

Administrative Committee



Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

Monday, June 22, 2026

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 May 26, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Rendezvous in the Park Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

Rendezvous in Moscow, Inc. is hosting its annual music and arts festival, Rendezvous in the Park, on July 17-18, 2026, in East City Park. The festival features live, family-friendly concerts in the evenings, a two-day arts festival for children during the mornings, food vendors, and one licensed beer/wine vendor. Following standard operating procedures for events with alcohol within a City Park, Rendezvous in Moscow, Inc. is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 4 p.m. and 10 p.m. during the aforementioned dates. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event; or provide staff further direction.

3. PUBLIC MEETING: Lot Division at 924 Public Avenue (ACTION ITEM) - Lucy Faley

The applicants, Renee and Emmett Love and Isaak and Aven Julye, are requesting a lot division to create two lots of approximately 1.62 and 2.81 acres in size as well as an unbuildable tract of approximately 0.59 acres in size on their existing five acre parcel located at 924 Public Avenue. An existing single-family dwelling, 924 Public Avenue, will remain on the newly created southern lot. The subject property is located in the Single-Family Residential (R-1) Zoning District. Within the R-1 zone, lots are required to be a minimum of 9,600 square feet in size, have a minimum lot width of eighty (80) feet, and have forty (40) feet of public street frontage. Both proposed lots meet the minimum lot area and width requirements of the R-1 Zone and the existing single-family dwelling will meet all setback requirements. The applicants intend to donate the unbuildable tract to Palouse-Clearwater Environmental Institute to use as a pedestrian

path. Property owners within 600 feet of the subject property have been notified of the proposed division and a sign was posted on the subject property seven (7) days prior to the public meeting date.

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.

4. Indefinite Trailer Permit at 1824 E. D Street (ACTION ITEM) - Lucy Falcy

Under MCC Section 6-1-6, City Council may grant a temporary trailer permit for an indefinite period if unusual hardship is shown by the issuance of an ordinary 60 day permit. The permit for an indefinite period shall only be issued upon showing that the trailer is used to house an aged, infirm, or ill member of the immediate family of the owner of the parcel of land upon which said trailer is situated and upon which the owner of said parcel of land himself resides; and such permit shall only remain in existence until the termination of the condition which required the application for a special permit due to hardship. A request has been made to the Planning Division for an Indefinite Trailer Permit at 1824 E. D Street in the City of Moscow. The applicant, Ryan Urie, is requesting long-term placement of a 33-foot travel trailer to be occupied by his mother and father, aged 79 and 84. The applicant has submitted a letter, photos, and a site plan of the subject property for the Council's review.

PROPOSED ACTIONS: Recommend approval of the proposed Indefinite Trailer Permit in accordance with the submitted application and provisions of MCC Section 6-1-6, Recommend denial of the proposed Indefinite Trailer Permit, or take other action deemed appropriate.

5. City Shop Mural Artist Selection (ACTION ITEM) - Megan Cherry

Following Council's approval of the muralist RFQ for the City Shop on December 1, 2025, artist submissions were accepted from January 5 – March 2, 2026. A total of 21 artists submitted qualifications for consideration. A Selection Panel made up of artists, neighborhood residents, City staff, and Moscow Arts Commission (MAC) members reviewed the submissions and recommended four finalists to create site-specific designs. The MAC voted to recommend those finalists during their regular meeting on Tuesday, April 14th. The finalists presented designs, which were reviewed by the Selection Panel on June 3, 2026. Those designs are available to view here: <https://moscowarts.submittable.com/gallery/20796d7e-9f79-4a1f-b0f1-0aa1db5f44d7>. A public input period was open from May 26 – 29, 2026. A total of 43 people responded, with results in the packet. The Panel recommended that the MAC and City Council select either the design by Sasha Primo or the one by Taylor Shaw, each with slight adjustments to the design. The MAC discussed the designs during their regular meeting on June 9 and recommended moving forward with "Forged in Moscow" by Taylor Shaw, in Colorway #1. Recommended updates to the design include removing the side-by-side, cement truck, and woodchipper, as well as incorporating more figures and park-related subject matter in their place. Following City Council approval, Arts and City Shop staff will work with the artist to complete design edits and will present the final design to the Mayor and City Administration for approval.

PROPOSED ACTIONS: Recommend approval of the design by Taylor Shaw, with revisions as recommended by the Moscow Arts Commission, and the associated professional services agreement, or take such other action deemed appropriate.

6. Moscow Police Department Sculpture Artist Selection (ACTION ITEM) - Megan Cherry

Following Council's approval of the sculpture RFQ for the Moscow Police Department on February 2, 2026, artist submissions were accepted from February 6 – March 27, 2026. A total of six artists submitted qualifications for consideration. A Selection Panel made up of artists, current and retired MPD officers, City staff, and Moscow Arts Commission (MAC) members

reviewed the submissions and recommended two finalists to create site-specific designs. The MAC voted to recommend those finalists during their regular meeting on Tuesday, April 14th. The finalists presented designs, which were reviewed by the Selection Panel on June 2, 2026. Those designs are available to view here: <https://moscowarts.submittable.com/gallery/cf3db467-c437-4510-8be8-e9304e840d04>. A public input period was open from May 26 – 29, 2026. A total of 89 people responded, with results in the packet. The Panel recommended that the MAC and City Council select “Eternal Watch” by Ken McCall with slight adjustments to the design. The MAC discussed the designs during their regular meeting on June 9 and recommended moving forward with McCall’s design. Recommended updates to the design include adjusting the scale and position of the wings. Following City Council approval, MPD, Arts and Facilities staff will work with the artist to complete design edits and will present the final design to the Mayor and City Administration for approval.

PROPOSED ACTIONS: Recommend approval of the design by Ken McCall, with edits as recommended by the MAC, and the associated professional services agreement, or take such other action deemed appropriate.

7. Ordinance Amending Moscow City Code Title 4, Chapters 1, 3, 4, and 6 Regarding Single-Family Dwellings, Two-Family Dwellings, and Bed and Breakfast Inns (ACTION ITEM) - Mike Ray

The City of Moscow Community Development Department over the past few years has observed the evolution of building plans being submitted for two-family dwellings which increasingly have multi-family elements. The City has received building permits for the construction of buildings that are portrayed as two-family dwellings, but which appear to contain multiple individual dwelling units intended to be rented as separate dwelling units and function as multiple family dwelling units. These multi-family-like but portrayed as two-family dwellings appear to be intentionally intended to avoid life safety, ADA accessibility, and off-street parking that would otherwise be required for multi-family dwelling units to protect the safety and welfare of the occupants of multi-family dwellings and mitigate the impacts of the use upon the surrounding neighborhood. The Planning and Zoning Commission has identified the need to mitigate the immediate impact upon the surrounding neighborhoods by preparing an ordinance to amend certain definitions, ensure there is adequate open space, and require sufficient off-street parking. Additionally, in order to be in compliance with House Bill No. 583 upon its effective date of July 1, 2026, the City is amending the use table to allow Bed and Breakfast Inns as a permitted use in all zoning districts in which single-family dwellings are permitted. The Planning and Zoning Commission conducted a public hearing on the proposed ordinance on May 13, 2026, and unanimously recommended approval to City Council. The public hearing before City Council has been scheduled for July 6, 2026.

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming July 6, 2026, meeting; 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 adaordinator@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

Tuesday, May 26, 2026

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Bryce Blankenship, Sage McCetich, Scott Sumner

OTHERS: Council Member Kelly

STAFF: Bill Belknap, Mia Bautista, Nichoel Baird Spencer, Anthony Dahlinger, Scott Bontrager, Bob Buvel, Luke, Hadja, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Administrative Committee April 27, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Approval of FBI Gem State Crimes Against Children Task Force Memorandum of Understanding and Reimbursement Agreement (ACTION ITEM) - Anthony Dahlinger

The Moscow Police Department (MPD) has partnered with the Idaho Crimes Against Children (ICAC) Task Force with the Idaho Attorney General's Office for many years. Unfortunately, that partnership has ended as of May 1, 2026. MPD remains committed to protecting children in our community as well as assisting other law enforcement partners to protect the children of the region. It is with this commitment that MPD is seeking City Council approval to join the newly formed FBI Gem State Crimes Against Children (GSCAC) task force.

PROPOSED ACTIONS: Recommend approval of FBI Gem State Crimes Against Children Task Force Memorandum of Understanding and Reimbursement Agreement, or provide staff further direction.

Dahlinger introduced the item as written above. Moscow has a history of working cooperatively with them. This will just make it a formal partnership with the ability to receive reimbursement of overtime. A vehicle is provided as well. The Committee recommended approval and that it be placed on the Council regular agenda.

3. Approval of Agreement for Victim Assistance with Alternatives to Violence of the Palouse (ACTION ITEM) - Anthony Dahlinger

The Moscow Police Department (MPD) has utilized the victim assistance services provided by the Alternatives to Violence of the Palouse (ATVP) during incidents involving victims of sexual assault and domestic violence for many years. Since 2014, MPD has budgeted funds which were provided to ATVP for their services. With the passage of Resolution 2024-25, which altered the City's Procurement and Purchasing Policy, the need for a written agreement between the City of Moscow and ATVP for their victim assistance services arose. The Moscow Police Department is asking City Council to approve the agreement for services with ATVP.

PROPOSED ACTIONS: Recommend approval of agreement for Victim Assistance with Alternatives to Violence of the Palouse, or provide staff with further direction.

Dahlinger introduced the item as written above. When dispatched for violent crimes, officers can call them and they will send advocates to talk to victims regarding housing options and assistance. There The support is a fixed amount approved through the annual budget. Having no questions and showing support, the Committee recommended approval and that it be placed on the Council consent agenda.

4. Asphalt Rubber Chip Seal 2026 - Bid Results (ACTION ITEM) - Bob Buvel

This project's scope is to apply an Asphalt Rubber Chip Seal to approximately 29,472 square yards of roadways along Blaine Street from Third to Troy Road and Garfield Street from "F" Street to First Street. This project is part of our pavement preservation program. The City published an advertisement for bids on April 18, 2026 and April 25, 2026. The Engineer's Estimate for construction was \$412,608.00. Bids were opened on May 5, 2026, at which one (1) bid was received. The bid was \$537,864.00 by Doolittle Construction, LLC. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Recommend rejection of the bid from Doolittle Construction, LLC or provide staff with further direction.

Buvel introduced the item and provided the details of an asphalt rubber chip seal which involves a lot of specialized chemicals. While Doolittle Construction is experienced with the project, the bid was way past the budgeted amount. The engineer's estimate was based on the last asphalt rubber chip seal including a 3% increase. Staff reached out to Doolittle Construction who explained the asphalt rubber chip seals are not done in the Pacific Northwest anymore and the equipment would have to be shipped up from New Mexico. While an asphalt rubber chip seal does use recycled products, it still has petrol and oil related products which are currently at a high cost. Contractors are moving away from this type of project due to preparation of the road, using a specialized product and being more difficult than other chip seals, perhaps due to weather in the PNW. Staff will be looking into what other municipalities are moving to. The Committee recommended approval and that it be placed on the Council consent agenda.

5. KN 23902 & 23903; N&S Mountain View Pedestrian Improvements - Professional Services Agreement for Construction Engineering and Inspection (ACTION ITEM) - Scott Bontrager / Luke Hajda

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council (LHTAC), funded a federal-aid project for FY2026 to improve two segments of non-motorized transportation gaps on Mountain View Road. These improvements include completing sidewalk and bike lanes from Slonaker Drive to F Street and Joseph Street to Paradise Creek. The construction contract for the project was awarded by Moscow City Council in April to LaRiviere Inc., in the amount of \$1,025,088.98. A request for information (RFI) was issued by LHTAC for construction engineering and inspection on February 23rd, 2026, and two qualified engineering firms responded by the March 6th deadline. A three-person panel (one LHTAC engineer and two City Staff) independently rated the statement of qualifications, and a consensus was reached on the selection of HMH Engineering, LLC. The professional services agreement between the City of Moscow and HMH Engineering was negotiated on Monday, April 6th, 2026, in the amount of \$169,812.00. This amount equates to 16.6% of the construction contract amount, which both the LHTAC and City Staff deem reasonable for contract administration and construction inspection on a federal-aid project. The agreement has been reviewed and approved by the City Legal Department.

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement with HMH Engineering LLC.; or provide staff further direction.

Hajda introduced the item as written above. He went through the project history and specifics of the improvements. The City match is \$12,464 which is 7.34% of the contact amount. Both lanes near the

pool will be open during construction the majority of the time. When traffic needs to be restricted, the entrance on F Street to the west of the Hamilton Indoor Recreation Center can be used. The Committee recommended approval and that it be placed on the Council consent agenda.

6. Proposed Ordinance to Amend the Entertainment District Open Container Exemption to Allow Liquor (ACTION ITEM) - Bill Belknap

The Mayor and City Council recently received a letter from the Moscow Chamber of Commerce & Visitor Center and the Downtown Business Alliance requesting the City Council to consider the allowance of liquor to be served during permitted events held within the downtown Entertainment District. Ordinance 2021-11, passed on August 16, 2021, allows the City Council to suspend the prohibition of open containers of alcohol during permitted events within the designated Entertainment District by resolution. Ordinance 2021-11 specifically limits this exemption to the service of beer and wine. This was reviewed by the Administrative Committee on April 27, 2026, and the City Council on May 4, 2026, at which time staff was directed to prepare an ordinance to allow liquor at Entertainment District events. The proposed Ordinance amending Title 10, Chapter 1 of Moscow City Code is now before the Council for consideration.

PROPOSED ACTIONS: Recommend approval of the proposed ordinance, or provide staff further direction.

Belknap introduced the item as written above. The Committee discussed this proposal previously and had no questions. The Committee recommended approval of the ordinance and that it be placed on the Council regular agenda.

ADJOURN

The meeting adjourned at 4:31 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 22, 2026



AGENDA ITEM TITLE

Rendezvous in the Park Alcohol Use Request in East City Park (ACTION ITEM) - Amanda Argona

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Rendezvous in Moscow, Inc. is hosting its annual music and arts festival, Rendezvous in the Park, on July 17-18, 2026, in East City Park. The festival features live, family-friendly concerts in the evenings, a two-day arts festival for children during the mornings, food vendors, and one licensed beer/wine vendor. Following standard operating procedures for events with alcohol within a City Park, Rendezvous in Moscow, Inc. is requesting the allowance of attendees to possess and consume alcoholic beverages within the event footprint during the hours of 4 p.m. and 10 p.m. during the aforementioned dates. Per Moscow City Code, Section 5-13-4, a draft resolution has been prepared by the Community Events Division and reviewed by the Legal Department for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the possession and consumption of alcoholic beverages in East City Park within the event footprint of Rendezvous in the Park during the listed times and dates of the event.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2026 - Beer-Wine_Rendezvous in the Park_final

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND WINE IN EAST CITY PARK UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 5-13-4.B; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code Title 5, Chapter 13, Section 13-4.B., Title 9, Chapter 6, Section 6-35 and Title 9, Chapter 8, Section 8-17 prohibit the possession of alcoholic beverages while present in a public park in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, East City Park in Moscow is a City park as defined in Moscow City Code Title 5, Chapter 13, Section 13-3.C. (hereinafter “the Park”); and

WHEREAS, Rendezvous in Moscow, Inc.(hereinafter “the Event Sponsor”) desires to have its sponsored event, Rendezvous in the Park (hereinafter “the Permitted Event”), in the Park (see Attachment “A”); and

WHEREAS, the Permitted Event is an event or series of events sponsored by Event Sponsor, intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prevent the sale and consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND CONSUMPTION OF BEER AND WINE FROM JULY 17, 2026, THROUGH JULY 18, 2026:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent, nor shall it apply to any event other than the Permitted Event held on the 17th day of July, 2026, from 4 p.m. to 10 p.m and the 18th day of July, 2026, from 4 p.m. to 10 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event. City shall be named as an additional insured on the insurance policy of the licensed vendor.
3. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Agreement, attached as Attachment “B”, with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor use of the Park premises.
4. The Moscow Police Chief or their designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time they reasonably determine that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or their designee to terminate all or part of the Permitted Event.

Vendor:

1. There shall be only one (1) licensed vendor of beer and/or wine at the Permitted Event;

2. Event Sponsor is required to ensure that all beer and wine shall be sold only by a licensed vendor.
3. The licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Park during the Permitted Event; described herein.
5. The vendor shall provide at least two (2) persons to check proper identification for those who shall be sold beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed no less than ten feet (10') from the vendor's sales or dispensing counter.
6. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required or the use of a private security firm shall be utilized and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee and the Event Sponsor shall be responsible for all payment and costs associated with all security services.
7. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the locations, dimensions of, and relative distances between the following within the Park: (a) the beer and wine sales, dispensing, and consumption area; (b) the event barrier, entry and exit points; (c) identification checking station; and (d) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow City Parks and Facilities Manager or their designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and wine sales and consumption shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. The designated beer and wine sales and service area shall be physically separated from the rest of the Park by a barricade which is no less than forty-four inches (44") tall and which is constructed so no person can pass under, over, or through it except at established entry and exit points located, as shown, on the site map required by this Resolution. All sales, dispensing, service, and consumption shall take place inside the approved barricade.
4. No person shall be allowed to purchase, consume or possess beer and/or wine other than within the area designated for beer and wine sales and consumption as shown on the map required by this Resolution.
5. There shall be no more than one (1) entrance and one (1) exit to each area designated for beer and wine consumption, as shown on the map required by this Resolution.

6. All beer and wine shall be dispensed in and consumed from the designated Event container.
7. Every occupant within the area designated for beer and wine consumption shall provide identification to law enforcement officers or City employees who request it.
8. No person under twenty-one (21) years of age shall be present in the area designated for beer and wine sales or consumption at any time beer and/or wine is being served.
9. A sign shall be prominently posted at or near the entrance and exit to the Event stating that the purchase and/or use of wristbands and the purchase and/or consumption of alcohol by persons under twenty-one (21) years of age is prohibited.
10. Beer and wine shall be sold and consumed only within the designated areas at the Park only between the hours of 4 p.m. and 10 p.m. local time, during the Permitted Event.
11. No person shall carry or consume any alcoholic beverage within the Park which is not purchased or dispensed from the licensed vendor at the Permitted Event and consumed within the approved consumption area. Consumption of alcohol within the Park and outside of the approved consumption area shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the Event, any remaining required fee established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Scott Sumner	_____	_____	_____	_____
Sage McCetich	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Even Holmes	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ___ day of _____, 2026.

Hailey Lewis, Mayor

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

Laurie M. Hopkins, City Clerk

DRAFT

Attachment "A"



Attachment "B"

AGREEMENT TO DEFEND, TO HOLD HARMLESS
AND TO INDEMNIFY BETWEEN CITY OF MOSCOW, IDAHO
AND RENDEZVOUS IN MOSCOW, INC., FOR
THE RENDEZVOUS IN THE PARK EVENT

THIS AGREEMENT TO DEFEND, TO HOLD HARMLESS AND TO INDEMNIFY, between City of Moscow, Idaho (hereinafter "CITY") and Rendezvous in Moscow, Inc. (hereinafter "SPONSOR"), is made and entered into this ___ day of _____, 2026.

WHEREAS, Resolution No. 2026-_____ of the City of Moscow, Idaho, passed and approved on the ___ day of _____, 2026, provides, in part, for the group holding the approved event to enter into an agreement with CITY to defend, hold harmless and indemnify CITY, its agents, servants, employees, officers, and contractors from any and all claims, causes of action, or damages which may arise from the SPONSOR's use of CITY Park premises for the approved event; and

WHEREAS, this Agreement meets such requirement;

NOW, THEREFORE, CITY and SPONSOR agree as follows:

AGREEMENT TO DEFEND, HOLD HARMLESS, AND INDEMNIFY;

SPONSOR, through its duly and specifically authorized agents, hereby releases CITY and agrees, contracts and covenants not to bring suit, and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all legal and equitable claims, causes of actions, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives to which SPONSOR might otherwise be immune, arising from the Event scheduled to occur July 17-18, 2026, permitted under the terms of Resolution No. 2026-_____.

SPONSOR expressly agrees that this indemnity provision extends to any and all claims, losses, actions or judgments for damages to property or injury, sickness or death to persons, arising out of, or in connection with, the acts and/or any performances or activities of SPONSOR, SPONSOR's officers, employees, agents, and representatives, or caused by the presence, dispensing, sale, gift, or ingestion of alcohol by SPONSOR or its officers, employees, agents, and representative including, but not limited to, the caterer and/or vendor of alcohol during the Event.

Inspection, review and acceptance by CITY of any activity performed by or during the Event or any activity or non-activity by CITY police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY contained in this Agreement.

SPONSOR agrees that they (i) have read the foregoing Agreement, understand it, and agree with its contents and conditions; (ii) have had an opportunity to speak with legal counsel prior to signing this Agreement; and (iii) understand that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement.

I, Graham Lilly, acknowledge, declare and 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 have the authority to bind Rendezvous in Moscow, Inc. to this Agreement. If I am signing this Agreement utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

SIGNED this ____ day of _____, 2026.

RENDEZVOUS IN MOSCOW, INC.

CITY OF MOSCOW, IDAHO

Graham Lilly

Hailey Lewis, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 22, 2026



AGENDA ITEM TITLE

PUBLIC MEETING: Lot Division at 924 Public Avenue (ACTION ITEM) - Lucy Falcy

RESPONSIBLE STAFF

Lucy Falcy, Planner

ADDITIONAL PRESENTER(S)

DESCRIPTION

The applicants, Renee and Emmett Love and Isaak and Aven Julye, are requesting a lot division to create two lots of approximately 1.62 and 2.81 acres in size as well as an unbuildable tract of approximately 0.59 acres in size from their existing five acre parcel located at 924 Public Avenue. An existing single-family dwelling, 924 Public Avenue, will remain on the newly created southern lot and will be approximately 146 feet from its newly created northern lot line. The applicants intend to donate the unbuildable tract to Palouse-Clearwater Environmental Institute to use as a pedestrian path. This tract gains access off of a pedestrian access easement along the Cherry Blossom Lane frontage on the eastern boundary of the proposed northern lot. The pedestrian tract comprises a thirty-five (35) foot wide strip along the eastern and northern boundary of proposed northern lot until it connects with property owned by Palouse-Clearwater Environmental Institute at the site's northwest corner.

The subject property is located in the Single-Family Residential (R-1) Zoning District. Within the R-1 zone, lots are required to be a minimum of 9,600 square feet in size, have a minimum lot width of eighty (80) feet, and have forty (40) feet of public street frontage. Both proposed lots meet the minimum lot area and width requirements of the R-1 Zone and the existing single-family dwelling will meet all setback requirements. The proposed northern lot will have fifty (50) feet of right-of-way frontage along Cherry Blossom Lane and the southern lot will maintain its historic frontage along Public Avenue.

This lot division does not trigger parkland dedication requirements. Property owners within 600 feet of the subject property have been notified of the proposed division and a sign was posted on the subject property seven (7) days prior to the public meeting date.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the lot division request with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Lot Division Application
2. Notice of Public Meeting

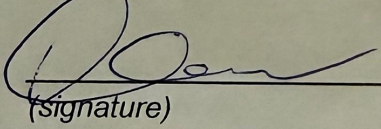
May 1st, 2026

To Mayor Lewis and Members of the Moscow City Council,

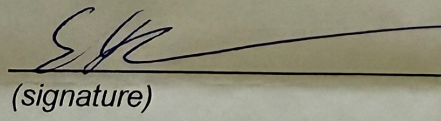
Please accept this as written notice of our intent to divide our property on the corner of Public Avenue and Peach Tree Drive in Moscow, Idaho (survey and legal description attached). We intend to divide the property into three parcels: 1) Parcel 1, containing 2.81 acres (to be owned by Renee and Emmett Love), 2) Tract A, containing .059 acres (to be owned by the Palouse-Clearwater Environmental Institute), and 3) Parcel 2, containing 1.62 acres (to be owned by Isaak and Aven Julye). Since PCEI provides our community with nature trails, we would like to donate a 35'-wide public access pathway on the north and east borders of Parcel 1 to PCEI to provide another public entry point to the walking paths. This is designated as Tract A, and is a non-buildable tract. This proposed lot division does not trigger parkland dedication requirements per Moscow City Code: Title 5, Chapter 1, Section 1-5 F.

During the development of Peach Tree Drive, access to the northern part of the property was created via Cherry Blossom Lane. Cherry Blossom Lane would provide access to the northern part of the property (Parcel 1 and Tract A), and the existing driveway on Public Avenue will continue to provide access to the southern portion of the property (Parcel 2). Each of the property owners are providing their signatures below to show approval of this request. If you have any questions, please do not hesitate to contact us.

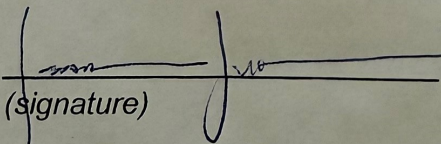
Renee Love


(signature) 5-5-26 (date) 208-310-5191 (phone number)

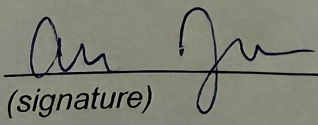
Emmett Love


(signature) 5-5-26 (date) 208-310-0020 (phone number)

Isaak Julye


(signature) 5.5.26 (date) 208 310 5353 (phone number)

Aven Julye


(signature) 5/5/26 (date) 208-874-7986 (phone number)

Existing Lot - 924 Public Avenue, RPM00000080800

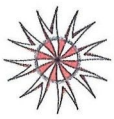
A parcel of land located in the NW1/4 NE1/4 of Section 8, Township 39 North, Range 5 West, B.M., being more particularly described as follows (derived from Warranty Deed, Inst. No. 606969):

BEGINNING at a point 450 feet East of the Northwest corner of the NE1/4 of said Section 8; running thence East on Section line 300 feet; thence South 742.5 feet; thence West 300 feet; thence North 742.5 feet to the PLACE OF BEGINNING.

This does not match the modern survey completed on the property. New legal descriptions will be submitted and recorded along with this new survey. The modern description is as follows:

BEGINNING at a point 456.14 East of the Northwest corner of the NE1/4 of said Section 8; running thence East on Section line 293.79 feet; thence South 737.66 feet; thence West 297.75 feet; thence North 737.68 feet to the PLACE OF BEGINNING.





Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

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

PROPERTY DESCRIPTION FOR PCEI TRACT A

A tract of land located in the northwest quarter of the northeast quarter of Section 8, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northeast quarter of Section 8; Thence along the north line thereof, S 88°44'47" E, 456.14 feet to the northwest corner of a parcel of land described in Warranty Deed, Inst. No. 606969, Latah County Records, and the POINT OF BEGINNING;

Thence along the north line thereof, S 89°08'26" E, 293.79 feet to the northeast corner of said deed;

Thence along the east line thereof, S 00°46'47" W, 471.70 feet;

Thence leaving said east line, N 89°13'13" W, 35.00 feet;

Thence N 00°46'47" E, 436.75 feet;

Thence N 89°08'26" W, 258.98 feet to a point on the west line of said deed;

Thence along said west line, N 01°05'14" E, 35.00 feet to the POINT OF BEGINNING.

Containing 0.59 Acres, more or less.

TOGETHER WITH: A limited public access easement serving the aforementioned parcel for pedestrian use only, located in the northwest quarter of the northeast quarter of Section 8, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northeast quarter of Section 8; Thence along the north line thereof, S 88°44'47" E, 456.14 feet to the northwest corner of a parcel of land described in Warranty Deed, Inst. No. 606969, Latah County Records; Thence along the north line thereof, S 89°08'26" E, 293.79 feet to the northeast corner of said deed; Thence along the east line thereof, S 00°46'47" W, 471.70 feet to the POINT OF BEGINNING;

Thence continuing along said east line, S 00°46'47" W, 50.00 feet;

Thence leaving said east line, N 81°05'11" W, 35.36 feet;

Thence N 00°46'47" E, 45.00 feet;

Thence S 89°13'13" E, 35.00 feet to the POINT OF BEGINNING.

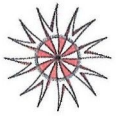
Containing 1,663 Square Feet, more or less.

This description was prepared by Michael E. Dahlin on August 13, 2024.
This description was revised by Michael E. Dahlin on May 1, 2026.



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





Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

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

PROPERTY DESCRIPTION FOR EMMETT & RENEE LOVE LD PARCEL 1

A parcel of land located in the northwest quarter of the northeast quarter of Section 8, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northeast quarter of Section 8; Thence along the north line thereof, S 88°44'47" E, 456.14 feet to the northwest corner of a parcel of land described in Warranty Deed, Inst. No. 606969, Latah County Records; Thence along the west line thereof, S 01°05'14" W, 35.00 feet to the POINT OF BEGINNING;

Thence continuing along said west line, S 01°05'14" W, 444.75 feet;
Thence leaving said west line, S 81°05'11" E, 299.38 feet to a point on the east line of said deed;
Thence along said east line, N 00°46'47" E, 50.00 feet;
Thence leaving said east line, N 89°13'13" W, 35.00 feet;
Thence N 00°46'47" E, 436.75 feet;
Thence N 89°08'26" W, 258.98 feet to the POINT OF BEGINNING.

Containing 2.81 Acres, more or less.

SUBJECT TO: A limited public access easement serving Tract A, as shown on Record of Survey, Inst. No. 635880 for pedestrian use only, located in the northwest quarter of the northeast quarter of Section 8, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northeast quarter of Section 8; Thence along the north line thereof, S 88°44'47" E, 456.14 feet to the northwest corner of a parcel of land described in Warranty Deed, Inst. No. 606969, Latah County Records; Thence along the north line thereof, S 89°08'26" E, 293.79 feet to the northeast corner of said deed; Thence along the east line thereof, S 00°46'47" W, 471.70 feet to the POINT OF BEGINNING;

Thence continuing along said east line, S 00°46'47" W, 50.00 feet;
Thence leaving said east line, N 81°05'11" W, 35.36 feet;
Thence N 00°46'47" E, 45.00 feet;
Thence S 89°13'13" E, 35.00 feet to the POINT OF BEGINNING.

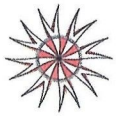
Containing 1,663 Square Feet, more or less.

This description was prepared by Michael E. Dahlin on August 13, 2024.
This description was revised by Michael E. Dahlin on May 1, 2026.



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Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

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

PROPERTY DESCRIPTION FOR ISAAK AND AVEN JULYE LD PARCEL 2

A parcel of land located in the northwest quarter of the northeast quarter of Section 8, Township 39 North, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northeast quarter of Section 8; Thence along the north line thereof, S 88°44'47" E, 456.14 feet to the northwest corner of a parcel of land described in Warranty Deed, Inst. No. 606969, Latah County Records; Thence along the west line thereof, S 01°05'14" W, 479.75 feet to the POINT OF BEGINNING;

Thence continuing along said west line, S 01°05'14" W, 257.93 feet to the southwest corner of said deed;

Thence along the south line thereof, S 89°08'37" E, 297.75 feet to the southeast corner of said deed;

Thence along the east line thereof, N 00°46'47" E, 215.96 feet;

Thence leaving said east line, N 81°05'11" W, 299.38 feet to the POINT OF BEGINNING.

Containing 1.62 Acres, more or less.

This description was prepared by Michael E. Dahlin on August 13, 2024.

This description was revised by Michael E. Dahlin on May 1, 2026.



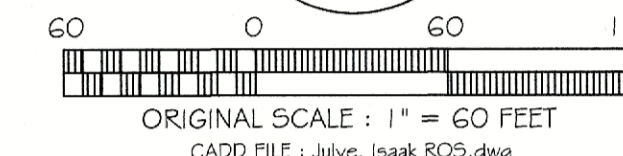
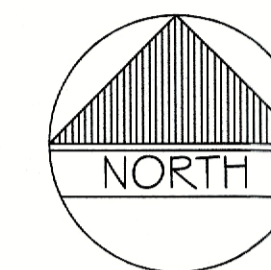
129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net



T 39 N, R 5 W, S 8

AMENDED RECORD OF SURVEY

A Land Division Located in the NW 1/4 of the NE 1/4 of Section 8, T39N, R5W, Boise Meridian, City of Moscow, Latah County, Idaho



LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap PLS 17534
- Found 5/8" rebar w/ no cap or as described
- ⊕ Set 1/2" X 24" long rebar w/ easement cap PLS 17534
- ⊕ Found Section or 1/4 Section Corner
- ⊕ Found Sectional Subdivision Corner
- ③ Subdivision Lot Number
- ▭ Building
- (M) Measured
- (R) Record Per Survey References
- Subject Property Boundary Line
- Section Line
- Section Subdivision Line
- City Street Centerline
- City Street Right of Way Line
- Adjacent Property Line
- Easement Line
- Subdivision Lot Lines

SURVEY REFERENCES

1. Warranty Deed, Inst. No. 606969
2. Warranty Deed, Inst. No. 452750
3. Warranty Deed, Inst. No. 491468
4. Warranty Deed, Inst. No. 510562
5. Warranty Deed, Inst. No. 537203
6. Warranty Deed, Inst. No. 628422
7. Warranty Deed, Inst. No. 629347
8. Quitclaim Deed, Inst. No. 485816
9. Quitclaim Deed, Inst. No. 580174
10. Quitclaim Deed, Inst. No. 629555
11. Record of Survey, Inst. No. 301622, PLS 3003, 1979
12. Record of Survey, Inst. No. 447494, PLS 2058, 1999
13. Record of Survey, Inst. No. 590092, PLS 10162, 2018
14. Record of Survey, Inst. No. 618846, PLS 17534, 2021
15. Orchard Meadows Subdivision, Inst. No. 451746, PLS 2058, 2000
16. Record of Survey, Inst. No. 635880, PLS 17534, 2024

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act. This survey map was prepared at the request of Isaaq Julye, in May, 2026.



Michael E. Dahlin - Idaho Professional Land Surveyor

COUNTY RECORDER CERTIFICATE

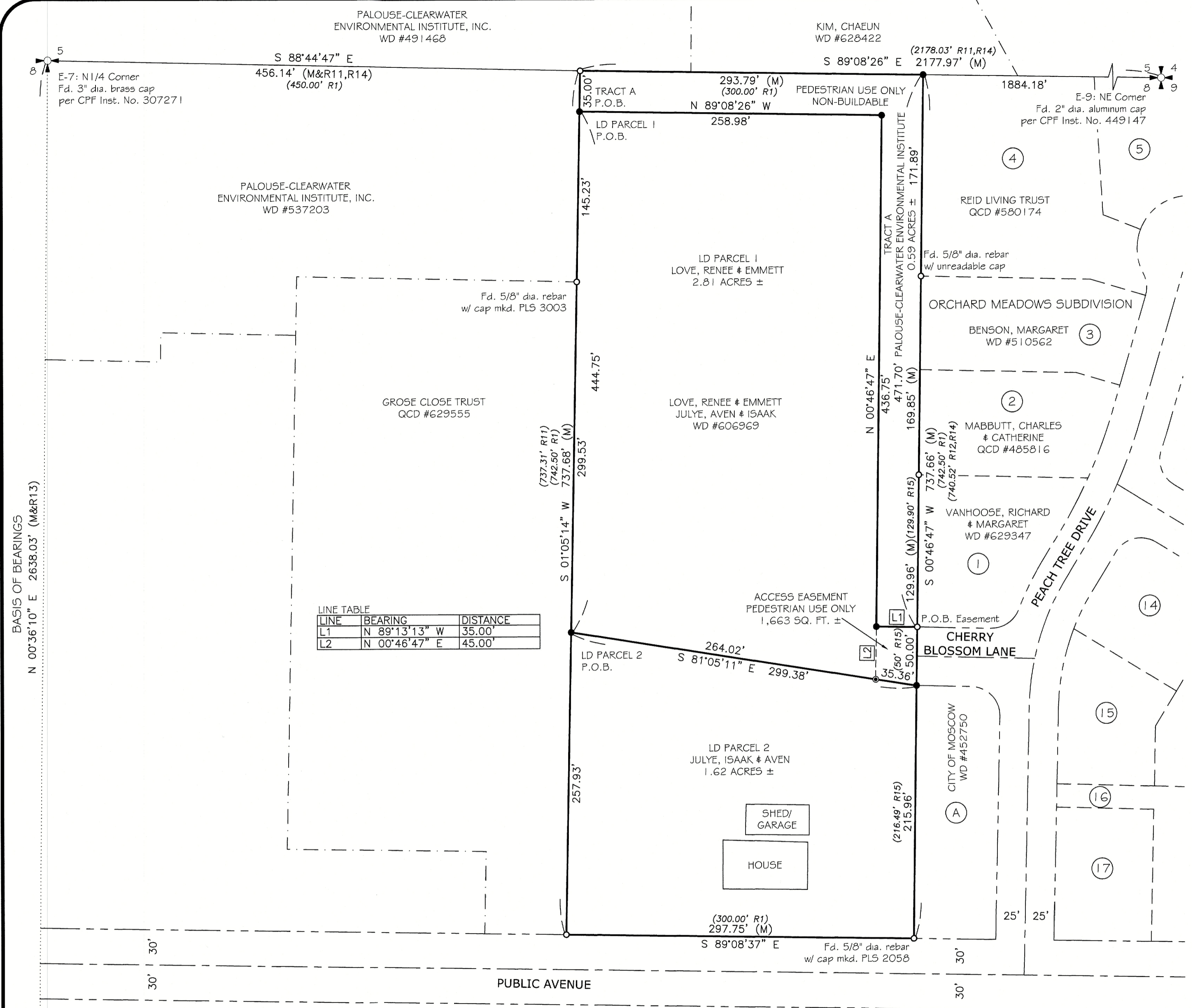
STATE OF IDAHO, COUNTY OF LATAH
 RECORDED AT THE REQUEST OF _____
 AT _____ THIS _____ DAY OF _____
 RECORDER _____
 DEPUTY _____

RIM ROCK CONSULTING, INC.

