

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, October 7, 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 and the City's YouTube channel. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council September 16, 2024 Minutes - Laurie M. Hopkins

B. Idaho Outdoor Recreation Fund Grant Application - Alisa Anderson / Scott Bontrager

The City received notification of a grant opportunity through the Outdoor Recreation Fund Advisory Council (ORFAC) accepting applications to build projects that expand recreational opportunities. For 2024, ORFAC has been allocated \$5 million dollars to spend on capital projects (trails, bridges, campgrounds, etc.) that create or enhance outdoor access. City staff has identified two park projects to include the Mountain View Park Connector Pathway and Anderson Frontier Park Pathway Connection, which will provide ADA access to both locations. Staff is requesting to submit a grant application in an amount not to exceed \$160,000. Staff will include engineering, design, and construction management as an in-kind match. No cash match is required under this program. This was reviewed by the Administrative Committee on September 23, 2024, and recommended for approval.

ACTION: Ratify the approval to submit a grant application not to exceed \$160,000 to the Idaho Outdoor Recreation Fund.

C. Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC - Sarah Decker

In June 2024, the City of Moscow issued a Request for Qualifications (RFQ) from certified public accounting firms to audit our respective financial statements for the fiscal year ending September 30, 2024, with the option of auditing for four subsequent fiscal years. Firms had to address the requirements of the RFQ and submit a sealed proposal to

include pricing for the five-year period. The City received one response to the RFQ from Presnell Gage, PLLC. Staff reviewed the proposal and deemed that it met all requirements of the RFQ. This was reviewed by the Administrative Committee on September 23, 2024, and was recommended for approval.

ACTION: Approve the Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC to audit our respective financial statements for the fiscal year ending September 30, 2024, and the four subsequent fiscal years with the ability for the City to terminate at any time.

D. City of Moscow Utility Billing Policy Update - Sarah Decker

In accordance with Moscow City Code, property owners are responsible for the cost of utility services delivered to their property(s), regardless of the user of the utility being provided. The City of Moscow has historically provided property owners with the convenience of billing a non-owner occupant (tenant) even though the City is under no legal obligation to do so. On February 16, 2021, the City formalized the Utility Billing process, Resolution 2021-01, by adopting the City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive. On August 19, 2024, the Idaho Supreme Court issued a decision that confirmed the City's ability to hold property owners responsible for the utility services provided to their property, but the Court found that the City did not provide enough detail within the Utility Billing Application regarding the means by which the City could pursue to collect unpaid balances through the use of liens. This decision necessitates an amendment to the City of Moscow's Utility Billing Policy, Utility Billing Application, and Tenant Utility Billing Directive to continue to provide the convenience of tenant billing to property owners. This was reviewed by the Administrative Committee on September 23, 2024, and was recommended for approval.

ACTION: Approve the updated City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Tenant Utility Billing Directive.

E. Second Amendment to Franchise Agreement Exhibit G - Tim Davis

Fees from Exhibit G of the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc., dba Inland North Waste, are adjusted upward or downward each fiscal year to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics. The statistics utilized are for a one-year period and are the end-adjusted figures for the annual change for the calendar year, as published in January of each year. The fee modification date is October 1 of each year. Every year the fees are increased or decreased for the coming year in a percentage of 100% of the net change of the CPI for the prior year period. The CPI adjustment for FY2025 is 3.82%. In addition to the CPI adjustment, staff updated Exhibit G to reflect the existing contract provisions as it pertains to the billing for biosolids composting. These updates have been reviewed and approved by Latah Sanitation, Inc.

ACTION: Approve the Second Amendment to Exhibit "G" of the Solid Waste Franchise Agreement.

REGULAR AGENDA

- 2. Public Comment and Mayor's Response Period (limit 15 minutes)**
- 3. Presentation of Mayor's Golf Tournament Proceeds**
- 4. Citizen Commission Report - Parks and Recreation Commission - David Schott / Cat Harner**

5. Wildrose Court Final Plat and Final PUD (ACTION ITEM) - Mike Ray

On May 6, 2024, Moscow City Council approved the annexation, Comprehensive Plan land use designation, zoning designation, preliminary subdivision plat, and preliminary planned unit development (PUD) for the Wildrose Court Addition with six conditions. On August 13, 2024, the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on August 28, 2024 and recommended approval to City Council with no conditions. The Public Works/Finance Committee reviewed this item at their September 9, 2024 meeting and recommended approval.

PROPOSED ACTIONS: Approve the Wildrose Court Addition Final Plat and Final PUD, or take other action deemed appropriate.

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

The applicant, 2-GM, LLC, is proposing a Comprehensive Plan land use designation, zoning designation, and a preliminary subdivision plat for a 51.53-acre property proposed to be annexed into the City of Moscow and generally located south of the South Fork of the Palouse River and East of Highway 95 within the City of Moscow. The current Comprehensive Plan Land Use Designation is a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural and the proposal is the Auto-Urban Commercial designation. The zoning of the subject property is currently a combination of the Motor Business (MB) and Agriculture Forestry (AF) Zone and the proposal is the Motor Business (MB) Zone. The proposed preliminary plat is a 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as SOMO 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 May 24, 2023, and recommended approval with two 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 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 SOMO Addition with two (2) 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.

7. West Palouse River Drive Site Study Agreement (ACTION ITEM) - Bill Belknap

The Moscow School District anticipates the need to construct a new elementary school in the near future and is currently considering where it may be located. The District would like better distribution of elementary school locations in the community to serve surrounding neighborhoods. The City and District have discussed the potential of locating a future elementary school on the City's West Palouse River Drive Property in conjunction with the potential development of a City park and additional athletic fields. Earlier this year, the City and District entered into a Memorandum of Understanding to jointly fund a planning study to assess the feasibility of developing the West Palouse River Drive property for a future elementary school, park, and athletic fields. It is anticipated the study will assess pedestrian access, vehicular access and circulation, site grading, building, parking, park, and athletic facility development to determine the suitability of the site for the proposed uses and help inform future decisions regarding the property. City Staff worked with Lombard Conrad Architects LLC., an architectural firm that was recently selected by the Moscow School District for District architectural services, to prepare a scope of work and professional services agreement to conduct the site study. The scope has been reviewed and approved by the Moscow School District. This was reviewed by the Administrative Committee on September 23, 2024 and recommended for approval.

PROPOSED ACTIONS: Approve the proposed Professional Services Agreement with Lombard Conrad Architects Inc.; or take other action deemed appropriate.

REPORTS

City Council

Mayor

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

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

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday, September 16,
2024**

7:00 PM

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

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

PRESENT: Bryce Blankenship, Drew Davis, Hailey Lewis, Gina Taruscio

ABSENT: Julia Parker, Sandra Kelly, Mayor Art Bettge

STAFF: Bill Belknap, Mia Bautista, Aimee Hennrich, Dan Ellinwood, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Davis led the Pledge of Allegiance.

PROCLAMATION

2024 Fire Prevention Week

Acting Mayor Taruscio read the proclamation and presented it to Deputy Chief Ellinwood. Ellinwood said one of the most significant parts of his job is public education. It is most beneficial because if education can keep someone from having an emergency, the fire staff have done their job. Every emergency can't be prevented but being prepared is the goal of fire prevention. The special emphasis in October begins with a pancake feed at Fire Station 1 and staff has a fire prevention safety fair. All this is in conjunction with University of Idaho homecoming parade.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council September 3, 2024 Minutes - Laurie M. Hopkins

B. Disbursement Report August 2024 - Sarah Decker

Staff presented the August 2024 Accounts Payable Report to the Public Works / Finance Committee on September 9th, 2024. The Committee received the report and approved the disbursements as presented.

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

C. Request for Waiver for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code - Laurie M. Hopkins

The owners of Neat are in the process of obtaining a transfer of location for their alcohol license through the State of Idaho. Idaho Code § 23-913, 23-1011B, and 23-1307A, prohibits any business from selling liquor, beer and/or wine for on-premise consumption within three hundred feet (300') of any church, school or any other place of worship, unless the City Council approves waiver of the requirement. The new location at 524 S. Main St is within 300 feet of a place of worship, specifically the Nuart Theater, where Christ Church holds church services. The state and county

licenses have been applied for and are pending approval. A letter of request for waiver has been submitted and is included in the meeting packet. This was reviewed by the Public Works/Finance Committee on September 9, 2024 and recommended for approval.

ACTION: Approve the waiver from the prohibition of selling alcohol for on-premises consumption within three hundred feet (300') of any church, school or any other place of worship contingent on issuance of state and county licenses.

D. Proposed Lot Line Adjustment at 702 and 718 Public Ave - Aimee Hennrich

The applicants, Mike and Brooke Lowry and Richard and Dana Hull, are requesting a lot line adjustment between three adjacent parcels. Two of the parcels share the common address of 702 Public Ave and consist of a single-family dwelling on one parcel surrounded by undeveloped land on second parcel. The third parcel is addressed as 718 Public Ave and currently contains a single-family dwelling. The proposed lot line adjustment increases the 702 Public Ave single-family dwelling parcel from 18,619 sf to 4.44 acres, decreases the 702 Public Ave undeveloped parcel from 4.27 acres to 9,600 sf, and decreases the 718 Public Ave parcel from 1.39 to 1.33 acres. The applicants are requesting the lot line adjustment in order to reduce the size of the undeveloped parcel and meet the required street frontage along Public Avenue. All three lots are within the Low Density, Single Family Residential (R-1) Zoning District where all parcels are required to have a minimum lot area of 9,600 sf and have a minimum lot width of 80 feet. All three proposed parcels meet all zoning requirements of the R-1 Zone. This was reviewed and recommended for approval by the Public Works and Finance Committee on September 9, 2024.

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

E. Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat - Mike Ray

On November 6, 2023, Moscow City Council approved the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition preliminary plat with no conditions. On August 14, 2024, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on August 28, 2024 and recommended approval to City Council. The Public Works/Finance Committee reviewed this item at their September 9, 2024 meeting and recommended approval.

ACTION: Approve the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat.

F. Wildrose Court PUD Addition Development and Monumentation Agreements - Todd Drage

Ron Struthers, on behalf of Provvidenza, LLC., has submitted to the City a final plat for the development of a property east of the current extent of Wildrose Drive. On May 6, 2024, the City Council approved the preliminary plat for this property. The final plat is titled "Wildrose Court PUD" and will be presented for City Council approval on September 16th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval. This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

ACTION: Approve the Development and Monumentation Agreements for the Wildrose Court PUD.

G. Replat of Lots 12 and 13, Quail Run Addition Development and Monumentation Agreements - Todd Drage

Stacy Smisek, on behalf of RMR Construction LLC., has submitted to the City a final plat for the development of a property at the northeast corner of the intersection of Highway 95 and Quail Run Drive. On November 6, 2023, the City Council approved the preliminary plat for this property.

The final plat is titled "Replat of Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow" and will be presented for City Council approval on September 16th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, warranties, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval. This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

ACTION: Approve the Development and Monumentation Agreements for the Replat of Lots 12 and 13, Quail Run Addition.

H. Woodbury 1st Addition Development Agreement Amendment - Todd Drage

Woodbury Land LLC, has submitted to the City a request to modify the phasing for the Woodbury 1st Addition Subdivision. The final plat, titled Woodbury 1st Addition, and the Development Agreement for the Addition was approved by City Council on Monday, October 17, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 17 single family lots being included in a 1st phase, 17 single family lots included in a 2nd phase, and then the remaining 45 lots being included in a 3rd phase. The original agreement was then amended in 2023 requesting a modified phasing plan. Woodbury Land LLC is requesting a 2nd amendment to phase the remaining lots in the development in 6 more phases (7 phases total). The agreement amendment provides a new figure, detailing the 7 phases. The amendment to the agreement along with the original development agreement and the 1st amendment included as attachments to the 2nd amendment have been included with this packet. This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

ACTION: Approve the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition.

Davis 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. Mayors Appointments (ACTION ITEM)

None offered.

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

Thomas Carpenter (Moscow) teaches Civics at Moscow High School and the current unit is about local government. A few of his students are in attendance.

Kent Salisbury (Moscow) said there is graffiti along the creek/trail by Identity. His is the second time he is reporting it.

Paul Kimmell (rural Moscow) invited everyone to the Palouse Basin Water Summit taking place Tuesday, October 1 at the Schweitzer Event Center at 4:00 p.m. The summit was started in 2003 to talk about the importance of water. Stephen Leahy is a return speaker and groundwater conservation will be the focus. He thanked staff for all they do for water conservation and the summit.

4. Presentation of Mayor's Golf Tournament Proceeds

Postponed to next meeting.

5. Citizen Commission Report - Farmers Market Commission - Amanda Argona / Jamie Hill

Postponed to next meeting.

6. Written Decision Regarding the Appeal of a Board of Adjustment Decision Regarding 414 S. Main Street (ACTION ITEM) - Bill Belknap

On February 12, 2024, Brenda von Wandruszka (Applicant) requested a zoning determination regarding whether administrative offices of New Saint Andrews College could occupy a building currently addressed as 414 S. Main Street which previously was the location of the Moscow Contemporary Art Gallery. The City of Moscow Zoning Administrator issued Zoning Administrator Decision 2024-01 on February 21, 2024, which determined the proposed occupancy would not be permissible under the Moscow Zoning Code. The Applicant requested reconsideration of the decision on March 1, 2024. On March 21, 2024, the Zoning Administrator issued Zoning Administrator Decision 2024-02 which affirmed the prior decision. On April 15, 2024, the Applicant filed an appeal to the Zoning Administrator's decision in accordance with Moscow City Code (MCC) 4-8-2. The appeal was considered by the Zoning Board of Adjustment on June 11, 2024. The Zoning Board of Adjustment reversed the decision of the Zoning Administrator as documented in their written decision dated June 18, 2024. On June 27, 2024, the Zoning Administrator filed an appeal of the Zoning Board of Adjustment's decision to the City Council in accordance with Moscow City Code 4-8-5. On September 3, 2024, the Moscow City Council considered the Zoning Administrator's appeal during a duly noticed regular meeting of the City Council and reversed the decision of the Zoning Board of Adjustment in whole and affirmed Zoning Administrator Decision 2024-02 in its entirety. Staff has prepared the written decision for the Council's review and approval.

PROPOSED ACTIONS: Approve the proposed written decision; or approve the proposed written decision with modifications; or provide staff with further direction.

Belknap introduced the item as written above. Lewis said presentation by staff sums up all the discussions Council had. Lewis moved to approve the proposed written decision. Blankenship seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Transportation Commission – Lewis said the Council on Aging (COAST) is applying for a grant and it's due Tuesday. The Commission will be tabling at the Farmers Market on Saturday.

SMART Transit – Lewis said the board sent an offer out for the executive director position.

Planning and Zoning Commission – Blankenship said the Commission received a presentation from Nils Peterson, Affordable Housing Trust.

Moscow Pathways Commission – Davis said the walking tour is taking place the 17th at 5:00 pm.

Fair and Affordable Housing Commission – Taruscio said Affordable Housing Trust, Sojourners Alliance, and Habitat for Humanity all presented at the meeting. Sojourners is at capacity with future plans for a 30 bed building. Habitat for Humanity hopes for 2 homes being built in the next year.

Council members spoke on other meetings and events they attended, including the quarterly regional meeting.

Mayor

No report.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 7:37 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

Idaho Outdoor Recreation Fund Grant Application - Alisa Anderson / Scott Bontrager

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City received notification of a grant opportunity through the Outdoor Recreation Fund Advisory Council (ORFAC) accepting applications to build projects that expand recreational opportunities. For 2024, ORFAC has been allocated \$5 million dollars to spend on capital projects (trails, bridges, campgrounds, etc.) that create or enhance outdoor access. The funding for these projects is provided by the American Rescue Plan Act (ARPA) which requires projects to be under contract by the end of 2024 and completed before the end of 2026. The grant application deadline is September 30, 2024.

City staff has identified two park projects that meet the Priority Merit and Scope Questions in the attached Outdoor Recreation Fund Application. The first project is the Mountain View Park Connector Pathway, which includes construction of an 8-foot-wide pedestrian pathway to connect the two parking lots and provide ADA access between parking lots and park playground, restroom facilities, and Paradise Path, estimated to cost \$68,061. The second project is the Anderson Frontier Park Pathway Connection, which is also an ADA access connector between Anderson 7th Addition subdivision and the interior path system of the park, estimated to cost \$72,033. Attached to this report are the Capital Improvement Program descriptions for both projects. Engineering has design work in process for both projects and could be ready to bid shortly after a grant award in order to execute a contract by year-end 2024 for a 2025 construction project. In order to make sure a grant award will cover all construction costs, staff is requesting to submit an application in an amount not to exceed \$160,000. Staff will include engineering, design, and construction management as an in-kind match to the project estimated at 15% of the total construction costs. No cash match is required under this program. This was reviewed by the Administrative Committee on September 23, 2024, and recommended for approval.

REVIEWED BY

This was reviewed by the Administrative Committee on September 23, 2024, and recommended for approval.

PROPOSED ACTIONS

ACTION: Ratify the approval to submit a grant application not to exceed \$160,000 to the Idaho Outdoor Recreation Fund.

STAFF RECOMMENDATION

Ratify the approval to submit a grant application not to exceed \$160,000 to the Idaho Outdoor Recreation Fund.

OTHER RESOURCES

Engineering, Parks, Grants and Finance Departments

FISCAL IMPACT

Matching cash funds are not required for this request.

PERSONNEL IMPACT

In-Kind Engineering Design and Construction Management

ATTACHMENTS

1. IORF Grant Request
2. 2024 CIP MV & AF Park Connector Pathways

Alisa J. Anderson

From: Dani Parmenter <dani.parmenter@commerce.idaho.gov>
Sent: Friday, September 6, 2024 1:02 PM
To: rick@alturaidaho.com; siona@alturaidaho.com; taci@alturaidaho.com; Deb Smith; Dodd Snodgrass; mmiller@clearwater-eda.org; sbybee@mindspring.com; teresa.r@cityofBuhl.us; kenziecastor@outlook.com; clerk@greenleaf-idaho.us; miriahpfeifferga@gmail.com; cityclerk@cityofmelba.org; Alisa J. Anderson; joannemcpheetersgrants@yahoo.com; d.martindale@cityofosburn.org; chughes@sandpointidaho.gov; kparker@compassidaho.org; ltankersley@crestline-eng.com; hendricksb@byui.edu; ghanes1965@gmail.com; cerickson@greatwesteng.com; kpierson@greatwesteng.com; lmoisey@greatwesteng.com; crystal.jensen@hdrinc.com; Mike.boeck@hdrinc.com; tkuber@hmf-llc.com; jconsulting.id@gmail.com; acoffelt@jub.com; jkrueger@jub.com; lbachman@jub.com; csturlin@Kellerassociates.com; ofrongner@kellerassociates.com; amarquez@kellerassociates.com; cdelao@kellerassociates.com; Cbroadway@kellerassociates.com; dlasko@kellerassociates.com; dbacon@kellerassociates.com; mcole@kellerassociates.com; mdevroede@kellerassociates.com; mcushing@kellerassociates.com; mrobertson@kellerassociates.com; lisah@kelticengr.com; dkomberec@kcgov.us; kristina.gillespie@merrick.com; Knunneley@pacni.org; nmabile@pacni.org; laura@premioservices.com; adeannajenkins@csi.edu; jmccurdy@csi.edu; MAMcfarlane@csi.edu; pamfinley12@gmail.com; amanda@sicog.org; aubrey.carlsen@sicog.org; charity@sicog.org; emma@sicog.org; jules.belyea@sicog.org; krystal@sicog.org; layne.bourgeois@sicog.org; nate.mortimer@sicog.org; jkinzer@cityofstmaries.org; awelker@kunaid.gov; tbrocke@cityoflewiston.org; djames@mccall.id.us; kellym@prestonid.us; ahill@cityoffrigby.com; leslie.garner@rupert.id.us; afealko@centurytel.net; elmorecountyedpro@gmail.com; tcolton@elmorecounty.org; tracy.reed@tdhengineering.com; KWinslow@to-engineers.com; wmsted@aol.com; lturner@welchcomer.com; christopher.e.doman@gmail.com; crystalcampbell8.1.14@gmail.com; susiehicks55@outlook.com; kellyh418@gmail.com; Kate Selvage
Subject: Visit Idaho - Outdoor Recreation Funding Opportunity

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.

Grant Administrators:

Please see funding opportunity announcement below...

Visit Idaho is sharing information about this important opportunity available through the Outdoor Recreation Fund Advisory Council. The application deadline is September 30 so please act quickly if you're interested. Please direct questions to the contact below. Thank you!

**Outdoor Funding Council Seeks Candidate Projects
to Enhance Recreation in Idaho**

The Outdoor Recreation Fund Advisory Council (ORFAC) is accepting applications to build projects that expand recreational opportunities within Idaho. For 2024, the council has \$5 million to spend on capital projects (trails, bridges, campgrounds, etc.) that create or enhance outdoors access.

Funding for this round of projects comes from the American Rescue Plan Act, which carries firm timelines for any funds to be obligated and spent. The Council seeks projects that can be under contract by the end of 2024 and completed before the end of 2026.

“This represents a great, potential opportunity for those who have shovel-ready projects, or ones that are close to it, to build facilities that create new access to the outdoors,” said Susan Buxton, director of the Idaho Department of Parks and Recreation and an ORFAC council member. “We want proposals that can be done quickly and give the recreating public something new opportunities.”

Governor Brad Little and Idaho Legislature in early 2023 provided the initial \$5 million for ORFAC’s work, which resulted in several proposals that are in the planning stage. Earlier this year, the Legislature, with Governor Little’s support, approved a second round of funding.

The Governor’s order creating the council targets “opportunities for camping, fishing, hunting, accessing trails and other outdoor pursuits” for potential projects. IDPR, the Idaho Department of Fish and Game and the Idaho Department of Lands are charged to work cooperatively to propose projects, manage under-utilized resources and monetize outdoor recreation for long-term sustainability.

The application deadline is September 30, 2024.

For more information on ORFAC or to apply for a project, see <https://parksandrecreation.idaho.gov/orfac/>.

For more information about the Council and its work, contact ORFAC Coordinator Skylar Jett at skylarjett13@gmail.com or at 208-599-3264.

Thanks,

Dani Parmenter | Community Development Specialist
Idaho Department of Commerce
[700 W State Street Boise, Idaho 83702](https://www.idaho.gov/700-W-State-Street-Boise-Idaho-83702)
Direct: 208-287-3151
Cell: 208-860-5262
dani.parmenter@commerce.idaho.gov



Outdoor Recreation Fund

APPLICATION

Contact Information

Applicant		Contact	
Address:	Street address CityStateZip Code	Phone:	
		Email:	
Supports:	Camping ☐ Fishing ☐ Hunting ☐ Trails ☐ Other ☐	Project Cost	\$
Project Location			

Briefly describe the overall project concept:

Common Name of Project:

Description:

Priority Merit and Scope Questions

1. Describe how this project:
 - a. Improves under-utilized outdoor recreation resources. (15 points)
 - b. Enhances recreation access. (15 points)
 - c. Increases revenue and potential revenue estimates. (15 points)
 - d. Improves long-term outdoor recreation sustainability. (15 points)
2. Describe the current outdoor recreation access deficiencies and how they may be corrected with the development of this project. Explain why this project is needed. (8 points)
3. Project Urgency. Describe the urgency of this project due to potential resource damage or other impacts that may cause an opportunity to be lost if no action is taken. If this project is not funded, what effects will it have? (8 points)
4. Justify the need and demand for the project. Describe the current use in the area and the potential use expected with this project. (8 points)
5. Describe the provisions for ongoing maintenance and operation of the project (who will be responsible for the maintenance and operation and what is the estimated annual budget to do so)? (8 points)
6. Describe planning, construction methods and schedule. The scope of work description should line up with budget items in project spreadsheet. (8 points)

Project Elements

1. Please provide a location map (where does this project reside within Idaho), site map, and a general description of the area.
2. Is there (or will there be) a use fee at this location? If yes, justify the need to charge and specify the amount. How will the fee be collected?
3. If applicable, describe how you announced this project to the public in a way to collect public comment. Attach proof that the public had a reasonable public comment period.
4. Does this project require any necessary environmental permits or National Environmental Policy Act (NEPA) documentation? If yes, describe:
5. Ownership. Describe the land ownership of the property where the project is located.
6. If available, provide a concept design plan.

Funding Note:

1. The money is appropriated with IDPR under its Capital Development program budget for FY 2024.
2. The winning state agency(s) must demonstrate how they will have sufficient appropriation to spend the funds. There is no mechanism available to IDPR to "transfer" our appropriation. It will be up to the winning agency(s) to address their budget.
3. If reimbursement, prior written approval to transfer funds from capital outlay to the T&B classification is required.
4. **If funds are advanced by the Director of IDPR, applicant must submit an invoice or a quote not to exceed the amount of the award, and, for the services to be provided as outlined in the grant.**

BUDGET

Project Name: _____

		Source of Funding		
Project Components	Total Cost	MATCH	GRANT	Amount Approved
TOTALS				
% of TOTAL	100%	%	%	%

Disclaimer and signature

I certify that my answers are true and complete to the best of my knowledge.

It is hereby mutually agreed and understood that the use of these funds will be for the purposes stated in this document only and are subject to the terms of the Grant Agreement for this project, as signed by the authorized individuals.

Signature: _____

Date: _____



OUTDOOR RECREATION FUND ADVISORY COUNCIL (ORFAC)

What is the Recreation Fund Council?

The Idaho Outdoor Recreation Fund Advisory Council was **created** by Gov. Brad Little and the Idaho Legislature to recommend projects to expand outdoor recreation or access to it in Idaho. Examples could include expansion of recreational facilities (parks, trails, boating, etc.) or agreements to gain entry to new areas for public recreation.

The Legislature in early 2023 **provided** \$5 million in initial funding for the council's work. In the 2024 session, the Legislature provided a second, \$5 million installment for distribution.

New Projects Needed - The Council recently asked for candidate projects for 2024, asking for **applications** for be submitted by September 30, 2024.

Funding for this round of projects comes from the American Rescue Plan Act, which carries firm timelines for any funds to be obligated and spent. The Council seeks projects that can be under contract by the end of 2024 and completed before the end of 2026.

Gov. Little's executive order creating the council targets "opportunities for camping, fishing, hunting, accessing trails and other outdoor pursuits" for potential projects. IDPR, the Idaho Department of Fish and Game and the Idaho Department of Lands are charged to work cooperatively to propose projects, manage under-utilized resources and monetize outdoor recreation for long-term sustainability.

About the Council - Council members are:

- Tom Schultz, Council Chair
- Susan Buxton, Director, Idaho Department of Parks and Recreation
- Jim Fredericks, Director, Idaho Department of Fish and Game
- Dustin Miller, Director, Idaho Department of Lands
- James Petzke, Representative, Idaho Legislature, District 21, Seat A
- Gretchen Hyde, Director, Rangeland Resources Commission
- Mark Pratt, Idaho Cattle Association
- Kari Kostka, The Nature Conservancy
- Benn Brocksome, Idaho Sportsmen
- Dave Lent, Senator, Idaho Legislature, District 33
- Laurel Sayer, President, Perpetua Resources
- Sandra Mitchell, Idaho State Snowmobile Association
- Seth Griggs, Idaho Association of Counties

For more information about the Council and its work, contact ORFAC Coordinator Skylar Jett at skylarjett13@gmail.com or at 208-599-3264.



Executive Department
State of Idaho

State Capitol
Boise

**EXECUTIVE DEPARTMENT
STATE OF IDAHO
BOISE**

EXECUTIVE ORDER No. 2023-03

IDAHO OUTDOOR RECREATION FUND ADVISORY COUNCIL

WHEREAS, Idaho is experiencing a surge in outdoor recreation with historic numbers of users visiting State Parks, hiking, biking and riding trails, boating, using off-highway vehicles, and hunting and fishing on public and private lands; and

WHEREAS, the U.S. Bureau of Economic Analysis estimates outdoor recreation provides a \$2.8 billion annual boost to Idaho's economy, supporting more than 37,000 jobs and fueling rural economies throughout the state; and

WHEREAS, this dramatic uptick in outdoor recreation creates opportunities and challenges as Idaho must contend with serving the needs of millions of new recreationists while also preserving and protecting the special places and natural features that make Idaho's outdoors great; and

WHEREAS, the State of Idaho recognizes the unintended impacts outdoor recreation can have on rural Idaho, lacking the infrastructure, resources, and revenue streams to support increased recreationists; and

WHEREAS, continued investment, support and coordination is key to the successful and responsible growth of outdoor recreation in Idaho.

NOW, THEREFORE, I, Brad Little, Governor of the State of Idaho, pursuant to the Constitution and laws of Idaho, hereby recognize the Idaho Outdoor Recreation Fund Advisory Council as a group to expand access and opportunities on state and other public lands in Idaho.

- 1. The Council will advise the Governor and the Idaho Parks and Recreation Board on projects and policies that support expanded access to outdoor recreation opportunities in Idaho.*
 - a. The Council will recommend projects that expand opportunities for camping, fishing, hunting, accessing trails and other outdoor pursuits by utilizing \$5 million from Senate Bill 1196 in the Fiscal Year 2024 Idaho Department of Parks and Recreation Budget for inter-agency collaborative projects.*
 - b. Specifically, the Idaho Department of Parks and Recreation, Idaho Department of Fish and Game and the Idaho Department of Lands will work together to propose projects, manage under-utilized resources to enhance recreational access, and monetize outdoor recreation for long-term sustainability.*
- 2. The duties of the Council are advisory to the Governor and the Idaho Parks and Recreation Board to develop additive outdoor recreation access and capacity in the State of Idaho. Final action on the proposals accepted by the Governor shall be presented to the Idaho Parks and Recreation Board for review and approval.*
- 3. The Council will focus on statewide outreach and educational efforts to create a better understanding of the importance of where outdoor recreation opportunities are most needed, geographically.*
- 4. The Idaho Parks and Recreation Board shall set forth criteria for projects considered by the Council.*
- 5. The following thirteen (13) members are hereby appointed to the Council and will serve at the pleasure of the Governor:*
 - a. Director of the Idaho Department of Parks and Recreation or their designee*
 - b. Director of the Idaho Department of Fish and Game or their designee*
 - c. Director of the Idaho Department of Lands or their designee*

- d. Representative of the Idaho State Senate
- e. Representative of the Idaho State House of Representatives
- f. Representative of the Idaho Rangeland Resources Commission
- g. Representative of rural Idaho communities
- h. Representative from the recreation community
- i. Representative from the sportsmen community
- j. Representative from the agricultural community
- k. Representative from the forestry or mining community
- l. Representative from the business community
- m. Representative from the conservation community
 - i. The Governor will appoint one (1) non-agency Council member to serve as Chairman.
 - ii. Non-agency members will be appointed by the Governor and serve at the pleasure of the Governor.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Idaho at the Capitol in Boise on this 26th day of July, in the year of our Lord two thousand and twenty-three, and of the Independence of the United States of America the two hundred forty-eighth, and of the Statehood of Idaho the one hundred thirty-fourth.

BRAD LITTLE
GOVERNOR

PHIL MCGRANE
SECRETARY OF STATE



City of Moscow Capital Improvement Program 2024-2033

Service Area:

Park Improvements

Department:

Parks & Recreation

Project Description:

Construction of an 8 foot wide pedestrian pathway at Mountain View Park to connect the two parking lots and provide ADA access between parking lots and park playground and restroom facilities.

Division/Program:

Park Development

Supporting Master Plan:

2019 Parks and Recreation
Master Plan

Project Title:

Mountain View Park Connector
Pathway

Project Number:

120-020

Project Need/Outcomes:

ADA accessibility between parking facilities and park
amenities.

Request Type:

New

Project Status:

Request

Project Cost Estimate:

Planning/Design:

\$ -

Construction:

\$ 57,000

Construction Year: 2026

\$ -

\$ 68,061

**Projected Design Year: 2020****Projected Construction Year: 2026**

	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Expenditure	\$	\$	\$ 68,061	\$	\$	\$	\$	\$	\$	\$
Revenue										
Capital Fund Accumulation	\$	\$	\$ 68,061	\$	\$	\$	\$	\$	\$	\$
General Obligation Debt										
Revenue Bond Debt										
State/Federal Grants										
Other Revenues										
Total	\$	\$	\$ 68,061	\$	\$	\$	\$	\$	\$	\$



City of Moscow Capital Improvement Program 2025-2034

Service Area:

Park Improvements

Department:

Parks & Recreation

Project Description:

Pathway connection between Anderson 7th Addition subdivision and the interior path system of Anderson Frontier Park.

Division/Program:

Parks Pathway Improvements

Supporting Master Plan:

2019 Parks and Recreation Master Plan

Project Title:

Anderson Frontier Park Pathway Connection

Project Number:

119-027

Project Need/Outcomes:

Neighborhood connectivity.

Request Type:

New

Project Status:

Planned

Project Cost Estimate:

Planning/Design:

Construction:

Estimate Year: 2023

\$ -

\$ 64,000

Construction Year: 2027

\$ -

\$ 72,033



Projected Design Year: 2026

Projected Construction Year: 2027

	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034
Expenditure	\$	\$	\$ 72,033	\$	\$	\$	\$	\$	\$	\$
Revenue										
Capital Fund Accumulation	\$	\$	\$ 72,033	\$	\$	\$	\$	\$	\$	\$
General Obligation Debt										
Revenue Bond Debt										
State/Federal Grants										
Other Revenues										
Total	\$	\$	\$ 72,033	\$	\$	\$	\$	\$	\$	\$

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

In June 2024, the City of Moscow issued a Request for Qualifications (RFQ) from certified public accounting firms to audit our respective financial statements for the fiscal year ending September 30, 2024, with the option of auditing for four subsequent fiscal years. Firms had to address the requirements of the RFQ and submit a sealed proposal to include pricing for the five-year period. The City received one response to the RFQ from Presnell Gage, PLLC. Staff reviewed the proposal and deemed that it met all requirements of the RFQ. This was reviewed by the Administrative Committee on September 23, 2024, and was recommended for approval.

REVIEWED BY

This was reviewed by the Administrative Committee on September 23, 2024, and was recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC to audit our respective financial statements for the fiscal year ending September 30, 2024, and the four subsequent fiscal years with the ability for the City to terminate at any time.

STAFF RECOMMENDATION

Approve the Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC to audit our respective financial statements for the fiscal year ending September 30, 2024, and the four subsequent fiscal years with the ability for the City to terminate at any time.

OTHER RESOURCES

FISCAL IMPACT

1. 2024 audit and report: Thirty-Three Thousand, One Hundred Fifty Dollars (\$33,150)
2. 2025 audit and report: Thirty-Three Thousand, Eight Hundred Dollars (\$33,800)
3. 2026 audit and report: Thirty-Four Thousand, Five Hundred Dollars (\$34,500)
4. 2027 audit and report: Thirty-Five Thousand, Two Hundred Dollars (\$35,200)
5. 2028 audit and report: Thirty-Five Thousand, Nine Hundred Dollars (\$35,900)

TOTAL for the five-year agreement: One Hundred Seventy-Two Thousand, Five Hundred Fifty Dollars (\$172,550)

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement for Professional Services - Presnell Gage-2024_final with attachment

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO
AND PRESNELL GAGE PLLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND PRESNELL GAGE PLLC (hereinafter “this 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 Presnell Gage PLLC, a Limited Liability Company of the State of Idaho, 1216 Idaho Street, Lewiston, Idaho, 83501 (hereinafter “CONSULTANT”).

W I T N E S S E T H:

WHEREAS, CITY has a need for financial auditing to comply with State and Federal regulations; and

WHEREAS, CONSULTANT has experience in providing financial government audits and CONSULTANT is specially trained, experienced, licensed, and competent to perform such services and has agreed to provide such services;

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

SECTION I: SCOPE OF SERVICES

- A. CONSULTANT shall perform and furnish to CITY upon execution of this Agreement all services and comply in all respects as specified in the Statement of Qualifications from CONSULTANT dated July 8, 2024, providing for the audit scope and objectives, which is attached hereto as Attachment “A” and incorporated herein by this reference, together with any amendments that may be agreed to in writing by both Parties.
- B. Services and work provided by CONSULTANT at CITY’s request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the Parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the Parties.
- C. CITY agrees to cooperate and perform the tasks identified in Attachment “A”.

SECTION 2: FEES AND CONDITIONS FOR CONSULTING SERVICES

- A. CONSULTANT shall be compensated with a lump sum payment for each of the five (5) years of the term of this Agreement to be paid after services are rendered each year and CONSULTANT provides CITY with an invoice which shall include an itemization of the services provided and the standard hourly rates that apply, to be paid by CITY within thirty

(30) days of receipt of said invoice in an amount **not to exceed** the following amounts to be paid upon completion of the services described herein, but no later than September 30 of each year:

1. 2024 audit and report: Thirty-Three Thousand, One Hundred Fifty Dollars (\$33,150)
2. 2025 audit and report: Thirty-Three Thousand, Eight Hundred Dollars (\$33,800)
3. 2026 audit and report: Thirty-Four Thousand, Five Hundred Dollars (\$34,500)
4. 2027 audit and report: Thirty-Five Thousand, Two Hundred Dollars (\$35,200)
5. 2028 audit and report: Thirty-Five Thousand, Nine Hundred Dollars (\$35,900)

- B. Except as expressly provided in this Agreement, CONSULTANT shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, printing or other similar expenses.

SECTION 3: TERM AND TERMINATION

A. Term

This Agreement shall be in effect for five (5) years upon execution of this Agreement unless terminated sooner pursuant to the terms of this Agreement.

B. Termination of Agreement

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

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

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

SECTION 4: INSURANCE

A. CONSULTANT's Professional Liability Insurance

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the accounting profession. Should CONSULTANT or any of CONSULTANT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CONSULTANT has obtained Professional Liability (Errors and Omissions) Insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and said insurance shall be held active for the entire term of the Agreement and a two (2) year (minimum) period from the date of termination of this Agreement. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to CONSULTANT.

B. CONSULTANT's Additional Insurance

1. CONSULTANT shall maintain statutory workers' compensation insurance coverage, employer's liability, cyber liability, and comprehensive general liability insurance coverage.
2. The comprehensive General Liability insurance shall have a minimum limit of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, CONSULTANT shall indemnify and hold harmless CITY for the whole thereof.
3. The Cyber Liability insurance shall have a minimum of Five Hundred Thousand Dollars (\$500,000) per claim with Social Engineering Sublimit of One Hundred Thousand Dollars (\$100,000) per claim.

SECTION 5: GENERAL TERMS

A. Entire Agreement

This Agreement and its attachment constitute the entire Agreement and understanding between the Parties and it shall not be considered modified, altered, changed or amended in any respect unless done in accordance with this Agreement, reduced to writing, and signed by the Parties hereto.

B. Protected Information

CONSULTANT agrees to ensure that any information obtained during the performance of this Agreement is used and maintained only in a manner permissible by Idaho law.

CONSULTANT agrees to keep any information provided by CITY confidential and to exercise reasonable and prudent care in protecting the confidentiality of such information. CONSULTANT agrees to not disclose confidential information to any person or entity without the express prior written consent of CITY.

C. Reports and Information

1. At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data, and information as CITY may request pertaining to matters covered by this Agreement.
2. CONSULTANT shall maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographic, electronic, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, symbols or any combination thereof.
3. Under the Idaho Public Records Act, Idaho Code Title 74, Chapter 1, records received from CONSULTANT and certain records produced by CONSULTANT in the performance of the Agreement may be open to public inspection and copying unless exempt from disclosure. Upon request, CONSULTANT shall provide records subject to inspection under Idaho Code section 74-102 and not maintained by the CITY. In any record provided to CITY, CONSULTANT shall clearly designate individual portions of records that it desires to keep exempt as "exempt" on each page of the documents and shall indicate the basis for the exemption, by including the specific section of the Idaho Code that allows the record to be exempt. CITY will not accept a legend or statement on one page that all, or substantially all, of a document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring CONSULTANT's designation of exempt records or for CONSULTANT's failure to designate records as exempt. CONSULTANT's failure to designate as exempt any record that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by the release. If CITY receives a request for materials claimed to be exempt by CONSULTANT, CONSULTANT shall provide the legal defense for the claim and pay all expenses incurred by CITY in connection with the request.

D. Audits and Inspections

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

contracts, invoices, materials, records of personnel, conditions of employment and other data relating to all matters covered under this Agreement.

E. Publication, Reproduction and Use of Material

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

F. License and Adherence to Law

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

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

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

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

Anti-Boycott of Certain Sectors. Pursuant to Idaho Code § 67-2347A, CONSULTANT certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or

agriculture or 2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).

G. Independent Contractor

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

H. Indemnification

CONSULTANT waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to CONSULTANT's performance or failure to perform under this Agreement. Further, CONSULTANT shall indemnify, hold harmless, and defend CITY, its officers, agents, employees, and volunteers against any and all claims, demands, damages, costs, expenses, actions, settlements, fees, and liability arising out of or in connection with CONSULTANT's acts or omissions under this Agreement, or CONSULTANT's failure to comply with any State or Federal statute, law, regulation or rule.

I. Costs and Attorney Fees

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

J. Jurisdiction, Venue and Non-Waiver

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

K. Time is of the Essence

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

L. Modification and Assignability of Agreement

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

M. Construction and Severability

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

N. Advice of Attorney

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

O. CITY's Representatives

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

P. Conflict of Interest

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

Q. Non-Discrimination

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

CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

R. Notice

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

CONSULTANT:

Presnell Gage, PLLC
609 S. Washington St., Ste 202
Moscow, ID 83843

CITY:

Director of Finance
City of Moscow
206 East Third Street
PO Box 9203
Moscow, ID 83843

S. Special Warranty

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

T. Approval Required

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

U. Authority to Execute

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.

This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

CONSULTANT:

Presnell Gage, PLLC

CITY:

City of Moscow, Idaho

Nick Nicholson

Bill Belknap, City Supervisor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Nick Nicholson, known to me to be the person named above and acknowledged that they executed the foregoing as the duly authorized representative of Presnell Gage, PLLC.

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

Attachment "A"

CITY OF MOSCOW AND URBAN RENEWAL AGENCY

STATEMENT OF QUALIFICATIONS

SUBJECT: Request for Qualifications

**PRESNELL GAGE, PLLC
Accounting & Consulting**

NICK NICHOLSON, PARTNER

**609 S Washington
Moscow, Idaho 83843**

**(208) 882-221
nnicholson@pg.cpa**

July 8, 2024

**CITY OF MOSCOW &
URBAN RENEWAL AGENCY**

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presnell
GAGE, PLLC
ACCOUNTING AND CONSULTING

609 S. Washington Street, Suite 202
Moscow, Idaho 83843
www.presnellgage.com

(208) 882-2211

Fax: (208) 883-3808

July 8, 2024

Sarah Banks
City of Moscow
PO Box 9203
Moscow, Idaho 83843

We are pleased to present our qualifications for performing the audits of the City of Moscow and the Urban Renewal Agency for the year ending September 30, 2024, with the option to perform the audits for each of the four subsequent fiscal years. We will perform the audits as required by Professional Standards.

Presnell Gage, PLLC is one of the largest CPA firms in the State of Idaho, with offices in Moscow, Pullman, Lewiston, Orofino, Grangeville, and Eagle. Our extensive experience in auditing Idaho cities and other governmental entities makes us well qualified to perform your audits. We have been the auditors for the City of Moscow for the last 24 years and the Urban Renewal Agency for the last 23 years. Our managing member has been with Presnell Gage, PLLC for 19 years and is a committed public accounting professional. The experience and maturity of our staff will provide the framework to assist the City with meaningful management service projects. Few CPA firms can provide this continuity and expertise.

This proposal is a firm and irrevocable offer for the fiscal year 2024. We understand the work to be conducted and agree to follow the time line established in the Request for Qualifications. All information contained in this Statement of Qualifications is true and accurate.

We are looking forward to continuing to serve you and believe we can provide you with high quality professional service. If you have any questions, please contact Nick Nicholson.

Presnell Gage, PLLC

Presnell Gage, PLLC

SCOPE OF SERVICES

Financial Statements

We will audit the general purpose financial statements of the City of Moscow and the Urban Renewal Agency for the fiscal year ending September 30, 2024 and the subsequent four fiscal years that are optional.

The objective of our audits will be the expression of an unmodified opinion on the general purpose financial statements, but our ability to express an opinion, and the wording of our opinion, will be dependent upon the facts and circumstances at the date of our report. If our opinion is other than unmodified, the reasons will be fully disclosed.

We will assist in the preparation of and will review the City's ACFR that will be in compliance with the standards established for the Government Finance Officers Association Certificate of Achievement. Our firm assists in the preparation of ACFRs for two cities and, therefore, has experience in this area.

Federal Single Audit Requirements

We will audit the general purpose financial statements of the City and report on the Schedule of Expenditures of Federal Awards in relation to the general purpose financial statements taken as a whole.

We will report on our understanding of the City's internal control structure and the assessment of control risk made as part of the financial statement audit as required under the *Government Auditing Standards* issued by the Comptroller General of the United State.

We will report on the internal control (accounting and administrative) systems used in administering federal financial assistance programs as required by the new Uniform Guidance.

Management Letters

It is the policy of our firm to provide comprehensive management letters or exit conferences in conjunction with all major financial statement engagements. These letters or conferences are designed to suggest improvements in accounting control, accounting policies and procedures, managerial practices, operational efficiency and other matters which will contribute to the overall operating abilities of our clients.

We anticipate continuing to meet with the administration, the Audit Committee, and other Council, or Board members, as requested, to discuss these items.

AUDITING STANDARDS

Formal Auditing Standards

Our audits will be performed in accordance with auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants, the Uniform Guidance, *Audits of States, Local Governments and Non-Profit Organizations*, and the Standards set forth in the *Government Auditing Standards* issued by the Comptroller General of the United States.

Continuing Professional Education

Presnell Gage, PLLC assures that all of our staff obtain at least 80 hours of continuing professional education (CPE) within a two-year period, with a minimum of 30 hours in one year. In addition, we assure that all professional staff are in compliance with the CPE requirements detailed in the *Government Auditing Standards*. These continuing education programs cover topics that address the special needs of our clients, our staff, and our firm as a whole.

Peer Review

A copy of our latest report issued by CPA Consulting, Inc., P.S., and performed using the standards established by the Peer Review Board of the AICPA will be enclosed each year with our annual engagement letter. These standards require that at least one governmental audit be reviewed. In fact, the reviewers selected multiple governmental audits in our most recent peer review.

PROPOSAL REQUIREMENTS

Independence

Presnell Gage, PLLC affirms that the firm is independent of the City and Agency as defined by auditing standards generally accepted in the United States of America, the U.S. General Accounting Office's *Government Auditing Standards*, and the *Code of Professional Conduct*.

Furthermore, Presnell Gage, PLLC has no conflict of interest with regard to any other work performed by the firm for the City of Moscow or the Urban Renewal Agency.

License to Practice in Idaho

Presnell Gage, PLLC affirms that all members and all assigned key professional staff are properly licensed to practice in the State of Idaho. The firm does employ certain accountants who are in the process of obtaining their licenses as Certified Public Accountants.

Firm Qualifications and Experience

Size of Firm

Presnell Gage, PLLC is an all-Idaho, regional firm established in Lewiston, Idaho in 1950. It has grown into one of the largest CPA firms in Idaho and has offices in Lewiston, Moscow, Pullman, Orofino, Grangeville, and Eagle. Work for this audit will be performed out of the Moscow and Lewiston offices. The following presents a recap of the total personnel in our firm:

<u>Personnel</u>	<u>Total</u>
Partners	8
Managers & Supervisors	7
Seniors	7
Other professional staff	<u>9</u>
	31
Support staff	<u>6</u>
	<u>37</u>

Our governmental audit team and the anticipated staffing for your audits is composed of the following:

<u>Audit Team</u>	<u>Governmental Audit Team</u>	<u>Proposed Staffing</u>
Partners	4	3
Managers & Supervisors	2	1
Other professional staff	<u>7</u>	<u>2</u>
	<u>13</u>	<u>6</u>

All proposed staffing in this engagement is expected to be employed on a full-time basis.

External Quality Control Review

Presnell Gage, PLLC is a leader in the AICPA Peer Review Program. The *Idaho Accountancy Act* requires that we have a peer review every three years. Presnell Gage, PLLC had the first peer review conducted in the United States under this program and has had 13 subsequent reviews, all of which have resulted in pass ratings. The last seven peer reviews included specific government engagements as required by professional standards.

State Desk Reviews

Most of the audits that we perform for governments are reviewed by the State Legislative Auditor. All audits were accepted as filed.

Disciplinary Actions

Presnell Gage, PLLC has not had any disciplinary action taken against the firm in the last three years. Presnell Gage, PLLC is not aware of any pending actions against the firm at this time.

Partner, Supervisory and Staff Qualifications and Experience

Our firm has a Governmental Audit Team that is charged with the responsibility of handling all audits of governmental units. Governmental units have audit and reporting requirements that are unique and specialized. By utilizing the same group of professionals on these audits, we are able to offer the individual entities an audit team that has a working knowledge of these special requirements. The team members selected for your audits are listed below.

Nick Nicholson, Engagement Partner

Mr. Nicholson has been engaged in public accounting since 2005 when he came to work for Presnell Gage, PLLC. Mr. Nicholson is licensed to practice as a Certified Public Accountant in the State of Idaho. He has been an active participant in the audits of cities as well as other governmental entities for the past 19 years. He is a member of the Idaho Society of CPAs. Mr. Nicholson has been a member of the City of Moscow audit team for the last 19 years. Mr. Nicholson will serve as the audit partner of your audits. During the last three calendar years, Mr. Nicholson had 73 hours of governmental specific continuing professional education.

Scott J. Dockins, Review Partner

Mr. Dockins has been engaged in public accounting since 1979 with Presnell Gage, PLLC. Mr. Dockins is licensed to practice as a Certified Public Accountant in the State of Idaho. His areas of auditing experience include school districts, municipalities, water and sewer districts, financial institutions, electric utilities, and lumber mills. He is a member of the American Institute of CPAs and the Idaho Society of CPAs. He is a qualified peer reviewer who has conducted over 100 reviews on CPA firms throughout the western United States. Mr. Dockins will provide final technical and quality review of the results of the audits.

Dawn A. Aliverti, Review Partner

Ms. Aliverti has been engaged in public accounting since 1994 and has been with Presnell Gage, PLLC, since 2004. She received a Bachelor of Science in Accounting from Central Washington University. Ms. Aliverti is licensed to practice as a Certified Public Accountant in the States of Idaho and Washington. She has extensive experience in audits of governmental entities (cities, URA, self-funded health plans), non-profit entities, for profit entities, and worker compensation exchanges. She continually receives specialized training in governmental auditing, federal single audit and yellow book requirements. She is a member in good standing of the American Institute of CPAs, Idaho State Board of Accountancy, and Washington State Board of Accountancy. During the last three calendar years, Ms. Aliverti had 58 hours of governmental specific continuing professional education.

Staff Accountants

Staff accountants will be chosen from the governmental audit team to the extent necessary. All staff accountants have completed or are in the process of obtaining their certification and licensing.

All clients of our firm for whom financial review or audit services are provided have a partner and supervisor assigned to their account. This team approach provides our clients with an assurance of accessibility to our firm and continuity of service. We will continue to provide a level of staff continuity to your organizations that will prove to be very satisfactory.

Similar Engagements with Other Government Entities

We have performed the audits for the City of Moscow and the Urban Renewal Agency since September 30, 2000. Other similar engagements are:

City of Lewiston

Report issued: Annual Comprehensive Financial Report

Dates performed: 1954-2023

Engagement partner: Dawn Aliverti, CPA

Principal client contact: Aimee Gordon, Finance Director, (208) 746-3671

Federal single audit performed: yes

Urban Renewal Agency of the City of Lewiston

Report issued: Independent Audit

Dates performed: 2008-2023

Engagement partner: Dawn A. Aliverti, CPA

Principal client contact: Aimee Gordon, Finance Director, 208-746-3671

Federal single audit performed: As required

Plummer/Worley Joint School District No. 44

Report issued: Independent Audit

Dates performed: 1988-2023

Engagement partner: Nick Nicholson, CPA

Principal client contact: Sara Allen, (208) 686-1211

Federal single audit performed: yes

City of Potlatch

Report issued: Independent Audit

Dates performed: 1998-2022

Engagement partner: Nick Nicholson, CPA

Principal client contact: Dave Brown, Mayor, (208) 875-0708

Federal single audit performed: As required

Nez Perce County

Report issued: Independent Audit

Dates performed: 1991-2023

Engagement partner: Thomas J. Luper, CPA

Principal client contact: Patty Weeks, Auditor, 208-799-3020

Federal single audit performed: Yes

Specific Audit Approach

City Personnel Assistance

We would expect the City personnel to prepare agreed-upon schedules and other data. Our audit approach will be designed to perform in the most efficient manner by allowing the City to perform the accounting procedures and allowing our personnel to perform auditing procedures.

We will assist in the preparation of all financial statements, auditor's reports, and schedules that must be included in the general purpose financial statements. City personnel will prepare additional schedules required for the ACFR.

General Financial Audit

Our general financial audit approach may be divided into four phases which, although distinct in the items they cover, may overlap and should be considered as an ongoing process. Results of subsequent phases may require the auditor to reassess the decisions arrived at in the prior phase and may necessitate changes in the approach to the audit.

A brief summary of the phases follows:

Phase I – Our initial audit objective is to gain an understanding of the City's accounting environment, the internal control structure, and the accounting system. This understanding will be obtained by review of system documentation, interviews with City personnel, and review of information prepared by City personnel.

During this phase, we will also draw upon our experience as auditors for this and other Idaho cities to consider the types of problems or adjustments that we may encounter.

Phase II – The second phase of our audit will include designing an audit program based upon the audit committee's and our expectations. This phase will include testing the City's accounting procedures and assessing the degree of reliance we can place on those systems. As noted under Phase III, we believe that some of the revenue and expenditure tests are most efficiently completed by corresponding with State and County officials to verify the completeness of City revenues and expenditures.

We generally use nonstatistical sampling methods as outlined in accounting standards because the sampling procedure is only one of the audit procedures performed on an account balance or a class of transactions. If we were placing sole reliance on the sampling procedure, we would use statistical sampling procedures. We use sample sizes as outlined in accounting standards and generally use a random number selection process, although in some situations a systematic sampling method is more appropriate. Sampling tests will be performed in testing the City's internal control structure and also in compliance testing for the Single Audit requirements.

Phase III – The third phase of our audit involves the year-end testing of account balances. For the City of Moscow and the Urban Renewal Agency, these procedures will include correspondence with the State and County officials as a cost effective method of testing the City's financial statements as well as our procedures to test internal accounting records.

Phase IV – The fourth phase is preparation and publishing of the statements, the management letter, if necessary, along with meetings with City and URA personnel.

Staffing and Hours by Phase

Phase I procedures will be performed by the engagement partner and the in-charge supervisor. This phase should take approximately 30 hours. Designing the audit program in Phase II will again be done by the engagement partner and the in-charge supervisor. The bulk of the testing will be performed by the in-charge supervisor and the staff accountants. This phase should take approximately 50 hours. Phase III procedures will be performed mainly by the in-charge supervisor and staff accountants with supervision by the engagement partner as required. This phase should take approximately 165 hours. Phase IV procedures will be performed mainly by the in-charge supervisor and staff accountants with supervision by the engagement partner as required. This phase should take approximately 80 hours.

Use of Analytical Procedures

We make extensive use of analytical procedures during the audit. These procedures include comparisons to prior years, comparisons to budget, certain ratio and cost analysis, and analysis of client-specific relationships and their reasonableness.

Use of EDP Software

We utilize "ProSystems" audit software for our own workpapers and analysis and do not use any software that interacts directly with the City's EDP system. However, we do request final trial balances in Microsoft Excel format if possible. Our approach on this engagement would be to audit around the EDP system rather than through it. Our use of the Pro-Systems software allows us to be more efficient in our audit as well as provide detailed trial balances and proposed adjustments to the City staff for their review and approval.

Determining Applicable Laws and Regulations

We will determine the laws and regulations that are subject to audit test work through our knowledge of Idaho cities, research of program documentation, and inquiry of City personnel.

Identification of Anticipated Potential Audit Problems

Based on preliminary discussions with the Finance Director and our knowledge of the controls in place at the City and the Agency, we do not anticipate any audit problems requiring extended assistance from your personnel. Of course, this may change during the audit process. If such an event should occur, we would contact you or the audit committee prior to performing any additional services.

Cost Proposals

Our proposed fees for the fiscal years ending September 30, 2024-2028 are presented below. These fees are "total, all-inclusive, maximum prices" and will not increase as long as there is no significant decline in City and Agency participation where a corresponding increase in outside accounting assistance is required. Any decline in client participation will be discussed with the Finance Director prior to incurring additional accounting fees.

	<u>CITY</u>	<u>URA</u>
2024 audit and report	33,150	6,050
2025 audit and report	33,800	6,200
2026 audit and report	34,500	6,350
2027 audit and report	35,200	6,500
2028 audit and report	35,900	6,650

The proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: Nick Nicholson

Name of Official: Nick Nicholson

Title: Certified Public Accountant, Partner

Firm: Presnell-Gage, PLLC

Address: 609 S Washington, Suite 202, Moscow, ID 83843

Email: nnicholson@pg.cpa

Firm Home Page Address: www.pg.cpa

Date: July 8, 2024

Report on the Firm's System of Quality Control

March 14, 2021

To the Partners of Presnell Gage, PLLC and the
Peer Review Committee of the Nevada Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Presnell Gage, PLLC (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Presnell Gage, PLLC in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Presnell Gage, PLLC has received a peer review rating of *pass*.

BPM LLP

BPM LLP
Certified Public Accountants

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

City of Moscow Utility Billing Policy Update - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

Bill Belknap, City Supervisor

DESCRIPTION

In accordance with Moscow City Code, property owners are responsible for the cost of utility services delivered to their property(s), regardless of the user of the utility being provided. The City of Moscow has historically provided property owners with the convenience of billing a non-owner occupant (tenant) even though the City is under no legal obligation to do so. On February 16, 2021, the City formalized the Utility Billing process, Resolution 2021-01, by adopting the City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive. On August 19, 2024, the Idaho Supreme Court issued a decision that confirmed the City's ability to hold property owners responsible for the utility services provided to their property, but the Court found that the City did not provide enough detail within the Utility Billing Application regarding the means by which the City could pursue to collect unpaid balances through the use of property liens. This decision necessitates an amendment to the City of Moscow's Utility Billing Policy, Utility Billing Application, and Tenant Utility Billing Directive to continue to provide the convenience of tenant billing to property owners. The Utility Billing Policy, Utility Billing Application, and Utility Billing Directive have been amended to remove the reference to the use of liens and instead state that the City may pursue any available legal remedies (which would include court-approved liens if necessary) for non-payment of unpaid balances. The new Application and Billing Directive forms will be utilized as tenants transition in the future. Only approximately 900 of the City's approximately 6,000 utility billing accounts currently utilize a Tenant Utility Billing Directive. This was reviewed by the Administrative Committee on September 23, 2024, and was recommended for approval.

REVIEWED BY

This was reviewed by the Administrative Committee on September 23, 2024, and was recommended for approval.

PROPOSED ACTIONS

ACTION: Approve the updated City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Tenant Utility Billing Directive.

