall accept all Acceptable Waste delivered to its Designated Waste Processing Facility by ELK RIVER's Collection Franchisee, provided all tipping fees associated with such acceptance are paid. CITY shall provide for the processing of said Acceptable Waste, including landfilling and/or hauling of said Acceptable Waste (Transport Waste) to the Ultimate Disposal Site.
- C. **UNACCEPTABLE WASTE:** ELK RIVER shall not permit its Collection Franchisee or any other person to place Unacceptable Waste into a collection vehicle or container. ELK RIVER shall implement a program of training and procedure which is designed to prevent the placing of Unacceptable Waste into collection vehicles or containers. In the event that ELK RIVER's Collection Franchisee or any other person delivers unacceptable waste to the Designated Waste Processing Facility, CITY shall, at CITY's sole option, either:

1. Dispose of such Unacceptable Waste in a legally proper manner, and shall charge ELK RIVER for all costs thereof, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs; or
2. Reject such Unacceptable Waste.

III. DESIGNATION OF ULTIMATE DISPOSAL SITE(S)

The Parties understand and agree that CITY shall have the sole and exclusive right to designate the location or locations to which solid waste will be transported for processing and ultimate disposal. Should CITY need to designate a new location of the ultimate disposal site, which creates an additional cost to CITY, ELK RIVER may be charged additional fees to cover the additional cost for the new disposal site, said additional fee will be agreed upon by written agreement of both Parties.

IV. HOLIDAYS

The following shall be holidays for purpose of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

CITY may decide to observe any or all of the above listed holidays by suspension of disposal services on a holiday, but such decision in no manner relieves CITY of its obligation to provide such services on the next regularly scheduled service day.

V. COMPLAINTS

All complaints regarding CITY's performance of this Agreement shall be made through ELK RIVER to the Director of Solid Waste Services. Complaints made directly to CITY shall be given prompt and courteous attention. CITY shall investigate and respond to such complaints and shall inform ELK RIVER in a timely manner of the nature of such complaints and any remedial action taken in response to such complaints.

VI. POINT OF CONTACT

All notices between CITY and ELK RIVER shall be directed by CITY to the Mayor of ELK RIVER, 112 South Second Street, Elk River, Idaho, 83827, and by ELK RIVER to the Director of Solid Waste Services, at P O Box 9203, Moscow, Idaho, 83843.

VII. SALVAGE RIGHTS

CITY shall have the full and exclusive right to all salvageable materials when such materials are accepted at the Designated Waste Processing Facility pursuant to this Agreement, and CITY shall have the sole right to any and all funds received from the sale of said salvageable materials. Salvaging or scavenging by ELK RIVER, its Collection Franchisee(s), or any of their employees or agents after delivery to said Solid Waste Processing facility is prohibited.

VIII. INSURANCE

- A. CITY shall at all times during the term of this Agreement, maintain, or cause its franchisees to maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. Additionally, at all times during the term of this Agreement, ELK RIVER shall obtain and maintain, or cause its Collection Franchisee to obtain and maintain in full force and effect, public liability insurance and property damage insurance, including contractual liability coverage in the amounts of one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. All insurance shall be provided before commencement of work hereunder. CITY and ELK RIVER shall annually furnish the other with certificates of insurance or other evidence satisfactory to the other that such insurance has been procured and is in force. Said certificates shall contain the following express provisions:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice of said cancellation or change shall be provided to the certificate holder."

- B. For purposes of this Agreement, CITY shall carry, and/or shall cause its franchisee(s) or agents to carry, the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000
except automobile (bodily injury and/or property damage)	each occurrence/ \$2,000,000 aggregate
Automobile bodily injury and/or property damage liability, combined single limit	\$1,000,000 each occurrence

All coverage subject to policy conditions

- C. As an alternative to the above, CITY may, with express written permission of ELK RIVER, provide the above public liability and property coverage under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for self-insured retention of an amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) with the result that CITY is its own insurer to that extent and with the requirement that CITY provides ELK RIVER with such evidence of financial responsibility as deemed necessary by ELK RIVER.

IX. BASIS AND METHOD OF PAYMENT

- A. Reimbursement. ELK RIVER shall pay CITY in accordance herewith the amounts set forth in Exhibit "A" for each service. ELK RIVER shall also reimburse CITY for any fuel surcharges incurred on behalf of ELK RIVER in accordance with the fuel adjustment agreement between CITY and Finley-Buttes Limited Partnership attached hereto as Exhibit "B". ELK RIVER's pro rata share of any fuel surcharge shall be calculated by dividing ELK RIVER's tonnage processed within the billing period by the total tonnage processed within the billing period. Should CITY receive a credit in accordance with fuel adjustment agreement, CITY shall calculate and provide ELK RIVER with a credit in the same manner. The rates specified shall include all costs, fees and other expenses of CITY associated with the performance of its obligations hereunder, including those costs, if any, associated with (a) tipping fees at the Designated Waste Processing Facility; (b) transport to the Ultimate Disposal Site; (c) disposal fees at the Ultimate Disposal Site; and (d) program area costs as shown at Exhibit "A".
- B. Modification of Rates.
1. Annual Rate Adjustment. The rates for services provided under this Agreement shall be escalated annually by two point five percent (2.5%) effective upon October 1 of each year of the initial term as shown in Exhibit "A". Rates beyond the initial five (5) year term shall be determined through future sanitation rate studies and shall be adjusted prior to the commencement of any future term extension.
 2. CITY's Request.
 - a. CITY shall have the right to petition ELK RIVER at any time for additional fee adjustments on the basis of unusual changes in the cost of operations i.e., revised federal and state of Idaho laws affecting this Agreement which require mandatory compliance by the CITY resulting in increased operating costs to CITY, (as proven by full documentation of such increased operating costs as requested by ELK RIVER). All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. ELK RIVER shall respond to such requests within thirty (30) days.
 - b. ELK RIVER understands that the cost of CITY's operations and services to be provided hereunder are subject to certain agreements (i.e., a Franchise Agreement

and Hauling and Disposal Agreement). ELK RIVER has had the opportunity to review and analyze such agreements. CITY shall have the right to petition for a fee adjustment from ELK RIVER, and ELK RIVER shall be obligated to grant such fee adjustment, when such adjustment is made by CITY in response to a fee adjustment required by CITY's contractors pursuant to such agreements. All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. ELK RIVER shall respond to such requests within thirty (30) days. All fee adjustments made pursuant to this Section. shall be limited to ELK RIVER's pro-rata share of the actual fee adjustment(s) required of CITY.

