

Moscow City Council



Regular Meeting ~Agenda~

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 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

Bike Month

Public Service Recognition Week

REGULAR AGENDA

- 1. Approval of Moscow City Council April 15, 2024 Minutes - Laurie M. Hopkins**
- 2. Staff Recognition**
- 3. Mayors Appointments (ACTION ITEM)**
- 4. Public Comment and Mayor's Response Period (limit 15 minutes)**
- 5. Oath of Office for Anthony Dahlinger as Police Chief - Laurie M. Hopkins**
- 6. Citizen Commission Report – Moscow Pathways Commission – David Schott / Tanya Denison**
- 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.

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.

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.

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 Port's 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.

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.

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.

BIKE MONTH PROCLAMATION

- WHEREAS,** National Bike Month began in May 1956; and
- WHEREAS,** bicycling has been an affordable, environmentally-sound mode of transportation, excellent form of exercise, and fun recreation since the first pedal-propelled bicycle appeared in the 1860s; and
- WHEREAS,** bicycling contributes to retail sales, tourism dollars, infrastructure, and policies that support community livability; and
- WHEREAS,** bicycle commuting benefits both employees and employers through better health and fitness, lower costs, and reduced parking space; and
- WHEREAS,** bicycling reduces heart disease, obesity, diabetes, and hypertension, and improves mental health and cardio-vascular fitness; and
- WHEREAS,** Bike to Work Week will take place May 13th through May 19th; and
- WHEREAS,** Bike to Work Day will take place Friday, May 17th. To celebrate Bike to Work Day, the Moscow Pathways Commission will be on the corner of Sixth and Main Street on Friday, May 17th from 7:00 to 9:00 a.m. The public is welcome to stop by and enjoy coffee donated by One World Café; and
- WHEREAS,** the Moscow Pathways Commission will host their Annual Bike Tour on Tuesday, June 11th from 5:00 to 6:30 p.m. The Annual Bike Tour will begin and end at the Mountain View Park picnic shelter.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim May 2024 to be

Bike Month

in Moscow, and urge everyone who can to cycle to work, school, shopping, and errands, or simply for pleasure.



DATED this 6th day of May, 2024

Arthur D. Bettge, Mayor

PUBLIC SERVICE RECOGNITION WEEK

In honor of the millions of public employees at the federal, state, county, and city levels:

WHEREAS, Americans are served every single day by public servants at the city, county, state, and federal levels to do the work that keeps our nation working; and

WHEREAS, Moscow's public servants include a wide range of professionals who work each and every day to deliver quality municipal services and enhance Moscow's sense of community; and

WHEREAS, day in and day out, Moscow's public servants provide the diverse services required by our community with efficiency and integrity; and

WHEREAS, public servants at every level of public service provide continuity and support to our representative democracy providing for stability and the orderly transition of elected officials and representatives.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim May 5th through May 11th, 2024 as

Public Service Recognition Week

in the city of Moscow, and I encourage all citizens to recognize the accomplishments and contributions of government employees at all levels – city, county, state, and federal.



DATED this 6th day of May, 2024.

Arthur D. Bettge, Mayor

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
April 15, 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

ABSENT: Julia Parker, Gina Taruscio

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Tyler Palmer, David Schott, Kelli Cooper, Aimee Hennrich, James Fry, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Lewis led the Pledge of Allegiance.

PROCLAMATION

Arbor Day

Mayor Bettge read the Arbor Day proclamation and presented it to David Schott. He invited everyone to the Arbor Day celebration on April 26.

Earth Day

Mayor Bettge read the Earth Day proclamation and presented it to Tina Hilding.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

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

B. Disbursement Report March 2024 - Sarah Decker

Staff presented the March 2024 Accounts Payable Report to the Public Works / Finance Committee on April 8th, 2024. The Committee received the report and approved the disbursements as presented.

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

C. Second Quarter Financial Report January 1, 2024 to March 31, 2024 for FY2024 - Sarah Decker

Staff presented the Second Quarter Financial report of Fiscal Year 2024 (January 1, 2024 to March 31, 2024) to the Public Works / Finance Committee on April 8th, 2024. The Committee received the financial report and approved it as presented

ACTION: Accept the FY2024 Second Quarter Financial Report.

D. Latah County Polling Location Agreement - Bill Belknap

In 2019, the City of Moscow entered into an agreement with Latah County to allow the County to utilize the Hamilton Indoor Recreation Center as a polling location during elections that are

administered by the County Clerk's office at no cost to the County. It has come to both parties' attention that the prior 2019 agreement expired in 2020, even though the County has continued to utilize the facility as a polling place since 2019. Staff has prepared an updated agreement with similar terms and conditions that would cover all elections for the next five years and which includes a slightly shortened time window allowed for use of the facility as a polling location for the Council's consideration. This was reviewed by the Public Works/Finance Committee on April 8, 2024, and recommended for approval.

ACTION: Approve the Polling Location Agreement.

E. Resolution for the Destruction of City Records - Laurie M. Hopkins

In 2021, the City Council adopted Resolution 2021-27 classifying City records as temporary, semi-permanent, and permanent, each with a retention period. Idaho Code 50-907 allows for the destruction of temporary and semi-permanent records according to the retention schedule and the adoption of a resolution listing the various types of records. City departments have reviewed their current records in order to recommend documents for destruction. The proposed Resolution is based upon the review by participating departments and the list has been reviewed by the City Attorney. This was reviewed by the Public Works/Finance Committee on April 8, 2024 and recommended for approval.

ACTION: Approve the resolution for destruction of City records.

F. Moscow Renaissance Fair Alcohol Use Request in East City Park - Amanda Argona

Moscow Renaissance Fair LLC is hosting the annual Moscow Renaissance Fair on Saturday, May 4 and Sunday, May 5 in East City Park. The annual event is a community celebration of spring. Live music, artisans, kid-friendly activities, food vendors, and a beer garden are traditional aspects of this event. The applicant anticipates 1 (one) licensed vendor offering beer and wine in the beer garden, which is estimated to be 30'x20' in size. Following standard operating procedures for events with alcohol within a City Park, Moscow Renaissance Fair LLC is requesting the allowance of attendees to possess and consume alcoholic beverages within the beer garden from 12:00-8:00 pm on Saturday and 12:00-5:00 pm on Sunday. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration to permit this typically prohibited activity. This was reviewed by the Public Works/Finance Committee on April 8, 2024 and recommended for approval.

ACTION: Approve the resolution allowing for the possession and consumption of alcoholic beverages in the designated beer garden in East City Park for Moscow Renaissance Fair for the listed dates and times during the event.

G. Artwalk Season Finale Alcohol Use Request in Entertainment District - Amanda Argona

The City of Moscow Arts Department is hosting the Artwalk Season Finale on Thursday, June 20th, from 4:00 pm to 8:00 pm on Main Street between 3rd and 6th Streets. This annual event concludes the 2023-2024 Artwalk Season in an artistic and festive manner. As a City-hosted event, the Arts Department has facilitated the registration of Main Street vendors and demonstrators, as well as business and non-profit host locations. No more than 5 (five) licensed vendors will be authorized for beer/wine sales, and a variety of activities will take place including live music, Kidwalk, food sales, art demonstrations, and more. The event has been reviewed and approved as of February 6, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Artwalk 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 Council's consideration. This was reviewed by the Public Works/Finance Committee on April 8, 2024 and recommended for approval.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of the Artwalk Season Finale for the duration of the event.

H. Proposed Lot Division located at 2216 S Main Street – Aimee Hennrich

The applicant is requesting a lot division to create two lots of approximately .86 acres and 1.70 acres in size from one existing parcel of 2.57 acres in size. The intention of the lot division is to create two separate parcels for independent ownership. The subject property is located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. However, City standards do require every lot to abut a public street right-of-way for a minimum distance of 40'. Both of the proposed lots meet this requirement. 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 was reviewed and recommended for approval by the Public Works and Finance Department on April 8, 2024.

ACTION: Approval of the lot division request with no conditions

I. Carol Brink Pathway Replacement Project - Bid Results & Contract Award - Bob Buvel

This project's scope includes removing and replacing 670' of 10' wide existing pathway as well as 298' of an HMA overlay at a depth of 1.5" on Carol Brink Pathway located on the north end of the Moscow School District Community Playfields. Restoration of the existing pathway includes crushed rock base, subgrade separation geotextile, HMA paving, and restoring existing landscaping. The City advertised the project for bids on March 9, 2024 & March 16, 2024, and the Engineer's Estimate for the construction was \$94,375.00. Bids were opened on March 26, 2024, at which two (2) bids were received. The bids ranged from \$105,678.00 to \$148,818.25. Of those bids, the lowest responsive bid received was submitted by Motley-Motley with a bid of \$105,678.00. A bid tabulation is included in the packet. This item was reviewed by the Public Works/Finance Committee on April 8th, 2024 and recommended for approval.

ACTION: Accept the Bid from Motley-Motley, award the contract in the amount of \$105,678.00, and authorize staff approval of construction change orders in the amount not to exceed 10% of the contract amount.

J. Paramedic Agreement with the Volunteer Fire Department of Moscow Idaho - Bill Belknap

The City has reached an agreement with the Volunteer Fire Department of Moscow, Idaho, to jointly fund three paramedic/firefighter positions to ensure 24/7 paramedic coverage required by the Departments Advanced Life Support (ALS) EMS license. Under the agreement, the Volunteers would fund the positions for the first three years, after which the City would fund 5% of the positions, which would be increased by 5% per year until reaching an 80%/20% cost distribution between the Volunteers and the City. In addition, beginning in 2026, the City would contribute 25% of the cost of future ambulance replacements. The Volunteer Board unanimously approved the proposal and their Board meeting on February 22, 2024. Staff has prepared an agreement for the shared positions for the Council's consideration. This was reviewed by the Public Works/Finance Committee on April 8, 2024, and recommended for approval.

ACTION: Approve the Paramedic Agreement with the Volunteer Fire Department of Moscow, Idaho.

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

REGULAR AGENDA

2. Staff Recognition

Belknap reminded the Council Chief Fry announced his retirement at the ____ Council meeting and had a haste exit. Belknap gave a background of Fry's service in law enforcement. The Mayor and Council

members expressed their appreciation for Chief Fry for his 30 years of service.

3. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Jonathan Hukill to the Human Rights Commission. Kelly moved and Davis 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)

Jon Kimberling (Moscow) president of Officer Newbill Safety Fair. Invited all to attend the 18th annual Fair the first Saturday in June, 10 a.m. to 2 p.m. at the Eastside Marketplace. If not for COVID it would be the 20th annual Fair. They have over 600 bike helmets to give out. Other highlights include the Lifeflight helicopter, tuning of bikes, car seat safety checks among others.

Heidi Holly (Viola), MBA VP Cal Ripken, provided comments on her disappointment of how the Cal Ripken tournament was almost cancelled and the handling of the situation. She feels the City almost made it impossible to take place. She wants the City to be more solution minded and allow the community to help. She requested a special meeting to discuss the scheduling and maintenance of the fields.

The Mayor said they are aware the situation and are looking into solutions to mitigate that in the future.

Amber Anderson (Moscow) was a previous VP on the MBA and was also on the bond committee for the playfields. She feels since the fields were built it has been difficult to get the city to do extra necessary work when faced with weather difficulty, citing lack of resources. Volunteers have offered to help and been denied. On Saturday, everyone was confused as it was forecast sunny. She feels a solution is way over due.

Eric Kiblen (Moscow), high school softball coach, shares the same frustrations, promised change but nothing changes. Volunteers are always willing to help. He feels to make the call Friday for gameplay Saturday is ridiculous. The fields need attention, they need tarps when it rains and they are becoming a liability. He feels no one wants to take ownership of the issues and there is a lack of leadership.

Christina Spooner (Moscow), said her kids are just getting started in baseball and it was frustrating to get a call for canceling a tournament. adjustments are unnecessary.

Mayor Bettge said they are looking into solutions.

5. Mayor's Earth Day Awards

Mayor Bettge presented the Earth Day Awards. See attached list.

6. Moscow Area Mountain Bike Association (MAMBA) Projects Update – David Schott / Sandra Townsend

Schott introduced Sandra Townsend. Townsend provided a map depicting the trails on Moscow Mountain. All the trails have been completed by volunteers. The newest trails are being created in the northeast area and will total 2-2.5 miles of trails. Biking is a multigenerational activity and they include an emphasis on the importance of kids being outdoors. There haven't been any issues with the multiple groups using the trails. Volunteers brush out 10 feet of the trail for safety and firebreak. If someone wants to volunteer to help with the trails, check their Facebook and Instagram accounts.

7. Climate Action Plan Update – Tyler Palmer

Palmer gave a background beginning with adoption of the plan in October 2021 with goals to achieve Net – Zero emissions for City operations by 2035 and Net – Zero emissions for the community by 2050.

City operations are updated in even number years and community-wide in odd years. Benchmark results for 2022 included water and wastewater below 50 percent for the first time. Street lights/traffic signals reduced quite a bit with the change out to LED lights between 2016-2018. Two more police vehicles are scheduled to transition to hybrids. The Ford Lighting pickups are helping fuel economy and seeing a return on investment in 5 years. Staff is looking into transitioning mowers but needs more vetting.

The Climate Action Working Group is looking at programs, funding mechanisms, and partnerships to develop over the next year to be used community wide.

REPORTS

City Council

Moscow Volunteer Fire Department – Kelly said their meeting was quick and on track.

Moscow Arts Commission – Kelly reported the Commission discussed the mural for the Water Department building which received over 30 submissions. The Artwalk finale is in June.

Moscow Pathways Commission – Davis said Bike to Work Day is May 17 and the annual bike tour is scheduled for June 11.

Council members spoke on other meetings and events they attended, including Town and Gown.

Mayor

Mayor Bettge said he spoke to the government high school classes; attended Town and Gown and the bi-monthly CI/CO/MSD/UI meeting. First flights in the new terminal will be on May 22.

ADJOURN

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

ATTEST:

Arthur D. Bettge, Mayor

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

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.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

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.

STAFF RECOMMENDATION

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.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the 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.
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 that a right-of-way vacation request be approved by City Council prior to final plat and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. Packet
4. Public Comments
5. P&Z Minutes and RCS
6. Ordinance 2024 - Pine View Annexation_final
7. Resolution 2024 - Pine View Comp Plan_final
8. Ordinance 2024 - Pine View Rezone_final

COMMUNITY PLANNING AND DESIGN DEPARTMENT STAFF REPORT

HEARING DATE: May 6, 2024

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for 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.

Attachments:

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

Prepared by: Mike Ray, AICP – Planning Manager

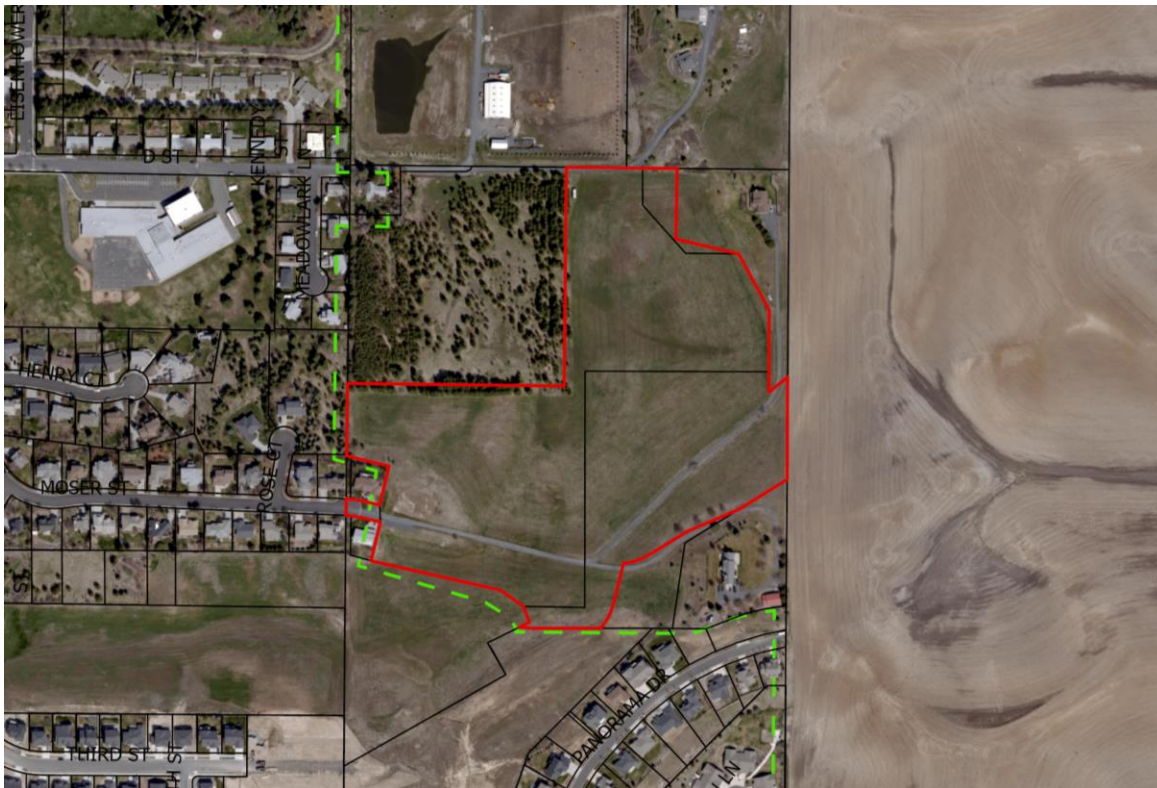
STAFF REVIEW

Proposal: 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.

Site and Area Land Use: The subject property is a 29.93-acre parcel that is an open field with the exception of two driveways providing access to two single family dwellings to the east of the subject property. The Moser Estates subdivisions are located to the west of the subject property and Moser Park is located to the southwest. The Rolling Hills 10th Subdivision is currently being platted to the south, which will extend Third Street to the subject property. Agricultural land is located to the east and rural residential properties are located to the north.



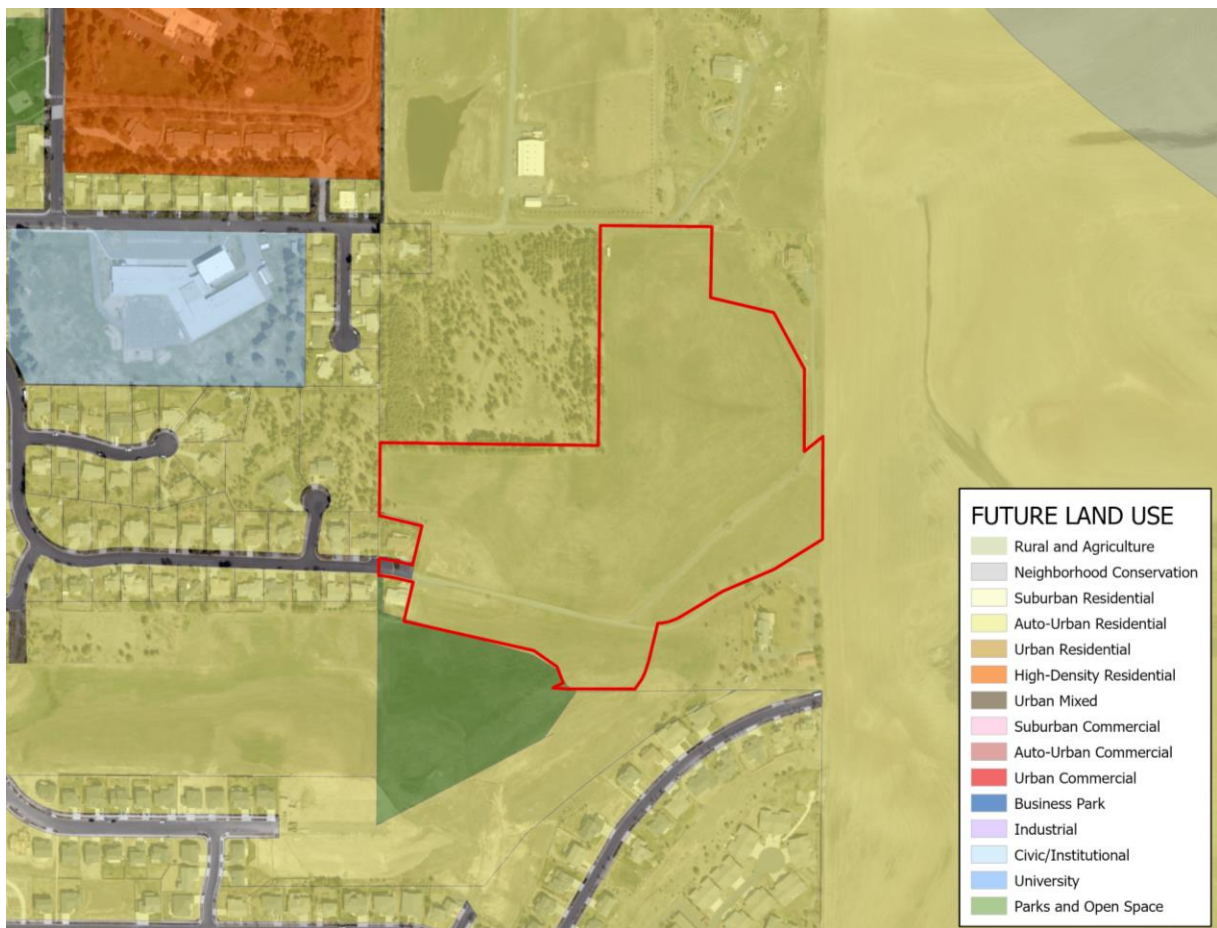
Vicinity Map



Aerial of Subject Property

Comprehensive Plan: Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential. According to the 2019 Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

“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.”



Current Comprehensive Plan Land Use Designations

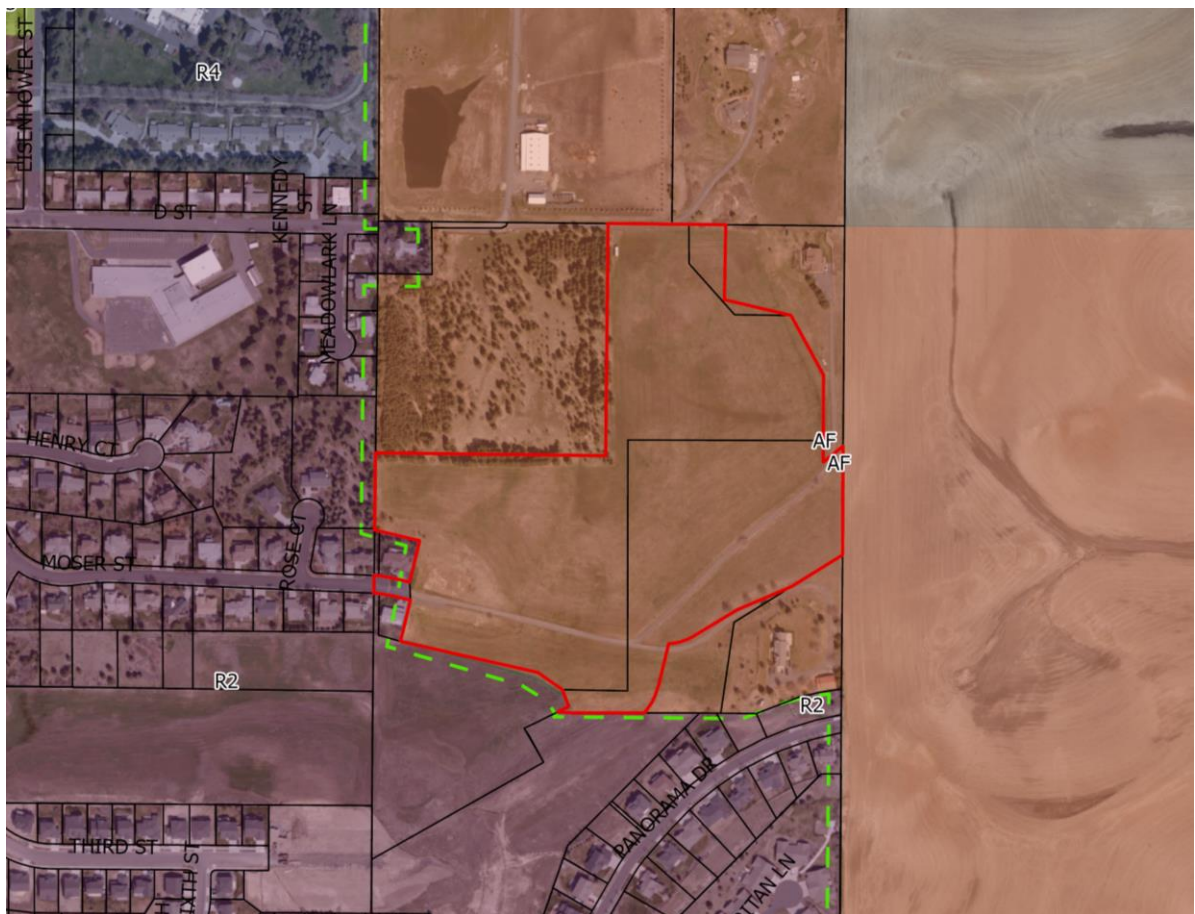
Zoning: The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF). Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District. The applicant is proposing to rezone the

22.93-acre parcel from the Agriculture/Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zoning District.

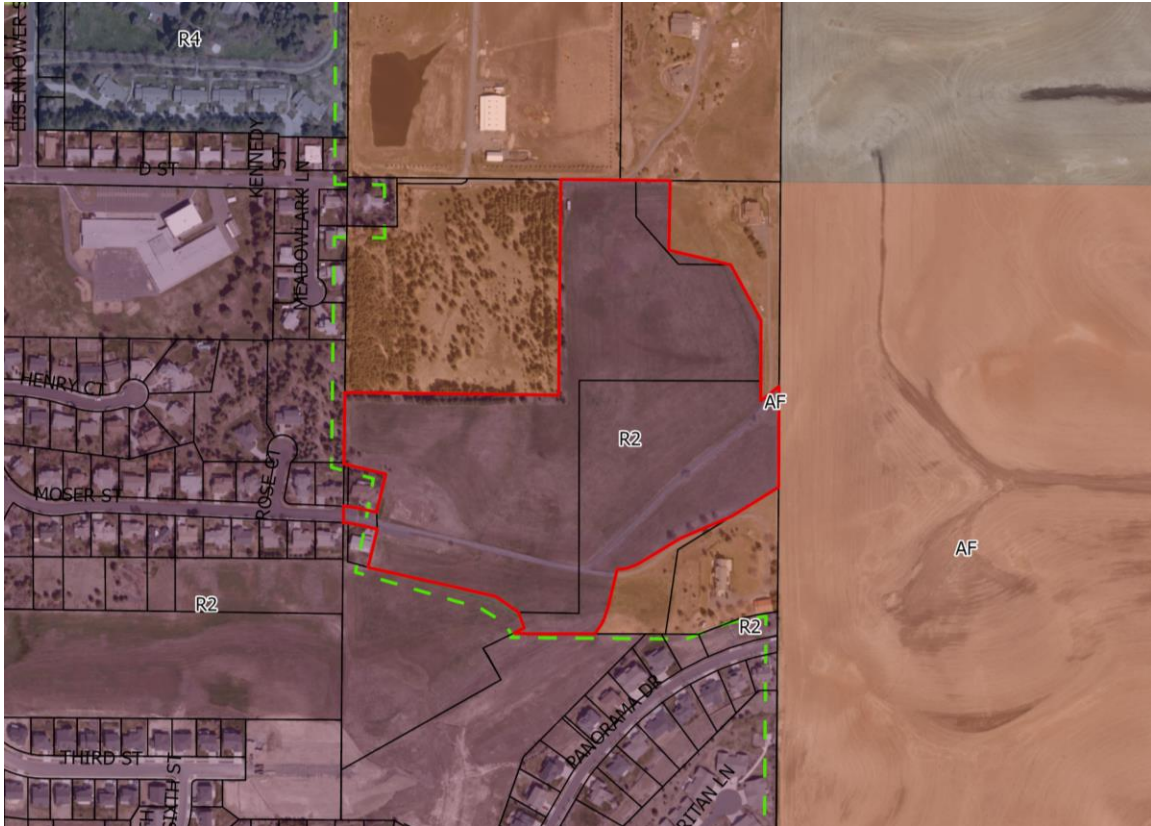
The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

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.

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. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.



Existing Zoning



Proposed Zoning

Preliminary Plat: The applicant is proposing to subdivide the 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 minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet. All of the proposed lots meet the minimum lot size and width requirements for the R-2 Zone.

Access, Streets, Traffic: The subject property has existing access via Moser Street, and will have access via Third Street when the Rolling Hills 10th Subdivision is extended to the southern portion of the property, which is anticipated this summer. Moser Street is a local neighborhood street which will be constructed to the 28-foot-wide street standard which includes curb, gutter, tree lawns, and sidewalks on both sides of the street and on-street parking on one side of the street.

Another local street, Whitetail Lane, extends in the east/west direction through the center of the subdivision and terminates in a cul-de-sac on the western portion of the property and extends to the property line of the adjacent undeveloped property on the east side. Whitetail lane will be constructed to the 28-foot-wide local street standard.

Third Street will be extended through the subdivision in the northerly direction and will change street names to Moose Drive at its intersection with Moser Street. Moose Drive will extend to the northern property line and terminate in a cul-de-sac for fire truck turnaround requirements. However, right-of-way will be extended to the north property line to allow

for the future connection with 'D' Street when it is extended in the future. Third Street and Moose Drive are designated as collector streets with 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.

There is currently a corridor dedicated at the end of Moser Street which is intended to provide access to the Moser Park property. Staff is recommending that a pedestrian walkway be extended from the Whitetail Lane cul-de-sac south to Moser Street in order to provide a more direct pedestrian route to the park property, as well as a shorter distance to Russell School. Staff is also recommending that a pedestrian walkway be provided from Whitetail Lane north to the property boundary of the adjacent undeveloped property for future pedestrian connectivity if that property were to be developed at some point in the future.

Water: Water services are proposed to be extended throughout the subdivision from the existing main within Moser Street and the future main along the Third Street alignment within Rolling Hills 10th Addition.

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 3.74 million gallons of water per year ($40 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 3.74 \text{ M gallons/year}$).

Sanitary Sewer: Sanitary sewer is proposed to be extended throughout the subdivision and conveyed along an existing utility easement along the future alignment of 'D' Street. The subject property is considered developable in the Comprehensive Sewer System Plan.

Storm sewer will be piped and directed to a stormwater detention pond in the northwest corner of the subdivision. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which require the stormwater to be detained to the pre-development rate. The stormwater is then conveyed to existing mains within 'D' Street.

Parkland Dedication: Per the attached memo from David Schott, Parks and Facilities Manager, the proposed subdivision falls under the requirements of the parkland dedication codes of the City. However, the parkland dedication requirements have previously been satisfied with a parkland dedication of 1.37 acres towards the creation of the City's Moser Park property in 1994. Therefore, no further parkland dedication is required.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on October 5, 2023 to discuss the proposal. All neighborhood meeting materials are attached to your packet.

Input from other Departments/Commissions:

Engineering Department

The Engineering Department has provided parkland dedication requirements within an attached March 21, 2024 memo from Todd Drage, Engineering Technician.

Parks and Recreation Department

The Parks and Recreation Department has provided parkland dedication requirements within an attached March 21, 2024 memo from David Schott, Parks and Facilities Manager.

Transportation Commission

The Transportation Commission reviewed the proposed subdivision at their March 14, 2024 meeting and were in support of the proposed street network.

RECOMMENDATIONS:

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.

Staff recommends that the Council 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.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and the Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the 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.
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 following 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:
 1. The proposed subdivision shall be analyzed in the City's water system model to verify that the current design will have adequate potable and fire flow requirements, and if there are deficiencies the applicant shall be responsible for the construction of the improvements needed to adequately serve the subdivision.
 2. The applicant shall work with the City to determine whether the 'D' Street sanitary sewer connection is sufficient to accommodate the proposed subdivision, and if there are deficiencies the applicant shall be responsible

for the construction of the improvements needed to adequately serve the subdivision.

3. In accordance with a prior development agreement (Latah County Instrument No. 412000), the applicant shall be responsible for the construction of all public improvements from the current terminus of Moser Street to the subject property.
4. The applicant shall be required to conduct a detailed stormwater discharge analysis to include any mitigation actions necessary to ensure that the stormwater facility shall have no downstream adverse impacts subject to the approval of the City Engineer.
5. An emergency vehicle turnaround will need to be provided at the eastern terminus of Moser Street and the road, improvements, and utilities will need to be extended to the eastern property boundary of the subject property.
6. The applicant shall provide adequate access to at least every other manhole for the sanitary sewer and storm sewer mains for maintenance.
7. The applicant shall connect the water line in the Whitetail Lane cul-de-sac to the water line in Moser Street for water quality and redundancy purposes.
8. The applicant shall extend a pedestrian walkway from Whitetail Lane south to Moser Street and north to the property boundary of the adjacent undeveloped property.
9. A right-of-way vacation request shall be approved by City Council prior to the final plat.

NOTICE OF PUBLIC HEARING

Proposal for 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 as Shown on the Vicinity Map Below. Permit Applications LUP2024-0003 and LUP2024-0004.

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

1. Annexation of the 22.93-acre subject property.
2. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential.
3. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
4. Proposed Preliminary Plat of a 22.93-acre area to create 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.

MEETING DATE: Monday, May 6, 2024

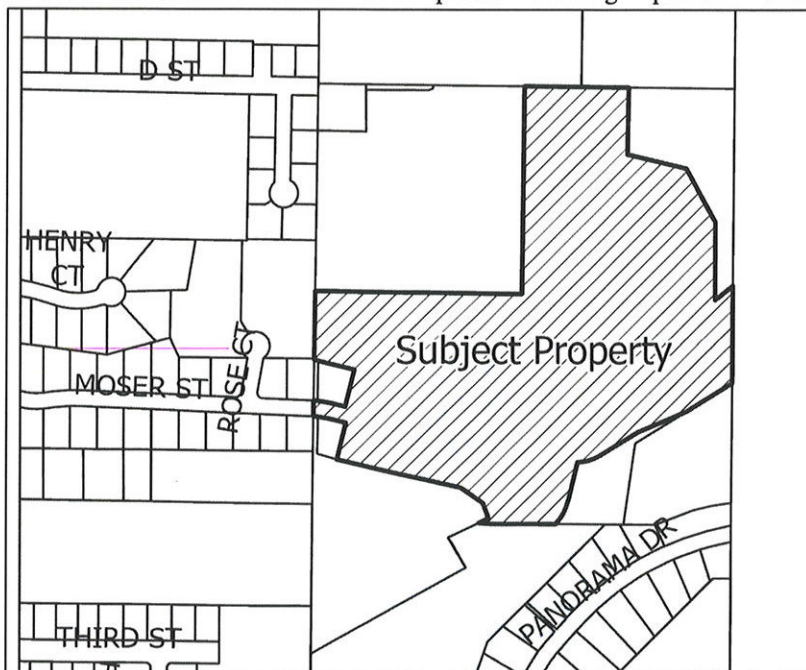
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.

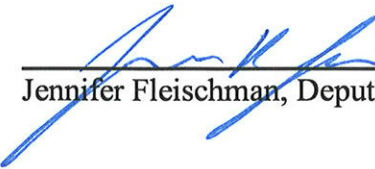
Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter.

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

<https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie M. Hopkins, Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, April 20, 2024

Hodge & Associates, Inc.

ENGINEERS • PLANNERS • LANDSCAPE

ARCHITECTS • SURVEYORS

February 6, 2024

Mayor Bettge and Moscow City Council
City Hall
Moscow, Idaho

Re: Juscen property Annexation Request.

Dear Mayor Bettge and City Council

This letter is written in request to annex a 17.64 acre parcel of land into the City of Moscow.
The land is located east and north of Moser Drive. The parcel will connect to the proposed 3rd Street extension at the east end of Moser Park.

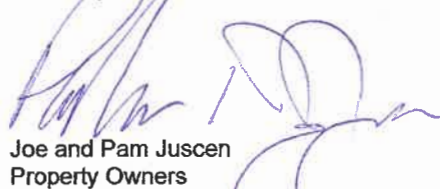
Please see attached proposed record of survey for clarification.

Enclosed are:

1. Proposed Record of Survey
2. Proposed Legal Descriptions

Please do not hesitate to contact me or Hodge and Associates if you have any questions regarding this annexation request

Sincerely,



Joe and Pam Juscen
Property Owners

405 South Washington Street

Tel: (208) 882-3520

SCOTT BECKER, PE

PRINCIPAL

PO Box 8728

Fax: (208) 882-2622

Moscow, ID 83843

E-mail: hodge@moscow.com



**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			
Dept	Fee Type	Fees	Paid
CDV	Zoning/Comp Plan Amend	\$1,071.00	
CDV	Annexation	\$1,071.00	
	Receipt Number		

APPLICATION FOR ZONING OR COMPREHENSIVE PLAN AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Joe and Pam Juscen Phone: 509-595-2251

Address: 705 E 8th St Moscow, ID 83843 Email: _____

Relationship to affected property (please check one):

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

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

Name: _____ Phone: _____

Address: _____ Email: _____

3. Location of Affected Property: RP39N05W097850/ RP39N05W098270

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

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

INFORMATION ON REQUESTED REZONE

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

From: AG-Forest to: R-2
(Current zoning) (Proposed zoning)

5. Reason: Applicant requests a rezone for the following reason(s): _____

Rezone request in conjunction with the annexation process.

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

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

Proposed R-2 Zone is consistent with auto-urban residential and surrounding properties.

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

The proposed zone is consistant with surrounding zones.

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

Proposed residential zone is fully compatible with adjacent residential zones

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

Residential development on this parcel has been proposed/ planned for a number of years with no objections.

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

40 lot single family residential subdivision average lot size of 19,207 SF. The proposed subdivision is tying into a water main in Moser St that is part of the Moser Booster Pump Station and main in 3rd St. The city will have this proposed annexation modeled to ensure the city can serve the development with water in accordance with IDAPA and the International Fire Code. The preliminary plat has been sent to the City's water modeling consultant and is currently in the process of being modeled. Once complete, the city can share the results to satisfy requirement E and inform the development water design. ~~Please reference the City's 2012 Comprehensive sewer system plan. The annexed property was modeled for growth under the 2030 scenario as low density growth. Modeling results show that there is a potential that the city is unable to serve the proposed development surcharging as a result of the additional flow. As a result, this segment of pipe may need to be replaced to serve the development.~~

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

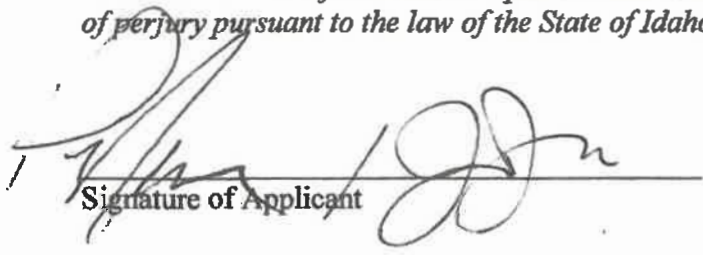
The Planning and Zoning Commission shall have the authority to require any additional information they consider necessary to render a fair decision and recommendation on a rezone, comprehensive plan amendment, or annexation request. The Commission may recommend, and the City Council may require, additional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

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

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

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

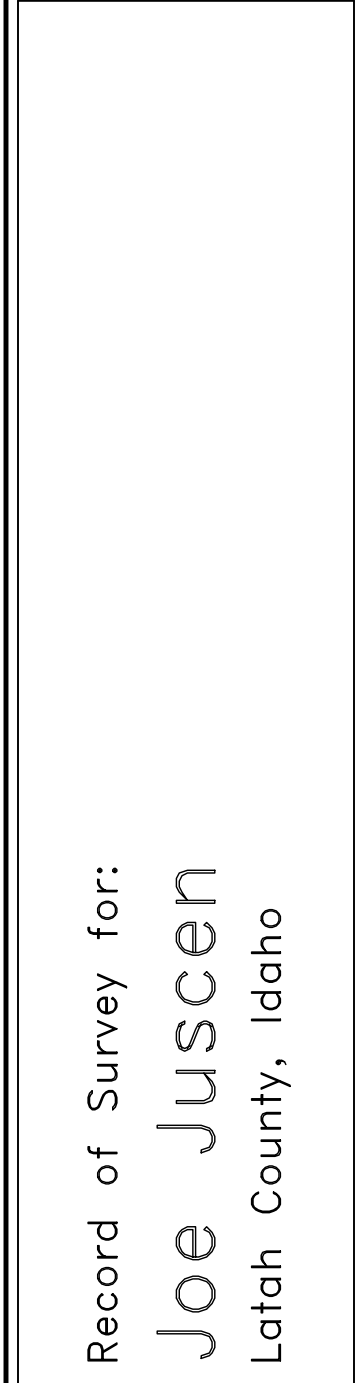
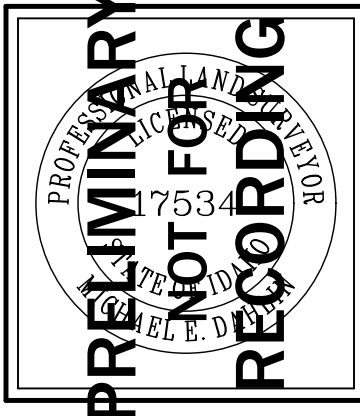
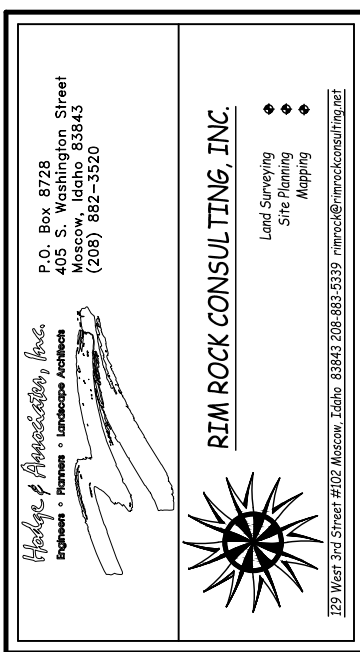
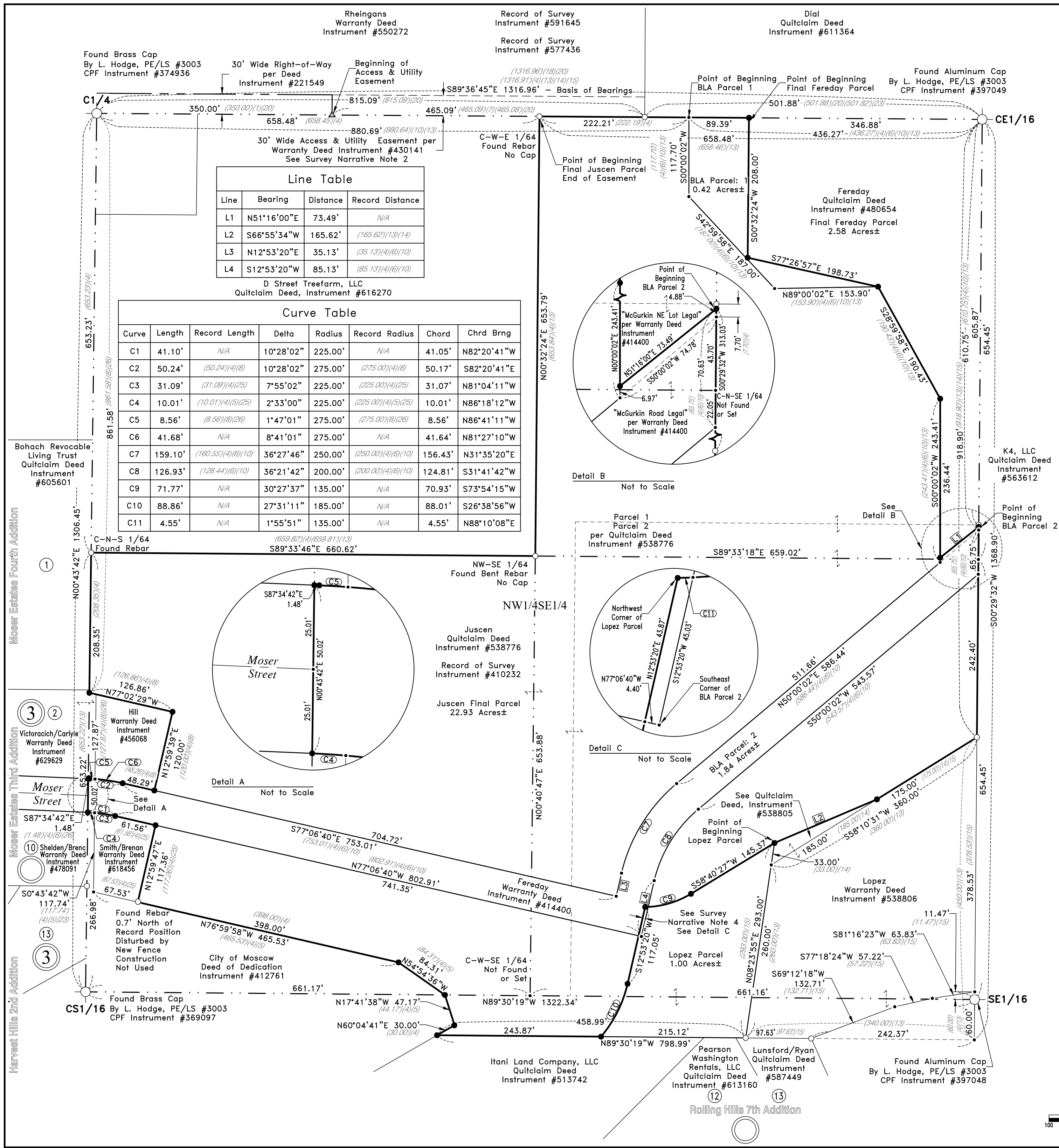
I understand this information is a public record and may be posted to a public website. I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.


Signature of Applicant

2/2/21
Date

Signature of Property Owner (if different)

Date



Drafted by: SW

Checked by: MED

File Name: 4410 survey.dwg

Tab: Layout

Plot Style: Primary.ctb

Project: 4410-02-22

Date: 1/23/24

2/6/2024

Legal Description by Hodge & Associates for:

Joe Juscen

Final Juscen Parcel

A parcel of land located in the West Half of the Southeast Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 9, Thence along the north line thereof, S89°36'45"E, 658.48 feet to the northeast corner of a parcel of land described in Quitclaim Deed, Instrument #616270, Latah County Records, a point on the south line of a parcel of land described in Warranty Deed, Instrument #550272, Latah County Records, and the **Point of Beginning**

Thence continuing along said north line and along said south line and the south line of a parcel described in Quitclaim Deed, Instrument #611364, Latah County Records, S89°36'45"E, 311.60 feet to a point on said north line and on the south line of the parcel described in said Quitclaim Deed;

Thence leaving said common line, S00°32'24"W, 208.00 feet;

Thence S77°26'57"E, 198.73 feet;

Thence S28°59'58"E, 190.43 feet;

Thence S00°00'02"W, 236.44 feet;

Thence N51°16'00"E, 73.49 feet to a point on the east line of the Northwest Quarter of the Southeast Quarter of Section 9 and the west line of a parcel of land described in Quitclaim Deed, Instrument #563612, Latah County Records;

Thence along said east line and along said west line, S00°29'32"W, 313.03 feet to the northeast corner of a parcel of land described in Warranty Deed, Instrument #538806, Latah County Records;

Thence leaving said common line along the north boundary of the parcel described in said Warranty Deed, the following two courses:

S58°10'31"W, 175.00 feet;

Thence S66°55'34"W, 165.62 feet to the northwest corner of said parcel;

Thence S58°40'27"W, 145.37 feet;

Thence 71.77 feet along a curve to the right, said curve having a Delta = 30°27'37", Radius = 135.00 feet, Chord = 70.93 feet and a Chord Bearing = S73°54'15"W;

Thence S12°53'20"W, 117.05 feet;

Thence 88.86 feet along a curve to the right, said curve having a Delta = 27°31'11", Radius = 185.00 feet, Chord = 88.01 and a Chord Bearing = S26°38'56"W to a point on the north line of a parcel of land described in Quitclaim Deed, Instrument #513742, Latah County Records;

Thence along said north line N89°30'19"W, 243.87 feet to a point on the east boundary of City of Moscow, Moser Park, described in Deed of Dedication, Instrument #412761, Latah County Records;

Thence along said east boundary the following two courses:

N60°04'41"E. 30.00 feet;

Thence N17°41'38"W, 47.17 feet to the northeast corner of Moser Park;
 Thence along the north boundary thereof the following two courses:
 N54°54'36"W, 84.31 feet;
 Thence N76°59'58"W, 398.00 feet to the southeast corner of a parcel of land described
 in Warranty Deed, Instrument #618456, Latah County Records;
 Thence leaving said north boundary, along the east line of the parcel described in said Warranty Deed,
 N12°59'47"E, 117.36 feet to the northeast corner of said parcel;
 Thence along the north boundary thereof the following two courses:
 N77°06'40"W, 61.56 feet;
 Thence 31.09 feet along a curve to the left, said curve having a Delta = 7°55'02",
 Radius = 225.00 feet, Chord = 31.07 feet and a Chord Bearing = N81°04'11"W to the northwest
 corner of said parcel and a point on the north boundary of Moser Park;
 Thence along said north boundary, 10.01 feet, along a curve to the left, said curve having a
 Delta = 2°33'00", Radius = 225.00 feet, Chord = 10.01 feet and a Chord Bearing = N86°18'12"W to a
 point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line
 of Moser Estates Third Addition to the City of Moscow, Instrument #390760, Latah County Records;
 Thence along said west line and along said east line N00°43'42"E, 50.02 feet to the southwest corner
 of a parcel of land described in Warranty Deed, Instrument #629629, Latah County Records;
 Thence leaving said common line, along the south boundary of the parcel described in said warranty
 Deed the following two courses:
 S87°34'42"E, 1.48 feet;
 Thence 8.56 feet along curve to the right, said curve having a Delta = 1°47'01",
 Radius = 275.00 feet, Chord = 8.56 feet and a Chord Bearing = S86°41'11"E to the southwest
 corner of a parcel of land described in Warranty Deed, Instrument #456068, Latah County
 Records;
 Thence along the south boundary thereof the following two courses:
 41.68 feet along a curve to the right, said curve having a Delta = 8°41'01", Radius = 275.00 feet,
 Chord = 41.64 feet and a Chord Bearing = S81°27'10"E;
 Thence S77°06'40"E 48.29 feet, to the southeast corner of said parcel;
 Thence along the east line thereof, N12°59'39"E, 120.00 feet to the northeast corner of said parcel;
 Thence along the north line thereof, N77°02'29"W, 126.86 feet to a point on the west line of the
 Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third
 Addition;
 Thence along said west line and along said east line and the east line of Moser Estates Fourth Addition
 to the City of Moscow, Instrument #391351, Latah County Records, N00°43'42"E, 208.35 feet to a point
 on said west line and on the east line of Moser Estates Fourth Addition and the southwest corner of the
 parcel of land described in Quitclaim Deed, Instrument #616270;
 Thence leaving said common line, along the south line of said parcel, S89°33'46"E, 660.62 feet to the
 southeast corner thereof;
 Thence along the east line of said parcel, N00°32'24"E, 653.79 feet to the **Point of Beginning**.

Parcel contains 22.93 acres, more or less.





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			
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$984.00	
Receipt Number			

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

(Please type or print plainly with blue ink.)

APPLICANT:

Name: Joe and Pam Juscen Phone: 509-595-2251
 Address: 705 E 8th St Moscow, ID 83843 Email: _____

OWNER: (if other than applicant)

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

ENGINEER/SURVEYOR:

Name: Scott Becker, PE/ Mike Dahlin, PLS Phone: 208-882-3520
 Address: 405 S Washington, Moscow ID 83843 Email: scottbecker@moscow.com

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

PROPERTY:

- Proposed Subdivision Name: Pine View Addition
- Address(es) or Parcel Number(s): RP39N05W097850/ RP39N05W98270
- Legal Description: *Please attach copy of full description.*
- Gross Area of all land involved: 17.64 acres, and/or 768,272 sq. ft.
- Total Net Area of land area, exclusive of proposed or existing public street and/or other public lands:
17.64 acres, and/or 768,272 square feet.
- Total number of lots: 40 Average lot size: 19,207
- Existing Zoning of subject property: AG-Forest

PROJECT DESCRIPTION:

Please describe the concept of the proposed subdivision and approximate percentage (%) of each proposed new land use (i.e. 75% single-family residential; 20% multi-family; 5% commercial). Also include any proposed park land and the acreage:

100% single family residential parkland dedicated prior to platting. Parkland dedication requirements were satisfied

through the McGurkin Development Agreement approved by Moscow City Council and executed on

October 3, 1994. 1.37 Acres toward Moser Park

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 written approval of such a request is issued by the City Engineer.

PRELIMINARY PLAT CHECKLIST:

- _____ 1. Subdivision name
- _____ 2. Location: Section, Township, Range
- _____ 3. Subdivider's name & address
- _____ 4. Engineer/surveyor name & address
- _____ 5. Date of subdivision
- _____ 6. Reference to adjoining subdivisions with names
- _____ 7. North arrow
- _____ 8. Scale, not less than 1 in. = 60 ft.
- _____ 9. Existing and proposed right-of-way or public tracts with widths and names
- _____ 10. Lot and block layout with numbering and dimensions
- _____ 11. Existing zoning designation, or proposed if a rezone is requested
- _____ 12. All existing and proposed easements of record stating width and purpose
- _____ 13. Location of any existing open spaces or permanent structures
- _____ 14. General layout of sewer and water utilities
- _____ 15. Proposed phasing, if any
- _____ 16. Acreage breakdown with gross and net (less right-of-way)
- _____ 17. Plan/profile of proposed street grades
- _____ 18. Existing Topography*
- _____ 18. Proposed finished grading plan*
- _____ 19. Location of any delineated wetlands and/or water bodies and, if applicable, the floodway and 100-year floodplain (BFE data must be included if the plat is ≥ 5 acres or ≥ 50 lots)
- _____ 20. Vicinity sketch

*5' max. contour interval (except for slopes $> 50\%$ may have 10' interval). Areas with existing slopes $\geq 20\%$ shall be shaded or clearly indicated on the plans.

APPLICATION SUBMITTAL:

This application must be completed and submitted with the below described items to the Community Development Department at least twenty-one (21) days prior to the hearing at which the application is to be considered by the Board. Applicant will be notified by the City Planner I as to the time, date, and place of the hearing pertaining to this application.

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

1. Payment of application fees.
2. Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
3. One full-sized Preliminary 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

Date

Signature of Property Owner (if different)

Date

Legal Description

A parcel of land located in the West Half of the Southeast Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 9, Thence along the north line thereof, S89°36'45"E, 658.48 feet to the northeast corner of a parcel of land described in Quitclaim Deed, Instrument #616270, Latah County Records, a point on the south line of a parcel of land described in Warranty Deed, Instrument #550272, Latah County Records, and the Point of Beginning

Thence continuing along said north line and along said south line and the south line of a parcel described in Quitclaim Deed, Instrument #611364, Latah County Records, S89°36'45"E, 311.60 feet to a point on said north line and on the south line of the parcel described in said Quitclaim Deed; Thence leaving said common line, S00°32'24"W, 208.00 feet; Thence S77°28'57"E, 198.73 feet; Thence S28°59'58"E, 190.43 feet; Thence S00°00'02"W, 236.44 feet; Thence N51°16'00"E, 73.49 feet to a point on the east line of the Northwest Quarter of the Southeast Quarter of Section 9 and the west line of a parcel of land described in Quitclaim Deed, Instrument #563612, Latah County Records; Thence along said east line and along said west line, S00°29'32"W, 313.03 feet to the northeast corner of a parcel of land described in Warranty Deed, Instrument #538806, Latah County Records; Thence leaving said common line along the north boundary of the parcel described in said Warranty Deed, the following two courses:

S58°10'31"W, 175.00 feet; Thence S66°55'34"W, 165.62 feet to the northwest corner of said parcel; Thence S58°40'27"W, 145.37 feet; Thence 71.77 feet along a curve to the right, said curve having a Delta = 30°27'37", Radius = 135.00 feet, Chord = 70.93 feet and a Chord Bearing = S73°54'15"W; Thence S12°53'20"W, 52.00 feet; Thence 59.02 feet along a curve to the right, said curve having a Delta = 15°22'15", Radius = 220.00 feet, Chord = 58.84 feet and a Chord Bearing = S20°34'28"W; Thence S28°15'35"W, 98.59 feet to a point on the north line of a parcel of land described in Quitclaim Deed, Instrument #622665, Latah County Records; Thence along said north line N89°31'36"W, 230.55 feet to a point on the east boundary of City of Moscow, Moser Park, described in Deed of Dedication, Instrument #412761, Latah County Records; Thence along said east boundary the following two courses:

N60°04'58"E, 30.00 feet; Thence N18°31'01"W, 47.17 feet to the northeast corner of Moser Park; Thence along the north boundary thereof the following two courses: N54°01'22"W, 84.31 feet; Thence N77°05'53"W, 398.00 feet to the southeast corner of a parcel of land described in Warranty Deed, Instrument #618456, Latah County Records; Thence leaving said north boundary, along the east line of the parcel described in said Warranty Deed, N13°00'02"E, 117.26 feet to the northeast corner of said parcel; Thence along the north boundary thereof the following two courses:

N77°06'40"W, 61.56 feet; Thence 31.09 feet along a curve to the left, said curve having a Delta = 7°55'02", Radius = 225.00 feet, Chord = 31.07 feet and a Chord Bearing = N81°04'11"W to the northwest corner of said parcel and a point on the north boundary of Moser Park; Thence along said north boundary, 10.01 feet, along a curve to the left, said curve having a Delta = 2°33'00", Radius = 225.00 feet, Chord = 10.01 feet and a Chord Bearing = N86°18'12"W to a point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third Addition to the City of Moscow, Instrument #390760, Latah County Records; Thence along said west line and along said east line N00°43'57"E, 50.02 feet to the southwest corner of a parcel of land described in Warranty Deed, Instrument #629629, Latah County Records; Thence leaving said common line, along the south boundary of the parcel described in said warranty Deed the following two courses:

S87°34'42"E, 1.48 feet; Thence 8.56 feet along curve to the right, said curve having a Delta = 1°47'01", Radius = 275.00 feet, Chord = 8.56 feet and a Chord Bearing = S86°41'11"E to the southwest corner of a parcel of land described in Warranty Deed, Instrument #456068, Latah County Records; Thence along the south boundary thereof the following two courses: 41.68 feet along a curve to the right, said curve having a Delta = 8°41'01", Radius = 275.00 feet, Chord = 41.64 feet and a Chord Bearing = S81°27'10"E;

Thence S77°06'40"E 48.29 feet, to the southeast corner of said parcel; Thence along the east line thereof, N13°00'00"E, 120.00 feet to the northeast corner of said parcel; Thence along the north line thereof, N77°02'22"W, 126.86 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third Addition; Thence along said west line and along said east line and the east line of Moser Estates Fourth Addition to the City of Moscow, Instrument #391351, Latah County Records, N00°43'57"E, 208.35 feet to a point on said west line and on the east line of Moser Estates Fourth Addition and the southwest corner of the parcel of land described in Quitclaim Deed, Instrument #616270; Thence leaving said common line, along the south line of said parcel, S89°33'46"E, 660.67 feet to the southeast corner thereof; Thence along the east line of said parcel, N00°32'24"E, 653.79 feet to the Point of Beginning.

Parcel contains 22.89 acres, more or less.

Notes

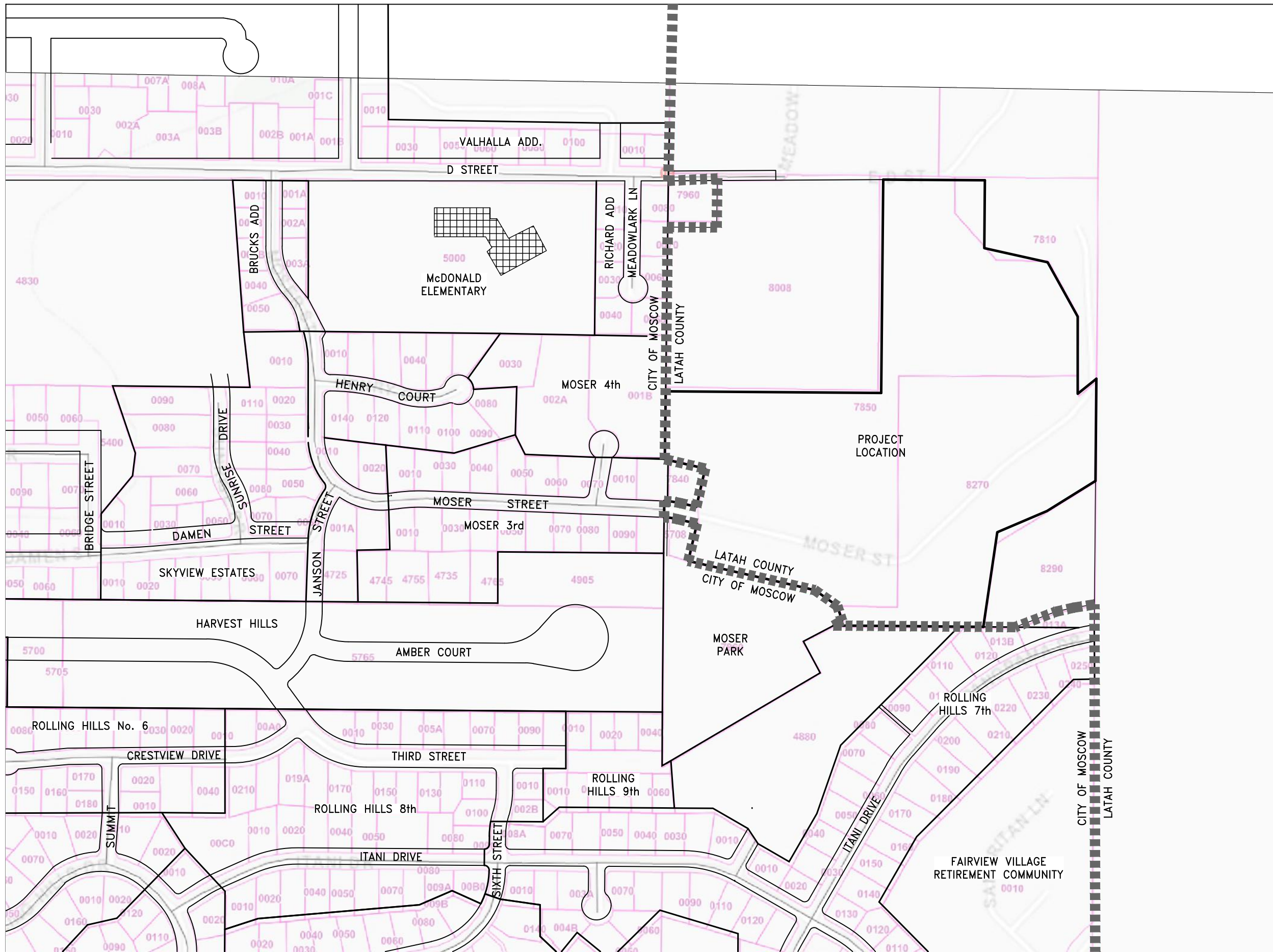
1. Plat area is currently in Latah County jurisdiction, within the City of Moscow Area of impact and is Zoned Ag-Forest. It is to be annexed into the City of Moscow and Re-zoned to Low Density, Single Family Residential Zoning District (R-1).
2. Total plat area: 22.89 acres±
Plat R/W area: 4.87 acres±
Stormwater Parcel: 19,825 Square Feet± (0.46 acres±)
Net Lot Area: 18.02 acres±.
3. All the area of Pine View Addition is within designated Flood Zone "C": Areas of minimal flooding.
Flood Zone designation and definitions from Flood Insurance Rate Map (FIRM) Community-Panel Number 1600860240C, dated 9-01-1983. No delineated wetlands on site.
4. A portion of the area within Pine View Addition is currently owned by Michael and Jennifer Fereday. A survey will be done and this area will be transferred to Juscen prior to final platting of Juscen Addition.

The 50' wide strip of land running from the end of the developed portion of Moser Street to the Fereday Homesite was "sold subject to the terms and conditions of an unrecorded Escrow Contract..." to Fereday by Mark McGurkin and Pam McGurkin (now Juscen) in July of 1994 and deeded to Fereday via Quitclaim Deed, Instrument #41440 in August of 1995. This same parcel of land was dedicated to the City of Moscow for the purpose of construction of a public street via Deed of Dedication, Instrument #412762, in May of 1995.

5. A portion of the Juscen property, shown hereon as "Parcel to be Transferred to Lopez", contains the driveway and drain field for the adjacent parcel, owned by Felix and Irma Lopez. This parcel will be transferred to Lopez prior to final platting. There is a small overlap in the land to be transferred from Fereday to Juscen and the land to be transferred from Juscen to Lopez. For this segment to be transferred to Lopez, it must first be possessed by Juscen.
6. The area of access and utility easement, described in Warranty Deed, Instrument #430141, is to also be granted as a public utility and access easement.

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 northwest corner of the Southeast Quarter of Section 9 and the found northeast corner of the Northwest Quarter of said Southeast Quarter, said bearing being S89°36'45"E.



Vicinity Map

P.O. Box 8728
Moscow, Idaho 83843
Phone: (208) 887-5627
Fax: (208) 887-5620

Handwritten signature

Handy & Associates, Inc.
Surveyors - Engineers - Planners
Professional Seal

RM ROCK CONSULTING, INC.
Land Surveying
Soil Sampling
Site Remediation
Professional Seal

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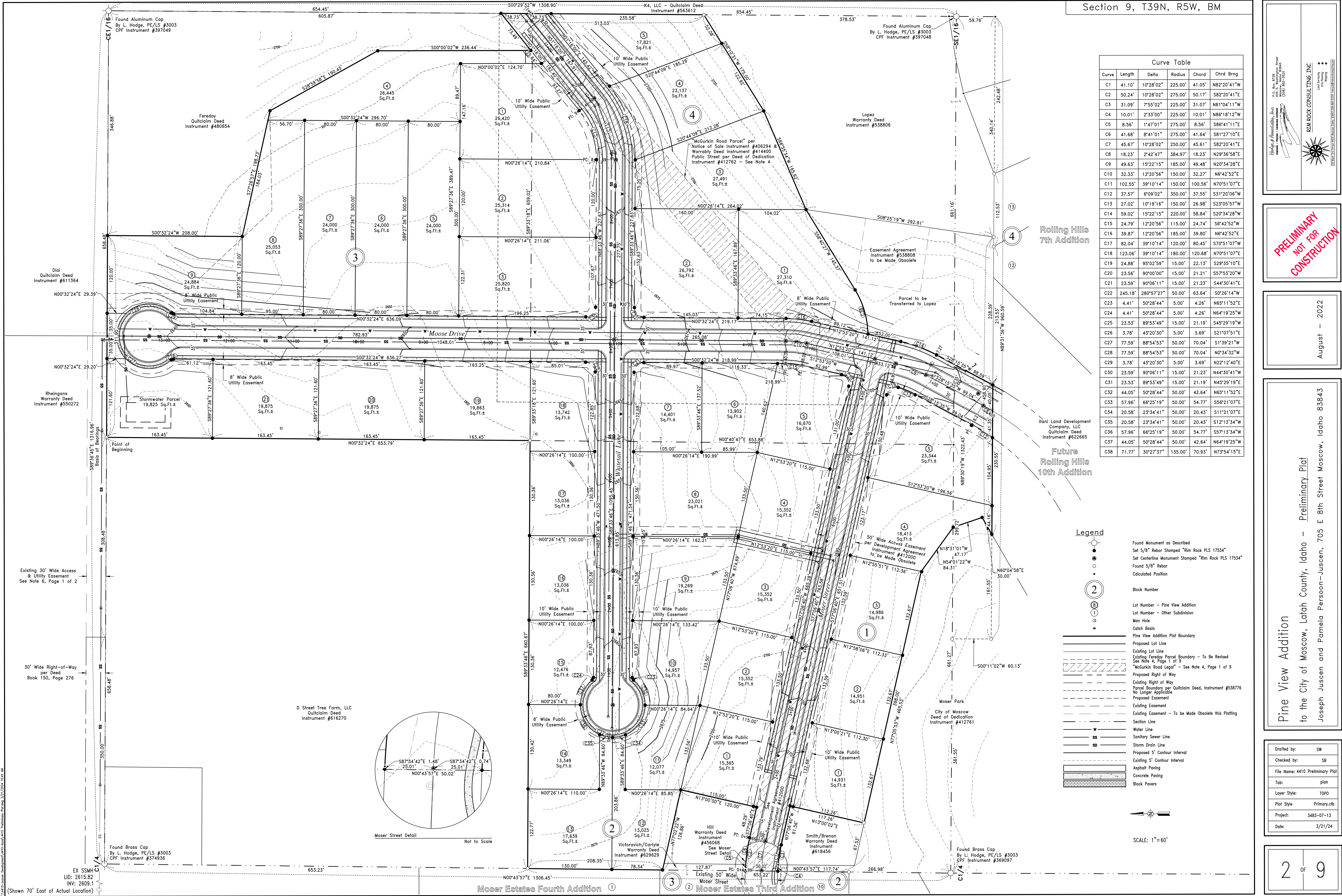
PRELIMINARY
NOT FOR
CONSTRUCTION

August – 2022

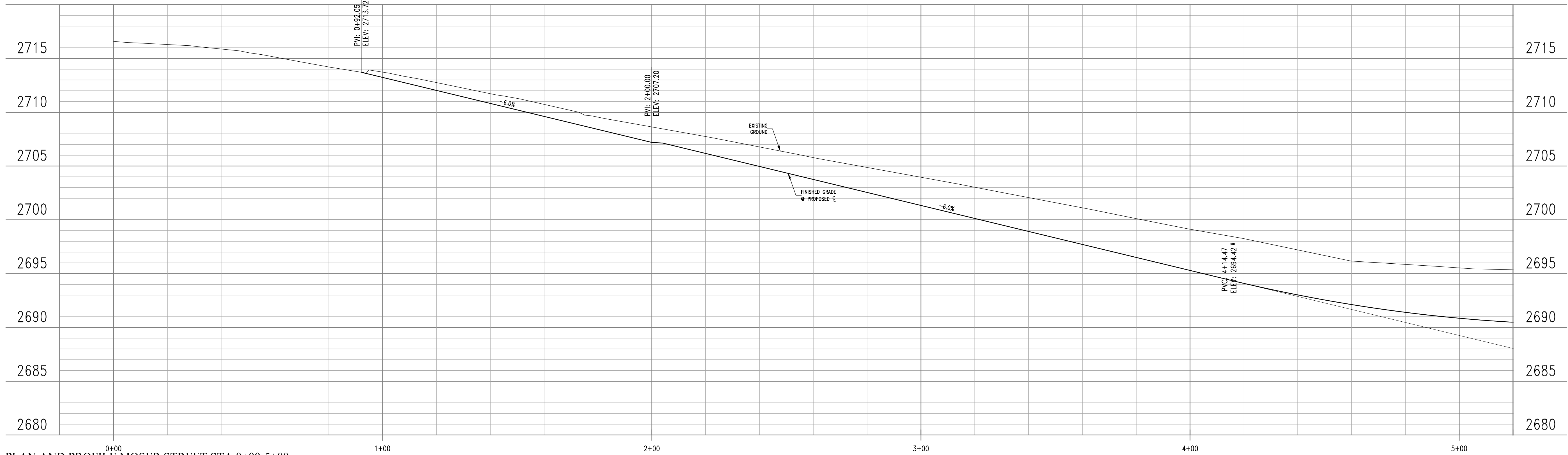
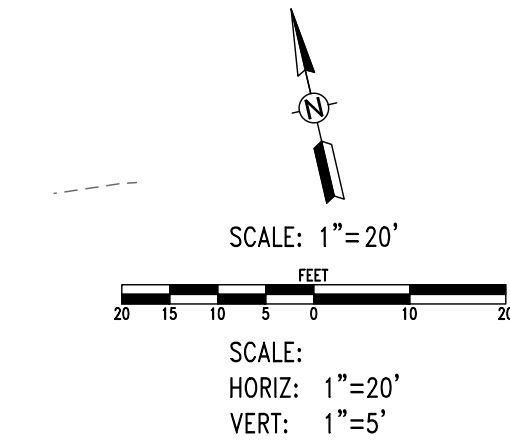
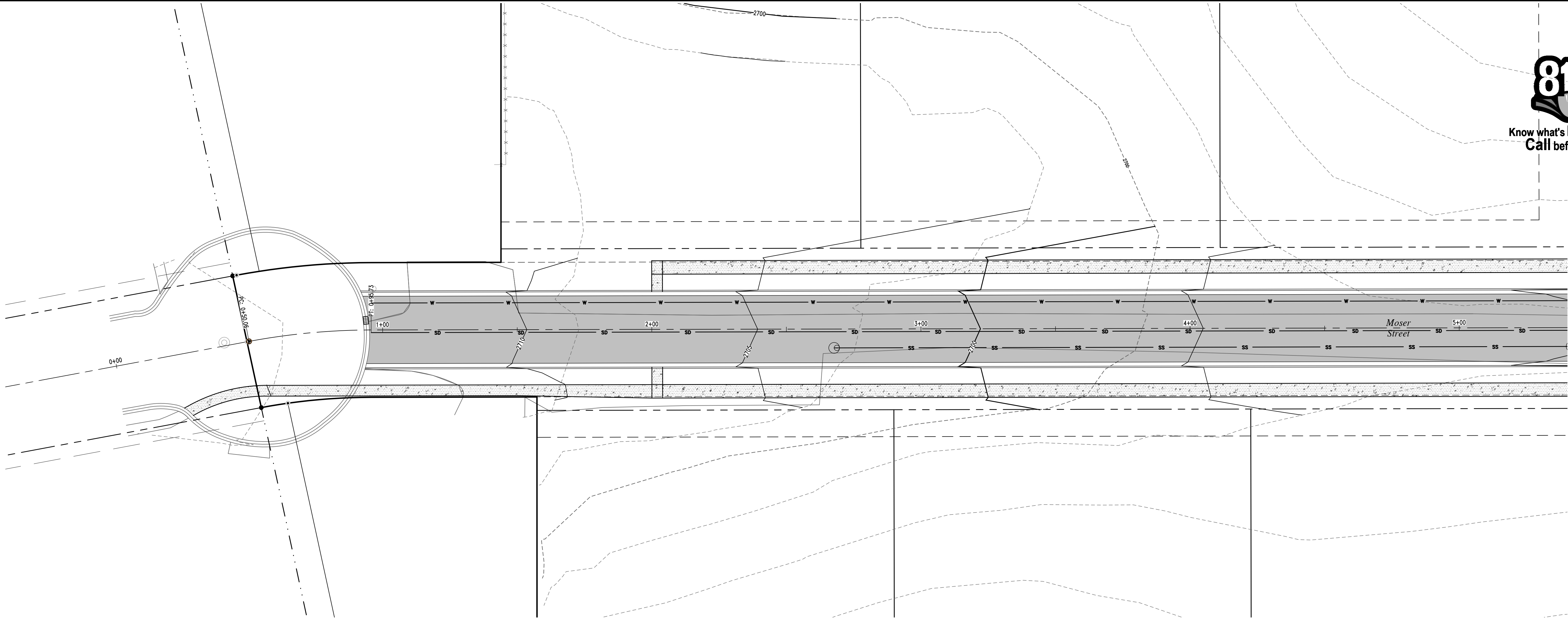
Pine View Addition
to the City of Moscow, Latah County, Idaho – Preliminary Plat
Joseph Juscen and Pamela Persoon-Juscen, 705 E 8th Street Moscow, Idaho 83843

Drafted by:	SW
Checked by:	SB
File Name:	4410 Preliminary Plat
Tab:	notes
Layer Style:	TOPO
Plat Style	Primary.ctb
Project:	3483-07-13
Date:	3/21/24

1 OF 9



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PLAN AND PROFILE MOSER STREET STA 0+00-5+00

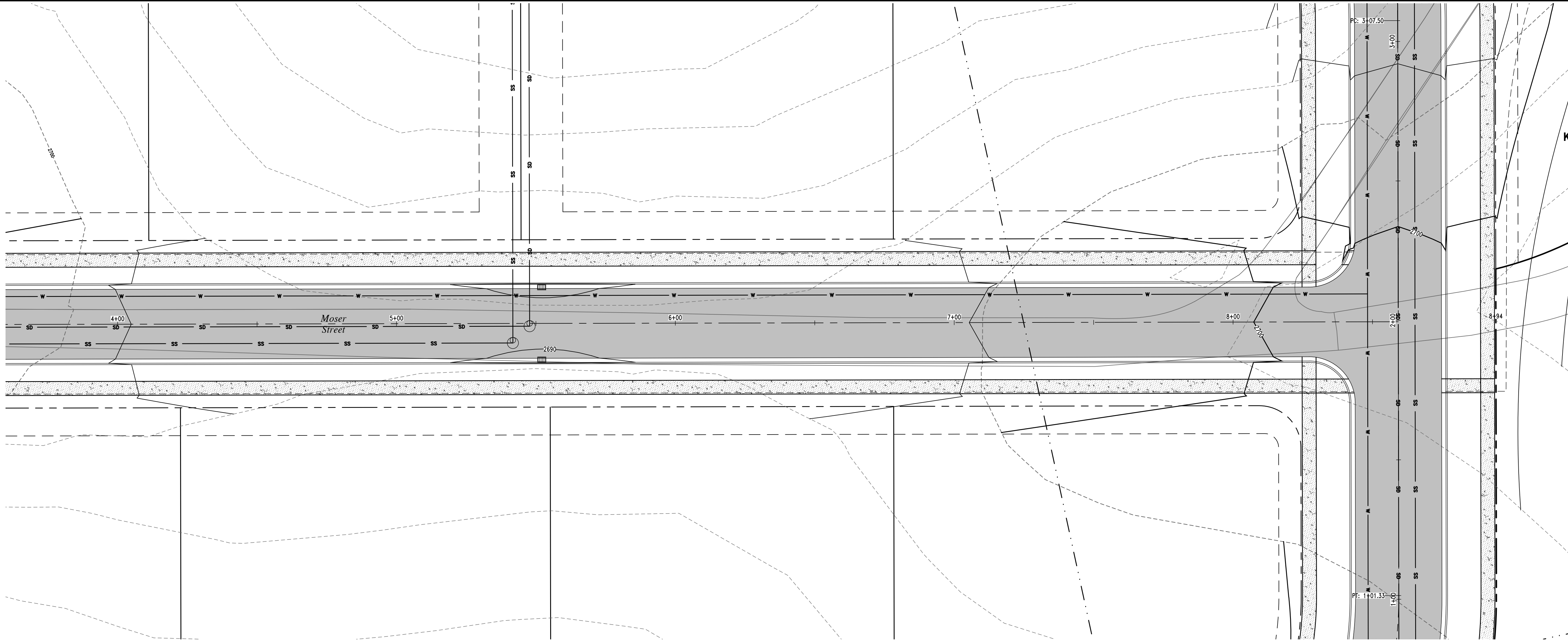


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CONSTRUCTION

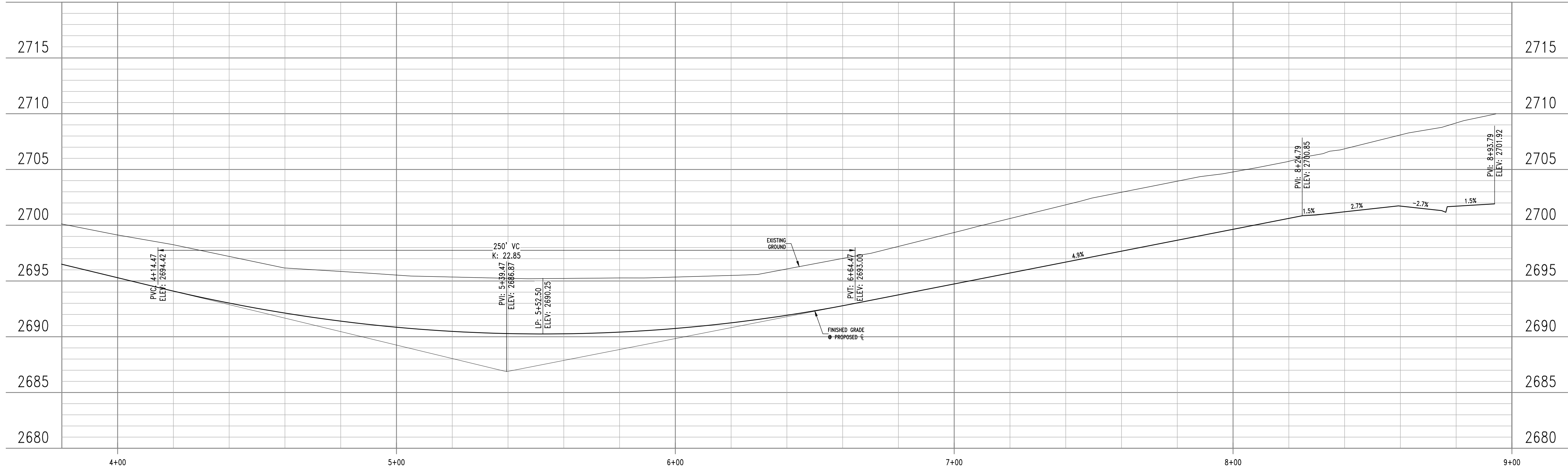
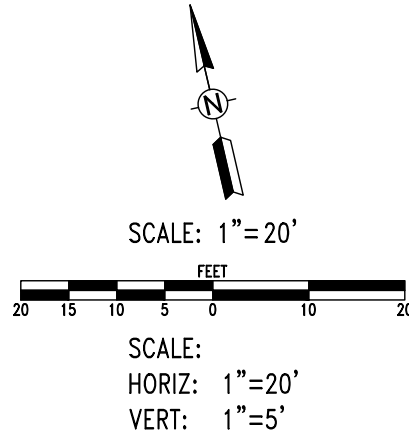
PINE VIEW ADDITION TO THE CITY OF MOSCOW
PLAN AND PROFILE MOSER STREET STA 0+00-5+00
JOE JUSCEN
705 EAST 8TH STREET
MOSCOW, IDAHO 83843

Designed by:	SB
Drafted by:	SW
Checked by:	SB
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Project:	4410-02-21
Date:	2/2/2024

Hedge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-5520



Know what's below.
Call before you dig.

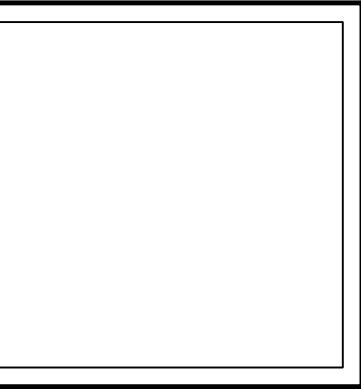


PLAN AND PROFILE MOSER STREET STA 5+00-END

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PINE VIEW ADDITION TO THE CITY OF MOSCOW
PLAN AND PROFILE MOSER STREET STA 5+00-END
JOE JUSCEN
705 EAST 8TH STREET
MOSCOW, IDAHO 83843

Designed by:	SB
Drafted by:	SW
Checked by:	SB
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Project:	4410-02-21
Date:	2/2/2024

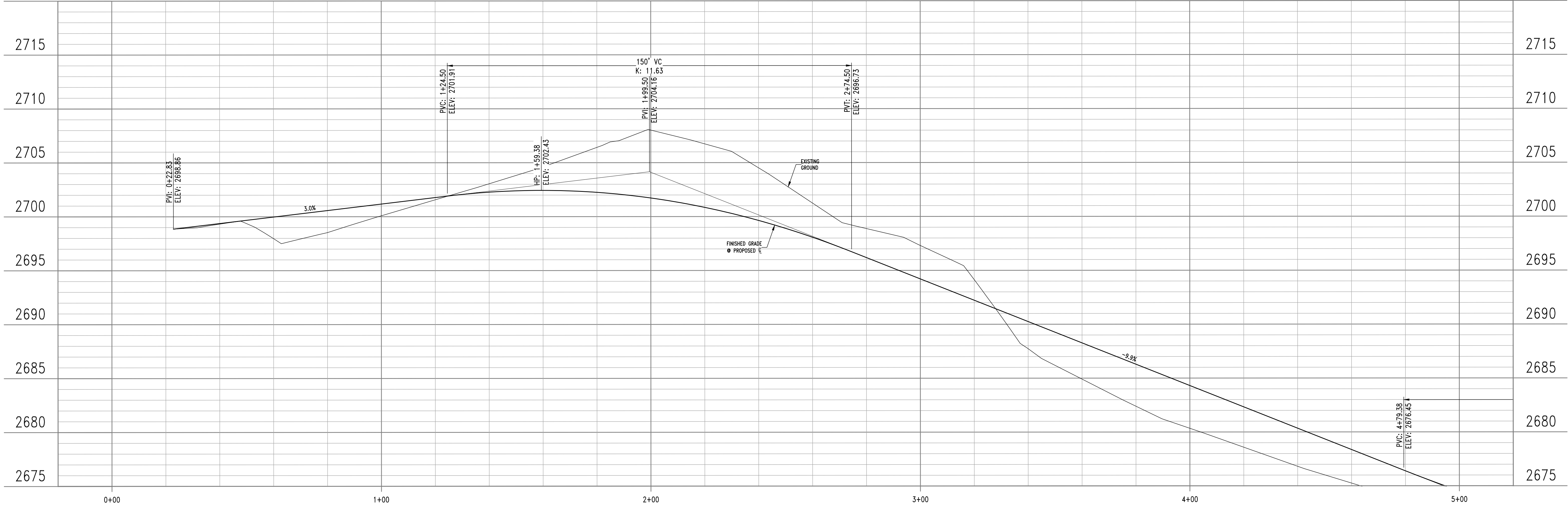
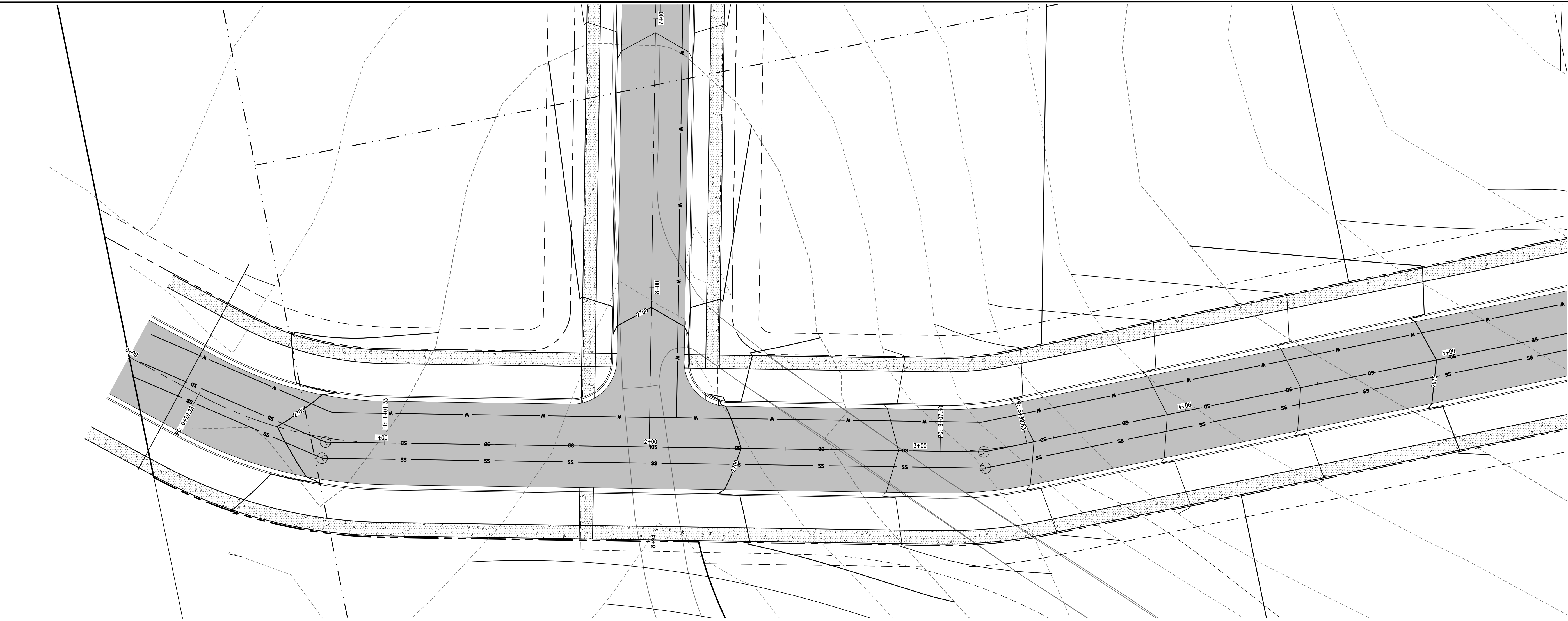
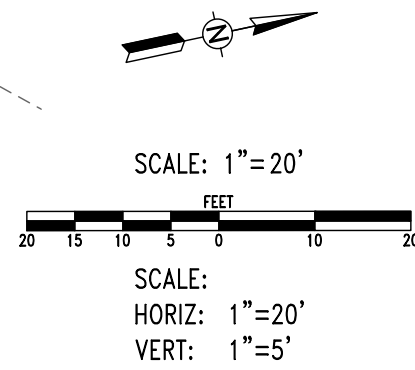


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PLAN AND PROFILE THIRD STREET STA 0+00-5+00

PINE VIEW ADDITION TO THE CITY OF MOSCOW
PLAN AND PROFILE THIRD STREET STA 0+00-5+00
JOE JUSCEN
705 EAST 8TH STREET
MOSCOW, IDAHO 83843

Designed by:	SB
Drafted by:	SW
Checked by:	SB
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Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4410-02-21
Date:	2/2/2024



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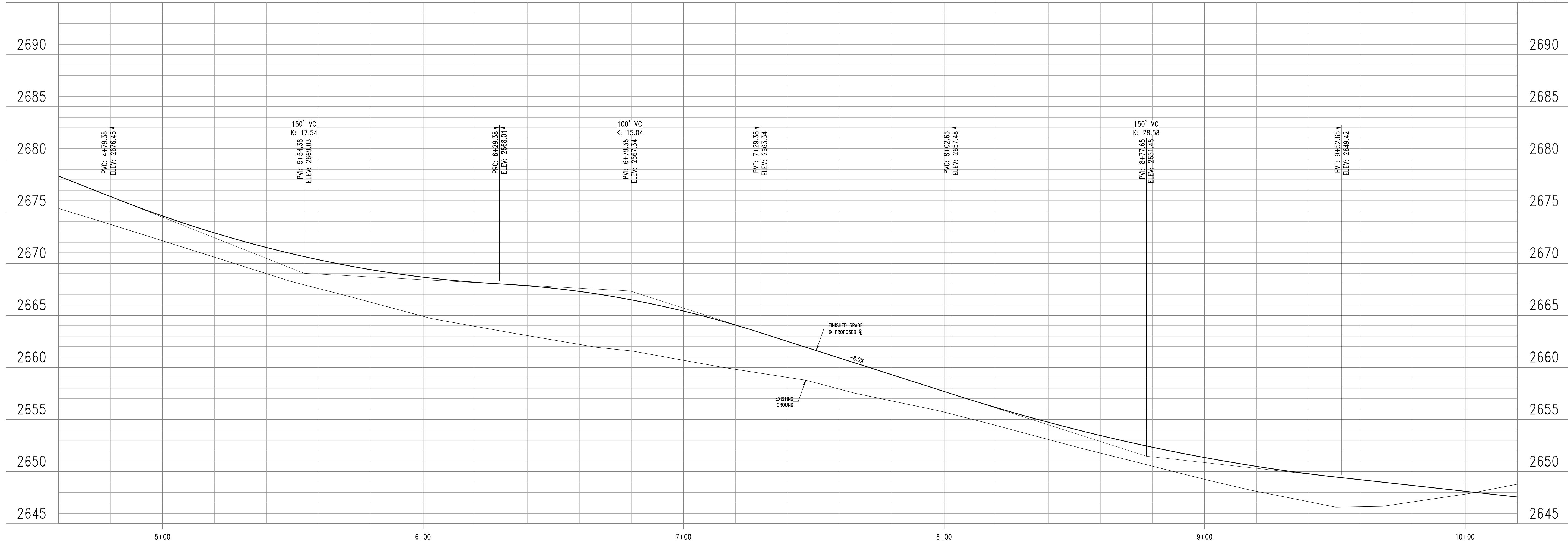
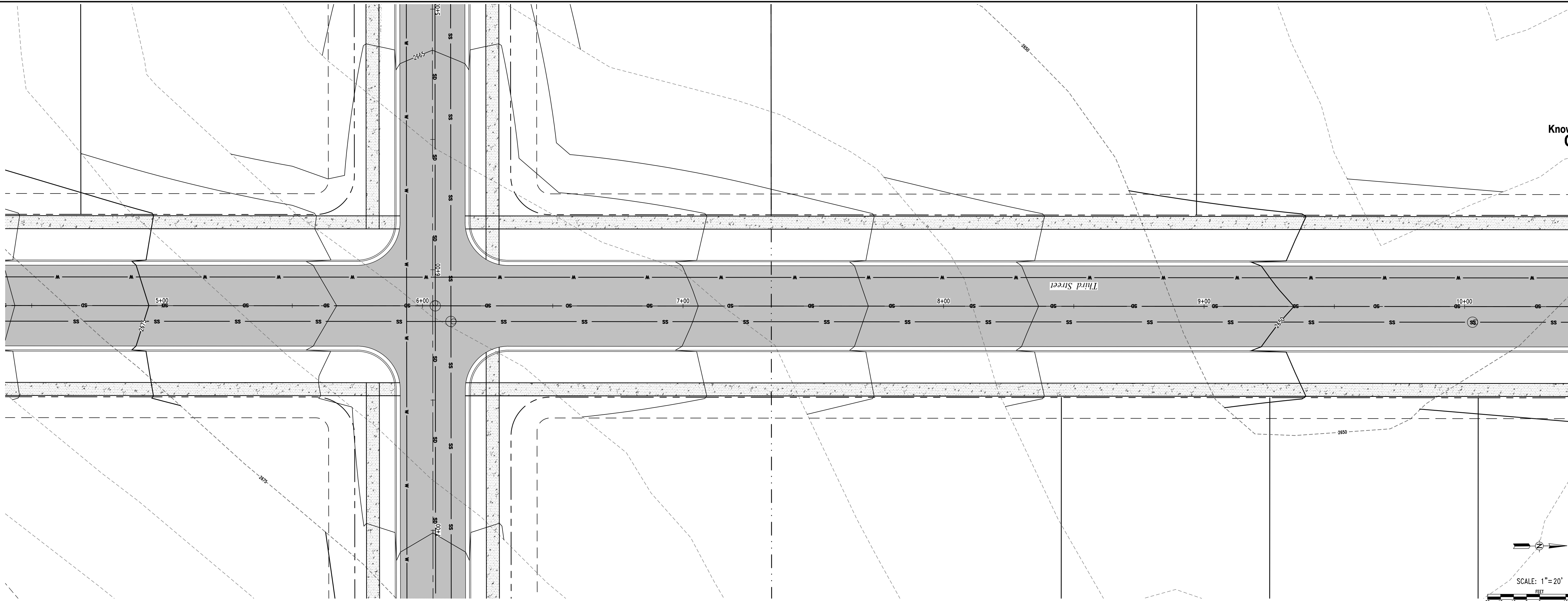
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PINE VIEW ADDITION TO THE CITY OF MOSCOW
PLAN AND PROFILE THIRD STREET STA 5+00-10+00
JOE JUSCEN
705 EAST 8TH STREET
MOSCOW, IDAHO 83843

Designed by:	SB
Drafted by:	SW
Checked by:	SB
File Name:	4410 PROFILE.dwg
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Plot Style:	PRIMARY.CTB
Project:	4410-02-21
Date:	2/2/2024

6 OF 9



PLAN AND PROFILE THIRD STREET STA 5+00-10+00



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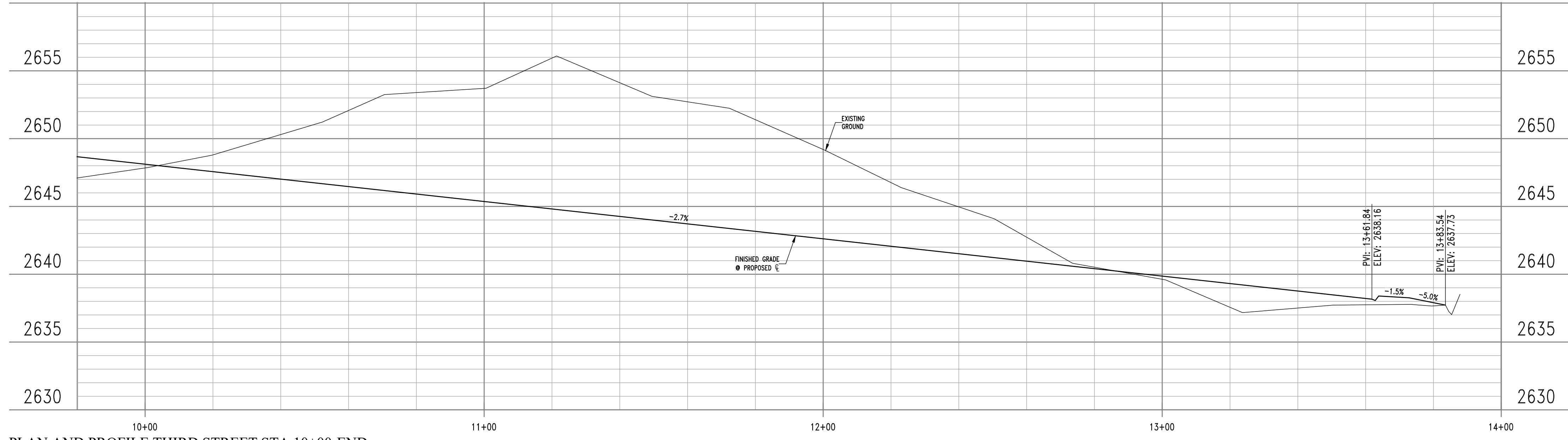
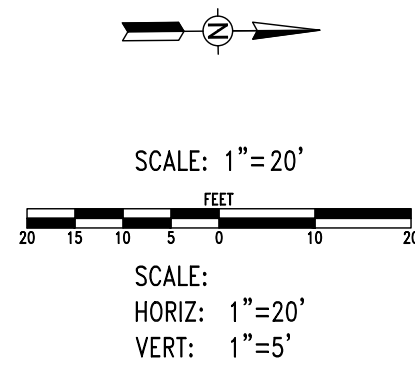
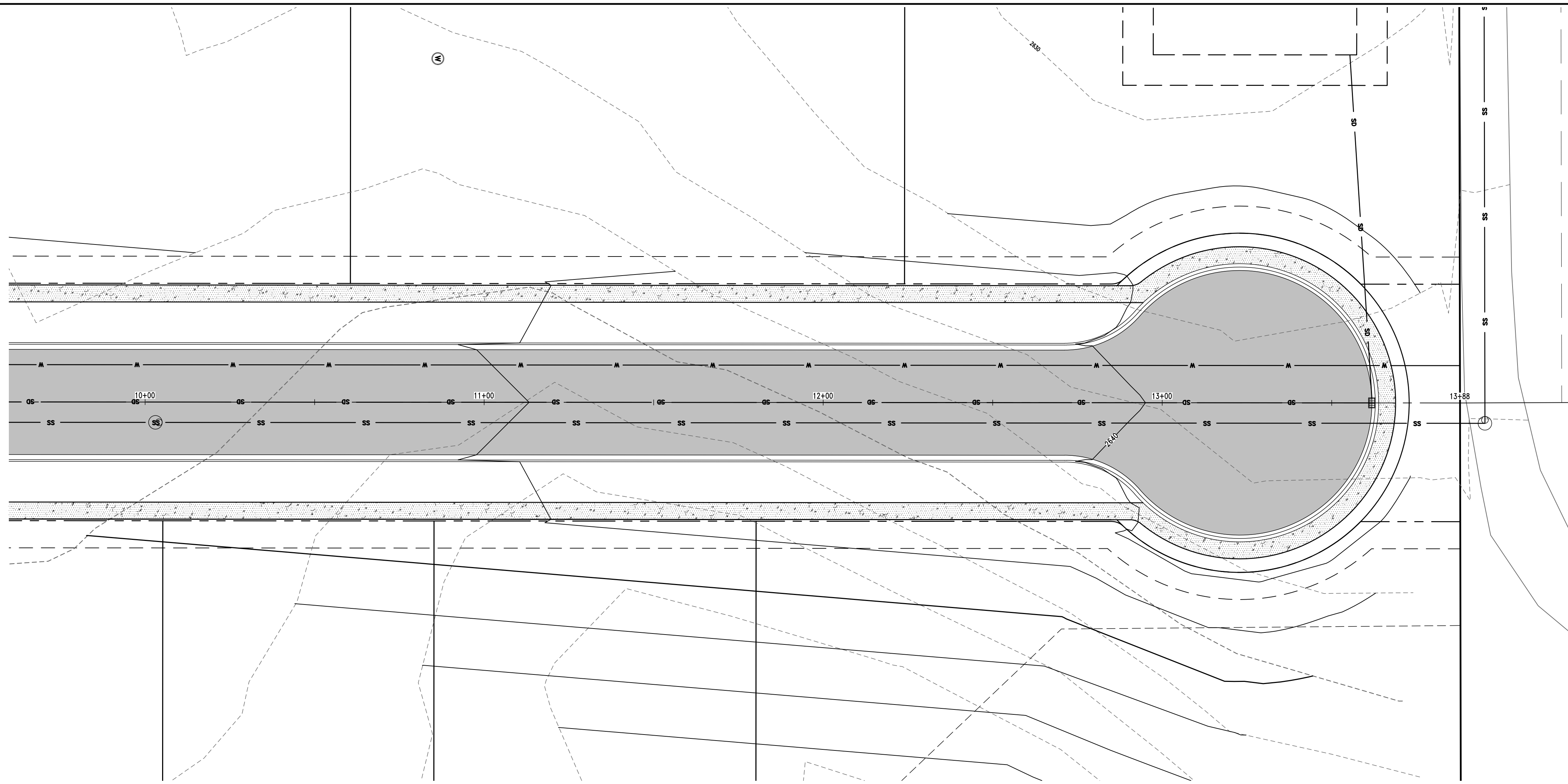
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NOT FOR
CONSTRUCTION

PINE VIEW ADDITION TO THE CITY OF MOSCOW
PLAN AND PROFILE THIRD STREET STA 10+00-END

JOE JUSCEN
705 EAST 8TH STREET
MOSCOW, IDAHO 83843

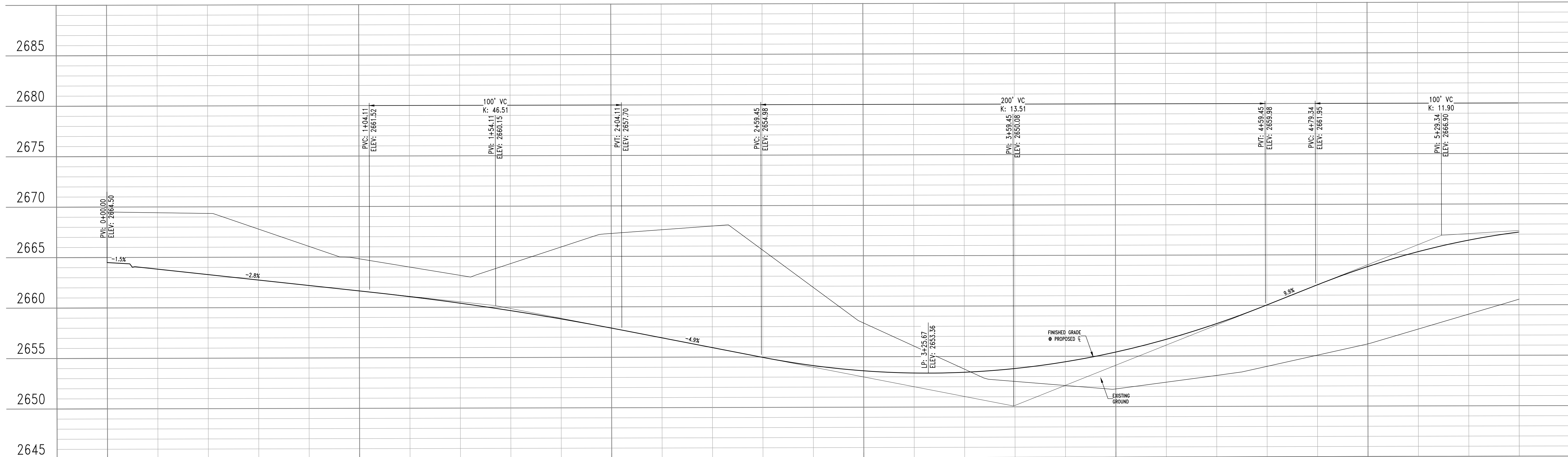
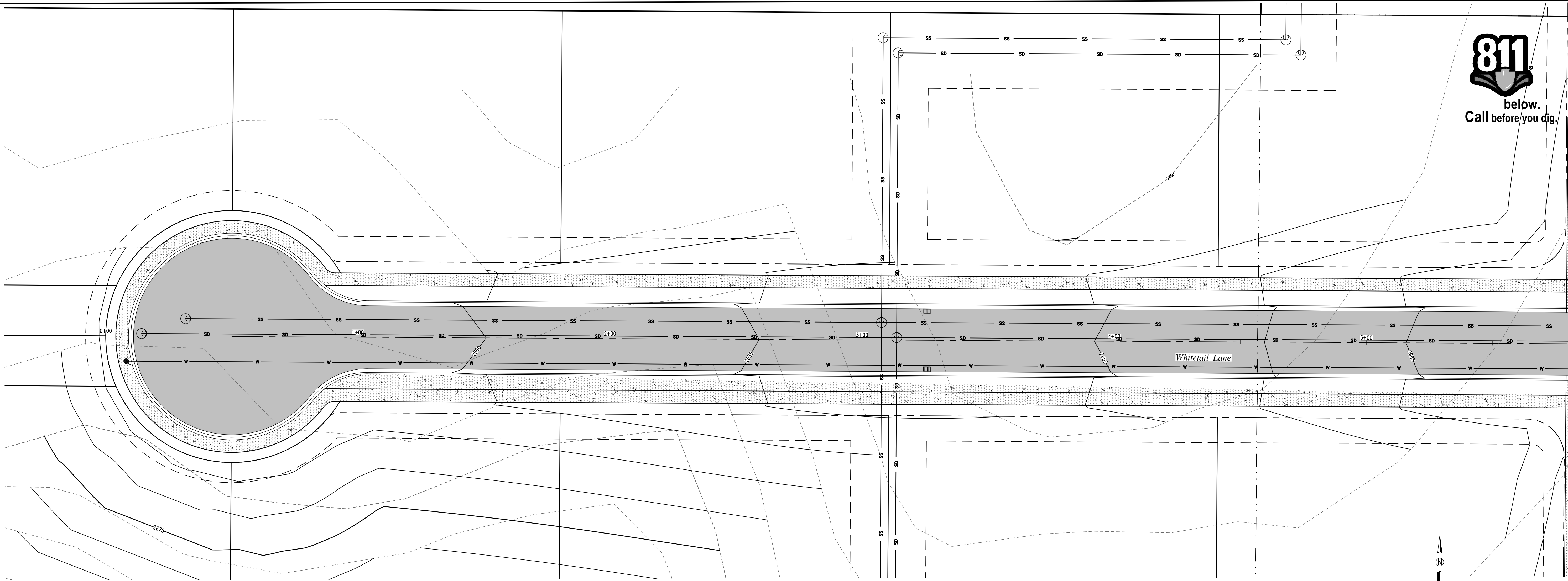
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Project:	4410-02-21
Date:	2/2/2024

7 OF 9



PLAN AND PROFILE THIRD STREET STA 10+00-END

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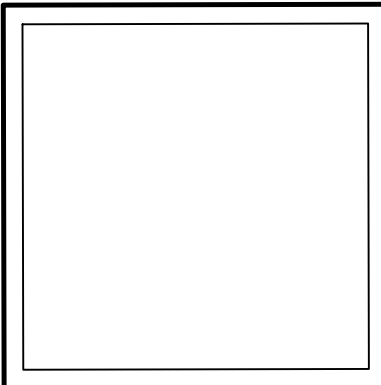


PLAN AND WHITETAIL LANE STA 0+00-5+50

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Engineers • Planners • Landscape Architects

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405 S. Washington Street
Moscow Idaho 83843
(208) 682-5520

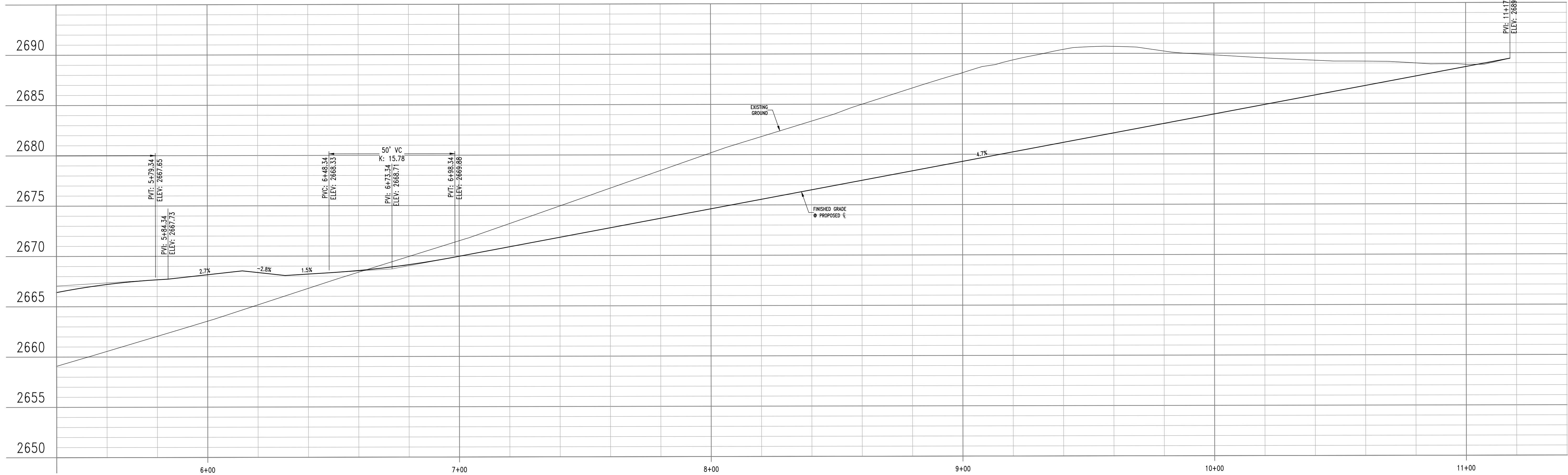
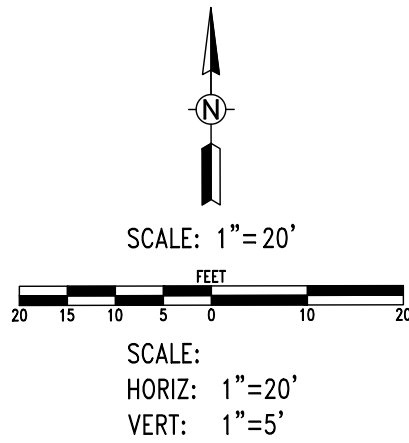
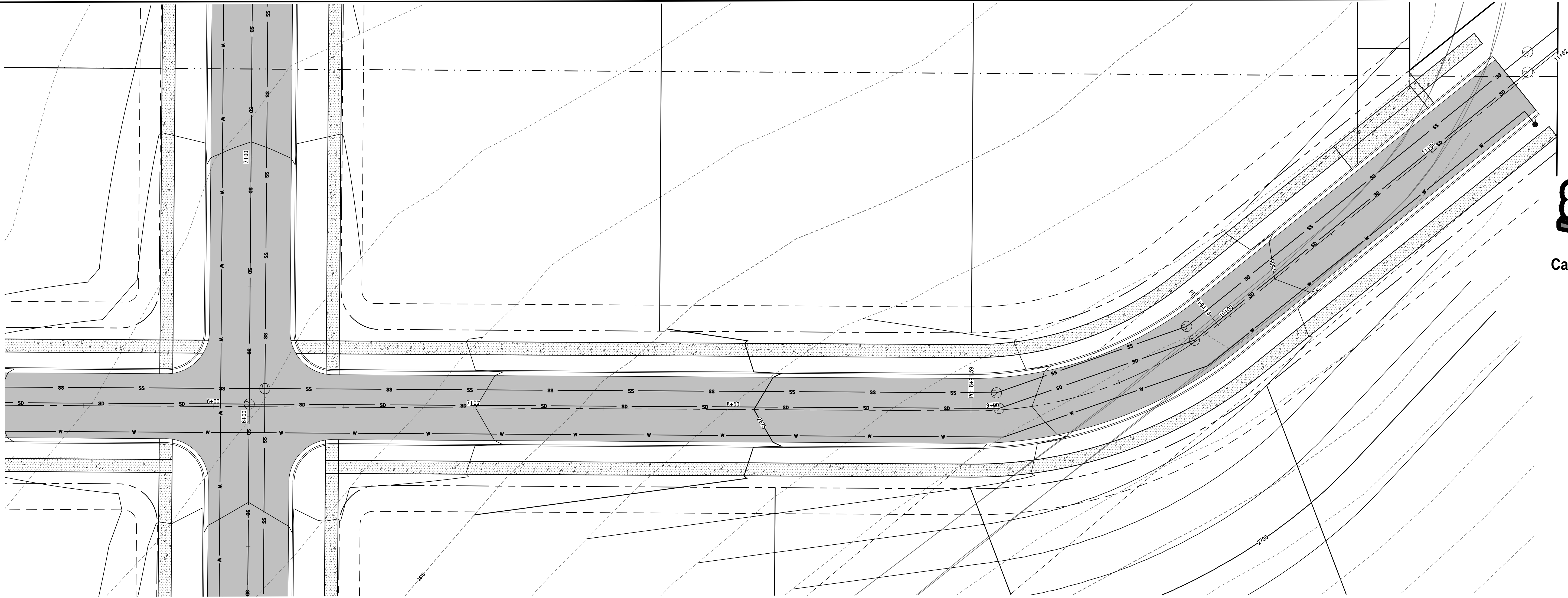
**PRELIMINARY
NOT FOR
CONSTRUCTION**



PINE VIEW ADDITION TO THE CITY OF MOSCOW
PLAN AND WHITETAIL LANE STA 0+00-5+50
JOE JUSCEN
705 EAST 8TH STREET
MOSCOW, IDAHO 83843

Designed By:	SB
Drafted by:	SW
Checked by:	SB
File Name:	4410 PROFILE.dwg
Tab:	NEW 1
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	4410-02-21
Date:	2/2/2024

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PLAN AND PROFILE WHITETAIL LANE STA 5+50-END

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CONSTRUCTION**

PINE VIEW ADDITION TO THE CITY OF MOSCOW
PLAN AND PROFILE WHITETAIL LANE STA 5+50-END
JOE JUSCEN
705 EAST 8TH STREET
MOSCOW, IDAHO 83843

Designed by:	SB
Drafted by:	SW
Checked by:	SB
File Name:	4410 PROFILE.dwg
Tab:	NEW 2
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4410-02-21
Date:	2/2/2024

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the following described real property situated in Latah County, Idaho, more particularly described as set forth on Exhibit A and Exhibit B, attached hereto, has been sold subject to the terms and conditions of an unrecorded ESCROW CONTRACT FOR THE SALE OF REAL PROPERTY dated as of July 1, 1994.

SELLER: Mark T. McGurkin and Pam McGurkin, husband and wife.

BUYER: Michael R. Fereday and Jennifer D. Fereday, husband and wife.

POSSESSION: Under the terms of said Escrow Contract for the Sale of Real Property Buyer is entitled to possession, use and occupancy of said property subject to certain restrictions, from the date of said contract so long as each and every covenant of said contract shall be faithfully performed by Buyer.

TITLE: Title to the property remains in Seller until the entire purchase price is fully paid. The right of Buyer to sell or convey said property or to assign, transfer, encumber or convey said contract, or any interest of Buyer in said property or said contract is restricted under the terms of said contract.

LIENS: Buyer has no right or authority to create or permit the imposition of any lien or encumbrance upon said property.

ESCROW AGENT: Moscow Title Company, Moscow, Idaho.

DATED this 18 day of July, 1994.

SELLER:

Mark T. McGurkin
Mark T. McGurkin

Pam McGurkin
Pam McGurkin

BUYER:

Michael R. Fereday
Michael R. Fereday

Jennifer D. Fereday
Jennifer D. Fereday

406294

STATE OF IDAHO)
) ss.
 County of Latah)

On this 18 day of July, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK T. MCGURKIN and PAM MCGURKIN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Shawna A. Spangler
 NOTARY PUBLIC for Idaho
 Residing at: Moscow
 My commission expires: 11-5-99

STATE OF IDAHO)
) ss.
 County of Latah)

On this 18 day of July, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL R. FEREDAY and JENNIFER D. FEREDAY, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Shawna A. Spangler
 NOTARY PUBLIC for Idaho.
 Residing at: Moscow
 My commission expires: 11-5-99

EXHIBIT A

March 21, 1994

McGurkin NE 1st Legal

A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the center $\frac{1}{4}$ corner of Section 9, thence along the longitudinal center section line S 89°36'47" E, 880.64 feet to the TRUE POINT OF BEGINNING.

Thence continuing along said longitudinal center section line S 89°36'47" E, 436.27 feet to the center East $\frac{1}{16}$ corner;

Thence S 0°29'38" W, 610.75 feet;

Thence S 50°00'00" W, 74.18 feet;

Thence North, 243.41 feet;

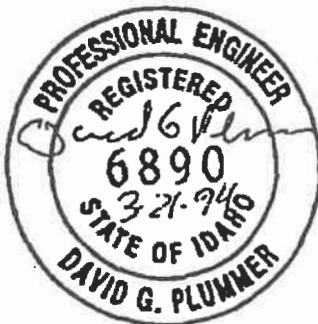
Thence N 29°00'00" W, 198.43 feet;

Thence S 89°00'00" W, 153.90 feet;

Thence N 43°00'00" W, 187.00 feet;

Thence North, 117.70 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 3.01 acres.



406294

EXHIBIT B

March 21, 1994

McGurkin Road Legal

A parcel of land located in the NE¼ SE¼ of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the center ¼ corner of Section 9, thence along the meridional center section line S 0°43'51" W, 989.45 feet to the TRUE POINT OF BEGINNING.

Thence S 87°38'51" E, 1.47 feet;

Thence along a curve to the right having a central angle of 10°28'02", a radius of 275.00 feet, an arc length of 50.24 feet, and a chord bearing of S 82°20'43" E;

Thence S 77°00'00" E, 753.01 feet;

Thence N 13°00'00" E, 55.13 feet;

Thence along a curve to the right having a central angle of 36°47'39", a radius of 250.00 feet, an arc length of 160.55 feet, and a chord bearing of N 31°23'50" E;

Thence N 50°00'00" E, 586.44 feet;

Thence S 0°29'30" W, 65.75 feet;

Thence S 50°00'00" W, 543.57 feet;

Thence along a curve to the left having a central angle of 36°47'39", a radius of 200.00 feet, an arc length of 128.44 feet, and a chord bearing of S 31°23'50" W;

Thence S 13°00'00" W, 85.13 feet;

Thence N 77°00'00" W, 802.91 feet;

Thence along a curve to the left having a central angle of 10°28'02", a radius of 225.00 feet, an arc length of 41.11 feet, and a chord bearing of N 82°20'43" W;

Thence N 0°43'51" E, 50.02 feet to the TRUE POINT OF BEGINNING.



406294

NO.

AT THE REQUEST OF:

James Westberg

DATE & HOUR:

7/19/94 4:43 P.M.

SUSAN PETERSEN

SALT LAKE COUNTY RECORDER

FEE \$ 12.00 BY E. Dahl Deputy

414 South Jefferson
Moscow, ID 83843

412761

DEED OF DEDICATION

MOSER ESTATES LAND TRUST, by and through its Trustees, and Mark Thomas McGurkin and Pamela J. McGurkin, husband and wife, GRANTORS, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and dedicate unto the CITY OF MOSCOW, a municipal corporation of the State of Idaho, GRANTEE, whose current address is 206 East Third Street, Moscow, Idaho 83843, the following-described real property, situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the SE 1/4 of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the center 1/4 corner of Section 9, thence along the meridional center section line S 0°43'51" W, 1039.47 feet to the northeast corner of Lot 10, Block 2 of Moser Estates Third Addition to the City of Moscow and the TRUE POINT OF BEGINNING.

Thence easterly, 10.01 feet along a curve to the right, (Delta = 2°33'00", Radius = 225.00 feet, Tangent = 5.01 feet, Chord Bearing S 86°18'14" E, 10.01 feet); thence S 0°43'51" W, 117.74 feet; thence S 77°00'00" E, 465.53 feet; thence S 54°54'38" E, 84.31 feet; thence S 17°41'40" E, 47.17 feet; thence S 60°04'39" W, 138.70 feet; thence S 29°55'21" E, 110.00 feet; thence S 60°04'39" W, 561.16 feet to a point on the meridional centerline of Section 9; thence N 0°20'01" E, 494.00 feet along the meridional centerline of Section 9 to the center south 1/16 corner; thence N 0°43'51" E, 266.98 feet along the meridional centerline of Section 9 to the TRUE POINT OF BEGINNING.

DATED this 26 day of May, 1995.

GRANTORS:

Mark T. McGurkin
Mark Thomas McGurkin,
a married man

Pamela J. McGurkin
Pamela J. McGurkin,
a married woman

Moser Estates Land Trust

By: Duward J. Moser
Duward J. Moser, Trustee

By: _____
Trustee

By: _____
Trustee

412761

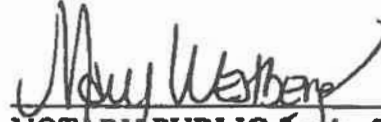
STATE OF IDAHO)

) ss.