STAFF RECOMMENDATION

Approve the updated City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 _Utility Billing Revisions_final with attachments

RESOLUTION 2024-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPEAL OF RESOLUTION 2021-01 AND FOR SAID RESOLUTION TO BE REPLACED WITH THIS RESOLUTION ADOPTING A REVISED UTILITY BILLING POLICY; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Mayor and Council have an interest in promoting the health, safety and the general welfare of all citizens of the City of Moscow; and

WHEREAS, Idaho cities are authorized by Idaho Constitution Article XII, Section 2, to enforce, within the city limits all such local police, sanitary and other regulations as are not in conflict with the city's charter or with the general laws of the state; and

WHEREAS, the City has a system for the collection, transmission and disposal of sanitary sewage from domestic, commercial, industrial and such other uses and purposes for which said system may be used (MCC Title 5, Chapter 3, Section 3-1, et seq.); and

WHEREAS, the City is authorized to impose and cause to be collected fees for services provided by the City, which includes fees for water, sewer, stormwater and sanitation (I.C. 63-1311); and

WHEREAS, the City shall establish by rule and regulation a system of billing, collection and enforcement of all water charges (MCC Title 5, Chapter 4, Section 4-12); and

WHEREAS, the City is authorized to recommend rules and regulations to enforce the provisions of Chapter 4, Water Regulations (MCC Title 5, Chapter 4, Section 4-25); and

WHEREAS, on February 16, 2021, the City adopted Resolution 2021-01 adopting the City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive; and

WHEREAS, on August 19, 2024, the Idaho Supreme Court issued a decision that necessitates an amendment to the City of Moscow's Utility Billing Policy, Utility Billing Application, and Tenant Utility Billing Directive;

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

1. That City of Moscow Resolution 2021-01 be repealed in its entirety and replaced with this Resolution. That any City of Moscow Resolution inconsistent with the policy adopted herein shall be and are hereby superseded by the policy attached as Exhibit "A".
2. That the revised City of Moscow Utility Billing Application for Use of City Utility Services, attached as Exhibit "B" and the revised City of Moscow Tenant Utility Billing

Directive for Use of City Utility Services, attached as Exhibit “C” are approved and adopted.

3. That the utility billing policies set forth herein be utilized to guide City Management and the City Finance Department in matters related thereto.
4. That provisions of this Resolution and the attached Exhibits shall be deemed severable and the invalidity of any provision of this Resolution or of the attached Exhibits shall not affect the validity of the remaining provisions.
5. That this Resolution shall become 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 _____, 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, Idaho held on _____, 2024 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

Exhibit "A"

MOSCOW UTILITY BILLING POLICY

This policy shall establish City of Moscow (CITY) procedures and requirements regarding utility billing including property owner and tenant billing, deposits, delinquent accounts, service shut-off, and leak adjustment requirements.

In accordance with Moscow City Code, property owners are responsible for the cost of utility services delivered to their property(s), regardless of the user of the utility being provided. Under this policy, the City of Moscow Finance Department is authorized to provide property owners with the convenience of billing a non-owner occupant (TENANT) even though the CITY is under no legal obligation to do so. To provide this convenience, the Property Owner (OWNER) must complete and submit a City of Moscow Utility Billing Application for Use of City Utility Services (Application) and a City of Moscow Tenant Utility Billing Directive for Use of City Utility Services (Tenant Directive) authorizing CITY to send the bill directly to a TENANT. The OWNER is responsible for all utility billings assessed to the property regardless of the party utilizing the service.

Section 1. Sign-up (Initiation) Procedures

1. Initiation of service to a property (which includes Water, Sewer, Sanitation, and Stormwater) can be made by the OWNER in person at the Finance Department, 206 E. Third Street (City Hall) or by telephone, 208-883-7043. Completion of an Application by OWNER is required before activation of City Utility Services. Applications are available at the Finance Department or online at the City of Moscow's website (www.ci.moscow.id.us). Completed applications can be mailed to PO Box 9203, Moscow, ID, 83843, turned in to the City of Moscow Finance Department, attn: Utility Billing Specialist, or emailed to utilitybilling@ci.moscow.id.us.
2. CITY shall prepare and mail utility bills to the address provided in the Application, or the Tenant Directive, at the time of initiation of service. OWNERS or TENANTS may opt to receive e-bills. An active email address must be provided with this request. Failure to receive a bill, regardless of the cause, shall not constitute a waiver by the CITY for amounts owing for utility services or penalties.
3. Each utility bill is prepared and mailed on approximately the first business day of each month and is due by the 20th of that same month. If payment has not been made by the next utility billing due date (30 days past due) a billing statement (including past due balance and late fee, see Section 5) shall be mailed to the address provided in the Application or Tenant Directive. If payment has not been made by the final delinquency date, which shall be the last day of the following month (e.g., The June bill is mailed on June 1 and payment is due on June 20. If payment is not received by July 20, late fees shall be assessed. If the bill is not paid by July 31, utility service shut-off shall commence.), all provisions of the utility shut-off process (defined in Section 5, Delinquent Accounts) shall apply.

4. OWNER or TENANT may not initiate or reinstate service to a property without payment of all outstanding bills for utility services delivered to that property.

Section 2. Non-Owner-Occupied Property

1. A TENANT may not initiate service until:
 - A. All outstanding bills owed for utility services to the property have been paid in full; and
 - B. CITY has received a Tenant Directive, signed by the OWNER, or the OWNER's duly authorized agent, which acknowledges OWNER responsibility for all bills for utility services to the property.
2. All TENANTS billed under an approved Tenant Directive shall be required to provide a utility payment deposit as established by Council Resolution. Utility payment deposits are charged to the utility account upon initiation of services and must be paid with the first utility bill. Utility payment deposits will remain credited to the TENANT account until either OWNER, or CITY closes the TENANT account.
3. When a TENANT account is closed (either by action of OWNER or CITY) and an outstanding balance exceeding the utility payment deposit is owed on the account, a notice shall be mailed to OWNER informing OWNER of the outstanding balance owed. When the utility payment deposit exceeds the outstanding balance by \$25.00 or more, CITY will issue a refund check to TENANT or OWNER. If the utility payment deposit exceeds the outstanding balance by less than \$25.00, CITY will not issue a refund check unless requested by TENANT or OWNER.
4. If the outstanding account balance has not been paid within 30 days of account closure, utility services to the property may be terminated. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee, as established by Council Resolution, will be charged for reconnecting water service.
5. Upon request, current utility account balances will be provided to any title company or bank making such a request at the time of property sale or foreclosure. CITY reserves the right to notify the title company of delinquent accounts.

Section 3. Owner Occupied Property

1. OWNER may not initiate or reinstate utility service to a property without payment of all outstanding utility bills. A shut-off fee, as established by Council Resolution, will be charged for reconnecting water service.
2. Upon request, current utility account balances will be provided to any title company or bank making such a request at the time of property sale or foreclosure. CITY

reserves the right to notify the title company of delinquent accounts.

3. OWNERS who are recorded as the property owner by the records of the Latah County Recorder shall not be required to provide a utility payment deposit.

Section 4. Delinquent Accounts

1. All delinquent accounts, thirty (30) days past due, will be assessed a late fee as established by Council Resolution. All delinquent accounts, forty-five (45) days past due, will be subject to water disconnection and a shut-off fee as adopted by Council Resolution will be assessed. Upon shut-off, all current and delinquent amounts must be paid in full before service to the property will be restored.
2. CITY will not accept responsibility for damage to property and equipment, inconvenience, or loss of opportunity resulting from discontinuation of service in compliance with this policy.

Section 5. Uninhabitable Property

If water service to an occupied property is discontinued for ten (10) or more days due to non-payment and shut-off, the property may be deemed uninhabitable by the City of Moscow Building Official due to the lack of sanitary facilities.

Section 6. Payment Arrangements

If an OWNER or TENANT is unable to pay the balance on their account, CITY may allow the OWNER or TENANT to establish a payment plan to enable the OWNER or TENANT to meet their financial obligation under the following conditions:

1. Payment arrangements can only be requested before suspension of services (shut-off) due to non-payment and will only be offered to OWNER, or with TENANT of OWNER who have been granted permission in the Tenant Directive that TENANT is permitted to enter into payment agreements with CITY.
2. Once utility service has been suspended, all current and delinquent amounts must be paid in full before utility service to the property will be restored.
3. Where payment plans are approved, the past due balance will be divided evenly over three (3) consecutive billing cycles and will be due, along with the current month's billing amount, by the 20th of every month.
4. Failure to make the required payments by the 20th of each month will result in the termination of the payment plan and immediate suspension of utility services. Utility services will only be restored when the balance is paid in full and any other fee associated with the suspension of utility services is paid before service will be reinstated.

5. Once an OWNER or TENANT has failed to fulfill the obligations of a payment plan, CITY will not allow the OWNER or TENANT to enter into a payment plan for twelve (12) months following the date of the default.
6. There is no penalty to the OWNER or TENANT for paying the balance owed in full before the end of the payment plan period.

Section 7. Leak Adjustments

CITY promotes and regulates the responsible use of water within Moscow City Limits and those benefiting from the water services provided by CITY. Moscow City Code Title 5, Chapter 4, Section 4-8. A. makes it unlawful for “any person to waste water or allow it to be wasted by imperfect or leaking stops, valves, pipes, closets, faucets or other fixtures, or to use water closets without self-closing valves, or to use water in violation of the Chapter regulating said use of water.” The OWNER is responsible for all piping and fixtures leading from the water meter to the premises served.

The purpose of the City of Moscow’s Leak Adjustment Policy is to establish a clear and consistent policy to make determinations on utility bill adjustment requests from OWNER regarding unusually high utility bills resulting from water leaks that occur due to causes beyond the reasonable control of the OWNER. Such leaks may include the rupture of the underground domestic service lines, spontaneous failure of plumbing fixtures or appliances, and similar unforeseeable events. Adjustments shall not be made for faucet leaks, toilet leaks, water hose leaks, outdoor irrigation system leaks, or any leaks that are readily discoverable or that resulted from negligence or neglect of the OWNER or TENANT.

To be eligible for any billing adjustment, leaks must be repaired by the OWNER promptly following detection to prevent discontinuation of service and waste of water. If a billing adjustment is granted pursuant to this policy, CITY will adjust no more than the two (2) highest bills during the period the leak occurred. A determination of whether an adjustment is granted shall be made at the sole discretion of the Finance Director, or their designee, and shall be final. The OWNER or TENANT has no right to an adjustment. Understanding the unique nature of some unanticipated and unforeseen water leaks, CITY is providing an opportunity for the OWNER to request relief from those accrued water charges based on the eligibility criteria contained herein.

Eligible Criteria for Leak Adjustment

1. The person requesting an adjustment must be the OWNER as evidenced by the Application on file with the City of Moscow Finance Department. It is the OWNER’s burden to provide the requisite proof to meet the criteria of a qualified leak under this policy.
2. Qualifying Leak:
 - A. The water bill increase was due to a water leak caused by circumstances beyond the reasonable control of OWNER or TENANT such as the rupture of the

underground domestic service lines, spontaneous failure of plumbing fixtures or appliances, or similar unforeseeable events;

- B. The water leak was not caused by faucet or toilet leaks, water hose leaks or outdoor irrigation systems;
 - C. There is no evidence that the excessive water use was due to an intentional or negligent act of the OWNER or TENANT; and
 - D. OWNER or TENANT took corrective action regarding the water leak within twenty-four (24) hours after discovering the leak or being notified of a possible leak, which includes but is not limited to notification to the OWNER by CITY via billing, letter, door hanger, phone call, email or by any other communicative means.
- 3. The OWNER provides CITY with proof that the leak has been repaired within thirty (30) days from the billing date for the period in which the water loss occurred. The proof shall include a receipt of an invoice from a licensed plumber/contractor or repair parts receipts where the OWNER performs the repairs. Photo documentation of the repair is recommended but not required. In some cases, a site visit by CITY may be required.
 - 4. The determination of whether the proof provided by the OWNER is sufficient shall be at the discretion of the Finance Director or their designee.

Leak Adjustment Calculation

The Leak Adjustment shall be calculated as follows:

- 1. The maximum billing adjustment shall be no more than one-half of the calculated water loss resulting from the eligible water loss event.
- 2. Utility bill adjustments will be limited to no more than one (1) adjustment covering up to two (2) billing periods for the qualifying leak event.
- 3. CITY will utilize the highest water usage during the same billing periods during which the qualifying leak occurred from the preceding two years to determine the property OWNER or TENANT normal use.
- 4. OWNER shall be responsible for payment of the remainder of the calculated water use after the billing adjustment above the normal use at the appropriate rate, as determined by the Finance Director or designee.
- 5. No adjustment shall be made for a charge or a surcharge that is not based on the quantity of water delivered.

6. CITY will not provide any additional future billing adjustments for a qualifying leak that previously resulted in a billing adjustment.

Exhibit "B"



CITY OF MOSCOW UTILITY BILLING APPLICATION FOR USE OF CITY UTILITY SERVICES

Property Owner Information:

Name(s): _____

Service Address: _____

Mailing Address (if different than above): _____

E-Mail Address(es): _____

Phone Number(s): _____

Requested Start-Up Date: _____

Garbage Roll Off Cart Size ☐ 35 Gallon ☐ 65 Gallon ☐ 95 Gallon ☐ N/A

Recycling Roll Off Cart Size ☐ 65 Gallon ☐ 95 Gallon ☐ N/A

The undersigned, being the Property Owner of the above-described property and account, does hereby request services for city utilities, which includes water, sewer, sanitation, and stormwater to be activated and provided to the above-described service address.

I/we do hereby acknowledge that I/we have been advised, and I/we agree, that I/we will remain legally responsible and liable for unpaid account balances for utility services, as provided by Title 5 of Moscow City Code, assessed against the service address, regardless of who uses the service. I/we further acknowledge that the City may pursue any available legal remedies for nonpayment of any and all unpaid balances due for utility services. I/We understand that failure to receive a bill for utility services does not constitute a waiver by the City of Moscow for amounts owing, regardless of the cause.

**ANY UNPAID BALANCES ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.
SERVICES MAY BE DISCONTINUED FOR NON-PAYMENT AND WILL NOT BE
REACTIVATED UNTIL THE UNPAID BALANCE IS PAID IN FULL.**

Provisions of this City of Moscow Utility Billing Application for use of City Utility Services shall be deemed severable and the invalidity of any provision of this Application shall not affect the validity of the remaining provisions.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am the property owner and/or have the authority to bind Property Owner to the terms of this application.

Signed: _____

Dated: _____

Property Owner / Property Manager

Printed Name: _____

Signed: _____

Dated: _____

Property Owner / Property Manager

Printed Name: _____

I would like to receive my bills electronically:

☐

Yes

☐

No

Submit completed forms via:

- email to: utilitybilling@ci.moscow.id.us
- mail to: Moscow Finance Department | PO Box 9203 | Moscow, ID 83843
- deliver in person to: City Hall – Finance Department | 206 E Third Street | Moscow, ID

Exhibit "C"



CITY OF MOSCOW TENANT UTILITY BILLING DIRECTIVE FOR USE OF CITY UTILITY SERVICES

Property Owner Information:

Name(s): _____
Mailing Address(es): _____
E-Mail Address(es): _____
Phone Number(s): _____
Property Owner's Utility Billing Account #: _____
Service Address: _____

Tenant Information:

Name(s): _____
Mailing Address(es): _____
E-Mail Address(es): _____
Phone Number(s): _____
Move in Date: _____
Lease Start Date: _____ Lease End Date: _____
Garbage Roll Off Cart Size ☐ 35 Gallon ☐ 65 Gallon ☐ 95 Gallon ☐ N/A
Recycling Roll Off Cart Size ☐ 65 Gallon ☐ 95 Gallon ☐ N/A

The undersigned, being the Property Owner of the above-described property and account, does hereby instruct the City of Moscow (CITY) to send the monthly billing statement for city utility services, which includes water, sewer, sanitation, and stormwater to the above-referenced address in care of the Tenant and relinquishes my/our authority to terminate services to the property while occupied by Tenant so long as the account remains in good standing.

I/we understand that the above-described property and account will remain in the "Property Owner's" name(s) and the billing for services will be sent to the person(s) named herein at my/our request. I/we will notify CITY of vacancy for a final read. I/we further agree that subsequent tenants shall be authorized to receive billings on the account only after Property Owner submits a new Billing Directive Application.

I/we acknowledge that I/we will not receive monthly statements for this account. If the account becomes delinquent, I/we will receive a copy of each delinquency notice that is sent to the Tenant.

THIS REQUEST SHALL REMAIN VALID UNTIL THE PROPERTY OWNER NOTIFIES THE CITY OF MOSCOW AND/OR A NEW COMPLETED AND FULLY EXECUTED BILLING DIRECTIVE IS FILED WITH THE CITY FINANCE DEPARTMENT AT 206 E. THIRD STREET, MOSCOW, IDAHO 83843.

A NEW TENANT'S NAME WILL NOT BE ADDED UNTIL THE CURRENT ACCOUNT IS PAID IN FULL. SERVICES MAY BE DISCONTINUED FOR NON-PAYMENT AND WILL NOT BE REACTIVATED UNTIL THE UNPAID BALANCE IS PAID IN FULL.

DO YOU AUTHORIZE THE CITY OF MOSCOW TO MAKE PAYMENT ARRANGEMENTS WITH TENANTS? YES _____ NO _____

Provisions of this City of Moscow Tenant Utility Billing Directive for use of City Utility Services shall be deemed severable and the invalidity of any provision of this Application shall not affect the validity of the remaining provisions.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am the property owner and/or have the authority to bind Property Owner to this Billing Directive.

Signed: _____ Dated: _____
Property Owner / Property Manager

Printed Name: _____

Signed: _____ Dated: _____
Property Owner / Property Manager

Printed Name: _____

I, Tenant, authorize the City of Moscow to directly bill me for services at the property address noted above.
I, Tenant, acknowledge that nothing herein shall affect any separate rental agreement with Property Owner.
I, Tenant, understand that there will be a utility payment deposit charged by the City of Moscow, as established by Council Resolution, upon initiation of services that must be paid with the first utility bill.
I, Tenant, understand that failure to receive a bill for utility services does not constitute a waiver by the City of Moscow for amounts owing, regardless of the cause.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am Tenant in this Billing Directive.

Signed: _____

Tenant

Printed Name: _____

Dated: _____

Signed: _____

Tenant

Printed Name: _____

Dated: _____

I would like to receive my bills electronically:

☐

Yes

☐

No

Submit completed forms via:

- email to: utilitybilling@ci.moscow.id.us,
- mail to: Moscow Finance Department | PO Box 9203 | Moscow, ID 83843
- deliver in person to: City Hall – Finance Department | 206 E Third Street | Moscow, ID

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

Second Amendment to Franchise Agreement Exhibit G - Tim Davis

RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Fees from Exhibit G of the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc., dba Inland North Waste, are adjusted upward or downward each fiscal year to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics. The statistics utilized are for a one-year period and are the end adjusted figures for the annual change for the calendar year, as published in January of each year. The fee modification date is October 1 of each year. Every year the fees are increased or decreased for the coming year in a percentage of 100% of the net change of the CPI for the prior year period. The CPI adjustment for FY2025 is 3.82%. In addition to the CPI adjustment, staff updated Exhibit G to reflect the existing contract provisions as it pertains to the billing for biosolids composting. These updates have been reviewed and approved by Latah Sanitation, Inc.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the Second Amendment to Exhibit "G" of the Solid Waste Franchise Agreement.

STAFF RECOMMENDATION

Approve the Second Amendment to Exhibit "G" of the Solid Waste Franchise Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Second Amendment Agreement to Exhibit G_final with attachment

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

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

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

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

WHEREAS, the Parties wish to amend Exhibit “G” of the First Amendment Agreement for cost adjustments for FY 2025;

NOW, THEREFORE, City and Franchisee agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following amendments of the First Amendment Agreement:

1. Effective October 1, 2024, Exhibit “G” of the First Amendment Agreement shall be replaced with the attached amended Exhibit “G”, incorporated herein by this reference.
2. All other terms and conditions of the First Amendment Agreement that are not modified by this Second Amendment to Exhibit “G” shall remain in full force and effect. If any part of this Second Amendment is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Second Amendment so long as the remainder of the Second Amendment is reasonably capable of completion.

This Second Amendment may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

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

that my digital signature is valid and binding upon me to the same force and effect as a handwritten signature.

LATAH SANITATION, INC.:

CITY OF MOSCOW:

Brandon Johnson, General Manager

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

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

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

**EXHIBIT “G”
FEE SCHEDULE
EFFECTIVE DATE - October 1, 2024**

SECTION 1.0 ADJUSTMENTS INCLUDED IN EXHIBIT “G”

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

SECTION 2.0 RATES FOR EACH RESIDENTIAL UNIT

2.1	Individual Residential Units Includes mobile homes, duplexes, and apartment units. This fee also includes fees for curbside recycling collection services.	Per Month	Each unit	\$9.87
2.2	Apartment Curbside Recycling	Per Month	Each unit	\$3.76
2.3	Individual Residential SW Service Level	Per Month		
	35 gallon cart		Each unit	\$0.65
	65 gallon cart		Each unit	\$1.29
	95 gallon cart		Each unit	\$1.91
	On Demand 35 gallon cart		Each service	\$0.31
2.4	Individual SW Roll Cart	Per Month	Each unit	\$0.97
2.5	SW Roll Cart Operation & Maintenance		Per month	\$4,065.70
2.6	Individual Recycling Roll Cart	Per Month	Each unit	\$0.98
2.7	Recycling Roll Cart Operation & Maintenance Includes roll cart exchanges & repairs, roll cart cleaning, inventory storage and extra rear load helper route.		Per month	\$12,702.54
2.8	Material Recovery Facility (MRF) Processing Includes actual single stream material processing costs passed on to City.		Per Ton	Actual

2.9	Cart size exchange	First 30 days After 30 days	\$0.00 \$19.23
2.10	Return Service: (e.g., blocked roll cart, roll cart not set out on time, roll cart not able to be serviced)	First time Second time Third time (and following times)	\$0.00 \$12.83 \$25.64
2.11	Roll Cart Replacement (lost, stolen, damage from abuse)	Each unit	\$61.93
2.12	Carry - Out Service Per Month		
	A. Outside of Building: Two (2) bags or (1 roll cart)	Each unit	\$13.46
	B. Inside of Building: Two (2) bags or (1 roll cart)	Each unit	\$15.29
	Each carryout service producer shall provide reasonably safe access to solid waste container(s).		
2.13	Over Service Level: Per bag or equivalent	Each unit	\$5.08
	Business Rate for Residential: Residential Units utilizing mechanical or compactor containers shall be billed at the business rate for such containers.		

SECTION 3.0 RATES FOR BUSINESS UNITS USING MANUAL CONTAINERS

3.1	Loose Yardage on Ground (not fault of Franchisee)	Per cu. yard	\$9.07
3.2	Commercial Roll Carts Per month (serviced one [1] time weekly)	35 gal 65 gal 95 gal	\$10.51 \$10.51 \$15.74
3.3	Commercial Curbside Recycling	Per Month Each unit	\$3.77
3.4	Individual Recycling Roll Cart	Per Month Each unit	\$0.97
3.5	Recycling Roll Cart Operations & Maintenance	Per month	\$457.40

3.6	200 gal Recycling Container	Per month	\$9.77
	300 gal Recycling Container	Per month	\$11.81
	200 and 300 gal Container Replacement Fee (lost, stolen, damage from abuse) (This Replacement applies to all 200 and 300 gallon containers referenced in this Exhibit)	Each	\$493.15

SECTION 4.0 RATES FOR RECYCLING MOBILE CONTAINERS (RMC)

4.1 Rental Rates:

6 Yard Container Rental	Per month	\$60.27
Sales Tax on Rental		\$ 3.62
10.5 Yard Container Rental	Per month	\$92.06
Sales Tax on Rental		\$ 5.52
12 Yard Container Rental	Per month	\$107.57
Sales Tax on Rental		\$ 6.45

4.2 Types of Services:

- A. Franchisee Services/Value of Recycled Materials Retained by Franchisee:
 - 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) No Reimbursement for recyclable materials to customer
 - 3) On-call service with twenty-four (24)-hour notice
 - 4) Rate per haul and exchange \$49.01
- B. Franchisee Services/Value of Recycled Materials Retained by Customer:
 - 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) Reimbursement at the current rate for recyclable materials to customer, providing there is no contamination from unacceptable items.
 - 3) On-call service with twenty-four (24)-hour notice
 - 4) Rate per haul and exchange \$58.90
- C. Customer Service/Value of Recycled Materials Retained by Customer:
 - 1) RMC hauled, emptied and exchanged by customer
 - 2) Reimbursement at the current rate for recyclable materials to customer
 - 3) Rate per haul and exchange \$ 0.00

SECTION 5.0 RATES FOR MECHANICAL CONTAINERS

5.1 Mechanical Container Rates Per Month:

Cont. Size	Rental	Sales Tax	Times Per Week				
			1	2	3	4	5
1 yd	\$13.91	\$0.83	\$27.97	\$55.88	\$83.72	\$110.76	\$139.42
2 yds	\$17.22	\$1.03	\$46.78	\$93.48	\$140.22	\$186.96	\$233.62
3 yds	\$24.64	\$1.48	\$64.77	\$128.63	\$194.32	\$259.08	\$323.81
4 yds	\$27.23	\$1.63	\$83.50	\$166.94	\$250.43	\$333.89	\$417.40
6 yds	\$38.29	\$2.30	\$118.66	\$237.93	\$355.85	\$474.40	\$592.97
8 yds	\$46.86	\$2.81	\$154.05	\$307.90	\$461.40	\$615.27	\$768.05

5.2	Locking Mechanism Mechanical Container	Per month	\$3.57
5.3	Extra Service for Mechanical Containers With twenty-four (24) hour notice:	Each dump	\$33.64
5.4	Temporary (less than two [2] months) Placement or Removal of a Mechanical Container:	Each move	\$46.32
5.5	200 gal Solid Waste Container	Per month	\$15.06

SECTION 6.0 RATES FOR SPECIAL SERVICES

6.1	Special hauls with pickup truck:		
	On day of service – zero to fifteen (0-15) minutes		\$36.54
	From Landfill to City – sixty (60) minutes		\$73.13
	Each fifteen (15) min. after first sixty (60) min.		\$18.26
6.2	Special hauls with packer truck:		
	On day of service – zero to fifteen (0-15) minutes		\$64.63
	From Landfill to City – zero to sixty (0-60) minutes		\$129.26
	Each fifteen (15) min. after first sixty (60) min.		\$32.38
6.3	Special Services with roll-off truck:		

Large Container Service:

<u>Cont. Size</u>	<u>Per Day Rental</u>	<u>Sales Tax</u>	<u>Delivery/Exchange/Pickup</u>
<u>8 yd</u>	<u>\$5.63</u>	<u>\$0.34</u>	<u>\$126.33</u>
<u>11 yd</u>	<u>\$6.76</u>	<u>\$0.41</u>	<u>\$126.33</u>
<u>15 yd</u>	<u>\$7.89</u>	<u>\$0.47</u>	<u>\$126.33</u>
<u>22 yd</u>	<u>\$9.00</u>	<u>\$0.54</u>	<u>\$126.33</u>
<u>30 yd</u>	<u>\$11.26</u>	<u>\$0.68</u>	<u>\$126.33</u>
<u>45 yd</u>	<u>\$15.77</u>	<u>\$0.95</u>	<u>\$126.33</u>

Latah Sanitation, Inc. (dba Inland Northwaste)

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

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

Sorting Fee (unacceptable items) \$106.98
Hazardous waste, tires or large appliances

Removal Delay Fee \$126.33
Applied to each occasion that roll-off container is kept beyond original scheduled removal date, without prior approval from Latah Sanitation, Inc. representative.

Additional Large Container Service for City Facilities:

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

Compactor Service:

Service	Per haul	\$201.57
Loose Yardage	Per yard	\$9.03
Compacted Yardage (small compactor)	Per yard	\$48.27

- 6.4 Dead Animals: Special Haul rates shall be charged for collection and disposal of dead animals.
- 6.5 Service: Arrangements for Special Hauls shall be made with Franchisee.
- 6.6 Special Waste: The rates for hazardous waste and infectious and potentially harmful waste will include time, equipment, materials, franchise billing fee and disposal fees.

SECTION 7.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF SOLID WASTE PROCESSING FACILITY

7.1	Solid Waste Processing Facility Operational Franchise Reimbursement	Per year	\$595,814.87
		Per month	\$49,651.24

7.2 Annual Tonnage Reimbursement

A.	If annual tonnage exceeds the base annual tonnage of thirty-two thousand two hundred (32,200) tons in a contract year, Franchisee shall receive additional compensation.	Per additional ton (Adjusted per ton)	\$18.51
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B. If the annual tonnage is less than the base annual tonnage, then no additional compensation to Franchisee.

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

7.3 Rate Reimbursement for Miscellaneous Costs. See 2.0.C. of Exhibit C as therein provided in sub-paragraphs 1 through 11.

Miscellaneous Rate	Per year	\$270,923.19
	Per month	\$22,576.93

7.4	Direct Reimbursement Cost	
	Tire disposal	Actual
	Household Hazardous Waste disposal	Actual

SECTION 8.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF MOSCOW RECYCLING CENTER

8.1	Compensation	Per ton	\$ 49.57
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8.2 Public Information, Special Events and Promotion Time and Materials

8.3 Revenue Sharing From Sales of Recycling Commodities Compensation or Payment Formula as stated in Exhibit E, 2.0, K. Calculated at the end of each fiscal year

**SECTION 9.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF
BIOSOLIDS COMPOSTING FACILITY**

- 9.1 Biosolids Composting Facility Operational Franchise
Reimbursement
(Annual processing of up to seven thousand [7,000]
wet tons of biosolids)

Per year	\$257,860.44
Per month	\$ 21,488.37

- 9.2 Franchisee Reimbursement for processing biosolids
over seven thousand (7,000) wet tons per year

Per ton	\$18.34
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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

Presentation of Mayor's Golf Tournament Proceeds

RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

DESCRIPTION

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS:

STAFF RECOMMENDATION

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

Wildrose Court Final Plat and Final PUD (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

On May 6, 2024, Moscow City Council approved the annexation, Comprehensive Plan land use designation, zoning designation, preliminary subdivision plat, and preliminary planned unit development (PUD) for the Wildrose Court Addition with six conditions. On August 13, 2024, the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat and final PUD at their meeting on August 28, 2024 and recommended approval to City Council with no conditions. The Public Works/Finance Committee reviewed this item at their September 9, 2024 meeting and recommended approval.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Wildrose Court Addition Final Plat and Final PUD, or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve the Wildrose Court Addition Final Plat and Final PUD.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Final Plat Memo
2. Final Plat Application Materials
3. Final PUD Application Materials
4. Council Minutes and RCS

Memo

To: City Council
From: Mike Ray, AICP - Planning Manager
Date: September 3, 2024
Re: Wildrose Court Final Plat and Final PUD Review

The Planning & Zoning Commission conducted a public hearing on March 27, 2024 to consider the request of Provvidenza, LLC for a Comprehensive Plan land use designation, zoning designation, preliminary subdivision plat, and preliminary planned unit development (PUD) for a 2.53-acre area of land generally located east of the current terminus of Wildrose Drive and south of Flomer Lane and referred to as Wildrose Court Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with five conditions, recommended approval of the preliminary PUD with one condition, and recommended approval of the Comprehensive Plan land use designation and zoning designation with no conditions.

City Council then conducted a public hearing on May 6, 2024 and approved annexation, Comprehensive Plan land use designation, zoning designation, preliminary subdivision plat, and preliminary planned unit development (PUD) for the Wildrose Court Addition with the same conditions recommended by P&Z. The conditions were:

Preliminary Plat

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.

PUD

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.

On August 13, 2024 the applicant submitted the final subdivision plat and final PUD to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat and final PUD for conformance with City and State Code requirements as well as the conditions of approval and found both to be in conformance. The Planning and Zoning Commission reviewed the final plat and final PUD at their meeting on August 28, 2024 and recommended approval to City Council.



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

For City Use Only			
Date Received		7/25/24	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$474.00 plus \$28.50/lot	
Receipt Number		LUP2024-0026	

APPLICATION FOR FINAL SUBDIVISION PLAT

(Please type or print plainly with blue ink.)



APPLICANT:

Name: RON STREUTHERS & DAVE DAIL (PROVIDENZA, 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 (P.E.) Phone: (208) 882-3520
 Address: 405 S. WASHINGTON ST, MOSCOW, ID 83843 Email: scott.becker@moscow.com

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

PROPERTY:

- Proposed Subdivision Name: WILDROSE COURT
- Address(es) or Parcel Number(s): RP35N05W167355A
- 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:
1.83 +/- acres, and/or _____ square feet.
- Total number of lots: 16 Average lot size: 3.972 ft²

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY:

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

FINAL PLAT CHECKLIST:

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

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

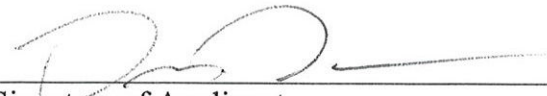
public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

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

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

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

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



Signature of Applicant

7/25/24

Date

Signature of Property Owner (if different)

Date



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

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



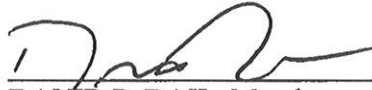
Quarter; Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records; Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land 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

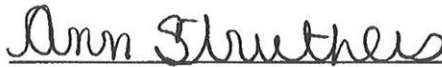
DATED: 8/4/22


DAVID P. DAIL, Member

DATED: 8-4-22


RONALD D. STRUTHERS, Member

DATED: 8-4-22


ANN STRUTHERS, Member

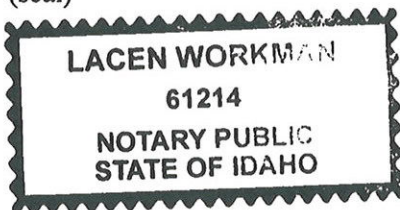
QUITCLAIM DEED - 2

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)



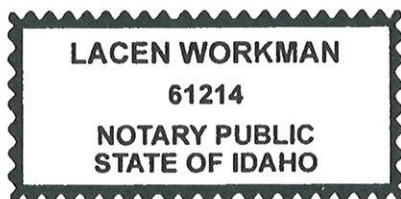
Lacen Workman
Notary Public
Residing at Garfield, WA
My commission expires 03/11/2025

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

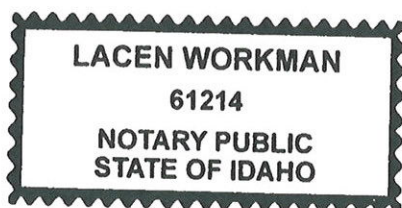


STATE OF Idaho)
)
 : ss
County of Latah)

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 02/11/2025

QUITCLAIM DEED - 4



Section 16, 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 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 along the south line thereof, 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, 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 PUD to the City of Moscow, Latah County, Idaho The easements as shown on this plat are hereby reserved for public utility and access 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 dedicate to the public, the sanitary sewer and water mains within the private roadway, shown hereon as Wildrose Circle, Tract D for pathway purposes, the right-of-way along Flomer Ln as shown hereon. Said Roadway Area, Tract B, and Open Areas, Tract A and Tract E are to be privately maintained. In witness thereof, the undersigned has set his hand and seal.

Ron Struthers _____ Date _____
Representative, Provvidenza, LLC

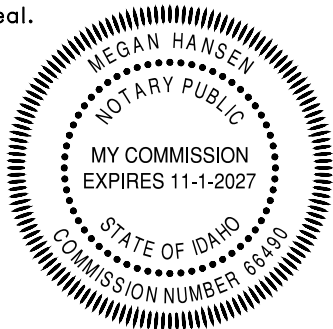
Acknowledgment

STATE OF IDAHO }
COUNTY OF LATAH } S.S.
On this ____ day of _____, 2024, 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 _____, 2024.

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 _____ 2024. 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 _____ 2024.

City Engineer, City of Moscow

Latah County Surveyor

Examined and approved by the Latah County Surveyor this ____ day of _____ 2024.

Latah County Surveyor

Latah County Treasurer

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

Latah County Treasurer

Public Health - Idaho North Central Health District

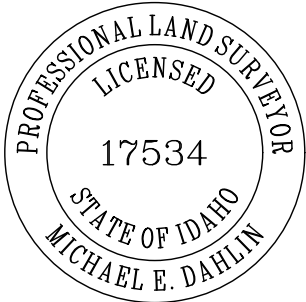
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

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

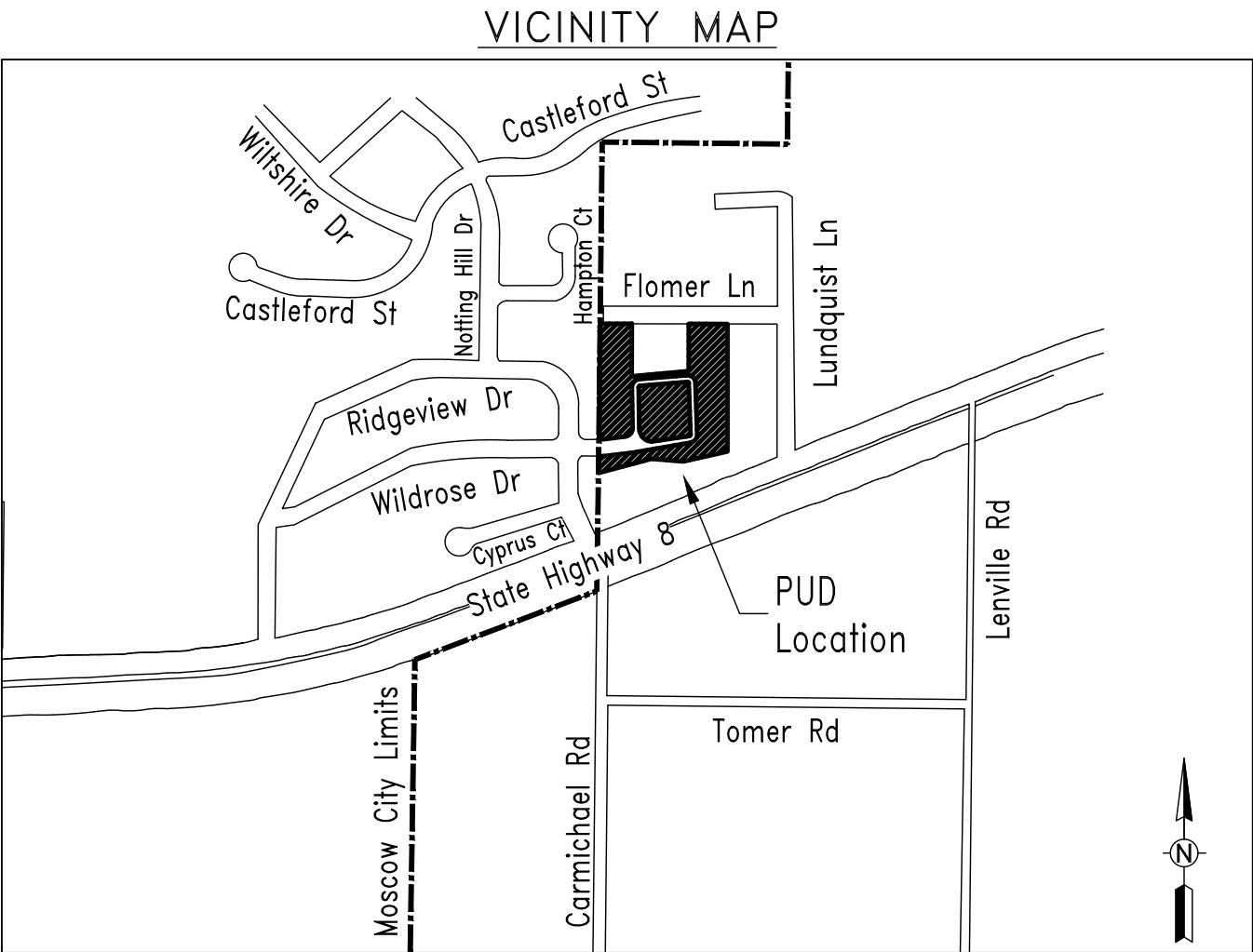
SURVEYOR'S CERTIFICATE

I, Michael E. Dahlin, PLS #17534, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon. The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 09-01-2025, as referenced on the plat and approved by the City of Moscow.

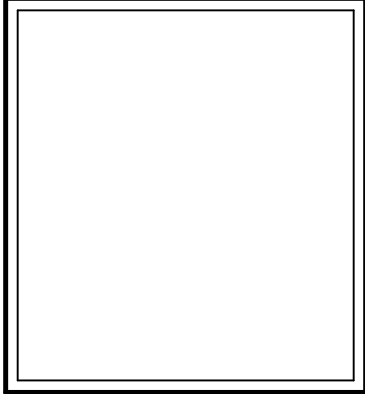
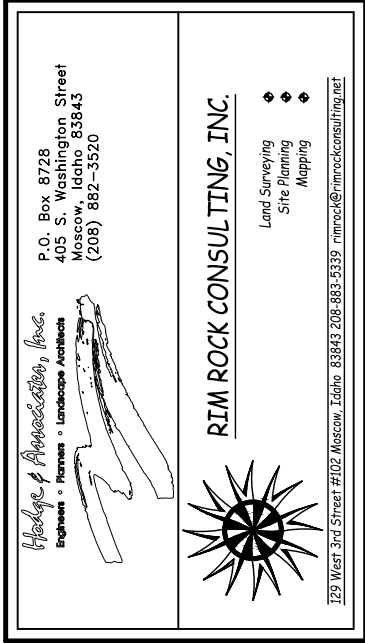
Witness my hand and seal this ____ day of _____, 2024.



Michael E. Dahlin _____ Idaho Professional Land Surveyor



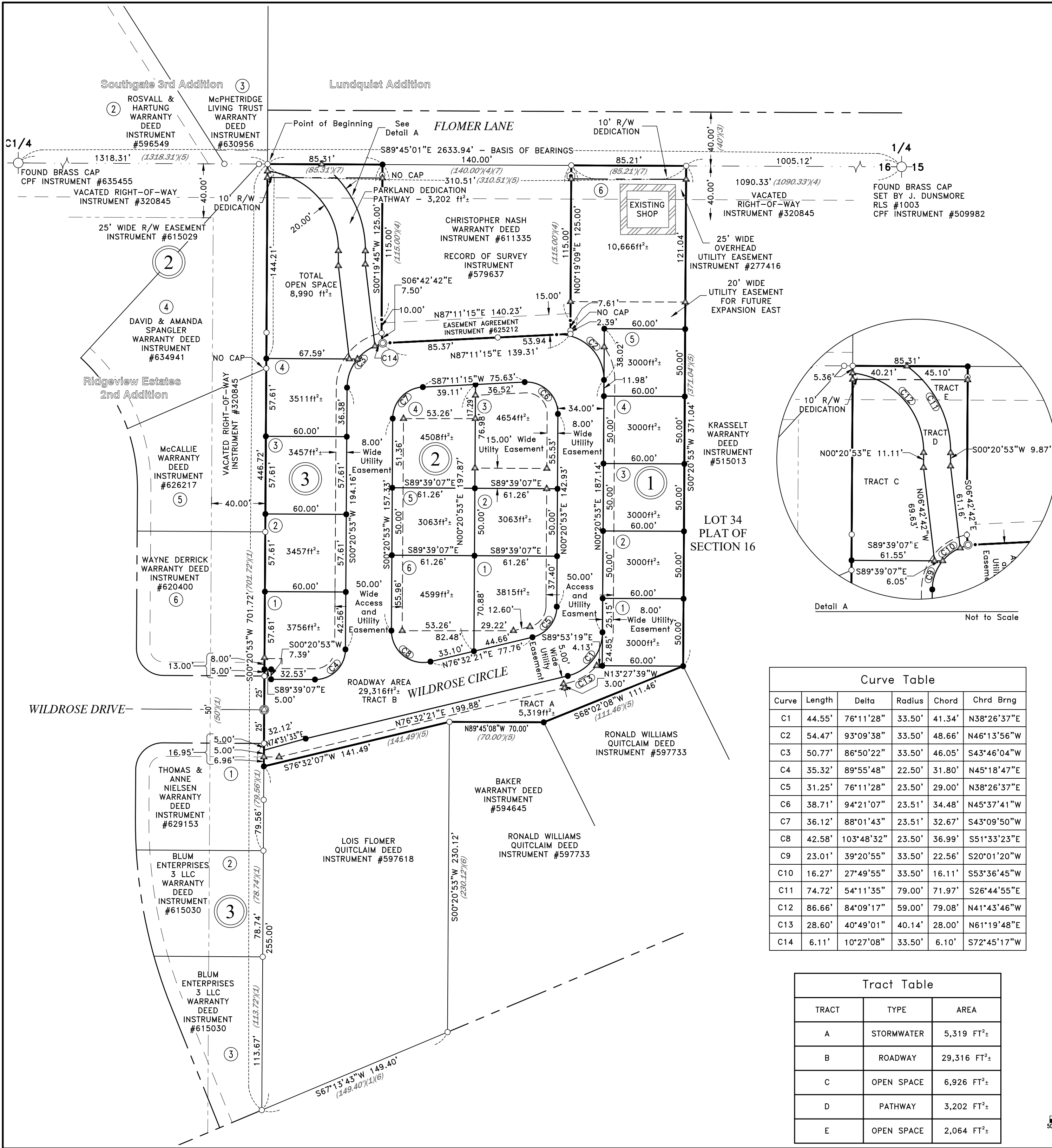
NO. _____ AT THE REQUEST OF: _____
DATE & HOUR: _____ M.
JULIE FRY
LATAH COUNTY RECORDER
FEE \$ _____ BY _____



Subdivision Plat of:
Wildrose Court PUD
Moscow, Idaho

Drafted by:	DC
Checked by:	SW/MED
File Name:	PUD PLAT
Tab:	Sign
Plot Style	Primary.ctb
Project:	4543-05-22
Date:	8/23/24

1 of 2



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.
10. Record of Survey, Instrument #624009, by M. Dahlin, PLS #17534.
11. Quitclaim Deed, Instrument #625168.
12. Quitclaim Deed, Instrument #625169.
13. Quitclaim Deed, Instrument #625170.
14. Easement Agreement, Instrument #625212.

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 August 2024.

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 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

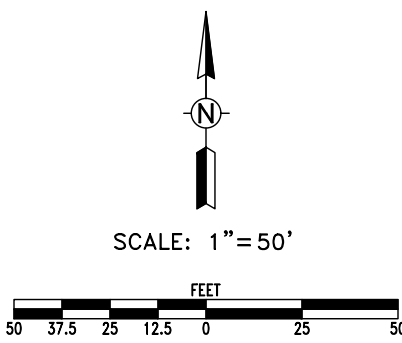
1. The purpose of this survey was to locate, monument and map the boundaries of Providenza, LLC, per Record of Survey, Instrument #624009, and to divide said parcel into sixteen separate lots to be, the Plat of Wildrose Court, as shown hereon.
2. See Record of Survey, Instrument #624009 for boundary 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.

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
- Set Easement 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

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'	27°49'55"	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
C13	28.60'	40°49'01"	40.14'	28.00'	N61°19'48"E
C14	6.11'	10°27'08"	33.50'	6.10'	S72°45'17"W

Tract Table		
TRACT	TYPE	AREA
A	STORMWATER	5,319 FT²
B	ROADWAY	29,316 FT²
C	OPEN SPACE	6,926 FT²
D	PATHWAY	3,202 FT²
E	OPEN SPACE	2,064 FT²



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

Surveyor's Information and Seal

Professional Land Surveyor Seal

Subdivision Plat of: Wildrose Court PUD, Moscow, Idaho

Drafted by: DC
Checked by: SW/MED
File Name: PUD PLAT
Tab: Layout
Plot Style: Primary.ctb
Project: 4543-05-22
Date: 8/23/24

2 of 2



**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	\$458.00 plus \$28.50/lot	
	Receipt Number		

APPLICATION FOR FINAL PLANNED UNIT DEVELOPMENT

(Please type or print plainly with blue ink.)

APPLICANT:

Name: RON STRUTHERS & DAVE DAIL

(208) 892-4339

Phone: (208) 310-0855

Address: 1008 WARREN LN, Moscow, ID 83843

Email: ron@sunriseapartments.com

davedail.realtor@gmail.com

OWNER: (if other than applicant)

Name: _____

Phone: _____

Address: _____

Email: _____

PROPERTY:

1. Proposed PUD Name: WILDOSE COURT

2. Address(es) or Parcel Number(s): RP39N05W167355

AUTHORIZATION:

Describe any changes in design or construction since approval of the Preliminary PUD:

There was an adjustment of the easement width per Avista's review
of the PUD. This width has been increased to 8' per their comments.

CONDITIONS OF APPROVAL:

The Commission or Council (in the case of a Type 2 PUD application) 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. The Final PUD process is intended to give the Zoning Administrator, Planning and Zoning Commission, or the Council (in the case of Type 2 PUD application), an opportunity to determine whether the proposed development conforms to the intent of the preliminary approval. The applicant is required to detail any proposed development agreements, condominium agreements, deed restrictions, or other commitments needed to assure adherence to the proposed development plan, and to provide final plans indicating how conditions or modifications imposed at preliminary approval will be met.
2. If the final proposal is substantially unchanged from the application provided for preliminary approval, and if it adequately incorporates all required conditions or modifications, it may be acted on by majority vote of the Planning and Zoning Commission as a regular agenda item at a regularly scheduled meeting (or City Council, in the case of a Type 2 PUD application). The deciding body may grant final approval, may grant final approval with minor modifications or conditions, or may deny the application.
3. If the proposal differs significantly from the proposal discussed at earlier public hearings beyond those changes required as conditions of the preliminary approval, or if conditions or modifications are contemplated which differ significantly from those presented at earlier hearings, then a new public hearing must be conducted by the Planning and Zoning Commission (or City Council in the case of a Type 2 PUD application) prior to final project approval.

REVOCATIONS:

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. 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.

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

1. Application Fees
2. Site Plan, drawn to scale (1 electronic copy; 1 - 11" x 17" hard copy)
3. Floor Plans, drawn to scale (1 electronic copy; 1 - 11" x 17" hard copy)
4. Elevation Drawings and/or Renderings, drawn to scale (1 electronic copy; 1 - 11" x 17" hard copy)
5. Evidence of clear title to any lands to be conveyed or reserved for parks, scenic ways, playgrounds, schools, public buildings, or other public purposes.
6. Final plans showing location of water, sewer, drainage and all other utilities, and plans for street improvements and grading.
7. A final phasing plan.

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

9-25-2024

Date

Signature of Property Owner (if different)

Date

Southeast Moscow Water & Sewer District

c/o B. Warnick
1180 Lundquist Lane
Moscow, ID 83843
semwsd1@gmail.com

April 26, 2024

Dave Dail
davedail.realtor@gmail.com

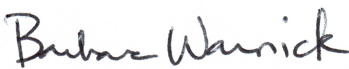
RE: Wildrose Court Development connection to SE Moscow Water & Sewer District system

Mr. Dail,

In response to your request for SE Moscow Water & Sewer District approval to connect the Wildrose Ct development to the District sewer system, the board has approved the request based on confirmation from City of Moscow staff that sufficient capacity exists.

The properties involved will be required to adhere to the terms and conditions of the Agreement for Sewage Collection, Conveyance, and Disposal Services between the City of Moscow and the Southeast Moscow Water and Sewer District in addition to the agreement between the North Latah Highway District and the Southeast Moscow Water and Sewer District. Copies of both agreements are attached to this email.

When the development plans are finalized, please notify the district so we will know what hookup fees to expect from the City of Moscow when the homes are completed.

Best regards, 
Barbara Warnick

President, SE Moscow Water & Sewer District

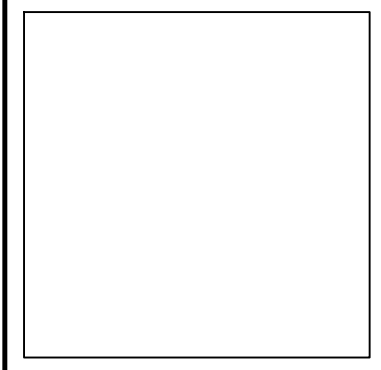
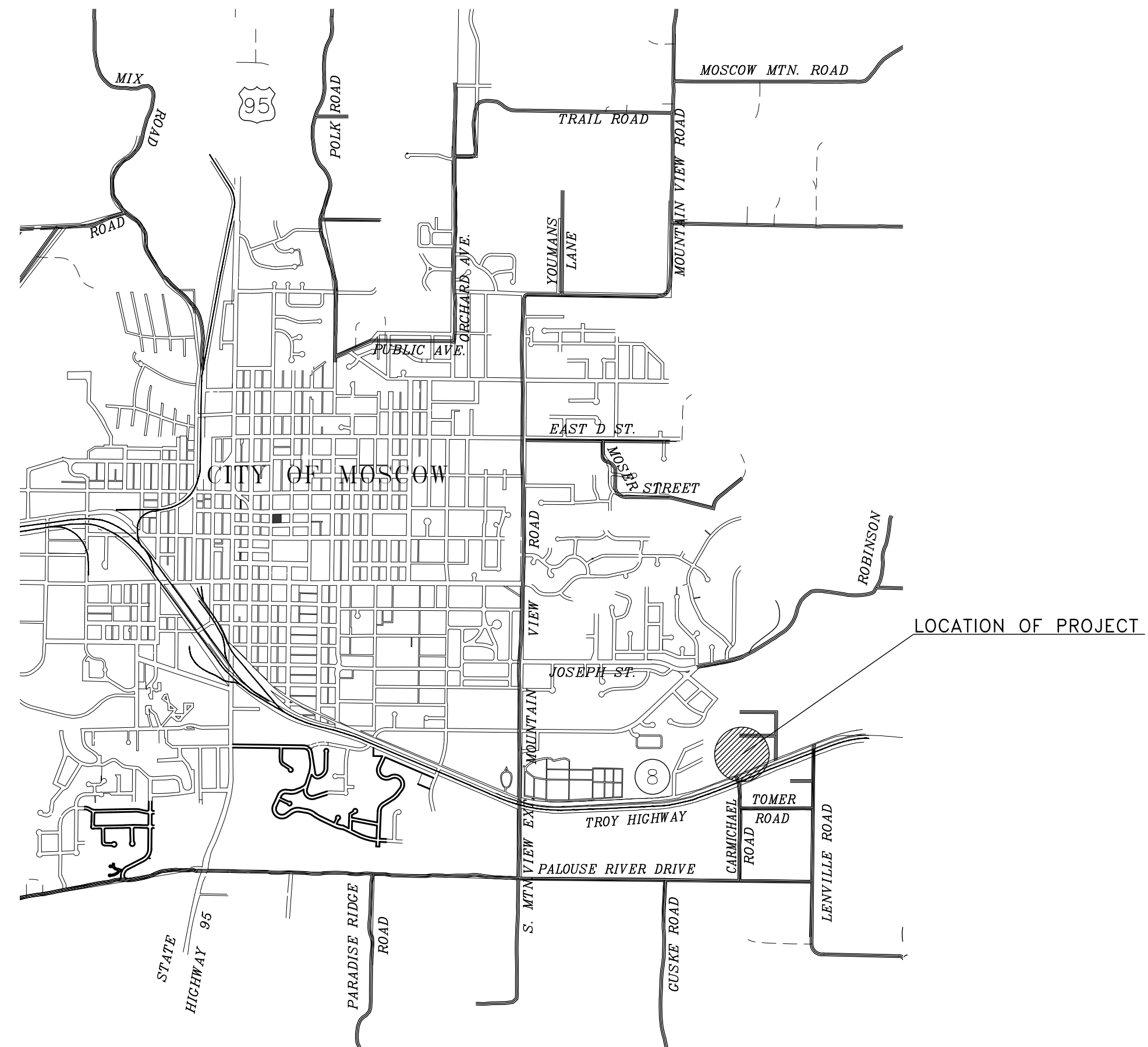
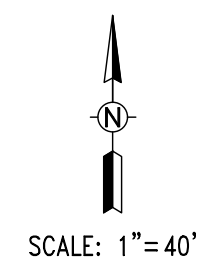
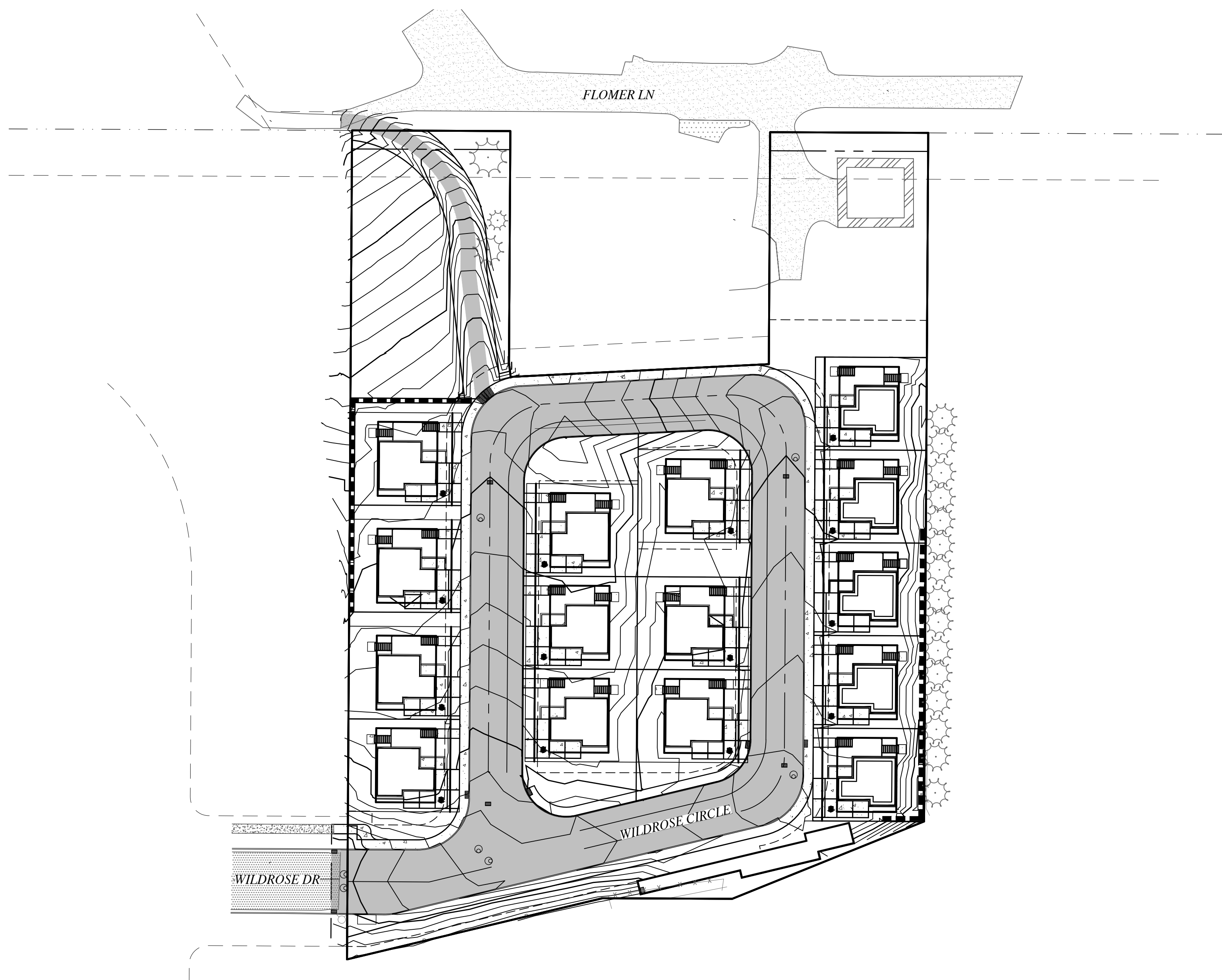
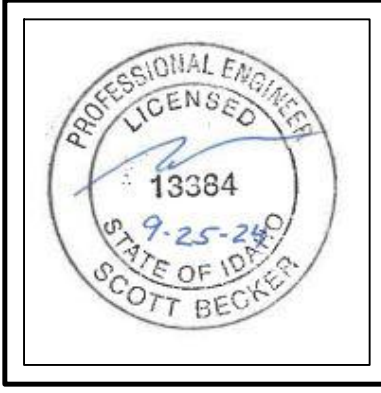
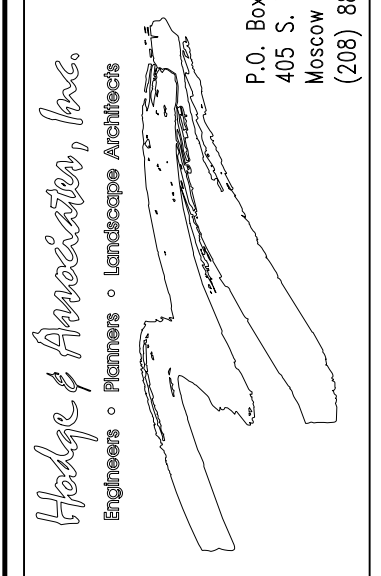
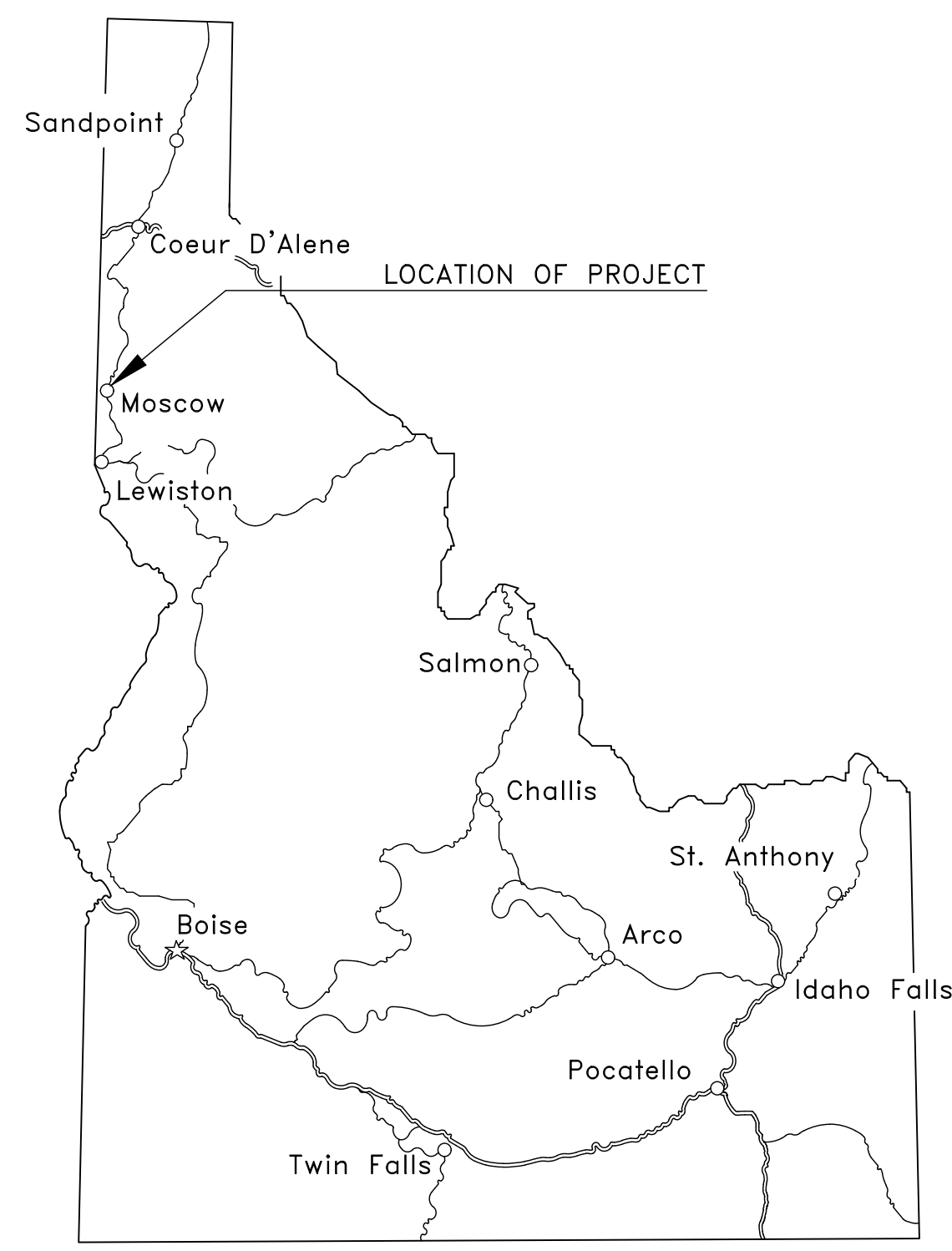
WILDROSE COURT PUD

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).

