

Public Works / Finance Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, September 9, 2024

4:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

**1. Approval of Public Works/Finance Committee August 12, 2024 Minutes (ACTION ITEM)
- Laurie M. Hopkins**

2. Disbursement Report August 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending August 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of August 2024.

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

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

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

4. Proposed Lot Line Adjustment at 702 and 718 Public Ave (ACTION ITEM) - Aimee Hennrich

The applicants, Mike and Brooke Lowry and Richard and Dana Hull, are requesting a lot line adjustment between three adjacent parcels. Two of the parcels share the common address of 702 Public Ave and consist of a single-family dwelling on one parcel surrounded by undeveloped land on second parcel. The third parcel is addressed as 718 Public Ave and currently contains a single-family dwelling. The proposed lot line adjustment increases the 702 Public Ave single-

family dwelling parcel from 18,619 sf to 4.44 acres, decreases the 702 Public Ave undeveloped parcel from 4.27 acres to 9,600 sf, and decreases the 718 Public Ave parcel from 1.39 to 1.33 acres. The applicants are requesting the lot line adjustment in order to reduce the size of the undeveloped parcel and meet the required street frontage along Public Avenue. All three lots are within the Low Density, Single Family Residential (R-1) Zoning District where all parcels are required to have a minimum lot area of 9,600 sf and have a minimum lot width of 80 feet. All three proposed parcels meet all zoning requirements of the R-1 Zone.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff with further direction.

5. Wildrose Court PUD Addition Development and Monumentation Agreements (ACTION ITEM) - Todd Drage

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

PROPOSED ACTIONS: Recommend approval of the Development and Monumentation Agreements for the Wildrose Court PUD; or provide staff further direction.

6. Replat of Lots 12 and 13, Quail Run Addition Development and Monumentation Agreements (ACTION ITEM) - Todd Drage

Stacy Smisek, on behalf of RMR Construction LLC., has submitted to the City a final plat for the development of a property at the northeast corner of the intersection of Highway 95 and Quail Run Drive. On November 6, 2023, the City Council approved the preliminary plat for this property. The final plat is titled "Replat of Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow" and will be presented for City Council approval on September 16th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, warranties, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval.

PROPOSED ACTIONS: Recommend approval of the Development and Monumentation Agreements for the Repat of Lots 12 and 13, Quail Run Addition; or provide staff further direction.

7. Woodbury 1st Addition Development Agreement Amendment (ACTION ITEM) - Todd Drage

Woodbury Land LLC, has submitted to the City a request to modify the phasing for the Woodbury 1st Addition Subdivision. The final plat, titled Woodbury 1st Addition, and the Development Agreement for the Addition was approved by City Council on Monday, October

17, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 17 single family lots being included in a 1st phase, 17 single family lots included in a 2nd phase, and then the remaining 45 lots being included in a 3rd phase. The original agreement was then amended in 2023 requesting a modified phasing plan. Woodbury Land LLC is requesting a 2nd amendment to phase the remaining lots in the development in 6 more phases (7 phases total). The agreement amendment provides a new figure, detailing the 7 phases. The amendment to the agreement along with the original development agreement and the 1st amendment included as attachments to the 2nd amendment have been included with this packet.

PROPOSED ACTIONS: Recommend approval of the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition; or provide staff with further direction.

8. Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat (ACTION ITEM) - Mike Ray

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

PROPOSED ACTIONS: Recommend approval of the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat; or provide staff further direction.

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

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

PROPOSED ACTIONS: Recommend approval of the Wildrose Court Addition Final Plat and Final PUD; or provide staff further direction.

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, August 12, 2024

4:00 PM

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

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

PRESENT: Sandra Kelly, Gina Taruscio, Bryce Blankenship

OTHERS: Mayor Art Bettge; Julia Parker

STAFF: Bill Belknap, Sarah Banks, David Schott, Cody Riddle, Tyler Palmer, Mia Bautista, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Public Works/Finance Committee July 8, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Disbursement Report July 2024 (ACTION ITEM) - Sarah Decker

Presentation of the Accounts Payable Report for the month ending July 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2024.

Decker introduced the item highlighting the major expenses including payroll, Brent Drive sewer project, booster station phase 2, Lilly Street reconstruction, and A Street reconstruction. The Committee approved and authorized the use of digital signatures to sign the Disbursements Report for the month of July 2024.

3. Open Budget for Fiscal Year 2023-2024 (FY2024) Review (ACTION ITEM) - Sarah Decker

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. The City completed its FY2024 budget adoption in August 2023 and headed into its FY2023 fiscal year-end. During the fiscal year-end, it was determined that two major operating funds, the general fund and sanitation fund, accumulated unanticipated and unappropriated fund balances. Additionally, during the FY2024 fiscal year, the City received an unanticipated federal grant award. The City Council authorized expenditures pertaining to this federal grant to assist the Moscow Police Department in purchasing electronic ticketing equipment to replace existing outdated units and purchase new units for eleven police vehicles. Staff is proposing to amend Ordinance 2023-07 in the amount of \$2,510,000 to accommodate both the unappropriated fund balances and the council-authorized grant revenue and expenditures.

PROPOSED ACTIONS: Recommend that the City Council conduct a public hearing and adopt the Open Budget Ordinance, or provide staff with further direction.

Decker introduced the item as written above. The FY2024 budget amendments are approximately \$2,510,000 within the General Fund, Sanitation Fund and Information Systems. The General Fund ended FY2023 with an unanticipated and unappropriated fund balance of approximately \$1.9M due to vacant positions, a position holdback and no expenses within the affordable housing line item. Investments and refunds/reimbursements revenues ended higher than anticipated. provided expenditures to stay lower than anticipated. The City has been accumulating unanticipated fund balance in the Sanitation Fund because the land fill closure was coming up. This also will need to move to Sanitation Capital. Information

Systems had an unanticipated grant for electronic ticketing. The Committee forwarded the item to the regular agenda for a public hearing.

4. Latah County Library District Building Lease Agreement Extension (ACTION ITEM) - David Schott

In 2014, the City of Moscow (City) and Latah County Library District (District) entered into a lease agreement for a ten (10) year term to lease the City-owned building located at 110 S Jefferson Street, Moscow, Idaho. The term of the Agreement is set to expire September 30, 2024. The proposed amendment to the agreement would extend the current term of the agreement until September 30, 2025. All other terms and conditions of the Agreement shall remain in full force and effect. The Latah County Library District Board of Trustees hired April Hernandez, Library Director, after the retirement of the previous director. The request to extend the term of the existing agreement for one (1) year is to provide time for the Library District Director to become familiar with the partnership between the City and District.

PROPOSED ACTIONS: Recommend approval of the amendment to the 2014 Lease Agreement between the City of Moscow and Latah County Library District to extend the term of the current lease agreement until September 30, 2025; or provide staff with further direction.

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

5. Palouse Basin Aquifer Committee Memorandum of Agreement (MOA) (ACTION ITEM)- Tyler Palmer

The Palouse Basin Aquifer Committee (PBAC) operates under an interagency agreement which expired August, 2023. A memorandum of agreement was adopted in November of 2023 to allow time to draft updates to the interagency agreement to better reflect current needs and practices. The proposed Interstate Agreement has been reviewed by the respective agencies and is proposed for approval by Council.

PROPOSED ACTIONS: Recommend approval of the new Interstate Agreement for Moscow's participation in the Palouse Basin Aquifer Committee or provide staff with further direction.

Palmer introduced the item as written above adding this new MOU clarifies quite a few components but doesn't shift any roles and responsibilities and is a 10 year term. Once approved by all organizations, it will be sent to the Attorney General's office. In answer to a question by Kelly, as there are more contracts, entities will have to take some responsibility because PBAC isn't a separate legal entity and cannot receive grant funds which means they will need to still run projects through the cities/counties/universities. The Committee is comfortable with a ten year agreement. They recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting closed at 4:17 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

Disbursement Report August 2024 (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending August 31, 2024. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of \$3,132,203.26.

Payroll	\$1,392,423.00
Professional Services	\$154,213.00
Sanitation	\$347,905.00
Capital Outlay	\$51,246.00
Capital Outlay-Vehicles/Public Safety	\$69,357.00
Capital Outlay - Improvement	\$409,665.00
Minor Equipment	\$34,934.00
Supplies	\$116,413.00
Utilities	\$97,768.00
Contractual Payments	\$227,098.00
ACH Wells Fargo	\$40,010.00
Total	\$2,941,032.00

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of August 2024.

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of August 2024.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. August Revenue Report 2024
2. Cash & Investments Balances - August 2024
3. Disbursement Report - August 2024
4. Major Expenditures Report - August 2024

RECEIPTS REPORT FOR AUGUST 2024

		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	
	FUND NAME											Grand Total
Fund #												
101	GENERAL	58,226.35	124,551.12	89,111.34	82,052.00	152,083.24	18,120.68	300,578.26	10,154.54	0.00	5,080.42	839,957.95
105	STREETS	7,862.80	0.00	0.00	0.00	0.00	0.00	0.00	21,496.09	0.00	0.00	29,358.89
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	78,252.42	0.00	0.00	-618.66	775.00	-0.25	78,408.51
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	2,340.00	0.00	0.00	0.00	0.00	0.00	10,431.01
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	1,671.12	0.00	0.00	0.00	0.00	0.00	1,671.12
220	WATER	0.00	0.00	0.00	0.00	883,272.98	0.00	1,547.62	326.49	0.00	0.00	885,147.09
230	SEWER	0.00	0.00	0.00	0.00	702,084.27	0.00	1,954.13	225.10	0.00	0.00	704,263.50
235	STORMWATER	0.00	0.00	0.00	0.00	47,311.30	0.00	0.00	0.00	0.00	0.00	47,311.30
240	SANITATION	0.00	0.00	0.00	0.00	508,606.47	0.00	0.00	0.00	0.00	0.00	508,606.47
290	FLEET	0.00	0.00	0.00	0.00	81,869.99	0.00	0.00	0.00	0.00	0.00	81,869.99
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	0.00	0.00	0.00	147,205.27
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
335	STORMWATER CAPITAL FUND	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	500.00	0.00	0.00	0.00	31,085.82	0.00	0.00	0.00	31,585.82
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	3,281.59	0.00	0.00	0.00	3,281.59
590	BOND & INTEREST	8,392.22	0.00	0.00	0.00	0.00	0.00	2,825.63	0.00	0.00	0.00	11,217.85
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	74,481.37	124,551.12	89,611.34	90,143.01	2,604,697.06	18,120.68	341,273.05	31,583.56	775.00	5,080.17	3,380,316.36

City of Moscow Cash and Investments Balances as of 8/31/2024		
Fund	Year to Date Balance	
General Fund	\$	8,801,516.82
Street Fund	\$	3,393,228.04
Recreation & Culture	\$	1,377,480.91
MSDCP	\$	124,182.44
1912 Fund	\$	62,208.97
Transit Center	\$	68,699.87
Water Fund	\$	3,520,171.47
Sewer Fund	\$	4,153,701.78
Stormwater Fund	\$	399,569.05
Sanitation Fund	\$	3,940,925.85
Fleet	\$	6,725,891.89
Information Systems	\$	5,964,841.45
Water Capital	\$	5,967,170.33
Sewer Capital	\$	21,804,901.88
Stormwater Capital	\$	315,553.08
Capital Projects	\$	11,712,648.34
Sanitation Capital	\$	8,405,335.04
LID Construction	\$	218.29
Hamilton	\$	792,659.96
Bond & Interest	\$	555,094.40
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,550.56
Total Cash & Investments	\$	89,340,161.53

DISBURSEMENTS REPORT FOR AUGUST 2024												
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
								ACH				
		8/1/2024	8/8/2024	8/15/2024	8/22/2024	8/29/2024	8/19/2024	8/15/2024		8/9/2024	8/23/2024	
		AP 8.2.2024	AP 8.9.2024	AP 8.16.2024	AP 8.23.2024	AP 8.30.2024	8/28/2024 AP 8.9.2024 AP 8.23.2024	8/22/2024 AP 8.16.2024 AP 8.23.2024		PR112	PR113-114	
CHECK #’s		109842-109892	109893-109978	109979-110045	110046-110120	110121-110195	August’s CC ACH’s	August’s ACH’s		21625	21626	
Fund #												
101	GENERAL	7,177.96	225,835.87	12,239.25	11,725.90	24,075.00	16,223.05			357,290.95	372,757.16	1,027,325.14
105	STREETS	143.06	50,444.65	27,727.37	4,772.09	5,296.75	1,027.98	21.11		28,370.97	29,005.07	146,809.05
120	RECREATION AND CULTURE	7,746.47	35,939.79	20,604.33	10,187.12	18,758.27	7,910.98	21.11		136,713.58	127,159.60	365,041.25
121	MSD COMM. PLAY FIELDS		50.44	163.89	57.99		103.77			5,204.70	2,611.39	8,192.18
123	1912 CENTER		17,750.00									17,750.00
128	TRANSIT CENTER		1,684.43	219.03		223.54						2,127.00
220	WATER	14,565.46	78,772.21	9,146.48	15,870.13	34,645.20	858.86			49,668.36	51,027.61	254,554.31
230	SEWER	8,898.09	35,152.93	18,309.63	15,977.85	10,325.44	9,005.69	20,697.72		52,467.30	55,128.23	225,962.88
235	STORMWATER	556.43	1,193.51	1,623.48	6,778.18	15,462.37	259.13	21.11		19,883.67	19,234.46	65,012.34
240	SANITATION		115,065.05	80.02	15,818.60			196,461.78		8,485.36	9,293.65	345,204.46
290	FLEET	40,276.95	6,532.87	4,570.30	63,110.66	194.75	483.25	21.11		14,035.52	14,209.79	143,435.20
295	INFORMATION SYSTEMS	6,337.05	33,428.00	2,211.57	674.00	18,387.20	4,137.15			19,593.39	20,282.30	105,050.66
320	WATER CAPITAL PROJECTS					226,327.34		368.67				226,696.01
330	SEWER CAPITAL PROJECTS	13,986.50		5,980.40	4,639.50	104,609.42		368.67				129,584.49
335	STORMWATER CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJ											0.00
350	CAPITAL PROJECTS		2,996.44	5,498.68	11,788.45	39,378.68		9,796.04				69,458.29
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	99,687.97	604,846.19	108,374.43	161,400.47	497,683.96	40,009.86	227,777.32	0.00	691,713.80	700,709.26	3,132,203.26

Gina Taruscio

Hailey Lewis

Bryce Blankenship

Sarah L. Decker, Director of Finance & Employee Services

Sanitation

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COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S)

Mia Bautista, City Attorney, Laurie Hopkins, City Clerk

DESCRIPTION

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

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Recommend approval contingent on issuance of state and county licenses.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

Staff time to process license.