Land Surveying
 Site Planning
 Mapping

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

SHEET
 1
 OF
 1



LINE	BEARING	DISTANCE
L1	N 89°13'13" W	35.00'
L2	N 00°46'47" E	45.00'

BASIS OF BEARINGS
 N 00°36'10" E 2638.03' (M&R13)

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found center quarter corner and the found north quarter corner of Section 8, said bearing being N 00°36'10" E.

G-7: C1/4 Corner
 Fd. 1/2" dia. Iron Pipe
 per ROS Inst. No. 439429

DATE	STATE	COUNTY	PROJECT	DRAWN BY
MAY 2026	ID	LATAH	JULYE - LD	CMM

SURVEYOR NARRATIVE

1. The purpose of this survey is to amend Record of Survey Inst. No. 635880, Latah County Records to comply with current City of Moscow requirements.
2. The north line of Section 8 has an angle break at the northwest corner of the subject property as shown hereon. The same break has been shown per Record of Survey Inst. No. 301622 & 618846.
3. The non-conforming parcel, Tract A, will be for the purposes of a walkway at the client's request.
4. The northeast corner of the parent parcel was reestablished by holding the found monuments along the east line and projected north to intersect with the Section line.
5. Legal descriptions have been prepared and will be filed under separate documentation.
6. This survey was conducted without a title search. It does not show the existence of all easements and or encumbrances recorded or unrecorded that may affect this property.

NOTICE OF PUBLIC MEETING

Proposed Lot Division of 5 acre Parcel Located at 924 Public Avenue within the City of Moscow as Shown on the Vicinity Map Below. Permit Application LUP2026-0011

A public meeting before the Administration Committee of the City Council will be conducted during which the following proposal will be considered:

Proposed lot division to create two lots of approximately 2.81 acres and 1.62 acres, and a pedestrian access tract of approximately 0.59 acres, from the existing 5 acre parcel. The intent is to separate the lot into two parcels for individual ownership and donate the non-buildable tract to Palouse-Clearwater Environmental Institute.

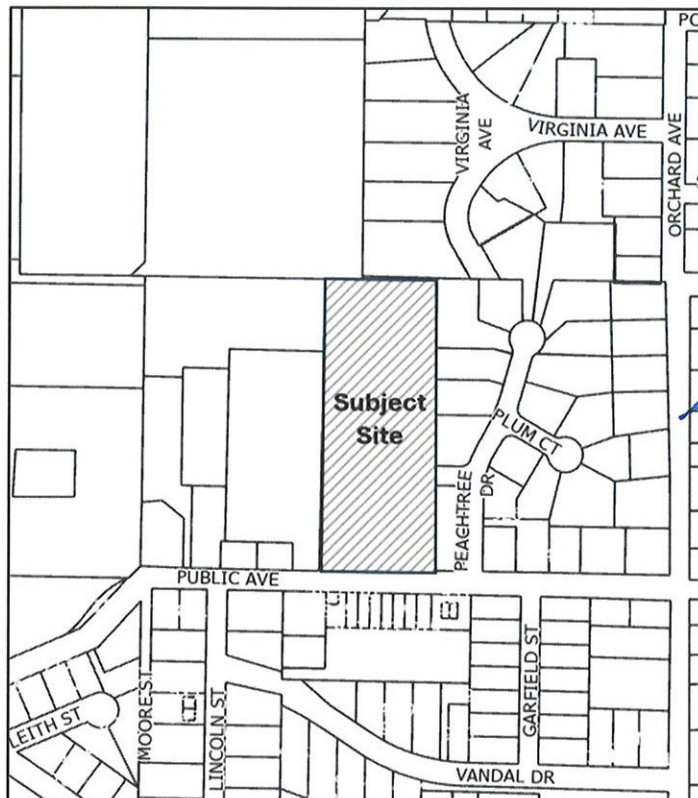
MEETING DATE: Monday, June 22, 2026

LOCATION OF MEETING: Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 4:00 p.m.

Note: Meeting start time is not necessarily indicative of the start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine the start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter. You may obtain further information about the public hearing process and procedures on the City Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie M. Hopkins, Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Published: Saturday, June 6, 2026



City of Moscow Community Development

Memo

To: Mayor and City Council

Cc: Bill Belknap, City Administrator; Laurie Hopkins, City Clerk

From: Lucy Falcy, Planner I

Date: June 15, 2026

Re: Indefinite Trailer Permit at 1824 E. D Street

Under Section 6-1-4 of Moscow City Code, persons are allowed to make an application to the Zoning Administrator in order to reside in a temporary trailer (RV) for a period not to exceed sixty (60) days. Such permits are not renewable and no second permit may be issued during any one calendar year.

However, under MCC Section 6-1-6, City Council may grant on special application in writing, a permit for an indefinite period if unusual hardship is shown by the issuance of an ordinary permit. The permit for an indefinite period shall only be issued upon showing that the trailer is used to house an aged, infirm, or ill member of the immediate family of the owner of the parcel of land upon which said trailer is situated and upon which the owner of said parcel of land himself resides; and such permit shall only remain in existence until the termination of the condition which required the application for a special permit due to hardship. It is also provided that in such an event the owner of the ground upon which the trailer is situated shall not charge any rent for the space occupied by the trailer. The owner shall only be permitted to keep the trailer on the grounds during the time that the trailer is occupied by the aged, infirm, or ill member of the immediate family of the owner of the land.

A request has been made to the Planning Division for an indefinite trailer permit at 1824 E. D Street in the City of Moscow. The applicant, Ryan Urie, is requesting long term placement of a 33 foot travel trailer to be occupied by the applicant's mother and father, aged 79 and 84. The applicant has submitted a letter, photos, and a site plan of the subject property for the Council's review.

On June 1, 2026, the applicants received a temporary RV permit that is valid until August 1, 2026. The RV is currently sitting on a concrete pad and concrete patio pavers. Water and electrical hookups are available adjacent to the trailer. Mr. Urie's parents are currently using the sanitary facilities within the main house. Per MCC 6-1-7, the RV must be hooked into the sanitary sewer facilities if located on the site long-term. As the property is within a Special Flood Hazard Area, the trailer will also need to meet the flood protection measures outlined in MCC 4-5-5-B-4. The property is zoned Single-Family Residential - Moderate Density (R-2) and is nearly 12,500 square feet in area.

To Whom It May Concern,

My name is Ryan Urie, and I own and reside at 1824 E. D St. in Moscow. I am writing to request that my Application for a Temporary RV Permit (MCC Title 6, Chapter 1 - attached) be extended to an indefinite period, per Sec. 1-6 A, as the trailer is used to house my parents, Leonn and Janice Urie, aged 84 and 79 respectively. I do not charge them rent (Sec. 1-6 B). Per Sec. 1-7, my parents currently have full access to toileting and shower facilities in my house that is on the property and intend to have a permanent sewer hookup installed for their RV once this residency permit is approved. Please contact me with any questions or concern. Thank you for you consideration,



Ryan Urie
(208) 596-0650
traigo12@gmail.com



CITY OF MOSCOW
COMMUNITY DEVELOPMENT
Ph: 208-883-7008
504 S. Washington Street
jfleischman@ci.moscow.id.us
mray@ci.moscow.id.us

APPLICATION FOR TEMPORARY RV PERMIT (MCC Title 6, Chapter 1)

(Please type or print plainly with blue ink.)

- Applicant Name: Leonn Urie Phone/Email: (208) 931-2348 / LEONNURIE @ YAHOO.COM
- Names of all persons who will reside in RV: Leonn Urie, Janice Urie
- General description of the RV for identification: White Arctic Fox RV: Silver Fox Edition w/ Gray Trim
- Applicant's automobile license number: 1L 9876 U
- Location where RV will be situated: 1824 E. D St.
- Name and contact information of person owning, leasing, or managing grounds who gave permission to applicant to park RV upon the proposed location: Ryan Urie, (208) 596-0650, TRAI0012@GMAIL.COM
- Description of toilet and sanitary facilities: Residents have access to standard bathroom in the landowner's house and intend to install a permanent sewer hookup for the RV itself.

By signing below, the applicant and landowner/lessor/manager acknowledges they have reviewed Moscow City Code Title 06 Chapter 01 and agree to the terms provided therein.

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

Leonn Urie

Signature of Applicant

May 29, 2026

Date

Ryan Urie

Signature of Landowner/Lessor/Manager

May 29, 2026

Date

CITY USE ONLY BELOW THIS LINE

Permission is hereby granted to Leonn + Janice Urie for use of a RV at 1824 E D Street, on property owned by Ryan Urie, and will be used for living purposes only, on a temporary basis.

This permit shall expire at 11:50 P.M. on the 1 day of August, 2026.

[Signature]

Zoning Administrator's Signature

6/01/26

Date

RV Permit Application for 1824 E. D St.

RV Length: 33 feet

RV Height: 10 feet

Existing Amenities: Electrical and water hookups. Concrete pad. Steps for access. Toileting facilities in the on-site house. We are planning to install sewer hookup once the RV permitting process is complete.

Screening: There is a four-foot tall garden box and a six-foot tall cedar plank fence the entire length of the site between the RV and the neighboring property. A cedar plank gate and several trees screen the view of the RV from the street. (See attached photos)

Hardship: My parents, who will be living in the RV, are 79 and 84 years of age. They have no other family to depend on, nor can they afford to live elsewhere in Moscow.

Site Plan

The blue line indicates the property boundary. The red rectangle is the approximate location of the RV. There is 5 feet of distance between the RV and the boundary fence with the neighbors.

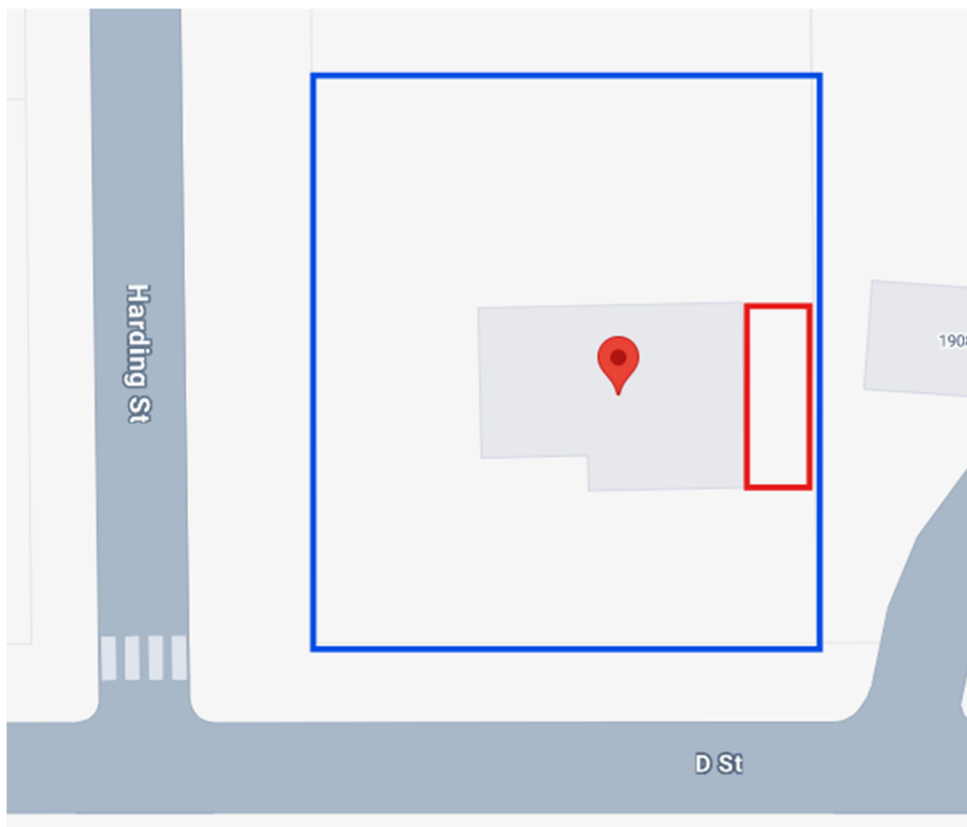


Photo 1: View From the Street



Photo 2: View From the Front



Photo 3: Front of Trailer with Garden Box and Fence



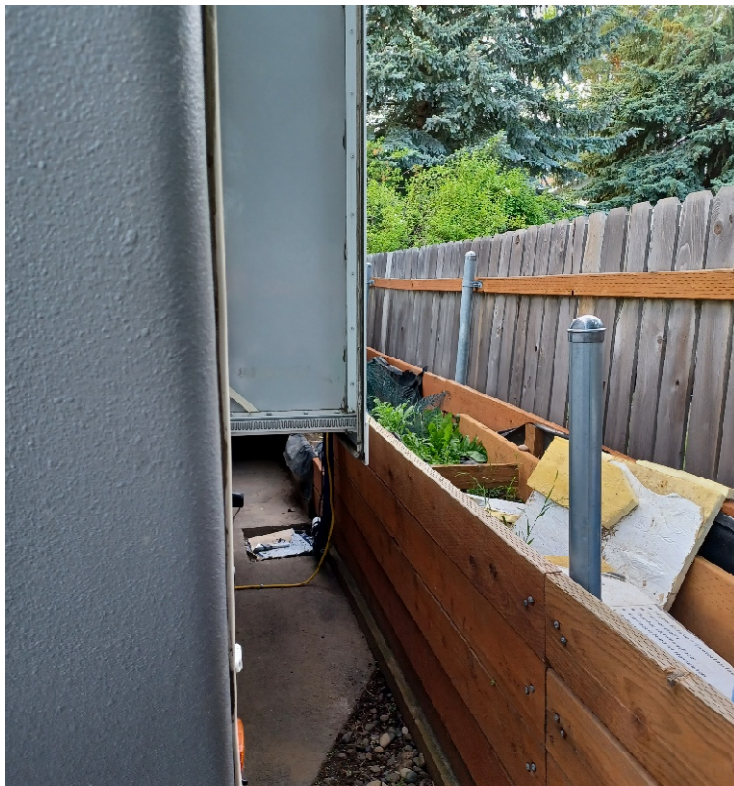
Photo 4: Walkway Between Trailer and House (hookups circled in red)



Photo 5: Rear of Trailer



Photo 6: Screening Between RV and Neighbors



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 22, 2026



AGENDA ITEM TITLE

City Shop Mural Artist Selection (ACTION ITEM) - Megan Cherry

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Following Council’s approval of the muralist RFQ for the City Shop, artist submissions were accepted from January 5 – March 2, 2026. A total of 21 artists submitted qualifications for consideration. A Selection Panel made up of artists, neighborhood residents, City staff, and Moscow Arts Commission (MAC) members reviewed the submissions and recommended four finalists to create site-specific designs. The MAC voted to recommend those finalists during their regular meeting on Tuesday, April 14th. The finalists presented designs, which were reviewed by the Selection Panel on June 3, 2026. Those designs are available to view here: <https://moscowarts.submittable.com/gallery/20796d7e-9f79-4a1f-b0f1-0aa1db5f44d7>. A public input period was open from May 26 – 29, 2026. A total of 43 people responded, with results in the packet. The Panel recommended that the MAC and City Council select either the design by Sasha Primo or the one by Taylor Shaw, each with slight adjustments to the design. The MAC discussed the designs during their regular meeting on June 9 and recommended moving forward with “Forged in Moscow” by Taylor Shaw, in Colorway #1 as presented by the artist. Recommended updates to the design include removing the side-by-side, cement truck, and woodchipper, incorporating more figures and park-related subject matter in their place. Following City Council approval, Arts and City Shop staff will work with the artist to complete design edits and will present the final design to the Mayor and City Administration for approval.

REVIEWED BY

Selection Panel, Moscow Arts Commission, City Attorney

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the design by Taylor Shaw, with revisions as recommended by the Moscow Arts Commission, and the associated professional services agreement, or take such other action deemed appropriate.

STAFF RECOMMENDATION

Staff recommends approval of the design by Taylor Shaw, with revisions as recommended by the MAC, and the associated professional services agreement.

OTHER RESOURCES

FISCAL IMPACT

Costs for this project are anticipated expenses in the FY26 budget.

PERSONNEL IMPACT

This project represents an investment of staff time that was anticipated at the project's outset.

ATTACHMENTS

1. Mural at City Shop_Community Input on Finalist Designs
2. 2026_Mural at City Shop_Shaw, Taylor_Forged in Moscow_Artist Statement
3. 2026_Mural at City Shop_Shaw, Taylor_Artwork Commission_final with attachments

ID	Submission Date	Comment on Taylor Shaw's Proposal	Comment on Matt Sunderman's Proposal	Comment on Sasha Primo's Proposal	Comment on Joshua Martel's Proposal
17723	5/26/2026 14:30	This is a really vibrant, fun, and colorful piece! I prefer Colorway 2.	This appears to be a very active piece that seems like it would integrate cleanly into the surrounding landscape. I particularly like the way people are at the center of this design and engaged in so many different activities that the City Shop is responsible for supporting.	I like the way this piece prominently brings elements of nature into an otherwise industrial-feeling space. I think the artist succeeded in creating a design that feels calm, open, and readable at a distance while connecting city work to the broader landscape.	Visually, this piece is very pleasing and I like the simple, flowing design. Unfortunately, I think this submission misses the mark; I struggle to see how this design connects to City Shop equipment and people.
17724	5/26/2026 15:09	Very colorful and fun to look at (hopefully not too distracting to drivers). This is my choice #2.		These are really nice! I like them - would be my first choice.	
17734	5/26/2026 15:59	I enjoy the bold color choice and the solid, thoughtful composition. This is my favorite out of these submissions.	Personally, the submission would be my second choice. The composition looks well thought through.	I like how this one is locally relevant, but I don't love the color choices and wish they were more bold and precise.	I like the flow of this one, but I wish it was a little more interesting. It is kind of generic too, and I feel it would fit a Palouse themed prompt more than it does city shop prompt.
17739	5/26/2026 17:40				They all have the stench of public funds set on fire. Don't be upping our tax burden by 3% a year and wasting it on frippery such as this.
17740	5/26/2026 18:30		It is so incredibly embarrassing for AI to have made it this far in the selection process. It will be extremely dissapointing if this is the image chosen.		This design has nice lines, but I do not like the color palette for a mural.
17742	5/26/2026 20:14		Very cool design. Really connects the hard working people with the yard and community as a whole.		
17746	5/26/2026 22:03	We don't need Communist based art that looks AI generated. Don't like it	We don't need Communist based art that looks AI generated. I don't like this.	This looks like a simple Photoshop trace filter. There is no design. It's bland and ugly.	I like this a lot. It is simple but sophisticated. It actually looks like art and not AI generated garbage
17750	5/27/2026 5:22	Too loud and obnoxious	Too busy		
17754	5/27/2026 6:32			This is beautiful! I love the soft colors and hard lines it seems very natural and I would love to see it in person.	
17756	5/27/2026 7:59			I like this the best, it has a flowing quality and understated beauty. More like Moscow is to me. And since I live close to the mural, this would be perfect.	
17757	5/27/2026 8:11	This is very cluttered and hard to figure out what it is. I do not like this.	So cluttered. Bad design to look at from afar.	I love this artwork. The thought out landscape concept of it all is so lovely.	Very boring, far too simple.
17760	5/27/2026 8:26	Colorway 1 is the best option	This is bad AI slop and will not translate well to a mural.	The only part of this mural that will read well from a distance is the snowplow. It also has too much white and will reflect light into cars passing by and nearby properties.	This is just lazy and should not be an option
17766	5/27/2026 9:01	Sure looks to me like this is generated in AI.	Also looks and sounds like AI.	This also looks like AI.	This may be original work, but I can generate something pretty close to this in about 5 minutes with Chad GPT.
17772	5/27/2026 10:31		This one is my Favorite!		
17775	5/27/2026 11:46	I am not a fan of this color pallette or the geometric design of this piece. It is too harsh for the size and would scream at you on a large scale.	I really appreciate the jewel tones of this design and how he's made the people doing the work prominent, as well as providing different types of workers, electricians, construction etc.. I also love the park and rolling hills in the background. He has found a way to honor the people and bring in the natural beauty of the palouse.	I really appreciate the winter scene here and the focus on the plow that is so overlooked. I do not like the large signature. It takes away from who we are trying to honor.	
17777	5/27/2026 11:51	Colorway 2 is too bright/garish. Colorway 1 is fun, but it doesn't really represent Moscow.	This would be my pick. It's complex, it's not garish, it's just fun to keep looking at.	Good job representing elements of Moscow, but the overall design seems too simplistic, and the colors (while they give a great nod to UI branding) come across as pretty drab.	Nope nope nope. This just looks like an accident.
17778	5/27/2026 11:56				This is deeply unattractive and just plain ugly.
17786	5/27/2026 12:16	Kinda fun, but also kinda generic. Feels more like a kid bedroom decor.	Enjoyable art style, and might meet the prompt best, but doesn't feel specific to Moscow.	This one feels the most uniquely Moscow. And seems like the best reflection of the city.	Boring.
17788	5/27/2026 12:20		I love how this one highlights the PEOPLE that work to make the city what it is!		
17792	5/27/2026 12:31	I prefer this one.			

ID	Submission Date	Comment on Taylor Shaw's Proposal	Comment on Matt Sunderman's Proposal	Comment on Sasha Primo's Proposal	Comment on Joshua Martel's Proposal
17794	5/27/2026 12:34	This one is my favorite! Especially in Colorway 1. Dramatic and fun. There's enough complexity that it wouldn't get boring to look at.			
17799	5/27/2026 12:57	I find road construction inconvenient and ugly, most citizens want less traffic orange, not more.	This one's a bit Soviet Propoganda-esque. Not my favorite.	I like the aesthetic of this one - the beautiful lines and color ways.	This one is also visually pleasing and high-concept.
17802	5/27/2026 13:22			I would choose Sasha Primo's Image A for this space. I like how it is surrounded by nature, and how the blue on the left flows into the purple and red greenery on the right. I think the snowplow is a really fun addition, but I like that it's not the main focal piece of the artwork here. It is just an amazing part of the overall landscape in this scene, telling our ever evolving story of the Moscow Palouse.	
17804	5/27/2026 13:44	I love this one, especially the first colorway. This is everything good about construction- hard workers kids pretend to be! Cool equipment kids beg for for Christmas! Multiple types of equipment! This is the kind of mural id stop and look at with my kids. It's also just wonderfully aesthetically pleasing.	This is way too dark and gritty. This is the kind of construction site you keep your head down as you walk past because of the cat calls. This is neverending toil and drudgery. I dont hate it, quite, but i might take an alternate route so i dont have to look at it.	This one's nice. The snow plow weirds me out for some reason-love that it's featured, but kinda jarring.	Im sorry but i hate this for the space. I understand it in an artistic way but what does it have to do with the prompt?? I also thought it was wood grain at first. Boring, boring, boring. I wouldnt know it was an actual commissioned mural unless someone told me.
17819	5/27/2026 16:49				This one is a no. It lacks talent
17821	5/27/2026 17:21	This is a nice tribute to the workers, but it will make the neighborhood look too industrial.	Interesting, but again, this makes the neighborhood look too industrial.	Yes! This is it. I like the combination of pathways, a nod to the city workers, but mostly about the beautiful place we live in.	I don't think it has enough color.
17823	5/27/2026 17:29	Luke, age 10, thinks this one is the most noticeable.		Grace, age 12, likes this one because it looks like Moscow.	This one is not as noticeable and not as exciting as the others.
17837	5/27/2026 22:18	Meh	Best	Ok	No
17840	5/27/2026 22:59		I think this work best embodies the theme of city workers and their never ending role in the community.	This one would be my second choice - it's a really beautiful piece but I don't feel it fully encompasses the theme	This would be my third choice. I love that it's utilitarian and works with the architecture but also embodies the Palouse
17843	5/27/2026 23:25	The colors are cool but it's not Moscow/Palouse specific. It looks like Microsoft clipart sadly, please no.	Better than the first one.	The best one	Almost awesome. Looks kinda like the Sahara though.
17844	5/27/2026 23:29	This one is too garish. The colors are headache-inducing. It doesn't tie uniquely to this area. It looks like it could belong in New York City intead of Moscow. Definitely my least favorite choice.	This one does a nice job of conveying the hard work of laborers but is too busy. There's too much going on and nothing to draw the eye to a focal point.	This is the absolute best choice. It's beautiful and honors the hard work of snow plow drivers, gives a nice nod to the university, and highlights the natural beauty and agricultural heritage of the area. Image A combines all the elements really well.	I get what the artist is trying to do but it's too abstract. It just ends up looking like scribbles. Sasha Primo is my favorite, I probably would have liked Joshua Martel's if it was an actual picture of the Palouse. Simple is better with these murals.
17853	5/28/2026 7:30				
17854	5/28/2026 7:38	While the colors are fun, the art has strong Soviet era references. We might be Moscow, but not that Moscow.	Too busy to tell what's happening unless up close.	This mural is a pleasant blend of local flora and Moscow landmarks. It isn't so busy as to be obnoxious to neighbors but still has interesting elements and colors. A nice choice.	Also simple and nice.
17855	5/28/2026 7:38	This is it! Wonderful! Will be able to see through fence and vehicles parked.	Not bright enough. Does not talk to kids.	Too bland.	Not relative to the work.
17867	5/28/2026 14:45	Excellent. This would look great. Taylor captures the essence of the work and celebrates the workers. I like his statement about the art showing the coordinated system that keeps our city functioning with the awe and wonder of a young person is spot on. And it the execution of that idea is perfect. The composition and bright style is very pleasing. This and Proposal 2 are a win-win. They would look equally good gracing our roadside.	Another excellent offering. Like Taylor, Matt captures the essence of the team-work that goes into keep your city functional. I'm very fond of the WPA influence and he executes the style with great skill and understanding. So, as stated in my other comment, Proposal's 1 & 2 are a win-win for our city.	Too computer/coloring book style for me. We need more real art. Please don't choose this one.	No. This is an overdone visual meme for the Palouse. Not a good execution of it, either. Please don't do this one.

ID	Submission Date	Comment on Taylor Shaw's Proposal	Comment on Matt Sunderman's Proposal	Comment on Sasha Primo's Proposal	Comment on Joshua Martel's Proposal
17871	5/28/2026 16:44		This is my favorite of the proposals, I like that it draws from colors naturally occurring around the area but it's giving AI		Too Abstract.
17873	5/28/2026 20:22	This is my second choice. It's eye catching and captures the work the crews do. I like the geometric shapes, color, mix of images. It's just a too little busy.		This is my first choice. I like the perspectives presented in the scene; near and far. I think it nicely captures the work the crew does, while at the same time paints a picture of our community.	
17875	5/28/2026 20:28			This one is preferred	
17877	5/28/2026 22:03	I love the graphics and bright colors on this piece! The density of images would probably deter graffiti overlay. The scale of images is such that pedestrians on the adjacent sidewalk will probably be able to enjoy them. My main concerns are that the design focuses exclusively on big pieces of road and construction equipment (not the array of projects the City Shop is involved with), and that it is at an intersection that requires drivers' absolute attention, and such a cluttered mural might be too distracting for safety. For that reason, this Proposal 1 is not my first choice.	I really like the color palette of this design! The heroic images harken to the CCC artwork and the New Deal of the 1930s. They are densely enough packed that commuters will probably see the design as a pleasantly artful whole (rather than a busy distraction), while cyclists, pedestrians, wheelchair users, neighbors, and others with time to admire its detail will appreciate it as an assemblage of many stories about the City Shop projects and personnel. It's hard to see at this scale, but if the artist hasn't done so, one suggestion is to show a more diverse and representative workforce in this mural.	This is a clean, simple design. Its expanses of white could look like an unfinished project or even blank canvases for graffiti art to some viewers. My favorite parts are the serviceberry and red osier dogwood that flank the cityscape. They help anchor the art to the trees in the foreground and to the nearby landscape. My main criticism is that Proposal 3 suggests that the only thing that comes out of the City Shop is a plow truck. Where's the Berminator (etc., etc.)?	A concrete wall calls for something more colorful and less organic than depicted in Proposal 4. The rolling hills of the Palouse are an often-used image, representing the the local landscape, but not the "hive of activity" around the City Shop or the built environment and social connections.
17882	5/29/2026 10:08	I like this one the best by far out of all of them. The colors are really cool. All of the tools people are holding are actual tools. The geometric stuff is fun and I like it	I don't like this one, the tools multiple people are holding don't make sense. Theres a water line with valves in configurations that don't exist. The street sign reads Main and Polk but those two streets don't intersect. Not sure if that's supposed to be a pipe wrench that guy in the front is holding? It feels like the artist doesn't know tools and is drawing stuff that looks kinda like a tool. Since so many of the tools are fake/not real/ or not being used in any way that makes sense it feels a little ai generated	I like the plants and the seasonal aspect of this one. The plow truck is cool. Don't like the is centers the u of I water tower. Id put this one in second place	I don't like this one, it's ugly and I don't think it fits the prompt
17885	5/29/2026 11:20		This is the best one for a mural		
17889	5/29/2026 15:46	This looks like lazy AI art slop. It doesn't look like it's worth \$10,000.	This looks like lazy AI art slop. It doesn't look like it's worth \$10,000.	This isn't particularly good. I get the impression a human took some local photos and pasted them together before making some outlines and splashes of color. It doesn't look like AI art at least, but it doesn't feel like it's worth \$10,000 either.	This isn't particularly good. It doesn't feel like it's connected to the city shop at all, nor does it celebrate the people, and it doesn't feel worth \$10,000, given the lack of time that will need to be put into this piece.
17890	5/29/2026 16:52	This looks suspiciously like AI art. It also feels weirdly propagandistic.	This too looks like a mash up of slightly modified AI generated imagery.	At least this has something to do with the area and the shop.	This is frankly disappointing. It's ugly. It's completely unsympathetic with the site, and it has nothing to do with the city shop. Also the artist statement....

“Forged in Moscow” by Taylor Shaw | Moscow City Shop

Artist Statement

This mural celebrates the often unseen workforce that keeps Moscow running day in and day out. From maintaining roads and utilities to operating the heavy equipment that shapes and supports the city’s infrastructure. These workers form the backbone of the community. Quietly ensuring that everything functions as it should.

The design highlights both the individuals and the machinery that define this labor: graders, trucks, pipes, and tools are elevated into bold, graphic forms that carry a sense of rhythm, movement, and purpose. By translating these elements into a vibrant, geometric visual language, the mural reframes everyday labor as something monumental.

This project also connects to me on a personal level. My brother works as a civil engineer in Idaho and through him I’ve gained a deeper appreciation for the systems and people that make a city function. At the same time, my nephews are endlessly fascinated by large equipment. This mural becomes a bridge between those perspectives: honoring the technical expertise behind the work while also capturing the sense of wonder it inspires in younger generations. It’s an opportunity to show kids that these roles aren’t just “big cool machines,” but essential, meaningful careers that shape and support their communities.

At its core, this piece is about visibility. It brings forward the people and systems that are essential yet often overlooked, offering a moment of acknowledgment and gratitude. The composition reflects interconnectedness. How each role, each task, and each piece of equipment contributes to the larger whole of the city.

Through this mural, I aim to honor the dignity of work, the strength of community infrastructure, and the individuals whose efforts literally build and sustain Moscow.

Artist Biography

My practice centers on creating vibrant, place-based murals that celebrate local landscapes, histories, and the people who make a community function. The vision for this project, honoring the workers, equipment, and infrastructure that support daily life in Moscow, aligns closely with the themes I explore in my public art.

Although I am based in the South, I have developed a strong personal connection to Idaho over the past few years. My brother and his family currently live in the state, and through visits I have fallen in love with the natural imagery, the rolling landscapes, and, most

importantly, the people of Idaho. The sense of openness, hard work, and community pride I've encountered there has made a lasting impression on me, and I would be honored to reflect those qualities in a mural for Moscow.

Community is central to my practice. My murals are designed to reflect the character of a place and the people who call it home. I often incorporate local wildlife, landscapes, tools, architecture, and cultural symbols into geometric, color-rich compositions that feel both contemporary and rooted in tradition. In addition to painting murals across the country, I have taught public art and mural classes at universities, craft schools, and community programs, and I regularly incorporate outreach, workshops, and artist talks into my projects. I believe murals are most successful when they are created in dialogue with the people who will see them every day.

ARTWORK COMMISSION AGREEMENT FOR
PUBLIC ART PROJECT 2026 MURAL AT
THE CITY SHOP

THIS ARTWORK COMMISSION AGREEMENT FOR PUBLIC ART PROJECT 2026 MURAL AT THE CITY SHOP (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2026, by and between Taylor Shaw (hereinafter "ARTIST") and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY invited artists and artist teams to submit qualifications for a mural to be installed at the City Shop; see RFQ included as Attachment "A" (hereinafter "Project") and incorporated herein by this reference; and

WHEREAS, CITY's Selection Panel recommended finalists to take part in submitting site-specific designs for the Project; and

WHEREAS, CITY, after completing its review and selection process of all site-specific design proposals, has determined that ARTIST's proposal, as detailed in Attachment "B" and incorporated herein by this reference, meets the selection criteria and would best serve the needs of CITY for the Project; and

WHEREAS, ARTIST and CITY wish to enter into an Agreement regarding the Project;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, 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:

1. Duration: This Agreement shall become effective on the date indicated above and shall remain in effect until satisfactory performance of all services is completed, unless terminated for breach or as provided in this Agreement.
2. Scope of Work:
 - A. Description of Artwork. "Forged in Moscow" an artwork depicting human figures and equipment associated with Public Works departments. (hereinafter "Artwork") see Attachment "B". ARTIST will make up to 4 changes of elements of subject matter at the direction of City staff with up to three (3) subsequent smaller refinements to finalize the submitted design.
 - B. Time of Performance. ARTIST shall coordinate commencement and installation of the Artwork with CITY Arts Manager and shall have the Artwork completed no later than September 30, 2026. ARTIST shall immediately notify CITY of any delay which occurs or which is anticipated to occur so that arrangements can be made to complete

the Artwork for the Project as close to the completion date of September 30, 2026 as reasonably possible. Date of delivery and installation may be extended, for a reasonable amount of time, due to circumstances and events beyond control of CITY and/or ARTIST, due to unforeseen circumstances, or upon written Agreement by the Parties.

