

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
December 18, 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 December 4, 2023 Minutes - Laurie M. Hopkins

B. Disbursement Report November 2023 - Sarah Banks

Staff presented the November 2023 Accounts Payable Report to the Public Works / Finance Committee on December 11th, 2023. The Committee received the report and approved the disbursements as presented.

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

C. Affordable Housing Grant Program Update Resolution - Cody Riddle

The City established the Affordable Housing Grant Program in 2021. Since that time, Staff has identified a few refinements to help streamline and improve the program. Staff is proposing an update to simplify the application requirements, intending to facilitate an increase in affordable home construction. This item was reviewed and recommended for approval by the Public Works/Finance Committee on December 11, 2023.

ACTION: Approve the resolution modifying the requirements of the Affordable Housing Grant Program.

D. 2024 WHITCOM Emergency Dispatch Agreement - Bill Belknap

The City currently contracts with the WHITCOM joint dispatch center for E911 emergency and non-emergency dispatch services. The attached agreement would continue those services through the 2024 calendar year. The proposed fee for the dispatch services is \$26,389 less than the 2023 agreement, with a total annual cost of \$776,874. Staff has prepared the agreement for the Council's review and approval.

PROPOSED ACTIONS: Approve the Emergency Dispatch Services Agreement.

E. Startouch Wireless Communications Facility Lease Agreement - Bill Belknap

Startouch Microwave Communications is requesting to install two (2) microwave antennas and associated cables on the City Rotary Park Water Tower. The proposed use of the equipment is to provide communication services to T-Mobile, which operates a cellular communications site at the location. Staff has prepared a wireless communications lease agreement to allow the installation of the two antennas in exchange for a lease fee of \$3,600 per year which will increase by 3% annually. The agreement is being presented to the Council for the Council's review and approval.

ACTION: Approve the wireless communications facility lease agreement.

REGULAR AGENDA

2. Staff Recognition

3. Mayors Appointments (ACTION ITEM)

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

5. Public Hearing: 2216 South Main Street Annexation, Comprehensive Plan Land Use Designation, and Zoning Designation (ACTION ITEM) - Mike Ray

The applicant, Joel Cohen, is proposing a Comprehensive Plan land use designation and zoning designation for a 7.98-acre property proposed to be annexed into the City of Moscow and located at 2216 South Main Street. The current Comprehensive Plan Land Use Designation is Auto-Urban Commercial and the proposal is to retain that designation. The zoning of the subject property is currently a combination of the Industrial (I) and Agriculture Forestry (AF) Zones and the proposal is the Motor Business (MB) Zone. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designation and Rezone on November 15, 2023 and recommended approval with no conditions.

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

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

6. City Limits Ordinance (ACTION ITEM) - Scott Bontrager

Idaho Code Section 63-215 states that taxing districts that alter their boundaries must prepare and file the legal description and map of the new district boundary within 30 days of the amendment or no later than the tenth day of January of the year following the alteration. The City recently amended the City boundary through the annexation of 2216 S Main Street on December 18th, 2023. Staff has prepared a new City Limits ordinance which includes the updated legal description and boundary map for the Council's approval and transmission to the State Tax Commission and Latah County Recorder and Assessor offices.

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

7. Benefit Consulting Agreement (ACTION ITEM) - Bill Belknap

The City of Moscow has utilized the Murray Group, Inc. for a number of years to provide consulting. The City of Moscow has utilized the Murray Group, Inc for 18 years to provide benefit consulting services to the city. In September 2023, the City of Moscow sought out Statements of Qualifications (SOQs) from qualified consulting firms for Employee Benefits Consulting Services to assist the City of Moscow (City) in the management of its employee medical, dental, vision, and voluntary supplemental benefit programs to be effective January 1, 2024. The Murray Group was provided notice of termination in September to meet required notice period requirements in the event they were not selected as the successful firm. The City received a total of seven bids and brought 3 firms in for formal presentations. Through this open process, the review committee selected Gallagher Benefit Services, Inc as their finalist. The draft contract, pending minor adjustments by Gallagher, was reviewed by the Public Works/Finance Committee on December 11, 2023. The final contract is attached for approval by the Council.

PROPOSED ACTIONS: Approve the Gallagher Benefit Services Consulting agreement, Broker of Record Letter, and Peak One Fee Schedule to include COBRA Administration; or take other action deemed appropriate.

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
December 4, 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, Mike Ray, Megan Cherry, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Vice President Taruscio led the Pledge of Allegiance.

PROCLAMATION

No proclamation read.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council November 6, 2023 Minutes - Laurie M. Hopkins

B. Disbursement Report October 2023 - Sarah Banks

Staff presented the October 2023 Accounts Payable Report to the Administrative Committee on November 27th, 2023. The Committee received the report and approved the disbursements as presented.

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

C. Palouse Basin Aquifer Committee Memorandum of Agreement - Tyler Palmer

The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement which expired August, 2023. The Committee has formed a sub-Committee and tasked them with drafting updates to the interagency agreement to better reflect current needs and practices. This Memorandum of Agreement will allow the entities time to draft and review the changes while adhering to the tenets of the previous agreement. This was reviewed by the Administrative Committee on November 27, 2023 and recommended for approval.

ACTION: Approve the Memorandum of Agreement for the Palouse Basin Aquifer Committee.

Taruscio moved and Kelly 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)

Appointments were postponed until the next meeting.

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

Nick Koenig (Moscow), said it is reaffirming other cities around the United States has declared a crisis and ask the Moscow City Council to declare a crisis in regards to a ecological climate crisis. Attended a climate action planning working group meeting and amazed by their work and hopes the Council can put climate at the forefront of the happenings in the city.

4. Citizen Commission Report - Historic Preservation Commission – Mike Ray / Nels Reese

Ray introduced Nels Reese, chair of the Historic Preservation Commission. Reese provided a slideshow of the winners of the 2023 Orchid awards.

5. Latah Recovery Annual Report – Darrell Keim

Keim said they are servicing recovery coaching, life skills and social gatherings; an outreach campus center that mimics the downtown facilities; a jail reentry program; hosting a crisis center; harm reduction which was new last year includes a syringe program, safe sex info, and Narcan; a men's Oxford house; and they have received \$80,000 for a women's Oxford house and will be funding raising for more.

Statistics for the center include 9,122 client contacts (people through the door, not people served); average of 69 recovery coaching sessions a month; 311 people assisted by the crisis center network last year. There is a steady increase in homeless and more mental health issues. He sees an increase in help with alcohol and cannabis and a decrease in IV drug use but that could be do to a change to fentanyl.

In response to questions, the reconstruction of the Oxford House should be ready to rent by June and fentanyl testing strips are not legal in Idaho.

6. 2024 Arts Programming Update - Megan Cherry

Cherry explained there has been recent changes to art programming with a 50% reduction in arts staff. Graphic design is not being outsourced and administrative services are being provided by Administration; Arts programs recommended for implementation as planned in FY2024 include: Artwalk; Mayor's Arts Awards; Public Art Permanent Collection: Mural at Jackson & A; Intermodal Transit Center Sculpture Garden; Palouse Plein Air; Third Street Gallery and The Box Gallery. The programs recommended for a one-year pause are the Moscow Poet Laureate and the Vinyl Wraps and Storm Drain Murals. The programs recommended for discontinue all City operation of is Entertainment in the Park and the Moscow Arts Commission Band. The Council members thanked Cherry for all the work she has done for all the programs and art in the community.

7. Acknowledgment of Election Results (ACTION ITEM) - Bill Belknap

Per Idaho Code 50-412, the City Council is required to accept the canvassed election results from Latah County, including the breakdown by precinct. The acceptance must be included in the City Council meeting minutes.

PROPOSED ACTIONS: Accept canvassed election results from Latah County; or take other action deemed appropriate.

Belknap introduced the item as written above. Having no questions, Taruscio moved to accept the canvassed election results from Latah County. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Sanitation Franchise Fee Amendment Ordinance (ACTION ITEM) - Bill Belknap

A recent Idaho Supreme Court decision involving a suit against the City of Lewiston has required the City of Moscow to review and amend our historical financial practices related to transfers from the City's enterprise utility funds to the City's Street Fund to compensate the Street Fund for the impact the City's underground utilities and sanitation vehicles have upon the City's roadways. To compensate for this lost street maintenance funding, Staff is proposing to increase the sanitation franchise fee from the current 5% to 10%, similar to what the City of Lewiston did following the court's decision. The proposed franchise fee increase will not have a direct impact upon current sanitation rates as the increased franchise fee will simply take the place of prior direct fund transfers, and recently the City was able to defer the programmed rate increases for FY2024. Staff have prepared an ordinance to increase the franchise fee for the Council's consideration.

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

Belknap introduced the item as written above. There will be no impact on rate payers with this change. It is unforeseen at this time if there will be any Legislative change to this practice in the near future. Taruscio moved 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. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2023-09 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF TITLE 9, CHAPTER 9, SECTION 9-3 C.; PROVIDING FOR AN AMENDMENT TO THE SOLID WASTE FRANCHISE FEE AND ASSOCIATED REVISIONS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

REPORTS

City Council

Moscow Urban Renewal Agency – Laflin said the developers of the 6th and Jackson property gave a report.

Moscow Arts Commission – Parker said the Commission discussed the changes in programming.

Human Rights Commission – Parker said they will be selecting a new chair with Ken Faunce stepping off the Commission.

1912 Development Committee – Kelly said the bids are going out for architect for the third floor.

Palouse Basin Aquifer Committee – Kelly said they are reaching out to people in relation to water rights.

Moscow Pathways Commission – Lewis said the Commission went through their goals to better liaison with Transportation Commission; there is interest in bringing back commission group meetings for collaboration.

SMART Transit – Lewis said the group discussed ideas for fleet maintenance for better service and a possible update to the transportation plan.

Council members reported on other meetings and events.

Mayor

Mayor Bettge said he met with Scott Bedke, Idaho Lieutenant Governor; an airport board meeting where they discussed load factors and also had a ribbon cutting; and other events.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:29 p.m.

ATTEST:

Arthur D. Bettge, Mayor

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 18, 2023



AGENDA ITEM TITLE

Disbursement Report November 2023 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending November 30, 2023. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$5,033,167.65.

Payroll	\$1,237,498.00
Professional Services	\$215,224.00
Sanitation	\$529,587.00
Capital Outlay	\$1,522,628.00
Capital Outlay-Vehicles	\$472,605.00
Capital Outlay-Improvements	\$218,517.00
Supplies	\$162,790.00
Utilities	\$82,796.00
Contractual Payments	\$427,683.00
ACH Wells Fargo	\$25,584.00
Total	\$4,894,912.00

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 November 2023.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of November 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

RECEIPTS REPORT FOR NOVEMBER 2023

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	5,528.24	120,487.09	55,670.52	0.00	142,982.11	14,182.88	240,155.47	15,024.75	0.00	5,013.56	599,044.62
105	STREETS	925.43	0.00	0.00	0.00	14.40	0.00	0.00	150.00	0.00	0.00	1,089.83
120	RECREATION AND CULTURE	0.00	0.00	0.00	6,379.00	10,469.15	0.00	0.00	40.00	0.00	0.00	16,888.15
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	0.00	0.00	0.00	0.00	0.00	0.00	8,091.01
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	1,671.12	0.00	0.00	0.00	0.00	0.00	1,671.12
220	WATER	0.00	0.00	0.00	0.00	567,161.51	0.00	1,536.86	0.00	0.00	0.00	568,698.37
230	SEWER	0.00	0.00	0.00	0.00	700,394.98	0.00	1,940.55	405.18	0.00	0.00	702,740.71
235	STORMWATER	0.00	0.00	0.00	0.00	50,762.60	0.00	0.00	0.00	0.00	0.00	50,762.60
240	SANITATION	0.00	0.00	0.00	0.00	519,127.43	0.00	0.00	0.00	0.00	0.00	519,127.43
290	FLEET	0.00	0.00	0.00	0.00	80,108.82	0.00	0.00	0.00	0.00	0.00	80,108.82
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	0.00	0.00	0.00	147,205.27
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	31,329.55	0.00	0.00	0.00	31,329.55
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	3,362.10	0.00	0.00	0.00	3,362.10
590	BOND & INTEREST	836.61	0.00	0.00	0.00	0.00	0.00	230.16	0.00	0.00	0.00	1,066.77
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	7,290.28	120,487.09	55,670.52	14,470.01	2,219,897.39	14,182.88	278,554.69	15,619.93	0.00	5,013.56	2,731,186.35

City of Moscow Cash and Investments Balances as of 11/30/2023		
Fund	Year to Date Balance	
General Fund	\$	8,033,521.85
Street Fund	\$	2,051,458.61
Recreation & Culture	\$	1,306,394.97
MSDCP	\$	111,121.01
1912 Fund	\$	68,414.72
Transit Center	\$	70,558.35
Water Fund	\$	3,792,127.70
Sewer Fund	\$	4,252,996.75
Stormwater Fund	\$	269,023.56
Sanitation Fund	\$	3,801,547.43
Fleet Fund	\$	6,561,148.81
Information Systems	\$	5,492,633.78
Water Capital	\$	5,107,172.29
Sewer Capital	\$	18,579,052.09
Stormwater Capital	\$	312,668.58
Capital Projects	\$	10,667,300.20
Sanitation Capital	\$	7,467,147.52
LID construction	\$	213.45
Hamilton	\$	787,032.27
Bond & Interest	\$	503,997.59
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,514.46
Total Cash & Investments	\$	80,489,657.10

DISBURSEMENTS REPORT FOR NOVEMBER 2023												
		ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE	FUND NAME	11/2/2023	11/13/2023	11/16/2023	11/22/2023	11/30/2023	11/6/2023	11/3/2023		11/3/2023	11/17/2023	
BATCH #		AP 11.3.2023	AP 11.10.2023	AP 11.17.2023	AP 11.22.2023	AP 11.30.2023	11/21/2023 AP 11.3.2023 AP 11.10.2023	11/13/2023 11/16/2023 AP 11.3.2023 AP 11.10.2023 AP 11.17.2023		ID86	ID87	
CHECK #'s		107187-107249	107250-107339	107340-107391	107392-107428	107429-107494	Novermber CC ACH's	Novermber ACH's		21588	21589-21590	
Fund #												
101	GENERAL	5,101.78	35,903.35	10,631.83	111,862.33	19,998.19	9,861.82			347,324.34	383,949.18	924,632.82
105	STREETS	615.00	25,807.83	13,327.72	20,002.34	2,162.39	506.63			27,603.94	30,700.29	120,726.14
120	RECREATION AND CULTURE	21,165.58	9,482.03	3,188.84	30,732.75	17,383.79	2,510.38			57,196.81	56,962.40	198,622.58
121	MSD COMM. PLAY FIELDS		282.00		1,064.34					3,408.78	1,551.49	6,306.61
123	1912 CENTER	10,750.00										10,750.00
128	TRANSIT CENTER		1,057.11	18.98		365.00						1,441.09
220	WATER	17,085.21	47,515.76	32,217.21	96,431.16	5,010.84	968.74	134,111.04		49,579.99	52,879.88	435,799.83
230	SEWER	31,518.23	37,695.94	12,869.62	33,468.76	93,439.41	5,794.87	20,697.72		51,948.60	55,722.22	343,155.37
235	STORMWATER	930.10	367.29	620.60	6,338.53	84.92	871.61			17,129.23	17,361.46	43,703.74
240	SANITATION	100.00	138,857.49		1,747.07	5,370.79		370,172.14		8,327.39	8,543.47	533,118.35
290	FLEET	1,086.23	97,773.69	375,260.86	45,260.17	5,732.52	1,320.43			10,621.58	11,668.07	548,723.55
295	INFORMATION SYSTEMS	24,212.89	11,460.00	5,383.75	89,537.76	68.79	3,749.08			20,712.18	24,306.31	179,430.76
320	WATER CAPITAL PROJECTS	189,207.78		4,326.54	553.49	979,878.23						1,173,966.04
330	SEWER CAPITAL PROJECTS					474,040.82						474,040.82
335	SANITATION CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS	25,270.00	321.15	4,239.60		8,919.20						38,749.95
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	327,042.80	406,523.64	462,085.55	436,998.70	1,612,454.89	25,583.56	524,980.90	0.00	593,852.84	643,644.77	5,033,167.65

Julia Parker

Sandra Kelly

Drew Davis

Sarah L. Banks, Finance Director

[illegible]

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 18, 2023



AGENDA ITEM TITLE

Affordable Housing Grant Program Update Resolution - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

Recognizing a growing need in the community, the City adopted an Affordable Housing Grant Program in the fall of 2021. The goal was to create a financial incentive that would help increase affordable homeownership opportunities in the City.

Since its inception, the City has awarded two non-profit organizations a total of \$120,000 to assist in the construction of six new homes. Unfortunately, to date, only one of those homes has been constructed. Both groups have cited the requirement to maintain affordability in perpetuity as a challenge for their partners and lenders. To address this issue, staff is recommending the program be modified to require affordability be maintained for a minimum of 50 years. Representatives from both non-profits have indicated this term will be more palatable to their lenders.

The second change included in the attached resolution simplifies the application process by clarifying eligibility requirements. The program initially included two approaches to determining eligibility. This has created confusion for potential applicants and City staff administering the program. Staff is recommending the program be modified to include a single approach to determining eligibility. Grants will still be limited to those earning 80% or less of the Latah County Area Median Income (AMI), and the total cost of housing (principal, interest, taxes, insurance, dues, and utilities) cannot exceed 35% of a specific buyer's income based upon the buyer's family size.

The grant program is one of the few tools the City has to directly support affordable housing. The minor changes proposed should result in an increase in the utilization of the program and a greater number of affordable homeownership opportunities.

This item was reviewed, and recommended for approval, by the Public Works/Finance Committee on December 11, 2023. The Committee did add language clarifying that eligibility for grant funding would be based on the buyer's annual household income, depending on family size. This change was included in the attached resolution.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the resolution modifying the requirements of the Affordable Housing Grant Program.

STAFF RECOMMENDATION

Approve the resolution modifying the Affordable Housing Grant Program.

OTHER RESOURCES

FISCAL IMPACT

The adopted FY 2024 budget includes a \$110,000 allocation to support affordable housing construction through the grant program.

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2023 - Affordable Housing Resolution Update_final_updated 12-11-23

RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING RESOLUTION 2021-22, PROVIDING FOR THE MODIFICATION OF THE REQUIREMENTS FOR THE AFFORDABLE HOUSING GRANT PROGRAM; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the health and safety of all citizens of the City of Moscow (hereinafter “City”) is the greatest priority and is of the utmost importance to the Mayor and City Council; and

WHEREAS, Idaho Code § 50-302, enables cities to promote the general welfare of its citizens; and

WHEREAS, the cost to rent or purchase housing has become less affordable for millions of people and families across the Pacific Northwest including residents within the City; and

WHEREAS, according to the Multiple Listing Service and the U.S. Bureau of Labor Statistics data, from 2015 to 2019, the average home sales price increased by more than 25%, while per capita incomes only grew by 10%, and the average home sale price in the City increased an additional 12.2% between 2019 to 2020; and

WHEREAS, studies have shown affordable housing encourages social connection, reduces overcrowding, increases adjacent property values, attracts businesses and jobs, and lowers crime rates; and

WHEREAS, it is the policy of the City to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender, national origin, disability, familial status, sexual orientation, or gender identity/expression; and

WHEREAS, the City supports the development of affordable housing within Moscow, believes it is a benefit to the Moscow community as a whole, serves an important public purpose and established the Fair and Affordable Housing Commission; and

WHEREAS, the Mayor and City Council adopted Resolution 2021-22, establishing an affordable housing grant program to address the major challenge area identified in the City’s strategic plan, “Lack of Affordable Housing Creates Economic Disadvantages”; and

WHEREAS, the City seeks to amend the program requirements due to the initial program having been determined to be overly restrictive to local builders, and as a result, has been underutilized. The City is hoping the amendments contained herein will increase the use of the grant program and generate construction of additional affordable housing; and

WHEREAS, the Council supports the attached amended policy and wishes to adopt it by Resolution in order to accomplish the purposes stated herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following as follows.

1. That the Amended City of Moscow Affordable Homeownership Grant Program attached hereto as Exhibit “A” is adopted and shall replace the Moscow Affordable Homeownership Grant Program attached to Resolution 2021-22;
2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Hailey Lewis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

EXHIBIT A

City of Moscow Affordable Homeownership Grant Program

- 1) **Overview:** The cost to rent or purchase housing has become less affordable for millions of people and families across the Pacific Northwest, and Moscow is no exception. From 2015 to 2019, the average home sales price increased by more than 25%, while per capita incomes only grew by 10%, and the average home sale price in the City of Moscow increased an additional 12.2% between 2019 to 2020. Studies have shown affordable housing provides community stability, encourages social connection, increases adjacent property values, attracts businesses and jobs, and lowers crime rates. The City of Moscow supports the development of affordable housing within Moscow and has established an Affordable Homeownership Program to promote and encourage non-profit organizations to collaborate and work cohesively as a community on this issue.
- 1) **Definitions:** For the purpose of the Affordable Homeownership Grant Program, the words and terms used herein are defined as follows:
 - a) Affordable. Where the cost of housing including principal, interest, taxes, private mortgage insurance, land leases payments, homeowner's association dues and utilities do not exceed thirty-five percent (35%) of the buyer's monthly gross income.
 - b) AMI. The Latah County Annual Median Household Income as published by the U.S. Department of Housing and Urban Development.
 - c) Buyer. The individual or family that is the intended purchaser of an affordable housing unit.
 - d) City. The City of Moscow, Idaho.
 - e) Council. The City of Moscow City Council
 - f) Non-Profit Housing Developer. A non-profit organization or partnership with a mission that is focused on the creation, renovation, preservation, operation, and maintenance of affordable housing.
 - g) Owner Occupied. A property owner, as reflected in real property records, who makes their legal residence at the property, as evidenced by voter registration or similar means and actually resides at the property for more than six (6) months out of any given year. Owner occupancy may also include a named natural person with an ownership or benefit in a private trust, but shall not extend to corporate trusts.
 - h) Community Land Trust. A trust created to effectuate a real estate ownership arrangement in which the trustee holds legal and equitable title to the property subject to the provisions of a trust agreement setting out the rights of the beneficiaries whose interests in the trust are declared to be personal property.
 - i) Program. The City of Moscow Affordable Homeownership Grant Program.
 - j) Subsidy Retention. A mechanism which is a legally binding restriction upon the future housing unit sale price in accordance with an approved inflationary income index to ensure the housing unit remains affordable in perpetuity.
 - k) Subsidy Recapture. A mechanism which includes a legally binding requirement to collect and return the City's original contribution to the housing unit upon future sale of the said unit.

2) Annual Allocation:

- a) The City Council intends to allocate funding for the Program each fiscal year subject to available funding and the Council's approved budget appropriation. The goal is to allocate Fifty Thousand Dollars (\$50,000) annually to the Program depending upon available funding.
- b) The annual appropriation will be placed within a designated capital fund where it will be retained and accumulated until disbursements are approved in accordance with the Program.

3) Organization Eligibility:

- a) An eligible non-profit housing developer whose primary mission and purpose is the development and provision of affordable housing.
- b) Evidence of successful completion of affordable housing projects.

4) Grant Application Process

- a) Grant applications will be accepted annually beginning October 1st of each year on a first come first served basis until the annual allocation has been obligated.
- b) The maximum grant award shall be Ten Thousand Dollars (\$10,000) per housing unit, unless otherwise approved by the Council.
- c) Grant awards shall be effective for twenty-four (24) months from the date of approval, unless otherwise specified and approved by the City Council. If closing on the housing unit does not occur prior to the expiration date, the grant award will be null and void, and the allocated funds will be returned to the Affordable Homeownership Grant program budget.

5) Eligible Activities

- a) The development and provision of perpetual affordable homeownership opportunities which may include:
 - i) Construction of new detached single-family homes, attached single-family homes, townhouses and/or condominium units;
 - ii) Acquisition and rehabilitation/renovation of existing detached single-family homes, attached single-family homes, townhouses and/or condominium units;
 - iii) Other uses as may be approved by the City Council.
- b) The development of affordable housing within a community land trust shall be allowed and encouraged.

6) Grant Requirements and Obligations

- a) The buyer's household income shall be eighty percent (80%) or less of the Latah County AMI.
- ~~b) The housing unit must meet one of following affordability measures:~~
 - ~~i) The home sale price may not exceed what is deemed to be affordable to a family of three (3), based upon seventy percent (70%) of the AMI, as established by the City on an annual basis.~~
 - ii)b) The annual mortgage payment amount (inclusive of principal, interest, taxes, private mortgage and homeowner's insurance, association dues, and utilities) may not

exceed 35% of the ~~70% AMI~~ annual household income based upon the buyer's family size.

- c) All housing units shall be required to be owner occupied.
- d) The non-discrimination in employment and housing practices detailed in Moscow City Code Title 10, Chapter 19, along with all local, state and federal laws shall be followed.
- e) All grant recipients shall provide a legally enforceable means to ensure either subsidy recapture or subsidy retention to guarantee the grant award will be retained to preserve affordability of the housing unit. All proposed retention or recapture obligations shall be ~~in perpetuity~~for a minimum of fifty (50) years and subject to City review and approval.
- f) The subsidy recapture shall be accomplished by the placement of a lien, or other secured property interest, payable to the City of Moscow in the amount equal to the original grant award.
- g) The subsidy retention shall be accomplished with a deed restriction upon the property which limits the future home resale amount to retain affordability, including the obligation to sell the home to a buyer who meets the same conditions and criteria of the original purchaser as specified herein.

7) Grant Disbursement

- a) Unless otherwise specified, grant awards shall be disbursed on a reimbursement basis subject to final verification of sales price and buyer qualification at the time of closing.
- b) The grant award shall be paid within thirty (30) days of receipt of notice of property closing and receipt of all necessary documentation to verify compliance with all conditions of this Program.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 18, 2023



AGENDA ITEM TITLE

2024 WHITCOM Emergency Dispatch Agreement - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor, James Fry, Police Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City currently contracts with the WHITCOM joint dispatch center for E911 emergency and non-emergency dispatch services. The attached agreement would continue those services through the 2024 calendar year. The proposed fee for the dispatch services is \$26,389 less than the 2023 agreement, with a total annual cost of \$776,874. Staff has prepared the agreement for the Council's review and approval. This was reviewed by the Public Works/Finance Committee on December 11th and recommended for approval.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the Emergency Dispatch Services Agreement.

STAFF RECOMMENDATION

Approve the Emergency Dispatch Services Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Moscow Whitcom E911 Agreement 2024_Final

AGREEMENT FOR E911 SERVICES AND
COMPLETE DISPATCH SERVICES

This Agreement for Enhanced 911 (E911) Services and Complete Dispatch Services (hereinafter referred to as “Agreement”), is made and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as “CITY”), and WHITCOM, an agency established through the cooperation of Washington State political entities consisting of County of Whitman, City of Pullman, Washington, and Washington State University, acting through Enhanced 911 Inter-Local Agreement pursuant to the Inter-Local Cooperation Act, Chapter 39.34 Revised Code of Washington, 2325 Hopkins Court, Pullman, Washington, 99163 (hereinafter referred to as “WHITCOM”).

W I T N E S S E T H:

WHEREAS, in 2004, CITY and WHITCOM entered into an agreement for E911 services and complete dispatch services; and

WHEREAS, in 2006, CITY and WHITCOM entered into an agreement replacing the 2004 Agreement to continue to provide services through December 31, 2009; and

WHEREAS, in 2009, CITY and WHITCOM entered into an agreement replacing the 2006 Agreement to continue to provide services through December 31, 2015; and

WHEREAS, in 2015, CITY and WHITCOM entered into an agreement replacing the 2009 Agreement to continue to provide services through December 31, 2020; and

WHEREAS, in 2020, CITY and WHITCOM entered into an agreement replacing the 2015 Agreement to continue to provide services through December 31, 2022; and

WHEREAS, in 2023, CITY and WHITCOM entered into an agreement replacing the 2020 Agreement to continue to provide services through December 31, 2023; and

WHEREAS, CITY has determined that the best and most efficient use of its current resources is to continue to contract with WHITCOM for WHITCOM’s provision of E911 services and complete dispatch services; and

WHEREAS, WHITCOM has agreed to continue to provide such services to CITY as are stated herein; and

WHEREAS, WHITCOM has agreed to provide a certain minimum level of service for an amount certain throughout the term of this Agreement; and

WHEREAS, CITY and WHITCOM believe that it is in their mutual best interest to establish a working relationship for the term of this Agreement; and

WHEREAS, it is desired of City Council to enter into this Agreement with WHITCOM; and

WHEREAS, it is the desire of WHITCOM entities to enter into this Agreement;

NOW THEREFORE, Parties agree as follows:

SECTION 1. Intent and Term

This Agreement memorializes the Parties' intent that CITY will continue to utilize WHITCOM's E911 services and complete dispatching services through December 31, 2024 in conformance with the terms of this Agreement.

It is specifically the intention of both Parties not to create an interlocal cooperation agreement or a joint powers agreement with this current Agreement at this time.

SECTION 2. Description of Services to be Provided

WHITCOM agrees to provide E911 services and complete public safety dispatching services through the term of this Agreement. Dispatching services provided by WHITCOM shall include the following:

- A. The answering of business and 911 telephone lines for fire, police and emergency medical services requests;
- B. Emergency and routine radio communications with police, fire and EMS emergency providers;
- C. Communications between providers and other resources relating to their function;
- D. After-hour emergency public works requests; and
- E. Limited technical training, trouble shooting, and support to CITY Information System (IS) personnel as it applies to devices accessing WHITCOM applications and services.

For the purpose of performing the above-mentioned functions, WHITCOM shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies to maintain the level of E911 services and complete dispatch services equal to services provided to other WHITCOM parties.

If WHITCOM Information Technology (IT) personnel provide assistance to CITY Information Services (IS), CITY IS must be prepared and ready for upgrades. Any unforeseen or out of the ordinary costs will be negotiated, in good faith.

SECTION 3. Responsibility

WHITCOM shall have full responsibility for the provision of E911 services and complete dispatch services as described hereinabove. In addition, the WHITCOM Executive Board shall be responsible for administration and oversight of dispatch services, hiring an Executive Director,

setting standards of performance and training and disciplining employees, as well as any other matters incident to the control of personnel and performance of services under this Agreement. CITY shall have one voting member position on the WHITCOM Executive Board.

SECTION 4. Consideration

It is agreed that CITY's compensation to Whitcom for services (user fees) shall be based upon twenty-one and a quarter percent (21.25%) of the annual WHITCOM E911 budget as adopted by the Whitcom Executive Board. This agreed upon percentage includes credit for all in-kind services provided by each agency in support of Whitcom E911 operations.

During the term of this Agreement, utilizing the above percentage calculation, CITY shall compensate Whitcom for services provided as follows:

For the period of January 1, 2024 through December 31, 2024, CITY shall pay to WHITCOM the total amount of Seven Hundred Seventy-Six Thousand, Eight Hundred Seventy-Four dollars (\$776,874).

CITY shall make such payments in four quarterly installments and shall remit payment to WHITCOM no later than thirty (30) days from receipt of invoice.