ATTACHMENTS

1. Neat alcohol transfer application
2. Neat waiver request
3. Map_300 feet
4. Neat site plan
5. Christ Church support_Relocation of Neat
6. Idaho Code T23CH09 liquor 300 feet

7. Idaho Code T23CH10 beer 300 feet
8. Idaho Code T23CH13 wine 300 feet

CITY OF MOSCOW
LIQUOR LICENSE APPLICATION



INFORMATION UPDATE and/or LOCATION TRANSFER

Date: _____

524 S. Main St

APPLICATION TYPE

☐ Information Update (no charge)

☒ Location Transfer

State license #: 1L-32841

LICENSE TYPE AND FEES

Type of License (fees not eligible for prorating)	Amount	Total
☒ Location Transfer – Liquor (includes cost of wine)	\$562.50	562.50
☒ Location Transfer – Beer – retail sale for off-premise consumption	\$50.00	
☒ Location Transfer – Beer – by the drink for on-premise consumption	\$50.00	50.00
☒ Inspection fee CD will charge	\$30.00	
TOTAL		612.50

BUSINESS INFORMATION (required)

☐ Updating corporate licensing information

Business name (DBA) AAET Moscow LLC dba Neat Phone # [REDACTED]

Business street address 107 East 1st, #107

Business mailing address _____

Type of business Cocktail Bar

Business dates of operation Mon-Sat Hours of operation 4-10 PM

Business contact person Tim Kinkeade Phone # [REDACTED]

Business email tim.kinkeade@gmail.com

PROPERTY INFORMATION (complete if transferring to a new location)

Premises are ☐ owned ☒ leased/rented

Building owner name Aggregate Holdings LLC Dan & Linda Mullin

Building owner address 517 South Main St Moscow ID 83843

Building owner contact email daniel@dkmullin.com

Building owner home phone [REDACTED] Building owner cell phone: [REDACTED]

If premises are owned / mortgaged, include a copy of the deed.

If premises are leased or rented, attach a copy of lease or other instrument indicating plainly thereon the clause, which constitutes owner's consent to the sale of alcohol on the premises.

PREMISES DIAGRAM / FLOOR PLAN

If updating a floor plan, attach a sketch (no architectural blue prints) showing the entire area proposed to be licensed to sell, serve, dispense or store alcoholic beverages. **See Attachment B for details and sample drawing.** The sketch should be on paper no larger than 8.5" x 11" and include requirements as stated on **Attachment B.**

IN-STORE MANAGER INFORMATION *(complete if updating)*

Manager's name Tim Kinkeade
Length of Idaho residency 32 years Date of Birth [REDACTED]

- ☐ Yes ☒ No Have you, the manager, ever been convicted of any felony, any alcohol-related misdemeanor or facing any pending criminal charges? *(if yes, attach explanation)*;
- ☐ Yes ☒ No Have you, the manager, within three (3) years immediately preceding the date of filing the application, been convicted of the violation of any law of the State, or any other State, or of the United States, or of any ordinance of any county or of the City, regulating, governing or prohibiting the sale, manufacture, transportation or possession of alcoholic beverages, intoxicating liquors, narcotic drugs or controlled substances, or within said time, suffered the forfeiture of a bond for failure to appear in answer to charges of any such violation *(if yes, attach explanation)*;
- ☐ Yes ☒ No Have you, the manager, within five (5) years preceding the date of filing the application, been convicted of any felony or paid any fine or completed any sentence of confinement *(if yes, attach explanation)*;
- ☐ Yes ☒ No Have you, the manager, within three (3) years immediately preceding the date of filing the application had any license provided for in Moscow City Code, or any license or permit issued to the applicant pursuant to the law or ordinance of the State, or any other state, or of the United States, or of the City, to sell, manufacture, transport or possess alcoholic beverages or intoxicating liquors revoked *(if yes, attach explanation)*.

[Signature]
Manager's Signature

8/27/24
Date

FINAL CERTIFICATION *(required)*

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

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

[Signature]
Applicant's Signature

8/27/24
Date

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

Laurie Lewis
City of Moscow

9/3/2024



Dear Laurie,

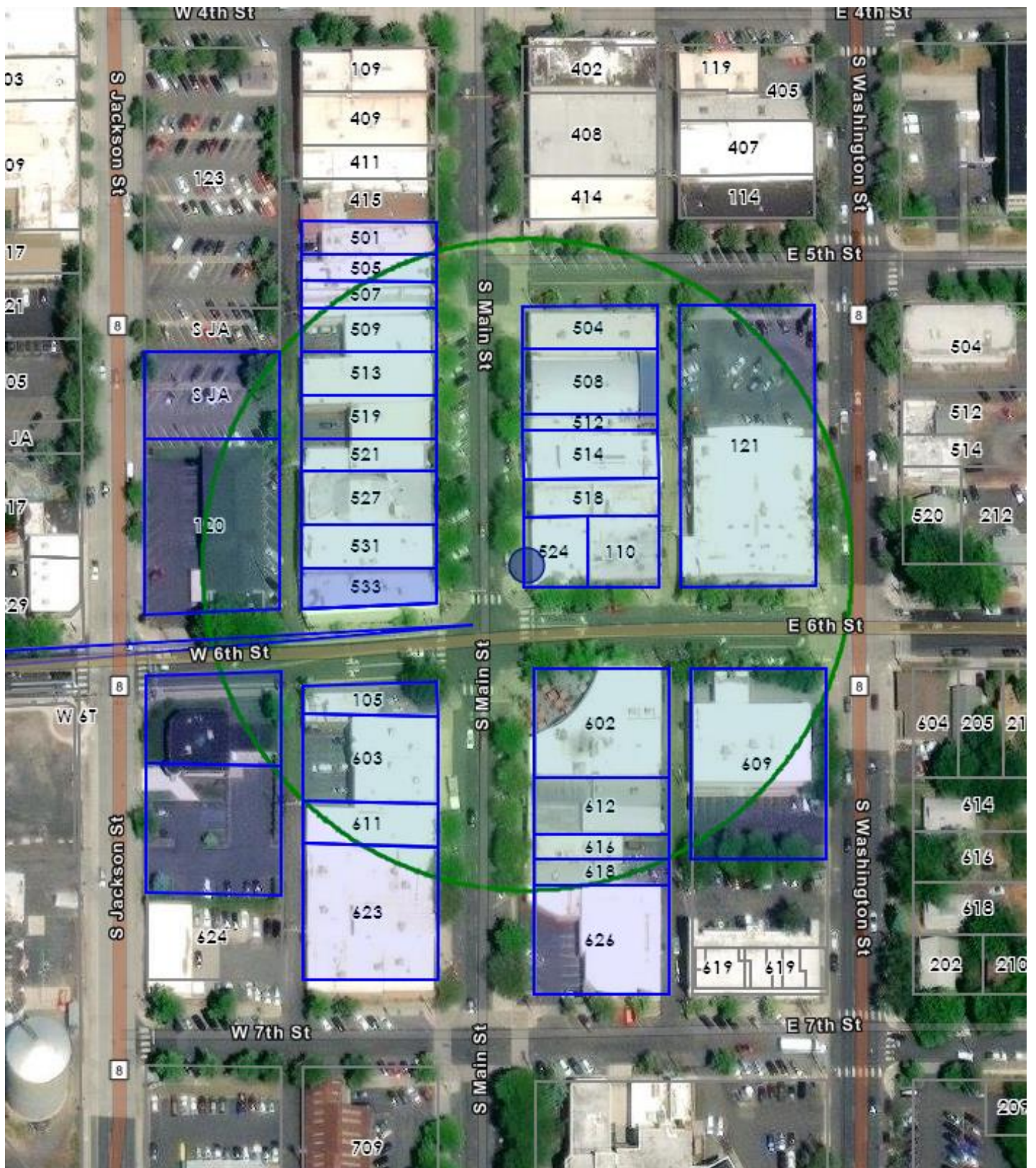
We are seeking a waiver of the state of Idaho 300' from a church or school requirement for the new location of Neat.

You are in possession of the letter from Ben Merkle on behalf of Christ Church and New Saint Andrews, which are within 300', expressing their approval.

Please let me know what I can provide to complete this process?

Kind regards,


Alyssa Morrissette





Laurie M. Hopkins

From: Benjamin Merkle <bmerkle@nsa.edu>
Sent: Tuesday, September 3, 2024 11:04 AM
To: Laurie M. Hopkins
Subject: Re: FW: Relocation of Neat

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

Laurie,

We remain very cool with Neat being there. Nothing has changed from the last letter I wrote affirming this, other than an increased appreciation for common sense application of zoning laws immune to sectarian influences. I hope it goes well for them.

Ben Merkle

President
New Saint Andrews College



On Sep 3, 2024 at 9:51 AM -0700, Laurie M. Hopkins <lhopkins@ci.moscow.id.us>, wrote:

Ben,

I have received an application from Neat in regards to selling on-premise alcohol at 524 S. Main St. As you know, state and city code state "No license shall be issued for any location where beer is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the Council..." The new location is within 300 feet of the Nuart Theatre where church services are held by Christ Church.

As a minister at Christ Church, you previously sent the below email supporting this relocation. As it has been approximately a year since receiving your email, I wanted to touch base and confirm you are still in support of Neat's new location.

The application is tentatively scheduled before the Public Works/Finance Committee on September 9 and City Council on September 16. You are welcome to attend.

I look forward to hearing from you.

Kind regards,

Laurie

Laurie M. Hopkins, CMC

City Clerk

208-883-7015



From: Benjamin Merkle <bmerkle@nsa.edu>
Sent: Tuesday, September 12, 2023 3:34 PM
To: Laurie M. Hopkins <lhopkins@ci.moscow.id.us>
Subject: Relocation of Neat

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

Members of the Public Works/Finance Committee of Moscow City Council,

I am aware that Neat, currently operating in the McConnell building, will be relocating to 524 S Main. I previously wrote to you when you considered their application to occupy their current location. At the time, I believe there was a concern regarding putting a bar that operates a liquor license in close proximity to New Saint Andrews' North Campus. And so I wrote to let you know that we did not anticipate that Neat would cause any problems for us. Now that Neat is looking to relocate, I thought it would be worth me readdressing this question.

As president of New Saint Andrews and as a minister of Christ Church, both operating in close proximity to Neat, I don't see any problems with them operating near us. I now have the added advantage of being able to look back on the last year year of Neat's existence and can confirm that their operation does not pose any kind of difficulty for us.

We wish them the best in this venture. Please consider this letter as being in favor of them operating in this new location.

Sincerely,

Ben Merkle

President

New Saint Andrews College



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 23

ALCOHOLIC BEVERAGES

CHAPTER 9

RETAIL SALE OF LIQUOR BY THE DRINK

23-913. LICENSEE NOT ALLOWED NEAR CHURCHES OR SCHOOLS –
EXCEPTIONS. No license shall be issued for any premises in any
neighborhood which is predominantly residential or within 300 feet of any
public school, church, or any other place of worship, measured in a
straight line to the nearest entrance to the licensed premises, except
with the approval of the governing body of the municipality; provided,
that this limitation shall not apply to any duly licensed premises that at
the time of licensing did not come within the restricted area but
subsequent to licensing same [came] therein.

History:

[23-913, added 1947, ch. 274, sec. 13, p. 870.]

How current is this law?



Idaho Statutes

TITLE 23
ALCOHOLIC BEVERAGES
CHAPTER 10
BEER

23-1011B. BARS OR TAVERNS NOT ALLOWED NEAR CHURCHES OR SCHOOLS – EXCEPTIONS. No license shall be issued for any place where beer is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area but subsequent to licensing came therein.

History:

[23-1011B, added 1978, ch. 349, sec. 1, p. 913.]

How current is this law?

Search the Idaho Statutes and Constitution



Idaho Statutes

TITLE 23

ALCOHOLIC BEVERAGES

CHAPTER 13

COUNTY OPTION KITCHEN AND TABLE WINE ACT

23-1307A. WINE BY THE DRINK ESTABLISHMENT NOT ALLOWED NEAR CHURCHES OR SCHOOLS – EXCEPTIONS. No wine by the drink license shall be issued for any place, where wine is sold or dispensed to be consumed on the premises, whether conducted for pleasure or profit, that is within three hundred (300) feet of any public school, church, or any other place of worship measured in a straight line to the nearest entrance to the licensed premises, except (that) with the approval of the governing body of the municipality; provided that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area, but subsequent to licensing came therein.

History:

[23-1307A, added 1978, ch. 349, sec. 2, p. 913.]

How current is this law?

Search the Idaho Statutes and Constitution

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

Proposed Lot Line Adjustment at 702 and 718 Public Ave (ACTION ITEM) - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

DESCRIPTION

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

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment with no conditions.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Applicant Request
2. Exhibit
3. Current Legal
4. Proposed Legal

July 16, 2024

The Honorable Mayor Art Bettge
and Members of the Moscow City Council
206 E 3rd Street
Moscow, ID 83843

Subject: Lot Line Adjustment

Dear Mayor Bettge and Moscow City Council,

We live at 702 Public Avenue in Moscow. Our property currently has two parcels configured like a doughnut (one small parcel inside an outer ring). We want to adjust our lots lines to create one parcel for our existing home and one that fronts Public Avenue. See the attached exhibits for our proposed lot line adjustment.

Furthermore, to satisfy the R1 zoning requirement of 80 ft. frontage, our proposed lot line adjustment includes transferring approximately 0.007 acres (324 sq.ft.) from our neighbors, Rick and Dana Hull, of 718 Public Ave. They have reviewed and agreed to the attached legal descriptions and exhibits. You can reach Rick and Dana at 509-336-3209 or 509-336-1891.