- C. Consultation with CITY. If requested by CITY, ARTIST shall, prior to fabrication and/or installation of the Artwork, meet with CITY to review the proposed Artwork and ensure that it can be maintained over the period of its lifetime without extraordinary expense, and that it comports with the design as submitted to CITY.
- D. ARTIST shall only use Benjamin Moore or Sherwin Williams brand paints that are a high quality, exterior grade latex paint specifically designed for residential and commercial applications. If ARTIST desires to use an alternate brand of paint, ARTIST shall get pre-approval for said paint from the Arts Manager.
- E. ARTIST shall complete a Commission Artwork Detailed Report provided by CITY once installation of the Artwork is complete.

3. Services:

- A. Quality of Services: ARTIST's standard of service under this Agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the CITY.
- B. CITY Review of Services: ARTIST's services shall, at all times, be subject to CITY's general review and approval. ARTIST shall confer with CITY periodically during the progress of ARTIST's services, and shall prepare and present such information and materials as may be pertinent, necessary or requested by CITY to determine the adequacy of the services of ARTIST's progress. Upon reasonable prior notice to ARTIST, CITY and its elected officials, officers, employees and agents shall have the right to make reasonable inspections and reviews of ARTIST's progress with respect to the services.

4. Compensation:

- A. ARTIST shall receive an amount not to exceed Ten Thousand Dollars (\$10,000). This amount may be used for travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's Artwork installation. This amount shall constitute full compensation for all services, materials and fees to be performed or furnished by ARTIST pursuant to this Agreement.
- B. Payment shall be made in two (2) installments:
First Installment of Four Thousand Dollars (\$4,000) shall be paid at the time of the execution of this Agreement.

Second and Final Installment of Six Thousand Dollars (\$6,000) shall be paid after completion of the Project and CITY's receipt of the Commissioned Artwork Detailed Report.

5. Termination:

- A. Termination of Agreement. This Agreement may be terminated by ARTIST upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ARTIST. CITY may terminate this Agreement upon thirty (30) days' written notice without cause and without further liability to ARTIST except as designated by this section.
- B. Termination of Project. If any portion of the Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY, at no fault of ARTIST, CITY and ARTIST agree ARTIST will be compensated for the work completed in an amount to be agreed upon by the Parties. If any portion of the Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY due to ARTIST failure to perform under the terms of this Agreement, CITY will determine what, if any, additional compensation may be provided to ARTIST or any cost of reimbursement from ARTIST to CITY for payment made to ARTIST upon execution of this Agreement.

6. CITY Responsibilities:

- A. CITY's Responsibility for Special Costs and Rights-of-Way. CITY shall pay for all costs for obtaining licenses and permits that may be required by Federal, State, and local authorities; and shall be responsible for securing necessary land, easements, and rights-of-way where applicable.
- B. Data of Record. CITY shall make available to ARTIST all technical data of record in CITY's possession, including maps, surveys, architectural plans and drawings, and other information required by ARTIST relating to the Project.
- C. Prior to ARTIST beginning installation of the Artwork, CITY shall ensure that the surface preparation and a primer coat of paint are applied to the surface where the Artwork is to be installed. Once the Artwork is installed and accepted by CITY, CITY will apply an anti-graffiti clear coat of paint to the Artwork.

7. General Terms:

- A. Independent Contractor: The contracting Parties warrant by their signatures that no employer/employee relationship is established between ARTIST and CITY by the terms of this Agreement. It is understood by the Parties hereto that ARTIST is an independent contractor and as such neither ARTIST nor any of ARTIST's employees are employees of CITY for any purpose, including for purposes of tax, retirement system, and social security (FICA) withholding.

- B. Conflict of Interest: ARTIST covenants that they presently have no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of their services hereunder. ARTIST further covenants that, in performing this Agreement, they shall employ no person who has any such interest.
- C. Changes in Regulations: ARTIST is to perform their work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.
- D. Public Funds for Abortion Act: Pursuant to Idaho Code Title 18 Chapter 87, ARTIST certifies that they will not use the funds received pursuant to this Agreement for abortion related activity pursuant to Idaho Code § 18-8705.
- E. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender identity, pregnancy, national origin, ancestry, age (40 and older), marital or familial status, veteran status, disability, sex, sexual orientation, genetic information, or any other basis prohibited by local, state, or federal law.
- F. Modification and Assignability of Agreement: This Agreement 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 Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTIST may not subcontract or assign rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- G. Special Warranty: ARTIST warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. ARTIST declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ARTIST shall make this Agreement null and void. ARTIST further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good skillful manner. ARTIST acknowledges that they will be liable for any breach of this warranty.
- H. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

- I. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- J. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, agents, subcontractors, successors, assigns, and legal representatives of such other Party with respect to all covenants of this Agreement.
- K. Non-Appropriations: This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- L. Severability of Provisions: The terms of this Agreement are severable. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law or due to a change in law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.
- M. Notice:
1. Communication with CITY shall be to City of Moscow Arts Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. The Arts Manager or designee 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.
 2. Communication to ARTIST shall be to Taylor Shaw, 220 Chandler Ave., Oxford, MS 38655, lazerchef.studio@gmail.com.
- N. Insurance:
1. Insurance Required. ARTIST and any subcontractor or agent shall maintain automobile insurance and statutory workers compensation insurance, employer's liability and comprehensive general liability insurance coverage, all as required by law.

2. General Liability. ARTIST shall provide, at ARTIST's expense, general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury and property damage, covering ARTIST's work in fabricating, transporting, and installing the Artwork, which shall be in force for no less than fifteen (15) days prior to ARTIST's commencing work, until completion and final acceptance of the Artwork by CITY.
3. Worker's Compensation and Employer Liability Insurance. Worker's compensation insurance shall be provided to cover any employees involved in producing the Artwork in such amounts required by Idaho law for all work performed in Idaho or in such amounts as may be required by Idaho law.
4. CITY as Additional Insured and Term of Insurance. On all insurance policies required under this Agreement other than auto, CITY shall be named as an additional insured and the policy shall provide it may not be cancelled or reduced in coverage, except upon thirty (30) days prior written notice to CITY. Any cancellation of insurance, other than auto, without appropriate replacement in the amounts and terms set forth herein, shall constitute grounds for termination of this Agreement. Each type of insurance required by this Agreement shall be in force for no less than fifteen (15) days prior to ARTIST's commencing the Project until completion and final acceptance of the Artwork by CITY.
5. ARTIST to provide Certificates of Insurance to CITY. ARTIST shall insure that CITY is provided a Certificate of Insurance for each insurance policy required by this Agreement.
6. Contractors and Subcontractors. ARTIST shall insure that all contractors, subcontractors and agents of ARTIST provide the insurance required herein and that each such contractor, subcontractor and agent shall provide CITY a certificate of insurance and shall name CITY as an additional insured on the Project, and shall provide documentation of any agreement between ARTIST and contractor(s)/subcontractor(s) relative to the Project.

O. Hold Harmless:

1. Indemnification. ARTIST 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 ARTIST's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, ARTIST shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of ARTIST's performance of this Agreement.

In addition to other rights granted CITY by this Agreement, ARTIST shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees,

from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ARTIST or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of ARTIST or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order, or decree.

2. Risk of Loss. ARTIST shall take such measures as are reasonably necessary to protect the Artwork and materials being used by ARTIST to create the Artwork from loss or damage until ARTIST has completed delivery to CITY of all materials specified herein and ownership is transferred to CITY, which shall occur when installation is complete.

P. Copyright:

1. Copyright and Publication of Materials. ARTIST shall retain the copyright and all other rights in and to the Artwork, provided that CITY is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the image of the Artwork without CITY cost, expense or payment to ARTIST, including but not limited to, the Artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by CITY, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by CITY, for municipal purposes, which may include but are not limited to education and public information. On each such reproduction, ARTIST shall be acknowledged, using designations provided by ARTIST, to be the creator of the original Artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.
2. Waiver of Rights Under Visual Artists Rights Act of 1990. ARTIST understands and agrees that, as to ARTIST's rights in the Artwork, the provisions of this Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the Artwork, and that execution of this Agreement by ARTIST shall constitute a waiver by ARTIST, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the Artwork, and any uses of the Artwork whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including but not limited to § 106A(a) or § 113(d), or otherwise in the nature of "Droit Moral" under which artists claim an interest in

their work. ARTIST understands that, despite the CITY's commitment not to intentionally damage, alter or modify the Artwork without the prior written approval of ARTIST, alterations to the site and/or removal of the Artwork from the site may subject the Artwork to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

3. Ownership. The Artwork shall be a limited edition of one (1), unique, artwork that is a two-dimensional mural "Forged in Moscow" as described herein. ARTIST shall not reproduce the Artwork elsewhere or allow the Artwork to be reproduced elsewhere. ARTIST warrants that, unless otherwise set forth in writing, the Artwork will be an original, in that the Artwork owes its creation or origin to ARTIST and is not the product of copying another's work in any manner. Furthermore, ARTIST warrants and represents that ARTIST has not previously published the Artwork which is transferred by and the subject of this Agreement and that ARTIST is the sole owner of all rights therein. Except as provided in this Agreement, upon final acceptance and acceptance of Artwork, installation, and final payment to ARTIST, CITY shall own the Artwork. ARTIST hereby expressly waives any right, title or interest in the Artwork created for the Project. ARTIST understands that this waiver includes waiver of the exclusive rights of reproduction, adaptation, publication, performance and display.
- Q. Notification of Use: CITY agrees to make a reasonable effort to notify ARTIST of CITY's intent, if any, to use or adapt materials developed for the Project following completion of the Project.
- R. Deaccession: CITY may deaccession the Artwork at any time and in any manner as deemed appropriate by CITY.
- S. Post-Installation Repairs, Maintenance, or Alterations:
1. ARTIST shall not be responsible or liable for any damage to the Artwork, its surfaces, or environment caused by personnel of CITY or its employees or agents, visitors, members of the general public or others beyond the control of ARTIST.
 2. ARTIST shall not be responsible or liable for any damages to the Artwork caused by extremely adverse weather conditions, acts of God, vandalism, or other acts abnormal to the site beyond the control of ARTIST.
 3. CITY may provide basic maintenance, restoration and repairs as it deems necessary. CITY will assume cost for repairs upon expiration of the one (1) year warranty period set forth in this Agreement through the end of the mural installation period which is anticipated to be between 5 – 8 years from the time of installation. Whenever practical and fiscally possible, ARTIST shall be given an opportunity to perform and/or act as consultant for the repair or restoration of the Artwork, for which ARTIST shall be entitled to reasonable compensation, provided CITY directs the repair or restoration. In the event that the Artwork is

damaged or destroyed, CITY, in its sole discretion, may restore the Artwork or choose not to restore the Artwork, subject to receipt of any insurance proceeds and other funds sufficient for the repair or restoration.

- T. Warranty: Upon final acceptance of the Artwork, ARTIST warrants that the Artwork shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of one (1) year from final acceptance of the Artwork by CITY, correct any such defects at ARTIST's own expense. "Inherent vice" refers to a quality within the material or materials that comprise the Artwork, which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs. ARTIST shall conclude the repairs within a reasonable time.

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

I, Taylor Shaw, certify under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. If I am signing this Agreement utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as my handwritten signature.

ARTIST

CITY

City of Moscow, Idaho

By: _____
Taylor Shaw

Hailey Lewis, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk



Attachment "A" Mural at City Shop

Moscow, ID

Project Description

The City of Moscow and the Moscow Arts Commission ("MAC") invite artists and artist teams to submit qualifications for a mural to be installed at the Moscow City Shop facility. The mural will be painted on a new concrete wall on the east side of the facility, at the intersection of Polk St. and Public Ave.

The Moscow City Shop is located on a major throughfare that connects residential neighborhoods and parks with the community's downtown core. This facility, a busy hive of activity, houses the equipment and staff groups that tend to Moscow's public infrastructure. While the rolling hills of the Palouse are certainly a unique and celebrated backdrop of the community, the built environment of Moscow's streets, parks, and pathways are the landscape that shapes physical and social connections for its citizens. The mural at the City Shop will honor the equipment and people that create a safe, beautiful environment for Moscow residents.

Budget

The artist honorarium for the mural installation is not to exceed \$10,000. Included in this budget are the artist's fee, insurance, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project. The artist honorarium does not include costs associated with construction of the wall, surface preparation, priming, and the application of an anti-graffiti coating after the mural installation. These processes will be completed and paid by the City of Moscow.

Eligibility

Artists eighteen (18) years-of-age and older from the United States are eligible for this project. Preference may be given to artists who live in Latah County, Nez Perce County, or those who are Nez Perce or Coeur d'Alene tribal members and/or have a significant Idaho economic presence, with secondary preference given to those artists who live in Asotin County or Whitman County. Artists are eligible regardless of race, color, religion, national origin, gender, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines. Selection panelists and their immediate family members are not eligible for participation. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed.

Artwork Design Parameters

The mural will be painted on a 6'h x 65'w concrete wall, which will be constructed by the City in 2026. The mural is anticipated to last between 5-8 years, so paint materials used to complete this project must be professional, exterior-grade, water-based coatings designed for exposure to year-round exterior conditions. This site cannot accommodate murals on panels, kinetic or sculptural works, or any artwork that requires power or water. This mural site is near a busy intersection; as such, the site is not compatible with highly-reflective materials.

Important Dates (subject to change)

January – February 2026	RFQ Submission Period
April 2026	Finalists create site-specific proposals for Selection Panel review
June 2026	Selected Artist Announcement
September 30, 2026	Installation Deadline



Mural at City Shop

Moscow, ID

Submission and Selection

Round #1 of the selection process welcomes the submission of artist qualifications and examples of past work. These materials will be evaluated by the Selection Panel, which will then recommend three finalists to create site-specific proposals. Each of the finalists will be required to enter into an agreement for creating the site-specific design and will receive a \$1000 honorarium which is anticipated will be used towards travel expenses, food, design fees, lodging, and any and all expenses related to the creation of artist's proposal and presentation. No site-specific designs will be reviewed or considered in Round #1 of the submission process.

Round #2 will consider the merits of finalist proposals. The Selection Panel will make a recommendation to the MAC, which will recommend an artist/artist team and design to City Council. Upon approval by City Council, all finalists will be notified of the decision and the selected artist will complete a contract with the City for the completion of the mural.

Round #1 Submission Requirements & Selection Criteria

1. Letter of Interest

2. Resume

3. Work Samples

Include up to 6 photographs of no fewer than 2 projects of a similar or larger scale.

4. Selection Criteria

Artist Qualifications

- a. The artist's letter articulates interest in pursuing this project as well as describing its relevance to their artistic practice.
- b. The artist's letter of interest reveals an understanding of and connection to the public art site and project description.
- c. The artist's resume reveals a record of practice in the art field, including public art commissions.
- d. The applicant submits photographs of at least 2 completed public art projects of similar or larger scale.
- e. The artist's past work reveals aesthetic, conceptual, and technical expertise.



Mural at City Shop

Moscow, ID

Round #2 Submission Requirements & Selection Criteria

1. Site-specific Design

Include up to five renderings of the proposed site-specific design, preferably overlaid on photographs of the site and shown at the proposed scale.

2. Artist Statement

Describe connections between the design and the project description, site, and Moscow community as well as contextualizing the project within the artist's larger body of work.

3. Professional References

Provide a minimum of two and no more than three professional references who can address the artist's level of professionalism, effectiveness at communication, previous success with the execution of mural projects, ability to meet deadlines and stay on budget.

4. Presentation

Present a presentation of the proposed site-specific design to the Selection Panel either in person or via virtual conference.

5. Selection Criteria

Artist Qualifications

- a. The artist provides a minimum of two references who confirm the artist's professionalism in communication and previous success in the execution of mural projects.
- b. The artist references confirm the artist's ability to meet deadlines and the ability to stay on budget.

Conceptual Quality and Originality

- a. The proposed design is original to the presenting artist.
- b. The design is unique (i.e. edition of one), rather than a mass-produced item or image.
- c. The artist articulates the connections between the proposed design and the project description as well as the project site and the Moscow community.

Form

- a. The proposed design reveals mastery of formal craftsmanship.
- b. The scale of the proposed design is appropriate to the site.
- c. The colors used, if any, are chosen with an awareness of local educational institutions as well as their athletic rivals.
- d. The proposal aligns with the project's design parameters and does not present a hazard to public safety.

Content and Context

- a. The content of the proposed design aligns with the project description.
- b. The content of the proposed design is relevant to the City of Moscow's values, culture, and people.
- c. The proposed design reflects the architectural, historical, geographical, geological, and/or socio-cultural context of the site.
- d. The proposed design serves to activate or enhance the intended location.
- e. The proposed design has the potential to expand the formal and conceptual range of the Public Art collection.
- f. The artwork's subject matter and content is appropriate for public exhibition and does not contain advertising, religious references, obscenity, sexual content, violence, negative imagery, or convey political partisanship.



Mural at City Shop

Moscow, ID

Selection Panel

The Arts Manager will coordinate recommendation of selection panelists with the Mayor and Council. MAC will consider the guidelines hereinbelow, requests by individuals, and staff recommendations. Selection Panel members shall serve at the appointment of the Mayor.

Selection Panels will be comprised of at least the following:

1. Voting members:
 - a. Participating department representative or designee (3)
 - b. Moscow Council member or designee (1)
 - c. MAC members (2)
 - d. Community representative, preferably from project impact area (1)
 - e. Artist not involved with the public art project (1)
2. Non-voting members:
 - a. Arts Manager (Selection Panel facilitator)
 - b. Project architect, landscape architect, interior designer, or engineer
 - c. City staff members acting in a technical advisory capacity

Length of term. Each Selection Panel member serves through the completion of one (1) public art project. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed. MAC members shall declare a conflict of interest if a project comes before the Selection Panel from which they or a member of their household or business could financially benefit. MAC members shall also declare a conflict of interest if a person with whom they share a household or whom they professionally represent has a matter to be considered by the Selection Panel. Such person shall recuse themselves from any participation in any process for the project the Selection Panel is considering. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

Selection Panel Procedures and Responsibilities

1. Moscow Arts Manager will hold an orientation for the Selection Panel. The orientation may include a presentation of works currently in the public art collection, review of program guidelines, orientation to the specific project; and/or a review of any goals already established by the participating department and the Moscow Arts Manager and MAC.
2. Review all submissions pertaining to the public art project using the published criteria.
3. Approve all recommendations by a majority vote of the full Selection Panel.
4. The Selection Panel will make recommendations on finalists and their work to the Arts Manager. MAC members on the Selection Panel will report the Panel's recommendation to the Commission during a regular meeting, after which the MAC will vote to recommend an action on the project to City Council.
5. The Arts Manager will generate a project report to present to the Mayor and Council for final approval.
6. The City reserves the option of making no recommendation from submitted applications and may require reopening of the request for qualifications or may propose other methods of selection, if no proposal is accepted.
7. The Selection Panel must always adhere to the requirements of Moscow City Code Title 5, Chapter 18 and the Public Art Guidelines adopted by City Council.



Mural at City Shop

Moscow, ID

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce), Palus (Palouse), and Schitsu'umsh (Coeur d' Alene) tribes indigenous to the region. The City of Moscow was incorporated on July 12, 1887, and its modern history is rooted in agriculture; the surrounding region produces top-quality wheat and pulses. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity.

Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center. The community is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, breweries and the Moscow Farmers Market.

City of Moscow Public Art

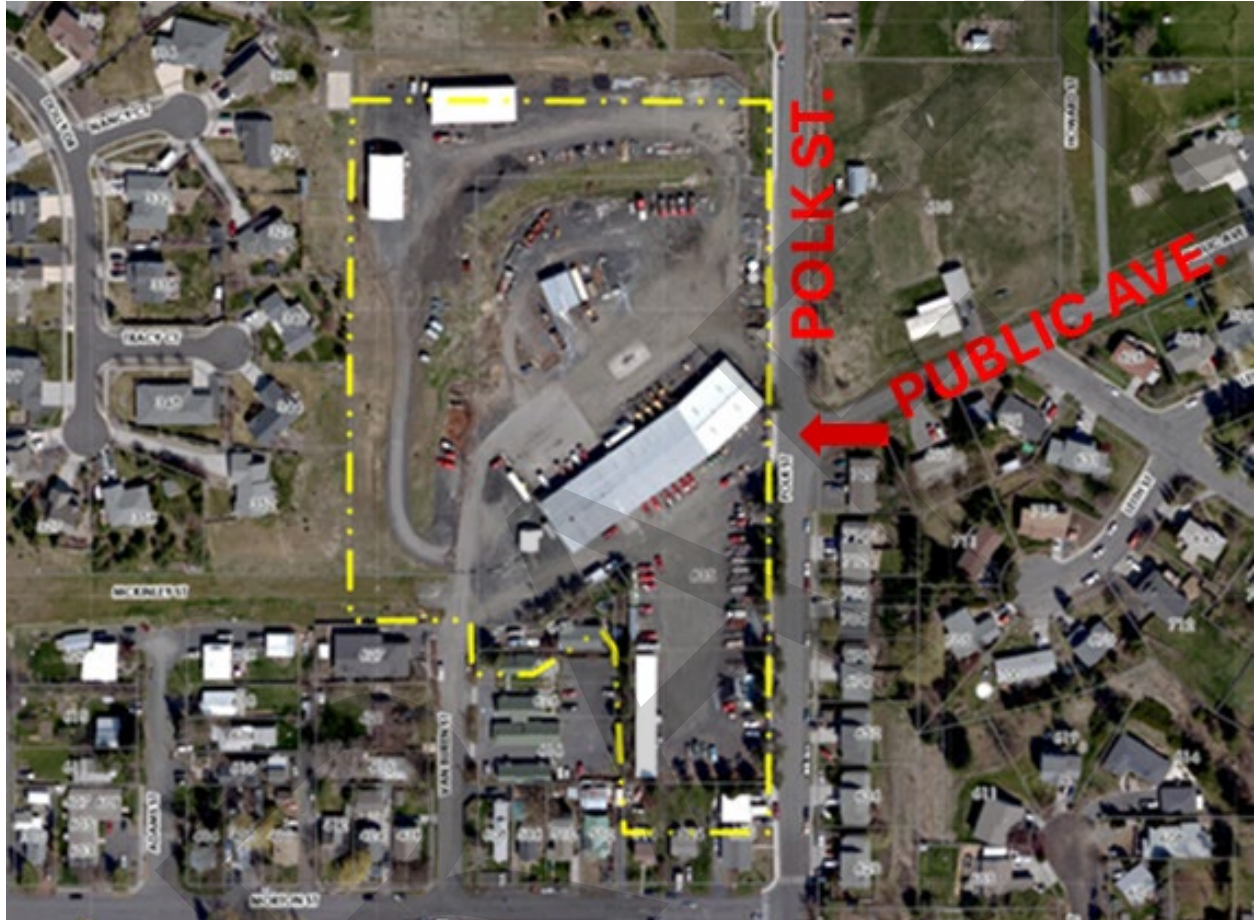
Public art is at the heart of Moscow's creative culture, and with a collection including works by local and regional artists, its public spaces reflect the Inland Northwest's tradition of artistic excellence. The City of Moscow Arts Department and the Moscow Arts Commission (MAC) share a mission to enrich the community by celebrating and cultivating the expressions of all forms of art and culture. The MAC has fostered artistic excellence and public access to the arts in the city since its founding on October 2, 1978. Programming includes curation of exhibition space at the Third Street Gallery inside City Hall, a biennial Mayor's Arts Awards, Moscow Poet Laureate programming, and a comprehensive public art program.

The City of Moscow's acquisition of public art began in the 1980s and is supported by a 1%-for-the-Arts fund established in 2004. A Public Art Master Plan, adopted in 2015, guides the incorporation of new works into the City's landscape. Stewardship of the collection is a collaborative effort, with artistic advice from the MAC, direction from City Council, and operational details managed by Arts Department staff. The Public Art program aims to reflect the character of Moscow by fostering relationships between individuals and institutions in the community. Whether part of the University, business community, or the agricultural tradition, the City's creative partners generate aesthetic excellence, civic identity, and economic strength by supporting the arts.

The Public Art collection is currently comprised of more than 220 temporary and permanent features. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, J. Casey Doyle, Jay Rasgorshek, and artist team Jennifer Corio and Dave Frei.

Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the Public Art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

Site Details



Mural site at 1661 N. Polk St.

Mural at City Shop

Moscow, ID



Mock-up of concrete wall to be built by the City of Moscow in 2026.

Attachment "B"
ARTIST Proposal



DRAFT

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 22, 2026



AGENDA ITEM TITLE

Moscow Police Department Sculpture Artist Selection (ACTION ITEM) - Megan Cherry

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Following Council's approval of the sculpture RFQ for the Moscow Police Department on February 2, 2026, artist submissions were accepted from February 6 – March 27, 2026. A total of six artists submitted qualifications for consideration. A Selection Panel made up of artists, current and retired MPD officers, City staff, and Moscow Arts Commission (MAC) members reviewed the submissions and recommended two finalists to create site-specific designs. The MAC voted to recommend those finalists during their regular meeting on Tuesday, April 14th. The finalists presented designs, which were reviewed by the Selection Panel on June 2, 2026. Those designs are available to view here:

<https://moscowarts.submittable.com/gallery/cf3db467-c437-4510-8be8-e9304e840d04> A public input period was open from May 26 – 29, 2026. A total of 89 people responded, with results in the packet. The Panel recommended that the MAC and City Council select "Eternal Watch" by Ken McCall with slight adjustments to the design. The MAC discussed the designs during their regular meeting on June 9 and recommended moving forward with McCall's design. Recommended updates to the design include adjusting the scale and position of the wings. Following City Council approval, MPD, Arts and Facilities staff will work with the artist to complete design edits and will present the final design to the Mayor and City Administration for approval.

REVIEWED BY

Selection Panel, Moscow Arts Commission, City Attorney

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the design by Ken McCall, with edits as recommended by the MAC, and the associated professional services agreement, or take such other action deemed appropriate.

STAFF RECOMMENDATION

Staff recommends approval of the design by Ken McCall, with edits as recommended by the MAC, and the associated professional services agreement.

OTHER RESOURCES

FISCAL IMPACT

Some costs for this project are anticipated expenses in the FY26 budget, with the remaining balance in the requested budget for FY27.

PERSONNEL IMPACT

This project represents an investment of staff time that was anticipated at the project's outset.

ATTACHMENTS

1. MPD Station_Public Input on Finalist Proposals
2. 2027_MPD Station_McCall, Ken_Eternal Watch_Artist Statement
3. 2027_MPD Station_McCall, Ken_Artwork Commission_final with attachments

ID	Submission Date	Comment on James Dinh's Proposal	Comment on Ken McCall's Proposal
		I like the notion of the basalt columns as a regional element that both connects the piece to place and purpose. The inlaid glass seems like it would provide an attractive colorful element to the piece. The way the spire rises from the grouping of basalt columns against the backdrop of the police station mirrors the City of Moscow emblem but also appears prominently rigid, in contrast.	I like the way this piece seems like it would integrate smoothly into the space through the use of similar material colors. The curved lines and officer's silhouette introduce humanizing elements to a piece constructed out of metals. I love the collaborative community-centered element of inviting stakeholders to choose the words that are displayed on the badge portion of the structure. The way the image changes between night and day and invites reflection is also beautiful. Out of the two proposals, this is the piece I would choose.
17722	5/26/2026 14:06		
17725	5/26/2026 15:15	It looks a little bit too phallic for my liking	I feel like this one fits the prompt better, and is also more generally pleasing to look at.
17726	5/26/2026 15:20	Is there a way to make the ground show a picture when the sun shines through the glass disc?	Would the artist consider a design that is just the badge shape and no wings?
			I prefer Ken McCall's proposal because of it's elegance and how well it fits into the installation space. The sculpture feels as if it belongs there by complimenting the architecture of the station, in color scheme, shape and form, on top of having lovely symbolism.
17735	5/26/2026 16:22		
17736	5/26/2026 16:43		Love the scale and shadow.
			I really like this one! Much better than the other one (sorry to the other artist, but the other one looks like an erect p** with nuts at the base, and no, I'm not a 14-year-old boy, lol!) This one is much more appropriate and appealing to the eye.
17737	5/26/2026 17:17		
		Don't waste tax monies on these kinds of boondoggles.	
17738	5/26/2026 17:35		A total waste of tax dollars. Stop the desperate search for places to throw away public funds.
17741	5/26/2026 19:50		The wings symbolism of guardianship and angels is too religious.
17744	5/26/2026 21:27	This is really disappointing. Eternal watch is better, but not by much.	It's pretty disappointing that these are the finalists but this one is at least better than "the watch continues"
17745	5/26/2026 21:54		Nicely crafted and thought through proposal
		Looks like a phallus. No no no.	Looks AI generated. This is less offensive but it's dumb and the lettering is not done well. There are structural weaknesses created by the typographic rivers created by the poorly chosen word pairings.
		And why are we spending money here? The new police station is the last place in town that needs an art installation.	And why are we spending money here? The new police station is the last place in town that needs an art installation.
17747	5/26/2026 22:08		
17753	5/27/2026 6:18		This is by far the best design
17755	5/27/2026 7:46		I far prefer Ken McCall's proposal. Much classier.
17758	5/27/2026 8:13	Incredibly ugly	Looks like it's from the hunger games
17761	5/27/2026 8:34	Hahahahaha it;s a bad Minecraft design and it's clearly a phallic symbol	In image c, everywhere it says "integrity", "dedication" and "commitment" it is spelled wrong.
		I don't know. Looks to me like it was thrown together quickly in SketchUp. I don't understand what the skyscraper iconography has to do with Moscow Idaho. And at this point, columnar basalt is a real cliché in public works.	So you've got a pair of wings (are wings a police symbol? Seem like more of an Air Force symbol) stuck on top of a bunch of cutout words surrounding a cutout of person who looks more like a college graduate than a Police officer.
17762	5/27/2026 8:35		No.
		I don't know. Looks to me like it was thrown together quickly in SketchUp. I don't understand what the skyscraper iconography has to do with Moscow Idaho. And at this point, columnar basalt is a real cliché in public works.	So you've got a pair of wings (are wings a police symbol? Seem like more of an Air Force symbol) stuck on top of a bunch of cutout words surrounding a cutout of person who looks more like a college graduate than a Police officer.
17763	5/27/2026 8:35		No.
17764	5/27/2026 8:39	It's a bad Minecraft design and is clearly a phallic symbol.	Check the spelling of integrity, commitment and dedication in image C. Hint they are all misspelled.
		Looks like it was thrown together quickly in SketchUp. I don't see what the skyscraper shape has to do with police or with Moscow, Idaho.	
		At this point, basalt columns are kind of a cliché.	
17765	5/27/2026 8:45		

ID	Submission Date	Comment on James Dinh's Proposal	Comment on Ken McCall's Proposal
17767	5/27/2026 9:06		This is beautiful. Doesn't require an explanation on symbolism and is for a tribute to all law enforcement.
17770	5/27/2026 10:05	The Eye of Sauron at the MPD building.... What are we doing here...?	This is significantly better than the alternative, but still feels gaudy. Given these two options we should do neither and wait for something else to develop.
17771	5/27/2026 10:18		This sculpture would be a handsome addition to the new police station.
17774	5/27/2026 11:45	This just looks awkward.	Really nice. Love all the wording incorporated into the sculpture. The colors and shape suit its position in front of the building, and it looks like a real tribute to the officers with a solid reminder of why they serve. It's also easy to understand what it is without needing a plaque to explain it!
17776	5/27/2026 11:49	This looks like a giant phallas.	I like this one best.
17779	5/27/2026 11:58	This is not attractive and does not fit the space or style well.	I would not include the clock. First, maintenance will be a pain. And if it breaks, getting it fixed will be a pain.
17782	5/27/2026 12:00		This one please!
17785	5/27/2026 12:11		
17787	5/27/2026 12:16	This piece looks more like a rocket without any distinctive allusion to police work. Far too abstract and outlandish.	This absolutely reflects everything police work is comprised of. A memorial for the community as well as a symbol of the honor and requisite for the badge, this is what should be out for the public to see at the police station. 100% on the money.
17789	5/27/2026 12:21		Love the symbolism and general beauty of this one!
17790	5/27/2026 12:21		I prefer this one.
17791	5/27/2026 12:27	This one feels cold, geometric and space themed. It doesn't easily communicate the intention of the sculpture.	This is beautiful and creative! I feel like it more obviously shows the honor intended. It is definitely more emotionally evocative than the other option.
17793	5/27/2026 12:32	This looks like a giant pencil. Doesn't fit the purpose of memorializing a fallen officer.	I'm not a huge fan of spending public funds on sculptures, but a memorial for a fallen officer is an appropriate expenditure, and this makes an appropriate statement for that purpose. The use of negative space is especially fitting a good man is missing, but his absence shapes the world around it. The wings...maybe a bit too much. Why not just the shield? And the clock element feels too specific without its meaning being immediately obvious to those who don't know the details of Officer Newbill's death. Tl;dr: Shield: thumbs up. Wings: meh. Clock: thumbs down.
17795	5/27/2026 12:36		Love this!
17796	5/27/2026 12:43	An ugly sculpture with no discernable intrinsic meaning.	I would honestly prefer just the badge and outline of the officer; the sculpture is huge! I much prefer this sculpture to James Dihns sculpture.
17797	5/27/2026 12:53	This one seems a bit scary and futuristic.	I vote for this one! I like the symbolism, and it is visually appealing.
17798	5/27/2026 12:57		Love how site specific this sculpture is! I'm always drawn to artwork that represents a distinct idea and area as I feel that it is a true reflection of the community. Definitely not "plop art" as I call it (artwork that can go anywhere with really just the written concept specific to the site).
17800	5/27/2026 13:01		Really conveys the feeling of endless service provided by police officers, while memorializing those officers who are no longer with us. Beautiful and meaningful!
17803	5/27/2026 13:37	It looks cool, but as a memorial, it's kinda trash. The whole point of a memorial is honoring their memory, and this says nothing to anyone who doesn't already understand its meaning. Cool art, but misses the mark.	I find this sculpture to be both lovely and meaningful; definitely gets my vote!
17805	5/27/2026 13:45	I don't love this one.	This is super cool! I love the wings. Aesthetically pleasing, clearly symbolic of passing the torch, reminiscent of the eternal flame! A nameless police framed against the shield reminds me of old battle arms with crests to remind foes who they were fighting, and friends who they were fighting for! Love love love this
17807	5/27/2026 14:07	I love the color blue and the materials, but this whole thing looks a little too phallic to me.	this one is much cooler. I like the shadow idea too
			I love Ken McCall's proposal! It seems unifying and it is beautiful. I love the shadows behind it, too!