3. ELK RIVER's Request. ELK RIVER may petition CITY for a change in either the level or nature of the service, and the resulting proposed fee adjustment. The notice shall include a listing by ELK RIVER of the type or nature of documentation, analysis or audit it is relying upon in support of the proposed change. Within sixty (60) days following receipt of such a request, unless some other time period is mutually agreed to by the Parties, CITY shall notify ELK RIVER as to whether it agrees with the modification of level or nature of service and/or the fee adjustment. Nothing herein shall be construed to require CITY to consent to such change in the nature of level of service. In the event CITY does not agree with ELK RIVER's fee adjustment, it shall also provide ELK RIVER with copies of all documentation, analysis or audit, on which CITY relies. If CITY agrees with the fee adjustment, such adjustment will become effective upon ELK RIVER giving written notice to CITY to implement the change in the level or nature of service. In the event that ELK RIVER does not implement such changes in the nature or level of service (after CITY has agreed to such changes), ELK RIVER shall reimburse CITY for its costs, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs, incurred in responding to ELK RIVER's request for such adjustment. It is further acknowledged that this paragraph shall not operate so as to terminate the material provisions and intent of this Agreement; that is, CITY shall provide the solid waste disposal services set forth herein to ELK RIVER during the term of this Agreement.
 4. Effective Date. The fee adjustments contemplated in subparagraphs (2) and (3) above, shall become effective on the date(s) that the changes in service commence, or on the date such contractual rates change.
 5. Emergency Services. Should additional services be required in an emergency, above and beyond those contemplated in this Agreement, ELK RIVER may order reasonable delivery of services and ELK RIVER shall pay the verifiable costs of such services, plus actual reasonable administrative charges not to exceed fifteen percent (15%) of such costs.
- C. Payment. CITY shall be responsible for billing ELK RIVER monthly for the services set forth herein. ELK RIVER shall remit payment to CITY by the 20th day of each month following receipt of CITY's billing. In the event that ELK RIVER fails to remit payment to CITY by the 20th day of each month for such billing, ELK RIVER shall pay to CITY, in

addition to the amount of the billing, a late fee in the amount of one percent (1%) of the amount of the billing per day beyond the due date. In addition to this late fee, in the event that ELK RIVER fails to remit payment to CITY within fourteen (14) days from the due date, CITY may, in its discretion, without penalty or determination that ELK RIVER is in breach of this Agreement, suspend its obligations and services to be provided hereunder until such charges are paid.

X. TITLE TO WASTE

Title to all Acceptable Waste accepted at CITY's Designated Waste Processing Facility shall pass to CITY when so accepted. Title to Hazardous Wastes, potentially harmful wastes, Infectious Wastes or other Unacceptable Waste shall not vest with CITY, but shall remain with the Producer. ELK RIVER further agrees that it shall have the responsibility to identify the Producer of such wastes.

XI. WAIVER

The failure of ELK RIVER or CITY to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that ELK RIVER or CITY may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof. Making or receiving payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the Party making such payment.

XII. ADHERENCE TO LAWS

CITY and ELK RIVER shall at all times comply with and adhere to applicable laws governing the performance of the services described herein. Non-compliance with applicable statutes, rules and regulations by CITY or ELK RIVER shall act as a breach of this Agreement and shall subject the non-complying Party to liability therefore. CITY and ELK RIVER shall report violations of such laws as soon as practicable.

XIII. RECORDS AND INSPECTION

A. Records

CITY shall maintain such records as may be specified herein or may be necessary to document the quantity of solid waste accepted and processed in the performance of this Agreement separately from that solid waste received by CITY pursuant to any other agreement with any governmental entity, business or person and to document the time and date of performance of services hereunder. Actual scale records shall be utilized in determining the quantity of solid waste collected and transported hereunder unless the Parties hereafter agree to use a system of estimation. Such actual scale weights shall be obtained utilizing the scales maintained at the Designated Waste Processing Facility. CITY shall make all documents relating to the performance of work hereunder, including scale records,

available to ELK RIVER within fourteen (14) working days of receiving written notice detailing the documents requested. This time period may be extended where extenuating circumstances exist. Further the Parties agree that CITY shall provide ELK RIVER, with each monthly billing, the following information as to the solid waste received and processed hereunder during the preceding month.

1. Tonnage of Acceptable Waste broken down into categories of :
 - a. Transport Waste (MSW);
 - b. Inert/Demolition (NMSW).
2. Should ELK RIVER desire that records be maintained other than as provided above, ELK RIVER may petition CITY to cause such records to be maintained, and CITY, in its sole discretion, may cause such records to be maintained, provided that the cost of maintaining such records shall be borne by ELK RIVER.

B. Inspection

ELK RIVER reserves the right to conduct on-site inspections of CITY's operations (including, without limitation, the actual weighing of solid waste) without notice and at reasonable times and in a reasonable manner. The costs of such inspections, including any increase in CITY's cost of operations as a result of accommodating such inspections shall be borne by ELK RIVER. CITY shall furnish ELK RIVER with all requested information relating to such work, provided the costs of providing such information shall be borne by ELK RIVER.

XIII. JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and venue shall be in the District Court of Latah County.

XV. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

XVI. HOLD HARMLESS/INDEMNIFICATION

- A. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.
- B. Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor, or other vehicle not owned or leased by the Party.

XVII. TERM

This Agreement shall be in effect for Five (5) years commencing on October 1, 2023 and ending September 30, 2028. The Parties may agree to one (1) additional Five (5) year term extension ending September 30, 2033 and one (1) additional two (2) year extension ending September 30, 2035. If either Party intends not to extend the terms beyond fiscal year 2028 or 2033, the Party shall notify the other in writing of this intent one hundred eighty (180) days prior to the expiration of the existing term.

XVIII. TERMINATION

- A. The CITY at its sole discretion may terminate this Agreement if there is an “Interruption in Service” pursuant to CITY’s Franchise Agreement with Latah Sanitation, Inc. as amended on December 7, 2015 and the CITY is unable to fulfill its duties under this Agreement based on said “Interruption in Service”. In the event CITY exercises its right to terminate, ELK RIVER would be obligated to pay CITY for services rendered to date and CITY would not pay ELK RIVER any compensation for said termination..
- B. CITY may terminate this Agreement if ELK RIVER fails to provide payment to CITY when due as provided in Section IX and does not remedy such default within five (5) business days of said default.