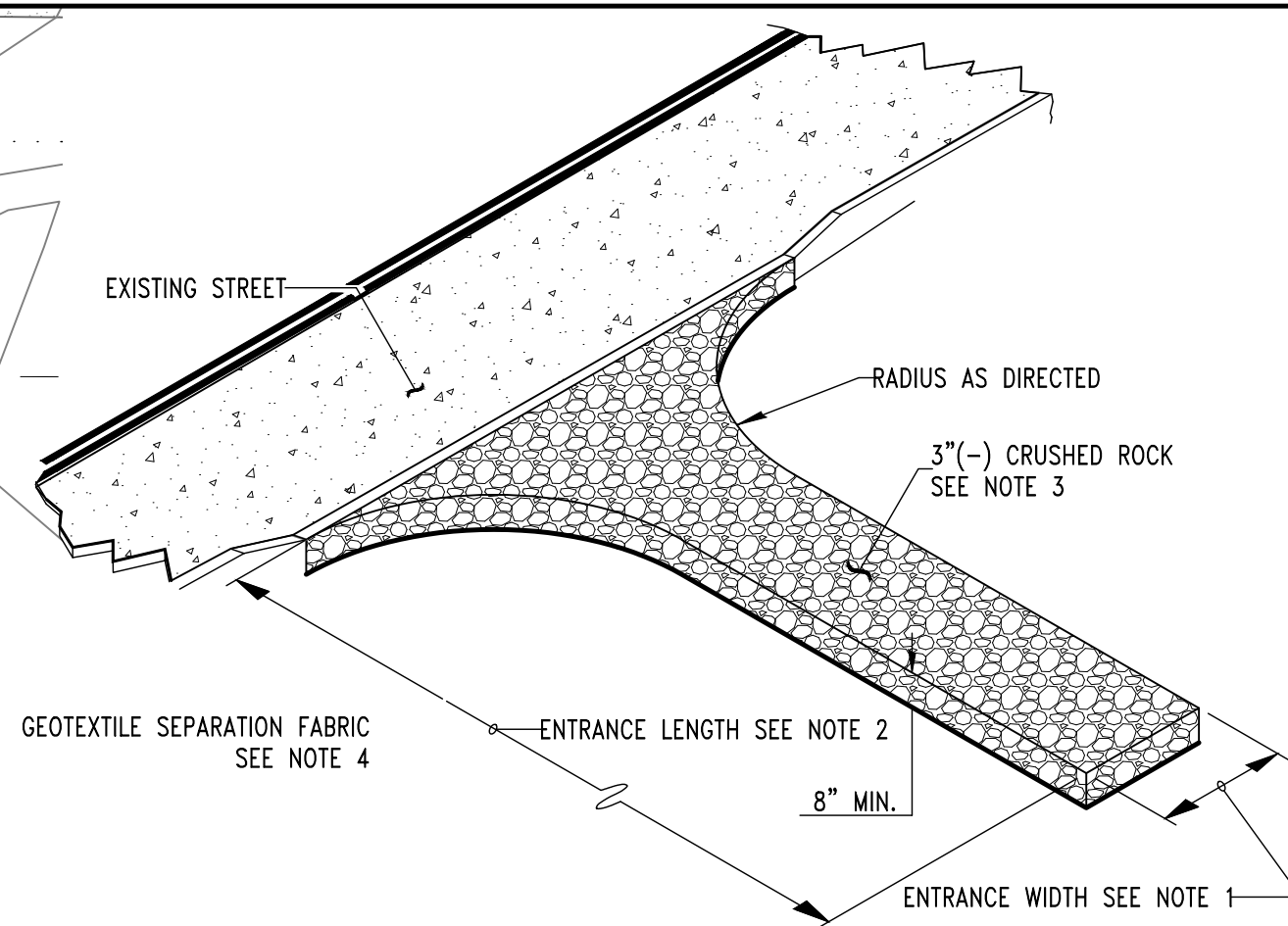
DRAWING INDEX	
Sheet Number	Sheet Title
C1	COVER SHEET
C2	OVERALL EROSION CONTROL AND GRADING PLAN
C3	UTILITY LAYOUT PLAN
C4	EAST WALL PLAN AND PROFILE
C5	WEST WALL (N/S) PLAN AND PROFILE
C6	WEST WALL (E/W) PLAN AND PROFILE
C7	GENERAL NOTES AND DETAIL
C8	WALL DETAIL
L1	LANDSCAPE PLAN



WILDROSE COURT
COVER SHEET
RON STRUTHERS
FLOMER LANE
MOSCOW, IDAHO
(208) 882-4339

Designed by:	SB
Drafted by:	DC
Checked by:	SB
File Name:	COVER (PUD SP).dwg
Tab:	COVER
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	9/25/2024

C1



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).

GRADING NOTES
ESTIMATED GRADING QUANTITIES
CUT VOLUME = ---- C.Y.
FILL VOLUME = 7,490 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. APPLICANTS MUST USE DEQ'S IPDES E-PERMITTING SYSTEM TO ELECTRONICALLY PREPARE AND SUBMIT THE NOI FOR COVERAGE UNDER THIS PERMIT UNLESS APPLICANT RECEIVES AN ELECTRONIC REPORTING WAIVER FROM DEQ.

THE IPDES E-PERMITTING SYSTEM MAY BE ACCESSED AT:
[HTTPS://WWW2.DEQ.IDAHO.GOV/WATER/IPDES](https://www2.deq.idaho.gov/water/ipdes)

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 AND WHEREVER CONSTRUCTION VEHICLES WILL BE EXITING SITE.
- TEMPORARY CONSTRUCTION BMPs SHALL BE INSPECTED BY THE CITY'S ENVIRONMENTAL COMPLIANCE INSPECTOR BEFORE GRADING CAN BEGIN. PLEASE CALL 208-883-7114 TO SCHEDULE INSPECTION.

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.
- 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:
 - 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 AREAS ARE FINISH GRADED.
 - AREAS SLOPING LESS THAN 4:1 FILLED WITH A FARM IMPLEMENT SUCH AS A DISC, PLOW OR SPRING TOOTH THAT RESULTS IN COARSE SURFACE TEXTURE.
 - STRAW SPREAD AND TRACKED INTO THE SURFACE. TRACK PERPENDICULAR TO THE DIRECTION OF FLOW.
 - EROSION CONTROL BLANKETS - INCLUDING AN APPROVED GRASS SEED/FERTILIZER MIX IF AREA IS FINISH GRADED.
 - 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.

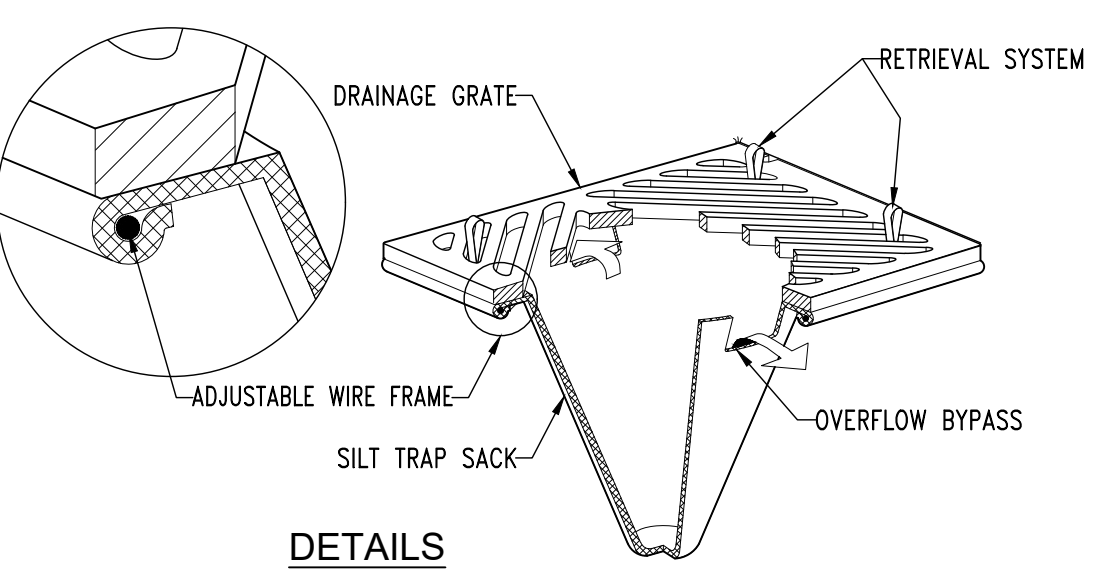
UPON COMPLETION OF CONSTRUCTION ACTIVITIES:

- 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, 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.
- 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.

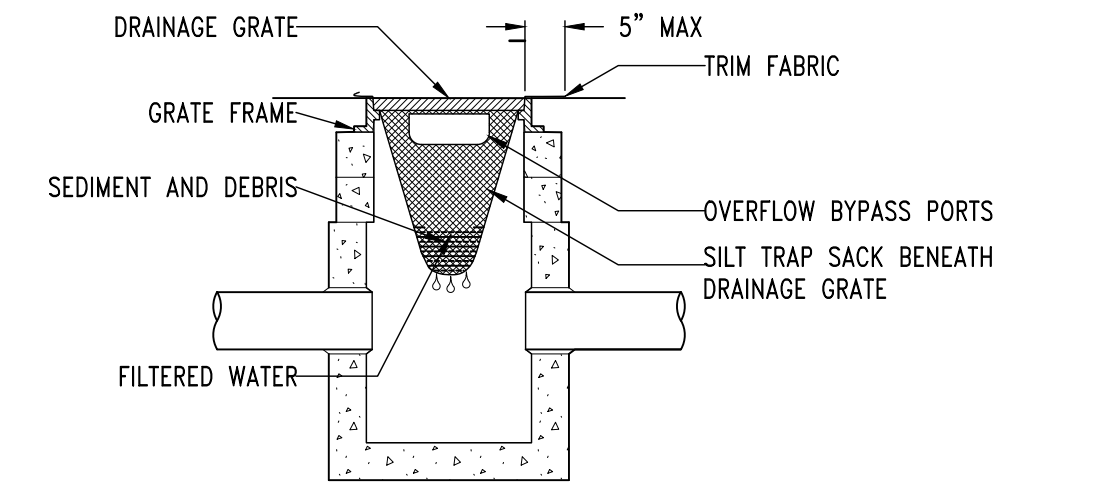
UPON ESTABLISHMENT OF SUFFICIENT VEGETATION AND PERMANENT DRAINAGE FACILITIES OPERATION:

- NOTES:
- ENTRY WIDTH SHALL BE 12' MINIMUM.
 - ENTRY LENGTH SHALL BE 20' MINIMUM FOR RESIDENTIAL AND 50' FOR COMMERCIAL.
 - INSTALL 8" THICK OF 3/4" CRUSHED ROCK FOR THE FULL WIDTH OF THE ENTRANCE. SEPARATION GEOTEXTILE SHALL BE PLACED UNDER CRUSHED ROCK ON PROJECTS 1 ACRE AND GREATER IN SIZE. NOT REQUIRED ON SINGLE FAMILY RESIDENCE LOT.
 - CONSTRUCTION ENTRANCES SHOULD BE INSPECTED REGULARLY FOR SIGNS OF THINNING AREAS WHERE MUD BEGINS TO SHOW THROUGH. ADD GRAVEL PERIODICALLY TO MAINTAIN INTEGRITY OF THE PAD WHICH WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY.

CONSTRUCTION ENTRANCE



DETAILS



SECTION
NOT TO SCALE

- NOTES:
- SIZE AND SHAPE OF THE SILT TRAP SACK TO FIT THE STORM STRUCTURE IT WILL SERVICE. (RECTANGULAR OR ROUND).
 - THE SILT TRAP SACK SHALL HAVE A BUILT-IN HIGH-FLOW RELIEF SYSTEM (OVERFLOW BYPASS).
 - THE SILT TRAP SACK ASSEMBLY MUST ALLOW REMOVAL WITHOUT SPILLING THE COLLECTED MATERIAL.
 - EMPTY SILT TRAP SACK AND DISPOSE OF SEDIMENT AND DEBRIS BEFORE THE SACK IS HALF-FULL.
 - 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.

INLET PROTECTION

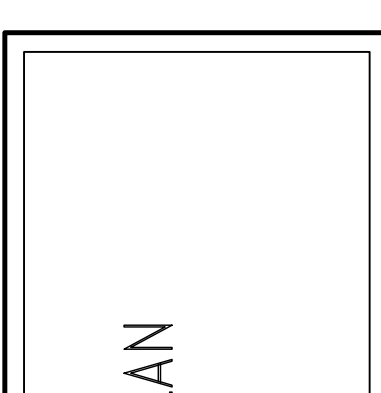
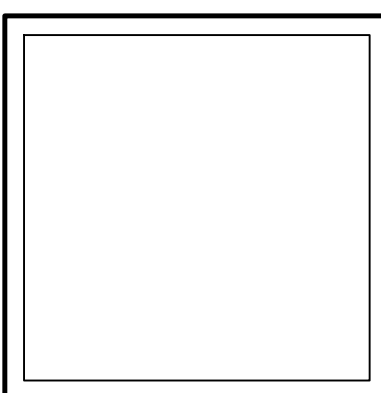
GRADING LEGEND

- | | |
|--------------------------|---|
| 10% | GRADE ARROW - ARROW POINTS DOWNHILL |
| +2594.90 | SPOT ELEVATION - PROPOSED ASPHALT |
| +2594.06 | SPOT ELEVATION - TOP BACK OF CURB/ASPHALT |
| +2592.56 | EXISTING 1' CONTOUR INTERVAL |
| 2575 | EXISTING 5' CONTOUR INTERVAL |
| 2574 | PROPOSED 1' CONTOUR INTERVAL |
| 2575 | PROPOSED 5' CONTOUR INTERVAL |
| SE | SILT FENCE |
| ET | PROPOSED EVERGREEN TREE |
| PROPOSED SHRUB | |
| CURB - SEE DETAIL | |
| PROPOSED CONCRETE PAVING | |
| PROPOSED ASPHALT PAVING | |
| PROPOSED RETAINING WALL | |

811
Know what's below.
Call before you dig.

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

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



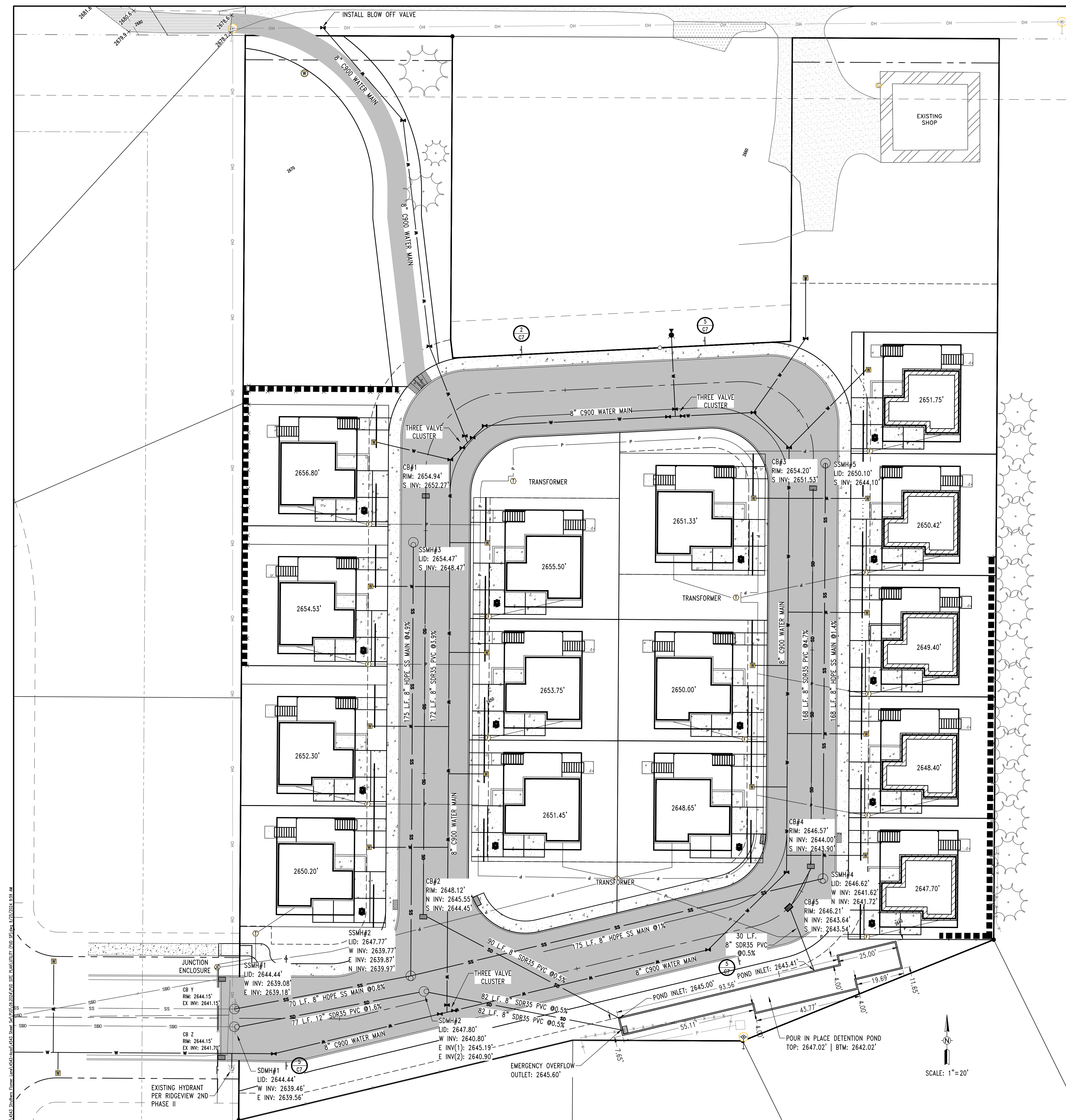
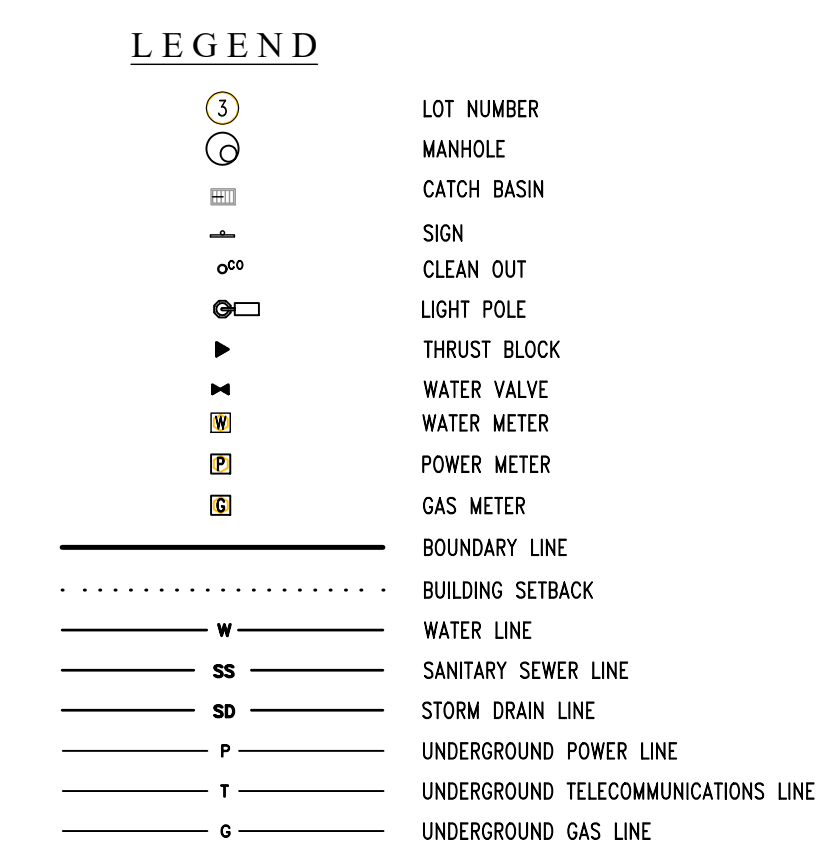
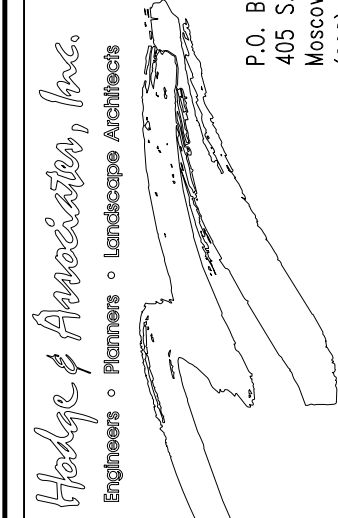
WILDROSE COURT
OVERALL EROSION CONTROL AND GRADING PLAN
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 892-4339

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Drafted by:	DC
Checked by:	SB
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Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	9/25/2024

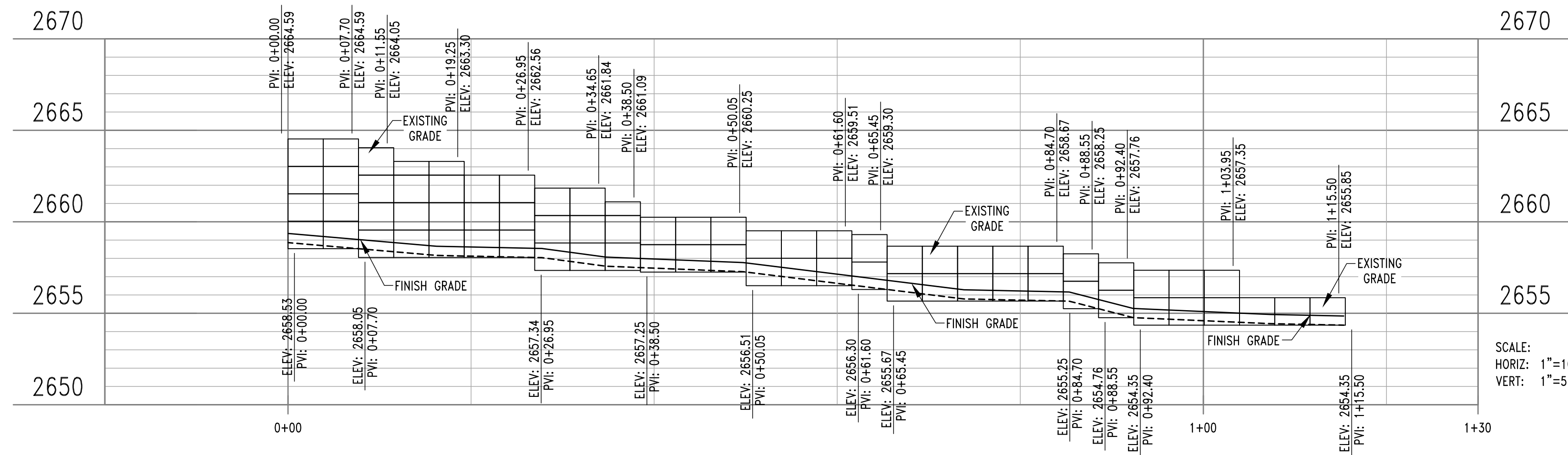
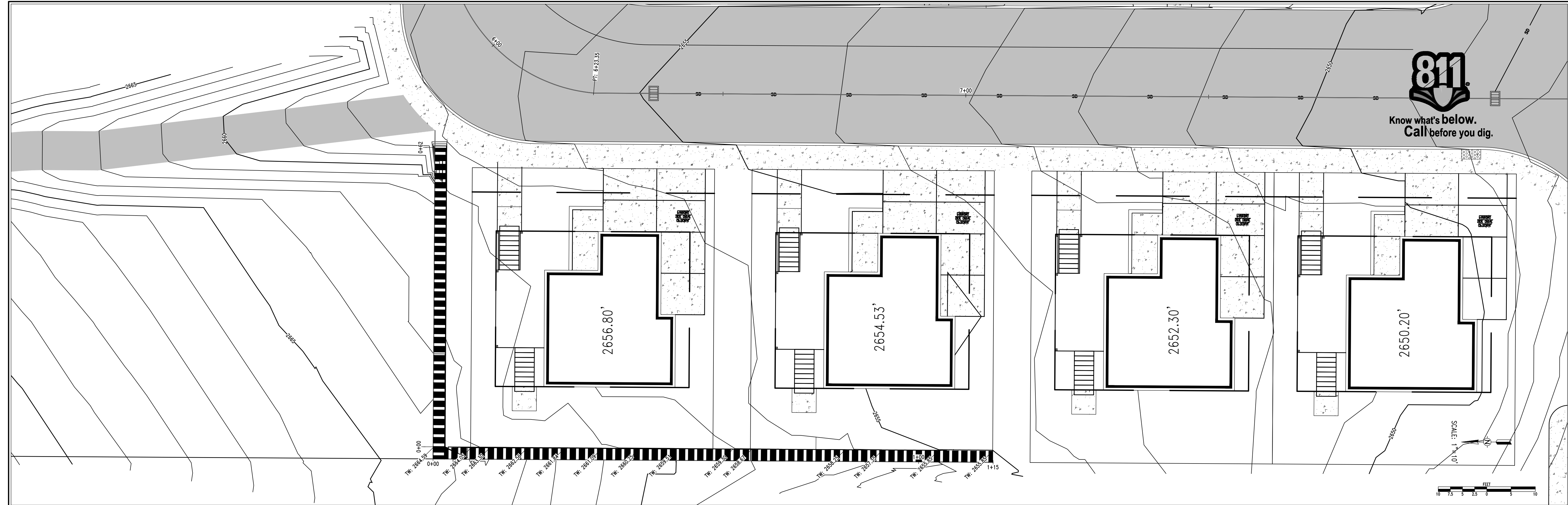
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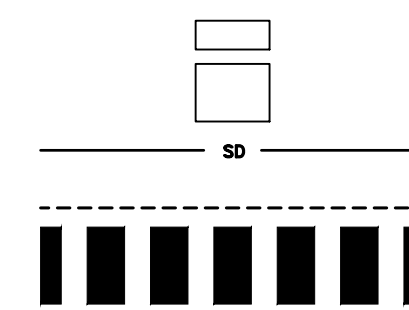
Know what's **below**.
Call before you dig.



P:\4543_Stripper_Retainer\work\4543-4543.dwg Sheet: 54 of 103 09/25/2024 09:00:00 SEE PLAN FOR WALL (TAB SP) DATE: 9/25/2024 9:59 AM



LEGEND



REDI-ROCK BLOCK
REDI-ROCK BLOCK (9" TOP)
STORM DRAIN LINE
6" MINIMUM BURY DEPTH LINE
REDI-ROCK RETAINING WALL, SEE DETAIL

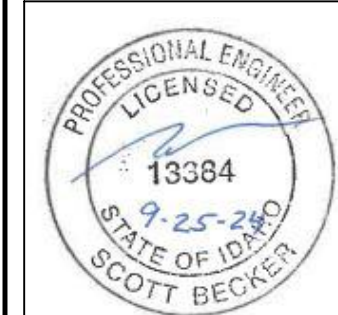
SCALE:
HORIZ: 1"=10'
VERT: 1"=5'

PLAN AND PROFILE: STA 0+00 THRU STA 1+15.50

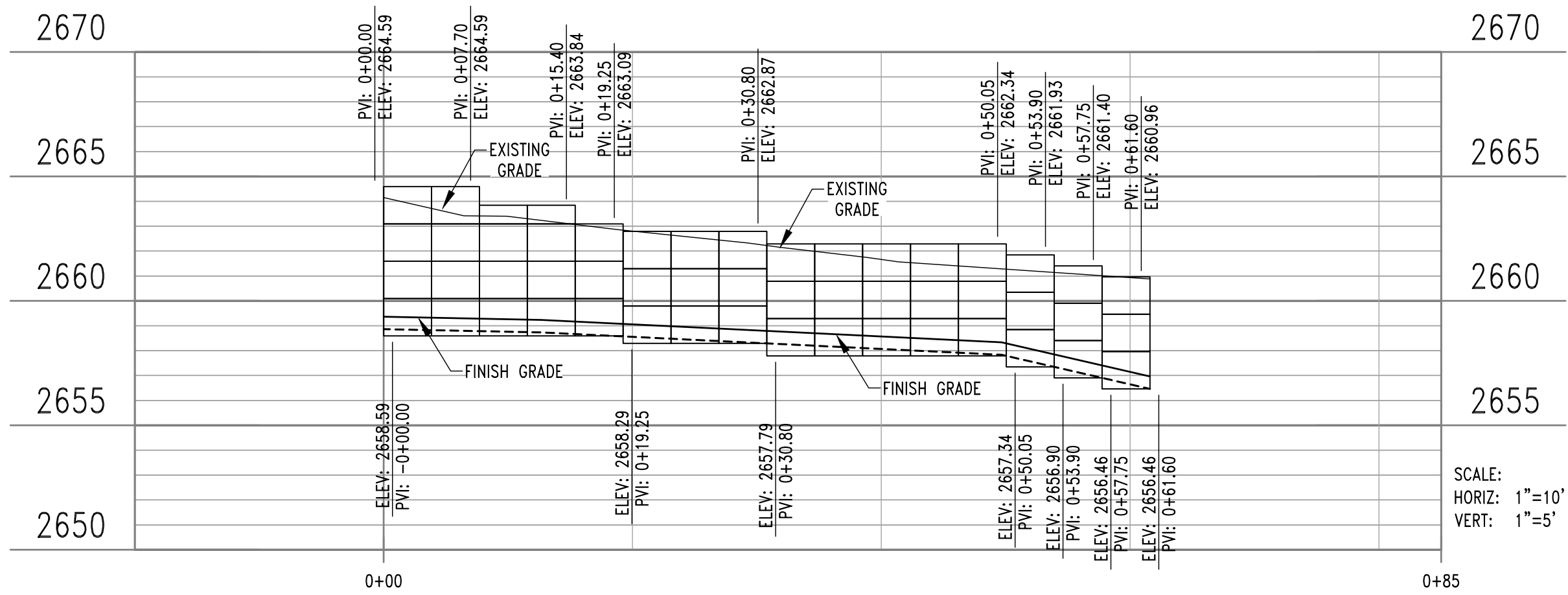
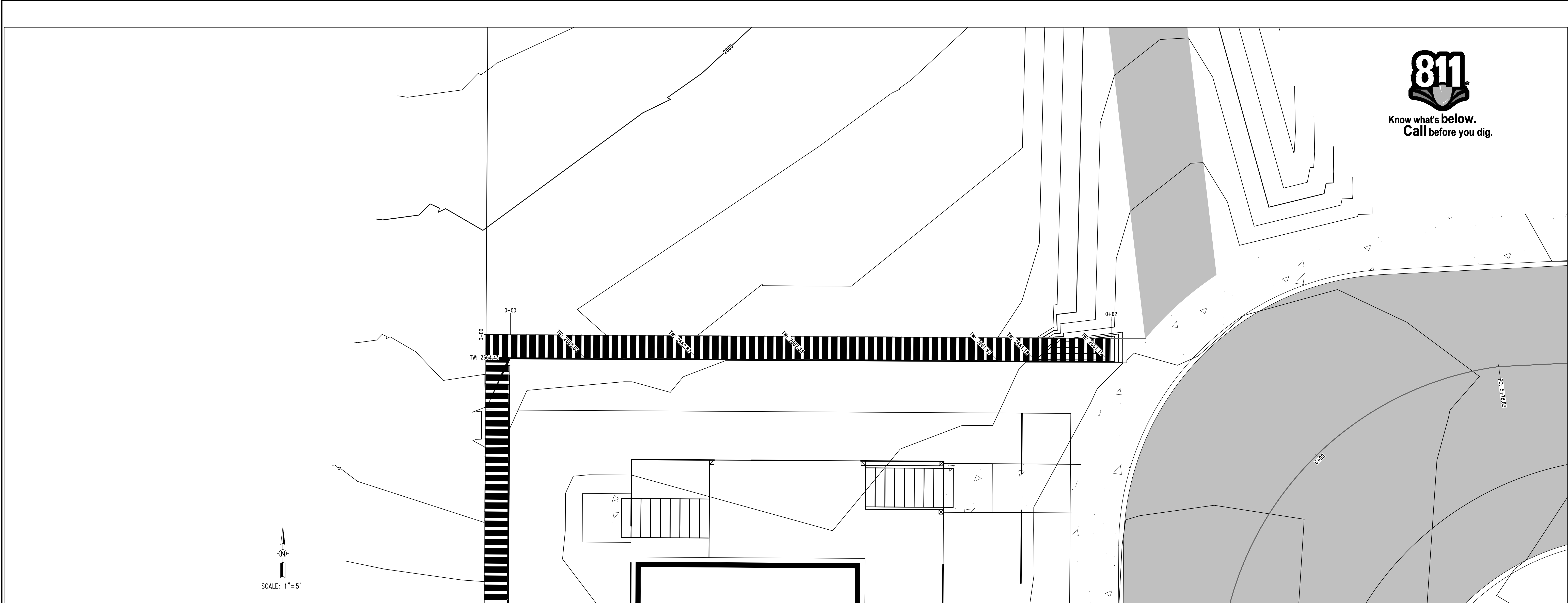
WILDROSE COURT
WEST WALL (N/S) PLAN AND PROFILE
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 892-4339

Designed by:	SB
Drafted by:	DC
Checked by:	SB
File Name:	4543 PUD WALL (PUD SP).dwg
Tab:	WEST WALL (N+S)
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	9/25/2024

C5



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Moscow, Idaho 83843
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PLAN AND PROFILE: STA 0+00 THRU STA 0+61.60

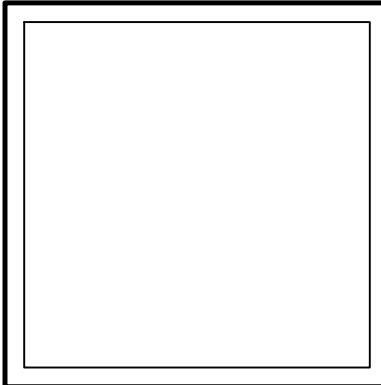
LEGEND

- REDI-ROCK BLOCK
- REDI-ROCK BLOCK (9" TOP)
- STORM DRAIN LINE
- 6" MINIMUM BURY DEPTH LINE
- REDI-ROCK RETAINING WALL, SEE DETAIL

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P.O. Box 8728
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-5520



WILDROSE COURT
WEST WALL (E/W) PLAN AND PROFILE
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 892-4339

Designed by:	SB
Drafted by:	DC
Checked by:	SB
File Name:	4543_PUD_WALL (PUD SP).dwg
Tab:	WEST WALL (E+W)
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	9/25/2024

C6



NTS



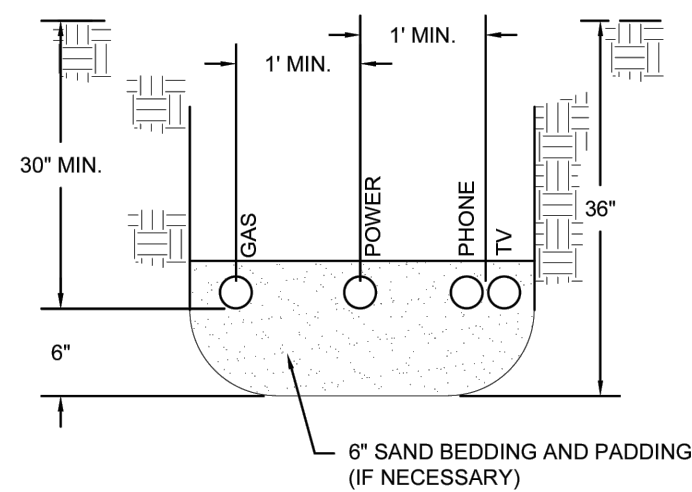
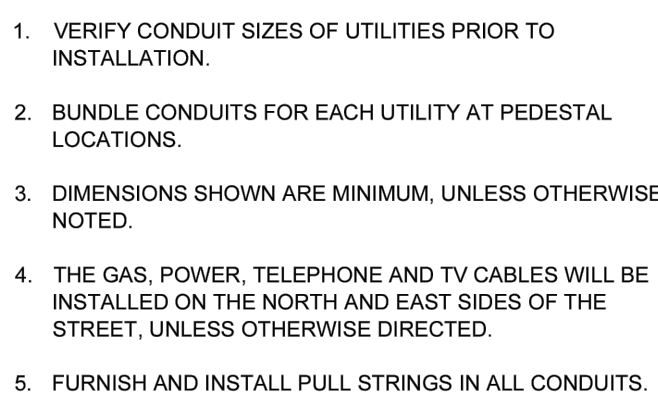
NTS



NTS 5
C7

NTS

NTS



NTS

1. ALL WORK TO BE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
2. UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 811 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION.
3. 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.
4. 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.
5. 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).
6. 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.

1. ALL BACKFILL AND SUBGRADE IN PUBLIC STREET SECTION SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY.
2. PLACE ROLLED CURB, (SEE DWG #6 CITY OF MOSCOW STANDARD DRAWINGS) ON PRIVATE STREET.
3. ADJUST ALL MANHOLES AND WATER VALVE BOXES TO FINISHED GRADE PRIOR TO PAVING.
4. ALL OFFSET DIMENSIONS ARE FROM INDICATED STATION LINES UNLESS OTHERWISE NOTED.
5. STREET MONUMENTS SHALL BE SET BY ENGINEER IN CASINGS PROVIDED AND SET BY CONTRACTOR. ENGINEER SHALL MARK LOCATION OF CASINGS FOR CONTRACTOR.
6. ALL CUT OR FILL SLOPES ON STREET RIGHTS-OF-WAY SHALL BE MULCHED TO PREVENT EROSION. SEE EROSION CONTROL PLAN, SHEET C2.
7. ALL CURB RADII AT INTERSECTIONS TO BE 25 FEET, PER CITY STANDARD, UNLESS SPECIFICALLY NOTED OTHERWISE.

1. THE CITY OF MOSCOW IS OPERATOR OF WATER AND SEWER FACILITIES SERVING THIS DEVELOPMENT.
2. 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.
3. 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.
4. SEWER STUBS SHALL BE INSTALLED AT A MINIMUM SLOPE OF 1/4" PER FOOT, AND CONNECTED TO MAINS USING MANUFACTURED WYES.
5. 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.
6. 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.
7. ALL STORM AND SANITARY SEWER LINES SHALL HAVE 2.0' MINIMUM COVER.
8. 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.
9. SANITARY SEWER PIPE (SS): ALL SS PIPE TO BE SDR 35, PVC (GREEN), UNLESS OTHERWISE NOTED.
10. STORM SEWER PIPE (SD): ALL SD PIPE TO BE SDR 35, PVC (WHITE), UNLESS OTHERWISE NOTED.

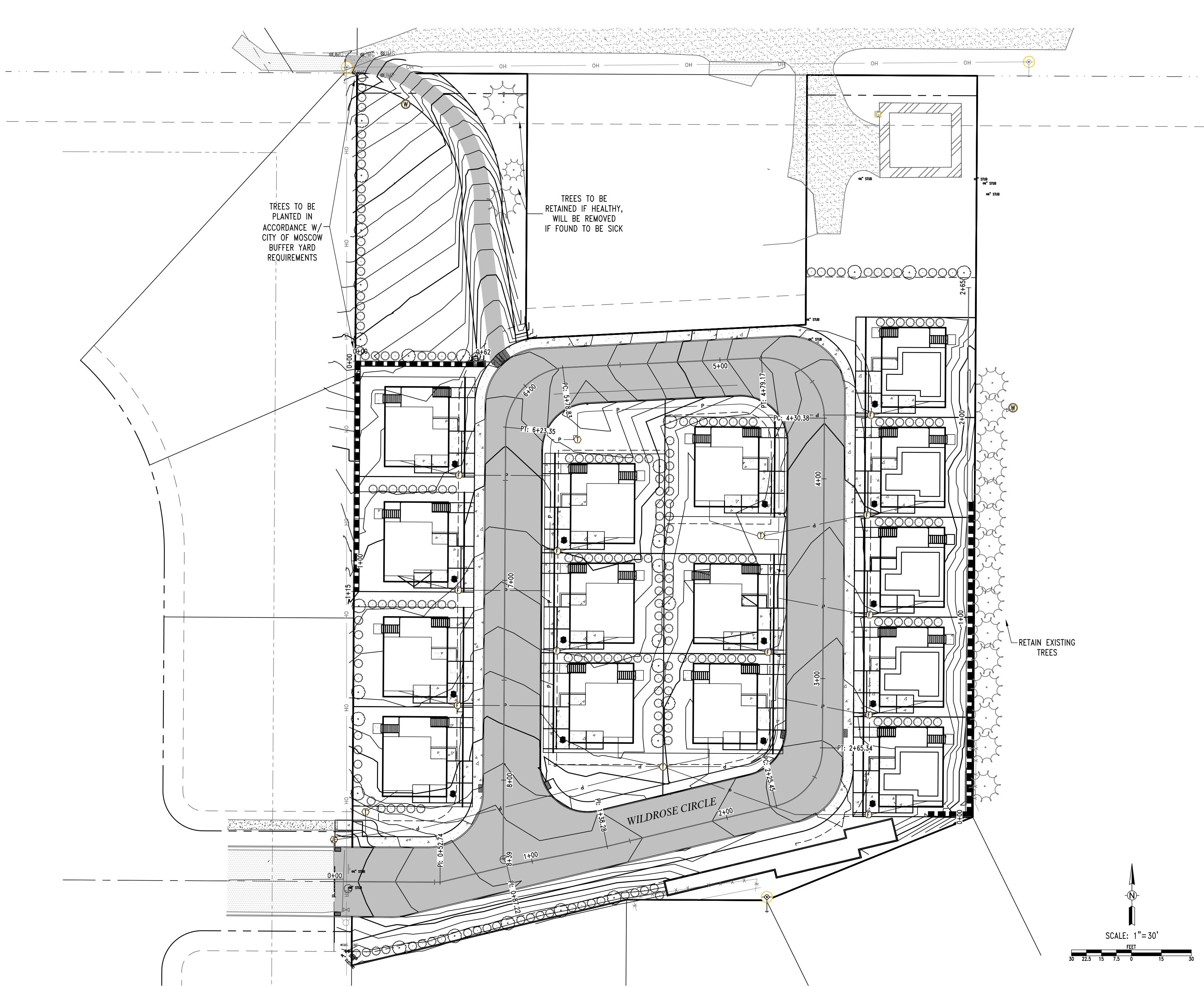
1. WATER SERVICES SHALL BE DUG AND INSTALLED BY CONTRACTOR AT OWNER'S EXPENSE. CITY CREW WILL MAKE TAP TO MAIN. ALL WATER SERVICE MATERIALS FURNISHED BY CITY.
2. ALL WATER SERVICES SHALL BE INSPECTED BY THE CITY PRIOR TO BACKFILLING TRENCHES.
3. INSTALL "LOCATE" TAPE 18" ABOVE PIPE AND #10 LOCATE WIRE DIRECTLY ABOVE PIPE IN PVC WATER LINE TRENCH. REFER TO DETAIL, THIS SHEET.
4. 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.
5. BACK FLOW DEVICES SHALL BE PROVIDED PER CITY CODES AND POLICIES.
6. 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.
7. WATER PIPE: ALL WATER MAINS TO BE C 900 CLASS 150 PVC, UNLESS OTHERWISE NOTED.

- A. 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:
 - I. 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
 - II. THE WATER MAIN SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE SEWER MAIN.
- B. THE REQUIREMENTS FOR THE VERTICAL SEPARATION OF WATER AND SEWER MAINS ARE AS FOLLOWS:
 - I. 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.
 - II. AT ANY POINT WHERE THE SEWER MAIN CROSSES ABOVE THE WATER MAIN THE SEWER MAIN SHALL BE SUPPORTED TO MAINTAIN LINE & GRADE.
 - III. 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.
 - IV. 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.
 - V. 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.

WILDROSE COURT
GENERAL NOTES AND DETAILS
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 892-4339

Designed By:	SB
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Layer Style:	STANDARD
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C7



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.

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.

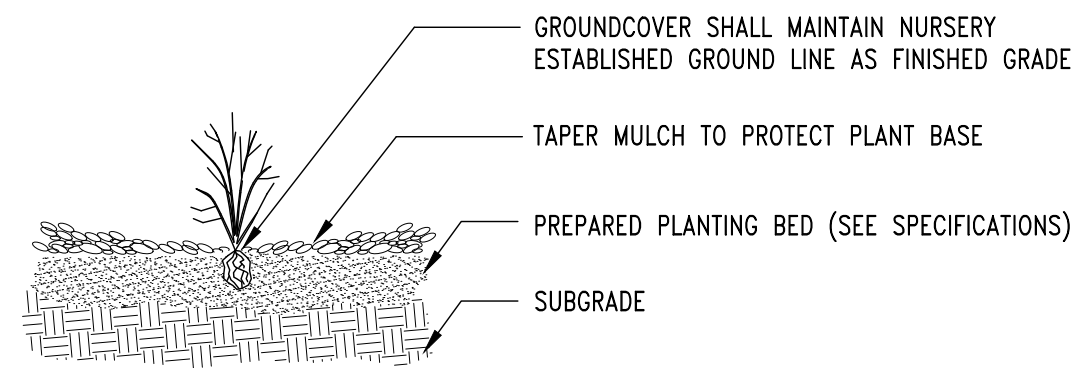
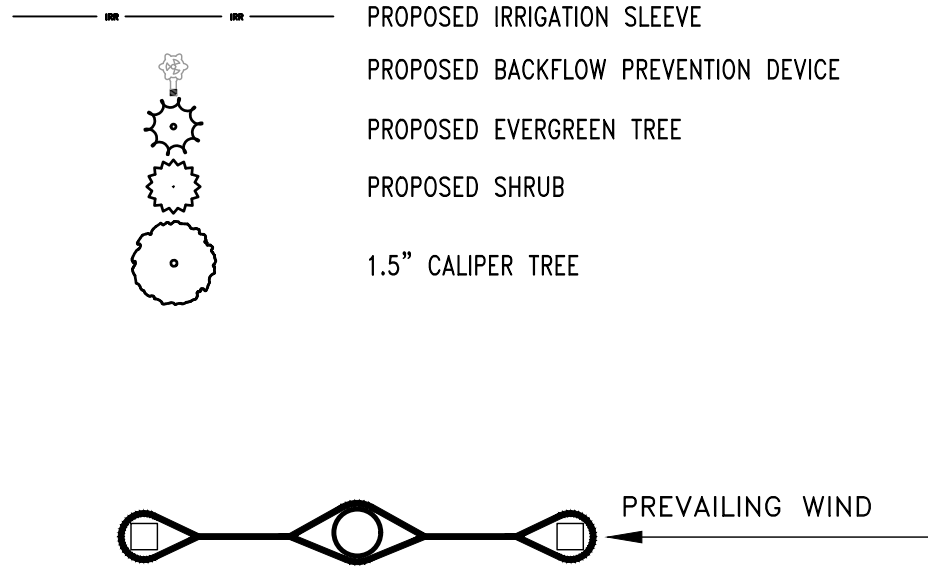
RIGHT-OF-WAY GREEN STRIP PLANTING(S):
ALL TREE PLANTINGS WITHIN THE RIGHT-OF-WAY HAVE BEEN SELECTED AS MEDIUM SIZE CALIPER, GREENCOLUMN MAPLE TO ADHERE WITH PROPER GREEN STRIP WIDTH, AND LOCATED TO PROPERLY OFFSET ANY EXISTING AND PROPOSED SIDEWALK/CURB/UTILITY FACILITIES.
-REFER TO "THE CITY OF MOSCOW 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.

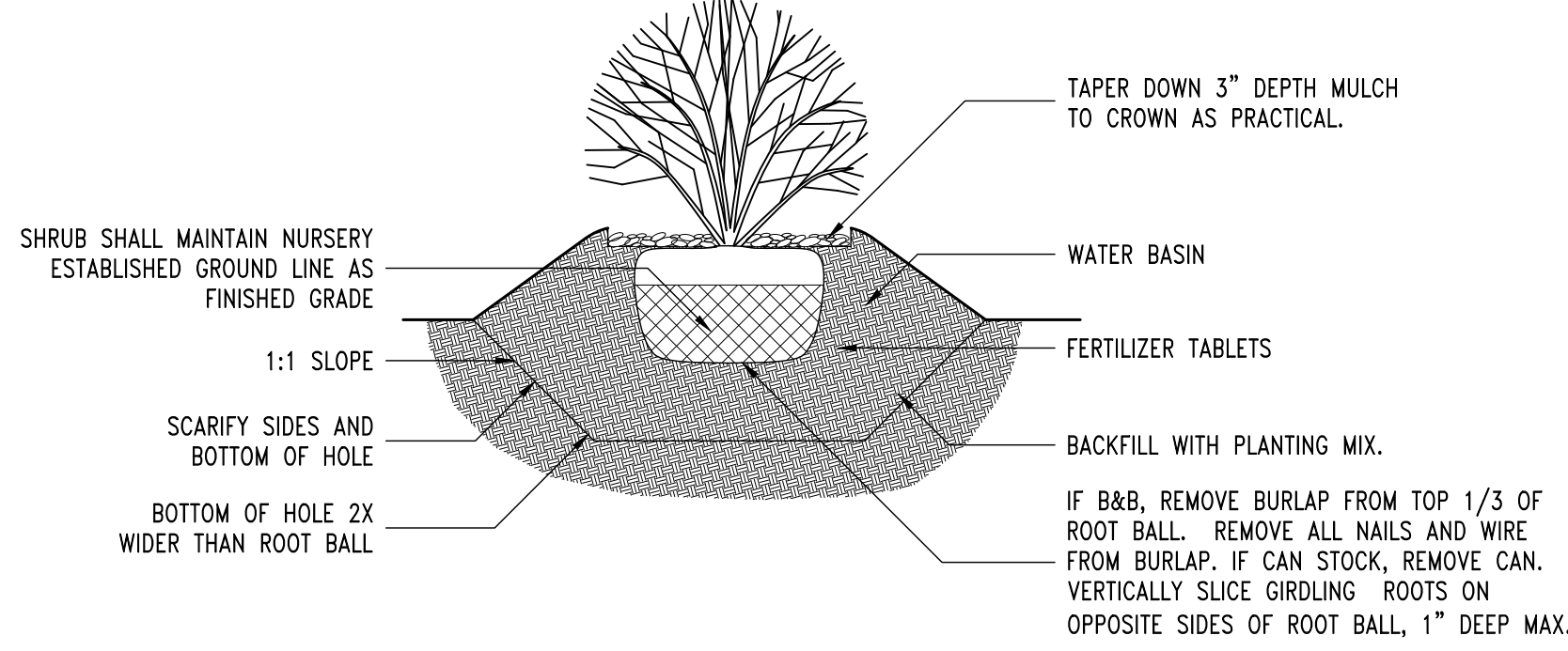
LANDSCAPED AREA:
-IN ORDER TO ACHIEVE THE FULL 5% DENSITY BONUS OF THE PUD FOR LANDSCAPING, THE LANDSCAPING SHALL BE ON THE INDIVIDUAL LOTS, ALONG WITH THE ENTRANCE AREA. ALL OF THE FOLLOWING TREES ARE OPTIONS FROM THE, "CITY OF MOSCOW TREE SELECTION GUIDE FOR STREET TREE PLANTING" AND WILL BE SELECTED PER THE OWNER'S DISCRETION, AND AVAILABILITY LOCALLY AT THE TIME OF PLANTING. THE FOLLOWING OPTIONS ARE FROM THE GUIDE THAT FIT THE AREAS IN WHICH PLANTINGS ARE REQUIRED.

-NARROW AREA TREE SELECTION: TRIDENT MAPLE, DAVID'S MAPLE, GLOBE NORWAY MAPLE, GOLDEN DESERT ASH, JAPANESE TREE LILAC.
-OPEN AREA TREE SELECTION: SUGAR MAPLE, RIVER BIRCH, COLUMNAR EUROPEAN HORNBEAM, LITTLELEAF LINDEN.
-SHRUBBERY: ANY OPTIONS THAT ARE READILY AVAILBLE LOCALLY, FROM THE LIST OF THE XERISCAPE PLANT LIST, APART OF THE TREE SELECTION GUIDE.