ID	Submission Date	Comment on James Dinh's Proposal	Comment on Ken McCall's Proposal
17808	5/27/2026 14:17		I appreciate this sculpture and think that it brings both the community of Moscow and the importance of individuals together. It promotes the strength that each officer holds and is a great memorial to the sacrifices the Moscow PD has made for this community.
17809	5/27/2026 14:19		I love the deep symbolism in this sculpture. I love how it honors those in the line of duty and inspires hope with the wings in motion.
17810	5/27/2026 14:59		A beautiful idea! Absolutely gorgeous! This would be such a bold statement piece. It's one of those iconic pieces of art that will resonate through time. Well done!
17811	5/27/2026 15:04	I like the incorporation of the basalt and the "thin blue line" as well as the potential reference to the badge number 149. Overall I like the piece but I'm not sure I can appreciate it in this particular context. Personally I'm struggling with the overall tower look as the first thing it makes me think of is the Washington Monument in Washington DC, which was meant to symbolize the honorees long life and natural death, which feels like the wrong message here. The tower and "eye" also feels a bit "big brother" to me. Overall, I like the piece	I like the idea of community input on the words included in the shield! The use of shadows as part of the art piece is also a nice touch. I appreciate the symbolism behind the wings and shield. I'm not sure how I feel about the corten steel though. I like the look in some applications but to me it looks very industrial. I have also heard it doesn't work as intended very well in our climate.
17812	5/27/2026 15:16		I love your design and all the thoughtful elements you've included. I think anyone can understand what it represents even if they do not know about 2007. I love that the community could participate in the word selection as well.
17816	5/27/2026 15:42	This one is more abstract and I'm not sure I would get the meaning without the artist statement. It also seems to "blend" in with the building. I'm sure one would notice it, but continue to walk on by not really getting the sense that this is a memorial artwork.	This proposal is much more dynamic and engaging. Visually it makes immediate sense, whereas the other proposal is more abstract. This one draws attention and draws the viewer in, especially with the words written on the badge. And is easily recognized as a tribute to police officers.
17817	5/27/2026 15:51		I really like this one!
17818	5/27/2026 16:46		I like this one the best
17820	5/27/2026 16:58	I do like the use of basalt columns, however, Proposal 2 has a more meaningful design.	I like this one best. The clock in the design and the words on the shield are memorable. I don't know how much of a shadow it would get, being on the north side of the building, but perhaps lighting in the evening could give a similar effect.
17822	5/27/2026 17:26		I prefer this one.
17824	5/27/2026 17:33		Luke age 10 and Grace age 12 like this one best. Here's why: the outline of the officer is nice, it shows the time and the words are nice.
17826	5/27/2026 18:33		I like this one
17827	5/27/2026 19:18	A "watch tower" feels very George Orwell 1984.	
17828	5/27/2026 19:27		This is such a striking memorial to all of the Brave members of the police Department. What a BEAUTIFUL Tribute to all who gave their lives so We are SAFE!!!
17829	5/27/2026 20:17	The symbolism is hard to see without the write-up.	The symbolism of the piece stands on its own without explanation. It integrates with the building well, like they were designed together. The shadow/light element is pretty great.
17831	5/27/2026 21:13	None of these are nice looking honestly, why not something classy and timeless. It reminds me of a weird spaceship. How about a bronze police officer with a place to put officers names?	Image c and E are ok.
17832	5/27/2026 21:20	I don't like this one. It looks like the eye of Sauron.	This one is better.
17833	5/27/2026 21:33	It looks like a mechanical pencil, and will have the same jokes made about it as the "fire hose" up at Station 3. Ew. Please no.	It looks like Aragorn's crown in Return of the King, but it's better than the phallic mechanical pencil.
17834	5/27/2026 21:45		So much thought and detail went into this design. The extra memorial to Officer Newbill gives a personal connection and allows the community to honor and remember him. Beautiful sculpture!
17835	5/27/2026 22:14	No	Yes
17836	5/27/2026 22:15		Love this one!
17838	5/27/2026 22:25	This is super ugly. Not to mention that it looks like a giant phallic symbol.	This matches up way better with the purposes of the sculpture and does it in a beautiful way.
17839	5/27/2026 22:52	This looks like a giant pencil at best. I don't think it communicates what it is intending to communicate.	This is the better of the two choices.

ID	Submission Date	Comment on James Dinh's Proposal	Comment on Ken McCall's Proposal
17841	5/27/2026 23:03	This one is simple but imposing and neutral. I like the incorporation of textures and colors.	I immediately thought this looks like a Gilead logo from the handmaidens tale. Or the hunger games.
17842	5/27/2026 23:19		This is the best one!
17846	5/28/2026 6:12	This looks like a bullet. I strongly object to the glorification of violence as central to the public image of the Moscow police.	
17847	5/28/2026 6:26	My initial impression was that it resembled a rocket ship. I also had a secondary concern that some people may interpret it as resembling an inappropriate body part, which could be problematic for the front of a police station. I hesitate to raise that critique given the effort that clearly went into the design, but worry it's not going to honor our police officers.	The artist statement is powerful. The sculpture itself adds depth, dimension, and interest.
17848	5/28/2026 6:35		Eternal watch is much nicer
17849	5/28/2026 6:35		
17850	5/28/2026 6:36		I like Ken's proposal.
17851	5/28/2026 6:56	This looks like a giant pencil. Such an odd design and it definitely doesn't communicate what it says it represents. This would be a waste of money.	This communicates better, but it still is a bit of an eyesore. It looks like something out of the Lord of the Rings movies. Our city should spend the money that they are considering for this sculpture somewhere better (there are lots of things, like the proposed East City Park stage... or better streets and sidewalks).
17852	5/28/2026 7:26	From a distance it looks like a pencil. And most people will see at a distance as they drive by on S Main. For that price tag we can do better.	
17857	5/28/2026 9:13	The group of hexagon stones at the base is great and provides depth to the piece. Love the regional tie in! However, the Spire of Honor with the fused glass inset looks like the Eye of Sauron from Lord of the Rings and has a "I'm always watching you" feeling to it which is a little too close to "big brother is always watching". People feel surveilled by the government enough, this is a bit on the nose with that. Putting the inlaid blue glass as a symbol of the thin blue line on the sculpture is a political statement on a City government platform, that does not seem appropriate to make that statement. Officers proudly distinguish themselves from the average citizen for their work by displaying the thin blue line, this does not show unity between the City, community members, and the police department. Having one officer's badge number excludes other officers and he is already memorialized in several other places around town.	I like the form of the shield with the words depicting positive associations with police work. However, the figure is daunting at night (it seems as though a man is hiding in the shadows, always watching like "big brother" does rather than showing a lasting legacy), which does not positively reflect Ofc. Newbill. The figure in the shield is almost haunting, and I would not want people to remember my family member memorialized like that. The wings are impressive, but police officers are not exactly angelic like the figure depicts. The wings shape, the opening at the bottom, and clock at the top center look anatomical of women's reproductive features and once you see it, it's difficult to change that perspective. The shield with inspirational words is respectful, inspiring, and proper.
17858	5/28/2026 9:36	Bizarre and too obscure.	Beautiful and concise.
17860	5/28/2026 10:23	I do not like this one. It looks like the Eye of Sauron.	I like this one.
17861	5/28/2026 10:40		A beautiful, powerful sculpture honoring those who serve, reminding those who are served!
17862	5/28/2026 11:24	It reminds me of a bullet, and looks aggressive. I don't like it at all.	The figure/word part has a good feeling but the angel wings, no. They don't work well together.
17863	5/28/2026 13:37	This looks like the eye os Sauron. Not a fan.	Kitsch hodgepodge of references; but more aesthetically pleasing than the first. The shadowing is the best part.
17864	5/28/2026 13:43		This one is amazing!! It has ALL of my votes!
17869	5/28/2026 15:13	Although I greatly appreciate the underlying purpose and goal, this proposal immediately invites inappropriate connotations of a crude and vulgar nature. This was not only my immediate reaction, but also those of others in my office and others with whom I work who are City of Moscow employees. Please pass on this.	As with the other proposal, I truly appreciate the goal of this project. However, the wings invite a religious connotation that would not be appropriate for a public structure, much less one at a law enforcement center. I know that the committee has been working hard on this project but this, too, should be modified or passed over.
17870	5/28/2026 16:36	I think the concept may be a little too abstract for the setting. It reminds me more of a rocket ship than the church. Would love to see something that feels more relevant to the police department.	I really like this sculpture! it stands for something, looks pleasing to the eye and I like that it casts a shadow
17874	5/28/2026 20:26		This one is preferred matches style of building too

ID	Submission Date	Comment on James Dinh's Proposal	Comment on Ken McCall's Proposal
17876	5/28/2026 21:13	Setting this sculpture apart from the building invites viewers to experience it more fully in three dimensions. Vegetation around its base anchors it to the landscape. My first impression of this design is that of a rocket or missile, rather than evoking reflections on law enforcement and the personnel who serve. The obelisk with a triangular spire on top and a fused glass "eye" evoke themes from ancient Egypt or Stonehenge. The work is artful, but seems better-suited to a different setting than Moscow.	Of the two finalists, this sculpture and concept seem best-suited to the setting and theme. It's a thoughtful tribute to Officer Lee Newbill, his colleagues, and those who succeeded him in the Department. (I hope his family members were specifically invited to comment.) That said, the open-frame image of a Police Officer feels too formulaic and stereotypical. The cap resembles a UI mortarboard more than MPD headwear. As presented, I can see it as a favorite setting for University graduates to pose for pictures, possibly climbing onto the top of the shield and posing inside the opening of the aluminum wing-like upper structure. Could be a safety hazard, even adjacent to a police building. The example of words on the shield is kind of hard to read at the scale of my computer monitor, but I did catch the word "brotherhood." Given the number of women entering law enforcement, the gender-exclusive reference could be received as an affront, or at least a deterrent to females who might otherwise pursue it as a career. I encourage careful review of the words generated by the collaborative community involvement process this artist wisely suggests. My vote would be for Ken McCall's installation, with some modifications.
17878	5/28/2026 22:54	Reminds me too much of the Eye of Sauron. Not a fan.	This is really cool, what a thoughtful piece.
17879	5/29/2026 5:13	Doesn't make as much sense and looking at it with no description, context, etc it seems very out of place. I really like the resemblance to basalt columns and the incorporation of glass for reflection. I think the piece would be more appealing in person than the artist renditions offer, as the drawings seem a little cold, rigid	With no context it feels cohesive with the PD and just fits better. This design also feature a lot more detail and extra effects, such as the shadow. This design looks like it was made for the police department, carries more meaning, and overall looks better.
17880	5/29/2026 7:40	and "pointy."	This piece is my first choice. I like the symbolism and grace of the concept. The words in weathered steel compliment the brick walls of the building. The reflection on the back wall adds depth to the piece.
17881	5/29/2026 9:52	Honestly this one looks like a phallus and I don't like it	I like this one a lot better than the other one
17886	5/29/2026 13:07	Rather abstract and minimalistic. Nice, but not my favorite.	Nice design and one that respectfully memorializes Officer Newbill and which reflects the basics that Moscow PD exemplifies. I like this design much better than the other.
17888	5/29/2026 13:22		I like this one better than the first, but it also looks a little out of the hunger games. I feel like we can do better!!

“Eternal Watch” by Ken McCall | Moscow Police Department

Artist Statement

“Eternal Watch” is designed as a lasting tribute to the courage, sacrifice, and humanity of those who serve in law enforcement, while also honoring the broader Moscow community shaped by loss and remembrance. Created for the alcove at the entrance of the Moscow Police Department, the sculpture responds directly to the project’s intention to commemorate the enduring legacy of service carried from one officer to the next at the “end of watch.” The work recognizes not only the heroism associated with policing, but also the emotional and psychological realities experienced by officers, their families, and the community long after tragedy has passed.

The sculpture’s form and symbolism are rooted in imagery connected to the Moscow Police Department and the 2007 incident being memorialized. A shield serves as the central structural element, representing protection, strength, and steadfast commitment to public service. Emerging wing-like forms symbolize vigilance, guardianship, and the enduring spirit of those who continue to serve. Incorporated into the design is the frozen time of 1:49, referencing both the memorialized clock tower and Officer Lee Newbill’s badge number. This detail transforms the sculpture into a marker of remembrance that connects personal sacrifice to collective memory, reminding viewers that acts of courage continue to resonate through generations.

Positioned near the station entrance, “Eternal Watch” functions as both a place of reflection and a visual threshold between the public and those sworn to protect it. During the day, the sculpture casts shifting shadows that symbolize the lasting imprint of service and sacrifice. At night, integrated lighting projects imagery from the sculpture onto the surrounding wall, extending its presence beyond the physical structure. These illuminated projections symbolize the role of officers during moments of uncertainty and crisis, when courage, clarity, and compassion are most needed. The interaction of light and shadow reinforces the idea that service extends beyond visible acts and continues to shape the community in lasting ways.

Material selection is integral to the meaning of the work. Corten steel was chosen for its ability to weather over time, developing a protective patina that reflects endurance, resilience, and healing. Aluminum elements introduce light and contrast, symbolizing hope and continuity. Together, these materials create a balance between permanence and transformation, echoing the evolving nature of memory and community healing.

Community involvement is central to the project. Words incorporated into the shield may be selected by stakeholders, officers, families, and community members, allowing the sculpture to

carry the collective voice of Moscow itself. This collaborative aspect reflects the principles of community policing and reinforces the relationship between officers and the people they serve.

“Eternal Watch” reflects my broader exploration of remembrance, resilience, and shared human experience through monumental sculpture. Combining industrial materials with symbolic abstraction, my work creates spaces for reflection, emotional connection, and civic engagement. Through scale, shadow, and symbolism, this sculpture honors sacrifice while conveying unity, endurance, and hope for future generations.

Artist Biography

As a sculptor based in Boise, my creative philosophy is shaped by the principle that each public art project holds its own potential, warranting a fresh, site-specific design that resonates with its environment and purpose. Over more than 25 years, I have specialized in crafting contemporary metal sculptures that merge clean, flowing lines with unexpected details, bringing a sense of elegance and depth to each piece. My fabrication expertise extends beyond my own practice, enabling me to collaborate with artists from other disciplines and to realize complex, multifaceted installations.

Regionally, I have partnered with numerous Boise artists and the nationally renowned sculptor Arthur Higgins, and have completed a wide range of public works Circuitree for Greeley, CO; Transference for Boise State University; a multiple sculpture design and installation for The City of Bend, OR; an entryway sculpture for the Inn at 500 in Boise, ID; 24/7 and Call and Respond for Fire Stations #4 and #8 in Boise, ID; a kinetic sculpture powered by the wind for Heroes Park in Meridian, ID; an iconic free-standing sculpture Spiral of Injustice at the Idaho Anne Frank Human Rights Memorial in Boise, ID; a kinetic sculpture representing a historic park and its relationship with the surrounding community throughout time for Munson Park in Norfolk, VA; A New Leaf for Bates Technical College in Tacoma, WA; a placemaking sculpture, Pillars of the Community, at Fire Station No. 36 in El Paso, TX; Ambassador’s Portal at Don and Anne Davis Park in Newport, OR; a multi-sculptural bench installation for a senior living center in Broomfield, CO; a roundabout sculpture of a mare and her foal celebrating the spirit of rodeo in Nampa, ID; a didactic piece commemorating the City of Nampa in the heart of downtown in Lloyd Square; an entry way sculpture celebrating community upstanders at the Wassmuth Center for Human Rights in Boise, ID; Vita Nova celebrating new life for Rogers Farm neighborhood in Superior, CO; an entry way metal relief sculpture signifying how individuals in the community make up the local landscape for Monroe Detention Center in Woodland, CA; a three-part installation for Chateau Park inspired by native flowers and pollinators in Meridian, ID; a series of leaf benches for a nature trail in Addison, TX; and a mountain

dandelion that veins in the wind for Ulysses Park in Golden, CO. These projects demonstrate my commitment to creating art that celebrates the spirit of place and community, from commemorative works at the Idaho Anne Frank Human Rights Memorial to placemaking sculptures at fire stations, parks, and civic spaces across Idaho and beyond.

My primary mediums—aluminum and stainless steel—allow for flexibility in producing both delicate and monumental works, ideal for lasting outdoor installations. Through meticulous construction methods, my studio achieves seamless finishes that emphasize the elegant lines of a design. I thoughtfully employ color, and often integrate materials such as gilding, mosaic, acrylic, and specialized finishes to enrich the visual narrative of each work.

As an original artisan, I offer commissioning agencies a personalized approach: I answer all calls and emails myself, design, fabricate, transport and install my own artworks, and work directly with architects, contractors, engineers, and community stakeholders. My practical experience in construction and fabrication ensures that my designs are feasible within established budgets and timelines, and allows for direct control over every stage of the process—from concept to installation. This commitment yields public art that unites artistic vision, solid craftsmanship, and careful integration with the natural setting.

ARTWORK COMMISSION AGREEMENT FOR
PUBLIC ART PROJECT 2027
SCULPTURE AT MOSCOW POLICE STATION

THIS ARTWORK COMMISSION AGREEMENT FOR PUBLIC ART PROJECT 2027 SCULPTURE AT MOSCOW POLICE STATION (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2026, by and between Ken McCall (hereinafter "ARTIST") and City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY invited artists and artist teams to submit qualifications for a mural to be installed at the Moscow Police Station located at 155 Southview Avenue, Moscow, Idaho; see RFQ included as Attachment "A" (hereinafter "Project") and incorporated herein by this reference; and

WHEREAS, CITY's Selection Panel recommended finalists to take part in submitting site-specific designs for the Project; and

WHEREAS, CITY, after completing its review and selection process of all site-specific design proposals, has determined that ARTIST's proposal, as detailed in Attachment "B" and incorporated herein by this reference, meets the selection criteria and would best serve the needs of CITY for the Project; and

WHEREAS, ARTIST and CITY wish to enter into an Agreement regarding the Project;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, 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:

1. Duration: This Agreement shall become effective on the date indicated above and shall remain in effect until satisfactory performance of all services is completed, unless terminated for breach or as provided in this Agreement.
2. Scope of Work:
 - A. Description of Artwork. "Eternal Watch", a sculpture made of aluminum and CorTen steel depicting a police badge, officer, wings and a clock (hereinafter "Artwork") see Attachment "B". ARTIST will make up to two (2) significant design changes after consultation with City staff with up to three (3) subsequent smaller refinements to finalize the submitted design. CITY will conduct a public input survey to gather words to be incorporated into the negative space surrounding the abstracted police officer shape.

- B. Time of Performance. ARTIST shall coordinate commencement and installation of the Artwork with CITY Arts Manager and shall have the Artwork completed no later than April 30, 2027. ARTIST shall immediately notify CITY of any delay which occurs or which is anticipated to occur so that arrangements can be made to complete the Artwork for the Project as close to the completion date of April 30, 2027 as reasonably possible and should an extension be needed that the Project is to be completed no later than May 12, 2027. Date of delivery and installation may be extended, for a reasonable amount of time, due to circumstances and events beyond control of CITY and/or ARTIST, due to unforeseen circumstances, or upon written Agreement by the Parties.
- C. Consultation with CITY. If requested by CITY, ARTIST shall, prior to fabrication and/or installation of the Artwork, meet with CITY to review the proposed Artwork and ensure that it can be maintained over the period of its lifetime without extraordinary expense, and that it comports with the design as submitted to CITY.
- D. ARTIST shall only use materials impervious to environmental degradation, as specified in the approved design. If ARTIST desires to use alternate sculptural materials or coatings, ARTIST shall get written pre-approval for said materials from the Arts Manager.
- E. ARTIST shall complete a Commission Artwork Detailed Report provided by CITY once installation of the Artwork is complete.

3. Services:

- A. Quality of Services: ARTIST's standard of service under this Agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the CITY.
- B. CITY Review of Services: ARTIST's services shall, at all times, be subject to CITY's general review and approval. ARTIST shall confer with CITY periodically during the progress of ARTIST's services, and shall prepare and present such information and materials as may be pertinent, necessary or requested by CITY to determine the adequacy of the services of ARTIST's progress. Upon reasonable prior notice to ARTIST, CITY and its elected officials, officers, employees and agents shall have the right to make reasonable inspections and reviews of ARTIST's progress with respect to the services.

4. Compensation:

- A. ARTIST shall receive an amount not to exceed Eighty-Five Thousand Dollars (\$85,000). This amount may be used for travel expenses, food, any design fees, lodging, and all expenses related to the creation of ARTIST's Artwork installation. This amount shall constitute full compensation for all services, materials and fees to be performed and furnished by ARTIST pursuant to this Agreement.

B. Payment shall be made in three (3) installments:

First Installment of Twenty-Five Thousand Dollars (\$25,000) shall be paid after City approves the design and technical components of the Project, which includes ARTIST having the design stamped by a design professional licensed in Idaho. Paid at the time of the execution of this Agreement.

Second Installment of Twenty-Five Thousand Dollars (\$25,000) shall be paid after the Project has reached fifty percent (50%) completion, as determined by CITY based on photographs of the Artwork in progress as well as verbal consultation with ARTIST.

Third and Final Installment of Thirty-Five Thousand Dollars (\$35,000) shall be paid after completion of the Project and CITY's receipt of the Commissioned Artwork Detailed Report.

5. Termination:

A. Termination of Agreement. This Agreement may be terminated by ARTIST upon thirty (30) days' written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ARTIST. CITY may terminate this Agreement upon thirty (30) days' written notice without cause and without further liability to ARTIST except as designated by this section.

B. Termination of Project. If any portion of the Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY, at no fault of ARTIST, CITY and ARTIST agree ARTIST will be compensated for the work completed in an amount to be agreed upon by the Parties. If any portion of the Project, covered by this Agreement, shall be suspended, abated, abandoned, or terminated by CITY due to ARTIST failure to perform under the terms of this Agreement, CITY will determine what, if any, additional compensation may be provided to ARTIST or any cost of reimbursement from ARTIST to CITY for payment made to ARTIST upon execution of this Agreement.

6. CITY Responsibilities:

A. CITY's Responsibility for Special Costs and Rights-of-Way. CITY shall pay for all costs for obtaining licenses and permits that may be required by Federal, State, and local authorities; and shall be responsible for securing necessary land, easements, and rights-of-way where applicable.

B. Data of Record. CITY shall make available to ARTIST all technical data of record in CITY's possession, including maps, surveys, architectural plans and drawings, and other information required by ARTIST relating to the Project.

7. General Terms:

- A. Independent Contractor: The contracting Parties warrant by their signatures that no employer/employee relationship is established between ARTIST and CITY by the terms of this Agreement. It is understood by the Parties hereto that ARTIST is an independent contractor and as such neither ARTIST nor any of ARTIST's employees are employees of CITY for any purpose, including for purposes of tax, retirement system, and social security (FICA) withholding.
- B. Conflict of Interest: ARTIST covenants that they presently have no interest and shall not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of their services hereunder. ARTIST further covenants that, in performing this Agreement, they shall employ no person who has any such interest.
- C. Changes in Regulations: ARTIST is to perform their work under the current Federal, State, and local laws and regulations in full force and effect at the date of this Agreement.
- D. Public Funds for Abortion Act: Pursuant to Idaho Code Title 18 Chapter 87, ARTIST certifies that they will not use the funds received pursuant to this Agreement for abortion related activity pursuant to Idaho Code § 18-8705.
- E. Non-discrimination: ARTIST shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, gender, gender identity, pregnancy, national origin, ancestry, age (40 and older), marital or familial status, veteran status, disability, sex, sexual orientation, genetic information, or any other basis prohibited by local, state, or federal law.
- F. Modification and Assignability of Agreement: This Agreement and its attachments contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written Agreement signed by the Parties hereto. ARTIST may not subcontract or assign rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such consultant, subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- G. Special Warranty: ARTIST warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. ARTIST declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by ARTIST shall make this Agreement null and void. ARTIST further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and

that all services will be performed in a good skillful manner. ARTIST acknowledges that they will be liable for any breach of this warranty.

- H. Costs and Attorney Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- I. Jurisdiction and Venue: It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- J. Binding on Agents, Subcontractors, and Successors: CITY and ARTIST each bind themselves, their partners, agents, subcontractors, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, agents, subcontractors, successors, assigns, and legal representatives of such other Party with respect to all covenants of this Agreement.
- K. Non-Appropriations: This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and ARTIST shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- L. Severability of Provisions: The terms of this Agreement are severable. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law or due to a change in law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.
- M. Notice:
 - 1. Communication with CITY shall be to City of Moscow Arts Manager, 206 East Third Street, Moscow, Idaho, 83843, email mcherry@ci.moscow.id.us. The Arts Manager or designee 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.
 - 2. Communication to ARTIST shall be to Artist Ken McCall, 483 N Quarry View Pl. Boise, Idaho 83712, kmccall335@gmail.com.

N. Insurance:

1. **Insurance Required.** ARTIST and any subcontractor or agent shall maintain automobile insurance and statutory workers compensation insurance, employer's liability and comprehensive general liability insurance coverage, all as required by law.
2. **General Liability.** ARTIST shall provide, at ARTIST's expense, general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury and property damage, covering ARTIST's work in fabricating, transporting, and installing the Artwork, which shall be in force for no less than fifteen (15) days prior to ARTIST's commencing work, until completion and final acceptance of the Artwork by CITY.
3. **Worker's Compensation and Employer Liability Insurance.** Worker's compensation insurance shall be provided to cover any employees involved in producing the Artwork in such amounts required by Idaho law for all work performed in Idaho or in such amounts as may be required by Idaho law.
4. **CITY as Additional Insured and Term of Insurance.** On all insurance policies required under this Agreement other than auto, CITY shall be named as an additional insured and the policy shall provide it may not be cancelled or reduced in coverage, except upon thirty (30) days prior written notice to CITY. Any cancellation of insurance, other than auto, without appropriate replacement in the amounts and terms set forth herein, shall constitute grounds for termination of this Agreement. Each type of insurance required by this Agreement shall be in force for no less than fifteen (15) days prior to ARTIST's commencing the Project until completion and final acceptance of the Artwork by CITY.
5. **ARTIST to provide Certificates of Insurance to CITY.** ARTIST shall insure that CITY is provided a Certificate of Insurance for each insurance policy required by this Agreement.
6. **Contractors and Subcontractors.** ARTIST shall insure that all contractors, subcontractors and agents of ARTIST provide the insurance required herein and that each such contractor, subcontractor and agent shall provide CITY a certificate of insurance and shall name CITY as an additional insured on the Project, and shall provide documentation of any agreement between ARTIST and contractor(s)/subcontractor(s) relative to the Project.

O. Hold Harmless:

1. **Indemnification.** ARTIST 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

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

In addition to other rights granted CITY by this Agreement, ARTIST shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ARTIST or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of ARTIST or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order, or decree.

2. Risk of Loss. ARTIST shall take such measures as are reasonably necessary to protect the Artwork and materials being used by ARTIST to create the Artwork from loss or damage until ARTIST has completed delivery to CITY of all materials specified herein and ownership is transferred to CITY, which shall occur when installation is complete.

P. Copyright:

1. Copyright and Publication of Materials. ARTIST shall retain the copyright and all other rights in and to the Artwork, provided that CITY is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the image of the Artwork without CITY cost, expense or payment to ARTIST, including but not limited to, the Artwork proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by CITY, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by CITY, for municipal purposes, which may include but are not limited to education and public information. On each such reproduction, ARTIST shall be acknowledged, using designations provided by ARTIST, to be the creator of the original Artwork thereof, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork. The rights granted by this provision shall survive the expiration or earlier termination of this Agreement.
2. Waiver of Rights Under Visual Artists Rights Act of 1990. ARTIST understands and agrees that, as to ARTIST's rights in the Artwork, the provisions of this

Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 (“VARA”), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the Artwork, and that execution of this Agreement by ARTIST shall constitute a waiver by ARTIST, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the Artwork, and any uses of the Artwork whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including but not limited to § 106A(a) or § 113(d), or otherwise in the nature of “Droit Moral” under which artists claim an interest in their work. ARTIST understands that, despite the CITY’s commitment not to intentionally damage, alter or modify the Artwork without the prior written approval of ARTIST, alterations to the site and/or removal of the Artwork from the site may subject the Artwork to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

3. Ownership. The Artwork shall be a limited edition of one (1), unique, artwork that is a three-dimensional sculpture [Eternal Watch] as described herein. ARTIST shall not reproduce the Artwork elsewhere or allow the Artwork to be reproduced elsewhere. ARTIST warrants that, unless otherwise set forth in writing, the Artwork will be an original, in that the Artwork owes its creation or origin to ARTIST and is not the product of copying another's work in any manner. Furthermore, ARTIST warrants and represents that ARTIST has not previously published the Artwork which is transferred by and the subject of this Agreement and that ARTIST is the sole owner of all rights therein. Except as provided in this Agreement, upon final acceptance and acceptance of Artwork, installation, and final payment to ARTIST, CITY shall own the Artwork. ARTIST hereby expressly waives any right, title or interest in the Artwork created for the Project. ARTIST understands that this waiver includes waiver of the exclusive rights of reproduction, adaptation, publication, performance and display.
- Q. Notification of Use: CITY agrees to make a reasonable effort to notify ARTIST of CITY’s intent, if any, to use or adapt materials developed for the Project following completion of the Project.
- R. Deaccession: CITY may deaccession the Artwork at any time and in any manner as deemed appropriate by CITY.
- S. Post-Installation Repairs, Maintenance, or Alterations:
1. ARTIST shall not be responsible or liable for any damage to the Artwork, its surfaces, or environment caused by personnel of CITY or its employees or agents, visitors, members of the general public or others beyond the control of ARTIST.
 2. ARTIST shall not be responsible or liable for any damages to the Artwork caused by extremely adverse weather conditions, acts of God, vandalism, or other acts abnormal to the site beyond the control of ARTIST.

3. CITY may provide basic maintenance, restoration and repairs as it deems necessary. CITY will assume cost for repairs upon expiration of the one (1) year warranty period set forth in this Agreement through the end of the sculpture installation period which is anticipated to be a minimum of 30 years from the time of installation. Whenever practical and fiscally possible, ARTIST shall be given an opportunity to perform and/or act as consultant for the repair or restoration of the Artwork, for which ARTIST shall be entitled to reasonable compensation, provided CITY directs the repair or restoration. In the event that the Artwork is damaged or destroyed, CITY, in its sole discretion, may restore the Artwork or choose not to restore the Artwork, subject to receipt of any insurance proceeds and other funds sufficient for the repair or restoration.

T. Warranty: Upon final acceptance of the Artwork, ARTIST warrants that the Artwork shall be free from defects in materials and workmanship, including inherent vice. ARTIST shall, for a period of one (1) year from final acceptance of the Artwork by CITY, correct any such defects at ARTIST's own expense. "Inherent vice" refers to a quality within the material or materials that comprise the Artwork, which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Upon written notification of a defect in materials or workmanship, ARTIST shall have sixty (60) days to commence repairs. ARTIST shall conclude the repairs within a reasonable time.

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

I, Artist Ken McCall, certify under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct. If I am signing this Agreement utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as my handwritten signature.

ARTIST

By: _____
Artist Ken McCall

CITY

City of Moscow, Idaho

Hailey Lewis, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk



Attachment "A"

Moscow Police Station

Moscow, ID

Project Description

The City of Moscow and the Moscow Arts Commission ("MAC") invite artists and artist teams to submit qualifications for a three-dimensional artwork to be installed at the Moscow Police Station. The artwork will be installed in an alcove near the entrance of the facility, located at 155 Southview Ave, Moscow ID.

Project Theme

Police work is handed from one officer to the next at the end of watch, an enduring legacy of service that connects all those who serve in law enforcement. This artwork will honor the tradition of community policing and inspire past, current, and future MPD officers, whose sense of family extends to include the community members in their care.

Not only do police officers protect the vulnerable, but they also accept the dangers that can come from this important work. All police officers and their immediate families reckon with the unknown, the uncertainty of risks and fortuitous surprises that may come during a shift. Police work is often a joyful act of service, and sometimes, sadly, a gift of life itself for the safety of the community. This artwork commemorates the multitude of effects experienced by officers and their families after the end of watch.

The artwork dedication will be central to the commemoration of the 20th anniversary of an incident in Moscow, ID that greatly affected the lives of multiple law enforcement personnel and resulted in three civilian deaths as well as the loss of one officer's life. The impacts of such an event last far beyond the end of watch. This artwork will dignify the physical, mental, and emotional work that goes on long after a shift, a retirement, or after a loss of life in the line of duty.

Iconography

Law enforcement has a rich visual and conceptual tradition. Symbols of this field include the bald eagle and sheepdog. The 5-pointed star is often used as an emblem of a department's core values. Additionally, the flag at half-staff is a universally-recognized statement of mourning for victims of local tragedies along with the passing of public officials at state and national levels.

These traditional symbols may be useful as an introductory point of reference for the artist's conceptual development, but imagery specific to the incident commemorated by this artwork centers on the clock tower. Officers on the scene report that the chiming of the clock tower marked time though the nightmarish day, serving as both a comfortingly predictable structure and a haunting memento mori. The clock tower was memorialized in the MPD patch design in 2022. In the design, the hands of the clock are set to 1:49, echoing the badge number of Lee Newbill, the officer killed in the line of duty that day.

About Moscow Police Department

MPD Mission

The Moscow Police Department's mission is to provide public safety services that are designed to fairly, efficiently, and effectively prevent crime and safeguard lives and property. We will provide professional police services by inviting public participation, resulting in a community atmosphere where citizens are free of unnecessary regulation and are treated with dignity and respect. Our personnel will maintain high ethical standards, training, and professional development. Our goal is to provide a community that is safe, secure, and a pleasant place to live and visit.



Moscow Police Station

Moscow, ID

MPD Philosophy

The department employs a community-oriented policing philosophy to improve the quality of life through community partnerships and problem-solving approaches. Our core values consist of Service, Pride, Integrity, Compassion, and Excellence. We are a state-accredited agency and adhere to all the comprehensive professional standards and best practices of contemporary law enforcement organizations as recognized by the Idaho Chiefs of Police Association.

Budget

The artist honorarium for the mural installation is not to exceed \$85,000. Included in this budget are the artist’s fee, insurance, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project. The artist honorarium does not include costs associated with lighting and signage. These processes will be completed and paid by the City of Moscow.

Eligibility

Artists eighteen (18) years-of-age and older from the United States are eligible for this project. Preference may be given to artists who live in Latah County, Nez Perce County, or those who are Nez Perce or Coeur d’Alene tribal members and/or have a significant Idaho economic presence, with secondary preference given to those artists who live in Asotin County or Whitman County. Artists are eligible regardless of race, color, religion, national origin, gender, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines. Selection panelists and their immediate family members are not eligible for participation. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed.

Artwork Design Parameters

This call is open to representational artworks made from materials that convey a message of strength and permanence. The artwork should have a visually commanding presence within the space, with a minimum height of 14’. The artwork will be accessioned into the City of Moscow’s permanent collection and is anticipated to last a minimum of 30 years. All materials used to complete this project must be designed for exposure to year-round exterior conditions with minimal maintenance requirements. This site cannot accommodate kinetic, digital, or sound-based elements, highly reflective surfaces, or any artwork that incorporates water.

Important Dates (subject to change)

February – March 2026	RFQ Submission Period
May 2026	Finalists create site-specific proposals for Selection Panel review
August 2026	Selected Artist Announcement
April 2027	Installation Deadline



Moscow Police Station

Moscow, ID

Submission and Selection

Round #1 of the selection process welcomes the submission of artist qualifications and examples of past work. These materials will be evaluated by the Selection Panel, which will then recommend three finalists to create site-specific proposals. Each of the finalists will be required to enter into an agreement for creating the site-specific design and will receive a \$1000 honorarium which is anticipated will be used towards travel expenses, food, design fees, lodging, and any and all expenses related to the creation of artist's proposal and presentation. No site-specific designs will be reviewed or considered in Round #1 of the submission process.

Round #2 will consider the merits of finalist proposals. The Selection Panel will make a recommendation to the MAC, which will recommend an artist/artist team and design to City Council. Upon approval by City Council, all finalists will be notified of the decision. The selected artist will finalize the design based on any notes from the Selection Panel and complete a contract with the City for the completion of the sculpture.

Round #1 Submission Requirements & Selection Criteria

1. Letter of Interest

2. Resume

3. Work Samples

Include up to 6 photographs of no fewer than 2 projects of a similar or larger scale.

4. Selection Criteria

Artist Qualifications

- a. The artist's letter articulates interest in pursuing this project as well as describing its relevance to their artistic practice.
- b. The artist's letter of interest reveals an understanding of and connection to the public art site and project description.
- c. The artist's resume reveals a record of practice in the art field, including public art commissions.
- d. The applicant submits photographs of at least 2 completed public art projects of similar or larger scale.
- e. The artist's past work reveals aesthetic, conceptual, and technical expertise.



Moscow Police Station

Moscow, ID

Round #2 Submission Requirements & Selection Criteria

1. Site-specific Design

Include up to five renderings of the proposed site-specific design, preferably overlaid on photographs of the site and shown at the proposed scale.

2. Artist Statement

Describe connections between the design and the project description, site, and Moscow community as well as contextualizing the project within the artist's larger body of work.

3. Professional References

Provide a minimum of two and no more than three professional references who can address the artist's level of professionalism, effectiveness at communication, previous success with the execution of mural projects, ability to meet deadlines and stay on budget.

4. Presentation

Present a presentation of the proposed site-specific design to the Selection Panel either in person or via virtual conference.

5. Selection Criteria

Artist Qualifications

- a. The artist provides a minimum of two references who confirm the artist's professionalism in communication and previous success in the execution of mural projects.
- b. The artist references confirm the artist's ability to meet deadlines and the ability to stay on budget.

