

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Monday, April 28, 2025

4:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. 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 and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that council committee 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.

REGULAR AGENDA

1. Approval of Administrative Committee March 24, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Request for Waiver for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code (ACTION ITEM) - Laurie M. Hopkins

The owners of Karma Indian Cuisine are in the process of obtaining an alcohol license. 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. Karma Indian Cuisine is located at 1420 S Blaine Street, which is within 300 feet of Real Life. The state license has been issued. The county license has been applied for and is pending approval. Letters of support from The Jubilee School and Real Life have been submitted. A letter from Suriya Mohan, the owner of Karma Indian Cuisine, requesting a waiver has been submitted for your review and consideration.

PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling alcohol for on-premises consumption within three hundred feet (300') of any church, school or any other place of worship and recommend approval contingent on issuance of the county license; or provide staff further direction.

3. Deakin Ave Pavement Rehabilitation and City Utility Improvements - Memorandum of Agreement (ACTION ITEM) - Scott Bontrager

This University of Idaho initiated project's scope is to completely reconstruct the Deakin Avenue corridor from University Avenue to Sweet Avenue. During the review process of the University's project, the City recognized the need to also replace the aging underground utilities (domestic water, sanitary sewer, and storm sewer) along Deakin Avenue while the University is replacing the road, curb, gutter, and sidewalks. The University of Idaho, through the Idaho State Division of Public Works, has contracted with McKinstry as the Construction Manager/General Contractor to construct the project. On April 4, 2025, the City received a copy of the proposal from McKinstry to construct the entire project for a total of \$961,031, of which the City's utility upgrade portion of

the project would total \$355,637. Included in the packet is a Memorandum of Agreement between the City of Moscow and the University of Idaho for the City to provide a lump sum payment to the University in the amount of \$355,637 for the City's portion of the project.

PROPOSED ACTIONS: Recommend approval of the Memorandum of Agreement between City of Moscow and University of Idaho and provide a Lump Sum payment in the amount of \$355,637.00; or provide staff with further direction.

4. South Moscow Business Park (SOMO) Development and Monumentation Agreements (ACTION ITEM) - Bob Buvel

Jeff Motley, on behalf of Two-GM, LLC., has submitted to the City a final plat for the development of a property east of the intersection of Old Highway 95 and US 95 and just south of the South Fork of the Palouse River. On October 07, 2024, the City Council approved the preliminary plat for this property. The final plat is titled South Moscow Business Park and will be presented for City Council approval on May 5th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address project phasing, construction of public improvements, parkland dedication, as-constructed drawings, City participation in up-sizing proposed utilities, and a proportionate share fee for the future installation of a traffic control signal. Staff has prepared both agreements for approval.

PROPOSED ACTIONS: Recommend approval of the Development and Monumentation Agreements for the South Moscow Business Park; or provide staff further direction.

5. SOMO Addition Final Plat (ACTION ITEM) - Mike Ray

On October 7, 2024, Moscow City Council approved the annexation, Comprehensive Plan land use designation, and zoning designation of a 51.33-acre area. Also included in the proposal was a preliminary subdivision plat of a 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as the SOMO Addition, which was approved by the Council with two conditions. On January 21, 2025 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 plat at their regular meeting on March 28, 2025 and recommended approval to City Council. Since one of the preliminary plat conditions pertaining to access approval from Idaho Transportation Department is still not complete, staff is recommending that this condition be carried over to the final plat.

PROPOSED ACTIONS: Recommend approval of the SOMO Addition Final Plat with the condition recommended by staff; or provide staff further direction.

6. Moscow Chamber of Commerce Visitor and Tourism Services Agreement Renewal (ACTION ITEM) - Bill Belknap

The City of Moscow has financially supported the visitor and tourism activities of the Moscow Chamber of Commerce and Visitor Center for many years. In review of this arrangement, in 2022, Staff identified the need to have a services agreement to document the specific services that the Chamber provides in exchange for the funding provided by the City. The agreement was approved in November 2022 and will expire in November of this year. Staff have prepared an updated agreement that is similar to the prior agreement, with the addition of the Chamber assuming responsibility for quarterly ArtWalk events. Staff will present the agreement for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the Visitor and Tourism Services Agreement; or provide staff with further direction.

7. Renewal of Intermodal Transit Center Lease with SMART Transit (ACTION ITEM) - Bill Belknap

The City currently leases space in the Intermodal Transit Center to Regional Public Transportation (RPT) dba SMART Transit. The existing lease will expire on September 30, 2025. SMART approached the City regarding the ability to amend the existing lease agreement to include an adjacent office that was last occupied by the Partnership for Economic Prosperity Executive Director. Staff has prepared an updated lease agreement that includes the use of the additional office space and a five-year term to expire on September 30 of 2030, for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow, or provide staff further direction.

8. Proposed Repeal of Moscow City Code Title 9, Chapter 10, Moscow Day Care Ordinance (ACTION ITEM) - Bill Belknap

The Idaho Legislature passed House Bill No. 243 and House Bill No. 312, with Governor Little having signed them into law on March 27, 2025, with an effective date of July 1, 2025. The Bill's amend the day care licensing regulations, which include repeal of Idaho Code Section 39-1108, relating to the local option for day care licensing. The City has utilized the local option over the last thirty years and regulated day care licensing within the City of Moscow with standards that met the minimum state standards with some standards that were more stringent than the State. Based on the repeal of Idaho Code Section 39-1108 removing the local option for day care regulations, the City is required to repeal Moscow City Code Title 9, Chapter 10, Moscow Day Care Ordinance with an effective date of July 1, 2025.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance repealing Title 9, Chapter 10, Moscow Day Care Ordinance of the Moscow City Code with an effective date of July 1, 2025.; or provide staff further direction.

9. Proposed Repeal of Moscow City Code Title 10, Chapter 1, Section 1-16 (ACTION ITEM) - Bill Belknap

The Idaho Legislature passed House Bill 270, with an effective date of March 26, 2025, which amends Idaho Code Section 18-4116, the Indecent Exposure statute. House Bill 270 expands what acts are included in the crime of Indecent Exposure. Moscow City Code 10-1-16 is narrower in scope than House Bill 270; thereby creating a conflict between the two laws, which necessitates the City repealing Moscow City Code 10-1-16.

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance repealing Title 10, Chapter 1, Section 1-16; or provide staff further direction.

ADJOURN

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

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, March 24, 2025

4:00 PM

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

The meeting was called to order at 4:00 p.m.

PRESENT: Julia Parker, Drew Davis, Sandra Kelly

OTHERS: Mayor Art Bettge, Council Member Sandra Kelly

STAFF: Bill Belknap, Mia Bautista, Laurie M. Hopkins, Bob Buvel, Scott Bontrager, Tyler Palmer, David Schott,

REGULAR AGENDA

1. Approval of Administrative Committee February 24, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Request for Waiver for On-Premises Consumption Within 300 Feet of a School or Church per Idaho Code (ACTION ITEM) - Laurie M. Hopkins

The owners of Commercial Block LLC have applied for an alcohol license with the City of Moscow. 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. Commercial Block is located at 215 S Main Street, which is within 300 feet of the United Church of Moscow. The proposed location has had alcohol service in the past as the prior location of Colter's Creek Winery tasting room. The owners, Drew and Jolena Owen are in the process of applying for the state and county licenses. A letter of request for waiver has been submitted and is included in the meeting packet. Also submitted is a support letter from United Church of Moscow.

PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling alcohol for on-premises consumption within three hundred feet (300') of any church, school or any other place of worship and recommend approval of the waiver; or provide staff further direction.

Hopkins introduced the item as written above. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

3. Consideration of the Dissolution of the Moscow Pathways Commission (ACTION ITEM) - David Schott

The Moscow Pathways Commission has faced ongoing challenges in identifying substantive topics for discussion during its regular meetings. With no major pathway improvement projects currently planned, the commission has experienced a lack of meaningful agenda items directly related to its mission. On February 11, 2025, during its regular meeting, the Moscow Pathways Commission voted to recommend its dissolution. The approved motion stated: "*Given the pressures on the City budget, and that the charter of the Moscow Pathways Commission is largely redundant with those of the Transportation Commission and the Parks and Recreation Commission, the Moscow Pathways Commission recommends that it be dissolved.*"

PROPOSED ACTIONS: Receive the request from the Moscow Pathways Commission to dissolve and recommend approval of the proposed ordinance to repeal Moscow City Code Title 3, Chapter 14; or provide staff with further direction.

Schott introduced the item as written above. Davis said Moscow has a great pathway system. He was the council liaison to the MPC last year and noticed there weren't a lot of projects. Dissolving the commission doesn't mean if a project were to arise that a task force couldn't be formed. A lot of what the MPC did was redundant to the P&R Commission and Transportation Commission.

Taruscio felt strongly about not having meetings just because. This seems to be the right thing to do and it's nice to see members applying to other commissions.

Blankenship appreciated the thoughtfulness in the decision. He likes what the MPC has done and that it can be assumed into the other commissions.

The Committee recommended approval and that it be placed on the Council regular agenda.

4. Public Avenue Corridor Safety Improvements - Bid Results and Funding Contribution (ACTION ITEM) - Scott Bontrager

In January 2019, City staff submitted a grant application for the Public Avenue Corridor Safety Improvements project under Local Highway Safety Improvement Program (LHSIP). The LHSIP is a federal grant program administered through the Local Highway Technical Assistance Council (LHTAC) on behalf of the Idaho Transportation Department (ITD). The project includes a 1,100-foot-long corridor located on Public Avenue in northeastern Moscow between Polk Street and Lincoln Street. On January 15, 2025, Idaho Transportation Department published an advertisement for bids with the Engineer's Estimate for construction at \$1,361,174.77. Bids were opened by ITD on February 25, 2025, at which five (5) bids were received. The bids ranged from \$1,814,999.99 to \$2,455,697.51 (see attached bid tabulation). Of those bids, the lowest responsive bid received was submitted by Knife River Corporation with a bid of \$1,814,999.99. With the lowest responsive bid at \$1,814,999.99, the new total project costs have increased to \$2,423,838 with the federal grant award of \$1,561,113 (64%) and the local match needing to increase to \$862,725 (36%). To award the contract, LHTAC is requesting the City of Moscow to provide a letter of support along with the difference in funding, which equates to \$450,763. LHTAC plans to present the bid results and request to award to the Idaho Transportation Board at their April board meeting scheduled for April 17-18.

PROPOSED ACTIONS: Recommend providing LHTAC a letter of support for acceptance of the bid from Knife River Corporation and authorize \$450,763.00 of additional funding contribution, or provide staff with further direction.

Bontrager introduced the item as written above. He provided a conceptual drawing illustrating the split at the Polk and Public intersection. The original scope was roadway widening with bike lanes, curb, gutter, and sidewalk construction. The new scope will add new underground storm drain system and full road replacement. The project will be administered by ITD. The bids were around the same amount. The City portion is 36% of the total cost and we do have additional storm water work east of this project.

Belknap said this particular project is close to the city's heart as the 2014 fatality was a city employee at the time. A state administered project tends to get a higher bid. There are two choices. Go forward or not go forward and pay for the design (\$200,000) but nothing would be completed. There is some accumulation with holdbacks and radio project coming in lower than expected. we are in good position to fund from capital projects with the savings from the radio project. Staff feels it would be in the best interest to take advantage of the federal funding. Bontrager added the state has provided more funding as well. Bontrager said the basin extends all the way to Orchard, including Rotary Park and surrounding

neighborhoods and flows into this stormwater system. Davis supports this project at the higher cost as the area of town is expanding and it will be much safer. Taruscio loves the proposed realignment. Belknap explained this will be one-time budgetary savings being used. Most all the city bids have been near estimates which shows a plateauing of local construction costs. The heavy construction has come in at or below with the exception of the slurry seal. Blankenship doesn't believe pulling back and holding onto the plans is a good choice. Belknap said this is a one-time opportunity with the state.

The Committee recommended approval and that it be placed on the Council regular agenda.

5. Alley West Of Main Street Sewer - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

This project's scope includes the construction of approximately 578 linear ft of 8" PVC sewer main, 110 linear ft of 4" PVC sewer pipe, replacing 23 sewer services, removal of one sanitary sewer manhole and installation of two new sanitary sewer manholes, as well as the surface restoration of asphalt and sidewalk in the Alley west of Main Street from Fourth Street to Sixth Street. The City advertised for bids on February 8, 2025 & February 15, 2025. The project was budgeted for \$381,100 in the Capital Improvement Plan and the final Engineer's Estimate for construction was \$471,960. Bids were opened on March 4, 2025, at which seven (7) bids were received. The responsive bids ranged from \$366,913.32 to \$551,840.00. Of those bids, the lowest responsive bid received was submitted by Devout Excavation of Chattaroy, WA with a bid of \$366,913.32. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Devout Excavation LLC, award the contract in the amount of \$366,913.32, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

Buvel introduced the item as written above. This project is adjacent to the Jackson street parking lot. The contractor will only have 60 working days to complete the project with the performance period of May 5th to Sept 26. The Jackson street parking lot will have a phased closure as the project progresses. Open excavation will have steel plates covered when the contractor is not at the site. The low bid was under the engineers' estimate. This is a new contractor to the City.

Taruscio appreciated the project is completed prior to homecoming and that the bid was low. Blankenship asked Staff to highlight the importance of this project. Buvel said this stretch of pipe is deteriorating and requires regular flushings. The current pipe is inconsistent with some sections at 6 inches, others at 8 inch, and some cannot be determined by camera due to deterioration. It will be replaced with all 8 inch pipe. This area has been on the radar since the 2011 Sewer Comprehensive Plan. The capacity of the pipe will increase because of the type of material and will flow quicker. Palmer added this line has large fat, oil, grease issues and Staff is flushing the line monthly. This upgrade should change that to every five years. The cost savings over time will be significant. Businesses will have normal operations and public information will be door knockers, pamphlets, and social media. There will be coordination with Community Events for Farmers Market and pedestrian traffic will still be able to go from Jackson to main.

The Committee recommended approval and that it be placed on the Council consent agenda.

6. Proposed City of Moscow Social Media Policy (ACTION ITEM) - Bill Belknap & Corey Oglesby

The City utilizes various social media platforms as a tool to enhance communication with the public regarding City activities, programs, and services. The City has not previously established a formal policy governing the use of social media by City staff. The proposed policy would establish standard protocols and procedures for the use of social media by City personnel and departments, adopt a notice and use policy statement for all users of the City's social media channels, establish standards for the City's use of tagging or promoting outside organizations, businesses, individuals, or events through the

City's social media channels, establish standards and criteria for the removal of comments while protecting the free speech rights of persons participating in any limited public forum the City may create through the use of social media channels, and provide an appeal and review process regarding the removal of any content posted on the City's social media channels. This matter is now before the Council for consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Social Media Policy and associated Resolution; or provide staff further direction.

Belknap introduced the item as written above. The four main categories for removal are: 1. Vulgar, violent, or threatening language and/or content; 2. Content and/or language that promotes, fosters, or perpetuates discrimination of any kind; 3. Conduct or encouragement of illegal activity; and 4. Content that violates a legal intellectual property right interest of any other party. The policy allows for an appeal process when a comment is removed. The only page that allows comments currently is the Farmers Market/Community Events page. The policy sets the framework for if comments are allowed.

Taruscio feels it is important to voice opinions and having an appeal process should it be denied. Davis also feels it is a good policy to put in place.

Arts has been considering allowing comments and this will set those guidelines. Departments would need to request through Administration as there are unique audiences for different programs and activities.

The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting closed at 4:50 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S)

DESCRIPTION

The owners of Karma Indian Cuisine are in the process of obtaining an alcohol license. 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 or worship, unless the City Council approves waiver of the requirement. Karma Indian Cuisine is located at 1420 S Blaine Street, which is within 300 feet of Real Life. The state license has been issued. The county license has been applied for and is pending approval. Letters of support from The Jubilee School and Real Life have been submitted. A letter from Suriya Mohan, the owner of Karma Indian Cuisine, requesting a waiver has been submitted for your review and consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Consider applicant's request for City Council to waive the prohibition from selling alcohol for on-premises consumption within three hundred feet (300') of any church, school or any other place or worship and recommend approval contingent on issuance of the county license; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the waiver contingent on issuance of the county license.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

Staff time to process license.

ATTACHMENTS

1. Karma_Indian_Cuisine_2025_waiver request
2. Karma_Indian_Cuisine_2025_application_packet
3. Karma_Indian_Cuisine_2025_siteplan
4. Karma_Indian_Cuisine_2025_ST

5. Karma_Indian_Cuisine_2025_ltr-Jubilee
6. Karma_Indian_Cuisine_2025_ltr-RealLife

Suriya Subashini Kunnukutty Mohan
Owner
Karma Indian Cuisine
1420 S Blaine Street
Moscow, ID - 83843
Ph: 208 – 301-5117

04/25/25

City Council
City of Moscow
206 E. Third Street
Moscow, ID 83843

Dear Members of the City Council,

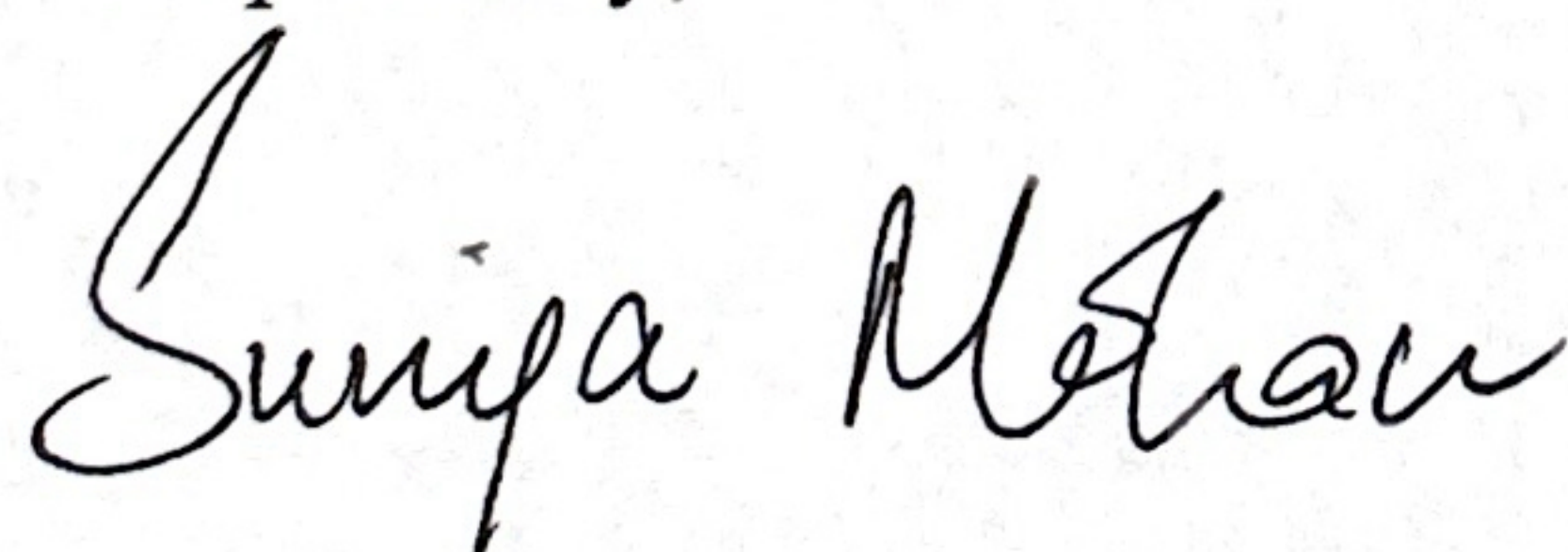
I am writing to respectfully request your consideration and approval for a beer and alcohol license for my establishment, Karma Indian Cuisine, located at 1420 S Blaine Street, Moscow, Idaho.

I understand that my restaurant is located within 300 feet of a school and a place of worship, and as such, special approval from the City Council is required before a license can be granted. I am committed to operating my business responsibly and in full compliance with all local and state regulations regarding the sale and service of alcoholic beverages. My staff will be appropriately trained to ensure responsible service, and all appropriate measures will be taken to maintain a family-friendly, respectful environment for our patrons and the surrounding community.

I sincerely appreciate your time and consideration of this request, and I am happy to provide any additional information or attend a council meeting if necessary.

Thank you for your attention to this matter. I look forward to contributing positively to the local dining experience here in Moscow.

Respectfully,

A handwritten signature in black ink that reads "Suriya Mohan". The signature is written in a cursive, flowing style.

Suriya S Kunnukutty Mohan

CITY OF MOSCOW
LIQUOR LICENSE APPLICATION
TRANSFERRING LICENSE OWNERSHIP



Date: 03/19/2025

PERMIT # 006436533

LICENSE TYPE AND FEES

State license #: 38131

Type of License	Amount	Total
☐ Owner Transfer – Liquor (includes cost of wine) (must also have a retail beer license)	\$562.50	
☒ Owner Transfer – Beer – retail sale for off-premise consumption	\$50.00	<u>50</u>
☒ Owner Transfer – Beer – by the drink for on premise consumption	\$50.00	<u>50</u>
☒ Inspection fee <u>wine on & off</u>	<u>50.00</u>	<u>50</u>
☒ Restaurant Certification	\$0.00	<u>0</u>
TOTAL		

CURRENT OWNER TRANSFER CERTIFICATION

I, the undersigned, do hereby certify that I am the current owner of the business described herein below and do hereby request the transfer of my City of Moscow Alcohol Beverage License to the new owner named below.

[Signature]
Current Owner's Signature

3/18/25
Date

LICENSING DEPARTMENT / AGENT

☒ N/A

Contact person _____ Phone # _____

Email _____

Street address _____

Mailing address _____

BUSINESS INFORMATION

Business name (DBA) Karma Indian Cuisine Phone # 208-301-5117

Business street address 1420 S. Blaine Street, Moscow, ID - 83843

Business mailing address 3680, Nicklaus Drive, Clarkston, WA - 99403

Type of business Full service Restaurant

Business dates of operation 04/01/2025 Hours of operation 11AM - 3PM, 4PM - 9PM

Business contact person Suriga K. Mohan Phone # [REDACTED]

Business email KARMAINDIANCUISINE2025@GMAIL.COM

NEW APPLICANT INFORMATION (owner, president, chair, etc.)

Applicant is a ☒ Sole proprietor ☐ Partnership ☐ Corporation

If a corporation, partnership or association, also provide information on Attachment A.

Applicant Name (Corporation, LLC, LP, INC, etc.) Sunrise 2505 LLC
Applicant Name (owner, president, chair, etc.) Suriya Subashini Kunnurkutti Mohan
List any and all previous names NA Ravi Kandasekharath Chathu
Title Owner Date of birth [REDACTED]
Mailing Address 3680, Nicklaus Drive, Clarkston, WA-99403
Idaho resident ☐ Yes ☒ No Length of Idaho residency NA
Contact email SURIYASUBASHINI@YAHOO.COM Phone [REDACTED]
Idaho State Tax Commission Seller's Permit Number (SEIN) [REDACTED]
Idaho Tax ID Number (FEIN) [REDACTED]
Name of Business Bank Account: [REDACTED]
Address of Business Bank Account: [REDACTED]

I/We hereby authorize the City of Moscow or any of its officers, to examine my/our bank accounts or any bank accounts established in connection with this business, and to examine and secure copies of any business records or documents established in connection with the business bookkeeper or with the above-named escrow holder.

Suriya Mohan
Applicant's signature Ravi

- ☐ Yes ☒ No Has Applicant or anyone listed on **Attachment A** ever had an alcohol license suspended, denied or revoked? (if yes, attach explanation);
- ☐ Yes ☒ No Has Applicant or anyone listed on **Attachment A** ever been convicted of any felony, any alcohol-related misdemeanor or facing any pending criminal charges? (if yes, attach explanation);
- ☒ Yes ☐ No Has Applicant or anyone listed on **Attachment A** ever held any interest in any other business licensed for the sale of alcoholic beverages? (if yes, attach explanation); YES. OWNS A RETAIL STORE IN WA STATE.
- ☐ Yes ☒ No Does anyone have any financial interest in the Applicant's business not previously listed on **Attachment A**, including silent partners, private financial loans, etc.? (if yes, list below, attach additional sheet if necessary); (DETAIL: ATTACH D)

Name NA Phone: NA
Address NA Ownership interest NA

MANAGER INFORMATION (local manager in charge of selling alcohol)

Manager's name Anil Kuriakose
Length of Idaho residency 6 yrs Date of Birth [REDACTED]

PROPERTY INFORMATION

Premises are ☐ owned ☒ leased/rented
Building owner name Real Life of the Palouse
Building owner address 1420, S. Blaine Street, Moscow, Idaho
Building owner contact email ANGELAC@EASTSIDE MARKETPLACE.COM
Building owner home phone: 7 Building owner cell phone: 208-301-8521

Premises are within 300 feet of a public school, church, or any other place of worship ☒ Yes ☐ No

If premises are owned / mortgaged, include the deed.

If premises are leased or rented, attach a copy of lease or other instrument indicating plainly thereon the clause, which constitutes owner's consent to the sale of alcohol on the premises. (No objection letter attached/included) (Attached)

PREMISES DIAGRAM / FLOOR PLAN

Attach a diagram (no architectural blue prints) showing the entire area proposed to be licensed to sell, serve, dispense or store alcoholic beverages. *See Attachment B for details and sample drawing.* If applying for a sidewalk café, include the café area as well. The diagram should be on paper no larger than 8.5" x 11" and include the following:

- 1) dimensions of the premises sought to be licensed, including the sidewalk café area if applicable;
- 2) location of every entrance and exit to and from the premises;
- 3) location of every wall and interior partition of the premises;
- 4) location of the bar or bars from which beer will be dispensed;
- 5) location of the kitchen and kitchen facilities, if any;
- 6) location of the area wherein food and/or meals, if any, will be served to the public;
- 7) location of the lavatories and washrooms;
- 8) seating arrangement including location of tables, chairs and stools in the areas where beer, food and meals, and each of them will be served;
- 9) dimensions of each such area and room within the licensed premises;
- 10) location and dimensions of the access to the premises from the public street(s) of the City;
- 11) location and dimensions of the fire lane(s), if any, adjacent to the premises;
- 12) location and dimensions of the parking area, if any, for patrons using the premises.

RESTAURANT CERTIFICATION

Do you have a restaurant endorsement on your Idaho State Police alcohol license?

☐ No

☒ Yes

If yes, please read the following paragraph and certify with your signature.

If no, proceed to next page.

I hereby swear (or affirm) that this application for the sale of beer for consumption on the above-stated premises, that such premises constitute and are operated as a restaurant as defined in Moscow City Code Title 9, Section 6-2, to-wit: Restaurant: any restaurant, café, hotel dining room, coffee shop, cafeteria, railroad dining car or other eating establishment having kitchen and cooking facilities for the preparation of food and where hot meals are regularly served to the public.

Swija Mohan
Applicant's signature

Ran

AFFIRMATIONS

- ☒ Yes ☐ No The applicant and/or anyone listed on **Attachment A** is the bona fide owner of the business which will be engaged in the sale of beer at retail and with respect to which such license is sought (*if no, attach explanation*);
- ☒ Yes ☐ No The applicant, and/or each person employed by an applicant whose duties include the serving or dispensing of beer, and/or anyone listed on **Attachment A** is not less than nineteen (19) years of age (*if no, attach explanation*);
- ☒ Yes ☐ No The condition and location of the proposed premises to sell beer at retail conforms to all laws and regulations of the State of Idaho and to the ordinances of the County of Latah, Idaho, and the City of Moscow applicable thereto relating to public health and safety and to the zoning ordinances of the City (*if no, attach explanation*);
- ☐ Yes ☒ No Is there is a stamp or permit outstanding and in force which has been issued to any person by the United States government for the premises for which license to sell beer at retail is sought which stamp or permit denotes payment of any special tax imposed by the United States government on a retail dealer in liquor or wines unless said premises are premises for which a retail license for sale of liquor by the drink issued under the provisions of Chapter 9, Title 23, Idaho Code (*if yes, attach explanation*);
- ☐ Yes ☒ No Have you, the manager, employee, or anyone listed on **Attachment A**, within three (3) years immediately preceding the date of filing the application, been convicted of the violation of any law of the State, or any other State, or of the United States, or of any ordinance of any county or of the City, regulating, governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages, intoxicating liquors, narcotic drugs or controlled substances, or within said time, suffered the forfeiture of a bond for failure to appear in answer to charges of any such violation (*if yes, attach explanation*);
- ☐ Yes ☒ No Have you, the manager, employee, or anyone listed on **Attachment A** within five (5) years preceding the date of filing the application, been convicted of any felony or paid any fine or completed any sentence of confinement (*if yes, attach explanation*);
- ☐ Yes ☒ No Have you, the manager, employee or anyone listed on **Attachment A** within three (3) years immediately preceding the date of filing the application had any license provided for in Moscow City Code, or any license or permit issued to the applicant pursuant to the law or ordinance of the State, or any other state, or of the United States, or of the City, to sell, manufacture, transport or possess alcoholic beverages or intoxicating liquors revoked (*if yes, attach explanation*).

HOLD HARMLESS

I, SURIYA K. MOHAN (*applicant name*) shall indemnify and hold harmless the City of Moscow from and for any and all losses, claims, actions, judgements for damages or injury to persons and property and losses and expenses caused or incurred by KARMA INDIAN CUISINE (*business name*), its servants, agents, employees, guests and business invitees, and not caused by or arising out of the tortious conduct of the City of Moscow or its employees.

Suriya Mohan
Applicant's signature

Ravi

FINAL CERTIFICATION

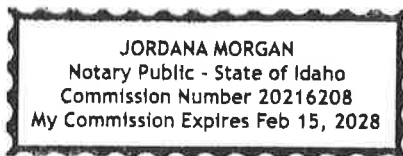
I have read the foregoing and understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this Agreement. By signing below, I, Suriya K. Mohan, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct.

Suriya Mohan
Applicant's Signature

03/18/2025
Date

STATE OF Idaho)
County of Latah) ss:

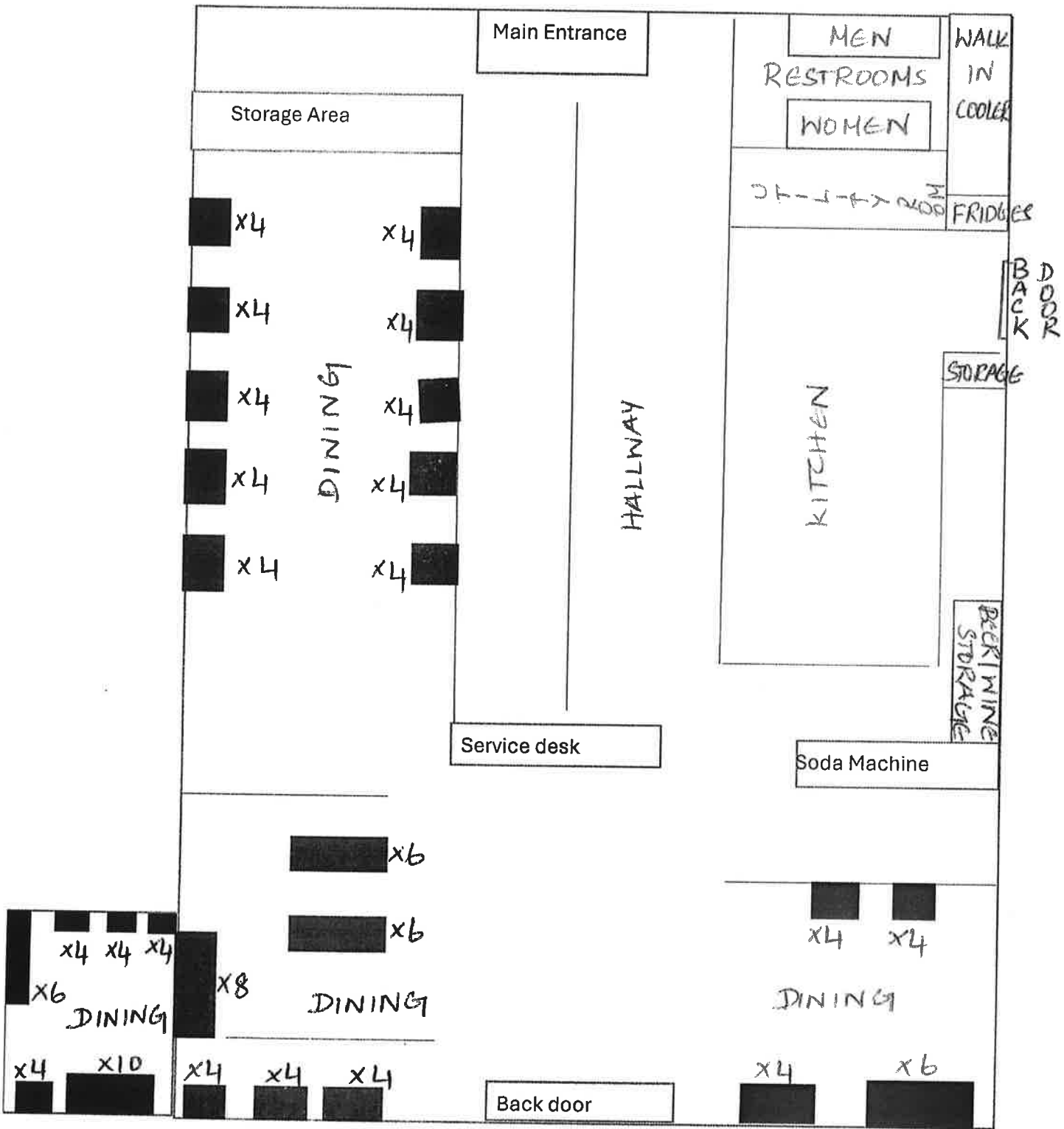
Subscribed and sworn before me this 18th day of March, 2025.



[Signature]
Residing at US Bank
My Commission Expires: 02/15/2028

A copy of the State of Idaho and Latah County alcohol licenses are required. Return application to City Clerk, 206 E 3rd Street, Room 304 or PO Box 9203, Moscow ID 83843.

KARMA INDIAN CUISINE, MOSCOW, IDAHO (FLOOR PLAN)



State of Idaho

Idaho State Police

Cycle Tracking Number: 162992

Retail Alcohol Beverage License

License Year: 2026
License Number: 38131

Premises Number: 1L-38131

This is to certify, that Sunrise 2505 LLC
doing business as: Karma Indian Cuisine

is licensed to sell alcoholic beverages as stated below at:
1420 S Blaine St Suite 19-20, Moscow, Latah County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$20.00</u>
Wine by the bottle	Yes <u>\$20.00</u>
Wine by the glass	Yes <u>\$20.00</u>
Kegs to go	Yes <u>\$20.00</u>
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No
Brewer's Retail	No

TOTAL FEE: \$80.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

SUNRISE 2505 LLC
KARMA INDIAN CUISINE
3680 NICKLAUS DRIVE

CLARKSTON, WA 99403

Mailing Address

License Valid: 04/21/2025 - 01/31/2026

Expires: 01/31/2026

Bill Gordon

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE



THE JUBILEE SCHOOL • 1410 South Blaine Street, Moscow, ID 83843
www.thejubileeschool.com • 267.908.4854

March 17, 2025

To Whom It May Concern:

The Jubilee School is not opposed to the restaurant, Karma, , located in Eastside Marketplace, serving alcohol.

Sincerely,

Heather Olsson
Head of School



February 27, 2025

To Whom It May Concern:

This letter serves to confirm that our religious organization, located within 300 feet of Karma Indian Cuisine, acknowledges their intent to sell beer and wine on their premises. We have no objections to this request.

Please feel free to contact us if further confirmation is required.

Respectfully,

Cathy McElderry

Executive Director

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

Deakin Ave Pavement Rehabilitation and City Utility Improvements - Memorandum of Agreement (ACTION ITEM) - Scott Bontrager

RESPONSIBLE STAFF

Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

This University of Idaho initiated project's scope is to completely reconstruct the Deakin Avenue corridor from University Avenue to Sweet Avenue. During the review process of the University's project, the City recognized the need to also replace the aging underground utilities (domestic water, sanitary sewer, and storm sewer) along Deakin Avenue while the University is replacing the road, curb, gutter, and sidewalks. The City's portion of the project aims to update and enhance the reliability and capacity of the utility infrastructure serving the university community. This specific scope includes the removal and replacement of the existing 4" cast iron domestic water main with a new 10" C900 main and hydrants, removal and replacement of the existing clay tile sanitary sewer main with an 8" PVC main and precast concrete manholes, and the existing storm sewer piping will be upgraded to a minimum 8" PVC pipe and catch basins to ensure adequate drainage of street runoff. This project aligns with the City of Moscow's broader goals of improving infrastructure and supporting the growth of the University of Idaho. By addressing the aging utility systems, this project will enhance the overall functionality and resilience of the campus.

The University of Idaho, through the Idaho State Division of Public Works, has contracted with McKinstry as the Construction Manager/General Contractor to construct the project. On April 4, 2025, the City received a copy of the proposal from McKinstry to construct the entire project for a total of \$961,031, of which the City's utility upgrade portion of the project would total \$355,637. Included in the packet is a Memorandum of Agreement between the City of Moscow and the University of Idaho for the City to provide a lump sum payment to the University in the amount of \$355,637 for the City's portion of the project.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Memorandum of Agreement between City of Moscow and University of Idaho and provide a Lump Sum payment in the amount of \$355,637.00; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the Memorandum of Agreement between City of Moscow and University of Idaho and providing a Lump Sum payment in the amount of \$355,637.00.

OTHER RESOURCES

FISCAL IMPACT

Funds for the project will be expended from capital accumulation in Water Improvements (320-220-770-73), Sewer Main Program (330-230-770-45), and Stormwater Conveyance Improvements (335-235-770-56).

PERSONNEL IMPACT

ATTACHMENTS

1. MOA City and University_Deakin Ave. Project_final with attachments

**MEMORANDUM OF AGREEMENT
BETWEEN UNIVERSITY OF IDAHO AND CITY OF MOSCOW
FOR DEAKIN STREET REPAIR PROJECT**

THIS MEMORANDUM OF AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND UNIVERSITY OF IDAHO FOR DEAKIN STREET REPAIR PROJECT (hereinafter “MOA”), is entered into this _____ day of _____, 2025, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and the University of Idaho, a state educational institution and body politic and corporate organized and existing under the laws of Idaho whose address is 875 Perimeter Drive, Moscow, Idaho, 83843 (hereinafter “UNIVERSITY”).

RECITALS

The State of Idaho (hereinafter “State”) and UNIVERSITY have entered into an Agreement where the State has agreed to fund project DPW 23-882 – Task 26, for UNIVERSITY street pavement repairs on Deakin Avenue. This rehabilitation project includes rebuilding approximately 330 lineal feet of Deakin Avenue from University Avenue to Sweet Avenue located on UNIVERSITY’s campus, in addition to the adjacent sidewalk and curb (hereinafter “UNIVERSITY Project”). The scope of UNIVERSITY Project includes demolishing the pavement section down to its subgrade, improving the subgrade section and compaction, and repaving Deakin Avenue between University Avenue and Sweet Avenue. State has entered into a contract with McKinstry Essention, LLC, (hereinafter “Contractor”) to construct the pavement rehabilitation project DPW 23-882 – Task 26 to Deakin Avenue on the UNIVERSITY campus.

CITY has underground utilities along Deakin Avenue, from University Avenue to Sweet Avenue that are in need of improvements. Contractor provided an estimate within its proposal for UNIVERSITY Project for CITY utility upgrades that coincides with UNIVERSITY’s Project (hereinafter “CITY Project”).

CITY hired J-U-B Engineers, Inc. to prepare a consolidated engineered design that includes both UNIVERSITY Project and CITY Project, included herein as Attachment “A”.

CITY and UNIVERSITY desire to enter into this MOA for UNIVERSITY to facilitate the replacement of underground utilities located in the same area as UNIVERSITY’s Project with the State and Contractor.

CITY to provide lump sum payment for the full contract amount to UNIVERSITY, UNIVERSITY shall provide such lump sum payment to the State that is administering the Contract for both UNIVERSITY Project and CITY Project.

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 references as if copied in their entirety and to the following:

SECTION 1: SCOPE OF CITY PROJECT

The scope of CITY Project is to replace aging underground utilities located within UNIVERSITY campus, which include domestic water, sanitary sewer, and storm sewer, along Deakin Avenue, from University Avenue to Sweet Avenue. CITY Project aims to enhance the reliability and capacity of the utility infrastructure serving UNIVERSITY and the neighboring community. The specific scope includes the removal and replacement of the existing 4" cast iron domestic water main with a new 10" C900 main and hydrants, removal and replacement of the existing clay tile sanitary sewer main with an 8" PVC main and precast concrete manholes, and upgrading the existing storm sewer piping to a minimum 8" PVC pipe and catch basins to ensure adequate drainage of street runoff. CITY Project aligns with CITY's broader goals of improving infrastructure and supporting the growth of UNIVERSITY. By addressing the aging utility systems, this CITY Project will enhance the overall functionality and resilience of UNIVERSITY campus.

SECTION 2: CITY RESPONSIBILITIES

CITY shall provide the compensation as detailed below in a one-time lump sum payment to UNIVERSITY for CITY Project within thirty (30) days of execution of this MOA. CITY shall assist UNIVERSITY with the administration of CITY Project by providing timely responses to UNIVERSITY for any Contractor questions regarding the replacement of CITY utilities and performing a warranty inspection of CITY utilities prior to the expiration of the Warranty Period.

SECTION 3: UNIVERSITY RESPONSIBILITIES

UNIVERSITY has worked with the State to select and engage Contractor for UNIVERSITY Project who will be the same Contractor constructing CITY Project in accordance with the attached engineered drawing, included as Attachment "A" and incorporated herein by reference, along with the proposal provided by Contractor, included as Attachment "B" and incorporated herein by reference. UNIVERSITY will work with the State to administer the construction contract with Contractor, which includes but is not limited to providing payment to the selected Contractor, performing construction inspections, ensuring completion of CITY Project in accordance with CITY's adopted Construction Design Standards. UNIVERSITY shall assist CITY with obtaining compliance from Contractor for any warranty claims on behalf of CITY for any defects discovered during the one-year Warranty Period.

SECTION 4: TERM AND COMPENSATION

- A. Term. This MOA is effective upon execution by the Parties and will remain in effect until expiration of the Warranty Period for the improvements as described herein, unless terminated pursuant to Section 5 below.
- B. Compensation. CITY shall pay UNIVERSITY Three Hundred Fifty-Five Thousand, Six Hundred Thirty-Seven Dollars (\$355,637.00) for the work being performed by Contractor for CITY Project, as described in the attached engineered drawing by J-U-B Engineers, Inc. and the proposal from Contractor as described in Attachments "A" and "B".

UNIVERSITY shall provide said payment to the State and the State will then provide payments to Contractor pursuant to a payment schedule agreed upon between the State and Contractor. UNIVERSITY shall not receive any administrative fee for assisting with this payment to the State for completion of CITY Project, as the CITY Project benefits UNIVERSITY. Both Parties recognize that the completion of CITY Project at the same time UNIVERSITY Project is being completed is an efficient use of resources, takes advantage of the road closure to provide less disruption to UNIVERSITY and community members who utilize that section of road.

SECTION 5: TERMINATION

The Parties agree this MOA may be terminated by CITY if Contractor fails to begin CITY Project by August 1, 2025, unless the Parties agree in writing to an extension. If CITY exercises this right to terminate, UNIVERSITY shall reimburse CITY the full compensation amount of Three Hundred Fifty-Five Thousand, Six Hundred Thirty-Seven Dollars (\$355,637.00) within thirty (30) days of CITY's notification of termination.

SECTION 6: GENERAL TERMS

- A. Liability and Responsibility. The attached Memorandum of Understanding Between the University, City of Moscow, and Latah County Regarding Liability and Responsibility, dated February 2019, Attachment "C" applies to both CITY and UNIVERSITY in regard to this MOA.
- B. Insurance. UNIVERSITY's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. CITY's liability coverage is provided through the Idaho Counties Risk Management Program.
- C. Rights Not Assignable. UNIVERSITY and CITY shall not assign any rights or duties under this MOA to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- D. No Separate Entity Created, No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating a separate legal entity or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.
- E. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between UNIVERSITY and CITY by the terms of this MOA.
- F. Interpretation and Paragraph Headings. As a further condition of this MOA, UNIVERSITY and CITY acknowledge that this MOA shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. The paragraph headings in this

MOA are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this MOA except as expressly stated in such paragraph.

- G. Jurisdiction and Venue. It is agreed that this MOA 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 the proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- H. Costs and Attorney's Fees. In the event of any controversy, claim or action being filed or instituted between the Parties to this MOA to enforce the terms and conditions of this MOA or arising from the breach of any provision hereof, the prevailing Party is entitled to recover reasonable attorney's fees and other costs, damages, and expenses, if awarded by a court of competent jurisdiction.
- I. Entire Agreement and Modification. This MOA contains the entire agreement between the Parties and no statements, promises or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This MOA may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.
- J. Severability. The terms of this MOA are severable. If any part of this MOA is held void or unenforceable by a court of competent jurisdiction, the remaining portions of the MOA will, nevertheless, remain in full force and effect so long as the remainder of this MOA is reasonably capable of completion.
- K. Compliance with Law. UNIVERSITY and CITY agree that each Party shall conduct its obligations pursuant to this MOA and in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction.
- L. No Waiver. The failure of UNIVERSITY or CITY to insist on strict performance of any of the terms and conditions in this MOA shall not be deemed a waiver of the rights or remedies that either Party may have regarding that specific instance and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof.
- M. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

Notice to UNIVERSITY:

University of Idaho
Contracts and Purchasing Services
875 Perimeter Drive
Moscow, ID 83843
Attn.: Kim Salisbury
Sr. Associate VP Finance and Planning
Phone: (208) 885-6116
Fax: (208) 885-6060

Notice to CITY:

City of Moscow
City Administrator
206 East Third Street
P.O. Box 9203
Moscow, ID 83843
Attn: Bill Belknap
Phone: (208) 883-7006
Fax: (208) 883-7018

- N. Binding Authority. UNIVERSITY and CITY each represent and warrant to the other that this MOA (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding agreement of such Party enforceable in accordance with its terms.

IN WITNESS WHEREOF, CITY and UNIVERSITY, by and through their respective officials, who have the legal authority to bind their respective Parties to the duties and obligation designated in this MOA, designated below, have caused this MOA to be executed on the date and year first above written. This MOA may also be executed using electronic signatures pursuant to Idaho Code §28-50-107. If the Parties sign this document utilizing an electronic signature, the Parties understand that this electronic signature is valid and binding to the same force and effect as a handwritten signature.

UNIVERSITY

CITY

University of Idaho:

City of Moscow:

Kim Salisbury, Senior Associate Vice President,
Finance and Planning

Arthur D. Bettge, Mayor

ATTEST:

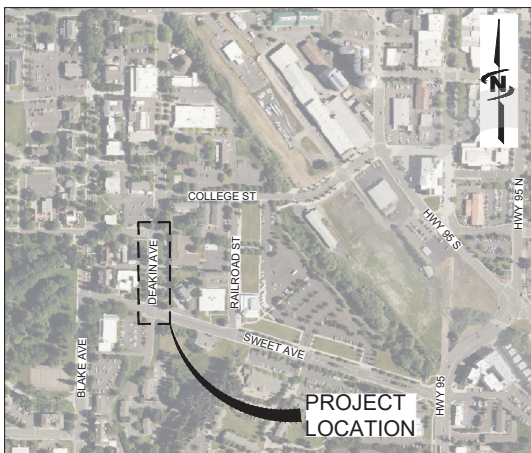
Laurie M. Hopkins, City Clerk

Attachment "A"

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS

MCKINSTRY ESSENTION, LLC.
UNIVERSITY OF IDAHO
CITY OF MOSCOW

March 2025



University
of Idaho



PROJECT NO. 21-23-027



J-U-B ENGINEERS, INC.