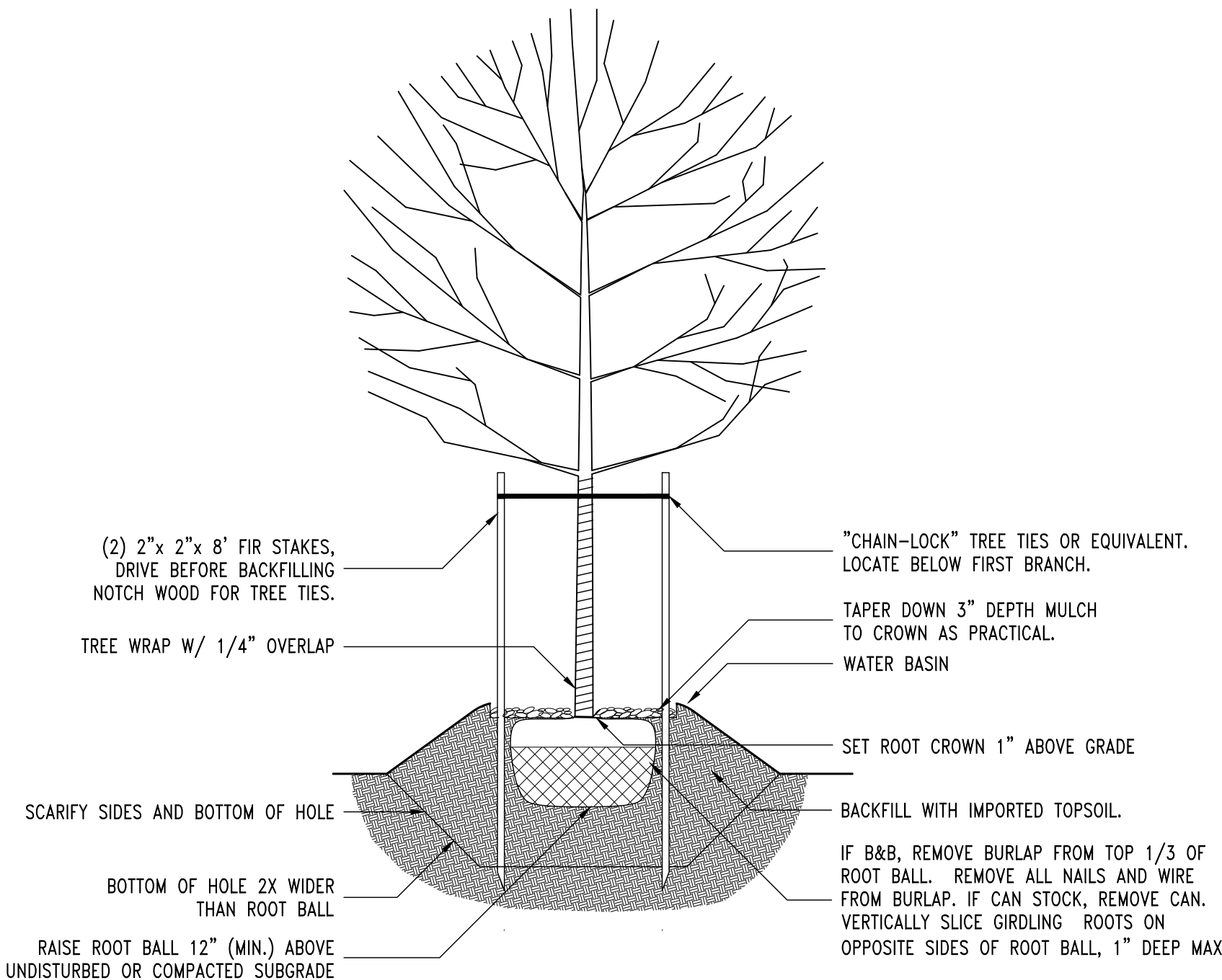
LANDSCAPING LEGEND



GROUND COVER AND PERENIAL
PLANTING DETAIL
1
L1

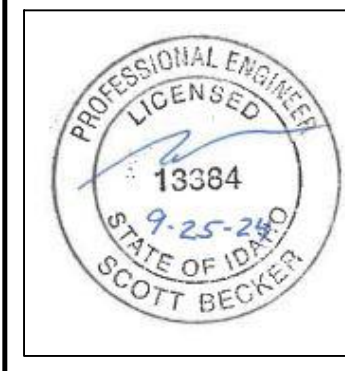


SHRUB AND VINE
PLANTING DETAIL
2
L1



TREE
PLANTING DETAIL
1
L1

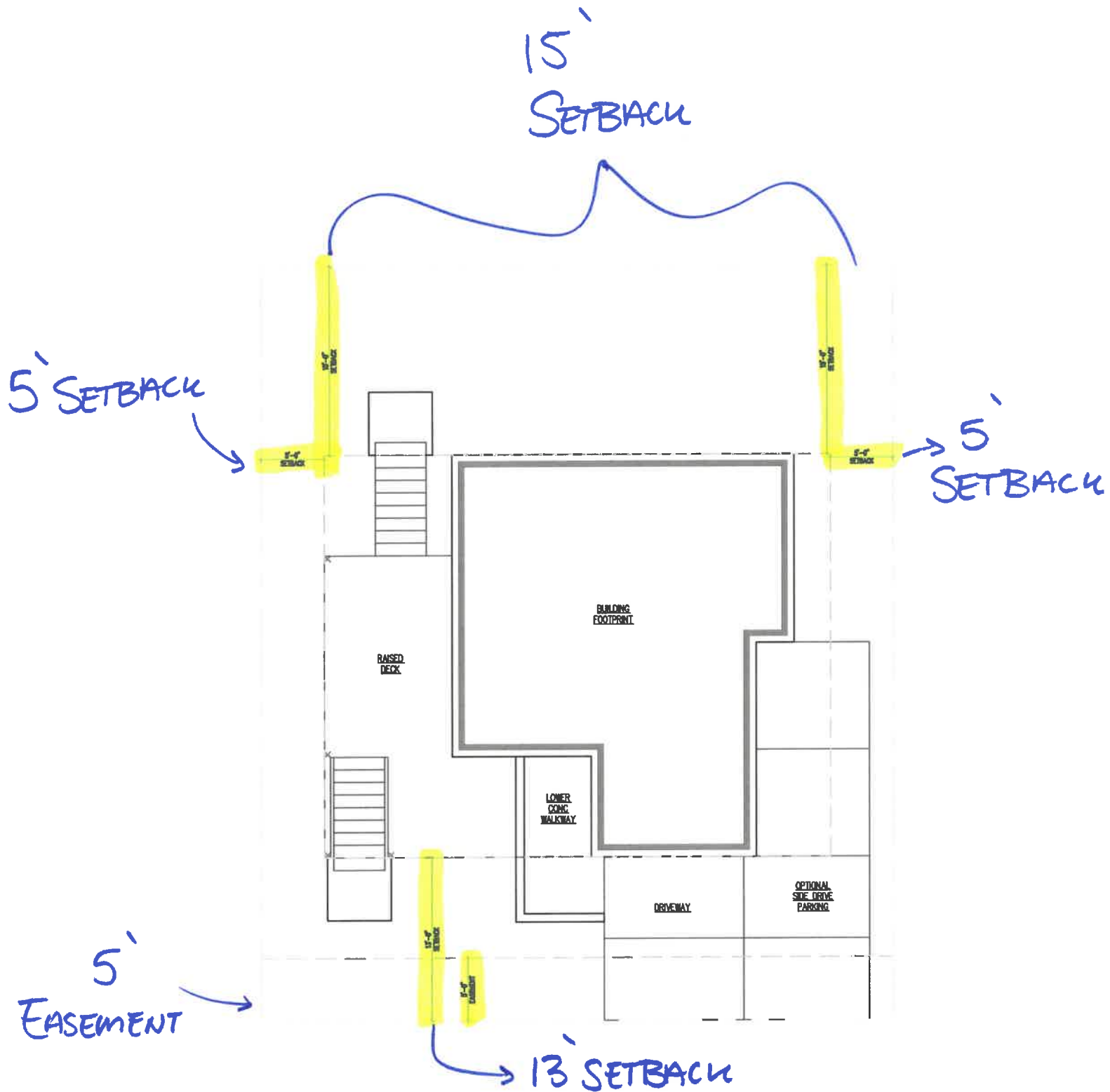
Hedge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

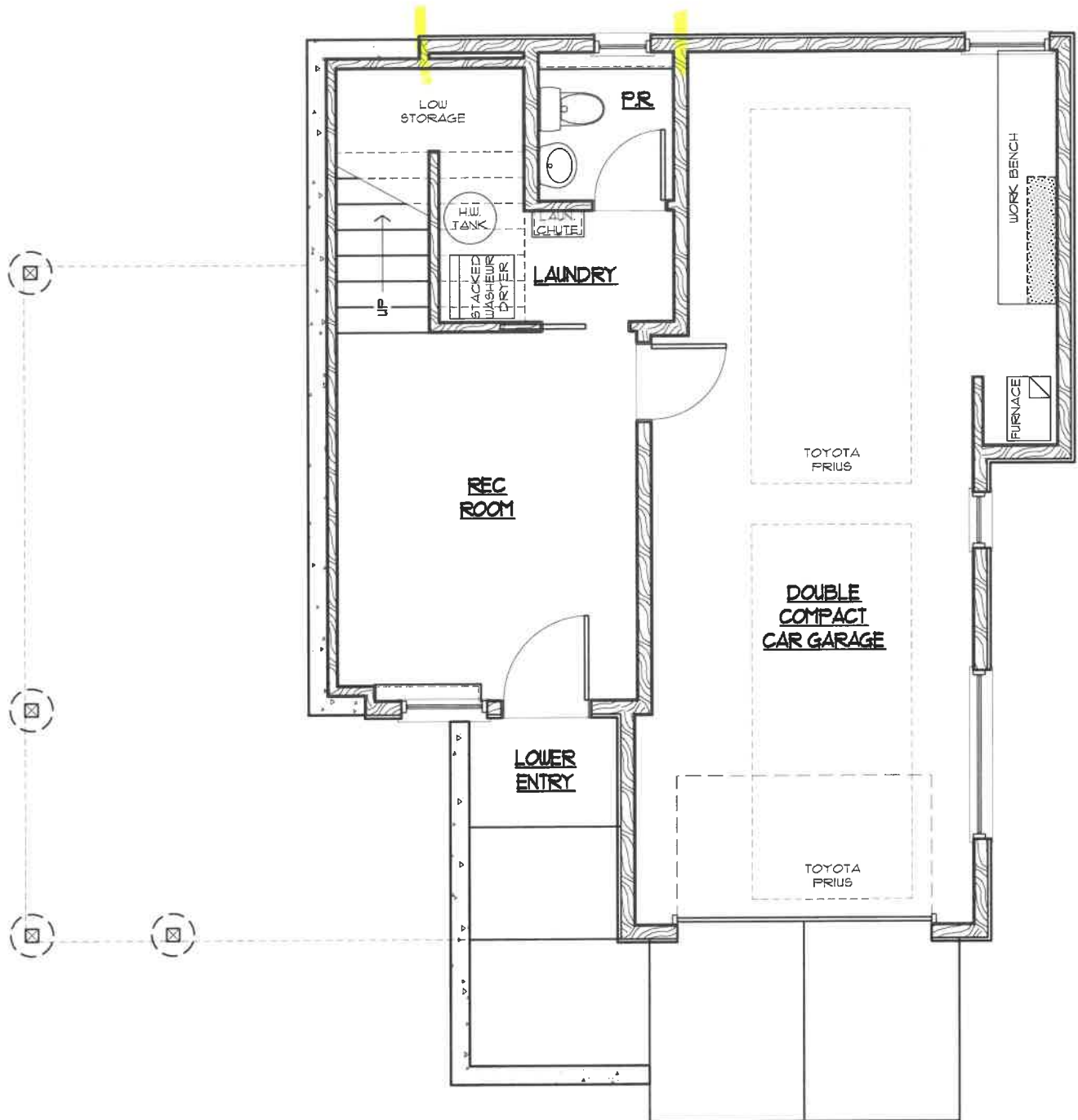


WILDROSE COURT
LANDSCAPE PLAN
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
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Designed by:	SB
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File Name:	LANDSCAPE (PUD SP)dwg
Tab:	LANDSCAPE - DETAILS
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L1





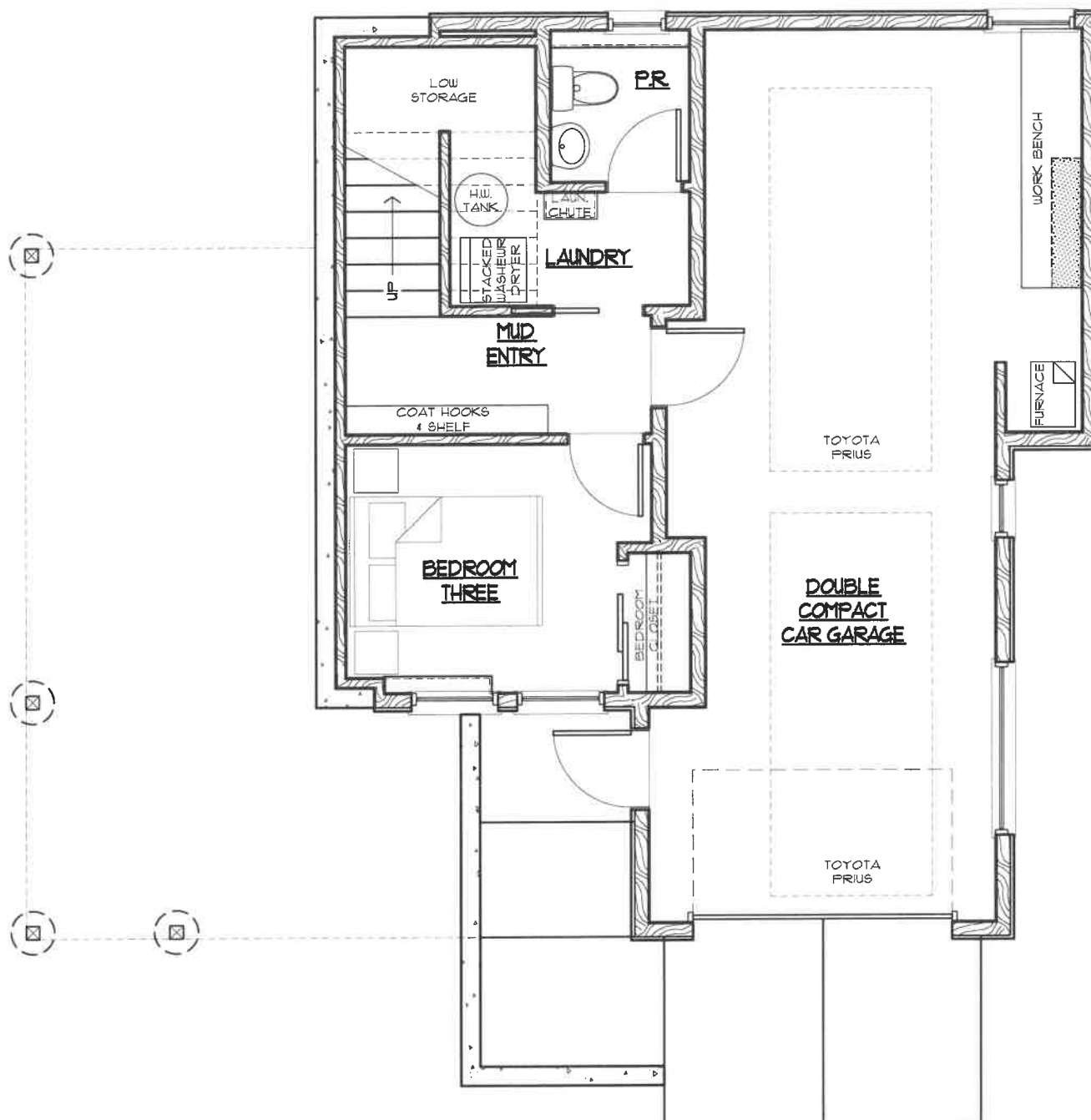
Wildrose Cottage

Lower Level - Option A

SCALE: 3/16" = 1'-0"

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Gross Area ~ 248 SF

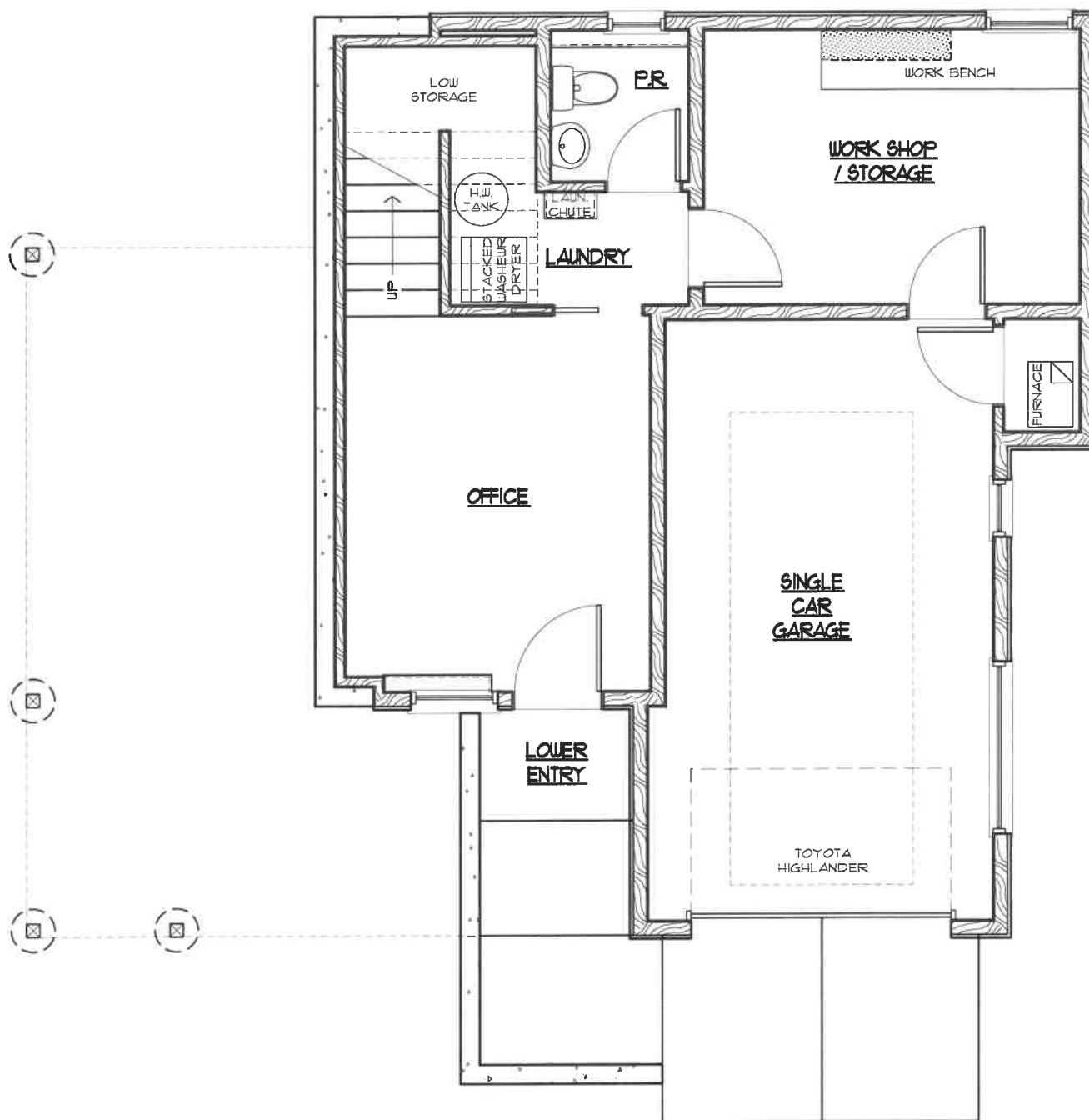


Wildrose Cottage Lower Level - Option B

SCALE: 3/16" = 1'-0"

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Gross Area ~ 256 SF

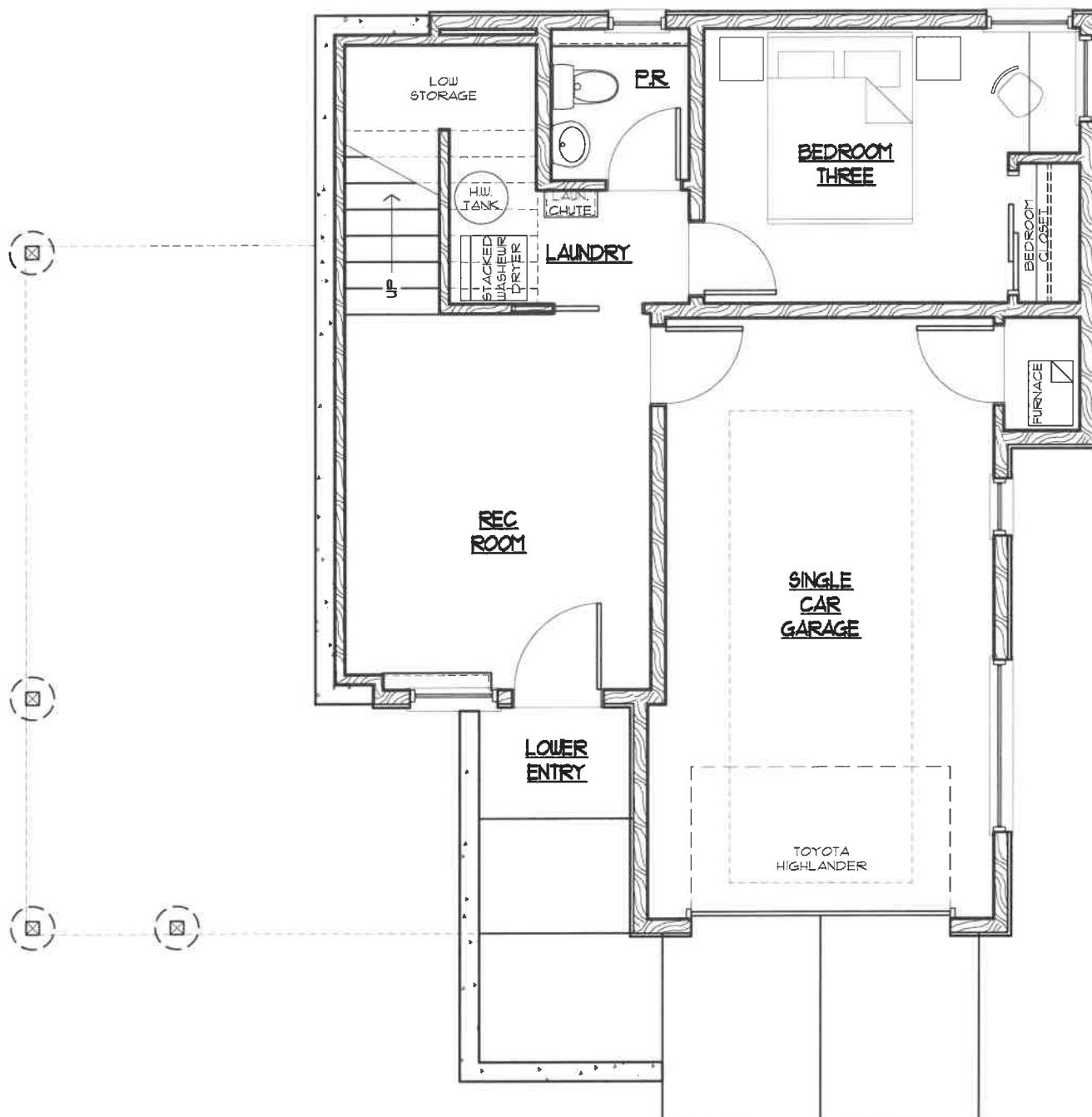


Wildrose Cottage Lower Level - Option C

SCALE: 3/16" = 1'-0"

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Gross Area - 392 SF

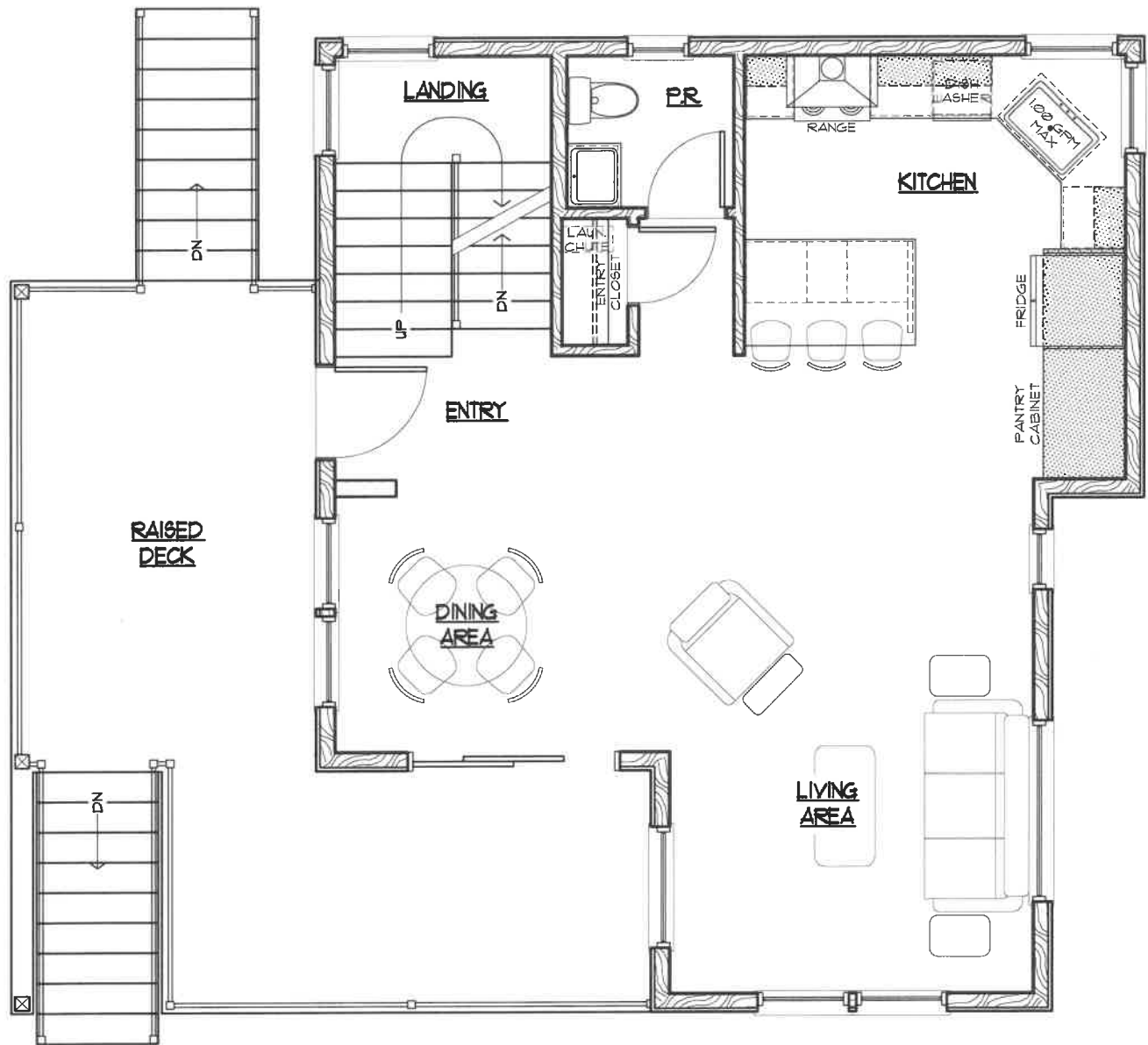


Wildrose Cottage Lower Level - Option D

SCALE: 3/16" = 1'-0"

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Gross Area - 392 SF



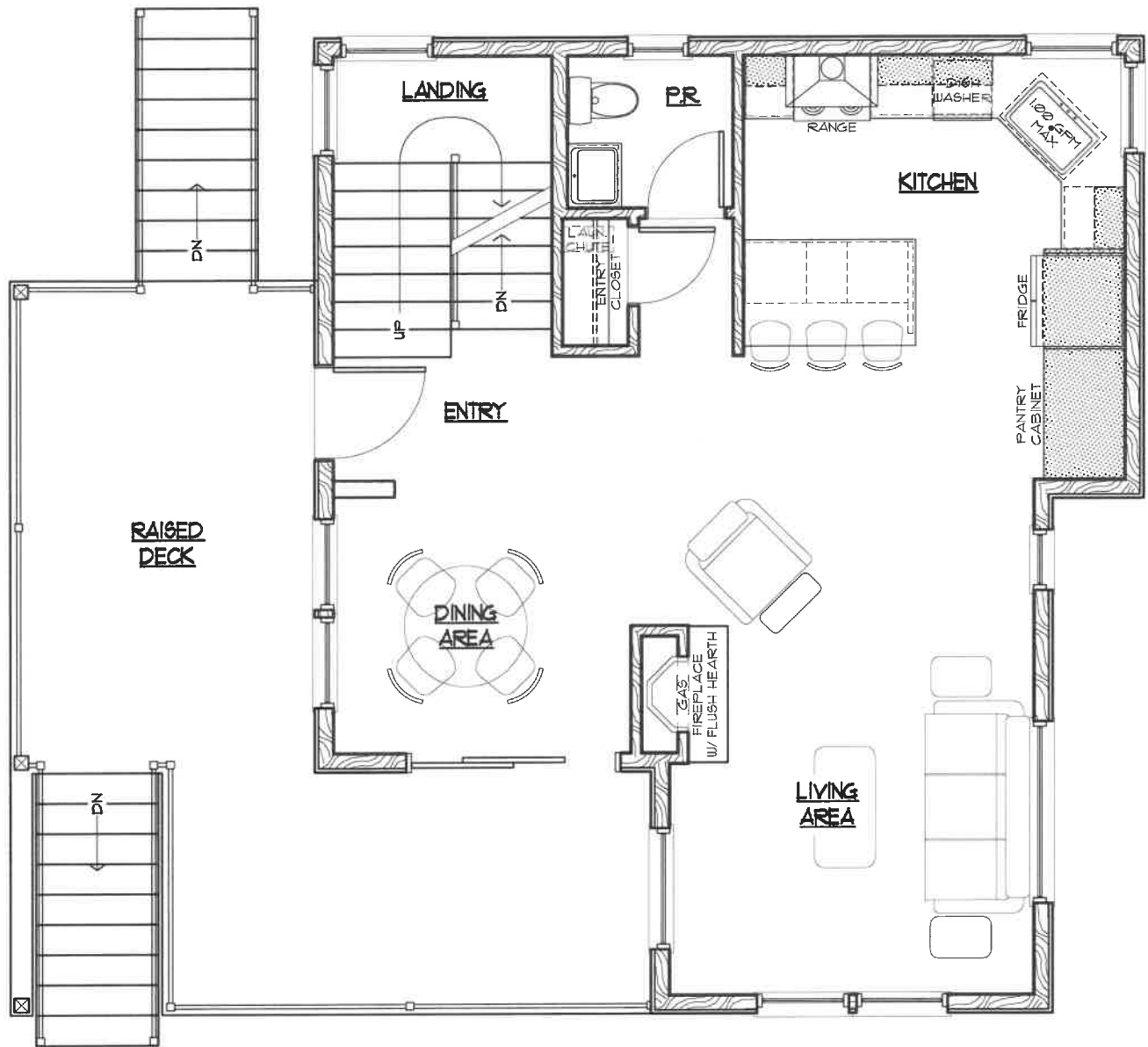
Wildrose Cottage

Main Level - Option A

SCALE: 3/16" = 1'-0"

Gross Area ~ 725 SF

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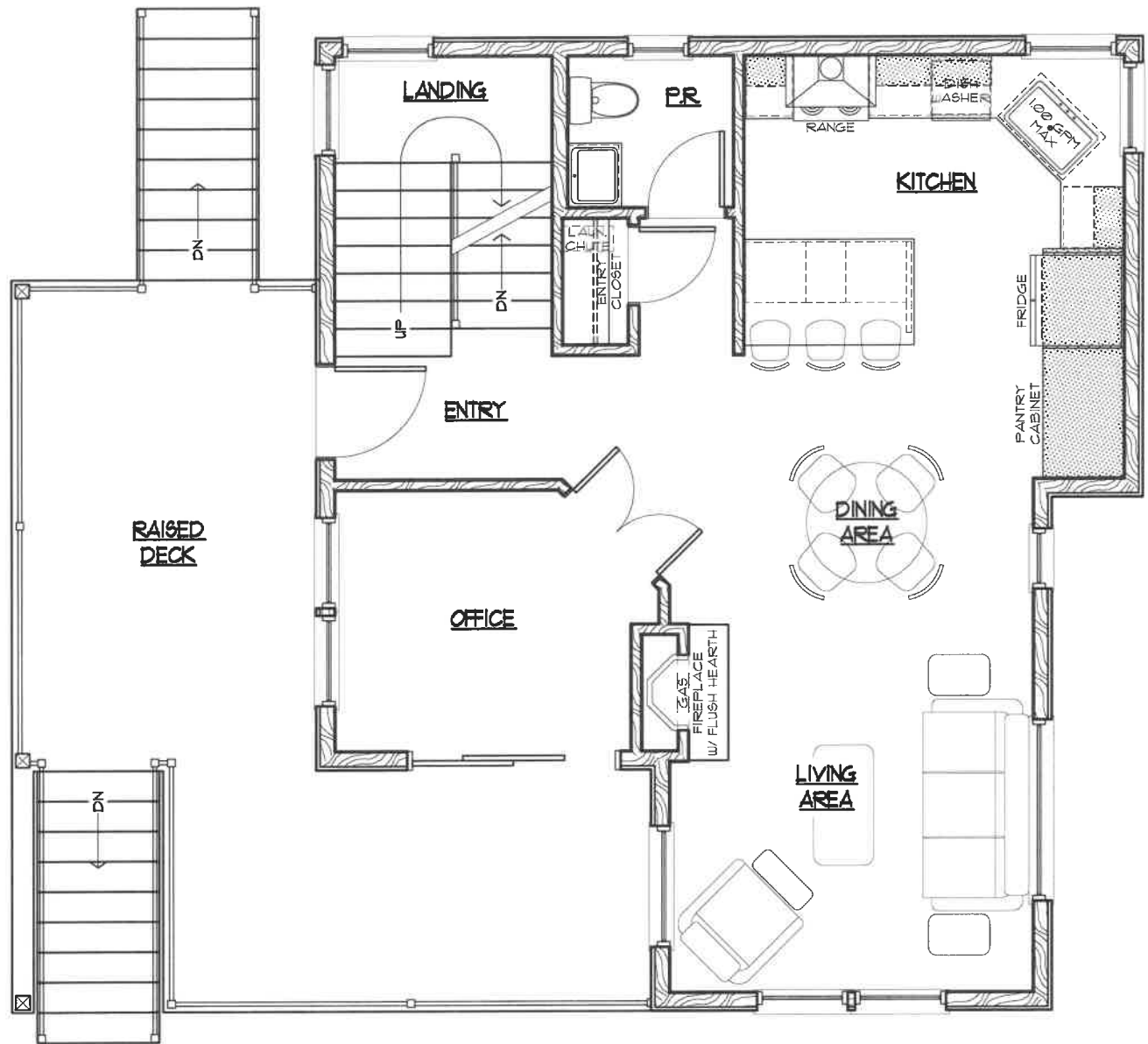
Wildrose Cottage

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



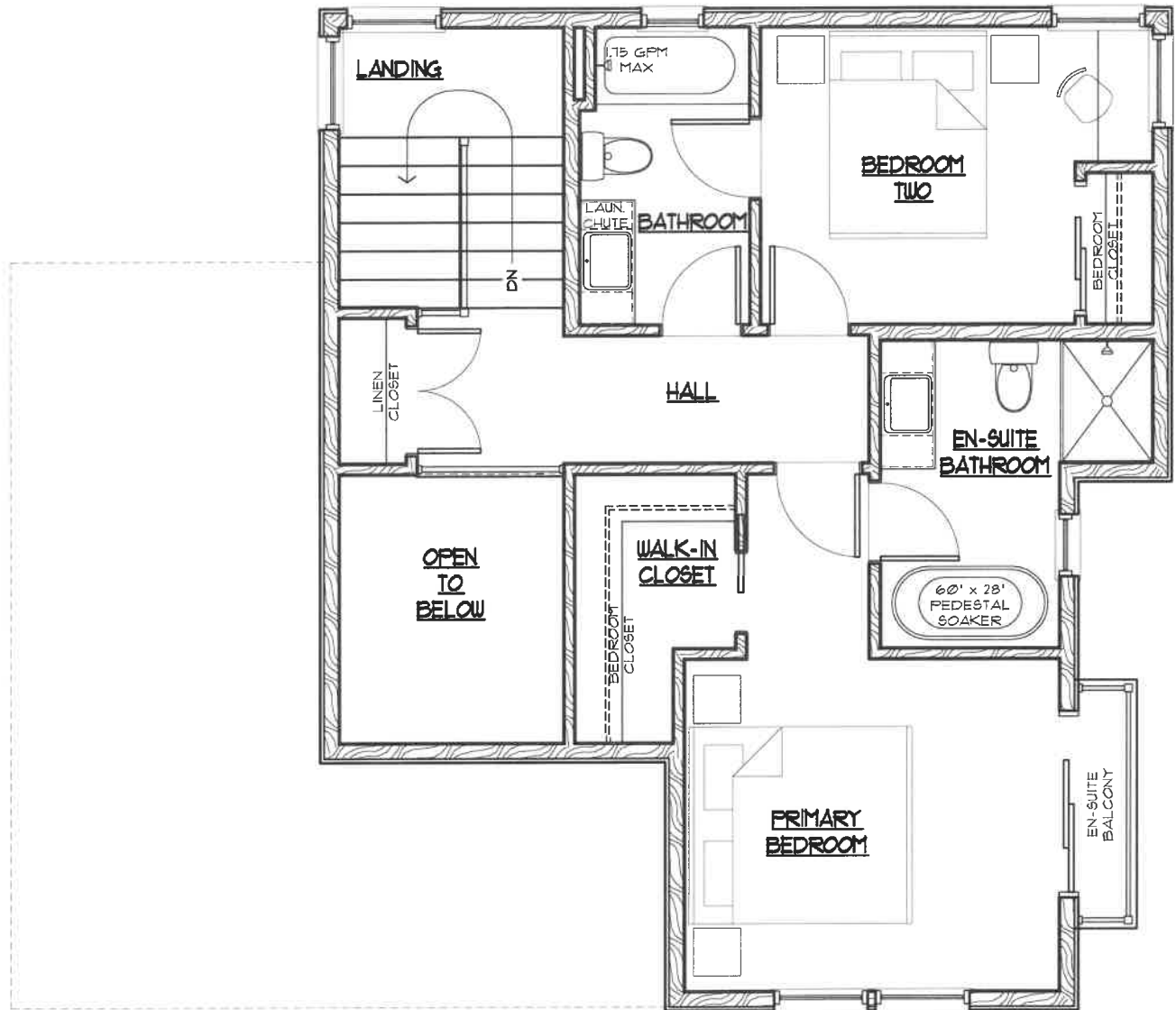
Wildrose Cottage

Upper Level - Option A

SCALE: 3/16" = 1'-0"

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Gross Area ~ 550 SF



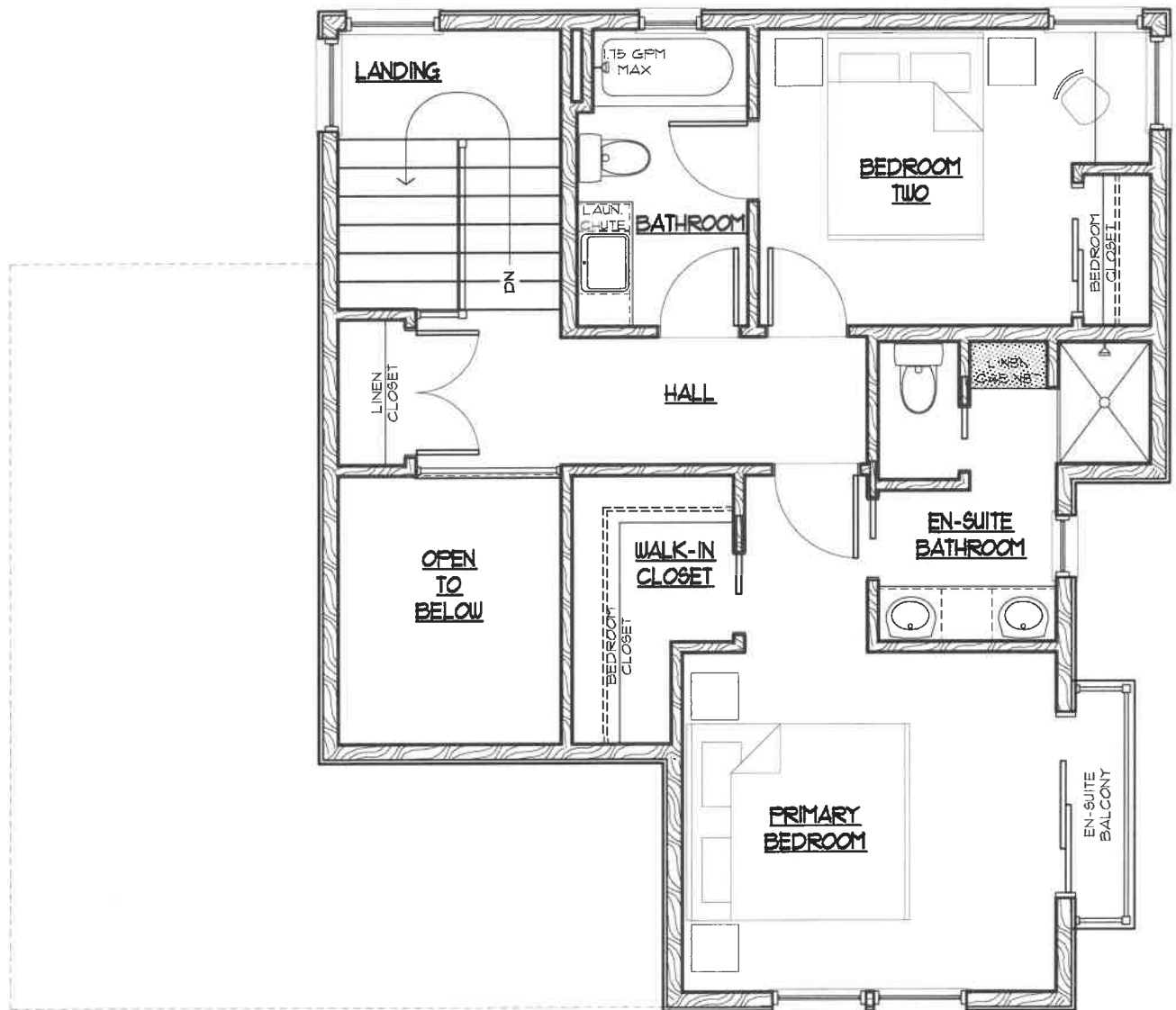
Wildrose Cottage

Upper Level - Option B

SCALE: 3/16" = 1'-0"

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Gross Area ~ 582 SF



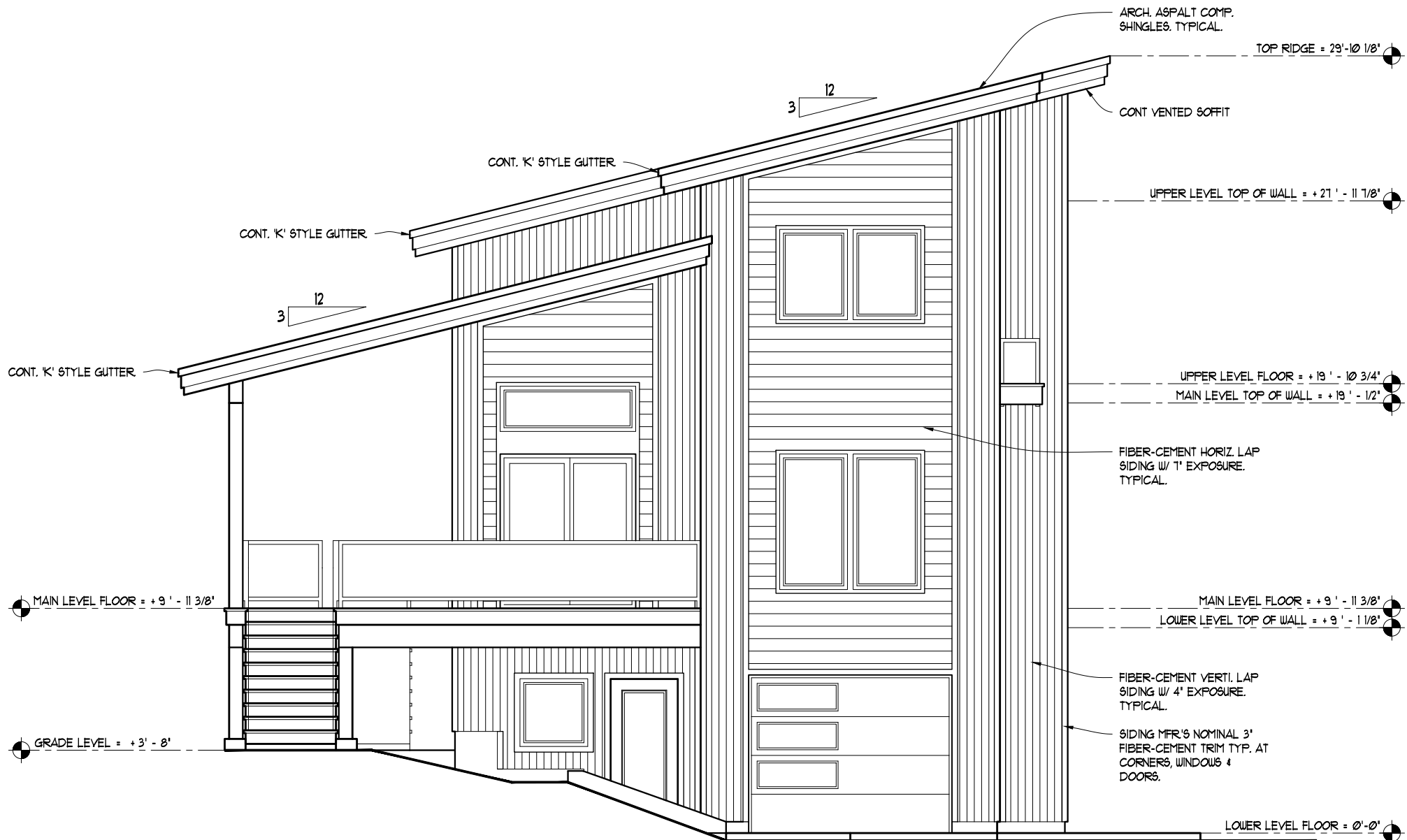
Wildrose Cottage

Upper Level - Option C

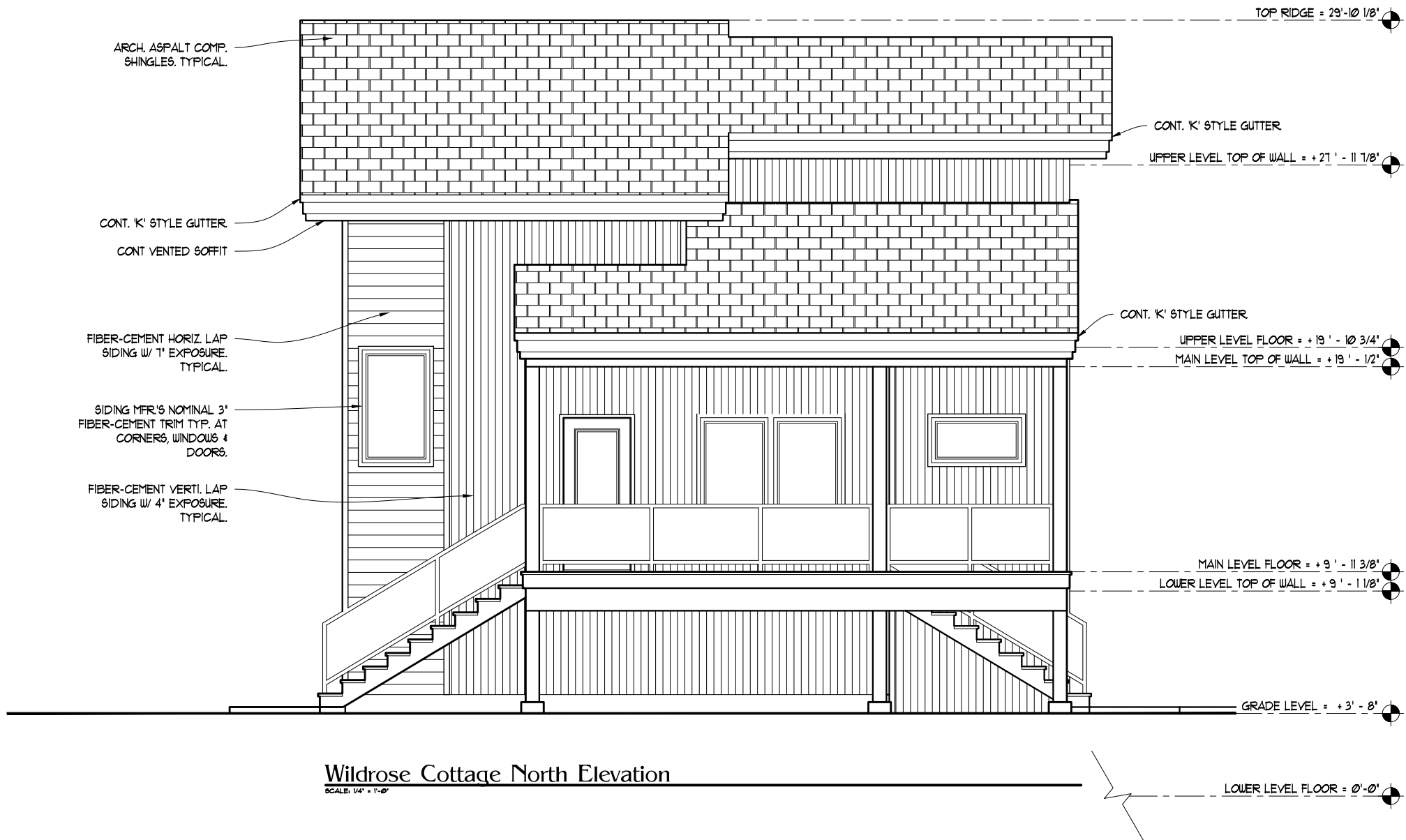
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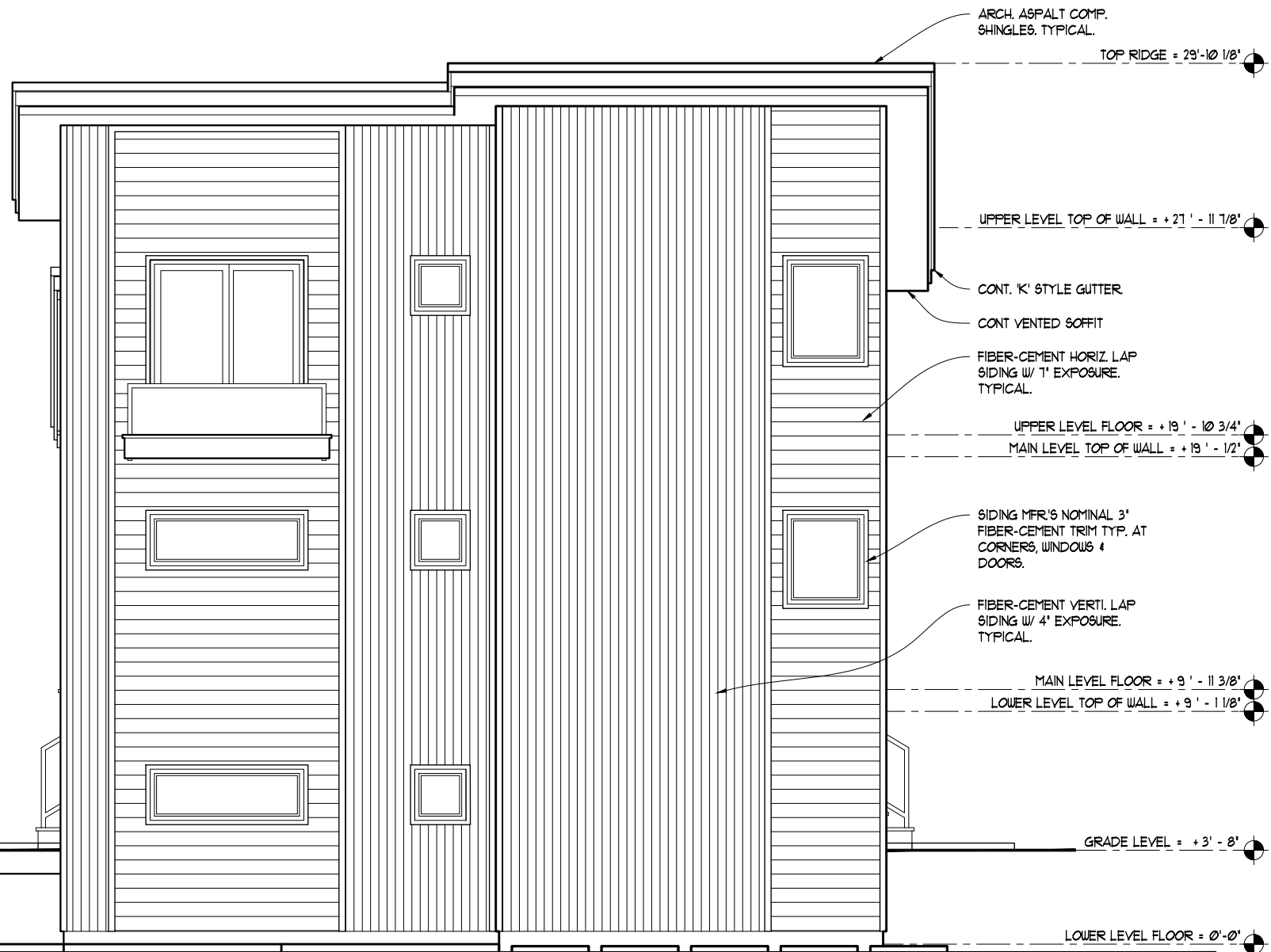
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Gross Area ~ 582 SF



Wildrose Cottage West Elevation





Wildrose Cottage South Elevation

SCALE: 1/4" = 1'-0"

















AGREEMENT FOR SEWAGE COLLECTION, CONVEYANCE, AND DISPOSAL
SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND
SOUTHEAST MOSCOW WATER AND SEWER DISTRICT

THIS AGREEMENT FOR SEWAGE COLLECTION, CONVEYANCE AND DISPOSAL SERVICES is made and entered into this 28 day of September, 2016, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Southeast Moscow Water and Sewer District (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT owns a domestic wastewater sewage collection and conveyance system that serves the area within DISTRICT's service area; and

WHEREAS, DISTRICT has contracted with CITY since October 15, 1980 for sewage conveyance and disposal services with connections to CITY facilities to provide adequate conveyance and proper treatment of DISTRICT sewage; and

WHEREAS, DISTRICT desires to contract with CITY for sewerage conveyance and disposal services with connections to CITY facilities to provide adequate conveyance and proper treatment of DISTRICT sewage; and

WHEREAS, CITY desires to contract with DISTRICT for conveyance of sewage collected within City limits and outside DISTRICT service area through DISTRICT facilities;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

I. CITY AGREES:

1. To permit DISTRICT to continue connection to CITY sewer facilities, providing adequate and proper sewage conveyance and treatment service to DISTRICT. All connections shall be made in accordance with sound engineering practices and in a manner designated by CITY.
2. To maintain, operate and keep in good repair DISTRICT's sewer collection and conveyance mains, laterals, force mains and pumping stations as necessary to service DISTRICT. Property owners within DISTRICT shall remain responsible for maintenance and repair of service lines from the lateral or main to the individual property owner's premises.
3. The cost of said service shall be provided through the sewer service charge. Maintenance, operation, and repair, as the terms are used in this section in respect to DISTRICT, shall not include cases of major breaks in DISTRICT's sewer pipelines or damage to DISTRICT's pumping facilities occasioned by unusual conditions, major failures, or natural disasters, including earthquakes or floods, resulting in a loss costing more than fifty percent (50%) of

CITY's annual revenue collected from within DISTRICT's service area. In such cases, the cost of repairing such major breaks or damage beyond the fifty percent (50%) of CITY's annual revenue, shall be the full responsibility of DISTRICT.

4. To collect from each DISTRICT sewer user within DISTRICT's service area, the sewer service charges as more specifically provided for hereinbelow. CITY further agrees to collect any additional connection fees or sewer service fees charged by DISTRICT for DISTRICT's purposes and shall turn over such funds monthly to DISTRICT. CITY shall have first priority on any funds collected to meet the sewer service charges of CITY. CITY shall make all reasonable efforts to bill delinquent accounts. On January 1 and July 1 of each year, CITY shall certify to DISTRICT all delinquent accounts older than three (3) months. DISTRICT to use all statutory power granted to DISTRICT to collect said delinquent accounts for payment owed to CITY, which amount collected shall be paid by DISTRICT to CITY.
5. To process applications and to issue permits for all connections to DISTRICT's sewer system. CITY shall provide DISTRICT with copies of said applications within fifteen (15) days of receipt of same, and CITY shall provide DISTRICT with copies of said permits within fifteen (15) days of issuance of same. CITY shall provide inspection for all such connections and, for this service, each individual applicant shall pay CITY the same inspection fee as is charged customers within CITY limits, plus five dollars (\$5). All service 'taps' shall be made by CITY and each individual applicant shall pay CITY the same 'tap' fee as is charged customers within CITY limits, plus five dollars (\$5). These added fees shall not be charged to DISTRICT's patrons who are within CITY limits.
6. To manage through its Administrative Authority, the rules and regulations adopted by DISTRICT. The Administrative Authority of CITY shall enforce compliance with said rules and regulations to the extent allowed by law. CITY shall notify DISTRICT of all violations for which compliance cannot be legally obtained and DISTRICT shall take all necessary steps provided for by State law to diligently enforce any adopted rules and regulations.
7. CITY will hold DISTRICT and its officers harmless from any and all claims that may arise as a result of CITY's sole negligence in operation of the system.

II. DISTRICT AGREES:

1. To comply with all Federal and State regulations, relating to sewer systems, applicable to CITY and DISTRICT.
2. To take all necessary steps to adopt, keep current and enforce a resolution and standards concerning the collection and disposal of sewage within DISTRICT's service area. Such resolution and standards shall be in substantially the same form as the applicable ordinance and standards of CITY as amended from time to time by the City Council, which said Resolution and standards are herewith attached, marked as Exhibits 1 and 2 respectively, and by this reference made a part of this Agreement. Such resolution and standards must receive City Council approval prior to implementation by DISTRICT.

3. To delegate by proper order, authority to CITY and its employees to perform the duties required by this Agreement.
4. To require all residents and property owners within DISTRICT's service area to connect their houses and other structures requiring sewage disposal to DISTRICT's adjacent sewers within ninety (90) days after the resident or property owner receives notice from DISTRICT to connect, as per Idaho Code.
5. To impose sewer service charges by resolution on property within DISTRICT's service area served by or available to be served by, sewer lines owned by DISTRICT in an amount sufficient to cover CITY's sewer service charges in accordance with the most current fee schedule as adopted by the City Council. CITY's fee structure applied to CITY residents shall apply to DISTRICT patrons, with the exception of additional monthly surcharge. DISTRICT shall take all available legal steps to collect and enforce the sewer service fees charged by DISTRICT which CITY has not been able to collect. Such delinquent sewer service charges shall be turned over by DISTRICT to CITY provided CITY has not already been paid by DISTRICT for said delinquent sewer service charges. The sewer service charges imposed by DISTRICT's resolution shall state that new sewer hookups shall be charged the current sewer service fees to property ninety (90) days after the owner thereof is given notice of an available sewer, or when actual connection occurs, whichever occurs first.
6. To maintain and, when requested by CITY, to provide copies of all easements rights-of-way and permits required for DISTRICT's sewer system, along with assurances that the system is located within the easement or right-of-way areas.
7. To construct all new DISTRICT lines and facilities at gradients, in such sizes and locations, and of such capacity as to substantially meet standards set by CITY. Individual service connections along existing public rights-of-way shall be served by extensions of public sewer lines constructed in compliance with CITY standards, where required by CITY. In such instances, the public sewer will be required to be extended at the expense of the individual requesting connection to public sewer. Public sewer lines provided by a developer shall become property of DISTRICT. DISTRICT will require dedication to DISTRICT of the new sewer lines constructed by the developer and shall require dedication of public easements to DISTRICT for sewer mains not located within public rights-of-way. CITY, within thirty (30) days of issuance, shall provide notice to DISTRICT of all hookup permits approved for construction of new public sewer lines within DISTRICT.
8. To provide to CITY certification by DISTRICT's engineer that additions or modifications to the system are tested to CITY's standards; laid to line and grade within prescribed tolerances; and bedded and backfilled in accordance with the adopted specifications. DISTRICT's standards shall be same as CITY's standards. It is understood that CITY reserves the right of final approval on any additions, connections, or modifications to the system prior to the connection of any new user to the system, which said approval will not be unreasonably withheld.
9. That for and in consideration of CITY supplying DISTRICT the above-referenced services, DISTRICT hereby expresses its intent, through its Board of Directors, not to oppose

annexation of any portion of DISTRICT by CITY when CITY desires annexation. The DISTRICT's Board does not purport to bind individual property owners within the DISTRICT to agree to annexation or to oppose annexation because the Board lacks statutory power to do so.