Conceptual Quality and Originality

- a. The proposed design is original to the presenting artist.
- b. The design is unique (i.e. edition of one), rather than a mass-produced item or image.
- c. The artist articulates the connections between the proposed design and the project description as well as the project site and the Moscow community.

Form

- a. The proposed design reveals mastery of formal craftsmanship.
- b. The scale of the proposed design is appropriate to the site.
- c. The colors used, if any, are chosen with an awareness of local educational institutions as well as their athletic rivals.
- d. The proposal aligns with the project's design parameters and does not present a hazard to public safety.

Content and Context

- a. The content of the proposed design aligns with the project description.
- b. The content of the proposed design is relevant to the City of Moscow's values, culture, and people.
- c. The proposed design reflects the architectural, historical, geographical, geological, and/or socio-cultural context of the site.
- d. The proposed design serves to activate or enhance the intended location.
- e. The proposed design has the potential to expand the formal and conceptual range of the Public Art collection.
- f. The artwork's subject matter and content is appropriate for public exhibition and does not contain advertising, religious references, obscenity, sexual content, violence, negative imagery, or convey political partisanship.



Moscow Police Station

Moscow, ID

Selection Panel

The Arts Manager will coordinate recommendation of selection panelists with the Mayor and Council. MAC will consider the guidelines hereinbelow, requests by individuals, and staff recommendations. Selection Panel members shall serve at the appointment of the Mayor.

Selection Panels will be comprised of at least the following:

1. Voting members:
 - a. Moscow Police Chief (1)
 - b. Current and/or retired MPD officers (3)
 - c. Moscow Council member or designee (1)
 - d. MAC member (1)
 - e. Artist not involved with the public art project (1)
2. Non-voting members:
 - a. Arts Manager (Selection Panel facilitator)
 - b. Project architect, landscape architect, interior designer, or engineer
 - c. City staff members acting in a technical advisory capacity

Length of term. Each Selection Panel member serves through the completion of one (1) public art project. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed. MAC members shall declare a conflict of interest if a project comes before the Selection Panel from which they or a member of their household or business could financially benefit. MAC members shall also declare a conflict of interest if a person with whom they share a household or whom they professionally represent has a matter to be considered by the Selection Panel. Such person shall recuse themselves from any participation in any process for the project the Selection Panel is considering. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

Selection Panel Procedures and Responsibilities

1. Moscow Arts Manager will hold an orientation for the Selection Panel. The orientation may include a presentation of works currently in the public art collection, review of program guidelines, orientation to the specific project; and/or a review of any goals already established by the participating department and the Moscow Arts Manager and MAC.
2. Review all submissions pertaining to the public art project using the published criteria.
3. Approve all recommendations by a majority vote of the full Selection Panel.
4. The Selection Panel will make recommendations on finalists and their work to the Arts Manager. MAC members on the Selection Panel will report the Panel's recommendation to the Commission during a regular meeting, after which the MAC will vote to recommend an action on the project to City Council.
5. The Arts Manager will generate a project report to present to the Mayor and Council for final approval.
6. The City reserves the option of making no recommendation from submitted applications and may require reopening of the request for qualifications or may propose other methods of selection, if no proposal is accepted.
7. The Selection Panel must always adhere to the requirements of Moscow City Code Title 5, Chapter 18 and the Public Art Guidelines adopted by City Council.



Moscow Police Station

Moscow, ID

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce), Palus (Palouse), and Schitsu'umsh (Coeur d' Alene) tribes indigenous to the region. The City of Moscow was incorporated on July 12, 1887, and its modern history is rooted in agriculture; the surrounding region produces top-quality wheat and pulses. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity.

Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center. The community is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, breweries and the Moscow Farmers Market.

City of Moscow Public Art

Public art is at the heart of Moscow's creative culture, and with a collection including works by local and regional artists, its public spaces reflect the Inland Northwest's tradition of artistic excellence. The City of Moscow Arts Department and the Moscow Arts Commission (MAC) share a mission to enrich the community by celebrating and cultivating the expressions of all forms of art and culture. The MAC has fostered artistic excellence and public access to the arts in the city since its founding on October 2, 1978. Programming includes curation of exhibition space at the Third Street Gallery inside City Hall, a biennial Mayor's Arts Awards, Moscow Poet Laureate programming, and a comprehensive public art program.

The City of Moscow's acquisition of public art began in the 1980s and is supported by a 1%-for-the-Arts fund established in 2004. A Public Art Master Plan, adopted in 2015, guides the incorporation of new works into the City's landscape. Stewardship of the collection is a collaborative effort, with artistic advice from the MAC, direction from City Council, and operational details managed by Arts Department staff. The Public Art program aims to reflect the character of Moscow by fostering relationships between individuals and institutions in the community. Whether part of the University, business community, or the agricultural tradition, the City's creative partners generate aesthetic excellence, civic identity, and economic strength by supporting the arts.

The Public Art collection is currently comprised of more than 220 temporary and permanent features. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, J. Casey Doyle, Jay Rasgorshek, and artist team Jennifer Corio and Dave Frei.

Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the Public Art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

Moscow Police Station

Moscow, ID

Site Details



155 Southview Ave. Moscow, ID

Moscow Police Station

Moscow, ID



Attachment "B"
ARTIST Proposal





COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, June 22, 2026



AGENDA ITEM TITLE

Ordinance Amending Moscow City Code Title 4, Chapters 1, 3, 4, and 6 Regarding Single-Family Dwellings, Two-Family Dwellings, and Bed and Breakfast Inns (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow Community Development Department over the past few years has observed the evolution of building plans being submitted for two-family dwellings which increasingly have multi-family elements. The City has received building permits for the construction of buildings that are portrayed as two-family dwellings, but which appear to contain multiple individual dwelling units intended to be rented as separate dwelling units and function as multiple family dwelling units. These multi-family-like but portrayed as two-family dwellings appear to be intentionally intended to avoid life safety, ADA accessibility, and off-street parking that would otherwise be required for multi-family dwelling units to protect the safety and welfare of the occupants of multi-family dwellings and mitigate the impacts of the use upon the surrounding neighborhood. The Planning and Zoning Commission has identified the need to mitigate the immediate impact upon the surrounding neighborhoods by preparing an ordinance to amend certain definitions, ensure there is adequate open space, and require sufficient off-street parking. Additionally, in order to be in compliance with House Bill No. 583 upon its effective date of July 1, 2026, the City is amending the use table to allow Bed and Breakfast Inns as a permitted use in all zoning districts in which single-family dwellings are permitted. The Planning and Zoning Commission conducted a public hearing on the proposed ordinance on May 13, 2026, and unanimously recommended approval to City Council. The public hearing before City Council has been scheduled for July 6, 2026.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming July 6, 2026, meeting; or provide staff further direction.

STAFF RECOMMENDATION

Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming July 6, 2026, meeting.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ordinance 2026- _ Amending Title 4_Ch1 3 4 6_final
2. Staff Memo
3. P&Z Minutes
4. Public Hearing Notice

ORDINANCE NO. 2026 - __

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 1, SECTION 1-6, DEFINITIONS; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 3, SECTION 3-4, LAND USE TABLE; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 4, SECTION 4-2, BULK AND PLACEMENT REGULATIONS TABLE; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 6, SECTION 6-2, OFF-STREET PARKING REQUIREMENTS; 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 received building permits for the construction of buildings that are portrayed as two-family dwellings, but which appear to contain multiple individual dwelling units intended to be rented as separate dwelling units and function as multiple family dwelling units; and

WHEREAS, these multi-family-like but portrayed as two-family dwellings appear to be intentionally intended to avoid life safety, ADA accessibility, and off-street parking that would otherwise be required for multi-family dwelling units to protect the safety and welfare of the occupants of multi-family dwellings and mitigate the impacts of the use upon the surrounding neighborhood; and

WHEREAS, the City recognizes that there is a need for additional housing within the City, but finds that the need to protect the safety of the residents of these multi-family-like but portrayed as two family dwellings and the need to mitigate their impact upon adjacent properties requires greater regulation; and

WHEREAS, the City has identified the need to mitigate the immediate impact upon the surrounding neighborhoods by amending certain definitions, ensuring there is adequate open space, and requiring sufficient parking to serve each development; and

WHEREAS, during the 2026 Idaho Legislative Session, House Bill No. 583 was passed and signed by the Governor amending Idaho Code § 67-6539, which does not permit a city to impose different restrictions or obligations on short-term rentals than are imposed on single-family dwellings in the city; and

WHEREAS, in order to be in compliance with House Bill No. 583 upon its effective date of July 1, 2026, the City is amending the use table to allow Bed and Breakfast Inns as a permitted use in all zoning districts in which single-family dwellings are permitted;

WHEREAS, on May 13, 2026, the Planning and Zoning Commission conducted a public hearing upon the amendments contained herein and recommended approval to the City Council; and

WHEREAS, on _____, 2026, the City Council conducted a public hearing and considered and adopted the amendments contained herein;

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 4, Chapter 1, Section 1-6 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 1-6. Definitions.

For the purpose of this Zoning Code, certain words and terms used herein are defined as follows:

- A. All words used in the present tense include the future tense; all words in the plural number include the singular number, and all words in the singular number include plural number; unless the natural construction of the wording indicates otherwise. The word "lot" includes the word "plot"; the word "building" includes the word "structure"; and the word "shall" is mandatory and not directory. The word "used" shall be deemed also to include "designed, intended or arranged to be used."
- B. Where applicable, uses have been named and defined using the 2012 North American Industry Classification System (NAICS) which is the standard used by the Federal government in classifying business establishments. The uses that are defined by NAICS will have an associated NAICS code in parenthesis following the named use (i.e., Bowling Centers (NAICS 713950)). In many cases, this Code has used an abbreviated definition, which is further defined using the 2012 NAICS Manual that is published on the United States Census Bureau website. Many NAICS subsectors include multiple industries that are included within the subsector. In some circumstances, certain industries have specifically been excluded from subsectors because of incompatibility with certain zoning districts.
- C. Unless otherwise specified, all distances shall be measured horizontally.
- D. Definitions used herein:
 - 1. *Accessory Dwelling Unit.* A secondary dwelling unit that is accessory to a single family dwelling on a single lot, containing complete housekeeping facilities and which is added to, created within, or detached from the principal dwelling unit and subject to the Specific Use Standards of this Code.
 - 2. *Accessory Use.* A minor or second use for which a lot, structure or building is designed or employed in conjunction with but subordinate to its primary use. The term is synonymous with "secondary use."
 - 3. *Affected Person.* A person who shows to the City, by a preponderance of evidence, that such person has an interest which may be adversely affected by the issuance or denial of a permit authorizing development or by a decision of the City.

4. *Agencies, Brokerages and Other Insurance Related Activities (NAICS 5242)*. Establishments primarily engaged in (1) acting as agents (i.e., brokers) in selling annuities and insurance policies; or (2) providing other employee benefits and insurance related services, such as claims adjustment and third party administration.
5. *Agriculture, Animal Production and Aquaculture (NAICS 112)*. Establishments that raise or fatten animals for the sale of animals or animal products and/or raise aquatic plants and animals in controlled or selected aquatic environments for the sale of aquatic plants, animals, or their products.
6. *Agriculture, Crop Production (NAICS 111)*. Establishments such as farms, orchards, groves, greenhouses, and nurseries, primarily engaged in growing crops, plants, vines, or trees and their seeds.
7. *Alley*. A passageway open to public travel which affords generally a secondary means of vehicular access to abutting lots and is not intended for general traffic circulation.
8. *Alterations*. A change or rearrangement of the structural parts of existing facilities, or an enlargement by extending the sides or increasing the height or depth, or the moving from one (1) location to another. In buildings for business, commercial, industrial or similar uses, the installation or rearrangement of partitions affecting more than one-third (1/3) of a single floor area shall be considered an alteration.
9. *Animal Slaughtering and Processing (NAICS 31161)*. Establishments primarily engaged in one (1) or more of the following: (1) slaughtering animals; (2) preparing processed meats and meat byproducts; and (3) rendering and/or refining animal fat, bones, and meat scraps. This industry includes establishments primarily engaged in assembly cutting and packing of meats (i.e., boxed meats) from purchased carcasses.
10. *Antenna Tower*. A structure to house or hold a device which transmits or receives television, radio, or telephone communications but excluding those which are used as accessory to a residential use.
11. *Amusement and Recreation Industries (NAICS 713990)*. Establishments (except amusement parks and arcades; gambling industries; golf courses and country clubs; skiing facilities; marinas; fitness and recreational sports centers; and bowling centers) primarily engaged in providing recreational and amusement services.
12. *Archery/Shooting Ranges*. A controlled area of activity, located indoors, specifically designed for the discharging of projectiles at targets.
13. *Automobile and RV Dealers (NAICS 4411)*. Establishments primarily engaged in retailing new and used automobiles and light trucks, such as sport utility vehicles, and passenger and cargo vans.
14. *Automotive Repair and Maintenance (NAICS 8111)*. Establishments involved in providing repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers. Establishments in this industry group employ mechanics with specialized technical skills to diagnose and repair the mechanical and electrical systems for automotive vehicles, repair automotive interiors, and paint or repair automotive exteriors.
15. *Basement*. That portion of a building partly underground and having at least one-half (1/2) of its height more than five feet (5') below the adjoining finish grade.
16. *Bed and Breakfast Inn*. Establishments primarily engaged in providing short-term lodging (durations of less than twenty-one (21) consecutive days per guest) for

compensation in private homes or accessory buildings where the owner resides upon the property and where breakfast may or may not be provided.

17. *Bedroom.* ~~A room within an apartment unit other than a living room, kitchen, bathroom, eating area or utility room which may be used for sleeping purposes. A room other than a living room, kitchen, or bathroom containing an egress window and a minimum of seventy (70) square feet of floor area with no horizontal dimension less than 7 feet. Sinks, final or rough-in plumbing, or other plumbing features that could be reasonably expected to permit or allow for the installation of a sink, shall not be permitted within any bedroom. All bedrooms shall be accessed from common areas within the dwelling such as a living room or kitchen and shall not be designed in a manner which would allow independent occupancy unless otherwise permitted by this code.~~
18. *Boarding House.* A building occupied by its owner in which not more than six (6) roomers, lodgers and/or boarders are housed or fed for compensation on a weekly or longer basis.
19. *Bowling Centers (NAICS 713950).* Establishments engaged in operating bowling centers. These establishments often provide food and beverage services.
20. *Broadcasting (NAICS 515).* Establishments that create content or acquire the right to distribute content and subsequently broadcast the content.
21. *Building Area.* The total ground coverage of a building or structure which provides shelter measured from the outside of its external walls or supporting members or from a point four feet (4') in from the outside edge of a cantilevered roof, whichever covers the greatest area.
22. *Building or Structure.* "Building" means any structure having a roof, but excluding all forms of vehicles even though immobilized. When a use is required to be within a building, or where special authority granted pursuant to this Zoning Code requires that a use shall be within an entirely enclosed building, then the term "building" means one so designed and constructed that all exterior walls of the structures shall be solid from the ground to the roof line, and shall contain no openings except for windows and doors which are designed so that they may be closed.
23. *Building or Structure, Accessory.* A subordinate building or structure, the use of which is incidental to the use of the main building on the same lot, attached to or located adjacent to a home, or on the same lot, including awnings, steps, porches, carports, garages, and storage buildings. Accessory buildings or structures may contain incidental uses such as but not limited to workshops, artist studios, hobby spaces, and accessory living spaces for residents of the main building which are not to be rented out for compensation unless otherwise permitted by this Code. Size limitations contained within this Code pertaining to accessory buildings or structures shall apply to the enclosed building footprint (the enclosed land area occupied by such accessory structure).
24. *Building or Structure, Detached.* A building surrounded on all sides by open space and which is located more than two feet (2') from the principal/primary structure.
25. *Building Height.* The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point on the roof or parapet wall.

26. *Building Line.* The line of that face or corner or part of a building nearest the property line.
27. *Building Material Sales and Garden Equipment/Supplies (NAICS 444).* Establishments that retail new building material and garden equipment and supplies from fixed point-of-sale locations. Establishments in this subsector have display equipment designed to handle lumber and related products and garden equipment and supplies that may be kept either indoors or outdoors under covered areas.
28. *Business, Professional, Political, Social Advocacy, Grantmaking, and Similar Organizations (NAICS 8132, 8133, 8139).* See individual NAICS sectors for definitions.
29. *Cemeteries and Crematories (NAICS 812220).* Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains and/or cremating the dead.
30. *Child Care Facility.* Any business, place of business or establishment which provides Child Care. This definition includes any premises, location, play area, playground, organization, institution, partnership, school, home, residence, dwelling, group home, foster home, place or facility whether such business or concern calls itself a mini school, kindergarten, nursery, pre-school, club, cooperative, mother's-day-out, learning center or any other business whose activity is the same or substantially similar to a Child Care operation or concern.
 - a. The definition of Child Care Facility shall not include:
 - (1) Any institution, school or facility 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 elementary, junior high, or high school licensed and designated as such by the State of Idaho.
 - (3) Any medical or hospital facility operated pursuant to license issued by the State of Idaho.
 - b. There shall be four (4) classifications of Child Care Facility:
 - (1) Family Child Care Facility: A Child Care Facility providing Child Care for five (5) or fewer children;
 - (2) Group Child Care Facility: A Child Care Facility providing Child Care for six (6) to twelve (12) children;
 - (3) Small Child Care Facility: A Child Care Facility providing Child Care for thirteen (13) to twenty (20) children; and
 - (4) Large Child Care Facility: A Child Care Facility providing Child Care for twenty-one (21) or more children.
 - (5) The number of children in each of the above classifications (1) through (4) may be increased with the addition of school-aged children (first grade and up) from 3:00 p.m. until 6:00 p.m. on weekdays, on teacher work days, and on snow days, without affecting the classification level.
31. *Civic and Social Organizations (NAICS 813410).* Establishments primarily engaged in promoting the civic and social interests of their members. Establishments in this industry may operate bars and restaurants for their members.
32. *Coffee/Espresso Stand.* A beverage service establishment where drive-up window service is the primary customer access.

33. *Commercial and Industrial Machinery and Equipment Repair and Maintenance (NAICS 811310)*. Establishments primarily engaged in the repair and maintenance of commercial and industrial machinery and equipment.
34. *Commercial Banking (NAICS 522110)*. Establishments primarily engaged in accepting demand and other deposits and making commercial, industrial, and consumer loans. Commercial banks and branches of foreign banks are included in this industry.
35. *Community Center*. A building or group of buildings in which members of a community may gather for group activities, social support, educational activities, cultural activities, and other purposes. They may sometimes be open for the whole community or for a specialized group within the greater community.
36. *Conditional Use*. "Conditional use" means a use permitted in one (1) or more zoning district as defined by this Zoning Code but which, because of characteristics peculiar to such use, or because of size, technological processes or equipment, or because of the exact location with reference to surroundings, streets and existing improvements or demands upon public facilities, requires a special degree of control to make uses consistent with and compatible to other existing or permissible uses in the same zoning district(s).
37. *Conditional Use Permit*. "Conditional Use Permit" means the documented evidence of authority granted by the Board of Adjustment to locate a conditional use at a particular location.
38. *Construction Contractor Services (NAICS 238)*. Establishments whose primary activity is performing specific activities (e.g., pouring concrete, site preparation, plumbing, painting, and electrical work) involved in building construction or other activities that are similar for all types of construction, but that are not responsible for the entire project.
39. *Consumer Goods Rental (NAICS 5322)*. Establishments primarily engaged in renting personal and household-type goods. Establishments classified in this industry group generally provide short-term rental although in some instances, the goods may be leased for longer periods of time. These establishments often operate from a retail-like or store-front facility.
40. *Correctional Institutions (NAICS 922140)*. Government establishments primarily engaged in managing and operating correctional institutions. The facility is generally designed for the confinement, correction, and rehabilitation of adult and/or juvenile offenders sentenced by a court.
41. *Credit Unions (NAICS 522130)*. Establishments primarily engaged in accepting members' share deposits in cooperatives that are organized to offer consumer loans to their members.
42. *Dance Halls*. Establishments where amplified sound or music is provided for entertainment.
43. *Data Processing, Hosting, and Related Services (NAICS 518)*. Establishments that provide the infrastructure for hosting and/or data processing services.
44. *Dormitory*. A building typically located at a college or university, containing a number of private or semiprivate rooms for residents, usually along with common bathroom facilities and recreation areas.

45. *Drinking Places (Alcoholic Beverages) (NAICS 722410)*. Establishments known as bars, taverns, nightclubs, or drinking places primarily engaged in preparing and serving alcoholic beverages for immediate consumption. These establishments may also provide limited food services.
46. *Dwelling, Single Family*. A detached building or manufactured home containing one (1) kitchen designed for, and occupied exclusively by, one (1) family. A second kitchen may be permitted with a recorded deed restriction, so long as the property is used as a single-family dwelling only with no physical separation established to separate living quarters within the dwelling which would allow the structure to be used and occupied by two families living independently of each other. The classification “single family dwelling” shall include any home in which eight (8) or fewer unrelated mentally and/or physically handicapped or elderly persons reside; and which is supervised. Resident staff, if employed, need not be related to each other or to any of the mentally or physically handicapped or elderly persons residing in the home. No more than two (2) such staff shall reside in the dwelling at any one (1) time.
47. *Dwelling, Townhouse*. A structure which contains three (3) or more attached single family dwelling units that share a single common wall and where each unit is located upon a separate platted lot to allow for individual sale.
48. *Dwelling, Twinhome*. A structure which contains two (2) attached single family dwelling units that share a single common wall and where each unit is located upon a separate platted lot to allow for individual sale.
49. *Dwelling, Two (2) Family*. A building containing two (2) kitchens and designed to be occupied by two (2) families living independently of each other.
50. *Dwelling, Multi-Family*. A building designed to house three (3) or more families living independently of each other and having one (1) yard in common.
51. *Dwelling Unit*. A building or portion thereof providing complete housekeeping facilities for one (1) family. Housekeeping facilities provide permanent provisions for living, sleeping, eating, cooking, and sanitation, and shall be limited to one (1) kitchen and two (2) washer and dryer sets per dwelling unit unless otherwise permitted by this Code. The term "dwelling" shall not be deemed to include motel, hotel, tourist home, bed and breakfast inn, or boarding house.
52. *Educational Services (NAICS 611)*. Establishments that provide instruction and training in a wide variety of subjects. The instruction and training is provided by specialized establishments, such as schools, colleges, universities, and training centers.
53. *Electronic and Precision Equipment Repair and Maintenance (NAICS 8112)*. Establishments primarily engaged in repairing electronic equipment, such as computers and communications equipment, and highly specialized precision instruments.
54. *Established Grade*. The high point of the sidewalk at the front or side lot line as established by the City.
55. *Fairgrounds*. An area where outdoor fairs, circuses, exhibitions, etc. are held.
56. *Family*.
 - a. For purposes of this “family” definition:

- (1) “related” shall mean persons related by blood, marriage, adoption, and/or guardianship or other duly authorized relationship, and
 - (2) “family” shall not mean any society, club, fraternity, sorority, association, lodge, federation, bed and breakfast inn, boarding house, ~~residential rental unit~~, or other like use or organization, and
 - (3) there shall be no more than one (1) “family” per dwelling unit, unless otherwise permitted by this Code.
 - (4) “living together as a single housekeeping unit” shall mean where all occupants of the dwelling unit enjoy a common right to use the entire dwelling, despite informal arrangements among members to designate certain areas as individual sleeping spaces, and where such persons share household living arrangements, including, but not limited to, rental or mortgage payments, utility payments, groceries, chores, maintenance of the premises, and common sanitary, living, and cooking supplies and/or facilities.
 - (5) “related by blood” shall mean persons related in any combination of the following: parents, step-parents, children, step-children, siblings, step-siblings, half-siblings, uncles, aunts, nephews, nieces, grandparents, grandchildren, great grandparents, great grandchildren, and first cousins.
- b. One (1) or more related persons living together as a single housekeeping unit in a dwelling unit; or
 - c. Not more than four (4) persons living together as a single housekeeping unit in a dwelling unit, when one (1) or more of them is not related to any other person in such dwelling unit; or
 - d. Two (2) persons who are not related and any number of additional persons related to either of such two (2) unrelated persons, as long as all persons are living together as a single housekeeping unit in such dwelling unit; or
 - e. Eight (8) or fewer unrelated mentally and/or physically handicapped or elderly persons reside; and which is supervised. Resident staff, if employed, need not be related to each other or to any of the mentally or physically handicapped or elderly persons residing in the home. No more than two (2) such staff shall reside in the dwelling at any one (1) time.
57. *Farm and Garden Machinery and Equipment Merchant Wholesalers (NAICS 423820)*. Establishments primarily engaged in the merchant wholesale distribution of specialized machinery, equipment, and related parts generally used in agricultural, farm, and lawn and garden activities.
 58. *Fitness Centers (NAICS 713940)*. Establishments primarily engaged in operating fitness and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, or racquet sports.
 59. *Floor Area*. The sum of the gross horizontal areas of the floors of a building or buildings, measured from the exterior faces of exterior walls and from the center line of division walls. Floor area shall include: basement space, elevator shafts and stairwells at each floor, mechanical equipment rooms or attic spaces with headroom of seven feet (7') six inches (6"), exterior steps or stairs, terraces, breezeways and open spaces.

60. *Fraternity, Sorority Or Student Cooperative.* A building occupied by and maintained exclusively for students affiliated with an academic or professional college or university, or other recognized institution of higher learning and regulated by such institution.
61. *Functional Open Space.* Land within a development which is permanently reserved as open space, free from permanent structures, useful for recreational or social use by the residents of the development, ~~or others; such space shall not include streets, roadways or parking areas.~~ Such space shall be located on grade and may be provided via a private yard, deck, or patio area. Functional open space shall not include parking areas or required landscape buffers and the smallest dimension of such open space shall not be less than fifteen feet (15').
62. *Funeral Homes and Funeral Services (NAICS 812210).* Establishments primarily engaged in preparing the dead for burial or interment and conducting funerals (i.e., providing facilities for wakes, arranging transportation for the dead, selling caskets and related merchandise). Funeral homes combined with crematories are included in this industry.
63. *Garage and/or Workshop, Private.* An enclosed space for the storage of one (1) or more private vehicles for residents of the premises.
64. *Garden, Accessory.* The use of land for growing of produce and/or plants that is accessory to a permitted principal use, and where the produce from the garden is primarily grown for the consumption and use or donation by the person(s) residing or employed upon the subject property. Accessory Gardens may include the keeping of animals and fowl as permitted by this Code. On-site retail sales are not permitted in association with Accessory Gardens unless specifically permitted under this Code.
65. *Garden, Community.* The collective use of land for growing of produce and/or plants conducted by a group of people, where the site is commonly divided into plots that individuals may rent for the season, where the produce or plant materials grown upon the site are intended for consumption, use, or donation by the person(s) cultivating the land. On-site retail sales are not permitted in association with Community Gardens unless specifically permitted under this Code.
66. *Garden, Market.* The use of land for growing of produce and/or plants that is conducted by a single individual or a group of individuals where the produce or plant materials grown upon the site are intended to be sold for consumption by others. Market Gardens may include the keeping of animals and fowl as permitted by this Code. On-site retail sales are not permitted in association with Market Gardens unless specifically permitted under this Code.
67. *Gasoline Stations (NAICS 447).* Establishments that retail automotive fuels (e.g., gasoline, diesel fuel, gasohol, alternative fuels) and automotive oils or retail these products in combination with convenience store items. These establishments have specialized equipment for the storage and dispensing of automotive fuels.
68. *General Freight Trucking (NAICS 4841).* Establishments primarily engaged in providing general freight trucking.
69. *Golf Courses and Country Clubs (NAICS 713910).* Establishments primarily engaged in operating golf courses (except miniature) which also may include dining facilities and other recreational facilities that are known as country clubs. These

- establishments often provide food and beverage services, equipment rental services, and golf instruction services.
70. *Golf Facilities, Miniature.* Establishments engaged in operating a novelty golf game played with a putter on a miniature course usually having tunnels, bridges, sharp corners, and obstacles. These establishments often provide food and beverage services.
 71. *Government Office Buildings.* A building or rooms in which the business of a department of government administration is carried out. Government office buildings include, but are not limited to, courthouses, local city government offices, and libraries.
 72. *Habitable Floor.* Any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor."
 73. *Health Care Services (Ambulatory) (NAICS 621).* Establishments that provide health care services directly or indirectly to ambulatory patients and do not usually provide inpatient services. Health practitioners in this subsector provide outpatient services, with the facilities and equipment not usually being the most significant part of the production process.
 74. *Hospitals (NAICS 622).* Establishments that provide medical, diagnostic, and treatment services that include physician, nursing, and other health services to inpatients and the specialized accommodation services required by inpatients. Hospitals may also provide outpatient services as a secondary activity. Establishments in the Hospitals subsector provide inpatient health services, many of which can only be provided using the specialized facilities and equipment that form a significant and integral part of the production process.
 75. *Hotels and Motels (NAICS 721110).* Establishments primarily engaged in providing short-term lodging in facilities known as hotels, motor hotels, resort hotels, and motels. The establishments in this industry may offer food and beverage services, recreational services, conference rooms and convention services, laundry services, parking, and other services.
 76. *Kitchen.* ~~Any rooms used or intended or designed to be used for cooking and/or preparation of food. That portion of a dwelling unit devoted to the preparation or cooking of food for the purpose of consumption by residents of the dwelling unit. For the purposes of this Code a kitchen is a food preparation area containing cabinetry and/or countertops, a sink, and one or more of the following: a refrigerator, cooking device, dishwasher, a natural gas stub or supply, or a 220-volt electrical outlet/wiring.~~
 77. *Large Retail Establishment.*
 - a. A single retail establishment; or any combination of retail establishments in a single building with shared private off-street parking (such as a shopping mall); or any combination of retail establishments in separate and abutting buildings which are planned, constructed, and/or managed as a single property with shared private off-street parking (such as a shopping center); and
 - b. Which is greater than forty thousand (40,000) square feet of gross floor area.
 78. *Laundries and Drycleaners (NAICS 812310).* Establishments primarily engaged in (1) operating facilities with coin-operated or similar self-service laundry and dry cleaning equipment for customer use on the premises; and/or (2) supplying and

servicing coin-operated or similar self-service laundry and dry cleaning equipment for customer use in places of business operated by others, such as apartments and dormitories.

79. *Lot.* A lot, in the meaning of this Zoning Code, is a single tract of land, no matter how legally described, whether by metes and bounds and/or by lot or lots and block designation as in a recorded plat, which at the time of applying for a building permit is designated by its owner or developer as the tract to be used, developed or built upon as a unit of land under single ownership or control and assigned to the particular use for which the building permit is being secured and having frontage on or access to a public street.
80. *Lot Area.* The total horizontal area within the boundary lines of a lot, excluding areas of dedicated and prescriptive public or railroad rights-of-way. The lot area shall include all utility easements and any flag pole portion of a flat lot.
81. *Lot, Corner.* A lot at the junction of and fronting on two (2) or more intersecting streets.
82. *Lot, Depth.* The mean dimension of the lot from the front street line to the rear line.
83. *Lot, Flag.* A lot with access provided to the part of the lot designated for use as a building site by a narrow corridor.
84. *Lot, Interior.* A lot fronting on one (1) street.
85. *Lot Line, Front.* The front lot line is the property boundary that abuts a public or private street; the front lot line for an undeveloped corner lot is either one (1) of the property boundaries that abuts a public or private street, as selected by the property owner.
86. *Lot Line, Rear.* The boundary line of a lot that is opposite and most distant from the front lot line.
87. *Lot Line, Side.* Any lot line not a rear lot line or a front lot line shall be considered a side lot line.
88. *Lot Line, Street Side.* The street side lot line is the property boundary on a corner lot that abuts a public or private street which is not considered the front lot line.
89. *Lot, Through.* A lot fronting on two (2) streets that do not intersect on the parcel's lot lines.
90. *Lot, Width.* The dimension of the lot line at the street, or in an irregular shaped lot the dimension across the lot at the building line, or in a corner lot the narrow dimension of the lot at a street or building line.
91. *Manufactured (Mobile) Home Dealers (NAICS 453930).* Establishments primarily engaged in retailing new and/or used manufactured homes (i.e., mobile homes), parts, and equipment.
92. *Manufactured Home.* A structure as defined by Idaho Code Section 39-4105(14) and which meets the following additional standards:
 - a. The manufactured home shall be multisectional and enclose a space of not less than one thousand (1,000) square feet; and
 - b. The manufactured home shall be placed on an excavated and backfilled foundation and enclosed at the perimeter such that the home is located not more than twelve inches (12") above grade; and
 - c. The manufactured home shall have a pitched roof of at least three feet (3') in vertical rise for each twelve feet (12') in horizontal run; and

- d. The manufactured home shall have any exterior siding and roofing material which is approved by the City for site-built homes; and
 - e. The manufactured home shall not be permitted within an area defined as a historic district under Section 67-4607, Idaho Code.
93. *Manufacturing, Aerospace Product and Parts Manufacturing (NAICS 3364)*. Establishments primarily engaged in one (1) or more of the following: (1) manufacturing complete aircraft, missiles, or space vehicles; (2) manufacturing aerospace engines, propulsion units, auxiliary equipment or parts; (3) developing and making prototypes of aerospace products; (4) aircraft conversion (i.e., major modifications to systems); and (5) complete aircraft or propulsion systems overhaul and rebuilding (i.e., periodic restoration of aircraft to original design specifications).
 94. *Manufacturing, Beverage (NAICS 3121)*. Establishments primarily engaged in manufacturing soft drinks, ice, and purifying and bottling water; manufacturing brewery products; winery products; and distillery products. Also included is (1) the artificially carbonating of water; (2) the brewing of beer, ale, malt liquors, and nonalcoholic beer; (3) growing of the grapes, and the manufacturing of wine and brandy, or making of wine or brandy from purchased materials, and the blending of wines and brandies; and (4) the distilling of potable liquors (except brandies) and the blending of liquors and other ingredients.
 95. *Manufacturing, Computer and Electronic Product (NAICS 334)*. Establishments that manufacture computers, computer peripherals, communications equipment, and similar electronic products, and establishments that manufacture components for such products.
 96. *Manufacturing, Electrical Equipment, Appliance, and Component (NAICS 335)*. Establishments that manufacture products that generate, distribute and use electrical power.
 97. *Manufacturing, Light*. The manufacturing, compounding, treatment, processing, assembling, packaging, or testing of goods or equipment that is primarily indoors and which does not present any adverse effect upon surrounding property from smoke, noise, vibration, dust, glare, air pollution, or water pollution.
 98. *Manufacturing, Medical Equipment and Supplies (NAICS 3391)*. Establishments primarily engaged in manufacturing medical equipment and supplies.
 99. *Manufacturing, Pharmaceutical and Medicine (NAICS 3254)*. Establishments primarily engaged in one (1) or more of the following: (1) manufacturing biological and medicinal products; (2) processing (i.e., grading, grinding, and milling) botanical drugs and herbs; (3) isolating active medicinal principals from botanical drugs and herbs; and (4) manufacturing pharmaceutical products intended for internal and external consumption in such forms as ampoules, tablets, capsules, vials, ointments, powders, solutions, and suspensions.
 100. *Manufacturing, Heavy*. The extraction, processing or treatment of raw materials, or the manufacturing, compounding, treatment, processing, assembling, packaging, testing, handling, or storage of explosive or radioactive materials or products.
 101. *Motorized Vehicle*. A motor driven conveyance capable of carrying one (1) or more passengers.