201 South Jackson Street, Moscow, ID 83843
p 208 746 9010 w www.jub.com



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Sheet List Table

Sheet Number	Sheet Title
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	GENERAL NOTES
G-004	INSPECTION TABLE
G-005	INSPECTION TABLE
G-006	LINETYPE LEGEND
G-007	SYMBOL LEGEND AND ABBREVIATIONS
V-101	TOPOGRAPHICAL SURVEY AND CONTROL
CD-101	ROADWAY DEMOLITION PLAN
CD-102	UTILITY DEMOLITION PLAN
C-103	ROADWAY SITE DIMENSIONS AND LAYOUT
C-104	UTILITY SITE DIMENSIONS AND LAYOUT
C-201	DEAKIN AVE ROADWAY PLAN AND PROFILE (STA 10+00 TO 12+05)
C-202	DEAKIN AVE ROADWAY PLAN AND PROFILE (STA 12+05 TO 14+00)
C-203	DEAKIN AVE UTILITIES PLAN AND PROFILE (12+05 TO 14+00)
C-204	DEAKIN AVE UTILITIES PLAN AND PROFILE (12+05 TO 14+00)
C-205	DEAKIN AVE UTILITIES PLAN AND PROFILE (20+00 TO 21+30)
C-401	NORTH AND SOUTH PEDESTRIAN RAMPS
C-402	ALLEY PEDESTRIAN RAMPS & DRIVEWAY APPROACHES
C-501	CIVIL DETAILS
C-502	CIVIL DETAILS
C-601	TRAFFIC CONTROL PLAN

CONTACT PHONE NUMBERS

MCKINSTRY - IRA NOLANDER MCKINSTRY OFFICE	509-290-8279 m 509-508-1815 o	PROGRAM MANAGER
UNIVERSITY OF IDAHO FACILITIES - MATT PROCTOR FACILITIES OFFICE	208-885-1057 o 208-885-6246 o	CONSTRUCTION MANAGER
J-U-B ENGINEERS, INC. - GARRETT FREI, P.E. STEVEN SCHRAMM, P.E. J-U-B OFFICE	208-376-7330 m 208-901-1811 m 208-746-9010 o	PROJECT ENGINEER PROJECT MANAGER
EMERGENCY - POLICE DEPARTMENT FIRE DEPARTMENT AMBULANCE	911 OR 208-882-2577 o 911 OR 208-882-2831 o 911	
UTILITIES - CITY OF MOSCOW AVISTA FIRST STEP INTERNET	208-882-7000 o 208-227-9187 o 208-882-8869 o	

REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings, Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dlm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

LAST UPDATED: 3/7/2025

SHEET NUMBER:

G-001

1. ALL WORK SHALL CONFORM TO THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION," ISPCW 2020 EDITION.
2. FOUND MONUMENTS SHOWN ON PLANS, ANY MONUMENTS (IRON PINS, BRASS CAPS, ALUMINUM CAPS, IRON PIES, ETC.) ENCOUNTERED DURING THE COURSE OF CONSTRUCTION WHICH ARE NOT SHOWN ON THE PLANS SHALL BE RETAINED AND PROTECTED UNTIL THEY ARE REFERENCED BY THE LICENSED SURVEYOR IN THE STATE OF IDAHO.
3. RETAIN AND PROTECT ALL UTILITIES, LANDSCAPE, TREES AND SITE ITEMS UNLESS OTHERWISE CALLED OUT IN PLANS.
4. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND BUSINESS LICENSES PRIOR TO CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST AT ANY LOCATION WHICH MAY BE CAUSED BY THIS PROJECT.
6. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL AND PROTECTION OF PEDESTRIANS IN AND AROUND THIS WORK. REFERENCE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION FOR WORK ZONE TRAFFIC CONTROL.
7. ANY WORK DONE WITHIN A PUBLIC RIGHT-OF-WAY SHALL BE COORDINATED AND APPROVED BY THE CITY. RIGHT-OF-WAY USE PERMIT WILL BE REQUIRED. ALL WORK SHALL MEET CURRENT OSHA REQUIREMENTS.
8. WHERE WORK IS PERFORMED ON EASEMENTS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO ELIMINATE ANY ADVERSE EFFECTS ON THE ADJACENT PROPERTY AND/OR TO RESTORE IT TO ITS ORIGINAL CONDITION.
9. ALL DISTANCES AND DATA SHALL BE CHECKED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. IN CASE OF CONFLICT, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY SO THAT CLARIFICATION MAY BE MADE PRIOR TO THE START OF THE WORK.
10. THE CONTRACTOR SHALL ARRANGE FOR, SECURE AND PAY FOR DIRECTLY, ANY AND ALL TEMPORARY UTILITY SUPPLIES (E.G., WATER, POWER, AND TELEPHONE) IT MAY REQUIRE FOR PROSECUTION OF ITS WORK. THE COST OF SUCH UTILITIES SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM WITH WHICH IT IS ASSOCIATED.
11. SHOULD CONSTRUCTION BE HALTED BECAUSE OF INCLEMENT WEATHER CONDITIONS, THE CONTRACTOR WILL COMPLETELY CLEAN UP ALL AREAS AND MAINTAIN THE SURFACE IN GOOD CONDITIONS DURING THE SHUT-DOWN PERIOD.
12. THE CONTRACTOR'S PERSONNEL, EQUIPMENT, AND OPERATIONS SHALL COMPLY FULLY WITH ALL APPLICABLE STANDARDS, REGULATIONS, AND REQUIREMENTS OF EXISTING FEDERAL, IDAHO STATE, AND LOCAL GOVERNMENTAL AGENCIES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR STORMWATER POLLUTION PREVENTION AS A RESULT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PREPARE A STORMWATER POLLUTION PREVENTION PLAN FOR APPROVAL BY THE ENGINEER. IF LESS THAN ONE (1) ACRE, CONTRACTOR TO PREPARE AND UTILIZE POLLUTION PREVENTION PLAN (PPP). IF THE CONSTRUCTION WILL DISTURB MORE THAN ONE (1) ACRE, THE CONTRACTOR SHALL OBTAIN A COPY OF THE IDEO NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (OTHERWISE KNOWN AS THE CONSTRUCTION GENERAL PERMIT, CGP) AND SUBMIT A "NOTICE OF INTENT" (NOI) FOR PERMIT COVERAGE UNDER THE GENERAL PERMIT. THE CGP DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH OTHER REGULATIONS OR CONTRACT REQUIREMENTS REGARDING STORMWATER POLLUTION PREVENTING, INCLUDING BUT NOT LIMITED TO, PROTECTION OF SURFACE WATERS, PREVENTION OF SOIL RUNOFF INTO DRAINS, DUST CONTROL, PREVENTION OF TRACKING SOILS TO ADJACENT STREETS, FUEL CONTAINMENT, SPILL CONTROL, ETC.
14. REMOVE AND DISPOSE OF ALL UNCONTROLLED FILL PER LOCAL, STATE, AND FEDERAL REGULATIONS. IF CONTRACTOR SEEKS TO REUSE THE UNCONTROLLED FILL FOR SITE GRADING, CONTRACTOR SHALL SUBMIT QUALITY CONTROL PLAN TO ENGINEER FOR REVIEW PRIOR TO REUSING THE UNCONTROLLED FILL.
15. IF SITE CONDITIONS DIFFER FROM THAT WHICH IS SHOWN IN THE PLANS, THE CONTRACTOR SHALL COORDINATE WITH ENGINEER.
16. ANY UNCRUSHED AGGREGATES USED SHALL MEET GRADATION AND COMPACTION REQUIREMENTS AS FOUND IN ISPCW SECTION 801.
17. THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. NOT ALL UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH AFFECTED UTILITY COMPANIES. CALL DIS LINE AT 811 AT LEAST 48 HOURS PRIOR TO EXCAVATING TO REQUEST LOCATIONS OF UNDERGROUND UTILITIES.
18. PROPERTIES WITH WATER AND SEWER SERVICES IMPACTED BY CONSTRUCTION ACTIVITIES SHALL BE NOTIFIED OF CONSTRUCTION ACTIVITIES A MINIMUM OF TWO (2) DAYS PRIOR TO DISRUPTING THEIR SERVICE(S).
19. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO DISCONNECT, REMOVE, AND/OR CAP OFF EXISTING UTILITY SERVICE LINES, POWER, TELEPHONE, NATURAL GAS, ETC.
20. CROSS-REFERENCE AND COORDINATE ALL WORK IN THE CONTRACT DOCUMENTS AMONG THE VARIOUS TRADES AND DISCIPLINES.
21. THESE PLANS SCHEMATIC AND ARE NOT INTENDED TO DEPICT ALL DETAILS OF THE WORK REQUIRED. THE CONTRACTOR IS RESPONSIBLE TO BECOME FAMILIAR WITH ACTUAL SITE CONDITIONS AND WORKS AFFECTING WORK.
22. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OPERATIONS STAFF PRIOR TO COMMENCING WORK.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS AND STANDARDS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
24. THE CONTRACTOR SHALL PROVIDE THEIR OWN CONSTRUCTION STAKING FOR THE PROJECT.
25. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL STAKES WITHIN THE CONSTRUCTION SITE AT ALL TIMES. ANY LOST OR OBLITERATED STAKES OR PINS WILL BE RESET AT THE CONTRACTOR'S EXPENSE.
26. EXISTING PROPERTY CORNERS OR SURVEY MONUMENTS SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION. ANY DAMAGED OR OBLITERATED CORNERS OR MONUMENTS SHALL BE RE-ESTABLISHED BY PROFESSIONAL SURVEYORS, LICENSED TO WORK IN THE STATE OF IDAHO, PRIOR TO FINAL ACCEPTANCE.
27. THE CONTRACTOR SHALL LIMIT WORK AREA TO THE LIMITS OF THE UNIVERSITY OF IDAHO PROPERTY, RIGHT-OF-WAY, AND APPROVED EASEMENTS.
28. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE OWNER AND ENGINEER.
29. CONTRACTOR SHALL RETAIN AND PROTECT ACROSS ENTIRE SITE ALL EXISTING FEATURES INCLUDING UTILITIES, ROADS, CANALS, FENCES, STRUCTURES, TREES, LAGOONS, AND OTHER SITE IMPROVEMENTS (AS PRESENT) THAT ARE NOT IN DIRECT CONFLICT WITH THE WORK. DAMAGE BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
30. THE CONTRACTOR IS REQUIRED TO PROPERLY DISPOSE OF ALL DEBRIS REMOVED FOR CONSTRUCTION OF THE WORK.
31. THE OWNER RESERVES THE RIGHT TO SALVAGE ITEMS NOTED FOR DEMOLITION. CONTRACTOR SHALL DISPOSE OF ALL ITEMS NOT SALVAGED BY THE OWNER.
32. OWNER TO MAINTAIN EXISTING UTILITIES IN OPERATION AT ALL TIMES. OWNER WILL WORK WITH CONTRACTOR TO COORDINATE SHORT PERIODS OF SHUT DOWN, IF NECESSARY. SUCH SHUT DOWNS WILL REQUIRE PRIOR NOTICE.
33. CONTRACTOR SHALL PROVIDE, MAINTAIN, AND PAY FOR SUITABLE QUALITY WATER AS REQUIRED FOR PROJECT WORK INCLUDING TESTING, DUST CONTROL, ETC.
34. CONTRACTOR SHALL COORDINATE WITH STATE AND LOCAL INSPECTION AGENCIES AS REQUIRED FOR INSPECTION AND APPROVAL OF THE WORK (E.G., PLUMBING, MECHANICAL, ELECTRICAL, BUILDING, ETC.).
35. FINISH GRADE SLOPE AWAY FROM BUILDINGS/STRUCTURES AT A MINIMUM OF 2% OR A MAXIMUM OF 25% FOR A MINIMUM DISTANCE OF 10' OR TO THE CATCH POINT WITH EXISTING GRADE (WHICHEVER IS GREATER) UNLESS INDICATED OTHERWISE ON THE PLANS.
36. SITE SHALL BE CLEANED AND RESTORED TO ORIGINAL CONDITION UPON COMPLETION OF WORK. UNLESS NOTED OTHERWISE, PROVIDE FINAL SURFACE REPAIR TO ALL AREAS IMPACTED DURING THE COURSE OF THE WORK TO A CONDITION EQUAL TO OR BETTER THAN THAT PRESENT PRIOR TO BEGINNING WORK. ALL DISTURBED GRASSY AREAS SHALL BE RE-SEEDDED AND MULCHED IMMEDIATELY AFTER CONSTRUCTION AND GROOMED TO ORIGINAL OR BETTER CONDITION.
37. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SOIL, ROCK, OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION, AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.
38. ALL OPERATIONS CONDUCTED ON THE PREMISES SHALL BE RESTRICTED TO THE HOURS BETWEEN 7:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE OWNER. THIS INCLUDES THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT OR ANY OTHER ASSOCIATED EQUIPMENT. NO WORK SHALL BE PERFORMED ON WEEKENDS UNLESS REQUIRED BY THE CONTRACTOR IN WRITING WITH 48 HOURS NOTICE AND SUBSEQUENTLY AUTHORIZED IN WRITING BY THE OWNER.
39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE MUTCD, CURRENT EDITION. AT LEAST 24 HOURS PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL A PERMIT IS ISSUED AND ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
40. IF ANY ITEMS OF SUSPECTED HISTORICAL OR ARCHAEOLOGICAL VALUE ARE UNCOVERED DURING CONSTRUCTION, THE CONTRACTOR WILL BE REQUIRED TO STOP WORK AND CONTACT THE IDAHO STATE HISTORIC PRESERVATION OFFICE.
41. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS ASSOCIATED WITH DEWATERING. DEWATERING DISCHARGE TO ADJACENT STREAMS OR DRAINS SHALL NOT BE ALLOWED UNTIL CONTRACTOR HAS SECURED NECESSARY PERMITS FOR DEWATERING.
42. THE CONTRACTOR SHALL VIDEO THE PROJECT SITE PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. VIDEOS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO CONSTRUCTION AND PRIOR TO FINAL PAYMENT, RESPECTIVELY.
43. THE CONTRACTOR SHALL PERFORM CCTV INSPECTIONS OF SANITARY SEWER PIPE AFTER SERVICE CONNECTIONS HAVE BEEN INSTALLED. VIDEO INSPECTIONS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO PAYMENT.

1. PRIOR TO PLACING BASE MATERIAL, THE FOLLOWING SHALL BE COMPLETED:
 - A. ALL PUBLIC UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED.
 - B. THE CONTRACTOR SHALL CERTIFY AND PROVIDED COPIES OF COMPACTION TEST RESULTS TO THE ENGINEER, FOR ALL TRENCHES, SUBGRADE, AND AREAS UNDER CURB AND GUTTER.
 - C. THE LINE AND GRADE OF THE SUBGRADE SHALL BE INSPECTED AND APPROVED BY THE ENGINEER OF RECORD.
 - D. A PROOF-ROLL OF THE SUBGRADE SHALL BE PERFORMED AND OBSERVED BY THE ENGINEER OF RECORD.
2. CRUSHED AGGREGATE BASE SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (SPWIC) SECTION 802, TYPE 1) 3/4-INCH MAXIMUM AGGREGATE SIZE, AND SHALL BE COMPACTED TO THE FOLLOWING SPECIFICATIONS:
 - A. ROADWAY: 95%-STANDARD PROCTOR.
 - B. CURB BASE AND DRIVEWAY APPROACHES: 95%-STANDARD PROCTOR.
 - C. SIDEWALKS OR TRAILS: 95% STANDARD PROCTOR.
3. PRIOR TO PLACING ASPHALT CONCRETE, THE FOLLOWING SHALL BE COMPLETED:
 - A. THE CONTRACTOR SHALL PROVIDE QUALITY CONTROL COMPACTION TEST AND PROVIDE RESULTS TO THE ENGINEER OF RECORD. THE ENGINEER WILL PROVIDE QUALITY ASSURANCE TESTING AS DEEMED NECESSARY.
 - B. ALL UTILITIES SHALL BE ADJUSTED TO GRADE AND ASPHALT COLLARS INSTALLED.
 - C. OBTAIN AUTHORIZATION FROM THE CITY TO PROCEED WITH ASPHALT PAVING. THE CITY INSPECTOR SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO PLACEMENT OF ASPHALT PAVEMENT.
4. NO ASPHALT SHALL BE PLACED ON WET OR FROZEN SURFACES, OR WHEN THE AIR OR GROUND TEMPERATURE IS LESS THAN 40°F. TOP COURSES OR PAVEMENT THICKNESS LESS THAN 2.5 INCHES SHALL NOT BE PLACED WHEN AIR OR GROUND TEMPERATURE IS LESS THAN 50°F, WITHOUT APPROVAL BY THE ENGINEER OF RECORD.
5. A TACK COAT SHALL BE APPLIED TO ALL ADJACENT CURBS AND JOINTS, PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE.
6. EXTRACTION AND GRADATION TESTS MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER. ADDITIONALLY, CORING OF THE ASPHALT PAVEMENT MAY BE REQUESTED TO VERIFY PAVEMENT THICKNESS AND/OR COMPACTION AT NO COST TO THE OWNER.
7. FORMS, SUBGRADE AND STRING-LINE INSPECTION IS REQUIRED PRIOR TO POURING CONCRETE. A MINIMUM NOTICE OF 24 HOURS IS REQUIRED PRIOR TO INSPECTION.
8. CONCRETE SHALL NOT BE PLACED ON FROZEN SURFACES, ICE OR SNOW, OR SURFACES WITH A TEMPERATURE GREATER THAN 90°F, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER OF RECORD. CONCRETE PLACEMENT SHALL BE DISCONTINUED WHEN AIR TEMPERATURES REACH 35°F AND FALLING UNLESS OTHERWISE APPROVED BY THE ENGINEER OF RECORD AND A COLD WEATHER CONCRETE POURING PLAN SUBMITTED BY THE CONTRACTOR AND HAS BEEN APPROVED.
9. CURB AND GUTTER SHALL BE CONSTRUCTED WITH FULL DEPTH CONSTRUCTION EXPANSION JOINTS ADJACENT TO CATCH BASINS AND AT ALL RETURNS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY TEN (10) FEET.
10. SIDEWALK SHALL BE CONSTRUCTED WITH FULL DEPTH EXPANSION JOINTS EVERY TWENTY (20) FEET AND WEAKENED PLANE JOINTS EVERY FIVE (5) FEET. JOINTS IN THE SIDEWALK SHALL BE ALIGNED WITH CURB JOINTS AS NEARLY AS PRACTICAL.
11. ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTER, SIDEWALKS, ASPHALT, CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED IN CONNECTION WITH THIS PROJECT, SHALL INCLUDE SAW CUTTING, REMOVAL, REPLACEMENT AND CAPPING.
12. SURFACE REPAIR ASPHALT SHALL BE PER CITY OF MOSCOW STANDARD CONSTRUCTION SPECIFICATIONS.
13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE CHANGES TO TRAFFIC WITH THE UNIVERSITY OF IDAHO & CITY OF MOSCOW.

1. APPROXIMATE LOCATIONS OF UTILITIES ARE SHOWN ON THE PLANS. THEY ARE TO BE USED FOR GENERAL INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATION OF ANY UTILITIES. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE APPROPRIATE UTILITY COMPANY FIELD-LOCATE ANY UTILITY INSTALLATIONS WHICH MIGHT BE AFFECTED BY THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICE OF EXISTING UTILITIES AND FOR RESTORING ANY UTILITIES DAMAGED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. DEPTHS AND ELEVATIONS OF UTILITIES ARE UNKNOWN UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL FIELD VERIFY UTILITY DEPTHS AND ELEVATIONS. ANY DISCREPANCIES AND/OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.



SHEET NUMBER:



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CITY IMPROVEMENTS
CITY OF MOSCOW

GENERAL NOTES

WATER NOTES

- CONSTRUCT THE WATER SYSTEM TO CONFORM WITH THE STANDARDS IN THE "IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08)" AND THE CITY OF MOSCOW STANDARD CONSTRUCTION SPECIFICATIONS AND DRAWINGS.
- ALL WATER PIPE AND FITTING SHALL COMPLY WITH APPLICABLE PORTIONS OF SECTION 3.1 OF THE STANDARD SPECIFICATIONS AND DRAWINGS. WATER MAINS SHALL BE AWWA C-900, CLASS 165 PVC.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEWATERING DURING THE CONSTRUCTION PERIOD PER ISWPC SECTION 205 AND THE PROJECT SPECIFICATIONS. IF GROUNDWATER IS ENCOUNTERED, SUBMIT A DEWATERING PLAN TO ENGINEER FOR REVIEW PRIOR TO ANY DEWATERING ACTIVITIES.
- THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS/HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CALL DIG LING AT 811 48 HOURS PRIOR TO EXCAVATING TO REQUEST LOCATIONS OF UNDERGROUND UTILITIES.
- THE EXISTING PIPELINE ALIGNMENT AND DEPTH IS BASED ON LIMITED RECORD INFORMATION AND FIELD MARKINGS. CONTRACTOR SHALL EXACTLY LOCATE THE EXISTING MAIN BY POT-HOLING AT EACH END OF EXISTING WATER MAIN CONNECTION POINTS PRIOR TO COMMENCING OTHER WORK. NOTIFY ENGINEER IF ACTUAL CONDITIONS ARE DIFFERENT THAN DEPICTED ON THE PLANS.
- THE HORIZONTAL SEPARATION OF POTABLE WATER MAINS AND NON-POTABLE WATER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM EDGE OF PIPE TO EDGE OF PIPE. WHERE IT IS NECESSARY FOR NON-POTABLE WATER MAINS TO CROSS EACH OTHER AND THE NON-POTABLE MAIN IS LESS THAN EIGHTEEN (18) INCHES BELOW OR ABOVE THE POTABLE WATER MAIN, THE NON-POTABLE MAIN SHALL CLASS 250 ASTM D-2241 PVC PIPE WITH WATER-TIGHT JOINTS, OR EQUAL CONSTRUCTION, FOR A DISTANCE OF TEN (10) FEET ON BOTH SIDES OF THE POTABLE WATER MAIN IN ACCORDANCE WITH SECTION 542.07 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08). ONE FULL LENGTH (20') OF BOTH THE POTABLE WATER MAIN AND THE NON-POTABLE MAIN SHALL BE CENTERED AT THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. THE NON-POTABLE LINE CONSTRUCTION WITHIN EIGHTEEN (18) INCHES OF THE POTABLE LINE OR ABOVE THE POTABLE LINE MUST BE PRESSURE TESTED FOR WATER TIGHTNESS FOR A DISTANCE OF TEN (10) FEET ON BOTH SIDES OF THE CROSSING. IN LIEU OF CONSTRUCTING OR RECONSTRUCTING THE NON-POTABLE MAIN TO CONFORM TO POTABLE MAIN STANDARDS, THE POTABLE WATER MAIN MAY BE SLEEVED IN AWWA C-900, CLASS 200 PVC FOR A DISTANCE OF TEN (10) FEET ON BOTH SIDES OF THE CROSSING.
- THE HORIZONTAL SEPARATION OF NON-POTABLE SERVICES AND POTABLE WATER SERVICES OR POTABLE WATER MAINS SHALL BE A MINIMUM OF SIX (6) FEET. WHERE IT IS NECESSARY FOR NON-POTABLE SERVICES (SANITARY SEWER, STORM SEWER, AND IRRIGATION) AND POTABLE WATER SERVICES OR POTABLE WATER MAINS TO CROSS EACH OTHER, AND THE NON-POTABLE SERVICE IS ABOVE THE POTABLE WATER SERVICE OR POTABLE WATER MAIN (REGARDLESS OF VERTICAL SEPARATION DISTANCE) OR IS LESS THAN EIGHTEEN (18) INCHES BELOW OR ABOVE THE POTABLE WATER SERVICE OR POTABLE WATER MAIN, THE NON-POTABLE SERVICE SHALL BE CLASS 250 ASTM D-2241 PVC PIPE WITH WATER-TIGHT JOINTS, OR EQUAL CONSTRUCTION, FOR A DISTANCE OF TEN (10) FEET ON BOTH SIDES OF THE POTABLE WATER SERVICES OR POTABLE WATER MAIN IN ACCORDANCE WITH SECTION 542.07 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08). ONE FULL LENGTH (20') OF BOTH THE POTABLE WATER SERVICE OR POTABLE WATER MAIN AND THE NON-POTABLE SERVICE SHALL BE CENTERED AT THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. THE NON-POTABLE LINE CONSTRUCTED WITHIN EIGHTEEN (18) INCHES OF THE POTABLE LINE OR ABOVE THE POTABLE LINE MUST BE PRESSURE TESTED FOR WATER TIGHTNESS FOR A DISTANCE OF TEN (10) FEET ON BOTH SIDES OF THE CROSSING. IN LIEU OF CONSTRUCTING OR RECONSTRUCTING THE NON-POTABLE SERVICE TO CONFORM TO POTABLE SERVICE STANDARDS, THE POTABLE WATER SERVICE OR POTABLE WATER MAIN MAY BE SLEEVED IN AWWA C-900, CLASS 200 PVC FOR A DISTANCE OF TEN (10) FEET ON BOTH SIDES OF THE CROSSING.
- ALL INTERIOR SURFACES OR COATINGS SHALL CONSIST OF PRODUCTS WHICH ARE CERTIFIED BY LABORATORIES APPROVED BY ANSI AND WHICH COMPLY WITH ANSISF STANDARDS 61 AND 372. THIS REQUIREMENT APPLIES TO ANY PIPES AND FITTINGS, PROTECTIVE MATERIALS (E.G., PAINTS, COATINGS, CONCRETE ADMIXTURES, SEALERS), JOINING AND SEALING MATERIALS (E.G., ADHESIVES, CAULKS, GASKETS, PRIMERS, SEALANTS), AND MECHANICAL DEVICES (E.G., ELECTRICAL WIRE, SWITCHES, SENSORS, VALVES) WHICH ARE LOCATED TO COME IN CONTACT WITH DRINKING WATER.
- THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT TWO (2) WORKING DAYS BEFORE INITIAL CONSTRUCTION BEGINS AND SHALL ALSO REQUEST INSPECTION OF WATER LINES AND APPURTENANCES TWENTY-FOUR (24) HOURS IN ADVANCE OF BACKFILLING.
- CONSTRUCT, FLUSH AND DISINFECT ALL WATER DISTRIBUTION SYSTEMS IN ACCORDANCE WITH APPLICABLE PORTIONS OF SECTION 542.02 OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS (IDAPA 58.01.08) AND THE CITY OF MOSCOW WATER DEPARTMENT REQUIREMENTS. PRESSURE AND LEAKAGE TESTING OF WATER MAIN SHALL COMPLY WITH AWWA C-600.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONTINUOUS WATER SERVICE TO ALL EXISTING URBAN AREAS AFFECTED BY CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL EXISTING SERVICE CONNECTIONS.
- SECURE AND ANCHOR ALL TEES, PLUGS, CAPS, BENDS AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST BY MECHANICAL RESTRAINTS.

- THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING, FOR HIS/HER OWN BENEFIT PRIOR TO INSTALLATION OF OTHER UTILITIES TO ENSURE THE INTEGRITY OF THE INSTALLED LINE. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING, THE CONTRACTOR SHALL PERFORM FINAL PRESSURE AND BACTERIA TESTS WITH THE CITY INSPECTOR PRESENT. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST. TEST PRESSURE SHALL BE 160 PSI.
- SUBMIT SHOP DRAWINGS INCLUDING ACCURATE DIMENSIONS AND LAYOUT FOR MATERIALS TO BE INSTALLED.
- PROVIDE DATA ON PIPE MATERIALS, PIPE FITTINGS, SPLICE KITS, VALVES AND ALL OTHER APPURTENANCES.
- WATER PIPE SHALL BE PRESSURE CLASS 235 PSI (DR 18), OR AS INDICATED IN THE CONTRACT DOCUMENTS.
- TYLER DUCTILE IRON COMPACT FITTINGS USING MECHANICAL OR PUSH-ON JOINTS (3-INCH THROUGH 24-INCH) PER ANSI/AWWA C153.
- TYLER DUCTILE IRON OR GRAY IRON FITTINGS USING MECHANICAL, FLANGED OR PUSH-ON JOINTS (3-INCH THROUGH 24-INCH) PER ANSI/AWWA C110.
- CONCRETE PER ISWPC SECTION 703 - CAST IN-PLACE CONCRETE. MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI.
- FOR PIPES LARGER THAN 18" IN DIAMETER, THE THRUST BLOCK MUST BE DESIGNED AND STAMPED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF IDAHO AT NO ADDITIONAL COST TO THE CITY. PROVIDE THE CITY WITH A COPY OF THRUST BLOCK DESIGN FOR REVIEW AND ACCEPTANCE AT LEAST 14 CALENDAR DAYS PRIOR TO CONSTRUCTION OF THE THRUST BLOCK. THRUST BLOCK SHALL NOT BE CONSTRUCTED UNTIL THE CITY HAS REVIEWED THE DESIGN.
- EBAA IRON SERIES 2000 PV (PVC PIPE) OR EBAA IRON SERIES 1100 MEGALUG (DUCTILE IRON PIPE) OR APPROVED SUBSTITUTION, AND TO MEET REQUIREMENTS OF ASTM F1674. AN IDENTIFICATION NUMBER CONSISTING OF YEAR/DAY/PLANT/SHIFT TO BE CAST INTO EACH GLAND BODY FROM WHICH TO TRACE TEST RESULTS. GLAND SHALL BE RATED AT 350 PSI WITH 2:1 SAFETY FACTOR. GLAND SHALL BE FUSION EPOXY COATED, MINIMUM DRY THICKNESS 20 MILS.
- THE CONTRACTOR SHALL NOT BURY ANY WORK TO BE INSPECTED WITHOUT SUCH INSPECTIONS TAKING PLACE. THE CONTRACTOR SHALL NOTIFY TWENTY-FOUR (24) HOURS IN ADVANCE AND USE EVERY NUMBER AVAILABLE TO CONTACT THE FIELD INSPECTOR. IF WORK IS COVERED WITHOUT THE APPROPRIATE INSPECTION, THE CONTRACTOR WILL DIG AND EXPOSE ANY APPURTENANCE WHICH REQUIRES INSPECTION AT THE CONTRACTOR'S EXPENSE.
- ALL OPENINGS IN THE PIPELINE SHALL BE CLOSED WITH WATERTIGHT EXPANDABLE TYPE PLUGS, A PUSH-IN PLUG (OR PIPE SECTION WITH CAP) OR CAST-IRON TEST PLUGS AT THE END OF EACH DAY'S OPERATION. THE USE OF FABRIC, PLASTIC, A BUCKET, WOOD OR OTHER SIMILAR TEMPORARY PLUGS WILL NOT BE PERMITTED.
- PIPE MAY DEFLECT A MAXIMUM:
 - PVC: 1-DEGREE OR 4 INCHES FOR 20-FOOT LAY LENGTH AND MUST MEET MANUFACTURER SPECIFICATION REGARDING "STAB LINE".
 - DUCTILE IRON BELL AND SPIGOT JOINTS:
 - 1.4-12 INCH NOMINAL DIAMETER: 5-DEGREES OR 21 INCHES FOR 20-FOOT LAY LENGTH AND MUST MEET MANUFACTURER SPECIFICATION REGARDING "STAB LINE".
 - 2.12-24 INCH NOMINAL DIAMETER: 3-DEGREES OR 12 INCHES FOR 20-FOOT LAY LENGTH AND MUST MEET MANUFACTURER SPECIFICATION REGARDING "STAB LINE".
- DUCTILE IRON MECHANICAL JOINT:

MINIMUM JOINT DEFLECTION MECHANICAL JOINT PIPE	
NOMINAL PIPE SIZE (IN)	DEFLECTION (DEGREES)
4	8.18
6	7.07
8	5.21
10	5.21
12	5.21
16	3.35
18	3.00
20	3.00
24	2.23
- COUPLING AND COMPRESSION FITTING MAXIMUM ALLOWABLE PIPE GAP: 1/2-INCH.
- ALIGN NEW PIPE TO INTERFACE WITH EXISTING AND APPLY NO UNUSUAL STRESS TO THE PIPE. INSTALL PIPE TO ALLOW FOR EXPANSION AND CONTRACTION WITHOUT STRESSING PIPE OR JOINTS.
- MAINTAIN SEPARATION OF WATER MAIN FROM ANY SOURCES OF CONTAMINATION DISCOVERED IN ACCORDANCE WITH IDAHO DEPARTMENT OF HEALTH AND WELFARE, DIVISION OF ENVIRONMENTAL QUALITY REGULATIONS.

- JOINING PVC, DUCTILE IRON AND AC PIPE AND FITTINGS
 - RUBBER GASKET TYPE FITTINGS:
 - MAXIMUM PIPE LENGTH: 20 FEET
 - MINIMUM PIPE LENGTH: 1-1/2 FEET
 - JOIN PIPES 4 INCHES AND LARGER AT TEES, VALVES, AND OTHER FITTINGS USING MECHANICAL JOINTS.
 - ADDITIONAL JOINT RESTRAINT SHALL BE INSTALLED IF DEEMED APPLICABLE BY THE CITY.
- WHERE RUBBER RING FITTINGS ARE USED, MACHINE PIPE ENDS IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
- INSTALL ROMAC COUPLINGS AT AC TO PVC PIPE JOINTS (IF ENCOUNTERED), WHERE TEES OR ELBOWS ARE NOT INSTALLED. ALL VALVES SHALL BE BOLTED TO TEES AND CROSSES WHERE APPLICABLE. VALVES USED WITH NINETY (90) DEGREE ELBOWS SHALL BE BOLTED TO ONE SIDE OF THE FITTING.
- MECHANICAL JOINT FITTING BOLT TORQUES, UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER:

MECHANICAL JOINT BOLT TORQUE		
JOINT SIZE (IN)	BOLT SIZE (IN)	TORQUE RANGE (FT-LBS)
4-24	8.18	75-90
30-36	7.07	100-120
42-48	5.21	120-150
- ALL MECHANICAL JOINT DEFLECTION GREATER THAN ELEVEN AND ONE-QUARTER (11-1/4) DEGREES SHALL BE PHYSICALLY RESTRAINED WITH A CONCRETE THRUST BLOCK. CONCRETE THRUST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH MSCD 31 AND SECTION 401.3.4.D. FOR PIPES LARGER THAN 18" IN DIAMETER, INSTALL THRUST BLOCKS ACCORDING TO SECTION 401.2.8.
- GASKET INSTALLATION LUBRICANT SHALL BE SUITABLE FOR USE IN POTABLE WATER.
 - IT SHALL BE DELIVERED TO THE JOB IN CLOSED CONTAINERS AND KEPT CLEAN.
 - USE OF OTHER AGENTS NOT MEETING MANUFACTURER RECOMMENDATIONS IS PROHIBITED.
- WHOLLY OR PARTIALLY DEWATERED MAINS SHALL BE RETURNED TO SERVICE AFTER APPROVAL AND THE FOLLOWING REQUIREMENTS ARE MET:
 - INTERIOR PIPE AND FITTINGS USED IN REPAIR SHALL BE SWABBED OR SPRAYED WITH A ONE (1) PERCENT HYPOCHLORITE SOLUTION BEFORE INSTALLATION.
 - FLUSH IMMEDIATELY AFTER REPAIRS ARE COMPLETE AND CONTINUE UNTIL WATER IS NO LONGER DISCOLORED. IF VALVE AND HYDRANT LOCATIONS PERMIT, FLUSH TOWARDS THE WORK LOCATION FROM BOTH DIRECTIONS.
 - COLLECT BACTERIOLOGICAL SAMPLES AFTER REPAIRS ARE COMPLETE. IF FLOW DIRECTION IS UNKNOWN, SAMPLE EACH SIDE OF THE REPAIR.
 - IF POSITIVE BACTERIOLOGICAL SAMPLES ARE RECORDED, THE CITY WILL EVALUATE AND DETERMINE A CORRECTIVE ACTION. SAMPLE DAILY UNTIL TWO CONSECUTIVE NEGATIVE SAMPLES ARE RECORDED WITH A MINIMUM OF 24 HOURS BETWEEN SAMPLES.
- THRUST BLOCKS SHALL BE POURED THE FULL DEPTH OF THE FITTING. A MINIMUM 4 MIL PLASTIC SHEETING SHALL BE BETWEEN THE THRUST BLOCK AND FITTING. FITTING SHALL BE DOUBLE WRAPPED.
- THE CONCRETE SHALL BE POURED TO A PERPENDICULAR UNDISTURBED EMBANKMENT AND MEET SIZE REQUIREMENTS. REFER TO SECTION 401.2.8 AND MSCD 31.
- THRUST BLOCKS MUST BE INSPECTED BY THE CITY PRIOR TO BACKFILL.
- ANCHOR BARS SHALL BE 3/4" MINIMUM DIAMETER STEEL RODS; COAT TIE RODS WITH BITUMINOUS COATING OR APPROVED EQUAL. HOOK (2" MIN.) ALL EMBEDDED ENDS.
- FLUSHING PRIOR TO DISINFECTION SHALL COMPLY WITH ANSI/AWWA C651, IDEQ GUIDELINES AND CITY REQUIREMENTS.
- THE CONTRACTOR SHALL PROVIDE CHLORINE REDUCING AGENTS TO MEET DISCHARGE PERFORMANCE REQUIREMENTS.
- BACTERIOLOGICAL TEST CRITERIA:
 - MINIMUM 2 TEST WITH <1 COLIFORM BACTERIA.
 - STANDARD PLATE COUNT <100
- EXPOSE EXISTING WATER MAIN AT DESIGNED TIE IN LOCATIONS PRIOR TO CONSTRUCTING NEW WATER MAIN AND VERIFY LOCATION/TYPE OF PIPE. NOTIFY ENGINEER AND CITY IF ACTUAL CONDITIONS ARE DIFFERENT THAN DEPICTED ON THE PLANS. MAINTAIN STABILITY OF EXISTING WATER MAIN AT ALL TIMES.



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DEKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTION, LLC., UNIVERSITY OF IDAHO, CITY OF MOSCOW

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CHECKED BY: GMP
DATE: 01-08-2021
AT FULL SIZE, IF NOT ONE
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LAST UPDATED: 01/08/2021
SHEET NUMBER:
G-003



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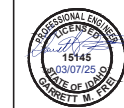
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER
UTILITIES

4. FURNISH AND INSTALL NECESSARY FITTINGS, RESTRAINTS, AND THRUST BLOCK PRIOR TO MAKING CONNECTION. FOLLOW WATER MAIN PHASE PLANNING PROVIDED BY THE CITY FOR ALL NECESSARY TESTING AND INSTALLATION REQUIREMENTS.
46. WHEN WORK IS STARTED ON A CONNECTION, IT SHALL PROCEED CONTINUOUSLY WITHOUT INTERRUPTION AND AS RAPIDLY AS POSSIBLE UNTIL COMPLETED. IF THE CONNECTION TO THE EXISTING SYSTEM INVOLVES TURNING OFF THE WATER, THE CITY SHALL NOTIFY THE RESIDENTS AFFECTED BY THE SHUTOFF. CONTRACTOR TO COORDINATE WITH CITY ON NOTIFICATIONS. NO SHUTOFF OF MAINS WILL BE PERMITTED OVERNIGHT, OVER WEEKENDS, OR NO HOLIDAYS.
47. NO CONNECTIONS OR MODIFICATIONS TO THE EXISTING WATER SYSTEM SHALL BE MADE UNLESS THE ENGINEER AND AUTHORIZED REPRESENTATIVE OF THE CITY'S WATER DEPARTMENT IS PRESENT. ALL SUCH CONNECTIONS OR MODIFICATIONS SHALL BE COMPLETED BETWEEN 9:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, UNLESS REQUESTED AND APPROVED A MINIMUM OF 2 WORKING DAYS IN ADVANCE.
48. SEAL PIPE ENDS AND COVER WITH TARPS FOR LONG TERM OUTDOOR PIPE STORAGE. UPON DELIVERY, INSPECT PIPES STORED LONGER THAN 6 MONTHS. PIPES FAILING INSPECTION WILL BE REJECTED BY THE CITY. THE SUPPLIER SHALL REPLACE REJECTED PIPE AT NO EXPENSE TO THE CONTRACTOR.
49. A PRELIMINARY SEQUENCING SCHEDULE IS LISTED BELOW. HOWEVER, THE CONTRACTOR SHALL REVIEW AND SUBMIT A WATER INSTALLATION, FLUSHING, AND TESTING PLAN TO BE APPROVED BY THE CITY PRIOR TO THE PRE-CONSTRUCTION MEETING.
 - A. CONTRACTOR TO POTHOLE AT DESIGNATED TIE-IN AND ABANDON LOCATIONS PRIOR TO CONSTRUCTING NEW 10" MAIN AND NOTIFY ENGINEER IF ACTUAL CONDITIONS ARE DIFFERENT THAN DEPICTED ON THE PLANS.
 - B. INSTALL 10" C900 DR18 PVC WATER MAIN PER PLANS - TIE IN TO SWEET AVENUE SIDE FIRST. INSTALL VALVE AT TIE-IN TO PROVIDE CONTROL OF WATER FOR THE 10" MAIN.
 - C. CLEAN, SWAB ALL PIPE/FITTINGS TO DISINFECT THROUGHOUT INSTALL. IF PIPE IS KEPT CLEAN THROUGHOUT INSTALLATION, PLACE (1) TABLESPOON OF GRANULAR CHLORINE PER 10' STICK OF PIPE.
 - D. INSTALL PRESSURE-TIGHT CAP ON EACH OPEN END OF NEW 10" PIPE AND INSTALL NECESSARY AMOUNT OF ECOLOGY BLOCKS FOR UPCOMING PRESSURE TEST.
 - E. FILL 10" MAIN FROM SWEET AVENUE VALVE. AFTER A 24-HOUR BAKE PERIOD, WATER DEPARTMENT WILL TAKE FIRST "BAC-T" TEST AND NEED TO WAIT 24 HOURS FOR RESULTS.
 - F. ASSUMING THE "BAC-T" TEST PASSED, WATER DEPARTMENT TO TAKE SECOND "BAC-T" TEST AND WILL NEED TO WAIT ANOTHER 24 HOURS FOR RESULTS OF SECOND "BAC-T" TEST.
 - G. PRESSURE TEST CAN START ONCE THE SECOND "BAC-T" IS PASSED. SET UP PRESSURE TESTING APPARATUS ON FIRE HYDRANT FOR 10" LINE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST. TEST PRESSURE SHALL BE 160 PSI.
 - H. ASSUMING THE PRESSURE TEST PASSED, WATER DEPARTMENT TO TAKE THIRD "BAC-T" TEST AND WILL NEED TO WAIT ANOTHER 24 HOURS FOR RESULTS OF THIRD "BAC-T" TEST.
 - I. AFTER ALL THREE TESTS HAVE PASSED SUCCESSFULLY, WATER DEPARTMENT TO CLOSE VALVE AT UNIVERSITY AVENUE AND CLOSE VALVE ON WEST SIDE OF CLUSTER IN SWEET AVENUE TO ALLOW FOR 10" TIE-IN. SHUT DOWN LIMITED TO 10 HOURS DURING NON-IRRIGATION SEASON.
 - J. WITH TWO CREWS, CUT INTO EXISTING 10" WATER MAIN IN SWEET AVENUE AND EXISTING 6" WATER MAIN IN UNIVERSITY AVENUE AT DESIGNATED CONNECTION POINTS PER PLANS. DEWATER INTO NEARBY STORM SEWER SYSTEM WITH APPROVAL FROM CITY OF MOSCOW AND APPLICABLE PERMITS/AGENCIES.
 - K. WATER DEPARTMENT TO OPEN VALVE AT SWEET AVENUE, AND WATER DEPARTMENT TO TAKE FINAL "BAC-T" TEST AND WAIT 24 HOURS.
 - L. ONCE PASSED, WATER DEPARTMENT TO OPEN VALVE AT UNIVERSITY AVENUE.
 - M. LOCATE STATIONS CAN BE INSTALLED OUTSIDE SHUTDOWN WINDOWS, IF NEEDED.
 - N. ABANDON EXISTING WATER MAIN PER PLANS.
 - O. CONTRACTOR TO COMPLETE ALL TEMPORARY SURFACE RESTORATION PER PLANS/SPECIFICATIONS.

1. ATTACHED IN THIS PROJECT PLAN SET ARE THE NEWEST DRAFT STANDARD CONSTRUCTION DRAWINGS (MSCD) FOR THE CITY OF MOSCOW RELEVANT TO THIS PROJECT'S UTILITY WORK.
2. ATTACHED IN THIS PROJECT PLAN SET ARE THE NEWEST DRAFT REVISIONS TO THE 2020 ISPC FOR THE CITY OF MOSCOW RELEVANT TO THIS PROJECT'S UTILITY WORK.



J-U-B ENGINEERS, INC.
201 South Jackson Street
Moscow, ID 83843
Phone: 208.746.9010

[illegible]

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTIAL, LLC., UNIVERSITY OF IDAHO, CITY OF MOSCOW

FILE: 21-23-027 G-002 G-003
JUB PROJ. #: 21-23-027
DRAWN BY: DMK
DESIGN BY: GMF
CHECKED BY: NMH

ONE INCH
AT FULL SCALE, IF NOT ONE INCH SCALE ACCORDING TO

SHEET NUMBER:
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UTILITIES**

INSPECTION AND TESTING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS TESTING INCLUDING BUT NOT LIMITED TO CONCRETE, FLUSHING, DISINFECTION, LEAK, PRESSURE, BACTERIOLOGICAL, AND COMPACTION. ALL TESTS SHALL MEET MINIMUM ENGINEER REQUIREMENTS. SEE THE CONTRACT DOCUMENTS AND DRAWINGS FOR FREQUENCY OF TESTING. RESULTS ARE TO BE DELIVERED TO SPECIAL INSPECTOR, OWNER AND ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ENGINEER AND SPECIAL INSPECTOR FOR INSPECTIONS OF WORK AT APPROPRIATE INTERVALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PAY FOR ADDITIONAL INSPECTIONS THAT ARE THE RESULT OF HIS WORKMANSHIP.