XIX. RESOLUTION OF DISPUTES

Any dispute arising as to the terms of this Agreement, excepting the compensation to be paid to CITY, as referenced in Section 9, shall be dealt with in the following manner, unless otherwise specified:

- A. The Party seeking resolution of a dispute under this Agreement shall provide the other Party with written notice of the specific nature of the dispute and the section of this Agreement relied on for its position;
- B. The Party receiving the notice shall respond (in writing) within five (5) working days as to what action it will take to resolve the dispute;
- C. If a dispute continues to exist, the Parties shall meet within ten (10) working days from the date of the receipt of the written response in an attempt to resolve the dispute. ELK RIVER shall be represented by its Mayor (and any other representatives it desires to have present), and CITY shall be represented by its Mayor (and any other representatives it desires to have present), in an attempt to resolve the dispute.
- D. Such resolution of the dispute as the Parties are able to agree upon shall be put in writing and signed by the representatives of each Party and shall become a part of this Agreement.
- E. If a dispute is not resolved through the foregoing procedures, either Party may seek satisfaction through a complaint filed in the District Court of the Second Judicial District of

the State of Idaho, in and for the County of Latah, which shall be the exclusive forum agreed to by the Parties. (In any matter before the court, the remedy of specific performance shall be the preferred remedy.) In any action filed pursuant to this Agreement, costs and reasonable attorney fees shall be awarded by the court to the prevailing Party.

- F. Any time limits for action under this Agreement may be increased or decreased by mutual agreement of the Parties, said agreements to be in writing.

XX. SEVERABILITY

If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions herein shall not be affected and shall remain in full force and effect.

XXI. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire agreement and understanding between the Parties and it shall not be considered modified, altered, changed or amended in any respect unless done in accordance with this Agreement, reduced to writing, and signed by the Parties hereto. Any finding by a court of competent jurisdiction that any part or provision of this Agreement is unconstitutional or invalid shall not invalidate any other provision hereof.

XXII. PRIOR AGREEMENTS

This Agreement supersedes any and all prior Agreements between the Parties for solid waste disposal services.

CITY, by and through its Mayor, and ELK RIVER, by and through its Mayor have duly executed this Agreement in duplicate originals, to be effective on the 1st day of October, 2023, notwithstanding the date executed by the Parties hereto.

CITY OF ELK RIVER, IDAHO:

ATTEST:

Dave Brown, Mayor

Elk River City Clerk

CITY OF MOSCOW, IDAHO:

ATTEST:

Arthur D. Bettge, Mayor

Laurie Hopkins, CITY Clerk

EXHIBIT “A”

**SCHEDULE OF REIMBURSEMENT
October 1, 2023 through September 30, 2028**

Elk River agrees to pay the City of Moscow (CITY) the amounts shown herein for Solid Waste Disposal, pursuant to this Agreement, and such being delivered to the Solid Waste Processing Facility by Elk River’s collection franchisee or other person or entity authorized by Elk River.

1. Municipal Solid Waste Disposal (per ton):

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
\$117.10	\$120.02	\$123.02	\$126.10	\$129.25

2. Non-Municipal Solid Waste Disposal (per ton):

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
\$57.75	\$59.19	\$60.67	\$62.19	\$63.74

3. Compostable Materials: No Charge

Fiscal year 2024 fee modification shall be effective October 1, 2023. The fee modification date shall be October 1 of each year (example: Fiscal year 2024 fee modification shall be effective October 1, 2023).

Exhibit "B"

**FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE
TRANSPORTATION AND DISPOSAL BETWEEN CITY OF MOSCOW,
IDAHO AND FINLEY-BUTTES LIMITED PARTNERSHIP**

THIS FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE TRANSPORTATION AND DISPOSAL BETWEEN CITY OF MOSCOW, IDAHO AND FINLEY-BUTTES LIMITED PARTNERSHIP (hereinafter "First Amendment"), is made and entered into this 19th day of December, 2022, 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 Finley-Buttes Limited Partnership, an Oregon limited partnership, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR was selected to own, otherwise provide, and operate Facilities to accept CITY Acceptable Waste in loaded Trailers at CITY's designated Solid Waste Processing Facility (hereinafter "SWPF") and to Transport to and Dispose of that Acceptable Waste at the Disposal Site for CITY through an executed Agreement approved by City Council on October 7, 2019, approved by CONTRACTOR's Board of Directors as evidenced by the Unanimous Written Consent of the General Partner of Finley-Buttes Limited Partnership dated October 16, 2019 and said Agreement was executed by the Parties on November 4, 2019, see Attachment "A" (hereinafter "Agreement"); and

WHEREAS, the Agreement provides for modification upon written agreement signed by the Parties (Article 2, Section 2.13); and

WHEREAS, the Agreement permits CITY, at CITY's sole discretion, to consider CONTRACTOR requests for reimbursements due to extraordinary fuel price increases (Article 8, Section 8.2 A.(4)); and

WHEREAS, the Agreement allows for adjustment of a Service Fee or any other payment or fee at any time by mutual consent of the Parties (Article 8, Section 8.4. E); and

WHEREAS, CONTRACTOR requested fuel relief due to the unanticipated significant increases in diesel fuel costs and the fact that a portion of CONTRACTOR's cost is predicated on fuel usage to transport CITY waste two hundred fourteen (214) miles one way; and

WHEREAS, CITY has determined that the requested fuel relief is reasonable and appropriate and has previously granted fuel relief to CONTRACTOR's predecessor when similar fuel cost volatility occurred; and

WHEREAS, the proposed fuel relief adjustment contained herein provides a fair and predictable method of accounting for fuel cost volatility and provides for both reimbursement of excessive fuel expenses to CONTRACTOR when fuel prices exceed 15% of the adjusted base fuel index, and credits to CITY when fuel prices drop 15% below the adjusted base fuel index as described herein; and

FIRST AMENDMENT TO SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT
FINLEY-BUTTES LIMITED PARTNERSHIP

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WHEREAS, the Parties intend to modify the Agreement through this First Amendment to accommodate CONTRACTOR'S requested fuel adjustment;

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

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this First Amendment.

Section 2. It has been determined that a fair and predictable method of accounting for fuel cost volatility is warranted and is in the best interests of both Parties.

Section 3. CITY shall apply fuel cost adjustments as a payment to CONTRACTOR, or CONTRACTOR will apply the fuel cost adjustment as a credit to CITY, when the index changes as defined below.