User fees will be established by dividing the total WHITCOM E911 budget by the agreed upon percentage minus all pass-through money credited to each agency. Unanticipated revenue will be credited to WHITCOM entities at the same percentage as their user fees unless the revenue is specifically tied to one of the entities such as a grant. In the event an entity receives a grant, the entire grant amount will be credited to the entity that obtained the grant.

If this Agreement is terminated prior to the expiration of the term of this Agreement pursuant to Section 22, payment shall be pro-rated by written agreement between the Parties.

There shall be no additional compensation for activities, events or occurrences except by written amendment to this Agreement.

SECTION 5. Expenditures of Funds Under this Agreement

WHITCOM agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only.

SECTION 6. Equipment

CITY and WHITCOM agree that WHITCOM shall operate on CITY's radio frequencies in order to enhance level of services to CITY and in order to provide an increased level of safety for employees of both Parties. WHITCOM agrees to pay for recurring telephone line and database charges. WHITCOM agrees to furnish such items without costs additional to that set out in Section 4 hereinabove.

CITY agrees to furnish and to pay for installation of equipment necessary to communicate with its police facilities, fire stations, Public Works departments, and citizens requesting assistance; and

any costs incurred as a result of expanding WHITCOM's telephone system to accommodate increased CITY call volume. This includes the Spillman State Link and Spillman connectivity consistent with the purposes of this Agreement.

SECTION 7. Insurance

Each Party warrants that it shall obtain, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The amounts of such insurance shall not be deemed a limitation of the indemnity and hold free and harmless covenant contained in Section 8 herein.

WHITCOM shall furnish CITY with policies or certificates of insurance to demonstrate WHITCOM has procured such insurance and that CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

"It is agreed that City of Moscow is added as an additional insured under this Policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City of Moscow under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations, or reduction in coverage of such insurance.

SECTION 8. Limitation of Liability

CITY hereby covenants and agrees to hold and save WHITCOM (including its political entities) and all of its officers, agents, and employees harmless from all claims whatsoever that may arise against WHITCOM (including its political entities), its officers, agents, or employees and, in the case of WSU, its Regents, as a result of the performance of duties performed by CITY under the terms of this Agreement. By so doing, CITY, its officers, agents, and employees shall not be deemed to have assumed any liability for the independent acts of WHITCOM or of any officer, agent, or employee thereof, and WHITCOM hereby covenants and agrees to hold and save CITY, all of its officers, agents, and employees harmless from all claims whatsoever that may arise against CITY, its officers, agents, or employees, by reason of any independent act of WHITCOM, its officers, agents, and employees.

SECTION 9. Information

CITY shall provide WHITCOM with:

- A. an updated map of City with addresses;
- B. a twenty-four (24) hour emergency telephone number list for on-call CITY personnel;
- C. a list of fire hydrant locations; and

- D. emergency contact information on essential CITY employees including volunteer fire personnel, and any other pertinent information deemed necessary to effectively perform dispatching duties. Whenever CITY is made aware of additional information or a change in current information, CITY shall reduce this information to writing and deliver it by hand delivery, inter-agency mail, regular mail, or any other reasonable means of delivery to WHITCOM within a reasonable amount of time after CITY has been made aware of such change.

Although CITY does not maintain a list of apartment and business emergency contact numbers, or building or development site information, CITY, upon request from WHITCOM, will assist WHITCOM in obtaining such information.

SECTION 10. Use of Idaho Law Enforcement Telecommunications System (ILETS)

CITY shall be responsible for maintaining the ILETS System for use by WHITCOM in providing services contemplated by this Agreement including, but not limited to, any payments, licenses, permissions, protocol and the like.

SECTION 11. Records

Records generated and/or related to services provided by WHITCOM to CITY under this Agreement shall comply with relevant requirements of the Revised Washington Code and the Idaho Code, respectively. WHITCOM and CITY shall retain such records in accordance with the Revised Washington Code and the Idaho Code, respectively and shall produce such records pursuant to requests for records in accordance with the Revised Washington Code and the Idaho Code, respectively in addition to any Court Orders related to records generated by WHITCOM for CITY. WHITCOM and CITY shall make records (except for those protected by privilege or otherwise under applicable law or Court Orders) available to the other upon reasonable notice during business hours.

CITY shall have unlimited, around-the-clock (twenty-four (24) hours) access to its ILETS System records at all times during the term of this Agreement.

SECTION 12. No Waiver of E911 Service Area Jurisdiction

It is specifically the intention of CITY and WHITCOM that CITY retains all rights, privileges, authority, jurisdiction and entitlement to CITY's established E911 service area, as defined in Idaho Code. In addition, nothing in this Agreement shall be construed by either Party or by others to in any way alter CITY's 1990 decision in Ordinance No. 90-16 to provide E911 services and dispatch services to citizens of Moscow, Idaho pursuant to Idaho Code Title 31, Chapter 48.

SECTION 13. Non-Appropriation Clause

In recognizing that each Party to this Agreement can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason for release from this Agreement provided:

- A. Thirty (30) days' written notice is given to the other Party; and

- B. No other funds are appropriated for the same fiscal period that would provide essentially the same or similar service as outlined in this Agreement.

SECTION 14. Compliance with Laws

- A. WHITCOM agrees that it shall conduct its operations pursuant to this Agreement in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction. WHITCOM shall undertake a continuing program of monitoring to ensure compliance with all applicable Federal, State, County and municipal laws and regulations as well as directions of the WHITCOM board to ensure safe and efficient operations and to administer funds paid to WHITCOM by CITY in accordance with this Agreement. WHITCOM further agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only in a manner consistent with Idaho Code Title 31, Chapter 48.
- B. *Anti-Boycott Against Israel Act.* WHITCOM certifies it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
- C. *Ownership or Operation by China.* Pursuant to Idaho Code § 67-2359, WHITCOM certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
- D. *No Public Funds for Abortion Act.* Pursuant to Idaho Code Title 18 Chapter 87, WHITCOM certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion-related activity.

SECTION 15. Non-Discrimination

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

SECTION 16. Independent Contractor

The Parties warrant by their signature that no employer-employee relationship is established between WHITCOM and CITY by the terms of this Agreement. It is understood by the Parties

hereto that WHITCOM is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 17. Venue and Legal Fees

This Agreement shall be construed as having been made and delivered within the State of Washington, and it shall be mutually understood and agreed by each Party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

As a further condition of this Agreement, the Parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party. The Parties expressly agree that any uncertainty or ambiguity existing therein shall not be construed against either Party.

SECTION 18. Rights Not Assignable

Parties shall not assign any rights or duties under this Agreement to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

SECTION 19. Severability

In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions, or parts thereof, shall remain in full force and effect, being in no way affected, impaired or invalidated. The remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

SECTION 20. Complete Agreement

This Agreement constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

SECTION 21. Amendments

The terms of this Agreement may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within forty-five (45) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both Parties.

SECTION 22. Notice

Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addressed to the Parties as follows:

CITY

City Clerk
City of Moscow
P O Box 9203
Moscow, ID 83843

WHITCOM

WHITCOM Director
WHITCOM 911
2325 Hopkins Court
Pullman, WA 99163

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals as of the date and year hereinbelow written.

WHITCOM

This _____ day of _____, 2023

Whitcom Board Chair

Whitcom Vice Chair

CITY OF MOSCOW, IDAHO

This _____ day of _____, 2023

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 18, 2023



AGENDA ITEM TITLE

Startouch Wireless Communications Facility Lease Agreement - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Startouch Microwave Communications is requesting to install two (2) microwave antennas and associated cables on the City Rotary Park Water Tower. The proposed use of the equipment is to provide communication services to T-Mobile, which operates a cellular communications site at the location. Staff has prepared a wireless communications lease agreement to allow the installation of the two antennas in exchange for a lease fee of \$3,600 per year which will increase by 3% annually. The agreement is being presented to the Council for the Council's review and approval. This was reviewed by the Public Works/Finance Committee on December 11th and recommended for approval.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

ACTION: Approve the wireless communications facility lease agreement.

STAFF RECOMMENDATION

Approve the wireless communications facility lease agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Startouch Lease _Final with attachment

WIRELESS COMMUNICATIONS FACILITY
LEASE AGREEMENT BETWEEN
CITY OF MOSCOW, IDAHO AND STARTOUCH INC.

THIS WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT (hereinafter “Agreement”) is effective the date of the last signature on this Agreement (the “Effective Date”) 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 Startouch Inc., a Corporation of the State of Washington, 454 West Stuart Road, Bellingham, Washington, 98226 (hereinafter “STARTOUCH”).

In consideration of the mutual covenants contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, CITY and STARTOUCH agree as follows:

- A. Property: CITY is the owner of the real property known as Jim Lyle Rotary Park located at 1026 East F Street, Moscow, Idaho, as further described on Exhibit “A” (hereinafter “Property”).
- B. Permitted Use. In exchange for the Lease Fee as described herein, along with any associated permit fees and plan review fees required by CITY, STARTOUCH is hereby granted the right to construct, operate, maintain, repair and remove a wireless communication facility (WCF) on the Property described in Section A herein and as shown upon the approved construction drawings shown on Exhibit “B” (hereinafter “WCF Equipment”). The WCF Equipment will contain the following components:
 - 1. Ground-mounted equipment. No separate ground equipment area is granted under this Agreement. It is understood that STARTOUCH’s antenna facilities will connect to ground equipment located within T-Mobile’s ground-mounted equipment area leased by T-Mobile under a separate lease agreement with CITY.
 - 2. Antenna Facilities. Two (2), twelve-inch (12”) diameter microwave dish antennas and associated CAT 5E, fiber optic and power cable connections to and between the antennas and the ground-mounted equipment as shown on Exhibit “B”. All antennas, cables and connections shall only be mounted in a manner approved by CITY and shall not interfere with the water tower cat-walk or access ladder or any other WCF’s on the Property. All installation work shall be completed by a contractor approved by CITY. The WCF Equipment shall remain the exclusive property of STARTOUCH and shall not be considered fixtures of CITY property. STARTOUCH shall have the right to install the WCF Equipment at any time during the Initial Term during a time approved by CITY, and during such Term, CITY shall reserve space and load capacity to accommodate the WCF Equipment.
 - 3. Underground power lines and components. Underground conduit and utility connections necessary to provide service to the WCF and provide connection to the

Antenna Facilities and other equipment mounted upon the water tower as shown on Exhibit “B”.

- C. Lease Term. The Initial Term of this Agreement shall be five (5) years commencing upon the Effective Date of this Agreement and ending on the day immediately preceding the fifth (5th) anniversary of the Effective Date. This Agreement shall automatically renew for five (5) additional five (5) year renewal term periods upon the same terms and conditions contained herein unless modified in writing by both Parties. The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the “Term.”
- D. Lease Fees.
1. Upon the Effective Date, STARTOUCH shall pay CITY lease payments in the amount of Three Hundred Dollars (\$300.00) per month (hereinafter “Lease Fee”). Upon each anniversary of the Effective Date, the Lease Fee shall be increased annually by an amount equal to three percent (3%) of the Lease Fee for the immediately preceding year. STARTOUCH shall deliver the Lease Fee to CITY at the address specified in Section R herein, or by electronic payment upon prior approval by CITY. The first Lease Fee payment shall be due within 30 days of the Effective Date. Subsequent Lease Fee payments shall be payable by the first (1st) day of each month thereafter.
 2. Recovery of Costs. STARTOUCH shall reimburse CITY for any and all reasonable costs CITY incurs in responding to any emergency caused by STARTOUCH’s equipment and uses on the Property. STARTOUCH, shall reimburse CITY for its proportionate share for all expenses and costs, including CITY personnel salary and benefits, incurred by CITY in planning, constructing, installing, repairing or altering any CITY facility which becomes reasonably necessary as the result of the presence of STARTOUCH’s equipment and uses permitted by this Agreement.
 3. STARTOUCH shall pay all costs involved in the construction, operation, maintenance, repair, and removal of STARTOUCH’s WCF Equipment and uses permitted under this Agreement. STARTOUCH shall have a representative inspector on-site during the installation process, including when work is being done by any contractor or subcontractor.
 4. Any charges payable under this Agreement, other than Lease Fees and permit and plan review fees, shall be billed by CITY to STARTOUCH within twelve (12) months from the date the charges were incurred or due; otherwise, the charges shall be deemed time-barred and forever waived and released by CITY.
- E. CITY Cooperation. During the Initial Term, CITY shall reasonably cooperate with STARTOUCH’s due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, and permitting related to the rights and uses granted under this Agreement. CITY’s cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, CITY shall not take any actions which are in conflict with or interfere with STARTOUCH’s Governmental Approvals.

F. Construction.

1. Integrity of Water Tower. STARTOUCH shall not place any equipment or make any modifications or proceed with any construction on the Property and CITY's water tower located thereon which would in any way compromise the integrity of CITY's water tower or CITY's water system. Prior to construction, modification, or placement of any associated component, STARTOUCH will submit plans and specifications for the proposed work for review and approval by CITY. CITY has the sole discretion to determine whether the integrity of CITY's water tower or water system may be compromised by the proposed work. STARTOUCH shall not proceed with any proposed work without written authorization by CITY.
2. WCF Equipment. STARTOUCH agrees that all of the WCF Equipment to be installed upon the Property, and the location thereof (hereinafter "Site"), will be in accordance with that specified within Exhibit "B". Any deviation from the approved plans shall result in STARTOUCH being in default with respect to this Agreement. STARTOUCH may replace its existing WCF Equipment at any time with identical or substantially identical (in dimension, weight, as well as specification) equipment. CITY shall have the right to require STARTOUCH to relocate its WCF Equipment on the Tower to a different location on the Tower as long as the WCF Equipment move does not interfere with STARTOUCH's signal transmission. CITY will give STARTOUCH ninety (90) days' notice of CITY requiring any WCF Equipment relocation in a non-emergency situation. In an emergency situation, if STARTOUCH fails to make reasonable efforts to relocate its WCF Equipment as requested in a timeframe provided by CITY, CITY shall have the right to remove STARTOUCH's WCF Equipment if necessary to resolve the emergency.
3. Pre-Construction Procedures. Prior to installing any WCF Equipment or making any modifications, enhancements or changes thereto (other than replacements of identical items at the same location) (collectively, the "Work"), the following procedures shall be adhered to:
 - a. STARTOUCH shall submit to CITY detailed plans and specifications (the "Plans"), accurately describing all aspects of the proposed Work to be performed, including weight and wind load requirements and power supply modifications, enhancements or requirements, and evidence that STARTOUCH has obtained all approvals, permits and consents required by, and has otherwise complied with, all Federal, State and Local laws, rules, regulations, safety and other codes and ordinances ("Legal Requirements") applicable to the performance of the Work.
 - b. STARTOUCH shall not commence any of the Work until CITY notifies STARTOUCH of its written approval of the Plans, which approval, with respect to STARTOUCH's initial installation, will not be unreasonably withheld as long as the Plans conform to the requirements of this Agreement.
 - c. To the extent required by local authorities, STARTOUCH will obtain, at STARTOUCH's cost and expense, all required local governmental or quasi-governmental approvals and permits for construction and operation of the WCF

Equipment. STARTOUCH shall provide CITY with copies of such approvals and permits immediately upon receipt.

- d. STARTOUCH shall be solely responsible for inspecting the ladder system on CITY's water tower for safety before allowing its employees or contractors to use the ladder system. CITY DOES NOT MAKE AND WILL NOT MAKE ANY REPRESENTATION WHATSOEVER AS TO THE SAFETY CONDITION OF THE LADDER SYSTEM ON CITY'S WATER TOWER FOR THE PURPOSE OF THE USE INTENDED BY STARTOUCH OR ANYONE ACTING FOR OR ON BEHALF OF STARTOUCH.
 - e. In engaging anyone to perform any portion of the Work and to the extent permitted by law, STARTOUCH shall obtain and record a written waiver from any contractor, subcontractor, laborer or materialman of all rights under State material and mechanic lien laws or other laws to impose a lien on the Property or on any of CITY's property, and provide a copy of such written waiver to CITY. In addition, STARTOUCH shall provide CITY with worker's compensation and general liability insurance certificates, including CITY as an additional insured on its commercial general liability insurance, and otherwise satisfying the coverage requirements described herein and covering its performance of the Work. STARTOUCH shall require its contractors to carry the required insurance also. STARTOUCH shall be solely responsible and liable to CITY for STARTOUCH's failure to obtain or deliver to CITY the required insurance certificates from STARTOUCH's approved contractor.
4. Performance of Work. Upon completion of the procedures set forth in subsection F.3 above, STARTOUCH shall provide CITY with prior notice of the date upon which STARTOUCH shall commence the installation of STARTOUCH's WCF Equipment. The following shall apply to performance of the Work:
- a. STARTOUCH shall perform, or cause to be performed, all of the Work in compliance with the Plans approved by CITY and with all Legal Requirements. STARTOUCH shall ensure that the Work does not interfere with communications systems, equipment and operations of other pre-existing licensees or users on the Property.
 - b. All Work shall be performed by qualified contractors (including steeplejacks or other tower climbers), subject to the approval of CITY. Notwithstanding the foregoing, CITY reserves the right, in its sole discretion, to refuse to permit any person or company to climb any water tower or other structure owned or leased by CITY.
 - c. In no event shall STARTOUCH install or cause to be installed any additional utilities without the prior consent of CITY.
 - d. Under-grounding of electrical service to serve the WCF Equipment permitted under this Agreement is required by this Agreement on the property described above in Section A and in the public right-of-way serving the entrance to said

property. All costs of obtaining electrical service to STARTOUCH's WCF Equipment and the under-grounding thereof, as herein required, shall be the sole obligation of STARTOUCH and not CITY. The location of the electrical service meter shall be approved by CITY.

5. After Completion of Work.

- a. Upon the completion of STARTOUCH's installation of its WCF Equipment, but in no event later than ten (10) business days following such completion, STARTOUCH shall provide CITY with as-built drawings of the WCF Equipment installed on the Property.
- b. STARTOUCH acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), STARTOUCH shall reduce operating power or cease operation of its WCF Equipment which is necessary to prevent the overexposure of workers on the water tower to RF radiation. CITY will notify STARTOUCH by phone at (877) 611-5868 (also for emergencies).
- c. STARTOUCH agrees to comply with the reasonable directions and requirements which CITY, in its discretion, may from time to time establish in connection with the Property and the operations of STARTOUCH on the Property, provided that such directions and requirements do not unreasonably interfere with STARTOUCH's lawful ordinary course of business or operations.

6. Inspection Rights. CITY reserves the right to perform a pre-installation and post-installation audit and review with STARTOUCH. STARTOUCH shall fully cooperate with any such reasonable request by CITY and shall respond to and address any reasonable concern of CITY as a result of such audit.

7. Costs. All Work shall be performed at STARTOUCH's sole cost and expense (including to any structural analysis or structural modifications and the installation of any of STARTOUCH's WCF Equipment, any modifications, enhancements or requirements with respect to the electrical power supply, and the preparation of the Plans and as-built drawings). CITY shall cooperate with STARTOUCH in STARTOUCH's efforts to obtain any permits or approvals that may be necessary to comply with the requirements of this Agreement; provided, however, CITY shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. CITY may, in its sole discretion and if available, make available to STARTOUCH in exchange for an administrative fee, information which it may periodically collect from all users of the water tower which may be useful to STARTOUCH in demonstrating RF compliance.

G. Interference. STARTOUCH shall not interfere with the radio frequency communications of CITY or any of CITY's existing tenants.

H. Utility Services.

1. STARTOUCH shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its WCF Equipment, subject to CITY's prior written approval which shall not be unreasonably withheld.
2. STARTOUCH shall be responsible for all utility charges for electricity, or any other utility service used by STARTOUCH on the Property. STARTOUCH shall install separate meters for STARTOUCH's utility usage.

I. Access. Access shall be subject to such reasonable security rules as CITY may from time to time impose on a non-discriminatory basis for all users of the Property. All access for installation of the WCF Equipment shall be done during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, with at least twenty-four (24) hours advance notice to CITY by calling (208) 882-3122. STARTOUCH may arrange to perform work outside of normal business hours by providing one (1) week notice and STARTOUCH will be required to pay for CITY staff time for all hours outside of normal business hours at the rate of the CITY staff's usual hourly pay rate, which may include overtime pay depending on the pay status of the CITY staff. In emergency situations, STARTOUCH may have access to make repairs to STARTOUCH's equipment after providing one (1) hour notice to CITY and STARTOUCH will be required to pay for CITY staff time for all hours outside of normal business hours at the rate of the CITY staff's usual hourly pay rate. In emergency situation access, STARTOUCH will be billed a minimum of two (2) hours of CITY staff time, which may include overtime pay depending on the pay status of the CITY staff. CITY does not guarantee such access when weather conditions, road conditions and other elements outside of CITY's control might affect STARTOUCH's access to and from the Property.

J. Maintenance, Operation and Ownership of Equipment by STARTOUCH. STARTOUCH shall, at its own expense, maintain the WCF Equipment on or attached to the Property in a safe condition and in good repair, in accordance with Legal Requirements, and in a manner suitable to CITY so as not to conflict with the use of the Property by CITY and others. All repair and maintenance of STARTOUCH's WCF Equipment shall be performed by qualified technicians, duly authorized to enter the Property as STARTOUCH's agents or employees. Without limiting the foregoing, STARTOUCH shall comply with all applicable requirements imposed by Part 17 of the FCC's rules and regulations and any other applicable Legal Requirement as soon as practicable after installation or approved modification of WCF Equipment. All transmitters operated by STARTOUCH upon the Property shall include the use of, for example, a single stage isolator or a single bandpass cavity, or such other devices which may reasonably prevent or deter the creation of harmful electrical interference. CITY may determine, from time to time and as is reasonable and necessary, other similar requirements for safe, interference-free operation of STARTOUCH's Equipment upon the Property and STARTOUCH shall comply with all such requests.

K. Maintenance of the Property.

1. This Agreement contemplates that both CITY and STARTOUCH will from time to time need to do maintenance on their respective property. It further contemplates that mutual reviews of plans for construction or maintenance will occur in order to coordinate and accommodate such work and maintenance. Consistent with this approach, STARTOUCH shall take any and all steps necessary to allow CITY to carry out ongoing required maintenance in an efficient and safe manner. For example, during painting of the water tower, this requirement could include covering possible extra costs for the contractor to deal with the antennas and cable on the water tower, or the temporary removal of all antennas and cables to allow such maintenance to occur at the discretion of the CITY and at STARTOUCH's sole cost. Any required work on CITY property such as protection, removal, or relocation to allow maintenance of STARTOUCH's WCF Equipment will be done only with the prior approval of CITY at no cost to CITY. The present essential and primary function of the Property, is the storage and conveyance of CITY potable water supplies. The approval of STARTOUCH's plans for the Property and associated components on this water tower property shall be based on currently adopted long-range planning. Even so, over time, the needs of CITY may change and thus other functions may be added or exchanged for the existing function to maintain essential services to the citizens of Moscow. However, in the event CITY requires either temporary or permanent relocation of STARTOUCH's WCF Equipment or any of its components, in order to maintain or carry out any or all of the essential CITY functions of the Property, including any decision to demolish or remove the water tower, STARTOUCH shall make such changes at STARTOUCH's sole expense. CITY will, to the extent practical in non-emergency situations, provide STARTOUCH with a written request for relocation changes at least one hundred eighty (180) calendar days in advance.
2. CITY's Rights and Obligations. CITY reserves to itself and its successors and assigns, the right to maintain the Property and to operate telecommunications facilities thereon in such manner as will best enable CITY to fulfill its own requirements, but in accord with the covenants contained herein. CITY shall not be liable to STARTOUCH for any interruption of STARTOUCH's service or for interference, including electrical interference and interference created by intermodulation, with the operation of STARTOUCH's WCF Equipment arising from use of the Property hereunder, except as such responsibility is specifically set forth herein. Under no circumstances shall CITY be liable for consequential damages to any party, including third parties, arising out of interruption of STARTOUCH's service.
3. STARTOUCH's Conduct. STARTOUCH shall cooperate fully in CITY's efforts to maintain the peaceful occupation and use of the Property, including STARTOUCH's agreement to cooperate in maintaining the cleanliness of the Property; in constructing its WCF Equipment in a safe, reasonably quiet, and non-disruptive manner; in assisting in maintaining the security of the Property by reasonably limiting the number of persons with access to the Property; and in directing its employees, agents, or invitees to treat all other users of the Property with civility and courtesy.

L. Ingress and Egress Rights.

1. CITY grants to STARTOUCH, a nonexclusive right for ingress and egress across CITY's Property described in Section A, subject to twenty-four (24) hour prior notice to CITY by calling (208) 882-3122 for scheduled or routine maintenance, construction, servicing, and repair. Such twenty-four (24) hours prior notice to CITY does not apply to emergencies. In case of an emergency, STARTOUCH shall notify CITY of entry as soon as practicable following STARTOUCH's first notice of such emergency.
2. STARTOUCH, upon written permission from CITY, may, at STARTOUCH's own cost, make such improvements as it may deem necessary in and to any access way controlled by CITY used for access to and egress from the WCF Equipment. STARTOUCH shall, at its own cost, repair to CITY standards any damage resulting from STARTOUCH'S use of the access to and egress from the WCF Equipment.
3. Should STARTOUCH require the assistance of CITY or the presence of CITY employees, agents, contractors, or subcontractors, in support of construction, maintenance, servicing, repair, and/or removal of its WCF Equipment, STARTOUCH shall compensate CITY for costs and services rendered by CITY.
4. CITY retains the right to enter into its Property and onto the subject water tower at any time without notice to STARTOUCH of CITY's intent to so enter. Nothing in this Agreement shall limit or be interpreted to limit the CITY's right to access to its own property or to appurtenances, attachments or fixtures thereto.
5. STARTOUCH shall, at all times other than during an emergency, require the presence of a CITY employee when performing any services which require STARTOUCH to be physically present on the subject water tower at the Property.

M. Termination.

1. STARTOUCH may terminate this Agreement upon thirty (30) days prior written notice to CITY, for any of the following reasons: (i) changes in local or State laws or regulations which adversely affect STARTOUCH's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of STARTOUCH; (iii) technical or economic reasons; or (iv) if STARTOUCH is unable to obtain any Governmental Approval required for the construction or operation of STARTOUCH's WCF Equipment. STARTOUCH shall be responsible for continuing Lease Fee payments until the WCF Equipment is removed and the repair is made to the water tower and surrounding area of any damage done due to STARTOUCH's WCF Equipment or the removal of STARTOUCH's WCF Equipment.
2. If STARTOUCH is unable, through no fault of its own, to obtain within one (1) year after the execution of this Agreement by both Parties, all necessary permits, authorizations, and government approvals to construct and operate the WCF Equipment, STARTOUCH may, by sending written notice directed as specified herein, terminate this Agreement. STARTOUCH will remove any property it has placed on the property, and restore the Property to its previous condition, whereupon the Parties shall be under no further obligation to each other. Failure to begin construction within

six (6) months of the Effective Date and to complete construction in a timely manner shall be a basis for termination of the Agreement by CITY, provided that such time limit shall not apply to delays caused by acts of God, strikes, or other occurrences over which STARTOUCH has no control.

N. Casualty and Condemnation. If the Property or Antenna Facilities are damaged or destroyed such that STARTOUCH is unable to operate the WCF Equipment, and CITY decides not to repair or reconstruct the Property, or if CITY is unable to make such repairs or reconstruct the Property, STARTOUCH shall have the right to terminate this Agreement by written notice, without further liability to either Party. If CITY elects to repair or reconstruct the Property within a reasonable period of time, this Agreement shall continue to bind the Parties, but the Lease Fee shall abate during the period commencing on the date of destruction and extending to the date of completion of the repairs or reconstruction. In the event that STARTOUCH terminates this Agreement under this section, CITY shall return to STARTOUCH all prepaid Lease Fees collected by CITY, if any, which represents that period commencing upon the date of destruction of the Property. Nothing contained herein shall be deemed a guarantee by CITY to repair or reconstruct the Property following destruction.

O. Default and Right to Cure.

1. Notice and Cure. Neither STARTOUCH nor CITY shall be deemed in default under this Agreement until the non-defaulting Party has given the other Party written notice of any default hereunder. If such default is capable of cure, the defaulting Party shall have ten (10) days with respect to monetary defaults, and thirty (30) days with respect to all other defaults, after receipt of such notice, within which to cure the default; provided, however, that where a non-monetary default cannot reasonably be cured in such thirty (30) day period and if the defaulting Party shall proceed promptly to cure the same within such thirty (30) day period and shall prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be deemed reasonably necessary to complete such curing, not to exceed sixty (60) days from receipt of notice.

2. Exceptions. Notwithstanding the provisions of subsection O.1.:

a. In the event of a STARTOUCH default in emergency circumstances (as shall be interpreted at CITY's sole discretion), then CITY shall have the right, but not the obligation, to take immediate action as CITY deems prudent in the circumstances, without giving of notice or waiting for any STARTOUCH cure period to elapse, and with CITY's costs so incurred to be paid by STARTOUCH.

b. The Parties shall deem STARTOUCH to be in default, without notice or cure period being provided to STARTOUCH (except as expressly provided below), if any of the following occurs: (i) STARTOUCH is declared bankrupt, files for bankruptcy protection, is adjudged insolvent or has a receiver appointed to manage STARTOUCH and/or its assets; (ii) STARTOUCH is found by a court of competent jurisdiction to have engaged in criminal activity in the operation of WCF Equipment; (iii) STARTOUCH causes any unbonded lien to be placed on

or against any real property, structures or appurtenances which are part of the Property and which is not satisfied and removed within thirty (30) days after notice to STARTOUCH of its placement; or (iv) following notification by another user of the Property, CITY's agents or employees, the FCC or any other governmental authority that operation of STARTOUCH's WCF Equipment is causing interference with, or injury or damage to, other persons or users or their operations or is being operated in violation of law, STARTOUCH fails to cure immediately such problems (by ceasing to operate or otherwise), or STARTOUCH fails to conclusively refute such allegations to the satisfaction of CITY, within forty eight (48) hours following notification of the allegations of the interference with, or injury or damage to, other persons or users or that STARTOUCH is operating its equipment in violation of law by telephone to (877) 611-5868.

P. CITY's Rights and Remedies.

Remedies. Upon the occurrence of a default, the giving of notice, if required, and the expiration of any applicable cure period without STARTOUCH effecting a cure, CITY shall, in addition to all other remedies available at law or equity, have the following rights and remedies, all of which shall be cumulative and may be exercised singly or in any combination, except as expressly provided herein to the contrary:

1. CITY shall have the right to accelerate all charges due to CITY from STARTOUCH for the remainder of the then current term of this Agreement and STARTOUCH shall pay the same upon demand.
2. CITY shall have the right, but not the obligation, to cure any uncured default by STARTOUCH, with CITY's costs so incurred to be paid by STARTOUCH.
3. CITY may immediately terminate this Agreement.