COUNTY OF LATAH)

On this 25TH day of MAR, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Thomas McGurkin and Pamela J. McGurkin, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



NOTARY PUBLIC for the State of Idaho,

Residing at Moscow ID.My commission expires: 1/22/97

DEED OF DEDICATION

414400

WARRANTY DEED

Mark T. McGurkin and Pam McGurkin, husband and wife, Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Michael R. Fereday and Jennifer D. Fereday, husband and wife, Grantees, whose current address is 1620 Eskridge Blvd., S.E., Olympia, WA 98501, and to Grantees' heirs and assigns forever, all of the following described real property situated in Latah County, State of Idaho, set forth on Exhibit A and Exhibit B, attached hereto, together with all and singular the tenements, hereditaments and appurtenances thereto and subject to general property taxes for 1994 not yet due and payable.

Grantors, for themselves, their heirs and assigns, hereby covenant that they are the owners in fee simple of said premises and that they do warrant and will defend the quiet and peaceable possession of said premises by Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 18 day of July, 1994.

GRANTORS:

Mark T. McGurkin
Mark T. McGurkin

Pam McGurkin
Pam McGurkin

WARRANTY DEED

1

414400

STATE OF IDAHO

County of Latah

ss.

On this 18 day of July, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK T. MCGURKIN and PAM MCGURKIN, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Shawn A. Spang
 NOTARY PUBLIC for Idaho.
 Residing at: Moscow
 My commission expires: 11-5-99

WARRANTY DEED

2

EXHIBIT A

March 21, 1994

McGurkin NE Lot Legal

A parcel of land located in the NE¼ SE¼ of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the center ¼ corner of Section 9, thence along the longitudinal center section line S 89°36'47" E, 880.64 feet to the TRUE POINT OF BEGINNING.

Thence continuing along said longitudinal center section line S 89°36'47" E, 436.27 feet to the center East 1/16 corner;

Thence S 0°29'30" W, 610.75 feet;

Thence S 50°00'00" W, 74.78 feet;

Thence North, 243.41 feet;

Thence N 29°00'00" W, 190.43 feet;

Thence S 89°00'00" W, 163.90 feet;

Thence N 43°00'00" W, 187.00 feet;

Thence North, 117.70 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 3.01 acres.

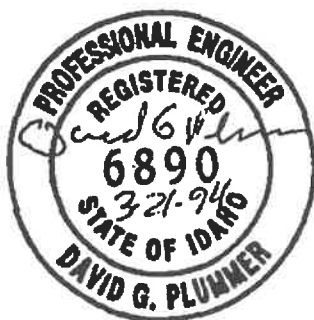


EXHIBIT B

March 21, 1994

McGurkin Road Legal

A parcel of land located in the NE¼ SE¼ of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the center ¼ corner of Section 9, thence along the meridional center section line S 0°43'51" W, 989.45 feet to the TRUE POINT OF BEGINNING.

Thence S 87°38'51" E, 1.47 feet;

Thence along a curve to the right having a central angle of 10°28'02", a radius of 275.00 feet, an arc length of 50.24 feet, and a chord bearing of S 82°20'43" E;

Thence S 77°00'00" E, 753.01 feet;

Thence N 13°00'00" E, 35.13 feet;

Thence along a curve to the right having a central angle of 36°47'39", a radius of 250.00 feet, an arc length of 160.53 feet, and a chord bearing of N 31°23'50" E;

Thence N 50°00'00" E, 586.44 feet;

Thence S 0°29'30" W, 65.75 feet;

Thence S 50°00'08" W, 543.57 feet;

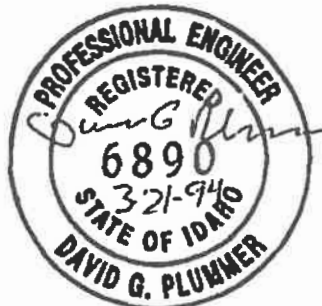
Thence along a curve to the left having a central angle of 36°47'39", a radius of 200.00 feet, an arc length of 128.44 feet, and a chord bearing of S 31°23'50" W;

Thence S 13°00'00" W, 85.13 feet;

Thence N 77°00'00" W, 802.91 feet;

Thence along a curve to the left having a central angle of 10°28'02", a radius of 225.00 feet, an arc length of 41.11 feet, and a chord bearing of N 82°20'43" W;

Thence N 0°43'51" E, 50.02 feet to the TRUE POINT OF BEGINNING.



414400

NO.

AT THE REQUEST OF:

MOSCOW TITLE, INC

DATE & HOUR:

8/15/95

4:22 P.M.

SUSAN PETERSEN
LATAH COUNTY RECORDER

FEE \$ 12.00

BY

4/1

MOSCOW TITLE, INC

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Juscen Annexation, Rezone and Subdivision

WHEN: Thursday, October 5, 2023 @ 5:00 pm

WHERE: Latah County Fairgrounds, **Grange Meeting Room**, 1021 Harold St, Moscow

WHAT: You are invited to a neighborhood meeting regarding a residential development for the Juscen subdivision located at the east end of Moser Street and connecting 3rd Street to the north end of the property. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through October 5, 2023. All questions and comments will be recorded and submitted to the city as part of the annexation, rezone and subdivision request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Sincerely,

Scott Becker, PE
Project Manager
Hodge and Associates, Inc.

D STREET TREEFARM, LLC
1011 80TH AVE NE
MEDINA, WA 98039

SCHWARZLAENDER, MARK
118 PANORAMA DR
MOSCOW, ID 83843

CHOPIN, MARC
124 PANORAMA DR
MOSCOW, ID 83843

CAMPOS, LINDA
130 PANORAMA DR
MOSCOW, ID 83843

ITANI QUALITY HOMES INC
1515 SW WADLEIGH DR
PULLMAN, WA 99163

PEARSON WASHINGTON RENTALS LLC
203 PANORAMA DR
MOSCOW, ID 83843

PLANAGAN REVOCABLE TRUST
206 PANORAMA DR
MOSCOW, ID 83843

VETTRUS LIVING TRUST
209 PANORAMA DR
MOSCOW, ID 83843

MILLER, CRAIG
213 ROSE CT
MOSCOW, ID 83843

PIEPER, REX
215 PANORAMA DR
MOSCOW, ID 83843

ANDERSON, ANNE
218 PANORAMA DR
MOSCOW, ID 83843

RYCH, GLENN
218 ROSE CT
MOSCOW, ID 83843

PICKARD, MICHAEL
221 PANORAMA DR
MOSCOW, ID 83843

WANAMAKER, NANCY
2284 MOSER ST
MOSCOW, ID 83843

ROSALES, JUAN
2331 MOSER ST
MOSCOW, ID 83843

HATHAWAY, DAVID
2336 HENRY CT
MOSCOW, ID 83843

SACK, RONALD
2338 MOSER ST
MOSCOW, ID 83843

SHARMA, BAL
2341 HENRY CT
MOSCOW, ID 83843

KLOWDEN, J MARC
2356 MOSER ST
MOSCOW, ID 83843

HULL, RICHARD
2357 MOSER ST
MOSCOW, ID 83843

WINTERBOTTOM REVOCABLE TRUST
2364 HENRY CT
MOSCOW, ID 83843

SPELLMAN, EMILY
2367 HENRY CT
MOSCOW, ID 83843

BERG, JAMIE
2373 MOSER ST
MOSCOW, ID 83843

SHRESTHA, DEV
2374 MOSER ST
MOSCOW, ID 83843

KIRCHNER, KEVIN
2415 MOSER ST
MOSCOW, ID 83843

WILLIAMS, DAVID
2459 MOSER ST
MOSCOW, ID 83843

STEELE, KYLE
2475 E D ST
MOSCOW, ID 83843

ZUBA, JAMES
251 ROSE CT
MOSCOW, ID 83843

PRESTWICH, JOHN
2513 E D ST
MOSCOW, ID 83843

HARRIS, LAWRENCE
2521 MOSER ST
MOSCOW, ID 83843

JAHNS, ROBERT
2542 MOSER ST
MOSCOW, ID 83843

SHELDEN, ERIC
2547 MOSER ST
MOSCOW, ID 83843

HILL, JOHN
2568 MOSER ST
MOSCOW, ID 83843

BRUCE, RICHARD
2573 MOSER ST
MOSCOW, ID 83843

LOPEZ, FELIX
2901 MOSER ST
MOSCOW, ID 83843

FEREDAY, MICHAEL
2931 MOSER ST
MOSCOW, ID 83843

BOHACH REVOCABLE LIVING TRUST
300 ROSE COURT
MOSCOW, ID 83843

OLANIE, AARON
306 PANORAMA DR
MOSCOW, ID 83843

HUNT, CARL
309 PANORAMA RD
MOSCOW, ID 83843

YAHVAH, MATTHEW
312 PANORAMA DR
MOSCOW, ID 83843

HERMANN, DIANE
315 PANORAMA DR
MOSCOW, ID 83843

BIELLENBERG, ADINA
321 PANORMA DR
MOSCOW, ID 83843

STEWART, MICHAEL
338 MEADOWLARK LN
MOSCOW, ID 83843

DALE, DUANE
345 MEADOWLARK LN
MOSCOW, ID 83843

ASKER, STEVEN
379 MEADOWLARK LN
MOSCOW, ID 83843

CRAPUCHETTES, JONATHAN
406 PANORAMA DR
MOSCOW, ID 83843

HUNT, CARL
409 PANORAMA DR
MOSCOW, ID 83843

WILD, MARGARET ANN
415 PANORAMA DR
MOSCOW, ID 83843

MC VEY, ROGER
467 MEADOWLARK LN
MOSCOW, ID 83843

EVANGELICAL LUTHERAN
640 N EISENHOWER ST
MOSCOW, ID 83843

MOSCOW SCHOOL DISTRICT #281
650 N CLEVELAND ST
MOSCOW, ID 83843

MC GURKIN, PAM
705 E EIGHTH ST
MOSCOW, ID 83843

RYAN, NOREEN
776 FAIRVIEW DR
MOSCOW, ID 83843

HICKE, JEFFREY
824 E FIRST ST
MOSCOW, ID 83843

K4 LLC
PO BOX 8308
MOSCOW, ID 83843

GREEN, CASEY
PO BOX 8574
MOSCOW, ID 83843

RHEINGANS, PHILLIP
PO BOX 8986
MOSCOW, ID 83843

BUSH, STEPHEN
PO BOX 9144
MOSCOW, ID 83843

DIAL, SAM
PO BOX 9202
MOSCOW, ID 83843

CYW PNW PROPERTIES LLC
PO BOX 9780
MOSCOW, ID 83843

Juscen Development Neighborhood Meeting No. 2

Neighborhood Meeting Minutes

Tuesday, October 5, 2023; 5:00pm

Presenter: Scott Becker, PE; Hodge & Associates, Inc

Developer: Joe and Pam Juscen

Meeting Location: Latah County Fairgrounds, Grange meeting room

Attendance: 10 neighbors were in attendance including the developer

Meeting Purpose

The introduction and discussion of the proposed Juscen development at the east end of Moser Street

Meeting

The meeting was called to order at 5:00pm and was open to the neighbors.

Scott Becker opened the meeting by introducing a general overview of the project. He presented the propose Annexation-Rezone-Plat for the project discussing the general size of the project, street connectivity and lot size. The project is a 40-lot subdivision with an average lot size of 19,192 SF.

Open Discussion Points:

1. D Street – Discussion from the neighbors in attendance began with possible extension of D Street. Scott explained that the owner of the Tree Farm was vehemently apposed to development of the road or even a path along the property connecting the development to McDonald School.
2. Development Restrictions – Question of whether the developers would restrict home heights to protect views. Scott explained the home construction would conform to City regulations but not be otherwise restricted.
3. Tree Farm – How will the tree farm be affected by the project? Will it be fenced off? Scott explained the Tree Farm will become more isolated to the general public and the lots are developed around it. There is no plan to construct a fence or create an easement to the property.
 - Can the City use eminent domain to get the right of way necessary to construct D Street? Scott said this is out of his area of expertise, but said in the past the City has been very reluctant to exercise that option.

4. Grading – Will the intersection of Third Street and Moser Street be dramatically changed? Scott said the grading has not been finalized but all efforts will be made to minimize the grading throughout the site. The large lot plan will make it easier to stick to that plan.

With no other specific questions, the neighbors were invited to come up to the front and look closer at the plan, meet the developers and encourage to submit any additional questions they may have. At 5:45 the meeting was officially adjourned.

Attached is a copy of the attendance sheet.

Respectfully,

Scott Becker, PE

Hodge & Associates, Inc

Meeting Attendance Sheet

Project Name: Juscen Development
 Project Number: 4410
 Meeting Type: Neighborhood Meeting
 Meeting Location: Latah County Fairgrounds
 Meeting Time: October 5, 2023, 5:00 PM

Name	Contact Information
JOS JUSCEN	
PAM JUSCEN	
CAROLYN BOHACH	cbohach@uidaho.edu 208-596-1747
Carolyn Todd	carolyn.todd@gmail.com
Pam Vander Zanden	pamva.113@hotmail.com 208 596-6329
Jim Vander Zanden	vzjmay@yahoo.com 208-596-6661
John Prestwich	jdprestwich@gmail.com 883-3748
CLIFF TODD Rep: Ch. Pi Wang	cliff.todd@gmail.com,
MICHAEL FELESAF	feleday@moscow.com.



MARCH 21ST, 2024

TO: MIKE RAY, PLANNING MANAGER

FROM: TODD DRAGE, ENGINEERING TECHNICIAN

SUBJECT: PINE VIEW ADDITION PRELIMINARY PLAT REVIEW

CC: JENNIFER FLEISCHMAN, ADMINISTRATIVE ASSISTANT & DEPUTY CITY CLERK

Upon reviewing the preliminary plat for the proposed Pine View Addition, the Engineering Division has the following comments and recommendations:

Comments

1. The Pine View Addition Preliminary Plat lists several notes on Page 1 describing the need for easement and property transfers. Additionally, the City had several comments pertaining to potential discrepancies with the existing easements and right-of-way as shown during the review of the plat. Said transfers and discrepancies will need to be completed or resolved prior to final platting.
2. The termination of Moose Drive ends in a cul-de-sac. Since the cul-de-sac is adjacent to a stormwater parcel that will be dedicated to the City, we recommend revising the cul-de-sac to a bulb-out design to straighten the lot frontage of Lot 9, Block 3 and construct the entire cul-de-sac on the stormwater parcel, which also serves as access to the detention pond located on-site.

Recommendations

1. This Addition is on the perimeter of the City and is outside the modeled scope of the City's Comprehensive Water Plan. As a result, to support the Will Serve letter required by the Idaho Department of Environmental Quality (IDEQ) the City will need to have the Addition modeled to verify it can supply domestic pressures per IDEQ requirements and fire flow per International Fire Code requirements. This modeling is currently underway and will inform any deficiencies that will need to be accounted for in the Addition's design.
2. The Pine View Addition property was modeled in the City's Comprehensive Sewer Plan 2030 peak hour flow projection. City's Comprehensive Sewer Plan (Plan) specifies that the city can provide sanitary sewer service to this Addition. However, the 2030 projection shows the sewer main segment at the "D Street Canal Crossing" surcharging when 2,300 additional upstream equivalent residential units (ERUs) are added to the main. As civil plans are finalized, the applicant will need to work with the City to calculate the ERUs the Addition will be adding to this main and, if that segment is surcharged as a result of the Addition's additional flow contribute to the replacement of the D Street Canal Crossing segment.
3. Latah County Instrument No. 412000 has specific language pertaining to the requirement of Improvements along the frontage of the two existing parcels at the current eastern extent of Moser Street. Applicant will need to construct the improvements required in Inst No. 41200.

4. The applicant shall be required to conduct a detailed stormwater discharge analysis to include any mitigation actions necessary to ensure that the stormwater facility shall have no downstream adverse impacts subject to the approval of the City Engineer.
5. Moser Street is currently shown terminating to the east without an emergency turnaround. An emergency vehicle turnaround will need to be provided and the road, improvements, and utilities will need to be extended to the adjacent parcel.
6. Utilities
 - a. The applicant shall provide adequate access to at least every other manhole for the sanitary sewer and storm sewer mains for maintenance.
 - b. As currently designed, the subdivision creates a cul-de-sac at the termination of Whitetail Lane. To increase water quality and add redundancy to this area, please loop the waterline from Whitetail Lane to Moser Street.



City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

Date: March 21, 2024

Re: Parkland Dedication Requirements for the proposed Pine View Subdivision.

As part of the subdivision process, this proposed subdivision falls under the requirements of the parkland dedication codes of the City. However, the parkland dedication requirements have previously been satisfied.

The parkland dedication requirements for the proposed Pine View Subdivision were previously met with a parkland dedication of 1.37 acres to the City of Moscow. The 1.37 acres were added to Moser Park per an McGurkin Development Agreement dated October 3, 1994 (Exhibit A).

VI. PARKLAND DEDICATION.

A. DEVELOPER agrees to dedicate 1.37 acres of land to CITY owned by DEVELOPER as described on EXHIBIT F attached hereto and incorporated herein by this reference. It is further agreed that said dedication will satisfy all of the CITY'S requirements regarding DEVELOPER'S obligations under the parkland dedication section of the CITY'S subdivision ordinance relating to the Property and DEVELOPER'S adjacent property upon the latter's annexation to the CITY, when and if such annexation occurs.

With this being the case, no further parkland dedication is required.

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

MCGURKIN DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 31st day of October, 1994, by and between MARK T. MCGURKIN and PAM MCGURKIN, husband and wife ("DEVELOPER"), being owner and developer of real property which is affected by this Agreement, and the City of Moscow, a municipal corporation of the State of Idaho ("CITY");

RECITALS:

A. DEVELOPER owns real property within the CITY more particularly described on Exhibit A attached hereto, being McGurkin Parcel A containing 13,745 square feet, and on Exhibit B attached hereto, being McGurkin Parcel B containing 9,390 square feet, both parcels being described on Exhibit C attached hereto on a plat map of Parcel A and B and adjoining Moser Street; all located in the City of Moscow, Latah County, State of Idaho (McGurkin Parcel A, McGurkin Parcel B and adjoining Moser Street with the CITY are collectively referred to as the "Property").

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

C. DEVELOPER desires to proceed with improvements to the Property to develop McGurkin Parcel A and McGurkin Parcel B for sale and to dedicate parkland to meet the CITY's requirements under the parkland dedication Section of the CITY's subdivision ordinance and for DEVELOPER's anticipated single family residential development on the remainder of the real property owned by DEVELOPER adjacent to the Property, which real property, including the legal description of the Property, is more particularly

described on Exhibits D and E attached hereto (collectively referred to as the "DEVELOPER'S adjacent property").

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

- I. **PROPERTY AFFECTED:** This Agreement affects the Property which is legally described as set forth on Exhibit A ("Parcel A") and Exhibit B ("Parcel B") and as shown on the plat attached hereto as Exhibit C and, to the extent of DEVELOPER'S dedication of parkland to the CITY as provided below, may benefit DEVELOPER'S adjacent property.
- 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 and to the Property in accordance with approved plans in and to CITY standards, under the terms of this Agreement at or prior to the time that DEVELOPER undertakes platting and development of DEVELOPER'S real property adjacent to Parcel A and Parcel B. CITY and DEVELOPER understand and agree that, because of existing public improvements in the vicinity, construction and occupancy of residences on Parcel A and Parcel B can occur without need of additional public improvements on the Property and that DEVELOPER intends to sell Parcel A and Parcel B for construction of residences without these additional public improvements. DEVELOPER shall notify any purchasers of Parcel A and Parcel B of this intention and 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 fifty (50) years.
- IV. **PERMITS:** The parties agree that, upon DEVELOPER'S establishment of the account described in paragraph V below and upon payment of proper permit and utility connection fees, building permits may be issued for Parcel A and Parcel B.
- V. **SECURITY:** DEVELOPER agrees to provide security for installation of the required public improvements for the Property by depositing the sum of \$10,980.00 into a cash or cash equivalent account established at a federally chartered financial institution in CITY'S name, which shall secure the full and complete performance of DEVELOPER'S obligations under this Agreement and, upon default by DEVELOPER hereunder, the CITY shall have the absolute right to apply the account proceeds, or so much thereof as may be necessary, to complete

installation of the public improvements required hereunder and pay or release remaining account proceeds, if any, to DEVELOPER. In the event that DEVELOPER completes the installation of the public improvements required hereunder, CITY shall immediately pay or release the entire account proceeds to DEVELOPER.

VI. PARKLAND DEDICATION.

A. DEVELOPER agrees to dedicate 1.37 acres of land to CITY owned by DEVELOPER as described on EXHIBIT F attached hereto and incorporated herein by this reference. It is further agreed that said dedication will satisfy all of the CITY's requirements regarding DEVELOPER's obligations under the parkland dedication section of the CITY'S subdivision ordinance relating to the Property and DEVELOPER'S adjacent property upon the latter's annexation to the CITY, when and if such annexation occurs.

B. 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.

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

VII. 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.

VIII. FAILURE TO COMPLY: If either party fails to comply with any term of this Agreement, the other party, after twenty (20) days written notice, may seek specific performance of the Agreement or take any other action available at law or in equity.

IX. BINDING ON HEIRS, ASSIGNS AND PURCHASERS: This agreement shall be binding upon the heirs, successors, assigns and purchasers of and from the parties and shall run with the land and bind the real property affected hereby.

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

DEVELOPER:

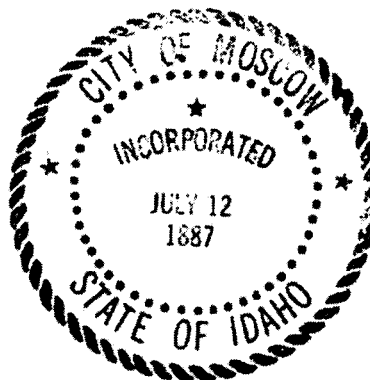
Mark T. McGurkin
Mark T. McGurkin
Pam McGurkin
Pam McGurkin

FOR THE CITY:

Paul Agidius
Paul Agidius, Mayor

ATTEST:

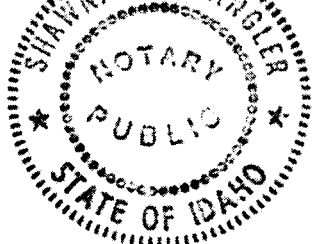
Elaine Russell
Elaine Russell, City Clerk



STATE OF IDAHO)
) ss
County of Latah)

On this 29th day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK T. MCGURKIN and PAM MCGURKIN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Shawna A. Spore
NOTARY PUBLIC for Idaho
Residing at Moscow.
My commission expires: 11-5-99

STATE OF IDAHO)
) ss.
County of Latah)

On this 20th day of April, 1995, 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.

Marilyn E. Coleman
NOTARY PUBLIC for Idaho
Residing at Moscow Idaho
My commission expires: April 24, 1999

August 26, 1994

EXHIBIT A

Legal Description - McGurkin Parcel A

A parcel of land located in the NW¼ SE¼ Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the center of said Section 9; thence S 0°43'51" W, 861.58 feet along the meridional centerline of said Section 9 to the TRUE POINT OF BEGINNING.

Thence S 77°00'00" E, 126.86 feet;

Thence S 13°00'00" W, 120.00 feet;

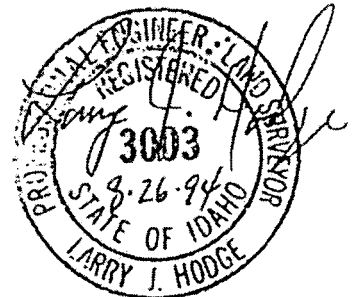
Thence N 77°00'00" W, 48.29 feet;

Thence westerly 50.24 feet along a curve to the left (Delta = 10°28'02", R = 275.00 feet, T = 25.19 feet; Chord bearing N 82°20'43" W, 50.17 feet);

Thence N 87°38'51" W, 1.48 feet to the SE corner of Lot 2 Block 2 of Moser Estates Third Addition to the City of Moscow;

Thence N 0°43'51" E, 127.87 feet along the meridional centerline of said Section 9 to the TRUE POINT OF BEGINNING.

Parcel contains 13,745 square feet.



August 26, 1994

EXHIBIT B

Legal Description - McGurkin Parcel B

A parcel of land located in the NW¼ SE¼ Section 9, T39N R5W BM and being more particularly described as follows

Beginning at the center of said Section 9; thence S 0°43'51" W, 1039.47 feet along the meridional centerline of said Section 9; thence easterly 10.01 feet along a curve to the right (Delta=2°33'00", R=225.00 feet, T=5.01 feet, Chord Bearing=S 86°18'14" E, 10.01 feet) to the TRUE POINT OF BEGINNING.

Thence continuing along said curve 31.09 feet (Delta=7°55'02", R=225.00 feet, T=15.57 feet, Chord Bearing S 81°04'13" E, 31.06 feet);

Thence S 77°00'00" E, 61.56 feet;

Thence S 13°00'00" W, 117.26 feet;

Thence N 77°00'00" W, 67.53 feet;

Thence N 0°43'51" E, 117.74 feet to the TRUE POINT OF BEGINNING.

Parcel contains 9390 square feet.

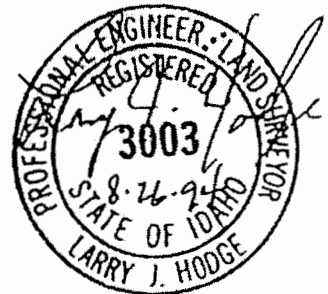
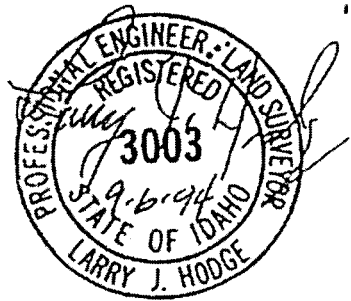
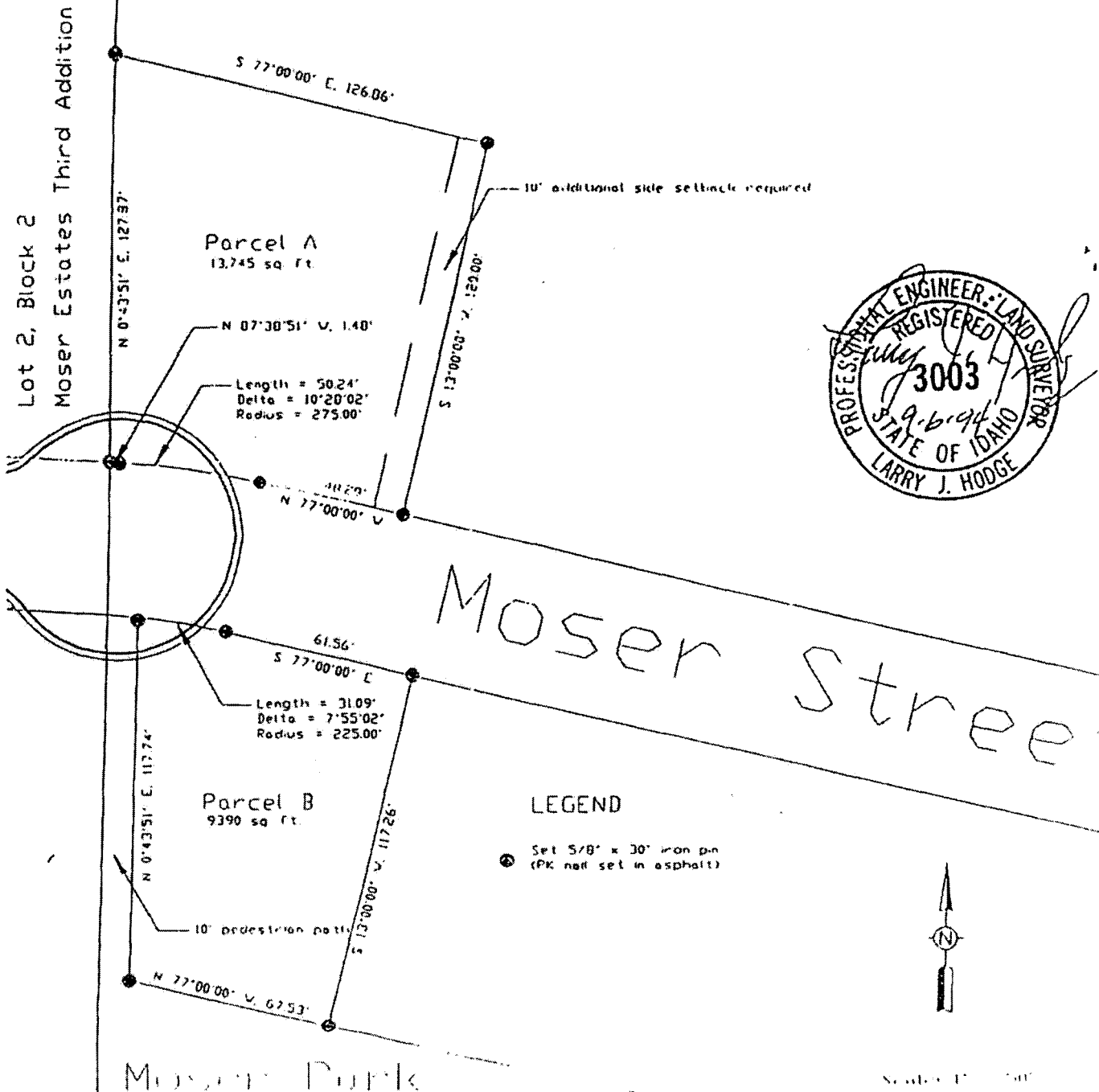


EXHIBIT C

McGurkin Lot Divisions

September 1994



Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects

P.O. Box 8728
125 E. Third Street
Moscow, Idaho 83843
(208) 882-3520

June 1, 1993

EXHIBIT D

Legal Description - Moser 20 Acre Parcel A

A parcel of land located in the NW¼ SE¼ of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the southwest corner of the NW¼ SE¼ of Section 9, said point being a Latah County brass cap monument and the TRUE POINT OF BEGINNING,

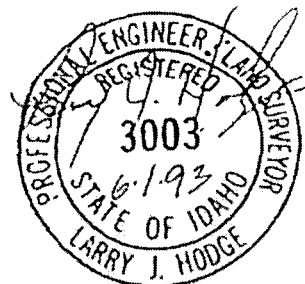
Thence N 0°43'51" E, 653.22 feet along the west line of said NW¼ SE¼ of Section 9;
Thence S 89°33'35" E, 659.81 feet;
Thence N 0°36'39" E, 653.84 feet to a point on the north line of the NW¼ SE¼ of Section 9;
Thence along said north line S 89°36'47" E, 658.46 feet to the northeast corner of the NW¼ SE¼ of Section 9;
Thence S 0°29'30" W, 603.05 feet along the east line of said NW¼ SE¼;
Thence leaving said line N 89°33'35" W, 599.71 feet;
Thence S 0°36'39" W, 705.29 feet to a point on the south line of said NW¼ SE¼;
Thence along said south line N 89°30'22" W, 721.18 feet to the TRUE POINT OF BEGINNING.

Parcel contains 20.00 acres.

Subject to a 50 foot wide access easement centered over the following described line:

Beginning at the southwest corner of the NW¼ SE¼ of Section 9; thence N 0°43'51" E, 280.21 feet along the west line of the NW¼ SE¼ of Section 9 to the TRUE POINT OF BEGINNING.

Thence S 77°55'18" E, 735.27 feet to the end of this easement.



June 1, 1993

EXHIBIT E

Legal Description - McGurkin Parcel B

A parcel of land located in the SE¼ of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the southwest corner of the NW¼ SE¼ of Section 9, said point being a Latah County brass cap monument; thence S 89°30'22" E, 361.5 feet along the south line of the NW¼ SE¼ to the TRUE POINT OF BEGINNING.

Thence continuing along said line S 89°30'22" E, 359.68 feet;

Thence N 0°36'39" E, 705.29 feet;

Thence S 89°33'35" E, 599.71 feet to a point on the east line of the NW¼ SE¼;

Thence along said east line S 0°29'30" W, 705.85 feet to the southeast corner of the NW¼ SE¼;

Thence continuing S 0°29'30" W, 60.00 feet;

Thence N 89°30'22" W, 960.70 feet;

Thence N 0°20'04" E, 60.00 feet to the TRUE POINT OF BEGINNING.

Parcel contains 11.05 acres.

Subject to a 60 foot wide access easement centered over the following described line:

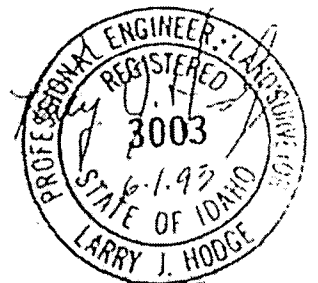
Beginning at the southwest corner of the NW¼ SE¼ of Section 9; thence S 89°30'22" E, 691.18 feet to the TRUE POINT OF BEGINNING.

Thence S 0°36'39" W, 60.00 feet to the end of this easement.

Together with a 50.00 foot wide access easement centered over the following described line:

Beginning at the southwest corner of the NW¼ SE¼ of Section 9; thence N 0°43'51" E, 280.21 feet along the west line of the NW¼ SE¼ of Section 9 to the TRUE POINT OF BEGINNING.

Thence S 77°55'18" E, 735.27 feet to the end of this easement.



August 26, 1994

EXHIBIT F

McGurkin Park Dedication

A parcel of land located in the W 1/2 SE 1/4 of Section 9, T39N R5W BM and being more particularly described as follows:

Beginning at the center of said Section 9; thence S 0°43'51" W, 1039.47 feet along the meridional centerline of said Section 9 to the TRUE POINT OF BEGINNING.

Thence Easterly, 10.01 feet along a curve to the right (Delta = 2°33'00", Radius = 225 feet, Tangent = 5.01 feet, Chord Bearing S 86°18'14"E, 10.01 feet);

Thence S 0°43'51" W, 117.74 feet;

Thence S 77°00'00" E, 465.53 feet;

Thence S 54°54'38" E, 84.31 feet;

Thence S 17°41'40" E, 47.17 feet;

Thence S 60°04'39" W, 30.00 feet;

Thence N 89°30'22" W, 161.69 feet;

Thence N 0°20'04" E, 60.00 feet;

Thence N 89°30'22" W, 361.50 feet to a point on the meridional centerline of said Section 9;

Thence N 0°43'51" E, 266.98 feet along the meridional centerline of said Section 9 to the TRUE POINT OF BEGINNING.

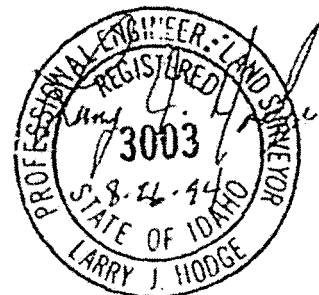
Said parcel contains 1.37 acres.

TO: "Perfection" (LEAH)
FROM: "Flawless" (D. KLATT)

DEED # 412761 DOES HAS BOTH
PARCELS INCLUDED TO MARY MOSEK
PARK, BUT CONTAINS 5.05 ACRES.
ONLY THE MCGURKIN PORTION HAS
1.37 ACRES. (EXHIBIT F IS FOR THIS
PORTION)

632107 KSRPP INC.

Does deed include
both Moser &
McGurkin?
Talk to Klatt



Jennifer Fleischman

From: Michael Ray
Sent: Monday, April 22, 2024 3:54 PM
To: Jennifer Fleischman
Subject: FW: Objections to Pine View pedestrian easement

Follow Up Flag: Follow up
Flag Status: Flagged

From: Swim Run <cpwang425@gmail.com>
Sent: Monday, April 22, 2024 7:57 AM
To: Michael Ray <mray@ci.moscow.id.us>
Cc: scottbecker@moscow.com
Subject: Objections to Pine View pedestrian easement

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Dear Mr. Ray:

We respectfully request removal of the pedestrian easement that extends northward and terminates at our treefarm. Please share our concerns with City Council members for their consideration.

We understand that the City has authority to place easements on the Pine View development and that the pedestrian easement applies only to the Pine View development. However, there are unintended consequences that will adversely affect our treefarm.

1. The pedestrian easement will provide an access point to the treefarm and would be an invitation for people to trespass.
2. We appreciate your offer to have the Parks Department post signs at the entrance and end of the pathway. But we are concerned that people will ignore the signs and shortcut across the treefarm.
3. The treefarm is a working farm. There will be crews cutting, hauling, and operating machinery. In the future there may be controlled burns. Uninvited people would be hazardous to themselves and to crew members.
4. We will post "Private Property" and "No Trespassing" signs on the treefarm, but we are aware that signs can be ignored.
5. We will install a fence on our property at the pedestrian entrance to the treefarm from the Pine View development, but fences can be climbed, cut, and damaged.
6. We no longer live on this farm, which was our childhood home, and cannot monitor and ask for police enforcement of trespassers.

We respectfully ask for removal of the pedestrian easement that leads directly into the treefarm.

In the event that the pedestrian easement is retained we ask for a “good neighbor effort” by the City to limit public access into the treefarm.

1. Post signs at the entrance and end of the pedestrian easement that leads into the treefarm that clearly indicate this pathway does not go through and there is no trespassing to the treefarm.
2. Install a locked gate or fence on the Pine View property at the end of the pedestrian easement that leads into the treefarm.

We thank you for your consideration of our concerns.

Very respectfully,

Ching-Pi Wang for the D Street Treefarm, LLC

----- Forwarded message -----

From: <scottbecker@moscow.com>
Date: Thu, Mar 28, 2024 at 10:04 AM
Subject: FW: Recommendations
To: <cpwang425@gmail.com>

Hi Ching Pi,

Here's the request we received from the City.

Let me know if you have any questions.

Thanks,

Scott

From: Michael Ray <mray@ci.moscow.id.us>
Sent: Monday, March 25, 2024 11:50 AM
To: Scott Becker <scottbecker@moscow.com>
Subject: Recommendations

Morning Scott, I'm sure Jennifer has sent you the packet for the P&Z meeting this Wednesday, but I just wanted to forward on our recommendations for Pine View and Wildrose to make sure that you were aware of them. Please let me know if you have any questions.

Thanks,

Mike

Jennifer Fleischman

From: Clifford Todd <clifftodd@gmail.com>
Sent: Wednesday, March 27, 2024 3:12 PM
To: Jennifer Fleischman
Cc: Swim Run
Subject: Re: Pine View Comments

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Thank you for giving me an opportunity to submit my comments on the Pine View development. I am currently on a trip that was planned several months ago and was not notified of this hearing even though I expressed my interest at the October developers meeting. Ching Pi Wang, the adjacent tree farm owner, sent me the public hearing notice a few days ago.

My main objection to this project is the disruption and diversion of existing natural surface and ground water flows. This will cause drought conditions and increase tree mortality to the adjacent tree farm. The Wangs spent the last 25 years restoring their property to a forested state under existing environmental conditions. Suddenly changing the water flows will adversely impact the tree farm and force the Wangs to reevaluate their land use objectives.

Clifford Todd, forester for Ching Pi Wang and Moscow resident.
2218 E D St

Sent from my iPhone

On Mar 27, 2024, at 5:08 PM, Jennifer Fleischman <jfleischman@ci.moscow.id.us> wrote:

Good afternoon,

Please reply to this email with any comments you want me to pass along to the Planning & Zoning Commission.

Thank you,

Jennifer R. Fleischman | Administrative Assistant & Deputy City Clerk
she/her/hers
Community Development
504 S. Washington Street, Moscow ID 83843
Tel: (208)883-7035



PLANNING & ZONING COMMISSION



Dennis Wilson
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday
March 27, 2024

7:00 PM

Council Chambers
206 E Third Street

Wilson called the meeting to order at 6:59 PM

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

REGULAR AGENDA

1. Approval of February 28, 2024 Minutes (ACTION ITEM)

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

2. Public Comment

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

None.

3. Public Hearing: Proposal for a Comprehensive Plan Land Use Designation, 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. LUP2024-0003 and LUP2014-0004 (ACTION ITEM)

- 1. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential.*
- 2. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zone.*
- 3. Proposed Preliminary Plat of a 22.93-acre area to create 40 lots ranging from 12,077 square feet to 27,491 square feet in size, referred to as Pine View Subdivision.*

Ray presented the Pine View Subdivision applications as described above, and recommended approval with eight conditions. The Comprehensive Plan and City Zoning Code does not set a maximum lot size, but provides general guidance on commonly observed densities within each land use designation. The entire plat is proposed to be annexed into the City and will not create any County islands.

Public Hearing opened at 7:14 PM

Scott Becker (applicant's representative), Moscow, offered to answer any questions from the Commissioners. There are no concerns about the number of conditions that the City has recommended.

Wilson submitted for the record one emailed letter from Clifford Todd, Moscow resident, who was concerned about the proposed plat for reasons outlined in the attachment.

Public Hearing closed at 7:17 PM

The Commissioners discussed the sizes of the proposed lots. The applicant has spoken with the tree farm owner, to the north of the property, about any concerns they may have. A proposed pedestrian pathway stubs directly to the property line of the tree farm. The tree farm has been there for 20+ years. There continued to be conversations about connectivity options for roads and pathways. The Commission talked about the possibility of only having a right-of-way easement in place right now, instead of having the physical pathway built. It was suggested that a sign could be placed at the end of the pathway to indicate private access only.

Gropp moved to recommend approval of the Comp Plan Designation with no conditions, as recommended by Staff. The motion was seconded by Beebe. Roll Call Vote; Ayes: Beebe, Gropp, Reese, Scott, Seever, Wilson (6). Nays: None. Abstentions: Parish (1). Motion carried.

Scott moved to recommend approval of the Rezone with no conditions, as recommended by Staff. The motion was seconded by Seever. Roll Call Vote; Ayes: Beebe, Gropp, Reese, Scott, Seever, Wilson (6). Nays: None. Abstentions: Parish (1). Motion carried.

Seever moved to recommend approval of the Preliminary Plat with eight conditions, as recommended by Staff. The motion was seconded by Scott. Roll Call Vote; Ayes: Beebe, Gropp, Reese, Scott, Seever, Wilson (6). Nays: None. Abstentions: Parish (1). Motion carried.

Reese moved to direct Staff to draft the Relevant Criteria and Standards for the Comp Plan Designation, Rezone, and Preliminary Plat, seconded by Scott. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, Planned Unit Development (PUD), and Preliminary Subdivision Plat for 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. LUP2024-0005, LUP2024-0006, and LUP2024-0007 (ACTION ITEM)

- 1. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential.*
- 2. Rezoning of the subject property from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.*
- 3. Proposed Preliminary Plat and Planned Unit Development (PUD) of the 2.53-acre area to create 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as Wildrose Court.*

Ray presented the Wildrose Court applications as described above, and recommended approval with six conditions. Most developers utilize xeriscaping for the requirements of a landscape plan. The proposed development would be part of the Southeast Sewer District. There is a residence at the north corner of the proposed plat that would not be required to have a 10-foot right-of-way easement along their property.

Public Hearing opened at 7:54 PM

Scott Becker (applicant's representative), Moscow, offered to answer questions from the Commissioners.

Ron Struthers (applicant), Moscow, talked about the history of developing the property and why they are now proposing a higher density subdivision.

Roy Derrick, Moscow, was concerned about the height about the proposed houses and how close they are to the property lines. They mentioned that parking will be an issue because of the density of the housing and the small driveways. They think that the lots are too small to accommodate the size of the proposed houses.

Korinna McCallie, Moscow, also did not agree with the proposed height of the houses and was concerned about the increase in traffic. They said that access onto Highway 8 is already a hazard and adding more cars will make it more difficult. They would prefer to see a style of houses that resemble the rest of the neighborhood.

Jeff Baker, Moscow, appreciates the proposed stormwater drainage and retention pond. Was also concerned about the small size of the lots with three-story houses.

Jennifer Snodgrass, Moscow, asked about the 10-foot right-of-way dedication along Flomer Lane, which provide access for future street improvements. They were concerned about an increase in traffic on Flomer Lane.

Anne Nielsen, Moscow, shared the previous concerns about the height of the three-story buildings, having smaller setbacks, and the proposed lack of parking.

Ken Bertapelle, Moscow, talked about the style of the proposed houses in contrast with the current neighborhood.

Scott Becker (applicant's representative), Moscow, mentioned that the proposed building heights are within code standards and are not part of the PUD request. The developers decided to have a daylight first-floor to bring the height down of the houses. By right, anyone in the neighboring subdivisions could build an identical house.

Public Hearing closed at 8:13 PM

City Code does not place restrictions regarding a residence blocking light or a view from neighboring houses, nor does it have any requirements to develop a lot in a PUD once it has been approved. There was a conversation about the City expanding into the County and in-fill next to other residential lots. The PUD density bonuses were addressed and the Commission talked about why they were put in the Code. The City of Moscow does not have design standards for residential development.

The Commission spoke with Dave Dail, applicant, about the design of the proposed homes and making the neighbors more content with the development. The PUD setbacks are marginally smaller than standard setback requirements.

Seever moved to recommend approval of the Comp Plan Designation with no conditions, as recommended by Staff. The motion was seconded by Parish. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to recommend approval of the Rezone with no conditions, as recommended by Staff. The motion was seconded by Gropp. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Scott moved to recommend approval of the Preliminary Planned Unit Development with one condition, as recommended by Staff. The motion was seconded by Seever. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Parish moved to recommend approval of the Preliminary Plat with five conditions, as recommended by Staff. The motion was seconded by Gropp. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to direct Staff to draft the Relevant Criteria and Standards for the Comp Plan Designation, Rezone, Preliminary Plat, and Preliminary PUD, seconded by Scott. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. *Transportation Commission meeting report.*
None.

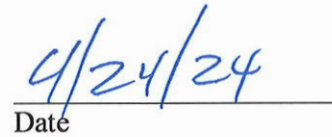
ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

The Planning & Zoning Commission regular meeting scheduled for April 10, 2024 is anticipated to be cancelled.
The next regular meeting will be held on April 24, 2024.

Wilson declared the meeting adjourned at 8:42 PM



Rich Beebe, Vice Chair

Date

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING THE REVIEW OF A TWENTY-TWO POINT NINE THREE (22.93) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF MOSER STREET.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, and Preliminary Plat on February 8, 2024; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 27, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is 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.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property is currently an open field with the exception of two driveways providing access to two single family dwellings to the east of the subject property. The Moser Estates subdivisions are located to the west of the subject property and Moser Park is located to the southwest. The Rolling Hills 10th Subdivision is currently being platted to the south, which will extend Third Street to the subject property. Agricultural land is located to the east and rural residential properties are located to the north.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
6. Auto-Urban Residential (AU-R) 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.”

7. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
8. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
9. The subject property has existing access via Moser Street, and will have access via Third Street when the Rolling Hills 10th Subdivision is extended to the southern portion of the property, which is anticipated this summer. Moser Street is a local neighborhood street which will be constructed to the 28-foot-wide street standard which includes curb, gutter, tree lawns, and sidewalks on both sides of the street and on-street parking on one side of the street.
10. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on October 5, 2023 to discuss the proposed rezone.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed Comprehensive Plan amendment is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposal to retain the existing designation of Auto-Urban Residential is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan and are consistent with the surrounding properties, as well as the surrounding land use and development patterns.
2. **The proposed Comprehensive Plan amendment would provide for the logical and orderly location of land uses, community services and facilities.** The Commission finds that the proposed designation of Auto-Urban Residential is logical and harmonious with the surrounding land uses and development, and is consistent with the land use designations of the surrounding property to the west and south of the subject property.
3. **The uses expected to occur as a result of the Comprehensive Plan amendment will be compatible with the surrounding area.** The zoning districts that are consistent with the Auto-Urban Residential designation exist within the current City Limits boundary to the west and to the south.
4. **The size, type, and density of development expected to occur as a result of the Comprehensive Plan amendment will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed designation is suitable for the area and will not unduly burden the neighborhood of public infrastructure. The subject property

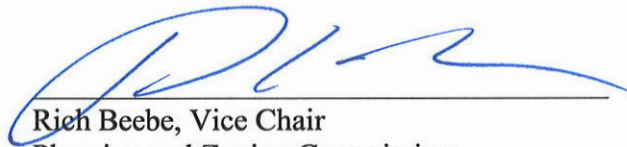
has direct access, via Moser Street and eventually Third Street, as well as sufficient and available public utility services to meet the needs of existing and future development.

5. **The proposed Comprehensive Plan amendment is deemed to be appropriate in consideration of changing conditions within the community that are not reflected within the current Comprehensive Plan (such as new development or re-development, land use patterns and/or trends, traffic patterns and/or volume, market demands, community vision and/or needs, capital improvements, or new or revised City plans).** The proposal is to retain the existing Comprehensive Plan land use designation of Auto-Urban Residential, which is consistent with the surrounding area.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of the proposal to retain the current Comprehensive Plan Land Use Designation of Auto-Urban Residential for the 22.93-acre property generally located east of the current terminus of Moser Street.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
24 day of April, 2024.


Rich Beebe, Vice Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF A TWENTY-TWO POINT NINE THREE (22.93) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF MOSER STREET FROM THE AGRICULTURE FORESTRY (AF) ZONE TO THE MODERATE DENSITY, SINGLE FAMILY RESIDENTIAL (R-2) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, and Preliminary Plat on February 8, 2024; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 27, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is 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.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property is currently an open field with the exception of two driveways providing access to two single family dwellings to the east of the subject property. The Moser Estates subdivisions are located to the west of the subject property and Moser Park is located to the southwest. The Rolling Hills 10th Subdivision is currently being platted to the south, which will extend Third Street to the subject property. Agricultural land is located to the east and rural residential properties are located to the north.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.

6. Auto-Urban Residential (AU-R) 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.”
7. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
8. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
9. The applicant is proposing to rezone the subject property from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zoning District.
10. According to the City of Moscow Zoning Code, 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.
11. 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. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
12. The subject property has existing access via Moser Street, and will have access via Third Street when the Rolling Hills 10th Subdivision is extended to the southern portion of the property, which is anticipated this summer. Moser Street is a local neighborhood street which will be constructed to the 28-foot-wide street standard which includes curb, gutter, tree lawns, and sidewalks on both sides of the street and on-street parking on one side of the street.
13. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on October 5, 2023 to discuss the proposed rezone.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed rezone is consistent with the proposed 2019 Comprehensive Plan Land Use Designations of Auto-Urban Residential.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed designation of the Moderate Density, Single Family Residential (R-2) Zoning District provides for the continuation of the existing R-2 Zone to the west and to the south. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The adjacent properties to the west and south of the subject property are residential subdivisions which are the same designation as the subject property.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the area of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Moser Street and eventually Third Street, which can adequately serve any proposed development allowed in the R-2 Zone. The subject property has sufficient and available public utility services to meet the needs of existing and future development.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the twenty-two point nine three (22.93) acre property generally located east of the current terminus of Moser Street from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zone with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

24 day of April, 2024.


Rich Beebe, Vice Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWENTY-TWO POINT NINE THREE (22.93) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF MOSER STREET, KNOWN AS PINE VIEW ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, and Preliminary Plat on February 8, 2024; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 27, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is 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.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property is currently an open field with the exception of two driveways providing access to two single family dwellings to the east of the subject property. The Moser Estates subdivisions are located to the west of the subject property and Moser Park is located to the southwest. The Rolling Hills 10th Subdivision is currently being platted to the south, which will extend Third Street to the subject property. Agricultural land is located to the east and rural residential properties are located to the north.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.

6. Auto-Urban Residential (AU-R) 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.”
7. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
8. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
9. The applicant is proposing to rezone the subject property from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zoning District.
10. According to the City of Moscow Zoning Code, 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.
11. 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. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
12. The applicant is proposing to subdivide the 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.
13. All of the proposed lots are within the R-2 Zone and meet the minimum lot size and width requirements.
14. The subject property has existing access via Moser Street, and will have access via Third Street when the Rolling Hills 10th Subdivision is extended to the southern portion of the property, which is anticipated this summer. Moser Street is a local neighborhood street which will be constructed to the 28-foot-wide street standard which includes curb, gutter, tree lawns, and sidewalks on both sides of the street and on-street parking on one side of the street.
15. Another local street, Whitetail Lane, extends in the east/west direction through the center of the subdivision and terminates in a cul-de-sac on the western portion of the property and extends to the property line of the adjacent undeveloped property on the east side. Whitetail lane will be constructed to the 28-foot-wide local street standard.

16. Third Street will be extended through the subdivision in the northerly direction and will change street names to Moose Drive at its intersection with Moser Street. Moose Drive will extend to the northern property line and terminate in a cul-de-sac for fire truck turnaround requirements. However, right-of-way will be extended to the north property line to allow for the future connection with 'D' Street when it is extended in the future. Third Street and Moose Drive are designated as collector streets with 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.
17. There is currently a corridor dedicated at the end of Moser Street which is intended to provide access to the Moser Park property. The Commission is recommending that a pedestrian walkway be extended from the Whitetail Lane cul-de-sac south to Moser Street in order to provide a more direct pedestrian route to the park property, as well as a shorter distance to Russell School. The Commission is also recommending that a pedestrian walkway be provided from Whitetail Lane north to the property boundary of the adjacent undeveloped property for future pedestrian connectivity if that property were to be developed at some point in the future.
18. Water services are proposed to be extended throughout the subdivision from the existing main within Moser Street and the future main along the Third Street alignment within Rolling Hills 10th Addition.
19. 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 3.74 million gallons of water per year (40 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 3.74 M gallons/year).
20. Sanitary sewer is proposed to be extended throughout the subdivision and conveyed along an existing utility easement along the future alignment of 'D' Street. The subject property is considered developable in the Comprehensive Sewer System Plan.
21. Storm sewer will be piped and directed to a stormwater detention pond in the northwest corner of the subdivision. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which require the stormwater to be detained to the pre-development rate. The stormwater is then conveyed to existing mains within 'D' Street.
22. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. However, the parkland dedication requirements have previously been satisfied with a parkland dedication of 1.37 acres towards the creation of the City's Moser Park property in 1994. Therefore, no further parkland dedication is required.
23. The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on October 5, 2023 to discuss the proposal.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed 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, Single Family 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 proposed lots sizes and densities are consistent with the proposed 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 Moser Street and eventually Third Street. Water and Sewer connections are readily available in the area and are proposed to be extended through the 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 Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the twenty-two point nine three (22.93) acre property generally located east of the current terminus of Moser Street with the following conditions:

1. The proposed subdivision shall be analyzed in the City's water system model to verify that the current design will have adequate potable and fire flow requirements, and if there are deficiencies the applicant shall be responsible for the construction of the improvements needed to adequately serve the subdivision.
2. The applicant shall work with the City to determine whether the 'D' Street sanitary sewer connection is sufficient to accommodate the proposed subdivision, and if there are deficiencies the applicant shall be responsible for the construction of the improvements needed to adequately serve the subdivision.
3. In accordance with a prior development agreement (Latah County Instrument No. 412000), the applicant shall be responsible for the construction of all public improvements from the current terminus of Moser Street to the subject property.
4. The applicant shall be required to conduct a detailed stormwater discharge analysis to include any mitigation actions necessary to ensure that the stormwater facility shall have no downstream adverse impacts subject to the approval of the City Engineer.
5. An emergency vehicle turnaround will need to be provided at the eastern terminus of Moser Street and the road, improvements, and utilities will need to be extended to the eastern property boundary of the subject property.
6. The applicant shall provide adequate access to at least every other manhole for the sanitary sewer and storm sewer mains for maintenance.
7. The applicant shall connect the water line in the Whitetail Lane cul-de-sac to the water line in Moser Street for water quality and redundancy purposes.

8. The applicant shall extend a pedestrian walkway from Whitetail Lane south to Moser Street and north to the property boundary of the adjacent undeveloped property.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
24 day of April, 2024.



Rich Beebe, Vice Chair
Planning and Zoning Commission

ORDINANCE NO. 2024 -

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

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

WHEREAS, the owners of a twenty-two point nine three (22.93) acre parcel, Joe and Pam Juscen, have requested to be annexed into the City of Moscow; and

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

WHEREAS, the Moscow Planning and Zoning Commission held a public hearing regarding this matter on March 27, 2024; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on May 6, 2024;

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

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

SECTION 2: LEGAL DESCRIPTION.

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

A parcel of land located in the West Half of the Southeast Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 9, Thence along the north line thereof, S89°36’45”E, 658.48 feet to the northeast corner of a parcel of land described in Quitclaim Deed, Instrument #616270, Latah County Records, a point on the south line of a parcel of land described in Warranty Deed, Instrument #550272, Latah County Records, and the Point of Beginning.

Thence continuing along said north line and along said south line and the south line of a parcel

described in Quitclaim Deed, Instrument #611364, Latah County Records, S89°36'45"E, 311.60 feet to a point on said north line and on the south line of the parcel described in said Quitclaim Deed;

Thence leaving said common line, S00°32'24"W, 208.00 feet;

Thence S77°26'57"E, 198.73 feet;

Thence S28°59'58"E, 190.43 feet;

Thence S00°00'02"W, 236.44 feet;

Thence N51°16'00"E, 73.49 feet to a point on the east line of the Northwest Quarter of the Southeast Quarter of Section 9 and the west line of a parcel of land described in Quitclaim Deed, Instrument #563612, Latah County Records;

Thence along said east line and along said west line, S00°29'32"W, 313.03 feet to the northeast corner of a parcel of land described in Warranty Deed, Instrument #538806, Latah County Records;

Thence leaving said common line along the north boundary of the parcel described in said Warranty Deed, the following two courses:

S58°10'31"W, 175.00 feet;

Thence S66°55'34"W, 165.62 feet to the northwest corner of said parcel;

Thence S58°40'27"W, 145.37 feet;

Thence 71.77 feet along a curve to the right, said curve having a Delta = 30°27'37",

Radius = 135.00 feet, Chord = 70.93 feet and a Chord Bearing = S73°54'15"W;

Thence S12°53'20"W, 117.05 feet;

Thence 88.86 feet along a curve to the right, said curve having a Delta = 27°31'11",

Radius = 185.00 feet, Chord = 88.01 and a Chord Bearing = S26°38'56"W to a point on the north line of a parcel of land described in Quitclaim Deed, Instrument #513742, Latah County Records;

Thence along said north line N89°30'19"W, 243.87 feet to a point on the east boundary of City of Moscow, Moser Park, described in Deed of Dedication, Instrument #412761, Latah County Records;

Thence along said east boundary the following two courses:

N60°04'41"E, 30.00 feet;

Thence N17°41'38"W, 47.17 feet to the northeast corner of Moser Park;

Thence along the north boundary thereof the following two courses:

N54°54'36"W, 84.31 feet;

Thence N76°59'58"W, 398.00 feet to the southeast corner of a parcel of land described in Warranty Deed, Instrument #618456, Latah County Records;

Thence leaving said north boundary, along the east line of the parcel described in said Warranty Deed, N12°59'47"E, 117.36 feet to the northeast corner of said parcel;

Thence along the north boundary thereof the following two courses:

N77°06'40"W, 61.56 feet;

Thence 31.09 feet along a curve to the left, said curve having a Delta = 7°55'02",

Radius = 225.00 feet, Chord = 31.07 feet and a Chord Bearing = N81°04'11"W to the northwest corner of said parcel and a point on the north boundary of Moser Park;

Thence along said north boundary, 10.01 feet, along a curve to the left, said curve having a

Delta = 2°33'00", Radius = 225.00 feet, Chord = 10.01 feet and a Chord Bearing = N86°18'12"W to a point on the west line of the Northwest Quarter of the Southeast Quarter of

Section 9 and the east line of Moser Estates Third Addition to the City of Moscow, Instrument #390760, Latah County Records;

Thence along said west line and along said east line N00°43'42"E, 50.02 feet to the southwest corner of a parcel of land described in Warranty Deed, Instrument #629629, Latah County Records;

Thence leaving said common line, along the south boundary of the parcel described in said warranty Deed the following two courses:

S87°34'42"E, 1.48 feet;

Thence 8.56 feet along curve to the right, said curve having a Delta = 1°47'01", Radius = 275.00 feet, Chord = 8.56 feet and a Chord Bearing = S86°41'11"E to the southwest corner of a parcel of land described in Warranty Deed, Instrument #456068, Latah County Records;

Thence along the south boundary thereof the following two courses:

41.68 feet along a curve to the right, said curve having a Delta = 8°41'01", Radius = 275.00 feet, Chord = 41.64 feet and a Chord Bearing = S81°27'10"E;

Thence S77°06'40"E 48.29 feet, to the southeast corner of said parcel;

Thence along the east line thereof, N12°59'39"E, 120.00 feet to the northeast corner of said parcel;

Thence along the north line thereof, N77°02'29"W, 126.86 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third Addition;

Thence along said west line and along said east line and the east line of Moser Estates Fourth Addition to the City of Moscow, Instrument #391351, Latah County Records, N00°43'42"E, 208.35 feet to a point on said west line and on the east line of Moser Estates Fourth Addition and the southwest corner of the parcel of land described in Quitclaim Deed, Instrument #616270;

Thence leaving said common line, along the south line of said parcel, S89°33'46"E, 660.62 feet to the southeast corner thereof;

Thence along the east line of said parcel, N00°32'24"E, 653.79 feet to the Point of Beginning.

Parcel contains 22.93 acres, more or less.

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

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

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
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 this ____ day of May, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

RESOLUTION 2024 -

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE COMPREHENSIVE PLAN LAND USE DESIGNATION OF A TWENTY-TWO POINT NINE THREE (22.93) ACRE PROPERTY ANNEXED INTO THE CITY OF MOSCOW, LEGALLY DESCRIBED IN SECTION 1 OF THIS RESOLUTION AS AUTO-URBAN RESIDENTIAL; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, Joe and Pam Juscen, the owners of a twenty-two point nine three (22.93) acre parcel, generally shown on Exhibit “A” attached hereto and incorporated by this reference, have requested to be annexed into the City of Moscow; and

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

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

WHEREAS, the Planning and Zoning Commission, after conducting a duly noticed public hearing on March 27, 2024, recommended that the Comprehensive Plan Land Use Designation of the subject property be Auto-Urban Residential upon annexation into the City of Moscow; and

WHEREAS, the Moscow City Council conducted a public hearing on May 6, 2024, and passed a motion to approve the designation of the subject property as Auto-Urban Residential upon annexation;

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

SECTION 1: That the Comprehensive Plan Land Use Designation of the twenty-two point nine three (22.93) acre property legally described below, be designated as Auto-Urban Residential upon annexation into the City of Moscow, Idaho.

A parcel of land located in the West Half of the Southeast Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 9, Thence along the north line thereof, S89°36’45”E, 658.48 feet to the northeast corner of a parcel of land described in Quitclaim Deed, Instrument #616270, Latah County

Records, a point on the south line of a parcel of land described in Warranty Deed, Instrument #550272, Latah County Records, and the Point of Beginning.

Thence continuing along said north line and along said south line and the south line of a parcel described in Quitclaim Deed, Instrument #611364, Latah County Records, S89°36'45"E, 311.60 feet to a point on said north line and on the south line of the parcel described in said Quitclaim Deed;

Thence leaving said common line, S00°32'24"W, 208.00 feet;

Thence S77°26'57"E, 198.73 feet;

Thence S28°59'58"E, 190.43 feet;

Thence S00°00'02"W, 236.44 feet;

Thence N51°16'00"E, 73.49 feet to a point on the east line of the Northwest Quarter of the Southeast Quarter of Section 9 and the west line of a parcel of land described in Quitclaim Deed, Instrument #563612, Latah County Records;

Thence along said east line and along said west line, S00°29'32"W, 313.03 feet to the northeast corner of a parcel of land described in Warranty Deed, Instrument #538806, Latah County Records;

Thence leaving said common line along the north boundary of the parcel described in said Warranty Deed, the following two courses:

S58°10'31"W, 175.00 feet;

Thence S66°55'34"W, 165.62 feet to the northwest corner of said parcel;

Thence S58°40'27"W, 145.37 feet;

Thence 71.77 feet along a curve to the right, said curve having a Delta = 30°27'37", Radius = 135.00 feet, Chord = 70.93 feet and a Chord Bearing = S73°54'15"W;

Thence S12°53'20"W, 117.05 feet;

Thence 88.86 feet along a curve to the right, said curve having a Delta = 27°31'11", Radius = 185.00 feet, Chord = 88.01 and a Chord Bearing = S26°38'56"W to a point on the north line of a parcel of land described in Quitclaim Deed, Instrument #513742, Latah County Records;

Thence along said north line N89°30'19"W, 243.87 feet to a point on the east boundary of City of Moscow, Moser Park, described in Deed of Dedication, Instrument #412761, Latah County Records;

Thence along said east boundary the following two courses:

N60°04'41"E, 30.00 feet;

Thence N17°41'38"W, 47.17 feet to the northeast corner of Moser Park;

Thence along the north boundary thereof the following two courses:

N54°54'36"W, 84.31 feet;

Thence N76°59'58"W, 398.00 feet to the southeast corner of a parcel of land described in Warranty Deed, Instrument #618456, Latah County Records;

Thence leaving said north boundary, along the east line of the parcel described in said Warranty Deed, N12°59'47"E, 117.36 feet to the northeast corner of said parcel;

Thence along the north boundary thereof the following two courses:

N77°06'40"W, 61.56 feet;

Thence 31.09 feet along a curve to the left, said curve having a Delta = 7°55'02",

Radius = 225.00 feet, Chord = 31.07 feet and a Chord Bearing = N81°04'11"W to the northwest corner of said parcel and a point on the north boundary of Moser Park;

Thence along said north boundary, 10.01 feet, along a curve to the left, said curve having a Delta = 2°33'00", Radius = 225.00 feet, Chord = 10.01 feet and a Chord Bearing = N86°18'12"W to a point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third Addition to the City of Moscow, Instrument #390760, Latah County Records;

Thence along said west line and along said east line N00°43'42"E, 50.02 feet to the southwest corner of a parcel of land described in Warranty Deed, Instrument #629629, Latah County Records;

Thence leaving said common line, along the south boundary of the parcel described in said warranty Deed the following two courses:

S87°34'42"E, 1.48 feet;

Thence 8.56 feet along curve to the right, said curve having a Delta = 1°47'01", Radius = 275.00 feet, Chord = 8.56 feet and a Chord Bearing = S86°41'11"E to the southwest corner of a parcel of land described in Warranty Deed, Instrument #456068, Latah County Records;

Thence along the south boundary thereof the following two courses:

41.68 feet along a curve to the right, said curve having a Delta = 8°41'01", Radius = 275.00 feet, Chord = 41.64 feet and a Chord Bearing = S81°27'10"E;

Thence S77°06'40"E 48.29 feet, to the southeast corner of said parcel;

Thence along the east line thereof, N12°59'39"E, 120.00 feet to the northeast corner of said parcel;

Thence along the north line thereof, N77°02'29"W, 126.86 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third Addition;

Thence along said west line and along said east line and the east line of Moser Estates Fourth Addition to the City of Moscow, Instrument #391351, Latah County Records, N00°43'42"E, 208.35 feet to a point on said west line and on the east line of Moser Estates Fourth Addition and the southwest corner of the parcel of land described in Quitclaim Deed, Instrument #616270;

Thence leaving said common line, along the south line of said parcel, S89°33'46"E, 660.62 feet to the southeast corner thereof;

Thence along the east line of said parcel, N00°32'24"E, 653.79 feet to the Point of Beginning.

Parcel contains 22.93 acres, more or less.

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

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____

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 this ____ day of May, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

[illegible]

ORDINANCE NO. 2024 -

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.

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

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

WHEREAS, the proposed change is to adopt the Moderate Density, Single Family Residential (R-2) designation; and

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

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

WHEREAS, on March 27, 2024, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property R-2; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on May 6, 2024;

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

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

SECTION 2: LEGAL DESCRIPTION.

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

A parcel of land located in the West Half of the Southeast Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 9, Thence along the north line thereof, S89°36'45"E, 658.48 feet to the northeast corner of a parcel of land described in Quitclaim Deed, Instrument #616270, Latah County Records, a point on the south line of a parcel of land described in Warranty Deed, Instrument #550272, Latah County Records, and the Point of Beginning.

Thence continuing along said north line and along said south line and the south line of a parcel described in Quitclaim Deed, Instrument #611364, Latah County Records, S89°36'45"E, 311.60 feet to a point on said north line and on the south line of the parcel described in said Quitclaim Deed;

Thence leaving said common line, S00°32'24"W, 208.00 feet;

Thence S77°26'57"E, 198.73 feet;

Thence S28°59'58"E, 190.43 feet;

Thence S00°00'02"W, 236.44 feet;

Thence N51°16'00"E, 73.49 feet to a point on the east line of the Northwest Quarter of the Southeast Quarter of Section 9 and the west line of a parcel of land described in Quitclaim Deed, Instrument #563612, Latah County Records;

Thence along said east line and along said west line, S00°29'32"W, 313.03 feet to the northeast corner of a parcel of land described in Warranty Deed, Instrument #538806, Latah County Records;

Thence leaving said common line along the north boundary of the parcel described in said Warranty Deed, the following two courses:

S58°10'31"W, 175.00 feet;

Thence S66°55'34"W, 165.62 feet to the northwest corner of said parcel;

Thence S58°40'27"W, 145.37 feet;

Thence 71.77 feet along a curve to the right, said curve having a Delta = 30°27'37", Radius = 135.00 feet, Chord = 70.93 feet and a Chord Bearing = S73°54'15"W;

Thence S12°53'20"W, 117.05 feet;

Thence 88.86 feet along a curve to the right, said curve having a Delta = 27°31'11", Radius = 185.00 feet, Chord = 88.01 and a Chord Bearing = S26°38'56"W to a point on the north line of a parcel of land described in Quitclaim Deed, Instrument #513742, Latah County Records;

Thence along said north line N89°30'19"W, 243.87 feet to a point on the east boundary of City of Moscow, Moser Park, described in Deed of Dedication, Instrument #412761, Latah County Records;

Thence along said east boundary the following two courses:

N60°04'41"E, 30.00 feet;

Thence N17°41'38"W, 47.17 feet to the northeast corner of Moser Park;

Thence along the north boundary thereof the following two courses:

N54°54'36"W, 84.31 feet;

Thence N76°59'58"W, 398.00 feet to the southeast corner of a parcel of land described in Warranty Deed, Instrument #618456, Latah County Records;

Thence leaving said north boundary, along the east line of the parcel described in said Warranty Deed, N12°59'47"E, 117.36 feet to the northeast corner of said parcel;

Thence along the north boundary thereof the following two courses:

N77°06'40"W, 61.56 feet;

Thence 31.09 feet along a curve to the left, said curve having a Delta = 7°55'02", Radius = 225.00 feet, Chord = 31.07 feet and a Chord Bearing = N81°04'11"W to the northwest corner of said parcel and a point on the north boundary of Moser Park;

Thence along said north boundary, 10.01 feet, along a curve to the left, said curve having a Delta = 2°33'00", Radius = 225.00 feet, Chord = 10.01 feet and a Chord Bearing = N86°18'12"W to a point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third Addition to the City of Moscow, Instrument #390760, Latah County Records;

Thence along said west line and along said east line N00°43'42"E, 50.02 feet to the southwest corner of a parcel of land described in Warranty Deed, Instrument #629629, Latah County Records;

Thence leaving said common line, along the south boundary of the parcel described in said warranty Deed the following two courses:

S87°34'42"E, 1.48 feet;

Thence 8.56 feet along curve to the right, said curve having a Delta = 1°47'01", Radius = 275.00 feet, Chord = 8.56 feet and a Chord Bearing = S86°41'11"E to the southwest corner of a parcel of land described in Warranty Deed, Instrument #456068, Latah County Records;

Thence along the south boundary thereof the following two courses:

41.68 feet along a curve to the right, said curve having a Delta = 8°41'01", Radius = 275.00 feet, Chord = 41.64 feet and a Chord Bearing = S81°27'10"E;

Thence S77°06'40"E 48.29 feet, to the southeast corner of said parcel;

Thence along the east line thereof, N12°59'39"E, 120.00 feet to the northeast corner of said parcel;

Thence along the north line thereof, N77°02'29"W, 126.86 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter of Section 9 and the east line of Moser Estates Third Addition;

Thence along said west line and along said east line and the east line of Moser Estates Fourth Addition to the City of Moscow, Instrument #391351, Latah County Records, N00°43'42"E, 208.35 feet to a point on said west line and on the east line of Moser Estates Fourth Addition and the southwest corner of the parcel of land described in Quitclaim Deed, Instrument #616270;

Thence leaving said common line, along the south line of said parcel, S89°33'46"E, 660.62 feet to the southeast corner thereof;

Thence along the east line of said parcel, N00°32'24"E, 653.79 feet to the Point of Beginning.

Parcel contains 22.93 acres, more or less.

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

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

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

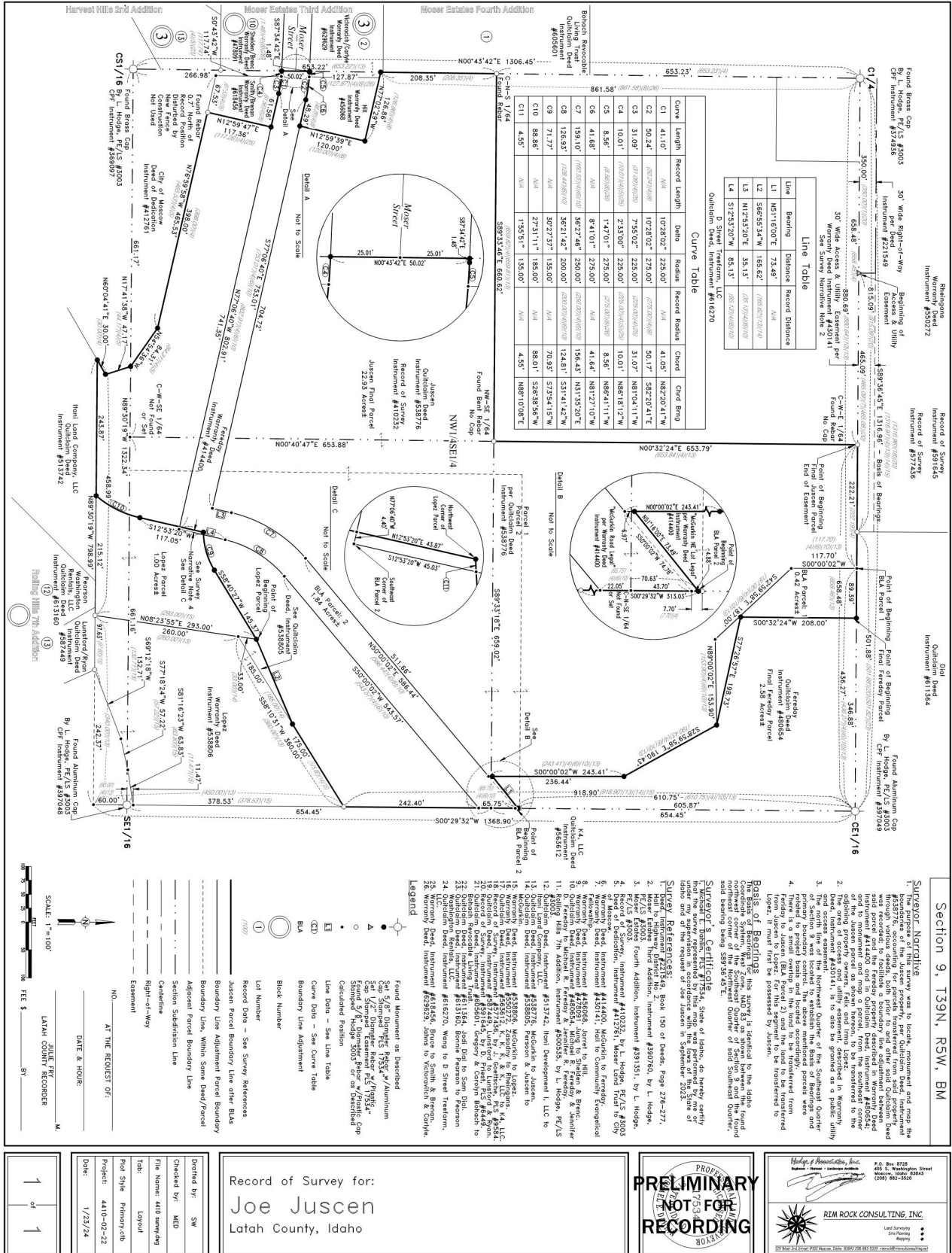
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of May, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT "A"



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

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.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

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.

STAFF RECOMMENDATION

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.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and 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.
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.
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.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. Packet
4. P&Z Minutes and RCS
5. Korinna McCallie Public Comment
6. Ordinance 2024 - Wildrose Court Annexation_final
7. Resolution 2024 - Wildrose Court Comp Plan_final
8. Ordinance 2024 - Wildrose Court Rezone_final

COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

HEARING DATE: May 6, 2024

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, Planned Unit Development (PUD), and Preliminary Subdivision Plat for 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.

Attachments:

1. Notice of Public Hearing
2. Annexation Request Letter
3. Application for Rezone
4. Preliminary Plat Application
5. Preliminary Plat
6. PUD Application
7. Legal Descriptions
8. Neighborhood Meeting Materials

Prepared by: Mike Ray, AICP – Planning Manager

STAFF REVIEW

Proposal: 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.

Site and Area Land Use: The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.



Vicinity Map

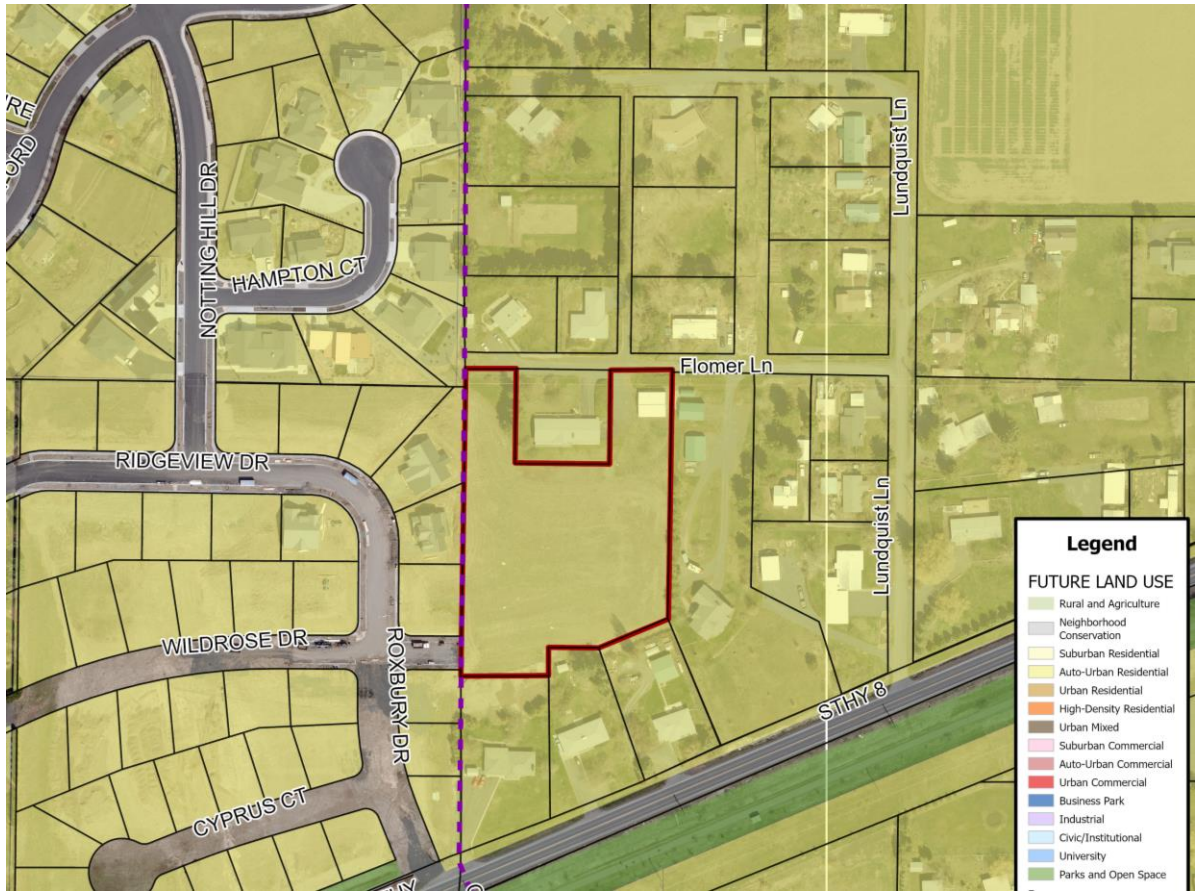


Aerial of Subject Property

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

“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.”

All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.



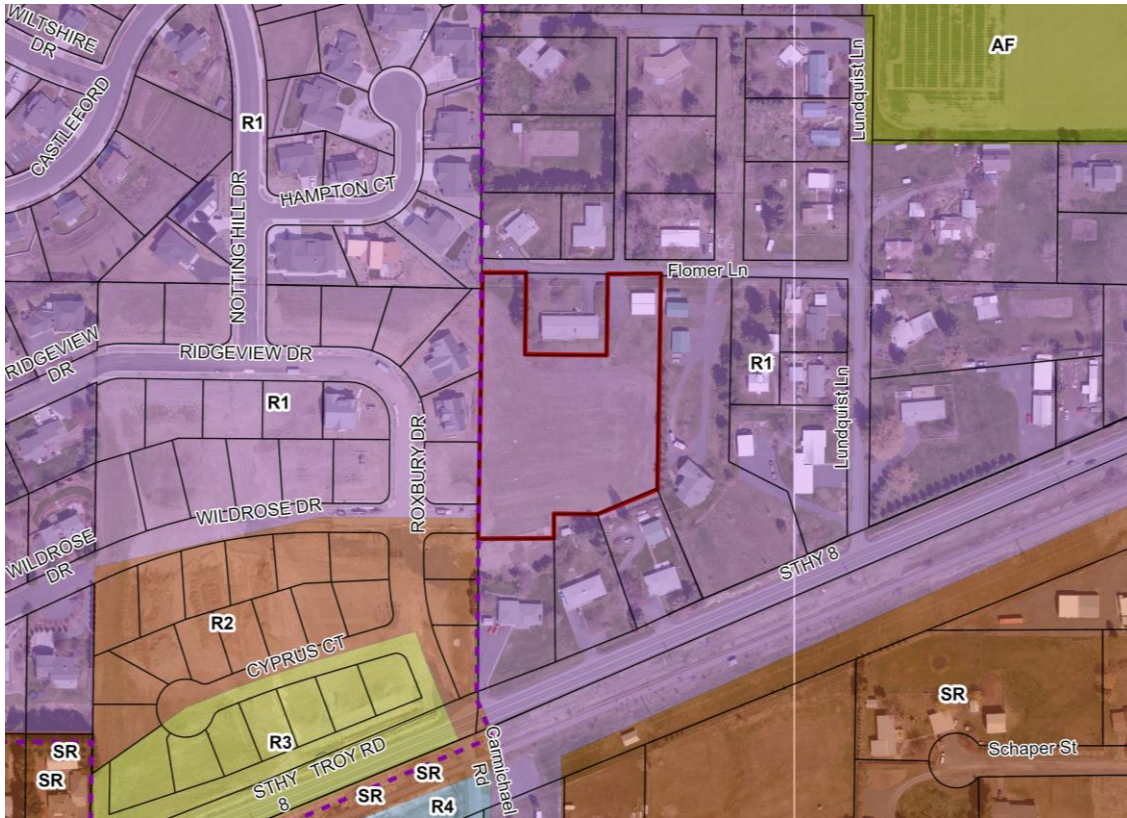
Current Comprehensive Plan Land Use Designations

Zoning: The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3). The applicant is proposing to rezone the 2.53-acre parcel from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.

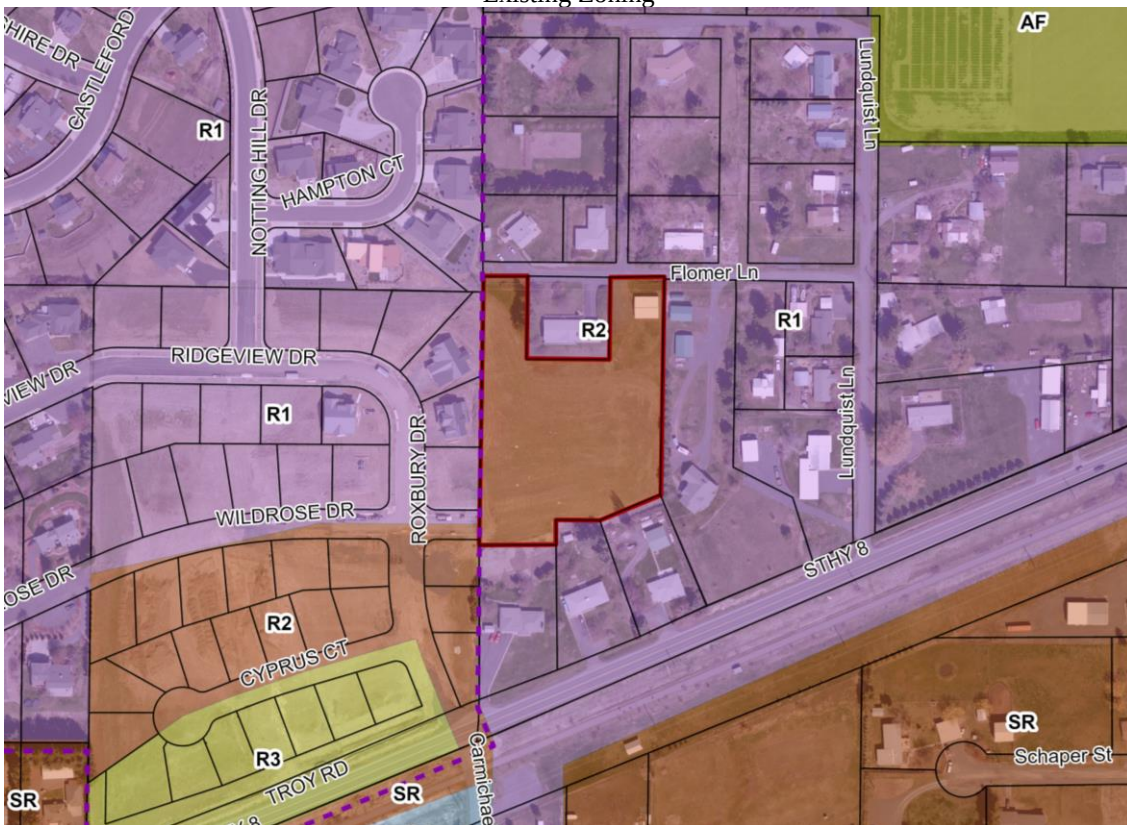
According to the City of Moscow Zoning Code, The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

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.

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. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.



Existing Zoning



Proposed Zoning

Preliminary Plat and PUD: The applicant is proposing to subdivide the 2.53-acre area into 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as the Wildrose Court Subdivision. 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.

The applicant has proposed that 15 of the lots would have a similar style of single-family home constructed on the property. The single-family home is a three-story design with the lower level partially daylighted on one side to follow the contours of the property. The home is a modern shed roof design which includes alternating horizontal and vertical fiber-cement lap siding. There are 3-4 floor plan options that are available which vary from floor to floor.

The applicant is proposing a reduction in the minimum lot area and minimum lot width for the subdivision. Lot 6 which is adjacent to Flomer Lane is 10,666 in size and 85.21 feet in width, which is the only lot that meets the minimum lot size and width requirements of the R-2 Zone. The remainder of the lots range from 3,000 sq ft to 4,654 sq ft in size and 50 to approximately 58 feet in width. The minimum lot size for the R-2 Zone is 7,000 sq ft and the minimum lot width is 60 feet.

The setback requirements for the R-2 Zone are 20 feet in the front, 20 feet in the rear, and a minimum of 5 feet on the side. The applicant is proposing the setbacks of 13 feet in the front, 15 feet in the rear, and 5 feet on the side. The proposed average building height of the single-family dwellings of approximately 28 feet is within the maximum height requirement of 35 feet for the R-2 Zone.

PUD Base Density: The minimum PUD base density of the R-2 Zone is 4.8 dwelling units per acre. The proposed PUD has a net developable area of 2.53 acres, which results in a base density of 12.16 dwelling units. Since the proposal exceeds the base density with 16 dwelling units, the applicant needs to achieve a 32% bonus density on the project. The PUD section allows for numerous ways of achieving bonus density and the applicant has chosen to focus on increases to the common open space of the development, provisions of pedestrian and bicycle path connectivity, maintenance of existing land contours, and also sustainable development practices.

Bonuses may be awarded for providing functional, common open space, which may be in the form of natural areas, floodplains, wetlands, stands of trees or other natural vegetation or riparian areas, playgrounds, active or passive recreational areas, internal pedestrian and/or bike paths and similar areas. Up to a 10% maximum bonus may be awarded if at least 20% of the proposed PUD area is devoted for functional common open space, in excess of any open space required elsewhere in the Code. The applicant has proposed to dedicate approximately 10% of the total area to open space, which in staff's opinion would warrant a 5% density bonus.

The applicant has also proposed to incorporate a number of energy conservation and green building materials within the development. Under the sustainable development section of

density bonuses, a 15% increase may be awarded. The applicant has proposed to incorporate the following provisions:

- Wall Cavities Netted and Blown, Resulting in a R-23 Rating
- Energy Star Rated Windows and HVAC System
- Energy Star Efficient Appliances
- Efficient Framing Methods
- Onsite Recycling for Construction Materials
- Locate HVAC System in Living Space Envelope (Not in Garage)
- Use of Local Materials and/or Environmentally Preferred Products

Based upon the incorporation of the proposed sustainable development measures, it is staff's opinion that a 12% density bonus is warranted.

Bonuses may be awarded for increasing pedestrian, bicycle and/or vehicular connectivity between the proposed development and existing and/or future neighborhoods. To be awarded the bonus, such connectivity shall be in excess of adopted City policy and standards. The applicant is proposing to connect the existing path within Southgate 2nd Addition to Wildrose Circle through the open space parcel. A maximum 10% bonus may be awarded under this category. The applicant has exceeded the parkland dedication requirement and chosen to develop the pathway instead of traditional parkland, so staff's opinion is that a 5% density bonus is warranted.

A 5% maximum bonus may be awarded if the applicant provides a landscaping plan that is significantly in excess of the minimum landscaping otherwise required by the Zoning Code and that it would provide significantly greater benefit to the PUD site or the neighborhood. The applicant has proposed a landscape plan that retains existing landscaping and exceeds the landscaping requirements required by code. However, it is staff's opinion that in order to achieve the full 5% density bonus, a landscape plan needs to be provided for each lot, as well as the entrance to the subdivision. Should this additional landscape plan be provided, it is staff's opinion that a 5% density bonus is warranted.

A 10% bonus may be awarded for the maintenance of existing land contours, vegetation, or other special site features. Bonuses will be awarded based on the amount of site disturbance including whether there is minimal or slight disturbance; whether there is excavation other than for structural foundations; whether streets follow contours of the land; amount of grading; and whether there is removal of natural vegetation. It is staff's opinion that the applicant has designed the site to minimize the amount of site disturbance and has designed the single-family dwellings to be daylighted on one side in order to preserve the contours of the site. There are no slopes greater than 20% on the site or other natural features, but in staff's opinion the preservation of the existing site contours warrants a 5% density bonus.

The sum of the total density bonuses proposed totals 32%, which is the density bonus required to achieve 16 dwelling units on the property.

Access, Streets, Traffic: The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a “U”. Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition. The applicant is proposing a private street which loops through the development named Wildrose Circle. Wildrose Circle will meet the City’s private street standard and includes a 28-foot-wide roadway with curbing on both sides of the street and sidewalks and on-street parking on one side of the street.

Two of the proposed lots (one of which is the open space parcel) will have street frontage on Flomer Lane, which is a County road that is developed to an approximately 20-foot width and surfaced with gravel. The Engineering Department is recommending that additional right-of-way be dedicated on those two lots, but that no street improvements are required.

Utilities: Water mains will be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The property is considered developable in the City’s Comprehensive Water System Plan dated January 2012.

Sanitary sewer is proposed to be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The subject property is within the Southeast Sewer District, which will require consent from the District to connect. The City's Comprehensive Sewer Plan specifies that the city can provide sanitary sewer service to this Addition. As shown on the 2030 peak hour flow projection figure from the Plan, Sanitary sewer mains utilized by Wildrose Subdivision have more than adequate capacity for the proposed subdivision. The main between the Southeast Sewer Lift Station and Carmichael Road is shown to have 50 to 75% pipe capacity remaining. The remainder of the Southeast Sewer District piping is shown to have greater than 75% pipe capacity remaining. Additionally, the South East Sewer Lift Station was designed and constructed with capacity for the 2030 peak hour flow growth scenario and is shown to have more than adequate capacity to serve the Addition.

Storm sewer will be piped and directed to a stormwater detention pond located near the entrance to the subdivision. The detention facilities of the proposed development will need to meet Moscow’s Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate before entering the City’s storm system.

Parkland Dedication: Per the attached memo from David Schott, Parks and Facilities Manager, the proposed subdivision falls under the requirements of the parkland dedication codes of the City. Based on the proposed preliminary plat, the net developable area is 63,549 sf or 1.46 acres. The proposed R-2 Zone has a requirement of 5% for parkland dedication, which requires 3,177 sf or 0.07 acres in parkland dedication. The Moscow Pathways Commission considered the proposal on February 13, 2024 and recommended approval of the parkland dedication for a twenty (20) foot corridor for the construction of an eight (8) foot pathway for a total parkland dedication of 3,202 sf. The Parks and Recreation Commission considered the Moscow Pathways Commission's recommendation and the proposal during their February 22, 2024 meeting. The Parks and Recreation

Commission also recommended approval of the 3,202 sf pathway corridor and constructed eight (8) foot pathway as proposed. The parkland dedication, as proposed, meets and slightly exceeds the parkland dedication requirements under Moscow City Code.

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

Input from other Departments/Commissions:

Engineering Department

The Engineering Department has provided parkland dedication requirements within an attached March 21, 2024 memo from Todd Drage, Engineering Technician.

Parks and Recreation Department

The Parks and Recreation Department has provided parkland dedication requirements within an attached March 5, 2024 memo from David Schott, Parks and Facilities Manager.

Transportation Commission

The Transportation Commission reviewed the proposed subdivision at their March 14, 2024 meeting and were in support of the proposed street network.

RECOMMENDATIONS:

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 six conditions.

Staff recommends that the Council 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.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
3. If the Annexation Ordinance is approved and 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.
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 the following condition and

adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria:

1. In order to achieve the full 5% density bonus for landscaping, the applicant shall expand the landscape plan to include landscaping on individual lots and the entrance to the subdivision.
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 the following five (5) conditions and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria:
 1. The proposed subdivision shall be analyzed in the City's water system model to verify that the current design will have adequate potable and fire flow requirements, and if there are deficiencies the applicant shall be responsible for the construction of the improvements needed to adequately serve the subdivision.
 2. The applicant shall gain approval of the Southeast Sewer District to accept Sanitary Sewer Water in a form acceptable to both the City and the District.
 3. The applicant shall dedicate 10 feet of right-of-way along the Flomer Lane frontage of the subject property in order to accommodate the construction of a local street per City Standards in the future in the event it becomes necessary to do so.
 4. The applicant shall be required to conduct a detailed stormwater discharge analysis to include any mitigation actions necessary to ensure that the stormwater facility shall have no downstream adverse impacts subject to the approval of the City Engineer.
 5. The applicant shall extend the water main currently terminating at Lot 13 to the south to connect with the water main within Wildrose Court to improve water quality and redundancy in the subdivision.

NOTICE OF PUBLIC HEARING

Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, Planned Unit Development (PUD), and Preliminary Subdivision Plat for 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 as Shown on the Vicinity Map Below. Permit Applications LUP2024-0005, LUP2024-0006, and LUP2024-0007.

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

1. Annexation of the 2.53-acre subject property.
2. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential.
3. Rezoning of the subject property from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
4. Proposed Preliminary Plat and Planned Unit Development (PUD) of the 2.53-acre area to create 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as Wildrose Court.

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.

MEETING DATE: Monday, May 6, 2024

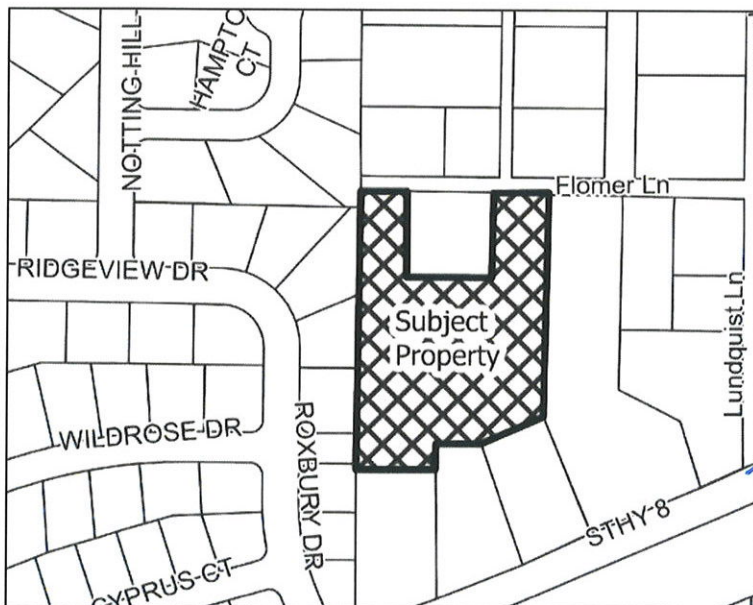
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.

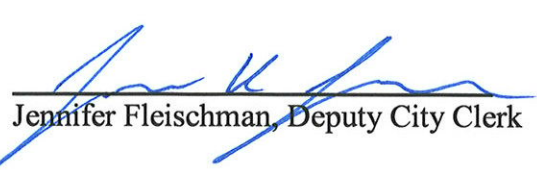
Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain

further information about the public hearing process and procedures on the City Website at:
<https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie M. Hopkins, Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Published: Saturday, April 20, 2024

February 21, 2024

Mayor Bettge and Moscow City Council
City Hall
Moscow, Idaho

Re: 2.53 Acre, Flomer Lane Parcel RP35N05W167350 Property Annexation and Rezone.

Dear Mayor Bettge and City Council

This letter is written in request to annex a 2.53 Acre, Flomer Lane parcel RP35N05W167350 in southeast Moscow, near Flomer Lane and Wildrose Street be considered for Annexation into the City and Rezone from Latah County Single Family Residential (R1) to City of Moscow Residential (R2).

Please see attached proposed preliminary planned unit development (PUD) plat for clarification.

Enclosed are:

1. Existing Record of Survey (ROS Inst #624009)
2. Existing Legal Description (Quitclaim Deed Inst #625170)
3. Proposed Planned Unit Development Plat

Please do not hesitate to contact me or Hodge and Associates if you have any questions regarding this annexation request

Sincerely,



Ron Struthers
Property Owner(s)



**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			
Dept	Fee Type	Fees	Paid
CDV	Zoning/Comp Plan Amend	\$1,071.00	
CDV	Annexation	\$1,071.00	
Receipt Number			

APPLICATION FOR ZONING OR COMPREHENSIVE PLAN AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Ron Struthers/Dave Dail - Provvidenza LLC Phone: (208) 892-4339
(208) 310-0855
 Address: 1008 Warren Ln, Moscow, ID 83843 Email: ron@sonriseapartments.com
davedail.realtor@gmail.com

Relationship to affected property (please check one):

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

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

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

3. Location of Affected Property: 0 Flomer Ln, 83843 - RP39N05W167350A

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

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

INFORMATION ON REQUESTED REZONE

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

From: Outside City Limits - Latah County R1 to: Single Family Residential - R2
 (Current zoning) (Proposed zoning)

5. **Reason:** Applicant requests a rezone for the following reason(s): _____

To utilize and extend the City of Moscow utilities from Ridgeview Estates, to service the lots
of the Plat of Wildrose Court.

6. Before the Moscow Planning and Zoning Commission can approve a zoning amendment request, the Commission must first make findings of compliance with the following five **Relevant Criteria and Standards**. Please indicate in the spaces provided below what you believe to be justification showing compliance with each item:
- A. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.
This proposed rezone is consistent with the Comprehensive Plan. This rezone will allow for sustainable growth in this area, and compliment the current construction of Ridgeview Estates. It will provide better transporation facilities to those in the area and will create a safe environment to where this area of town is now connected and fully developed.
- B. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.
The best provide both access and services/facilities, zoning this lot into the City of Moscow as R2, is the most logical and orderly option in order for this currently empty field to be properly developed and connected with the City of Moscow.
- C. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.
While most of the surrounding parcels are deemed outside of the City limits, the west boundary of the plat is all zoned Single Family Residential (R1). We are utilizing a roadway that splits between R1 and R2. Since we are extending this roadway, the main transporation facilities come from similar zoning to which we are trying to become.
- D. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.
The services provided to Ridgeview Estates, along Wildrose Drive have already been extended eastward towards this lot in lieu of possible future development. This will not place an undue burden upon delivery of services, since this area had already been accounted for in the platting/construction process of Ridgeview Estates.

- E. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by existing transportation network, public facilities and services. The existing facilities from Ridgeview Estates, along Wildrose Drive, are currently stubbed at the dead end of Wildrose Drive. This dead end is the entrance to our proposed platted area, and the services can be adequately extended into the Plat of Wildrose Court in order to service the lots.
-
-

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

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

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

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

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

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



Signature of Applicant

02/21/2024

Date

Signature of Property Owner (if different)

Date

Section 16, T39N, R5W, BM

Survey References:

1. Ridgeview Estates 2nd Addition, Instrument #577638, by J. Hammond, RLS #2102.
2. Southgate 3rd Addition, Instrument #540165, by J. Hammond, RLS #2102.
3. Lundquist Addition, Instrument #219584, by M. Conitz, PE #1301.
4. Warranty Deed, Instrument #611335, Nelson to Nash.
5. Warranty Deed, Instrument #620602, Glasgow Properties/Lois Pritchett to Providenza, LLC.
6. Quitclaim Deed, Instrument #597618.
7. Record of Survey, Instrument #579637.
8. Plat of Section 16, Township 39 North, Range 5 West, Book 2, Page 36.
9. Order to Vacate, Instrument #320845.

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 Providenza, LLC in May 2022.

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 northwest corner of the Southeast Quarter of Section 16, and the northeast corner of the Southeast Quarter of Section 16, said bearing being S89°45'01"E.

Surveyor Narrative

1. The purpose of this survey was to locate, monument and map the boundaries of Providenza, LLC, per Warranty Deed, Instrument #620602, and to correctly map the boundaries of the Nash Parcel, per Record of Survey, Instrument #556508, as shown hereon.
2. The North line of the Southeast Quarter of Section 16 was located to establish the Basis of Bearings and primary boundary control. The Parcel described in Warranty Deed, Instrument #620602, Latah County Records, was rotated to project basis and located accordingly.
3. The point of beginning in Quitclaim Deed, Instrument #597618 is in error. This error puts the north line of the parcel described therein in the wrong location. Flomer is a signature of Warranty Deed, Instrument #620602, and said Warranty Deed redefines the north line of said parcel, as shown on this survey.

Legend

- Found Monument as Described
 - Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
 - Found 1" Iron Pipe, Leaning, Shot at Base
 - Found 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "HEDCO, Inc. PE/LS 2102" or as Described
 - Found 1/2" Diameter Rebar, No Cap
- Calculated Position
- Found Centerline Monument
- Same Ownership
- Block Number
- Lot Number
- Record Data - See Survey References
- Boundary Line
- Boundary Line per Warranty Deed Instrument #611335 (To Be Made Obsolete)
- Lot Line
- Section/Section Subdivision Line
- Centerline
- Right-of-Way
- Vacated Right-of-Way

624009
NO. AT THE REQUEST OF:

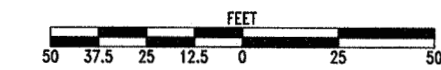
Hodge & Associates
DATE & HOUR:

6/15/22 2:14 P.M.

TONYA DODGE
LATAH COUNTY RECORDER

FEE \$500

SCALE: 1"=50'



P.O. Box 8726
Moscow, Idaho 83843
(208) 882-3520

Land Surveying
Site Planning
Mapping

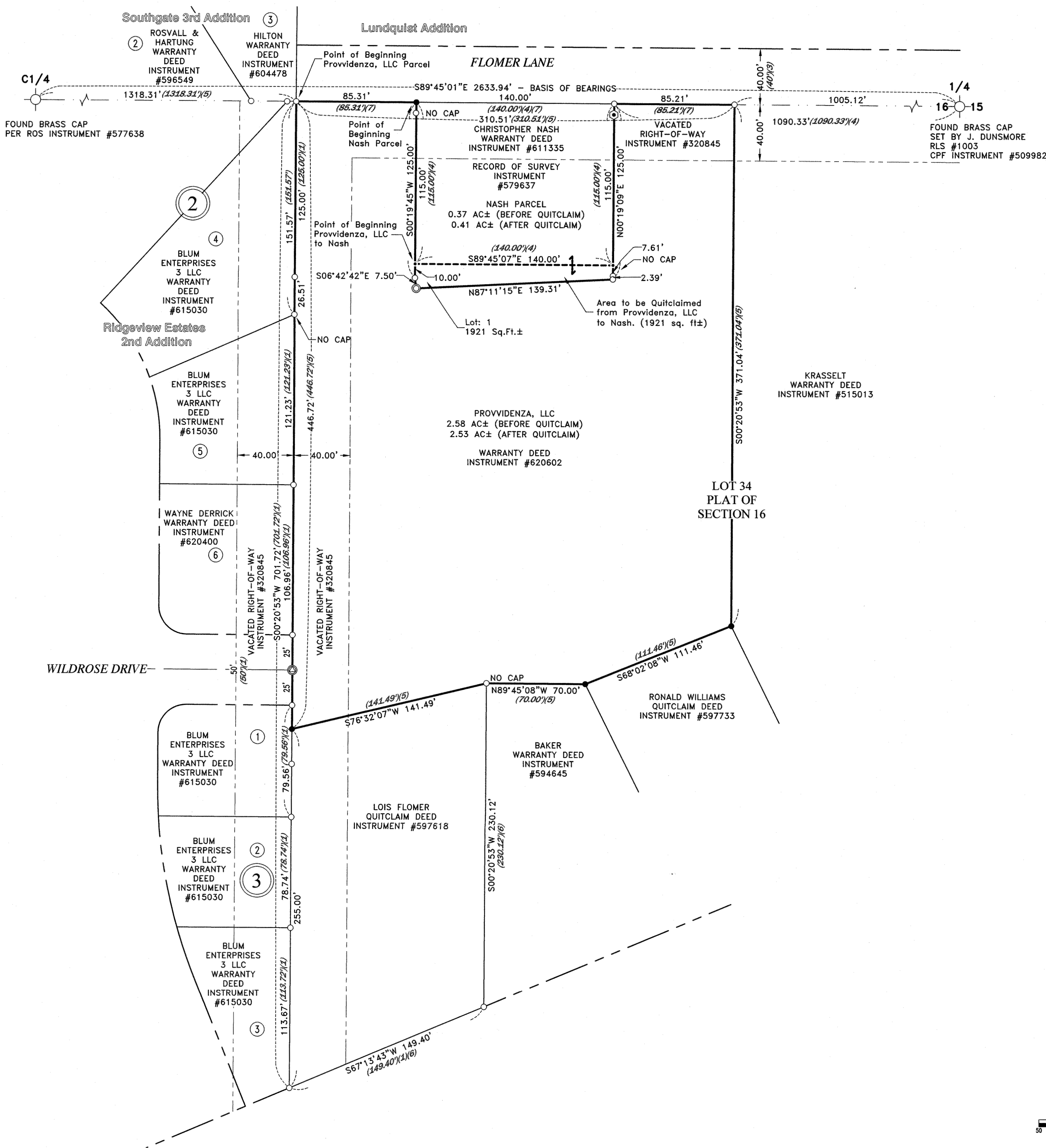
RIM ROCK CONSULTING, INC.

PROFESSIONAL LAND SURVEYOR
LICENSED
17534
6/15/22
STATE OF IDAHO
MICHAEL E. DAHLIN

Record of Survey for:
Providenza, LLC.
Moscow, Idaho

Drafted by:	DC
Checked by:	SW/MED
File Name:	4543 ROS.dwg
Tab:	Layout
Plot Style:	OCE.ctb
Project:	4543-05-22
Date:	6/15/22

1 of 1



NO. 625170
 AT THE REQUEST OF
Westhera Brooke Moore
 DATE & HOUR
8/12/2022 10:42 AM
 TONYA DODGE
 LATAH COUNTY RECORDER
 FEE \$ 12.00 BY dm

QUITCLAIM DEED

FOR VALUE RECEIVED, PROVVIDENZA, LLC, an Idaho Limited Liability Company, the "Grantor," hereby conveys, remises, releases and forever quitclaims unto PROVVIDENZA, LLC, an Idaho Limited Liability Company, the "Grantee," whose current address is 1026 S. Harding St, Moscow, ID 83843, all present right, title and interest in the following described real property in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 16; Thence along the north line thereof, S89°45'01"E, 1318.31 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, said point also being the northeast corner of Ridgeview Estates 2nd Addition, Instrument #577638, Latah County Records, and the Point of Beginning:

Thence continuing along said north line, S89°45'01"E, 85.31 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #611335, Latah County Records; Thence leaving said north line, along the west line of said parcel S00°19'45"W, 115.00 feet to the southwest corner thereof; Thence along the west line of a parcel of land, defined in Record of Survey, Instrument #579637, Latah County Records, S00°19'45"W, 10.00 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in said Record of Survey; Thence S06°42'42"E, 7.50 feet to a 1" diameter pipe; Thence N87°11'15"E, 139.31 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in Record of Survey, Instrument #579637; Thence N00°19'09"E, 2.39 feet to an existing steel pin, with no cap; Thence N00°19'09"E, 7.61 feet to the southeast corner of a parcel of land described in, Warranty Deed, Instrument #611335; Thence along the east line thereof, N00°19'09"E, 115.00 feet to the north line of said Northeast Quarter of the Southeast

QUITCLAIM DEED - 1

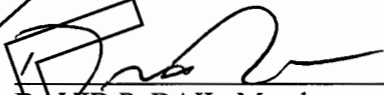
Quarter; Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records; Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597733, Latah County Records; Thence along the north line of said parcel of land, S68°02'08"W, 111.46 feet, to the northeast corner of a parcel of land described in, Warranty Deed, Instrument #594645, Latah County Records; Thence along the north line of said parcel of land, N89°45'08"W, 70.00 feet, to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597618, Latah County Records; Thence along the north line of said parcel of land, S76°32'07"W, 141.49 feet, to the west line of the Northeast Quarter of the Southeast Quarter, and the east boundary line of Ridgeview Estates 2nd Addition; Thence along said common line, N00°20'53"E, 446.72 feet to the Point of Beginning.

TOGETHER WITH ALL tenements, hereditaments and appurtenances thereunto belonging.

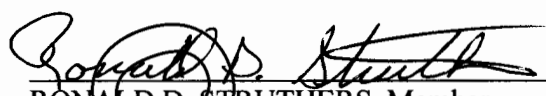
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever.

PROVVIDENZA, LLC

DATED: 8/4/22


DAVID P. DAIL, Member

DATED: 8-4-22


RONALD D. STRUTHERS, Member

DATED: 8-4-22


ANN STRUTHERS, Member

QUITCLAIM DEED - 2

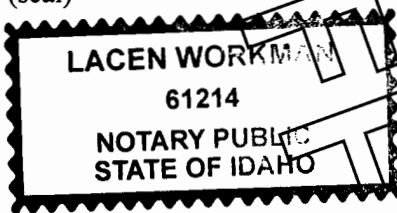
625170

STATE OF Idaho)
) : ss
 County of Latah)

On this 4th day of August, 2022, DAVID P. DAIL, as a Member of Provvidenza, LLC, an Idaho Limited Liability Company, known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of August, 2022.

(seal)



Lacen Workman
 Notary Public

Residing at Garfield, WA

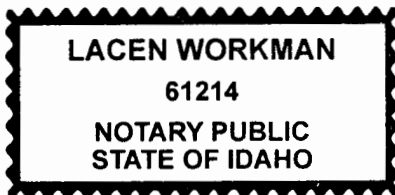
My commission expires 03/11/2025

STATE OF Idaho)
) : ss
 County of Latah)

On this 4th day of August, 2022, RONALD D. STRUTHERS, as a Member of Provvidenza, LLC, an Idaho Limited Liability Company, known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of August, 2022.

(seal)



Lacen Workman
 Notary Public

Residing at Garfield, WA

My commission expires 03/11/2025

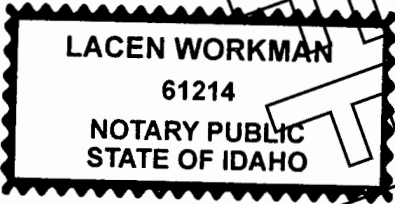
QUITCLAIM DEED - 3

STATE OF Idaho)
 : ss
County of Latah)

On this 4th day of August, 2022, ANN STRUTHERS, as a Member of Provvidenza, LLC, an Idaho Limited Liability Company, known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned

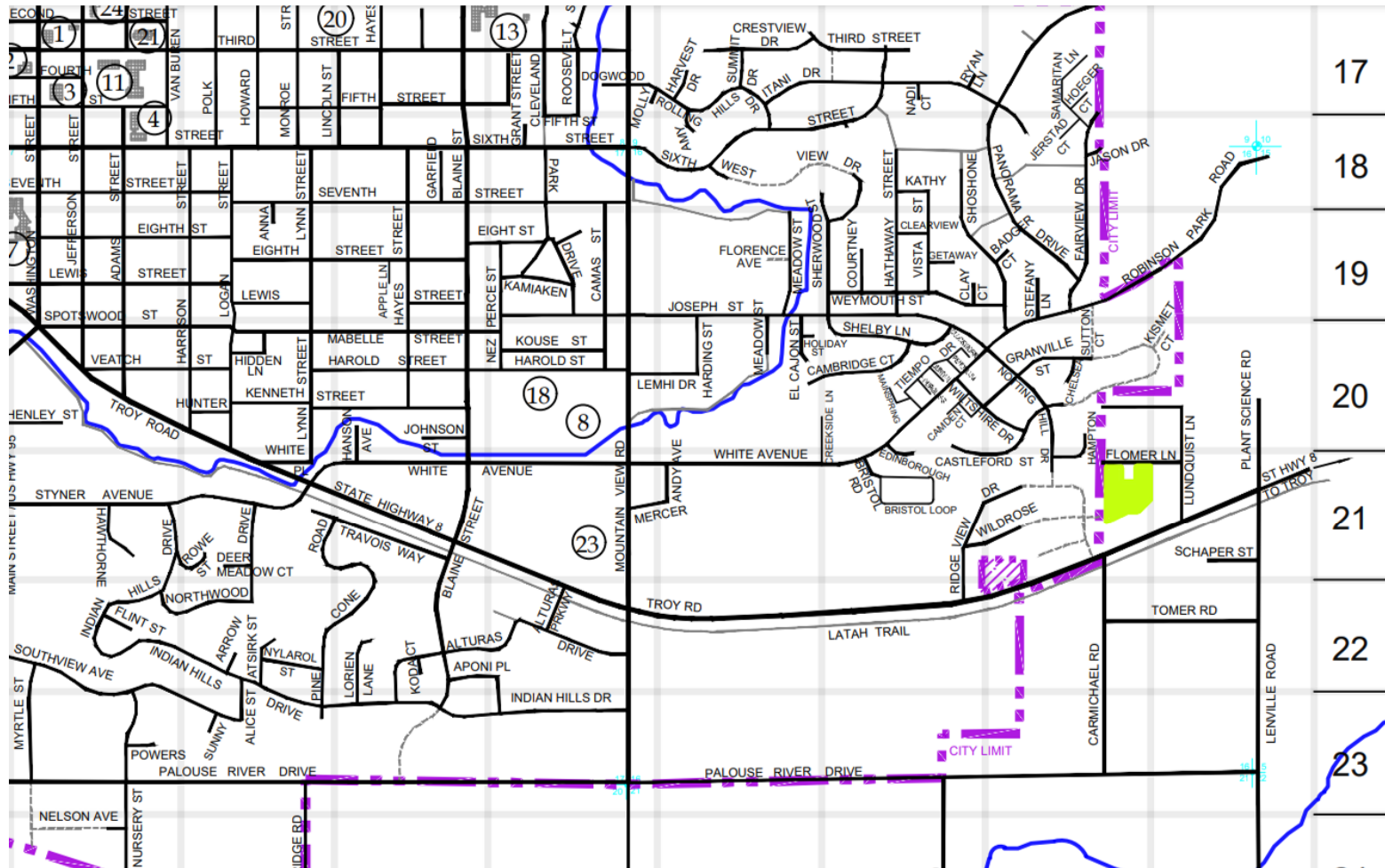
GIVEN under my hand and official seal this 4th day of August, 2022.

(seal)



Lacen Workman
Notary Public
Residing at Garfield, WA
My commission expires 03/11/2025

OFFICIAL COPY





**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			
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$984.00	
	Receipt Number		

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

(Please type or print plainly with blue ink.)

APPLICANT:

Name: Ron Struthers & Dave Dail (Provvidenza, LLC) Phone: (208) 892-4339
(208) 310-0855
 Address: 1008 Warren Ln, Moscow, ID 83843 Email: ron@sonriseapartments.com
davedail.realtor@gmail.com

OWNER: (if other than applicant)

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

ENGINEER/SURVEYOR:

Name: Scott Becker Phone: (208) 882-3520
 Address: 405 S. Washington St, Moscow, ID 83843 Email: scottbecker@moscow.com

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

PROPERTY:

- Proposed Subdivision Name: Wildrose Court
- Address(es) or Parcel Number(s): 0 Flomer Ln, 83843 - RP39N05W167350A
- Legal Description: *Please attach copy of full description.*
- Gross Area of all land involved: 2.53 +/- acres, and/or _____ sq. ft.
- Total Net Area of land area, exclusive of proposed or existing public street and/or other public lands:
 _____ acres, and/or 77,889.4 +/- square feet.
- Total number of lots: Sixteen (16) Average lot size: 3,984 sq. ft. +/-
- Existing Zoning of subject property: Outside City Limits - Latah County R1

PROJECT DESCRIPTION:

Please describe the concept of the proposed subdivision and approximate percentage (%) of each proposed new land use (i.e. 75% single-family residential; 20% multi-family; 5% commercial). Also include any proposed park land and the acreage:

The new use of this property, will include a Sixteen (16) Lot Single Family development, with a roadway connection from the dead end of Wildrose Drive, providing access from Ridgeview Estates, to all 16 lots. Tract of land dedicated for stormwater purposes, additional tract dedicated to pathway as parkland.

Pathway Parkland Dedication: 3202 sq. ft. +/-, Open Space: 8,990 sq. ft. +/-, Stormwater: 5319 sq. ft. +/-

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 written approval of such a request is issued by the City Engineer.

PRELIMINARY PLAT CHECKLIST:

- _____ 1. Subdivision name
- _____ 2. Location: Section, Township, Range
- _____ 3. Subdivider's name & address
- _____ 4. Engineer/surveyor name & address
- _____ 5. Date of subdivision
- _____ 6. Reference to adjoining subdivisions with names
- _____ 7. North arrow
- _____ 8. Scale, not less than 1 in. = 60 ft.
- _____ 9. Existing and proposed right-of-way or public tracts with widths and names
- _____ 10. Lot and block layout with numbering and dimensions
- _____ 11. Existing zoning designation, or proposed if a rezone is requested
- _____ 12. All existing and proposed easements of record stating width and purpose
- _____ 13. Location of any existing open spaces or permanent structures
- _____ 14. General layout of sewer and water utilities
- _____ 15. Proposed phasing, if any
- _____ 16. Acreage breakdown with gross and net (less right-of-way)
- _____ 17. Plan/profile of proposed street grades
- _____ 18. Existing Topography*
- _____ 18. Proposed finished grading plan*
- _____ 19. Location of any delineated wetlands and/or water bodies and, if applicable, the floodway and 100-year floodplain (BFE data must be included if the plat is ≥ 5 acres or ≥ 50 lots)
- _____ 20. Vicinity sketch

*5' max. contour interval (except for slopes $> 50\%$ may have 10' interval). Areas with existing slopes $\geq 20\%$ shall be shaded or clearly indicated on the plans.

APPLICATION SUBMITTAL:

This application must be completed and submitted with the below described items to the Community Development Department at least twenty-one (21) days prior to the hearing at which the application is to be considered by the Board. Applicant will be notified by the City Planner I as to the time, date, and place of the hearing pertaining to this application.

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

1. Payment of application fees.
2. Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
3. One full-sized Preliminary 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

02/21/2024

Date

Signature of Property Owner (if different)

Date

Wildrose Court T39N, R5W, BM

Legal Description

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 16; Thence along the north line thereof, S89°45'01"E, 1318.31 feet to the northwest corner of the Northeast Quarter of Section 16, said point also being the northeast corner of Ridgeview Estates 2nd Addition, Instrument #577638, Latah County Records, and the **Point of Beginning**:

Thence continuing along said north line, S89°45'01"E, 85.31 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #611335, Latah County Records;
Thence leaving said north line, along the west line of said parcel S00°19'45"W, 115.00 feet to the southwest corner thereof;
Thence along the west line of a parcel of land, defined in Record of Survey, Instrument #579637, Latah County Records, S00°19'45"W, 10.00 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in said Record of Survey;
Thence S06°42'42"E, 7.50 feet to a 1" diameter pipe;
Thence N87°11'15"E, 139.31 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in Record of Survey, Instrument #579637;
Thence N00°19'09"E, 2.39 feet to an existing steel pin, with no cap;
Thence N00°19'09"E, 7.61 feet to the southeast corner of a parcel of land described in, Warranty Deed, Instrument #611335;
Thence along the east line thereof, N00°19'09"E, 115.00 feet to the north line of said Northeast Quarter of the Southeast Quarter;
Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records;
Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597733, Latah County Records;
Thence along the north line of said parcel of land, S68°02'08"W, 111.46 feet to the northeast corner of a parcel of land described in, Warranty Deed, Instrument #594645, Latah County Records;
Thence along the north line of said parcel of land, N89°45'08"W, 70.00 feet to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597618, Latah County Records;
Thence along the north line of said parcel of land, S76°32'07"W, 141.49 feet to the west line of the Northeast Quarter of the Southeast Quarter, and the east boundary line of Ridgeview Estates 2nd Addition;
Thence along said common line, N00°20'53"E, 446.72 feet to the **Point of Beginning**.

Parcel contains 2.53 acres, more or less.

Together With: A 15.00' wide access and utility easement, described in Easement Agreement, Instrument #625212, Latah County Records.