1. The index to be used when considering fuel price adjustments pursuant to this First Amendment shall be the U.S. Energy Information Administration (EIA) https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=p&s=emd_epd2d_pte_r5xca_dpg&f=m, Monthly West Coast (PADD 5) Except California No 2 Diesel Retail Prices (Dollars per Gallon).
2. The Current Fuel Index (CFI) shall be the current month's average price per gallon as reported by EIA as referenced herein. The monthly average CFI, shall be used to compute fuel adjustments for the same month that services are performed for CITY. (i.e. October CFI used to compute fuel adjustment for October services). Fuel adjustments will be calculated by the 15th of the month for the prior month's services, and any payments or credits will be applied to the subsequent month's bill (i.e. September's adjustment will be calculated on October 15th and any payments or credits will be applied to October's billing).
3. Fuel adjustments provided by this First Amendment shall be retroactively effective to January 1, 2022, and shall continue thereafter through the duration of the term of the Agreement.
4. Effective January 1, 2022, the initial base fuel index (BFI) shall be Three Dollars and Thirty-One Cents (\$3.31) per gallon. The BFI shall thereafter be adjusted annually on October 1st of each year beginning October 1, 2022 to establish the Adjusted Base Fuel Index (ABFI) by an amount equal to forty percent (40%) of the annual Consumer Price Index (CPI) as published in January of each year by the United States, Bureau of Labor Statistics (Index I.D. CUUR0000SA0, All Urban Consumers, U.S. All items, 1982-84 = 100) as described herein.

$$ABFI = BFI * (CPI \text{ annual adjustment} * 40\%)$$

Where:

BFI = Base Fuel Index

CPI Annual Adjustment = ((current year annual average CPI - prior year annual average CPI) / prior year annual average CPI)
ABFI = adjusted base fuel index

5. A fuel price adjustment will only be made when the CFI varies by more than fifteen percent (15%) from the ABFI. Payments and credits shall be computed as follows:

Contractor payment if CFI is greater than 115% of ABFI:
 $FPA = (CFI - (ABFI * 115\%)) * Q * T$

City credit if CFI is less than 85% of ABFI:
 $FPA = (CFI - (ABFI * 85\%)) * Q * T$

Where:
FPA = fuel price adjustment
Q = 92.44 gallons per trip
T = monthly trips

Section 4. All other terms and conditions of the Agreement that are not amended by this First Amendment shall remain in full force and effect.

Section 5. This First Amendment was adopted by the City Council of the City of Moscow, Idaho and Approved by the Mayor of the City of Moscow on a regularly scheduled meeting dated November 5, 2022.

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

CONTRACTOR

By: Brian Evola
Brian Evola
Finley-Buttes Limited Partnership



CITY

City of Moscow, Idaho

By: Arthur D. Bettge
Arthur D. Bettge, Mayor

ATTEST

Taylor Riedner
Taylor Riedner, Deputy City Clerk

Approved As To Form:
Mila Bautista
Mila Bautista, City Attorney

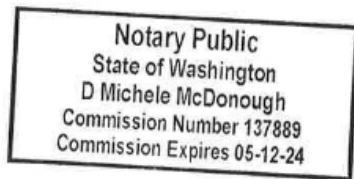
FIRST AMENDMENT TO SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT
FINLEY-BUTTES LIMITED PARTNERSHIP

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ACKNOWLEDGMENT

STATE OF Washington) ss:
County of Clark)

On this 12th day of December, 2022, before me, a Notary Public in and for said State, appeared Brian Evola, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Finley-Buttes Limited Partnership.



D. Michele McDonough
Notary Public for State of Washington
Residing at Clark County
My commission expires: 05-12-24

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, August 21, 2023



AGENDA ITEM TITLE

Proposed Lot Division of a 10-Acre Parcel Located Directly North of the Current Terminus of Warbonnet Drive (ACTION ITEM) – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicant, Warbonnet LLC, is requesting a lot division to create four lots of approximately 3.24 acres, 1.70 acres, 1.70 acres, and 1.39 acres in size from an existing 10-acre parcel located directly north of the current terminus of Warbonnet Drive. The proposal includes parkland dedication of 20,060 square feet as well as the right of way dedication required to extend Warbonnet Drive to the northern property boundary. The subject property is located in the Multiple Family Residential (R-4) Zoning District. Within the R-4 Zoning District, lots are required to be a minimum of 5,000 square feet in size and have a minimum lot width of 50 feet. All proposed lots meet the minimum lot area and width requirements of the R-4 Zone. In addition, lot division proposals within the R-4 Zone require 9% of the net developable land to be dedicated to parkland. On June 29, 2023, the Parks and Recreation Commission reviewed and recommended approval of the parkland dedication proposed as a part of this application. This proposal was heard on August 14, 2023 at the Public Works and Finance Committee meeting and was recommended for approval.

REVIEWED BY

Public Works and Finance Committee

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the lot division request with no conditions; or approve the lot division request with conditions; or deny the lot division request; or provide staff with further direction.

STAFF RECOMMENDATION

Approve the lot division request with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application, Legal, Exhibit
2. Parkland Dedication - Memo
3. Public Meeting Notice

July 12, 2023

Mayor Bettge and Moscow City Council
City Hall
Moscow, Idaho

Re: Warbonnet Parcel RMP00000123900 Lot division.

Dear Mayor Bettge and City Council

The Warbonnet Parcel RMP00000123900 owner, Warbonnet, LLC. is requesting a lot division. The proposed division would split a 10-acre parcel into three separate parcels and an arterial road right of way.

Parcel 1	3.24 Acres
Parcel 2	1.70 Acres
Parcel 3	1.39 Acres
Parcel 4	1.70 Acres
Tract 1 (Parkland)	20,000 SF
ROW	1.51 Acres

Please see attached proposed record of survey for clarification.

Enclosed are:

1. Existing Record of Survey
2. Proposed Record of Survey
3. Proposed Legal Descriptions

Please do not hesitate to contact me if you have any questions regarding this lot division request

Sincerely,



Scott Becker, PE
Principal
Hodge & Associates, Inc.

Section 12, T39N, R6W, BM

Survey References:

- Partial Replat of Hatley Addition, Instrument #387105, by L. Hodge, PE/LS #3003.
- Warranty Deed, Instrument #466225, Hatley Et Al to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints.
- Quitclaim Deed, Instrument #521114, Gritman Medical Park, LLC to Gritman Medical Center, Inc.
- Record of Survey, Instrument #543030, by J. Dunn, PLS #10162.
- Warranty Deed, Instrument #584916, Montgomery to Vietmeier.
- Record of Survey, Instrument #589058, by D. Priest, PLS #6449.
- Personal Representative's Deed, Instrument #589744, Montgomery to Sand Road Montgomery, LLC.
- Amended Record of Survey, Instrument #599295, by J. Dunn, PLS #10162.
- Personal Representative's Deed, Instrument #626665, Montgomery to Warbonnet, LLC.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the Washington-Idaho State Line Mile Post 21 and Washington-Idaho State Line Mile Post 22 said bearing being N00°58'06"E.

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Warbonnet, LLC in April 2023.