Q. Insurance and Subrogation and Indemnification.

1. Indemnities. STARTOUCH shall indemnify CITY against any and all claims and demands for damages to Property and injury or death to persons, arising out of or caused by the installation, maintenance, presence, use or removal of the WCF Equipment on the Property, except to the extent that such damage or injury shall be due to the sole negligence of CITY, its employees, agents, or invitees.
2. Insurance. STARTOUCH shall obtain and maintain commercial general liability insurance in an amount equal to one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate during the term of this Agreement and any renewal period, covering STARTOUCH's use of the Property. Such insurance policy shall include CITY and STARTOUCH as additionally insured persons. STARTOUCH shall also carry worker's compensation insurance and automobile insurance as required by law. STARTOUCH shall be responsible for maintaining any insurance covering STARTOUCH's own property located on the Property; the lives and health of their

respective agents, employees and invitees; damage or injury to another person or another person's property caused by the acts or omissions of STARTOUCH's own agents, employees, or invitees; and any other business or liability insurance which STARTOUCH may deem necessary to STARTOUCH's interests.

3. Waiver of Subrogation. STARTOUCH hereby waives and releases any and all rights of recovery, claim, action, or causes of action, against CITY, its agents, officers or employees, for any property loss or damage by reason of fire, the elements, or any other cause which could be insured against under the terms of standard property, liability, fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other Party hereto, its agents, officers or employees, and each Party covenants that no insurer shall hold any right of subrogation against CITY.
 4. Hold Harmless. STARTOUCH hereby agrees to defend, hold harmless, and indemnify CITY, CITY's officers, employees, agents, engineers, and representatives from all suits, actions, or claims of any kind, including, but not limited to, those brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of STARTOUCH, STARTOUCH's employees, agents, representatives or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of STARTOUCH, STARTOUCH's employees, agents, representatives or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under applicable Workmen's Compensation laws, or any other law, ordinance, order or decree.
 5. STARTOUCH shall not be responsible or liable to CITY or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent STARTOUCH is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Property, however, STARTOUCH shall have the right, but not the obligation, to cure such Pre-Existing Violations.
- R. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested, or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. CITY or STARTOUCH may from time to time designate any other address for this purpose by providing written notice to the other Party.

STARTOUCH:

STARTOUCH Inc.
454 W. Stuart Road
Bellevue, WA 98226

CITY: City Clerk

City of Moscow, Idaho
P O Box 9203
Moscow, ID 83843

Per the W-9 form, Lease Fee is to be paid to:

City of Moscow, Idaho
P O Box 9203
Moscow, ID 83843

- S. Quiet Enjoyment, Title and Authority. CITY covenants and warrants that: (i) CITY has full right, power and authority to execute and perform this Agreement and to grant STARTOUCH the leasehold interest under this Agreement; (ii) CITY has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with STARTOUCH's Permitted Uses and any rights under this Agreement; (iii) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on CITY; (iv) STARTOUCH's use and quiet enjoyment of the Property will not be disturbed; and (v) CITY will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws.
- T. Adherence to Laws.
1. Representations and Warranties. STARTOUCH represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws and regulations. CITY represents, warrants and agrees that it has in the past, and will in the future, conduct its activities on the Property in compliance with all applicable environmental laws and regulations and that, to CITY's knowledge, the Property is free of hazardous substances as of the date of this Agreement.
 2. Indemnities. STARTOUCH agrees to defend, indemnify and hold harmless CITY from and against any and all claims, causes of action, demands, and liability including damages, costs, expenses, assessments, penalties, fines, losses, judgements and attorney's fees that CITY may suffer due to the existence or discovery of any hazardous substance on the Property or the migration of any hazardous substance to other properties or release into the environment, that relate to or arise from STARTOUCH's activities on the Property. The indemnifications in this section specifically include costs incurred in connection with any investigation of Property conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.
 3. RF Emissions; Cooperation. Regardless of fault, STARTOUCH agrees to cooperate with CITY and other users of the Property to resolve any violations of RF emission standards created by the operation, collocation, and use of the Property by STARTOUCH and all other users, which standards are promulgated by the FCC, including, if necessary, the provision of shielding devices or hardware or other such remedies which are reasonably required to assure compliance with all such regulations. CITY agrees to cooperate with STARTOUCH to assist in assuring compliance with all FCC promulgated RF exposure limitations, including providing to STARTOUCH upon request all relevant information which CITY has in its possession and is permitted to disclose regarding the equipment employed by collocated systems operating upon the Property.
 4. Notice. STARTOUCH warrants that they shall provide immediate notification to CITY of any investigation or lawsuit commenced by any agency, governmental body,

person, or forum regarding any alleged violation of any environmental protection law or regulation or related to any investigation or lawsuit commenced as a result of STARTOUCH's equipment located on CITY Property. STARTOUCH's failure to provide or providing of such notification will not, however, be deemed a waiver of STARTOUCH's obligation to provide indemnification required hereunder.

5. Adherence to Laws. All applicable Federal, State and local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by STARTOUCH shall be deemed material and shall subject STARTOUCH to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of STARTOUCH will in any way serve to modify the provisions of this requirement.
 6. Anti-Boycott Against Israel Act. STARTOUCH certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
 7. Ownership or Operations by China. Pursuant to Idaho Code § 67-2359, STARTOUCH certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
 8. Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, STARTOUCH certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activities.
- U. Assignment. STARTOUCH shall not assign this Agreement without the prior written consent of CITY, except CITY will not unreasonably withhold consent to such assignment to (i) any purchaser of STARTOUCH or (ii) STARTOUCH's parent corporation or an affiliate of STARTOUCH, as long as such assignee is also the successor to STARTOUCH's FCC license to operate STARTOUCH's WCF Equipment and agrees in writing to be bound by all terms and conditions contained herein. Any assignment not in strict conformance with the foregoing shall be deemed void. STARTOUCH shall promptly provide CITY with written notice of any permitted assignment and written confirmation from any assignee that such assignee agrees to be bound to the terms and conditions of this Agreement.
- V. Relocation. CITY must provide STARTOUCH at least three (3) months written notice of any repairs, maintenance or other work (the "Work") during the Term of the Agreement, which would require the temporary relocation of the Antenna Facilities. CITY agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities.

W. Marking and Lighting Requirements. If any water tower or other support structure for STARTOUCH's Antenna Facilities is owned by CITY, CITY acknowledges that CITY shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC.

X. Miscellaneous.

1. The prevailing Party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing Party for reasonable attorneys' fees and expenses.
2. This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.
3. Jurisdiction and Venue. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
4. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to give terms their plain meaning or the specific statutory meaning that applies.
5. Each Party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.
6. If either Party is represented by any broker or any other leasing agent, such Party is responsible for all commission fee or other payment to such agent.
7. This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.
8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and fully binding on the signatory in all respects, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.
9. Warranty of Signatories. The persons signing below warrant under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct and that they possess all actual and apparent authority to bind legally the Party which they claim to represent, for all purposes related to performance in accord with the terms contained herein. The signing persons agree that they possess all authority, both actual and

implied, to cause the Party they represent to enter into and perform under this Agreement for all purposes.

10. This Agreement shall not become effective or binding until approved by all Parties.

IN WITNESS WHEREOF, STARTOUCH and CITY have caused this Agreement to be executed on the day and year written below.

STARTOUCH LLC

CITY OF MOSCOW, IDAHO

By: _____

By: _____
Arthur D. Bettge, Mayor

Date: _____

Date: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

**EXHIBIT “A”
Legal Description**

Property address of 1026 East F Street, Moscow, Idaho 83843. Assessor’s tax parcel number of RP M00000081200.

The Property is legally described as follows:

A parcel of land located in the NE ¼ of Section 8, Township 39 North, Range 5 West of the Boise Meridian, more particularly described as follows:

Commencing at a point 1080 feet north and 715.7 feet east of the southwest corner of the northeast quarter of section 8, township 39 north, range 5 west of the Boise, Meridian; thence running east 624.9 feet; thence north 330 feet; thence west 624.9 feet; thence south 330 feet to the place of beginning;

Excepting therefrom a parcel of land commencing at a point 1080 feet north and 715.7 feet east of the southwest corner of the northeast quarter of section 8, township 39 north, range 5 west, Boise Meridian; thence running east 300 feet; thence north 255 feet; thence west 300 feet; thence south 255 feet to the place of beginning;

Also excepting therefrom all that portion of the subject property described above which lies within Vandal Drive as disclosed on the recorded plat of tower addition to the City of Moscow, recorded December 12, 1969 as Instrument No. 247613, records of Latah County, Idaho.

EXHIBIT “B”

STARTOUCH’s Property and Location of STARTOUCH’s WCF Equipment as shown in the immediately following attachment(s).

DRAFT

T-Mobile (SP09135C)

Service Address: 1026 East F Street
Moscow, ID 83843
Latitude: 46.74093°
Longitude: -116.987°
Antenna Azimuth = °

T-Mobile - East Moscow-Rotary WT

Jim Lyle WT Communication Facility CF57417

Site Number: SP09135C

City of Moscow: Jim Lyle Watertower

Plans Prepared By:



454 WEST STUART ROAD
BELLINGHAM, WA 98226
PHONE 360.543.5679

WWW.STARTOUCH.COM

GENERAL MAP LOCATION



CLOSE VICINITY MAP



ZONING INFORMATION

Site Number: SP09135C

Site Name: East Moscow-Rotary WT

Site Address: 1026 East F Street
Moscow, ID 83843

Parcel Number: RPM00000081200

Jurisdiction: City of Moscow

LEGAL DESCRIPTION

Legal: SITUATE IN THE COUNTY OF LATAH, STATE OF IDAHO, TO-WIT: A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1080 FEET NORTH AND 715.7 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN; THENCE RUNNING EAST 624.9 FEET; THENCE NORTH 330 FEET; THENCE WEST 624.9 FEET; THENCE SOUTH 330 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM A PARCEL OF LAND COMMENCING AT A POINT 1080 FEET NORTH AND 715.7 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN; THENCE RUNNING EAST 300 FEET; THENCE NORTH 255 FEET; THENCE WEST 300 FEET; THENCE SOUTH 255 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SUBJECT PROPERTY DESCRIBED ABOVE WHICH LIES WITHIN VANDAL DRIVE AS DISCLOSED ON THE RECORDED PLAT OF TOWER ADDITION TO THE CITY OF MOSCOW, RECORDED DEC 12, 1969 AS INSTRUMENT NO. 247613, RECORDS OF LATAH COUNTY, IDAHO.

DRIVING DIRECTIONS & ACCESS INFORMATION

From the Airway Heights shop
Take S Hayford Rd to US-2 E
Take US-195 S to WA-271 S in Whitman County. Take the WA-271 S exit from US-195 S
Continue on WA-271 S. Take WA-27 S to US-95 S/Hwy 95 in Viola
Turn right onto US-95 S/Hwy 95
Continue on Rodeo Dr. Take Public Ave to N Garfield St

PROJECT TEAM

Property Owner: City of Moscow

Sr Mgr Network Ops StarTouch
Kelly Ross 360-319-8255
kelly.ross@startouch.com

Construction Regional Manager StarTouch

Steve Robbins 360-927-0060
steve.robbins@startouch.com

Site Acquisition Manager StarTouch

Margarita Advincula 360-543-5679 x 101
margarita@startouch.com

Network Infrastructure Engineer StarTouch
Jeff Roper 360-543-5679 x 119
jeff.roper@startouch.com

RF Engineer StarTouch
Richard Esquibel 360-543-5679 x 778
richie@startouch.com

Sr Network Engineer StarTouch
Jerry Bacon 360-543-5679 x 111
jerryb@startouch.com

PROJECT DESCRIPTION

StarTouch will be coordinating the installation of new fiber optic transport to the existing T-mobile telecom cabinet at the base of the tower.

StarTouch will be install two small RF antennas on each side of the tower to the existing railings with pipe mounts to service a local customer in the city of Moscow.

Cabling from the radios will be ran along the existing cable path that other carrier cabling follows. This cabling and pathway is utilized by the customer who we are servicing, and has granted us permission for it's use.

SCOPE OF WORK

Coordinate installation of new Zipy 10g Fiber circuit from Spokane Terminal to Water Tower (detailed in Rotary WT project)

Install StarTouch ASR920 NID in T-mobile cabinet

Install links to West Twin and Moscow Residential

PACKAGE INDEX

T-1 Title Sheet
G-1 General Notes & Change Requests
A-1 Analysis 1 Field Draft
A-2 Analysis 2 High Level Site Plan/ Possibly As-Built
A-3 Analysis 3 Antenna Placement w/ Elevation
A-4 Analysis 4 Support Cabinet/ Rack Space
A-5 Analysis 5 Technical Datasheet
E-1 Electrical Plan i.e. Site Plan
E-2 Electrical Grounding Plan
E-3 Electrical Grounding Details
C-1 SCoP Documentation: Electrical Feed & Grounding
C-2 SCoP Documentation: Antenna Placement
C-3 SCoP Documentation: Groundwork

DRAWING TITLE

TITLE SHEET

DRAWING NUMBER

T-1

GENERAL NOTES (USUALLY STANDARDIZED)
1. THIS DOCUMENT COLLECTION IS INTENDED TO BE USED FOR DIAGRAMMITCAL PURPOSES ONLY.
2. THE WRITTEN DIMENSIONS AND SOW TAKE PRECEDENCE.
3. ALL WORK PERFORMED ON THE PROJECT SHALL BE IN ACCORDANCE WITH APPLICABLE REGULATIONS, CODES AND ORDINANCES.
4. THE CUSTOMER PREMISES WILL BE LEFT IN A CLEAN CONDITION WHICH WILL BE FREE OR CONSTRUCTION MATERIALS AND DEBRIS.
5.
6.
7.
8.
9.
10.

LONG LEAD TASKS

REVISION HISTORY/ CHANGE REQUEST			
NO.	DATE	DESCRIPTION	BY
1	10/18/2022	Design Packet Kick Off	Margarita Advincula
2	1/25/23	Updated tower and electrical pages	Josh Scheffer
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

ABBREVIATIONS & INDUSTRY JARGON		ABBREVIATIONS & INDUSTRY JARGON		ABBREVIATIONS & INDUSTRY JARGON		ABBREVIATIONS & INDUSTRY JARGON	
AC	AIR CONDITIONER	EQ	EQUAL	MTL	METAL	THK	THICK
AFF	ABOVE FINISHED FLOORING	EW	EACH WAY	NIC	NOT IN CONTRACT	T.O.	TOP OF
AFS	ABOVE FINISHED SLAB	EXP	EXPANSION	NOM	NOMINAL	TOS	TOP OF STEEL
ALUM	ALUMINUM	EXT	EXTERIOR	NTS	NOT TO SCALE	TOC	TOP OF CONCRETE
	ANCHOR BOLT	FIN	FINISH	OC	ON CENTER	TYP	TYPICAL
ARCH	ARCHITECTUAL	FIN FLR	FINISHED FLOOR	OD	OUTSIDE DIAMETER	UNO	UNLESS OTHERWISE NOTED
BTS	BASE TRANSCEIVER STATION	FLR	FLOOR	OH	OVERHEAD	VCT	VINYL COMPOSITE TILE
	BASE TRANSMISSION SYSTEM	FTG	FOOTING	OPNG	OPENING	VERT	VERTICAL
BLDG	BUILDING	GA	GAUGE	OPP	OPPOSITE	W/	WITH
BM	BEAM	GALV	GALVANIZED	(P)	PROPOSED	WWW	WELDED WIRE MESH
BOT	BOTTOM	GYP	GYPSUM	PR	PAIR		
BO	BOTTOM OF	GB	GYPSUM BOARD	PSI	POUNDS PER SQUARE INCH		
BOC	BOTTOM OF CONCRETE	HM	HOLLOW METAL	PSF	POUNDS PER SQAURE FOOT		
BOS	BOTTOM OF STEEL	HOR	HORIZONTAL	PT	PRESSURE TREATED		
	CONTROL JOINT	HR	HOUR	RAD	RADIUS (CONSTRUCTION)		
	CENTER LINE	HVAC	HEATING VENTILATION AIR		RADIATION (TOWER STACK)		
			CONDITIONING	RD	ROOF DRAIN		
CLG	CEILING	INSUL	INSULATION	REINF	REINFORCED/ REINFORCING		
CLR	CLEAR	INT	INTERIOR	REQ'D	REQUIRED		
CMU	CONCRETE MASONRY UNIT	JT	JOINT	RM	ROOM		
COL	COLUMN	LAM	LAMINATED	RoW/R/W	RIGHT OF WAY		
CONC	CONCRETE	LF	LINEAL FOOT	SCHED	SCHEDULE		
CONST	CONSTRUCTION	MANUF	MANUFACTURER	SECT	SECTION		
CONT	CONTINUOUS	MAX	MAXIMUM	SQFT	SQUARE FOOT		
CTR	CENTER	MECH	MECHANICAL	SS	STAINLESS STEAL		
DIA	DIAMETER	MH	MANHOLE	STD	STANDARD		
DTL	DETAIL	MM	MILLIMETER	STL	STEEL		
EA	EACH	MIN	MINIMUM	STRUC	STRUCTURAL		
	EXPANSION JOINT	MISC	MISCELLANEOUS	TEMP	TEMPORARY		
ELEC	ELECTRIC/ ELECTRICAL						

Plans Prepared By:



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WWW.STARTOUCH.COM

INITIAL CHANGE REQUEST IDEAS



PROJECT

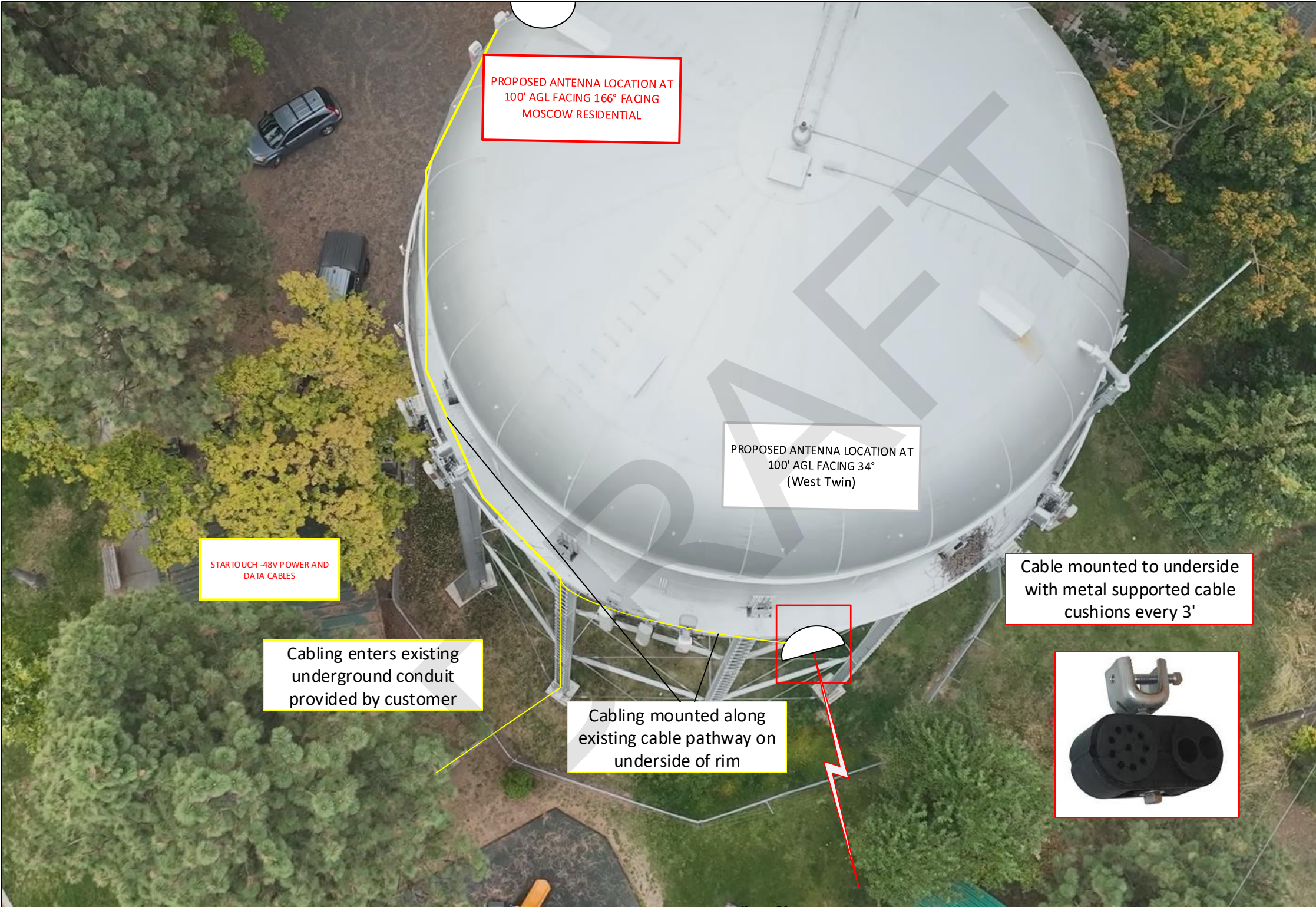
East Moscow-Rotary WT
Site Number SP09135 C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

GENERAL NOTES & CHANGE REQUESTS

DRAWING NUMBER

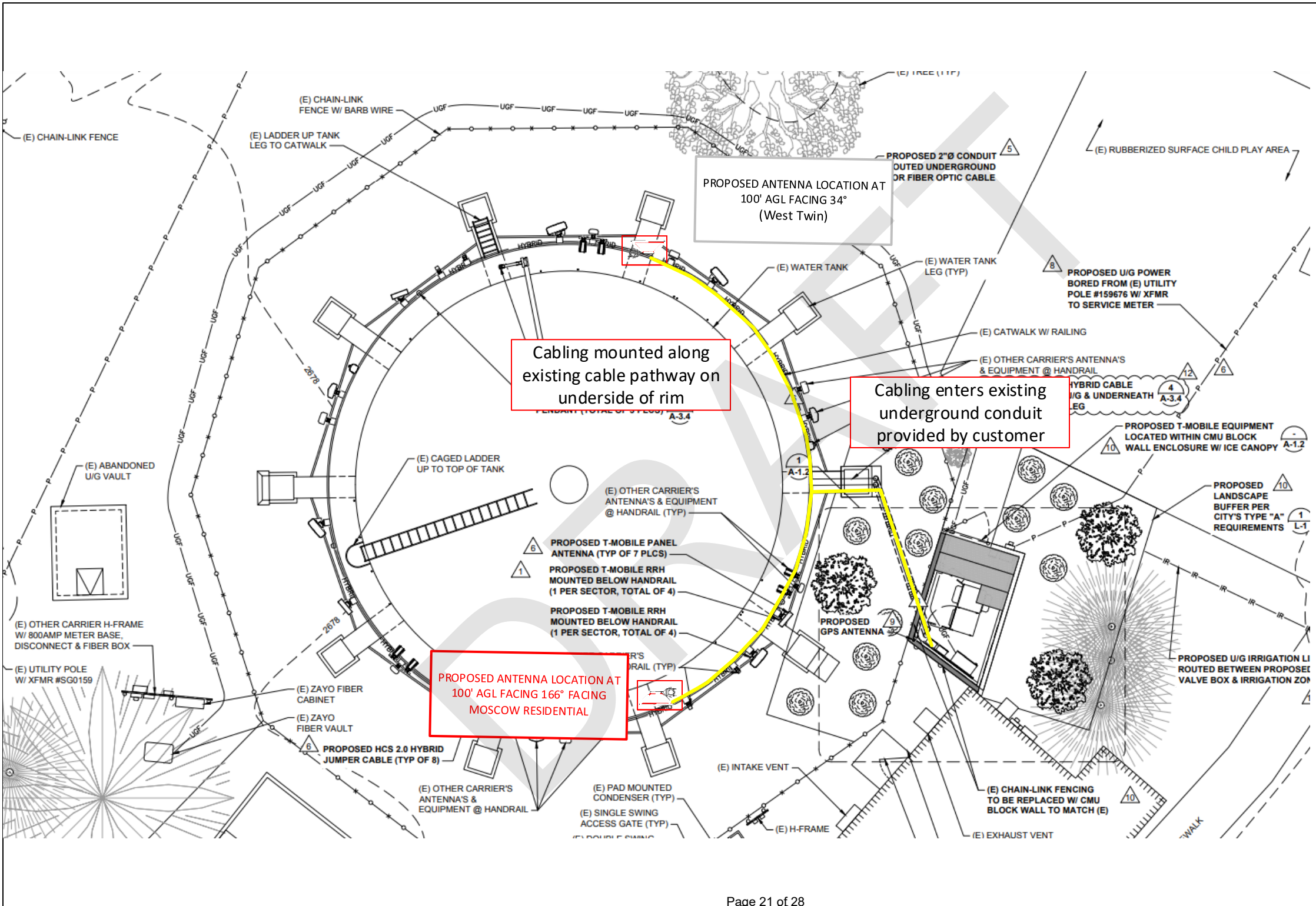
G-1



Plans Prepared By:
 454 WEST STUART ROAD BELLINGHAM, WA 98226 PHONE 360.543.5679 WWW.STARTOUCH.COM
INITIAL IMPRESSIONS FROM SITE WALK OUT
INSTALL MICROWAVE ANTENNA AT PROPOSED HEIGHT, 100' AGL, FACING 166° ON SOUTH/SE OF WATER TANK
2. INSTALL A PIPE TO PIPE MOUNT ON EXISTING RAILING
3. RUN 2X CAT5E, 1X 4 STRAND FIBER AND -48V 16/2 SJOOW POWER CABLE FROM RACK TO ANTENNA
4. PROPOSED CABLE PATH TO BE ~170' LONG
5. CABLE TO BE RAN UNDERGROUND TO T-MOBILE PAD AREA THROUGH PROVIDED CONDUIT. CUSTOMER HAS PROVIDED PERMISSION TO UTILIZE THEIR CABLE PATH FOR THIS SERVICE.

PROJECT
East Moscow-Rotary WT Site Number SP09135C 1026 East F Street Moscow, ID 83843
DRAWING TITLE
FIELD DRAFT
DRAWING NUMBER
A-1





Plans Prepared By:



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INITIAL IMPRESSIONS FROM SITE WALK OUT

INSTALL MICROWAVE ANTENNA AT
PROPOSED HEIGHT, 100' AGL,
FACING 166° ON SOUTH/SE OF
WATER TANK

2. INSTALL A PIPE TO PIPE MOUNT
ON EXISTING RAILING

3. RUN 2X CAT5E, 1X 4 STRAND
FIBER AND -48V 16/2 SJOOW
POWER CABLE FROM RACK TO
ANTENNA

4. PROPOSED CABLE PATH TO BE
~170' LONG

5. CABLE TO BE RAN
UNDERGROUND TO T-MOBILE PAD
AREA THROUGH PROVIDED
CONDUIT. CUSTOMER HAS
PROVIDED PERMISSION TO UTILIZE
THEIR CABLE PATH FOR THIS
SERVICE.



PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

FIELD DRAFT

DRAWING NUMBER

A-1

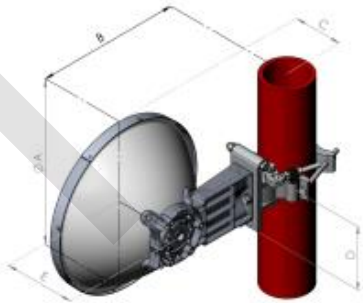


PROPOSED 1' ANTENNA LOCATION
AT 100' AGL FACING 166°

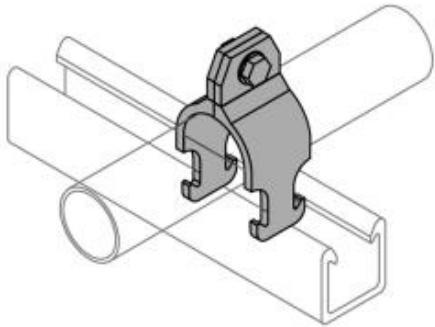
PROPOSED 2' ANTENNA LOCATION
AT 100' AGL FACING 34°

STARTOUCH/ CALNEVA STACKED EQUIPMENT

MOUNT STYLE FOR ODU & ANTENNA



Dimensions in inches (mm)					
Antenna size, ft (m)	A	B	C	D	E
1 (0.3)	15(382)	12.7(323)	6(151)	6.1(156)	7(177)



UBS
Universal Buffalo Supports

PORT LAYOUT FOR CABLING EXPECTATION



Plans Prepared By:



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TOWER DETAIL NOTES &
POTENTIAL ISSUES

INSTALL MICROWAVE ANTENNA AT
PROPOSED HEIGHT, 100' AGL,
FACING 166° ON SOUTH/ SE OF
WATER TANK

2. INSTALL A PIPE TO PIPE MOUNT
ON EXISTING RAILING

3. RUN 2X CAT5E, 1X 4 STRAND
FIBER AND -48V 16/2 SJOOW
POWER CABLE FROM RACK TO
ANTENNA

4. PROPOSED CABLE PATH TO BE
~170' LONG

5. CABLE TO BE RAN
UNDERGROUND TO T-MOBILE PAD
AREA THROUGH PROVIDED
CONDUIT. CUSTOMER HAS
PROVIDED PERMISSION TO UTILIZE
THEIR CABLE PATH FOR THIS
SERVICE.



PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

TOWER DETAIL &
ANTENNA PLACEMENT

DRAWING NUMBER

A-3



"Home Point updated (Code: 3000001)"

0.0

0.1 mi

0.4

2922 ft

2790

3.8 V

-26.7°

303.2°

10/20/2022

+61 ft/min

244 f

0 f

PROPOSED 1' ANTENNA LOCATION
AT 100' AGL FACING 166°

Cable path follows existing cable
mounting in cushioned supports
underneath water tower rim.



Plans Prepared By:



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**TOWER DETAIL NOTES &
POTENTIAL ISSUES**

INSTALL MICROWAVE ANTENNA AT
PROPOSED HEIGHT, 100' AGL,
FACING 166° ON SOUTH/ SE OF
WATER TANK

2. INSTALL A PIPE TO PIPE MOUNT
ON EXISTING RAILING

3. RUN 2X CAT5E, 1X 4 STRAND
FIBER AND -48V 16/2 SJOOW
POWER CABLE FROM RACK TO
ANTENNA

4. PROPOSED CABLE PATH TO BE
~170' LONG

5. CABLE TO BE RAN
UNDERGROUND TO T-MOBILE PAD
AREA THROUGH PROVIDED
CONDUIT. CUSTOMER HAS
PROVIDED PERMISSION TO UTILIZE
THEIR CABLE PATH FOR THIS
SERVICE.



