

Moscow City Council



Regular Meeting
~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, October 18, 2021

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public, however attendees in City Hall are required to practice physical distancing, or wear a face covering when physical distancing is not possible. Attendees are also subject to protocols established by Governor Little's Stay Healthy Guidelines of the Idaho Rebounds Plan. If you do not have a mask, a disposable mask will be provided. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council October 4, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for September 2021 - Sarah Banks

Staff presented the September 2021 Accounts Payable Report to Public Works / Finance Committee on October 11, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of September 2021.

C. Well House No. 6 Bid Results - Scott Bontrager

The City published an advertisement for bids on September 4 and 11, 2021 for the Well House No. 6 project. The project included the reconstruction of Well House No. 6, electrical improvements, an on-site chlorine generation system, and the installation of a new generator. The Engineer's Estimate for the project was \$641,019. Bid opening for the project took place on October 1st, 2021, at which time one (1) bid was received. The bid received was in the amount of \$987,630 and was submitted by Quality Contractors, LLC. A bid tabulation is included in the Council packet. This was reviewed by the Public Works/Finance Committee on October 11, 2021 and recommended for approval.

ACTION: Reject the low bid from Quality Contractors, LLC.

D. Memorandum of Understanding with Moscow School District for SRO Program – Gary J. Riedner / James Fry

The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer (SRO) position for over 18 years to provide a law enforcement presence and additional resources to the Moscow School District to assist in providing and maintaining a safe and healthy student environment. Previously, the MSD and City had agreed to have two SRO positions, with the costs of the two positions to be evenly divided between the MSD and City. However, with the advent of COVID-19, MSD requested that one of the positions be eliminated for budgetary reasons, and that we return to one SRO, with the costs of the position to be evenly divided between the City and the MSD. The Memorandum of Understanding contemplates one SRO position. This was reviewed by the Public Works/Finance Committee on October 11, 2021 and recommended for approval.

ACTION: Approve the MOU with Moscow School District for the School Resource Officer program.

E. Comprehensive Mutual Aid Agreements for Fire Assistance – Brian Nickerson

The City of Moscow benefits significantly from having mutual and automatic aid agreements with our fire and EMS partners in the quad counties. This type of agreement provides the opportunity to give and receive assistance in the event the need should arise from an emergency situation including both fire and EMS. This updated agreement also enhances the opportunity to possibly receive credit for Insurance Service Office (ISO) Rating system for fire classification for the city. This update provides the ability to create a Response Plan / Card system for response on an automatic basis with no need to special request mutual aid from our partners. The Moscow Fire Department would like to enter into this Mutual and Automatic Aid Agreement with the following agencies; Moscow Rural Fire District, City of Lewiston, City of Pullman, City of Clarkston, City of Asotin, Asotin County Fire District, Potlatch Corporation Rural Fire Protection District, City of Troy, Troy Rural Volunteer Fire Department, Deary Rural Fire District, City of Genesee, Genesee Rural Fire District, Genesee Community Firemen Inc., City of Julietta, City of Kendrick, Bovill Fire Protection District, City of Palouse, Whitman County Rural Fire District No. 4, Whitman County Fire District No. 12, Whitman County Fire District 14, The City of Colfax, J-K Ambulance, Bennett Lumber Products, and Clearwater Paper. All partners receive assistance as necessary to help our surrounding agencies. This was reviewed by the Public Works/Finance Committee on October 11, 2021 and recommended for approval.

ACTION: Approve the mutual and automatic aid agreement.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayor’s Appointments (ACTION ITEM)

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

5. Final Decision for Appeal of Conditional Use Permit at 1400 E Seventh Street (ACTION ITEM) - Aimee Hennrich

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80-foot-tall Wireless Communication Facility (WCF) that would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment conducted a public hearing for the proposed CUP on March 29, 2021, and subsequently voted to deny the application. On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on

behalf of Parallel Infrastructure, stating that they wish to appeal the Board of Adjustment's decision to City Council.

On May 3, 2021, Council heard the appeal and remanded the matter back to the Board of Adjustment with the instruction to develop additional material information. Specifically, to determine whether the horizontal footprint and width of the proposed Wireless Communication Facility can be reduced in order to be less intrusive to the neighborhood and surrounding land uses and ultimately satisfy Criterion #2.

The Board of Adjustment conducted a public hearing to consider the Council's instructions and accept additional information on August 24, 2021, and subsequently voted to deny the application. On September 8, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they would like to appeal the Board of Adjustment's August 24, 2021, decision to deny the application to City Council.

On October 4, 2021, Council heard the appeal and reversed the decision by the Zoning Board of Adjustment to deny the application for a Conditional Use Permit for a Wireless Communication Facility and approved the three-legged tower design (Design Alternative 2) with the condition that the applicant remove all religious insignias from the design of the structure. City Council then directed staff to prepare a written decision based on the Council's action.

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

6. PUBLIC HEARING: Southgate 3rd Addition Proposed Rezone (ACTION ITEM) - Mike Ray

The applicant, Mike Salisbury, is proposing a rezone for a 7.56-acre property within Phase III of Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street. The zoning of the subject property is currently a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) and the proposal is to rezone the entire property to the Medium Density Residential (R-3) Zone. The Planning and Zoning Commission conducted a public hearing on August 11, 2021 and recommended approval of the rezone request with one condition.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

7. PUBLIC HEARING: Park Valley Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Mike Salisbury, is requesting a preliminary plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision. The subject property was originally platted as Phase III of the Southgate 3rd Addition and the applicant is requesting a rezone and re-plat of the property. The Planning and Zoning Commission conducted a public hearing on August 11, 2021 and recommended approval of the preliminary plat request.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat without conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

8. PUBLIC HEARING: Sierra Vista Planned Unit Development and Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Mike Salisbury, is requesting a proposed preliminary subdivision plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision. The subject property was originally platted as Phase III of the Southgate 3rd Addition and the applicant is requesting a rezone, re-plat, and Planned Unit Development (PUD) on the property. The Planning and Zoning Commission conducted a public hearing on August 11, 2021 and recommended approval of the PUD and preliminary plat request with 4 conditions.

PROPOSED ACTIONS:

After conducting the public hearing and upon consideration of testimony received:

1. Approve the PUD for Sierra Vista; or approve the PUD with conditions; or reject the PUD; or take other such action deemed appropriate.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards; or direct Staff to prepare a Reasoned Statement of Relevant Criteria and Standards for the Council's consideration at a future meeting.
3. Approve the preliminary plat with the four (4) conditions recommended by the Planning and Zoning Commission and the additional condition recommended by Staff; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

9. First Amendment to Agreement to Purchase Real Property Between the City and University of Idaho for 118 E. 4th Street (ACTION ITEM) - Gary J. Riedner

On September 7, 2021, the City Council approved the sale of the current Moscow Police facility, located at 118 E. 4th Street, to the University of Idaho, with the closing date no later than November 15, 2021. It was anticipated that the Moscow Police Department would be able to relocated prior to that date to the new police facility located at Southview and US 95. Recently, the City was informed that because of delays due to COVID-19 and scarce supply sources, the furnishings for the new facility would be delayed until early December 2021. It is anticipated that after delivery, it will take two weeks to install the furnishings and prepare the facility for occupancy. Since this delay prevents the Moscow Police Department from moving into the new facility, staff approached the University of Idaho to inquire about a delayed move-out from the current facility. The University of Idaho has agreed to extend the closing date for the Purchase Agreement until no later than January 10, 2022. An amendment to the original purchase agreement is included in the packet. This item was not reviewed by City Council Committee and is being presented on the regular City Council agenda for consideration.

PROPOSED ACTIONS: Approve the First Amendment to Agreement to Purchase Real Property Between the City of Moscow and the University of Idaho, or take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Moscow City Council



Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, October 4, 2021

7:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, David Schott, Greg Morrison, Mike Ray, Aimee Henrichs, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Laflin led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council September 20, 2021 Minutes - Laurie M. Hopkins

B. Personnel Policy Updates - Jen Pfiffner

Updates to the City of Moscow Personnel Policies continue. The On-Call policy presented includes updates to the current policies to promote consistency and equity across departments and divisions. Policy sections will continue to be presented for review.

ACTION: Approve the proposed On-Call personnel policy.

C. Moscow Police Department - OHS Highway Safety Grant FFY 2022 - Alisa Anderson / Eric Warner

The Moscow Police Department (MPD) has received a notice of award for a grant request submitted in February 2021 for the national program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS). The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The award will reimburse the MPD for time dedicated to traffic enforcement to include problem identification, a project plan including objectives, performance measures and safety focused targets. The MPD employs a dedicated traffic enforcement officer; however, the department will form a "Traffic Enforcement Team" to fulfill the grant requirements. The program period is October 1, 2021 to September 30, 2022 with a grant award of \$100,000 requiring a \$25,000 cash and in-kind match. The funding will cover the wages and fringe benefits for approximately 2,080 regular patrol officer wages, and/or overtime, travel, contractual services, training, and consumables. Patrol officer wages can also include hours spent providing public education, distribution of educational materials, and outreach efforts to create a general deterrence toward crash-causing behavior. The match of \$25,000 can include mileage, administrative staff hours for program management, hard costs, and overtime (not included in other grant programs) allocated to traffic patrols for special events held in Moscow to address program specific safety goals. This item was reviewed by the Public Works/Finance Committee on September 27, 2021 and recommended for

approval.

ACTION: Approve the Moscow Police Department to accept the Idaho Transportation Department, Office of Highway Safety, Highway Safety Grant FFY 2022 for \$100,000.

D. Rolling Hills 9th Addition Development Agreement - Todd Drage

Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If the final plat is approved by the City Council, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on September 27, 2021 and was recommended for approval.

PROPOSED ACTIONS: Approve the Development Agreement with Itani Land Company LLC for Rolling Hills 9th Addition.

E. Rolling Hills 9th Addition Monumentation Agreement - Todd Drage

Ryan Itani, on behalf of Itani Land Company LLC, has submitted to the City a final plat for the development of a property east of the intersection of 3rd St. and 6th St and just south of Moser Park. On June 21, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Rolling Hills 9th Addition and will be presented for City Council approval on October 4th. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on September 27, 2021 and was recommended for approval.

PROPOSED ACTIONS: Approve the monumentation agreement with Itani Land Company LLC for Rolling Hills 9th Addition.

Bettge moved, Taruscio seconded.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

Riedner honored Laurie Hopkins who was sworn in as the 2021-2022 President of the Idaho City Clerk / Treasurers / Finance Officer Association.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Citizen Commission Report - Parks and Recreation Commission - David Schott / Robby Cooper

Schott introduced Robby Cooper, Chair of the P&R Commission. Cooper presented a list of the commission members, read the mission statement, and went through the projects for 2021 which included pickleball court at Ghormley Park, weed monitoring report, and a strategic planning process. Projects for 2022 include continuing the strategic planning process, paradise pathway lighting, and a playground at Milton Arthur park.

6. Appeal of Denial of Conditional Use Permit at 1400 E Seventh Street (ACTION ITEM) - Aimee Hennrich

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80-foot-tall Wireless Communication Facility (WCF) that would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment conducted a public hearing for the proposed CUP on March 29, 2021, and subsequently voted to deny the application. On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wish to appeal the Board of Adjustment's decision to City Council.

On May 3, 2021, Council heard the appeal and remanded the matter back to the Board of Adjustment with the instruction to develop additional material information. Specifically, to determine whether the horizontal footprint and width of the proposed Wireless Communication Facility can be reduced in order to be less intrusive to the neighborhood and surrounding land uses and ultimately satisfy Criterion #2.

The Board of Adjustment conducted a public hearing to consider the Council's instructions and accept additional information on August 24, 2021, and subsequently voted to deny the application. On September 8, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they would like to appeal the Board of Adjustment's August 24, 2021, decision to deny the application to City Council.

PROPOSED ACTIONS: Sustain the decision of the Board in whole or in part; or reverse the decision of the Board in whole or in part; or remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board; or take other action deemed appropriate

Hennrich introduced the item as written above adding on May 3, 2021, City Council heard the appeal and remanded the matter to the Board of Adjustment (BOA) to determine whether the horizontal footprint and width of the proposed Wireless Communication Facility can be reduced in order to be less intrusive to the neighborhood and surrounding land uses and ultimately satisfy Criterion #2 of the Relevant Criteria and Standards (RCS). The applicant determined the horizontal footprint and width of the proposed facility cannot be reduced in height or diameter and the structures location cannot be changed. The applicant submitted three alternative tower designs for consideration. See attached presentation.

Bautista explained the parameters of the appeal are no additional information can be taken or considered. Discussion is regarding what is on the record.

Josh Leonard, Clark Wardle LLC (Boise ID) representing the applicant. Thanked staff for their work. Leonard also went through history of the application and appeal adding staff recommended approval and the application met 13 out of the 14 criteria in the RCS. The BOA reviewed three options and he felt they had some confusion as to how far their authority went. The BOA voted on the monopole and tower but didn't think they could approve the 3-legged option thus didn't vote. The monopole is the least expensive and preferred option however, the applicant is willing to build any of them. The monopole and 3-legged structures reduce the footprint of the structure. Due to utilities and access, the location couldn't be moved. The Zoning Code states telecommunication facilities are designed to minimize visual impacts and the character of the proposed use will be in harmony with the neighborhood. Leonard reminded the Council of the testimony in favor of the cell tower from the hearing. He requested the Council reverse the decision of the BOA.

Taruscio felt the applicant has given a serious good faith effort to fit character and aesthetics of the neighborhood. The proposed steps forward are good and the Council has choices that would be acceptable. Bettge felt harmony is a nebulous concept and trying to quantify it means something different to all involved. The applicant has done their due diligence in decreasing the horizontal and width to reduce the visual impact. Kelly said she appreciated the effort and changes. She is concerned with a large cross on the structure as some people may be uncomfortable with it. If approved, she would prefer the 3-legged or monopole. Laflin said she is stuck between the terms reduction and harmony. She feels the need for coverage is there and the Council

can define harmony in a way that minimizes impact. Sullivan said Criteria 2 has a degree of interpretation. How does any 80 foot tower fit harmoniously in any residential zone.

Belknap said in speaking to the height, the City Code promotes co-location with a taller structure. If a carrier installs a shorter tower and another carrier wants to locate on it, the structure would have to be switched out to allow for it. The goal of the City Code is to have fewer but taller structures.

Bettge feels the facility is needed and the applicant has done what they can on visual and horizontal projection. He moved to reverse the decision of the Board. Taruscio seconded.

Belknap recommended, because harmony with the neighborhood has been the primary area of concern, the selection of the structure be included with the motion. Riedner said the record needs to be as clean as possible. His preference is to reverse the decision in favor of a design.

Bettge modified his motion to say reverse the decision of the BOA and select the tripod structure as the preferred design. Taruscio seconded the modification.

Sullivan said the monopole is the least intrusive. Kelly would support the tripod structure if there was no religious insignia on it. Sullivan agreed with Kelly that a religious symbol that large would not be in harmony with neighborhood. Zabala felt the tripod structure was most compelling in reduction and impact.

Bettge modified his motion to say reverse the decision of the BOA and select the tripod version and remove any specific religious insignia on tower. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved to direct staff to prepare the RCS and bring back to Council at the next meeting. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Rolling Hills 9th Addition Final Plat (ACTION ITEM) - Mike Ray

On June 21, 2021, Moscow City Council approved the Rolling Hills 9th Addition preliminary plat with two conditions. On September 13, 2021, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on September 22, 2021 and recommended approval to City Council.

PROPOSED ACTIONS: Approve the Rolling Hills 9th Addition Final Plat; or take other action as deemed appropriate.

Ray provided a background of the subdivision plat adding the two conditions from the preliminary plat were satisfied in the final plat. Taruscio moved to approve Rolling Hills final plat with no conditions. Bettge seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Amendment to City Code to Correct Management Reorganization (ACTION ITEM) – Gary J. Riedner / Mia Bautista

On October 7, 2019, the City Council passed Resolution 2019-19 authorizing the implementation of the reorganization management model and directed staff to prepare ordinance revisions to align with said model, which included the creation of new positions, along with the elimination of specific positions. On July 19, 2021, the City Council passed Ordinance 2021-09, approved by the Mayor, providing for the amendment of various Chapters of Moscow City Code to reflect the reorganization management model of the City. While codifying the City Code, certain sections were found to have errors. The proposed ordinance will correct those errors and amend Moscow City Code Title 6, Chapter 2 by replacing Section 24 of Ordinance 2021-09 in its entirety, retain Title 3, Chapter 11 as previously codified, and amend Title 5, Chapter 11 to accurately reflect the name of the Commission, which changed from Health and

Environment Commission to Sustainable Environment Commission. This was reviewed by the Public Works/Finance Committee on September 27, 2021 and recommended for approval.

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

Bautista introduced the item as written above. Sullivan moved to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-18 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE CORRECTION OF ORDINANCE NO. 2021-09; PROVIDING FOR THE RECISION OF SECTION 8 OF ORDINANCE NO. 2021-09 AND THE CLARIFICATION THAT MOSCOW CITY CODE TITLE 3, CHAPTER 11 SHALL REMAIN UNAMENDED BY RESOLUTION 2021-09; PROVIDING FOR THE RECISION OF SECTION 24 OF ORDINANCE NO. 2021-09 AND THE CORRECTED AMENDMENT OF MOSCOW CITY CODE TITLE 6 CHAPTER 2; PROVIDING FOR THE CORRECTION OF SECTION 18 OF ORDINANCE NO. 2021-09 SPECIFIC TO MOSCOW CITY CODE TITLE 5, SECTION 11-5; PROVIDING THAT ALL OTHER SECTIONS OF ORDINANCE NO. 2021-09 SHALL BE IN EFFECT; 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.

REPORTS

City Council

Farmers Market Commission – Bettge said the Tuesday market has vendors that want to join; working on design templates for new logos and promotion; defining local in cider making.

Moscow Volunteer Fire Department – Bettge said the Department was working on the pancake feed logistics; point system for volunteers.

SMART Transit – Bettge said the group is working on a salary survey for driver positions; purchase of two dial-a-ride buses.

Moscow Urban Renewal Agency – The Agency approved the FY2022 budget and all lots in Alturas have sold but one.

Parks and Recreation Commission – Sullivan said the Commission had their parks tour.

Moscow Arts Commission – Sullivan reported the Commission approved a new poet laureate; approved RFQ for activities tool box; presented public art schedule; the Andrew Becker selection committee was selected.

Palouse Knowledge Corridor – Zabala two finalists but no offer yet.

Sustainable Environment Commission – Kelly said the Commission prepared for the climate control presentation.

Clearwater Economic Development Association – Kelly said the Association hired a director.

Palouse Basin Aquifer Committee – Taruscio said the water summit is scheduled for October 21 and will be virtual.

Clearwater RC&D – Taruscio said the group is winding down and at 50% projects; mid to late 2022 they will be done

Planning and Zoning Commission – Laflin said the Commission items have come before Council.

Human Rights Commission – Laflin reported the Commission held three events during Racial Equality and Inclusive Community month of September; created video based on survey results.

Mayor

Mayor Lambert said he participated in the Moscow Pathways Commission bike ride and attended the Airport Board meeting.

Staff

Riedner said the first entertainment district event was held this past weekend and was sold out. The City anticipates more events. The airport terminal workshop has been moved to October 11 as information won't be finalized for a couple weeks.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:39 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, October 18, 2021



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report for September 2021 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending September 30,2021. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of \$2,381,148.57. The Committee received the report and approved the disbursements as presented.

Payroll	\$1,118,576.00
Professional Services	\$119,034.00
Sanitation	\$307,582.00
Capital Outlay	\$114,714.00
Capital Outlay-Improvements	\$10,299.00
Capital Outlay-Buildings	158,799.00
Capital Outlay-Vehicles	\$94,543.00
Supplies	\$118,036.00
Utilities	\$81,823.00
Contractual Payments	\$78,847.00
ACH Wells Fargo	\$38,241.00
ACH	\$2,952.00
Total	\$2,243,446.00

STAFF RECOMMENDATION

Receive the disbursement report.

PROPOSED ACTIONS

ACTION: Receive the Disbursements Report for the month of September 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report September 2021
2. Revenue Report September 2021
3. Cash & Investments Sept 2021
4. Major Expenditures Report September 2021

DISBURSEMENTS REPORT FOR SEPTEMBER 2021

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	ACH's	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		9/2/2021	9/9/2021	9/16/2021	9/23/2021	9/14/2021 9/27/2021	9/17/2021 9/24/2021	9/7/2021	9/10/2021	9/24/2021	
BATCH #		AP 9.3.2021	AP 9.10.2021	AP 9.17.2021	AP 9.24.2021	AP 9.14.2021 AP 9.27.2021	AP 9.17.2021 AP 9.24.2021	AP 9.7.2021	ID19	ID20 ID21	
CHECK #'s		99147-99218	99219-99274	99275-99346	99347-99448	September's CC ACH's	September's ACH's	99180	21489-21490	21491-21494	
101	GENERAL	17,417.40	33,116.50	6,876.09	34,883.65	17,807.62			326,080.33	348,031.11	784,212.70
105	STREETS	16,525.13	48,367.37	1,519.89	10,439.67	1,603.49		(3,091.00)	26,974.65	26,638.87	128,978.07
120	RECREATION AND CULTURE	16,241.89	12,466.62	15,140.66	50,938.07	11,615.64			60,181.53	57,185.05	223,769.46
121	MSD COMM. PLAY FIELDS	2,081.87	83.12	182.89	8,048.83	648.00					11,044.71
123	1912 CENTER	7,916.67	12,366.67								20,283.34
128	TRANSIT CENTER	64.91	6.18		1,776.07						1,847.16
220	WATER	4,394.55	34,431.89	14,656.12	9,922.09	855.92			49,097.53	52,496.63	165,854.73
230	SEWER	23,745.80	24,829.65	8,607.13	37,660.88	2,267.28	17,914.08		48,082.81	49,215.61	212,323.24
240	SANITATION	117,739.65	207.65	44.17	245.05	51.30	172,492.63		5,490.39	5,587.83	301,858.67
290	FLEET	10,926.66	1,365.44	59.99	143,757.09				11,846.29	11,976.05	179,931.52
295	INFORMATION SYSTEMS			16,938.20		3,392.20			19,849.21	19,841.68	60,021.29
320	WATER CAPITAL PROJECTS		19,170.97	5,673.84							24,844.81
330	SEWER CAPITAL PROJECTS	125.10		3,455.47							3,580.57
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS	97,740.05	26,144.05	132,581.98	3,180.00		2,952.22				262,598.30
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
890	URBAN RENEWAL AGENCY										0.00
941	PAYROLL CLEARING FUND										0.00
	TOTAL	314,919.68	212,556.11	205,736.43	300,851.40	38,241.45	193,358.93	(3,091.00)	547,602.74	570,972.83	2,381,148.57

WIRE Transfers:

_____ Maureen Laffin

_____ Anne Zabala

_____ Sarah L. Banks, Finance Director

_____ Art Bettge

RECEIPTS REPORT FOR SEPTEMBER 2021

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	9,947.12	94,516.92	71,526.12	0.00	145,440.71	15,717.65	26,526.31	36,114.82	2,500.00	5,767.78	408,057.43
105	STREETS	1,858.04	0.00	0.00	0.00	24,583.03	0.00	0.00	850.00	0.00	0.00	27,291.07
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	18,486.85	0.00	0.00	12.72	-66.50	34.30	18,467.37
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,460.71	0.00	0.00	0.00	0.00	0.00	0.00	5,460.71
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	772,441.90	0.00	737.85	1,337.75	0.00	0.00	774,517.50
230	SEWER	0.00	0.00	0.00	0.00	702,793.05	0.00	245.41	538.32	0.00	0.00	703,576.78
240	SANITATION	0.00	0.00	0.00	0.00	498,203.05	0.00	0.00	0.00	0.00	0.00	498,203.05
290	FLEET	0.00	0.00	0.00	0.00	77,282.71	0.00	0.00	0.00	0.00	0.00	77,282.71
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	989.51	21,921.57	0.00	0.00	22,911.08
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	213.91	0.00	0.00	0.00	213.91
590	BOND & INTEREST	1,633.71	0.00	0.00	0.00	0.00	0.00	26.10	0.00	0.00	0.00	1,659.81
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,430.36	4,430.36
TOTAL		13,438.87	94,516.92	71,526.12	5,460.71	2,352,681.60	15,717.65	28,739.09	60,775.18	2,433.50	10,232.44	2,655,522.08

City of Moscow
Cash and Investments
Balances as of 9/30/2021

Fund	Year to Date Balance
General Fund	\$ 11,382,922.28
Street Fund	\$ 2,323,138.93
Culture & Recreation	\$ 1,509,067.72
MSDCPF	\$ 192,275.28
1912 Fund	\$ 58,617.00
Transit Center	\$ 99,942.87
Water Fund	\$ 3,022,153.35
Sewer / WRRF	\$ 4,290,293.88
Sanitation Fund	\$ 3,064,735.59
Fleet Fund	\$ 4,602,535.75
Information Systems	\$ 2,970,351.54
Water Capital	\$ 5,901,271.74
Sewer Capital	\$ 14,992,317.43
Capital Projects	\$ 5,877,503.23
Sanitation Capital	\$ 6,750,101.51
LID construction	\$ 26,586.88
Hamilton	\$ 2,098,254.21
Bond & Interest	\$ 368,211.43
LID Funds	\$ 35,772.39
Payroll Service	\$ 995,181.46
Total Cash & Investments	\$ 70,561,234.47

Major Expenditures for September 2021

Professional Service					
Aspect Consulting, LLC	\$ 7,044.75	Finley Buttes Landfill	\$ 117,175.38	Avista Utilities	\$ 81,823.19
Professional services for phase 3 stormwater fee study 6.26.21 - 7.30.21		Garbage		August 2021	
Auto Body Super Center	\$ 4,730.87	Latah Sanitation (ACH Payment)	\$ 190,406.71		\$ 81,823.19
Vehicle 4-86 hit a deer, ICRMP claim C-21-02122-14205	\$ 2,830.03		\$ 307,582.09	Payroll	
Cues, Inc.					\$ 1,118,575.57
Transporter repair		Supplies			
Evcar, Inc.	\$ 6,052.13	Ennis Paint, Inc.	\$ 10,251.68	Contractual Payments	
Janitorial services for multiple City locations August 2021		White line paint and turn arrow stencils		Heart of the Arts, Inc. - August & September	\$ 15,833.34
Evcar, Inc.	\$ 6,052.13	Mallory Paint Store	\$ 3,891.29	Infosend, Inc. - July & August	\$ 6,763.57
Janitorial services for multiple City locations September 2021		Parts for new #2-52 (Streets)		Moscow Chamber of Commerce, Inc. - 3rd & 4th Quarter	\$ 8,500.00
Herco, Inc.	\$ 2,800.00	Thatcher Company of Montana	\$ 6,900.18	University of Idaho Bursar	\$ 3,900.00
Patch work at 6th and Main Streets		Aluminum Sulfate		Moscow Volunteer Fire Department	\$ 2,562.00
Idaho State Police	\$ 3,125.00	H.D Fowler Company	\$ 2,782.75	Skyhawks Sports Academy	\$ 17,943.20
Illet & User fees - Whitcom July - September 2021		Top section of meter boxes for yokes and broken boxes		Latah County Historical Society	\$ 3,000.00
Lyman Dust Control, Inc.	\$ 16,412.40	Heart of the Arts, Inc.	\$ 4,450.00	Latah County Clerk	\$ 10,000.00
91,180 sq feet of dust abatement		1912 Center thermostat replacement		Alta Science and Engineering, Inc.	\$ 7,310.00
Hatfield & Dawson Consulting Eng., LLC	\$ 3,160.00	Intermountain Sign & Safety, Inc.	\$ 2,570.00	Moscow Food Bank	\$ 3,035.09
RF studies, analysis, and assesment for radio system upgrade		Orange posts and bases			\$ 78,847.20
Intermax Networks	\$ 3,094.00	Oxarc, Inc.	\$ 2,599.88	ACH Wells Fargo	
Intermax Networks Voicemail Upgrade		Chlorine, SO2 and deposit on cylinder		Commercial Card Expense - September 3rd	\$ 12,169.48
Ziply Fiber	\$ 4,296.84	Salt Lake Wholesale Sports	\$ 10,057.50	Commercial Card Expense - September 11th	\$ 7,343.47
PRI phone lines, long distance, and 911 service 8.19.21 - 9.18.21		9mm and .223 ammunition		Commercial Card Expense - September 17th	\$ 5,409.05
American Building Maintenance Co.	\$ 6,122.71	Thatcher Company of Montana	\$ 7,094.40	Commercial Card Expense - September 24th	\$ 13,319.45
Janitorial services for multiple City locations		Aluminum Sulfate			\$ 38,241.45
Blue to Gold	\$ 4,165.00	USA Bluebook	\$ 2,728.36	ACH's	
Duty to Intervene and De-Escalation Training for Officers		Heath Aquascope leak detector		LCA Architects, P.A.	\$ 2,952.22
Julene Ewert	\$ 4,000.00	Coleman Oil Co.	\$ 19,471.62	Police Services Facility Design Services	\$ 2,952.22
Design Tool Kit for MFM		Unleaded fuel (6,001 gals @ \$2.8847/ea)			
Idaho Department of Environmental Quality	\$ 19,964.76	Horizon	\$ 3,315.96	Capital Outlay-Buildings	
IPDES permit for fiscal year 2021; Oct. 1st to September 30th, 2021		Parks Shop: Irrigation supplies		Complete Office LLC	\$ 30,021.05
J-U-B Engineers, Inc.	\$ 12,356.00	Idaho Forest Group, LLC	\$ 2,730.00	Haddock Building furniture order 50% deposit	
Professional services for WRRF facility plan 7.18.21 - 8.21.2021		Parks Shop: Bark		K & G Construction	\$ 126,136.00
Jess Ford of Pullman	\$ 4,327.81	J.R. Simplot Company	\$ 12,925.00	Haddock Remodel Pay Request	
Diagnose/repair Transmission issue on #4-08 (PD)		MSDCP and Parks Shop: Fertilizer and pesticides		Geoprofessional Innovation Corporation	\$ 2,642.00
POE Asphalt Paving, Inc.	\$ 8,500.00	Pioneer Manufacturing Company	\$ 3,590.00	Police Services Facility Material Testing	
Water Department patch		Parks Shop: bleachers			\$ 158,799.05
	\$ 119,034.43	Titan Truck Equipment and Accessories	\$ 13,062.50		
Capital Outlay					
Consolidated Supply Co.	\$ 3,364.65	Dump body replacement for #1-39 (Water)			
Meter box lids for Ridgeview project		Totem Pacific Corp.	\$ 2,508.32		
Vortex USA Holdings, Inc.	\$ 67,000.00	Salt for Well #10 MIOX	\$ 7,106.88		
HLAC play structure replacement		Uniform2Gear, Inc.			
T M L Construction, Inc.	\$ 19,170.97	Six Ballistic Vests			
SE Booster Station Pay App 5			\$ 118,036.32		
W.M Smith and Associates, Inc.	\$ 25,178.43	Capital Outlay-Vehicles			
HLAC Pay app 1, installation for HLAC play structure		Chipman & Taylor Chevrolet	\$ 30,311.60		
	\$ 114,714.05	New vehicle #7-83 (Parks) with trade-in old (7-83)			
Capital Outlay- Improvements					
Geoprofessional Innovation Corporation	\$ 7,073.50	Joe Hall Ford	\$ 35,094.00		
Ghormley Pickleball, 6th & 7th Sewer, 3rd St. Water Main		New 2021 Ford Explorer #4-04 (PD) / Trade in 2014 Ford Explorer			
Welch - Comer Engineers	\$ 3,225.00	Knudtsen Chevrolet Co.	\$ 24,081.52		
Well #6 Building Replacement Design - Design Phase		New vehicle #1-06 (Water) with trade in 2009 Ford F-150			
	\$ 10,298.50	St. Maries Saw & Cycle, LLC	\$ 5,055.95		
		New 2021 4-Wheeler #7-22 (Parks) with trade in of 2013 Yamaha			
			\$ 94,543.07		
				Major Expenditures	\$ 2,243,447.14 94%
				of the total expenditures of	
					\$2,381,148.57
Large Expenditures					
Vortex USA Holdings, Inc.	\$ 67,000.00	Joe Hall Ford	\$ 35,094.00		
HLAC play structure replacement		New 2021 Ford Explorer #4-04 (PD) / Trade in 2014 Ford Explorer			
W.M Smith and Associates, Inc.	\$ 25,178.43	Knudtsen Chevrolet Co.	\$ 24,081.52		
HLAC Pay app 1, installation for HLAC play structure		New vehicle #1-06 (Water) with trade in 2009 Ford F-150			
Chipman & Taylor Chevrolet	\$ 30,311.60	Complete Office LLC	\$ 30,021.05		
New vehicle #7-83 (Parks) with trade-in old (7-83)		Haddock Building furniture order 50% deposit			
K & G Construction	\$ 126,136.00				
Haddock Remodel Pay Request					
			\$337,822.60		

CITY COUNCIL STAFF REPORT

DATE: Monday, October 18, 2021



AGENDA ITEM TITLE

Well House No. 6 Bid Results - Scott Bontrager

RESPONSIBLE STAFF REVIEWED BY

Scott Bontrager, Assistant
City Engineer

This was reviewed by the Public Works/Finance Committee on
October 11, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

The City published an advertisement for bids on September 4 and 11, 2021 for the Well House No. 6 project. The project included the reconstruction of Well House No. 6, electrical improvements, an on-site chlorine generation system, and the installation of a new generator. The Engineer's Estimate for the project was \$641,019.

Bid opening for the project took place on October 1st, 2021, at which time one (1) bid was received. The bid received was in the amount of \$987,630 and was submitted by Quality Contractors, LLC. A bid tabulation is attached along with a bid analysis done by the consultant engineering design company Welch-Comer recommending rejection of the bid.

This was reviewed by the Public Works/Finance Committee on October 11, 2021 and recommended for approval.

STAFF RECOMMENDATION

Reject all bids and rebid at a later time to seek an improved bid climate.

PROPOSED ACTIONS

ACTION: Reject the low bid from Quality Contractors, LLC.

FISCAL IMPACT

Funds for the Well House No. 6 project will be expended from the Water Capital Project Fund 320-220-770-64 Well Capital Improvements.

PERSONNEL IMPACT

This project will be inspected and managed by Engineering Division staff.

ATTACHMENTS

1. Welch-Comer Bid Analysis

October 4, 2021

Mr. Scott Bontrager, P.E.
City of Moscow
221 East Second Street
Moscow, ID 83843

Re: Well House No. 6

Dear Mr. Bontrager:

Enclosed please find the bid tabulation, summary, and review checklist for the bid which was received at your office for the Well House No. 6 Project. We have reviewed the bid package received and it appears to be responsive.

Pursuant to Section 21.03 of the Instructions to Bidders for the above-referenced project and the Advertisement for Bid, Welch Comer & Associates recommends the City reject this bid, in the amount of \$987,630.00 from Quality Contractors LLC. The reason for this rejection is because the bid is well above the City's budget for the project. We feel that it would be in the City's best interest to rebid the project in part with other projects the City may have or wait for a bidding environment which is more advantageous for the City.

Should you have any questions, please contact our office.

Sincerely,



Nathan Wright, P.E.
Project Engineer

NW/mdp
Enclosures

CITY OF MOSCOW							
WELL HOUSE NO. 6							
BID TABULATION							
Bid Opening: 10/01/2021							
Pay Item	Description	Pay Unit	Estimated Quantity	Engineer's Estimate		Quality Contractors LLC	
				Unit Price	Total Amount	Unit Price	Total Amount
024100.01	Demolition	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00
221007.01	On-Site Sodium Hypochlorite Generation System	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 161,000.00	\$ 161,000.00
238100.01	Heating and Ventilation	LS	1	\$ 5,761.00	\$ 5,761.00	\$ 55,000.00	\$ 55,000.00
260000.01	General Electrical	LS	1	\$ 65,477.00	\$ 65,477.00	\$ 152,000.00	\$ 152,000.00
312200.01	Site Grading	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00
331116.01	2" Poly Water Line	LF	59	\$ 30.00	\$ 1,770.00	\$ 120.00	\$ 7,080.00
331116.02	2" Service Meter Piping	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
333111.01	Sanitary Sewer Service Connection	LF	70	\$ 60.00	\$ 4,200.00	\$ 65.00	\$ 4,550.00
334111.01	Catch Basin	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
334111.02	Pump to Waste Basin	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
334111.03	10" Ductile Iron Drain Pipe	LF	10	\$ 100.00	\$ 1,000.00	\$ 300.00	\$ 3,000.00
334111.04	Drywell	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
334111.05	4-Inch Floor Drain and Pipe	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
061010.01	Building	LS	1	\$ 202,300.00	\$ 202,300.00	\$ 362,000.00	\$ 362,000.00
	Base Bid Cost				\$ 447,008.00		\$ 797,630.00
	ADD ALTERNATE 1						
263213.01	Standby Power System	LS	1	\$ 194,011.00	\$ 194,011.00	\$ 190,000.00	\$ 190,000.00
	Add Alternate 1 Cost				\$ 194,011.00		\$ 190,000.00
	TOTAL CONSTRUCTION COST				\$ 641,019.00		\$ 987,630.00

**CITY OF MOSCOW
WELL HOUSE NO. 6
BID SUMMARY***
Bid Opening 10/04/2021 at 2 p.m.

CONTRACTOR	BASE BID	ADD ALT 1	TOTAL BID
Quality Contractors LLC	\$ 797,630.00	\$ 190,000.00	\$ 987,630.00

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113
- INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

BID REVIEW CHECKLIST PRIOR TO RECOMMENDATION

OWNER: City of Moscow

PROJECT: Well House No. 6

Open Date: 10/1/2021

Bid Review Performed By: Mindy Patterson

CONTRACTOR	Quality Contractors LLC
BID AMOUNT (Basis of Bid Award)	\$ 797,630.00
PUBLIC WORKS LICENSE NO.	010331-Unlimited -3-4
License Limit (See List)	Yes
License Confirmed with the License Board at www.dbs.idaho.gov	Yes
BID PACKAGE	
Are all forms filled out completely and correctly?	
ALL ADDENDA ACKNOWLEDGED?	Yes
BID PROPOSAL FORM	Yes
BID SCHEDULE	Yes
FORM OF BID SECURITY	Bond
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	Yes
LIST OF SUBCONTRACTORS	Yes
PLUMBING	Quality Contractors LLC
HVAC/BOILER	Mike's Heaty & Air
ELECTRICAL	Storm Electric
NON-COLLUSION AFFIDAVIT	Yes
CONTRACTOR FOR PW TO PAY ALL TAXES	Yes
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	Yes
List other requirements:	

COMMITTEE STAFF REPORT

DATE: Monday, October 18, 2021



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Memorandum of Understanding with Moscow School District for SRO Program – Gary J. Riedner / James Fry

DESCRIPTION

The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer (SRO) position for over 18 years to provide a law enforcement presence and additional resources to the Moscow School District to assist in providing and maintaining a safe and healthy student environment. Previously, the MSD and City had agreed to have two SRO positions, with the costs of the two positions to be evenly divided between the MSD and City. However, with the advent of COVID-19, MSD requested that one of the positions be eliminated for budgetary reasons, and that we return to one SRO, with the costs of the position to be evenly divided between the City and the MSD. The attached Memorandum of Understanding contemplates one SRO position. This was reviewed by the Public Works/Finance Committee on October 11, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the MOU with Moscow School District for the School Resource Officer program.

PROPOSED ACTIONS

ACTION: Approve the MOU with Moscow School District for the School Resource Officer program.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Memorandum of Understanding with MSD for SRO_2021_clean

MEMORANDUM OF UNDERSTANDING
FOR PROFESSIONAL SERVICES BETWEEN
CITY OF MOSCOW, IDAHO AND
MOSCOW SCHOOL DISTRICT NO. 281

THIS AGREEMENT FOR PROFESSIONAL SERVICES, dated this _____ day of _____, 2021, by and between the City of Moscow, Idaho, 206 East Third Street, Moscow, Idaho, 83843, a municipal corporation of the State of Idaho (hereinafter "CITY"), and Moscow School District No. 281, 650 North Cleveland, Moscow, Idaho, 83843 (hereinafter "MSD");

INTRODUCTION

WHEREAS, CITY, through the Moscow Police Department (hereinafter "MPD") has been employing a School Resource Officer (SRO) position for over twenty-one (21) years to provide a law enforcement presence and additional resources at MSD in order to assist in providing and maintaining a safe and healthy student environment; and

WHEREAS, in the past eighteen (18) months, MSD has paid half the salary of the one SRO due to budgetary concerns of MSD in paying for an entire additional SRO; and

WHEREAS, MSD and City will continue to split the cost of the SRO, as detailed herein; and

WHEREAS, it is deemed to be in the best interests of CITY to enter into this Agreement with MSD as hereinafter provided;

NOW, THEREFORE, CITY and MSD, in consideration of the mutual covenants and stipulations set out, do hereby agree as follows:

SECTION 1: TERMS AND CONDITIONS OF MEMORANDUM OF UNDERSTANDING

- A. Term: Pursuant to the terms of this Memorandum of Understanding (hereinafter "MOU"), CITY shall designate a police officer to fill the request of MSD for a full-time SRO. This MOU shall commence on the first day of October, 2021 (the Commencement Date), and shall continue per the terms herein for a period of three (3) years, subject to renewal upon agreement by both Parties.
- B. Cost: MSD shall commit to provide funding to support the SRO position by reimbursing City on a schedule detailed on the chart attached as Exhibit "A".
- C. Payment of Salaries and Costs: MSD shall pay to CITY, at the rate stated in the attached Exhibit "A", to reimburse CITY for the work of the SRO. Such payment shall be made in two (2) equal annual installments; the first shall be due the first day of October, and the second, the first day of April of each year this Agreement is in effect.

- D. **Scope of Work:** The SRO will be a sworn police officer of the MPD. In addition to the regular duties of a sworn police officer, the SRO shall be available to school staff and shall provide education to classes regarding information pertinent to specific curriculum, as well as act as the key liaison between MPD and the MSD. This mission will be carried out in the following ways:
1. Primary contact/liaison between MPD and MSD personnel.
 2. Visible at school activities, when available.
 3. Work with students who are at risk regarding attendance concerns.
 4. Speak to classrooms regarding a variety of subjects, upon staff request.
 5. Be visible around school campus before school, after school, and during lunch times.
 6. Be the primary officer to respond when criminal acts occur on school property, when available.
- E. **Uniform and Equipment:** The SRO will wear a standard MPD uniform. The SRO will be armed at all times while on duty.
- F. **Location and Assignment of Work:** The SRO will serve all the schools operated by MSD.
- G. **Standard Operating Procedures for the SRO:**
1. The SRO shall strive to follow MSD policies and procedures related to law enforcement action within the schools, but is ultimately required to follow CITY personnel policy and MPD policy and procedures.
 2. The role of SRO to the MSD is twofold: (a) to function in the schools as a Law Enforcement Officer; and (b) to act as an information resource.
 3. The SRO will act as a liaison between MSD staff and MPD. It will be the duty of the SRO to help MSD staff with concerns or problems that might be law enforcement related. The SRO will do necessary research and involve appropriate personnel from MPD or the community to resolve concerns or problems brought up by MSD.
 4. With approval of the SRO's Division Commander and the district school principals, the SRO may attend the following functions in an on-duty, paid status:
 - a. PTA meetings;
 - b. Staff meetings;
 - c. Dances;
 - d. Sporting events;
 - e. Other school related events upon request by MSD or SRO.

SECTION 2: MODIFICATION AND ASSIGNABILITY OF CONTRACT

This MOU contains the entire agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This MOU may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. MSD and CITY shall not assign any right, duties or obligations under this

MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

SECTION 3: TERMINATION OF MOU

If MSD ceases payment for SRO, CITY may terminate this MOU in whole or in part at any time before the end of the three (3) year term. CITY will thereafter be entitled to receive payment for those services reasonably performed to the date of termination.

SECTION 4: ADHERENCE TO LAW REQUIRED

All applicable Federal, State, and Local statutes and regulations are hereby made a part of this MOU and shall be adhered to at all times. Violation of any of these statutes or regulations by CITY and/or MSD shall be deemed material and shall subject CITY and/or MSD to termination of this MOU.

SECTION 5: JURISDICTION AND VENUE

This MOU shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

SECTION 6: INDEMNIFICATION

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

SECTION 7: LEGAL FEES

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

SECTION 8: NOTICE

All communication or notification to be given pursuant to this MOU shall be given to the following:

MSD:
Greg Bailey, Superintendent
Moscow School District
650 North Cleveland Street
Moscow, Idaho 83843

CITY:
James Fry, Chief of Police
City of Moscow
206 East Third Street
Moscow, Idaho 83843

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

MSD:

CITY:

Greg Bailey, Superintendent

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Greg Bailey, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

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

EXHIBIT "A"

MOSCOW SCHOOL DISTRICT / CITY OF MOSCOW

**ESTIMATED SHARED COSTS FOR MPD SCHOOL RESOURCE OFFICER
(ESTIMATE)**

	<i>2021 Prior Year</i>	<i>2022 Year 1 (Step D)</i>	<i>2023 Year 2</i>	<i>2024 Year 3</i>
Wages*	53,539	69,650	71,749	73,891
Benefits**	32,025	30,178	31,083	32,016
Total	85,564	99,828	102,832	105,907
Moscow School District	42,782 (50%)	49,914 (50%)	51,416 (50%)	52,954 (50%)
Moscow Police Department	42,782 (50%)	49,914 (50%)	51,416 (50%)	52,954 (50%)

* Amount for Year 1 per the City of Moscow Step and Grade System Progression Chart. Amounts for Years 2-3, 3.0% estimated increase for COLA which varies depending upon the application of the Consumer Price Index issued by the United States Bureau of Labor Statistics. Actual adjustments vary annually.

** 3.0% estimated increase for benefits each year. Actual adjustments vary annually.

CITY COUNCIL STAFF REPORT

DATE: Monday, October 18, 2021



AGENDA ITEM TITLE

Comprehensive Mutual Aid Agreements for Fire Assistance – Brian Nickerson

RESPONSIBLE STAFF REVIEWED BY

Brian Nickerson

This was reviewed by the Public Works/Finance Committee on October 11, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

The City of Moscow benefits significantly from having mutual and automatic aid agreements with our fire and EMS partners in the quad counties. This type of agreement provides the opportunity to give and receive assistance in the event the need should arise from an emergency situation including both fire and EMS. This updated agreement also enhances the opportunity to possibly receive credit for Insurance Service Office (ISO) Rating system for fire classification for the city. This update provides the ability to create a Response Plan / Card system for response on an automatic basis with no need to special request mutual aid from our partners. The Moscow Fire Department would like to enter into this Mutual and Automatic Aid Agreement with the following agencies; Moscow Rural Fire District, City of Lewiston, City of Pullman, City of Clarkston, City of Asotin, Asotin County Fire District, Potlatch Corporation Rural Fire Protection District, City of Troy, Troy Rural Volunteer Fire Department, Deary Rural Fire District, City of Genesee, Genesee Rural Fire District, Genesee Community Firemen Inc., City of Julietta, City of Kendrick, Bovill Fire Protection District, City of Palouse, Whitman County Rural Fire District No. 4, Whitman County Fire District No. 12, Whitman County Fire District 14, The City of Colfax, J-K Ambulance, Bennett Lumber Products, and Clearwater Paper. All partners receive assistance as necessary to help our surrounding agencies. This was reviewed by the Public Works/Finance Committee on October 11, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the mutual and automatic aid agreement.

PROPOSED ACTIONS

ACTION: Approve the mutual and automatic aid agreement.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Mutual Aid Fire Agreement

**MUTUAL AND AUTOMATIC AID AGREEMENT
FOR FIRE SUPPRESSION AND OTHER EMERGENCIES**

THIS MUTUAL AND AUTOMATIC AID AGREEMENT FOR FIRE SUPPRESSION AND OTHER EMERGENCIES is made and entered into this ____ day of _____, 2021, between CITY OF MOSCOW, IDAHO, a municipal corporation of the State of Idaho, MOSCOW RURAL FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF LEWISTON, a municipal corporation of the State of Idaho; CITY OF PULLMAN, a municipal corporation of the State of Washington; CITY OF CLARKSTON, a municipal corporation of the State of Washington; CITY OF ASOTIN, a municipal corporation of the State of Washington; ASOTIN COUNTY FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Washington; POTLATCH CORPORATION RURAL FIRE PROTECTION DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF TROY, a municipal corporation of the State of Idaho; TROY RURAL VOLUNTEER FIRE DEPARTMENT, a fire district organized pursuant to the laws of the State of Idaho; DEARY RURAL FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF GENESEE, a municipal corporation of the State of Idaho; GENESEE RURAL FIRE DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; GENESEE COMMUNITY FIREMEN INC., and Idaho corporation; THE CITY OF JULIAETTA, a municipal corporation of the State of Idaho; THE CITY OF KENDRICK, a municipal corporation of the State of Idaho; BOVILL FIRE PROTECTION DISTRICT, a fire district organized pursuant to the laws of the State of Idaho; CITY OF PALOUSE, a municipal corporation of the State of Washington; WHITMAN COUNTY RURAL FIRE DISTRICT NO. 4, a fire district organized pursuant to the laws of the State of Washington; WHITMAN COUNTY FIRE DISTRICT NO. 12, a fire district organized pursuant to the laws of the State of Washington; WHITMAN COUNTY FIRE DISTRICT NO. 14, a fire district organized pursuant to the laws of Washington; THE CITY OF COLFAX, a municipal corporation of the State of Washington; J-K AMBULANCE, an ambulance district organized pursuant to the laws of the State of Idaho; BENNETT LUMBER PRODUCTS, an Idaho corporation; and CLEARWATER PAPER, an Idaho corporation; all being political subdivisions, governmental entities, or corporations of or within the State of Idaho and the State of Washington herein each individually referred to as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide fire control, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support (hereinafter “Services”); and

WHEREAS, each Party hereto owns and maintains equipment and retains personnel who are trained to provide various levels of such Services; and

WHEREAS, in the event of a major fire, disaster or other emergency (hereinafter “Emergency”), any Party may need the aid of one or more of the other Parties to this Agreement to provide supplemental Services in the form of either equipment and/or personnel; and

WHEREAS, Each of the Parties may have the necessary equipment and personnel available to enable it to provide such aid to one or more of the other Parties to this Agreement in the event of an Emergency; and

WHEREAS, the facilities of each of the Parties are located in such manner as to enable each one or more of the Parties to render aid to the other; and

WHEREAS, each of the Parties to this Agreement has determined that it is in the best interests of each of the Parties to set forth guidelines for providing mutual and automatic aid to each other in the case of an Emergency; and

WHEREAS, each Party has determined that such Services across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide the above Mutual and Automatic Aid between Parties, it is hereby agreed as follows:

SECTION 1: AUTHORIZATION

This Agreement is authorized under Idaho Code § 67-2326 and § 67-2339 and the Revised Code of Washington 39.34.030.