Surveyor Narrative

- The purpose of this survey was to locate and map the boundaries of the parcel described in Personal Representative's Deed, Instrument #626665, and to divide said parcel into six separate areas. four to be developed, two to be dedicated to the City of Moscow, one as road right-of-way and one as parkland, as shown hereon.
- The Washington-Idaho State Line, between Mile Post 21 and Mile Post 22, was located to establish the Basis of Bearings and primary boundary control. The Parcel described in Personal Representative's Deed, Instrument #626665 was rotated to project basis and located accordingly.
- In 1980, C. Smith, PE/LS #2058 set the Center Quarter of Section 12, see CPF, Instrument #307993. In 1991 L. Hodge, PE/LS #3003 replatted a portion of Hatley Addition (Partial Replat of Hatley Addition). Hodge held Grow's Center Quarter for the northeast corner of Hatley Addition. In 2001 M. Taggart, PE/LS #1768 reset the Center Quarter of Section 12 as part of a survey that was not recorded. Different surveyors have since held either Grow's monument or Taggart's monument as the Center Quarter of Section 12. For this survey, Grow's corner was held as the northeast corner of the Partial Replat of Hatley Addition for the purpose of proportioning the location of Warbonnet Drive. As the West Quarter Corner of Section 12, the found rebar at the southeast corner of the parcel described in Personal Representative's Deed, Instrument #626665, Grow's monument and Taggart's monument are all on a line, no determination of the actual Center Quarter of Section 12 was required for this survey.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar Centerline Monument w/Aluminum Cap Stamped "PLS 17534" Per City of Moscow Standard
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found Brass Cap
- Found 5/8" Diameter Rebar, as Described
- Calculated Position
- Record Data - See Survey References
- Line Data - See Line Table
- Curve Data - See Curve Table
- Parent Parcel Boundary Line
- New Parcel Boundary Line
- Existing Parcel Boundary Line
- Right-of-Way
- Centerline
- Section/Section Subdivision Line

NO. _____ AT THE REQUEST OF: _____
DATE & HOUR: _____ M.
JULIE FRY
LATAH COUNTY RECORDER
FEE \$ _____ BY _____

P.O. Box 8728
405 S. Washington Street
Moscow, ID 83843-0828
(208) 882-3520

Michael E. Dahlin, Inc.
Surveyor - Planner - Landscape Architect
Latah County, Idaho

Lead Surveying
Site Mapping
Photogrammetry

RIM ROCK CONSULTING, INC.

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

PRELIMINARY
NOT FOR RECORDING

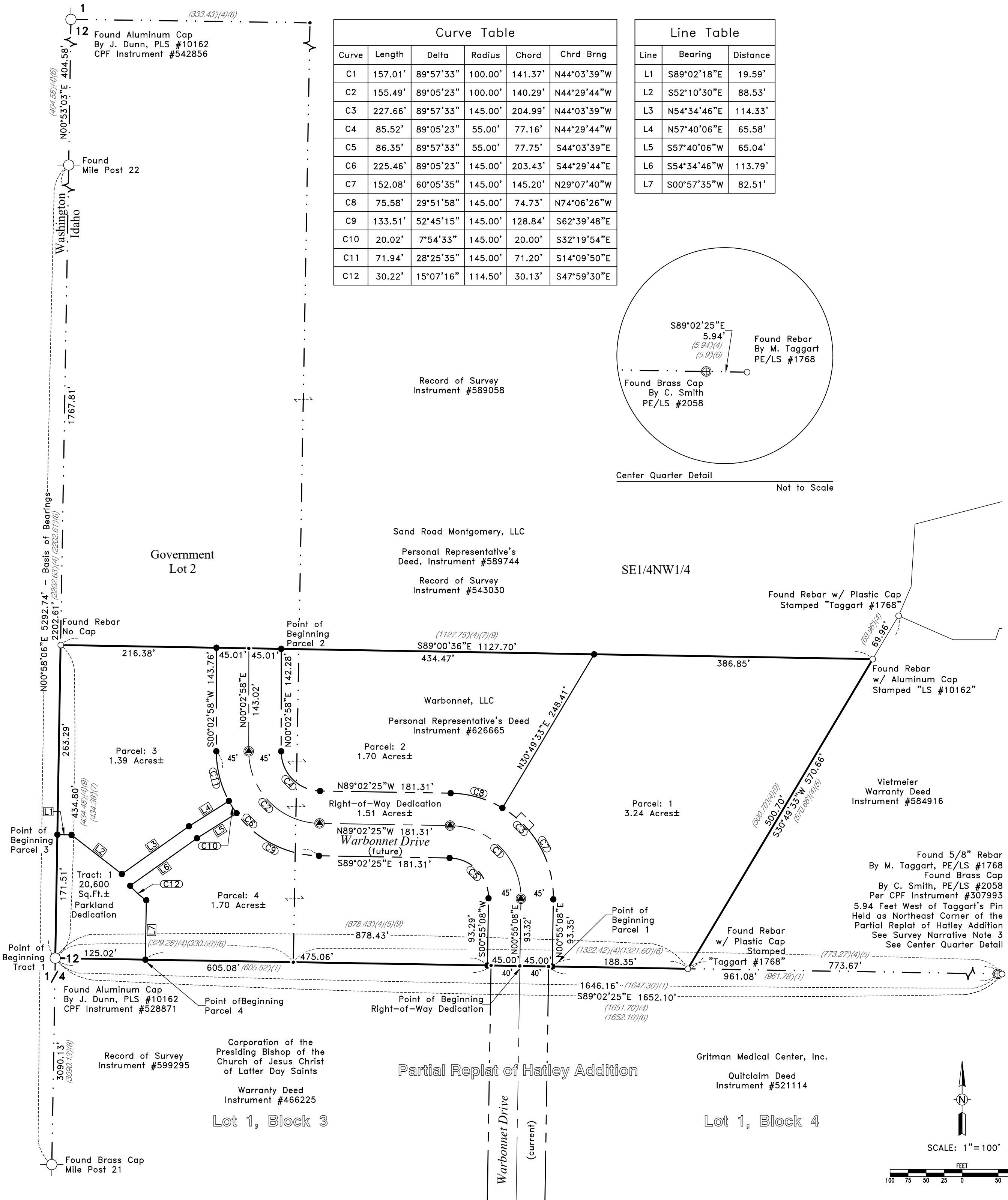
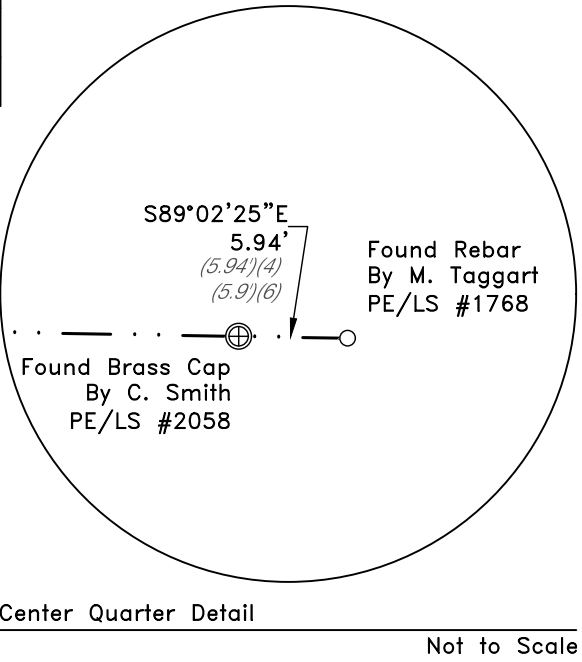
Record of Survey for:
Warbonnet, LLC
Latah County, Idaho