PROJECT

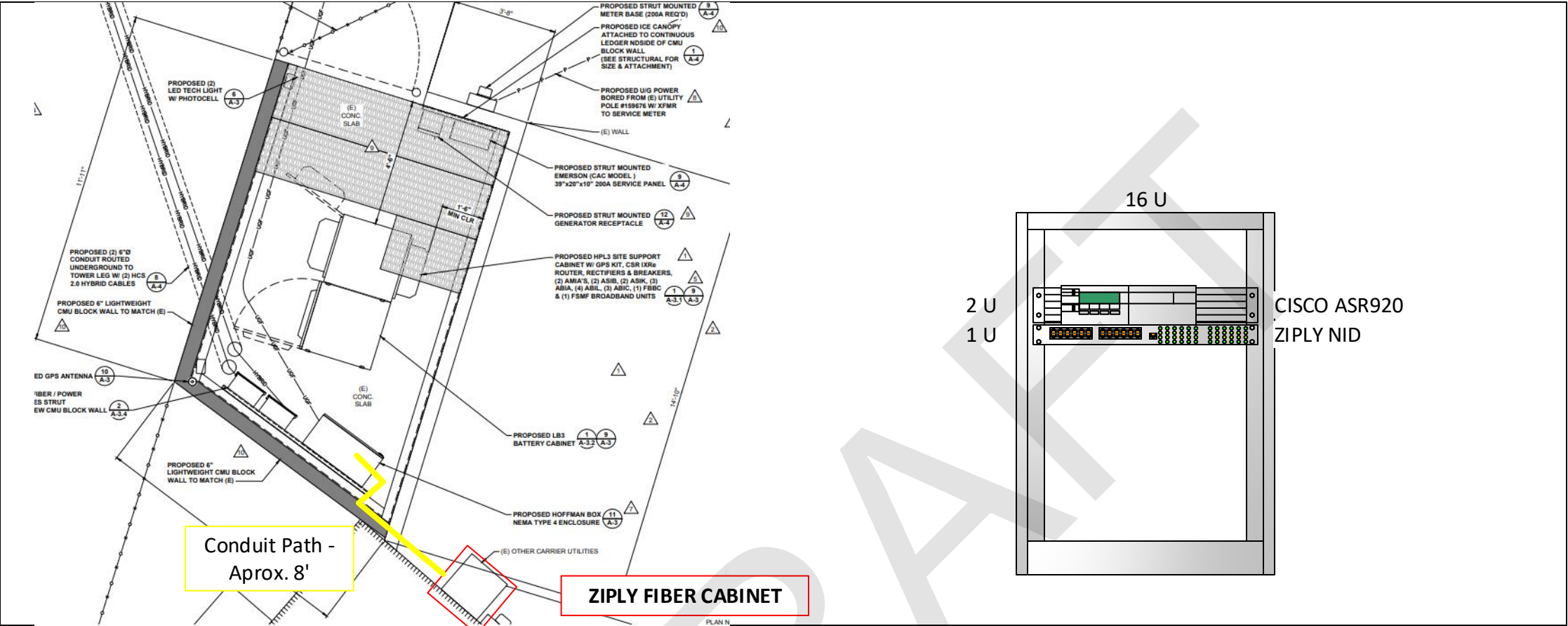
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

**TOWER DETAIL &
ANTENNA PLACEMENT**

DRAWING NUMBER

A-3



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PHONE 360.543.5679

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SUPPORT CABINET & RACK SPACE SPECS

INSTALL CISCO ASR920 ROUTER IN T-MOBILE TELCO CUBE

ROUTER HAS MINIMUM 22" REQUIRED INSERTION DEPTH IN TELCO AREA

CONNECT RADIO PORTS TO ROUTER AT 10G/1G

CONNECT X4 DC POWER SUPPLIES TO T-MOBILE -48VDC POWER

CONNECT X2 AVIAT 4200 RADIOS TO T-MOBILE PROVIDED DC POWER

STARTOUCH REQUIRES X6 10A DC - 48VDC FUSED LEADS, BREAKERS, OR APPLICABLE DC DISTRIBUTION



PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

SUPPORT CABINET & RACK SPACE

DRAWING NUMBER

A-4

STARTOUCH IDU FOR RACK SPACE AND CABLING REQUIREMENTS

CIRCUIT HANDOFF EXPECTATION
1G SM Optical Handoff

STARTOUCH NID/ AGGREGATION SWITCH/ ROUTER FOR RACK SPACE & CABLING REQUIRMENTS
INSTALL CISCO ASR920 RADIO PORTS CONNECTED AT 10G/1G

CUSTOMER'S AGGREGATION & ROUTING EQUIPMENT
ZIPLY NID

Proposed Tower Stack & Ground Support Equipment									
Antenna(s)									
Quantity	Centerline & Location	Equipment Manufacturer	Model Number	Height	Width	Depth	Weight	Azimuth	Mount Type
Tower Mounted Equipment									
Quantity	Centerline & Location	Equipment Manufacturer	Model Number	Height	Width	Depth	Weight	Associated Antenna Manufacturer	Associated Antenna Make
Ground Support Equipment & Cabling									
Quantity	Centerline	Equipment Manufacturer	Model	Cabling Type	Diameter	Inside Cable Conduit (Yes/No)			

Frequency Bands & Power Output						
Technology	Tx Power Max.	EIRP (Watts)	ERP (Watts)	Effective Power Wattage	Transmit Frequency	Receive Frequency

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TECHNICAL &
DIMENSIONAL DATA SHEET



PROJECT

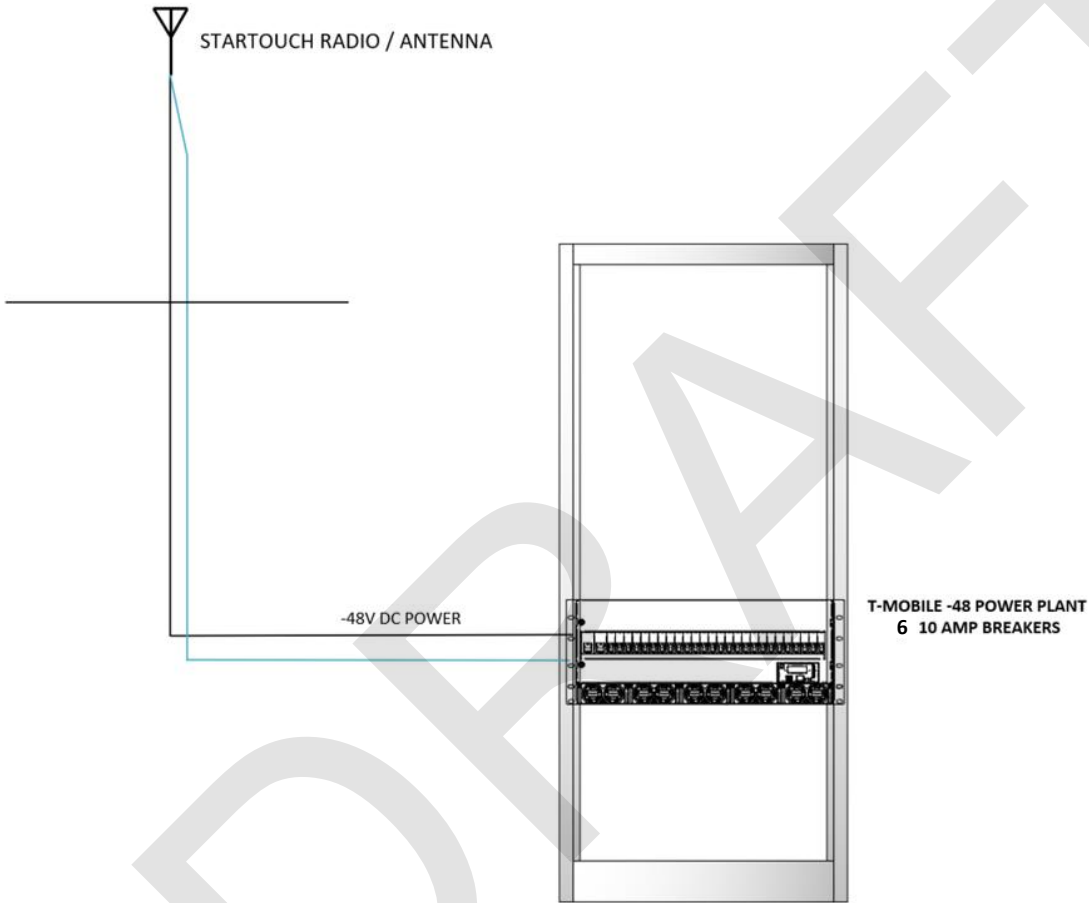
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

TECHNICAL DATA &
HARDWARE
SPECIFICATIONS

DRAWING NUMBER

A-5



Plans Prepared By:



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ELECTRICAL PLAN NOTES

1. INSTALL (6) 10 AMP BREAKERS IN T-MOBILE -48V DC POWER PLANT

2. INSTALL POWER CABLE (16/2 AWG SJOOV) FROM T-MOBILE POWER PLANT TO RADIO FACING ST DONOR SITE

3. CISCO ME3600x TO BE POWERED BY EXISTING -48 POWER

4. x2 DC PSUs FROM TRANSPORT PROVIDER NID



PROJECT

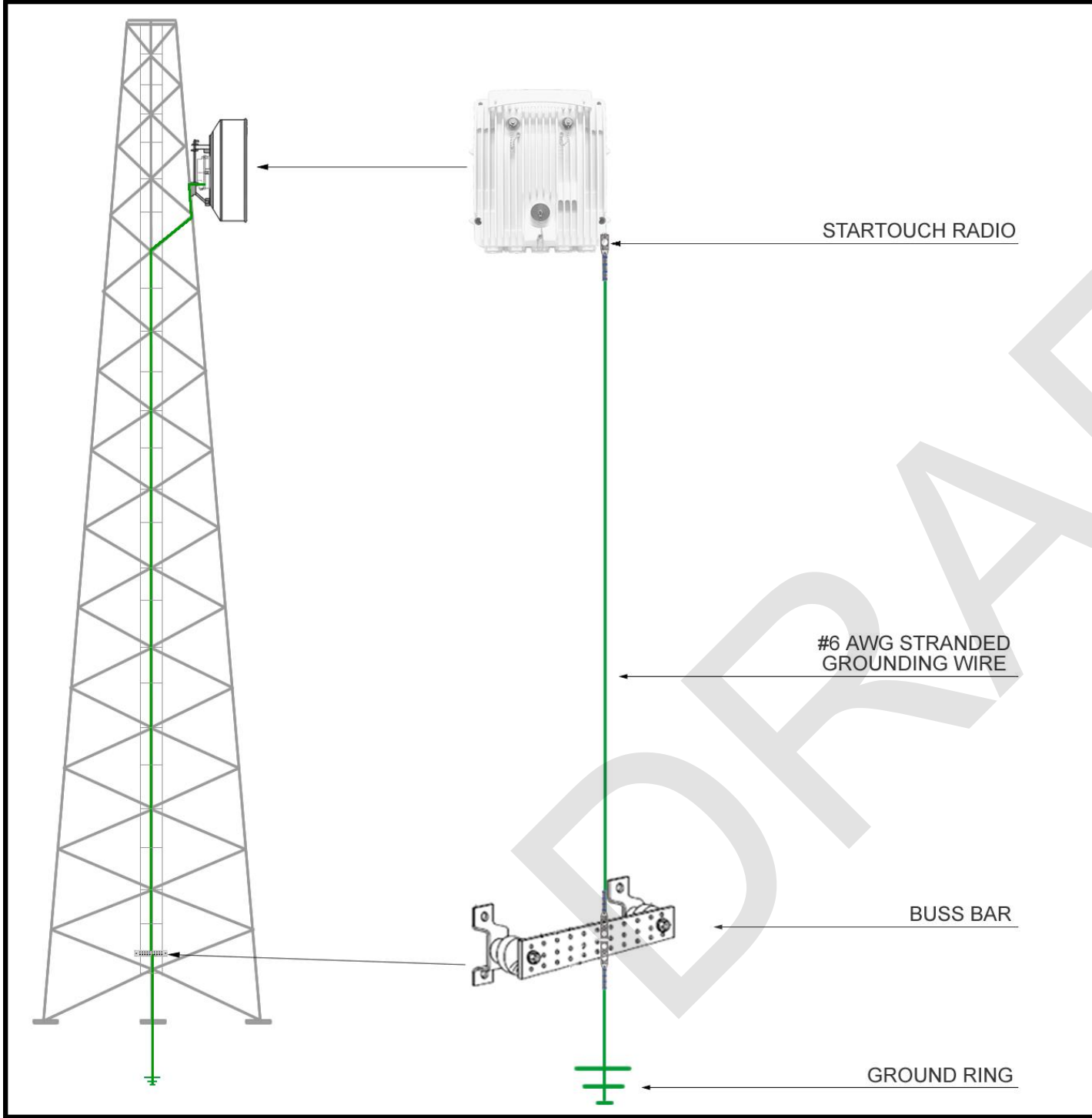
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

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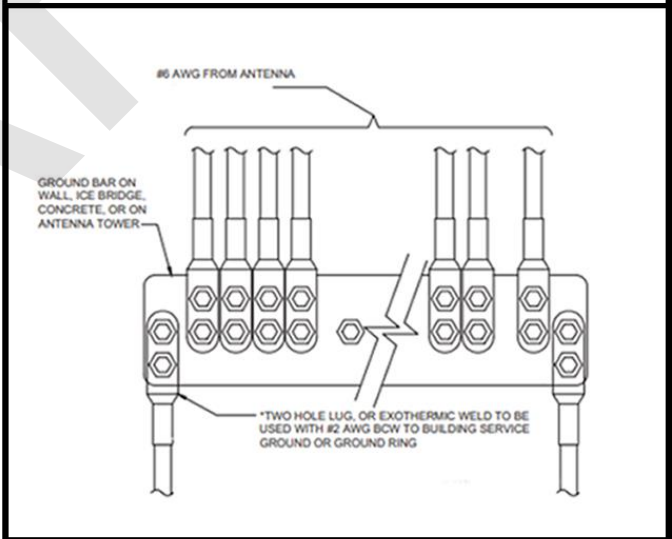
ELECTRICAL PLAN

DRAWING NUMBER

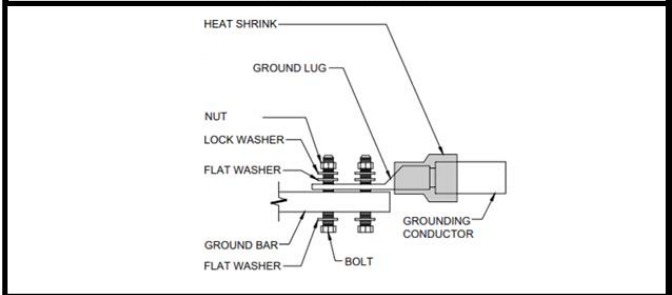
E-1



TYPICAL RADIO GROUNDING



GROUND BAR DETAILS



GROUND LUG DETAILS

Plans Prepared By:



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PHONE 360.543.5679

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**ELECTRICAL GROUNDING
PLAN NOTES**

1. INSTALL GROUND BUSS BAR AT ANTENNA LOCATION ON TOWER.
2. GROUND EACH RADIO TO BUSS BAR AT ANTENNA LOCATION
3. #6 STRANDED HOMERUN CABLE TO BE ATTACHED AT GROUND BUSS BAR AT ANTENNA LOCATION TO GROUND BUSS BAR AT BASE OF TOWER WHICH MUST BE TIED TO EXISTING GROUND RING.
- 4.
- 5.



PROJECT

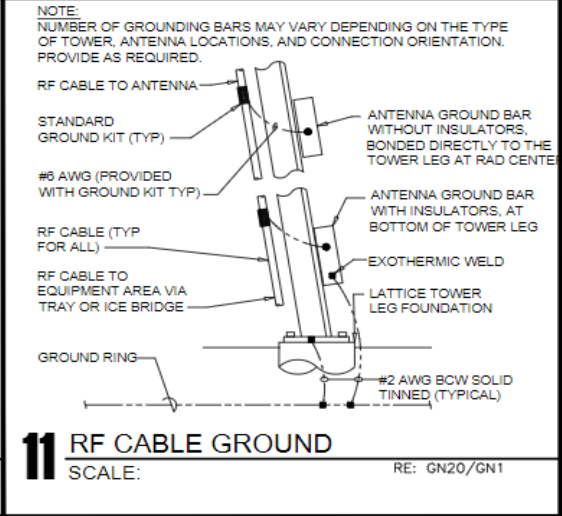
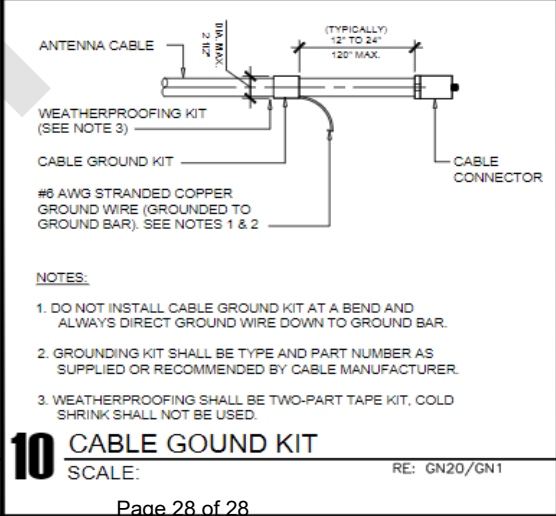
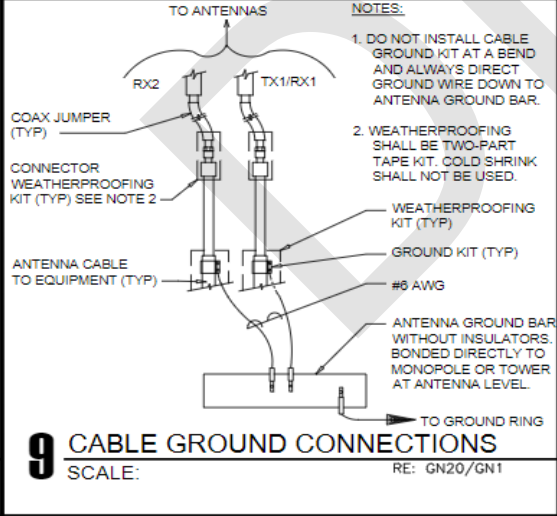
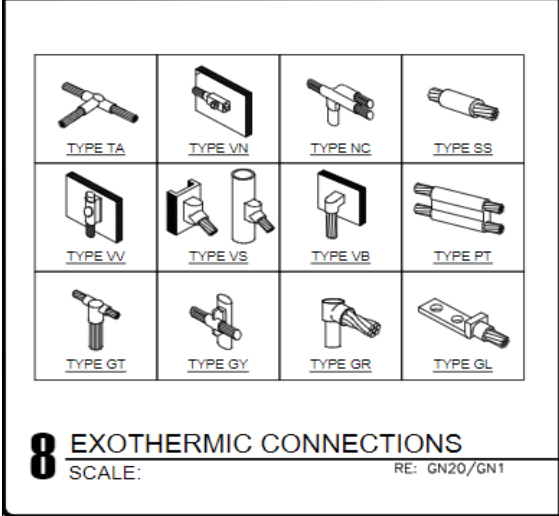
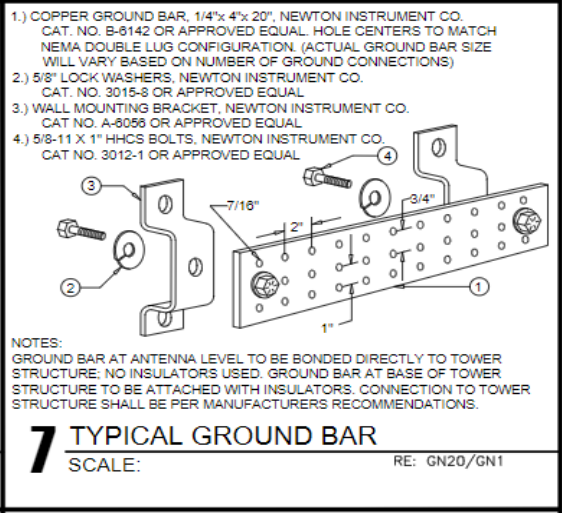
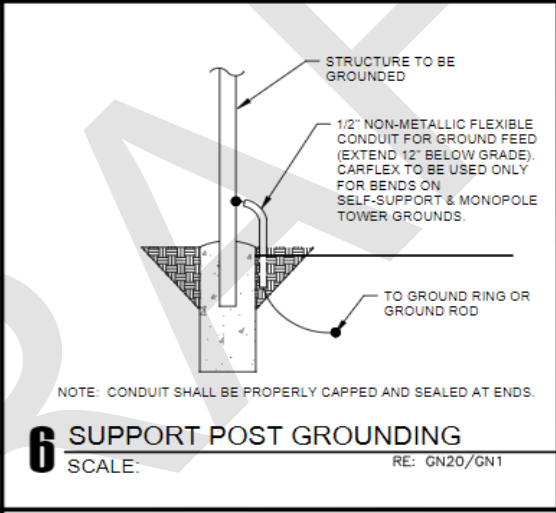
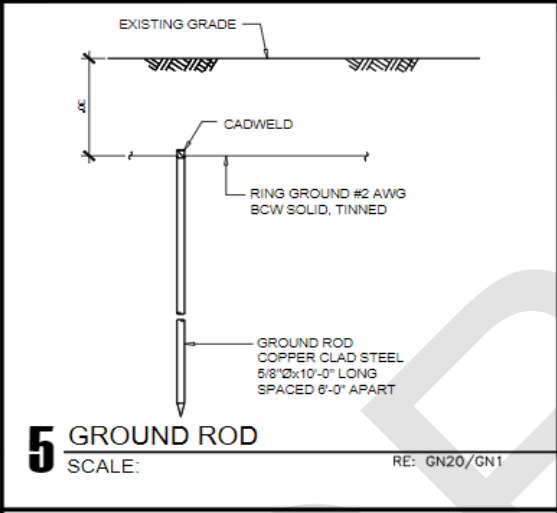
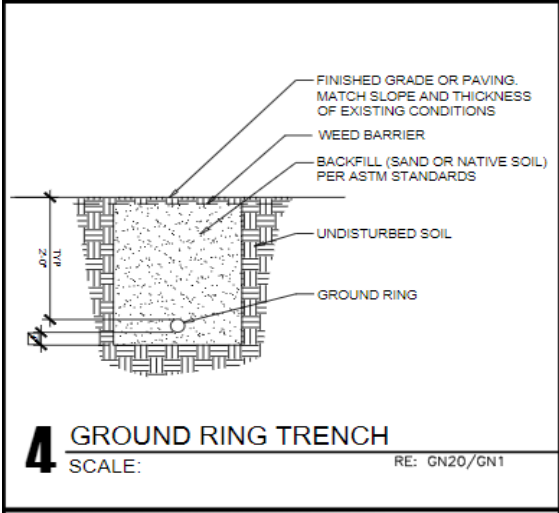
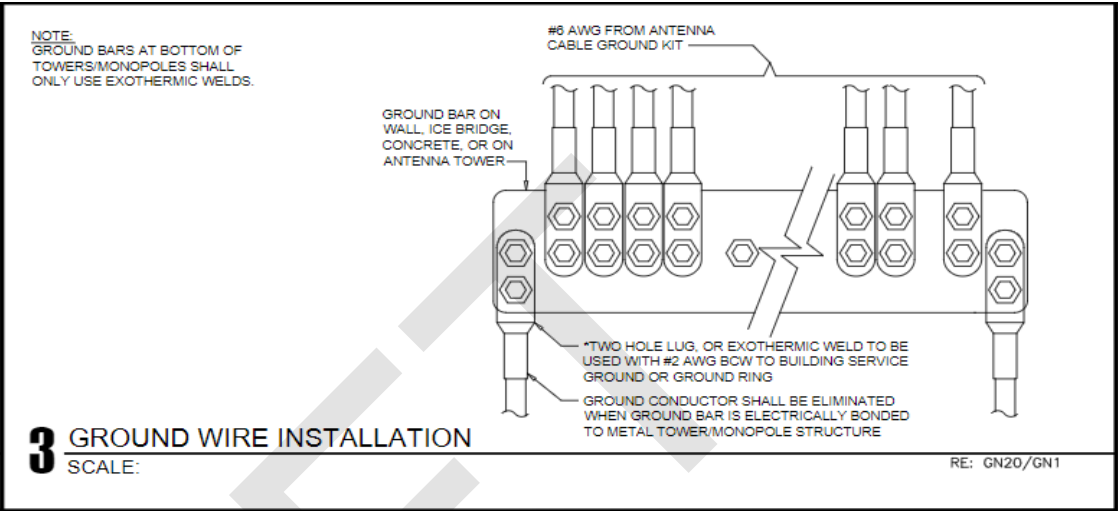
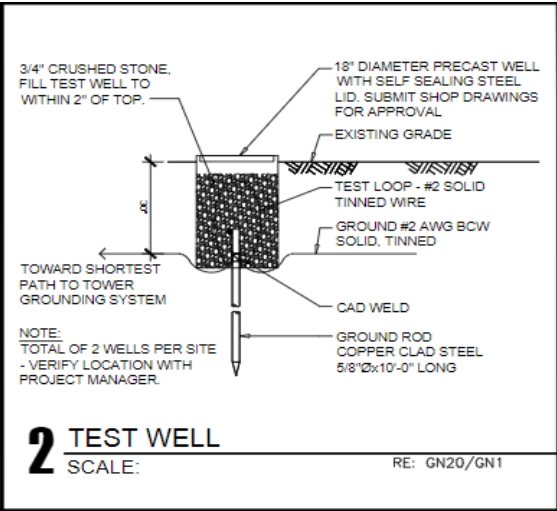
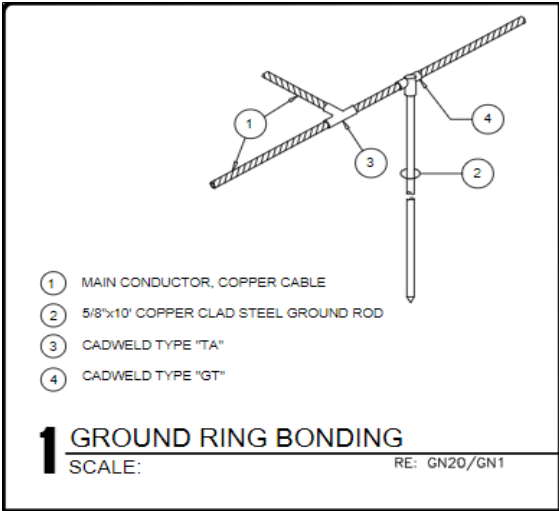
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

**ELECTRICAL
GROUNDING PLAN**

DRAWING NUMBER

E-2



Plans Prepared By:

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BELLINGHAM, WA 98226
PHONE 360.543.5679

WWW.STARTOUCH.COM

ELECTRICAL GROUNDING
DETAIL NOTES

1.
2.
3.
4.
5.

PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

ELECTRICAL
GROUNDING DETAILS

DRAWING NUMBER

E-3



Memo

To: City Council
From: Arthur Bettge, Mayor
Date: December 13, 2023
Re: Commission Appointments

The following is an appointment and re-appointments I intend to propose at the December 4th, 2023 City Council meeting. If you have any questions or concerns, please contact me to discuss them. If I haven't heard from you, I will anticipate that they will be approved.

Appointments

Drew Davis	Urban Renewal Agency	Exp: 12/31/2028 <i>Council Seat</i>
------------	----------------------	--

Re-Appointments

Casey Holcomb-Hawkes	Fair & Affordable Housing Commission	Exp: 12/31/2026
Randy Baukol	Fair & Affordable Housing Commission	Exp: 12/31/2026
Colette DePhelps	Farmers Market Commission	Exp: 12/31/2026 <i>U of I Representative</i>
Joshua Larson	Farmers Market Commission	Exp: 12/31/2026 <i>Member at Large</i>
Renee Magee	Historic Preservation Commission	Exp: 12/31/2026
Ducati Schiff	Human Rights Commission	Exp: 12/31/2024 <i>College Representative</i>
Lilly Hume	Human Rights Commission	Exp: 12/31/2024 <i>High School Seat</i>

Tara Roberts	Human Rights Commission	Exp: 12/31/2026
JacQueline Walker	Moscow Arts Commission	Exp: 12/31/2024 <i>College Seat</i>
Sue Clark	Moscow Arts Commission	Exp: 12/31/2027
Catherine Harner	Parks & Recreation Commission	Exp: 12/31/2026
Gretchen Hayes	Parks & Recreation Commission	Exp: 12/31/2026
Susan Steele	Parks & Recreation Commission	Exp: 12/31/2026
Judy Brown	Pathways Commission	Exp: 12/31/2026
Tanya Denison	Pathways Commission	Exp: 12/31/2026
Cole Mize	Planning & Zoning Commission	Exp: 12/31/2028
Victoria Seever	Planning & Zoning Commission	Exp: 12/31/2028
Ben Calabretta	Transportation Commission	Exp: 12/31/2028
Scott Sumner	Transportation Commission	Exp: 12/31/2028
David Rauk	Tree Commission	Exp: 12/31/2026
Zena Hartung	Tree Commission	Exp: 12/31/2026
Alan Poplawsky	Sustainable Environment Commission	Exp: 12/31/2026
Asaph Cousins	Sustainable Environment Commission	Exp: 12/31/2026
Samuel Gallaher	Sustainable Environment Commission	Exp: 12/31/2026
Nancy Tribble	Urban Renewal Agency	Exp: 12/31/2028

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 18, 2023



AGENDA ITEM TITLE

Public Hearing: 2216 South Main Street Annexation, Comprehensive Plan Land Use Designation, and Zoning Designation (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicant, Joel Cohen, is proposing a Comprehensive Plan land use designation and zoning designation for a 7.98-acre property proposed to be annexed into the City of Moscow and located at 2216 South Main Street. The current Comprehensive Plan Land Use Designation is Auto-Urban Commercial and the proposal is to retain that designation. The zoning of the subject property is currently a combination of the Industrial (I) and Agriculture Forestry (AF) Zones and the proposal is the Motor Business (MB) Zone. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designation and Rezone on November 15, 2023 and recommended approval with no conditions.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

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

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

STAFF RECOMMENDATION

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

1. Approve the Annexation Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Packet
3. Public Hearing Notice
4. PZ Comp Plan RCS
5. PZ Rezone RCS
6. PZ Draft Minutes
7. Ordinance 2023 - Fountains Annexation_final
8. Ordinance 2023 - Fountains Rezone_final
9. Resolution 2023 - Fountains Comp Plan_final

COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

HEARING DATE: December 18, 2023

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 7.98-Acre Property Proposed to be Annexed into the City of Moscow and Located at 2216 South Main Street. Permit Application LUP2023-0020.