SECTION 2: AUTOMATIC AID

For all first alarm fires or above (working ECHO fires), Parties agree to provide Automatic Aid. Automatic Aid is assistance that is automatically dispatched by this agreement between all Parties for response within any two communities or fire districts to all first alarm fires or above. Automatic Aid is dispatched on the initial alarm as designated in the Parties response plan or card system and is available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

SECTION 3: PURPOSE

The stated purpose of this Agreement is for the Parties to provide Mutual and Automatic Aid to each other for the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire, disaster, or other emergency. This Agreement will permit the Parties to cooperate to their mutual advantage, utilizing personnel and equipment to provide mutual and automatic aid to the other Party for duties associated with fire control, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the case of an emergency where one of the Parties may need the aid of the other Party to provide such mutual or automatic aid. The duty of each Party under this Agreement is discretionary, but each Party agrees that it will provide such aid to the extent it determines that it has sufficient equipment and personnel to provide the requested aid. All Parties agree that it is not the purpose of this Agreement to provide the normal and usual fire control, fire prevention, medical services, hazardous materials control, and/or other support which it performs as a public or private organization. Each Party acknowledges that it has no right to demand of another Party that it provide any specific aid.

SECTION 4: PLANNING

The Commanding Officer or Incident Commander or their respective designee may develop operational plans for any aid under this Agreement. The plan may indicate the procedures to be followed in responding to a request for aid. The Commanding Officer or Incident Commander of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where aid may be needed. This Agreement may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The Parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either Party. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Agreement.

SECTION 5: REQUEST FOR AID

Whether it be by Mutual or Automatic Aid requested by the Commanding Officer or Incident Commander (also known as the Requesting Party) at the scene of an Emergency within the boundaries of that Party's geographic jurisdiction, the Requesting Party is authorized to request aid from one or more of the other Parties when confronted with an Emergency situation for which the Requesting Party has need of equipment or personnel in excess of that available within the Requesting Party's own jurisdiction.

When an Emergency involving the safety or welfare of person or property exists within the jurisdiction of any of the Parties and aid is needed or desired, the chief officer or the highest ranking official of that Party who is available at the time the aid is requested shall notify the other Party of such Emergency and the need for aid. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested aid, the equipment and the personnel requested, and the name of the official who is in charge of the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support at the place where aid is requested. Such aid shall be rendered according to the procedures of the Party requesting aid until such time as there is a plan developed by the Parties, after which each Party and its employees shall render aid in accordance to the plan.

SECTION 6: RESPONSE TO REQUEST

Only the Command Officer or designee of a Responding Party may determine whether or not to respond to a request for emergency aid under this Agreement, or in the absence of the Command Officer, a designee named by title of position held with the Responding Party. Upon receipt of a request, the Command Officer or designee of the Responding Party should immediately take the following actions:

- A. Determine if the Responding Party has the requested equipment and personnel available to respond to the Requesting Party and determine the type of the equipment and number of personnel available.
- B. Determine what available equipment and what available personnel should be dispatched in accordance with the response plans and procedures established by each Party.
- C. In the event the requested equipment and/or personnel are available, the Commanding Officer of the Responding Party shall dispatch such equipment and personnel to the scene of the emergency to the designated location with the proper operating instructions.

- D. In the event the requested equipment and/or personnel are not available, the Command Officer or designee of the Responding Party shall immediately advise the Requesting Party of such fact.

Personnel responding to a request for aid shall meet reasonable training or certification standards as required by each state's Certification Standards. If the Responding Party agrees to provide Mutual Aid or begins the process of Automatic Aid, it shall notify the Requesting Party of the equipment and personnel which will be engaged in such aid as well as the time it/they will be provided and the name of the person who will be in charge of providing the aid. If the amount of aid varies after the initial request for aid is made, the Responding Party shall amend the notification so that the Requesting Party will know what aid was dispatched.

SECTION 7: COMMAND RESPONSIBILITY AT SCENE

The Requesting Party shall have on-site command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the Responding Party's officer in charge. If the Requesting Party specifically requests a senior officer of the Responding Party to assume command, the Requesting Party shall not, by relinquishing command, be relieved of responsibility for the operation. The Requesting Party shall always keep the Responding Party advised as to the person who is exercising command and direction. When requested by the Requesting Party or Responding Party, the senior ranking member of the Responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the Requesting Party.

A Requesting Party shall have and exercise general control in directing the Responding Party to locations as required, however, the officer in charge or specialized unit commander of the Responding Party shall be responsible for exercising control over its personnel in response to the general directions of the Requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The Responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy and initiate action. The Responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the aid is no longer needed, the Requesting Party shall release the Responding Party's apparatus and direct that all equipment and personnel are returned to the Responding Party's facilities. Personnel who participate in aid shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 8: DURATION OF AID

The initial duration of a request for aid is anticipated to be one (1) day but may be extended, if necessary. The duration of the response depends upon the complexity of the event.

SECTION 9: COMMUNICATIONS

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting

Party. Responding Party personnel should be prepared to furnish communication equipment sufficient to maintain communications between its respective operating units.

SECTION 10: NATIONAL INCIDENT REQUIREMENTS

The Requesting Party shall complete the National Fire Incident Report and will forward Responding Party a copy of this report detailing the incident. Each of the Parties recognizes and agrees to follow all applicable National Incident Management System (NIMS) and Incident Command System (ICS) guidelines and protocols when responding to an incident.

SECTION 11: GENERAL RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Agreement is voluntary.
- B. Participation of Parties in activities and operations governed by this Agreement does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Agreement does not create a partnership between any of the Parties.
- D. Direction and control over any Emergency response covered by this Agreement shall be the responsibility of the Party in whose jurisdiction the Emergency occurs.
- E. The Parties, during the performance of this Agreement, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of Emergency response on a timely and accurate basis. Records kept in regard to Services shall be kept by the Party with jurisdiction over the Emergency. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the Emergency occurred, except of that particular jurisdiction's own report.
- G. Parties shall cooperate with the prosecution of any cases filed as a result of the aid provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
- H. Press releases concerning Emergency responses conducted by Parties under this Agreement shall be made by the Party with jurisdiction over the Emergency. Prior to the release of any information, the Party with jurisdiction should consult with the other Party or Parties involved in providing aid.
- I. Personnel of the Parties shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged misconduct shall be reported to the appropriate Commanding Officer or Incident Commander in accordance with the respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused personnel's supervisor.
- J. When the aid requested is no longer required, the Requesting Party shall notify the Responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
- K. Each Party agrees to maintain adequate insurance coverage for its own equipment and personnel.

SECTION 12: FINANCING

There shall be no joint financing of activities under this Agreement except by written amendment to this Agreement regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Agreement. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide Mutual or Automatic Aid under this Agreement for another Party. The Parties shall be individually responsible for all costs associated with aid provided under this Agreement and shall make no claim against the other Party for reimbursement of expenses incurred.

SECTION 13: COMPENSATION

Each Party agrees that it will not seek compensation from the other Party for services rendered under this Agreement unless certain exceptions apply. Each Party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation for its personnel. Each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that Party. However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other Party for the actual cost of such chemicals. In the event the incident evolves into a State Mobilization funded by the State of Idaho, the Requesting Party will assist the Responding Party in obtaining reimbursement from the State.

SECTION 14: LIABILITY

- A. No Liability for Responding Agency. Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) providing or refusing to provide Mutual or Automatic Aid under this Agreement.
- B. Mutual Releases. Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Agreement or providing Mutual or Automatic Aid hereunder.
- C. Liability to Other Parties. Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, the Requesting Party or any other Party shall not be obligated to pay the Responding Party or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual or Automatic Aid. This provision shall not apply to the extent this provision would void applicable property insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of property Insurance as opposed to seeking reimbursement from the other Party.
- D. Liability to Third Parties. The term "third party" means any person, firm or entity other than the Parties to this Agreement and the Parties' officers, officials, employees, volunteers and or agents. With regard to the Mutual or Automatic Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of the Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers, and/or agents.
- E. Survival. The provisions of this Section shall survive the expiration or termination of this agreement.

SECTION 15: IMPLEMENTATION, DURATION, AND TERMINATION OF AGREEMENT

- A. Implementation. This Agreement shall not be effective as to each Party until it is approved by the Party's authorized representative and has received a positive opinion letter from the Idaho Attorney General's office pursuant to Idaho Code Section 67-2329.
- B. Duration. This Agreement shall remain in full force and effect for five (5) years from its effective date, unless terminated prior to that in the manner set forth below. After five (5) years, this Agreement will remain in effect on a year-to-year basis, or until any of the Parties terminates themselves from the Agreement by providing not less than thirty (30) days written notice.
- C. Termination. Any of the Parties may terminate their participation in this agreement prior to the expiration as follows:
 - 1) Any Party desiring to withdraw from this Agreement shall serve written notice upon the other Parties of its intention to terminate with the Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in that written notice. The written notice shall automatically withdraw that Party from this Agreement on the date specified therein unless rescinded in writing prior to that date.
 - 2) Termination within any Party from this agreement shall not preclude future Mutual or Automatic Aid agreements between any of the Parties.

SECTION 16: INTERGOVERNMENTAL COOPERATION ACT PROVISIONS

- A. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligations allowed under the Act.
- B. Administration. Unless the Parties otherwise agree, there shall be no lead Party responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
- C. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either Party to enable it to perform the services required under this Agreement shall remain the property of that Party.

SECTION 17: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental and private entities subject to public entity statutory and constitutional restrictions concerning the acceptance of liability. Idaho public entity liability is further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers, employees and volunteers acting within the course and scope of their duties. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Agreement in accordance with Idaho Code §67-2337(6) and 31-1430.
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Agreement to any other person or entity, governmental or otherwise, without the prior written approval of the other Parties.
- C. Interpretation. As a further condition of this Agreement, Parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and

it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.

- D. Jurisdiction and Venue. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In 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.
- E. Binding Authority. The Parties each represent and warrant to the other that this Agreement (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.
- F. Complete Agreement. This Agreement constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
- G. Severability. If any part of this Agreement is held unenforceable, the remaining portions of this Agreement will nevertheless remain in full force and effect.
- H. Document Control. A duplicate original of this Agreement shall be filed at the administrative offices of each Party.
- I. Benefits. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

IN WITNESS WHEREOF, Parties, by and through their respective officials designated below, have caused this Agreement to be executed on the day and year first above written.

CITY OF MOSCOW

Bill Lambert, Mayor

Attest: _____
Laurie Hopkins, City Clerk

MOSCOW RURAL FIRE DISTRICT

Chair, Board of Commissioners

Attest: _____
Secretary, Board of Commissioners

CITY OF LEWISTON

Mayor

Attest: _____
City Clerk

CITY OF PULLMAN

Mayor

Attest: _____
City Clerk

CITY OF CLARKSTON

Mayor

Attest: _____
City Clerk

CITY OF ASOTIN

Mayor

Attest: _____
City Clerk

ASOTIN COUNTY FIRE DISTRICT

Commissioner

Attest: _____
Secretary

POTLATCH CORPORATION RURAL FIRE PROTECTION DISTRICT

Attest: _____

CITY OF TROY

Mayor

Attest: _____
City Clerk

TROY RURAL VOLUNTEER FIRE DEPARTMENT

Commissioner

Attest: _____
Secretary

DEARY RURAL FIRE DISTRICT

Commissioner

Attest: _____
Secretary

CITY OF GENESEE

Mayor

Attest: _____
City Clerk

GENESEE RURAL FIRE DISTRICT

Commissioner

Attest: _____
Secretary

GENESEE COMMUNITY FIREMEN INC

Commissioner

Attest: _____
Secretary

THE CITY OF JULIAETTA

Mayor

Attest: _____
City Clerk

THE CITY OF KENDRICK

Mayor

Attest: _____
City Clerk

BOVILL FIRE PROTECTION DISTRICT

Commissioner

Attest: _____
Secretary

CITY OF PALOUSE

Mayor

Attest: _____
City Clerk

WHITMAN COUNTY RURAL FIRE DISTRICT NO. 4

Commissioner

Attest: _____
Secretary

WHITMAN COUNTY FIRE DISTRICT NO. 12

Commissioner

Attest: _____
Secretary

WHITMAN COUNTY FIRE DISTRICT NO. 14

Commissioner

Attest: _____
Secretary

THE CITY OF COLFAX

Mayor

Attest: _____
City Clerk

J-K AMBULANCE

Commissioner

Attest: _____
Secretary

BENNETT LUMBER PRODUCTS

Commissioner

Attest: _____
Secretary

CLEARWATER PAPER

Commissioner

Attest: _____
Secretary

CITY COUNCIL STAFF REPORT

DATE: Monday, October 18, 2021



AGENDA ITEM TITLE

Final Decision for Appeal of Conditional Use Permit at 1400 E Seventh Street (ACTION ITEM) - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On February 19, 2021, PI Tower Development LLC applied for a Conditional Use Permit (CUP) to construct an 80-foot-tall Wireless Communication Facility (WCF) that would resemble a church tower, located at 1400 E Seventh Street. The Board of Adjustment conducted a public hearing for the proposed CUP on March 29, 2021, and subsequently voted to deny the application. On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wish to appeal the Board of Adjustment's decision to City Council.

On May 3, 2021, Council heard the appeal and remanded the matter back to the Board of Adjustment with the instruction to develop additional material information. Specifically, to determine whether the horizontal footprint and width of the proposed Wireless Communication Facility can be reduced in order to be less intrusive to the neighborhood and surrounding land uses and ultimately satisfy Criterion #2. The Board of Adjustment conducted a public hearing to consider the Council's instructions and accept additional information on August 24, 2021, and subsequently voted to deny the application. On September 8, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they would like to appeal the Board of Adjustment's August 24, 2021, decision to deny the application to City Council.

On October 4, 2021, Council heard the appeal and reversed the decision by the Zoning Board of Adjustment to deny the application for a Conditional Use Permit for a Wireless Communication Facility and approved the three-legged tower design (Design Alternative 2) with the condition that the applicant remove all religious insignias from the design of the structure. City Council then directed staff to prepare a written decision based on the Council's action.

STAFF RECOMMENDATION

Approve the proposed written decision.

PROPOSED ACTIONS

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

FISCAL IMPACT

No fiscal impact.

PERSONNEL IMPACT

ATTACHMENTS

1. Council Written Decision -1400 E Seventh Street - 10-04-21_final

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

WRITTEN DECISION OF THE MOSCOW CITY COUNCIL REGARDING AN APPEAL OF THE DENIAL OF A CONDITIONAL USE PERMIT BY THE MOSCOW ZONING BOARD OF ADJUSTMENT FOR A DECISION REGARDING A CONDITIONAL USE PERMIT APPLICATION TO CONSTRUCT AN 80-FOOT-TALL WIRELESS COMMUNICATION FACILITY (WCF) LOCATED AT 1400 EAST SEVENTH STREET IN THE CITY OF MOSCOW, IDAHO WITHIN THE NEIGHBORHOOD BUSINESS (NB) ZONING DISTRICT PER MOSCOW CITY CODE 4-3-4.

WHEREAS, PI Tower Development, the applicant, filed an application for a Conditional Use Permit (LUP2021-0004) to construct an 80-foot-tall Wireless Communication Facility (WCF) on February 19, 2021; and

WHEREAS, the Moscow Board of Adjustment conducted a duly noticed public hearing upon the subject Conditional Use Permit application on March 29, 2021; and

WHEREAS, having considered the matter including all materials presented and testimony received, the Moscow Zoning Board of Adjustment denied the proposed Conditional Use Permit, based on Criterion #2, finding the WCF was not consistent with the existing character of the uses within the surrounding neighborhood and instructed Staff to prepare the Reasoned Statement of Relevant Criteria for the Board's review and approval; and

WHEREAS, on April 7, 2021, the Moscow Zoning Board of Adjustment met and approved the Reasoned Statement of Relevant Criteria and Standards establishing the Board's written decision upon the request and serving as the Board's final action upon the matter; and

WHEREAS, on April 16, 2021, Wireless Policy Group, filed a timely appeal to the decision of the Moscow Zoning Board of Adjustment in accordance with the requirements of Moscow City Code Section 4-8-5; and

WHEREAS, the Moscow City Council considered the appeal during a public meeting conducted on May 3, 2021; and

WHEREAS, the Moscow City Council reviewed the record established by the Board of Adjustment, did not consider any new or additional evidence, and heard appellant's argument on the appeal; and

WHEREAS, having considered the record established by the Board of Adjustment, and having considered the issues presented by the appellant and the applicant, the Council decided to remand the matter in part to the Zoning Board of Adjustment with instructions to develop additional material information. Specifically, to determine whether the horizontal footprint and width of the proposed WCF can be reduced in order to be less intrusive to the neighborhood and surrounding land uses and ultimately satisfy Criterion #2; and

WHEREAS, the remanded matter came before the Moscow Board of Adjustment during a duly noticed public hearing on August 24, 2021; and

WHEREAS, the Board of Adjustment considered the Council’s remand instructions, received additional public testimony, and received additional information from the applicant who presented the following three alternative designs:

- A. Design Alternative 1: The current tower, as designed, with additional architectural features such as cut outs or windows sized forty (40) feet tall from the ground, to reduce the visual bulk of the structure.
- B. Design Alternative 2: Three-legged tower design, that reduces the actual bulk of the support structure by 1280 square feet.
- C. Design Alternative 3: A standard monopole design. The diameter of the proposed platform would be consistent with the original design. However, the pole would be much smaller in diameter (22 inches at the top, tapering to approximately 35 inches at the bottom) with all the antennas exposed and viewable to the public; and

WHEREAS, having considered the matter including all new information and testimony received, the Moscow Zoning Board of Adjustment denied the proposed Conditional Use Permit, based on Criterion #2, finding the WCF was not consistent with the existing character of the uses within the surrounding neighborhood. Additionally, the Board found that the cell tower looked out of place and would not be in harmony with land uses surrounding the subject property, including the Nazarene Church and instructed Staff to prepare the Reasoned Statement of Relevant Criteria for the Board’s review and approval; and

WHEREAS, on August 30, 2021, the Moscow Zoning Board of Adjustment met and approved the Reasoned Statement of Relevant Criteria and Standards establishing the Board’s written decision upon the request and serving as the Board’s final action upon the matter; and

WHEREAS, on September 8, 2021, Wireless Policy Group, filed a timely appeal of the decision of the Moscow Zoning Board of Adjustment in accordance with the requirements of Moscow City Code Section 4-8-5; and

WHEREAS, the Moscow City Council considered the appeal during a public meeting conducted on October 4, 2021; and

WHEREAS, the Moscow City Council reviewed the record established by the Board of Adjustment, did not consider any new or additional evidence, and heard appellant’s argument on the appeal; and

WHEREAS, having considered the record established by the Board of Adjustment, and having considered the issues presented by the appellant and the applicant including the three alternate designs, the Council reversed the decision of the Zoning Board of Adjustment and approved alternate tower design number two with the condition that all religious insignias be removed from the structure’s design.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION OF THE RECORD ESTABLISHED BY THE MOSCOW ZONING BOARD OF ADJUSTMENT AND HAVING CONSIDERED THE ISSUES PRESENTED BY THE APPELLANT AND THE APPLICANT, HEREBY CONCLUDES:

DECISION

The Moscow City Council hereby **REVERSES** the decision of the Zoning Board of Adjustment to deny the application for a Conditional Use Permit for a Wireless Communication Facility located at 1400 East 7th Street, Moscow, Idaho, finds the additional new material information presented on remand does now meet Criterion #2 of the Relevant Criteria and Standards, which is that the character of the proposed use will be in harmony with the neighborhood and surrounding land uses, and approves the three-legged tower design (Design Alternative 2) with the following condition:

1. The applicant shall remove all religious insignias from the design of the structure.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW THE ___ DAY OF _____, 2021.

Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of the Council decision passed at a regular meeting of the City Council, City of Moscow, held on October 4, 2021.

ATTEST:

Laurie Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, October 18, 2021



AGENDA ITEM TITLE

Public Hearing: Southgate 3rd Addition Proposed Rezone (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Mike Salisbury, is proposing a rezone for a 7.56-acre property within Phase III of Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street. The zoning of the subject property is currently a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) and the proposal is to rezone the entire property to the Medium Density Residential (R-3) Zone. The Planning and Zoning Commission conducted a public hearing on August 11, 2021 and recommended approval of the rezone request with one condition.

STAFF RECOMMENDATION

Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. Rezone Packet
4. P&Z RCS
5. P&Z Minutes
6. Ordinance 2021 - Salisbury Rezone_final

COMMUNITY PLANNING AND DESIGN DEPARTMENT STAFF REPORT

HEARING DATE: October 18, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for a Rezone of a 7.56-Acre Area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0026

Attachments:

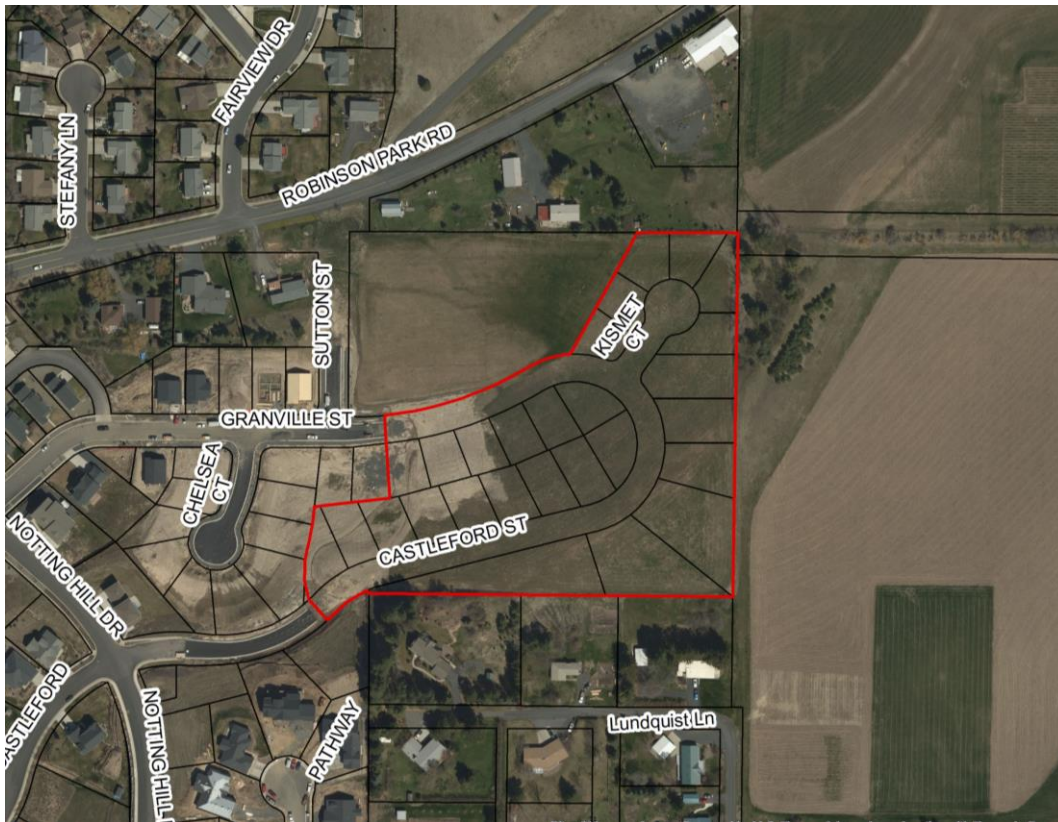
1. Notice of Public Hearing
2. Application for Rezone
3. Rezone Exhibit
4. Legal Descriptions
5. Neighborhood Meeting Materials

Prepared by: Mike Ray, AICP – Planning Manager

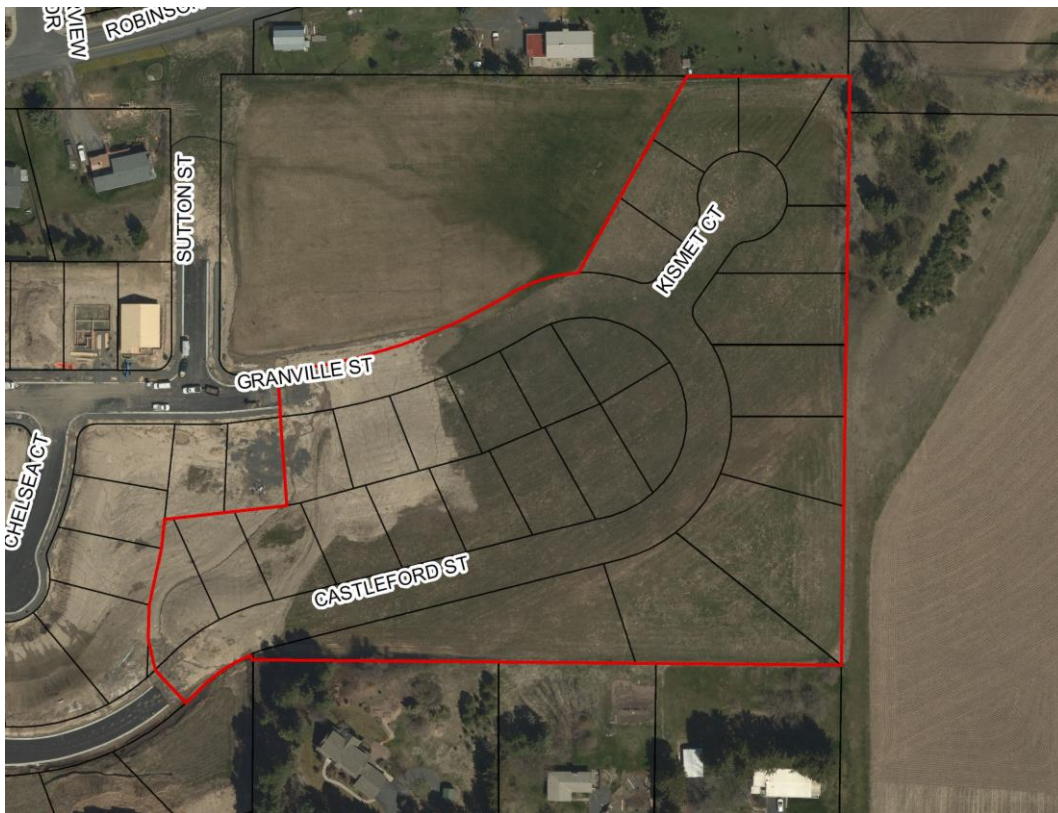
STAFF REVIEW

Proposal: The applicant, Mike Salisbury, is proposing a rezone for a 7.56-acre property within Phase III of Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street. The zoning of the subject property is currently a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) and the proposal is to rezone the entire property to the Medium Density Residential (R-3) Zone.

Site and Area Land Use: The subject property is a 7.56-acre parcel that currently vacant is platted as Phase III of Southgate 3rd Addition. The subject property is surrounded by University of Idaho's Parker Farm to the east, prior Southgate Additions to the west, Milton Arthur Park and residential properties to the north, and residential properties within the Area of City Impact to the south.



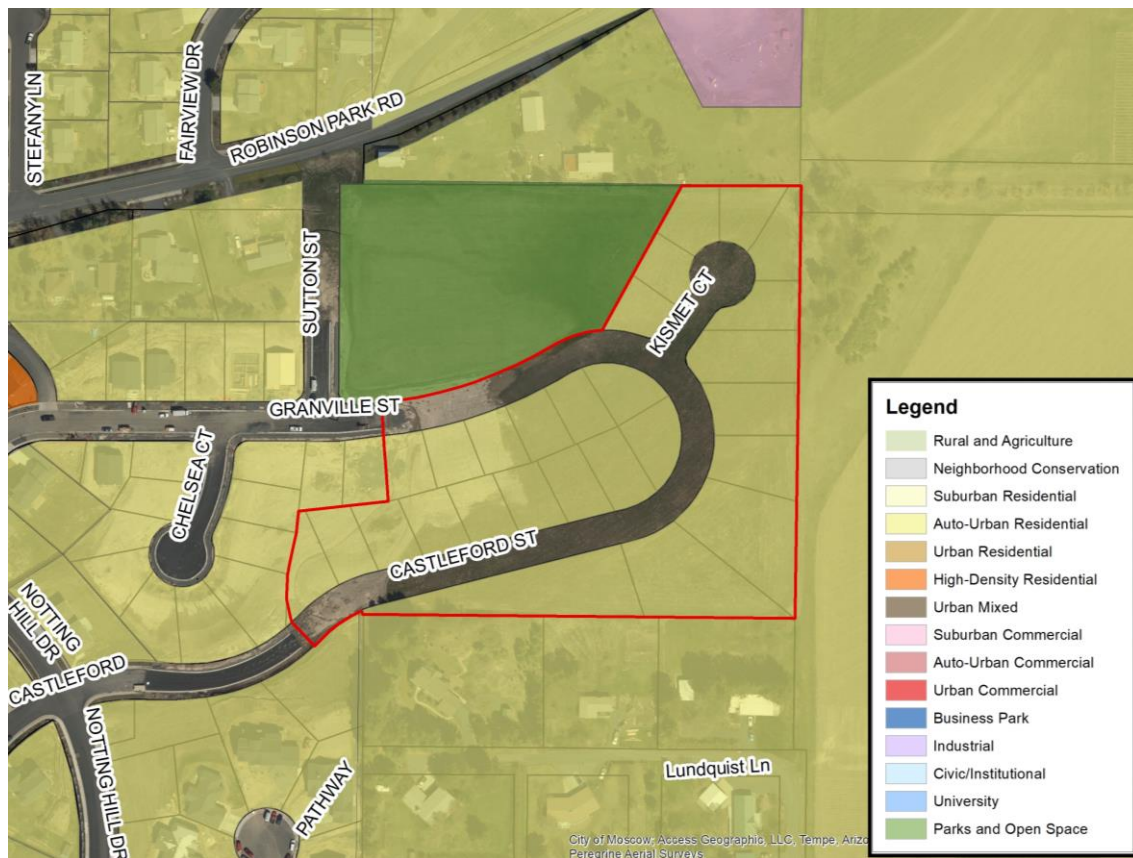
Vicinity Map



Aerial of Subject Property

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

“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”



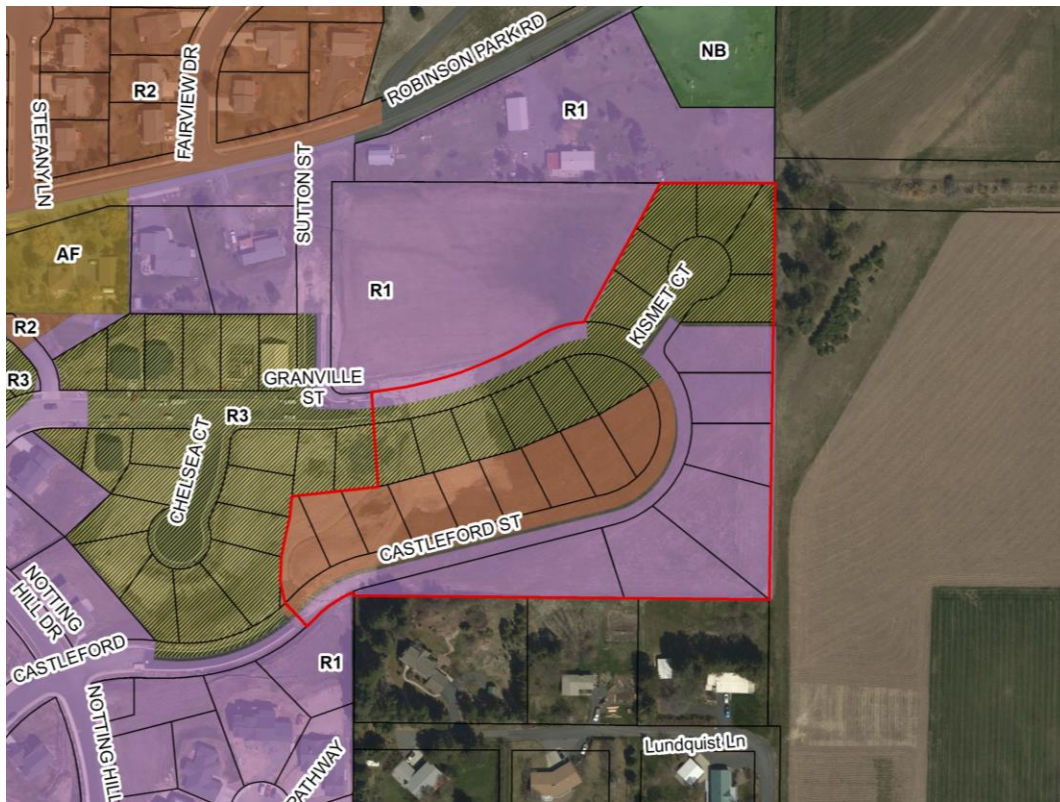
Current Comprehensive Plan Land Use Designations

Zoning: The subject property is currently zoned a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3). The proposal is to rezone the entire property to the Medium Density Residential (R-3) Zone.

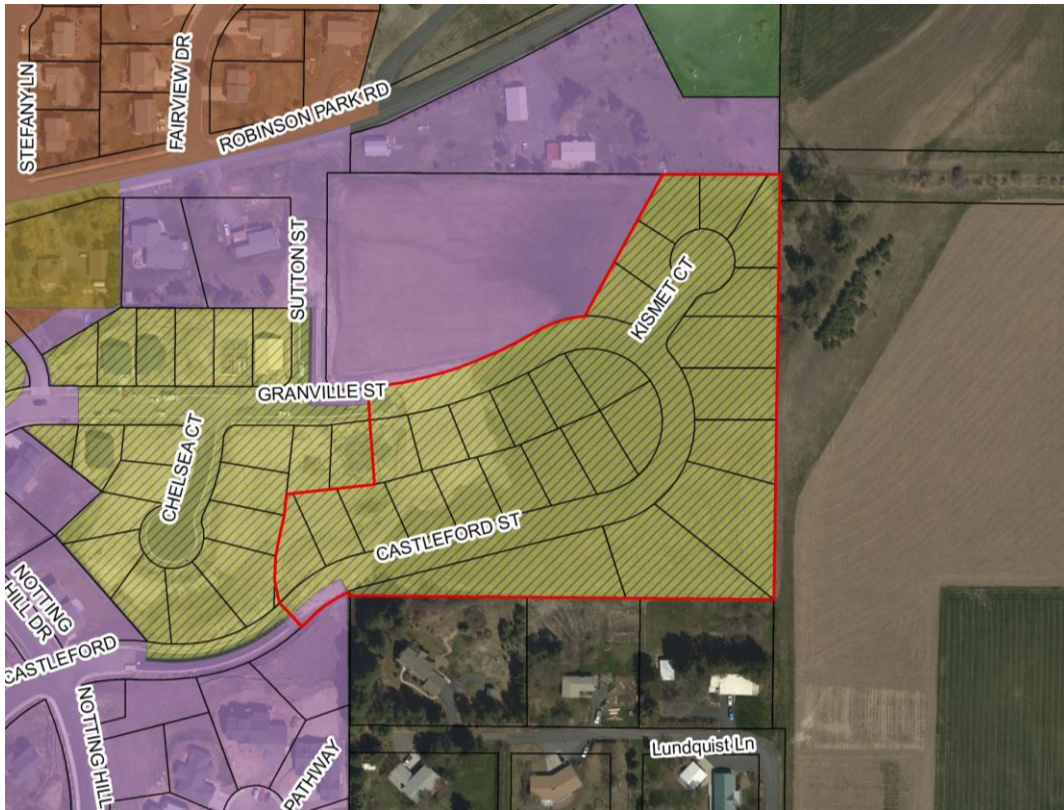
The Medium Density Residential (R-3) Zoning District provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.

Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.

As part of the original Southgate 3rd Addition rezone that occurred in 2008, there was a condition that was placed upon the current R-3 designation by Ordinance 2008-04. The condition was that the R-3 Zoning District be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 on Southgate 3rd Addition Plat. Those three lots are located within Chelsea Court which is within Phase II of the development.



Existing Zoning



Proposed Zoning

Access, Streets, Traffic: The subject property has access via Granville Street and Castleford Street, which are currently platted to be extended to the east. Granville and Castleford Streets are both currently designated as local neighborhood streets which are developed to the 28-foot-wide street section with curb, gutter, and sidewalks on both sides of the street and on-street parking on one side of the street. The applicant has submitted a re-plat of the subject property that coincides with proposed rezone request.

Utilities: Water, sanitary sewer, and storm sewer mains are extended to the property within Granville Street and Castleford Street.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on April 9, 2021 to discuss the proposal. All neighborhood meeting materials are attached to your packet.

RECOMMENDATIONS:

1. Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for a Rezone, Replat, and Planned Unit Development (PUD) for a 7.56-Acre Area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow as shown on the Vicinity Map Below.

Permit Applications LUP2021-0026, LUP2021-0027, LUP2021-0028, and LUP2021-0029

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

1. Rezoning of the subject property from the current combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) Zone.
2. Proposed Preliminary Subdivision Plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision.
3. Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision.

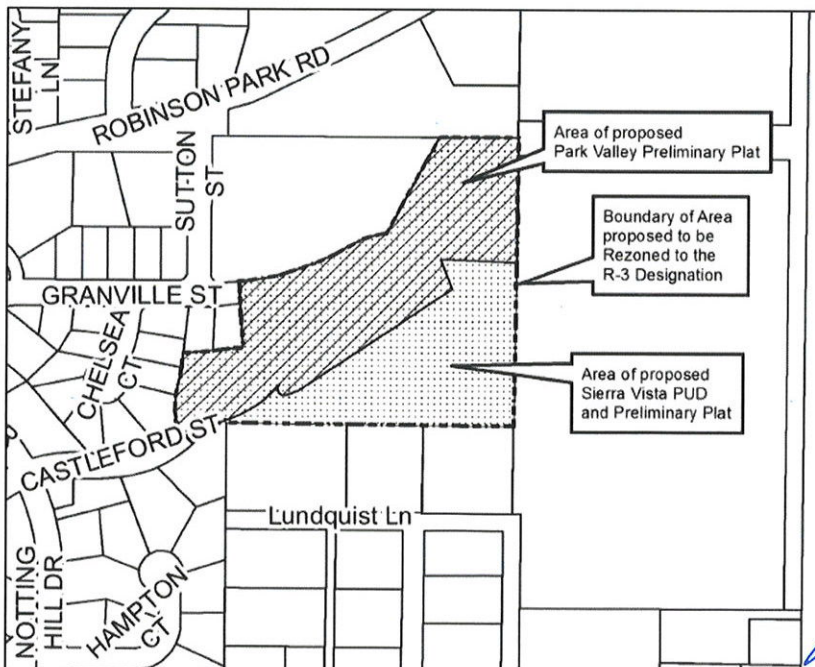
The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Rezone, PUD, and Preliminary Plats on August 11, 2021 and recommended approval with five (5) conditions.

MEETING DATE: Monday, October 18, 2021

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 the 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 Planning & Design Department located in the Paul Mann Building, 221 East Second 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. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk

Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, October 2, 2021



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$895	
Receipt Number			

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Mike Salisbury Telephone: 208-301-2370
2315 Shelby Lane Moscow ID 83843
 (Home address)

Relationship to affected property (please check one):

Owner Purchaser Lessee Other (explain below)

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

Name: Jemca LLC Telephone: 208-301-2370
2315 Shelby Lane Moscow ID 83843
 (Home address)

3. Location of Affected Property: A portion of Southgate 3rd Addition

Legal Description: Southgate 3rd Addition 2 & 3 20-28 & 7-12
 (Subdivision) (Block) (Lot)

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

INFORMATION ON REQUESTED REZONE

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

From: R1 & R2 to: R3
 (Current zoning) (Proposed zoning)

5. Reason: Applicant requests a rezone for the following reason(s): Eliminate fragmented zoning in that area.

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

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

The rezone is consistent with continuity of the neighborhood while offering some vareity of housing

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

The proposed rezone creates more uniformity for the neighborhood.

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

The neighborhood is single family residential and the propsoed rezone is for single family residential.

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

No additional services are required due to the proposed zone change. Residential to residential

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

Proposing size type and desntiy of the development are similar to the existing plat. The proposed plats reconfigure the lots for construction savings and efficiencies.

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

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

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

The following materials must be included with this application:

1. Application fee.
2. If a legal description of the affected property is given by Metes and Bounds, a separate sheet containing that description.

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



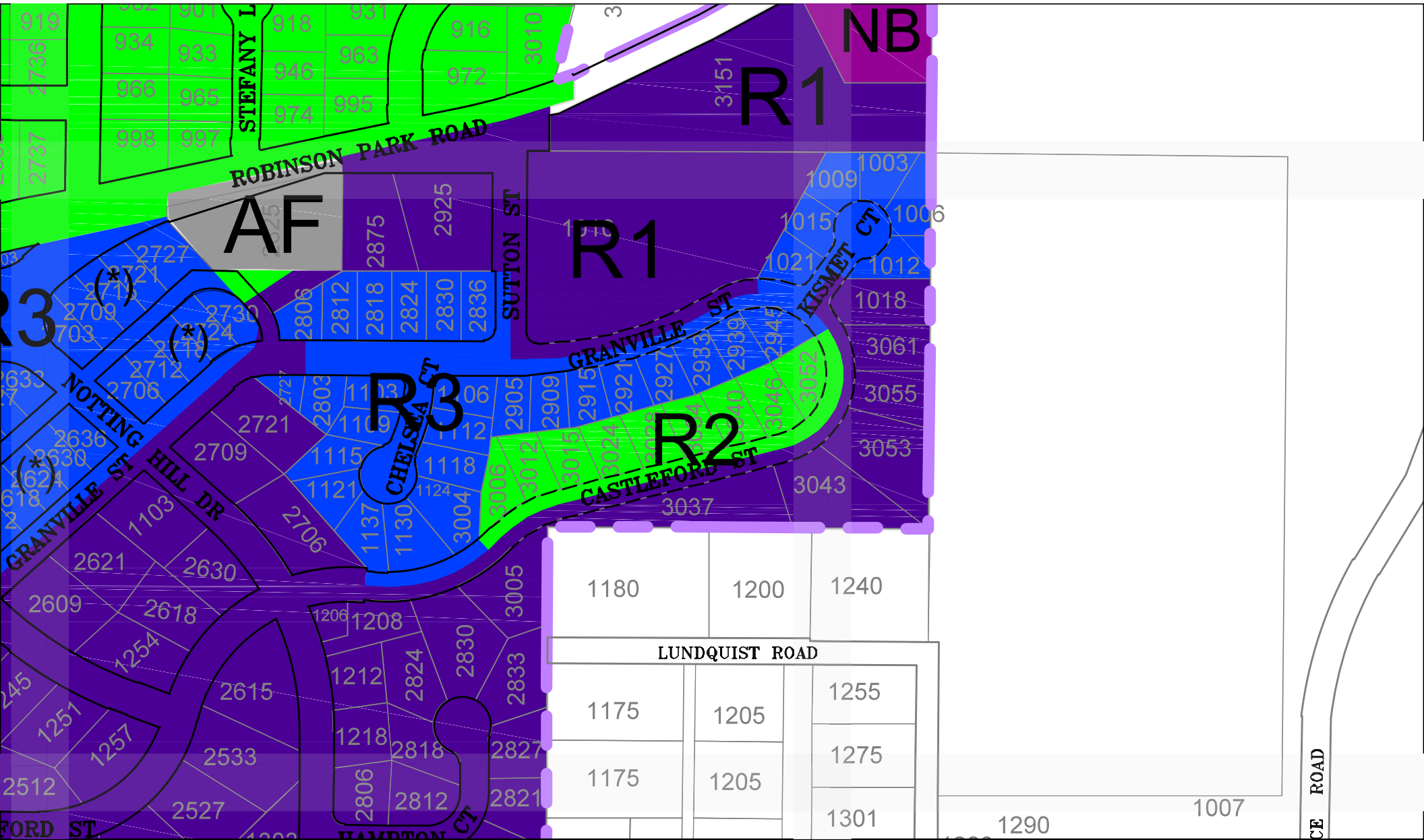
 Applicant's Signature

 June 16, 2021
 Date



 Property Owner's Signature

 June 16, 2021
 Date



June 7, 2021

Legal Description by Hodge & Associates For Area to be Zoned R3

Re-Plats of Portions of Blocks 2 & 3 of Southgate 3rd Addition to the City of Moscow

A parcel of land located in portions of Blocks 2 & 3 of Southgate 3rd Addition to the City of Moscow, Instrument #540165, Latah County Records, portions of which are in Lot 18 of the Plat of Section 16, Book 2 of Plats, Page 36, Latah County Records, in the Northwest Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 16 and the northeast corner of Southgate 3rd Addition;

Thence along the common east line thereof, S00°26'43"W, 40.00 feet to the northeast corner of Lot 18 of the Plat of Section 16;

Thence continuing along said common east line and along the east line of said Lot 18, S00°26'43"W, 612.02 feet to the southeast corner of Southgate 3rd Addition and the southeast corner of said Lot 18;

Thence along the south line of Southgate 3rd Addition and the south line of said Lot 18, N89°42'30"W, 659.57 feet to the southwest corner of Southgate 3rd Addition and the southwest corner of said Lot 18;

Thence N20°04'48"W, 5.49 feet;

Thence 73.71 feet along a non-tangent curve to the left, said curve having a Delta = 24°07'54", Radius = 175.00 feet, Chord = 73.16 feet and a Chord Bearing = S55°15'25"W;

Thence 16.72 feet along a curve to the right, said curve having a Delta = 3°14'53", Radius = 295.00 feet, Chord = 16.72 feet and a Chord Bearing = S44°48'54"W to a point on the south right-of-way line of Castleford Street;

Thence N43°33'39"W, 50.00 feet to a point on the north right-of-way line thereof;

Thence leaving said north right-of-way line, N14°01'48"W, 35.60 feet to a point on the east line of Lot 8, Block 2 of Southgate 3rd Addition;

Thence along said east line N02°13'00"E, 37.50 feet to the southeast corner of Lot 9, Block 2 of Southgate 3rd Addition;

Thence along the east line thereof, N11°37'04"E, 64.42 feet to the southeast corner of Lot 10, Block 2 of Southgate 3rd Addition;

Thence along the east line thereof, N06°14'06"E, 32.50 feet to the southwest corner of Lot 12, Block 2 of Southgate 3rd Addition;

Thence along the south line thereof and the south line of Lot 13, Block 2 of Southgate 3rd Addition, N83°35'26"E, 136.92 feet to the southeast corner thereof;

Thence along the east line thereof, N04°00'33"W, 99.35 feet to a point on the south right-of-way line of Granville Street;

Thence N04°00'33"W, 50.03 feet to a point on the north right-of-way line thereof and the south line of Arthur Milton Park, shown as Parcel A on the Plat of Southgate 3rd Addition;

Thence along said south line the following two courses:

Thence leaving said north right-of-way line, 276.43 feet along a non-tangent curve to the left, said curve having a Delta = 25°20'30", Radius = 625.00 feet, Chord = 274.19 feet and a Chord Bearing = N71°25'39"E;

Thence 80.54 feet along a curve to the right, said curve having a Delta = 28°26'48",

Radius = 162.22 feet, Chord = 79.72 feet and a Chord Bearing = N72°58'48"E to the southeast corner of said Parcel A;

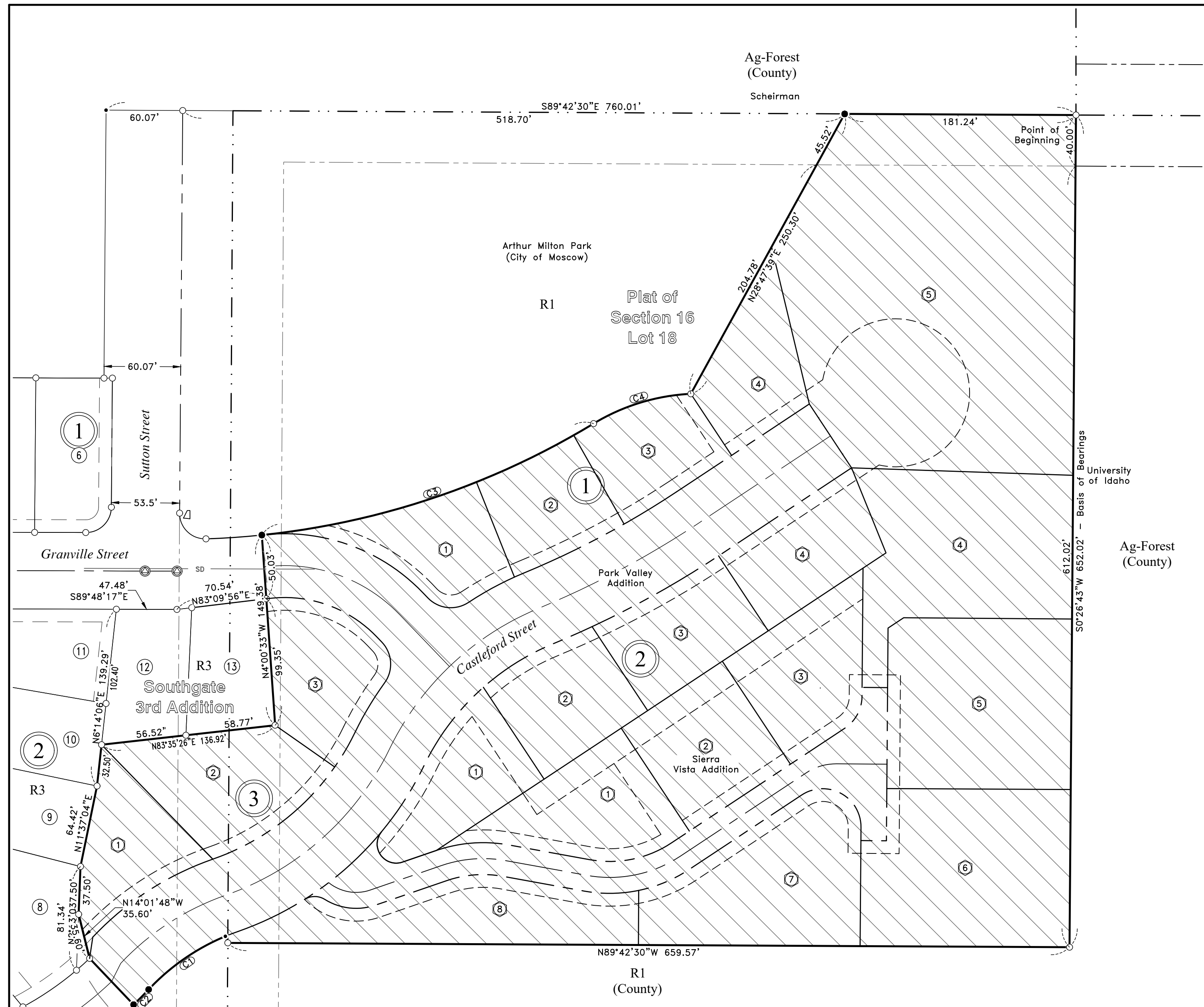
Thence along the east line thereof, N28°47'39"E, 204.78 feet to a point on the north line of Lot 18 of the Plat of Section 16;

Thence continuing along said east line, N28°47'39"E, 45.52 feet to the north line of the Northwest Quarter of the Northeast Quarter of Section 16 and the north line of Southgate 3rd Addition;

Thence along said common north line, S89°42'30"E, 181.24 feet to the **Point of Beginning**.

