

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 20, 2024

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

PROCLAMATION

EMS Week

Memorial Day

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council May 6, 2024 Minutes - Laurie M. Hopkins

B. Disbursement Report April 2024 - Sarah Decker

Staff presented the April 2024 Accounts Payable Report to the Public Works / Finance Committee on May 13th, 2024. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of April 2024.

C. Proposed Lot Line Adjustment of Lots 1-4, Block 3, of Paradise View Addition – Aimee Hennrich

The applicant, Moscow Affordable Housing Trust, is requesting a lot line adjustment between four properties legally described as Lots 1-4, Block 3, of Paradise View Addition. The proposed lot line adjustment would increase Lot 1 from 2,934 sf to 2,999 sf, increase Lot 2 from 2,065 sf to 2,257 sf, increase Lot 3 from 2,054 sf to 2,277 sf and decrease Lot 4 from 2,793 to 2,313. The subject lots are currently vacant land and were previously platted within the Paradise View Subdivision. The applicant is requesting the lot line adjustment in order to meet the minimum lot requirements to construct twin homes. The subject lots are currently zoned Multiple Family Residential (R-4) where the minimum lot size for twinhomes is 2,250 sf and the minimum lot width is 20 feet. All proposed lots meet the minimum lot size and width requirements of the R-4 Zone. This was reviewed and

recommended for approval by the Public Works and Finance Committee on May 13, 2024.

ACTION: Approve the lot line adjustment with no conditions.

D. Proposed Lot Line Adjustment for Lots 1 and 2, Block 10, of Edington 1st Addition Subdivision – Aimee Hennrich

The applicant is requesting a lot line adjustment between two properties legally described as Lots 1 and 2, Block 10, of Edington 1st Addition Subdivision. Lot 1 is currently 63,105 square feet (1.45 acres) in size and parcel two is 35,040 square feet (0.80 acres). As a result of the lot line adjustment, Lot 1 would decrease in size to 39,560 square feet (.91 acres) and Lot 2 would increase to 58,585 square feet (1.34 acres). Both parcels are currently vacant and are located within the Residential Office (RO) Zoning District. The minimum lot size for the RO Zone is 5,000 square feet and the minimum lot width is 50 feet. Both of the proposed lots meet all of the requirements of the RO Zone. This item was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

ACTION: Approve the lot line adjustment request with the condition that the 20-foot wide utility easement be extended to provide sewer service to Lot 1 and be recorded with Latah County.

E. Proposed Lot Division located at 824 Logan Street – Aimee Hennrich

The applicants, Ransom and Jessica Mallery and Raymond and Rhonda Mallery, are requesting a lot division to create two lots of approximately 8,341 sf and sf, 6,488 sf in size from one existing parcel of 14,829 sf in size. The intention of the lot division is to separate the existing house at 824 Logan Street and create a new lot for the construction of a single-family home with separate ownership. The subject property is located within the Medium Density (R-3) Zoning District, which requires a minimum lot size of 6,000 square feet and a minimum lot width of 60 feet for single-family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-3 Zone, and structures will meet all setback requirements. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date. This item was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

ACTION: Approve the lot division request with the condition that the accessory structure located on the new lot be removed in order to meet zoning requirements.

F. Moscow Home Depot Development Agreement - Todd Drage

Home Depot U.S.A., Inc. has been approved to construct an approximately 137,000 square foot home improvement store along with an associated surface parking lot. The development is proposed to be located on a portion of property owned by the University of Idaho behind the Palouse Empire Mall at the southwest corner of the City's A Street and Farm Road Intersection. In addition to the construction of the retail store and parking lot, the project will extend A Street and City utilities from their current terminus at Farm Road to the west along the development's property boundary. For the project, a development agreement is necessary to address construction of public improvements, project warranty, securities, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

ACTION: Approve the Development Agreement with Home Depot U.S.A., Inc.

G. Memorandum of Agreement for Rolling Hills 10th Addition - Todd Drage

In July of 1993, the City entered into an agreement to pay one-half the cost of public improvements for any streets contiguous to Moser Park. With the approval of the Rolling Hills 10th Addition, and the resulting extension of 3rd Street, the southern property boundary of Moser Park will be developed. As a result, the City is obligated to fund half of the improvements. The attached memorandum of agreement (MOA) provides a mechanism to formalize this funding through the

reimbursement of costs upon completion of the improvements. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

ACTION: Approve the Memorandum of Agreement with Itani Land Development IV, Inc.

H. Rolling Hills 10th Addition Development and Monumentation Agreements - Todd Drage

Ryan Itani, on behalf of Itani Development IV, LLC., has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On December 05, 2023, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 10th Addition and will be presented for City Council approval on May 20th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

ACTION: Approve the Development and Monumentation Agreements for the Rolling Hills 10th Addition.

I. Rolling Hills 10th Addition Final Plat - Mike Ray

On December 5, 2022 Moscow City Council approved the Rolling Hills 10th Addition preliminary plat with no conditions. On December 5, 2023, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 24, 2024 and recommended approval to City Council. The Public Works/Finance Committee reviewed this item on May 13, 2024 and recommended for approval.

ACTION: Approve the Rolling Hills 10th Addition Final Plat.

J. Proposed Amendment to Solid Waste Franchise Agreement to add 200 and 300 Gallon Containers - Tim Davis

Staff has received a proposal from Inland North Waste regarding the implementation of 200 and 300 gallon poly containers for both waste and recycling services. The 200/300-gallon containers can be serviced with the automated side loading trucks currently used to service the 35, 65 and 95 gallon roll carts. The 200-gallon waste containers are virtually the same size as a one-yard metal dumpster, and we have many outlying one-yard dumpsters located in residential areas that could be replaced with 200-gallon poly containers. Currently, the one-yard dumpsters require a front-loading truck to travel out of the way of the business district to service the dumpster. Replacing the one-yard dumpsters with a 200-gallon poly container will allow them to be serviced by the automated side loading truck when it is already in the vicinity and would also provide a cost savings for customers who currently have one-yard dumpsters. The 200/300-gallon poly containers were also a topic of discussion with the multi-family recycling work group, as the containers would add another option for apartment recycling. Staff has reviewed the proposal and believes it is a fair and equitable cost for the provision and servicing of the proposed 200/300 gallon containers. Staff has prepared an amendment to Exhibit G of the Sanitation Franchise Agreement to include a servicing and container replacement cost from the City to the Franchisee and the customer service rate for the new containers will be included in the FY2025 Fee Resolution in advance of the launch of the new containers this fall.

ACTION: Approve the proposed Agreement providing for the Amendment to Exhibit "G" of the

Solid Waste Franchise Agreement to include 200 and 300-gallon containers for waste and recycling services.

K. Camp Moscowanna Alcohol Use Request in Entertainment District - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 15th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and will feature: up to eight retail and/or street game vendors, up to eight food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of March 18, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp Moscowanna is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration. This was reviewed by the Public Works/Finance Committee on May 13, 2024 and recommended for approval.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Camp Moscowanna for the duration of the event.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

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

4. West Palouse River Drive Property Study Memorandum of Understanding (ACTION ITEM) - Bill Belknap

The Moscow School District anticipates the need to construct a new elementary school in the future and is currently considering where it may be located. The District would like better distribution of elementary school locations in the community to serve surrounding neighborhoods. The City and District have discussed the potential of locating a future elementary school on the City's West Palouse River Drive Property in conjunction with the potential development of a City park and additional athletic fields. Staff has prepared a Memorandum of Understanding for the City and District to jointly fund a planning study to assess the feasibility of developing the property for a future elementary school, park, and athletic playfields. It is anticipated the study will assess pedestrian access, vehicular access and circulation, site grading, building, parking, park, and athletic facility development to determine the suitability of the site for the proposed uses and help inform future decisions regarding the property. The study would be exploratory and would not bind the City or District to any further obligations or actions. It is anticipated that the study would cost under \$50,000, which would be shared equally by the City and the District. This matter is before the Council for consideration and direction.

PROPOSED ACTIONS: Approve the proposed Memorandum of Understanding with the Moscow School District; or take other action deemed appropriate.

5. Discussion Regarding Proposed Latah County Housing Authority (ACTION ITEM) - Bill Belknap

Latah County Commissioner Kathie LaFortune recently contacted the City Council with a request to address the Council regarding the potential creation of a Latah County Housing Authority to address county-wide affordable housing concerns. Housing Authorities are separate governmental entities created generally for the purpose of acquiring, constructing, and operating housing developments within their service area. Commissioner LaFortune will provide the Council with an overview of the proposal for the Council's consideration.

PROPOSED ACTIONS: Accept the report and take action as 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.

EMERGENCY MEDICAL SERVICES (EMS) WEEK PROCLAMATION

- WHEREAS,** emergency medical services are a vital component of public service; and
- WHEREAS,** the members of the Moscow Volunteer Fire Department and City career staff are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS,** access to high-quality emergency care dramatically improves the survival and recovery rate of those to experience sudden illness or injury; and
- WHEREAS,** the members of the Moscow Volunteer Fire Department consist of mostly VOLUNTEER emergency medical technicians, paramedics, and firefighters, and trained members of the public; and
- WHEREAS,** the members of these teams whether VOLUNTEER or career, engage in countless hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS,** it is appropriate to recognize the value and the accomplishments of the emergency medical services of the Moscow Volunteer Fire Department by designating Emergency Medical Services Week; and
- WHEREAS,** this year is the 50th Anniversary of EMS week after President Gerald Ford's 1974 authorization of EMS Week to celebrate EMS practitioners and the important work they do in our nation's communities; now

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, Idaho, do hereby recognize the week of May 19th through 25th, 2024, as

Emergency Medical Services Week

With the theme, "HONORING OUR PAST, FORGING OUR FUTURE", I encourage the community to observe this week and thank your VOLUNTEER and Career members of the Moscow Volunteer Fire Department.



DATED this 20th day of May, 2024

Arthur D. Bettge, Mayor

MEMORIAL DAY PROCLAMATION

WHEREAS, Memorial Day-originally called Decoration Day is a day of remembrance for those who died in our Nation's service; and

WHEREAS, Memorial Day was initially proclaimed on May 5th, 1868 by General John Logan, National Commander of the Grand Army of the Republic, in his General Order No. 11; and

WHEREAS, Memorial Day was first observed on May 30th, 1868, when flowers were placed on the graves of Union and Confederate soldiers at Arlington National Cemetery; and

WHEREAS, our predecessors fought in wars so that future generations would have freedom; and

WHEREAS, they helped shape the society that we know today, including our political, economic, military, and social systems; advancements in science and technology; and cultural traditions that enrich our heritage; and

WHEREAS, it is important on Memorial Day to reflect on whole-life memories of military personnel who fought and died for our country, to preserve the rights guaranteed under the U.S. Constitution and to keep our Nation strong; and

WHEREAS, Memorial Day gives us the opportunity to renew our patriotism and to articulate our common desire to live in freedom and seek peace, so that our Nation's veterans will not have died in vain.

NOW, THEREFORE, I, Art Bettge, Mayor of the City of Moscow, Idaho, do hereby recognize May 27th, 2024, as

MEMORIAL DAY

in the City, and I urge all citizens to honor those who have died in service to our country.

DATED this 20th day of May 2024



Arthur D. Bettge, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 6, 2024

7:00 PM

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

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

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

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Mike Ray, David Schott, Tyler Palmer, Anthony Dahlinger, Karen Potter, Steve Schultz, Ryan Debaun, Karl Riedinger, Dustin Blaker, police officers, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council President Taruscio led the Pledge of Allegiance.

PROCLAMATION

Bike Month

Mayor Bettge read the proclamation and presented it to Tonya Denison.

Public Service Recognition Week

Mayor Bettge read the proclamation.

REGULAR AGENDA

1. Approval of Moscow City Council April 15, 2024 Minutes - Laurie M. Hopkins

Kelly moved and Davis seconded to approve the minutes of April 15, 2024 as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Staff Recognition

Palmer provided a background of Steve Persell's time at the city and his completion of the Road Master program. He introduced Jayme Kootz from LHTAC.

Kootz explained the Road Master program has 22 courses and is similar to a master's degree. She presented a plaque and a jacket in honor of his completion.

3. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Garrett LaCivita to the Sustainable Environment Commission. Kelly moved and Taruscio seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

David Hall (rural Moscow) recognized staff for the addition of event parking during the Renaissance Fair.

Breanna Sipley (Moscow), is advocating the development of a new resident owned community. The residents in her mobile home park have formed a co-op, she says there is little she can do while still under private ownership. Land trust options cannot guarantee the long-term fair and affordable housing residents deserve.

Susie James (rural Moscow) explained how a resident owned community is formed. She is still looking into funding for a new community. A resident owned community creates stability. She wants to see affordable housing for everyone in the community.

Kathy Dawes (Moscow), is running for Idaho Legislature. She spoke with Breanna Sipley and those issues will become more difficult due to a bill brought forth by Representative Mitchell. Local government should be able to implement protection. She requests the City Council create a local housing authority to be discussed at the next council meeting.

5. Oath of Office for Anthony Dahlinger as Police Chief - Laurie M. Hopkins

Belknap provided a brief introduction regarding the appointment of Anthony Dahlinger to the office of Police Chief. Hopkins administered the Oath of Office and his wife Jessica pinned his badge. Chief Dahlinger said words of thanks.

6. Citizen Commission Report – Moscow Pathways Commission – David Schott / Tanya Denison

Schott introduced Tanya Denison. Denison went through the members of the Commission and past accomplishments which include the annual Bike Tour and Bike to Work Day; the second Annual Pedestrian Tour and display banner revisions. This next year they will work on possible articles in the city utility billing newsletter; promote inclusivity through public engagement for people of all abilities and promoting ideas for improvements to pathways and connections. Council members commented and asked questions.

7. Public Hearing: Pine View Annexation, Comprehensive Plan Land Use Designation, Zoning Designation, and Preliminary Plat (ACTION ITEM) - Mike Ray

The applicants, Joe and Pam Juscen, are proposing a Comprehensive Plan land use designation, zoning designation, and a preliminary subdivision plat for a 22.93-acre property proposed to be annexed into the City of Moscow and generally located east of the current terminus of Moser Street. The current Comprehensive Plan Land Use Designation is Auto-Urban Residential and the proposal is to retain that designation. The zoning of the subject property is currently Agriculture Forestry (AF) and the proposal is to rezone to the Moderate Density, Single Family Residential (R-2) Zone. The proposed preliminary plat is a 22.93-acre area with 40 lots ranging from 12,077 square feet to 27,491 square feet in size, referred to as Pine View Subdivision. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designation, Rezone, and Preliminary Plat on March 27, 2024 and recommended approval with eight conditions.

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

1. Approve the Annexation 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 Annexation Ordinance on first reading; or reject the Annexation Ordinance; or take other action as 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 other action as 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 other action as deemed appropriate.

4. If the Annexation Ordinance is approved, the Comprehensive Plan Land Use Designation Resolution is approved, and the proposed Zoning Ordinance is approved, approve the preliminary plat for Pine View Addition with the eight (8) conditions recommended by the Planning and Zoning Commission and the additional condition recommended by Staff and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or approve the preliminary plat with no conditions and direct staff to prepare a Reasoned Statement of Relevant Criteria; or reject the preliminary plat and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take other such action deemed appropriate.

Mayor Bettge opened the public hearing at 7:39 p.m. Ray introduced the item as written above and described allowed uses in the comprehensive plan designation and zoning; utilities; streets and listed the recommended conditions of approval.

Scott Becker, representing the applicant, doesn't believe sewer would be overwhelmed as the lots are larger with less density. He doesn't anticipate any large issues with the conditions.

Mayor Bettge asked for testimony in favor.

Greg Bohach (Moscow) lives on Rose Court and is in support of the application. He does have one concern which is foot traffic from students and suggested a path adjacent to the tree farm.

Mayor Bettge asked for testimony in opposition. Hearing none, he asked for general testimony.

Katie Palch (Moscow) asked which elementary school this neighborhood would fall into.

Becker responded to comments saying he was in contact with the owner of the tree farm and he doesn't want anyone going through his property and has no intention of providing any of his property. Becker is unaware of the division for the elementary schools.

Mayor Bettge closed the hearing at 7:57 p.m.

Taruscio moved to approve the Annexation Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Parker seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance #2024-06 by title:

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.

Kelly moved to approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Davis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Parker moved to approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance #2024-07 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF A TWENTY-TWO POINT NINE THREE (22.93) ACRE PROPERTY, DESCRIBED IN SECTION 2, FROM AGRICULTURE/FORESTRY (AF) TO MODERATE DENSITY, SINGLE FAMILY RESIDENTIAL (R-2); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Taruscio moved to approve the preliminary plat for Pine View Addition with the eight (8) conditions recommended by the Planning and Zoning Commission and the additional condition recommended by Staff and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Kelly seconded. Roll Call Vote: Five (5): Unanimous. Nays: One (Lewis). Abstentions: None. Motion carried.

8. Public Hearing: Wildrose Court Annexation, Comprehensive Plan Land Use Designation, Zoning Designation, Planned Unit Development, and Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Provvidenza, LLC, is proposing a Comprehensive Plan land use designation, zoning designation, Planned Unit Development (PUD), and preliminary subdivision plat a 2.53-acre property proposed to be annexed into the City of Moscow and generally located east of the current terminus of Wildrose Drive and south of Flomer Lane within the City of Moscow. The current Comprehensive Plan Land Use Designation is Auto-Urban Residential and the proposal is to retain the Auto-Urban Residential designation. The zoning of the subject property is currently Low Density, Single Family Residential (R-1) Zone and the proposal is to rezone to the Moderate Density, Single Family Residential (R-2) Zone. The proposed preliminary plat and Planned Unit Development (PUD) of the 2.53-acre area is to create 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as Wildrose Court subdivision. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designation, Rezone, PUD, and Preliminary Plat on March 27, 2024 and recommended approval with six conditions.

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

1. Approve the Annexation 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 Annexation Ordinance on first reading; or reject the Annexation Ordinance; or take other action as 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 other action as deemed

appropriate.

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

4. If the Annexation Ordinance is approved, the Comprehensive Plan Land Use Designation Resolution is approved, and the proposed Zoning Ordinance is approved, approve the PUD for Wildrose Court with one (1) condition and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or approve the PUD with no conditions and direct staff to prepare a Reasoned Statement of Relevant Criteria; or reject the PUD and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take other such action deemed appropriate.

5. If the Annexation Ordinance is approved, the Comprehensive Plan Land Use Designation Resolution is approved, the proposed Zoning Ordinance is approved, and the PUD is approved, approve the preliminary plat for Wildrose Court Addition with five (5) conditions and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or approve the preliminary plat with no conditions and direct staff to prepare a Reasoned Statement of Relevant Criteria; or reject the preliminary plat and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take other such action deemed appropriate.

Mayor Bettge opened the hearing at 8:07 p.m. Ray introduced the item as written above and described the zoning and preliminary plat. The interior street is a private drive and there is open space and a pathway in the northwest corner of the plat. The applicant has proposed a PUD to coincide with the preliminary plat and is requesting numerous Zoning Code deviations to accommodate smaller lot sizes and more compact development. Fifteen of the lots would have a similar style of single-family home of approximately 1,500 to 1,600 sf in size with multiple floor plan options per floor. Illustrations of the homes were shown. Ray went over the density bonuses which included sustainable development practices, pedestrian and bicycle connectivity, and landscaping.

In response to Council questions, Belknap provided a history on the Southeast Sewer District area. Ray said staff is working with ITD about a right turn lane onto Roxbury.

Scott Becker, representing the applicant, said when the developer was looking at development options, they were going to divide into five lots with a cul-de-sac and leave it in the county but that wasn't allowed in the Area of City Impact. This proposal provides the extra density the City needs. One challenge was making sure the stormwater was captured on the site and didn't flow to the other properties. Blankenship asked if the development is too dense. Becker said they reduced this from 18 to 16 homes.

Mayor Bettge asked for testimony in favor. Hearing none, he asked for testimony in opposition. He said the City received a letter from Scott and Ruth Butler in opposition and it was entered into the record.

JJ McCallie (Moscow) said he moved to Moscow in 2022 from Eugene and spoke on the density reductions. With a 25% reduction in setbacks, a home will be placed 15 feet away from his fence. The reductions make the development more of a R-3 Zone which is not in character with the neighborhood. He feels it is appropriate to at least require privacy fencing. He feels the proposal should be rejected.

Katie Palch (Moscow) feels the density is too much pointing out there aren't 16 homes in the R-1 Zone. There will be increased parking on Roxbury, Ridgeview and Wildrose. She feels the proposal is not in character with the neighborhood.

Roy Derrick (Moscow) is adjacent to the development and will have 2 houses 15 feet from his property looking down into his back yard. A concern is safety in regards to the connection of Roxbury to Highway 8. He questions why this development is super high density. He pointed out three high density developments that the homes are only two floors and recommends these homes are no larger than two floors.

No general testimony was provided.

Dave Dail (applicant) said he has been working with the city and county for 2 years and had four proposals that wouldn't work. He is providing needed homes.

Mayor Bettge closed the hearing at 8:46 p.m.

Lewis said there is an increased need for density; likes it is not a through street, it is infill which is encouraged, and feels it was an honest effort by the property owner to find something that works.

Davis said he supports growth and the council has advocated for density. When living in the Area of City Impact, growth is expected.

Taruscio agreed infill has been advocated for. She heard the testimony and understands about having a house so close. While growth is not comfortable, she is in favor.

Kelly also agreed the Council has advocated for growth; the testimony is heartbreaking but it is an open area and will serve a lot of needs. She said the Council is representing the overall health of the city.

Parker thinks it is good development and meets the criteria. She feels it is nice to have smaller single family units and is happy to see a diversity of housing in the area. If we stop growing a housing stock, no one will be able to continue to live here.

Blankenship felt nervous about the density of the 15 units and the size and impact on the neighbors. He respects the need for more accessible housing and appreciated the applicant trying to make the units environmentally friendly.

Mayor Bettge called a recess at 9:00 p.m. The meeting reconvened at 9:01 p.m.

Taruscio moved to approve the Annexation 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: Five (5). Nays: One (Blankenship). Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-08 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, 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.

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

Kelly moved, Taruscio seconded, to approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Five (5). Nays: One (Blankenship). Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-09 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF AN APPROXIMATELY TWO POINT FIVE THREE (2.53) ACRE PROPERTY, DESCRIBED IN SECTION 2, FROM LOW DENSITY, SINGLE FAMILY RESIDENTIAL (R-1) TO MODERATE DENSITY, SINGLE FAMILY RESIDENTIAL (R-2); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Taruscio moved to approve the PUD for Wildrose Court with one (1) condition and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Kelly seconded. Roll Call Vote: Ayes: Four (4). Nays: Two (Blankenship, Lewis). Abstentions: None. Motion carried.

Taruscio moved to approve the preliminary plat for Wildrose Court Addition with five (5) conditions and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Kelly seconded. Roll Call Vote: Ayes: Four (4). Nays: Two (Blankenship, Lewis). Abstentions: None. Motion carried.

The Mayor called a recess at 9:03 p.m. The meeting reconvened at 9:09 p.m.

9. Professional Services Agreement-East City Park Stage Conceptual Design (ACTION ITEM) - Cody Riddle

Staff is seeking Council authorization to enter into a Professional Services Agreement with Design West Architects, at a cost of \$18,700. If approved, this will result in a 30% conceptual design and updated cost estimate, that will inform a funding and timing strategy for replacement of the stage at East City Park.

PROPOSED ACTIONS: Approve the Professional Services Agreement with Design West Architects, or take other action as deemed appropriate.

Riddle introduced the item as written above adding the project was advanced within the capital improvement plan. The design will build off of the previous design and outreach and will still reach out to the larger groups using the stage. Design West worked on this project previously, bathroom design, outreach and three alternatives. The 30% is primarily focused on the stage and when the project goes to full construction design, the full site improvements would be included.

Lewis likes the load in/out for the stage footprint where it is. She is worried about what will be paved in order to create new in/out access. She does not want to move the agreement forward as is.

In response to questions, Belknap said the previous design established the location of the bathroom with the intent the stage be supported by the bathroom electrical and mechanical. If the Council feels it needs to be somewhere else, the project can start from scratch.

Parker said the information was already gathered and doesn't know what would be benefitted by starting over. Kelly said she agrees with Lewis on the loading area. She would like to take a longer look and get more input as the public may have different opinions now. Taruscio said she can see the urgency for a covered stage but is not a fan of reinventing wheel. Belknap said staff would need six months to rescope

the project and can do so if that is the Council's desire. Blankenship didn't like idea of committing to the plan and wanted to pause. Belknap provided more background and information.

Davis moved to approve the agreement. Taruscio seconded. Roll Call Vote: Ayes: Three (Parker, Davis, Taruscio). Nays: Three (Blankenship, Lewis, Kelly). Abstentions: None. Mayor Bettge broke the tie with an aye vote. Motion carried.

Discussion ensued regarding the previous study, layout and concerns.

10. Franchise Agreement with the Port of Lewiston (ACTION ITEM) - Bill Belknap

The Port of Lewiston recently received a grant to install fiber optic cables from Lewiston to the City of Moscow. The Ports focus is providing long-haul service for internet service providers and not end-user services. City staff were approached by the Port with a request to install fiber optic cables within the City's public rights-of-way. The Port has a franchise agreement with the City of Lewiston to allow the installation of fiber optics cables within Lewiston. Staff has prepared a franchise agreement with the Port of Lewiston to allow the proposed fiber optic cable installation within the City's public rights-of-way under certain terms and conditions. In exchange, the Port will pay the City 5% of the gross revenues they receive from leasing fiber to internet service providers. Additionally, Idaho Code requires that franchise agreements be authorized by Ordinance. Staff has prepared an ordinance 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 adding the agreement is modeled off a City of Lewiston agreement and has a term of 20 years. The primary focus is multiple pathways to major hub locations and will use rural paths away from the other fiber lines on Highway 95 so there is redundancy and prevents in the case of a dig or emergency, all fiber being down at the same time.

Blankenship 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. Parker seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-10 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; GRANTING A NON-EXCLUSIVE FRANCHISE TO THE PORT OF LEWISTON TO INSTALL, OPERATE AND MAINTAIN FIBER OPTIC LINES AND RELATED FACILITIES; PROVIDING FOR AND ESTABLISHING A FRANCHISE FEE; 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.

11. Port of Lewiston Conduit Lease Agreement (ACTION ITEM) - Bill Belknap

The Port of Lewiston recently received a grant to install fiber optic cables from Lewiston to the City of Moscow. The Ports focus is providing long-haul service for internet service providers and not end-user services. City staff were approached by the Port with a request to lease available conduit pathways along their proposed installation route which includes a pathway from the Mountain View and Highway 8 intersection to the intersection of Sweet Avenue and South Main Street. The City has an existing spare conduit that is not currently being utilized and which can be made available for the Port's use. Staff has prepared a lease agreement for the subject conduit which includes a requirement

for the installation of an innerduct (a divider within the conduit that divides the conduit into multiple smaller pathways) which will preserve future capacity in the conduit for the City's use. The lease term is 20 years with a one-time lump sum lease payment of \$33,101 due to the grant funding for the project.

PROPOSED ACTIONS: Approve the proposed lease agreement; or take other action as deemed appropriate.

Belknap introduced the item as written above.

Parker moved to approve the lease agreement. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

Due to the late hour, reports were postponed.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 9:49 p.m.

ATTEST:

Arthur D. Bettge, Mayor

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Disbursement Report April 2024 - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

Sarah Decker, Director of Finance & Employee Services

DESCRIPTION

Accounts Payable Report for the month ending April 30th, 2024. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of \$2,410,055.06.

Payroll	\$1,206,570.00
Professional Services	\$161,720.00
Sanitation	\$346,019.00
Capital Outlay	\$113,553.00
Capital Outlay - Improvement	\$104,467.00
Supplies	\$126,363.00
Utilities	\$91,665.00
Contractual Payments	\$94,847.00
ACH Wells Fargo	\$29,156.00
Total	\$2,274,360.00

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 April 2024.

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of April 2024.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. April Revenue Report 2024
2. Cash & Investments Balances - April 2024

3. Disbursement Report - April 2024
4. Major Expenditures April 2024

RECEIPTS REPORT FOR APRIL 2024

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	25,886.59	159,540.20	74,573.69	758,604.54	146,128.33	10,991.55	285,746.20	13,760.42	0.00	4,976.84	1,480,208.36
105	STREETS	37,931.05	0.00	0.00	471,483.78	0.00	0.00	0.00	1,183.00	0.00	0.00	510,597.83
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	89,543.82	0.00	0.00	-631.89	108.50	0.00	89,045.43
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	41.32	1,712.44
220	WATER	0.00	0.00	0.00	0.00	552,136.28	0.00	1,569.66	0.00	0.00	0.00	553,705.94
230	SEWER	0.00	0.00	0.00	0.00	979,569.38	0.00	1,981.97	112.55	0.00	0.00	981,663.90
235	STORMWATER	0.00	0.00	0.00	0.00	62,647.31	0.00	0.00	0.00	0.00	0.00	62,647.31
240	SANITATION	0.00	0.00	0.00	0.00	485,642.05	0.00	0.00	0.00	0.00	0.00	485,642.05
290	FLEET	0.00	0.00	0.00	0.00	79,512.26	0.00	0.00	0.00	0.00	0.00	79,512.26
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	500.00	0.00	0.00	0.00	31,955.93	0.00	0.00	0.00	32,455.93
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	3,370.86	0.00	0.00	0.00	3,370.86
590	BOND & INTEREST	3,731.06	0.00	0.00	0.00	0.00	0.00	2,511.84	0.00	0.00	0.00	6,242.90
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	67,548.70	159,540.20	75,098.69	1,238,179.33	2,544,055.82	10,991.55	327,136.46	14,424.08	108.50	5,018.16	4,442,101.49

City of Moscow Cash and Investments Balances as of 4/30/2024		
Fund	Year to Date Balance	
General Fund	\$	8,845,057.69
Street Fund	\$	2,614,216.09
Recreation & Culture	\$	1,531,038.09
MSDCP	\$	128,173.89
1912 Fund	\$	69,473.07
Transit Center	\$	72,127.58
Water Fund	\$	3,471,770.53
Sewer Fund	\$	4,428,187.35
Stormwater	\$	439,035.62
Sanitation Fund	\$	3,848,888.63
Fleet Fund	\$	6,875,887.67
Information Systems	\$	5,645,834.24
Water Capital	\$	5,361,855.65
Sewer Capital	\$	20,742,615.35
Stormwater Capital	\$	330,842.70
Capital Projects	\$	11,121,632.28
Sanitation Capital	\$	7,986,776.48
LID Construction	\$	218.29
Hamilton	\$	790,389.10
Bond & Interest	\$	1,051,875.83
LID Funds	\$	35,611.11
Payroll Service	\$	1,219,046.24
Total Cash & Investments	\$	86,610,553.48

DISBURSEMENTS REPORT FOR APRIL 2024												
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
BATCH #		4/4/2024	4/11/2024	4/15/2024	4/18/2024	4/25/2024	4/11/2024	4/11/2024	4/19/2024	4/5/2024	4/19/2024	
CHECK #'s		AP 4.5.2024	AP 4.12.2024	AP 4.15.2024	AP 4.19.2024	AP 4.26.2024	4/23/2024 AP 4.5.2024 AP 4.19.2024	4/25/2024 AP 4.12.2024 AP 4.25.2024	4/22/2024 AP 4.19.2024 AP 4.22.2024	ID97	ID98 ID99	
		108626-108697	108698-108761	108762	108763-108829	108830-108908	April's CC ACH's	April's ACH's	108798 108720	21610-21611	21612	
Fund #	ACH for Wells Fargo to be Imported						9,975.36					9,975.36
101	GENERAL	28,369.76	84,529.50		19,081.36	16,254.22	7,661.58		(140.00)	347,572.57	369,486.00	872,814.99
105	STREETS	75,184.36	6,318.34		232.28	20,258.61	311.24			30,424.01	29,807.80	162,536.64
120	RECREATION AND CULTURE	13,145.22	3,898.30		9,070.81	6,487.57	4,642.84			53,765.01	60,539.88	151,549.63
121	MSD COMM. PLAY FIELDS	11.95			2,483.20	1,365.75				2,552.01	2,223.86	8,636.77
123	1912 CENTER		10,750.00									10,750.00
128	TRANSIT CENTER	1143.82				200.00						1,343.82
220	WATER	41,932.36	6,206.06	1,506.24	36,244.64	6,703.71	3,540.09			47,954.85	50,711.98	194,799.93
230	SEWER	48,197.13	48,544.22	2,678.08	46,887.30	13,291.32	1,886.89	20,697.72		51,239.77	52,446.67	285,869.10
235	STORMWATER	477.68	1,188.54		421.07	105.38	98.00			14,737.92	15,848.23	32,876.82
240	SANITATION	109,890.81	5.50					215,905.21		8,400.19	8,582.28	342,783.99
290	FLEET	7,156.40	25,278.59		219.29	32,571.34	(106.20)			10,330.52	17,405.83	92,855.77
295	INFORMATION SYSTEMS	7,587.00	21,792.71		7,170.00	6,409.96	1,146.46		(3,480.00)	15,978.65	16,562.38	73,167.16
320	WATER CAPITAL PROJECTS				75,903.08			973.07				76,876.15
330	SEWER CAPITAL PROJECTS							973.07				973.07
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS	21,602.36	40,000.00			4,787.50		25,856.00				92,245.86
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	354,698.85	248,511.76	4,184.32	197,713.03	108,435.36	29,156.26	264,405.07	(3,620.00)	582,955.50	623,614.91	2,410,055.06

Gina Taruscio

Hailey Lewis

Bryce Blankenship

Sarah L. Decker, Director of Finance & Employee Services

Major Expenditures for April 2024

[illegible]

Total: \$ 318,869.81

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Proposed Lot Line Adjustment of Lots 1-4, Block 3, of Paradise View Addition – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicant, Moscow Affordable Housing Trust, is requesting a lot line adjustment between four properties legally described as Lots 1-4, Block 3, of Paradise View Addition. The proposed lot line adjustment would increase Lot 1 from 2,934 sf to 2,999 sf, increase Lot 2 from 2,065 sf to 2,257 sf, increase Lot 3 from 2,054 sf to 2,277 sf and decrease Lot 4 from 2,793 to 2,313. The subject lots are currently vacant land and were previously platted within the Paradise View Subdivision. The applicant is requesting the lot line adjustment in order to meet the minimum lot requirements to construct twin homes. The subject lots are currently zoned Multiple Family Residential (R-4) where the minimum lot size for twinhomes is 2,250 sf and the minimum lot width is 20 feet. All proposed lots meet the minimum lot size and width requirements of the R-4 Zone. This was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment with no conditions.