Certificate of Owner

Know all persons by these presents, that Provvidenza, LLC is the owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as the Wildrose Court Subdivision to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith declare to offer for dedication to the public for public use, the street right-of-ways, Tract A for Stormwater Detention and Tract B for Park Land Purposes.

In witness thereof, the undersigned has set his hand and seal.

Ron Struthers
Representative, Provvidenza, LLC

Date

Acknowledgment

STATE OF IDAHO } S.S.
COUNTY OF LATAH }
On this _____ day of _____, 2023, before me, personally appeared, Ron Struthers known or identified to me to be the person whose name is subscribed to the foregoing instrument and that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, _____
Residing in _____
My Commission Expires _____



Approvals

Moscow Planning and Zoning Commission

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 _____, 2023.

Chairman, Planning and Zoning Commission

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____ 2023.
Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk Mayor, City of Moscow

City Engineer, City of Moscow

Examined and approved by the City Engineer this _____ day of _____ 2023.

City Engineer, City of Moscow

Latah County Surveyor

Examined and approved by the Latah County Surveyor this _____ day of _____ 2023.

Latah County Surveyor

Latah County Treasurer

I hereby certify that taxes and assessments on property shown hereon have been paid for 2023 and preceding years as of this _____ day of _____ 2023.

Latah County Treasurer

Public Health - Idaho North Central Health District

Sanitary restrictions as required by Idaho Code, Title 50, 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.

Public Health - Idaho North Central District, Senior Environmental Health Specialist

Date

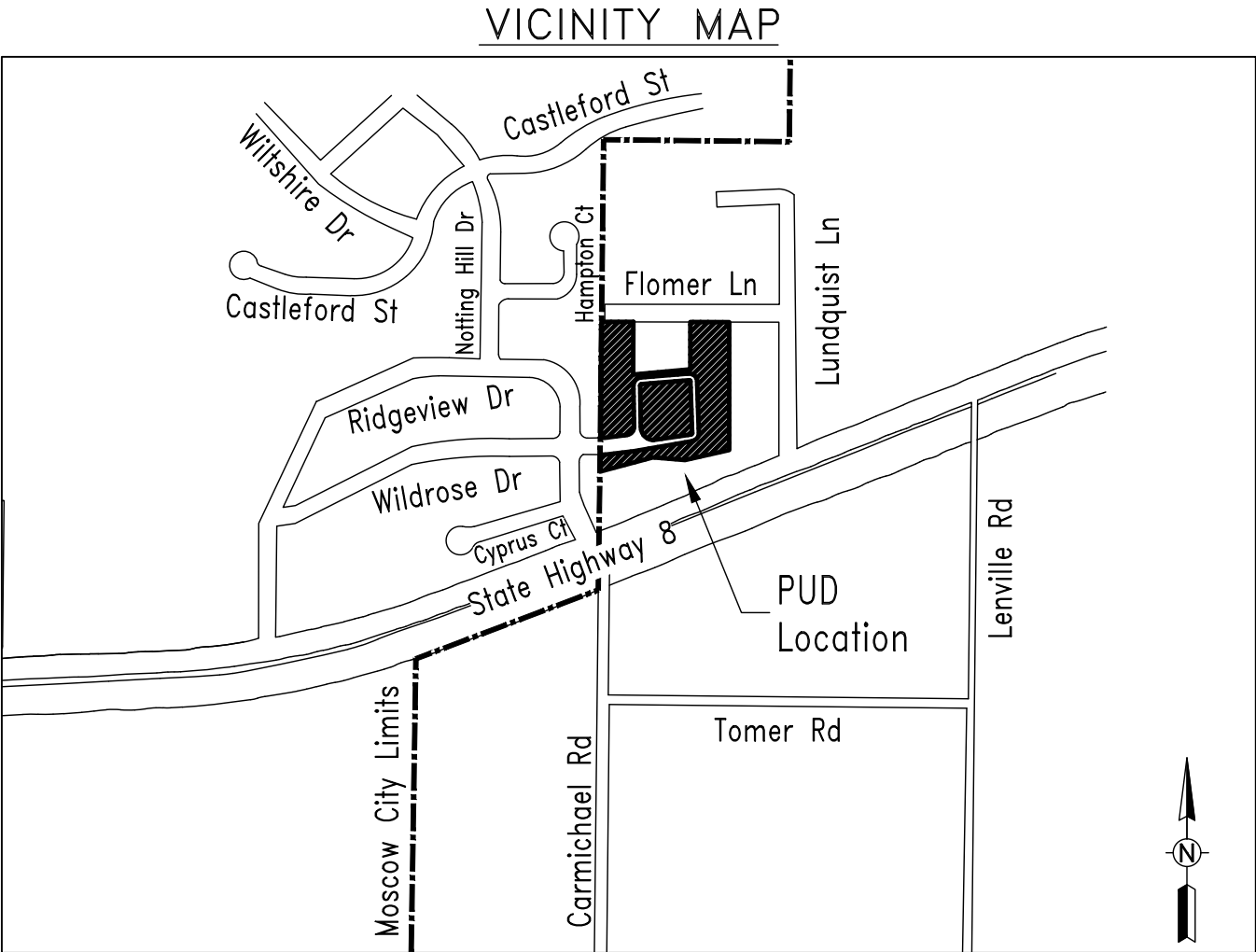
SURVEYOR'S CERTIFICATE

I, Michael E. Dahlin, PLS #17534, State of Idaho, hereby certify that this map represents a survey performed by me or under my direction in conformance with Idaho Code, Title 50, Chapter 13 and Latah County subdivision ordinance at the request of Ron Struthers as shown this,

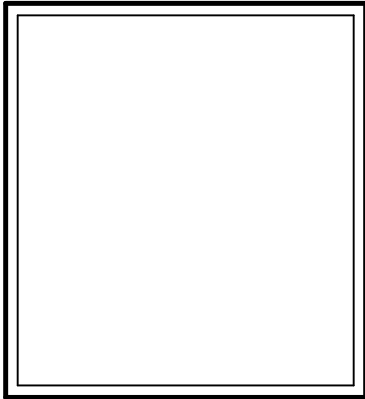
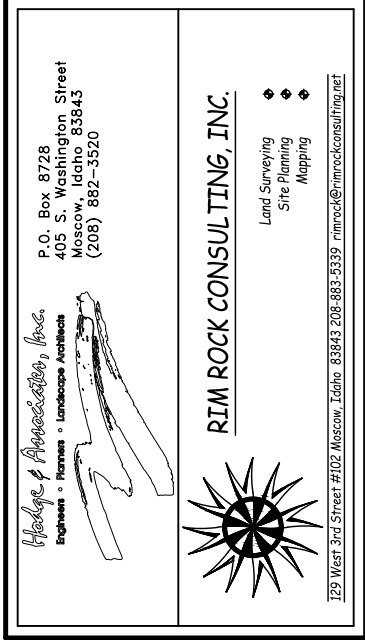
_____ day of _____, 2023.



Michael E. Dahlin Idaho Professional Land Surveyor



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



Subdivision Plat of:
Wildrose Court
Moscow, Idaho

Drafted by:	DC
Checked by:	SW/MED
File Name:	WILDROSE PUD PLAT (01.24.46).dwg
Tab:	Sign
Plot Style	Primary.ctb
Project:	4543-05-22
Date:	2/8/24

1 of 2

1. Ridgeview Estates 2nd Addition, Instrument #577638, by J. Hammond, RLS #2102.
2. Southgate 3rd Addition, Instrument #540165, by J. Hammond, RLS #2102.
3. Lundquist Addition, Instrument #219584, by M. Conitz, PE #1301.
4. Warranty Deed, Instrument #611335, Nelson to Nash.
5. Warranty Deed, Instrument #620602, Glasgow Properties/Lois Pritchett to Providenza, LLC.
6. Quitclaim Deed, Instrument #597618.
7. Record of Survey, Instrument #579637.
8. Plat of Section 16, Township 39 North, Range 5 West, Book 2, Page 36.
9. Order to Vacate, Instrument #320845.
10. Record of Survey, Instrument #624009, My M. Dahlin, PLS #17534.
11. Quitclaim Deed, Instrument #625168.
12. Quitclaim Deed, Instrument #625169.
13. Quitclaim Deed, Instrument #625170.
14. Easement Agreement, Instrument #625212.

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 Providenza, LLC in November 2023.

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found northwest corner of the Southeast Quarter of Section 16, and the northeast corner of the Southeast Quarter of Section 16, said bearing being S89°45'01"E.

1. The purpose of this survey was to locate, monument and map the boundaries of Providenza, LLC, per Record of Survey, Instrument #624009, and to divide said parcel into five separate lots to be part of the Plat of Wildrose Court, as shown hereon.
2. See Record of Survey, Instrument #624009 for boundary resolution and additional record data. Measured dimensions shown on this map match all corresponding record dimensions from said survey.
2. The North line of the Southeast Quarter of Section 16 was located to establish the Basis of Bearings and primary boundary control. The Parcel described in Warranty Deed, Instrument #620602, Latah County Records, was rotated to project basis and located accordingly.

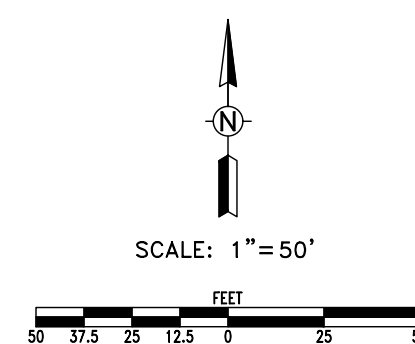
	Found Monument as Described
	Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
	Found 1" Iron Pipe, Leaning, Shot at Base
	Found 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "HEDCO, Inc. PE/LS 2102" or as Described
	Found 1/2" Diameter Rebar, No Cap
	Calculated Position
	Found Centerline Monument
	Set Right-of-Way or Dedication Monument
	Same Ownership
	Block Number
	Lot Number
	Curve Tag - See Curve Table
	Record Data - See Survey References
	Boundary Line
	Lot Line
	Section/Section Subdivision Line
	Centerline
	Right-of-Way
	Vacated Right-of-Way
	Existing Easement Line
	Proposed Utility Easement

NO. _____
AT THE REQUEST OF:

DATE & HOUR:

JULIE FRY
LATAH COUNTY RECORDER

FEE \$ _____ BY _____



Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	44.55'	76°11'28"	33.50'	41.34'	N38°26'37"E
C2	54.47'	93°09'38"	33.50'	48.66'	N46°13'56"W
C3	50.77'	86°50'22"	33.50'	46.05'	S43°46'04"W
C4	35.32'	89°55'48"	22.50'	31.80'	N45°18'47"E
C5	31.25'	76°11'28"	23.50'	29.00'	N38°26'37"E
C6	38.71'	94°21'07"	23.51'	34.48'	N45°37'41"W
C7	36.12'	88°01'43"	23.51'	32.67'	S43°09'50"W
C8	42.58'	103°48'32"	23.50'	36.99'	S51°33'23"E
C9	23.01'	39°20'55"	33.50'	22.56'	S20°01'20"W
C10	16.27'	37°49'35"	33.50'	16.11'	S53°36'45"W
C11	74.72'	54°11'35"	79.00'	71.97'	S26°44'55"E
C12	86.66'	84°09'17"	59.00'	79.08'	N41°43'46"W

Detail A

Not to Scale

**PRELIMINARY
NOT FOR
RECORDING**

Subdivision Plat of:
Wildrose Court
Moscow, Idaho

Drafted by: DC

Checked by: SW/MED

File Name: WILDROSE PUD PLAT (01.24 dc).dwg

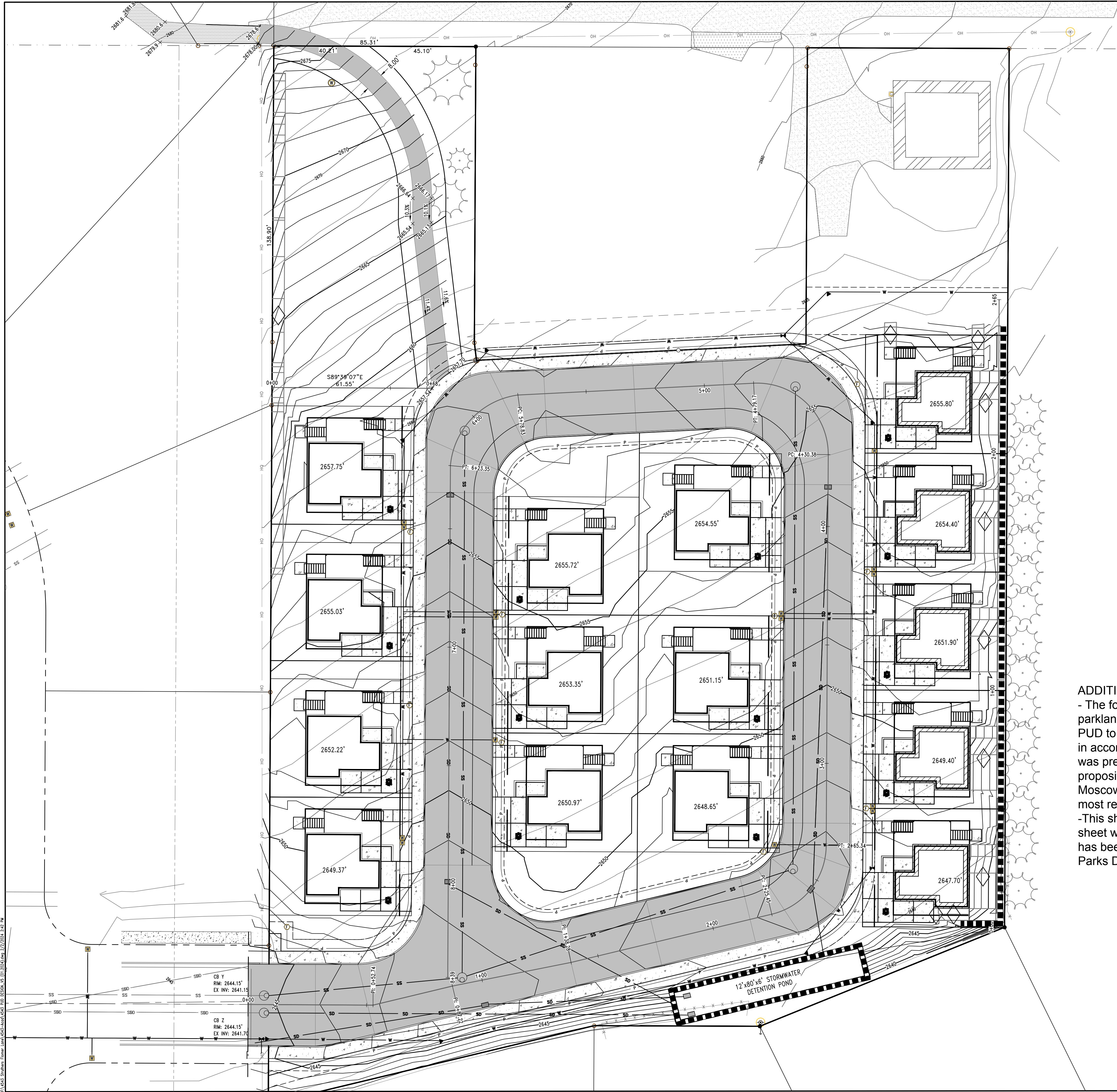
Tab: Layout

Plot Style Primary.ctb

Project: 4543-05-2

Date: 2/8/24

2 of 2



GRADING LEGEND

- 10% GRADE ARROW - ARROW POINTS DOWNHILL
- SPOT ELEVATION - PROPOSED ASPHALT
- SPOT ELEVATION - TOP BACK OF CURB/ASPHALT
- EXISTING 1' CONTOUR INTERVAL
- EXISTING 5' CONTOUR INTERVAL
- PROPOSED 1' CONTOUR INTERVAL
- PROPOSED 5' CONTOUR INTERVAL
- SILT FENCE
- PROPOSED FENCING
- PROPOSED WALL
- PROPOSED EVERGREEN TREE
- PROPOSED SHRUB
- CURB - SEE DETAIL
- PROPOSED CONCRETE PAVING
- PROPOSED ASPHALT PAVING
- EXISTING ASPHALT PAVING

ADDITIONAL INFORMATION GRADING SHEET:

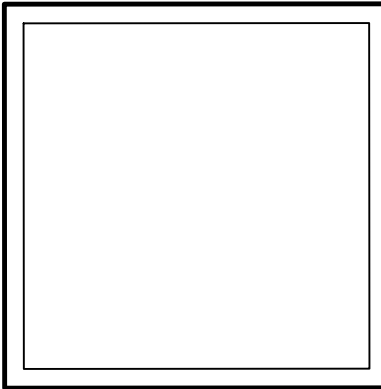
- The following grading sheet represents the newest proposed layout of the, parkland dedication area and the pathway that connect the proposed Wildrose PUD to the subdivision to the Northwest. The following layout has been proposed, in accordance with Todd Drage and the City of Moscow Parks Director. This layout was presented in the most recent pathways commision meeting (02/13). The proposition and acceptance of this layout is an ongoing process with the City of Moscow parks director and pathways commission. This sheet is to represent the most recent progress with all parties on a final decision for the area.

-This sheet is to replace the previous grading of the pathway, as the prior grading sheet was designed prior to a decision from the parks director. The following layout, has been developed in accordance withe Todd Drage and the City of Moscow Parks Director.

Hodge & Associates, Inc.
Engineers - Planners - Landscape Architects

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

PRELIMINARY
NOT FOR
CONSTRUCTION

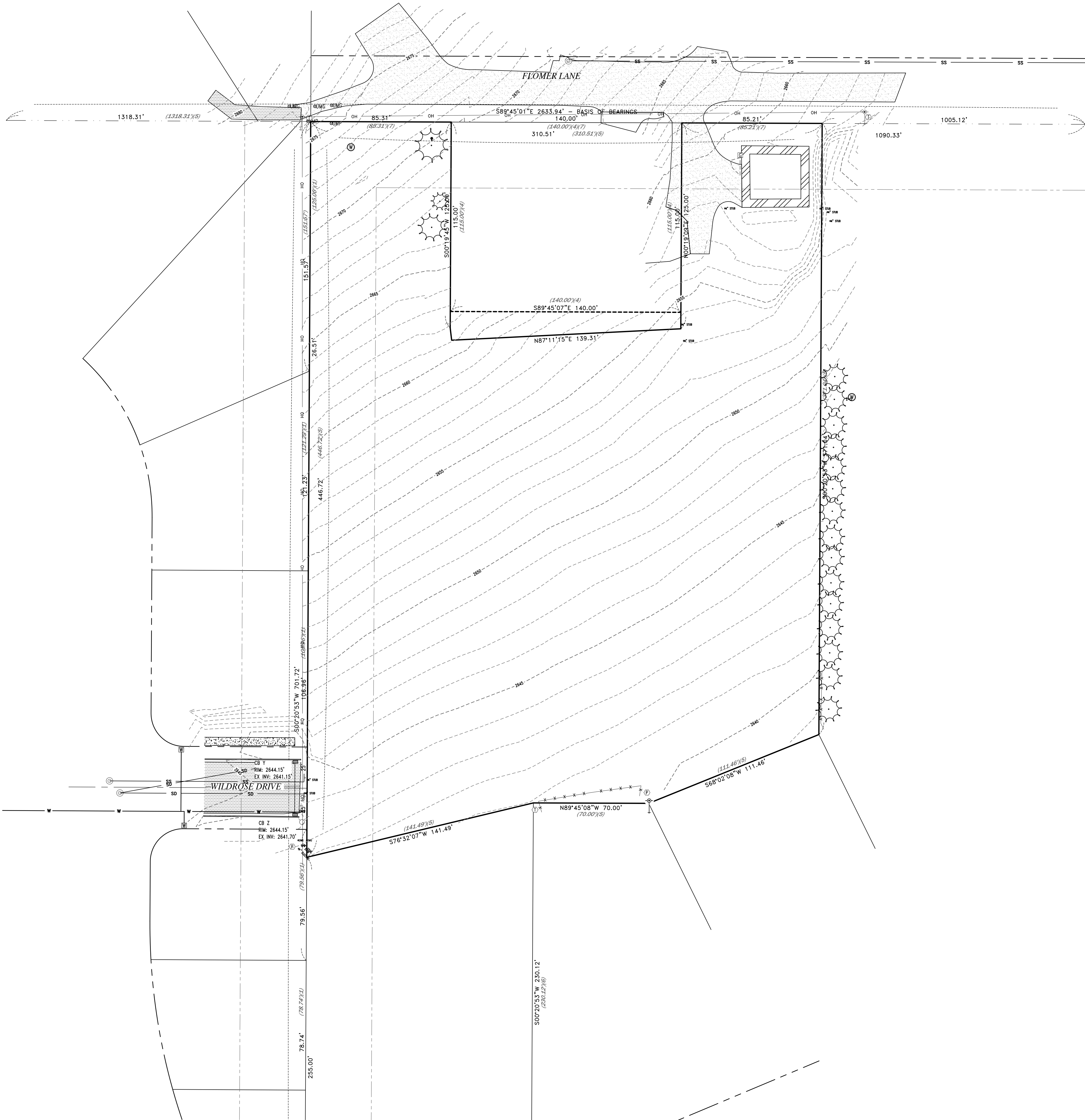


WILDROSE COURT DEVELOPMENT
GRADING

PROVIDENZA, LLC
FLOWER LANE
MOSCOW, ID 83843
(208) 892-4339

Designed By:	SB
Drafted by:	DC
Checked by:	SB
File Name:	4543 PUD DESIGN_V5 (01-2024).dwg
Tab:	GRADING
Layer Style:	TOPO
Plot Style	Primary.ctb
Project:	4543-05-22
Date:	1/16/24

C:\454 Struthers Owner\Arch\454-Topo.dwg 454 Topo.dwg 8/29/23 3:31 PM



UTILITY NOTE

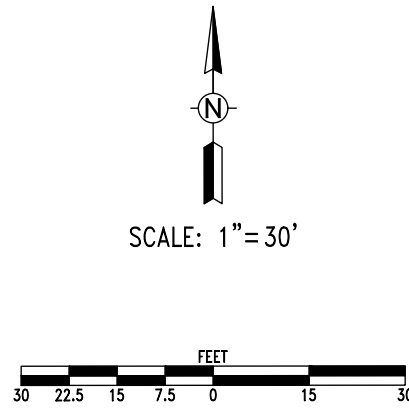
Utilities shown are located from visual surface evidence, utility locate markings and schematic utility maps.

BASIS OF ELEVATION

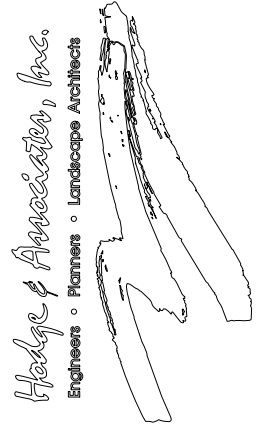
The Basis of Elevation for this survey is NAVD88, established by GPS. The base position being corrected by NGS Online Positioning User Service (OPUS).

LEGEND

	MANHOLE
	CATCH BASIN
	CLEAN OUT
	EXISTING INDIVIDUAL WELL
	FIRE HYDRANT
	WATER VALVE
	WATER METER
	GAS METER
	FRANCHISE UTILITY PEDESTAL (POWER, GAS, TELEPHONE, CABLE)
	LIGHT POLE
	UTILITY POLE
	GUY ANCHOR
	SIGN
	UTILITY STUB (AS DESCRIBED)
	UTILITY MARKER GAS
	DECIDUOUS TREE
	EVERGREEN TREE
	BOUNDARY LINE
	LOT LINE
	RIGHT-OF-WAY
	CENTERLINE
	EASEMENT
	BUILDING SETBACK
	WATER LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	GAS LINE
	SWALE
	FENCE
	CURB
	RETAINING WALL
	CONCRETE PAVING
	GRAVEL
	ASPHALT PAVING
	EXISTING SHOP STRUCTURE



P.O. Box 8728
Moscow, Idaho 83843
(208) 882-3520

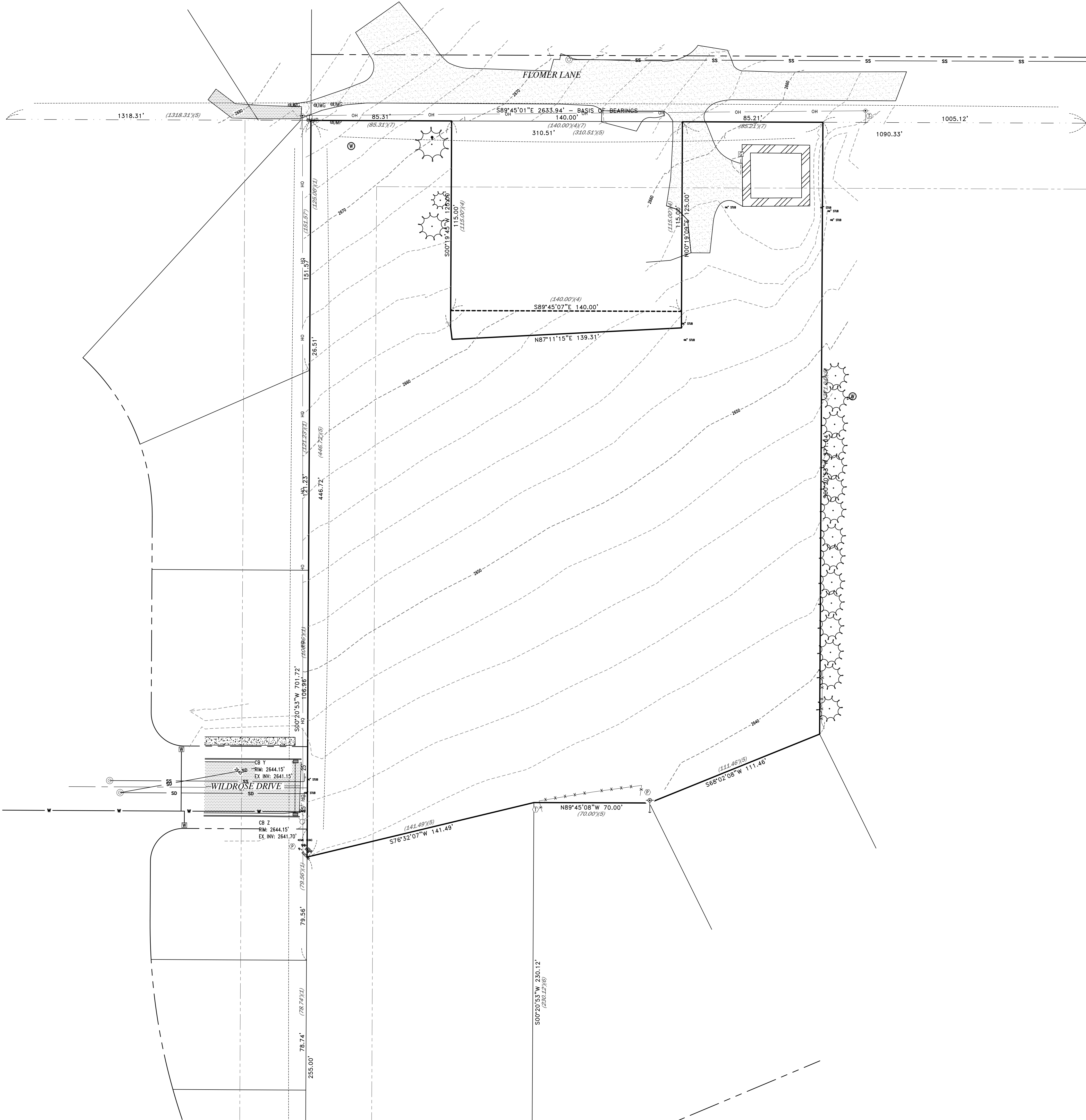


PRELIMINARY
NOT FOR
CONSTRUCTION

WILDROSE COURT
TOPOGRAPHIC SURVEY
PROVIDENZA, LLC (RON STRUTHERS)
FLOWER LN
MOSCOW, ID 83843
(208) 882-4233

Drafted by:	DC
Checked by:	SB
File Name:	4543 Topo.dwg
Tab:	24X36
Layer Style:	TOPO
Plot Style:	Topo.ctb
Project:	4532-05-22
Date:	9/29/23

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UTILITY NOTE

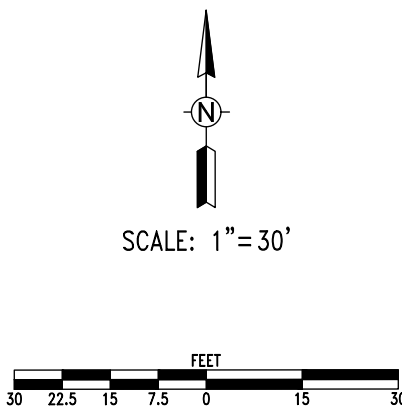
Utilities shown are located from visual surface evidence, utility locate markings and schematic utility maps.

BASIS OF ELEVATION

The Basis of Elevation for this survey is NAVD88, established by GPS. The base position being corrected by NGS Online Positioning User Service (OPUS).

LEGEND

	MANHOLE
	CATCH BASIN
	CLEAN OUT
	EXISTING INDIVIDUAL WELL
	FIRE HYDRANT
	WATER VALVE
	WATER METER
	GAS METER
	FRANCHISE UTILITY PEDESTAL (POWER, GAS, TELEPHONE, CABLE)
	LIGHT POLE
	UTILITY POLE
	GUY ANCHOR
	SIGN
	UTILITY STUB (AS DESCRIBED)
	UTILITY MARKER GAS
	DECIDUOUS TREE
	EVERGREEN TREE
	BOUNDARY LINE
	LOT LINE
	RIGHT-OF-WAY
	CENTERLINE
	EASEMENT
	BUILDING SETBACK
	WATER LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	GAS LINE
	SWALE
	FENCE
	CURB
	RETAINING WALL
	CONCRETE PAVING
	GRAVEL
	ASPHALT PAVING
	EXISTING SHOP STRUCTURE



PRELIMINARY
NOT FOR
CONSTRUCTION

WILDROSE COURT
TOPOGRAPHIC SURVEY
PROVIDENZA, LLC (RON STRUTHERS)
FLOWER LN
MOSCOW, ID 83843
(208) 892-4233

Drafted by: DC
Checked by: SB
File Name: 4543 Topo(2').dwg
Tab: 24X36
Layer Style: TOPO
Plot Style: Topo.ctb
Project: 4532-05-22
Date: 9/29/23

STORMWATER DRAINAGE REPORT

WILDROSE COURT PUD FLOMER LN (RP39N05W167350A) MOSCOW, IDAHO

Prepared for:

PROVIDENZA LLC

Moscow, Idaho

October 24, 2023

Prepared by:



*405 South Washington Street
Moscow, ID 83843
(208) 882-3520*

Table of Contents

<u>Section</u>	<u>Page</u>
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2.0 Project Description	1
3.0 Model and Design Parameters	1
4.0 Results	2
5.0 Conclusions	3
6.0 References	3

List of Appendices

Appendix I	Area of Analysis Map
Appendix II	HydroCAD Hydrographs
Appendix III	HydroCAD Summary
Appendix IV	Detention Pond Report
Appendix V	Support Material

1.0 Introduction

The lot development of Parcel #RP39N05W167355A, located between Flomer Ln and Wildrose Drive, will include a Planned Unit Development (PUD) consisting of eighteen (18) lots including a two-lane travel way, with on street parking, pedestrian facilities and a pedestrian pathway. The parcel is being annexed into the City of Moscow and will be zoned to R-2 (Moderate Density, Single Family Residential Zoning) consisting of single-family dwellings throughout the PUD.

An analysis of the existing watershed is required to determine the required stormwater runoff storage volume for the fully developed site. The purpose of this report is to describe the methods and measures that will be taken to control the quantity of stormwater runoff from the addition of impervious surfaces which accompany the development of property. The methods, descriptions, and design calculations in this report conform to the Moscow Stormwater Runoff Control Standards (MSRCS) and *Stormwater Runoff Control* and are under the jurisdiction of the City of Moscow relative to the collection, treatment, and disposal of stormwater runoff.

2.0 Project Description

The proposed stormwater management concept for this project is to provide the required stormwater collection and discharge as outlined in the MSRCS and required by the City of Moscow. The proposed stormwater runoff control facilities will provide zero net increase runoff from the property.

3.0 Model and Design Parameters

The specific hydrologic analysis method used in this analysis is the Rational Method. The Rational Method of predicting a design peak runoff rate is expressed by the equation $Q=CiA$, where Q is the design peak runoff rate, C is a runoff coefficient, i is the rainfall intensity, and A is the watershed area. The runoff coefficient is a function off the soil type, land use, and drainage basin slope and the rainfall intensity is determined utilizing the Intensity-Duration-Frequency (IDF) curve from local rainfall data. This method is used for computing peak runoff rates and runoff volumes for the design of runoff control systems and runoff treatment Best Management Practices (BMPs). The analysis will compare the pre-developed condition to the post-developed condition at full build-out.

The computer software used for this analysis is "HydroCAD" by HydroCAD Software Solutions LLC. This program uses runoff coefficients for various ground covers, regional precipitation depths, intensities and durations, travel times, and times of concentration to analyze a storm event through an entire site.

To generate a complete hydrograph; as required by HydroCAD, it is assumed that the runoff begins at the start of the storm and increases linearly to the peak value, which is sustained until the storm duration has elapsed and then decreases linearly to zero. The Rational method requires that the correct critical duration and the corresponding intensity be used at each point of study. This is typically defined as the duration that produces the highest peak flow. HydroCAD evaluates the peak flow for a range of durations and automatically determines the critical duration. When analyzing a pond, this procedure will determine the duration that produces the highest peak water surface elevation.

The pre-development condition and the post-development condition are modeled using HydroCAD. A summary of the design parameters is included in Table 1.

Table 1 Summary of Pre-Development Design Parameters

Description	
Condition	Pre-Development
Hydrograph Type	Rational Method
Area (square feet)	110,207
Time of Concentration	12.6
Runoff Coefficient	C = 0.22

Table 2 Summary of Post-Development Design Parameters

Description	
Condition	Post-Development
Hydrograph Type	Rational Method
Area (square feet)	110,207
Time of Concentration (min)	10.3
Runoff Coefficient	Weighted C = 0.60

4.0 Results

Model results for the pre-development and post-development peak runoff conditions are summarized in Tables 3 through 5.

Table 3 Pre-Development Results

Event	Stormwater Runoff (cfs)	Volume (ft ³)
2-year	0.21	748
10-year	0.36	1,293
25-year	0.45	1,637
100-year	0.56	2,020

cfs = cubic feet per second

ft³ = cubic feet

Table 4 Post-Development Results

Event	Stormwater Runoff (cfs)	Volume (ft ³)
2-year	0.57	2,043
10-year	0.98	3,533
25-year	1.24	4,471
100-year	1.53	5,520

cfs = cubic feet per second

ft³ = cubic feet

Table 5 Post-Development vs Pre-Development

Event	Stormwater Runoff Difference (cfs)	Volume Difference (ft ³)
2-year	0.36	1,295
10-year	0.62	2,240
25-year	0.79	2,834
100-year	0.97	3,500

cfs = cubic feet per second

ft³ = cubic feet

Table 6 Post-Development Post Detention

Event	Inflow (cfs)	Primary (cfs)	Storage (ft ³)	Elevation (feet)
2-year	0.57	0.18	1,680	2643.77
10-year	0.98	0.30	2,870	2645.01
25-year	1.24	0.36	3,652	2645.82
100-year	1.53	0.54	4,530	2646.74

cfs = cubic feet per second

ft³ = cubic feet

5.0 Conclusions

In order for the proposed PUD development to conform with the *Moscow Stormwater Runoff Control Standards*, we are proposing the construction of an Ecology Block detention pond, within the Stormwater Tract (Tract A). The dimensions of the Ecology Block pond will be 12'x80'x6'. This detention pond structure will allow for the stormwater runoff on site to enter back into the system at a rate that is equal to or less than the rate of runoff prior to development. See appendix for additional information such as Hydrographs for the Pre-Development/Post-Development runoff information, along with a detention pond results sheet.

Based on the model results, the stormwater detention chamber and control structure are designed to provide the necessary stormwater storage to maintain stormwater runoff discharge as directed in the *Moscow Stormwater Runoff Control Standards* (City of Moscow 2000) and *Stormwater Runoff Control* (City of Moscow 2015).

6.0 References

City of Moscow, 2000. *City of Moscow Stormwater Runoff Control Standards and Stormwater Runoff Control Standards*. April.

City of Moscow, 2015. *Moscow City Code, Title 5 – Public Ways and Property, Chapter 15, Stormwater Runoff Control*. December.

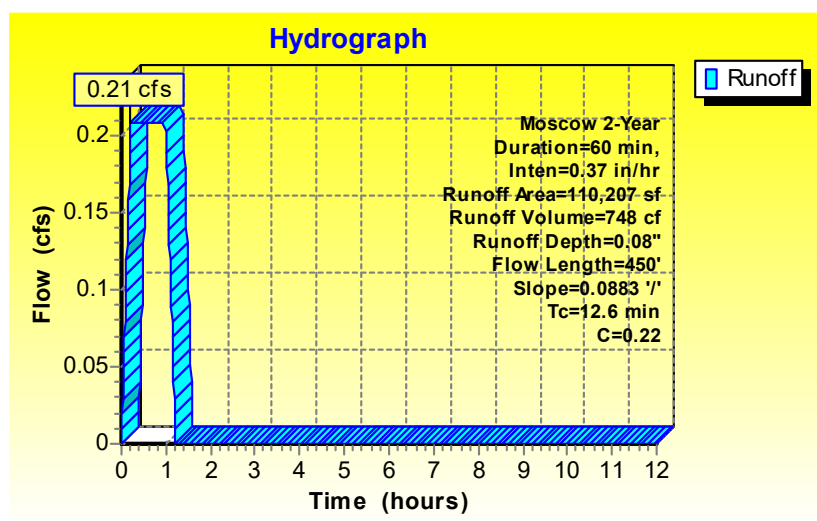
Appendix I
Area of Analysis Map



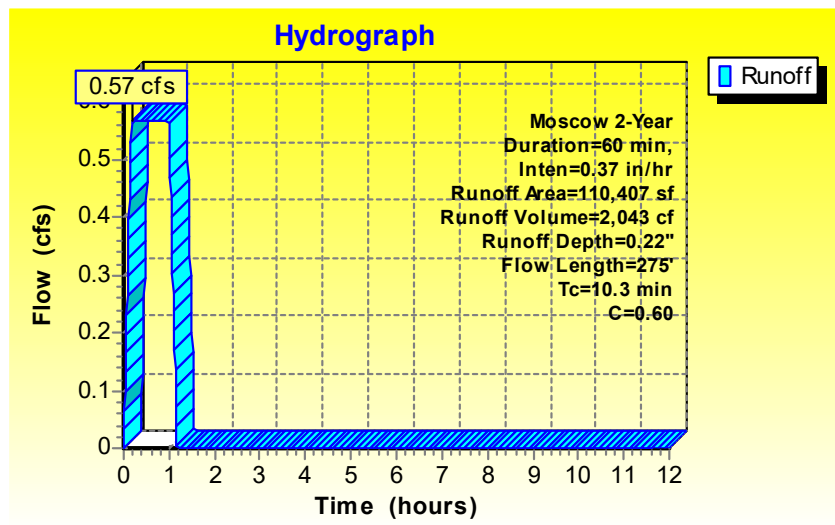
Figure 1- Area of Analysis

Appendix II

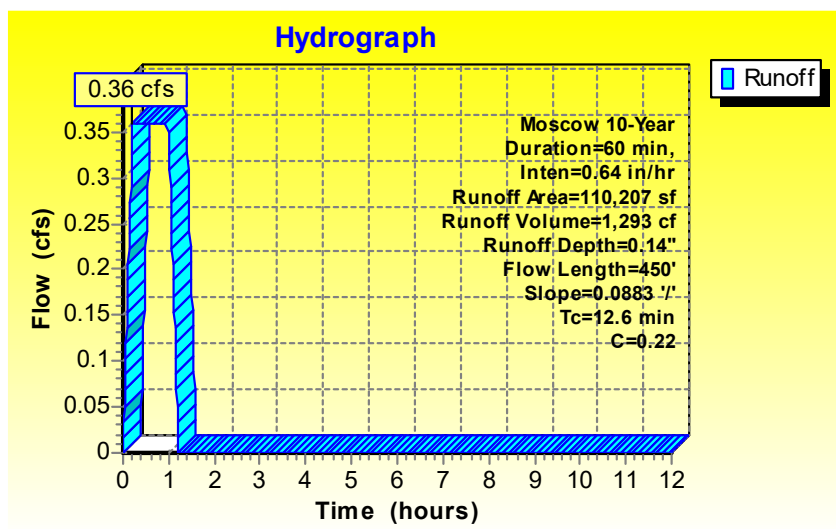
HydroCAD Hydrographs



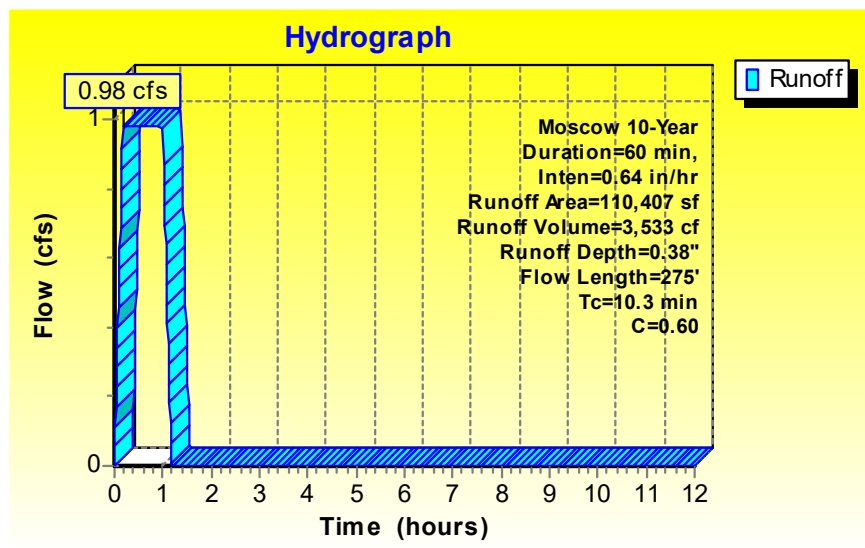
2- Year Pre-Development Hydrograph



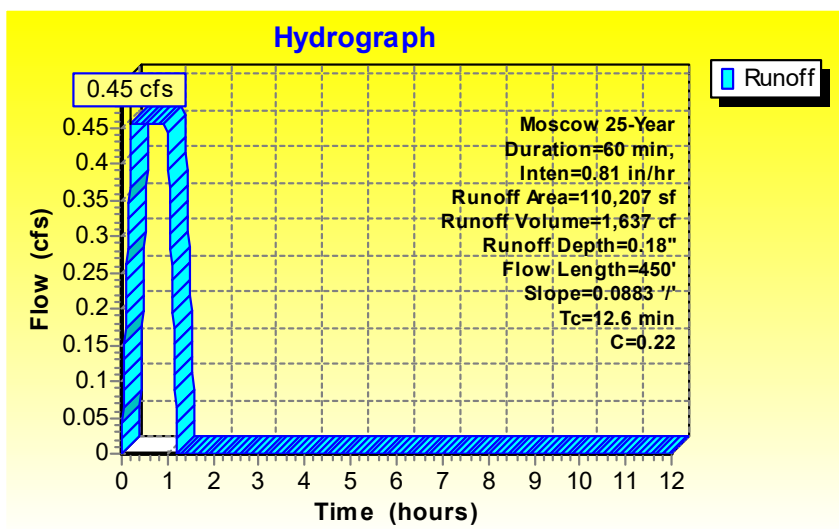
3- Year Post-Development Hydrograph



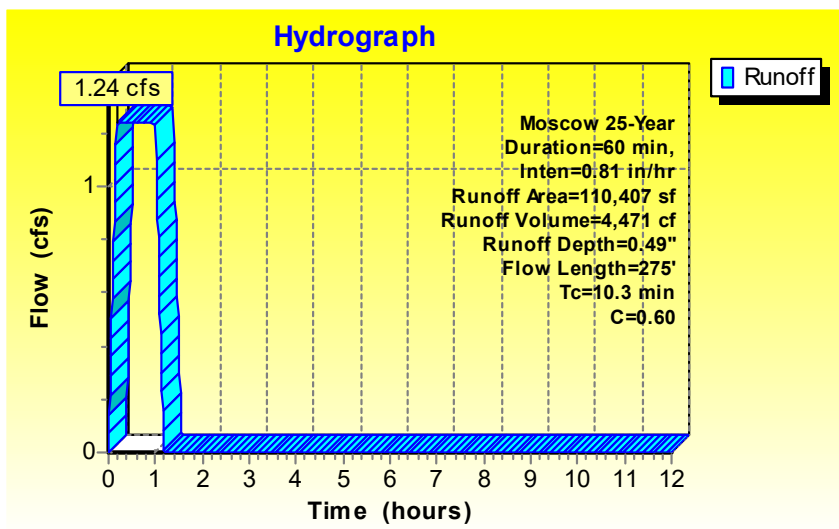
4- 10-Year Pre-Development Hydrograph



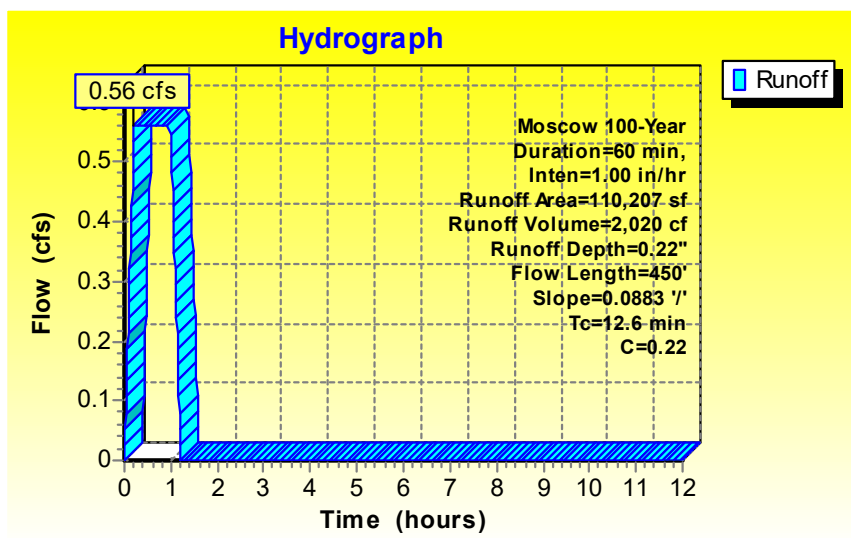
5- 10-Year Post-Development Hydrograph



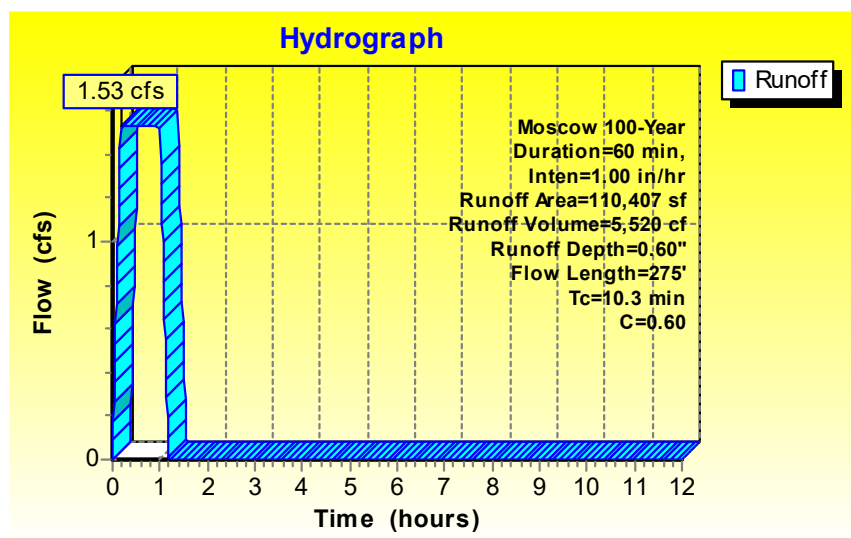
6- 25-Year Pre-Development Hydrograph



7- 25-Year Post-Development Hydrograph



8- 100-Year Pre-Development Hydrograph



9- 100-Year Post-Development Hydrograph

Appendix III

HydroCAD Summary

Table A - Pre-Development Summary

Events for Subcatchment 4S: Pre-Development Site

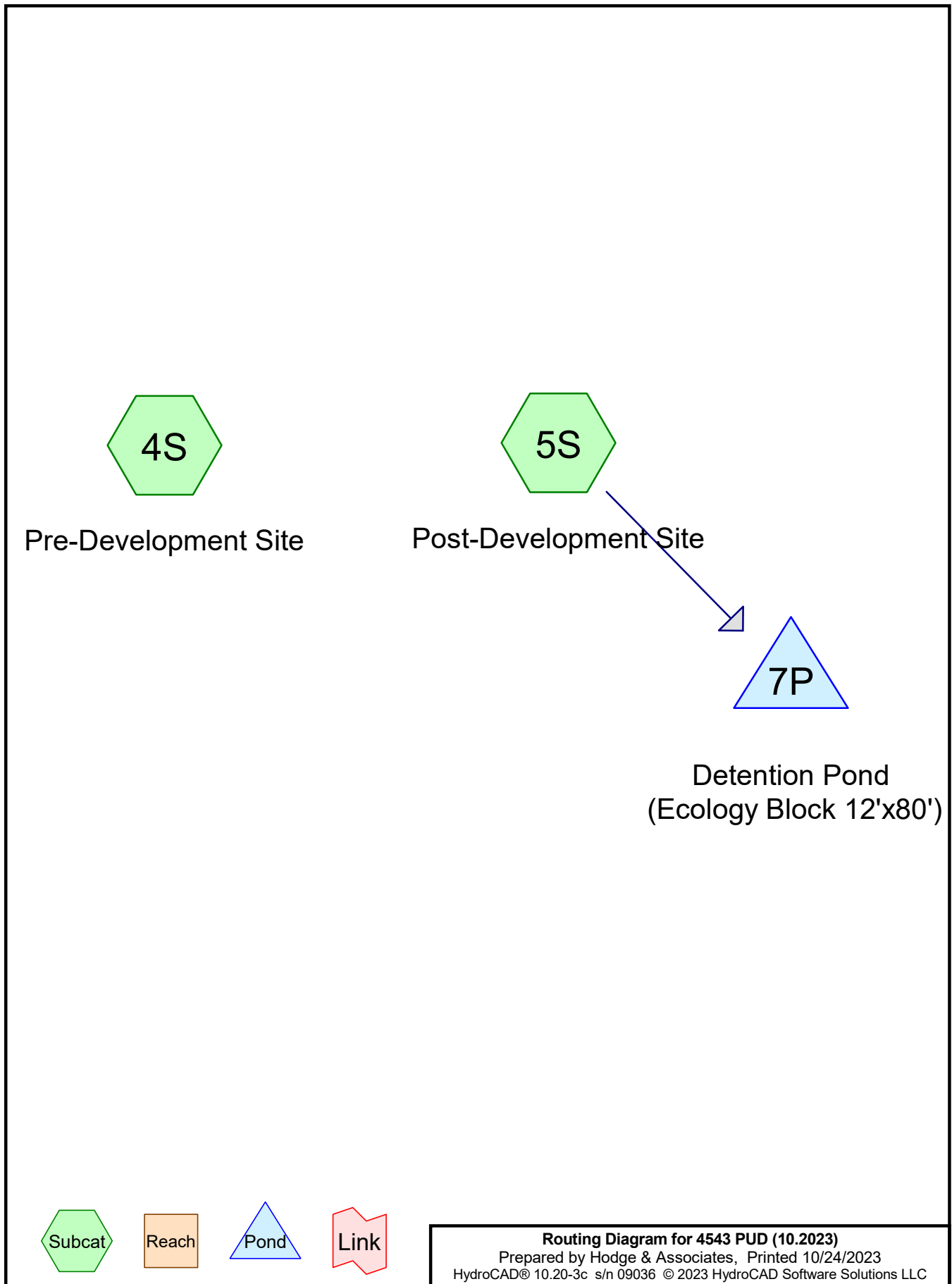
Event	Rainfall (inches)	Runoff (cfs)	Volume (cubic-feet)	Depth (inches)
2-Year	0.37	0.21	748	0.08
10-Year	0.64	0.36	1,293	0.14
25-Year	0.81	0.45	1,637	0.18
100-Year	1.00	0.56	2,020	0.22

Table B - Post-Development Summary

Events for Subcatchment 5S: Post-Development Site

Event	Rainfall (inches)	Runoff (cfs)	Volume (cubic-feet)	Depth (inches)
2-Year	0.37	0.57	2,043	0.22
10-Year	0.64	0.98	3,533	0.38
25-Year	0.81	1.24	4,471	0.49
100-Year	1.00	1.53	5,520	0.60

Appendix IV
Detention Pond Report



4543 PUD (10.2023)

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Page 2

Area Listing (all nodes)

Area (sq-ft)	C	Description (subcatchment-numbers)
1,521	0.90	EX Shop - Lot 6 (5S)
1,873	0.65	Gravel (4S)
90,518	0.20	Heavy Soil w/Crop (4S)
16,291	0.20	Heavy Soil, avg. 2-7% (4S)
27,152	0.90	Homesite(s) (5S)
44,687	0.25	Misc (5S)
4,834	0.90	Outer Sidewalk (5S)
5,524	0.20	Parkland (5S)
1,113	0.90	Pathway - Tract B (5S)
24,852	0.90	Roadway w/Curb (5S)
1,525	0.90	Roof (4S)
724	0.90	Wall(s) (5S)
220,614	0.41	TOTAL AREA

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Soil Listing (all nodes)

Area (sq-ft)	Soil Group	Subcatchment Numbers
0	HSG A	
0	HSG B	
0	HSG C	
0	HSG D	
220,614	Other	4S, 5S
220,614		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (sq-ft)	HSG-B (sq-ft)	HSG-C (sq-ft)	HSG-D (sq-ft)	Other (sq-ft)	Total (sq-ft)	Ground Cover	Subca Numb
0	0	0	0	1,521	1,521	EX Shop - Lot 6	
0	0	0	0	1,873	1,873	Gravel	
0	0	0	0	90,518	90,518	Heavy Soil w/Crop	
0	0	0	0	16,291	16,291	Heavy Soil, avg. 2-7%	
0	0	0	0	27,152	27,152	Homesite(s)	
0	0	0	0	44,687	44,687	Misc	
0	0	0	0	4,834	4,834	Outer Sidewalk	
0	0	0	0	5,524	5,524	Parkland	
0	0	0	0	1,113	1,113	Pathway - Tract B	
0	0	0	0	24,852	24,852	Roadway w/Curb	
0	0	0	0	1,525	1,525	Roof	
0	0	0	0	724	724	Wall(s)	
0	0	0	0	220,614	220,614	TOTAL AREA	

4543 PUD (10.2023)*Moscow 2-Year Duration=60 min, Inten=0.37 in/hr*

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Time span=0.00-12.00 hrs, dt=0.01 hrs, 1201 points

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 7P: Detention Pond (Ecology Block Peak Elev=2,643.77' Storage=1,680 cf Inflow=0.57 cfs 2,043 cf
Outflow=0.18 cfs 1,928 cf

4543 PUD (10.2023)

Moscow 2-Year Duration=60 min, Inten=0.37 in/hr

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Summary for Pond 7P: Detention Pond (Ecology Block 12'x80')

Inflow Area = 110,407 sf, 0.00% Impervious, Inflow Depth = 0.22" for 2-Year event
 Inflow = 0.57 cfs @ 0.18 hrs, Volume= 2,043 cf
 Outflow = 0.18 cfs @ 1.12 hrs, Volume= 1,928 cf, Atten= 68%, Lag= 56.2 min
 Primary = 0.18 cfs @ 1.12 hrs, Volume= 1,928 cf

Routing by Stor-Ind method, Time Span= 0.00-12.00 hrs, dt= 0.01 hrs
 Peak Elev= 2,643.77' @ 1.12 hrs Surf.Area= 960 sf Storage= 1,680 cf

Plug-Flow detention time= 139.9 min calculated for 1,928 cf (94% of inflow)
 Center-of-Mass det. time= 138.1 min (173.3 - 35.2)

Volume	Invert	Avail.Storage	Storage Description
#1	2,642.02'	5,760 cf	Custom Stage Data (Irregular) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
2,642.02	960	184.0	0	0	960
2,648.02	960	184.0	5,760	5,760	2,064

Device	Routing	Invert	Outlet Devices
#1	Primary	2,641.52'	8.0" Round Culvert L= 177.0' Ke= 0.610 Inlet / Outlet Invert= 2,641.52' / 2,640.59' S= 0.0053 ' / Cc= 0.900 n= 0.010, Flow Area= 0.35 sf
#2	Device 1	2,642.12'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#3	Device 1	2,643.46'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#4	Device 1	2,646.70'	13.2" x 13.2" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=0.18 cfs @ 1.12 hrs HW=2,643.77' (Free Discharge)

1=Culvert (Passes 0.18 cfs of 1.65 cfs potential flow)
 2=Orifice/Grate (Orifice Controls 0.13 cfs @ 6.03 fps)
 3=Orifice/Grate (Orifice Controls 0.05 cfs @ 2.29 fps)
 4=Orifice/Grate (Controls 0.00 cfs)

4543 PUD (10.2023)

Moscow 2-Year Duration=60 min, Inten=0.37 in/hr

Prepared by Hodge & Associates

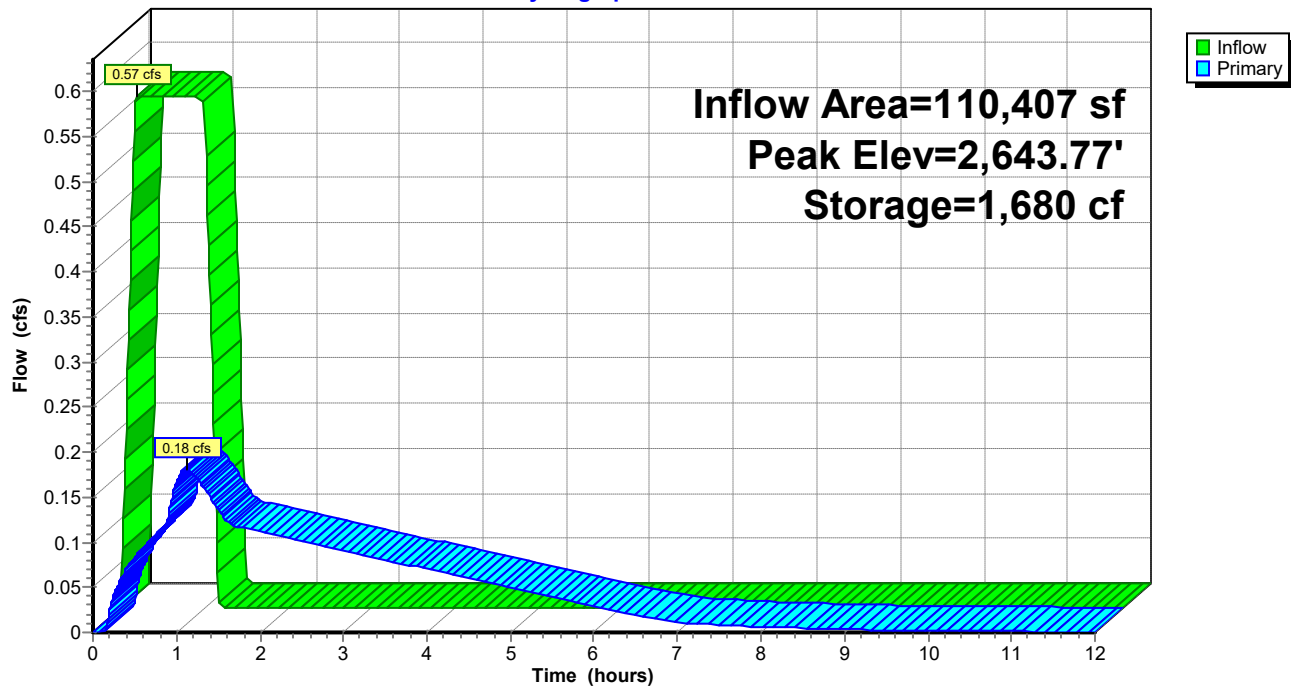
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Pond 7P: Detention Pond (Ecology Block 12'x80')

Hydrograph



4543 PUD (10.2023)*Moscow 10-Year Duration=60 min, Inten=0.64 in/hr*

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Time span=0.00-12.00 hrs, dt=0.01 hrs, 1201 points

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 7P: Detention Pond (Ecology Block Peak Elev=2,645.01' Storage=2,870 cf Inflow=0.98 cfs 3,533 cf
Outflow=0.30 cfs 3,414 cf

4543 PUD (10.2023)

Moscow 10-Year Duration=60 min, Inten=0.64 in/hr

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Summary for Pond 7P: Detention Pond (Ecology Block 12'x80')

Inflow Area = 110,407 sf, 0.00% Impervious, Inflow Depth = 0.38" for 10-Year event
 Inflow = 0.98 cfs @ 0.18 hrs, Volume= 3,533 cf
 Outflow = 0.30 cfs @ 1.12 hrs, Volume= 3,414 cf, Atten= 69%, Lag= 56.3 min
 Primary = 0.30 cfs @ 1.12 hrs, Volume= 3,414 cf

Routing by Stor-Ind method, Time Span= 0.00-12.00 hrs, dt= 0.01 hrs
 Peak Elev= 2,645.01' @ 1.12 hrs Surf.Area= 960 sf Storage= 2,870 cf

Plug-Flow detention time= 141.2 min calculated for 3,414 cf (97% of inflow)
 Center-of-Mass det. time= 140.1 min (175.3 - 35.2)

Volume	Invert	Avail.Storage	Storage Description
#1	2,642.02'	5,760 cf	Custom Stage Data (Irregular) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
2,642.02	960	184.0	0	0	960
2,648.02	960	184.0	5,760	5,760	2,064

Device	Routing	Invert	Outlet Devices
#1	Primary	2,641.52'	8.0" Round Culvert L= 177.0' Ke= 0.610 Inlet / Outlet Invert= 2,641.52' / 2,640.59' S= 0.0053 ' / Cc= 0.900 n= 0.010, Flow Area= 0.35 sf
#2	Device 1	2,642.12'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#3	Device 1	2,643.46'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#4	Device 1	2,646.70'	13.2" x 13.2" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=0.30 cfs @ 1.12 hrs HW=2,645.01' (Free Discharge)

1=Culvert (Passes 0.30 cfs of 2.01 cfs potential flow)
 2=Orifice/Grate (Orifice Controls 0.18 cfs @ 8.07 fps)
 3=Orifice/Grate (Orifice Controls 0.13 cfs @ 5.83 fps)
 4=Orifice/Grate (Controls 0.00 cfs)

4543 PUD (10.2023)

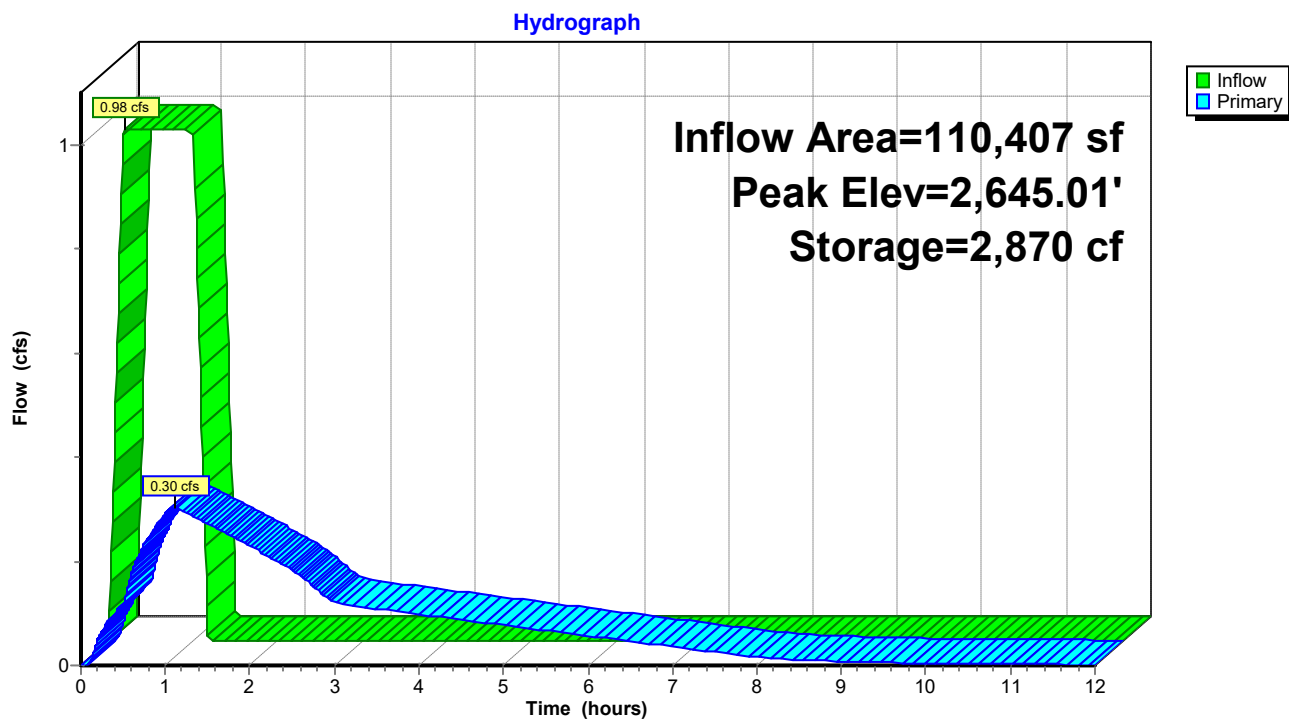
Moscow 10-Year Duration=60 min, Inten=0.64 in/hr

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Pond 7P: Detention Pond (Ecology Block 12'x80')

4543 PUD (10.2023)*Moscow 25-Year Duration=60 min, Inten=0.81 in/hr*

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Time span=0.00-12.00 hrs, dt=0.01 hrs, 1201 points

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 7P: Detention Pond (Ecology Block Peak Elev=2,645.82' Storage=3,652 cf Inflow=1.24 cfs 4,471 cf
Outflow=0.36 cfs 4,349 cf

4543 PUD (10.2023)

Moscow 25-Year Duration=60 min, Inten=0.81 in/hr

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Summary for Pond 7P: Detention Pond (Ecology Block 12'x80')

Inflow Area = 110,407 sf, 0.00% Impervious, Inflow Depth = 0.49" for 25-Year event
 Inflow = 1.24 cfs @ 0.18 hrs, Volume= 4,471 cf
 Outflow = 0.36 cfs @ 1.12 hrs, Volume= 4,349 cf, Atten= 71%, Lag= 56.5 min
 Primary = 0.36 cfs @ 1.12 hrs, Volume= 4,349 cf

Routing by Stor-Ind method, Time Span= 0.00-12.00 hrs, dt= 0.01 hrs
 Peak Elev= 2,645.82' @ 1.12 hrs Surf.Area= 960 sf Storage= 3,652 cf

Plug-Flow detention time= 144.6 min calculated for 4,345 cf (97% of inflow)
 Center-of-Mass det. time= 144.2 min (179.3 - 35.2)

Volume	Invert	Avail.Storage	Storage Description
#1	2,642.02'	5,760 cf	Custom Stage Data (Irregular) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
2,642.02	960	184.0	0	0	960
2,648.02	960	184.0	5,760	5,760	2,064

Device	Routing	Invert	Outlet Devices
#1	Primary	2,641.52'	8.0" Round Culvert L= 177.0' Ke= 0.610 Inlet / Outlet Invert= 2,641.52' / 2,640.59' S= 0.0053 ' / Cc= 0.900 n= 0.010, Flow Area= 0.35 sf
#2	Device 1	2,642.12'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#3	Device 1	2,643.46'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#4	Device 1	2,646.70'	13.2" x 13.2" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=0.36 cfs @ 1.12 hrs HW=2,645.82' (Free Discharge)

1=Culvert (Passes 0.36 cfs of 2.22 cfs potential flow)
 2=Orifice/Grate (Orifice Controls 0.20 cfs @ 9.16 fps)
 3=Orifice/Grate (Orifice Controls 0.16 cfs @ 7.27 fps)
 4=Orifice/Grate (Controls 0.00 cfs)

4543 PUD (10.2023)

Moscow 25-Year Duration=60 min, Inten=0.81 in/hr

Prepared by Hodge & Associates

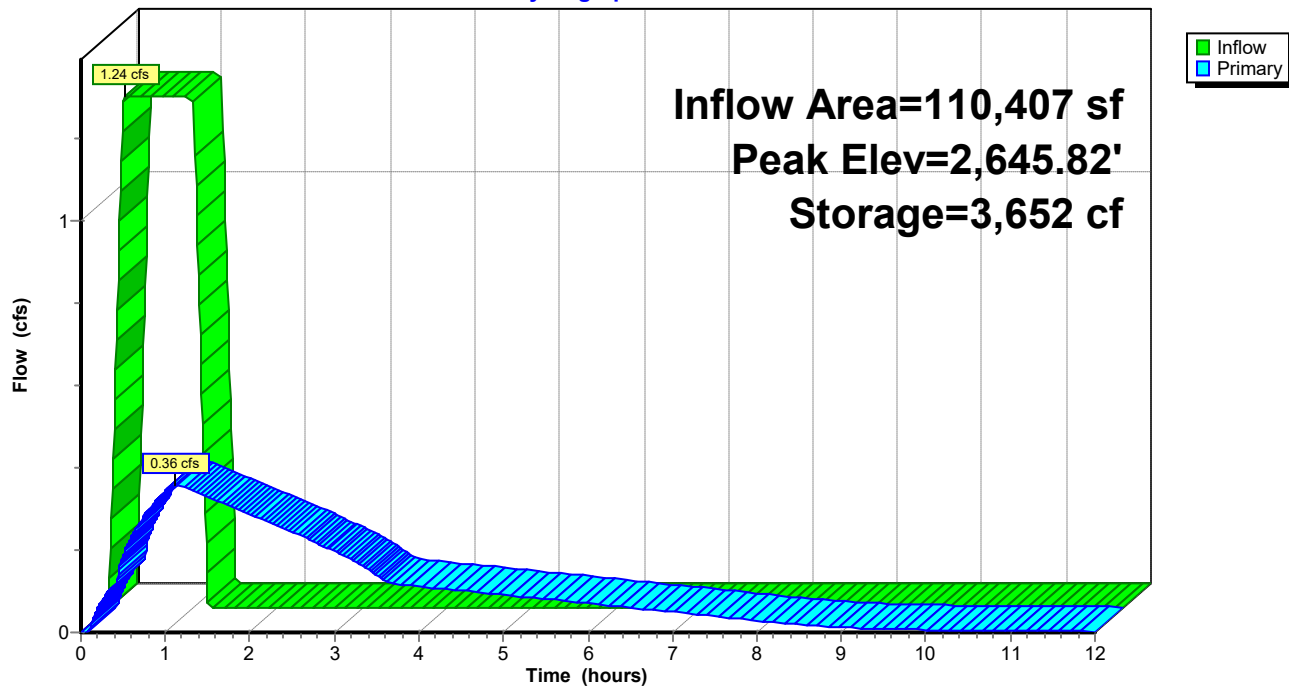
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Pond 7P: Detention Pond (Ecology Block 12'x80')

Hydrograph



4543 PUD (10.2023)*Moscow 100-Year Duration=60 min, Inten=1.00 in/hr*

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Time span=0.00-12.00 hrs, dt=0.01 hrs, 1201 points

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond 7P: Detention Pond (Ecology Block Peak Elev=2,646.74' Storage=4,528 cf Inflow=1.53 cfs 5,520 cf
Outflow=0.54 cfs 5,392 cf

4543 PUD (10.2023)

Moscow 100-Year Duration=60 min, Inten=1.00 in/hr

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Summary for Pond 7P: Detention Pond (Ecology Block 12'x80')

Inflow Area = 110,407 sf, 0.00% Impervious, Inflow Depth = 0.60" for 100-Year event
 Inflow = 1.53 cfs @ 0.18 hrs, Volume= 5,520 cf
 Outflow = 0.54 cfs @ 1.11 hrs, Volume= 5,392 cf, Atten= 65%, Lag= 55.9 min
 Primary = 0.54 cfs @ 1.11 hrs, Volume= 5,392 cf

Routing by Stor-Ind method, Time Span= 0.00-12.00 hrs, dt= 0.01 hrs
 Peak Elev= 2,646.74' @ 1.11 hrs Surf.Area= 960 sf Storage= 4,528 cf

Plug-Flow detention time= 149.3 min calculated for 5,388 cf (98% of inflow)
 Center-of-Mass det. time= 148.9 min (184.1 - 35.2)

Volume	Invert	Avail.Storage	Storage Description
#1	2,642.02'	5,760 cf	Custom Stage Data (Irregular) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
2,642.02	960	184.0	0	0	960
2,648.02	960	184.0	5,760	5,760	2,064

Device	Routing	Invert	Outlet Devices
#1	Primary	2,641.52'	8.0" Round Culvert L= 177.0' Ke= 0.610 Inlet / Outlet Invert= 2,641.52' / 2,640.59' S= 0.0053 ' / Cc= 0.900 n= 0.010, Flow Area= 0.35 sf
#2	Device 1	2,642.12'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#3	Device 1	2,643.46'	2.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#4	Device 1	2,646.70'	13.2" x 13.2" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=0.51 cfs @ 1.11 hrs HW=2,646.74' (Free Discharge)

1=Culvert (Passes 0.51 cfs of 2.43 cfs potential flow)
 2=Orifice/Grate (Orifice Controls 0.22 cfs @ 10.25 fps)
 3=Orifice/Grate (Orifice Controls 0.19 cfs @ 8.60 fps)
 4=Orifice/Grate (Weir Controls 0.10 cfs @ 0.63 fps)

4543 PUD (10.2023)

Moscow 100-Year Duration=60 min, Inten=1.00 in/hr

Prepared by Hodge & Associates

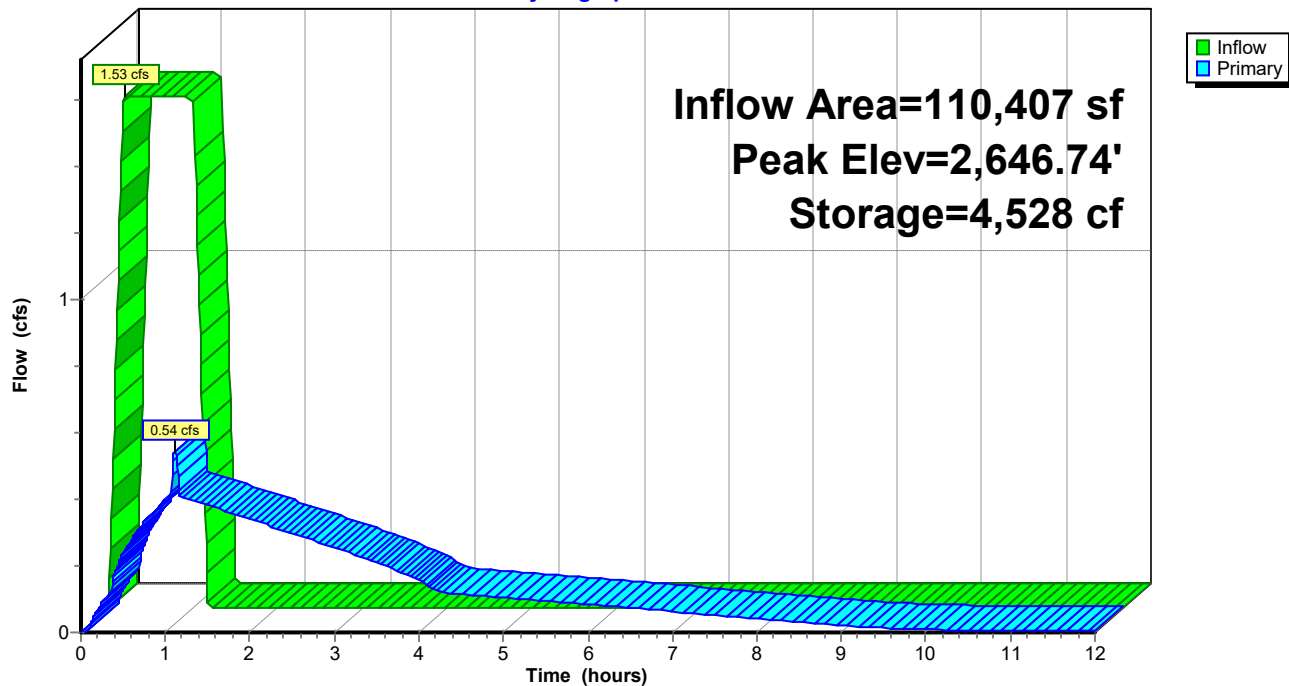
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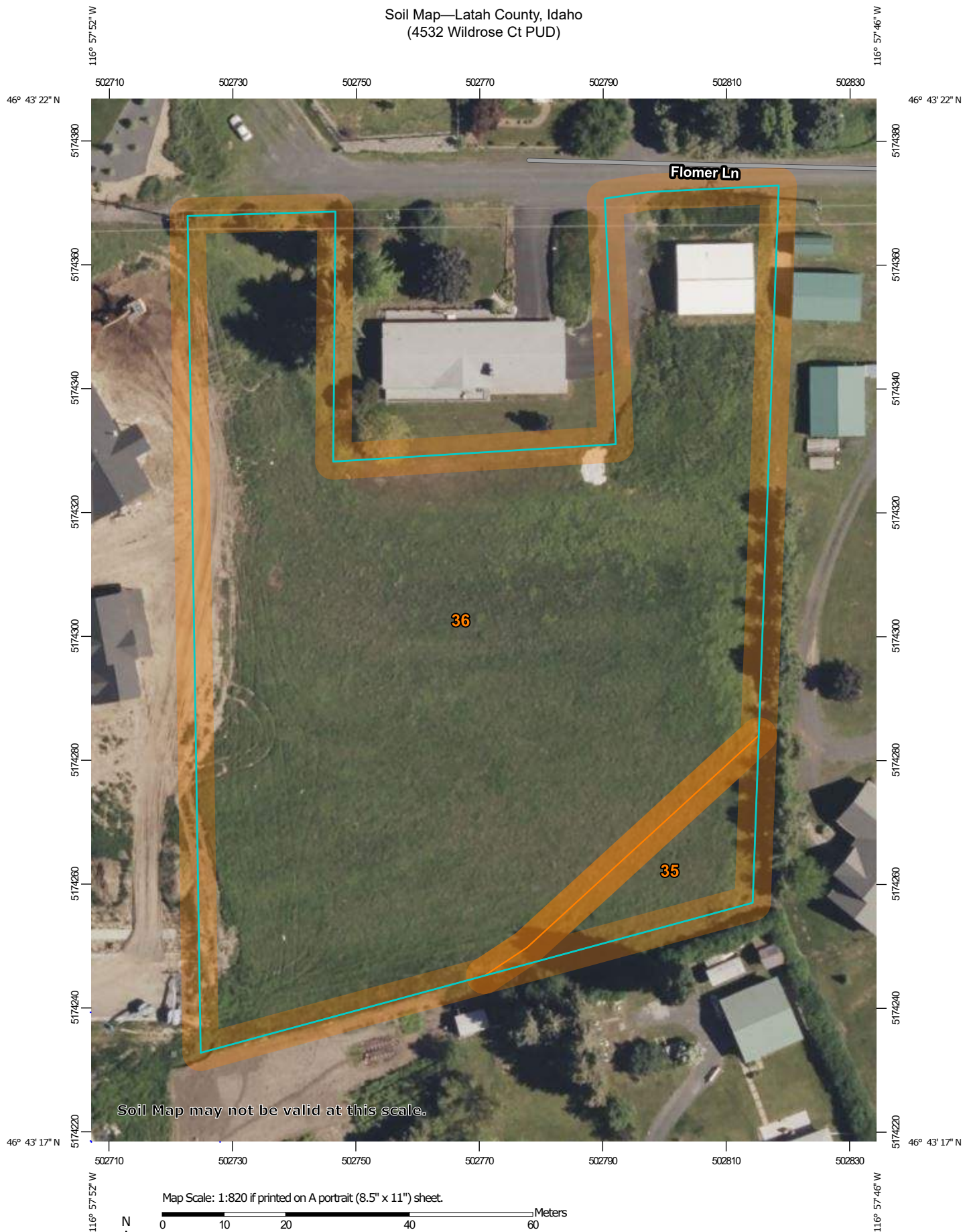
Pond 7P: Detention Pond (Ecology Block 12'x80')

Hydrograph

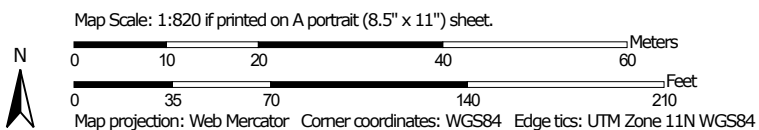


Appendix V
Support Material

Soil Map—Latah County, Idaho
(4532 Wildrose Ct PUD)



Soil Map may not be valid at this scale.



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey
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Page 1 of 3

Recieved 2-20-2024

Soil Map—Latah County, Idaho
(4532 Wildrose Ct PUD)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Latah County, Idaho

Survey Area Data: Version 13, Aug 31, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 23, 2022—Aug 5, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
35	Palouse silt loam, 3 to 7 percent slopes	0.1	5.6%
36	Palouse silt loam, 7 to 25 percent slopes	2.3	94.4%
Totals for Area of Interest		2.4	100.0%

Stormwater Management Facility Operation and Maintenance Plan

Wildrose Court PUD

RP39N05W167355A
Moscow, ID 83843

Prepared for:
Provvidenza, LLC
103 N Blaine St
Moscow, ID 83843
(208)-310-0855

Prepared By:
Scott Becker, P.E.
Hodge and Associates, Inc.
Moscow, ID 83843
(208)-882-3520

October 30, 2023

Stormwater Management Facility Operation and Maintenance (O&M) Plan

An O&M Plan is required for this development project to provide guidance for the post construction stormwater best management practices (BMPs). The document should be used by the property owner to ensure adequate maintenance and function per design of the post construction BMPs on site.

Stormwater Management Facilities Description

A. General Site Description

The site at full build out shall include eighteen (18) single family homes within the Planned Unit Development (PUD) that includes a private roadway, pedestrian facilities that include a sidewalk along the outer edge of the roadway, and a pathway connecting to Flomer Lane.

B. Stormwater Management Facilities

The stormwater management system includes collection, conveyance, and flow control components. Collection and conveyance consists of roof drains, foundations drains, catch basins, and standard gravity fed pipes that convey runoff to the stormwater detention pond located within Tract A of the Wildrose Court PUD. The facility is equipped with an outflow control structure providing controlled release rates for the 2, 10, and 25-year storm events and emergency overflow for the 100-year storm event. The structure releases the water via an eight-inch (8") pipe that connects to the City of Moscow's storm sewer system.

Site Contacts & Change of Ownership

A. Property Owner Information

Provvidenza, LLC
103 N Blaine St
Moscow, ID 83843
(208)-310-0855

B. Change of Ownership Requirements

The owner of any successor in title to said property of specified development shall maintain all the stormwater facilities associated with the development. If the property owner changes, the O&M Plan shall immediately be updated to reflect the new information.

Long-Term Funding of Maintenance Requirements

There is in place an annual maintenance and capital improvement budget to ensure proper operation of the site. This includes normal annual inspections and improvements, as well as lifecycle improvement requirements.

The City of Moscow shall have the right to come on site, annually, at a scheduled visit with property owners to inspect the stormwater management system. At that time, if maintenance is required on the system, the property owner will perform said maintenance as soon as reasonably possible.

Preventative Measure to Reduce Maintenance Costs

The most effective way to maintain a stormwater facility is to prevent the pollutants from entering the facility in the first place. Common pollutants include sediment, trash and debris, chemicals, runoff from stored materials, illicit discharges into the storm drainage system and many others. As part of this O&M Plan the following measures are recommended:

- Educate property owners, residents, and customers to be aware of how their actions affect water quality and how they can help reduce maintenance costs.
- Keep properties, streets and gutters, and parking lots free of trash, debris, and lawn clippings.
- Ensure the proper disposal of hazardous wastes and chemicals.
- Plan lawn care to minimize the use of chemicals and pesticides.
- Sweep paved surfaces and put the sweepings back on the lawn.
- Be aware of automobiles leaking fluids. Use absorbents to soak up drippings and dispose of properly.
- Re-vegetate disturbed and bare areas to maintain vegetative stabilization.
- Clean out the upstream components of the storm drainage system, including inlets, storm sewers and outfalls.
- Do not store material outdoors (including landscaping materials) unless properly protected from runoff.

Annual Maintenance Program and Reporting

The stormwater management system will be cleaned, at a minimum, on an annual basis prior to August 15th of each calendar year. The work shall be performed by a qualified party and all debris and sediment will be legally disposed of.

The stormwater management system must be inspected, at a minimum, on an annual basis. Inspections shall be documented using the Annual Maintenance Report Form provided in Appendix 1. Completed Annual Maintenance Report Forms must be kept together in a Maintenance Activity Log which will be kept onsite and also include a copy of the design drawings. The Maintenance Activity Log will be made available for inspection by the City upon request.

Appendices

Appendix 1 – Annual Maintenance Report Form

Appendix 1 – Annual Maintenance Report Form

POST CONSTRUCTIONSTORMWATER BMP ANNUAL MAINTENANCE REPORT

Post-Construction Inspection and Maintenance Report Form

A. GENERAL INFORMATION. Please fill out only one report form per site. (Fill out ALL information)

DATE _____

REPORTING YEAR _____

Project Name (i.e. Subdivision Name, Store Name):	Physical Address/Location of BMP:
Property Owner Name:	Property Owner Mailing Address:
Is this a new owner? (YES) (NO)	
Property Owner E-mail Address:	Property Owner Telephone Number: ()
Maintenance Contact Person/Inspector Name:	Maintenance Contact/Inspector Telephone Number: ()
Maintenance Contact/Inspector E-mail address:	

B. INSPECTION CHECKLIST & BMP SUMMARY TABLE.

BMP Device Type	Number per Site	BMP Device Type	Number per Site
Bioretention		Filter	
Porous Pavement		Infiltration Basin/Trench	
Detention/Retention Basin or Pond		Other (Specify)	
Open Channel (Swales)		Other (Specify)	

C. MAJOR MAINTENANCE & CORRECTIVE ACTIONS SUMMARY.

Date Completed	Deficiency Observed Needing Correction	Corrective Action/Maintenance Activity Completed

D. SITE PHOTOGRAPHS.

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Struthers Subdivision **June 24, 2022**

WHEN: ~~Thursday, November 16, 2023~~ @ 4:00 pm

WHERE: Latah County Fairgrounds, **Grange Meeting Room**, 1021 Harold St,
Moscow

WHAT: You are invited to a neighborhood meeting regarding annexation, rezone and platting of the Struthers subdivision located at the east end of Wild Rose Drive near the Ridgeview 2 subdivision. Project team members will present information regarding the project and be available to answer questions and take comments. See Attached Map for proposed layout.

I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through June 24, 2022. All questions and comments will be recorded and submitted to the city as part of the annexation, subdivision and rezone request submittal. You will also have an opportunity to comment on the project at a future City public hearing.



Project Location

Sincerely,

Scott Becker, PE
Project Manager
Hodge and Associates, Inc.

Meeting Attendance Sheet

Project Name: Struthers Subdivision
 Project Number: 4543
 Meeting Type: Neighborhood Meeting
 Meeting Location: Latah County Fairgrounds
 Meeting Time: June 24, 2022, 4:00 PM

Name	Contact Information
Brooke Baker	503-329-5181
Lori (Flower) Pritchett	208-883-3076
Ann & Ron Struthers	208 892 4339 -
Laura Wilson	208-874-7585
Kay H. / fon	334 671 9234
Jim L. M. H. / fon	336 283 1589
Mark Snodgrass	(509) 780-1173
Will & Lori Krasselt	208-310-1335

Struthers Subdivision

Neighborhood Meeting Minutes

Friday, June 24, 2022; 4:00 pm

Presenter: Scott Becker, PE; Hodge & Associates, Inc

Developer: Ron Struthers and Dave Dail

Meeting Location: Latah Fairgrounds Grange Meeting Room

Meeting Purpose

The presentation and discussion of a proposed Subdivision at the end of Wildrose Drive near Flomer Ln.

Meeting

The meeting was called to order at 4:00 pm and was open to the neighbors. Scott Becker opened the meeting by explaining the proposed subdivision and reminding people that they'll have the opportunity to comment at a future public hearing.

Discussion ensued with the following questions and comments:

1. How will drainage flow after construction. Will the stormwater flow onto the southern neighbors property? – Scott explained the roof drains will be catch the water and convey it to a detention swale near the culdesac and into the existing storm system
2. What will happen to Flomer Lane since it's a county road. – Dave explained that we're working with the City to determine necessary improvements.
3. Will any of the trees on lot 4 need to be cut down? – Ron explained the intent was to keep as much existing landscaping as possible.
4. An existing well will need to be decommissioned
5. Who maintains the detention pond/swale? – Scott said this is the City's responsibility but in many cases a neighbor will take the initiative and keep it trimmed.
6. What will the subdivision be zoned. – Scott said the zone request will be for R-2, single family residential.

At 5:10 the meeting was ended

Respectfully,

Scott Becker, PE

Hodge & Associates, Inc

Neighborhood Meeting

TO: Neighbors and Interested Community Members
RE: Struthers Subdivision
WHEN: Thursday, November 16, 2023 @ 4:00 pm
WHERE: Latah County Fairgrounds, **Grange Meeting Room**, 1021 Harold St,
Moscow
WHAT: You are invited to a neighborhood meeting regarding annexation, rezone and platting of the Struthers subdivision located at the east end of Wild Rose Drive near the Ridgeview 2 subdivision. Project team members will present information regarding the project and be available to answer questions and take comments. See Attached Map for proposed layout.

I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through November 16, 2023. All questions and comments will be recorded and submitted to the city as part of the annexation, subdivision and rezone request submittal. You will also have an opportunity to comment on the project at a future City public hearing.



Project Location

Sincerely,



Scott Becker, PE
Project Manager

ABBOTT, DWAYNE 2830 HAMPTON CT MOSCOW ID 83843	ANDERSON, ERIC PO BOX 8043 MOSCOW ID 83843	BAKER, JEFFREY 2974 HIGHWAY 8 E MOSCOW ID 83843
BEESON, PETER 1200 LUNDQUIST LN MOSCOW ID 83843	BLUM ENTERPRISES - 3 LLC 3831 HIGHWAY 8 E TROY ID 83871	BROWN, ANNA 3090 TOMER RD MOSCOW ID 83843
BUTLER, SCOTT 1275 LUNDQUIST LN MOSCOW ID 83843	CITY OF MOSCOW COMMUNITY DEVELOPMENT MOSCOW ID 83843	CUMMINGS LIVING TRUST 1240 LUNDQUIST LN MOSCOW ID 83843
CURTIS TRUST 1303 NOTTING HILL DR MOSCOW ID 83843	DAHL, DENIS 1380 LUNDQUIST LN MOSCOW ID 83843	DE WING, CARL 2824 HAMPTON CT MOSCOW ID 83843
DEBERARDINIS, MICHAEL 2818 HAMPTON CT MOSCOW ID 83843	DORSEY, EARL 1460 LUNDQUIST LN MOSCOW ID 83843	ECKLES, BLAINE 2833 HAMPTON CT MOSCOW ID 83843
FERGUSON, DENNIS 1175 LUNDQUIST LN MOSCOW ID 83843	FLOMER, LOIS LEE PO BOX 8917 MOSCOW ID 83843	GILBERT, BRADLEY 1375 LUNDQUIST LN MOSCOW ID 83843
GRASSL, HAROLD 1117 E FIRST ST MOSCOW ID 83843	GROTHER, MATTHEW 2527 CASTLEFORD ST MOSCOW ID 83843	GUILFOY, GENE PO BOX 8248 MOSCOW ID 83843
HARTKE, GREGORY 1475 LUNDQUIST LN MOSCOW ID 83843	HAVRILLA, MARK 3150 FLOMER LN MOSCOW ID 83843	HILTON, MASON 2815 HAMPTON CT MOSCOW ID 83843
JEMCA LLC 2315 SHELBY LN MOSCOW ID 83843	JOOSTEN, DANIEL 1395 LUNDQUIST LN MOSCOW ID 83843	KIRKLAND, TIMOTHY 2615 CASTLEFORD ST MOSCOW ID 83843
KOPEL, RICHARD PO BOX 8942 MOSCOW ID 83843	KRASSELT, WILLIAM 3179 FLOMER LN MOSCOW ID 83843	LATAH COUNTY COMMISSIONERS PO BOX 8068 MOSCOW ID 83843

LAWRENCE, RANDY
1255 LUNDQUIST LN
MOSCOW ID 83843

LEWIS, JANICE
2806 HAMPTON CT
MOSCOW ID 83843

MILLER, DANIEL
1205 LUNDQUIST LN
MOSCOW ID 83843

NASH, CHRISTOPHER
3101 FLOMER LN
MOSCOW ID 83843

PEAK, JOSH
1301 LUNDQUIST LN
MOSCOW ID 83843

PIERCE, DONALD
1405 LUNDQUIST LN
MOSCOW ID 83843

RAMBLER RV LLC
1651 CARMICHAEL RD
MOSCOW ID 83843

RAUCH, JOHN
1348 RIDGEVIEW DR
MOSCOW ID 83843

ROSVALL, DENNIS
2809 HAMPTON CT
MOSCOW ID 83843

ROURKE LIVING TRUST
2827 HAMPTON CT
MOSCOW ID 83843

SCHAPER, EDWARD
3304 SCHAPER RD
MOSCOW ID 83843

SILFLOW, KIPPY
1115 S THIRD ST
ST MARIES ID 83861

SNODGRASS, WALTER
3130 FLOMER LN
MOSCOW ID 83843

SONG, JIA
2812 HAMPTON ST
MOSCOW ID 83843

THOMPSON DEVELOPMENT LLC
1024 PINECREST RD
MOSCOW ID 83843

UNIVERSITY OF IDAHO
GERARD BILLINGTON
MOSCOW ID 83844

UPPER COLUMBIA CONFERENCE
3715 S GROVE RD
SPOKANE WA 99224

WALKER, ELIZABETH
3040 FLOMER LN
MOSCOW ID 83843

WARNICK, PAUL
1180 LUNDQUIST LN
MOSCOW ID 83843

WASKO, MYRLE
2521 CASTLEFORD ST
MOSCOW ID 83843

WELCH, DAMON
PO BOX 8374
MOSCOW ID 83843

WILLARD, DAVID
1290 LUNDQUIST LN
MOSCOW ID 83843

WILLIAMS, RONALD
2978 HIGHWAY 8 E
MOSCOW ID 83843

WOOD, LONNIE
1630 CARMICHAEL RD
MOSCOW ID 83843

Meeting Attendance Sheet

Project Name: Struthers Subdivision
 Project Number: 4543
 Meeting Type: Neighborhood Meeting
 Meeting Location: Latah County Fairgrounds
 Meeting Time: November 16, 2023, 4:00 PM

Name	Contact Information
Zena Hartung	zhartung@gmail.com
Mark Snodgrass	speedbumps72@gmail.com
JENNIFER SNODGRASS	jsnodgrass515@gmail.com
Don & Amy Struthers	
Laura Weldon	lauraweldon05@gmail.com
Dave Nail	208-310-0855
Will Krasselt	208-310-1335
Lor. Krasselt	
Lois Pritchett	208-883-3076
David Willard	tiedye@turbonet.com

Meeting Attendance Sheet

Project Name: Struthers Subdivision

Project Number: 4543

Meeting Type: Neighborhood Meeting

Meeting Location: Latah County Fairgrounds

Meeting Time: November 16, 2023, 4:00 PM

Name	Contact Information
Katie Pelch	Katiepelch@gmail.com

Wildrose Court PUD

Neighborhood Meeting Minutes

Thursday, November 16, 2023; 4:00 pm

Presenter: Scott Becker, PE; Hodge and Associates, Inc

Developer: Ron Struthers and Dave Dail

Meeting Location: Latah County Fairgrounds Grange Meeting Room (Moscow, ID)

Meeting Purpose

The presentation and discussion of a proposed Planned Unit Development (PUD) at the end of the Wildrose Drive near Flomer Lane. (Parcel ID - RP39N05W167355A)

Meeting

The meeting was called to order at 4:00 pm and was open to the neighbors. The meeting opened with a discussion of what the previous plans were, including the short plat and the lots that were previously proposed to the City of Moscow and Latah County. It was discussed the issues that were run into with the first proposal. Scott then discussed the high-density housing that the City of Moscow was wanting to see in this area, and

Discussion ensued with the following questions and comments:

1. Was it the City's idea to change the density to this many lots?
Answer: Scott and Dave spoke about the process of how the county had the power to turn down the originally proposed short plat that included 4 lots and the struggles Ron/Dave have had in getting any layout approved by the City/County.
2. What is the square footage of these homes?
Answer: Ron and Dave explained they would be around 1,700 square feet at most.
3. Is this a development to where all the homes will be constructed?
Answer: Dave explained that the intention is to build all of the homes that had been proposed on the grading sheet that was displayed in the meeting.
4. Is there a need for sidewalks on either side of the street?
Answer: Scott and Dave explained that through conversations with the City in preparation of this design/layout, we had agreed upon a layout including only sidewalk facilities on the perimeter of the proposed roadway.

5. Do you have a particular lot that you would like to develop first?
Answer: Ron and Dave mentioned they'd like to begin on the eastern lots of this development.
6. Are these all-single-family homes?
Answer: Dave answered yes.
7. Will all of these homes be the exact same?
Answer: Ron and Dave mentioned that the footprint of these homes will be nearly the same, while the interior/driveway size may vary between each lot.
8. With this encroachment, will the surrounding parcels in the area of impact be forced to be annexed into the city?
Answer: Scott answered no, as the area of impact is not forced to go into the City of Moscow as existing homes/parcels.
9. Can surrounding parcels hop onto the water main that is being constructed and not be annexed into the city?
Answer: Scott answered no, if they were to get onto City utilities such as the water, they would have to be annexed into the city.
10. Wondering if the strip of shrubs that exists along the north property line, and the trees along the west line of Nash's property, and shrubs in the northeast corner along Flomer Ln, can be saved?
Answer: Dave answered by stating in order to develop a new driveway off of Flomer, in the area of concern, that they would have to improve Flomer Ln with paving/sidewalk facilities, so they would not be looking to harm those. The trees on the west boundary of Nash's lot, their existence will depend on the pathway requirements to connect with Southgate Addition as well the health of the trees. If either happen, they will be removed.
11. When are you hoping to start on this project?
Answer: Dave is hoping to break ground in the Spring of 2024

12. Would these homes on the lower end of it be part of the city sewer or the Southeast sewer district?

Answer: Dave spoke about his conversation with the SE sewer district, and as long as the capacity is there, they cannot say no. It would also help in the payment of an emergency to have more people part of the district to help pay for it. By the end of the discussion a neighbor mentioned this property is already within the SE sewer district.

13. Are the 18 lots the layout that you would be going for?

Answer: Daves answered by saying the 18 is the maximum lots they can develop, thus the layout had been proposed as such, however they may only look to develop 14 lots based upon the R-2 density and the bonuses the development is able to achieve through the City of Moscow to get the lots from the allowable 12, to 18 with the 50% bonus density increase.

14. Can Blum's development park count for the parkland for this development?

Answer: Scott mentioned that without an agreement with Blum, that this development would need its own parkland dedication per City of Moscow requirements.

15. Can the people give input on the parkland dedication?

Answer: Scott answered in saying they should contact the City of Moscow Parks Director, David Schott.

16. A proposal for a shared park between Blum and this PUD was proposed

Answer: (See attached sheet for the proposal)

17. Will there be on-street parking in the development?

Answer: Scott and Dave answered yes, there will be.

18. What is the next step after this?

Answer: Scott answered stating Hodge and Associates will go through and submit the proposed layout/design to the city, and the next time they would be able to speak on their concerns with the project would be at the Planning and Zoning meeting.

The meeting came to an end at 4:50 p.m.

Respectfully,

Scott Becker, PE

Hodge & Associates, Inc

devinc@moscow.com

From: scottbecker@moscow.com
Sent: Monday, November 20, 2023 5:59 AM
To: 'Jennifer Snodgrass'
Cc: 'Mark Snodgrass'; 'Devin Carscallen'
Subject: RE: Questions for you regarding Struthers Subdivision

Hi Jennifer,
 Thank you for the comments we'll pass these to the City when we submit. I'll have Devin send you a copy of the proposed plat.
 Thanks,
 Scott

From: Jennifer Snodgrass <jsnodgrass515@gmail.com>
Sent: Sunday, November 19, 2023 8:11 PM
To: scottbecker@moscow.com
Cc: Mark Snodgrass <speedbumps72@gmail.com>
Subject: Re: Questions for you regarding Struthers Subdivision

Hello Scott,

Thank you for having the Neighborhood Meeting on Thursday, November 16th. We have a few additional comments, and ask that these be included with your annexation, subdivision and rezone request submission. The Struther's Subdivision will have a huge impact on our neighborhood and we appreciate the opportunity to discuss our concerns. Our primary concerns are, and continue to be, minimizing the impact of this subdivision on our neighborhood and the environment.

TRAFFIC

In the meeting on November 16th it was said that all the lots of the Struthers Subdivision (except potentially one - the lot with the shop east of Chris Nash) would be accessed through Wild Rose Court. This is good news, because additional traffic on Flomer Lane is a primary concern for us.

After reading the City of Moscow Comprehensive Plan, we understand why Planning and Zoning requires a "cluster" subdivision (rather than a few larger lots like the original plan). We also support their decision for "cluster developments".

PARKS

We support and are in favor of your plan to have the lot to the west of Mr. Nash be dedicated parkland, rather than a building lot. We also understand that having dedicated parkland in the subdivision is a requirement according to the City of Moscow Comprehensive Plan.

Flomer Lane used to be surrounded by wheat fields and open country - literally right across the street (narrow gravel road) from us. Our location was close to town with a rural feel - exactly what we were looking for when we purchased our home.

We loved the wheat fields and open country we used to see out our windows, but now they are gone. Instead of wheat fields, we now see housing developments. Instead of pheasants, we now hear earthmovers, nail guns and the sounds of construction.

In order to minimize the impact on the residents of Flomer and to help preserve the environment, we offer the suggestion of creating "natural" park spaces that could be further planted with drought-tolerant native plants and additional trees that would help preserve the rural feel of our neighborhood and the wild habitat. Drought-tolerant pollinator plants could also be added to benefit bees and other beneficial insects.

We also ask you to consider utilizing the lot on the east side of Mr. Nash as an additional "natural" park space. This may exceed the requirement of dedicated park space required by The City Comprehensive Plan, however preserving this as a natural area and increasing native trees and plants would help to minimize the impact of the Struthers Subdivision on our neighborhood by helping to maintain the natural environment and rural feel of our neighborhood.

As residents of this neighborhood, our needs are important. We live here, and our homes and lives are being negatively impacted by the increased noise, increased traffic, loss of agricultural land, and loss of the natural environment. We ask that you keep the residents and the environment in mind as you proceed, and look forward to working with you to identify ways to minimize the impact on our neighborhood and environment.

Best regards,

Jennifer and Mark Snodgrass

P.S. Will you please email us a copy of the latest proposed plat map for the Struthers Subdivision? Thank you!

On Mon, Nov 13, 2023 at 7:13 PM Jennifer Snodgrass <jsnodgrass515@gmail.com> wrote:

Hello Scott,

My husband and I (Mark and Jennifer Snodgrass) live at 3130 Flomer Ln in Moscow. Our parcel description is: LUNDQUIST SUBD LOT 31. We are located directly across from 3101/3103 Flomer Lane, which is owned by Chris Nash. The proposed development has 2 lots adjacent to Flomer Ln, on either side of Mr. Nash, which is our primary concern.

Question 1. Will ANY of the Struthers subdivision lots have access to Flomer Lane?

If yes, we have the following concerns:

Additional traffic on Flomer Lane: Flomer is a narrow, undeveloped county road that is gravel with no sidewalks. There are several families with young children and pets (including

us) that live on Flomer and Lundquist Lane, and additional traffic is a risk to their safety. Flomer's pedestrian/bike/stroller traffic has also greatly increased with the addition of the subdivision above us because the residents walk down Flomer to cross Highway 8 and access the bike path.

Question 2. The plans include the development of the lots adjacent to Flomer (on either side of the residence located at 3101/3103 Flomer Lane). If these 2 lots are developed, it looks like the habitat (shrubs/trees) will be destroyed for a significant number of quail, rabbits, and other small animals that use the shrubs for shelter and nesting. We've lived directly across the street for nearly 10 years, and have loved watching dozens of quail families raise their chicks, rabbits raise their young, and other small animals (a mamma raccoon and her babies, etc.) use these shrubs for shelter. These shrubs are their home and they use them year round. The trees are also used by countless birds, including a family of Great Horned Owls who raise their young in our neighborhood. What will happen to them if you destroy their habitat?

It's easy to say "it doesn't matter", but it DOES matter. The homes of all these animals will be destroyed.

Question 3. Development of these 2 lots will have a very negative impact on us from the increased noise, the increased traffic, and the destruction of wildlife and natural habitat. We love our location because we love animals and we have wildlife in our front yard every day. Would the developer consider leaving those 2 lots

undeveloped and creating the "Struthers Wildlife Sanctuary" to preserve the natural habitat of the animals that live there? A drought-tolerant pollinator garden could also be added to help support pollinators, and there are local organizations and individuals that would be happy to help.

We look forward to your reply.

Best regards,

Jennifer and Mark Snodgrass



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devinc@moscow.com

From: scottbecker@moscow.com
Sent: Monday, November 20, 2023 7:47 AM
To: 'Devin Carscallen'
Subject: FW: Yesterday's meeting re: Struthers Subdivision.

FYI,
 Here's how Mike Ray responded to Zena.

From: Michael Ray <mray@ci.moscow.id.us>
Sent: Friday, November 17, 2023 4:09 PM
To: Zena Hartung <zhartung@gmail.com>; davedail.realtor@gmail.com; Katie Pelch <KatiePelch@gmail.com>; scottbecker@moscow.com; Jennifer Snodgrass <jsnodgrass515@gmail.com>
Cc: David Schott <dschott@ci.moscow.id.us>; Cody Riddle <criddle@ci.moscow.id.us>; Todd Drage <tdrage@ci.moscow.id.us>
Subject: RE: Yesterday's meeting re: Struthers Subdivision.

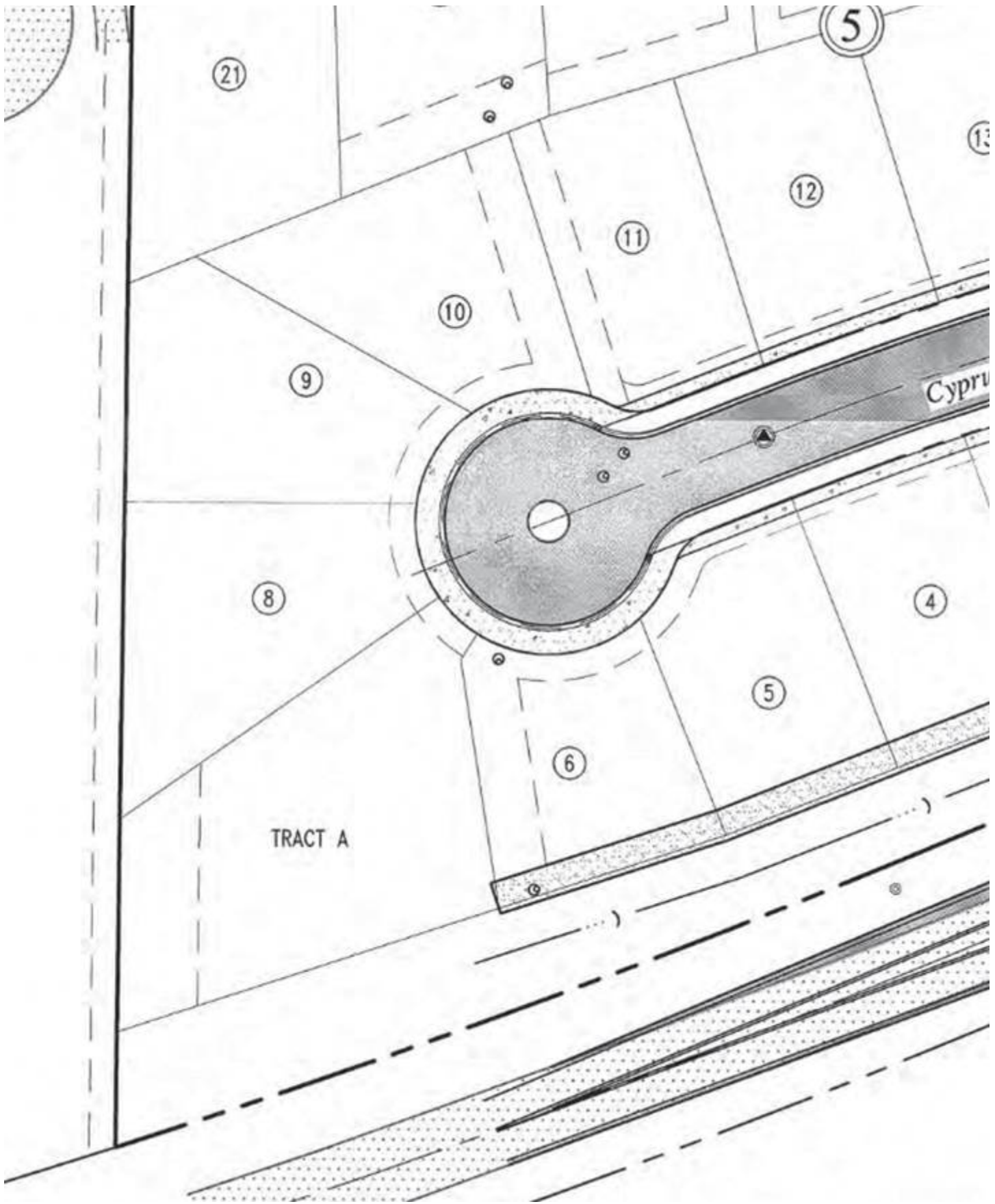
Hi Zena,
 Thanks for reaching out. The current parkland located within Ridgeview 2nd was proposed by the original developer of the subdivision, Thompson Development, and approved by City Council in 2014. There was 21,216 square feet of parkland required, which is calculated based upon the net developable area of the subdivision and the zoning districts which the land is located within. The parkland dedication was satisfied by dedicating the lot at the end of Cyprus Court and also the construction of an 8' wide path which parallels Highway 8 and extends from Roxbury Drive to the park property. I'm not sure if you're aware or not, but there is a linear stormwater swale located between the subdivision and Highway 8, which was dedicated to the City of Moscow to satisfy stormwater detention requirements. This property is about 40' wide located adjacent to the park property. Below is a picture of the construction drawings which show the location of the pathway as well as the park property.

Every subdivision has its own parkland dedication requirement and the Ridgeview 2nd Subdivision parkland dedication requirement has already been approved and dedicated to the City. The Struthers Subdivision proposes their own parkland, which will be reviewed by the Parks and Recreation Department and Parks and Rec Commission and ultimately approved by City Council. There's no nexus between the Struthers Subdivision and the parkland that was dedicated for Ridgeview 2nd, so there's no way we can legally require a parkland exchange as part of the entitlement process for Struthers Subdivision. The only way that the parkland would be able to be relocated was if the owner of 1309 Ridgeview Drive was willing to propose a parkland exchange with the City. The Parks and Recreation Department and Parks and Recreation Commission would have to review that proposal and City Council would ultimately make the decision on the exchange. I'm assuming that the proposed 8' wide pathway would factor into their consideration, since that was part of the parkland and intended to provide additional pedestrian/bicycle access to the park property.

If you're willing to pursue this further, I would suggest that you discuss this idea with the owner of the 1309 Ridgeview Drive property which appears to be Blum Development, to see if they would be willing to entertain the idea. If so, your next step would be to work with David Schott, Parks and Facilities Manager, on further exploration of the concept. You can reach David at dschott@ci.moscow.id.us

Thanks,
 Mike

Mike Ray, AICP
 Planning Manager



From: Zena Hartung <zhartung@gmail.com>

Sent: Friday, November 17, 2023 2:22 PM

To: Michael Ray <mray@ci.moscow.id.us>; davedail.realtor@gmail.com; Katie Pelch <KatiePelch@gmail.com>; scottbecker@moscow.com; Jennifer Snodgrass <jsnodgrass515@gmail.com>

Subject: Yesterday's meeting re: Struthers Subdivision.

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Hello Mike,

Along with about a dozen other neighbors, I attended the meeting re: preliminary platting of the space called "Struthers Subdivision", hosted by project manager, Scott Becker at the fairgrounds last evening.

We learned that the owner/developer has reconfigured the space due to a need for more affordable housing in Moscow in that vicinity. I agree, changes need to be made when the community recognizes a need.

This email is to inform you, there is a change that a number of us discussed during the meeting and which we intend to act upon. That is, we will meet again as a community group and learn what steps to take to request a change.

We discussed the need to vacate the existing designated park space in the new development "Ridgeview II", and to instead dedicate the unsold lot at 1309 Ridgeview as city park. To learn the argument for why this location is preferable, please see the attached pdf provided by neighbor, Katie Pelch. Also reference the letter written to Becker by neighbor Jennifer Snodgrass, concerned with local wildlife.

A number of points discussed seemed to be most compelling to the gathering.

First, that Struthers Subdivision has now designated a park area that would connect a path to the pathway from Flomer to Hampton Ct.

Second, **that the park for the Ridgeview II might best be as close as possible**, so as to make the area more appealing to humans and wildlife. Remember, these decisions are long-term and affect families raising children today and for the future.

Third, that the now designated park space for Ridgeview II highest and best use is as multi-family residence and not as an unused green space

Fourth, that the multi-family development along the Hwy 8 is only now being developed and might be quickly converted to more residences

Thanks for your consideration. I hope I'm speaking for others also on this email, who are free to respond as well, when I ask that this request get high priority and rapid consideration.

Zena Hartung
360-951-8445



Virus-free. www.avast.com



- The currently planned location for a park is a lot directly adjacent to Hwy 8.
- It is not centrally located among the homes in Ridgeview or the proposed new development.
- The speed limit here on Hwy 8 is 45 mph – one of the highest speed limits in town.
- The speed limit and increased air pollution exposure makes this a risky site for a park to be used by children and families.
- Access to the park seems limited to a cul de sac, creating parking congestion in what is planned for a densely housed area or limiting access to pedestrians.

Current planned location for a park

Thantune, Inc.

scottbecker@moscow.com

To: Roy Derrick
Subject: RE: Questions on Struthers Subdivision Project

Hi Roy,

Sorry about the notice sent to the wrong address. Here are the answers to your questions.

1. We're still working on the exact number of lots. They will likely be 14 small single family detached lots.
2. Traffic is a concern with all development but the City does not anticipate levels of service to be degraded below a reasonable flow.
3. Public hearings at this will likely be in January and February. The City will post them on site, in the paper, and send notices to residence.

Let me know if you have any additional questions or if you would like to stop in the office and discuss the project.

Thanks,
 Scott

From: Roy Derrick <wrderrick@yahoo.com>
Sent: Monday, November 27, 2023 7:34 AM
To: scottbecker@moscow.com
Subject: Questions on Struthers Subdivision Project

Good Morning Scott

My name is Roy Derrick and I live at 1418 Roxbury which is one of the lots adjoining the proposed subdivision. I would have liked to have attended the November 16 meeting, but the notice was sent to an old address and I didn't receive it until after the meeting.

I am hoping you will be able to answer my questions about this project.

- Looking at the map, the lots are going to be pretty small. What type of buildings are planned for these lots (detached single family, attached townhouses, etc.)?
- With 18 additional lots, this could have a large impact on the amount of traffic in the area. What are the plans for the additional traffic (all go down Wildrose to Ridgeview, depend on the planned extension of Roxbury to the highway)?
- Do you have any rough idea when the city will have public hearings on this?

Thanks
 Roy Derrick



Virus-free. www.avg.com

We purchased our house on Lundquist Lane because it was in a rural area, where the land surrounding each home is multiple times the size of the home. The homes are not so close you can see through each others windows into their private(?) homes. Currently I can go outside knowing no one is watching me from their home.

Another benefit of living in a sparsely populated area -- outside I can hear the birds and the wind blowing through the trees. I can not hear people arguing, smell what is being cooked, or burned.

We and our neighbors are able to have flower gardens, vegetable gardens, an orchard. One even has his own forest.

Our grandchildren enjoy batting a ball without a care of hitting a neighbors house or car. They enjoy sledding down the hill in our back yard. They can be noisy, like happy children are, without disturbing neighbors.

The benefits of living in a non-dense area are many.

We do not appreciate any endeavors of the city of Moscow allowing the city to be spread into the Lundquist Lane / Flomer / U of I neighborhood.

With Sincerity,
 Ruth Butler


Scott & Ruth Butler
 1275 Lundquist Lane
 Moscow, ID 83843

P.S. Our well water is delicious.



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CDV	Preliminary or Major Amendment	\$700.00	
CDV	Minor Amendment or Design Review	\$295.00	
Receipt Number			

APPLICATION FOR PRELIMINARY PLANNED UNIT DEVELOPMENT OR PUD AMENDMENT

APPLICANT:

Name: Ron Struthers & Dave Dail (Provvidenza, LLC) Telephone: (208) 892-4339
(208) 310-0855
 Complete Address: 1008 Warren Ln, Moscow, ID 83843
 E-Mail: ron@sonriseapartments.com & davedail.realtor@gmail.com Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
 Complete Address: _____
 E-Mail: _____ Fax: _____

PROPERTY:

- Proposed PUD Name: Wildrose Court
- Address or Parcel Number: 0 Flomer Ln, 83843 - RP39N05W167350A
- Legal Description: _____ (Subdivision) _____ (Block) _____ (Lot)
If described by Metes and Bounds, please attach deed on a separate sheet.

PROJECT DESCRIPTION: Please describe the new (or revised) use, design and construction for the above-described property.

The new use of this property, will include an Sixteen (16) Lot Single Family development, with a roadway connection from the dead end of Wildrose Drive, providing access from Ridgeview Estates, all 16 lots. There is a tract of land dedicated for stormwater purposes, along with an additional tract dedicated for a pathway and to provide further connectivity from this development to existing facilities at the dead end of Flomer Ln. There will also be open space dedication adjacent to the pathway.

The proposed activities and use shall be shown on an attached site plan drawn to a standard engineer's or architect's scale. The site plan shall show, label and dimension all property lines and easements, existing and proposed buildings, parking lot and driveway(s), fencing and landscaping. A site topography map shall be provided when appropriate.

FOR MINOR AMENDMENTS/DESIGN REVIEW ONLY: SKIP TO SIGNATURE LINES ON PAGE 3

AUTHORIZATION:

1. Section _____ of the Moscow Zoning Ordinance authorizes the proposed use through a Planned Unit Development application.
2. The Moscow Planning and Zoning Commission must make findings of compliance with the following six **relevant criteria and standards**. Please indicate in the spaces provided below the justifications you believe show compliance with each of the relevant criteria and standards:

A. The proposed development is consistent with the Comprehensive Plan.

Yes, Wildrose Court will provide affordable, high density housing along with better connectivity for bikes/pedestrians while allowing for town growth to supplement surrounding developments.

B. The proposed development is consistent with the intents and purposes of Chapter 7 of the City Zoning Code.

Yes, Wildrose Court is economical/high density and attractive development consisting of 16 parcels of single-family development.

C. The proposed development is compatible with the character and uses in the surrounding area.

WHile most of the surrounding parels are outside the city limits, the west boundary of this lot is a new subdivision plat. This proposed development utilizes a roadway within the new subdivision for a seamless transition to the proposed development, allowing for the lot to be compatible with said surrounding area.

D. Public Services and utilities are available or can be made available and are adequate to accommodate the proposed development.

The existing facilites from Ridgeview Estates, along Wildrose Drive, are currently stubbed at the end of Wildrose Drive. This dead end is the entrance to the proposed PUD, and the services can be extended to accomodate the proposed PUD.

E. The proposed development will not endanger the public health or safety.

Yes, Wildrose Court enables safe access and promoos alternative modes of mobility including pedestrians, bicycles and motorists.

F. The residential densities, proposed land uses, and design proposed with the development promote the innovative, efficient, economic, and attractive development of the subject property.

Single Family R2 zone promotes development that is consistent with the surronding area, while also providing sufficient economic growth through an attractive development.

CONDITIONS OF APPROVAL:

The Commission may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

Compliance:

- 1) Should the preliminary PUD be approved, a final PUD review before the original decision-making body is required to determine whether the proposed development conforms to the intent and conditions of the preliminary PUD approval.
- 2) Approval of a preliminary PUD proposal shall expire automatically eighteen (18) months after the date of approval unless final PUD approval has been obtained prior to such time.
- 3) Where final PUD plans approved by the decision-making body are subsequently modified following such approval, such plan modifications must be submitted to the Community Development Department to be reviewed for substantial conformance with the approved plans. If plan modifications are not in substantial conformance, the plans may need to go through a minor or major amendment process as detailed in Section 4-7-13 of Moscow City Code.

Revocations:

- 1) If building permits pertaining to an approved PUD, consistent with any proposed phasing, are not obtained within eighteen (18) months of the final PUD approval, such final PUD approval shall be immediately revoked and shall be automatically null and void.
- 2) The applicant may request a one (1) time extension of a final PUD approval not to exceed one (1) year. Such request shall be in writing and shall be approved by the applicable decision-making body prior to expiration of the original PUD approval or such approval shall not be granted.

SUBMITTAL:

This application must be completed and submitted with the below-described items to the Moscow Community Development Department before the application will be scheduled for a public hearing:

- Completed application.
- Payment of application fees.
- Site Plan, drawn to scale (1 full size electronic copy; one 11" x 17" hard copy)
- Floor Plans, drawn to scale (1 full size electronic copy; one 11" x 17" hard copy)
- Elevation Drawings and/or Renderings, drawn to scale (1 full size electronic copy; one 11" x 17" hard copy)

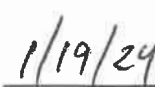
I understand this information is a public record and may be posted to a public website.