Parcel contains 7.57 acres more or less.

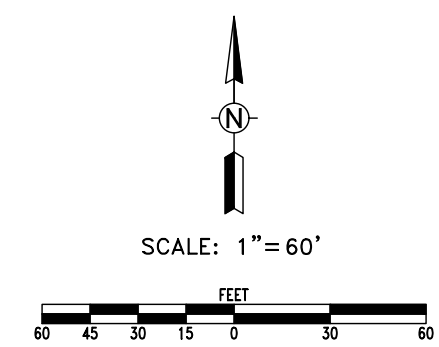
DRAFT



Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	73.71'	24°07'54"	175.00'	73.16'	S55°15'25"W
C2	16.72'	3°14'53"	295.00'	16.72'	S44°48'54"W
C3	276.43'	25°20'30"	625.00'	274.19'	N71°25'39"E
C4	80.54'	28°26'48"	162.22'	79.72'	N72°58'48"E

Legend

- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found 5/8" Diameter Rebar
- Calculated Position
- ① Block Number
- ① Lot Number
- ▨ Boundary of Area to be Zoned R3
- Lot Line
- - - Section/Section Subdivision Line
- - - Right-of-Way Line
- - - Centerline
- - - Right-of-Way
- - - Easement



P.O. Box 8728
405 S. Washington Street
Latah County, ID 83845
(208) 882-3526

RIM ROCK CONSULTING, INC.
Land Surveying
Site Mapping

PRELIMINARY
PROFESSIONAL LAND SURVEYOR
NOT FOR RECORDING
17534

Rezone Exhibit Drawing For:
Southgate 3rd Addition Replats
Latah County, Idaho

Drafted by:	SW
Checked by:	JSH
File Name:	4235 rezone.dwg
Tab:	Layout
Plot Style:	Primary.ctb
Project:	4373-03-21
Date:	7/26/21

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Replat a portion of Southgate 3rd Addition

WHEN: Friday April 9th @ 4:00 pm

WHERE: End of Granville St (East of 2724 Granville St)

WHAT: You are invited to a neighborhood meeting regarding a Planned Development for the proposed Southgate Addition. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through April 9, 2021. All questions and comments will be recorded and submitted to the City as part of the subdivision request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Sincerely,

Scott Becker
Project Manager
Hodge and Associates, Inc.

Meeting Attendance Sheet

Project Name: Partial Replat Southgate 3rd Addition
 Project Number: 4373
 Meeting Type: Neighborhood Meeting
 Meeting Location: Granville Street, Moscow, ID
 Meeting Time: April 9, 2021, 4:00 PM

Name	Contact Information
Marty Staley	2830 Granville 208 - MartyStaley@gmail.com 661-9914
Marie Naar	reknar@grnvill.com 2836 Granville
Shawna Berlin	Simply.Shawna.marie@gmail.com 2803 Granville St.
Zena Hartung	2809 Hampton Ct. Moscow 360-951-5445 zhartung@gmail.com
CARL DEWING	2824 HAMPTON CT MOSCOW 541 604 0306
Blaine & Shelley Eckles	2833 Hampton Ct. 208-841-8393
Barbara Warnick	1180 Lundquist Lane 509-330-1567
Jin & Kay H. Ho	2815 Hampton Ct
Kim Salisbury	2315 Shelby Ln Moscow
Kelly Riley	2721 Granville Moscow 208 882-2108
Terry Schierman	3151 Robinson PK Rd

Partial Replat Southgate 3rd Addition

Neighborhood Meeting Minutes

Friday, April 9, 2021; 4:00pm

Presenter: Nuri Nimmer, PE; Hodge & Associates, Inc

Meeting Location: Granville Street, Southgate 3rd Addition, Moscow, ID

Meeting Purpose

Provide a project summary for the proposed Partial Replat of Southgate 3rd Addition followed by a question and answer session.

Meeting

The meeting was called to order at 4:00pm.

Nuri Nimmer opened the meeting and described the project scope and related City standards for said work.

Upon completion Nuri addressed the neighbor's questions.

Q: Will this project include connecting Sutton Street to Robinson Park Road?

A: No, this connection will be made at a later time.

Q: Will the Milton Arthur Park be affected in any way by the replat?

A: No, the existing park will not be affected.

Q: There appears to be some wet ground in the area of the replat; what will come of that?

A: Naturally occurring springs and stormwater runoff will be collected and routed to the storm sewer per City standards.

Q: Will you speak more on a Planned Unit Development?

A: A Planned Unit Development (PUD) allows for departure from standard requirements to permit and encourage innovative, economical and attractive development. This PUD will contain single family residences sharing an access road. The access road is narrower than a standard City street and allows for cost efficient construction across the hillside.

Q: Will there be an easement in the PUD and if so what size?

A: There will be an easement and its size and location will be determined as we move forward with design.

Q: Does the developer have a selling price estimate for the new lots?

A: Not available at this time.

Q: Will Granville Street connect to Castleford Street?

A: Unsure how they may connect at this time. Possible parking area for Milton Arthur Park that is accessible from either street or just one street with a path connection to the other.

Q: Will the PUD have a homeowners association (HOA)?

A: Yes, the HOA will own and maintain common amenities that all homeowners use.

Q: When will construction begin?

A: Possibly this summer/fall. Will depend on Replat/PUD review timing, contractor availability, financing, and other considerations.

Q: Does the developer have house plans selected for the new lots and a price range?

A: Not at this time.

Q: Is this development tied in any way to the new development that is planned for on the other side of the hill?

A: The developer of Southgate 3rd Addition is different than the Ridgeview Estates 2nd Addition developer.

Q: When will the Ridgeview Estates 2nd developer begin construction?

A: Possibly this summer.

With no further questions or comments the meeting adjourned at 4:35pm.

Attached, please find a copy of the meeting attendance sheet.

Best regards,

Nuri Nimmer, PE

Hodge & Associates, Inc

ORDINANCE NO. 2008-04

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF IDAHO; PROVIDING FOR THE REZONING OF PROPERTY FROM LOW DENSITY SINGLE FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL (R-3) AND MODERATE DENSITY, SINGLE FAMILY RESIDENTIAL (R-2), AS DESCRIBED IN SECTION I OF THIS ORDINANCE ZONING DISTRICT; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the proposed change from Low Density Single Family Residential to Moderate Density, Single Family Residential (R-2) and Medium Density Residential (R-3) zoning district with the accompanying conditions of approval is consistent with the underlying Comprehensive Plan Land Use Designation of Low Density Residential (LR); and

WHEREAS, the proposed uses that would be allowed by the proposed zoning, with the conditions imposed herein, is consistent and compatible with the surrounding land uses, provides for the logical, orderly and efficient development of the subject property, and is consistent with the City of Moscow Comprehensive Plan;

WHEREAS, the Moscow Planning and Zoning Commission held a duly noticed public hearing on January 9, 2008 and recommended approval of this rezoning; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing on March 3rd, 2008 and passed a motion to approve this zoning subject to a Reasoned Statement of Relevant Criteria and Standards.

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

SECTION 1: LEGAL DESCRIPTION:

Medium Density Residential (R3) Zoning District

A portion of the proposed Southgate 3rd Addition to the City of Moscow, a partial replat of the Plat of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, said proposed addition being an unrecorded plat dated April 16, 2008 on file with said City of Moscow, with said Parcel 'A' being more particularly described as follows:

Commencing at the northwest corner of the southwest quarter of said Section 16; thence S86°20'37"E 1340.65 feet to a point on the centerline of the 80 foot wide White Avenue right-of-way, said point being Station 0+00 as shown on the plat of the Southgate 1st Addition, recorded as Instrument No. 490155 on file with the Recorder's office of said Latah County; thence S89°44'48"E 1979.08 feet to the southeast corner of the Southgate 2nd Addition to the City of Moscow, recorded as Instrument No. 498621 on file with said Recorder's office, said point being the

southwest corner of said proposed Southgate 3rd Addition; thence along the boundary of said addition the following courses: S89°44'48"E 658.84 feet, N00°21'13"E 668.44 feet, S89°42'43"E 659.57 feet, and N00°26'30"E 432.88 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said boundary, N00°26'30"E 219.14 feet; thence along said boundary, N89°42'43"W 181.24 feet to the northeast corner of Parcel 'A' of said addition; thence along the easterly boundary of said Parcel 'A', S28°47'26"W 250.29 feet to a point on the northerly right-of-way line of Granville Loop of said addition; thence S02°48'00"E 25.00 feet to the centerline of said Granville Loop; thence along said centerline, 68.13 feet along a curve to the left having a radius of 137.22 feet, a central angle of 28°26'48", and a chord of S72°58'36"W 67.43 feet; thence continuing along said centerline, 356.62 feet along a curve to the right having a radius of 650.00 feet, a central angle of 31°26'07", and a chord of S74°28'15"W 352.17 feet; thence continuing along said centerline, N89°48'41"W 25.12 feet to the intersection with the centerline of Sutton Street of said addition; thence along said Sutton Street centerline, N00°26'30"E 151.07 feet; thence leaving said centerline, N89°48'41"W 292.25 feet along the northerly boundary of Block 1 of said addition; thence along said northerly boundary, S58°59'25"W 141.51 feet; thence along the westerly boundary of Lot 1 of said Block 1, 49.79 feet along a curve to the right having a radius of 100.36 feet, a central angle of 28°25'25", and a chord of S14°01'29"E 49.28 feet; thence along the southerly boundary of said Block 1, S89°48'41"E 45.00 feet; thence along the boundary of said addition, S00°11'19"W 60.00 feet to the northeast corner of Parcel 'B' of Block 2 of said addition; thence along the boundary of said Block 2, 28.83 feet along a curve to the left having a radius of 95.00 feet, a central angle of 17°23'17", and a chord of S81°29'41"W 28.72 feet; thence along the boundary of Block 2 of said addition the following courses: S51°27'59"E 158.76 feet, S47°00'45"W 99.42 feet, and S41°11'39"E 217.89 feet, thence S05°34'00"W 30.00 feet to the centerline of said Granville Loop; thence along said centerline, S84°26'00"E 13.63 feet; thence continuing along said centerline, 216.24 feet along a curve to the left having a radius of 270.00 feet, a central angle of 45°53'19", and a chord of N72°37'21"E 210.51 feet; thence N40°19'19"W 25.00 feet to the north right-of-way line of said Granville Loop; thence along the westerly boundary of Lot 28 of said Block 2 the following courses: N02°12'37"E 81.34 feet, N11°36'29"E 64.42 feet, and N06°13'43"E 32.50 feet; thence along the southerly boundary of Lots 12 and 13 of said Block 2, N83°35'02"E 143.70 feet; thence along the southerly boundary of Lots 14, 15, and 16 of said Block 2, N74°47'41"E 219.04 feet; thence along the southerly boundary of Lots 17 and 18 of said Block 2, N67°03'29"E 142.34 feet; thence along the southerly boundary of Lot 19 of said Block 2, N59°07'16"E 90.47 feet to a point on the westerly right-of-way line of said Granville Loop; thence N56°11'19"E 25.00 feet to the centerline of said Granville Loop; thence along said centerline, 50.10 feet along a curve to the left having a radius of 137.22 feet, a central angle of 20°55'07", and a chord of N44°16'14"W 49.82 feet to the centerline of Kismat Court of said addition; thence along said centerline,

N35°16'13"E 78.07 feet; thence S54°43'47"E 25.00 feet to the southeasterly right-of-way line of said Kismet Court; thence along the north boundary of Lot 7 of Block 3 of said addition, East 147.45 feet to the **TRUE POINT OF BEGINNING**. Said portion contains 6.80 acres.

Medium Density, Single Family Residential (R2) Zoning District

A portion of the proposed Southgate 3rd Addition to the City of Moscow, a partial replat of the Plat of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, said proposed addition being an unrecorded plat dated April 16, 2008 on file with said City of Moscow, with said Parcel 'A' being more particularly described as follows:

Commencing at the northwest corner of the southwest quarter of said Section 16; thence S86°20'37"E 1340.65 feet to a point on the centerline of the 80 foot wide White Avenue right-of-way, said point being Station 0+00 as shown on the plat of the Southgate 1st Addition, recorded as Instrument No. 490155 on file with the Recorder's office of said Latah County; thence S89°44'48"E 1979.08 feet to the southeast corner of the Southgate 2nd Addition to the City of Moscow, recorded as Instrument No. 498621 on file with said Recorder's office, said point being the southwest corner of said proposed Southgate 3rd Addition; thence along the boundary of said addition the following courses: S89°44'48"E 658.84 feet, N00°21'13"E 668.44 feet, S89°42'43"E 659.57 feet, and N00°26'30"E 432.88 feet; thence leaving said boundary, West 147.45 feet along the north boundary of Lot 7 of Block 3 of said addition; thence N54°43'47"W 25.00 feet to the centerline of Kismet Court of said addition; thence S35°16'13"W 78.07 feet along the centerline of said Kismet Court to the centerline of Granville Loop of said addition; thence along said centerline, 50.10 feet along a curve to the right having a radius of 137.22 feet, a central angle of 20°55'07", and a chord of S44°16'14"E 49.82 feet to the **TRUE POINT OF BEGINNING**;

thence S56°11'19"W 25.00 feet to the northeast corner of Lot 20, Block 2 of said addition; thence along the northerly boundary of said Lot 20, S59°07'16"W 90.47 feet; thence along the southerly boundary of Lots 17 and 18 of said Block 2, S67°03'29"W 142.34 feet; thence along the southerly boundary of Lots 14, 15, and 16 of said Block 2, S74°47'41"W 219.04 feet; thence along the southerly boundary of Lots 12 and 13 of said Block 2, S83°35'02"W 143.70 feet; thence along the westerly boundary of Lot 28 of said Block 2 the following courses: S06°13'43"W 32.50 feet, S11°36'29"W 64.42 feet, and S02°12'37"W 81.34 feet to a point on the northerly right-of-way line of Granville Loop; thence S40°19'19"E 25.00 feet to the centerline of Granville Loop; thence along said centerline, 30.59 feet along a curve to the left having a radius of 270.00 feet, a central angle of 6°29'30", and a chord of N46°25'56"E 30.58 feet; thence continuing along said centerline, 114.10 feet along a curve to the right having a radius of 200.00 feet, a central angle of 32°41'13", and a chord of N59°31'47"E 112.56 feet; thence continuing along said centerline, N75°52'23"E 399.51 feet; thence continuing along said centerline, 262.68 feet along a curve to the left having a radius of 137.22 feet, a central angle of 109°41'04", and a chord of

N21°02'51"E 224.37 feet to the **TRUE POINT OF BEGINNING**. Said portion contains 2.02 acres.

SECTION 2: ZONING: That the property described in Section 1 of this Ordinance be and the same hereby is zoned Medium Density Residential (R3), and Moderate Density, Single Family Residential (R-2) Zoning District, with the conditions of approval listed below, and the City Engineer is hereby ordered to make the necessary amendments the official maps of the City of Moscow which are on file at 221 East 2nd Street.

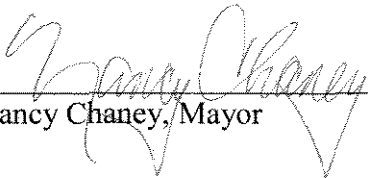
1. That the proposed R-3 Zoning Districts be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 as shown upon the attached proposed preliminary plat.

SECTION 3: SEVERABILITY: Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 4: EFFECT ON OTHER ORDINANCES: Where the definitions contained in this Ordinance are in conflict with relevant portions of City of Moscow, Idaho Municipal Code, the definition contained within those portions of the Moscow Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

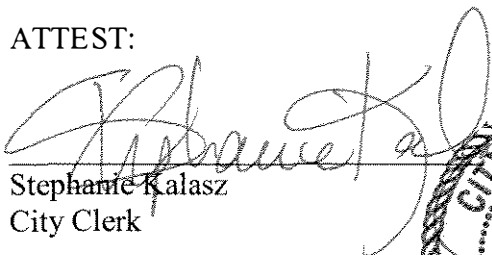
SECTION 5: EFFECTIVE DATE: This Ordinance shall be effective upon its passage approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this 3rd day of March 2008.



Nancy Chaney, Mayor

ATTEST:



Stephanie Kalasz
City Clerk



NO. 521542
AT THE REQUEST OF:
City of Moscow
DATE & HOUR
04-23-08 11:14 AM
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 0 BY Sobus
Deputy
m/po Box 9003
Moscow Id 83843

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF A SEVEN POINT FIVE SIX (7.56) ACRE PROPERTY LOCATED EAST OF THE CURRENT TERMINUSES OF GRANVILLE STREET AND CASTLEFORD STREET WITHIN THE CITY OF MOSCOW FROM THE LOW-DENSITY SINGLE FAMILY RESIDENTIAL (R-1), MODERATE DENSITY RESIDENTIAL (R-2), AND MEDIUM DENSITY RESIDENTIAL (R-3) ZONING DISTRICTS TO THE MEDIUM DENSITY RESIDENTIAL (R-3) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, and Rezone on June 25, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on August 11, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 7.56-acre parcel that is currently vacant and is platted as Phase III of Southgate 3rd Addition. The subject property is surrounded by University of Idaho's Parker Farm to the east, prior Southgate Additions to the west, Milton Arthur Park and residential properties to the north, and residential properties within the Area of City Impact to the south.
3. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential.
4. According to the 2019 Comprehensive Plan, Auto-Urban Residential designated areas are intended to,

“contain predominantly single family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings.”

Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

5. The subject property is currently zoned a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3).
6. The applicant is proposing to rezone the entire property to the Medium Density Residential (R-3) Zone.
7. According to the City of Moscow Zoning Code, the purpose of the R-3 Zoning District is to:

“Provide for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.”
12. Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.
13. As part of the original Southgate 3rd Addition rezone that occurred in 2008, there was a condition that was placed upon the current R-3 designation by Ordinance 2008-04. The condition was that the R-3 Zoning District be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 on Southgate 3rd Addition Plat. Those three lots are located within Chelsea Court which is within Phase II of the development.
14. The subject property has access via Granville Street and Castleford Street, which are currently platted to be extended to the east. Granville and Castleford Streets are both currently designated as local neighborhood streets which are developed to the 28-foot-wide street section with curb, gutter, and sidewalks on both sides of the street and on-street parking on one side of the street.
15. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on April 9, 2021 to discuss the proposal.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed rezone is consistent with the existing 2019 Comprehensive Plan Land Use Designation of Auto-Urban Residential.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed R-3 Zone provides a continuation of the existing R-3 Zone to the west. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.

3. **The uses expected to occur as a result of the rezone will be compatible with the surrounding area.** The proposed zoning is consistent with adjacent zoning districts and will create a logical and orderly zoning configuration for the subject area.
4. **The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed zoning and uses are suitable for the area and will not unduly burden the area of public infrastructure.
5. **The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.** The subject property has street access via Granville Street and Castleford Street, which can adequately serve any proposed development allowed in the R-3 Zone. City water, sanitary sewer, and storm sewer mains are currently extended to the subject property.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the seven point five six (7.56) acre property from the combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) Zone with one condition:

1. That the proposed R-3 Zone be limited to no more than detached single-family dwellings.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
25th day of August, 2021.



Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday
August 11, 2021

7:00 PM

Council Chambers
206 E Third Street

The meeting was called to order at 7:00 PM

MEMBERS PRESENT: Robb Parish, Chair; Rich Beebe, Scott Gropp, Joel Hamilton, Michael Nelsen, Victoria Seever, Dennis Wilson
MEMBERS ABSENT: Drew Davis, Nels Reese
OTHERS: Gina Taruscio
STAFF: Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of July 28, 2021 Minutes

Seever moved for approval of the minutes as presented, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

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

None.

3. Public Hearing: Proposal for a Rezone of a 7.56-Acre Area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0026

Rezoning of the subject property from the current combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) Zone.

Ray presented the rezone proposal as described above, and recommended approval with the zone be limited to only detached single-family homes.

Public Hearing opened at 7:08 PM

Scott Becker (applicant), Moscow, explained that the developer did not have any issues with the condition, as detached single-family houses is part of their plan. They decided to request the change to R-3 because one portion of the plat is too steep to easily accommodate street standards, so it was decided to create a PUD which required the change to R-3.

Marty Staley, Moscow, asked about property taxes and the impact of new developments for the current neighborhood homeowners. Spoke about the sidewalks and streets that are in disrepair, as well as concern

for repaving the streets once the construction of the new development is concluded. Expressed concern about water conservation in the City of Moscow.

Carl DeWing, Moscow, had questions about the rezone related to the number of lots proposed. There will be a reduction of the number of lots proposed in the replat, which would presumably reduce the traffic volume from what was originally platted.

Norm Metzker, Moscow, spoke in favor of the development. Commented that the proposal was one the best plans that he has seen recently.

Scott Becker (applicant), Moscow, went into detail about the rezone request, explaining that the proposal would eliminate the island of R-2 in the middle of the subdivision plat.

Public Hearing closed at 7:13 PM

The Commission discussed the one condition recommended by Staff, and ultimately agreed with the proposal.

Hamilton moved to recommend approval of the Rezone with one condition, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Hamilton moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposed Preliminary Subdivision Plat of a 4.59-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0027

Proposed Preliminary Subdivision Plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision.

Ray presented the preliminary plat proposal as described above, and recommended approval with no conditions. There was an Engineering recommendation that will be addressed in the construction drawings for the Final Plat.

Public Hearing opened at 7:20 PM

Scott Becker (applicant), Moscow, expanded on the grading issues with the previous subdivision plat. The proposed layout would also decrease the amount of impervious surface, which would bring down the required roadway construction. This would have the benefit of lowering building costs and the possibility of passing those savings on to the buyers. The number of lots in the proposed plat is less than previously planned, so the lots will have more square feet.

Kathy Dawes, Moscow, expressed concern about the agenda items 4 through 7 regarding new subdivision developments. Commented on water conservation and the possible effect of people living in Moscow, as well as the growth limits on the current resources. She requested information on how many housing units the Commission has approved in the last couple of months. The estimated annual growth of Moscow compared to the proposed developments was addressed, as well as the impact on City services and property taxes.

David Hall, Moscow, asked about Sutton Street, which would be built north from Granville Road to Robinson Park Road as part of the proposed plat. Pointed out that traffic from adding that road might have an impact on current traffic on Robinson Park Road.

Marty Staley, Moscow, inquired about the selling price for the houses and the lots.

Scott Becker (applicant), Moscow, addressed the comments regarding water conservation. Explained that the proposed plat reduced the number of lots and would lessen water use, compared to what was platted before.

Public Hearing closed at 7:28 PM

Commissioners echoed the concern for water conservation and the impact of growth on the aquifer. The audience was addressed, with the Commission explaining that they look at every proposal diligently and with the Comprehensive Plan in mind. There was some discussion about possible routes that the public might utilize in approaching a water conservation concern. The process for calculating property taxes was reviewed, as well as the annual number of homes that are usually built. The market growth in the City of Moscow versus Latah County was discussed.

Wilson moved to recommend approval of the Preliminary Plat with no conditions, seconded by Gropp. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Nelsen moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

5. Public Hearing: Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0028

Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision.

Ray presented the preliminary plat and PUD proposal as described above, and recommended approval with four conditions from the Engineering department. One condition is to extend the public utility easement to allow access for franchise utilities along the front of the properties, and another condition is to verify that the private street will meet the requirements on City Standard Drawing No. 3. The other conditions are in regards to manhole access and the separation width needed between sewer and water service lines.

Public Hearing opened at 7:44 PM

Scott Becker (applicant), Moscow, went into detail about why the PUD was chosen because it allowed the roadway to be narrower, but they were still able to keep to the City grading standards accommodate for fire truck access. He gave a quick overview of the grading needed and what was proposed. The house plans included in the application are preliminary, but changes could possibly happen before the Final Plat stage.

Public Hearing closed at 7:47 PM

The Commission conversed regarding the PUD and plat, with special consideration of the topography.

Nelsen moved to recommend approval of the Preliminary Plat with four conditions, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Wilson moved to recommend approval of the PUD with no conditions, seconded by Gropp. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to direct Staff to draft the Relevant Criteria and Standards for both the Plat and the PUD, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

6. Proposed Final Subdivision Plat for a 17.2-acre area generally located east of the intersection of Third Street and Mountain View Road within the City of Moscow - Harvest Hills 2nd Addition: LUP2021-0033

Proposed Final Plat of a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition.

Ray presented the proposed Final Plat as described above, and recommended approval to City Council with no conditions.

Seever moved to recommend approval of the Final Plat with no conditions, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

7. Proposed Final Planned Unit Development (PUD) and Final Subdivision Plat for 2.16-acre parcel located at 1606 E. Third Street within the City of Moscow – Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD: LUP2021-0032 & LUP2021-0034

Proposed Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.

Ray presented the proposed Final Plat and Final PUD as described above, and recommended approval to City Council with no conditions.

Seever moved to recommend approval of the Final Plat and Final PUD with no conditions, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

8. Approval of Reasoned Statement of Relevant Criteria and Standards

Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 2.68-acre Property to be Annexed into the City of Moscow and Generally Located South of Robinson Park Road and East of the Current City Limits Boundary within the City of Moscow: Permit Application LUP2021-0031

- 1. Retaining the Current Comprehensive Plan Land Use Designation of Auto-Urban Residential.*
- 2. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.*

Wilson moved to approve both of the Reasoned Statement of Relevant Criteria and Standards, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission Meeting

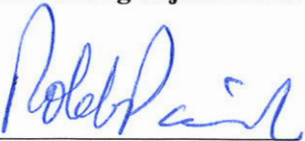
The Transportation Commission will meet August 12 to review a number of preliminary subdivision plats.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

Next Planning & Zoning Commission regular meeting is scheduled for August 25, 2021.

The meeting adjourned at 8:02 PM



Robb Parish, Chair

ORDINANCE NO. 2021 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF A SEVEN POINT FIVE SIX (7.56) ACRE PROPERTY, DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AS MEDIUM DENSITY RESIDENTIAL (R-3); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the lands described in Section 1 of this Ordinance are currently zoned Low Density, Single Family Residential (R-1), Moderate Density Single Family Residential (R-2), and Medium Density Single Family Residential (R-3) within the City of Moscow; and

WHEREAS, the proposed change from the combination of Low Density, Single Family Residential (R-1), Moderate Density Single Family Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) designation is consistent with the underlying 2019 Comprehensive Plan Land Use Designation of Auto-Urban Residential (AU-R); and

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

WHEREAS, on August 11, 2021, Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property R-3 with one condition; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on October 18, 2021;

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

SECTION 1: LEGAL DESCRIPTION.

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

A parcel of land located in portions of Blocks 2 & 3 of Southgate 3rd Addition to the City of Moscow, Instrument #540165, Latah County Records, portions of which are in Lot 18 of the Plat of Section 16, Book 2 of Plats, Page 36, Latah County Records, in the Northwest Quarter of the

Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 16 and the northeast corner of Southgate 3rd Addition;

Thence along the common east line thereof, S00°26'43"W, 40.00 feet to the northeast corner of Lot 18 of the Plat of Section 16;

Thence continuing along said common east line and along the east line of said Lot 18, S00°26'43"W, 612.02 feet to the southeast corner of Southgate 3rd Addition and the southeast corner of said Lot 18;

Thence along the south line of Southgate 3rd Addition and the south line of said Lot 18, N89°42'30"W, 659.57 feet to the southwest corner of Southgate 3rd Addition and the southwest corner of said Lot 18;

Thence N20°04'48"W, 5.49 feet;

Thence 73.71 feet along a non-tangent curve to the left, said curve having a Delta = 24°07'54", Radius = 175.00 feet, Chord = 73.16 feet and a Chord Bearing = S55°15'25"W;

Thence 16.72 feet along a curve to the right, said curve having a Delta = 3°14'53",

Radius = 295.00 feet, Chord = 16.72 feet and a Chord Bearing = S44°48'54"W to a point on the south right-of-way line of Castleford Street;

Thence N43°33'39"W, 50.00 feet to a point on the north right-of-way line thereof;

Thence leaving said north right-of-way line, N14°01'48"W, 35.60 feet to a point on the east line of Lot 8, Block 2 of Southgate 3rd Addition;

Thence along said east line N02°13'00"E, 37.50 feet to the southeast corner of Lot 9, Block 2 of Southgate 3rd Addition;

Thence along the east line thereof, N11°37'04"E, 64.42 feet to the southeast corner of Lot 10, Block 2 of Southgate 3rd Addition;

Thence along the east line thereof, N06°14'06"E, 32.50 feet to the southwest corner of Lot 12, Block 2 of Southgate 3rd Addition;

Thence along the south line thereof and the south line of Lot 13, Block 2 of Southgate 3rd Addition, N83°35'26"E, 136.92 feet to the southeast corner thereof;

Thence along the east line thereof, N04°00'33"W, 99.35 feet to a point on the south right-of-way line of Granville Street;

Thence N04°00'33"W, 50.03 feet to a point on the north right-of-way line thereof and the south line of Arthur Milton Park, shown as Parcel A on the Plat of Southgate 3rd Addition;

Thence along said south line the following two courses:

Thence leaving said north right-of-way line, 276.43 feet along a non-tangent curve to the left, said curve having a Delta = 25°20'30", Radius = 625.00 feet, Chord = 274.19 feet and a Chord Bearing = N71°25'39"E;

Thence 80.54 feet along a curve to the right, said curve having a Delta = 28°26'48", Radius = 162.22 feet, Chord = 79.72 feet and a Chord Bearing = N72°58'48"E to the southeast corner of said Parcel A;

Thence along the east line thereof, N28°47'39"E, 204.78 feet to a point on the north line of Lot 18 of the Plat of Section 16;

Thence continuing along said east line, N28°47'39"E, 45.52 feet to the north line of the Northwest Quarter of the Northeast Quarter of Section 16 and the north line of Southgate 3rd Addition;

Thence along said common north line, S89°42'30"E, 181.24 feet to the **Point of Beginning**.

Parcel contains 7.57 acres more or less.

SECTION 2: ZONING. That the property described in Section 1 be and the same hereby is zoned Medium Density Residential (R-3) with the condition of approval listed below; and the City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 221 East 2nd Street, Moscow, Idaho.

1. That the proposed R-3 Zone be limited to no more than detached single-family dwellings.

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 4: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of City of Moscow, Idaho Municipal Code, the definition contained within those portions of the Moscow Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

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

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2021.

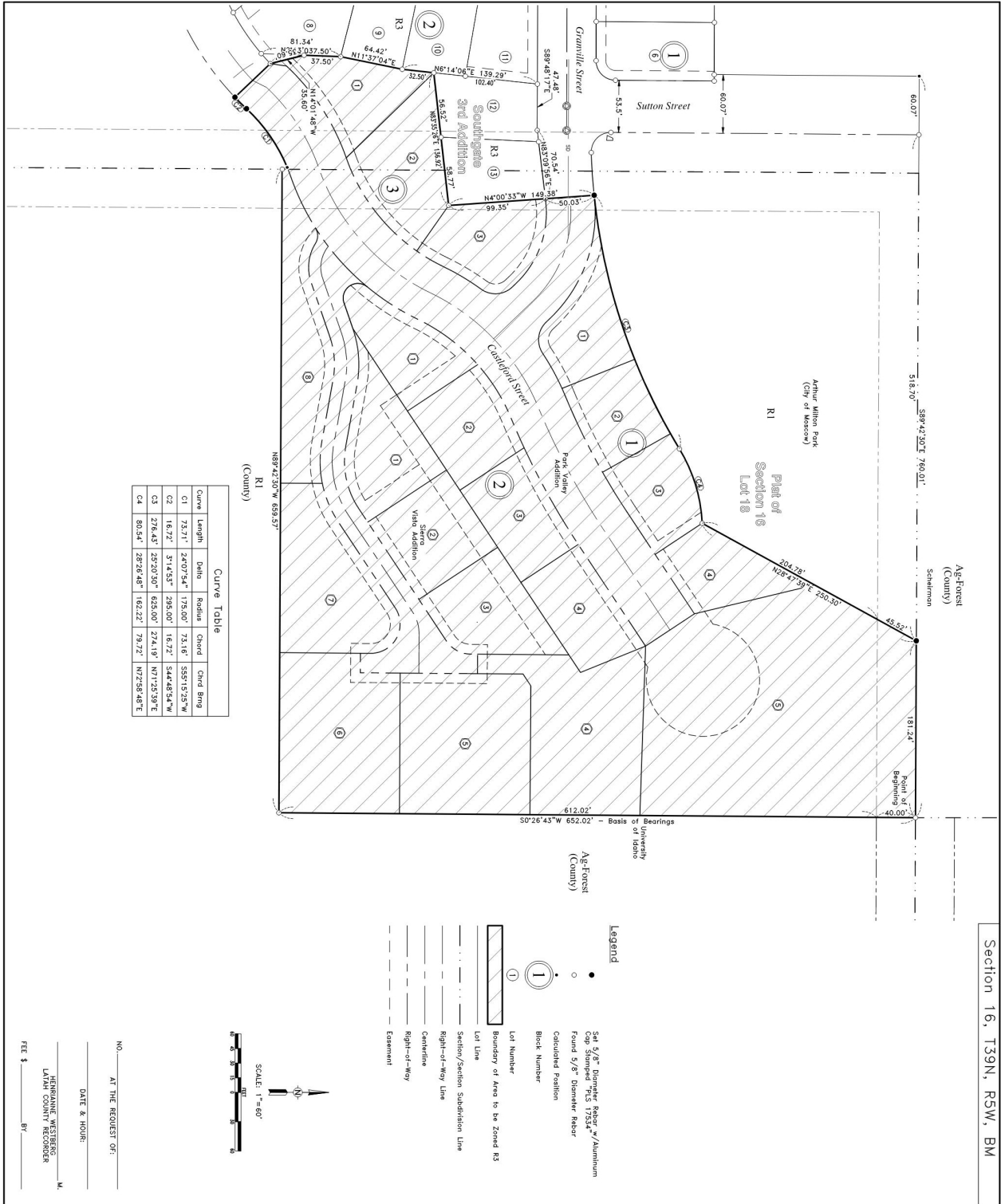
Bill Lambert, Mayor

CERTIFICATION. 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 _____, 2021.

ATTEST:

Laurie M. Hopkins, City Clerk

EXHIBIT "A"



CITY COUNCIL STAFF REPORT

DATE: Monday, October 18, 2021



AGENDA ITEM TITLE

Public Hearing: Park Valley Addition Preliminary Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Mike Salisbury, is requesting a preliminary plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision. The subject property was originally platted as Phase III of the Southgate 3rd Addition and the applicant is requesting a rezone and re-plat of the property. The Planning and Zoning Commission conducted a public hearing on August 11, 2021 and recommended approval of the preliminary plat request.

STAFF RECOMMENDATION

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with the condition that a right-of-way vacation request be approved by City Council prior to final plat; or approve the preliminary plat without conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat without conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. Packet
4. P&Z RCS
5. P&Z Minutes

**CITY OF MOSCOW
COMMUNITY PLANNING AND DESIGN DEPARTMENT
STAFF REPORT**

HEARING DATE: October 18, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposed Preliminary Subdivision Plat of a 4.59-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: LUP2021-0027

Attachments:

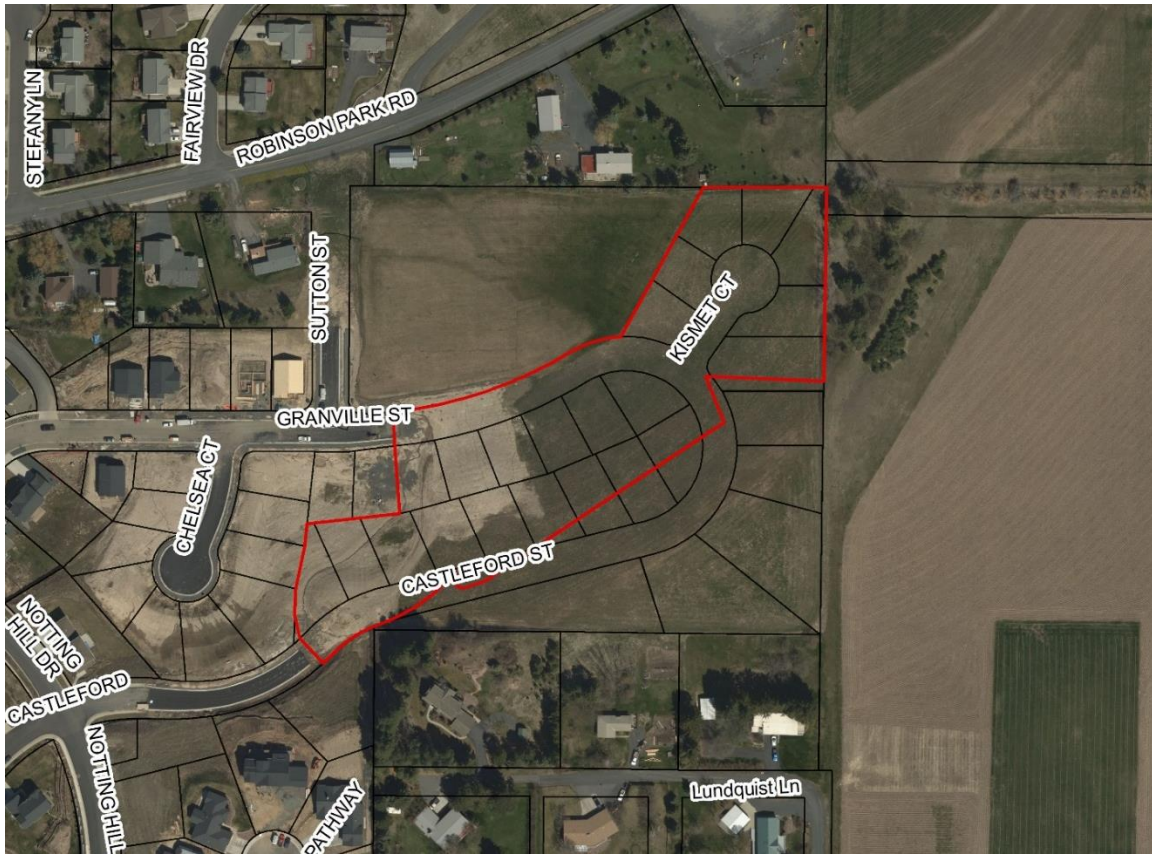
1. Notice of Public Hearing
2. Application for Preliminary Plat
3. Proposed Preliminary Plat
4. Neighborhood Meeting Materials
5. Memo from Todd Drage, Engineering Technician, dated August 5, 2021

Prepared by: Mike Ray, AICP – Planning Manager

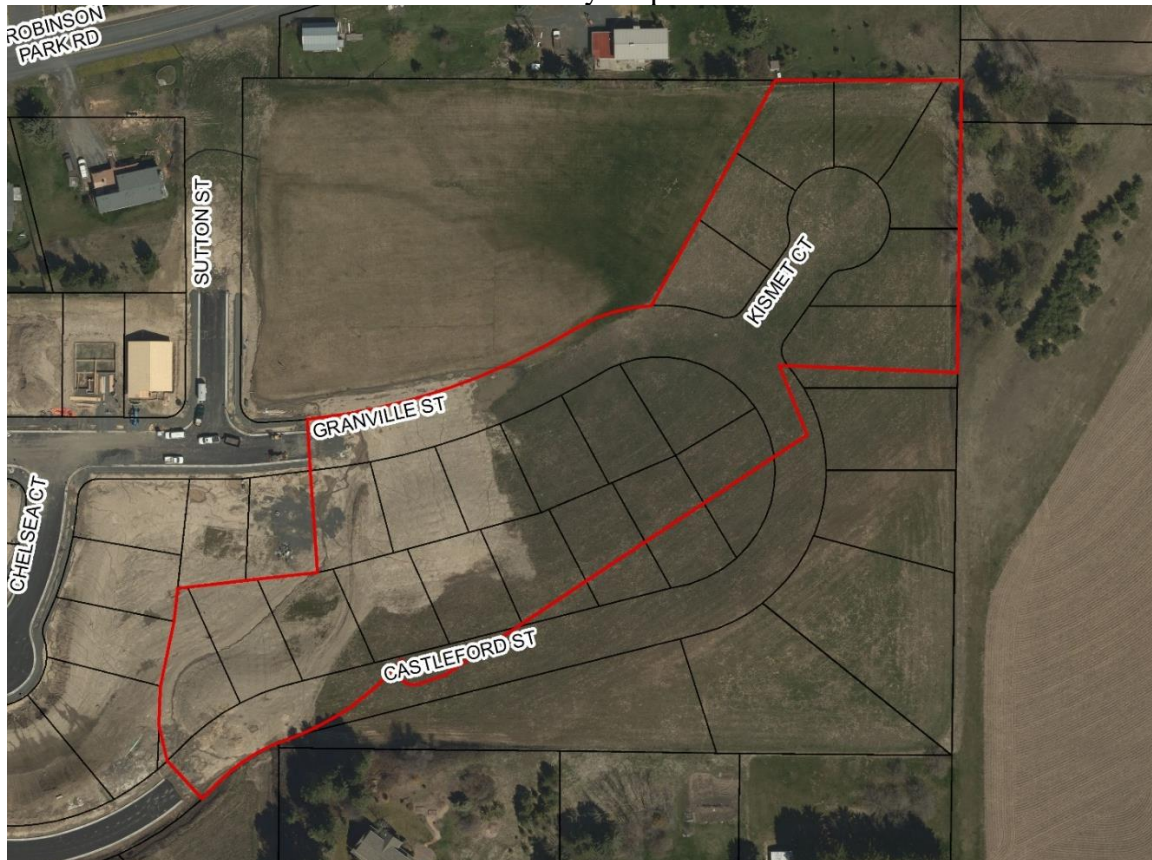
STAFF REVIEW

Proposal: The applicant, Mike Salisbury, is requesting a preliminary plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision. The subject property was originally platted as Phase III of the Southgate 3rd Addition and the applicant is requesting a rezone and re-plat of the property.

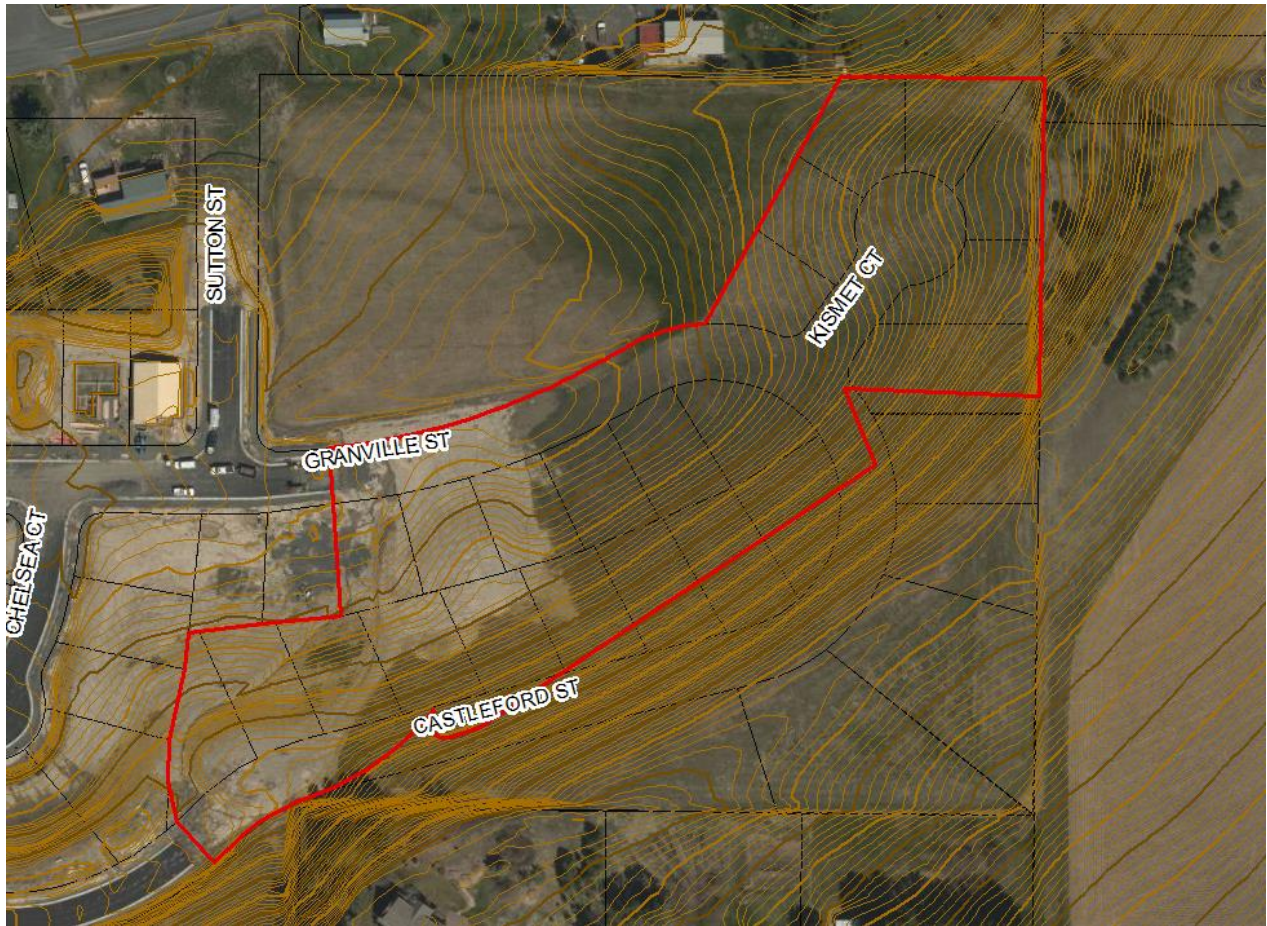
Site and Area Land Use: The subject property is a 7.56-acre parcel that is currently vacant and is platted as Phase III of Southgate 3rd Addition. The subject property is surrounded by University of Idaho's Parker Farm to the east, prior Southgate Additions to the west, Milton Arthur Park and residential properties to the north, and residential properties within the Area of City Impact to the south.