STAFF RECOMMENDATION

Approve the lot line adjustment with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Applicant Request
2. Existing Exhibit
3. Proposed Exhibit
4. Legal Descriptions

March 22, 2024

Mayor Bettge
Members of the City Council
City of Moscow, Idaho
206 E Third Street
Moscow, Idaho 83843

Subject: Request for Lot Line Adjustment Paradise View Addition.

Dear Mayor Bettge and Members of the City Council,

Moscow Affordable Housing Trust, Inc., the owner of Lots 1 – 4 of Block 3 of Paradise View Addition would like to adjust the lot lines separating Lot 1 and 2, Lot 2 and 3, and Lot 3 and 4. The purpose of this request is to realign the lot lines to meet the minimum lot area requirement for construction of twinhomes. The proposed adjustment aims to move the lot lines in a southward direction as follows, Lots 1 - 2 by one foot, Lot 2 – 3 by four feet, Lot 3 – 4 by seven and one-half feet.

Please see the attached proposed record of survey showing the existing and proposed lot lines and legal descriptions for the revised lots.

Enclosed are:

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

Should you require any further information or clarification regarding this request, please do not hesitate to contact me at 208.882.3520 or nurinimmer@moscow.com.

Sincerely,

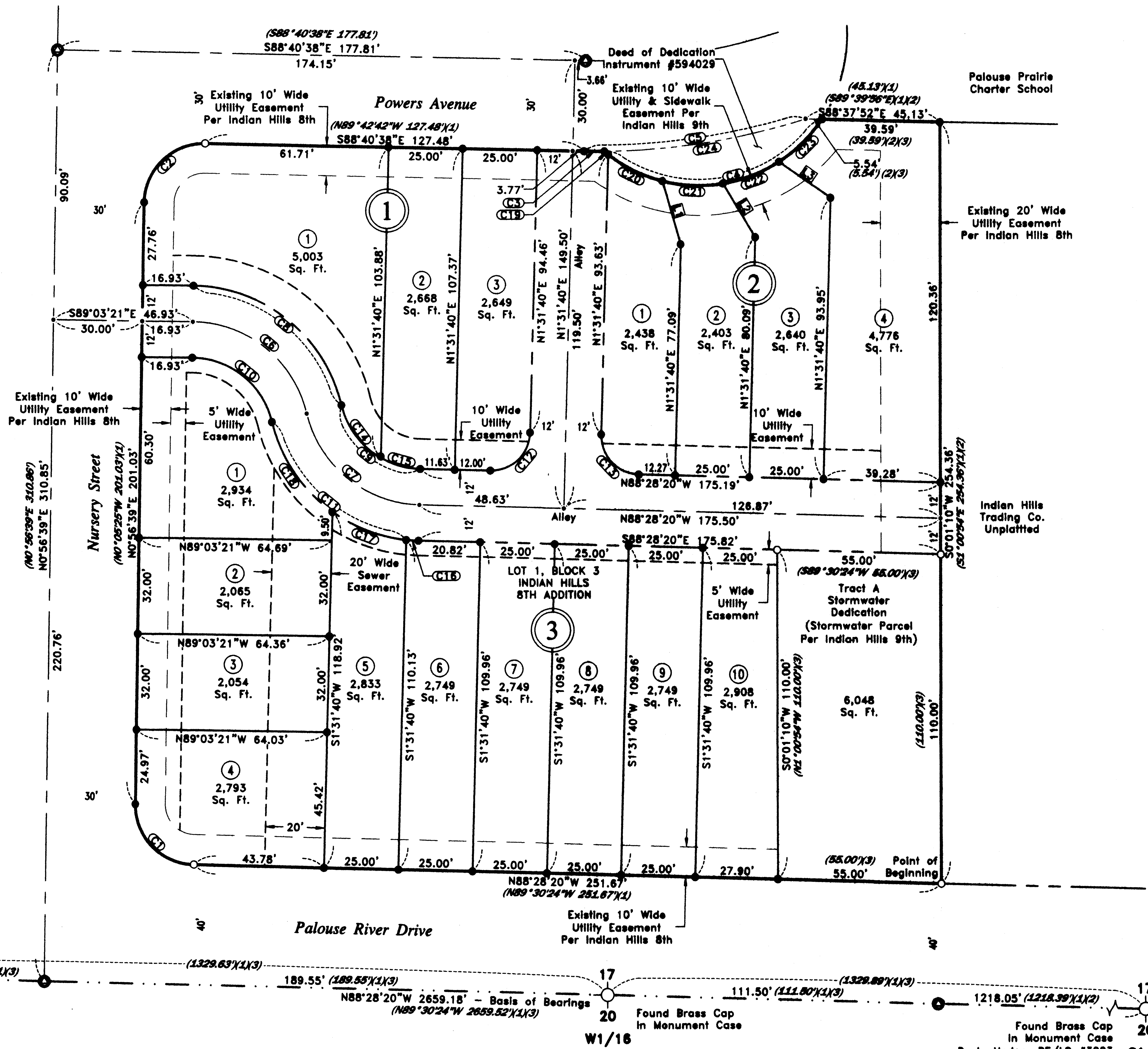


Nuri W. Nimmer, P.E.
Principal
Hodge & Associates, Inc.

Enc.

cc. Moscow Affordable Housing Trust, Inc.

Section 17, T39N, R5W, BM



- Survey References:**
- 1. Indian Hills 8th Addition to the City of Moscow, Instrument #525967, by J. Hammond, PE/LS #2102.
 - 2. Deed of Dedication, Instrument #594029, Indian Hills Trading Co. LLC to City of Moscow.
 - 3. Indian Hills 9th Addition to the City of Moscow, Instrument #595522, by J. Hammond, PE/LS #2102.

Basis of Bearings
The Basis of Bearings for this survey is the south line of the SW1/4 of Section 17 shown hereon as N88°28'20"W, per GPS observation.

- Legend**
- Found Monument as Described
 - Set 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "Priest 6449"
 - Found 5/8" Diameter Rebar "Hedco, Inc PE/LS 2102"
 - Calculated Position
 - Found Centerline Monument
 - Block Number
 - Lot Number
 - Record Data, See Survey References
 - Boundary Line
 - Lot Line
 - Section Line
 - Centerline
 - Right-of-Way
 - Right-of-Way, Prior to Deed of Dedication Instrument #594029
 - Easement - This Platting
 - Existing Easement

Found Brass Cap
In Monument Case
By G. Presol, PE/LS #2845
CPF Instrument #382427
Previously Filed Under
CPF Instrument #298481

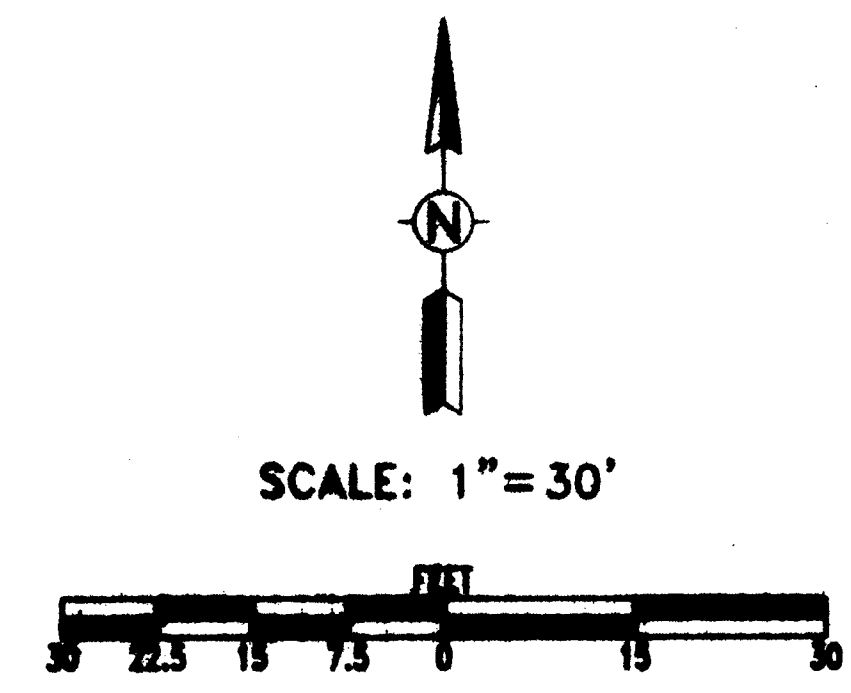
Found Brass Cap
In Monument Case
By L. Hodge, PE/LS #3003
CPF Instrument #525673
Previously Filed Under
CPF Instrument #281753

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	31.21'	89°24'59"	20.00'	28.14'	S43°45'50"E
C2	31.55'	90°22'43"	20.00'	28.38'	S46°08'01"W
C3	6.89'	1°43'00"	230.00'	6.89'	S89°32'47"E
C4	83.61'	95°48'43"	50.00'	74.20'	N81°46'58"E
C5	75.90'	18°54'29"	230.00'	75.56'	N81°51'27"E
C6	52.75'	75°33'54"	40.00'	49.01'	S51°16'24"E
C7	52.35'	74°58'53"	40.00'	48.69'	S50°58'53"E
C8	68.58'	75°33'54"	52.00'	63.72'	N51°16'24"W
C9	36.64'	74°58'53"	28.00'	34.08'	N50°58'53"W
C10	36.93'	75°33'54"	28.00'	34.31'	S51°16'24"E
C11	68.05'	74°58'53"	52.00'	63.30'	S50°58'53"E
C12	20.42'	90°00'00"	13.00'	18.38'	S46°31'40"W

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C13	20.42'	90°00'00"	13.00'	18.38'	S43°28'20"E
C14	22.71'	46°27'49"	28.00'	22.09'	S36°43'21"E
C15	13.94'	28°31'04"	28.00'	13.79'	S74°12'48"E
C16	4.19'	4°36'44"	52.00'	4.18'	N86°09'58"W
C17	26.80'	29°31'31"	52.00'	26.50'	N69°05'51"W
C18	37.07'	40°50'39"	52.00'	36.29'	N33°54'46"W
C19	1.68'	1°55'15"	50.00'	1.68'	S51°16'18"E
C20	20.48'	23°28'19"	50.00'	20.34'	S63°58'04"E
C21	20.48'	23°28'21"	50.00'	20.34'	S87°26'24"E
C22	20.48'	23°28'22"	50.00'	20.34'	N69°05'14"E
C23	20.48'	23°28'27"	50.00'	20.34'	N45°36'50"E
C24	69.01'	17°11'28"	230.00'	68.75'	N80°59'57"E

Line Table		
Line	Bearing	Distance
L1	S16°14'35"E	22.17'
L2	S31°15'59"E	21.10'
L3	S55°01'19"E	21.13'

Curves 1, 2 & 5 Length, Delta, Radius and Chord Length Values are the Same as the Values Shown in Reference (1).
Curve 3 Length, Delta, Radius and Chord Length Values are the Same as the Values Shown in Reference (3).
Curves 4 & 24 Length, Delta, Radius and Chord Length Values are the Same as the Values Shown in References (2) & (3).



NO. _____ AT THE REQUEST OF: _____
DATE & HOUR: _____
HENRIANNE WESTBERG
LATAH COUNTY RECORDER
FEE \$ _____ BY _____

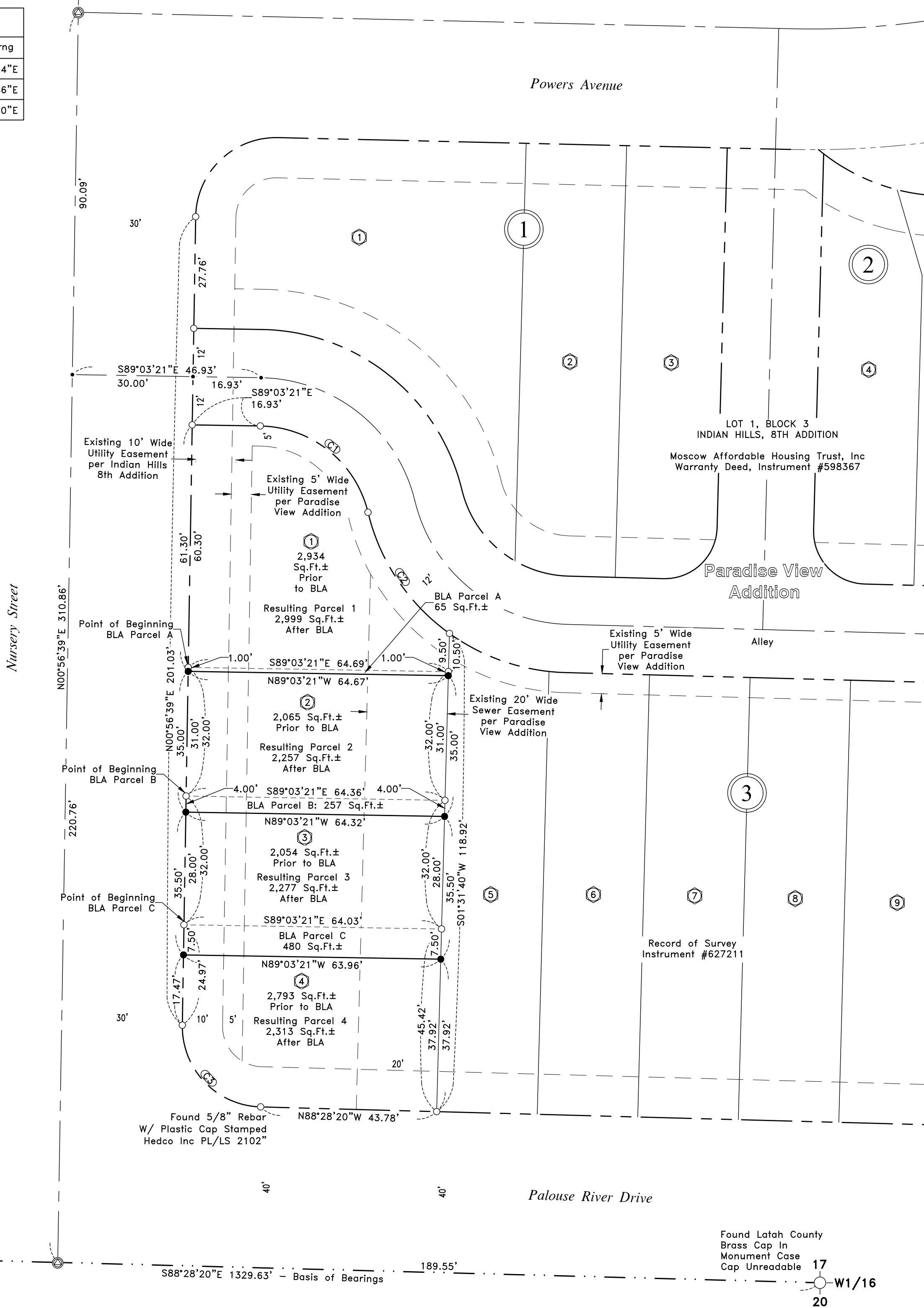
PLM ROCK CONSULTING, INC.
P.O. Box 8728
405 S. Washington Street
Moscow, Idaho 83843
(208) 862-3328

PROFESSIONAL LAND SURVEYOR
REGISTERED
6449
DUANE E. PRIEST
7-22-20

Plat of:
Paradise View Addition
to the City of Moscow, Latah County, Idaho
A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition

Drafted by: SW
Checked by: DEP
File Name: 4145 Plat.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 4145-0519
Date: 7/21/20

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	36.93'	75°33'54"	28.00'	34.31'	S51°16'24"E
C2	37.07'	40°50'39"	52.00'	36.29'	S33°54'46"E
C3	31.21'	89°24'59"	20.00'	28.14'	S43°45'50"E



Found Brass Cap
Set By G. Presol, PE/LS #2845
CPF Instrument #382427
Re-recorded By
J. Dunsmore, RLS #1003
CPF Instrument #501181
Corner Previously Set and
Recorded, CPF Instrument #298481
Presol Re-set This Corner Due
To Road Construction

18 17
19 20
1140.08'

Found 5/8" Rebar
W/ Plastic Cap Stamped
Hedco Inc PL/LS 2102"

Found Latah County
Brass Cap In
Monument Case
Cap Unreadable
17
20
W1/16

Section 17, T39N, R5W, BM

Survey References:

- Indian Hills 8th Addition to the City of Moscow, Instrument #525967, by J. Hammond, PE/LS #2102.
- Deed of Dedication, Instrument #594029, Indian Hills Trading Co. LLC to City of Moscow.
- Indian Hills 9th Addition to the City of Moscow, Instrument #595522, by J. Hammond, PE/LS #2102.
- Paradise View Addition to the City of Moscow, Latah County, Idaho: ARe-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, by D. Priest, PLS #6449.
- Record of Survey, Instrument #627211, by M. Dahlin, PLS #17534.

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 southwest corner of Section 17 and the found southeast corner of the Southwest Quarter of the Southwest Quarter of Section 17, said bearing being S88°28'20"E.

Surveyor's Certificate

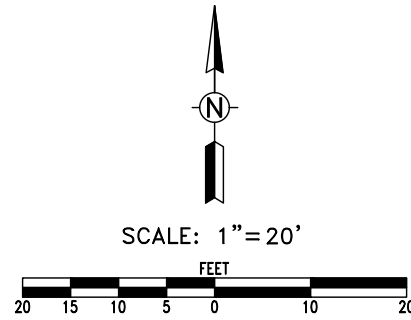
I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Moscow Affordable Housing Trust, Inc in March 2024.

Surveyor Narrative

- The purpose of this survey was to locate, monument and map the boundaries of Lots 1-4 of Block 3 of Paradise View Addition to the City of Moscow, Instrument #608940 and to survey 3 strips of land from Lots 2 (BLA Parcel A), 3 (BLA Parcel B) & 4 (BLA Parcel C) to be parceled with Lots 1 (BLA Parcel A), 2 (BLA Parcel B) and 3 (BLA Parcel C) to better accommodate the intended use of said parcels.
- The south line of the Southwest Quarter of the Southwest Quarter of Section 17 was located to establish the Basis of Bearings and primary boundary control. Lots 1-4 were rotated to project basis and located accordingly.
- All measurements shown on this survey match the corresponding measurements of record from the Plat of Paradise View Addition.
- This survey was conducted without a title search. It does not show the existence of all easements and or encumbrances, recorded or unrecorded that may affect this property.
- Prior to any conveyance, compliance with any state and local statutes, ordinances and regulations governing the division of land are the landowner's responsibility.

Legend

- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found 5/8" Diameter Rebar w/ Plastic Cap Stamped "Priest 6449", or as Described
- Calculated Position
- Found Centerline Monument
- Block Number
- Lot Number
- Boundary Line Adjustment
- Section Line
- New Parcel Boundary Line, this Survey
- Existing Lot Line
- Lot Line, no Longer Parcel Boundary
- Right-of-Way
- Easement



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

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

Michael E. Dahlin, Inc.
Surveying • Planning • Landscape Architecture

Lead Surveyor
Site Mapping

RTM ROCK CONSULTING, INC.

120 WEST 20 STREET #102 MOSCOW, IDAHO 83843-0805 208.882.3539 info@rtmrockconsulting.net

PROFESSIONAL LAND SURVEYOR
STATE OF IDAHO
MICHAEL E. DAHLIN
17534

PRELIMINARY
NOT FOR RECORDING

Record of Survey for:
Moscow Affordable Housing Trust, Inc
Latah, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	4145-BLA.dwg
Tab:	Layout
Plot Style	OCE.ctb
Project:	4145-0519
Date:	3/21/24

1

of

1

3/21/2024

Legal Description by Hodge & Associates for:
Moscow Affordable Housing, Inc.
Boundary Line Adjustment Parcel B

A parcel of land, being a portion of Lot 3 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 2 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.36 feet to the southeast corner of said Lot 2;
Thence along the east line of Lot 3 of Block 3 of Paradise View Addition, S01°31'40"W, 4.00 feet;
Thence leaving said east line, N89°03'21"W, 64.32 feet to a point on the west line of said Lot 3
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 4.00 feet to the **Point of Beginning**.

Parcel contains 257 square feet, more or less.

Subject to: A utility easement along the west 10.00 feet of the above described parcel, as shown on the Plat of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County Records.

Also Subject to: A utility easement along the east 5.00 feet of the west 15.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

Also Subject to: A sewer easement along the east 20.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.



3/21/2024

Legal Description by Hodge & Associates for:
Moscow Affordable Housing, Inc.
Boundary Line Adjustment Parcel C

A parcel of land, being a portion of Lot 4 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 3 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.03 feet to the southeast corner of said Lot 3;
Thence along the east line of Lot 4 of Block 3 of Paradise View Addition, S01°31'40"W, 7.50 feet;
Thence leaving said east line, N89°03'21"W, 63.96 feet to a point on the west line of said Lot 4
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 7.50 feet to the **Point of Beginning**.

Parcel contains 480 square feet, more or less.

Subject to: A utility easement along the west 10.00 feet of the above described parcel, as shown on the Plat of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County Records.

Also Subject to: A utility easement along the east 5.00 feet of the west 15.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

Also Subject to: A sewer easement along the east 20.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.



F:\4145 Indian Hills-Palouse River Dr Affordable Housing\4145-Word\4145 BLA C.doc\Legal Description

3/21/2024

Legal Description by Hodge & Associates for:
Moscow Affordable Housing, Inc.
Resulting Parcel 1

A parcel of land being Lot 1 and a portion of Lot 2 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Lot 1 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho.

Lot 1 contains 2,934 square feet, more or less.

Together with: A parcel of land, being a portion of Lot 2 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 1 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.69 feet to the southeast corner of said Lot 1;
Thence along the east line of Lot 2 of Block 3 of Paradise View Addition, S01°31'40"W, 1.00 foot;
Thence leaving said east line, N89°03'21"W, 64.67 feet to a point on the west line of said Lot 2
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 1.00 foot to the **Point of Beginning**.

Parcel contains 65 square feet, more or less.

Total Resulting Parcel contains 2,999 square feet, more or less.

Subject to: A utility easement along the west 10.00 feet of the above described parcel, as shown on the Plat of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County Records.

Also Subject to: A utility easement along the east 5.00 feet of the west 15.00 feet and the north 5.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

Also Subject to: A sewer easement along the east 20.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.



F:\4145 Indian Hills-Palouse River Dr Affordable Housing\4145-Word\4145 Resulting 1.doc\Legal Description

3/21/2024

Legal Description by Hodge & Associates for:
Moscow Affordable Housing, Inc.
Resulting Parcel 2

A parcel of land being portions of Lot 2 and Lot 3 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Lot 2 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho.

Lot 2 contains 2,065 square feet, more or less.

Excepting Therefrom: A parcel of land, being a portion of Lot 2 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 1 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.69 feet to the southeast corner of said Lot 1;
Thence along the east line of Lot 2 of Block 3 of Paradise View Addition, S01°31'40"W, 1.00 foot;
Thence leaving said east line, N89°03'21"W, 64.67 feet to a point on the west line of said Lot 2
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 1.00 foot to the **Point of Beginning**.

Parcel contains 65 square feet, more or less.

Together With: A parcel of land, being a portion of Lot 3 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 2 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.36 feet to the southeast corner of said Lot 2;
Thence along the east line of Lot 3 of Block 3 of Paradise View Addition, S01°31'40"W, 4.00 feet;
Thence leaving said east line, N89°03'21"W, 64.32 feet to a point on the west line of said Lot 3
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 4.00 feet to the **Point of Beginning**.

Parcel contains 257 square feet, more or less.

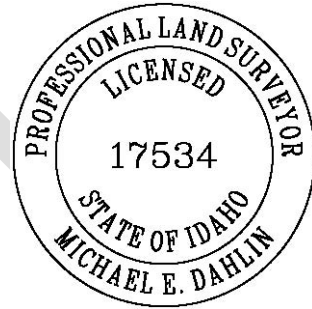
Total Resulting Parcel contains 2,257 square feet, more or less.

F:\4145 Indian Hills-Palouse River Dr Affordable Housing\4145-Word\4145 Resulting 2.doc\Legal Description

Subject to: A utility easement along the west 10.00 feet of the above described parcel, as shown on the Plat of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County Records.

Also Subject to: A utility easement along the east 5.00 feet of the west 15.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

Also Subject to: A sewer easement along the east 20.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.



3/21/2024

Legal Description by Hodge & Associates for:
Moscow Affordable Housing, Inc.
Resulting Parcel 3

A parcel of land being portions of Lot 3 and Lot 4 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Lot 3 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho.

Lot 3 contains 2,054 square feet, more or less.

Excepting Therefrom: A parcel of land, being a portion of Lot 3 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 2 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.36 feet to the southeast corner of said Lot 2;
Thence along the east line of Lot 3 of Block 3 of Paradise View Addition, S01°31'40"W, 4.00 feet;
Thence leaving said east line, N89°03'21"W, 64.32 feet to a point on the west line of said Lot 3
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 4.00 feet to the **Point of Beginning**.

Parcel contains 257 square feet, more or less.

Together With: A parcel of land, being a portion of Lot 4 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 3 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.03 feet to the southeast corner of said Lot 3;
Thence along the east line of Lot 4 of Block 3 of Paradise View Addition, S01°31'40"W, 7.50 feet;
Thence leaving said east line, N89°03'21"W, 63.96 feet to a point on the west line of said Lot 4
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 7.50 feet to the **Point of Beginning**.

Parcel contains 480 square feet, more or less.

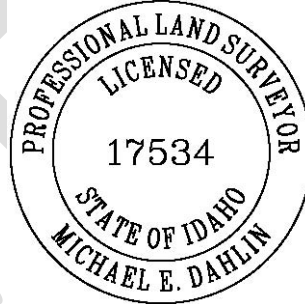
Total Resulting Parcel contains 2,277 square feet, more or less.

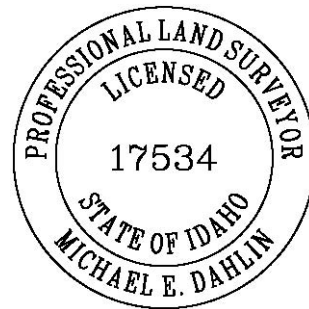
F:\4145 Indian Hills-Palouse River Dr Affordable Housing\4145-Word\4145 Resulting 3.doc\Legal Description

Subject to: A utility easement along the west 10.00 feet of the above described parcel, as shown on the Plat of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County Records.

Also Subject to: A utility easement along the east 5.00 feet of the west 15.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

Also Subject to: A sewer easement along the east 20.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.





3/21/2024

Legal Description by Hodge & Associates for:
Moscow Affordable Housing, Inc.
Resulting Parcel 4

A parcel of land being a portion of Lot 4 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Lot 4 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho.

Lot 4 contains 2,793 square feet, more or less.

Excepting Therefrom: A parcel of land, being a portion of Lot 4 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southwest corner of Lot 3 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.03 feet to the southeast corner of said Lot 3;
Thence along the east line of Lot 4 of Block 3 of Paradise View Addition, S01°31'40"W, 7.50 feet;
Thence leaving said east line, N89°03'21"W, 63.96 feet to a point on the west line of said Lot 4
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 7.50 feet to the **Point of Beginning**.

Parcel contains 480 square feet, more or less.

Total Resulting Parcel contains 2,313 square feet, more or less.

Subject to: A utility easement along the south and west 10.00 feet of the above described parcel, as shown on the Plat of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County Records.

Also Subject to: A utility easement along the east 5.00 feet of the west 15.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

Also Subject to: A sewer easement along the east 20.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

3/21/2024

Legal Description by Hodge & Associates for:
Moscow Affordable Housing, Inc.
Boundary Line Adjustment Parcel A

A parcel of land, being a portion of Lot 2 of Block 3 of Paradise View Addition to the City of Moscow, Latah County, Idaho: A Re-Plat of Lot 1, Block 3 of Indian Hills 8th Addition, Instrument #608940, Latah County Records, located in the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

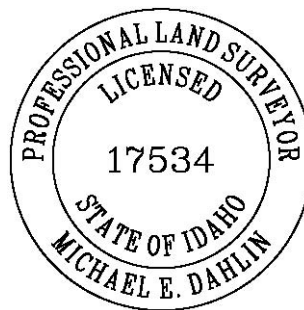
Beginning at the southwest corner of Lot 1 of Block 3 of Paradise View Addition,
Thence along the south line thereof, S89°03'21"E, 64.69 feet to the southeast corner of said Lot 1;
Thence along the east line of Lot 2 of Block 3 of Paradise View Addition, S01°31'40"W, 1.00 foot;
Thence leaving said east line, N89°03'21"W, 64.67 feet to a point on the west line of said Lot 2
and on the east right-of-way line of Nursery Street;
Thence along said common line, N00°56'39"E, 1.00 foot to the **Point of Beginning**.

Parcel contains 65 square feet, more or less.

Subject to: A utility easement along the west 10.00 feet of the above described parcel, as shown on the Plat of Indian Hills 8th Addition to the City of Moscow, Instrument #525967, Latah County Records.

Also Subject to: A utility easement along the east 5.00 feet of the west 15.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.

Also Subject to: A sewer easement along the east 20.00 feet of the above described parcel, as shown on the Plat of Paradise View Addition.



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Proposed Lot Line Adjustment for Lots 1 and 2, Block 10, of Edington 1st Addition Subdivision – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicant is requesting a lot line adjustment between two properties legally described as Lots 1 and 2, Block 10, of Edington 1st Addition Subdivision. Lot 1 is currently 63,105 square feet (1.45 acres) in size and parcel two is 35,040 square feet (0.80 acres). As a result of the lot line adjustment, Lot 1 would decrease in size to 39,560 square feet (.91 acres) and Lot 2 would increase to 58,585 square feet (1.34 acres). Both parcels are currently vacant and are located within the Residential Office (RO) Zoning District. The minimum lot size for the RO Zone is 5,000 square feet and the minimum lot width is 50 feet. Both of the proposed lots meet all of the requirements of the RO Zone. This item was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment request with the condition that the 20-foot wide utility easement be extended to provide sewer service to Lot 1 and be recorded with Latah County.