Thank you for taking your time to review our lot line adjustment proposal. Please feel free to contact us for further information.

Sincerely,

Michael and Brooke Lowry
Tel: 208-596-8145
Email: michaelblowry@gmail.com

July 17, 2024

Jennifer R. Fleischman
Administrative Assistant & Deputy City Clerk
Community Development
504 S. Washington Street, Moscow ID 83843
(208) 883-7035
jfleischman@ci.moscow.id.us

Subject: Lot Line Adjustment

Dear Jennifer,

We live at 718 Public Avenue in Moscow, Idaho. We have reviewed the Lot Line Adjustment exhibits and legal description prepared by HMH Engineering on behalf of Michael and Brooke Lowry, our neighbors at 702 Public Ave.

We agree to transfer approximately 0.007 acres (324 sq.ft.) as indicated to the Lowrys so that their lot configuration will satisfy the R1 zoning requirement of 80 ft. frontage.

We give Mike Lowry permission to adjust our lot line.

Sincerely,



Richard Hull
509-336-3209



Dana Hull
509-336-1891

RECORD OF SURVEY
FOR
MICHAEL LOWRY & RICHARD AND DANA HULL
SITUATE IN THE NW/4 OF SECTION 8
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
LATAH COUNTY, IDAHO
2024

RECORDER'S CERTIFICATE:

FILED THIS ____ DAY OF _____, 2024,

AT ____ O'CLOCK _____M.

AT THE REQUEST OF HMH ENGINEERING

INSTRUMENT NO. _____ FEE: _____

LATAH COUNTY RECORDER

BASIS OF BEARING:

THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.000) ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.0000793407.

LATAH COUNTY RECORDS REFERENCES:

- (R1) REPLAT OF HOMESTEAD ADDITION TO MOSCOW, RECORDED IN BOOK 3 AT PAT 28.
(R2) RECORD OF SURVEY INSTRUMENT No. 633000
(R3) WARRANTY DEED INSTRUMENT No. 616244
(R4) QUITCLAIM DEED INSTRUMENT No. 591510
(R5) WARRANTY DEED INSTRUMENT No. 632321

SURVEYOR'S NARRATIVE:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF MICHAEL LOWRY & RICHARD AND DANA HULL TO PERFORM TWO LOT LINE ADJUSTMENTS. THE FIRST ADJUSTMENT MODIFIES THE BOUNDARY BETWEEN LOWRY AND HULL NEAR THE EASTERLY LOT CORNER COMMON TO LOT 62 AND LOT 63 TO EXPAND THE FRONTAGE OF LOT 62 ALONG PUBLIC AVENUE TO EQUAL 80.00 FEET. THE SECOND ADJUSTMENT MOVES "PARCEL 1" OF (R3) TO THE LOCATION SHOWN HEREON AS PARCEL "B". FOUND MONUMENTS SUBSTANTIALLY FIT RECORD INFORMATION AND WERE HELD EXCEPT WHERE SHOWN HEREON.

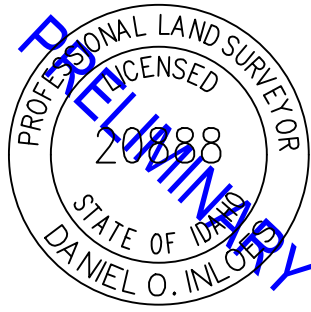
LEGEND:

- FOUND BRASS CAP
○ FOUND 5/8" REBAR, NO CAP OR AS DESCRIBED
◆ FOUND ALUMINUM CAP "PLS 20888"
△ CALCULATED POINT (NOTHING FOUND OR SET)
⊙ SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "INLOES PLS 20888"
⑥ LOT NUMBER PER (R1)
— — — — — SUBJECT PROPERTY BOUNDARY
— — — — — NEW PROPERTY BOUNDARY
- - - - - PROPERTY BOUNDARY BEING ADJUSTED
- - - - - ADJACENT PROPERTY BOUNDARY
- - - - - LOT LINES PER (R1)

SURVEYOR'S CERTIFICATE:

I, DANIEL O. INLOES, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT IT IS IN CONFORMITY WITH CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.


DANIEL O. INLOES, PLS 20888:



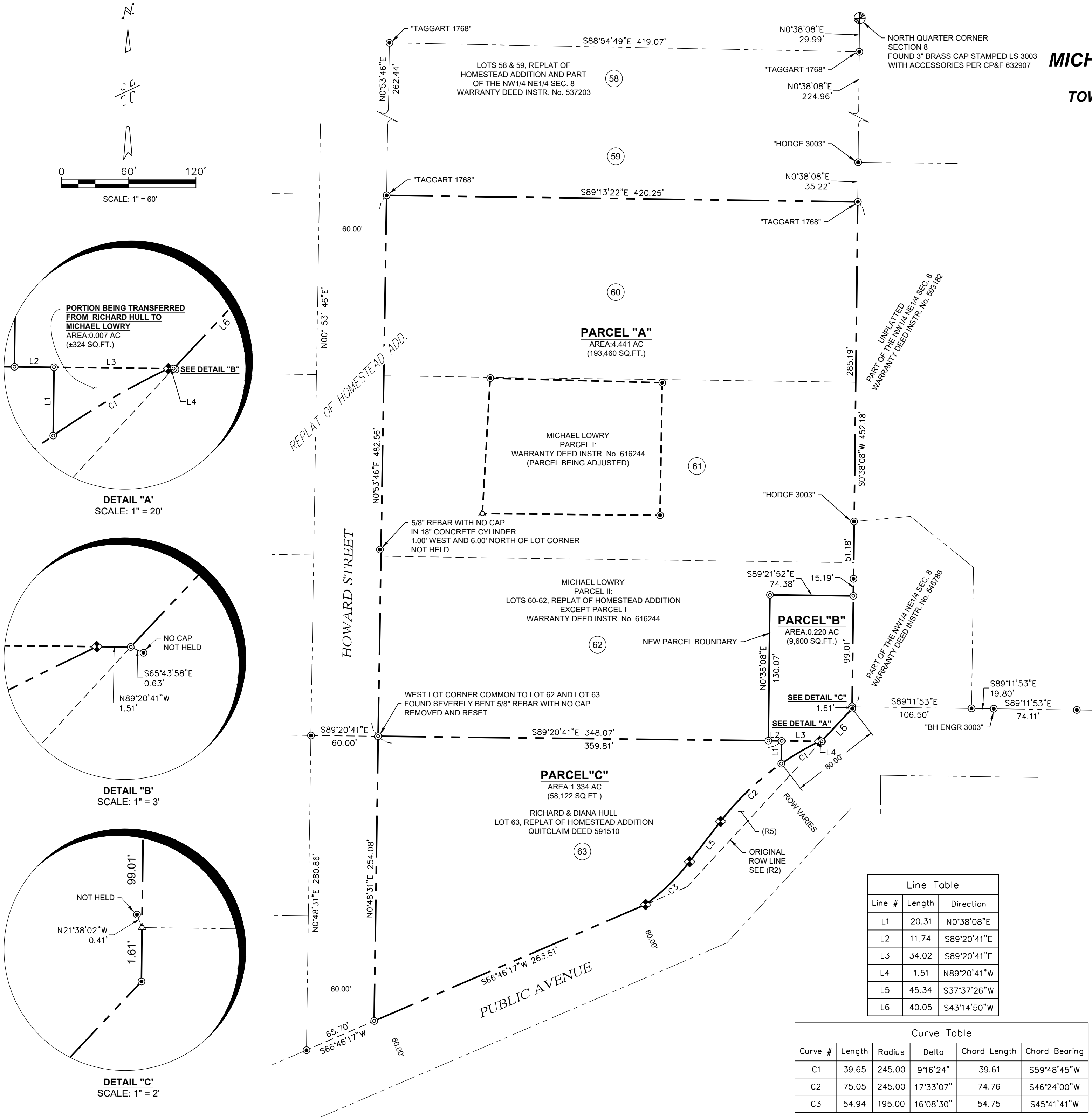
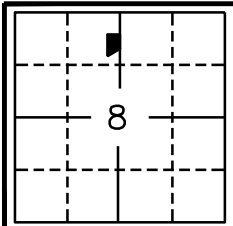
8.13.2024
DATE:

PN:S24115

PAGE 1 OF 1

RECORD OF SURVEY
for
MIKE LOWRY & RICHARD AND DANA HULL

HMH 3882 North Schreiber Way Suite 104
engineering Coeur d'Alene, ID 83815
(208) 635-5825



62947D

WARRANTY DEED

For Value Received, **Joyce A. Parr, an unmarried woman**
the Grantor(s), hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) unto

Michael Lowry and Brooke Lowry, husband and wife
the Grantee(s), whose current address is: **702 Public Ave., Moscow, ID 83843**

the following described premises, located in Latah County, State of Idaho, to-wit:

Parcel I:

A tract of land located in Lot 61 of the Re-Plat of Homestead Addition to the City of Moscow, as shown by the recorded plat thereof, described as follows:

BEGINNING at a point N. 77°03'28" W. 177.84 feet of the Southeast Corner of said Lot 61 of the Re-Plat of Homestead Addition, said point being also S. 54°54'12" W. 210.75 feet of the Northeast Corner of said Lot 61 and running thence N. 0°11' W., 117.92 feet; thence N. 89°45' W., 153.46 feet; thence S. 02°34' W., 120.99 feet; thence N. 89°44' E., 158.50 feet, more or less, to the POINT OF BEGINNING.

Parcel II:

Lots 60, 61 and 62 of the Re-Plat of Homestead Addition to the City of Moscow, as shown by the recorded plat thereof.

EXCEPTING THEREFROM A tract of land located in Lot 61 of the Re-Plat of Homestead Addition to the City of Moscow, as shown by the recorded plat thereof, described as follows:

BEGINNING at a point N. 77°03'28" W. 177.84 feet of the Southeast Corner of said Lot 61 of the Re-Plat of Homestead Addition, said point being also S. 54°54'12" W. 210.75 feet of the Northeast Corner of said Lot 61 and running thence N. 0°11' W., 117.92 feet; thence N. 89°45' W., 153.46 feet; thence S. 02°34' W., 120.99 feet; thence N. 89°44' E., 158.50 feet, more or less, to the POINT OF BEGINNING.

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

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s) successors, heirs and assigns forever. Said Grantor(s) do hereby covenant to and with said Grantee(s), that

Grantor(s) are the owner in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth of record and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

UNOFFICIAL
COPY

Dated this 29 day of June, 2021.

Joyce A. Parr
Joyce A. Parr

STATE OF IDAHO

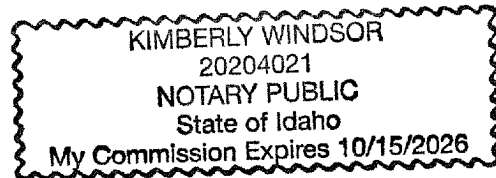
COUNTY OF LATAH

) ss.
)

On this 29th day of June, 2021 before me, the undersigned, a Notary Public, in and for said State, personally appeared Joyce A. Parr 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 she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

X [Signature]
Notary Public For the State of Idaho.
Residing at: Mosco
My Commission Expires: 10/15/2026



NO. **632321**
 AT THE REQUEST OF
City of Moscow
 DATE & HOUR
12/11/2023 8:32 AM
 JULIE FRY
 LATAH COUNTY RECORDER
 FEE \$ 0.00 BY: Alth Deputy

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

Space above this line for Recorder's use only

WARRANTY DEED

Richard E. Hull Sr. and Dana L. Hull, (hereinafter GRANTORS), for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter GRANTEE), and to GRANTEE's heirs and assigns forever, all of the following described real estate located in Latah County, Idaho, to wit:

PARCEL 2

ASSESSOR'S PARCEL NO. RPM04350630010
 FEE ACQUISITION DESCRIPTION

A parcel being a portion of Lot 63 of Re-Plat of Homestead Addition to Moscow, as same is shown on the official plat thereof, recorded in Book 3 of Plats at Page 28 on December 23, 1914, Latah County Records, situate in the Northeast Quarter of the Northwest Quarter of Section 8, Township 39 North, Range 5 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 8 (from which the Northeast Corner of said Section 8 bears South 89°04'25" East, 2634.16 feet distant); Thence South 23°04'15" West, 1109.95 feet to a point of intersection of the northerly right of way of Public Avenue and the west boundary of said Lot 63, being Station 14+29.37, 30.00 feet left of centerline described in F.A.P. A022(402); Thence North 66°46'17" East, on the northerly right of way of Public Avenue, 263.93 feet to Station 16+99.35, 25.00 feet left of said centerline, said point being a point of curvature and being the **POINT OF BEGINNING**;

Thence 54.94 feet on the arc of a curve to the left, having a radius of 195.00 feet, a central angle of 16° 08' 30", and whose chord bears North 45° 41' 41" East, 54.75 feet, to Station 17+61.33, 25.00 feet left of said centerline;

Thence North 37° 37' 26" East, 45.34 feet, to Station 18+06.67, 25.00 feet left of said centerline, to a point of curvature;

Thence 114.71 feet on the arc of a curve to the right, having a radius of 245.00 feet, a central angle of 26° 49' 31", and whose chord bears North 51° 02' 12" East, 113.66 feet, to Station 19+09.67, 25.00 feet left of said centerline, said point being common with the north boundary of said Lot 63;

Thence South 89° 18' 44" East, on the north boundary of said Lot 63, 1.51 feet, to station 19+10.89, 24.34 feet left of said centerline to a point on the existing northerly right of way of Public Avenue;

Thence South 42° 42' 17" West, on the existing northerly right of way of Public Avenue, 176.52 feet, to Station 17+41.16, 12.19 feet left of said centerline;

Thence South 66° 46' 17" West, on the current northerly right of way of Public Avenue, 40.29 feet, to the **POINT OF BEGINNING**.

The above described area contains 0.062 acres (±2,711 sq.ft.), more or less.

632321

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.

GRANTORS do hereby covenant with said GRANTEE that GRANTORS are the owners 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 GRANTORS do and will warrant and defend the same from all lawful claims whatsoever.