Vicinity Map



Aerial



Topography Map

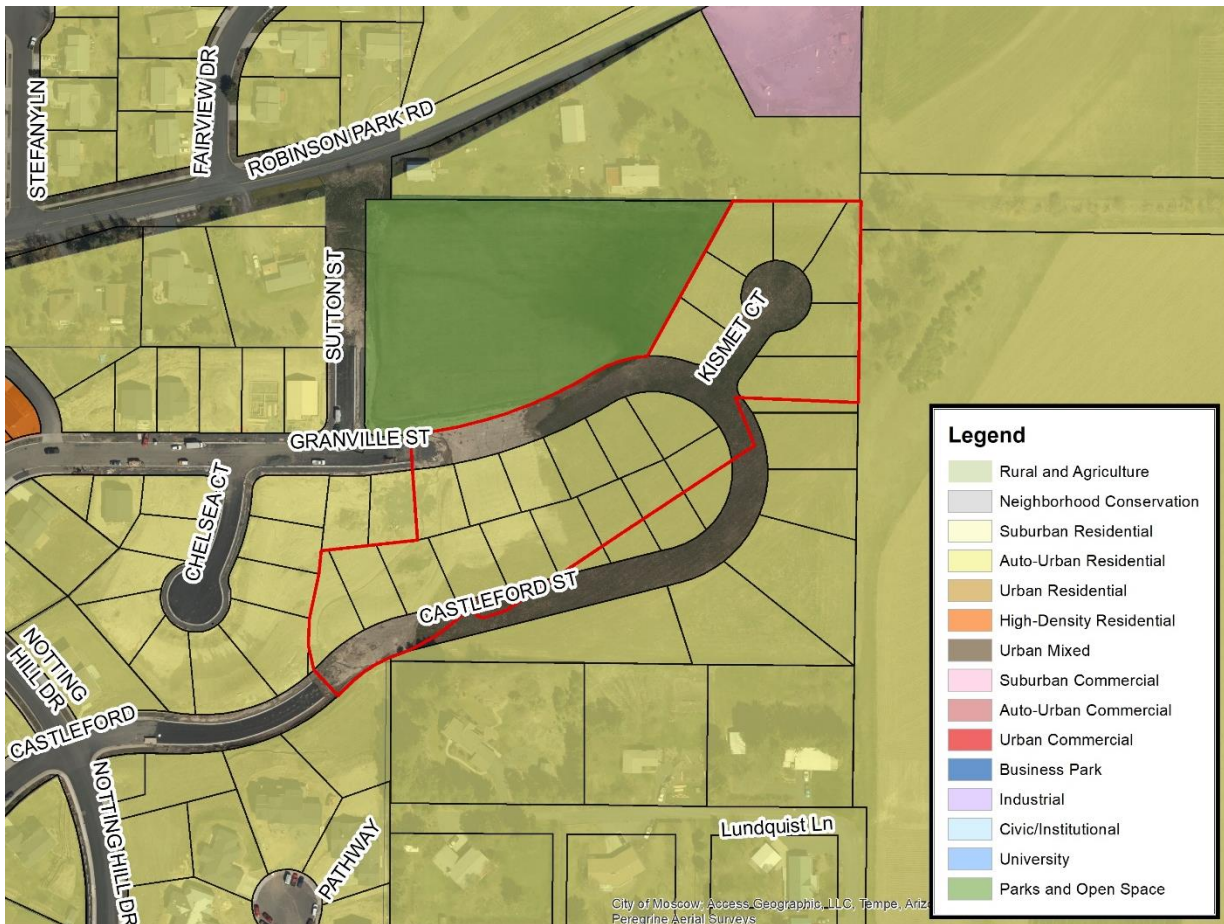
Comprehensive Plan Land Use Designation:

The subject property is currently designated by the 2019 Comprehensive Plan as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas are,

“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

All of the surrounding properties are also designated as Auto-Urban Residential, with the exception of Milton Arthur Park to the north which is designated as Parks and Open Space.

The Comprehensive Plan designates Granville Street and Castleford Street as local neighborhood streets. All other surrounding streets are also designated as local neighborhood streets.



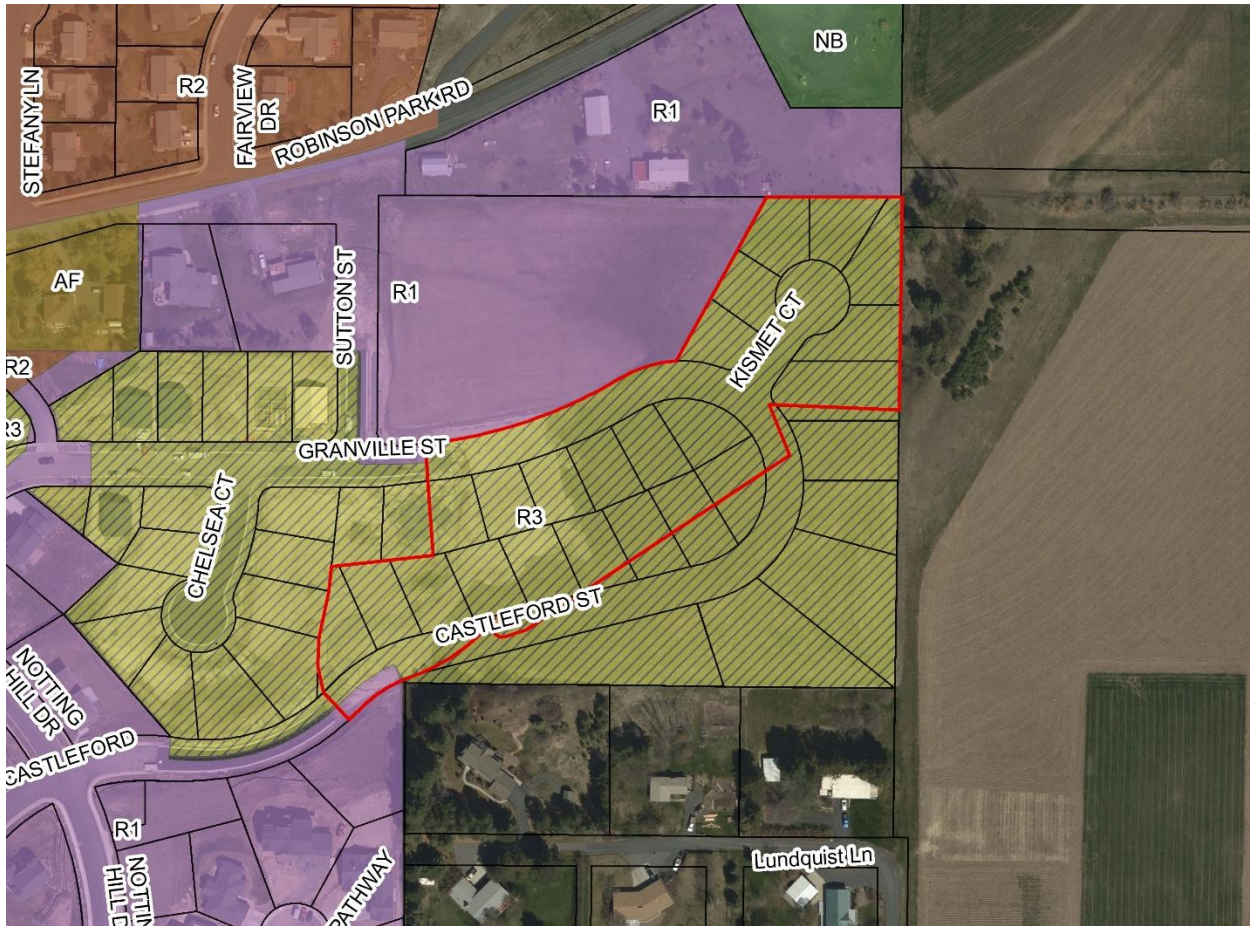
Current Comprehensive Plan Land Use Designations

Zoning: The subject property is currently designated as a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3). The applicant has submitted a rezone proposal concurrently with the proposed preliminary plat to rezone the subject property to the Medium Density Residential (R-3) Zone.

The Medium Density Residential (R-3) Zoning District provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.

Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.

As part of the original Southgate 3rd Addition rezone that occurred in 2008, there was a condition that was placed upon the current R-3 designation by Ordinance 2008-04. The condition was that the R-3 Zoning District be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 on Southgate 3rd Addition Plat. Those three lots are located within Chelsea Court which is within Phase II of the development.



Current Zoning

Preliminary Plat: The applicant is proposing to subdivide the existing 4.59-acre area to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision. All of the proposed lots meet the minimum lot size of 6,000 sf and minimum lot width of 60 feet for the R-3 Zoning District.

Water and Sewer: Water service is proposed to be extended via existing water mains that have been extended to the current terminus of Granville Street and Castleford Street in Southgate 3rd Addition Phase II. A new water main will be extended off of the existing and will extend along the Castleford Street alignment to serve the proposed subdivision.

It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 12 lots could be reasonably anticipated to use approximately 5.24 million gallons of water per year (12 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.12 M gallons/year).

Sanitary sewer currently exists within the Granville Street alignment and currently terminates at the Phase II boundary of Southgate 3rd. Sanitary sewer mains will be extended through Granville and Castleford Streets to the eastern subdivision boundary.

Storm Sewer will be conveyed through the subdivision through a main in Granville and Castleford Streets which will connect to the existing stormwater system in Southgate 3rd Addition.

Access, Streets, Traffic: The subject property is located adjacent to Granville Street and Castleford Street which are designated as local neighborhood streets. The sections Granville Street and Castleford Street adjacent to the subject property are developed as a 28-foot-wide roadway with curb, gutter, and sidewalks on both sides of the street. On-street parking is only permitted on one side of the street.

The proposed continuation of Granville Street is also proposed to utilize the 28-foot-wide local neighborhood street section until the “T” intersection with Castleford Street. Castleford Street is proposed to transition into the 36-foot-wide local neighborhood street section which includes parking on both sides of the street.

The applicant is proposing a pedestrian path which would connect Castleford Street with Milton Arthur Park at the common property line of Lots 3 and 4 of Block 1.

Parkland Dedication: Parkland dedication requirements have previously been satisfied with the dedication, grading, and hydroseeding of Milton Arthur Park, so no further dedication is required.

Input from Other Departments:

Engineering

The Engineering Department has provided comments within the attached August 5, 2021 memo from Todd Drage, Engineering Technician.

RELEVANT CRITERIA & STANDARDS:

1. The proposed subdivision is in conformance with all applicable City Code requirements.
2. The proposed subdivision is in general conformance with the Comprehensive Plan.
3. Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.
4. The proposed subdivision will not be detrimental to the public health, safety, or general welfare.

RECOMMENDATIONS:

1. Conduct the public hearing upon the preliminary plat and upon consideration of any testimony presented, approve the preliminary plat for Park Valley Addition and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for a Rezone, Replat, and Planned Unit Development (PUD) for a 7.56-Acre Area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow as shown on the Vicinity Map Below.

Permit Applications LUP2021-0026, LUP2021-0027, LUP2021-0028, and LUP2021-0029

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

1. Rezoning of the subject property from the current combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) Zone.
2. Proposed Preliminary Subdivision Plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision.
3. Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision.

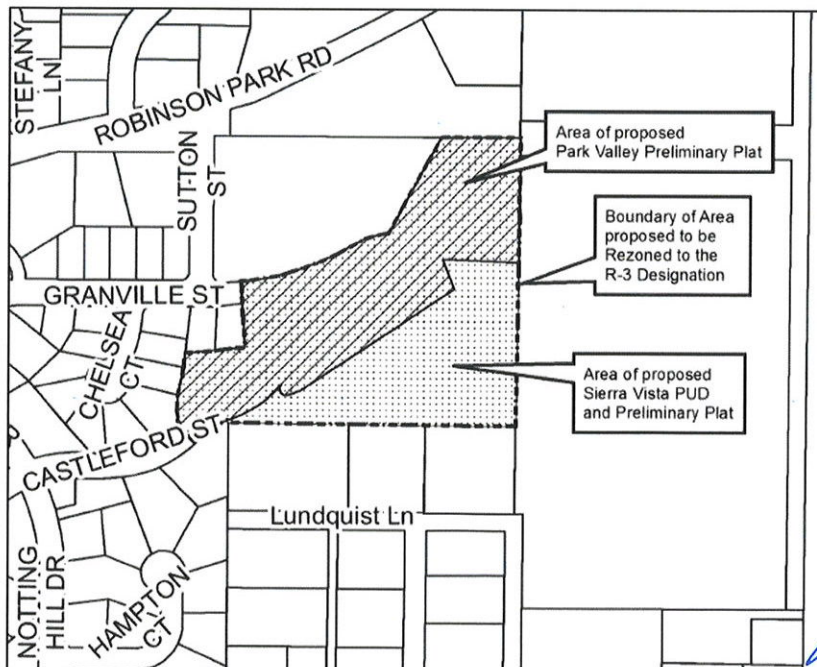
The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Rezone, PUD, and Preliminary Plats on August 11, 2021 and recommended approval with five (5) conditions.

MEETING DATE: Monday, October 18, 2021

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 the 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 Planning & Design Department located in the Paul Mann Building, 221 East Second 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. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk

Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, October 2, 2021



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$895	
Receipt Number			

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:

Name: Mike Salisbury, Manager, Jemca LLC Telephone: 208-301-2370
 Complete Address: 2315 Shelby Lane Moscow ID 83843
 E-Mail: _____ Fax: _____

OWNER: (if other than applicant)

Name: Jemca LLC Telephone: 208-301-2370
 Complete Address: 2315 Shelby Lane Moscow ID 83843
 E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Scott Becker Telephone: 208-882-3520
 Complete Address: 405 S Washington St. Moscow, ID 83843
 E-Mail: scottbecker@moscow.com Fax: _____

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

PROPERTY:

1. Proposed Subdivision Name: Park Valley
2. Address(as) or Parcel Number(s): Portions of Blocks 2 & 3 of Southgate 3rd
3. Legal Description: *Please attach copy of full description.*
4. Gross area of all land involved: 4.59 acres, and/or _____ sq. ft.
5. Total Net Area of land area exclusive of proposed or existing public street and other public lands:
3.51 acres, and/or _____ square feet.
6. Total number of lots: 12 Average lot size: _____
7. Existing Zoning of subject property: R1- R2- R3

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

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

PROJECT DESCRIPTION:

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

100% Single Family Residential

PRELIMINARY PLAT CHECKLIST:

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

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

SUBMITTAL:

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

- Completed application.
- Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

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



Applicant's Signature

June 16, 2021

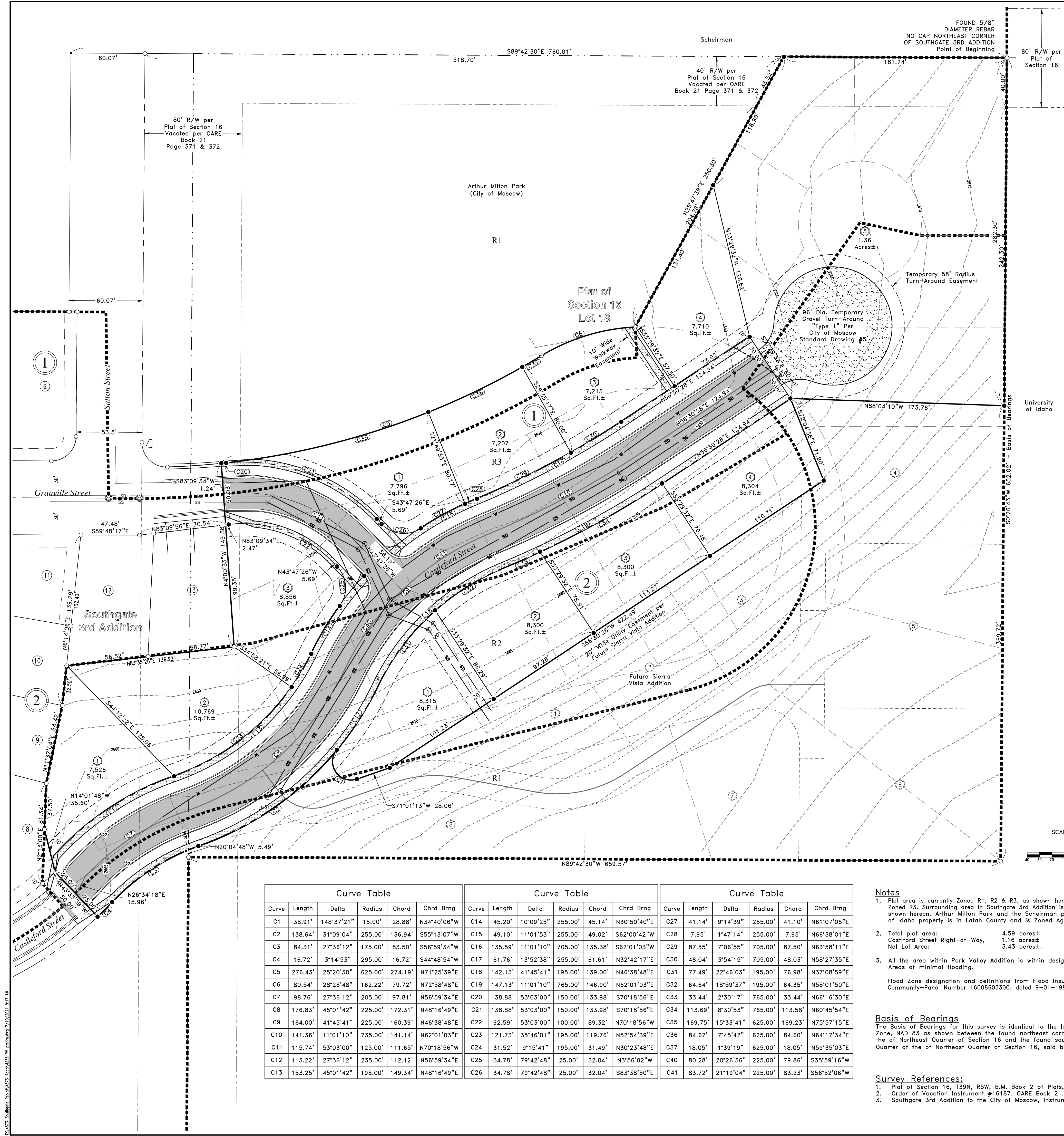
Date



Property Owner's Signature (if different)

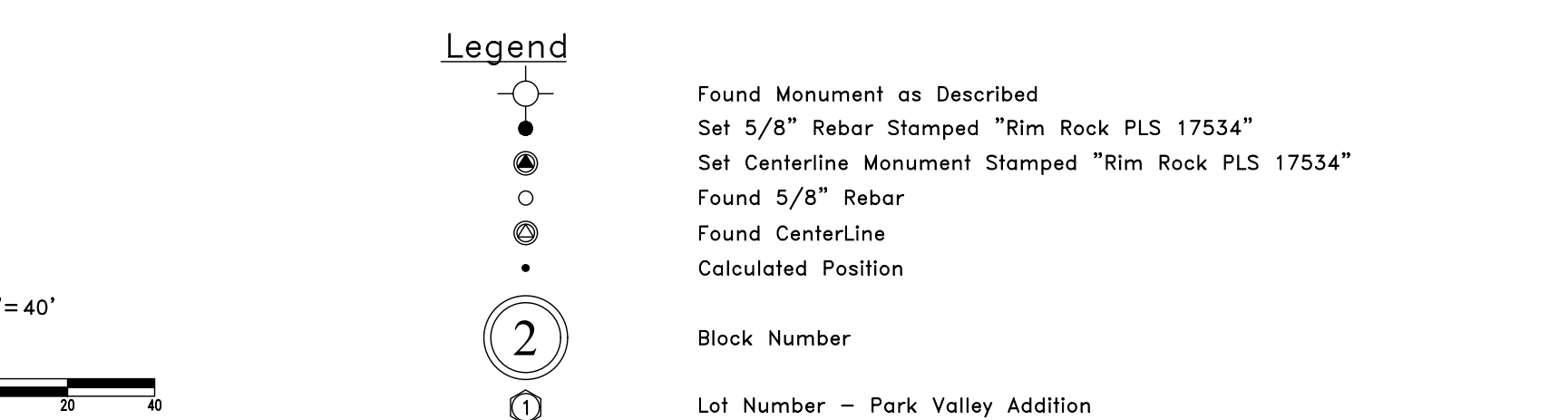
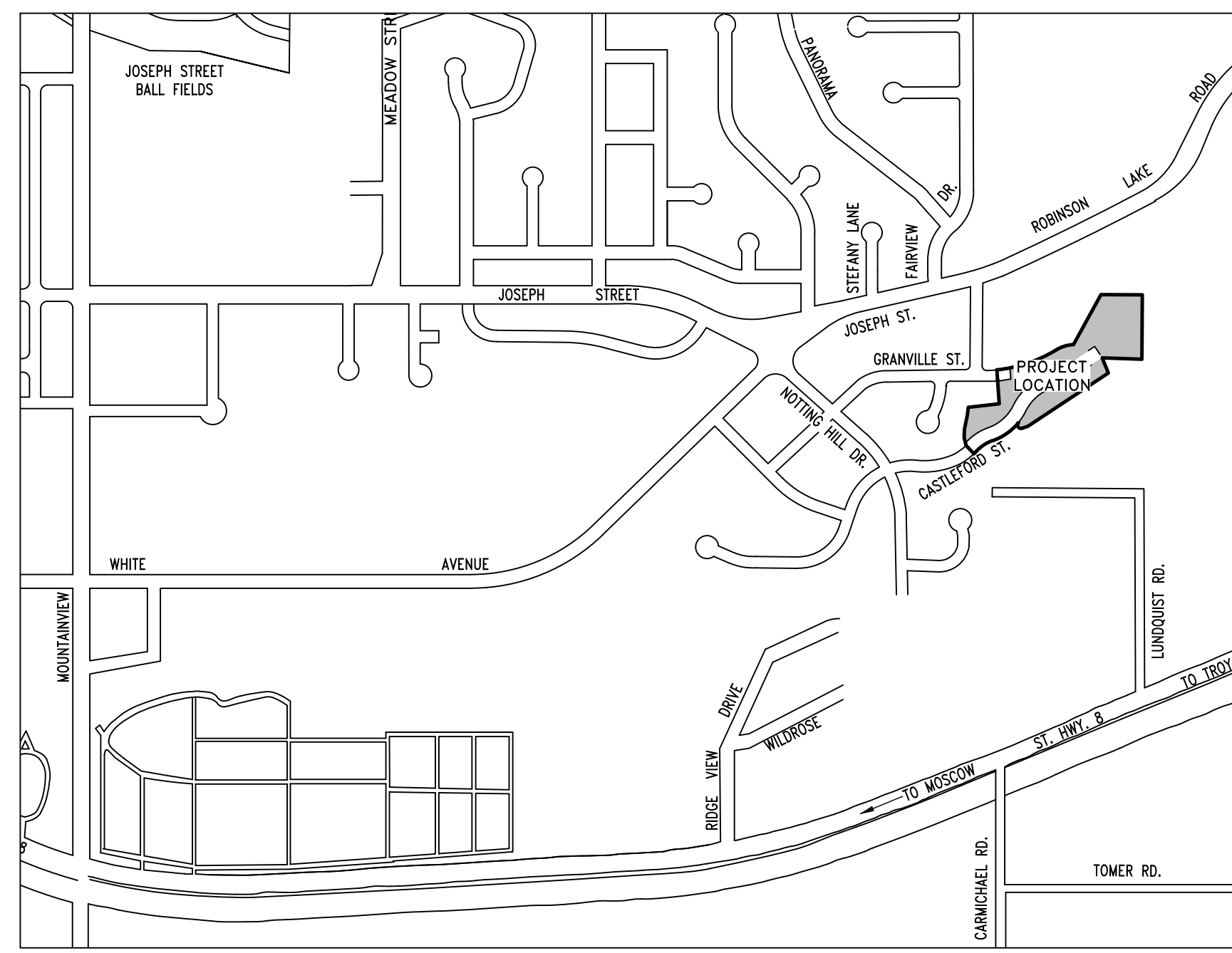
June 16, 2021

Date



Legal Description

A parcel of land located in portions of Blocks 2 & 3 of Southgate 3rd Addition to the City of Moscow, Instrument #540165, Latah County Records, Portions of which are in Lot 18 of the Plat of Section 16, Book 2 of Plats, Page 36, Latah County Records, in the Northwest Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:
Beginning at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 16 and the northwest corner of Southgate 3rd Addition;
Thence along the common east line thereof, S00°26'43"W, 40.00 feet to the northeast corner of Lot 18 of the Plat of Section 16;
Thence continuing along said common east line and along the east line of said Lot 18, S00°26'43"W, 242.30 feet;
Thence leaving said common east line, N88°04'10"W, 173.76 feet;
Thence S22°04'36"E, 71.90 feet;
Thence S56°30'28"W, 422.49 feet;
Thence S71°01'13"W, 28.06 feet;
Thence 38.91 feet along a curve to the right, said curve having a Delta = 148°37'21", Radius = 15.00 feet, Chord = 28.88 feet and a Chord Bearing = N34°40'06"W;
Thence 138.64 feet along a non-tangent curve to the right, said curve having a Delta = 31°09'04", Radius = 255.00 feet, Chord = 136.94 feet and a Chord Bearing = S55°13'07"W;
Thence 84.31 feet along a curve to the left, said curve having a Delta = 27°36'12", Radius = 175.00 feet, Chord = 83.50 feet and a Chord Bearing = S56°59'34"W;
Thence 175.00 feet, Chord = 83.50 feet and a Chord Bearing = S56°59'34"W;
Thence 16.72 feet along a curve to the right, said curve having a Delta = 3°14'53", Radius = 295.00 feet, Chord = 16.72 feet and a Chord Bearing = S44°48'54"W to a point on the south right-of-way line of Castleford Street;
Thence N43°33'39"W, 50.00 feet to a point on the north right-of-way line thereof;
Thence N14°01'48"W, 35.60 feet to a point on the east line of Lot 8, Block 2 of Southgate 3rd Addition;
Thence along said east line N02°13'00"E, 37.50 feet to the southeast corner of Lot 9, Block 2 of Southgate 3rd Addition;
Thence along the east line thereof, N11°37'04"E, 64.42 feet to the southeast corner of Lot 10, Block 2 of Southgate 3rd Addition;
Thence along the east line thereof N06°14'06"E, 32.50 feet to the southwest corner of Lot 12, Block 2 of Southgate 3rd Addition;
Thence along the south line thereof and the south line of Lot 13, Block 2 of Southgate 3rd Addition N83°35'26"E, 136.92 feet to the southeast corner thereof;
Thence along the east line thereof, N04°00'33"W, 99.35 feet to a point on the south right-of-way line of Granville Street;
Thence N04°00'33"W, 50.03 feet to a point on the north right-of-way line thereof and the south line of Arthur Milton Park, shown as Parcel A on the Plat of Southgate 3rd Addition;
Thence along said south line the following two courses:
Thence 276.43 feet along a non-tangent curve to the left, said curve having a Delta = 25°20'30", Radius = 625.00 feet, Chord = 274.19 feet and a Chord Bearing = N71°25'39"E;
Thence 80.54 feet along a curve to the right, said curve having a Delta = 28°26'48", Radius = 162.22 feet, Chord = 79.72 feet and a Chord Bearing = N72°58'48"E to the southeast corner of said Parcel A;
Thence along the east line thereof N28°47'39"E, 204.78 feet to a point on the north line of Lot 18 of the Plat of Section 16;
Thence continuing along said east line, N28°47'39"E, 45.52 feet to the north line of the Northwest Quarter of the Northeast Quarter of Section 16 and the north line of Southgate 3rd Addition;
Thence along said common north line, S89°42'30"E, 181.24 feet to the Point of Beginning.
Parcel contains 4.59 acres more or less.



Notes: 1. Plat area is currently Zoned R1, R2 & R3, as shown hereon. The replatted lots are to be Zoned R3. Surrounding area in Southgate 3rd Addition is also Zoned R1, R2 & R3, as shown hereon. Arthur Milton Park and the Scheirman property are Zoned R1. University of Idaho property is in Latah County and is Zoned Ag-Forest. 2. Total plat area: 4.59 acres±; Castford Street Right-of-Way: 1.16 acres±; Net Lot Area: 3.43 acres±. 3. All the area within Park Valley Addition is within designated Flood Zone "C": Areas of minimal flooding. Flood Zone designation and definitions from Flood Insurance Rate Map (FIRM) Community-Panel Number 1600860330C, dated 9-01-1983. No delineated wetlands on site.

Curve Table with columns for Curve, Length, Delta, Radius, Chord, and Chrd Brng. Contains three tables of curve data for different sections of the plat.

Survey References:

- 1. Plat of Section 16, T39N, R5W, B.M. Book 2 of Plats, Page 36.
2. Order of Vacation Instrument #16187, OARE Book 21, Pages 371-375.
3. Southgate 3rd Addition to the City of Moscow, Instrument #540165.

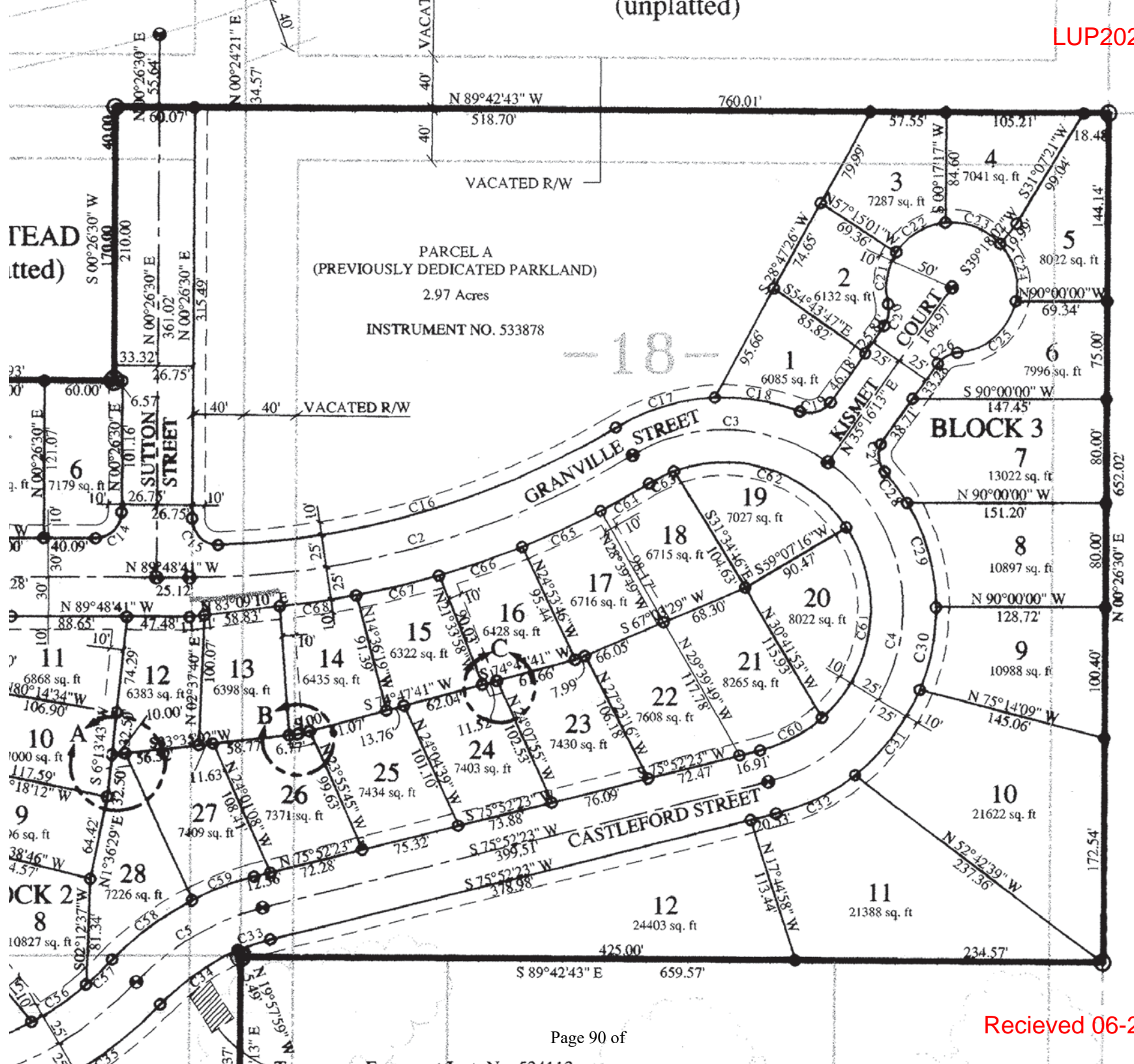
RIM ROCK CONSULTING, INC. logo and contact information.

PRELIMINARY NOT FOR CONSTRUCTION

Park Valley Addition - Preliminary Plat
Re-Plat of Portions of Blocks 2 & 3 of Southgate 3rd Addition to the City of Moscow
Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho
June - 2021
Mike Salisbury 2315 Shabby Lane, Moscow, Idaho 83845

Table with columns for Drafted by, Checked by, File Name, Tab, Layer Style, Plot Style, Project, Date.

HEAD
(ted)



18

LEGAL DESCRIPTION

SHEET 3 OF 3 SHEETS

S. 16, T. 39 N., R. 5 W., B.M.

A portion of the JEMCA, LLC. tract situated in lots 18, 19 and 30 of the Plat of Section 16 along with portions of vacated Right-of-Way adjoining said lots, Section 16, T.39 N., R. 5 W., Latah County, Idaho, with said portion being more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 16 and running thence S 86°20'37"E, 1340.65 feet to a point on the centerline of White Avenue, said point being Station 0+00.00; thence S89°44'48"E, 1979.08 feet to the Northeast corner of Ridgeview Estates Addition and the TRUE POINT OF BEGINNING for this description;
thence S89°44'48"E 658.84 feet along the centerline of a vacated 80 foot Right-of-Way to the Southwest corner of Lundquist Addition;
thence N 00°21'13"E 668.44 feet along the West line of said Addition to the Northwest corner of said Addition;
thence S89°42'43"E 659.57 feet along the North line of said Addition to the Northeast corner of said Addition;
thence N00°26'30"E 652.02 feet along the centerline of a vacated 80 foot Right-of-Way to the intersection with the centerline of an East-West vacated 80 foot Right-of-Way;
thence N89°42'43"W 760.01 feet along said Right-of-Way centerline;
thence S00°26'30"W 40.00 feet to the Northeast corner of the Olmstead tract;
thence S00°26'30"W 170.00 feet along the East boundary of said tract;
thence N89°48'41"W 258.93 feet along the Southerly boundary of said tract and the Southerly boundary of the Gosselin tract to the Southwest corner of the said tract;
thence S58°59'25"W 141.51 feet along the Southeastly boundary of the Bromley tract to a point on the Easterly boundary of Southgate 2nd Addition to Moscow;
thence 49.79 feet along said Addition which is a curve to the right having a central angle of 28°25'25", a radius of 100.36 feet and a chord length of 49.28 feet bearing S14°01'29"E;
thence S89°48'41"E 45.00 feet along the Easterly boundary of said Addition and the Northerly Right-of-Way line of Granville Street;
thence S00°11'19"W 60.00 feet along the Easterly boundary of said Addition to a point on the Southerly Right-of-Way line of Granville Street;
thence N89°48'41"W 60.00 feet along the Easterly boundary of said Addition and said Right-of-Way line;
thence 28.83 feet along the Easterly boundary of said Addition and said Right-of-Way line which is a curve to the left having a central angle of 17°23'17", a radius of 95.00 feet and a chord length of 28.72 feet bearing S81°29'41"W;
thence S51°27'59"E 158.76 feet along the Easterly boundary of said Addition;
thence S47°00'45"W 99.42 feet along the Easterly boundary of said Addition;
thence S41°11'39"E 217.89 feet along the Easterly boundary of said Addition to a point on the Northerly Right-of-Way line of Castleford Street;
thence S05°34'00"W 60.00 feet to a point on the Southerly Right-of-Way line of Castleford Street;
thence 96.92 feet along the Southerly right-of-way line of Castleford Street and the Easterly boundary of Southgate 2nd Addition which is a curve to the left having a central angle of 20°52'32", a radius of 266.00 feet and a chord length of 96.38 feet bearing S85°35'17"W to a point on the Easterly right-of-way line of Notting Hill Drive;
thence 60.19 feet along said Right-of-Way line of Castleford Street and the Easterly boundary of said Addition which is a curve to the left having a central angle of 12°57'52", a radius of 266.00 feet and a chord length of 60.06 feet bearing S68°40'07"W to a point on the Westerly Right-of-Way line of Notting Hill Drive;
thence 200.34 feet along the Westerly Right-of-Way line of Notting Hill Drive and the Easterly boundary of said Addition which is a curve to the right having a central angle of 24°25'23", a radius of 470.00 feet and a chord length of 198.83 feet bearing S11°49'20"E;
thence S00°23'21"W 83.71 feet along said Right-of-Way and the Easterly boundary of said Addition line to a point on said boundary;
thence S45°39'59"W 323.42 feet along the Southeastly boundary of said Addition to the Northeast corner of Ridgeview Estates Addition and the TRUE POINT OF BEGINNING.
Said tract containing 21.74 acres.

SURVEYOR'S CERTIFICATE

I, Jack S. Hammond, Professional Engineer and Professional Land Surveyor in the State of Idaho, hereby certify that I have surveyed the Southgate 3rd Addition to the City of Moscow, Idaho as herein drawn and described and that the streets, lots, distances and monuments have been measured and located as herein shown. Witness my hand and seal 28th day of Nov., 2009

Jack S. Hammond Idaho License No.2102



FILINGS

Filed for record this 1th day of Oct, 2009 at 2:35 o'clock P.m. at the request of JEMCA, LLC and recorded in Book 540165 of Plats, page records of Latah County, State of Idaho.

Latah County Recorder



APPROVALS

Examined and approved this 30th day of March, 2009, I hereby certify that taxes and assessments on property shown herein have been paid for 2008 and preceding years this 30th day of March 2009

Latah County Treasurer

Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this 23rd day of April, 2008

Chairman Planning & Zoning Commission

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this 5th day of May, 2008. Dedication of all public streets, easements, parcel "A", and parcel "B" as described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code. Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code.

Mayor City of Moscow, Idaho City Clerk City of Moscow, Idaho

Examined and approved by City Engineer this 31st day of Dec., 2009

City Engineer-City of Moscow, Idaho

Examined and approved by Latah County Surveyor this 30th day of March, 2010

Latah County Surveyor

Sanitary Restrictions as required by Idaho Code, Title 50, Chapter 13, have been Satisfied

Approved by County Sanitarian Date 12/30/09

DEDICATION

JEMCA, LLC, as its sole and separate property, being the owner of the land and premises in the accompanying plat, have caused said land to be subdivided and platted as shown upon said Plat as an addition to the City of Moscow, Idaho, to be known as Southgate 3rd Addition. Said undersigned owners do herewith declare their intentions to include the land located within the boundaries of said plat and they hereby dedicate to the public use all of the easements, Rights-of-Way, and storm water parcel "B" and Parkland parcel "A" as shown upon said plat.

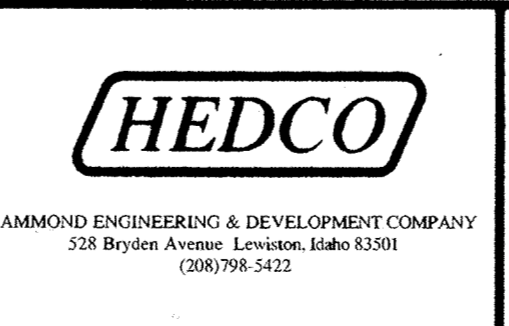
IN WITNESS WHERE OF We do hereby set our hands. This 29th day of December, 2009

Member
Member

STATE OF IDAHO
COUNTY OF LATAH } S.S.

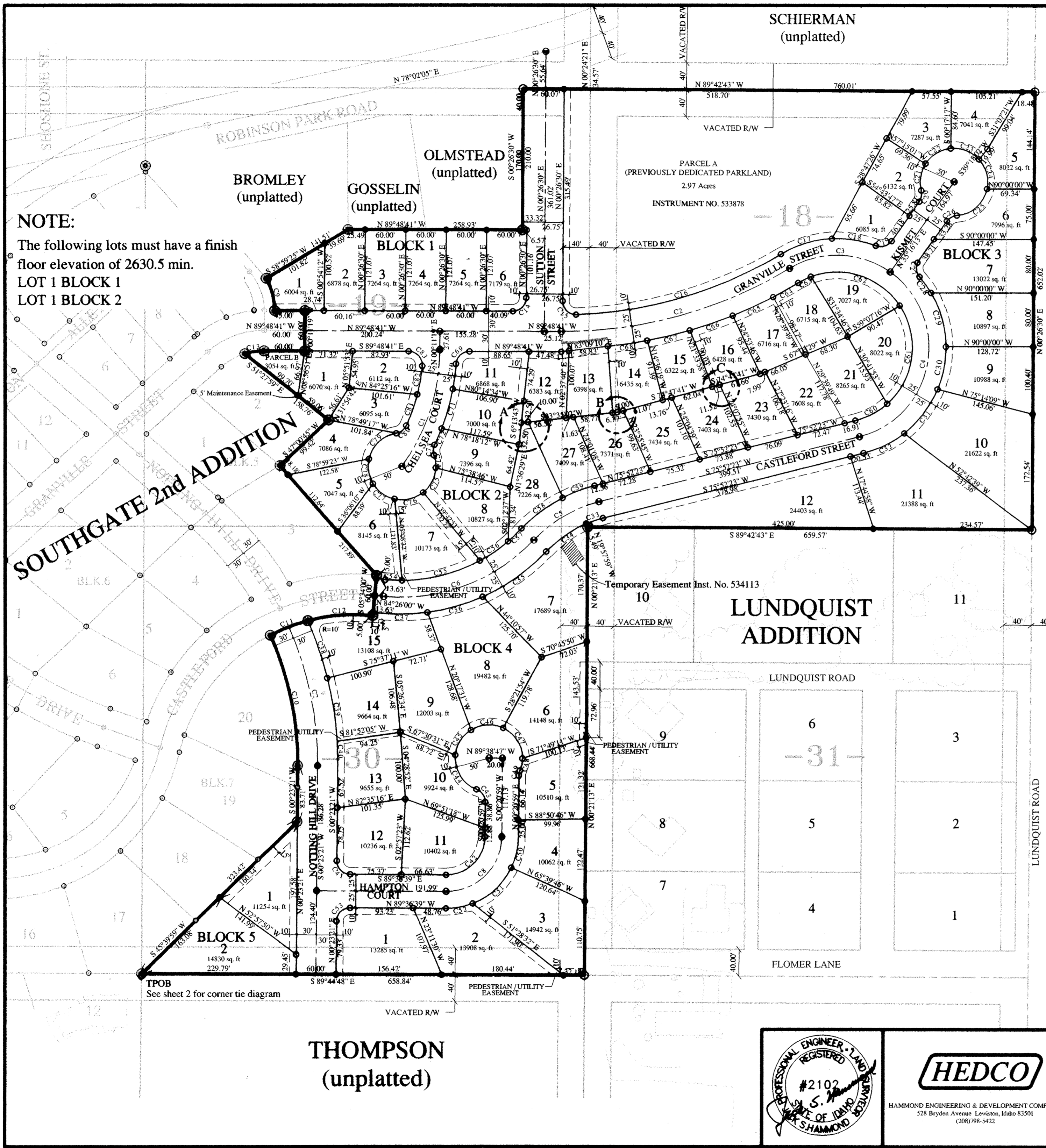
On this 29th day of Dec, 2009, before Leora Frei a Notary Public in and for the aforesaid state, personally appeared before me Mike Salisbury and Edwin Salisbury to me known to be the persons whose names are subscribed on the foregoing dedication and acknowledged to me that they executed the same as their free and voluntary act for the purposes therein mentioned.