Applicant's Signature

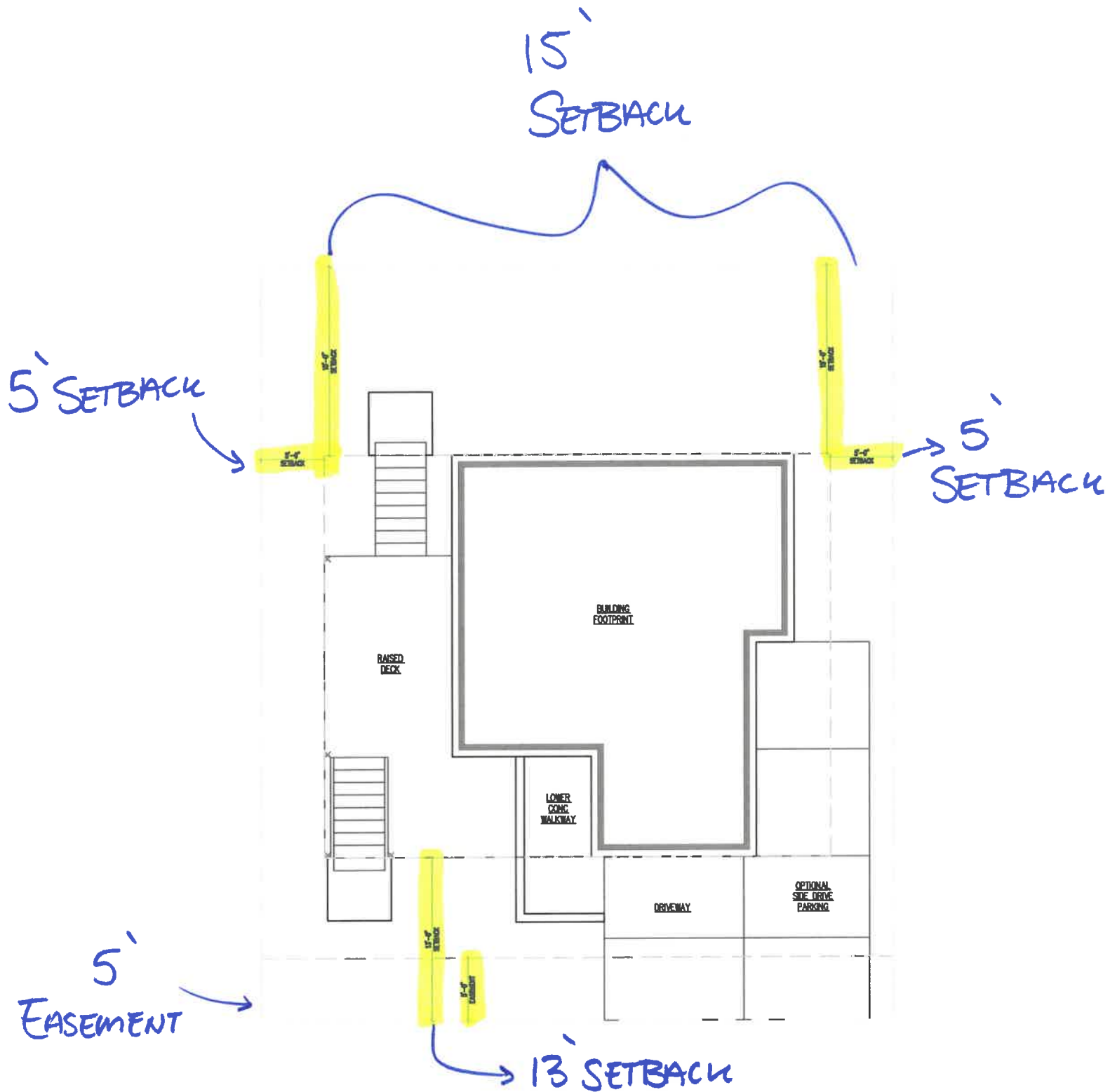


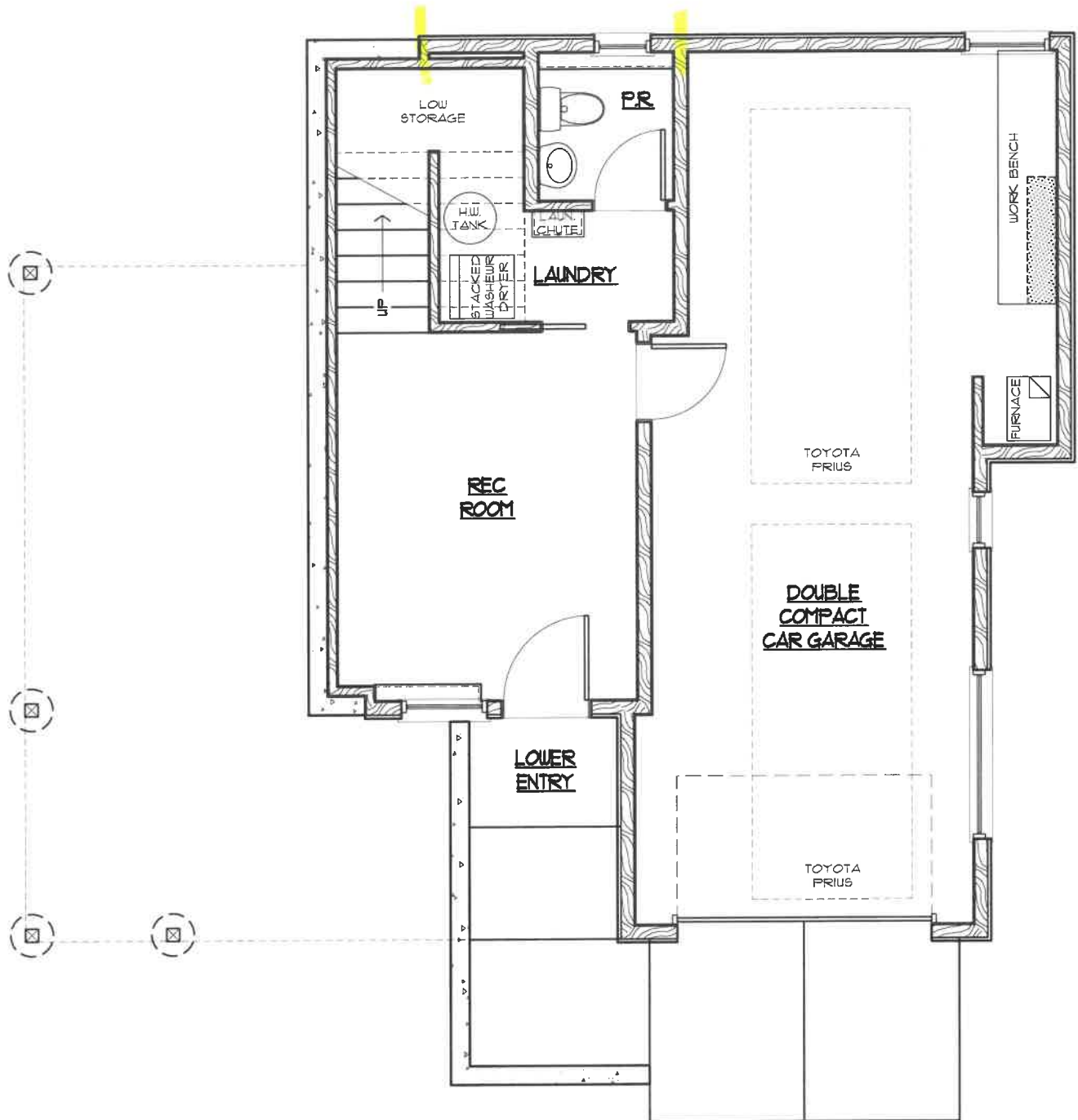
Property Owner's Signature

Date



Date





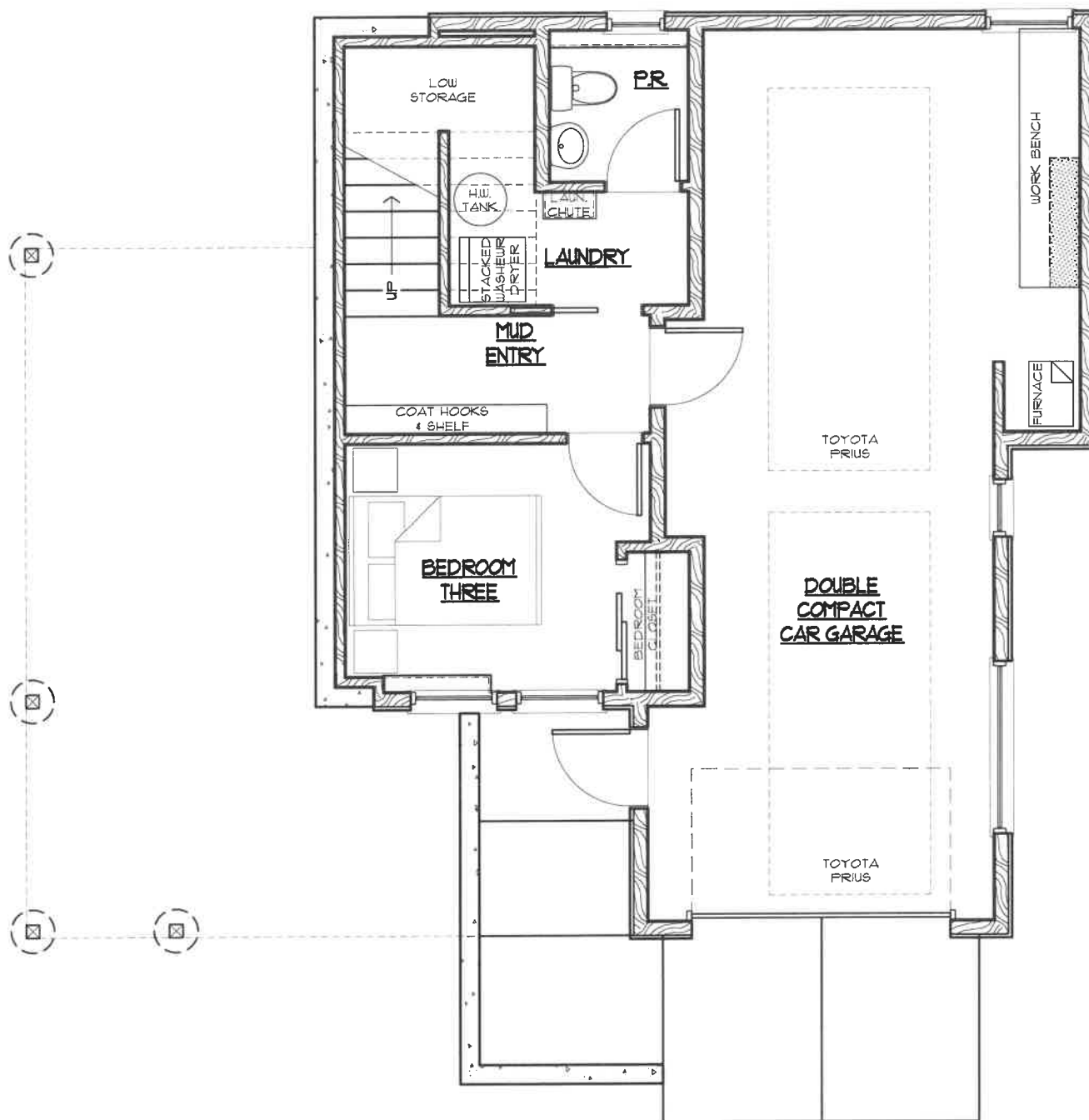
Wildrose Cottage

Lower Level - Option A

SCALE: 3/16" = 1'-0"

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Gross Area ~ 248 SF



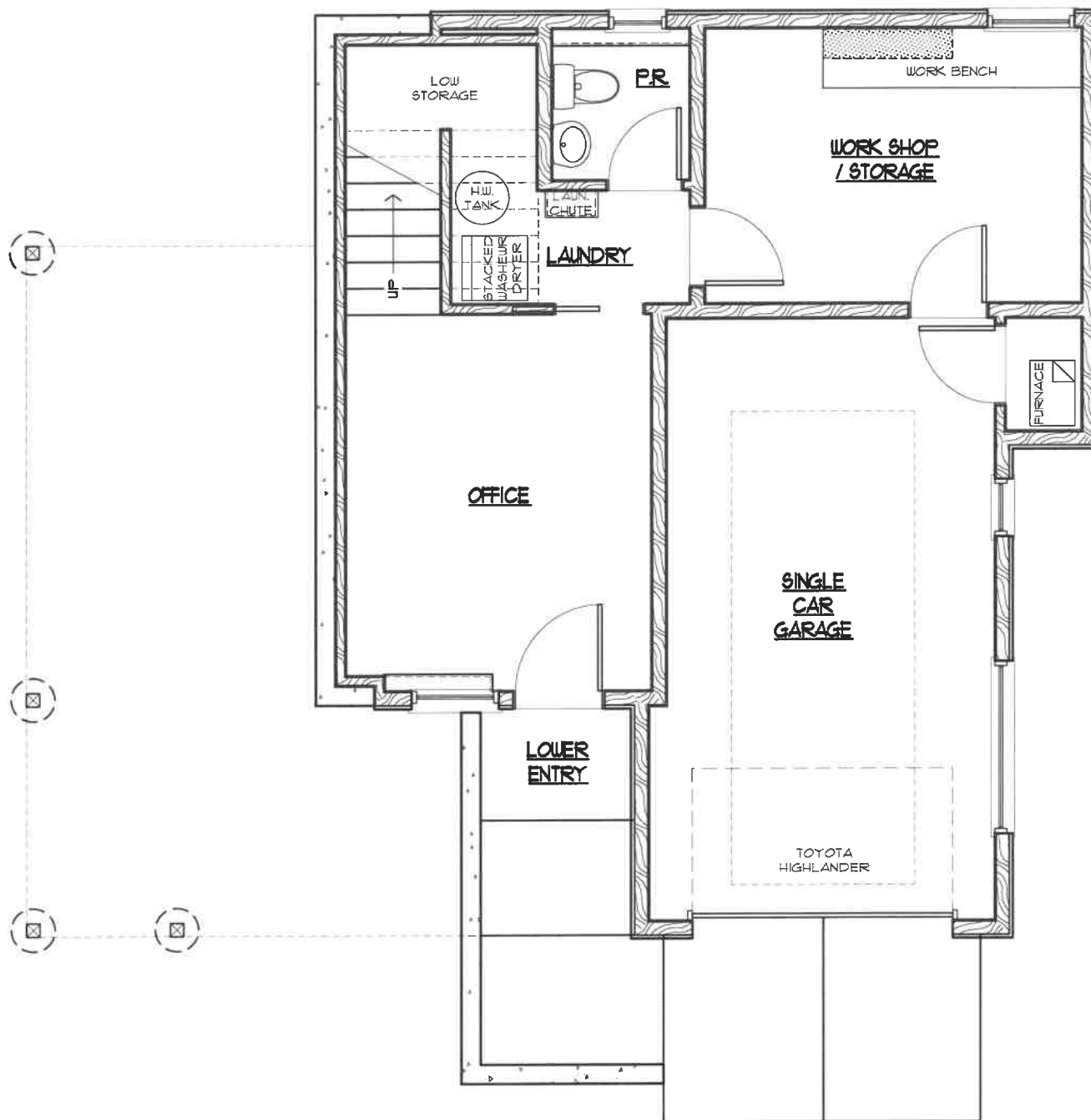
Wildrose Cottage

Lower Level - Option B

SCALE: 3/16" = 1'-0"

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Gross Area ~ 256 SF

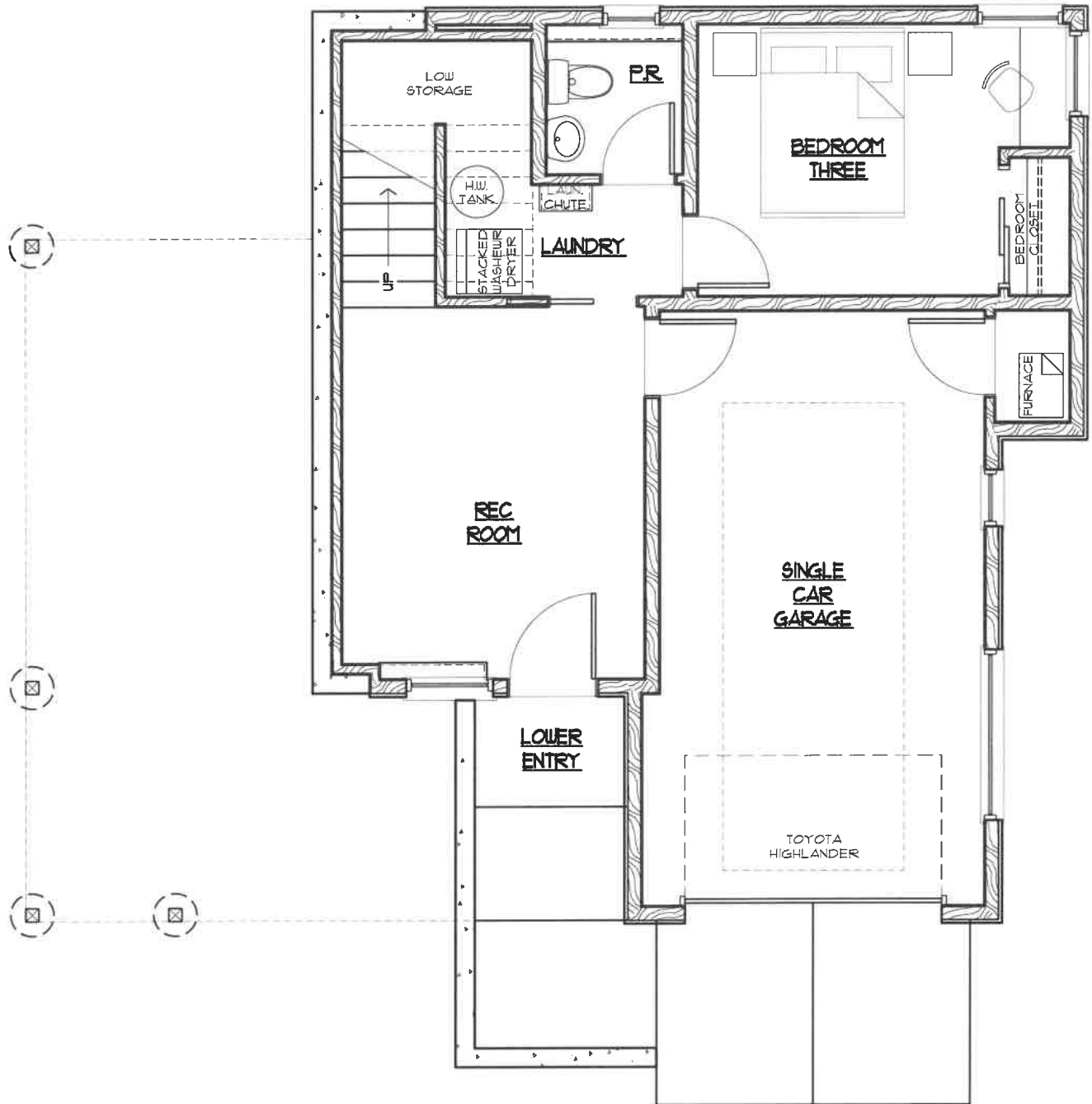


Wildrose Cottage Lower Level - Option C

SCALE: 3/16" = 1'-0"

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Gross Area - 392 SF



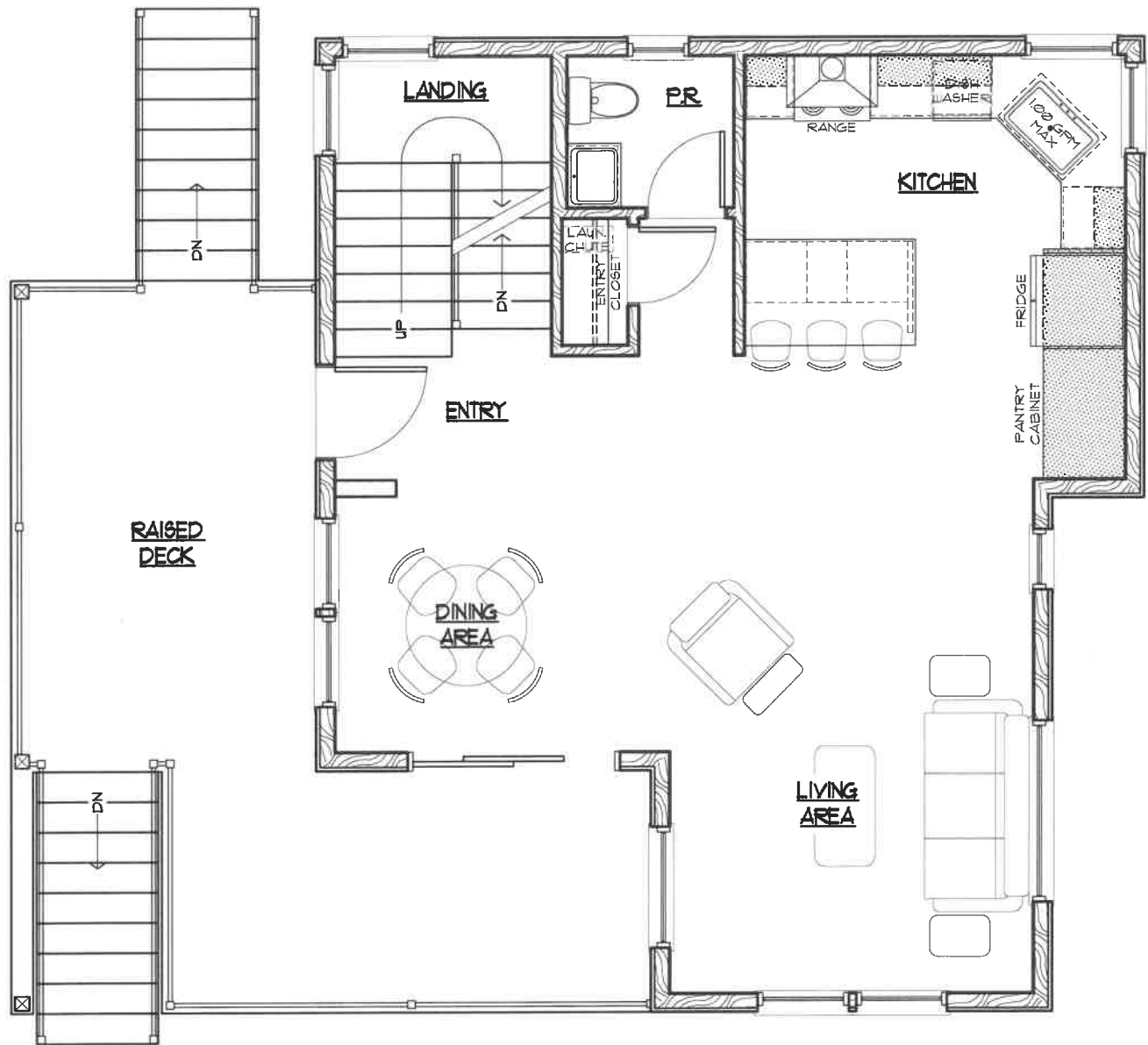
Wildrose Cottage

Lower Level - Option D

SCALE: 3/16" = 1'-0"

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Gross Area - 392 SF



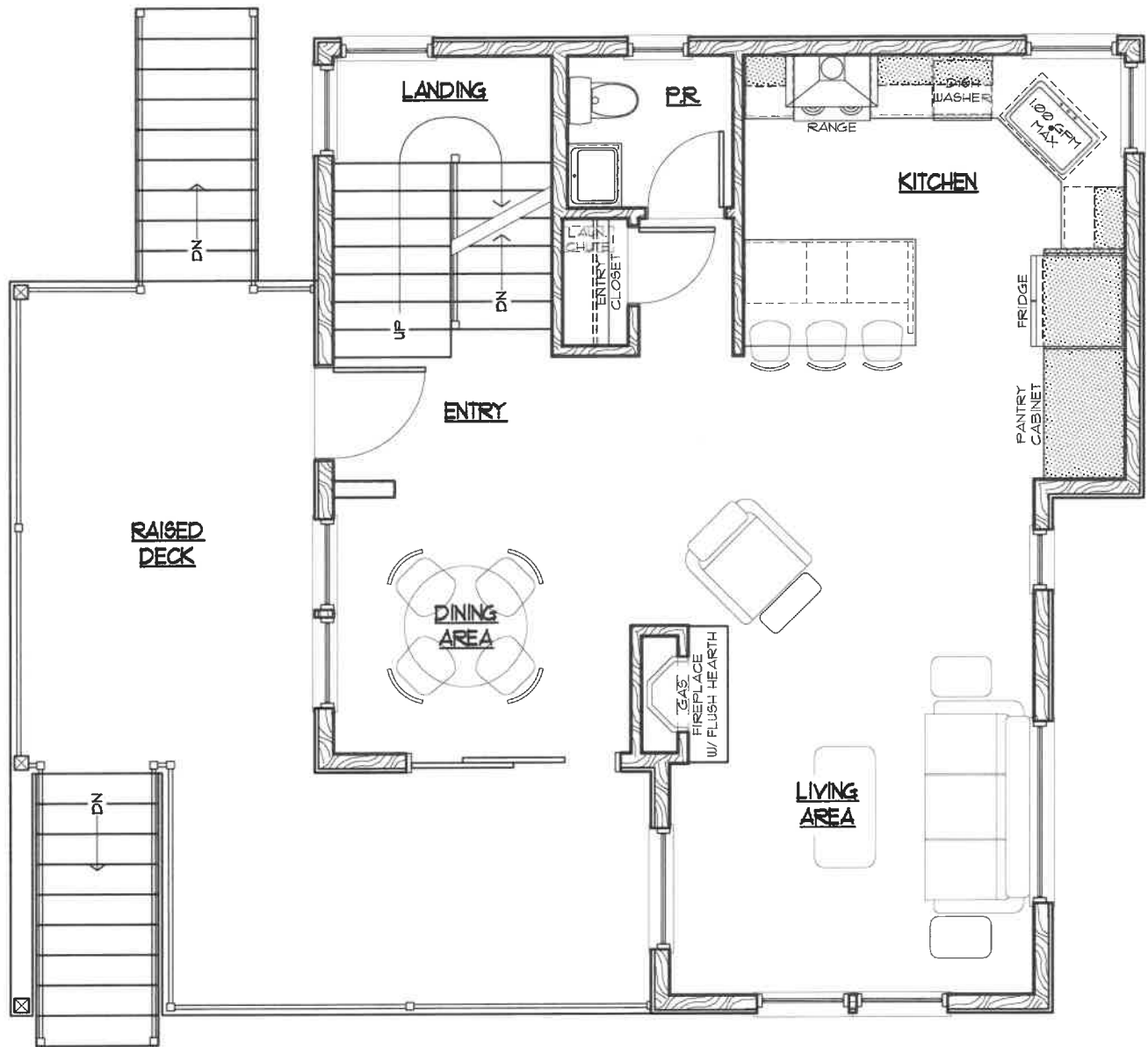
Wildrose Cottage

Main Level - Option A

SCALE: 3/16" = 1'-0"

Gross Area ~ 725 SF

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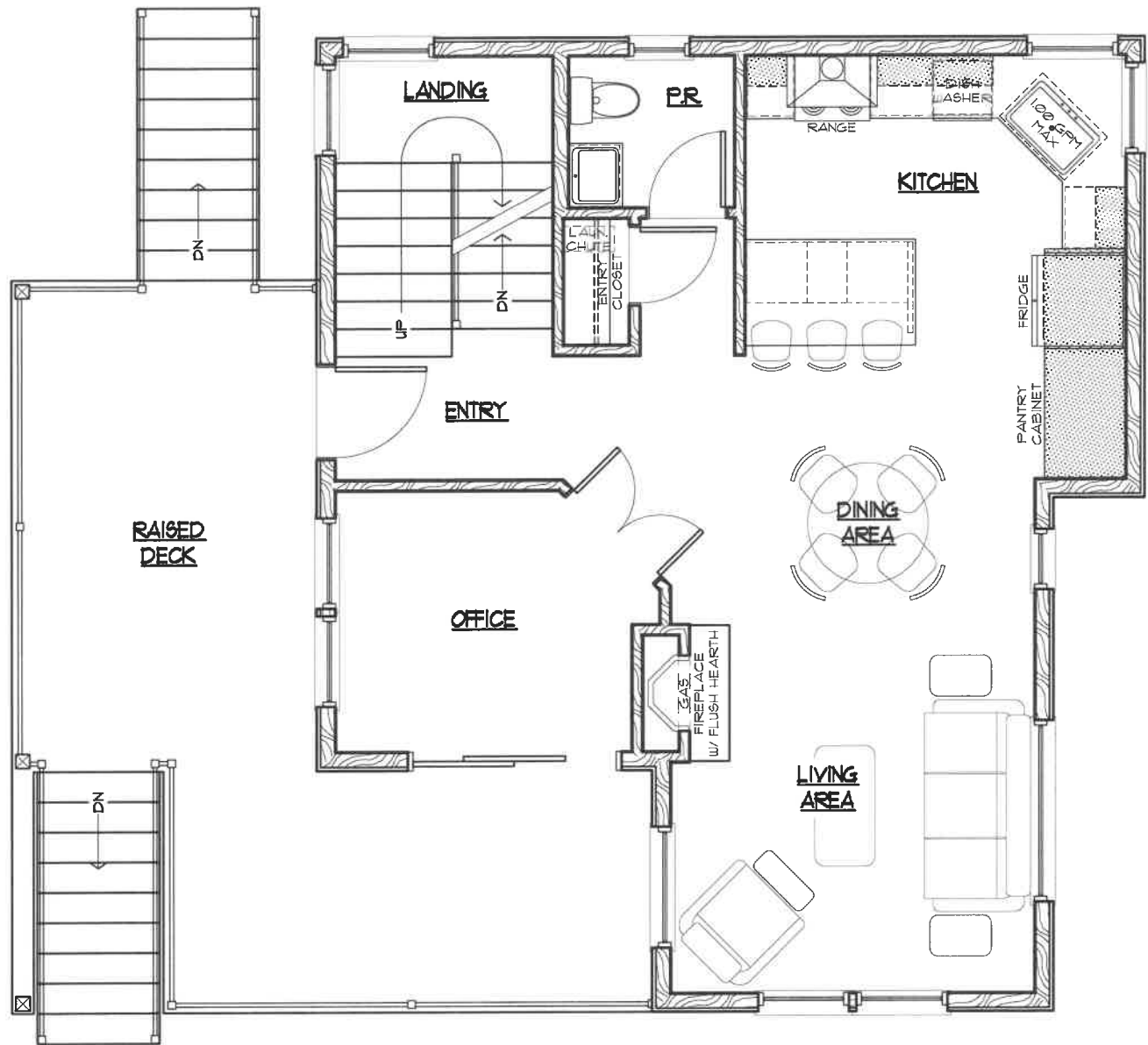
Wildrose Cottage

Main Level - Option B

SCALE: 3/16" = 1'-0"

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Gross Area ~ 725 SF



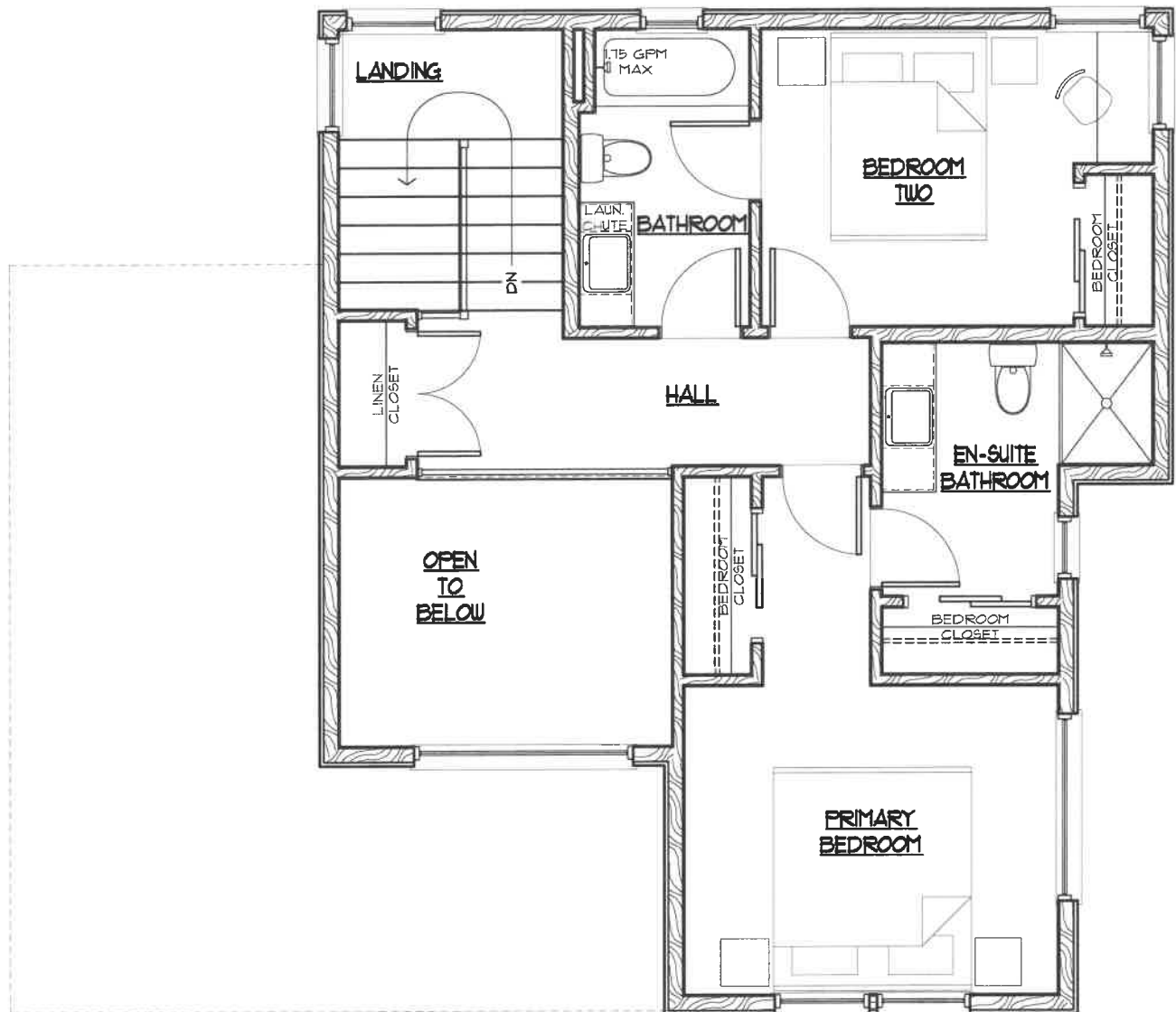
Wildrose Cottage

Main Level - Option C

SCALE: 3/16" = 1'-0"

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Gross Area ~ 725 SF



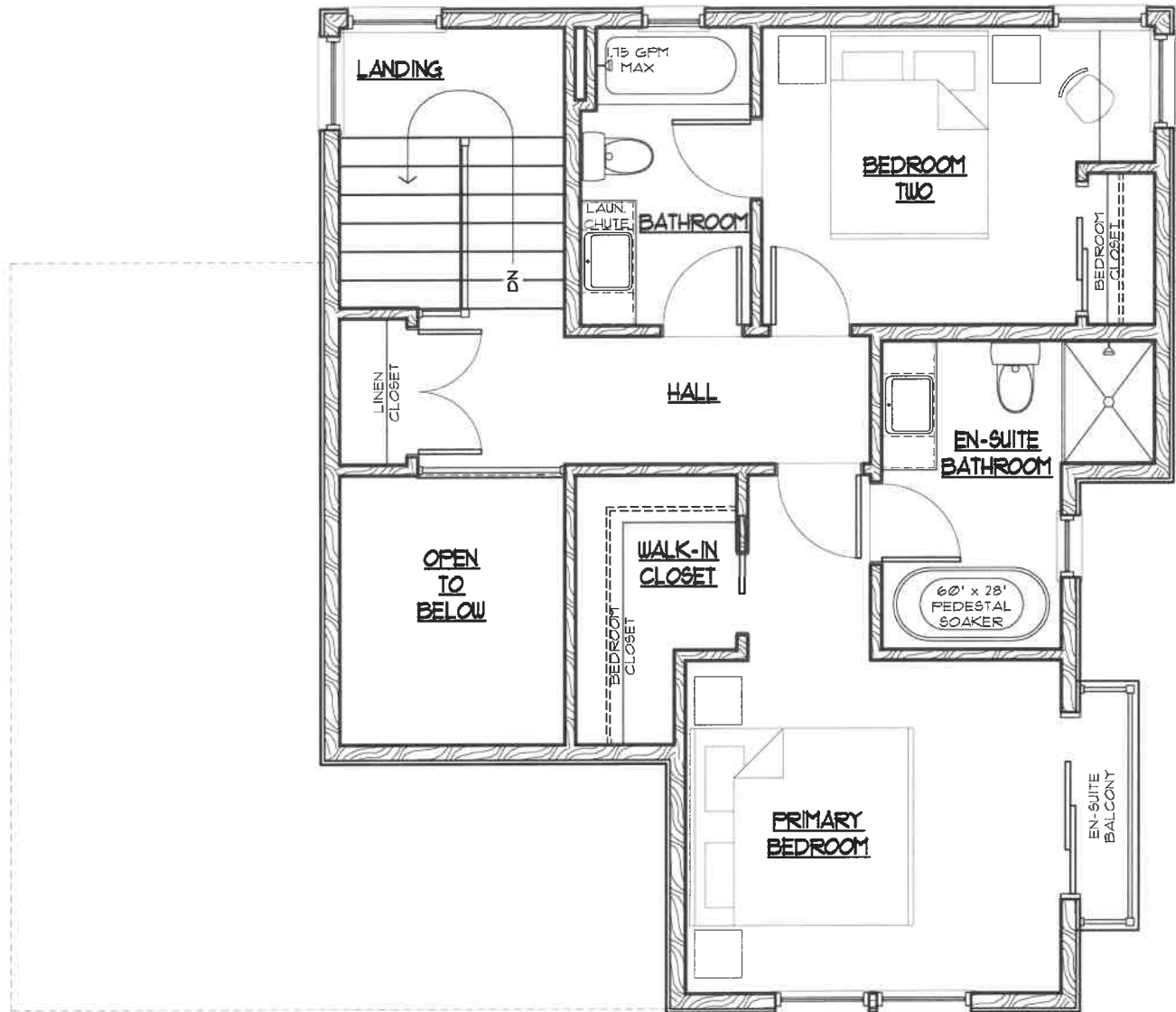
Wildrose Cottage

Upper Level - Option A

SCALE: 3/16" = 1'-0"

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Gross Area ~ 550 SF



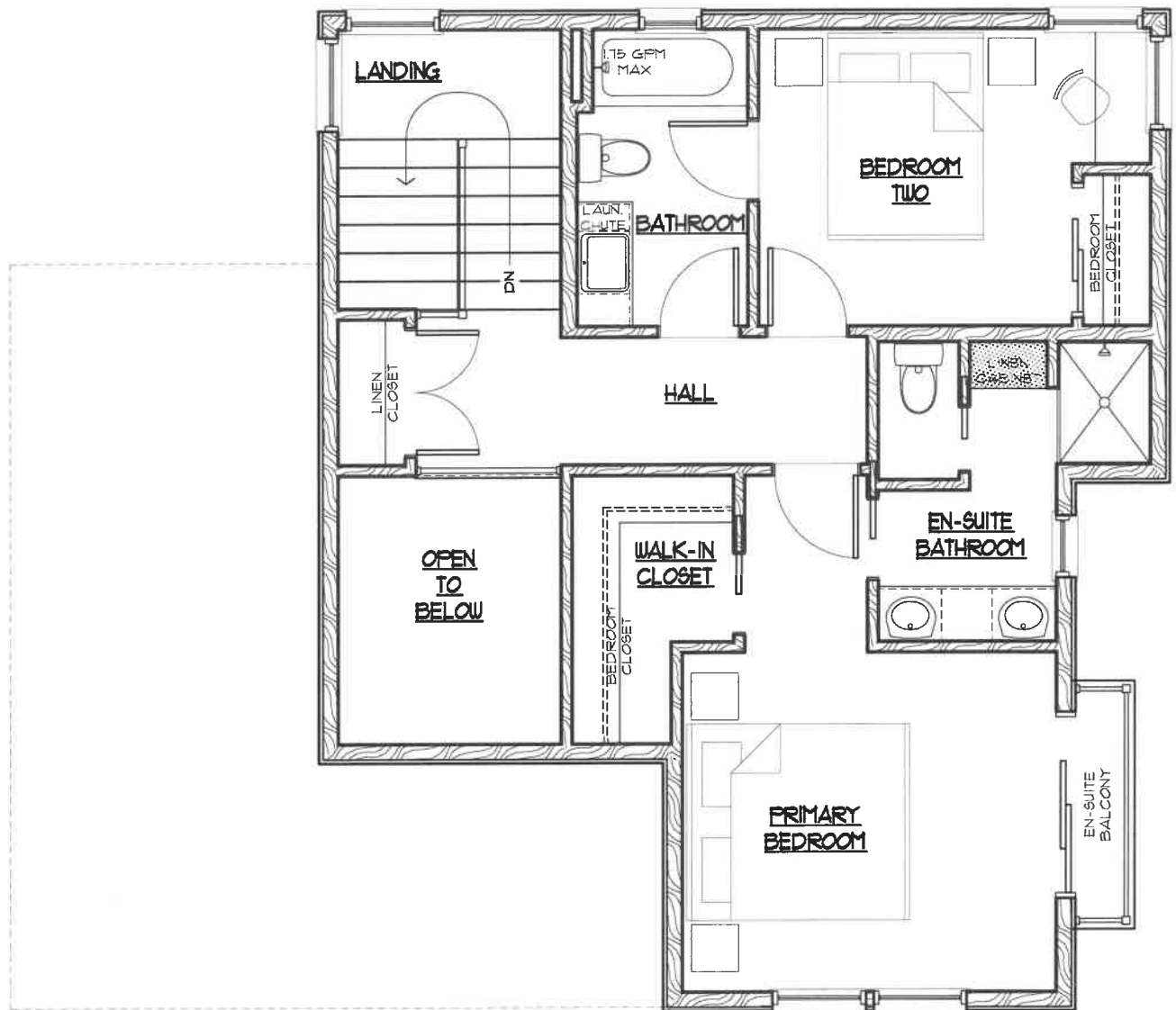
Wildrose Cottage

Upper Level - Option B

SCALE: 3/16" = 1'-0"

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Gross Area ~ 582 SF



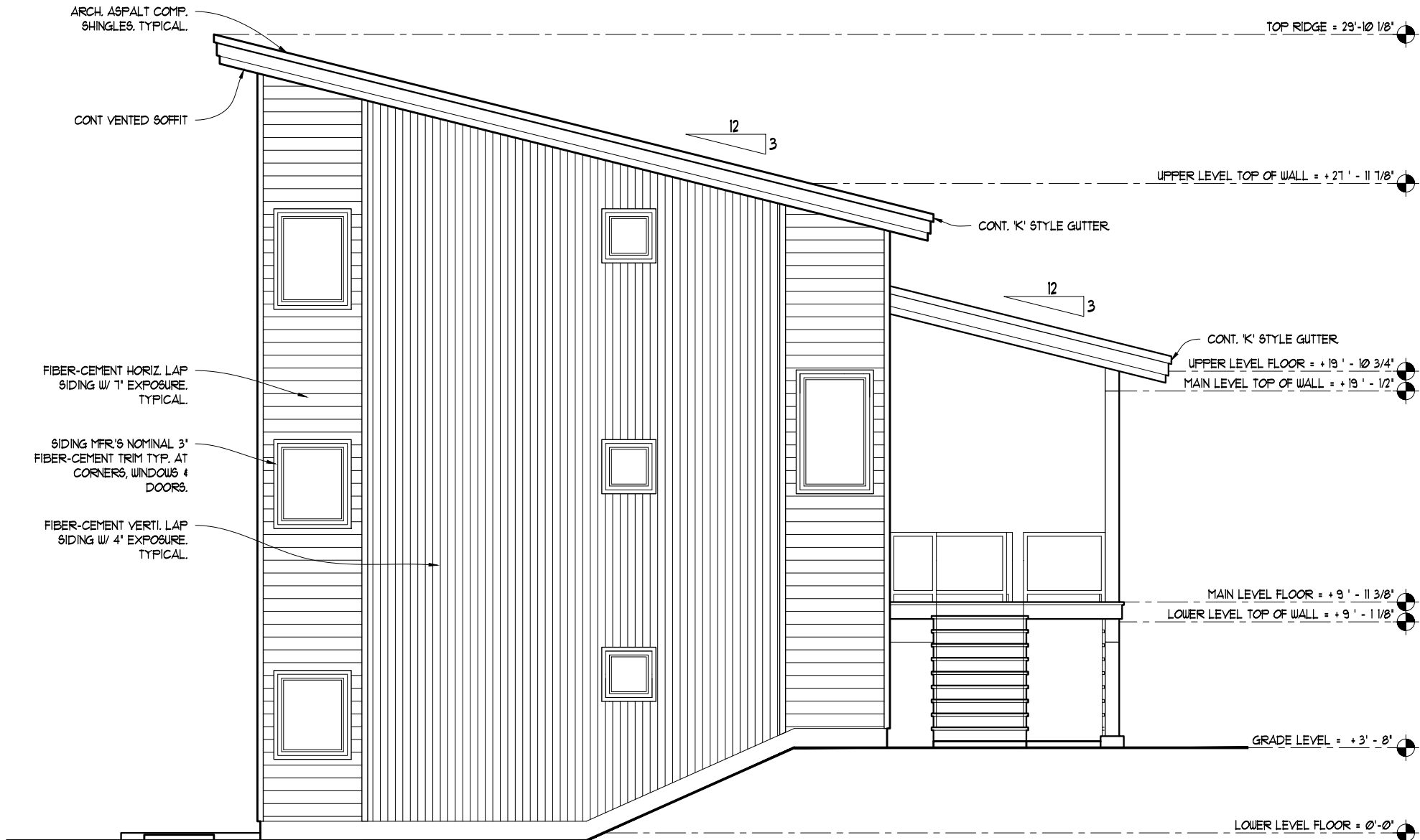
Wildrose Cottage

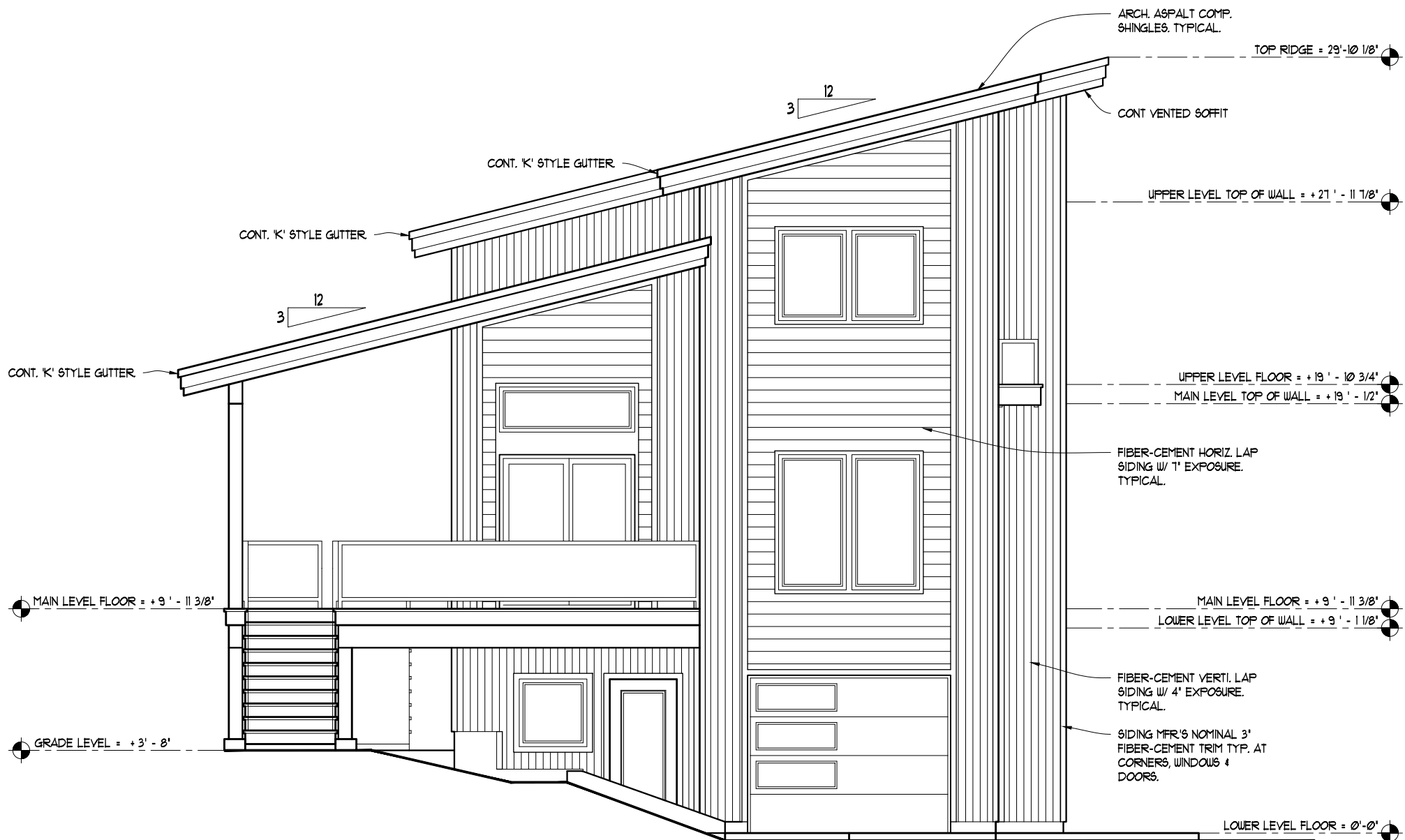
Upper Level - Option C

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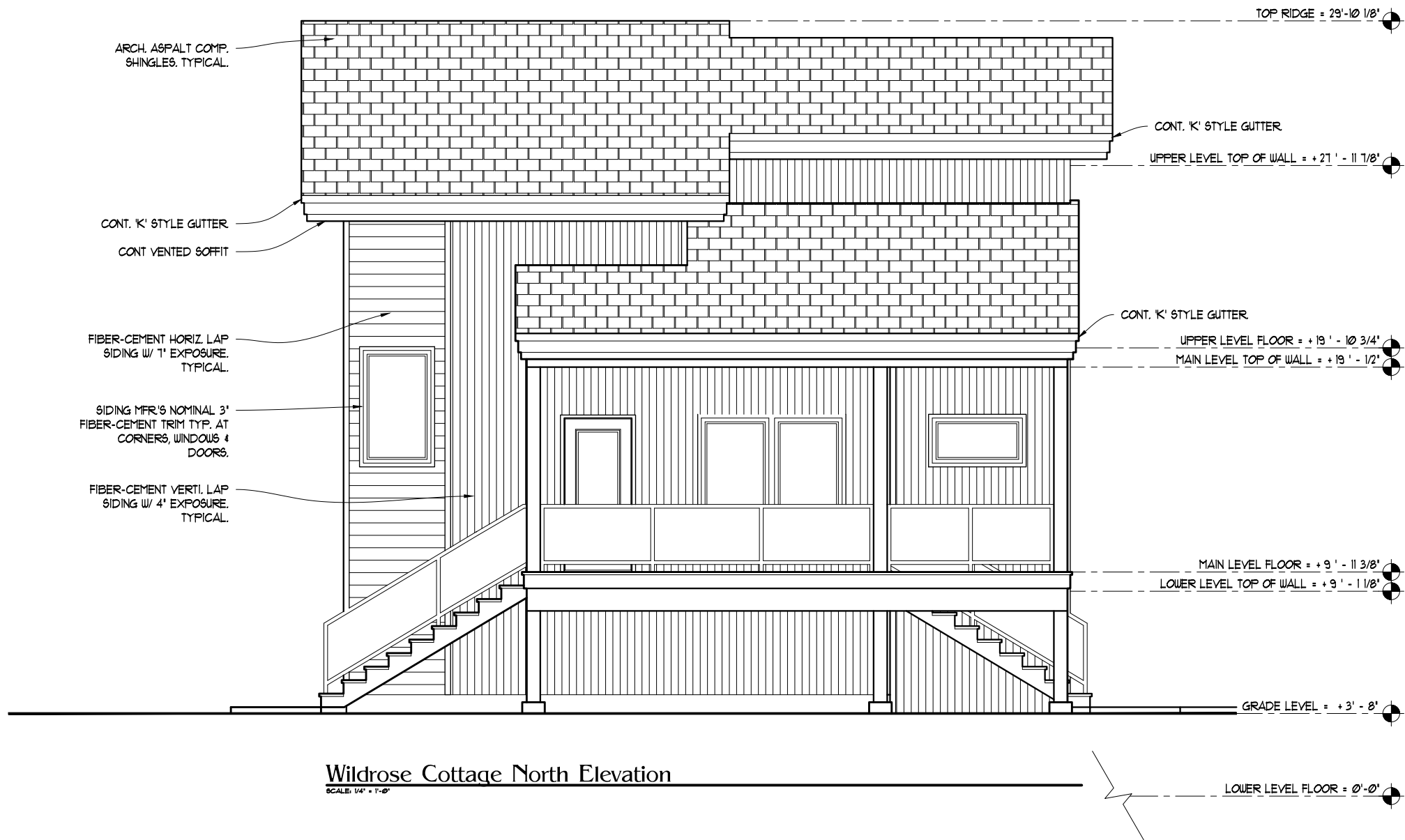
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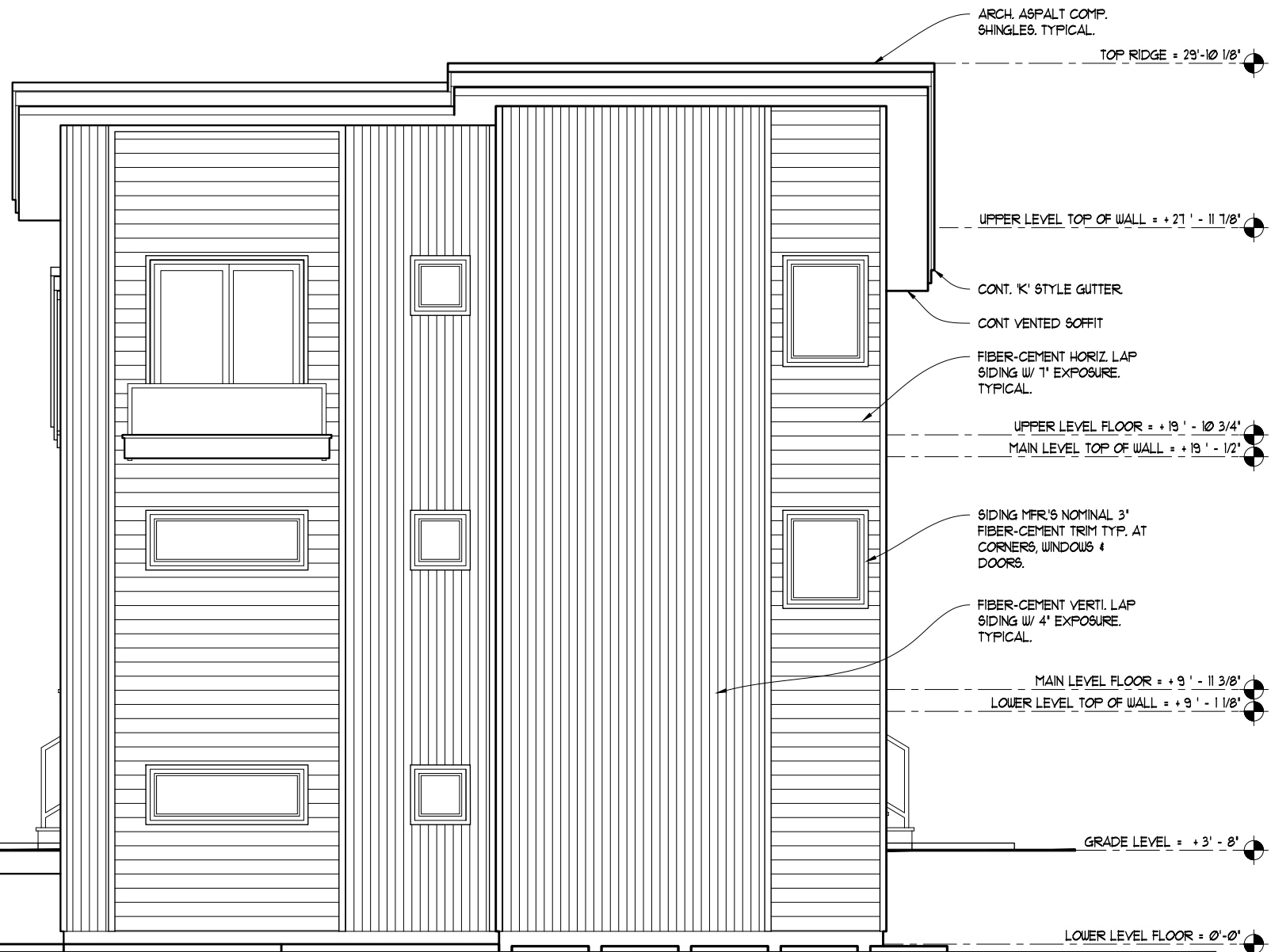
Gross Area ~ 582 SF





Wildrose Cottage West Elevation





Wildrose Cottage South Elevation

SCALE: 1/4" = 1'-0"







Reviewed 2-20-202



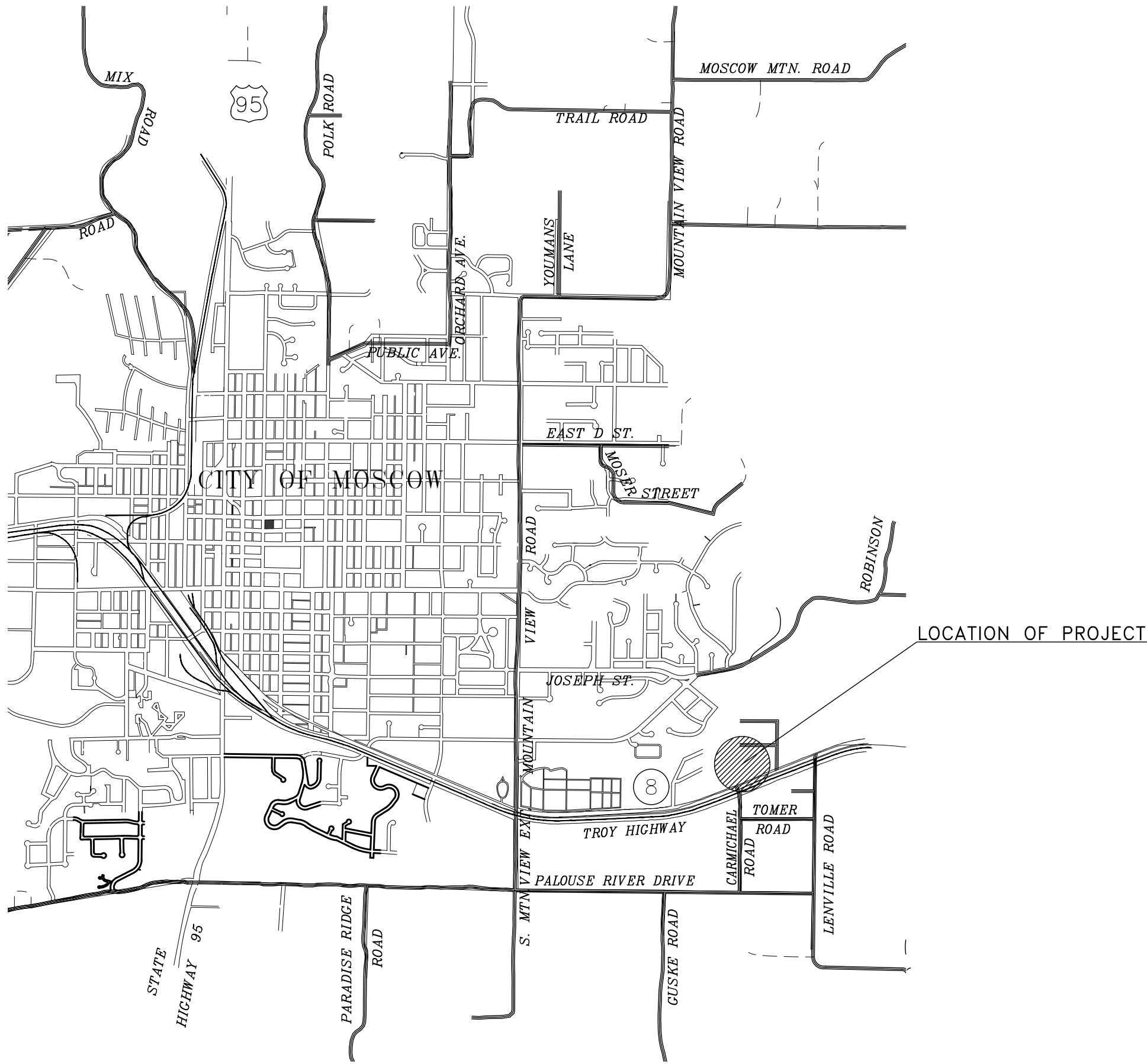
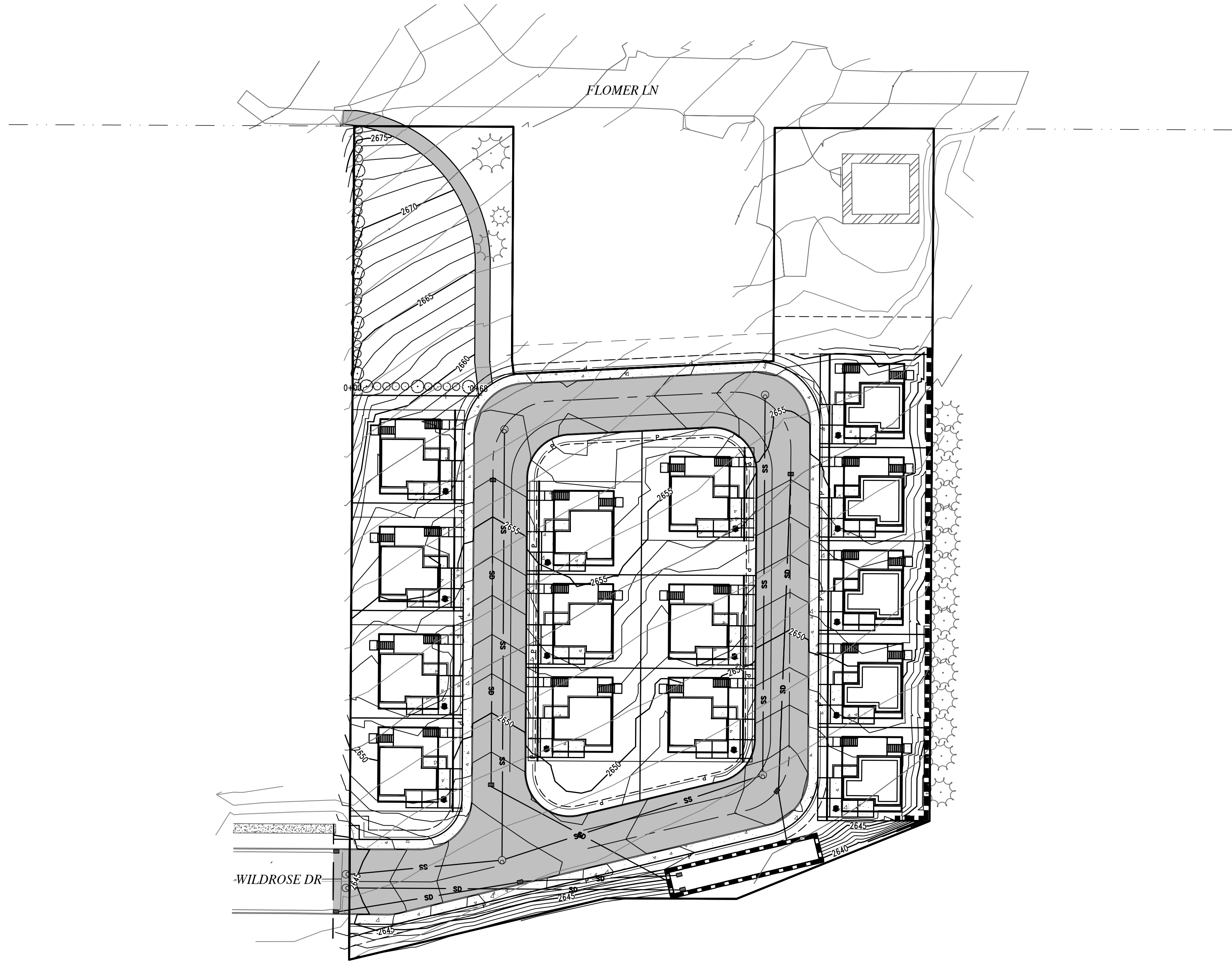
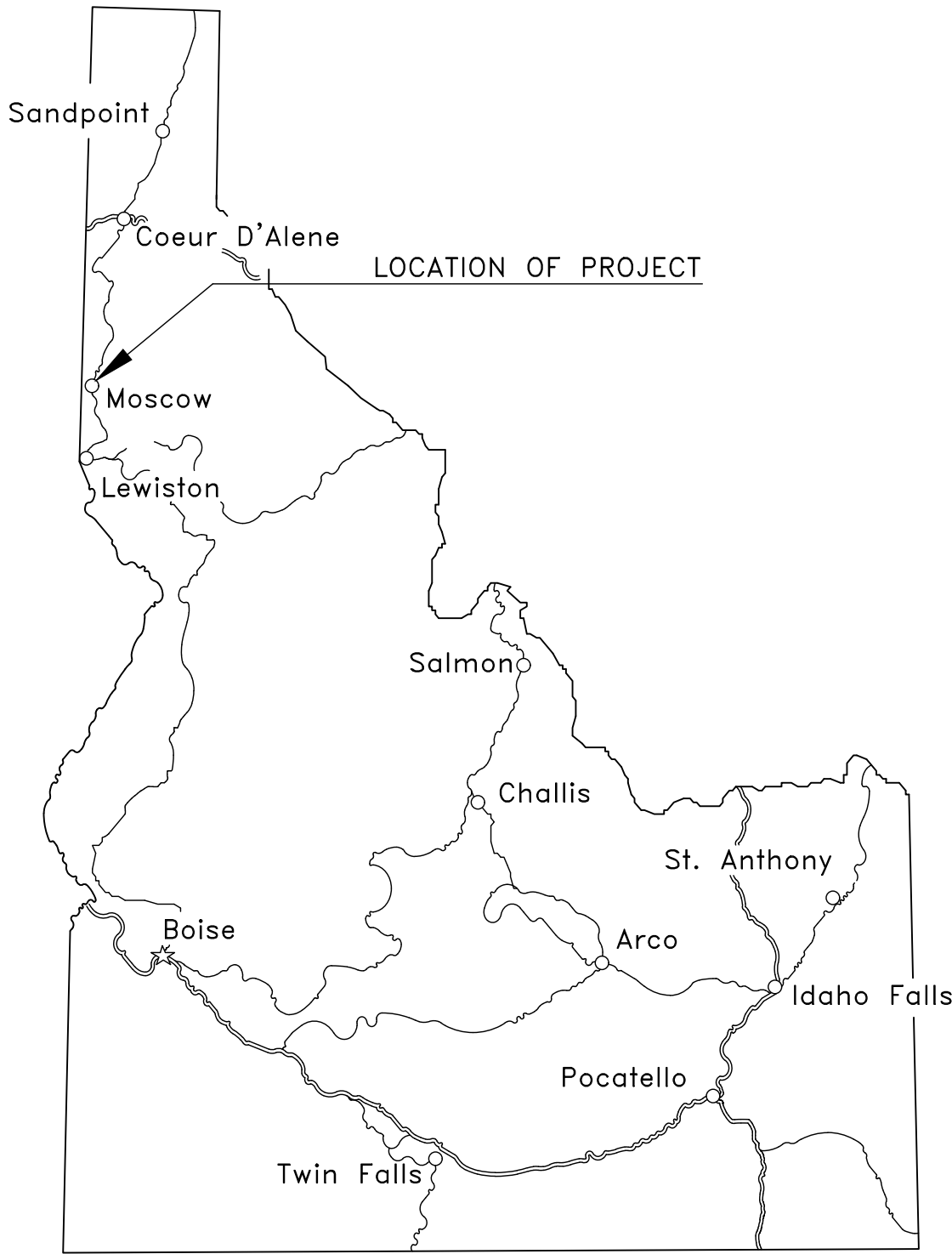
WILDROSE COURT PUD

CITY OF MOSCOW LATAH COUNTY, IDAHO



BASIS OF ELEVATION
THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD88, ESTABLISHED BY GPS.
THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER
SERVICE (OPUS).

Sheet Number	Sheet Title
C1	COVER SHEET
C2	EROSION CONTROL AND GRADING PLAN
C3	UTILITY LAYOUT PLAN
C4	WALL PLAN AND PROFILE
C5	DETAIL
C6	WALL DETAIL

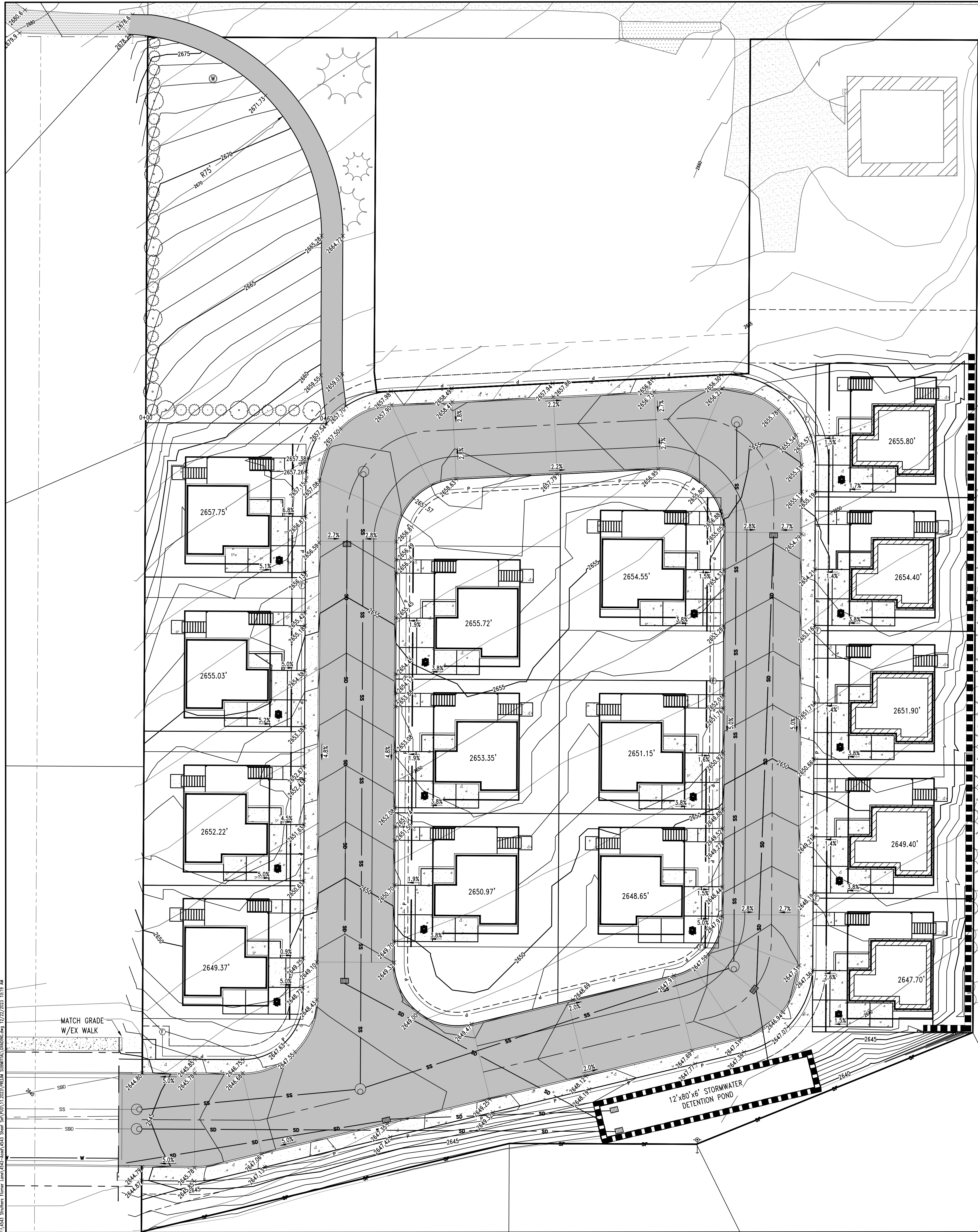


**PRELIMINARY
NOT FOR
CONSTRUCTION**

WILDROSE COURT
COVER SHEET
RON STRUTHERS
FLOMER LANE
MOSCOW, IDAHO
(208) 892-4339

Designed by:	SB
Drafted by:	DC
Checked by:	SB
File Name:	COVER.dwg
Tab:	COVER
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	12/22/2023

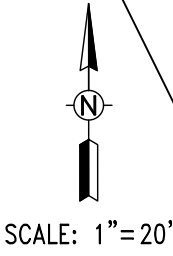
C1



F:\045 Struthers Drive\Arch\045-land\045 Land.dwg, 12/22/2023, 10:15 AM

GRADING LEGEND

- 10% GRADE ARROW - ARROW POINTS DOWNHILL
- +2594.90 SPOT ELEVATION - PROPOSED ASPHALT
- +2594.06 SPOT ELEVATION - TOP BACK OF CURB/ASPHALT
- +2592.56 SPOT ELEVATION - TOP BACK OF CURB/ASPHALT
- 2575 EXISTING 1' CONTOUR INTERVAL
- 2574 EXISTING 5' CONTOUR INTERVAL
- 2574 PROPOSED 1' CONTOUR INTERVAL
- 2575 PROPOSED 5' CONTOUR INTERVAL
- SS SILT FENCE
- PROPOSED EVERGREEN TREE
- PROPOSED SHRUB
- CURB - SEE DETAIL
- PROPOSED CONCRETE PAVING
- PROPOSED ASPHALT PAVING
- PROPOSED RETAINING WALL



BASIS OF ELEVATION

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ESTIMATED GRADING QUANTITIES

- CUT VOLUME = --- C.Y.
- FILL VOLUME = --- C.Y. (ASSUMES 22% SHRINKAGE DUE TO COMPACTION)
- THIS PLAN IS ACCURATE FOR GRADING AND THE RELATED EROSION AND SEDIMENT CONTROL PURPOSES ONLY.
 - ALL AREAS TO RECEIVE EMBANKMENT (FILL) SHALL FIRST BE CLEARED AND GRUBBED.
 - ALL TOPSOIL SHALL BE EXCAVATED AND REMOVED FROM EMBANKMENT (FILL) AREAS. EXCAVATED TOPSOIL MATERIAL MAY BE STOCKPILED ON-SITE FOR USE AS LANDSCAPING MATERIAL - PROVIDE SILT FENCE AROUND STOCKPILES.
 - BORROW FOR EMBANKMENT (FILL) SHALL CONSIST OF NATIVE PALOUSE LOESS OR CLAY, OR ANY APPROVED GRAVELLY MATERIAL. ALL BORROW SHALL BE FREE OF ROOTS, BARK, TOPSOIL, ORGANIC OR OTHER DELETERIOUS MATERIALS.
 - COMPACT ALL EMBANKMENT (FILL) TO 95% MINIMUM OF THE PROCTOR VALUE DENSITY DETERMINED BY THE AASHTO T-99 METHOD. THE METHOD FOR CONSTRUCTING EMBANKMENT (FILL) SHALL BE SUCH THAT 95% MINIMUM DENSITIES ARE ACHIEVED THROUGHOUT.
 - WHERE EMBANKMENT (FILL) IS PLACED ON AN EXISTING SLOPE 4:1 OR STEEPER THE EXISTING SLOPE SHALL BE BENCHED HORIZONTAL PRIOR TO PLACING BORROW. THE WIDTH OF THE BENCHES SHALL NOT BE LESS THAN FIVE (5) FEET IN WIDTH.
 - COMPACTION TESTING SHALL BE PROVIDED BY THE OWNER. COMPACTION TEST LOCATIONS SHALL BE RECORDED ON A SITE PLAN SHOWING TEST NUMBER, DATE, AND ELEVATION OF EACH TEST. A REPORT OF THESE TESTS SHALL BE PROVIDED TO THE OWNERS, ENGINEER, CONTRACTOR, AND CITY. THERE SHALL BE A SUFFICIENT NUMBER OF TESTS TO ASSURE THAT 95% MINIMUM COMPACTION HAS BEEN ACHIEVED THROUGHOUT ALL EMBANKMENT (FILL) AREAS.
 - OWNER IS RESPONSIBLE TO SECURE ALL NECESSARY AUTHORIZATION FOR GRADING ACTIVITIES REQUIRED ON ADJACENT PROPERTIES.
 - A CITY OF MOSCOW GRADING PERMIT IS REQUIRED.
 - COMPLIANCE WITH NPDES PHASE II IS REQUIRED.

EROSION CONTROL NOTES

- EROSION CONTROL MEASURES AS SET FORTH IN THIS PLAN SHALL APPLY TO ALL CONSTRUCTION ACTIVITY RELATIVE TO THIS SITE, INCLUDING BUT NOT LIMITED TO, ALL EARTHWORK AND INSTALLATION OF PUBLIC IMPROVEMENTS.
- SHOULD THE CITY ENGINEER DETERMINE THAT THE EROSION CONTROL MEASURES INSTALLED AS INDICATED ON THIS EROSION CONTROL PLAN ARE INADEQUATE AND/OR INEFFECTIVE, THE CITY ENGINEER SHALL DIRECT THE IMPLEMENTATION OF ADDITIONAL EROSION CONTROL MEASURES (AT THE EXPENSE OF THE DEVELOPER) TO ALLEVIATE INADEQUACIES.
- THE OWNER AND/OR DEVELOPER OF THE PROPERTY IS ULTIMATELY RESPONSIBLE FOR THE FURNISHING, INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES NECESSARY FOR FULL COMPLIANCE WITH MOSCOW CITY CODE.

OWNERS AND OPERATORS OF CONSTRUCTION PROJECTS THAT: 1) DISTURB ONE OR MORE ACRES (OR ARE PART OF A COMMON PLAN OF DEVELOPMENT THAT DISTURBS ONE OR MORE ACRES) AND 2) DISCHARGE STORM WATER, MUST OBTAIN COVERAGE UNDER THE STORM WATER CONSTRUCTION GENERAL PERMIT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

SURFACE & WASTEWATER DEPARTMENT DIVISION
IDPES PROGRAM
1410 N. HILTON
BOISE, IDAHO 83706

PRIOR TO CONSTRUCTION ACTIVITIES:

- INFORM CITY, AND OTHER INSPECTORS, OF WORK SCHEDULED FOR WEEKENDS OR HOLIDAY.
- CONSTRUCT GRAVEL PADS AT ENTRANCES TO SITE, AS INDICATED ON PLAN.
- PLACE SILT FENCING AND CHECK DAMS AS INDICATED ON PLAN PRIOR TO ANY EXCAVATION OR EMBANKMENT WORK. IN GENERAL, CHECK DAMS SHALL BE PLACED AT MINIMUM 100 FOOT SPACING IN ALL AREAS AND AT MINIMUM 50 FOOT SPACING ALONG SILT FENCE. ON SLOPES GREATER THAN 10% CHECK DAMS SHALL BE MADE OF ROCK, STRAW BALES, OR SILT FENCE, PER MOSCOW CITY STANDARDS.
- GRADE ACCESS ROAD(S) TO ROADWAY CROSS-SLOPE TO PROVIDE DRAINAGE TO ROADSIDE DITCHES.
- PLACE SILT FENCING AND STRAW BALES TO PROTECT EXISTING STORM WATER DRAINAGE FACILITIES THAT WILL BE IMPACTED BY THIS WORK. PROTECT EXISTING FACILITIES ON ADJACENT PROPERTY, AS NECESSARY. EXISTING CATCH BASINS SHALL BE PROTECTED PER DETAIL 3, THIS PAGE. MAINTAIN UNIMPEDED FLOW INTO CATCH BASINS THROUGHOUT CONSTRUCTION.
- CONSTRUCT TEMPORARY SEDIMENT POND(S) IN THE LOCATION(S) AS SHOWN ON THE PLAN, INCLUDING DIRECTIVE DITCHES ALSO AS SHOWN THEREON AND/OR OTHERWISE REQUIRED.

DURING CONSTRUCTION ACTIVITIES AND WINTER SHUTDOWN, AS NECESSARY:

- SUSPEND ALL EXCAVATION AND EMBANKMENT WORK DURING RAIN STORMS TO MINIMIZE EROSION AND SEDIMENT IMPACTS. MONITOR SITE CONDITIONS DURING AND FOLLOWING RAIN EVENTS FOR EROSION AND SEDIMENT CONTROL PROBLEMS - INSTALL CORRECTIVE MEASURES AND INITIATE CLEANUP MEASURES AS REQUIRED.
- SPRAY WATER ON DISTURBED AREAS TO CONTROL DUST EROSION DURING DRY SEASON.
- CONSTRUCT STORM WATER FACILITIES AS EARLY AS POSSIBLE DURING CONSTRUCTION. PROTECT NEW STORM WATER FACILITIES SIMILAR TO EXISTING (SEE NOTE 5 OF "PRIOR TO CONSTRUCTION ACTIVITIES").
- SEED AND MULCH ALL DISTURBED AREAS.
- ALL GRADED AREAS, FINISHED OR UNFINISHED, SHALL HAVE ACCEPTABLE EROSION CONTROL MEASURES APPLIED PRIOR TO OCTOBER 1 - NO EXCEPTIONS WITHOUT PRIOR WRITTEN CITY APPROVAL. ACCEPTABLE EROSION CONTROL MEASURES SHALL BE CONSIDERED ONE OF THE FOLLOWING:
 - a. HYDRAULICALLY APPLIED MIXTURE OF MULCH AND TACKIFIER - OF A TYPE AND APPLICATION RATE RECOMMENDED FOR MOSCOW AREA OPEN SOIL EROSION PROTECTION - SEED TO BE INCLUDED IF AREA IS FINISH GRADED.
 - b. AREAS SLOPING LESS THAN 4:1 TILLED WITH A FARM IMPLEMENT SUCH AS A DISC, PLOW OR SPRING TOOTH THAT RESULTS IN COARSE SURFACE TEXTURE.
 - c. STRAW SPREAD AND TRACKED INTO THE SURFACE. TRACK PERPENDICULAR TO THE DIRECTION OF FLOW.
 - d. EROSION CONTROL BLANKETS - INCLUDING AN APPROVED GRASS SEED/FERTILIZER MIX IF AREA IS FINISH GRADED.
 - e. OTHER METHODS AS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
- ALL SLOPES 4:1 OR STEEPER SHALL BE CAT-TRACKED PERPENDICULAR TO THE DIRECTION OF FLOW PRIOR TO OCTOBER 1 - IN ADDITION TO ONE OF THE ACCEPTABLE EROSION CONTROL MEASURES SET FORTH IN NO. 5 ABOVE.
- SEED MIXTURES SHALL INCLUDE FERTILIZERS OF THE TYPE AND RATE OF APPLICATION AS RECOMMENDED BY GENERALLY ACCEPTED AREA PRACTICES.
- PRIOR TO OCTOBER 1 CONTINUOUS EROSION CONTROL BLANKETS PLUS STRAW BALES AND/OR ROCK CHECK DAMS @ 100 FOOT INTERVALS SHALL BE INSTALLED IN ALL AREAS HAVING A POTENTIAL FOR CONCENTRATED WATER FLOW (I.E. SWALES AND DRAINAGE CHANNELS).
- SEDIMENT PONDS INCLUDING CUTOFF / DIRECTIVE DITCHING, AS REQUIRED AND AS SHOWN ON THE PLANS SHALL BE IN PLACE AND OPERATIONAL PRIOR TO OCTOBER 1.
- SILT FENCING SHALL REMAIN AFTER THE COMPLETION OF CONSTRUCTION UNTIL SUFFICIENT VEGETATION IS ESTABLISHED TO PREVENT EROSION AND MOBILIZATION OF SEDIMENT, AND UNTIL APPROVAL FOR REMOVAL IS OBTAINED FROM THE CITY ENGINEER.
- PERIODIC MAINTENANCE OF EROSION CONTROL MEASURES IS REQUIRED UNTIL PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL AND SUFFICIENT VEGETATION IS ESTABLISHED. SUCH MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO: CLEANING OF CATCH BASINS AND STORM SEWER MANHOLES; MAINTAINING SILT FENCING AND STRAW BALE STRUCTURE; REMOVAL OF ACCUMULATED SOIL; AND STREET CLEANING. A TYPICAL SCHEDULE FOR SUCH MAINTENANCE WOULD BE AT LEAST ONCE PER MONTH AND AFTER ALL SIGNIFICANT STORM EVENTS.

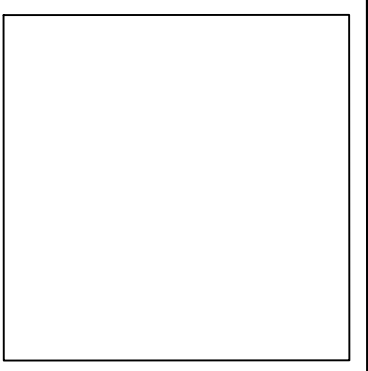
UPON ESTABLISHMENT OF SUFFICIENT VEGETATION AND PERMANENT DRAINAGE FACILITIES OPERATION:

- REMOVE ALL EROSION CONTROL MEASURES UPON RECEIPT OF APPROVAL FOR SUCH REMOVAL FROM CITY ENGINEER. CLEAR STREETS AND SIDEWALKS OF ACCUMULATED SILT, MUD, AND DEBRIS.
- CONTINUED EROSION CONTROL IS THE PROPERTY OWNER'S RESPONSIBILITY AFTER EROSION CONTROL MEASURES ARE REMOVED, AND RECEIPT OF APPROVAL FROM THE CITY ENGINEER.

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WILDROSE COURT
EROSION CONTROL AND GRADING PLAN
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 892-4339

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Drafted by:	DC
Checked by:	SB
File Name:	GRADING.dwg
Tab:	OVERALL GRADING
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	12/22/2023

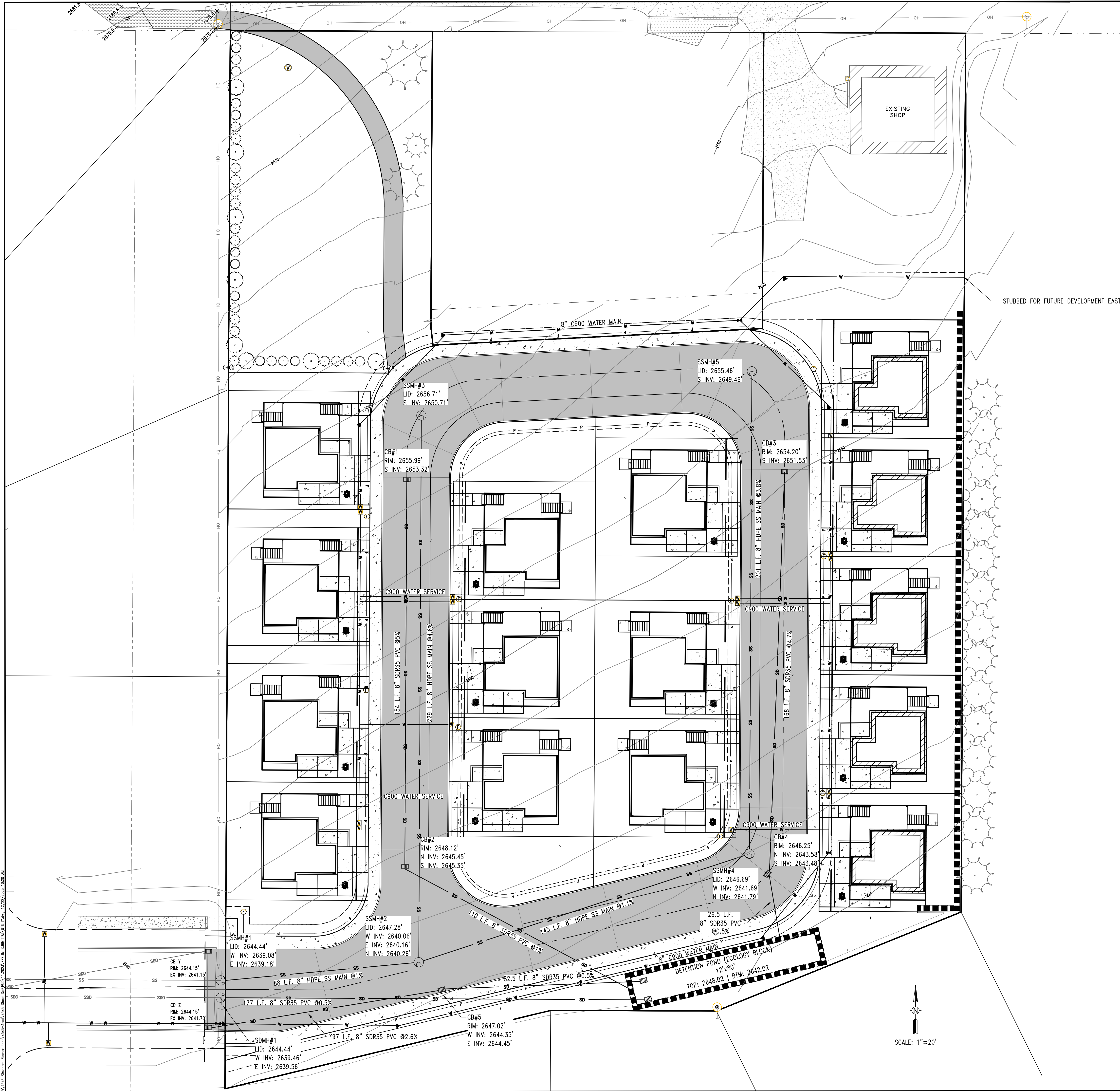
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LEGEND

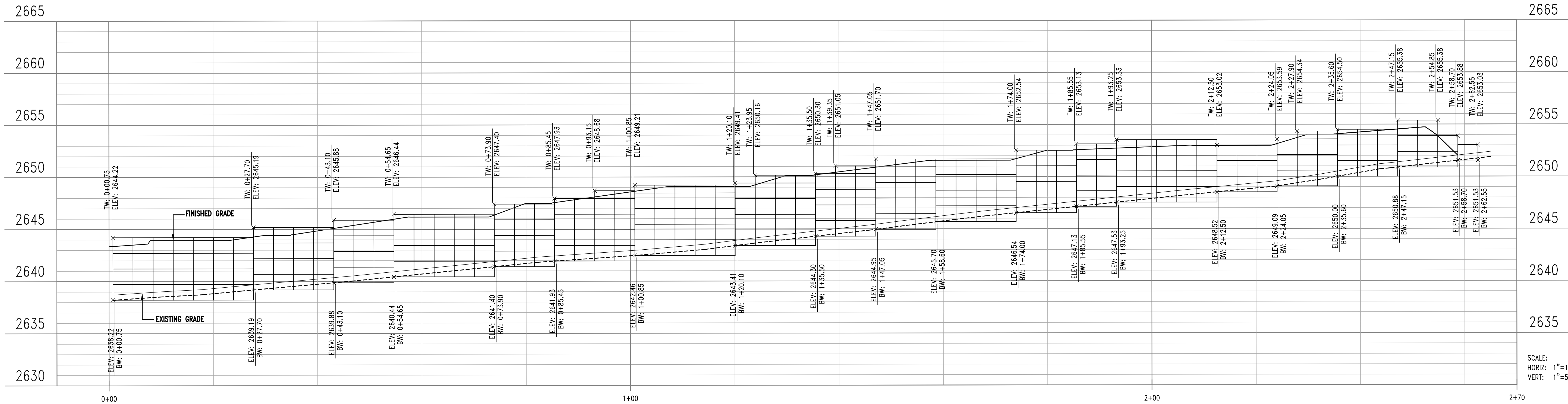
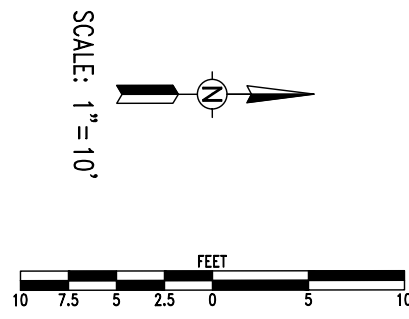
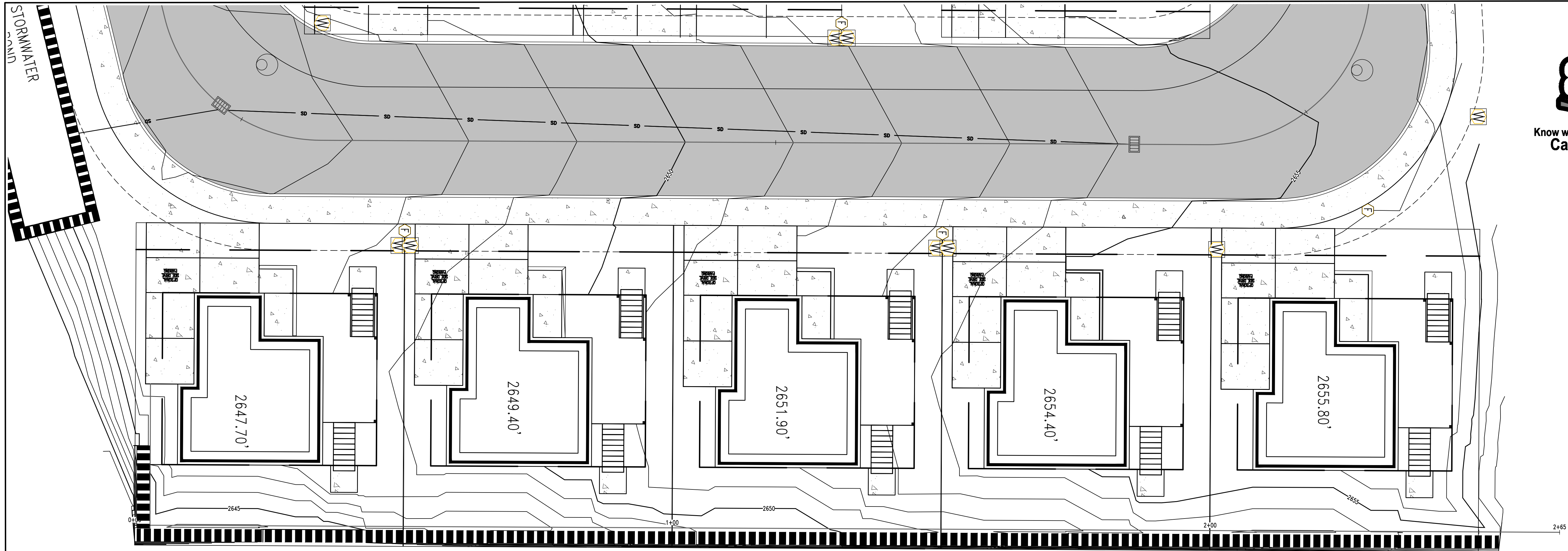
- | | |
|---|-------------------------------------|
| ③ | LOT NUMBER |
| ○ | MANHOLE |
| □ | CATCH BASIN |
| ○ | CLEAN OUT |
| ○ | LIGHT POLE |
| ○ | THRUST BLOCK |
| ○ | WATER VALVE |
| ○ | WATER METER |
| ○ | POWER METER |
| ○ | GAS METER |
| — | BOUNDARY LINE |
| — | BUILDING SETBACK |
| — | WATER LINE |
| — | SANITARY SEWER LINE |
| — | STORM DRAIN LINE |
| — | UNDERGROUND POWER LINE |
| — | UNDERGROUND TELECOMMUNICATIONS LINE |
| — | UNDERGROUND GAS LINE |

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UTILITY LAYOUT
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Tab:	UTILITY
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	12/22/2023

C3

\\0453-Struthers-Drawn-Look-4543-Red-4543.dwg, 4543-Draw-24-000-11-2023-000-WALL.dwg, 02/22/2023, 10:20 AM



PLAN AND PROFILE: STA 0+00 THRU STA 2+62.55

LEGEND

- | | |
|----|---|
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| | REDI-ROCK BLOCK |
| | REDI-ROCK BLOCK (9" TOP) |
| | STORM DRAIN LINE |
| | 6" MINIMUM BURY DEPTH LINE |
| | REDI-ROCK RETAINING WALL, SEE DETAIL C6 |

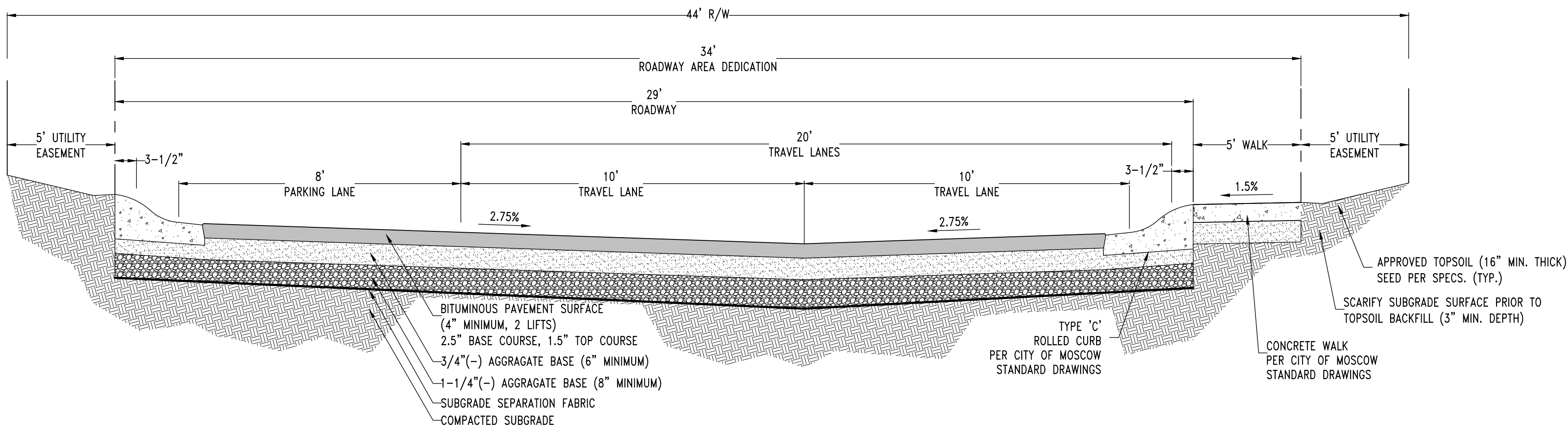
WILDROSE COURT
WALL PLAN AND PROFILE
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File Name:	4543_PUD_WALL.dwg
Tab:	EAST WALL
Layer Style:	STANDARD
Plot Style	PRIMARY.CTB
Project:	4543-06-22
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C4

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GENERAL NOTES

- ALL WORK TO BE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
- UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 811 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION MUST COMPLY WITH STATE OF IDAHO STANDARDS FOR DRINKING WATER SYSTEMS AND WITH THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY CRITERIA FOR SEWAGE WORKS DESIGN.
- THE OWNER IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL ORDINANCES, POLICIES AND LAWS. AN APPROVED EROSION CONTROL PLAN IS PROVIDED AS PART OF THESE CONSTRUCTION DRAWINGS.
- MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT WILL BE DETERMINED USING AASHTO T99 EXCEPT AS NOTED. IN PLACE DENSITY AND MOISTURE CONTENT SHALL BE DETERMINED BY ASTM D 2922 (NUCLEAR DENSOMETER).
- THE DEVELOPER'S ENGINEER TO FURNISH DESCRIPTIONS FOR ALL PUBLIC UTILITY EASEMENTS OUTSIDE THE BOUNDARY OF THE PLAT. THE CITY WILL PREPARE THE EASEMENT DOCUMENTS.

ROADWAY

- ALL BACKFILL AND SUBGRADE IN PUBLIC STREET SECTION SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY.
- SEE TYPICAL SECTION 1, 2, & 3 THIS SHEET. PLACE COMBINATION CURB AND GUTTER, (SEE DWG #6 CITY OF MOSCOW STANDARD DRAWINGS) ON ALL PUBLIC STREETS.
- ADJUST ALL MANHOLES AND WATER VALVE BOXES TO FINISHED GRADE PRIOR TO PAVING.
- ALL OFFSET DIMENSIONS ARE FROM INDICATED STATION LINES UNLESS OTHERWISE NOTED.
- STREET MONUMENTS SHALL BE SET BY ENGINEER IN CASINGS PROVIDED AND SET BY CONTRACTOR. ENGINEER SHALL MARK LOCATION OF CASINGS FOR CONTRACTOR.
- ALL CUT OR FILL SLOPES ON STREET RIGHTS-OF-WAY SHALL BE MULCHED TO PREVENT EROSION. SEE EROSION CONTROL PLAN, SHEET C2.
- ALL CURB RADI AT INTERSECTIONS TO BE 25 FEET, PER CITY STANDARD, UNLESS SPECIFICALLY NOTED OTHERWISE.

STORM & SANITARY SEWER

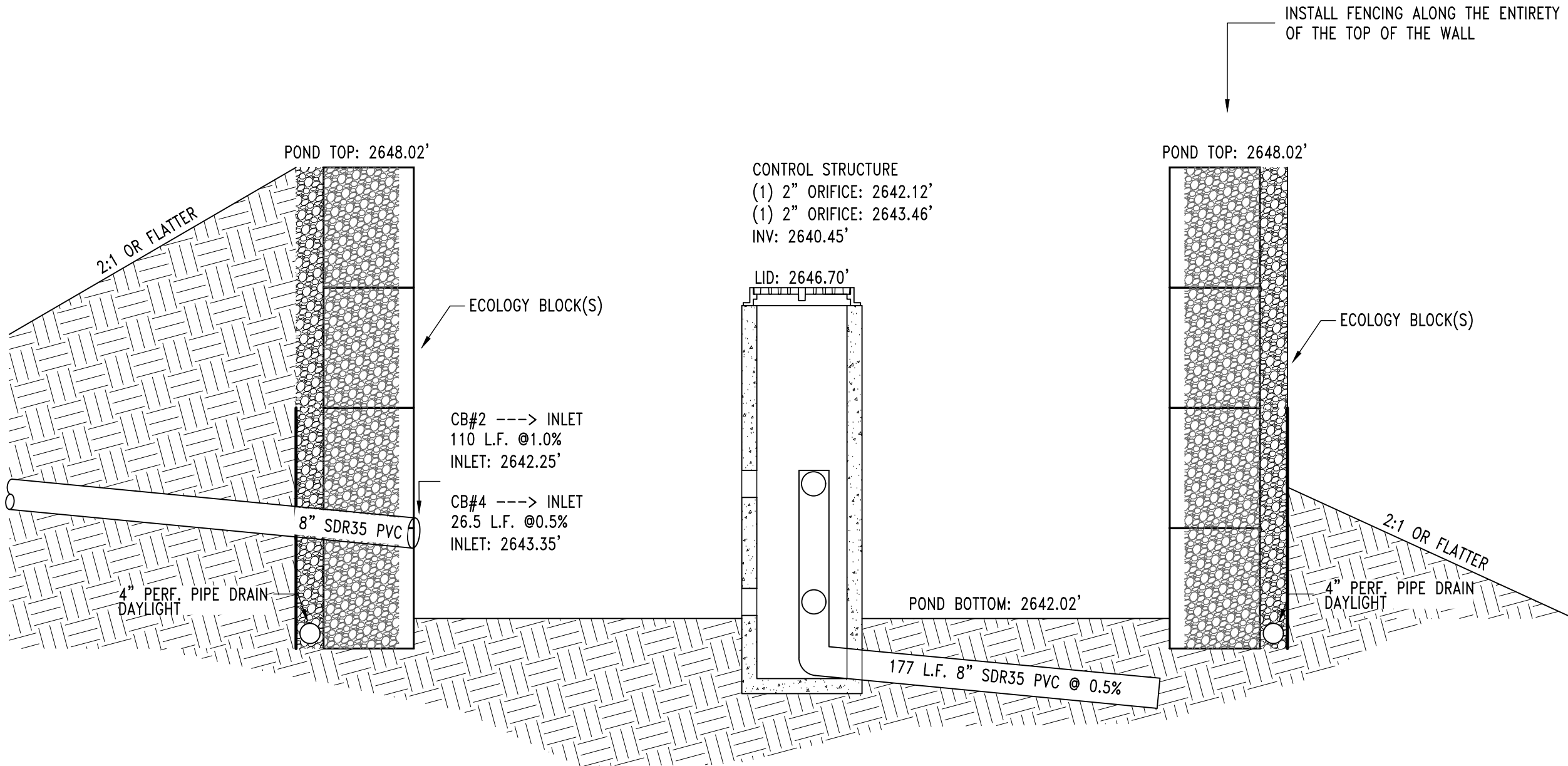
- THE CITY OF MOSCOW IS OPERATOR OF WATER AND SEWER FACILITIES SERVING THIS DEVELOPMENT.
- ALL TRENCH AND FOUNDATION EXCAVATIONS GREATER THAN FOUR FEET DEEP SHALL HAVE SLOPES OF 1.5:1 (HORIZONTAL TO VERTICAL) OR, BRACING OR SHORING SHALL BE PROVIDED IN ACCORDANCE WITH OSHA AND OTHER APPROPRIATE LOCAL CODES.
- ALL SATURATED, LOOSE, OR DISTURBED SOIL SHALL BE REMOVED FROM THE BOTTOM OF UTILITY TRENCHES PRIOR TO PLACEMENT OF PIPE BEDDING. PIPE BEDDING AND TRENCH BACKFILL SHALL BE PLACED IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
- SEWER STUBS SHALL BE INSTALLED AT A MINIMUM SLOPE OF 1/4" PER FOOT, AND CONNECTED TO MAINS USING MANUFACTURED WYES.
- SANITARY SEWER STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW AND CAPPED RISER TO 12" MINIMUM ABOVE FINISHED GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE GREEN (SDR 35) PVC. WRAP 'SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
- FOUNDATION DRAIN STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW & CAPPED RISER TO 12" MINIMUM ABOVE GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE WHITE PVC. WRAP 'STORM SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
- ALL STORM AND SANITARY SEWER LINES SHALL HAVE 2.0' MINIMUM COVER.
- USE ECCENTRIC CONES EXCEPT WHEN SPECIFICALLY APPROVED BY THE ENGINEER. PLACE THE CONE ENTRY HOLE ABOVE THE OUTLET PIPE. FLAT TOPS ARE NOT ALLOWED WITHOUT APPROVAL OF THE ENGINEER.
- SANITARY SEWER PIPE (SS): ALL SS PIPE TO BE SDR 35, PVC (GREEN), UNLESS OTHERWISE NOTED.
- STORM SEWER PIPE (SD): ALL SD PIPE TO BE SDR 35, PVC (WHITE), UNLESS OTHERWISE NOTED.

WATER

- WATER SERVICES SHALL BE DUG AND INSTALLED BY CONTRACTOR AT OWNER'S EXPENSE. CITY CREW WILL MAKE TAP TO MAIN. ALL WATER SERVICE MATERIALS FURNISHED BY CITY.
- ALL WATER SERVICES SHALL BE INSPECTED BY THE CITY PRIOR TO BACKFILLING TRENCHES.
- INSTALL "LOCATE" TAPE 18" ABOVE PIPE AND #10 LOCATE WIRE DIRECTLY ABOVE PIPE IN PVC WATER LINE TRENCH. REFER TO DETAIL, THIS SHEET.
- HYDROSTATIC TESTING AND DISINFECTION OF WATER MAINS SHALL BE DONE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS. THE CONTRACTOR SHALL REQUEST PIPE TESTING AT LEAST 48 HOURS IN ADVANCE OF THE TIME ACTUAL TESTS SHALL BE PERFORMED.
- BACK FLOW DEVICES SHALL BE PROVIDED PER CITY CODES AND POLICIES.
- FIRE HYDRANTS SHALL BE PLACED WITH THE STEAMER PORT FACING THE STREET OR DRIVEWAY AS APPROPRIATE AND SHALL BE MAINTAINED CLEAR AND ACCESSIBLE FOR FIRE PROTECTION DURING CONSTRUCTION. NO OBSTRUCTIONS SHALL BE PLACED WITHIN THREE FEET OF THE FIRE HYDRANT.
- WATER PIPE: ALL WATER MAINS TO BE C 900 CLASS 150 PVC, UNLESS OTHERWISE NOTED.

SEPARATION OF WATER AND SEWER

- WATER AND SEWER (SANITARY OR STORM) MAINS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE NO LESS THAN TEN (10) FEET. IN ANY INSTANCE WHERE SUCH SEPARATION IS NOT ACHIEVABLE, THE FOLLOWING STANDARDS SHALL BE MET:
 - THE WATER AND SEWER MAINS SHALL BE SEPARATED BY AT LEAST SIX (6) HORIZONTAL FEET MEASURED BETWEEN THE OUTSIDE WALLS OF THE PIPES, AND THE SEWER MAIN SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS AT ALL SUCH POINTS; AND
 - THE WATER MAIN SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE SEWER MAIN.
- THE REQUIREMENTS FOR THE VERTICAL SEPARATION OF WATER AND SEWER MAINS ARE AS FOLLOWS:
 - AT ANY POINT WHERE THE SEWER AND WATER MAINS CROSS, THEY SHALL BE SEPARATED BY A VERTICAL DISTANCE OF NO LESS THAN EIGHTEEN (18) INCHES.
 - AT ANY POINT WHERE THE SEWER MAIN CROSSES ABOVE THE WATER MAIN THE SEWER MAIN SHALL BE SUPPORTED TO MAINTAIN LINE & GRADE.
 - AT ANY POINT WHERE THE SEWER AND WATER MAIN CROSS, THE CROSSING SHALL BE ARRANGED SO THAT THE WATER MAIN JOINTS WILL BE EQUAL DISTANCE AND AS FAR AS POSSIBLE FROM THE SEWER MAIN JOINTS.
 - IF THE WATER MAIN IS BELOW THE SEWER MAIN, THE SEWER MAIN SHALL BE CONSTRUCTED OF MATERIALS CONFORMING TO WATER MAIN STANDARDS AND PRESSURE TESTED TO 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING IF THE EIGHTEEN (18) INCH VERTICAL SEPARATION CANNOT BE MAINTAINED.
 - IN LIEU OF CONSTRUCTING (OR RECONSTRUCTING) A NON-POTABLE WATER MAIN DUE TO LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION FROM A POTABLE WATER MAIN, EITHER THE NON-POTABLE MAIN OR THE POTABLE WATER MAIN MAY BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO DEQ FOR A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING.