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INSPECTION TABLE

ITEM	MATERIAL	TEST / STANDARD	ACCEPTANCE	TEST FREQUENCY	INSPECTOR / CONSTRUCTION OBSERVER
1. ALL UTILITY TRENCHES					
TRENCH SUBGRADE	NATIVE (6" TO 8" LIFTS MAX.)	MOISTURE DENSITY RELATIONSHIP OF SOILS (AASHTO T180)	90% MAX. DRY DENSITY	ONE IN-PLACE DENSITY TEST EVERY LIFT PER 100 LINEAR FEET. IF PROJECT IS LESS THAN 100 LINEAR FEET, ONE IN-PLACE DENSITY TEST PER DAY OR PER LIFT (WHICHEVER TEST FREQUENCY IS MORE RESTRICTIVE).	BY TESTING SUBCONTRACTOR
		IN-PLACE DENSITY AND MOISTURE CONTENT (AASHTO 310 METHOD B)			
PIPE BEDDING	¾" MINUS CRUSHED AGGREGATE (6" TO 8" MAX. LIFT) (CURRENT ITD SPEC 703.04) OR ¾" MINUS CRUSHED AGGREGATE (6" TO 8" MAX. LIFT) (CURRENT WSDOT/M41-10 SPEC 9-03.9)	MOISTURE DENSITY RELATIONSHIP OF SOILS (AASHTO T180)	95% MAX. DRY DENSITY	ONE IN-PLACE DENSITY TEST EVERY LIFT PER 100 LINEAR FEET. IF PROJECT IS LESS THAN 100 LINEAR FEET, ONE IN-PLACE DENSITY TEST PER DAY OR PER LIFT (WHICHEVER TEST FREQUENCY IS MORE RESTRICTIVE). TEST TOP 6" OF 12" COVER.	BY TESTING SUBCONTRACTOR
		IN-PLACE DENSITY AND MOISTURE CONTENT (AASHTO 310 METHOD B)			
FIRST FOOT (12") OF FILL OVER PIPE	¾" MINUS CRUSHED AGGREGATE (6" TO 8" MAX. LIFT) (CURRENT ITD SPEC 703.04) OR ¾" MINUS CRUSHED AGGREGATE (6" TO 8" MAX. LIFT) (CURRENT WSDOT/M41-10 SPEC 9-03.9)	MOISTURE DENSITY RELATIONSHIP OF SOILS (AASHTO T180)	95% MAX. DRY DENSITY	ONE IN-PLACE DENSITY TEST EVERY LIFT PER 100 LINEAR FEET. IF PROJECT IS LESS THAN 100 LINEAR FEET, ONE IN-PLACE DENSITY TEST PER DAY OR PER LIFT (WHICHEVER TEST FREQUENCY IS MORE RESTRICTIVE).	BY TESTING SUBCONTRACTOR
		IN-PLACE DENSITY AND MOISTURE CONTENT (AASHTO 310 METHOD B)			
TRENCH BACKFILL IN NATURAL SURFACE AREA	OWNER APPROVED EXCAVATED MATERIAL	CITY OF MOSCOW STANDARD CONSTRUCTION DRAWING (MSCD) MSCD-300.102 BACKFILL TYPE C	90% MODIFIED PROCTOR	ONE IN-PLACE DENSITY TEST EVERY LIFT PER 100 LINEAR FEET. IF PROJECT IS LESS THAN 100 LINEAR FEET, ONE IN-PLACE DENSITY TEST PER DAY OR PER LIFT (WHICHEVER TEST FREQUENCY IS MORE RESTRICTIVE).	BY TESTING SUBCONTRACTOR
TRENCH BACKFILL UNDER PROPOSED ROAD AND SIDEWALK	¾" MINUS CRUSHED AGGREGATE (6" TO 8" MAX. LIFT) (CURRENT ITD SPEC 703.04) OR ¾" MINUS CRUSHED AGGREGATE (6" TO 8" MAX. LIFT) (CURRENT WSDOT/M41-10 SPEC 9-03.9)	MSCD-300.103 BACKFILL TYPE F	95% MAX. DRY DENSITY	ONE IN-PLACE DENSITY TEST EVERY LIFT PER 100 LINEAR FEET. IF PROJECT IS LESS THAN 100 LINEAR FEET, ONE IN-PLACE DENSITY TEST PER DAY OR PER LIFT (WHICHEVER TEST FREQUENCY IS MORE RESTRICTIVE).	BY TESTING SUBCONTRACTOR
2. DOMESTIC WATER MAINS					
PVC WATER MAIN	ISPPW SECTION 401 AND CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	ISPPW SECTION 401 AND CITY OF MOSCOW DESIGN STANDARDS SECTION 4-13	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
ALIGNMENT AND GRADE	N/A	CITY OF MOSCOW DESIGN STANDARDS SECTION 4-12	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	
JOINTS (DEFLECTION / PROPER PIPE IMBEDMENT)	N/A	CITY OF MOSCOW DESIGN STANDARDS SECTION 4-12	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	
THRUST BLOCKS	CONCRETE, 3000 PSI PER CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	MSCD-400.901 THRUST BLOCKS	PER SUBMITTAL, VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
PRESSURE TESTING	N/A	ISPPW SECTION 401, CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS AND CITY OF MOSCOW DESIGN STANDARDS SECTION 4-13.J AND 4-13.L	160 PSI	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY OWNER / ENGINEER
FLUSHING	N/A	ISPPW SECTION 401, CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS AND CITY OF MOSCOW DESIGN STANDARDS SECTION 4-13.J AND 4-13.K	MINIMUM VELOCITY OF 2.5 FPS	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY OWNER / ENGINEER
CHLORINATION / BACTERIA	N/A	ISPPW SECTION 401, CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS AND CITY OF MOSCOW DESIGN STANDARDS SECTION 4-13.J AND 4-13.K	BACTERIA TESTING: THREE NEGATIVE TESTING SAMPLES 24 HOURS APART	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY OWNER / ENGINEER
THRUST CONTROL/FITTINGS	N/A	PER PLAN AND SUBMITTAL(S)	VISUAL BY OWNER OR ENGINEER	PRIOR TO BACKFILLING TIE IN LOCATIONS	BY OWNER / ENGINEER
WATER SERVICES	1" POLYETHYLENE SERVICE PIPE (250 PSI)	MSCD-400.101 WATER SERVICE CONNECTIONS AND MSCD-400.102 5/8" AND 1" WATER SERVICE METER VAULT	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
	2" 250 PSI POLYETHYLENE SERVICE PIPE (250 PSI)	MSCD-400.100 WATER SERVICE CONNECTIONS AND MSCD-400.103 1½" AND 2" WATER SERVICE METER VAULT	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
3. SANITARY SEWER MAINS					
PVC SEWER MAIN	ISPPW SECTION 501 AND CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	ISPPW SECTION 501 AND CITY OF MOSCOW DESIGN STANDARDS SECTION 5-8	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
ALIGNMENT AND GRADE	N/A	CITY OF MOSCOW DESIGN STANDARDS SECTION 5-8	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	
JOINTS (DEFLECTION / PROPER PIPE IMBEDMENT)	N/A	ISPPW SECTION 501 AND CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	
FITTINGS	N/A	ISPPW SECTION 501 AND CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	PER SUBMITTAL, BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
PRESSURE TESTING	N/A	ISPPW SECTION 501	VISUAL BY OWNER OR ENGINEER	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY OWNER / ENGINEER
MANDREL TESTING	N/A	ISPPW SECTION 501	VISUAL BY OWNER OR ENGINEER	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY OWNER / ENGINEER
CCTV INSPECTION	N/A	ISPPW SECTION 501 AND CITY OF MOSCOW DESIGN STANDARDS SECTION 5-8.M	PER SUBMITTAL	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY CCTV SUBCONTRACTOR
SEWER SERVICES	4" SDR35 PVC ASTM D-3034	ISPPW SECTION 504, CITY OF MOSCOW DESIGN STANDARDS, CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS AND MSCD-500.201	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
	6" SDR35 PVC ASTM D-3034	ISPPW SECTION 504, CITY OF MOSCOW DESIGN STANDARDS, CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS AND MSCD-500.201	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
SEWER MANHOLES	PRECAST MANHOLES	ISPPW SECTION 502, CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS AND MSCD-500.101 THROUGH 500.104	PER SUBMITTAL, VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
SEWER CLEANOUTS	ISPPW SECTION 503	ISPPW SECTION 503	PER SUBMITTAL, VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER



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	BY DATE

DEKANE AVENUE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTIAL, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

FILE # 21-20-027 0-005 0-006
JOB NO. 21-20-027
DRAWN BY: CMK
CHECKED BY: CMK
AT FULL SIZE, IF NOT ONE
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LAST UPDATED: 3/24/2025

SHEET NUMBER:
G-005

INSPECTION AND TESTING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS TESTING INCLUDING BUT NOT LIMITED TO CONCRETE, FLUSHING, DISINFECTION, LEAK, PRESSURE, BACTERIOLOGICAL, AND COMPACTION. ALL TESTS SHALL MEET MINIMUM ENGINEER REQUIREMENTS. SEE THE CONTRACT DOCUMENTS AND DRAWINGS FOR FREQUENCY OF TESTING. RESULTS ARE TO BE DELIVERED TO SPECIAL INSPECTOR, OWNER AND ENGINEER.
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INSPECTION TABLE

ITEM	MATERIAL	TEST / STANDARD	ACCEPTANCE	TEST FREQUENCY	INSPECTOR / CONSTRUCTION OBSERVER
4. STORM SEWER MAINS					
PVC STORM SEWER PIPE	CITY OF MOSCOW DESIGN STANDARDS SECTION 6-10.A	ISPCW SECTION 601, CITY OF MOSCOW DESIGN STANDARDS AND CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
ALIGNMENT AND GRADE	N/A	CITY OF MOSCOW DESIGN STANDARDS SECTION 6-10	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	
JOINTS (DEFLECTION / PROPER PIPE IMBEDMENT)	N/A	ISPCW SECTION 501 AND CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	
FITTINGS	N/A	ISPCW SECTION 601 AND CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS	PER SUBMITTAL, BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
PRESSURE TESTING	N/A	ISPCW SECTION 501	VISUAL BY OWNER OR ENGINEER	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY OWNER / ENGINEER
MANDREL TESTING	N/A	ISPCW SECTION 501	VISUAL BY OWNER OR ENGINEER	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY OWNER / ENGINEER
CCTV INSPECTION	N/A	CITY OF MOSCOW DESIGN STANDARDS SECTION 6-10.F	PER SUBMITTAL	PRIOR TO CONNECTION TO EXISTING SYSTEM	BY CCTV SUBCONTRACTOR
STORM SEWER MANHOLES	PRECAST MANHOLES	ISPCW SECTION 602, CITY OF MOSCOW SUPPLEMENTAL SPECIFICATIONS, MSCD-600.101 AND MSCD-500.103 THROUGH 104	PER SUBMITTAL, VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
CATCH BASINS	PREACST CONCRETE	MSCD-600.301 THROUGH 304	PER SUBMITTAL, VISUAL BY OWNER OR ENGINEER	DURING INSTALLATION	BY OWNER / ENGINEER
5. CONCRETE CURB, GUTTER AND SIDEWALK					
CONCRETE	CLASS 35B - APPROVED MIX DESIGN REQUIRED WITH MIN. CEMENT CONTENT OF 560 LB/CY, MAX WATER/CEMENT RATIO OF 0.44, A WRA AND AN AEA	AASHTO T-22 COMPRESSIVE STRENGTH OF CONCRETE AASHTO T-23 MAKING TEST SPECIMENS AASHTO T-119 SLUMP OF HYDRAULIC CEMENT CONCRETE AASHTO T-152 AIR CONTENT OF FRESHLY MIXED CONCRETE WAQTC TM-2 SAMPLING FRESHLY MIXED CONCRETE	MIN. 28-DAY COMPRESSIVE STRENGTH = 3,000 PSI WATER/CEMENT RATIO SHALL BE 0.5 LB/LB MAX. SLUMP = 5 INCHES AIR CONTENT = 6.5% ± 1.5% TEMPERATURE = 50°F - 80°F	(1) OF EACH TEST MINIMUM PER DAY, OR (1) OF EACH TEST EVERY 50 CY	BY TESTING SUBCONTRACTOR
CRUSHED AGGREGATE BASE COURSE	3/4" MINUS CRUSHED AGGREGATE (4" MAX. LIFT) (CURRENT ITD SPEC 703.04), OR 5/8" MINUS CRUSHED AGGREGATE (4" MAX. LIFT) (CURRENT WSDOT/M41-10 SPEC 9-03.9)	AASHTO T-180 MOISTURE DENSITY RELATIONSHIP OF SOILS AASHTO 310 METHOD B - IN-PLACE DENSITY AND MOISTURE CONTENT	95% MAX. DRY DENSITY	(1) TEST PER 500 LF, MIN. OF 2 TESTS	BY TESTING SUBCONTRACTOR
ALIGNMENT AND GRADE	N/A	VISUAL	±0.02' FROM DESIGN GRADE / ALIGNMENT	EVERY 10 FT SECTION	BY OWNER / ENGINEER
JOINTS/FLATNESS/STRAIGHTNESS	N/A	VISUAL	±0.02" / 10' SEGMENT	EVERY 10 FT SECTION	BY OWNER / ENGINEER
FINISH	N/A	VISUAL	FLOATED, UNIFORM, LIGHT BROOM FINISH	ENTIRE SURFACE AREA	BY OWNER / ENGINEER
6. ASPHALTIC CONCRETE PAVING					
SUPERPAVE HOT MIX ASPHALT	SUPERPAVE HMA PAVEMENT CL SP-2	CITY OF MOSCOW STANDARD SPECIFICATIONS ES-15	ITD SECTION 405.03: ASPHALT CONTENT - C/JMF VALUE ±0.3 ITD SECTION 405.03: SIEVE ANALYSIS - TABLE 405.03-5 ITD SECTION 703.05: VOIDS IN MINERAL AGGREGATES AT N DESIGN - MINIMUM VALUE 0.05 B ALL PROJECT REGARDLESS OF TONNAGE: IN-PLACE DENSITY - 92-96% OF MAXIMUM THEORETICAL (WHEN ACCEPTANCE WILL BE FROM CORRELATED GAUGE, CONTRACTOR MUST SUBMIT DOCUMENTATION SHOWING GAUGE CORRELATION TO PROPOSED BITUMINOUS MIXTURE USED.	PROJECT = 200 TONS OR LESS - MINIMUM OF (1) TEST (ASAPHLT CONTENT AND GRADATION) PER PROJECT. A MINIMUM OF (2) CORES WILL BE TAKEN TO DETERMINE FINAL THICKNESS AND / OR DENSITY. PROJECT = 200 TONS OR MORE - MINIMUM OF (1) TEST (ASPHALT CONTENT, GRADATION, VOIDS, AND VMA) PER 750 TONS, OR (1) PER DAY. A MINIMUM OF (5) CORES WILL BE TAKEN TO DETERMINE FINAL THICKNESS AND / OR DENSITY. RANDOM SAMPLING LOCATIONS DETERMINED BY THE CITY OF MOSCOW.	BY TESTING SUBCONTRACTOR
CRUSHED AGGREGATE BASE COURSE	SAME TEST REQUIREMENTS AS UNDER 1. CONCRETE CURB, GUTTER AND SIDEWALK				
7. EROSION AND SEDIMENT CONTROLS					
	PER APPROVED PLAN	PER PLAN AND MANUFACTURER'S INSTRUCTIONS	-	(1) / WEEK OR AFTER EVERY RAINFALL	BY OWNER / ENGINEER
8. TRAFFIC CONTROL					
	PER APPROVED PLAN	CURRENT ADOPTED MUTCD, ATSSA	-	CONTINUOUS	BY OWNER / ENGINEER



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NO	DESCRIPTION
	BY DATE

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTIAL, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

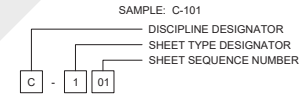
FILE # : 21-25-027 0-005 0-006
JOB PROJ # : 21-25-027
DRAWN BY : GMP
DESIGNED BY : GMP
CHECKED BY : GMP
AT FULL SIZE, IF NOT ONE
INCH EQUALS ACCORDINGLY
LAST UPDATED: 2/24/2025
SHEET NUMBER:
G-006

LINE LEGEND

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
POWER / COMMUNICATIONS		
OVERHEAD POWER	—OHP—	—OHP—
UNDERGROUND POWER	—UP—	---UP---
OVERHEAD TELEPHONE	—OHT—	---OHT---
UNDERGROUND TELEPHONE	—UT—	---UT---
FIBER OPTIC	—F/O—	---F/O---
CABLE TELEVISION	—CTV—	---CTV---
UNDERGROUND POWER, TEL, CABLE TV		---P,T,CTV---
UNDERGROUND POWER, TEL, CABLE TV, GAS		---P,T,CTV,G---
STORM DRAIN		
STORM DRAIN (GENERAL)	—SD—	---SD---
STORM DRAIN	—X*SD—	---X*SD---
ROOF DRAIN	—RD—	---RD---
LAND DRAIN	—LD—	---LD---
SANITARY SEWER		
SANITARY SEWER (GENERAL)	—SS—	---SS---
SANITARY SEWER	—X*SS—	---X*SS---
SANITARY SEWER SERVICE	—SS—SS—	---SS---SS---
SEWER FORCE MAIN	—FM—	---FM---
WATER		
WATER (GENERAL)	—W—	---W---
WATER (SPECIFIED SIZE)	—X*W—	---X*W---
WATER SERVICE	—WS—WS—	---WS---WS---
IRRIGATION		
IRRIGATION	—IRR—	---IRR---
GRAVITY IRRIGATION	—GIRR—	---GIRR---
PRESSURE IRRIGATION	—PIRR—	---PIRR---
POTABLE WATER	—PW—	---PW---
NON-POTABLE WATER	—NPW—	---NPW---
GAS		
NATURAL GAS	—G—	---G---
NATURAL GAS SERVICE	—G—G—	---G---G---
HIGH PRESSURE GAS	—HPG—	---HPG---
LIQUID GAS	—LG—	---LG---
UTILITY		
CHLORINE LINE	—CHL—	---CHL---
INDUSTRIAL WASTE WATER	—IWW—	---IWW---
DRAIN LINE	—DL—	---DL---

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
BOUNDARY		
PROPERTY LINE	—P/L—	---P/L---
PROPERTY LINE	—	---
RIGHT OF WAY	—R/W—	---R/W---
TEMPORARY EASEMENT	—T/E—	---T/E---
PERMANENT EASEMENT	—P/E—	---P/E---
TOWNSHIP AND RANGE		---
SECTION LINE		---
QUARTER SECTION LINE		---
1/16 SECTION LINE		---
STATE LINE		---
COUNTY LINE		---
SITE		
FENCE	—X—	---X---
MAJOR CONTOUR	—2521—	---
MINOR CONTOUR		---
GRADE BREAK		—GB—
TOP OF BANK		—TOB—
TOE OF SLOPE		—TOE—
CUT LIMITS	—CUT—	---
CUT LIMITS	—	---
FILL LIMITS	—FILL—	---
FILL LIMITS	—	---
DITCH	—	---
STORM SWALE	—	---
EDGE OF WATER		---
HIGH WATER		---
WETLAND		—WET—
WETLAND BOG		—BOG—
WETLAND MARSH		—MRSH—
WETLAND SWAMP		—SWMP—
ROADWAY		
ROAD SHOULDER	—	---
ROAD CENTERLINE	—	---
ROAD ASPHALT	—	---EP---
ROAD GRAVEL	—EG—	---EG---
TOP BACK OF CURB		---
LIP OF GUTTER		---
LANDSCAPING LIMITS	—LS—	---LS---

SHEET NUMBERING



DISCIPLINE DESIGNATORS		
DISCIPLINE	DESIGNATOR	DESCRIPTION
GENERAL	G	ALL GENERAL
	GI	GENERAL INFORMATION
	GC	GENERAL CONTRACTUAL
	GR	GENERAL RESOURCE
SURVEY/MAPPING	V	ALL SURVEY
GEOTECHNICAL	B	ALL GEOTECHNICAL
CIVIL	C	ALL CIVIL
LANDSCAPE	L	ALL LANDSCAPE
STRUCTURAL	S	ALL STRUCTURAL
ARCHITECTURAL	A	ALL ARCHITECTURE
EQUIPMENT	Q	ALL EQUIPMENT
MECHANICAL	M	ALL MECHANICAL
ELECTRICAL	E	ALL ELECTRICAL
PLUMBING	P	ALL PLUMBING
PROCESS	D	ALL PROCESS
RESOURCE	R	ALL RESOURCE

SHEET TYPE DESIGNATORS	
DESIGNATOR	SHEET TYPE
0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS, PROFILES, COMBINED PLAN & PROFILES
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE-SCALE VIEWS (PLANS, ELEVATIONS, ECT.)
5	DETAILS OR COMBINED DETAILS AND SECTIONS
6	SCHEDULES AND DIAGRAMS
7	USER DEFINED
8	USER DEFINED
9	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOS)

SECTION AND DETAIL IDENTIFIERS

NOTE:
A DASH MAY BE PLACED IN THE LOWER PORTION OF THE IDENTIFIER IF THE DETAIL DRAWING OR SECTION VIEW IS LOCATED ON THE SAME SHEET.

SECTION IDENTIFICATION		DETAIL IDENTIFICATION	
SECTION LETTER	SHEET NUMBER WHERE SECTION DRAWING IS LOCATED	DETAIL NUMBER	SHEET NUMBER WHERE DETAIL DRAWING IS LOCATED
SECTION LETTER	SECTION	DETAIL NUMBER	DETAIL
	SCALE:		SCALE:



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REVISION		NO.	DESCRIPTION	BY	DATE

DEKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTION, LLC., UNIVERSITY OF IDAHO, CITY OF MOSCOW

FILE #: 21-25-027 G-007
JOB PROJ #: 21-25-027
DRAWN BY: GMP
CHECKED BY: GMP
DATE: 09/20/21
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY
LAST UPDATED: 2/6/2025
SHEET NUMBER:
G-007

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
SURVEY		
CAP (ALUMINUM)		
CAP (BRASS)		
CHISELED X		
CTRL PT GENERIC		
CTRL PT 1/2" REBAR		
CTRL PT 3/4" REBAR		
CTRL PT 60D NAIL		
CTRL PT HUB & TACK		
CTRL PT PK NAIL		
CTRL PT TEMP BENCH MARK		
NAIL		
NAIL AND TAG		
NAIL (PK)		
BOLT		
DRILL STEEL		
REBAR (1/2")		
REBAR (3/4")		
STAINLESS STEEL ROD		
IRON PIPE		
RAILROAD SPIKE		
R/W MONUMENT		
STONE		
SECTION CORNER. MON.		
SECTION QUARTER MON.		
SITE		
BOLLARD		
BOULDER		
DRINKING FOUNTAIN		
FLAGPOLE		
GATE		
MAIL BOX		
PARKING METER		
POST		
SIGN		
SPOT ELEVATION		
TREE (SHRUB)		
TREE (STUMP)		
TREE (CONIFEROUS)		
TREE (DECIDUOUS)		
TEST HOLE		
WELL		
WELL (MONITORING)		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
UTILITIES		
MANHOLE (GENERIC)		
PRESSURE CLEAN OUT AT GRADE		
THRUST BLOCK		
VAULT		
COMMUNICATION		
TELE. MANHOLE		
TELE. PEDESTAL		
TELE. POLE		
TV PEDESTAL		
GUY WIRE		
DOMESTIC WATER		
FIRE HYDRANT		
SPIGOT		
YARD HYDRANT		
WATER MANHOLE		
WATER METER		
WATER VALVE		
ELECTRIC		
ELEC. MANHOLE		
ELEC. METER		
ELEC. TRANS.		
JUNCTION BOX		
POWER POLE		
POWER STUB		
STREET LIGHT		
TRAFFIC SIGNAL POLE		
IRRIGATION		
IRRIGATION VALVE		
IRRIGATION VALVE BOX		
SPRINKLER		
NATURAL GAS		
GAS METER		
GAS VALVE		
SANITARY SEWER		
CLEANOUT		
SEWER STUB		
SS MANHOLE		
STORM DRAIN		
CATCH BASIN		
DRY WELL		
FLARE END		
GREASE TRAP		
SD MANHOLE		

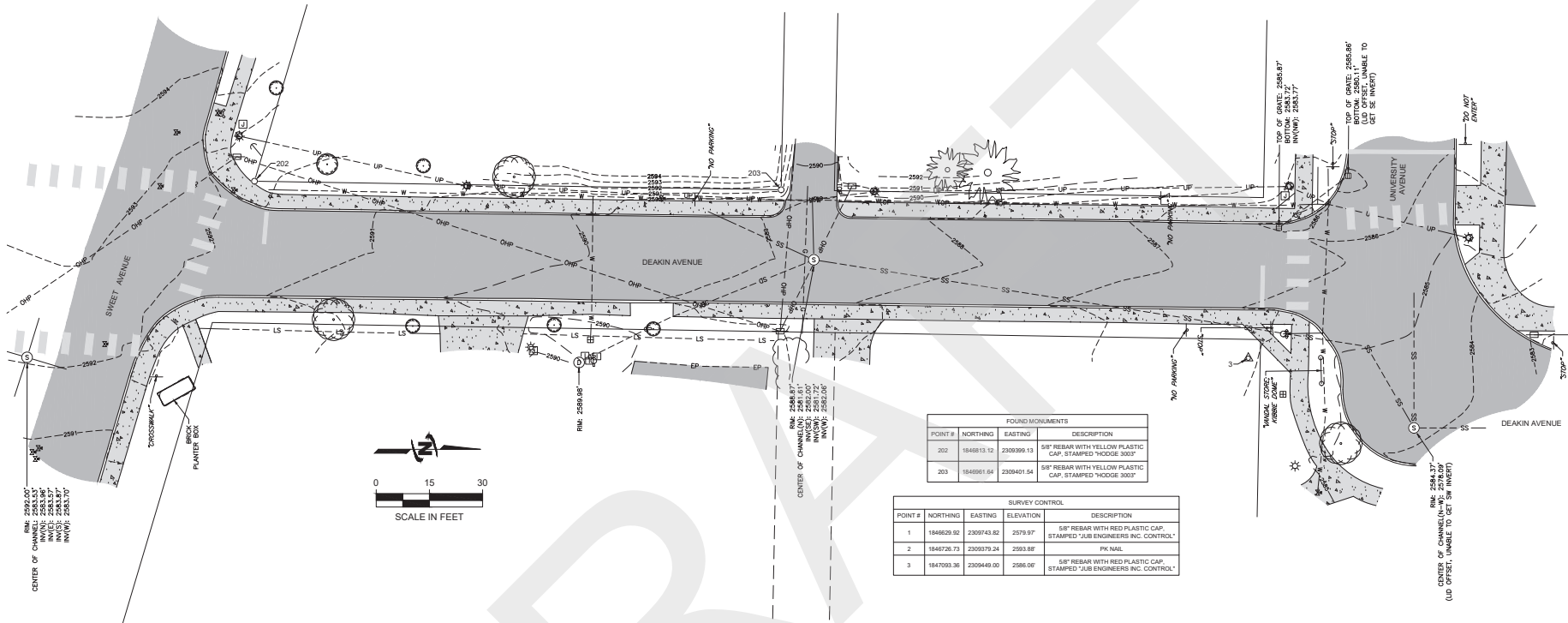
SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
FITTINGS		
BEND (11.25°)		
BEND (22.5°)		
BEND (45°)		
BEND (90°)		
CAP		
COUPLING		
CROSS		
REDUCER (CONCENTRIC)		
REDUCER (ECCENTRIC)		
TEE		
TRUE UNION		
WYE		
VALVES		
AIR VALVE		
BLOW OFF		
COMBO VALVE		
BALL VALVE (N.C.)		
BALL VALVE (N.O.)		
BUTTERFLY VALVE		
CHECK VALVE		
CHECK VALVE (FLANGE)		
CHECK VALVE (MJ)		
GATE VALVE		
PLUG VALVE (N.C.)		
PLUG VALVE (N.O.)		
ROAD MARKINGS		
TURN ARROW		
ARROW STRAIGHT		
ARROW STRAIGHT/TURN		
BICYCLE ROUTE		
CAR		
HANDICAP SYMBOL		
ROADWAY		
INTERSTATE ROUTE		
MAST ARM		
PEDESTRIAN SIGNAL		
STATE ROUTE		
TRAFFIC LIGHT		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
ROADWAY (CONT.)		
TYPE 2 BARRICADE		
US ROUTE		
TRAFFIC ATTENUATOR		
JERSEY BARRIER		

ABBREVIATIONS	
ASSY	ASSEMBLY
R/W	RIGHT-OF-WAY
S	SLOPE
SPEC	SPECIFICATIONS
STA	STATION
STD	STANDARD
STL	STEEL
ST STL	STAINLESS STEEL
TBC	TOP BACK OF CURB
TYP	TYPICAL
TFC	TOP FACE OF CONCRETE
W/	WITH
W/O	WITHOUT
W/REQ'D	WHERE REQUIRED



A PORTION OF THE NW 1/4 OF THE NE1/4 AND THE SW1/4 OF THE NE1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M.,
LATAH COUNTY, IDAHO



FOUND MONUMENTS			
POINT #	NORTHING	EASTING	DESCRIPTION
202	1846813.12	2300399.13	5/8" REBAR WITH YELLOW PLASTIC CAP, STAMPED "HODGE 3003"
203	1846961.54	2308401.54	5/8" REBAR WITH YELLOW PLASTIC CAP, STAMPED "HODGE 3003"

SURVEY CONTROL			
POINT #	NORTHING	EASTING	ELEVATION
1	1846629.92	2309743.82	2579.97'
2	1846726.73	2309797.24	2593.88'
3	1847093.36	2309449.00	2586.06'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS A LOCAL SITE PROJECTION ORIGINATING FROM THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011). IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103), BASED UPON STATIC GPS OBSERVATIONS PROCESSED THROUGH THE NATIONAL GEODETIC (NGS) ONLINE POSITIONING USER SYSTEM (OPUS). THE DATA HAS BEEN PROJECTED TO GROUND AT CONTROL POINT 1, N: 1846629.92, E: 2309743.82 (LAT: N46°43'32.04810", LONG: W117°00'20.71350) USING A GROUND SCALE FACTOR 1.0000767205. ALL BEARINGS ARE GRID. ALL DISTANCES ARE GROUND VALUES EXPRESSED IN US SURVEY FEET. CONVERGENCE ANGLE 00°54'52".

VERTICAL DATUM

NORTH AMERICAN DATUM 1988 (NAVD) BASED UPON (STATIC GPS OBSERVATIONS).

UTILITY NOTE

ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE. UNDERGROUND UTILITY MARKS AND/OR RECORD INFORMATION, UTILITY LOCATES, WERE ORDERED UNDER TICKET NO. 2023461989 ON NOVEMBER 18, 2023. UNDERGROUND UTILITIES NOT SHOWN (EITHER IN-SERVICE OR ABANDONED) MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

LEGEND

- CONFEROUS TREE-SIZE AND TYPE VARIES
- DECIDUOUS TREE-SIZE AND TYPE VARIES
- STORM DRAIN MANHOLE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- SIGN-TYPE AS NOTED
- SIGN POST
- IRRIGATION BOX
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- ELECTRICAL JUNCTION BOX
- WATER METER
- WATER VALVE
- YARD HYDRANT
- FIRE HYDRANT
- FOUND 5/8" REBAR AS NOTED IN FOUND MONUMENTS TABLE

LEGEND

- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER
- OVERHEAD POWER
- UNDERGROUND POWER
- EDGE OF LANDSCAPE
- TOP OF WALL
- EDGE OF BUSHES
- ASPHALT
- CONCRETE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF MCKINSTRY ESSENTIAL, LLC IN DECEMBER OF 2023.



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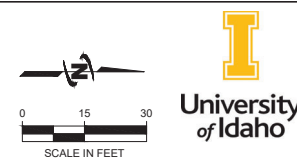
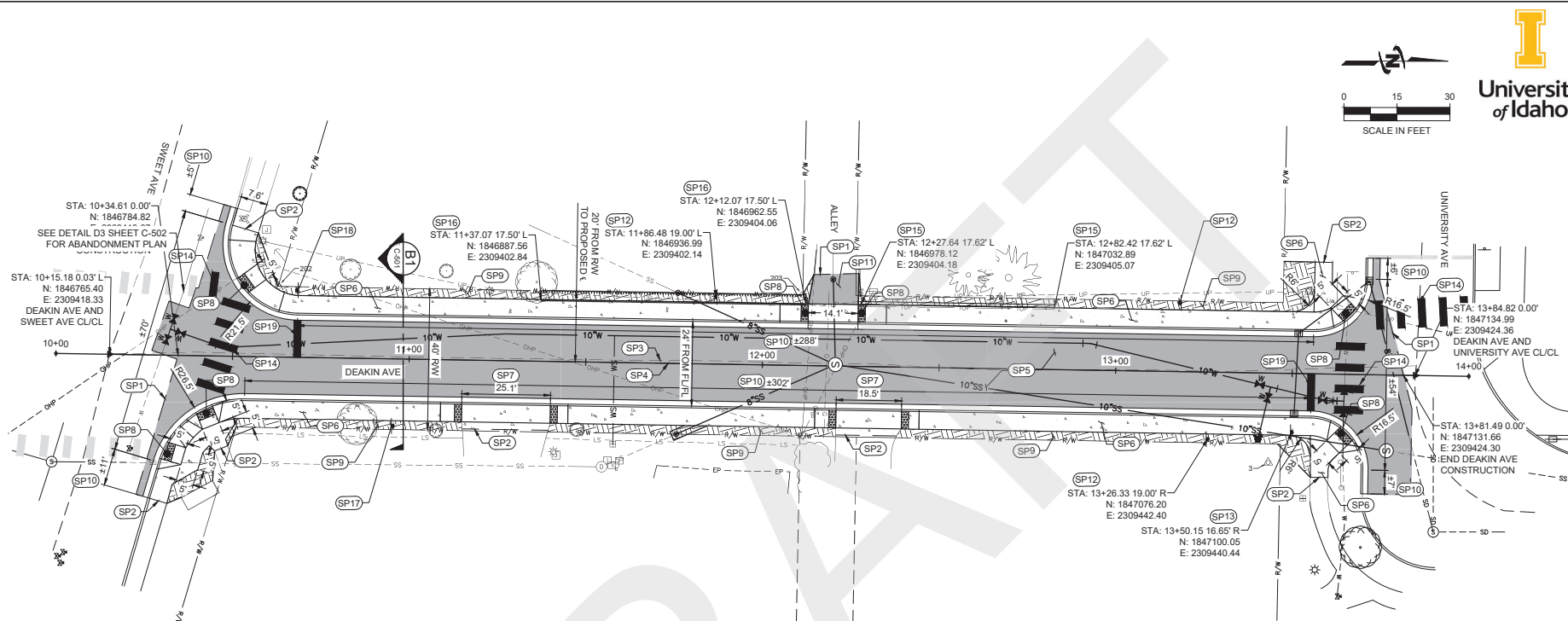
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DEAKIN AVENUE PAVEMENT REHAB
MCKINSTRY ESSENTIAL, LLC

SURVEY
TOPOGRAPHIC SURVEY

FILE # 21-23-037 V-SIP
JOB PROJ # 21-23-037
DRAWN BY: OJD
CHECKED BY: JUB
DESIGN BY: JUB
AT FULL SIZE, IF NOT ONE INCH SCALE, ACCORDINGLY.
LAST UPDATED: 4/26/2024

SHEET NUMBER:
V-101



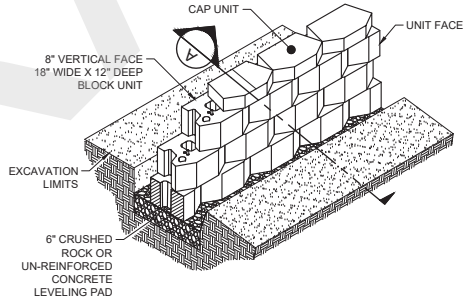
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NO.	DESCRIPTION	BY	DATE

ROADWAY SITE LAYOUT KEY NOTES

- (SP1) SAWCUT AND MATCH EXISTING ASPHALT
- (SP2) SAWCUT AND MATCH EXISTING CONCRETE
- (SP3) EXISTING CENTERLINE
- (SP4) PROPOSED CENTERLINE
- (SP5) ASPHALT PAVEMENT (A1 C-501)
- (SP6) 5' CONCRETE SIDEWALK PER MSCD-700.201
- (SP7) CONCRETE DRIVEWAY APPROACH PER MSCD-700.301 W/ MODIFICATIONS (C1 C-561)
- (SP8) PEDESTRIAN RAMP PER MSCD-700.202
- (SP9) NATURAL SURFACE REPAIR
- (SP10) STANDARD 6" VERTICAL CURB AND GUTTER PER MSCD-700.101
- (SP11) ALLEY ASPHALT PAVEMENT (D1 C-561)
- (SP12) RELOCATED 'NO PARKING' SIGN
- (SP13) RESET 'STOP' SIGN
- (SP14) PAVEMENT MARKINGS (2' X 8' THERMOPLASTIC)
- (SP15) KEYSTONE BLOCK WALL (C-103)
- (SP16) RESET LANDSCAPE BOULDERS
- (SP17) ADD 'NO PARKING' SIGN
- (SP18) RELOCATE 'STOP' SIGN
- (SP19) STOP BAR

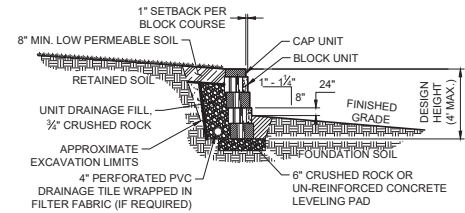


- NOTES:**
1. THE LEVELING PAD IS TO BE CONSTRUCTED OF CRUSHED STONE OR $\pm 2,000$ PSI UN-REINFORCED CONCRETE
 2. THE BASE FOUNDATION IS TO BE APPROVED BY THE SITE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF THE LEVELING PAD.
 3. PROVIDE FIBERGLASS PINS BETWEEN BLOCK COURSES $\frac{1}{2}$ " X $5\frac{1}{4}$ ".

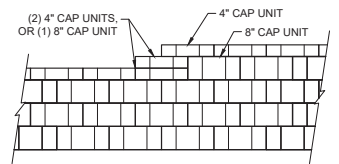
RETAINING WALL AND BASE PAD DETAIL

1 KEYSTONE BLOCK WALL DETAIL

SCALE: NTS



(A) TYPICAL GRAVITY WALL SECTION



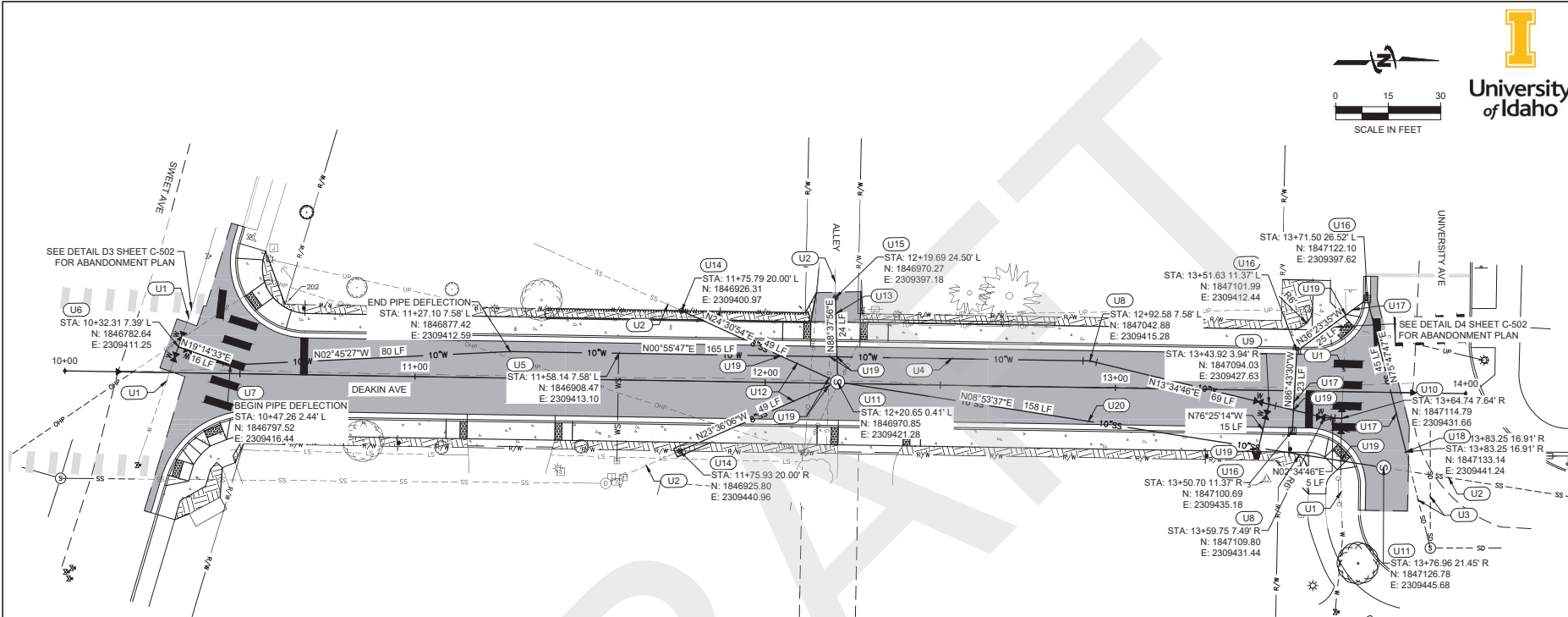
NOTE: SECURE ALL CAP UNITS WITH KEYSTONE KAPSEAL OR EQUAL.

TOP OF WALL STEPS DETAIL

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 MCKINSTRY ESSENTIAL, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

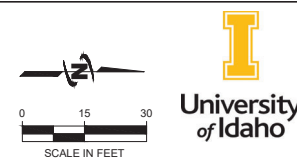
FILE #	21-23-037 C-103
FOR PROJ #	21-23-037
DRAWN BY	CMK
CHECKED BY	MMH
DATE	07/20/2015
AT FULL SIZE, IF NOT ONE INCH SCALE, ACCORDINGLY	
LAST UPDATED	5/1/2015
SHEET NUMBER:	C-103

ROADWAY SITE DIMENSIONS AND LAYOUT



UTILITY SITE LAYOUT KEY NOTES

- (U1) EXISTING DOMESTIC WATER PIPE
- (U2) EXISTING SANITARY SEWER PIPE
- (U3) EXISTING STORM DRAIN PIPE
- (U4) INSTALL 10" DOMESTIC WATER C900 DR18 PVC PIPE
- (U5) CONNECT WATER SERVICE PIPE TO PROPOSED WATER PIPE PER MSCD-400.101
- (U6) INSTALL 10" TEE, (3) 10" FL x MJ VALVES. SOLID SLEEVE TO EXISTING MAIN (D2 C-501)
- (U7) INSTALL 22.5" HORIZONTAL BEND W/ THRUST BLOCK PER MSCD-400.901
- (U8) INSTALL 11.25" HORIZONTAL BEND W/ THRUST BLOCK PER MSCD-400.901
- (U9) INSTALL 6" FIRE HYDRANT W/ 10" VALVE ON PROPOSED DOMESTIC WATER PIPE PER MSCD-400.301
- (U10) INSTALL 6" TEE, (1) 6" X 10" REDUCER, (1) 10" FL x MJ VALVE, (2) 6" FL x MJ VALVES. SOLID SLEEVE TO EXISTING MAIN. (B2 C-501)
- (U11) INSTALL NEW SANITARY SEWER MANHOLE PER MSCD-500.101, 500.103 AND 500.104
- (U12) INSTALL 8" SANITARY SEWER SDR35 3034 PVC PIPE
- (U13) INSTALL 6" SANITARY SEWER SDR35 3034 PVC PIPE
- (U14) INSTALL 8" SANITARY SEWER CLEANOUT PER ISPPWC SD-506. TIE INTO EXISTING SEWER PIPE W/ 8" COUPLER (SDR35 TO CLAY)
- (U15) INSTALL 6" SANITARY SEWER CLEANOUT PER ISPPWC SD-506 W/ APPLICABLE SIZE MODIFICATIONS. TIE INTO EXISTING SEWER PIPE W/ 6" COUPLER (SDR35 TO CLAY)
- (U16) INSTALL NEW CATCH BASIN PER MSCD-600.301 AND 600.303
- (U17) INSTALL 8" STORM DRAIN SDR35 PVC PIPE
- (U18) TIE INTO EXISTING STORM PIPE W/ 8" COUPLER
- (U19) UTILITY CROSSING
- (U20) INSTALL 10" SANITARY SEWER C900 DR18 PVC PIPE



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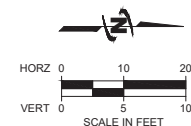
PROFESSIONAL ENGINEER
15145
03/07/25
STATE OF IDAHO
CARET M. TUBS

NO.	DESCRIPTION	BY	DATE

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTIAL, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

UTILITY SITE DIMENSIONS AND LAYOUT

FILE: 21-25-057 C-104
 TDR PROJ: 21-25-057
 DRAWN BY: CMK
 DESIGN BY: GMP
 CHECKED BY: MRM
 LAST UPDATED: 5/1/2025
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY
 SHEET NUMBER:
C-104



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MCKINSTRY ESSENTION, LLC., UNIVERSITY OF IDAHO, CITY OF MOSCOW

FILE : 21-23-027 C-20X
JUB PROJ. # :21-23-027
DRAWN BY: DMK
DESIGN BY: GMF
CHECKED BY: NMH

AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/7/2025
SHEET NUMBER:
C-201



- | SANITARY SEWER | |
|----------------|---|
| SS1 | INSTALL 8" SANITARY SEWER SDR35 3034 PVC PIPE |
| SS2 | INSTALL 6" SANITARY SEWER SDR35 3034 PVC PIPE |
| SS3 | INSTALL 6" SANITARY SEWER CLEANOUT PER IPSWC SD-506 W/
APPLICABLE SIZE MODIFICATIONS |
| SS4 | TIE INTO EXISTING SEWER PIPE W/ 6" COUPLER (SDR35 TO CLAY) |
| SS5 | INSTALL SANITARY SEWER MANHOLE PER MSDC-500.101, 500.103
AND 500.104 |
| SS6 | INSTALL 10" SANITARY SEWER C900 DR18 PVC PIPE |

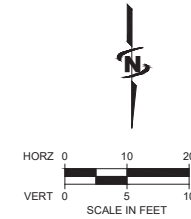
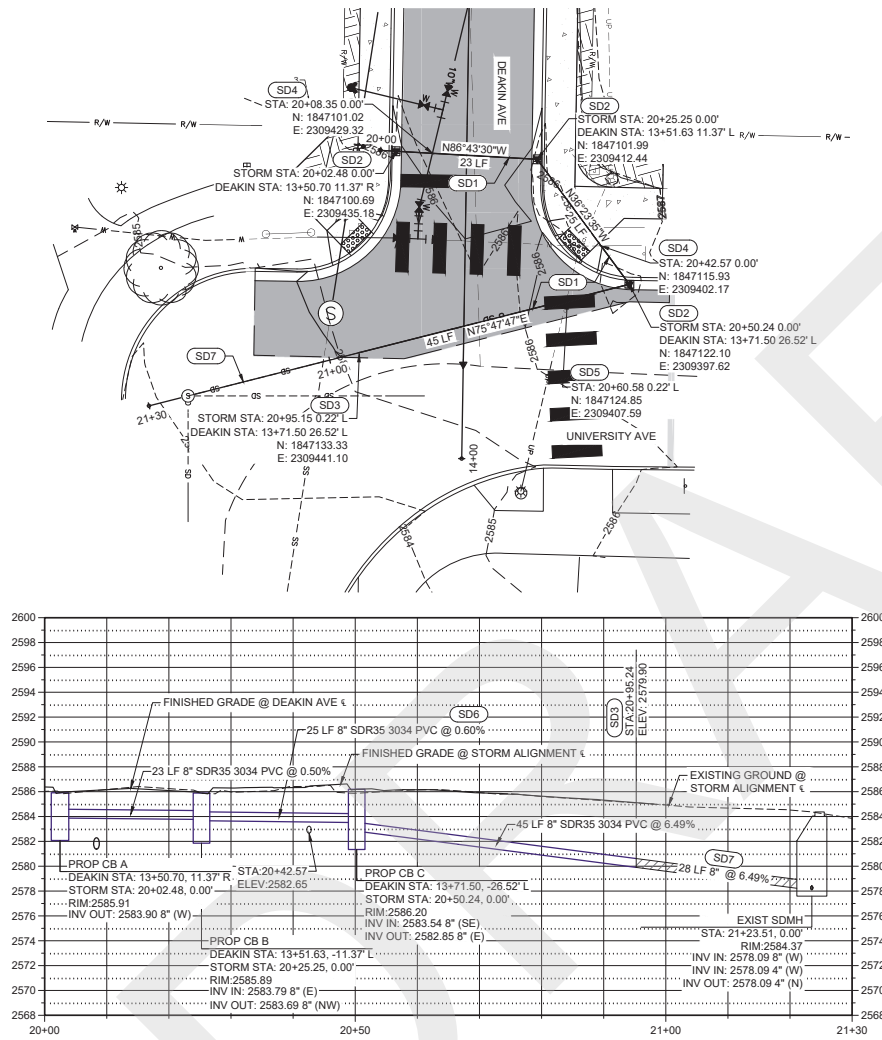
- NOTES:**
1. SEE SHEETS G-003 AND G-004 FOR FURTHER WATER LINE INSTALLATION INSTRUCTIONS.
 2. CONTRACTOR TO VERIFY PIPE SLOPE, SIZE AND POINT OF CONNECTION TO PROPOSED PIPE INSTALLATION. COORDINATE FINDINGS WITH CITY AND ENGINEER OF RECORD.

[illegible]

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS MCKINSTRY ESSENTION, LLC., UNIVERSITY OF IDAHO, CITY OF MOSCOW	DEAKIN AVE UTILITIES PLAN AND PROFILE (12+05 TO 14+00)
--	--

FILE: 21-23-027 C-20X
JUB PROJ. #: 21-23-027
DRAWN BY: DMK
DESIGN BY: GMF
CHECKED BY: NMH

AT FULL SCALE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/7/2025
SHEET NUMBER:
C-204



KEYNOTES

STORM DRAIN

- (SD1) INSTALL 8" STORM DRAIN SDR35 3034 PVC PIPE
- (SD2) INSTALL CATCH BASIN PER MSCD-600.301 AND 600.303
- (SD3) TIE INTO EXISTING STORM PIPE W/ 8" COUPLER
- (SD4) POTABLE/NON-POTABLE CROSSING (B1 C-502)
- (SD5) UTILITY CROSSING
- (SD6) SLEEVE NON-POTABLE PIPE PER B1 SHEET C-502
- (SD7) APPROXIMATE EXISTING PIPE SLOPE, SIZE AND POINT OF CONNECTION. SEE NOTE 1 THIS SHEET.

NOTES

1. CONTRACTOR TO VERIFY PIPE SLOPE, SIZE AND POINT OF CONNECTION PRIOR TO PROPOSED PIPE INSTALLATION. COORDINATE FINDINGS WITH CITY AND ENGINEER OF RECORD.