Notary Public Residing in Latah
My Commission Expires 8-24-2011



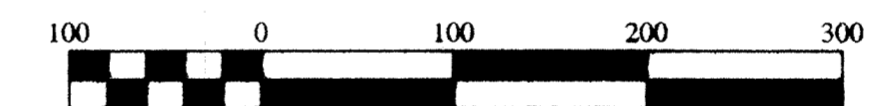
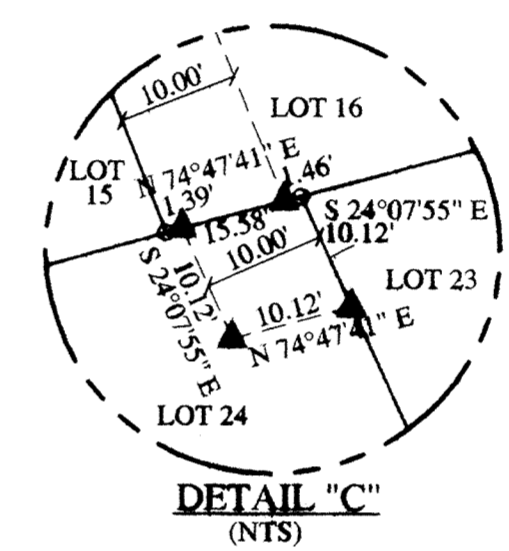
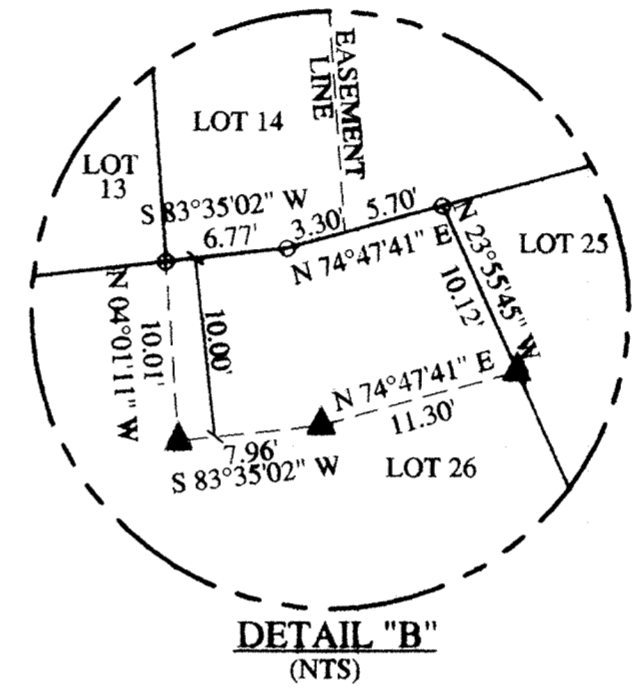
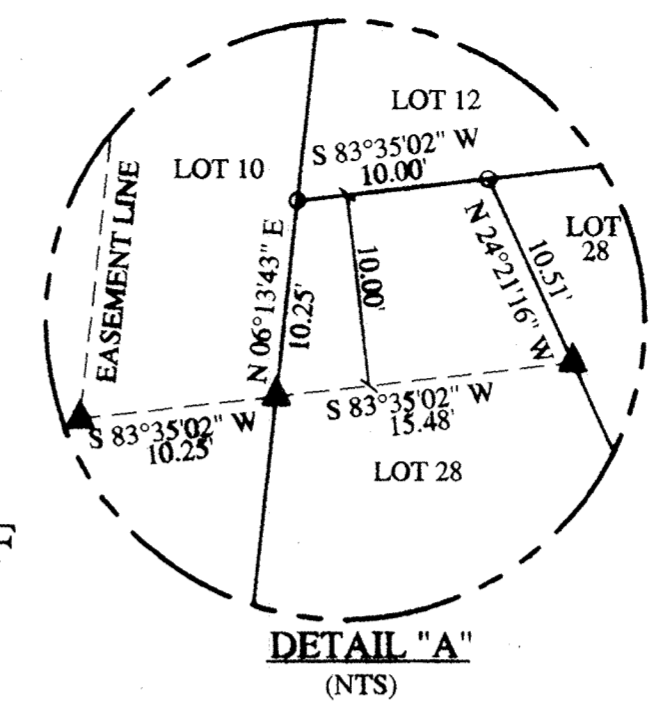
FINAL PLAT
SOUTHGATE 3rd ADDITION
A PARTIAL REPLAT OF THE PLAT OF SECTION 16, T.39 N., R. 5 W., B.M.
TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO
OWNER: JEMCA, LLC

Table with 2 columns: DRAWN BY (MEE), CHECKED BY (JSH), DATE (11-23-09), JOB # (702), SHEET (3 OF 3), DRAWING # (702-P3)



NOTE:
 The following lots must have a finish floor elevation of 2630.5 min.
 LOT 1 BLOCK 1
 LOT 1 BLOCK 2

UNIVERSITY OF IDAHO (unplatted)



LEGEND

- = SET 1/2" DIA. BY 24" LONG REBAR W/ CAP MK'D. "PE/LS 2102" (WILL BE SET BY 10-31-12 AFTER CONSTRUCTION COMPLETION)
 - = SET 5/8" DIA. BY 30" LONG REBAR W/ CAP MK'D. "PE/LS 2102" (WILL BE SET BY 10-31-12 AFTER CONSTRUCTION COMPLETION)
 - = SET CITY OF MOSCOW STANDARD STREET MONUMENT - 2" ALUM. CAP (WILL BE SET BY 10-31-12 AFTER CONSTRUCTION COMPLETION)
 - ⊕ = FOUND CITY OF MOSCOW STANDARD STREET MONUMENT (2" ALUM. CAP ON REBAR)
 - ⊙ = FOUND 5/8" DIA. REBAR
 - = FOUND 1/2" DIA. REBAR
 - = FOUND 1/4 CORNER MONUMENT
 - ▲ = CALCULATED POINTS/ NOTHING SET
 - 18- = SECTION 16 PLAT LOT NUMBERS
 - - - = PUBLIC UTILITY EASEMENT, 10' WIDE UNLESS OTHERWISE NOTED
 - - - = CENTERLINE
 - - - = SUBDIVISION BOUNDARY
 - - - = LOT BOUNDARY
 - - - = PLAT OF SECTION 16
 - - - = PLAT OF SECTION 16 RIGHT-OF-WAY
- * ALL LOTS SHOWN HEREON WILL BE SERVED BY A PUBLIC WATER SYSTEM

THOMPSON (unplatted)



HAMMOND ENGINEERING & DEVELOPMENT COMPANY
 528 Brydon Avenue, Lewiston, Idaho 83501
 (208)798-5422

FINAL PLAT
SOUTHGATE 3rd ADDITION
 A PARTIAL REPLAT OF THE PLAT OF SECTION 16, T.39 N., R. 5 W., B.M.
 TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO
 OWNER: JEMCA, LLC

SCALE	1"=100'
DRAWN BY	MEE
CHECKED BY	JSH
DATE	6-23-08
JOB #	702
SHEET	1 OF 3
DRAWING #	702-P1

LOT LINE CURVES

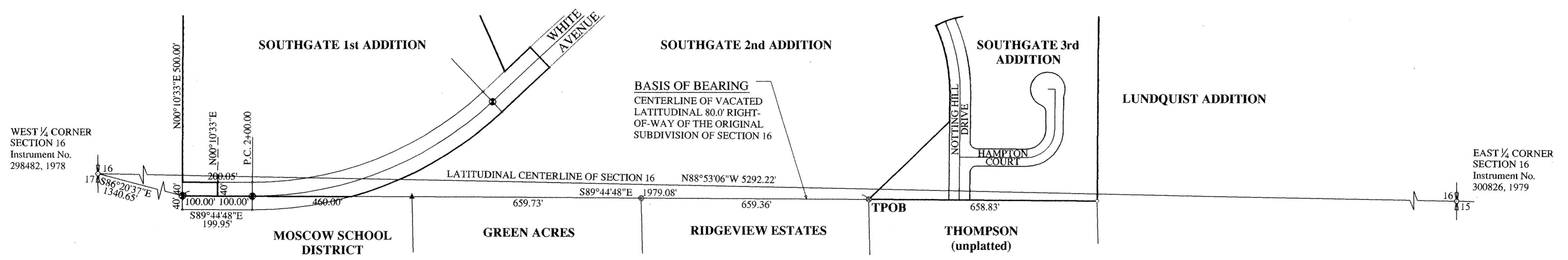
NUMBER	DEFLECTION ANGLE	DEGREE OF CURVE - ARC	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C9	28°25'25"	57°05'25"	N 14°01'29" W	25.42	100.36	49.79	49.28
C10	24°25'23"	12°11'26"	N 11°49'20" W	101.72	470.00	200.34	198.83
C11	12°57'52"	21°32'23"	S 68°40'07" W	30.22	266.00	60.19	60.06
C12	20°52'32"	21°32'23"	S 85°35'17" W	49.00	266.00	96.92	96.38
C13	17°23'17"	60°18'41"	S 81°29'41" W	14.53	95.00	28.83	28.72
C14	89°44'49"	286°28'44"	N 45°18'54" E	19.91	20.00	31.33	28.22
C15	92°19'18"	286°28'44"	S 45°43'08" E	20.83	20.00	32.23	28.85
C16	29°22'01"	09°10'02"	N 73°26'12" E	163.77	625.00	320.34	316.85
C17	28°26'48"	35°19'14"	S 72°58'36" W	41.12	162.22	80.54	79.71
C18	23°46'21"	35°19'14"	N 80°54'50" W	34.14	162.22	67.31	66.82
C19	75°42'10"	286°28'44"	N 73°07'16" E	15.54	20.00	26.43	24.54
C20	49°59'43"	286°28'44"	N 10°16'23" E	9.33	20.00	17.45	16.90
C21	47°27'36"	114°35'30"	S 09°00'19" W	21.98	50.00	41.42	40.24
C22	51°49'15"	114°35'30"	S 58°38'44" W	24.29	50.00	45.22	43.70
C23	53°14'18"	114°35'30"	N 68°49'29" W	25.06	50.00	46.46	44.81
C24	54°11'44"	114°35'30"	N 15°06'28" W	25.58	50.00	47.29	45.55
C25	73°16'29"	114°35'30"	N 48°37'39" E	37.18	50.00	63.94	59.67
C26	49°59'43"	286°28'44"	S 60°16'02" W	9.33	20.00	17.45	16.90
C27	75°42'09"	286°28'44"	S 02°34'52" E	15.54	20.00	26.43	24.54
C28	10°20'31"	35°19'14"	N 35°15'41" W	14.68	162.22	29.28	29.24
C29	29°37'14"	35°19'14"	N 15°16'48" W	42.89	162.22	83.86	82.93
C30	22°57'04"	35°19'14"	N 11°00'21" E	32.93	162.22	64.98	64.55
C31	29°27'51"	35°19'14"	N 37°12'49" E	42.65	162.22	83.42	82.50
C32	23°55'38"	35°19'14"	N 63°54'34" E	34.37	162.22	67.74	67.25
C33	08°33'19"	32°44'26"	S 71°35'44" W	13.09	175.00	26.13	26.11
C34	24°07'54"	32°44'26"	S 55°15'07" W	37.41	175.00	73.71	73.16
C35	22°43'21"	19°25'20"	N 54°32'51" E	59.28	295.00	116.99	116.23
C36	16°36'56"	19°25'20"	N 74°13'00" E	43.08	295.00	85.55	85.25
C37	13°02'32"	19°25'20"	N 89°02'44" E	33.72	295.00	67.15	67.01
C38	09°47'54"	10°48'38"	N 18°49'42" W	45.43	530.00	90.64	90.53
C39	10°19'32"	10°48'38"	N 08°46'00" W	47.89	530.00	95.51	95.38
C40	03°59'35"	10°48'38"	N 01°36'26" W	18.48	530.00	36.94	36.93
C41	90°00'00"	286°28'44"	S 44°36'39" E	20.00	20.00	31.42	28.28
C42	90°02'24"	100°31'08"	N 45°22'10" E	57.04	57.00	89.58	80.64
C43	69°04'32"	286°28'44"	N 34°11'16" W	13.77	20.00	24.11	22.68
C44	74°23'14"	114°35'30"	S 31°31'55" E	37.94	50.00	64.92	60.45
C45	51°58'21"	114°35'30"	S 31°38'52" W	24.37	50.00	45.35	43.82
C46	57°19'23"	114°35'30"	S 86°17'44" W	27.33	50.00	50.02	47.96
C47	65°23'46"	114°35'30"	N 32°20'41" W	32.10	50.00	57.07	54.02
C48	21°46'59"	114°35'30"	N 11°14'42" E	9.62	50.00	19.01	18.89
C49	21°47'12"	286°28'44"	S 11°14'35" W	3.85	20.00	7.61	7.56
C50	25°20'40"	53°32'51"	N 13°01'18" E	24.06	107.00	47.33	46.95
C51	42°56'13"	53°32'51"	N 47°09'44" E	42.08	107.00	80.19	78.32
C52	21°45'31"	53°32'51"	N 79°30'36" E	20.56	107.00	40.63	40.39

LOT LINE CURVES cont.

NUMBER	DEFLECTION ANGLE	DEGREE OF CURVE - ARC	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C53	90°00'00"	286°28'44"	S 45°23'20" W	20.00	20.00	31.42	28.28
C54	05°47'06"	23°23'10"	S 87°19'33" E	12.38	245.00	24.74	24.73
C55	28°10'56"	23°23'10"	N 75°41'26" E	61.50	245.00	120.51	119.30
C56	11°55'17"	23°23'10"	N 55°38'19" E	25.58	245.00	50.98	50.88
C57	06°29'30"	23°23'10"	N 46°25'56" E	13.89	245.00	27.76	27.74
C58	19°25'40"	25°27'53"	S 52°54'01" W	38.52	225.00	76.29	75.93
C59	13°15'32"	25°27'53"	S 69°14'37" W	26.15	225.00	52.07	51.95
C60	27°39'39"	51°03'30"	N 62°02'34" E	27.63	112.22	54.17	53.65
C61	82°01'25"	51°03'30"	N 07°12'02" E	97.59	112.22	160.65	147.28
C62	76°37'59"	51°03'30"	N 72°07'40" W	88.68	112.22	150.09	139.15
C63	10°48'08"	51°03'30"	S 64°09'16" W	10.61	112.22	21.16	21.13
C64	03°40'19"	08°29'18"	N 60°35'21" E	21.64	675.00	43.26	43.25
C65	05°35'28"	08°29'18"	N 65°13'14" E	32.96	675.00	65.87	65.84
C66	05°42'36"	08°29'18"	N 70°52'16" E	33.66	675.00	67.27	67.24
C67	05°30'38"	08°29'18"	N 76°28'53" E	32.48	675.00	64.92	64.89
C68	04°59'54"	08°29'18"	N 81°44'09" E	29.46	675.00	58.89	58.87
C69	86°16'46"	286°28'44"	S 47°02'56" W	18.74	20.00	30.12	27.35
C70	06°38'54"	17°37'46"	N 07°14'00" E	18.88	325.00	37.71	37.69
C71	10°48'55"	17°37'46"	N 15°57'55" E	30.77	325.00	61.35	61.26
C72	04°40'48"	17°37'46"	N 23°42'46" E	13.28	325.00	26.55	26.54
C73	45°22'54"	286°28'44"	S 03°21'43" W	8.36	20.00	15.84	15.43
C74	21°57'02"	114°35'30"	N 08°21'13" W	9.70	50.00	19.16	19.04
C75	48°35'54"	114°35'30"	N 26°55'14" E	22.57	50.00	42.41	41.15
C76	51°09'23"	114°35'30"	N 76°47'53" E	23.93	50.00	44.64	43.17
C77	46°34'54"	114°35'30"	S 54°19'58" E	21.52	50.00	40.65	39.54
C78	43°42'57"	114°35'30"	S 09°11'03" E	20.06	50.00	38.15	37.23
C79	67°35'52"	114°35'30"	S 46°28'22" W	33.47	50.00	58.99	55.63
C80	55°47'00"	286°28'44"	N 52°22'48" E	10.59	20.00	19.47	18.71
C81	10°16'50"	20°50'05"	N 19°20'53" E	24.74	275.00	49.34	49.28
C82	08°58'57"	20°50'05"	N 09°42'59" E	21.60	275.00	43.11	43.07
C83	95°02'12"	286°28'44"	N 42°17'35" W	21.84	20.00	33.17	29.50

CENTERLINE CURVES

NUMBER	DEFLECTION ANGLE	DEGREE OF CURVE - ARC	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	35°25'28"	19°05'55"	N 17°54'03" E	95.81	300.00	185.48	182.54
C2	31°26'07"	08°48'53"	N 74°28'15" E	182.92	650.00	356.62	352.17
C3	66°31'01"	41°45'21"	N 87°59'18" W	89.99	137.22	159.30	150.50
C4	130°36'10"	41°45'21"	N 10°34'18" E	298.35	137.22	312.78	249.33
C5	32°41'13"	28°38'52"	S 59°31'47" W	58.65	200.00	114.10	112.56
C6	52°22'49"	21°13'14"	N 69°22'35" E	132.80	270.00	246.84	238.33
C7	24°27'21"	11°27'33"	N 11°50'19" W	108.36	500.00	213.42	211.80
C8	90°02'22"	69°52'23"	N 45°22'10" E	82.06	82.00	128.86	116.01



CORNER TIE DIAGRAM



FINAL PLAT
SOUTHGATE 3rd ADDITION
 A PARTIAL REPLAT OF THE PLAT OF SECTION 16, T.39 N.,
 R. 5 W., B.M.
 TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO
 OWNER: JEMCA, LLC

SCALE 1"=200'	
DRAWN BY MEE	CHECKED BY JSH
DATE 6-9-08	JOB # 702
SHEET 2 OF 3	
DRAWING # 702-P2	

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Replat a portion of Southgate 3rd Addition

WHEN: Friday April 9th @ 4:00 pm

WHERE: End of Granville St (East of 2724 Granville St)

WHAT: You are invited to a neighborhood meeting regarding a Planned Development for the proposed Southgate Addition. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through April 9, 2021. All questions and comments will be recorded and submitted to the City as part of the subdivision request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Sincerely,

Scott Becker
Project Manager
Hodge and Associates, Inc.

Meeting Attendance Sheet

Project Name: Partial Replat Southgate 3rd Addition
 Project Number: 4373
 Meeting Type: Neighborhood Meeting
 Meeting Location: Granville Street, Moscow, ID
 Meeting Time: April 9, 2021, 4:00 PM

Name	Contact Information
Marty Staley	2830 Granville 208 - MartyStaley@gmail.com 661-9914
Marie Naar	reknar@grnville.com 2836 Granville
Shawna Berlin	Simply.Shawna.marie@gmail.com 2803 Granville St.
Zena Hartung	2809 Hampton Ct. Moscow 360-951-5445 zhartung@gmail.com
CARL DEWING	2824 HAMPTON CT MOSCOW 541 604 0306
Blaine & Shelley Eckles	2833 Hampton Ct. 208-841-8393
Barbara Warnick	1180 Lundquist Lane 509-330-1567
Jin & Kay H. Ho	2815 Hampton Ct
Kim Salisbury	2315 Shelby Ln Moscow
Kelly Riley	2721 Granville Moscow 208 882-2108
Terry Schierman	3151 Robinson PK Rd

Partial Replat Southgate 3rd Addition

Neighborhood Meeting Minutes

Friday, April 9, 2021; 4:00pm

Presenter: Nuri Nimmer, PE; Hodge & Associates, Inc

Meeting Location: Granville Street, Southgate 3rd Addition, Moscow, ID

Meeting Purpose

Provide a project summary for the proposed Partial Replat of Southgate 3rd Addition followed by a question and answer session.

Meeting

The meeting was called to order at 4:00pm.

Nuri Nimmer opened the meeting and described the project scope and related City standards for said work.

Upon completion Nuri addressed the neighbor's questions.

Q: Will this project include connecting Sutton Street to Robinson Park Road?

A: No, this connection will be made at a later time.

Q: Will the Milton Arthur Park be affected in any way by the replat?

A: No, the existing park will not be affected.

Q: There appears to be some wet ground in the area of the replat; what will come of that?

A: Naturally occurring springs and stormwater runoff will be collected and routed to the storm sewer per City standards.

Q: Will you speak more on a Planned Unit Development?

A: A Planned Unit Development (PUD) allows for departure from standard requirements to permit and encourage innovative, economical and attractive development. This PUD will contain single family residences sharing an access road. The access road is narrower than a standard City street and allows for cost efficient construction across the hillside.

Q: Will there be an easement in the PUD and if so what size?

A: There will be an easement and its size and location will be determined as we move forward with design.

Q: Does the developer have a selling price estimate for the new lots?

A: Not available at this time.

Q: Will Granville Street connect to Castleford Street?

A: Unsure how they may connect at this time. Possible parking area for Milton Arthur Park that is accessible from either street or just one street with a path connection to the other.

Q: Will the PUD have a homeowners association (HOA)?

A: Yes, the HOA will own and maintain common amenities that all homeowners use.

Q: When will construction begin?

A: Possibly this summer/fall. Will depend on Replat/PUD review timing, contractor availability, financing, and other considerations.

Q: Does the developer have house plans selected for the new lots and a price range?

A: Not at this time.

Q: Is this development tied in any way to the new development that is planned for on the other side of the hill?

A: The developer of Southgate 3rd Addition is different than the Ridgeview Estates 2nd Addition developer.

Q: When will the Ridgeview Estates 2nd developer begin construction?

A: Possibly this summer.

With no further questions or comments the meeting adjourned at 4:35pm.

Attached, please find a copy of the meeting attendance sheet.

Best regards,

Nuri Nimmer, PE

Hodge & Associates, Inc

Memo

To: Michael Ray, Planning Manager
From: Todd Drage, Engineering Technician
cc:
Date: 2021-08-05
Re: Department Review of the Park Valley Addition Preliminary Re-plat

Upon reviewing the preliminary re-plat for the Park Valley Addition, the Engineering Department has the following recommendations:

- 1) It looks like the road alignment-tie in at Granville Street is pushed slightly to the north of the previous alignment. As a result, it's unclear if the public utility easement shown at the top of lot 3, block 1 connects to the existing cleanly. Recommend verifying that the two easement lines match and transition smoothly.
- 2) The block for the three lots to the east does not appear to be labeled.
- 3) Idaho Code Title 50, Chapter 13 states that you are permitted to plat over existing platted property, but not public right-of-way (ROW). As a result, the public ROW will need to go through the vacation process.

This concludes our comments for this preliminary application. Please let me know if you have any questions or comments.

Regards,

Todd Drage

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A FOUR POINT FIVE NINE (4.59) ACRE AREA OF LAND GENERALLY LOCATED EAST OF THE CURRENT TERMINUSES OF GRANVILLE STREET AND CASTLEFORD STREET, KNOWN AS PARK VALLEY ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on June 25, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on August 11, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 7.56-acre parcel that is currently vacant and is platted as Phase III of Southgate 3rd Addition. The subject property is surrounded by University of Idaho's Parker Farm to the east, prior Southgate Additions to the west, Milton Arthur Park and residential properties to the north, and residential properties within the Area of City Impact to the south.
3. The subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,

“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

4. All of the surrounding properties are also designated as Auto-Urban Residential, with the exception of Milton Arthur Park to the north which is designated as Parks and Open Space.

5. The subject property is currently designated as a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3). The applicant has submitted a rezone proposal concurrently with the proposed preliminary plat to rezone the subject property to the Medium Density Residential (R-3) Zone.
6. According to the City of Moscow Zoning Code, the purpose of the R-3 Zoning District is to:
“Provide for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.”
7. Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.
8. As part of the original Southgate 3rd Addition rezone that occurred in 2008, there was a condition that was placed upon the current R-3 designation by Ordinance 2008-04. The condition was that the R-3 Zoning District be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 on Southgate 3rd Addition Plat. Those three lots are located within Chelsea Court which is within Phase II of the development.
9. The applicant is proposing to subdivide the existing 4.59-acre area to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision. All of the proposed lots meet the minimum lot size of 6,000 sf and minimum lot width of 60 feet for the R-3 Zoning District.
10. Water service is proposed to be extended via existing water mains that have been extended to the current terminus of Granville Street and Castleford Street in Southgate 3rd Addition Phase II. A new water main will be extended off of the existing and will extend along the Castleford Street alignment to serve the proposed subdivision.
11. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 12 lots could be reasonably anticipated to use approximately 5.24 million gallons of water per year (12 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.12 M gallons/year).
12. Sanitary sewer currently exists within the Granville Street alignment and currently terminates at the Phase II boundary of Southgate 3rd. Sanitary sewer mains will be extended through Granville and Castleford Streets to the eastern subdivision boundary.
13. Storm Sewer will be conveyed through the subdivision through a main in Granville and Castleford Streets which will connect to the existing stormwater system in Southgate 3rd Addition.
14. The subject property is located adjacent to Granville Street and Castleford Street which are designated as local neighborhood streets. The sections Granville Street and Castleford Street adjacent to the subject property are developed as a 28-foot-wide roadway with curb, gutter, and sidewalks on both sides of the street. On-street parking is only permitted on one side of the street.
15. The proposed continuation of Granville Street is also proposed to utilize the 28-foot-wide local neighborhood street section until the “T” intersection with Castleford Street. Castleford Street is proposed to transition into the 36-foot-wide local neighborhood street section which includes parking on both sides of the street.

16. The applicant is proposing a pedestrian path which would connect Castleford Street with Milton Arthur Park at the common property line of Lots 3 and 4 of Block 1.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Medium Density Residential (R-3) Zoning District, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential.
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Granville Street and Castleford Street. Water and sewer services are proposed to be extended throughout the subdivision from the existing mains at the current terminuses of Granville Street and Castleford Street. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the four point five nine (4.59) acre area of land generally located east of the current terminuses of Granville Street and Castleford Street with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
25th day of August, 2021.



Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting ~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

**Wednesday
August 11, 2021**

7:00 PM

**Council Chambers
206 E Third Street**

The meeting was called to order at 7:00 PM

MEMBERS PRESENT: Robb Parish, Chair; Rich Beebe, Scott Gropp, Joel Hamilton, Michael Nelsen, Victoria Seever, Dennis Wilson
MEMBERS ABSENT: Drew Davis, Nels Reese
OTHERS: Gina Taruscio
STAFF: Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of July 28, 2021 Minutes

Seever moved for approval of the minutes as presented, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

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

None.

3. Public Hearing: Proposal for a Rezone of a 7.56-Acre Area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0026

Rezoning of the subject property from the current combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) Zone.

Ray presented the rezone proposal as described above, and recommended approval with the zone be limited to only detached single-family homes.

Public Hearing opened at 7:08 PM

Scott Becker (applicant), Moscow, explained that the developer did not have any issues with the condition, as detached single-family houses is part of their plan. They decided to request the change to R-3 because one portion of the plat is too steep to easily accommodate street standards, so it was decided to create a PUD which required the change to R-3.

Marty Staley, Moscow, asked about property taxes and the impact of new developments for the current neighborhood homeowners. Spoke about the sidewalks and streets that are in disrepair, as well as concern

for repaving the streets once the construction of the new development is concluded. Expressed concern about water conservation in the City of Moscow.

Carl DeWing, Moscow, had questions about the rezone related to the number of lots proposed. There will be a reduction of the number of lots proposed in the replat, which would presumably reduce the traffic volume from what was originally platted.

Norm Metzker, Moscow, spoke in favor of the development. Commented that the proposal was one the best plans that he has seen recently.

Scott Becker (applicant), Moscow, went into detail about the rezone request, explaining that the proposal would eliminate the island of R-2 in the middle of the subdivision plat.

Public Hearing closed at 7:13 PM

The Commission discussed the one condition recommended by Staff, and ultimately agreed with the proposal.

Hamilton moved to recommend approval of the Rezone with one condition, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Hamilton moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposed Preliminary Subdivision Plat of a 4.59-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0027

Proposed Preliminary Subdivision Plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision.

Ray presented the preliminary plat proposal as described above, and recommended approval with no conditions. There was an Engineering recommendation that will be addressed in the construction drawings for the Final Plat.

Public Hearing opened at 7:20 PM

Scott Becker (applicant), Moscow, expanded on the grading issues with the previous subdivision plat. The proposed layout would also decrease the amount of impervious surface, which would bring down the required roadway construction. This would have the benefit of lowering building costs and the possibility of passing those savings on to the buyers. The number of lots in the proposed plat is less than previously planned, so the lots will have more square feet.

Kathy Dawes, Moscow, expressed concern about the agenda items 4 through 7 regarding new subdivision developments. Commented on water conservation and the possible effect of people living in Moscow, as well as the growth limits on the current resources. She requested information on how many housing units the Commission has approved in the last couple of months. The estimated annual growth of Moscow compared to the proposed developments was addressed, as well as the impact on City services and property taxes.

David Hall, Moscow, asked about Sutton Street, which would be built north from Granville Road to Robinson Park Road as part of the proposed plat. Pointed out that traffic from adding that road might have an impact on current traffic on Robinson Park Road.

Marty Staley, Moscow, inquired about the selling price for the houses and the lots.

Scott Becker (applicant), Moscow, addressed the comments regarding water conservation. Explained that the proposed plat reduced the number of lots and would lessen water use, compared to what was platted before.

Public Hearing closed at 7:28 PM

Commissioners echoed the concern for water conservation and the impact of growth on the aquifer. The audience was addressed, with the Commission explaining that they look at every proposal diligently and with the Comprehensive Plan in mind. There was some discussion about possible routes that the public might utilize in approaching a water conservation concern. The process for calculating property taxes was reviewed, as well as the annual number of homes that are usually built. The market growth in the City of Moscow versus Latah County was discussed.

Wilson moved to recommend approval of the Preliminary Plat with no conditions, seconded by Gropp. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Nelsen moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

5. Public Hearing: Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0028

Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision.

Ray presented the preliminary plat and PUD proposal as described above, and recommended approval with four conditions from the Engineering department. One condition is to extend the public utility easement to allow access for franchise utilities along the front of the properties, and another condition is to verify that the private street will meet the requirements on City Standard Drawing No. 3. The other conditions are in regards to manhole access and the separation width needed between sewer and water service lines.

Public Hearing opened at 7:44 PM

Scott Becker (applicant), Moscow, went into detail about why the PUD was chosen because it allowed the roadway to be narrower, but they were still able to keep to the City grading standards accommodate for fire truck access. He gave a quick overview of the grading needed and what was proposed. The house plans included in the application are preliminary, but changes could possibly happen before the Final Plat stage.

Public Hearing closed at 7:47 PM

The Commission conversed regarding the PUD and plat, with special consideration of the topography.

Nelsen moved to recommend approval of the Preliminary Plat with four conditions, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Wilson moved to recommend approval of the PUD with no conditions, seconded by Gropp. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to direct Staff to draft the Relevant Criteria and Standards for both the Plat and the PUD, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

6. Proposed Final Subdivision Plat for a 17.2-acre area generally located east of the intersection of Third Street and Mountain View Road within the City of Moscow - Harvest Hills 2nd Addition: LUP2021-0033

Proposed Final Plat of a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition.

Ray presented the proposed Final Plat as described above, and recommended approval to City Council with no conditions.

Seever moved to recommend approval of the Final Plat with no conditions, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

7. Proposed Final Planned Unit Development (PUD) and Final Subdivision Plat for 2.16-acre parcel located at 1606 E. Third Street within the City of Moscow – Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD: LUP2021-0032 & LUP2021-0034

Proposed Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.

Ray presented the proposed Final Plat and Final PUD as described above, and recommended approval to City Council with no conditions.

Seever moved to recommend approval of the Final Plat and Final PUD with no conditions, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

8. Approval of Reasoned Statement of Relevant Criteria and Standards

Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 2.68-acre Property to be Annexed into the City of Moscow and Generally Located South of Robinson Park Road and East of the Current City Limits Boundary within the City of Moscow: Permit Application LUP2021-0031

- 1. Retaining the Current Comprehensive Plan Land Use Designation of Auto-Urban Residential.*
- 2. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.*

Wilson moved to approve both of the Reasoned Statement of Relevant Criteria and Standards, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission Meeting

The Transportation Commission will meet August 12 to review a number of preliminary subdivision plats.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

Next Planning & Zoning Commission regular meeting is scheduled for August 25, 2021.

The meeting adjourned at 8:02 PM

Robb Parish, Chair

CITY COUNCIL STAFF REPORT

DATE: Monday, October 18, 2021



AGENDA ITEM TITLE

Public Hearing: Sierra Vista Planned Unit Development and Preliminary Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Mike Salisbury, is requesting a proposed preliminary subdivision plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision. The subject property was originally platted as Phase III of the Southgate 3rd Addition and the applicant is requesting a rezone, re-plat, and Planned Unit Development (PUD) on the property. The Planning and Zoning Commission conducted a public hearing on August 11, 2021 and recommended approval of the PUD and preliminary plat request with 4 conditions.

STAFF RECOMMENDATION

After conducting the public hearing and upon consideration of testimony received:

1. Approve the PUD for Sierra Vista.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards.
3. Approve the preliminary plat with the four (4) conditions recommended by the Planning and Zoning Commission and the additional condition that a right-of-way vacation request be approved by City Council prior to final plat.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS:

After conducting the public hearing and upon consideration of testimony received:

1. Approve the PUD for Sierra Vista; or approve the PUD with conditions; or reject the PUD; or take other such action deemed appropriate.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria and Standards; or direct Staff to prepare a Reasoned Statement of Relevant Criteria and Standards for the Council's consideration at a future meeting.
3. Approve the preliminary plat with the four (4) conditions recommended by the Planning and Zoning Commission and the additional condition recommended by Staff; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. Sierra Vista Packet
4. P&Z RCS
5. P&Z Minutes

CITY OF MOSCOW
COMMUNITY PLANNING AND DESIGN DEPARTMENT
STAFF REPORT

HEARING DATE: October 18, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0028

Attachments:

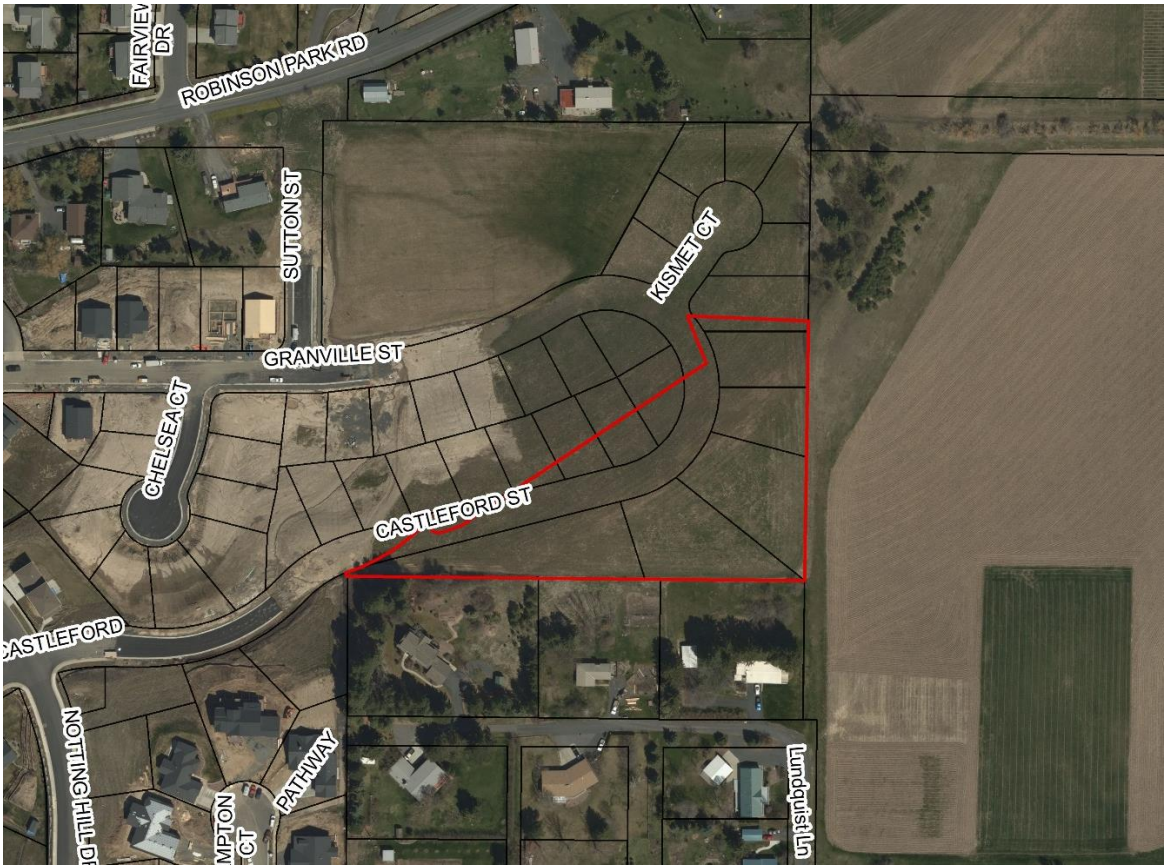
1. Notice of Public Hearing
2. Application for Planned Unit Development
3. Planned Unit Development Materials
4. Application for Preliminary Plat
5. Proposed Preliminary Plat
6. Neighborhood Meeting Materials

Prepared by: Mike Ray, AICP – Planning Manager

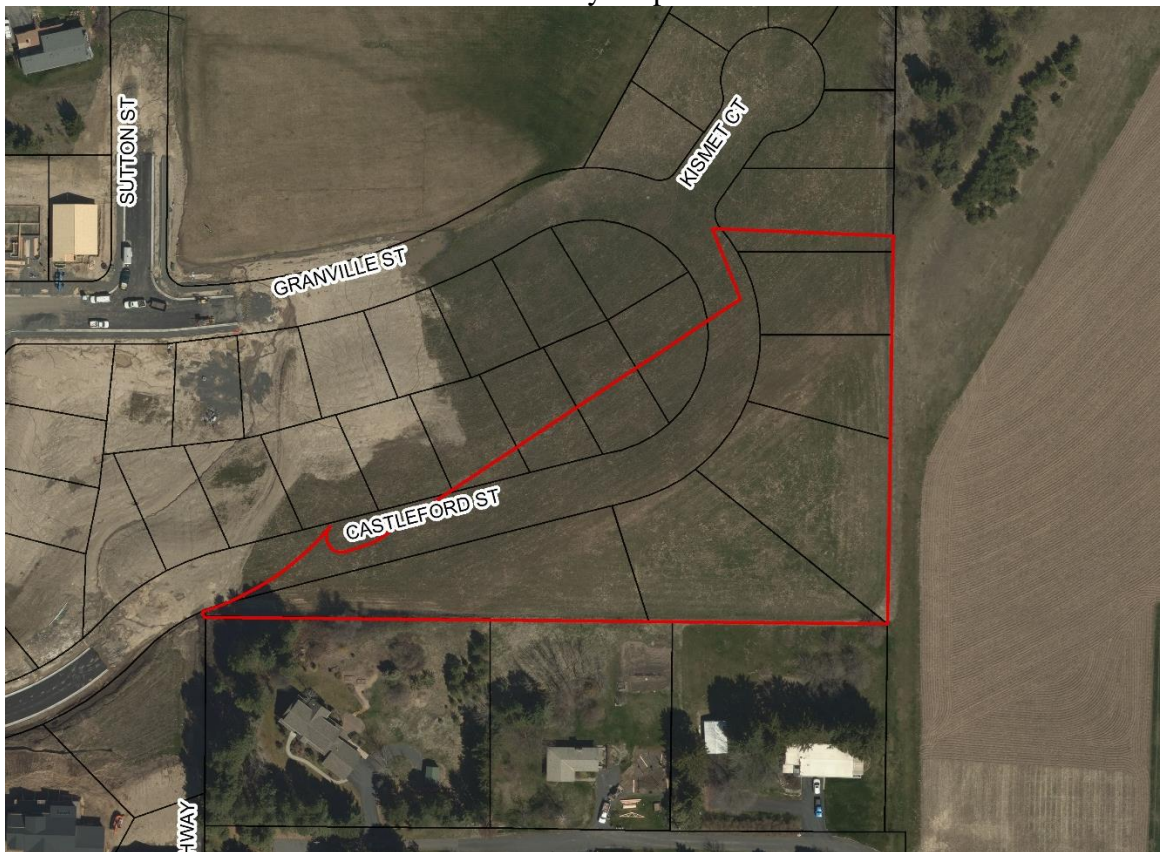
STAFF REVIEW

Proposal: The applicant, Mike Salisbury, is requesting a proposed preliminary subdivision plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision. The subject property was originally platted as Phase III of the Southgate 3rd Addition and the applicant is requesting a rezone, re-plat, and Planned Unit Development (PUD) on the property.

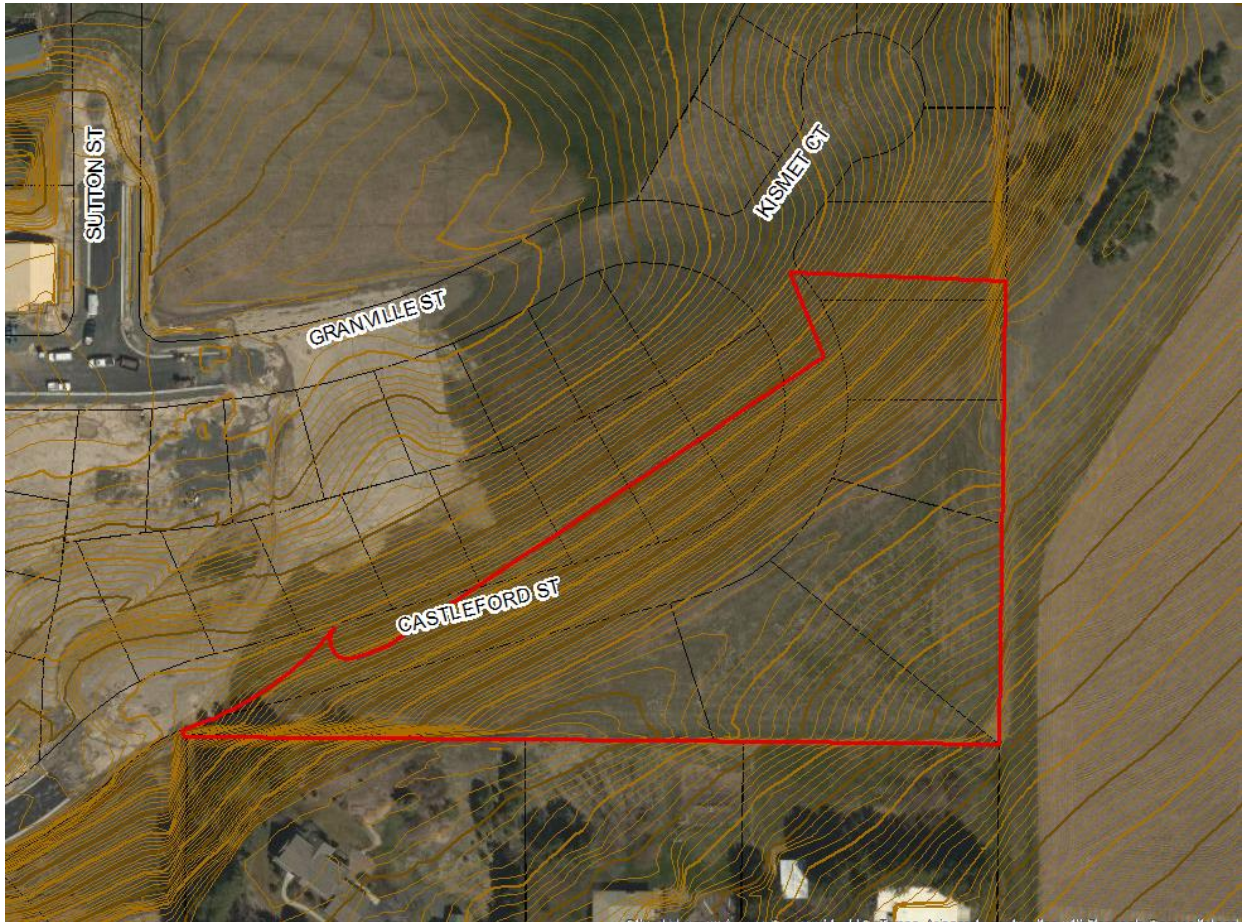
Site and Area Land Use: The subject property is a 2.97-acre area that is currently vacant is platted as Phase III of Southgate 3rd Addition. The subject property is surrounded by University of Idaho's Parker Farm to the east, prior Southgate Additions to the west, Milton Arthur Park and residential properties to the north, and residential properties within the Area of City Impact to the south.



Vicinity Map



Aerial



Topography Map

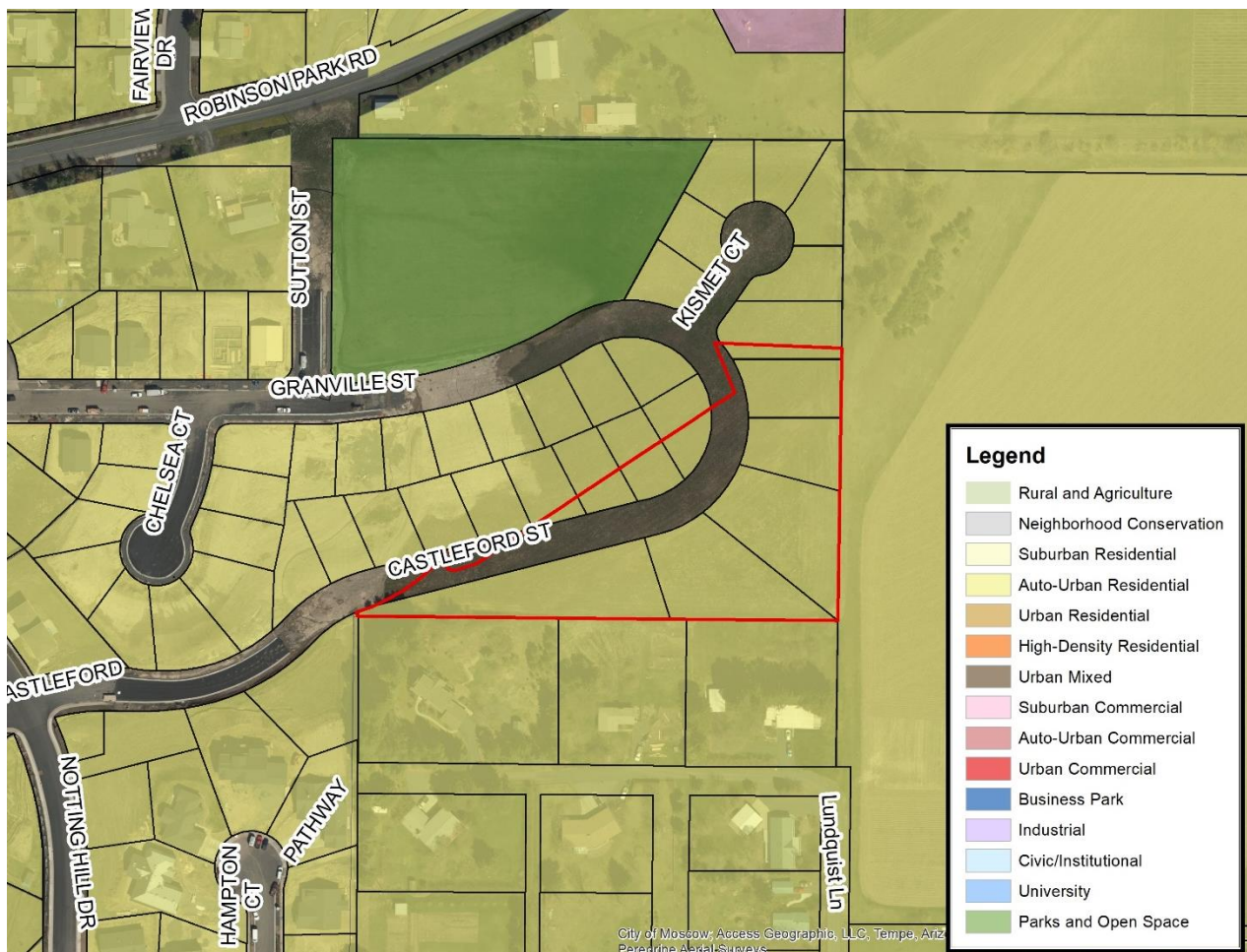
Comprehensive Plan Land Use Designation:

The subject property is currently designated by the 2019 Comprehensive Plan as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas are,

“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

All of the surrounding properties are also designated as Auto-Urban Residential, with the exception of Milton Arthur Park to the north which is designated as Parks and Open Space.

The Comprehensive Plan designates Granville Street and Castleford Street as local neighborhood streets. All other surrounding streets are also designated as local neighborhood streets.



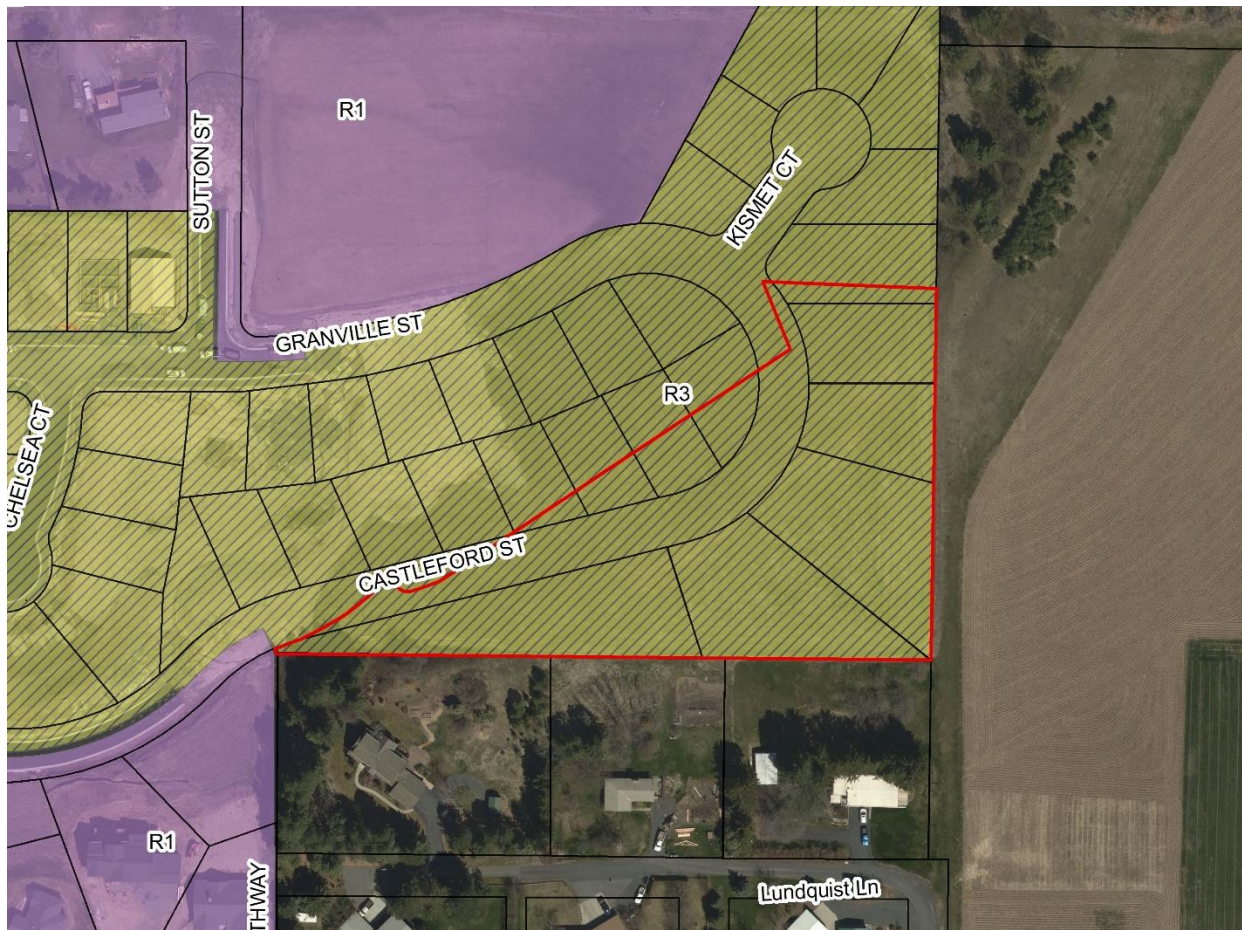
Current Comprehensive Plan Land Use Designations

Zoning: The subject property is currently designated as a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3). The applicant has submitted a rezone proposal concurrently with the proposed preliminary plat to rezone the subject property to the Medium Density Residential (R-3) Zone.

The Medium Density Residential (R-3) Zoning District provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.

Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.

As part of the original Southgate 3rd Addition rezone that occurred in 2008, there was a condition that was placed upon the current R-3 designation by Ordinance 2008-04. The condition was that the R-3 Zoning District be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 on Southgate 3rd Addition Plat. Those three lots are located within Chelsea Court which is within Phase II of the development.



Proposed Zoning

Preliminary Plat: The applicant is proposing to subdivide the existing 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision. All of the proposed lots meet the minimum lot size of 6,000 sf and minimum lot width of 60 feet for the R-3 Zoning District.

PUD: The applicant is proposing to construct 8 single family dwellings that will be on separately platted lots and will be accessed via a private street. The primary reason for the PUD request is to allow a private street which serves the proposed lots and also a reduction in setbacks because of challenging topography.

The proposed single family lots range from 9,189 to 19,589 square feet in size and the buildings are of similar design as the homes that have already been constructed within Southgate 3rd Addition. There are six building plans that have been chosen to fit within the design of each lot. The houses range between one story and three stories with the square footage ranging between 860 to 4,319 square feet.

The setback requirements for the R-3 Zone are a minimum of 15 feet in the front, with the exception of the garage door which is required to be 20 feet if facing the street; a minimum of 5 feet on the

side, but both sides are required to equal 15 feet; and 20 feet at the rear yard. The applicant is proposing a 10 foot setback at the front to accommodate for the challenging topography of the site.

The base density requirement of the R-3 Zone 9.5 dwelling units per acre. With 8 dwelling units being proposed on 2.97 acres, the proposed density is 2.7 dwelling units per acre which is under the base density requirement. Therefore, no density bonuses are required as part of the PUD.

Water and Sewer: Water service is proposed to be extended via water mains that will be extended along the Castleford Street extension. A water main will then be extended along the proposed private street to serve the proposed lots.

It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 8 lots could be reasonably anticipated to use approximately 0.74 million gallons of water per year (8 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 0.74 M gallons/year).

Sanitary sewer will be extended to the future main within Castleford Street via an easement on Lot 1 and an easement on Lot 1 Block 2 of the proposed Park Valley Addition to the north. Storm Sewer will be conveyed along the same alignment as the sanitary, through sewer easements on individual lots.