Drafted by: SW
Checked by: MED
File Name: 4550 ROS.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 4550-02-23
Date: 7/11/23

1 of 1

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	157.01'	89°57'33"	100.00'	141.37'	N44°03'39"W
C2	155.49'	89°05'23"	100.00'	140.29'	N44°29'44"W
C3	227.66'	89°57'33"	145.00'	204.99'	N44°03'39"W
C4	85.52'	89°05'23"	55.00'	77.16'	N44°29'44"W
C5	86.35'	89°57'33"	55.00'	77.75'	S44°03'39"E
C6	225.46'	89°05'23"	145.00'	203.43'	S44°29'44"E
C7	152.08'	60°05'35"	145.00'	145.20'	N29°07'40"W
C8	75.58'	29°51'58"	145.00'	74.73'	N74°06'26"W
C9	133.51'	52°45'15"	145.00'	128.84'	S62°39'48"E
C10	20.02'	7°54'33"	145.00'	20.00'	S32°19'54"E
C11	71.94'	28°25'35"	145.00'	71.20'	S14°09'50"E
C12	30.22'	15°07'16"	114.50'	30.13'	S47°59'30"E

Line Table		
Line	Bearing	Distance
L1	S89°02'18"E	19.59'
L2	S52°10'30"E	88.53'
L3	N54°34'46"E	114.33'
L4	N57°40'06"E	65.58'
L5	S57°40'06"W	65.04'
L6	S54°34'46"W	113.79'
L7	S00°57'35"W	82.51'



Gritman Medical Center, Inc.
Quitclaim Deed
Instrument #521114

Lot 1, Block 4

Partial Replat of Hatley Addition

Corporation of the
Presiding Bishop of the
Church of Jesus Christ
of Latter Day Saints

Warranty Deed
Instrument #466225

Lot 1, Block 3

Record of Survey
Instrument #599295

3090.13'

(3089.13)/(6)

Found Aluminum Cap
By J. Dunn, PLS #10162
CPF Instrument #528871

Point of Beginning
Parcel 4

Point of Beginning
Right-of-Way Dedication

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Parcel 3

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7/12/2023

Legal Description by Hodge & Associates

For Warbonnet, LLC

Parcel 1

A parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the north line of said Replat, S89°02'25"E, 690.08 feet to the **Point of Beginning**:

Thence leaving said north line, along the northeast right-of-way line of future Warbonnet Drive, N00°55'08"E, 93.35 feet;

Thence continuing along said northeast right-of-way line, 152.08 feet along a curve to the left, said curve having a Delta = 60°05'35", Radius = 145.00 feet, Chord = 145.20 feet and a Chord Bearing = N29°07'40"W;

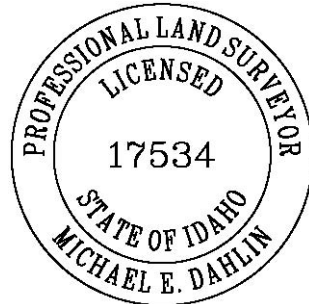
Thence leaving said northeast right-of-way line, N30°49'33"E, 248.41 feet to the south line of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records;

Thence along said south line, S89°00'36"E, 386.85 feet to the southeast corner of said parcel and a point on the west line of a parcel of land described in Warranty Deed, Instrument #584916, Latah County Records;

Thence along said west line, S30°49'33"W, 500.70 feet to the southwest corner of said parcel and a point on the north line of the Partial Replat of Hatley Addition;

Thence along said north line, N89°02'25"W, 188.35 feet to the **Point of Beginning**.

Parcel contains 3.24 acres, more or less.



7/12/2023

Legal Description by Hodge & Associates

For Warbonnet, LLC

Parcel 2

A parcel of land located in Government Lot 2 and the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the west line of said Northwest Quarter, $N00^{\circ}58'06''E$, 434.80 feet to the southwest corner of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records, thence leaving said west line, along the south line of said parcel, $S89^{\circ}00'36''E$, 306.40 feet to the **Point of Beginning**:

Thence continuing along said south line, $S89^{\circ}00'36''E$, 434.47 feet;

Thence leaving said south line, $S30^{\circ}49'33''W$, 248.41 feet to the northeast right-of-way line of future Warbonnet Drive;

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

75.58 feet along a non-tangent curve to left, said curve having a Delta = $29^{\circ}51'58''$,

Radius = 145.00 feet, Chord = 74.73 feet and a Chord Bearing = $N74^{\circ}06'26''W$;

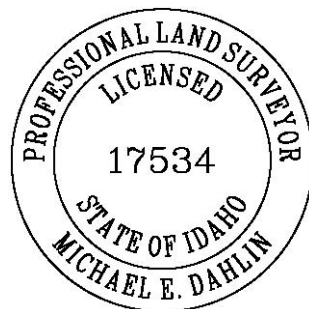
Thence $N89^{\circ}02'25''W$, 181.31 feet;

Thence 85.52 feet along a curve to the right, said curve having a Delta = $89^{\circ}05'23''$,

Radius = 55.00 feet, Chord = 77.16 feet and a Chord Bearing = $N44^{\circ}29'44''W$;

Thence $N00^{\circ}02'58''E$, 142.28 feet to the **Point of Beginning**.

Parcel contains 1.70 acres, more or less.