STAFF RECOMMENDATION

Approve the lot line adjustment request with the condition that the 20-foot wide utility easement be extended to provide sewer service to Lot 1 and be recorded with Latah County.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Applicant Request
2. Exhibit
3. Legal Descriptions
4. EXHIBIT - With New Easement



405 SE Brelsford DR, Ste C
Pullman, WA, 99163
509-339-6187

April 22, 2024

Mayor Art Bettge & City Council
206 E. 3rd Street
Moscow, ID 83843

Dear Mayor Bettge & City Council,

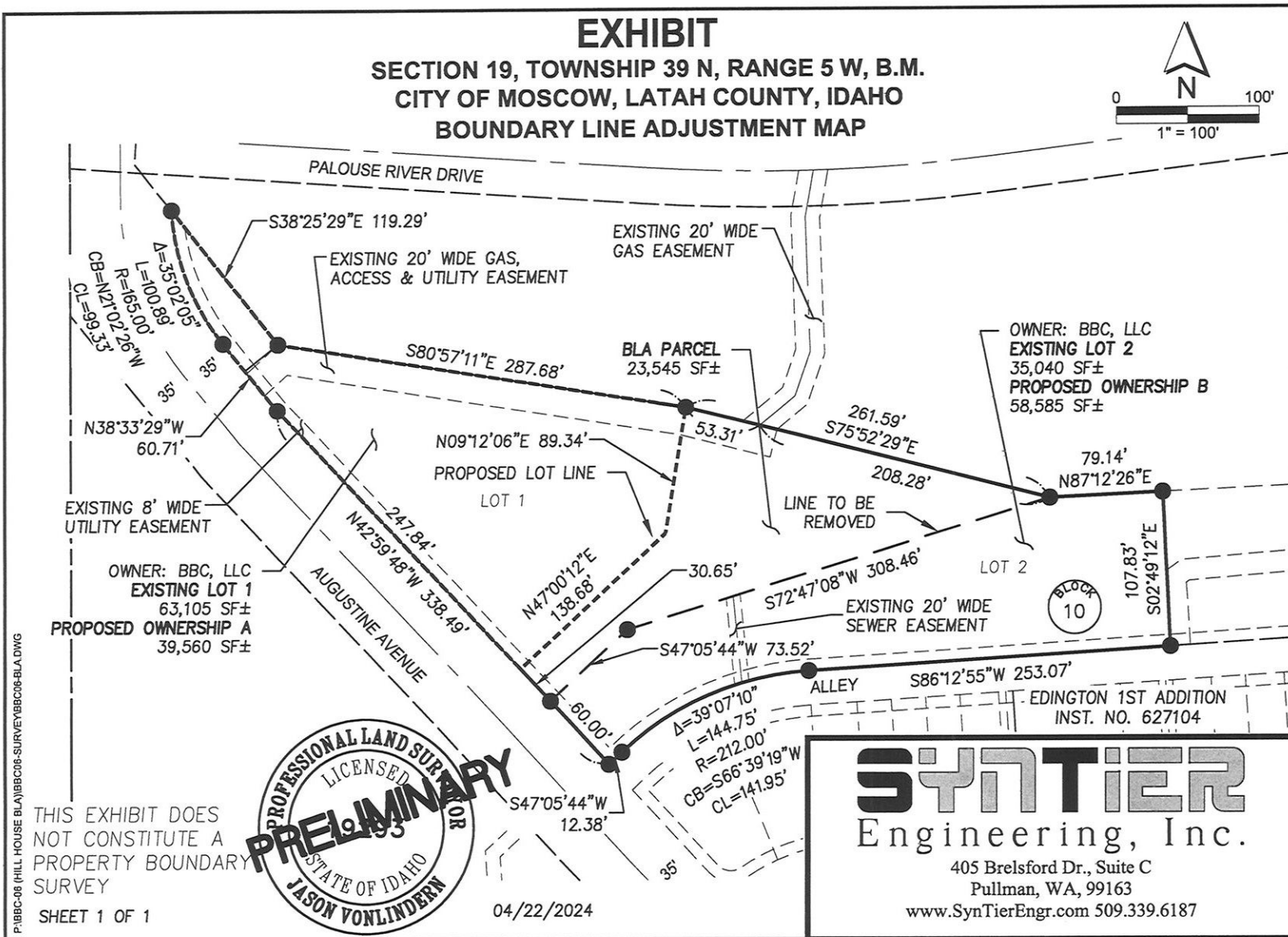
On behalf of Andrew Crapuchettes, I would like to request the Lot Line Adjustment of the adjacent lots in the recently platted Edington 1st Addition. The intention of the lot line adjustment is to move the north line of Lot 2, Block 10 of Edington 1st Addition northwesterly to incorporate approximately 23,545 square feet of land into said Lot 2.

Included in the application packet you will find the required Site Plan and Legal Description of the property. Please feel free to contact me if you have any questions or concerns regarding the property or the project.

Thank you,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Scott Sumner
Principal
SynTier Engineering



BEFORE

EXISTING LOT 1

LOT 1, BLOCK 10, EDINGTON 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT,
INSTRUMENT NUMBER 627104 RECORDS OF LATAH COUNTY.

CONTAINING: 63,105 SQUARE FEET OF LAND, MORE OR LESS.

EXISTING LOT 2

LOT 2, BLOCK 10, EDINGTON 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT,
INSTRUMENT NUMBER 627104, RECORDS OF LATAH COUNTY.

CONTAINING: 35,040 SQUARE FEET OF LAND, MORE OR LESS.

AFTER**PROPOSED OWNERSHIP A**

LOT 1, BLOCK 10, EDINGTON 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT, INSTRUMENT NUMBER 627104, RECORDS OF LATAH COUNTY.

EXCEPT THAT PART OF SAID LOT 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 72°47'08" WEST A DISTANCE OF 308.46 FEET;
- 2) SOUTH 47°05'44" WEST A DISTANCE OF 73.52 FEET;
- 3) NORTH 42°59'48" WEST A DISTANCE OF 30.65 FEET;

THENCE NORTH 47°00'12" EAST A DISTANCE OF 138.68 FEET;

THENCE NORTH 09°12'06" EAST A DISTANCE OF 89.34 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE SOUTH 75°52'29" EAST A DISTANCE OF 261.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 39,560 SQUARE FEET OF LAND, MORE OR LESS.

PROPOSED OWNERSHIP B

LOT 2, BLOCK 10, EDINGTON 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT, INSTRUMENT NUMBER 627104, RECORDS OF LATAH COUNTY.

TOGETHER WITH THAT PART OF LOT 1, SAID BLOCK 10, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 72°47'08" WEST A DISTANCE OF 308.46 FEET;
- 2) SOUTH 47°05'44" WEST A DISTANCE OF 73.52 FEET;
- 3) NORTH 42°59'48" WEST A DISTANCE OF 30.65 FEET;

THENCE NORTH 47°00'12" EAST A DISTANCE OF 138.68 FEET;

THENCE NORTH 09°12'06" EAST A DISTANCE OF 89.34 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE SOUTH 75°52'29" EAST A DISTANCE OF 261.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 58,585 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY SYNTIER ENGINEERING, INC.

LAND TO BE TRANSFERRED

A PORTION OF LOT 1, BLOCK 10, EDINGTON 1ST ADDITION TO THE CITY OF MOSCOW, AS SHOWN BY THE RECORDED PLAT, INSTRUMENT NUMBER 627104, RECORDS OF LATAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES;

- 1) SOUTH 72°47'08" WEST A DISTANCE OF 308.46 FEET;
- 2) SOUTH 47°05'44" WEST A DISTANCE OF 73.52 FEET;
- 3) NORTH 42°59'48" WEST A DISTANCE OF 30.65 FEET;

THENCE NORTH 47°00'12" EAST A DISTANCE OF 138.68 FEET;

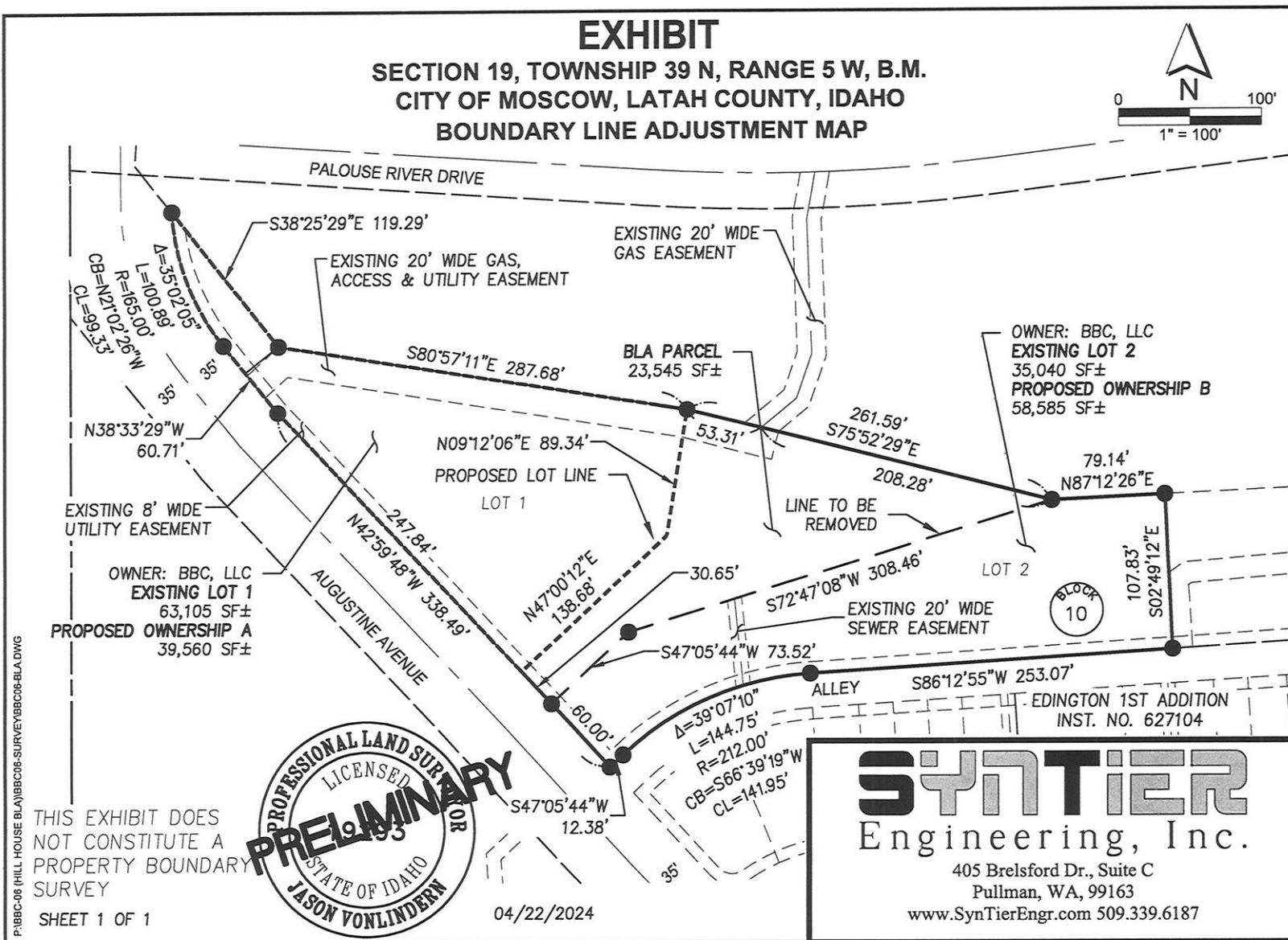
THENCE NORTH 09°12'06" EAST A DISTANCE OF 89.34 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE SOUTH 75°52'29" EAST A DISTANCE OF 261.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 23,545 SQUARE FEET OF LAND, MORE OR LESS.

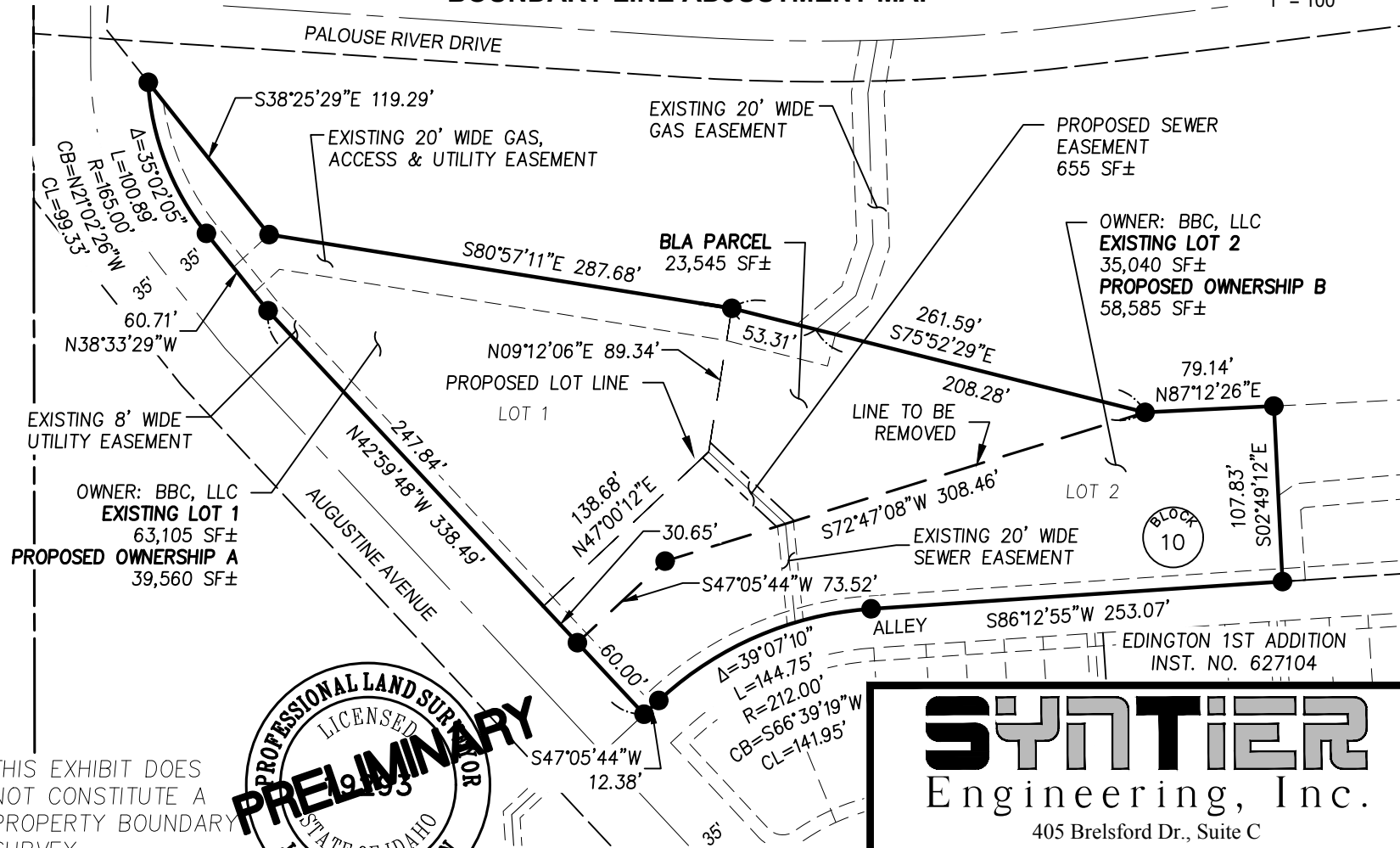
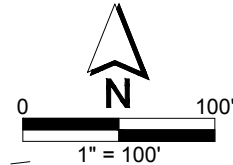
PREPARED BY SYNTIER ENGINEERING, INC.





EXHIBIT

SECTION 19, TOWNSHIP 39 N, RANGE 5 W, B.M.
CITY OF MOSCOW, LATAH COUNTY, IDAHO
BOUNDARY LINE ADJUSTMENT MAP



THIS EXHIBIT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY

SHEET 1 OF 1

05/06/2024

SYNTIER
Engineering, Inc.

405 Brelsford Dr., Suite C
Pullman, WA, 99163
www.SynTierEngr.com 509.339.6187

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Proposed Lot Division located at 824 Logan Street – Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicants, Ransom and Jessica Mallery and Raymond and Rhonda Mallery, are requesting a lot division to create two lots of approximately 8,341 sf and sf, 6,488 sf in size from one existing parcel of 14,829 sf in size. The intention of the lot division is to separate the existing house at 824 Logan Street and create a new lot for the construction of a single-family home with separate ownership. The subject property is located within the Medium Density (R-3) Zoning District, which requires a minimum lot size of 6,000 square feet and a minimum lot width of 60 feet for single-family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-3 Zone, and structures will meet all setback requirements. Property owners within 600 feet of the property have been notified of the proposed division and a sign was posted seven (7) days prior to the public meeting date. This item was reviewed and recommended for approval by the Public Works and Finance Committee on May 13, 2024.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the lot division request with the condition that the accessory structure located on the new lot be removed in order to meet zoning requirements.

STAFF RECOMMENDATION

Approve the lot division request with the condition that the accessory structure located on the new lot be removed in order to meet zoning requirements.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

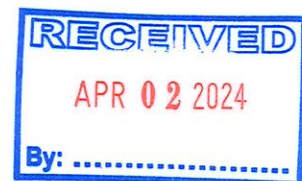
1. Applicant Request
2. Existing Exhibit
3. Proposed Exhibit
4. Legal Descriptions

Mayor Bettge and Council,

We, Raymond and Rhonda Mallery, are asking your permission to divide the lot with the physical address of 824 Logan St. into two single family dwelling lots. Enclosed is the legal description. We are asking to create two single family dwelling lots from the existing one.

Thank you for your time and consideration for us in this matter.

Sincerely,
Raymond and Rhonda Mallery
4/02/2024



Thursday, April 4, 2024

To Whom It May Concern:

We, Ransom and Jessica Mallery, give permission to Raymond and/or Rhonda Mallery to divide our lot, located at 824 Logan Street in Moscow, Idaho.

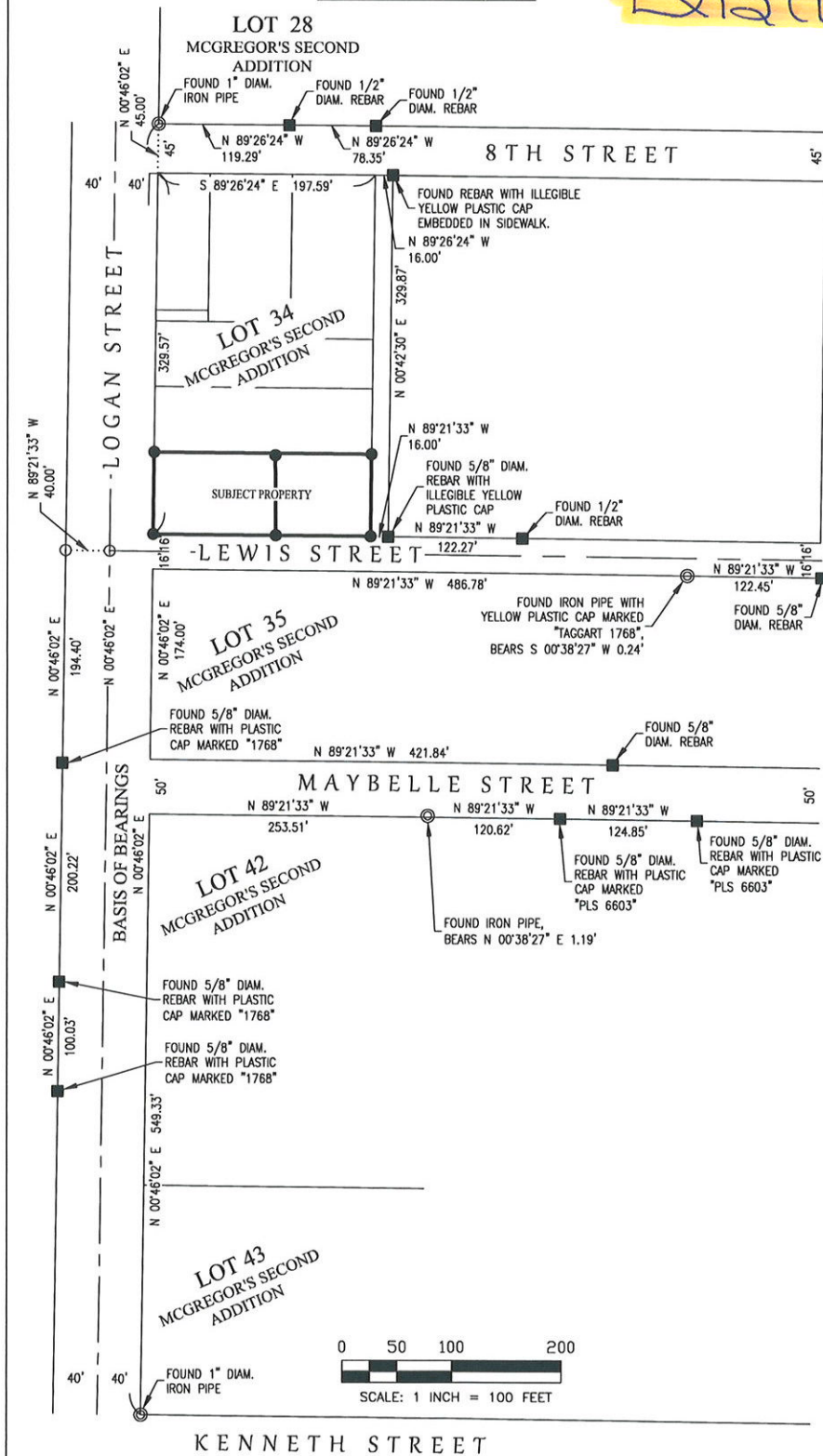
Thank you,

Ransom Mallery
Jessica Mallery

R. Mallery
Jessica Mallery

OVERVIEW

Existing



LEGEND:

Found as noted.	Description	Set as noted.
⊙	Iron pipe	
■	Rebar - found	
	Rebar - set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165", unless noted otherwise	●
○	Calculated point. Nothing found or set this survey.	
PP	Power pole	
E	Electric meter	
G	Gas meter	
W	Water meter	
SQ.FT.	Square feet	
DIAM.	Diameter	
CPFR	Corner Perpetuation and Filing Record (w/ instrument #)	
P.O.B.	Point of beginning	
T.P.O.B.	True Point of beginning	
(M)	Measured	
(R1)	Reference R1	
---	Section line/Section subdivision line	
---	Boundary of subject property	
---	Top back of curb	
---	Edge of gravel	
---	Tie line	
---	Overhead communications line	
---	Underground gas line	
---	Underground sewer	
	Concrete	

NOTES:

- 1). The Basis of Bearings for this survey is N00°46'02"E between a found 1" diameter iron pipe marking the Southwest corner of Lot 43 of McGregor's Addition and a found 1" diameter iron pipe marking the Southwest corner of Lot 28 of McGregor's Addition, as shown hereon.
- 2). This survey was performed using a Topcon Hiper V GPS with a Topcon FC-5000 data collector, and a Topcon QS3A total station with a Topcon FC-5000 data collector.
- 3). This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- 4). No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

NARRATIVE:

The purpose of this survey was to divide the subject property into two new lots and to monument and document the boundaries thereof. Lines shown on this survey were established or reestablished as follows:

- 1). Several monuments were found throughout McGregor's Addition as well as along the right of way of Logan Street. These monuments were used in conjunction with the Plat of McGregor's Addition to reestablish the certain lots of McGregor's Addition pertinent to this survey.
- 2). The subject property was then reestablished per the Deed (see R1), with the East and West boundaries being prorated to account for a slight shortage in the overall length of Lot 34.
- 3). The two new lots were established per the owners desired configuration.

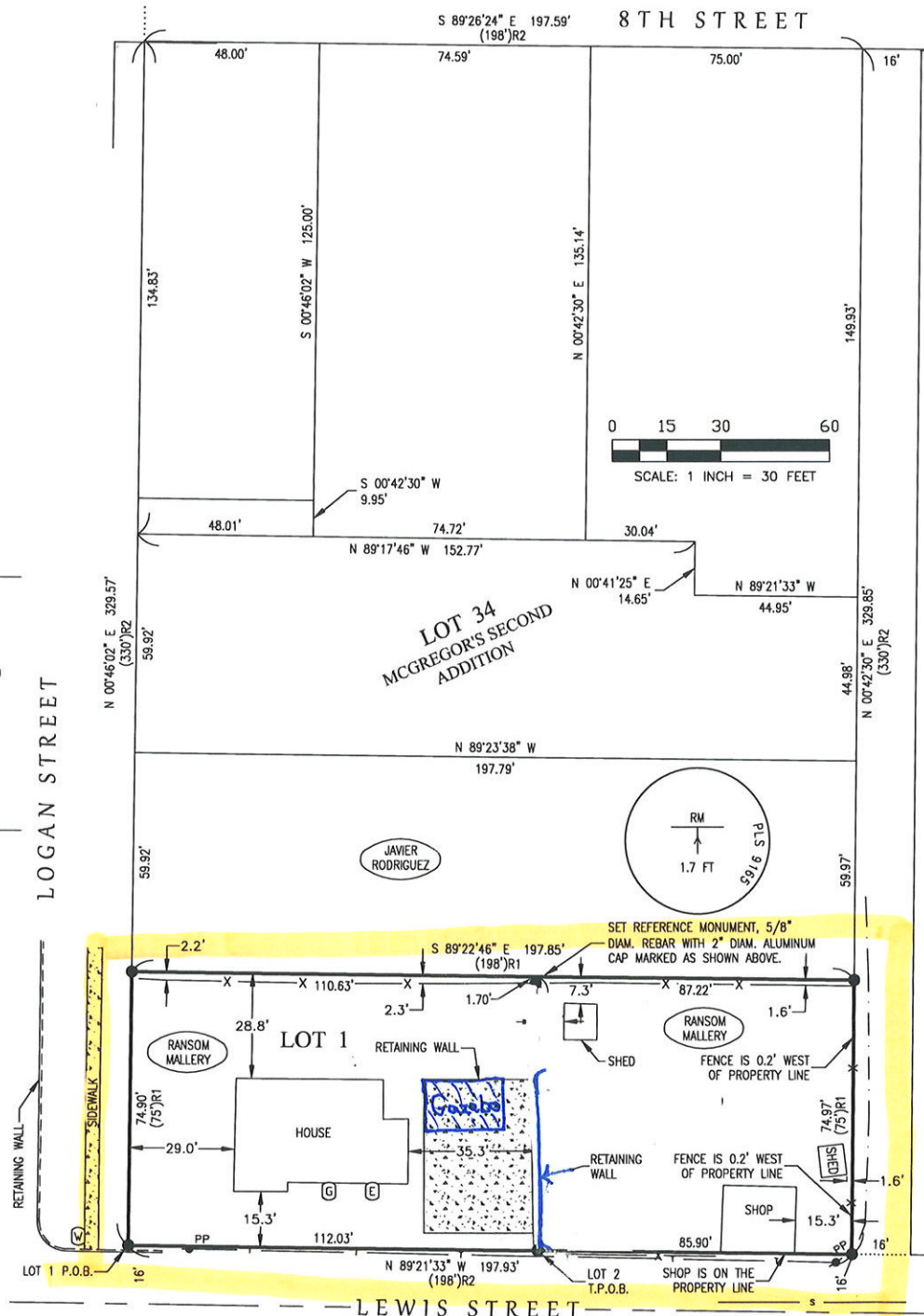
REFERENCES:

No.	Document	By	Inst. No.	Date
R1	Warranty Deed	Calza to Mallery	585958	June, 2017
R2	McGregor's Second Addition	Campbell	54277	September, 1889
R3	Record of Survey	Conrad Smith	312591	October, 1980
R4	Record of Survey	Melvin Taggart	339605	September, 1984
R5	Record of Survey	Scott L. Toldness	443783	May, 1999
R6	Record of Survey	Melvin Taggart	456276	March, 2001
R7	Record of Survey	Melvin Taggart	458233	June, 2001
R8	Record of Survey	Larry J. Hodge	361711	September, 1987
R9	Record of Survey	Ronald P. Monson	492023	November, 2004

RECORD OF SURVEY

Section 29, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho

SITE DETAIL



RECEIVED
APR 02 2024
By:

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH }
FILED FOR RECORD _____ AT _____ M.
AT THE REQUEST OF _____

COUNTY RECORDER
BY _____ DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF RANSOM MALLERY.
BRADLEY C. CUDDY, PLS 9165 DATE _____



DOCUMENTS PREPARED WITH THIS SURVEY

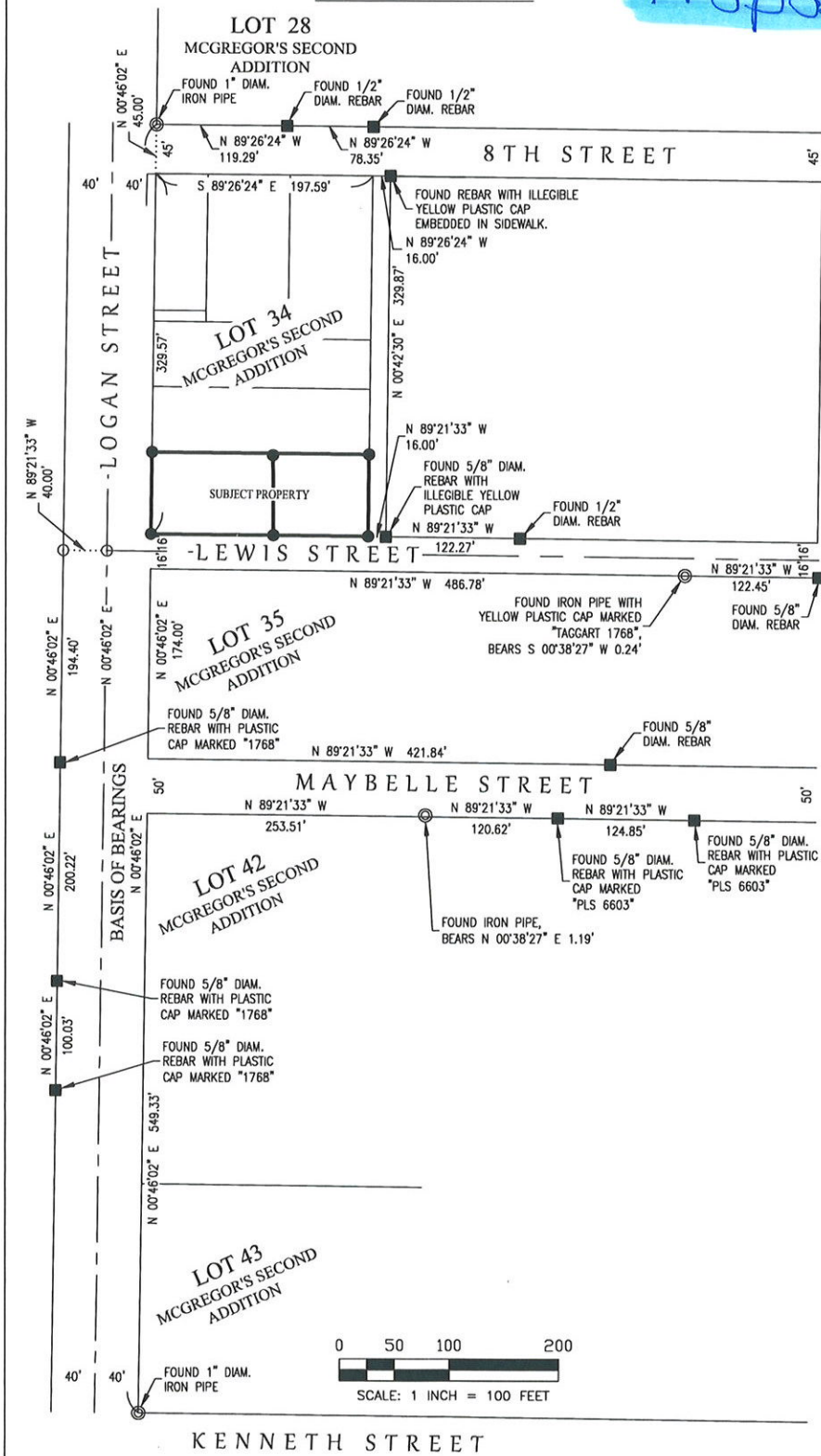
LEGAL DESCRIPTION FOR LOT 1
LEGAL DESCRIPTION FOR LOT 2

Cuddy & Associates, Inc.
Licensed Surveyors
13950 Highway 12 (208)-476-4643
Orofino, ID 83544 bradcuddy@ccebridge.net

PROJECT: Mallery, Roy.dwg	DRAWN BY: JPF
SURVEY COMPLETED: 10/31/2023	CHECKED BY: BCC
FILE LAST MODIFIED: 10/31/2023	SHEET: 1 OF 1
FILE NAME: Mallery, Roy.dwg	
LOCATION: S.29, T.39N., R.5W., B.M., LATAH CO., ID.	

OVERVIEW

Proposed



© 2023, Cuddy & Associates

LEGEND:

Found as noted.	Description	Set as noted.
⊙	Iron pipe	
■	Rebar - found	
	Rebar - set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165", unless noted otherwise	●
○	Calculated point. Nothing found or set this survey.	
PP	Power pole	
E	Electric meter	
G	Gas meter	
W	Water meter	
SQ.FT.	Square feet	
DIAM.	Diameter	
CPFR	Corner Perpetuation and Filing Record (w/ instrument #)	
P.O.B.	Point of beginning	
T.P.O.B.	True Point of beginning	
(M)	Measured	
(R1)	Reference R1	
---	Section line/Section subdivision line	
---	Boundary of subject property	
---	Top back of curb	
---	Edge of gravel	
---	Tie line	
---	Overhead communications line	
---	Underground gas line	
---	Underground sewer	
[Pattern]	Concrete	

NOTES:

- 1). The Basis of Bearings for this survey is N00°46'02"E between a found 1" diameter iron pipe marking the Southwest corner of Lot 43 of McGregor's Addition and a found 1" diameter iron pipe marking the Southwest corner of Lot 28 of McGregor's Addition, as shown hereon.
- 2). This survey was performed using a Topcon Hiper V GPS with a Topcon FC-5000 data collector, and a Topcon Q53A total station with a Topcon FC-5000 data collector.
- 3). This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- 4). No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

NARRATIVE:

The purpose of this survey was to divide the subject property into two new lots and to monument and document the boundaries thereof. Lines shown on this survey were established or reestablished as follows:

- 1). Several monuments were found throughout McGregor's Addition as well as along the right of way of Logan Street. These monuments were used in conjunction with the Plat of McGregor's Addition to reestablish the certain lots of McGregor's Addition pertinent to this survey.
- 2). The subject property was then reestablished per the Deed (see R1), with the East and West boundaries being prorated to account for a slight shortage in the overall length of Lot 34.
- 3). The two new lots were established per the owners desired configuration.