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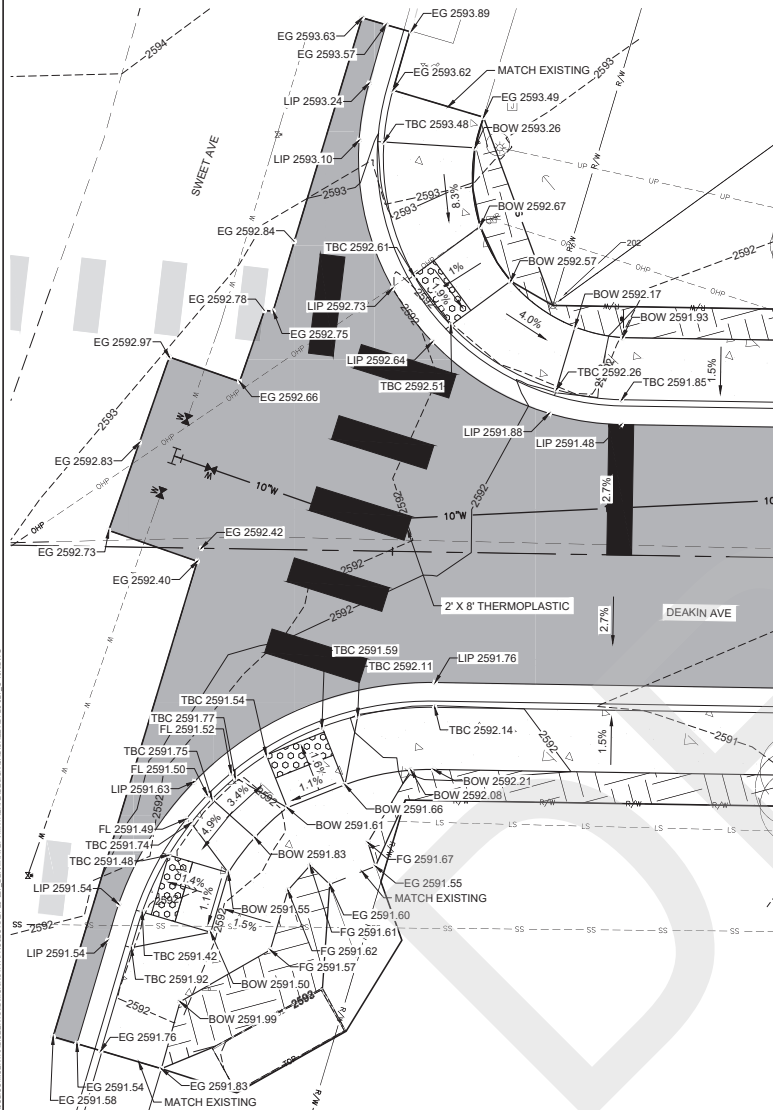
NO.	DESCRIPTION	BY	DATE

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
 MCKINSTRY ESSENTION, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

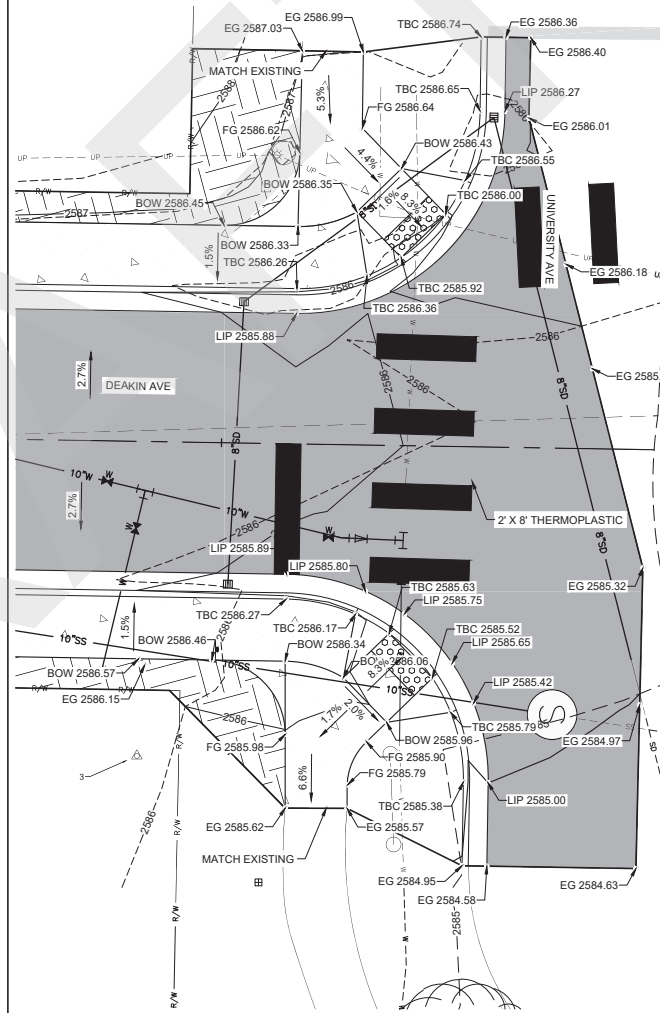
DEAKIN AVE UTILITIES PLAN AND PROFILE (20+00 TO 21+30)

FILE #: 21-23-037 C-205
 JOB PROJ #: 21-23-037
 DRAWN BY: CMK
 DESIGN BY: GMP
 CHECKED BY: JLB
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY
 LAST UPDATED: 9/20/2015
 SHEET NUMBER:
C-205

Plot Date: 3/7/2025 11:17 AM, Plotter: JUB, C:\Users\JUB\OneDrive\Documents\JUB\Projects\2025\2025-03-07-Deakin Ave & Sweet Ave Pedestrian Ramps.dwg, Date Created: 3/7/2025, User: JUB, C:\Users\JUB\OneDrive\Documents\JUB\Projects\2025\2025-03-07-Deakin Ave & Sweet Ave Pedestrian Ramps.dwg



1 DEAKIN AVE & SWEET AVE PEDESTRIAN RAMPS
SCALE: 1" = 5'



2 DEAKIN AVE & UNIVERSITY AVE PEDESTRIAN RAMPS
SCALE: 1" = 5'



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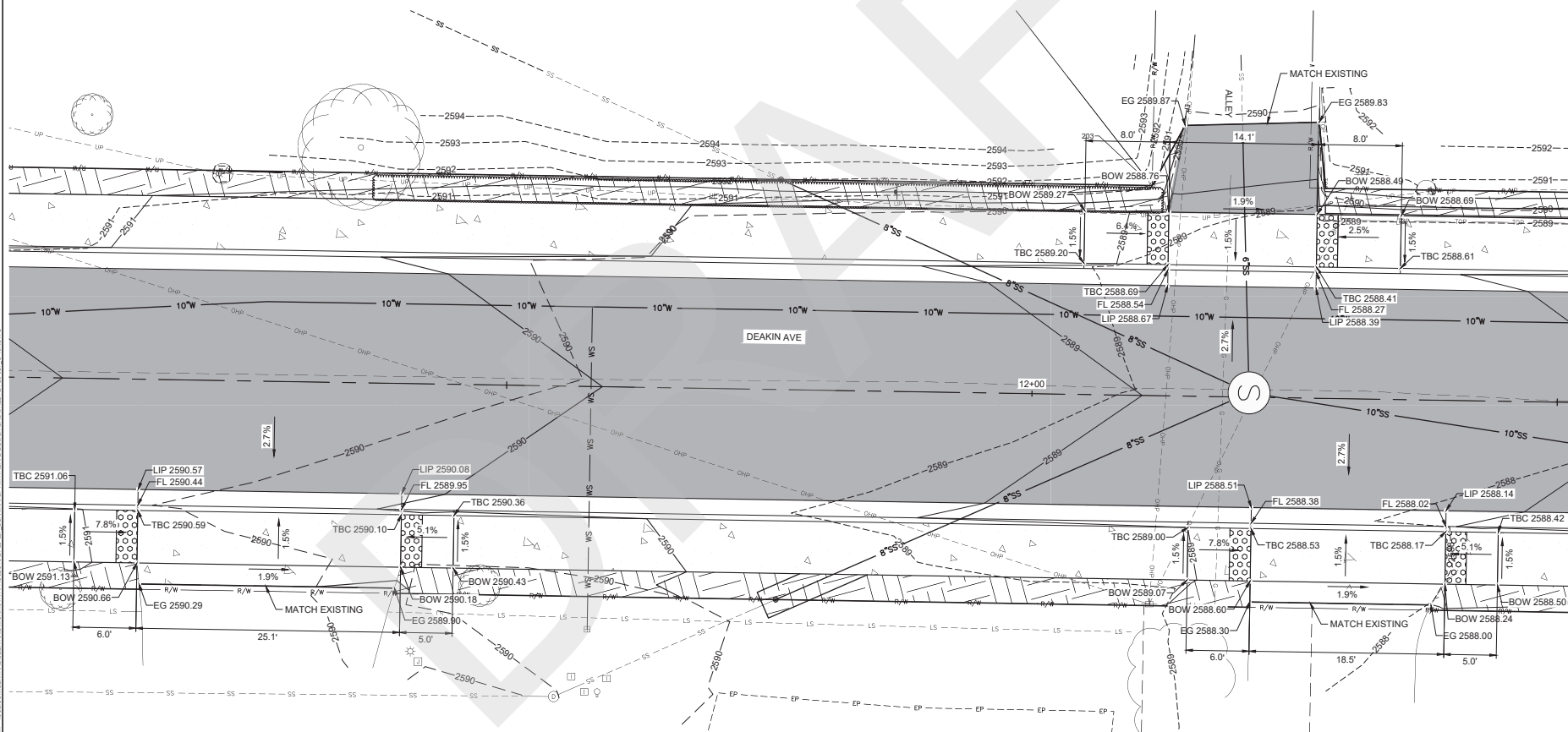
NO.	DESCRIPTION	BY	DATE

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTIAL, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

NORTH AND SOUTH PEDESTRIAN RAMPS

FILE: 21-25-037 C-401
JOB PROJ: 21-25-037
DRAWN BY: GMP
DESIGN BY: GMP
CHECKED BY: JUB
LAST UPDATED: 3/7/2025
SHEET NUMBER:
C-401

Plot Date: 3/7/2025 11:17 AM, Plotter: JUB, Plot Size: 36" x 48", Plot Scale: 1" = 5', Plot Orientation: Landscape, Plot Path: C:\Users\jacob\OneDrive\Documents\JUB\Projects\2025\25030725 DEAKIN AVE\25030725 DEAKIN AVE.dwg



1 ALLEY PEDESTRIAN RAMPS & DRIVEWAY APPROACHES
SCALE: 1" = 5'



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REUSE OF DRAWINGS

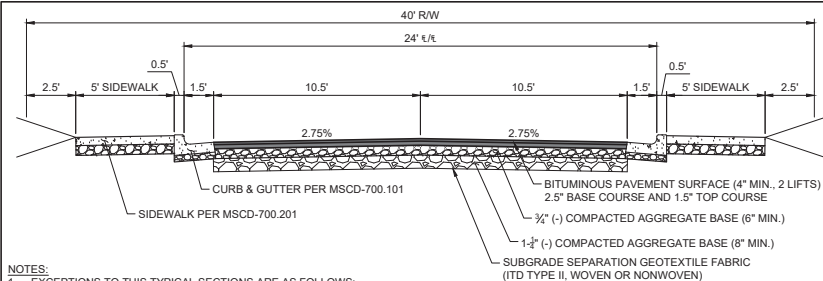
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NO.	DESCRIPTION	BY	DATE

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTIAL, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

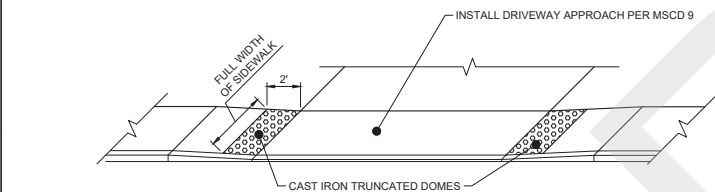
ALLEY PEDESTRIAN RAMPS & DRIVEWAY APPROACHES

FILE: 25030725 DEAKIN AVE.dwg
TDR PROJ: 25030725 DEAKIN AVE
DRAWN BY: GMP
DESIGNED BY: GMP
CHECKED BY: GMP
AT FULL SIZE, IF NOT ONE
INCH SCALE, ACCORDINGLY
LAST UPDATED: 3/7/2025
SHEET NUMBER:
C-402



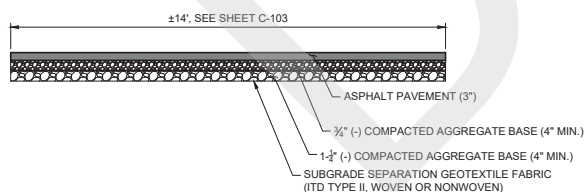
- NOTES:**
- EXCEPTIONS TO THIS TYPICAL SECTIONS ARE AS FOLLOWS:
 - STA. 11+37.07, 17.50' LT TO 11+86.48, 17.50' LT - LANDSCAPE BOULDERS ADJACENT TO BOW
 - STA. 12+27.64, 17.62' LT TO 12+82.42, 17.62' LT - RAILROAD TIES ADJACENT TO BOW
 - CENTER STREETS IN PLATTED RIGHT-OF-WAY, UNLESS APPROVED OTHERWISE 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 CITY OF MOSCOW 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 CITY OF MOSCOW STANDARD DRAWING FOR SUBSURFACE DRAINAGE.
 - ON-STREET PARKING (9' WIDTH FOR RESIDENTIAL AND 10' WIDTH FOR COLLECTOR/INDUSTRIAL) IS OPTIONAL. IF INCLUDED ON ONE OR BOTH SIDES, THEN ADDITIONAL RIGHT-OF-WAY SHALL BE REQUIRED. SEE CITY OF MOSCOW STANDARD DRAWING FOR COLLECTOR PARKING DETAIL.
 - COLLECTOR STREET IN COMMERCIAL AND INDUSTRIAL ZONES SHALL BE SUBJECT TO ACCESS CONTROL.

B1 DEAKIN AVE TYPICAL SECTION
SCALE: NTS



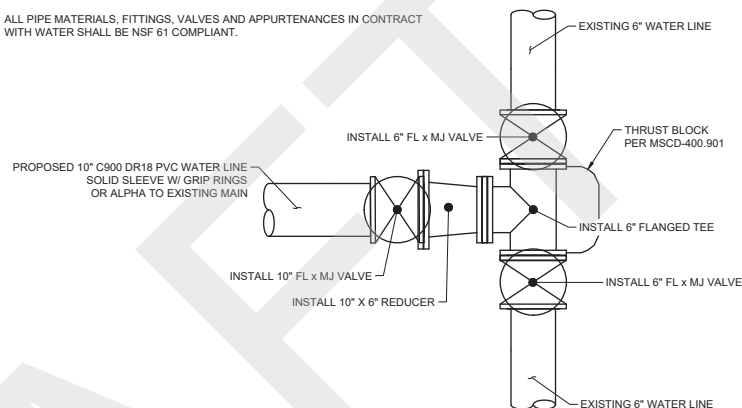
- NOTES:**
- THIS DETAIL IS A MODIFICATION TO THE CITY OF MOSCOW STANDARD DRAWING "DRIVEWAY APPROACHES". MODIFICATION INCLUDES CAST IRON TRUNCATED DOMES TO BE INSTALLED ALONG THE CONCRETE JOINT OF DRIVEWAY APPROACH.

C1 DRIVEWAY APPROACH MODIFICATION
SCALE: NTS

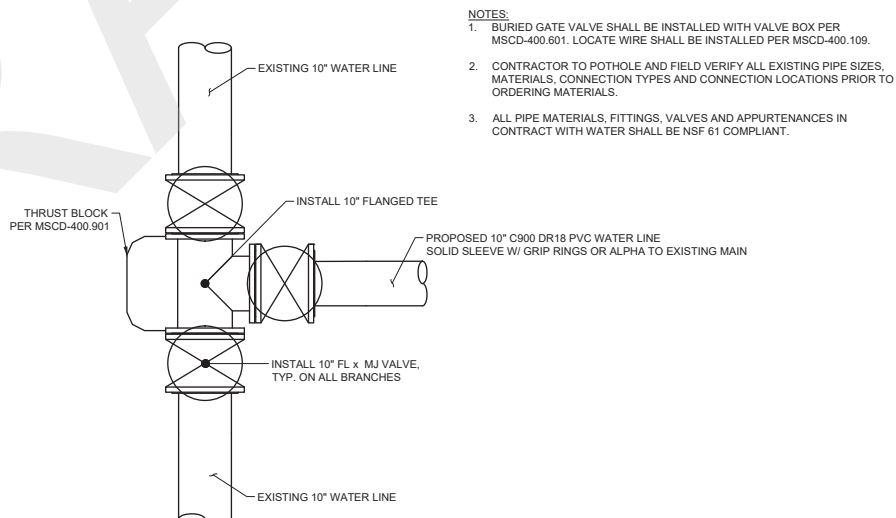


D1 ALLEY ASPHALT PAVEMENT SECTION
SCALE: NTS

- NOTES:**
- BURIED GATE VALVE SHALL BE INSTALLED WITH VALVE BOX PER MSCD-400.601. LOCATE WIRE SHALL BE INSTALLED PER MSCD-400.109.
 - CONTRACTOR TO POT HOLE AND FIELD VERIFY ALL EXISTING PIPE SIZES, MATERIALS, CONNECTION TYPES AND CONNECTION LOCATIONS PRIOR TO ORDERING MATERIALS.
 - ALL PIPE MATERIALS, FITTINGS, VALVES AND APPURTENANCES IN CONTRACT WITH WATER SHALL BE NSF 61 COMPLIANT.



B2 NEW WATER LINE CONNECTION (NORTH)
SCALE: NTS



D2 NEW WATER LINE CONNECTION (SOUTH)
SCALE: NTS



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Moscow, ID 83843
Phone: 208.746.9010
www.jub.com



NO.	DESCRIPTION	BY	DATE

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTION, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

FILE #: 21-29-037 C-501
JOB PROJ #: 21-29-037
DRAWN BY: CMK
DESIGN BY: GMP
CHECKED BY: MRM
AT FULL SIZE, IF NOT ONE
INCH SCALE, ACCORDINGLY
LAST UPDATED: 06/06/2025
SHEET NUMBER:
C-501

GENERAL NOTES:

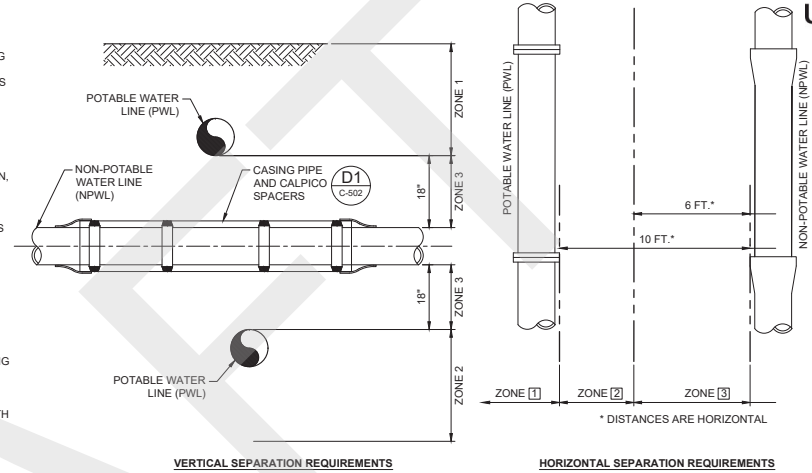
- THIS DETAIL PERTAINS TO SEPARATION REQUIREMENTS FOR POTABLE WATER AND NON-POTABLE WATER PIPELINES LOCATED WITHIN PUBLIC RIGHTS OF WAY. THE TERM "PIPELINE" APPLIES TO BOTH MAINS AND SERVICES.
- REFER TO IDAPA 58.01.08.542.07 (IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS) AND IDAPA 58.01.16.430.02.0 (IDAHO WASTEWATER RULES) FOR ALL SEPARATION REQUIREMENTS.
- ANY CONDITIONS NOT MEETING THESE TYPICAL SEPARATION REQUIREMENTS MUST HAVE IDEQ SITE SPECIFIC APPROVAL (EG SKEWED CROSSINGS, I.E. NO AT 90°).
- NON-POTABLE MAINS ARE PROHIBITED FROM BEING LOCATED IN THE SAME TRENCH AS POTABLE MAINS. NEW POTABLE SERVICES ARE PROHIBITED FROM BEING LOCATED IN THE SAME TRENCH AS NON-POTABLE MAINS OR NON-POTABLE SERVICES.
- PRESSURE SEWAGE MAINS SHALL BE NO CLOSER HORIZONTALLY THAN TEN (10) FEET AND NO CLOSER VERTICALLY THAN EIGHTEEN (18) INCHES FROM POTABLE MAINS.
- EXISTING POTABLE SERVICES IN RELATION TO NEW NON-POTABLE MAINS, EXISTING NON-POTABLE SERVICES IN RELATION TO NEW POTABLE MAINS, AND EXISTING POTABLE SERVICES IN RELATION TO NEW NON-POTABLE SERVICES SHALL MEET THE REQUIREMENTS OF IDAPA 58.01.16.430.02.0.II, WHERE PRACTICAL, BASED ON COST, CONSTRUCTION FACTORS, AND PUBLIC HEALTH SIGNIFICANCE. IF THE DEPARTMENT (IDEQ) DETERMINES THAT THERE ARE SIGNIFICANT HEALTH CONCERNS WITH THESE SERVICES, SUCH AS WHERE A LARGE EXISTING SERVICE SERVES AN APARTMENT BUILDING OR A SHOPPING CENTER, THEN THE DESIGN SHALL CONFORM WITH IDAPA 58.01.16.430.02.0.II.

HORIZONTAL SEPARATION REQUIREMENT NOTES (REFERENCE: IDAPA 58.01.16.430.0.II):

- NON-POTABLE MAINS IN RELATION TO POTABLE MAINS:
 - ZONE 1: GREATER THAN TEN (10) FEET SEPARATION: NO ADDITIONAL REQUIREMENTS BASED ON SEPARATION DISTANCE.
 - ZONE 2: TEN (10) FEET TO SIX (6) FEET SEPARATION: SEPARATE TRENCHES, WITH BOTTOM OF THE POTABLE MAIN ABOVE THE TOP OF THE NON-POTABLE MAIN, AND NON-POTABLE MAIN CONSTRUCTED WITH POTABLE-WATER CLASS PIPE.
 - ZONE 3: LESS THAN SIX (6) FEET SEPARATION: DESIGN ENGINEER TO SUBMIT DATA TO THE DEPARTMENT FOR REVIEW AND APPROVAL THAT THIS INSTALLATION WILL PROTECT PUBLIC HEALTH AND ENVIRONMENT AND NON-POTABLE MAIN CONSTRUCTED WITH POTABLE-WATER CLASS PIPE.
- NEW NON-POTABLE SERVICES IN RELATION TO POTABLE SERVICES, NEW NON-POTABLE SERVICES IN RELATION TO POTABLE MAINS, AND NEW POTABLE SERVICES IN RELATION TO NON-POTABLE MAINS:
 - ZONE 2: GREATER THAN SIX (6) FEET SEPARATION: NO ADDITIONAL REQUIREMENTS BASED ON SEPARATION DISTANCES.
 - ZONE 3: LESS THAN SIX (6) FEET SEPARATION: DESIGN ENGINEER TO SUBMIT DATA THAT THIS INSTALLATION WILL PROTECT PUBLIC HEALTH AND THE ENVIRONMENT AND NON-POTABLE SERVICE CONSTRUCTED WITH POTABLE WATER CLASS PIPE.

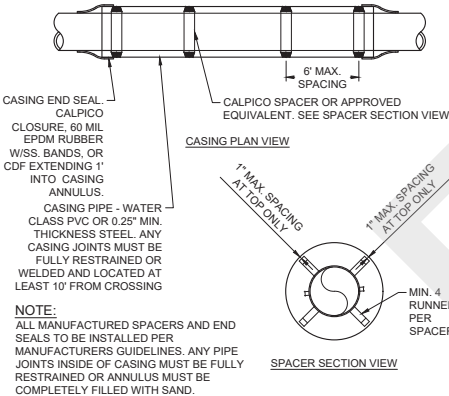
VERTICAL SEPARATION REQUIREMENT NOTES (REFERENCE: IDAPA 58.01.16.430.0.II):

- ZONE 1: EIGHTEEN (18) INCHES OR MORE VERTICAL SEPARATION WITH POTABLE PIPELINE ABOVE NON-POTABLE PIPELINE: NON-POTABLE PIPELINE JOINT TO BE AS FAR AS POSSIBLE FROM THE POTABLE WATER PIPELINE.
- ZONE 2: EIGHTEEN (18) INCHES OR MORE VERTICAL SEPARATION WITH POTABLE WATER PIPELINE BELOW NON-POTABLE PIPELINE: NON-POTABLE PIPELINE JOINT TO BE AS FAR AS POSSIBLE FROM THE POTABLE WATER PIPELINE, AND NON-POTABLE PIPELINE MUST BE SUPPORTED THROUGH THE CROSSING TO PREVENT SETTLING.
- ZONE 3: LESS THAN EIGHTEEN (18) INCHES VERTICAL SEPARATION:
 - a) NON-POTABLE PIPELINE JOINT TO BE AS FAR AS POSSIBLE FROM THE POTABLE WATER PIPELINE; AND EITHER
 - b) NON-POTABLE PIPELINE CONSTRUCTED WITH POTABLE WATER CLASS PIPE FOR A MINIMUM OF TEN (10) FEET EITHER SIDE OF POTABLE PIPELINE WITH A SINGLE TWENTY (20) FOOT SECTION OF POTABLE WATER CLASS PIPE CENTERED ON THE CROSSING; OR
 - c) SLEEVE NON-POTABLE OR POTABLE PIPELINE WITH POTABLE WATER CLASS PIPE FOR TEN (10) FEET EITHER SIDE OF CROSSING. USE OF HYDRAULIC CEMENTITIOUS MATERIALS SUCH AS CONCRETE, CONTROLLED DENSITY FILL, AND CONCRETE SLURRY ENCASEMENT IS NOT ALLOWED AS A SUBSTITUTE FOR SLEEVING.
 - d) IF THE POTABLE PIPELINE IS BELOW NON-POTABLE PIPELINE, THE NON-POTABLE PIPELINE MUST ALSO BE SUPPORTED THROUGH THE CROSSING TO PREVENT SETTLING.



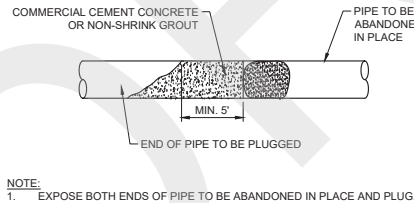
B1 IDEQ POTABLE AND NON-POTABLE SEPARATION REQUIREMENTS

SCALE:NTS



D1 PIPE CASING

SCALE:NTS

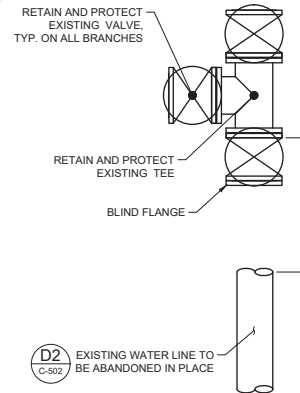


D2 PIPE ABANDONMENT

SCALE:NTS

NOTES:

- CONTRACTOR TO POTHOLE AND FIELD VERIFY ALL EXISTING PIPE SIZES, MATERIALS, CONNECTION TYPES AND CONNECTION LOCATIONS PRIOR TO ORDERING MATERIALS.
- ALL PIPE MATERIALS, FITTINGS, VALVES AND APPURTENANCES IN CONTRACT WITH WATER SHALL BE NSF 61 COMPLIANT.

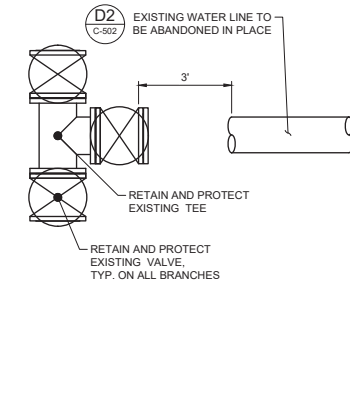


D3 ABANDON EXISTING WATER LINE (NORTH)

SCALE:NTS

NOTES:

- CONTRACTOR TO POTHOLE AND FIELD VERIFY ALL EXISTING PIPE SIZES, MATERIALS, CONNECTION TYPES AND CONNECTION LOCATIONS PRIOR TO ORDERING MATERIALS.
- ALL PIPE MATERIALS, FITTINGS, VALVES AND APPURTENANCES IN CONTRACT WITH WATER SHALL BE NSF 61 COMPLIANT.



D4 ABANDON EXISTING WATER LINE (SOUTH)

SCALE:NTS



University of Idaho



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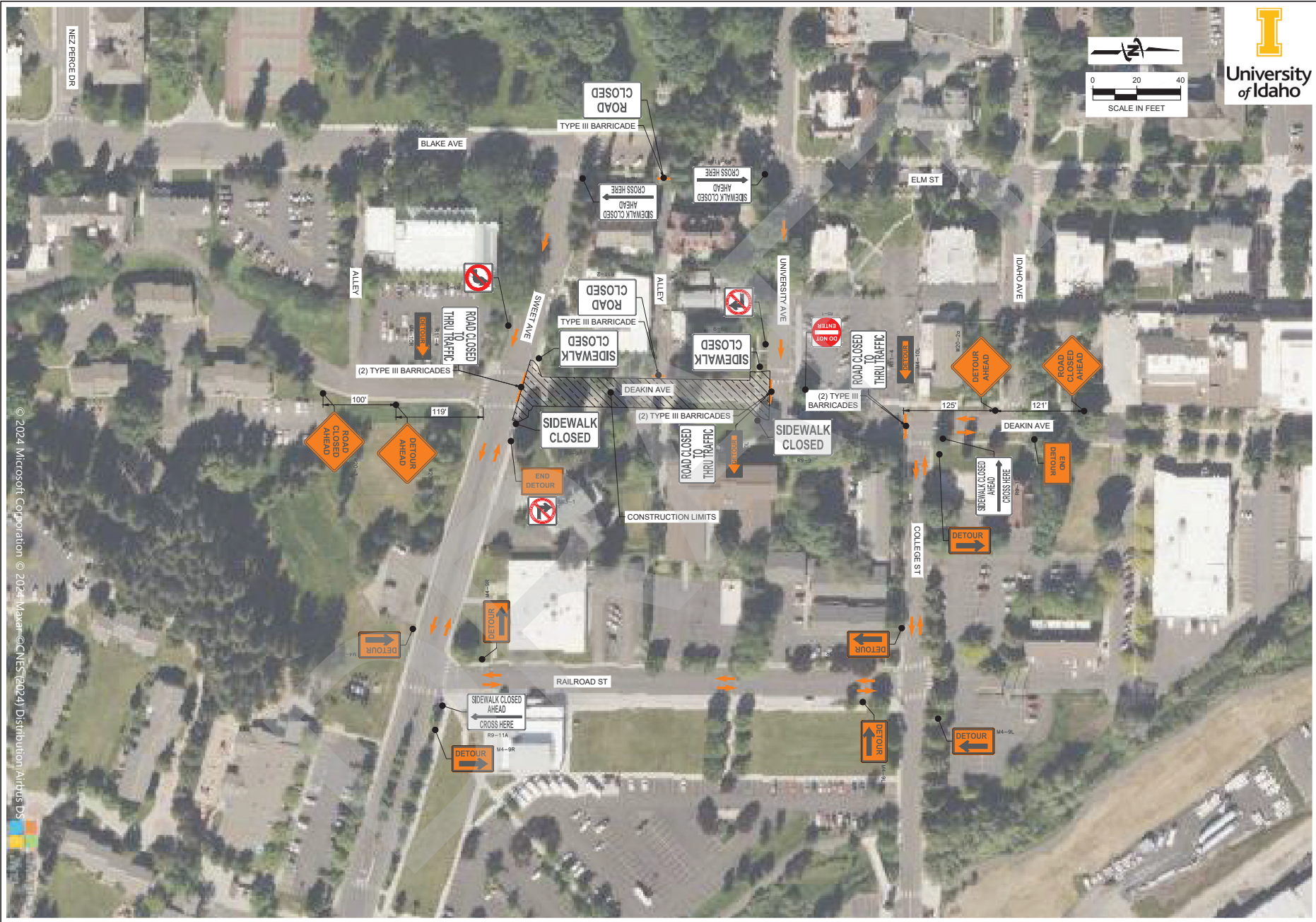


NO.	DESCRIPTION	BY	DATE

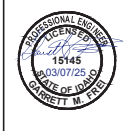
DEKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTION, LLC., UNIVERSITY OF IDAHO, CITY OF MOSCOW

FILE #	21-20-057 C-502
FOR PROJ #	21-20-057
DRAWN BY	CMK
DESIGN BY	GMP
CHECKED BY	MMH
IN CHARGE	MMH
AT FULL SIZE, IF NOT ONE	INCH SCALE, ACCORDINGLY
LAST UPDATED	2/24/2025
SHEET NUMBER:	C-502

CIVIL DETAILS



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REVIEW OF DRAWINGS

NO.	DESCRIPTION	BY	DATE

DEAKIN AVE PAVEMENT REHABILITATION AND CITY UTILITY IMPROVEMENTS
MCKINSTRY ESSENTIAL, LLC, UNIVERSITY OF IDAHO, CITY OF MOSCOW

TRAFFIC CONTROL PLAN

FILE #	21-25-057 C-601
DATE	7/20/25
DRAWN BY	DMK
DESIGNED BY	GMP
CHECKED BY	DMK
IN CHARGE	DMK
AT FULL SIZE, IF NOT ONE INCH SCALE, ACCORDINGLY	
LAST UPDATED	20240505
SHEET NUMBER:	C-601

Attachment "B"



601 E Riverside Ave #510 • SPOKANE, WA 99202 • 509.747.3389 • mckinstry.com

April 4th, 2025

Subject: UI Utility Upgrades – Deakin Ave – Final Pricing

Dear Scott Bontrager:

We appreciate the opportunity to present you with this proposal for UI Utility Upgrades Deakin Ave, resulting from scopes of work developed from the State of Idaho DPW Deferred Maintenance Project list and City of Moscow.

PROJECT PURPOSE

UI Utility Upgrades – Deakin Ave - Objective is to replace aging underground utilities (domestic water, sanitary sewer, and storm sewer) along Deakin Avenue, from University Avenue to Sweet Avenue, on the University of Idaho campus. This project aims to enhance the reliability and capacity of the utility infrastructure serving the university community. The specific scope includes the removal and replacement of the existing 4" cast iron domestic water main with a new 10" ductile iron or C900 pipe. Additionally, the outdated clay tile sanitary sewer main will be replaced with a minimum 8" PVC pipe, and the existing storm sewer piping will be upgraded to a minimum 8" PVC or HDPE pipe to ensure adequate drainage of street runoff. This project aligns with the City of Moscow's broader goals of improving infrastructure and supporting the growth of the University of Idaho. By addressing the aging utility systems, this project will enhance the overall functionality and resilience of the campus.

TACO 26.01 for UI Street Pavement Repairs Deakin Ave – Secondary objective is to rebuild approximately 330 lineal feet of Deakin Avenue from University Avenue to Sweet Avenue located on the University of Idaho's campus displays evidence of fatigue cracking, rutting along vehicle's wheel path, and an uneven surface due to pothole and/or utility patching. The fatigue cracking and rutting results from a poor, deteriorated subgrade. Additionally, along this segment of Deakin Avenue, the sidewalk and curb are heavily worn and deteriorating. The adjacent sidewalk displays evidence of cracking and spalling due to intense weather conditions. The curb's reveal is below ideal conditions for

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| 1

U of I Utility Upgrades – Deakin Ave Proposal

adequate drainage along the road segment, thus creating ponding at access points. The scope of this project is to demolish the pavement section down to its subgrade, improve the subgrade section and compaction, and repave Deakin Avenue between University Avenue and Sweet Avenue.

SCOPE OF WORK

Under the scope of work in this Task Authorization CO, McKinstry proposes to include materials, equipment, and labor to complete work for Task Authorization #26.

- Complete all work shown on drawing package labeled **23882_UI_TA-26_UI Street Pavement Repairs Deakin Ave Compiled**.
 - Remove existing curbs, walks, and ACP paving.
 - Remove and dispose of rail road tie wall and replace with Keystone type block standard grey.
 - Site excavation for roads, curbs, and walk
 - Place fabric and rock as noted in drawing
 - Sewer, storm, and water upgrade as noted in drawing. Remove and relocate existing fire hydrant.
 - Supply and replace 4" HMA paving in two (2) lifts for roadway and 3" HMA for alley tie-in.
 - Form and pour new curbs, walks, drive approaches and ADA ramps with metal truncated domes.
 - Traffic control, including detour setup and maintenance and spotter for pedestrian control.
- Design construction administration is included for all scopes of work for site visits, RFI's, submittal approval and as-built drawings.
- Site Supervision and Project Management necessary to deliver safe, well-coordinated work.
- Closeout documents and warranty as required per the contract.
- Idaho Use Tax is included.
- Builders Risk Insurance is included.

U of I Utility Upgrades – Deakin Ave Proposal

EXCLUSIONS/CLARIFICATIONS

Planning or abatement of hazardous materials. Hazardous material planning and abatement will be delivered under a separate task authorization.

Work not included in the drawing package is excluded.

Partial work weeks, swing shift, and night shift are not included in this proposal.

McKinstry reviewed design documents for permitting with IDEQ and City of Moscow.

Construction timing April - 2025 – August 5, 2025.

It is assumed that all remaining utility lines and connection points are in good working order.

Sewer and domestic water will be shut down for a period of time to complete construction. McKinstry will coordinate with University of Idaho and property owners.

Pedestrian and automobile traffic control will be in place.

Landscape repairs are excluded unless damaged by contractor.

Irrigation lines and head movement is the responsibility of property owners.

To complete construction, Deakin Ave/University Ave, and Deakin Ave/Sweet Ave intersections will need to be closed during construction duration.

Project pricing is valid for 60 days

Unforeseen or hidden conditions including but not limited to:

Shallow groundwater conditions that require dewatering are not expected and therefore considered unforeseen.

Hidden items below grade that may require removal including but not limited to, soil mitigation, rock, etc. are considered unforeseen.

Unknown utilities not shown on as-built drawings, or discovered during utility locates are considered unforeseen.

Unsuitable soil conditions not limited to bedrock, large boulders, foreign debris, etc.



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U of I Utility Upgrades – Deakin Ave Proposal

TIMELINE AND MILESTONES

McKinstry will initiate this scope of work upon a notice to proceed from City of Moscow. Milestones and durations are listed in **Attachment A** Construction Schedule and are based on expected lead times. Lead time volatility may cause adjustments to durations.

FEE BILLING

DESCRIPTION (BASE SCOPE)	COST
UI Street Pavement Repairs Deakin Ave TA-26 Project Total (DPW/UI)	\$605,394
Deakin Ave Utility Upgrades (City of Moscow) – Project Costs – This Proposal	\$355,637
UI Street Pavement Repairs Deakin Ave and Utility Project Total	\$961,031

*Owner Contingency not included

DEAKIN AVE PRICING BREAKOUT:

The following items have been proportionally applied to the line items below: General Conditions, Overhead & Profit, Design Construction Administration, Bonds, Builders Risk Insurance, and Permitting.



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| 4

U of I Utility Upgrades – Deakin Ave Proposal

Description	Price
Mobilization	\$ 27,360.00
Survey/staking	\$ 3,344.00
	\$ -
Remove Sanitary Sewer	\$ 3,000.48
Remove Sanitary Manhole	\$ 2,492.80
New Sanitary Lines	\$ 60,009.60
Sanitary Manhole	\$ 7,448.00
Cleanouts	\$ 3,192.00
Tie into Existing	\$ 2,432.00
	\$ -
Remove Storm Line	\$ 3,724.00
Remove Catch Basin	\$ 3,800.00
8" Storm Lines	\$ 14,598.08
Catch Basins	\$ 12,312.00
Tie into Existing	\$ 1,219.04
	\$ -
Remove Waterline and Hydrant	\$ 4,560.00
Cut/cap and abandon	\$ 9,028.80
10" Waterline Complete	\$ 126,540.00
Sleeves	\$ 21,948.80
Tie-Ins	\$ 6,384.00
2" Service Pipe	\$ 4,286.40
Reset Existing Hydrant	\$ 4,940.00
Test/flush	\$ 2,888.00
	\$ -
Traffic Control	\$ 12,540.00
Sanitary Bypassing	\$ 12,920.00
Clean up/De-mobilize	\$ 4,669.00
Total	\$ 355,637.00

Ira Nolander
Program Manager
McKinstry; Spokane, WA



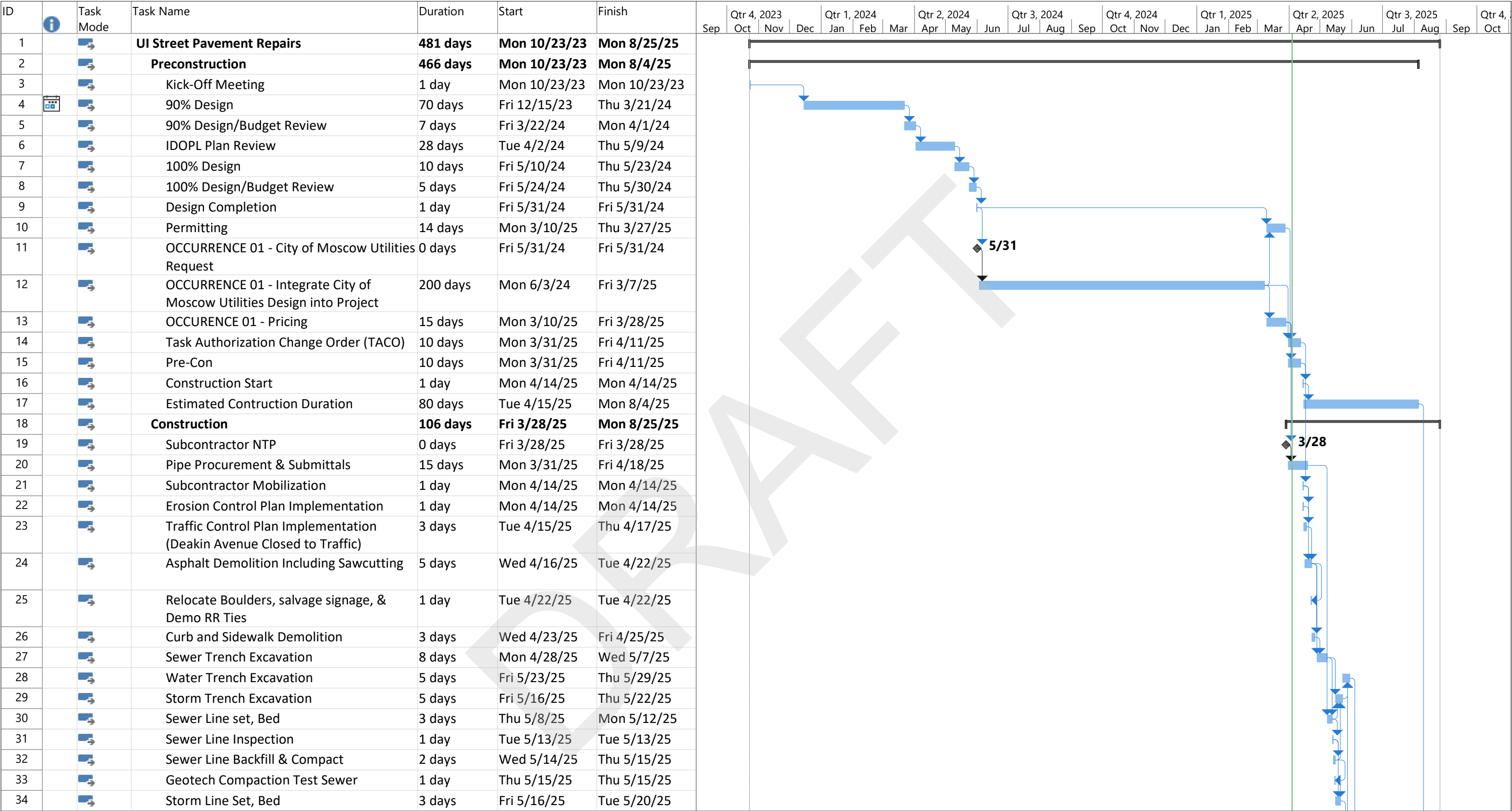
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| 5

U of I Utility Upgrades – Deakin Ave Proposal

Attachment A: Construction Schedule

DRAFT



Project: TA-026 Street Pavemen
Date: Fri 4/4/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Attachment "C"

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY, CITY OF MOSCOW, AND LATAH COUNTY REGARDING LIABILITY AND RESPONSIBILITY

The University of Idaho (hereinafter "University"), the City of Moscow (hereinafter "City"), and Latah County (hereinafter "County"), (collectively "Parties"), are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability, and each are subject to the Idaho Tort Claims Act. University regularly enters into contracts, agreements, and memorandums of understanding with City and with County. The Parties agree that the following Hold Harmless provision shall apply to any contracts, agreements, or memorandums of understanding University enters into with City or with County:

Hold Harmless (Liability and Responsibility):

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.

Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

To the extent any future contract, agreement, or memorandum of understanding between University and City, or between University and County, is inconsistent with the above Hold Harmless provision, this Memorandum of Understanding (hereinafter "MOU"), and the language set forth herein shall govern unless the Parties to any such contract, agreement, or memorandum of understanding specifically state the above language shall not apply.

Any Party may terminate their participation in this MOU by giving thirty (30) days written notice to the other Parties. In such event, the provisions of this MOU shall continue to apply to any contract, agreement, or MOU entered into between the Parties prior to the date of termination of this Agreement.

For City of Moscow:

Signature: Bruce Jamison

Print Name: Bruce Jamison

Date: 2-15-19

For Latah County:

Signature: Thomas C. Lamar

Print Name: Thomas C. Lamar

Date: 1-14-19

ATTEST:

Richard Walser
Deputy

For University of Idaho:

Signature: Julia R. McIlroy

Print Name: Julia R. McIlroy

Date: 2/7/19

Director, Contracts and Purchasing Services

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

South Moscow Business Park (SOMO) Development and Monumentation Agreements (ACTION ITEM)
- Bob Buvel

RESPONSIBLE STAFF

Bob Buvel, Senior Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

Jeff Motley, on behalf of Two-GM, LLC., has submitted to the City a final plat for the development of a property east of the intersection of Old Highway 95 and US 95 and just south of the South Fork of the Palouse River. On October 07, 2024, the City Council approved the preliminary plat for this property. The final plat is titled South Moscow Business Park and will be presented for City Council approval on May 5th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address project phasing, construction of public improvements, parkland dedication, as-constructed drawings, City participation in up-sizing proposed utilities, and a proportionate share fee for the future installation of a traffic control signal. The agreement obligates the city to fund \$43,884.20 worth of water main up-sizing costs. The agreement obligates the Developer to reimburse \$64,284.00 to the City for a proportionate share fee for the future installation of a traffic control signal at US 95 and SOMO Drive as lots in the development sell. 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 approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development and Monumentation Agreements for the South Moscow Business Park; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Development and Monumentation Agreements for the South Moscow Business Park.

OTHER RESOURCES

FISCAL IMPACT

Funds for the utility up-sizing will be expended from Water Capital Improvement (320-220-770-73).

PERSONNEL IMPACT

ATTACHMENTS

1. Monumentation Agreement - SOMO_final with attachment
2. Development Agreement - SOMO_final with attachments

After Recording Return to:
City of Moscow City Clerk
PO Box 9203
Moscow, ID 83843

Space above this line for Recorder's use only

**MONUMENTATION AGREEMENT
BETWEEN TWO-GM, LLC AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2025, by and between TWO-GM, LLC, an Idaho Limited Liability Company, 6901 SR 270, Pullman, Washington, 99162 (hereinafter "DEVELOPER") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property with CITY.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as The South Moscow Business Park; and

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

WHEREAS, DEVELOPER desires to record the final plat of The South Moscow Business Park; and

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

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

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

1. **PROPERTY AFFECTED:** The Property which is subject to this Agreement is described as The South Moscow Business Park (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment "A".
2. **PROFESSIONAL LAND SURVEYOR:** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Brad Cuddy, Idaho PLS #9165.

3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION: Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision prior to the setting of interior monuments if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and
 - C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT: DEVELOPER agrees as follows:
 - A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. If installing monuments following the recording of the plat:
 - i. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - ii. To furnish CITY with a cash deposit in the amount of Four Thousand, Eight Hundred Three Dollars (\$4,803.00), which is equal to the one hundred twenty percent (120%) of the Four Thousand, Two Dollars and Fifty Cents (\$4,002.50) estimated by Surveyor to set Subdivision interior monuments.
5. CITY COVENANT: That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Four Thousand, Eight Hundred Three Dollars (\$4,803.00) has been deposited with CITY as required by Section 4. C.ii. of this Agreement.
6. RETURN OF DEPOSIT: If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from

moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.

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

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

I, Frank J Motley, certify under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am an authorized agent to bind TWO-GM, LLC to this Agreement.

DEVELOPER:

CITY:

Frank J. Motley, Member
TWO-GM, LLC

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2025, before me, the undersigned, a Notary in and for said State, personally appeared Frank J. Motley known to me to be the Authorized Agent of TWO-GM, LLC, who is the owner of the affected property.

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

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

Attachment "A"

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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

SITE OVERVIEW

SHEET INDEX

- SHEET 1 – OVERVIEW, CONTACT INFORMATION, LEGEND,
LEGAL DESCRIPTION, PLAT INFORMATION,
VICINITY MAP
- SHEET 2 – PLAT MAP, NARRATIVE, CURVE TABLE
- SHEET 3 – DETAILS, POINT OF BEGINNING TIES,
REFERENCES
- SHEET 4 – APPROVALS, OWNERS CERTIFICATE

DESCRIPTION OF EXTERIOR PLAT BOUNDARY

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., 1823.71 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.

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.

CONTACT INFORMATION

OWNER – DEVELOPER
NAME: TWO-GM, LLC,
CONTACT: FRANK MOTLEY
ADDRESS: 6901 SR 270
CITY: PULLMAN, WA 99163
TELEPHONE: (509) 432 6553
EMAIL: j@motleymotley.com

PROFESSIONAL LAND SURVEYOR
NAME: CUDDY & ASSOCIATES, INC.
CONTACT: BRAD CUDDY, PLS
ADDRESS: 13950 HIGHWAY 12
CITY: OROFINO, ID 83544
PHONE: (208) 790-2672
EMAIL: bradcuddy@cebridge.net

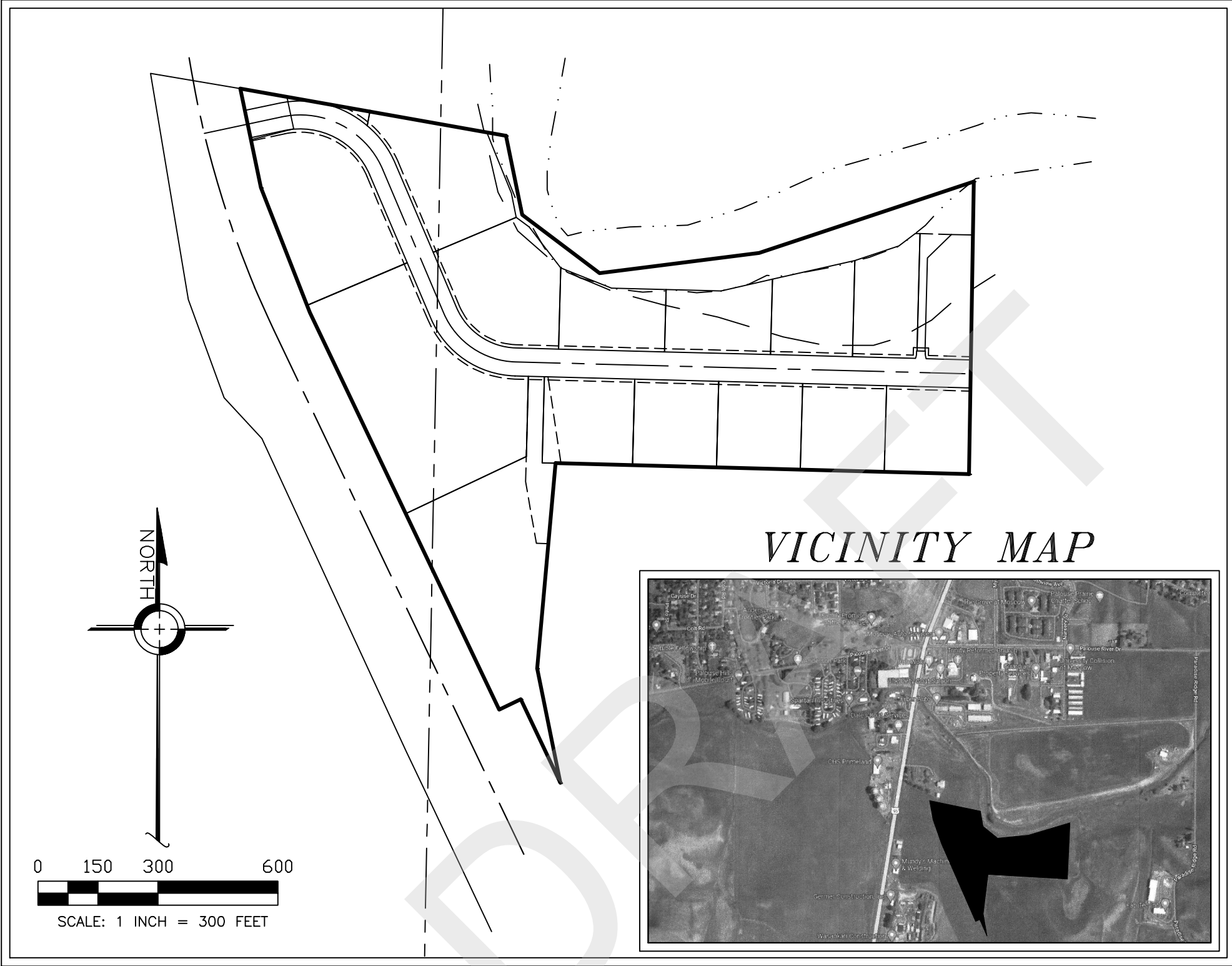
PROFESSIONAL ENGINEER
NAME: ANACLINE ENGINEERING
CONTACT: C. RYAN FISKE, P.E.
ADDRESS: 4025 EAGLE CT.,
CITY: LEWISTON, ID 83501
PHONE: (208) 791-8055
EMAIL: anacline@aol.com

PLAT INFORMATION

- AVERAGE LOT SIZE: 1.73 ACRES
 - FLOOD PLAIN ZONE: N/A ELEVATING
 - CENTERLINE MONUMENTS AND MONUMENTS FOR INTERIOR LOT CORNERS WILL BE SET POST CONSTRUCTION AND BY NOVEMBER 30, 2025.
 - THE EAST 1/4 CORNER OF SECTION 19 WILL BE REPLACED OR REFERENCE MONUMENTS WILL BE SET IF IT IS DESTROYED DURING CONSTRUCTION.
 - GROSS AREA OF ALL LAND INVOLVED: 29.46 ACRES.
 - TOTAL NET AREA OF LAND AREA, EXCLUSIVE OF PROPOSED OR EXISTING PUBLIC STREET AND/OR OTHER PUBLIC LANDS: 23.64 ACRES.
- THERE ARE NO RECORDED SUBDIVISION PLAT MAPS IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY.