Attachments:

1. Notice of Public Hearing
2. Annexation Request Letter
3. Application for Rezone
4. Record of Survey
5. Legal Descriptions
6. Neighborhood Meeting Materials

Prepared by: Mike Ray, AICP – Planning Manager

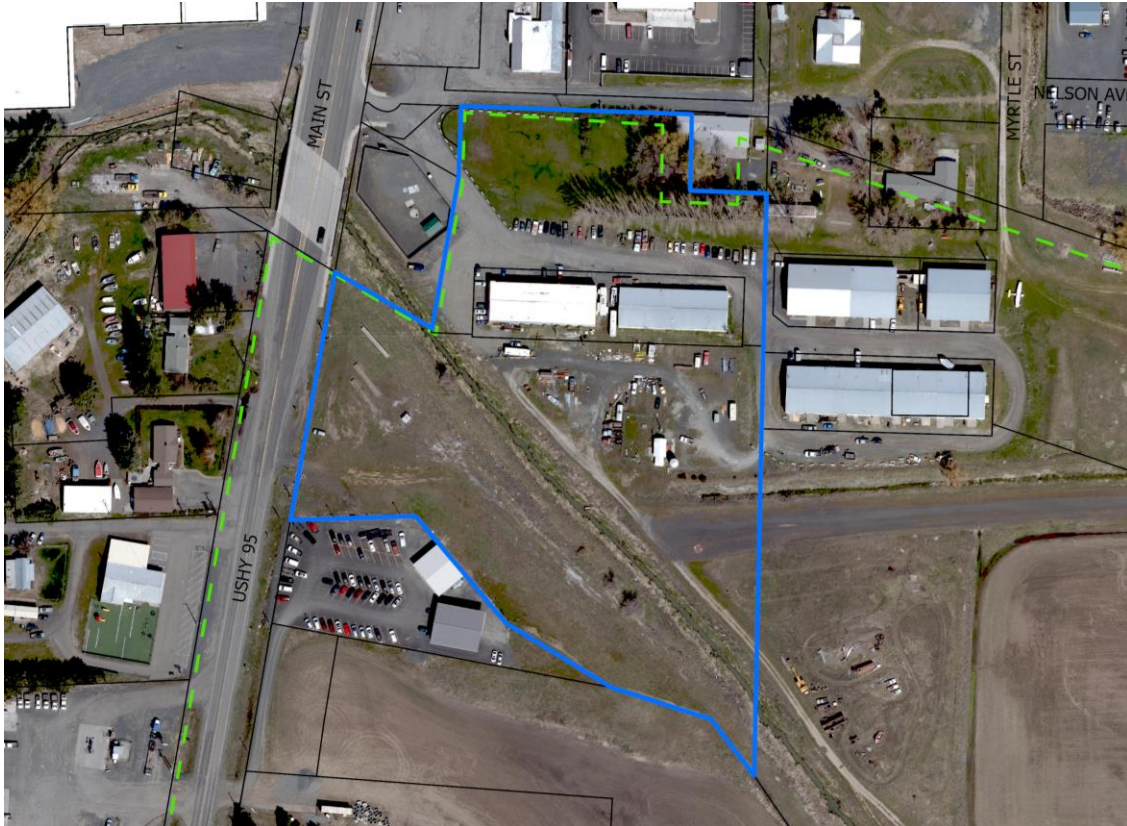
STAFF REVIEW

Proposal: The applicant, Joel Cohen, is proposing a Comprehensive Plan land use designation and zoning designation for a 7.98-acre property proposed to be annexed into the City of Moscow and located at 2216 South Main Street. The current Comprehensive Plan Land Use Designation is currently Auto-Urban Commercial and the proposal is to retain that designation. The zoning of the subject property is currently a combination of the Industrial (I) and Agriculture Forestry (AF) Zones and the proposal is the Motor Business (MB) Zone.

Site and Area Land Use: The subject property is a 7.98-acre area that contains a portion of Fountains Industrial Park. There are currently two buildings which contain various commercial uses including an automotive repair business. The South Fork of the Palouse River bisects the property. To the west of the subject property is the City's sewer lift station, the Palouse Ice Rink, and various other commercial and residential uses. To the north includes a restaurant, bar, and a church. The remainder of Fountains Industrial Park is located to the east and southeast of the subject property. Agricultural land and a car detailing business are located to the south.



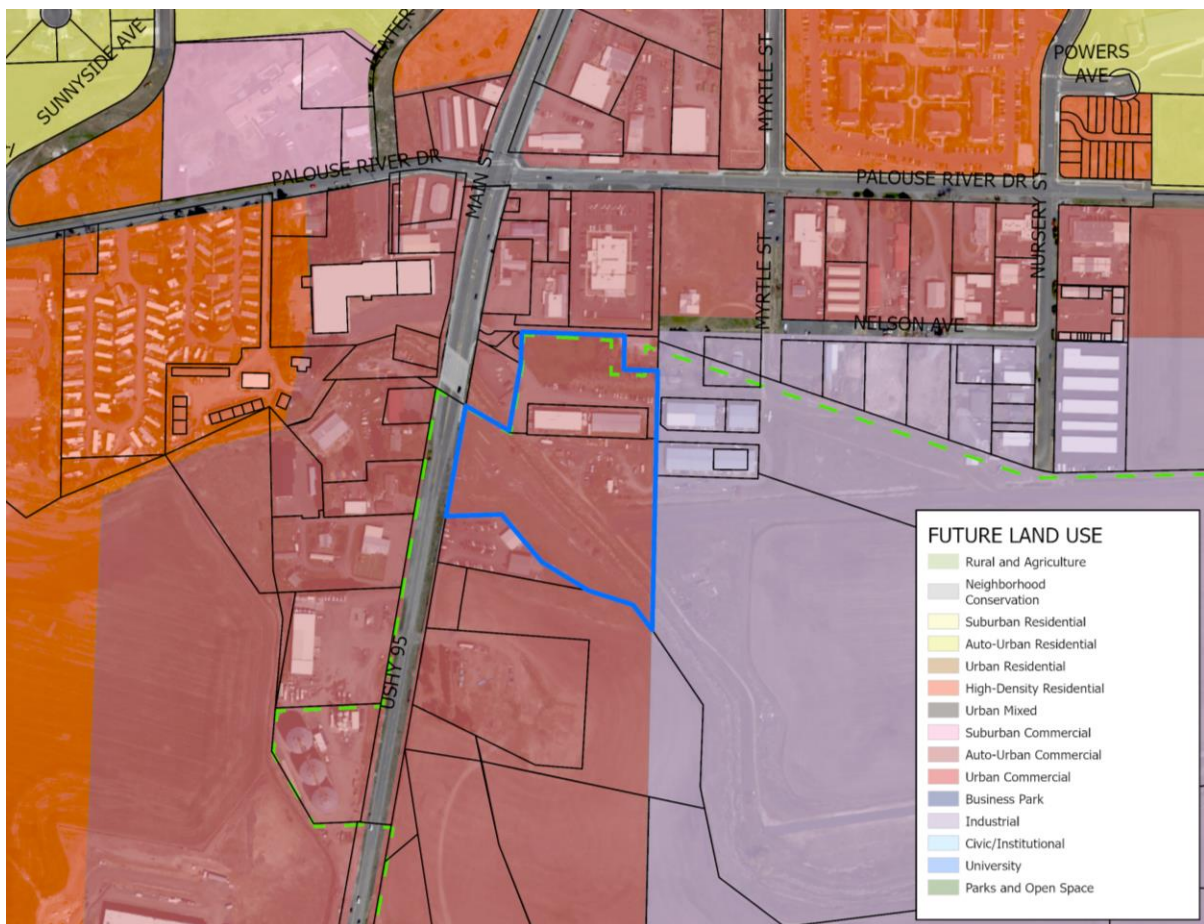
Vicinity Map



Aerial of Subject Property

Comprehensive Plan: Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Commercial and the proposal is to retain the Auto-Urban Commercial designation. According to the 2019 Comprehensive Plan, Auto-Urban Commercial designated areas are intended to,

“Provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB).”



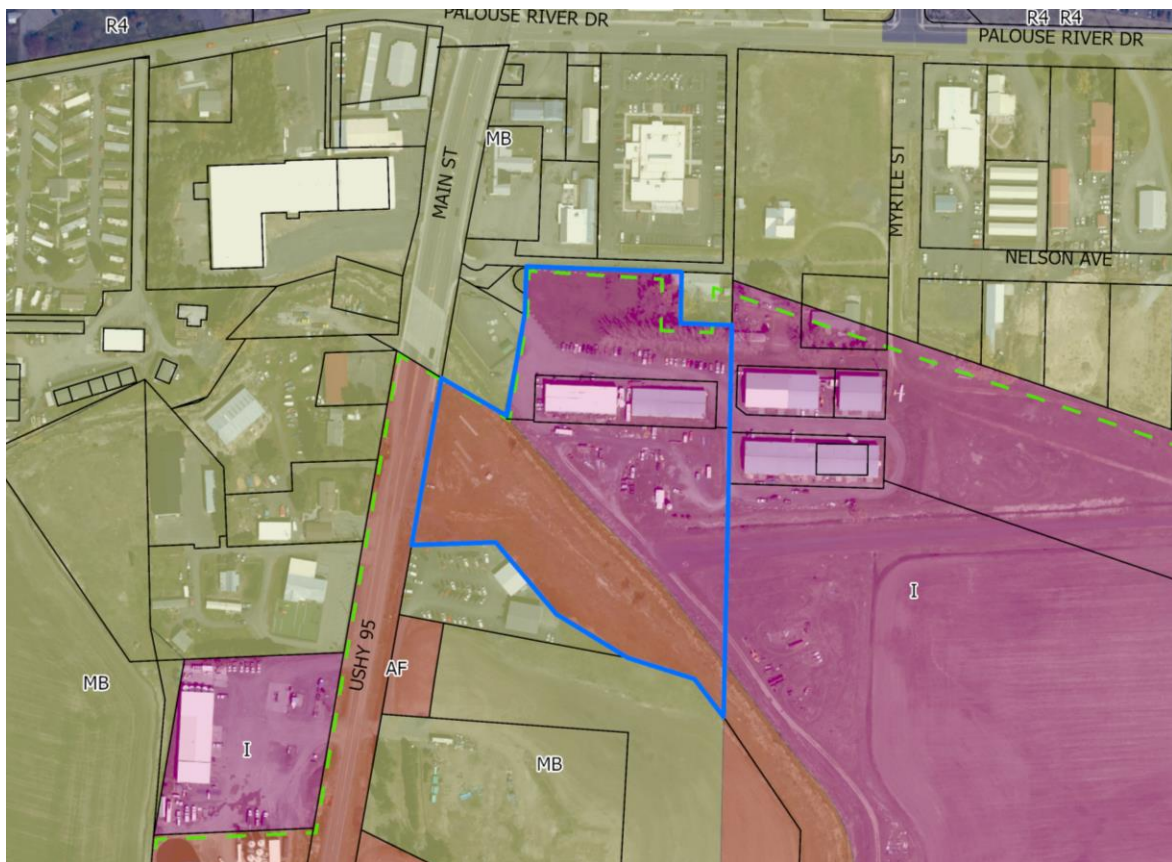
Current Comprehensive Plan Land Use Designation

Zoning: The subject property is currently zoned a combination of the Agriculture/Forestry (AF) and Industrial (I) Zones. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones. The proposal is to rezone the 7.98-acre parcel from the combination of the Agriculture/Forestry (AF) and Industrial (I) Zones to the Motor Business (MB) Zone.

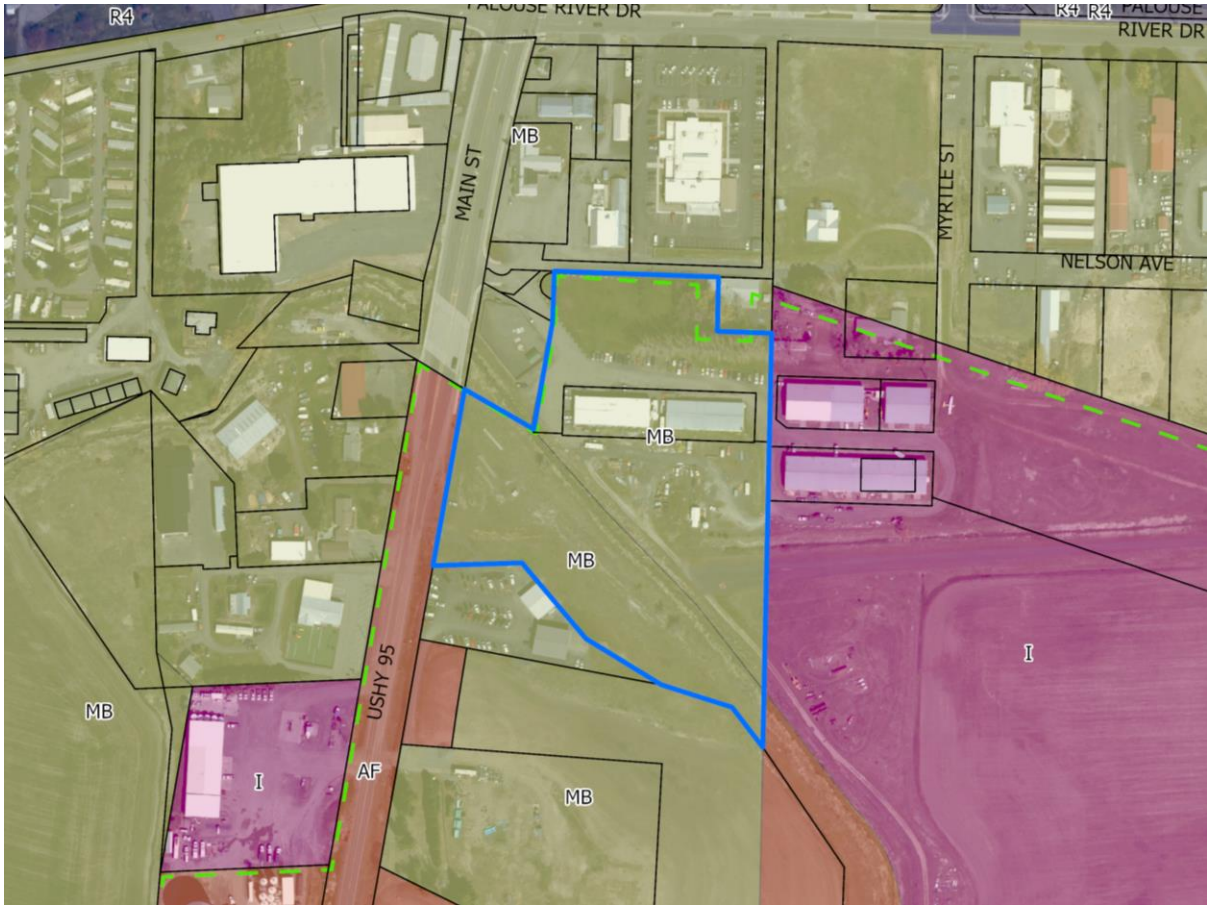
According to the City of Moscow Zoning Code, the MB Zone is intended to,

“provide for the location and grouping of compatible uses having similar operation as they involve enterprises which depend primarily on the transient motor vehicle-based trade. By concentrating such uses the City intends to increase public convenience when utilizing such services and, within the regulation, to allow such activities to render the maximum service.”

Uses permitted within the MB Zone include retail enterprises, offices, eating and drinking establishments, printing and publishing houses, religious institutions, residential uses, hotels and motels, off-street parking facilities, kennels, storage facilities, laundromats, and light manufacturing.



Existing Zoning



Proposed Zoning

Access, Streets, Traffic: The subject property shares an existing vehicular approach to Highway 95. The adjacent portion of Highway 95 contains four travel lanes and a center turn lane with curb, gutter, and sidewalks on both sides of the street.

Utilities: The subject property is currently on a well and septic system. As part of the annexation, the buildings on the subject property will be required to connect to City water and sewer mains. Water and sewer mains are currently located within the shared access drive to the northwest of the subject property. The property is considered developable in the City's Comprehensive Water and Sewer System Plans.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on October 16, 2023 to discuss the proposal. All neighborhood meeting materials are attached to your packet.

Input from other Departments/Commissions:

RECOMMENDATIONS:

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designation and Rezone on November 15, 2023 and recommended approval with no conditions.

Staff recommends that the Council conduct the public hearing upon the annexation, Comprehensive Plan land use designation, and zoning designation and upon consideration of any testimony presented:

1. Approve the Annexation Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the rule requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

October 20, 2023

City of Moscow Mayor Art Bettge
Moscow City Council
206 East Third Street
Moscow, ID 83843

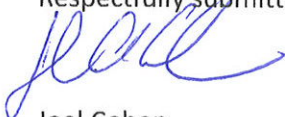
Dear City Officials

Please consider this letter of request for the annexation of a parcel of land in South Moscow. I wish to purchase a portion of said parcel and an annexation is required to divide said property.

We are requesting the annexation as shown on the attached parcel map and an initial zoning of Motor Business. (MB)

I am submitting herewith a check to the city of Moscow for a ^{\$1071.00}~~\$400.00~~ annexation fee for the portion of land I intend to purchase post annexation and zoning. Also included are copies of the neighborhood meeting invitation, mailing list, documents mailed, and minutes from the meeting. This annexation will only create one new parcel.

Respectfully submitted,



Joel Cohen





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

For City Use Only			
Date Received		10/23/23	
Dept	Fee Type	Fees	Paid
CDV	Zoning/Comp Plan Amend	\$1,040.00 \$1,071.00	
CDV	Annexation	\$1,040.00	10/23
Receipt Number		LUP2023-0020	

APPLICATION FOR ZONING OR COMPREHENSIVE PLAN AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Joel Cohen Telephone: 208.310.6098
418 EB St Moscow Email: joel@idocloud.com
 (Home address)

Relationship to affected property (please check one):

Owner ☐ Purchaser ☒ Lessee ☐ Other ☐ (explain below)

2. Owner of Affected Property (if other than applicant)

Name: T+Kinnah LLC Telephone: 208.301.2199
2216 S Main Moscow ID Email: _____
 (Home address)

3. Location of Affected Property: 2216 S Main St Moscow

Legal Description: _____
 (Subdivision) (Block) (Lot)

If described by Metes and Bounds, please attach deed on a separate sheet.

INFORMATION ON REQUESTED REZONE

4. Proposal: The applicant requests a rezone on the above-described property as follows:

From: MB to: MB
 (Current zoning) (Proposed zoning)

5. Reason: Applicant requests a rezone for the following reason(s): Acquiring parcel of property
and annexing it into the City

6. Before the Moscow Planning and Zoning Commission can approve a zoning amendment request, the Commission must first make findings of compliance with the following five **Relevant Criteria and Standards**. Please indicate in the spaces provided below what you believe to be justification showing compliance with each item:

A. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.

The city's intent is to have industrial buildings to the South of town, this property meets that objective.

B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.

The zoning remains unchanged after annexation, it stays MB zoning which is consistent with the surrounding zoning and building types.

C. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.

The uses will remain unchanged and are all compatible with the surrounding buildings and neighboring zoning.

D. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.

It has been evaluated w/ the City Engineer that the water and sewer lines which are being connected to are adequate for the use of the existing structures.

E. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services.

Because it is adequately served by existing transportation network, and nothing is changing, it will be adequate after annexation.

Notification: The Idaho Code requires that all property owners located within 300 feet of the affected property receive notification of the public hearing to be conducted by the Planning and Zoning Commission regarding any rezone request.

The Planning and Zoning Commission shall have the authority to require any additional information they consider necessary to render a fair decision and recommendation on a rezone request. The Commission may recommend and the City Council may require additional conditions and limitations as specified in Section 4-9-3C of the Moscow Code.

- ~~4. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services.~~

Notification: The Idaho Code requires that all property owners located within 300 feet of the affected property receive notification of the public hearing to be conducted by the Planning and Zoning Commission regarding any rezone request.

The Planning and Zoning Commission shall have the authority to require any additional information they consider necessary to render a fair decision and recommendation on a rezone, comprehensive plan amendment, or annexation request. The Commission may recommend, and the City Council may require, additional conditions and limitations as specified in Section 4-9-3C of the Moscow Code.

All questions addressed on this application and the submitted documents must be filed with the Moscow City Planner at least twenty-one (21) days prior to the hearing date. The applicant will be notified by the City as to the time, date and place of the hearing pertaining to this application. The applicant, or his/her duly-appointed representative, must be present at the public hearings held before both the Planning & Zoning Commission and the City Council.

The following materials must be included with this application before it will be processed:

1. Application fee
2. Copy of neighborhood meeting invitation, mailing list, attendance list and minutes
3. If a legal description of the affected property is given by Metes and Bounds, a separate sheet containing that description

I understand this information is a public record and may be posted to a public website. I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.


Signature of Applicant

10/23/23
Date


Signature of Property Owner (if different)

10/24/2023
Date

RECEIVED
By: _____


Rezon: CPT Comprehensive Plan Amendment Application

(Printed Name) _____

October 9, 2023

Legal Description for Tatkinmah, LLC and Idaho Transportation Department Properties to be Annexed to the City of Moscow Corporate Boundary by Hodge and Associates

A tract of land located in Section 19, Township 35 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19;

Thence along the east line of said Section 19, S01°06'54"W, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and the **Point of Beginning**;

Thence continuing along said east line, S01°06'54"W, 214.81 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;

Thence leaving said east line and continuing along said parcel the following two (2) courses:

N34°49'19"W, 102.26 feet;

Thence N72°24'11"W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;

Thence, along the north line of said parcel the following three (3) courses;

N58°15'48"W, 162.37 feet;

Thence N40°12'46"W, 182.72 feet;

Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;

Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;

Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;

Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;

Thence along the west line of said parcel the following four (4) courses:

N09°36'37"E, 200.00 feet;

Thence N01°15'20"E, 38.70 feet;

Thence N01°42'31"E, 51.92 feet;

Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;

Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;

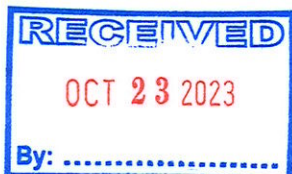
Thence along said Corporate Boundary the following two (2) courses:

S00°03'15"W, 100.00 feet;

Thence S89°56'45"E, 100.00 feet, to the **Point of Beginning**.

Tract contains 7.98 acres, more or less.

Owner Name	Owner Address 1	Owner City Owner State Owner Zip
AMAZING DOCTOR RANSOMS PAPER	207 N MAIN ST	MOSCOW, ID 83843
ANDERSON, BARBARA	1197 LYON RD	MOSCOW, ID 83843
ASPACE4ME, LLC	2624 DANBY RD	MOSCOW, ID 83843
BROYLES REVOCABLE LIVING TRUST	577 CONESTOGA DR	MOSCOW, ID 83843
BURRAGE, TED	1016 PRAIRIE LN	MOSCOW, ID 83843
CHS-MOSCOW INC	PO BOX 64089	ST PAUL, MN 55164
CLYDE, KENNETH	1175 ZEITLER RD	MOSCOW, ID 83843
COLUMBIA 7 LLC	912 CYPRESS ST	LEWISTON, ID 83501
COMMUNITY DEVELOPMENT	504 S WASHINGTON ST	MOSCOW, ID 83843
CURTIS, GAVIN	2006 S MAIN ST	MOSCOW, ID 83843
DE MEERLEER, JEFF	215 E PALOUSE RIVER DR	MOSCOW, ID 83843
ENG'S CHINESE VILLAGE, LLC	1209 E E ST	MOSCOW, ID 83843
FICCA 255 NELSON LLC	3422 FOOTHILL RD	MOSCOW, ID 83843
FLOMER, ANNAJEAN	2205 S MAIN ST	MOSCOW, ID 83843
FOUNTAIN, STEVEN	2020 S MAIN ST	MOSCOW, ID 83843
GERMER, LARRY	1005 ZEITLER RD	MOSCOW, ID 83843
GROPP, BARBARA	PO BOX 9065	MOSCOW, ID 83843
GYPSY JAVA LLC	1301 THORN CREEK RD	GENESEE, ID 83832
IDAHO TRANSPORTATION DEPT	3311 W STATE ST	BOISE, ID 83703
MERRELL HOLDINGS II, LLC	1221 CRANE CREEK RD	POTLATCH, ID 83855
MILLER DEVELOPMENT LLC	3471 GRANGEMONT RD	OROFINO, ID 83544
MOCK AND FROH HOLDINGS, LLC	824 LEITH ST	MOSCOW, ID 83843
NOBLE PRESTON, LLC	621 HATHAWAY ST	MOSCOW, ID 83843
ODD CHESTER INDUSTRIES, LLC	PO BOX 8551	MOSCOW, ID 83843
SANDELL, JOHN	953 PLUM CT	MOSCOW, ID 83843
STELLAS TOBOGGAN LLC	PO BOX 8967	MOSCOW, ID 83843
STOOR PROPERTY LLC	1926 S MAIN ST	MOSCOW, ID 83843
TATKINMAH LLC	709 E F ST	MOSCOW, ID 83843
TRINITY REFORMED CHURCH	101 E PALOUSE RIVER DR	MOSCOW, ID 83843
TWO-GM LLC	6901 SR 270	PULLMAN, WA 99163



Fountains Industrial Park, LLC

September 26, 2023

120 E 3rd St
Moscow, ID 83843

Dear Recipient:

You are invited to a neighborhood meeting to discuss the annexation of:

2216 S Main St
Bldgs A and B
Moscow, ID 83843.

There are two buildings and approximately 4 acres of land intending to be annexed into the City of Moscow. Please see the included document.

The neighborhood meeting will be held on October 16th at 5:30 pm in the Game Room at the 1912 Center Building:

412 E 3rd St
Moscow, ID 83843

Sincerely,

Joel Cohen

120 E 3rd St
Moscow, ID 83843
208.310.6098
joel@idozfund.com

120 E 3RD ST MOSCOW, ID 83843
T (208) 310-6098 EM JOEL@IDOFUND.COM



[illegible]

Annexation Neighborhood Meeting Minutes
October 16, 2023
5:30 PM - 1912 Center

Meeting was called to order by Joel Cohen at 5:30pm.

It was proposed that a large piece of land belonging to Tatkinmah LLC be annexed into the city, in order to sell off a smaller piece of land in the proposed area.

The city required additional areas of annexation, not just the piece that is being sold, due to a few factors:

1. The proposed piece to be sold would leave a piece of land or an "island" that would be left in the county.
2. The highway piece that was purchased by the state of Idaho, adjacent to the Tatkinmah LLC annexation, also needed annexation.

The pump station in the Northwestern corner is already annexed.

There were no questions about the annexation and no objections about the project.

Joel Cohen closed the meeting at 6:00 PM



NOTICE OF PUBLIC HEARING

Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 7.98-Acre Property Proposed to be Annexed into the City of Moscow and Located at 2216 South Main Street as Shown on the Vicinity Map Below. Permit Application LUP2023-0020.

A public hearing at which you may be present and speak will be conducted by the City Council of the City of Moscow at which time the following proposals will be considered:

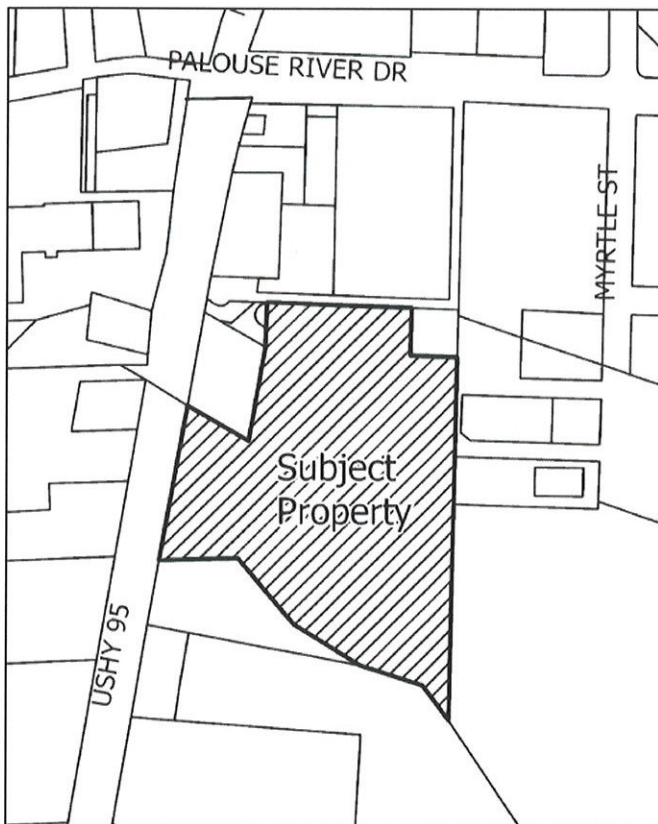
1. Annexation of the 7.98-acre area.
2. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Commercial.
3. Rezoning of the subject property from the combination of the Agriculture Forestry (AF) Zone and the Industrial (I) Zone to the Motor Business (MB) Zone.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designation and Rezone on November 15, 2023 and recommended approval with no conditions.

MEETING DATE: Monday, December 18, 2023

HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.



Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community 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.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, December 2, 2023

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE COMPREHENSIVE PLAN LAND USE DESIGNATION OF A SEVEN POINT NINE EIGHT (7.98) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED AT 2216 SOUTH MAIN STREET.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on October 23, 2023; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on November 15, 2023; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is an approximately 7.98-acre property proposed to be annexed into the City of Moscow and located at 2216 South Main Street.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property currently contains a portion of Fountains Industrial Park and there are two existing buildings which contain various commercial uses including an automotive repair business. The South Fork of the Palouse River bisects the property.
5. To the west of the subject property is the City's sewer lift station, the Palouse Ice Rink, and various other commercial and residential uses. To the north includes a restaurant, bar, and a church. The remainder of Fountains Industrial Park is located to the east and southeast of the subject property. Agricultural land and a car detailing business are located to the south.

6. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Commercial and the proposal is to retain the Auto-Urban Commercial designation.
7. Auto-Urban Commercial (AU-C) designated areas,
“Provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB).”
8. The subject property is currently zoned a combination of the Agriculture Forestry (AF) and Industrial (I) Zones.
9. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones.
10. The subject property shares an existing vehicular approach to Highway 95. The adjacent portion of Highway 95 contains four travel lanes and a center turn lane with curb, gutter, and sidewalks on both sides of the street.
11. The subject property is currently on a well and septic system. As part of the annexation, the buildings on the subject property will be required to connect to City water and sewer mains. Water and sewer mains are currently located within the shared access drive to the northwest of the subject property. The property is considered developable in the City’s Comprehensive Water and Sewer System Plans.
12. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on October 16, 2023 to discuss the proposal.
13. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the Commission concludes that it is appropriate for the property to be designated as AU-C upon annexation into the City of Moscow.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed Comprehensive Plan amendment is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed Auto-Urban Commercial designation for the subject property is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan and is consistent with the surrounding properties, as well as the surrounding land use and development patterns.
2. **The proposed Comprehensive Plan amendment would provide for the logical and orderly location of land uses, community services and facilities.** The Commission finds that the proposed designation of AU-C is logical and harmonious with the surrounding land uses and development, and is consistent with the land use designations of the surrounding property to the north, west, and south of the subject property.

3. **The uses expected to occur as a result of the Comprehensive Plan amendment will be compatible with the surrounding area.** The zoning districts that are consistent with the AU-C designation exist within the current City Limits boundary to the north, west, and southwest. The adjacent properties to the north, west, and south are primarily commercial.
4. **The size, type, and density of development expected to occur as a result of the Comprehensive Plan amendment will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed designation is suitable for the area and will not unduly burden the neighborhood of public infrastructure. The subject property has direct access, via national highway, as well as sufficient and available public utility services to meet the needs of existing and future development.
5. **The proposed Comprehensive Plan amendment is deemed to be appropriate in consideration of changing conditions within the community that are not reflected within the current Comprehensive Plan (such as new development or re-development, land use patterns and/or trends, traffic patterns and/or volume, market demands, community vision and/or needs, capital improvements, or new or revised City plans).** The Commission finds that the land use patterns within the immediate vicinity of the subject property have been transitioning into more Auto-Urban Commercial uses. The Auto-Urban Commercial land use designation is consistent with commercial properties adjacent to the north, west, and south.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of the proposal to retain the existing Comprehensive Plan Land Use Designation of Auto-Urban Commercial for the 7.98-acre property with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 15th day of November, 2023.