10. To maintain and, when requested by CITY, provide certification from the North Latah County Highway District that the Highway District approves the installation, operation and maintenance of existing and new public sewer lines in the public rights-of-way. Restrictions to the use of the rights-of-way are given in a 'Cooperative Agreement' between the North Latah County Highway District and DISTRICT, attached hereto as Exhibit 3.
11. To turn over to CITY, upon annexation of DISTRICT, the entire sewer system, together with any improvements, operating property, rights-of-way and easements, located within the annexed area. CITY will not owe any compensation to DISTRICT for said transfer.
12. To transfer its right and interest in any guarantees, warranties, real or implied, associated with the contracts, subcontracts, material, equipment and other related items associated with DISTRICT's system, to CITY at the point in time that CITY accepts the system after annexation or upon dissolution of DISTRICT.
13. That CITY reserves the right to modify any and all of DISTRICT's equipment and/or system where CITY finds said modification is necessary, without cost to DISTRICT and without approval of DISTRICT.

III. THE PARTIES AGREE:

1. That the basic monthly sewer service charge by CITY to DISTRICT's customers shall be uniform within each classification of users (residential, commercial, or industrial) for all users located within DISTRICT's service area. This rate shall be the same as the monthly charges for residential, commercial, or industrial users inside the City limits of CITY and said monthly sewer service charges shall be retained by CITY for provision of sewage conveyance and disposal services. In addition to the monthly sewer service charges, all users located within DISTRICT's service area shall be charged a surcharge of three dollars (\$3) per month. Two dollars (\$2) per month of the surcharge shall be retained by CITY for administrative services to DISTRICT consisting of account billing and collection, and accounting. The remaining one dollar (\$1) of the surcharge shall be conveyed to DISTRICT for the cost of administrative services not provided by CITY. For those properties that are located both within DISTRICT's service area and City limits, said surcharge of three dollars (\$3) shall be reduced to one dollar (\$1) with said surcharge conveyed to DISTRICT.
2. DISTRICT's connection fee shall be the same as CITY's General Facilities Charge (GFC) with seventy percent (70%) allocated to DISTRICT's reserve fund and thirty percent (30%) to CITY's sewer capital fund.
3. For any connection in an area beyond DISTRICT's service area, which results in flow through DISTRICT's boundaries that will receive service from DISTRICT's facilities, both CITY's GFC and seventy percent (70%) of DISTRICT's connection fee shall apply. In such

cases, CITY shall retain the entire CITY GFC and the DISTRICT shall receive the seventy percent (70%) of DISTRICT's connection fee for the respective capital and reserve funds.

4. That CITY has the authority to review and approve the construction plans and specifications for any alterations or expansion of the system. All sewers constructed within DISTRICT's boundaries shall conform to CITY standards for sewer line construction. Any additional cost for alterations or expansion required by CITY that increases system capacities in order to provide service to areas that are outside DISTRICT's boundaries and within CITY limits, shall be borne by CITY as provided in Section IV. of this Agreement.
5. Applications for expansion of DISTRICT's system within DISTRICT's boundaries and for changes in DISTRICT's boundaries must receive approval by the City Council and DISTRICT Board. To initiate an expansion of DISTRICT's system or boundaries, DISTRICT's Board of Directors shall submit such request in writing to the City of Moscow Mayor and City Council defining the system additions or modifications, revised boundaries, information on potential added sewer loads, and the reasons for the expansion. All such boundary modifications shall be in accordance with applicable Idaho Code, including any future amendments or changes to Idaho Code.
6. That the design, construction and inspection of all facilities and improvements within DISTRICT shall be in accordance with plans approved by the Idaho State Department of Environmental Quality and the parties hereto.
7. That upon the request of either party hereto, to negotiate with each other relative to amendments to this Agreement, provided that any such amendments shall be in writing and approved by both the City Council and DISTRICT, except as otherwise provided herein.
8. That the terms of this Agreement shall be reviewed at least every ten (10) years by CITY and DISTRICT. Any proposed changes must be approved by the City Council and DISTRICT's Board of Directors. This Agreement shall be in effect from the date of approval of DISTRICT and City Council to March 1, 2026. This Agreement may be renewed for one (1) additional ten (10) year term if approved by both City Council and DISTRICT's Board.

IV. NON-DISTRICT FLOW CONVEYANCE:

1. In recognition of the likelihood of annexation by CITY of lands outside DISTRICT's boundaries and the anticipated need to convey sewage from the annexed areas through DISTRICT's facilities, this Agreement authorizes CITY to pass sewage through DISTRICT's facilities as specified herein.
2. Pursuant to this Agreement, DISTRICT shall allow discharge of sewage collected by CITY from areas outside DISTRICT's boundaries into DISTRICT's facilities, and shall transmit such sewage through DISTRICT's facilities to the downstream CITY collection system. CITY shall be responsible for the delivery of the sewage from the areas outside DISTRICT's boundaries to DISTRICT's facilities.

3. CITY shall have no duty or obligation to construct, upgrade or replace sewer facilities in CITY's service area that exist on the effective date of this Agreement, and DISTRICT shall accept such sewer facilities "as is" for delivery and transmission of sewage from areas outside DISTRICT's boundaries. After the effective date of this Agreement, any new sewer facilities that deliver or transmit sewage from areas outside DISTRICT's boundaries to DISTRICT shall be constructed consistent with CITY's approved Comprehensive Sanitary Sewer System Plan and adopted construction standards. CITY's sewer facilities outside DISTRICT's boundaries, and CITY's connection to DISTRICT's facilities, shall remain under the ownership and operation of CITY, separate and apart from DISTRICT.
4. DISTRICT shall accept sewage from CITY's facilities outside DISTRICT's boundaries until DISTRICT, in consultation with CITY, can demonstrate that there is insufficient capacity in DISTRICT's sewer system to accept additional sewage. After determining that there is such insufficient capacity, DISTRICT shall notify CITY in writing of DISTRICT's intention to restrict acceptance of, or to stop accepting, additional sewage from CITY twelve (12) months after the effective date of such notice. DISTRICT shall be under no obligation to construct any new or additional sewage facilities and DISTRICT shall not be required to accept additional sewage flows that will exceed the design capacity of the system.
5. Except as provided herein, should any portion of DISTRICT's sewer system become surcharged (i.e., sewage level rises above the crown [top] of the sewer pipe), due to combined flows from CITY and DISTRICT exceeding DISTRICT's capacity, CITY shall immediately take action to reduce flows to a level where the surcharging no longer exists. Any additional connections will only be allowed if and when CITY facilitates improvements to CITY's or DISTRICT's system to allow such connections without surcharging the DISTRICT's system. If either party has knowledge of surcharge conditions present, both parties will communicate and authorize temporary ceasing of issuance of additional permits for connections, which would contribute flow to DISTRICT's system, until said conditions are alleviated or remedied. CITY shall monitor altered system to confirm surcharge conditions have ceased.
6. DISTRICT shall provide for conveyance of CITY's sewage flows through future DISTRICT constructed capacity upgrades of DISTRICT's conveyance facilities. DISTRICT and CITY hereby agree to jointly fund design and construction and to design and construct conveyance capacity upgrades of DISTRICT's conveyance facilities to the downstream CITY system on a proportional cost sharing basis as defined herein.
7. When it becomes necessary for DISTRICT to construct conveyance system capacity upgrades for the benefit of DISTRICT's patrons, CITY shall participate in funding DISTRICT's capital costs of design and construction of those new conveyance upgrades based on the ratio of the designed peak conveyance capacity reserved for CITY flows to the total designed peak conveyance capacity of the new conveyance upgrades. CITY may unilaterally determine to increase the peak conveyance capacity reserved for CITY flows on the condition that CITY provide additional capital cost funding to comply with the funding ratio requirement. For purposes of this Agreement, for any future conveyance capacity upgrades to DISTRICT's sewer system where CITY participated in the capital cost and reserves a proportional share of design flow capacity in said upgrades, DISTRICT shall

remain as owner and operator and shall provide for the operation and maintenance of those systems until such time as DISTRICT's sewer system is conveyed to CITY.

8. CITY shall pay DISTRICT for all new connections to CITY's system that contribute flow to DISTRICT's facilities at the time of connection to CITY's system. The payments shall be a one-time charge of seventy percent (70%) of adopted DISTRICT Connection Fees in effect at the time of the connection to CITY's system. Acceptance of such payment shall be considered approval by DISTRICT of use of DISTRICT facilities by the new connections with no further compensation to DISTRICT required.
9. CITY shall report to DISTRICT, within sixty (60) days of actual hook-up, all new sewer connections to CITY sewer system that will result in flow through DISTRICT's facilities. The report shall include the ownership, property address, and billing address for the property served. CITY shall consult with DISTRICT regarding applications which have potential to substantially increase flows to DISTRICT's system.
10. All CITY facilities as described herein shall be constructed, operated and maintained by CITY. Where CITY utilizes any DISTRICT facilities, CITY shall be responsible for any damage to DISTRICT's facilities resulting from CITY's use, or use by its customers. Repairs to DISTRICT's facilities made necessary by such damage shall be performed as jointly determined by CITY and DISTRICT through review of repair and/or replacement options appropriate for the specific component of the facilities. The cost for such repairs, as jointly agreed upon by CITY and DISTRICT, will be billed to CITY. DISTRICT shall not be liable for any claims by third parties arising from acts or damages by CITY or its customers in using DISTRICT's facilities pursuant to this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

DISTRICT:

Southeast Moscow Water and Sewer District

Lois Pritchett
Lois Pritchett, President

CITY:

City of Moscow, Idaho

Bill Lambert
Bill Lambert, Mayor

ATTEST:

Marge Nelson
Marge Nelson, Secretary

Laurie M. Hopkins
Laurie M. Hopkins, City Clerk



**COOPERATIVE AGREEMENT BETWEEN NORTH LATAH COUNTY HIGHWAY DISTRICT AND
SOUTHEAST MOSCOW WATER AND SEWER DISTRICT
RELATING TO THE PROVISION OF SEWER SERVICES**

This Cooperative Agreement Relating to the Provision of Sewer Services ("Agreement") is entered into as of this 28 day of October, 2019 ("Effective Date"), by and between the North Latah County Highway District, a body politic and corporate of the state of Idaho ("NLCHD") and the Southeast Moscow Water and Sewer District, a governmental subdivision and body corporate of the state of Idaho ("SMWSD").

RECITALS:

A. NLCHD, organized as provided by law, is a body politic and corporate of the state of Idaho and, as such has the powers specified in Idaho Code section 40-1301 et seq. and in other Idaho statutes, which power lies in its commissioners or by agents or officers acting under their authority or authority of law.

B. NLCHD has exclusive general supervisory authority over all public highways, public streets and public rights-of-way under their jurisdiction and, acting through its commissioners, has power to manage and conduct the business and affairs of NLCHD.

C. SMWSD, organized as provided by law, is a governmental subdivision of the state of Idaho and a body corporate with all powers of a public or quasi-municipal corporation and, as such, has the powers specified in Idaho Code section 42-3201 et seq. and in other Idaho statutes, which power lies in its directors.

D. SMWSD has power and authority, as provided by law, to construct and maintain works and establish and maintain facilities, including along any public highway, to enter into contracts and agreements, cooperative and otherwise, affecting the affairs of the SMWSD for the purposes of providing for sewage disposal, to extend its sewer lines to an appropriate outlet.

E. It is the intent of the state of Idaho legislature, as expressed in Idaho Code section 40-210, that NLCHD and SMWSD, among other public highway agencies and utilities providing utility services to the public, engage in cooperative measures to provide economic utility facilities and services for residents of the state of Idaho.

F. NLCHD and SMWSD have been parties to that certain Right-of-Way Permit entered into on September 30, 1980 in regard to SMWSD's use of public highway and public rights-of-way under NLCHD's jurisdiction for the provision of sewer services to the public and now desire to enter into this Agreement to continue cooperative measures that provide the public served by SMWSD with economic sewer facilities and services.

WITNESSETH:

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by NLCHD and SMWSD, it is mutually agreed as follows:

I. NLCHD AGREES:

1. To permit SMWSD to operate, administer, construct, install, establish, maintain, repair, remove, abandon and/or relocate facilities, equipment, pipelines and other works and/or installations (individually or collectively, as determined by context, "Facilities") to provide for sewage collection and disposal within SMWSD's jurisdiction under, upon and over public highways and/or public rights-of-way within NLCHD's jurisdiction in compliance with any and all applicable requirements set forth in the latest published edition of the (i) Idaho Standards For Public Works Construction (ISPWC) Manual and/or NLCHD modifications to the ISPWC Manual, (ii) Highway Standards and Policies for the NLCHD (iii) any and all applicable City of Moscow, Idaho public works standards and/or policies and (iv) any and all other, applicable federal, state and/or local statutes, rules, law, ordinances and/or regulations related thereto.
2. To take all reasonable actions to perform those duties and/or responsibilities of the NLCHD required by law and/or this Agreement in the furtherance of the intent and purposes of this Agreement.

II. SMWSD AGREES:

1. To operate, administer, construct, install, establish, maintain, repair, remove, abandon and/or relocate Facilities to provide for sewage collection and disposal within SMWSD's jurisdiction under, upon and/or over public highways and/or public rights-of-way within NLCHD's jurisdiction in compliance with any and all applicable requirements set forth in the latest published edition of the (i) Idaho Standards For Public Works Construction (ISPWC) Manual and/or NLCHD modifications to the ISPWC Manual, (ii) Highway Standards and Policies for the NLCHD (iii) any and all applicable City of Moscow, Idaho public works standards and/or policies and (iv) any and all other, applicable federal, state and/or local statutes, rules, law, ordinances and/or regulations related thereto.
2. To notify NLCHD in writing in advance of and to obtain NLCHD's prior written approval for any construction, installation, repair, removal and/or relocation of any Facilities (the "Work") located or to be located under, upon and/or over public highways and/or public rights-of-way within NLCHD's jurisdiction. In the event of an emergency, SMWSD may undertake Work without first obtaining NLCHD's prior written approval; provided, that SMWSD notify NLCHD immediately or as soon as reasonably possible and obtain any required approval as soon as reasonably possible after cessation of the emergency. For purposes of this section, "emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore essential service or prevent imminent harm to persons or property.

3. To have an Idaho-licensed, professional engineer (i) prepare the plans and specifications for any Work considered public work under Chapter 12 of Title 54 of the Idaho Code and (ii) review construction of any such Work to ensure that applicable standards for any such Work are being used, met and, as applicable, tested prior to inspection and/or approval and acceptance by NLCHD. Work shall not be done without prior written approval of plans and specifications by NLCHD. With the exception the occurrence of an emergency, Work shall not be done without prior written approval of plans and specifications by NLCHD.

4. To maintain Facilities in a good, workmanlike, serviceable and safe condition, free from waste, so far as affected by SMWSD's operations, to the reasonable satisfaction of NLCHD, in a manner that NLCHD's improvements and/or other public or utility improvements located on public rights-of-way and public highways within NLCHD's jurisdiction shall not be damaged, impaired, or adversely affected, including, but not limited to, placing, maintaining, keeping and/or resetting manholes, manhole covers and any other Facilities located within the travelled surface of the roadway, in a manner and at a grade that, to the reasonable satisfaction of NLCHD, does not constitute a hindrance, obstacle or impediment to public travel.

5. To conduct all Work in an expedient manner with minimum interference or interruption of traffic on any public highways and public rights-of-way within NLCHD's jurisdiction and to take, at SMWSD's sole cost and expense, such measures as necessary or as directed by NLCHD to ensure the safety of those using any such public highways or public rights-of-way during periods of construction and/or maintenance.

6. At SMWSD's sole cost and expense, to remove any surplus material and clean up any work site and repair, restore and/or replace to NLCHD's then existing highway standards and subject to NLCHD's prior approval thereof, any damage to public highways and/or public rights-of-way and/or improvements thereon within NLCHD's jurisdiction caused and/or occasioned by SMWSD's Work and/or negligence and/or failure to abide by any term and/or provision of this Agreement. Notwithstanding the above, at NLCHD's sole election, NLCHD shall have the option to repair, restore and/or replace any such damage road surfaces, facilities or improvements at the expense of SMWSD and SMWSD shall reimburse NLCHD therefor upon written notice by NLCHD.

7. To expressly assume full responsibility for proper maintenance of the Facilities and full and strict liability for any and all damages of every nature to persons or property caused by SMWSD's operations, maintenance and/or Work in connection with SMWSD's rights and duties under this Agreement.

8. To release, defend (with counsel reasonably satisfactory to NLCHD), indemnify and hold harmless NLCHD and its commissioners, officers, employees, contractors and agents, their successors and assigns from and against all claims, causes of action, proceedings, losses, damages, liability, cost and expense, when arising or resulting from performance by SMWSD of operations, activities, maintenance and/or Work and/or lack of any of the foregoing, under,

upon and/or over public highways and/or public rights-of-way within NLCHD's jurisdiction or SMWSD's material breach of any provision of this Agreement. This indemnity shall survive termination of this Agreement. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

9. To comply, at SMWSD's expense, with all applicable laws, regulations, rules and orders with respect to the use of public highways and/or public rights-of-way within NLCHD's jurisdiction, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality and to furnish satisfactory evidence of such compliance upon request of NLCHD. Before beginning any Work under this Agreement, SMWSD shall also obtain, at SMWSD's expense, any and all permits, licenses and approvals required for construction and operation of the Work and shall provide NLCHD with copies of such approvals.

III. NLCHD AND SMWSD AGREE:

10. This Agreement is made subject and subordinate to the prior and continuing rights set forth in Title 40 of the Idaho Code for the public to use public highways and/or public rights-of-way within NLCHD's jurisdiction and for NLCHD to exercise, discharge and/or perform rights and duties under law. NLCHD reserves all rights to construct, reconstruct and maintain and for the public to use any and all existing and future improvements and appurtenances to public highways and public rights-of-way within NLCHD's jurisdiction and, in the event that any public highways and/or public rights-of-way within NLCHD's jurisdiction is/are constructed and/or reconstructed in the future so as to require the relocation of SMWSD's Facilities, SMWSD shall assume and pay all costs incident to relocation of any such Facilities. This Agreement is also subject to all rights granted to others under Idaho law to construct, reconstruct, maintain and operate certain facilities, including but not limited to, oil and gas pipelines, electrical power systems, fiber optic and other telecommunication systems under, upon and over public highways and/or public rights-of-way within NLCHD's jurisdiction.

11. Any dispute arising between NLCHD and SMWSD regarding Work and/or maintenance of Facilities or repair and/or restoration of NLCHD's improvements and/or regarding any other construction related matter under this Agreement shall be resolved by an Idaho-licensed, professional engineer appointed by NLCHD and such professional engineer's decision in regard to any such matter shall be promptly complied with, as applicable, by SMWSD and/or NLCHD.

12. That the terms of this Agreement shall be reviewed at least every ten (10) years by NLCHD and SMWSD and that any proposed changes must be approved by NLCHD's Board of Commissioners and SMWSD's Board of Directors. This Agreement shall be in effect until December 31, 2044 or upon an earlier annexation or dissolution event by which either party's jurisdiction and/or authority in connection with this Agreement becomes null and void.

13. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery, to the appropriate address indicated below.

North Latah County Highway District
1132 East White Avenue
Moscow, Idaho 83843

with copy to: Landeck|Forseth|Luna
Attorneys at Law
PO Box 9344
Moscow, Idaho 83843

Southeast Moscow Water and Sewer District
3304 Schaper Road
Moscow, ID 83843

with copy to: Lake City Law Group, PLLC
Attorneys at Law
435 W. Hanley Ave., Ste. 101
Coeur d'Alene, Idaho 83815

14. **Attorney Fees.** If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in any such proceeding shall be awarded, in addition to all court costs, a reasonable sum for attorney fees.

15. The rights and obligations of the parties under this Agreement shall be interpreted in accordance with the laws of the state of Idaho.

16. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be approved in writing by both parties.

(Signatures on next page)

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North Latah County Highway District
1132 East White Avenue
Moscow, Idaho 83843

with copy to: Landeck|Forseth|Luna
Attorneys at Law
PO Box 9344
Moscow, Idaho 83843

Southeast Moscow Water and Sewer District
3304 Schaper Road
Moscow, ID 83843

with copy to: Lake City Law Group, PLLC
Attorneys at Law
435 W. Hanley Ave., Ste. 101
Coeur d'Alene, Idaho 83815

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16. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be approved in writing by both parties.

(Signatures on next page)

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 6, 2024

7:00 PM

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

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

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

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

PLEDGE OF ALLEGIANCE

Council President Taruscio led the Pledge of Allegiance.

PROCLAMATION

Bike Month

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

Public Service Recognition Week

Mayor Bettge read the proclamation.

REGULAR AGENDA

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

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

2. Staff Recognition

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

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

3. Mayors Appointments (ACTION ITEM)

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Approve the Annexation Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Annexation Ordinance on first reading; or reject the Annexation Ordinance; or take other action as deemed appropriate.
2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use

Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or reject the proposed Comprehensive Plan Land Use Designation Resolution and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take other action as deemed appropriate.

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

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

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

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

Mayor Bettge asked for testimony in favor.

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

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

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

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

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

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

Mayor Bettge read Ordinance #2024-06 by title:

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

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

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

Mayor Bettge read Ordinance #2024-07 by title:

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

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

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

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

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

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

appropriate.

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

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

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

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

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

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

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

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

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

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

No general testimony was provided.

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

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

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

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

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

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

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

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

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

Taruscio moved to approve the Annexation Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Kelly seconded. Roll Call Vote: Ayes: Five (5). Nays: One (Blankenship). Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-08 by title:

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

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

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

Mayor Bettge read Ordinance 2024-09 by title:

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

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

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

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

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

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

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

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

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

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

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

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

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

Discussion ensued regarding the previous study, layout and concerns.

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

The Port of Lewiston recently received a grant to install fiber optic cables from Lewiston to the City of Moscow. The Ports focus is providing long-haul service for internet service providers and not end-user services. City staff were approached by the Port with a request to install fiber optic cables within the City's public rights-of-way. The Port has a franchise agreement with the City of Lewiston to allow the installation of fiber optics cables within Lewiston. Staff has prepared a franchise agreement with the Port of Lewiston to allow the proposed fiber optic cable installation within the City's public rights-of-way under certain terms and conditions. In exchange, the Port will pay the City 5% of the gross revenues they receive from leasing fiber to internet service providers. Additionally, Idaho Code requires that franchise agreements be authorized by Ordinance. Staff has prepared an ordinance for the Council's consideration.

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

Belknap introduced the item as written above adding the agreement is modeled off a City of Lewison agreement and has a term of 20 years. The primary focus is multiple pathways to major hub locations and will use rural paths away from the other fiber lines on Highway 95 so there is redundancy and prevents in the case of a dig or emergency, all fiber being down at the same time.

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

Mayor Bettge read Ordinance 2024-10 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; GRANTING A NON-EXCLUSIVE FRANCHISE TO THE PORT OF LEWISTON TO INSTALL, OPERATE AND MAINTAIN FIBER OPTIC LINES AND RELATED FACILITIES; PROVIDING FOR AND ESTABLISHING A FRANCHISE FEE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

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

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

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

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

Belknap introduced the item as written above.

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

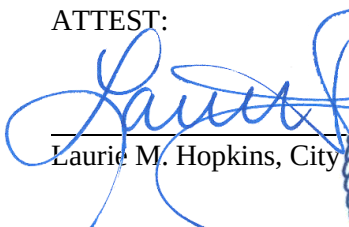
REPORTS

Due to the late hour, reports were postponed.

ADJOURN

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

ATTEST:



Laurie M. Hopkins, City Clerk





Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING 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, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 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. 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.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. 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.”

6. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
7. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
8. 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.
9. 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 CITY COUNCIL 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 City Council 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

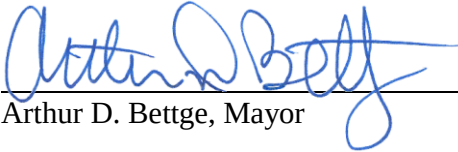
has direct access, via Moser Street and eventually Third Street, as well as sufficient and available public utility services to meet the needs of existing and future development.

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 City Council approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 6th day of May, 2024.



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR 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, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 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. 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.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.

5. 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.”
6. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
7. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

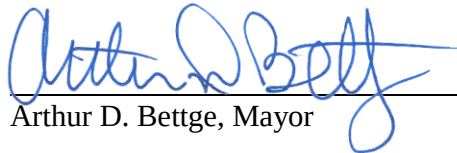
II. RELEVANT CRITERIA AND STANDARDS

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 City Council of the City of Moscow approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 6th day of May, 2024.



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A 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, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 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. 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.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. 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.”

6. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
7. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
8. 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.
9. 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.
10. 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.
11. 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.
12. All of the proposed lots are within the R-2 Zone and meet the minimum lot size and width requirements.
13. 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.
14. 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.
15. 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.

16. There is currently a corridor dedicated at the end of Moser Street which is intended to provide access to the Moser Park property. The Council finds that a pedestrian walkway shall be extended from Whitetail Lane south to Moser Street in order to provide a more direct pedestrian route to the park property, as well as a shorter distance to McDonald School. The Council also finds that a pedestrian walkway shall 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.
17. 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.
18. 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 ($40 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 3.74 \text{ M gallons/year}$).
19. 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.
20. 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.
21. 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.
22. 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.**
The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Moderate Density, 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.

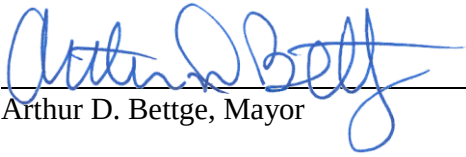
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The proposed lots sizes and densities 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 City Council of the City of Moscow approves 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 Whitetail Lane 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 CITY COUNCIL OF THE CITY OF MOSCOW this 6th day of May, 2024.



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING 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, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. 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.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. 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.”

6. 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.
7. 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.
8. 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).
9. 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.
10. 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.
11. 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.
12. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the City Council 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

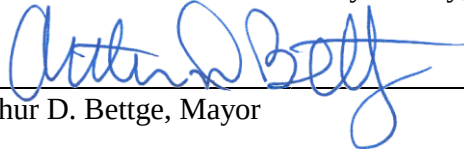
1. **The proposed Comprehensive Plan amendment is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed designation for the subject property of Auto-Urban Residential is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan and 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 City Council 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 City Council approves retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential for the 2.53-acre property with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 6th day of May, 2024.



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR 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, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. 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.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.

5. 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.”
6. 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.
7. 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.
8. 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).
9. 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.
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 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.
13. 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.
14. 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

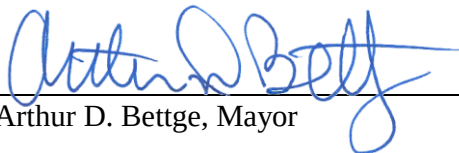
II. RELEVANT CRITERIA AND STANDARDS

- 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 City Council of the City of Moscow approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 6th day of May, 2024.



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A 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, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. 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.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. 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.”

6. 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.
7. 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.
8. 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).
9. 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.
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 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

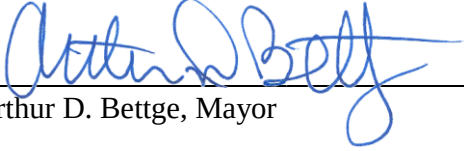
1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of Planned Unit Development chapter of the City Code. The proposed preliminary plat is also in conformance 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 City Council of the City of Moscow approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 6th day of May, 2024.



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A 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, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. 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.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. 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.”

6. 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.
7. 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.
8. 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).
9. 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.
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 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.
13. 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.
14. 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.
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 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.
18. 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 City Council has determined would warrant a 5% density bonus.
19. 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
20. Based upon the incorporation of the proposed sustainable development measures, the City Council has determined that a 12% density bonus is warranted.
21. 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 City Council has determined that a 5% density bonus is warranted.
22. 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 City Council'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 City Council's determination that a 5% density bonus is warranted.

23. 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 City Council'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 City Council's determination that the preservation of the existing site contours warrants a 5% density bonus.
24. The sum of the total density bonuses proposed totals 32%, which is the density bonus required to achieve 16 dwelling units on the property.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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 CITY COUNCIL 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 City Council 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

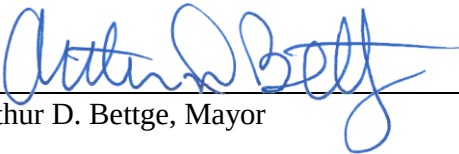
proposed PUD has been designed to minimize the amount of site disturbance and the single-family dwellings have been designed to be daylighted on one side in order to preserve the contours of the site. The subject property is accessed by a private street which allows for less of an impact to the existing property.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 6th day of May, 2024.



Arthur D. Bettge, Mayor

Handdelivered for May 6, 24 Council mtg ~~mtg~~ 2 May 2024

The City of Moscow Planning and
Zoning Commission

Re: Comprehensive Plan Land Use Designation,
Rezoning, PUD per Wildrose Court

Keep it simple. Currently the south eastern
city limit is a straight line. Do not complicate
the edge.

I, and neighbors on Lundquist Lane do not
appreciate the City of Moscow spreading into
our rural neighborhood. When we moved here
we could have chosen to live in the city of
Moscow; we did not. We chose to live outside the
city in a 'sparsely' populated, large lot region
because that is where we want to live.
Do not impose your city life-style onto us!

Sincerely,

Scott & Ruth Butler
and Ruth Butler

Scott & Ruth Butler
1275 Lundquist Lane
Moscow, ID

RECEIVED

MAY 2 2024

CITY OF MOSCOW
CITY CLERK

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

Public Hearing: SOMO 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 applicant, 2-GM, LLC, is proposing a Comprehensive Plan land use designation, zoning designation, and a preliminary subdivision plat for a 51.53-acre property proposed to be annexed into the City of Moscow and generally located south of the South Fork of the Palouse River and East of Highway 95 within the City of Moscow. The current Comprehensive Plan Land Use Designation is a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural and the proposal is the Auto-Urban Commercial designation. The zoning of the subject property is currently a combination of the Motor Business (MB) and Agriculture Forestry (AF) Zone and the proposal is the Motor Business (MB) Zone. The proposed preliminary plat is a 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as SOMO 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 May 24, 2023, and recommended approval with two 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 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 SOMO Addition with two (2) 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, 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 preliminary plat for SOMO Addition with two (2) 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. Council Packet
4. P&Z Minutes and RCS
5. Ordinance 2024 - SOMO Annexation
6. Resolution 2024 - SOMO Comp Plan
7. Ordinance 2024 - SOMO Rezone

COMMUNITY PLANNING AND DESIGN DEPARTMENT STAFF REPORT

HEARING DATE: October 7, 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 51.53-Acre Property Proposed to be Annexed into the City of Moscow and Generally Located South of the South Fork of the Palouse River and East of Highway 95. Permit Applications LUP2022-0025 and LUP2022-0026.

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 applicant, 2-GM, LLC, is proposing a Comprehensive Plan land use designation, zoning designation, and a preliminary subdivision plat for a 51.53-acre property proposed to be annexed into the City of Moscow and generally located south of the South Fork of the Palouse River and East of Highway 95 within the City of Moscow. The current Comprehensive Plan Land Use Designation is a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural and the proposal is the Auto-Urban Commercial designation. The zoning of the subject property is currently a combination of the Motor Business (MB) and Agriculture Forestry (AF) Zone and the proposal is the Motor Business (MB) Zone. The proposed preliminary plat is a 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as SOMO Subdivision.

Site and Area Land Use: The subject property is a 51.53-acre area that contains a property currently used for agricultural production, a portion of Idaho Transportation Department's Highway 95 right-of-way, the southern half of the CHS Primeland property, a car detailing business, and a vacant property. The subject property is surrounded by primarily agricultural land to the north, east, and south. Uses to the west include Schweitzer Engineering Laboratories, Wasankari Construction, Germer Construction, CHS Primeland Cooperative, Dale's Boats, Mundy's Welding, and also various residential uses. The South

Fork of the Palouse River currently flows through the property directly to the north of the subject property.



Vicinity Map



Aerial of Subject Property

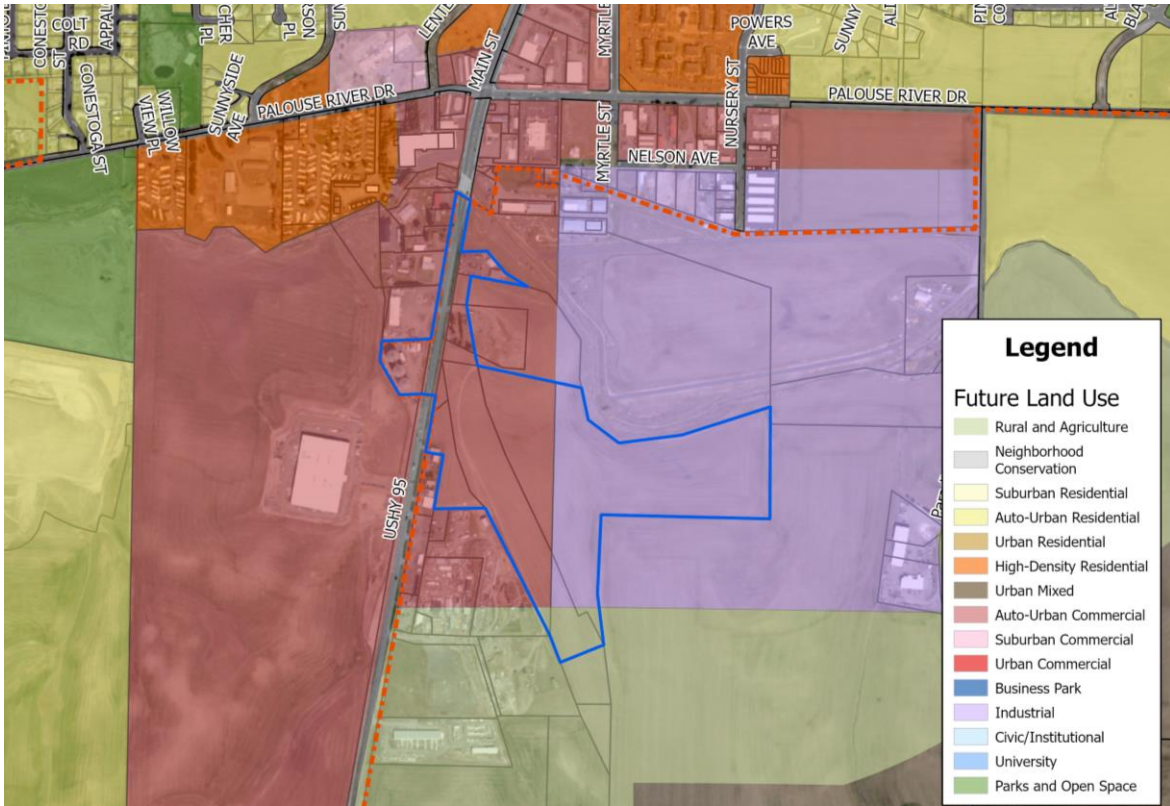
The applicant originally had proposed to annex the 29.46-acre property delineated in purple on the map below. As a result of the annexation request and the location of the current City Limits boundary, the annexation area needed to be expanded (properties proposed to be annexed must be contiguous to the City Limits). The adjacent Highway 95 ITD right-of-way which reflects property purchased for the new Thorncreek Highway 95 alignment is shown in green below, and has also been added to the annexation. Property owners for two additional properties shown in red and yellow were previously planning on annexing, and have been included as part of the proposed annexation. Additionally, the southern half of CHS Primeland’s property would become a County “island” with the proposed annexation, so Staff has worked with Primeland to include their property shown in blue in the proposed annexation as well.



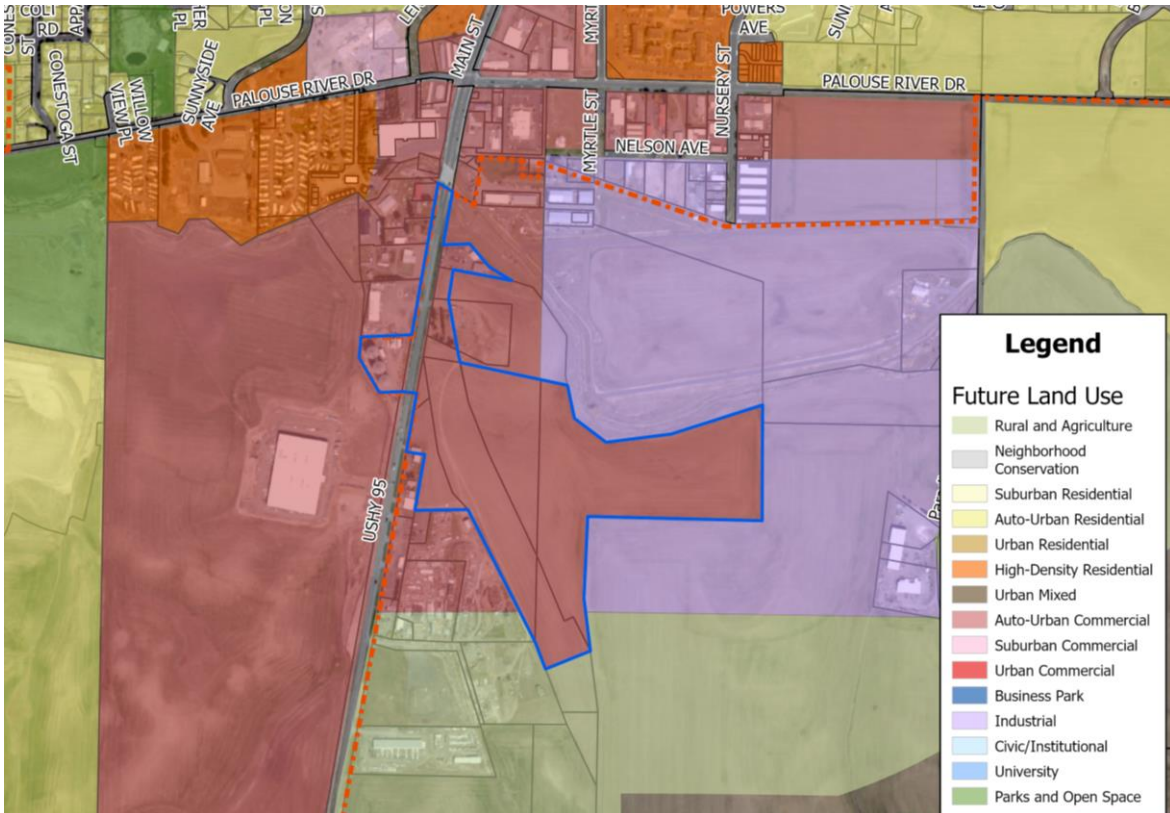
Individual Properties Included in the Annexation

Comprehensive Plan: Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural and the proposal is the Auto-Urban Commercial designation. According to the 2019 Comprehensive Plan, Auto-Urban Commercial designated areas are intended to,

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



Current Comprehensive Plan Land Use Designations



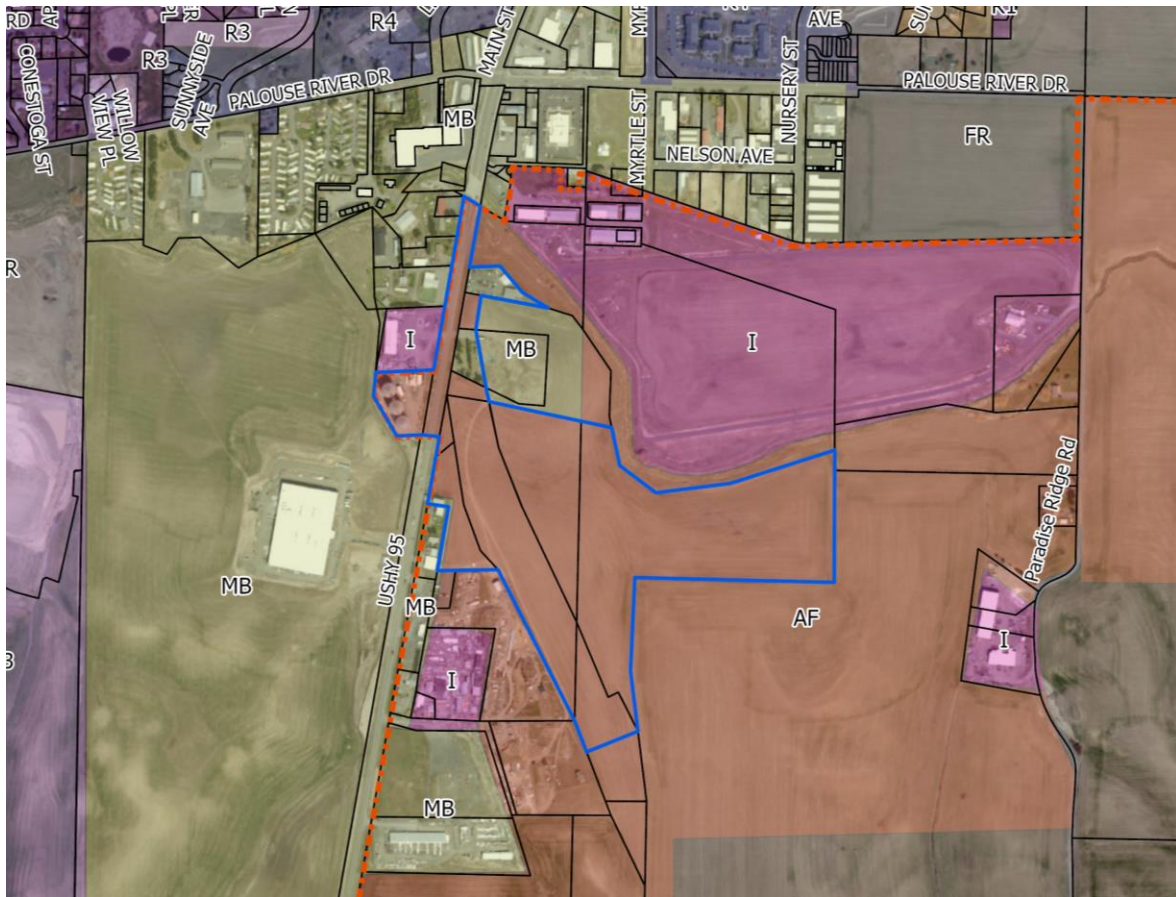
Proposed Comprehensive Plan Land Use Designation

Zoning: The subject property is currently zoned a combination of the Motor Business (MB) and Agriculture Forestry (AF) Zones. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones. The proposal is to rezone the 51.53-acre parcel from the combination of the Agriculture Forestry (AF) and Motor Business (MB) Zones to the Motor Business (MB) Zone.

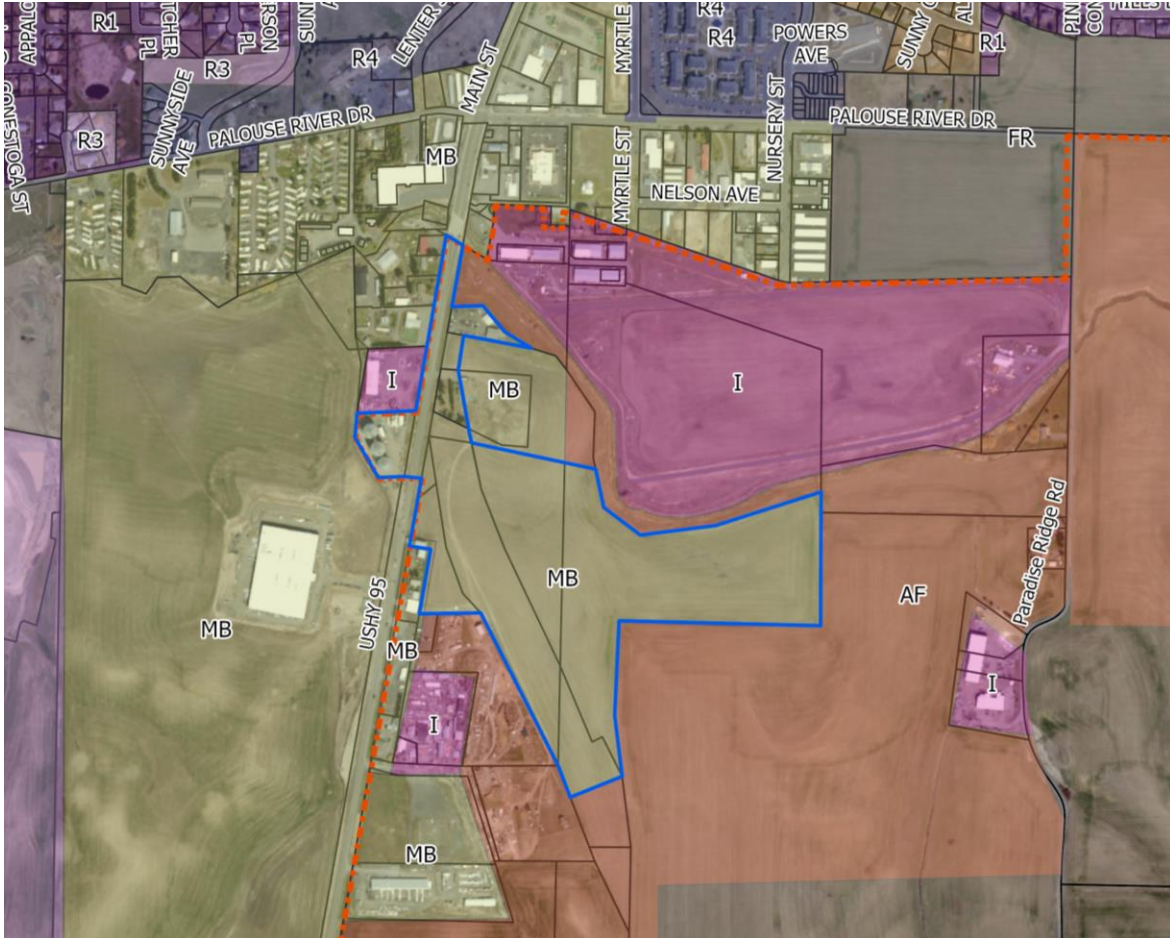
According to the City of Moscow Zoning Code, the MB Zone is,

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

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



Existing Zoning



Proposed Zoning

Preliminary Plat: The applicant is proposing to subdivide the 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as SOMO Subdivision. The subject property is proposed to be located within the Motor Business (MB) Zoning District which does not have minimum lot area or minimum lot width requirements. Consequently, all of the proposed lots within the subdivision meet MB Zone requirements.

There are two tracts in the northwest and northeast corners of the subject property that are proposed to contain stormwater detention facilities. A pedestrian pathway through Lot 3, Block 2, is intended to provide pedestrian connections to the vacant property to the south.

The subject property contains portions of the 100-year floodplain and floodway of the South Fork of the Palouse River. The SOMO subdivision is proposed to be graded such that there will be no encroachment into the floodway and there will be approximately four lots which will contain portions of the 100-year floodplain. However, the elevation of the proposed lots will be well above the base flood elevations of the 100-year floodplain.

Access, Streets, Traffic: The subdivision is proposing to gain access to Highway 95 at the future intersection of new/old Highway 95. The eastern segment of the four-way intersection is proposed to be extended with a collector street referred to as SOMO Drive,

through to the eastern property boundary. SOMO Drive will be constructed to the City's collector street standard which is a 34-foot paved width with two travel lanes, bike lanes on both sides, and no on-street parking. Curb, gutter, tree lawns, and sidewalks are also required on both sides of the street.

Utilities: Water mains will be extended throughout the subdivision from the existing mains near the future intersection of new/old Highway 95. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. The applicant will need to work with the City's Engineering Department to model the subdivision in order to determine whether the existing system has adequate potable and fire flows to serve future uses within the proposed subdivision.

Sanitary sewer is proposed to be extended throughout the subdivision within the alignment of SOMO Drive to its future intersection with Highway 95.

Storm sewer will be piped and directed to stormwater detention ponds located within the northwest and northeast corners of the proposed 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.

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 preliminary plat, the net developable area is 1,031,437 square feet (sf) or 23.68 acres. The proposed Motor Business Zoning District (MB) has a requirement of 9% of parkland dedication, which requires 92,829 sf or 2.13 acres in parkland dedication. The Parks and Recreation Commission considered staff's recommendation to accept a combination of 1.83 acres of parkland dedication in the floodway of the South Fork of the Palouse River for a future pathway and \$4,050.00 in parkland dedication in lieu fees to satisfy the remainder of the parkland dedication requirements (0.3 acres) for the South Moscow Business Park. The Parks and Recreation Commission considered staff's recommendation on January 26, 2023 and recommended approval of the combination of land and in lieu fees to satisfy the parkland dedication requirement for the South Moscow Business Park as described herein.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on August 1, 2022 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 May 18, 2023 memo from Todd Drage, Engineering Technician.

Parks and Recreation Department

The Parks and Recreation Department has provided parkland dedication requirements within an attached May 3, 2023 memo from David Schott, Parks and Facilities Manager.

Transportation Commission

The Transportation Commission reviewed the proposed subdivision at their meeting on September 8, 2022 and recommended approval with recommendations that pedestrian connections be provided to the north and south of the site, and a roadway connection to the east.

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 May 24, 2023, and recommended approval with two 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 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 SOMO Addition with the following two (2) conditions and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria:
 - 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.
 - b. The applicant shall gain access approval from the Idaho Transportation Department and complete any necessary mitigation for the connection of SOMO Drive to the highway system.

NOTICE OF PUBLIC HEARING

Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, and a Preliminary Subdivision Plat for a 51.53-Acre Property Proposed to be Annexed into the City of Moscow and Generally Located South of the South Fork of the Palouse River and East of Highway 95 as Shown on the Vicinity Map Below. Permit Applications LUP2022-0025 and LUP2022-0026.

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

1. Annexation of the 51.53-acre subject property.
2. Comprehensive Plan Land Use Designation amendment from a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural to the Auto-Urban Commercial designation.
3. Rezoning of the subject property from the combination of Motor Business (MB) and Agriculture Forestry (AF) Zone to the Motor Business (MB) Zone.
4. Proposed Preliminary Plat of a 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as SOMO Subdivision.

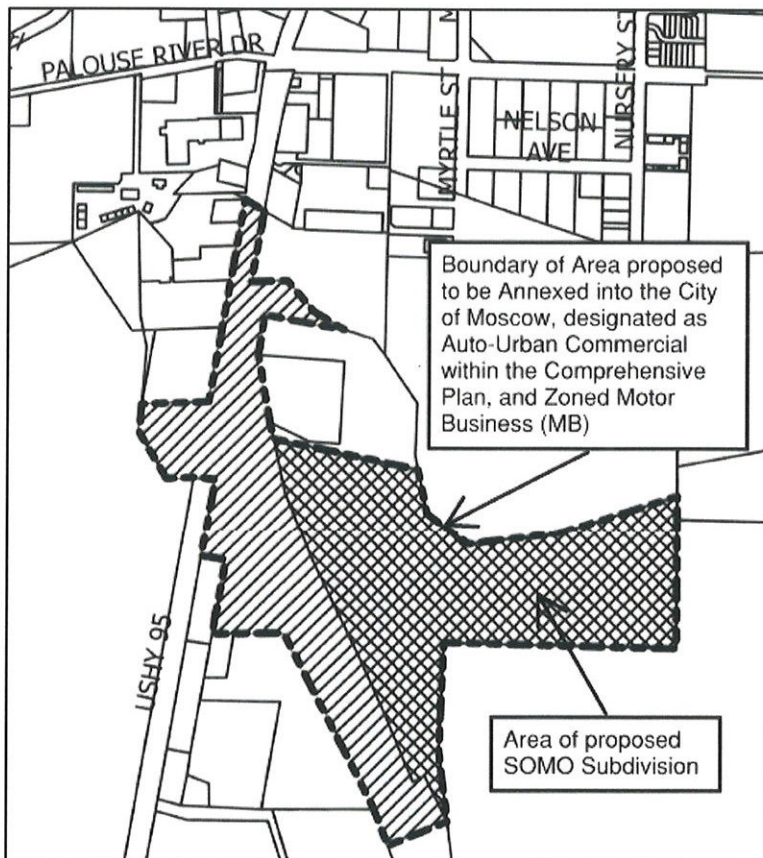
The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designation, Rezone, and Preliminary Plat on May 24, 2023 and recommended approval with two conditions.

MEETING DATE: Monday, October 7, 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.

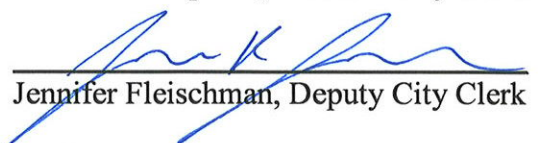
Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple



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, September 21, 2024

August 2, 2022

City of Moscow Mayor Art Bettge
Moscow City Council
221 East 2nd Street
Moscow, ID 83843

Dear City officials:

Please consider this letter of request for the annexation for our land just south of Moscow, Idaho.

We are requesting to annex 29.48 acres south of Moscow, Idaho to the City of Moscow.
Parcel # Map of land attached.

We are also requesting an initial zone of Motor Business, application attached.

We are submitting herewith a check to the City of Moscow Idaho in the sum of \$ \$2,910.00 as the fee to process the annexation and zoning request as well as the preliminary plat.

Respectfully submitted,



2-GM, LLC





**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph.: 208-883-7035
Fax: 208-883-7033
504 S. Washington Street
jfleischman@ci.moscow.id.us

For City Use Only

Date Received		8-2-22	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$1,000.00	8/5/22
Receipt Number		LUP2022-0025	

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION**1. Applicant**

Name: 2 - G M , L L C

Telephone: 509-872-3511

P.O. Box 421, Pullman WA 99163

(Home address)

Relationship to affected property (please check one):

Owner ☒ Purchaser ☐ Lessee ☐ Other ☐ (explain below)**2. Owner of Affected Property** (if other than applicant)

Name: _____ Telephone: _____

(Home address)

3. Location of Affected Property: approximately 29.46 acres east of new highway 95 South of Moscow _____Legal Description: _____
(Subdivision) (Block) (Lot)*If described by Metes and Bounds, please attach deed on a separate sheet.***INFORMATION ON REQUESTED REZONE****4. Proposal:** The applicant requests a rezone on the above-described property as follows:From: AF _____ to: Motor Business _____
(Current zoning) (Proposed zoning)**5. Reason:** Applicant requests a rezone for the following reason(s):

Establish the zone for this new annexation.

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.

Yes

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

Yes

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

The area is a mix of business and industrial uses. The land is contemplated to be platted as a multi lot business park

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.

None known

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.

Yes

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

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

All questions addressed on this application and the application itself 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 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:

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.

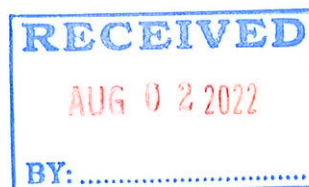
I understand this information is a public record and may be posted to a public website.


Applicant's Signature


Date


Property Owner's Signature


Date



RECORD OF SURVEY

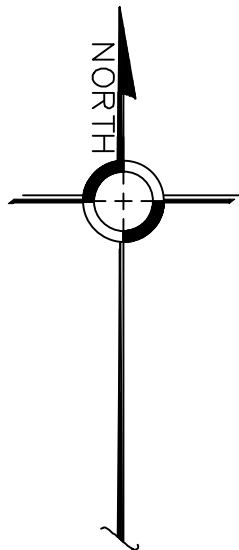
Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

LEGEND:

Found as noted.	Description	Set as noted.
	Section corner	
	1/4 section corner	
	Found ROW monument as noted	
	Found brass cap monument as noted	
	Rebar - found	
	Rebar - set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"	
	Calculated point. Nothing found or set this survey.	
(M)	Measured	
(C)	Calculated	
(R1)	Reference 1	
(M1)	Monument reference 1	
(L1)	Line reference 1	
WD	Warranty Deed	
QC	Quitclaim Deed	
PR	Personal Representative	
ITD	Idaho Transportation Department	
ROW	Right-of-way	
DIAM.	Diameter	
CPFR	Corner Perpetuation and Filing Record (w/ instrument #)	
	Annexation Boundary	
	Section line	
	Section subdivision line	
	Centerline	
	Right-of-way	

SHEET INDEX:

- SHEET 1: ANNEXATION BOUNDARY
DETAIL "A"
BASIS OF BEARINGS
LEGEND
LINE TABLE
- SHEET 2: DETAIL "B"
NARRATIVE
NOTES
LEGEND
- SHEET 3: DETAIL "C"
REFERENCE TABLE
- SHEET 4: MONUMENT TABLE



LINE TABLE:

LINE	BEARING	DISTANCE	RECORD
L1	S 79°56'59" E	165.93'(M)	165.93'(R7)
L2	N 24°45'38" W	109.31'(M)	
L3	N 24°51'22" W	113.53'(M)	N 24°51'28" W(R1&R24) 113.52'(R1&R24)
L4	N 89°51'55" W	328.61'(M)	
L5	S 10°06'56" W	396.00'(M)	N 10°04'13" W(R17) 396.00'(R17)
L6	N 79°53'04" W	110.06'(M)	S 79°55'47" E(R17) 109.35'(R17)
L7	N 10°02'55" E	172.55'(M)	
L8	S 10°02'55" W	131.52'(M)	
L9	S 80°13'16" E	100.00'(M)	
L10	N 04°56'45" E	128.19'(M)	N 3°59' E(R2) 128.0'(R2)
L11	S 87°49'38" W	0.53'(M)	0.56'(R2)
L12	N 87°49'38" E	310.47'(M)	N 86°46' E(R2) 310.7'(R2)
L13	S 60°18'14" E	106.18'(M)	
L14	S 10°02'55" W	329.64'(M)	
L15	S 88°08'13" W	88.37'(M)	
L16	N 88°08'13" E	75.56'(M)	
L17	S 40°14'03" E	182.75'(M)	S 41°05'43" E(R6) 182.75'(R6)
L18	N 58°37'02" W	162.68'(M)	S 59°28'43" E(R6) 162.68'(R6)
L19	S 79°20'24" E	364.34'(M)	
L20	N 09°10'52" E	114.84'(M)	S 09°19'08" W(R1) 114.50'(R1)
L21	N 02°32'22" E	95.47'(M)	
L22	N 02°32'22" E	61.81'(M)	
L23	N 08°24'54" W	105.96'(M)	
L24	S 11°42'24" E	144.09'(M)	S 11°38'46" E(R1) 144.39'(R1)
L25	S 11°32'37" E	82.14'(M)	83.75'(R1)
L26	N 64°30'27" E	60.00'(M)	N 64°30'23" E(R1)

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH

FILED FOR RECORD _____ AT _____ : _____ M.