LEGEND:

Found as noted.	Description	Set as noted.
	Section corner	
	1/4 section corner	
	Right of way monument as noted	
	Set centerline monument	
	Rebar – found	
	Rebar – set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"	
	Set 5/8" diameter, 30" long rebar with 2" diameter aluminum cap stamped "PLS 9165" & "ESMIT"	
	Calculated point. Nothing found or set this survey.	
	DIAM. Diameter	
	CPFR Corner Perpetuation and Filing Record (w/ instrument #)	
	(M) Measured	
	(R1) Reference R1	
	Section line/Section subdivision line	
	Boundary of subject property	
	Floodway boundary	
	100 year flood boundary	
	Easement as noted	
	Tie line	
	Lot 7 (block 1) access easement, and fire apparatus turnaround	
	Existing permanent easement for approach construction per R1	
	Public access and utility easement	



02.14.25 PARKLAND DEDICATION SUMMARY – FINAL PLAT SOUTH MOSCOW BUSINESS PARK				
	SQUARE FEET	ACRES	PARKLAND DEDICATION SQUARE FEET	PARKLAND DEDICATION ACRES
TOTAL NET DEVELOPABLE AREA (LOTS):	1,030,942	23.67		
MOTOR BUSINESS ZONING @ 9%:			92,785	2.13
TRACT 2 PARKLAND DEDICATION (MINUS RETENTION POND):			79,910	1.83
REMAINING PARKLAND DEDICATION REQUIRED:			12,875	0.30
IN LIEU FEE (0.3 ACRES X \$13,500):				\$4,050.00

© 2025, Cuddy & Associates

RECORDER'S CERTIFICATE

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

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

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF FRANK MOTLEY
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



Cuddy & Associates, Inc.
Licensed Surveyors

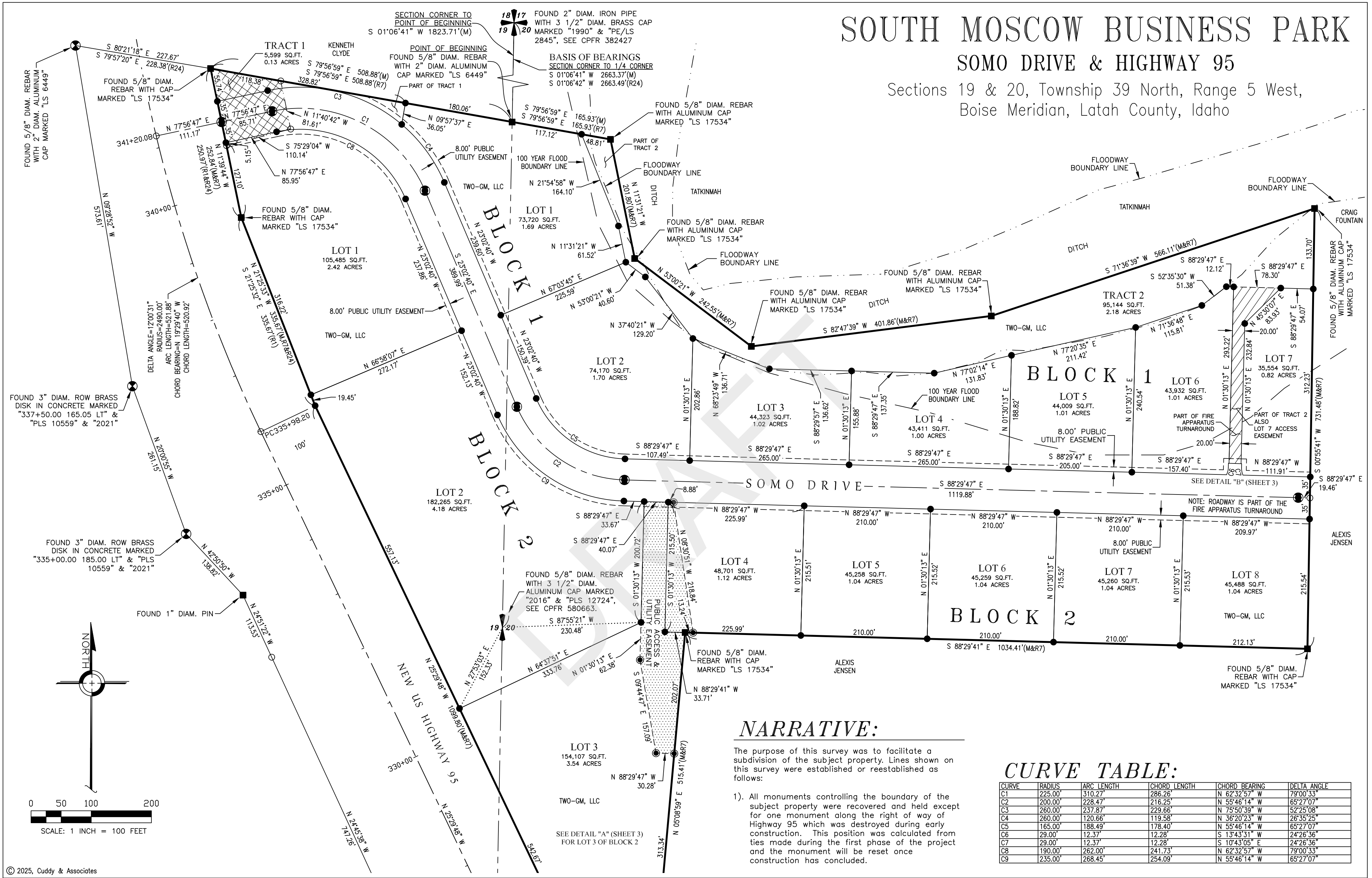
13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 1 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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



NARRATIVE:

The purpose of this survey was to facilitate a subdivision of the subject property. Lines shown on this survey were established or reestablished as follows:

- 1). All monuments controlling the boundary of the subject property were recovered and held except for one monument along the right of way of Highway 95 which was destroyed during early construction. This position was calculated from ties made during the first phase of the project and the monument will be reset once construction has concluded.

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	225.00'	310.27'	286.26'	N 62°32'57" W	79°00'33"
C2	200.00'	228.47'	216.25'	N 55°46'14" W	65°27'07"
C3	260.00'	237.87'	229.66'	N 75°50'39" W	52°25'08"
C4	260.00'	120.66'	119.58'	N 36°20'23" W	26°35'25"
C5	165.00'	188.49'	178.40'	N 55°46'14" W	65°27'07"
C6	29.00'	12.37'	12.28'	S 13°43'31" W	24°28'36"
C7	29.00'	12.37'	12.28'	S 10°43'05" E	24°28'36"
C8	190.00'	262.00'	241.73'	N 62°32'57" W	79°00'33"
C9	235.00'	268.45'	254.09'	N 55°46'14" W	65°27'07"

NOTES:

- 1). The Basis of Bearings for this survey is S01°06'34"W along the East line of Section 19 between the monuments found at the Northeast section corner and the East 1/4 section corner, as shown hereon.
- 2). This survey was performed using a Carlson BRX-7 with a Topcon FC-5000 data collector, and a Sokkia SX-105T total station with a Topcon FC-5000 data collector.
- 3). This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- 4). No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH

FILED FOR RECORD AT _____ M.
AT THE REQUEST OF _____

COUNTY RECORDER
DEPUTY

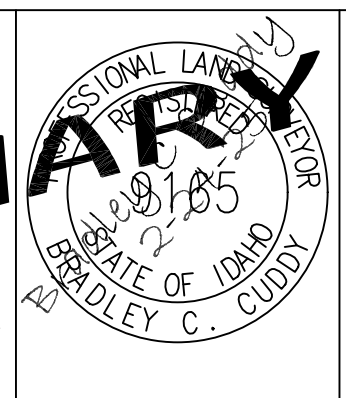
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

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PRELIMINARY

BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



C UDDY & ASSOCIATES, Inc.
Licensed Surveyors

13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0
SURVEY COMPLETED: 1/29/2025
FILE LAST MODIFIED: 2/24/2025
FILE NAME: ANACLINE 8.0.dwg

DRAWN BY: JPF
CHECKED BY: BCC
SHEET: 2 OF 4

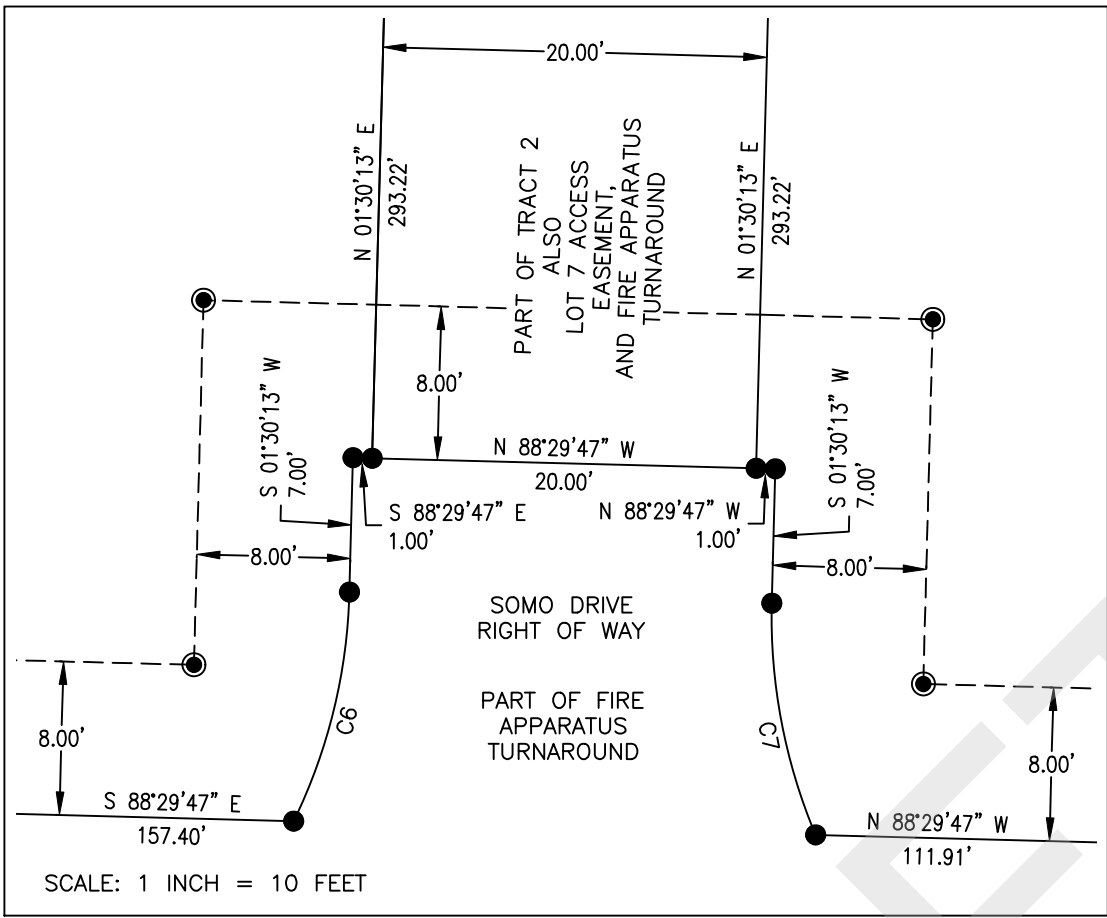
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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

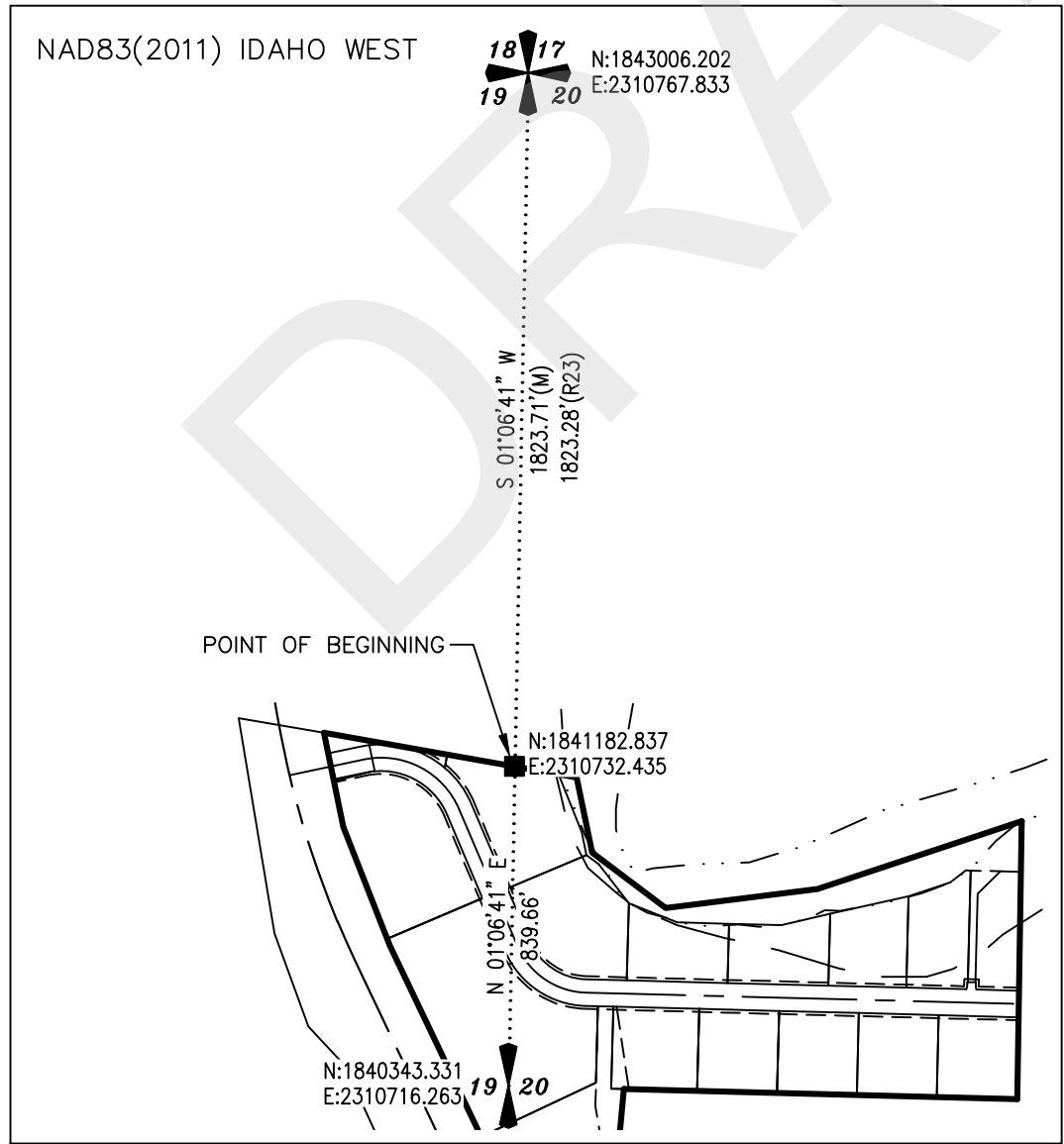
DETAIL "B"



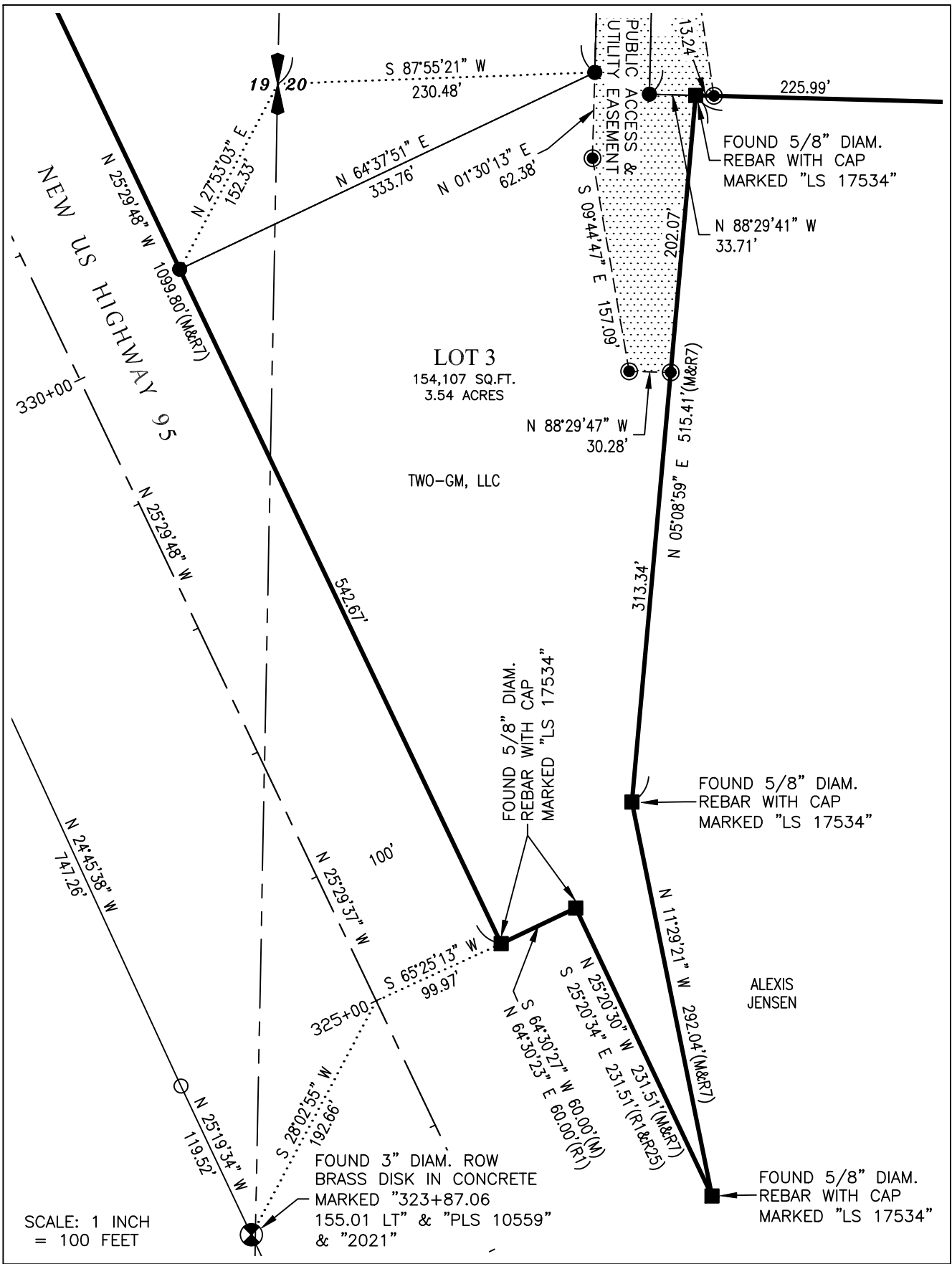
REFERENCES:

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

POINT OF BEGINNING TIES



DETAIL "A"



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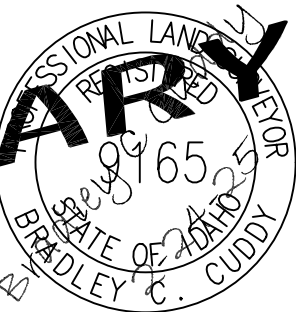
RECORDER'S CERTIFICATE

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

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

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY
PRELIMINARY
BRADLEY C. CUDDY, PLS 9165 2-24-25
DATE





Cuddy & Associates, Inc.
Licensed Surveyors

13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 3 OF 4
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SOUTH MOSCOW BUSINESS PARK
SOMO DRIVE & HIGHWAY 95

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

LATAH COUNTY SURVEYOR

THIS PLAT HAS BEEN CHECKED AND MEETS THE REQUIREMENTS
OF TITLE 50, CHAPTER 13, IDAHO CODE. EXAMINED AND
APPROVED BY THE LATAH COUNTY SURVEYOR THIS _____ DAY
OF _____, 20_____.

LATAH COUNTY SURVEYOR DATE

CITY OF MOSCOW ENGINEER

EXAMINED AND APPROVED BY THE CITY OF MOSCOW ENGINEER
THIS _____ DAY OF _____, 20_____.

ENGINEER, CITY OF MOSCOW, IDAHO DATE

PUBLIC HEALTH-IDAHO NORTH CENTRAL 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.

ENVIRONMENTAL HEALTH SPECIALIST DATE
PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

LATAH COUNTY TREASURER

I HEREBY CERTIFY THAT TAXES AND ASSESSMENTS FOR THE
PROPERTY SHOWN HEREON HAVE BEEN PAID FOR THE YEAR
_____. AND PRECEDING YEARS. AS OF THIS _____DAY OF
_____, 20_____.

LATAH COUNTY TREASURER DATE

CITY OF MOSCOW PLANNING & ZONING

APPROVAL OF THIS PLAT BY THE CITY OF MOSCOW CERTIFIES
AGREEMENT TO ALLOW CONNECTION OF THE ABOVE DESCRIBED
PROPERTY TO THE MUNICIPAL WATER SYSTEM AND SATISFIES
SECTION 50-1334, IDAHO CODE.

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW
PLANNING AND ZONING COMMISSION AT A REGUALR MEETING
WITH A QUORUM PRESENT THIS _____ DAY OF
_____, 20_____.

CHAIRPERSON, PLANNING & ZONING COMMISSION DATE

MOSCOW CITY COUNCIL

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW CITY
COUNCIL AT A REGULAR MEETING WITH A QUORUM PRESENT
THIS _____ DAY OF _____, 20_____.
DEDICATION OF ALL PUBLIC STREETS, EASEMENTS, AND
PARKLAND DESCRIBED ON THIS PLAT IS HEREBY ACCEPTED IN
ACCORDANCE WITH SECTION 50-1313, IDAHO CODE.

MAYOR, CITY OF MOSCOW DATE

MOSCOW CITY CLERK DATE

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE
OFFICE OF THE RECORDER OF LATAH COUNTY, IDAHO AT THE REQUEST
OF _____ THIS _____ DAY
OF _____, 20____, AT ____O'CLOCK ____M., AND
DULY RECORDED AS INSTRUMENT NUMBER _____.

RECORDER, LATAH COUNTY, IDAHO DATE

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, THAT TWO-GM, L.L.C., IS
THE OWNER OF THE LAND AND PREMISES HEREON DESCRIBED, AND
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 "SOUTH MOSCOW BUSINESS PARK". THE
UNDERSIGNED DOES HEREWITH DECLARE HIS INTENTION TO DEDICATE
FOR PUBLIC USE THE RIGHTS OF WAY, THE PUBLIC UTILITY
EASEMENTS, AND OTHER PUBLIC EASEMENTS SHOWN HEREON. THE
UNDERSIGNED CERTIFIES THAT ALL LOTS WITHIN THIS PLAT WILL BE
ELIGIBLE TO RECEIVE WATER SERVICES 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 UNDERSIGNED DOES
HEREWITH DEDICATE TO THE PUBLIC TRACT 1 AND TRACT 2 FOR
DRAINAGE AND DETENTION POND PURPOSES.

IN WITNESS THEREOF, THE UNDERSIGNED HAS SET HIS HAND.

FRANK MOTLEY (MANAGING MEMBER) DATE

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF LATAH

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FRANK
MOTLEY, KNOWN OR IDENTIFIED BY ME TO BE THE PERSONS WHO EXECUTED
THE FOREGOING OWNERS CERTIFICATE, A FREE AND VOLUNTARY ACT.

IN WITNESS THEREOF, THIS_____DAY OF_____20_____
I SET MY HAND AND AFFIX MY SEAL.

NOTARY PUBLIC, IN AND FOR THE SAID STATE

RESIDING AT

MY COMMISSION EXPIRES

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH }
FILED FOR RECORD _____AT____:____M.
AT THE REQUEST OF _____

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

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY
PRELIMINARY
Bradley C. Cuddy
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



DOCUMENTS PREPARED WITH THIS SURVEY

13950 Highway 12 Orofino, ID 83544	
(208)-476-4643 bradcuddy@cebridge.net	
PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 4 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

**DEVELOPMENT AGREEMENT
BETWEEN TWO-GM, LLC AND
CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN TWO-GM, LLC AND THE CITY OF MOSCOW, IDAHO (hereinafter "Agreement") is entered into this _____ day of _____, 2025, by and between TWO-GM, LLC, whose address is 6901 SR 270, Pullman, Washington, 99163 (hereinafter "DEVELOPER") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as The South Moscow Business Park located within the City of Moscow, Idaho; and

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

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

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

WHEREAS, DEVELOPER's property currently has permitted access from the Idaho Transportation Department (hereinafter "ITD") to access the property from the future intersection of Highway 95 by way of a private commercial approach. DEVELOPER and CITY wish to modify DEVELOPER's current permitted commercial access approach to a permitted public street held by CITY, see Attachment "B" incorporated herein by this reference. CITY intends to enter into an agreement with ITD requiring CITY to provide proportionate share funding for the construction of intersection street lights at said public street's intersection with the new Highway 95 when warranted. DEVELOPER agrees to provide CITY with a proportion share fee to pay for the South Moscow Business Park's traffic capacity usage; and

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

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

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

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

I. PROPERTY AFFECTED

This Agreement affects property to be known as the South Moscow Business Park (hereinafter "Subdivision") within the City of Moscow, Latah County, Idaho. 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, more particularly described as follows:

COMMENCING at the northwest corner of Section 20; thence along the west line of said Section, S. 01°06'41" W., 1823.71 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.

II. PUBLIC IMPROVEMENTS

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

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards"), as may be amended, and in accordance with approved engineering plans; and
- B. Pay a proportionate share fee for the future installation of a traffic control signal to account for the traffic capacity utilized by the traffic the Subdivision Development is anticipated to generate. CITY and DEVELOPER have agreed upon a proportionate share fee of Sixty-Four Thousand, Two Hundred and Eighty-Four Dollars (\$64,284) for DEVELOPER's contribution. This payment shall be divided equally amongst the Subdivision Development's fifteen (15) individual lots and provided at a per lot fee of Four Thousand, Two Hundred and Eighty-Five Dollars (\$4,285). The fee shall be paid to CITY prior to the issuance of a building permit for any lot within the Subdivision Development; and
- C. DEVELOPER agrees to construct a twelve-inch (12") diameter water main in the Subdivision Development's Drive from Station 1+00 to Station 11+00 to provide adequate fire flow to the Subdivision Development, and, to upsize the water main in SOMO Drive from Station 11+00 to Station 22+52 from the eight-inch (8") diameter water main that DEVELOPER is required to construct per paragraph A of this Section, to twelve-inch (12") diameter water mains as requested by CITY, at DEVELOPER's expense; and
- D. CITY agrees to reimburse the cost of upsizing the water main in SOMO Drive as shown on Attachment "A", as follows:
 1. CITY shall reimburse one hundred percent (100%) of the costs of upsizing the water main in SOMO Drive from Station 11+00 to Station 22+52, which shall not exceed a total amount of Forty-Three Thousand, Eight Hundred Eighty Four Dollars AND 20/100 (\$43,884.20) per the approved South Moscow Business Park Civil Construction Plan, unless otherwise approved by CITY in writing.
 2. Subject to the amounts and limitation contained in paragraph D.1 of this Section, CITY's contribution will only be utilized to reimburse DEVELOPER

for the increase in price in upsizing from eight-inch (8”) diameter water mains that DEVELOPER is required to construct per paragraph A of this Section, to twelve-inch (12”) diameter water mains as requested by CITY. Construction of the water mains shall include, but not be limited to, the procurement and construction of the water mains, including pipe, fittings, valves, hydrants, thrust blocks, testing, and all materials and construction that are ancillary to the construction of the water mains including, but not limited to, excavation, backfill, paving, material testing, and traffic control.

3. CITY’s contribution for the costs of upsizing the water mains in SOMO Drive shall not be disbursed until completion of all public improvements and acceptance of said improvements by CITY.

III. TERM

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

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

IV. CITY’S COVENANT

CITY shall issue building permits to DEVELOPER’s Subdivision only after the following have occurred:

- A. Payment of all applicable development fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Title 5, Chapter 1, Section 1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.
- D. The term “building permits” used throughout this Agreement shall refer to permits for the construction of buildings or structures and shall not include permits required for the construction of the public improvements required herein.

V. DEVELOPER’S COVENANT

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY Standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the CITY Engineer prior to beginning any public improvements' construction; and
- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the Subdivision Development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY Standards and as per the approved plans, CITY shall revoke occupancy of the entire Subdivision Development and shall revoke any applicable permit issued to DEVELOPER by CITY; and
- E. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, legal description(s), exhibits and dedication documents for all public improvements and rights-of-way to be dedicated to CITY. Dedication documents shall be prepared by an Idaho Licensed Professional Land Surveyor and shall be approved by the CITY Engineer and recorded with the Latah County Recorder's office prior to the beginning of the one-year warranty period as described in Section VIII of this Agreement.

VI. SECURITY FOR IMPROVEMENTS

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Title 5, Chapter 1, Section 1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's Subdivision Development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the Subdivision Development, CITY may utilize the security and cause the public improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement, pursuant to the provisions outlined for General Liens in Idaho Code Title 45, Chapter 1. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY

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

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

VIII. WARRANTY

- A. All required public improvements, once constructed, dedicated and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (hereinafter "Warranty Period").
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the Warranty Period.
- C. Prior to issuance of any building permit in the Subdivision Development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by CITY Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by CITY, or shall name CITY as a holder of the warranty Security or as the beneficiary of the bond, and shall be in effect for the Warranty Period.
- D. If DEVELOPER fails to correct any deficiency within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiency.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION

As part of the subdivision process, pursuant to Moscow City Code Title 5, Chapter 1, Section 1-5 F., this proposed Subdivision Development falls under the following requirements:

The parkland dedication for the Subdivision Development is satisfied by a combination of dedication of land, and, in-lieu fees CITY shall 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, an in-lieu fee of Four Thousand and Fifty Dollars (\$4,050.00) to satisfy the remainder of the parkland dedication requirement of 0.3 acres.

X. PHASING

- A. Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the Subdivision Development described herein in the following two (2) Phases and as shown in Attachment "A":
1. Phase I - The first phase ("Phase I") will extend from Station 0+00 to approximately Station 12+30 and the second phase ("Phase II") will begin at approximately Station 12+30 and shall end at approximately Station 22+64.46 as further described the engineering design plans approved by CITY. For the purposes of this Agreement, the term "Phase I Properties" shall include the following lots within the Subdivision Development: Block 2 Lot 1, Block 2 Lot 2, Block 2 Lot 3, Block 1 Lot 1, and Block 1 Lot 2.
 2. Phase II - For the purposes of this Agreement, the term "Phase II Properties" shall include the following lots within the Development: Block 1 Lot 3, Block 1 Lot 4, Block 1 Lot 5, Block 1 Lot 6, Block 1 Lot 7, Block 2 Lot 4, Block 2 Lot 5, Block 2 Lot 6, Block 2 Lot 7, and Block 2 Lot 8.
- B. Where phasing is approved, the requirements to complete the required public improvements or furnish security to ensure the completion of the public improvements, the obligation to complete the required public improvements within twelve (12) months from the issuance of the first building permit, the revocation of occupancy and building permits issued with the Subdivision Development for failure to complete the required improvements, the provision of Warranty Period and security, the provision of as-constructed drawings, and granting of occupancy shall only apply to the subject phase where building permits are sought in accordance with the approved phasing plan.
- C. No building permit shall be issued for any phase of this Subdivision Development until all public improvements, related to each preceding phase of this Subdivision Development, are completed, installed and accepted by CITY in accordance with this Agreement, or security is furnished in accordance with this Agreement.

D. The Phasing as described herein shall not be modified unless agreed to in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

E. SPECIAL PROVISION FOR BLOCK 2, LOT 3.

CITY agrees, upon receipt of adequate financial security as provided herein, to defer the installation of the eight inch (8") water main from the twelve inch (12") water main installed on SOMO Drive over and across BLOCK 2, LOT 3 as shown in Attachment "C" until either BLOCK 2, LOT 3 is sold or conveyed to another party, or a building permit is requested on BLOCK 2, LOT 3, or until September 30, 2030, whichever shall occur first. Said deferred water main construction shall be installed and accepted by CITY within twelve (12) months of the sale, conveyance, or issuance of a building permit for BLOCK 2, LOT 3, and shall be completed prior to granting occupancy of any structure or building on said Lot.

XI. AS-CONSTRUCTED DRAWINGS

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

XII. FAILURE TO COMPLY

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER

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

XIV. OCCUPANCY

DEVELOPER agrees that no person shall be allowed to occupy any part of the Subdivision Development for any purpose until the described public improvements are completed and accepted by CITY for maintenance or as otherwise provided for by a subsequent development agreement between the Parties.

XV. VENUE AND ATTORNEY FEES

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is

entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the matters discussed herein and supersedes all prior agreements, negotiations, and discussions between the Parties. DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties. The terms and conditions of this Agreement shall be deemed severable. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect so long as the remainder of this Agreement is reasonably capable of completion.

XVII. COVENANTS TO RUN WITH LAND

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

XVIII. NOTICES

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

DEVELOPER:
TWO-GM, LLC
9601 SR 270
Pullman, WA 99163-8717
(509) 872-3511

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

XIX. UNDERSTANDING

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

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

I, Frank J. Motley, certify, under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am the authorized agent to bind TWO-GM, LLC to this Agreement.

DEVELOPER:
TWO-GM, LLC

CITY:
City of Moscow, Idaho

Frank J. Motley, Member

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary in and for said State, personally appeared Frank J. Motley known to me to be the Authorized Agent of TWO-GM, LLC who is the owner of the affected property.

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

Notary Public for the State of _____

Residing at _____

My commission expires _____

Attachment "A"

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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

CONTACT INFORMATION

OWNER – DEVELOPER
NAME: TWO-GM, LLC,
CONTACT: FRANK MOTLEY
ADDRESS: 6901 SR 270
CITY: PULLMAN, WA 99163
TELEPHONE: (509) 432 6553
EMAIL: j@motleymotley.com

PROFESSIONAL LAND SURVEYOR
NAME: CUDDY & ASSOCIATES, INC.
CONTACT: BRAD CUDDY, PLS
ADDRESS: 13950 HIGHWAY 12
CITY: OROFINO, ID 83544
PHONE: (208) 790-2672
EMAIL: bradcuddy@cebridge.net

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

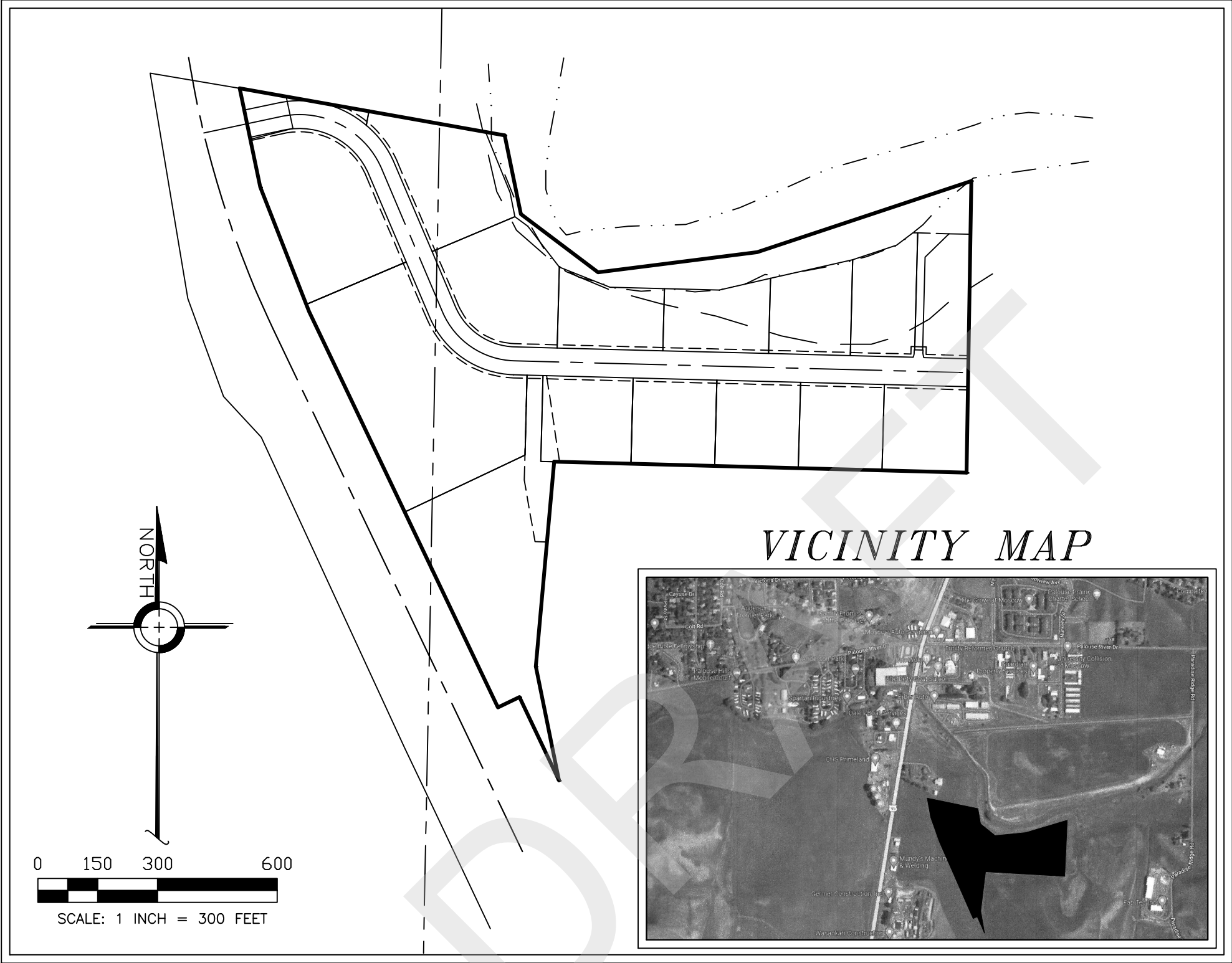
PLAT INFORMATION

1. AVERAGE LOT SIZE: 1.73 ACRES
2. FLOOD PLAIN ZONE: N/A ELEVATING
3. CENTERLINE MONUMENTS AND MONUMENTS FOR INTERIOR LOT CORNERS WILL BE SET POST CONSTRUCTION AND BY NOVEMBER 30, 2025.
4. THE EAST 1/4 CORNER OF SECTION 19 WILL BE REPLACED OR REFERENCE MONUMENTS WILL BE SET IF IT IS DESTROYED DURING CONSTRUCTION.
5. GROSS AREA OF ALL LAND INVOLVED: 29.46 ACRES.
6. TOTAL NET AREA OF LAND AREA, EXCLUSIVE OF PROPOSED OR EXISTING PUBLIC STREET AND/OR OTHER PUBLIC LANDS: 23.64 ACRES.

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

LEGEND:

Found as noted.	Description	Set as noted.
	Section corner	
	1/4 section corner	
	Right of way monument as noted	
	Set centerline monument	
	Rebar – found	
	Rebar – set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"	
	Set 5/8" diameter, 30" long rebar with 2" diameter aluminum cap stamped "PLS 9165" & "ESMIT"	
	Calculated point. Nothing found or set this survey.	
	Diameter	
	Corner Perpetuation and Filing Record (w/ instrument #)	
	Measured	
	Reference R1	
	Section line/Section subdivision line	
	Boundary of subject property	
	Floodway boundary	
	100 year flood boundary	
	Easement as noted	
	Tie line	
	Lot 7 (block 1) access easement, and fire apparatus turnaround	
	Existing permanent easement for approach construction per R1	
	Public access and utility easement	



SHEET INDEX

- SHEET 1 – OVERVIEW, CONTACT INFORMATION, LEGEND, LEGAL DESCRIPTION, PLAT INFORMATION, VICINITY MAP
SHEET 2 – PLAT MAP, NARRATIVE, CURVE TABLE
SHEET 3 – DETAILS, POINT OF BEGINNING TIES, REFERENCES
SHEET 4 – APPROVALS, OWNERS CERTIFICATE

DESCRIPTION OF EXTERIOR PLAT BOUNDARY

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., 1823.71 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.

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.