Access, Streets, Traffic: The subject property is located to the east of Castleford Street which is proposed to be extended with the Park Valley Addition. A private street is proposed to connect to Castleford Street and serve the 8 lots. The private street will meet the City's private street standard which includes a 20-foot-wide paved surface, curbing, and a sidewalk on the north side of the street. The applicant is proposing that the private street terminate with a hammerhead turnaround which will meet fire code requirements.

Parkland Dedication: Parkland dedication requirements have previously been satisfied with the dedication, grading, and hydroseeding of Milton Arthur Park, so no further dedication is required.

Input From Other Departments:

Engineering Division: The Engineering Department has provided comments within the attached August 5, 2021 memo from Todd Drage, Engineering Technician.

RELEVANT CRITERIA & STANDARDS:

1. The proposed subdivision is in conformance with all applicable City Code requirements.
 2. The proposed subdivision is in general conformance with the Comprehensive Plan.
 3. Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.
 4. The proposed subdivision will not be detrimental to the public health, safety, or general welfare.
-
1. The proposed PUD is consistent with the Comprehensive Plan.
 2. The proposed PUD is consistent with the intents and purposes of this Chapter.

3. The proposed PUD is compatible with the character and uses in the surrounding area.
4. Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.
5. The proposed PUD will not endanger the public health or safety.
6. The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.

RECOMMENDATIONS:

The Planning and Zoning Commission conduct the public hearing from the proposed PUD and preliminary plat on August 11, 2021 and recommended approval of the proposed PUD with no conditions and recommended approval of the preliminary plat with the following four conditions:

- a. Engineering:
 - i. The public utility easements adjacent to the private street shall connect to public utility easements in the proposed Park Valley Addition.
 - ii. The proposed easements that contain storm and sanitary sewer lines shall be increased to 30 feet in width to provide adequate access and separation.
 - iii. Vehicular access shall be provided to every other manhole, which is currently not possible for the manholes at the rear of Lot 1.
 - iv. The proposed private street shall meet the requirements on City Standard Drawing No. 3, including but not limited to vertical and horizontal alignments requirements, fire hydrant access width requirements, and shoulder slope requirements.

Conduct the public hearing upon the Planned Unit Development and preliminary plat and upon consideration of any testimony presented:

1. Approve the PUD for Sierra Vista Addition and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.
2. If the PUD is approved, approve the preliminary plat for Sierra Vista Addition with conditions and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for a Rezone, Replat, and Planned Unit Development (PUD) for a 7.56-Acre Area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow as shown on the Vicinity Map Below.

Permit Applications LUP2021-0026, LUP2021-0027, LUP2021-0028, and LUP2021-0029

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

1. Rezoning of the subject property from the current combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) Zone.
2. Proposed Preliminary Subdivision Plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision.
3. Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision.

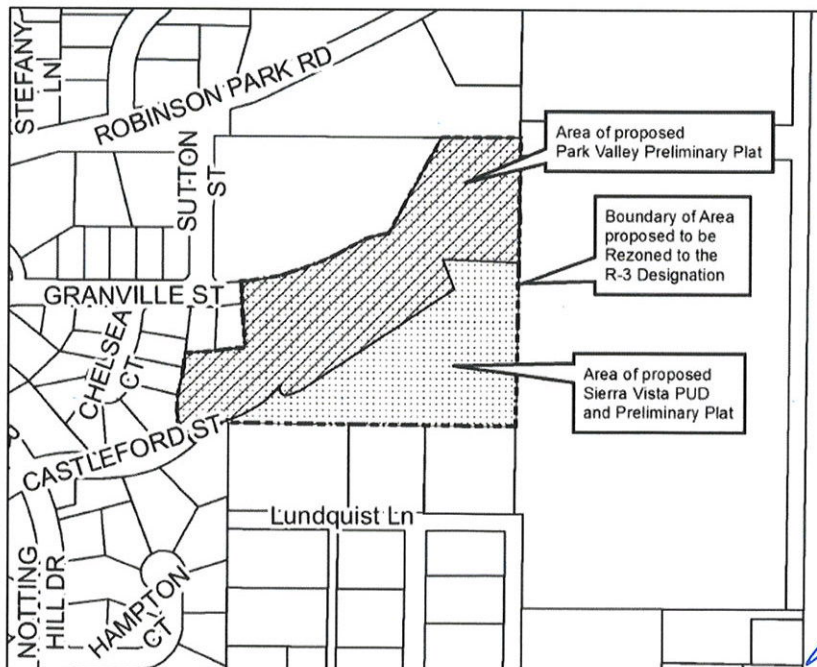
The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Rezone, PUD, and Preliminary Plats on August 11, 2021 and recommended approval with five (5) conditions.

MEETING DATE: Monday, October 18, 2021

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 the 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 Planning & Design Department located in the Paul Mann Building, 221 East Second 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. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>

Laurie M. Hopkins, Moscow City Clerk

Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, October 2, 2021



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$895	
Receipt Number			

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:

Name: Mike Salisbury , Manager, Jemca LLC Telephone: 208-301-2370

Complete Address: 2315 Shelby Lane Moscow ID 83843

E-Mail: _____ Fax: _____

OWNER: (if other than applicant)

Name: Jemca LLC Telephone: 208-301-2370

Complete Address: 2315 Shelby Lane Moscow ID 83843

E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Scott Becker Telephone: 208-882-3520

Complete Address: 405 S Washington St. Moscow, ID 83843

E-Mail: scottbecker@moscow.com Fax: _____

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

PROPERTY:

- Proposed Subdivision Name: Sierra Vista
- Address(as) or Parcel Number(s): Portions of Block 2&3 of Southgate 3rd
- Legal Description: *Please attach copy of full description.*
- Gross area of all land involved: 2.97 acres, and/or _____ sq. ft.
- Total Net Area of land area exclusive of proposed or existing public street and other public lands:
2.97 acres, and/or _____ square feet.
- Total number of lots: 8 Average lot size: 14,307 SF
- Existing Zoning of subject property: R1

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

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

PROJECT DESCRIPTION:

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

100 % single family residential

PRELIMINARY PLAT CHECKLIST:

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

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

SUBMITTAL:

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

- Completed application.
- Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
- Payment of application fees.
- One full-sized Preliminary Plat Map and one electronic copy.

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



Applicant's Signature

June 16, 2021

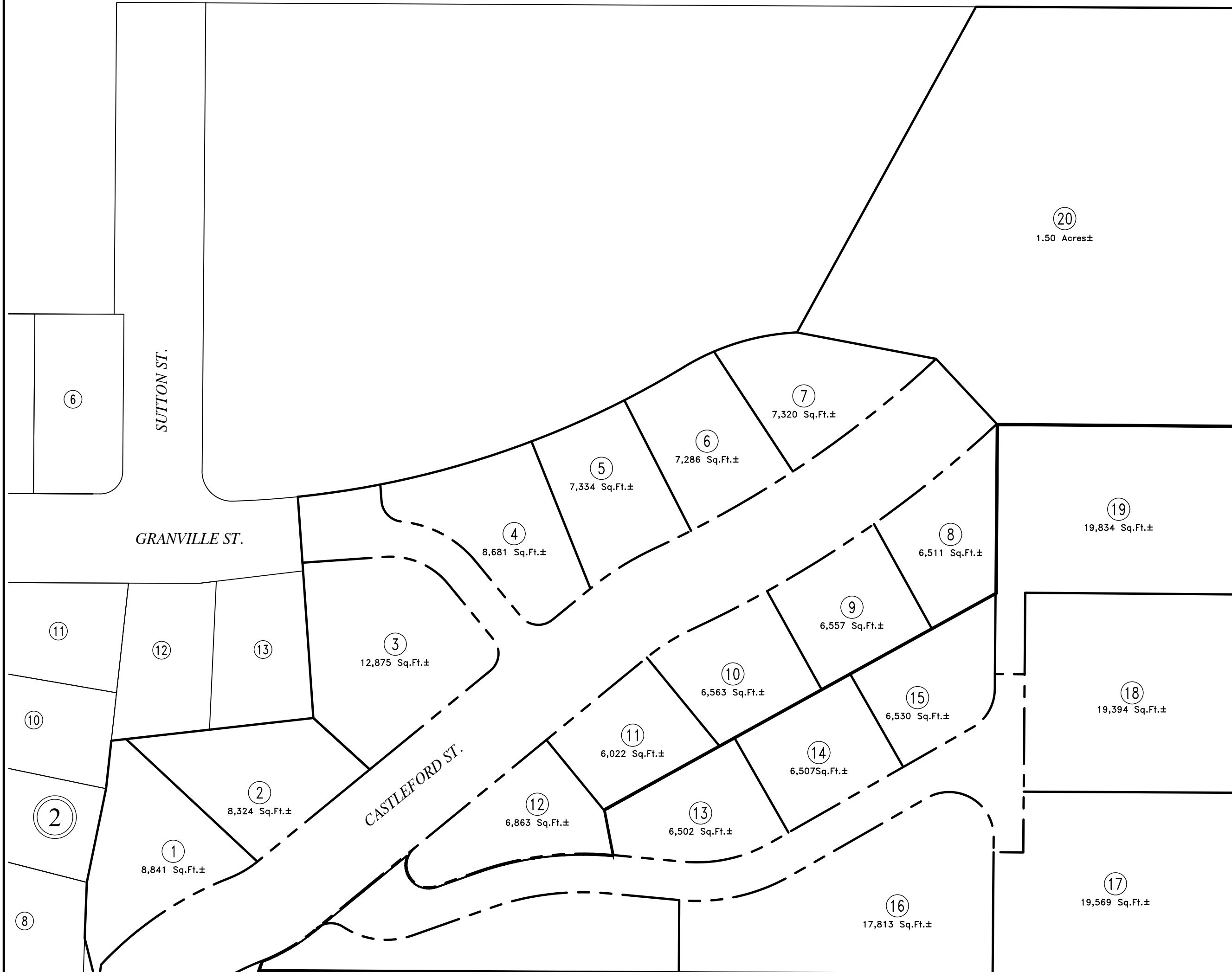
Date



Property Owner's Signature (if different)

June 16, 2021

Date



Survey References:

- a

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Rick Taylor in August 2020.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found X corner of X and the found X corner of X, said bearing being X°XX'XX"X.

Surveyor Narrative

- The purpose of this survey was to locate, monument and map the boundaries of SUBJECT PARCEL, per DEED, Instrument #XXXXXX, and to achieve some other objective, as shown hereon.
- The X line of X was located to establish the Basis of Bearings and primary boundary control. The Parcel described in DEED was rotated to project basis and located accordingly.

Legend

- Set Monument
- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found Iron Pipe
- Found 5/8" Diameter Rebar
- Calculated Position
- Scribe in Concrete
- Found Centerline Monument
- Found Right-of-Way Monument
- Found Stone
- Block Number
- Lot Number
- Record Data - See Survey References
- Boundary Line
- Lot Line
- Fence Line
- Section/Section Subdivision Line
- Centerline
- Right-of-Way
- Easement

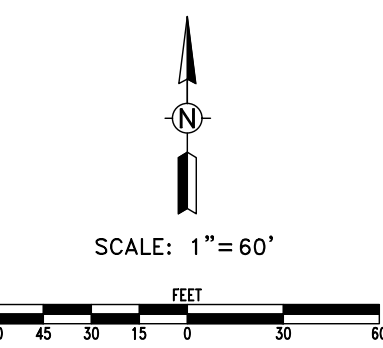
NO. _____ AT THE REQUEST OF: _____

DATE & HOUR: _____

_____ M.

HENRIANNE WESTBERG
LATAH COUNTY RECORDER

FEE \$ _____ BY _____



P.O. Box 8728
405 S. Washington Street
Latah County, Idaho 83845
(208) 882-3520

RIM ROCK CONSULTING, INC.
Land Surveying
Site Mapping

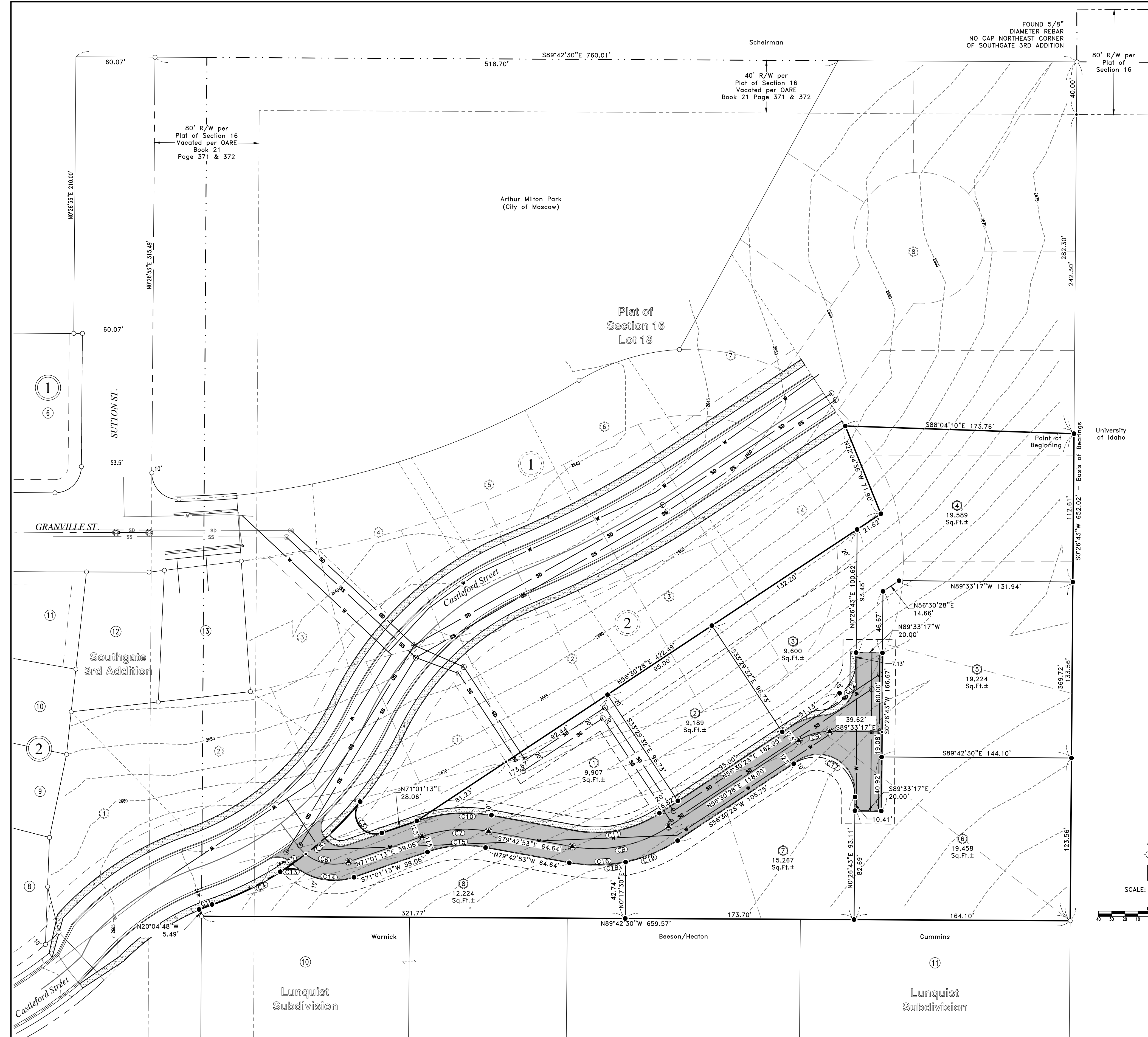
PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR
LICENSE #17534
MICHAEL E. DAHLIN

Record of Survey for:
Name
Latah County, Idaho

Drafted by:	SW
Checked by:	DEP
File Name:	235 NM Map.dwg
Tab:	Layout
Plot Style:	Default.ctb
Project:	30-- Mo Yr
Date:	4/8/21

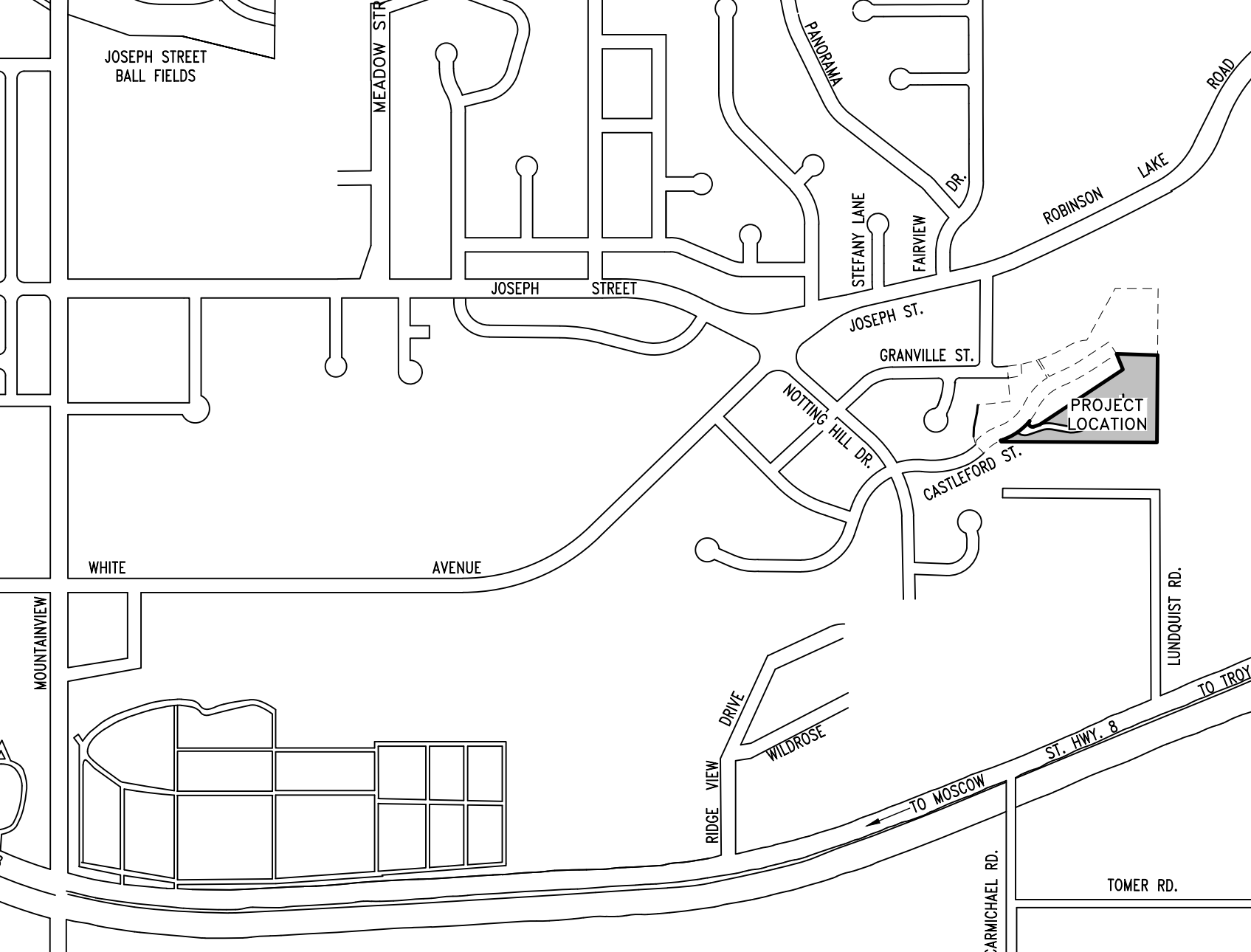
1 of 1



Legal Description
 A parcel of land located in Portions of Blocks 2 & 3 of Southgate 3rd Addition to the City of Moscow, Instrument #540165, Latah County Records, Portions of which are in Lot 18 of the Plat of Section 16, Book 2 of Plats, Page 36, Latah County Records, in the Northwest Quarter of the Northeast Quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:
 Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 16 and the northwest corner of Southgate 3rd Addition;
 Thence along the common east line thereof, S00°26'43"W, 40.00 feet to the northwest corner of Lot 18 of the Plat of Section 16;
 Thence continuing along said common east line and along the east line of said Lot 18, S00°26'43"W, 242.30 feet to the Point of Beginning;
 Thence continuing along said common east line and along the east line of said Lot 18, S00°26'43"W, 369.72 feet to the common southeast corner of the Northwest Quarter of the Northeast Quarter of Section 16, Said Lot 18 and of Southgate 3rd Addition;
 Thence along the common south line of said Northwest Quarter of the Northeast Quarter, of Said Lot 18 and said Southgate 3rd Addition, N89°42'30"W, 659.57 feet to the common southwest corner of said Northwest Quarter of the Northeast Quarter and of Said Lot 18;
 Thence leaving the south line of said Northwest Quarter of the Northeast Quarter and of Said Lot 18 and continuing along the south line of said Southgate 3rd Addition, N20°04'48"W, 5.49 feet;
 Thence 10.60 feet along a non-tangent curve to the right, said curve having a Delta = 3°28'18", Radius = 175.00 feet, Chord = 10.60 feet and a Chord Bearing = N69°03'31"E;
 Thence 138.64 feet along a curve to the left, said curve having a Delta = 31°09'04", Radius = 255.00 feet, Chord = 136.94 feet and a Chord Bearing = N55°13'07"E;
 Thence 38.91 feet along a non-tangent curve to the left, said curve having a Delta = 148°37'21", Radius = 15.00 feet; Chord = 28.88 feet and a Chord Bearing = S34°40'06"E;
 Thence N71°01'13"E, 28.06 feet;
 Thence N56°30'28"E, 422.49 feet;
 Thence N22°04'36"W, 71.90 feet;
 Thence S88°04'10"E, 173.76 feet to the Point of Beginning.
 Parcel contains 2.97 acres more or less.

Notes
 1. Plat area is currently Zoned R1, R2 & R3, as shown hereon. The replatted lots are to be Zoned R3. Surrounding area in Southgate 3rd Addition is also Zoned R1, R2 & R3, as shown hereon. Land to the south and the east are in Latah County. University of Idaho property to the east is Zoned Ag-Forest. Warnick, Beeson/Heaton & Cummins properties to the south are Zoned Single Family Residential.
 2. Total plat area: 2.97 acres
 Sierra Vista Drive area: 0.35 acres
 Net Lot Area: 2.62 acres
 3. All the area within Sierra Vista Addition is within designated Flood Zone "C": Areas of minimal flooding.
 Flood Zone designation and definitions from Flood Insurance Rate Map (FIRM) Community-Panel Number 1600860330C, dated 9-01-1983. No delineated wetlands on site.

Basis of Bearings
 The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found northeast corner of the Northwest Quarter of the of Northeast Quarter of Section 16 and the found southeast corner of the Northwest Quarter of the of Northeast Quarter of Section 16, said bearing being S00°26'43"W.



Legend

- Found Monument as Described
- Set 5/8" Rebar Stamped "Rim Rock PLS 17534"
- Set Centerline Monument Stamped "Rim Rock PLS 17534"
- Found 5/8" Rebar
- Found Centerline
- Calculated Position
- Block Number
- Lot Number - Sierra Vista Addition
- Lot Number - Future Park Valley Addition
- Lot Number - Other Subdivision
- City of Moscow Zoning Designation
- Proposed Man Hole
- Existing Man Hole
- Sierra Vista Addition Plat Boundary
- Proposed Lot Line
- Future Park Valley Addition Lot Line
- Southgate 3rd Addition Lot Line - to be made Obsolete
- Existing Lot Line
- Zoning Boundary
- Road Centerline
- Proposed Right of Way
- Existing Right of Way
- Proposed Public Utility and Access Easement
- Section Line
- Existing Public Easement
- Proposed Water Line
- Proposed Sanitary Sewer Line
- Proposed Storm Drain Line
- Existing Water Line
- Existing Storm Drain Line
- Existing Sanitary Sewer Line
- Existing 5' Contour Interval
- Asphalt Paving
- Concrete Paving

Scale: 1" = 40'

Survey References:
 1. Plat of Section 16, T39N, R5W, B.M. Book 2 of Plats, Page 36.
 2. Order of Vacation Instrument #16187, OARE Book 21, Pages 371-375.
 3. Lunquist Subdivision of Lot 31, Section 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, Instrument #219584.
 4. Southgate 3rd Addition to the City of Moscow, Instrument #540165.

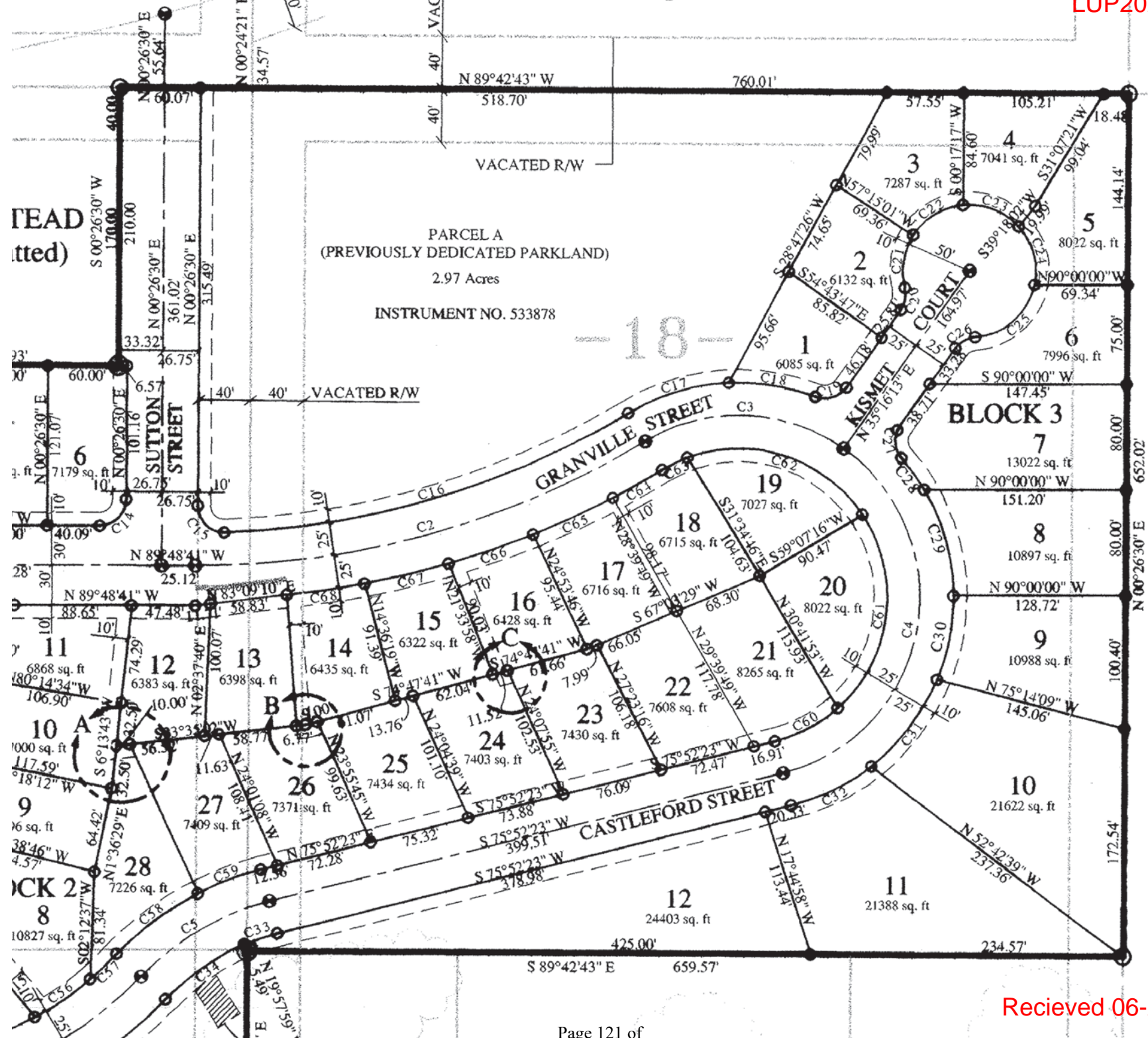
Curve Table					Curve Table				
Curve	Length	Delta	Radius	Chrd Brng	Curve	Length	Delta	Radius	Chrd Brng
C1	10.60'	3°28'18"	175.00'	N69°03'31"E	C11	66.86'	43°46'39"	87.50'	S78°23'47"W
C2	138.64'	31°09'04"	255.00'	N55°13'07"E	C12	29.35'	56°03'45"	30.00'	S28°28'35"W
C3	38.91'	148°37'21"	15.00'	S34°40'06"E	C13	16.79'	64°07'40"	15.00'	N89°50'17"E
C4	57.95'	13°01'12"	255.00'	N64°17'03"E	C14	41.29'	50°52'54"	46.50'	S83°32'20"E
C5	80.69'	18°07'52"	255.00'	N48°42'31"E	C15	44.69'	29°15'53"	87.50'	N85°39'10"E
C6	34.57'	58°15'12"	34.00'	S79°51'11"E	C16	85.96'	43°46'39"	112.50'	N78°23'47"E
C7	51.08'	29°15'53"	100.00'	N85°39'10"E	C17	64.89'	123°56'15"	30.00'	S61°31'25"E
C8	76.41'	43°46'39"	100.00'	N78°23'47"E	C18	42.98'	21°53'19"	112.50'	N89°20'27"E
C9	24.88'	33°56'15"	42.00'	N73°28'35"E	C19	42.98'	21°53'19"	112.50'	N67°27'07"E
C10	57.46'	29°15'53"	112.50'	S85°39'10"W					

RIM ROCK CONSULTING, INC.
 P.O. Box 1728
 Moscow, Idaho 83845
 (208) 882-3330
 www.rimrockconsulting.com

PRELIMINARY NOT FOR CONSTRUCTION

Sierra Vista Addition - Preliminary Plat
 Re-Plat of Portions of Blocks 2 & 3 of Southgate 3rd Addition to the City of Moscow
 Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho
 Mike Salisbury 2315 Shady Lane, Moscow, Idaho 83845
 June - 2021

Drafted by:	SW
Checked by:	MED
File Name:	HH FIRST ADD PRELIM
Tab:	P1
Layer Style:	TOPO
Plot Style:	Primary.ctb
Project:	3483-07-13
Date:	6/25/21



LEGAL DESCRIPTION

A portion of the JEMCA, LLC. tract situated in lots 18, 19 and 30 of the Plat of Section 16 along with portions of vacated Right-of-Way adjoining said lots, Section 16, T.39 N., R. 5 W., Latah County, Idaho, with said portion being more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 16 and running thence S 86°20'37"E, 1340.65 feet to a point on the centerline of White Avenue, said point being Station 0+00.00; thence S89°44'48"E, 1979.08 feet to the Northeast corner of Ridgeview Estates Addition and the TRUE POINT OF BEGINNING for this description;
thence S89°44'48"E 658.84 feet along the centerline of a vacated 80 foot Right-of-Way to the Southwest corner of Lundquist Addition;
thence N 00°21'13"E 668.44 feet along the West line of said Addition to the Northwest corner of said Addition;
thence S89°42'43"E 659.57 feet along the North line of said Addition to the Northeast corner of said Addition;
thence N00°26'30"E 652.02 feet along the centerline of a vacated 80 foot Right-of-Way to the intersection with the centerline of an East-West vacated 80 foot Right-of-Way;
thence N89°42'43"W 760.01 feet along said Right-of-Way centerline;
thence S00°26'30"W 40.00 feet to the Northeast corner of the Olmstead tract;
thence S00°26'30"W 170.00 feet along the East boundary of said tract;
thence N89°48'41"W 258.93 feet along the Southerly boundary of said tract and the Southerly boundary of the Gosselin tract to the Southwest corner of the said tract;
thence S58°59'25"W 141.51 feet along the Southeastly boundary of the Bromley tract to a point on the Easterly boundary of Southgate 2nd Addition to Moscow;
thence 49.79 feet along said Addition which is a curve to the right having a central angle of 28°25'25", a radius of 100.36 feet and a chord length of 49.28 feet bearing S14°01'29"E;
thence S89°48'41"E 45.00 feet along the Easterly boundary of said Addition and the Northerly Right-of-Way line of Granville Street;
thence S00°11'19"W 60.00 feet along the Easterly boundary of said Addition to a point on the Southerly Right-of-Way line of Granville Street;
thence N89°48'41"W 60.00 feet along the Easterly boundary of said Addition and said Right-of-Way line;
thence 28.83 feet along the Easterly boundary of said Addition and said Right-of-Way line which is a curve to the left having a central angle of 17°23'17", a radius of 95.00 feet and a chord length of 28.72 feet bearing S81°29'41"W;
thence S51°27'59"E 158.76 feet along the Easterly boundary of said Addition;
thence S47°00'45"W 99.42 feet along the Easterly boundary of said Addition;
thence S41°11'39"E 217.89 feet along the Easterly boundary of said Addition to a point on the Northerly Right-of-Way line of Castleford Street;
thence S05°34'00"W 60.00 feet to a point on the Southerly Right-of-Way line of Castleford Street;
thence 96.92 feet along the Southerly right-of-way line of Castleford Street and the Easterly boundary of Southgate 2nd Addition which is a curve to the left having a central angle of 20°52'32", a radius of 266.00 feet and a chord length of 96.38 feet bearing S85°35'17"W to a point on the Easterly right-of-way line of Notting Hill Drive;
thence 60.19 feet along said Right-of-Way line of Castleford Street and the Easterly boundary of said Addition which is a curve to the left having a central angle of 12°57'52", a radius of 266.00 feet and a chord length of 60.06 feet bearing S68°40'07"W to a point on the Westerly Right-of-Way line of Notting Hill Drive;
thence 200.34 feet along the Westerly Right-of-Way line of Notting Hill Drive and the Easterly boundary of said Addition which is a curve to the right having a central angle of 24°25'23", a radius of 470.00 feet and a chord length of 198.83 feet bearing S11°49'20"E;
thence S00°23'21"W 83.71 feet along said Right-of-Way and the Easterly boundary of said Addition line to a point on said boundary;
thence S45°39'59"W 323.42 feet along the Southeastly boundary of said Addition to the Northeast corner of Ridgeview Estates Addition and the TRUE POINT OF BEGINNING.
Said tract containing 21.74 acres.

DEDICATION

JEMCA, LLC, as its sole and separate property, being the owner of the land and premises in the accompanying plat, have caused said land to be subdivided and platted as shown upon said Plat as an addition to the City of Moscow, Idaho, to be known as Southgate 3rd Addition. Said undersigned owners do herewith declare their intentions to include the land located within the boundaries of said plat and they hereby dedicate to the public use all of the easements, Rights-of-Way, and storm water parcel "B" and Parkland parcel "A" as shown upon said plat.

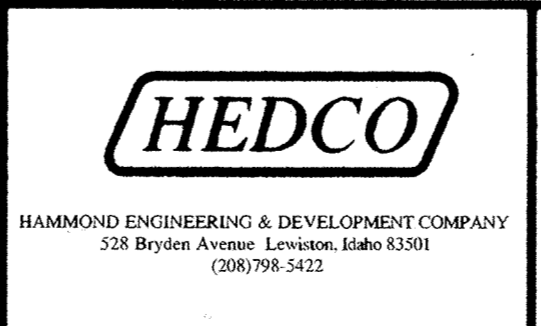
IN WITNESS WHERE OF We do hereby set our hands. This 29th day of December, 2009

MDS, Member
Lorain S. Frei, Member

STATE OF IDAHO
COUNTY OF LATAH } S.S.

On this 29th day of Dec, 2009, before Lorain Frei a Notary Public in and for the aforesaid state, personally appeared before me Mike Salisbury and Edwin Salisbury to me known to be the persons whose names are subscribed on the foregoing dedication and acknowledged to me that they executed the same as their free and voluntary act for the purposes therein mentioned.

Lorain S. Frei, Notary Public, Residing in Latah, My Commission Expires 8-24-2011



FINAL PLAT
SOUTHGATE 3rd ADDITION
A PARTIAL REPLAT OF THE PLAT OF SECTION 16, T.39 N., R. 5 W., B.M.
TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO
OWNER: JEMCA, LLC

Table with 2 columns: DRAWN BY (MEE), CHECKED BY (JSH), DATE (11-23-09), JOB # (702), SHEET (3 OF 3), DRAWING # (702-P3)

SURVEYOR'S CERTIFICATE

I, Jack S. Hammond, Professional Engineer and Professional Land Surveyor in the State of Idaho, hereby certify that I have surveyed the Southgate 3rd Addition to the City of Moscow, Idaho as herein drawn and described and that the streets, lots, distances and monuments have been measured and located as herein shown. Witness my hand and seal 28th day of Nov., 2009

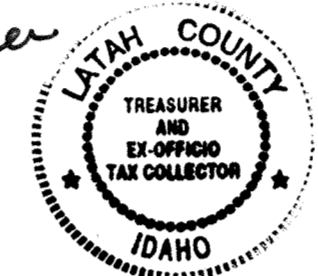
Jack S. Hammond, Idaho License No. 2102



FILINGS

Filed for record this 1th day of Oct, 2009 at 2:38 o'clock P.m. at the request of JEMCA, LLC and recorded in Book 540165 of Plats, page records of Latah County, State of Idaho.

S. Chapman, Deputy \$ 11.00 rec. fee, Latah County Recorder



APPROVALS

Examined and approved this 30th day of March, 2009, I hereby certify that taxes and assessments on property shown herein have been paid for 2009 and preceding years this 30th day of March 2009

Latah County Treasurer

Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this 23rd day of April, 2008

Arthur Bell, Chairman Planning & Zoning Commission

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this 5th day of May, 2008. Dedication of all public streets, easements, parcel "A", and parcel "B" as described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code. Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code.

Nancy J. Chana, Mayor City of Moscow, Idaho; Stephanie Kelso, City Clerk - City of Moscow, Idaho

Examined and approved by City Engineer this 31st day of Dec., 2009

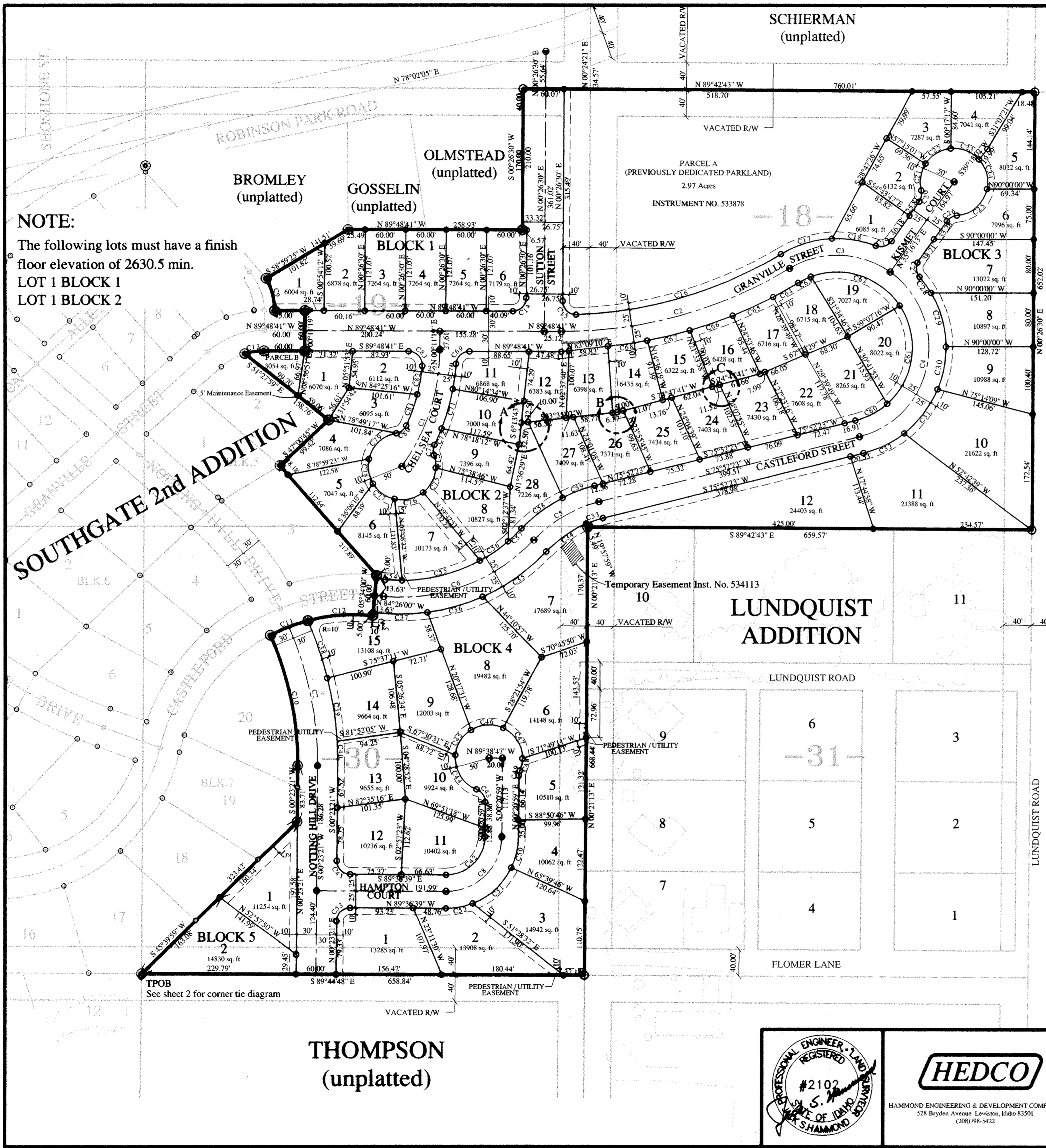
Kevin W. Kelly, City Engineer - City of Moscow, Idaho

Examined and approved by Latah County Surveyor this 30th day of March, 2010

J. H. ... Latah County Surveyor

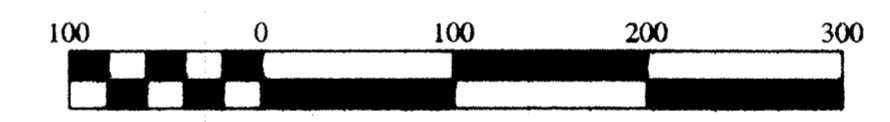
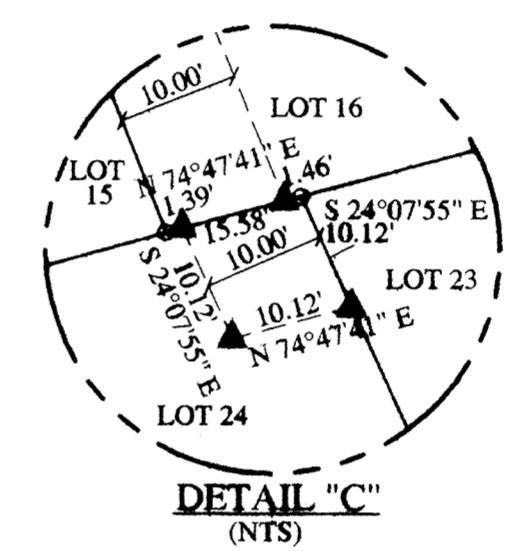
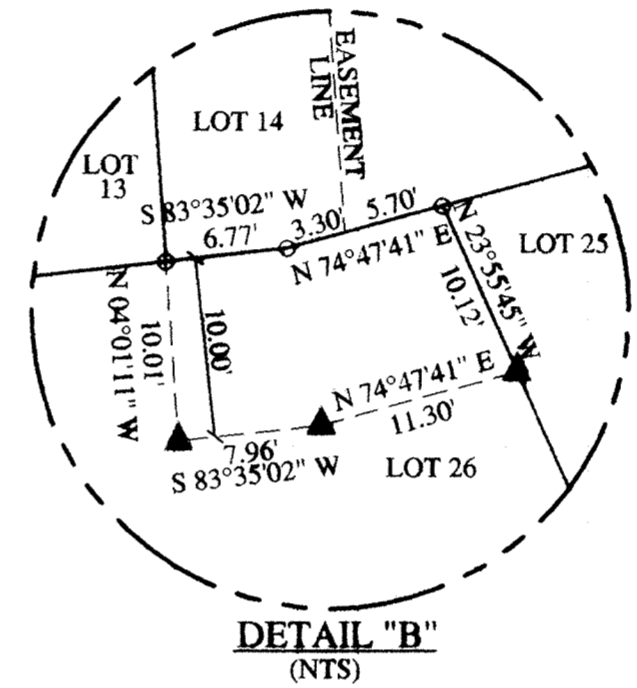
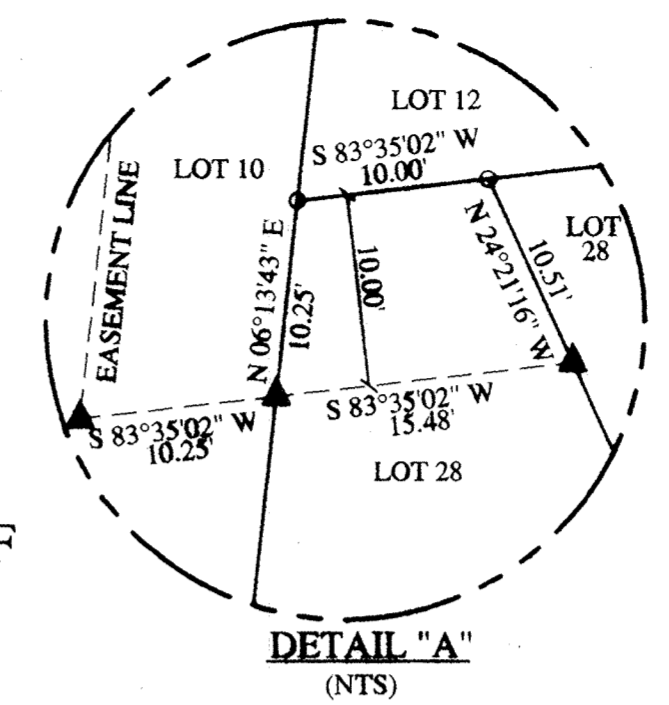
Sanitary Restrictions as required by Idaho Code, Title 50, Chapter 13, have been Satisfied

Nancy M. Brecher, Approved by County Sanitarian, Date 12/30/09



NOTE:
 The following lots must have a finish floor elevation of 2630.5 min.
 LOT 1 BLOCK 1
 LOT 1 BLOCK 2

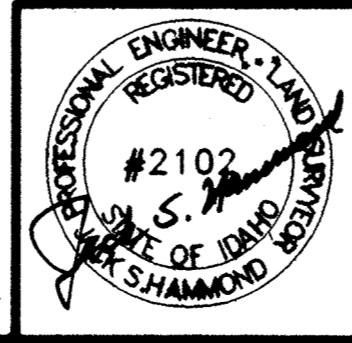
UNIVERSITY OF IDAHO (unplatted)



LEGEND

- = SET 1/2" DIA. BY 24" LONG REBAR W/ CAP MK'D. "PE/LS 2102" (WILL BE SET BY 10-31-12 AFTER CONSTRUCTION COMPLETION)
 - = SET 5/8" DIA. BY 30" LONG REBAR W/ CAP MK'D. "PE/LS 2102" (WILL BE SET BY 10-31-12 AFTER CONSTRUCTION COMPLETION)
 - = SET CITY OF MOSCOW STANDARD STREET MONUMENT - 2" ALUM. CAP (WILL BE SET BY 10-31-12 AFTER CONSTRUCTION COMPLETION)
 - ⊕ = FOUND CITY OF MOSCOW STANDARD STREET MONUMENT (2" ALUM. CAP ON REBAR)
 - ⊙ = FOUND 5/8" DIA. REBAR
 - = FOUND 1/2" DIA. REBAR
 - = FOUND 1/4 CORNER MONUMENT
 - ▲ = CALCULATED POINTS/ NOTHING SET
 - 18- = SECTION 16 PLAT LOT NUMBERS
 - - - = PUBLIC UTILITY EASEMENT, 10' WIDE UNLESS OTHERWISE NOTED
 - - - = CENTERLINE
 - - - = SUBDIVISION BOUNDARY
 - - - = LOT BOUNDARY
 - - - = PLAT OF SECTION 16
 - - - = PLAT OF SECTION 16 RIGHT-OF-WAY
- * ALL LOTS SHOWN HEREON WILL BE SERVED BY A PUBLIC WATER SYSTEM

THOMPSON (unplatted)



HAMMOND ENGINEERING & DEVELOPMENT COMPANY
 528 Brydon Avenue, Lewiston, Idaho 83501
 (208)798-5422

FINAL PLAT
SOUTHGATE 3rd ADDITION
 A PARTIAL REPLAT OF THE PLAT OF SECTION 16, T.39 N., R. 5 W., B.M.
 TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO
 OWNER: JEMCA, LLC

SCALE	1"=100'
DRAWN BY	MEE
CHECKED BY	JSH
DATE	6-23-08
JOB #	702
SHEET	1 OF 3
DRAWING #	702-P1

LOT LINE CURVES

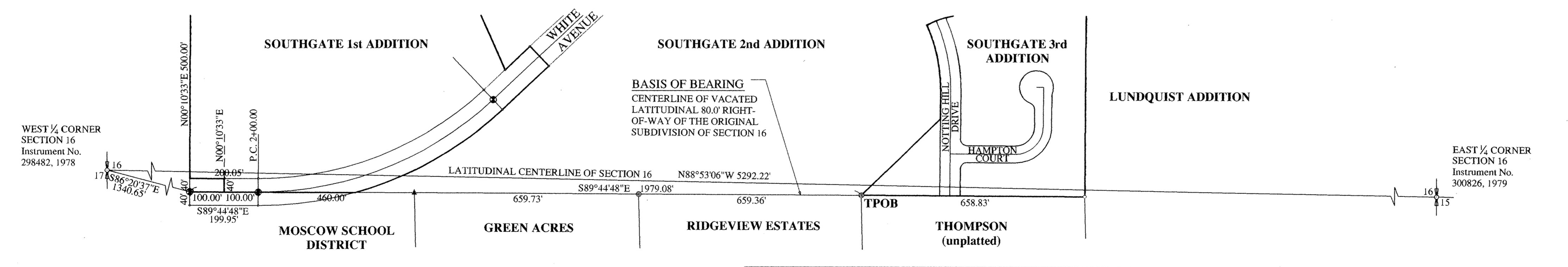
Table with 8 columns: NUMBER, DEFLECTION ANGLE, DEGREE OF CURVE - ARC, CHORD DIRECTION, TANGENT, RADIUS, ARC LENGTH, CHORD LENGTH. Contains data for curves C9 through C52.