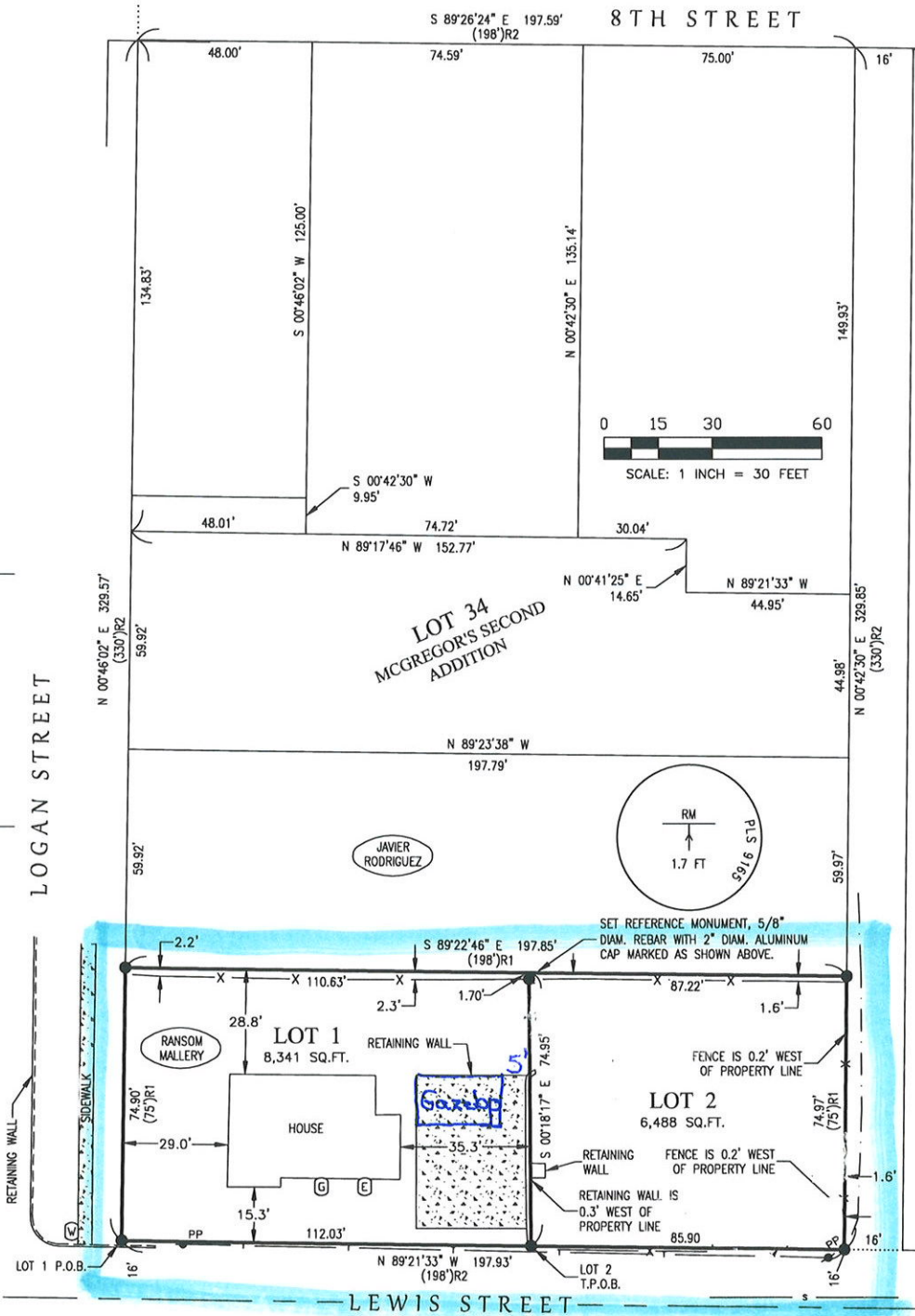
REFERENCES:

No.	Document	By	Inst. No.	Date
R1	Warranty Deed	Calza to Mallery	585958	June, 2017
R2	McGregor's Second Addition	Campbell	54277	September, 1889
R3	Record of Survey	Conrad Smith	312591	October, 1980
R4	Record of Survey	Melvin Taggart	339605	September, 1984
R5	Record of Survey	Scott L. Toldness	443783	May, 1999
R6	Record of Survey	Melvin Taggart	456276	March, 2001
R7	Record of Survey	Melvin Taggart	458233	June, 2001
R8	Record of Survey	Larry J. Hodge	361711	September, 1987
R9	Record of Survey	Ronald P. Monson	492023	November, 2004

RECORD OF SURVEY

Section 29, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho

SITE DETAIL



RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH }
FILED FOR RECORD _____ AT _____ M.
AT THE REQUEST OF _____

COUNTY RECORDER
BY _____ DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF RANSOM MALLERY.

BRADLEY C. CUDDY, PLS 9165 DATE _____



DOCUMENTS PREPARED WITH THIS SURVEY

LEGAL DESCRIPTION FOR LOT 1
LEGAL DESCRIPTION FOR LOT 2

Cuddy & Associates, Inc. Licensed Surveyors	
13950 Highway 12 Orofino, ID 83544	(208)-476-4643 bradcuddy@cbridge.net
PROJECT: Mallery, Roy.dwg	DRAWN BY: JPF
SURVEY COMPLETED: 10/31/2023	CHECKED BY: BCC
FILE LAST MODIFIED: 10/31/2023	SHEET: 1 OF 1
FILE NAME: Mallery, Roy.dwg	
LOCATION: S.29, T.39N., R.5W., B.M., LATAH CO., ID.	

From: Raymond malleryandsons@gmail.com
Date: Apr 2, 2024 at 12:25:51PM
To: Rhonda Mallery rdmallery@gmail.com

Existing
Legal
Description

NO. 585958
AT THE REQUEST OF
MOSCOW TITLE, INC.
DATE & HOUR
06.08.17 10:42 am
HENRIANNE K. WESTBERG
LATAH COUNTY RECORDER
FEE \$ 10.00 BY: C. Salas
Deputy

File No.: 18678
This form furnished by: Moscow Title, Inc.
127 S. Washington St.
Suite # 1
Moscow, ID 83843

WARRANTY DEED

For Value Received

Roger Ernest Calza and Stella Caesar Calza, husband and wife

the Grantor(s) hereby grants, bargains, sells, conveys and warrants unto

Ransom S Mallery and Jessica L Mallery, husband and wife

the Grantee(s) whose current address is: 270 Fairview Lane, Columbia Falls, MT 59912

the following described premises, to-wit:

Situate in the County of Latah, State of Idaho, to-wit:

A portion of Lot 34, MCGREGOR'S SECOND ADDITION to the City of Moscow, as shown by the recorded plat thereof, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 34; thence North 75 feet; thence East, at right angles, 198 feet; thence South, at right angles 75 feet; thence West, at right angles, on the South line of said Lot 34 to the Place of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that the Grantor will warrant and defend the same from all lawful claims whatsoever

Dated this 6 day of June, 2017.

Roger Ernest Calza
Roger Ernest Calza

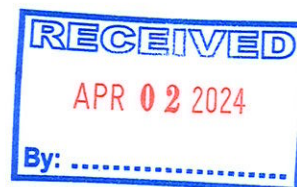
Stella Caesar Calza
Stella Caesar Calza

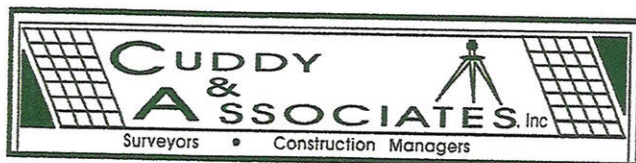
State of Idaho
County of Latah

On this 6th day of June, 2017, before me, the undersigned, a Notary Public, in and for said State, personally appeared Roger Ernest Calza and Stella Caesar Calza, husband and wife, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Renee Haskell
Notary Public, State of Idaho
Residing at: Latah County, Id
My Commission Expires: 4/24/18





Bradley C. Cuddy, PLS 9165

Ronald P. Perkins, PLS 7878

PO. Box 64, Orofino, ID 83544

(208)476-4643

bradcuddy@cebridge.net

*Proposed
Legal
Description*

**Parcel 1
Ransom Mallery
8,341 Square Feet**

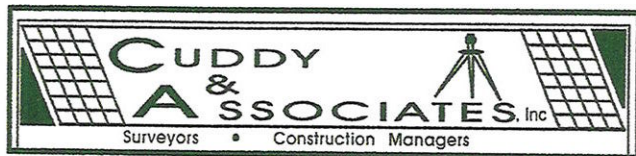
A parcel of land situate in Lot 34 of McGregor's Second Addition, Section 29, Township 39 North, Range 5 West, Boise Meridian, Latah County, State of Idaho more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 34, from which point a found 1" diameter iron pipe marking the Southwest corner of Lot 28 of McGregor's Second Addition bears North $00^{\circ}46'02''$ East a distance of 374.57 feet; thence, following along the West line of said Lot 34, North $00^{\circ}46'02''$ East a distance of 74.90 feet to a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap; thence, leaving said West line, South $89^{\circ}22'46''$ East a distance of 110.63 feet to a point referenced by a set 5/8" diameter by 30" long rebar with a 2" diameter aluminum cap stamped "RM 1.7FT" and "PLS 9165" which bears South $00^{\circ}18'17''$ East a distance of 1.70 feet; thence, South $00^{\circ}18'17''$ East a distance of 74.95 feet to the South line of said Lot 34 and a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap; thence, following along said South line, North $89^{\circ}21'33''$ West a distance of 112.03 feet to the **POINT OF BEGINNING**.

Subject to any easements, written or unwritten, recorded or unrecorded.

Said parcel contains 8,341 square feet, more or less.





Bradley C. Cuddy, PLS 9165

Ronald P. Perkins, PLS 7878

PO. Box 64, Orofino, ID 83544

(208)476-4643

bradcuddy@cebridge.net

*Proposed
Legal
Description*

**Parcel 2
Ransom Mallery
6,488 Square Feet**

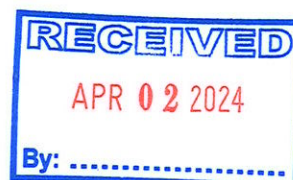
*To be divided & purchased
by Raymond Mallery*

A parcel of land situate in Lot 34 of McGregor's Second Addition, Section 29, Township 39 North, Range 5 West, Boise Meridian, Latah County, State of Idaho more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 34, from which point a found 1" diameter iron pipe marking the Southwest corner of Lot 28 of McGregor's Second Addition bears North $00^{\circ}46'02''$ East a distance of 374.57 feet; thence, following along the South line of said Lot 34, South $89^{\circ}21'33''$ East a distance of 112.03 feet to a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap, said point being the **TRUE POINT OF BEGINNING**; thence, leaving said South line, North $00^{\circ}18'17''$ West a distance of 74.95 feet to a point referenced by a set 5/8" diameter by 30" long rebar with a 2" diameter aluminum cap stamped "RM 1.7FT" and "PLS 9165" which bears South $00^{\circ}18'17''$ East a distance of 1.70 feet; thence, South $89^{\circ}22'46''$ East a distance of 87.22 feet to the East line of said Lot 34 and a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap; thence, following along said East line, South $00^{\circ}42'30''$ West a distance of 74.97 feet to the Southeast corner of said Lot 34 and a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap; thence, leaving said East line and following along the South line of said Lot 34, North $89^{\circ}21'33''$ West a distance of 85.90 feet to the **TRUE POINT OF BEGINNING**.

Subject to any easements, written or unwritten, recorded or unrecorded.

Said parcel contains 6,488 square feet, more or less.



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Moscow Home Depot Development Agreement - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Engineering Technician

ADDITIONAL PRESENTER(S)

DESCRIPTION

Home Depot U.S.A., Inc. has been approved to construct an approximately 137,000 square foot home improvement store along with an associated surface parking lot. The development is proposed to be located on a portion of property owned by the University of Idaho behind the Palouse Empire Mall at the southwest corner of the City's A Street and Farm Road Intersection. In addition to the construction of the retail store and parking lot, the project will extend A Street and City utilities from their current terminus at Farm Road to the west along the development's property boundary. For the project, a development agreement is necessary to address construction of public improvements, project warranty, securities, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement with Home Depot U.S.A., Inc.

STAFF RECOMMENDATION

Approve the Development Agreement with Home Depot U.S.A., Inc.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Development Agreement _Home Depot_final

**DEVELOPMENT AGREEMENT
BETWEEN HOME DEPOT U.S.A., INC.
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN HOME DEPOT U.S.A., INC. AND THE CITY OF MOSCOW, IDAHO is entered into this ____ day of _____, 2024, by and between Home Depot U.S.A., Inc., whose address is 2445 Paces Ferry Road C-19, Atlanta, Georgia, 30339 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as The Home Depot Store located within the City of Moscow, Idaho (hereinafter “Home Depot Project”); and

WHEREAS, DEVELOPER understands that the Public Improvements (as defined below) required herein are standards required pursuant to Moscow City Code Title 5, Chapter 1 and are authorized by Idaho Code Sections 67-6513 and 67-6518; and

WHEREAS, CITY desires to ensure that the Public Improvements, described in Section II of this Agreement, are constructed; and

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

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

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

NOW, THEREFORE, DEVELOPER and CITY hereby agree that 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:

I. PROPERTY AFFECTED.

This Agreement affects property described on Exhibit “A”, attached hereto and incorporated herein, within the City of Moscow, Latah County, Idaho.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, the Public Improvements and appurtenances as shown on the plan sheets listed on Exhibit "B", attached hereto and incorporated hereby, pursuant to the plans prepared by Lars Anderson dated April 29, 2024 (as may be further modified through the City's review and approval of such plans), which include the following:

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards"), and as may be amended and in accordance with approved engineering plans; and
- B. Improvements to Farm Road to include the widening of the existing sidewalk on the west side of Farm Road adjacent to the property being developed from five (5') feet to ten (10') feet in accordance with CITY Standards and approved engineering plans; and
- C. Construction of a traffic island, striping, and signage in northbound Farm Road at the Farm Road and A Street Intersection in accordance with CITY Standards and approved engineering plans.

III. TERM.

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

- A. Until all of the Public Improvements have been completed, dedicated and accepted by CITY; and
- B. Until the warranty period for the Public Improvements has expired; and
- C. Until all development fees for the Home Depot Project, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT.

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

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

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the Public Improvements described in Section II of this Agreement, all in accordance with engineering design plans approved by the CITY, to CITY Standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required Public Improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the CITY Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the Public Improvements described in Section II of this Agreement, within eighteen (18) months after the date of the issuance of the first building permit in the development; and
- D. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, legal description(s), exhibits and dedication documents for all Public Improvements and rights-of-way to be dedicated to CITY. Dedication documents shall be prepared by an Idaho Licensed Professional Land Surveyor and shall be approved by the CITY Engineer and recorded with the Latah County Recorder's office prior to the beginning of the one-year warranty period as described in Section VIII of this Agreement.

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all Public Improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Title 5, Chapter 1, Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for the Home Depot Project. If DEVELOPER fails to complete installation of the Public Improvements as required by CITY within eighteen (18) months after the date of the issuance of the first building permit for the Home Depot Project, CITY may utilize the security and cause the Public Improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement.

Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the Public Improvements to satisfy the requirements of Section VI above in an amount equal to Three Million Twenty Two Thousand One Hundred Eight Dollars (\$3,022,108.00). This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of the lesser of (a) eighteen (18) months from the date of the issuance of the first building permit in the development or (b) until completion of the Public Improvements. If this security is in the form of an irrevocable letter of credit or bond, the secured Public Improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the Public Improvements identified and described in Section II are not completed within eighteen (18) months from the issuance of the first building permit in the development, CITY may claim the security and complete said Public Improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the CITY Engineer as conditions warrant.

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

VIII. WARRANTY.

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

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

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

IX. PARKLAND DEDICATION.

No parkland dedication is being required as part of this Development.

X. PHASING.

No Phasing is necessary as DEVELOPER is not requesting the property be developed in phases.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER:

Home Depot U.S.A., Inc.
Attn.: Keith King
2445 Paces Ferry Road, C-19
Atlanta, GA 30339
(847) 630-4682

CITY:

City of Moscow, Idaho
City Engineer
P O Box 9203
Moscow, ID 83843
(208) 883-7022

XIX. UNDERSTANDING.

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

XX. AUTHORIZATION.

DEVELOPER represents to CITY that the person signing this Agreement on behalf of DEVELOPER is authorized to bind DEVELOPER to this Agreement.

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

DEVELOPER:

Home Depot U.S.A., Inc.

CITY:

City of Moscow, Idaho

By: _____

Arthur D. Bettge, Mayor

Name: _____

Title: _____

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF GEORGIA)

) ss:

COUNTY OF COBB)

On this ____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared _____ known to me to be the _____ of Home Depot U.S.A., Inc., developer of the affected property.

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

(seal)

NOTARY PUBLIC _____

Residing at _____

My Commission _____

EXHIBIT "A"

LEGAL DESCRIPTION LEASE AREA #1

A lease area being all that certain real property situate in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 12 (from which the Southeast Corner of said Section 12 bears South 1° 1' 1" West, 2635.75 feet distant); Thence South 01° 01' 01" West, 270.03 feet on the east line of said section 12 to a point on the northerly right of way of West A Street, as same is described in Quitclaim Deed 405510, recorded June 16, 1994, Latah County Records, said point being a point of curvature; Thence the following eight (8) courses on the exterior boundary of said Quitclaim Deed 405510:

Thence 147.70 feet on the arc of a curve to the right, having a radius of 565.00 feet, a central angle of 14° 58' 39", and whose chord bears North 62° 28' 29" West, 147.28 feet to a point of curvature;
Thence 50.78 feet on the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 96° 58' 44", and whose chord bears North 06° 29' 49" West, 44.93 feet;
Thence North 41° 59' 32" East, 31.04 feet;
Thence North 48° 00' 28" West, 70.00 feet;
Thence South 41° 59' 32" West, 31.04 feet to a point of curvature;
Thence 50.78 feet on the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 96° 58' 44", and whose chord bears North 89° 31' 07" West, 44.93 feet;
Thence North 39° 44' 38" West, 25.35 feet;
Thence South 51° 32' 29" West, 70.00 feet;

Thence leaving the exterior boundary of said Quitclaim Deed, South 54° 08' 54" West, 10.12 feet to the **POINT OF BEGINNING**;

Thence South 38° 58' 23" East, 12.08 feet to a point of curvature;
Thence 84.76 feet on the arc of a curve to the right, having a radius of 60.00 feet, a central angle of 80° 56' 24", and whose chord bears South 01° 31' 20" West, 77.89 feet;
Thence South 41° 59' 32" West, 121.61 feet to a point of curvature;
Thence 152.51 feet on the arc of a curve to the left, having a radius of 455.00 feet, a central angle of 19° 12' 19", and whose chord bears South 32° 23' 22" West, 151.80 feet;
Thence South 78° 17' 46" West, 129.23 feet;
Thence South 06° 44' 38" West, 68.18 feet to a point of curvature;
Thence 96.75 feet on the arc of a curve to the left, having a radius of 1318.13 feet, a central angle of 04° 12' 19", and whose chord bears North 88° 37' 14" West, 96.72 feet;
Thence South 89° 16' 37" West, 277.82 feet to a point of curvature;
Thence 106.75 feet on the arc of a curve to the right, having a radius of 96.45 feet, a central angle of 63° 25' 05", and whose chord bears North 59° 00' 51" West, 101.39 feet to a point of curvature;
Thence 93.89 feet on the arc of a curve to the right, having a radius of 444.07 feet, a central angle of 12° 06' 49", and whose chord bears North 21° 14' 54" West, 93.71 feet to a point of curvature;
Thence 204.59 feet on the arc of a curve to the left, having a radius of 531.08 feet, a central angle of 22° 04' 20", and whose chord bears North 26° 13' 40" West, 203.33 feet to **POINT "A"**;
Thence North 44° 03' 03" East, 85.43 feet;
Thence North 35° 44' 26" East, 496.96 feet;
Thence South 88° 35' 20" East, 86.53 feet to a point of curvature;
Thence 187.63 feet on the arc of a curve to the right, having a radius of 272.00 feet, a central angle of 39° 31' 27", and whose chord bears South 68° 49' 36" East, 183.93 feet;
Thence South 49° 03' 53" East, 168.50 feet to a point of curvature;

Thence 110.24 feet on the arc of a curve to the right, having a radius of 272.00 feet, a central angle of 23° 13' 14", and whose chord bears South 37° 27' 16" East, 109.48 feet to a point of curvature;
Thence 141.91 feet on the arc of a curve to the left, having a radius of 645.00 feet, a central angle of 12° 36' 20", and whose chord bears South 32° 08' 49" East, 141.62 feet to the **POINT OF BEGINNING**.

The above described lease area contains 10.928 acres (+/-476,037 sq.ft.), more or less.

TOGETHER WITH

LEASE AREA #2

A lease area being all that real property situate in the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

COMMENCING at **POINT "A"** as hereinabove described; Thence South 43°33'25" West, 50.72 feet to the **POINT OF BEGINNING**;

Thence 177.24 feet on the arc of a curve to the right, having a radius of 481.08 feet, a central angle of 21° 06' 31", and whose chord bears South 25° 44' 45" East, 176.24 feet to a point of curvature;
Thence 104.46 feet on the arc of a curve to the left, having a radius of 494.07 feet, a central angle of 12° 06' 49", and whose chord bears South 21° 14' 54" East, 104.26 feet;
Thence North 89° 32' 06" West, 255.38 feet;
Thence North 00° 01' 13" West, 253.84 feet;
Thence North 90° 00' 00" East, 141.12 feet to the **POINT OF BEGINNING**.

The above described lease area contains 1.193 acres (51,956 sq.ft.), more or less.

TOGETHER WITH

ROW DEDICATION

A Right of Way Dedication being all that certain real property situate in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 12, Township 39 North, Range 6 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 12 (from which the East Quarter Corner of said Section 12 bears North 01°01'01" East, 2635.75 feet distant); Thence North 01° 01' 01" East, 2292.19 feet (formerly described as 2291.59 feet) on the east line of said section 12 to a point on the southerly right of way of West A Street, as same is described in Quitclaim Deed 405510, recorded June 16, 1994, Latah County Records; Thence continuing North 01° 01' 01" East on the east boundary of said Section 12, 73.53 feet to a point common with the northerly right of way of West A Street per said Quitclaim Deed, said point being a point of curvature and the **POINT OF BEGINNING**;

Thence the following twelve (12) courses on the exterior boundary of the right of way described in said Quitclaim Deed 405510:

Thence 147.70 feet on the arc of a curve to the right, having a radius of 565.00 feet, a central angle of 14° 58' 39", and whose chord bears North 62° 28' 29" West, 147.28 feet to a point of curvature;
Thence 50.78 feet on the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 96° 58' 44", and whose chord bears North 06° 29' 49" West, 44.93 feet;
Thence North 41° 59' 32" East, 31.04 feet;
Thence North 48° 00' 28" West, 70.00 feet;

Thence South 41° 59' 32" West, 31.04 feet to a point of curvature;
 Thence 50.78 feet on the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 96° 58' 44", and whose chord bears North 89° 31' 07" West, 44.93 feet to a point of curvature;
 Thence 25.35 feet on the arc of a curve to the right, having a radius of 565.00 feet, a central angle of 02° 34' 15", and whose chord bears North 39° 44' 38" West, 25.35 feet;
 Thence South 51° 32' 29" West, 70.00 feet to a point of curvature;
 Thence 43.67 feet on the arc of a curve to the left, having a radius of 635.00 feet, a central angle of 03° 56' 25", and whose chord bears South 40° 25' 43" East, 43.66 feet to a point of curvature;
 Thence 44.19 feet on the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 84° 23' 30", and whose chord bears South 00° 12' 11" East, 40.30 feet;
 Thence South 41° 59' 32" West, 157.04 feet to a point of curvature;
 Thence 259.25 feet on the arc of a curve to the left, having a radius of 445.00 feet, a central angle of 33° 22' 46", and whose chord bears South 25° 18' 09" West, 255.60 feet;

Thence leaving the exterior boundary of said right of way, South 89° 35' 50" West, 10.12 feet to a 5/8" rebar with a yellow plastic cap marked "INLOES PLS 20888", hereinafter described as "a set monument", said point being a point of curvature;
 Thence 266.66 feet on the arc of a curve to the right, having a radius of 455.00 feet, a central angle of 33° 34' 45", and whose chord bears North 25° 12' 09" East, 262.86 feet to a set monument;
 Thence North 41° 59' 32" East, 121.61 feet to a set monument, said point being a point of curvature;
 Thence 84.76 feet on the arc of a curve to the left, having a radius of 60.00 feet, a central angle of 80° 56' 24", and whose chord bears North 01° 31' 20" East, 77.89 feet to a set monument;
 Thence North 38° 58' 23" West, 12.08 feet to a set monument, said point being a point of curvature;
 Thence 141.91 feet on the arc of a curve to the right, having a radius of 645.00 feet, a central angle of 12° 36' 20", and whose chord bears North 32° 08' 49" West, 141.62 feet to a point of curvature to a set monument;
 Thence 110.24 feet on the arc of a curve to the left, having a radius of 272.00 feet, a central angle of 23° 13' 14", and whose chord bears North 37° 27' 16" West, 109.48 feet to a set monument;
 Thence North 49° 03' 53" West, 168.50 feet to a set monument, said point being a point of curvature;
 Thence 187.63 feet on the arc of a curve to the left, having a radius of 272.00 feet, a central angle of 39° 31' 27", and whose chord bears North 68° 49' 36" West, 183.93 feet to a set monument;
 Thence North 88° 35' 20" West, 86.53 feet to a set monument;
 Thence North 01° 24' 40" East, 90.00 feet to a set monument;
 Thence South 88° 35' 20" East, 86.53 feet to a set monument, said point being a point of curvature;
 Thence 249.72 feet on the arc of a curve to the right, having a radius of 362.00 feet, a central angle of 39° 31' 27", and whose chord bears South 68° 49' 36" East, 244.80 feet to a set monument;
 Thence South 49° 03' 53" East, 168.50 feet to a set monument, said point being a point of curvature;
 Thence 146.71 feet on the arc of a curve to the right, having a radius of 362.00 feet, a central angle of 23° 13' 14", and whose chord bears South 37° 27' 16" East, 145.71 feet to a set monument, said point being a point of curvature;
 Thence 80.45 feet on the arc of a curve to the left, having a radius of 555.00 feet, a central angle of 08° 18' 21", and whose chord bears South 29° 59' 49" East, 80.38 feet to a set monument, said point being a point of curvature;
 Thence 57.48 feet on the arc of a curve to the left, having a radius of 325.14 feet, a central angle of 10° 07' 43", and whose chord bears South 48° 16' 50" East, 57.40 feet to a set monument;
 Thence South 54° 04' 46" East, 6.83 feet to a set monument, said point being a point of curvature;
 Thence 22.85 feet on the arc of a curve to the left, having a radius of 20.13 feet, a central angle of 65° 02' 47", and whose chord bears South 85° 27' 04" East, 21.64 feet to a set monument, said point being a point of curvature;
 Thence 66.41 feet on the arc of a curve to the left, having a radius of 182.92 feet, a central angle of 20° 48' 01", and whose chord bears North 53° 23' 45" East, 66.04 feet to a set monument;
 Thence North 42° 17' 10" East, 69.55 feet to a set monument;
 Thence North 41° 59' 32" East, 50.15 feet to a set monument;
 Thence South 48° 00' 28" East, 77.00 feet to a set monument;
 Thence South 41° 59' 32" West, 107.18 feet to a set monument;
 Thence South 41° 25' 40" West, 44.66 feet to a set monument, said point being a point of curvature;
 Thence 39.40 feet on the arc of a curve to the left, having a radius of 182.82 feet, a central angle of 12° 20' 47", and whose chord bears South 35° 59' 17" West, 39.32 feet to a set monument, said point being a point of curvature;
 Thence 22.78 feet on the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 65° 15' 24", and whose chord bears South 02° 48' 46" East, 21.57 feet to a set monument, said point being a point of curvature;

Thence 40.84 feet on the arc of a curve to the left, having a radius of 183.92 feet, a central angle of $12^{\circ} 43' 23''$, and whose chord bears South $41^{\circ} 48' 10''$ East, 40.76 feet to a set monument;
Thence South $58^{\circ} 38' 09''$ East, 49.75 feet to a set monument;
Thence South $63^{\circ} 13' 33''$ East, 52.08 feet to a set monument;
Thence South $69^{\circ} 11' 18''$ East, 13.54 feet to a set monument, said point being common with the east boundary of said Section 12;
Thence South $01^{\circ} 01' 01''$ West, on the east boundary of said Section 12, 1.09 feet to the **POINT OF BEGINNING**.

The above described Right of Way Dedication contains 2.001 acres (87,175 sq.ft.), more or less.

The total area of the above described lease areas contains 14.122 acres (615,168.ft.), more or less.

EXHIBIT “B”

PUBLIC IMPROVEMENTS PLAN SHEET

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES SHEET
3	EXISTING DRAINAGE AREA
4	PROPOSED DRAINAGE PLAN
5	FARM RD. DIMENSIONAL CONTROL PLAN
6	W. A. ST. DIMENSIONAL CONTROL PLAN
7	FARM RD. GRADING PLAN AND PROFILE
8	W. A. ST. GRADING PLAN AND PROFILE A
9	W. A. ST. GRADING PLAN AND PROFILE B
10	W. A. ST. BASIN GRADING PLAN AND PROFILE
11	W. A. ST. GRADING CROSS SECTIONS
12	FARM RD. STORM DRAIN PLAN AND PROFILE
13	W. A. ST. STORM DRAIN PLAN AND PROFILE A
14	W. A. ST. STORM DRAIN PLAN AND PROFILE B
15	W. A. ST. BASIN ROUTING PLAN AND PROFILE
16	W. A. ST. SEWER AND WATER PLAN AND PROFILE A
17	W. A. ST. SEWER AND WATER PLAN AND PROFILE B
18	W. A ST. FRANCHISE UTILITY PLAN
19	W. A ST. STRIPING & SIGNAGE PLAN
20	W. A ST. MASTER PLAN AND PROFILE
21	UTILITY STANDARD DETAILS
22	UTILITY STANDARD DETAILS
23	CITY STANDARD DETAILS
24	CITY STANDARD DETAILS
25	CITY STANDARD DETAILS
26	CITY STANDARD DETAILS
27	CITY STANDARD DETAILS
28	CITY STANDARD DETAILS

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Memorandum of Agreement for Rolling Hills 10th Addition - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Engineering Technician

ADDITIONAL PRESENTER(S)

DESCRIPTION

In July of 1993, the City entered into an agreement to pay one-half the cost of public improvements to any streets contiguous to Moser Park. With the approval of the Rolling Hills 10th Addition, and the resulting extension of 3rd Street, the southern property boundary of Moser Park will be developed. As a result, the City is obligated to fund half of the improvements. The attached memorandum of agreement (MOA) provides a mechanism to formalize this funding through the reimbursement of costs upon completion of the improvements. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Memorandum of Agreement with Itani Land Development IV, Inc.

STAFF RECOMMENDATION

Approve the Memorandum of Agreement with Itani Land Development IV, Inc.

OTHER RESOURCES

n/a

FISCAL IMPACT

The City's contribution of \$299,948 will be funded from existing capital accumulations.

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Memorandum Of Agreement_Itani Land Developer IV Inc. _ Rolling Hills 10th_final with attachments

**MEMORANDUM OF AGREEMENT BETWEEN
ITANI LAND DEVELOPMENT IV, INC.
AND CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF AGREEMENT BETWEEN ITANI LAND DEVELOPMENT IV, INC. AND CITY OF MOSCOW, IDAHO (hereinafter “MOA”) is entered into, effective the date of the last signature, 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 Itani Land Development IV, Inc., 115 Wadleigh Street, Pullman, Washington, 99163 (hereinafter “DEVELOPER”).