Robb Parish, Chair
Planning and Zoning Commission

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF A SEVEN POINT NINE EIGHT (7.98) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED AT 2216 SOUTH MAIN STREET FROM THE COMBINATION OF THE AGRICULTURE FORESTRY (AF) AND INDUSTRIAL (I) ZONES TO THE MOTOR BUSINESS (MB) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on October 23, 2023; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on November 15, 2023; and

WHEREAS, having reviewed the application, including all exhibits entered, and having considered the issues presented by the applicant and the opponents:

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is an approximately 7.98-acre property proposed to be annexed into the City of Moscow and located at 2216 South Main Street.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property currently contains a portion of Fountains Industrial Park and there are two existing buildings which contain various commercial uses including an automotive repair business. The South Fork of the Palouse River bisects the property.
5. To the west of the subject property is the City's sewer lift station, the Palouse Ice Rink, and various other commercial and residential uses. To the north includes a restaurant, bar, and a church. The remainder of Fountains Industrial Park is located to the east and southeast of the subject property. Agricultural land and a car detailing business are located to the south.

6. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Commercial and the proposal is to retain the Auto-Urban Commercial designation.
7. Auto-Urban Commercial (AU-C) designated areas,

“Provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB).”
8. The subject property is currently zoned a combination of the Agriculture Forestry (AF) and Industrial (I) Zones.
9. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones.
10. The proposal is to rezone the subject property from the combination of the Agriculture Forestry (AF) and Industrial (I) Zones to the Motor Business (MB) Zone.
11. According to the City of Moscow Zoning Code, the MB Zone is intended to,

“provide for the location and grouping of compatible uses having similar operation as they involve enterprises which depend primarily on the transient motor vehicle-based trade. By concentrating such uses the City intends to increase public convenience when utilizing such services and, within the regulation, to allow such activities to render the maximum service.”
12. Uses permitted within the MB Zone include retail enterprises, offices, eating and drinking establishments, printing and publishing houses, religious institutions, residential uses, hotels and motels, off-street parking facilities, kennels, storage facilities, laundromats, and light manufacturing.
13. The subject property shares an existing vehicular approach to Highway 95. The adjacent portion of Highway 95 contains four travel lanes and a center turn lane with curb, gutter, and sidewalks on both sides of the street.
14. The subject property is currently on a well and septic system. As part of the annexation, the buildings on the subject property will be required to connect to City water and sewer mains. Water and sewer mains are currently located within the shared access drive to the northwest of the subject property. The property is considered developable in the City’s Comprehensive Water and Sewer System Plans.
15. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on October 16, 2023 to discuss the proposal.
16. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the Commission concludes that it is appropriate for the property to be designated as AU-C upon annexation into the City of Moscow.

BASED ON THE ABOVE RELEVANT FACTS AND CONCLUSIONS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

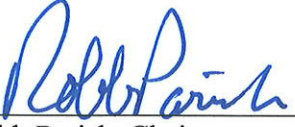
II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed rezone is consistent with the existing 2019 Comprehensive Plan Land Use Designation of Auto-Urban Commercial.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed MB Zone is a continuation of the current zoning designation of property adjacent to the north, west, and south. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The adjacent properties along the Highway 95 corridor are all primarily commercial except for a few residential properties located within the MB Zone on the west side of the highway.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the area of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Highway 95, which can adequately serve any proposed development allowed in the MB Zone. The subject property has sufficient and available public utility services to meet the needs of existing and future development.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of the rezone request for the 7.98-acre property proposed to be annexed into the City of Moscow and located at 2216 South Main Street from the Agriculture Forestry (AF) Zone and the Industrial (I) Zone to the Motor Business (MB) Zone with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 15th day of November, 2023.



Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

<https://www.ci.moscow.id.us/457/Planning-Zoning-Commission>

Wednesday
November 15, 2023

7:00 PM

Council Chambers
206 E Third Street

Parish called the meeting to order at 7:00 PM

MEMBERS PRESENT: Robb Parish, Chair; Rich Beebe, Scott Gropp, Joel Hamilton, Nels Reese, Victoria Seever, Dennis Wilson
MEMBERS ABSENT: Cole Mize, Sue Scott
OTHERS: Drew Davis
STAFF: Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of October 18, 2023 Minutes (ACTION ITEM)

Hamilton moved for approval of the minutes as written, seconded by Seever. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three (3) minutes.

None.

3. Public Hearing: Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 7.98-Acre Property Proposed to be Annexed into the City of Moscow and Located at 2216 South Main Street. Permit Application LUP2023-0020 (ACTION ITEM)

- 1. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Commercial.*
- 2. Rezoning of the subject property from the combination of the Agriculture Forestry (AF) Zone and the Industrial (I) Zone to the Motor Business (MB) Zone.*

Ray presented the proposed annexation as described above, recommending approval of the rezone and comprehensive plan land use designation with no conditions.

Public Hearing opened at 7:07 PM

Joel Cohen (applicant), Moscow, described his proposed intentions for the property, with the ultimate goal of developing a truck dock.

Shelley Bennett, Moscow, explained that a desired lot division would not be approved within the County, but it meets City standards so that is why an annexation is being pursued.

Public Hearing closed at 7:10 PM

Wilson moved for approval of the Comp Plan Designation and Rezone as recommended, seconded by Beebe. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved for approval of the draft Relevant Criteria and Standards for the Comp Plan Designation and Rezone, seconded by Hamilton. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission meeting report.

The Transportation Commission meeting regularly scheduled for last week was cancelled because of the gas outage in the region.

Ray updated the Commissioners on the Palouse Basic Aquifer Committee topic, which might have Tyler Palmer doing a presentation for the Commission sometime in the Spring.

A future joint meeting with City Council is unlikely to happen before the New year, but is still tentatively scheduled to occur.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

The Planning & Zoning Commission meeting regularly scheduled for November 22, 2023 has been cancelled.

The next meeting is scheduled to occur December 13, 2023.

The regular meeting scheduled for December 27th may also be cancelled.

Parish declared the meeting adjourned at 7:19 PM

Robb Parish, Chair

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING THAT LAND DESCRIBED IN SECTION 2 OF THIS ORDINANCE BE ANNEXED TO THE CITY OF MOSCOW; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance, generally shown on Exhibit “A” attached hereto and incorporated by this reference, is adjacent to City limits on at least one (1) side; and

WHEREAS, the owner of a seven point nine eight (7.98) acre parcel, TATKINMAH LLC, has requested to be annexed into the City of Moscow; and

WHEREAS, Idaho Code Section 50-222 authorizes City annexation of tracts of land adjacent to the City; and

WHEREAS, the Moscow Planning and Zoning Commission held a public hearing regarding this matter on November 15, 2023; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on December 18, 2023;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, 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 Ordinance.

SECTION 2: LEGAL DESCRIPTION.

This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

A tract of land located in Section 19, Township 35 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19;

Thence along the east line of said Section 19, S01°06'54"W, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and the Point of Beginning;

Thence continuing along said east line, S01°06'54"W, 214.81 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;

Thence leaving said east line and continuing along said parcel the following two (2) courses:

N34°49'19"W, 102.26 feet;

Thence N72°24'11"W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;

Thence, along the north line of said parcel the following three (3) courses;

N58°15'48"W, 162.37 feet;

Thence N40°12'46"W, 182.72 feet;

Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;

Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;

Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;

Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;

Thence along the west line of said parcel the following four (4) courses:

N09°36'37"E, 200.00 feet;

Thence N01°15'20"E, 38.70 feet;

Thence N01°42'31"E, 51.92 feet;

Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;

Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;

Thence along said Corporate Boundary the following two (2) courses:

S00°03'15"W, 100.00 feet;

Thence S89°56'45"E, 100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 3: ANNEXATION. The land described in Section 2 of this Ordinance shall be and the same hereby is annexed to the City of Moscow, Idaho and declared a part of the City of Moscow, Idaho; and the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

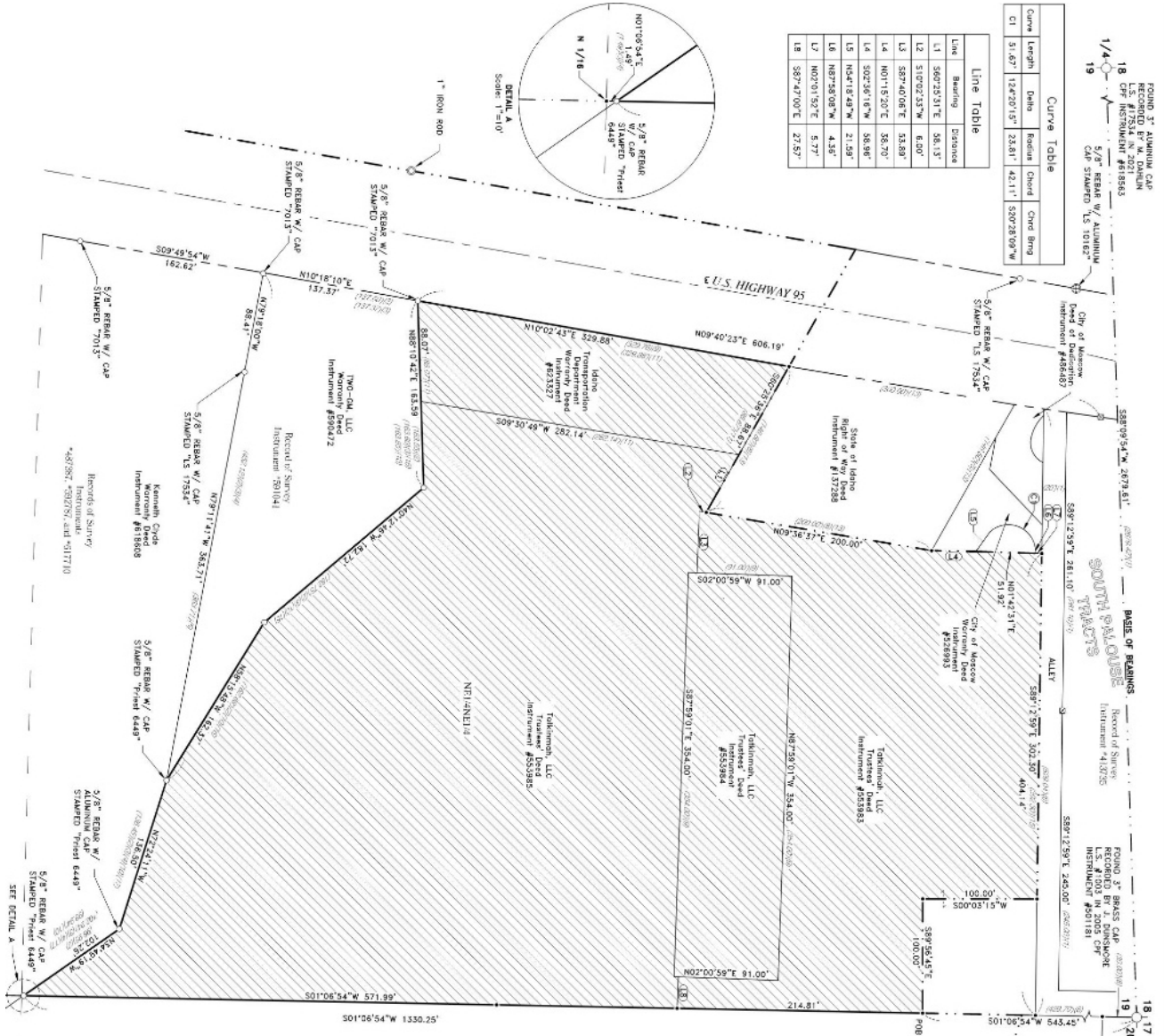
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of December, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT "A"



Section 19, T39N, R5W, BM

- [illegible]

Basin of Bearings—This survey is identified to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found Northwest Corner of Section 19 and the found North Quarter Corner of Section 18, said bearing being S58°35'47" W.

Surveyor Narrative

- [illegible]

Legend

- | | |
|---|---|
|  | Found Monument as Described |
|  | Found 3/8" Diameter Nail w/ Aluminum Cap Stamped "T.S. 17534" |
|  | Found 5/8" Diameter Rebar |
|  | Found 1 1/2" Diameter Rebar w/ Plastic Cap Stamped "Tasmanian T.S. 17534" |
|  | Record Monument Not Found |
|  | Calculated Position |
|  | Point of Beginning |
|  | Record Data - See Survey References |
|  | City of Moose Jaw Corporate Boundary - Existing |
|  | Tie to be Advanced into City of Moose Jaw Corporate Boundary |

____ Lot Line
____ City of Moscow Incorporation Boundary
____ Section Line
____ Section Subdivision Line
____ Containing
____ Right-of-Way

NO. _____ AT THE REQUEST OF:

_____ DATE & HOUR: _____

JULIE FAY
LAPAM COUNTY RECORDER

M. _____
BY _____

SCALE: 1"=60'

10 20 30 40 50 60 70 80 90 100 FEET

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF A SEVEN POINT NINE EIGHT (7.98) ACRE PROPERTY, DESCRIBED IN SECTION 2 OF THIS ORDINANCE, FROM AGRICULTURE FORESTRY (AF) AND INDUSTRIAL (I) TO MOTOR BUSINESS (MB); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance, generally shown on Exhibit “A” attached hereto and incorporated by this reference, is located within the Moscow Area of City Impact; and

WHEREAS, the land described in Section 2 of this Ordinance is currently zoned Agriculture Forestry (AF) and Industrial (I); and

WHEREAS, the proposed change is to adopt the Motor Business (MB) Zone designation; and

WHEREAS, the proposed changes for the property described is consistent with the 2019 Comprehensive Plan; and

WHEREAS, the proposed uses that would be allowed by the proposed zoning are consistent and compatible with the surrounding land uses and provide for the logical, orderly and efficient development of the subject property; and

WHEREAS, on November 15, 2023, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property MB; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this rezoning on December 18, 2023;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, 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 Ordinance.

SECTION 2: LEGAL DESCRIPTION.

This Ordinance shall apply to the following described lands in Moscow, Latah County, Idaho, to-wit:

A tract of land located in Section 19, Township 35 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19;
Thence along the east line of said Section 19, S01°06'54"W, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and the Point of Beginning;

Thence continuing along said east line, S01°06'54"W, 214.81 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;

Thence leaving said east line and continuing along said parcel the following two (2) courses:

N34°49'19"W, 102.26 feet;

Thence N72°24'11"W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;

Thence, along the north line of said parcel the following three (3) courses;

N58°15'48"W, 162.37 feet;

Thence N40°12'46"W, 182.72 feet;

Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;

Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;

Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;

Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;

Thence along the west line of said parcel the following four (4) courses:

N09°36'37"E, 200.00 feet;

Thence N01°15'20"E, 38.70 feet;

Thence N01°42'31"E, 51.92 feet;

Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;

Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;

Thence along said Corporate Boundary the following two (2) courses:

S00°03'15"W, 100.00 feet;

Thence S89°56'45"E, 100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 3: ZONING. That the property described in Section 2 of this Ordinance shall be and the same hereby is zoned Motor Business (MB); and, the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____

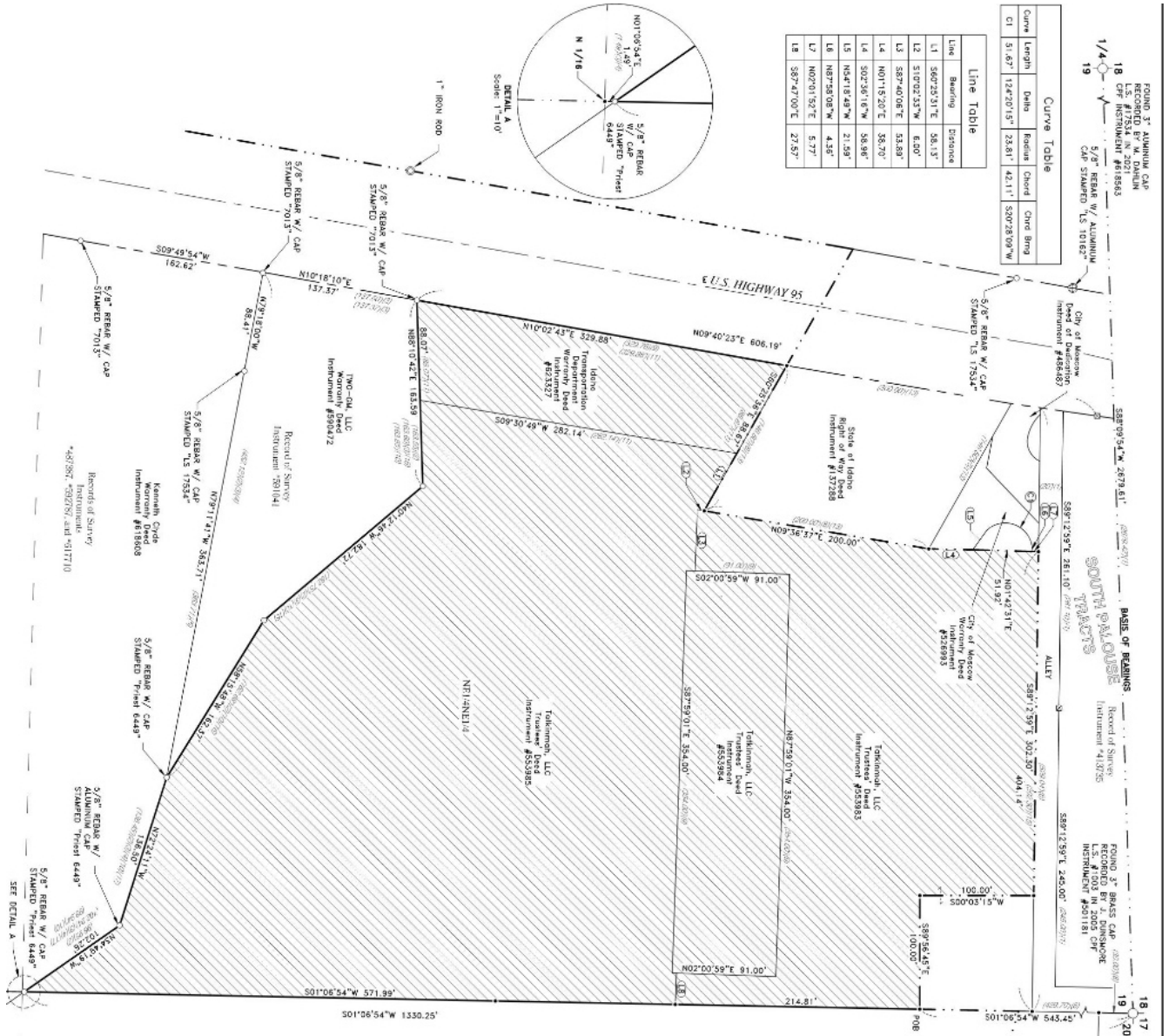
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this _____ day of December, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT “A”



Section 19 TRON PSW BM

Survey References:

- [illegible]

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found Northeast Corner of Section 19 and the found North Quarter Corner of Section 19, said bearing being S89°09'54"W.

Surveyor Narrative

1. The purpose of this survey was to locate, monument and map the portions of the private railroad in Hartree Block, 1535-1537, within Section 19, and create a new parcel, on the Northeast Quarter, The East line of the Northeast Quarter, in Township 26 North, Range 10 East, County of Lincoln, Nebraska, known as the private railroad corridor. The parcels described in this instrument are **§53.0001**, **§53.0002**, and **§53.0003**, and **§53.0004**, and **§53.0005**, and **§53.0006**, and **§53.0007**, and **§53.0008**, and **§53.0009**, and **§53.0010**, and **§53.0011**, and **§53.0012**, and **§53.0013**, and **§53.0014**, and **§53.0015**, and **§53.0016**, and **§53.0017**, and **§53.0018**, and **§53.0019**, and **§53.0020**, and **§53.0021**, and **§53.0022**, and **§53.0023**, and **§53.0024**, and **§53.0025**, and **§53.0026**, and **§53.0027**, and **§53.0028**, and **§53.0029**, and **§53.0030**, and **§53.0031**, and **§53.0032**, and **§53.0033**, and **§53.0034**, and **§53.0035**, and **§53.0036**, and **§53.0037**, and **§53.0038**, and **§53.0039**, and **§53.0040**, and **§53.0041**, and **§53.0042**, and **§53.0043**, and **§53.0044**, and **§53.0045**, and **§53.0046**, and **§53.0047**, and **§53.0048**, and **§53.0049**, and **§53.0050**, and **§53.0051**, and **§53.0052**, and **§53.0053**, and **§53.0054**, and **§53.0055**, and **§53.0056**, and **§53.0057**, and **§53.0058**, and **§53.0059**, and **§53.0060**, and **§53.0061**, and **§53.0062**, and **§53.0063**, and **§53.0064**, and **§53.0065**, and **§53.0066**, and **§53.0067**, and **§53.0068**, and **§53.0069**, and **§53.0070**, and **§53.0071**, and **§53.0072**, and **§53.0073**, and **§53.0074**, and **§53.0075**, and **§53.0076**, and **§53.0077**, and **§53.0078**, and **§53.0079**, and **§53.0080**, and **§53.0081**, and **§53.0082**, and **§53.0083**, and **§53.0084**, and **§53.0085**, and **§53.0086**, and **§53.0087**, and **§53.0088**, and **§53.0089**, and **§53.0090**, and **§53.0091**, and **§53.0092**, and **§53.0093**, and **§53.0094**, and **§53.0095**, and **§53.0096**, and **§53.0097**, and **§53.0098**, and **§53.0099**, and **§53.0100**, and **§53.0101**, and **§53.0102**, and **§53.0103**, and **§53.0104**, and **§53.0105**, and **§53.0106**, and **§53.0107**, and **§53.0108**, and **§53.0109**, and **§53.0110**, and **§53.0111**, and **§53.0112**, and **§53.0113**, and **§53.0114**, and **§53.0115**, and **§53.0116**, and **§53.0117**, and **§53.0118**, and **§53.0119**, and **§53.0120**, and **§53.0121**, and **§53.0122**, and **§53.0123**, and **§53.0124**, and **§53.0125**, and **§53.0126**, and **§53.0127**, and **§53.0128**, and **§53.0129**, and **§53.0130**, and **§53.0131**, and **§53.0132**, and **§53.0133**, and **§53.0134**, and **§53.0135**, and **§53.0136**, and **§53.0137**, and **§53.0138**, and **§53.0139**, and **§53.0140**, and **§53.0141**, and **§53.0142**, and **§53.0143**, and **§53.0144**, and **§53.0145**, and **§53.0146**, and **§53.0147**, and **§53.0148**, and **§53.0149**, and **§53.0150**, and **§53.0151**, and **§53.0152**, and **§53.0153**, and **§53.0154**, and **§53.0155**, and **§53.0156**, and **§53.0157**, and **§53.0158**, and **§53.0159**, and **§53.0160**, and **§53.0161**, and **§53.0162**, and **§53.0163**, and **§53.0164**, and **§53.0165**, and **§53.0166**, and **§53.0167**, and **§53.0168**, and **§53.0169**, and **§53.0170**, and **§53.0171**, and **§53.0172**, and **§53.0173**, and **§53.0174**, and **§53.0175**, and **§53.0176**, and **§53.0177**, and **§53.0178**, and **§53.0179**, and **§53.0180**, and **§53.0181**, and **§53.0182**, and **§53.0183**, and **§53.0184**, and **§53.0185**, and **§53.0186**, and **§53.0187**, and **§53.0188**, and **§53.0189**, and **§53.0190**, and **§53.0191**, and **§53.0192**, and **§53.0193**, and **§53.0194**, and **§53.0195**, and **§53.0196**, and **§53.0197**, and **§53.0198**, and **§53.0199**, and **§53.0200**, and **§53.0201**, and **§53.0202**, and **§53.0203**, and **§53.0204**, and **§53.0205**, and **§53.0206**, and **§53.0207**, and **§53.0208**, and **§53.0209**, and **§53.0210**, and **§53.0211**, and **§53.0212**, and **§53.0213**, and **§53.0214**, and **§53.0215**, and **§53.0216**, and **§53.0217**, and **§53.0218**, and **§53.0219**, and **§53.0220**, and **§53.0221**, and **§53.0222**, and **§53.0223**, and **§53.0224**, and **§53.0225**, and **§53.0226**, and **§53.0227**, and **§53.0228**, and **§53.0229**, and **§53.0230**, and **§53.0231**, and **§53.0232**, and **§53.0233**, and **§53.0234**, and **§53.0235**, and **§53.0236**, and **§53.0237**, and **§53.0238**, and **§53.0239**, and **§53.0240**, and **§53.0241**, and **§53.0242**, and **§53.0243**, and **§53.0244**, and **§53.0245**, and **§53.0246**, and **§53.0247**, and **§53.0248**, and **§53.0249**, and **§53.0250**, and **§53.0251**, and **§53.0252**, and **§53.0253**, and **§53.0254**, and **§53.0255**, and **§53.0256**, and **§53.0257**, and **§53.0258**, and **§53.0259**, and **§53.0260**, and **§53.0261**, and **§53.0262**, and **§53.0263**, and **§53.0264**, and **§53.0265**, and **§53.0266**, and <

Legend

- | | |
|--|--|
| | Found Monument as Described |
| | Sat 5/8" Diameter Nail w/ Aluminum Cap Shipped T.C.S. 1934A |
| | Found 5/8" Diameter Nail |
| | Sat 1 1/2" Diameter Nail w/ Plastic Cap Shipped T.C.S. 1934A |
| | Record Monument Not Found |
| | Calculated Position |
| | Point of Beginning |
| | Record Data – See Survey References |
| | City of Moscow Corporate Boundary – Existing |
| | Treat to be Annexed into City of Moscow Corporate Boundary |
| | Lot Line |
| | City of Moscow Incorporation Boundary |
| | Section Line |
| | Section Subdivision Line |
| | Centerline |
| | Right-of-Way |

NO. _____ AT THE REQUEST OF:

DATE & HOUR:

LATAH COUNTY RECORD

RESOLUTION 2023 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE COMPREHENSIVE PLAN LAND USE DESIGNATION OF A SEVEN POINT NINE EIGHT (7.98) ACRE PROPERTY ANNEXED INTO THE CITY OF MOSCOW, LEGALLY DESCRIBED IN SECTION 1 OF THIS RESOLUTION, AS AUTO-URBAN COMMERCIAL; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, TATKINMAH LLC, the owner of a seven point nine eight (7.98) acre parcel generally shown on Exhibit “A” attached hereto and incorporated by this reference, has requested to be annexed into the City of Moscow; and

WHEREAS, in accordance with Idaho Code § 50-222 and Idaho Code Title 67, Chapter 65, the City must determine the appropriate Comprehensive Plan Land Use Designation for the subject property upon annexation; and

WHEREAS, the subject property is currently located within the City of Moscow Area of City Impact and is designated as Auto-Urban Commercial upon the City of Moscow Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a duly noticed public hearing on November 15, 2023, recommended that the Comprehensive Plan Land Use Designation of the subject property be Auto-Urban Commercial upon annexation into the City of Moscow; and

WHEREAS, the Moscow City Council conducted a public hearing on December 18, 2023, and passed a motion to approve the designation of the subject property as Auto-Urban Commercial upon Annexation;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

SECTION 1: That the Comprehensive Plan Land Use Designation of the seven point nine eight (7.98) acre property legally described below, be designated as Auto-Urban Commercial upon annexation into the City of Moscow, Idaho.

A tract of land located in Section 19, Township 35 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the Northeast Corner of said Section 19;
Thence along the east line of said Section 19, S01°06'54"W, 543.45 feet, to a point on the City of Moscow Corporate Boundary, City of Moscow Ordinance 2023-01, Instrument #627343, Latah County records, and the Point of Beginning;

Thence continuing along said east line, S01°06'54"W, 214.81 feet, to a point on the north line of a parcel described in Trustees' Deed, Instrument #553985, Latah County Records;

Thence continuing along said east line, S01°06'54"W, 571.99 feet, to a point on the north line of a parcel described in Warranty Deed, Instrument #618608;

Thence leaving said east line and continuing along said parcel the following two (2) courses:

N34°49'19"W, 102.26 feet;

Thence N72°24'11"W, 136.50 feet, to the southeast corner of a parcel described in Warranty Deed, Instrument #590472, Latah County Records;

Thence, along the north line of said parcel the following three (3) courses;

N58°15'48"W, 162.37 feet;

Thence N40°12'46"W, 182.72 feet;

Thence S88°10'42"W, 163.59 feet, to a point on the east right-of-way of U.S. Highway 95;

Thence along said right-of-way, N10°02'43"E, 329.88 feet, to the northwest corner of a parcel described in Warranty Deed, Instrument #623327, Latah County Records;

Thence leaving said east right-of-way and along the north line of said parcel, S60°25'36"E, 88.67 feet, to a point on the west line of the parcel described in said Trustees' Deed, Instrument #553985;

Thence, S60°25'31"E, 58.13 feet, to a point on the west line of a parcel described in Trustees' Deed, Instrument #553983;

Thence along the west line of said parcel the following four (4) courses:

N09°36'37"E, 200.00 feet;

Thence N01°15'20"E, 38.70 feet;

Thence N01°42'31"E, 51.92 feet;

Thence N02°01'52"E, 5.77 feet, to the northwest corner of said parcel;

Thence along the north line of said parcel, S89°12'59"E, 302.30 feet, to a point on said City of Moscow Corporate Boundary;

Thence along said Corporate Boundary the following two (2) courses:

S00°03'15"W, 100.00 feet;

Thence S89°56'45"E, 100.00 feet, to the Point of Beginning.

Said tract contains 7.98 acres, more or less.