102. *Movie Theaters (NAICS 512131)*. Establishments primarily engaged in operating motion picture theaters (except drive-ins) and/or exhibiting motion pictures or videos at film festivals, and so forth.
103. *Museums and Art Galleries (NAICS 712110)*. Establishments primarily engaged in the preservation and exhibition of objects of historical, cultural, and/or educational value.
104. *Nonconforming Building Use*. The use of a building or structure which was a lawful use at the time this Zoning Code was passed but which use, because of the passage of this Zoning Code, does not conform to the regulations of the zoning district in which the use exists.
105. *Nonconforming Use*. A use which lawfully occupied a building or land at the time this Zoning Code becomes effective and which does not conform with the use regulations of the zoning district in which it is located.
106. *Nursing and Residential Care Facilities (NAICS 623)*. Establishments that provide residential care combined with either nursing, supervisory, or other types of care as required by the residents. In this subsector, the facilities are a significant part of the production process and the care provided is a mix of health and social services with the health services being largely some level of nursing services.
107. *Off-Street Parking*. Parking facilities for motor vehicles located on private property.
108. *Parking Lots and Garages (NAICS 812930)*. Establishments primarily engaged in providing parking space for motor vehicles, usually on an hourly, daily, or monthly basis and/or valet parking services. For the purposes of this Code, a parking lot is an off-street parking facility designed for more than four (4) parking spaces.
109. *Personal and Household Goods Repair and Maintenance (NAICS 8114)*. Establishments primarily engaged in home and garden equipment and appliance repair and maintenance; reupholstery and furniture repair; footwear and leather goods repair; and other personal and household goods repair and maintenance.
110. *Personal Care Services (NAICS 8121)*. Establishments such as barber and beauty shops, that provide appearance care services to individual consumers.
111. *Parking Space*. A usable space for the storage of one (1) passenger automobile or commercial vehicle, exclusive of access drives, aisles, or ramps, within a public or private parking lot or a building that meets the parking standards of this Code.
112. *Pet Care Services (NAICS 812910)*. Establishments primarily engaged in providing pet care services (except veterinary), such as boarding, grooming, sitting, and training pets.
113. *Planned Unit Development (PUD)*. The PUD is characterized by a unified site design for a number of housing units and/or other buildings where clustering of buildings and utilization of open space will allow for enhanced land use. Through a PUD, a development may be planned as a unit and the density of use may be calculated on the basis of the entire project, rather than on a lot by lot basis. Individual uses and structures in a PUD need not comply with specific building locations, height, building size, floor area, lot size and open space requirements of the underlying basic zone provided that requirements set forth herein are complied with, and the development as a whole is harmonious with the community, particularly adjacent land uses.
114. *Principal Use*. The primary or predominant use(s) to which a property is or may be devoted.

115. *Professional, Scientific, and Technical Services (NAICS 541)*. Establishments engaged in processes where human capital is the major input. These establishments make available the knowledge and skills of their employees, often on an assignment basis, where an individual or team is responsible for the delivery of services to the client. The individual industries of this subsector are defined on the basis of the particular expertise and training of the services provider.
116. *Public Service and Utility Facility*. Public facilities necessary to serve the neighborhood or community, including, but not limited to, fire stations, police stations, national guard armories, fire training facilities, pumping stations, electrical substations, and telephone switching facilities.
117. *Publishing Industries (except Internet) (NAICS 511)*. Establishments engaged in the publishing of newspapers, magazines, other periodicals, and books, as well as directory and mailing list and software publishing.
118. *Public Utility*. A public service corporation performing some public service and subject to special governmental regulations, or a governmental agency performing similar public services, the services by either of which are paid for directly by the recipients thereof. Such services shall include, but are not limited to, water supply, electric power, gas and transportation for persons and freight.
119. *Railroad Yards (NAICS 488210)*. Establishments primarily engaged in providing specialized services for railroad transportation, including servicing, routine repairing (except factory conversion, overhaul or rebuilding of rolling stock), and maintaining rail cars; loading and unloading rail cars; and operating independent terminals.
120. *Real Estate Services (NAICS 531)*. Establishments that are primarily engaged in renting or leasing real estate to others; managing real estate for others; selling, buying, or renting real estate for others; and providing other real estate related services, such as appraisal services.
121. *Religious Facilities (NAICS 813110)*. Establishments primarily engaged in (1) operating religious organizations, such as churches, religious temples, and monasteries; and/or (2) establishments primarily engaged in administering an organized religion or promoting religious activities.
122. *Rental and Leasing Services (NAICS 532)*. Establishments that provide a wide array of tangible goods, such as automobiles, computers, consumer goods, and industrial machinery and equipment, to customers in return for a periodic rental or lease payment.
123. *Restaurants (NAICS 72251)*. Establishments primarily engaged in one (1) of the following: (1) providing food services to patrons who order and are served while seated (i.e., waiter/waitress service), and pay after eating; (2) providing food services to patrons who generally order or select items (e.g., at a counter, in a buffet line) and pay before eating; or (3) preparing and/or serving a specialty snack (e.g., ice cream, frozen yogurt, cookies) and/or nonalcoholic beverages (e.g., coffee, juices, sodas) for consumption on or near the premises.
124. *Retail Sales (NAICS 44-45)*. Establishments engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise.
125. *Riding Stables*. Establishments where horses are kept for riding, driving, or stabling for compensation.

126. *RV (Recreational Vehicle) Parks and Campgrounds (NAICS 721211)*. Establishments primarily engaged in operating sites to accommodate campers and their equipment, including tents, tent trailers, travel trailers, and RVs (recreational vehicles). These establishments may provide access to facilities, such as washrooms, laundry rooms, recreation halls and playgrounds, stores, and snack bars.
127. *Savings Institutions (NAICS 522120)*. Establishments primarily engaged in accepting time deposits, making mortgage and real estate loans, and investing in high-grade securities. Savings and loan associations and savings banks are included in this industry.
128. *Sawmills (NAICS 321113)*. Establishments primarily engaged in sawing dimension lumber, boards, beams, timbers, poles, ties, shingles, shakes, siding, and wood chips from logs or bolts.
129. *Scrap Yards / Material Recycling (NAICS 423930)*. Establishments primarily engaged in the merchant wholesale distribution of automotive scrap, industrial scrap, and other recyclable materials. Included in this industry are auto wreckers primarily engaged in dismantling motor vehicles for the purpose of wholesaling scrap.
130. *Securities, Commodity Contracts, and Other Financial Investments and Related Activities (NAICS 523)*. Establishments that are primarily engaged in one (1) of the following: (1) underwriting securities issues and/or making markets for securities and commodities; (2) acting as agents (i.e., brokers) between buyers and sellers of securities and commodities; (3) providing securities and commodity exchange services; and (4) providing other services, such as managing portfolios of assets; providing investment advice; and trust, fiduciary, and custody services.
131. *Self-Storage Facilities (NAICS 531130)*. Establishments primarily engaged in renting or leasing space for self-storage. These establishments provide secure space (i.e., rooms, compartments, lockers, containers, or outdoor space) where clients can store and retrieve their goods.
132. *Setback*. The distance that buildings or uses must be removed from their lot lines. Setbacks shall be measured, where applicable, from proposed or actual public or private street right-of-way lines. When measuring front and street side yard setbacks for lots that abut a Local Residential Street, as designated upon the Thoroughfare Plan within the City's Comprehensive Plan, the front and street side setbacks shall be measured from the building lot side of the public sidewalk to the nearest point of the wall of the main building on the lot. In such cases where sidewalks do not exist in the front or street side of a building lot, the Zoning Administrator shall determine the point of measurement based upon the location of adjacent principal structures, the likelihood of future sidewalk installation, and the anticipated location of such future sidewalk.
133. *Sign*. A presentation, display, or representation of words or letters, or of a figure, design, picture, painting, color pattern, logo, emblem, symbol, trademark or other representation so as to give notice, advertise, call attention to, or identify an entity.
134. *Software Publishers (NAICS 5112)*. Establishments primarily engaged in computer software publishing or publishing and reproduction. Establishments in this industry carry out operations necessary for producing and distributing computer software, such as designing, providing documentation, assisting in installation, and providing

- support services to software purchasers. These establishments may design, develop, and publish, or publish only.
135. *Stadiums and Sports Arenas (NAICS 713940)*. Establishments primarily engaged in operating fitness and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, or racquet sports.
 136. *Street*. A public thoroughfare which affords the principal means of access to abutting properties.
 137. *Telecommunications Services (NAICS 517)*. Establishments that provide telecommunications and the services related to that activity (e.g., telephony, including Voice over Internet Protocol (VoIP); cable and satellite television distribution services; Internet access; telecommunications reselling services). The Telecommunications subsector is primarily engaged in operating, and/or providing access to facilities for the transmission of voice, data, text, sound, and video.
 138. *Temporary Use*. A land use established for a limited duration which does not require permanent site improvements. Temporary Uses include, but are not limited to, the erection of temporary structures for activities such as fruit and vegetable sales, Christmas tree sales, fireworks sales, art sales, and other retail sales permitted in the zoning district within which the proposed use is to be located.
 139. *Use*. The purpose land, a building or a structure now serves or for which it is occupied, maintained, arranged, designed or intended.
 140. *Use District*. A portion or portions of the City designated on the Moscow Zoning Map as one (1) or more of the categories listed and described in this Zoning Code.
 141. *Variance*. A modification of the bulk and placement requirements of the ordinance as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, height of buildings, or other ordinance provision affecting the size or shape of a structure or the placement of the structure upon lots, or the size of lots.
 142. *Veterinary Services (NAICS 541940)*. Establishments of licensed veterinary practitioners primarily engaged in the practice of veterinary medicine, dentistry, or surgery for animals; and establishments primarily engaged in providing testing services for licensed veterinary practitioners.
 143. *Warehousing and Storage (NAICS 493)*. Establishments that are primarily engaged in operating warehousing and storage facilities for general merchandise, refrigerated goods, and other warehouse products. These establishments provide facilities to store goods. They do not sell the goods they handle. These establishments take responsibility for storing the goods and keeping them secure. They may also provide a range of services, often referred to as logistics services, related to the distribution of goods.
 144. *Wholesale Uses (NAICS 423)*. Establishments that sell capital or durable goods to other businesses.
 145. *Yard*. An open unoccupied space, except as otherwise permitted in this Code, in the front, rear or side on the same lot with a building or proposed building, which extends along a lot line and at right angles to the lot line to a depth or width specified in the setback requirements of the zoning district where the property is located.
(Ord. 2018-07, 05/21/2018)

...

SECTION 3: That Title 4, Chapter 3, Section 3-4 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 3-4. Land Use Table.

DRAFT

LAND USE TABLE																	
P = Permitted Use		PA = Permitted Accessory Use				C = Conditional Use Permit				Blank = Not Permitted							
RESIDENTIAL USES	NAICS 2012 Code No.	AF	FR	SR	R-1	R-2	R-3	R-4	RO	NB	RTO	CB	GB	MB	I	UMC	U
Dwellings in Residential Zones²																	
Single Family (up to 4 unrelated individuals)		P	P	P	P	P	P	P									
Two Family							P	P									
Twinhome							P	P									
Townhouse ¹							P	P									
Single Family Dwelling Unit (up to 6 unrelated individuals)		C	C	C	C	C	C	P									
Multiple Family (3 or more units)								P									
Mobile Home Parks								P									
Dwellings in Commercial Zones																	
Above or behind a commercial use or on a secondary street frontage		See above, Dwellings in Residential Zones							P	P		P/C ³	P	P	PA ⁴	P/C ³	P
On the ground floor on primary street frontage									P	C		C	C	C	PA ⁴	C	P
Group Living																	
Boarding House (occupied by owner, up to 6 boarders)		P	C	C	C	C	C	P	See above, Dwellings in Commercial Zones								
Dormitories																	P
Fraternity, Sorority, and Cooperative Houses	721310							C									P
Accessory Uses																	
Accessory Buildings or Structures (up to 1,000 sq ft)		PA	PA	PA	PA	PA	PA ¹⁵	PA ¹⁵	PA								
Accessory Buildings or Structures (1,001 to 1,500 sq ft)		C	C	C	C	C	C	C	C								
Accessory Buildings or Structures (no size limitation)										PA	PA	PA	PA	PA	PA	PA	PA
Accessory Dwelling Unit ¹		PA	PA	PA	PA	PA	PA	PA									
Accessory Home Occupations Type I ¹		PA	PA	PA	PA	PA	PA	PA	PA	PA		PA	PA	PA	PA	PA	PA
Accessory Home Occupations Type II ¹		C	C	C	C	C	C	C	PA	PA		PA	PA	PA	PA	PA	PA
Accessory Gardens		PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA
NON-RESIDENTIAL USES																	
Agricultural Uses																	
Agriculture, Animal Production	112	P/C ¹⁸	C ⁵														P
Agriculture, Crop Production	111	P															P
Animals and Fowl (as permitted by City Code Title 10)		PA	PA	PA	PA	PA	PA	PA	PA								
Animal Slaughtering and Processing	31161	C														P	P
Gardens (Market and Community) no on-site retail sales ¹		P	P	P	P	P	P	P	P	P		P	P	P	P	P	P
With on-site retail sales ¹		P	P	C	C	C	C	C	P	P		P	P	P	P	P	P
Sawmills	321113	C														C	
Amusement and Recreation Facilities																	
Archery/Shooting Ranges (indoor only)	713990											P	P	P	P	P	P
Bowling Centers	713950											P	P	P		P	P
Dance Halls	713990											P	P	P		P	P
Fitness Centers	713940									P		P	P	P		P	P
Golf Courses and Country Clubs	713910	C	C	C	C	C	C	C	C								P
Miniature Golf Facilities	713990											P	P	P		P	P
Movie Theaters	512131											P	P	P		P	P
Riding Stables	713990	C										P	P	P	P	P	P
Stadiums and Sports Arenas (Ice/Roller Rinks, Gymnasiums, Ballfields)	713940							C	C			P	P	P		P	P
Animal-Related Business																	
Veterinary Services	541940	C	C						P	P			P	P	P		
Pet Care Services ¹	812910	C	C							P ¹⁰				P	P		
Financial, Technology, and Professional Services																	
Agencies, Brokerages and Other Insurance Related Activities	5242							P ⁶	P	P	P	P	P	P		P	
Broadcasting Studios	515											P	P	P	P		P
Business, Professional, Political, Social Advocacy, Grantmaking, and Similar Organizations	8132/8133/8139							P ⁶	P	P	P	P	P	P		P	
Commercial Banking, Credit Unions, and Savings Institutions	522110/120/130											P	P	P			
Construction Contractor Services	238											P	P	P	P	P	
Data Processing, Hosting, and Related Services	518								P	P	P	P	P	P	P	P	P
Professional, Scientific, and Technical Services	541							P ⁶	P	P	P ¹¹	P ¹¹	P	P	P	P ¹¹	P
Publishing Industries (except Internet)	511										P	P	P	P	P	P	P
Real Estate Services	531							P ⁶	P	P	P	P	P	P		P	
Securities, Commodity Contracts, and Other Financial Investments	523							P ⁶	P	P	P	P	P	P		P	
Software Publishers	5112							P ⁶	P	P	P	P	P	P	P	P	
Food and Beverage Service																	
Coffee/Esspresso Stand										P		C	C	P		C	P
Drinking Places (Alcoholic Beverages)	722410											P	P	P		C	P
Restaurants	72251								P ⁹	P		P	P	P		P	P

NON-RESIDENTIAL USES	NAICS 2012 Code No.	AF	FR	SR	R-1	R-2	R-3	R-4	RO	NB	RTO	CB	GB	MB	I	UMC	U
Manufacturing																	
Beverage Manufacturing	3121									C		P	P	P	P	P	
Manufacturing, Heavy																C	
Manufacturing, Light													C	P	P	C	
Aerospace Product and Parts Manufacturing	3364										P		C	P	P	C	
Computer and Electronic Product Manufacturing	334										P		C	P	P	C	
Electrical Equipment, Appliance, and Component Manufacturing	335										P		C	P	P	C	
Medical Equipment and Supplies Manufacturing	3391										P		C	P	P	C	
Pharmaceutical and Medicine Manufacturing	3254										P		C	P	P	C	
Public/Institutional Uses																	
Antenna Towers (new)		C	C	C	C	C	C	C	C	C	C		C	C	C	C	C
Co-Location ¹⁴		P	P	P	P	P	P	P	P	P	P		P	P	P	P	P
Cemeteries	812220	C	C	C	C	C	C	C	C	C					C		
Child Day Care Services ¹																	P
Family, 5 or fewer children		PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	P
Group, 6 to 12 children		P	P	P	P	P	P	P	P	P	P	C	C	C	C	C	P
Small, 13 to 20 children		C	C	C	C	C	P	P	P	P	C	C	C	C	C	C	P
Large, 21 or more children		C	C	C	C	C	C	C	C	C	P	C	C	C	C	C	C
Civic and Social Organizations	813410												P	P	P		C
Community/Neighborhood Center		C	C	C	C	C	C	C	P	P			P	P	P		P
Correctional Institutions	922140														C	C	
Educational Services ¹	611	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C	C	C	C ¹⁶	C	C	C	C	C	P
Fairgrounds		C	C	C	C	C	C	C	C	C					C		
Funeral Homes and Funeral Services	81221								C	C	P		C	P	P		
Government Office Buildings		C	C	C	C	C	C	C	C	P			P	P	P	P	P
Health Care Services (Ambulatory) (excluding 624410)	621								P	P	P ⁸	P	P	P	P	P	P
Hospitals	622											C	P	C			P
Museums and Art Galleries	712110							C	C	P		P	P	P		P	P
Nursing and Residential Care Facilities	623							C	C			P	P	P			
Public Parks & Recreational Facilities (operated by local government) ⁷		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public Service and Utility Facilities		C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P
Religious Facilities	813110	C	C	C	C	C	C	C	C	P		P	P	P		C	P
Telecommunications Services ¹	517							P ⁶	P	P	P	P	P	P	P	P	P
Retail and Personal Services																	
Consumer Goods Rental	5322									P		P	P	P	P	P	P
Laundries and Drycleaners	812310/ 812320									P		P	P	P	P	P	P
Personal Care Services	8121								P	P		P	P	P	P	P	P
Retail Sales (excluding 4411, 444, 447, & 453930)	44-45								PA	P	PA	P	P	P	P	P	P
Large Retail Establishment ¹														P	P		
NON-RESIDENTIAL USES																	
Storage Services																	
Self-Storage Facilities	531130	C	C												C	P	
Warehousing and Storage	493										PA ¹²				C	P	
Wholesale Uses	423										PA ¹²				C	P	
Temporary Uses¹																	
Vehicles and Equipment																	
Automobile and RV Dealers	4411											C	C	P	P		
Automotive Repair and Maintenance	8111											C	C	P	P		
Building Material Sales & Garden Equipment/Supplies	444													P	P		
Commercial and Industrial Machinery and Equipment Repair and Maintenance	811310														P		
Electronic and Precision Equipment Repair and Maintenance	8112								P	P		P	P	P	P		
Gasoline Stations	447											C	C	P	P		
Heavy Equipment Sales (manufactured home dealers, farm and garden equipment)	453930 423820														C	P	
Parking Lots and Garages	812930	PA	PA	PA	PA	PA	PA	PA	P	P	PA	P	P	P	P	P	P
Personal and Household Goods Repair and Maintenance	8114									P		P	P	P	P	P	
Railroad Yards and General Freight Trucking	488210/4841															P	
Rental and Leasing Services (excluding 5322)	532											C	C	P	P		
Scrap Yards/Material Recycling	423930															C	
Visitor Accommodations																	
Bed and Breakfast Inns		P	P	GP	GP	GP	GP	P	P	P		P	P	P		P	P
Hotels and Motels	721110											P	P	P		P	P
RV Parks and Campgrounds	721211	C	C					C					P	P	P		P
USE ELEMENTS & EXCEEDANCES TO BULK & DIMENSIONAL REQUIREMENTS																	
Drive-Through Facilities ¹												P/C ¹³	C	P		C	
Exceedance of maximum building height (for permitted non-residential uses)		C	C	C	C	C	C	C	C	C	C	C	C				C ¹⁷

NOTES	
¹	Subject to Specific Use Standards within Section 4-3-4 of this Zoning Code
²	Only one principal dwelling permitted per building lot in AF, FR, SR, R-1, and R-2 Zones
³	Residential dwellings located on ground floor on secondary street frontages require a Conditional Use Permit in CB and UMC Zone
⁴	One dwelling unit per lot is allowed where accessory to a permitted principal use
⁵	Feedlots must be on at least 20 acres of land and associated buildings must be set back at least 500 ft from the nearest property line
⁶	Use shall not exceed 2,000 sq ft of office space
⁷	Including all public facilities operated by local government (including but not limited to parks, recreational facilities, and recycling centers)
⁸	Excluding Outpatient Care Centers, Home Health Care Services, and Other Ambulatory Health Care Services (NAICS 6214, 6216, and 6219)
⁹	Restaurants shall not exceed 1,500 sq ft in the RO Zone
¹⁰	Indoor kennels only
¹¹	Excluding Veterinary Services
¹²	Indoor storage only
¹³	Drive-up windows permitted for financial institutions only, Conditional Use Permit is required for drive-up windows associated with all other uses in the CB Zone
¹⁴	Antenna shall not extend more than 18 ft above, and shall not project more than 8 ft horizontally away from the existing tower or support structure
¹⁵	Or 600 sq ft per dwelling unit in R-3 and R-4 Zones
¹⁶	Business Schools and Computer and Management Training, and Technical and Trade Schools only, as defined by NAICS code number 6114 and 6115, and excluding aviation and flight training instruction schools, modeling schools, nursing schools, cosmetology schools, and truck driving schools
¹⁷	Residential or commercial uses may obtain a Conditional Use Permit for exceedance of the maximum building height in the UMC Zone
¹⁸	Feedlots with up to 20 animals are permitted by right. Feedlots between 20 and 200 animals require a Conditional Use Permit
¹⁹	Elementary Schools, Secondary Schools, and Other Schools and Instruction only, as defined by NAICS code number 6111 and 6116

...

SECTION 4: That Title 4, Chapter 4, Section 4-2 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 4-2 Bulk and Placement Regulations Table.

...

BULK & PLACEMENT REGULATIONS TABLE

	AF	FR	SR	R-1	R-2	R-3	R-4	RO	NB	RTO	CB	GB	MB	I	UMC	U
Minimum Lot Requirements																
Minimum lot area (expressed in square feet unless otherwise noted, no minimum lot area for non-residential uses)																
Single family detached	40 acres ¹³	3 acres	1 acre	9,600	7,000	6,000	5,000 ¹	5,000 ¹	5,000 ¹	-						
Twinhome	-	-	-	-	-	3,250	2,250	2,250	2,250	-						
Townhouse	-	-	-	-	-	2,000 ²	1,800	1,800	1,800	-						
Two family dwelling	-	-	-	-	-	7,000	5,000 ¹	5,000 ¹	5,000 ¹	-						
Multiple family dwelling	-	-	-	-	-	-	5,000 ¹	5,000 ¹	5,000 ¹	-						
Minimum lot width (in feet, no minimum lot width for non-residential uses)																
Single family detached	150	125	100	80 ³	60 ³	60 ³	50	50	50	-						
Twinhome	-	-	-	-	-	30	25	25	25	-						
Townhouse	-	-	-	-	-	20	18	18	18	-						
Two family dwelling	-	-	-	-	-	60 ³	50	50	50	-						
Multiple family dwelling	-	-	-	-	-	-	50	50	50	-						
Minimum Setbacks⁹ (in feet)																
Front ¹⁰	30	25	25	25	20	15	15	10	20	25			10	10		
Rear	35	30	30	20	20	20	20	20	20	20 ⁴						
Side Yard Minimum	35	20	20	5	5	5	5 ^{5/6}	5 ^{5/6}	10	20 ⁴						
Side Yard Combined Minimum				15	15 ⁵	15 ⁵	15 ^{5/6}	15 ^{5/6}								
Street Side	20	17	17	17	15	13	13	10	10	20			10			
Exceptions to Minimum Setbacks Listed Above																
Twinhome and Townhouse Exterior Side Setback	-	-	-	-	-	8	8	8	8	-						
Garage Door Front Setback (when door faces said street)	20	40	40	25	20	20	20	20	20	25						
Garage Door Street-Side Setback (when door faces said street)	20	20	20	20	20	20	20	20	20	20						
Accessory Structure Side & Rear Setback (detached, 200 sq ft or less) ¹¹	0	0	0	0	0	0	0	0	0	0						
Accessory Structure Side & Rear Setback (detached, greater than 200 sq ft) ¹²	5	5	5	5	5	5	5	5	5	5						
Common Open Space (minimum 400 square feet per lot or as required below, whichever is greater, residential uses only)																
						75/du	75/du	75/du	75/du			75/du	75/du			
	AF	FR	SR	R-1	R-2	R-3	R-4	RO	NB	RTO	CB	GB	MB	I	UMC	U
Maximum Building Height⁸ (in feet)																
Principal Structure	35	35	35	35	35	35	40	40	40	65	65	65			65	
Accessory Structure (detached, GREATER than 200 sq ft, and encroaching into required rear yard setback for the parcel)																
Building Height	35	35	35	35	35	35	40	40	40	65	65	65				
Wall Height ⁷	14	14	14	14	14	14	14	14	14	14	-	-				
Accessory Structure (detached, 200 sq ft OR LESS, and encroaching into principal structure side or rear yard setbacks)																
Building Height	12	12	12	12	12	12	12	12	12	12	-	-				
Notes																
where space is blank there is no minimum/maximum requirement, "-" = not applicable, use not permitted in that zone																
du = dwelling unit																
¹ Or 800 square feet per dwelling, whichever is greater																
² Average net density of a townhouse development shall not be more than fourteen and one-half (14.5) units per acre																
³ Minimum lot width for lots that have rear alley access is reduced by 10 feet																
⁴ Or equal to the height of the building, whichever is greater, when adjacent to R-1, R-2, R-3, or R-4 Zones																
⁵ Side yard combined minimum of 15 feet only applies to lots 55 feet or more in width																
⁶ Minimum side yard setback for multiple family developments on lots greater than 20,000 square feet shall be no less than 10 feet																
⁷ Dormers may be allowed to exceed 14 feet provided they do not occupy more than fifty percent (50%) of the length of the wall, each wall measured separately																
⁸ Building height is defined in Section 4-1-6 of this Code. For exceptions to maximum building height regulations refer to Section 4-3-3 and Section 4-5-3 of this Code.																
⁹ Minimum setbacks as specified on this table are for building walls. For permitted projections into minimum setback areas, refer to Section 4-5-4(C) of this Code																
¹⁰ Where established front setbacks are less than the minimum required for such Zone, refer to Section 4-5-4(E) of this Code for an alternate front setback requirement																
¹¹ Roof drainage must be contained on-site																
¹² The accessory structure shall not occupy more than fifty percent (50%) of the area of the required rear yard for the parcel																
¹³ Exception to minimum forty (40) acre lot size: No more than one (1) parcel of land less than forty (40) acres may be divided from an existing parcel of forty (40) acres or more in the AF zoning district (a 1/4-1/4 section or full Government Lot shall be treated as a forty (40) acre parcel for the purposes of this Zoning Code). The small parcel shall be at least one (1) acre in area and must be registered with the Office of the Latah County Clerk and the City Community Development Department. Such exceptions must be reviewed and approved by the Council and the Board of Latah County Commissioners.																

SECTION 5: That Title 4, Chapter 6, Section 6-2 of the Moscow City Code be, and the same is hereby amended to read as follows:

...

Sec. 6-2. Off-Street Parking Requirements.

- A. General Provisions: The general provisions for off-street parking and loading are as follows:
1. The provision and maintenance of off-street parking and loading spaces is a continuing obligation of the property owner. No building permit will be issued until plans are presented to the City which show property that is and will remain available for exclusive use as off-street parking and loading space. The subsequent use of property for which the building permit is issued is subject to a condition of continued satisfaction of the requirements of this Section.
 2. A building permit shall be obtained before the construction of any off-street parking or loading areas, or before the expansion of any existing off-street parking or loading areas, commences. A Certificate of Occupancy will be issued only upon completion of all improvements required herein or a temporary and conditional occupancy permit may be issued upon the property owner entering a written agreement insuring the completion of all required improvements within a reasonable period of time, which in no event shall be longer than six (6) months after issuance of the temporary and conditional certificate of occupancy. In the event that the property owner requires additional time, the Zoning Administrator may authorize an extension up to an additional six (6) months. Fees for plan review and inspection may be established from time to time by the Council by resolution for parking areas not associated with a structure requiring a building permit.
 3. Application of Off-Street Parking and Loading Requirements:
 - a. General: Unless otherwise expressly stated, the parking regulations of this Section shall apply to all districts and all uses within zoned and unzoned areas.
 - b. New Structure or Use: Unless otherwise expressly stated, at the time a new structure is erected upon a parcel, or a new use is established on a previously undeveloped parcel, off-street parking shall be provided in accordance with the provisions of this Section.
 - c. Change in Use: Unless otherwise expressly stated, when the use of the property changes, additional off-street parking must be provided to serve the new use only when the number of parking spaces required for the new use exceeds by more than ten percent (10%) the number of spaces required for the lawful use that most recently occupied the building, based upon the Off-Street Parking Schedule of this Section. In other words, a one hundred ten percent (110%) "credit" is given to the most recent lawful use of the property for the number of parking spaces that would be required under this Section, regardless of whether such spaces are actually provided. Any new spaces that are required shall be provided in accordance with the provisions of this Section. When the number of parking spaces required for the new use exceeds (by more than ten percent [10%]) the number of spaces required for the use that most recently occupied the property, additional parking spaces are required only to make up the difference between the amount of parking required

- for the previous use and the amount of parking required for the new use, based on the standards of this Section.
- d. Expansion or Enlargement: Unless otherwise expressly stated, whenever an existing building or use is enlarged or expanded to include additional dwelling units, floor area, seating capacity, employees, or other units of measurement used for establishing off-street parking requirements, the provisions of this Section shall apply. In the case of enlargements or expansions triggering requirements for additional parking, additional off-street parking spaces are required only to serve the enlarged or expanded area, not the entire building or use. There is no requirement to address lawfully existing parking deficits. Additional off-street parking spaces are required only when existing development is enlarged or expanded in any way that results in more than a ten percent (10%) increase in the total number of off-street parking spaces required for the development, based upon the provisions of this Section.
 - e. Other Parking Areas: All new parking areas or additions to existing parking areas, whether or not their construction is required by the Off-Street Parking Schedule, shall be constructed in accordance with the provisions of this Section.
 - f. Alterations: Alterations may be made to parking lots where such alterations are made in conformance with the provisions of this Section. Alterations may be made to nonconforming lots where there is no reduction in the number of parking spaces provided; or there may be a reduction in the number of spaces where the alterations are directed toward bringing the parking area into compliance with the landscaping and/or design requirements of this Section.
 - g. Maintenance: Routine maintenance of parking facilities shall be permitted and no building permit shall be required for such maintenance.
4. The required number of parking spaces shall be available for the parking of passenger automobiles for residents, customers, patrons, and employees and shall be in addition to spaces used for storage of vehicles or materials, or for the parking of vehicles used in conducting the business or use.
 5. A plan, drawn to scale, indicating how the off-street parking and loading requirements are to be met, shall accompany an application for a building permit. Such plan shall show all elements necessary to determine that the requirements of this Section are being met, including the following:
 - a. Individual parking and loading spaces.
 - b. Circulation area necessary to serve spaces.
 - c. Access to streets and property to be served.
 - d. Curb cuts.
 - e. Areas reserved for landscaping, types of plants and any other materials or improvements required for landscaping.
 - f. Dimensions, continuity and substance of fencing or other types of screening.
 - g. Grading, surfacing, drainage and subgrading details.
 - h. Obstacles, if any, to parking and traffic circulation in the finished parking area.
 - i. Specifications for signs, bumper guards and markings to identify individual spaces.
 - j. Traffic control devices and signage.
 - k. Other pertinent details.
 6. Design requirements for parking lots:

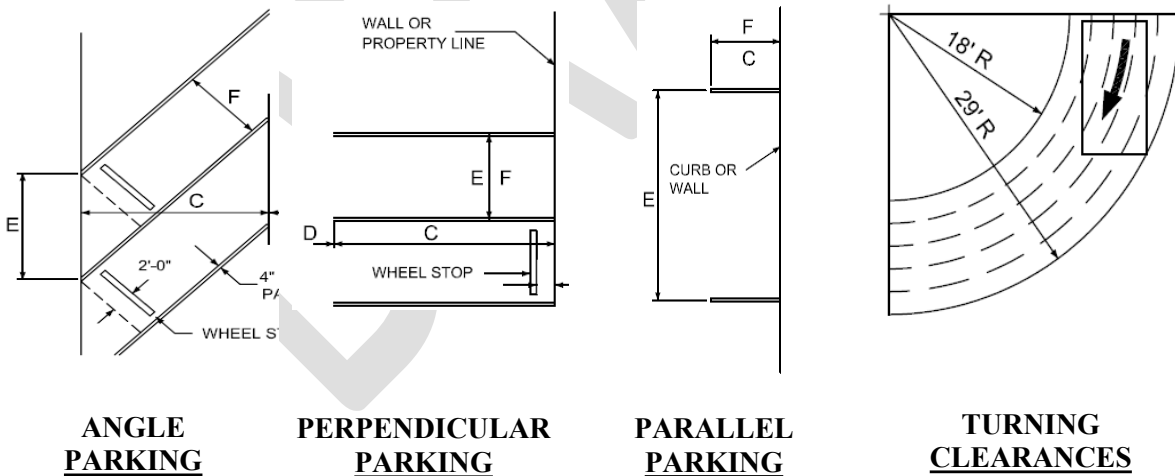
- a. Parking lots and their associated driveways and vehicle maneuvering areas shall have plant mix asphaltic concrete of two inch (2") thickness with six inches (6") of crushed rock base, or Portland cement concrete of four inch (4") thickness with four inch (4") crushed rock base surfaces, or an alternative surface of similar durability and utility, approved by the City Engineer. These standards are designed for passenger vehicles and may not support heavy truck traffic and/or loading.
- b. Parking lots and required interior landscaping shall be contained by a curb which is at least four inches (4") high and which is set back a minimum of two feet (2') from the property line and from exterior landscaping, except where the parking spaces are provided for single family dwellings.
- c. Individual parking spaces shall be permanently marked to allow users to adequately identify the required individual spaces, except where the spaces are provided for single family or two (2) family dwellings.
- d. Parking lots and spaces shall be designed such that their use will not require backing movements or other maneuvering within a street right of way. Parking spaces provided for single family and two (2) family dwellings are exempt from this requirement, unless the street being accessed is a designated arterial street or there is more than one (1) detached single-family dwelling or two (2) family dwelling upon a single lot. The continuation, alteration, expansion, relocation, reconstruction, or replacement of a single or a two (2) family dwelling, for which the parking requires backing or maneuvering within a designated arterial street right-of-way, shall be allowed where such situation existed prior to May 1, 2003, notwithstanding the nonconformity regulations of this Zoning Code. Additional parking required as a result of the expansion, alteration, reconstruction, or replacement of any such two (2) family dwelling shall meet the parking design standards required at the time of the building permit application. Where backing movements are proposed within an alley right-of-way, a sidewalk with a minimum width of three feet (3') shall be provided adjacent to the parking lot between the parking lot and the use served by the parking lot.
- e. Parking lots and spaces shall be designed such that a vehicle shall not be required to cross another parking space to gain access to a required parking space (tandem configuration) except for parking spaces serving single-family, two (2) family, twinhome, and townhouse dwellings. Parking serving more than one (1) detached single-family dwelling or two (2) family dwelling upon a single lot shall not be permitted to be tandem, except as provided below. Tandem parking may be allowed for multi-family dwellings or more than one (1) detached single-family dwelling or two (2) family dwelling upon a single lot under the following conditions:
 - i. The purpose of the parking design is to provide enclosed garages for ~~the multi-family dwelling~~ resident use;
 - ii. The tandem parking spaces (the parking space within the garage and in front of the garage) are assigned and furnished for use by the occupants of a single-family dwelling unit without separate, additional compensation; and
 - iii. No more than fifty percent (50%) of the required parking may be provided in a tandem configuration.
- f. Service drives to off-street parking areas shall be designed to provide maximum safety for vehicles and pedestrians. Multi-family, commercial and institutional use

buildings shall provide a sidewalk connecting the public street to the building entrance. Where multiple street frontages exist, only one (1) such sidewalk connection shall be required to be provided from one (1) street frontage. Where multiple buildings exist within the same development site and there exists vehicular access from one (1) parking area to another, only one (1) such sidewalk connection per building shall be required to be provided from one (1) street frontage. Where any such sidewalk is interrupted by a driveway or traffic aisle, a pedestrian crosswalk shall be clearly marked on the driving and walking surface. The number of service drives shall be limited to the minimum that will accommodate anticipated traffic. Minimum width of service drives, including alleys where used for backing or other maneuvering in parking lots, shall be in accordance with traffic aisle widths provided in Figure 1.