WITNESSETH:

WHEREAS, DEVELOPER has submitted application for Final Plat for the development of a new addition to the City of Moscow, the Rolling Hills 10th Addition Subdivision, and has entered into a Development Agreement with CITY on [insert date approved by City Council]. DEVELOPER’s subdivision design entails the extension of Third Street along the southern border of CITY’s Moser Park; and

WHEREAS, CITY entered into a Development Agreement with Moser Land Trust on July 2, 1990 (hereinafter “Agreement”), attached as Attachment “A” and incorporated herein with this reference, and agreed to pay one-half (1/2) the cost of public improvements, including water lines, sanitary sewer, storm sewer, street, curb, gutter and sidewalks over and upon any streets contiguous to CITY’s Moser Park; and

WHEREAS, certain provisions of the Agreement apply to this MOA;

NOW THEREFORE, CITY and DEVELOPER agree that all matters stated above are found to be true and correct and are incorporated herein by this reference and agree for and in consideration of the mutual covenants and representations set forth in this MOA, as follows:

SECTION 1: COOPERATION

DEVELOPER enters into this MOA of DEVELOPER’s own free will and accord, without coercion and without inducement. CITY has not made any promises to DEVELOPER other than the terms detailed in this MOA, the Development Agreement entered into between the Parties, and the applicable provisions of the Agreement. CITY and DEVELOPER are jointly committed to the public improvements identified herein.

SECTION 2: CITY RESPONSIBILITIES

1. CITY agrees to contribute toward the construction of the extension of Third Street to extend the street per CITY’s Minor Arterial Street Standard along the southern property boundary of CITY’s Moser Park as shown on Attachment “B”, incorporated herein by this reference, as follows:

- a. CITY shall reimburse no more than fifty percent (50%) of the actual cost of construction of the extension of Third Street per CITY's Minor Arterial Standard, and no more than one hundred percent (100%) of the costs of on-street parking and the Moser Park's asphalt pathway portion of the extension's public improvements, which shall not exceed a total amount of Two Hundred Ninety Nine Thousand Nine Hundred Forty Eight Dollars (\$299,948.00) per the approved Rolling Hills 10th Addition civil design plans set unless otherwise approved by CITY in writing.
- b. Subject to the amounts and limitation contained in paragraph a. of this Section, CITY's contribution will only be utilized to reimburse DEVELOPER for the following:
 - i. Fifty percent (50%) of the actual cost of construction of the following:
 1. roadway improvements per CITY Standard No. 1f, to include geotextile fabric, aggregate, asphalt paving, curb and gutter, greenstrip topsoil and seeding, six feet (6') wide sidewalk, and road shoulder construction and seeding;
 2. water infrastructure to include water mains, a fire hydrant, and water valves;
 3. a pressure reducing valve and vault;
 4. sewer mains;
 5. sewer manholes;
 6. stormwater mains
 7. stormwater catch basins;
 8. stormwater manholes; and
 9. pedestrian ramp.
 - ii. One hundred percent (100%) of the actual cost of construction of the following:
 1. on-street parking to include a handicap parking space and the associated signage; and
 2. an eight feet (8') wide asphalt pathway from the sidewalk at the on-street handicap parking space to Moser Park.
2. CITY's contribution for the extension of Third Street along Moser Park public improvements shall not be disbursed until completion of the public improvements and acceptance of said improvements by CITY.

SECTION 3: DEVELOPER'S RESPONSIBILITIES

1. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements to Third Street along the Moser Park frontage as detailed herein and as provided in the Development Agreement.
2. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans for the public improvements prepared by an Idaho Licensed Professional Engineer.

Such plans shall be approved by the CITY Engineer prior to beginning any public improvements' construction.

3. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section 2 of this MOA to be completed by July 31, 2025.
4. All public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such public improvements (i.e., warranty period).
5. DEVELOPER shall be responsible, at its sole expense, for correcting any and all deficiencies which occur within the one (1) year warranty period.

SECTION 4: TERM

This MOA shall take effect when both parties have signed it and shall remain in full force and effect in accordance with all of its terms and conditions as stated herein.

SECTION 5: GENERAL PROVISIONS

1. Indemnification. DEVELOPER agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by DEVELOPER, DEVELOPER's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree..
2. Insurance. DEVELOPER shall not commence work until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. Each policy and/or certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and not less than fifteen (15) days prior to such action. In the event DEVELOPER fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the total compensation. DEVELOPER shall, at its sole cost and expense, secure and maintain in force, during the term of this MOA, the following insurance:

- a. Worker's compensation and employer's liability insurance as required by the State of Idaho;
 - b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits;
 - c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of DEVELOPER or of any of its employees, agents, or subcontractors, with one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate; and
 - d. DEVELOPER shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of one million dollars (\$1,000,000). Coverage shall be in force during the term of this Agreement and for a period of at least twelve (12) months thereafter.
3. Entire Agreement, Modification and Assignability. This MOA and the attachments 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 MOA may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. DEVELOPER may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.
 4. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOA.
 5. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between DEVELOPER and CITY by the terms of this MOA.
 6. Interpretation. This MOA shall be deemed and construed to have been prepared mutually by each Party and any uncertainty or ambiguity existing therein shall not be construed against any Party.
 7. Compliance with Laws. All applicable Federal, State and Local statutes and regulations are hereby made a part of this MOA and shall be adhered to at all times. No pleas of misunderstanding or ignorance on the part of DEVELOPER will, in any way, serve to modify the provisions of this requirement. DEVELOPER 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 DEVELOPER, DEVELOPER's employees, or its subcontractors.

- a. Pursuant to Idaho Code § 67-2359, DEVELOPER certifies that it is not currently owned or operated by the government of China and will not for the duration of this MOA 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.
 - b. DEVELOPER 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 MOA being void as against public policy.
 - c. Pursuant to Idaho Code Title 18 Chapter 87, DEVELOPER 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 MOA, authorize the use of state facilities or public funds for abortion related activity.
 - d. Pursuant to Idaho Code § 67-2347A, DEVELOPER certifies that it is not engaged in, and will not for the duration of this MOA engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or agriculture or 2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).
 - e. Pursuant to Idaho Code § 44-1001, DEVELOPER certifies that it employs ninety-five percent (95%) bona fide Idaho residents as employees for the completion of the terms required in this MOA.
8. Jurisdiction and Venue. This MOA shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning this MOU, venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
 9. Non-Appropriations. This MOA is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this MOA shall cease.
 10. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

Notice to DEVELOPER:

Itani Land Development IV, Inc.
Rafik Itani, President

Notice to CITY:

Moscow City Supervisor
PO Box 9203

115 Wadleigh St.
Pullman, WA 99163

206 East Third Street
Moscow, ID 83843-1703

11. Binding on Successors and Assigns. This MOA shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
12. Amendments. The terms of this MOA 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 sixty (60) 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 MOA, and shall be executed by both Parties.

IN WITNESS WHEREOF, DEVELOPER and CITY, by and through their respective officials designated below, have signed this MOA on the date following their respective signatures.

I, Rafik Itani, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Itani Land Development IV, Inc. to this MOA.

ITANI LAND DEVELOPMENT IV, INC.

CITY OF MOSCOW

Rafik Itani, President

Arthur Bettge, Mayor

Date

Date

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Rafik Itani, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of Itani Land Development IV, Inc.

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

Attachment "A"

DEVELOPMENT AGREEMENT

Lots 1 through 14, Block 1, Moser Estates
Addition to the City of Moscow

This Development Agreement ("Agreement") is entered into this 2nd day of July, 1990, by and between MOSER LAND TRUST ("DEVELOPER"), being owner and developer of real property which is affected by this Agreement, and the City of Moscow, a Municipal Corporation of Idaho ("CITY");

RECITALS:

A. DEVELOPER owns real property within the CITY described as Lots 1 through 14, Block 1, Moser Estates Addition to the City of Moscow, Latah County, State of Idaho ("Property").

B. The CITY desires to ensure that lawfully imposed fees are paid and that all public improvements are properly installed on the Property by DEVELOPER;

C. DEVELOPER desires to proceed with improvements to the Property to develop a subdivision for sale.

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

- I. PROPERTY AFFECTED: This agreement affects the Property which is legally described as Lots 1 through 14, Block 1, Moser Estates Addition to the City of Moscow, Latah County, Idaho. The Property is as described on the plat identified as Exhibit A, which is attached to and incorporated into this Agreement.
- II. PUBLIC IMPROVEMENTS AND GRADING: DEVELOPER agrees to install, at its expense, all curbs, sidewalk, street, sanitary sewer, storm sewer, water lines, and all necessary street and lot grading on the Property in accordance with approved plans in and to CITY standards during and under the terms of this Agreement.

III. TERM: This Agreement shall remain in effect until all public improvements are constructed and accepted by the City for the Property for a period not to exceed five (5) years, except with respect to the dedication of real estate for parkland purposes and the construction of emergency access road, which terms of this Agreement shall remain in effect for a period not to exceed fifty (50) years.

IV. PERMITS: The parties agree that no building permits will be issued for the Property until all public improvements and lot grading have been constructed, or until adequate security has been given to the CITY, as provided below, to ensure proper construction of said public improvements. Until either of such events has occurred, DEVELOPER will notify any purchasers of lots of this restriction against issuance of a building permit.

If DEVELOPER provides such adequate security and fails to complete all of the improvements within one hundred twenty (120) calendar days of issuance of the first building permit, the parties agree that building permits will cease to be issued until such improvements are complete.

V. SECURITY FOR IMPROVEMENTS: CITY agrees that upon receipt of the security described in Paragraph VI it will issue building permits (upon payment of proper permit and utility connection fees) for lots within the Property. If DEVELOPER fails to complete construction of all of the improvements within one hundred twenty (120) calendar days of issuance of the first building permit, the CITY may attach such security and cause the improvements to be made.

VI. FORM OF SECURITY. DEVELOPER agrees to provide security in the amount of Two Hundred and Thirty Two Thousand Dollars (\$232,000.00) for the Property in the form of a construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable by the CITY Attorney and the CITY Council prior to the issuance of building permits by the CITY. The security must be effective for a minimum period of one year. If this security is in the form of a letter of credit or bond, the secured improvements must be constructed at least ninety (90) days prior to the expiration date on the security. If not completed at that time, the CITY may claim the security and complete the improvements. The amount of the security may,

from time to time, be reduced to a reasonable amount as deemed satisfactory by the CITY Engineer.

VII. PARKLAND DEDICATION.

A. DEVELOPER agrees to dedicate one (1) acre of land to CITY within that certain parcel of land owned by DEVELOPER as described on EXHIBIT B attached hereto and incorporated herein by this reference, the exact location of which will be agreed upon by DEVELOPER and CITY at the time the CITY requires a legally binding and written dedication of said parkland, provided, however, that it is the express intent of the parties that said one (1) acre site be approximately square and located adjacent to the southeasterly corner of the parcel of land described on Exhibit B and adjacent to real property currently owned by Deeston. It is further agreed that said dedication will satisfy all of the CITY's requirements regarding DEVELOPER's obligations under the CITY's Park Development Fund relating to all property owned by DEVELOPER within the City of Moscow, being a parcel of land described on Exhibit B attached hereto containing 20.71 acres, not excepting the parcel containing 5.05 acres.

B. DEVELOPER hereby grants to CITY a first right to purchase not more than three (3) additional acres contiguous to the parkland dedicated above provided, however, that this first right to purchase shall remain in effect until said parcel of land is platted by DEVELOPER or until this Agreement terminates, whichever first occurs. CITY may elect to initiate the exercise of this right upon notice to DEVELOPER at any time during the term hereof.

C. CITY shall pay DEVELOPER as the purchase price for any property purchased pursuant to its first right as granted herein a cash sum equal to its then current fair market value exclusive of improvements (both public and private). In the event the parties cannot agree on a purchase price, each party shall retain an M.A.I. appraiser to determine fair market value in accordance with the standards set forth above and the average of the two appraisals shall be considered the purchase price hereunder unless said appraisals differ by more than twenty-five percent (25%), in which event, a third M.A.I. appraiser shall be selected by both parties, or their appraisers if the parties cannot agree, and the average of the fair market value obtained by the third appraiser and the other appraiser whose value is closest to

the third appraiser shall constitute the purchase price. CITY shall pay for all appraisal costs incurred in this process. DEVELOPER shall deliver marketable title to the property to CITY by warranty deed upon payment of the purchase price.

D. In the event DEVELOPER develops residential real property currently outside CITY limits contiguous to the parkland described in paragraph VII A and B, DEVELOPER will, in good faith, consider dedication of a portion of said outlying real property contiguous to the parkland to CITY upon payment of just compensation or in lieu of paying parkland fees, as applicable.

E. DEVELOPER hereby grants CITY for five (5) years an option to purchase for parkland not more than three (3) additional acres contiguous to the properties described in paragraph VII A and B above for a purchase price of \$7,500.00 per acre payable in cash at the time the CITY exercises its option hereunder. DEVELOPER shall deliver marketable title to the property to CITY by warranty deed upon payment of the purchase price.

F. CITY agrees to pay one-half (1/2) the cost of public improvements, including water lines, sanitary sewer, storm sewer, street, curb, gutter and sidewalks over and upon any streets contiguous to parkland it acquires as a result of this Agreement.

G. CITY agrees that DEVELOPER shall have the right to farm without charges any parkland acquired by CITY until such time as CITY develops the same for parkland.

VIII. EMERGENCY ACCESS ROAD: DEVELOPER agrees that if adjacent real property currently owned by Deeston to the south or Janson to the west is developed, then DEVELOPER, to provide emergency vehicle access through Moser Street, will construct a gravelled all-weather road approximately twenty (20) feet wide to the dedicated or platted public right of way in such development along the dedicated extension of Moser Street.

IX. AS-BUILT DRAWINGS: DEVELOPER agrees to furnish, prior to acceptance of the improvements by CITY, one set of accurate, complete, reproducible as-built drawings for all of the water, storm sewer, sanitary sewer, curb, sidewalk, and street improvements constructed on the Property.

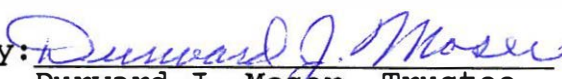
X. FAILURE TO COMPLY: If either party fails to comply with any term of this Agreement, the other

party, after ten (20) days written notice, may seek specific performance of the Agreement, may attach the security to complete the improvements or take any other action available at law or in equity.

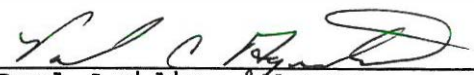
XI. BINDING ON HEIRS, ASSIGNS AND PURCHASERS: This agreement shall be binding upon the heirs, successors, assignees and purchasers of the parties.

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

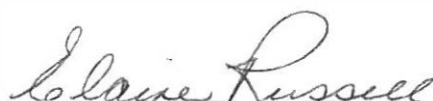
DEVELOPER: MOSER LAND TRUST

By: 
Durward J. Moser, Trustee

FOR THE CITY:


Paul Agidius, Mayor

ATTEST:


Elaine Russell, City Clerk

STATE OF IDAHO)
) ss.
County of Latah)

On this 3rd day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared DURWARD J. MOSER, known or identified to me to be a trustee of Moser Land Trust whose name is subscribed to the foregoing instrument and acknowledged to me that the Moser Land Trust executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

James J. Daniels
NOTARY PUBLIC for the State of
Idaho, residing at Moscow.
My commission expires: 9/28/93

STATE OF IDAHO)
) ss.
County of Latah)

On this 5th day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL AGIDIUS, known to me to be the Mayor of the City of Moscow, and ELAINE RUSSELL, known to me to be the City Clerk of the City of Moscow, who executed the instrument on behalf of said City of Moscow, and acknowledged to me that the City of Moscow executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

Dayle L. Mundy
NOTARY PUBLIC for the State of
Idaho, residing at Moscow.
My commission expires: 3/7/93

EXHIBIT A
PLAT

EXHIBIT E

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the NE1/4 SW1/4 of Section 9, T39N, R5W BM, and being more particularly described as follows:

Beginning at the west quarter corner of said Section 9, said point being a brass cap monument located at the intersection of Mt. View Road and D Street, thence S 89 degrees 12' 08" E, 1545.25 feet along the centerline of D Street and of said Section 9,, thence S 00 degrees 36' 28" W, 485.48 feet to the True Point of Beginning.

Thence S 89 degrees 12' 08" E, 52.38 feet;
Thence S 00 degrees 47' 52" W, 4.29 feet;
Thence S 89 degrees 12' 08" E, 831.25 feet;
Thence N 00 degrees 47' 52" E, 4.29 feet;
Thence S 89 degrees 12' 08" E, 220.57 feet;
Thence S 00 degrees 43' 51" W, 820.97 feet;
Thence N 89 degrees 30' 24" W, 1094.81 feet;
Thence N 00 degrees 04' 44" E, 826.74 feet to the True Point of Beginning.

Said parcel contains 20.71 acres.

EXCEPTING: A parcel of land located in the NE1/4 SW1/4 of Section 9, T39N, R5W BM, and being more particularly described as follows:

Beginning at the west quarter corner of said Section 9, said point being a brass cap monument located at the intersection of Mt. View Road and D Street, thence S 89 degrees, 12' 08" E, 1545.25 feet along the centerline of D Street and of said Section 9, Thence S 00 degrees 36' 28" W, 485.48 feet to the True Point of Beginning of this description.

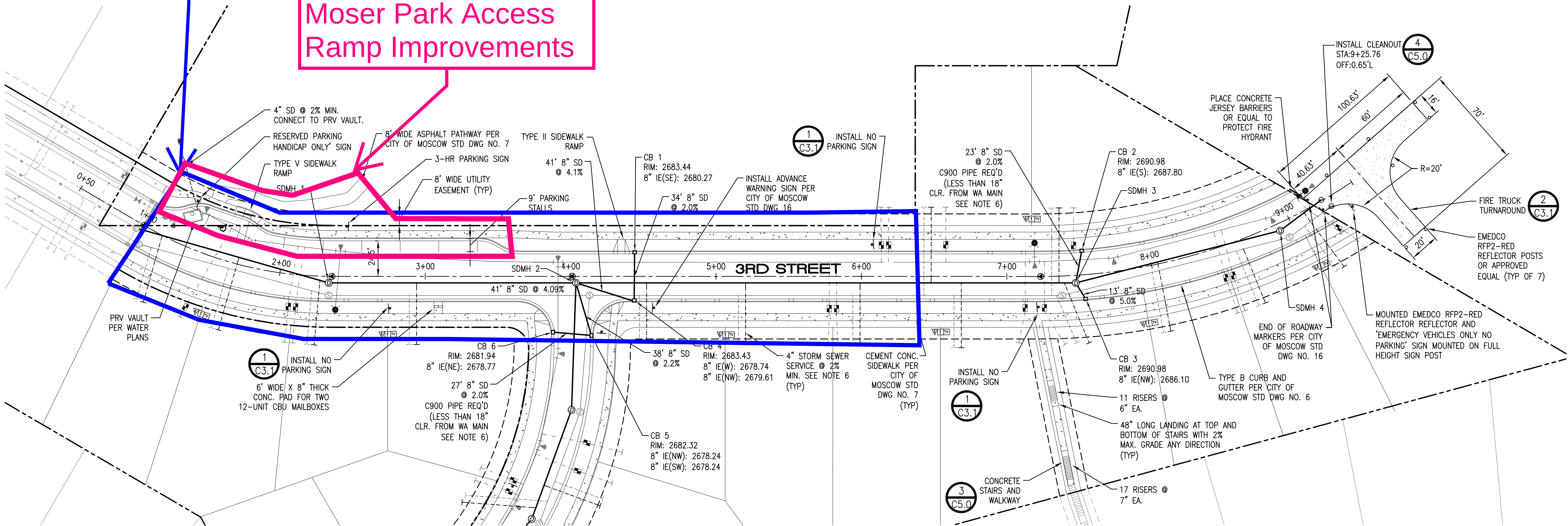
Thence S 89 degrees 12' 08" E, 52.38 feet;
Thence S 00 degrees 47' 52" W, 4.29 feet;
Thence S 89 degrees 12' 08" E, 596.06 feet;
Thence S 00 degrees 47' 52" W, 310.71 feet;
Thence S 75 degrees 03' 45" W, 202.86 feet;
Thence N 82 degrees 49' 15" W, 451.98 feet;
Thence N 0 degrees 04' 44" E, 319.68 feet to the True Point of Beginning.

Said parcel contains 5.05 acres.

Rolling Hills 10th 3rd Street
Extension Improvements
per City Standard

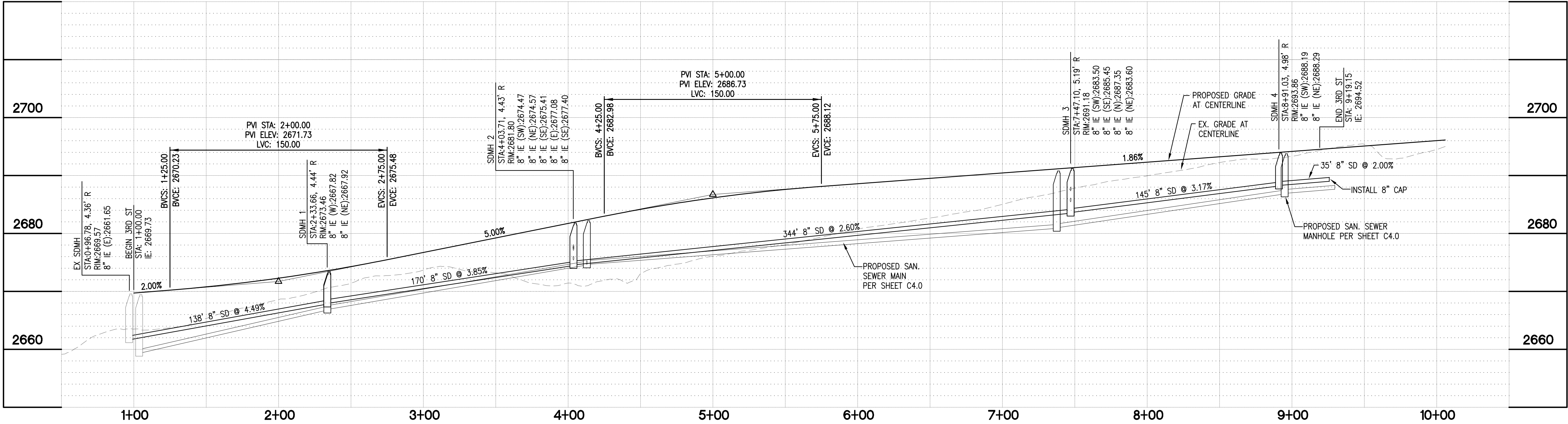
On-street Parking and
Moser Park Access
Ramp Improvements

Moser Park



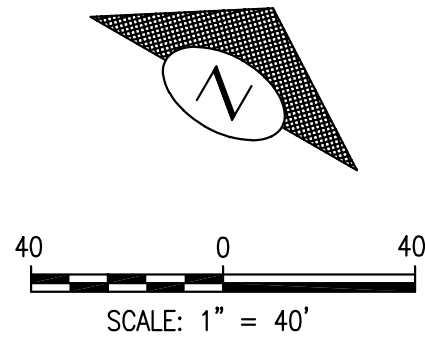
PLAN - 3RD STREET

SCALE: 1"=40'



PROFILE - 3RD STREET

SCALE: HOR. 1" = 40', VERT. 1" = 10'



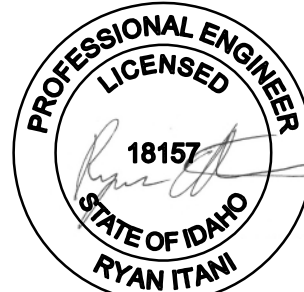
LEGEND

- STORM SEWER MANHOLE/ STORM SEWER MAIN
- 4" STORM SEWER SERVICE
- SAN. SEWER MANHOLE/ SAN. SEWER MAIN PER
- SAN. SEWER SERVICE
- WATER MAIN
- WATER SERVICE
- WATER METER
- SIDEWALK
- CENTERLINE STREET MONUMENT PER CITY OF MOSCOW STD DWG NO. 19
- FRANCHISE UTILITY SERVICE STUBS PER FRANCHISE UTILITY PLAN. SEE SHEETS C6.0 AND C6.1

NOTES

- FIELD VERIFY ELEVATIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- SEE SHEET C1.0 FOR GENERAL NOTES
- SEE SHEET C1.0 FOR STORM SEWER NOTES
- SEE SHEET C1.0 FOR DATUM INFORMATION
- SEE DETAIL 1, SHEET C5.0 FOR TYPICAL ROAD SECTION
- AT ALL UTILITY CROSSINGS WHERE NON-POTABLE PIPE CROSSES POTABLE WATER PIPELINE:
 - IF THE POTABLE WATER PIPELINE IS ABOVE THE NON-POTABLE PIPELINE, THEN THE POTABLE PIPELINE JOINTS MUST BE AS FAR AS POSSIBLE FROM THE NON-POTABLE WATER PIPELINE.
 - IF THE POTABLE WATER PIPELINE IS BELOW THE NON-POTABLE PIPELINE, THEN THE POTABLE PIPELINE JOINTS MUST BE AS FAR AS POSSIBLE FROM THE NON-POTABLE PIPELINE, AND THE NON-POTABLE PIPELINE MUST BE SUPPORTED THROUGH THE CROSSING TO PREVENT SETTLING.
 - IF LESS THAN 18" VERTICAL SEPARATION, NON-POTABLE SHALL BE CONSTRUCTED WITH POTABLE WATER CLASS PIPE FOR A MINIMUM OF TEN (10) FEET EITHER SIDE OF POTABLE PIPELINE WITH A SINGLE TWENTY (20) FOOT SECTION OF POTABLE WATER CLASS PIPE CENTERED ON THE CROSSING. NOTIFY ENGINEER IF 18" MIN VERTICAL SEPARATION IS NOT POSSIBLE.

Ryan Itani, PE
445 SW Ramsey Ct
Pullman, WA 99163
ph 509.338-5147
fax 509.332.2860



04/02/2024

REV NO.	DATE	DESCRIPTION

SUBMITTAL
1st Submittal

ROLLING HILLS SUBDIVISION
ADDITION NO. 10
ROAD AND UTILITY PLAN
3RD STREET

DESIGN: RRI
DRAFT: RRI
CHECK: RRI
DATE: 02/15/2024

Sheet:
C3.0

CALL 48 HOURS
BEFORE YOU DIG!
1-800-342-1585

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Rolling Hills 10th Addition Development and Monumentation Agreements - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Engineering Technician

ADDITIONAL PRESENTER(S)

DESCRIPTION

Ryan Itani, on behalf of Itani Development IV, LLC., has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On December 05, 2023, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 10th Addition and will be presented for City Council approval on May 20th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval. This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on May 13, 2024 and was recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Development and Monumentation Agreements for the Rolling Hills 10th Addition.

STAFF RECOMMENDATION

Approve the Development and Monumentation Agreements for the Rolling Hills 10th Addition.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Development Agreement - Rolling Hills 10th_final with attachments
2. Monumentation Agreement - Rolling Hills 10th_final with attachment

**DEVELOPMENT AGREEMENT
BETWEEN ITANI DEVELOPMENT IV, INC.
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN ITANI DEVELOPMENT IV, INC. AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2024, by and between Itani Development IV, Inc., whose address is 1515 SW Wadleigh Street, Pullman, Washington, 99163 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”).

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as Rolling Hills 10th Addition Subdivision; and

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

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

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

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

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

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

NOW, THEREFORE, DEVELOPER and CITY hereby agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and to the following:

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Rolling Hills 10th Addition Subdivision more particularly described as follows:

A parcel of land located in the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the southwest quarter of the southeast quarter of Section 9; Thence along the west line of said quarter, S 00°19'30" W, 443.67 feet to southeast corner of Lot 4, Block 1, Rolling Hills 9th Addition to the City of Moscow, per the recorded plat Inst. No. 622673, Latah County records; said corner being the **POINT OF BEGINNING**:

Thence leaving said west line, S 89°34'11" E, 26.46 feet;

Thence along a curve to the left with an arc length of 116.53 feet, a radius of 220.00 feet, a chord which bears N 75°15'22" E, 115.17 feet to a point on the south line of Moser Park, per Deed of Dedication Inst. No. 412761, Latah County records;

Thence along said deed the following three (3) courses:

N 60°04'56" E, 401.80 feet;

Thence N 29°55'04" W, 110.00 feet;

Thence N 60°05'12" E, 108.69 feet to a point on the south line of the parcel described in Quit Claim Deed Inst. No. 538776, Latah County records;

Thence leaving Moser Park and along the south line of said deed, S 89°31'22" E, 396.46 feet to the northwesterly corner of Lot 12, Block 4 of the Rolling Hills 7th Addition to the City of Moscow, per the recorded plat thereof;

Thence leaving said deed line and along Rolling Hills 7th Addition the following eight (8) courses:

S 44°51'32" W, 525.42 feet to the northwest corner of Lot 7, Block 4;

Thence S 19°14'00" W, 222.00 feet to the northwest corner of Lot 4, Block 4;

Thence S 29°54'40" W, 170.00 feet to the north corner of Lot 2, Block 4;

Thence along the northeasterly line of Lot 1, N 59°57'37" W, 110.00 feet to the northwest corner of Lot 1 and the easterly right of way line of Ryan Ln;

Thence N 33°44'18" W, 55.91 feet to the northeasterly corner of Lot 1, Block 1;

Thence along the north line of Lot 1, N 59°56'33" W, 123.86 feet to the northeast corner of Lot 2;

Thence along the north line of Lot 2, N 88°38'18" W, 92.58 feet to the northeast corner of Lot 3;

Thence along the north line of Lot 3, S 89°09'29" W, 32.82 feet to the southeast corner of Lot 6, Block 2 of the Rolling Hills 9th Addition to the City of Moscow according to the recorded plat thereof;

Thence leaving said north line and along the east line of the Rolling Hills 9th Addition to the City of Moscow, N 04°08'16" W, 118.47 feet to the northeast corner of said lot;

Thence N 00°24'45" E, 34.97 feet;

Thence S 60°13'45" W, 30.54 feet;

Thence N 00°19'30" E, 50.39 feet to the **POINT OF BEGINNING**.

Containing 6.05 acres more or less.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the Subdivision, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to:

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards"), and as may be amended and in accordance with approved engineering plans; and
- B. Construction of improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5, along the portion of CITY's Moser Park frontage adjacent to the Rolling Hills 10th Addition Subdivision. Half width road improvements shall be designed and constructed per CITY Standards 1C, and, for approximately 240 feet per CITY Standards 1c and 1e to allow for on street parking adjacent to the Moser Park property. DEVELOPER shall be responsible for the designing and construction of said improvements adjacent to the Moser Park Property and shall be entitled to reimbursement from CITY in accordance with the terms and conditions of the 1990 Development Agreement Section VII.F included as Attachment "A". Prior to commencing work on said improvements, CITY and DEVELOPER shall complete and agree to the terms and price of the improvements in a Memorandum of Agreement; and
- C. A pressure reducing valve (PRV) at the Rolling Hills 10th Addition Subdivision's connection of the watermain currently in the eastern extent of Third Street in accordance with CITY Standards, the design standard drawing MSD-400.605 included as Attachment "B" and incorporated herein by this reference, and in accordance with approved engineering plans. DEVELOPER shall be responsible for the design, procurement, construction, and start-up and testing of the PRV prior to acceptance by CITY and shall be entitled to reimbursement of fifty percent (50%) of the procurement and construction costs from CITY upon final acceptance. CITY and Developer shall complete and agree to the terms and prices of the PRV and shall include them in a Memorandum of Agreement.

III. TERM.

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

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

IV. CITY'S COVENANT.

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

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

V. DEVELOPER'S COVENANT.

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

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it

will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the public improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

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

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

VIII. WARRANTY.

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

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

IX. PARKLAND DEDICATION.

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

The parkland dedication requirement for the proposed Subdivision was previously met with Moser Park to the northeast, no further dedication is required.

X. PHASING.

No phasing is required for this development

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

DEVELOPER agrees that no person shall be allowed to occupy any part of the development for any purpose until the described public improvements are completed and

accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

This Agreement shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This Agreement shall be recorded with the Latah County Recorder.

XVIII. NOTICES.

Any notice required or called for by this Agreement shall be deemed served upon the Party to whom it is sent when delivered by certified United States mail to the following addresses:

DEVELOPER:

Itani Development IV, Inc.
1515 SW Wadleigh St.
Pullman, WA 99163
Phone: 509-338-5147

CITY:

City of Moscow, Idaho
City Engineer
PO Box 9203
Moscow, ID 83843
Phone: 208-883-7022

XIX. UNDERSTANDING.

DEVELOPER has read and understands this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had

the opportunity to avail itself of legal counsel and of other counsel before entering into this Agreement and before signing it, and hereby enters into this Agreement knowingly, voluntarily, willingly, and without inducement.

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

I, Rafik Itani, certify, under penalty of perjury pursuant to the law of the State of Idaho, that I am the authorized agent to bind Itani Development IV, Inc. to this Agreement.

DEVELOPER:

Itani Development IV, Inc.

CITY:

City of Moscow, Idaho

Rafik Itani, President

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared Rafik Itani known to me to be the Authorized Agent of Itani Development IV, Inc. who is the owner of the affected property.