SECTION 2: SEVERABILITY. Provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

SECTION 3: EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____

Maureen Laflin _____
Drew Davis _____
Julia Parker _____

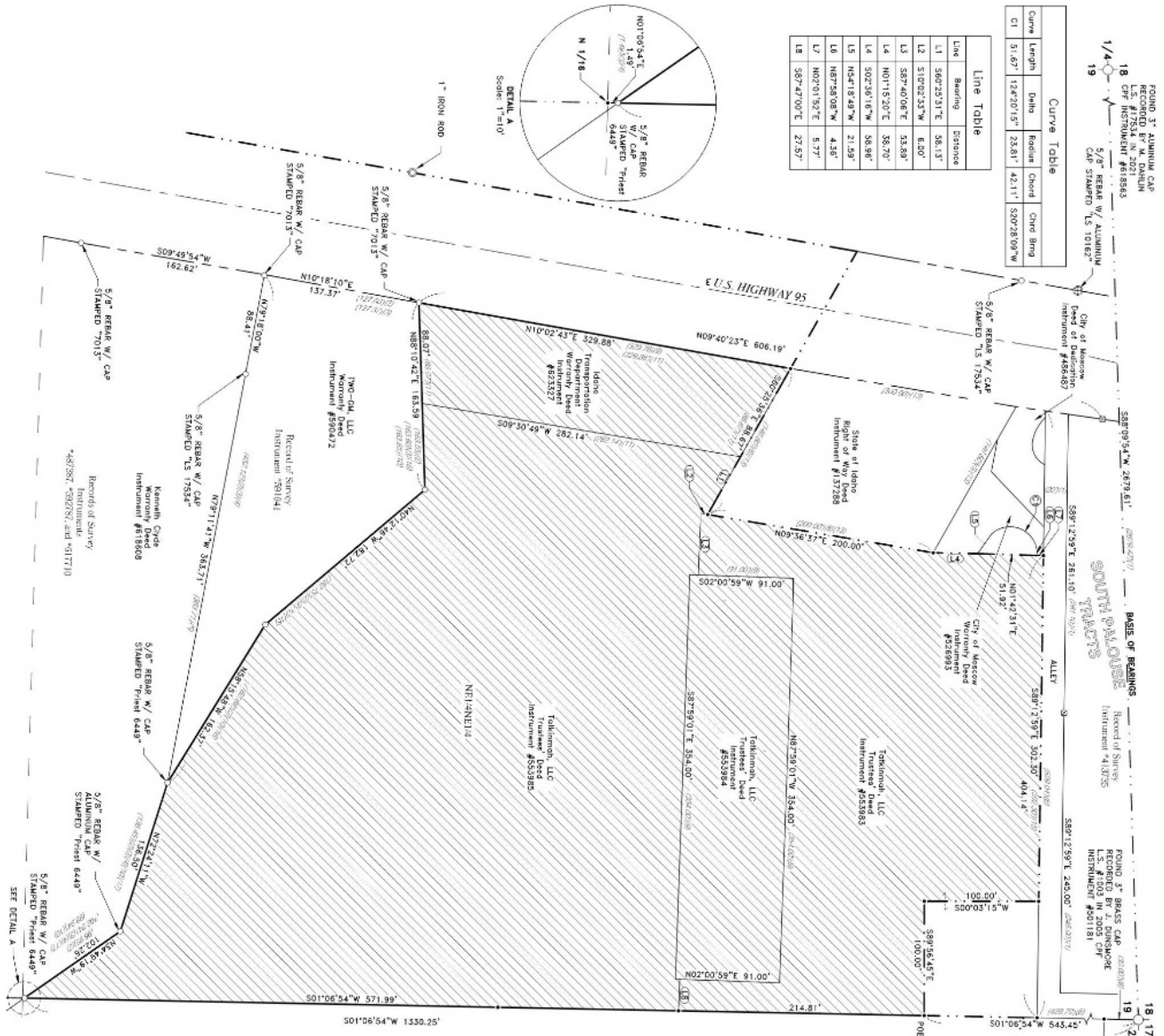
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this _____ day of December, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT “A”



Section 19, T39N, R5W, BM

- Survey References:

- [illegible]

Surveyor's Certificate

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 Steven Fountain in July 2023.

Basis of Bearings

Coordinate System, West Zone, NAD 83 as shown between the found Northeast Corner of Section 19 and the found North Quarter Corner Section 19, said bearing being S85°05'54"W.

Surveyor Narrative

1. The purpose of this survey was to locate, inventory and map the portions of the parcel described in *Tarrantes' Deed*, instrument #553693, and *Tarrantes' Deed*, instrument #553695.
2. The first portion of the Northeast quarter of the Northeast quarter of Section 19 was located to establish the basis of bearings at primary boundary corner. The parcels described in *Tarrantes' Deed*, instrument #553693, and *Tarrantes' Deed*, instrument #553695 were added to project plots and located accordingly.
3. The parcel described in *Tarrantes' Deed*, instrument #553684 was completely incorporated into the new parcel boundary, and was not included in this survey.
4. The survey was made using U.S. 0.5 inch of the parcel described in *Warranty Deed*, instrument #552527, or being adjacent to another the location of the highway boundary. Adjustments to the north of these monuments were drawn according to record

Legend

- | | |
|-------|--|
| | Found Monument as Described
S at 5/8" Contingency N/A/
N 15° E 15' 0" S |
| | Found 5/8" Diameter Rebar |
| | Sat 11/7" Contingency /
Shimmed "Trenchment Pits 175x4" |
| | Record Monument Not Found |
| | Calculated Position |
| P98 | Point of Beginning |
| (637) | Record Data - See Survey References
City of Moscow Corporate Boundary -
Ceding |
| | Treat to be annexed into City of Moscow
Corporate Boundary |

NO. _____ AT THE REQUEST OF:

DATE & HOUR: _____

JULIE FRY
LATAH COUNTY RECORDER

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 18, 2023



AGENDA ITEM TITLE

City Limits Ordinance (ACTION ITEM) - Scott Bontrager

RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

Cody Riddle, Deputy City Supervisor - Community Development

DESCRIPTION

Idaho Code Section 63-215 states that taxing districts that alter their boundaries must prepare and file the legal description and map of the new district boundary within 30 days of the amendment or no later than the tenth day of January of the year following the alteration. The City recently amended the City boundary through the annexations of 2216 S Main Street on December 18th, 2023. Staff has prepared a new City Limits ordinance which includes the updated legal description and boundary map for the Council's approval and transmission to the State Tax Commission and Latah County Recorder and Assessor offices.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. City Limit Ord 2024 (end 2023)_Final

ORDINANCE NO. 2023-__

AN ORDINANCE AMENDING ORDINANCE NO. 2023-01 OF THE CITY OF MOSCOW, IDAHO, ESTABLISHING AND DECLARING IN THIS ORDINANCE THE CORPORATE LIMITS OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO RELATING TO THE ESTABLISHMENT OF THE BOUNDARIES AND THE ANNEXATION OF ADJACENT AND CONTIGUOUS TERRITORY; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1: The City of Moscow, Latah County, Idaho, shall embrace, include and contain within its corporate limits all the territory embraced, included and encompassed within the lines and boundaries of this Ordinance bounded and described herein.

SECTION 2: The boundaries and corporate limits of the City of Moscow, Latah County, State of Idaho, are hereby established and ordained to be as follows:

Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34'31"E 2661.74 feet, along the south line of said Section 16; thence N00°02'41"E 388.57 feet along the centerline of a vacated 80' wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22'43"E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14'20"W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence along said State Highway right-of-way line, easterly 347.39 feet along a curve concave to the north, said curve having a radius of 3850.00 feet, a central angle of 05°10'11", and a chord bearing N68°54'52"E 347.27 feet; thence continuing along said southerly right-of-way line, N66°19'47"E 398.81 feet; thence leaving said southerly right-of-way line, N23°40'13"W 70.00 feet, perpendicular to said line, to the northerly right-of-way line of said State Highway 8; thence N00°33'03"W 701.73 feet along the centerline of a vacated 80 foot wide right-of-way situated between Lot 34 and Lot 35 of said Plat of Section 16; thence North 660.00 feet along the centerline of a vacated 80 foot wide right-of-way situated between Lot 30 and Lot 31 of said Plat of Section 16; thence East 40.00 feet to the southwest corner of Lot 18 of said Section 16; thence East 620.00 feet along the south boundary of said Lot 18; thence North 620.00 feet along the east boundary of said Lot 18; thence continuing North 80.00 feet to the northern right-of-way line of a vacated 80.00 foot

wide East and West right-of-way and the southwest corner of Lot 16 of said Section 16; thence along the south line of said Lot 16, S89°44'48"E, 67.50 feet; thence N38°51'29"E, 453.99 feet; thence 196.95 feet along a curve to the right, said curve having a Delta = 56°25'19", Radius = 200.00 feet, Chord = 189.09 feet, and a Chord Bearing N22°55'51"W; ; thence 33.38 feet along a curve to the left, said curve having a Delta = 54°38'37", Radius = 35.00 feet, Chord = 32.13 feet, and a Chord Bearing N22°02'40"W; thence N49°22'09"W, 41.82 to the southeasterly right-of-way line of Robinson Park Road; thence along said southeasterly right-of-way line the following four courses to the west line of said lot 16: thence S44°33'34"W 23.38 feet; thence S48°51'41"W 95.93 feet; thence S51°33'54"W 162.26 feet; thence S52°25'47"W 19.77 feet; thence along said west line of Lot 16 N0°30'12"E 62.52 feet to the northerly right-of-way of Robinson Park Road; thence S52°25'20"W 134.10 feet along said northerly right-of-way of Robinson Park Road; thence S55°14'23"W 91.29 feet along said northerly right-of-way of Robinson Park Road; thence S57°37'02"W 89.50 feet along said northerly right-of-way of Robinson Park Road; thence S61°12'19"W 169.28 feet along said northerly right-of-way of Robinson Park Road; thence S64°18'07"W 253.35 feet along said northerly right-of-way of Robinson Park Road to a point on the easterly boundary of Moser Estates Fifth Addition to the City of Moscow, as shown on the plat of said addition recorded as Instrument No. 410298, records of Latah County, Idaho; thence N00°38'27"E 12.69 feet along the easterly boundary of said Moser Estates Fifth Addition to a point on the northerly right-of-way line of Robinson Park Road; thence southwesterly along said northerly right-of-way line 35.00 feet along a curve concave to the northwest, said curve having a radius of 1210.00 feet, a central angle of 1°39'27", and a chord bearing S69°11'12"W 35.00 feet; thence N14°43'57"E 133.79 feet along said easterly boundary of the Moser Estates Fifth Addition to a point on the easterly right-of-way line of a dedicated 80.00 foot wide public right-of-way as shown on the original plat of Section Sixteen, Township 39 North, Range 5 East, Boise Meridian, as recorded in Book 2 of Plats, Page 36 in the office of said Latah County Recorder; thence N00°38'27"E 1140.78 feet along said easterly right-of-way line, said line also being the westerly boundary line of the Hyden tract as described in Instrument Number 386319 recorded with said Recorder's office to the north line of said Section 16; thence N89°29'38"W 40.66 feet along said north line to the southeast corner of the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N00°29'30"E 1313.64 feet along the east line of said SW1/4 SE1/4 Section 9 the northeast corner of said SW1/4 SE1/4; thence continuing N00°29'30"E 11.47 feet along the east line of the NW1/4 SE1/4 of said Section 9; thence southwesterly along the northerly boundary of a parcel of land annexed by Ordinance No.2009-11 the following courses: S81°16'20"W 63.83 feet, S77°18'21"W 57.22 feet, and S69°12'15"W 132.71 feet; thence N89°30'22"W 556.64 feet along a line southerly of, parallel with, and 60.00 feet distant (as measured perpendicularly) of the north line of said SW1/4 SE1/4 Section 9; thence N60°04'39"E 30.00 feet along the proposed easterly boundary of Moser Park; thence N17°41'40"W 47.17 feet along said proposed park boundary to a point on the north line of said SW1/4 SE1/4 Section 9; thence N54°54'38"W 84.31 feet; thence N77°00'00"W 385.00 feet; thence N00°43'51"E

171.17 feet; thence S77°00'00"E 10.00 feet; thence N13°00'00"E 120.00 feet; thence N77°00'00"W 126.86 feet to a point on the west line of the northwest quarter of the southeast quarter of said Section 9; thence N00°43'51"E, along said west line, 711.58 feet to the southwest corner of a parcel of land described in Book of Deeds No. 145, page 61, records of Latah County, Idaho; thence S89°30'E 150.00 feet to the southeast corner of said parcel; thence North 120.00 feet to the northeast corner of said parcel, said corner also being on the south right-of-way line of "D" Street; thence, continuing North 60.00 feet, to the north right-of-way line of "D" Street; thence N89°30'W 150.00 feet, along said north right-of-way line, to the southeast corner of Lot "H" of Schumacher's Addition to the City of Moscow, Latah County, Idaho as recorded in Book 3 of Plats, page 9 in the office of the County Recorder of said county and state, said southeast corner also being the southeast corner of Lot 2, Block 8 of Val Halla Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 4, in the office of the County Recorder of said county and state and also being on the longitudinal centerline of Section 9, Township 39 North, Range 5 West, Boise Meridian; thence N00°03'30"W 1004.70 feet, along said centerline, to a point S89°26'E 79.13 feet of the southeast corner of Stokes Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 29 in the office of the County Recorder of said county and state, said point also being the northeast corner of Lot "H" and/or the southeast corner of Lot "G" of said Schumacher's Addition and also being the southeast corner of the William A. Flack (City of Moscow, Idaho) property; thence N00°03'30"W 253.44 feet, along the east line of said Lot "G" and/or said longitudinal centerline to the northeast corner of said Lot "G" to the South Line of the Northwest Quarter of the Northeast Quarter of Section 9; thence S89°29'31"E along said south line a distance of 994.53 feet, said point also being the southeast corner of property described in Instrument No. 577606, records of Latah County, Idaho; thence N00°08'23"E a distance of 1314.96 feet, along the eastern boundary of said property to a point on the north line of Section 9; thence N89°22'17"W along north line of Section 9 a distance of 834.55 feet; thence S00°37'43"E a distance of 105.07 feet; thence S80°49'46"W a distance of 20.30 feet, thence N00°37'43"W a distance of 108.53 feet to a point on the north line of Section 9, thence N89°22'17"W along north line of Section 9 a distance of 140.00 feet, said point being a brass cap monument marking the North Quarter Corner of Section 9; thence N00°03'30"W 30.00 feet to the quarter corner on the north line of Section 9, Township 39 North, Range 5 West, Boise Meridian, said point also being the south quarter corner of Section 4, Township 39 North, Range 5 West, Boise Meridian and also being on the centerline of Mountain View Road; thence N00°20'44"W 30.00 feet along the longitudinal centerline of said Section 4, to an intersection with the north right-of-way line of Mountain View Road extended; thence N89°15'49"W 699.96 feet, along said extension and along said right-of-way line and 30.00 feet North of and parallel to the south line of said Section 4; thence South 60.00 feet and crossing Mountain View Road to an intersection with the north line of said Lot "G" of said Schumacher's Addition, said point also being on the south right-of-way line of said Mountain View Road; thence South 773.73 feet to an intersection with the north line of said Stokes Addition; thence N89°15'49"W 298.00 feet, along said north line, to an intersection with the east line of Paradise Meadows

Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 38 in the office of the County Recorder of said county and state, said point also being on the east line of Lot "C" of said Schumacher's Addition and also being the northwest corner of said Stokes Addition; thence North 268.20 feet, along said east line of said Paradise Meadows Addition, to the northeast corner of said addition, said corner also being the northeast corner of Lot "C" and the southeast corner of Lot "D" of said Schumacher's Addition; thence North 267.05 feet to the northeast corner of said Lot "D", said point also being the southeast corner of Lot "F" of said Schumacher's Addition; thence N89°15'49"W 990.0 feet to the southwest corner of said Lot "F", said corner also being an east corner of Lot 12 of the Cosner Subdivision of Portions of Lots "D" and "E" of the Schumacher's Addition to Latah County, Idaho as recorded in Book 5 of Plats, page 1 in the office of the County Recorder of said county and state; thence North 118.76 feet, along the west line of said Lot "F" and/or the east line of said future Lot 12, to the northeast corner of said future Lot 12; thence N89°15'49"W 315.12 feet, along the north line of said Lot 12 and the north line of Lot 11 of said Cosner Subdivision, to the southeast corner of the west one half (1/2) of the north one half (1/2) of said Lot "E" of Schumacher's Addition; thence North 118.92 feet, along the east line of said west one half (1/2) of the north one half (1/2) of said Lot "E", to the intersection with the south right-of-way line of Mountain View Road; thence North 60.00 feet to the north right-of-way line of Mountain View Road; thence N89°15'49"W 13.40 feet along said north right-of-way line; thence N00°06'33"E 1292.18 feet along the east boundary of the Slonaker tract as recorded in Warranty Deed No. 464459 on file with the office of the County Recorder of said county and state, to a point on the north boundary of the southwest quarter of the southwest quarter of said Section 4; thence along said north boundary of the southwest quarter of the southwest quarter of said Section 4 S89°15'49"E 128.60 feet; thence leaveing said north boundary of the southwest quarter of the southwest quarter of said Section 4, N11°46'56"E, 451.41 feet; thence N06°49'06"W 178.24 feet; thence N33°59'44"W 362.10 feet; thence N52°37'35"W 93.86 feet; thence S44°30'49"W 116.84 feet; thence N43°24'33"W 221.88 feet; thence N88°29'08"W 67.38 feet; thence S65°18'17"W 205.20 feet; thence S46°22'38"W 136.09 feet; thence S46°22'35"W 140.72 feet; thence N33°52'04"W 15.65 feet; thence S56°07'56"W 28.37 feet; thence S30°45'45"E 34.23 feet; thence S00°01'35"W 385.00 feet; thence S32°54'25"E 209.16 feet; thence S00°48'15"W 125.90 feet; thence S84°54'56"E 10.83 feet; thence S03°36'03"W 178.24 feet, to a point on the north boundary of the southwest quarter of the southwest quarter of said Section 4; thence West 159.34 feet, along the north line of said southeast quarter of the southeast quarter; thence N37°48'19"W 797.04 feet, along the westerly boundary of the Trail Tract as described in Instrument No. 268495 as recorded in said office of the Latah County Recorder; thence North 480.75 feet, along the west line of said Trail Tract, to the south right-of-way line of Arborcrest Road; thence East 99.00 feet, along said right-of-way line; thence North 944.52 feet, along the east right-of-way line of said Arborcrest Road; thence N58°46'54"E 270.11 feet, along the northerly boundary of said Trail tract to a point on the southerly right-of-way line of Trail Road; thence North 29.23 feet to a point on the centerline of said Trail road, said point being North 907.50 feet and East 660.00 feet from the southwest corner of the southeast quarter of the northeast quarter of said Section 5; thence North 1534.50 feet, along the

west boundary of said Trail Tract, to the north line of said Section 5, thence West 660.00 feet to the northwest corner of the northeast quarter of the northeast quarter of said Section 5; thence continuing West, along said north line, 30.00 feet to the west right-of-way line of Orchard Avenue; thence South 1452.00 feet along said west right-of-way line, parallel to and 30.00 feet West of the west line of the west half of the northeast quarter of said Section 5; thence East 5.00 feet, along said west right-of-way line; thence South 495.00 feet, along said west right-of-way line; parallel to and 25.00 feet West of the west line of the southeast quarter of the northeast quarter of said Section 5; thence West 8.00 feet, along said west right-of-way line; thence South 495.00 feet along said west right-of-way line, parallel to and 33.00 feet West of said west line of the southeast quarter of the northeast quarter to a point on the north line of the northwest quarter of the southeast quarter of said Section 5; thence N89°39'37"W 1282.38 feet to the northwest corner of the NW1/4 SE1/4 of said Section 5, said point being a brass cap monument; thence N89°39'37"W 1010.70 feet along the north line of the southwest quarter of said Section 5 to a point on the North Polk Extension Water and Sewer District boundary; thence North 200.00 feet along said district boundary; thence N89°39'37"W 229.43 feet along said district boundary to the centerline of North Polk Street; thence S01°34'23"W 67.38 feet along said centerline; thence N88°58'06"W 25.25'; thence N83°51'55"W 38.85'; thence S77°45'57"W 20.30'; thence S50°01'38" 42.82'; thence S38°18'17"W 24.98'; thence S06°05'15"W 86.51 feet to a point on the north line of said southwest quarter of Section 5; thence N89°39'37"W 1261.75 feet along said north line to the northwest corner of said southwest quarter of Section 5; thence N89°14'23"W 72.56 feet to the west right-of-way line of U.S. Highway 95; thence S00°45'37"W 734.16 feet along said right-of-way line; thence continuing along said right-of-way line southeasterly 52.28 feet along a non-tangent curve concave to the southwest, said curve having a radius of 623.67 feet, a central angle of 04°48'09", and a chord bearing S21°44'23"E 52.26 feet; thence continuing along said right-of-way line S0°45'35"W 346.94 feet; thence leaving said highway right-of-way line N78°52'45"W 75.35 feet to a point on the easterly line of an abandoned railroad right-of-way; thence N06°11'15"E 115.00 feet along said abandoned railroad right-of-way line; thence N42°33'45"W 336.50 feet; thence S89°52'15"W 986.78 feet; thence S00°51'15"W 1334.92 feet to a point, said point on a line parallel with and 124.67 feet northeasterly (as measured perpendicularly) distant from the easterly right-of-way line of North Almon Street; thence N35°09'45"W 149.77 feet along said parallel line, to a southeast corner of the KRPL, Inc. property as described in Instrument No. 254326, records of Latah County, Idaho; thence North 324.90 feet; thence S86°30'W 224.78 feet, to a point on a non-tangent curve on the east right-of-way line of North Almon Street, said point being the northwest corner of said KRPL, Inc. property; thence southerly 35.79 feet, along a curve concave to the east, said curve having a radius of 425.00 feet, a central angle of 04°49'30", and a chord bearing S00°35'36"E 35.78 feet; thence S03°01'E 116.23 feet, along said east right-of-way line, to a point of curvature of a tangent curve; thence southeasterly 158.39 feet along a curve concave to the east, said curve having a radius of 275.00 feet, a central angle of 33°00', and a chord bearing S19°31'E 156.21; thence S36°01'E 472.78 feet, along said east right-of-way line; thence S37°41'E 110.37 feet, along said east right-

of-way line; thence leaving said right-of-way line, S86°30'W 72.53 feet to a point on the westerly right-of-way line of said North Almon Street and the northeast corner of the Harry Lee tract described in Warranty Deed No.309520 as recorded in said office of the Latah County Recorder; thence continuing S86°30'W 924.27 feet to the northwest corner of said Harry Lee tract; thence S03°30'E 209.06 feet along the west boundary of said tract to a point on the north line of Section 7, Township 39 North, Range 5 West, Boise Meridian; thence S86°30'W 411.00 feet along said north line to the north 1/4 corner said Section 7; thence S00°10'E 1323.70 feet on the longitudinal centerline of said Section 7 to the southwest corner of the NW1/4 NE1/4 of said Section 7; said point also being the northeast corner of an easement described in Instrument No.223148 filed with said County Recorder; thence S86°24'W 1354.21 feet to the northwest corner of the SE1/4 NW1/4 of said Section 7; thence South 556.80 feet along the west boundary line of said SE1/4 NW1/4; thence S86°27'W 1355.77 feet, parallel with the south line of the SW 1/4 NW 1/4 of said Section 7, to a point on the west boundary line of said SW1/4 NW1/4; thence S88°35'30"W 1194.84 feet parallel with the north boundary line of the Palouse Empire Mall property; thence South 845.45 feet; thence West 1035.00 feet; thence North 820.00 feet; thence S88°35'30"W 413.24 feet to the longitudinal centerline of Section 12, Township 39 North, Range 5 West, Boise Meridian; thence S00°08'36"E 725.45 feet, along said centerline, to the northwest corner of a 20 foot wide private road described in Warranty Deed No.225351, records of Latah County; thence N89°51'24"E 20.00 feet, along the north line of said private road; thence S00°08'36"E 966.49 feet, along the east boundary of said private road; thence S89°51'24"W 20.00 feet to the northeast corner of the U-Haul Company tract, said point also being a point on the longitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian, and also being an east corner of a tract annexed by Ordinance No. 83-13; thence N00°08'36"W 933.49 feet, along said centerline and/or the east line of the tract annexed by said Ordinance No. 83-13, to the northeast corner of said tract, said corner being a point on the latitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian; thence S89°56'48"W 764.34 feet, along said centerline and/or the north line of said tract, to a point being the southeast corner of a tract annexed by Ordinance No. 2017-03; thence N30°49'55"E 500.70 feet, to a point being the northeast corner of said tract; thence N89°01'11"W 1127.75 feet, to a point being the northwest corner of said tract and also being a point on the Idaho-Washington state line; thence S00°58'04"W 434.48 feet, along said state line to the west 1/4 corner of said Section 12 and/or the northwest corner of said tract; thence S00°12'02"E 1460.87 feet, along said state line, to an intersection with the north right-of-way line of State Highway No. 8, said point being the southwest corner of the Appaloosa Horse Club tract; thence S00°12'02"E 140.00 feet, crossing said highway, to an intersection with the south right-of-way of said highway; thence S00°12'02"E, along said state line, 169.83 feet to the south right-of-way line of the Burlington Northern Railway Company; thence S00°12'02"E, continuing along said state line, 3470.77 feet to the northwest corner of the southwest quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence N89°31'16"E 4048.56 feet to the west quarter corner of said Section 13; thence S00°10'E, 2622.00 feet to the southeast corner of said Section 13; thence N87°08'E

803.10 feet, along the north boundary of the Gadwa tract described in Warranty Deed No.447149, records of Latah County, said boundary being along the south line of Section 18, Township 39 North, Range 5 West, Boise Meridian; thence S00°24'00"E 419.23 feet, along the east boundary of said Gadwa tract, to the north right-of-way line of Palouse River Drive; thence S82°54'54"W 175.25 feet, along said north right-of-way line; thence continuing along said right-of-way line, 234.58 feet along a curve to the right, said curve having a radius of 1238.11 feet, a central angle of 10°51'21", and a chord bearing S88°20'34"W 234.23 feet; thence continuing along said right-of-way line, N86°13'45"W 354.67 feet; thence leaving said right-of-way line, S03°49'25"W 25.00 feet to a point on the centerline of Palouse River Drive; thence along said centerline N85°50'16"W 46.20 feet to a point on the west line of Section 19; thence along said west line of Section 19 S00°05'50"E 127.18 feet. Thence along said west line of Section S00°04'52"W 1346.19'; thence leaving said west line of Section 19 N89°53'16"E 444.18'; Thence N31°02'30"E 467.38'; Thence N21°01'42"W 349.08'; thence S42°59'48"E 154.47 feet; thence N39°49'22"E 89.57 feet; thence N86°12'55"E 60.64 feet; thence S12°42'46"E 92.76 feet; thence S42°19'15"E 321.05 feet; thence S23°58'51"E 286.66 feet; thence S30°06'10"E 267.43 feet; thence S00°05'27"E 924.82 feet; thence S61°57'36"W 1200.03 feet to a point on the west line of Section 19; thence along said west line of Section 19 S00°04'50"E 1997.15 feet to the Northwest corner of Section 30; thence along the west line of Section 30 S00°00'13"E 658.53 feet; thence departing the west line of section 30 N86°35'15"E 1631.19 feet; thence N00°31'32"W 669.64 feet to a point on the north line of Section 30; thence along the south line of section 19 N86°06'52"E 1067.81 feet to the southwest corner of the southeast quarter of said Section 19; thence along the south line of said Section 19, S89°48'44"E, 1292.13 feet to the west right-of-way line of US Highway 95; thence north along west right-of-way line of US Highway 95 N10°02'37"E, 167.76 feet to the southeast corner of parcel of land described in Warranty Deed, Record No. 579983 in the records of Latah County, Idaho; thence along the south line of said parcel N78°03'33"W, 186.11 feet, thence along southwest line of said parcel N25°36'20"W, 39.50 feet, thence along west line to the northwest corner of said parcel N03°13'01"W, 322.09 feet; thence along the north line of said parcel N83°24'08"E, 295.28 feet to the west right-of-way line of U.S. Highway 95; thence leaving said right-of-way line S79°57'23"E, 125.00 feet to the east line of U.S. Highway 95; thence N10°02'37"E, 114.81 feet along east line of U.S. Highway 95; thence continuing along east line of U.S. Highway 95 N79°57'23"W, 25.00 feet to highway station 1299+50, 50.00 feet right; thence continuing along east line of U.S. Highway 95 N10°02'37"E, 2765.23 feet; thence leaving east line of U.S. Highway 95 N79°57'23"W, 100.00 feet to the west line of said highway and the southeast corner of parcel described in Warranty Deed, Instrument No. 381241 in the records of Latah County, Idaho; thence along the south line of said parcel S87°46'37"W, 138.10 feet to the southwest corner; thence along the southwest line of said parcel N29°55'23"W, 245.90 feet; thence along west line of said parcel N04°59'37"E, 128.33 feet to the northwest corner; thence N87°49'49"E, 0.51 feet; thence N86°46'E 317.70 feet, parallel with the south line of the Dexter Bailey tract as recorded in Book of Deeds 163, page 92, records of Latah County, Idaho, to a point on said western right-of-way line of U.S. Highway 95; thence N09°02'E 346.00 feet, along said western right-of-way line, to the southeast corner of

said Dexter Bailey tract; thence continuing N09°02'E 220.00 feet, along said right-of-way line, to the southeast corner of Plot 1 of said Allen Tracts; thence continuing N09°02'E, 374.80 feet, along said right-of-way line; thence S61°03'E 146.80 feet and crossing U.S. Highway 95 to a point on the easterly right-of-way line of said highway; Thence S10°02'43"W, 328.88 feet to the southwest corner of a parcel; thence along the north line of a parcel described in Warranty Deed, Instrument #590472 in the following three courses; thence N88°10'42"E 163.59' feet; thence S40°12'46"E 182.72' feet; thence S58°15'48"E 162.37 feet. Thence leaving said east line and continuing along in the following two courses; thence S72°24'11"E 136.50 feet; thence S34°49'19"E 102.26 feet to the east line of Section 19, Township 39 North, Range 5 West, Boise Meridian;. Thence continuing N01°06'54"E 571.99 feet to a point on the north line of a parcel described in Warranty Deed, Instrument #618608; thence N01°06'54"E, 301.80 feet. Thence S72°15'E 1205.47 feet; thence N87°45'E 1537.60 feet, to a point on the longitudinal centerline of Section 20, Township 39 North, Range 5 West, Boise Meridian; thence N00°03'W 757.41 feet to the north 1/4 corner of said Section 20; thence S89°30'24"E 2659.84 feet along the south line of Section 17, Township 39 North, Range 5 West, Boise Meridian, to the southeast corner of said Section 17 and the point of beginning of the land herein described. Said corporate boundary, including the following described exceptions, contains 4,766 acres, more or less.

Excepting therefrom the following described parcel;

A tract of land located in the south half of the southwest quarter of Section 18 and the north half of the northwest quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of said Section 18; thence S87°08'00"W 576.90 feet along the south line of said Section 18 to a point on the easterly boundary of the Kirkland Subdivision plat recorded as Instrument No.404133, records of Latah County, and the TRUE POINT OF BEGINNING of this exception description; thence along said easterly boundary, S00°04'40"W 270.13 feet to the northerly right-of-way line of Palouse River Drive; thence along said northerly right-of-way line, S78°56'12"W 408.24 feet; thence continuing along said right-of-way line, S79°46'32"W 9.41 feet; thence along the westerly boundary of said Kirkland Subdivision, N00°02'37"W 330.07 feet to a point on the south line of said Section 18; thence continuing along said westerly boundary of the Kirkland Subdivision, N00°02'37"W 219.82 feet; thence along the northerly boundary of said subdivision, N86°58'47"E 411.73 feet; thence along the easterly boundary of said subdivision, S00°07'08"W 221.45 feet to the TRUE POINT OF BEGINNING. Said exception tract contains 4.91 acres, more or less.