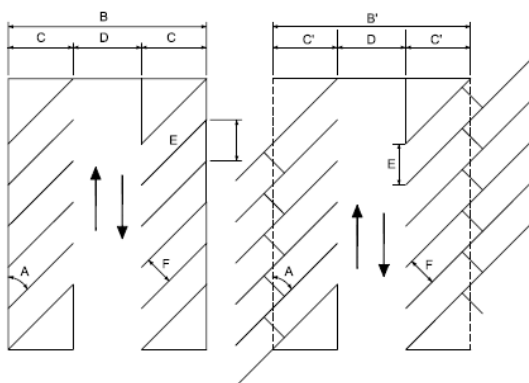
- g. Parking areas with one hundred fifty (150) or more spaces shall include pedestrian walkways or other such facilities to ensure the safe passage of pedestrian traffic through the parking area.
7. Each off-street parking space shall be designed to conform to the City Parking Lot Standards, as set forth in Figure 1 (following Section 4 6 2 D.).
- B. Location: Off-street parking spaces for single and two (2) family dwellings shall be located on the same lot or on a lot adjacent to the use to be served. For all other uses, the Zoning Administrator may approve off-street parking spaces not located on the same lot or on a lot adjacent to the use to be served. The distance between an off-street parking space and/or lot and the use the parking is to serve shall be measured as the safe walking distance from the nearest parking space and/or lot to the nearest point of the use it is to serve. The maximum distance between the parking space and/or lot and the use it is to serve shall be as follows:
1. For all residential uses other than single and two (2) family dwellings, two hundred fifty feet (250').
 2. For uses other than those specified above, five hundred feet (500').
- C. Special Circumstances: Deviations from the parking standards stated herein may be allowed in the following instances: (1) joint use, and (2) on appeal, uses not specified.
1. Joint Use: The Zoning Administrator may authorize the joint use of parking spaces and/or lots, provided:
 - a. The applicant demonstrates that there is no substantial conflict between the principal operating hours of the building, structure or use for which the joint use of parking spaces and/or lots is proposed.
 - b. The parking spaces and/or lots for such proposed joint use is not farther than five hundred feet (500') from any building it is to serve.
 - c. Up to eighty-five percent (85%) of the parking spaces and/or lots required by this Section for primarily "nighttime" uses such as theaters, bowling alleys, bars, restaurants and related uses, may be supplied by certain other types of buildings or uses herein referred to as "daytime" uses such as banks, offices, retail personal service shops, clothing, food, furniture, manufacturing or wholesale and related uses.
 - d. Up to eighty-five percent (85%) of the parking spaces and/or lots required by this Section for primarily "daytime" uses may be supplied by "nighttime" uses.

- e. Up to one hundred percent (100%) of the parking spaces and/or lots required by this Section for a church or for an auditorium incidental to a public or parochial school, may be supplied by the off-street parking spaces and/or lots provided by uses primarily of a "daytime" nature.
 - f. The parties concerned in the joint use of off-street parking spaces and/or lots shall submit a written agreement for such joint use in a form to be recorded, which shall be approved by the City Attorney as to form and content. Such agreement, when approved by the Zoning Administrator as conforming to the provisions of this Section, shall be recorded in the office of the Latah County Recorder and copies thereof filed with the Clerk.
2. Uses Not Specified: In the case of a use not specifically mentioned in this Section, the requirements for off-street parking spaces and/or lots shall be determined by the City. Such determination shall be based upon the requirements for uses which have similar parking demand-generating characteristics. The determination of the City may be appealed to the Board of Adjustment by an aggrieved person.
- D. Mixed Use: In the case of mixed uses, the total requirements for the various uses shall be computed separately. Off-street parking spaces and/or lots for such uses shall not be considered for joint use. Total requirements for off-street parking spaces shall be the sum of the requirements for the various uses.

FIGURE 1
CITY OF MOSCOW
PARKING LOT STANDARDS

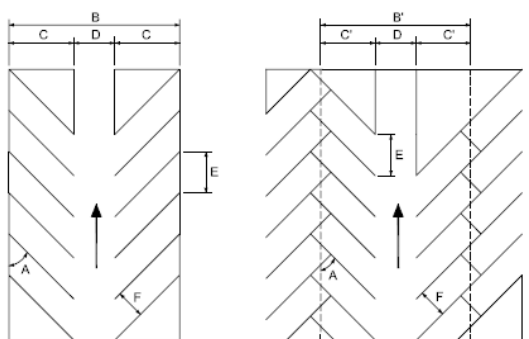


Two-Way Traffic



A	B	C	D	E	F	B'	C'
PARKING ANGLE	PARKING SECTION WIDTH	PARKING BANK WIDTH	TRAFFIC AISLE WIDTH	CURB LENGTH PER CAR	CAR STALL WIDTH	PARKING SECTION WIDTH	PARKING BANK WIDTH
TWO WAY TRAFFIC STANDARD VEHICLES							
0°	36'	8'	20'	23'	8'		
45°	58'	19'	20'	12'	8.5'	51'	15.5'
60°	60'	20'	20'	9.8'	8.5'	55'	17.5'
90°	64'	20'	24'	9'	9'		
TWO WAY TRAFFIC COMPACT VEHICLES							
0°	35'	7.5'	20'	15'	8'		
45°	52'	16'	20'	10.6'	8'	47'	13.3'
60°	54'	16.8'	20'	8.7'	8'	50'	14.9'
90°	50'	15'	20'	7.5'	8'		

One-Way Traffic



ONE WAY TRAFFIC STANDARD VEHICLES							
A	B	C	D	E	F	B'	C'
PARKING ANGLE	PARKING SECTION WIDTH	PARKING BANK WIDTH	TRAFFIC AISLE WIDTH	CURB LENGTH PER CAR	CAR STALL WIDTH	PARKING SECTION WIDTH	PARKING BANK WIDTH
0°	28'	8'	12'	23'	8'		
45°	50'	19'	12'	12'	8.5'	43'	15.5'
60°	55'	20'	15'	9.8'	8.5'	50'	17.5'
ONE WAY TRAFFIC COMPACT VEHICLES							
0°	27'	7.5'	12'	15'	7.5'		
45°	44'	16'	12'	10.6'	7.5'	39'	13.3'
60°	49'	16.8'	15'	8.7'	7.5'	45'	14.9'

- E. Off-Street Parking Schedule: Parking spaces required for designated uses in all zoning districts, except within Section 4-6-5(E)(4) below, are established as follows:
1. Compact Spaces: An allowance of thirty five percent (35%) of the total number of spaces required may be identified and used as compact car spaces. These spaces shall be conveniently located and provided with adequate signage.
 2. Fractional Requirements: Fractional requirements shall require one (1) space.
 3. Area Calculation: Except as otherwise indicated, area measurements are given in gross floor area. Restroom facilities and areas used for storage may be excluded from the floor area calculation.
 - 3.4. 4. Bedroom Calculation: Any separate room which meets the definition of bedroom, which could legally be used as a bedroom, regardless of whether such room is labeled as a den, study, office, or similar, shall be counted as a bedroom for the purposes of parking calculation. Rooms that meet the definition of a bedroom which are separated by a narrow corridor that could allow for the separation of the areas into individual bedrooms shall each be counted as a bedroom for the purposes of parking calculation.
 - 4.5. Specific Zone Exemptions: The following zoning districts have off-street parking requirements specific to each respective zone and are not required to meet Section 4-6-5(E)(6) below; however, all other provisions of Section 4-6-5 shall apply.
 - a. Central Business (CB) Zoning District: Off-street parking is not required within the CB Zoning District.

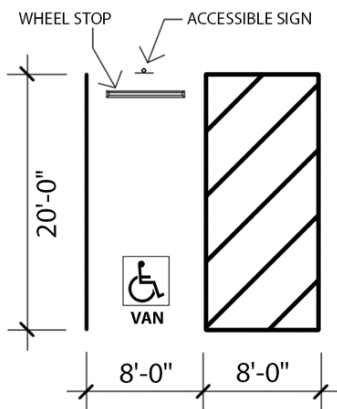
- b. Urban Mixed Commercial Zoning District Required Off-Street Parking:
 - i. Minimum Required.
 - ii. Maximum Allowed Off-Street Parking. The maximum allowed off-street surface parking shall be limited to no more than one hundred percent (100%) of the minimum parking required as specified within the minimum required parking table of Section 4-6-5(E)(6) of this Code. Parking within parking structures or placed under structures shall not be counted toward the maximum allowed off-street parking limitation.
- c. University Zoning District. Off-street parking is not required within the U Zoning District since the University of Idaho manages parking on campus through the Parking and Transportation Services Department.

Use of Building or Site	Minimum Number of Automobile Parking Spaces Required
Residential Uses	50% of the minimum parking required by this Code
Hotels	1 per room
Convention/Meeting Spaces	1 per 10 fixed seats and 1 per each 100 sf of assembly space without fixed seating
Office, Retail, and Other Uses	No minimum parking specified

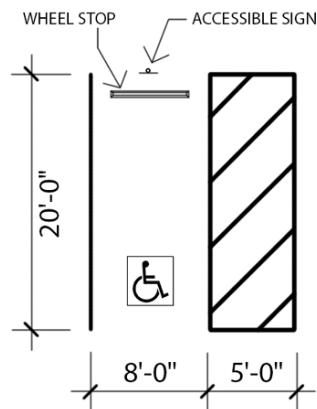
5-6. Accessibility: Where off-street parking is required for multi-family residential, commercial, or institutional uses, accessible parking and access shall be provided in accordance with the most recent standards promulgated by the American National Standards Institute (ANSI) and the most recently adopted building code. The van accessible space detail, standard accessible space detail, accessible sign detail, and the number of accessible spaces required are shown in Figure 2 below. The most recently adopted ANSI and building code requirements shall take precedence over Figure 2 in the circumstance where there are differing standards.

FIGURE 2

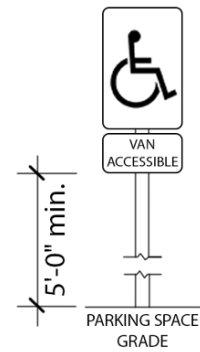
ACCESSIBILITY STANDARDS



VAN ACCESSIBLE SPACE



STANDARD ACCESSIBLE SPACE



ACCESSIBLE SIGN DETAIL

Total Number of Parking Spaces	Minimum Number of Required Accessible Parking Spaces	Minimum Number of Required Van Accessible Spaces
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	1
301 to 400	8	1
401 to 500	9	2
501 to 1000	2 percent of total	1/8 of total minimum accessible spaces
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000	

6-7. Minimum Number of Automobile Parking Spaces Required by use of building or site:

RESIDENTIAL USES	Minimum Number of Automobile Parking Spaces Required ²
Dwellings in Residential Zones	
Single Family (up to 4 unrelated individuals)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Two Family	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Twinhome	2 per dwelling unit
Townhouse	2 per dwelling unit
Single Family (up to 6 unrelated individuals)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Multiple Family (3 or more units)	Studio or one bedroom: 1.25 per du Two bedroom: 1.75 per du Three or more bedroom: 0.75 per bedroom
Mobile Home Parks	2 per mobile home
Group Living	
Boarding House (occupied by owner, up to 6 boarders)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Dormitories	1 per 2 occupants based upon anticipated max occupancy
Fraternity, Sorority, and Cooperative Houses	1 per 2 occupants based upon anticipated max occupancy
Accessory Uses	
Accessory Dwelling Unit	1 in addition to principal structure requirements

RESIDENTIAL USES	Minimum Number of Automobile Parking Spaces Required ²
Dwellings in Residential Zones	
Single Family (up to 4 unrelated individuals)	
Two Family	
Twinhome	
Townhouse	
Single Family (up to 6 unrelated individuals)	
Multiple Family (3 or more units)	Studio or one bedroom: 1.25 per du Two bedroom: 1.75 per du Three or more bedroom: 0.75 per bedroom
Mobile Home Parks	2 per mobile home
Group Living	
Boarding House (occupied by owner, up to 6 boarders)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Dormitories	1 per 2 occupants based upon anticipated max occupancy
Fraternity, Sorority, and Cooperative Houses	1 per 2 occupants based upon anticipated max occupancy
Accessory Uses	
Accessory Dwelling Unit	1 in addition to principal structure requirements

NON-RESIDENTIAL USES	Minimum Number of Automobile Parking Spaces Required ²
Agricultural Uses	
Agriculture, Animal Production	None Required
Agriculture, Crop Production	None Required
Animals and Fowl (as permitted by City Code Title 10)	None Required
Animal Slaughtering and Processing	None Required

Gardens (Market and Community) no on-site retail sales	None Required
With on-site retail sales	None Required
Sawmills	None Required
Amusement and Recreation Facilities	
Archery/Shooting Ranges (indoor only)	1.5 per firing lane
Bowling Centers	6 per lane
Dance Halls	1 per 100 sf
Fitness Centers	1 per 300 sf
Golf Courses and Country Clubs	4 per hole
Miniature Golf Facilities	1 per hole
Movie Theaters	1 per 4 seats
Riding Stables	1 per 3 stalls
Stadiums and Sports Arenas (Ice/Roller Rinks, Gymnasiums, Ballfields)	1 per 8 seats, plus 1 per 100 sf of assembly space without fixed seats ³
Animal-Related Business	
Veterinary Services	1 per 200 sf
Pet Care Services	1 per 400 sf
Financial, Technology, and Professional Services	
Agencies, Brokerages and Other Insurance Related Activities	1 per 400 sf
Broadcasting Studios	1 per 400 sf
Business, Professional, Political, Social Advocacy, Grantmaking, and Similar Organizations	1 per 400 sf
Commercial Banking, Savings Institutions, and Credit Unions	1 per 400 sf
Construction Contractor Services	1 per 400 sf of office space
Data Processing, Hosting, and Related Services	1 per 400 sf
Professional, Scientific, and Technical Services	1 per 400 sf
Publishing Industries (except Internet)	1 per 400 sf
Real Estate Services	1 per 400 sf
Securities, Commodity Contracts, and Other Financial Investments	1 per 400 sf
Software Publishers	1 per 400 sf
Food and Beverage Service	
Coffee/Espresso Stand	1 per 200 sf
Drinking Places (Alcoholic Beverages)	1 per 200 sf
Restaurants	1 per 200 sf

Manufacturing	
Beverage Manufacturing	1 per 1,000 sf
Manufacturing, Heavy	
Manufacturing, Light	
Aerospace Product and Parts Manufacturing	

Computer and Electronic Product Manufacturing	
Electrical Equipment, Appliance, and Component Manufacturing	
Medical Equipment and Supplies Manufacturing	
Pharmaceutical and Medicine Manufacturing	
Public/Institutional Uses	
Antenna Towers (<i>new</i>)	1 stall per site
Co-Location	None Required
Cemeteries	None Required
Child Day Care Services	
<i>Family, 5 or fewer children</i>	2 per child care facility
<i>Group, 6 to 12 children</i>	2 per child care facility plus the loading zone requirements of Section 4-3-4. D.
<i>Small, 13 to 20 children</i>	3 per facility plus the loading zone requirements of Section 4-3-4. D.
<i>Large, 21 or more children</i>	4 per facility plus the loading zone requirements of Section 4-3-4. D.
Civic and Social Organizations	1 per 4 seats or 100 inches of bench seating, plus 1 per 100 square feet of open assembly area
Community/Neighborhood Center	1 per 4 seats or 100 inches of bench seating, plus 1 per 100 square feet of open assembly area
Correctional Institutions	1 per each 6 beds
Educational Services	Kindergarten, Elementary & Middle Schools: 2 spaces per classroom and 1 for every 8 seats in largest assembly area; High Schools: 5 spaces per classroom and 1 for every 8 seats in largest assembly area;
Fairgrounds	1 per 8 seats and 1 per 100 sf of assembly space without fixed seats
Funeral Homes and Funeral Services	1 per 75 sf used for assembly
Government Office Buildings	1 per 400 sf
Health Care Services (Ambulatory)	1 per 200 sf
Hospitals	1 per bed
Museums and Art Galleries	1 per 500 sf
Nursing and Residential Care Facilities	1 per 3 beds
Public Parks & Recreational Facilities (operated by local government)	1 per 8 seats and 1 per 100 sf of assembly space without fixed seats ³
Public Service and Utility Facilities	None Required
Religious Facilities	1 per 4 seats or 100 inches of bench seating, plus 1 per 100 square feet of open assembly area
Telecommunications Services	1 per 400 sf
Retail and Personal Services	
Consumer Goods Rental	1 per 400 sf
Laundries and Drycleaners	1 per 400 sf
Personal Care Services	1 per 400 sf

Retail Sales (excluding 4411 & 444)	1 per 400 sf; 1 per 800 sf for retail stores handling bulky merchandise (furniture, appliances, etc.)
Large Retail Establishment	
Storage Services	
Self-Storage Facilities	1 per 300 sf of sales or office area
Warehouses/Wholesale Uses	1 per 2,000 sf
Temporary Uses¹	
None Required	
Vehicles and Equipment	
Automobile and RV Dealers	
Automotive Repair and Maintenance	
Building Material Sales & Garden Equipment/Supplies	
Commercial and Industrial Machinery and Equipment Repair and Maintenance	1 per 800 sf
Electronic and Precision Equipment Repair and Maintenance	
Gas Stations	
Heavy Equipment Sales (mobile homes, farm equipment)	
Parking Lots and Garages	None Required
Personal and Household Goods Repair and Maintenance	1 per 800 sf
Railroad Yards and General Freight Trucking	1 per 2 employees on maximum work shift, but not less than 1 per 1,000 sf
Rental and Leasing Services	1 per 800 sf
Scrap Yards/Material Recycling ¹	1 per 300 sf of sales or office area
Visitor Accommodations	
Bed and Breakfast	0.5 per bedroom
Hotels and Motels	1 per sleeping room
RV Parks and Campgrounds	1 per each trailer/tent or RV space

NOTES

¹ Or applicant provide parking survey and summary to document peak on-street parking demand for the neighborhood for Zoning Administrator and/or Board of Adjustment determination that adequate parking is available.

² Exemptions to minimum off-street parking requirements in CB, UMC, and U Zones. See Section 4-6-5(E)(4)

³ Or as determined by the Zoning Administrator, in consideration of operating characteristics of the use

**** Exempt from having to meet minimum number of off-street parking spaces, if requirement would result in five (5) or fewer such spaces.**

7.8. Bicycle Parking Incentive: The total number of required automobile parking spaces for all uses other than single family and two (2) family dwellings may be reduced by ten percent (10%) if bicycle parking is provided in accordance with the following standards:

- a. Required Bicycle Spaces: The total number of bicycle parking spaces must be equal to four (4) times the total number of reduced automobile parking spaces.
- b. Approved Bicycle Rack Types. All required bicycle parking support racks shall be of the 'A', inverted 'U' or modified 'U' (or equivalent) style, or a bicycle locker or other storage device which;

- i. support[s] the bicycle in an upright position by the bicycle frame in a minimum of two (2) locations;
- ii. prevent[s] the wheel of the bicycle from tipping over; and
- iii. enable[s] the locking of the frame and one (1) or both wheels.

All bike racks or bike lockers shall be securely anchored in the ground. Nothing within this Section is intended to preclude opportunities for creative and artistic bicycle racks that meet the bicycle support and locking requirements contained herein.

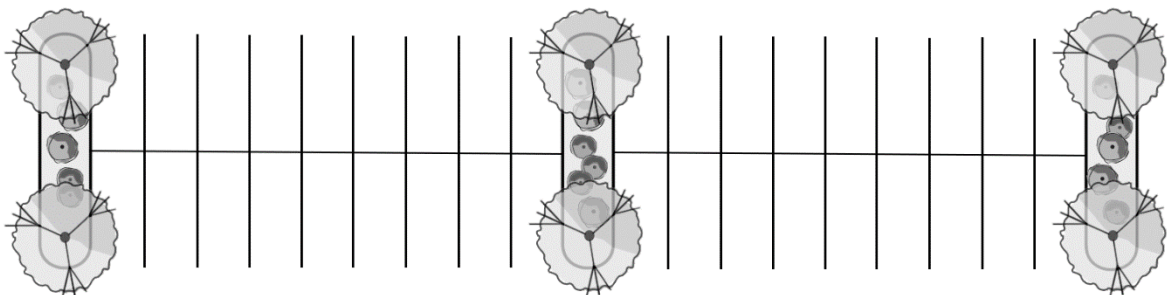
- c. **Bicycle Rack Location and Lighting.** Bicycle racks shall be placed as close to the primary building entrance(s) as possible in a convenient location that is clearly visible and well lit for ease of use and to provide protection against vandalism and theft. Bicycle racks should not be placed so as to block an entrance or inhibit pedestrian flow in or out of a building.
- d. **Bicycle Rack Sheltering.** No less than twenty-five percent (25%) of bicycle racks serving commercial or institutional uses, and no less than fifty percent (50%) of bicycle racks serving multi-family residential uses, shall be placed under building overhangs, awnings, free-standing shelter structures, or similar structures that protect the entire bicycle parking space from precipitation.
- e. **Bicycle Rack Spacing and Area.** The minimum bicycle parking space shall be twenty four inches (24") wide by seventy two inches (72") long. Spacing between bicycle racks shall be no less than forty eight inches (48"). Where multiple rows of bicycle racks are installed, a center access aisle of no less than forty eight inches (48") shall be provided. Bicycle racks shall be placed no closer than twenty four (24") from any adjacent building wall or other obstruction.

F. **Landscaping Requirements:**

- 1. **Purpose:** The purpose of these landscaping requirements is to promote the general welfare of the public by: reducing noise levels and glare; filtering stormwater runoff; reducing the urban heat island effect; filtering vehicular emissions; stabilizing soils to help with erosion and flood control; providing shade to users of the parking lots; promoting safety by directing traffic circulation; promoting attractive off-street vehicular parking areas in the City; and protecting and improving the appearance, character and value of the surrounding properties and neighborhoods. This objective is to be accomplished by providing external landscape buffers between parking areas and adjoining land uses and by providing landscape islands in the interior of parking lots. Native plantings and xeriscaping are encouraged for water savings, reduced maintenance, reduction in fertilizers and pesticides, increased pollination, and a reduction in yard waste.
- 2. **Application:** Landscaping is required as herein described for all off-street parking lots containing five (5) or more parking spaces.
- 3. **Placement of Landscaping in Off-Street Parking Lots:**
 - a. **Required Exterior Landscaping:** Landscaping shall be provided between off-street parking lots and abutting public rights-of-way and adjacent properties. The buffer strip in which the landscaping is provided shall be a minimum of three feet (3') in width and shall contain:
 - i. One (1) tree of one and one-half inch (1.5") caliper every forty (40) lineal feet

- ii. One (1) shrub of at least one (1) gallon in size for perennial and at least two (2) gallons in size for deciduous or evergreen, every six feet (6'). Such shrubs, upon maturity, shall provide visual relief of a minimum of three feet (3') in height and fifty percent (50%) shall be evergreen.
 - iii. Consideration shall be given to the selection of trees and shrubs that at maturity do not present vehicular sight obstructions at driveway / street intersections.
- b. Required Interior Landscaping: Parking lots containing thirty (30) or more parking spaces shall include interior landscaping. Multiple parking lots on a single property are counted separately for the purpose of interior landscaping. The Zoning Administrator may determine that parking lots that are separate, but connected by travel aisles, may still be counted separately for the purpose of interior landscaping requirements. Interior parking lot landscaping shall be in the form of landscaped islands that comply with the following requirements:
- i. Landscape islands shall have a minimum width of eight feet (8'), as measured inside of perimeter curbing, and a length equivalent to the adjacent parking spaces.
 - ii. There shall be one (1) island for every twelve (12) parking spaces, evenly distributed in the parking lot.
 - iii. The landscape islands shall be protected by curbing and shall contain:
 - (a) One (1) tree of one and one-half inch (1.5") caliper;
 - (b) Low shrubs of at least one (1) gallon in size for perennial and at least two (2) gallons in size for deciduous or evergreen; and
 - (c) Vegetative ground cover.
 - iv. Landscape islands adjacent to a double row of parking spaces, as shown in Figure 3 below, shall contain two (2) trees of one and one-half inch (1.5") caliper.
 - v. Consideration shall be given to the selection of trees and shrubs that at maturity will not interfere with parking lot lighting or present vehicular sight obstructions.
 - vi. The Zoning Administrator may authorize the relocation of a parking lot tree to another parking lot landscape area if such tree is deemed to interfere with parking lot lighting or vehicular sight distances.

FIGURE 3



(Ord. 97-11, 4/7/97; 97-33, 11/3/97; 2003-10; 04/21/2003; 2005-07, 02/07/2005; 2005-33, 12/19/2005; 2006-19; 11/06/06; 2014-05, 05/19/2014; 2017-05, 05/15/2017; 2018-07, 05/21/2018; 2019-11, 12/02/2019)

SECTION 6: 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 chapters and sections of Title 4 that are unmodified by this Ordinance, shall be in full force and effect.

SECTION 7: 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
Evan Holmes	_____	_____	_____	_____
Scott Sumner	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sage McCetich	_____	_____	_____	_____
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 _____, 2026.

Hailey Lewis, 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 _____, 2026.

Laurie M. Hopkins, City Clerk

Memo

To: Mayor and City Council
From: Mike Ray, AICP, Planning Manager
CC: Bill Belknap, City Administrator
Nichoel Baird Spencer, Deputy City Administrator
Date: June 17, 2026
Re: Amendment of Title 4, Chapters 1, 3, 4, and 6 Moscow City Code Regarding the Amendment of Certain Definitions, Bed and Breakfast Inns within the Use Table, Bulk and Placement Regulations Table, and Off-Street Parking Requirements Pertaining to Single- and Two-Family Dwellings

The City of Moscow Community Development Department over the past few years has observed the evolution of building plans being submitted for two-family dwellings which increasingly have multi-family elements. The City has received building permits for the construction of buildings that are portrayed as two-family dwellings, but which appear to contain multiple individual dwelling units intended to be rented as separate dwelling units and function as multiple family dwelling units. These multi-family-like but portrayed as two-family dwellings appear to be intentionally intended to avoid life safety, ADA accessibility, and off-street parking that would otherwise be required for multi-family dwelling units to protect the health, safety and welfare of the occupants of multi-family dwellings and mitigate the impacts of the use upon the surrounding neighborhood.

Multi-family dwellings are required to install fire alarm and fire suppression systems, provide ADA accessible units with accessible site amenities, have greater off-street parking requirements, and include common open space. Two-family dwellings have no fire alarm or suppression requirements, are not subject to ADA requirements, and have much lower off-street parking requirements.

Staff and the Planning and Zoning Commission have identified the need to protect the safety of the residents of these multi-family-like dwellings and the need to mitigate their impact upon adjacent properties and neighborhoods. This memo will provide a background on code requirements, types of plans which have been submitted, and the changes which are being proposed to address this issue.

Fire Alarm and Fire Sprinkler Requirements

The Planning and Zoning Commission has been discussing this issue for the past five months and there has been some discussion about just requiring fire alarm and fire

sprinklers in two-family dwellings. The issue is that the State of Idaho requires municipalities to adopt the building codes which are adopted by the state. Multi-family and commercial buildings are covered by the 2018 International Building Code (IBC), which allows municipalities to adopt stricter standards. However, the 2018 International Residential Code (IRC) covers single- and two-family dwellings and municipalities are permitted to adopt stricter standards only in certain chapters. Currently, fire sprinkler systems and/or fire alarm systems are not required for single- and two-family dwellings and municipalities are *not* allowed to adopt stricter standards which would require their installation.

Pertinent Existing Definitions Within Moscow City Code

Moscow City Code provides definitions of permitted structures and uses including:

Dwelling, Two Family (MCC 4-1-6.D.49) - *A building containing two (2) kitchens and designed to be occupied by **two (2) families living independently of each other.***

Dwelling Unit (MCC 4-1-6.D.51) - ***A building or portion thereof providing complete housekeeping facilities for one (1) family.** The term "dwelling" shall not be deemed to include motel, hotel, tourist home, bed and breakfast inn, or boarding house.*

Dwelling, Multi-Family (MCC 4-1-6.D.50) – ***A building designed to house three (3) or more families living independently of each other** and having one (1) yard in common.*

Family (MCC 4-1-6.D.56) - *a. For purposes of this “family” definition:*

(1) “related” shall mean persons related by blood, marriage, adoption, and/or guardianship or other duly authorized relationship, and

(2) “family” shall not mean any society, club, fraternity, sorority, association, lodge, federation, bed and breakfast inn, boarding house, residential rental unit, or other like use or organization, and

(3) there shall be no more than one (1) “family” per dwelling unit, unless otherwise permitted by this Code.

(4) “living together as a single housekeeping unit” shall mean where all occupants of the dwelling unit enjoy a common right to use the entire dwelling, despite informal arrangements among members to designate certain areas as individual sleeping spaces, and where such persons share household living arrangements, including, but not limited to, rental or mortgage payments, utility payments, groceries, chores, maintenance of the premises, and common sanitary, living, and cooking supplies and/or facilities.

(5) “related by blood” shall mean persons related in any combination of the following: parents, step-parents, children, step-children, siblings, step-siblings, half-siblings, uncles, aunts, nephews, nieces, grandparents, grandchildren, great grandparents, great grandchildren, and first cousins.

b. One (1) or more related persons living together as a single housekeeping unit in a dwelling unit; or

c. Not more than four (4) persons living together as a single housekeeping unit in a dwelling unit, when one (1) or more of them is not related to any other person in such dwelling unit; or

d. Two (2) persons who are not related and any number of additional persons related to either of such two (2) unrelated persons, as long as all persons are living together as a single housekeeping unit in such dwelling unit; or

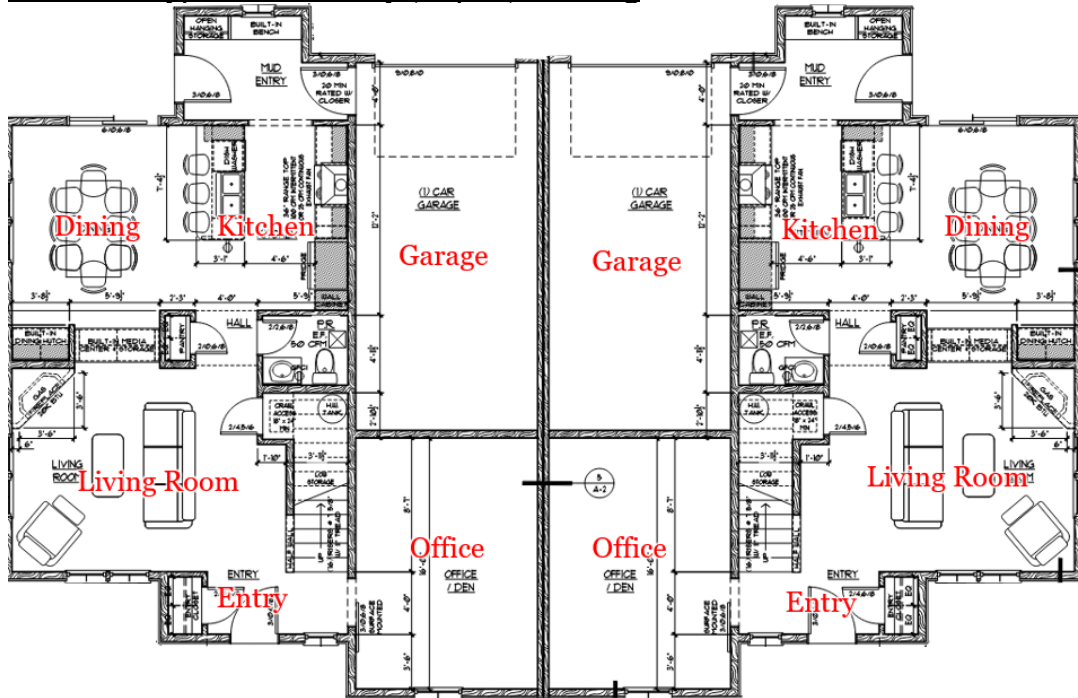
e. Eight (8) or fewer unrelated mentally and/or physically handicapped or elderly persons reside; and which is supervised. Resident staff, if employed, need not be related to each other or to any of the mentally or physically handicapped or elderly persons residing in the home. No more than two (2) such staff shall reside in the dwelling at any one (1) time

Kitchen (MCC 4-1-6.D.76) - Any rooms used or intended or designed to be used for cooking and/or preparation of food.

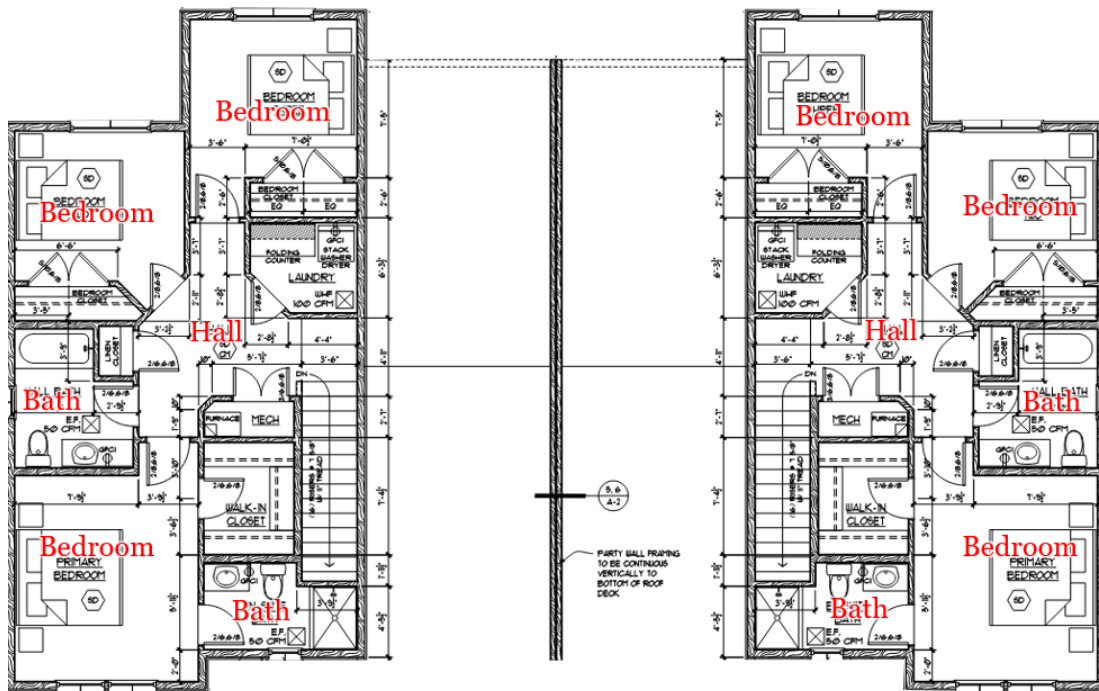
Two-Family Dwelling Plan Sets

Below are three sets of building floor plans which show the progression from a standard two-family dwelling to dwellings which are being portrayed as two-family dwellings but function as multi-family dwellings. *Plan Set 1* depicts a standard floor plan for a two-family dwelling which is typically submitted to the Community Development Department for review. The first floor contains common areas which include a living room, dining room, kitchen, and bathroom. When you enter the dwelling you enter the common open living room with an office and an open stairwell in close proximity. There is also a one car garage with one parking space in the driveway located on the first floor. The second floor contains an open hallway and landing at the top of the stairs which provides access to three bedrooms, two bathrooms, and a laundry room. You can see that complete housekeeping facilities are provided in an open arrangement where all occupants of the dwelling unit enjoy a common right to use the entire dwelling, as is currently required per code.