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

(seal)

NOTARY PUBLIC _____

Residing at _____

My Commission _____

Attachment "A"

DEVELOPMENT AGREEMENT

Lots 1 through 14, Block 1, Moser Estates
Addition to the City of Moscow

This Development Agreement ("Agreement") is entered into this 2nd day of July, 1990, by and between MOSER LAND TRUST ("DEVELOPER"), being owner and developer of real property which is affected by this Agreement, and the City of Moscow, a Municipal Corporation of Idaho ("CITY");

RECITALS:

A. DEVELOPER owns real property within the CITY described as Lots 1 through 14, Block 1, Moser Estates Addition to the City of Moscow, Latah County, State of Idaho ("Property").

B. The CITY desires to ensure that lawfully imposed fees are paid and that all public improvements are properly installed on the Property by DEVELOPER;

C. DEVELOPER desires to proceed with improvements to the Property to develop a subdivision for sale.

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

- I. PROPERTY AFFECTED: This agreement affects the Property which is legally described as Lots 1 through 14, Block 1, Moser Estates Addition to the City of Moscow, Latah County, Idaho. The Property is as described on the plat identified as Exhibit A, which is attached to and incorporated into this Agreement.
- II. PUBLIC IMPROVEMENTS AND GRADING: DEVELOPER agrees to install, at its expense, all curbs, sidewalk, street, sanitary sewer, storm sewer, water lines, and all necessary street and lot grading on the Property in accordance with approved plans in and to CITY standards during and under the terms of this Agreement.

III. TERM: This Agreement shall remain in effect until all public improvements are constructed and accepted by the City for the Property for a period not to exceed five (5) years, except with respect to the dedication of real estate for parkland purposes and the construction of emergency access road, which terms of this Agreement shall remain in effect for a period not to exceed fifty (50) years.

IV. PERMITS: The parties agree that no building permits will be issued for the Property until all public improvements and lot grading have been constructed, or until adequate security has been given to the CITY, as provided below, to ensure proper construction of said public improvements. Until either of such events has occurred, DEVELOPER will notify any purchasers of lots of this restriction against issuance of a building permit.

If DEVELOPER provides such adequate security and fails to complete all of the improvements within one hundred twenty (120) calendar days of issuance of the first building permit, the parties agree that building permits will cease to be issued until such improvements are complete.

V. SECURITY FOR IMPROVEMENTS: CITY agrees that upon receipt of the security described in Paragraph VI it will issue building permits (upon payment of proper permit and utility connection fees) for lots within the Property. If DEVELOPER fails to complete construction of all of the improvements within one hundred twenty (120) calendar days of issuance of the first building permit, the CITY may attach such security and cause the improvements to be made.

VI. FORM OF SECURITY. DEVELOPER agrees to provide security in the amount of Two Hundred and Thirty Two Thousand Dollars (\$232,000.00) for the Property in the form of a construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable by the CITY Attorney and the CITY Council prior to the issuance of building permits by the CITY. The security must be effective for a minimum period of one year. If this security is in the form of a letter of credit or bond, the secured improvements must be constructed at least ninety (90) days prior to the expiration date on the security. If not completed at that time, the CITY may claim the security and complete the improvements. The amount of the security may,

from time to time, be reduced to a reasonable amount as deemed satisfactory by the CITY Engineer.

VII. PARKLAND DEDICATION.

A. DEVELOPER agrees to dedicate one (1) acre of land to CITY within that certain parcel of land owned by DEVELOPER as described on EXHIBIT B attached hereto and incorporated herein by this reference, the exact location of which will be agreed upon by DEVELOPER and CITY at the time the CITY requires a legally binding and written dedication of said parkland, provided, however, that it is the express intent of the parties that said one (1) acre site be approximately square and located adjacent to the southeasterly corner of the parcel of land described on Exhibit B and adjacent to real property currently owned by Deeston. It is further agreed that said dedication will satisfy all of the CITY's requirements regarding DEVELOPER's obligations under the CITY's Park Development Fund relating to all property owned by DEVELOPER within the City of Moscow, being a parcel of land described on Exhibit B attached hereto containing 20.71 acres, not excepting the parcel containing 5.05 acres.

B. DEVELOPER hereby grants to CITY a first right to purchase not more than three (3) additional acres contiguous to the parkland dedicated above provided, however, that this first right to purchase shall remain in effect until said parcel of land is platted by DEVELOPER or until this Agreement terminates, whichever first occurs. CITY may elect to initiate the exercise of this right upon notice to DEVELOPER at any time during the term hereof.

C. CITY shall pay DEVELOPER as the purchase price for any property purchased pursuant to its first right as granted herein a cash sum equal to its then current fair market value exclusive of improvements (both public and private). In the event the parties cannot agree on a purchase price, each party shall retain an M.A.I. appraiser to determine fair market value in accordance with the standards set forth above and the average of the two appraisals shall be considered the purchase price hereunder unless said appraisals differ by more than twenty-five percent (25%), in which event, a third M.A.I. appraiser shall be selected by both parties, or their appraisers if the parties cannot agree, and the average of the fair market value obtained by the third appraiser and the other appraiser whose value is closest to

the third appraiser shall constitute the purchase price. CITY shall pay for all appraisal costs incurred in this process. DEVELOPER shall deliver marketable title to the property to CITY by warranty deed upon payment of the purchase price.

D. In the event DEVELOPER develops residential real property currently outside CITY limits contiguous to the parkland described in paragraph VII A and B, DEVELOPER will, in good faith, consider dedication of a portion of said outlying real property contiguous to the parkland to CITY upon payment of just compensation or in lieu of paying parkland fees, as applicable.

E. DEVELOPER hereby grants CITY for five (5) years an option to purchase for parkland not more than three (3) additional acres contiguous to the properties described in paragraph VII A and B above for a purchase price of \$7,500.00 per acre payable in cash at the time the CITY exercises its option hereunder. DEVELOPER shall deliver marketable title to the property to CITY by warranty deed upon payment of the purchase price.

F. CITY agrees to pay one-half (1/2) the cost of public improvements, including water lines, sanitary sewer, storm sewer, street, curb, gutter and sidewalks over and upon any streets contiguous to parkland it acquires as a result of this Agreement.

G. CITY agrees that DEVELOPER shall have the right to farm without charges any parkland acquired by CITY until such time as CITY develops the same for parkland.

VIII. EMERGENCY ACCESS ROAD: DEVELOPER agrees that if adjacent real property currently owned by Deeston to the south or Janson to the west is developed, then DEVELOPER, to provide emergency vehicle access through Moser Street, will construct a gravelled all-weather road approximately twenty (20) feet wide to the dedicated or platted public right of way in such development along the dedicated extension of Moser Street.

IX. AS-BUILT DRAWINGS: DEVELOPER agrees to furnish, prior to acceptance of the improvements by CITY, one set of accurate, complete, reproducible as-built drawings for all of the water, storm sewer, sanitary sewer, curb, sidewalk, and street improvements constructed on the Property.

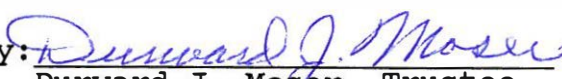
X. FAILURE TO COMPLY: If either party fails to comply with any term of this Agreement, the other

party, after ten (20) days written notice, may seek specific performance of the Agreement, may attach the security to complete the improvements or take any other action available at law or in equity.

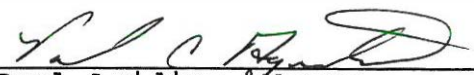
XI. BINDING ON HEIRS, ASSIGNS AND PURCHASERS: This agreement shall be binding upon the heirs, successors, assignees and purchasers of the parties.

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

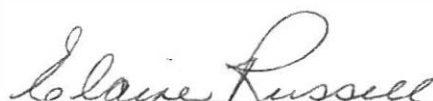
DEVELOPER: MOSER LAND TRUST

By: 
Durward J. Moser, Trustee

FOR THE CITY:


Paul Agidius, Mayor

ATTEST:


Elaine Russell, City Clerk

STATE OF IDAHO)
) ss.
County of Latah)

On this 3rd day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared DURWARD J. MOSER, known or identified to me to be a trustee of Moser Land Trust whose name is subscribed to the foregoing instrument and acknowledged to me that the Moser Land Trust executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

James J. Daniels
NOTARY PUBLIC for the State of
Idaho, residing at Moscow.
My commission expires: 9/28/93

STATE OF IDAHO)
) ss.
County of Latah)

On this 5th day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL AGIDIUS, known to me to be the Mayor of the City of Moscow, and ELAINE RUSSELL, known to me to be the City Clerk of the City of Moscow, who executed the instrument on behalf of said City of Moscow, and acknowledged to me that the City of Moscow executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

Dayle L. Mundy
NOTARY PUBLIC for the State of
Idaho, residing at Moscow.
My commission expires: 3/7/93

EXHIBIT A
PLAT

EXHIBIT E

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the NE1/4 SW1/4 of Section 9, T39N, R5W BM, and being more particularly described as follows:

Beginning at the west quarter corner of said Section 9, said point being a brass cap monument located at the intersection of Mt. View Road and D Street, thence S 89 degrees 12' 08" E, 1545.25 feet along the centerline of D Street and of said Section 9,, thence S 00 degrees 36' 28" W, 485.48 feet to the True Point of Beginning.

Thence S 89 degrees 12' 08" E, 52.38 feet;
Thence S 00 degrees 47' 52" W, 4.29 feet;
Thence S 89 degrees 12' 08" E, 831.25 feet;
Thence N 00 degrees 47' 52" E, 4.29 feet;
Thence S 89 degrees 12' 08" E, 220.57 feet;
Thence S 00 degrees 43' 51" W, 820.97 feet;
Thence N 89 degrees 30' 24" W, 1094.81 feet;
Thence N 00 degrees 04' 44" E, 826.74 feet to the True Point of Beginning.

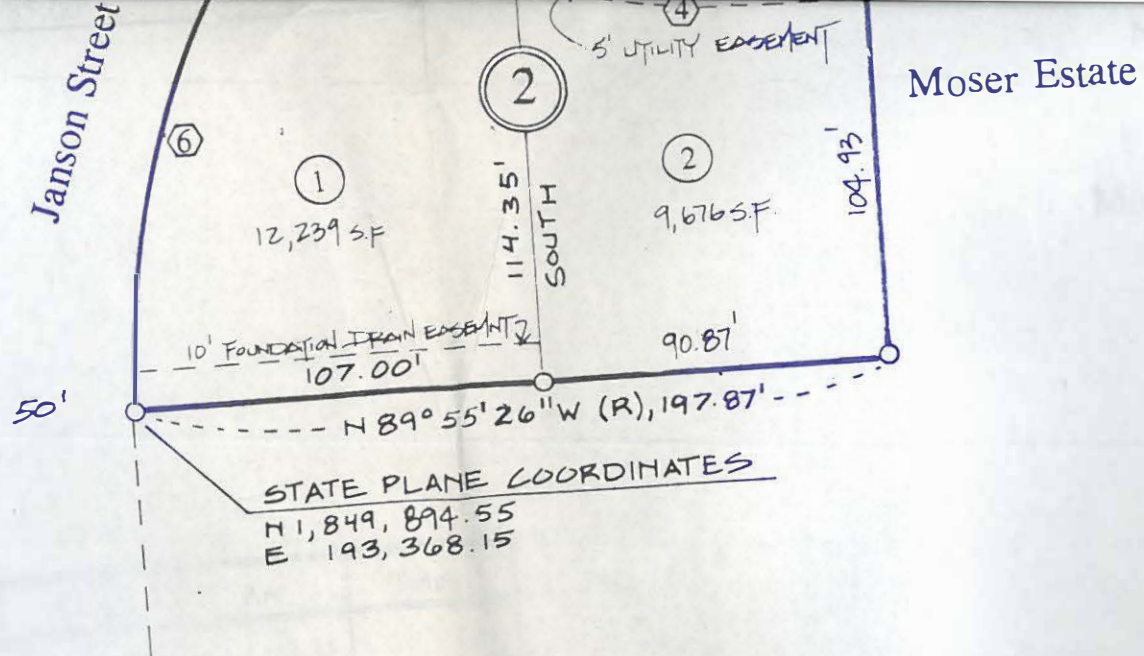
Said parcel contains 20.71 acres.

EXCEPTING: A parcel of land located in the NE1/4 SW1/4 of Section 9, T39N, R5W BM, and being more particularly described as follows:

Beginning at the west quarter corner of said Section 9, said point being a brass cap monument located at the intersection of Mt. View Road and D Street, thence S 89 degrees, 12' 08" E, 1545.25 feet along the centerline of D Street and of said Section 9, Thence S 00 degrees 36' 28" W, 485.48 feet to the True Point of Beginning of this description.

Thence S 89 degrees 12' 08" E, 52.38 feet;
Thence S 00 degrees 47' 52" W, 4.29 feet;
Thence S 89 degrees 12' 08" E, 596.06 feet;
Thence S 00 degrees 47' 52" W, 310.71 feet;
Thence S 75 degrees 03' 45" W, 202.86 feet;
Thence N 82 degrees 49' 15" W, 451.98 feet;
Thence N 0 degrees 04' 44" E, 319.68 feet to the True Point of Beginning.

Said parcel contains 5.05 acres.



Moser Estates Second Addition to the City of Moscow, County of Latah, ID

Owner: Moser Estate
Moscow, ID 83843



Hodge & Associates, Inc.

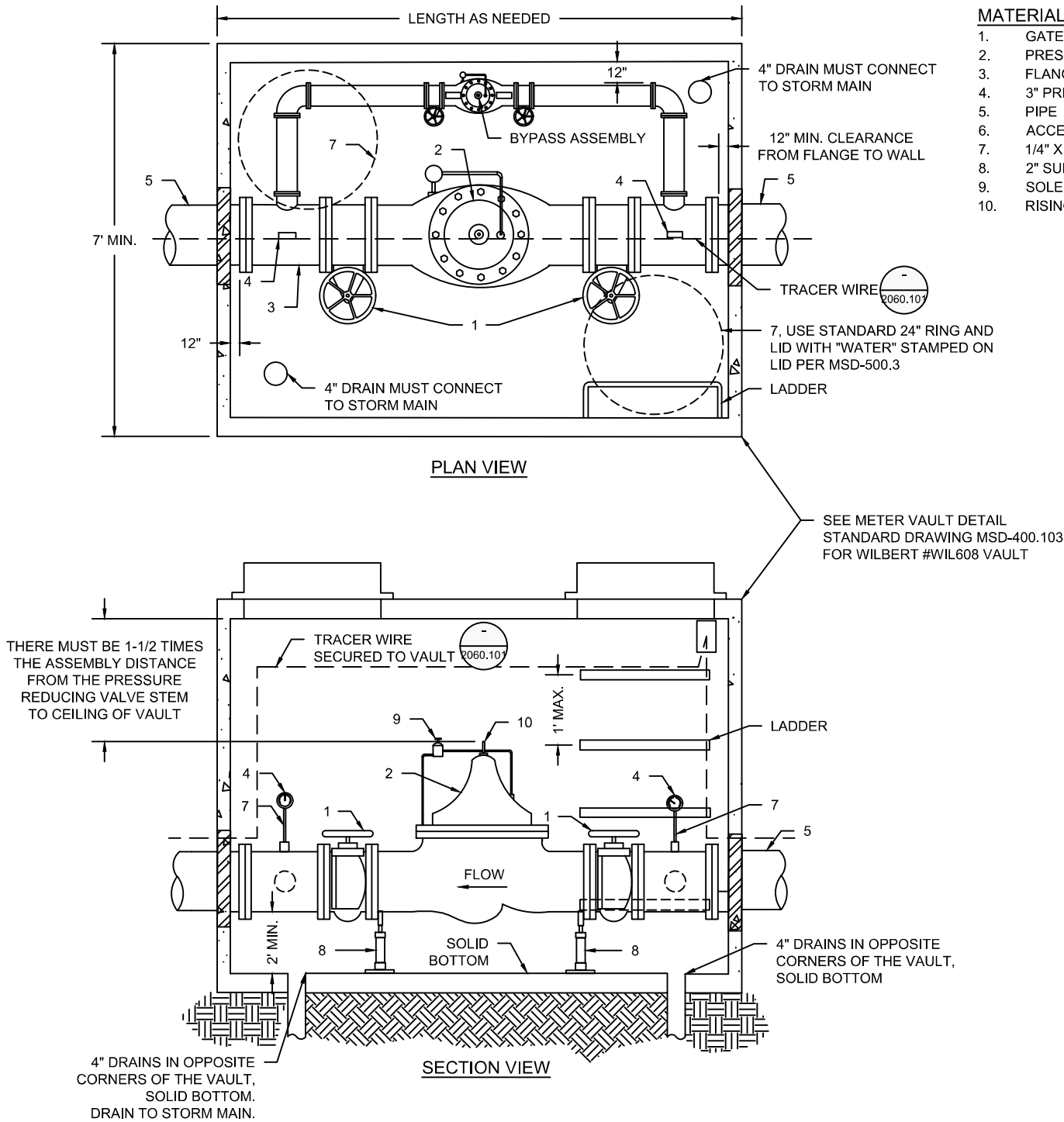
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS

P.O. BOX 8728
MOSCOW, ID 83843
(208) 882-3520

999-06-91



Attachment "B"



(A) PRESSURE REDUCING VALVE
Page 18 of 18

REVISIONS		SIGNED AND DATED				
DATE	DESCRIPTION					
		DRAFTED BY: CHECKED BY: DRAWING SCALE: NTS DATE: 5/2/23				
PRESSURE REDUCING VALVE		CITY OF MOSCOW ENGINEERING DEPARTMENT				
DRAWING NUMBER: MSD-400.605						

**MONUMENTATION AGREEMENT
BETWEEN ITANI DEVELOPMENT IV, INC, AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2024 by and between Itani Development IV, Inc., a Washington Limited Liability Company, 1515 SW Wadliegh Street, Pullman, Washington, 99163 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Rolling Hills 10th Addition Subdivision; and

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

WHEREAS, DEVELOPER desires to record the final plat of Rolling Hills 10th Addition Subdivision; and

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

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

NOW THEREFORE, it is agreed that all matters stated above are found to be true and correct and are incorporated herein by this reference as if copied in their entirety and for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. **PROPERTY AFFECTED:** The Property which is subject to this Agreement is described as Rolling Hills 10th Addition Subdivision (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment "A".
2. **PROFESSIONAL LAND SURVEYOR:** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Tamara L. Wardle, State of Idaho License No. 22509.

3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION: Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and
 - C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
 - A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of Six Thousand Twelve Dollars (\$6,012), which is equal to the one hundred twenty percent (120%) of the Five Thousand Ten Dollars (\$5,010) estimated by Surveyor to set the Subdivision interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Six Thousand Twelve Dollars (\$6,012) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.

7. **FAILURE OF SURVEYOR TO PERFORM MONUMENTATION.** In the event of the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in their official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.
8. **FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION.** In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. **TERM.** This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. **COVENANTS TO RUN WITH LAND.** This Agreement shall run with the land and benefits and burdens herein described shall be binding on the Parties, heirs, assigns and successors and interest.

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

I, Rafik Itani, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Itani Development IV, Inc. to this Agreement.

DEVELOPER:

Rafik Itani, President
Itani Development IV, Inc.

CITY:

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared Rafik Itani, known to me to be the Authorized Registered Agent of Itani Development IV, Inc, who is the owner of the affected property.

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

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

T 39 N, R 5 W, S 9

LEGAL DESCRIPTION

A parcel of land located in the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows: COMMENCING at the northwest corner of the southwest quarter of the southeast quarter of Section 9; Thence along the west line of said quarter, S 00°19'30" W, 443.67 feet to southeast corner of Lot 4, Block 1, Rolling Hills 9th Addition to the City of Moscow, per the recorded plat Inst. No. 622673, Latah County records; said corner being the POINT OF BEGINNING:

Thence leaving said west line, S 89°34'11" E, 26.46 feet;
Thence along a curve to the left with an arc length of 116.53 feet, a radius of 220.00 feet, a chord which bears N 75°15'22" E, 115.17 feet to a point on the south line of Moser Park, per Deed of Dedication Inst. No. 412761, Latah County records;
Thence along said deed the following three (3) courses:
N 60°04'56" E, 401.80 feet;
Thence N 29°55'04" W, 110.00 feet;
Thence N 60°05'12" E, 108.69 feet to a point on the south line of the parcel described in Quit Claim Deed Inst. No. 538776, Latah County records;
Thence leaving Moser Park and along the south line of said deed, S 89°31'22" E, 397.03 feet to the northwesterly corner of Lot 12, Block 4 of the Rolling Hills 7th Addition to the City of Moscow, per the recorded plat thereof;
Thence leaving said deed line and along Rolling Hills 7th Addition the following eight (8) courses:
S 44°54'13" W, 525.82 feet to the northwest corner of Lot 7, Block 4;
Thence S 19°14'00" W, 222.00 feet to the northwest corner of Lot 4, Block 4;
Thence S 29°54'40" W, 170.00 feet to the north corner of Lot 2, Block 4;
Thence along the northeasterly line of Lot 1, N 59°57'37" W, 110.00 feet to the northwest corner of Lot 1 and the easterly right of way line of Ryan Ln;
Thence N 33°44'18" W, 55.91 feet to the northeasterly corner of Lot 1, Block 1;
Thence along the north line of Lot 1, N 59°56'33" W, 123.86 feet to the northeast corner of Lot 2;
Thence along the north line of Lot 2, N 88°38'18" W, 92.58 feet to the northeast corner of Lot 3;
Thence along the north line of Lot 3, S 89°09'29" W, 32.82 feet to the southeast corner of Lot 6, Block 2 of the Rolling Hills 9th Addition to the City of Moscow according to the recorded plat thereof;
Thence leaving said north line and along the east line of the Rolling Hills 9th Addition to the City of Moscow, N 04°08'16" W, 118.47 feet to the northeast corner of said lot;
Thence N 00°24'45" E, 34.97 feet;
Thence S 60°13'45" W, 30.54 feet;
Thence N 00°19'30" E, 50.39 feet to the POINT OF BEGINNING.

Containing 6.05 acres more or less.

LATAH COUNTY SURVEYOR

This plat has been checked and meets the requirements of Title 50, Chapter 13, Idaho Code. Examined and approved by the Latah County Surveyor this ____ day of _____, 2024.

Latah County Surveyor

LATAH COUNTY TREASURER

I hereby certify that taxes and assessments on property shown hereon have been paid for 2024 and preceding years as of this ____ day of _____, 2024.

Latah County Treasurer

NORTH CENTRAL HEALTH DISTRICT

Sanitary Restriction satisfied, Title 50, Chapter 13, Idaho Code, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

North Central Health District Date

CITY OF MOSCOW ENGINEER

Examined and approved by the City of Moscow Engineer this ____ day of _____, 2024.

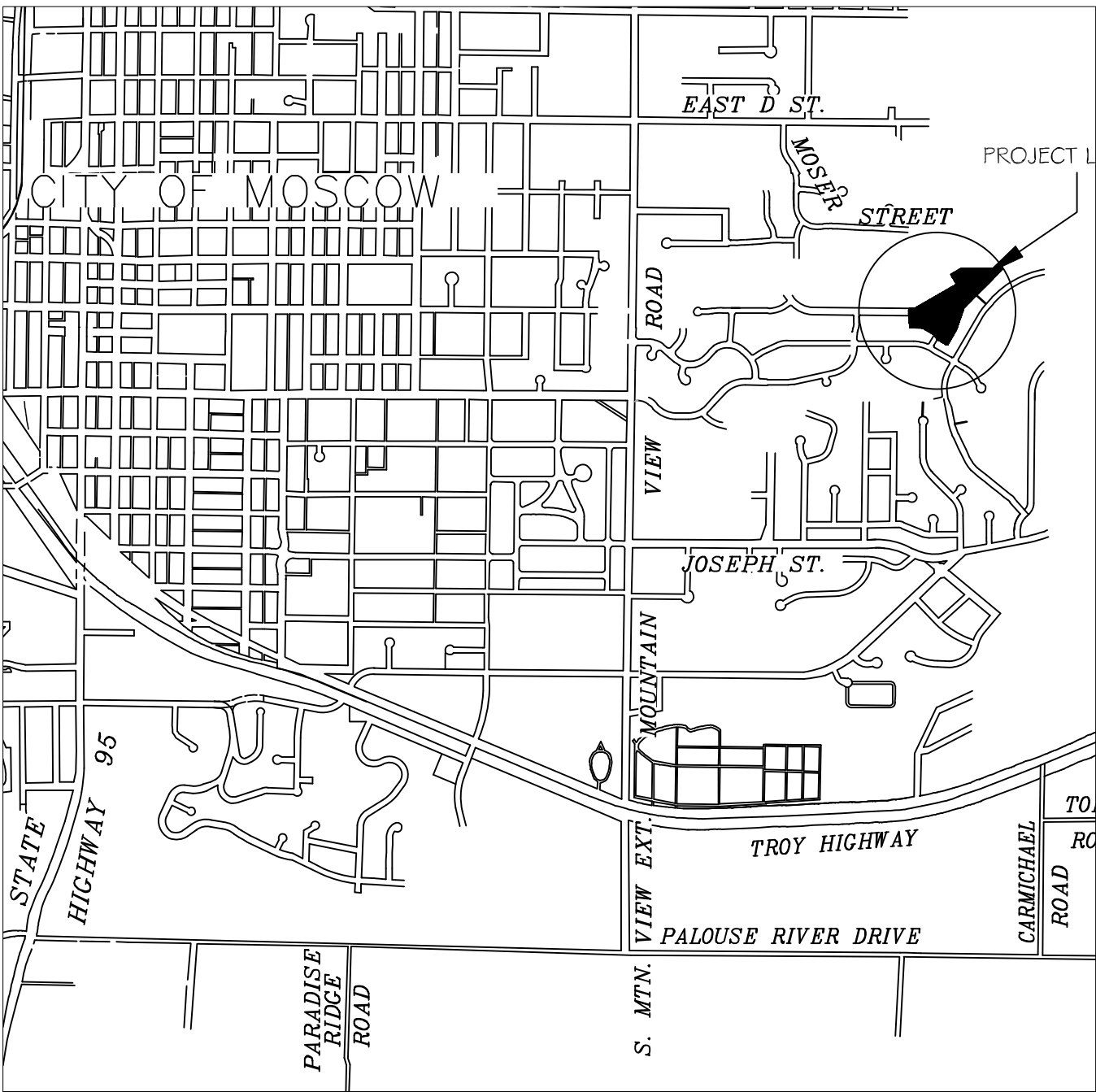
City Engineer, City of Moscow

SURVEYOR NOTES

- The 15 foot easement is shown hereon per Rolling Hills 7th Addition Plat, Inst. No. 500355 and per Permanent Public Utility Easement Inst. No. 499922. An additional Permanent Public Utility Easement is shown here on that adds an additional 6 feet on the northwest and 2 feet on the southeast per Inst. No. 509545.
- The eastern most corner of Rolling Hills 9th Addition will be reset in a Centerline Monument Case.
- The northwesterly corner of Lot 12 of Rolling Hills 7th Addition was found under 24" of fill and N 30° E, 0.5' from the calculated position. Said rebar has since been disturbed and was found on a subsequent visit completely out of the ground. A new corner will be reset at the calculated position.

ROLLING HILLS 10th ADDITION

LOCATED IN THE SW 1/4 OF SECTION 9,
T39N, R5W, BOISE MERIDIAN
CITY OF MOSCOW, LATAH COUNTY, IDAHO



VICINITY MAP
Not to Scale

CITY OF MOSCOW PLANNING & ZONING

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code.

Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this ____ day of _____, 2024.

Chairperson, Planning & Zoning Commission

CITY OF MOSCOW COUNCIL

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this ____ day of _____, 2024. Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Mayor, City of Moscow

City Clerk, City of Moscow

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS ____ DAY OF _____
RECORDER _____
DEPUTY _____

DEDICATION

Know all persons by these presents, that Itani Development IV, Inc., an Idaho Corporation, Owners of the land and premises included in the accompanying plat, and the City of Moscow, Owner of Moser Park, have caused said land to be subdivided and platted as shown on said plat as an addition to the City of Moscow, Idaho, to be known as ROLLING HILLS 10TH ADDITION. The undersigned do herewith declare their intention to dedicate for public use the rights-of-way, the public utility, and easements as shown hereon. Itani Land Company LLC certifies that all the lots shown hereon will be eligible to receive water service from the City of Moscow's municipal water system, per Chapter 50-1334(2), Idaho Code.

In witness thereof, the undersigned have set their hand,

Rafik Itani, President, Itani Development IV, Inc.

Date

Arthur Bettge, Mayor, City of Moscow

Date

ACKNOWLEDGMENT

STATE of IDAHO }
COUNTY of LATAH } Sworn Statement

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Rafik Itani known by me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same.

Notary Public

Residing in

My commission expires _____

ACKNOWLEDGMENT

STATE of IDAHO }
COUNTY of LATAH } Sworn Statement

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Arthur Bettge known by me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same.

Notary Public

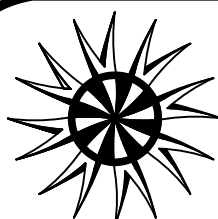
Residing in

My commission expires _____

SURVEYOR CERTIFICATION

I, Tamara L. Wardle, PLS #22509, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon. The interior monuments will be set in accordance with Idaho Code 50-1303, and before April 1, 2025 as referenced on the plat and approved by the City of Moscow. Witness my hand and seal this ____ day of April, 2024.

Tamara L. Wardle - Idaho Professional Land Surveyor



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET

1
OF
2

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Rolling Hills 10th Addition Final Plat - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

On December 5, 2022 Moscow City Council approved the Rolling Hills 10th Addition preliminary plat with no conditions. On December 5, 2023, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 24, 2024 and recommended approval to City Council. The Public Works/Finance Committee reviewed this item on May 13, 2024 and recommended for approval.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

ACTION: Approve the Rolling Hills 10th Addition Final Plat.

STAFF RECOMMENDATION

Approve the Rolling Hills 10th Addition Final Plat.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

Memo

To: City Council
From: Mike Ray, AICP - Planning Manager
Date: May 7, 2024
Re: Rolling Hills 10th Addition Final Plat Review

The Planning & Zoning Commission conducted a public hearing on October 26, 2022 to consider the request of Ryan Itani for a Preliminary Plat of a 6.0-acre area of land to create twenty (20) single-family lots with an average lot size of 9,145 square feet, referred to as Rolling Hills 10th Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with no conditions.

City Council then conducted a public hearing on December 5, 2022 and approved the Rolling Hills 10th Addition preliminary plat with no conditions.

On December 5, 2023, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat for conformance with City and State Code requirements and found it to be in conformance. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on January 24, 2024 and recommended approval to City Council.



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

For City Use Only			
Date Received		12/5/23	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$474.00 plus \$28.50/lot	12/5/23
Receipt Number		LUP 2023-0024	

APPLICATION FOR FINAL SUBDIVISION PLAT

(Please type or print plainly with blue ink.)



APPLICANT:

Name: Itani Development IV, LLC Phone: 509-338-5147
Address: 1515 SW Wadleigh Dr Email: ryanitani@hotmail.com

OWNER: (if other than applicant)

Name: _____ Phone: _____
Address: _____ Email: _____

ENGINEER/SURVEYOR:

Name: Ryan Itani Phone: 509-338-5147
Address: 1515 SW Wadleigh Dr, Pullman, WA 99163 Email: ryanitani@hotmail.com

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

PROPERTY:

- Proposed Subdivision Name: Rolling Hills 10th Addition
- Address(es) or Parcel Number(s): TBD
- Legal Description: Please attach copy of full description.
- Gross Area of all land involved: 6.00 acres, and/or _____ sq. ft.
- Total Net Area of land area, exclusive of proposed or existing public street and/or other public lands:
4.2 acres, and/or _____ square feet.
- Total number of lots: 20 Average lot size: 9155 SF

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY:

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

FINAL PLAT CHECKLIST:

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

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

public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

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

The following items must be submitted with this application before it will be processed:

1. Application fees
2. One full-sized Final Plat Map and one electronic copy.

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

12-04-23

Date

Signature of Property Owner (if different)

Date



ROLLING HILLS 10th ADDITION

LOCATED IN THE SW1/4 OF SECTION 9,
T39N, R5W, BOISE MERIDIAN
CITY OF MOSCOW, LATAH COUNTY, IDAHO

A detailed street map of the City of Moscow, Idaho. The map shows a grid of streets with a black shaded area near the intersection of Mosby Street and View Road, circled in red. The shaded area is labeled 'PROJECT L'. Other street names include East D St., Mosby Street, Joseph St., Mountain View Ext., Troy Highway, Palouse River Drive, S. Mtn., Carmichael Road, Toy Road, State Highway 95, and Paradise Ridge Road. The text 'CITY OF MOSCOW' is prominently displayed in the upper left quadrant.