PUD ROADWAY

1
C5

STORMWATER DETENTION POND

2
C5

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WILDROSE COURT
GENERAL NOTES AND DETAILS
RON STRUTHERS
FLOWER LANE
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C5



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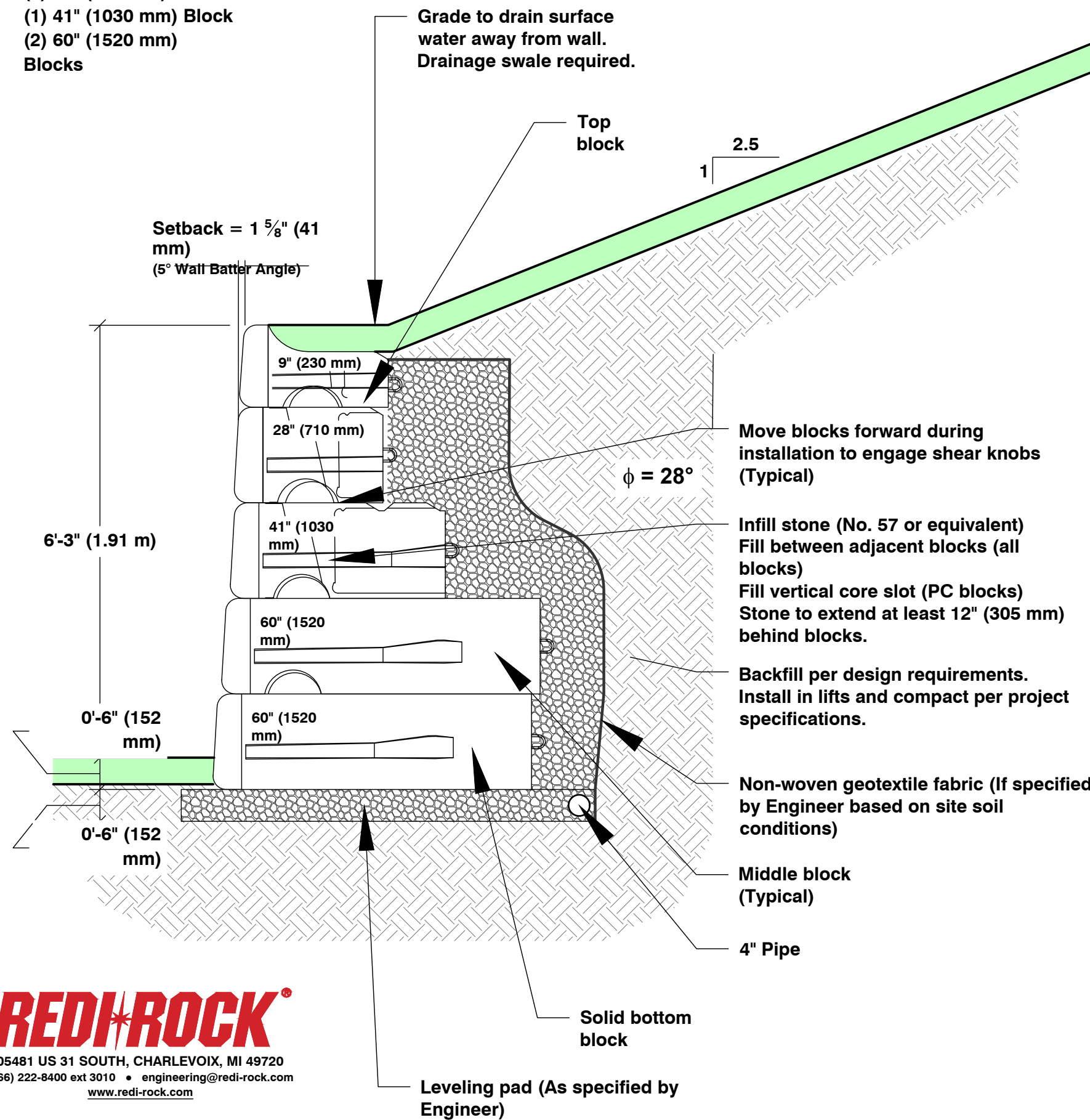
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Tab:	WALL DETAIL
Layer Style:	STANDARD
Plot Style:	PRIMARY.ctb
Project:	4543-06-22
Date:	12/22/2023

C6

5 BLOCK HIGH SECTION

- (1) 9" (230 mm) Block
(1) 28" (710 mm) Block
(1) 41" (1030 mm) Block
(2) 60" (1520 mm) Blocks

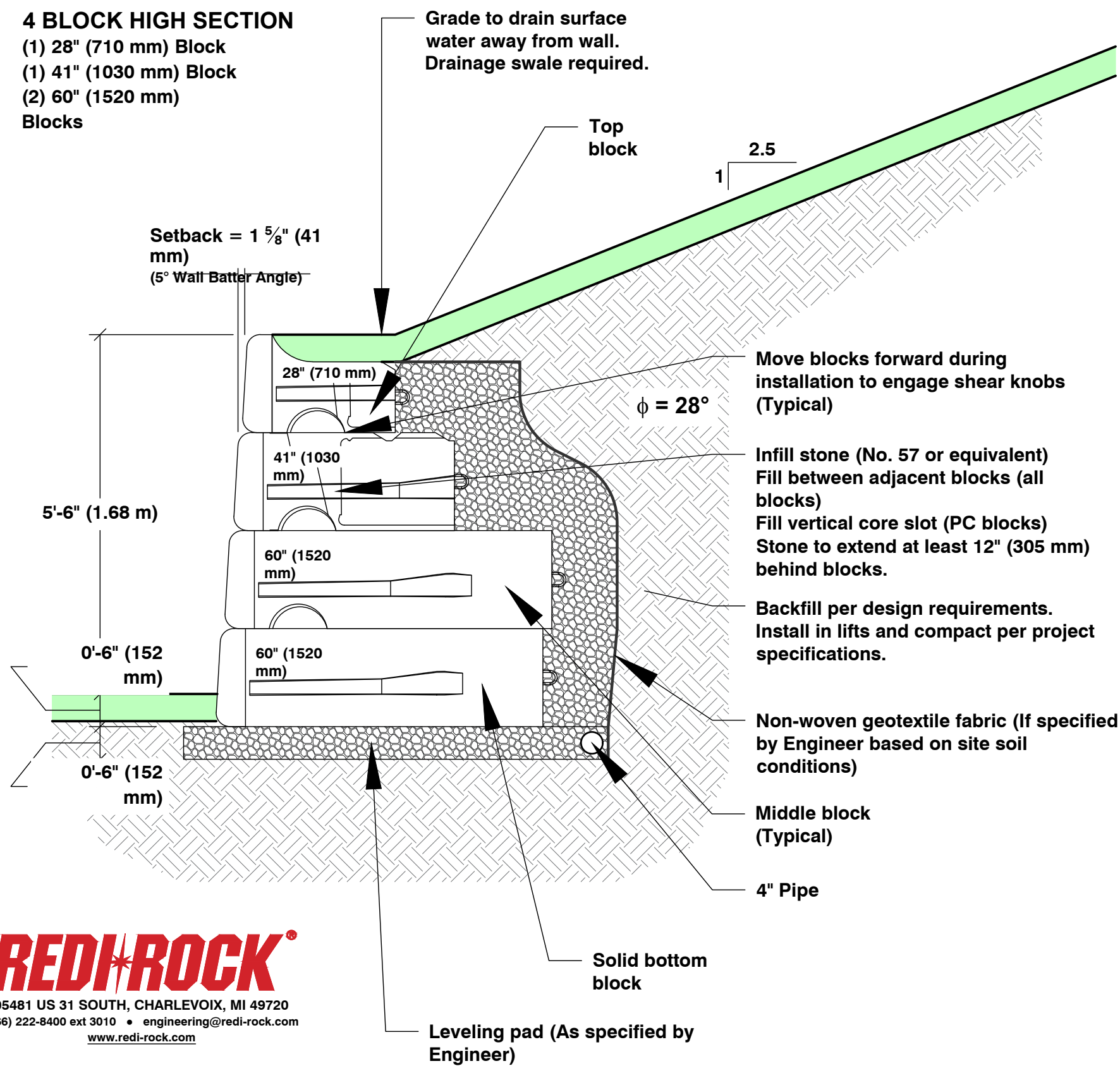


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REDI ROCK WALL: 5 BLOCK SECTION
NTS 1 C6

4 BLOCK HIGH SECTION

- (1) 28" (710 mm) Block
(1) 41" (1030 mm) Block
(2) 60" (1520 mm) Blocks

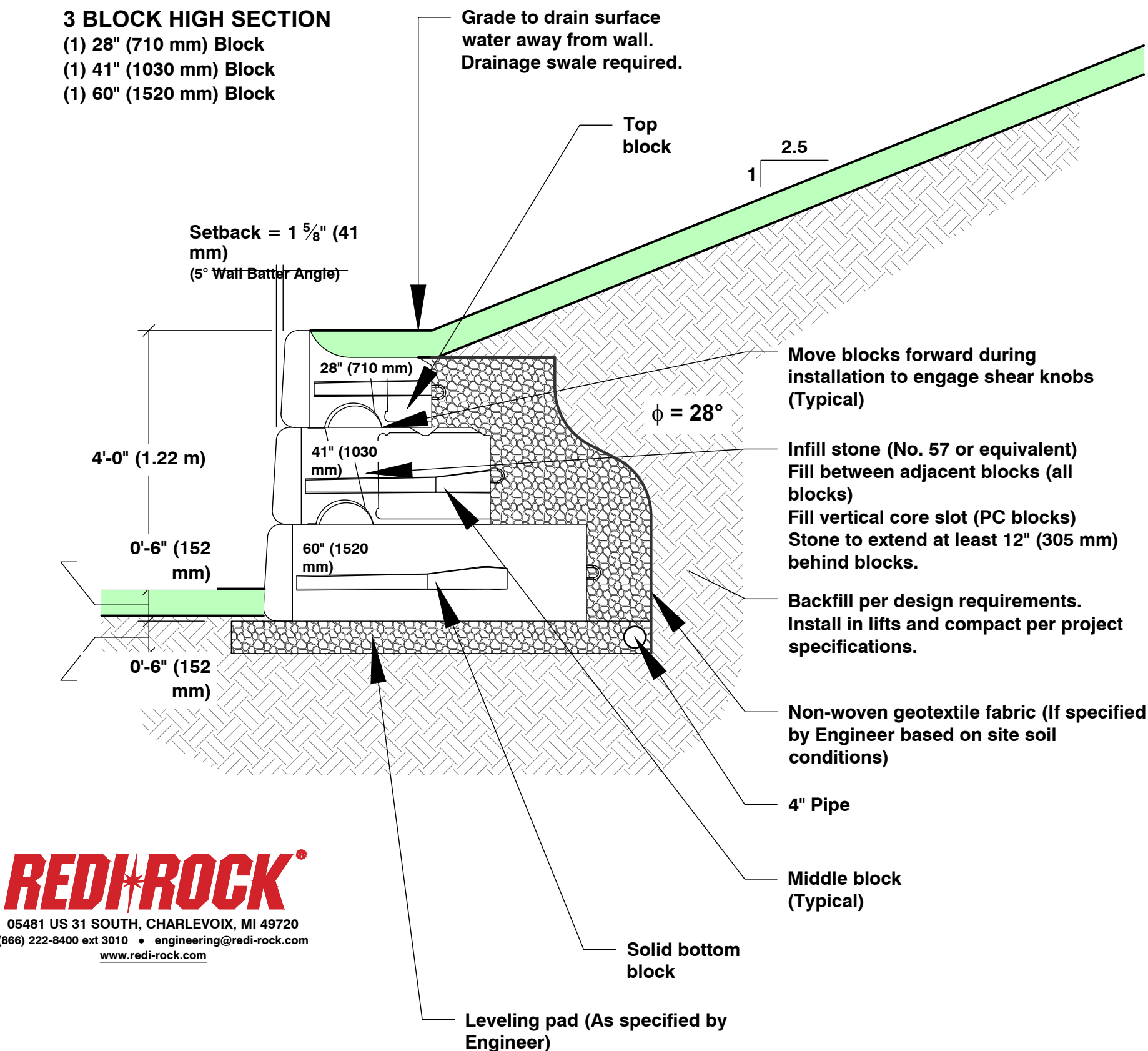


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REDI ROCK WALL: 4 BLOCK SECTION
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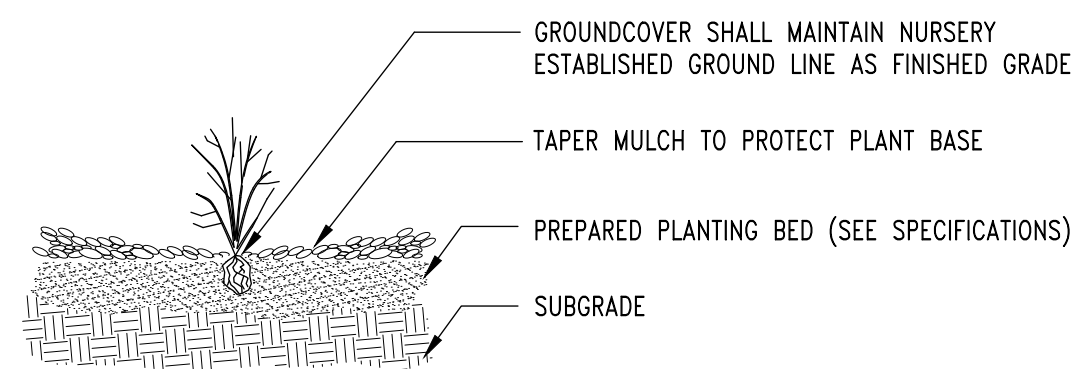
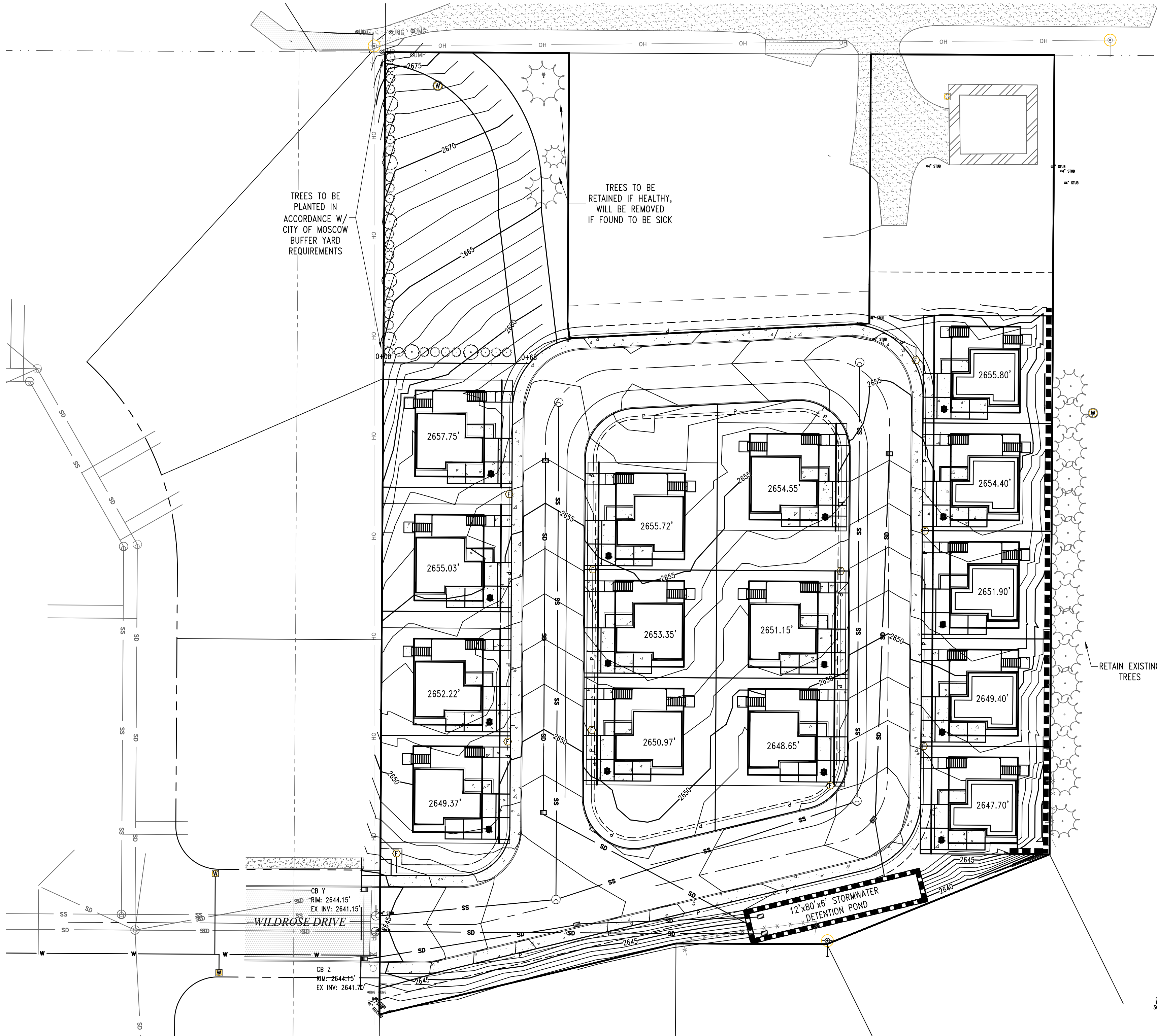
3 BLOCK HIGH SECTION

- (1) 28" (710 mm) Block
(1) 41" (1030 mm) Block
(1) 60" (1520 mm) Block

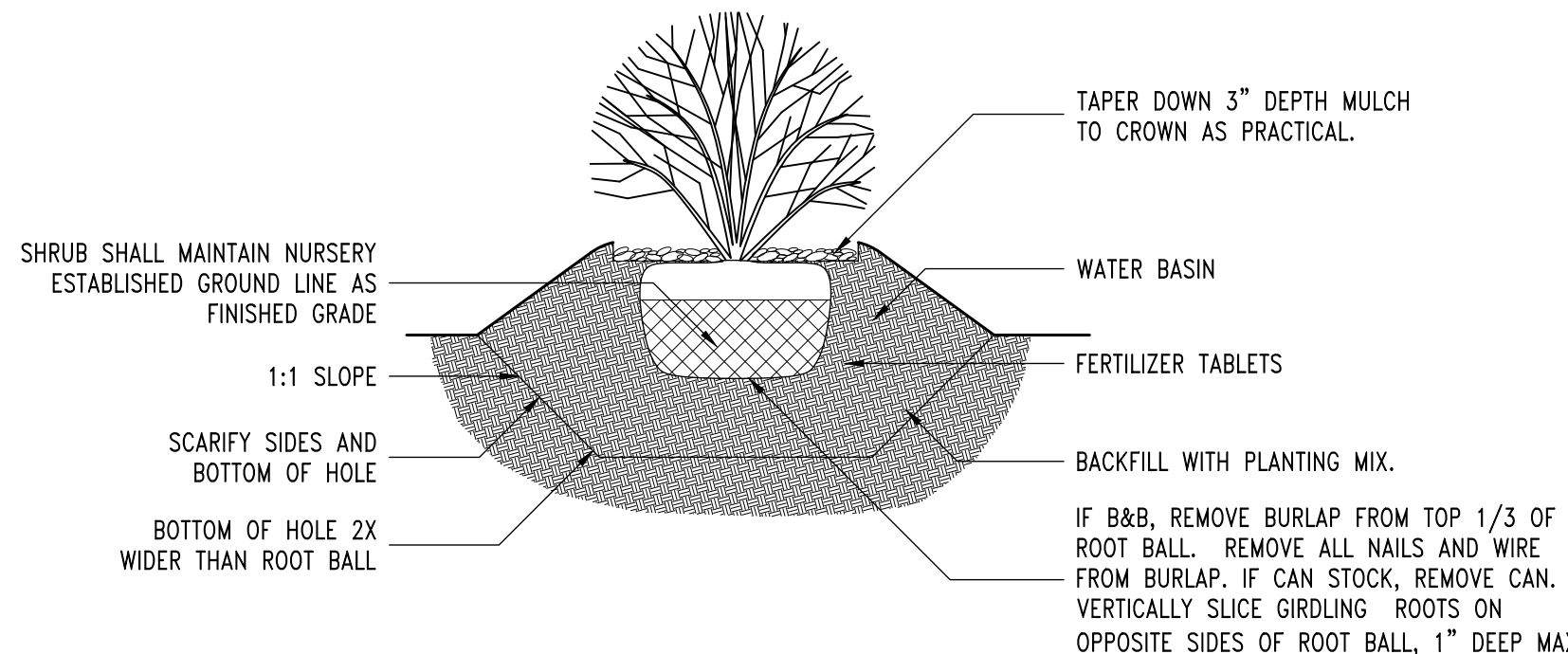


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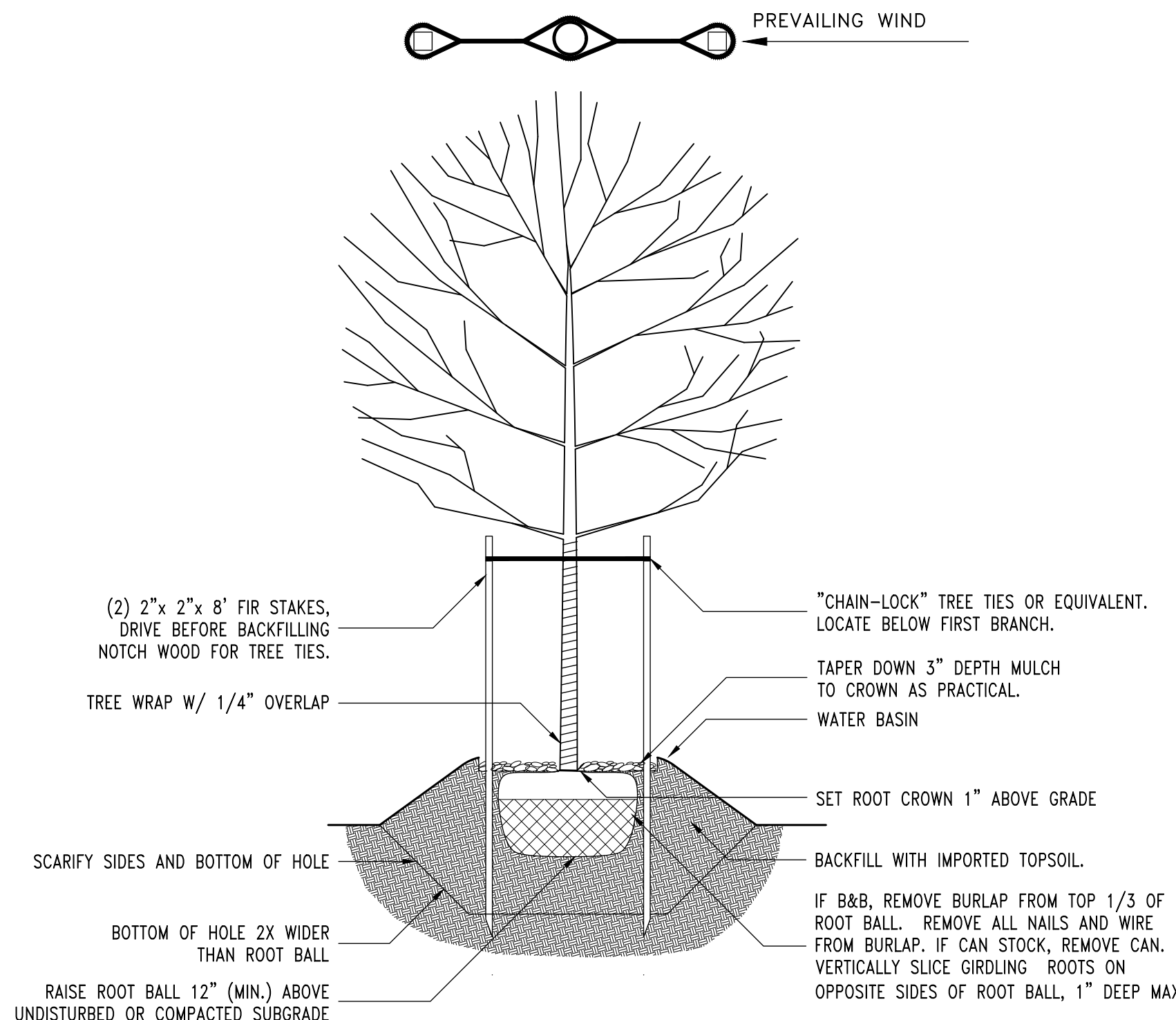
REDI ROCK WALL: 3 BLOCK SECTION
NTS 3 C6



GROUND COVER AND PERENIAL
PLANTING DETAIL



SHRUB AND VINE
PLANTING DETAIL



TREE
PLANTING DETAIL



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LANDSCAPING

PURPOSE:
THE PURPOSE OF THESE LANDSCAPING REQUIREMENTS IS TO PROMOTE THE GENERAL WELFARE OF THE PUBLIC BY: REDUCING NOISE LEVELS AND GLARE; FILTERING STORMWATER RUNOFF; REDUCING THE URBAN HEAT ISLAND EFFECT; FILTERING VEHICULAR EMISSIONS; STABILIZING SOILS TO HELP WITH EROSION AND FLOOD CONTROL; PROVIDING SHADE TO USERS OF THE PARKING LOTS; PROMOTING SAFETY BY DIRECTING TRAFFIC CIRCULATION; PROMOTING ATTRACTIVE OFF-STREET VEHICULAR PARKING AREAS IN THE CITY; AND PROTECTING AND IMPROVING THE APPEARANCE, CHARACTER AND VALUE OF THE SURROUNDING PROPERTIES AND NEIGHBORHOODS. THIS OBJECTIVE IS TO BE ACCOMPLISHED BY PROVIDING EXTERNAL LANDSCAPE BUFFERS BETWEEN PARKING AREAS AND ADJOINING LAND USES AND BY PROVIDING LANDSCAPE ISLANDS IN THE INTERIOR OF PARKING LOTS. NATIVE PLANTINGS AND XERISCAPING ARE ENCOURAGED FOR WATER SAVINGS, REDUCED MAINTENANCE, REDUCTION IN FERTILIZERS AND PESTICIDES, INCREASED POLLINATION, AND A REDUCTION IN YARD WASTE.

APPLICATION:
LANDSCAPING IS REQUIRED AS HEREIN DESCRIBED FOR ALL OFF-STREET PARKING LOTS CONTAINING FIVE (5) OR MORE PARKING SPACES.

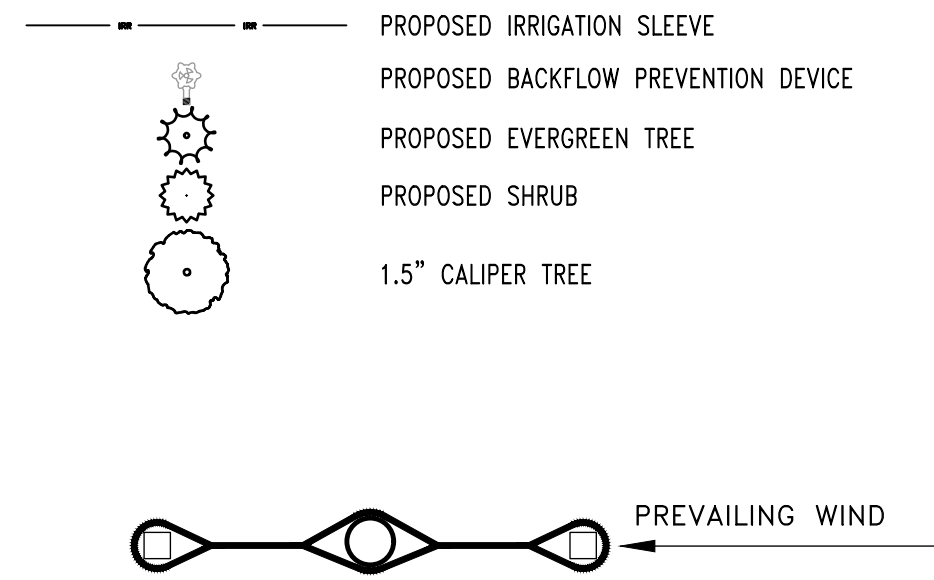
REQUIRED EXTERIOR LANDSCAPING:
LANDSCAPING SHALL BE PROVIDED BETWEEN OFF STREET PARKING LOTS AND ABUTTING PUBLIC RIGHTS-OF-WAY AND ADJACENT PROPERTIES. THE BUFFER STRIP IN WHICH THE LANDSCAPING IS PROVIDED SHALL BE A MINIMUM OF THREE FEET (3') IN WIDTH AND SHALL CONTAIN:
i. ONE (1) TREE OF ONE AND ONE HALF INCH (1.5") CALIPER EVERY FORTY (40) LINEAL FEET.
ii. ONE (1) SHRUB OF AT LEAST ONE (1) GALLON IN SIZE FOR PERENNIAL AND AT LEAST TWO (2) GALLONS IN SIZE FOR DECIDUOUS OR EVERGREEN, EVERY SIX FEET (6'). SUCH SHRUBS, UPON MATURITY, SHALL PROVIDE VISUAL RELIEF OF A MINIMUM OF THREE FEET (3') IN HEIGHT AND FIFTY PERCENT (50%) SHALL BE EVERGREEN.
iii. CONSIDERATION SHALL BE GIVEN TO THE SELECTION OF TREES AND SHRUBS THAT AT MATURITY DO NOT PRESENT VEHICULAR SIGHT OBSTRUCTIONS AT DRIVEWAY/STREET INTERSECTIONS.

TYPE A LANDSCAPING:
REQUIRED WIDTH: 10' WITH IRRIGATION SYSTEM
REQUIRED PLANT UNITS PER 100'
- 2 CANOPY TREES
- 4 UNDERSTORY TREES
- 6 SHRUBS
*AT LEAST 4 OF THESE PLANTINGS SHALL BE EVERGREENS

RIGHT-OF-WAY GREEN STRIP PLANTING(S):
ALL TREE PLANTINGS WITHIN THE RIGHT-OF-WAY HAVE BEEN SELECTED AS MEDIUM SIZE CALIPER, GREENCOLUMNS MAPLE TO ADHERE WITH PROPER GREEN STRIP WIDTH, AND LOCATED TO PROPERLY OFFSET ANY EXISTING AND PROPOSED SIDEWALK/CURB/UTILITY FACILITIES.
-REFER TO "THE CITY OF MOSCOW ARBORICULTURAL SPECIFICATIONS AND STANDARDS GUIDE". TREE LOCATIONS AND SIZE SELECTION HAVE BEEN DONE IN ACCORDANCE WITH SAID SPECIFICATIONS AND STANDARDS.
-REFER TO "THE CITY OF MOSCOW STREET TREE SELECTION GUIDE" FOR FURTHER INFORMATION ON THE TREE SPECIES.

LANDSCAPE BUFFER:
-ONE (1) TREE OF ONE AND ONE-HALF INCH (1.5") CALIPER EVERY FORTY (40) LINEAL FEET
-ONE (1) SHRUB OF AT LEAST ONE (1) GALLON IN SIZE FOR PERENNIAL AND AT LEAST TWO (2) GALLONS IN SIZE FOR DECIDUOUS OR EVERGREEN, EVERY SIX FEET (6'). SUCH SHRUBS, UPON MATURITY, SHALL PROVIDE VISUAL RELIEF OF A MINIMUM OF THREE FEET (3') IN HEIGHT AND FIFTY PERCENT (50%) SHALL BE EVERGREEN.

LANDSCAPING LEGEND



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LANDSCAPE PLAN
RON STRUTHERS
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Tab:	LANDSCAPE DETAILS
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	2/21/2024

L1

Wildrose Court PUD – Base Density Bonuses

- Provision of Common Open Space (10% Total Area) – **5% BONUS**
 - *“Bonuses may be awarded for providing functional, common open space, which may be in the form of natural areas, floodplains, wetlands, stands of trees or other natural vegetation or riparian areas, playgrounds, active or passive recreational areas, internal pedestrian and/or bike paths and similar areas. Up to a **10% maximum bonus** may be awarded if at least 20% of the proposed PUD area is devoted for functional common open space, in excess of any open space required elsewhere in this Code.”*
 - Total Parcel Area: 110,407 ft²
 - Required Common Space: 22,081 ft² (20% Total Area)
 - Proposed Open Space: 10,885 ft² (10% Total Area)
 - Proposed Roadway Area: 29,316 ft² (27% Total Area)
 - Proposed Sidewalk Facilities within Common Space: 4,834 ft² (4% Total Area)
 - Proposed Stormwater Tract: 5,319 ft² (5% Total Area)

- Provision of Street, Pedestrian and Bicycle Path Connectivity – **10% BONUS**
 - *“Bonuses may be awarded for increasing pedestrian, bicycle and/or vehicular connectivity between the proposed development and existing and/or future neighborhoods. To be awarded the bonus, such connectivity shall be in excess of adopted city policy standards. Connectivity shall promote neighborhood connectivity without overwhelming any particular street, bicycle or pedestrian path, or neighborhood. Examples of such connectivity include reduced block length, provision of alleys, extremely limited cul-de-sac utilization, provision of pedestrian and or bicycle paths, and provision of traditional “grid pattern” street system. A **maximum 10% bonus** may be awarded under this category.”*
 - A pathway within the open space area at the northwest corner of the parcel, to be the required Parkland Dedication per City of Moscow zoning code, will provide pedestrian connectivity between the Wildrose Court PUD and Southgate 3rd Addition. At the west end of Flomer Lane, there is an existing pathway within Southgate 3rd Addition, which connects with Hampton Court. The pathway will provide pedestrian connectivity to the sidewalk facilities with Wildrose Court and allow for foot traffic to connect with the pedestrian facilities within the Southgate 3rd Addition plat. This will allow for increased pedestrian facility connection to the homes along Lundquist and Flomer Lane to the newly constructed Ridgeview subdivision. Currently, there are no facilities connecting the two, as the only roadway connection between these two sets of houses would be Highway 8.

- Landscaping Plan – **5% BONUS**
 - *“A **5% maximum bonus** may be awarded if the applicant provides a landscaping plan that is significantly in excess of the minimum landscaping otherwise required by the Zoning Code and that it would provide significantly greater benefit to the PUD side or the neighborhood.”*
- Maintenance of Existing Land Contours, Vegetation, or other Special Site Features – **10% BONUS**
 - *“Bonuses may be awarded for proposals which are considerate of and sensitive to the existence of significant amounts of slopes in excess of 20%, wetlands, drainages, ponds. Consideration shall be given to the minimization of excavations, fills, retaining walls, and removal of natural vegetative cover and other physical alterations to the site. Lands which already have been significantly graded or where natural vegetation has been removed with five years previous to the date of the PUD application are not eligible for this bonus. Bonuses will be awarded based on the amount of site disturbance including whether there is minimal slight disturbance; whether there is excavation other than for structural found foundations; whether streets follow contours of the land; amount of grading; and whether there is removal of natural vegetation. Up to a **10% bonus** may be awarded under this category.”*
- Wall Cavities Netted and Blown, Resulting in a R-23 Rating – **2% BONUS**
- Energy Star Rated Windows and HVAC System – **2% BONUS**
- Energy Star Efficient Appliances – **2% BONUS**
- Efficient Framing Methods – **2% BONUS**
- Onsite Recycling for Construction Materials – **2% BONUS**
- Locate HVAC System in Living Space Envelope (Not in Garage) – **2% BONUS**
- Use of Local Materials and/or Environmentally Preferred Products – **2% BONUS**











MARCH 21ST, 2024

TO: MIKE RAY, PLANNING MANAGER

FROM: TODD DRAGE, ENGINEERING TECHNICIAN

SUBJECT: WILDROSE COURT PRELIMINARY PLAT REVIEW

CC: JENNIFER FLEISCHMAN, ADMINISTRATIVE ASSISTANT & DEPUTY CITY CLERK

Upon reviewing the preliminary plat for the proposed Wildrose Court Addition, the Engineering Division has the following comments and recommendations:

Comments

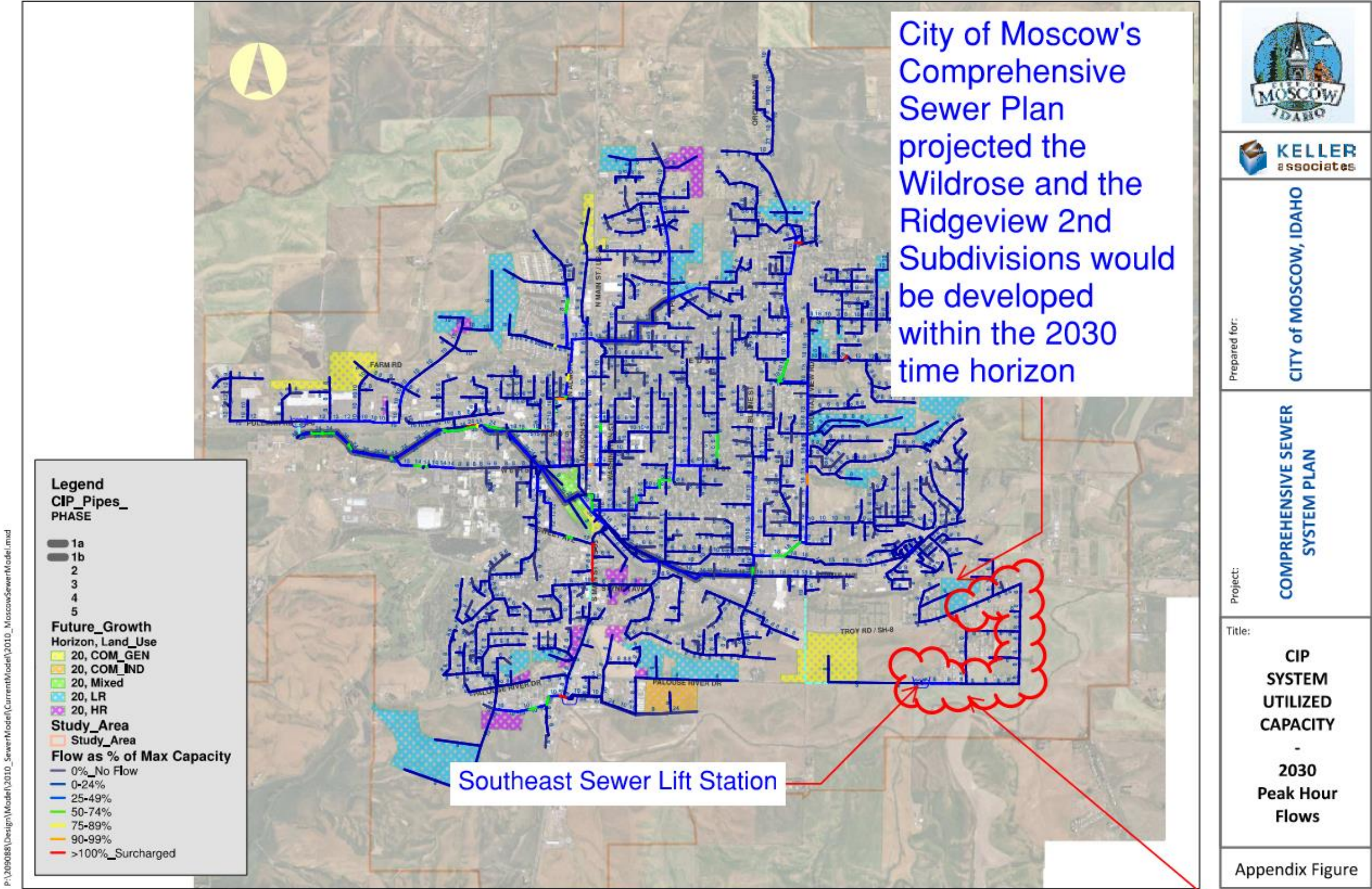
1. The City's Comprehensive Sewer Plan (Plan) specifies that the city can provide sanitary sewer service to this Addition. As shown below on the 2030 peak hour flow projection figure from the Plan, Sanitary sewer mains utilized by Wildrose Subdivision have plenty of capacity for the Addition. The main between the Southeast Sewer Lift Station and Carmichael Road is shown to have 50 to 75% pipe capacity remaining. The rest of the Southeast Sewer District piping is shown to have greater than 75% pipe capacity remaining. Additionally, the South East Sewer Lift Station was designed and constructed with capacity for the 2030 peak hour flow growth scenario and is shown to have plenty of capacity to serve the Addition.
2. With the annexation of this property, and the proposed connection to existing sewer mains stubbed to the property, the Addition will be located inside the South East Sewer District and will convey sewage through City facilities and South East Sewer District facilities. As a result, the addition and the properties contained within will be required to adhere to the terms and conditions of the Agreement for Sewage Collection, Conveyance, and Disposal Services between City and the Southeast Sewer District. A copy of this Agreement has been attached to this memo.
3. With the increased density proposed by this Addition, to support the Will Serve letter required by the Idaho Department of Environmental Quality (IDEQ) the City will need to have the Addition modeled to verify it can supply domestic pressures per IDEQ requirements and fire flow per International Fire Code requirements. This modeling is currently underway and will inform any deficiencies that will need to be accounted for in the Addition's design.

Recommendations

1. As this is a Planned Unit Development (PUD) please show the common lots as tracts. The common lots as currently designed include: the street, the stormwater parcel, and the three lots in the northwest corner that were created by the path tract. For the final plat, please dedicate the pathway tract, the other common tracts will need to be owned and maintained by the PUD.
2. Flomer Lane is currently shown as a 40' right-of-way (ROW), the City's local street standard requires 60' ROW. Please dedicate 10' along the northern property line of the northwest tract and Lot 6 to make up the required 30' half ROW for this local street.

3. The preliminary plat is showing 5' utility easement offset from the street frontage of each lot. As this will be a private road owned, plowed, and maintained by the PUD, the easement should extend from the public utility easement (PUE) on one side of the street to the PUE on the other side of the street per Note 9 on City Standard drawing No. 3.
4. Stormwater Detention Facility:
 - a. The applicant shall be required to conduct a detailed stormwater discharge analysis to include any mitigation actions necessary to ensure that the stormwater facility shall have no downstream adverse impacts subject to the approval of the City Engineer. As this is a planned unit development, the City will not be taking ownership of the stormwater infrastructure.
 - b. Please design stormwater facility with a completely redundant emergency overflow.
5. Utilities
 - a. To improve water quality within the Addition, City recommends evaluating looping of the water main from the Addition to the water main in the nearby Hampton Court, or, including an automatic watermain flusher as part of the civil design.
 - b. To improve water quality within the Addition the watermain shown terminating at Lot 13 should be extended south to connect with the watermain in Wildrose Court.
 - c. Wildrose Circle will be a private street, however, the City will assume ownership of sanitary sewer and water mains. As a result, please revise design so that the water mains and sanitary sewer main are located within the private street. For the final plat, please dedicate the sewer and water mains within the addition.
 - d. Please modify all utility easements to offset the easement width to 10' from the outside edge of all City mains.
 - e. Profiles of the sewer and storm lines have not been provided with this application. Once provided, if the current utility easement width (once adjusted to offset 10' from each sewer main) is determined to be too narrow for access and maintenance purposes, the applicant shall increase public utility easement widths to accommodate maintenance and access.
 - f. The revised utility sheet shows a water main being constructed adjacent to the Nash Parcel where there is an existing septic field. Applicant shall be required to obtain approval from the Idaho Department of Environmental Quality (IDEQ) for all water and sewer infrastructure proposed to be constructed within the new subdivision.

Figure 1: 2030 Sewer Main Capacity Analysis at a 2030 Peak Hour Flow Projection



Red clouding showing the sanitary sewer mains utilized by Wildrose Subdivision. The main between the Southeast Sewer Lift Station and Carmichael road is shown to have 50 to 75% pipe capacity remaining. The rest of the Southeast Sewer District piping is shown to have greater than 75% pipe capacity remaining.



City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

Date: March 5, 2024

Re: Parkland Dedication Requirements for the Proposed Wildrose Court Subdivision Preliminary Plat
- Revision #2

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

Based on the second revision of the preliminary plat, the net developable area is 63,549 square feet (sf) or 1.46 acres. The proposed R-2 Moderate Density, Single Family Residential Zoning has a requirement of 5% for parkland dedication, which requires 3,177 sf or 0.07 acres in parkland dedication.

The Moscow Pathways Commission considered the revised proposal on February 13, 2024 and recommended approval of the parkland dedication for a twenty (20) foot corridor for the construction of an eight (8) foot pathway for a total parkland dedication of 3,202 sf.

The Parks and Recreation Commission considered the Moscow Pathways Commission's recommendation and the revised proposal during their February 22, 2024 meeting. The Parks and Recreation Commission also recommended approval of the 3,202 sf pathway corridor and constructed eight (8) foot pathway as proposed.

The parkland dedication, as proposed, meets and slightly exceeds the parkland dedication requirements under Moscow City Code by twenty-five (25) square feet.

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

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

PLANNING & ZONING COMMISSION



Dennis Wilson
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday
March 27, 2024

7:00 PM

Council Chambers
206 E Third Street

Wilson called the meeting to order at 6:59 PM

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

REGULAR AGENDA

1. Approval of February 28, 2024 Minutes (ACTION ITEM)

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

2. Public Comment

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

None.

3. Public Hearing: Proposal for a Comprehensive Plan Land Use Designation, 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. LUP2024-0003 and LUP2014-0004 (ACTION ITEM)

- 1. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential.*
- 2. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zone.*
- 3. Proposed Preliminary Plat of a 22.93-acre area to create 40 lots ranging from 12,077 square feet to 27,491 square feet in size, referred to as Pine View Subdivision.*

Ray presented the Pine View Subdivision applications as described above, and recommended approval with eight conditions. The Comprehensive Plan and City Zoning Code does not set a maximum lot size, but provides general guidance on commonly observed densities within each land use designation. The entire plat is proposed to be annexed into the City and will not create any County islands.

Public Hearing opened at 7:14 PM

Scott Becker (applicant's representative), Moscow, offered to answer any questions from the Commissioners. There are no concerns about the number of conditions that the City has recommended.

Wilson submitted for the record one emailed letter from Clifford Todd, Moscow resident, who was concerned about the proposed plat for reasons outlined in the attachment.

Public Hearing closed at 7:17 PM

The Commissioners discussed the sizes of the proposed lots. The applicant has spoken with the tree farm owner, to the north of the property, about any concerns they may have. A proposed pedestrian pathway stubs directly to the property line of the tree farm. The tree farm has been there for 20+ years. There continued to be conversations about connectivity options for roads and pathways. The Commission talked about the possibility of only having a right-of-way easement in place right now, instead of having the physical pathway built. It was suggested that a sign could be placed at the end of the pathway to indicate private access only.

Gropp moved to recommend approval of the Comp Plan Designation with no conditions, as recommended by Staff. The motion was seconded by Beebe. Roll Call Vote; Ayes: Beebe, Gropp, Reese, Scott, Seever, Wilson (6). Nays: None. Abstentions: Parish (1). Motion carried.

Scott moved to recommend approval of the Rezone with no conditions, as recommended by Staff. The motion was seconded by Seever. Roll Call Vote; Ayes: Beebe, Gropp, Reese, Scott, Seever, Wilson (6). Nays: None. Abstentions: Parish (1). Motion carried.

Seever moved to recommend approval of the Preliminary Plat with eight conditions, as recommended by Staff. The motion was seconded by Scott. Roll Call Vote; Ayes: Beebe, Gropp, Reese, Scott, Seever, Wilson (6). Nays: None. Abstentions: Parish (1). Motion carried.

Reese moved to direct Staff to draft the Relevant Criteria and Standards for the Comp Plan Designation, Rezone, and Preliminary Plat, seconded by Scott. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, Planned Unit Development (PUD), and Preliminary Subdivision Plat for 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. LUP2024-0005, LUP2024-0006, and LUP2024-0007 (ACTION ITEM)

- 1. Retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential.*
- 2. Rezoning of the subject property from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.*
- 3. Proposed Preliminary Plat and Planned Unit Development (PUD) of the 2.53-acre area to create 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as Wildrose Court.*

Ray presented the Wildrose Court applications as described above, and recommended approval with six conditions. Most developers utilize xeriscaping for the requirements of a landscape plan. The proposed development would be part of the Southeast Sewer District. There is a residence at the north corner of the proposed plat that would not be required to have a 10-foot right-of-way easement along their property.

Public Hearing opened at 7:54 PM

Scott Becker (applicant's representative), Moscow, offered to answer questions from the Commissioners.

Ron Struthers (applicant), Moscow, talked about the history of developing the property and why they are now proposing a higher density subdivision.

Roy Derrick, Moscow, was concerned about the height about the proposed houses and how close they are to the property lines. They mentioned that parking will be an issue because of the density of the housing and the small driveways. They think that the lots are too small to accommodate the size of the proposed houses.

Korinna McCallie, Moscow, also did not agree with the proposed height of the houses and was concerned about the increase in traffic. They said that access onto Highway 8 is already a hazard and adding more cars will make it more difficult. They would prefer to see a style of houses that resemble the rest of the neighborhood.

Jeff Baker, Moscow, appreciates the proposed stormwater drainage and retention pond. Was also concerned about the small size of the lots with three-story houses.

Jennifer Snodgrass, Moscow, asked about the 10-foot right-of-way dedication along Flomer Lane, which provide access for future street improvements. They were concerned about an increase in traffic on Flomer Lane.

Anne Nielsen, Moscow, shared the previous concerns about the height of the three-story buildings, having smaller setbacks, and the proposed lack of parking.

Ken Bertapelle, Moscow, talked about the style of the proposed houses in contrast with the current neighborhood.

Scott Becker (applicant's representative), Moscow, mentioned that the proposed building heights are within code standards and are not part of the PUD request. The developers decided to have a daylight first-floor to bring the height down of the houses. By right, anyone in the neighboring subdivisions could build an identical house.

Public Hearing closed at 8:13 PM

City Code does not place restrictions regarding a residence blocking light or a view from neighboring houses, nor does it have any requirements to develop a lot in a PUD once it has been approved. There was a conversation about the City expanding into the County and in-fill next to other residential lots. The PUD density bonuses were addressed and the Commission talked about why they were put in the Code. The City of Moscow does not have design standards for residential development.

The Commission spoke with Dave Dail, applicant, about the design of the proposed homes and making the neighbors more content with the development. The PUD setbacks are marginally smaller than standard setback requirements.

Seever moved to recommend approval of the Comp Plan Designation with no conditions, as recommended by Staff. The motion was seconded by Parish. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to recommend approval of the Rezone with no conditions, as recommended by Staff. The motion was seconded by Gropp. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Scott moved to recommend approval of the Preliminary Planned Unit Development with one condition, as recommended by Staff. The motion was seconded by Seever. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Parish moved to recommend approval of the Preliminary Plat with five conditions, as recommended by Staff. The motion was seconded by Gropp. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to direct Staff to draft the Relevant Criteria and Standards for the Comp Plan Designation, Rezone, Preliminary Plat, and Preliminary PUD, seconded by Scott. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission meeting report.

None.

ANNOUNCEMENTS

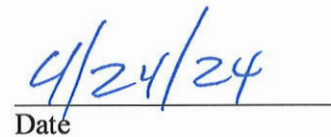
UPCOMING EVENTS/MEETINGS

The Planning & Zoning Commission regular meeting scheduled for April 10, 2024 is anticipated to be cancelled.

The next regular meeting will be held on April 24, 2024.

Wilson declared the meeting adjourned at 8:42 PM



Rich Beebe, Vice Chair

Date

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING THE REVIEW OF A TWO POINT FIVE THREE (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.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 27, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
6. Auto-Urban Residential (AU-R) 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.”

7. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
8. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
9. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
10. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a “U”. Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
11. Water and Sewer mains currently exist within the existing terminus of Wildrose Drive, and are of sufficient capacity to accommodate any proposed use the R-2 Zone would allow.
12. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on November 16, 2023 to discuss the proposed rezone.
13. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the Commission concludes that it is appropriate for the property to be designated as Auto-Urban Residential upon annexation into the City of Moscow.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed Comprehensive Plan amendment is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed designation for the subject property of Auto-Urban Residential is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan and are consistent with the surrounding properties, as well as the surrounding land use and development patterns.
2. **The proposed Comprehensive Plan amendment would provide for the logical and orderly location of land uses, community services and facilities.** The Commission finds that the existing designation of Auto-Urban Residential is logical and harmonious with the surrounding land uses and development, and is consistent with the land use designations entirely surrounding the subject property.
3. **The uses expected to occur as a result of the Comprehensive Plan amendment will be compatible with the surrounding area.** The zoning districts that are consistent with the Auto-

Urban Residential designation exist in the surrounding subdivisions. The adjacent properties are primarily single-family residential subdivisions.

4. **The size, type, and density of development expected to occur as a result of the Comprehensive Plan amendment will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed designation is suitable for the area and will not unduly burden the neighborhood of public infrastructure. The subject property has direct access, via Wildrose Drive and Flomer Lane, as well as sufficient and available public utility services to meet the needs of existing and future development.
5. **The proposed Comprehensive Plan amendment is deemed to be appropriate in consideration of changing conditions within the community that are not reflected within the current Comprehensive Plan (such as new development or re-development, land use patterns and/or trends, traffic patterns and/or volume, market demands, community vision and/or needs, capital improvements, or new or revised City plans).** The proposal is to retain the existing Comprehensive Plan land use designation.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential for the 2.53-acre property with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
24 day of April, 2024.


Rich Beebe, Vice Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF A TWO POINT FIVE THREE (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 FROM THE LOW DENSITY, SINGLE FAMILY RESIDENTIAL (R-1) ZONE TO THE MODERATE DENSITY, SINGLE FAMILY RESIDENTIAL (R-2) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 27, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
6. Auto-Urban Residential (AU-R) 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.”

7. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
8. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
9. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
10. The applicant is proposing to rezone the 2.53-acre parcel from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
11. According to the City of Moscow Zoning Code, 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.
12. 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. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
13. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a “U”. Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
14. Water and Sewer mains currently exist within the existing terminus of Wildrose Drive, and are of sufficient capacity to accommodate any proposed use the R-2 Zone would allow.
15. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on November 16, 2023 to discuss the proposed rezone.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed rezone is consistent with the proposed 2019 Comprehensive Plan Land Use Designations of Auto-Urban Residential.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed Moderate Density, Single Family Residential (R-2) Zone is consistent with the zoning designations to the west within Ridgeview Estates 2nd Addition Subdivision. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.
3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area. The adjacent properties within Ridgeview Estates 2nd Addition Subdivision are a combination of the Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3) Zoning Districts.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the area of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Wildrose Drive and Flomer Lane, which can adequately serve any proposed development allowed in the R-2 Zone. The subject property has sufficient and available public utility services to meet the needs of existing and future development.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the two point five three (2.53) acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

24 day of April, 2024.



Rich Beebe, Vice Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT FIVE THREE (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, KNOWN AS WILDROSE COURT ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 27, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
6. Auto-Urban Residential (AU-R) 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.”

7. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
8. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
9. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
10. The applicant is proposing to rezone the 2.53-acre parcel from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
11. According to the City of Moscow Zoning Code, 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.
12. 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. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
13. The applicant is proposing to subdivide the 2.53-acre area into 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as the Wildrose Court Subdivision.
14. 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.
15. The applicant is proposing a reduction in the minimum lot area and minimum lot width for the subdivision. Lot 6 which is adjacent to Flomer Lane is 10,666 in size and 85.21 feet in width, which is the only lot that meets the minimum lot size and width requirements of the R-2 Zone. The remainder of the lots range from 3,000 sq ft to 4,654 sq ft in size and 50 to approximately 58 feet in width. The minimum lot size for the R-2 Zone is 7,000 sq ft and the minimum lot width is 60 feet.
16. The setback requirements for the R-2 Zone are 20 feet in the front, 20 feet in the rear, and a minimum of 5 feet on the side. The applicant is proposing the setbacks of 13 feet in the front, 15 feet in the rear, and 5 feet on the side. The proposed average building height of the single-family

dwellings of approximately 28 feet is within the maximum height requirement of 35 feet for the R-2 Zone.

17. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a “U”. Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
18. The applicant is proposing a private street which loops through the development named Wildrose Circle. Wildrose Circle will meet the City’s private street standard and includes a 28-foot-wide roadway with curbing on both sides of the street and sidewalks and on-street parking on one side of the street.
19. Two of the proposed lots (one of which is the open space parcel) will have street frontage on Flomer Lane, which is a County road that is developed to an approximately 20-foot width and surfaced with gravel.
20. Water mains will be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The property is considered developable in the City’s Comprehensive Water System Plan dated January 2012.
21. Sanitary sewer is proposed to be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The subject property is within the Southeast Sewer District, which will require consent from the District to connect. The City’s Comprehensive Sewer Plan specifies that the city can provide sanitary sewer service to this Addition. As shown on the 2030 peak hour flow projection figure from the Plan, Sanitary sewer mains utilized by Wildrose Subdivision have more than adequate capacity for the proposed subdivision. The main between the Southeast Sewer Lift Station and Carmichael Road is shown to have 50 to 75% pipe capacity remaining. The remainder of the Southeast Sewer District piping is shown to have greater than 75% pipe capacity remaining. Additionally, the South East Sewer Lift Station was designed and constructed with capacity for the 2030 peak hour flow growth scenario and is shown to have more than adequate capacity to serve the Addition.
22. Storm sewer will be piped and directed to a stormwater detention pond located near the entrance to the subdivision. The detention facilities of the proposed development will need to meet Moscow’s Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate before entering the City’s storm system.
23. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. Based on the proposed preliminary plat, the net developable area is 63,549 sf or 1.46 acres. The proposed R-2 Zone has a requirement of 5% for parkland dedication, which requires 3,177 sf or 0.07 acres in parkland dedication. The Moscow Pathways Commission considered the proposal on February 13, 2024 and recommended approval of the parkland dedication for a twenty (20) foot corridor for the construction of an eight (8) foot pathway for a total parkland dedication of 3,202 sf. The Parks and Recreation Commission considered the Moscow Pathways Commission’s recommendation and the proposal during their February 22, 2024 meeting. The Parks and Recreation Commission also recommended approval of the 3,202 sf pathway corridor and constructed eight (8) foot pathway as proposed. The parkland dedication, as proposed, meets and slightly exceeds the parkland dedication requirements under Moscow City Code.
24. The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on November 16, 2023 to discuss the proposal.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed 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 Planned Unit Development chapter of the City Code. 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 proposed lots sizes and densities are consistent with the proposed 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 Wildrose Drive and Flomer Lane which are local neighborhood streets. Water and Sewer connections are readily available in the area and are proposed to be extended through the 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 Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the two-point five three (2.53) acre area of land generally located east of the current terminus of Wildrose Drive and south of Flomer Lane with the following conditions:

1. The proposed subdivision shall be analyzed in the City's water system model to verify that the current design will have adequate potable and fire flow requirements, and if there are deficiencies the applicant shall be responsible for the construction of the improvements needed to adequately serve the subdivision.
2. The applicant shall gain approval of the Southeast Sewer District to accept Sanitary Sewer Water in a form acceptable to both the City and the District.
3. The applicant shall dedicate 10 feet of right-of-way along the Flomer Lane frontage of the subject property in order to accommodate the construction of a local street per City Standards in the future in the event it becomes necessary to do so.
4. The applicant shall be required to conduct a detailed stormwater discharge analysis to include any mitigation actions necessary to ensure that the stormwater facility shall have no downstream adverse impacts subject to the approval of the City Engineer.

5. The applicant shall extend the water main currently terminating at Lot 13 to the south to connect with the water main within Wildrose Court to improve water quality and redundancy in the subdivision.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

24 day of April, 2024.



Rich Beebe, Vice Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT (PUD) OF A TWO POINT FIVE THREE (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, KNOWN AS WILDROSE COURT ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on March 27, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. Under Idaho Code, prior to the annexation of the property within the City, the Planning and Zoning Commission is required to review the subject property and provide the City Council with a recommendation regarding the appropriate future land use designation and zoning designation to be applied to the subject property upon annexation.
4. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
5. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
6. Auto-Urban Residential (AU-R) 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.”

7. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
8. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
9. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
10. The applicant is proposing to rezone the 2.53-acre parcel from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
11. According to the City of Moscow Zoning Code, 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.
12. 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. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
13. The applicant is proposing to subdivide the 2.53-acre area into 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as the Wildrose Court Subdivision.
14. 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.
15. The applicant has proposed that 15 of the lots would have a similar style of single-family home constructed on the property. The single-family home is a three-story design with the lower level partially daylighted on one side to follow the contours of the property. The home is a modern shed roof design which includes alternating horizontal and vertical fiber-cement lap siding. There are 3-4 floor plan options that are available which vary from floor to floor.
16. The applicant is proposing a reduction in the minimum lot area and minimum lot width for the subdivision. Lot 6 which is adjacent to Flomer Lane is 10,666 in size and 85.21 feet in width, which is the only lot that meets the minimum lot size and width requirements of the R-2 Zone. The remainder of the lots range from 3,000 sq ft to 4,654 sq ft in size and 50 to approximately 58 feet in width. The minimum lot size for the R-2 Zone is 7,000 sq ft and the minimum lot width is 60 feet.

17. The setback requirements for the R-2 Zone are 20 feet in the front, 20 feet in the rear, and a minimum of 5 feet on the side. The applicant is proposing the setbacks of 13 feet in the front, 15 feet in the rear, and 5 feet on the side. The proposed average building height of the single-family dwellings of approximately 28 feet is within the maximum height requirement of 35 feet for the R-2 Zone.
18. The minimum PUD base density of the R-2 Zone is 4.8 dwelling units per acre. The proposed PUD has a net developable area of 2.53 acres, which results in a base density of 12.16 dwelling units. Since the proposal exceeds the base density with 16 dwelling units, the applicant needs to achieve a 32% bonus density on the project. The PUD section allows for numerous ways of achieving bonus density and the applicant has chosen to focus on increases to the common open space of the development, provisions of pedestrian and bicycle path connectivity, maintenance of existing land contours, and also sustainable development practices.
19. Bonuses may be awarded for providing functional, common open space, which may be in the form of natural areas, floodplains, wetlands, stands of trees or other natural vegetation or riparian areas, playgrounds, active or passive recreational areas, internal pedestrian and/or bike paths and similar areas. Up to a 10% maximum bonus may be awarded if at least 20% of the proposed PUD area is devoted for functional common open space, in excess of any open space required elsewhere in the Code. The applicant has proposed to dedicate approximately 10% of the total area to open space, which the Commission has determined would warrant a 5% density bonus.
20. The applicant has also proposed to incorporate a number of energy conservation and green building materials within the development. Under the sustainable development section of density bonuses, a 15% increase may be awarded. The applicant has proposed to incorporate the following provisions:
 1. Wall Cavities Netted and Blown, Resulting in a R-23 Rating
 2. Energy Star Rated Windows and HVAC System
 3. Energy Star Efficient Appliances
 4. Efficient Framing Methods
 5. Onsite Recycling for Construction Materials
 6. Locate HVAC System in Living Space Envelope (Not in Garage)
 7. Use of Local Materials and/or Environmentally Preferred Products
21. Based upon the incorporation of the proposed sustainable development measures, the Commission has determined that a 12% density bonus is warranted.
22. Bonuses may be awarded for increasing pedestrian, bicycle and/or vehicular connectivity between the proposed development and existing and/or future neighborhoods. To be awarded the bonus, such connectivity shall be in excess of adopted City policy and standards. The applicant is proposing to connect the existing path within Southgate 2nd Addition to Wildrose Circle through the open space parcel. A maximum 10% bonus may be awarded under this category. The applicant has exceeded the parkland dedication requirement and chosen to develop the pathway instead of traditional parkland, so the Commission has determined that a 5% density bonus is warranted.
23. A 5% maximum bonus may be awarded if the applicant provides a landscaping plan that is significantly in excess of the minimum landscaping otherwise required by the Zoning Code and that it would provide significantly greater benefit to the PUD site or the neighborhood. The applicant has proposed a landscape plan that retains existing landscaping and exceeds the

landscaping requirements required by code. However, it is the Commission's determination that in order to achieve the full 5% density bonus, a landscape plan needs to be provided for each lot, as well as the entrance to the subdivision. Should this additional landscape plan be provided, it is the Commission's determination that a 5% density bonus is warranted.

24. A 10% bonus may be awarded for the maintenance of existing land contours, vegetation, or other special site features. Bonuses will be awarded based on the amount of site disturbance including whether there is minimal or slight disturbance; whether there is excavation other than for structural foundations; whether streets follow contours of the land; amount of grading; and whether there is removal of natural vegetation. It is the Commission's determination that the applicant has designed the site to minimize the amount of site disturbance and has designed the single-family dwellings to be daylighted on one side in order to preserve the contours of the site. There are no slopes greater than 20% on the site or other natural features, but it is the Commission's determination that the preservation of the existing site contours warrants a 5% density bonus.
25. The sum of the total density bonuses proposed totals 32%, which is the density bonus required to achieve 16 dwelling units on the property.
26. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a "U". Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
27. The applicant is proposing a private street which loops through the development named Wildrose Circle. Wildrose Circle will meet the City's private street standard and includes a 28-foot-wide roadway with curbing on both sides of the street and sidewalks and on-street parking on one side of the street.
28. Two of the proposed lots (one of which is the open space parcel) will have street frontage on Flomer Lane, which is a County road that is developed to an approximately 20-foot width and surfaced with gravel.
29. Water mains will be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012.
30. Sanitary sewer is proposed to be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The subject property is within the Southeast Sewer District, which will require consent from the District to connect. The City's Comprehensive Sewer Plan specifies that the city can provide sanitary sewer service to this Addition. As shown on the 2030 peak hour flow projection figure from the Plan, Sanitary sewer mains utilized by Wildrose Subdivision have more than adequate capacity for the proposed subdivision. The main between the Southeast Sewer Lift Station and Carmichael Road is shown to have 50 to 75% pipe capacity remaining. The remainder of the Southeast Sewer District piping is shown to have greater than 75% pipe capacity remaining. Additionally, the South East Sewer Lift Station was designed and constructed with capacity for the 2030 peak hour flow growth scenario and is shown to have more than adequate capacity to serve the Addition.
31. Storm sewer will be piped and directed to a stormwater detention pond located near the entrance to the subdivision. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate before entering the City's storm system.
32. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. Based on the proposed preliminary plat, the net developable area is 63,549 sf or 1.46 acres.

The proposed R-2 Zone has a requirement of 5% for parkland dedication, which requires 3,177 sf or 0.07 acres in parkland dedication. The Moscow Pathways Commission considered the proposal on February 13, 2024 and recommended approval of the parkland dedication for a twenty (20) foot corridor for the construction of an eight (8) foot pathway for a total parkland dedication of 3,202 sf. The Parks and Recreation Commission considered the Moscow Pathways Commission's recommendation and the proposal during their February 22, 2024 meeting. The Parks and Recreation Commission also recommended approval of the 3,202 sf pathway corridor and constructed eight (8) foot pathway as proposed. The parkland dedication, as proposed, meets and slightly exceeds the parkland dedication requirements under Moscow City Code.

33. The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on November 16, 2023 to discuss the proposal.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Auto-Urban Residential (AU-R) designation provides low- to moderate-density residential uses at densities between three to six units per acre. Therefore, the Commission finds that the proposed PUD is consistent with the Comprehensive Plan.
2. **The proposed PUD is consistent with the intents and purposes of this Chapter.** The proposed PUD meets the intent of the PUD chapter to permit and encourage innovative, economical, and attractive development; which includes land uses which harmonize with natural features and constraints; which promotes efficient, innovative, economical, attractive, and environmentally sensitive development; and which efficiently phases and locates public and private services and facilities. The proposed PUD utilizes a natural hillside and an existing single-family dwelling within the design and is accessed by a private street which allows for less of an impact to the existing property.
3. **The proposed PUD is compatible with the character and uses in the surrounding area.** The PUD is consistent with the surrounding area which is primarily a mixture of residential developments. The proposed PUD provides smaller lot and house sizes, which provide a more affordable housing option within the surrounding area.
4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.** The Engineering Department has indicated that water, sanitary sewer, and storm sewer systems are readily available in the area. The subject property has been determined to be developable in the 2012 Comprehensive Water System Plan and the 2011 Comprehensive Sewer System Plan.
5. **The proposed PUD will not endanger the public health or safety.** There is no evidence that the proposed PUD would have an impact on the public health and safety. The proposed PUD will help serve the need of providing additional single-family homes to meet the needs of a diverse population.
6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.** The

proposed PUD has been designed to minimize the amount of site disturbance and the single-family dwellings have been designed to be daylighted on one side in order to preserve the contours of the site. The subject property is accessed by a private street which allows for less of an impact to the existing property.

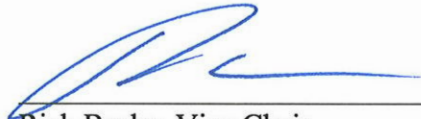
III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the Planned Unit Development (PUD) request for the 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane with the following condition:

1. In order to achieve the full 5% density bonus for landscaping, the applicant shall expand the landscape plan to include landscaping on individual lots and the entrance to the subdivision.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this

24 day of April, 2024.



Rich Beebe, Vice Chair
Planning and Zoning Commission

Michael Ray

From: Korinna McCallie <skorinna@hotmail.com>
Sent: Monday, April 29, 2024 11:34 AM
To: Laurie M. Hopkins
Cc: Michael Ray
Subject: Re: Submitting pictures for use at city council meeting on May 6

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Thank you! -Korinna McCallie
1412 Roxbury Dr.







Sent from my iPhone

On Apr 29, 2024, at 8:12 AM, Laurie M. Hopkins <lhopkins@ci.moscow.id.us> wrote:

Korinna,
Thank you for your email. If you reply all with the photos, we will include them in the Council packet that is published on Thursday.

Please let me know if you need anything futher.

Thank you,
Laurie

Laurie M. Hopkins, CMC
City Clerk
208-883-7015

<image001.jpg>

From: Korinna McCallie <skorinna@hotmail.com>
Sent: Sunday, April 28, 2024 3:31 PM
To: Laurie M. Hopkins <lhopkins@ci.moscow.id.us>
Subject: Submitting pictures for use at city council meeting on May 6

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Hello Ms. Hopkins,
My name is Korinna McCallie and I intend to speak briefly at the City Council meeting on May 6 about a proposed subdivision. I would like to have a few pictures that are presented at the meeting. Are you the one that I submit these to? It is only three pictures. Please let me know as soon as possible, since they apparently need to be submitted by tomorrow for inclusion in the meeting. Thank you.

Sincerely,
Korinna McCallie

ORDINANCE NO. 2024 -

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.

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

WHEREAS, the owner of a two point five three (2.53) acre parcel, Provvidenza, LLC, has requested to be annexed into the City of Moscow; and

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

WHEREAS, the Moscow Planning and Zoning Commission held a public hearing regarding this matter on March 27, 2024; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on May 6, 2024;

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

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

SECTION 2: LEGAL DESCRIPTION.

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

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 16; Thence along the north line thereof, S89°45'01"E, 1318.31 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, said point also being the northeast corner of Ridgeview Estates 2nd Addition, Instrument #577638, Latah County Records, and the Point of Beginning:

Thence continuing along said north line, S89°45'01"E, 85.31 feet to the northwest corner of a parcel of land described in Warranty Deed, Instrument #611335, Latah County Records;

Thence leaving said north line, along the west line of said parcel S00°19'45"W, 115.00 feet to the southwest corner thereof; Thence along the west line of a parcel of land, defined in Record of Survey, Instrument #579637, Latah County Records, S00°19'45"W, 10.00 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in said Record of Survey; Thence S06°42'42"E, 7.50 feet to a 1" diameter pipe; Thence N87°11'15"E, 139.31 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in Record of Survey, Instrument #579637; Thence N00°19'09"E, 2.39 feet to an existing steel pin, with no cap; Thence N00°19'09"E, 7.61 feet to the southeast corner of a parcel of land described in, Warranty Deed, Instrument #611335; Thence along the east line thereof, N00°19'09"E, 115.00 feet to the north line of said Northeast Quarter of the Southeast Quarter; Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records; Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597733, Latah County Records; Thence along the north line of said parcel of land, S68°02'08"W, 111.46 feet, to the northeast corner of a parcel of land described in, Warranty Deed, Instrument #594645, Latah County Records; Thence along the north line of said parcel of land, N89°45'08"W, 70.00 feet, to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597618, Latah County Records; Thence along the north line of said parcel of land, S76°32'07"W, 141.49 feet, to the west line of the Northeast Quarter of the Southeast Quarter, and the east boundary line of Ridgeview Estates 2nd Addition; Thence along said common line, N00°20'53"E, 446.72 feet to the Point of Beginning.

Parcel contains 2.53 acres, more or less.

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

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

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

PASSED on Motion by the Following Vote:

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

Julia Parker _____
Bryce Blankenship _____

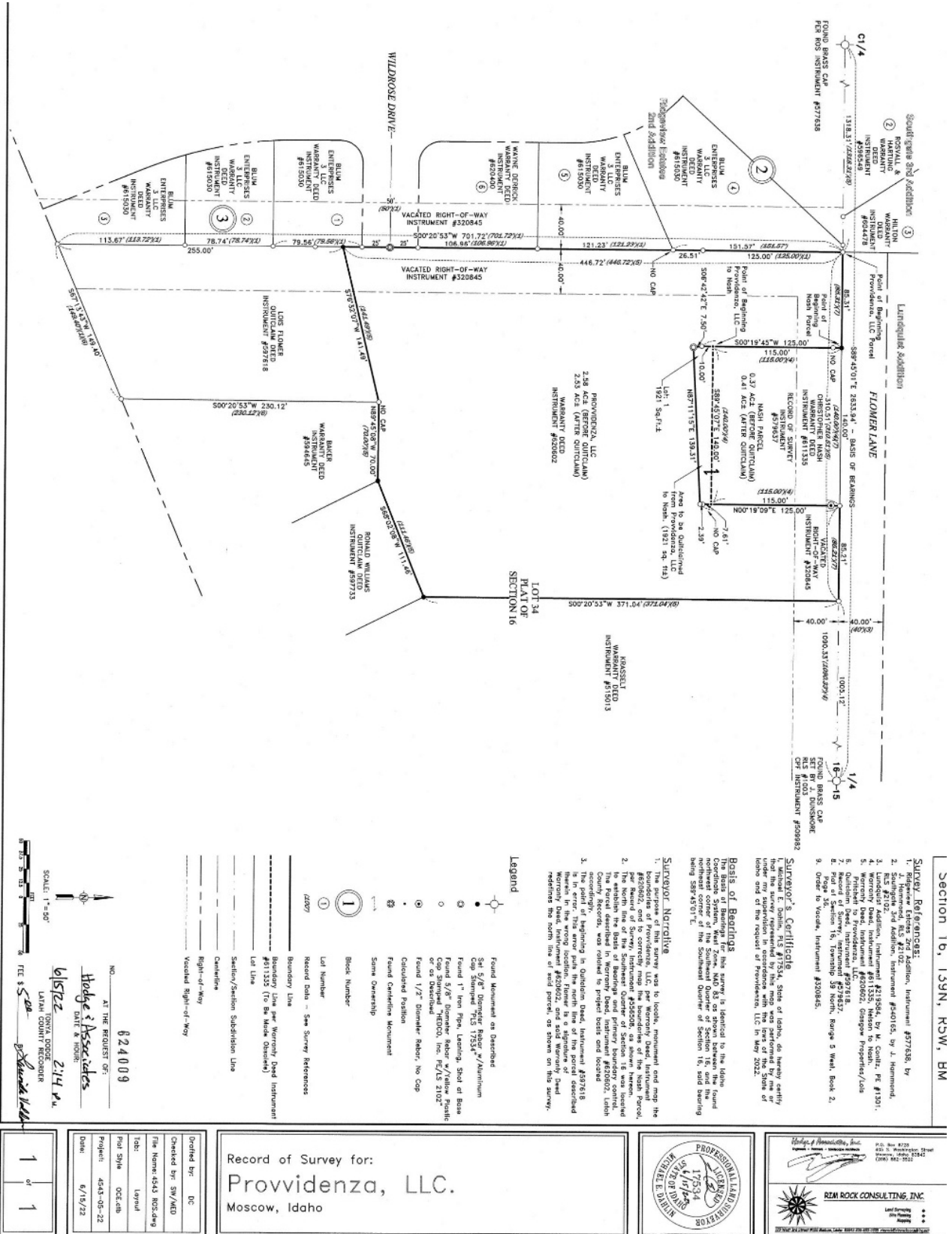
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of May, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

EXHIBIT "A"



RESOLUTION 2024 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE COMPREHENSIVE PLAN LAND USE DESIGNATION OF A TWO POINT FIVE THREE (2.53) ACRE PROPERTY ANNEXED INTO THE CITY OF MOSCOW, LEGALLY DESCRIBED IN SECTION 1 OF THIS RESOLUTION, AS AUTO-URBAN RESIDENTIAL; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, Provvidenza, LLC, the owner of a two point five three (2.53) acre parcel, generally shown on Exhibit “A” attached hereto and incorporated by this reference, has requested to be annexed into the City of Moscow; and

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

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

WHEREAS, the Planning and Zoning Commission, after conducting a duly noticed public hearing on March 27, 2024, recommended that the Comprehensive Plan Land Use Designation of the subject property be Auto-Urban Residential upon annexation into the City of Moscow; and

WHEREAS, the Moscow City Council conducted a public hearing on May 6, 2024, and passed a motion to approve the designation of the subject property as Auto-Urban Residential upon annexation;

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

SECTION 1: That the Comprehensive Plan Land Use Designation of the two point five three (2.53) acre property legally described below, be designated as Auto-Urban Residential upon annexation into the City of Moscow, Idaho.

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 16; Thence along the north line thereof, S89°45'01"E, 1318.31 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, said point also being the northeast corner of Ridgeview Estates 2nd Addition, Instrument #577638, Latah County Records, and the Point of Beginning:

Thence continuing along said north line, S89°45'01"E, 85.31 feet to the northwest corner of a parcel of land described in Warranty Deed, Instrument #611335, Latah County Records; Thence leaving said north line, along the west line of said parcel S00°19'45"W, 115.00 feet to the southwest corner thereof; Thence along the west line of a parcel of land, defined in Record of Survey, Instrument #579637, Latah County Records, S00°19'45"W, 10.00 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in said Record of Survey; Thence S06°42'42"E, 7.50 feet to a 1" diameter pipe; Thence N87°11'15"E, 139.31 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in Record of Survey, Instrument #579637; Thence N00°19'09"E, 2.39 feet to an existing steel pin, with no cap; Thence N00°19'09"E, 7.61 feet to the southeast corner of a parcel of land described in, Warranty Deed, Instrument #611335; Thence along the east line thereof, N00°19'09"E, 115.00 feet to the north line of said Northeast Quarter of the Southeast Quarter; Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records; Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597733, Latah County Records; Thence along the north line of said parcel of land, S68°02'08"W, 111.46 feet, to the northeast corner of a parcel of land described in, Warranty Deed, Instrument #594645, Latah County Records; Thence along the north line of said parcel of land, N89°45'08"W, 70.00 feet, to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597618, Latah County Records; Thence along the north line of said parcel of land, S76°32'07"W, 141.49 feet, to the west line of the Northeast Quarter of the Southeast Quarter, and the east boundary line of Ridgeview Estates 2nd Addition; Thence along said common line, N00°20'53"E, 446.72 feet to the Point of Beginning.

Parcel contains 2.53 acres, more or less.

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

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

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
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 this ____ day of May, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

[illegible]

ORDINANCE NO. 2024 -

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.

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

WHEREAS, the land described in Section 2 of this Ordinance is currently zoned Low Density, Single Family Residential (R-1); and

WHEREAS, the proposed change is to adopt the Moderate Density, Single Family Residential (R-2) designation; and

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

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

WHEREAS, on March 27, 2024, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property R-2; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on May 6, 2024;

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

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

SECTION 2: LEGAL DESCRIPTION.

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

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 16; Thence along the north line thereof, S89°45'01"E, 1318.31 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, said point also being the northeast corner of Ridgeview Estates 2nd Addition, Instrument #577638, Latah County Records, and the Point of Beginning:

Thence continuing along said north line, S89°45'01"E, 85.31 feet to the northwest corner of a parcel of land described in Warranty Deed, Instrument #611335, Latah County Records; Thence leaving said north line, along the west line of said parcel S00°19'45"W, 115.00 feet to the southwest corner thereof; Thence along the west line of a parcel of land, defined in Record of Survey, Instrument #579637, Latah County Records, S00°19'45"W, 10.00 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in said Record of Survey; Thence S06°42'42"E, 7.50 feet to a 1" diameter pipe; Thence N87°11'15"E, 139.31 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in Record of Survey, Instrument #579637; Thence N00°19'09"E, 2.39 feet to an existing steel pin, with no cap; Thence N00°19'09"E, 7.61 feet to the southeast corner of a parcel of land described in, Warranty Deed, Instrument #611335; Thence along the east line thereof, N00°19'09"E, 115.00 feet to the north line of said Northeast Quarter of the Southeast Quarter; Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records; Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597733, Latah County Records; Thence along the north line of said parcel of land, S68°02'08"W, 111.46 feet, to the northeast corner of a parcel of land described in, Warranty Deed, Instrument #594645, Latah County Records; Thence along the north line of said parcel of land, N89°45'08"W, 70.00 feet, to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597618, Latah County Records; Thence along the north line of said parcel of land, S76°32'07"W, 141.49 feet, to the west line of the Northeast Quarter of the Southeast Quarter, and the east boundary line of Ridgeview Estates 2nd Addition; Thence along said common line, N00°20'53"E, 446.72 feet to the Point of Beginning.

Parcel contains 2.53 acres, more or less.

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

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

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

PASSED on Motion by the Following Vote:

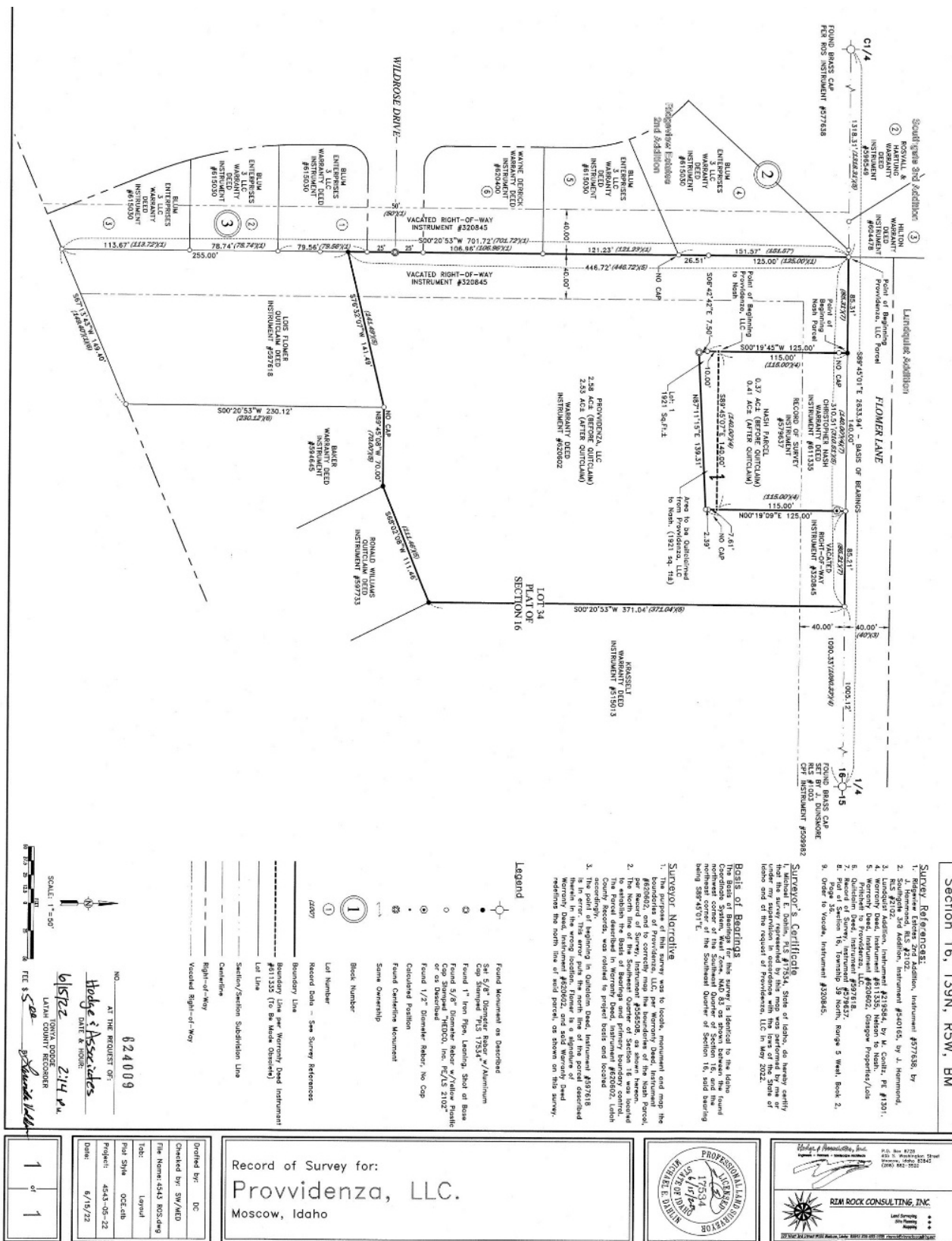
	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of May, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

The need to replace the stage at East City Park has been anticipated for a number of years. However, it has deteriorated quicker than anticipated. In preparing for the upcoming season, significant rot was discovered in the support structure for the cover, requiring it to immediately be removed. While the stage platform itself remains safe, it is without cover. In response, Staff has advanced the project in the Capital Improvement Plan and would like to pursue replacement of the entire stage as early as spring of 2025. This will require additional design work, at a cost that was not anticipated in the current, FY 2024 budget. As a result, 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. The conceptual design will expand on an earlier effort that included significant public outreach, and culminated in the construction of the restroom that exists today. Consistent with feedback received at the time, the plan remains to attach the new stage to the northwest side of the restroom. In addition to advancing the design, with the assistance of the Architect, staff will engage key stakeholders/users in the update process. Staff has prepared the attached professional services agreement for Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the Professional Services Agreement with Design West Architects.

OTHER RESOURCES

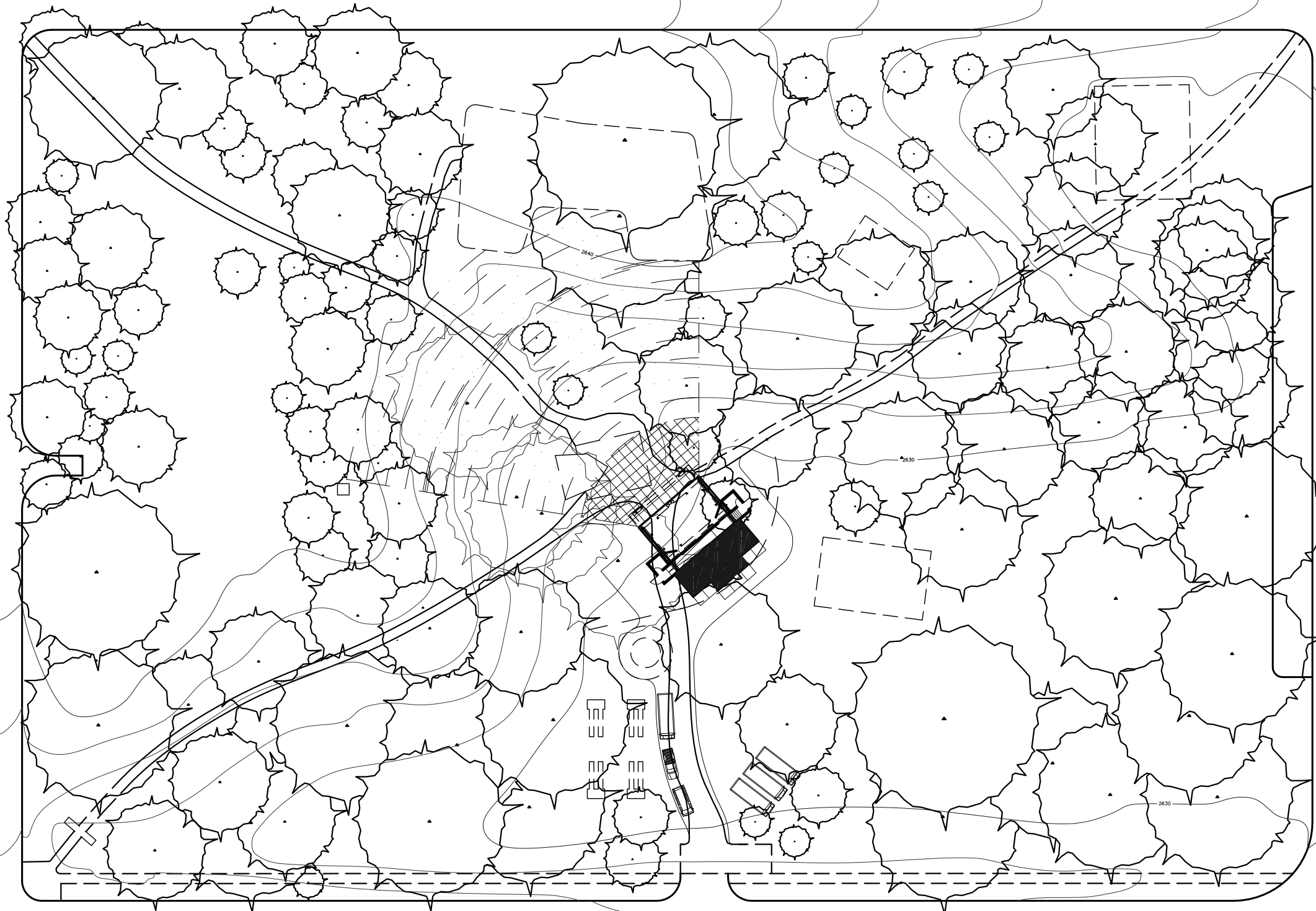
FISCAL IMPACT

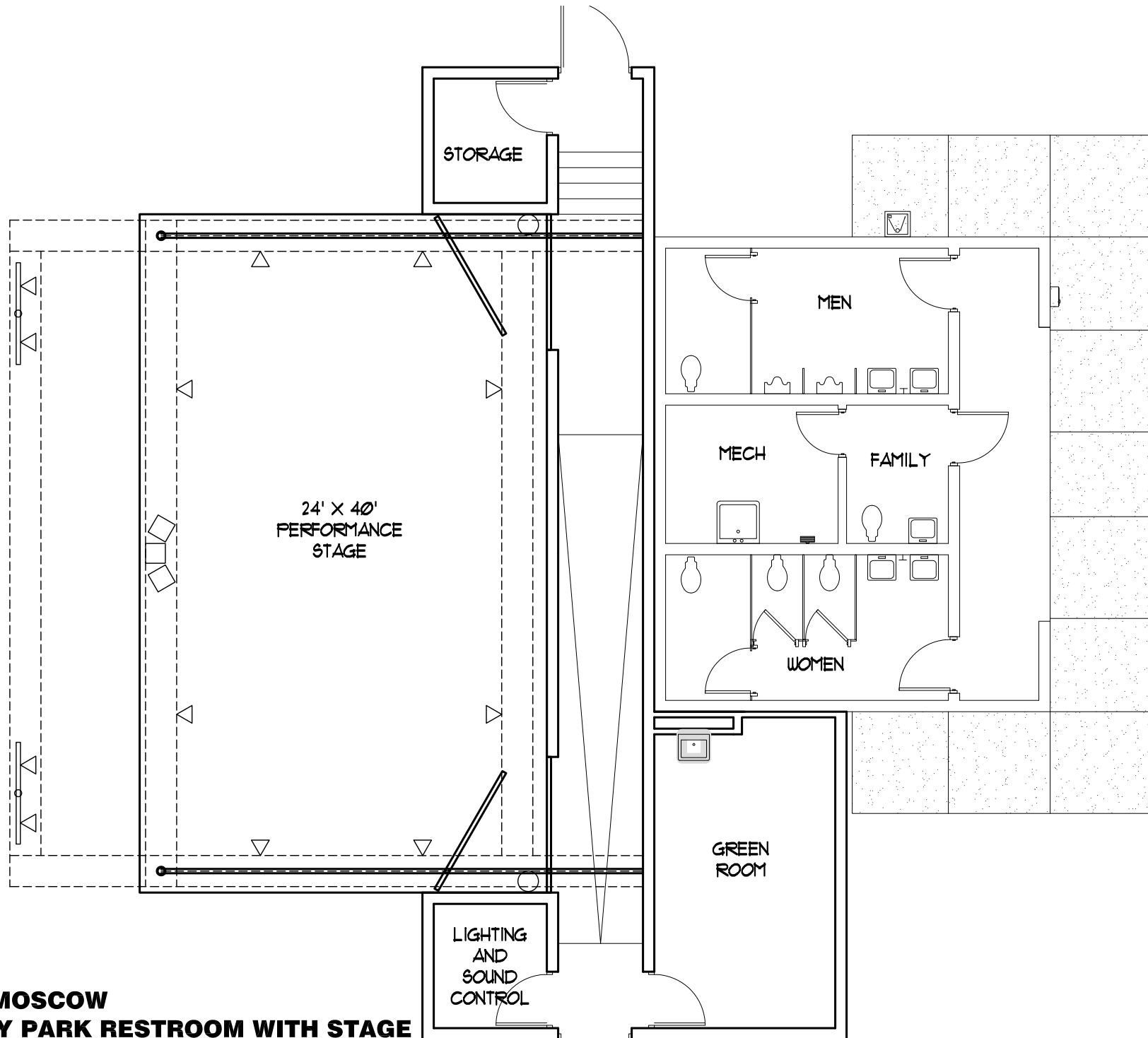
Funding for the design services will come from capital accumulation for park improvements.

PERSONNEL IMPACT

ATTACHMENTS

1. 2012 Concept Plans
2. Professional Services-East City Park Stage_final with attachment





CITY OF MOSCOW
EAST CITY PARK RESTROOM WITH STAGE
 SCALE: 1/8" = 1'-0"

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
DESIGN WEST ARCHITECTS, P.A. FOR
THE EAST CITY PARK STAGE REPLACEMENT**

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND DESIGN WEST ARCHITECTS, P.A. FOR REPLACEMENT OF THE EAST CITY PARK STAGE (hereinafter “Agreement”), is made this ____ day of _____, 2024, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”) and Design West Architects, P.A., 254 East Main Street, Pullman, Washington, 99163 (hereinafter “CONSULTANT”).

W I T N E S S E T H:

WHEREAS, CITY, with power to contract for the services provided for herein, has complied with applicable provisions of law regarding retaining professional services such as those contemplated herein; and

WHEREAS, CITY intends to develop a 30% level design package for replacement of the stage at East City Park (hereinafter “Project”). The Project will include a preliminary cost estimate for completing the construction of the stage and will build upon a preliminary design and outreach effort completed in 2012; and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the services required by this Agreement and CONSULTANT represents that it understands City's plans with respect to the Project; and

WHEREAS, CONSULTANT warrants that it is fully licensed, legally qualified, and willing to perform the services required by this Agreement; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services for the Project;

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

SECTION I: THE PROJECT

CONSULTANT shall provide professional design services for the Project as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of architectural design services and cost estimating (hereinafter “Services”).

SECTION II: SCOPE OF WORK

CONSULTANT promises and agrees to, consistent with the standard of work and care as defined in Section IV of this Agreement, furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional architectural and related services necessary for the completion of the Project consistent with the provisions of this Agreement. The Scope of Work for the Project is set forth in Exhibit "A" attached hereto and incorporated herein by reference. All Services performed by CONSULTANT shall be subject to the sole and discretionary approval of CITY, which approval shall not be unreasonably withheld.

SECTION III: COMPENSATION

A. Compensation and Term.

For the Services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed EIGHTEEN THOUSAND AND SEVEN HUNDRED DOLLARS (\$18,700). Work will begin upon execution of this agreement and be complete within eight weeks.

B. Payment.

Payment for Services rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation shall be paid by CITY to CONSULTANT no more than once a month. Such periodic progress payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "A". In order to receive payment, CONSULTANT shall present to CITY an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.
2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT's progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.

SECTION IV: OTHER TERMS AND CONDITIONS

- #### **A. Independent Contractor.**
- CITY retains CONSULTANT on an independent contractor basis and neither CONSULTANT nor its employees or Subcontractors are an employee of CITY and are not entitled to the rights or benefits afforded to CITY's employees. Any Subcontractors performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of CITY, and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due to such Subcontractors in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting

CONSULTANT, its employees and Subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- B. Termination of Agreement. This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. All working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.
- C. Standards of Work/Standards of Care. CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals legally qualified to perform the Services in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the PROJECT as specified in the indemnification provision of this Agreement. CONSULTANT shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule, except for circumstances out of CONSULTANT's control with written approval by CITY. No other provision under this Agreement shall be interpreted or construed to elevate this standard of care.
- D. Adherence to Law Required. All applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONSULTANT, CONSULTANT's employees, or its subcontractors.
 - 1. Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
 - 2. CONSULTANT certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
 - 3. Pursuant to Idaho Code Title 18 Chapter 87, CONSULTANT certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

E. Insurance. CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT 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. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:

1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
2. 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;
3. 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 CONSULTANT 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;
4. CONSULTANT 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.

CONSULTANT shall furnish CITY with certificates of insurance as evidence these policies are in effect.

F. Indemnity and Hold Harmless.

1. CONSULTANT waives any and all claims and recourse against CITY including rights of contribution for loss or damage to persons or property arising from, or growing out of, or in any way connected with or incident to CONSULTANT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents or employees.
2. CONSULTANT agrees to indemnify and hold harmless CITY and its officers, agents and employees against all losses and damages of any nature whatsoever, resulting from any injury or damages sustained by any person(s) or property to the extent resulting from any negligent act, error or omission of CONSULTANT or its agents, employees, subcontractors or consultants. CONSULTANT's obligation to indemnify and hold harmless CITY shall not be limited to the amount of insurance actually secured under this Agreement, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorney fees.

G. Costs and Attorney Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party

reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses, unless a court order or state law requires a different allocation.

- H. Jurisdiction, Venue, and Non-Waiver. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- I. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, CONSULTANT shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the prior written consent of CITY. Any attempted assignment without such consent shall be invalid and void.
- J. Consultant Representative. CONSULTANT hereby designates Ned Warnick as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and be in attendance at all PROJECT work session meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants; and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's written consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the services provided for herein. Such consent shall not be unreasonably withheld or delayed.
- K. City Representatives. CITY shall designate a person to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.
- L. Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

CONSULTANT:

Design West Architects, P.A.
Ned Warnick
Project Manager
254 E. Main St.
Pullman, WA 99163

CITY:

City of Moscow
Cody Riddle
Deputy City Supervisor
P O Box 9203
Moscow, ID 83843

- M. Conflict of Interest and Special Warranty. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of its Services hereunder. CONSULTANT further

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

N. Special Provisions.

1. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.
2. Disclosure of Materials. It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act unless exempt from disclosure. CONSULTANT shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for CONSULTANT's failure to designate individual documents as exempt. CONSULTANT's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by such release.
3. Americans With Disabilities Act. CONSULTANT will use its professional efforts to interpret all applicable Federal, State and Local Laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

- O. Project Confidentiality. All communications and reports for Project shall be handled in a professional manner. After Project, CONSULTANT shall return to CITY all documents obtained from CITY or generated during the course of this Project. If CONSULTANT or CITY receives information specifically designated "confidential", the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees; (2) those who need to know the content of such information in order to perform services solely and exclusively for the Project; (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; (4) as required pursuant to Idaho Code §74-101, et seq.; or (5) as ordered by a court of competent jurisdiction. CITY herein designates the following as confidential information: security measures; security access codes;

pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

- P. **Qualified Estimates of Cost.** The estimates of cost for Project herein are to be prepared by CONSULTANT through exercise of CONSULTANT's professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by similarly situated professional organizations. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs
- Q. **Modification and Assignability of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- R. **Records.** CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.
- S. **No Third-Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third-party except as expressly provided herein.
- T. **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.
- U. **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.
- V. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the addresses shown above, or at such other address as the respective Parties may provide in writing for this purpose.
- W. **CITY's Right to Employ Other Consultants.** CITY reserves the right to employ other consultants in connection with this PROJECT.
- X. **Drug/Tobacco Free Facilities.** All CITY facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of CITY facilities.

- Y. **Employment Discrimination.** It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- Z. **Appropriations and Approval.** This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
- AA. **Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

CONSULTANT

Design West Architects, P.A.

CITY

City of Moscow

By: _____

Ned Warnick

By: _____

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Ned Warnick, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Design West Architects, P.A.

Notary Public for the State of _____
My commission expires _____

Exhibit "A"



DESIGN
WEST

April 25, 2024

Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow
Moscow, ID 83843

RE: East City Park Stage Replacement – 30% Design
Design Team - Fee Proposal

Dear Cody,

Thank you for considering Design West Architects, for providing design team services on the proposed replacement of the East City Park Stage, based on the previous work our firm accomplished in 2010 and 2012. Based on our background, and our recent communications we understand that the city would like to advance the previous design concept to a 30% level to confirm a current scope and cost for the project.

Scope:

The stage project as envisioned in 2010-12 was estimated to cost approximately \$500,000 at that time. Since that time the restroom portion of the project has been completed. That portion of the original scope represented approximately 25% of the overall project. Utilizing an online construction escalation calculator it suggests that the updated construction cost of the remaining scope to replace the stage may be \$600,000 to \$700,000. The following scope of services and fee proposal assumes that the project will be updating the previous design; should the scope be revised to be significantly larger or smaller then this proposal may not be applicable.

Services:

Design West Architects proposes to provide architectural services for the proposed upgrades as follows:

Design Update & Confirmation:

1. Work-session #1: Meet with the City of Moscow representatives to walk-through the previous design and the existing restroom facility and the proposed site to discuss the project.
2. Based on the input received in Work session #1 the design team will review the previously proposed design. The design review will consider current building code, and zoning requirements that apply to the project.
3. The design team will review and update the preliminary construction cost estimate for the previously proposed design.
4. Work session #2: Meet with the City of Moscow representatives to review the updated design and cost information. The design team will receive comments and provide minor revisions to the design and preliminary cost estimate as directed by the City representatives.

Outreach:

5. Work-session #3: Meet with the City of Moscow representatives, user groups and the public to present the updated design and preliminary estimated costs for the project.
6. Based on the input received in work session #3 the design team will refine the preferred option to apply requested revisions and provide additional definition to that concept plan. The design team will update the preliminary construction cost estimate.

PULLMAN, WASHINGTON
SPOKANE, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO
ONTARIO, OREGON

DESIGN WEST ARCHITECTS, P.A.

254 E. MAIN STREET
PULLMAN, WASHINGTON 99163
TEL. 509-332-3113
designwest@designwestpa.com



7. Work session #4: Meet with the City of Moscow representatives and possibly user groups to present the final draft concept plan, and preliminary cost estimate.
8. Based on the input from the previous work sessions the design team will make requested revisions and prepare a final design study, defining the conceptual design of the project, preliminary cost estimate and proposed project schedule. In addition to site & floor plan diagrams, the final feasibility study will include up to three renderings to illustrate the scope of the project.

The fee is based upon the assumption that only architectural services shall be required. This fee does not include any other engineering consultants, specialty consultants or surveyors and any detailed material testing or hazardous materials surveys are excluded from this proposal.

Please note that the deliverables from this effort will not be suitable for permitting or construction. Should the project progress further we will negotiate an updated Owner-Architect Agreement at the time the project scope is fully defined. Our services will be provided under the basic provisions and conditions contained within a standard City of Moscow Agreement for Professional Design Services. The Design Firm's hourly rates to be included in the agreement for any additional services shall be the current rates listed below.

Compensation:

Compensation Basis: Fixed fee of **\$18,700**. The fee would be invoiced monthly, based upon the percentage of completion of each phase of services. This fee is broken down by the following phases:

Design Update & Confirmation Phase	\$11,300
Outreach Phase	\$7,400
Construction Documents Phase	TBD
Permitting & Bidding	TBD
Construction Administration	TBD
Total compensation for services (current proposal)	\$18,700

Reimbursable Expenses:

Reimbursable expenses would generally be included in the base fee, with the exception of large size color plotting. Should these services be requested Design West will provide costs for these services prior to proceeding.

Additional Services if required/requested:

It is possible, depending on input received from the client, additional services may be required or requested. Should further services for more extensive planning, consideration of alternative scopes, multiple meeting attendance, or preparation of multiple graphics packages, estimates, or reports; these services would be authorized in advance, the architect shall proceed upon written authorization for these additional services. Any additional services would be negotiated on the basis of standard hourly rates.

Standard Hourly Rates:

Principal Architect	-	\$200 / hour
Senior Architect	-	\$180 / hour
Project Manager	-	\$160 / hour
Production Staff	-	\$120 / hour
Administrative Staff	-	\$90 / hour

valid through December 2024



If this is acceptable, please let us know if you will prepare a contract, or if we should provide the draft form of agreement. If you have any questions, please let me know.

Sincerely,

Ned Warnick, AIA, LEED AP®
Principal

DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

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.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

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

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2024 - Authorizing Franchise with Port of Lewiston_final with attachment

ORDINANCE NO. 2024-__

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.

WHEREAS, the City of Moscow, Idaho (hereinafter “City”) is granted the authority to enter into non-exclusive contracts and franchises by authority of the Idaho State Constitution and Idaho Code Sections 50-301 and 50-329; and

WHEREAS, the Port of Lewiston desires to use City’s rights-of-way for its fiber optic lines for the benefit of the public; and

WHEREAS, the City Council of the City of Moscow agrees to a franchise to allow the Port of Lewiston to use City’s rights-of-way for its fiber optic lines; and

WHEREAS, in exchange of mutual consideration of the Parties as stated herein, it the desire of the Parties to enter into a non-exclusive Franchise Agreement for the installation, operation and maintenance of fiber optic lines and related facilities;

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

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

SECTION 2: That the Port of Lewiston is hereby granted a non-exclusive franchise to install, operate and maintain fiber optic lines and related facilities within the City of Moscow pursuant to the Franchise Agreement Between City of Moscow, Idaho and The Port of Lewiston (hereinafter “Franchise Agreement”), attached as Exhibit “A” and hereby incorporated by this reference.

SECTION 3: The Port of Lewiston shall accept the terms dictated by this ordinance by executing the Franchise Agreement attached as Exhibit “A”.

SECTION 4: The franchise granted herein is non-exclusive. The City specifically reserves the right to grant additional franchises in accordance with state and federal law.

SECTION 5: Pursuant to Moscow City Code Title 8, Chapter 1, Sec. 1-1, this Franchise Agreement shall remain on file with the City Clerk for review and use by the public during the term of the Franchise Agreement.

SECTION 6: The Port of Lewiston’s rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. The Port of Lewiston shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Such terms and conditions of the Franchise Agreement shall be subordinate to all applicable provisions of state and federal laws, rules and regulations.

SECTION 7: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions.

SECTION 8: EFFECTIVE DATE. After its passage, approval, and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication according to law.

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, this ____ day of _____, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____, 2024.

Laurie M. Hopkins, City Clerk

Exhibit "A"

FRANCHISE AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND THE PORT OF LEWISTON FOR FIBER OPTIC LINES

THIS FRANCHISE AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND THE PORT OF LEWISTON FOR FIBER OPTIC LINES (hereinafter "Agreement") is made and entered into this _____ day of _____, 2024, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and the Port of Lewiston (hereinafter "PORT"), an Idaho municipal corporation, 1626 6th Avenue, Lewiston, Idaho, 83501.

WHEREAS, PORT is a municipal corporation of the state of Idaho, and pursuant to I.C. § 70-1501, *et seq.*, has the authority to enter into this Agreement and requests that CITY grant it a franchise to install, operate, and maintain fiber optic lines and related facilities within the rights-of-ways of CITY; and

WHEREAS, CITY is a political subdivision of the State of Idaho, has the authority to enter into this Agreement and is willing to grant PORT a non-exclusive franchise to install, operate, and maintain fiber optic lines and related facilities subject to certain terms and conditions; and

WHEREAS, Ordinance No. 2024-___, pursuant to I.C. § 50-329, authorizes CITY to enter into a franchise agreement with PORT for installation, operation and maintenance of fiber optic lines and related facilities; and

WHEREAS, the Parties desire to enter into a franchise agreement authorizing PORT to use CITY's rights-of-way and specifying the terms and conditions under which said use may be made;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, that all matters stated above are 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:

SECTION 1: DEFINITIONS

For the Purposes of this Agreement, the following terms shall have the meanings set forth herein, and all other terms shall be given their plain meaning or the specific statutory meaning provided:

- A. "Damage" means any impact or exposure that results in the substantial weakening of structural or lateral support of an underground facility, or the penetration, impairment, or destruction of any underground protective coating, housing, or other protective device, or the partial or complete destruction of the facility, or the severance, partial or complete, of any underground facility to the extent that the project owner or the affected underground facility owner determines that repairs are required.
- B. "Emergency" means any sudden or unforeseen condition that compels immediate action to prevent or resolve:
 - (1) A clear and present danger to life, health, or property;

- (2) An unplanned customer service outage; or
- (3) The blockage of roads or transportation facilities.
- C. "Emergency excavation" means an excavation performed in response to an emergency.
- D. "Project owner" means the Port of Lewiston.
- E. "Public right-of-way" means the area on, below, or above a public roadway, highway, street, lane, path, sidewalk, alley, or other right-of-way dedicated for compatible uses.
- F. "Underground facility" means any item buried or placed belowground for use in connection with the storage or conveyance of water (unless being delivered primarily for irrigation), stormwater, sewage, electronic, telephonic or telegraphic communications, cable television, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substances and includes but is not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors belowground.
- G. "Underground facility owner" means any person who owns or operates an underground facility or who provides any utility service or commodity to an end user via an underground facility.

SECTION 2: GRANT

- A. CITY grants to PORT, subject to the terms and conditions set forth in this Agreement, a non-exclusive franchise, the right to construct, operate, replace, and use all necessary equipment and facilities for fiber optic lines and related facilities in, under, on, across, over, through, along, or below public rights-of-way and easements within CITY limits.
- B. The depth, horizontal alignment, and precise location of any and all fiber optic lines and related facilities installed pursuant to this Agreement shall first be approved in writing by CITY prior to issuance of a Right-of-Way Permit.
- C. The rights, authority, and privileges granted herein shall be subject to all ordinances, regulations, and police powers now exercised by CITY or which may hereafter be exercised generally with respect to operations and facilities located within the public rights-of-way.
- D. Nothing within this Agreement shall be construed as a grant of any right, privilege, or authority to cross, occupy, or otherwise use any other right-of-way, easement, or facility of CITY. PORT shall secure such rights and privileges directly from CITY for any purpose independent of this Agreement.

SECTION 3: NON-EXCLUSIVE FRANCHISE AGREEMENT

This Agreement shall not in any manner prevent CITY from entering into similar agreements with other entities or granting other or further rights for use in, under, on, across, over, through, along,

or below any public rights-of-way, roads, streets, avenues, and all other public lands and properties of every type and description. This Agreement shall in no way prevent or prohibit CITY from using any public rights-of-way, roads, streets, avenues, or other public lands and properties, nor affect CITY's jurisdiction over them or any part of them. CITY shall retain power to make all necessary changes, relocations, repairs, maintenance, establishments, improvements, and dedications of the same as CITY deems fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares, and other public properties of every type and description. All rights and privileges granted in this Agreement to PORT shall be subordinate to such reservation of rights in favor of CITY. The rights, privileges, and authorities granted in this Agreement shall be subject to and subordinate to all existing lines, sewer mains, water mains, gas lines, street improvements, and other publicly or privately owned facilities located within the public rights-of-way. PORT shall, at all times, take all reasonable and necessary precautions to ensure that the installation and operation of its fiber optic lines and related facilities will not, in any way, interfere with, endanger, or compromise the operations of such existing facilities.

SECTION 4: ADMINISTRATIVE FEE

PORT shall pay CITY a one-time administrative permit fee in the amount of Five Hundred Dollars (\$500.00) to cover CITY's costs in drafting and processing this Agreement. The fee shall be paid within thirty (30) days after the date of execution of this Agreement. CITY reserves the right to impose, require, and collect, to the fullest extent permitted by law, additional non-discriminatory permit fees, rental, charges, compensation, or license fees hereafter adopted by ordinance and allowable under state or federal law for the right to use public rights-of-way.

SECTION 5: FRANCHISE FEE

- A. As consideration for this Agreement, PORT shall pay to CITY quarterly a sum equal to five percent (5%) of its gross revenues. "Gross revenue" is defined as any and all receipt and revenues billed and received by PORT for leasing and/or use of fiber optic lines by third parties inside the corporate limits of CITY based upon a lineal foot. The term "gross revenue" shall not include any charges resulting from action by a federal agency or taxes or surcharges imposed by a governmental body which are separately itemized and billed. Quarterly payments shall be due March 30, June 30, September 30 and December 30 of each year for the term of this Agreement. Each quarterly payment shall include a quarterly financial report.
- B. PORT shall provide to CITY quarterly financial reports certified by an officer of PORT or their designee showing the basis for computation of the franchise fee. Such financial reports shall include all information directly related to confirming the amount of PORT's gross revenues as may be reasonably required by CITY.
- C. All sums that become delinquent shall accumulate interest at the rate of five percent (5%). The accrual of interest is not intended to waive or in any manner restrict CITY's ability to choose any procedure or method of collection permissible by law to enforce the terms and conditions of this Agreement.

- D. In the event that CITY determines by audit, financial statement, or any other method that PORT has underpaid franchise fees owed to CITY and that payment was not received by CITY within the quarter due, CITY may require PORT to pay, in addition to any other remedy sought by CITY, all fees and interest due and an additional penalty of ten percent (10%) of the total amount owed. Acceptance of any franchise fee payment by CITY shall not be construed as an agreement that the franchise fee paid is, in fact, the correct amount, nor shall acceptance of payment be construed as a release or a waiver of any claim by CITY against PORT.
- E. The period of limitation for recovery for any franchise fee under this Agreement shall be five (5) years from the date on which payment by PORT is due. Unless CITY initiates a lawsuit for recovery of unpaid franchise fees in a court of competent jurisdiction within five (5) years after such payment is due, such recovery shall be barred.

SECTION 6: TERM

This Agreement shall become effective upon the date written above and shall remain in effect until December 31, 2044, unless terminated in accordance with the terms of this Agreement or extended by mutual written agreement by both Parties.

SECTION 7: TERMINATION

- A. PORT may terminate this Agreement at any time upon providing CITY with six (6) months written notice. All the rights and privileges and all of the obligations, duties, and liability of PORT under this Agreement, except as to the extent previously accrued hereunder, shall terminate on the surrender date specified in such notice. PORT shall be responsible for any pending construction or other activities in stages of completion so that any uncompleted or unfinished work does not become the responsibility of CITY.
- B. CITY may terminate this Agreement for cause under the terms and conditions provided in Section 22 and 23 herein.

SECTION 8: BOND AND WARRANTY

- A. Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Agreement, PORT shall provide a performance bond in the form of cash or a certified check, payable to the City of Moscow, in the sum of Ten Thousand Dollars (\$10,000). The cash or certified check shall be held by CITY as security for the PORT's performance of all the covenants, terms, conditions, and obligations of this Agreement, including, with limitation, upon PORT's agreement to repair or replace any defective work or materials discovered in the repair of CITY's streets or property located within the public rights-of-way for a period of one (1) year from the date of acceptance of such repaired streets or property by CITY, the warranty period. PORT shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

- B. CITY shall deposit the cash or certified check at a local banking institution mutually agreeable to both Parties, in the name of the City of Moscow and the Port of Lewiston. All interest earned from the deposit shall be re-invested with such banking institution.
- C. The deposit shall remain at such banking institution until this Agreement is terminated or expires, plus one (1) year. The deposit shall not be released until both Parties agree to the release. When the deposit is released, all funds in the deposit shall be returned to PORT; except that if CITY determines that PORT is in violation of or previously violated the terms of this Agreement, then CITY shall have the exclusive right to take the amount of funds needed from the deposit to make necessary repairs and to pay for any outstanding balance owed to CITY.
- D. If, at any time, the deposit amount falls below Ten Thousand Dollars (\$10,000), PORT shall have twenty (20) business days from the date of notification by CITY to replenish the deposit to meet the minimum Ten Thousand Dollars (\$10,000) requirement. If PORT fails to maintain a minimum deposit of Ten Thousand Dollars (\$10,000), PORT shall be in violation of this Agreement, and CITY may take whatever action it deems appropriate to correct such violation.

SECTION 9: INSURANCE

- A. PORT, at its sole expense, shall procure and maintain insurance from an insurance company authorized to do business in the State of Idaho. By requiring insurance, CITY does not represent that the coverage limits required herein are necessarily adequate to protect PORT, and such coverage and limits shall not be deemed as a limitation on the PORT's liability under the indemnities granted to CITY in this Agreement. Nothing herein shall be construed as limiting the extent to which PORT may be held responsible for payments of damages to persons or property from PORT's, or PORT's subcontractors, performance of the work covered under this Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to CITY prior to the start date of PORT's work in CITY's rights-of-way. PORT shall cause CITY to be named as an additional insured under said policy. Renewal certificates or binders shall be provided to CITY a minimum of five (5) days prior to the effective date of the renewal. Certificates of insurance must evidence the following minimum coverages, which shall be maintained by PORT during the entire term and obligations required under this Agreement:
 - 1. Workers' compensation insurance meeting the statutory coverage requirements of the State of Idaho.
 - 2. Employer's liability insurance providing limits of liability in the following amounts:
 - a. Bodily Injury by Accident \$1,000,000
 - b. Bodily Injury by Disease \$1,000,000 each employee
 - c. Bodily Injury by Disease \$1,000,000 policy limit
 - 3. Comprehensive general liability insurance providing a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

4. Comprehensive automobile liability insurance in an amount of not less than \$1,000,000 per occurrence and combined single limit for bodily injury and property damage.
5. Pollution liability insurance in an amount of \$1,000,000 combined single limit for each claim.
6. Umbrella liability insurance in the amount of \$2,000,000 each occurrence and \$2,000,000 aggregate.

SECTION 10: INSTALLATION OF LINES AND FACILITIES

PORT is granted a right-of-way for installation and maintenance of above-ground aerial fiber optic lines and related facilities where there are existing above-ground aerial lines, subject to permission from the owner of the poles on which such aerial lines are suspended. PORT shall have no rights to construct above-ground poles. Upon refusal of a pole owner to allow PORT to suspend its fiber optic lines from owner's poles PORT shall underground its fiber optic lines and related facilities. PORT shall bear all costs of undergrounding its fiber optic lines and related facilities. Nothing in this Agreement shall require CITY to pay any costs associated with such undergrounding.

SECTION 11: LOCATION OF UNDERGROUND FIBER OPTIC LINES

PORT shall at all times comply with the Underground Facilities Damage Prevention Act of the State of Idaho, as set forth in Idaho Code Chapter 22, Title 55. PORT shall be responsible for complying with all permit requirements prior to excavation, marking the locations of its underground optic lines and related facilities, and providing notice to any underground facility owners as required under I.C. § 55-2205. After the Parties have identified the approved areas for the installation of the underground facilities, CITY shall provide PORT with information regarding the location of any known existing CITY owned underground facilities within the installation area.

SECTION 12: WORK IN THE RIGHTS-OF-WAY

- A. During any period of relocation, construction, maintenance, or repair, all fiber optic lines and related facilities, if any, shall be erected and used in such places and positions within said public rights-of-way and other public properties so as to interfere as little as possible with the free passage of traffic, the existing facilities, and the free use of adjoining property.
- B. PORT shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by federal, state of Idaho, and CITY laws, ordinances and resolutions. PORT shall at all times take all reasonable and prudent measures as are necessary for the protection and safety of the general public using public rights-of-way within the vicinity of PORT's fiber optic lines and related facilities.
- C. During the progress of any work within the public right-of-way, PORT shall not unnecessarily obstruct the passage or proper use of the right-of-way and shall take all necessary precautions to protect the public health and safety. All work by PORT in any area covered by this Agreement shall be performed in accordance with the City of Moscow Standard Construction Specifications and City of Moscow Standard Construction Drawings in effect at the time of PORT's work in a public right-of-way. Attached as Attachment "A"

are the current City of Moscow Standard Construction Specifications and attached as Attachment "B" are the current City of Moscow Standard Construction Drawings, which are incorporated herein by this reference. If a standard is not specifically addressed therein, then PORTs' work shall be in accordance with the directions of the City Engineer.

- D. PORT shall be required to secure a permit from CITY to work in the public right-of-way for all work that occurs within the public right-of-way. Permits may be issued subject to construction schedules established by CITY as necessary to avoid unduly burdening traffic or business access during the course of construction.

SECTION 13: RESTORATION AFTER CONSTRUCTION

- A. After installation, construction, relocation, maintenance, removal, or repair of fiber optic lines and related facilities within the Agreement area, PORT shall promptly restore the surface of the right-of-way and any other CITY facilities that might be disturbed by the work to at least the same condition the right-of-way or facility was in immediately prior to any such installation, construction, relocation, maintenance, removal, or repair of fiber optic lines and related facilities. CITY shall have final approval of the condition of such streets and affected public places after restoration.
- B. PORT agrees to promptly complete all restoration work and promptly repair all damage caused by such work to the right-of-way or other affected area at its sole cost and expense according to the time and terms specified in the permit issued by CITY
- C. All work by PORT pursuant to this Section shall be performed in accordance with the City of Moscow Standard Construction Specifications and City of Moscow Standard Construction Drawings per the attached, Attachment "A" and Attachment "B", and as amended.
- D. PORT agrees to repair or replace all such remedial work found to be defective in any respect for a period of one (1) year from the date such work is accepted by CITY. This Section shall survive the expiration, revocation, or termination of this Agreement.

SECTION 14: AS-BUILT DRAWINGS, PLANS, MAPS AND RECORDS

After construction of PORT's fiber optic lines and related facilities, or any portion thereof, is completed, and as a condition of this Agreement, PORT shall provide, at no cost to CITY, comprehensive and accurate copies of as-built drawings, plans, maps, and records of all portions of PORT's fiber optic lines and related facilities located within CITY. PORT shall provide such information to CITY within ninety (90) days after installation is completed. Such information shall include digital information in a format suitable for CITY's Geographical Information System ("GIS"). In the event of any changes in the location or configuration of PORT's fiber optic lines or related facilities, PORT shall provide updated as-built drawings that accurately reflect such changes within sixty (60) days after such changes are completed.

SECTION 15: RELOCATION OF SYSTEM FIBER OPTIC LINES AND FACILITIES

- A. PORT agrees and covenants at its sole cost and expense to protect, support, and relocate from any street any of its fiber optic lines or related facilities when so required by CITY by reason of traffic conditions or public safety; dedication of new rights-of-way or the establishment or improvement thereof; widening and improvement of existing rights-of-way or streets; freeway construction; change or establishment of street grade; or the construction of any other public improvement or structure by any governmental agency acting in a governmental or proprietary capacity, provided that, upon approval by CITY, PORT in all such cases shall have the privilege to temporarily bypass, in the authorized portion of the same street, any section of fiber optic line or any other related facility required to be relocated.
- B. In order to facilitate the design of CITY streets and right-of-way improvements, and at the request of CITY, PORT, at its sole cost and expense, shall excavate and expose (i.e., "pot hole") PORT's fiber optic lines and related facilities for inspection so that the location of the same may be taken into account in the improvement design. The requested pot holing shall be at a minimum of every one hundred (100) feet along the fiber route that may impact the proposed improvement, or more often as determined by the City Engineer or their designee. The decision as to whether said fiber optic lines and related facilities need to be relocated in order to accommodate CITY's improvements shall be made by CITY in its sole discretion upon review of the location and construction of PORT's fiber optic lines and related facilities.
- C. If CITY determines that such improvement project necessitates the relocation of PORT's then existing fiber optic lines or related facilities, CITY shall do the following:
1. At least one hundred eighty (180) days prior to the commencement of such improvement project(s), provide PORT with written notice requiring such relocation. However, in the event of an emergency posing a threat to the public safety or welfare, or in the event of an emergency beyond the control of CITY, CITY shall give PORT written notice as soon as practicable.
 2. Provide PORT with copies of pertinent portions of the plans and specifications for such improvement project(s) and a proposed location for PORT's fiber optic lines and related facilities so PORT may relocate its fiber optic lines and related facilities in other CITY rights-of-way in order to accommodate such improvement project(s).
 3. After receipt of such relocation notice, and at least ten (10) days prior to commencement of the improvement project, PORT shall complete relocation of its fiber optic lines and related facilities at no charge or expense to CITY so as to accommodate the improvement project. PORT may, after receipt of written notice requesting a relocation of its fiber optic lines and related facilities, submit to CITY written alternatives to such relocation. CITY shall evaluate such alternatives and advise PORT in writing if one or more of the alternatives are suitable to accommodate the work that would otherwise necessitate relocation of the fiber optic lines and related facilities. If requested by CITY, PORT shall submit additional information to assist CITY in making such evaluations. CITY shall give each alternative proposed by PORT full and fair consideration, within a reasonable time so as to allow for the relocation work to be performed in a timely manner. In the event CITY ultimately determines that

there is no reasonable alternative, PORT shall relocate its fiber optic lines and related facilities as provided in this Section. The provisions of this Section shall survive the expiration, revocation, or termination of this Agreement.

- D. PORT shall indemnify, hold harmless, and pay the costs of defending CITY against any and all claims, suits, actions, damages, or liabilities for delays on CITY construction projects caused by PORT's breach of this Section. This indemnity provision shall survive the expiration, revocation, or termination of this Agreement.

SECTION 16: EMERGENCY WORK-PERMIT WAIVER

- A. In the event of any emergency in which any of PORT's fiber optic lines or related facilities located in, above, or under any street, right-of-way, or easement breaks or is damaged, or if PORT's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, PORT shall immediately take proper emergency measures to repair its fiber optic lines and related facilities and to cure or remedy the dangerous conditions for the protection of property, life, health, and safety of the public. This Section shall not relieve PORT from complying with any provision of any CITY ordinance that regulates work within the public right-of-way or from any obligation to obtain permits necessary for this purpose, unless such permits are temporarily waived by CITY.
- B. PORT shall not be required to secure a permit from CITY prior to making emergency repairs or splices to aerial fiber optic lines. In such event, PORT shall notify CITY by telephone immediately upon learning of the emergency, and PORT shall apply for all required permits no later than the second succeeding day during which CITY is open for business.
- C. PORT shall promptly reimburse CITY for any and all costs CITY reasonably and necessarily incurred in response to any emergency caused by the installation, operation or maintenance of PORT's fiber optic lines and related facilities.

SECTION 17: AUTHORITY FOR CITY TO ABATE DANGEROUS CONDITIONS

- A. Whenever construction, installation, or excavation of PORT's fiber optic lines or related facilities causes or contributes to a condition that appears to substantially impair the lateral support of an adjoining street or public place or endangers the public, an adjoining public place, street utilities, or CITY property, then the City Engineer may direct PORT, at PORT's own expense, to take action to protect the public, adjacent streets and public places, CITY property, and street utilities, and such action may include compliance within a time prescribed by CITY.
- B. In the event that PORT fails or refuses to promptly take the actions directed by CITY; fails to fully comply with such directions; or, if emergency conditions exist that require immediate action, CITY may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets and public places, CITY property, and street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions.

PORT shall be liable to CITY for the full costs of such abatement. The provisions of this Section shall survive the expiration, revocation, or termination of this Agreement.

SECTION 18: RESERVATION OF AUTHORITY TO RECOVER CITY EXPENSES

- A. CITY reserves the right to require PORT to pay its proportionate share of all actual, identified expenses incurred by CITY in any future construction, installation, repair, or alteration of any CITY facilities as a direct result of the presence in the right-of-way of PORT's fiber optic lines and related facilities on a non-discriminatory basis to the fullest extent permitted under state and federal law.
- B. Such costs and expenses may include, but shall not be limited to, PORT's proportionate costs of CITY personnel utilized to oversee or engage in any work in the right-of-way. Such costs and expenses may also include PORT's proportionate share of any time spent by CITY or its consultant in reviewing construction plans in order to accomplish the routing or rerouting of any utilities so as not to interfere with PORT's fiber optic lines and related facilities.

SECTION 19: ABANDONMENT AND REMOVAL OF PORT'S LINES AND FACILITIES

- A. PORT shall notify CITY in writing of its abandonment of an above-ground or underground fiber optic line or related facility placed in the right-of-way by PORT within thirty (30) days of abandonment. Upon notification from PORT, CITY shall have thirty (30) days to decide whether PORT shall be required to remove the abandoned fiber optic line or related facility. If CITY does not give its express written consent for PORT to leave the abandoned fiber optic line or related facility in place within thirty (30) days upon notification from PORT, PORT shall remove the abandoned fiber optic line or related facility within sixty (60) days of CITY's decision.
- B. All costs of removal shall be paid by PORT. Any plan for removal of PORT's fiber optic lines and related facilities must be first approved by CITY. PORT must obtain all necessary permits prior to such removal work. The provisions of this Section shall survive the expiration, revocation, or termination of this Agreement.

SECTION 20: ELECTION OF REMEDIES

In addition to any other remedy provided in this Agreement, CITY reserves the right to pursue any remedy to compel or force PORT and/or its successors and assigns to comply with the terms hereof. The pursuit of any right or remedy by CITY shall not prevent CITY from thereafter declaring a forfeiture or revocation for breach of the conditions of this Agreement. In making such election, CITY may pursue any remedy cumulatively or simultaneously, except to the extent simultaneous or cumulative exercise of such remedy is inconsistent with the exercise of any other remedy.

SECTION 21: CITY ORDINANCES AND REGULATIONS

Nothing in this Agreement shall be deemed to prohibit or restrict CITY's ability to adopt and enforce all necessary and appropriate laws, ordinances and regulations pertaining to the modification, maintenance, and repair of existing fiber optic lines and related facilities within the public rights-of-way of CITY. CITY shall also have and does hereby reserve the authority at all times to control, by appropriate regulation, laws, resolution or ordinance, the location, elevation, and manner of construction of any new fiber optic lines and related facilities installed by PORT after the effective dates of such regulations, laws, resolutions or ordinances. PORT shall promptly conform to all such regulations, laws, resolutions and ordinances without notice or demand by CITY. Subject to the provisions of state and federal law, CITY reserves the right to pass ordinances, resolutions and regulations that levy or impose a non-discriminatory obligation to pay reasonable right-of-way use fees and other charges for the use and maintenance of the rights-of-way occupied by PORT, irrespective of whether PORT's fiber optic lines and related facilities were installed prior to the effective date of such ordinances and regulations.

SECTION 22: NONCOMPLIANCE

- A. If PORT willfully violates or fails to comply with any provision of this Agreement, CITY shall give written notice to PORT of the alleged non-compliance. PORT shall have thirty (30) days from the date of notice of non-compliance to cure such alleged default. If such default cannot be cured within thirty (30) days, PORT shall present to CITY a plan of action whereby such default can be promptly cured.
- B. If such default continues beyond the applicable dates agreed to for cure, CITY may terminate this Agreement by serving written notice upon PORT of its intention to terminate. Such notice shall be served not less than sixty (60) calendar days prior to the termination date set forth in the written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to the stated termination date. PORT agrees that in no case shall termination for cause be considered a "taking."
- C. CITY may elect, in lieu of the above and without any prejudice to any of CITY's other legal rights and remedies, to obtain an order from the District Court having jurisdiction compelling PORT to comply with the provisions of this Agreement and to recover damages and costs incurred by CITY by reason of PORT's failure to comply.
- D. PORT shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged default occurred or was caused by circumstances reasonably beyond the ability of PORT to anticipate and control, including war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages, slow downs, power outages exceeding back-up power supplies, or work delays caused by waiting for utility providers to service or monitor their utility poles to which PORT's fiber optic system is attached.

SECTION 23: EFFECT OF TERMINATION FOR NONCOMPLIANCE

In the event that CITY terminates this Agreement by reason of PORT's noncompliance, CITY shall have the right to take possession and ownership of the fiber optic system located in CITY's public rights-of-way. CITY shall provide PORT with written notice within sixty (60) days of termination of this Agreement of CITY's intent to take possession and ownership of the fiber optic system. If CITY does not take possession and ownership of the fiber optic system, then PORT shall, absent written consent from CITY to the contrary, remove the fiber optic system from CITY's public rights-of-way within sixty (60) days after CITY provides notice to PORT to remove.

SECTION 24: NOTICES

All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered, sent by e-mail with a read-receipt confirmation, or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

PORT:
Port of Lewiston

1626 6th Ave. N.
Lewiston, ID 83501

CITY:
City of Moscow
City Clerk
206 East Third Street
P.O. Box 9203
Moscow, ID 83843

SECTION 25: GENERAL TERMS

- A. Point of Contact. CITY designates the City Engineer as the point of contact for all concerns related to rights-of-way. CITY designates the City Clerk as point of contact for all concerns related to this Agreement.
- B. Indemnification:
 - 1. 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.
 - 2. Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor, or other vehicle not owned or leased by the Party.
- C. No Employer-Employee or Agency Relationship: The Parties warrant by their signatures that no agency relationship is established between CITY and PORT by the terms of this Agreement.
- D. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable

attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

- E. **Jurisdiction, Venue and Non-Waiver:** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- F. **Entire Agreement, Modification and Assignability:** This Agreement 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 Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. PORT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, without the prior written consent and express authorization of CITY.
- G. **Survival:** All covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.
- H. **Adherence to Law Required:** All applicable Federal, State, and local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by PORT shall be deemed material and shall subject PORT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of PORT will in any way serve to modify the provisions of this requirement.
- I. **Employment Discrimination:** It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. PORT shall not discriminate against any employee or applicant for employment. PORT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. PORT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.
- J. **Severability:** If any provision in this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both Parties will be relieved from all obligations arising from that provision. If the remainder of the Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully informed.