7/12/2023

Legal Description by Hodge & Associates

For Warbonnet, LLC

Parcel 3

A parcel of land located in Government Lot 2 of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records; Thence along the west line of said Northwest Quarter, N00°58'06"E, 171.51 feet to the **Point of Beginning**:

Thence, continuing along said west line, N00°58'06"E, 263.29 feet to the southwest corner of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records;

Thence leaving said west line, along the south line of said parcel, S89°00'36"E, 216.38 feet to a point on the southwest right-of-way line of future Warbonnet Drive;

Thence leaving said south line, along said southwest right-of-way line the following two courses:

S00°02'58"W, 143.76 feet;

Thence 71.94 feet along a curve to left, said curve having a Delta = 28°25'35", Radius = 145.00 feet,

Chord = 71.20 feet and a Chord Bearing = S14°09'50"E;

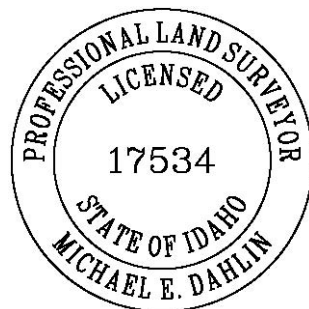
Thence leaving said southwest right-of-way line S57°40'06"W, 65.58 feet;

Thence S54°34'46"W, 114.33 feet;

Thence N52°10'30"W, 88.53 feet;

Thence N89°02'18"W, 19.59 feet to the **Point of Beginning**.

Parcel contains 1.39 acres, more or less.



7/12/2023

Legal Description by Hodge & Associates
For Warbonnet, LLC
Parcel 4

A parcel of land located in Government Lot 2 and the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the north line of said Replat, S89°02'25"E, 125.02 feet to the **Point of Beginning**:

Thence leaving said north line N00°57'35"E, 82.51 feet;

Thence 30.22 feet along a non-tangent curve to the right, said curve having a Delta = 15°07'16", Radius = 114.50 feet, Chord = 30.13 feet and a Chord Bearing = N47°59'30"W;

Thence N 54°34'46"E, 113.79 feet;

Thence N57°40'06"E, 65.04 feet to the southwest right-of-way line of future Warbonnet Drive;

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

133.51 feet along a non-tangent curve to the left, said curve having a Delta = 52°45'15",

Radius = 145.00 feet, Chord = 128.84 feet and a Chord Bearing = S62°39'48"E;

Thence S89°02'25"E, 181.31 feet;

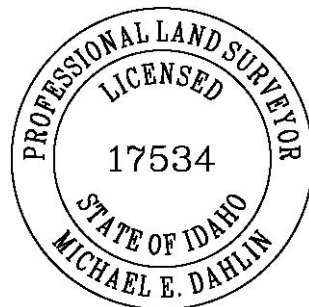
Thence 86.35 feet along a curve to the right, said curve having a Delta = 89°57'33",

Radius = 55.00 feet, Chord = 77.75 feet and a Chord Bearing = S44°03'39"E;

Thence S00°55'08"W, 93.29 feet to a point on the north line of the Partial Replat of Hatley Addition;

Thence leaving said southwest right-of-way line, along said north line, N89°02'25"W, 475.06 feet to the **Point of Beginning**.

Parcel contains 1.70 acres, more or less.



8/1/2023

Legal Description by Hodge & Associates
For Warbonnet, LLC
Parkland Dedication

A parcel of land located in Government Lot 2 of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records;

Thence along the west line of said Northwest Quarter, N00°58'06"E, 171.51 feet;
Thence leaving said west line, S89°02'18"E, 19.59 feet;
Thence S52°10'30"E, 88.53 feet;
Thence N54°34'46"E, 114.33 feet;
Thence N57°40'06"E, 65.58 feet to the southwest right-of-way line of future Warbonnet Drive;
Thence along said southwest right-of-way line, 20.02 feet along a non-tangent curve to the left, said curve having a Delta = 7°54'33", Radius = 145.00 feet; Chord = 20.00 feet and a Chord Bearing = S32°19'54"E;
Thence leaving said southwest right-of-way line, S57°40'06"W, 65.04 feet;
Thence S54°34'46"W, 113.79 feet;
Thence 30.22 feet along a non-tangent curve to the left, said curve having a Delta = 15°07'16", Radius = 114.50 feet, Chord = 30.13 feet and a Chord Bearing = S47°59'30"E;
Thence S00°57'35"W, 82.51 feet to a point on the north line of the Partial Replat of Hatley Addition;
Thence leaving said southwest right-of-way line, along said north line, N89°02'25"W, 125.02 feet to the **Point of Beginning**.

Parcel contains 20,600 square feet, more or less.



7/12/2023

Legal Description by Hodge & Associates
For Warbonnet, LLC
Right-of-Way Dedication

A parcel of land located in Government Lot 2 and the Southeast Quarter of the Northwest Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, Latah County, Idaho, being a 90.00 foot wide strip of land, centered over the following described line:

Commencing at the southwest corner of the Northwest Quarter of Section 12, said point also being the northwest corner of the Partial Replat of Hatley Addition, Instrument #387105, Latah County Records, thence along the north line of said Replat, S89°02'25"E, 645.08 feet to the intersection of said common line with the centerline of Warbonnet Drive and the **Point of Beginning**:

Thence leaving said common line, N00°55'08"E, 93.32 feet;

Thence 157.01 feet along a curve to the left, said curve having a Delta = 89°57'33", Radius = 100.00 feet, Chord = 141.37 feet and a Chord Bearing = N44°03'39"W;

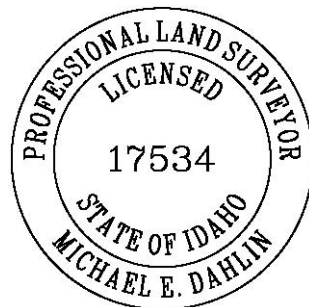
Thence N89°02'25"W, 181.31 feet;

Thence 155.49 feet along a curve to the right, said curve having a Delta = 89°05'23", Radius = 100.00 feet, Chord = 140.29 feet and a Chord Bearing = N44°29'44"W;

Thence N00°02'58"E, 143.02 feet to the south line of a parcel of land described in Personal Representative's Deed, Instrument #589744, Latah County Records and the end of this 90.00 foot wide strip of land.

The sidelines of this strip of land to be extended or shortened to terminate on the north line of the Partial Replat of Hatley Addition and on the south line of the parcel of land described in Personal Representative's Deed, Instrument #543030.

Parcel contains 1.51 acres, more or less.