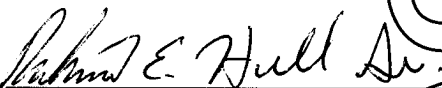
IN WITNESS WHEREOF, GRANTORS has hereunto set their hands and seals this 8th day of December, 2023.

I, Richard E. Hull Sr., certify under penalty of perjury of the law of the State of Idaho, that the foregoing is true and correct and that I am bound by this conveyance.

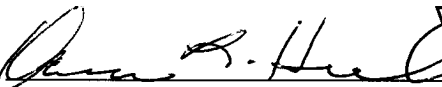
I, Dana L. Hull, certify under penalty of perjury of the law of the State of Idaho, that the foregoing is true and correct and that I am bound by this conveyance.

GRANTORS

Richard E. Hull Sr. and Dana L. Hull



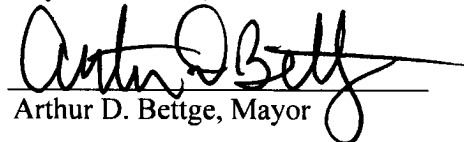
Richard E. Hull Sr.



Dana L. Hull

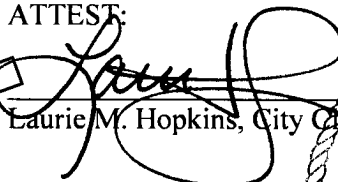
GRANTEE

City of Moscow, Idaho

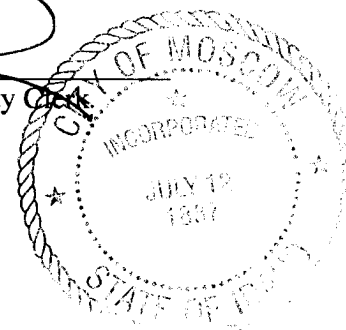


Arthur D. Bettge, Mayor

ATTEST:



Laurie M. Hopkins, City Clerk

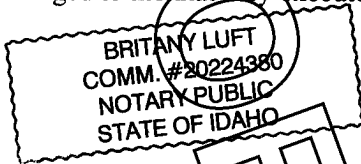


632321

ACKNOWLEDGEMENTS

STATE OF Idaho)
) ss.
 County of Latah)

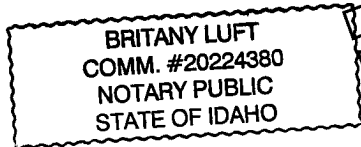
On this 8th day of December, 2023, before me, the undersigned, a Notary Public, in and for said State, personally appeared Richard E. Hull Sr., known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.



Britany Luft
 Notary Public for: Idaho
 Residing at: Moscow
 My Commission Expires: 9/7/28

STATE OF Idaho)
) ss.
 County of Latah)

On this 8th day of December, 2023, before me, the undersigned, a Notary Public, in and for said State, personally appeared Dana L. Hull, 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 they executed the same.



Britany Luft
 Notary Public for: Idaho
 Residing at: Moscow
 My Commission Expires: 9/7/28

591510

NO. _____
 AT THE REQUEST OF
LATAH COUNTY TITLE CO.
 DATE & HOUR: 4-10-18 12:22
 BY: 15th Supper

QUIT CLAIM DEED

The Grantor(s), **Rick Hull**, a married person dealing with his sole and separate property,
 also known as **Richard E. Hull SR**

for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, in
 hand paid, does hereby remise, release and quit claim unto the Grantee,

Richard E. Hull SR and Dana L. Hull, husband and wife

Having a mailing address of 915 Kenneth St. Moscow, ID.

the following described real estate situated in Latah County, Idaho:

Lot 63, Replat of Homestead Addition to the City of Moscow, as shown by the recorded plat
 thereof.

Richard E. Hull Sr.
 Richard E. Hull SR

STATE OF Idaho)
) ss.
 COUNTY OF Latah)

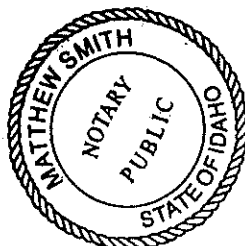
On this 6 day of April, 2018, before me, the undersigned, a Notary Public, in and
 for said State, personally appeared **Richard E. Hull SR** known to me, and/or identified to me on
 the basis of satisfactory evidence, to be the person(s) whose name is subscribed to the within
 instrument and acknowledged to me that he she/they executed the same.

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

[Signature]
 Notary Public for the State of Idaho.

Residing at: Moscow

My commission expires: 6/21/2022



588200

DEED BY PERSONAL REPRESENTATIVE

KNOW ALL BY THESE PRESENTS:

That KATHY HENDRIX, whose address is 1084 Hendrix Road, Moscow, ID 83843, as the Personal Representative of the Estate of EUGENE W. HULL, deceased, pursuant to the laws of the State of Idaho, does hereby grant and convey unto RICK HULL, a married person dealing with his sole and separate property, whose address is 915 Kenneth, Moscow, ID 83843, all of the right, title, and interest of the decedent and his estate in and to the following described real property situated in Latah County, State of Idaho, to-wit:

Lot 63 Homestead Addition to the Town of Moscow as shown by the recorded plat thereof.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this 30 day of August, 2017.

THE ESTATE OF EUGENE W. HULL

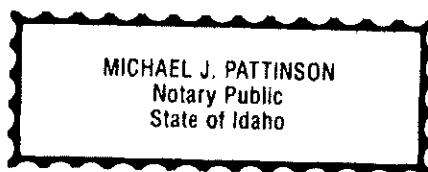
By: Kathy Hendrix
Kathy Hendrix
Personal Representative

DEED BY PERSONAL REPRESENTATIVE - 1

STATE OF IDAHO)
) ss.
 County of Latah)

On this 20 day of August, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared KATHY HENDRIX, known or identified to me to be the Personal Representative of the Estate of Eugene W. Hull, deceased, and acknowledged to me that she executed the same as such Personal Representative.

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



Michael J. Pattinson
 Notary Public for Idaho,
 Residing at Moscow, Idaho.
 My commission expires: 02/05/2023.

DEED BY PERSONAL REPRESENTATIVE - 2

NO. 588200
 AT THE REQUEST OF
John W. Walker
 DATE & HOUR
09.25.17 10:25 am
 HENRIANNE K. WESTBERG
 LATAH COUNTY RECORDER
 FEE \$ 15.00 BY C. Schas
Deputy



EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL "A"

A parcel being Lot 60, Lot 61 and a portion of Lot 62 of Replat of Homestead Addition to Moscow, as same is shown on the official plat thereof, recorded in Book 3 of Plats at Page 28, Latah County Records, situate in the Northeast Quarter of the Northwest Quarter of Section 8, Township 39 North, Range 5 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

BEGINNING at the west lot corner common to Lot 62 and Lot 63 of said Replat of Homestead Addition to Moscow;

Thence North 00°53'46" East, 482.56 feet on the west boundary of Lot 62, Lot 61 and Lot 60 to the northwest corner of Lot 60, being a 5/8" rebar with plastic cap marked "TAGGART 1768";

Thence South 89° 13' 22" East on the north boundary of Lot 60, 420.25 feet to the northeast corner of Lot 60, being a 5/8" rebar with plastic cap marked "TAGGART 1768";

Thence South 00° 38' 08" West on the east boundary of Lot 60, Lot 61 and Lot 62, 351.57 feet to a 5/8" rebar marked "INLOES PLS 20888", hereinafter described as "a set monument";

Thence leaving said east lot line, North 89° 21' 52" West, 74.38 feet to a set monument;

Thence South 00° 38' 08" West, 130.07 feet to a set monument on the south boundary of Lot 62;

Thence North 89° 20' 41" West on the south boundary of Lot 62, 348.07 feet to the **POINT OF BEGINNING**.

The above described parcel contains 4.441 acres (193,460 sq.ft.), more or less.

Prepared by HMH Engineering, LLC.

Daniel O. Inloes, PLS 20888





EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL "B"

A parcel being a portion of Lot 62 and Lot 63 of Replat of Homestead Addition to Moscow, as same is shown on the official plat thereof, recorded in Book 3 of Plats at Page 28, Latah County Records, situate in the Northeast Quarter of the Northwest Quarter of Section 8, Township 39 North, Range 5 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

COMMENCING at the west lot corner common to Lot 62 and Lot 63 of said Replat of Homestead Addition to Moscow (from which the west lot corner common to Lot 59 and Lot 60, being a 5/8" rebar with plastic cap marked "TAGGART 1768" bears North 00°53'46" East, 482.56 feet distant); Thence South 89°20'41" East, on the lot line common to Lot 62 and Lot 63, 348.07 feet to a 5/8" rebar with plastic cap marked "INLOES PLS 20888", hereinafter described as "a set monument", said point being the **POINT OF BEGINNING**;

Thence leaving said common lot line, North 00° 38' 08" East, 130.07 feet to a set monument;
Thence South 89° 21' 52" East, 74.38 feet to a set monument on the east boundary of said Lot 62;
Thence South 00° 38' 08" West, on the east boundary of said Lot 62, 100.61 feet to a 5/8" rebar with no cap, said point being common with the northerly right of way of Public Avenue;

Thence the following three (3) courses on the northerly right of way of Public Avenue:

Thence South 43° 14' 50" West, 40.05 feet to a set monument;

Thence North 89° 20' 41" West, 1.51 feet to an aluminum cap monument marked "INLOES PLS 20888", said point being a point of non-tangent curvature;

Thence 39.65 feet on the arc of a curve to the left, having a radius of 245.00 feet, a central angle of 09° 16' 24", and whose chord bears South 59° 48' 45" West, 39.61 feet to a set monument;

Thence leaving said northerly right of way, North 00° 38' 08" East, 20.31 feet to a set monument on the common lot line between Lot 62 and Lot 63;

Thence North 89° 20' 41" West on said common lot line, 11.74 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.220 acres (9,600 sq.ft.), more or less.

Prepared by HMH Engineering, LLC.
Daniel O. Inloes, PLS 20888





EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL "C"

A parcel being a portion of Lot 63 of Replat of Homestead Addition to Moscow, as same is shown on the official plat thereof, recorded in Book 3 of Plats at Page 28, Latah County Records, situate in the Northeast Quarter of the Northwest Quarter of Section 8, Township 39 North, Range 5 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

BEGINNING at the west lot corner common to Lot 62 and Lot 63 of said Replat of Homestead Addition to Moscow;

Thence South 89° 20' 41" East on the common lot line between Lot 62 and Lot 63, 359.81 feet to a 5/8" rebar with plastic cap marked "INLOES PLS 20888", hereinafter described as "a set monument";

Thence leaving said common lot line, South 00° 38' 08" West, 20.31 feet to a set monument, being point of non-tangent curvature on the northerly right of way of Public Avenue;

Thence the following four (4) courses on the northerly right of way of Public Avenue:

Thence 75.05 feet on the arc of a curve to the left, having a radius of 245.00 feet, a central angle of 17° 33' 07", and whose chord bears South 46° 24' 00" West, 74.76 feet to an aluminum cap monument marked "INLOES PLS 20888";

Thence South 37° 37' 26" West, 45.34 feet to an aluminum cap monument marked "INLOES PLS 20888", said point being a point of tangent curvature;

Thence 54.94 feet on the arc of a curve to the right, having a radius of 195.00 feet, a central angle of 16° 08' 30", and whose chord bears South 45° 41' 41" West, 54.75 feet to an aluminum cap monument marked "INLOES PLS 20888";

Thence South 66° 46' 17" West, 263.51 feet to a set monument, said point being the southwest corner of Lot 63;

Thence North 00° 48' 31" East on the west boundary of Lot 63, 254.08 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1.334 acres (58,122 sq.ft.), more or less.

Prepared by HMH Engineering, LLC.
Daniel O. Inloes, PLS 20888





EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL BEING TRANSFERRED

A parcel being a portion of Lot 63 of Replat of Homestead Addition to Moscow, as same is shown on the official plat thereof, recorded in Book 3 of Plats at Page 28, Latah County Records, situate in the Northeast Quarter of the Northwest Quarter of Section 8, Township 39 North, Range 5 West, Boise Meridian, City of Moscow, Latah County, Idaho, being more particularly described as follows:

COMMENCING at the west lot corner common to Lot 62 and Lot 63 of said Replat of Homestead Addition to Moscow (from which the west lot corner common to Lot 59 and Lot 60, being a 5/8" rebar with plastic cap marked "TAGGART 1768" bears North 00°53'46" East, 482.56 feet distant); Thence South 89°20'41" East, on the lot line common to Lot 62 and Lot 63, 359.81 feet to a 5/8" rebar with plastic cap marked "INLOES PLS 20888", hereinafter described as "a set monument", said point being the **POINT OF BEGINNING**;

Thence continuing on the lot line common to said Lot 62 and Lot 63, South 89° 20' 41" East, 34.02 feet to an aluminum cap monument marked "INLOES PLS 20888", said point being a point of non-tangent curvature and being common with the northerly right of way of Public Avenue;

Thence on the northerly right of way of Public Avenue, 39.65 feet on the arc of a curve to the left, having a radius of 245.00 feet, a central angle of 09° 16' 24", and whose chord bears South 59° 48' 45" West, 39.61 feet to a set monument;

Thence leaving said northerly right of way, North 00° 38' 08" East, 20.31 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.007 acres (±324 sq.ft.), more or less.