AT THE REQUEST OF _____

_____ COUNTY RECORDER

BY _____ DEPUTY

FEES \$ _____

INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

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

BRADLEY C. CUDDY, PLS 9165 _____ DATE _____



DOCUMENTS PREPARED WITH THIS SURVEY

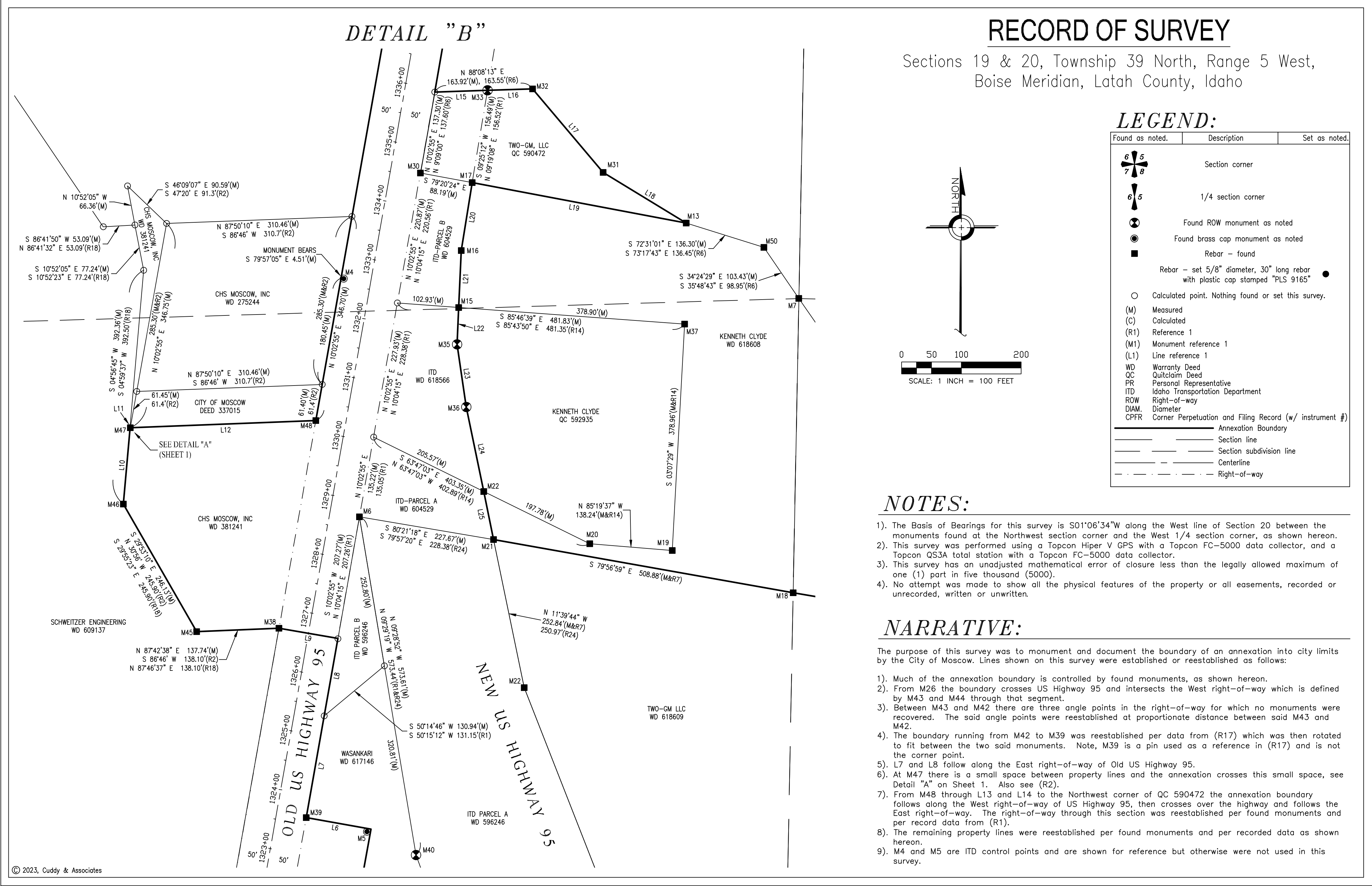
C UDDY & ASSOCIATES, Inc.
Licensed Surveyors

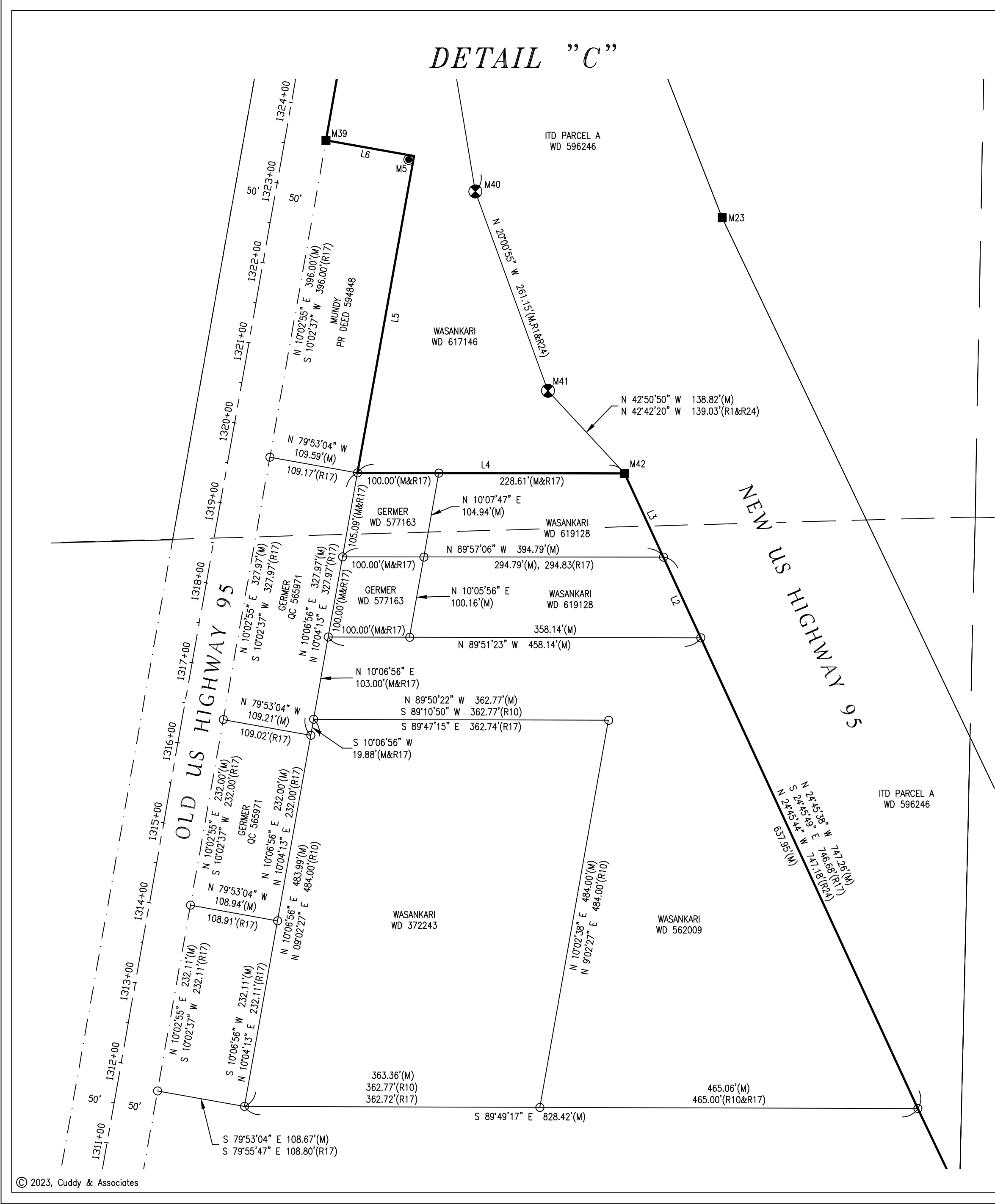
139 Johnson Ave.
Orofino, ID 83544

(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Motley-Moscow - Annexation
SURVEY COMPLETED: 04-29-2023
FILE LAST MODIFIED: 05-02-2023
FILE NAME: Motley-Moscow - Annexation Drawing.dwg
LOCATION: S.19 & S.20, T.39N., R.5W., B.M. LATAH CO. ID.

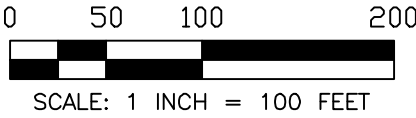
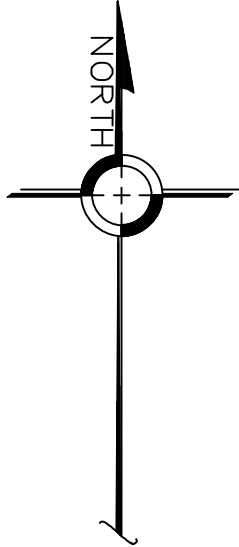
DRAWN BY: JPF
CHECKED BY: BCC
SHEET: 1 OF 4





RECORD OF SURVEY

Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho



REFERENCES:

No.	Document	By	Inst. No.	Date
R1	US Highway 95 Plan & Profile Federal Aid Project No. DHP-NH-4110(156)	Idaho Transportation Department		January, 2020
R2	Record of Survey	Larry J. Hodge	336475	March, 1984
R3	Record of Survey	Larry J. Hodge	387155	October, 1991
R4	Record of Survey	Larry J. Hodge	443922	March, 1999
R5	Record of Survey	Larry J. Hodge	483519	December, 2003
R6	Record of Survey	Ronald P. Monson	487387	May, 2004
R7	Amended Record of Survey	Michael E. Dahlin	617710	August, 2021
R8	Record of Survey	Larry J. Hodge	536508	April, 2010
R9	Record of Survey	John L. Dunn	564670	March, 2014
R10	Record of Survey	Allison K. Younger	568879	September, 2014
R11	Record of Survey	John L. Dunn	570464	February, 2015
R12	Record of Survey	John H. Goettsche	577923	April, 2016
R13	Record of Survey	Duane E. Priest	591041	March, 2018
R14	Record of Survey	Duane E. Priest	592787	June, 2018
R15	Record of Survey	Larry J. Hodge	453080	July, 2000
R16	Record of Survey	Larry J. Hodge	524459	August, 2008
R17	Record of Survey	John H. Goettsche	578582	May, 2016
R18	Record of Survey	Michael E. Dahlin	609344	October, 2022
R19	Record of Survey	Jack S. Hammond	343486	April, 1983
R20	Corner Perpetuation & Filing Record	Gary Presol	382427	May, 1991
R21	Corner Perpetuation & Filing Record	Allison K. Younger	580663	August, 2016
R22	Warranty Deed	Deesten Farms to Schweitzer Engineering	609137	September, 2020
R23	Warranty Deed	Scott Clyde to Two-GM, LLC	618609	September, 2021
R24	Warranty Deed	Steve Clyde to ITD	596246	December, 2018
R25	Warranty Deed	Steve Clyde & Scott Clyde to ITD	596245	December, 2018
R26	Quitclaim Deed	Clyde Five, LLC to Kenneth Clyde	592935	June, 2018
R27	Quitclaim Deed	Gay Lynn Clyde to Two-GM, LLC	590472	February, 2018
R28	Warranty Deed	Scott Clyde to Nathan Wasankari & Contreras	617146	August, 2021
R29	Warranty Deed	Nathan Wasankari to Nathan Wasankari & Contreras	619128	October, 2021
R30	Warranty Deed	Scott Clyde & Steve Clyde to Douglas Wasankari	562009	October, 2013
R31	Warranty Deed	Robert Clyde to Douglas Wasankari	372243	July, 1989
R32	Deed of Distribution by Personal Rep.	David Mundy to David Mundy	594848	September, 2018
R33	Quitclaim Deed	Latah County to Larry Germer	565971	June, 2014
R34	Warranty Deed	S&S Clyde, LLC to Larry Germer	577163	February, 2016
R35	Warranty Deed	Deesten to Latah County Grain Growers, Inc (CHS Moscow, Inc)	381241	May, 1984
R36	Deed of Dedication & Correction	Deesten & Latah County Grain Growers, Inc to City of Moscow	337015	May, 1984
R37	Warranty Deed	Deesten to Latah County Grain Growers, Inc (CHS Moscow, Inc)	275244	May, 1975
R38	Warranty Deed	Deesten Farms LLC to Schweitzer	609137	September, 2020
R39	Warranty Deed	Scott Clyde to Kenneth Clyde	618608	September, 2021
R40	Ordinance No. 2020-12	City of Moscow, Idaho	610337	November, 2020
R41	Ordinance No. 2023-01	City of Moscow, Idaho	627343	January, 2023
R42	Preliminary Record of Survey	Michael E. Dahlin	Preliminary	March, 2022
R43	Ordinance No. 2020-12	City of Moscow	610377	November, 2020
R44	Warranty Deed	Scott Clyde to ITD	604529	March, 2020
R45	Warranty Deed	Kenneth Clyde to ITD	618566	September, 2021

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH

FILED FOR RECORD _____ AT _____ : _____ M.

AT THE REQUEST OF _____

COUNTY RECORDER

BY _____ DEPUTY

FEES \$ _____

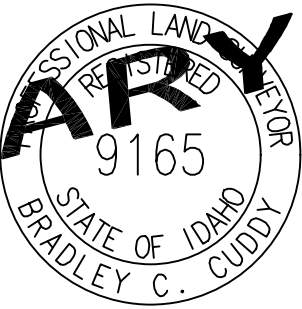
INSTRUMENT NUMBER: _____

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PRELIMINARY

BRADLEY C. CUDDY, PLS 9165 _____ DATE _____



DOCUMENTS PREPARED WITH THIS SURVEY

C UDDY & ASSOCIATES, Inc.
Licensed Surveyors

139 Johnson Ave.
Orofino, ID 83544

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bradcuddy@cebridge.net

PROJECT: Motley-Moscow - Annexation
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DRAWN BY: JPF
CHECKED BY: BCC
SHEET: 3 OF 4

RECORD OF SURVEY

Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

MONUMENT TABLE:

M1	FOUND 2" DIAM. IRON PIPE WITH 3 1/2" DIAM. BRASS CAP MARKED "1990" & "PE/LS 2845", SEE CPFR 382427
M2	FOUND 5/8" DIAM. REBAR WITH 3 1/2" DIAM. ALUMINUM CAP MARKED "2016" & "PLS 12724", SEE CPFR 580663
M3	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "6449"
M4	FOUND 3 1/2" DIAM. BRASS CAP, ITD ISP CONTROL NETWORK MONUMENT SET IN 1975
M5	FOUND 3 1/2" BRASS CAP DIAM. IN CONCRETE MARKED "IDT 95-150", ISP CONTROL NETWORK MONUMENT SET IN 1975
M6	FOUND 5/8" DIAM. REBAR WITH 2" DIAM. ALUMINUM CAP MARKED "LS 6449"
M7	FOUND 5/8" DIAM. REBAR WITH 2" DIAM. ALUMINUM CAP MARKED "LS 6449"
M8	FOUND 5/8" DIAM. REBAR WITH ALUMINUM CAP MARKED "LS 17534"
M9	FOUND 5/8" DIAM. REBAR WITH ALUMINUM CAP MARKED "LS 17534"
M10	FOUND 5/8" DIAM. REBAR WITH ALUMINUM CAP MARKED "LS 17534"
M11	FOUND 5/8" DIAM. REBAR WITH ALUMINUM CAP MARKED "LS 17534"
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M21	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M22	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M23	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534", DESTROYED LATER DURING CONSTRUCTION
M24	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M25	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M26	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M27	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M28	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M29	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "LS 17534"
M30	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "PLS 7013"
M31	FOUND 5/8" DIAM. REBAR
M32	FOUND 5/8" DIAM. REBAR WITH ILLEGIBLE YELLOW PLASTIC CAP
M33	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "350+06.59 130.83 RT" & "PLS 10559" & "2021"
M34	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "353+25.86 46.83 RT" & "PLS 10559" & "2021", BEARS N 60°18'14" W 0.67'(M)
M35	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "345+60.00 93.00 RT" & "PLS 10559" & "2021"
M36	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "344+50.00 100.00 RT" & "PLS 10559" & "2021"
M37	FOUND 5/8" DIAM. REBAR WITH 2" DIAM. ALUMINUM CAP MARKED "LS 6449"
M38	FOUND 5/8" DIAM. REBAR
M39	FOUND 1/2" DIAM. REBAR, BEARS S 41°18'44" W 0.62'(M) (0.77' R17) FROM CALCULATED CORNER POSITION, SEE (R17)
M40	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "337+50.00 165.05 LT" & "PLS 10559" & "2021"
M41	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "335+00.00 185.00 LT" & "PLS 10559" & "2021"
M42	FOUND 1" DIAM. PIN
M43	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "323+87.06 155.01 LT" & "PLS 10559" & "2021"
M44	FOUND 3" DIAM. ROW BRASS DISK IN CONCRETE MARKED "320+06.68 156.11 LT" & "PLS 10559" & "2021"
M45	FOUND 5/8" DIAM. REBAR WITH ALUMINUM CAP MARKED "LS 17534"
M46	FOUND 5/8" DIAM. REBAR WITH ALUMINUM CAP MARKED "LS 17534"
M47	FOUND 5/8" DIAM. REBAR WITH ALUMINUM CAP MARKED "LS 17534"
M48	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "3003"
M49	FOUND 5/8" DIAM. REBAR WITH CAP MARKED "3003"
M50	FOUND 5/8" DIAM. REBAR WITH 2" DIAM. ALUMINUM CAP MARKED "LS 6449"

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RECORDER'S CERTIFICATE STATE OF IDAHO } SS COUNTY OF LATAH FILED FOR RECORD _____ AT _____: _____ M. AT THE REQUEST OF _____ _____ COUNTY RECORDER BY _____ DEPUTY FEES \$ _____ INSTRUMENT NUMBER: _____		SURVEYOR'S CERTIFICATE BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY DONE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF JEFF MOTLEY. BRADLEY C. CUDDY, PLS 9165 _____ DATE _____ PRELIMINARY PROFESSIONAL LAND SURVEYOR REGISTERED 9165 STATE OF IDAHO BRADLEY C. CUDDY		DOCUMENTS PREPARED WITH THIS SURVEY		C UDDY A SSOCIATES, Inc. Licensed Surveyors 139 Johnson Ave. Grofino, ID 83544 (208)-476-4643 bradcuddy@cebridge.net <table><tr><td>PROJECT: Motley-Moscow - Annexation</td><td>DRAWN BY: JPF</td></tr><tr><td>SURVEY COMPLETED: 04-29-2023</td><td>CHECKED BY: BCC</td></tr><tr><td>FILE LAST MODIFIED: 05-02-2023</td><td>SHEET: 4 OF 4</td></tr><tr><td colspan="2">FILE NAME: Motley-Moscow - Annexation Drawing.dwg</td></tr><tr><td colspan="2">LOCATION: S.19 & S.20, T.39N., R.5W., B.M. LATAH CO. ID.</td></tr></table>		PROJECT: Motley-Moscow - Annexation	DRAWN BY: JPF	SURVEY COMPLETED: 04-29-2023	CHECKED BY: BCC	FILE LAST MODIFIED: 05-02-2023	SHEET: 4 OF 4	FILE NAME: Motley-Moscow - Annexation Drawing.dwg		LOCATION: S.19 & S.20, T.39N., R.5W., B.M. LATAH CO. ID.	
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**Annexation Boundary Legal Description
SOMO Project and other Parcels-Moscow
51.53 Acres**

A tract of land situate in the East 1/2 of Section 19 and the West 1/2 of Section 20, Township 39 North, Range 5 West, Boise Meridian, Latah County, State of Idaho more particularly described as follows:

Commencing at a found 2" diameter iron pipe with 3 1/2" diameter brass cap stamped "1990" and "PE/LS 2845" marking the Northeast corner of said Section 19, from which point a found 5/8" diameter rebar with 3 1/2" diameter aluminum cap stamped "2016" and "PLS 12724" marking the East 1/4 corner of said Section 19 bears South 01°06'34" West a distance of 2663.37 feet; thence, South 01°06'42" West a distance of 1823.71 feet to a point on the North line of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with 2" diameter aluminum cap stamped "LS 6449", said point being the **TRUE POINT OF BEGINNING**; thence, following along said North line, South 79°56'59" East a distance of 165.93 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 11°31'21" East a distance of 201.80 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 53°00'21" East a distance of 242.55 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 82°47'39" East a distance of 401.86 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 71°36'39" East a distance of 566.11 feet to the Northeast corner of said parcel, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534", said point being located on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 20; thence, leaving said North line and following along the East line of said parcel, South 00°55'41" West a distance of 731.48 feet to the most easterly Southeast corner of said parcel and a found 5/8" diameter rebar with cap stamped "LS 17534", said point also being the Southeast corner of the said Southwest 1/4 of the Northwest 1/4; thence, leaving said East line following along the boundary of said parcel which follows along the South line of the said Southwest 1/4 of the Northwest 1/4, North 88°29'41" West a distance of 1034.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, leaving the South line of the said Southwest 1/4 of the Northwest 1/4 and continuing along the boundary of said parcel, South 05°08'59" West a distance of 515.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, continuing along the boundary of said parcel, South 11°29'21" East a distance of 292.04 feet to a point on the East right-of-way of US Highway 95 as described in Warranty Deed No. 596245, and a found 5/8" diameter rebar with cap stamped "LS 17534", said point being the southerly corner of said parcel; thence, leaving the boundary of said parcel, South 64°43'45" West a distance of 314.60 feet to a point on the West right-of-way of said US Highway 95 as described in said deed; thence, following along said West right-of-way, North 25°20'51" West a distance of 117.40 feet to the Southwest corner of that portion of right-of-way described in Warranty Deed 596246 as Parcel A, and a found 3" diameter right-of-way brass disk in concrete stamped "323+87.06" 155.01 LT" & "PLS 10559" & "2021"; thence, leaving said West right-of-way described in Warranty Deed No. 596245 and following along the West right-of-way of said Parcel A, North 25°19'34" West a distance of 119.52 feet to the Southeast corner of that parcel described in Warranty Deed No. 562009; thence, North 24°45'38" West a distance of 637.95 feet to the Northeast corner of said parcel described in Warranty Deed No. 562009, said point also being the Southeast corner of that parcel described in Warranty Deed No. 619128; thence, North 24°45'38" West a distance of 109.31 feet to a point on the East line of said

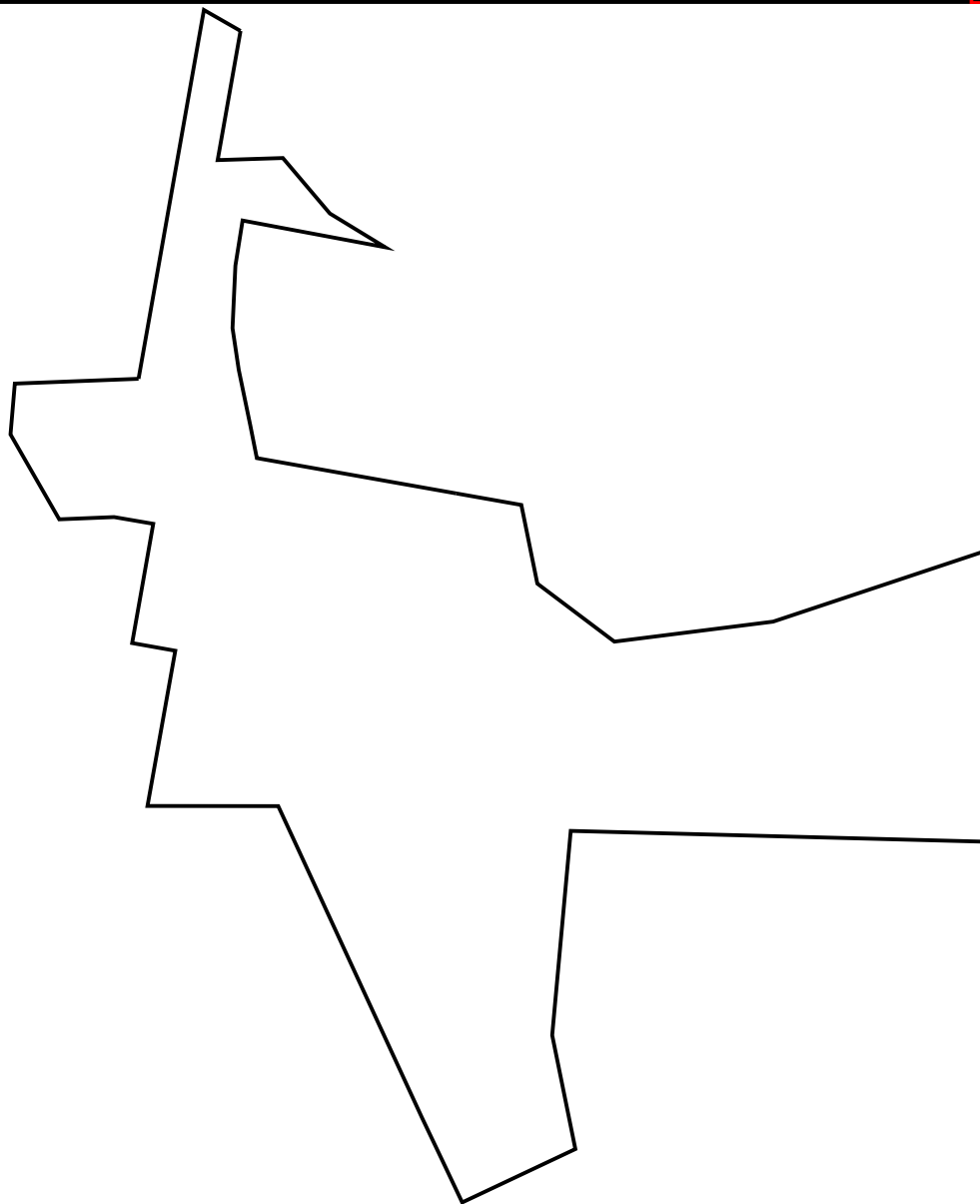
parcel described in Warranty Deed No. 619128; thence, North 24°51'22" West a distance of 113.53 feet to a found 1" diameter pin marking the Northeast corner of said parcel described in Warranty Deed No. 619128, said point also being the Southeast corner of that parcel described in Warranty Deed No. 617146; thence, leaving said West right-of-way of Parcel A and following along the South line of said parcel described in Warranty Deed No. 617146, North 89°51'55" West a distance of 328.61 feet to the Southwest corner of said parcel, said point also being the Southeast corner of that parcel described in Personal Representatives Deed No. 594848; thence, leaving said South line and following along the East line of said parcel described in Personal Representatives Deed No. 594848, North 10°06'56" East a distance of 396.00 feet to the Northeast corner of said parcel; thence, leaving said East line and following along the North line of said parcel, North 79°53'04" West a distance of 110.06 feet to a point on the East right-of-way of US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from said point a found 1/2" diameter rebar bears South 41°18'44" West a distance of 0.62 feet; thence, leaving said North line and following along said East right-of-way, North 10°02'55" East a distance of 172.55 feet to the southerly corner of that portion of right-of-way described in Warranty Deed No. 596246 as Parcel B; thence, North 10°02'55" East a distance of 131.52 feet to a point; thence, leaving said East right-of-way, North 80°13'16" West a distance of 100.00 feet to the West right-of-way of said US Highway 95 and a found 5/8" diameter rebar, said point also being the Southeast corner of that parcel of land described in Warranty Deed No. 381241; thence, following along the South line of said parcel, South 87°42'38" West a distance of 137.74 feet to the Southwest corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said South line and following along the West line of said parcel, North 29°53'10" West a distance of 246.13 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 04°56'45" East a distance of 128.19 feet to a point described in City of Moscow Ordinance No. 2020-12, Recording No. 610377; thence, leaving said West line, North 87°49'38" East a distance of 0.53 feet to the Southwest corner of that parcel of land dedicated to the City of Moscow in Deed No. 337015, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, following along the South line of said dedicated parcel, North 87°49'38" East a distance of 310.47 feet to the West right-of-way of said US Highway 95, and a found 5/8" diameter rebar with cap marked "3003", said point also being the Southeast corner of said dedicated parcel; thence, leaving said South line and following along said West right-of-way, North 10°02'55" East a distance of 941.06 feet to a point on the city limits of the City of Moscow; thence, leaving said West right-of-way and following along said line of city limits, South 60°18'14" East a distance of 106.18 feet to a point on the East right-of-way of said US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from which point a found 3" diameter brass disk in concrete stamped "353+25.86 46.83 RT" and "PLS 10559" and "2021" bears North 60°18'14" West a distance of 0.67 feet; thence, leaving said line of city limits and following along said East right-of-way, South 10°02'55" West a distance of 329.64 feet to the Northwest corner of that parcel of land described in Quitclaim Deed No. 590472; thence, leaving said East right-of-way and following along the North line of said parcel, North 88°08'13" East a distance of 88.37 feet to a found 3" diameter right-of-way brass disk in concrete stamped "350+06.59 130.83 RT" and "PLS 10559" and "2021"; thence, North 88°08'13" East a distance of 75.56 feet to the Northeast corner of said parcel and a found 5/8" diameter rebar with illegible yellow plastic cap; thence, leaving said North line and following along the Northeast line of said parcel, South 40°14'03" East a distance of 182.75 feet to a found 5/8" diameter rebar; thence, South 58°37'02" East a distance of 162.68 feet to the Southeast corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said Northeast line and following along the South line of said parcel, North 79°20'24" West a distance of 364.34 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel B, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said South line and following along the East line of said Parcel B, South 09°10'52" West a distance of 114.84 feet to a found 5/8" diameter rebar with cap marked "LS 17534"; thence, South 02°32'22" West a distance of 95.47 feet to the Northeast corner of that parcel described in Warranty Deed No. 618566, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line of Parcel B and following along the East line of said parcel described in Warranty Deed No. 618566, South 02°32'22" West a distance of 61.81 feet to a found 3" diameter right-of-way brass disk in concrete stamped "345+60.00 93.00 RT" and "PLS 10559" and "2021"; thence, South 08°24'54" East a distance of 105.96 feet to

a found 3" diameter right-of-way brass disk in concrete stamped "344+50.00 100.00 RT" and "PLS 10559" and "2021"; thence, South $11^{\circ}42'24''$ East a distance of 144.09 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel A, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line and following along the East line of said Parcel A, South $11^{\circ}32'37''$ East a distance of 82.14 feet to the Northwest corner of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with cap marked "LS 17534", said point also being the Northeast corner of that tract of land described in Warranty Deed No. 596246 as Parcel A; thence, leaving said East line and following along the North line of said parcel described in Warranty Deed No. 618609, South $79^{\circ}56'59''$ East a distance of 508.88 feet to the **TRUE POINT OF BEGINNING**.

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

Said tract contains 51.53 acres, more or less.





5/2/2023

Scale: 1 inch= 482 feet

File: SOMO Legal Description Deed Checker File.ndp

Tract 1: 51.5320 Acres, Closure: s46.0709e 0.02 ft. (1/557405), Perimeter=10989 ft.

01 s79.5659e 165.93
 02 s11.3121e 201.8
 03 s53.0021e 242.55
 04 n82.4739e 401.86
 05 n71.3639e 566.11
 06 s00.5541w 731.48
 07 n88.2941w 1034.41
 08 s05.0859w 515.41
 09 s11.2921e 292.04
 10 s64.4345w 314.6
 11 n25.2051w 117.4
 12 n25.1934w 119.52
 13 n24.4538w 637.95
 14 n24.4538w 109.31
 15 n24.5122w 113.53
 16 n89.5155w 328.61
 17 n10.0656e 396
 18 n79.5304w 110.06
 19 n10.0255e 172.55
 20 n10.0255e 131.52
 21 n80.1316w 100
 22 s87.4238w 137.74
 23 n29.5310w 246.13

24 n04.5645e 128.19
 25 n87.4938e 0.53
 26 n87.4938e 310.47
 27 n10.0255e 941.06
 28 s60.1814e 106.18
 29 s10.0255w 329.64
 30 n88.0813e 88.37
 31 n88.0813e 75.56
 32 s40.1403e 182.75
 33 s58.3702e 162.68
 34 n79.2024w 364.34
 35 s09.1052w 114.84
 36 s02.3222w 95.47
 37 s02.3222w 61.81
 38 s08.2454e 105.96
 39 s11.4224e 144.09
 40 s11.3237e 82.14
 41 s79.5659e 508.88

 First American Title™	ALTA Commitment for Title Insurance	
	ISSUED BY First American Title Insurance Company	
Schedule A (Continued)	ISSUING AGENT Latah County Title Company	

Commitment No.: 62919

The Land referred to herein below is situated in the County of Latah, State of Idaho, and is described as follows:

A parcel of land located in the NE1/4SE1/4 and the SE1/4NE1/4 of Section 19 and the SW1/4NW1/4 and the NW1/4SW1/4 of Section 20, Township 39 North, Range 5 West, B.M., as shown on that certain Amended Record of Survey recorded under Recorder's Fee No. 617710, and described as follows:

COMMENCING at the northwest corner of Section 20; thence along the west line of said Section, S. 01°06'41" W., 1823.28 feet to the southeast corner of the parcel described in Warranty Deed Instrument No. 592934, Latah County records, and the POINT OF BEGINNING; thence S. 79°56'59" E., 165.93 feet to a point on the west line of the parcel described in Trustee's Deed Instrument No. 553985, Latah County records; thence along the west line of said parcel, S. 11°31'21" E., 201.80 feet; thence along the southern line thereof the next three courses: thence S. 53°00'21" E., 242.55 feet; thence N. 82°47'39" E., 401.86 feet; thence N. 71°36'39" E., 566.11 feet the east line of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the said east line, S. 00°55'41" W., 731.48 feet to the southeast corner of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the south line of said quarter-quarter, N. 88°29'41" W., 1034.41 feet; thence leaving said south line, S. 05°08'59" W., 515.41 feet; thence S. 11°29'21" E., 292.04 feet to a point on the east Right of Way line of Highway 95, Project No. DHP-NH 4110(156); thence along the said Right of Way line the following five courses: thence N. 25°20'30" W., 231.51 feet; thence S. 64°30'27" W., 60.00 feet; thence N. 25°29'48" W., 1099.80 feet; thence N. 21°25'33" W., 335.67 feet; thence N. 11°39'44" W., 252.84 feet to a point on the south line of the parcel described in Warranty Deed Instrument No. 592934, Latah County records; thence leaving said Right of Way line, S. 79°56'59" E., 508.88 feet to the POINT OF BEGINNING.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph.: 208-883-7035
Fax: 208-883-7033
504 S. Washington Street
jfleischman@ci.moscow.id.us

For City Use Only			
Date Received		8-2-22	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$920.00	8/5/22
Receipt Number		LUP2022-0026	

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:

Name: 2 - G M , L L C _____ Telephone: 509-872-3511 _____
Complete Address: P.O. Box 421, Pullman, WA 99163 _____
E-Mail: j@motleymotley.com _____ Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Cuddy and Associates _____ Telephone: (208) 790-2672 _____
Complete Address: 139 Johnson Avenue, Orofino, ID 83544 email: bradcuddy@cebridge.net _____
E-Mail: anacline@aol.com _____ Fax: _____
Ryan Fiske- Anacline Engineering 208-791-8055

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

PROPERTY:

- Proposed Subdivision Name: SOUTH MOSCOW BUSINESS PARK ("SOMO") _____
- Address(as) or Parcel Number(s): _____
- Legal Description: *Please attach copy of full description.*
- Gross area of all land involved: 29.48 acres, and/or _____ sq. ft.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands:
26.57 acres, and/or _____ square feet.
- Total number of lots: 15 Average lot size: 1.73 _____
- Existing Zoning of subject property: A F _____

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

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

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% new commercial lots

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.

**SUBMITTAL:**

A Subdivision application is made by submitting the following information to the Community Development Department:

- Completed application.
- Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
- Payment of application fees.
- 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.

Applicant's Signature

Date

Property Owner's Signature (if different)

Date

PRELIMINARY PLAT
SOUTH MOSCOW BUSINESS PARK
SOMO DRIVE & HIGHWAY 95

7-10-22
REVISION 2-10-23
REVISION 5-20-23

PORTIONS OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, LATAH COUNTY, MOSCOW IDAHO 83843. .

CONTACT INFORMATION

OWNER - DEVELOPER
NAME: TWO GM'S LLC,
CONTACT: JEFF MOTLEY
ADDRESS: 6901 SR 270
CITY: PULLMAN, WA 99162
TELEPHONE: (509) 432 6553
EMAIL: j@motleymotley.com

PROFESSIONAL ENGINEER
NAME: ANACLINE ENGINEERING
CONTACT: C. RYAN FISKE, P.E.
ADDRESS: 4025 EAGLE CT.,
CITY: LEWISTON, ID 83501
PHONE: (208) 791-8055
EMAIL: anacline@aol.com

PROFESSIONAL LAND SURVEYOR
NAME: CUDDY & ASSOCIATES
CONTACT: BRAD CUDDY
ADDRESS: 139 JOHNSON AVE.
CITY: OROFINO, ID 83544
PHONE: (208) 476-4643
EMAIL: bradcuddy@cebridge.net

PLAT INFORMATION

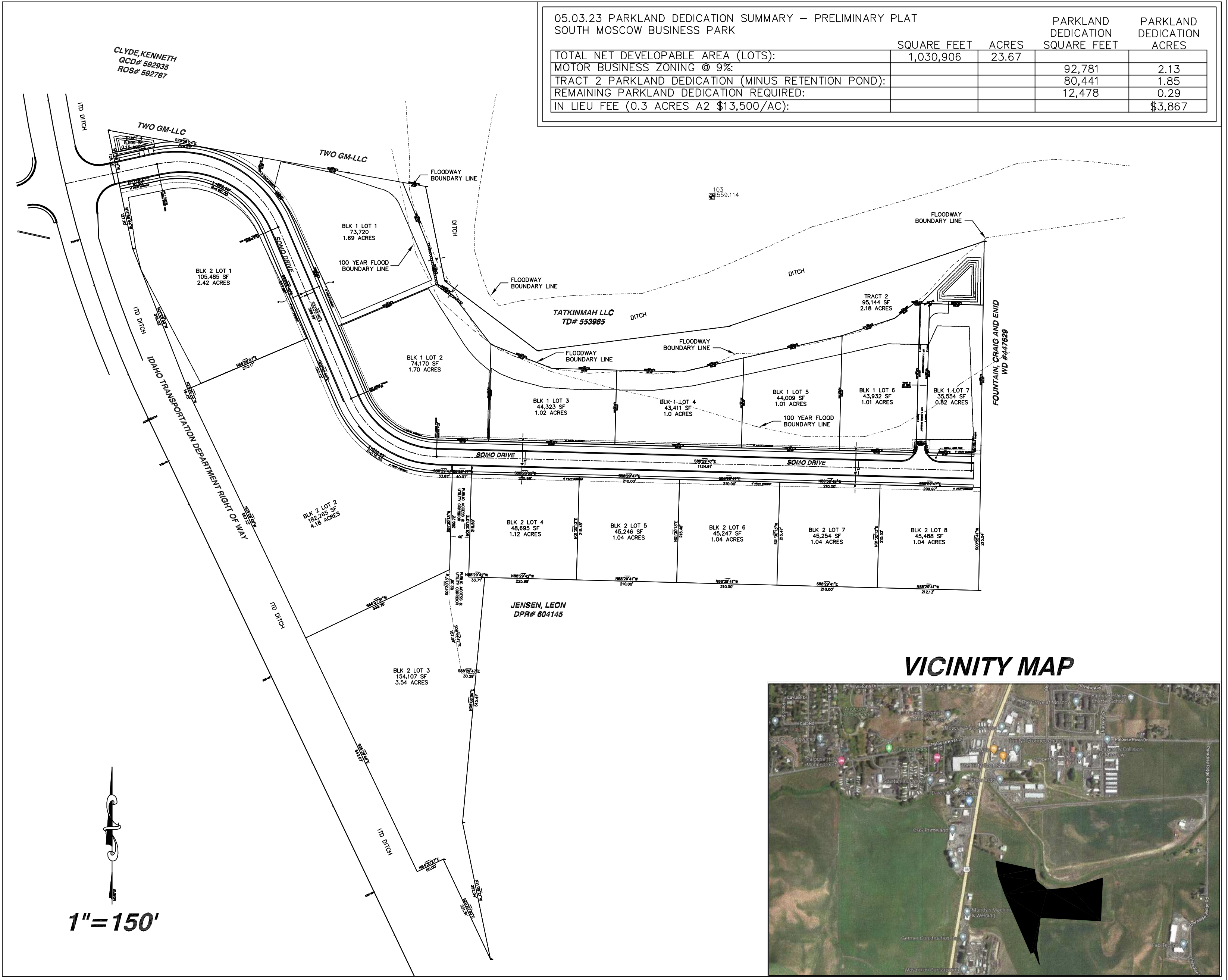
ZONE DESIGNATION: MB - MOTOR BUSINESS
TOTAL AREA: 29.46 ACRES
PUBLIC STREETS & LAND: 3.59 ACRES
NO. OF LOTS: 15
AVERAGE LOT SIZE: 1.73 ACRES
FLOOD PLAIN ZONE: N/A ELEVATING

THERE ARE NO RECORDED SUBDIVISION
PLAT MAPS IMMEDIATELY ADJACENT TO
THE SUBJECT PARCEL

PLAT LEGEND

- FLOODWAY BOUNDARY LINE
100 YEAR FLOOD BOUNDARY LINE
PROPERTY BOUNDARY
CENTERLINE
EASEMENT LINE
BREAK LINE
EXISTING GRADE CONTOUR
FINISH GRADE CONTOUR
EXISTING UTILITY
CONTROL POINT
MONUMENT
CONCRETE FLATWORK

SITE PLAN



PARKLAND DEDICATION

Table with 4 columns: Description, Square Feet, Acres, Parkland Dedication Square Feet, and Parkland Dedication Acres. It details the parkland dedication for the South Moscow Business Park.

SHEET INDEX

- SHEET 1 - COVER
SHEET 2 - PLAT MAP & STREET STANDARD 1C - COLLECTOR
SHEET 3.1 - PLAT MAP WEST HALF
SHEET 3.2 - PLAT MAP EAST HALF

LEGAL DESCRIPTION

A parcel of land located in the NE1/4SE1/4 and the SE1/4NE1/4 of Section 19 and the SW1/4NW1/4 and the NW1/4SW1/4 of Section 20, Township 39 North, Range 5 West, B.M., as shown on that certain Amended Record of Survey recorded under Recorder's Fee No. 617710, and described as follows:

COMMENCING at the northwest corner of Section 20; thence along the west line of said Section, S. 01°06'41" W., 1823.28 feet to the southeast corner of the parcel described in Warranty Deed Instrument No. 592934, Latah County records, and the POINT OF BEGINNING; thence S. 79°56'59" E., 165.93 feet to a point on the west line of the parcel described in Trustee's Deed Instrument No. 553985, Latah County records; thence along the west line of said parcel, S. 11°31'21" E., 201.80 feet; thence along the southern line thereof the next three courses: thence S. 53°00'21" E., 242.55 feet; thence N. 82°47'39" E., 401.86 feet; thence N. 71°36'39" E., 566.11 feet the east line of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the said east line, S. 00°55'41" W., 731.48 feet to the southeast corner of the southwest quarter of the northwest quarter (SW1/4NW1/4); thence along the south line of said quarter-quarter, N. 88°29'41" W., 1034.41 feet; thence leaving said south line, S. 05°08'59" W., 515.41 feet; thence S. 11°29'21" E., 292.04 feet to a point on the east Right of Way line of Highway 95, Project No. DHP-NH 4110(156); thence along the said Right of Way line the following five courses: thence N. 25°20'30" W., 231.51 feet; thence S. 64°30'27" W., 60.00 feet; thence N. 25°29'48" W., 1099.80 feet; thence N. 21°25'33" W., 335.67 feet; thence N. 11°39'44" W., 252.84 feet to a point on the south line of the parcel described in Warranty Deed Instrument No. 592934, Latah County records; thence leaving said Right of Way line, S. 79°56'59" E., 508.88 feet to the POINT OF BEGINNING.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT TO reservations in United States Patent, restrictive covenants, existing and recorded rights- of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

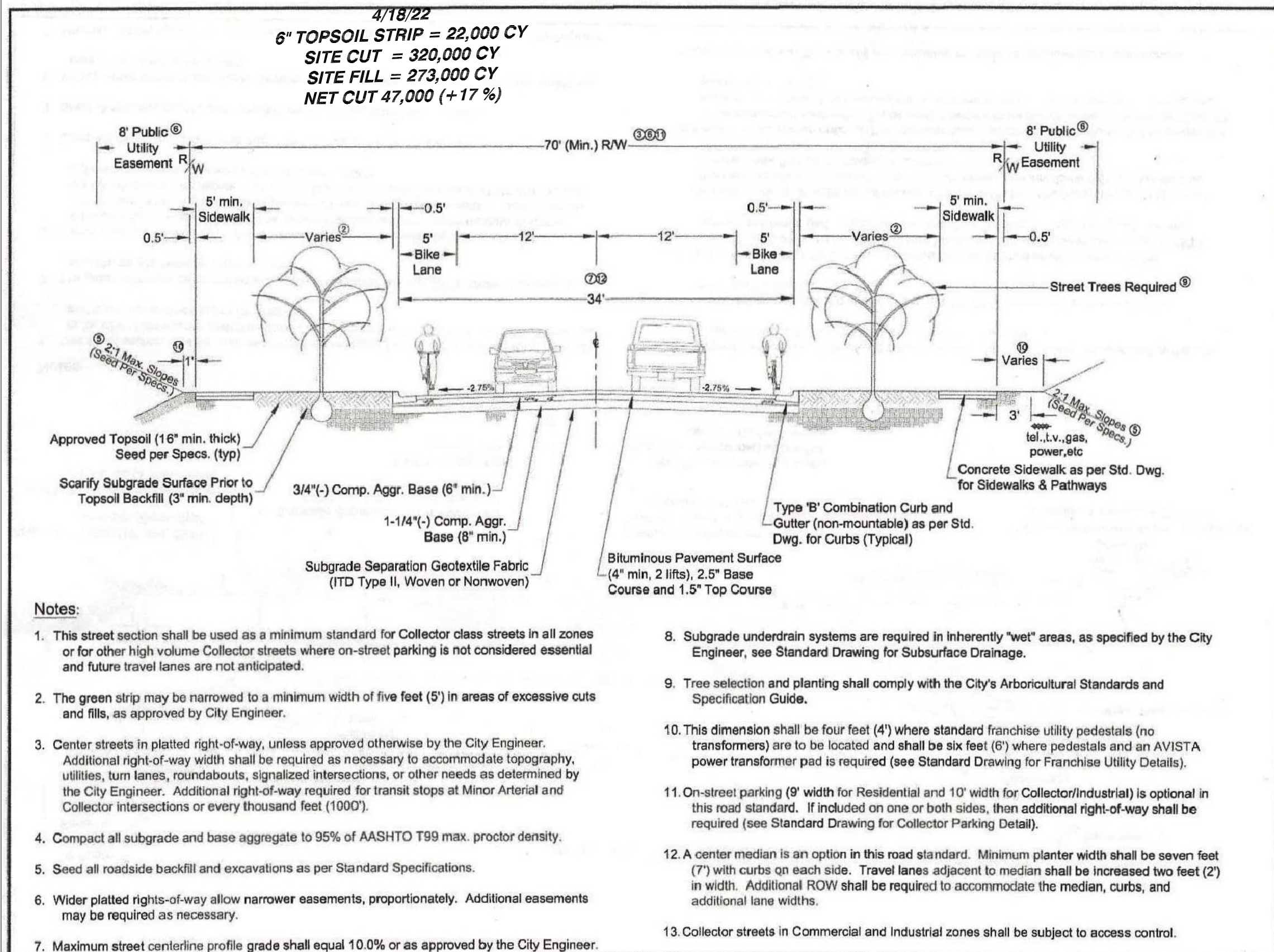
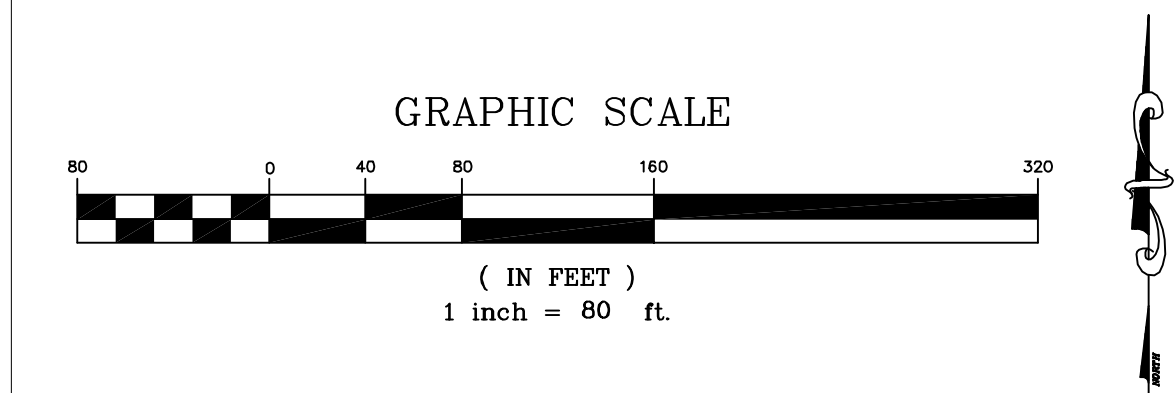
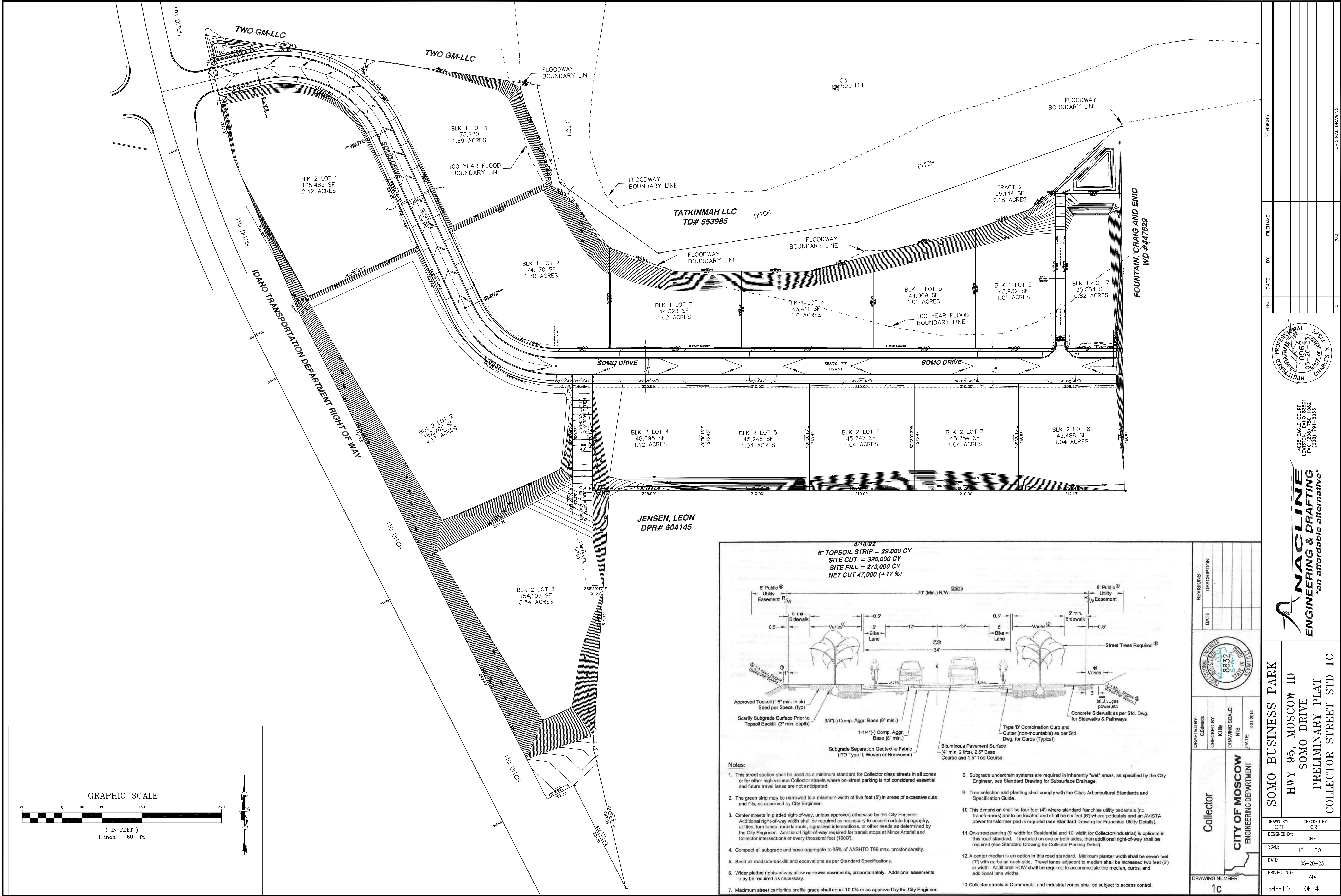
VICINITY MAP



LANDSCAPING

STREET TREES REQUIRES: MCC 5-8-8-9.C.D
SECTION 8-9. STREET TREES REQUIRED
C. NUMBER OF TREES REQUIRED. THE NUMBER AND SIZE OF STREET TREES REQUIRED FOR EACH PROPERTY SHALL BE DETERMINED BY THE "COMMUNITY FORESTRY ADMINISTRATOR" IN ACCORDANCE WITH RESOLUTION 2017-01 AND THE CITIES "ARBORCULTURAL STANDARDS AND SPECIFICATIONS GUIDE."
D. STREET TREE INSTALLATION PROCESS.
1. PERMIT REQUIRED. PRIOR TO THE INSTALLATION OF ANY REQUIRED STREET TREE, A PERMIT TO PLANT SHALL BE OBTAINED FROM THE "COMMUNITY FORESTRY ADMINISTRATOR" IN ORDER TO REVIEW THE APPROPRIATENESS OF SPECIES AND LOCATION.
3. MULTI-FAMILY AND COMMERCIAL STRUCTURES. PROPER TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY MULTI-FAMILY OR COMMERCIAL PRINCIPAL STRUCTURE, OR THE SUBSTANTIAL IMPROVEMENT TO ANY EXISTING MULTI-FAMILY OR COMMERCIAL PRINCIPAL STRUCTURE, THE APPLICANT SHALL SUBMIT A LANDSCAPE PLAN THAT SHALL IDENTIFY THE NUMBER, LOCATION AND TYPE OF STREET TREES PROPOSED FOR APPROVAL BY THE "COMMUNITY FORESTRY ADMINISTRATOR." THE REQUIRED STREET TREES OF SUCH PROJECTS SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF THE "CERTIFICATE OF OCCUPANCY" FOR ANY MULTI-FAMILY OR COMMERCIAL PRINCIPAL STRUCTURE. IF A "CERTIFICATE OF OCCUPANCY" IS REQUESTED TO BE ISSUED PRIOR TO THE INSTALLATION OF THE REQUIRED STREET TREES, THE APPLICANT SHALL ISSUE A FINANCIAL SECURITY IN A FORM ACCEPTABLE TO THE CITY IN THE AMOUNT SET BY IN THE CURRENT "FEE RESOLUTION" AS ADOPTED BY THE COUNCIL.

Professional Engineer and Surveyor seal for Charles R. Fiske, Registered Professional Engineer, State of Idaho, No. 10962, Exp. 12-10-23. Logo for NACLINE ENGINEERING & DRAFTING with the tagline "an affordable alternative".



- Notes:**
- 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.
 - 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.
 - 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').
 - Compact all subgrade and base aggregate to 95% of AASHTO T99 max. proctor density.
 - Seed all roadside backfill and excavations as per Standard Specifications.
 - Wider platted rights-of-way allow narrower easements, proportionately. Additional easements may be required as necessary.
 - Maximum street centerline profile grade shall equal 10.0% or as approved by the City Engineer.
 - Subgrade underdrain systems are required in inherently "wet" areas, as specified by the City Engineer, see Standard Drawing for Subsurface Drainage.
 - Tree selection and planting shall comply with the City's Arboricultural Standards and Specification Guide.
 - 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).
 - 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).
 - 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.
 - Collector streets in Commercial and Industrial zones shall be subject to access control.