- K. **Waiver:** The failure of PORT or CITY to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that PORT or CITY may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof. Making or receiving payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the Party making such payment.
- L. **Successors and Assigns:** This Agreement may not be assigned in whole or in part by either Party hereto without the prior express written consent of the other Party. CITY understands that it is the intent of PORT to lease its fiber optic lines to third parties and agrees that such leases are consistent with this Agreement.
- M. **Third Party Beneficiaries:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.
- N. **Authority to Execute:** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties under penalty of perjury pursuant to the law of the State of Idaho.

IN WITNESS WHEREOF, CITY and PORT have caused this Agreement to be executed upon the date first written above.

PORT:

Mike Thomason, President

CITY:

Author D. Bettge, Mayor

Attest:

Laurie M. Hopkins, City Clerk



COMMUNITY PLANNING & DESIGN ENGINEERING DIVISION

STANDARD CONSTRUCTION SPECIFICATIONS

**ENGINEERING MANAGER / CITY ENGINEER:
SCOTT BONTRAGER, P.E.**

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ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

The scope of work for the project is as set forth in the project specific plans and specifications.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

The City reserves the right to make, at any time during the progress of the work, such changes in quantities and such alterations in the scope of work as are necessary to satisfactorily complete the project and the Contractor shall perform the work as altered. Compensation for change in scope of work will be in accordance with the project specific contract documents.

Unless otherwise noted, all labor, materials, and equipment necessary for the execution and completion of the work shall be furnished by the Contractor.

ES-2. TRAFFIC CONTROL/R.O.W USE PERMITS

2.1 Traffic Control

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work shall not begin until the proper permits have been acquired and all required traffic control devices are in place.
- B. **Prior to commencement of work, the Contractor shall submit to the Engineer for review, Traffic Control Plan(s) created by an *ATSSA or ESC certified Traffic Control Supervisor*. The plan shall be consistent with requirements detailed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card*.**

Traffic control plans for work within State of Idaho highway right-of-way must also be approved by the Idaho Transportation Department.

- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work,

barricades, fences, signs, flaggers, or other protection in accordance with the most current edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flaggers, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.

- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of hot mix asphalt pavement, placing and curing of Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic. No private driveway may be closed except as provided here-in, or unless permission is given the Contractor by the owner of the property affected. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- E. The Contractor shall take every precaution to protect pedestrian, bicycle and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City. Should the City Engineer deem it necessary to augment the traffic control devices and the Contractor be unresponsive or unwilling to do so, the Contractor will be charged the customary rental rate and force account charges for the required personnel to bring the site into compliance with the MUTCD.

2.2 Right of Way Use Permits

- A. All street and sidewalk closures require a City issued Street Closure Permit.
- B. Work within public right of way requires a City issued Right of Way use permit.
- C. Work within State of Idaho highway right-of-way requires an Idaho Transportation Department (ITD) permit. These permits must be obtained through the City; not directly from ITD.

2.3 Payment: Traffic Control

Traffic control will be paid for as incidental to other bid items if there is no specific bid item for traffic control included in the proposal; OR, as a lump sum amount if traffic control is included

as a separate pay item in the proposal. Lump Sum price for traffic control includes furnishing, installing and maintaining the required devices to comply with MUTCD requirements.

ES-3. MATERIALS

All materials shall be new, free of defects, manufactured in the USA, and shall be furnished and installed according to the manufacturer's specifications.

ES-4. REMOVALS AND DISPOSALS

The Contractor shall be responsible for all removals indicated on the Plans and in the Specifications, and as may be necessary to complete the work in accordance with the true intent and meaning of the drawings and the details.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state as their original condition. Such applications specifically shall apply to private driveways with the intent that all such driveways will be left with a smooth consistent and constant grade constructed of the same material and to the same specifications as originally used in constructing the driveway.

When salvageable material is to remain Contracting Agency property, the Specifications will identify the material and describe how the Contractor shall remove it and where it will be stored. Any material not named in the Specifications as Contracting Agency property will become the property of the Contractor and shall be removed from the project.

The Contractor may dispose of waste material in Contracting Agency-owned sites if the Specifications or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency.

The Contractor shall acquire all permits and approvals required for the use of the disposal site. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The Contractor shall provide the Engineer the location of all disposal sites to be used and also provide copies of the permits and approvals for such disposal sites before any waste is hauled off the project.

The Contractor shall protect, indemnify, and save harmless the Contracting Agency from any damages that may arise from the Contractor's activities in making these arrangements. Any action required to satisfy any permit and/or any approval requirements in a Contractor-provided disposal site shall be performed by the Contractor at no additional expense to the Contracting Agency.

Removals and disposals will be paid by lump sum or unit price:

The price shall include all costs incurred to remove and dispose of the items bid including labor and equipment and other incidental costs.

ES-5. EARTHWORK

5.1 Excavation

All excavation shall be unclassified, except that which is required for the installation of pipe (storm, sanitary, water, drain), which is classified as trench excavation.

This work shall consist of excavation and disposal of all material, not being removed under some other item, which is encountered within the limits of the work necessary for the construction in accordance with the Specifications and in reasonably close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer.

This work shall include all excavation performed under this item regardless of the material encountered.

This work shall include the removal and disposal of any structure or any miscellaneous obstructions which are visible or are indicated on the plans which encroach upon or otherwise obstruct the work and for which a separate bid is not taken.

This work shall also include the preparation of the subgrade when the subgrade is not on a fill section. Subgrade elevation shall be below the gravel base elevation of pavement as indicated on the plans, and shall conform to the crown of the finished pavement surface. All depressions or ruts containing water shall be drained, as arranged with the Engineer. The entire surface shall be bladed to remove inequalities and secure a uniform surface. Line and grade stakes will be provided once by the Engineer, or his/her representative. The Engineer, or his/her representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary. The subgrade shall be brought to a firm unyielding surface, true to line, grade, and cross section, by rolling and processing with equipment generally used for this purpose and acceptable to the Engineer. All soft, spongy, or yielding spots, which may be ordered to be removed by the Engineer, shall be entirely removed and replaced with geotextile and suitable rock material and thoroughly compacted to the satisfaction of the Engineer.

5.2 Structural Fill

This work shall consist of furnishing and placing selected material in one or more courses to form a stable roadbed in accordance with these specifications and in conformity with the Plans.

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel

and stone to permit the required compaction. All borrow must be obtained from designated or approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

The surface upon which the structural fill is to be placed shall conform to the established lines and grades and shall be smooth and uniform, having been cleared of all vegetation, roots, stumps, topsoil, and foreign material.

The Contractor shall use necessary precautions in loading borrow to assure reasonable uniformity in grading.

Borrow shall be compacted with modern, efficient, compacting equipment satisfactory to the Engineer.

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankment shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-99. At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed eight (8) inches in loose thickness. The compacting equipment may be of any type provided they are capable of compacting each lift of the material to the specified density.

5.3 Payment

The accepted quantities of EXCAVATION will be paid for by the per cubic yard unit price or by lump sum. The quantity of excavation, as listed on the proposal or measured in the field, shall be used to compute the final payment, exclusive of any extra work ordered by the Owner or his/her representatives, as provided under Section GC-11, Extra Work.

The accepted quantities of STRUCTURAL FILL will be paid for by per cubic yard unit price or by lump sum. The unit price per cubic yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the borrow as herein specified and as shown on the plans.

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

Geotextile shall be Type II, nonwoven or woven, as set forth in **Section 718.07 – Subgrade Separation Geotextile Property Requirements** of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.2 Construction Requirements

Geotextile shall be furnished and installed in accordance with **Section 640 – Construction Geotextiles** of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.3 Payment

Geotextile will be paid for on the basis of unit price, per square yard, furnished and installed.

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the Plans and/or established by the Engineer.

The Contractor shall make their own arrangements for obtaining crushed rock base material and shall designate the source of same in ample time to permit sampling and testing by the Engineer.

7.2 Aggregate

A. 3/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

B. 1-1/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
1/2 inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50

No. 30	10 – 30
No. 200	2 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

7.3 Test Methods

Tests shall be made in accordance with the following applicable standard methods:

Field determination of density of soil in-place and percent compaction.	Idaho T-74
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Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
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Moisture density relations using a 5.5 lb. rammer and 18 inch drop, method A or C.	AASHTO T-99
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Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7
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7.4 Placing

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. Geotextile fabric shall then be placed upon the full width of the compacted subgrade. The geotextile fabric shall be as specified in Specification ES-6 SUBGRADE SEPARATION GEOTEXTILES. Joints between sections of fabric shall overlap a minimum of 2 feet along longitudinal joints and a minimum of 6 feet at end joints.

If the required compacted depth of the base course exceeds 8.0 inches, the base shall be constructed in two or more layers of approximate equal thickness.

7.5 Mixing

Unless otherwise specified, the Contractor shall mix the base course by any one or a combination of the three methods specified below:

Stationary Plant Method. The aggregate and water shall be mixed in an approved mixer. Water shall be added during the mixing operation in an amount necessary to facilitate compaction. After mixing, the base material shall be placed on the roadbed by means of an approved aggregate spreader.

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

Road Mix Method. After material for each layer of base course has been placed, the materials shall be mixed by motor graders or other approved equipment until the mixture is uniform throughout. During the mixing, water shall be added in an amount necessary to facilitate compaction.

7.6 Shaping and Compaction

After each layer has been spread it shall be compacted for its full width. The choice of compaction equipment will be left to the Contractor. Compaction shall continue until not less than 95% of the standard density is attained as determined by AASHTO T-99.

At the request of the Contractor, the Engineer, or his/her representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary.

All soft, spongy, or yielding spots, which may be ordered repaired by the Engineer, shall be repaired in accordance with Specification ES-8 SOFT SPOT REPAIR.

7.7 Payment

The accepted quantities of CRUSHED ROCK BASE will be paid for by the unit price per ton. The unit price per ton shall include all materials, labor, equipment and other costs incidental to furnishing and placing the crushed rock, as herein specified and as shown on the plans.

Weight slips, in duplicate form, shall accompany each load of crushed rock to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his/her representative, and one copy will remain with the truck driver, before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his/her representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site, in order to assure the presence of the Engineer, or his/her representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-8. SOFT SPOT REPAIR

8.1 Materials

Geotextile shall be Type II, nonwoven or woven as per Specification ES-6 SUBGRADE SEPARATION GEOTEXTILES. Crushed Rock Base shall be 1-1/4"(-) crushed basalt per Specification ES-7 CRUSHED ROCK BASE.

8.2 Construction Requirements

All soft spots in the subgrade shall be called to the attention of the Inspector prior to placing the geotextile fabric. The Inspector shall determine where additional excavation is necessary and instruct the Contractor on such over excavation.

All soft, spongy, pumping or yielding areas will be ordered by Engineer to be repaired as herein described:

1. Remove subgrade to a depth of one foot below design subgrade elevation.
2. Add Subgrade Separation Geotextile to the bottom of the excavated area. This layer of geotextile will be in addition to that required for the entire subgrade area.
3. Backfill the area with Crushed Rock Base (95% min. compaction) to subgrade design elevation.

Dispose of the excavated material per Specification ES-4 REMOVALS AND DISPOSALS.

The Contractor shall cooperate with the City in determining the areas that require Soft Spot Repair by furnishing a loaded dump truck and operator to roll over the entire subgrade area and, with the assistance of a City representative, locate and mark all soft spots.

8.3 Payment

SOFT SPOT REPAIR will be paid for on the basis of unit price, per square yard, complete, in-place; including excavation, base aggregate and geotextile.

The Engineer may determine that excavation in excess of the one-foot depth may be required to accomplish the repair; in such instances compensation will be adjusted proportionately.

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by

contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

ALL BULK WATER WILL BE FURNISHED IN ACCORDANCE WITH THE CITY OF MOSCOW'S 'BULK WATER USE POLICY'.

Contractors shall coordinate ALL water usage with the Moscow Water Department.

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

Portland cement concrete shall conform to Section 502 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, and as follows:

Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate and water, proportioned and mixed in accordance with these specifications. Unless otherwise provided, the Portland cement concrete shall be Idaho Transportation Department Class 40B having a minimum unit compressive strength at 28 days age of 4,000 psi. Class 40B concrete shall have 6 sacks of cement per cubic yard of concrete and an air entrainment content of 6.5 percent, plus or minus 1.5 percent. The slump shall be a maximum of five (5) inches and shall not vary more than one (1) inch from the average.

11.2 Portland Cement

Portland cement shall conform to AASHTO M-85, Type I or II and shall contain no more than 0.60 percent total alkali. Type III can be used with prior approval of the Engineer.

Unless otherwise permitted, the product of only one mill or any one brand and type of Portland cement shall be used on any single pour.

11.3 Aggregates

Aggregates shall be reasonably free from wood, roots, bark, soft or disintegrated pieces, or other deleterious matter. Blend sand may be approved for use to correct deficiencies in the grading

sizes, provided the combination meets the specification requirements for the class of material being produced.

Fine aggregate for concrete shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	10 – 30
No. 100	2 – 10
No. 200	0 – 4

Sand equivalent shall be a minimum of 70.

Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

The amount of deleterious substances shall not exceed the following limits:

	<u>Percent by Weight Maximum</u>
Clay lumps	1.0
Coal & lignite	1.0
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

Organic impurities shall not exceed those specified in AASHTO T-21. Mortar making properties shall conform to AASHTO T-71 or ASTM C87.

Coarse aggregate for concrete shall conform to the following gradations for coarse aggregate size No. 3:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2 inch	100
1 inch	95 – 100
1/2 inch	25 – 60
No. 4	0 – 10
No. 8	0 – 5

The amount of deleterious substances shall not exceed the following limits:

	<u>Percent by Weight (Maximum)</u>
Coal & lignite	1.0
Clay lumps	0.5

Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.

11.4 Water

Water for concrete shall be obtained from any source of potable water. Sources of non-potable water shall be approved before use.

11.5 Curing Compound

The curing compound shall be a liquid membrane-forming curing compound conforming to AASHTO M-148 Type I, with a fugitive dye and shall be applied to all finished concrete surfaces immediately after the concrete has set.

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so

charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.

- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.
- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.
- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

Tests for consistency may be made at approximately the beginning, the midpoint, and the end of the load. If the results vary by more than the tolerance specified below, the mixer or agitator shall not be used until the condition is corrected.

<u>When Average Slump is</u>	<u>Tolerance</u>
3 inches or less	1/2 inch
More than 3 inches	1 inch

- H. Central mixing concrete may be transported in suitable non-agitating equipment. The bodies of such equipment shall be smooth, watertight metal containers.

12.2 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed, unless otherwise approved by the Engineer, and in

no instance shall concrete be re-tempered at a rate in excess of 1 gallon of water per 1 cubic yard of concrete remaining in the truck.

12.3 Placing Concrete

General. Concrete shall not be placed until forms have been checked and approved by the Engineer. The forms shall be clean of all debris before concrete is placed. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement. Care shall be taken to fill each part of the form by depositing the concrete as near the final position as possible. After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcement.

12.4 Cold Weather Concreting

Heating and Placing Concrete. Before any concrete is placed, all snow and frost shall be completely removed. Concreting operations shall meet the following requirements when the ambient temperature falls below 40 degrees F.

To achieve adequate curing, the temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater. The concrete temperature shall not be allowed to fall below 35°F during this time. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been approved by the Engineer.

The Contractor shall furnish concrete that will have a temperature of at least 50 degrees F and not more than 80 degrees F at the time of placing. Heating equipment shall heat all the materials uniformly. Such heating shall prevent the occurrence of non-uniform moisture contents or contamination in the aggregates. Aggregates shall be heated in a manner such that frozen lumps, ice and snow are eliminated. The average temperature of an individual batch of aggregate shall not exceed 150 degrees F.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.

12.5 Placing in Hot Weather

The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the combination of ambient air temperature, concrete temperature, humidity and wind is such that rapid evaporation of moisture from the concrete surface will take place, the Contractor shall

take measures to slow the evaporation to tolerable limits. Such measures may include, but not limited to, erecting sun shades or placing at night or early morning. Ice may be used as a part of the mixing water providing it has completely melted by the time mixing is completed.

12.6 Finishing Concrete

If, in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

When concrete sidewalk has hardened sufficiently the surface shall be given a broom finish. The broom shall be of an approved type. The stroke shall be perpendicular to the centerline with adjacent strokes, slightly overlapped. The finish shall be free from porous spots, irregularities, depressions, small pockets or rough spots.

12.7 Curing Concrete

Concrete surfaces shall be kept completely and continuously moist until a curing method is applied. Curing compound shall not be applied to concrete surfaces before the finishing has been acceptably completed and shall not be applied to construction joints or to the inside faces of joints to be sealed with silicone joint sealer. The curing compound shall not be applied during rainfall.

Prior to completion of the curing period, if any membrane surface is marred or damaged by scuffing and wear, the Engineer may require an immediate application of the same type membrane or water cure for the remainder of the cure period.

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent settling of the suspended solids. The membrane must be uniformly applied.

Membrane forming curing compounds shall be applied to the finished concrete immediately after the bleed water or free-water sheen leaves the surface of the finished concrete surface.

The curing compound shall be a liquid membrane curing compound conforming to AASHTO M-148 Type I. Curing compound shall be applied under pressure, at the rate of application as directed, and shall be at least 1 gallon per 200 square feet for each application. All concrete cured by this method shall receive two applications of the curing compound for a total minimum coverage of 1 gallon per 100 square feet. The first coat shall be applied immediately after stripping the forms and/or acceptance of the concrete finish. If the surface under the forms has

dried the concrete shall be thoroughly wet with water and the curing compound applied just as the surface film of water disappears. The second application shall be applied after the first application has set. During curing operations all unsprayed exposed surfaces shall be kept wet with water.

Should the film become damaged from any cause, within 10 days, the damaged portion shall be repaired immediately with additional compound.

If this curing compound is applied to construction joints, it shall be removed by sandblasting before fresh concrete is placed against them.

All membrane forming curing compounds shall be accompanied by a Manufacturer's Certificate of Compliance and shall be approved by the Engineer, prior to its use.

12.8 Correction of Work After Completion of Construction – Two Year Warranty

The contractor/person installing the concrete shall be responsible for faulty and/or non-conforming materials or workmanship for a period of two (2) years from the date of the initial installation; he/she shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

Surface scaling (or spalling) of the new concrete surface will be the fundamental consideration for determining non-conforming workmanship and materials requiring remediation. Scaled surfaces exceeding 5% (randomly dispersed or concentrated) per twenty (20) square feet of concrete surfacing area will be considered defective and shall be replaced. Manner and method as well as configuration of the area requiring replacement will be as directed and approved by the City Engineer. All replacement of concrete shall be as per City standards and at the Contractor's expense.

ES-13. CONCRETE CURB

13.1 General

All concrete curb shall conform to the City of Moscow Standard Drawings, the Plans, and Specifications. Concrete for curbs shall conform to the requirements of ES-11 CONCRETE and ES-12 CONCRETE CONSTRUCTION REQUIREMENTS of these specifications.

13.2 Forms

Curb forms shall be set to line and grade as designated; securely staked, and so constructed as to result in finished lines true to the dimensions and shapes shown on the plans.

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing while placing concrete. Where a section must be constructed on a curve, straight lengths of the section shall be short enough that the middle ordinate to the curve, from the face of that section, does not exceed one-half (1/2) inch or the section shall be continuously curved.

13.3 Joints

Expansion joints (or thru joints) shall be provided at intervals of forty-eight (48) feet throughout the length of the curb and at the junction of straight curb and radii and at either end of a driveway or alley section. Pre-formed joint fillers of one-half (1/2) inch or three-eighths (3/8) inch thickness will be placed in expansion joints.

Contraction joints (or "Dummy Joints") shall be constructed every sixteen (16) feet. These joints shall be 1/8 inch minimum thickness and constructed to a minimum depth of 1-1/2 inches by scoring with a tool which will leave the corners rounded and destroy aggregate interlock.

13.4 Construction Requirements

- A. Dimensions. All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.
- B. Consistency. All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

All Class C curb (extruded) shall meet the requirements for Class A curb, except for the amount of slump which may vary according to the conditions of the concrete mix and the extrusion equipment used. Under no circumstances however, shall the finished curb vary more than one-half (1/2) inch from the design elevation, and not more than ten (10) percent from the dimensions shown in the City of Moscow Standard Drawings and Specifications. Class C curbs will not require expansion joints.

13.5 Finishing

While the concrete is still green, the top and front face, or other exposed portions of the curb, shall be troweled to produce a uniform even surface then given a fine brush finish with brush strokes parallel to the long axis of the curb. Form marks and other irregularities shall be removed. The edges of the curb shall be rounded with an edger. Honeycombed areas in the back of the curb, that in the opinion of the Engineer are not detrimental to the curb, need not be patched.

13.6 Curing

Immediately after finishing, the concrete shall be cured in accordance with the requirements of ES-12.7, Curing Concrete.

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

The accepted quantities of curb will be paid for by the unit price per linear foot. Compacted aggregate base under the curb and curb and gutter pan at catch basin locations will be considered incidental to the unit price for the curb. The unit price per linear foot shall include all materials, labor, equipment and other costs incidental to constructing concrete curb as herein specified and as shown on the Plans and special drawings.

ES-14. CONCRETE SIDEWALK

14.1 General

All concrete sidewalk, including driveways, shall conform to the City of Moscow Standard Drawings, Contract Plans, and Specifications. Concrete for sidewalks shall conform to the requirements of ES-11 CONCRETE and ES-12 CONCRETE CONSTRUCTION REQUIREMENTS of these specifications.

14.2 Gravel Base

Sidewalk shall be constructed on a compacted base of (3/4) inch minus crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

The total thickness of the gravel base shall be at least six (6) inches, compacted, in-place.

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-99.

The gravel base shall be thoroughly sprinkled with water before the concrete is placed.

All cost for furnishing and placing gravel base for sidewalks shall be included in the unit price bid on the bid proposal form for constructing concrete sidewalks. No additional compensation will be made for this gravel base.

14.3 Construction requirements

- A. Dimensions. Sidewalk width, thickness, and reinforcement shall be as shown on the City of Moscow Standard Drawings.

Sidewalk shall have a cross slope of between 1% and 2%, unless otherwise approved by the Engineer.

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.

- C. Placing and Finishing Concrete. SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strike board. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

After the concrete has been thoroughly consolidated and leveled it shall be bull floated to eliminate high and low spots and to embed large aggregate. The concrete shall then be allowed to harden properly before jointing, edging, and brooming is completed.

Contraction joints shall be tooled into the concrete every four feet for four foot wide sidewalk and five feet for five foot wide sidewalk, shall be 3/8 inch minimum in depth, and shall be perpendicular to the direction of the walk. All joints shall then be edged with a 3/8 inch radius edger and the sidewalk edges shall be tooled with a one-half (1/2) inch radius edger.

After edging and jointing has been completed the concrete shall be smoothed with wood or metal hand floats. The floated surface shall then be coarse broomed uniformly in a transverse direction with a fiber hair brush or an approved type.

The placing and furnishing of all sidewalk shall be performed under the control of the Engineer, or his/her representative, and the tools shall meet with his/her approval.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

- D. Curing. Curing shall be performed by applying a sealing compound conforming to AASHTO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7, Curing Concrete.
- E. Backfill. After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

The Hot Mix Asphalt (HMA) pavement shall be placed in lifts to the thickness as specified on the Contract Plans and as required by the Standard Construction Drawings.

PAVEMENT THICKNESS SPECIFIED BY CITY OF MOSCOW DOCUMENTS (STANDARD DRAWINGS, STANDARD SPECIFICATIONS ETC.) SHALL MEAN THE FULLY COMPACTED, IN-PLACE DEPTH.

The materials of which the asphaltic concrete is composed shall be of such sizes and grading that, when proportioned and mixed together, they will produce a uniformly graded mixture, which when tested by means of laboratory screens, will conform to the requirements in the following table. The percentages of refer to the completed HMA mixture. All percentages shall be computed on the basis of weight. Screens and sieves used for determining the percentages of the different sizes of aggregate shall have square openings.

3/4" Superpave HMA Pavement CL SP-2 (Base Course)

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

1/2" Superpave HMA Pavement CL SP-2 (Surface Course)

Sieve Size	Percent Passing
3/4 inch	100
1/2 inch	90 – 100
3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

Superpave hot mix asphalt paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

Section 405, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto, shall apply as to the items of "Weather Limitations, Hauling Equipment, Pavers, Rollers, Mixing Plant, Spreading and Finishing, Joints, Rolling, Surface Smoothness."

A Hveem or Super Pave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

15.2 Rolling and Compaction

Rolling and compaction of the asphaltic concrete mat shall be done in accordance, with the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

Compaction shall be achieved, as per Section 810, of the latest edition of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

The cost of the rolling and compaction shall be included in the price of furnishing and placing superpave hot mix asphalt pavement.

15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

15.4 Payment

The accepted quantities of superpave hot mix asphalt pavement will be paid for by the unit price per ton or per square yard. The unit price shall include all materials, labor, equipment, and other costs incidental to furnishing and placing the superpave hot mix asphalt pavement herein specified and as shown on the plans.

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his/her representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his/her representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his/her representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16 CEMENT CONCRETE PAVEMENT

16.1 General

Portland cement concrete shall conform to Section ES-11 CONCRETE, of these Specifications except as modified by the following sections and subsections.

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

- A. Fine aggregate shall consist of sand or other inert materials, or combinations thereof approved by the Engineer, having hard, strong, durable particles free from adherent

coating. Fine aggregate shall be thoroughly washed to remove clay, loam, alkali, organic matter or other deleterious matter.

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

Fine aggregate shall develop in the mortar strength test, at an age of 7 days, a compressive strength of not less than ninety (90) percent of the strength of a mortar prepared with the same cement (AASHTO T-71 or ASTM C-87) .

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

Coarse aggregate shall not be used, under any circumstances in paving concrete, when the amount by weight passing the screens exceeds the following:

3/4" square opening.....	70%
3/8" square opening.....	30%

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

- A. Curing and protection shall conform to the specifications of Section 703, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.4 Joint Fillers and Sealants

- A. Joint fillers and sealants shall conform to the specifications of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.5 Air-Entrained Concrete

Air-entrained concrete shall be used, as per ES-11, unless otherwise provided for in the Special Provisions. Either air-entrained Portland cement or an air-entraining admixture shall be added at the mixer.

The volume of air in freshly mixed concrete shall conform to that specified in the table which follows:

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	7-1/2 ± 1

If the measured air content is found above or below the values contained in the table, the Contractor shall immediately make changes in mixing or materials as will be necessary to comply with the requirements for air content.

If an air-entraining agent is used, it shall be introduced at the nominal rate of one fluid ounce per sack of cement, but the rate shall be varied if necessary to comply with the requirements for air content.

An automatic dispenser accurate to 10%, which will introduce into the mixing water the specified amount of air-entraining agent for each cycle of mixing, shall be connected to the mixer.

Aggregates shall be adjusted to compensate for increased yield resulting from air-entrainment so that the specified amount of cement is contained in each cubic yard of concrete. Adjustment shall be made by decreasing the weight of fine aggregates only, unless otherwise directed by the Engineer.

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his/her supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.
- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his/her representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his/her representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.

3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, bricks, concrete blocks, poured concrete, or other alternative manufactured adjustment systems approved by the Engineer.

The Contractor shall notify the appropriate utility company, in advance, if gas valve boxes need to be adjusted, so the utility company personnel can do so, in a timely manner.

The Contractor shall notify the City Water Department, in advance, if water meter boxes need to be adjusted, so the Water Department personnel can do so, in a timely manner.

Location of valve boxes, catch basins and manholes on the plans is approximate only. They will be accurately located and referenced by the Engineer, or his/her representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

Where excavation is necessary to adjust the grade of manholes, catch basins, monuments, or valve boxes, the backfill shall be carefully placed and tamped by hand.

Payment for adjustment of manholes, catch basins, gate valves, and monuments will be made according to the unit price for each unit adjusted:

The unit price bid shall include all costs incurred in furnishing materials and labor necessary to adjust the particular units to grade.

ES-18. MANHOLES AND CATCH BASINS

18.1 General

Catch basins, catch inlets, and manholes shall be precast reinforced concrete units, furnished and installed in accordance with the project plans, these Standard Specifications, and the Standard Drawings.

Completed catch basins and manholes including ring shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds.

Backfill shall be placed in horizontal layers no more than 6 inches thick with each layer compacted to 95 percent of the maximum density or as approved by the Engineer.

18.2 Precast Reinforced Concrete Manholes, Catch Basins, and Catch Inlets

Precast reinforced manholes, catch basins, and catch inlets sections shall conform to AASHTO M-199, ASTM C-478 and ASTM C-433 and as shown on the Standard Construction Drawings.

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.
- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

Rings and lids shall be cast iron and shall conform to the Standard Drawings. Castings shall conform to the requirements of ASTM A-48 Class 138 and shall be free of porosity shrink cavities, cold shuts or cracks, or any surface defects which would impair serviceability.

18.4 Sanitary Sewer Manholes

- A. General. Sanitary sewer manholes shall be constructed according to Plans, Standard Drawings and Specifications. All sanitary manholes shall be constructed of precast reinforced concrete sections.

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand.

- B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all cost incurred in furnishing materials, labor, excavation, installing the manholes in place including the asphaltic coating on the outside of the manhole and the manhole rings and lids, and backfilling.

- C. Watertightness

1. **SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT.** All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.
2. Hydrostatic Testing.
 - a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
 - b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
 - c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

- A. General. Storm sewer manholes shall be constructed according to the Plans, Standard Drawings and Specifications. Storm sewer manholes shall be precast reinforced concrete, unless otherwise approved by the Engineer.

All pipe extending into catch basins shall be trimmed within 1"-2" of the inside wall surfaces and shall be neatly grouted inside and out and watertight.

- B. Basis of Payment. Storm sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all costs incurred in furnishing materials, labor, excavation, installing manholes in place including the manhole rings and lids, and backfilling.

18.6 Catch Basins and Catch Inlets

- A. General. Catch basins and catch inlets shall be constructed according to the Plans, Standard Drawings and specifications. Catch basins shall be precast reinforced concrete per WSDOT TYPE 1, catch inlets shall be WSDOT CONCRETE INLET - unless otherwise approved by the Engineer.

All pipe extending into basins and inlets shall be trimmed within 1"-2" of the inside wall surfaces shall be neatly grouted inside and out and watertight

Lids, grates, and risers shall be centered over the basin or inlet; unless specifically allowed otherwise.

- B. Payment. Catch basins will be paid for by the unit price per each.

The unit price shall include all cost incurred in furnishing materials, labor, excavation, installing catch basins in place including the catch basin rings and lids, and backfilling.

18.7 Risers

- A. Risers for height adjustment shall be as per WSDOT's standard for the precast unit being furnished.

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

This section covers the work necessary for the trench excavation and backfill above the pipe zone. Pipe zone backfill is included under the specification for the pipe.

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the “use” description given herein. The right is reserved to modify the use, location, and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

Trench backfill, above the pipe zone, shall be as follows:

1. Class A Backfill. Use in landscaping and agricultural type areas where lawn sod, shrubs, topsoil, fences, and other landscape items are either being replaced or are anticipated.
2. Class B Backfill. Use within existing or proposed gravel parking lots – not within gravel streets or alleys.
3. Class C Backfill. Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
4. Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is existing or anticipated in the future.
5. Class E Backfill. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
6. Class F Backfill. Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

19.3 Excavation and Backfill for Fire Hydrants

Excavation and backfill for fire hydrants shall be included in the unit price payment for Fire Hydrants (See ES-22).

19.4 Trench Excavation

Trench excavation shall be classified as common excavation or rock excavation and shall include whatever materials are encountered to the depths as shown or as directed by the Engineer.

Common Excavation. Common excavation is defined as the removal of all material which is not classified as rock excavation.

Rock Excavation. Rock excavation shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said Specifications is available at the office of the City Engineer.

19.5 Materials

- A. Foundation Stabilization. Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. Granular Material. Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7 CRUSHED ROCK BASE.
- C. Imported Topsoil. Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his/her own expense, and in a manner satisfactory to the Owner.
- D. Compaction Equipment. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

- A. Clearing. Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.
- B. Obstructions. This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

The contract amount will be adjusted accordingly for any cost changes resulting from such alignment modifications.

Dispose of obstructions removed from the excavation in accordance with section ES-4 REMOVALS AND DISPOSALS.

- C. Utility Repairs. Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. Removal and Replacement of Topsoil. In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist; first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench.. In lieu of stockpiling the top 10 inches of soil, “Imported Topsoil” from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.
- E. Pavement, Curb and Sidewalk Removal. Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- F. Trench Width. Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.
- The maximum clear width at the top of the trench will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures or property.
- In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.
- G. Grade. Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.
- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so

that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.

- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the lunch hour as well as overnight.

Dispose of the water in an approved manner without damage to adjacent property.

Drainage of trench waste through the pipeline, under construction, is prohibited.

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:

- 1. Class A Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers, or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Where Class A backfill is specified replace topsoil in the top 10 inches of the trench. Compact and rake to match the ground surface adjacent to the trench.

Maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of

improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

2. Class B Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 6 inches of final surface grade. Compact the entire trench depth in suitable lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers. Determine the method and type of equipment and the amount of compaction required to prevent subsequent settlement. Place and compact granular material in the top 6 inches.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material, as specified, until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

3. Class C Backfill

After the completion of the backfilling of the pipe zone, the excavated trench material may be pushed back into the trench by mechanical means.

In all locations where Class C backfill is used, the Contractor shall make his/her own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

Class E trench backfill is to be used only where a new paved street is going to be constructed above the installed pipe.

The width of the trench, above the pipe zone, may be increased beyond the required specifications for pipe zone width, as described in the City of Moscow Standard Drawing #15, but shall not be less than (6) six feet.

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

Backfill the trench, above the pipe zone, with granular material to within 4 inches of the finished surface.

Compact the entire trench, above the pipe zone, in six (6) inch maximum lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers to a minimum 95 percent standard density. The top 4 inches of the trench is to have smooth cut edges before being backfilled with two equal lifts of asphaltic concrete patching mix.

7. Subsurface Drain Backfill

Backfill the entire trench to within 10 inches of the final surface grade or to the street subgrade, as applicable, with crushed or naturally occurring granular material from approved sources.

The material shall be washed, if necessary, to render the particles free from clay. It shall contain no more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

<u>Sieve Size</u>	<u>Percent Passing</u>
3"	100
2.5"	95 – 100
3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

That portion of the gravel backfilled for drains retained on a 1/4" square sieve shall not contain more than 0.05% by weight of wood waste.

Compaction, above the pipe zone, shall be accomplished by the use of mechanical, vibrating or impact tampers. Determine the method and type of equipment to use and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.

- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement; which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance shall be considered as incidental to that item of work.

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.

- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or

physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.

- S. **Blasting.** Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

Payment for trench excavation and backfill will be as specified for main line pipe as follows:

- A. **Trench Excavation and Backfill.** Payment for trench excavation and backfill shall be included in the price per linear foot of the respective pipe stated in the Contractor's bid proposal.

Payment for trench excavation and the respective backfill shall constitute full compensation for all work specified and incidental to the price per linear foot of the respective pipe.

Pipe zone backfill is specified under Section ES-20 PIPE.

- B. **Rock Excavation.** Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

Mains, 4-inch to 15-inch: SDR 35 PVC ASTM D 3034, gasketed.

Mains, 18-inch to 36-inch: Solid wall PVC ASTM F 679 or HDPE (High Density Poly Ethylene) AASHTO M 294, smooth-walled interior, silt-tight.

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x 1/2 corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

All sanitary sewer pipe shall be a minimum of eight (8) inch diameter except sewer to house connections which shall be a minimum of four (4) inch diameter.

Mains, 8-inch diameter and larger: SDR 35 PVC ASTM D-3034.

Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.3 Perforated Subsurface Drain Pipe

- A. General. A perforated roadway underdrain system may be shown on the Plans and shall be furnished and installed as herein described in these Specifications, as shown on the City's Standard Construction Drawings and as shown on the Plans.

Laterals will generally be connected to the collector at 60° angles. The terminal end of each lateral will be sealed with a plug. All connections between pipe sections and branches are to be water tight.

The pipe shall be wrapped with a filtering sock.

Perforated Subsurface Drain Pipe that is corrugated on the inside will not be allowed.

Perforated pipe and fittings will not be dumped into the trench. All pipe shall be inspected prior to lowering into the trench and if necessary cleaned of any material tending to plug the perforations of the pipe.

Pipe shall be laid with the perforations at the bottom or as per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19 TRENCH EXCAVATION AND BACKFILL.

- B. Types of Pipe. Perforated subsurface drain pipe as indicated on the plans and standard drawings shall be one of the following types of pipe or as approved by the Engineer:

1. Perforated Corrugated Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) N-12 pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the

requirements of AASHTO M-252 Type S (corrugated outside-SMOOTH INSIDE). The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51(minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.
- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC "SST" Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

Pipes shall be laid in straight lines at uniform rates of grade as shown on the plans.

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

- A. Backfill at the Pipe Zone. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench (a minimum of 4 inches under the pipe) to a point 12 inches above the top outside surface of the barrel of the pipe.

Particular attention must be given to the area of the pipe zone from the flow line to the center line of the pipe to ensure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.

Backfill the area of the pipe zone from the bottom to the horizontal center line of the pipe with "imported pipe zone material." Hand place the material around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping bars supplemented by "walking in" and slicing with a shovel.

All material, within the pipe zone, shall be hand tamped and done in such a manner as to not change the grade of the pipe (particularly gravity pipe).

- B. Joints. In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

When two different types of gravity pipe are joined together, a Fernco coupler may be used, upon approval of the Engineer. The completed connection shall be supported, in such a manner, as to maintain established line and grade and shall be encased, on all sides, with a minimum of four (4) inches of concrete. The concrete shall extend a minimum of two (2) feet on each side of the coupler.

Lubricant for water pipe gaskets shall be supplied by the pipe manufacturer.

- C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.
- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

Bell and Spigot		Mechanical Joint		Push-on Joint
Diameter (Inches)	Max. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)
6	7-07	27	5	19
8	5-21	20	5	19
10	5-21	20	5	19
12	5-21	20	5	19
14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

*The maximum deflection shall be whichever is less, the table or that recommended by pipe manufacturer.

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend

On all pipelines 6 inches in diameter or larger, securely anchor by suitable thrust blocking all tees, plugs, caps, and bends where unbalanced forces exist, as directed by the Engineer.

2. Thrust Blocking

Provide thrust blocks as required by the Standard Construction Drawings. The concrete mix shall have a compressive strength of not less than 2500 psi. Place blocking between the undisturbed ground and the fitting to be anchored; plastic sheathing to be placed between the concrete and fitting. The bearing surface shall be as shown or as directed by the Engineer. Place the blocking so that the pipe and fitting joints will be accessible to repairs, unless otherwise shown.

3. Metal Tie Rods

Metal tie rods, if specifically required by the Plans or the Engineer, shall be used in conjunction with thrust block. The rods, nuts and washers shall be coated with a rust resistant coating. (A product intended for such use.)

20.6 Pipe Testing and T. V. Inspection

A. Sanitary Sewer Pipe. The finished sanitary sewer shall be tight against leakage from either the inside or the outside of the pipe.

All wyes, tees, and stubs shall be plugged with flexible jointed caps, or acceptable alternate, securely fastened to withstand the internal test pressure. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his/her representative, after the sewer line is backfilled. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his/her intention to pressure test the line.

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at his/her own expense, and take such corrective action as may be required by the Engineer.

T.V. inspection of the sanitary and storm sewer pipe will be conducted by the City after the pipe has been backfilled and the manholes are accessible.

1. Exfiltration Test (Using Air)

The Contractor shall plug all openings in the pipe and supply necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches four (4) pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe as determined by the Engineer.

At least two minutes shall be allowed for temperature stabilization before proceeding further. The inspector will then accurately determine the time of loss of one (1) psi. This time interval shall not be less than the time interval determined in the following formula.

$$T = 0.0109 D^2 L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

Failure to meet or exceed the computed time interval for the loss of one (1) psi will be cause for rejection of the sewer pipe.

All repairs necessary to meet these requirements and/or testing will be at the expense of the Contractor.

The maximum length of sewer pipe, for the above tests, shall be the distance between consecutive manholes. Any section of sewer pipe, between any two manholes that does not meet the above requirements, shall be rejected.

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

B. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City; such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.
- C. Perforated Sub-surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.

- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

The measurement for payment will be the field measured centerline length of the pipe in place within the limits shown. Laying lengths of valves, fittings and couplings will be included. Payment for fittings, couplings and thrust blocks shall be considered incidental to the cost of the respectively-sized pipe.

Payment for valves will be made at a per each unit price.

ES-21 GATE VALVES AND VALVE BOXES

21.1 Scope

This section covers the work necessary for furnishing and installing the gate valves and valve boxes, complete.

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4 inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4 inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point 3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

- A. Valves. Before installation, the valves shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation for both opening and closing, and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical, unless otherwise directed by the Engineer. Jointing shall conform to AWWA C-600 or AWWA C-603, whichever is applicable. Valves shall be installed in accordance with "Standard Details". Joints shall be tested with the adjacent pipeline. If joints leak during the test, valves shall be disconnected and reconnected, and the valve and/or the pipeline retested.

Faces of flanges shall be cleaned thoroughly before flanged joint is assembled. After cleaning, the gasket shall be inserted and the nuts tightened uniformly around the flange. If flanges leak under test, the nuts shall be loosened, the gasket reset or replaced, the nuts retightened, and the valve and/or pipeline retested.

Valves on all service connections and stubouts, 4 inch and larger, shall be mechanical joint and shall be restrained with coated tie rods.

- B. Valve Boxes. Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown, or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.

Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

Payment for gate valves furnished and installed, complete, with valve boxes will be by the unit prices per each. Payment for the gate valves and valve boxes shall constitute full compensation for the work as specified under this section.

Payment for gate valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

ES-22. FIRE HYDRANTS

22.1 Scope

This section covers the work necessary for furnishing and installing the fire hydrants, complete, and the work necessary for the removal of existing hydrants.

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be Corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be 5 feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.
- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurion"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11 CONCRETE.
- F. Thrust Ties. 3/4 inch diameter steel rods and ductile lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxillary Gate Valve. See City Standard ES-21 GATE VALVES AND VALVE BOXES.

22.3 Workmanship

Construction and installation shall conform to the detail on the Plans and to provisions of Sections 11 and 12 of AWWA C-600, except where otherwise specified.

- A. Location and Position. Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the

hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

When placed behind the curb, set hydrant barrel so that the face of the pumper or hose nozzle cap will be 2 feet from the back of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within 12 inches of the sidewalk.

Set all hydrants plumb and nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb. Set hydrants so that safety flange is a minimum of 3 inches and maximum of 6 inches above finished ground or sidewalk level to clear bolts and nuts, and as directed.

- B. Excavation. Do not carry below sub-base grade. Replace over-excavated areas with gravel, and hand tamp to provide firm foundation.
- C. Base Block. Place on firm level sub-base to assure uniform support.
- D. Installation of Hydrants. Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. Drain Rock. Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. Concrete Thrust Blocking. Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega lugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. Bury Depth and Thrust Ties. The ground surface around fire hydrants shall be as follows:
 - 1. Behind the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two $\frac{3}{4}$ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 - 2. Sides of the hydrant: The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for

a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.

3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

Payment for existing fire hydrant removal will be made at the unit price stated in the Contractor's bid proposal for each hydrant removed, as covered herein and on the plans.

- H. Existing Fire Hydrant Removal. Remove fire hydrants on existing city mains as shown on the plans and as directed by the Engineer. The hydrants shall remain the property of the City of Moscow and shall be stockpiled, for the City, at a location to be determined. Care shall be taken so as not to damage the hydrants during removal, transporting, or stockpiling.

22.4 Payment

Payment for fire hydrants furnished and installed will be by unit price per each. Payment for fire hydrants shall constitute full compensation for all work specified under this section, and shall include the auxiliary gate valve and connecting pipe from the main line to the valve, and all trench excavation and backfill from the main to the hydrant.

Payment for existing fire hydrant removal will be made at the per each unit price.

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

- A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, Sanitary Sewer Pipe, except that it shall be green in color.
- B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.

- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6, Pipe Testing and T.V. Inspection.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.
- G. Conform to applicable portions of Section ES-19 Trench Excavation and Backfill and Section ES-20.2 Sanitary Sewer Pipe.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19 Trench Excavation and Backfill. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- B. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the

sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

All excavations in to existing City street paving shall be repaired in accordance with the City's adopted STREET / ALLEY CUT REPAIR policy and as per Standard Construction Drawing entitled STREET /ALLEY CUT REPAIR.

ES-25. EROSION AND SEDIMENT CONTROL

All construction in the City involving earthwork shall comply with all of the requirements of City Code Section 7-1-4 pertaining to Erosion and Sediment Control and the City of Moscow EROSION AND SEDIMENT CONTROL STANDARDS adopted by resolution.

The Contractor shall implement appropriate erosion control eliminating sediment transport to City infra-structure and private property. The Contractor shall pay all costs associated with sediment removal from City infra-structure, private property or environmental remediation.

All sediment control devices shall be installed prior to any ground disturbing activity.

ES-26 STORMWATER RUNOFF CONTROL

All construction and development activity in the City shall comply with all of the requirements of City Code Section 5-15 STORMWATER RUNOFF CONTROL and including Moscow STORMWATER RUNOFF CONTROL STANDARDS adopted by resolution.

ES-27. IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at his/her own expense and in a manner satisfactory to the Owner.

27.2 Payment

Payment for furnishing and placing imported topsoil shall be paid according to the unit price bid on the Contractor's bid proposal form or as noted as set forth in the Contract documents.

ES-28 SEEDING

28.1 Seed

Seed furnished shall be labeled; true as to variety; noxious weed-free; and meet all purity, germination specifications, and standards of the Federal Seed Act and Idaho State Seed Laws. The variety shall be as required to best satisfy the particular application - as approved by the City Engineer.

28.2 Application

Seed all cut and fill slopes and all other denuded areas where any earthwork has occurred. Seeding shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.3 Fertilizer

Fertilizer shall be commercial grade and used in the seeding application in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.4 Mulch

Mulch shall be used in the seeding operation and shall consist of furnishing and placing mulch in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.5 Seedbed Preparation

Preparing the surface area to be seeded is part of the seeding operation and shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.6 Payment

Seeding will be paid for as allowed and described in the project specific contract documents; which may include, but not limited to, the following methods of payment: unit price per unit area; lump sum amount; incidental to other item unit prices; included in a project lump sum amount.

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

Work performed under this contract shall be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.
- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Engineer, or his/her representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Engineer, or his/her representative, to arrange to be present as required. Failure to notify the Engineer, or his/her representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ES-31. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these Specifications and Plans to obtain good workmanship throughout with the completed work complying with the said Specifications and Plans and in full working order upon completion. Work will not be accepted until this result is obtained.

All debris or rubbish caused by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat and presentable condition.

Any damage to private property shall be repaired, replaced in kind, as approved by the City Engineer or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

ES-32. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime Contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

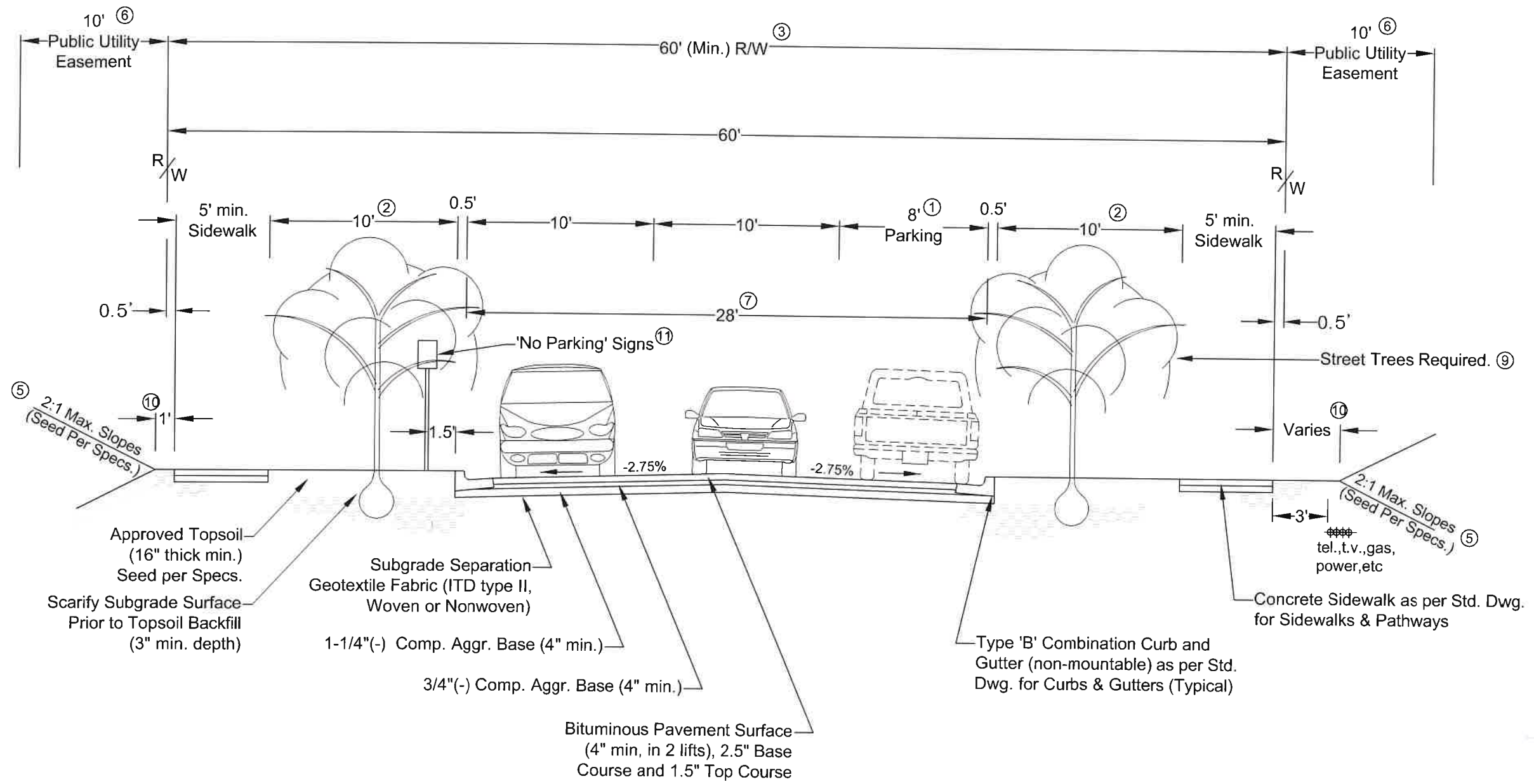
Mobilization will be measured and paid for by the Lump Sum as shown on the Contractor's Proposal



STANDARD CONSTRUCTION DRAWINGS

PUBLIC WORKS
ENGINEERING DEPT.
221 E. SECOND ST.
(208) 883-7034

STANDARD CONSTRUCTION DRAWINGS TABLE OF CONTENTS										
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1d	COLLECTOR WITH LEFT TURN LANE			21	STORM SEWER MANHOLE					
1e	COLLECTOR PARKING DETAIL			22	SANITARY SEWER MANHOLE					
1f	MINOR ARTERIAL			23	SHALLOW SANITARY MANHOLE					
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11	PARKING LOT STANDARDS			32	WATER MAIN CREEK CROSSING					
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16	END OF ROAD MARKERS & DEAD END SIGNS			35	SILT FENCE					
17	INTERSECTION SIGHT TRIANGLE			36	CONSTRUCTION ENTRANCE AND INLET PROTECTION					
A.S.T.M.	AMERICAN SOCIETY FOR TESTING & MATERIALS			JT.	JOINT			AGGREGATE		METAL
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS			MECH.	MECHANICAL					
A.D.A.	AMERICAN DISABILITIES ACT			M.J.	MECHANICAL JOINT					
AGGR.	AGGREGATE			MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES					
C.I.	CAST IRON			O/C	ON CENTER			CONCRETE	NOTE: ② CIRCLED NUMBERS HEREIN THESE STANDARDS INDICATE A NOTE REFERENCE	
CL.	CLASS			OSHA	OCCUPATIONAL AND SAFETY HAZARD ASSOCIATION					
CMP	CORRUGATED METAL PIPE			R	RADIUS					
COMP.	COMPACTED or COMPACTION			R/W	RIGHT-OF-WAY					
CONC.	CONCRETE			SPEC.	SPECIFICATION			EARTH		
D.I.	DUCTILE IRON			STA.	STATION					
DIA.	DIAMETER			SL.	SLOPE					
I.D.	INSIDE DIAMETER			THK.	THICK					
FLG.	FLANGE			TYP.	TYPICAL			PAVEMENT		
G.V.	GATE VALVE			WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION					



Notes:

1. This street section should be used as the minimum standard for all streets not classified as Collector or Arterial, or under conditions in which the Standard Drawing for Alternate Local Street (36' Street) is not used. Engineering plans for subdivisions must specify on which side of street parking will be allowed.
2. The ten foot (10') wide green strip may be narrowed to a minimum width of five feet (5') in areas of excessive cuts and fills, as approved by City Engineer.
3. Center streets in platted right-of-way, unless approved otherwise by the City Engineer. Additional right-of-way shall be required as necessary to accommodate topography, utilities, or other needs as determined by the City Engineer.
4. Compact all subgrade and base aggregate to 95% of AASHTO T99 max. proctor density.
5. Seed all roadside backfill and excavations as per Standard Specifications.
6. Wider platted rights-of-way allow narrower easements, proportionately. Additional easement may be required as necessary.
7. Maximum street centerline profile grade shall equal 10.0% or as approved by the City Engineer.
8. Subgrade underdrain systems are required in inherently "wet" areas, as specified by the Engineer, see Standard Drawing for Subsurface Drainage.
9. Tree selection and planting shall comply with the City's Arboricultural Standards and Specification Guide.
10. This dimension shall be four feet (4') where standard franchise utility pedestals (excluding transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
11. All signs to be furnished and installed by 'Developer.' Signs and installation to be in accordance with M.U.C.D.

REVISIONS	
DATE	DESCRIPTION
2-4-2021	Switched sheets 1a and 1b

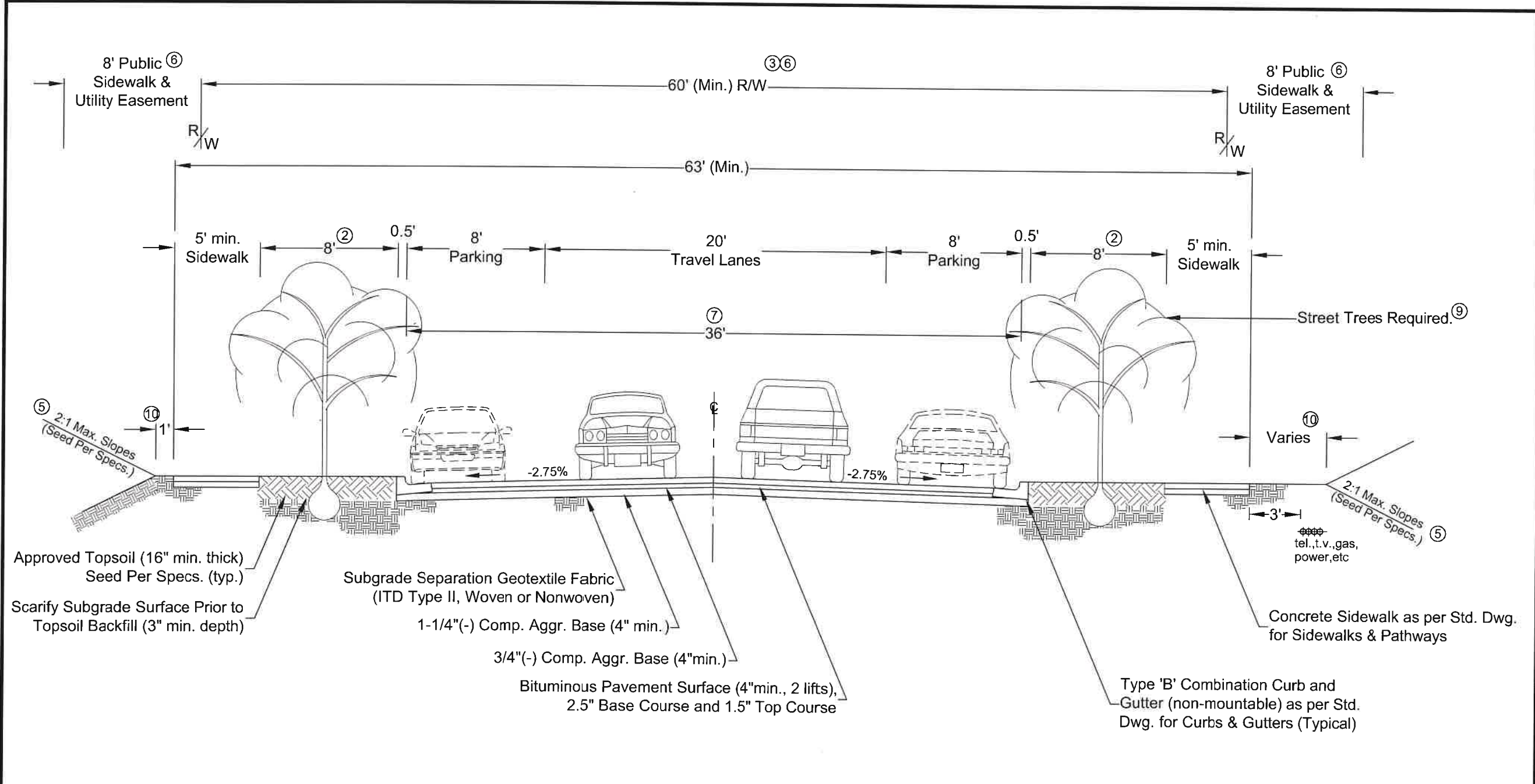
PROFESSIONAL ENGINEER
LICENSED
14816
3-2-21
STATE OF IDAHO
BRIAN SCOTT

DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-31-2014
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**Local Street
(28' Street)**

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:
1a



Notes:

1. This alternate street section can be used for all streets not classified as Collector or Arterial.
2. The eight foot (8') wide green strip may be narrowed to a minimum width of five feet (5') in areas of excessive cuts and fills, as approved by City Engineer.
3. Center streets in platted right-of-way, unless approved otherwise by the City Engineer. Additional right-of-way shall be required as necessary to accommodate topography, utilities, or other needs as determined by the City Engineer.
4. Compact all subgrade and base aggregate to 95% of AASHTO T99 max. proctor density.
5. Seed all roadside backfill and excavations as per Standard Specifications.
6. Wider platted rights-of-way allow narrower easements, proportionately. Additional easements may be required as necessary.
7. Maximum street centerline profile grade shall equal 10.0% or as approved by the City Engineer.
8. Subgrade underdrain systems are required in inherently "wet" areas, as specified by the City Engineer, see Standard Drawing for Subsurface Drainage.
9. Tree selection and planting shall comply with the City's Arboricultural Standards and Specification Guide.
10. This dimension shall be four feet (4') where standard franchise utility pedestals (excluding transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).

REVISIONS	
DATE	DESCRIPTION
2-4-2021	Switched sheets 1a and 1b

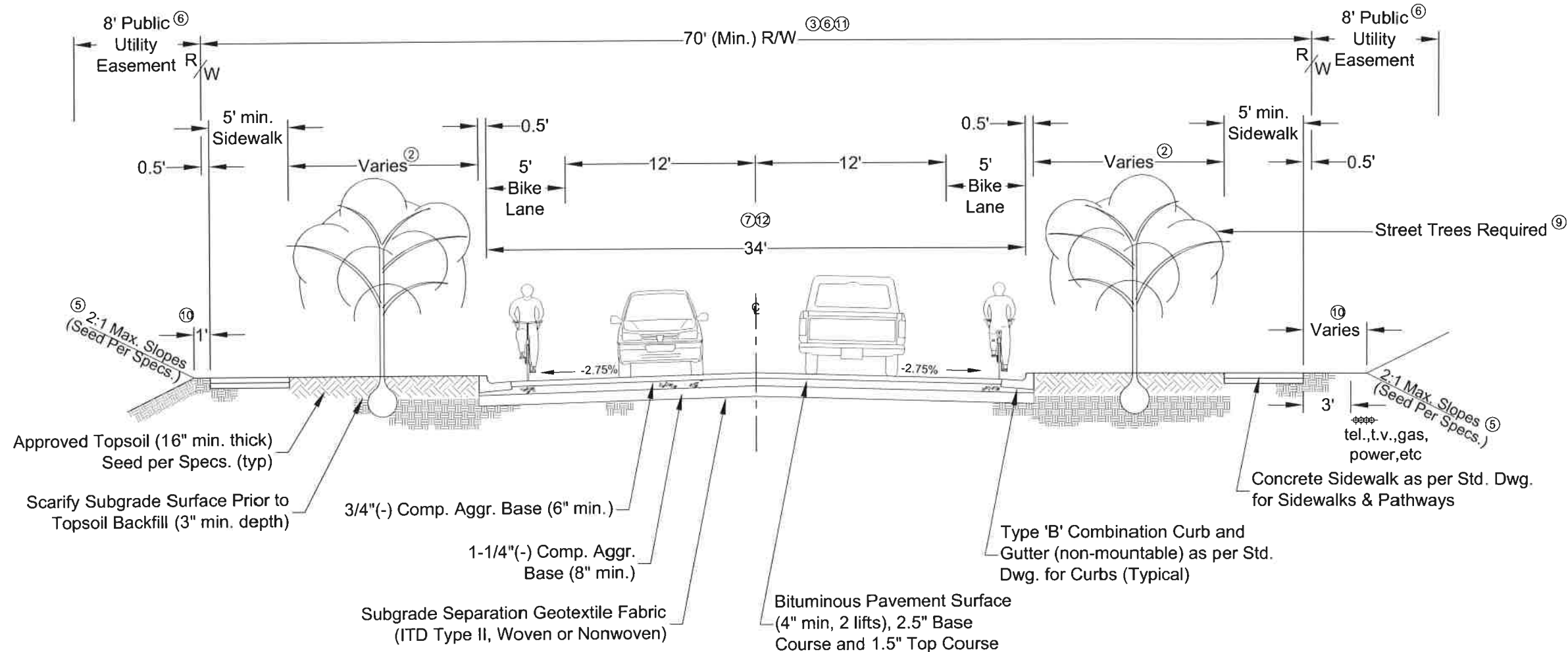
PROFESSIONAL ENGINEER
LICENSED
14816
3-2-21
STATE OF IDAHO
BRIAN SCOTT

DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-31-2014
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**Alternate Local Street
(36" Street)**

CITY OF MOSCOW
ENGINEERING DEPARTMENT

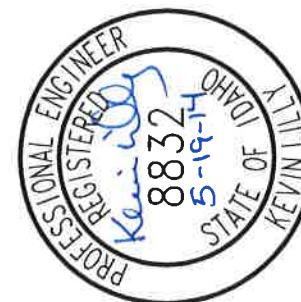
DRAWING NUMBER:
1b



Notes:

1. This street section shall be used as a minimum standard for Collector class streets in all zones or for other high volume Collector streets where on-street parking is not considered essential and future travel lanes are not anticipated.
2. The green strip may be narrowed to a minimum width of five feet (5') in areas of excessive cuts and fills, as approved by City Engineer.
3. Center streets in platted right-of-way, unless approved otherwise by the City Engineer. Additional right-of-way width shall be required as necessary to accommodate topography, utilities, turn lanes, roundabouts, signalized intersections, or other needs as determined by the City Engineer. Additional right-of-way required for transit stops at Minor Arterial and Collector intersections or every thousand feet (1000').
4. Compact all subgrade and base aggregate to 95% of AASHTO T99 max. proctor density.
5. Seed all roadside backfill and excavations as per Standard Specifications.
6. Wider platted rights-of-way allow narrower easements, proportionately. Additional easements may be required as necessary.
7. Maximum street centerline profile grade shall equal 10.0% or as approved by the City Engineer.
8. Subgrade underdrain systems are required in inherently "wet" areas, as specified by the City Engineer, see Standard Drawing for Subsurface Drainage.
9. Tree selection and planting shall comply with the City's Arboricultural Standards and Specification Guide.
10. This dimension shall be four feet (4') where standard franchise utility pedestals (no transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
11. On-street parking (9' width for Residential and 10' width for Collector/Industrial) is optional in this road standard. If included on one or both sides, then additional right-of-way shall be required (see Standard Drawing for Collector Parking Detail).
12. A center median is an option in this road standard. Minimum planter width shall be seven feet (7') with curbs on each side. Travel lanes adjacent to median shall be increased two feet (2') in width. Additional ROW shall be required to accommodate the median, curbs, and additional lane widths.
13. Collector streets in Commercial and Industrial zones shall be subject to access control.

REVISIONS	
DATE	DESCRIPTION



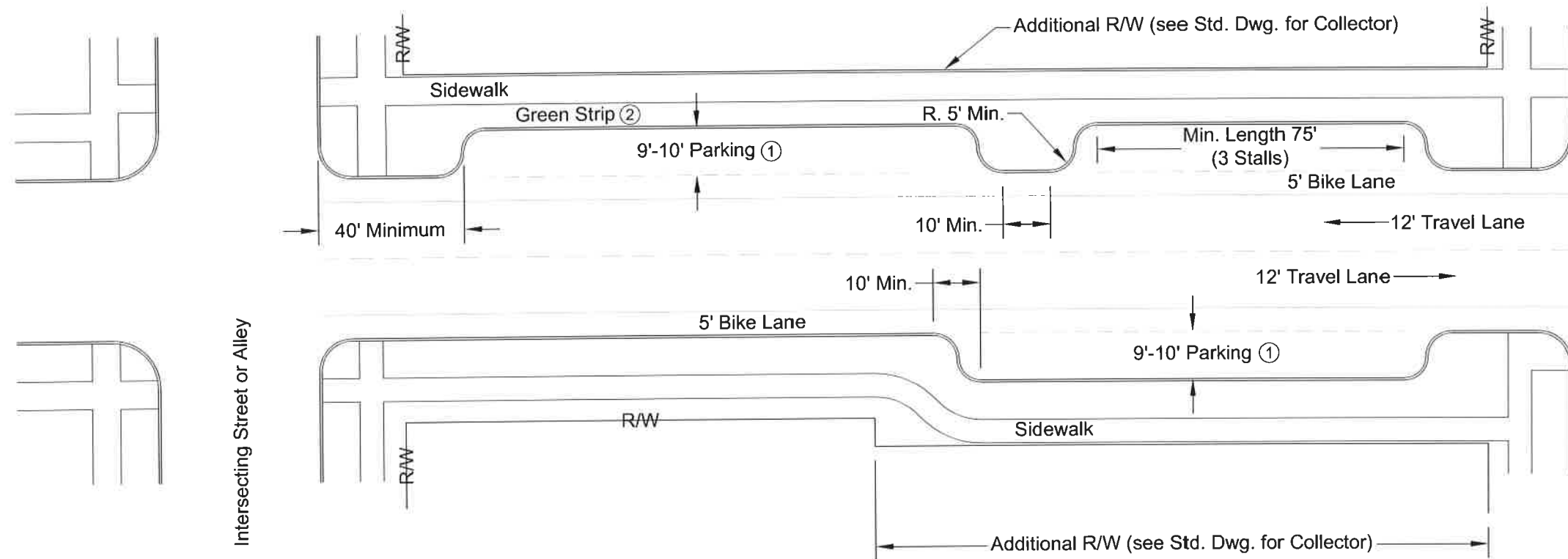
DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-31-2014
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Collector

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

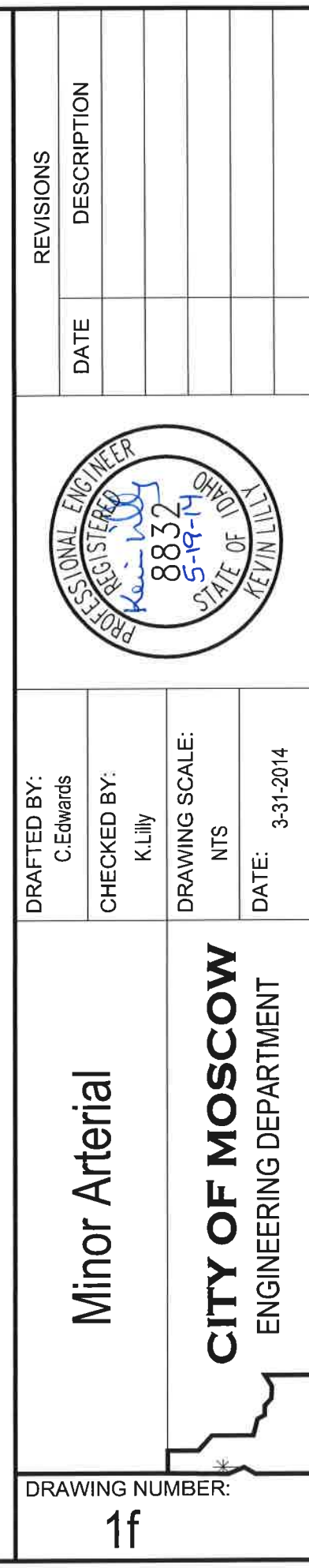
1c

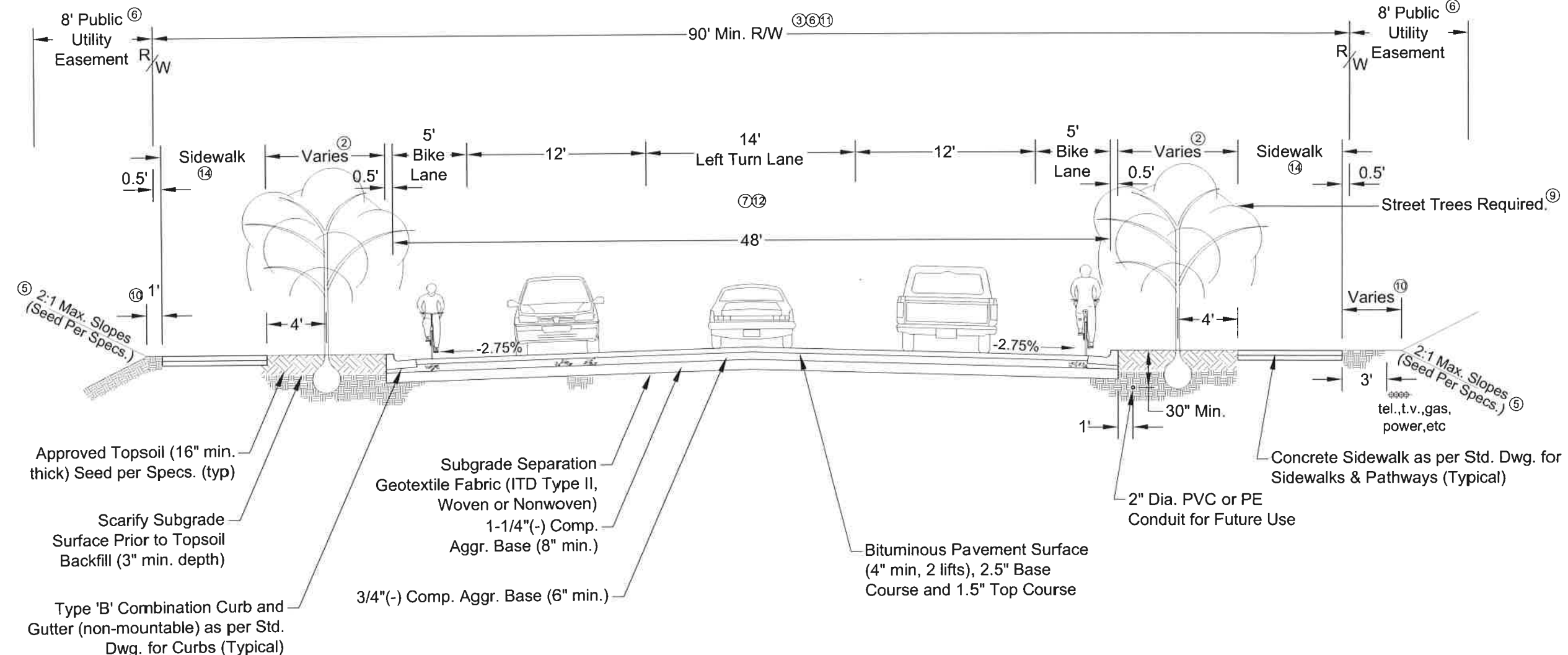


Notes:

1. Parking on Collector streets shall be a minimum of nine feet (9') wide in Residential zones and ten feet (10') wide in Commercial and Industrial zones.
2. The green strip may be narrowed to a minimum width of five feet (5') in areas of excessive cuts and fills, as approve by the City Engineer.

Collector Parking Detail		CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: C. Edwards CHECKED BY: K. Lilly DRAWING SCALE: NTS DATE: 2-25-2014	REVISIONS	
				DATE	DESCRIPTION
DRAWING NUMBER: 1e					





Notes:

1. This street section shall be used as a minimum standard for Minor Arterial class streets in all zones.
2. The green strip may be narrowed to a minimum width of eight feet (8') to accommodate bus pull-outs, additional lanes, and other needs, as approved by City Engineer.
3. Center streets in platted right-of-way, unless approved otherwise by the City Engineer. Additional right-of-way width shall be required as necessary to accommodate topography, utilities, turn lanes, roundabouts, signalized intersections, or other needs as determined by the City Engineer. Additional right-of-way required for transit stops at Minor Arterial and Collector intersections or every thousand feet (1000').
4. Compact all subgrade and base aggregate to 95% of AASHTO T99 max. proctor density.
5. Seed all roadside backfill and excavation as per Standard Specifications.
6. Wider platted rights-of-way allow narrower easements, proportionately. Additional easements may be required.
7. Maximum street centerline profile grade shall equal 10.0% or as approved by the City Engineer.
8. Subgrade underdrain systems are required in inherently "wet" areas, as specified by the City Engineer, see Standard Drawing for Subsurface Drainage.
9. Tree selection and planting shall comply with the City's Arboricultural Standards and Specification Guide.
10. This dimension shall be four feet (4') where standard franchise utility pedestals (no transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
11. On-street parking (9' width for Residential and 10' width for Collect/industrial) is optional in this road standard. If included on one or both sides, additional right-of-way shall be required.
12. A center curbed median is an option in this road standard. Minimum median planter width shall be ten feet (10') for Residential and eleven feet (11') for Commercial/Industrial with curbs on each side. Travel lanes adjacent to median shall be increased two feet (2') in width. Additional right-of-way shall be required to accommodate the median, curbs, and additional lane widths.
13. Minor Arterial streets shall be subject to access control. No residential driveways shall be permitted.
14. Minimum sidewalk widths shall be six feet (6') in Residential zones and eight feet (8') in Commercial and Industrial zones. Back of sidewalk to be at the right-of-way line.

REVISIONS	
DESCRIPTION	DATE

PROFESSIONAL ENGINEER
KEVIN LILLY
8832
5-19-14
STATE OF IDAHO

DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-31-2014
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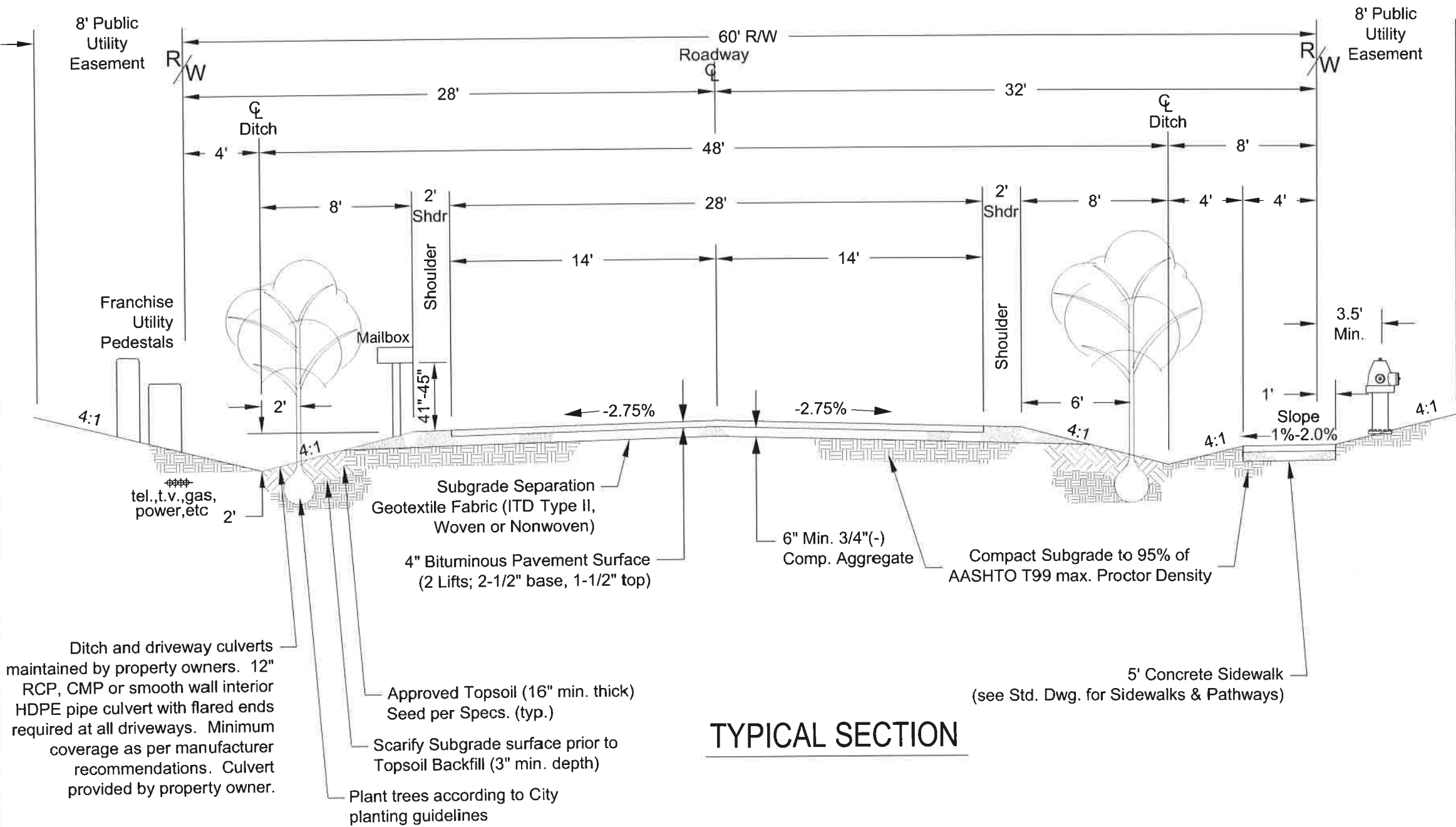
**Minor Arterial
With Left Turn Lane**

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:
1g

NOTES:

1. No parking allowed on either side of street.
2. Use of this street standard shall be limited to areas with low potential for "pass through" traffic and shall not conflict with or hinder the public street system configuration and logical extensions.

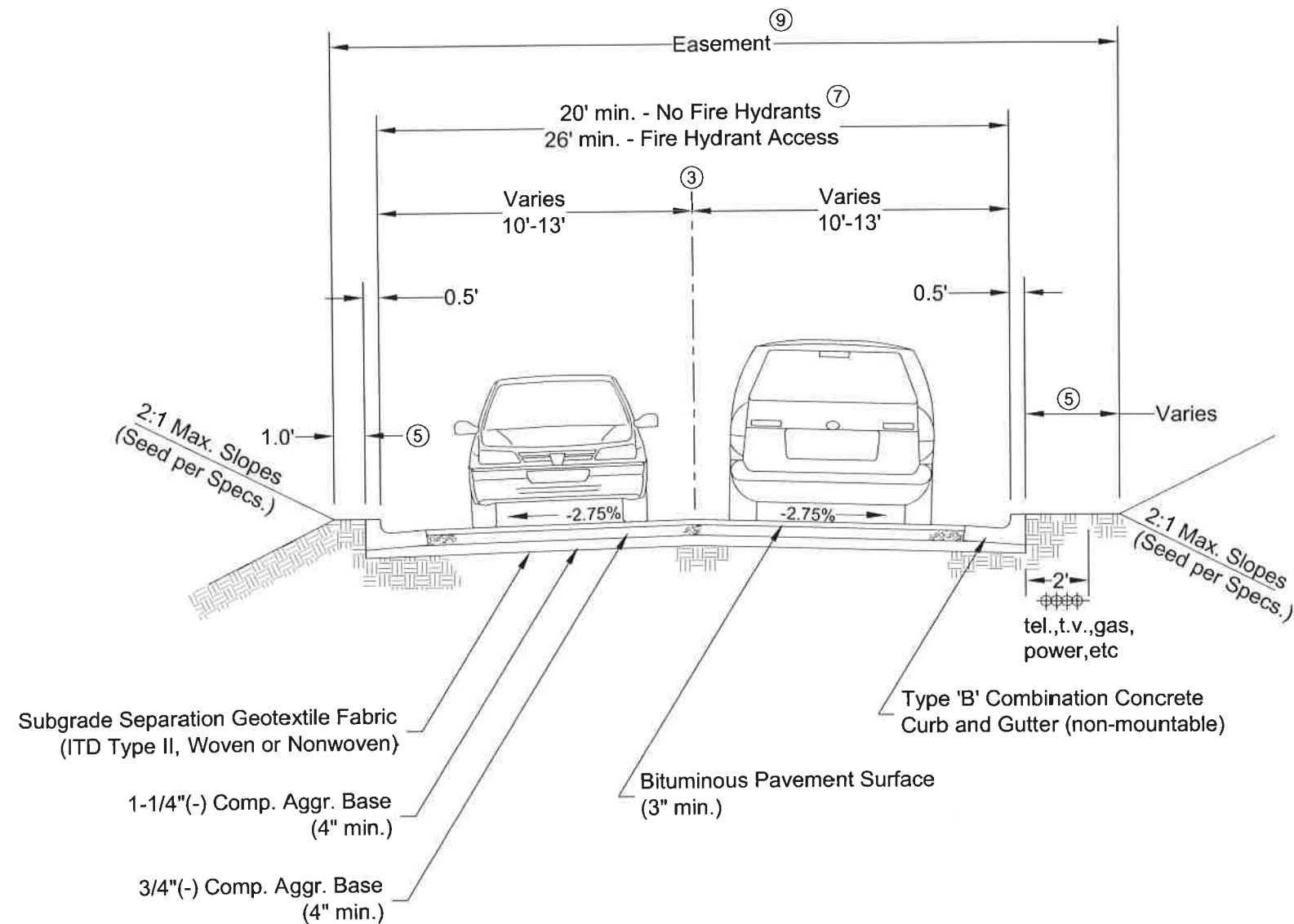


REVISIONS	DESCRIPTION	
	DATE	
SIGNED AND DATED		
DRAFTED BY:	K.Kipp / C.Edwards	CHECKED BY:
		K.Lilly
DRAWING SCALE:	NTS	DATE:
		2-26-2014
LARGE LOT SUBDIVISION STREET STANDARD		
CITY OF MOSCOW ENGINEERING DEPARTMENT		
DRAWING NUMBER:		
1h		

1. No parking allowed on either side of alley.
2. "No Parking in Alley" signage to be installed by developer in accordance with MUTCD and City Specifications if required by City Engineer.
3. Drainage system required as approved by the City Engineer.
4. Geotechnical Engineering assessment of soil conditions may be required by City Engineer to determine if additional asphalt pavement and aggregate base depth will be required.
5. Truncated domes are required at sidewalk crossings of public alleys.



PUBLIC ALLEY CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: C. Edwards	SIGNED AND DATED 	REVISIONS	
	CHECKED BY: K. Lilly		DATE	DESCRIPTION
	DRAWING SCALE: NTS			
	DATE: 3-5-2014			
DRAWING NUMBER: 2				



NOTES:

1. Compact all subgrade and aggregate base to 95% of AASHTO T99 max. proctor density.
2. Seed all roadside backfill and excavations as per specifications.
3. Maximum centerline profile grade equals 10.0% or as approved by the City Engineer. Additional easements may be required as necessary.
4. Subgrade underdrain systems are required in inherently "wet" areas, as specified by the Engineer.
5. This dimension shall be four feet (4') where standard franchise utility pedestals (no transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
6. Sidewalks, vehicular cuts/cuts/approaches, and pedestrian drops shall comply with City Standards where required and installed.
7. Designated fire lanes shall be signed for no parking and curbs (if present) shall be painted yellow. Additional width may be required for Fire Department access.
8. Gates shall not be permitted.
9. Public utility and franchise utility easements shall be provided per City Standards for utilities within the roadway area.
10. Private streets shall be limited in use to Planned Unit Developments (PUD) and shall not conflict with or hinder the public street system configuration and logical extensions. Private streets shall not promote "pass through" traffic between public streets.
11. Sidewalks or other pedestrian pathways shall be installed if required by the PUD process and shall be a minimum of five feet (5') in width.
12. City shall not provide any maintenance, repair, or snow removal on private streets.
13. A street light shall be installed at each intersection of a private street with a public street per the Residential Street Lighting Standard Drawing.
14. Vertical and horizontal alignment of private streets shall meet the requirements for Fire Department access as per the International Fire Code.

REVISIONS	
DATE	DESCRIPTION



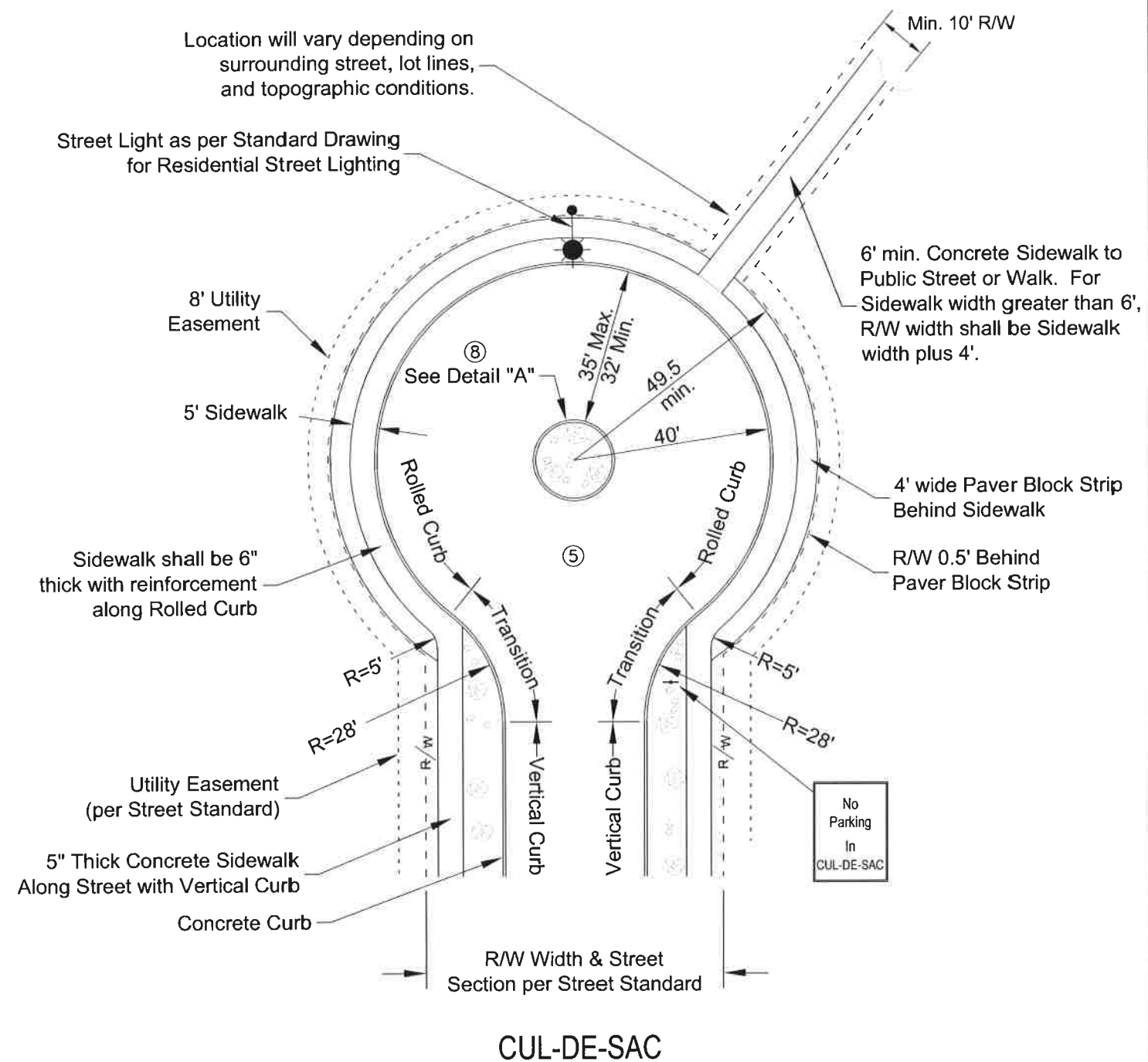
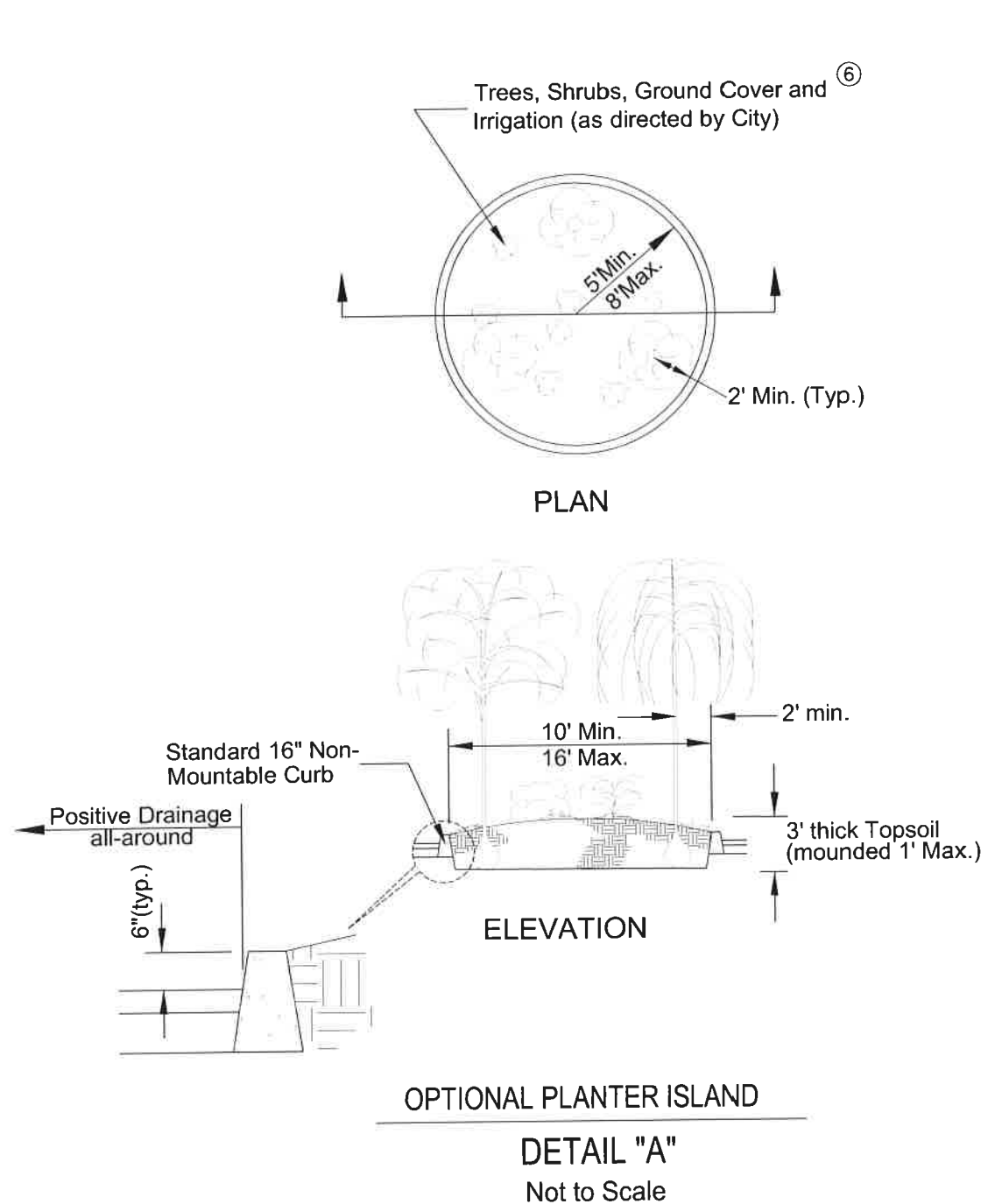
DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 2-26-2014
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PRIVATE STREETS

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

3



NOTES:

1. Use of cul-de-sac and 'dead end' streets shall be limited to promote street connectivity and emergency vehicle access. Cul-de-sacs shall only be allowed when topographic conditions or other factors prohibit reasonable extension of the street.
2. Center cul-de-sacs and turnarounds in platted right-of-way unless otherwise approved by the City Engineer.
3. All signs to be furnished and installed by 'Developer'. Signs and installation to be in accordance with MUTCD and City Specifications.
4. Tree selection and planting shall comply with the City's Arboricultural Standards and Specification Guide.

5. All cul-de-sacs to be constructed with a minimum of 1.0% sloping surface to drain.
6. All curb radii dimensions are measured as per the Standard Drawing for Curbs.
7. Seed all cut/fill slopes and green strips per city specifications.
8. Installation of optional Planter Island as per approval by the City Engineer.
9. 'Not A Through Street' sign required at the entrance of cul-de-sac streets.
10. No utility poles, lights standards, mailboxes, fire hydrants, or other vertical features allowed in sidewalk or paver block strip within cul-de-sac.
11. Geotechnical Engineering assessment of soil conditions may be required by City Engineer to determine if additional asphalt pavement and aggregate base depth will be required.

REVISIONS	
DATE	DESCRIPTION

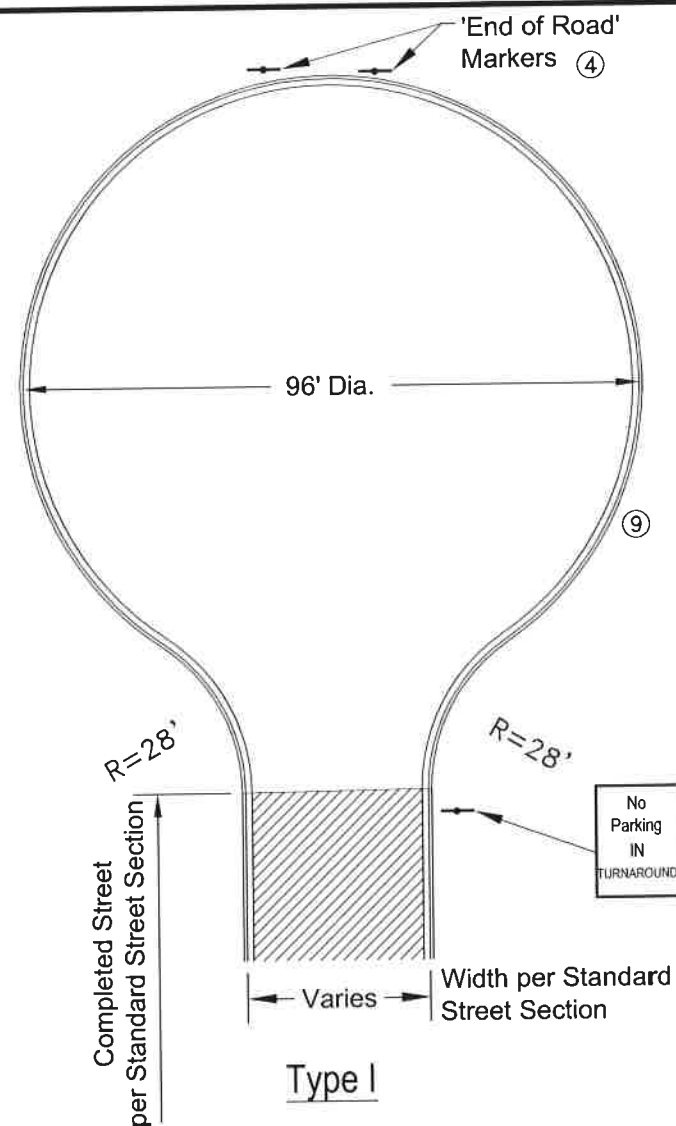
DRAFTED BY: K.Kipp / C.Edwards	CHECKED BY: K.Lilly	DRAWING SCALE: NTS	DATE: 2-26-2014
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CUL-DE-SAC DETAILS

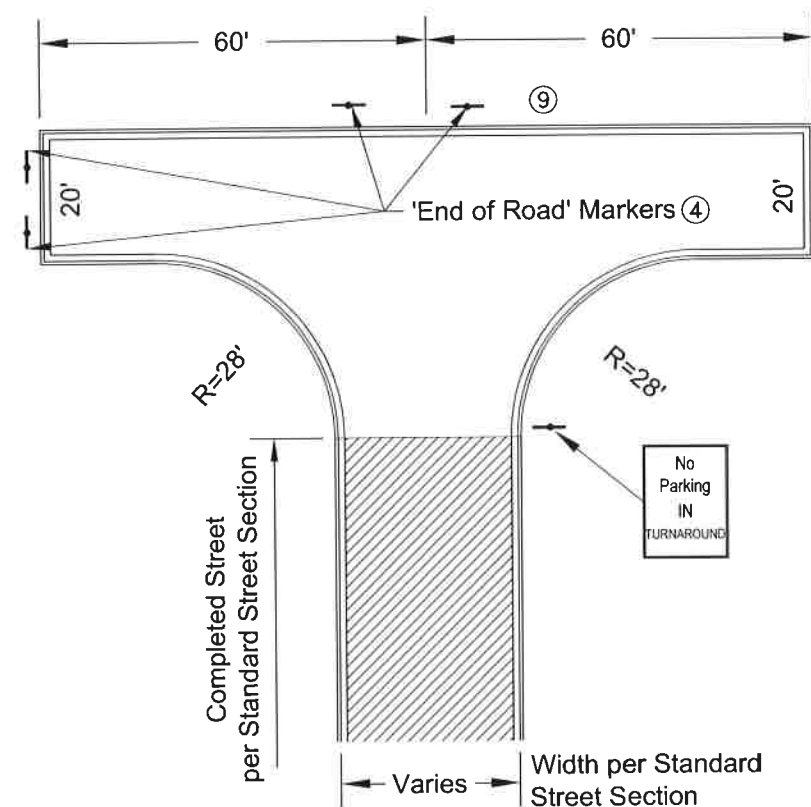
CITY OF MOSCOW

ENGINEERING DEPARTMENT

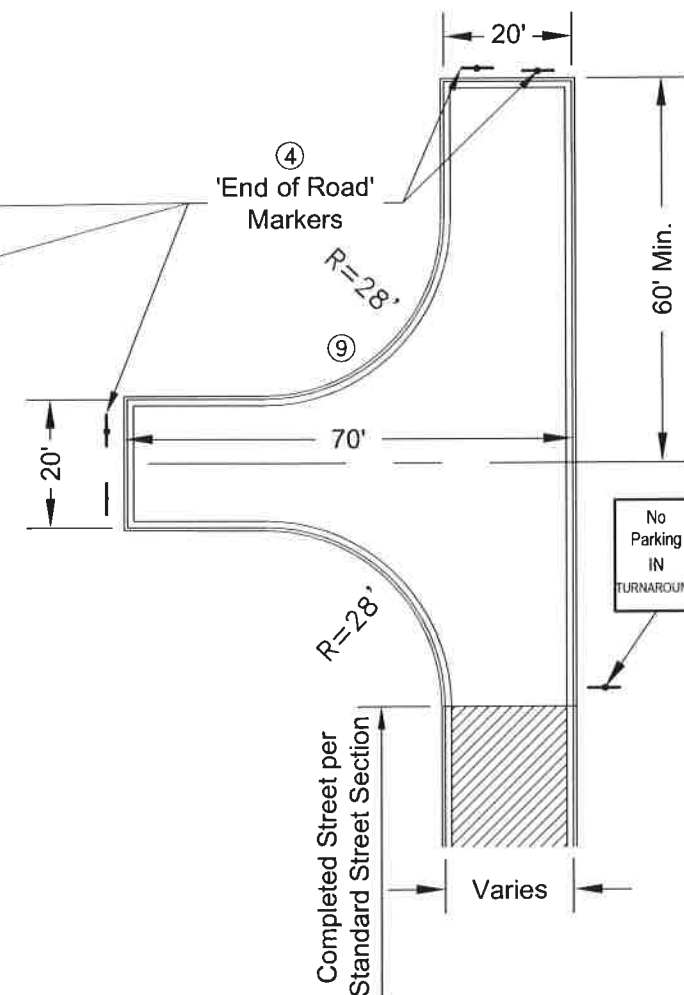
DRAWING NUMBER:
4



Type I



Type II

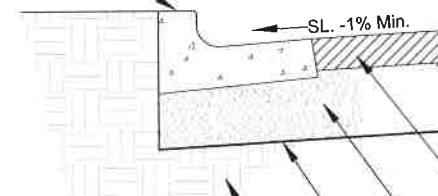


Type III

NOTES:

- Other configurations may be approved by the City Engineer and Fire Marshal; basic dimensional criterion shown herein must be satisfied.
- Temporary easements must be granted for those portions of temporary turnarounds outside of platted public utility easements and rights-of-way.
- Temporary turnarounds may be designed to include driveways; public easement required.
- 'End of Roadway' markers per Standard Drawing for End of Road Marker & Dead End Signs must be placed as shown.
- All signs to be furnished and installed by 'Developer.' Signs and installation to be in accordance with MUTCD and City Specifications.
- One street light required. Locate as per Standard Drawing for Residential Street Lighting.
- Temporary turnarounds with steep embankments exceeding three feet (3') in height must have guardrail or barrier protection; as required and/or approved by the City Engineer.
- Temporary turnarounds shall be designed to provide a minimum drainage slope of 1% to an approved public storm drainage system; including catch basins and piping, as required.
- Curb, Type 'B' required all-around or as approved by the City Engineer.

Type 'B' Curb



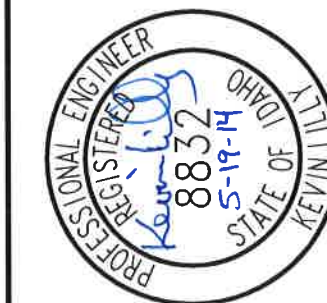
Typical Section

4" Min. Thick Bituminous Pavement Surface in 2 lifts, 2.5" Base Course and 1.5" Top Course

8" of 3/4"(-) Base Aggr. (95% Compaction)

Subgrade Separation Geotextile Fabric (ITD Type II, Woven or Nonwoven)

Compact Subgrade



DRAFTED BY:
C. Edwards

CHECKED BY:
K. Lilly

DRAWING SCALE:
NTS

DATE:
3-5-2014

TEMPORARY
TURNAROUND

CITY OF MOSCOW
ENGINEERING DEPARTMENT

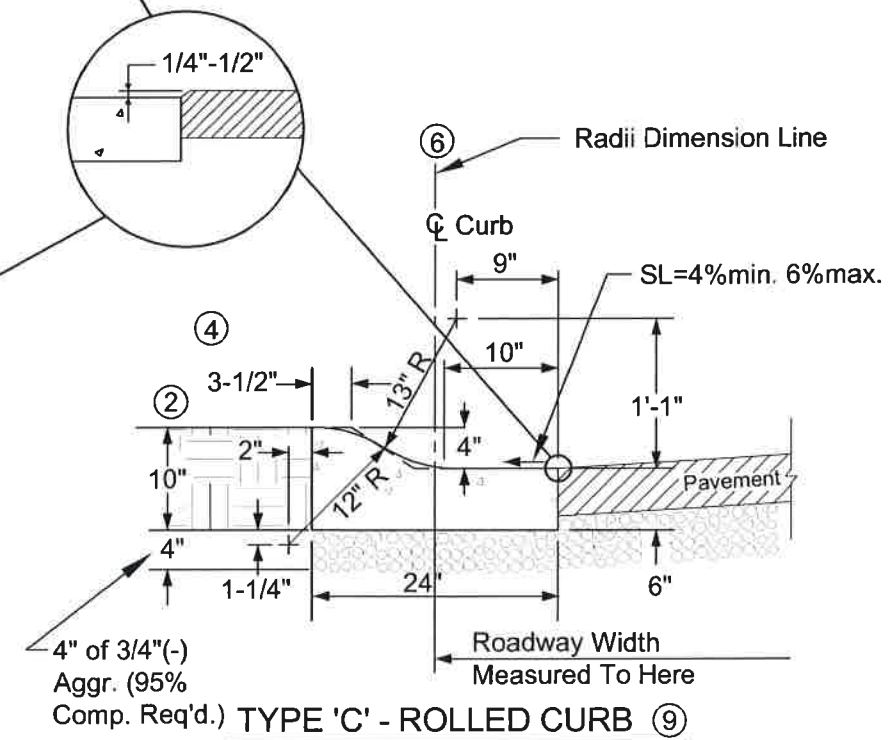
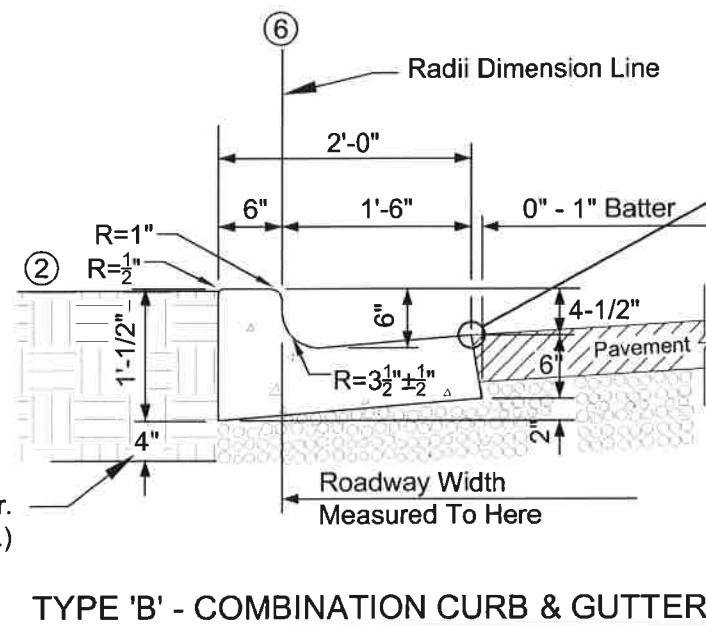
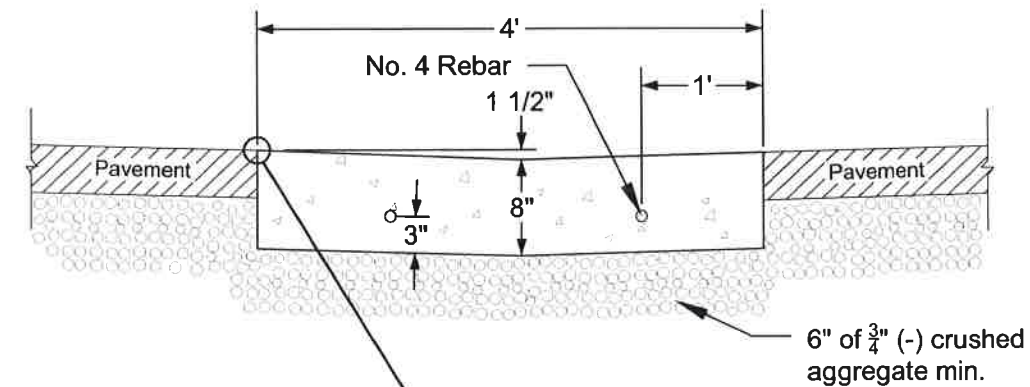
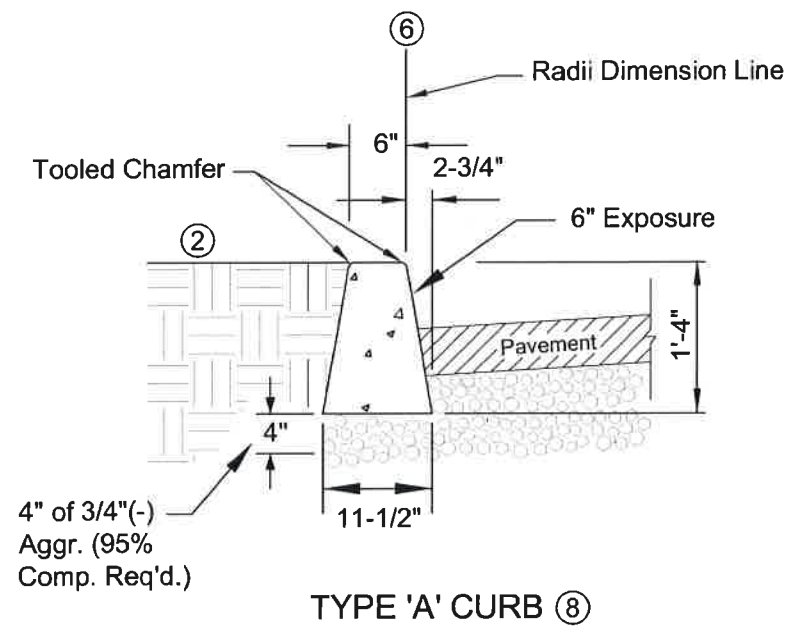
DRAWING NUMBER:

5

NOTES:

1. Replacement curb and sidewalk may be cast monolithic with prior approval of City Engineer.
2. Sidewalk to back-of-curb slope may not exceed 12:1 without City Engineer's approval.
3. Light broom finish curb parallel with the long axis of curb.
4. Rolled curb prohibited where sidewalk is adjacent to curb, unless specially allowed by the City Engineer. In areas without planter strips, sidewalks adjacent to rolled curb shall be a minimum of six inches (6") thick.
5. All curb roadway planimetric radii dimensions shall be measured to the "Radii Dimension Line" shown in the typical curb section.
6. See table for curb radii requirements. Thirty foot (30') curb radii are required where any City street intersects an Idaho Transportation Department roadway.

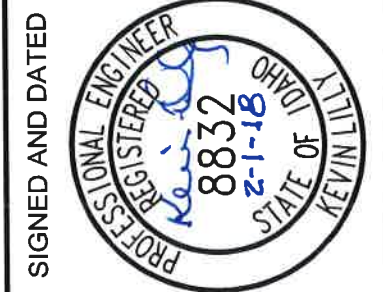
7. 'Shed' section streets require 'spill curb' on the uphill side with gutter matching street cross slope.
8. Type 'A' curb only allowed where extending or replacing existing Type 'A' Curb.
9. Type 'C' curb only allowed in cul-de-sacs and where replacing existing rolled curb.



CURB RADII REQUIREMENTS

Intersecting Street Classification	Curb Radii Dimension
Local - Local	15'
Local - Collector	15'
Local - Arterial	25'
Collector - Collector	25'
Collector - Arterial	25'
Arterial - Arterial	30'

4" Min. of 3/4" (-) Aggr. (95% Comp. Req'd.)



DRAFTED BY: C. Edwards / K. Kipp
 CHECKED BY: K. Lilly
 DRAWING SCALE: NTS
 DATE: 3-5-2014

CURBS & GUTTERS

CITY OF MOSCOW
 ENGINEERING DEPARTMENT

DRAWING NUMBER:

6

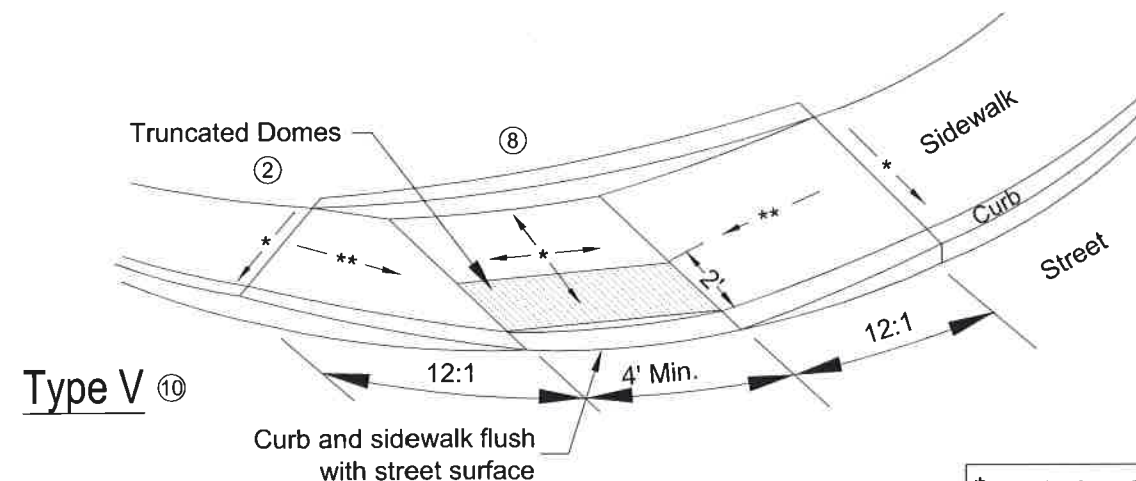
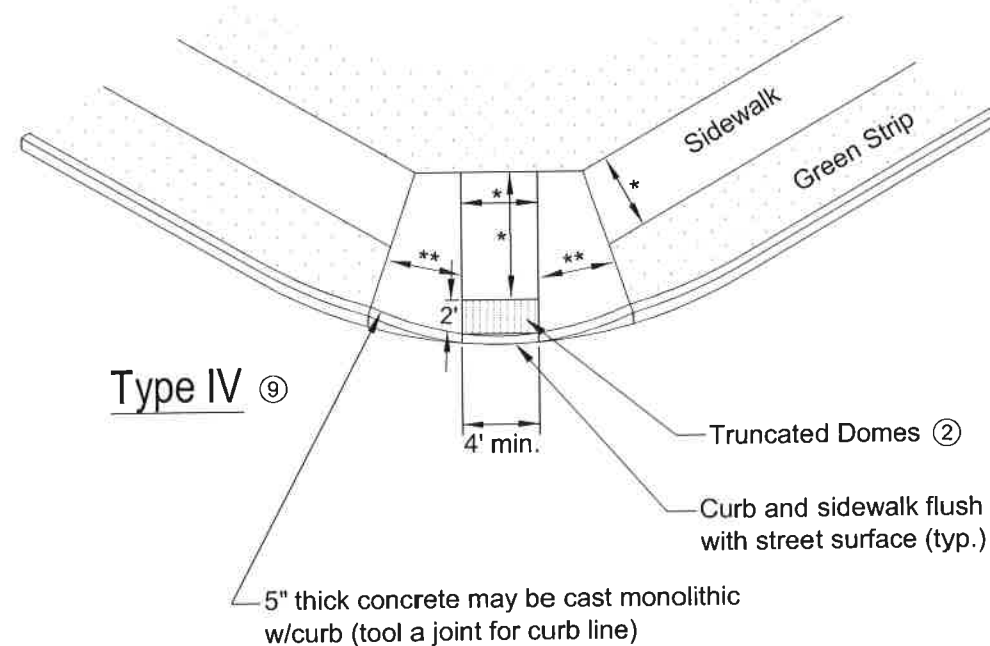
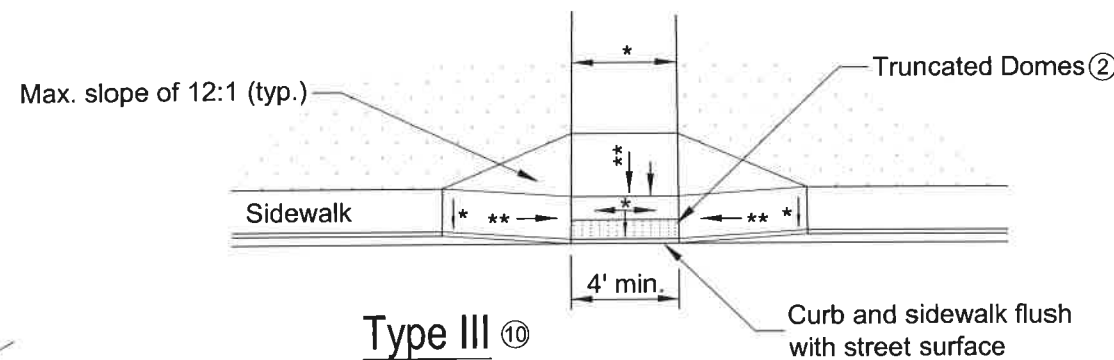
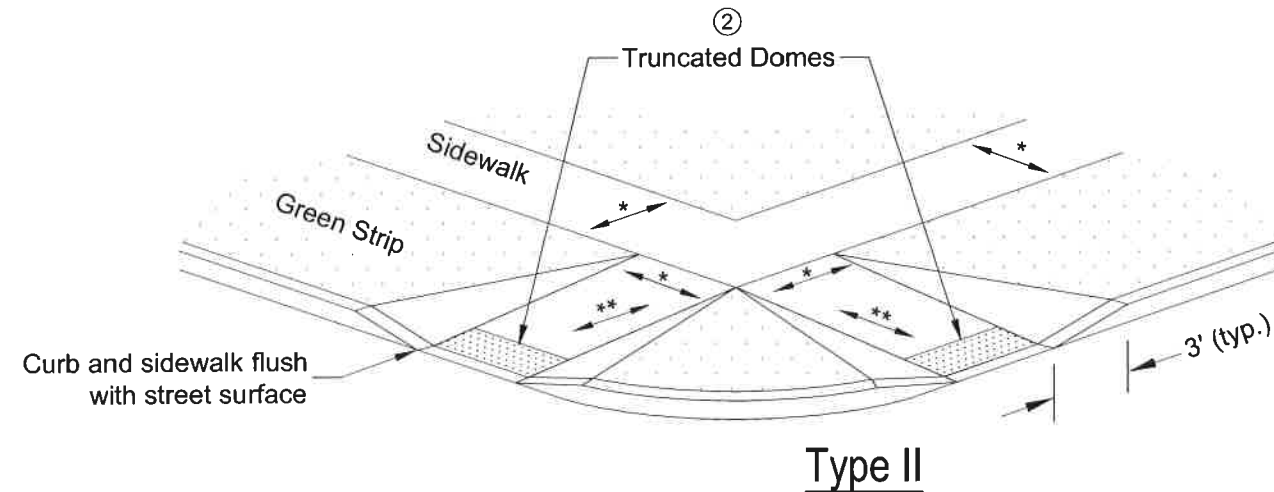
1. Minimum sidewalk widths shall be five feet (5') for local streets. For sidewalk widths for collectors and arterials, see Standard Street Section Drawings. Pathway width shall be ten feet (10') unless otherwise approved by the City Engineer.
2. Maximum cross slope of 2.0%; minimum cross slope of 1% - pathway cross slope may be 'crown' or 'shed'. Maximum sustained longitudinal grade for pathways of 5%. Pathways shall be free of humps, dips, or unnecessary curves.
3. Curb and sidewalk may be cast monolithic for repairs only with prior approval of City Engineer.
4. Slope from sidewalk to back-of-curb may not exceed 12:1 without City Engineer's approval.
5. Green strip required between curb and sidewalk width as specified in Standard Street Section Drawings. In areas of excessive cuts and fills, width may be reduced, as approved by the City Engineer.
6. Sidewalks shall be five inches (5") thick as shown on this drawing - with the following exceptions:
 - a. Sidewalks through driveways shall be six inches (6") thick and constructed per the Std. Dwg. for Driveway Approaches.
 - b. Sidewalks constructed adjacent to rolled curb shall be six inches (6") thick and reinforced as shown on this drawing.
 - c. Reinforcement as directed by City Engineer.
7. Coarse broom finish sidewalk concrete perpendicular to the long axis of sidewalk; light broom finish curb concrete parallel to the long axis of curb.
8. This dimension shall be four feet (4') where standard franchise utility pedestals (excluding transformers) are to be located and shall be six feet (6') where pedestals and an AVISTA power transformer pad is required (see Standard Drawing for Franchise Utility Details).
9. Any trees adjacent to or with branches overhanging the pathway shall be kept trimmed such that ten feet (10') of both vertical and horizontal clearance exists between any branches and the pathway. Landscape vegetation cannot overhang sidewalk.
10. If fall protection is required by code, railing should be installed with a minimum height of 42" and a minimum height of 54" for bridges. Railing style must be approved by City Engineer.
11. 'Select' native backfill shall be free of clods, roots, gravel, and other inert material and shall be neatly graded to blend with the path and the adjoining ground. Backfill shall be compacted to 90% within 2' of path edge.
12. Furnish and install drainage culverts as required and as directed by the City Engineer.