Prepared by HMH Engineering, LLC.
 Daniel O. Inloes, PLS 20888



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

Wildrose Court PUD Addition Development and Monumentation Agreements (ACTION ITEM) - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

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

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development and Monumentation Agreements for the Wildrose Court PUD; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Development and Monumentation Agreements for the Wildrose Court PUD.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Wildrose Court - Monumentation Agreement_final with attachment
2. Development Agreement_Wildrose Court_final

**MONUMENTATION AGREEMENT
BETWEEN PROVVIDENZA, LLC AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2024 by and between Provvidenza LLC, an Idaho Limited Liability Company, 2016 South Harding Street, Moscow, Idaho, 83843 (hereinafter "DEVELOPER") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property with CITY.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Wildrose Court Addition Subdivision; and

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

WHEREAS, DEVELOPER desires to record the final plat of Wildrose Court Addition Subdivision; and

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

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

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

1. **PROPERTY AFFECTED:** The Property which is subject to this Agreement is described as Wildrose Court Addition Subdivision (hereinafter "Subdivision"), as shown by the plat on the attached, Attachment "A", herein incorporated by reference.
2. **PROFESSIONAL LAND SURVEYOR:** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Michael E. Dahlin, Idaho PLS #17534.
3. **CONDITIONS OF RECORDING WITHOUT MONUMENTATION:** Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:

- A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and
 - C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT: DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of Three Thousand, Eight Hundred Forty Dollars (\$3,840), which is equal to the one hundred twenty percent (120%) of the Three Thousand, Two Hundred Dollars (\$3,200) estimated by Surveyor to set Subdivision interior monuments.
5. CITY COVENANT: That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Three Thousand, Eight Hundred Forty Dollars (\$3,840) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT: If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION: In the event of the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in their official

capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. **FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION:** In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. **TERM AND SEVERABILITY:** This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY. Provisions of this Agreement shall be deemed severable and the invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.
10. **COVENANTS TO RUN WITH LAND:** This Agreement shall run with the land and benefits and burdens herein described shall be binding on the Parties, heirs, assigns and successors and interest.

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

I, Ronald D. Struthers, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Provvidenza, LLC to this Agreement.

DEVELOPER:

CITY:

Ronald D. Struthers
Provvidenza, LLC

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared Ronald D. Struthers known to me to be the Authorized Agent of Provvidenza, LLC, who is the owner of the affected property.

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

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

Attachment "A"

Section 16, T39N, R5W, BM

Legal Description

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

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

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

Parcel contains 2.53 acres, more or less.

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

Certificate of Owner

Know all persons by these presents, that Providenza LLC, owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as the Wildrose Court PUD to the City of Moscow, Latah County, Idaho The easements as shown on this plat are hereby reserved for public utility and access purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith dedicate to the public, the sanitary sewer and water mains within the private roadway, shown hereon as Wildrose Circle, Tract D for pathway purposes, the right-of-way along Flomer Ln as shown hereon. Said Roadway Area, Tract B, and Open Areas, Tract A and Tract E are to be privately maintained. In witness thereof, the undersigned has set his hand and seal.

Ron Struthers _____ Date _____
Representative, Providenza, LLC

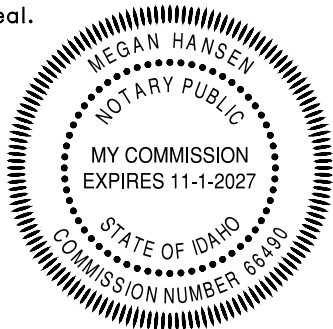
Acknowledgment

STATE OF IDAHO }
COUNTY OF LATAH } S.S.
On this ____ day of _____, 2024, before me, personally appeared, Ron Struthers known or identified to me to be the person whose name is subscribed to the foregoing instrument and that they executed the same.

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

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

Notary Public, _____
Residing in _____
My Commission Expires _____



Approvals

Moscow Planning and Zoning Commission

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this ____ day of _____, 2024.

Chairman, Planning and Zoning Commission

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this ____ day of _____ 2024. Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk Mayor, City of Moscow

City Engineer, City of Moscow

Examined and approved by the City Engineer this ____ day of _____ 2024.

City Engineer, City of Moscow

Latah County Surveyor

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

Latah County Surveyor

Latah County Treasurer

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

Latah County Treasurer

Public Health - Idaho North Central Health District

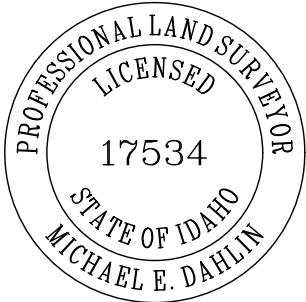
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

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

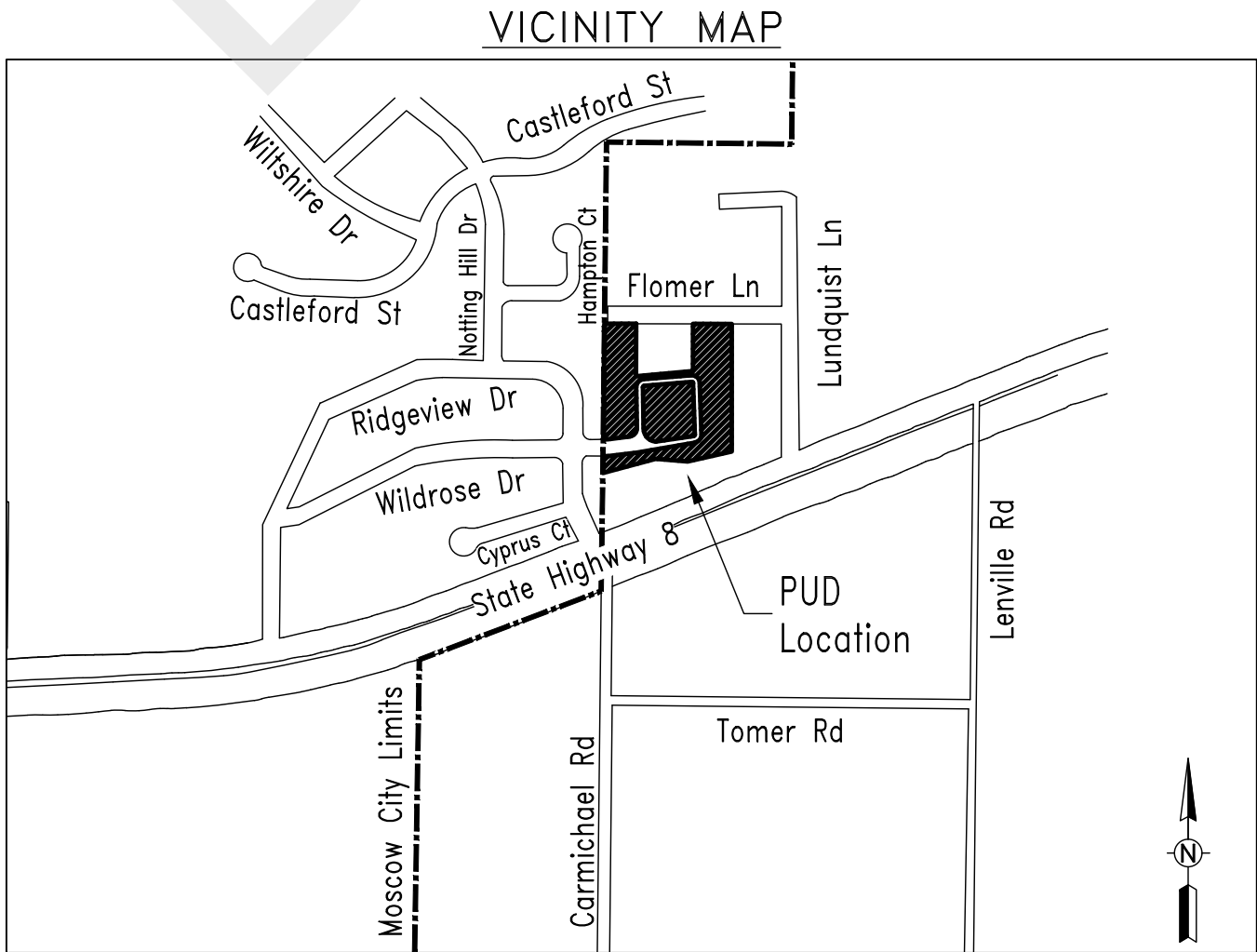
SURVEYOR'S CERTIFICATE

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

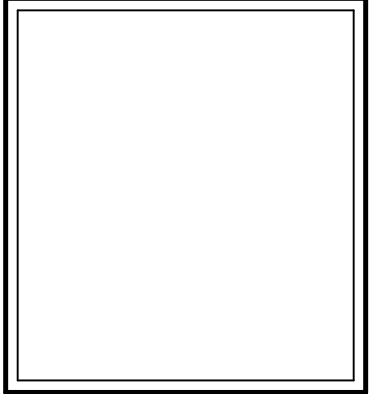
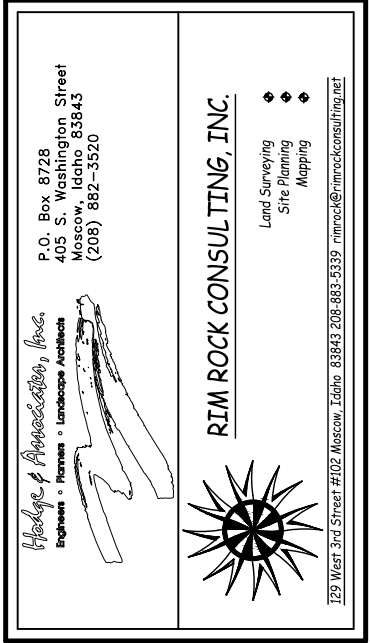
Witness my hand and seal this ____ day of _____, 2024.



Michael E. Dahlin _____ Idaho Professional Land Surveyor



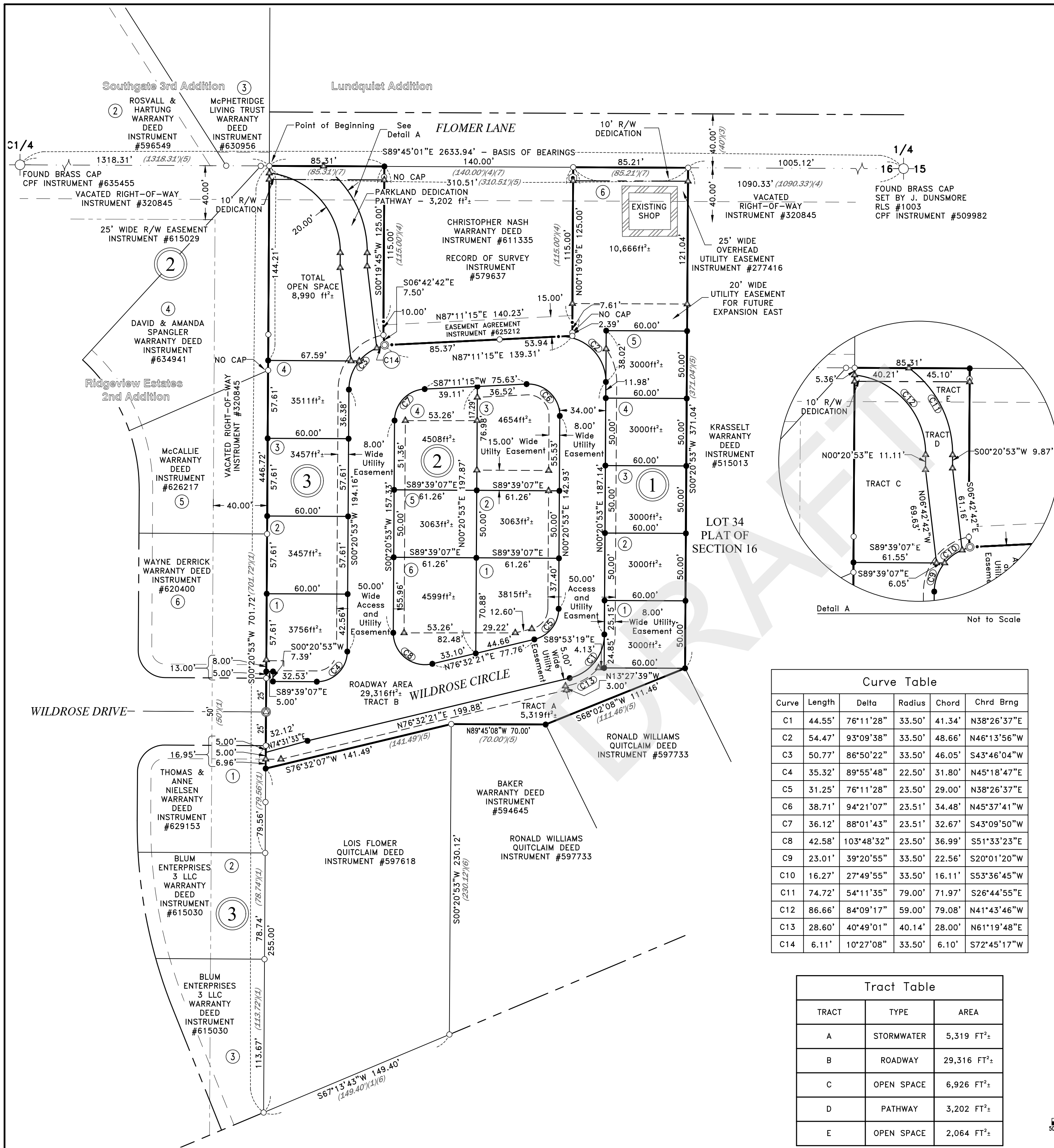
NO. _____ AT THE REQUEST OF: _____
DATE & HOUR: _____ M.
JULIE FRY
LATAH COUNTY RECORDER
FEE \$ _____ BY _____



Subdivision Plat of:
Wildrose Court PUD
Moscow, Idaho

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

1 of 2



Section 16, T39N, R5W, BM

Survey References:

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

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Providenza, LLC in August 2024.