LOT LINE CURVES cont.

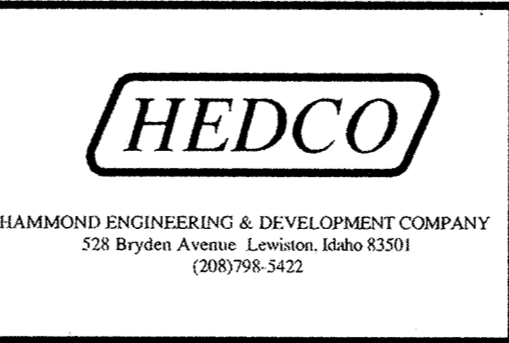
Table with 8 columns: NUMBER, DEFLECTION ANGLE, DEGREE OF CURVE - ARC, CHORD DIRECTION, TANGENT, RADIUS, ARC LENGTH, CHORD LENGTH. Contains data for curves C53 through C83.

CENTERLINE CURVES

Table with 8 columns: NUMBER, DEFLECTION ANGLE, DEGREE OF CURVE - ARC, CHORD DIRECTION, TANGENT, RADIUS, ARC LENGTH, CHORD LENGTH. Contains data for curves C1 through C8.



CORNER TIE DIAGRAM



FINAL PLAT SOUTHGATE 3rd ADDITION A PARTIAL REPLAT OF THE PLAT OF SECTION 16, T.39 N., R. 5 W., B.M. TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO OWNER: JEMCA, LLC

Table with drawing details: SCALE 1\"=200', DRAWN BY MEE, CHECKED BY JSH, DATE 6-9-08, JOB # 702, SHEET 2 OF 3, DRAWING # 702-P2.



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CD	Preliminary or Major Amendment	\$565	
CD	Minor Amendment or Design Review	\$220	
Receipt Number			

**APPLICATION FOR PRELIMINARY PLANNED UNIT DEVELOPMENT
OR PUD AMENDMENT**

APPLICANT:

Name: Mike Salisbury , Manager, Jemca LLC Telephone: 208-301-2370

Complete Address: 2315 Shelby Lane

E-Mail: _____ Fax: _____

OWNER: (if other than applicant)

Name: Jemca LLC Telephone: 208-301-2370

Complete Address: 2315 Shelby Lane

E-Mail: _____ Fax: _____

PROPERTY:

1. Proposed PUD Name: Sierra Vista

2. Address or Parcel Number: Portions of blocks 2 & 3 Southgate 3rd

3. Legal Description: See Attached Description on pre plat
(Subdivision) (Block) (Lot)

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

PROJECT DESCRIPTION: Please describe the new (or revised) use, design and construction for the above-described property.

The revised use is for single family residential. The reason for the PUD request is due to proposed road width issues to overcome grading.

The proposed activities and use shall be shown on an attached site plan drawn to a standard engineer's or architect's scale. The site plan shall show, label and dimension all property lines and easements, existing and proposed buildings, parking lot and driveway(s), fencing and landscaping. A site topography map shall be provided when appropriate.

FOR MINOR AMENDMENTS/DESIGN REVIEW ONLY: SKIP TO SIGNATURE LINES ON PAGE 3

AUTHORIZATION:

1. Section 7 of the Moscow Zoning Ordinance authorizes the proposed use through a Planned Unit Development application.

2. The Moscow Planning and Zoning Commission must make findings of compliance with the following six **relevant criteria and standards**. Please indicate in the spaces provided below the justifications you believe show compliance with each of the relevant criteria and standards:

A. The proposed development is consistent with the Comprehensive Plan.

Meets comprehensive plan intent for innovative development.

B. The proposed development is consistent with the intents and purposes of Chapter 7 of the City Zoning Code.

The proposed PUD is more harmonious with existing land features than traditional development

C. The proposed development is compatible with the character and uses in the surrounding area. The development and surrounding uses are single family residential.

D. Public Services and utilities are available or can be made available and are adequate to accommodate the proposed development.

Public services have been deemed adequate for this development in previous plat reviews.

E. The proposed development will not endanger the public health or safety.

No foreseen hazzards are associated with this development

F. The residential densities, proposed land uses, and design proposed with the development promote the innovative, efficient, economic, and attractive development of the subject property.

with an average lot size of 14,604 SF and a minimum lot size of 9,189 SF, the developmebt creates attractive rebuilding lots.

CONDITIONS OF APPROVAL:

The Commission may impose conditions including, but not limited to, those (1) minimizing adverse impact on other development; (2) controlling the sequence and timing of development; (3) controlling the duration of development; (4) assuring that development is maintained properly; (5) designating the exact location and nature of development; (6) requiring the provision for onsite or offsite public facilities or services; (7) requiring more restrictive standards than those generally required in an ordinance; and/or (8) requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

Compliance:

- 1) Should the preliminary PUD be approved, a final PUD review before the original decision making body is required to determine whether the proposed development conforms to the intent and conditions of the preliminary PUD approval.
- 2) Approval of a preliminary PUD proposal shall expire automatically eighteen (18) months after the date of approval unless final PUD approval has been obtained prior to such time.
- 3) Where final PUD plans approved by the decision making body are subsequently modified following such approval, such plan modifications must be submitted to the Community Development Department to be reviewed for substantial conformance with the approved plans. If plan modifications are not in substantial conformance, the plans may need to go through a minor or major amendment process as detailed in Section 4-7-13 of Moscow City Code.

Revocations:

- 1) If building permits pertaining to an approved PUD, consistent with any proposed phasing, are not obtained within eighteen (18) months of the final PUD approval, such final PUD approval shall be immediately revoked and shall be automatically null and void.
- 2) The applicant may request a one (1) time extension of a final PUD approval not to exceed one (1) year. Such request shall be in writing and shall be approved by the applicable decision making body prior to expiration of the original PUD approval or such approval shall not be granted.

SUBMITTAL:

This application must be completed and submitted with the below-described items to the Moscow Community Development Department before the application will be scheduled for a public hearing:

- Completed application.
- Payment of application fees.
- Site Plan, drawn to scale (1 full size electronic copy; two 11" x 17" hard copies)
- Floor Plans, drawn to scale (1 full size electronic copy; two 11" x 17" hard copies)
- Elevation Drawings and/or Renderings, drawn to scale (1 full size electronic copy; two 11" x 17" hard copies)

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



 Applicant's Signature

June 16, 2021

 Date



 Property Owner's Signature

June 16, 2021

 Date

June 22, 2021

Mike Ray
City of Moscow
Planning Manager

RE: Sierra Vista Replat-PUD, Purpose for PUD Request

Dear Mike,

The reasons for the Replat-PUD Request of a portion of Southgate Third Addition are as follows:

1. The Southeast portion of the site is excessively steep. To overcome these steep grades a narrower private road is proposed for this site.
2. The PUD option will provide for reduced front yard setbacks allowing for innovative home styles to be utilized

For these reasons the developer is requesting the subject area be developed as a PUD.

If you have any questions regarding this request please do not hesitate to contact me.

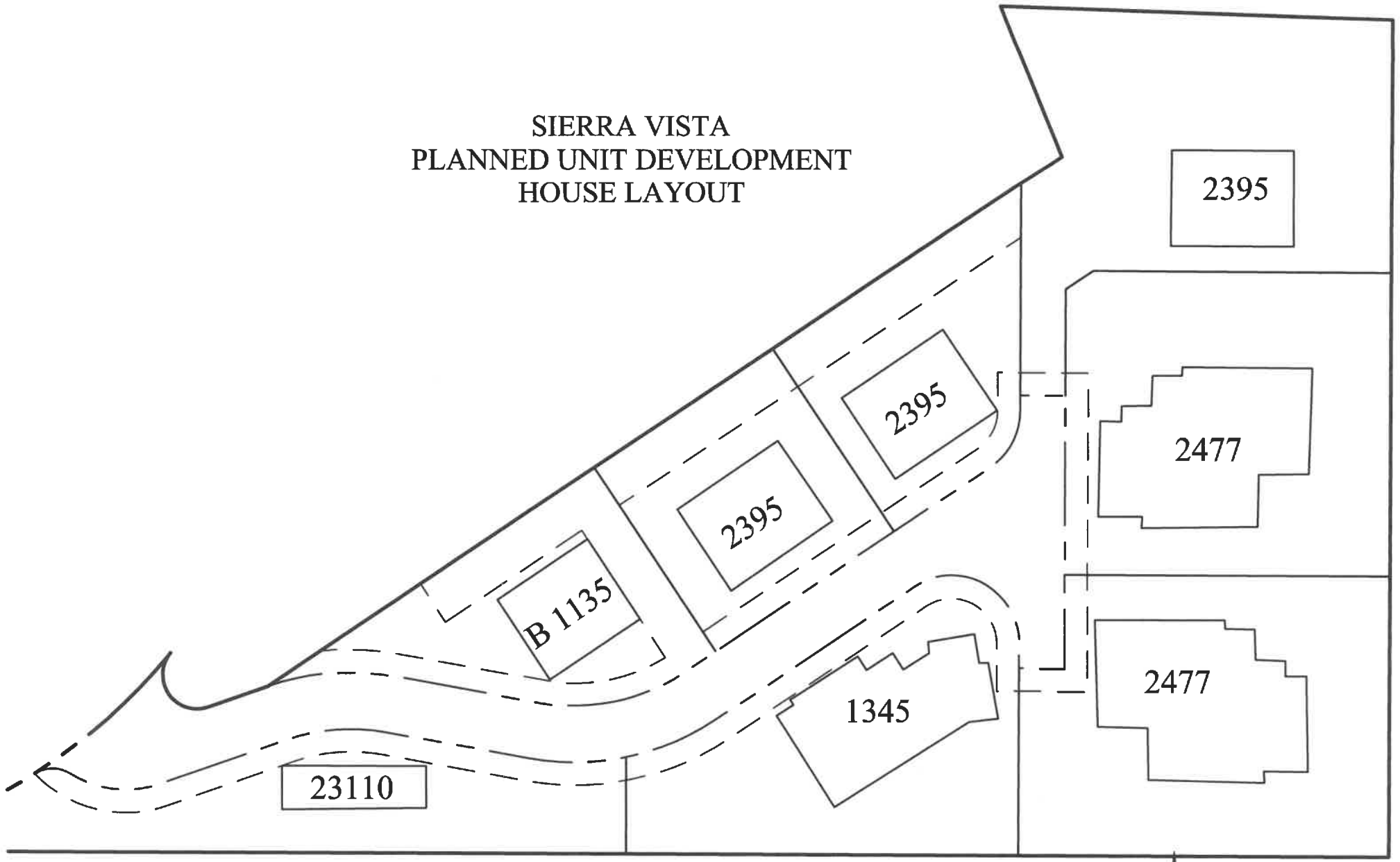
Thank you,



Scott Becker, PE

Hodge & Associates, Inc.

SIERRA VISTA
PLANNED UNIT DEVELOPMENT
HOUSE LAYOUT



SCALE: 1"=60'

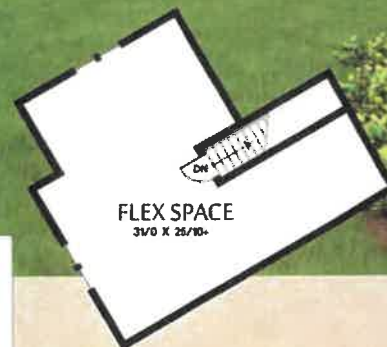
Recieved 06-25-2021



Mascord

ALAN MASCORD DESIGN ASSOCIATES, INC.

The Wilson
1345



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Sub Total	3163 Sq. Ft
Bonus	+632 Sq. Ft
Width	Depth
118'-4"	62'-8"
Height	(Main Flr to Peak): 23'-11"
	(to Midpt of Roof): 19'-0"



ALAN MASCORD DESIGN ASSOCIATES, INC

2187 NW Reed St. Suite 100, Portland, OR 97210 · 503 225 9161

mascord.com | houseplans.co

Recieved 06-25-2021

LUP2021-0029

The Millersburg 2477

Mascord

ALAN MASCORD DESIGN ASSOCIATES, INC.

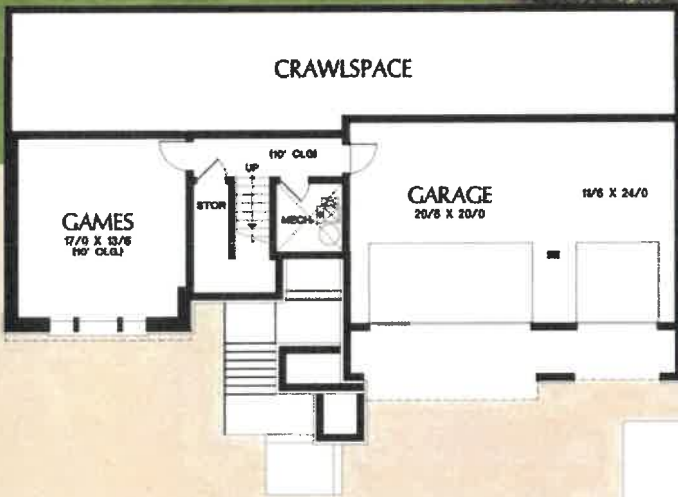


Upper Floor	911 Sq. Ft
Main Floor	3408 Sq. Ft
Total Area	4319 Sq. Ft
Width	99'-0"
Depth	75'-0"
Height	(Main Flr to Peak): 32'-6" (to Midpt of Roof): 19'-0"



ALAN MASCORD DESIGN ASSOCIATES, INC
 2187 NW Reed St. Suite 100, Portland, OR 97210 503.225.9161
 mascord.com | houseplans.co

Recieved 06-25-2021



Upper Floor	641 Sq. Ft
Main Floor	1989 Sq. Ft
Lower Floor	175 Sq. Ft
Sub Total	2805 Sq. Ft
Bonus	+349 Sq. Ft
Width	Depth
66'-0"	39'-0"
Height (Main Flr to Peak): 25'-10"	
(to Midpt of Roof): 22'-11"	
Plan Designed for Sloping Lots	

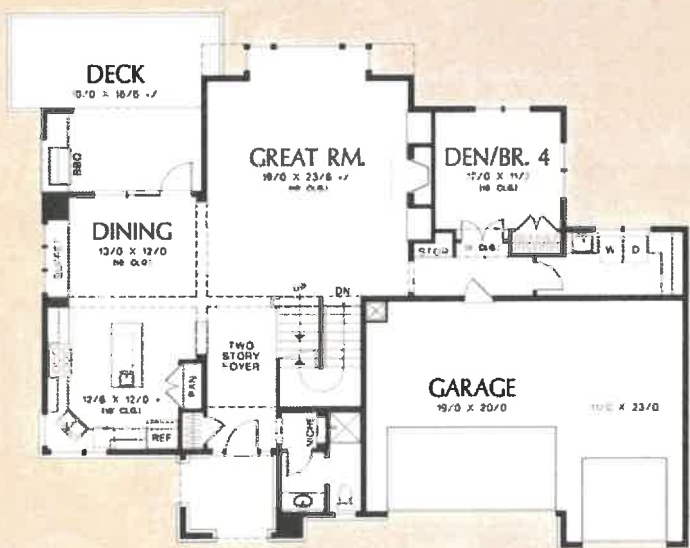


ALAN MASCORD DESIGN ASSOCIATES, INC
2187 NW Reed St. Suite 100, Portland, OR 97210 . 503.225.9161
mascord.com | houseplans.co

Recieved 06-25-2021



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Upper Floor	1367 Sq. Ft
Main Floor	1465 Sq. Ft
Lower Floor	1084 Sq. Ft
Total Area	3916 Sq. Ft

Width 61'-0" Depth 48'-0"

Height (Main Flr to Peak): 25'-10"

Plan Designed for Sloping Lots



ALAN MASCORD DESIGN ASSOCIATES, INC
2187 NW Reed St, Suite 100, Portland, OR 97210 · 503 225 9161
mascord.com | houseplans.co

Plan 484-5



860 sq/ft, 2 beds, 2 baths, 56' wide, 36' deep



Pricing

Plan Set

PDF Set	\$1395.00
5 Copy Set	\$1495.00
Reproducible Set	\$1495.00
8 Copy Set	\$1550.00
Study Set	\$990.00
Single Set	\$1395.00

Foundation

Crawlspace	+\$0.00
Slab	+\$0.00
Pier	+\$590.00

Right-Reading Reverse

Each	+\$95.00
------	----------

Additional Construction Sets

Each Additional Set	+\$95.00/each
---------------------	---------------

Audio Video Design

Each	\$100.00
------	----------

Construction Guide

Each	\$39.00
------	---------

Mirror Reversed Sets

Each Additional Set	+\$95.00
---------------------	----------

House Features

Guest Suite	Hobby Rec Room Game Room
Main Floor Bedrooms	Suited For Narrow Lot
Main Floor Master Bedroom	Suited For View Lot
Walk In Closet	Grill Deck Sundeck
Eating Bar	Economical To Build
Kitchen Island	Empty Nester
Den Office Study Computer	Suited For Vacation Home
Great Room Living Room	

Styles Classifications

Modern

Specifications

Decks	630 sq/ft
Main Floor	860 sq/ft

Depth	36'
Height	16'
Width	56'

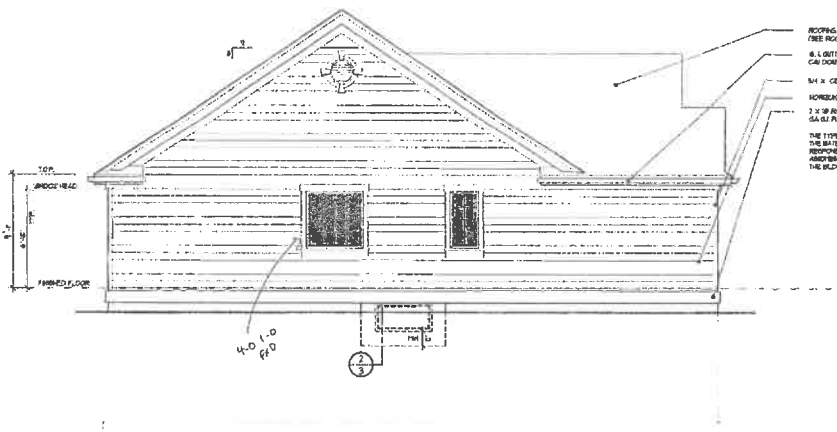
Primary Pitch	1:12
Roof Framing	Wood

Ceiling-
 Details KITCHEN/Greatroom/bedroom
 is 9' FLAT -CLEARSTORY 13.5'
 FLAT -MASTER BEDROOM 12'
 FLAT -MASTER BATH 9' FLAT
 "Heat Stack" design draws air
 from lower ceiling areas and
 ventilates through the upper
 ceiling clerestory cooling the
 home passively.

Main Ceiling	8'
Upper Ceiling Ft	14'

Floor Plan - Main Floor



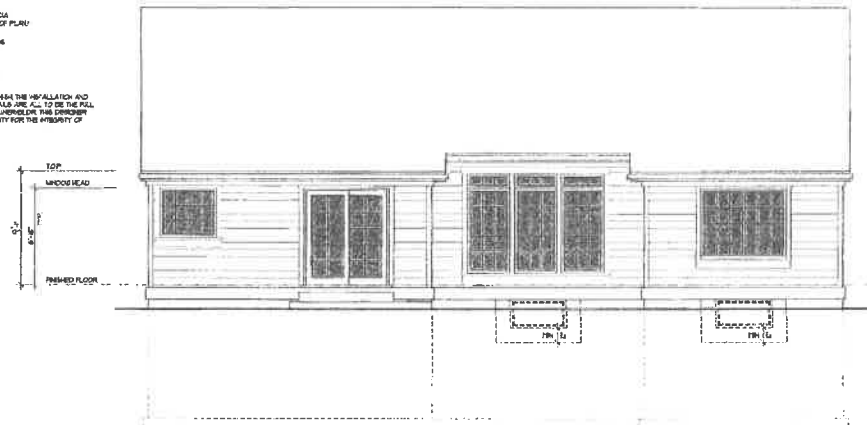


LEFT SIDE ELEVATION

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

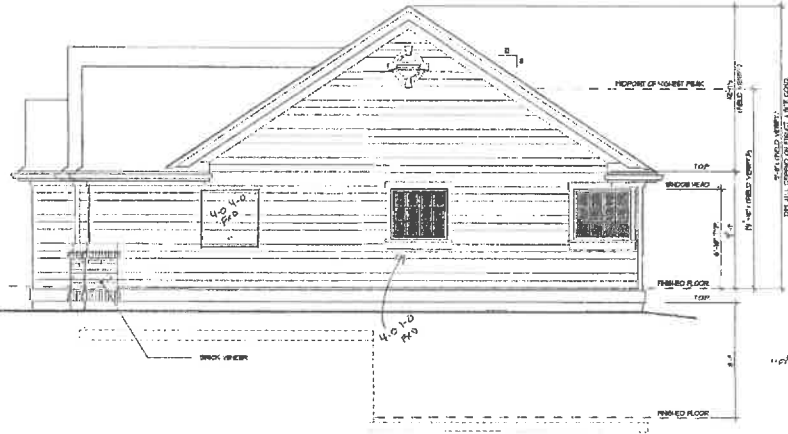
ROOFING MATERIAL:
 5/8" OSB SHEATHING
 6" GUTTER ON 2" X 8 FASCIA
 (4" DOWNSPOUT) OVER ROOF PLANE
 1/4" X CEDAR CORNER BOARDS
 HORIZONTAL LAP SIDING
 2" X 4" SP. 16" O.C. @ 10'-0"
 2x6 G.I. FLOORING

THE TYPE OF EXTERIOR FINISH, THE INSTALLATION AND THE MAINTENANCE DETAILS ARE ALL TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. THIS CONTRACTOR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE PHOTO SKETCHES.



REAR ELEVATION

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



RIGHT SIDE ELEVATION

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



FRONT ELEVATION

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

Harwood
 ARCHITECT & DESIGN

1000 W. 10th St., Suite 100, Fargo, ND 58103
 Phone: (701) 785-1111
 Fax: (701) 785-1112
 Email: info@harwoodarchitect.com

NO. OF SHEETS	1
NO. OF PAGES	1
DATE	06/25/2021
PROJECT	LUP2021-0029

40 SNOW LOAD	
FIRST FLOOR	100 PSF
SECOND FLOOR	100 PSF
ROOF	20 PSF
WIND	30 PSF
SEISMIC	AS PER CODE

B1135

1 M

THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE CORRECT INSTALLATION OF ALL EXTERIOR FINISHES AND DETAILS/WORKS.

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Harvard COLLEGE
100 HARVARD AVENUE, SUITE 200, CAMBRIDGE, MA 02138
 TEL: 617-495-6300 FAX: 617-495-6301
 WWW.HARVARD.EDU

NO SNOW LOAD
 1" MIN. FLOOR
 1" MIN. AREA
 UNFINISHED GARMENT
 WAREHOUSE

B1135
2 M

LEGEND

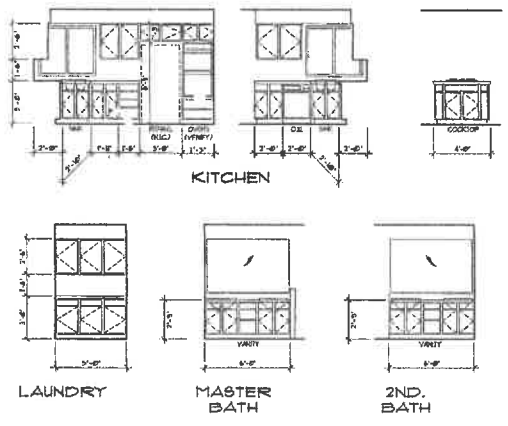
RECESSED LIGHT	DUPLEX OUTLET	SEPARATION POINT LOCATION
RECESSED CIRCULAR LIGHT FIXTURE	CUBES MOUNTED OUTLET	PROVIDE R.O.D. OR R.O.D. HSA OF REPAIR ROOM UNITS
WALL MOUNTED LIGHT	TRAY OUTLET	3" x 4" FLOOR HIGH ROOF UP VALLEY OR ROOF DOWN TO SEPARATION POINT ON WALL BELOW FLOOR OF AIR FLOW VENT
SURFACE MOUNT LIGHT	ALUMINUM FLOOR MOUNTED OUTLET (FLOOR LOCK)	SEPARATION POINT ON WALL BELOW FLOOR OF AIR FLOW VENT
FLOOR LIGHT	TELEPHONE OUTLET	SEPARATION POINT SUPPORTING STRUCTURE ABOVE
SURFACE REAR FLOORLIGHT	DATA OUTLET	4" x 8" HOLE 4" RADIUS BALL BE TOOK 1" COMPASS BY 1/4" DIA X SUPPORT EA END FINISH
RECESSED DOWNLIGHT	TV ENCASE OUTLET	4" x 8" HOLE 4" RADIUS BALL BE TOOK 1" COMPASS BY 1/4" DIA X SUPPORT EA END FINISH
RECESSED DOWNLIGHT ENCASED TO THE EXTERIOR	SPEAKER LOCATION	DESIGNATED LIGHT NUMBER
CERAMIC PAN	SPACE / CO. DETECTOR (SEE GENERAL NOTES FOR OTHER SPEC'S)	DESIGNATED # WALL
	POINT LOAD FROM ABOVE	

ENERGY ENVELOPE KEY

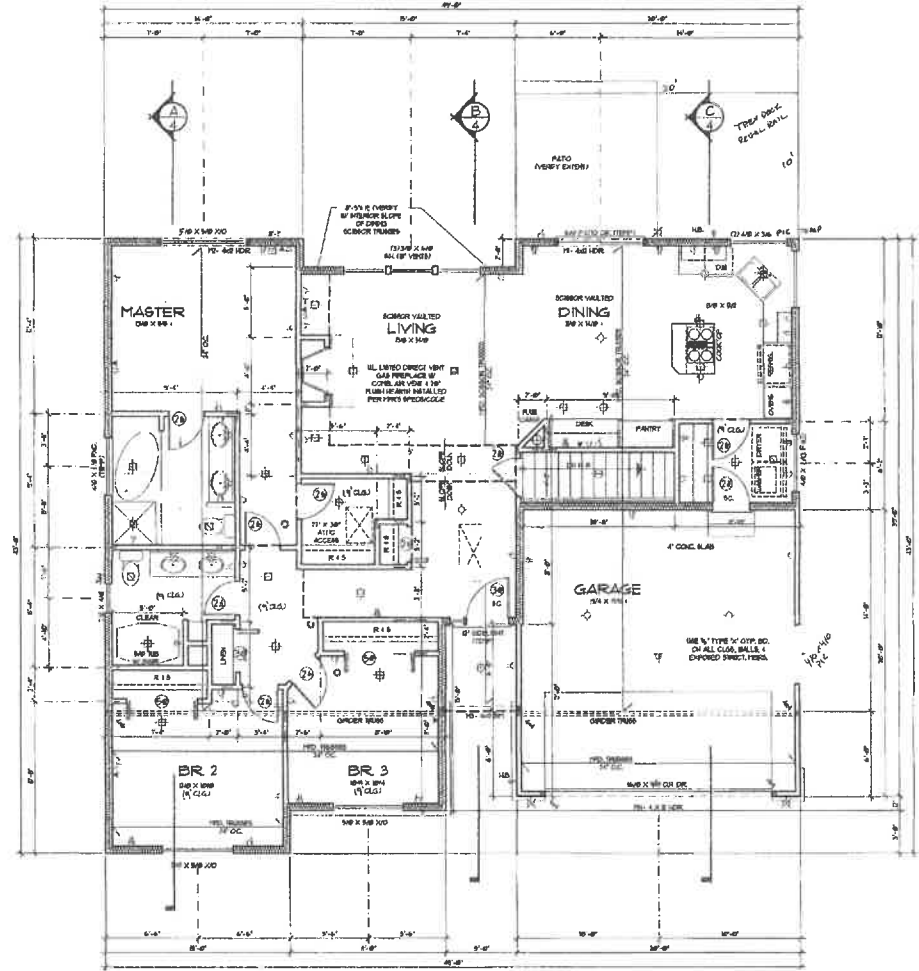
WALLS, FLOORS, PAINT	FOUNDATION WALL
(SEE SHEET 01 FOR UNLATCHED VALUES)	

CO. DET. LOCATION

CARBON MONOXIDE ALARMS SHALL BE LOCATED IN EACH BEDROOM OR BATH IN FEET ORANGE OF EA. DRINKING COOK AT EVERY FLOOR LEVEL IN BEDROOMS (SEE SHEET 01 FOR ADD. INFO)



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



MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

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Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Replat a portion of Southgate 3rd Addition

WHEN: **Friday April 9th @ 4:00 pm**

WHERE: End of Granville St (East of 2724 Granville St)

WHAT: You are invited to a neighborhood meeting regarding a Planned Development for the proposed Southgate Addition. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through April 9, 2021. All questions and comments will be recorded and submitted to the City as part of the subdivision request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Sincerely,

Scott Becker
Project Manager
Hodge and Associates, Inc.

Recieved 06-25-2021

Meeting Attendance Sheet

Project Name: Partial Replat Southgate 3rd Addition

Project Number: 4373

Meeting Type: Neighborhood Meeting

Meeting Location: Granville Street, Moscow, ID

Meeting Time: April 9, 2021, 4:00 PM

Name	Contact Information
Marty Staley	2830 Granville 208 - MartyStaley@gmail.com 661-9914
Marie Naar	reknar@granic.com 2836 Granville
Shawna Berlin	Simply.shawna.marie@gmail.com 2803 Granville St.
Zena Hartung	2809 Hampton Ct. Moscow 360-951-5445 zhartung@gmail.com
CARL DEWING	2824 HAMPTON CT MOSCOW 541 604 0306
Blaine & Shelley Eckles	2833 Hampton Ct. 208-841-8393
Barbara Warnick	1180 Lundquist Lane 509-330-1567
Jin & Kay H. Ho	2815 Hampton Ct
Kim Salisbury	2315 Shelby Ln Moscow
Kelly Riley	2721 Granville Moscow 208 882-2108
Terry Schierman	3151 Robinson PK Rd

Meeting Attendance Sheet

Project Name: Partial Replat Southgate 3rd Addition
Project Number: 4373
Meeting Type: Neighborhood Meeting
Meeting Location: Granville Street, Moscow, ID
Meeting Time: April 9, 2021, 4:00 PM

Name	Contact Information
Mike Salisbury	erbenland@gmail.com
Norman [unclear]	2709 [unclear] need help?
Rick & KATHY KOPPEL	2 barrister33556@yahoo.com

Partial Replat Southgate 3rd Addition

Neighborhood Meeting Minutes

Friday, April 9, 2021; 4:00pm

Presenter: Nuri Nimmer, PE; Hodge & Associates, Inc

Meeting Location: Granville Street, Southgate 3rd Addition, Moscow, ID

Meeting Purpose

Provide a project summary for the proposed Partial Replat of Southgate 3rd Addition followed by a question and answer session.

Meeting

The meeting was called to order at 4:00pm.

Nuri Nimmer opened the meeting and described the project scope and related City standards for said work.

Upon completion Nuri addressed the neighbor's questions.

Q: Will this project include connecting Sutton Street to Robinson Park Road?

A: No, this connection will be made at a later time.

Q: Will the Milton Arthur Park be affected in any way by the replat?

A: No, the existing park will not be affected.

Q: There appears to be some wet ground in the area of the replat; what will come of that?

A: Naturally occurring springs and stormwater runoff will be collected and routed to the storm sewer per City standards.

Q: Will you speak more on a Planned Unit Development?

A: A Planned Unit Development (PUD) allows for departure from standard requirements to permit and encourage innovative, economical and attractive development. This PUD will contain single family residences sharing an access road. The access road is narrower than a standard City street and allows for cost efficient construction across the hillside.

Q: Will there be an easement in the PUD and if so what size?

A: There will be an easement and its size and location will be determined as we move forward with design.

Q: Does the developer have a selling price estimate for the new lots?

A: Not available at this time.

Q: Will Granville Street connect to Castleford Street?

A: Unsure how they may connect at this time. Possible parking area for Milton Arthur Park that is accessible from either street or just one street with a path connection to the other.

Q: Will the PUD have a homeowners association (HOA)?

A: Yes, the HOA will own and maintain common amenities that all homeowners use.

Q: When will construction begin?

A: Possibly this summer/fall. Will depend on Replat/PUD review timing, contractor availability, financing, and other considerations.

Q: Does the developer have house plans selected for the new lots and a price range?

A: Not at this time.

Q: Is this development tied in any way to the new development that is planned for on the other side of the hill?

A: The developer of Southgate 3rd Addition is different than the Ridgeview Estates 2nd Addition developer.

Q: When will the Ridgeview Estates 2nd developer begin construction?

A: Possibly this summer.

With no further questions or comments the meeting adjourned at 4:35pm.

Attached, please find a copy of the meeting attendance sheet.

Best regards,

Nuri Nimmer, PE

Hodge & Associates, Inc

Memo

To: Michael Ray, Planning Manager
From: Todd Drage, Engineering Technician
cc:
Date: 2021-08-05
Re: Department Review of the Sierra Vista Addition Preliminary Re-plat & PUD

Upon reviewing the preliminary re-plat for the Sierra Vista Addition Preliminary Re-plat and PUD, the engineering department has the following recommendations:

- 1) The public utility easement surrounding the private street does not appear to tie into an existing public utility easement. Recommend evaluating how this easement will tie into the existing easement of the neighboring addition.
- 2) Idaho Code Title 50, Chapter 13 states that you are permitted to plat over existing platted property, but not public right-of-way (ROW). As a result, the public ROW will need to go through the vacation process.
- 3) The current easement for the storm and sanitary sewer lines through lot 1 that tie into the mains in Castleford as proposed is shown as 20'. We recommend an easement width be provided with a minimum 10' offset from the outside edge of each pipe. As there are two sewer mains within the proposed easement we recommend the easement be widened. Additionally, city maintenance policy requires vehicular access to every other manhole which is not possible for the two manholes at the back of lot 1. We recommend modifying the design to allow vehicular access for every other manhole.
- 4) For the private street, as road profiles were not provided, we recommend verifying to make sure it satisfies the requirements described on City Standard Drawing No. 3. including but not limited to vertical and horizontal alignments requirements, fire hydrant access width requirements, and shoulder slope requirements.

This concludes our comments for this preliminary application. Please let me know if you have any questions or comments.

Regards,

Todd Drage

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT NINE SEVEN (2.97) ACRE AREA OF LAND GENERALLY LOCATED EAST OF THE CURRENT TERMINUSES OF GRANVILLE STREET AND CASTLEFORD STREET, KNOWN AS SIERRA VISTA ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on June 25, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on August 11, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.97-acre parcel that is currently vacant and is platted as Phase III of Southgate 3rd Addition. The subject property is surrounded by University of Idaho's Parker Farm to the east, prior Southgate Additions to the west, Milton Arthur Park and residential properties to the north, and residential properties within the Area of City Impact to the south.
3. The subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,
“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”
4. All of the surrounding properties are also designated as Auto-Urban Residential, with the exception of Milton Arthur Park to the north which is designated as Parks and Open Space.

5. The subject property is currently designated as a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3). The applicant has submitted a rezone proposal concurrently with the proposed preliminary plat to rezone the subject property to the Medium Density Residential (R-3) Zone.
6. According to the City of Moscow Zoning Code, the purpose of the R-3 Zoning District is to:

“Provide for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.”
7. Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.
8. As part of the original Southgate 3rd Addition rezone that occurred in 2008, there was a condition that was placed upon the current R-3 designation by Ordinance 2008-04. The condition was that the R-3 Zoning District be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 on Southgate 3rd Addition Plat. Those three lots are located within Chelsea Court which is within Phase II of the development.
9. The applicant is proposing to subdivide the existing 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision. All of the proposed lots meet the minimum lot size of 6,000 sf and minimum lot width of 60 feet for the R-3 Zoning District.
10. The applicant has concurrently applied for a Planned Unit Development (PUD) on the subject property to allow a private street which serves the proposed lots as well as a reduction in front yard setbacks.
11. Water service is proposed to be extended via water mains that will be extended along the Castleford Street extension. A water main will then be extended along the proposed private street to serve the proposed lots.
12. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 8 lots could be reasonably anticipated to use approximately 0.74 million gallons of water per year (8 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 0.74 M gallons/year).
13. Sanitary sewer will be extended to the future main within Castleford Street via an easement on Lot 1 and an easement on Lot 1 Block 2 of the proposed Park Valley Addition to the north. Storm Sewer will be conveyed along the same alignment as the sanitary, through sewer easements on individual lots.
14. Storm Sewer will be conveyed through the subdivision through a main in Granville and Castleford Streets which will connect to the existing stormwater system in Southgate 3rd Addition.
15. The subject property is located to the east of Castleford Street which is proposed to be extended with the Park Valley Addition. A private street is proposed to connect to Castleford Street and serve the 8 lots. The private street will meet the City’s private street standard which includes a 20-foot-wide paved surface, curbing, and a sidewalk on the north side of the street. The applicant is proposing that the private street terminate with a hammerhead turnaround which will meet fire code requirements.

16. Parkland dedication requirements have previously been satisfied with the dedication, grading, and hydroseeding of Milton Arthur Park, so no further dedication is required.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Medium Density Residential (R-3) Zoning District, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential.
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Castleford Street. Water and sewer services are proposed to be extended throughout the subdivision from the existing mains at the current terminuses of Granville Street and Castleford Street. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

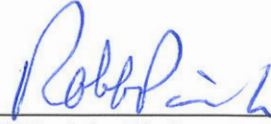
Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the two point nine seven (2.97) acre area of land generally located east of the current terminuses of Granville Street and Castleford Street with four conditions:

- a. Engineering:
 - i. The public utility easements adjacent to the private street shall connect to public utility easements in the proposed Park Valley Addition.
 - ii. The proposed easements that contain storm and sanitary sewer lines shall be increased to 30 feet in width to provide adequate access and separation.
 - iii. Vehicular access shall be provided to every other manhole, which is currently not possible for the manholes at the rear of Lot 1.

- iv. The proposed private street shall meet the requirements on City Standard Drawing No. 3, including but not limited to vertical and horizontal alignments requirements, fire hydrant access width requirements, and shoulder slope requirements.

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

25th day of August, 2021.



Robb Parish, Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT (PUD) OF A TWO POINT NINE SEVEN (2.97) ACRE AREA OF LAND GENERALLY LOCATED EAST OF THE CURRENT TERMINUSES OF GRANVILLE STREET AND CASTLEFORD STREET, KNOWN AS SIERRA VISTA ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on June 25, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on August 11, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.97-acre parcel that is currently vacant and is platted as Phase III of Southgate 3rd Addition. The subject property is surrounded by University of Idaho's Parker Farm to the east, prior Southgate Additions to the west, Milton Arthur Park and residential properties to the north, and residential properties within the Area of City Impact to the south.
3. The subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,
“designated areas contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”
4. All of the surrounding properties are also designated as Auto-Urban Residential, with the exception of Milton Arthur Park to the north which is designated as Parks and Open Space.

5. The subject property is currently designated as a combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3). The applicant has submitted a rezone proposal concurrently with the proposed preliminary plat to rezone the subject property to the Medium Density Residential (R-3) Zone.
6. According to the City of Moscow Zoning Code, the purpose of the R-3 Zoning District is to:
“Provide for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.”
7. Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.
8. As part of the original Southgate 3rd Addition rezone that occurred in 2008, there was a condition that was placed upon the current R-3 designation by Ordinance 2008-04. The condition was that the R-3 Zoning District be limited to no more than detached single-family dwellings with the exception of Lots 6, 7, and 8 of Block 2 on Southgate 3rd Addition Plat. Those three lots are located within Chelsea Court which is within Phase II of the development.
9. The applicant is proposing to subdivide the existing 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision. All of the proposed lots meet the minimum lot size of 6,000 sf and minimum lot width of 60 feet for the R-3 Zoning District.
10. The applicant is proposing to construct 8 single family dwellings that will be on separately platted lots and will be accessed via a private street. The primary reason for the PUD request is to allow a private street which serves the proposed lots and also a reduction in front setbacks because of challenging topography.
11. The proposed single family lots range from 9,189 to 19,589 square feet in size and the buildings are of similar design as the homes that have already been constructed within Southgate 3rd Addition. There are six building plans that have been chosen to fit within the design of each lot. The houses range between one story and three stories with the square footage ranging between 860 to 4,319 square feet.
12. The setback requirements for the R-3 Zone are a minimum of 15 feet in the front, with the exception of the garage door which is required to be 20 feet if facing the street; a minimum of 5 feet on the side, but both sides are required to equal 15 feet; and 20 feet at the rear yard. The applicant is proposing a 10-foot setback at the front to accommodate for the challenging topography of the site.
13. The base density requirement of the R-3 Zone 9.5 dwelling units per acre. With 8 dwelling units being proposed on 2.97 acres, the proposed density is 2.7 dwelling units per acre which is under the base density requirement. Therefore, no density bonuses are required as part of the PUD.
14. Water service is proposed to be extended via water mains that will be extended along the Castleford Street extension. A water main will then be extended along the proposed private street to serve the proposed lots.
15. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed 8 lots could be reasonably anticipated to use

approximately 0.74 million gallons of water per year (8 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 0.74 M gallons/year).

16. Sanitary sewer will be extended to the future main within Castleford Street via an easement on Lot 1 and an easement on Lot 1 Block 2 of the proposed Park Valley Addition to the north. Storm Sewer will be conveyed along the same alignment as the sanitary, through sewer easements on individual lots.
17. Storm Sewer will be conveyed through the subdivision through a main in Granville and Castleford Streets which will connect to the existing stormwater system in Southgate 3rd Addition.
18. The subject property is located to the east of Castleford Street which is proposed to be extended with the Park Valley Addition. A private street is proposed to connect to Castleford Street and serve the 8 lots. The private street will meet the City's private street standard which includes a 20-foot-wide paved surface, curbing, and a sidewalk on the north side of the street. The applicant is proposing that the private street terminate with a hammerhead turnaround which will meet fire code requirements.
19. Parkland dedication requirements have previously been satisfied with the dedication, grading, and hydroseeding of Milton Arthur Park, so no further dedication is required.

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

II. RELEVANT CRITERIA AND STANDARDS

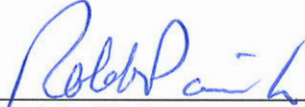
1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The PUD allows for the construction of single-family dwellings that fit within the challenging topography of the site. Therefore, the Commission finds that the proposed PUD is consistent with the Comprehensive Plan.
2. **The proposed PUD is consistent with the intents and purposes of this Chapter.** The proposed PUD meets the intent of the PUD chapter to permit and encourage innovative, economical, and attractive development; which includes land uses which harmonize with natural features and constraints; which promotes efficient, innovative, economical, attractive, and environmentally sensitive development; and which efficiently phases and locates public and private services and facilities. The proposed PUD is an efficient development which utilizes a private street to access all portions of the topographically-challenged property.
3. **The proposed PUD is compatible with the character and uses in the surrounding area.** The PUD is consistent with the surrounding area which is primarily a mixture of residential developments. The proposed PUD provides for development of the subject property at a similar density as already exists within Southgate 3rd Addition.
4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.** Public Works has indicated that water, sanitary sewer, and storm sewer systems are readily available in the area and can accommodate the proposed PUD. The subject property has been determined to be developable in the 2012 Comprehensive Water System Plan and the 2011 Comprehensive Sewer System Plan.

5. **The proposed PUD will not endanger the public health or safety.** There is no evidence that the proposed PUD would have an impact on the public health and safety. The proposed PUD will help serve the need of providing a range of sizes of single-family homes.
6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.** The proposed design of the eight single family dwellings utilizes the challenging topography with a private street to provide addition single-family homes in the City. The proposed homes have a design which is attractive and will provide a quality product that fits in with the area.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the Planned Unit Development (PUD) request for the two point nine seven (2.97) acre area of land generally located east of the current terminuses of Granville Street and Castleford Street with no conditions.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
25th day of August, 2021.



Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



Robb Parish
Commission Chair
P&Z@ci.moscow.id.us

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday
August 11, 2021

7:00 PM

Council Chambers
206 E Third Street

The meeting was called to order at 7:00 PM

MEMBERS PRESENT: Robb Parish, Chair; Rich Beebe, Scott Gropp, Joel Hamilton, Michael Nelsen, Victoria Seever, Dennis Wilson
MEMBERS ABSENT: Drew Davis, Nels Reese
OTHERS: Gina Taruscio
STAFF: Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of July 28, 2021 Minutes

Seever moved for approval of the minutes as presented, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

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

None.

3. Public Hearing: Proposal for a Rezone of a 7.56-Acre Area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0026

Rezoning of the subject property from the current combination of Low-Density Single Family Residential (R-1), Moderate Density Residential (R-2), and Medium Density Residential (R-3) to the Medium Density Residential (R-3) Zone.

Ray presented the rezone proposal as described above, and recommended approval with the zone be limited to only detached single-family homes.

Public Hearing opened at 7:08 PM

Scott Becker (applicant), Moscow, explained that the developer did not have any issues with the condition, as detached single-family houses is part of their plan. They decided to request the change to R-3 because one portion of the plat is too steep to easily accommodate street standards, so it was decided to create a PUD which required the change to R-3.

Marty Staley, Moscow, asked about property taxes and the impact of new developments for the current neighborhood homeowners. Spoke about the sidewalks and streets that are in disrepair, as well as concern

for repaving the streets once the construction of the new development is concluded. Expressed concern about water conservation in the City of Moscow.

Carl DeWing, Moscow, had questions about the rezone related to the number of lots proposed. There will be a reduction of the number of lots proposed in the replat, which would presumably reduce the traffic volume from what was originally platted.

Norm Metzker, Moscow, spoke in favor of the development. Commented that the proposal was one the best plans that he has seen recently.

Scott Becker (applicant), Moscow, went into detail about the rezone request, explaining that the proposal would eliminate the island of R-2 in the middle of the subdivision plat.

Public Hearing closed at 7:13 PM

The Commission discussed the one condition recommended by Staff, and ultimately agreed with the proposal.

Hamilton moved to recommend approval of the Rezone with one condition, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Hamilton moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposed Preliminary Subdivision Plat of a 4.59-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0027

Proposed Preliminary Subdivision Plat of a 4.59-acre to create 12 lots ranging from 7,207 to 59,241 square feet in size, referred to as Park Valley Subdivision.

Ray presented the preliminary plat proposal as described above, and recommended approval with no conditions. There was an Engineering recommendation that will be addressed in the construction drawings for the Final Plat.

Public Hearing opened at 7:20 PM

Scott Becker (applicant), Moscow, expanded on the grading issues with the previous subdivision plat. The proposed layout would also decrease the amount of impervious surface, which would bring down the required roadway construction. This would have the benefit of lowering building costs and the possibility of passing those savings on to the buyers. The number of lots in the proposed plat is less than previously planned, so the lots will have more square feet.

Kathy Dawes, Moscow, expressed concern about the agenda items 4 through 7 regarding new subdivision developments. Commented on water conservation and the possible effect of people living in Moscow, as well as the growth limits on the current resources. She requested information on how many housing units the Commission has approved in the last couple of months. The estimated annual growth of Moscow compared to the proposed developments was addressed, as well as the impact on City services and property taxes.

David Hall, Moscow, asked about Sutton Street, which would be built north from Granville Road to Robinson Park Road as part of the proposed plat. Pointed out that traffic from adding that road might have an impact on current traffic on Robinson Park Road.

Marty Staley, Moscow, inquired about the selling price for the houses and the lots.

Scott Becker (applicant), Moscow, addressed the comments regarding water conservation. Explained that the proposed plat reduced the number of lots and would lessen water use, compared to what was platted before.

Public Hearing closed at 7:28 PM

Commissioners echoed the concern for water conservation and the impact of growth on the aquifer. The audience was addressed, with the Commission explaining that they look at every proposal diligently and with the Comprehensive Plan in mind. There was some discussion about possible routes that the public might utilize in approaching a water conservation concern. The process for calculating property taxes was reviewed, as well as the annual number of homes that are usually built. The market growth in the City of Moscow versus Latah County was discussed.