Also excepting therefrom the following described parcel;

A tract of land located in the northwest quarter of the southeast quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34'31"E 2661.74 feet, along the south line of said Section 16; thence N00°02'41"E 388.57 feet along the centerline of a vacated 80' wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22'43"E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14'20"W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence continuing along the east boundary of said Lot 45, N00°14'20"W 73.79 feet to a point on the northerly right-of-way line of State Highway 8, and the TRUE POINT OF BEGINNING of this exception description; thence westerly along said State Highway right-of-way line, 354.22 feet along a curve concave to the north, said curve having a radius of 3780.00 feet, a central angle of 05°22'09", and a chord bearing S73°45'33"W 354.09 feet to the west line of the Cann Tract; thence N00°14'20"W, along said west line, 283.32 feet to the northwest corner of said Cann Tract; thence N89°45'40"E, along the north line of said Cann Tract, 225.37 feet to the intersection with the west line of the Mullalley Tract; thence N00°14'20"W along said west line 5.00 feet to the northwest corner of said Mullalley Tract; thence N89°45'40"E along the north line of said Mullalley Tract 115.00 feet to the east line of Lot 45 of said Section 16; thence S00°14'20"E 190.71' along said east line to the TRUE POINT OF BEGINNING. Said exception tract contains 1.87 acres, more or less.

The net area of the above described Corporate limits is 4,759 acres, more or less.

SECTION 3: All that territory bounded and included within the lines set forth in Section 2 of this Ordinance is hereby declared and ordained to be within the Corporate limits of the City of Moscow, and to be and constitute the territory subject to the jurisdiction of the municipality of the City of Moscow, County of Latah, State of Idaho.

SECTION 4: This Ordinance is an amendment to Ordinance 2023-01 of the Ordinances of the City of Moscow, Idaho.

SECTION 5: This Ordinance repeals all ordinances or parts of ordinances in conflict with this Ordinance, insofar as said Ordinances in any way conflict with this Ordinance, and are hereby repealed.

SECTION 6: If any section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, or the Ordinance as an entirety, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of such section, sentence, clause or phrase.

SECTION 7: This Ordinance shall be in full force and effect from and after the date of its passage, approval and first publication thereof.

PASSED on Motion by the Following Vote:

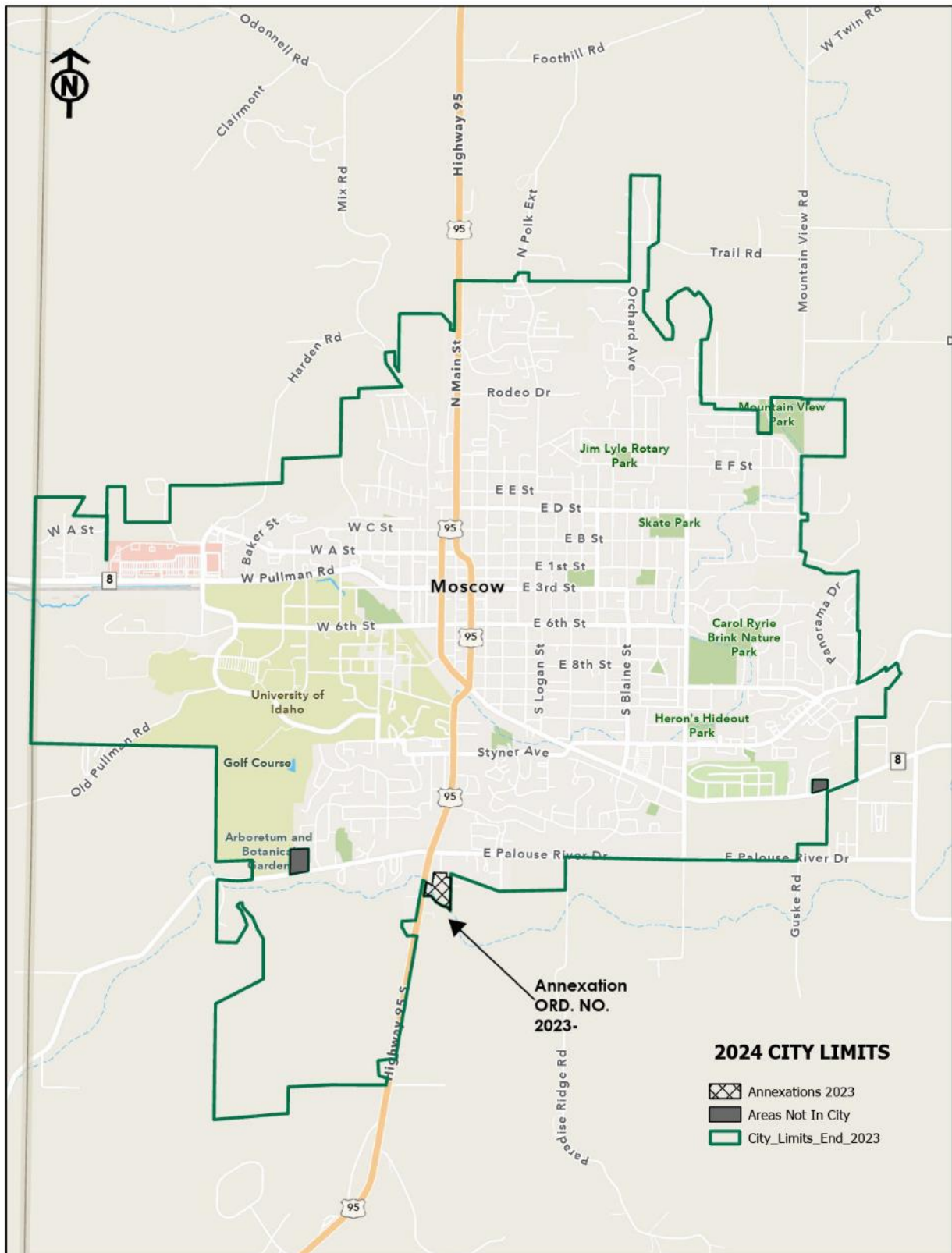
	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this _____ day of December, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 18, 2023



AGENDA ITEM TITLE

Benefit Consulting Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor, Bonnie Dennler

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow has utilized the Murray Group, Inc for 18 years to provide benefit consulting services to the city. In September 2023, the City of Moscow sought out Statements of Qualifications (SOQs) from qualified consulting firms for Employee Benefits Consulting Services to assist the City of Moscow (City) in the management of its employee medical, dental, vision, and voluntary supplemental benefit programs to be effective January 1, 2024. The Murray Group was provided notice of termination in September to meet required notice period requirements in the event they were not selected as the successful firm. The City received a total of seven bids and brought 3 firms in for formal presentations. Through this open process, the review committee selected Gallagher Benefit Services, Inc as their finalist.

In order to effectively manage and administer the city's employee health benefit programs, as well as maintain compliance with benefit and employment law surrounding ERISA, COBRA, HIPAA, ACA, Section 125, and other benefit administration requirements, approval is needed to finalize the contract agreement with Gallagher to take over services effective January 1, 2024. Services to be provided include Health insurance and benefits planning and design, vendor management and administration, day-to-day administrative issues, COBRA administration, actuarial services, Employee Navigator (benefits platform) administration, as well as other necessary consulting and services. As part of this new contract, the City of Moscow will need to send our current carriers a "Broker of Record" letter regarding this change and shift our COBRA administration from The Murray Group to Peak One. The draft contract, pending minor adjustments by Gallagher, was reviewed by the Public Works/Finance Committee on December 11, 2023. The final contract is attached for approval by the Council.

REVIEWED BY

Legal Department; This was reviewed by the Public Works/Finance Committee on December 11, 2023 and approved to move onto the regular agenda for Council.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Gallagher Benefit Services Consulting agreement, Broker of Record Letter, and Peak One Fee Schedule to include COBRA Administration; or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve the Gallagher Benefit Services Consulting agreement, Broker of Record Letter, and Peak One Fee Schedule to include COBRA Administration.

OTHER RESOURCES

FISCAL IMPACT

The current consulting fee for Murray Group is 2.3% of the medical premiums, which is approximately \$52,000 annually; and COBRA Administration is \$3.00 per general employee notice and \$30 per qualifying event notice. Under the new contract, the consulting fee for Gallagher will be \$40,000 annually, and COBRA Administration through Peak One will be \$3.00 per general employee notice and \$20 per qualifying event notice. Additionally, since we currently utilize Peak One there will not be a set-up fee and the annual renewal fee is already included in the current Peak One fee schedule.

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement for Professional Services - Gallagher Benefits Consulting_final
2. City of Moscow_Broker of Record Letter
3. COBRA Fee Schedule
4. City of Moscow COBRA proposal

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO
AND GALLAGHER BENEFIT SERVICES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND GALLAGHER BENEFIT SERVICES, INC. (hereinafter “this Agreement”), is made and entered into this 1st day of January, 2024, 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 Gallagher Benefit Services, Inc., a Corporation of the State of Delaware, 221 North Wall Street, Spokane, Washington, 99201 (hereinafter “CONSULTANT”).

WITNESSETH:

WHEREAS, CITY has a need for employee benefits consulting services to assist CITY in the management of its employee medical, dental, vision, and voluntary supplemental benefit programs (hereinafter “Services”); and

WHEREAS, CONSULTANT has experience in providing employee insurance and benefit plan consulting services and has a valid Idaho Business License as a Designated Responsible Licensed Producer. CONSULTANT is specially trained, experienced, and competent to perform such Services and has agreed to provide such Services;

NOW, THEREFORE, it is agreed for and in consideration of the mutual covenants and promises between the Parties hereto, that all matters stated above are true and correct and incorporated herein by reference as if copied in their entirety and agree to the following:

SECTION I: SCOPE OF SERVICES

- A. CONSULTANT shall perform and furnish to CITY upon execution of this Agreement and receipt of the City’s written notice to proceed, all Services, and comply in all respects, as specified in the document titled “Scope of Services” which is attached hereto as Attachment “A” and incorporated herein by this reference, together with any amendments that may be agreed to in writing by both Parties.
- B. Services and work provided by CONSULTANT at CITY’s request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the Parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the Parties.
- C. Fiduciary Responsibility. CONSULTANT shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans. CONSULTANT shall exercise no authority or control with respect to the management or disposition of the assets of CITY’s employee benefit plans. CONSULTANT shall perform Services pursuant to this Agreement in a non-fiduciary capacity.

SECTION 2: FEES AND CONDITIONS FOR CONSULTING SERVICES

- A. CONSULTANT shall be compensated in an amount not to exceed Forty Thousand Dollars (\$40,000.00) per year, to be paid on a monthly basis of Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) per month, for the duration of the term of this Agreement. Commissions may be accepted as agreed to in writing by the CITY and CONSULTANT.
- B. Except as expressly provided in this Agreement, CONSULTANT shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement., including, but not limited to, meals, lodging, transportation, printing or other similar expenses.

SECTION 3: TERM AND TERMINATION

A. Term

This Agreement shall be effective for three (3) years commencing on January 1, 2024, and ending on December 31, 2026. The Parties may agree to one (1) additional three (3) year term extension. If either Party intends not to extend the terms beyond January 1, 2027, that Party shall notify the other Party in writing of this intent no less than one hundred eighty (180) days prior to the expiration of the initial term.

B. Non-Appropriation Contingency

This Agreement is contingent upon CITY receiving the necessary funding to cover the financial obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.

C. Termination of Agreement

This Agreement may be terminated by CONSULTANT upon ninety (90) days prior written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with ninety (90) days prior written notice without cause and without further liability to CONSULTANT except as designated by this Section. In the event of termination, CONSULTANT shall be paid for Services performed to termination date based upon the work completed. All materials related to the Services which have been produced by CONSULTANT as part of the Services shall become the property of, and shall be surrendered to, CITY at or before such termination.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by CONSULTANT, and CITY may withhold any payments to CONSULTANT for the purposes of set-off until such time as the exact amount of damages due to CITY from CONSULTANT is determined.

This provision shall survive the termination of this Agreement and not relieve CONSULTANT of its liability to CITY for damages.

SECTION 4: INSURANCE

- A. CONSULTANT shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:
1. Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than 2,000,000 per occurrence and \$4,000,000 in the aggregate;
 2. Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
 3. Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
 4. Umbrella Liability insurance providing excess coverage over all limits and coverages with limits no less than \$10,000,000 per occurrence or in the aggregate;
 5. Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
 6. Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
 7. Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- B. All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to CITY upon request.

SECTION 5: GENERAL TERMS

A. 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.

B. Protected Health Information

CONSULTANT agrees to ensure that any information obtained by the carriers is used and maintained only in a manner permissible by HIPAA and Idaho law. CONSULTANT agrees to keep any information provided by CITY confidential and to exercise reasonable and prudent care in protecting the confidentiality of such information. CONSULTANT agrees to not disclose confidential information to any person or entity without the express prior written consent of CITY.

C. Reports and Information

1. At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data, and information as CITY may request pertaining to matters covered by this Agreement.
2. CONSULTANT shall maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographic, electronic, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, symbols or any combination thereof.
3. Under the Idaho Public Records Act, Idaho Code Title 74, Chapter 1, records received from CONSULTANT and certain records produced by CONSULTANT in the performance of the Agreement may be open to public inspection and copying unless exempt from disclosure. Upon request, CONSULTANT shall provide records subject to inspection under Idaho Code section 74-102 and not maintained by the CITY. In any record provided to CITY, CONSULTANT shall clearly designate individual portions of records that it desires to keep exempt as "exempt" on each page of the documents and shall indicate the basis for the exemption, by including the specific section of the Idaho Code that allows the record to be exempt. CITY will not accept a legend or statement on one page that all, or substantially all, of a document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring CONSULTANT's designation of exempt records or for CONSULTANT's failure to designate records as exempt. CONSULTANT's failure to designate as exempt any record that is released by CITY shall constitute a complete waiver of any

and all claims for damages caused by the release. If CITY receives a request for materials claimed to be exempt by CONSULTANT, CONSULTANT shall provide the legal defense for the claim and pay all expenses incurred by CITY in connection with the request.

D. Audits and Inspections

At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination of all of CONSULTANT's records with respect to all matters covered by this Agreement. CONSULTANT shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, conditions of employment and other data relating to all matters covered under this Agreement.

E. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose or otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

F. License and Adherence to Law

CONSULTANT represents that it possesses the skill and experience necessary and all licenses required to perform the Services under this Agreement. CONSULTANT further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the Services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONSULTANT, CONSULTANT's employees, or its subcontractors.

Anti-Boycott Against Israel Act. CONSULTANT certifies it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

No Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, CONSULTANT certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion-related activity.

G. Independent Contractor

CITY and CONSULTANT hereto warrant by their signatures that no employer/employee relationship is established between CITY and CONSULTANT by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

H. Indemnification and Limitation of Liability

CONSULTANT waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to CONSULTANT's performance or failure to perform under this Agreement. Further, CONSULTANT shall indemnify, hold harmless, and defend CITY, its officers, agents, employees, and volunteers against any and all claims, demands, damages, costs, expenses, actions, settlements, fees, and liability arising out of or in connection with CONSULTANT's negligent acts or omissions under this Agreement, or CONSULTANT's failure to comply with any State or Federal statute, law, regulation or rule. Notwithstanding any other term or provision of this Agreement, CONSULTANT shall only be liable for actual damages incurred by CITY and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of CONSULTANT to CITY for claimed losses or damages shall not exceed \$1,000,000. This provision applies to the fullest extent permitted by applicable law.

I. Costs and Attorney Fees

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit, in addition to other relief as may be granted by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination or forfeiture of this Agreement.

J. Jurisdiction, Venue and Non-Waiver

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to not exercise any of its rights under this Agreement, or breach

thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

K. Time is of the Essence

The Parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the Party so failing to perform.

L. Modification and Assignability of Agreement

This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

N. Advice of Attorney

Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or had the opportunity to seek such advice.

O. CITY's Representatives

CITY designates the Human Resource Manager as the representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

P. Conflict of Interest

CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of Services hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONSULTANT shall immediately disclose such conflict to CITY.

Q. Non-Discrimination

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

R. Notice

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

CONSULTANT:

Zach Proett
Gallagher Benefit Services, Inc.
221 N. Wall Street
Spokane, WA 99201

CITY:

Bill Belknap
City of Moscow
206 East Third Street
PO Box 9203
Moscow, ID 83843

S. Special Warranty

CONSULTANT warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONSULTANT declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONSULTANT shall make this Agreement null and void. CONSULTANT further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

T. Approval Required

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

U. Authority to Execute

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

CITY:

City of Moscow, Idaho

Arthur D. Bettge, Mayor

Laurie M. Hopkins, City Clerk

DATED this day of , 2023.

STATE OF _____)
County of _____) ss:

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

EXHIBIT “A” Scope of Services

I. Plan Evaluation:

Determine where the CITY’s Employee Benefits package falls in comparison to the market. Benchmark plan costs and employee contributions to industry, size, and regional standards on an annual basis and recommend changes, as needed.

II. Financial Analysis:

- A. Provide financial data and actuarial analysis to assist in understanding the costs associated with the benefits offered and analytics to assist CITY in making the best decisions possible.
- B. Analyze factors driving CITY plan costs if experience data is available. In connection with such analysis, review utilization reports to determine possible causes of identified cost increases. Assist in managing risks and costs of the employee benefits coverages.
- C. Provide cost projections and funding analysis (review of funding methodology with emphasis on employer costs and the tier structure of the contribution).
- D. Model and analyze employee contribution scenarios.
- E. Provide predictive modeling to make recommendations to CITY for plan design changes, enhancements and cost-saving opportunities.

III. Strategic Planning:

- A. Assist CITY in planning for the future in terms of the benefits package considering the growth of the CITY and market trends.
- B. Conduct strategic planning sessions to review the performance of current employee benefits coverage and establish future objectives and strategies to manage employee benefit coverage.
- C. Meet with the key designated representatives and/or the CITY on a monthly basis, to discuss strategy and open items.
- D. Identify and discuss trends in the health insurance industry and City insurance utilization and potential areas of concern.

IV. Renewal Analysis:

- A. Assist with the entire annual benefit renewal process, including going out to market, obtaining quotes, negotiating with carriers, communicating with CITY, and obtaining final contract and plan documents.
- B. Develop insurance renewals within the CITY’s budgeting timeframe. First quotes for insurance renewal rates should appear the first week of April and be finalized by the second week in May for incorporation within CITY’s annual budget appropriation.
- C. When marketing CITY’s insurance program to carriers, prepare an analysis comparing current costs, plan designs, administration costs, network discounts and network accessibility.
- D. Conduct an annual review of insurance utilization, proposed rate adjustment justification and comparative market analysis during the renewal process to include negotiations with current vendors and carriers.

- E. Upon request, develop an RFP for purposes of obtaining competitive quotes from the marketplace. Conduct the process in full and provide results to the CITY's designated representatives.
- F. Be the primary point of contact during the bidding process.
- G. Identify and negotiate with insurers and other benefit program providers while keeping the CITY informed of significant developments.
- H. Assist with documentation and other steps to obtain commitments for and implement insurance policies and other services selected.
- I. Review contracts for accuracy and conformity to specifications provided by the CITY and the related negotiated coverages.
- J. Follow up with insurance carriers and providers for timely issuance of policies and contracts.
- K. Assist CITY in the implementation of the benefits program by dealing with vendor and carriers and performing contract and Summary Plan Description (SPD) review for purposes of determining conformity to the agreed-upon plan provisions and costs.

V. Ongoing Services:

- A. Keep CITY apprised of all legal and regulatory requirements, provide claims reports, provide Employee Navigator platform, assist in the development of employee communications, assist with issues and interpretation of benefit policies, attend City Council meetings as requested, and have good working relationships with carriers.
- B. Work in conjunction with the CITY Legal Department to ensure that all contracts, plan documents, and summary plan descriptions are produced and executed promptly. Review and advise CITY as to whether the contract meets the terms negotiated.
- C. Keep CITY informed of significant changes and trends in the employee benefits marketplace.
- D. Establish comprehensive claims reports for identified coverages, which includes medical, prescription, and dental, detailing paid claims and reimbursements if applicable, medical loss ratios, and enrollment summaries. Review these reports with the CITY on an as-needed basis.
- E. Provide COBRA administration services to CITY.
- F. Evaluate and assist in the management of voluntary benefit products offered to CITY employees.
- G. Advise of available technology platforms to support delivery and administration of employee benefit plans.
- H. Assist CITY in the development of paper and web-based communication strategies.
- I. Act as a liaison between the CITY and insurers and providers for the lines of coverage, services selected, customer service, and any other issues that may arise with the insurers and providers.
- J. Assist with issues relating to the interpretation of insurance policies and contracts.
- K. Provide information and coverage summaries for all new coverages and updates on changes to existing coverages.
- L. Assist and provide guidance (as needed) with regard to regulation compliance, including, but not limited to 1095-C filing.
- M. Provide access to employee education resources, such as email templates, flyers, web-based videos, etc.

- N. Assist the CITY with administration of Open Enrollment, including development of open enrollment materials, conducting employee presentation and meetings as requested.
- O. Have working relationships with all major carriers for medical, dental, and vision including Blue Cross, Regence, Aetna, Select Health, Delta Dental, Willamette and VSP.

VI. Benefit Advocate Center (BAC) Services:

- A. Dedicated toll free 800 number and email address for benefit inquiries.
- B. Team of advocates will provide support with the following customer service issues:
 - 1. Explain CITY Benefits
 - 2. Provider Find
 - 3. Resolve ID Card Problems
 - 4. Claim Resolution
 - 5. Confirm Eligibility
 - 6. Enrollment Questions
 - 7. Navigating Claims Billing Issues
 - 8. Medicare questions
- C. Additional Support:
Multilingual Support
- D. Reporting:
Monthly case and NPS (Net Promoter Score) reporting
- E. Hours 8am – 6pm local time zone

VII. Employee Navigator:

- A. The CITY will have access to deploy and use the Employee Navigator Benefits Administration system under CONSULTANT's license agreement.
- B. CONSULTANT has the right within its contract with Employee Navigator to grant such system access and usage to CITY.
- C. CITY agrees to support the implementation process and to provide written sign off required by CONSULTANT as documented in the Acceptance and Sign-off Form ("Sign-Off"). Further, CITY agrees there will be a Sign Off at each subsequent benefits renewal, relating to changes made to the CITY's benefits plan design, employee population, eligibility rules, or employee classes which will result in configuration changes to CITY's employee benefits portal. Such Sign-Off provides CITY's written acknowledgement and confirmation and CONSULTANT's reliance that CITY has accepted the services and deliverables provided hereunder and that its benefit administration portal is ready for initial deployment and any future deployment.
- D. CITY acknowledges and agrees that in the event the Services include any software, including without limitation Software-as-a-Service software applications (collectively, the "Employee Navigator Software"), which is provided by Employee Navigator, LLC, CITY's use of the Employee Navigator Software will be governed by the Employee Navigator End User Terms and Conditions for License and Services referred to herein as "Employee Navigator End User Terms and Conditions".
- E. CITY agrees that notwithstanding anything herein to the contrary: (I) CONSULTANT shall not be responsible for any claims, damages, losses or expenses (collectively,

“Losses”) suffered by CITY arising from or related to CITY’s use of the Employee Navigator Software; (ii) CITY will look directly to Employee Navigator, LLC for any CITY Losses related to CITY’s use of the Employee Navigator Software; (iii) CITY’s rights and remedies related to CITY’s use of the Employee Navigator Software shall be determined solely by the Employee Navigator End User Terms and Conditions, except where CITY’s Losses are caused by CONSULTANT’s gross negligence, willful misconduct, fraud or breach of this Agreement, in which case the indemnification and limitation of liability provisions of the Agreement shall govern.

DRAFT



Heart of the Arts



Arthur D. Bettge
Mayor

Maureen Laflin
Council President

Gina Taruscio
Council Vice-President

Drew Davis
Council Member

Sandra Kelly
Council Member

Hailey Lewis
Council Member

Julia Parker
Council Member



Bill Belknap
City Supervisor



City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



December 18, 2023

Re: Broker of Record Authorization for City of Moscow

Please be advised that Gallagher Benefit Services, Inc. (Gallagher) has been appointed by City of Moscow as our exclusive consultant/insurance broker of record and to represent us in all matters pertaining to our employee benefit programs. This appointment is effective as of January 1, 2024 and shall remain in full force and effect until notification, in writing, to the contrary is provided to you.

This appointment supersedes and replaces all other appointments and all other letters of authority on record with you.

We authorize you to provide Gallagher with any and all information pertaining to our contracts of insurance, rates, losses, reserves, etc. that may be necessary for Gallagher to become completely familiar with our insurance program and to effectively represent our present and future insurance interests.

We agree that Gallagher is not responsible for any deficiencies in our present insurance program and will not assume any such responsibility until they have had reasonable opportunity to review, provide us with recommendations, and arrange any changes in coverage we authorize.

If you have any questions regarding this appointment/authorization, please do not hesitate to contact me. Thank you for your cooperation and assistance in this matter.

Sincerely,

City of Moscow

By: _____
Title: _____

cc: Gallagher Benefit Services, Inc.



Fee Schedule City of Moscow

FSA & HRA*

First Year Set Up	
Annual Renewal Fee	\$275.00
Monthly Per Participant	\$4.50

HRA*

First Year Set Up	
Annual Renewal Fee	
Monthly Per Participant	

COBRA**

First Year Set Up	
Annual Renewal Fee	included in FSA-HRA
Monthly Per General Notice	\$3.00
Monthly Per Qualifying Event Notice	\$20.00

HSA*

First Year Set Up	
Annual Renewal Fee	
Monthly Per Participant	
Monthly Per Participant	

Mass Transit & Parking*

First Year Set Up	
Annual Renewal Fee	
Monthly Per Participant	

Debit Card

One Time Fee	\$0.00
Replacement Card Fee	\$10.00/card
Expedited Debit Card Requests	\$54.00/card

**\$50 monthly minimum may apply*

***\$25 monthly minimum may apply*

Please Note: The employer listed above is responsible for reporting the correct number of participants on the monthly invoice to Peak One Administration. Adjustments of invoices that are more than 30 days before the invoice due date are not reimbursable and/or not collectable by Peak One.

Employer Signature _____ Date _____



PEAKONE

administration



A PROPOSAL PREPARED for City of Moscow

CREATED BY

Amy Markham

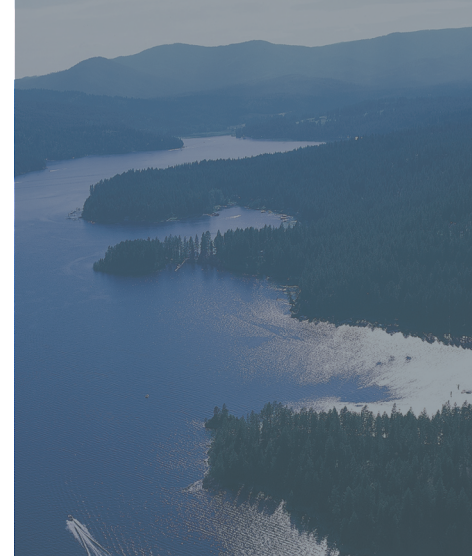
Implementation Specialist

ammarkham@peakoneadmin.com

208-758-0326



OUR PURPOSE



Peak One Administration, a leader in the benefits administration industry, understands the importance of learning what our client's objectives, values and culture are. We recognize the challenges inherent in selecting a service and technology partner. Differences between competitors' products can be difficult to assess or impossible to objectively measure. The primary difference our clients notice with Peak One is our consultative approach and our future-focused vision.

OUR MISSION IS SIMPLE.

To become the Third-Party Administrator that people come to because they know we care about the issues that really matter to our customers. We believe that clients should have administration partners and vendors that are willing to use the total range of their experience and their exposure to other clients to help bring COBRA administration to new levels. Peak One has the vision to seek solutions, the passion to transform a stagnant industry, the tenacity to overcome obstacles and the leadership to demand accountability from everyone. We will challenge outdated and costly ways of doing business that undermine your ability to focus on what you do – support and add value to your company's core business.

Anyone can profess to provide robust COBRA administration. The difference lies in doing versus saying. Our proven experience and track record illustrate our core competency. We do one thing. We care about the issues that really matter to our customers. We pride ourselves in setting standards on being thorough, robust, flexible and secure with our processes and technology. However, providing services is our focus and has been since our inception. The quality of service ultimately separates your experience of one vendor versus another.



Our vision and our future focus ensure that you always have someone watching out for trends and opportunities, which can help you and all of our clients. We are passionate about what we do and how we do it.



THE PEAK ONE COBRA SOLUTION INCLUDES:

Web-based COBRA employer portal.

24/7 real-time access to Qualified Beneficiaries, payment data and reports.

Designated HIPAA and COBRA Certified Account Specialist.

An Account Specialist - Your direct contact for questions and enrollment. A direct phone number and email will be provided during implementation.

All required notices for a complete and compliant COBRA program.

General Notices (optional), COBRA Specific Rights Notice, new member login (upon election of COBRA), enrollment confirmation, payment coupon book, partial payment notice, plan change notice, 45-day notice with first premium month paid, subsidy notice, insignificant payment notice, COBRA termination notice and HIPAA Certificates (optional).

Regular updates on regulations and legislation changes.

On-going scheduled webinar training for employers and emailed news alerts on changes in legislation.

Qualified Beneficiary website and customer support.

Online ACH payment options available.

Answers to all of your COBRA questions.

Extensive knowledge of COBRA compliance through on-going EBIA training and COBRA Certification.

HIPAA Certificates of Creditable Coverage (optional).

Designated HIPAA compliance officer and mandatory in-house HIPAA training for all employees annually.

Web-based COBRA reporting for employer contacts and Qualified Beneficiaries.

HITECH Act compliant.

Encrypted email service meeting all HITECH requirements for transmission of Personal Health Information (PHI).

Open Enrollment services.

Notify all current Qualified Beneficiaries and retirees of plan changes, rate changes and open enrollment timeline specified by employer.

You're a person, not a number. We go above and beyond to help not only clients, but their employees as well.

PEAKONEADMIN.COM

YOU'VE CHOSEN PEAK ONE... WHAT'S NEXT?

Your Peak One implementation specialist will guide our three-stage process to get you up and running as quickly and easily as possible. Phone, email, and WebEx are used extensively throughout implementation process to maintain effective communication and momentum.

Stage 1:

Introduction &
Overview

1

Stage 2:

Account Setup

2

Stage 2:

Plan Management
& On-Going
Service

3

STAGE 1 INTRODUCTION AND OVERVIEW

Your implementation coordinator meets by phone with everyone who will have any role with the software, including operations and IT personnel, to make introductions and create the implementation project plan.

STAGE 2 INTEGRATION AND ACCOUNT SETUP

In this stage, your staff is trained on the details of system operation and the specific steps involved in completing various tasks. Your implementation coordinator will assist you in setting up your first groups, developing your migration plan, and learning and verifying the migration process.

STAGE 3 PLAN MANAGEMENT AND ON-GOING SERVICE

Once integration and account setup have been completed, your account specialist will request eligibility data. Eligibility data can be sent using an export form on your HRIS or payroll system. Once the data is imported and verified by Peak One, debit cards are ordered and the plan is ready for claims processing. Enrollment confirmations are sent to each participant with instructions on how to access the Peak One portal.



PEAKONE
administration

PEAK ONE PROJECT PRICING

COBRA

One-Time Setup Fee - \$0.00

Annual Administration – included in HRA & FSA

Monthly per general notice - \$3.00

Monthly per qualifying event notice - \$20.00

PEAKONEADMIN.COM