Basis of Bearings

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

Surveyor Narrative

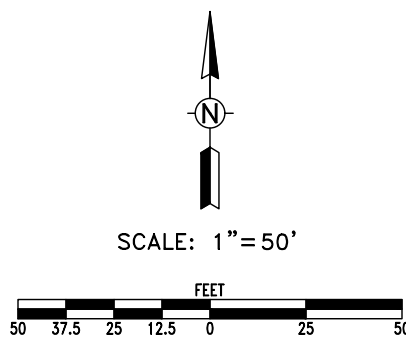
- The purpose of this survey was to locate, monument and map the boundaries of Providenza, LLC, per Record of Survey, Instrument #624009, and to divide said parcel into sixteen separate lots to be, the Plat of Wildrose Court, as shown hereon.
- See Record of Survey, Instrument #624009 for boundary resolution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

Legend

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

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	44.55'	76°11'28"	33.50'	41.34'	N38°26'37"E
C2	54.47'	93°09'38"	33.50'	48.66'	N46°13'56"W
C3	50.77'	86°50'22"	33.50'	46.05'	S43°46'04"W
C4	35.32'	89°55'48"	22.50'	31.80'	N45°18'47"E
C5	31.25'	76°11'28"	23.50'	29.00'	N38°26'37"E
C6	38.71'	94°21'07"	23.51'	34.48'	N45°37'41"W
C7	36.12'	88°01'43"	23.51'	32.67'	S43°09'50"W
C8	42.58'	103°48'32"	23.50'	36.99'	S51°33'23"E
C9	23.01'	39°20'55"	33.50'	22.56'	S20°01'20"W
C10	16.27'	27°49'55"	33.50'	16.11'	S53°36'45"W
C11	74.72'	54°11'35"	79.00'	71.97'	S26°44'55"E
C12	86.66'	84°09'17"	59.00'	79.08'	N41°43'46"W
C13	28.60'	40°49'01"	40.14'	28.00'	N61°19'48"E
C14	6.11'	10°27'08"	33.50'	6.10'	S72°45'17"W

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



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

Surveyor's Information and Seal

Michael E. Dahlin, PLS #17534
Professional Land Surveyor
State of Idaho

Professional Land Surveyor Seal

17534
STATE OF IDAHO
MICHAEL E. DAHLIN

Subdivision Plat of:
Wildrose Court PUD
Moscow, Idaho

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

2 of 2

**DEVELOPMENT AGREEMENT
BETWEEN PROVVIDENZA, LLC
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN PROVVIDENZA, LLC AND THE CITY OF MOSCOW, IDAHO is entered into this _____ day of _____, 2024, by and between Provvidenza, LLC, whose address is 1026 South Harding Street, Moscow, Idaho, 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Wildrose Court Addition Subdivision; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Wildrose Court Addition Subdivision within the City of Moscow, Latah County, Idaho more particularly described as follows:

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

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

Thence continuing along said north line, S89°45'01"E, 85.31 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #611335, Latah County Records;

Thence leaving said north line, along the west line of said parcel S00°19'45"W, 115.00 feet to the southwest corner thereof;

Thence along the west line of a parcel of land, defined in Record of Survey, Instrument #579637, Latah County Records, S00°19'45"W, 10.00 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in said Record of Survey;

Thence S06°42'42"E, 7.50 feet to a 1" diameter pipe;

Thence N87°11'15"E, 139.31 feet to a 5/8" diameter pin with a yellow plastic cap, stamped, "HEDCO, Inc. PE/LS 2102" set in Record of Survey, Instrument #579637;

Thence N00°19'09"E, 2.39 feet to an existing steel pin, with no cap;

Thence N00°19'09"E, 7.61 feet to the southeast corner of a parcel of land described in, Warranty Deed, Instrument #611335;

Thence along the east line thereof, N00°19'09"E, 115.00 feet to the north line of said Northeast Quarter of the Southeast Quarter;

Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records;

Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597733, Latah County Records;

Thence along the north line of said parcel of land, S68°02'08"W, 111.46 feet, to the northeast corner of a parcel of land described in, Warranty Deed, Instrument #594645, Latah County Records;

Thence along the north line of said parcel of land, N89°45'08"W, 70.00 feet, to the northeast corner of a parcel of land described in, Quitclaim Deed, Instrument #597618 , Latah County Records;

Thence along the north line of said parcel of land, S76°32'07"W, 141.49 feet, to the west line of the Northeast Quarter of the Southeast Quarter, and the east boundary line of Ridgeview Estates 2nd Addition;

Thence along said common line, N00°20'53"E, 446.72 feet to the **Point of Beginning**.

Parcel contains 2.53 acres, more or less.

II. PUBLIC IMPROVEMENTS.

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

Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs) and sidewalks; all in accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards") and as may be amended and in accordance with approved engineering plans.

III. TERM.

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

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

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Title 5, Chapter 1, Section 1-10 and as described in Sections VI, VII and VIII herein, has

been provided to ensure construction and warranty repairs of the required public improvements; and

- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

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

VI. SECURITY FOR IMPROVEMENTS.

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

additional construction services that shall be performed subject to the laws of the State of Idaho, relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY.

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

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

VIII. WARRANTY.

- A. All required public improvements, once constructed, dedicated and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the CITY Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by CITY, or shall name CITY as a holder of the warranty Security or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date

of CITY's written acceptance of the public improvements described in Section II of this Agreement.

- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

As part of the subdivision process, this proposed lot division falls under the following requirements of parkland dedication codes of the City:

Parkland dedication for this Addition is being satisfied by the dedication of a 3,202 square foot pathway corridor and the construction of an eight-foot (8') pathway.

X. PHASING.

This project is not being phased and shall not be modified unless agreed in writing and specifically approved by City Council.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION AND SEVERABILITY.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties. The terms and conditions of this Agreement shall be deemed severable. If any part of this Agreement is held invalid or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER

Provvidenza, LLC
1026 S. Harding Street
Moscow, ID 83843
Phone: 208-892-4339

CITY

City of Moscow, Idaho
City Engineer
PO Box 9203
Moscow, ID 83843
Phone: (208) 883-7022

XIX. UNDERSTANDING.

DEVELOPER has read and understood this Agreement and agrees with the contents and conditions thereof. DEVELOPER understands that the terms of this Agreement are contractually and legally binding and that no verbal statement to the contrary, by any person, can void or alter the terms of this Agreement. Specifically, DEVELOPER has had the opportunity to avail itself of legal counsel and of other counsel before entering into this

Agreement and before signing it, and hereby enters into this Agreement knowingly, voluntarily, willingly, and without inducement.

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

I, Ronald D. Struthers, certify, under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Provvidenza, LLC to this Agreement.

DEVELOPER:
Provvidenza, LLC

CITY:
City of Moscow, Idaho

Ronald D. Struthers, Member

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared Ronald D. Struthers known to me to be the Authorized Agent of Provvidenza, LLC, owner of the affected property.

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

(seal)

NOTARY PUBLIC

Residing at _____

My Commission _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

Replat of Lots 12 and 13, Quail Run Addition Development and Monumentation Agreements (ACTION ITEM) - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

Stacy Smisek, on behalf of RMR Construction LLC., has submitted to the City a final plat for the development of a property at the northeast corner of the intersection of Highway 95 and Quail Run Drive. On November 6, 2023, the City Council approved the preliminary plat for this property. The final plat is titled "Replat of Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow" and will be presented for City Council approval on September 16th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, warranties, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development and Monumentation Agreements for the Replat of Lots 12 and 13, Quail Run Addition; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Development and Monumentation Agreements for the Replat of Lots 12 and 13, Quail Run Addition.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Quail Run Re-plat-Monumentation Agreement_Final with attachment
2. Development Agreement_Quail Run Replat_final

**MONUMENTATION AGREEMENT
BETWEEN RMR CONSTRUCTION LLC AND
CITY OF MOSCOW, IDAHO**

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 2024 by and between RMR Construction LLC, an Idaho Limited Liability Company, PO Box 10001, Moscow, Idaho, 83843 (hereinafter "DEVELOPER") and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property with CITY.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as Replat of Lots 12 & 13 of Block 3; and

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

WHEREAS, DEVELOPER desires to record the final plat of Replat of Lots 12 & 13 of Block 3; and

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

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

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

1. **PROPERTY AFFECTED:** The Property which is subject to this Agreement is described as Replat of Lots 12 & 13 of Block 3 (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment "A".
2. **PROFESSIONAL LAND SURVEYOR:** For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Michael E. Dahlin, Idaho PLS #17534.
3. **CONDITIONS OF RECORDING WITHOUT MONUMENTATION:** Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:

- A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and
 - C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT: DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of Three Thousand, Eight Hundred Forty Dollars (\$3,840), which is equal to the one hundred twenty percent (120%) of the Three Thousand, Two Hundred Dollars (\$3,200) estimated by Surveyor to set Subdivision interior monuments.
5. CITY COVENANT: That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Three Thousand, Eight Hundred Forty Dollars (\$3,840) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT: If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION: In the event of the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in their official

capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. **FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION:** In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. **TERM AND SEVERABILITY:** This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY. Provisions of this Agreement shall be deemed severable and the invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.
10. **COVENANTS TO RUN WITH LAND:** This Agreement shall run with the land and benefits and burdens herein described shall be binding on the Parties, heirs, assigns and successors and interest.

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

I, Stacy Smisek, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind RMR Construction LLC to this Agreement.

DEVELOPER:

Stacy Smisek
RMR Construction LLC

CITY:

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared Stacy Smisek known to me to be the Authorized Agent of RMR Construction LLC, who is the owner of the affected property.

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

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

Attachment "A"

Section 5, T39N, R5W, BM

LEGAL DESCRIPTION

A parcel of land, being Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow, Instrument #626554, Latah County Records, located in the Southwest Quarter of the Southwest Quarter of Section 5, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Quail Run Addition to the City of Moscow, Instrument #414835, Latah County Records, Thence along the north line thereof the following two courses:
S89°18'40"E, 269.02 feet to the northwest corner of Lot 12 of Block 3 of said Quail Run Addition;
Thence S89°18'40"E, 100.23 feet to the northeast corner of Lot 12 of Block 3 of said Quail Run Addition;
Thence along the east boundary of said Lot 12 the following two courses:
S23°27'24"W, 327.40 feet;
Thence S61°49'36"W, 104.90 feet to the north right-of-way line of Pintail Lane;
Thence along said north right-of-way line the following two courses:
64.92 feet along a curve to the left, said curve having a Delta = 16°31'57", Radius = 225.00 feet, Chord = 64.70 feet and a Chord Bearing = N41°41'26"W to the southeast corner of Lot 13 of Block 3 of Quail Addition;
Thence 108.49 feet along a curve to the left, said curve having a Delta = 27°37'36", Radius = 225.00 feet, Chord = 107.44 feet and a Chord Bearing = N63°46'13"W to the southwest corner of Block 3 of Quail Addition and a point on the east right-of-way line of State Highway 95;
Thence along said east right-of-way line and along the west boundary of said Block 3 the following three courses:
N00°39'36"E, 239.30;
Thence S84°15'15"W, 10.06 feet;
Thence N00°39'36"E, 20.24 feet to the Point of Beginning.

Parcel contains 2.08 Acres, more or less.

DEDICATION

Know all persons by these presents, that RMR Construction LLC, owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as the Replat of Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public access and utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith dedicate the southwesterly 5.00 feet of this land, adjacent to Pintail Lane, as public right-of-way. In witness thereof, the undersigned have set their hands.

Stacy Smisek,
Member, RME Construction, LLC

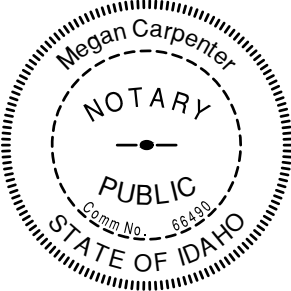
ACKNOWLEDGMENTS

State of _____
County of _____

On this _____ day of _____, 2024, before me, the undersigned Notary Public in and for the State of _____, personally appeared Stacy Smisek, known or identified to me to be the a member of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public, _____
Residing in _____
My Commission Expires _____



APPROVALS

Moscow Planning and Zoning Commission

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2024.

Chairman, Planning and Zoning Commission

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____, 2024. Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk Mayor, City of Moscow

City Engineer, City of Moscow

Examined and approved by the City Engineer this _____ day of _____, 2024.

City Engineer, City of Moscow

Latah County Surveyor

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

Latah County Surveyor

Latah County Treasurer

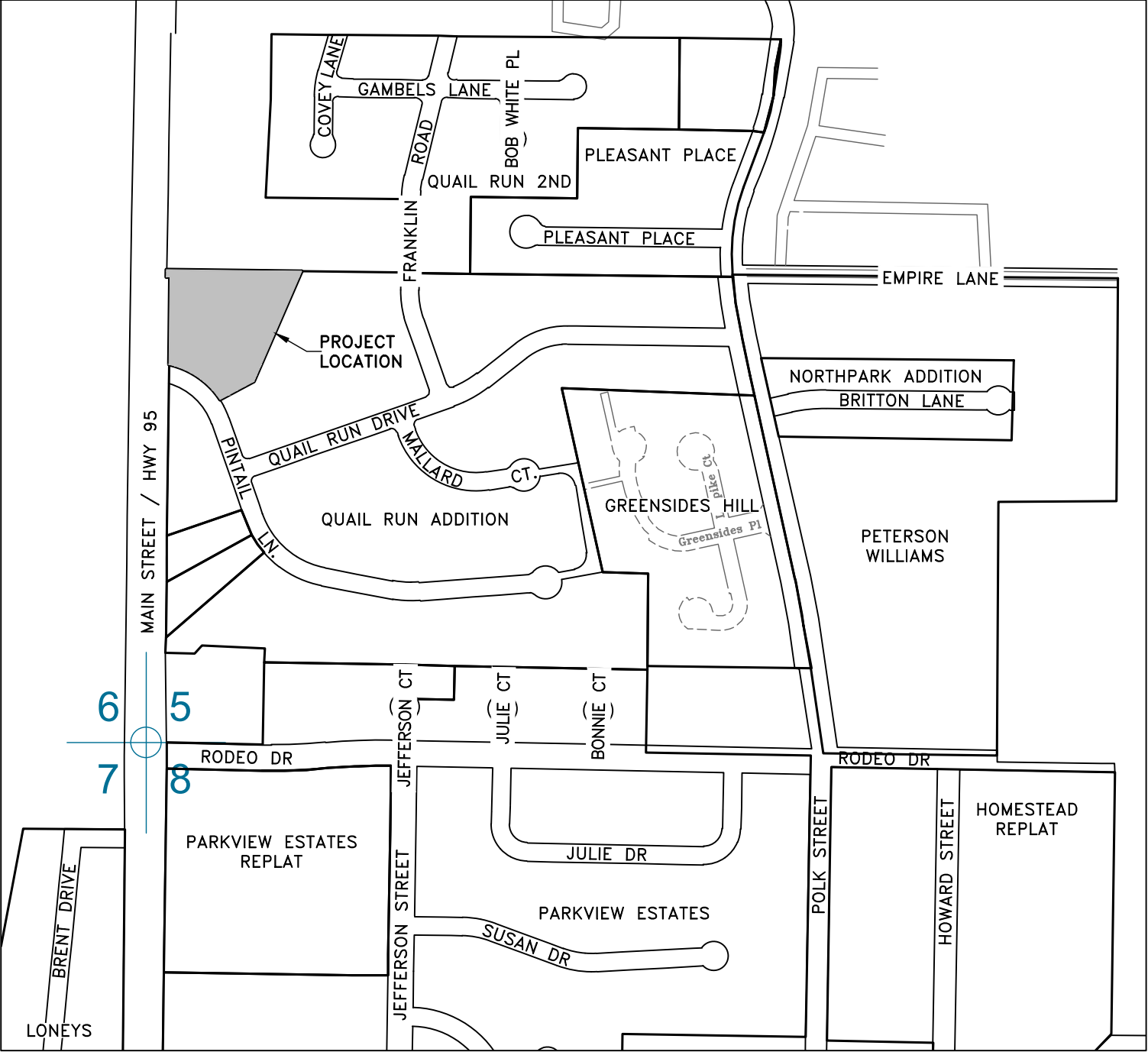
I hereby certify that taxes and assessments on property shown hereon have been paid for 2023 and preceding years as of this _____ day of _____, 2024.