Plan Set 1: Typical Two-Family (Duplex) Dwelling



First Floor



Second Floor

**Note: The red text is just labeling the areas and rooms which the applicants have labeled on their plans in a way that can be read at this small of scale.*

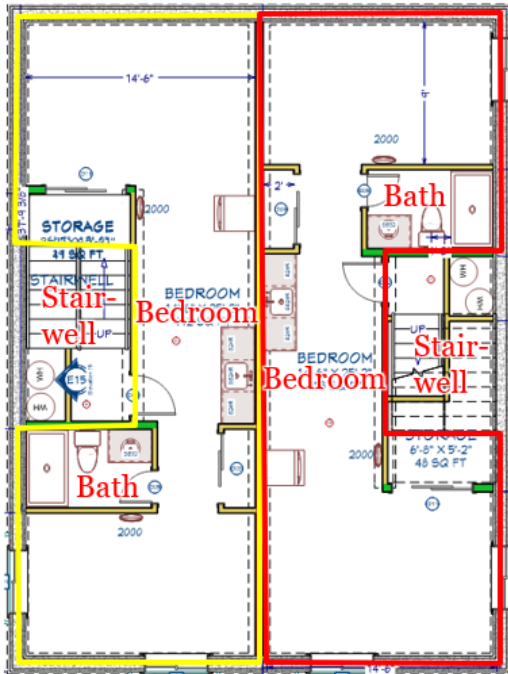
The next set of plans in *Plan Set 2* below is a multi-family-like dwelling which is being portrayed as a two-family dwelling. The main entry to the structure is on the first floor and you immediately enter onto the landing of a stairwell. You can either go upstairs, downstairs to the basement, or pass through an opening the width of a standard door to enter the area with a kitchen, bathroom, and rooms labeled as dining and living rooms. The area downstairs is labeled as a bedroom and is accessed via the common stairwell through a closeable door. The entire area is labeled as a bedroom even though the footprint is identical to the area on the first floor labeled as living, kitchen, and dining. There are countertops/cabinetry, a sink, washer/dryer, and a bathroom. The galley area which contains the countertops/cabinetry, sink, and washer and dryer separates the two rooms on either side which both meet the building code definition of a bedroom.

The second, third, and fourth floors of the structure are all identical to the area labeled as a “bedroom” in the basement. All contain countertops/cabinetry, a sink, washer/dryer, and a bathroom. All it would take is plugging in a refrigerator and a cooking device such as a hotplate and these “bedrooms” are individual dwelling units with complete housekeeping facilities with separate access via a stairwell.

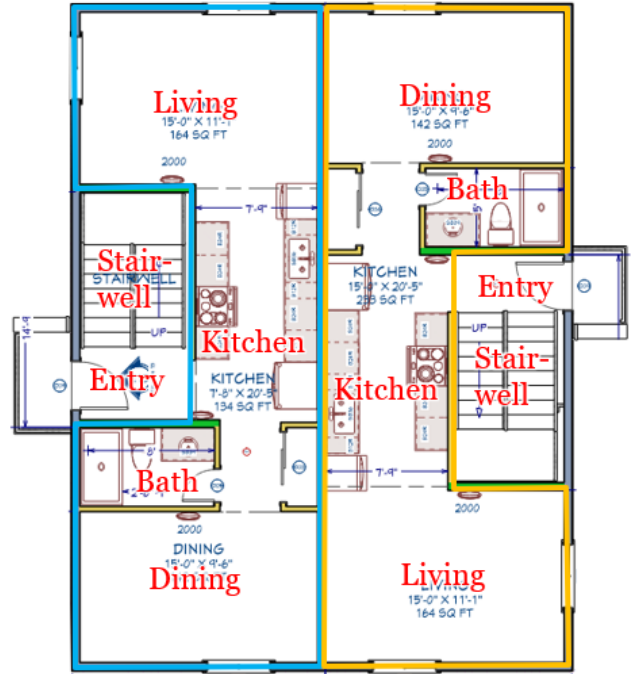
If you were to make a comparison of the off-street parking requirements for a two-family dwelling as opposed to a multi-family dwelling, you will see that the requirements are far less for a two-family dwelling. The parking requirements for two-family dwellings is 2 spaces plus 1 for every bedroom in excess of 4 bedrooms. The parking requirements for multi-family dwellings as they relate to this structure would

be 1.25 spaces per studio or 1-bedroom apartment. *Plan Set 2* as submitted as a two-family dwelling would require 4 parking spaces. *Plan Set 2* classified as a multi-family dwelling where each “bedroom” is a separate dwelling unit would require 13 spaces. The way these “bedrooms” are being used as separate dwelling units creates 10 apartments with only 4 off-street parking spaces. The structure is being used as 10 dwelling units when it was only intended to have 2 dwelling units.

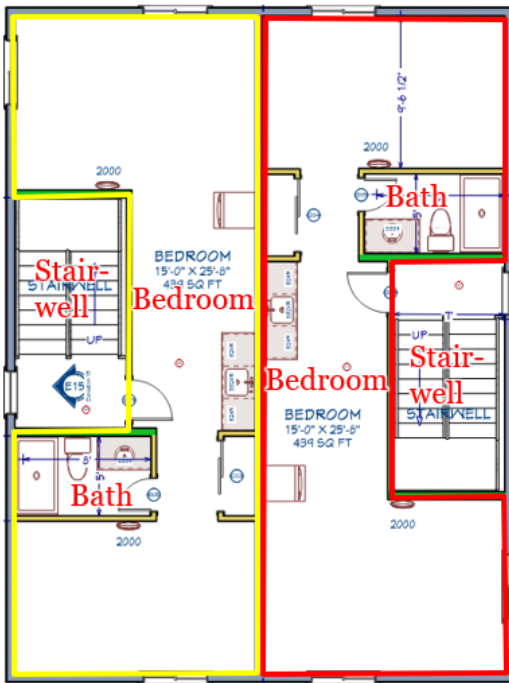
Plan Set 2: Multi-Family-Like “with Bedrooms” Dwelling Portrayed as a Two-Family Dwelling



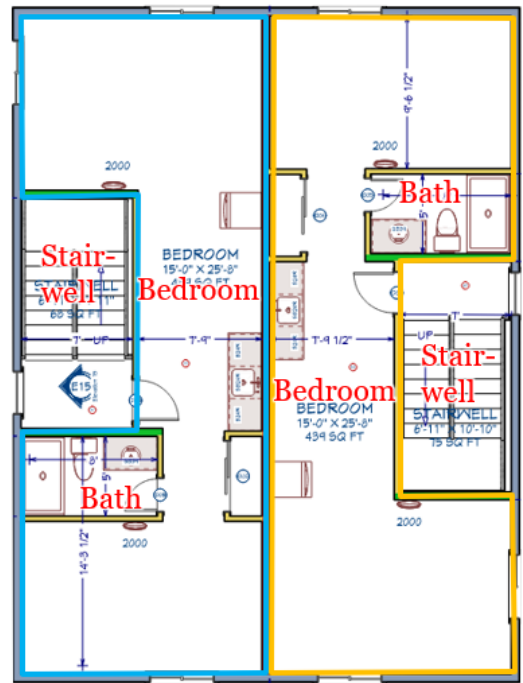
Basement



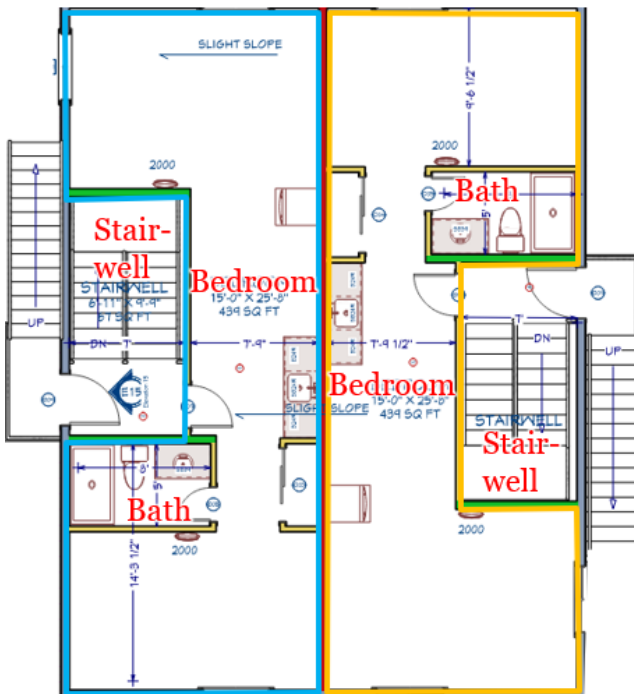
First Floor



Second Floor



Third Floor

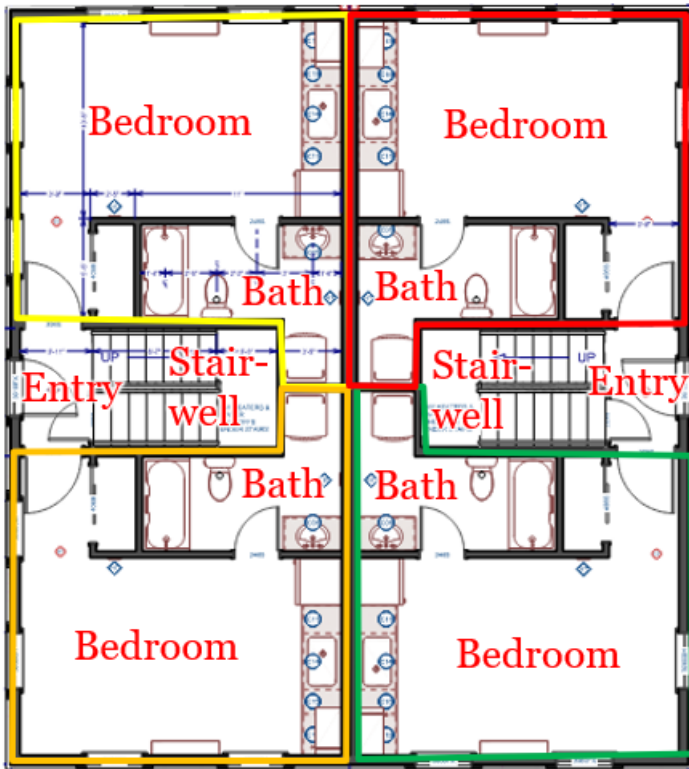


Fourth Floor

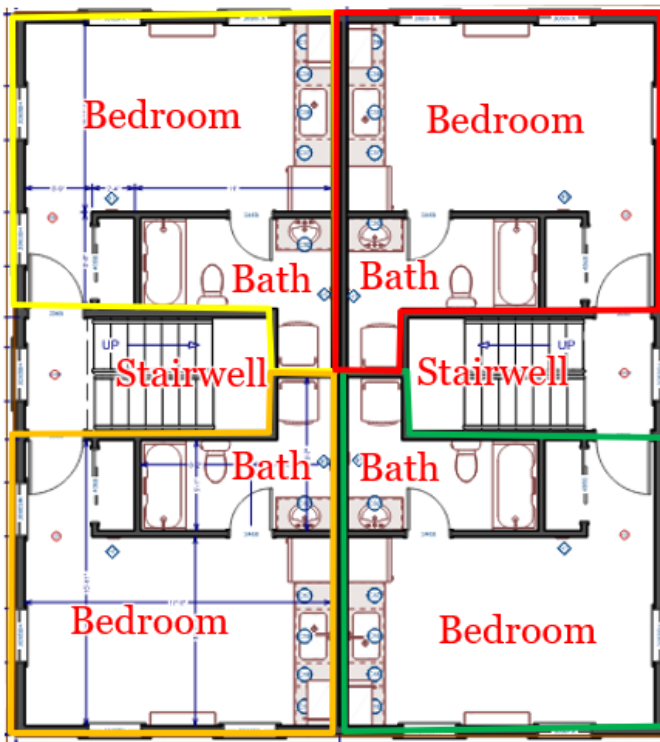
**Note: The red text is just labeling the areas and rooms which the applicants have labeled on their plans in a way that can be read at this small of scale.*

The last set of plans in *Plan Set 3* below are similar to *Plan Set 2* but have further evolved into a multi-family dwelling. The main entry to the structure is on the first floor and you immediately enter onto the landing of a stairwell. There are two doors to the left and on the right which access two rooms labeled as bedrooms. These bedrooms have countertops/cabinetry, a sink, refrigerator, washer/dryer, microwave, and a bathroom. Heading up the stairwell to the second floor there are another set of rooms labeled as bedrooms separated by doors which each include countertops/cabinetry, a sink, refrigerator, washer/dryer, microwave, and bathroom. The third floor is also accessed via the common stairwell and provides access through a door to a room labeled as a bedroom which also contains everything the other bedrooms have. The difference between the third floor and the other two floors is that there is a 6ft by 7ft room with a door adjacent to the stairwell landing which is labeled as a kitchen and contains a stove, refrigerator, and a sink. It is clear that the “kitchen” was placed directly adjacent to the stairwell in an attempt to satisfy the requirement that all occupants live together as a single housekeeping unit sharing common sanitary, living, and cooking facilities.

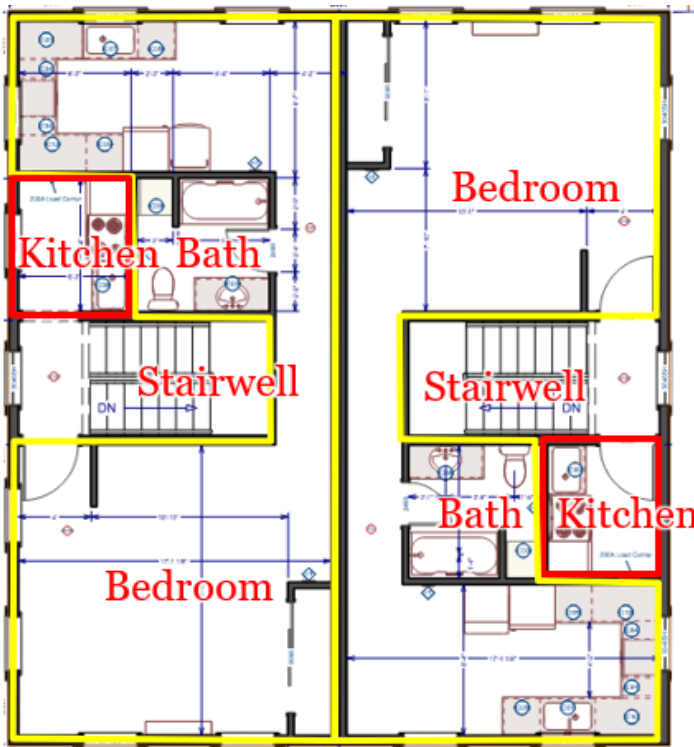
Plan Set 3: Multi-Family-Like “Studio” Dwelling Portrayed as a Two-Family Dwelling



First Floor



Second Floor



Third Floor

**Note: The red text is just labeling the areas and rooms which the applicants have labeled on their plans in a way that can be read at this small of scale.*

The way that these structures have continued to evolve as shown in *Plan Set 2* and *Plan Set 3* indicates that the areas labeled as bedrooms are clearly individual dwelling units with full housekeeping facilities intended to be occupied independently, with the only shared areas being stairwells. These structures, as designed, contain four to five separate dwelling units per “side” of the duplex, each containing separate food preparation areas, separate toilets and shower facilities, separate laundry facilities, separate refrigerators, separate ingress and egress, and the only shared common area is a stairwell providing independent access to each “unit” in the same fashion as any other apartment building. In the case of *Plan Set 3*, it is difficult to imagine how a single dwelling unit for a family to reside as a single housekeeping unit would require six kitchen sinks, six refrigerators, five clothes washers and dryers, and five bathrooms.

Staff recognizes that there is a need for additional housing within the City, but that shouldn’t come at the detriment to the safety of the residents of these multi-family-like dwellings and the need to mitigate their impact upon adjacent properties. Therefore, staff and the Planning and Zoning Commission have worked to identify the need to amend certain definitions, ensure there is adequate open space, and require sufficient parking to serve each development.

Amendments to Definitions (MCC 4-1-6)

The first proposed definitional change is to *Bedroom* (MCC 4-1-6.D.17), with the proposed modifications:

Bedroom. ~~A room within an apartment unit other than a living room, kitchen, bathroom, eating area or utility room which may be used for sleeping purposes. A room other than a living room, kitchen, or bathroom containing an egress window and a minimum of seventy (70) square feet of floor area with no horizontal dimension less than 7 feet. Sinks, final or rough-in plumbing, or other plumbing features that could be reasonably expected to permit or allow for the installation of a sink, shall not be permitted within any bedroom. All bedrooms shall be accessed from common areas within the dwelling such as a living room or kitchen and shall not be designed in a manner which would allow independent occupancy unless otherwise permitted by this code.~~

The bedroom definition is essentially adopting the current building code definition of a bedroom and then specifying that there shall be no sinks or features which would allow the installation of a sink in the future. As was detailed above in *Plan Set 1* and *Plan Set 2*, sinks are being proposed in each bedroom which then combined with counters/cabinetry, refrigerators, and a cooking device end up creating a food preparation area. Also proposed within the bedroom definition is the requirement that all bedrooms shall be accessed from common areas of the dwelling so that they are not designed in a manner which would allow independent occupancy. This addition is intended to address the observance of bedrooms which are only accessed via stairwell with direct access to the exterior of the structure being included in plan sets.

The next definition proposed to be amended is *Single Family Dwelling* (MCC 4-1-6.D.46), with the proposed changes:

Dwelling, Single Family. A detached building or manufactured home containing one (1) kitchen designed for, and occupied exclusively by, one (1) family. A second kitchen may be permitted with a recorded deed restriction, so long as the property is used as a single-family dwelling only with no physical separation established to separate living quarters within the dwelling which would allow the structure to be used and occupied by two families living independently of each other. The classification “single family dwelling” shall include any home in which eight (8) or fewer unrelated mentally and/or physically handicapped or elderly persons reside; and which is supervised. Resident staff, if employed, need not be related to each other or to any of the mentally or physically handicapped or elderly persons residing in the home. No more than two (2) such staff shall reside in the dwelling at any one (1) time.

The changes to the single-family dwelling definition specify that the building contains one kitchen and also adds an allowance for a second kitchen so long as there is a recorded deed restriction and the property is still used as a single-family dwelling with no physical separation established to separate living quarters. The second kitchen allowance has been a longstanding policy in the Planning Department which is now being codified.

The next definition proposed to be amended is *Dwelling Unit* (MCC 4-1-6.D.51), with the following changes:

Dwelling Unit. A building or portion thereof providing complete housekeeping facilities for one (1) family. Housekeeping facilities provide permanent provisions for living, sleeping, eating, cooking, and sanitation, and shall be limited to one (1) kitchen and two (2) washer and dryer sets per dwelling unit unless otherwise permitted by this Code. The term "dwelling" shall not be deemed to include motel, hotel, tourist home, bed and breakfast inn, or boarding house.

A dwelling unit is a building or portion thereof providing complete housekeeping facilities for one family. A description of the term housekeeping facilities is being inserted with the limitation that each dwelling unit only contains one kitchen and two sets of washer and dryers unless otherwise permitted by the code. In staff’s analysis of the building permits over the past two years, there were three large single-family houses which contained two sets of washer and dryers, so the Planning and Zoning Commission decided to propose a limitation of two sets instead of just one set.

Functional Open Space (MCC 4-1-6.D.61) is the next definition proposed to be amended as follows:

Functional Open Space. Land within a development which is permanently reserved as open space, free from permanent structures, useful for recreational or social use by the residents of the development, ~~or others; such space shall not include streets, roadways or parking areas.~~ Such space shall be located on grade and may be provided via a private yard, deck, or patio area. Functional open space shall not include parking areas or required landscape buffers and the smallest dimension of such open space shall not be less than fifteen feet (15’).

The definition of functional open space is proposed to be expanded to specify that the open space needs to be located upon grade, can't include parking areas or required landscape buffers and the smallest dimensions can't be less than fifteen feet. Since the existing definition of functional open space has been so vague, open space provided for primarily multi-family development has typically ended up in small pieces scattered throughout the development. This amendment, especially with the minimum dimension of fifteen feet, will ensure that the open space provided for a development is actual functional for the residents.

The final definition proposed to be amended is *Kitchen* (MCC 4-1-6.D.76), with the following changes presented to the Planning and Zoning Commission on May 13, 2026 :

Kitchen. ~~Any rooms used or intended or designed to be used for cooking and/or preparation of food.~~ That portion of a dwelling devoted to the preparation or cooking of food for the purpose of consumption by residents of the dwelling unit. Any room or area with a combination cooking (i.e. Stove, oven, hot plate, burner, and/or microwave oven), food storage or assembly (i.e. counters, cabinets, storage, and/or refrigeration), sinks or plumbing stubs, above counter outlets, natural gas stubs, and/or 220-volt electrical wiring is a kitchen for the purpose of this code.

Since the public hearing before Planning and Zoning Commission, the definition of *Kitchen* has been amended to the following:

Kitchen. ~~Any rooms used or intended or designed to be used for cooking and/or preparation of food.~~ That portion of a dwelling unit devoted to the preparation or cooking of food for the purpose of consumption by residents of the dwelling unit. For the purposes of this Code a kitchen is a food preparation area containing cabinetry and/or countertops, a sink, and one or more of the following: a refrigerator, cooking device, dishwasher, a natural gas stub or supply, or a 220-volt electrical outlet/wiring.

The reason for the amendment was concern that individual elements such as a refrigerator which are shown on plans would constitute a kitchen. Therefore, the definition has been amended prior to advancing to City Council.

The current definition of kitchen is vague and just states that any rooms used or intended or designed to be used for cooking and/or the preparation of food is a kitchen. Since many of the definitions in the zoning code reference the term kitchen and there are different components of a kitchen being shown in bedrooms on plans which are being submitted, it was critical to further define what a kitchen is. Generally, there is cabinetry and/or countertops, a sink, and some combination of one or more of the following elements: a refrigerator, cooking device, dishwasher, a natural gas stub or supply, or a 220-volt electrical outlet/wiring. This detailed definition will help to clarify what constitutes a kitchen so that the zoning code is applied in an equitable manner.

Multiple Single- and Two-Family Dwellings on Single Lots

Within the Medium Density Residential (R-3) Zone, Multiple Family Residential (R-4) Zone, and Residential Office (RO) Zone, more than one structure is permitted per lot so long as the minimum lots size requirements can be met. This has led to properties primarily located in the Almon/Asbury area to be redeveloped with multiple single-family or two-family dwellings per lot. These properties function much like a multi-family development but aren't required to meet multi-family site design requirements because they are still just single- and two-family dwellings, even though there are multiple dwellings on an individual lot. In some circumstances, this has allowed the development of up to four or more structures on one lot which are placed six feet away from each other to meet minimum building code requirements. This type of development typically has multiple driveways with tandem parking and minimal functional open space. Below is an aerial image of the Almon/Asbury area which shows this development pattern.



Aerial showing Almon/Asbury area

Since these developments with multiple structures on individual lots largely function as multi-family developments, amendments are proposed to treat them as such. As was discussed previously, the definition of functional open space is proposed to be amended to require at least fifteen feet of width in the open space area. This will require actual functional open space to be developed as part of these developments. An additional change to functional open space is to require open space in the R-3 Zone, which currently is not a requirement.

There are certain design requirements for parking lots and spaces which are proposed to be amended to address multiple structures on individual lots. Currently, parking lots

and spaces shall be designed such that their use will not require backing movements or other maneuvering within a street right of way (MCC 4-6-2.A.6.d). However, parking spaces provided for single- and two-family dwellings are exempt from this requirement, unless the street being accessed is a designated arterial street. An exception to the exemption is being proposed where there is more than one detached single-family dwelling or two-family dwelling upon a single lot. So, lots with multiple structures on a single lot will need to contain all the vehicle maneuvering to the site and will not be permitted to reverse back out onto a street. Reversing back onto an alley and using an alley as the travel aisle for parking lots or parking spaces will still be permitted.

The next proposed change within the parking lot design requirements is the section which addresses tandem parking (MCC 4-6-2.A.6.e). Currently, parking lots and spaces shall be designed such that a vehicle shall not be required to cross another parking space to gain access to a required parking space (tandem configuration) except for parking spaces serving single-family, two-family, twinhome, and townhouse dwellings. Tandem parking is only permitted for multi-family under the following conditions:

- i. The purpose of the parking design is to provide enclosed garages for the multi-family dwelling resident use;
- ii. The tandem parking spaces (the parking space within the garage and in front of the garage) are assigned and furnished for use by the occupants of a single-family dwelling unit without separate, additional compensation; and
- iii. No more than fifty percent (50%) of the required parking may be provided in a tandem configuration.

The changes proposed in this section are to state that the parking serving more than one detached single-family dwelling or two-family dwelling upon a single lot shall not be permitted to be in a tandem configuration, except as provided under the conditions listed above for multi-family dwellings. So, essentially just treating multiple single- or two-family dwellings upon a single lot as multi-family for the purposes of tandem parking requirements.

The next area where amendments are being proposed is the off-street parking schedule which sets standards for compact spaces, fractional requirements, area calculation, and specific zone exceptions (MCC 4-6-2.E). A *Bedroom Calculation* section is proposed to be added within the off-street parking schedule which clarifies how bedrooms are calculated for the purpose of determining the off-street parking requirements. The proposal is to specify that *any separate room which meets the definition of bedroom, which could legally be used as a bedroom, regardless of whether such room is labeled as a den, study, office, or similar, shall be counted as a bedroom for the purposes of parking calculation. Rooms that meet the definition of a bedroom which are separated by a narrow corridor that could allow for the separation of the areas into individual bedrooms shall each be counted as a bedroom for the purposes of parking calculation.* How the majority of the off-street parking requirements are calculated for residential uses is based upon bedrooms. Plans have been submitted for single- and two-family dwellings which clearly have rooms which meet the definition of a bedroom per the

building code but are labeled as another type of room to avoid additional off-street parking requirements. This clarification is not about increasing parking requirements, it's about being able to administer the parking requirements in an equitable manner. One set of plans should not be able to utilize a parking reduction by simply labeling bedrooms as another type of room and then using those rooms as bedrooms.

The final area related to off-street parking that is proposed to be amended is MCC 4-6-2.E.6 which is the off-street parking table which lists the number of automobile parking spaces required by use of building or site. Below are two tables, one with the current residential parking requirements and the second with the proposed changes. The only changes which are being proposed are to twinhomes and townhouses which currently just have a set off-street parking requirement of two spaces per dwelling unit. Plans have been submitted for twinhomes and townhouses which contain up to eight bedrooms in each dwelling unit but still would only require two parking spaces. Therefore, all residential types except for multi-family are proposed to be two off-street parking spaces per dwelling unit, plus one per bedroom in excess of four bedrooms. This change would align twinhomes and townhouses how single- and two-family dwellings are currently calculated.

Current Residential Off-Street Parking Requirements

RESIDENTIAL USES	Minimum Number of Automobile Parking Spaces Required²
<i>Dwellings in Residential Zones</i>	
Single Family (up to 4 unrelated individuals)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Two Family	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Twinhome	2 per dwelling unit
Townhouse	2 per dwelling unit
Single Family (up to 6 unrelated individuals)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Multiple Family (3 or more units)	Studio or one bedroom: 1.25 per du Two bedroom: 1.75 per du Three or more bedroom: 0.75 per bedroom
Mobile Home Parks	2 per mobile home
<i>Group Living</i>	
Boarding House (occupied by owner, up to 6 boarders)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Dormitories	1 per 2 occupants based upon anticipated max occupancy
Fraternity, Sorority, and Cooperative Houses	1 per 2 occupants based upon anticipated max occupancy
<i>Accessory Uses</i>	
Accessory Dwelling Unit	1 in addition to principal structure requirements

Proposed Residential Off-Street Parking Requirements

RESIDENTIAL USES	Minimum Number of Automobile Parking Spaces Required ²
Dwellings in Residential Zones	
Single Family (up to 4 unrelated individuals)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Two Family	
Twinhome	
Townhouse	
Single Family (up to 6 unrelated individuals)	
Multiple Family (3 or more units)	Studio or one bedroom: 1.25 per du Two bedroom: 1.75 per du Three or more bedroom: 0.75 per bedroom
Mobile Home Parks	2 per mobile home
Group Living	
Boarding House (occupied by owner, up to 6 boarders)	2 per du, plus 1 per bedroom in excess of 4 bedrooms
Dormitories	1 per 2 occupants based upon anticipated max occupancy
Fraternity, Sorority, and Cooperative Houses	1 per 2 occupants based upon anticipated max occupancy
Accessory Uses	
Accessory Dwelling Unit	1 in addition to principal structure requirements

Analysis

In order to analyze the impact of the proposed changes on normal plans which are being portrayed accurately as to what use they are, staff reviewed the past two years of building plans for single-family, two-family, twinhome, and townhouse dwellings. There were 111 standard plans and these plans from 2024 to 2025 were reviewed using the proposed changes to the parking requirements, review of sinks in bedrooms, and washer and dryer sets. All plans which were reviewed were compliant with the proposed changes. Initially, the number of washer and dryer sets per dwelling unit were proposed to be limited to one. During the review of the 111 sets of plans, it was observed that three large single-family dwellings had two sets of washer and dryers. Therefore, the Planning and Zoning Commission decided to propose the limit be set at two sets instead of one.

Change to the Land Use Table

There is one change to the land use table located in MCC 4-3-4, which is essentially just clarifying a long-standing interpretation regarding the number of unrelated individuals who are allowed to reside within a dwelling unit. Within the land use table there are two uses, *Single Family (up to 4 unrelated individuals)* and *Single Family (up to 6 unrelated individuals)*. Single-family with up to four unrelated individuals is a permitted use in all residential zones. Single-family with up to six unrelated individuals is permitted within the R-4 Zone, but is a conditional use within all the other residential zones. It's been a long-standing interpretation that if there is a two-family dwelling within an R-4 Zone that each dwelling unit is permitted to have six unrelated individuals residing there. However, since the land use table currently only lists single-family as being permitted to have up to six unrelated individuals, that appears to not be the case. Therefore, *Single Family (up to 6 unrelated individuals)* is proposed to be amended to *Dwelling Unit (up to 6 unrelated individuals)* to account for the number of unrelated individuals in all residential dwelling units, not just single-family dwellings.

House Bill 583 – Short Term Rentals

During the 2026 Idaho Legislative Session, House Bill No. 583 was passed and signed by the Governor amending Idaho Code § 67-6539, which does not permit a city to impose different restrictions or obligations on short-term rentals than are imposed on single-family dwellings in the city. In order to be in compliance with House Bill No. 583 upon its effective date of July 1, 2026, staff is proposing to amend the use table to allow Bed and Breakfast Inns as a permitted use in all zoning districts in which single-family dwellings are permitted.

Recommendation

The Planning and Zoning Commission conducted a public hearing on the proposed ordinance on May 13, 2026, and unanimously recommended approval to City Council. The public hearing before City Council has been scheduled for July 6, 2026.

PLANNING & ZONING COMMISSION



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

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday
May 13, 2026

7:00 PM

Council Chambers
206 E. Third Street

Wilson called the meeting to order at 6:59 PM

MEMBERS PRESENT: Dennis Wilson, Chair; Scott Gropp, Joel Hamilton, Cole Mize, Nels Reese, Sue Scott, Victoria Seever
MEMBERS ABSENT: Rich Beebe
OTHERS: Sage McCetich
STAFF: Jennifer Fleischman, Mike Ray, Nichol Baird Spencer

REGULAR AGENDA

1. Approval of Minutes from April 22, 2026 (ACTION ITEM)

Scott moved for approval of the minutes as written, seconded by Seever. Roll Call Vote; Ayes: Gropp, Mize, Reese, Scott, Seever, Wilson (6). Nays: None. Abstentions: Hamilton (1). Motion carried.

2. Public Comment

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

Leah Latta, Moscow, talked to the Commission about the possibility of making changes to the Central Business Zoning District, specifically on what uses are permitted by right. She was also concerned about Conditional Use Permits approved in perpetuity and whether that could be changed, especially in the downtown area. She then had questions about noise ordinances for air space over Moscow.

3. Public Hearing: Legislative Hearing Providing for the Amendment of Title 4, Chapters 1, 3, 4, and 6 of Moscow City Code Regarding Amendments to Single-Family Dwellings, Two-Family Dwellings, and Bed and Breakfast Inns (ACTION ITEM)

Over the past few years, the Community Development Department has received construction plans for duplex dwellings which have continued to evolve into multiple individual dwelling units intended to be rented as separate dwelling units and function as multiple family dwelling units. These two-family dwellings appear to be intentionally designed to avoid life safety, ADA accessibility, and off-street parking that would otherwise be required for multiple family dwelling units to protect the safety and welfare of the occupants of multi-family dwellings and mitigate the impacts of the use on the surrounding neighborhood. Staff recognize that there is a need for additional housing within the City, but the need to protect the safety of the residents of these two-family dwellings and mitigate the impact upon adjacent properties requires greater regulation. Therefore, staff proposes some code amendments for the Commission's consideration that will clarify existing definitions and apply some multi-family requirements to more than one single- or two-family dwelling upon a single lot.

Ray presented the proposed Code Amendment as described above, and recommended the Commission approve and put before City Council. There will be more proposed Code Amendments brought before the

Commission over the next year to address changes required from the Idaho Legislation’s recent bills.

Public Hearing opened at 7:19 PM

John Slagboom, Moscow, opposed the proposed ordinance on the grounds that it would make housing development more difficult. He encouraged the Commission to reduce the Zoning and Building Code as much as possible to allow for more cost savings and flexibility for developers.

Brad Covington, Moscow, spoke against the proposed code amendment because of his concerns that it would drive community residents to make unsafe living condition choices.

Public Hearing closed at 7:25 PM

The Commission had a discussion about the careful balance of maintaining a minimal Zoning Code that also prioritizes the life-safety of Moscow citizens. The Commissioners continued to talk about the flexibility of housing density, parking requirement impacts, and the definition of a bedroom according to the Building Code. There was a conversation about changes in development standards as the City grows and that the Commission needs to continue to strive to make code amendments for the good of the community as a whole.

Seever moved to recommend approval of the proposed Code Amendment for Single-Family Dwellings, Two-Family Dwellings, and Bed and Breakfast Inns, as written. The motion was seconded by Gropp. Roll Call Vote; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion Carried.

REPORTS

1. Transportation Commission meeting report.

The next meeting of the Transportation Commission is scheduled for Thursday, May 14, 2026. There will be a discussion about Farmers Market tabling dates and a Right-of-Way Vacation request to review.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

The next Planning & Zoning Commission regular meeting is scheduled for May 27, 2026.

The meeting was adjourned at 7:41 PM

Dennis Wilson, Chair

Date

NOTICE OF PUBLIC HEARING

Legislative Hearing Providing for the Amendment of Title 4, Chapter 1, 3, 4, and 6 of Moscow City Code Regarding Amendments to Single-Family Dwellings, Two-Family Dwellings, and Bed and Breakfast Inns.

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

Legislative Hearing Providing for the Amendment of Moscow City Code Title 4, Chapters 1, 3, 4, and 6; Providing for the Amendment of Certain Definitions, Bed and Breakfast Inns within the Use Table, Bulk and Placement Regulations Table, and Off-Street Parking Requirements Pertaining to Single- and Two-Family Dwellings.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed ordinance on May 13, 2026, and recommended approval to City Council.

HEARING DATE: Monday, July 6, 2026

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

MEETING TIME: 7:00 p.m.

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

Verbal testimony at the hearing is generally limited to three (3) minutes time. Public participants desiring to submit textual materials to the decision-making board shall make that submission at least five (5) calendar working days in advance of the scheduled meeting. Emailed comments can be received at P&Z@ci.moscow.id.us. Materials provided tardy may be admitted for consideration subject to the discretion of the decision-making board. You may obtain further information about the public hearing process and procedures on the City's Website at:

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

Laurie M. Hopkins, Moscow City Clerk


Jennifer R. Fleischman, Deputy City Clerk

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