02.14.25 PARKLAND DEDICATION SUMMARY – FINAL PLAT SOUTH MOSCOW BUSINESS PARK

	SQUARE FEET	ACRES	PARKLAND DEDICATION SQUARE FEET	PARKLAND DEDICATION ACRES
TOTAL NET DEVELOPABLE AREA (LOTS):	1,030,942	23.67		
MOTOR BUSINESS ZONING @ 9%:			92,785	2.13
TRACT 2 PARKLAND DEDICATION (MINUS RETENTION POND):			79,910	1.83
REMAINING PARKLAND DEDICATION REQUIRED:			12,875	0.30
IN LIEU FEE (0.3 ACRES X \$13,500):				\$4,050.00

© 2025, Cuddy & Associates

RECORDER'S CERTIFICATE

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

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

SURVEYOR'S CERTIFICATE

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

BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



Cuddy & Associates, Inc.
Licensed Surveyors

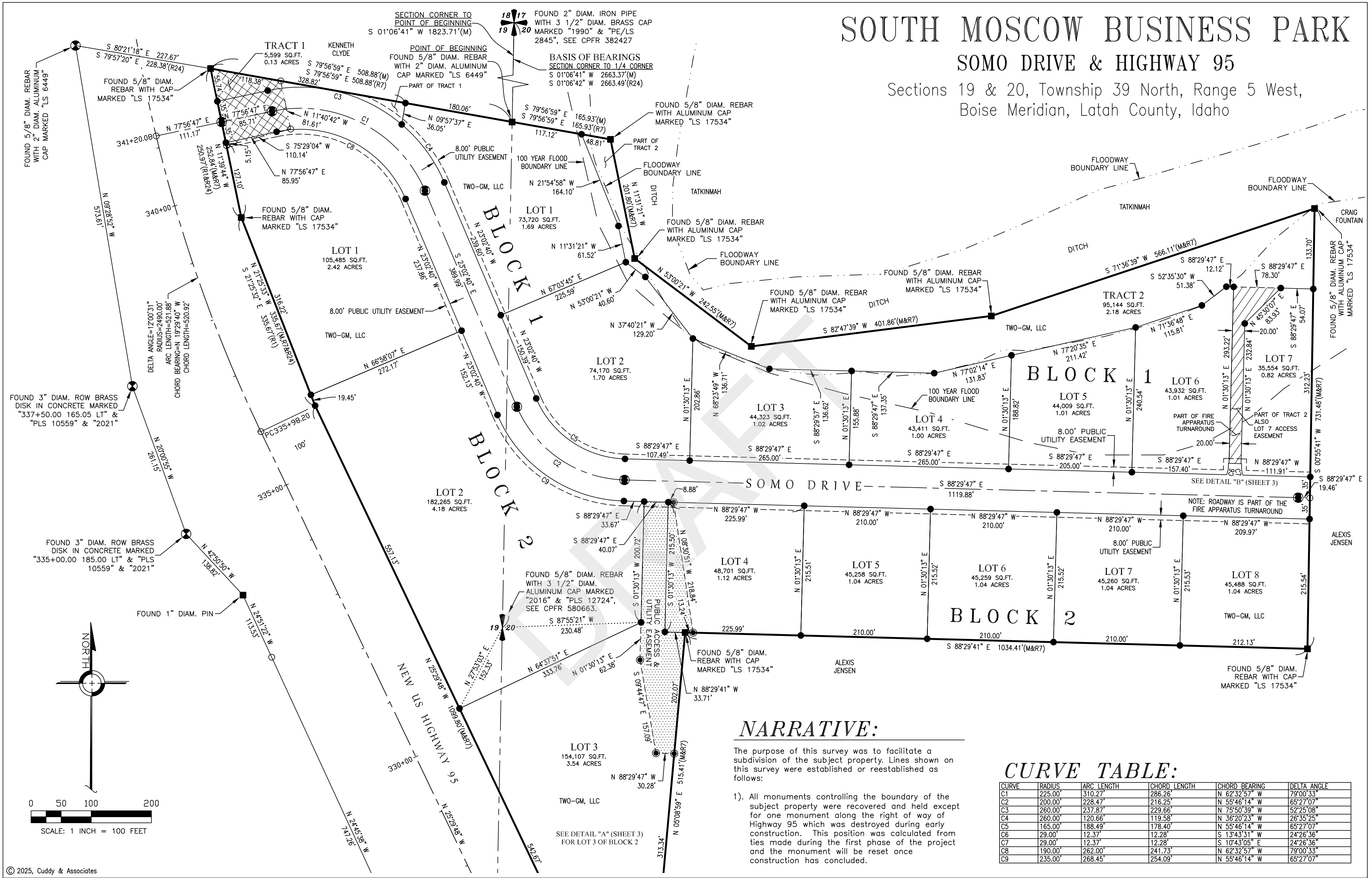
13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 1 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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



RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH

FILED FOR RECORD AT _____ M.
AT THE REQUEST OF _____

COUNTY RECORDER
DEPUTY

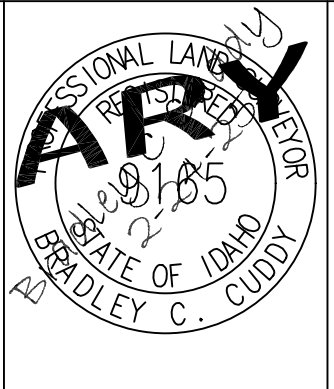
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

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

PRELIMINARY

BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



NOTES:

- The Basis of Bearings for this survey is S01°06'34"W along the East line of Section 19 between the monuments found at the Northeast section corner and the East 1/4 section corner, as shown hereon.
- This survey was performed using a Carlson BRX-7 with a Topcon FC-5000 data collector, and a Sokkia SX-105T total station with a Topcon FC-5000 data collector.
- This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

C UDDY & ASSOCIATES, Inc.
Licensed Surveyors

13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0
SURVEY COMPLETED: 1/29/2025
FILE LAST MODIFIED: 2/24/2025
FILE NAME: ANACLINE 8.0.dwg

DRAWN BY: JPF
CHECKED BY: BCC
SHEET: 2 OF 4

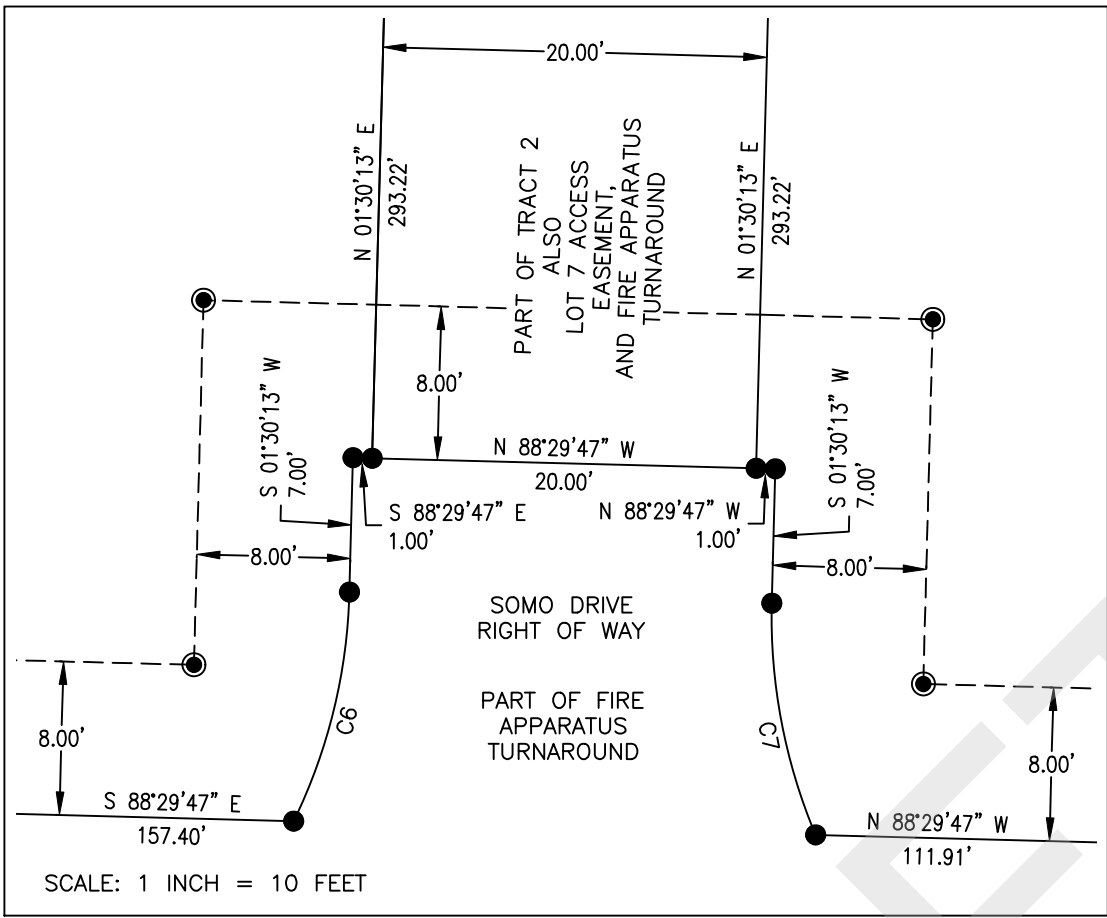
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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

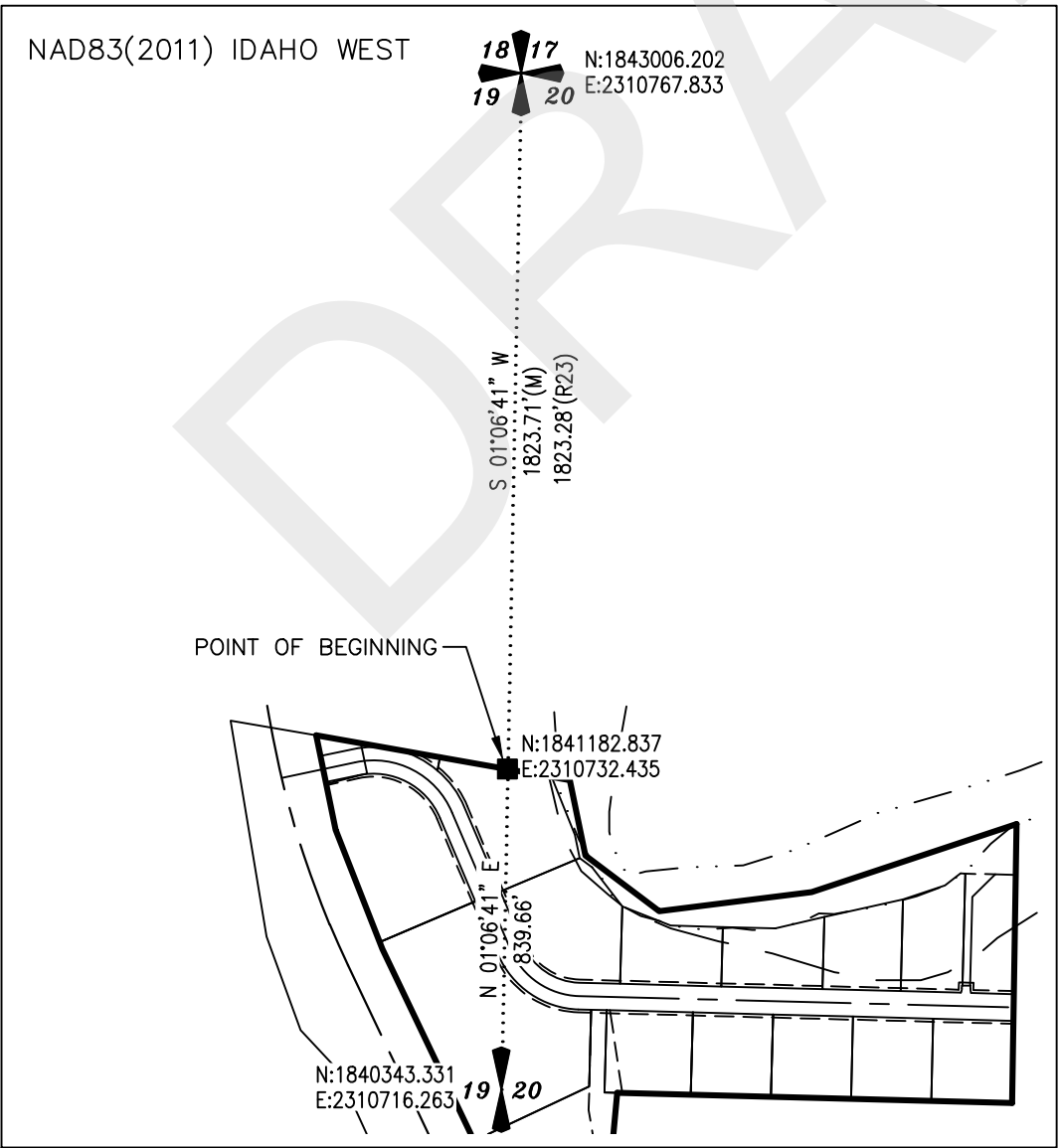
DETAIL "B"



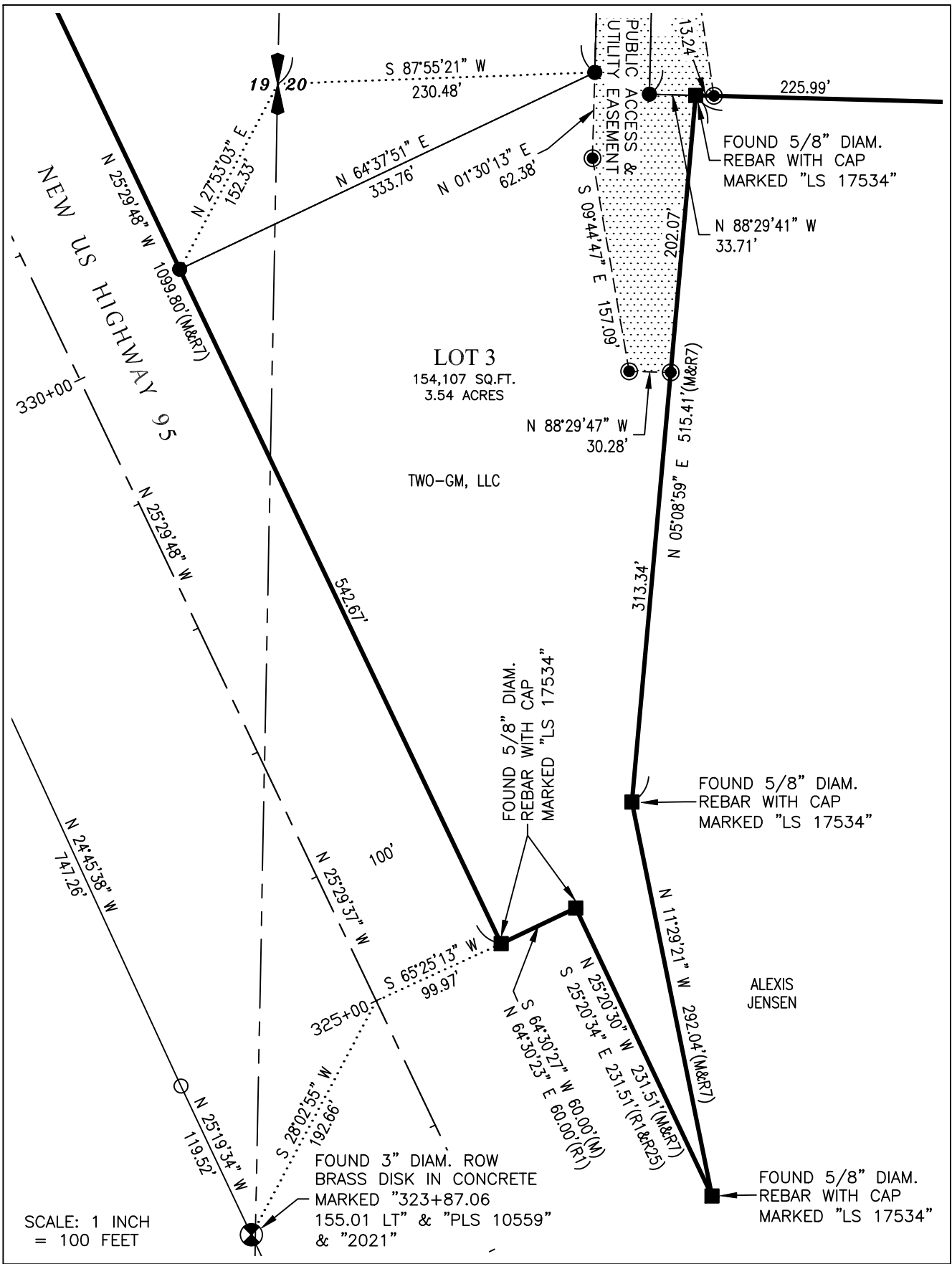
REFERENCES:

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

POINT OF BEGINNING TIES



DETAIL "A"



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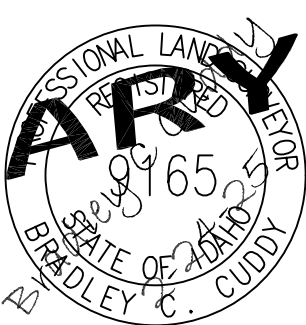
RECORDER'S CERTIFICATE

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

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

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY
PRELIMINARY
BRADLEY C. CUDDY, PLS 9165 2-24-25
DATE





Cuddy & Associates, Inc.
Licensed Surveyors

13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 3 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

SOUTH MOSCOW BUSINESS PARK
SOMO DRIVE & HIGHWAY 95

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

LATAH COUNTY SURVEYOR

THIS PLAT HAS BEEN CHECKED AND MEETS THE REQUIREMENTS
OF TITLE 50, CHAPTER 13, IDAHO CODE. EXAMINED AND
APPROVED BY THE LATAH COUNTY SURVEYOR THIS _____ DAY
OF _____, 20_____.

LATAH COUNTY SURVEYOR DATE

CITY OF MOSCOW ENGINEER

EXAMINED AND APPROVED BY THE CITY OF MOSCOW ENGINEER
THIS _____ DAY OF _____, 20_____.

ENGINEER, CITY OF MOSCOW, IDAHO DATE

PUBLIC HEALTH-IDAHO NORTH CENTRAL 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.

ENVIRONMENTAL HEALTH SPECIALIST DATE
PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

LATAH COUNTY TREASURER

I HEREBY CERTIFY THAT TAXES AND ASSESSMENTS FOR THE
PROPERTY SHOWN HEREON HAVE BEEN PAID FOR THE YEAR
_____. AND PRECEDING YEARS. AS OF THIS _____DAY OF
_____, 20_____.

LATAH COUNTY TREASURER DATE

CITY OF MOSCOW PLANNING & ZONING

APPROVAL OF THIS PLAT BY THE CITY OF MOSCOW CERTIFIES
AGREEMENT TO ALLOW CONNECTION OF THE ABOVE DESCRIBED
PROPERTY TO THE MUNICIPAL WATER SYSTEM AND SATISFIES
SECTION 50-1334, IDAHO CODE.

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW
PLANNING AND ZONING COMMISSION AT A REGUALR MEETING
WITH A QUORUM PRESENT THIS _____ DAY OF
_____, 20_____.

CHAIRPERSON, PLANNING & ZONING COMMISSION DATE

MOSCOW CITY COUNCIL

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW CITY
COUNCIL AT A REGULAR MEETING WITH A QUORUM PRESENT
THIS _____ DAY OF _____, 20_____.
DEDICATION OF ALL PUBLIC STREETS, EASEMENTS, AND
PARKLAND DESCRIBED ON THIS PLAT IS HEREBY ACCEPTED IN
ACCORDANCE WITH SECTION 50-1313, IDAHO CODE.

MAYOR, CITY OF MOSCOW DATE

MOSCOW CITY CLERK DATE

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE
OFFICE OF THE RECORDER OF LATAH COUNTY, IDAHO AT THE REQUEST
OF _____ THIS _____ DAY
OF _____, 20____, AT ____O'CLOCK ____M., AND
DULY RECORDED AS INSTRUMENT NUMBER _____.

RECORDER, LATAH COUNTY, IDAHO DATE

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, THAT TWO-GM, L.L.C., IS
THE OWNER OF THE LAND AND PREMISES HEREON DESCRIBED, AND
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 "SOUTH MOSCOW BUSINESS PARK". THE
UNDERSIGNED DOES HEREWITH DECLARE HIS INTENTION TO DEDICATE
FOR PUBLIC USE THE RIGHTS OF WAY, THE PUBLIC UTILITY
EASEMENTS, AND OTHER PUBLIC EASEMENTS SHOWN HEREON. THE
UNDERSIGNED CERTIFIES THAT ALL LOTS WITHIN THIS PLAT WILL BE
ELIGIBLE TO RECEIVE WATER SERVICES 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 UNDERSIGNED DOES
HEREWITH DEDICATE TO THE PUBLIC TRACT 1 AND TRACT 2 FOR
DRAINAGE AND DETENTION POND PURPOSES.

IN WITNESS THEREOF, THE UNDERSIGNED HAS SET HIS HAND.

FRANK MOTLEY (MANAGING MEMBER) DATE

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF LATAH

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FRANK
MOTLEY, KNOWN OR IDENTIFIED BY ME TO BE THE PERSONS WHO EXECUTED
THE FOREGOING OWNERS CERTIFICATE, A FREE AND VOLUNTARY ACT.

IN WITNESS THEREOF, THIS_____DAY OF_____20_____,
I SET MY HAND AND AFFIX MY SEAL.

NOTARY PUBLIC, IN AND FOR THE SAID STATE

RESIDING AT

MY COMMISSION EXPIRES

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH }
FILED FOR RECORD _____AT____:____M.
AT THE REQUEST OF _____

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

SURVEYOR'S CERTIFICATE

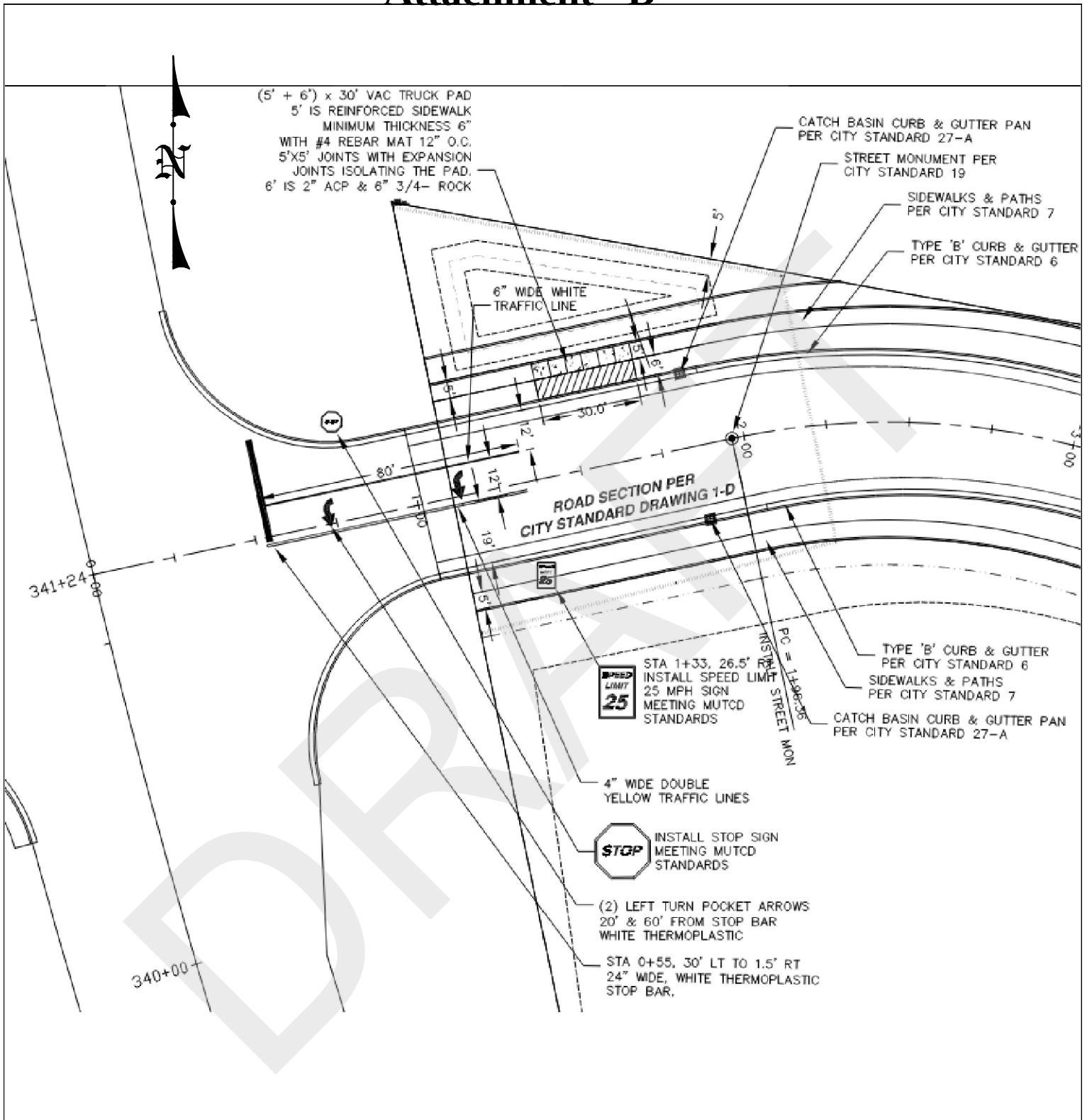
BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY
PRELIMINARY
Bradley C. Cuddy
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



DOCUMENTS PREPARED WITH THIS SURVEY

13950 Highway 12 Orofino, ID 83544	
(208)-476-4643 bradcuddy@cebridge.net	
PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 4 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

Attachment "B"



CITY OF MOSCOW ENGINEERING DEPARTMENT MOSCOW, IDAHO	SCALE: NTS	EXHIBIT "B"				
	DATE: APRIL 24, 2025		DATE	DRAWN BY:		CHK'D. BY:
	DRAWN BY: B.BUVEL					
	CHK'D. BY:					
	SOMO Highway Approach Exhibit.dwg					

[illegible]

DATE	DRAWN BY:		CHK'D BY:

Page 84

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

SOMO Addition Final Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

On October 7, 2024, Moscow City Council approved the annexation, Comprehensive Plan land use designation, and zoning designation of a 51.33-acre area. Also included in the proposal was a preliminary subdivision plat of a 29.46-acre area to create 15 lots ranging from 0.82 to 4.18 acres in size, referred to as the SOMO Addition, which was approved by the Council with two conditions. On January 21, 2025 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 plat at their regular meeting on March 28, 2025 and recommended approval to City Council. Since one of the preliminary plat conditions pertaining to access approval from Idaho Transportation Department is still not complete, staff is recommending that this condition be carried over to the final plat.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the SOMO Addition Final Plat with the condition recommended by staff; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the SOMO Addition Final Plat with the condition that 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.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

Memo

To: City Council
From: Mike Ray, AICP - Planning Manager
Date: April 8, 2025
Re: SOMO Addition Final Plat Review

The Planning & Zoning Commission conducted a public hearing on May 24, 2023 to consider the request of TWO-GM, LLC for the annexation, Comprehensive Plan land use designation, and zoning designation of a 51.33- acre area. Also included in the proposal was a preliminary subdivision 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. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the Comprehensive Plan land use designation and zoning designation with no conditions and recommended approval of the preliminary subdivision plat with the following two 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.

City Council then conducted a public hearing on October 7, 2024 and approved the annexation, Comprehensive Plan land use designation, zoning designation, and SOMO Addition preliminary plat with the same two conditions recommended by the Planning and Zoning Commission.

On January 21, 2025 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 plat at their regular meeting on March 28, 2025 and recommended approval to City Council. Staff has reviewed the final plat for conformance with City and State Code requirements and found it to be in conformance. However, one of the preliminary plat conditions pertaining to access approval from Idaho Transportation Department is still not complete, therefore, staff is recommending that this condition be carried over to the final plat approval.


**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		01/21/2025	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$492.00 plus \$29.50/lot	1/21 ✓
Receipt Number		LUP2025-0002	

APPLICATION FOR FINAL SUBDIVISION PLAT

(Please type or print plainly with blue ink.)

APPLICANT:

Name: TWO-GM, LLC _____ Phone: 509-432-6533 _____

Address: 6901 Sr270 , PULLMAN, WA 99163 _____ Email: j@motleymotley.com

OWNER: (if other than applicant)

Name: _____ Phone: _____

Address: _____ Email: _____

ENGINEER/SURVEYOR:

Name: ANACLIN ENGINEERING/RYAN FISKE _____ Phone: 208-791-8055 _____

Address: LEWISTON IDAHO _____ Email: anacline@aol.com

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


☒

Owner

☐
PROPERTY:

- Proposed Subdivision Name: SOUTH MOSCOW BUSINESS PARK "SOMO" _____
- Address(es) or Parcel Number(s): LOTS 1-7, BLOCK 1, LOTS 1-8 BLOCK 2
- 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/or other public lands:
26.57 acres, and/or _____ square feet.
- Total number of lots: 15 _____ Average lot size: 1.77 _____

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 the 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 owner(s)'s signatures upon the certificate shall be

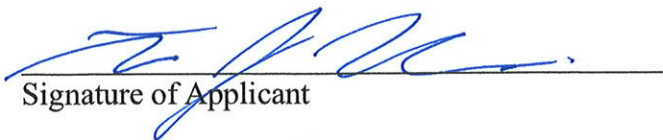
notarized upon the plat by an officer duly authorized to take acknowledgements. If the property is being mortgaged, the signature of the mortgagee's representative is also required.

- ____ 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 them or under their 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, of the Idaho Code, and with the requirements of Moscow City Code Title 5, Chapter 1.
- ____ 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 of the 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.

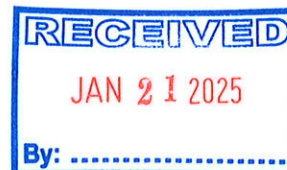
I understand this information is a public record and may be posted to a public website. I declare and certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct and that I have legal authority to submit this Application.


Signature of Applicant

1/20/2025.
Date


Signature of Property Owner (if different)

1/20/2025.
Date



CONTACT INFORMATION

OWNER – DEVELOPER
NAME: TWO-GM, LLC,
CONTACT: FRANK MOTLEY
ADDRESS: 6901 SR 270
CITY: PULLMAN, WA 99163
TELEPHONE: (509) 432 6553
EMAIL: j@motleymotley.com

PROFESSIONAL LAND SURVEYOR
NAME: CUDDY & ASSOCIATES, INC.
CONTACT: BRAD CUDDY, PLS
ADDRESS: 13950 HIGHWAY 12
CITY: OROFINO, ID 83544
PHONE: (208) 790-2672
EMAIL: bradcuddy@cebridge.net

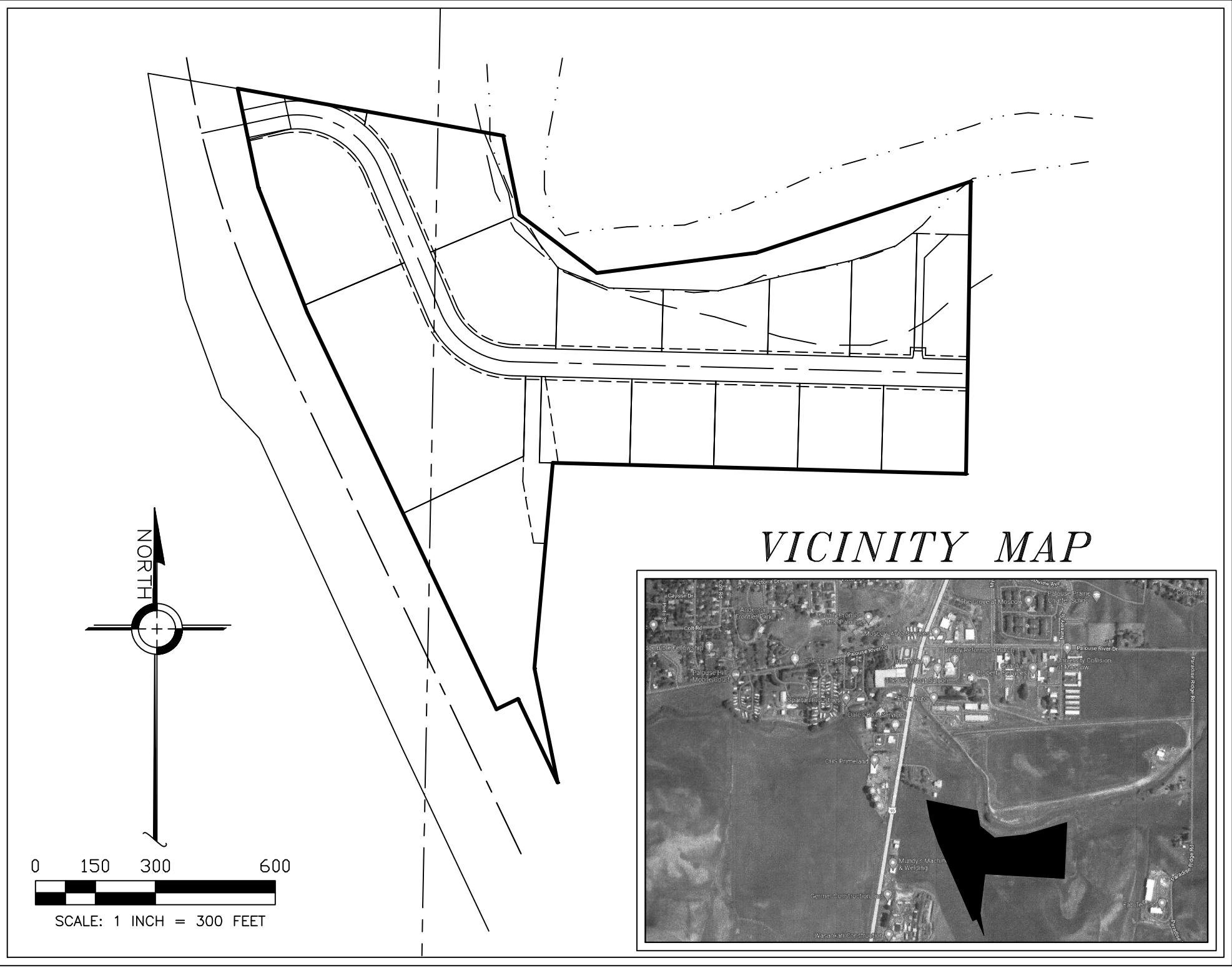
PROFESSIONAL ENGINEER
NAME: ANACLINE ENGINEERING
CONTACT: C. RYAN FISKE, P.E.
ADDRESS: 4025 EAGLE CT.,
CITY: LEWISTON, ID 83501
PHONE: (208) 791-8055
EMAIL: anacline@aol.com

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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

SITE OVERVIEW



VICINITY MAP

SHEET INDEX

- SHEET 1 – OVERVIEW, CONTACT INFORMATION, LEGEND,
LEGAL DESCRIPTION, PLAT INFORMATION,
VICINITY MAP
SHEET 2 – PLAT MAP, NARRATIVE, CURVE TABLE
SHEET 3 – DETAILS, POINT OF BEGINNING TIES,
REFERENCES
SHEET 4 – APPROVALS, OWNERS CERTIFICATE

PLAT INFORMATION

1. AVERAGE LOT SIZE: 1.73 ACRES
2. FLOOD PLAIN ZONE: N/A ELEVATING
3. CENTERLINE MONUMENTS AND MONUMENTS FOR INTERIOR LOT CORNERS WILL BE SET POST CONSTRUCTION AND BY NOVEMBER 30, 2025.
4. THE EAST 1/4 CORNER OF SECTION 19 WILL BE REPLACED OR REFERENCE MONUMENTS WILL BE SET IF IT IS DESTROYED DURING CONSTRUCTION.
5. GROSS AREA OF ALL LAND INVOLVED: 29.46 ACRES.
6. TOTAL NET AREA OF LAND AREA, EXCLUSIVE OF PROPOSED OR EXISTING PUBLIC STREET AND/OR OTHER PUBLIC LANDS: 23.64 ACRES.

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

LEGEND:

Found as noted.	Description	Set as noted.
	Section corner	
	1/4 section corner	
	Right of way monument as noted	
	Set centerline monument	
	Rebar – found	
	Rebar – set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"	
	Set 5/8" diameter, 30" long rebar with 2" diameter aluminum cap stamped "PLS 9165" & "ESMT"	
	Calculated point. Nothing found or set this survey.	
	Diameter	
	Corner Perpetuation and Filing Record (w/ instrument #)	
	Measured	
	Reference R1	
	Section line/Section subdivision line	
	Boundary of subject property	
	Floodway boundary	
	100 year flood boundary	
	Easement as noted	
	Tie line	
	Lot 7 (block 1) access easement, and fire apparatus turnaround	
	Existing permanent easement for approach construction per R1	
	Public access and utility easement	

DESCRIPTION OF EXTERIOR PLAT BOUNDARY

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., 1823.71 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.

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.

02.14.25 PARKLAND DEDICATION SUMMARY – FINAL PLAT SOUTH MOSCOW BUSINESS PARK				
	SQUARE FEET	ACRES	PARKLAND DEDICATION SQUARE FEET	PARKLAND DEDICATION ACRES
TOTAL NET DEVELOPABLE AREA (LOTS):	1,030,942	23.67		
MOTOR BUSINESS ZONING @ 9%:			92,785	2.13
TRACT 2 PARKLAND DEDICATION (MINUS RETENTION POND):			79,910	1.83
REMAINING PARKLAND DEDICATION REQUIRED:			12,875	0.30
IN LIEU FEE (0.3 ACRES X \$13,500):				\$4,050.00

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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
DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF FRANK MOTLEY
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



Cuddy & Associates, Inc.
Licensed Surveyors

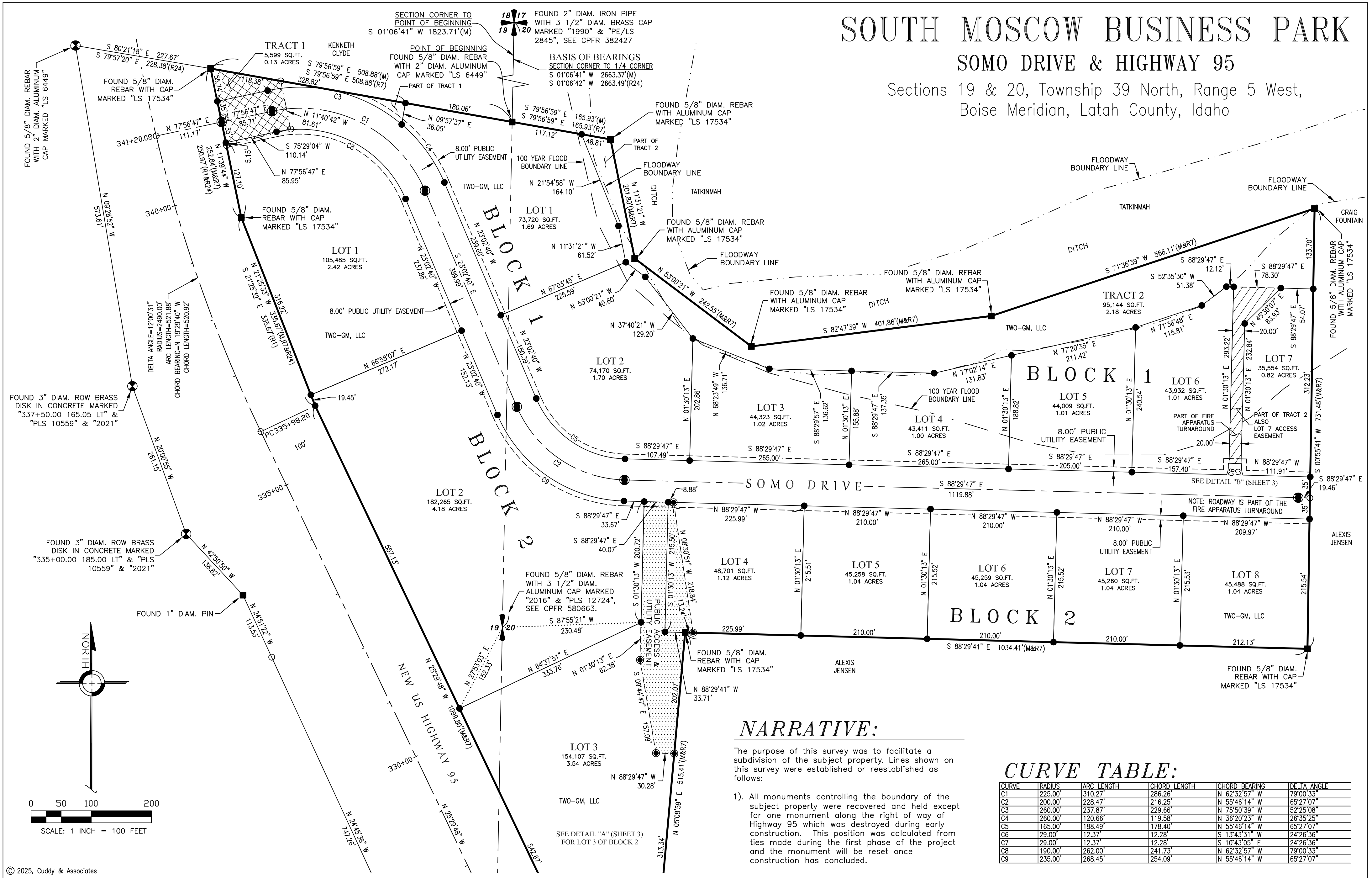
13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 1 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

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



NARRATIVE:

The purpose of this survey was to facilitate a subdivision of the subject property. Lines shown on this survey were established or reestablished as follows:

- 1). All monuments controlling the boundary of the subject property were recovered and held except for one monument along the right of way of Highway 95 which was destroyed during early construction. This position was calculated from ties made during the first phase of the project and the monument will be reset once construction has concluded.

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	225.00'	310.27'	286.26'	N 62°32'57" W	79°00'33"
C2	200.00'	228.47'	216.25'	N 55°46'14" W	65°27'07"
C3	260.00'	237.87'	229.66'	N 75°50'39" W	52°25'08"
C4	260.00'	120.66'	119.58'	N 36°20'23" W	26°35'25"
C5	165.00'	188.49'	178.40'	N 55°46'14" W	65°27'07"
C6	29.00'	12.37'	12.28'	S 13°43'31" W	24°28'36"
C7	29.00'	12.37'	12.28'	S 10°43'05" E	24°28'36"
C8	190.00'	262.00'	241.73'	N 62°32'57" W	79°00'33"
C9	235.00'	268.45'	254.09'	N 55°46'14" W	65°27'07"

NOTES:

- 1). The Basis of Bearings for this survey is S01°06'34"W along the East line of Section 19 between the monuments found at the Northeast section corner and the East 1/4 section corner, as shown hereon.
- 2). This survey was performed using a Carlson BRX-7 with a Topcon FC-5000 data collector, and a Sokkia SX-105T total station with a Topcon FC-5000 data collector.
- 3). This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- 4). No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH

FILED FOR RECORD AT _____ M.
AT THE REQUEST OF _____

COUNTY RECORDER
DEPUTY

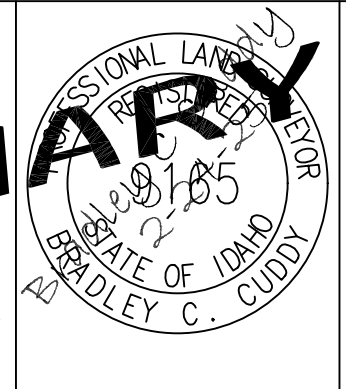
FEES \$ _____
INSTRUMENT NUMBER: _____

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PRELIMINARY

BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



C UDDY & ASSOCIATES, Inc.
Licensed Surveyors

13950 Highway 12
Orofino, ID 83544
(208)-476-4643
bradcuddy@cebridge.net

PROJECT: Anacline 8.0
SURVEY COMPLETED: 1/29/2025
FILE LAST MODIFIED: 2/24/2025
FILE NAME: ANACLINE 8.0.dwg

DRAWN BY: JPF
CHECKED BY: BCC
SHEET: 2 OF 4

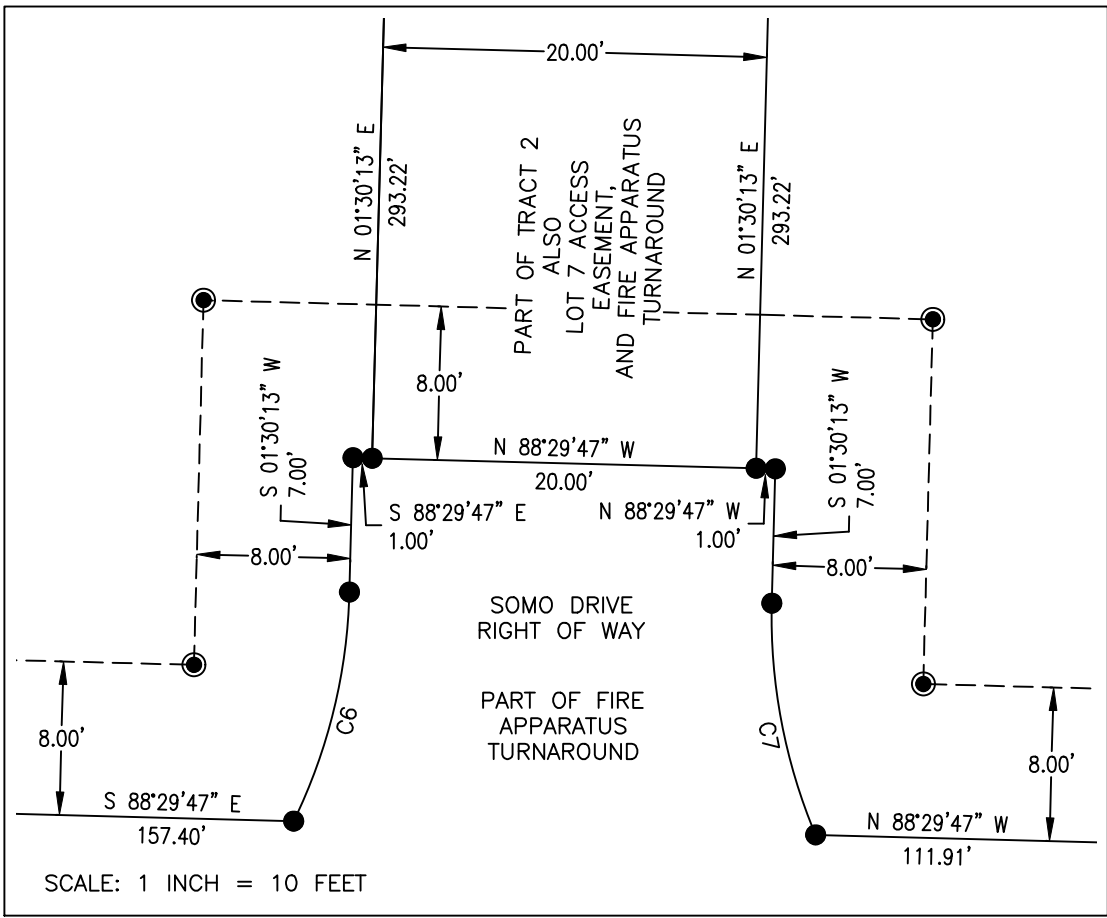
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.

SOUTH MOSCOW BUSINESS PARK

SOMO DRIVE & HIGHWAY 95

Sections 19 & 20, Township 39 North, Range 5 West,
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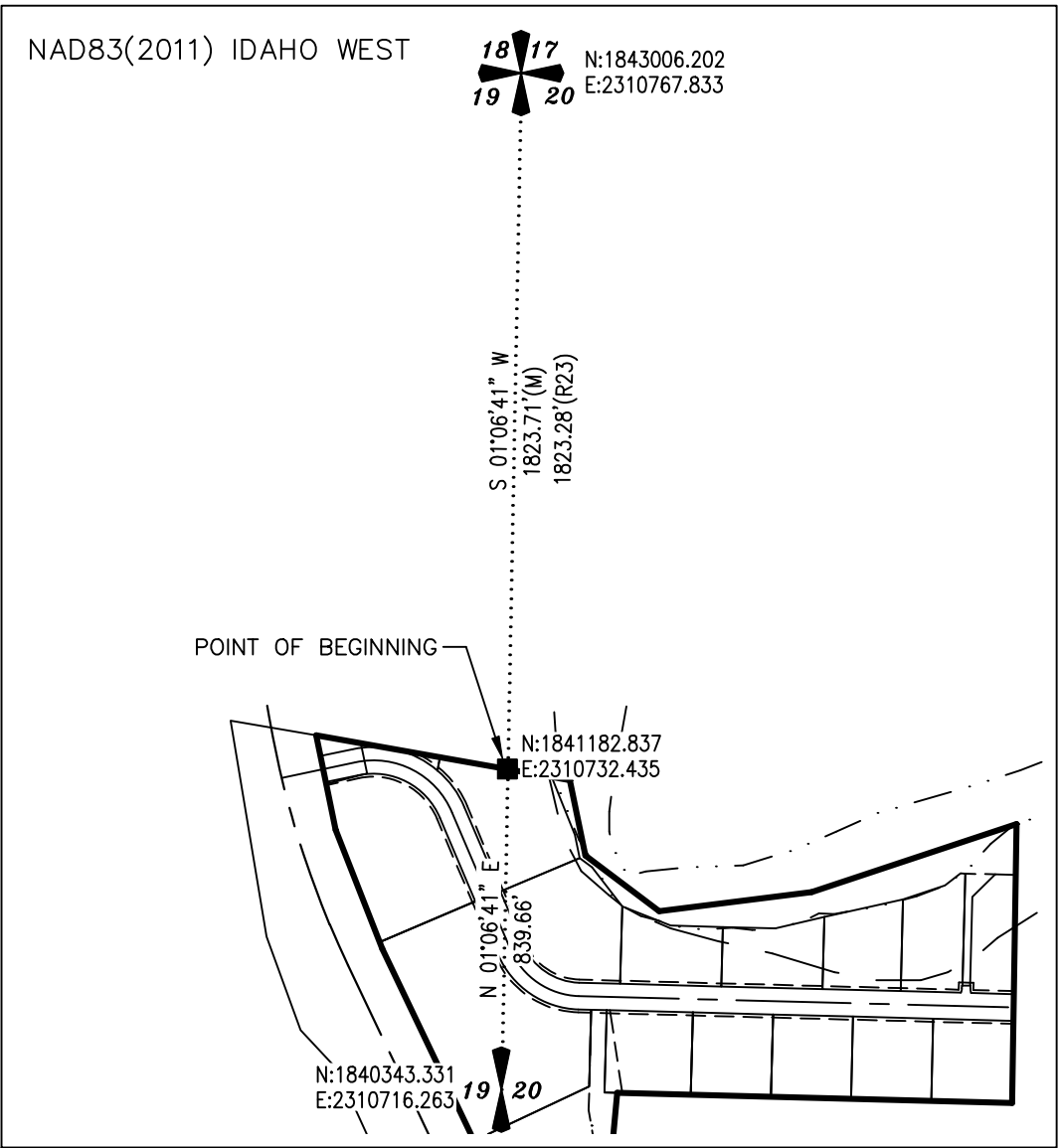
DETAIL "B"



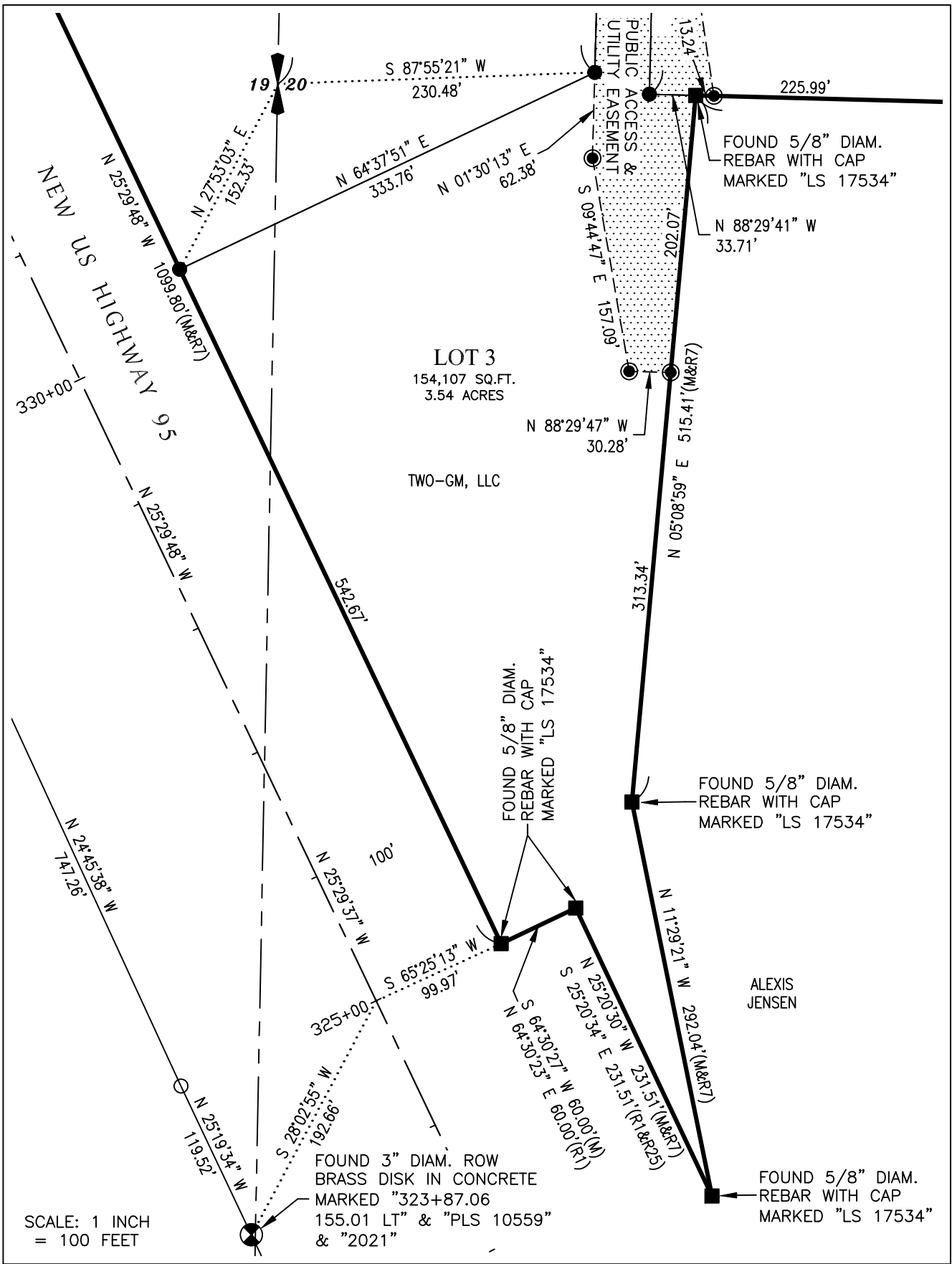
REFERENCES:

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

POINT OF BEGINNING TIES



DETAIL "A"



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RECORDER'S CERTIFICATE

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

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

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF FRANK MOTLEY
PRELIMINARY
BRADLEY C. CUDDY, PLS 9165 2-24-25
DATE



CUDDY &
ASSOCIATES, Inc.
Licensed Surveyors

13950 Highway 12
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SOUTH MOSCOW BUSINESS PARK
SOMO DRIVE & HIGHWAY 95

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

LATAH COUNTY SURVEYOR

THIS PLAT HAS BEEN CHECKED AND MEETS THE REQUIREMENTS
OF TITLE 50, CHAPTER 13, IDAHO CODE. EXAMINED AND
APPROVED BY THE LATAH COUNTY SURVEYOR THIS _____ DAY
OF _____, 20_____.

LATAH COUNTY SURVEYOR DATE

CITY OF MOSCOW ENGINEER

EXAMINED AND APPROVED BY THE CITY OF MOSCOW ENGINEER
THIS _____ DAY OF _____, 20_____.

ENGINEER, CITY OF MOSCOW, IDAHO DATE

PUBLIC HEALTH-IDAHO NORTH CENTRAL 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.

ENVIRONMENTAL HEALTH SPECIALIST DATE
PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

LATAH COUNTY TREASURER

I HEREBY CERTIFY THAT TAXES AND ASSESSMENTS FOR THE
PROPERTY SHOWN HEREON HAVE BEEN PAID FOR THE YEAR
_____. AND PRECEDING YEARS. AS OF THIS _____DAY OF
_____, 20_____.