Latah County Treasurer

Public Health - Idaho North Central Health District

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

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



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, Michael E. Dahlin, P.L.S. #17534, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon. The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 7-01-2025, as referenced on the plat and approved by the City of Moscow. Witness my hand and seal this _____ day of _____, 2024.



Michael E. Dahlin, PLS #17534

PRELIMINARY
NOT FOR
RECORDING

Replat of Lots 12 & 13 of Block 3
of Quail Run Addition to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	4643 Replat
Tab:	Sign
Plot Style	Default.ctb
Project:	4643-04-23
Date:	8/20/24

1 of 2

Section 5, T39N, R5W, BM

Survey References:

1. Plat of Quail Run Addition to the City of Moscow, Instrument #414835, by L. Hodge PE/LS #3003.
2. Permanent Ingress/Egress and Underground Utilities Easement, Instrument #462732.
3. Record of Survey, Instrument #464349, by L. Hodge PE/LS #3003.
4. Corporation Warranty Deed, Instrument #511861, United Guaranty Residential Insurance Company to Walker.
5. Warranty Deed, Instrument #525525, Friendshuh to Walker.
6. Quitclaim Deed, Instrument #633448 Smisek to RMR Construction, LLC.

Basis of Bearings

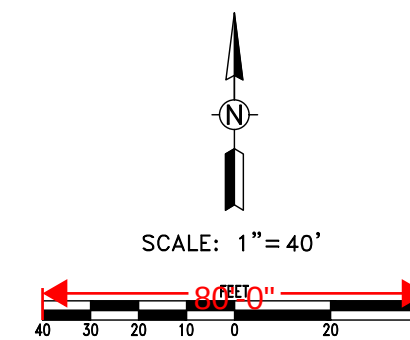
The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found northwest corner of Quail Run Addition and the found northwest corner of Block 1 said Quail Run Addition, said bearing being S89°18'40"E.

Surveyor Narrative

1. The purpose of this survey was to locate, monument and map the boundaries of Lots 12 and 13 of Block 3 of Quail Run Addition, Instrument #464349, and to Replat said Lots into 7 new Lots, as shown hereon.
2. The north line of Quail Run Addition was located to establish the Basis of Bearings and primary boundary control. Lots 1 and 2 of Block 3 of Quail Run Addition were rotated to project basis and located accordingly.

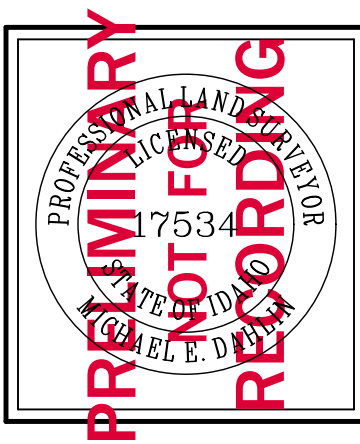
Legend

- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- ▲ Set 1/2" Diameter Rebar w/Plastic Cap Stamped "Easement PLS 17534"
- ⊙ Found Aluminum Cap Centerline Monument Stamped "Hodge 3003" in Case
- ⊙ Found ITD Brass Cap Right-of-Way Monument
- ⊙ Found 2" Diameter Iron Pipe
- Found 5/8" Diameter Rebar w/ Plastic Cap Stamped "Hodge 3003" or as Described
- Calculated Position
- Ⓢ Curve Data - See Curve Table
- ① Lot Number - This Replatting
- ① Quail Run Block Number
- ① Quail Run Lot Number
- (100) Record Data - Per Quail Run Addition
- Replat Boundary Line
- Lot Boundary Line - This Replatting
- Existing Lot/Parcel Boundary Line
- - - Original Quail Run Lot Line, No Longer Parcel Boundary
- Centerline
- Right-of-Way
- ▨ Public Access and Utility Easement This Replatting
- - - Existing Easement



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

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	108.49' (108.62')	27°37'36" (27°39'33')	225.00' (225.00')	107.44' (107.57')	N63°46'13"W
C2	64.92' (65.00')	16°31'57" (16°33'08')	225.00' (225.00')	64.70' (64.73')	N41°41'26"W
C3	20.03' (20.03')	5°06'01" (5°05'59')	225.00' (225.00')	20.02' (20.02')	N30°52'27"W
C4	35.69' (35.58')	9°05'16" (9°03'34')	225.00' (225.00')	35.65' (35.54')	N23°46'49"W
C5	178.77'	44°31'58"	230.00'	174.30'	N55°34'35"W
C6	41.82'	10°25'05"	230.00'	41.76'	N72°38'01"W
C7	22.74'	5°39'50"	230.00'	22.73'	N64°35'34"W
C8	22.75'	5°40'02"	230.00'	22.74'	N58°55'38"W
C9	22.81'	5°40'59"	230.00'	22.80'	N53°15'07"W
C10	22.30'	5°33'18"	230.00'	22.29'	N47°37'59"W
C11	22.24'	5°32'23"	230.00'	22.23'	N42°05'08"W
C12	24.11'	6°00'21"	230.00'	24.10'	N36°18'46"W
C13	19.44'	61°52'01"	18.00'	18.51'	N30°16'25"W



Replat of Lots 12 & 13 of Block 3
of Quail Run Addition to the City of Moscow
Latah County, Idaho

Drafted by: SW
Checked by: MED
File Name: 4643 Replat
Tab: Layout
Plot Style: Default.ctb
Project: 4643-04-23
Date: 8/20/24

**DEVELOPMENT AGREEMENT
BETWEEN RMR CONSTRUCTION LLC
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN RMR CONSTRUCTION LLC AND THE CITY OF MOSCOW, IDAHO (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2024, by and between RMR Construction LLC, whose address is PO Box 10001, Moscow Idaho, 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Replat of Lots 12 & 13 of Block 3 of Quail Run Addition ; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as Replat of Lots 12 & 13 of Block 3 of Quail Run Addition within the City of Moscow, Latah County, Idaho more particularly described as follows:

A parcel of land, being Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow, Instrument #626554, Latah County Records, located in the Southwest Quarter of the Southwest Quarter of Section 5, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Quail Run Addition to the City of Moscow, Instrument #414835, Latah County Records, Thence along the north line thereof the following two courses:

S89°18'40"E, 269.02 feet to the northwest corner of Lot 12 of Block 3 of said Quail Run Addition;

Thence S89°18'40"E, 100.23 feet to the northeast corner of Lot 12 of Block 3 of said Quail Run Addition;

Thence along the east boundary of said Lot 12 the following two courses:

S23°27'24"W, 327.40 feet;

Thence S61°49'36"W, 104.90 feet to the north right-of-way line of Pintail Lane;

Thence along said north right-of-way line the following two courses:

64.92 feet along a curve to the left, said curve having a Delta = 16°31'57", Radius = 225.00 feet, Chord = 64.70 feet and a Chord Bearing = N41°41'26"W to the southeast corner of Lot 13 of Block 3 of Quail Addition; Thence

108.49 feet along a curve to the left, said curve having a

Delta = 27°37'36", Radius = 225.00 feet, Chord = 107.44 feet and a

Chord Bearing = N63°46'13"W to the southwest corner of Block 3 of Quail

Addition and a point on the east right-of-way line of State Highway 95;

Thence along said east right-of-way line and along the west boundary of said Block 3 the following three courses:

N00°39'36"E, 239.30;

Thence S84°15'15"W, 10.06 feet;

Thence N00°39'36"E, 20.24 feet to the Point of Beginning.

Parcel contains 2.08 Acres, more or less.

II. PUBLIC IMPROVEMENTS.

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

Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs) and sidewalks; all in accordance with CITY Standard Construction Specifications and Standard Construction Drawings duly adopted by Resolution 2021-07 of the City Council (hereinafter "CITY Standards") and as may be amended and in accordance with approved engineering plans.

III. TERM.

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

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

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Title 5, Chapter 1, Section 1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY Standards, during and under the terms of this Agreement; and

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

VI. SECURITY FOR IMPROVEMENTS.

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

VII. FORM OF SECURITY.

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the CITY Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the

development. If this security is in the form of an irrevocable letter of credit or bond, the secured public improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete said public improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the CITY Engineer as conditions warrant.

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

VIII. WARRANTY.

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

IX. PARKLAND DEDICATION.

As part of the subdivision process, this proposed lot division falls under the following requirements of parkland dedication codes of the City:

There is no parkland dedication required for this project.

X. PHASING.

This project is not being phased and shall not be modified unless agreed in writing and specifically approved by the City Council.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION AND SEVERABILITY

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent

development agreement between the Parties. The terms and conditions of this Agreement shall be deemed severable. If any part of this Agreement is held invalid or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER:

RMR Construction LLC
PO Box 10001
Moscow, ID 83843
Phone: 208-859-4941

CITY:

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

XIX. UNDERSTANDING.

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

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

I, Stacy Smisek, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind RMR Construction LLC to this Agreement.

DEVELOPER:

RMR Construction LLC

CITY:

City of Moscow, Idaho

Stacy Smisek, Member

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary in and for said State, personally appeared Stacy Smisek known to me to be the Authorized Agent of RMR Construction LLC, owner of the affected property.

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

(seal) _____
NOTARY PUBLIC _____
Residing at _____
My Commission _____

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

Woodbury 1st Addition Development Agreement Amendment (ACTION ITEM) - Todd Drage

RESPONSIBLE STAFF

Todd Drage, Civil Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

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

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition; or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition.

OTHER RESOURCES

n/a

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Second Amendment to Development Agreement - Woodbury 1st Addition_final with attachment

SECOND AMENDMENT TO DEVELOPMENT
AGREEMENT BETWEEN WOODBURY LAND LLC
AND CITY OF MOSCOW, IDAHO

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN WOODBURY LAND LLC AND CITY OF MOSCOW, IDAHO (hereinafter “Second Amendment”) is entered into this ____ day of _____, 2024, by and between Woodbury LLC, whose current address is 1004 Dairy Lane, Moscow, Idaho, 83843, being the Developer of real property as described in the Development Agreement (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”).

WITNESSETH:

WHEREAS, CITY and DEVELOPER originally executed a Development Agreement Between Woodbury Land LLC and City of Moscow, Idaho for the Woodbury 1st Addition Subdivision on November 16, 2022, (hereinafter “Agreement”); and

WHEREAS, the Agreement authorizes modifications upon request by DEVELOPER, accompanied by a complete set of development plans, and acceptance of such modification by City Council; and

WHEREAS, DEVELOPER and CITY executed an Amendment to the Agreement on October 20, 2023, attached as Attachment “1” (hereinafter “Amendment”); and

WHEREAS, DEVELOPER and CITY agree to further modify the Agreement by repealing the Amendment and replacing it with this Second Amendment, amending Section X. PHASING of the Agreement to allow for seven phases of development, including an amendment to the Phasing Plan Illustration of the relevant Attachment “C”;

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

- A. The Amendment to the Agreement shall hereby be repealed and replaced with this Second Amendment to the Agreement, specifically modifying Section X. PHASING, which shall be replaced with the following:

X. PHASING:

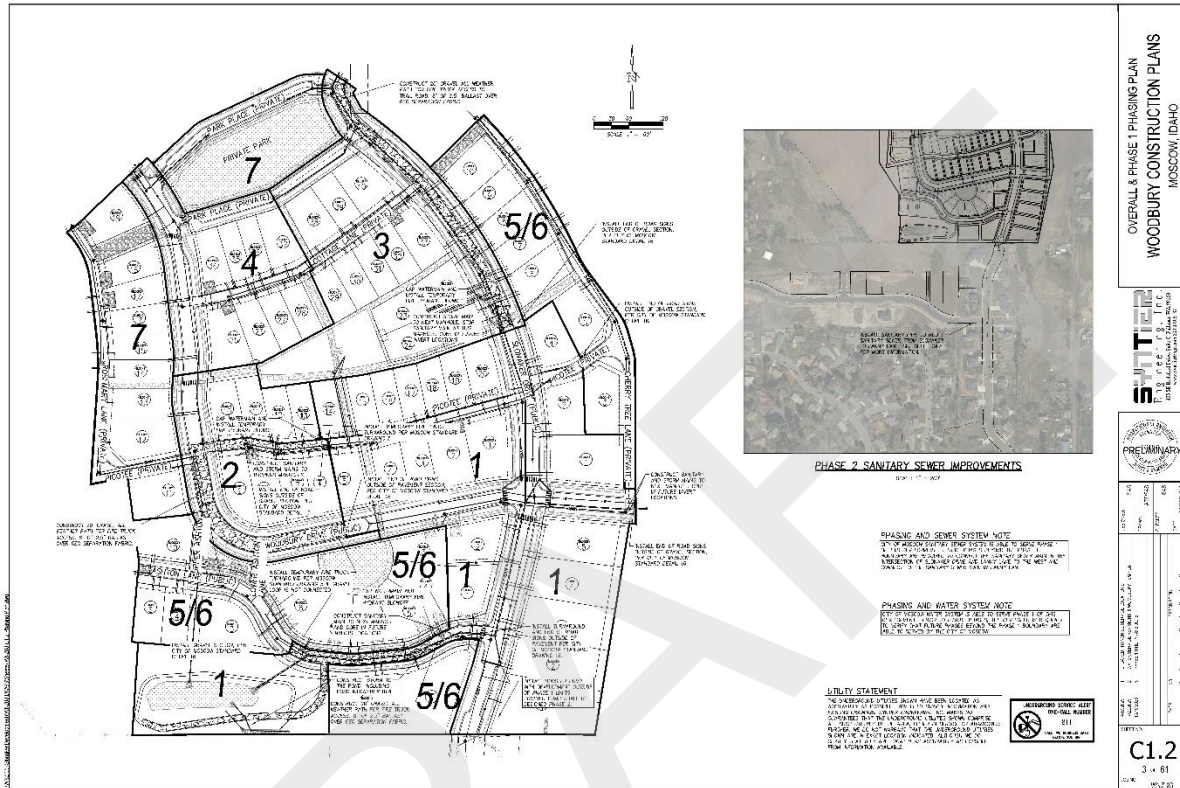
Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following seven (7) Phases, reflected in Attachment “C”.