VICINITY MAP
Not to Scale

- Land Surveying
- Site Planning
- Mapping

1
OF
2



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

MICHAEL E. DAHLIN, PLS / ID, WA
GABRIEL A. CIRKA, PLS / ID
TAMARA L. WARDLE, PLS / ID

PROPERTY DESCRIPTION FOR THE CITY OF MOSCOW 8 FOOT UTILITY EASEMENT

An 8 foot wide utility easement located in the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the southwest quarter of the southeast quarter of Section 9; Thence along the west line of said quarter, S 00°19'30" W, 443.67 feet to southeast corner of Lot 4, Block 1, Rolling Hills 9th Addition to the City of Moscow, per the recorded plat Inst. No. 622673, Latah County records; said corner being the **POINT OF BEGINNING**:

Thence leaving said west line, S 89°34'11" E, 26.46 feet;

Thence along a curve to the left with an arc length of 116.53 feet, a radius of 220.00 feet, a chord which bears N 75°15'22" E, 115.17 feet to a point on the south line of Moser Park, per Deed of Dedication Inst. No. 412761, Latah County records;

Thence along said deed the following two (2) courses:

N 60°04'56" E, 401.80 feet;

Thence N 29°55'04" W, 8.00 feet;

Thence leaving said deed line, S 60°04'56" W, 401.80 feet;

Thence along a curve to the right with an arc length of 112.31 feet, having a radius of 212.00 feet, a chord which bears S 75°15'32" W, 111.00 feet;

Thence N 89°34'11" W, 26.46 feet to a point on the west line of the southwest quarter of the southeast quarter;

Thence along the west line of said quarter, S 00°19'30" W, 8.00 feet to the **POINT OF BEGINNING**.

Containing 4,341 square feet more or less.

This description was prepared by Tamara L. Wardle on March 19, 2024.



129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net





Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

MICHAEL E. DAHLIN, PLS / ID, WA
GABRIEL A. CIRKA, PLS / ID
TAMARA L. WARDLE, PLS / ID

PROPERTY DESCRIPTION FOR ITANI LAND COMPANY TEMPORARY FIRETRUCK & FIRE HYDRANT TURNAROUND EASEMENT

A temporary firetruck turnaround and fire hydrant easement located in the southeast quarter of Section 9, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the southwest quarter of the southeast quarter of Section 9; Thence along the north line of said quarter, S 89°30'04" E, 361.58 feet; Thence leaving said north line, S 00°11'16" W, 60.13 feet; Thence S 89°31'22" E, 323.45 feet to a point on the south line of the parcel described in Quitclaim Deed Inst. No. 538776, Latah County records, said point being the **POINT OF BEGINNING**:

Thence leaving said south line, N 00°28'38" E, 12.89 feet;
Thence S 89°31'22" E, 24.41 feet;
Thence N 18°41'00" E, 87.06 feet;
Thence S 71°19'00" E, 16.00 feet;
Thence S 18°41'00" W, 22.00 feet;
Thence along a curve to the left with an arc length of 43.98 feet, having a radius of 28.00 feet, a chord which bears S 26°19'00" E, 39.60 feet;
Thence S 71°19'00" E, 26.00 feet;
Thence S 18°41'00" W, 20.00 feet;
Thence N 71°19'00" W, 26.00 feet;
Thence along a curve to the left with an arc length of 41.30 feet, having a radius of 28.00 feet, a chord which bears S 66°25'21" W, 37.66 feet to a point on the south line of the parcel described in Quitclaim Deed Inst. No. 538776, Latah County records;
Thence along said south line, N 89°31'22" W, 37.15 feet to the **POINT OF BEGINNING**.

Containing 3,272 square feet, more or less.

This description was prepared by Tamara L. Wardle on March 19, 2024.



129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net



Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
December 5, 2022**

7:00 PM

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

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

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

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Mike Ray, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Parker led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council November 7, 2022 Minutes - Laurie M. Hopkins

B. Disbursement Report October 2022 - Sarah Banks

Staff presented the October 2022 Accounts Payable Report to the Public Works / Finance Committee on November 28, 2022. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of October 2022.

C. Amendment to Memorandum of Agreement Between BBC, LLC and the City of Moscow - Cody Riddle

Rich Beebe, representing BBC LLC has requested a modification to an existing Memorandum of Agreement between his organization and the City of Moscow. The only change proposed is to extend the deadline for completion of public improvements by six months, or to July 1, 2023. This was reviewed by the Public Works/Finance Committee on November 28, 2022 and recommended for approval.

ACTION: Approve Amendment to Memorandum of Agreement with BBC, LLC

D. Almon Asbury Alley Sanitary Sewer and Paving Project Bid Award - Bob Buvel

This project consists of the replacement of approximately 1,200 linear feet of existing sanitary sewer main, the installation of stormwater collection and conveyance, and the paving of the alley between Almon Street and Asbury Street from Sixth Street north to the existing pavement at Third Street. Bids were opened on Thursday, November 15, 2022. Three bids were received, ranging from \$656,011.00 to \$692,706.75. Motley - Motley, Inc was found to be the lowest responsive bid with a bid total of \$656,011.00. The full bid tabulation is attached to the Committee packet. This was reviewed by the Public Works/Finance Committee on November 28, 2022, and recommended for approval.

ACTION: Accept the low bid from Motley - Motley, Inc., award the contract for the bid amount of \$656,011.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

E. Finley Buttes Fuel Relief - Tim Davis

The City of Moscow has received a request from Finley-Buttes Limited Partnership for fuel relief due to unanticipated and significant increases in diesel fuel costs. The City of Moscow and Finley-Buttes Limited Partnership entered into an agreement for Transportation and Disposal of Moscow's municipal solid waste in November of 2019. The agreement allows for such amendments at the City's discretion. Upon review of this request, staff determined that the request for fuel relief is reasonable and has developed a fuel model that provides a fair and predictable method of accounting for fuel cost volatility that provides both reimbursement of excessive fuel expenses to Finley-Buttes and provides a credit to the City of Moscow when there is a reduction to fuel prices. This was reviewed by the Public Works/Finance Committee on November 28, 2022 and recommended for approval.

ACTION: Approve the fuel adjustment amendment to the Agreement for Solid Waste Transportation and Disposal with Finley-Buttes Limited Partnership.

Taruscio moved and Laflin 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)

Taruscio moved to approve the appointments. Kelly seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Sam Gallaher (SEC), Kassie Smith (FMC), Nick Koenig (MTC) and Gretchen Hayes (PRC) extended their thanks for the appointment and are exciting to be on their respective commissions.

Kelly moved and Taruscio seconded to approve the proposed reappointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

Stevie Steele Johnson (Inland North Waste) said they have been negotiating with staff on costs for fuel, metal, totes and payroll. The contract is long-term and INW doesn't have the authority to raise prices. They need support from city staff and swift action that will help a difficult situation.

Brandon Johnson (Inland North Waste), committed to serve the company. Spoke regarding his family history in the sanitation business. Asking for relief well within the bounds of the contract. He urged the Council to look at the data, ride along on waste pickup, and ask questions.

Shirley Greene (Moscow) said when she was a county commissioner, she worked on the original plans of the recycling center. She is proud of the Latah Sanitation has done and has seen great things from Brandon and Stevie. She hopes the Council will be supportive of the business.

Tom Sokoloski (Moscow) said he lives on Tamarack Street and the cul-de-sac has flooded twice in the last four years. Subdivisions have been constructed north of his neighborhood. One of the neighbors has been working with staff and had good response. He is attending the Council meeting so that the concerns are on the record since there is another development going in on Trail Rd.

4. Public Hearing: Rolling Hills 10th Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Ryan Itani, is proposing to subdivide a 6-acre area of land generally located east of the intersection of Third Street and Sixth Street into 20 lots ranging from 7,017 sf to 12,376 sf in size, referred to as Rolling Hills 10th Addition. The proposed subdivision includes the extension of Third Street along

the Moser Park frontage. The Planning and Zoning Commission conducted a public hearing for this matter on October 26, 2022 and recommended approval of the proposed preliminary plat with no conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with no conditions; or approve the preliminary plat with conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Mayor Bettge opened the public hearing at 7:21 p.m.

Ray introduced the item by reviewing the comprehensive plan designation, zoning designation, plat layout and utilities. The stormwater detention pond in Rolling Hills 8th Addition is adequately sized to accommodate stormwater runoff for Rolling Hills 9th and 10th Additions and was verified by an engineer. Once the subdivision is built out, the proper stormwater system will be in place and the flooding will diminish. Belknap added the Tamarack area has some downstream segments that are undersized. Any new development has to go through an engineering stormwater design to ensure once the project is complete, it won't discharge at a greater rate than the predevelopment conditions. For this Rolling Hills area, the conveyance system is all new so won't have a condition of constraint.

Ryan Itani (applicant) said staff summarized well and he is available to answer questions if necessary.

Mayor Bettge asked for public testimony in favor of the application; in opposition; and any neutral testimony. Hearing none, Mayor Bettge closed the hearing at 7:33 p.m.

Lewis appreciates developers that can take on infill development and has no concerns. Taruscio said she has no issues and appreciates the information on stormwater. Taruscio moved to approve the plat with no conditions. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Taruscio moved to approve the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

5. Update to the 2016 Bike Route and Facilities Plan (ACTION ITEM) - Cody Riddle

The City's Bike Route and Facilities Plan was adopted by resolution in June of 2016. The plan identifies specific routes and treatments for bike lanes. Since adoption, City staff have been working to implement the plan, and to date a significant number of the improvements have been completed. Experience gained from the installation process and ongoing use and maintenance of the facilities has illustrated the need for an update to the plan.

Staff presented 14 recommended changes to City Council on September 19, 2022. The changes were based on recommendations from the Transportation Commission and the Public Works and Finance Committee. At the conclusion of the meeting, Council remanded the item for additional consideration by the Transportation Commission, asking for further evaluation of three specific roadways. This included Almon Street (north of A), Polk Street (north of Public), and Blaine Street (between White and Howard). The Transportation Commission evaluated these roadways along with the segment of 3rd Street (between Polk and Hayes) at their November 10, 2022 meeting.

Staff will provide a summary of the Transportation Commission's discussion on the remaining roadways in question, and seek Council approval of the update to the Bike Route and Facilities Plan.

PROPOSED ACTIONS: Approve the resolution to adopt changes to the Bike Route and Facilities Plan; or take other action deemed appropriate.

Riddle introduced the item as written above. The Transportation Commission reviewed the streets as directed by Council. They recognized Blaine Street is constrained and recommended sharrows on both sides. Sharrows would allow on-street parking on both sides which naturally reduces speeds. Staff added another area to review which is 3rd Street between Polk and Hayes which can accommodate bike lanes on both sides.

In addition to the changes approved/supported on September 19, 2022, staff recommended the following updates to the Bike Facilities Plan:

- Almon Street: Bike lanes between A and E Street. Sharrows north of E Street.
- Polk Street: Bike lanes north of Morton, excluding the frontage abutting the existing duplexes.
- Blaine Street: Sharrows between White and Harold.
- Third Street: Bike Lanes between Polk and Hayes with a transition into downhill lane of traffic near Van Buren.

Lewis felt with upgrades to Mountain View Rd, bikes may use Blaine Street more. She prefers sharrows on all of Almon Street due to impact of those of the houses, especially the quad units. She is also worried about no parking on Third Street with East City Park and the negative impact to events in the park. Riddle responded an option for events is closing the bike lanes for parking during the events.

Parker felt they were good changes and liked the compromise on Almon. She wished there was a better solution on Blaine. Belknap replied that there are alternate parallel routes.

Kelly thanked the Transportation Commission for their review. She feels there is too much confidence in sharrows but grateful for the changes as they are better.

Laflin said she is the liaison for the Transportation Commission and said it was a long and very engaged conversation and also thanked both the Commission and staff for the work they did.

Taruscio heard the concerns expressed by Lewis but prefers bike lanes on all of Almon.

Parker moved to approve the resolution adopting the changes recommended by staff to the Bike Route and Facilities Plan. Kelly seconded. Roll Call Vote: Ayes: Four (4). Nays: One (Lewis). Abstentions: None. Motion carried.

6. Updated Personnel Policies Adoption (ACTION ITEM) - Bill Belknap

Over the last year, the City has been working to update and modernize the City's Personnel Policies to reflect current employment laws and regulations and benefit programs. The Council has reviewed and approved all of the substantive changes to the policies on a section-by-section basis. Staff has compiled the changes into a single document for the Council's review and approval by Resolution. This was reviewed by the Public Works/Finance Committee on November 28, 2022 and forwarded to the full Council for discussion.

PROPOSED ACTIONS: Approve the proposed Personnel Policies and the associated Resolution, or take other action deemed appropriate.

Belknap provided a brief background and explained significant updates which included updates to the employer/employee code of conduct; added language to reflect current employment law and best practices and references to the relevant state or federal laws or statutes; eliminated property damage threshold when operating a vehicle on public or private roadways or property; addition of Juneteenth as a paid holiday; updated City's On-Call and Call-Back policies for all essential operations; and addition of paid parental leave. Since October 2020 the option of health insurance benefits added and revised. The current policy states "City shall provide full coverage for the elected official and 50% of dependent coverage paid by the City of Moscow."

The monetary value of the proposed benefits would meet or exceed the value of the Council's current compensation which is set by ordinance every two years at least six months prior to the effective date of such adjustments per state and city codes. Staff is recommending that the Council amend that section to state that "Elected officials are not eligible to receive health benefits." The Council could then review this matter during the upcoming Council compensation adjustments that will occur in 2023, to be effective on January 1, 2024.

In answer to Laflin's question, sick, compensation and/or vacation can be used to extend parental leave. The employee would also be eligible for FMLA status but the employee would have to pay for benefits.

Lewis said there is state law that requires paid parental leave of 4 weeks. She doesn't feel four weeks is very long, especially with the shortage of newborn daycare providers. She would prefer six weeks paid parental leave. Belknap said there is no direct cost to the budget unless someone needs to be brought in to cover the work. More likely the burden falls to co-workers to pick up the load. Lewis feels it is the right thing to do despite the intangible cost.

Taruscio said Lewis makes a compelling argument but it could be an employee retention effort. She agrees with the six weeks parental leave and two more weeks with a newborn is worth the investment.

Kelly said that puts a lot of work on the coworkers but agrees it does go fast. She believes it is a work in progress and needs to be sure those employees are compensated for covering the shifts. She doesn't think it should be taken lightly.

Parker felt it is good way to work on employee retention.

Lewis said a job should not be so important when having a child that someone can't cover. She doesn't feel sick leave should be used for parental leave.

Lewis moved to approve the resolution adopting the proposed personnel policies with 6 weeks of parental leave and the change that elected officials are not eligible to receive benefits. Lewis rescinded her motion to provide more discussion.

Parker said being an elected official is a lot of work and it is not easy to maintain a full time job. If under 65, you either have to work or pay for health benefits yourself. She doesn't think offering health benefits to elected officials is a bad thing. Belknap said in May 2023 benefits could be included in the broader conversation regarding council salary. If Council then chooses to offer benefits, that language could be included in the ordinance that adopts the amount of council salary.

Lewis moved to approve the proposed personnel policies and associated resolution with the amendment to say elected official are not eligible and amend parental leave from 4 weeks to 6 weeks. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Moscow Urban Renewal Agency – Kelly reported the 6th and Jackson property will return to an RFP process.

Moscow Volunteer Fire Department – Laflin said the Department had their awards ceremony.

Fair and Affordable Housing Commission – Parker said the Commission is working on updating the impediments to fair housing.

SMART Transit – Lewis reported the organization hired an executive director and they have board member openings coming up.

Council members shared their support for the families of the homicide incident from November.

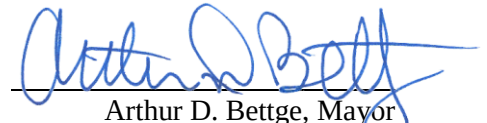
Mayor

Mayor Bettge said he attend an event at the recovery center and the airport board meeting. The load factor is at 73% for both the Boise and Seattle flights. The terminal is moving along and on track for the scheduled completion date. He also attended an AIC meeting where they discussed what the municipalities will work on with the legislature.

Belknap said there will most likely be one committee meeting on the 12th. Registration is open for the AIC City Officials Day at the Capitol. Contact staff if interested in attending.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:36 p.m.


Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**BEFORE THE CITY COUNCIL
OF THE CITY OF MOSCOW, COUNTY OF LATAH,
STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A SIX (6) ACRE AREA OF LAND GENERALLY LOCATED EAST OF THE INTERSECTION OF THIRD STREET AND SIXTH STREET, KNOWN AS ROLLING HILLS 10TH ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on August 1, 2022; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on October 26, 2022; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on December 5, 2022; and

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

THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a six (6) acre area of land generally located east of the intersection of Third Street and Sixth Street.
3. The subject property is currently undeveloped and is directly to the east of Rolling Hills 9th Addition. To the north of the subject property is Moser Park which is currently undeveloped, as well as undeveloped land located within the Area of City Impact. Property that was recently approved as Harvest Hills 2nd Addition is located to the northwest, and Rolling Hills 7th Addition is located to the south and east. All of the surrounding property that is currently developed is single family residential structures, with the exception of Good Samaritan Village located on Fairview Drive.
4. The subject property contains areas of moderate sloping topography as the land slopes to the northwest. There are no drainage ways or natural features that have been identified upon the subject property.
5. The subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,

“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may

require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

6. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks in the area which are designated as Parks and Open Space.
7. The subject property is currently designated as the Moderate Density Residential (R-2) Zoning District. All surrounding properties are also located within the R-2 Zone.
8. The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
9. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities.
10. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
11. The applicant is proposing to subdivide the 6-acre area of land to create 20 lots ranging from 7,017 sf to 12,376 sf in size, referred to as Rolling Hills 10th Addition. The proposed subdivision includes the extension of Third Street to Moser Park. All of the lots within the proposed subdivision meet the minimum lot size and lot width for the R-2 zone.
12. Water services are proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 9th Addition. The property is considered developable in the City’s Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
13. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 1.87 million gallons of water per year (20 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.87 M gallons/year).
14. Sanitary sewer is proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 9th Addition. Engineering has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
15. The storm sewer for the subdivision is proposed to be extended in a similar fashion to the sanitary sewer system by following the Third Street alignment and connecting to the existing main within

Rolling Hills 9th Addition. The area encompassing both the Rolling Hills 9th and Rolling Hills 10th Additions were included in the stormwater drainage report and design of the Rolling Hills 9th civil design plans. As a result, the stormwater detention requirements for Rolling Hills 10th have already been accounted for and constructed.

16. The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. Third Street through the subject property will also be constructed to the collector standard.
17. The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. Third Street through the subject property will also be constructed to the collector standard.
18. The Parks and Recreation Department has requested that the street be widened by 9 feet on approximately half of the Moser Park street frontage in order to accommodate on-street parking adjacent to the park. The length of the widening will be about 240 feet which could accommodate 10 on-street parking spaces. It's anticipated that this on-street parking will serve as parking for users of Moser Park, since it's unlikely to be able to develop a parking lot upon the park property given the challenging topography.
19. Ryan Lane is constructed to the local residential street standard which includes a 28-foot-wide roadway with two travel lanes and curbing, gutters, tree lawns, and sidewalks on both sides of the street and parking is permitted on one side of the street.
20. The parkland dedication requirements for the proposed subdivision were previously met with Moser Park to the northeast, so no further dedication is required.
21. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on March 25, 2021 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Moderate Density Residential (R-2) Zoning District, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The extension of Third Street is consistent with the general alignment within the Thoroughfare Plan.

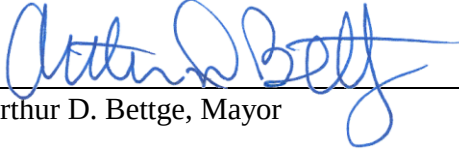
The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential.

3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Third Street which is designated as a collector street. Water and sewer services are proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 9th Addition. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the six (6) acre area of land generally located east of the intersection of Third Street and Sixth Street with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 5th day of December, 2022.



Arthur D. Bettge, Mayor

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Proposed Amendment to Solid Waste Franchise Agreement to add 200 and 300 Gallon Containers - Tim Davis

RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Staff has received a proposal from Inland North Waste regarding the implementation of 200 and 300 gallon poly containers for both waste and recycling services. The 200/300-gallon containers can be serviced with the automated side loading trucks currently used to service the 35, 65 and 95 gallon roll carts. The 200-gallon waste containers are virtually the same size as a one-yard metal dumpster, and we have many outlying one-yard dumpsters located in residential areas that could be replaced with 200-gallon poly containers. Currently, the one-yard dumpsters require a front-loading truck to travel out of the way of the business district to service the dumpster. Replacing the one-yard dumpsters with a 200-gallon poly container will allow them to be serviced by the automated side loading truck when it is already in the vicinity and would also provide a cost savings for customers who currently have one-yard dumpsters. The 200/300-gallon poly containers were also a topic of discussion with the multi-family recycling work group, as the containers would add another option for apartment recycling. Staff has reviewed the proposal and believes it is a fair and equitable cost for the provision and servicing of the proposed 200/300 gallon containers. Staff has prepared an amendment to Exhibit G of the Sanitation Franchise Agreement to include a servicing and container replacement cost from the City to the Franchisee and the customer service rate for the new containers will be included in the FY2025 Fee Resolution in advance of the launch of the new containers this fall.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the proposed Agreement providing for the Amendment to Exhibit "G" of the Solid Waste Franchise Agreement to include 200 and 300-gallon containers for waste and recycling services.

STAFF RECOMMENDATION

Approve the proposed Agreement providing for the Amendment to Exhibit "G" of the Solid Waste Franchise Agreement to include 200 and 300-gallon containers for waste and recycling services.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. First Amendment_Franchise Agreement_LSI_Exhibit G_Final with Attachment in track changes

AMENDMENT TO EXHIBIT “G” OF THE FIRST AMENDMENT TO SECOND
EXTENSION OF AND AMENDMENT TO 2003 SOLID WASTE FRANCHISE
AGREEMENT

THIS AMENDMENT TO EXHIBIT “G” OF THE FIRST AMENDMENT TO SECOND EXTENSION OF AND AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT (hereinafter “Amendment to Exhibit “G”) is made and entered into this _____ day of _____, 2024, by and between the City of Moscow, a Municipal Corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “City”) and Latah Sanitation, Inc. (dba Inland North Waste), an Idaho Corporation, 3299 Highway 8, Moscow, Idaho, 83843 (hereinafter “Franchisee”).

WHEREAS, the Parties executed the First Amendment to Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement Including Amendments to Franchise Agreement Exhibits (hereinafter “First Amendment Agreement”) on October 20, 2023; and

WHEREAS, the First Amendment Agreement allows for amendments to the Exhibits; and

WHEREAS, the Parties wish to amend Exhibit “G” of the First Amendment Agreement to add 200 and 300 gallon recycling containers and 200 gallon solid waste containers;

NOW, THEREFORE, City and Franchisee agree that 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 amendments of the First Amendment Agreement:

1. Effective June 1, 2024, Exhibit “G” of the First Amendment Agreement shall be replaced with the attached amended Exhibit “G”, incorporated herein by this reference.
2. All other terms and conditions of the First Amendment Agreement that are not modified by this Amendment to Exhibit “G” shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Exhibit “G” on the date first above written.

I, Brandon Johnson, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Latah Sanitation, Inc. (dba Inland North Waste) to this Amendment to Exhibit “G”.

LATAH SANITATION, INC.:

CITY OF MOSCOW:

Brandon Johnson, Manger

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Brandon Johnson, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of Latah Sanitation, Inc. (dba Inland North Waste).

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

~~2023 AMENDMENT TO EXHIBIT "G"~~
FEE SCHEDULE
EFFECTIVE DATE - ~~October~~ June 1, ~~2023~~2024

SECTION 1.0 ADJUSTMENTS INCLUDED IN ~~2023 AMENDMENT TO EXHIBIT "G"~~

- 1.1 Reimbursement: City agrees to pay the Franchisee the amounts shown herein for Solid Waste Services performed, pursuant to this Agreement.
- 1.2 Fees: Exhibit "G" does not include billing or other City fees. Such billing and City fees are included in the actual rates charged to the producer.

SECTION 2.0 RATES FOR EACH RESIDENTIAL UNIT

2.1	Individual Residential Units Includes mobile homes, duplexes, and apartment units. This fee also includes fees for curbside recycling collection services.	Per Month	Each unit	\$9.51
2.2	Apartment Curbside Recycling	Per Month	Each unit	\$3.62
2.3	Individual Residential SW Service Level	Per Month		
	35 gallon cart	Each unit		\$0.63
	65 gallon cart	Each unit		\$1.24
	95 gallon cart	Each unit		\$1.84
	On Demand 35 gallon cart	Each service		\$0.30
2.4	Individual SW Roll Cart	Per Month	Each unit	\$0.93
2.5	SW Roll Cart Operation & Maintenance	Per month		\$3,916.10
2.6	Individual Recycling Roll Cart	Per Month	Each unit	\$0.94
2.7	Recycling Roll Cart Operation & Maintenance Includes roll cart exchanges & repairs, roll cart cleaning, inventory storage and extra rear load helper route.	Per month		\$12,235.16
2.8	Material Recovery Facility (MRF) Processing	Per Ton		Actual

Includes actual single stream material processing costs passed on to City.

2.9	Cart size exchange	First 30 days	\$0.00
		After 30 days	\$18.52

2.10	Return Service: (e.g., blocked roll cart, roll cart not set out on time, roll cart not able to be serviced)	First time	\$0.00
		Second time	\$12.36
		Third time	\$24.70
		(and following times)	

2.11	Roll Cart Replacement (lost, stolen, damage from abuse)	Each unit	\$59.65

2.12	Carry - Out Service Per Month		
	A. Outside of Building:		
	Two (2) bags or (1 roll cart)	Each unit	\$12.96
	B. Inside of Building:		
	Two (2) bags or (1 roll cart)	Each unit	\$14.73

Each carryout service producer shall provide reasonably safe access to solid waste container(s).

2.13	Over Service Level: Per bag or equivalent	Each unit	\$4.89
------	---	-----------	--------

Business Rate for Residential: Residential Units utilizing mechanical or compactor containers shall be billed at the business rate for such containers.

SECTION 3.0 RATES FOR BUSINESS UNITS USING MANUAL CONTAINERS

3.1	Loose Yardage on Ground (not fault of Franchisee)	Per cu. yard	\$8.74

3.2	Commercial Roll Carts Per month (serviced one [1] time weekly)	35 gal	\$10.12
		65 gal	\$10.12
		95 gal	\$15.16

3.3	Commercial Curbside Recycling	Per Month Each unit	\$3.63
-----	-------------------------------	---------------------	--------

3.4	Individual Recycling Roll Cart	Per Month	Each unit	\$0.93
3.5	Recycling Roll Cart Operations & Maintenance		Per month	\$440.57
3.6	200 gal Recycling Container		Per month	\$9.41
	300 gal Recycling Container		Per month	\$11.38
	200 and 300 gal Container Replacement Fee- (lost, stolen, damage from abuse) (This Replacement applies to all 200 and 300 gallon containers referenced in this Exhibit)		Each	\$475.00

SECTION 4.0 RATES FOR RECYCLING MOBILE CONTAINERS (RMC)

4.1 Rental Rates:

6 Yard Container Rental	Per month	\$58.05
Sales Tax on Rental		\$ 3.48
10.5 Yard Container Rental	Per month	\$88.67
Sales Tax on Rental		\$ 5.32
12 Yard Container Rental	Per month	\$103.61
Sales Tax on Rental		\$ 6.21

4.2 Types of Services:

A. Franchisee Services/Value of Recycled Materials Retained by Franchisee:

- 1) RMC hauled, emptied and exchanged by Franchisee
- 2) No Reimbursement for recyclable materials to customer
- 3) On-call service with twenty-four (24)-hour notice
- 4) Rate per haul and exchange \$47.21

B. Franchisee Services/Value of Recycled Materials Retained by Customer:

- 1) RMC hauled, emptied and exchanged by Franchisee
- 2) Reimbursement at the current rate for recyclable materials to customer, providing there is no contamination from unacceptable items.
- 3) On-call service with twenty-four (24)-hour notice
- 4) Rate per haul and exchange \$56.73

C. Customer Service/Value of Recycled Materials Retained by Customer:

- 1) RMC hauled, emptied and exchanged by customer
- 2) Reimbursement at the current rate for recyclable materials to customer
- 3) Rate per haul and exchange \$ 0.00

SECTION 5.0 RATES FOR MECHANICAL CONTAINERS

5.1 Mechanical Container Rates Per Month:

Cont. Size	Rental	Sales Tax	Times Per Week				
			1	2	3	4	5
1 yd	\$13.40	\$0.80	\$26.94	\$53.82	\$80.64	\$106.68	\$134.29
2 yds	\$16.59	\$1.00	\$45.06	\$90.04	\$135.06	\$180.08	\$225.02
3 yds	\$23.73	\$1.42	\$62.39	\$123.90	\$187.17	\$249.55	\$311.90
4 yds	\$26.23	\$1.57	\$80.43	\$160.80	\$241.22	\$321.60	\$402.04
6 yds	\$36.88	\$2.21	\$114.29	\$229.18	\$342.76	\$456.94	\$571.15
8 yds	\$45.14	\$2.71	\$148.38	\$296.57	\$444.42	\$592.63	\$739.79

- | | | | |
|-----|---|-----------|---------|
| 5.2 | Locking Mechanism Mechanical Container | Per month | \$3.44 |
| 5.3 | Extra Service for Mechanical Containers
With twenty-four (24) hour notice: | Each dump | \$32.40 |
| 5.4 | Temporary (less than two [2] months) Placement
or Removal of a Mechanical Container: | Each move | \$44.62 |
| 5.5 | 200 gal Solid Waste Container | Per month | \$14.51 |

SECTION 6.0 RATES FOR SPECIAL SERVICES

- | | | |
|-----|--|---------|
| 6.1 | Special hauls with pickup truck: | |
| | On day of service – zero to fifteen (0-15) minutes | \$35.20 |
| | From Landfill to City – sixty (60) minutes | \$70.44 |
| | Each fifteen (15) min. after first sixty (60) min. | \$17.59 |
| 6.2 | Special hauls with packer truck: | |
| | On day of service – zero to fifteen (0-15) minutes | \$62.25 |

From Landfill to City – zero to sixty (0-60) minutes	\$124.50
Each fifteen (15) min. after first sixty (60) min.	\$31.19

6.3 Special Services with roll-off truck:

Large Container Service:

<u>Cont. Size</u>	<u>Per Day Rental</u>	<u>Sales Tax</u>	<u>Delivery/Exchange/Pickup</u>
<u>8 yd</u>	<u>\$5.42</u>	<u>\$0.32</u>	<u>\$121.68</u>
<u>11 yd</u>	<u>\$6.51</u>	<u>\$0.39</u>	<u>\$121.68</u>
<u>15 yd</u>	<u>\$7.60</u>	<u>\$0.46</u>	<u>\$121.68</u>
<u>22 yd</u>	<u>\$8.67</u>	<u>\$0.52</u>	<u>\$121.68</u>
<u>30 yd</u>	<u>\$10.85</u>	<u>\$0.65</u>	<u>\$121.68</u>
<u>45 yd</u>	<u>\$15.19</u>	<u>\$0.91</u>	<u>\$121.68</u>

Latah Sanitation, Inc. (dba Inland Northwaste)

Long term rental agreements available through approval by Latah Sanitation, Inc. representative. No Rental Fees for Holidays.

Damage Deposit (based on container size and intended use)	\$100.00 to \$500.00
<i>Applied toward tonnage and hauling charges if no damage occurs</i>	

Sorting Fee (unacceptable items)	\$103.04
<i>Hazardous waste, tires or large appliances</i>	

Removal Delay Fee	\$122.71
<i>Applied to each occasion that roll-off container is kept beyond original scheduled removal date, without prior approval from Latah Sanitation, Inc. representative.</i>	

Additional Large Container Service for City Facilities:

Note: Includes City special services such as yard waste program at Moscow Recycling Center.

Compactor Service:

Service	Per haul	\$194.15
Loose Yardage	Per yard	\$8.70
Compacted Yardage (small compactor)	Per yard	\$46.49

6.4 Dead Animals: Special Haul rates shall be charged for collection and disposal of dead animals.

6.5 Service: Arrangements for Special Hauls shall be made with Franchisee.

- 6.6 Special Waste: The rates for hazardous waste and infectious and potentially harmful waste will include time, equipment, materials, franchise billing fee and disposal fees.

SECTION 7.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF SOLID WASTE PROCESSING FACILITY

7.1	Solid Waste Processing Facility Operational Franchise Reimbursement	Per year	\$573,892.19
		Per month	\$47,831.85

7.2 Annual Tonnage Reimbursement

- A. If annual tonnage exceeds the base annual tonnage of thirty-two thousand two hundred (32,200) tons in a contract year, Franchisee shall receive additional compensation.
- | | |
|--|---------|
| Per additional ton
(Adjusted per ton) | \$17.83 |
|--|---------|

- B. If the annual tonnage is less than the base annual tonnage, then no additional compensation to Franchisee.