LATAH COUNTY TREASURER DATE

CITY OF MOSCOW PLANNING & ZONING

APPROVAL OF THIS PLAT BY THE CITY OF MOSCOW CERTIFIES
AGREEMENT TO ALLOW CONNECTION OF THE ABOVE DESCRIBED
PROPERTY TO THE MUNICIPAL WATER SYSTEM AND SATISFIES
SECTION 50-1334, IDAHO CODE.

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW
PLANNING AND ZONING COMMISSION AT A REGUALR MEETING
WITH A QUORUM PRESENT THIS _____ DAY OF
_____, 20_____.

CHAIRPERSON, PLANNING & ZONING COMMISSION DATE

MOSCOW CITY COUNCIL

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW CITY
COUNCIL AT A REGULAR MEETING WITH A QUORUM PRESENT
THIS _____ DAY OF _____, 20_____.
DEDICATION OF ALL PUBLIC STREETS, EASEMENTS, AND
PARKLAND DESCRIBED ON THIS PLAT IS HEREBY ACCEPTED IN
ACCORDANCE WITH SECTION 50-1313, IDAHO CODE.

MAYOR, CITY OF MOSCOW DATE

MOSCOW CITY CLERK DATE

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE
OFFICE OF THE RECORDER OF LATAH COUNTY, IDAHO AT THE REQUEST
OF _____ THIS _____ DAY
OF _____, 20____, AT ____O'CLOCK ____M., AND
DULY RECORDED AS INSTRUMENT NUMBER _____.

RECORDER, LATAH COUNTY, IDAHO DATE

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, THAT TWO-GM, L.L.C., IS
THE OWNER OF THE LAND AND PREMISES HEREON DESCRIBED, AND
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 "SOUTH MOSCOW BUSINESS PARK". THE
UNDERSIGNED DOES HEREWITH DECLARE HIS INTENTION TO DEDICATE
FOR PUBLIC USE THE RIGHTS OF WAY, THE PUBLIC UTILITY
EASEMENTS, AND OTHER PUBLIC EASEMENTS SHOWN HEREON. THE
UNDERSIGNED CERTIFIES THAT ALL LOTS WITHIN THIS PLAT WILL BE
ELIGIBLE TO RECEIVE WATER SERVICES 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 UNDERSIGNED DOES
HEREWITH DEDICATE TO THE PUBLIC TRACT 1 AND TRACT 2 FOR
DRAINAGE AND DETENTION POND PURPOSES.

IN WITNESS THEREOF, THE UNDERSIGNED HAS SET HIS HAND.

FRANK MOTLEY (MANAGING MEMBER) DATE

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF LATAH

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FRANK
MOTLEY, KNOWN OR IDENTIFIED BY ME TO BE THE PERSONS WHO EXECUTED
THE FOREGOING OWNERS CERTIFICATE, A FREE AND VOLUNTARY ACT.

IN WITNESS THEREOF, THIS_____DAY OF_____20_____

I SET MY HAND AND AFFIX MY SEAL.

NOTARY PUBLIC, IN AND FOR THE SAID STATE

RESIDING AT

MY COMMISSION EXPIRES

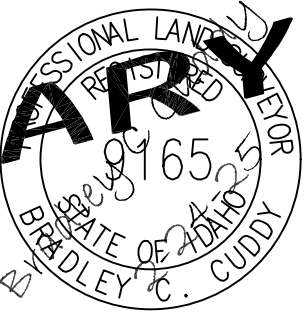
RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF LATAH
FILED FOR RECORD _____AT____:_____M.
AT THE REQUEST OF _____

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

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY
DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY
HEREON SHOWN IS ACCURATE AND CORRECT AND WAS
COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE
BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST
OF FRANK MOTLEY
PRELIMINARY
Bradley C. Cuddy
BRADLEY C. CUDDY, PLS 9165
DATE 2-24-25



DOCUMENTS PREPARED WITH THIS SURVEY

13950 Highway 12 Orofino, ID 83544	
(208)-476-4643 bradcuddy@cebridge.net	
PROJECT: Anacline 8.0	DRAWN BY: JPF
SURVEY COMPLETED: 1/29/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 2/24/2025	SHEET: 4 OF 4
FILE NAME: ANACLINE 8.0.dwg	
LOCATION: S.19&20, T.39N., R.5W., B.M., Latah Co., ID.	

3/5/2025

Attendees

dschott (dschott@ci.moscow.id.us)
dellinwood (dellinwood@ci.moscow.id.us)
bbuvel (bbuvel@ci.moscow.id.us)
JFleischman (jfleischman@ci.moscow.id.us)

Documents

Application Materials.3.pdf

Record

	Message	Date	Time	Document	Page Label
1	 JFleischman: Joined Session	2/25/2025	4:49 PM		
2	 JFleischman: Added 'Application Materials.3.pdf'	2/25/2025	4:49 PM	Application Materials.3.pdf	
3	 JFleischman: Left Session	2/25/2025	4:50 PM		
4	 JFleischman: Joined Session	2/27/2025	1:34 PM		
5	 JFleischman: Left Session	2/27/2025	1:35 PM		
6	 JFleischman: Joined Session	3/3/2025	1:17 PM		
7	 JFleischman: Left Session	3/3/2025	1:18 PM		
8	 dellinwood: Joined Session	3/3/2025	2:15 PM		
9	 dellinwood: Left Session	3/3/2025	2:17 PM		
10	 JFleischman: Session Expired	3/4/2025	4:04 PM		
11	 JFleischman: Joined Session	3/4/2025	4:28 PM		
12	 JFleischman: Session Reopened	3/4/2025	4:28 PM		
13	 JFleischman: Left Session	3/4/2025	4:28 PM		
14	 dschott: Joined Session	3/5/2025	7:55 AM		
15	 dschott: Set status to Finished	3/5/2025	7:56 AM		
16	 dschott: Left Session	3/5/2025	7:56 AM		
17	 bbuvel: Joined Session	3/5/2025	2:33 PM		
18	 JFleischman: Joined Session	3/5/2025	3:48 PM		



Review Status

LUP2025-0002

Type: SUBDIVISION FINAL
Address: 99999 no Address Street, MOSCOW
Parcel: RPM999999
Contact: 2-GM, LLC

PERMIT STATUS: APPLIED

Applied: 01/21/2025
Issued:
Expires:
Final:

0100 - Permit Coordinator Review Complete? YES

02/21/2025	Action:	CORRECTION REQUIRED	By:	JFLEISCHMAN	Original Due Date:	02/21/2025	Minutes:	15
03/05/2025	Action:	REVIEW APPROVED	By:	JFLEISCHMAN	Original Due Date:	03/05/2025	Minutes:	15
Total Time:								30

1200 - Fire Department Review Review Complete? YES

02/19/2025	Action:	CORRECTION REQUIRED	By:	DELLINWOOD	Original Due Date:	02/21/2025	Minutes:	15
		<i>comment on plan</i>						
03/03/2025	Action:	REVIEW APPROVED	By:	DELLINWOOD	Original Due Date:	03/04/2025	Minutes:	15
Total Time:								30

1300 - Planning Review Review Complete? YES

02/14/2025	Action:	REVIEW APPROVED	By:	MRAY	Original Due Date:	02/21/2025	Minutes:	15
Total Time:								15

1510 - Engineering Review 2 Review Complete? YES

02/21/2025	Action:	CORRECTION REQUIRED	By:	BBUVEL	Original Due Date:	02/21/2025	Minutes:	15
		<i>See comments on plat review.</i>						
03/05/2025	Action:	REVIEW APPROVED	By:	BBUVEL	Original Due Date:	03/05/2025	Minutes:	15
Total Time:								30

1520 - Engineering Review 3 Review Complete? YES

02/20/2025	Action:	REVIEW APPROVED	By:	EPETERSON	Original Due Date:	02/21/2025	Minutes:	15
							Total Time:	15
2000 - Parks Review							Review Complete?	YES
02/14/2025	Action:	CORRECTION REQUIRED	By:	DSCHOTT	Original Due Date:	02/21/2025	Minutes:	15
<i>Please add the landscaping and parkland dedication language as indicated on the plan set.</i>								
03/05/2025	Action:	REVIEW APPROVED	By:	DSCHOTT	Original Due Date:	03/05/2025	Minutes:	15
<i>No comment.</i>								
							Total Time:	30
2500 - Addressing							Review Complete?	YES
02/21/2025	Action:	REVIEW APPROVED	By:	MJANKOVIC	Original Due Date:	02/21/2025	Minutes:	15
<i>Addresses have been issued</i>								
							Total Time:	15
					Total Reviews:	11	Total Time:	165

Moscow City Council



Regular Meeting ~Minutes~

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

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

ABSENT: Drew Davis

STAFF: Bill Belknap, Mia Bautista, David Schott, Mike Ray, Tyler Ochoa, Amanda Argona, Laura Perigo, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Blankenship led the 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 have 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 are 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 providing 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.

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

REGULAR AGENDA

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

Kent Salisbury (Moscow) said he appreciated that the graffiti has been painted over. He does wish it could have been taken care of sooner.

3. Presentation of Mayor's Golf Tournament Proceeds

Argona said the tournament brought in just under \$2,000 and will go to Inland Oasis west side food bank. While ICCU and Mead and Hunt are our largest donors, Latah Credit Union and Corner Club have

consistently contributed to this event. Megan accepted the proceeds and said they are feeding approximately 650 families per month. She thanked the Mayor for the donation.

4. Citizen Commission Report - Parks and Recreation Commission - David Schott / Cat Harner

Schott introduced Harner, chair of the P&R Commission. She provided the purpose of the Commission and a list of the Commission members. The Bee City USA Subcommittee has been very active. Triangle Park was the 2024 pesticide free park. There was an installation of a Peace Pole in the plaza landscape area of the Jim Lyle Rotary Park. Pickleball courts are recommended for inclusion in the Capital Improvement Plan for future courts at Mountain View Park. The Commission is preparing a letter to Mayor and City Council regarding corporate sponsorships for parks capital improvement projects. They conducted the 2024 Parks and Recreation Commission Annual Tour.

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.

Ray introduced the item by providing a description of the area and illustrations of the site including streets, lots, stormwater, and boundaries.

Blankenship said he voted no to the preliminary plat and he has appreciated seeing how the process works and is now supportive of the plat and PUD. He moved to approve the Wildrose Court Addition Final Plat and Final PUD. Parker seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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.

Mayor Bettge opened the public hearing at 7:28 p.m.

Ray introduced the item providing an illustration of the area and described the zoning and comprehensive plan. The area to be annexed is owned by multiple owners and includes the ITD right-of-way for the new highway. The subdivision is proposed with 15 lots ranging from 0.82 to 4.18 acres in size, two stormwater detention tracts and pedestrian connections to the north and south. The parkland requirement is provided on the north side of the subdivision next to the South Fork of the Palouse River. Lewis spoke about her concern of no on-street parking in a motor business area.

Jeff Motley, applicant, said he had the drawings for the new highway when he looked at the property. He feels it will be a nice exposure for motor business. There is a lot of interest and believes the development will do great things for south Moscow. No grading will take place in the flood area. He said he met with Avista shortly after the P&Z meeting and there is ample power coming from the west side of the highway.

Shelley Bennett, Kimley Haygood Company, said the city has needed a business park for years, one that focuses on small businesses.

Mayor Bettge asked for testimony in favor of the application. Hearing none he asked for opposition. Hearing none, he asked for general testimony.

David Hall (rural Moscow) said he is always worried about the declining aquifer. While the city has water now, the Council should be concerned about water usage for all the annexations. He believes the City needs to look at a water budget.

Mayor Bettge closed the public hearing at 7:53 p.m.

Ray said the goal of the council and the city is to transition those historical agricultural and industrial areas south of town. If this subdivision is approved, there are approximately 150 acres of industrial left in the area. Motor Business is similar to Industrial but doesn't allow heavy industrial. It allows the most flexibility while still allowing industrial. Lewis said she wants to meet the immediate needs and likes to hear that there is interest in the lots already. She doesn't want to be in a situation where an industrial

opportunity is missed and then fit where it shouldn't be. Taruscio responded with her experience in economic development, that it is a 5 to 1 ratio needing Motor Business versus Industrial. Industrial zoning is near but the limited factor in her opinion is power if it was developed as heavy industrial. Parker pointed out Schweitzer Engineering Labs is in Motor Business but is more like industrial. She feels this annexation is very logical and likes that Primeland is included.

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: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-18 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, 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.

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

Taruscio 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 2024-19 by title:

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.

Taruscio moved to approve the preliminary plat for SOMO Addition with two (2) conditions 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.

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.

Belknap introduced the item as written above. Having no questions, Lewis moved to approve the proposed Professional Services Agreement with Lombard Conrad Architects Inc. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS 8:08

City Council

1912 Center Development Committee – Kelly said the third floor, bathrooms, walls, HVAC, are all looking good. Fundraising is being put together.

Farmers Market Commission – Parker said the last Saturday of October includes a costume contest at the Farmers Market. They are beginning planning for the 50th anniversary which is 2026.

Human Rights Commission – Blankenship said they debriefed on the Monday event.

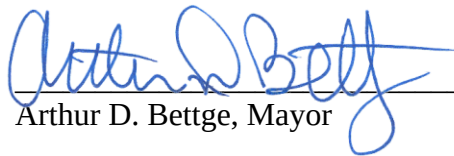
Council members spoke on other meetings and events including the Annual Water Summit.

Mayor

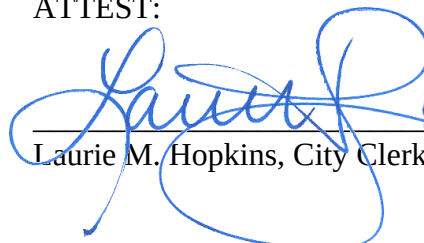
The Mayor went to Washington DC and visited the senators and representatives to thank them for the airport grants and prepared them for alternate water supplies. They lobbied to enhance flights. He met with a Korean economic team; attended the airport board meeting where they are going forward with finding a concessionaire; attended the water summit and a transportation review hosted by Ailene Clegg.

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

Lewis moved, Blankenship seconded to adjourn to executive session per Idaho Code 74-206 (1)(B) and (F) at 8:25 p.m. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.


Arthur D. Bettge, Mayor

ATTEST:


Laurie M. Hopkins, City Clerk



**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
October 7, 2024**

Present: Mayor Bettge, Bryce Blankenship, Sandra Kelly, Hailey Lewis, Julia Parker, Gina Taruscio

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

The executive session was called to order at 8:33 p.m.

- 1st item (74-206(1)(b) & (f)): 8:33 p.m. – 8:52 p.m.
- 2nd Item (74-206(1)(f) - pending litigation): 8:53 p.m. – 9:02 p.m.
- 3rd item (74-206(1)(f) - controversies not yet being litigated but imminently likely to be litigated) 9:02 p.m. – 9:17 p.m.
- 4th Item (74-206(1)(f) - controversies not yet being litigated but imminently likely to be litigated) 9:18 p.m. – 9:22 p.m.

The executive session was adjourned at 9:22 p.m.

**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 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, 2023; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on October 7, 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 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. 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.
4. 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.

5. 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.
6. 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).”
7. The subject property is currently zoned a combination of the Motor Business (MB) and Agriculture Forestry (AF) Zones.
8. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones.
9. 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.
10. 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.
11. 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 AU-C 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 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 City Council 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

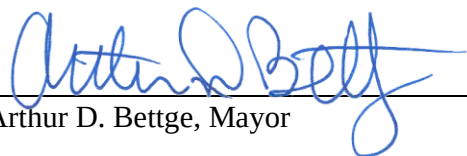
designation exist within the current City Limits boundary to the north, west, and southwest. The adjacent properties to the north, west, and south are primarily commercial.

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 City Council 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 City Council approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 7th day of October, 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 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, 2023; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on October 7, 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 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. 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.
4. 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.

5. 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.
6. 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).”
7. The subject property is currently zoned a combination of the Motor Business (MB) and Agriculture Forestry (AF) Zones.
8. Surrounding properties are within the Agriculture/Forestry (AF), Industrial (I), and Motor Business (MB) Zones.
9. 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.
10. 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.”
11. 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.
12. 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.
13. 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.
14. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the Council 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

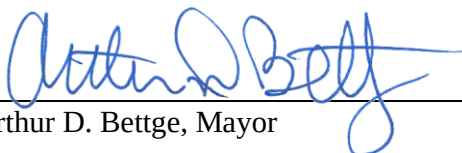
II. RELEVANT CRITERIA AND STANDARDS

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 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 City Council of the City of Moscow approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 7th day of October, 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 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, 2023; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on October 7, 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 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

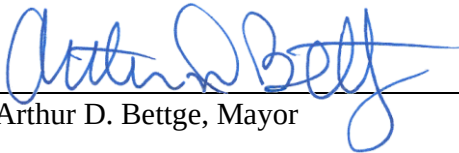
1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Motor Business (MB) Zoning District, including lot area, dimensions and other relevant provisions. 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 City Council of the City of Moscow approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 7th day of October, 2024.



Arthur D. Bettge, Mayor

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

Moscow Chamber of Commerce Visitor and Tourism Services Agreement Renewal (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow has financially supported the visitor and tourism activities of the Moscow Chamber of Commerce and Visitor Center for many years. In review of this arrangement, in 2022, Staff identified the need to have a services agreement to document the specific services that the Chamber provides in exchange for the funding provided by the City. The agreement was approved in November 2022 and will expire in November of this year. Staff have prepared an updated agreement that is similar to the prior agreement, with the addition of the Chamber assuming responsibility for quarterly ArtWalk events. Staff will present the agreement for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Visitor and Tourism Services Agreement; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the Visitor and Tourism Services Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Services Agreement - Visitor and Tourism Services - Moscow Chamber of Commerce_2025_final

**AGREEMENT FOR VISITOR, TOURISM AND BUSINESS SUPPORT SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW CHAMBER OF COMMERCE**

THIS AGREEMENT FOR VISITOR, TOURISM, AND BUSINESS SUPPORT SERVICES (hereinafter “Agreement”), is made and entered into this ____ day of _____, 2025, 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 Moscow Chamber of Commerce, a nonprofit corporation of the State of Idaho, 411 South Main Street, PO Box 8936, Moscow, Idaho, 83843 (hereinafter “CHAMBER”).

W I T N E S S E T H:

WHEREAS, CITY desires to promote visitor and tourism activity within the City of Moscow to enhance economic opportunity and community vitality; and

WHEREAS, CITY desires to foster a vibrant and active business community to enhance economic activity and commerce within the City; and

WHEREAS, CHAMBER has special knowledge, experience, and the facilities for the development and distribution of visitor and tourism information, events, and activities, and to organize and promote downtown community events; and

WHEREAS, CHAMBER has successfully secured annual grant funding from the State of Idaho for the development of tourism promotional materials and activities to guests and visitors to the City of Moscow and the Palouse Region;

NOW, THEREFORE, the Parties to this Agreement, for and in consideration of the mutual covenants, promises, and stipulations contained herein, agree that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and as follows:

SECTION 1: SCOPE OF SERVICES

CHAMBER shall furnish visitor, tourism, and business support services for CITY as specified in Attachment “A” (Scope of Services) of this Agreement, which is adopted and incorporated herein.

SECTION 2: TERM AND COMPENSATION

This Agreement shall be in effect for three (3) years commencing on October 1, 2025, and expiring on September 30, 2028. CITY shall pay CHAMBER Twenty-One Thousand, Eight Hundred Fifty Five Dollars (\$21,855) for the first year and an amount to include a three percent (3%) annual increase thereafter for the term of this Agreement.

SECTION 3: PARTY RESPONSIBILITIES

CHAMBER shall provide the entire services in a good and workmanlike manner which meets or exceeds industry standards. CHAMBER shall at such times and in such forms as CITY may

require, furnish to CITY data, such statements, records, reports, data, and information as CITY may request pertaining to matters covered by this Agreement.

CITY shall make available to CHAMBER all technical data of record in CITY's possession required by CHAMBER relating to the services.

SECTION 4: INDEPENDENT CONTRACTOR

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

SECTION 5: NO SEPARATE ENTITY CREATED AND NO JOINT VENTURE

Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have created a separate legal entity, joined together in any joint venture, partnership, agency relationship or liability company or in any manner have agreed to or are contemplating the sharing of profits or losses among themselves in relation to any matter relating to this Agreement.

SECTION 6: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by CHAMBER upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CHAMBER. CITY may terminate this Agreement with thirty (30) days' written notice without cause and without further liability to CHAMBER, except as designated by this Section. In the event of termination, CHAMBER shall be paid for services performed to termination date, including direct expenses and a pro rata share of the fees based upon services completed. All Deliverables, whether partially or fully completed, related to the services, produced by CHAMBER as part of services, shall become the property of, and shall be surrendered to CITY at or before such termination and prior to payment. However, CITY agrees that all Deliverables provided or prepared by CHAMBER are intended for the purposes of this Agreement only and any reuse or modification of the Deliverables by CITY or others for any other project or purpose shall be at CITY's or other's sole risk and without liability to CHAMBER. CHAMBER may retain copies of all Deliverables for its records.

B. Termination of Services.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay CHAMBER for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where this Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the services completed.

SECTION 7: INSURANCE AND LIABILITY

A. CHAMBER's Professional Liability Insurance.

In performance of professional services, CHAMBER will use that degree of care and skill ordinarily exercised under similar circumstances by similar organizations; and no warranty, either expressed or implied, is made in connection with rendering CHAMBER's services. Should CHAMBER or any of CHAMBER's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CHAMBER has obtained Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of the services. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to CHAMBER.

B. CHAMBER's Additional Insurance.

CHAMBER shall maintain automobile insurance and statutory workers' compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.

The comprehensive general liability insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CHAMBER shall cause CITY to be named as an additional insured under said policy.

C. Indemnification.

CHAMBER agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liability and costs arising from the negligent acts of CHAMBER in the performance of services under this Agreement, to the extent that CHAMBER is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CHAMBER and CITY. CHAMBER shall not be obligated to indemnify CITY for CITY's own negligence.

SECTION 8: CONFLICT OF INTEREST

CHAMBER 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. CHAMBER 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, CHAMBER shall immediately disclose such conflict to CITY.

SECTION 9: ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement, and the attachment hereto, contain the entire Agreement between the Parties concerning the services, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. CHAMBER shall not subcontract, transfer, sell, 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.

SECTION 10: LICENSES AND ADHERENCE TO LAW REQUIRED

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

- A. Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, CHAMBER 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.
- B. Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, CHAMBER certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

SECTION 11: NON-DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CHAMBER shall not discriminate against any employee or applicant for employment. CHAMBER'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. CHAMBER agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this Non-Discrimination Section. Furthermore, CHAMBER shall not discriminate against any community member, guest or visitor requesting information or services pursuant to this Agreement 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.

SECTION 12: LEGAL FEES

In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

SECTION 13: 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.

SECTION 14: BINDING OF SUCCESSORS

CITY and CHAMBER each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

SECTION 15: NOTICES AND COMMUNICATION

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CHAMBER

Moscow Chamber of Commerce
PO Box 8936
411 S. Main St.
Moscow, ID 83843
(208) 882-1800

CITY

City of Moscow, Idaho
City Administrator
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7011

Either Party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

CITY shall designate a 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.

SECTION 16: NON-APPROPRIATION

This Agreement is contingent upon CITY receiving the necessary funding to fulfill the obligations of CITY. While the CITY shall exercise good faith, 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.

SECTION 17: APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the City of Moscow. The terms of this Agreement are severable. 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 parts of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.

SECTION 18: 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 the 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 the Parties sign this document utilizing an electronic signature, the Parties understand that this electronic signature is valid and binding to the same force and effect as a handwritten signature. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

CHAMBER

Moscow Chamber of Commerce

Samantha Martinet, Executive Director

CITY

City of Moscow, Idaho

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2025, before me, a Notary Public in and for said State, appeared Samantha Martinet, known to me to be the person named above and acknowledged that she executed the foregoing as the duly authorized representative of Moscow Chamber of Commerce.

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

ATTACHMENT “A” SCOPE OF SERVICES

A. Visitor, Tourism and Relocation Promotion Services

1. Establish, operate and maintain a Visitor Information Center for the purpose of greeting visitors, displaying promotional brochures, offering assistance, and answering requests for tourism and visitor information.
2. Apply for annual funding from the Idaho Travel Council to fund local and regional tourism promotion activities;
3. Develop and implement a strategic marketing plan for Moscow and the surrounding area to increase tourism in the region;
4. Develop, maintain and distribute City of Moscow tourism brochures and other collateral materials to appropriate off-site locations such as local hotels, visitor centers, and similar tourist destinations;
5. Ensure Chamber personnel and volunteers receive regular visitor information and training;
6. Develop and maintain a web site dedicated to tourist activities and services within the City of Moscow and surrounding area;
7. Assist with and support trade and industry conference hosting marketing and recruitment.
8. Develop, maintain, and distribute community relocation packets to visitors and interested parties as requested.
9. Host community events in the Downtown Entertainment District to create a fun, safe, atmosphere where businesses and community come together to celebrate Moscow including the development, coordination, and promotion of at least three (3) downtown community events each year.
10. Assume responsibility for the administration, coordination and promotion of CITY’s ArtWalk event program to include no fewer than four (4) ArtWalk events per year, one of which shall be similar in nature and scope of CITY’s current ArtWalk grand finale event which shall be counted toward the three (3) downtown community events CHAMBER is required to provide in accordance with this Agreement.
11. Support CITY’s Community Events Department through strategic marketing efforts, collaborative event development & sponsorship.

B. Business Support and Retention

1. Provide business support and advocacy in both local and state government on issues that directly affect commerce.
2. Create business collaborations with industry leaders in both corporate and small businesses and facilitate community conversations around industry needs and government support services.
3. Advocate for a vibrant, and economically attractive, local business environment.
4. Represent the community at business attraction events and at relevant economic development industry/professional events as requested.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

Renewal of Intermodal Transit Center Lease with SMART Transit (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City currently leases space in the Intermodal Transit Center to Regional Public Transportation (RPT) dba SMART Transit. The existing lease will expire on September 30, 2025. SMART approached the City regarding the ability to amend the existing lease agreement to include an adjacent office that was last occupied by the Partnership for Economic Prosperity Executive Director. Staff has prepared an updated lease agreement that includes the use of the additional office space and a five-year term to expire on September 30 of 2030, for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Facility Rental Agreement_ITC (SMART)_2025_

**INTERMODAL TRANSIT CENTER FACILITY LEASE AGREEMENT
BETWEEN REGIONAL PUBLIC TRANSPORTATION, INC. (dba SMART TRANSIT)
AND CITY OF MOSCOW, IDAHO**

THIS INTERMODAL TRANSIT CENTER FACILITY LEASE AGREEMENT BETWEEN REGIONAL PUBLIC TRANSPORTATION, INC. (dba SMART TRANSIT) AND CITY OF MOSCOW, IDAHO (hereinafter "Facility Lease") is entered into this _____ day of _____, 2025, by and between Regional Public Transportation, Inc., a Corporation of the State of Idaho, 1006 Railroad Street, Moscow, Idaho, 83843 (hereinafter "RPT") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

I. BASIC PROVISIONS

The following basic provisions are part of this Facility Lease:

- A. Lessee. Regional Public Transportation, Inc. (RPT) is the Lessee for this Facility Lease. RPT's current mailing address is PO Box 3854, Moscow, Idaho, 83843.
- B. Lessor. City of Moscow is the Lessor for this Facility Lease. CITY's current mailing address is PO Box 9203, Moscow, Idaho, 83843.
- C. Leased Premises, Common Space, and Exterior Common Space. The leased premises are a portion of the Moscow Intermodal Transit Center (hereinafter "ITC Facility") located at 1006 Railroad Street, Moscow, Idaho and comprise approximately one thousand six hundred seventy seven (1,677) square feet of space exclusively provided to RPT under the terms of this Facility Lease (hereinafter "Premises") and shared use of approximately two thousand one hundred seventy seven (2,177) additional square feet to be used for public waiting areas, restrooms, hallways and building systems (hereinafter "Common Space"), as well as exterior public transportation facilities, which includes passenger boarding platforms, seven (7) employee parking spaces, eight (8) bus parking spaces and associated walking areas and vehicular access routes (hereinafter "Exterior Common Space"), all as shown on Attachment "A", attached hereto and incorporated herein by this reference.
- D. Permitted Use. The use of the Premises by RPT permitted under this Facility Lease shall be limited to dedicated office and storage space and external parking space for the purposes of operating RPT's public transportation services, and the Common Space to provide public waiting areas, restrooms, hallways and building systems associated with RPT's uses.
- E. Initial Term and Commencement Date. This Facility Lease shall commence upon May 1, 2025 (hereinafter "Commencement Date") and shall end on September 30, 2030 (hereinafter "Initial Term").

- F. Rent. CITY shall lease Premises with access to associated Common Space with the payment of rent as specified herein. RPT shall pay CITY monthly rent amounts as detailed in Section IV of this Facility Lease.

II. GRANT OF PREMISES AND POSSESSION.

- A. Grant of Premises. CITY leases to RPT and RPT leases from CITY the Premises with use of the Common Space to conduct its business subject to the terms and conditions of this Facility Lease.
- B. Possession. CITY shall deliver possession of the Premises (including the rights, privileges, benefits, rights-of-way and easements now or in the future appurtenant to the Premises) to RPT on the Commencement Date. During the Initial Term, CITY covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of the Premises to RPT, subject to the express provisions of this Facility Lease.

III. INITIAL TERM AND RENEWAL TERM.

- A. This Facility Lease shall commence upon May 1, 2025, and shall terminate upon September 30, 2030. Six (6) months prior to the termination of this Facility Lease, CITY shall notify RPT of the forthcoming termination of this Facility Lease and shall request written notice of RPT's intent to extend the term of this Facility Lease for an additional five (5) year period from the date of termination of the Initial Term. Such extended term shall be referred to as the "Renewal Term" and all relevant provisions of the Initial Term shall be in force and effect for such Renewal Term.
- B. In the case where the term of this Facility Lease has expired and the CITY has failed to provide notice as required by the preceding paragraph, this Facility Lease shall be deemed renewed for a period of one (1) year from the date of expiration of this Facility Lease, and RPT shall be allowed to remain in possession of the Premises until September 30, 2031.

IV. PAYMENT OF RENT.

- A. Rent. RPT agrees to pay CITY rent in the amount of one thousand nine hundred thirteen dollars and nine cents (\$1,913.09) per month. The rent amount shall be increased annually in the amount equal to the average of the preceding three (3) years value for the month of March of the Consumer Price Index for All Urban Consumers (CPI-U): West Side B/C. This annual rate increase shall be effective upon October 1st of each year of the Initial Term for the following twelve (12) month period, to account for increased cost for janitorial, utility and building maintenance services and supplies incurred by CITY. If said Consumer Price Index is replaced by a new federal statistic, said new statistic shall be used in determining rental adjustments. This rent adjustment method shall continue through the Renewal Term.

- B. Date and Form of Payments. Rent payments shall be paid monthly and shall be due by the 20th day of each month. All payments shall be made payable to "City of Moscow", and mailed to the attention of "Finance Department, PO Box 9203, Moscow, Idaho, 83843" or such different address or person as CITY shall provide to RPT by written notice.

V. OPERATION OF PREMISES.

- A. RPT's Use of Premises. The Premises shall be occupied and used by RPT only for the Permitted Use and for no other purpose. RPT shall not commit waste on or in the Premises, Common Space or Exterior Common Space, or disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures, carpeting, or wall coverings (painted surfaces of the Premises). RPT further covenants that it will repair and maintain the furnishings, fixtures and equipment exclusively occurring within the Premises (but not including components, systems, and equipment that serve the overall ITC Facility, such as portions of mechanical, electrical and plumbing systems that serve the ITC Facility outside the Premises) at RPT's effort and expense throughout the Initial Term and subsequent Renewal Term if such Renewal Term is activated.
- B. CITY's Obligations.
1. CITY shall provide repair, maintenance, and replacement materials and services to the ITC Facility, Common Space and Exterior Common Space. CITY is not obligated or authorized to perform such work on or within the Premises, except by separate written agreement with RPT describing scope and cost assignment (if agreed upon by both Parties to this Facility Lease).
 2. CITY shall provide telecommunications services to RPT including the provision of local telephone service, telephone devices, telephone support services, and internet services. RPT shall be responsible for calling charges made outside the United States or Canada for which CITY shall bill RPT on a monthly basis for actual calling costs incurred by RPT.
- C. Utilities and Custodial Services. CITY shall be responsible for and shall promptly pay all charges to the providers, when due, for water, natural gas, electricity, sanitation collection and disposal, custodial or other service (excluding television services) if used upon or furnished to the Premises or Common Space or Exterior Common Space. Unless caused by the negligent or intentional acts or omissions of CITY or its representatives, CITY shall not be liable in damages or otherwise for any failure or interruption of (i) any utility service being furnished to the Premises; or (ii) the heating, ventilating and air conditioning systems. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle RPT to abate the payments RPT is required to make under this Facility Lease.

- D. CITY shall be responsible for snow removal from sidewalks surrounding the ITC Facility, as shown on Attachment "B" attached hereto and incorporated herein by this reference, in an as needed basis.
- E. Sign. No permanent signs affixed to the Premises shall be installed, replaced or improved by RPT without CITY's prior written consent. All such installation, replacement, improvement or maintenance of signs shall be at RPT's sole expense.
- F. Modification to Premises by RPT. RPT shall neither make nor undertake any modification or improvement to the Premises unless CITY has given its prior written consent, which consent may be withheld, delayed or conditioned as CITY may elect in CITY's discretion. Such modification of the Premises shall comply with all of the following requirements:
1. RPT shall supply CITY with a complete set of construction drawings for CITY's review and approval at least sixty (60) days prior to RPT's proposed commencement of any construction work; and
 2. RPT may perform sign installations or improvements as provided by Section E above. RPT shall retain a licensed and bonded contractor, approved in writing by CITY, to perform any construction work (for alterations, repair of fire or casualty, or other construction). The contractor shall carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction. CITY shall be listed as an additional insured on said insurance policy.
- G. Hazardous Material Use. RPT and CITY shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Premises, Common Space, or Exterior Common Space by their agents, employees, contractors, customers, clients, guests or invitees except for typical motor vehicle fluids necessary for daily public transit vehicle operation and maintenance as incidental to RPT's permitted use of the Premises or CITY's maintenance, repair or other obligations for the Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. RPT and CITY shall comply with all applicable laws and regulations regulating the use, reporting, storage, discharge and disposal of Hazardous Material. As used in this Facility Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is
- (i) defined as a "hazardous substance" under applicable law;
 - (ii) petroleum;
 - (iii) asbestos;
 - (iv) polychlorinated biphenyl ("PCB");

- (v) designated as a "hazardous substance" pursuant to the Federal Water Pollution Prevention and Control Act (33 U.S.C. § 1321(a)(14));
- (vi) defined as a "hazardous waste" pursuant to the Solid Waste Disposal Act (42 U.S.C. § 6903(5));
- (vii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14));
- (viii) defined as a "regulated substance" pursuant to the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991(7);
- (ix) considered a "mixture" pursuant to the Toxic Substance Control Act (15 U.S.C. § 2602); or
- (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, and Environmental Pesticide Control Act (7 U.S.C. § 136(u)).

- H. **Covenant Against Liens.** RPT shall not directly or indirectly create or cause to be created or to remain, and shall promptly discharge, at RPT's sole expense, any mechanics' lien or similar lien against the Premises which RPT created or caused to be created by RPT's work on the Premises. RPT has no authority or power to cause or permit any mechanics' lien or similar lien created by an act of RPT, operation of laws, or otherwise to attach to or be placed upon CITY's title or interest in the Premises. Any lien against RPT shall attach only to RPT's leasehold interest in the Premises. RPT may contest, at RPT's sole expense, any lien, and the lien may remain, pending resolution of the challenge. RPT shall indemnify and hold CITY harmless from any and all loss, damage or expense incurred by the lien challenge and shall provide such security as CITY may reasonably demand. If the lien is adjudged to be valid, the challenging party shall promptly pay and discharge the lien. CITY will not directly or indirectly create or cause to be created or to remain, and will promptly discharge, at CITY's sole expense, any mechanics' lien or similar lien against the Premises which CITY created or caused to be created by CITY's work on the Premises.
- I. **CITY's Right of Entry.** After providing written notice to RPT not less than twenty-four (24) hours prior to an intended entry or with RPT's verbal consent, CITY and CITY's agents may enter the Premises to inspect the general condition and state of repair of the Premises. CITY's entry may be supervised by RPT. In the event of an emergency arising within the Premises that endangers property or persons, the notice requirement is waived by RPT.

VI. CHANGES IN THE PARTIES.

- A. **Relationship of Parties.** Nothing contained in this Facility Lease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the assignment of rent nor any other provision of this Facility Lease, nor any act of the Parties, shall be deemed to create any relationship other than that of CITY and RPT.
- B. **Successors and Assigns.** This Facility Lease shall benefit and bind the successors and permitted assigns of CITY and RPT.

- C. Prohibition on RPT Assignment. RPT may not assign all or a part of this Facility Lease unless RPT first obtains the written consent of CITY.

VII. LOSS AND DAMAGE TO PREMISES.

- A. RPT's Possession at Own Risk. RPT covenants and agrees that neither CITY nor its agents shall be liable in any way for personal injuries or property damages sustained by RPT, its employees, visitors, or by any occupant of the Premises, or by any other persons or organizations claiming through RPT, resulting from the condition, state of repair, or use of the Premises, Common Space or Exterior Common Space, or any part thereof, or of any equipment therein or appurtenances thereto, or resulting directly or indirectly from any act or negligence of RPT or of any other person or persons excepting the CITY or its agent. Neither CITY nor its agents shall be liable for damage to RPT's personal property or for any loss suffered by RPT caused in any manner whatsoever.
- B. Insurance. CITY shall insure the ITC Facility, including the Premises, Common Space and Exterior Common Space through CITY's policy with the Idaho Counties Risk Management Program (ICRMP) in the same or substantially similar fashion as CITY insures its other buildings. RPT shall have no obligation to obtain or pay for such insurance.
- C. RPT's Insurance. No insurance is provided by CITY for RPT's personal property or for RPT's permitted business operations. RPT shall insure and be solely responsible for any and all lines of insurance coverage for business operations, and for personal property, of every kind or nature, which is not owned by CITY. RPT shall, at RPT's sole cost and expense, either obtain the insurance RPT and CITY deem advisable, or shall be deemed to be self-insured. RPT waives all rights on any insurance purchased by, or risk funding arrangements of CITY.
- D. Effect of One Party's Actions on Other Party's Insurance. Neither Party shall do or permit to be done anything that shall invalidate any insurance carried by the other Party.
- E. Damage or Destruction of Premises. In the event of damage to, or destruction of the Premises by fire or other casualty, CITY shall either:
 - 1. promptly repair such damage or cause such damage to be repaired, in which event the Facility Lease shall continue in full force and effect, or
 - 2. if agreeable to RPT, terminate the Facility Lease upon written concurrence from RPT within ninety (90) days of the damage.In the event the damage is caused by the negligence or willful act or omission of the RPT, RPT shall be obligated to provide insurance proceeds to the extent such proceeds are available to repair, restore or rebuild and RPT shall deliver all insurance proceeds and/or assign any causes of action it may possess against any person or entity to CITY. If RPT elects to proceed under subsection (1) above, during the period of damage, distribution, repair, restoration or rebuilding, this Facility Lease shall remain in effect.

VIII. DEFAULT BY RPT OR CITY.

- A. Default by RPT. RPT shall be in default under this Facility Lease if any of the following occur:
1. RPT fails to pay when due any payment required to be paid by RPT under this Facility Lease;
 2. RPT fails to perform or observe any other covenant, agreement or condition which RPT is required to perform or observe and the failure is not cured within thirty (30) calendar days after delivery of written notice to RPT of the default; or
 3. If the cure cannot be effected within the thirty (30) day period, then within the additional period of time as may be required and agreed upon by CITY to cure the default, provided RPT is diligently and continuously pursuing the cure to completion.
- B. Remedies of CITY. In the event of RPT's default as set forth in Section VIII.A. above, CITY shall have the remedies set forth below by giving prior written notice to RPT at any time during the continuance of the event of default. CITY's remedies are cumulative and not alternative remedies.
1. Legal and Equitable Remedies. CITY shall have all remedies available at law or in equity.
 2. Termination of Lease. CITY may (i) change the locks and lock the doors to the Premises and exclude RPT from the Premises; (ii) enter the Premises and remove all persons and property therefrom without being liable for prosecution or any claim for damages for the removal; (iii) declare the Facility Lease terminated; (iv) commence litigation for any amounts due to CITY and to become due under this Facility Lease, and for any damages sustained by CITY; and (v) hold RPT liable for the reasonable cost of obtaining possession of the Premises.
 3. Advance. CITY may remedy the default for the account at the expense of RPT. If CITY at any time, by reason of RPT's default, is compelled to pay, or elects to pay, any money or do any act which incurs any expense to CITY, or is compelled to incur any expense, including attorneys' fees, in instituting or prosecuting any action or proceeding to enforce CITY's rights under this Facility Lease, the money paid by CITY, with interest from the date of payment, shall be additional rent and shall be due from RPT to CITY as rent.
- C. Default by CITY. CITY shall be in default under this Facility Lease if CITY fails to perform or observe any covenant, agreement or condition which CITY is required to perform or observe and the failure is not cured within sixty (60) calendar days after delivery of written notice to CITY by RPT of the default. If the cure cannot be effected within the sixty (60) day period, then within the additional period of time as may be required to cure the default provided CITY not is diligently and continuously pursuing the cure to completion, CITY shall be in default.

- D. Remedies of RPT. In the event of CITY's default as set forth in Section VIII.C. above, RPT shall have all rights provided at law or in equity, except RPT expressly waives any right to the abatement or withholding of rent payable to CITY under this Facility Lease (because such costs represent reimbursement for actual costs incurred by CITY for services and material provided to RPT). RPT's obligation to pay rent is independent of all other rights, and RPT may not withhold payment of such rent from CITY or pay to other parties or into any escrow or holding account because of the default or alleged default of CITY.

IX. TERMINATION OF FACILITY LEASE.

- A. Events of Termination. This Facility Lease shall terminate upon the occurrence of one (1) or more of the following events:
1. By mutual written agreement of CITY and RPT;
 2. By CITY pursuant to the express provisions of this Facility Lease;
 3. Upon expiration of the Initial Term or Renewal Term;
 4. By reason of Section VII.E. relating to destruction of the Premises; or
 5. RPT may unilaterally terminate this Facility Lease by notifying CITY of early termination in writing not less than six (6) months prior to the noticed early termination date.
- B. Surrender of Possession. In the event of early termination resulting from default by RPT, RPT will immediately surrender possession of the Premises to CITY. If possession is not immediately surrendered, CITY may, in compliance with the laws of the State of Idaho, re-enter and repossess the Premises and remove all persons or property. RPT shall restore the Premises to a broom clean and functional condition, with the exception of:
1. ordinary wear and tear; and
 2. alterations, improvements and additions which CITY approved in writing prior to installation and which CITY has not directed RPT in writing to remove.
- If RPT fails to properly restore the Premises, CITY, at RPT's expense, may restore the Premises in any reasonable manner that CITY may choose.

X. CLAIMS AND DISPUTES.

- A. Rights and Remedies Cumulative. Except as expressly provided in this Facility Lease, each Party's rights and remedies described in this Facility Lease are cumulative and not alternative remedies.
- B. Nonwaiver of Remedies. Failure of either Party to exercise any of the rights under this Facility Lease, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach. The acceptance by CITY of payment previously due from RPT after termination of this Facility Lease or after termination of RPT's right of possession shall not alter, diminish, affect or waive the Facility Lease termination, termination of possession, default or remedy.

- C. Indemnification and Insurance. CITY is considered a Governmental entity under the Idaho Tort Claims Act (Idaho Code §§ 6-901 through 6-929). CITY's liability coverage is provided through Idaho Counties Risk Management Program (ICRMP). Limits of liability, CITY's indemnification hereunder, with respect to claims covered by the Idaho Tort Claims Act, are five hundred thousand dollars (\$500,000) Combined Single Limits, which amount is CITY's limit of liability under the Idaho Tort Claims Act. Nothing in this Facility Lease shall be construed to expand the liability of CITY beyond the limit of liability under the Idaho Tort Claims Act for any claims covered by such Act.

1. Indemnification between CITY and RPT.

- a. RPT shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of RPT's performance of this Facility Lease, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

If CITY is determined to be solely negligent by a final decision in a court of law and such sole negligence by CITY directly results in judgment(s), costs, and/or expenses to RPT, then CITY shall reimburse RPT for the portion of such judgment(s), costs and/or expenses attributed to CITY as a result of such determination of CITY's sole negligence.

- b. Unless otherwise required by a condition of Federal Transit Administration Tiger II Grant No. ID-79-0001 Key No. 12905, RPT 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 CITY's performance hereunder, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

2. Insurance Requirements for RPT. RPT shall obtain or require subtenants or contractors to obtain insurance of the types and in the amounts described below:

- a. Commercial General and Umbrella Liability Insurance. RPT (or subtenant and/or contractor) shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from Premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract

including the tort liability of another assumed in a business contract. CITY shall be named as an Additional Insured.

- b. Commercial Auto Insurance. RPT (or subtenant and/or contractor) shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$5,000. Coverage shall include Non-Owned and Hired Car coverage. CITY shall be named as an Additional Insured.
- c. Personal property. RPT (or subtenant and/or contractor) shall purchase insurance to cover RPT's (or subtenant's or contractor's) personal property. In no event shall CITY be liable for any damage to or loss of personal property sustained by RPT (or subtenant and/or contractor), whether or not insured, even if such loss is caused by the negligence of RPT, its employees, officers or agents.
- d. Workers' Compensation. Where required by law, RPT (or subtenant and/or contractor) shall maintain all statutorily required coverages including Employer's Liability. Notification. CITY and RPT shall promptly notify the other party of any claim arising under, or otherwise related to, the provisions hereof. CITY and RPT shall cooperate with the other party in defense of such claims.

RPT shall provide a Certificate of Insurance for the Insurance Requirements of this Facility Lease, evidencing coverage pursuant to this Facility Lease. Notice of claim or incident shall be given to the representative for the Party by the Party receiving such claim or incident.

3. Insurance by Third Parties.

During the Initial Term (and any Renewal Term) of this Facility Lease, subtenants or contractors of RPT shall be required to carry the types and limits of insurance shown in this Facility Lease Section X.C above. Indemnification and Insurance, and to provide CITY with a Certificate of Insurance showing compliance thereto. At any time, CITY reserves the right to amend insurance requirements or require a security bond, if circumstances warrant such action. Additionally, and at its sole option, CITY may request certified copies of required policies and endorsements of RPT's subtenants and/or contractors. Such copies shall be provided within ten (10) calendar days of CITY's request. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. RPT shall furnish CITY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage CITY chooses to maintain. All certificates shall provide for thirty (30) calendar days' written notice to CITY prior to cancellation or material change of any insurance

referred to therein. All policies shall contain waiver of subrogation coverage or endorsements, and shall list CITY as an additional insured.

Failure of CITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CITY to identify a deficiency from evidence that is provided shall not be construed as a waiver of RPT's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Facility Lease at CITY's option. By requiring insurance herein, CITY does not represent that coverage and limits will necessarily be adequate to protect RPT, and such coverage and limits shall not be deemed as a limitation on RPT's liability under the indemnities granted to CITY in this Facility Lease. RPT shall require any subtenants or contractors to comply with the insurance provisions of this Facility Lease. In the event RPT is not occupying space and is enforcing the subtenant's compliance with these insurance provisions, RPT shall not be responsible, as a requirement of this Facility Lease, to maintain the specific insurance required for subtenants and contractors of this Facility Lease.

D. Hazardous Material Indemnification.

1. By CITY. If the presence of any Hazardous Material on the Premises caused or permitted by CITY results in any contamination of the Premises, CITY shall promptly take all actions at CITY's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.
2. By RPT. During and after the Term of this Facility Lease, RPT shall indemnify and hold CITY harmless from any and all costs (including costs of remediation or cleanup and any proceedings related thereto), claims, judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of RPT's breach of the obligations stated in Section V.G. regarding Hazardous Material. This indemnification of CITY by RPT includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the preceding, if the presence of any Hazardous Material on the Premises caused or permitted by RPT results in any contamination of the Premises, RPT shall promptly take all actions at RPT's sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any Hazardous Material to the Premises.

- E. **Dispute Resolution.** If the Parties disagree regarding the performance of this Facility Lease, then the Parties agree to engage in direct discussions to settle the dispute. If the disagreement cannot be settled by direct discussions, the Parties may agree to attempt to settle the disagreement in an amicable manner by mediation. Thereafter, any unresolved disagreement arising from or relating to this Facility Lease or a breach of this Facility Lease shall be resolved as provided by law. The provisions of this Section X.E. shall not apply to disputes arising from RPT's default in the performance of any obligation to make rent payments as provided herein.
- F. **Attorney Fees and Costs.** If a Party is in default under this Facility Lease, then the defaulting Party shall pay to the other Party reasonable attorney's fees and costs incurred by the other Party after default and referral to an attorney; and/or incurred by the prevailing Party in any litigation, including any reasonable attorney's fees on appeal.
- G. **Jurisdiction and Venue.** It is agreed that this Facility Lease 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.
- H. **Interpretation.** The law of the State of Idaho shall govern this Facility Lease. The courts in the State of Idaho shall have exclusive jurisdiction. The invalidity of any portion of this Facility Lease shall not affect the validity of any other portion of this Facility Lease, should a court of competent jurisdiction find a portion of this Facility Lease to be invalid or unenforceable so long as the remainder of the Facility Lease is capable of completion.