REVISIONS		DESCRIPTION	
NO.	DATE	BY	FILENAME

DRAFTED BY: CLEMENS	CHECKED BY: K. LILLY	DRAWING SCALE: NTS	DATE: 3-31-2014
CITY OF MOSCOW ENGINEERING DEPARTMENT			
Collector			
1c			

4025 EAGLE COURT
LEWISTON, IDAHO 83501
FAX (208) 750-1082
(208) 751-0835

NAACLINE
ENGINEERING & DRAFTING
"an affordable alternative"

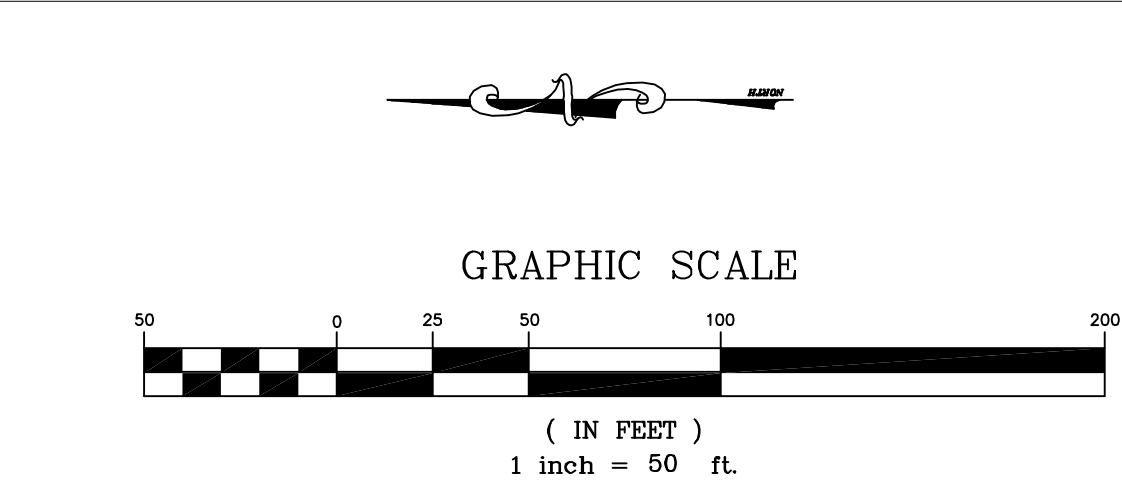
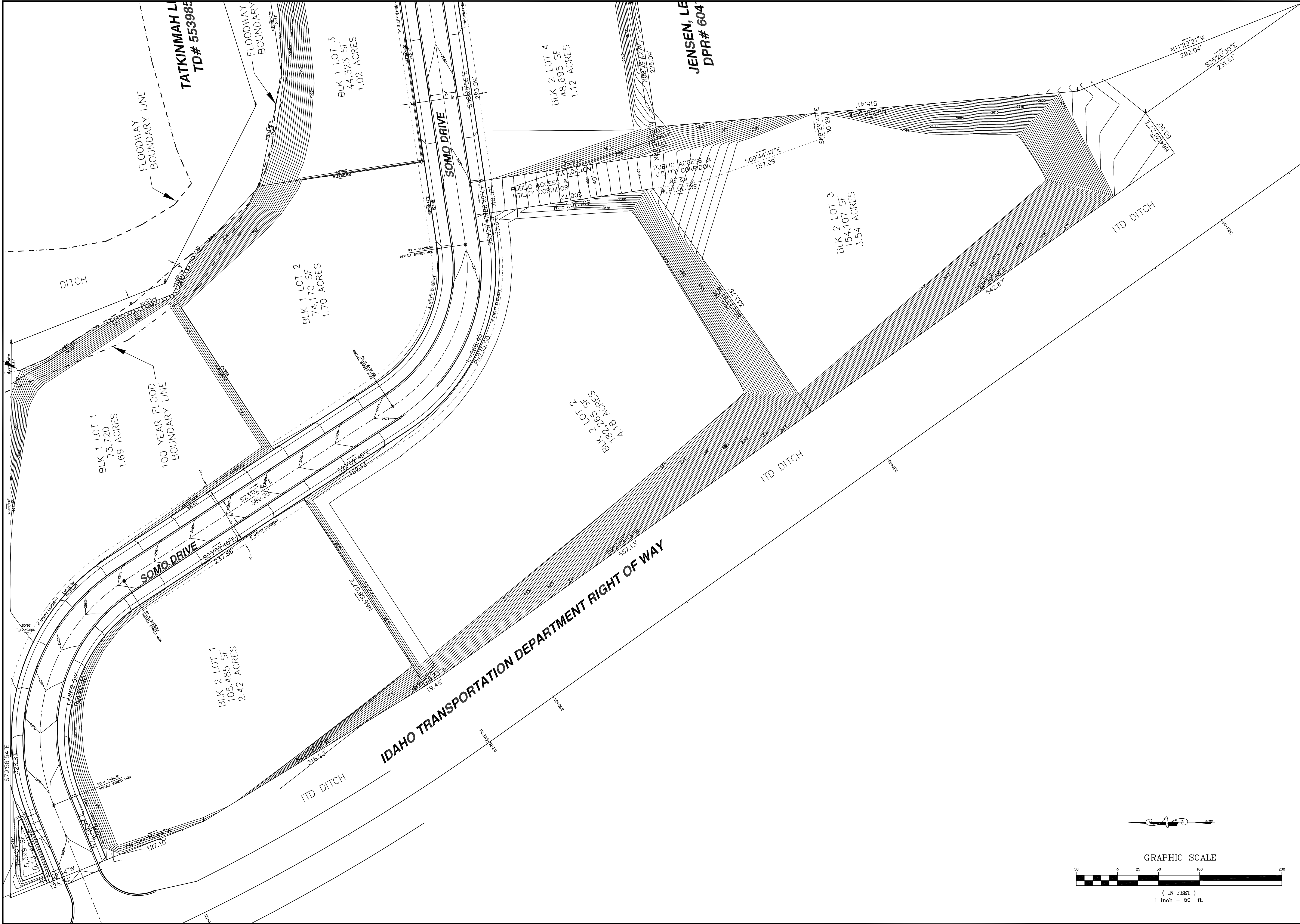
SOMO BUSINESS PARK
HWY 95, MOSCOW ID
SOMO DRIVE
PRELIMINARY PLAT
COLLECTOR STREET STD 1C

REGISTERED PROFESSIONAL ENGINEER
10962
IDaho State Board of Engineering
CHARLES R. JENSEN

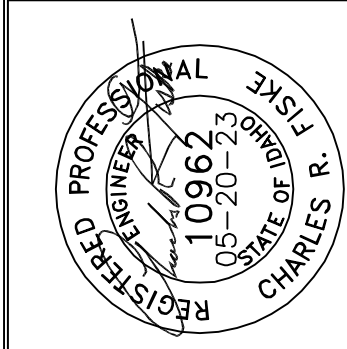
NO.	DATE	BY	FILENAME	REVISIONS

DRAWN BY: CRF
DESIGNED BY: CRF
SCALE: 1" = 80'
DATE: 05-20-23
PROJECT NO.: 744
SHEET 2 OF 4

ORIGINAL DRAWING

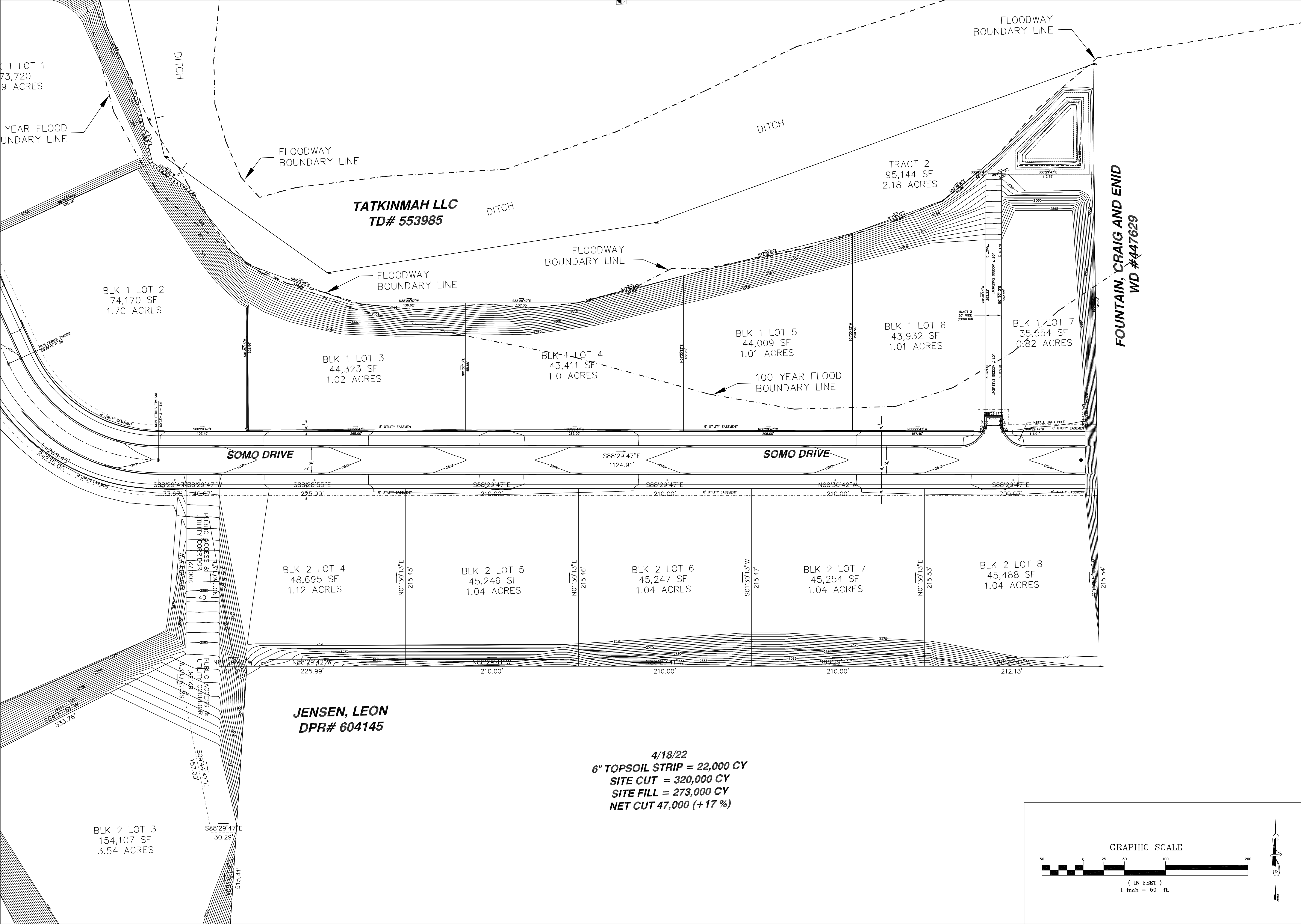


SOMO BUSINESS PARK		NO.		DATE		BY		FILENAME		REVISIONS	
HWY 95, MOSCOW ID											
SOMO DRIVE											
PRELIMINARY PLAT											
WEST HALF											
DRAWN BY: CRF		CHECKED BY: CRF									
DESIGNED BY: CRF											
SCALE: 1" = 80'											
DATE: 05-20-23											
PROJECT NO: 744											
SHEET 3.1 OF 4											



NAACLINE
ENGINEERING & DRAFTING
"an affordable alternative"

4025 EAGLE COURT
LEWISTON, IDAHO 83501
FAX (208) 756-1082
(208) 791-0835



REVISIONS			
NO.	DATE	BY	FILENAME
0			744

REGISTERED PROFESSIONAL ENGINEER
STATE OF IDAHO
10962
05-20-2022
CHARLES R. NACELINE

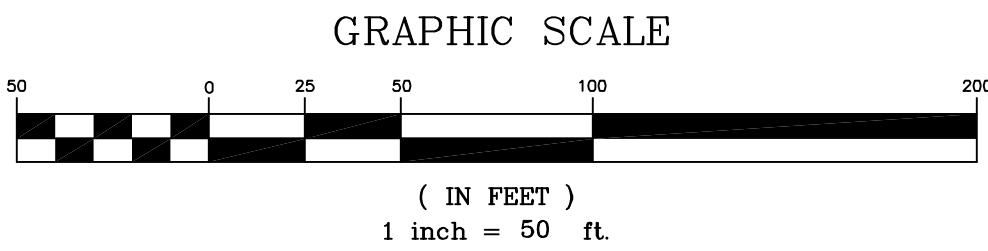
4025 EAGLE COURT
LEWISTON, IDAHO 83501
FAX (208) 750-1082
(208) 751-0855

NACELINE
ENGINEERING & DRAFTING
"an affordable alternative"

SOMO BUSINESS PARK
HWY 95, MOSCOW ID
SOMO DRIVE
PRELIMINARY PLAT
EAST HALF

DRAWN BY:	CRF	CHECKED BY:	CRF
DESIGNED BY:	CRF		
SCALE:	1" = 80'		
DATE:	05-20-23		
PROJECT NO.:	744		
SHEET 3.2	OF 4		

4/18/22
6" TOPSOIL STRIP = 22,000 CY
SITE CUT = 320,000 CY
SITE FILL = 273,000 CY
NET CUT 47,000 (+17 %)





July 14, 2022

Dear Neighbor,

2-GM, LLC and I would like to invite you to a Neighborhood Meeting to discuss a proposed Annexation from Latah County to the City of Moscow together with Zoning (Motor Business) and a subdivision plat for 29.48+/- acres of land accessible from the new highway 95 in south Moscow, as shown on the preliminary plan for the South Moscow Business Park (SOMO), plat attached herewith.

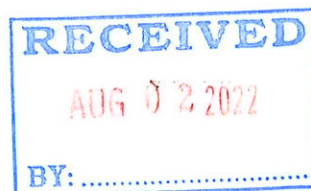
There will be a presentation of the details of the proposed property development and use on Monday, August 1, 2022, from 5-6 pm. The meeting will be held at the office of Kiemle Hagood Co. 312 South Washington Street #2, Moscow.

Public comment will be accepted, and personnel will be available for questions. All comments and questions will be recorded and submitted to the City as part of the re-zone application process.

If you cannot attend but want additional information, please contact me via phone, text, or email. We hope to see you there.

Respectfully submitted,

Shelley L. Bennett
Commercial Broker



PORTIONS OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, LATAH COUNTY, MOSCOW IDAHO 83843. .

OWNER - DEVELOPER
NAME: TWO GM'S LLC,
CONTACT: JEFF MOTLEY
ADDRESS: 6901 SR 270
CITY: PULLMAN, WA 99162
TELEPHONE: (509) 432 6553
EMAIL: j@motleymotley.com

PROFESSIONAL ENGINEER
NAME: ANACLINE ENGINEERING
CONTACT: C. RYAN FISKE, P.E.
ADDRESS: 4025 EAGLE CT.,
CITY: LEWISTON, ID 83501
PHONE: (208) 791-8055
EMAIL: anacline@aol.com

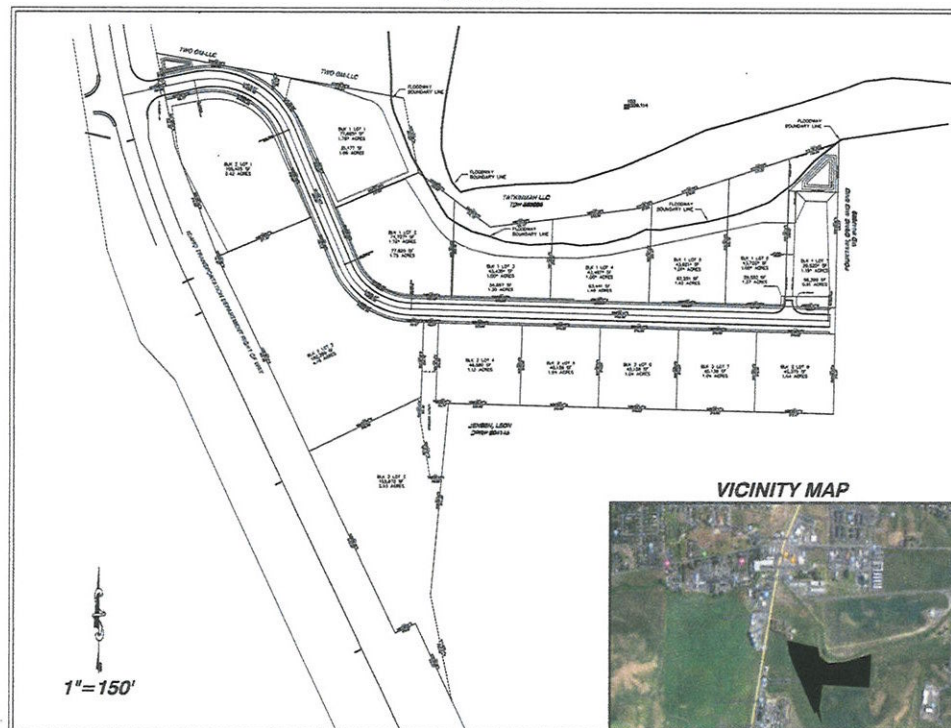
PROFESSIONAL LAND SURVEYOR
NAME: CUDDY & ASSOCIATES
CONTACT: BRAD CUDDY
ADDRESS: 139 JOHNSON AVE.
CITY: OROFINO, ID 83544
PHONE: (208) 476-4643
EMAIL: bradcuddy@cebridge.net

ZONE DESIGNATION: MB - MOTOR BUSINESS
TOTAL AREA: 29.46 ACRES
PUBLIC STREETS & LAND: 3.59 ACRES
NO. OF LOTS: 15
AVERAGE LOT SIZE: 1.73 ACRES
FLOOD PLAIN ZONE: N/A ELEVATING

**THERE ARE NO RECORDED SUBDIVISION
PLAT MAPS IMMEDIATELY ADJACENT TO
THE SUBJECT PARCEL**

REQUESTING COST SHARING FOR THE FOLLOWING:

- 1) DEEPEN SEWER MAIN 9' BY THE END OF SOMO DRIVE
2) INCREASE THE WATER MAIN SIZE FROM 8" TO 10"
TO PROVIDE SEWER AND FIRE PROTECTION SERVICES
TO FUTURE DEVELOPMENTS TO THE EAST OF THIS PROJECT.

SITE PLAN

SHEET INDEX

SHEET 1 - COVER
SHEET 2 - PLAT MAP & STREET STANDARD TC - COLLECTOR
SHEET 3.1 - PLAT MAP WEST HALF
SHEET 3.2 - PLAT MAP EAST HALF
SHEET 4.1 - GRADING PLAN WEST HALF
SHEET 4.2 - GRADING PLAN EAST HALF
SHEET 5.1 - SOMO DRIVE UTILITY PLAN & PROFILE STA 0+00 TO 12+50
SHEET 5.2 - SOMO DRIVE PLAN & PROFILE STA 12+50 TO 23+00
SHEET 6.1 - SOMO DRIVE UTILITY PLAN STA 0+00 TO 7+50
SHEET 6.2 - SOMO DRIVE UTILITY PLAN STA 7+50 TO 14+00
SHEET 6.3 - SOMO DRIVE UTILITY PLAN STA 14+50 TO 18+00
SHEET 6.4 - SOMO DRIVE UTILITY PLAN STA 18+00 TO 23+54
SHEET 6.5 - SOMO DRIVE UTILITY PLAN BLK L LOT 3 - WATER MAIN
SHEET 6.6 - SOMO DRIVE UTILITY PLAN BLK L LOT 7 - STORM MAIN

LEGAL DESCRIPTION

PORTIONS OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, LATAH COUNTY IDAHO.

AND BEGINNING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A 2" DIAMETER ALUMINUM CAP AND STONE FOR THE 1/4 CORNER OF SECTION 19 AND SECTION 20 PER CPF INSTRUMENT NUMBER 580583, THENCE NORTH 340.09 FEET TO A 5.5" REBAR AND CAP, LS 6448, THE TRUE POINT OF BEGINNING.

THENCE SOUTH 76° 56' 51" EAST A DISTANCE OF 155.85 FEET
THENCE SOUTH 76° 56' 51" EAST A DISTANCE OF 262.65 FEET
THENCE SOUTH 53° 00' 21" EAST A DISTANCE OF 242.55 FEET
THENCE NORTH 62° 47' 30" EAST A DISTANCE OF 401.86 FEET
THENCE NORTH 71° 35' 30" EAST A DISTANCE OF 586.11 FEET
THENCE SOUTH 00° 55' 41" WEST A DISTANCE OF 731.49 FEET
THENCE NORTH 88° 08' 41" WEST A DISTANCE OF 1034.91 FEET
THENCE SOUTH 00° 55' 41" WEST A DISTANCE OF 586.11 FEET
THENCE SOUTH 11° 29' 21" EAST A DISTANCE OF 202.04 FEET
THENCE SOUTH 25° 05' 30" EAST A DISTANCE OF 231.51 FEET
THENCE SOUTH 64° 30' 57" WEST A DISTANCE OF 60.00 FEET
THENCE NORTH 25° 29' 50" WEST A DISTANCE OF 109.53 FEET
THENCE NORTH 21° 25' 39" WEST A DISTANCE OF 355.67 FEET
THENCE NORTH 18° 55' 50" WEST A DISTANCE OF 355.67 FEET
THENCE SOUTH 19° 19' 30" EAST A DISTANCE OF 50.86 FEET
TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL OF LAND.

THIS PARCEL OF LAND CONTAINING 28.46 ACRES OF LAND MORE OR LESS

RECEIVED

AUG 02 2022

BY:.....



GERMER, LARRY
1005 ZEITLER RD
MOSCOW, ID 83843

BURRAGE, TED
1016 PRAIRIE LN
MOSCOW, ID 83843

CLYDE, SCOTT
1065 ZEITLER RD
MOSCOW, ID 83843

CLYDE, KENNETH
1175 ZEITLER RD
MOSCOW, ID 83843

FOUNTAIN, CRAIG
1885 PARADISE RIDGE RD
MOSCOW, ID 83843

FOUNTAIN, STEVEN
2020 S MAIN ST
MOSCOW, ID 83843

CLYDE, STEVE
3060 HWY 95 S
MOSCOW, ID 83843

JENSEN, LEON
6280 HEPTON LN
LEWISTON, ID 83501

H & H FARMS, LLC
643 N CLEVELAND ST
MOSCOW, ID 83843

TWO-GM LLC
6901 SR 270
PULLMAN, WA 99163

TATKINMAH
709 E F ST
MOSCOW, ID 83843

SCHWEITZER ENGINEERING
ATTN: TAX DEPT
2350 NE HOPKINS CT
PULLMAN, WA 99163

CITY OF MOSCOW
COMMUNITY DEVELOPMENT
504 S WASHINGTON ST
MOSCOW, ID 83843

IDAHO TRANSPORTATION DEPT
DISTRICT 2
PO BOX 837
LEWISTON, ID 83501

CHS-MOSCOW INC
PO BOX 64089
ST PAUL, MN 55164

WASANKARI, DOUGLAS
PO BOX 8867
MOSCOW, ID 83843

MUNDY, DAVID
PO BOX 9584
MOSCOW, ID 83843

WASANKARI, NATHAN
CONTRERAS, GABRIELA
PO BOX 8867
MOSCOW ID 83843



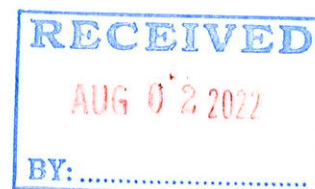
NEIGHBORHOOD MEETING

8/1/22

SOUTH MOSCOW BUSINESS PARK

"SOMO"

NAME	ADDRESS	PHONE
Shelley Bennett	312 S Washington #2	208 301 1623 509-432-6533
Frank. J Motley	6901 SR 270 Pullman WA 99163	
Ken Clyde	1175 Zeller rd Moscow	208-882-5221



Minutes Neighborhood Meeting

The Neighborhood Meeting for the South Moscow Business Park "SOMO" was held as outlined in the invitation on the first day of August 2022 at the office of Kiemle Hagood Co. at the address shown above as advertised at 5:00 PM. The only attendee was Ken Clyde, who owns the parcel adjacent to the north of the subject property.

Mr. Frank Jeff Motely, the managing member of 2-GM, LLC owner of the subject property, brought the meeting to order at 5:12 PM. He discussed the proposed City Annexation, Motor Business Zoning, and Preliminary plat.

Ken Clyde asked Mr. Motely why they chose to request annexation to the City of Moscow for the new plat vs remaining in Latah County for the subdivision. Mr. Motely went into detail about the benefits of annexation including access to city water, for use and fire flow, as well as city sewer and the ability to fully develop the land as long as the buildings in the subdivision are built above the base flood elevation.

Mr. Clyde asked about any current floodplain studies. The landowners have completed a survey of the land which included an elevation analysis of the entire parcel, which allows them to locate the base floodplain, as well as the floodway. I said I would ask the city and/ or county if there are any current studies available or one undertaken.

Mr. Clyde asked about potential fill for his land from this development.

Lastly, Mr. Motely and Mr. Clyde discussed timing of the project. The goal is to begin the development in the summer of 2023 and complete with the opening of the new highway 95, estimated as October of 2024.

The meeting was adjourned at 5:45 PM.

Respectfully submitted,

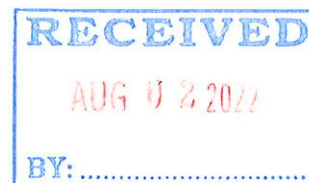


Shelley L. Bennett

Kiemle Hagood Co.

312 S Washington Street #2

Moscow, ID 83843





MAY 18TH, 2023

TO: MIKE RAY, PLANNING MANAGER

FROM: TODD DRAGE, ENGINEERING TECHNICIAN

SUBJECT: SOUTH OF MOSCOW (SOMO) BUSINESS PARK ANNEXATION AND PRELIMINARY PLAT REVIEW

CC: JENNIFER FLEISCHMAN, ADMINISTRATIVE ASSISTANT & DEPUTY CITY CLERK

Upon reviewing the Applications for Zoning Amendment and Preliminary Subdivision Plat, the Engineering Division has the following comments and recommended conditions of approval:

Comments

1. The City's permit coordinator set this preliminary plat up for City Staff to review. There are a few edits to make regarding line-work and easements that we recommend be corrected.
2. The area represented by the SOMO development was evaluate in the City's Comprehensive Sewer System Plan (CSSP). The CSSP demonstrates that the system has adequate capacity to convey the additional sewage from this development.

Recommendations

1. The City's Application for Zoning Amendment requires under section 6.E that the applicant evaluate if the development can be adequately served by the City's existing transportation network, public facilities, and services. The proposed SOMO project is located in a part of Moscow that is served by a single 12" water main. This branch of the City's water infrastructure is un-looped and, as a result, development in this part of town may be limited due to fire flow availability (of lack thereof). The City's Comprehensive Water System Plan and Internal Fire Code require adequate fire flow be provided based on the type and size of a proposed building. We recommend that the applicant request a model analysis to determine the City's current ability to provide domestic and fire water flow to the subdivision. The City retains HDR Engineering to maintain and operate a city-wide water model. For a model analysis, the applicant would work with the City to set up a Task Order specific to the development and infrastructure that they would like to proposed. This analysis is required for the City to issue a "Will Serve" letter to the Idaho Department of Environmental Quality (IDEQ) and will inform the applicant of any potential restrictions that result from tying into an un-looped branch of the City's water system. If the City's water distribution system is shown to provide limited fire flow to the development, the City's Building Department will be required to prohibit certain types and sizes of buildings in accordance with International Fire Code.

2. Currently this development cannot be served by an existing transportation network. This property is located adjacent to the proposed future location of United States Highway 95, as detailed in the Idaho Transportation Department's (ITD) US-95: Thorn Creek Road to Moscow Project. The proposed preliminary plat shows a new City Street (SOMO Drive) tying into the new US-95 at a four-way intersection that is proposed to be constructed with the Thorn Creek Highway Project. The applicant should be aware that the new highway is currently under construction and that the proposed access for the SOMO development will require approval from ITD. The City does not have the ability to grant or guarantee SOMO Drive's access to the new Highway 95. As a result, City will require proof of permission for SOMO Drive's connection be obtained from ITD by the applicant and provided to the City prior to Final Plat approval.
3. 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. The City's stormwater runoff control code, as defined by Title 5, Chapter 15 defines this development as non-residential. Stormwater control for non-residential developments are required to control stormwater for the public improvements (roads, sidewalk, etc.) while the stormwater detention for individual lots is required to be designed for and constructed with the development of each lot.
4. On the preliminary plat, there is an easement given to Lot 7, Block 1 across the flagpole portion of the proposed City stormwater tract (Tract 2). Because this will be a shared use driveway between the City and the owners of Lot 7, instead of an easement on the plat, we recommend a formal easement agreement be completed that will spell out details like maintenance, usage, and upkeep of the Tract's driveway. The City will prepare the easement but will require applicant provide a legal description and figure for the easement.
5. It looks like there is a small parcel located in between Lot 1, Block 1 and the road to the west. There doesn't appear to be any beneficial use to the City for this to be included as City right-of-way (ROW) or as a separate Tract. This separate parcel should be absorbed into Block, 1, Lot 1 unless a beneficial use is specified.
6. There is a utility corridor identified on the preliminary plat between lot 4 and lots 2 and 3 of Block 2. We recommend that this entire corridor be enclosed as a utility easement to the City to facilitate storm, sanitary sewer, and water mains being extended to the parcel to the southeast of the development.



City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

Date: May 3, 2023

Re: Parkland Dedication Requirements for the Proposed South Moscow Business Park Subdivision Preliminary Plat - REVISED

David Schott

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

Based on the preliminary plat, the net developable area is 1,031,437 square feet (sf) or 23.68 acres. The proposed Motor Business Zoning District (MB) has a requirement of 9% of parkland dedication, which requires 92,829 sf or 2.13 acres in parkland dedication.

The Parks and Recreation Commission considered staff's recommendation to accept a combination of 1.83 acres of parkland dedication in the floodway of South Fork Palouse River for a future pathway and \$4,050.00 in parkland dedication in lieu fees to satisfy the remainder of the parkland dedication requirements (0.3 acres) for the South Moscow Business Park.

The Parks and Recreation Commission considered staff's recommendation on January 26, 2023 and recommended approval of the combination of land and in lieu fees to satisfy the parkland dedication requirement for the South Moscow Business Park as described herein.

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



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

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday
May 24, 2023

7:00 PM

Council Chambers
206 E Third Street

Parish called the meeting to order at 6:59 PM

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

REGULAR AGENDA

1. Approval of April 12, 2023 Minutes (ACTION ITEM)

Seever moved for approval of the minutes as written, seconded by Wilson. Scott asked a clarifying question regarding the minutes of Agenda Item 3. Roll Call Vote; Ayes: Beebe, Gropp, Mize, Parish, Seever, Wilson (6). Nays: None. Abstentions: Scott (1). 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 51.53-Acre Property Proposed to be Annexed into the City of Moscow and Generally Located South of the South Fork of the Palouse River and East of Highway 95. Permit Applications LUP2022-0025 and LUP2022-0026 (ACTION ITEM)

1. Comprehensive Plan Land Use Designation amendment from a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural to the Auto-Urban Commercial designation.

2. Rezoning of the subject property from the combination of Motor Business (MB) and Agriculture Forestry (AF) Zone to the Motor Business (MB) Zone.

3. Proposed Preliminary Plat of a 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as SOMO Subdivision.

Ray reviewed the applications as described above, and recommended approval with two conditions for the preliminary plat. The City of Moscow does not require wetland delineation for subdivision developments, but this project does not encroach on any identified wetlands on the National Wetlands Inventory. There are no additional environmental permits required regarding the project because it is not a federal project. The intersection of the new Hwy 95 and the old Hwy 95 is not currently planned to be signaled. A portion of the old Hwy 95 section, outside of the intersection with the new Hwy 95, will be conveyed to the City which is considering a possible beautification project. The property to the northwest of the old/new Hwy 95 intersection has an approach to the north of the intersection, which would not be affected by the intersection.

The City completed a floodplain study years ago in preparation of creating a potential Southeast Moscow Industrial Park, but there has not been any work done since then.

Public Hearing opened at 7:19 PM

Jeff Motley (applicant), Moscow, introduced himself and the other owner of Two-GM, LLC and talked about the process of creating a commercial subdivision. The applicants hope that commercial businesses would find the location ideal.

Shelley Bennett, Moscow, talked about the need in Moscow for more commercial lots.

Mike Church, Moscow, thought that having commercial properties on the south end of town would be a good idea.

Jeff Mau, Moscow, supports the property being developed for commercial use.

Mike Bell, Moscow, talked about how business owners are constrained with a lack of commercial properties available.

Shelly Bennett (applicant representative), Moscow, went into more detail about the subdivision's intersection with new Hwy 95.

Public Hearing closed at 7:26 PM

The Commissioners briefly talked about how much Moscow is in need of more commercial properties.

Gropp moved for approval of the Comprehensive Plan Land Use Designation, seconded by Beebe. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Wilson moved for approval of the Rezone request, seconded by Mize. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved for approval of the Preliminary Plat, with two conditions as recommended by Staff. The motion was seconded by Beebe. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Scott moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Wilson. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

4. P&Z/City Council Joint Meeting Topics

It is anticipated that there will be a joint meeting between the City Council and the Planning and Zoning Commission in late summer/early fall and staff would like to discuss potential topics for discussion.

The Commissioners discussed possible topics for the joint meeting with City Council including parking, affordable housing, the climate action plan, densification, subdivision types, and water. After deliberation, the Commission decided to exclude the climate action plan from their proposed topics. The meeting will most likely be scheduled sometime in late summer or early fall.

5. 2023 Citizen Survey Questions (ACTION ITEM)

Commission will discuss potential survey questions which should be included within the survey sent out this year.

The Commission talked about some ideas for survey questions. Questions regarding parking and affordable housing may be included in the survey.

REPORTS

1. Transportation Commission meeting report.

None.

ANNOUNCEMENTS

A continuing education magazine was distributed for reading.

UPCOMING EVENTS/MEETINGS

The next Planning & Zoning Commission meeting is scheduled for June 14, 2023.

The next meeting will have a legislative hearing.

Parish declared the meeting adjourned at 7:49 PM



Robb Parish, Chair

**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 AN APPROXIMATELY FIFTY-ONE POINT FIVE THREE (51.53) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED SOUTH OF THE SOUTH FORK OF THE PALOUSE RIVER AND EAST OF HIGHWAY 95.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on August 2, 2022; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 24, 2022; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is an approximately 51.53-acre property proposed to be annexed into the City of Moscow and generally located south of the South Fork of the Palouse River and East of Highway 95.
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 contains a property currently used for agricultural production, a portion of Idaho Transportation Department's Highway 95 right-of-way, the southern half of the CHS Primeland property, a car detailing business, and a vacant property.
5. The applicant's original parcel is 29.46 acres in size and currently not adjacent to the City limits boundary. Consequently, the owner has worked with the City to expand the annexation area to

include four (4) additional properties who would like to be annexed at this time, bringing the total annexation area to 51.53 acres.

6. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural and the proposal is the Auto-Urban Commercial designation.
7. Auto-Urban Commercial (AU-C) designated areas,
“Provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB).”
8. The subject property is currently zoned a combination of the Motor Business (MB) and Agriculture Forestry (AF) Zones.
9. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones.
10. The subject property has property frontage along Highway 95. Highway 95 is designated as a National Highway and is developed as a 24-foot-wide paved roadway with northbound and southbound travel lanes and minimal gravel shoulders on both sides.
11. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on August 1, 2022 to discuss the proposal.
12. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the Commission concludes that it is appropriate for the property to be designated as AU-C upon annexation into the City of Moscow.

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

II. RELEVANT CRITERIA AND STANDARDS

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

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

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Planning and Zoning Commission recommends approval of the proposed Comprehensive Plan Land Use Designation change request for the 51.53-acre property from the combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural to the Auto-Urban Commercial designation with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
14th day of June, 2023.



Robb Parish, Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF AN APPROXIMATELY FIFTY-ONE POINT FIVE THREE (51.53) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED SOUTH OF THE SOUTH FORK OF THE PALOUSE RIVER AND EAST OF HIGHWAY 95 FROM THE COMBINATION OF THE AGRICULTURE FORESTRY (AF) AND MOTOR BUSINESS (MB) ZONES TO THE MOTOR BUSINESS (MB) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on August 2, 2022; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 24, 2022; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is an approximately 51.53-acre property proposed to be annexed into the City of Moscow and generally located south of the South Fork of the Palouse River and East of Highway 95.
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 contains a property currently used for agricultural production, a portion of Idaho Transportation Department's Highway 95 right-of-way, the southern half of the CHS Primeland property, a car detailing business, and a vacant property.
5. The applicant's original parcel is 29.46 acres in size and currently not adjacent to the City limits boundary. Consequently, the owner has worked with the City to expand the annexation area to include four (4) additional properties who would like to be annexed at this time, bringing the total annexation area to 51.53 acres.

6. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural and the proposal is the Auto-Urban Commercial designation.
7. Auto-Urban Commercial (AU-C) designated areas,

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

“provide for the location and grouping of compatible uses having similar operation as they involve enterprises which depend primarily on the transient motor vehicle-based trade. By concentrating such uses the City intends to increase public convenience when utilizing such services and, within the regulation, to allow such activities to render the maximum service.”
12. Uses permitted within the MB Zone include retail enterprises, offices, eating and drinking establishments, printing and publishing houses, religious institutions, residential uses, hotels and motels, off-street parking facilities, kennels, storage facilities, laundromats, and light manufacturing.
13. The subject property has property frontage along Highway 95. Highway 95 is designated as a National Highway and is developed as a 24-foot-wide paved roadway with northbound and southbound travel lanes and minimal gravel shoulders on both sides.
14. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on August 1, 2022 to discuss the proposed rezone.
15. 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 zoned Motor Business (MB) upon annexation into the City of Moscow.

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

II. RELEVANT CRITERIA AND STANDARDS

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

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the 51.53-acre property proposed to be annexed into the City of Moscow and generally located south of the South Fork of the Palouse River and East of Highway 95 from the Motor Business (MB) and Agriculture Forestry (AF) Zones to the Motor Business (MB) Zone with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
14th day of June, 2023.



Robb Parish, Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE PRELIMINARY PLAT OF A TWENTY-NINE POINT FOUR SIX (29.46) ACRE AREA OF LAND PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND LOCATED SOUTH OF THE SOUTH FORK OF THE PALOUSE RIVER AND EAST OF HIGHWAY 95, KNOWN AS SOMO 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 August 2, 2022; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 24, 2022; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is an approximately 29.46-acre property proposed to be annexed into the City of Moscow and generally located south of the South Fork of the Palouse River and East of Highway 95.
3. The subject property contains a property currently used for agricultural production.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as a combination of Auto-Urban Commercial, Industrial, and Rural and Agricultural and the proposal is the Auto-Urban Commercial designation.
5. Auto-Urban Commercial (AU-C) designated areas,

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

6. The subject property is currently zoned Agriculture Forestry (AF).
7. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones.
8. The applicant is concurrently proposing to rezone the subject property from the Agriculture Forestry (AF) Zone to the Motor Business (MB) Zone.
9. According to the City of Moscow Zoning Code, the MB Zone is intended to,

“provide for the location and grouping of compatible uses having similar operation as they involve enterprises which depend primarily on the transient motor vehicle-based trade. By concentrating such uses the City intends to increase public convenience when utilizing such services and, within the regulation, to allow such activities to render the maximum service.”
10. Uses permitted within the MB Zone include retail enterprises, offices, eating and drinking establishments, printing and publishing houses, religious institutions, residential uses, hotels and motels, off-street parking facilities, kennels, storage facilities, laundromats, and light manufacturing.
11. The applicant is proposing to subdivide the 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as SOMO Subdivision.
12. The subject property is proposed to be located within the Motor Business (MB) Zoning District which does not have minimum lot area or minimum lot width requirements. Consequently, all of the proposed lots within the subdivision meet MB Zone requirements.
13. There are two tracts in the northwest and northeast corners of the subject property that are proposed to contain stormwater detention facilities. A pedestrian pathway through Lot 3, Block 2, is intended to provide pedestrian connections to the vacant property to the south.
14. The subdivision is proposing to gain access to Highway 95 at the future intersection of new/old Highway 95. The eastern segment of the four-way intersection is proposed to be extended with a collector street referred to as SOMO Drive, through to the eastern property boundary.
15. SOMO Drive will be constructed to the City’s collector street standard which is a 34-foot paved width with two travel lanes, bike lanes on both sides, and no on-street parking. Curb, gutter, tree lawns, and sidewalks are also required on both sides of the street.
16. Water mains will be extended throughout the subdivision from the existing mains near the future intersection of new/old Highway 95. The property is considered developable in the City’s Comprehensive Water System Plan dated January 2012. The applicant will need to work with the City’s Engineering Department to model the subdivision in order to determine whether the existing system has adequate potable and fire flows to serve future uses within the proposed subdivision.
17. Sanitary sewer is proposed to be extended throughout the subdivision within the alignment of SOMO Drive to its future intersection with Highway 95.
18. Storm sewer will be piped and directed to stormwater detention ponds located within the northwest and northeast corners of the proposed 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.
19. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. Based on the preliminary plat, the net developable area is 1,031,437 square feet (sf) or

23.68 acres. The proposed Motor Business Zoning District (MB) has a requirement of 9% of parkland dedication, which requires 92,829 sf or 2.13 acres in parkland dedication.

20. The Parks and Recreation Commission considered staff's recommendation to accept a combination of 1.83 acres of parkland dedication in the floodway of the South Fork of the Palouse River for a future pathway and \$4,050.00 in parkland dedication in lieu fees to satisfy the remainder of the parkland dedication requirements (0.3 acres) for the South Moscow Business Park. The Parks and Recreation Commission considered staff's recommendation on January 26, 2023 and recommended approval of the combination of land and in lieu fees to satisfy the parkland dedication requirement for the South Moscow Business Park as described herein.
21. The subject property contains portions of the 100-year floodplain and floodway of the South Fork of the Palouse River. The SOMO subdivision is proposed to be graded such that there will be no encroachment into the floodway and there will be approximately four lots which will contain portions of the 100-year floodplain. However, the elevation of the proposed lots will be well above the base flood elevations of the 100-year floodplain.
22. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on August 1, 2022 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 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 Motor Business (MB) 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 Commercial.
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 Highway 95 which is a national highway, and includes the extension of SOMO Drive which is a designated collector street. Water and Sewer connections are readily available in the area at the old/new Highway 95 intersection. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the twenty-nine point four six (29.46) acre area of land generally located south of the South Fork of the Palouse River and East of Highway 95 within the City of Moscow with two (2) conditions:

1. 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.
2. The applicant shall gain access approval from the Idaho Transportation Department and complete any necessary mitigation for the connection of SOMO Drive to the highway system.

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

14th day of June, 2023.



Robb Parish, 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, AND GENERALLY SHOWN ON EXHIBIT “A” ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE, 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 is adjacent to City limits on at least one (1) side; and

WHEREAS, the owner of a twenty-nine point four six (29.46) acre parcel, 2-GM LLC, has requested to be annexed into the City of Moscow; and

WHEREAS, the twenty-nine point four six (29.46) acre parcel is currently not adjacent to the City limits boundary, therefore, the owner has worked with the City to expand the annexation area to include four (4) additional properties whose owners would like to be annexed at this time, bringing the total annexation area to fifty-one point five three (51.53) acres; 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 May 24, 2023; and

WHEREAS, the Moscow Mayor and City Council held a public hearing regarding this matter on October 7, 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 tract of land situated in the East 1/2 of Section 19 and the West 1/2 of Section 20, Township 39 North, Range 5 West, Boise Meridian, Latah County, State of Idaho more particularly described as follows:

Commencing at a found 2" diameter iron pipe with 3 1/2" diameter brass cap stamped "1990" and "PE/LS 2845" marking the Northeast corner of said Section 19, from which point a found 5/8" diameter rebar with 3 1/2" diameter aluminum cap stamped "2016" and "PLS 12724" marking the East 1/4 corner of said Section 19 bears South 01°06'34" West a distance of 2663.37 feet; thence, South 01°06'42" West a distance of 1823.71 feet to a point on the North line of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with 2" diameter aluminum cap stamped "LS 6449", said point being the **TRUE POINT OF BEGINNING**; thence, following along said North line, South 79°56'59" East a distance of 165.93 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 11°31'21" East a distance of 201.80 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 53°00'21" East a distance of 242.55 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 82°47'39" East a distance of 401.86 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 71°36'39" East a distance of 566.11 feet to the Northeast corner of said parcel, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534", said point being located on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 20; thence, leaving said North line and following along the East line of said parcel, South 00°55'41" West a distance of 731.48 feet to the most easterly Southeast corner of said parcel and a found 5/8" diameter rebar with cap stamped "LS 17534", said point also being the Southeast corner of the said Southwest 1/4 of the Northwest 1/4; thence, leaving said East line following along the boundary of said parcel which follows along the South line of the said Southwest 1/4 of the Northwest 1/4, North 88°29'41" West a distance of 1034.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, leaving the South line of the said Southwest 1/4 of the Northwest 1/4 and continuing along the boundary of said parcel, South 05°08'59" West a distance of 515.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, continuing along the boundary of said parcel, South 11°29'21" East a distance of 292.04 feet to a point on the East right-of-way of US Highway 95 as described in Warranty Deed No. 596245, and a found 5/8" diameter rebar with cap stamped "LS 17534", said point being the southerly corner of said parcel; thence, leaving the boundary of said parcel, South 64°43'45" West a distance of 314.60 feet to a point on the West right-of-way of said US Highway 95 as described in said deed; thence, following along said West right-of-way, North 25°20'51" West a distance of 117.40 feet to the Southwest corner of that portion of right-of-way described in Warranty Deed 596246 as Parcel A, and a found 3" diameter right-of-way brass disk in concrete stamped "323+87.06" 155.01 LT" & "PLS 10559" & "2021"; thence, leaving said West right-of-way described in Warranty Deed No. 596245 and following along the West right-of-way of said Parcel A, North 25°19'34" West a distance of 119.52 feet to the Southeast corner of that parcel described in Warranty Deed No. 562009; thence, North 24°45'38" West a distance of 637.95 feet to the Northeast corner of said parcel described in Warranty Deed No. 562009, said point also being the Southeast corner of that parcel described in Warranty Deed No. 619128; thence, North 24°45'38" West a distance of 109.31 feet to a point on the East line of said parcel described in Warranty Deed No. 619128; thence, North 24°51'22" West a distance of 113.53 feet to a found 1" diameter pin marking the Northeast corner of said parcel described in Warranty Deed No. 619128, said point also being the Southeast corner of that parcel described in Warranty Deed No. 617146; thence, leaving said West right-of-way of Parcel A and following along the South line of said parcel described in Warranty Deed No. 617146, North 89°51'55" West a distance of 328.61 feet to the Southwest corner of said parcel,

said point also being the Southeast corner of that parcel described in Personal Representatives Deed No. 594848; thence, leaving said South line and following along the East line of said parcel described in Personal Representatives Deed No. 594848, North 10°06'56" East a distance of 396.00 feet to the Northeast corner of said parcel; thence, leaving said East line and following along the North line of said parcel, North 79°53'04" West a distance of 110.06 feet to a point on the East right-of-way of US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from said point a found 1/2" diameter rebar bears South 41°18'44" West a distance of 0.62 feet; thence, leaving said North line and following along said East right-of-way, North 10°02'55" East a distance of 172.55 feet to the southerly corner of that portion of right-of-way described in Warranty Deed No. 596246 as Parcel B; thence, North 10°02'55" East a distance of 131.52 feet to a point; thence, leaving said East right-of-way, North 80°13'16" West a distance of 100.00 feet to the West right-of-way of said US Highway 95 and a found 5/8" diameter rebar, said point also being the Southeast corner of that parcel of land described in Warranty Deed No. 381241; thence, following along the South line of said parcel, South 87°42'38" West a distance of 137.74 feet to the Southwest corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said South line and following along the West line of said parcel, North 29°53'10" West a distance of 246.13 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 04°56'45" East a distance of 128.19 feet to a point described in City of Moscow Ordinance No. 2020-12, Recording No. 610377; thence, leaving said West line, North 87°49'38" East a distance of 0.53 feet to the Southwest corner of that parcel of land dedicated to the City of Moscow in Deed No. 337015, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, following along the South line of said dedicated parcel, North 87°49'38" East a distance of 310.47 feet to the West right-of-way of said US Highway 95, and a found 5/8" diameter rebar with cap marked "3003", said point also being the Southeast corner of said dedicated parcel; thence, leaving said South line and following along said West right-of-way, North 10°02'55" East a distance of 941.06 feet to a point on the city limits of the City of Moscow; thence, leaving said West right-of-way and following along said line of city limits, South 60°18'14" East a distance of 106.18 feet to a point on the East right-of-way of said US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from which point a found 3" diameter brass disk in concrete stamped "353+25.86 46.83 RT" and "PLS 10559" and "2021" bears North 60°18'14" West a distance of 0.67 feet; thence, leaving said line of city limits and following along said East right-of-way, South 10°02'55" West a distance of 329.64 feet to the Northwest corner of that parcel of land described in Quitclaim Deed No. 590472; thence, leaving said East right-of-way and following along the North line of said parcel, North 88°08'13" East a distance of 88.37 feet to a found 3" diameter right-of-way brass disk in concrete stamped "350+06.59 130.83 RT" and "PLS 10559" and "2021"; thence, North 88°08'13" East a distance of 75.56 feet to the Northeast corner of said parcel and a found 5/8" diameter rebar with illegible yellow plastic cap; thence, leaving said North line and following along the Northeast line of said parcel, South 40°14'03" East a distance of 182.75 feet to a found 5/8" diameter rebar; thence, South 58°37'02" East a distance of 162.68 feet to the Southeast corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said Northeast line and following along the South line of said parcel, North 79°20'24" West a distance of 364.34 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel B, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said South line and following along the East line of said

Parcel B, South 09°10'52" West a distance of 114.84 feet to a found 5/8" diameter rebar with cap marked "LS 17534"; thence, South 02°32'22" West a distance of 95.47 feet to the Northeast corner of that parcel described in Warranty Deed No. 618566, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line of Parcel B and following along the East line of said parcel described in Warranty Deed No. 618566, South 02°32'22" West a distance of 61.81 feet to a found 3" diameter right-of-way brass disk in concrete stamped "345+60.00 93.00 RT" and "PLS 10559" and "2021"; thence, South 08°24'54" East a distance of 105.96 feet to a found 3" diameter right-of-way brass disk in concrete stamped "344+50.00 100.00 RT" and "PLS 10559" and "2021"; thence, South 11°42'24" East a distance of 144.09 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel A, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line and following along the East line of said Parcel A, South 11°32'37" East a distance of 82.14 feet to the Northwest corner of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with cap marked "LS 17534", said point also being the Northeast corner of that tract of land described in Warranty Deed No. 596246 as Parcel A; thence, leaving said East line and following along the North line of said parcel described in Warranty Deed No. 618609, South 79°56'59" East a distance of 508.88 feet to the **TRUE POINT OF BEGINNING**.

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

Said tract contains 51.53 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 _____

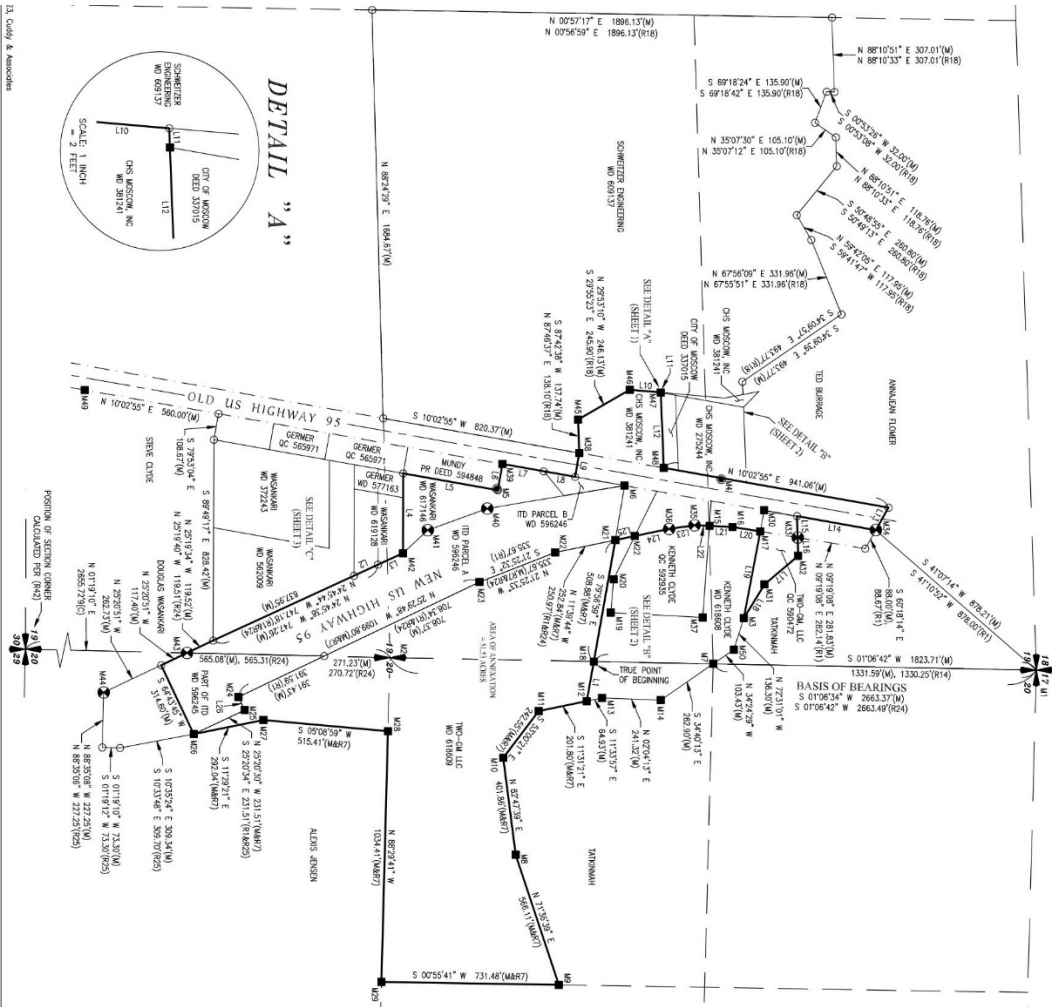
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of October, 2024.

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”



RECORD OF SURVEY

LEGEND:



Section corner



1/4 section corner



Found brass on monument as noted



Rebar - found

Rebar - set 3/8" diameter, 30" long, note
with photos, cap stamped TCS 11855

●

Sheet 1: AMUNDATION BOUNDARY

DETAIL "A"

BASIS OF BEARINGS

LENSD

LINE TABLE

Sheet 2: DETAIL "B"

REMARKS

LENSD

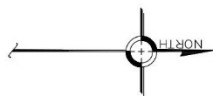
Sheet 3: DETAIL "C"

REFERENCE TABLE

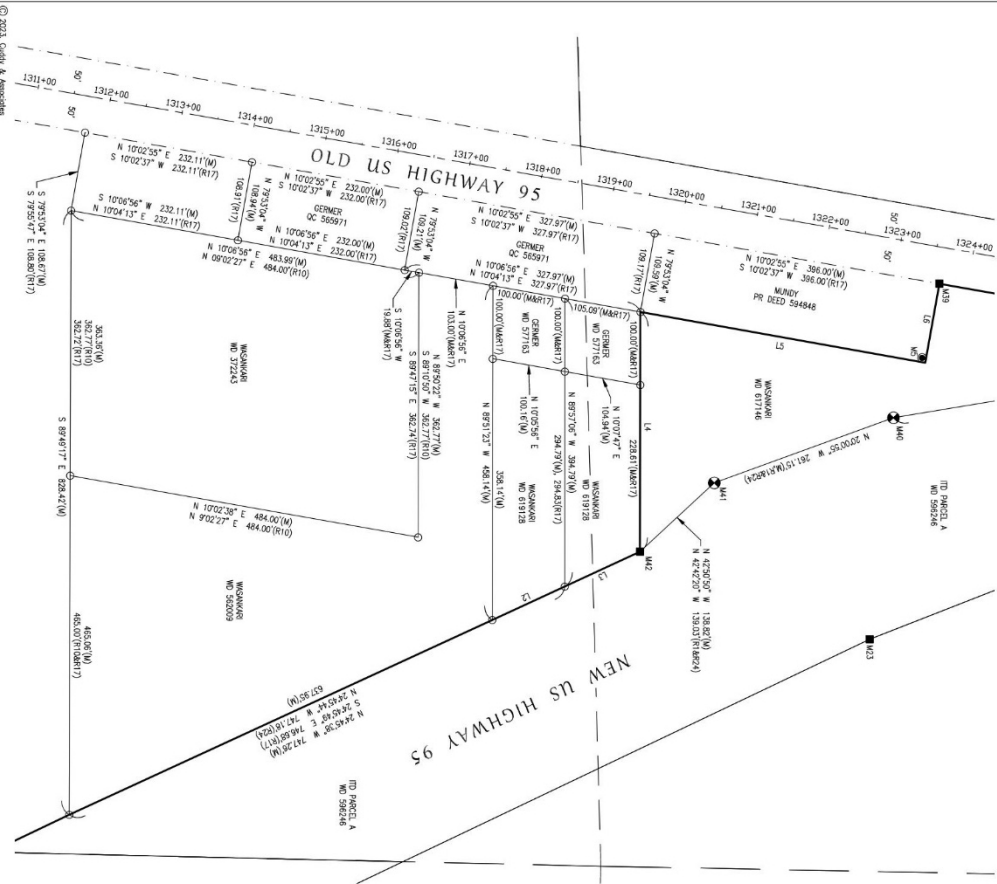
Sheet 4: MONUMENT TABLE

Found as noted Description Set as noted

RECORD OF SURVEY



R#	Document	No.	Inst. No.	Date
R1	US Highway 95 Plan & Profile			January, 2020
R2	Federal Aid Project			
R3	Mo. Div-461-410(56)			
R4	Record of Survey	336475		May, 1984
R5	Record of Survey	387155		October, 1991
R6	Record of Survey	443032		May, 1999
R7	Record of Survey	483519		December, 2003
R8	Record of Survey	4838367		May, 2004
R9	Amended Record of Survey	617710		April, 2021
R10	Record of Survey	536868		April, 2010
R11	Record of Survey	548879		March, 2014
R12	Record of Survey	510684		February, 2014
R13	Record of Survey	517923		April, 2016
R14	Record of Survey	591041		March, 2018
R15	Record of Survey	5922787		June, 2018
R16	Record of Survey	4253080		July, 2000
R17	Record of Survey	524149		October, 2008
R18	Record of Survey	534938		May, 2012
R19	Record of Survey	534934		May, 2012
R20	Record of Survey	343466		May, 1983
R21	Came Preparation & Filing Record	362437		May, 1981
R22	Came Preparation & Filing Record	580663		August, 2016
R23	Warranty Deed	609137		September, 2020
R24	Warranty Deed	618899		September, 2021
R25	Warranty Deed	598246		December, 2018
R26	Warranty Deed	592035		February, 2018
R27	Quitclaim Deed	580422		June, 2018
R28	Warranty Deed	617146		October, 2021
R29	Warranty Deed	619126		October, 2021
R30	Warranty Deed	5420209		October, 2013
R31	Warranty Deed	517263		July, 1989
R32	Deed of Distribution by Personal Rep.	517263		September, 2018
R33	Warranty Deed	517163		September, 2018
R34	Warranty Deed	517163		September, 2016
R35	Deed of Dedication & Concession	381241		May, 1984
R36	Warranty Deed	2195244		May, 1975
R37	Warranty Deed	609137		September, 2020
R38	Warranty Deed	618898		September, 2021
R39	Quitclaim Deed	621033		September, 2021
R40	Quitclaim Deed	621033		January, 2021
R41	Quitclaim Deed	610377		May, 2022
R42	Partially Record of Survey	610377		November, 2020
R43	Reference No. 2020-12	604559		September, 2020
R44	Warranty Deed	618586		September, 2021



BEING A REGISTERED SURVEYOR | BRADLEY C. CUDRY
DO HEREBY CERTIFY THAT THE RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
OBTAINED FROM THE NOTES OF AN ACTUAL SURVEY
CONDUCTED BY ME AND UNDER MY DIRECTION AND
CONTROL. I AM A LICENSED SURVEYOR IN THE STATE OF
DELAWARE AND THE DATE OF MY EXPIRING LICENSE IS
THE CLOSEST

PRELIMINARY

SURVEYOR'S CERTIFICATE

DATE _____

BRADLEY C. CUDRY, PLS. 9165



DOCUMENTS PREPARED WITH THIS SURVEY

133 Johnson Ave.
Owensboro, KY 40301

C **UDDY**
A
ASSOCIATES, INC.

INTERNET SURVEYORS

(202) 871-6613
Internet: www.cuddyassociates.com

PROJECT: Midway-Mission - Amendment
SHEET: 3 OF 4
SHEET: 3 OF 4
DATE: 04-29-2003
THE LAST AMENDED: 05-02-2003
THE NAME: Midway-Mission - Amendment Drawing-1
THE DATE: 04-29-2003
THE DRAWING: 1

RECORD OF SURVEY
Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

MONUMENT TABLE:

U1	FOUND 2" DUAL IRON PIPE WITH 3 1/2" DUAL BRASS CAP MARKED "1997" & "76/LS 2845" SEE CDR# 584423
U2	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "2010" & "74S 12721" SEE CDR# 580583
U3	FOUND 5/8" DUAL REBAR WITH CAP MARKED "6449"
U4	FOUND 3 1/2" DUAL BRASS CAP, TID SP CONTROL NETWORK MONUMENT SET IN 1975
U5	FOUND 3 1/2" DUAL BRASS CAP, TID SP CONTROL NETWORK MONUMENT SET IN 1975
U6	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 6449"
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U99	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 6449"
U100	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 6449"

RECORDED'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF LATAH } SS
FILED FOR RECORD }
AT THE REQUEST OF }
COUNTY RECORDER }
BY }
FEE \$ }
RECORDED NUMBER }
DATE }

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDRY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COUNTED FROM THE NOTES OF AN ACTUAL SURVEY
AND THE LAWS OF THE STATE OF IDAHO. I REQUEST
OF JEFF MOTLEY.
PRELIMINARY
BRADLEY C. CUDRY, PLS 9185
DATE

DOCUMENTS PREPARED WITH THIS SURVEY

193 Madison Ave.
BOISE, IDAHO 83725
SHEET COMPLETED 04-29-2023
FILE NAME: Maddy-Messiah - Meridian Driveway.dwg
LOCATION: S.19 & S.20, T.39N, R.5W, BLM LATAH CO

UNIDY
ASSOCIATES, INC.
1000 N. 10th St.
BOISE, IDAHO 83725
SHEET 4 OF 4

1000 N. 10th St.
BOISE, IDAHO 83725
SHEET 4 OF 4

ORDINANCE 2024 – SOMO ANNEX

Page 232

PAGE 9 OF 9

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 FIFTY-ONE POINT FIVE THREE (51.53) ACRE PROPERTY, LEGALLY DESCRIBED AND INCORPORATED HEREIN BY THIS REFERENCE, AS AUTO-URBAN COMMERCIAL; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the owner of a twenty-nine point four six (29.46) acre parcel, 2-GM LLC, has requested to be annexed into the City of Moscow; and

WHEREAS, the twenty-nine point four six (29.46) acre parcel is currently not adjacent to the City limits boundary, therefore, the owner has worked with the City to expand the annexation area to include four (4) additional properties to be annexed at this time, bringing the total annexation area to fifty-one point five three (51.53) acres; and

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

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

WHEREAS, the Planning and Zoning Commission, after conducting a duly noticed public hearing on May 24, 2023, recommended that the Comprehensive Plan Land Use Designation of the subject property be Auto-Urban Commercial upon annexation into the City of Moscow; and

WHEREAS, the Moscow City Council conducted a public hearing on October 7, 2024, and passed a motion to approve the designation of the subject property as Auto-Urban Commercial upon Annexation;

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

SECTION 1: That the Comprehensive Plan Land Use Designation of the fifty-one point five three (51.53) acre property legally described below, be designated as Auto-Urban Commercial upon annexation into the City of Moscow, Idaho.