- C. If the annual tonnage is less than seventy five percent (75%) of the base annual tonnage, then refer to Section 2.B.2. of Exhibit C.

7.3 Rate Reimbursement for Miscellaneous Costs. See 2.0.C. of Exhibit C as therein provided in sub-paragraphs 1 through 11.

Miscellaneous Rate	Per year	\$260,954.72
	Per month	\$21,746.23

7.4	Direct Reimbursement Cost	
	Tire disposal	Actual
	Household Hazardous Waste disposal	Actual

SECTION 8.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF MOSCOW RECYCLING CENTER

8.1	Compensation	Per ton	\$ 47.75
-----	--------------	---------	----------

- 8.2 Public Information, Special Events and Promotion
Time and Materials
- 8.3 Revenue Sharing From Sales of Recycling Commodities
Compensation or Payment Formula as stated in Exhibit E, 2.0, K.
Calculated at the end of each fiscal year

**SECTION 9.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF
BIOSOLIDS COMPOSTING FACILITY**

- 9.1 Biosolids Composting Facility Operational Franchise
Reimbursement
(Annual processing of up to seven thousand [7,000]
wet tons of City of Moscow produced biosolids)

Per year	\$248,372.61
Per month	\$ 20,697.72
- 9.2 Franchisee Reimbursement for processing materials
from outside sources between four thousand five hundred
(4,500) and seven thousand (7,000) wet tons not produced
from City of Moscow WWTP

Per ton	\$117.67
---------	----------

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Camp Moscowanna Alcohol Use Request in Entertainment District - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager, Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting Camp Moscowanna on Saturday, June 15th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This summer camp-themed event is designed to evoke the nostalgia of family-friendly gatherings and will feature: up to eight retail and/or street game vendors, up to eight food vendors, and up to ten beer/wine vendors. The event has been reviewed and approved by staff as of March 18, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Camp Moscowanna is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12, a draft resolution has been prepared for the Council's consideration. This was reviewed by the Public Works/Finance Committee on May 13, 2024 and recommended for approval.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Camp Moscowanna for the duration of the event.

STAFF RECOMMENDATION

Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Camp Moscowanna for the duration of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 - Camp Moscowanna_final

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code Title 10, Chapter 1, Section 1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”) with Council approval; and

WHEREAS, Moscow Chamber of Commerce + Visitor Center (hereinafter “the Event Sponsor”) desires to have its sponsored event, Camp Moscowanna (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event (see Attachment “B”) is an event sponsored by the Event Sponsor, intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE DURING CAMP MOSCOWANNA 2024:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 15th day of June, 2024, from 4:00 p.m. to 8:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendors have current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. City shall be named as an additional insured on the insurance policy of the Event Sponsor. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be no more than ten (10) licensed vendors selling beer and/or wine at the Permitted Event.
2. All beer and wine shall be sold only by a licensed vendor.

3. Every licensed vendor, shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the Community Events Division no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. The City shall play no role in determining which vendors shall be selected to sell alcoholic beverages during the Permitted Event, unless it is a City sponsored event.
6. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed at a central identification checking station where they shall issue one (1) wristband per individual twenty-one (21) years of age or older.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendors will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the location, dimension of, and relative distance between the following within The Entertainment District: (a) the beer and wine sales area; and (b) the boundaries where the beer and wine shall be consumed. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Community Development or designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The Event Sponsor shall include an identification checking station and its general location on Event Site Map.
4. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase, possess, and consume beer and/or wine.
5. All beer and wine shall be dispensed in and consumed from the designated Event container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.

6. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
7. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
8. A sign shall be prominently posted at or near the area designated for beer and wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
9. Beer and wine shall be sold only within the designated area in The Entertainment District only between the hours of 4:00 p.m. and 8:00 p.m. local time on the 15th day of June, 2024, during the Permitted Event.
10. Beer and wine shall be consumed only within The Entertainment District between the hours of 4:00 p.m. and 8:00 p.m. local time on the 15th day of June, 2024, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendors at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the event, any remaining required fees established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public rights-of-way for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

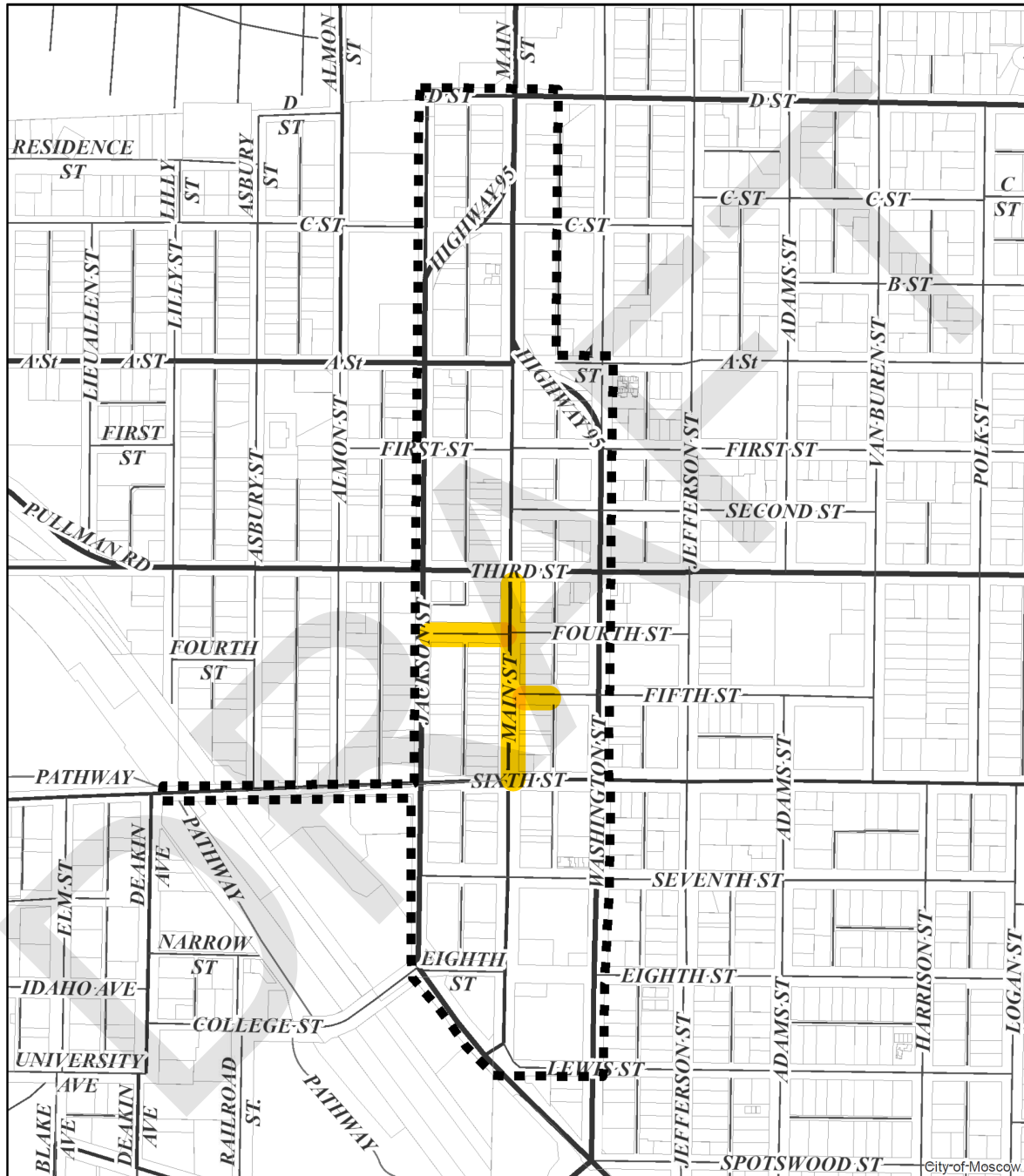
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Exhibit 'A' - Entertainment District Boundary



Legend

--- Entertainment District Boundary



Attachment “B”

City of Moscow Community Events Division EVENT APPLICATION



*Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches,
neighborhood block parties to street fairs.*

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 221 East 2nd Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to make a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10, Chapter 17, Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Camp Moscowanna
2. Event Date(s): June 15, 2024
3. Event Location: Main St, 3rd - 6th, 5th to Storm Cellar Alley Way
4. Are you requesting a street closure for Event? Yes ☒ No ☐

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)

Main St, from 3rd- 6th, 5th St to the Storm Cellar Alley, and Far north Jackson St Parking Row.

5. Do you require parking restrictions for the Event? Yes ☒ No ☐

If yes, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).

No parking on Main St the day of the event

6. Street Closure set-up/Load-in time: 1 PM Event(s) Start time: 4 PM

7. Event(s) End time: 8 PM Street Closure take-down/Load-out time: 8:30 PM/9 PM

8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒
9. Is this an annual Event? Yes ☐ No ☒
10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED January 1, 2024

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



If **yes**, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

~~Additional Gargage bins at the event to reliee pressure on the city bins. Volunteers will work to keep bins and waste cleaned up before, during, and after the event.~~

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?

Yes ☒ (continue to Q.12)

No ☐ (skip to Q.14)

**All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.**

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.

Yes ☒ (continue to Q.13)

No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?

Yes ☒ (see item A.)

No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way **NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are **NOT** pursuing a temporary suspension by City Council Resolution of the Open Container law:**

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed **Noise Exemption Permit Request** with this Event application.

We will have a live band and DJ at Friendship Square.

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:

Estimated over 2000 people in attendance

Up to 8 Food Vendors

Up to 10 Alcohol Vendors

Up to 8 Retail or street game vendors

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



City Trash Cans

Friendship Square bathrooms

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☒ No ☐

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

20. Organization Sponsoring Event: Moscow Chamber of Commerce + Visitor Center
21. Organization Address: 411 S Main St, Moscow, ID 83843
22. Organization Officers/Authorized Representatives: Alys Lease, Sam Martinet
23. Individual Responsible for Event Organization: Alys Lease
24. Individual's Address: 411 S Main St
25. Individual's Day, Message, or Cell Phone Number: 208-301-3881
26. Individual's E-mail: marketing@moscowchamber.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police Officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges it will abide by any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all Federal, State, or City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with said Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he/they and/or any participant is not in compliance with said Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that (1) I have read the foregoing Hold Harmless Agreement, understand it and agree with its contents and conditions; (2) I either have had an opportunity to speak with legal counsel or opted not to seek legal counsel prior to either signing this Agreement or electronically signing this Agreement by selecting the box below; and (3) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. I, SPONSOR, certify under penalty of perjury pursuant the law of the State of Idaho that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: Alys Lease

DATE: 03.04.2024

EVENT SPONSOR ELECTRONIC SIGNATURE:



By checking this box as an electronic signature, I agree, declare, and certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that I have authority to bind the group or organization, if applicable, to this Agreement. I am signing this document utilizing an alternative manner of providing an electric signature through agreeing to and checking the above box and understand this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

(Required only if printing and submitting in person)

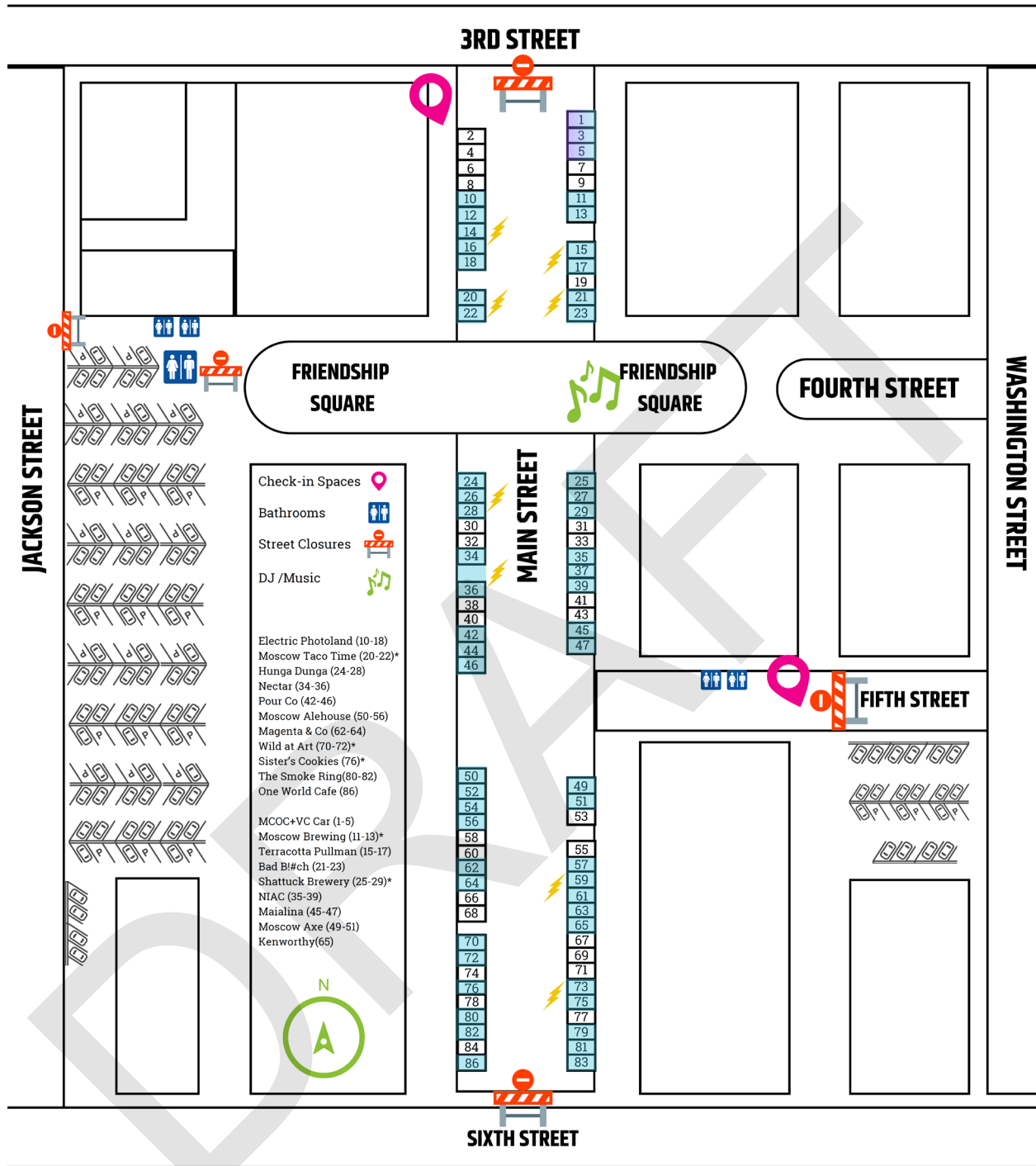
*The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.*

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>3/06/2024</u>	Fees Due: <u>\$294 (street closure, alcohol and permit)</u>	Fees Paid: _____

EVENT APPLICATION – LAST UPDATED January 1, 2024

Page 5 of 8







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Troy Insurance Agency Inc 1822 18th Ave P.O. Box 796 Lewiston ID 83501		CONTACT NAME: Amanda Nelson PHONE (A/C, No, Ext): (208) 743-3541 FAX (A/C, No): (208) 743-3542 E-MAIL ADDRESS: amtroy@troyins.com	
INSURED Moscow Chamber of Commerce 411 South Main St Moscow ID 83843		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2024-2025 LIABILITY REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		NBP1563070	01/30/2024	01/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Liquor Liability \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			NBP1563070	01/30/2024	01/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ Included in CGL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0 OCCUR CLAIMS-MADE			CUP1567801	01/30/2024	01/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF MOSCOW IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY REFERENCED ABOVE WHERE REQUIRED BY WRITTEN CONTRACT FOR THE FOLLOWING EVENTS:

MOSCOW WINTERFEST, FEBRUARY 2024
CAMP MOSCOWANNA, JUNE 2024
MOSCOWBERFEST, AUGUST 2024
ALL EVENTS TAKING PLACE IN THE CITY OF MOSCOW, IDAHO 83843.

CERTIFICATE HOLDER CITY OF MOSCOW 206 E 3RD ST MOSCOW ID 83843	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

(Please allow at least three business days in which to process this request)

Requested Event Date(s): 06/15/2024 Begin time: 4:00 PM End time: 8:00 PM

Event Location: Main St from 3rd to 6th, 5th St to Alley

Amplified Music (DJ, party, etc.) ☐ No ☐ Yes

Alcoholic Beverages Available ☐ No ☐ Yes - Purchaser: Multiple Vendors
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☐ Yes - Group: _____

Describe the event: A summer camp themed block party - Camp Moscowanna

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: Moscow Chamber of Commerce + Visitor Center

Person responsible for Group or Organization: Alys Lease/Sam Martinet

Requesting Person's Address: 411 S Main St

Phone Number: 208-301-3881

Email Address: marketing@moscowchamber.com

Daytime phone number is required

Permits will be returned by email unless otherwise requested

Responsible person available AT AND DURING this event: Alys Lease

Cell- or contact-phone during event: 208-301-3881

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Requesting Person's Signature: Alys Lease Date: 03.04.2024

☒ APPROVED

☐ DENIED

Date permit valid: 06/15/2024

Hours permit valid: 4:00PM - 8:00PM

Noise level (dba) shall not exceed 85dba

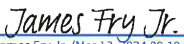
at ☒ source at ☐ property line

Other Conditions: _____

Kelly Duff

Police Chief or Designee (208) 883-7054

Community Events Division Event Application Review					
Camp Moscowanna		06/15/2024		4 pm-8 pm	
Event Name			Date(s)/Time(s)		

<u>DEPARTMENT/DIVISION DESIGNEE</u>			<u>EVENT(S) APPROVED/DENIED</u>		
 James Fry Jr. (Mar 13, 2024 09:19 PDT)			☒		
Moscow Police Department			☐ Approve ☐ Deny		
Officer presence required?			Officers available?		
☒ Yes ☐ No ☐ N/A			☐ Yes ☐ No ☐ N/A		
 Don Ellwood			☒		
Moscow Volunteer Fire Department			☐ Approve ☐ Deny		
 David R. Schott (Mar 7, 2024 14:45 PST)			☒		
Parks and Recreation Department			☐ Approve ☐ Deny		
 Kyle Rainer (Mar 18, 2024 08:25 PDT)			☒		
Community Development-Engineering Division			☐ Approve ☐ Deny		
 Steve Schulte (Mar 8, 2024 08:40 PST)			☒		
Public Works-Environmental Services Division			☐ Approve ☐ Deny		
 Steve Schulte (Mar 8, 2024 08:40 PST)			☒		
Public Works-Streets Department			☐ Approve ☐ Deny		
Street closure required?			ITD permit required?		
☒ Yes ☐ No ☐ N/A			☒ Yes* ☐ No ☐ N/A		

*Application will remain pending until ITD grants applicant a permit

Time of street closure?		Fees?	
1 pm - 9 pm		\$154.00	
Start	End	Daytime	Nighttime
		☒	

 Laura Perrigo (Mar 16, 2024 09:50 PDT)	
City Clerk/Deputy City Clerk	

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.

City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$100 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Camp Moscowanna Event Date(s): 06.15.2024

Event Location: Moscow Main St, 3rd - 6th, 5th to the alley
far north row of the Jackson Parking lot

Event Start time: 4:00 PM Event End time: 8:00 PM

Individual responsible per Event Application/Parks Reservation: Alys Lease

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$100 fee is non-refundable regardless of the decision issued by City Council.

Alys Lease 03.04.2024
Signature of Individual responsible for Date

Event Date Received: 3/06/2024 Date non-refundable fee paid: _____



CITY OF MOSCOW
206 E. THIRD
MOSCOW, ID 83843
208-883-7000

PERMIT NUMBER: CE2024-12
EVENT DATE: Saturday, June 15, 2024
EVENT TIME: 4:00 pm-8:00 pm

THIS IS TO CERTIFY THAT
Camp Moscowanna
Moscow Chamber + Visitor Center
2019 E. White Ave.
Moscow, ID 83843

IS HEREBY GRANTED A CITY OF MOSCOW COMMUNITY EVENT PERMIT FOR THE LOCATION NAMED BELOW WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSCOW, IN CONFORMITY WITH THE PROVISIONS OF CHAPTER 17, TITLE 10 OF THE MOSCOW CITY CODE.

PERMIT TYPE: Community Event w/ Alcohol
PERMIT LOCATION: Main St. from 3rd to 6th St., and part of 5th St. to the Alley

I, _____, CERTIFY UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF IDAHO, THAT THE FOREGOING IS TRUE AND CORRECT. I AGREE TO ALL THE TERMS AND CONDITIONS OF MOSCOW CITY CODE TITLE 10, CHAPTER 17 PARADE; PUBLIC ASSEMBLY AND RESOLUTION 2015-05 POLICY AND PROCEDURES FOR RIGHT-OF-WAY PERMITS. DAMAGE TO ANY PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ISSUED THIS _____ DAY OF _____, 2024

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

West Palouse River Drive Property Study Memorandum of Understanding (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2002, the City purchased a 44-acre property located on West Palouse River Drive for the development of athletic playfields. The City worked on development plans for the property but decided not to pursue the project in 2011 due to the approximately \$8 million development cost of the site. In 2013, the City and Moscow School District agreed to jointly fund and develop athletic playfields on the District's 22-acre property located at the intersection of Joseph Street and Mountain View Road, now known as the Moscow School District Community Playfields. That project included the joint construction of one baseball field, three softball/youth baseball fields, and two soccer/lacrosse fields on the property. Through the development of the Community Playfields project, the District retained the right to construct an elementary school on the southern soccer field if needed by the District in the future.

The Moscow School District anticipates the need to construct a new elementary school in the future and is currently considering where it may be located. The District would like better distribution of elementary school locations in the community to serve surrounding neighborhoods. Currently, both Lena and McDonald Elementary Schools are located in East Moscow and near the Community Playfields site, which makes the playfield site less desirable for a future elementary school. The City and District have discussed the potential of locating a future elementary school on the City's West Palouse River Drive Property in conjunction with the potential development of a City park and additional athletic fields.

Staff has prepared a Memorandum of Understanding for the City and District to jointly fund a planning study to assess the feasibility of developing the property for a future elementary school, park, and athletic playfields. It is anticipated the study will assess pedestrian access, vehicular access and circulation, site grading, building, parking, park, and athletic facility development to determine the suitability of the site for the proposed uses and help inform future decisions regarding the property. The study would be exploratory and would not bind the City or District to any further obligations or actions. It is anticipated that the study would cost under \$50,000, which would be shared equally by the City and the District. This matter is before the Council for consideration and direction.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Memorandum of Understanding with the Moscow School District; or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve the proposed Memorandum of Understanding with the Moscow School District

OTHER RESOURCES**FISCAL IMPACT**

Up to \$25,000 from the Park Capital Improvement accumulation.

PERSONNEL IMPACT**ATTACHMENTS**

1. Memorandum of Understanding with MSD for City Property_Final with attachment

MEMORANDUM OF UNDERSTANDING FOR
JOINT CONCEPTUAL SITE PLANNING OF CITY PROPERTY
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW SCHOOL DISTRICT NO. 281

THIS MEMORANDUM OF UNDERSTANDING FOR JOINT CONCEPTUAL SITE PLANNING OF CITY PROPERTY (hereinafter "MOU"), is made and entered into this _____ day of _____, 2024, by and between the City of Moscow, Idaho, 206 East Third Street, Moscow, Idaho, 83843, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Moscow School District No. 281, 650 North Cleveland, Moscow, Idaho, 83843 (hereinafter "MSD");

INTRODUCTION

WHEREAS, CITY owns a 42-acre property (hereinafter "City Property") located on West Palouse River Drive within the City of Moscow, Idaho that was acquired for the purpose of developing athletic play fields, generally depicted on the attached map, Attachment "A"; and

WHEREAS, after acquisition of the City Property, CITY and MSD jointly developed athletic playfields upon MSD's property located at the intersection of Joseph Street and Mountain View Road referred to as the Moscow School District Community Playfields; and

WHEREAS, MSD currently desires to construct a new elementary school within the City of Moscow and believes the City Property may be a suitable location for said new elementary school; and

WHEREAS, CITY believes the demand for athletic playfields has been partially met by the construction of the Moscow School District Community Playfields and that the City Property may be able to accommodate an elementary school and additional athletic playfield development; and

WHEREAS, CITY and MSD have jointly developed and maintained many properties within the City of Moscow which provide efficiency and economy in the delivery of educational and recreational opportunities to the residents of the City of Moscow; and

WHEREAS, CITY and MSD wish to engage a qualified design professional to prepare a conceptual site plan for the City Property to assess the potential mutual benefit of jointly developing the City Property for a new elementary school and athletic playfields; and

WHEREAS, MSD and CITY desire to equally share in the conceptual site plan development cost as detailed herein; and

WHEREAS, CITY and MSD mutually understand the work contemplated under this MOU is exploratory in nature and shall not bind either Party to any further obligation or grant MSD the right to the use and/or development of the City Property;

NOW, THEREFORE, CITY and MSD agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and, in consideration of the mutual covenants and stipulations set out, do hereby agree as follows:

SECTION 1: TERMS AND CONDITIONS

- A. **Scope of Work:** The design services shall include the development of a conceptual site plan of the portion of the City Property that is located south of the South Fork of the Palouse River and shall include the development of a typical elementary school schematic floor plan to be utilized in the conceptual site design that will incorporate the elementary school structure, playground, parking lot, school bus and vehicle circulation routes, and athletic playfields and supporting service structures. The site plan design shall include conceptual grading, civil, landscape and site furnishing plans of adequate detail to provide a clear understanding of the potential joint development and use of the City Property and prepare a probable cost of construction.
- B. **Selection of Design Professional:** CITY and MSD shall mutually agree upon the selection of the design professional to furnish the services contemplated under this MOU. The selected design professional shall have demonstrated experience and expertise in both school facility and athletic playfield design and construction.
- C. **Costs and Payment:** MSD and CITY agree that the cost of the professional design services shall not exceed a total of Fifty Thousand Dollars (\$50,000) which shall be shared equally between MSD and CITY. CITY shall enter into a contract with the selected design professional and shall jointly administer and oversee the work of the design professional with MSD. Payment for services shall be paid by CITY to the design professional no more than once a month upon receipt of an itemized statement of services performed. CITY shall submit a reimbursement request to MSD for payment of MSD's portion, along with the invoice received. MSD shall remit payment to CITY within thirty (30) days of receiving the request for reimbursement.
- D. **Term:** This MOU shall be in force and effect until the conclusion and completion of the final conceptual site plan agreed upon by both Parties, which shall be completed no later than [insert date].
- E. **Non-Binding:** It is understood by the Parties that the work contemplated under this MOU is exploratory in nature for the purpose of determining if there is mutual benefit to the joint development of the City Property and this MOU shall not bind either party to any obligation beyond what is contained herein and shall not grant MSD any rights to use, possess, or development of the City Property.
- F. **Severability.** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

SECTION 2: MODIFICATION AND ASSIGNABILITY

This MOU contains 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 MOU may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. MSD and CITY shall not assign any right, duties or obligations under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

SECTION 3: TERMINATION OF MOU

CITY or MSD may terminate this MOU with sixty (60) days notice to the other Party. Both Parties shall be equally responsible for any financial obligations to the design professional incurred up to and beyond the notice of termination as may be required under the professional services agreement with the design professional.

SECTION 4: ADHERENCE TO LAW REQUIRED

All applicable Federal, State, and Local statutes and regulations are hereby made a part of this MOU and shall be adhered to at all times. Violation of any of these statutes or regulations by CITY and/or MSD shall be deemed material and shall subject CITY and/or MSD to termination of this MOU.

SECTION 5: NO JOINT VENTURE

Nothing contained in this MOU shall be in any way construed as creating a separate legal entity, or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.

SECTION 6: JURISDICTION AND VENUE

This MOU 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.

SECTION 7: INDEMNIFICATION

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions, and those of its officers and employees acting within the course and scope of their employment.

SECTION 8: LEGAL FEES

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

SECTION 9: MSD AND CITY REPRESENTATIVES AND NOTICE

The person designated as the MSD representative is Shawn Tiegs, Superintendent and the person designated as the CITY representative is Bill Belknap, City Supervisor. The designated representatives shall be authorized to administer this MOU and the subsequent contract to be entered into with the design professional. All communication or notification to be given pursuant to this MOU shall be given to the following:

MSD:

Shawn Tiegs, Superintendent
Moscow School District
650 North Cleveland Street
Moscow, Idaho 83843

CITY:

Bill Belknap, City Supervisor
City of Moscow
206 East Third Street
Moscow, Idaho 83843

SECTION 10: INTERPRETATION

As a further condition of this MOU, MSD and CITY acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.

SECTION 11: APPROPRIATIONS AND APPROVAL

This Agreement is contingent upon the Parties receiving the necessary funding to cover the obligations provided herein. In the event that such funding is not received or appropriated, then, and in that event, the Parties 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.

SECTION 12: AUTHORITY TO EXECUTE

CITY and MSD each represent and warrant to the other that this MOU 1) has been validly executed and delivered; 2) has been duly authorized; and 3) constitutes a valid binding agreement of such Party enforceable in accordance with its terms.

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

MSD:

CITY:

Shawn Tiegs, Superintendent

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

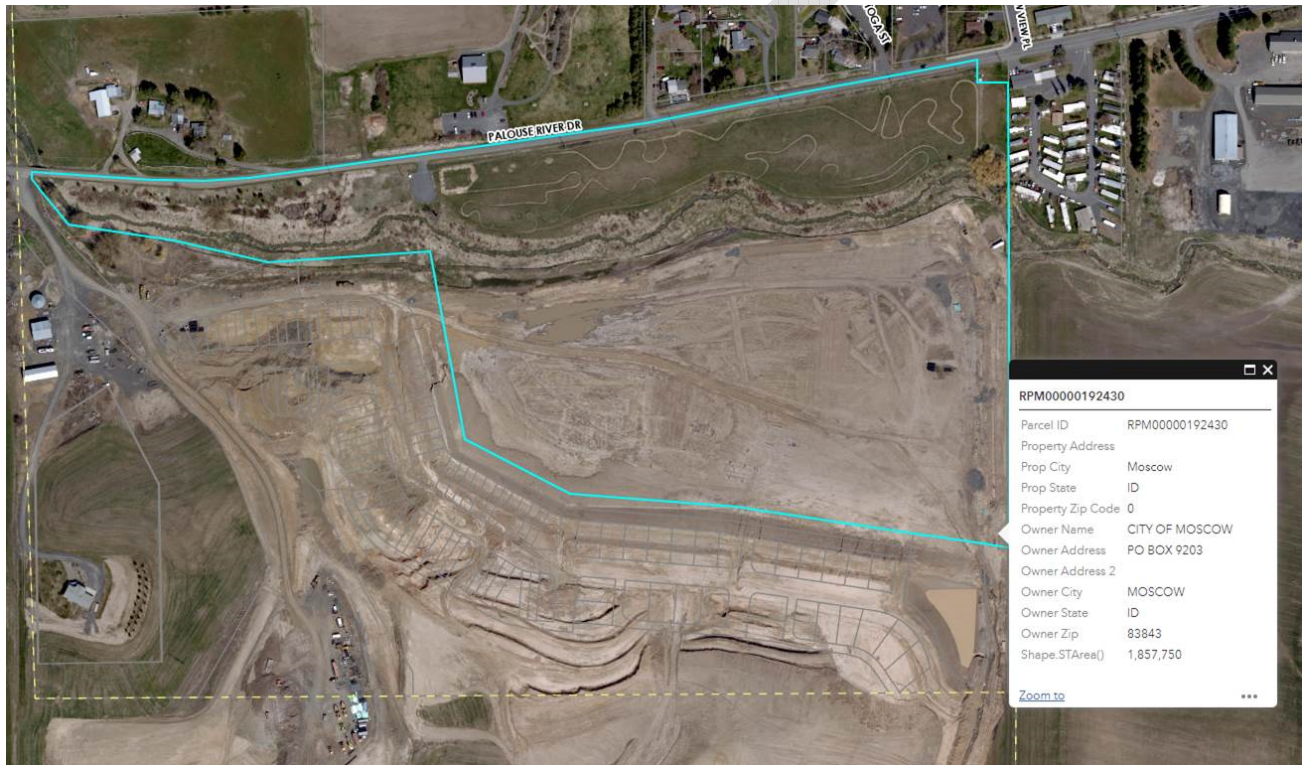
ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Shawn Tiegs, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

ATTACHMENT "A"



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 20, 2024



AGENDA ITEM TITLE

Discussion Regarding Proposed Latah County Housing Authority (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Latah County Commissioner Kathie LaFortune recently contacted the City Council with a request to address the Council regarding the potential creation of a Latah County Housing Authority to address county-wide affordable housing concerns. Housing Authorities are separate governmental entities created generally for the purpose of acquiring, constructing, and operating housing developments within their service area. Commissioner LaFortune will provide the Council with an overview of the proposal for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the report and take action as deemed appropriate.

STAFF RECOMMENDATION

Accept the report and take action as deemed appropriate.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None