XI. GENERAL PROVISIONS.

- A. **Entire Agreement and Modifications.** This Facility Lease constitutes the entire, completely integrated agreement regarding the lease of Premises from CITY to RPT and supersedes all prior agreements, memoranda, correspondence, conversations, promises and negotiations in regard to such Facility leasing. This Facility Lease may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.
- B. **Consent.** Whenever the consent of either Party is required to an action under this Facility Lease, consent shall not be unreasonably withheld or delayed.
- C. **Notices.** All notices under this Facility Lease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or by fax, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth below:

RPT:
Regional Public Transportation dba SMART

PO Box 3854
Moscow, ID 83843

CITY:
City of Moscow
City Clerk
PO Box 9203
Moscow, ID 83843

- D. No Brokers. Each Party hereto represents and warrants to the other Party that the representing Party has no arrangement with any realtor, broker or agent in connection with the negotiations of this Facility Lease. RPT agrees to defend, indemnify and hold CITY harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent arising out of the actions of RPT with respect to this Facility Lease.
- E. Non-recording. This Facility Lease shall not be recorded.
- F. Adherence to Law Required. All applicable Federal, State, and local statutes and regulations are hereby made a part of this Facility Lease and shall be adhered to at all times. Violation of any of these statutes or regulations by RPT shall be deemed material and shall subject RPT to termination of this Facility Lease for cause. No pleas of misunderstanding or ignorance on the part of RPT will in any way serve to modify the provisions of this requirement.
1. Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, as amended, RPT certifies that it is not currently owned or operated by the government of China and will not for the duration of this Facility Lease 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. Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, as amended, RPT 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 Facility Lease, authorize the use of state facilities or public funds for abortion related activity.
- G. Time is of the Essence. Time is of the essence with respect to the obligations to be performed under this Facility Lease. RPT and CITY understand that the Premises has been funded in whole or in part with funds from the Federal Transit Administration (FTA), U.S. Department of Transportation. As such, the following provisions apply:
1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, as amended; the Age Discrimination in Federally Assisted Programs Act of 1975, 42 U.S.C. § 6102, as amended; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, as amended; and Federal Public Transportation laws at 49 U.S.C. § 5332, as amended. RPT and CITY agree that they will not discriminate against any person in the United States from participating in, denied the benefits of or otherwise subject that person to

discrimination under the use, benefit, participation, enjoyment or treatment of the subject Premises, or 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. CITY and RPT shall not discriminate against any employee or applicant for employment. CITY and RPT agree to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section. In addition, RPT and CITY agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Facility Lease:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, as amended, and Federal Transportation laws at 49 U.S.C. § 5332, as amended, RPT and CITY agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect the lease of the Premises during the course of this Facility Lease. RPT and CITY agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, RPT and CITY agree to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 623, as amended, and Federal Transportation laws at 49 U.S.C. § 5332, as amended, RPT and CITY agree to refrain from discrimination against present and prospective employees for reason of age. In addition, RPT and CITY agree to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with the Americans with Disabilities Act, 42 U.S.C. § 12112, as amended, RPT and CITY agree that they will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, RPT and CITY agree to comply with any implementing requirements FTA may issue.

3. RPT and CITY also agree to include these requirements in each sublease issued on the Premises.

H. Non-use of Names and Trademarks. No Party to this Facility Lease shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other Party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

I. Headings, captions and titles of sections of this Facility Lease are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Facility Lease, and show not affect the construction of any provision of this Facility Lease.

XII. SIGNATURES.

IN WITNESS WHEREOF, RPT and CITY have caused this Facility Lease to be executed on the date first written above. 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.

I, Casey Green, 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 authorized agent to bind Regional Public Transportation, Inc. dba SMART to this Facility Lease.

RPT

Regional Public Transportation, Inc.
dba SMART

Casey Green,

CITY

City of Moscow, Idaho

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

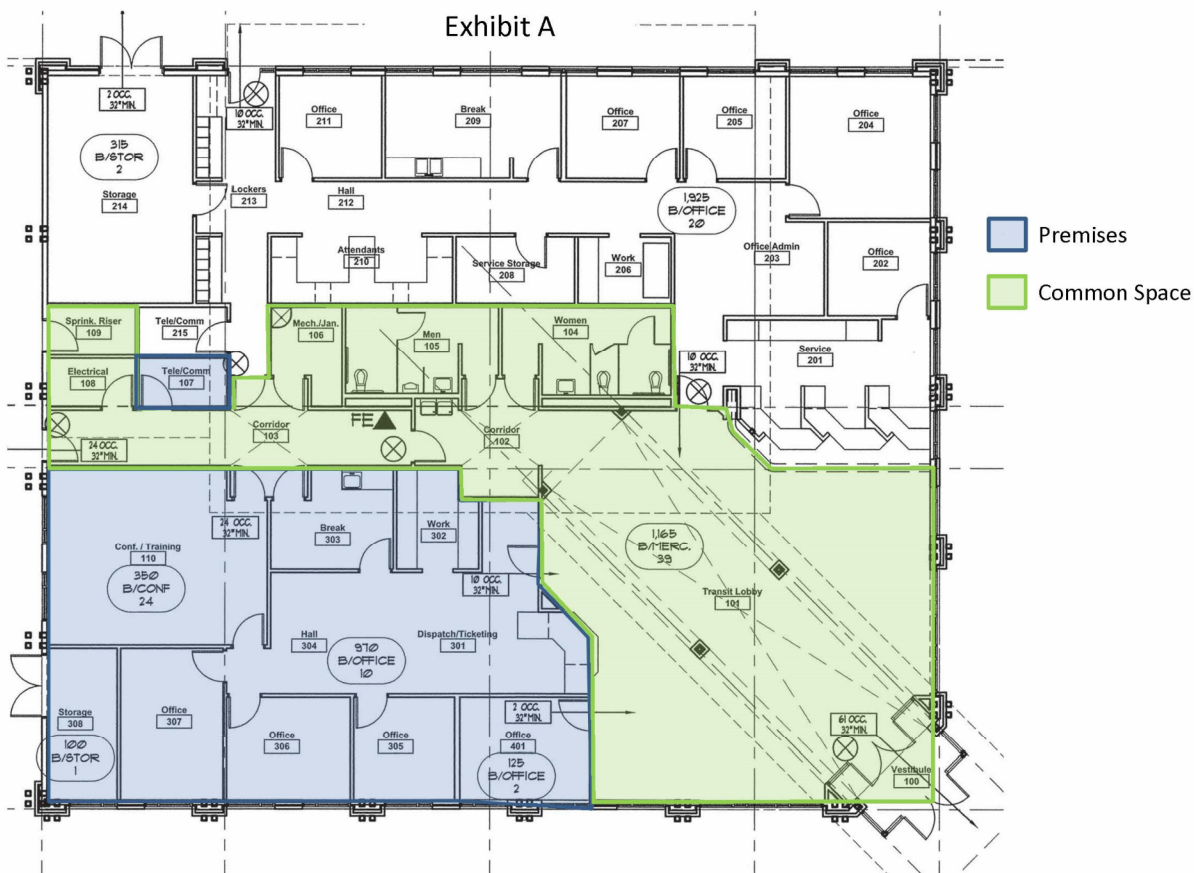
ACKNOWLEDGMENT

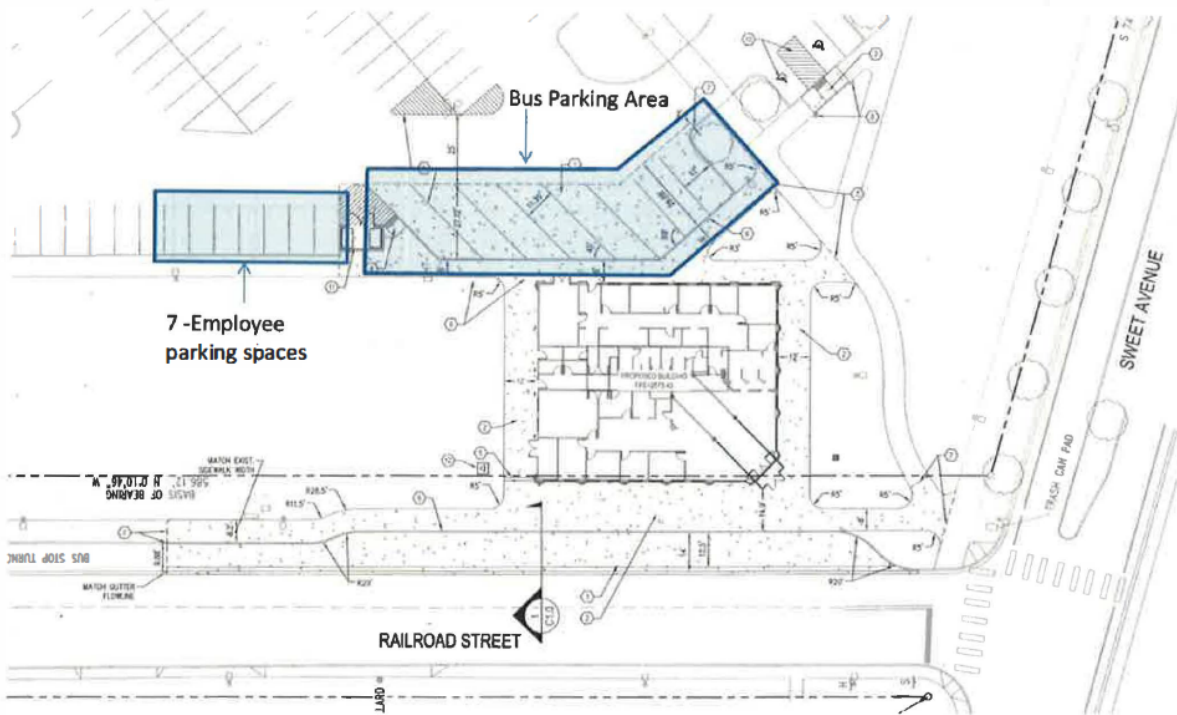
STATE OF IDAHO)
) ss.
County of Latah)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, appeared Casey Green, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Regional Public Transportation, Inc. dba SMART, with authority to bind Regional Public Transportation, Inc. dba SMART to the terms of this Facility Lease.

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

Attachment "A": Premises





Attachment “B”



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

Proposed Repeal of Moscow City Code Title 9, Chapter 10, Moscow Day Care Ordinance (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Legislature passed House Bill No. 243 and House Bill No. 312, with Governor Little having signed them into law on March 27, 2025, with an effective date of July 1, 2025. The Bill's amend the day care licensing regulations, which include repeal of Idaho Code Section 39-1108, relating to the local option for day care licensing. The City has utilized the local option over the last thirty years and regulated day care licensing within the City of Moscow with standards that met the minimum state standards with some standards that were more stringent than the State. Based on the repeal of Idaho Code Section 39-1108 removing the local option for day care regulations, the City is required to repeal Moscow City Code Title 9, Chapter 10, Moscow Day Care Ordinance with an effective date of July 1, 2025.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance repealing Title 9, Chapter 10, Moscow Day Care Ordinance of the Moscow City Code with an effective date of July 1, 2025.; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed Ordinance repealing Title 9, Chapter 10, Moscow Day Care Ordinance of the Moscow City Code with an effective date of July 1, 2025.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2025 - Repealing T9 CH10_final

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REPEAL OF MOSCOW CITY CODE TITLE 9, CHAPTER 10 MOSCOW DAY CARE ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT ON AND AFTER JULY 1, 2025.

WHEREAS, the State of Idaho Legislature passed House Bill No. 243 and House Bill No. 312 and Governor Little signed them into law on March 27, 2025, with an effective date of July 1, 2025, amending the Daycare Licensing regulations, which include repeal of Idaho Code Section 39-1108, relating to the local option for daycare licensing; and

WHEREAS, the City of Moscow has utilized the local option over the last thirty years and regulated Day Care Licensing within the City of Moscow with standards that met the minimum state standards with some standards that were more stringent than the State; and

WHEREAS, based on the repeal of Idaho Code Section 39-1108 removing the local option for day care regulations, the City is required to repeal its Day Care Ordinance;

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

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

SECTION 2: That Title 9, Chapter 10 of the Moscow City Code be, and the same is hereby repealed:

...

Chapter 10

~~MOSCOW DAY CARE ORDINANCE~~

~~Sec. 10-1: Short Title~~
~~Sec. 10-2: Purpose~~
~~Sec. 10-3: Definitions~~
~~Sec. 10-4: License Required~~
~~Sec. 10-5: Application Required~~
~~Sec. 10-6: [Repealed]~~
~~Sec. 10-7: Investigation. Background Check Required~~
~~Sec. 10-8: Denial, Suspension, Revocation of License~~
~~Sec. 10-9: Issuance of License~~
~~Sec. 10-10: Fee~~
~~Sec. 10-11: Day Care Facility License Renewal~~

~~Sec. 10-12: Day Care Provider License Renewal~~
~~Sec. 10-13: License Revocation and Duty to Notify of Ineligibility~~
~~Sec. 10-14: Notice~~
~~Sec. 10-15: Appeals~~
~~Sec. 10-16: Insurance and Liability; Prepayment~~
~~Sec. 10-17: Health Requirements~~
~~Sec. 10-18: Inspection~~
~~Sec. 10-19: Standards~~
~~Sec. 10-20: Child Staff Ratios~~
~~Sec. 10-21: No City Liability Created~~
~~Sec. 10-22: Penalties and Additional Fees~~

~~Sec. 10-1. Short Title.~~

~~This Chapter shall be known as the Moscow Day Care Ordinance.~~
~~(Ord. 2010-05, 03/01/2010)~~

~~Sec. 10-2. Purpose.~~

~~It is hereby declared to be the purpose of this Ordinance to establish a minimum City-wide system for the protection of children receiving Day Care services. This system is intended to establish minimum standards while still leaving primary responsibility for evaluation and selection of Day Care services with parents. Every Day Care Facility, as defined by this Chapter, is required to become licensed. An additional purpose of this Ordinance is to exercise the authority granted to the City to adopt an ordinance for regulation and/or licensing of Day Care services at least as stringent as the requirements of the basic Day Care license in Idaho Code Title 39, Chapter 11. The City hereby exercises the authority granted by the State to the City to require a limited criminal history background check at least as extensive as that required by Idaho Code Title 39, Chapter 11 and to establish procedures for issuing licenses to Day Care Facilities which shall be maintained and operated in conformity with the standard authorized in this Chapter. Nothing in this Chapter shall be construed to limit or restrict the teaching of religious doctrines, values, or tenets in a Facility licensed under the provisions of this Chapter.~~

~~(Ord. 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2022-08, 09/19/2022)~~

~~Sec. 10-3. Definitions.~~

~~For the purposes of this Chapter, the following terms, phrases, words and derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.~~

- ~~A. Applicant. A Person who submits to the City an application for a license or the renewal of a license to provide, conduct, operate, maintain, or be employed at a Day Care Facility under this Chapter.~~
- ~~B. Child. A person less than thirteen (13) years of age, including an individual who is related by blood, adoption or who is otherwise the charge of any individual providing Day Care. The age of a child shall be determined by their date of birth.~~
- ~~C. Day Care. Care and supervision provided for compensation during part of a twenty-four (24) hour day, for a child or children not related by blood, marriage or legal guardianship to~~

~~the person or persons providing the care, in a place other than the child's or children's own home or homes.~~

~~D. *Day Care Facility.* A place or facility providing daycare services for compensation to five (5) or more children not related to the provider. The definition of Day Care Facility shall not include:~~

~~1. Any institution, school or facility licensed by, operated by or under the direction of the State of Idaho by any agency or political subdivision of the State of Idaho or by any other public body or public entity.~~

~~2. Any medical or hospital facility operated pursuant to license issued by the State of Idaho.~~

~~3. Any day camp, summer camp, sports camp, or similar program designed primarily for children to attend, as long as such camp or program does not exceed a total of twelve (12) weeks during a calendar year or not more often than once a week.~~

~~4. The occasional care of a neighbor's, relative's, or friend's child or children by a person not ordinarily in the business of providing Day Care.~~

~~5. The operation of a private school, religious school, or religious kindergarten for educational purposes for children five (5) years of age and older.~~

~~6. The provision of Day Care exclusively for children of parents who are simultaneously in the same building as such children.~~

~~7. The provision of care for children of a family within the second degree of relationship.~~

~~E. There shall be four classifications of Day Care Facility:~~

~~1. *Family Day Care Facility.* A Day Care Facility providing Day Care for five (5) or fewer children;~~

~~2. *Group Day Care Facility.* A Day Care Facility providing Day Care for six (6) to twelve (12) children;~~

~~3. *Small Day Care Facility.* A Day Care Facility providing Day Care for thirteen (13) to twenty (20) children; and~~

~~4. *Large Day Care Facility.* A Day Care Facility providing Day Care for twenty-one (21) or more children.~~

~~F. *Day Care Poster.* An informational sign provided by the City for prominent display in every licensed Day Care Facility.~~

~~G. *Director.* An adult who has primary responsibility for the day-to-day operations and/or management of a Day Care Facility.~~

~~H. *Employee.* Any person working for compensation in a facility that provides day care.~~

~~I. *Licensee.* A Person who holds a current and valid license issued by the City for operation of a Day Care Facility.~~

~~J. *Owner.* Any Person with a financial or proprietary interest of any kind in a Day Care Facility.~~

~~K. *Person.* Any individual, group of individuals, association, firm, partnership or corporation.~~

~~L. *Premises.* A structure, facility, yard, play area, or any part of a structure, facility, yard, or play area where any Day Care is provided.~~

~~M. *Provider.* A person who meets the qualifications contained in this chapter to provide unsupervised care of children at an approved Day Care Facility.~~

~~N. *Ratio.* The number of Staff required to supervise a certain number of children.~~

~~O. *Related.* A niece, nephew, first generation cousin, grandchild, brother, sister, half brother, half sister, step brother, step sister, son, daughter, step son, step daughter, who is related either by blood, adoption, or marriage to the Day Care provider or pursuant to a legal guardianship.~~

- ~~P. — *Regularly on the Premises.* Individuals thirteen (13) years of age or older who are on the premise of a Day Care Facility and have access to the children for twelve (12) hours or more in any one (1) month period.~~
- ~~Q. — *School Age.* All persons resident of the state, between the ages of five (5) and twenty-one (21) years. The age of five (5) years shall be attained when the fifth anniversary of birth occurs on or before the first day of September of the school year in which the child is to enroll in kindergarten.~~
- ~~R. — *Staff.* Every individual who provides Day Care at a Day Care Facility; every employee or other individual who has unsupervised direct contact with children who attend a Day Care Facility; and every individual providing Day Care for more than twelve (12) hours in any one (1) month period (whether or not such individual is directly supervised or receives compensation).~~
- ~~S. — *Volunteer.* Every individual who provides service in a Day Care Facility (whether or not directly supervised) no more than twelve (12) hours in any one (1) month period and without any express or implied promise of compensation.~~

~~(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012; 2022-08, 09/19/2022)~~

~~Sec. 10-4. — License Required.~~

- ~~A. No Person shall maintain, operate, or permit to be operated within the City, any Day Care Facility, as herein defined unless a current and valid Day Care Facility license has been issued by the City as provided herein.~~
- ~~B. No Person shall maintain, operate, or permit to be maintained or operated, a Day Care Facility on Premises under such Person's control unless all necessary licenses for such operation shall have been so obtained and remain in effect.~~
- ~~C. Every Person who provides Day Care at a licensed Day Care Facility, other than a directly supervised Volunteer as defined in this Chapter, shall apply for a license within five (5) business days of the first day of employment at such licensed Day Care Facility. A Volunteer who intends to provide unsupervised Day Care shall be licensed. Any individual who provides Day Care for more than twelve (12) hours in any one (1) month period with or without any express or implied promise of compensation shall be licensed. Daycare providers must be sixteen years of age (16) or older to obtain a City of Moscow Provider's License and count in the child to provider ratios; however, providers sixteen (16) to seventeen (17) years of age may not provide unsupervised care for children in the facility, and must be supervised by an adult. An adult is defined as being eighteen (18) years of age and older.~~
- ~~D. Every owner, director, office staff member, staff, or other Day Care Facility employee who provides unsupervised Day Care shall be licensed. No unlicensed Day Care provider, including a Volunteer, or employee, or licensed provider under the age of eighteen (18), shall provide unsupervised Day Care on any occasion, including indoors, outdoors, rest periods, field trips, and the like.~~

~~(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2012-20, 09/17/2012; 2022-08, 09/19/2022)~~

~~Sec. 10-5. — Application Required.~~

- ~~A. 1. Applicant: Every Applicant seeking a license under this Chapter shall complete a form provided by the City, which shall include all information, releases and authorizations necessary to provide a complete criminal history background check as set forth herein.~~

Information to be provided to City for a Day Care Facility license shall include, but may not be limited to, a current list of all Owners, Director, Staff, and all individuals thirteen (13) years of age or older who will have unsupervised direct contact with children or are regularly on the Premises of a day care facility. In addition, an Applicant for a Day Care Facility license must designate one Person as Director, if applicable. Failure to provide the necessary information, releases or authorizations shall be grounds to deny a license or application. An Applicant may provide Day Care at more than one (1) Licensed Day Care Facility as long as all locations where Day Care services are to be provided by such Applicant are identified and meet the requirements provided herein.

2. ~~Corporation.~~ When the Applicant for such a license is a corporation, such corporation must be authorized to do business in the State of Idaho. The application shall be made by the Director of the Premises and such application shall contain all information required of an individual Applicant as provided herein. Such license to a corporation shall be revoked upon a change of Director. A new application and license shall be required before a Director other than the Director designated in the original application shall provide services at such Premises. After investigation as required herein and upon change of Director, the City may issue a license for an interim period of not to exceed sixty (60) days during which time the corporation shall make the new application for license, naming therein the new Director of the Premises.

3. ~~Partnership:~~ When the Applicant for such a license is a partnership, each active partner in the partnership shall join in the application for such license and shall furnish all of the information and recommendations required of an individual Applicant as provided herein and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.

4. ~~Association:~~ When the Applicant for such a license is an unincorporated association, the application shall be made by the officers of the association and Director of the Premises and shall contain all information required of an individual Applicant as provided herein and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.

B. ~~Additional Information May Be Required.~~

~~Upon application submission, if additional information is required by the City in order to complete the application or to clarify or explain an ambiguity, the applicant shall submit such information within thirty (30) days of original application date or change in circumstances. Failure to comply shall require applicant to submit a new application and fee.~~

~~(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2022-08, 09/19/2022)~~

~~Sec. 10-6. Temporary Licenses. [Repealed]~~

~~(Ord. 2005-06, 02/07/2005; 2022-08, 09/19/2022)~~

~~Sec. 10-7. Investigation. Background Check Required.~~

~~Before any license shall be issued under this Chapter, the City shall complete an investigation of every Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises of a day care facility, and an inspection of the Premises, except as otherwise provided. The purpose of the investigation is to determine whether the Applicant, Licensee, Owner, Director, Staff, individuals thirteen (13) years of age or older, and the Premises fully comply with all pertinent ordinances and~~

regulations of the City; to ensure that the Day Care Facility does not create a nuisance or danger to the public; and to require a criminal history background check for first-time applicants and license renewal applicants at least as stringent as that required by Idaho Code Title 39, Chapter 11.

— The City shall perform a background check on every Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises of a day care facility.

— Background checks and crime information requests made to the Federal Bureau of Investigation (FBI) shall be conducted pursuant to the authorizations provided in Idaho Code Section 56-1004A, and any other applicable law. Where possible and required herein, a background check on an individual under eighteen (18) years of age shall include a check of the juvenile justice records of adjudication of the magistrate division of the district court, county probation services, and department of health and welfare records in all jurisdictions in which such individual has lived since the age of twelve (12), as authorized by the minor and his or her parent or guardian.

A. ~~Requirements. To determine the suitability of prospective Day Care Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises, the Moscow Police Department or designee shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the FBI. Pursuant to Idaho Code Section 67-3008 and congressional enactment Public Law 92-544, the Moscow Police Department shall submit the required fees and a set of fingerprints obtained from the applicant to the ISP Bureau of Criminal Identification, for a criminal records' check of State and National databases per Public Law 92-544. The submission of fingerprints and information required by this Section shall be on forms prescribed by the ISP. The Moscow Police Department is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises. As required by State and Federal law, further dissemination or other use of the criminal history information is prohibited. The applicant authorizes the use of FBI records for the screening process.~~

B. ~~Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document issued by a governmental entity, as well as furnishing if such applicant has or has not been convicted of a crime and the particulars and description of the same. New fingerprints are required every two (2) years.~~

(Ord. 2001-18; 09/17/2001; 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2019-06, 07/01/2019; 2022-08, 09/19/2022)

Sec. 10-8. — Denial, Suspension, Revocation of License.

No Day Care license shall be issued, and a license may be denied, suspended or revoked:

A. ~~Where Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises, managing agent of a corporation, or active partner of a partnership has:~~

— 1. ~~Been found guilty of, plead guilty to, received a withheld judgment, or admitted to the elements of any offense involving neglect or any physical injury to or other abuse of a child,~~

~~any of the crimes enumerated in Idaho Code 39-1113(2), I.C. 18-4116 Indecent Exposure, or any substantially similar provision in another jurisdiction, notwithstanding the form of judgment(s).~~

- ~~2. Been classified as a voluntary patient or involuntary patient pursuant to Chapter 3, Title 66, Idaho Code, or similar provision in another jurisdiction, unless:~~
 - ~~a. Such Person has been released from, and is no longer under any form of treatment in relation to such classification, and~~
 - ~~b. Such Person has been examined by at least one (1) professional licensed to evaluate mental health and such professional certifies that the Person is no longer mentally ill and presents no threat or danger to any Child. Such examination shall not be at City expense.~~
- ~~3. Had his or her parental rights restricted or terminated by a Child protection action under Idaho Code, Section 16-1601 et seq., or Child custody termination action under Idaho Code, Section 16-2001 et seq.~~
- ~~4. A registered sex offender residing on the Premises where Day Care services are provided.~~
- ~~B. Where Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises, managing agent of a corporation, or active partner of a partnership has been found guilty of, plead guilty to, or received a withheld judgment, or admitted to the elements of any of the crimes enumerated in I.C. 39-1113(3), the following enumerated crimes, or any substantially similar provision in another jurisdiction, notwithstanding the form of judgment(s) for a period of five (5) years immediately preceding the date of application for license or renewal:~~
 - ~~1. Any felony violation of the Uniform Controlled Substances Act, Chapter 27, Title 37, Idaho Code. An individual must have pled guilty, been found guilty or received a withheld judgment to be denied under any misdemeanor violation of the Uniform Controlled Substance Act Chapter 27, Title 37, Idaho Code.~~
 - ~~2. Grand theft, section 18-2407(1), Idaho Code.~~
 - ~~3. Disseminating obscene material to minors, as defined in sections 18-1513 through 18-1515, Idaho Code.~~
 - ~~4. Arson, as defined in sections 18-801 through 18-803, Idaho Code.~~
 - ~~5. Driving under the influence of alcohol, drugs, or other intoxicating substances, section 18-8004, Idaho Code.~~
 - ~~6. Aggravated driving while under the influence of alcohol, drugs, or any other intoxicating substances, section 18-8006, Idaho Code.~~
 - ~~7. Reckless driving, section 49-1401(1), Idaho Code.~~
 - ~~8. Any felony as defined by Idaho Code, Section 18-111 and 18-111A, other than those listed in Subsection A.1. hereinabove.~~
 - ~~9. Any crime of physical violence against persons, other than those listed in Section A.1. hereinabove.~~
 - ~~10. Attempt, section 18-306, Idaho Code, conspiracy, section 18-1701, Idaho Code, or accessory after the fact, section 18-205, Idaho Code, to commit any of the crimes designated in this subsection.~~
- ~~C. For any Premise, unless all applicable codes, and other pertinent provisions of all City ordinances, including health requirements herein, as far as can be determined, are being complied with.~~
- ~~D. For any Applicant, Licensee, Owner, Director, Staff, or individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises,~~

~~where there is evidence demonstrating to the City that health or safety problems exist or are probable. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises shall be qualified to receive a license under this Chapter for a period of no less than one (1) year from the date of the health and/or safety problems which resulted in denial, revocation, or suspension of a license under this Chapter.~~

- ~~E. For any Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises, who has supplied false or misleading information, failed or refused to disclose any information required on the application form, or refused to authorize the police investigation required herein. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises shall be able to apply to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, suspension, or revocation of the license under this Subsection.~~
- ~~F. For any Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises, who has violated any of the provisions of this Chapter during licensure other than Subsection A of the "Denial of License" Section of this Chapter. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly on the Premises shall be qualified to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, suspension, or revocation of the license under this Subsection.~~

~~(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2022-08, 09/19/2022)~~

Sec. 10-9. Issuance of License.

- ~~A. Upon receipt of an application presented in due form to the Moscow Police Department which shows that such Applicant possesses all of the qualifications and none of the disqualifications herein and meets all of the requirements of this Code, the City shall issue such license to the Applicant. A Day Care Facility license shall be issued for an initial term to expire March 1 of the following year.~~
- ~~B. All licenses shall be in such form as the City may prescribe and shall contain the name, address, place of business, and date of expiration of such license and shall be authenticated by the signature of the Clerk, Deputy City Clerk, Building Official or Designee. The Day Care Facility license shall be posted in a conspicuous place at the Day Care Facility. A Day Care Poster shall also be posted in a conspicuous place within all licensed Day Care Facilities.~~
- ~~C. The names of all Staff and all individuals thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the Premises shall be provided to the Moscow Police Department within five (5) days of their initial hire date and/or establishment of residence. Fingerprints shall be provided to the Moscow Police Department for each such staff member and people who have unsupervised direct contact with children or are regularly on the premises.~~

~~(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2022-08, 09/19/2022)~~

Sec. 10-10. Fee.

~~Fee to be paid upon issuance or renewal of any license issued pursuant to this Chapter shall be set from time to time by resolution duly passed and adopted by the Council.~~
(Ord. 2005-06, 02/07/2005)

~~Sec. 10-11.—Day Care Facility License Renewal.~~

~~Any Day Care Facility license issued by the City may be renewed for an additional one (1) year upon the same terms and subject to the same application and requirements as provided herein. In order to be eligible for renewal, the applicant for a Day Care Facility license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. Whenever the Licensee desires to effect a change or addition of Premises or to renew the license, the Licensee shall notify the Moscow Police Department or designee and make application for a license in the same manner as in the first application, except that investigation provided for in the “Investigation” Section of this Chapter may be waived by the City where the Licensee provides an affidavit not less than thirty (30) days prior to the change or addition of Premises or expiration of the license asserting compliance to all requirements herein with the application for renewal. Inspection of a new Premise shall not be waived. No license issued by the City shall be assignable or transferable. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.~~
(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2022-08, 09/19/2022)

~~Sec. 10-12.—Day Care Provider License Renewal.~~

~~A Day Care Provider License issued under this Chapter shall be valid for one (1) year from the date of issuance. In order to be eligible for renewal, the applicant for a Day Care Provider license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. The provider must have a current infant CPR/First Aid certification and have completed a minimum of twelve (12) hours of training within the last year. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.~~
(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2022-08, 09/19/2022)

~~Sec. 10-13.—License Revocation and Duty to Notify of Ineligibility.~~

- ~~A.—A Day Care Facility license shall be revoked immediately whenever it is determined that the Licensee would be denied under the “Denial of License” Section of this Chapter.~~
~~B.—Every licensed Day Care Provider shall notify the City of any change in circumstance which renders the information on the application for Day Care license incorrect within five (5) business days of such change or such Day Care license shall be revoked immediately and such license shall be automatically null and void.~~
~~C.—If a license application is revoked or denied because of a disqualification contained in the “Denial of License” Section of this Chapter, no license shall be issued to an Applicant until the expiration of the time period for such disqualification and.~~
(Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010; 2022-08, 09/19/2022)

~~Sec. 10-14.—Notice.~~

- ~~A.—Prior to the revocation, suspension, or denial of renewal of a license as required herein, the Moscow Police Department or designee shall provide written notice of such revocation, suspension or denial of renewal to the Licensee or Applicant, as the case may be. Such written notice shall be sent by certified mail or hand delivery to the address provided in the~~

~~application or to the address of the Day Care Facility filed by such Licensee or Applicant. Such written notice shall state the reason(s) for such revocation, suspension, or denial and shall state that such Licensee or Applicant may request an appeal hearing as provided herein. Notice of revocation or denial of renewal is effective on the date such notice is delivered to Licensee or Applicant.~~

- ~~B. When the City certifies that there is an immediate danger to life or health of a Child, the Day Care Facility license or application may be immediately and summarily revoked, suspended, or denied. Under such conditions, notice of such revocation or denial will be given as soon as practicable thereafter.~~
- ~~C. Failure by the City to give notice as provided herein shall not establish a right to a license under this Chapter.~~

~~(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2022-08, 09/19/2022)~~

~~Sec. 10-15. Appeals.~~

- ~~A. If a license is revoked, or a license renewal or an application is denied for a reason other than disqualification under Subsection (A) or (B) of the "Denial of License" Section of this Chapter, the Licensee or Applicant may give notice of appeal of such revocation or denial to the City within ten (10) calendar days from the date the notice of revocation or denial was given. If a license application is revoked or denied because of disqualification of the Applicant or Licensee under Subsection (A) or (B) of the "Denial of License" Section of this Chapter, such disqualification shall not be waived.~~
- ~~B. Notice of appeal shall be in writing and delivered to the City Clerk. The City Council shall then set a time and place for such hearing and the City Clerk shall inform the Licensee or Applicant of the hearing date in writing, at least five (5) business days prior to such hearing.~~
- ~~C. The City Council may direct the City Clerk to issue a license which has been revoked or denied upon a finding of good cause for the issuance of such license.~~
- ~~D. Failure by an Applicant, person appealing, or their representative, to appear before the City Council at the time scheduled to hear such appeal shall result in the automatic denial of such appeal.~~

~~(Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2012-20, 09/17/2012; 2022-08, 09/19/2022)~~

~~Sec. 10-16. Insurance and Liability; Prepayment.~~

- ~~A. Each Facility required to be licensed shall maintain liability insurance in the amount of five hundred thousand dollars per occurrence/one million dollars aggregate (\$500,000/\$1,000,000) with the City listed as an additional insured for each licensed Day Care Facility and Premises. All policies of insurance shall require thirty (30) days' notice to the City by certified or regular mail of any cancellation or change affecting an interest or coverage. A current certificate of insurance shall be kept on file with the Moscow Police Department or designee at all times. The Licensee shall be responsible for all activities associated with the Day Care Facility and Premises, including the actions and inactions of every Person, Owner, Licensee, Director, Staff, Volunteer, Child, employee and individual, and shall hold the City harmless for same and shall indemnify and defend any claim filed against the City relating to all activities associated with the Day Care Facility and Premises and the provision of Day Care. Where Day Care is provided in a residence, an Applicant or Licensee may apply to Council for a waiver or modification of the insurance provisions in this Section.~~

~~B.—The issuance of a Day Care Facility license shall not constitute a representation or affirmation to any Person that the Day Care Facility to which a license is issued is free from risk with regard to the standards herein. The City shall not be liable for nor shall a cause of action exist for any loss or damage based upon the failure of any Person to meet the standards contained in this Ordinance.~~

~~C.—If the City receives notice of cancellation of a Licensee's liability insurance more than two (2) times during any one (1) year of licensure, such Licensee shall prepay the insurance policy for a minimum of twelve (12) months and shall provide proof of such prepayment to the Moscow Police Department or designee by the end of the next business day following the City's receipt of such notification. Failure to provide such proof of prepayment shall cause the license to be immediately revoked and the license shall be automatically null and void.~~

~~(Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2011-03, 05/16/2011; 2022-08, 09/19/2022)~~

Sec. 10-17.—Health Requirements.

~~A.—All Staff on the Premises of a Day Care Facility shall certify that each is in good health and that each has received required immunization against communicable disease. Any Director, Staff member of a Day Care Facility, Volunteer, or employee diagnosed with a communicable disease must not be present at a Day Care Facility until such disease is no longer communicable as declared by a licensed physician.~~

~~B.—1. Within fourteen (14) days of a child's initial attendance at any licensed Day Care Facility, the parent or guardian shall provide an immunization record to the Director of the Day Care Facility regarding the child's immunity to certain childhood diseases. This record, signed by a physician or the physician's representative or another licensed health care professional, shall verify that the child has received, or is in the process of receiving immunizations as specified by the state board of health and welfare, or can effectively demonstrate immunity through verification in a form approved by the City gained through prior contraction of the disease. Immunizations required and the manner and frequency of their administration shall conform to recognized standard medical practices in the State.~~

~~—2. Any minor child whose parent or guardian has submitted to the Director of a licensed Day Care Facility a certificate signed by a physician licensed by the state board of medicine stating that the physical condition of the child is such that all or any of the required immunizations would endanger the life or health of the child shall be exempt from the provisions of this Section. Any minor child whose parent or guardian has submitted a signed statement to the licensed Day Care Facility stating their objections on religious or other grounds shall be exempt from the provisions of this section.~~

~~C.—Every dog, cat, and ferret over four (4) months of age present in a licensed Day Care Facility shall be vaccinated against rabies and every owner of every such dog, cat and/or ferret shall retain proof of current vaccination.~~

~~(Ord. 2005-06, 02/07/2005; 2012-20, 09/17/2012; 2022-08, 09/19/2022)~~

Sec. 10-18.—Inspection.

~~Every Licensee shall keep and maintain such records as are required by the City, including employee and Staff records. Every Licensee shall, at all times during business hours, open the Day Care Facility records and each and every portion of the licensed Premises for inspection by the Moscow Police Department and other City departments for the purpose of inspection and~~

enforcement of any provision herein. The Moscow Police Department and/or City staff shall have the absolute right to enter the Premises of any Licensed Day Care Facility during business hours as often as is necessary to secure compliance with or to prevent a violation of this Chapter. The Moscow Police Department and/or City staff may initiate administrative and/or criminal action to enforce this Chapter.

(Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10-19. — Standards.

- ~~A. 1. Every licensed Day Care Facility, Licensee, Director and Staff shall comply with all safety standards in the area of the day care facility in which day care is being provided as set forth in Idaho Code Title 39, Chapter 11, Section 39-1109, and such other requirements as the Council may enact by Resolution.~~
- ~~2. Every licensed Day Care Facility shall also provide:~~
 - ~~a. Open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children.~~
 - ~~b. Visitation. Any parent or guardian shall have the absolute right to enter the premises of any facility during the period of care for the parent's or guardian's child or children. Any failure or refusal to allow entry to a parent or guardian may be grounds for suspension or revocation of the license. If a parent or guardian has been granted limited or has been denied visitation rights by a court of competent jurisdiction, this section shall not confer a right to visitation.~~
- ~~B. Every licensed Day Care Facility shall comply with all health standards as set forth in Idaho Code Title 39, Chapter 11, Section 39-1110, and such other requirements as the Council may enact by Resolution.~~
- ~~C. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to the requirements herein and all other applicable Titles and Chapters of this Code, except that no fire standards adopted by City Council that are applicable to this Day Care Facility Ordinance shall be more stringent than the standards contained in the International Fire Code, as adopted by the State of Idaho.~~
- ~~D. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to all life safety standards found in all applicable uniform standard codes which are adopted by the City as of the date of application for license, except for the Child-Staff ratios as modified in the Section of this Chapter entitled "Child-Staff Ratios".~~
- ~~E. Every licensed Day Care Facility having a flame source utility on its Premises shall have a carbon monoxide detector properly operating at all times within any enclosed area on every level or floor where children are present.~~
- ~~F. Every Day Care Facility Owner, Licensee, Director and Staff shall be required to obtain and keep current Red Cross, American Heart Association, or equivalent first aid treatment certification and child/infant cardiopulmonary resuscitation (CPR) and pediatric rescue breathing certification prior to licensure and shall keep such certifications current. Additionally, at least one (1) such certified adult shall be present at every Day Care Facility at all times a child is present at the Day Care Facility.~~
- ~~G. The minimum age of any Director shall be twenty-one (21) years of age. At least one (1) employee eighteen (18) years of age or older shall be present at all times when a child or~~

children are in attendance at a Day Care Facility. Day Care Facility Applicants and Licensees shall be precluded from hiring employees under fourteen (14) years of age.

H. ~~Every Day Care Facility Licensee, Director and Staff member shall be required to acquire four (4) hours or more of training in early childhood development and/or children's health and safety within thirty (30) days of employment in such Facility and shall thereafter obtain twelve (12) hours or more of such training on an annual basis. Such training within twelve (12) months prior to employment shall satisfy this requirement for the first year of employment. Proof of training shall be submitted to and approved by the City. The annual training required under this Subsection shall be in addition to the first aid and CPR requirement listed elsewhere in this Section.~~

I. ~~No Owner, Licensee, Director, or Staff member shall directly or indirectly:~~

- ~~1. Use or permit the consumption or use of any alcoholic beverage or smoking on the Premises while the children are present or are being cared for; or~~
- ~~2. Possess, use or permit the possession or use of any unlawful drug or narcotic, including marijuana, on the Premises; or~~
- ~~3. Use or permit a Volunteer or employee with a temporary license to provide Day Care to a Child without the physical presence and direct supervision of a Licensee, Owner, Director or licensed Staff member.~~

J. ~~Every sleeping or resting child shall be monitored at all times by at least one (1) Owner, Licensee, Director, or Staff, either in person or via live feed electronic equipment.~~

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012; 2022-08, 09/19/2022)

Sec. 10 20. Child Staff Ratios.

A. ~~1. A minimum Child Staff ratio of one (1) Director and/or Staff for every Twelve (12) points or fewer shall be maintained by a Day Care Facility at all times on the Premises, indoors, outdoors, on field trips and during rest periods. Any point(s) or fraction of points greater than twelve point zero (12.0) requires the presence of one (1) additional Director and/or Staff as determined from the following chart:~~

Age of Child	Points Per Child*
0 to less than 1 years	4
1 to less than 3 years	2
3 to less than 5 years	1
5 to less than 13 years	0.5
13 years and over	0 (zero)

~~*Example: A Day Care Facility with three (3) ten-month-olds (12 points) must maintain a Director and/or Staff of one (1). The enrollment of a five-year-old Child (0.5) to the Day Care Facility requires the addition of another Staff member.~~

- ~~2. Each Director and each Staff member on the Premises who is providing direct care or is actively involved with children shall be considered for purposes of computing a Child Staff ratio.~~
- ~~3. No unlicensed Volunteer shall be counted for purposes of computing a Child Staff ratio.~~
- ~~4. It shall be a violation of this Chapter to operate a licensed Day Care Facility with a Child Staff ratio not in compliance with this Section.~~

~~B. 1. On days where the school district in which a child resides holds classes, the number of children may be increased with the addition of school aged children (first grade and up) from 3:00 p.m. until 6:00 p.m. without affecting the classification of Day Care Facility, as set out herein. On days where the school district in which a child resides declares teacher work days, snow days, vacation days or otherwise cancels classes, the number of children may be increased with the addition of school aged children (first grade and up) without affecting the classification of Day Care Facility as set out herein.~~

- ~~a. Family Day Care Facility up to four (4) additional children.~~
- ~~b. Group Day Care Facility up to five (5) additional children.~~
- ~~c. Small Day Care Facility up to six (6) additional children.~~
- ~~d. Large Day Care Facility up to seven (7) additional children.~~

~~2. Children, for purposes of this Subsection, shall include (a) every school aged child of the Owners, Licensee, Director, and Staff present at a Day Care Facility; (b) children receiving direct care and supervision in such child's or legal guardian's own home; and (c) children who are Related.~~

~~(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012; 2022-08, 09/19/2022)~~

Sec. 10-21. No City Liability Created.

~~The issuance of a license by the City pursuant to this Chapter shall not constitute a representation of affirmance to any person that the Day Care Facility or person to whom a license is issued is free from risk with regard to the standards in this Chapter. The City shall not be liable for, nor shall a cause of action exist, for any loss or damage based upon the failure of any person to meet the standards contained in this Chapter, unless otherwise provided by Idaho Code or Federal law.~~

~~(Ord. 2011-06, 06/20/2011)~~

Sec. 10-22. Penalties and Additional Fees.

~~A. Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof in a court of competent jurisdiction, shall be punished pursuant to this Code and the Idaho Code. Each day of the violation shall be considered a separate offense.~~

~~B. Any Applicant, Owner, Director, Staff or Person convicted of a violation of this Chapter shall be denied a license and any current license shall be revoked.~~

~~C. The Moscow Police Department may charge a Day Care Facility Licensee an administrative fee for every contact or inspection required to ensure compliance with this Chapter where such contact or inspection is in excess of those necessary to process the license initially. Such administrative fee shall be established from time to time by resolution duly adopted by the Council, and shall be in addition to any other fee(s) and/or fine(s). Failure to pay such administrative fee shall result in revocation of the license for which such contact or inspection is required.~~

~~(Ord. 2005-06, 02/07/2005; 2011-06, 06/20/2011; 2022-08, 09/19/2022)~~

...

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining sections of Title 9 shall be in full force and effect.

SECTION 4: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Moscow. This Ordinance shall be in full force and effect on and after July 1, 2025.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
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 _____, 2025.

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 _____, 2025.

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, April 28, 2025



AGENDA ITEM TITLE

Proposed Repeal of Moscow City Code Title 10, Chapter 1, Section 1-16 (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Idaho Legislature passed House Bill 270, with an effective date of March 26, 2025, which amends Idaho Code Section 18-4116, the Indecent Exposure statute. House Bill 270 expands what acts are included in the crime of Indecent Exposure. Moscow City Code 10-1-16 is narrower in scope than House Bill 270; thereby creating a conflict between the two laws, which necessitates the City repealing Moscow City Code 10-1-16.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Ordinance repealing Title 10, Chapter 1, Section 1-16; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed Ordinance repealing Title 10, Chapter 1, Section 1-16.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2025- Repealing Title 10 CH 1 SEC16 _final

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REPEAL OF MOSCOW CITY CODE TITLE 10, CHAPTER 1, SECTION 1-16, PUBLIC NUDITY; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has the authority to enact laws that are not in conflict with the general laws or the constitution of the state of Idaho (Idaho Code Section 50-301); and

WHEREAS, House Bill 270 was passed with an effective date of March 26, 2025, that amends Idaho Code Section 18-4116 revising the Indecent Exposure statute expanding what acts are included in the crime of Indecent Exposure; and

WHEREAS, Moscow's City Ordinance addressing public nudity was adopted through Ordinance 2002-13 and is narrower in scope of what constitutes a violation than House Bill 270; thereby creating a conflict between the two laws, which necessitates the City repealing its Public Nudity ordinance;

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

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

SECTION 2: That Title 10, Chapter 1, Table of Contents of the Moscow City Code be, and the same is hereby amended as follows:

...

Sec. 1-1:	General Offense
Sec. 1-2:	Deposits of Injurious Material on Thoroughfares
Sec. 1-3:	Expectorating on Sidewalk or in Public Buildings
Sec. 1-4:	False Representation
Sec. 1-5:	Fraudulently Avoiding Payment of Admission Fees
Sec. 1-6:	Giving Assistance to Law Enforcement Officers
Sec. 1-7:	Keeping of Junk Restricted
Sec. 1-8:	Malicious Injury to Property
Sec. 1-9:	Mufflers; Unnecessary Noise
Sec. 1-10:	Urinate
Sec. 1-11:	Playing in Streets Prohibited
Sec. 1-12:	Alcoholic Beverages, Open Containers Prohibited
Sec. 1-13:	Minors; Running Away From Home
Sec. 1-14:	False Alarm

Sec. 1-15: Trespass
 Sec. 1-16: ~~Public Nudity~~
 Sec. 1-17: Throwing Substances at Vehicles
 Sec. 1-18: Laser Pointers
 Sec. 1-19: Parades
 Sec. 1-20: Selling from Vehicles on Streets, Highways and Public Rights-of-Way
 Sec. 1-21: Tampering with Parking Control Devices
 Sec. 1-22: No Posting on Fences or Buildings or Poles
 Sec. 1-23: Prohibit Smoking in Bars
 Sec. 1-24: Placement of Materials in Thoroughfares Prohibited
 Sec. 1-25: Fire Hydrant Obstruction
 Sec. 1-26: Nuisance Fire Alarms Prohibited
 ...

SECTION 3: That Title 10, Chapter 1, Section 1-16 of the Moscow City Code be, and the same is hereby repealed in its entirety:

...

~~Sec. 1-16. Public Nudity.~~

~~A. Definitions:~~

- ~~1. Pubescent or post-pubescent female breast. This shall include the entire breast once a female begins puberty and continuing throughout her adult life, but shall not include any portion of breast cleavage.~~
- ~~2. Breast cleavage. The middle depression or furrow between pubescent or post-pubescent female breasts. The nipple, the entire areola, and the area contiguous to the areola including the cleft between the breast and the body below the areola which extends upward toward the arm or underarm is not considered cleavage.~~
- ~~3. Opaque. Material which is not transparent or translucent. Body paint, body dyes, tattoos, liquid latex whether wet or dried, and similar substances shall not be considered opaque covering.~~

~~B. No person shall willfully expose to view or fail to cover completely and opaquely any portion of such person's anus, cleft of the buttocks, genitals, and the pubescent or postpubescent female breast on or in any public place or place open to public view.~~

~~C. Exposure of any portion of a female's breast while she is in the act of breastfeeding a baby is not a violation of this Section.~~

~~D. This Section shall not apply to a person who is prepubescent.~~

~~(Ord. 82-1487, 3/1/82) Ref. Idaho Code § 18-4101 et seq.; Ord. 2002-13, 07/15/2002~~

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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 the remaining provisions. The remaining sections of Title 10, Chapter 1 shall be in full force and effect.

SECTION 5: EFFECTIVE DATE. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the

City of Moscow. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
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 _____, 2025.

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 _____, 2025.

Laurie M. Hopkins, City Clerk