City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

Date: July 6, 2023

Re: Parkland Dedication Requirements for the Proposed Warbonnet Drive Phase 1 Lot Division

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

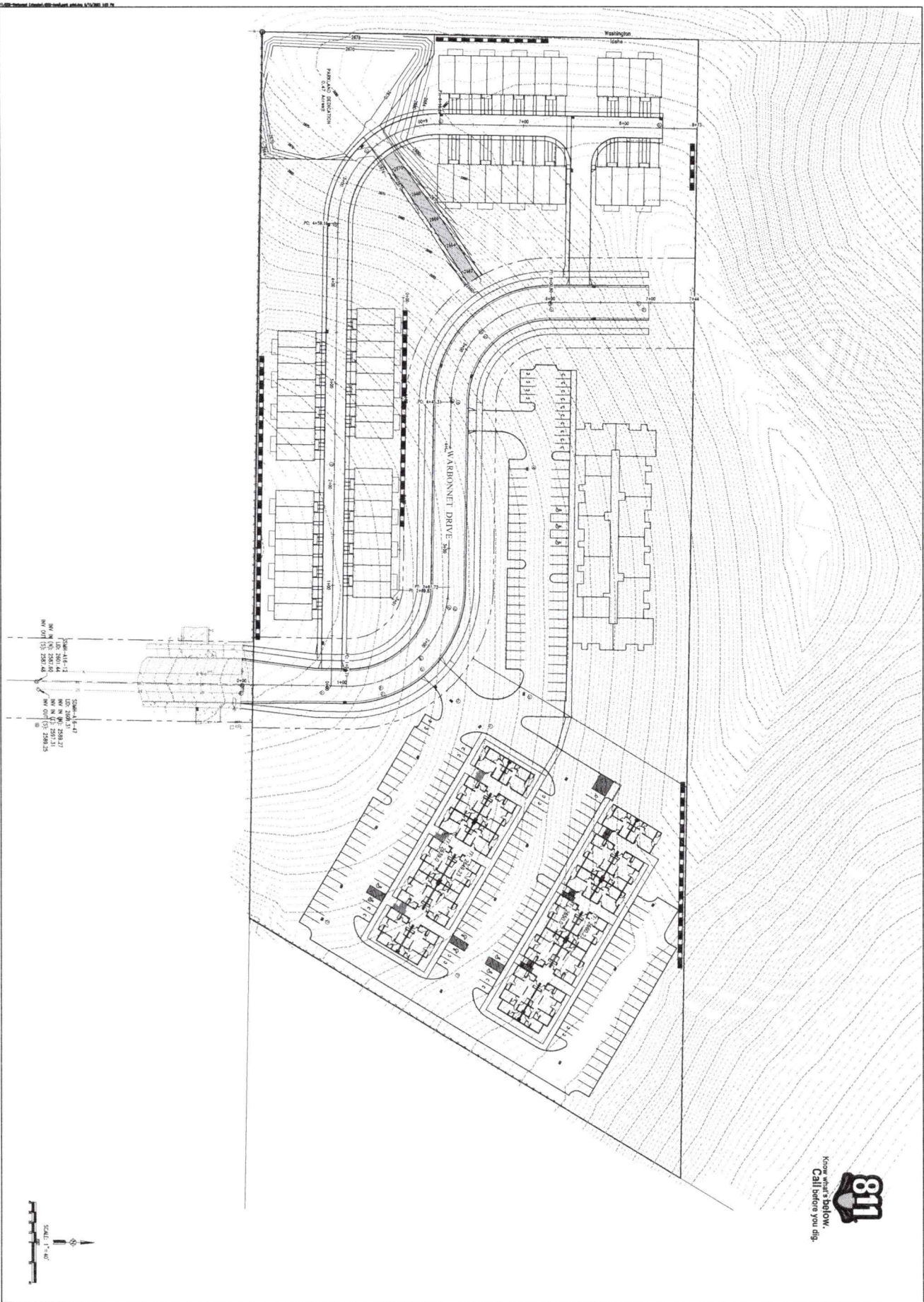
Based on the plans submitted, the net developable area is 8.49 acres. The proposed R-4 Multiple Family Residential Zoning has a requirement of 9% for parkland dedication, which requires 0.76 acres of parkland dedication.

The Parks and Recreation Commission considered the Warbonnet Drive Phase 1 Lot Division parkland dedication requirements on June 29, 2023. After consideration, the Parks and Recreation Commission recommended approval of the parkland dedication of 0.47 acres and grading (Exhibit A) to meet the requirements of parkland dedication and defer the parkland dedication requirements until a later phase of the project.

Should there be any changes to the developable land or zoning, I would need to review those changes for any possible affects to my recommendation.

Please do not hesitate to contact my office with any questions or clarification.

Exhibit A



NOTICE OF PUBLIC MEETING

Proposed Lot Division of a 10-Acre Parcel Located Directly North of the Current Terminus of Warbonnet Drive within the City of Moscow as Shown on the Vicinity Map Below. Permit Application LUP2023-0006

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

Proposed lot division to create four lots of approximately 3.24 acres, 1.70 acres, 1.70 acres and 1.39 acres size from the existing 10-acre parcel. The proposal includes parkland dedication and the extension of the Warbonnet Drive right-of-way to the northern property boundary of the subject property.

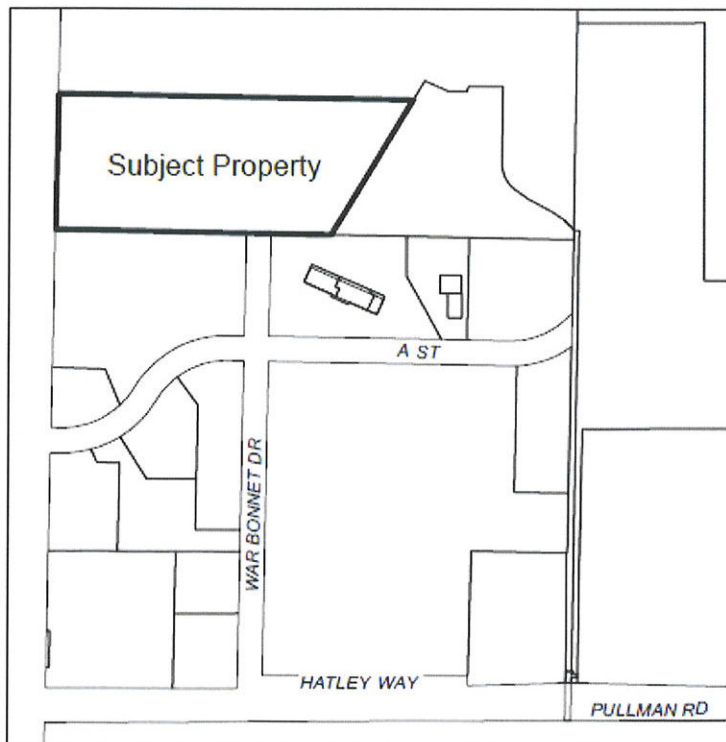
MEETING DATE: Monday, August 14, 2023

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

MEETING TIME: 4:00 p.m.

Note: Meeting start time is not necessarily indicative of the start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine the start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S. Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter. You may obtain further information about the public hearing process and procedures on the City Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie M. Hopkins
Moscow City Clerk


Jennifer Fleischman
Deputy City Clerk

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