Wilson moved to recommend approval of the Preliminary Plat with no conditions, seconded by Gropp. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Nelsen moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

5. Public Hearing: Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area within Southgate 3rd Addition and located east of the current terminuses of Granville Street and Castleford Street within the City of Moscow: Permit Application LUP2021-0028

Proposed Preliminary Subdivision Plat and Planned Unit Development (PUD) of a 2.97-acre area to create 8 lots ranging from 9,189 to 19,589 square feet in size, referred to as Sierra Vista Subdivision.

Ray presented the preliminary plat and PUD proposal as described above, and recommended approval with four conditions from the Engineering department. One condition is to extend the public utility easement to allow access for franchise utilities along the front of the properties, and another condition is to verify that the private street will meet the requirements on City Standard Drawing No. 3. The other conditions are in regards to manhole access and the separation width needed between sewer and water service lines.

Public Hearing opened at 7:44 PM

Scott Becker (applicant), Moscow, went into detail about why the PUD was chosen because it allowed the roadway to be narrower, but they were still able to keep to the City grading standards accommodate for fire truck access. He gave a quick overview of the grading needed and what was proposed. The house plans included in the application are preliminary, but changes could possibly happen before the Final Plat stage.

Public Hearing closed at 7:47 PM

The Commission conversed regarding the PUD and plat, with special consideration of the topography.

Nelsen moved to recommend approval of the Preliminary Plat with four conditions, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Wilson moved to recommend approval of the PUD with no conditions, seconded by Gropp. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to direct Staff to draft the Relevant Criteria and Standards for both the Plat and the PUD, seconded by Beebe. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

6. Proposed Final Subdivision Plat for a 17.2-acre area generally located east of the intersection of Third Street and Mountain View Road within the City of Moscow - Harvest Hills 2nd Addition: LUP2021-0033

Proposed Final Plat of a 17.2-acre area to create fifty-six (56) single-family parcels ranging from 7,219 to 24,075 square feet in size, referred to as Harvest Hills 2nd Addition.

Ray presented the proposed Final Plat as described above, and recommended approval to City Council with no conditions.

Seever moved to recommend approval of the Final Plat with no conditions, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

7. Proposed Final Planned Unit Development (PUD) and Final Subdivision Plat for 2.16-acre parcel located at 1606 E. Third Street within the City of Moscow – Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD: LUP2021-0032 & LUP2021-0034

Proposed Planned Unit Development (PUD) and Replat of a 2.16-acre parcel to create ten (10) twin-home parcels ranging from 2,643 to 6,602 square feet in size; four (4) townhouse parcels ranging from 2,592 to 3,852 square feet in size; and one (1) Neighborhood Business (NB) parcel of 17,905 square feet in size, referred to as the Replat of Lot 1, Block 1 of Harvest Hills 1st Addition and the Harvest Hills PUD.

Ray presented the proposed Final Plat and Final PUD as described above, and recommended approval to City Council with no conditions.

Seever moved to recommend approval of the Final Plat and Final PUD with no conditions, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

8. Approval of Reasoned Statement of Relevant Criteria and Standards

Proposal for a Comprehensive Plan Land Use Designation and Zoning Designation for a 2.68-acre Property to be Annexed into the City of Moscow and Generally Located South of Robinson Park Road and East of the Current City Limits Boundary within the City of Moscow: Permit Application LUP2021-0031

- 1. Retaining the Current Comprehensive Plan Land Use Designation of Auto-Urban Residential.*
- 2. Rezoning of the subject property from the Agriculture Forestry (AF) Zone to the Medium Density Residential (R-3) Zone.*

Wilson moved to approve both of the Reasoned Statement of Relevant Criteria and Standards, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission Meeting

The Transportation Commission will meet August 12 to review a number of preliminary subdivision plats.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

Next Planning & Zoning Commission regular meeting is scheduled for August 25, 2021.

The meeting adjourned at 8:02 PM

Robb Parish, Chair

CITY COUNCIL STAFF REPORT

DATE: Monday, October 18, 2021



AGENDA ITEM TITLE

First Amendment to Agreement to Purchase Real Property Between the City and University of Idaho for 118 E. 4th Street (ACTION ITEM) - Gary J. Riedner

RESPONSIBLE STAFF

Gary Riedner, City Supervisor

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On September 7, 2021, the City Council approved the sale of the current Moscow Police facility, located at 118 E. 4th Street, to the University of Idaho, with the closing date no later than November 15, 2021. It was anticipated that the Moscow Police Department would be able to relocated prior to that date to the new police facility located at Southview and US 95. Recently, the City was informed that because of delays due to COVID-19 and scarce supply sources, the furnishings for the new facility would be delayed until early December 2021. It is anticipated that after delivery, it will take two weeks to install the furnishings and prepare the facility for occupancy. Since this delay prevents the Moscow Police Department from moving into the new facility, staff approached the University of Idaho to inquire about a delayed move-out from the current facility. The University of Idaho has agreed to extend the closing date for the Purchase Agreement until no later than January 10, 2022. An amendment to the original purchase agreement is included in the packet. This item was not reviewed by City Council Committee and is being presented on the regular City Council agenda for consideration.

STAFF RECOMMENDATION

Approve the First Amendment to Agreement to Purchase Real Property Between the City of Moscow and the University of Idaho.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the First Amendment to Agreement to Purchase Real Property Between the City of Moscow and the University of Idaho, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. First Amendment to Purchase Police Station
2. 2021-113 University of Idaho; Purchase Real Property 118 E 4th St (Police Station)

**FIRST AMENDMENT TO
AGREEMENT TO PURCHASE REAL PROPERTY
BETWEEN THE CITY OF MOSCOW, IDAHO
AND THE UNIVERSITY OF IDAHO**

THIS FIRST AMENDMENT TO AGREEMENT TO PURCHASE REAL PROPERTY BETWEEN THE CITY OF MOSCOW, IDAHO AND THE UNIVERSITY OF IDAHO (hereinafter "First Amendment") is made by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 E Third Street, Moscow, Idaho 83843 (hereinafter "Seller"), and the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, 875 Perimeter Dr, MS 3168, Moscow Idaho 83844-3168 (hereinafter "Buyer"). This First Amendment shall revise the Agreement to Purchase Real Property between those Parties with an execution date of September 7, 2021 (hereinafter "Agreement" which is attached and incorporated herein as Exhibit 1), and this First Amendment shall become effective upon the date of last signature.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Seller and Buyer agree as follows:

- A. Section 3.c of the Agreement is hereby amended to delete the existing Section 3.c and replace with the following:

"3.c. By no later than January 10, 2022, Buyer shall deposit the remaining necessary funds for the Purchase Price with the Latah County Title Company and take any and all remaining actions necessary to complete the purchase of the property. If the Buyer fails to deposit the remaining funds by January 10, 2022, the Agreement shall terminate and Seller shall retain Deposit."

- B. Section 4 of the Agreement is hereby amended to delete the second sentence of said Section 4 and replace with the following second sentence:

"Closing shall occur as soon as practicable after Seller vacates the Property and Buyer has deposited the full Purchase Price, but closing shall occur on a date after November 15, 2021, but no later than January 14, 2022. Seller shall notify Buyer in writing when vacation of the Property has occurred, Buyer will then have seven (7) days to deposit the remaining necessary funds for the Purchase Price with the Latah Title Company, with closing to occur within seven (7) days after Buyer deposits the remaining funds and completes all remaining actions necessary to complete the purchase of the Property."

- C. All other provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment.

SELLER:

City of Moscow

By: _____
Bill Lambert, Mayor

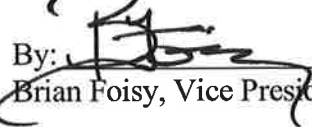
DATE _____

ATTEST:

Laurie Hopkins, City Clerk

BUYER:

Board of Regents of the University of Idaho

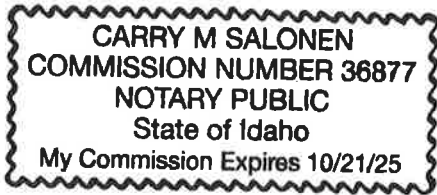
By: 
Brian Foisy, Vice President Finance and Administration

DATE: 10-14-21

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 14th day of October, 2021, before me, a Notary Public in and for said State, appeared Brian Foisy, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.



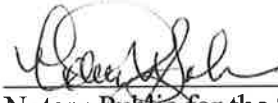

Notary Public for the State of Idaho
Residing at Benewah ID
My commission expires 10/21/25

Exhibit 1

**AGREEMENT TO PURCHASE REAL PROPERTY
BETWEEN THE CITY OF MOSCOW, IDAHO
AND THE UNIVERSITY OF IDAHO**

THIS AGREEMENT TO PURCHASE REAL PROPERTY (hereinafter "Agreement") is entered into this 7th day of September, 2021 ("Execution Date"), between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "Seller"), and the Board of the Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, 875 Perimeter Drive MS 3168, Moscow, Idaho 83844-3168 (hereinafter "Buyer").

WITNESSETH:

IT IS AGREED by and between the Parties as follows:

1. CONSIDERATION AND PROPERTY

In consideration of the sum of Nine Hundred Seventy-Five Thousand Dollars (\$975,000) to be paid by Buyer to Seller in cash upon closing, Seller hereby grants unto Buyer the right to purchase all of Seller's right, title and interest in and to the real property situated in the County of Latah, State of Idaho, parcel number RPM0001003005AA, physical address identified as 118 East 4th Street, Moscow, Idaho, more particularly described as follows:

Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning;

together with all easements, rights and appurtenances thereto and improvements thereon all in accordance with the terms and conditions set forth below (hereinafter "the Property").

2. DEPOSIT

Upon execution of the Purchase Agreement, Buyer shall deposit a cashier's check or other security instrument acceptable to Seller as a non-refundable deposit (hereinafter "the Deposit") in the amount of Five Thousand Dollars (\$5,000) into Escrow with Latah County Title Company, 106 E. Second Street, Moscow, Idaho. The Deposit shall be applied to the purchase price of the Property.

3. TERMS AND CONDITIONS

- a. Seller will provide to Buyer, within five (5) business days of execution of the Purchase Agreement, all material documentation currently in its possession or reasonable control relating to the Property and hereby grants to Buyer a license to enter Property for all purposes reasonably related to a full and adequate determination of its

suitability, including without limitation the right to conduct surveys, soil tests, engineering studies, and environmental tests and audits. The Buyer, and Buyer's agents and consultants, shall be permitted to enter the Property, with forty-eight (48) hour notice to Seller to perform such work and inspections. Buyer shall be responsible for any damage or necessary restoration as a result of any subsurface or other explorations or activity by Buyer to restore the Property to its condition preceding any such exploration.

- b. In the event that Buyer is not satisfied with its review, Buyer shall notify Seller in writing of its election not to proceed with the property purchase. Upon receipt of a written election not to proceed, the Purchase Agreement will be terminated immediately, and the Deposit shall be retained by Seller. However, Deposit shall be refunded in the event of title or environmental deficiencies as provided in Section 8 of this Agreement.
 - c. Within sixty (60) days of the date of this Agreement, Buyer shall deposit the remaining necessary funds with Latah County Title Company and take any and all remaining actions necessary to complete the purchase of the property. If Buyer fails to deposit the remaining funds within sixty (60) days of the date of this Agreement, the Agreement shall terminate and Seller shall retain the Deposit.
 - d. Seller shall remove all unattached personal property and waste prior to closing. Seller shall remove all antennas from the roof and shall relocate/install all municipal fiber optic network infrastructure Seller retains on the Property onto the roof of the existing building (except for that fiber optic cable to be leased to Buyer by separate agreement between the parties which may remain within the building). Such removal and relocation/installation shall be inspected and approved by Buyer to confirm suitability of relocation and absence of damage to the building roof or structure.
 - e. Buyer shall not be obligated to close unless and until the University of Idaho Executive Director of the Board of Regents formally approves acquisition contemplated herein.
4. **CLOSING.** It is hereby agreed that the "closing agent" for the purchase of the Property shall be Latah County Title Company. Closing shall occur as soon as practicable after Seller vacates the Property, but no later than November 15, 2021. Any extension to the Closing must be agreed upon in writing by Buyer and Seller. Upon Closing, possession shall pass to Buyer.
5. **BUYER'S AND SELLER'S DUE DILIGENCE REVIEW OF AND ACCEPTANCE OF THE AGREEMENT AND RELATED DOCUMENTS AND OF THE PROPERTY.** Upon closing, Buyer and Seller acknowledge they have exercised due diligence in their review of the Property and the contract documents, and accept the same in reliance upon their own review, AS IS, WITH ALL FAULTS. Buyer has had the Premises inspected and has accepted the inspections which have determined the building is structurally sound. Buyer and Seller have reviewed all documents related to this transaction, and have had the opportunity to consult with their own attorneys. Buyer has had reasonable access to the Property.

6. TAXES, ASSESSMENTS AND COSTS.

Seller shall be responsible for the following expenses:

- a. Standard title commitment to be dated on the closing date issued by Latah County Title Company;
- b. The premium for a standard title insurance policy;
- c. Ad valorem taxes, if any, upon the Property for any time prior to the closing date; and
- d. Real estate commissions and fees, if any, incurred on behalf of Seller.

Buyer shall be responsible for the following expenses:

- a. All notary fees;
- b. The escrow and closing fee;
- c. Recording fees;
- d. Real estate commissions and fees, if any, incurred on behalf of Buyer; and
- e. Ad valorem taxes, if any, upon the Property for any time following the closing date.

Seller and Buyer shall be responsible for the following expenses pro rata:

- a. Any state, county, or city documentary transfer taxes.

7. TITLE. At closing, Seller shall furnish to Buyer a warranty deed in the form attached hereto as Exhibit A, in recordable form, conveying Seller's interest in the Property and all interests appurtenant thereto, guaranteeing clear title free and clear of all liens, claims, defects, and encumbrances, except for permitted exceptions.

8. CONDITION OF TITLE TO THE PROPERTY. Seller warrants that as of the closing date, Seller is vested with a merchantable, unencumbered, insurable, fee simple title to the Property, free and clear of all liens and encumbrances, except for permitted and standard exceptions, taxes and assessments subsequent to date of conveyance, and subject to such rights, easements, covenants, restrictions, assessments, protective covenants, agreements and zoning regulations as appear of record, and/or in the Preliminary Commitment for Title Insurance. If the Property is not vested with merchantable, insurable, fee simple title or the property contains hazardous environmental materials that may impact its financial or physical ability to utilize the property in the manner it intends, Buyer may terminate Agreement immediately and the Deposit shall be refunded. The following, without limitation, are not permitted exceptions: (i) voluntary monetary liens or monetary encumbrances on the Property which are created by a document signed by Seller, including without limitation, deeds of trust and/or mortgages, (ii) mechanic's liens or personal property liens arising from work performed by or at the request of Seller prior to Close of Escrow, (iii) property taxes and assessments accruing for the period prior to Closing, and (iv) exceptions or encumbrances to title which are voluntarily created by way of a document signed by Seller after the date of the Title Commitment.

9. **WAIVER.** A waiver by one Party of one or several defaults in performance of any provisions of this Agreement to be performed by the other Party, shall not be construed as being a waiver of such provision itself, or any subsequent default in performance thereof, or the provisions of this paragraph.
10. **LEGAL ACTION.** In the event action is instituted by either Party hereto to enforce this Agreement, or any part thereof, or to recover damages for any breach thereof, the prevailing Party or Parties in such action shall be entitled to recover their reasonable attorney's fees to be fixed by the Court, in addition to their costs and disbursements in such action.
11. **HEIRS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators and assigns of the Parties hereto.
12. **DELIVERY OF PAPERS.** Time and prompt performance of each provision of this Agreement is of the essence. Upon the faithful performance of all of the terms of this Agreement by the Buyer, and upon payment by Buyer of all sums due hereunder, Seller will cause the title to the Property to be delivered to Buyer.
13. **DEFAULT.** Any breach by either Party of that Party's obligations hereunder shall entitle the other Party to pursue any and all remedies provided by law or equity for such breach including without limitation specific performance of this Agreement. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.
14. **SERVICE OF NOTICES.** All notices required or permitted hereunder shall be in writing. All such notices, and other items herein required to be served, shall be served by mailing the same, postage prepaid, by U.S. certified mail, return receipt requested, or by personal service. A notice or any other item herein required to be served which is mailed and addressed to the address set forth under the signature hereto of the Party for whom it is intended, shall be deemed served and conclusively received five (5) days after it is mailed. A Party may, by notice given as herein provided, change the address for notices to be sent to such Party.
15. **FINAL AGREEMENT.** All contracts and agreements heretofore made by the Parties hereto or their agents pertaining to the sale and purchase of the Property are merged into and superseded by this Agreement which constitutes the sole and entire Agreement thereon between the Parties hereto.
16. **EXECUTION OF INSTRUMENTS.** The Parties hereto agree to execute, acknowledge and deliver such instruments as shall be proper and necessary to carry out and effectuate the undertakings of the Parties as expressed in this Agreement.
17. **TITLE INSURANCE – COMMITMENT.** Within fifteen (15) days of the Execution Date, Seller shall, at Seller's expense, provide a preliminary commitment for a standard form policy of title insurance to be issued through Latah County Title Company to Buyer. Said preliminary commitment and the title policy to be issued shall contain no exceptions other

than those provided in said standard form, permitted exceptions and those noted herein. Within fifteen (15) days of receiving a title commitment, Buyer shall notify Seller of any title exceptions it wishes to have removed. Seller shall notify Buyer if unacceptable title exceptions cannot be removed before the end of the Due Diligence Period. If title cannot be made so insurable prior to the closing date, this Agreement is voidable at the option of Buyer.

- a. **Unapproved Exceptions.** If any exceptions (other than those specified herein) shown on the Commitment are objected to in writing by the Buyer at least twenty (20) days prior to closing, they shall be removed by Seller by closing.
- b. **Policy.** At closing, Seller shall purchase and deliver to Buyer a standard form Purchaser's policy ("Policy") satisfying the following specifications:
 - i. The Policy shall name Buyer as the insured in the amount of \$975,000; and
 - ii. The Policy shall insure Buyer as the owner of the Real Property, subject only to the following special exceptions: (a) real property taxes subsequent to the date of closing; (b) liens, encumbrances, and conditions accepted in writing by the Buyer on or before closing; and (c) any permitted exceptions and exceptions noted herein.

18. AGREEMENT LANGUAGE. The Parties agree that the language, terms, covenants, conditions and agreements contained in this Agreement are all the product of the negotiations of the Parties. No provision of this Agreement is to be interpreted for or against any Party because that Party or its attorney drafted the provision. The headings in this Agreement are for reference only, and shall not in any way control the meaning or interpretation of this Agreement.

19. MISCELLANEOUS. This Agreement is subject to the following terms and conditions.

- a. That the Moscow City Council formally accepted and approved, in a public meeting, this Agreement to Purchase Real Property and authorized the passing of an ordinance approving said sale.
- b. There are no liens, encumbrances or defects upon the title to the Property, which are to be discharged or assumed by Buyer, and title to the Property shall not be subject to any such liens, encumbrances or defects.
- c. City will be permitted to access, maintain and continue use of municipal fiber optic network, which is currently located on the Property. This arrangement will be documented through a license substantially in the form attached hereto as Exhibit B, which is incorporated herein, to be executed at closing. The approved location for the municipal fiber optic network permitted by this Section and as accommodated in the attached Exhibit B, is shown on said Exhibit B.
- d. On or before the closing date, Seller and Buyer shall deposit with the closing agent all funds and instruments necessary to complete the sale.
- e. Seller shall deliver possession to Buyer at time of closing, or earlier by written mutual agreement, without restrictions, covenants, or other encumbrances.

Closing means the date on which all documents are recorded and the sale proceeds are available to Seller.

f. Should the Property or any improvements thereon be materially damaged by Seller prior to closing this sale, this Agreement is voidable at the option of Buyer.

20. **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.

21. **EFFECTIVE DATE.** Effective date hereof means the date that this Agreement is dated immediately below and is the date on which it will take effect regardless of whether one or more of the Parties hereto signed it before or after that date.

DATED this 1 day of September, 2021.

SELLER

City of Moscow
206 East Third Street
Moscow, ID 83843

By:


Bill Lambert, Mayor

BUYER

Board of Regents of the University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

By:


Brian Foisy
Vice President, Finance & Administration

ATTEST:


Laurie Hopkins, City Clerk



**Exhibit A
WARRANTY DEED**

CITY OF MOSCOW, IDAHO, GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, 875 Perimeter Drive MS 3168, Moscow, Idaho 83844-3168, GRANTEE, and to GRANTEE's heirs and assigns forever, real property situated in the County of Latah, State of Idaho, parcel number PRM0001003005AA, physical address identified as 118 East 4th Street, Moscow, Idaho, more particularly described as follows:

Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning;

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, including any and all timber, water rights, mineral rights, easements, rights-of-way and any and all improvements constructed thereon. HOWEVER, GRANTOR hereby excepts from this conveyance of appurtenances and improvements ownership of certain fiber optic cable and related equipment located on the exterior of said property as shown on Exhibit B of the Purchase Agreement.

GRANTOR does hereby covenant with said GRANTEE that GRANTOR is the owner in fee simple of said premises; that said premises are free from all encumbrances, except those to which this conveyance is expressly made subject and those made, suffered or done by GRANTEE; and subject to reservations, restrictions, dedications, easements, rights of way, and agreements, if any, of record, and general taxes and assessments for the current year, which are not yet due and payable, and that GRANTOR does and will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal this _____ day of _____, 2021.

GRANTOR
City of Moscow, Idaho

GRANTEE
Board of Regents of the University of Idaho

Bill Lambert, Mayor

Brian Foisy, Vice President

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Bill Lambert, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same.

Notary Public for: _____
Residing at: _____
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Brian Foisy, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same.

Notary Public for: _____
Residing at: _____
My Commission Expires: _____

EXHIBIT B

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE GRANT OF LICENSE (this "Grant") is made this _____ day of _____, 2021, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("Grantor"), and the CITY OF MOSCOW, a municipal corporation of the State of Idaho ("Grantee").

RECITALS

A. Grantor has acquired real property identified as 118 East 4th St, Moscow ID 83843 ("Property") from Grantee. Grantee has retained ownership of certain fiber optic cable and related equipment located on the exterior of said property ("Cable") as shown on Exhibit B-1.

B. To maintain, replace or remove Cable, Grantee desires periodic access across Property and Grantor desires to grant such limited, non-exclusive access for such purpose.

NOW, THEREFORE, in consideration of the recitals above which are incorporated into this Grant and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as described below:

1. GRANT: Grantor hereby grants and conveys to Grantee for its contractor or subcontractors, agents, and assigns, subject to all the terms and conditions contained herein, a non-exclusive license to access exterior portions of Property located at 118 East 4th St, Moscow ID 83843, for the purpose of maintaining, replacing, or removing Cable from those locations where it presently exists on Property ("License"). The License does not constitute an estate, tenancy, or interest in real property. The License is a personal right granted to Grantee and is not transferable.

2. NOTICE: Any notice under this Grant shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time-to-time direct in writing:

If to Grantor:

Vice President for Finance and Administration
University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to Grantee:

City of Moscow
PO Box 9203
206 East 3rd St
Moscow ID 83843

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery; (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomsoever received, shall always be effective.

3. NON-EXCLUSIVE RIGHT: Anything in this instrument to the contrary notwithstanding, Grantee agrees to the following conditions:

a. The License herein granted is subject to all easements and encumbrances and is non-exclusive;

b. All materials, equipment, and their related components for Cable existing at the time of this Grant or temporarily placed within the Property by Grantee, or Grantee's agents or contractors ("Grantee's Property") shall remain the property of the Grantee or Grantee's agents or contractors during the term of this License;

c. Grantee shall not interfere with the property uses of Grantor as Grantor and its successors and assigns retain the right to full use of the Property except to the extent such Grantor uses preclude the limited permission for Grantee's ongoing maintenance of Cable and its related access specifically authorized by this License;

d. Grantee and Grantee's agents or contractors shall at all times safely utilize and maintain Grantee's Property within the Property and Grantee shall comply with Grantor's security or safety standards when notified of such by Grantor; and

e. Grantee shall not perform any alterations, repair, or additions to the structure or exterior building surfaces (including but not limited to the roof structure or coverings) without the written approval of Grantor which approval may be withheld in Grantor's sole determination. However, Grantee may maintain, replace, or remove Cable as provided herein, so long as Grantee promptly repairs and restores, to its prior condition, Grantor's real property or improvements within the Property if damaged or disturbed by Grantee or Grantee's contractors or subcontractors.

4. INDEMNITY AND INSURANCE: The parties' liability shall be as set forth in Exhibit B-2, which is incorporated by this reference as if set forth in full herein.

5. CONDITION OF PROPERTY: Grantee shall restore and return Property that Grantee has utilized for placement and access as provided herein cleared and repaired from any damage caused by Grantee's use. If Grantee or Grantee's contractors or subcontractors fail to clear and repair Property, then the Grantor, at its sole discretion, may restore Property that Grantee has utilized for placement or access, and Grantee shall reimburse Grantor for all reasonable costs associated therewith within thirty (30) days from receipt of an invoice. In the event restoration is not completed, the obligations of the Grantee to restore the condition of the Property or reimburse Grantor for all reasonable costs shall survive the termination of this License.

6. COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS: Grantee agrees and shall require its contractors and subcontractors to comply in all respects with all federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the License and Property. In addition, with respect to the activities permitted by this Grant,

Grantee agrees and shall require its contractors and subcontractors to comply with all applicable industry standards pertaining thereto including but not limited to standards and regulations applicable to the access permitted.

7. **HAZARDOUS WASTE.** Grantee will not cause nor permit, by its contractors, subcontractors, or otherwise, any activities on the Property that directly or indirectly result in the Property, or any other property, becoming contaminated with dangerous, hazardous or toxic waste or substances. The foregoing substances shall be stored and disposed of in accordance with all applicable federal, state and local regulations. For purposes of this License, the term "dangerous, hazardous or toxic waste or substances" means any substance or material defined or designated as a dangerous, hazardous or toxic waste, a dangerous, hazardous or toxic material, a dangerous, hazardous, toxic or radioactive substance, or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including, without limitation, a dangerous, hazardous or toxic substance or waste, as defined under Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq.; and the regulations promulgated thereunder. Grantee shall be solely responsible for all costs and expenses relating to the clean-up of dangerous, hazardous or toxic waste or substances from the Property or from any other properties which become contaminated with dangerous, hazardous or toxic waste or substances as a result of Grantee's or Grantee's contractor's or subcontractor's activities on the Property. Grantee shall promptly supply Grantor with copies of any notices, reports, correspondence and submissions made by Grantor to the EPA, Idaho DEQ, the United States Occupational Safety and Health Administration or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous or toxic wastes or substances pursuant to any applicable federal, state or local laws. Grantee's financial responsibility for any costs and expenses required to clean-up dangerous, hazardous, or toxic waste or substance contamination of the Property (if such contamination is caused by the Grantee or Grantee's contractors or subcontractors), shall survive the termination of this License.

8. **TERM.** This License shall become effective upon signature by Grantor and shall terminate upon no less than ninety (90) days written notice from Grantor to Grantee. Upon termination of License, Grantee shall remove all Grantee's Property, unless surrender of Cable is requested or otherwise approved in writing by Grantor. If Cable is removed, Grantee shall repair or restore any damage or disturbance to Property caused by such removal. Grantee's obligations in Section 5 and 7 of this Grant shall survive termination of the License in the manner described in those sections.

9. **GOVERNING LAW AND FORUM.** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this License shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

IN WITNESS WHEREOF, the undersigned have caused this Grant to be executed.

GRANTOR: Board of Regents of the University of Idaho

By: _____
Brian Foisy
Vice President, Finance & Administration

Date: _____

GRANTEE: City of Moscow

By:  _____
Bill Lambert
Mayor

Date: _____

EXHIBIT B-1
"Diagram of Cable Location"



2025 EXHIBIT B-1: NO. 2025-001
REAR SIDE OF THE UNIVERSITY OF MARYLAND POLICE BUILDING

Page 5 of 6

Exhibit B-2

"Liability and Responsibility"

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

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

Hold Harmless (Liability and Responsibility)

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

Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 8-99(2)(a), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

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

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

For City of Moscow:
Signature: [Signature]
Print Name: Brian Lambert
Date: 3-15-19

For the University of Idaho:
Signature: [Signature]
Print Name: [Name]
Date: 2/7/19

For Latah County:
Signature: [Signature]
Print Name: Thomas C. Lamar / Richard Walcott
Date: 1-14-19

Director, Contracts and Purchasing Services

ATTEST: [Signature]

MOU - RELINQUISHING LIABILITY AND RESPONSIBILITY
UNIVERSITY, CITY, AND COUNTY (2018)

Page 1 of 1

**AGREEMENT TO PURCHASE REAL PROPERTY
BETWEEN THE CITY OF MOSCOW, IDAHO
AND THE UNIVERSITY OF IDAHO**

THIS AGREEMENT TO PURCHASE REAL PROPERTY (hereinafter "Agreement") is entered into this 7th day of September, 2021 ("Execution Date"), between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "Seller"), and the Board of the Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, 875 Perimeter Drive MS 3168, Moscow, Idaho 83844-3168 (hereinafter "Buyer").

WITNESSETH:

IT IS AGREED by and between the Parties as follows:

1. CONSIDERATION AND PROPERTY

In consideration of the sum of Nine Hundred Seventy-Five Thousand Dollars (\$975,000) to be paid by Buyer to Seller in cash upon closing, Seller hereby grants unto Buyer the right to purchase all of Seller's right, title and interest in and to the real property situated in the County of Latah, State of Idaho, parcel number RPM0001003005AA, physical address identified as 118 East 4th Street, Moscow, Idaho, more particularly described as follows:

Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning;

together with all easements, rights and appurtenances thereto and improvements thereon all in accordance with the terms and conditions set forth below (hereinafter "the Property").

2. DEPOSIT

Upon execution of the Purchase Agreement, Buyer shall deposit a cashier's check or other security instrument acceptable to Seller as a non-refundable deposit (hereinafter "the Deposit") in the amount of Five Thousand Dollars (\$5,000) into Escrow with Latah County Title Company, 106 E. Second Street, Moscow, Idaho. The Deposit shall be applied to the purchase price of the Property.

3. TERMS AND CONDITIONS

- a. Seller will provide to Buyer, within five (5) business days of execution of the Purchase Agreement, all material documentation currently in its possession or reasonable control relating to the Property and hereby grants to Buyer a license to enter Property for all purposes reasonably related to a full and adequate determination of its

suitability, including without limitation the right to conduct surveys, soil tests, engineering studies, and environmental tests and audits. The Buyer, and Buyer's agents and consultants, shall be permitted to enter the Property, with forty-eight (48) hour notice to Seller to perform such work and inspections. Buyer shall be responsible for any damage or necessary restoration as a result of any subsurface or other explorations or activity by Buyer to restore the Property to its condition preceding any such exploration.

- b. In the event that Buyer is not satisfied with its review, Buyer shall notify Seller in writing of its election not to proceed with the property purchase. Upon receipt of a written election not to proceed, the Purchase Agreement will be terminated immediately, and the Deposit shall be retained by Seller. However, Deposit shall be refunded in the event of title or environmental deficiencies as provided in Section 8 of this Agreement.
 - c. Within sixty (60) days of the date of this Agreement, Buyer shall deposit the remaining necessary funds with Latah County Title Company and take any and all remaining actions necessary to complete the purchase of the property. If Buyer fails to deposit the remaining funds within sixty (60) days of the date of this Agreement, the Agreement shall terminate and Seller shall retain the Deposit.
 - d. Seller shall remove all unattached personal property and waste prior to closing. Seller shall remove all antennas from the roof and shall relocate/install all municipal fiber optic network infrastructure Seller retains on the Property onto the roof of the existing building (except for that fiber optic cable to be leased to Buyer by separate agreement between the parties which may remain within the building). Such removal and relocation/installation shall be inspected and approved by Buyer to confirm suitability of relocation and absence of damage to the building roof or structure.
 - e. Buyer shall not be obligated to close unless and until the University of Idaho Executive Director of the Board of Regents formally approves acquisition contemplated herein.
4. **CLOSING.** It is hereby agreed that the "closing agent" for the purchase of the Property shall be Latah County Title Company. Closing shall occur as soon as practicable after Seller vacates the Property, but no later than November 15, 2021. Any extension to the Closing must be agreed upon in writing by Buyer and Seller. Upon Closing, possession shall pass to Buyer.
5. **BUYER'S AND SELLER'S DUE DILIGENCE REVIEW OF AND ACCEPTANCE OF THE AGREEMENT AND RELATED DOCUMENTS AND OF THE PROPERTY.** Upon closing, Buyer and Seller acknowledge they have exercised due diligence in their review of the Property and the contract documents, and accept the same in reliance upon their own review, AS IS, WITH ALL FAULTS. Buyer has had the Premises inspected and has accepted the inspections which have determined the building is structurally sound. Buyer and Seller have reviewed all documents related to this transaction, and have had the opportunity to consult with their own attorneys. Buyer has had reasonable access to the Property.

6. TAXES, ASSESSMENTS AND COSTS.

Seller shall be responsible for the following expenses:

- a. Standard title commitment to be dated on the closing date issued by Latah County Title Company;
- b. The premium for a standard title insurance policy;
- c. Ad valorem taxes, if any, upon the Property for any time prior to the closing date; and
- d. Real estate commissions and fees, if any, incurred on behalf of Seller.

Buyer shall be responsible for the following expenses:

- a. All notary fees;
- b. The escrow and closing fee;
- c. Recording fees;
- d. Real estate commissions and fees, if any, incurred on behalf of Buyer; and
- e. Ad valorem taxes, if any, upon the Property for any time following the closing date.

Seller and Buyer shall be responsible for the following expenses pro rata:

- a. Any state, county, or city documentary transfer taxes.

7. TITLE. At closing, Seller shall furnish to Buyer a warranty deed in the form attached hereto as Exhibit A, in recordable form, conveying Seller's interest in the Property and all interests appurtenant thereto, guaranteeing clear title free and clear of all liens, claims, defects, and encumbrances, except for permitted exceptions.

8. CONDITION OF TITLE TO THE PROPERTY. Seller warrants that as of the closing date, Seller is vested with a merchantable, unencumbered, insurable, fee simple title to the Property, free and clear of all liens and encumbrances, except for permitted and standard exceptions, taxes and assessments subsequent to date of conveyance, and subject to such rights, easements, covenants, restrictions, assessments, protective covenants, agreements and zoning regulations as appear of record, and/or in the Preliminary Commitment for Title Insurance. If the Property is not vested with merchantable, insurable, fee simple title or the property contains hazardous environmental materials that may impact its financial or physical ability to utilize the property in the manner it intends, Buyer may terminate Agreement immediately and the Deposit shall be refunded. The following, without limitation, are not permitted exceptions: (i) voluntary monetary liens or monetary encumbrances on the Property which are created by a document signed by Seller, including without limitation, deeds of trust and/or mortgages, (ii) mechanic's liens or personal property liens arising from work performed by or at the request of Seller prior to Close of Escrow, (iii) property taxes and assessments accruing for the period prior to Closing, and (iv) exceptions or encumbrances to title which are voluntarily created by way of a document signed by Seller after the date of the Title Commitment.

9. **WAIVER.** A waiver by one Party of one or several defaults in performance of any provisions of this Agreement to be performed by the other Party, shall not be construed as being a waiver of such provision itself, or any subsequent default in performance thereof, or the provisions of this paragraph.
10. **LEGAL ACTION.** In the event action is instituted by either Party hereto to enforce this Agreement, or any part thereof, or to recover damages for any breach thereof, the prevailing Party or Parties in such action shall be entitled to recover their reasonable attorney's fees to be fixed by the Court, in addition to their costs and disbursements in such action.
11. **HEIRS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators and assigns of the Parties hereto.
12. **DELIVERY OF PAPERS.** Time and prompt performance of each provision of this Agreement is of the essence. Upon the faithful performance of all of the terms of this Agreement by the Buyer, and upon payment by Buyer of all sums due hereunder, Seller will cause the title to the Property to be delivered to Buyer.
13. **DEFAULT.** Any breach by either Party of that Party's obligations hereunder shall entitle the other Party to pursue any and all remedies provided by law or equity for such breach including without limitation specific performance of this Agreement. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.
14. **SERVICE OF NOTICES.** All notices required or permitted hereunder shall be in writing. All such notices, and other items herein required to be served, shall be served by mailing the same, postage prepaid, by U.S. certified mail, return receipt requested, or by personal service. A notice or any other item herein required to be served which is mailed and addressed to the address set forth under the signature hereto of the Party for whom it is intended, shall be deemed served and conclusively received five (5) days after it is mailed. A Party may, by notice given as herein provided, change the address for notices to be sent to such Party.
15. **FINAL AGREEMENT.** All contracts and agreements heretofore made by the Parties hereto or their agents pertaining to the sale and purchase of the Property are merged into and superseded by this Agreement which constitutes the sole and entire Agreement thereon between the Parties hereto.
16. **EXECUTION OF INSTRUMENTS.** The Parties hereto agree to execute, acknowledge and deliver such instruments as shall be proper and necessary to carry out and effectuate the undertakings of the Parties as expressed in this Agreement.
17. **TITLE INSURANCE – COMMITMENT.** Within fifteen (15) days of the Execution Date, Seller shall, at Seller's expense, provide a preliminary commitment for a standard form policy of title insurance to be issued through Latah County Title Company to Buyer. Said preliminary commitment and the title policy to be issued shall contain no exceptions other

than those provided in said standard form, permitted exceptions and those noted herein. Within fifteen (15) days of receiving a title commitment, Buyer shall notify Seller of any title exceptions it wishes to have removed. Seller shall notify Buyer if unacceptable title exceptions cannot be removed before the end of the Due Diligence Period. If title cannot be made so insurable prior to the closing date, this Agreement is voidable at the option of Buyer.

- a. Unapproved Exceptions. If any exceptions (other than those specified herein) shown on the Commitment are objected to in writing by the Buyer at least twenty (20) days prior to closing, they shall be removed by Seller by closing.
- b. Policy. At closing, Seller shall purchase and deliver to Buyer a standard form Purchaser's policy ("Policy") satisfying the following specifications:
 - i. The Policy shall name Buyer as the insured in the amount of \$975,000; and
 - ii. The Policy shall insure Buyer as the owner of the Real Property, subject only to the following special exceptions: (a) real property taxes subsequent to the date of closing; (b) liens, encumbrances, and conditions accepted in writing by the Buyer on or before closing; and (c) any permitted exceptions and exceptions noted herein.

18. AGREEMENT LANGUAGE. The Parties agree that the language, terms, covenants, conditions and agreements contained in this Agreement are all the product of the negotiations of the Parties. No provision of this Agreement is to be interpreted for or against any Party because that Party or its attorney drafted the provision. The headings in this Agreement are for reference only, and shall not in any way control the meaning or interpretation of this Agreement.

19. MISCELLANEOUS. This Agreement is subject to the following terms and conditions.

- a. That the Moscow City Council formally accepted and approved, in a public meeting, this Agreement to Purchase Real Property and authorized the passing of an ordinance approving said sale.
- b. There are no liens, encumbrances or defects upon the title to the Property, which are to be discharged or assumed by Buyer, and title to the Property shall not be subject to any such liens, encumbrances or defects.
- c. City will be permitted to access, maintain and continue use of municipal fiber optic network, which is currently located on the Property. This arrangement will be documented through a license substantially in the form attached hereto as Exhibit B, which is incorporated herein, to be executed at closing. The approved location for the municipal fiber optic network permitted by this Section and as accommodated in the attached Exhibit B, is shown on said Exhibit B.
- d. On or before the closing date, Seller and Buyer shall deposit with the closing agent all funds and instruments necessary to complete the sale.
- e. Seller shall deliver possession to Buyer at time of closing, or earlier by written mutual agreement, without restrictions, covenants, or other encumbrances.

Closing means the date on which all documents are recorded and the sale proceeds are available to Seller.

- f. Should the Property or any improvements thereon be materially damaged by Seller prior to closing this sale, this Agreement is voidable at the option of Buyer.

20. 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.

21. EFFECTIVE DATE. Effective date hereof means the date that this Agreement is dated immediately below and is the date on which it will take effect regardless of whether one or more of the Parties hereto signed it before or after that date.

DATED this 1 day of September, 2021.

SELLER

City of Moscow
206 East Third Street
Moscow, ID 83843

By:




Bill Lambert, Mayor

BUYER

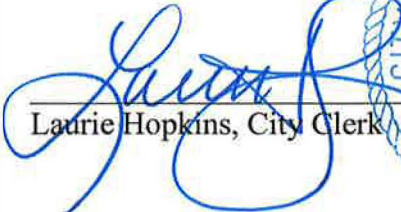
Board of Regents of the University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

By:



Brian Foisy
Vice President, Finance & Administration

ATTEST:



Laurie Hopkins, City Clerk



Exhibit A
WARRANTY DEED

CITY OF MOSCOW, IDAHO, GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the constitution and laws of the State of Idaho, 875 Perimeter Drive MS 3168, Moscow, Idaho 83844-3168, GRANTEE, and to GRANTEE's heirs and assigns forever, real property situated in the County of Latah, State of Idaho, parcel number PRM0001003005AA, physical address identified as 118 East 4th Street, Moscow, Idaho, more particularly described as follows:

Lots Five (5) and Six (6) in Block Three (3) of the Original Town of Moscow as shown by the recorded plat thereof EXCEPTING THEREFROM Commencing at the northwest corner of said Lot Six (6), thence East along the North line of said lot, 62.5 feet; thence South 10 feet; thence West 62.5 feet, thence North 10 feet to the place of beginning;

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, including any and all timber, water rights, mineral rights, easements, rights-of-way and any and all improvements constructed thereon. HOWEVER, GRANTOR hereby excepts from this conveyance of appurtenances and improvements ownership of certain fiber optic cable and related equipment located on the exterior of said property as shown on Exhibit B of the Purchase Agreement.

GRANTOR does hereby covenant with said GRANTEE that GRANTOR is the owner in fee simple of said premises; that said premises are free from all encumbrances, except those to which this conveyance is expressly made subject and those made, suffered or done by GRANTEE; and subject to reservations, restrictions, dedications, easements, rights of way, and agreements, if any, of record, and general taxes and assessments for the current year, which are not yet due and payable, and that GRANTOR does and will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal this _____ day of _____, 2021.

GRANTOR
City of Moscow, Idaho

GRANTEE
Board of Regents of the University of Idaho

Bill Lambert, Mayor

Brian Foisy, Vice President

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Bill Lambert, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same.

Notary Public for: _____
Residing at: _____
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Brian Foisy, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same.

Notary Public for: _____
Residing at: _____
My Commission Expires: _____

EXHIBIT B

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE GRANT OF LICENSE (this "Grant") is made this ____ day of _____, 2021, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("Grantor"), and the CITY OF MOSCOW, a municipal corporation of the State of Idaho ("Grantee").

RECITALS

A. Grantor has acquired real property identified as 118 East 4th St, Moscow ID 83843 ("Property") from Grantee. Grantee has retained ownership of certain fiber optic cable and related equipment located on the exterior of said property ("Cable") as shown on Exhibit B-1.

B. To maintain, replace or remove Cable, Grantee desires periodic access across Property and Grantor desires to grant such limited, non-exclusive access for such purpose.

NOW, THEREFORE, in consideration of the recitals above which are incorporated into this Grant and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as described below:

1. GRANT: Grantor hereby grants and conveys to Grantee for its contractor or subcontractors, agents, and assigns, subject to all the terms and conditions contained herein, a non-exclusive license to access exterior portions of Property located at 118 East 4th St, Moscow ID 83843, for the purpose of maintaining, replacing, or removing Cable from those locations where it presently exists on Property ("License"). The License does not constitute an estate, tenancy, or interest in real property. The License is a personal right granted to Grantee and is not transferable.

2. NOTICE: Any notice under this Grant shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time-to-time direct in writing:

If to Grantor:

Vice President for Finance and Administration
University of Idaho
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to Grantee:

City of Moscow
PO Box 9203
206 East 3rd St
Moscow ID 83843

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery; (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

3. **NON-EXCLUSIVE RIGHT:** Anything in this instrument to the contrary notwithstanding, Grantee agrees to the following conditions:

a. The License herein granted is subject to all easements and encumbrances and is non-exclusive;

b. All materials, equipment, and their related components for Cable existing at the time of this Grant or temporarily placed within the Property by Grantee, or Grantee's agents or contractors ("Grantee's Property") shall remain the property of the Grantee or Grantee's agents or contractors during the term of this License;

c. Grantee shall not interfere with the property uses of Grantor as Grantor and its successors and assigns retain the right to full use of the Property except to the extent such Grantor uses preclude the limited permission for Grantee's ongoing maintenance of Cable and its related access specifically authorized by this License;

d. Grantee and Grantee's agents or contractors shall at all times safely utilize and maintain Grantee's Property within the Property and Grantee shall comply with Grantor's security or safety standards when notified of such by Grantor; and

e. Grantee shall not perform any alterations, repair, or additions to the structure or exterior building surfaces (including but not limited to the roof structure or coverings) without the written approval of Grantor which approval may be withheld in Grantor's sole determination. However, Grantee may maintain, replace, or remove Cable as provided herein, so long as Grantee promptly repairs and restores, to its prior condition, Grantor's real property or improvements within the Property if damaged or disturbed by Grantee or Grantee's contractors or subcontractors.

4. **INDEMNITY AND INSURANCE:** The parties' liability shall be as set forth in Exhibit B-2, which is incorporated by this reference as if set forth in full herein.

5. **CONDITION OF PROPERTY:** Grantee shall restore and return Property that Grantee has utilized for placement and access as provided herein cleared and repaired from any damage caused by Grantee's use. If Grantee or Grantee's contractors or subcontractors fail to clear and repair Property, then the Grantor, at its sole discretion, may restore Property that Grantee has utilized for placement or access, and Grantee shall reimburse Grantor for all reasonable costs associated therewith within thirty (30) days from receipt of an invoice. In the event restoration is not completed, the obligations of the Grantee to restore the condition of the Property or reimburse Grantor for all reasonable costs shall survive the termination of this License.

6. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** Grantee agrees and shall require its contractors and subcontractors to comply in all respects with all federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the License and Property. In addition, with respect to the activities permitted by this Grant,

Grantee agrees and shall require its contractors and subcontractors to comply with all applicable industry standards pertaining thereto including but not limited to standards and regulations applicable to the access permitted.

7. HAZARDOUS WASTE: Grantee will not cause nor permit, by its contractors, subcontractors, or otherwise, any activities on the Property that directly or indirectly result in the Property, or any other property, becoming contaminated with dangerous, hazardous or toxic waste or substances. The foregoing substances shall be stored and disposed of in accordance with all applicable federal, state and local regulations. For purposes of this License, the term "dangerous, hazardous or toxic waste or substances" means any substance or material defined or designated as a dangerous, hazardous or toxic waste, a dangerous, hazardous or toxic material, a dangerous, hazardous, toxic or radioactive substance, or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including, without limitation, a dangerous, hazardous or toxic substance or waste, as defined under Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq.; and the regulations promulgated thereunder. Grantee shall be solely responsible for all costs and expenses relating to the clean-up of dangerous, hazardous or toxic waste or substances from the Property or from any other properties which become contaminated with dangerous, hazardous or toxic waste or substances as a result of Grantee's or Grantee's contractor's or subcontractor's activities on the Property. Grantee shall promptly supply Grantor with copies of any notices, reports, correspondence and submissions made by Grantor to the EPA, Idaho DEQ, the United States Occupational Safety and Health Administration or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous or toxic wastes or substances pursuant to any applicable federal, state or local laws. Grantee's financial responsibility for any costs and expenses required to clean-up dangerous, hazardous, or toxic waste or substance contamination of the Property (if such contamination is caused by the Grantee or Grantee's contractors or subcontractors), shall survive the termination of this License.

8. TERM: This License shall become effective upon signature by Grantor and shall terminate upon no less than ninety (90) days written notice from Grantor to Grantee. Upon termination of License, Grantee shall remove all Grantee's Property, unless surrender of Cable is requested or otherwise approved in writing by Grantor. If Cable is removed, Grantee shall repair or restore any damage or disturbance to Property caused by such removal. Grantee's obligations in Section 5 and 7 of this Grant shall survive termination of the License in the manner described in those sections.

9. GOVERNING LAW AND FORUM. Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this License shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

IN WITNESS WHEREOF, the undersigned have caused this Grant to be executed.

GRANTOR: Board of Regents of the University of Idaho

By: _____
Brian Foisy
Vice President, Finance & Administration

Date: _____

GRANTEE: City of Moscow

By:  _____
Bill Lambert
Mayor

Date: _____

EXHIBIT B-1
"Diagram of Cable Location"



NON-EXCLUSIVE LICENSE AGREEMENT
REGENTS OF THE UNIVERSITY OF IDAHO CITY OF MOSCOW

PAGE 5 OF 6

Exhibit B-2

“Liability and Responsibility”

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

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

Hold Harmless (Liability and Responsibility):

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

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

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

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

For City of Moscow:
Signature: [Signature]
Print Name: Bill Lambert
Date: 2-15-19

For University of Idaho:
Signature: [Signature]
Print Name: Joni Kennedy
Date: 2/7/19

Director, Contracts and Purchasing Services

For Latah County:
Signature: [Signature]
Print Name: Thomas C. Lamar Richard Walser
Date: 1-14-19

ATTEST: [Signature]

MOU - REGARDING LIABILITY AND RESPONSIBILITY
UNIVERSITY, CITY, AND COUNTY (2018)

PAGE 1 OF 1