A tract of land situated in the East 1/2 of Section 19 and the West 1/2 of Section 20, Township 39 North, Range 5 West, Boise Meridian, Latah County, State of Idaho more particularly described as follows:

Commencing at a found 2" diameter iron pipe with 3 1/2" diameter brass cap stamped "1990" and "PE/LS 2845" marking the Northeast corner of said Section 19, from which point a found 5/8" diameter rebar with 3 1/2" diameter aluminum cap stamped "2016" and "PLS 12724" marking the East 1/4 corner of said Section 19 bears South 01°06'34" West a distance of 2663.37 feet; thence, South 01°06'42" West a distance of 1823.71 feet to a point on the North line of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with 2" diameter aluminum cap stamped "LS 6449", said point being the **TRUE POINT OF BEGINNING**; thence, following along said North line, South 79°56'59" East a distance of 165.93 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 11°31'21" East a distance of 201.80 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 53°00'21" East a distance of 242.55 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 82°47'39" East a distance of 401.86 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 71°36'39" East a distance of 566.11 feet to the Northeast corner of said parcel, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534", said point being located on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 20; thence, leaving said North line and following along the East line of said parcel, South 00°55'41" West a distance of 731.48 feet to the most easterly Southeast corner of said parcel and a found 5/8" diameter rebar with cap stamped "LS 17534", said point also being the Southeast corner of the said Southwest 1/4 of the Northwest 1/4; thence, leaving said East line following along the boundary of said parcel which follows along the South line of the said Southwest 1/4 of the Northwest 1/4, North 88°29'41" West a distance of 1034.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, leaving the South line of the said Southwest 1/4 of the Northwest 1/4 and continuing along the boundary of said parcel, South 05°08'59" West a distance of 515.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, continuing along the boundary of said parcel, South 11°29'21" East a distance of 292.04 feet to a point on the East right-of-way of US Highway 95 as described in Warranty Deed No. 596245, and a found 5/8" diameter rebar with cap stamped "LS 17534", said point being the southerly corner of said parcel; thence, leaving the boundary of said parcel, South 64°43'45" West a distance of 314.60 feet to a point on the West right-of-way of said US Highway 95 as described in said deed; thence, following along said West right-of-way, North 25°20'51" West a distance of 117.40 feet to the Southwest corner of that portion of right-of-way described in Warranty Deed 596246 as Parcel A, and a found 3" diameter right-of-way brass disk in concrete stamped "323+87.06" 155.01 LT" & "PLS 10559" & "2021"; thence, leaving said West right-of-way described in Warranty Deed No. 596245 and following along the West right-of-way of said Parcel A, North 25°19'34" West a distance of 119.52 feet to the Southeast corner of that parcel described in Warranty Deed No. 562009; thence, North 24°45'38" West a distance of 637.95 feet to the Northeast corner of said parcel described in Warranty Deed No. 562009, said point also being the Southeast corner of that parcel described in Warranty Deed No. 619128; thence, North 24°45'38" West a distance of 109.31 feet to a point on the East line of said parcel described in Warranty Deed No. 619128; thence, North 24°51'22" West a distance of 113.53 feet to a found 1" diameter pin marking the Northeast corner of said parcel described in Warranty Deed No. 619128, said point also being the Southeast corner of that parcel described in Warranty Deed No. 617146; thence, leaving said West right-of-way of Parcel A and following along the South line of said parcel described in Warranty Deed No. 617146, North 89°51'55" West a distance of 328.61 feet to the Southwest corner of said parcel,

said point also being the Southeast corner of that parcel described in Personal Representatives Deed No. 594848; thence, leaving said South line and following along the East line of said parcel described in Personal Representatives Deed No. 594848, North 10°06'56" East a distance of 396.00 feet to the Northeast corner of said parcel; thence, leaving said East line and following along the North line of said parcel, North 79°53'04" West a distance of 110.06 feet to a point on the East right-of-way of US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from said point a found 1/2" diameter rebar bears South 41°18'44" West a distance of 0.62 feet; thence, leaving said North line and following along said East right-of-way, North 10°02'55" East a distance of 172.55 feet to the southerly corner of that portion of right-of-way described in Warranty Deed No. 596246 as Parcel B; thence, North 10°02'55" East a distance of 131.52 feet to a point; thence, leaving said East right-of-way, North 80°13'16" West a distance of 100.00 feet to the West right-of-way of said US Highway 95 and a found 5/8" diameter rebar, said point also being the Southeast corner of that parcel of land described in Warranty Deed No. 381241; thence, following along the South line of said parcel, South 87°42'38" West a distance of 137.74 feet to the Southwest corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said South line and following along the West line of said parcel, North 29°53'10" West a distance of 246.13 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 04°56'45" East a distance of 128.19 feet to a point described in City of Moscow Ordinance No. 2020-12, Recording No. 610377; thence, leaving said West line, North 87°49'38" East a distance of 0.53 feet to the Southwest corner of that parcel of land dedicated to the City of Moscow in Deed No. 337015, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, following along the South line of said dedicated parcel, North 87°49'38" East a distance of 310.47 feet to the West right-of-way of said US Highway 95, and a found 5/8" diameter rebar with cap marked "3003", said point also being the Southeast corner of said dedicated parcel; thence, leaving said South line and following along said West right-of-way, North 10°02'55" East a distance of 941.06 feet to a point on the city limits of the City of Moscow; thence, leaving said West right-of-way and following along said line of city limits, South 60°18'14" East a distance of 106.18 feet to a point on the East right-of-way of said US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from which point a found 3" diameter brass disk in concrete stamped "353+25.86 46.83 RT" and "PLS 10559" and "2021" bears North 60°18'14" West a distance of 0.67 feet; thence, leaving said line of city limits and following along said East right-of-way, South 10°02'55" West a distance of 329.64 feet to the Northwest corner of that parcel of land described in Quitclaim Deed No. 590472; thence, leaving said East right-of-way and following along the North line of said parcel, North 88°08'13" East a distance of 88.37 feet to a found 3" diameter right-of-way brass disk in concrete stamped "350+06.59 130.83 RT" and "PLS 10559" and "2021"; thence, North 88°08'13" East a distance of 75.56 feet to the Northeast corner of said parcel and a found 5/8" diameter rebar with illegible yellow plastic cap; thence, leaving said North line and following along the Northeast line of said parcel, South 40°14'03" East a distance of 182.75 feet to a found 5/8" diameter rebar; thence, South 58°37'02" East a distance of 162.68 feet to the Southeast corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said Northeast line and following along the South line of said parcel, North 79°20'24" West a distance of 364.34 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel B, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said South line and following along the East line of said

Parcel B, South 09°10'52" West a distance of 114.84 feet to a found 5/8" diameter rebar with cap marked "LS 17534"; thence, South 02°32'22" West a distance of 95.47 feet to the Northeast corner of that parcel described in Warranty Deed No. 618566, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line of Parcel B and following along the East line of said parcel described in Warranty Deed No. 618566, South 02°32'22" West a distance of 61.81 feet to a found 3" diameter right-of-way brass disk in concrete stamped "345+60.00 93.00 RT" and "PLS 10559" and "2021"; thence, South 08°24'54" East a distance of 105.96 feet to a found 3" diameter right-of-way brass disk in concrete stamped "344+50.00 100.00 RT" and "PLS 10559" and "2021"; thence, South 11°42'24" East a distance of 144.09 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel A, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line and following along the East line of said Parcel A, South 11°32'37" East a distance of 82.14 feet to the Northwest corner of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with cap marked "LS 17534", said point also being the Northeast corner of that tract of land described in Warranty Deed No. 596246 as Parcel A; thence, leaving said East line and following along the North line of said parcel described in Warranty Deed No. 618609, South 79°56'59" East a distance of 508.88 feet to the **TRUE POINT OF BEGINNING**.

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

Said tract contains 51.53 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	_____	_____	_____	_____

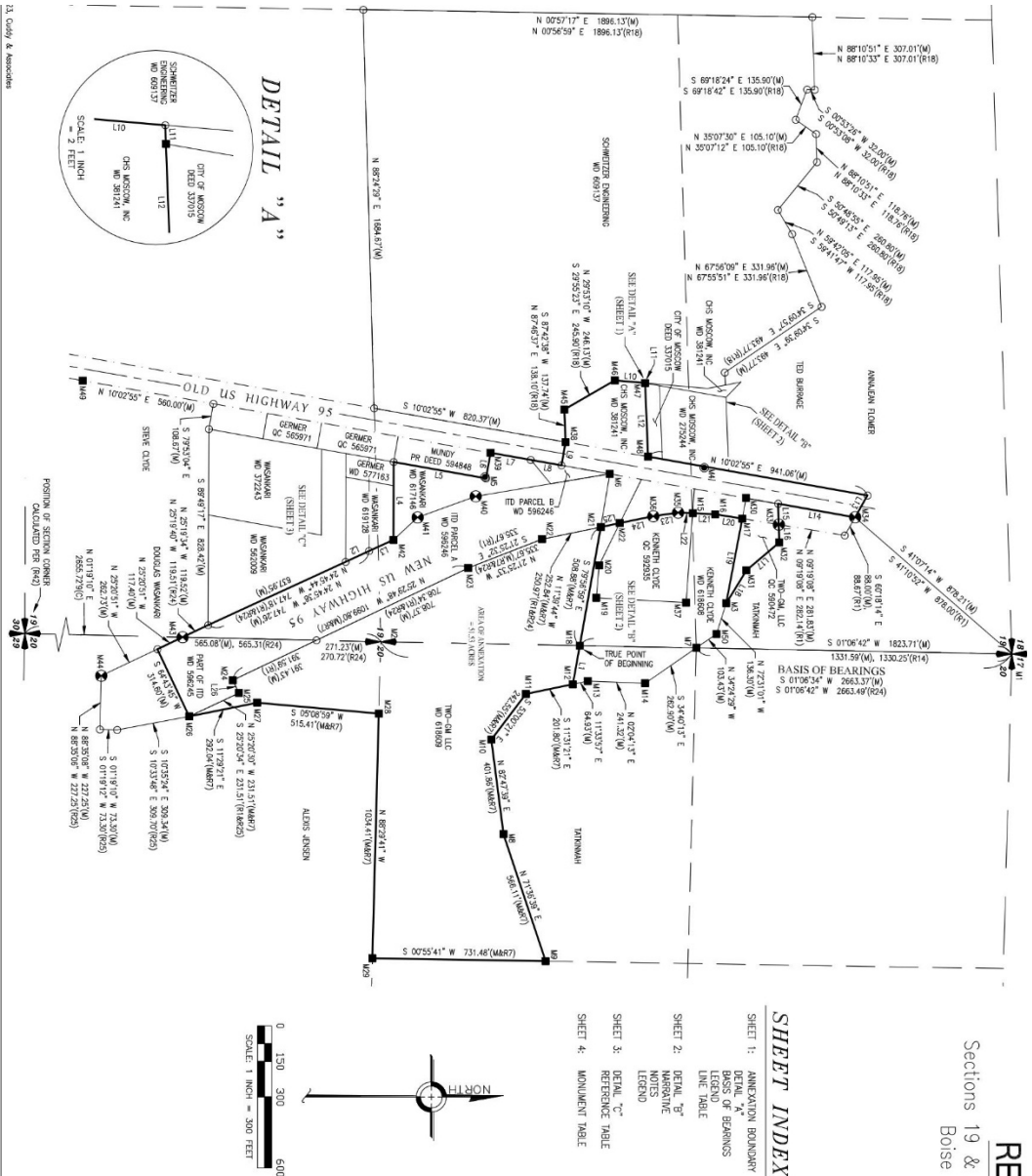
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of October, 2024.

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

EXHIBIT “A”



RECORD OF SURVEY

[illegible]

	Legend:	Description	Sell as noted
		Section corner	
		1/4 section corner	
		Found flow measurement in road	
		Found cross cut monument on road	
		Road - Found	
		Pacer - set 5/8" diameter, 30" long rebar with plastic cap stamped "TUS 5185"	
(u)	○	Circulator point, Nothing found or set this survey.	
(m)	Measured		
(r)	Reference		
(rf)	Reference		
(l)	Line reference		
(u)	Use reference		
WD	Worried dead		
QC	Quadrant change		
MD	Mileage		
TD	Tieback transportation department		
Flow	Right-of-way		
OPR	Corner Population and Firm Record (w/ instrument #)		
	Attention Boundary		
	Section line		
	Section line extension line		
	Centerline		
	Right-of-way		

ORDER'S CERTIFICATE
 : ID#RD _____ } SS _____
 OF LAWN _____
 & RECORD _____ AT _____
 REQUEST OF _____
 _____ COUNTY RECORDER
 _____ DEPUTY

SURETYPON'S CERTIFICATE

BEING A REGISTERED SURETYOR, I, BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURETY HEREIN SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURETYOR BY ME AND UNDER MY DIRECTION, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, IN RESPONSE TO THE REQUEST OF JEFF MOTLEY.

APR 9 1965
STATE OF IDAHO
BRADLEY C. CUDDY
PROFESSIONAL LAND SURVEYOR

DOCUMENTS PREPARED WITH THIS SURVEY

C UDDY
A^{SSOCIATES, INC.}

LEONARD SILVERMAN

198 Ashmun Ave.
Oxford, MD 20644

(703) 974-6649
leonardsilverman@aol.com

PROJECT: Webby-Messcom - Animation

SUNSET COMPLETED: 04-29-2023

FYE LAST MODIFIED: 05-02-2023

DOWNS BY: JPH

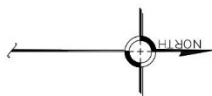
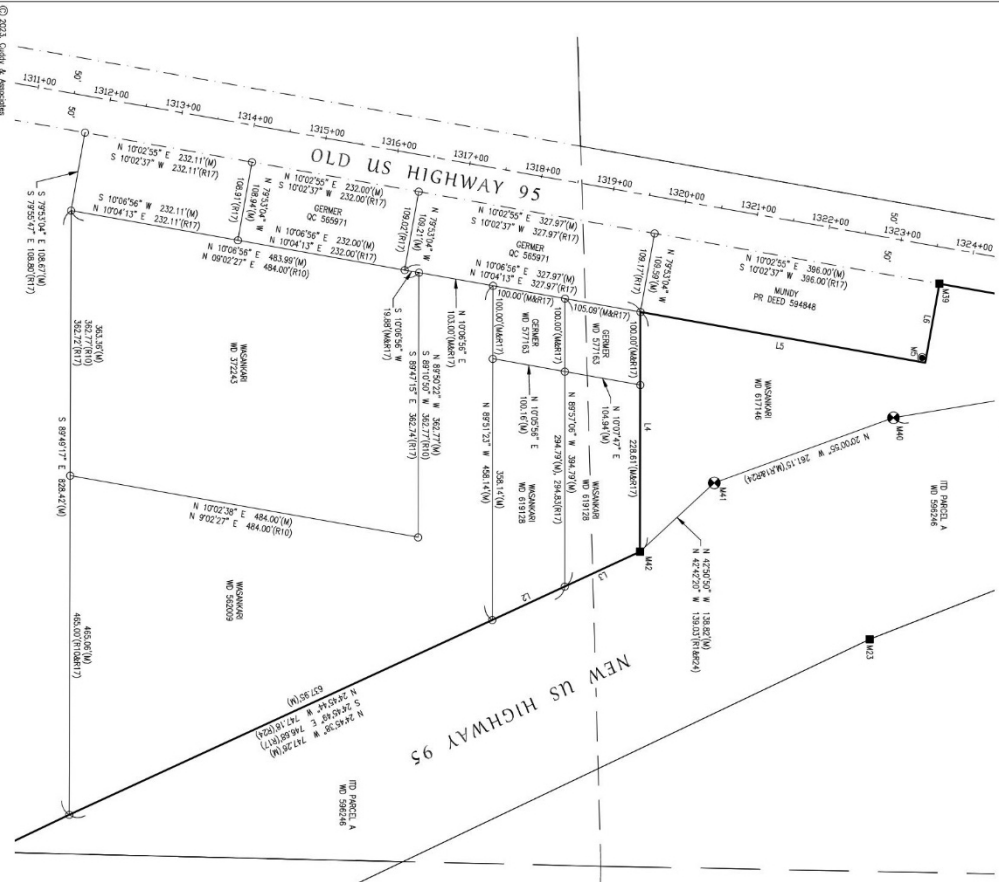
CHECKED BY: BOC

SHEET: 1 OF 4

PLOT SHEET: Plotting... 05/02/2023

RECORD OF SURVEY

0 50 100 200
SCALE: 1 INCH = 100 FEET

[illegible]

9165

DOCUMENTS PREPARED WITH THIS SURVEY

C
UNIVERSITY
A
SOCIETIES, INC.

Engineering Solutions, Inc.

(620)-775-6143
br@engsolutions.net
www.engsolutions.net

PROJECT: Midway-Holston - Meriden
SIGNED: COMPLETED: 04-29-2023
THE LAST MODIFIED: 05-02-2023
PROJECT: Midway-Holston - Meriden
LOCATION: S.W. 8 520 N. 17th Rm. 1424 CH. IN

RECORD OF SURVEY
Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

MONUMENT TABLE:

U1	FOUND 2" DUAL IRON PIPE WITH 3 1/2" DUAL BRASS CAP MARKED "1997" & "76/LS 2845" SEE CDR 584423
U2	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "2010" & "74/S 127471" SEE CDR 580583
U3	FOUND 5/8" DUAL REBAR WITH CAP MARKED "6449"
U4	FOUND 3 1/2" DUAL BRASS CAP, NO SP CONTROL, NETWORK MONUMENT SET IN 1975
U5	FOUND 3 1/2" DUAL BRASS CAP, NO SP CONTROL, NETWORK MONUMENT SET IN 1975
U6	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"
U7	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"
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U95	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"
U96	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"
U97	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"
U98	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"
U99	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"
U100	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "S 6449"

RECORDED'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF LATAH } SS
FILED FOR RECORD }
AT THE REQUEST OF }
COUNTY RECORDER }
BY }
FEE \$ }
RECORDED NUMBER }
DATE }

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I, BRADLEY C. CUDDY, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY OF THE LANDS OF THE STATE OF IDAHO, IN THE DISTRICT OF JEFF MOTLEY.

PRELIMINARY

BRADLEY C. CUDDY, PLS 9185

DATE

DOCUMENTS PREPARED WITH THIS SURVEY

103 Johnson Ave.
BOISE, IDAHO 83725
SHEET COMPLETED 04-29-2023
FILE NAME: Maddy-Messiah - Meridian Boundary.dwg
LOCATION: S.19 & S.20, T.39N, R.5W, BLM LATAH CO

103 Johnson Ave.
BOISE, IDAHO 83725
SHEET COMPLETED 04-29-2023
FILE NAME: Maddy-Messiah - Meridian Boundary.dwg
LOCATION: S.19 & S.20, T.39N, R.5W, BLM LATAH CO

RESOLUTION 2024 – SOMO COMP PLAN

Page 241

PAGE 9 OF 9

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 FIFTY-ONE POINT FIVE THREE (51.53) ACRE PROPERTY, DESCRIBED IN SECTION 2, FROM MOTOR BUSINESS (MB) AND AGRICULTURE FORESTRY (AF) TO MOTOR BUSINESS (MB); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance (see Exhibit “A”) is located within the Moscow Area of City Impact; and

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

WHEREAS, the proposed change is to adopt the Motor Business (MB) Zone; 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 May 24, 2023, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property MB; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this rezoning on October 7, 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 tract of land situated in the East 1/2 of Section 19 and the West 1/2 of Section 20, Township 39 North, Range 5 West, Boise Meridian, Latah County, State of Idaho more particularly described as follows:

Commencing at a found 2" diameter iron pipe with 3 1/2" diameter brass cap stamped "1990" and "PE/LS 2845" marking the Northeast corner of said Section 19, from which point a found 5/8" diameter rebar with 3 1/2" diameter aluminum cap stamped "2016" and "PLS 12724" marking the East 1/4 corner of said Section 19 bears South 01°06'34" West a distance of 2663.37 feet; thence, South 01°06'42" West a distance of 1823.71 feet to a point on the North line of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with 2" diameter aluminum cap stamped "LS 6449", said point being the **TRUE POINT OF BEGINNING**; thence, following along said North line, South 79°56'59" East a distance of 165.93 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 11°31'21" East a distance of 201.80 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, South 53°00'21" East a distance of 242.55 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 82°47'39" East a distance of 401.86 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 71°36'39" East a distance of 566.11 feet to the Northeast corner of said parcel, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534", said point being located on the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 20; thence, leaving said North line and following along the East line of said parcel, South 00°55'41" West a distance of 731.48 feet to the most easterly Southeast corner of said parcel and a found 5/8" diameter rebar with cap stamped "LS 17534", said point also being the Southeast corner of the said Southwest 1/4 of the Northwest 1/4; thence, leaving said East line following along the boundary of said parcel which follows along the South line of the said Southwest 1/4 of the Northwest 1/4, North 88°29'41" West a distance of 1034.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, leaving the South line of the said Southwest 1/4 of the Northwest 1/4 and continuing along the boundary of said parcel, South 05°08'59" West a distance of 515.41 feet to a found 5/8" diameter rebar with cap stamped "LS 17534"; thence, continuing along the boundary of said parcel, South 11°29'21" East a distance of 292.04 feet to a point on the East right-of-way of US Highway 95 as described in Warranty Deed No. 596245, and a found 5/8" diameter rebar with cap stamped "LS 17534", said point being the southerly corner of said parcel; thence, leaving the boundary of said parcel, South 64°43'45" West a distance of 314.60 feet to a point on the West right-of-way of said US Highway 95 as described in said deed; thence, following along said West right-of-way, North 25°20'51" West a distance of 117.40 feet to the Southwest corner of that portion of right-of-way described in Warranty Deed 596246 as Parcel A, and a found 3" diameter right-of-way brass disk in concrete stamped "323+87.06" 155.01 LT" & "PLS 10559" & "2021"; thence, leaving said West right-of-way described in Warranty Deed No. 596245 and following along the West right-of-way of said Parcel A, North 25°19'34" West a distance of 119.52 feet to the Southeast corner of that parcel described in Warranty Deed No. 562009; thence, North 24°45'38" West a distance of 637.95 feet to the Northeast corner of said parcel described in Warranty Deed No. 562009, said point also being the Southeast corner of that parcel described in Warranty Deed No. 619128; thence, North 24°45'38" West a distance of 109.31 feet to a point on the East line of said parcel described in Warranty Deed No. 619128; thence, North 24°51'22" West a distance of 113.53 feet to a found 1" diameter pin marking the Northeast corner of said parcel described in Warranty Deed No. 619128, said point also being the Southeast corner of that parcel described in Warranty Deed No. 617146; thence, leaving said West right-of-way of Parcel A and following along the South line of said parcel described in Warranty Deed No. 617146, North 89°51'55" West a distance of 328.61 feet to the Southwest corner of said parcel,

said point also being the Southeast corner of that parcel described in Personal Representatives Deed No. 594848; thence, leaving said South line and following along the East line of said parcel described in Personal Representatives Deed No. 594848, North 10°06'56" East a distance of 396.00 feet to the Northeast corner of said parcel; thence, leaving said East line and following along the North line of said parcel, North 79°53'04" West a distance of 110.06 feet to a point on the East right-of-way of US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from said point a found 1/2" diameter rebar bears South 41°18'44" West a distance of 0.62 feet; thence, leaving said North line and following along said East right-of-way, North 10°02'55" East a distance of 172.55 feet to the southerly corner of that portion of right-of-way described in Warranty Deed No. 596246 as Parcel B; thence, North 10°02'55" East a distance of 131.52 feet to a point; thence, leaving said East right-of-way, North 80°13'16" West a distance of 100.00 feet to the West right-of-way of said US Highway 95 and a found 5/8" diameter rebar, said point also being the Southeast corner of that parcel of land described in Warranty Deed No. 381241; thence, following along the South line of said parcel, South 87°42'38" West a distance of 137.74 feet to the Southwest corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said South line and following along the West line of said parcel, North 29°53'10" West a distance of 246.13 feet to a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, North 04°56'45" East a distance of 128.19 feet to a point described in City of Moscow Ordinance No. 2020-12, Recording No. 610377; thence, leaving said West line, North 87°49'38" East a distance of 0.53 feet to the Southwest corner of that parcel of land dedicated to the City of Moscow in Deed No. 337015, and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, following along the South line of said dedicated parcel, North 87°49'38" East a distance of 310.47 feet to the West right-of-way of said US Highway 95, and a found 5/8" diameter rebar with cap marked "3003", said point also being the Southeast corner of said dedicated parcel; thence, leaving said South line and following along said West right-of-way, North 10°02'55" East a distance of 941.06 feet to a point on the city limits of the City of Moscow; thence, leaving said West right-of-way and following along said line of city limits, South 60°18'14" East a distance of 106.18 feet to a point on the East right-of-way of said US Highway 95 as set forth in ITD Federal Aid Project No. 18-A(2), from which point a found 3" diameter brass disk in concrete stamped "353+25.86 46.83 RT" and "PLS 10559" and "2021" bears North 60°18'14" West a distance of 0.67 feet; thence, leaving said line of city limits and following along said East right-of-way, South 10°02'55" West a distance of 329.64 feet to the Northwest corner of that parcel of land described in Quitclaim Deed No. 590472; thence, leaving said East right-of-way and following along the North line of said parcel, North 88°08'13" East a distance of 88.37 feet to a found 3" diameter right-of-way brass disk in concrete stamped "350+06.59 130.83 RT" and "PLS 10559" and "2021"; thence, North 88°08'13" East a distance of 75.56 feet to the Northeast corner of said parcel and a found 5/8" diameter rebar with illegible yellow plastic cap; thence, leaving said North line and following along the Northeast line of said parcel, South 40°14'03" East a distance of 182.75 feet to a found 5/8" diameter rebar; thence, South 58°37'02" East a distance of 162.68 feet to the Southeast corner of said parcel and a found 5/8" diameter rebar with aluminum cap stamped "LS 17534"; thence, leaving said Northeast line and following along the South line of said parcel, North 79°20'24" West a distance of 364.34 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel B, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said South line and following along the East line of said

Parcel B, South 09°10'52" West a distance of 114.84 feet to a found 5/8" diameter rebar with cap marked "LS 17534"; thence, South 02°32'22" West a distance of 95.47 feet to the Northeast corner of that parcel described in Warranty Deed No. 618566, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line of Parcel B and following along the East line of said parcel described in Warranty Deed No. 618566, South 02°32'22" West a distance of 61.81 feet to a found 3" diameter right-of-way brass disk in concrete stamped "345+60.00 93.00 RT" and "PLS 10559" and "2021"; thence, South 08°24'54" East a distance of 105.96 feet to a found 3" diameter right-of-way brass disk in concrete stamped "344+50.00 100.00 RT" and "PLS 10559" and "2021"; thence, South 11°42'24" East a distance of 144.09 feet to the Northeast corner of that parcel described in Warranty Deed No. 604529 as Parcel A, and a found 5/8" diameter rebar with cap marked "LS 17534"; thence, leaving said East line and following along the East line of said Parcel A, South 11°32'37" East a distance of 82.14 feet to the Northwest corner of that parcel described in Warranty Deed No. 618609, and a found 5/8" diameter rebar with cap marked "LS 17534", said point also being the Northeast corner of that tract of land described in Warranty Deed No. 596246 as Parcel A; thence, leaving said East line and following along the North line of said parcel described in Warranty Deed No. 618609, South 79°56'59" East a distance of 508.88 feet to the **TRUE POINT OF BEGINNING**.

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

Said tract contains 51.53 acres, more or less.

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

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

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

PASSED on Motion by the Following Vote:

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

Julia Parker _____
Bryce Blankenship _____

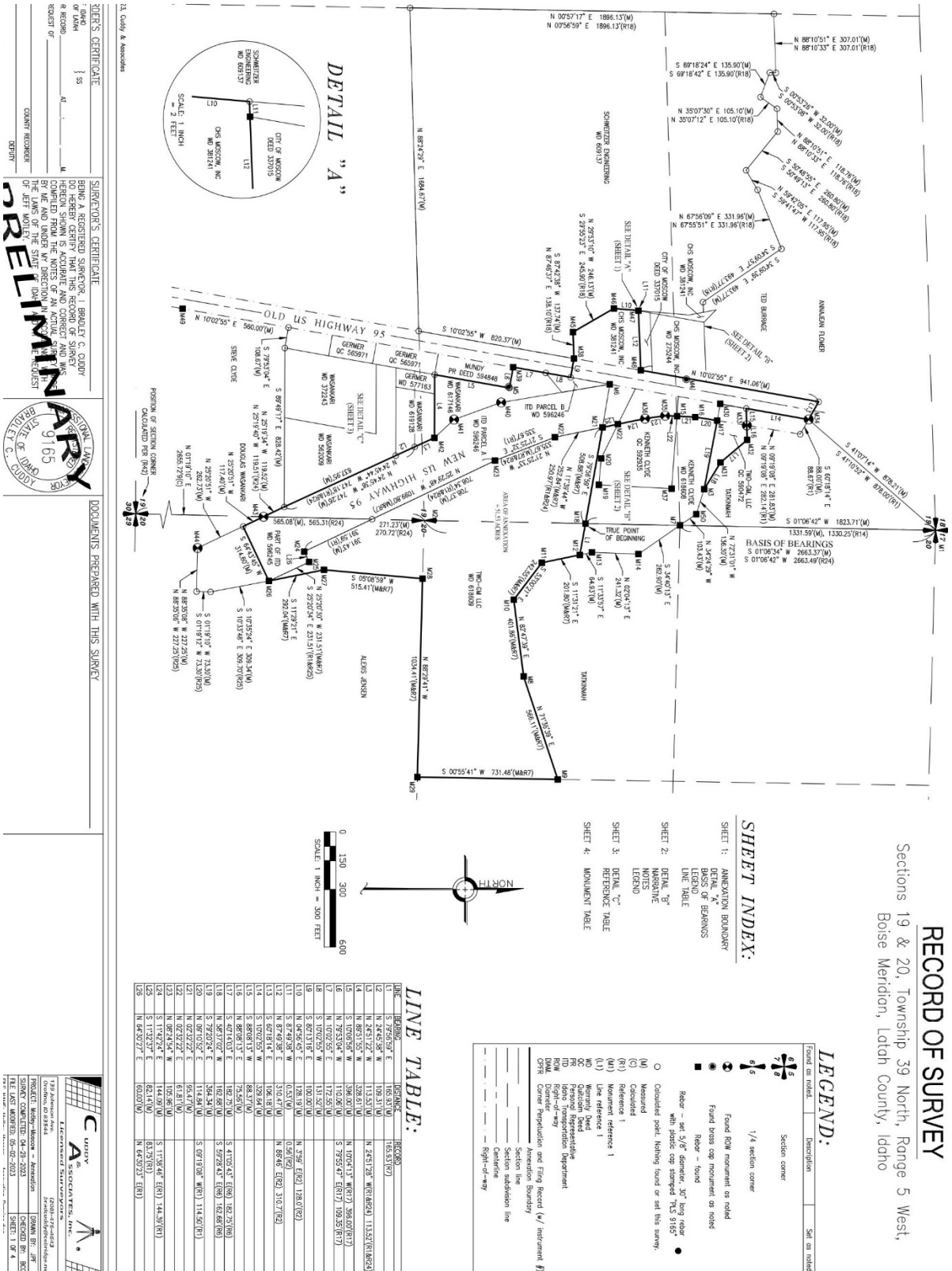
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of October, 2024.

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"



DETAIL "B"

RECORD OF SURVEY

Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

LEGEND:

Found on notes:	Description	Set on notes
6.5	Section corner	
7.5	1/4 section corner	
1.5	Found R/W monument as noted	
2.5	Found brass cap monument as noted	
3.5	Rebar - found	
4.5	Rebar - set 3/8" diameter, 30" long rebar with plastic cap stamped "MS 9165"	
5.5	Calculated point, Nothing found or set this survey.	
6.5	Measured	
7.5	Calculated	
8.5	Reference 1	
9.5	Monument reference 1	
10.5	Line reference 1	
11.5	Line reference 2	
12.5	Section line	
13.5	Section subdivision line	
14.5	Section line	
15.5	Section subdivision line	
16.5	Section line	
17.5	Section subdivision line	
18.5	Section line	
19.5	Section subdivision line	
20.5	Section line	
21.5	Section subdivision line	
22.5	Section line	
23.5	Section subdivision line	
24.5	Section line	
25.5	Section subdivision line	
26.5	Section line	
27.5	Section subdivision line	
28.5	Section line	
29.5	Section subdivision line	
30.5	Section line	
31.5	Section subdivision line	
32.5	Section line	
33.5	Section subdivision line	
34.5	Section line	
35.5	Section subdivision line	
36.5	Section line	
37.5	Section subdivision line	
38.5	Section line	
39.5	Section subdivision line	
40.5	Section line	
41.5	Section subdivision line	
42.5	Section line	
43.5	Section subdivision line	
44.5	Section line	
45.5	Section subdivision line	
46.5	Section line	
47.5	Section subdivision line	
48.5	Section line	
49.5	Section subdivision line	
50.5	Section line	
51.5	Section subdivision line	
52.5	Section line	
53.5	Section subdivision line	
54.5	Section line	
55.5	Section subdivision line	
56.5	Section line	
57.5	Section subdivision line	
58.5	Section line	
59.5	Section subdivision line	
60.5	Section line	
61.5	Section subdivision line	
62.5	Section line	
63.5	Section subdivision line	
64.5	Section line	
65.5	Section subdivision line	
66.5	Section line	
67.5	Section subdivision line	
68.5	Section line	
69.5	Section subdivision line	
70.5	Section line	
71.5	Section subdivision line	
72.5	Section line	
73.5	Section subdivision line	
74.5	Section line	
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76.5	Section line	
77.5	Section subdivision line	
78.5	Section line	
79.5	Section subdivision line	
80.5	Section line	
81.5	Section subdivision line	
82.5	Section line	
83.5	Section subdivision line	
84.5	Section line	
85.5	Section subdivision line	
86.5	Section line	
87.5	Section subdivision line	
88.5	Section line	
89.5	Section subdivision line	
90.5	Section line	
91.5	Section subdivision line	
92.5	Section line	
93.5	Section subdivision line	
94.5	Section line	
95.5	Section subdivision line	
96.5	Section line	
97.5	Section subdivision line	
98.5	Section line	
99.5	Section subdivision line	
100.5	Section line	

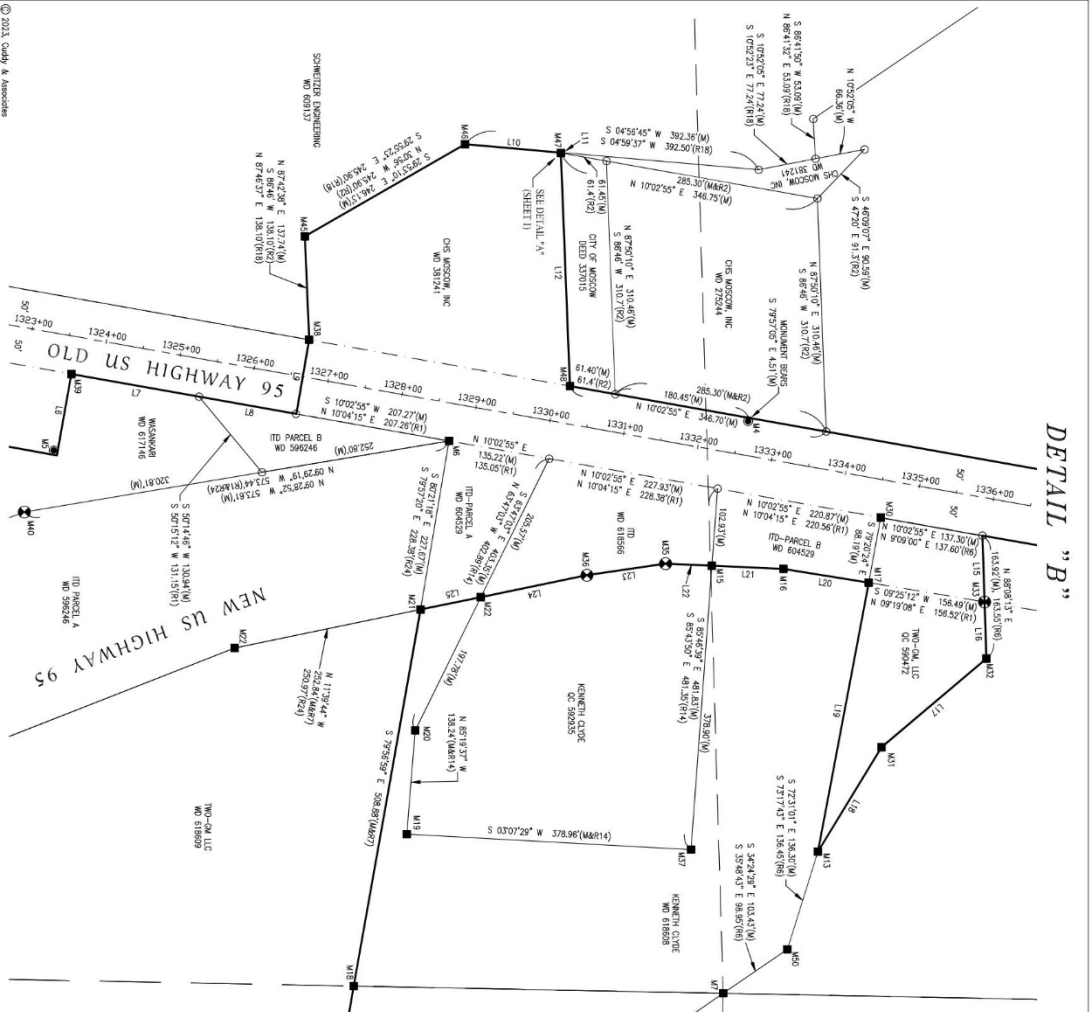
NOTES:

- 1). The Base of Bearings for this survey is S01°06'34"W, along the West line of Section 20 between the monuments found at the Northwest section corner and the West 1/4 section corner, as shown hereon.
- 2). The monument found at the Northwest section corner is a Topcon FC-5000 data collector, and a Topcon DS3A total station with a Topcon FC-5000 data collector.
- 3). This survey has an undisturbed mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- 4). The monument found at the Northwest section corner is a Topcon FC-5000 data collector, and a Topcon DS3A total station with a Topcon FC-5000 data collector.

NARRATIVE:

The purpose of this survey was to monument and document the boundary of an annexation into city limits by the City of Moscow, Idaho shown on this survey were established or reestablished as follows:

- 1). Much of the annexation boundary is controlled by found monuments, as shown hereon.
- 2). From M26 the boundary crosses US Highway 95 and intersects the West right-of-way which is defined by the monument found at the Northwest section corner.
- 3). Between M43 and M42 there are three angle points in the right-of-way for which no monuments were recovered. The said angle points were reestablished at proportional distance between said M43 and M42.
- 4). The boundary running from M42 to M39 was reestablished per data from (R17) which was then related to fit between the two said monuments. Note, M39 is a pin used as a reference in (R17) and is not the corner point.
- 5). L7 and L8 follow along the East right-of-way of Old US Highway 95.
- 6). Detail "A" on Sheet 1. Also see (R2).
- 7). From M48 through L13 and L14 to the Northwest corner of OC 590472 the annexation boundary follows along the West right-of-way of US Highway 95, then crosses over the highway and follows the boundary of the right-of-way through this section was reestablished per found monuments and per record data from (R1).
- 8). The remaining property lines were reestablished per found monuments and per recorded data as shown hereon.
- 9). Hereon, M5 are ITD control points and are shown for reference but otherwise were not used in this survey.



RECORDING CERTIFICATE

BEING A REGISTERED SURVEYOR, I, BRADLEY C. CUDRY, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN EXAMINED AND IS ACCURATE AND CORRECT AND WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO.

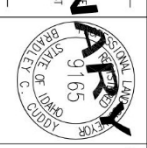
BY: _____ COUNTY RECORDER DEPUTY

FEES & MONUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BRADLEY C. CUDRY, PLS 9165

DATE: _____



DOCUMENTS PREPARED WITH THIS SURVEY

PROJECT: Water-Moscow - Amendment

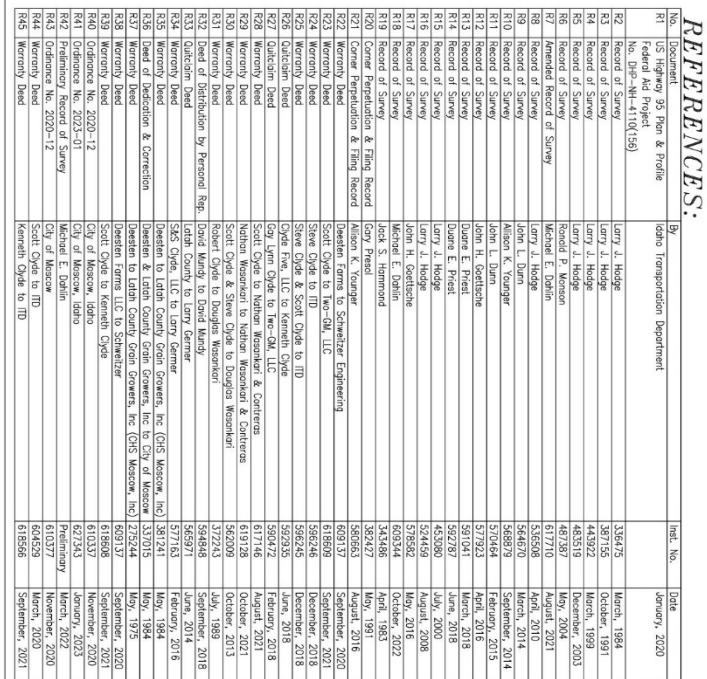
SHEET: 2 OF 4

DATE: 05-02-2023

CHECKED BY: BCC

LOCATION: S.19 & S.20, T.39N, R.5W, E.1M, L.14M, OC

RECORD OF SURVEY



DOCUMENTS PREPARED WITH THIS SURVEY

R1	US Highway 95 to & Profile	Idaho Transportation Department	January, 2020
R2	No. DPH-NH-4100 (56)		
R2	Record of Survey	Larry J. Hedge	3/6/475
R3	Record of Survey	Larry J. Hedge	387155
R4	Record of Survey	Larry J. Hedge	443932
R5	Record of Survey	Larry J. Hedge	463932
R6	Record of Survey	Michael E. Dohlin	463932
R7	Amended Record of Survey	Michael E. Dohlin	617710
R8	Record of Survey	Larry J. Hedge	536508
R9	Record of Survey	John L. Dunn	546450
R10	Record of Survey	Alison K. Younger	568879
R11	Record of Survey	John L. Dunn	570464
R12	Record of Survey	John H. Gosholtse	571923
R13	Record of Survey	John H. Gosholtse	582287
R14	Record of Survey	Danise E. Priesel	582287
R15	Record of Survey	Larry J. Hedge	463930
R16	Record of Survey	Larry J. Hedge	524459
R17	Record of Survey	John H. Gosholtse	573832
R18	Record of Survey	Michael E. Dohlin	603544
R19	Record of Survey	Jack S. Hammond	534368
R20	Cornel Repatriation & Flap Record	Jack S. Hammond	582472
R21	Record of Survey	Deane Farms to Schwartz Engineering	582472
R22	Warranty Deed	Deane Farms to Schwartz Engineering	582472
R23	Warranty Deed	Deane Farms to Schwartz Engineering	582472
R24	Warranty Deed	Steve Dyck to ITD	569137
R25	Warranty Deed	Steve Dyck to ITD	569137
R26	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R27	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R28	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R29	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R30	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R31	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R32	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R33	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R34	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R35	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R36	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R37	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R38	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R39	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R40	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R41	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R42	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R43	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R44	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246
R45	Warranty Deed	Steve Dyck & Scott Dyck to ITD	566246

RECORD OF SURVEY
Sections 19 & 20, Township 39 North, Range 5 West,
Boise Meridian, Latah County, Idaho

MONUMENT TABLE:

U1	FOUND 2" DUAL IRON PIPE WITH 3 1/2" DUAL BRASS CAP MARKED "1997" & "76/LS 2845" SEE CPMR 584423
U2	FOUND 2" DUAL IRON PIPE WITH 3 1/2" DUAL BRASS CAP MARKED "2010" & "74/S 12747" SEE CPMR 580583
U3	FOUND 5/8" DUAL REBAR WITH CAP MARKED "6449"
U4	FOUND 3 1/2" DUAL BRASS CAP, TID SP CONTROL NETWORK MONUMENT SET IN 1975
U5	FOUND 3 1/2" DUAL BRASS CAP, TID SP CONTROL NETWORK MONUMENT SET IN 1975
U6	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 6449"
U7	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 6449"
U8	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U9	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U10	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U11	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U12	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U13	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U14	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U15	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U16	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U17	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 17534"
U18	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 6449"
U19	FOUND 5/8" DUAL REBAR WITH 2" DUAL ALUMINUM CAP MARKED "LS 6449"
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RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF LATAH } SS
FILED FOR RECORD }
AT THE REQUEST OF }
COUNTY RECORDER }
BY }
FEE \$ }
RECORDED NUMBER }
DATE }

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDRY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COUNTED FROM THE NOTES OF AN ACTUAL SURVEY
AND THE LAWS OF THE STATE OF IDAHO.
OF JEFF MOLEY.

PRELIMINARY

BRADLEY C. CUDRY, PLS 9185

DATE

DOCUMENTS PREPARED WITH THIS SURVEY

113 Johnson Ave.
BOISE, IDAHO 83725
PHONE: 208-333-1111
FAX: 208-333-1112
E-MAIL: info@univac.com
UNIVAC ASSOCIATES, INC.
ELECTRONIC SURVEYING

1000 N. 10th St.
PO BOX 1000
BOISE, IDAHO 83725
PHONE: 208-333-1111
FAX: 208-333-1112
E-MAIL: info@univac.com
UNIVAC ASSOCIATES, INC.
ELECTRONIC SURVEYING

ORDINANCE 2024 – SOMO REZONE

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PAGE 9 OF 9

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, October 7, 2024



AGENDA ITEM TITLE

West Palouse River Drive Site Study Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow School District anticipates the need to construct a new elementary school in the near future and is currently considering where it may be located. The District would like better distribution of elementary school locations in the community to serve surrounding neighborhoods. The City and District have discussed the potential of locating a future elementary school on the City's West Palouse River Drive Property in conjunction with the potential development of a City park and additional athletic fields. Earlier this year, the City and District entered into a Memorandum of Understanding to jointly fund a planning study to assess the feasibility of developing the West Palouse River Drive property for a future elementary school, park, and athletic fields. It is anticipated the study will assess pedestrian access, vehicular access and circulation, site grading, building, parking, park, and athletic facility development to determine the suitability of the site for the proposed uses and help inform future decisions regarding the property. City Staff worked with Lombard Conrad Architects Inc., an architectural firm that was recently selected by the Moscow School District to provide architectural services, to prepare a scope of work and professional services agreement to conduct the site study. The base fee of the agreement is \$34,000 plus up to \$2,000 in reimbursable expenses which would be split equally between the City and District. The fee includes a \$10,000 reserve for any civil engineering services that may be needed during the site study and only to be used upon approval of the City. The study would be exploratory and would not bind the City or District to any further obligations or actions. The scope has been reviewed and approved by the Moscow School District. This was reviewed by the Administrative Committee on September 23, 2024, and recommended for approval.

REVIEWED BY

This was reviewed by the Administrative Committee on September 23, 2024 and recommended for approval.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Professional Services Agreement with Lombard Conrad Architects Inc.; or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve the proposed Professional Services Agreement with Lombard Conrad Architects Inc.

OTHER RESOURCES

FISCAL IMPACT

The \$18,000 in funding will be provided from Parks Capital Projects accumulations.

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement for Professional Services-Palouse River Drive Property Site Study_final

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
LOMBARD CONRAD ARCHITECTS, INC. FOR
THE WEST PALOUSE RIVER DRIVE PROPERTY SITE STUDY**

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS, INC. FOR THE WEST PALOUSE RIVER DRIVE PROPERTY SITE STUDY (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 Lombard Conrad Architects, Inc., 472 West Washington Street, Boise, Idaho, 83702 (hereinafter "CONSULTANT").

WITNESSETH:

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 desires to conduct a site study of CITY's 44-acre property located on West Palouse River Drive (hereinafter "Property") to assess the feasibility of constructing an elementary school and athletic playfields on the Property (hereinafter "PROJECT"). The PROJECT will include performing on-site observations; assessing the physical characteristics of the site; assessment of relevant codes, ordinances, and regulations pertaining to the PROJECT; assessment of utility services and capacity; assessment of access, circulation, and parking for the site; assessment of environmental requirements including floodplain mitigation and stormwater detention; preparation of conceptual site plans for review and refinement; and preparation of a final illustrative site plan with school and site development cost estimates (hereinafter "Services"); and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the Services required by this Agreement. CONSULTANT represents that it is aware of 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 necessary to complete the services required by this Agreement;

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 including performing on-site observations; assessing the physical characteristics of the site; assessment of relevant codes, ordinances, and regulations pertaining to the PROJECT; assessment of utility services and capacity; assessment of access, circulation, and parking for the site; assessment of environmental requirements including floodplain mitigation and stormwater detention; preparation of conceptual site plans for review and refinement; and preparation of a final illustrative site plan with school and site development cost estimates.

SECTION II: SCOPE OF WORK

CONSULTANT promises and agrees to, consistent with the standard of care as defined in Section IV. D. 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. Subject to the standard of care, all Services shall be subject to and performed in accordance with this Agreement and applicable Federal, State and local laws, rules and regulations. 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 Thirty-Four Thousand Dollars (\$34,000). Included in the fixed sum of Thirty-Four Thousand Dollars is the civil engineering sub-consultant reservation of Ten Thousand Dollars (\$10,000) to be utilized as deemed necessary and upon approval by CITY. In addition, CONSULTANT may be reimbursed an amount not to exceed the sum of Two Thousand Dollars (\$2,000) for reimbursable expenses, as defined in the attached Exhibit "A", that shall be paid as detailed in Section III.B. below. The Services under this Agreement shall be completed no later than March 1, 2025, unless otherwise agreed to in writing by CONSULTANT and CITY.

B. Payment.

Payment for Services rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation and reimbursable expenses 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 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. The amount paid to CONSULTANT shall never exceed the percentage amounts authorized by this Agreement and Exhibit "A". 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.
 3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.
 4. CITY may withhold payment, in whole or in part, to the extent reasonably necessary to protect CITY from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by CITY to deduct any sums from a progress payment shall not constitute a waiver of CITY's right to such sums. CITY may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by CITY, that are incurred by CITY for which CONSULTANT is liable under the Agreement or state law. Payments to CONSULTANT for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the PROJECT. Payment to the CONSULTANT shall not be withheld, postponed, or made contingent upon receipt by CITY of offsetting reimbursement or credit from parties not within CONSULTANT's reasonable control.
 5. The Parties agree that CONSULTANT's compensation for Services includes all licensing fees for CITY's use of the documents created pursuant to this Agreement, including use after termination of this Agreement.

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. Data of Record. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the PROJECT. All designs, drawings, specifications, documents, and other work product prepared by CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of CITY, which shall be delivered to CITY by CONSULTANT upon sixty (60) days after completion of the PROJECT or upon termination of this Agreement, contingent upon payment in full by CITY for CONSULTANT's Services provided hereunder.
- D. Standards of Work and 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 caused by the negligent performance of professional services by CONSULTANT, under this Agreement, specified in the indemnification provision of this Agreement. CONSULTANT shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Subject to the standard of care, unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule, except for circumstances out of CONSULTANT's reasonable control with written approval by CITY. No other provision under this Agreement shall be interpreted or construed to elevate this standard of care.
- E. Adherence to Law Required. Subject to the standard of care, 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 the Agreement, authorize the use of state facilities or public funds for abortion related activity.
- F. 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.

G. 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.
3. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the PROJECT site unless CONSULTANT's acts or omissions introduced, caused, or allowed said hazardous materials or toxic substances to be introduced to the PROJECT site. "Hazardous Materials" means any material that has been designated as hazardous under 49 U.S.C. Sec. 5103.

H. 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, reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses, shall be allocated in accordance with state law, unless a court order requires a different allocation.

I. 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.

J. 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.

- K. Consultant Representative. CONSULTANT hereby designates [REDACTED] 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 design 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.
- L. 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 the Construction Documents and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY's Representative shall assist CONSULTANT in observing construction of the PROJECT and participating in the preparation of punch-list items. 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.

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:

Lombard Conrad Architects
[REDACTED]
Project Manager
472 W. Washington Street
Boise, Idaho 83702

CITY:

City of Moscow
Cody Riddle
Deputy City Supervisor
PO Box 9203
Moscow, Idaho 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 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 the PROJECT shall be handled in a professional manner. After the PROJECT is complete, 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 the 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. If at any time CONSULTANT's estimates of cost for the PROJECT exceeds CITY's budget for the PROJECT, CONSULTANT shall redesign the PROJECT elements to achieve cost savings, but in doing so, shall not delete any essential elements of the PROJECT. If CONSULTANT is unable to redesign the PROJECT, it shall make appropriate recommendations to CITY to adjust the PROJECT's size, quality or budget. CITY shall consider CONSULTANT'S recommendations, but shall decide, in its discretion, how to proceed. Any schedule modification based on the need for a redesign of the PROJECT shall be mutually agreed upon by both Parties.
- 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 this 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 so long as the remainder of the Agreement is reasonably capable of completion.

- 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.

This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

If I am signing this document utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

CONSULTANT:

Lombard Conrad Architects

CITY:

City of Moscow

By: _____
Mark Heazle

By: _____
Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Mark Heazle, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Lombard Conrad Architects (CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.

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

Exhibit “A”
Project Description and Scope of Services

PROJECT DESCRIPTION

The Project will consist of the site evaluation of a 44.12 acre site located along Palouse River Dr. that is owned by the City of Moscow (hereinafter “CITY”). The Project site will accommodate a 300-400 student K-5 elementary school for the Moscow School District and sports fields for CITY. The elementary school will include parking, drop-off and pick-up, school building and outdoor play areas associated with the school. Additionally, there will be sports fields for CITY that will include soccer and little league baseball fields along with associated parking, restrooms, and service facilities.

SCOPE OF SERVICES

Services consist of those described below and include site evaluation services.

This Agreement does not include; civil, electrical, mechanical, structural engineering services or landscape architectural services. It is understood that these services may be provided as a reimbursable expense to CITY or as an amendment to the Agreement and that CONSULTANT agrees to coordinate the work activity of these consultants.

1. Site Evaluation:

1.1. Facilitate review meeting with CITY to ascertain the requirements of the Project and to arrive at a mutual understanding of such requirements with CITY.

1.1.1. Design objectives, limitations and criteria

1.1.2. Program Requirements

1.1.3. Space Requirements

1.1.4. Site Requirements

1.2. Evaluate the site by performing on-site observations, assessing the physical characteristics of the site, assessing codes, ordinances, and regulations that impact CITY’s objectives; assessing utilities available to the site; and assessing the access, circulation, and parking for the site.

1.3. CITY review and revision.

1.4. Identify environmental requirements that may apply to CITY’s Development Objectives for the site, such as the need for environmental impact statements, floodplain mitigation, stormwater detention areas, assessments, documentation, testing, or monitoring.

1.5. Prepare up to two (2) conceptual plans of the proposed facility. Review options with CITY.

- 1.6. Facilitate up to four (4) meetings with CITY to review the Concepts with CITY to establish a single preferred option.
- 1.7. Prepare and submit conceptual development drawings based on CITY's objectives. The drawings may show, as CONSULTANT deems appropriate, land use, building placement, access circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.
- 1.8. Prepare and submit one (1) planning level cost estimation for the site improvements and the school.
- 1.9. Facilitate a presentation and review meeting of the final concept with CITY.

BASIC COMPENSATION – FIXED FEE

For the Services as described, compensation shall be a fixed fee of Thirty-Four Thousand 00/100 Dollars (\$34,000.00), plus reimbursable expenses.

A Ten-Thousand 00/100 Dollar (\$10,000.00) allowance has been included in the basic compensation fixed fee amount of Thirty-Four Thousand (\$34,000) for Civil Engineering services. A Civil Engineer will be engaged once the scope of work and initial site layout has been better defined by CITY and CONSULTANT.

The allowance will not be utilized without a defined scope of work and written approval from CITY.

REIMBURSABLE EXPENSES

For reimbursable expenses, as described below, and any other items included as reimbursable expenses, a multiple of one point one (1.1) times the expenses incurred by CONSULTANT, CONSULTANT's employees, and Consultants directly related to the Project, not to exceed a maximum of Two Thousand Dollars (\$2,000).

Normal reimbursable expenses include, but are not limited to, blueprinting and other reproduction expenses, postage/shipping costs, photography, long-distance phone/fax, meals, travel, and mileage at \$.75/mile.

SERVICES NOT INCLUDED

This Agreement does not include the following services. It is understood that these services shall be provided by CITY and that CONSULTANT agrees to coordinate the work activity of these Consultants.

- Traffic Engineering Services
- Mechanical, Electrical, or Plumbing Engineering
- Structural Engineering

- Civil Engineering
- Landscape Architect
- Permits and fees
- Geotechnical services and reports
- Topographic and boundary surveys (site surveys)
- Material and quality control testing

COMPENSATION FOR ADDITIONAL SERVICES. For any additional services of CONSULTANT beyond the scope of Services detailed herein, such additional services shall be provided only as authorized in writing in advance by CITY based upon the hourly rates defined below:

Principal	\$195
Architect III	\$175
Project Manager	\$125
Senior BIM Tech	\$115
BIM Tech	\$ 90
Emerging Professional III	\$105
Word Processing	\$ 75

The cost for additional services of consultants and/or subcontractors, including additional structural, mechanical and electrical engineering services, shall be the actual amounts billed to CONSULTANT for such services, plus a ten percent (10%) handling fee.