SIDEWALKS & PATHWAYS	DRAFTED BY:	C.Edwards		SIGNATURE AND DATED	
	CHECKED BY:	K.Lilly		DATE	DESCRIPTION
	DRAWING SCALE:				
	NTS				
	DATE:				
	3-5-2014				
CITY OF MOSCOW ENGINEERING DEPARTMENT					
DRAWING NUMBER: 7					

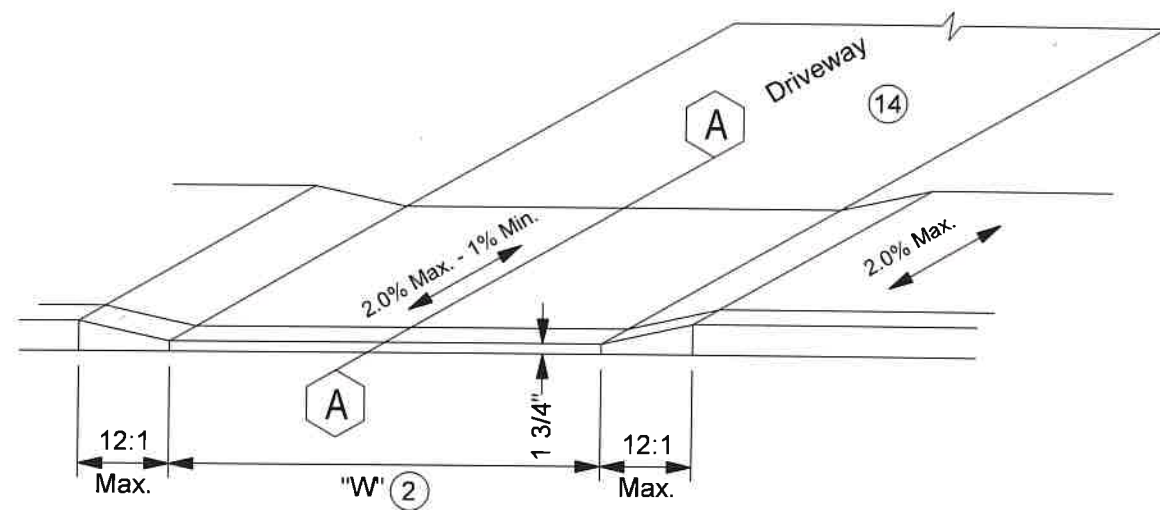
1. Moscow Standard Construction Specifications apply. Pedestrian ramps must comply with current Americans with Disability Act (ADA) Accessibility Guidelines.
2. All ramps shall be textured with Detectable Warnings, "Truncated Domes" as required by the current ADA Guidelines and as allowed by the City Engineer. The truncated domes shall extend the full width of the flush curb ramp and two feet (2') radial to back of curb. Truncated Domes shall be prefabricated plate units cast monolithic with the concrete and set flush and to manufactured specifications. Coarse broom finish the remainder of the ramp.
3. All curb roadway planimetric radii dimensions shall be measured to the 'Radii Dimension Line' shown in the typical curb sections. See Standard Drawing for Curbs & Sidewalks. Curb radii shall conform to "Curb Radii Requirements" table in Standard Drawing for Curbs & Gutters.
4. Light broom finish curbs and gutters parallel with the long axis of the curb and/or curb and gutter. Coarse broom finish sidewalks perpendicular to the long axis of sidewalk.

-

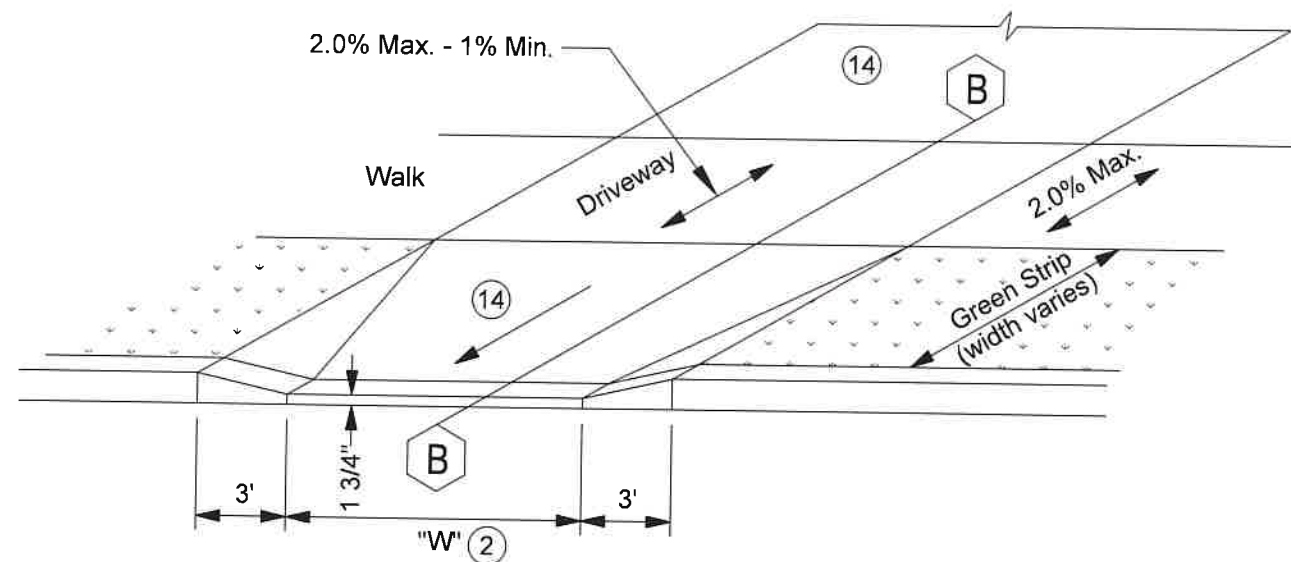
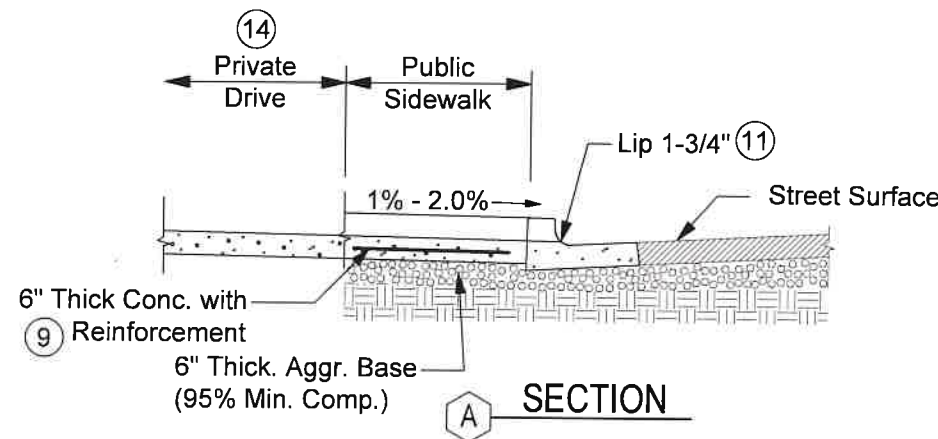


* 2.0% Max. Slope (8)
** 12:1 Max. Slope

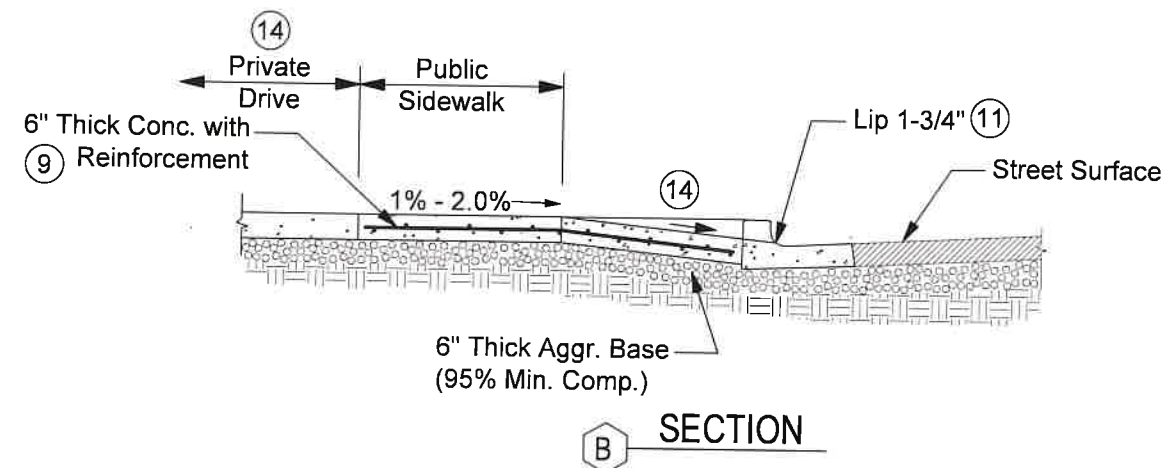
PEDESTRIAN RAMPS	DRAFTED BY: K.Kipp / B.Buvel C.Edwards	SIGNED AND DATED 	REVISIONS	
	CHECKED BY: K.Lilly		DATE	DESCRIPTION
	DRAWING SCALE: NTS			
	DATE: 3-5-2014			
CITY OF MOSCOW ENGINEERING DEPARTMENT				
DRAWING NUMBER: 8				



TYPE I



TYPE II



NOTES:

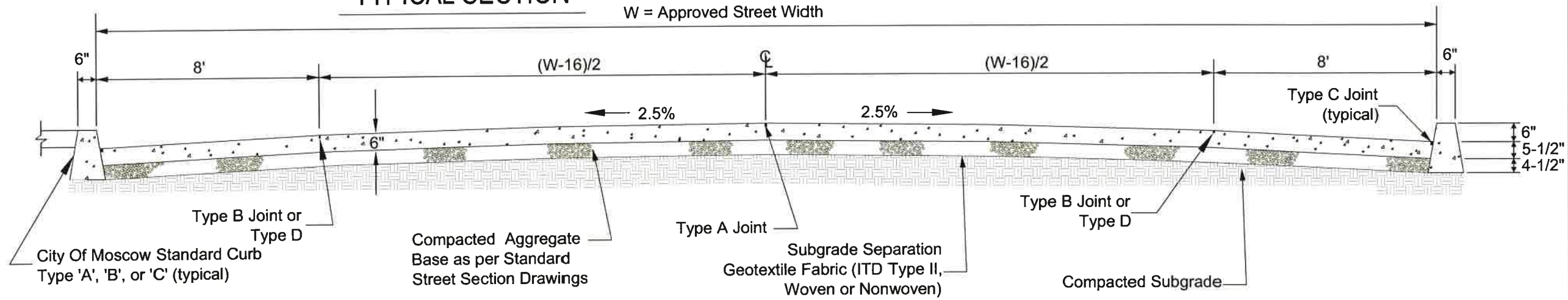
- Existing curb and sidewalk section to be removed (sawcuts required) prior to construction of vehicular approaches.
- The width "W" of a vehicle approach providing access to residential uses shall be a maximum of thirty feet (30'). Vehicle approaches providing two-way access to commercial uses shall be a maximum of forty feet (40') wide unless a wider width is deemed appropriate by the City Engineer.
- Vehicle approaches shall be located at least thirty feet (30') from the intersection of the curb line of an intersecting street.
- Approaches shall be limited to one per street frontage for each lot, with the following exceptions:
 - Two twenty foot (20') curb cuts may be permitted to commercial uses where one cut will be egress only and the other ingress only.
 - Additional approaches may be authorized by the City Engineer where, in his/her opinion, an exceptionally long street frontage or traffic conditions in the area justify such approaches.
- Truncated domes are not to be installed in sidewalk at driveways.
- A City of Moscow excavation permit is required to construct new driveways through existing curbs and sidewalks.

- Curb and sidewalk may be cast monolithic with prior approval of City Engineer. (Strike dummy joint at back of curb)
- Driveways within State of Idaho right-of-way are subject to Idaho Transportation Department standards and permits. Inquire at Moscow Engineering Department (208-883-7034).
- Reinforcement shall be 6 x 6 - W2.1 / 2.1 welded wire mesh or No. 4 rebar @ 1'-0" centers each way centered in slab.
- Forms shall be inspected by the City prior to placing concrete. No Exceptions.
- Lip height shall be 1-3/4" (plus/minus 1/4").
- Vehicle approaches per this standard required for all driveways.
- In areas with rolled curb, the number of driveways shall not exceed the number of curb cuts allowed per lot (as per Zoning Code Section 6-4).
- Allowed gradient per Driveway Grade Limitation Standard Drawing.

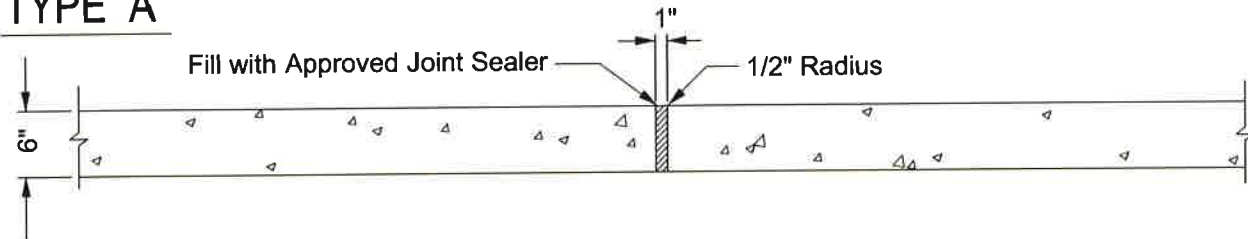
DRIVEWAY APPROACHES		DRAFTED BY: K. Kipp / C. Edwards		SIGNED AND DATED		REVISIONS	
CITY OF MOSCOW ENGINEERING DEPARTMENT		CHECKED BY: K. Lilly				DATE	DESCRIPTION
		DRAWING SCALE: NOT TO SCALE				2-4-2021	Changed driveway widths from 20' and 30' to 30' and 40'
		DATE: 3-5-2014					
DRAWING NUMBER:		9					

TYPICAL SECTION

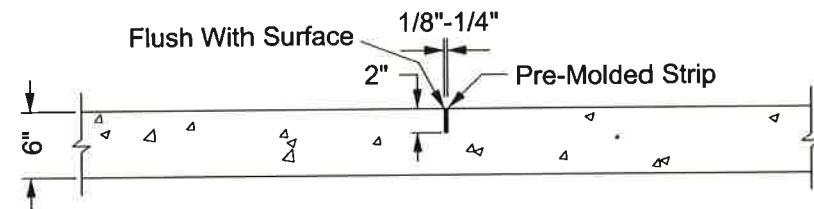
W = Approved Street Width



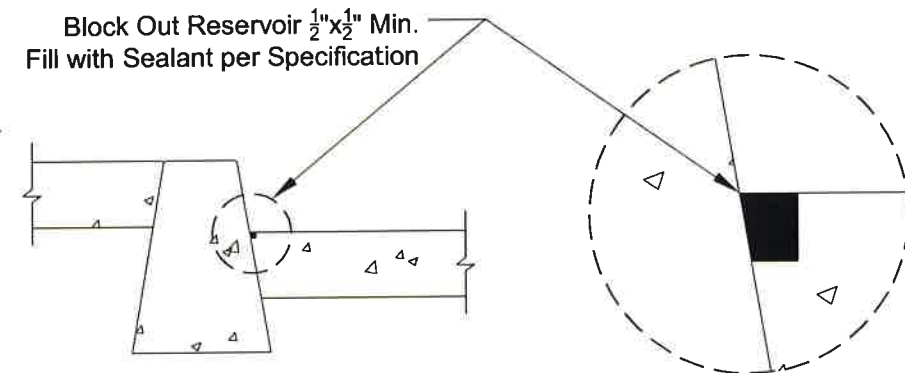
TYPE A



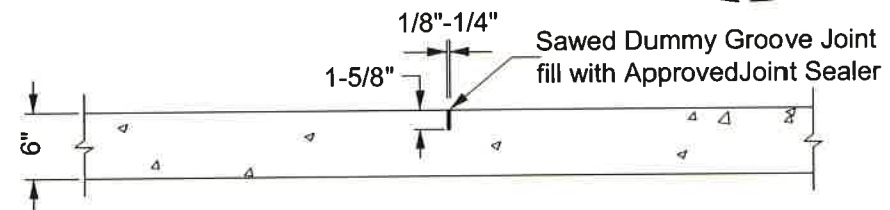
TYPE B



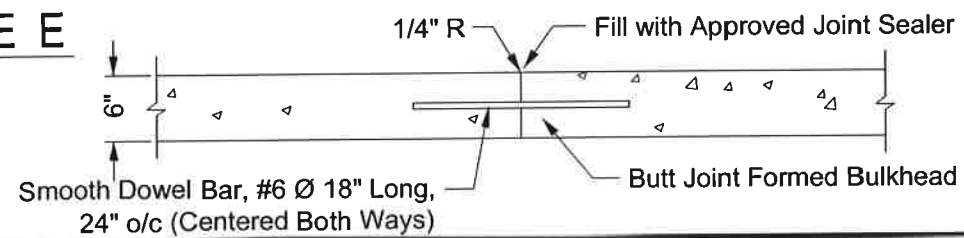
TYPE C



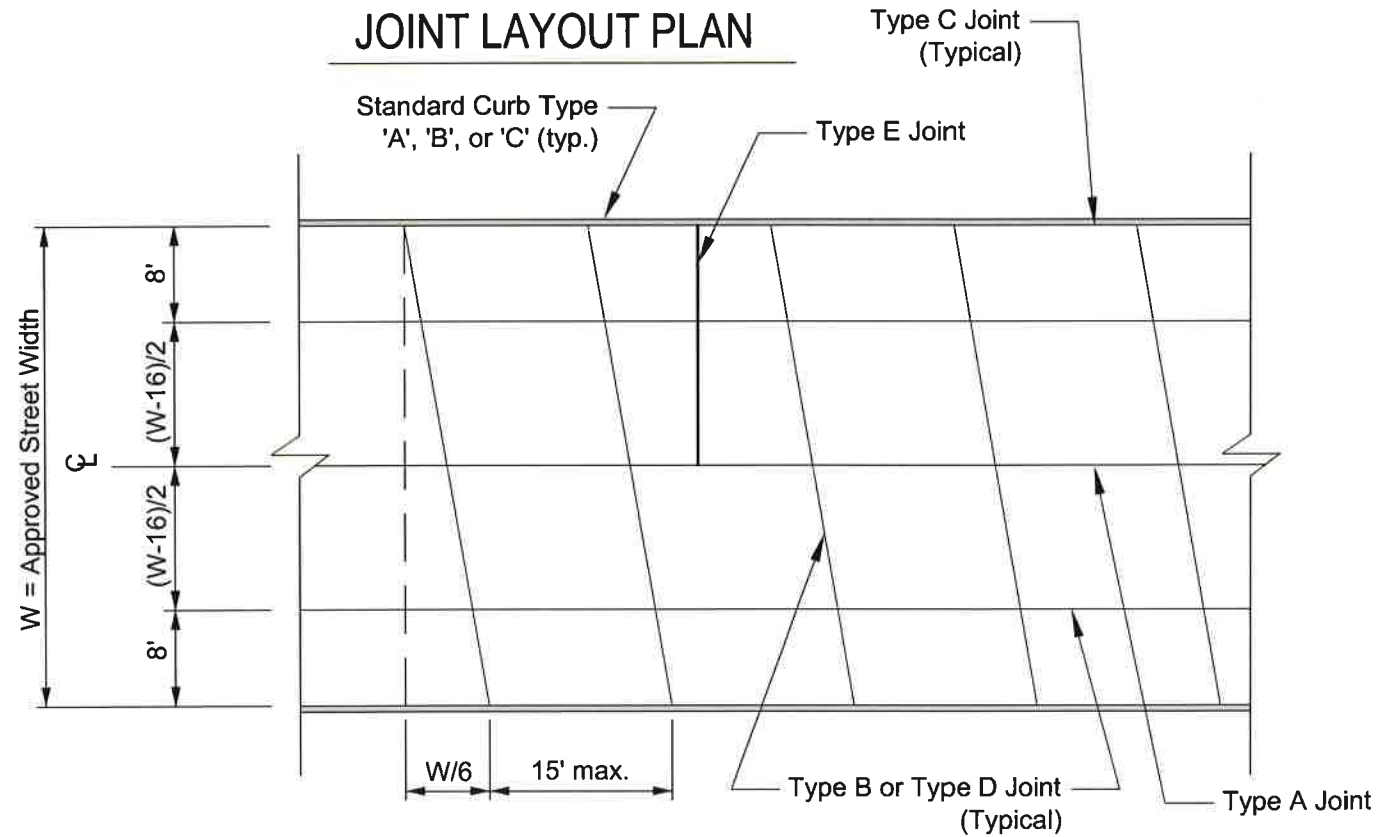
TYPE D



TYPE E



JOINT LAYOUT PLAN



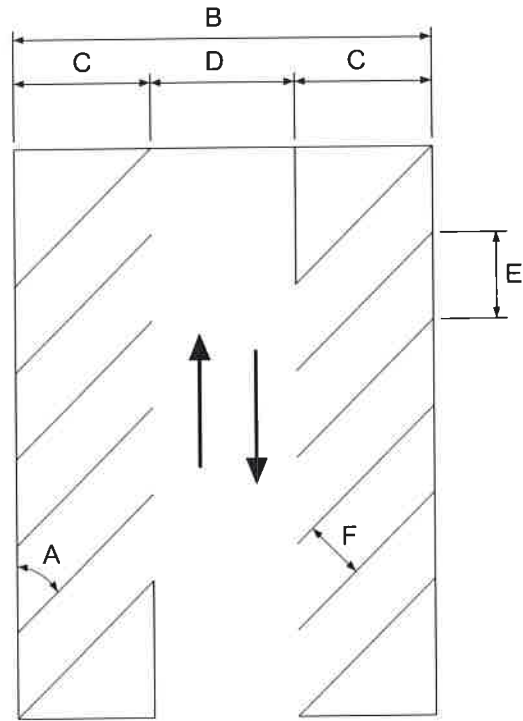
NOTE:

1. The repair of cement concrete street shall include the installation of 9" long 5/8" diameter steel dowels @ 1'-0" o/c @ mid slab, drilled and tightly driven or epoxied 4.5" into the existing slab.
2. Contractor shall submit a pavement joint pattern for entire project for approval by City Engineer.
3. When possible, manholes and other appurtenances shall be centered between joints.
4. Compact all subgrade and base aggregate to 95% of AASHTO T99 max. proctor density.
5. Cement concrete pavement allowed when approved by the City Engineer.

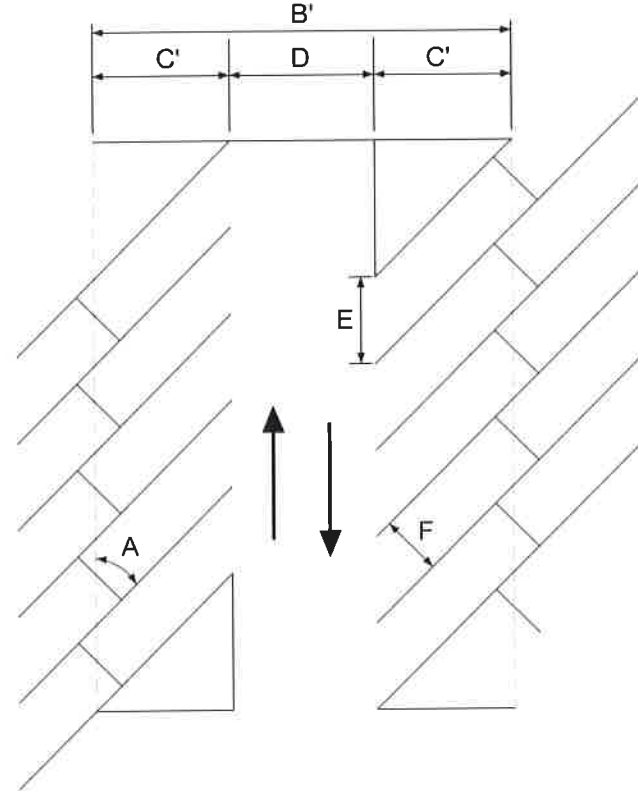
CEMENT CONCRETE PAVEMENT CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: K.Kipp / C.Edwards		SIGNED AND DATED		REVISIONS	
	CHECKED BY: K.Lilly			DATE	DESCRIPTION	
	DRAWING SCALE: NTS					
	DATE: 3-5-2014					
DRAWING NUMBER: 10						

NOTE:

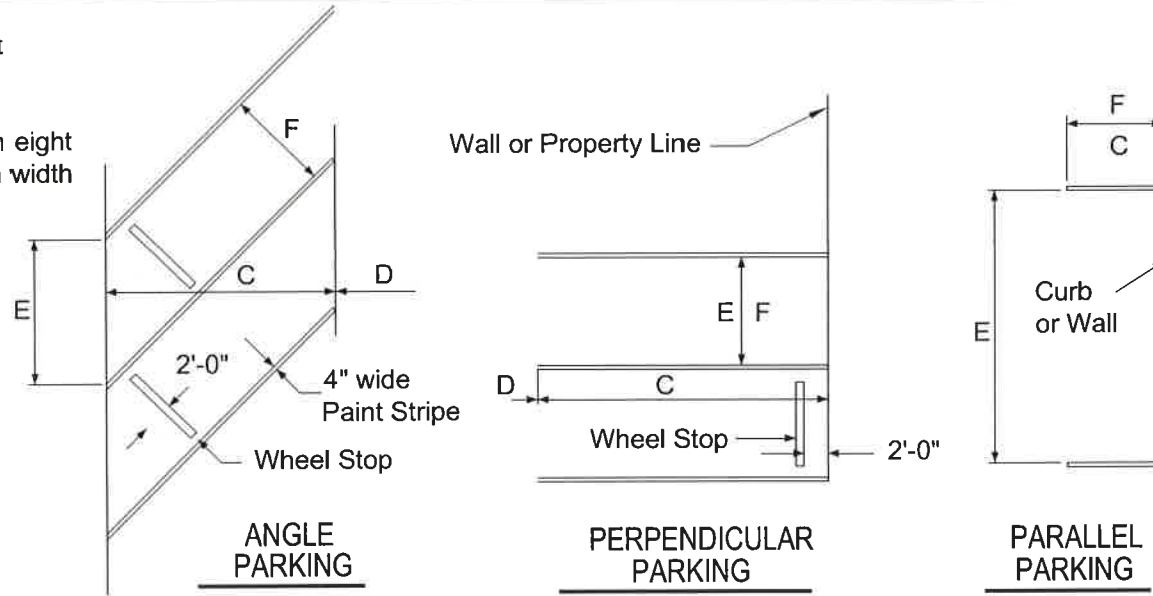
1. CITY CODE HAS PRECEDENCE OVER THIS DRAWING. Parking lots shall conform strictly to the Off-Street Parking Requirements of City Code (Title 4, Section 6-5).
2. See also ADA Standards and International Building Code for Design Accessibility.
3. Single ADA accessible vehicle spaces require a five foot (5') access aisle. Van accessible stalls shall have an eight foot (8') wide aisle width. Two (2) ADA accessible spaces may share a common access aisle with a minimum width of eight feet (8'). Spaces to be standard vehicle size.
4. Dimensions shown are minimum; user friendly lots exceed these dimensions.
5. Fire Code requirements relative to traffic aisle width have precedence over this drawing.
6. Sidewalk adjacent to curb shall slope -2.0% or -1% toward curb.



TWO-WAY TRAFFIC

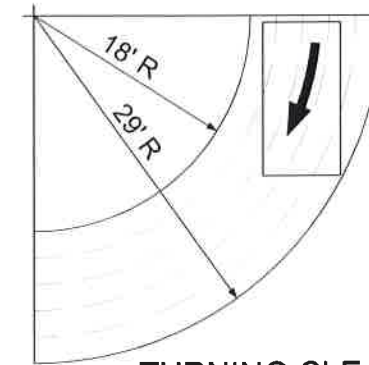


ONE-WAY TRAFFIC



Minimum Number of Accessible Parking Spaces
ADA Standards for Accessible Design 4.1.2(5)

Total Parking Spaces In Lot	Total Minimum Accessible Spaces	Spaces Requiring Van Accessible 8' Access Aisle
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	1
301 to 400	8	1
401 to 500	9	2
501 to 1000	2% of Total	
1001 and over	20 plus 1 for each 100 over 1000	1/8 of Total Minimum Accessible Spaces



TURNING CLEARANCES

A PARKING ANGLE	B PARKING SECTION WIDTH	C PARKING BANK WIDTH	D TRAFFIC AISLE WIDTH	E CURB LENGTH PER CAR	F CAR STALL WIDTH	B' PARKING SECTION WIDTH	C' PARKING BANK WIDTH
TWO WAY TRAFFIC STANDARD VEHICLES							
0°	36'	8'	20'	23'	8'		
45°	58'	19'	20'	12'	8.5'	51'	15.5'
60°	60'	20'	20'	9.8'	8.5'	55'	17.5'
90°	64'	20'	24'	9'	9'		
TWO WAY TRAFFIC COMPACT VEHICLES							
0°	35'	7.5'	20'	15'	7.5'		
45°	52'	16'	20'	10.6'	7.5'	47'	13.3'
60°	54'	16.8'	20'	8.7'	7.5'	50'	14.9'
90°	50'	15'	20'	7.5'	7.5'		
ONE WAY TRAFFIC STANDARD VEHICLES							
0°	28'	8'	12'	23'	8'		
45°	50'	19'	12'	12'	8.5'	43'	15.5'
60°	55'	20'	15'	9.8'	8.5'	50'	17.5'
ONE WAY TRAFFIC COMPACT VEHICLES							
0°	27'	7.5'	12'	15'	7.5'		
45°	44'	16'	12'	10.6'	7.5'	39'	13.3'
60°	49'	16.8'	15'	8.7'	7.5'	45'	14.9'

REVISIONS	DESCRIPTION	
	DATE	

SIGNED AND DATED



DRAFTED BY:
MAS/KWK/CEE

CHECKED BY:
K. Lilly

DRAWING SCALE:
NTS

DATE:
1-27-2012

PARKING LOT

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

11

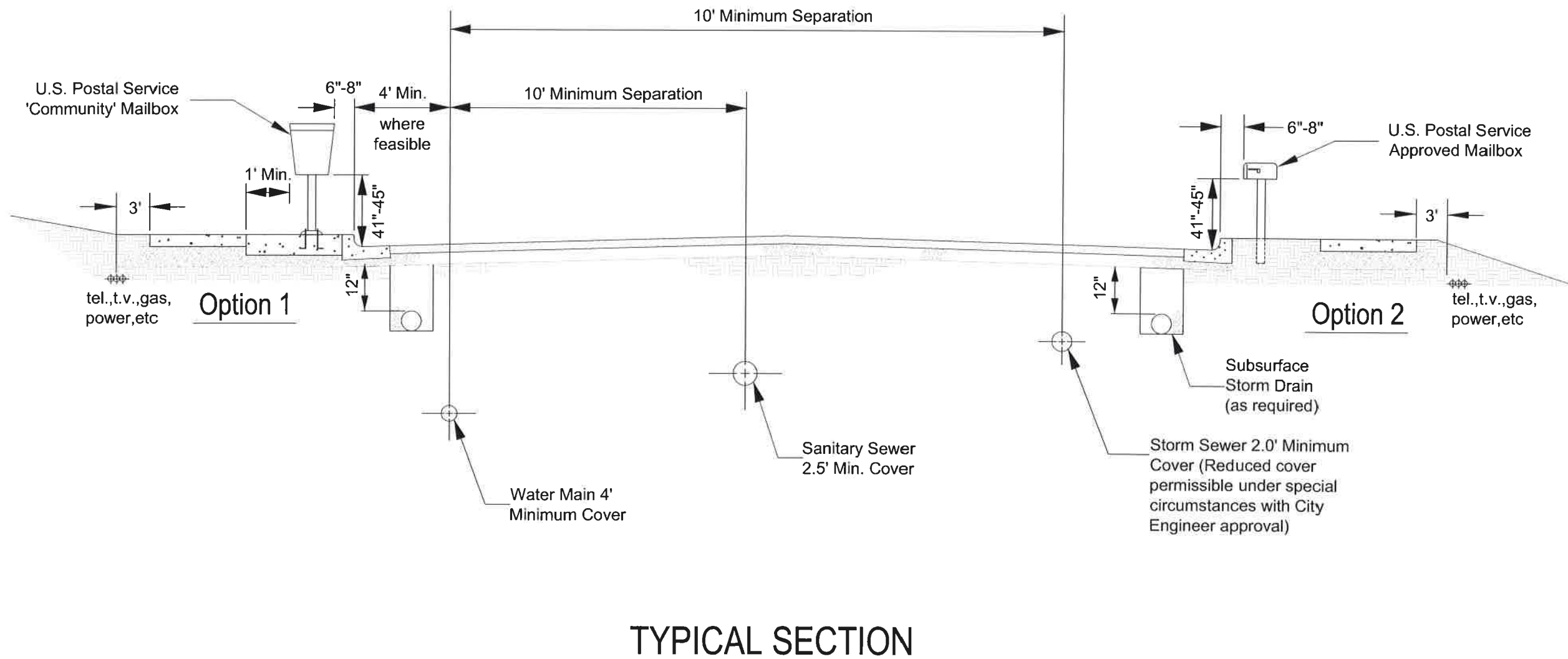


1. TYPE I DRIVEWAY applies to all driveways except those for single family dwellings and duplexes.
2. TYPE II DRIVEWAY applies to single family and duplex lots.
3. Driveway grade must also match existing sidewalk elevation. The City Engineer may allow reconstruction of the sidewalk for the purpose of matching a proposed driveway grade. ADA Standards Apply.
4. Maximum cross slope of driveways shall not exceed 5.0%.
5. Maximum slope of parking areas and aisles shall not exceed 5.0% in any direction.
6. Noted grades measured at driveway centerline.
7. Or as approved by the Building Official.
8. Sidewalk adjacent to curb shall slope -2.0% or -1% towards curb.



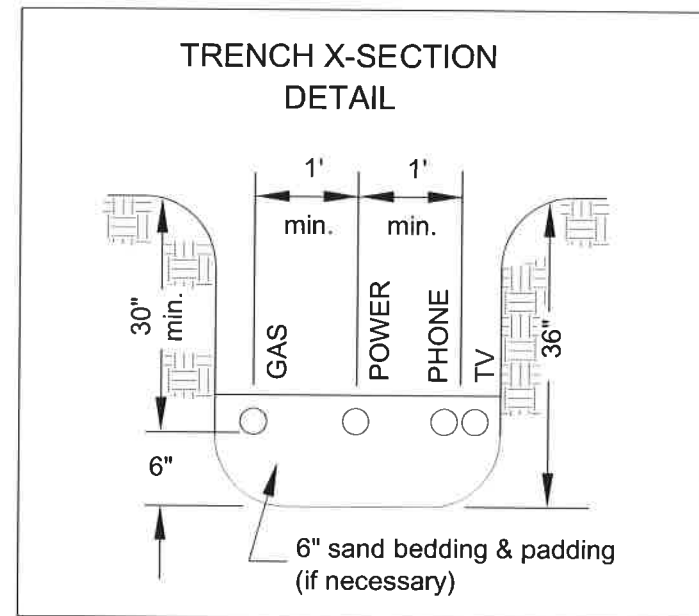
DRIVEWAY GRADE LIMITATIONS CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: K.Kipp, C.Edwards		SIGNED AND DATED	
	CHECKED BY: K.Lilly		DATE	DESCRIPTION
	DRAWING SCALE: N T S			
	DATE: 2-27-2014			
DRAWING NUMBER: 12				

1. The locations of City water, sanitary sewer and storm sewer mains shown are preferred where possible; curvilinear street alignment and tangent utility runs dictate other locations, as approved by the City Engineer.
2. The 'community' style mailboxes shall be placed in locations approved by both the Postal Service and the City Engineer. The Developer is responsible for the construction of 'community' mailbox concrete support slab, all in accordance with U.S. Postal Service construction requirements. The support slab shall extend to the City sidewalk.
3. Utility poles (wood, metal, or other) shall be located with 1.5' minimum clearance from back of curb to face of pole or 1.0' minimum from back of sidewalk to face of pole. Sign posts shall be located 1.5' minimum from back of curb; their location shall also conform to MUTCD requirements.
4. Franchise utilities, including pedestals shall be located within street right-of-way or public utility easement and as shown on the Standard Drawing for Franchise Utility Details.



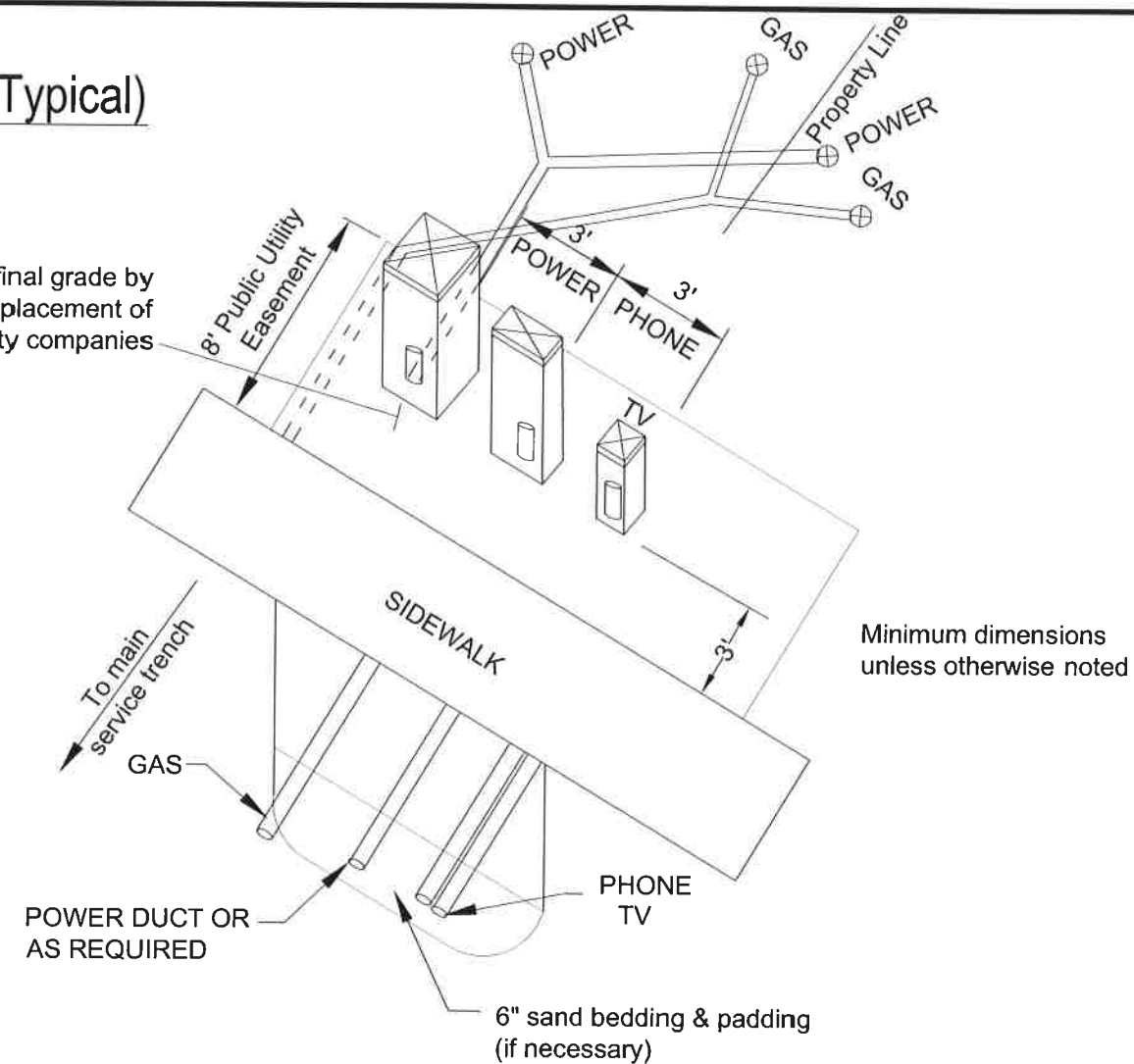
UTILITY & MAIL BOX LOCATIONS CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: K.Kipp / M.Sass		SIGNED AND DATED	
	CHECKED BY: K.Lilly		DATE	REVISIONS
	DRAWING SCALE: NTS			
	DATE: 3-31-2014			
DRAWING NUMBER:				
13				

ROAD CROSSING FOR SECONDARY PEDESTAL (Typical)

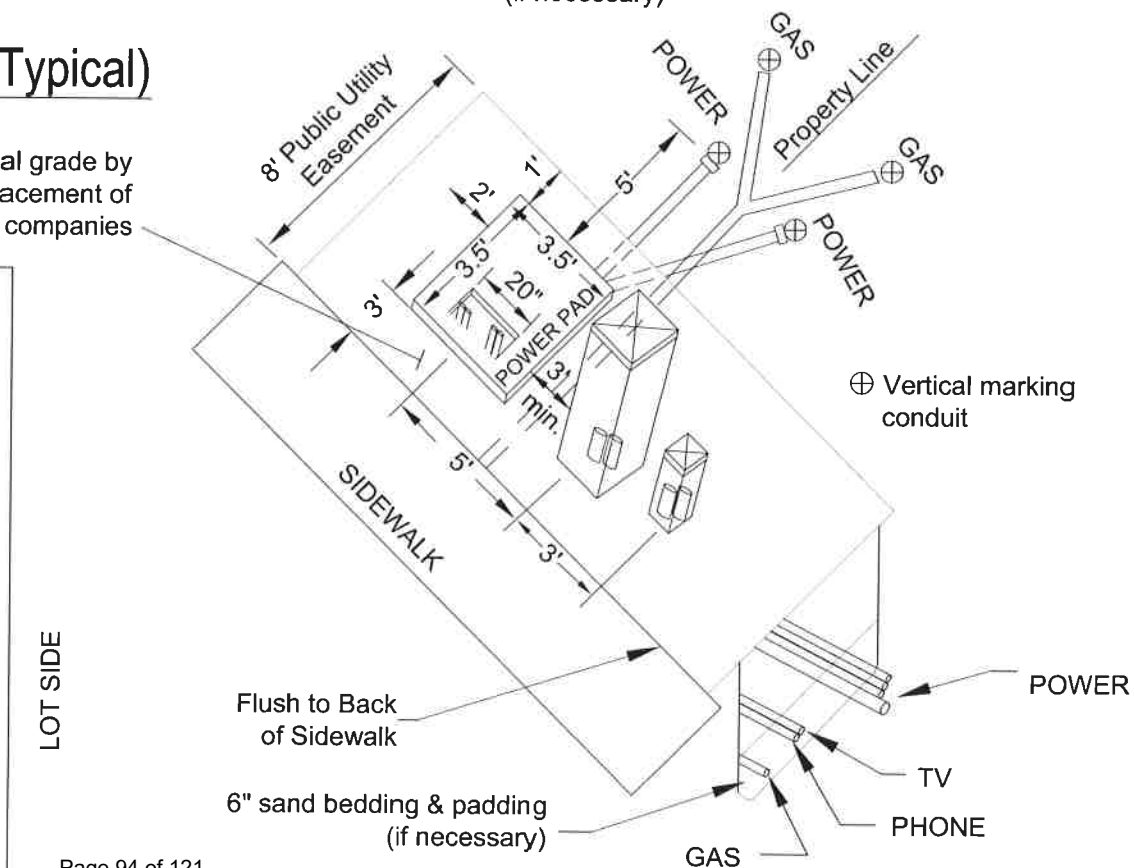
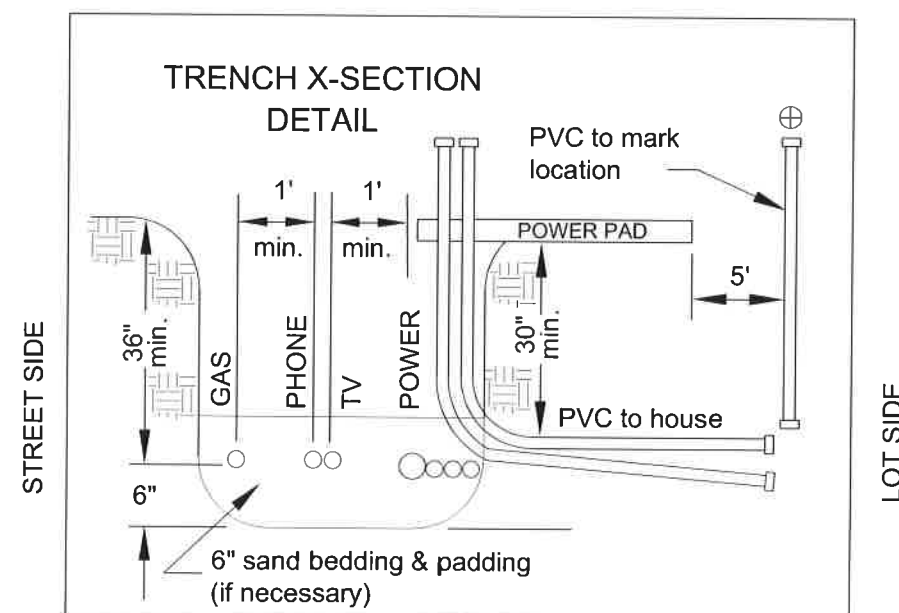


NOTES:

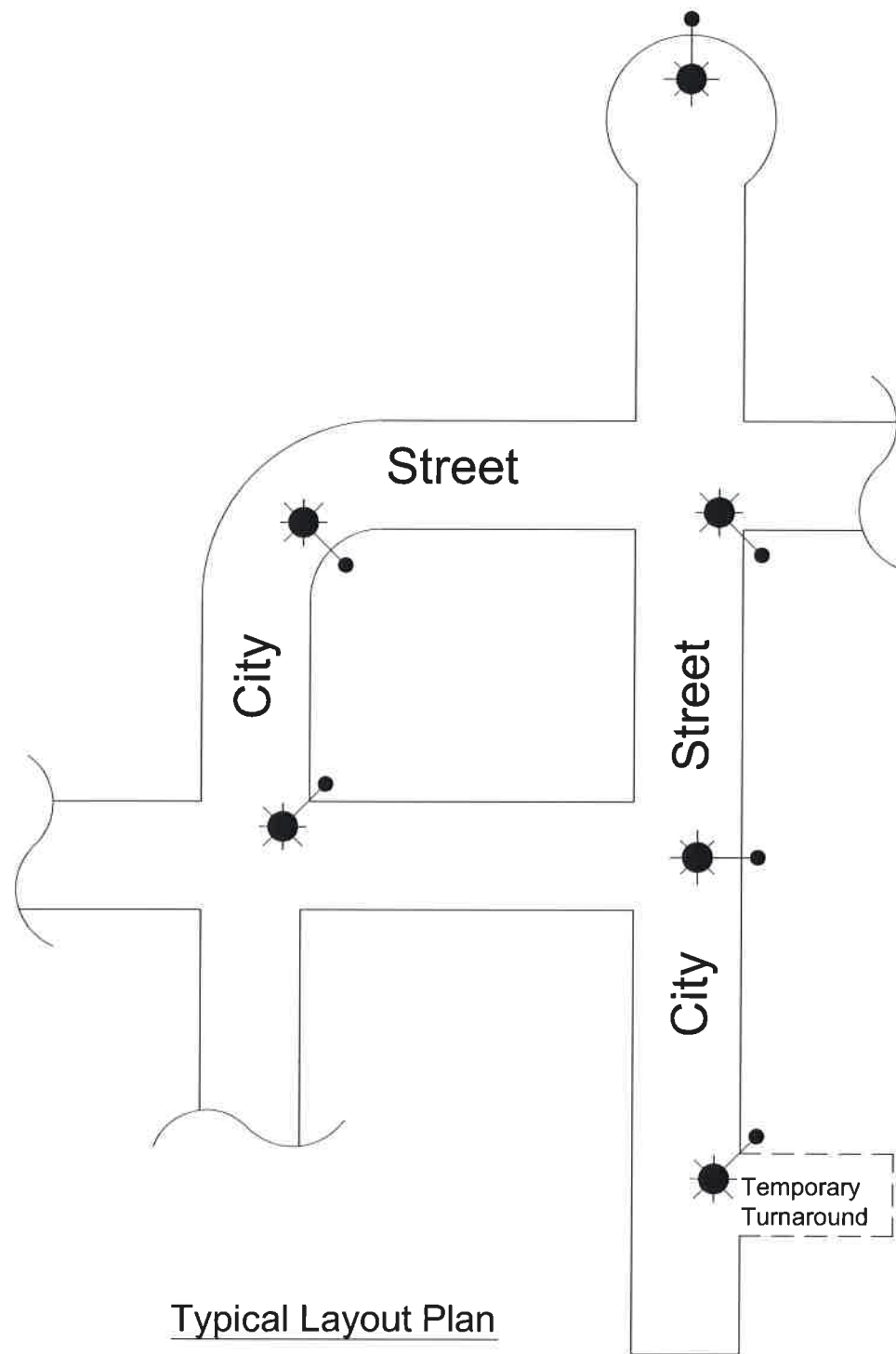
1. Verify conduit sizes with utilities prior to installation.
2. Bundle conduits for each utility at pedestal locations.
3. Dimensions shown are minimum unless otherwise noted.
4. Unless otherwise directed, the Gas, Power, Telephone, and T.V. Cable will be installed on the North and East sides of the street.
5. Furnish and install pull strings in all conduits.



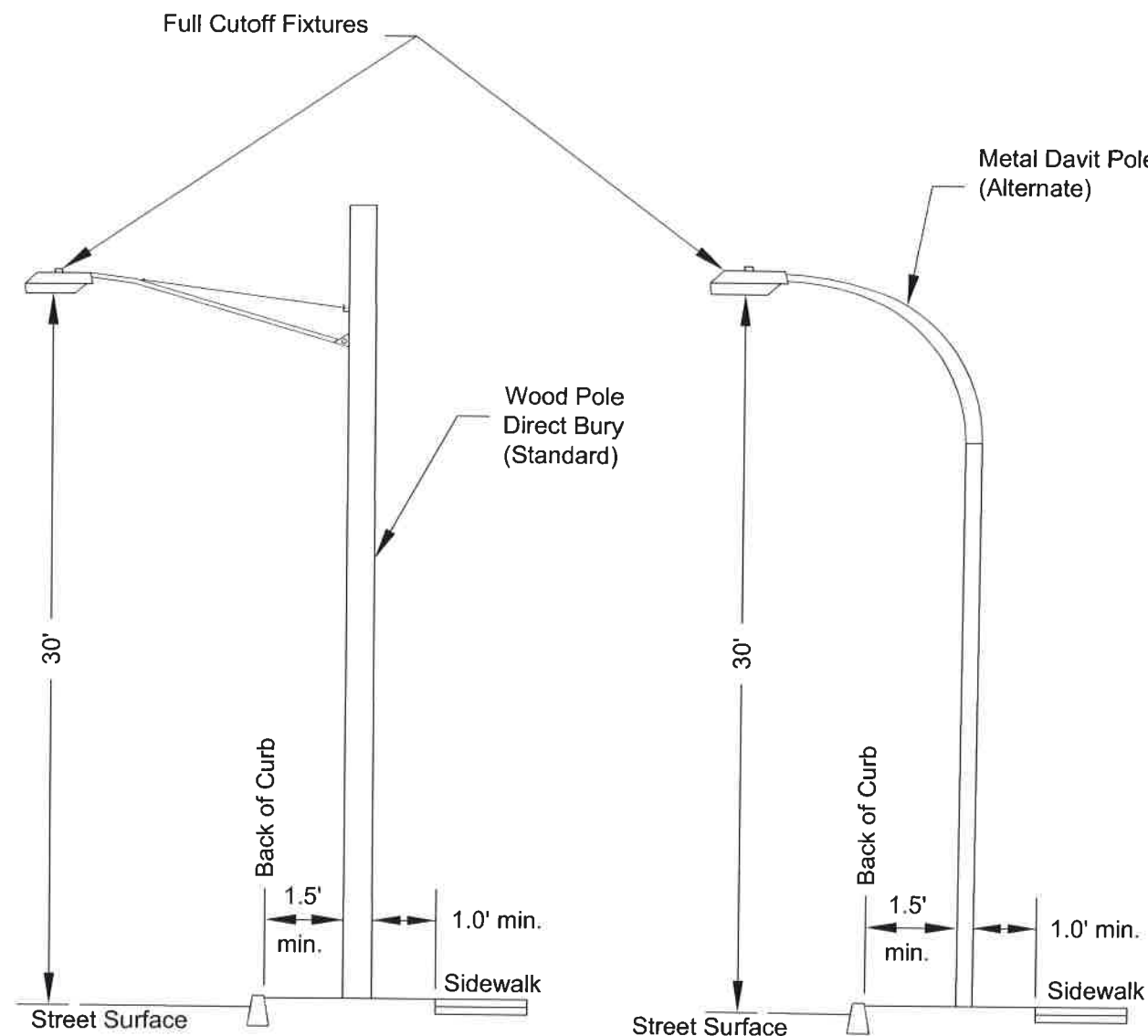
MAIN LINE (Typical)



FRANCHISE UTILITY DETAILS  CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: K.Kipp		DETAIL PROVIDED BY THE FRANCHISE UTILITY COMPANIES		REVISIONS DATE DESCRIPTION	
		CHECKED BY: K.Lilly				DRAWING SCALE: NTS	
DRAWING NUMBER: 14		DATE: 1-30-2012					



Typical Layout Plan

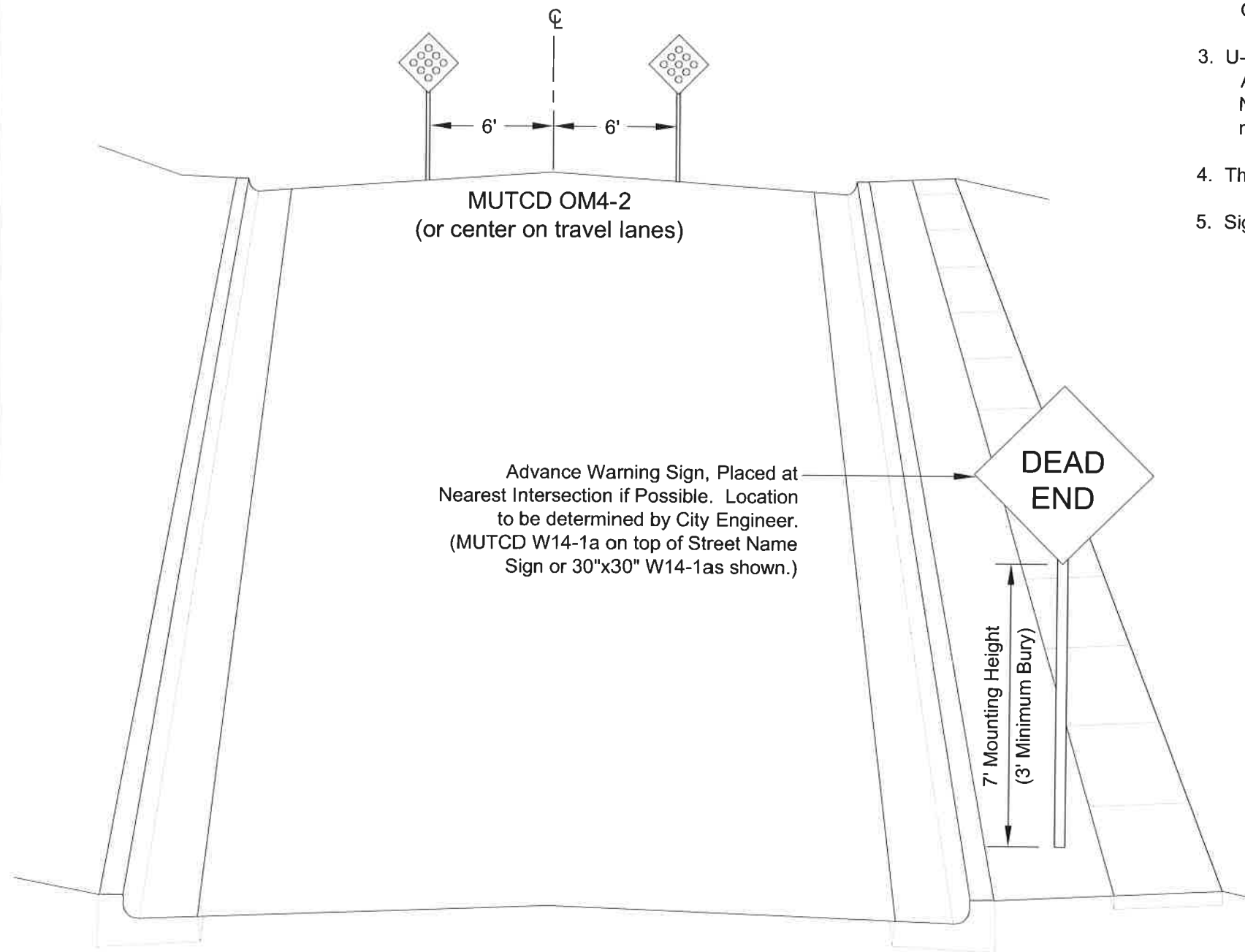


Installation Details

NOTES:

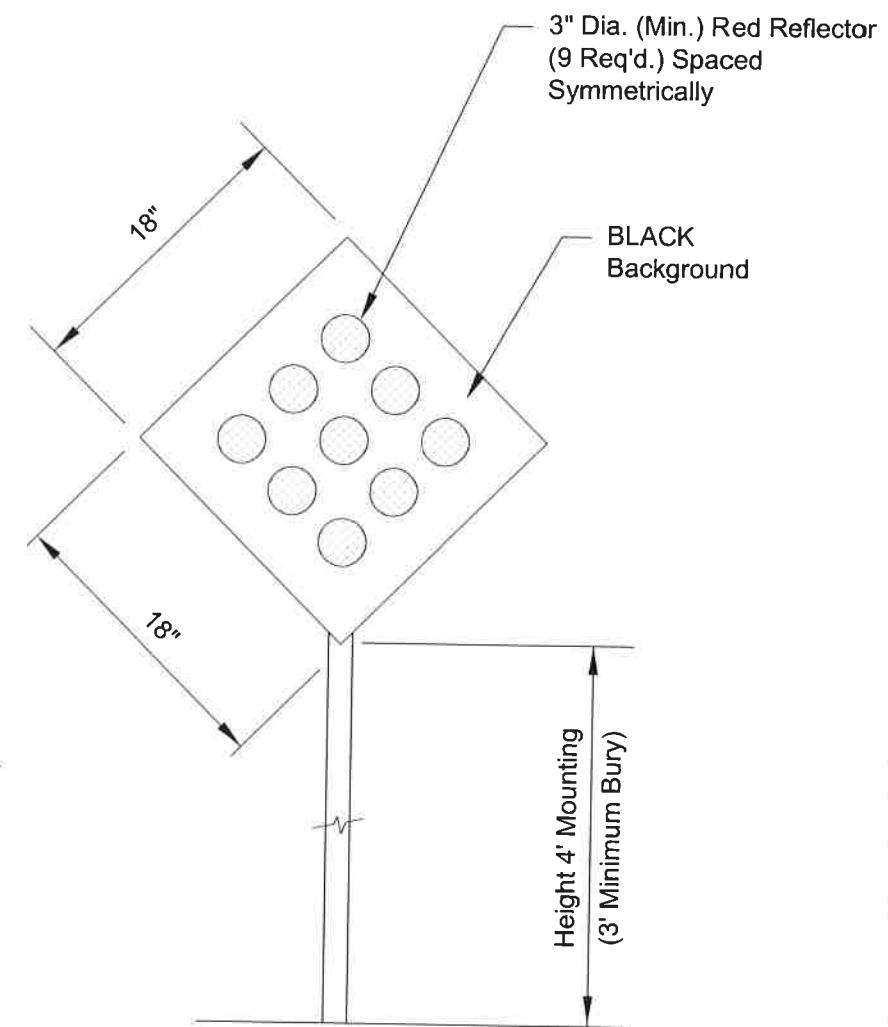
1. Street lights (pole, fixture, and conductors) to be furnished, installed, owned, and maintained by AVISTA. 'Cobra head' style light fixtures are required unless otherwise approve by the City Engineer.
2. Wood street light poles will be furnished and installed as the standard - metal davit poles are allowed but the additional/incremental costs of furnishing metal davit poles shall be paid by the Developer directly to AVISTA.
3. Developer shall furnish and install buried conduit for street lights - all as required by AVISTA - at Developer expense.
4. All street lights shall be full cut-off.
5. Street lights in residential developments will generally be installed at all four-way intersections, three-way (tee) intersections, ninety degree corners, permanent cul-de-sacs, and temporary turnarounds - one at each of these locations. Additional street lights at other locations may be as allowed or required by the City Engineer.
6. Street lights shall comply with Moscow City Code Title 4, Section 6-15.

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DATE	DESCRIPTION					
			C. Edwards	K. Lilly	NTS	3-3-2014
RESIDENTIAL STREET LIGHTING			CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:			15			

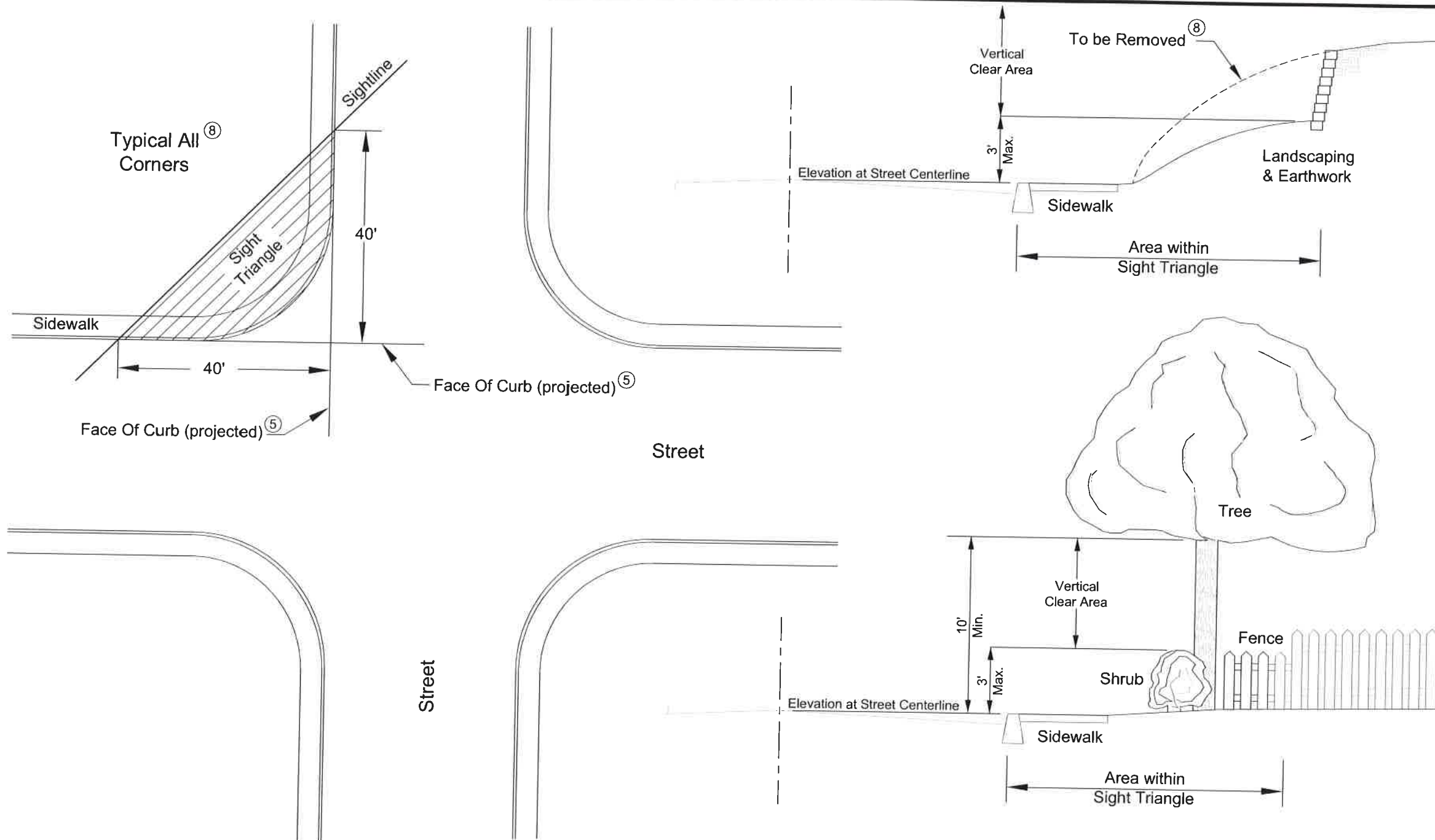


NOTES:

1. DEAD END signs shall be placed as near as possible to the beginning of all streets that terminate (either temporary or permanent) in a dead end or cul-de-sac. END OF ROAD MARKERS (two of them) shall be placed at the end of all terminated streets EXCEPT permanent cul-de-sacs.
2. Reflectors and reflective sheeting shall meet the requirements set forth in the most current editions of the Manual for Uniform Traffic Control Devices and Idaho Transportation Department's Standard Specifications for Highway Construction.
3. U-channel galvanized steel posts weighing 3.0 lbs./ft. and conforming to ASTM A499, or a 4"x4" treated wood post, shall be a minimum requirement. No splicing or bolting of multiple u-channels will be allowed.. All posts shall meet the Engineer's approval.
4. Theft resisting "Tufnut" brand hardware shall be used for sign installation.
5. Signs shall be installed vertically plumb.



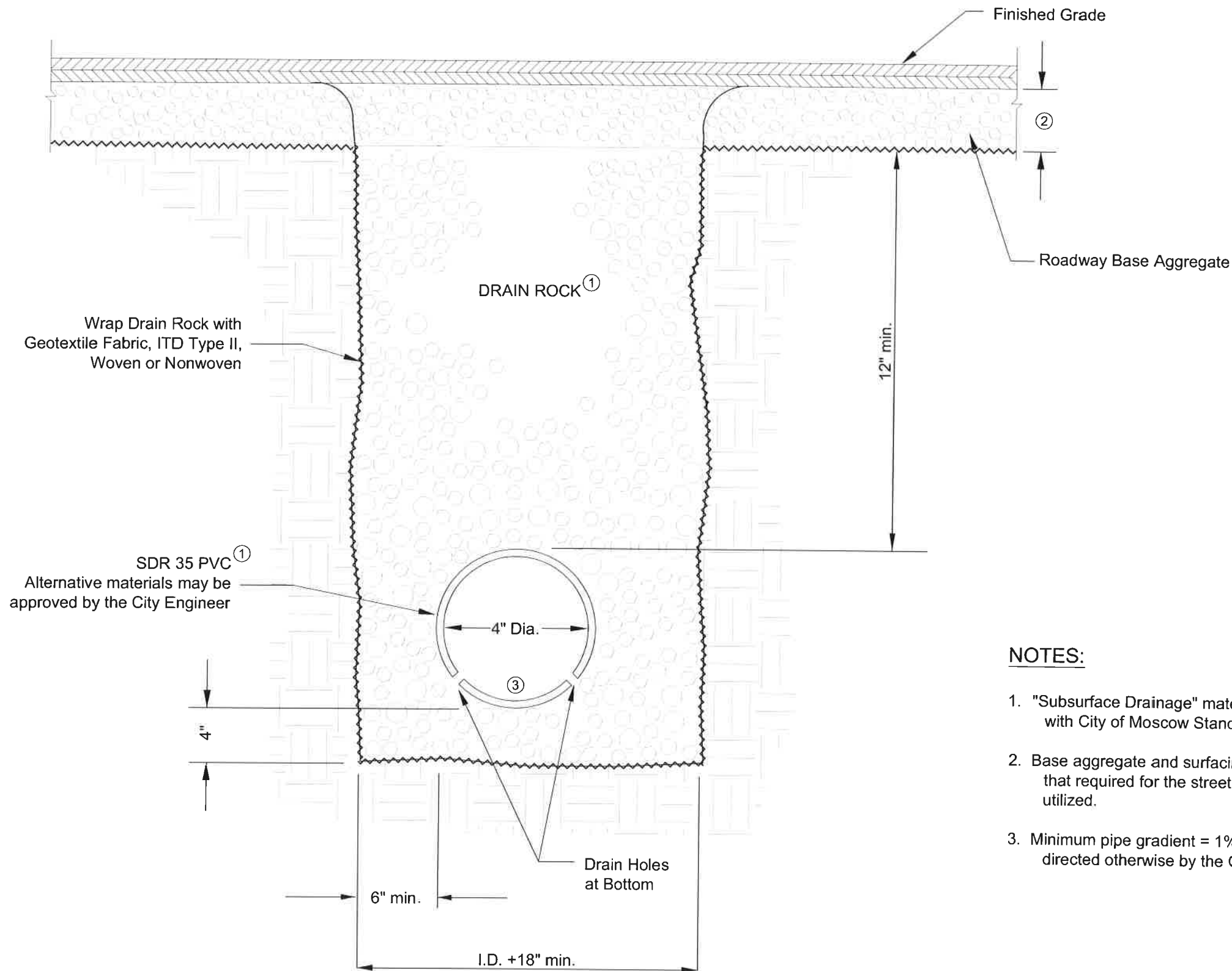
REVISIONS		SIGNED AND DATED	DRAFTED BY: RKC/KWK	CHECKED BY: K.Lilly	DRAWING SCALE: NTS	DATE: 3-3-2014
DATE	DESCRIPTION					
			END OF ROAD MARKERS & DEAD END SIGNS			
			CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:		16				



Notes:

1. Area within the Sight Triangle shall be kept clear of obstructions to provide the motorist with adequate field of vision at an intersection.
2. Within the Sight Triangle all existing trees shall be kept trimmed such that ten feet (10') of clearance exists between any branches and the ground. Any tree branches overhanging the sidewalk shall be kept trimmed such that ten feet (10') of clearance exists between any branches and the sidewalk.
3. Within the Sight Triangle, all existing shrubs shall be kept trimmed to a maximum height of three feet (3').
4. Sight obstruction Vertical Clear Area measurements shall be in reference to the existing centerline street elevation within the Sight Triangle.
5. If curb does not exist, then the Sight Triangle will be measured by extending the edges of street pavement; on unpaved streets, the Sight Triangle will be measured by extending the edge of the traveled way as determined by the City Engineer.
6. This City Standard enforces Idaho Code 49-221.
7. All dimensional criteria (as shown) must be satisfied.
8. Unusual topography may require more stringent requirements at some locations to obtain adequate Sight Triangles as determined by City Engineer.

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DATE	DESCRIPTION					
			CEE/KWK	K. Lilly	NTS	3-3-2014
INTERSECTION SIGHT TRIANGLE			CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:			17			

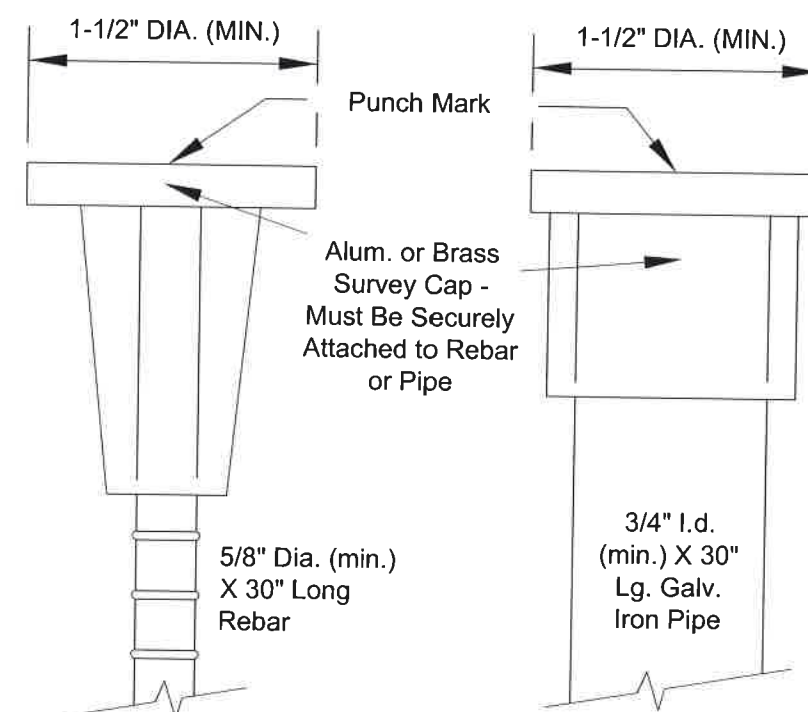
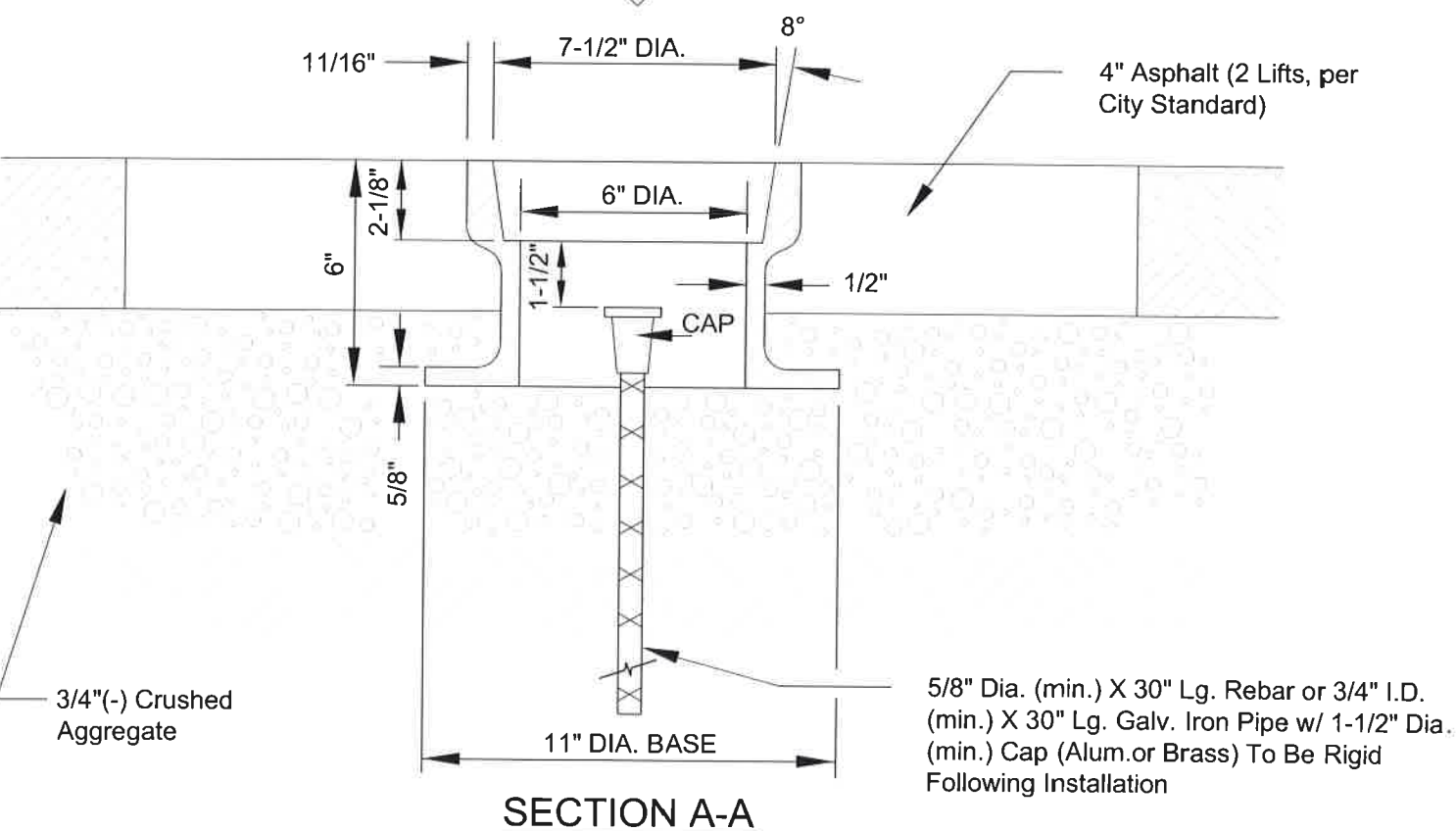


TYPICAL SECTION

NOTES:

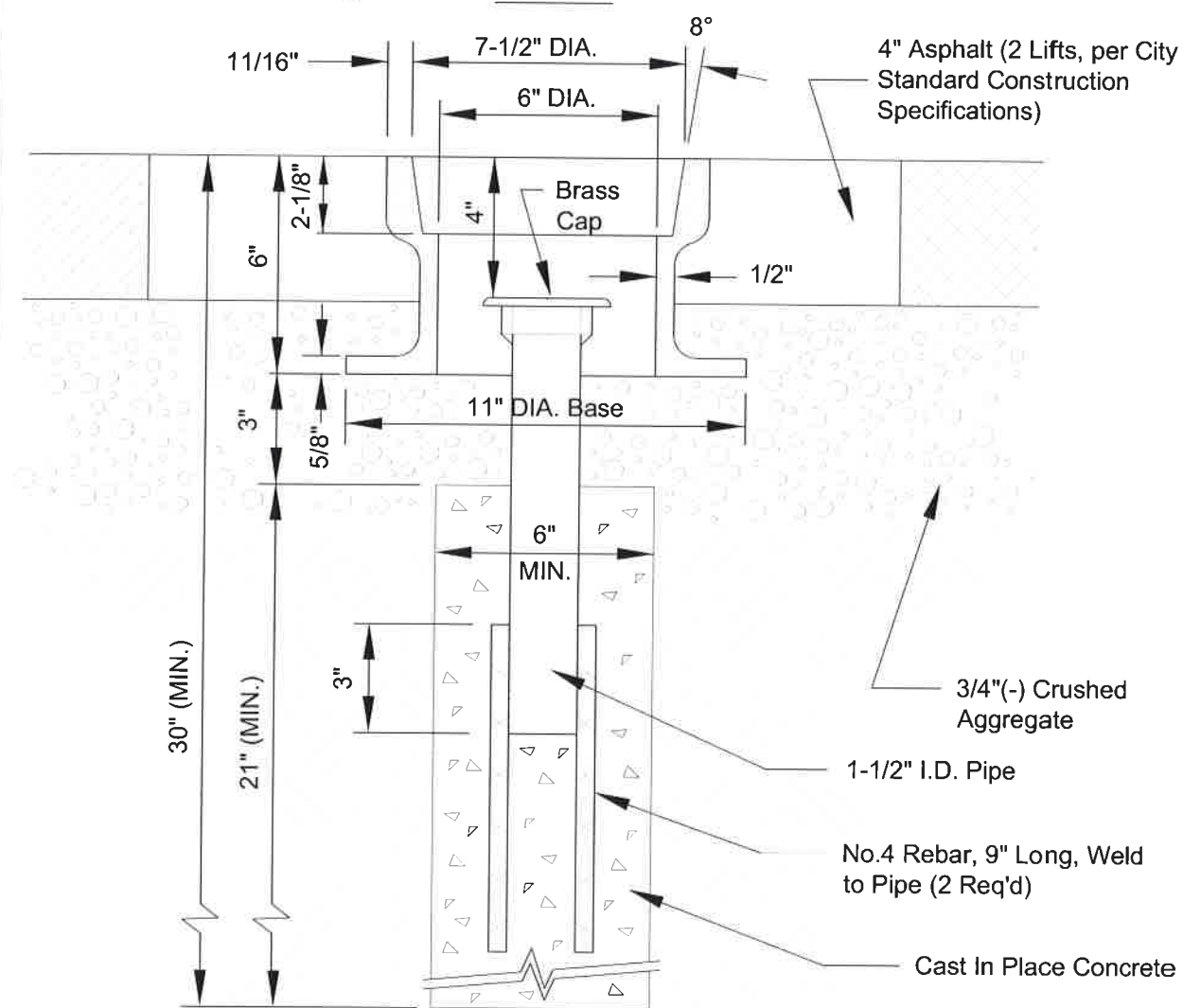
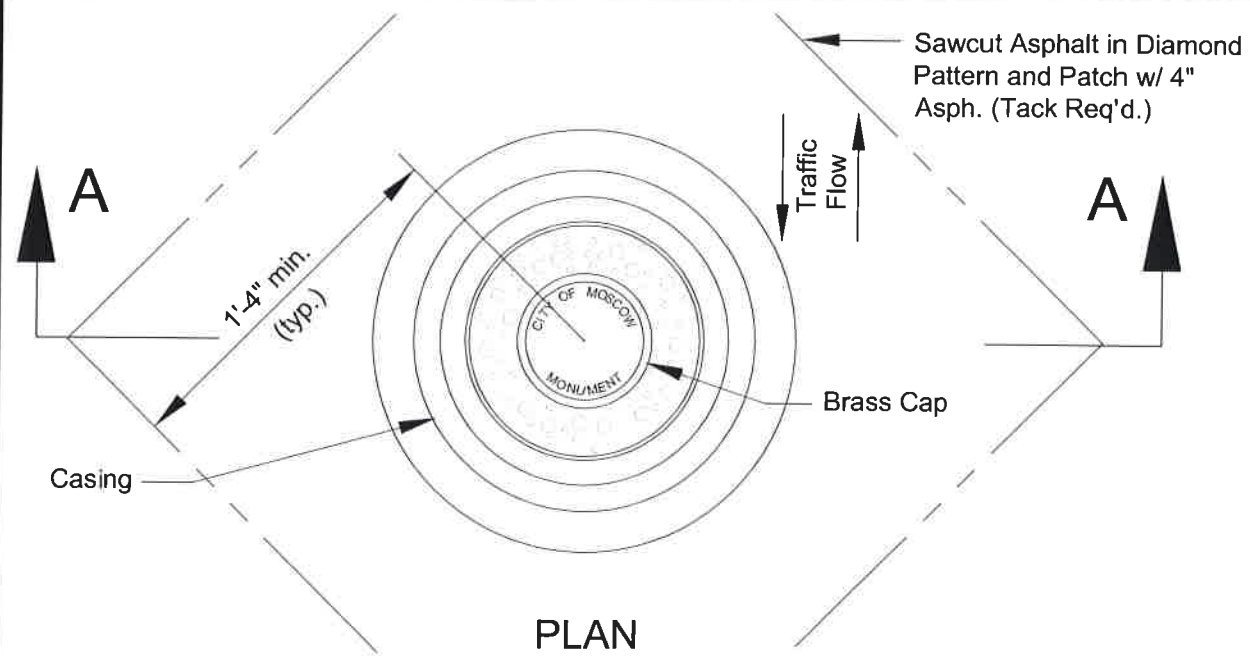
1. "Subsurface Drainage" materials and installation shall comply with City of Moscow Standard Construction Specifications.
2. Base aggregate and surfacing depth and type to be the same as that required for the street section where this trench backfill is utilized.
3. Minimum pipe gradient = 1% unless specifically allowed or directed otherwise by the City Engineer.

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DATE	DESCRIPTION					
			KWK/CEE	K. Lilly	NTS	3-3-2014
SUBSURFACE DRAINAGE CITY OF MOSCOW ENGINEERING DEPARTMENT			DRAWING NUMBER: 18			

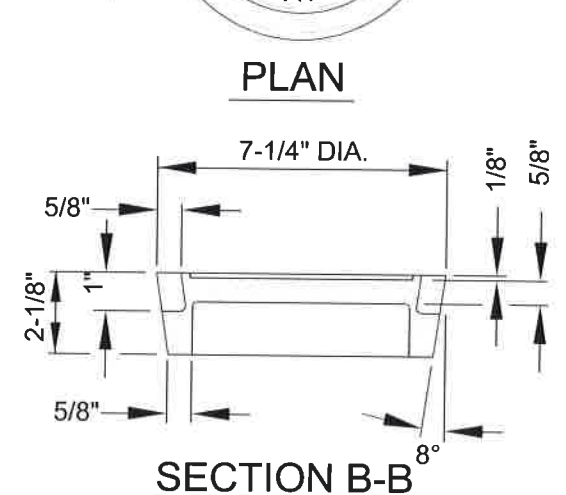


1. Survey caps must be securely attached to rebar or pipe.
2. Survey monuments shown on the SURVEY MONUMENT Standard Drawing may be used as street monuments.
3. Survey caps will be aluminum or brass and a punch mark placed at the exact location. Plastic caps not allowed.
4. Cover and casing shall be machined to a true bearing all around.
5. The monument casing shall be bedded in aggregate.
6. The casing and cover shall be gray iron castings suitable for heavy traffic loading; minimum unit weight = 46 lbs.
7. The installation shall result in a 'bump-free' street surface, as approved by the city engineer.
8. The cover shall include the wording as shown.
9. All materials shall be manufactured in the U.S.A.

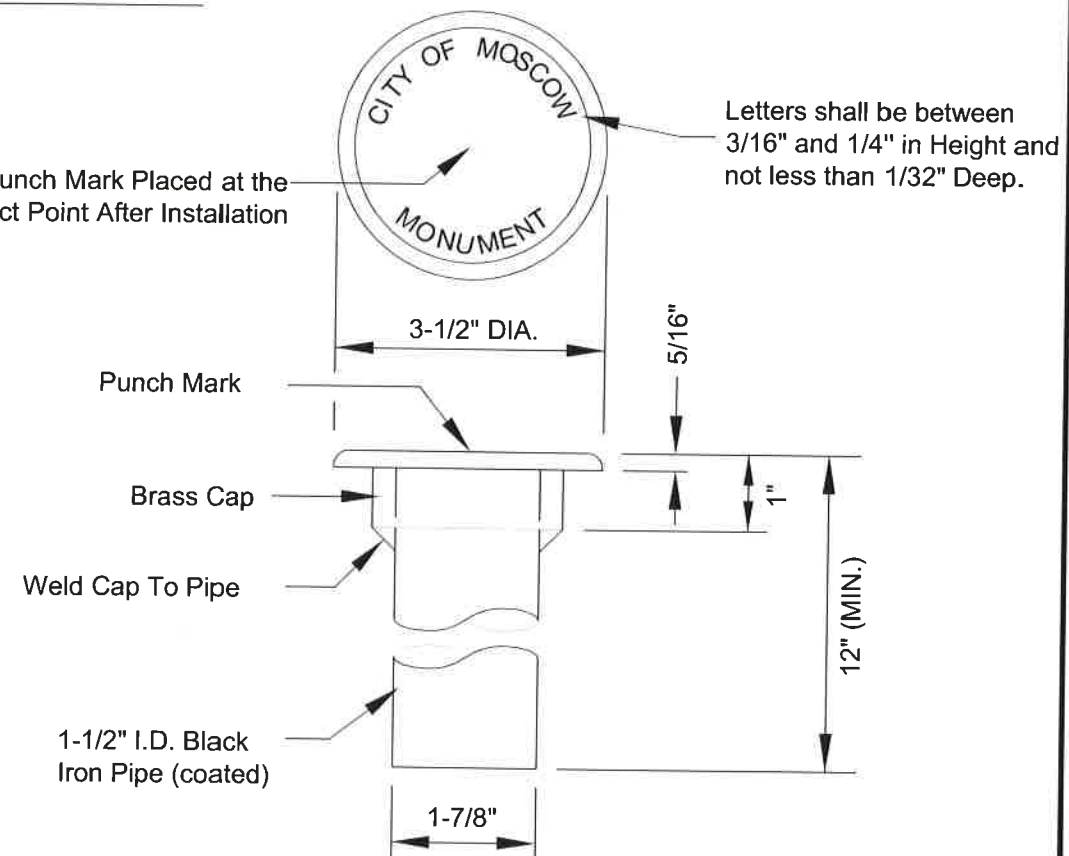
DRAWING NUMBER: 19	CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: RKC/KWK CHECKED BY: K.Lilly DRAWING SCALE: NTS DATE: 1-30-2012		SIGNED AND DATED	REVISIONS	
					DATE	DESCRIPTION



SECTION A-A
MONUMENT AND CASING DETAIL



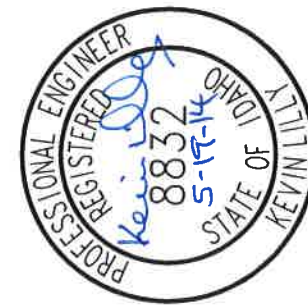
COVER DETAIL

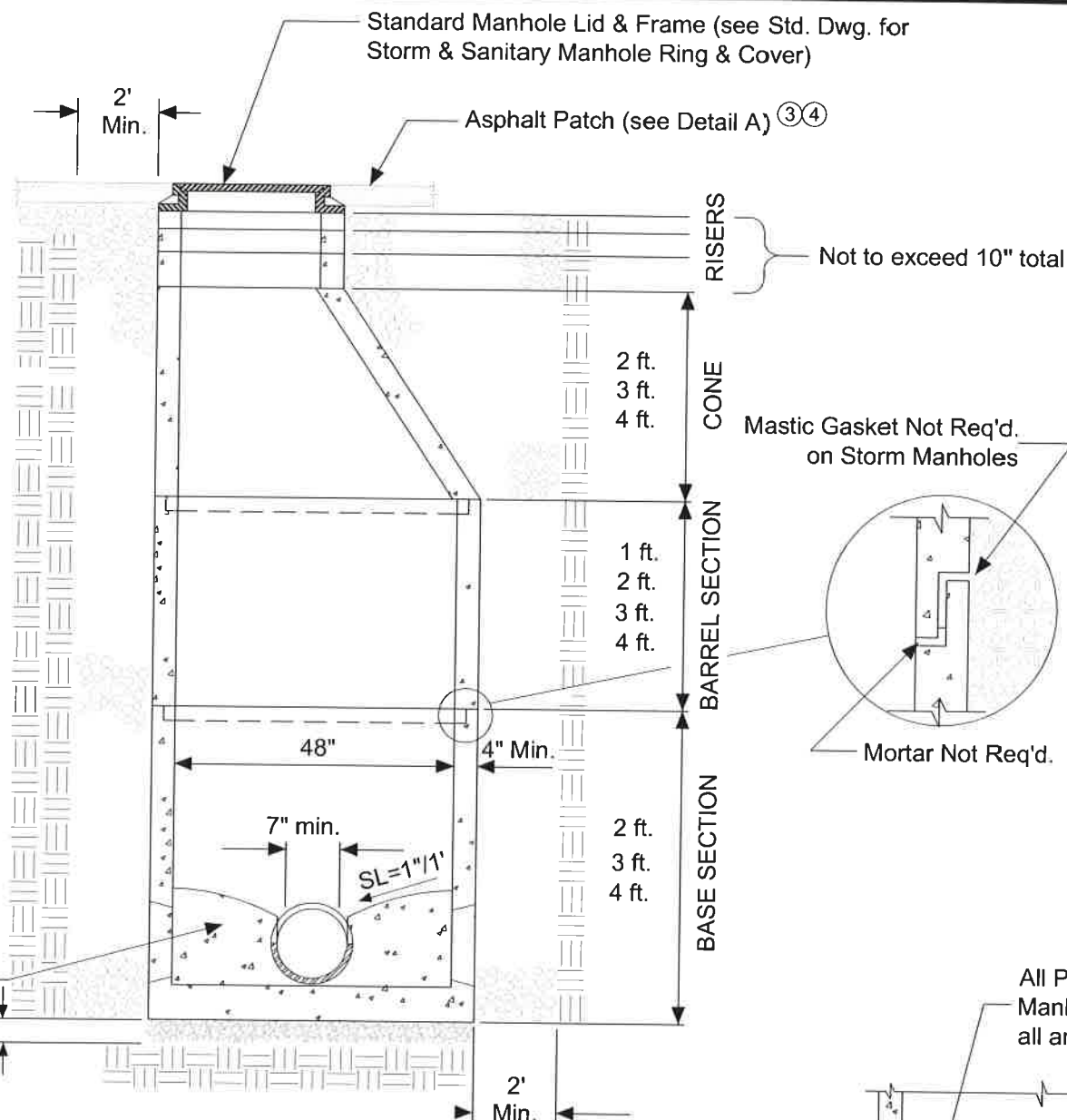


Notes:

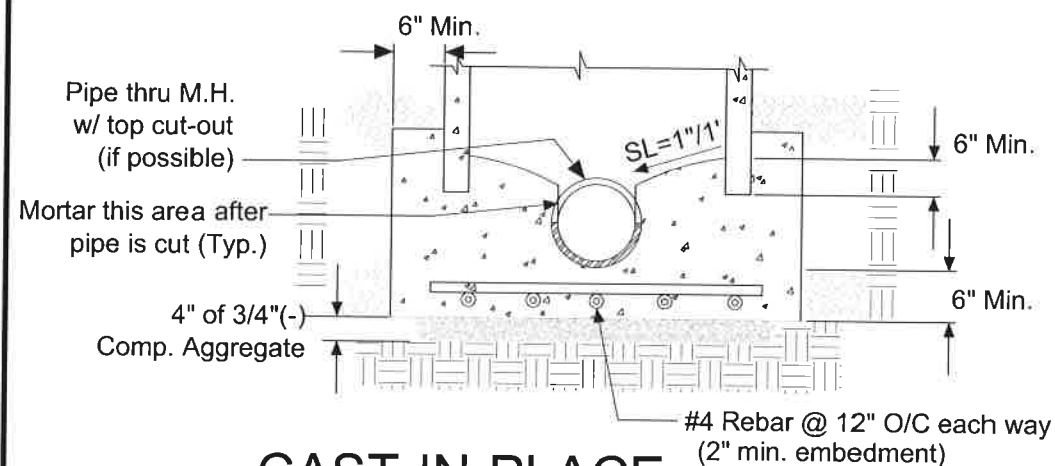
1. Cover and casing shall be machined to a true bearing all around.
2. The brass cap shall conform to the requirements of the most current edition of the Idaho Transportation Department's standard specification for highway construction.
3. The casing and cover shall be gray iron castings suitable for heavy traffic loading; minimum unit weight = 46 lbs.
4. All material except the brass cap shall be covered with a protective coating after welding. The coating shall be of a bituminous type or approved equal.
5. The installation shall result in a relatively 'bump-free' street surface, as approved by the city engineer.
6. The cover shall include the wording as shown.
7. All materials shall be manufactured in the U.S.A.

REVISIONS		SIGNED AND DATED	DRAFTED BY:	CHECKED BY:	DRAWING SCALE:	DATE:
DATE	DESCRIPTION					
			RKC/KWK	K. Lilly	NTS	1-31-2012
SURVEY MONUMENT CITY OF MOSCOW ENGINEERING DEPARTMENT						
DRAWING NUMBER: 20						

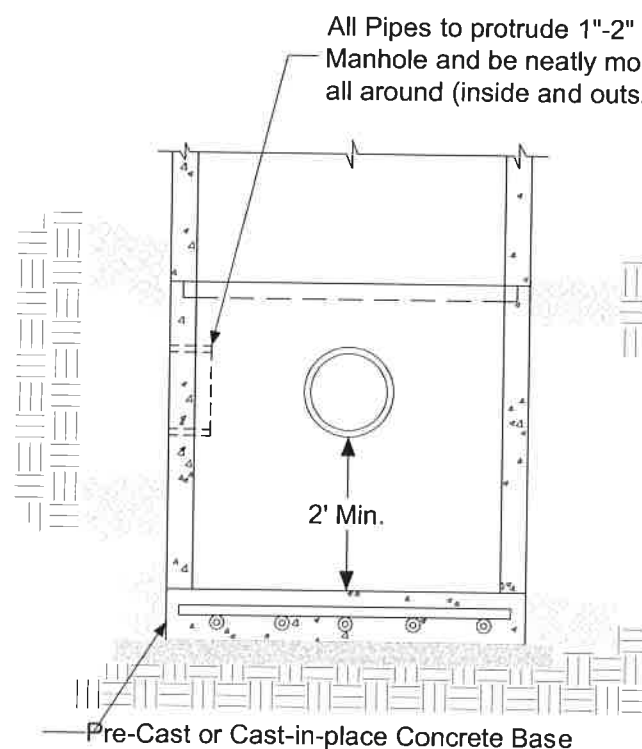




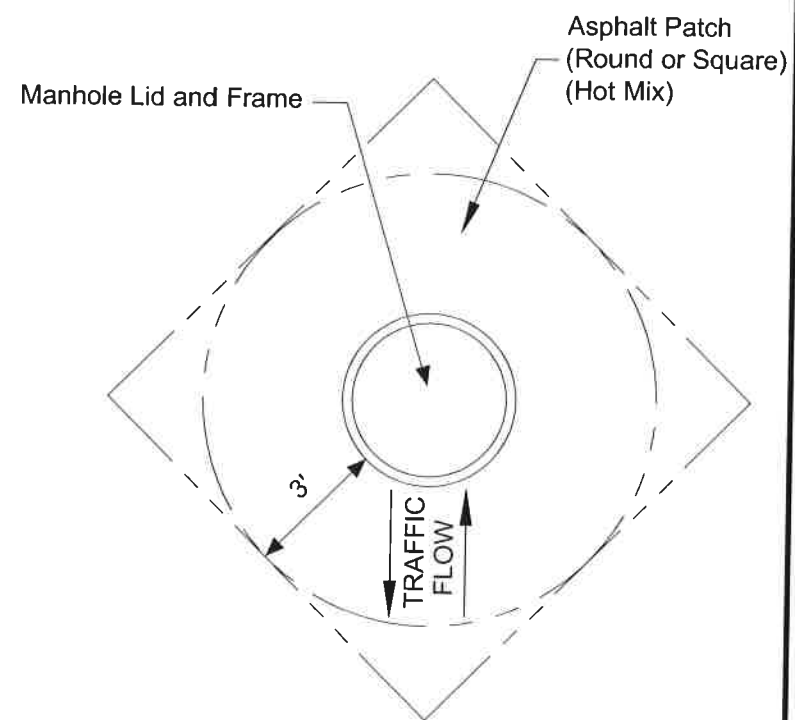
**48" STANDARD MANHOLE
w/ PRECAST BASE**



**CAST-IN-PLACE
ALTERNATE BASE**



**MANHOLE
w/ CATCH BASE**

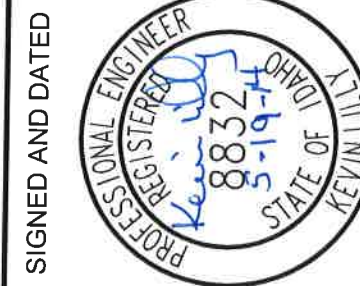


**A ASPHALT PATCH
DETAIL**

NOTES:

1. Precast bases are preferred.
2. Steps shall not be installed in the manholes.
3. Manholes located in paved areas shall have asphaltic hot mix patch four inches (4") thick with top course mix restoring surface to exact line and grade of street. Manhole lids in new pavement shall be raised and adjusted to finished grade after completion of street paving.
4. Manholes located in unpaved streets or alleys shall have their lids adjusted to two inches (2") below gravel surface.
5. All cast-in-place concrete shall be troweled very smooth.
6. All joints between precast manhole/sections shall be very smooth.
7. All flow across manholes shall be on-tenth of a foot (0.1') fall, unless the flow changes direction more than 45°, then the fall shall be two-tenths of a foot (0.2') or greater.
8. Channels shall be as per Standard Drawing for Manhole Base Details.
9. Lids shall be set a quarter inch ($\frac{1}{4}$ ") below the existing paved street grade.
10. Flat slab top allowed on shallow manholes.
11. Contractors shall comply with the most current OSHA requirements for excavation.
12. WSDOT Catch Basin Type 2 may be required at certain locations by the City Engineer in place of this manhole standard.

REVISIONS	DESCRIPTION	
	DATE	



SIGNED AND DATED	DRAFTED BY: CEE/KWK
	CHECKED BY: K.Lilly
	DRAWING SCALE: NTS
	DATE: 3-4-2014

**STORM SEWER
MANHOLE**

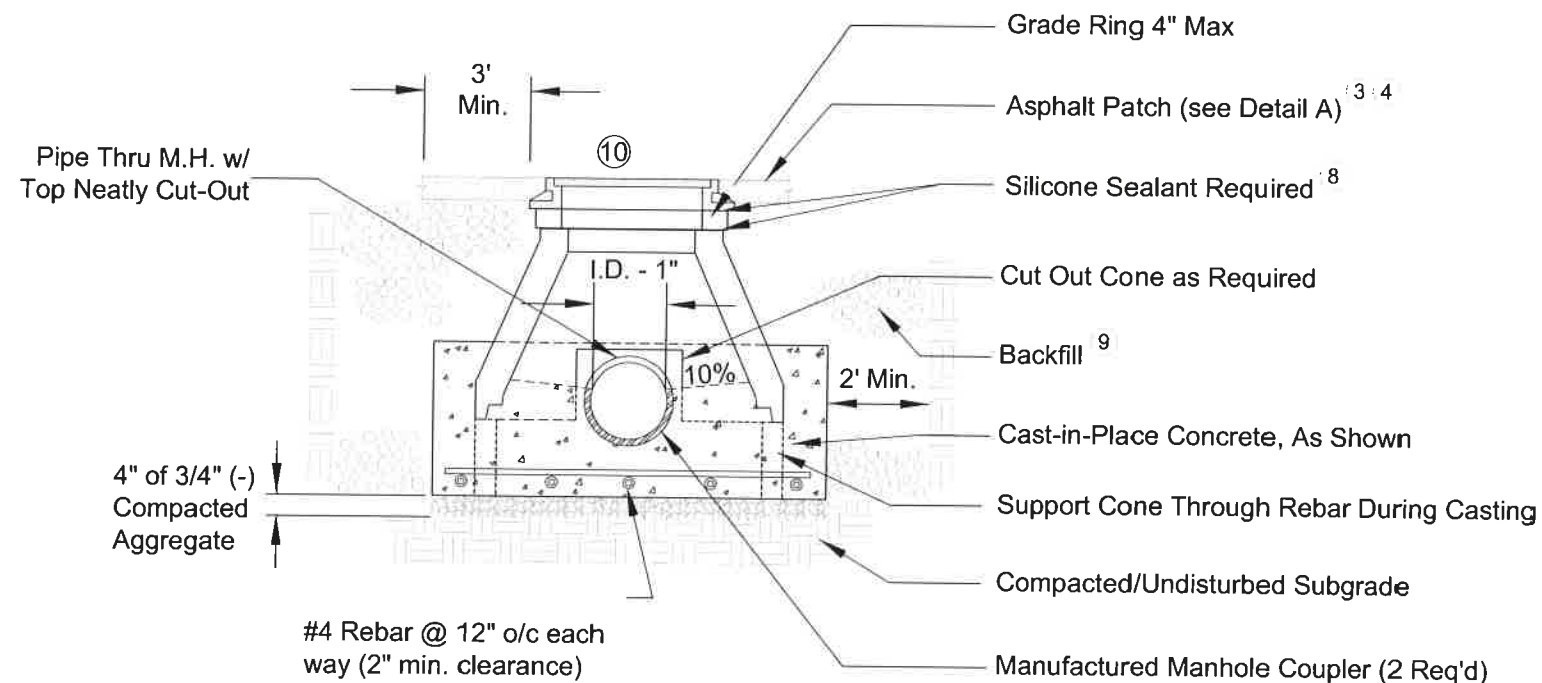
**CITY OF MOSCOW
ENGINEERING DEPARTMENT**

DRAWING NUMBER:
21

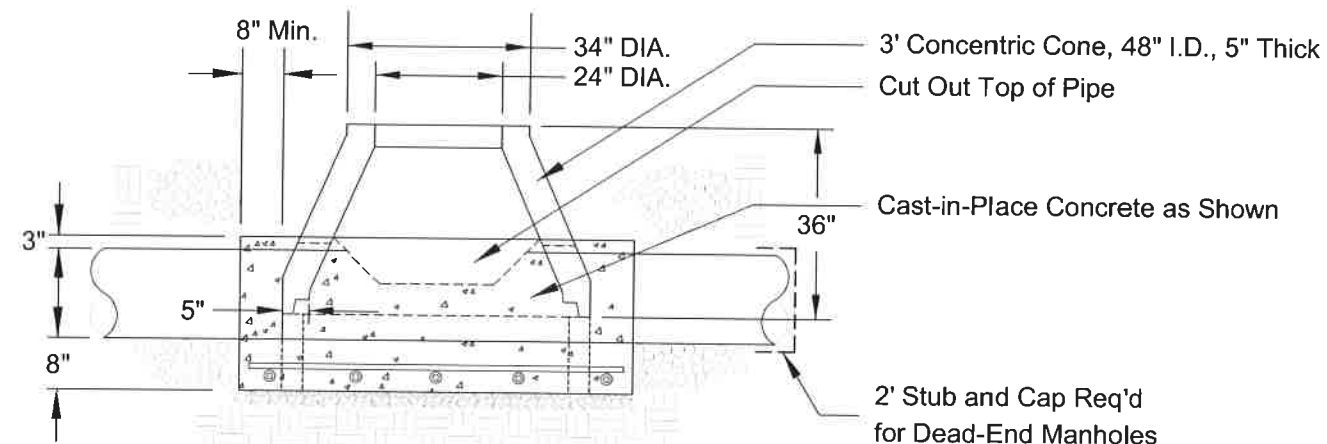


- ### ASPHALT PATCH DETAIL

Page 394



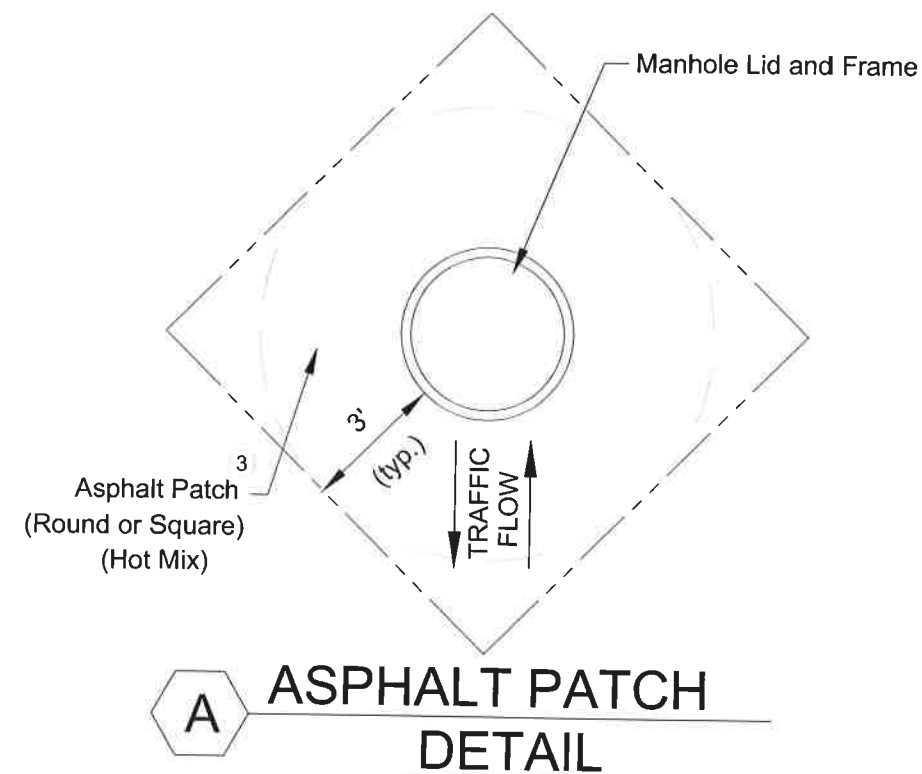
SECTION 1
NTS



SECTION 2
NTS

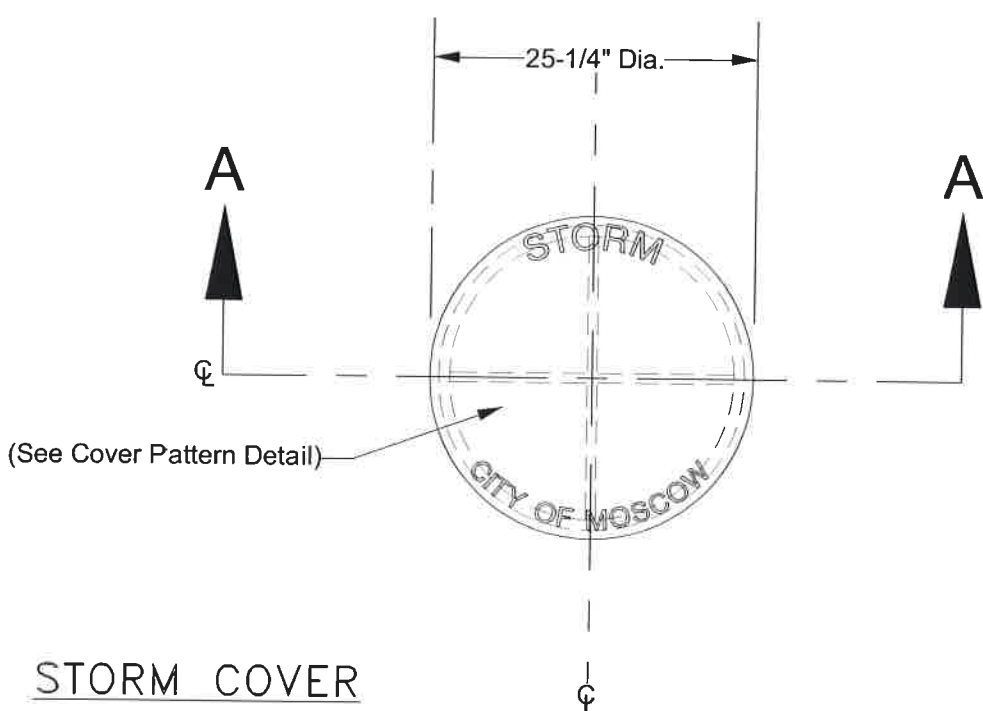
NOTES:

1. Manholes shall be constructed watertight- test per Standard Construction Specification.
2. Steps shall not be installed in the manholes.
3. Manholes located in paved areas shall have asphaltic patch four inches (4") thick placed in two lifts to exact line and grade of street. Manhole ring shall be quarter inch (1/4") below finished patch.
4. Manholes located in gravel streets or alleys shall have lid adjusted to two inches (2") below gravel surface.
5. All cast-in-place conc. shall be troweled smooth.
6. Manufactured watertight manhole couplers are required at all pipe penetrations.
7. Contractor shall comply with the most current OSHA requirements for excavations.
8. Seal between riser and cone, riser and riser, and riser and frame with two parallel three-eighths of an inch (3/8") diameter beads of silicone sealant.
9. Backfill around manholes shall be Class 'D' for all roadways and alleys; Class 'A' for all other locations unless specifically allowed or directed otherwise by the City Engineer.
10. City standard manhole ring and cover; a 4.5" traffic rated ring and lid will be allowed with approval from City Engineer.
11. Type D manholes shall comply with the Standard Construction Drawing for Manhole Base Details.

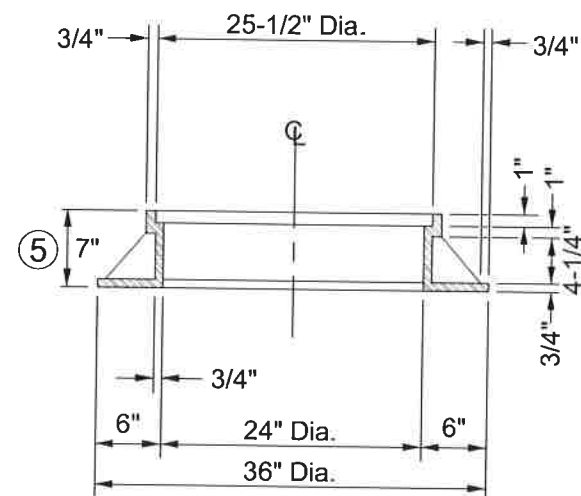


REVISIONS		SIGNED AND DATED		DRAFTED BY:		CHECKED BY:		DRAWING SCALE:		DATE:	
DATE	DESCRIPTION			RHBIII/KWK	K.Lilly	NTS	3-3-2014				
				SHALLOW SANITARY MANHOLE		CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAWING NUMBER: 23			

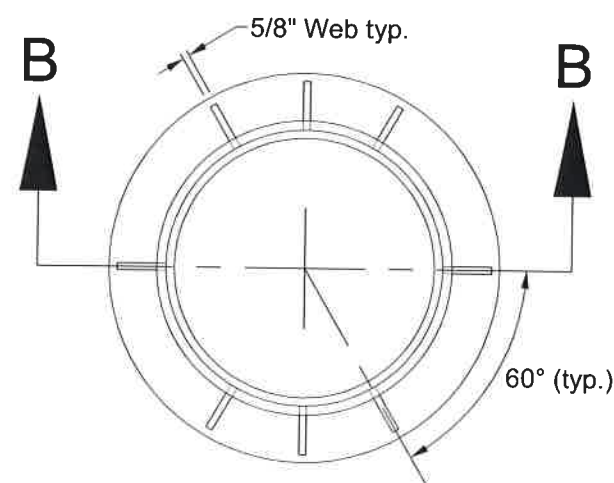
COVER SECTION A-A



STORM COVER



RING SECTION B-B



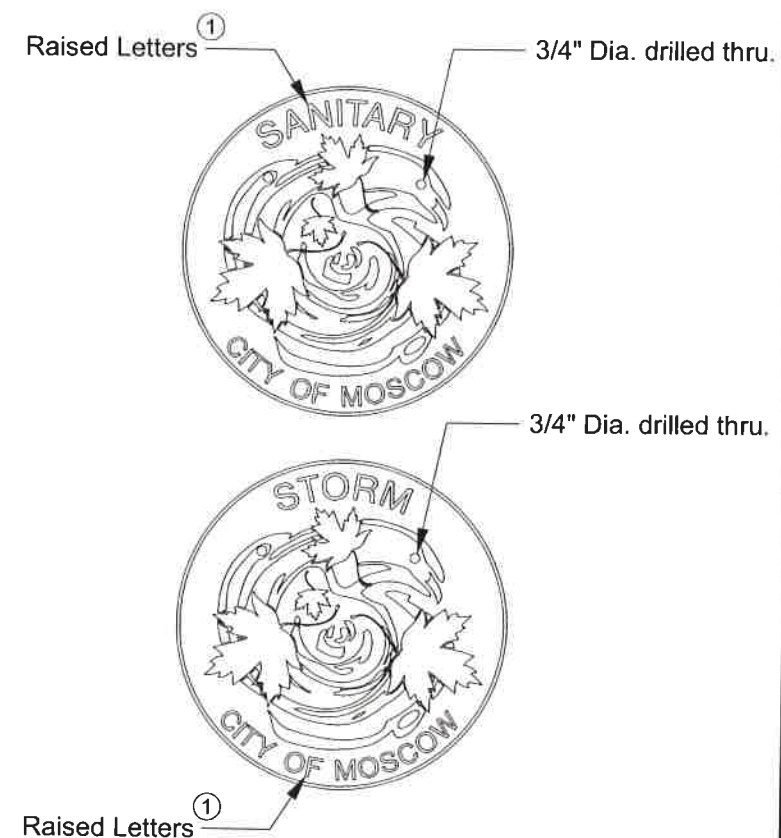
RING

NOTES:

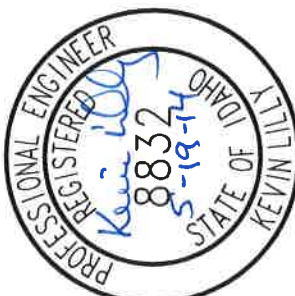
1. Raised letters are Sharp Face Gothic font; 2.5" for "SANITARY" and "STORM," 1.5" for "CITY OF MOSCOW." Center word about center line.
2. Cast covers of Grey Cast Iron; ASTM A48 Class 138.
3. All covers shall be interchangeable within the dimensions shown. All mating surfaces shall be machine finished to ensure a non-rocking fit. The inside vertical recessed face of the ring and the vertical outside edge of the cover shall be machined or manufactured to the following tolerances:

Ring - +3/32 inch to -3/32 inch

Cover - +3/32 inch to -3/32 inch
4. Rings (traffic rated) of lesser height may be used in special circumstances, as allowed by the City Engineer.

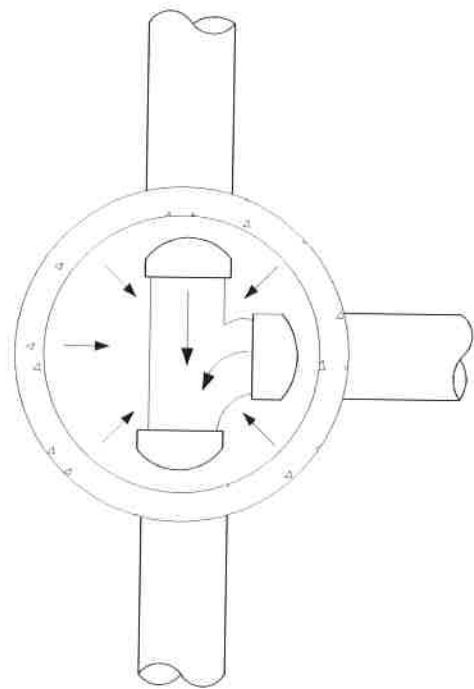


COVER PATTERN DETAILS

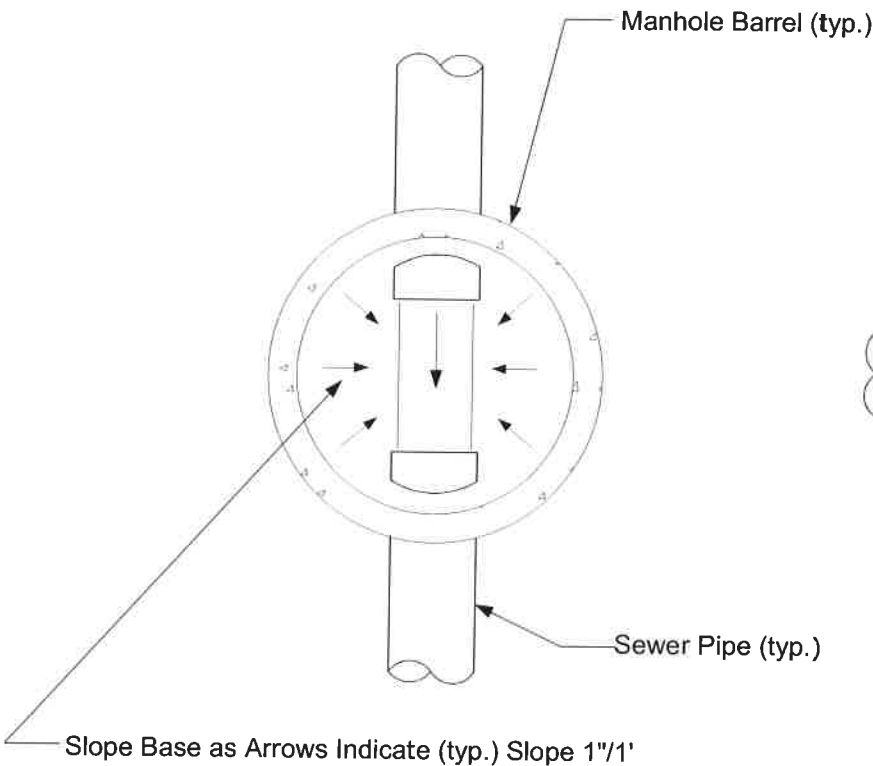
STORM & SANITARY MANHOLE RING & COVER CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: CEE/KWK		SIGNED AND DATED		REVISIONS	
	CHECKED BY: K.Lilly				DATE	DESCRIPTION
	DRAWING SCALE: NTS					
	DATE: 3-4-2014					

DRAWING NUMBER: 24

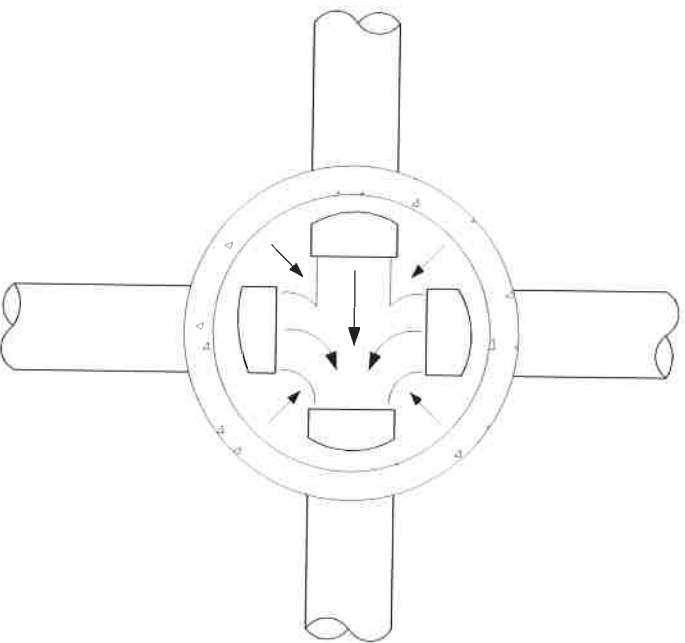
Note:
All channels to be 'U' shaped (See Channel X-Section)



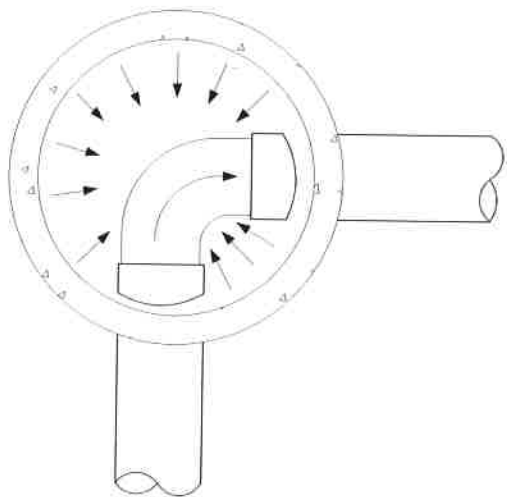
TYPE A



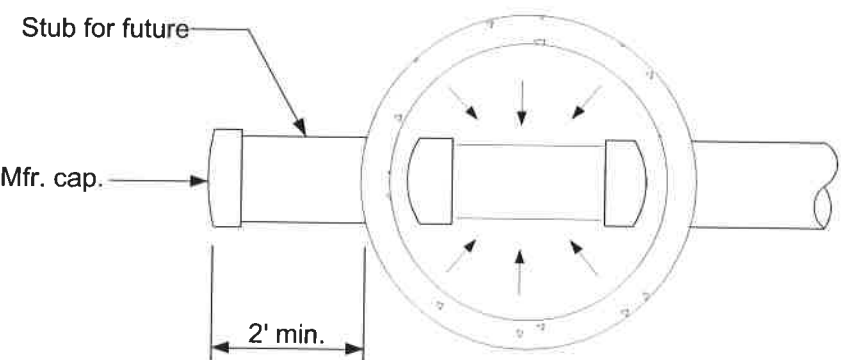
TYPE B



TYPE C

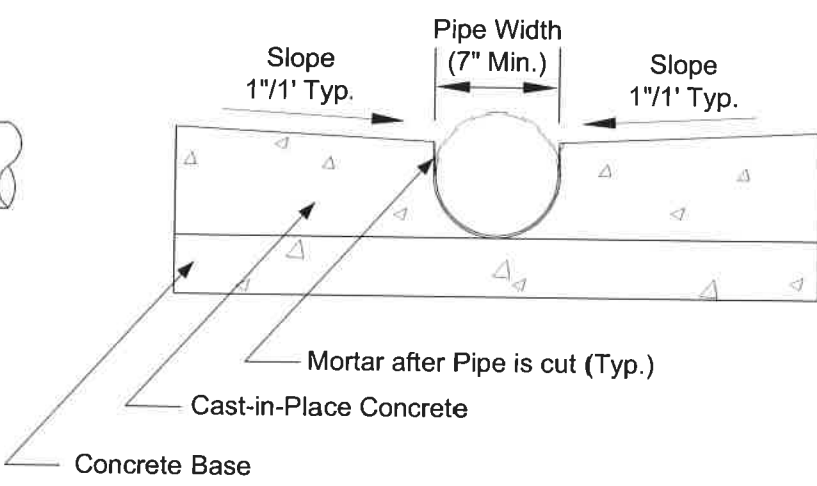


TYPE D



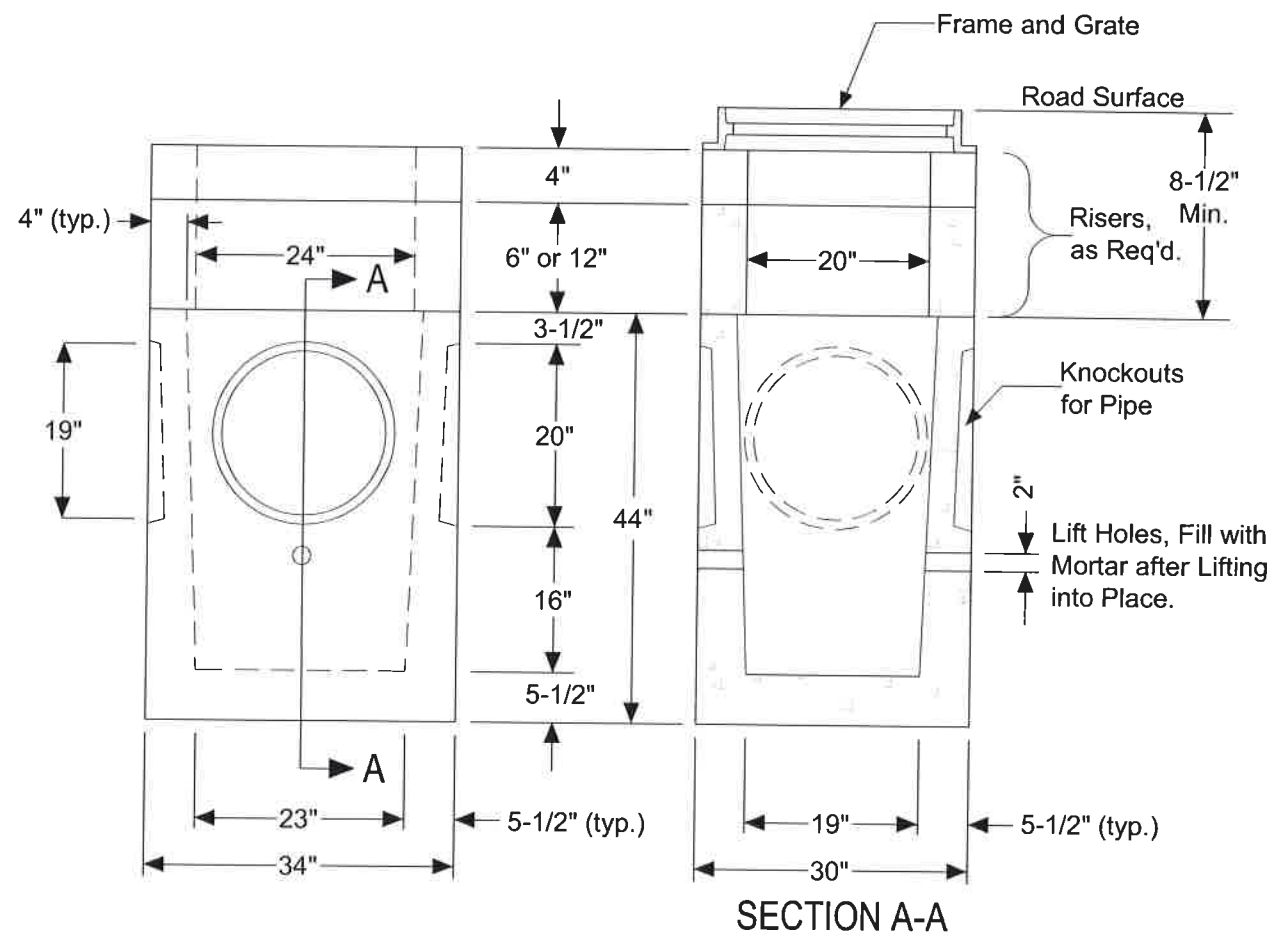
TYPE E

For Dead End Line

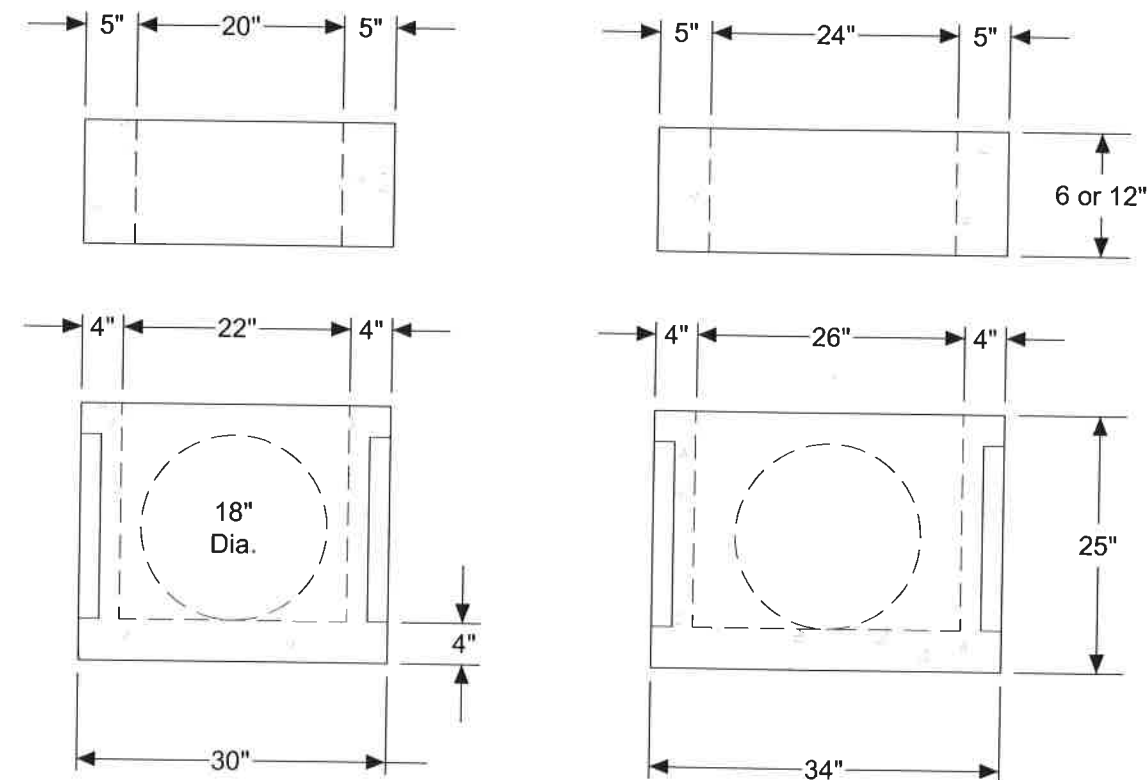


CHANNEL X-SECTION

MANHOLE BASE DETAILS CITY OF MOSCOW ENGINEERING DEPARTMENT		DRAFTED BY: CEE/KWK CHECKED BY: K.Lilly DRAWING SCALE: NTS DATE: 3-4-2014	SIGNED AND DATED		REVISIONS	
			DATE	DESCRIPTION		
DRAWING NUMBER: 25						



CATCH BASIN



CATCH INLET

NOTES:

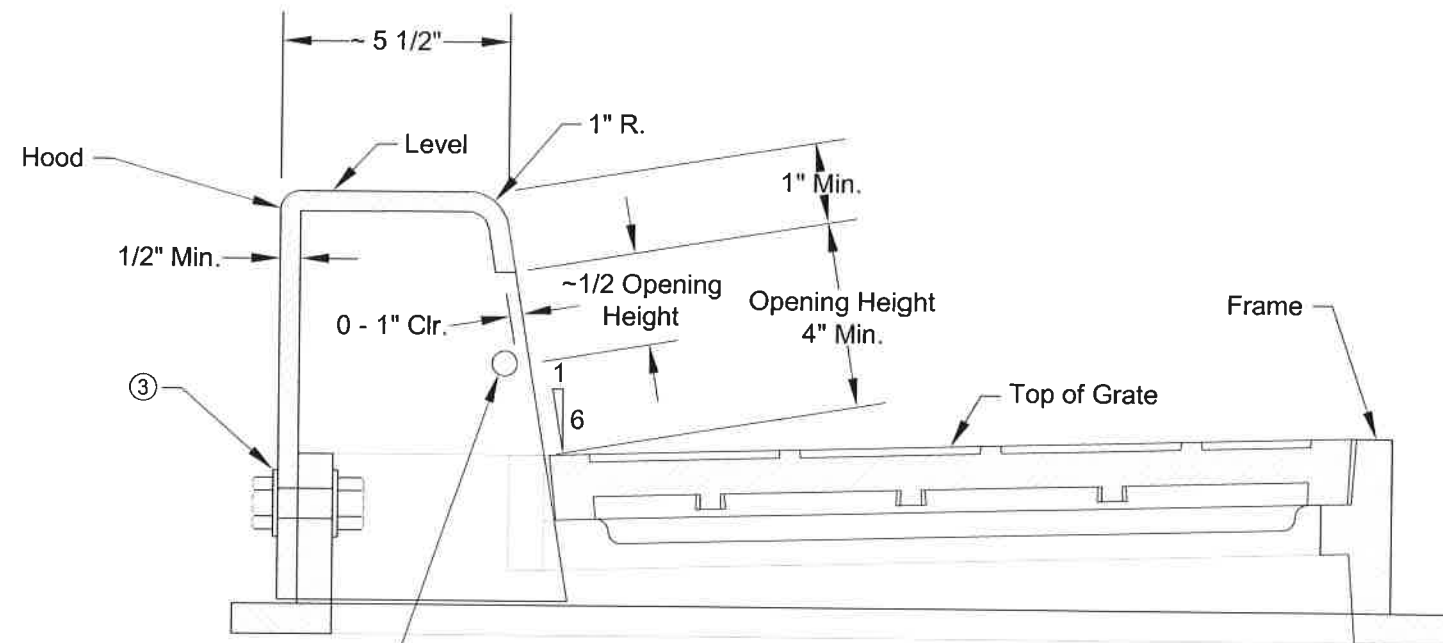
1. Catch Basins shall be used in all City streets, City parking lots, and City alleys for catchment and conveyance of surface runoff. Catch Inlets are not to be used in these locations unless specifically allowed by the City Engineer.
2. Catch Basin shall be precast concrete per WSDOT Catch Basin Type 1 and Catch Inlets per WSDOT Concrete Inlet, unless otherwise approved by the City Engineer.
3. Catch Basins located in paved areas shall have asphaltic patch four inches (4") thick (in two lifts) restoring surface to original line and grade. (see note 6)
4. Catch basins located in gravel streets or alleys shall have grate adjusted two inches (2") below gravel surface.
5. All pipes shall protrude 1"-2" into the basin and shall be neatly mortared all around (inside and outside). Exit pipe to manhole or storm main shall have 1'-6" minimum cover.

6. Catch Basins shall be set 0.10 foot lower than adjoining street grade.
7. All materials shall be manufactured in the U.S.A.
8. Catch Basins and Inlets shall be pre-cast concrete conforming to AASHTO M199 or ASTM C478, as shown.
9. Catch Basins and Inlets shall be backfilled to grade as per adjoining pipe trench backfill.
10. Catch Inlets may only be used as a 'bubbler', area drain, or where clearance over some particular obstacle is necessary and if approved by the City Engineer.
11. Frames and Grates shall be as per the Catch Basin & Catch Inlet Gates and/or the Combination Inlet Standard Drawing.

REVISIONS		SIGNED AND DATED	DRAFTED BY: MAS/KWK	CHECKED BY: K.Lilly	DRAWING SCALE: NTS	DATE: 3-4-2014
DATE	DESCRIPTION					
			CATCH BASIN & CATCH INLET CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:		26				

DATE: 3-4-2014

27a

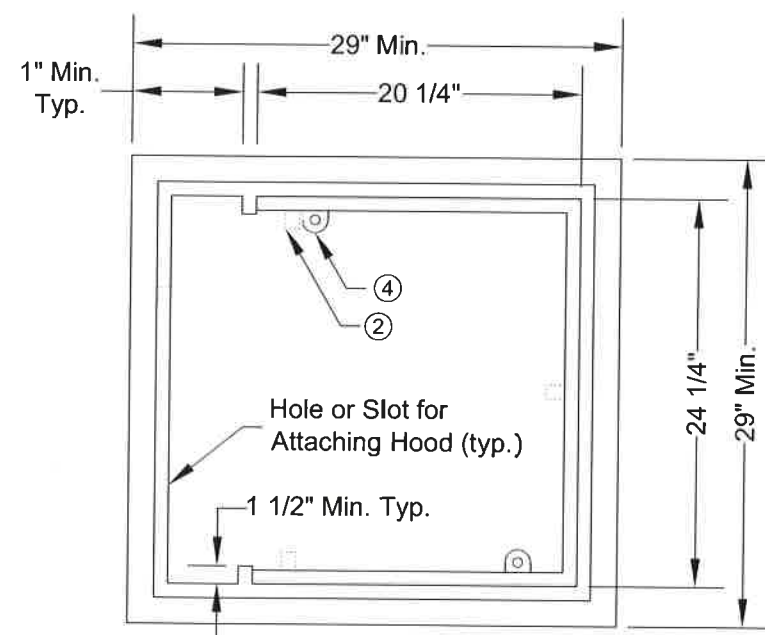


Safety Bar / Debris Guard
5/8" Min. Dia. Steel Rod

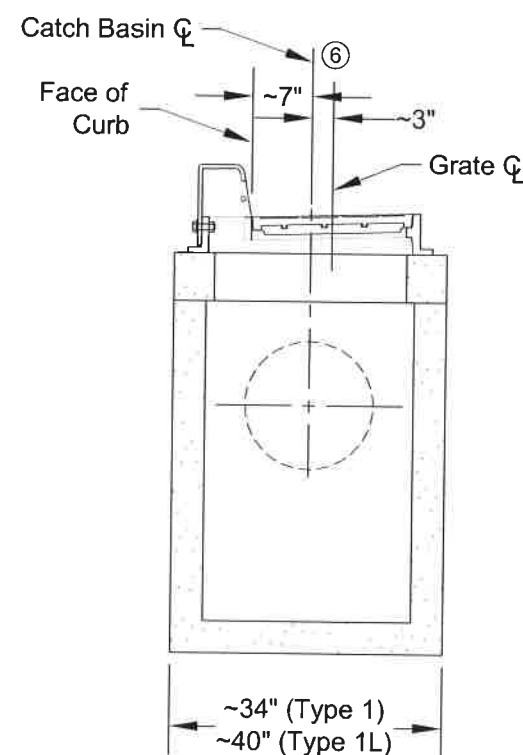
Detail Section A

NOTES:

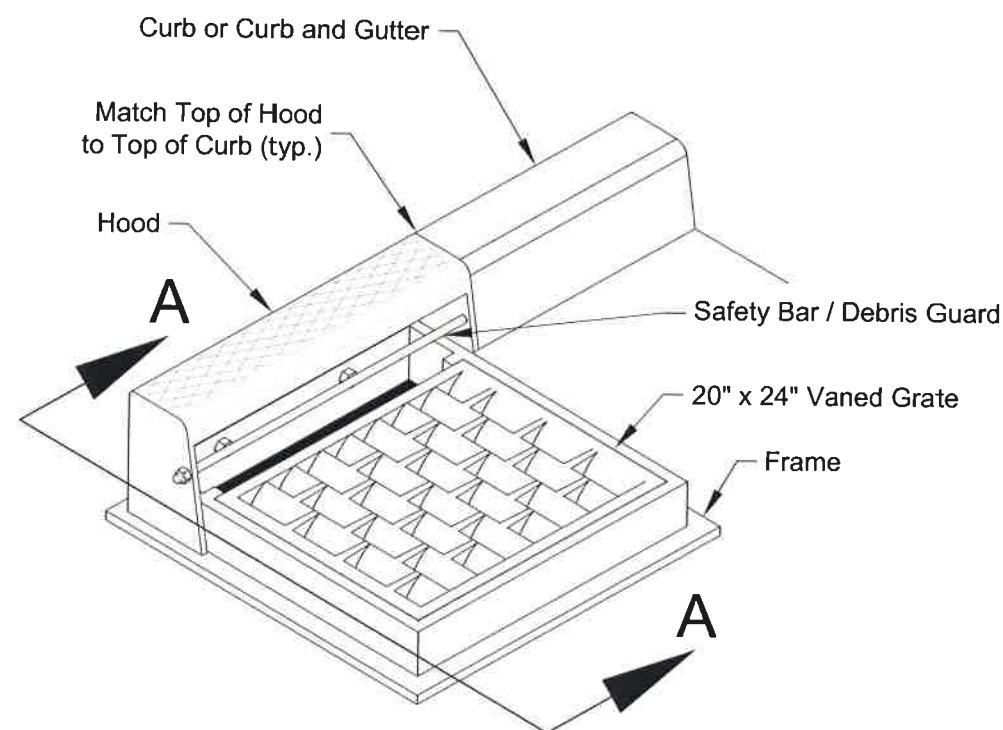
1. Curb and Gutter Pan design as per WSDOT Combination Inlet.
2. The dimensions of the Frame and Hood may vary slightly among different manufacturers. The Frame may have cast features intended to support a grate guard. Hood units shall mount outside of the Frame. The methods for fastening the Safety Bar / Debris Guard Rod to the Hood may vary. The Hood may include casting lugs. The top of the Hood may be cast with a pattern.
3. Attach the Hood to the frame with two 3/4" x 2" hex head bolts, nuts, and oversize washers. The washers shall have diameters adequate to assure full bearing across the slots.
4. When bolt-down grates are specified, provide two holes in the frame that are vertically aligned with the grate slots. Tap each hole to accept 5/8" x 11 NC x 2" hex head cap screws. Location of bolt-down holes varies among different manufacturers. See BOLT-DOWN DETAIL, WSDOT Standard Plan B-30.10.
5. This plan is intended to show the installation details of a manufactured product. It is not the intent of this plan to show the specific details necessary to fabricate the castings shown on this drawing.
6. The asymmetry of the Combination Inlet shall be considered when calculating the offset distance for the catch basin. See SECTION A.



**FRAME DETAIL
TOP VIEW**

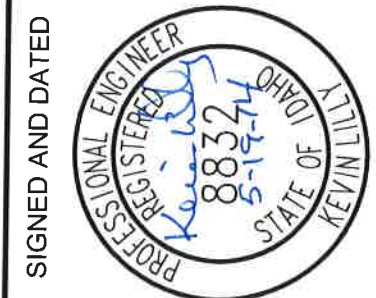


SECTION A



**ISOMETRIC VIEW
COMBINATION INLET**

REVISIONS	DATE	DESCRIPTION



DRAFTED BY: C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: N.T.S.	DATE: 3-4-2014
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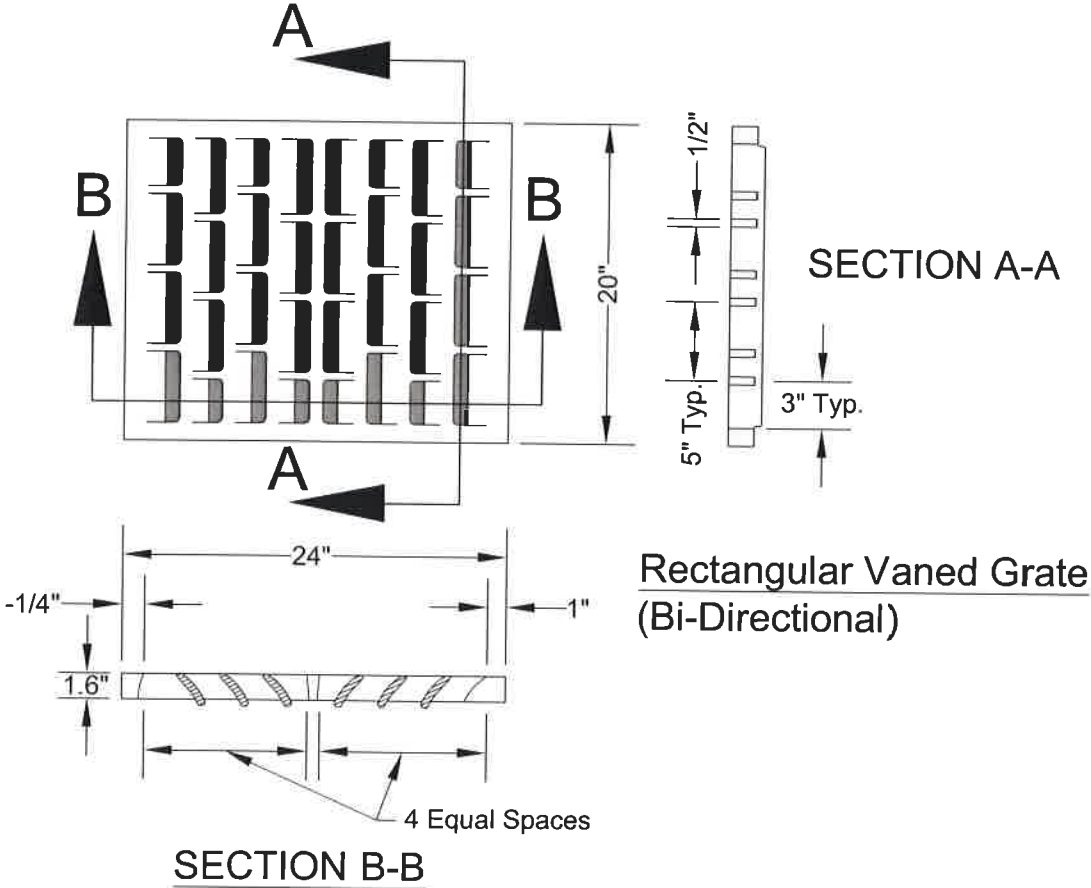
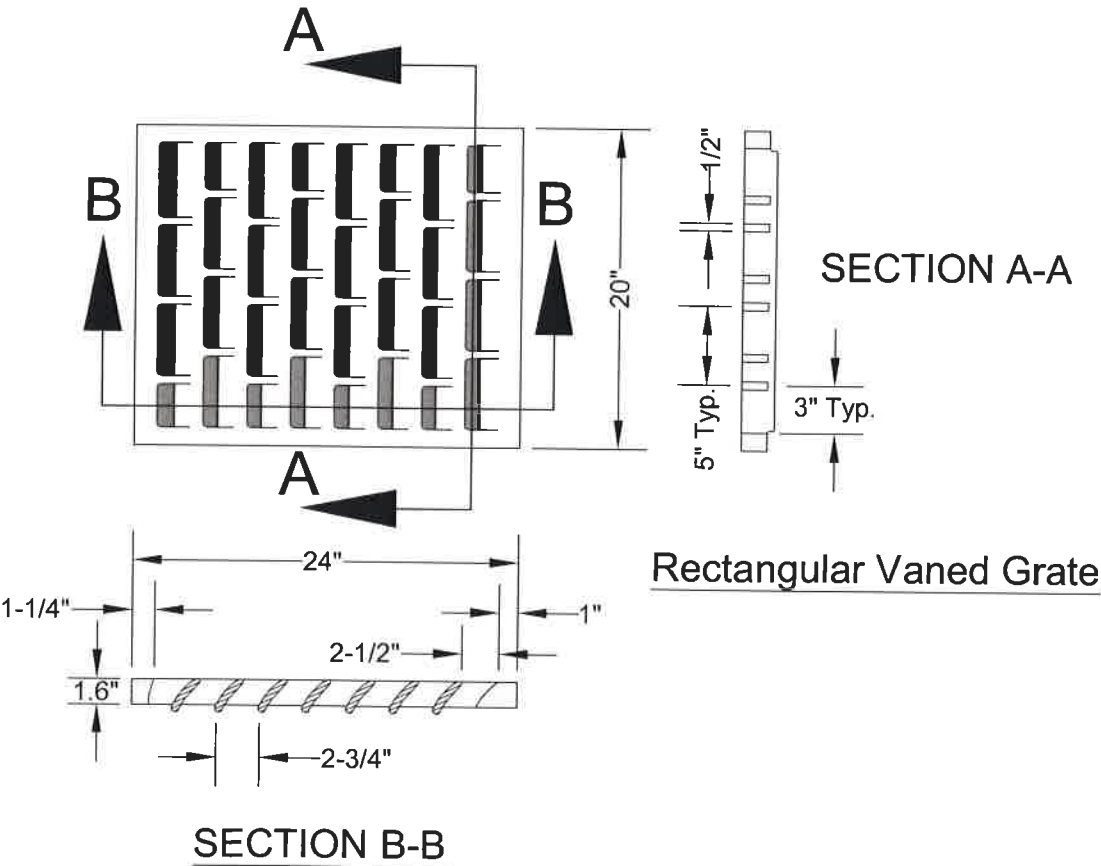
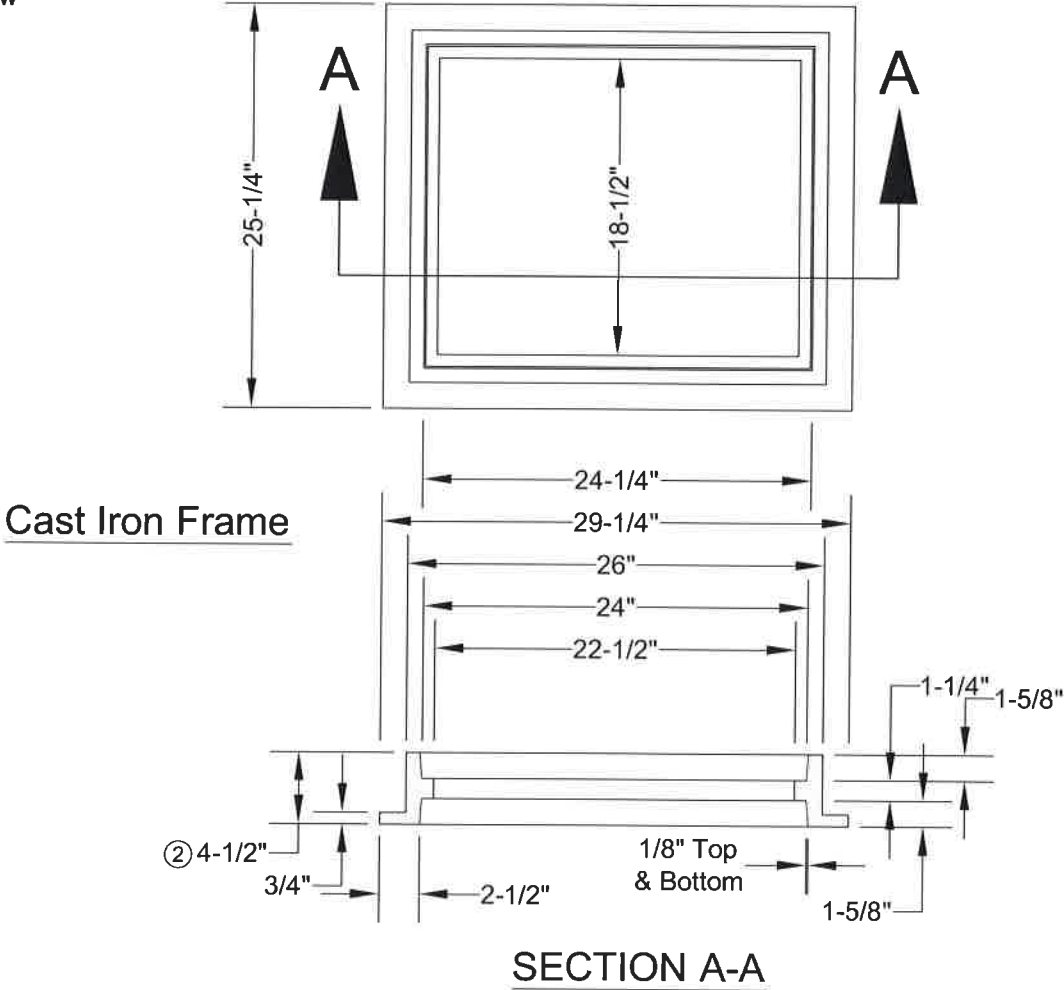
COMBINATION INLET

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

27b

NOTE:
Vaness to be placed
towards origin of
water flow

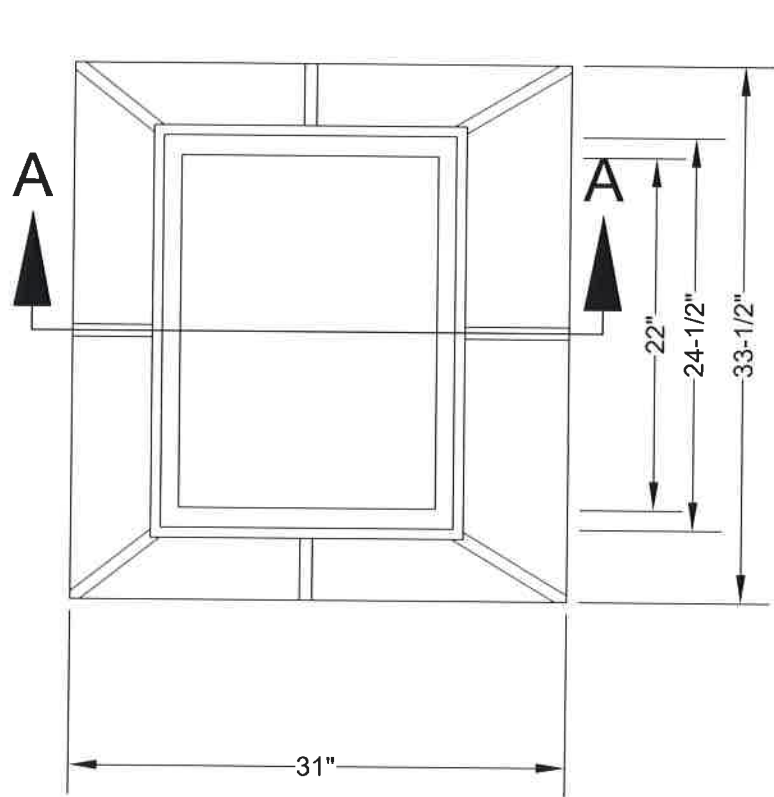


- NOTES:
1. Standard Frame and Grate as per WSDOT Rectangular Frame and Rectangular Grate.
 2. A 2-1/8" riser is also available.
 3. All pipes shall protrude 1"-2" into the inlet and shall be neatly mortared all around (inside and outside). Exit pipe shall have 1.5 foot min. cover.
 4. Inlet grates and catch basins in paved areas shall be set one-tenth of a foot (0.10') lower than adjacent ground elevation.
 5. All materials shall be manufactured in the U.S.A.
 6. Type "A" grate required in all installations unless specifically allowed otherwise by the City Engineer.
 7. Catch basins located in unpaved streets, alleys, or landscaped area shall have grate adjusted two inches (2") below gravel surface.
 8. All basins, frames, and grates shall be rated for heavy traffic loading.
 9. Rectangular solid metal cover may be used at junction points where grate is not necessary.

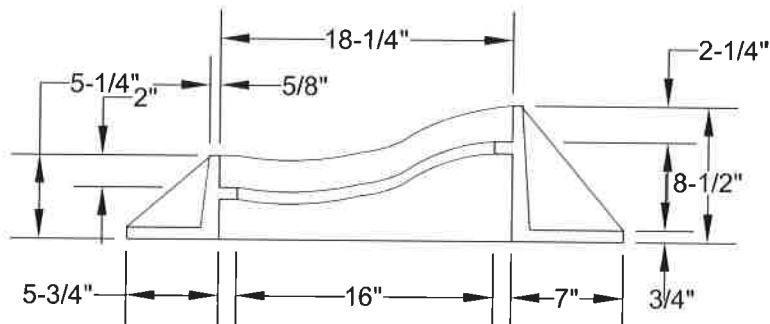
REVISIONS		SIGNED AND DATED	DRAFTED BY: CEE/KWK	CHECKED BY: K.Lilly	DRAWING SCALE: N.T.S.	DATE: 3-4-2014	CATCH BASIN & INLET TYPE 'A' GRATE	CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAWING NUMBER: 27c
DATE	DESCRIPTION								



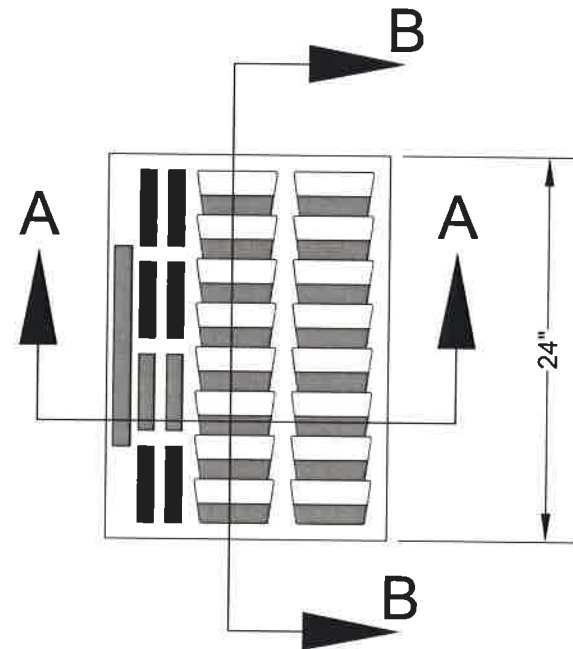
NOTE:
Vaness to be placed
towards origin of
water flow



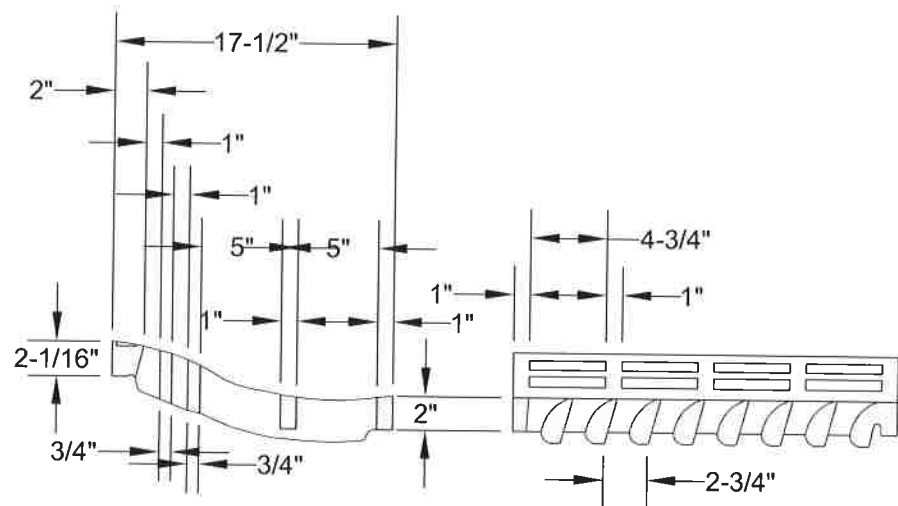
Frame
(Cast Iron)



SECTION A-A



Grate
(Ductile Iron)



SECTION A-A

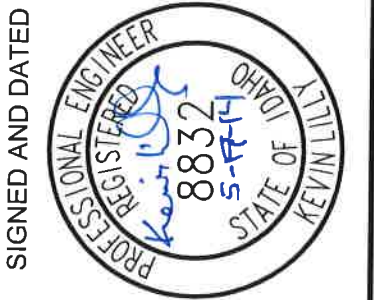
SECTION B-B

NOTES:

1. All pipes shall protrude 1"-2" into the inlet and shall be neatly mortared all around (inside and outside). Exit pipe shall have 1.5 foot min. cover.
2. Inlet grates and catch basins in paved areas shall be set one-tenth of a foot (0.10') lower than adjacent ground elevation.
3. All materials shall be manufactured in the U.S.A.
4. Catch basins located in unpaved streets, alleys, or landscaped areas shall have grate adjusted two inches (2") below gravel surface.

5. All basins, frames, and grates shall be rated for heavy traffic loading.

REVISIONS	
DATE	DESCRIPTION



DRAFTED BY: MAS/KWK	CHECKED BY: K.Lilly	DRAWING SCALE: N.T.S.	DATE: 2-2-2012
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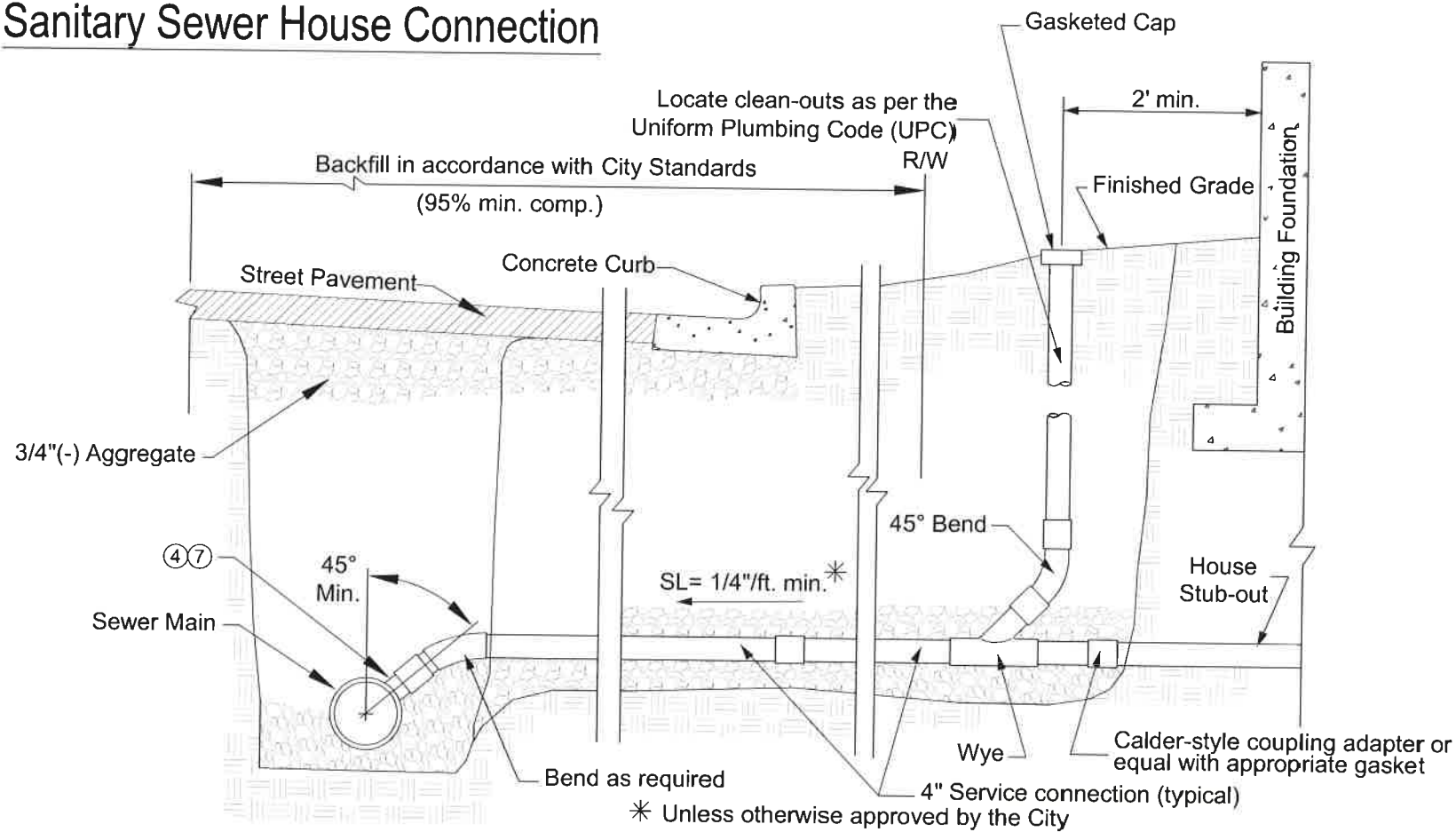
CATCH BASIN & INLET
TYPE 'B' GRATE
(Rolled Curb)

CITY OF MOSCOW
ENGINEERING DEPARTMENT

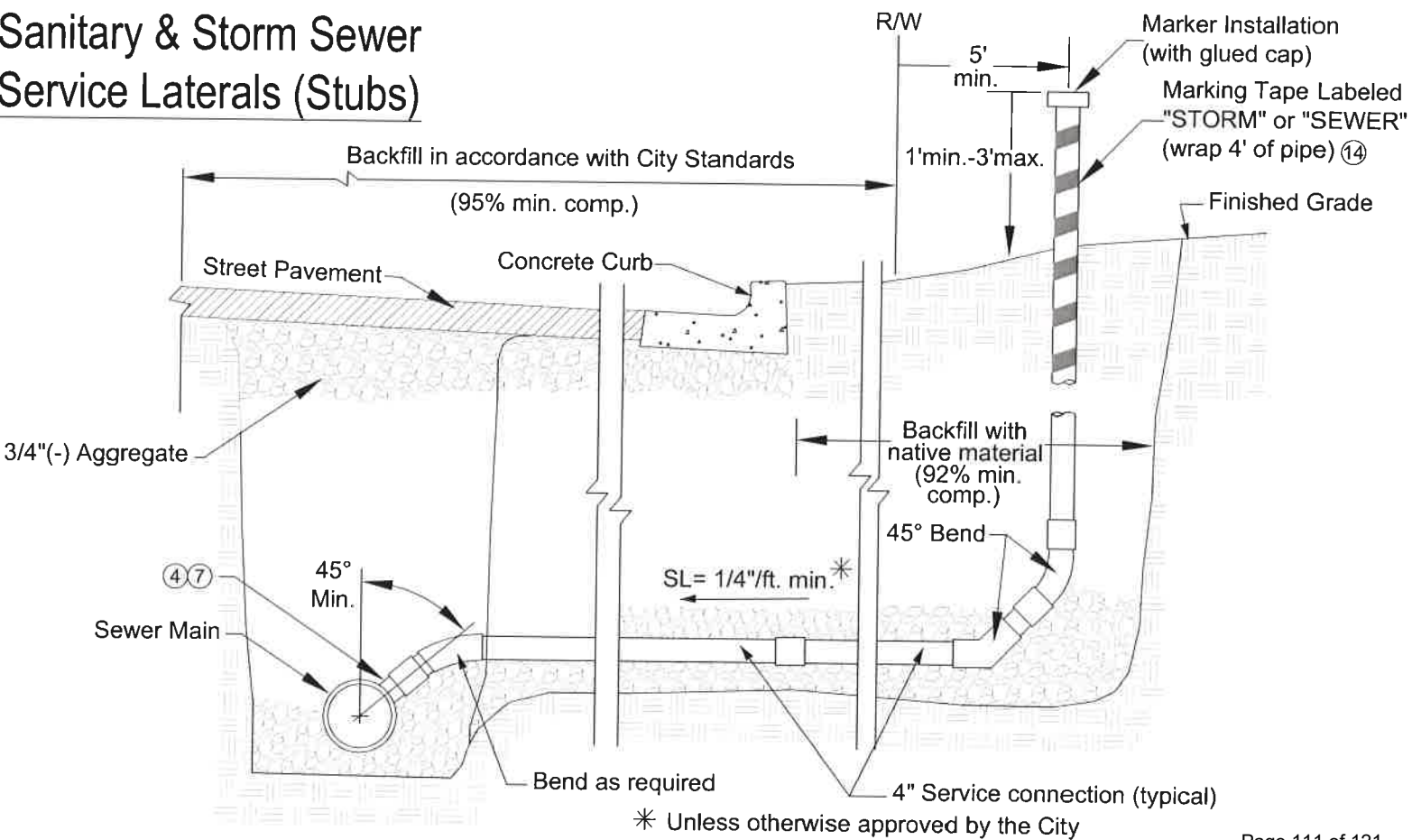
DRAWING NUMBER:

27d

Sanitary Sewer House Connection



Sanitary & Storm Sewer Service Laterals (Stubs)



NOTES:

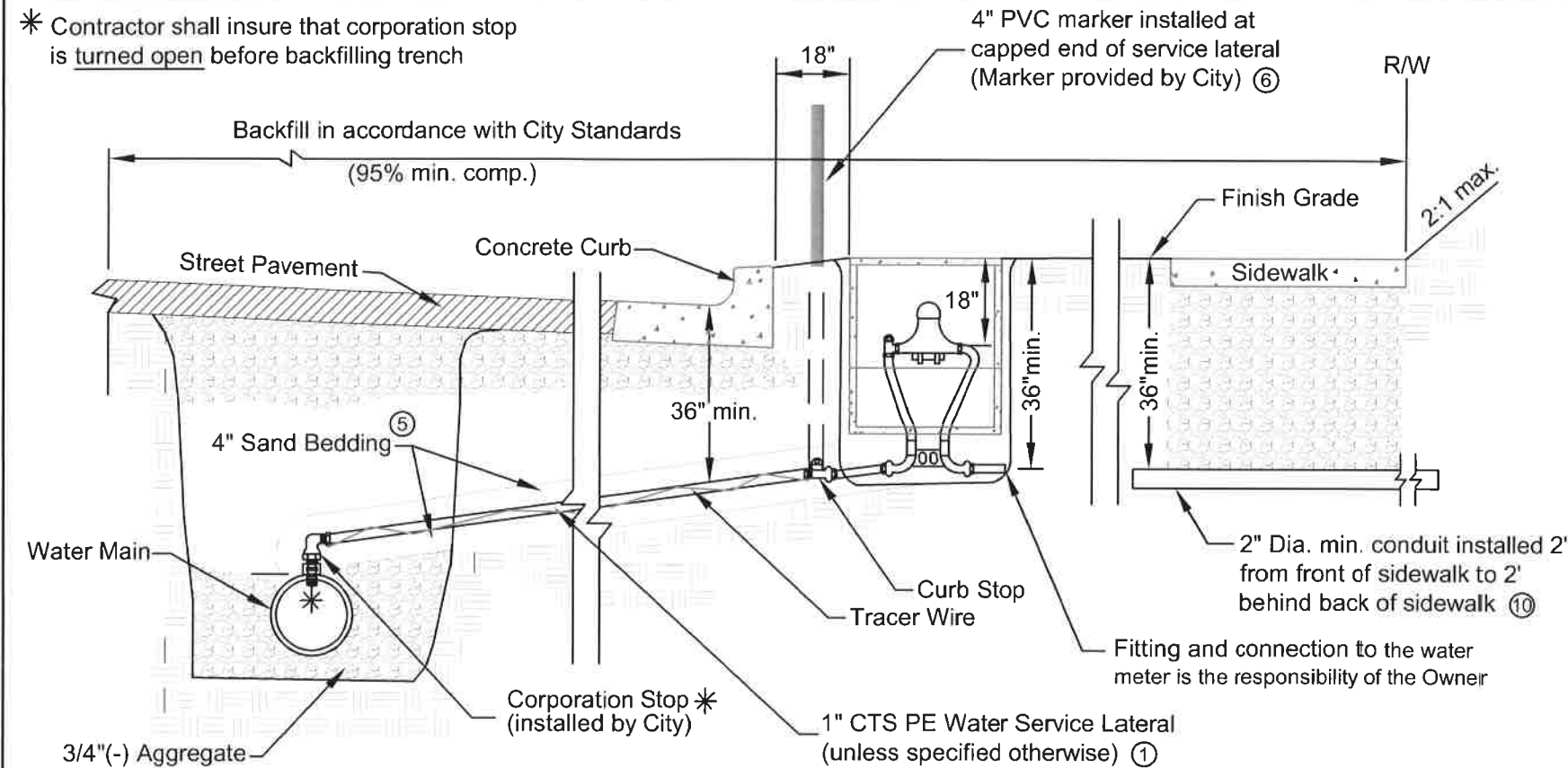
- Pipe materials shall be as follows:
 - Within public right-of-way: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints.
 - From right-of way to within two feet (2') of the house: SDR 35 PVC, (ASTM D-3034), with integral gasketed bell and spigot joints or Schedule 40 ABS plastic pipe with glued fittings.

If the water service line and sanitary or storm drain service lines from the right-of-way to the house are installed in the same trench, the piping material shall be Schedule 40 ABS with glued fittings unless all three of the following requirements are met:

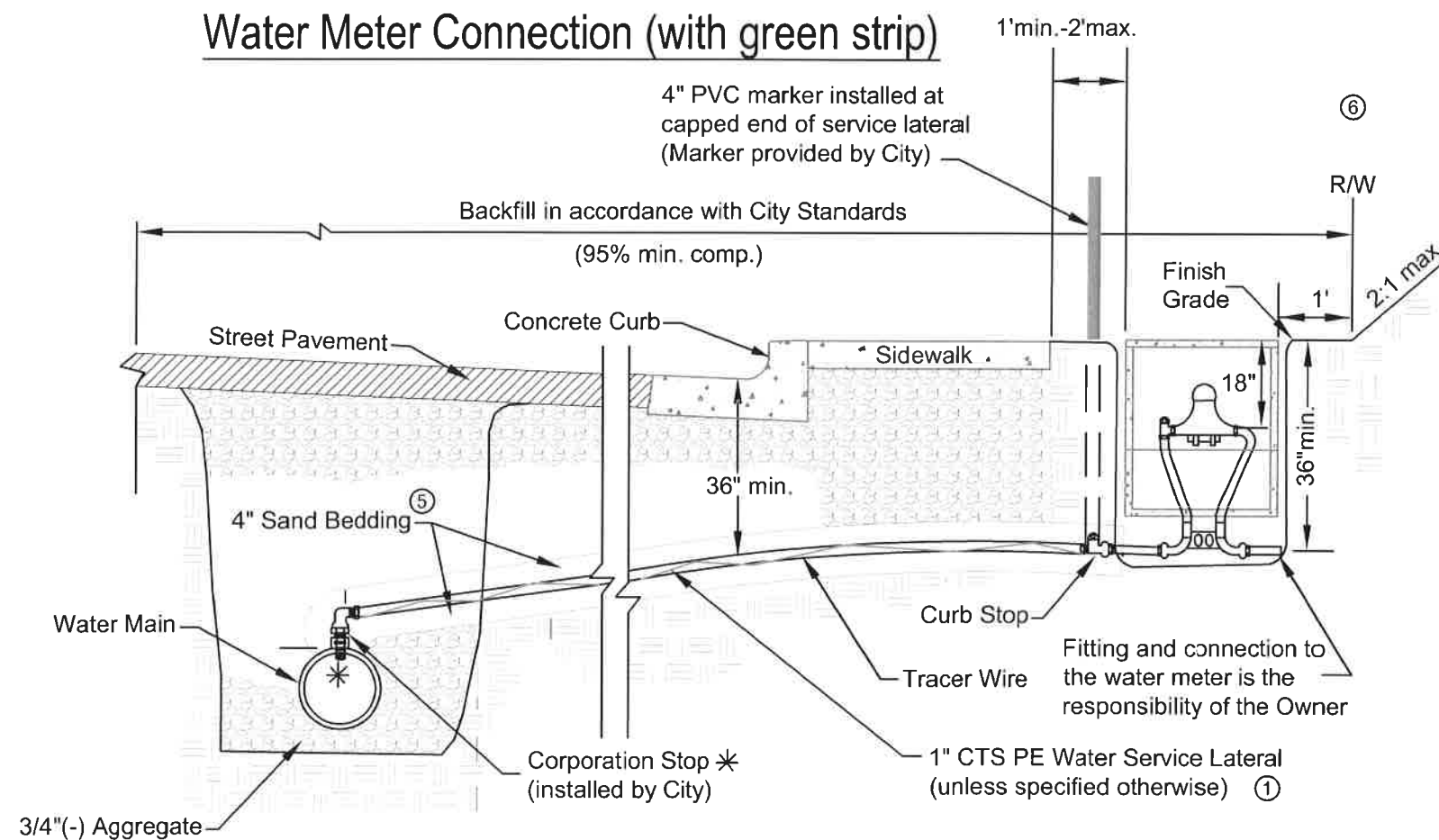
- The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service line.
 - The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
 - Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or storm drain line is a minimum of twelve inches (12") below the water service line.
- Trench bottom to be prepared, as required, for a firm bed.
 - Existing sewer mains shall be tapped by the City, at the Owner's expense.
 - Sewer service laterals shall be connected to the new mains with manufactured wyes. Connection to existing mains require ROMAC 'CB' saddles, or equivalent.
 - Owner to obtain the necessary permits from the Moscow Community Development Department and Public Works Department.
 - This work shall comply with the Uniform Plumbing Code (UPC).
 - Sewer services shall connect to the sanitary sewer main at a point above the centerline of the pipe.
 - Construction to be inspected by the City.
 - Sanitary service laterals (stubs) shall be air tested with the sanitary sewer main.
 - All backfill under sidewalks shall be crushed aggregate. (95% minimum compaction)
 - The service lateral (from main to house) shall be bedded in sand or 3/4"(-) crushed aggregate; from two inches (2") under the pipe to two inches (2") over the pipe.
 - SANITARY service laterals shall be green pipe from the main to the house, including stub outs and markers.
 - STORM service laterals shall be white pipe from the main to the house, including stub outs and markers.
 - Marking tape shall be three inch (3") wide commercially manufactured, and labeled "STORM DRAIN" for storm sewer and "SEWER" for sanitary sewer use.
 - Storm drain and sanitary sewer services (private) located within public street right-of-way or public utility easements shall have a 2.5' minimum burial depth unless specifically allowed otherwise by the City Engineer.

REVISIONS		DESCRIPTION	
DATE			
SIGNED AND DATED			
DRAFTED BY: KWK		CHECKED BY: K.Lilly	
DRAWING SCALE: NTS		DATE: 2-3-2012	
SANITARY & STORM SEWER SERVICE CONNECTIONS		CITY OF MOSCOW ENGINEERING DEPARTMENT	
DRAWING NUMBER:		28	

* Contractor shall insure that corporation stop is turned open before backfilling trench



Water Meter Connection (with green strip)



Water Meter Connection (no green strip)

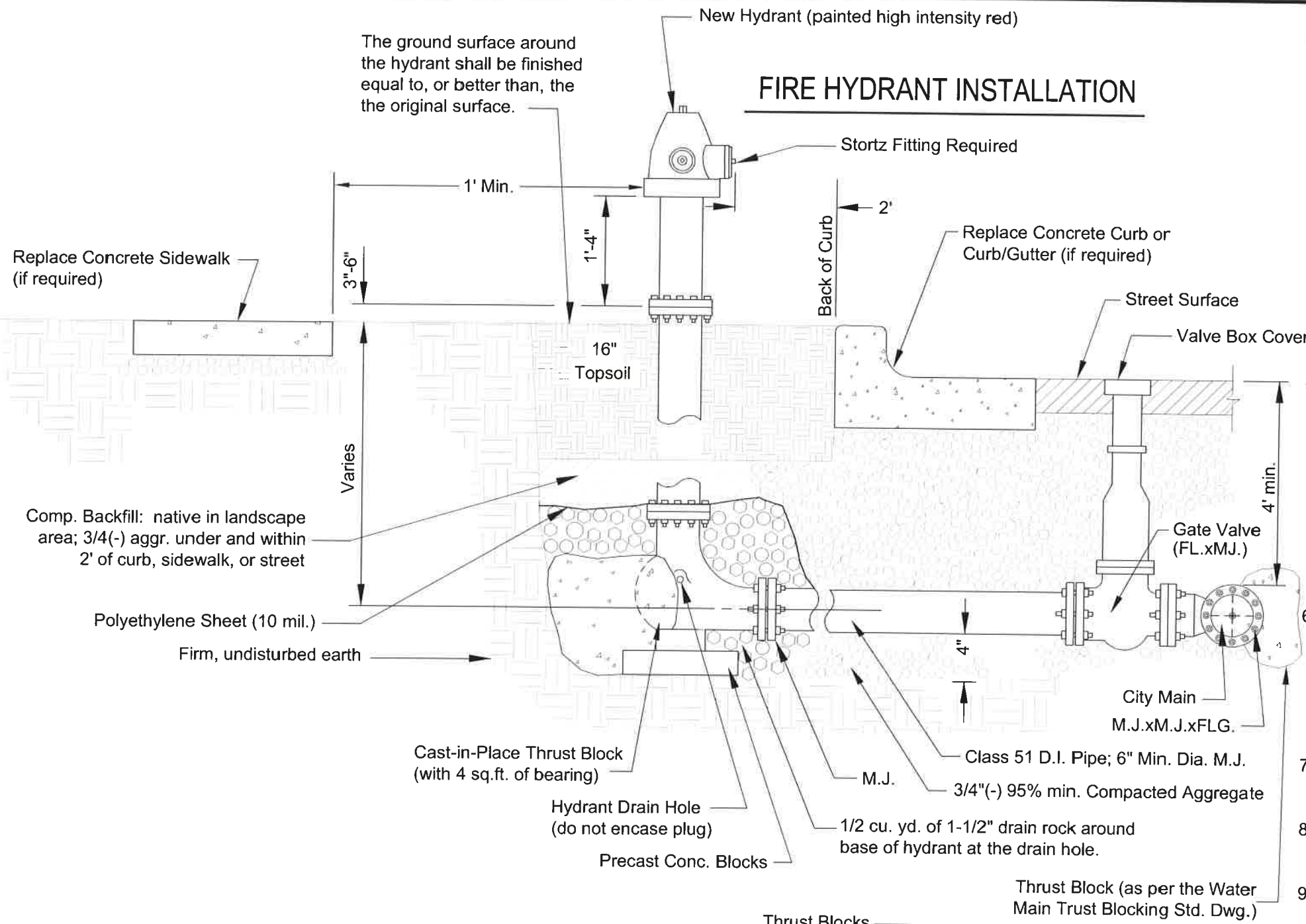
* Contractor shall insure that corporation stop is turned open before backfilling trench

NOTES:

1. Pipe and fittings, from the water main to the curb stop, will be supplied by the City.
2. Water main shall be tapped by the City.
3. Trench bottom to be prepared, as required, for a firm bed.
If the water service line and sanitary or storm drain service lines, from the right-of-way to the house, are installed in the same trench, then all three of the following requirements shall be met:
 - a. The bottom of the water pipe, at all joints, shall be at least twelve inches (12") above the top of the sanitary or storm drain service lines.
 - b. The water pipe shall be placed on a solid shelf, excavated at one side of the common trench, with a minimum clear horizontal distance of at least twelve inches (12") from the sanitary or storm drain service line.
 - c. Where the sanitary or storm drain line crosses the water service line, the top of the sanitary or the storm drain line is a minimum of twelve inches (12") below the water service line.
4. The roadway subgrade shall be established prior to the installation of the water service laterals.
5. The water service lateral shall be bedded in sand or pea gravel from four inches (4") under the pipe to four inches (4") over the pipe.
6. After the installation of the water service lateral, a 4" PVC marker shall be placed at the capped end of the curb stop. The marker will be provided by the City. It shall be the responsibility of the Contractor to install, maintain, and protect the marker.
7. The capped curb stop shall be located eighteen inches (18") beyond the back of curb, if placed in the green strip, and one foot (1') minimum to two feet (2') maximum beyond the back of sidewalk, if sidewalk is installed next to the curb.
8. The capped curb stop shall be buried to a minimum depth of thirty six inches (36") from finished grade elevation.
9. The water service lateral and curb stop shall be installed perpendicular to either the curb or the sidewalk.
10. When water meter is located in the green strip, a two inch (2") minimum diameter conduit shall be installed extending two feet (2') from the front of the sidewalk to two feet (2') behind the back of sidewalk.
11. Pipe installation shall be inspected by the City before the trench is backfilled.
12. Owner to obtain the necessary permits from the Moscow Community Development Department and Public Works Department.
13. The Owner's work shall comply with the Uniform Plumbing Code (UPC).
14. All backfill under sidewalks shall be 3/4"(-) crushed aggregate (95% min. compaction).

WATER SERVICE CONNECTIONS CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: KWK	SIGNED AND DATED 	REVISIONS	
	CHECKED BY: K.Lilly		DATE	DESCRIPTION
	DRAWING SCALE: NTS			
	DATE: 3-5-2014			
DRAWING NUMBER:		29		

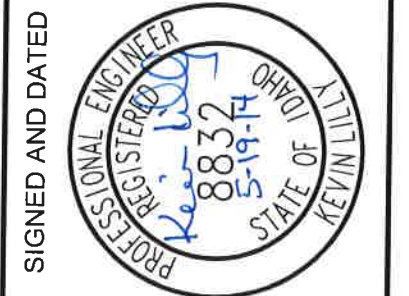
FIRE HYDRANT INSTALLATION



NOTES:

- Thrust blocks shall be cast against undisturbed, firm earth.
- Hydrants shall be set truly vertical.
- Materials and installation shall also conform to the City's Standard Specifications.
- FOR LIVE TAP ONLY: After the Contractor exposes the main, the City will provide the labor and pipe tapping tools for this connection at a set fee to the Contractor. Contractor is responsible for trench backfill and street patch in accordance with City Standards.
- Where sidewalk is adjacent to or within four feet (4') of the back of curb the hydrant shall be located one foot (1') behind the sidewalk (measured from the face of the hydrant cap to back of sidewalk). Where there is curb but no sidewalk the hydrant shall be located two feet (2') from the back of curb (measured to the face of the hydrant cap). Where there is no sidewalk or curb locate the hydrant as directed by the City Engineer.
- All fire hydrants and the water lines to the fire hydrants become the City's once installed. Twenty foot (20') wide public utility easements centered on and around the fire hydrant and the waterline to the fire hydrant shall be granted to the City.
- Furnish and install protective bollards if required by the City Engineer.
- A three foot (3') radius clear zone required all around fire hydrant, maximum slope of 10%.
- Fire hydrant to be set to manufacturer elevation and bury specifications.

REVISIONS	DESCRIPTION
DATE	



DRAFTED BY:	CEE/KWK
CHECKED BY:	K.Lilly
DRAWING SCALE:	NTS
DATE:	3-5--2014

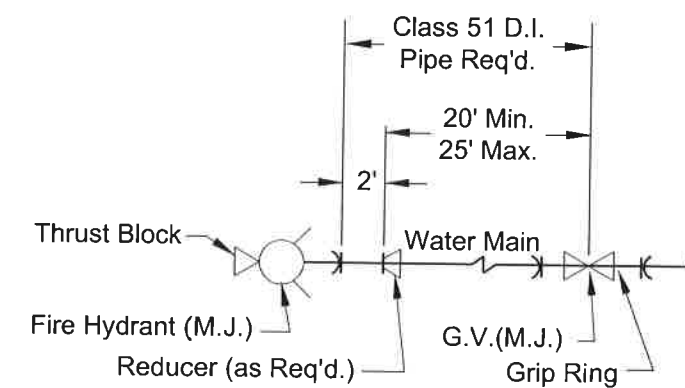
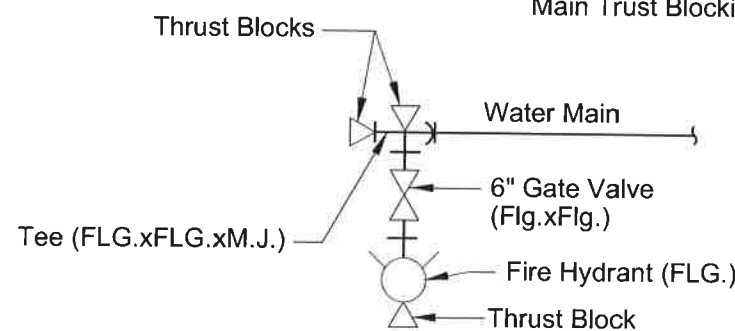
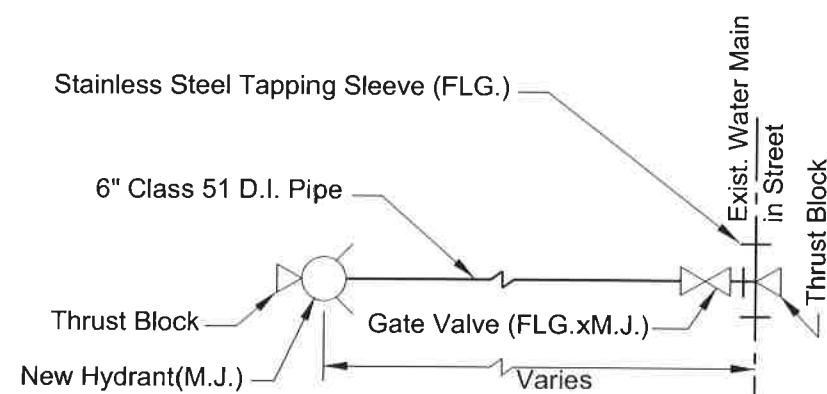
FIRE HYDRANT ASSEMBLY

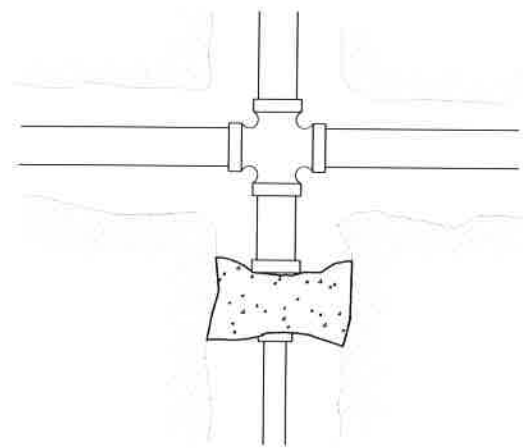
CITY OF MOSCOW

ENGINEERING DEPARTMENT

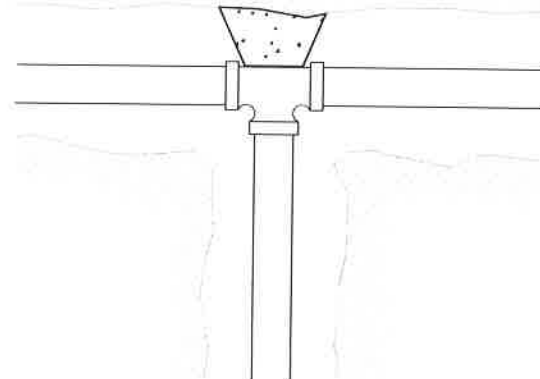
DRAWING NUMBER:

30

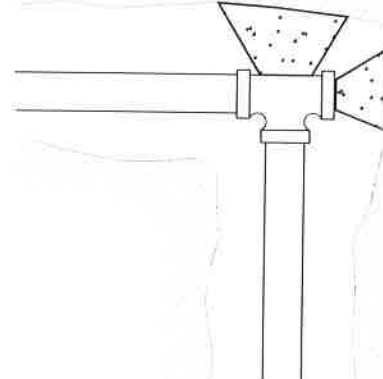




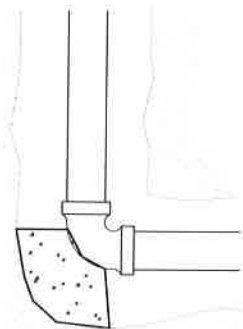
CROSS WITH REDUCER



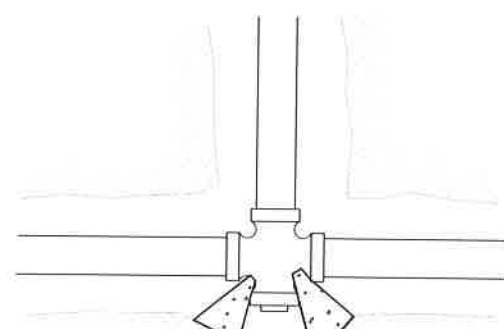
TEE



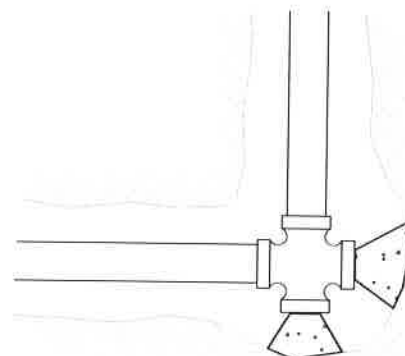
TEE WITH PLUG



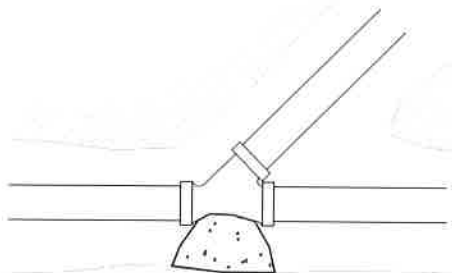
90° ELBOW



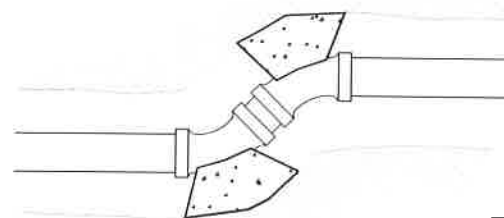
CROSS WITH PLUG



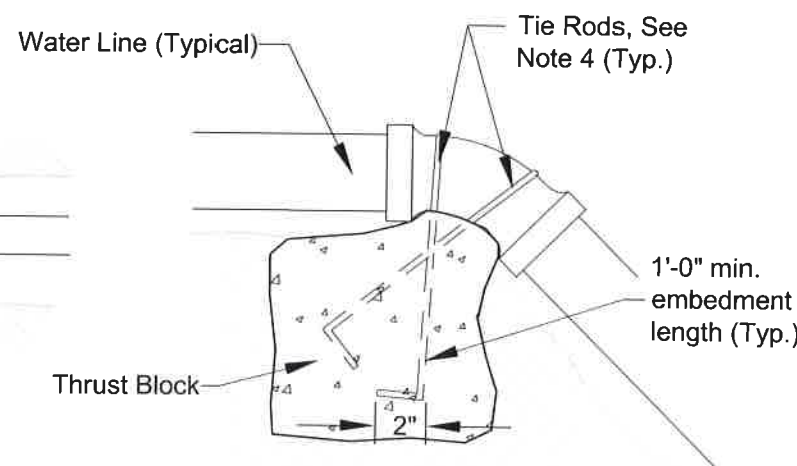
CROSS WITH 2 PLUGS



WYE



11-1/4°, 22-1/2°
OR 45° BENDS



VERTICAL DOWN BENDS

THRUST BLOCK SIZE

Size of Pipe	Horizontal Bends Sq. Feet of Bearing on Undisturbed Earth				Vertical Down Bends Cu.Yds.
	Tees & Deadends	90°	45°	22 1/4° 11 1/4°	
4"	2	3	1-1/2	1	1/2
6"	4	5-1/2	3	1-1/2	1/2
8"	7	9-1/2	5	2-1/2	1
10"	11	15	8-1/2	4	1-1/2
12"	15-1/2	22	12	6	2
16"	21	27	21	11	2-1/2

NOTES:

1. Thrust blocking for water mains shall be, as a minimum, the size indicated in the above Table.
2. Concrete shall be from a commercial source and be a minimum of 5-sack mix or ITD Class 22.
3. Concrete shall not be allowed in joints or in contact with pipes. Protect with plastic or paper sheeting prior to placing concrete.
4. Tie rods shall be 3/4" minimum diameter steel; coat tie rods with bituminous coating or approved equal. Hook (2" min.) all embedded ends.
5. The minimum distance between the fitting and excavated bank shall be three (3) pipe diameters.
6. Thrust blocks shall be cast against firm, undisturbed earth, as approved by the City Engineer.
7. Thrust blocks must be inspected by the City prior to backfill.
8. Thrust blocks for vertical up bends shall correspond to the requirements of horizontal bends.

REVISIONS

DATE DESCRIPTION

SIGNED AND DATED



DRAFTED BY:
RKC/KWK

CHECKED BY:
K.Lilly

DRAWING SCALE:
N.T.S.

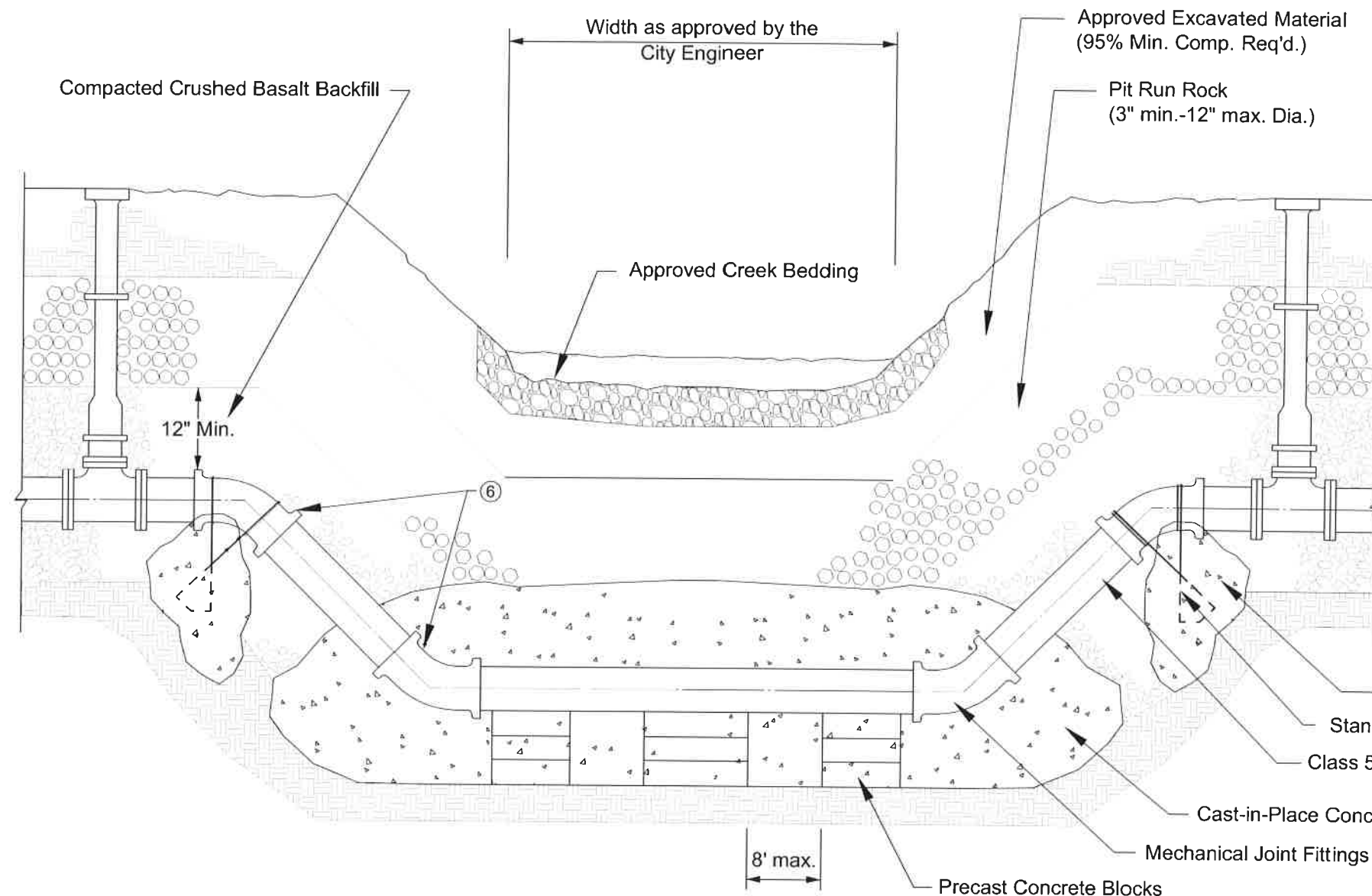
DATE: 2-6-2012

WATER MAIN
THRUST BLOCKING

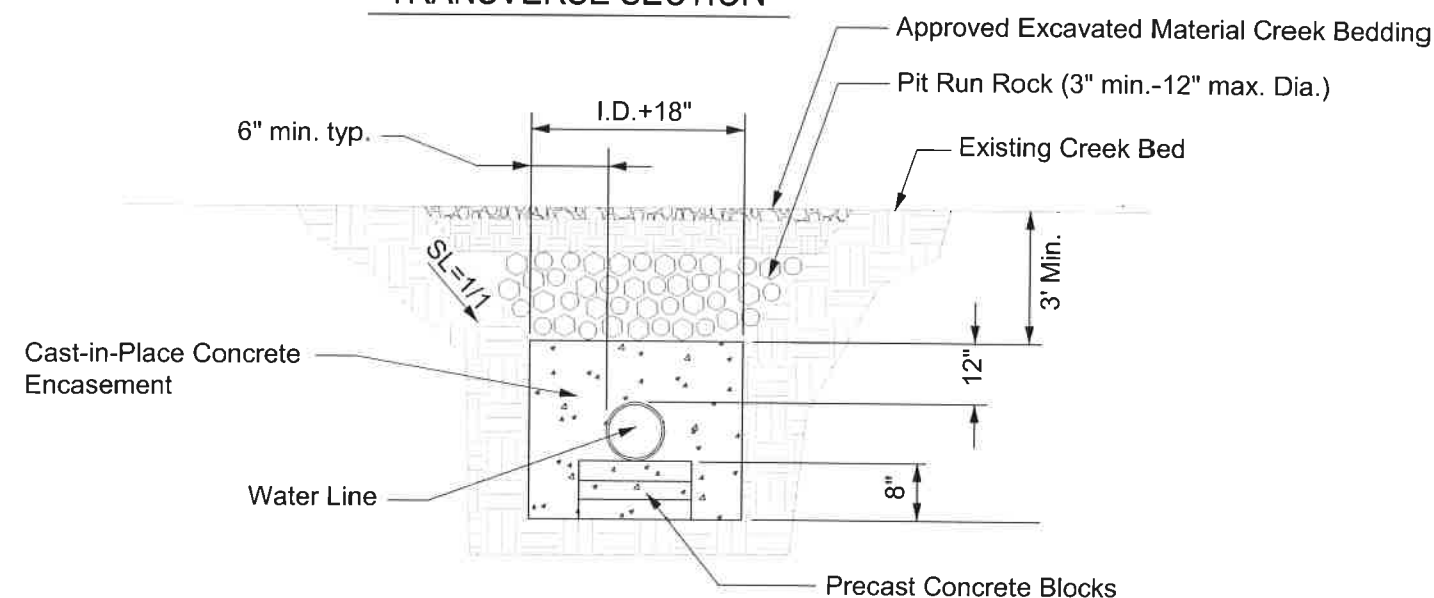
CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

31



TRANSVERSE SECTION



LONGITUDINAL SECTION

NOTES:

1. Gate valves shall be located each side of the crossing.
2. The depth of burial and location must provide for creek bank cleaning excavations.
3. Subgrade at the bottom of the trench must be firm. If not, the trench must be over-excavated as directed by the City Engineer and backfilled with compacted 3/4"(-) crushed basalt.
4. Concrete encasement shall be 6-sack City Standard.
5. Tie rods shall be per City Standard for vertical thrust blocks.
6. Grip rings shall be used with all creek crossing mechanical joint fittings, including the gate valves.
7. Creek crossing permits required as applicable. Creek bottom and bank restoration as required by Army Corps of Engineers Permit.
8. Erosion and sediment control shall comply with City Code.
9. Minimum water main cover = 4.0 ft. throughout the crossing; as measured from finish grade to top of pipe.

REVISIONS	DESCRIPTION	DATE

SIGNED AND DATED



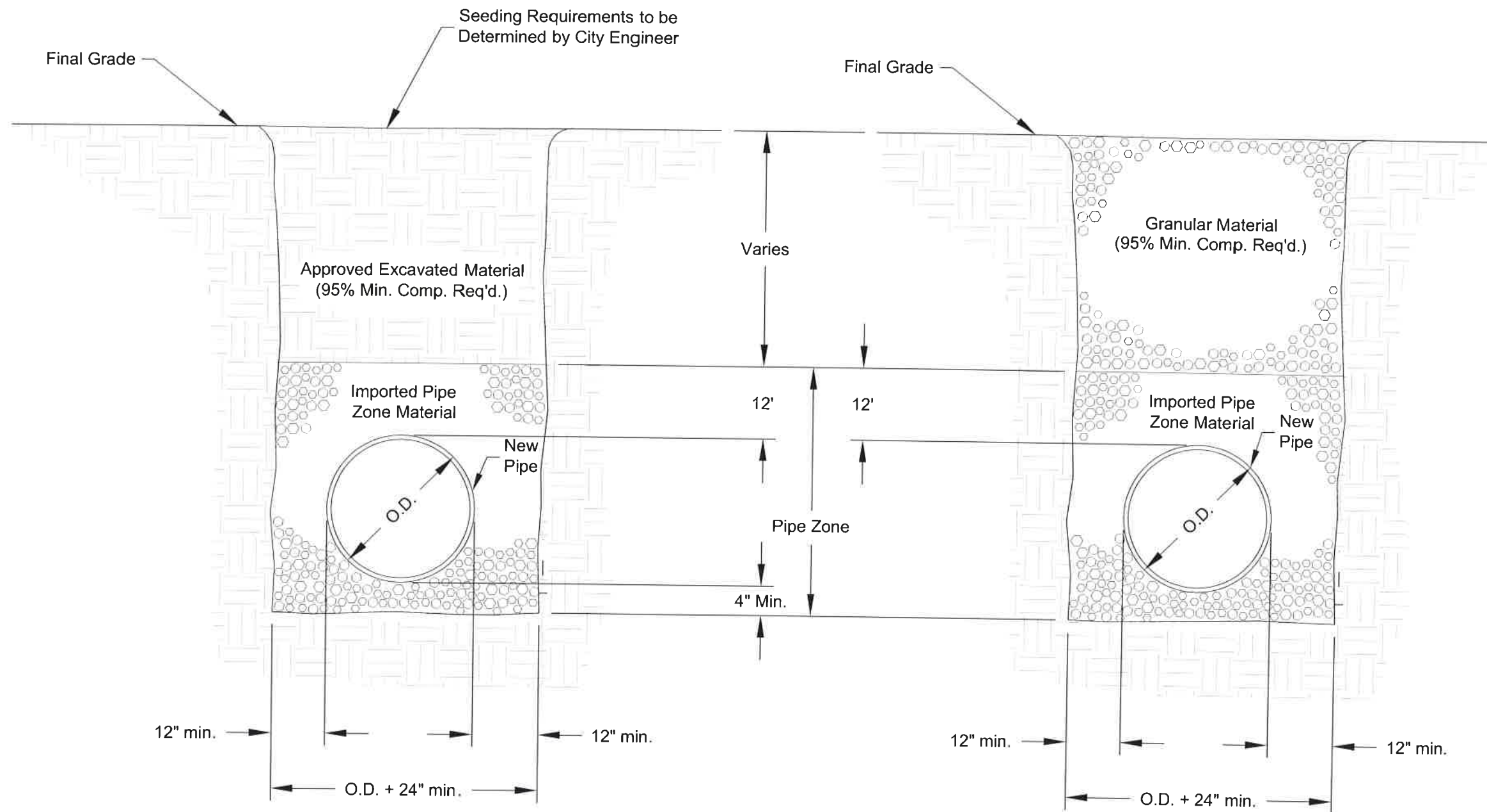
DRAFTED BY:	MAS/KWK
CHECKED BY:	K.Lilly
DRAWING SCALE:	NTS
DATE:	3-5-2014

WATER MAIN
CREEK CROSSING

CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

32



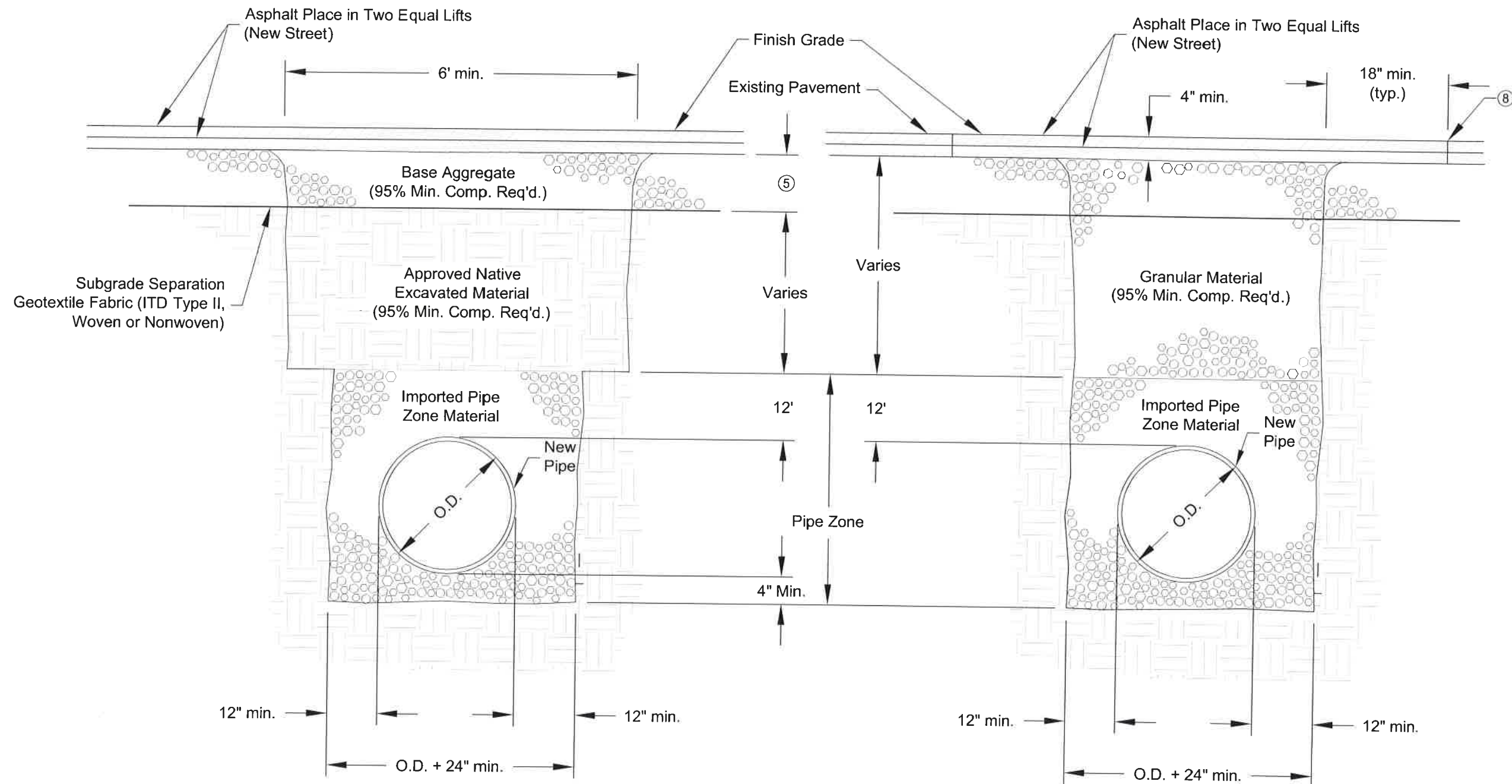
BACKFILL CLASS C
TYPICAL SECTION

BACKFILL CLASS D
TYPICAL SECTION

NOTES:

1. Class 'C' Backfill shall be used in areas where asphalt pavement, concrete curb, sidewalk, driveway, or gravel surfacing is not anticipated and where topsoil is not required.
2. Class 'D' Backfill is for areas where asphalt pavement, concrete, curb, sidewalk, or gravel surfacing is existing or anticipated.
3. Contractor shall comply with the most current OSHA requirements for excavations.
4. Backfill shall comply with the requirements of the City's Standard Construction Specifications.

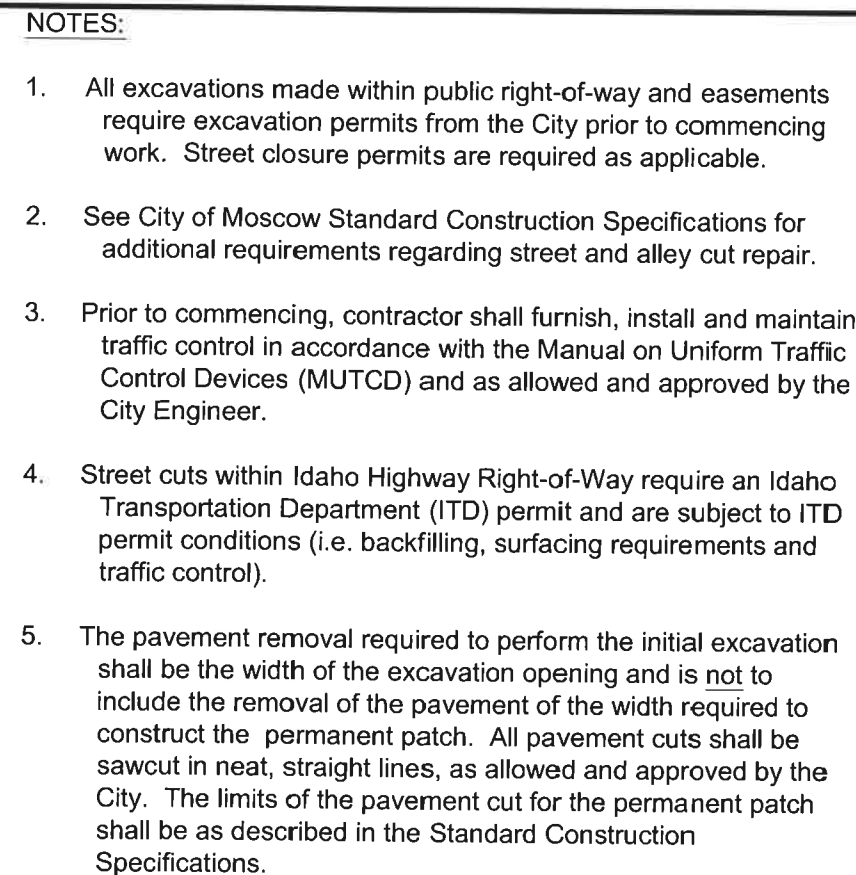
REVISIONS		SIGNED AND DATED	DRAFTED BY: K. Kipp/C. Edwards	CHECKED BY: K. Lilly	DRAWING SCALE: NTS	DATE: 3-5-2014
DATE	DESCRIPTION					
			BACKFILL CLASS C & D CITY OF MOSCOW ENGINEERING DEPARTMENT			
DRAWING NUMBER:		33b				



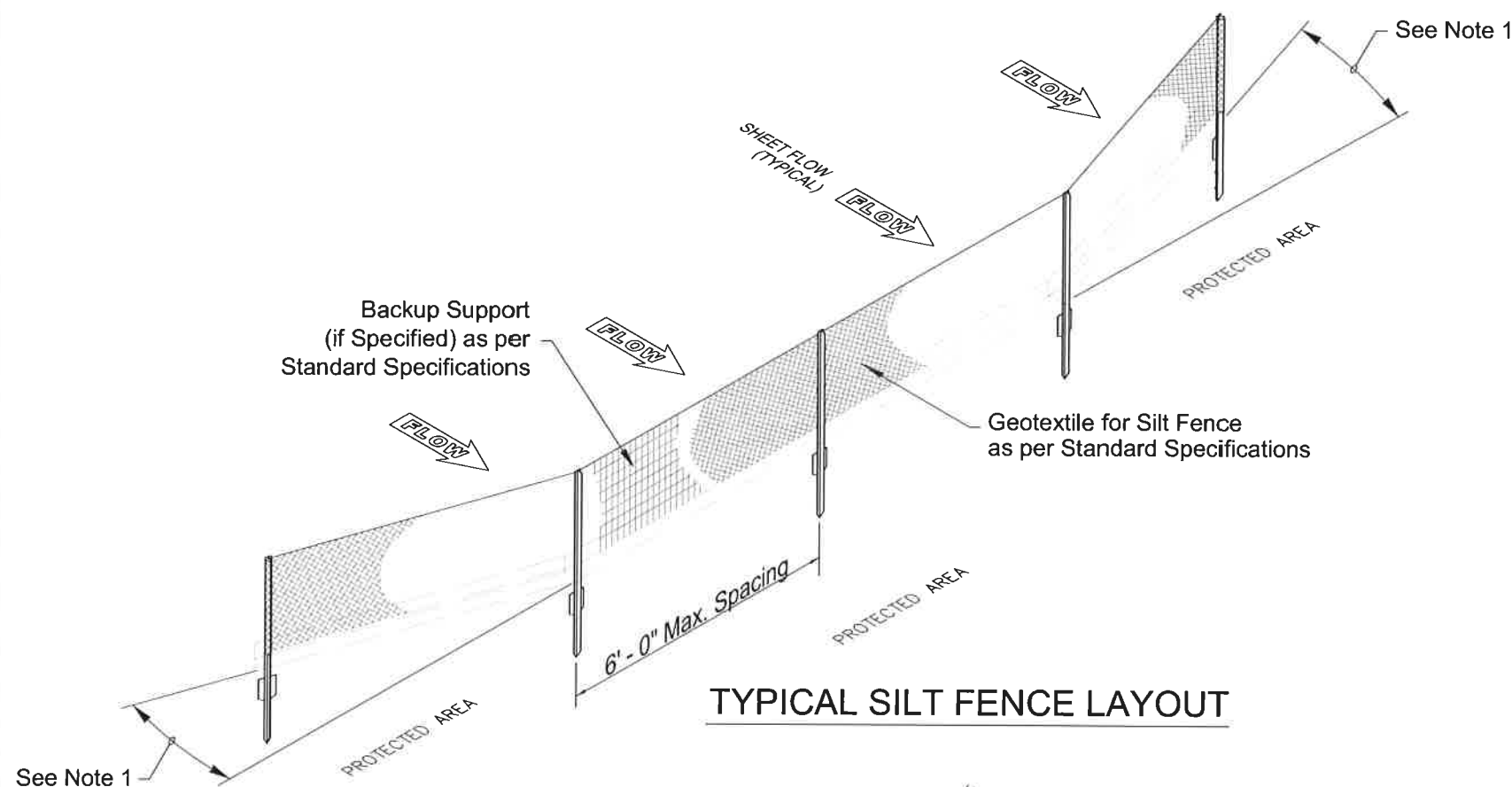
NOTES:

- Class 'E' Backfill may be substituted for Class 'D' Backfill within new streets only (not existing streets) if specifically allowed by the City Engineer.
- Class 'F' Backfill shall be utilized in trenches within existing pavement.
- Compaction for all trench backfill above the pipe zone shall be 95% minimum of AASHTO T99. All native backfill material shall be placed in six inch (6") maximum lifts and wide sheepsfoot roller. Density testing frequency for native backfill will be in excess of that required for the Class 'D' crushed aggregate backfill.
- Backfill around manholes and catch basins shall be all crushed aggregate; native material backfill will not be allowed.
- Base aggregate depth and type to be the same as that required for the street section where this trench backfill is utilized.
- All trenches excavated within existing paved streets shall be backfilled and surfaced the same day with a two inch (2") thick compacted cold mix asphalt patch (smooth) - to be replaced with the City's standard four inch (4") hot mix asphalt surfacing as soon as scheduling allows; unless specifically approved otherwise by the City Engineer.
- The new asphalt patch shall match the existing pavement grade. Across the width of the trench, the new surface shall not exceed 0.25 inches out-of-level.
- Existing pavement shall be cut full depth and in continuous, straight lines. Broken edges will not be allowed. Pavement cuts shall be 'tacked' immediately prior to installation of the hot mix patch.
- Contractor shall comply with the most current OSHA requirements for excavations.
- Backfill shall comply with the requirements of the City's Standard Construction Specifications.

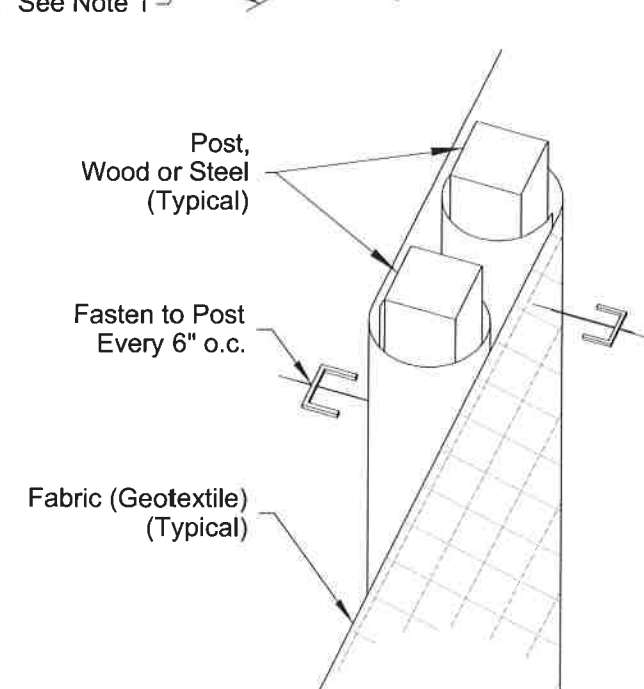
REVISIONS		SIGNED AND DATED		
DATE	DESCRIPTION	DRAFTED BY:	CHECKED BY:	
		K. Kipp/C. Edwards	K. Lilly	DRAWING SCALE:
				NTS
				DATE: 3-5-2014
BACKFILL CLASS E & F		CITY OF MOSCOW ENGINEERING DEPARTMENT		
		DRAWING NUMBER: 33c		



STREET / ALLEY CUT REPAIR CITY OF MOSCOW ENGINEERING DEPARTMENT	DRAFTED BY: C. Edwards CHECKED BY: K. Lilly DRAWING SCALE: NTS DATE: 3-5-2014		SIGNED AND DATED		REVISIONS	
			DATE	DESCRIPTION		
DRAWING NUMBER: 34						

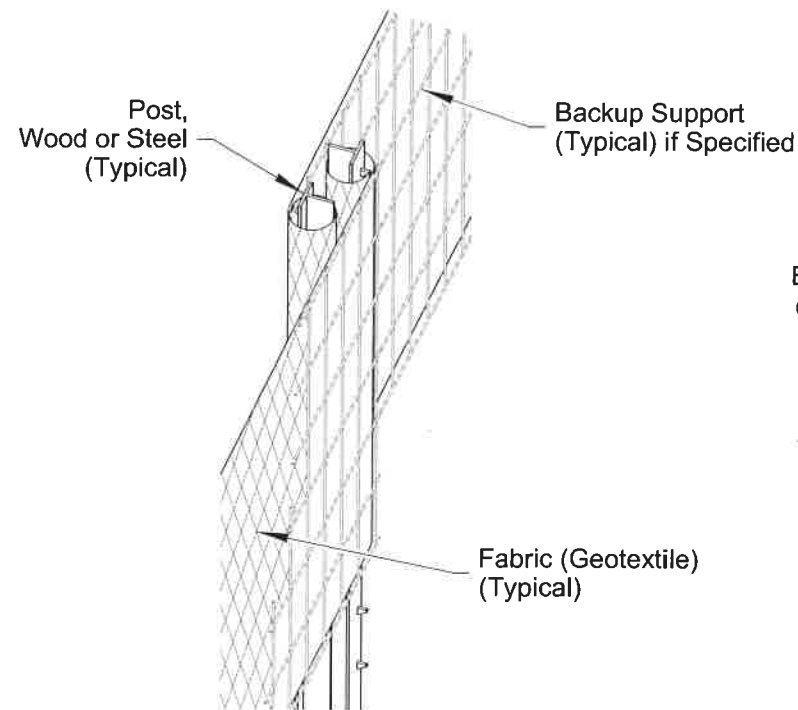


TYPICAL SILT FENCE LAYOUT



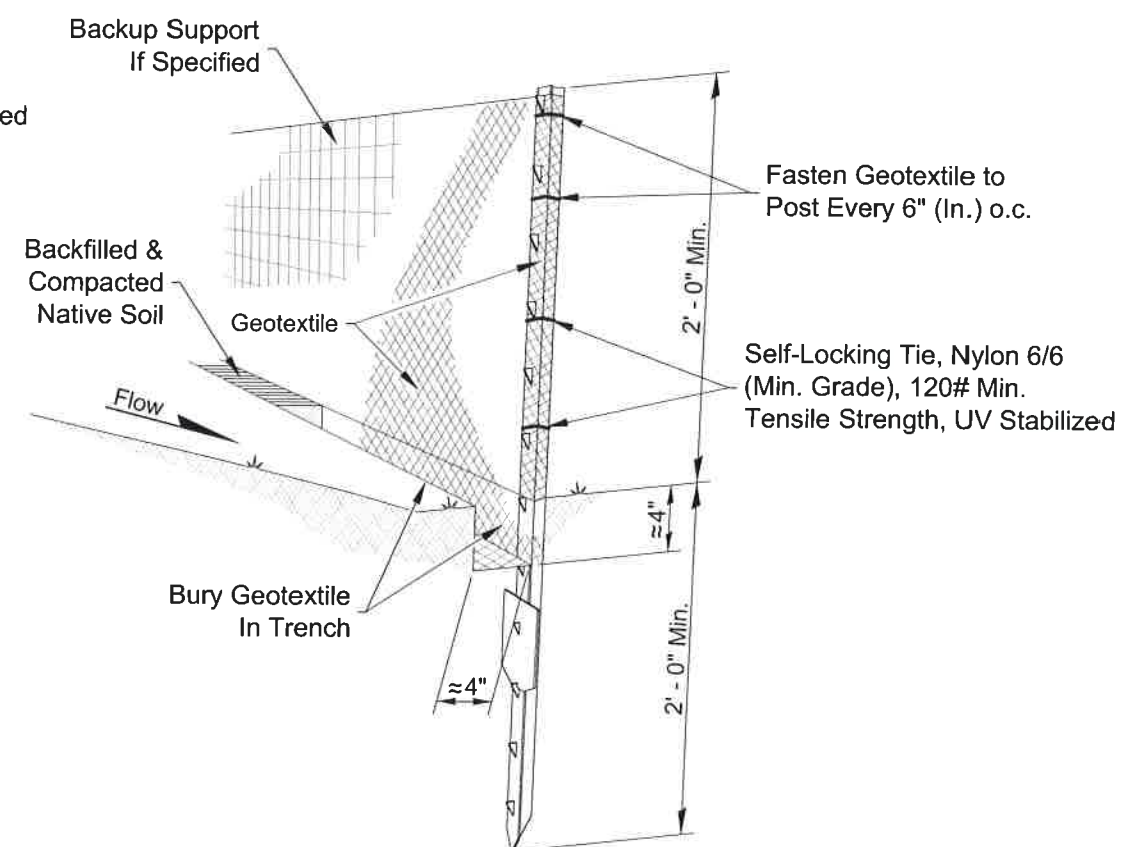
SPlice DETAIL

(WOOD POSTS AND NO BACKUP SUPPORT SHOWN)



SPlice DETAIL

(STEEL POSTS AND BACKUP SUPPORT SHOWN)



TYPICAL INSTALLATION DETAIL

NOTES:

1. Install ends of silt fence slightly up slope to prevent sediment from flowing past ends of fence. See Typical Silt Fence Layout.
2. Overlap vertical silt fence splices eight inches (8") minimum and construct in a manner to prevent silt laden runoff from passing between posts. Avoid placing splices at sumps and other low points.
3. Do not install silt fence in a manner that it will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.
4. If backup support is specified, attach fabric to backup support in a manner to hold fabric securely and reduce the potential of tearing.
5. During excavation, minimize ground disturbance around anchor trench and smooth surface to prevent concentrated flows. Compact backfill in trench in a manner that will prevent underflow.

REVISIONS	DESCRIPTION
DATE	

SIGNED AND DATED



DRAFTED BY:

C. Edwards

CHECKED BY:

K. Lilly

DRAWING SCALE:

NTS

DATE: 3-5-2014

SILT FENCE

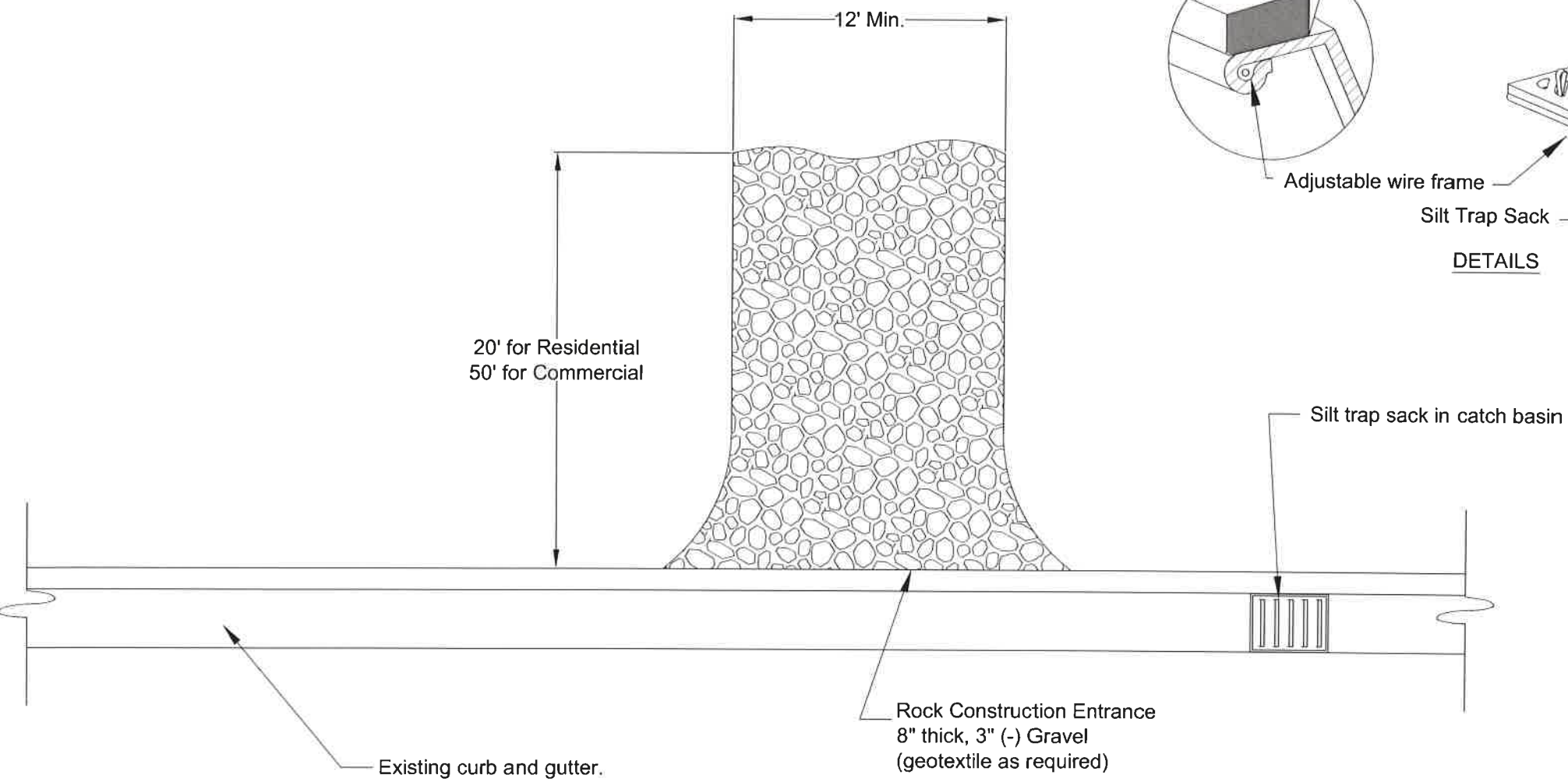
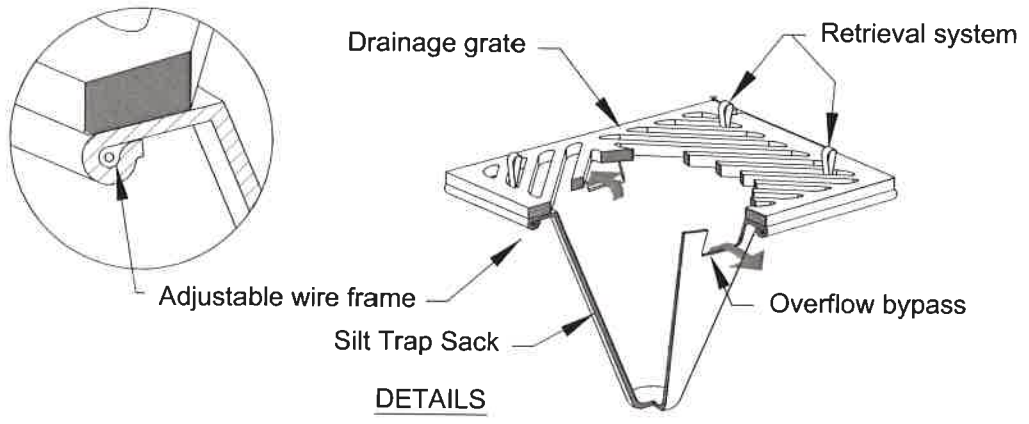
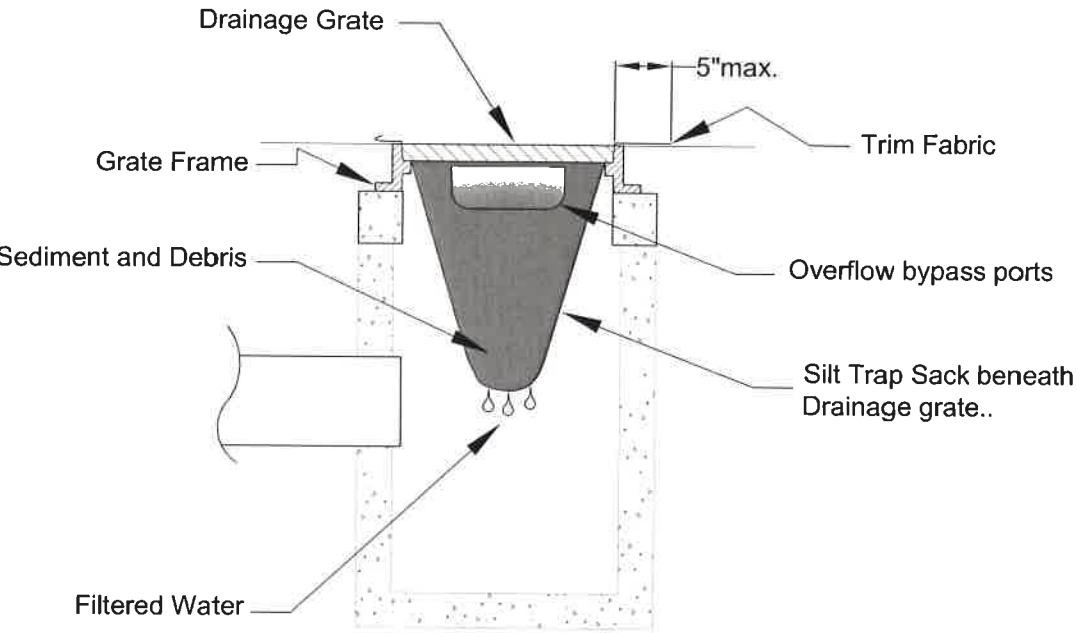
CITY OF MOSCOW
ENGINEERING DEPARTMENT

DRAWING NUMBER:

35

NOTES:

1. The size and shape of the silt trap sack to fit the storm structure it will service (rectangular or round).
2. The silt trap sack shall have a built-in high-flow relief system (overflow bypass).
3. The silt trap sack assembly must allow removal without spilling the collected material.
4. Empty silt trap sack and dispose of sediment and debris before the sack is half-full.
5. Ensure the silt trap sack assembly does not spill or fall into the storm structure. If sediment is spilled into the storm structure, remove the spilled material by suction hose or other approved method.
6. Construction entrances should be inspected regularly for signs of thinning areas where mud begins to show through. Add gravel periodically to maintain the integrity of the pad.



REVISIONS	
DATE	DESCRIPTION

SIGNED AND DATED	
DRAFTED BY:	C. Edwards
CHECKED BY:	K. Lilly
DRAWING SCALE:	NTS
DATE:	3-5-2014

CONSTRUCTION ENTRANCE & INLET PROTECTION	CITY OF MOSCOW ENGINEERING DEPARTMENT
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DRAWING NUMBER:
36

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, May 6, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

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.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the proposed lease agreement

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Conduit Lease Agreement with Port of Lewiston_Final

CONDUIT LEASE AGREEMENT
BETWEEN CITY OF MOSCOW, IDAHO AND
PORT OF LEWISTON

THIS CONDUIT LEASE AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND PORT OF LEWISTON (hereinafter "Agreement"), is entered into the ____ day of _____, 2024, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and the Port of Lewiston, a municipal corporation of the State of Idaho, 1626 6th Avenue North, Lewiston, Idaho, 83501 (hereinafter "LESSEE").

WHEREAS, CITY is the owner of certain underground conduits located within the City of Moscow; and

WHEREAS, PORT has requested to utilize certain underground conduits described herein for the installation of fiber optic cables within the City of Moscow; and

WHEREAS, CITY wishes to accommodate PORT's request and allow the use of CITY's conduit under the terms and conditions contained herein;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, that all matters stated above are 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:

1. TERM: The term of this Agreement is for a period of twenty (20) years commencing upon the effective date of this Agreement.
2. TERMINATION:
 - a. LESSEE may terminate this Agreement upon providing twelve (12) months advance written notice to CITY. Upon termination of this Agreement by LESSEE, LESSEE shall remove all cables, splice enclosures and other associated materials from the leased conduit pathway within sixty (60) days of the effective termination date, unless CITY agrees in advance in writing to assume ownership of LESSEE's cables, splice enclosures and other associated materials. CITY will then provide a refund of the remaining pro rata share of the lease payment, minus any outstanding payments that may be owed to CITY, to LESSEE within thirty (30) days of the effective termination date.
 - b. CITY may terminate this Agreement for cause upon breach of any term of this Agreement. If LESSEE willfully violates or fails to comply with any provision of this Agreement, CITY shall give written notice to LESSEE of the alleged noncompliance. LESSEE shall have thirty (30) days from the date of notice of noncompliance to cure such alleged default. If such default cannot be cured within thirty (30) days, LESSEE shall present to CITY a plan of action whereby such default can be promptly cured. If such default continues beyond the applicable dates agreed to for cure, CITY may terminate this Agreement by serving written notice upon LESSEE of its intention to terminate. The written notice shall automatically

terminate this Agreement on the date specified therein unless rescinded in writing prior to the stated termination date. LESSEE agrees that in no case shall termination for cause be considered a "taking." LESSEE forfeits any reimbursement of the lease compensation for early termination for cause of this Agreement.

3. **CONDUIT LEASE AND COMPENSATION:** CITY leases to LESSEE and LESSEE leases from CITY the non-exclusive use of conduit space along the leased pathway described herein. The conduit route (hereinafter "Leased Conduit") generally runs from the intersection of Mountain View Road and State Highway 8, and extends eastward along the Paradise Path to U.S. Highway 95, and then southward along the east side of U.S. 95 to the Northeast corner of the intersection of Sweet Avenue and U.S. Highway 95 as shown in Exhibit "A", incorporated herein by this reference. The Leased Conduit, which includes approximately 6,160 linear feet, shall be and is hereby leased to LESSEE for a single lump sum lease rate of Thirty-Three Thousand One Hundred and One Dollars (\$33,101.00) for the twenty (20) year term of this Agreement as shown in Exhibit "B", incorporated herein by this reference. The lease payment shall be made within thirty (30) days of execution of this AGREEMENT.
4. **LEASED CONDUIT REQUIREMENTS:** LESSEE shall place all cables installed within the Leased Conduit within a fabric innerduct such as Maxcell MXED32123 or equivalent, with the prior written approval of CITY, which is capable of accommodating two additional distinct cable pathways. CITY reserves the right to utilize or lease any remaining innerduct pathways. LESSEE shall also clearly mark LESSEE's cables and splice cases in all hand holes and vaults with labels affixed to the cable to clearly delineate the cable owner. CITY shall retain responsibility for utility locates of the Leased Conduit.
5. **NO ALTERATIONS OR IMPROVEMENTS BY LESSEE:** LESSEE shall not alter or construct or cause to be altered or constructed any attachments or connections to CITY's underground conduits, handholes, or vaults, except for vault entrance at each end of the Leased Conduit, without first obtaining written consent of CITY.
6. **ACCESS BY CITY:** CITY shall have the right to access the Leased Conduit at any reasonable time to examine the same and determine the maintenance and state of repair, and to utilize and/or lease any remaining conduit capacity. If maintenance is required, CITY will make its best effort to notify LESSEE of any required outages and CITY shall make its best efforts to minimize disruption of utilization of Leased Conduit.
7. **REPAIR AND MAINTENANCE SERVICES:** If any portion of the Leased Conduit shall be damaged by fire, the elements or other causes, CITY will cause the same to be promptly repaired and restored. If such damage is the result of the negligence of LESSEE or its employees or agents, CITY shall repair and restore the Leased Conduit at LESSEE's expense. If any portion of the Leased Conduit is destroyed to the extent of fifty percent (50%) or more of the replacement value of said Leased Conduit, CITY may, at its option, terminate this Agreement rather than restore the Leased Conduit and refund the remaining pro rata share of the lease compensation to LESSEE. CITY shall not be responsible to LESSEE for any costs or other damages of any nature, including losses associated with any interruptions

of LESSEE's business, resulting from any damage of the Leased Conduit by LESSEE or other parties.

8. **INDEMNIFICATION AND HOLD HARMLESS:** LESSEE agrees to defend, hold harmless, and indemnify CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of LESSEE, LESSEE's agents, employees, or representatives under this Agreement. LESSEE specifically agrees to defend, hold harmless, and indemnify CITY and its officers, agents and employees from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with interruptions of service and use of the Leased Conduit.
9. **INSURANCE:** The parties agree that CITY shall not be responsible to LESSEE for any property loss or damage done to LESSEE's property, whether real, personal or mixed, occasioned by reason of any fire, storm or casualty. It shall be LESSEE's responsibility to provide its own protection against casualty losses of any kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of a third party, or act of nature. LESSEE agrees that it shall, at all times during the existence of this Agreement, carry a comprehensive general liability policy covering all claims for personal injury, including death and property damage, including all real and personal property located on the Leased Conduit, arising on CITY's property or arising out of LESSEE's operations. The limits of liability shall not be less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. CITY shall be named as an additional insured.
10. **TIME OF ESSENCE, DEFAULT, AND NON-WAIVER:** Time is of the essence of this Agreement. If LESSEE defaults in any of the terms of this Agreement for a period of thirty (30) days after written notice of default has been sent by CITY, then CITY, at its option and in addition to all other legal and equitable remedies, may declare this Agreement forfeited and terminated and may assume ownership of LESSEE's cables, splice enclosures and other associated materials. Upon such forfeiture and termination, all rights of LESSEE under this Agreement shall immediately terminate and LESSEE forfeits any reimbursement of the remaining pro rata share of the lease payment. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages. The failure of either party to exercise any right provided in this Agreement shall not be a waiver of any past or future breach, or to deprive the party from exercising any right or remedy it has under this Agreement.
11. **ASSIGNMENT EXPRESSLY PROHIBITED:** LESSEE shall not transfer, assign, lease, license, encumber, or otherwise grant the Agreement or rights or interest under this Agreement or grant use of the Leased Conduit without the prior written consent of CITY.
12. **USE OF LEASED CONDUIT:** LESSEE shall use the Leased Conduit solely for lawful purposes and shall at all times comply with all laws, regulations and ordinances. Operation, maintenance and repair of LESSEE's fiber optic cables shall be the sole responsibility of LESSEE. LESSEE shall, at all times, take all reasonable and necessary precautions to ensure

that the installation and operation of its Leased Conduit and related facilities will not, in any way, interfere with, endanger, or compromise the operations of such existing conduit and related facilities.

13. **LIENS AND ENCUMBRANCES:** LESSEE agrees to keep the property described herein free and clear of all liens and encumbrances. LESSEE shall not allow any materialmen's, mechanic's or other liens to be placed upon the Leased Conduit. If such a lien is placed or recorded, LESSEE shall cause it to be discharged of record at LESSEE's own expense, within thirty (30) days of CITY's written demand.
14. **ADHERENCE TO LAWS:** All applicable Federal, State, and local statutes and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by LESSEE shall be deemed material and shall subject LESSEE to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of Lessee will in any way serve to modify the provisions of this requirement.
15. **SERVICE OF NOTICES:** Any notice may be served upon CITY by certified mail to City Clerk, City of Moscow, P O Box 9203, Moscow, Idaho, 83843, and any notice may be served upon LESSEE by certified mail to LESSEE at 1626 6th Avenue North, Lewiston, Idaho, 83501. Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.
16. **DISCLAIMER OF WARRANTIES:** CITY makes no representations or warranties of any kind, either expressed or implied, including warranties of services and CITY system equipment, merchantability, and/or for fitness for a particular purpose, and assumes no obligation with respect to the enforcement of any manufacturers warranties and guarantees or merchantability. Verbal statements made by CITY employees, contractors, subcontractors, agents and designees do not constitute warranties, shall not be relied on by LESSEE, and are not part of the Agreement.
17. **NO AGENCY RELATIONSHIP:** The Parties warrant by their signatures that no agency relationship is established between CITY and LESSEE by the terms of this Agreement.
18. **LEGAL FEES:** In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
19. **JURISDICTION AND VENUE:** It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
20. **ENTIRE AGREEMENT:** This Agreement and the exhibits hereto (if any) contain the entire agreement between the Parties, and no statements, promises, or inducements made by either

Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.

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

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

I, Mike Thomason, certify, under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind LESSEE to this Agreement.

CITY:
City of Moscow, Idaho

LESSEE:
Port of Lewiston

Arthur D. Bettge
City of Moscow Mayor

Mike Thomason
President

ATTEST

Laurie M. Hopkins, City Clerk

EXHIBIT "A"



EXHIBIT “B”

YEAR	ANNUAL LEASE FEE
1	\$ 1,231.88
2	\$ 1,268.83
3	\$ 1,306.90
4	\$ 1,346.11
5	\$ 1,386.49
6	\$ 1,428.08
7	\$ 1,470.93
8	\$ 1,515.05
9	\$ 1,560.50
10	\$ 1,607.32
11	\$ 1,655.54
12	\$ 1,705.21
13	\$ 1,756.36
14	\$ 1,809.05
15	\$ 1,863.32
16	\$ 1,919.22
17	\$ 1,976.80
18	\$ 2,036.10
19	\$ 2,097.19
20	\$ 2,160.10
TOTAL LEASE FEE	\$ 33,101.00