1. Phase I – Completion of the Mountain View Road turning lane and Mountain View Road widening and public improvements described in Section II. B and C of this Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement. Upon completion of the public improvements as described in Section II. A. of this Agreement, DEVELOPER is authorized to obtain up to 15 building permits within the Phase I boundary prior to the full completion of the Mountain View Road turning lane and Mountain View Road widening and public improvements described in Section II. B and C of this Agreement.
2. Phase II – Completion of the public improvements described in Section II. D of this Agreement. Additionally, all public improvements and appurtenances shown as Phase II on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.
3. Phase III – Completion of all public improvements and appurtenances shown as Phase III on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.
4. Phase IV – Completion of all public improvements and appurtenances shown as Phase IV on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.
5. Phase V – Completion of all public improvements and appurtenances shown as Phase V on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.
6. Phase VI – Completion of all public improvements and appurtenances shown as Phase VI on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.
7. Phase VII – Completion of all public improvements and appurtenances shown as Phase VII on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement

No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision prior to construction of each phase.

B. Attachment “C” is hereby amended to delete the existing relevant Attachment “C” of the Agreement and shall be replaced with the following:



C. All other terms and conditions of the Agreement that are not modified by this Second Amendment shall remain in full force and effect. Provisions of this Second Amendment shall be deemed severable and the invalidity of any provision of this Second Amendment shall not affect the validity of the remaining provisions.

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

I, Mark Wintz, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Woodbury Land LLC to this Second Amendment.

DEVELOPER:

CITY:

Woodbury Land LLC

City of Moscow, Idaho

Mark Wintz, Manger

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Mark Wintz, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of Woodbury Land LLC.

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

Attachment "1"

631674

AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN WOODBURY LAND LLC AND CITY OF MOSCOW, IDAHO

NO. _____
AT THE REQUEST OF
City of Moscow
DATE & HOUR
10/20/23 4:00pm
JULIE FRY
LATAH COUNTY RECORDER
FEE \$ 0 BY: DeValdon
deputy

THIS AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN WOODBURY LAND LLC AND CITY OF MOSCOW, IDAHO (hereinafter "Amendment") is entered into this 20th day of October, 2023, by and between Woodbury LLC, whose current address is 1004 Dairy Lane, Moscow, Idaho, 83843, being the Developer of real property as described in the Development Agreement (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER wishes to amend, and CITY agrees to amend, the Development Agreement Between Woodbury Land LLC and City of Moscow, Idaho for the Woodbury 1st Addition Subdivision, executed on November 16, 2022, attached as Attachment "A" (hereinafter "Agreement"); and

WHEREAS, the Parties agree to amend Section X. Phasing, including the relevant Attachment "C";

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

A. Section X. PHASING, is hereby amended to delete the existing Section X. of the Agreement and shall be replaced with the following:

X. PHASING:

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following two (2) Phases, reflected in Attachment "C".

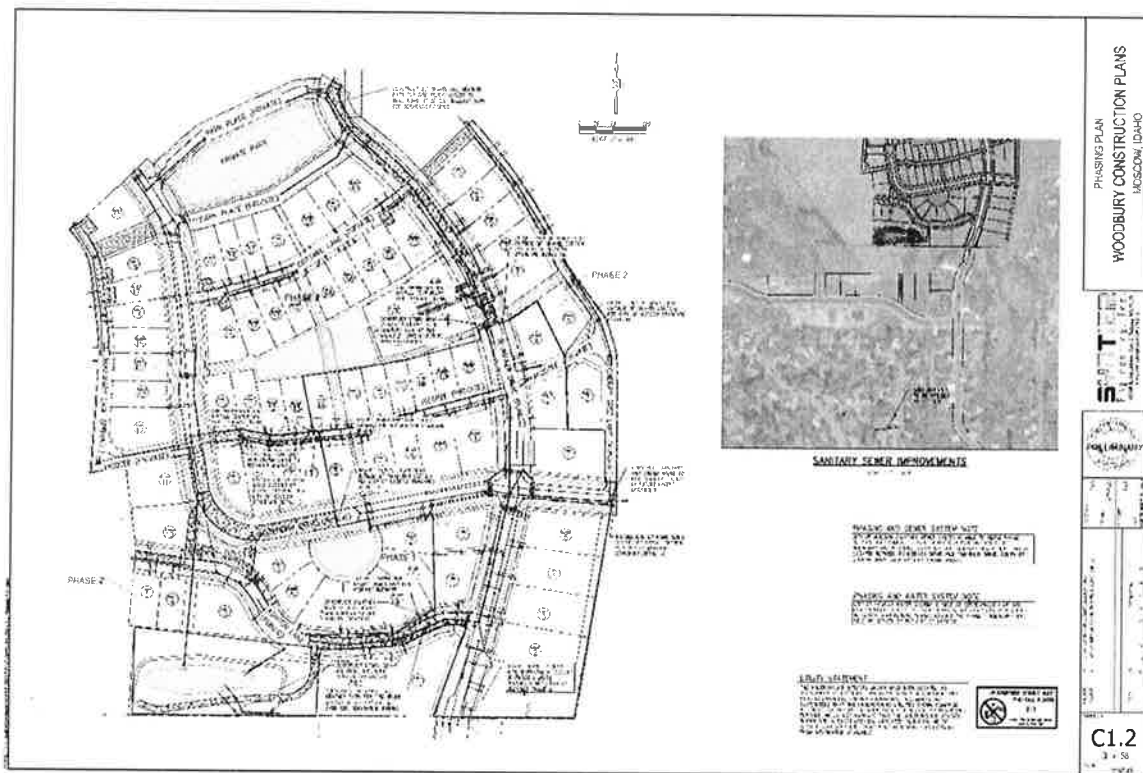
1. Phase I – Completion of the Mountain View Road turning lane and Mountain View Road widening and public improvements described in Section II. B and C of this Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment "C", and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement. Upon completion of the public improvements as described in Section II. A. of this Agreement, DEVELOPER is authorized to obtain up to 15 building permits within the Phase I boundary prior to the full completion of the Mountain View Road turning lane and Mountain View Road widening and public improvements described in Section II. B and C of this Agreement.

2. Phase II – Completion of the public improvements described in Section II. D of this Agreement. Additionally, all public improvements and appurtenances shown as Phase II on the Phasing Plan included as Attachment “C”, and as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.

No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

- B. Attachment “C” is hereby amended to delete the existing Attachment “C” of the Agreement and shall be replaced with the following:



- C. All other terms and conditions of the Agreement that are not modified by this Amendment, shall remain in full force and effect.

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

I, Mark Wintz, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Woodbury Land LLC to this Amendment.

DEVELOPER:

Woodbury Land LLC

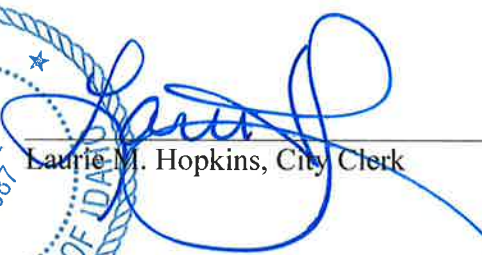
CITY:

City of Moscow, Idaho


Mark Wintz, Manager


Arthur D. Bettge, Mayor

ATTEST:

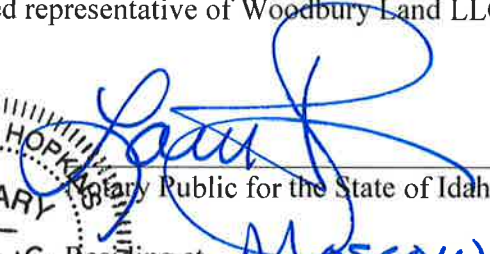

Laurie M. Hopkins, City Clerk

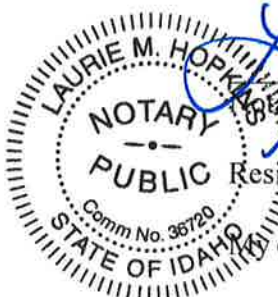


ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 20th day of October, 2023, before me, a Notary Public in and for said State, appeared Mark Wintz, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of Woodbury Land LLC.


Laurie M. Hopkins, Notary Public for the State of Idaho
Residing at Moscow
My commission expires 8/25/23



Attachment "A"

**DEVELOPMENT AGREEMENT
BETWEEN WOODBURY LAND LLC
AND CITY OF MOSCOW, IDAHO**

NO. 626804
 AT THE REQUEST OF City of Moscow
 DATE & HOUR 11/18/22 4:29 pm
 TONYA DODGE
 LATAH COUNTY RECORDER
 FEE \$ 25 BY Shirley

THIS DEVELOPMENT AGREEMENT BETWEEN WOODBURY LAND LLC AND THE CITY OF MOSCOW, IDAHO is entered into this 18th day of November, 2022, by and between Woodbury Land LLC, whose address is 1004 Dairy Lane, Moscow Idaho, 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as The Woodbury 1st Addition ; and

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

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

WHEREAS, CITY desires to ensure that the public improvements described in Section II of this Agreement, are constructed; and

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

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

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

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as The Woodbury 1st Addition more particularly described as follows:

LAND DESCRIPTION

DESCRIPTION OF A PORTION OF PARCELS 3 AND 7 AS DESCRIBED IN QUITCLAIM DEED RECORDED UNDER INSTRUMENT NO. 460076, RECORDS OF LATAH COUNTY, SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 OF TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., LATAH COUNTY, STATE OF IDAHO, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SAID POINT BEING NORTH 00°33'28" WEST A DISTANCE OF 1322.72 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 SOUTH 89°42'12" WEST A DISTANCE OF 340.66 FEET;

THENCE DEPARTING SAID NORTH LINE NORTH 03°36'03" EAST A DISTANCE OF 160.19 FEET;

THENCE NORTH 84°54'56" WEST A DISTANCE OF 10.83 FEET;

THENCE NORTH 04°59'10" EAST A DISTANCE OF 115.14 FEET;

THENCE NORTH 07°58'57" EAST A DISTANCE OF 20.00 FEET

THENCE NORTH 07°43'37" WEST A DISTANCE OF 150.95 FEET;

THENCE SOUTH 78°51'24" WEST A DISTANCE OF 65.33 FEET;

THENCE NORTH 03°50'28" EAST A DISTANCE OF 173.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS THAT BEARS NORTH 86°09'32" WEST A DISTANCE OF 490.00 FEET, A CENTRAL ANGLE OF 10°28'49", LONG CHORD BEARING NORTH 01°23'57" WEST A DISTANCE OF 89.50 FEET, AN ARC LENGTH OF 89.63 FEET;

THENCE NORTH 06°38'21" WEST A DISTANCE OF 90.81 TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH A RADIUS THAT BEARS SOUTH 83°21'39" WEST A DISTANCE OF 140.00 FEET, A CENTRAL ANGLE OF 38°38'47", LONG CHORD BEARING NORTH 25°57'45" WEST A DISTANCE OF 92.65 FEET, AN ARC LENGTH OF 94.43 FEET;

THENCE NORTH 55°47'32" EAST A DISTANCE OF 20.33 FEET;

THENCE NORTH 46°24'49" EAST A DISTANCE OF 110.00 FEET;

THENCE NORTH 46°14'08" EAST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 42°30'42" EAST A DISTANCE OF 14.43 FEET;

THENCE NORTH 47°25'44" EAST A DISTANCE OF 93.50 TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 42°34'16" WEST A DISTANCE OF 72.00
 FEET, A CENTRAL ANGLE OF 17°30'38", LONG CHORD BEARING
 NORTH 56°11'03" EAST A DISTANCE OF 21.92 FEET, AN ARC LENGTH
 OF 22.00 FEET;
 THENCE NORTH 64°56'22" EAST A DISTANCE OF 171.36 TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 25°03'38" EAST A DISTANCE OF 72.00
 FEET, A CENTRAL ANGLE OF 24°13'56", LONG CHORD BEARING
 NORTH 77°03'21" EAST A DISTANCE OF 30.22 FEET, AN ARC LENGTH
 OF 30.45 FEET;
 THENCE NORTH 89°10'19" EAST A DISTANCE OF 24.71 FEET;
 THENCE NORTH 32°35'45" EAST A DISTANCE OF 9.59 FEET;
 THENCE SOUTH 55°45'07" EAST A DISTANCE OF 60.02 FEET;
 THENCE SOUTH 32°35'45" WEST A DISTANCE OF 9.10 FEET;
 THENCE SOUTH 28°57'37" EAST A DISTANCE OF 30.22;
 THENCE SOUTH 52°27'41" WEST A DISTANCE OF 45.94 FEET TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 37°32'19" WEST A DISTANCE OF 730.00
 FEET, A CENTRAL ANGLE OF 08°42'04", LONG CHORD BEARING
 SOUTH 48°06'39" EAST A DISTANCE OF 110.75 FEET, AN ARC LENGTH
 OF 110.86 FEET;
 THENCE NORTH 45°24'27" EAST A DISTANCE OF 89.66;
 THENCE NORTH 46°22'47" EAST A DISTANCE OF 40.35 FEET TO THE
 BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 46°09'34" WEST A DISTANCE OF 860.00
 FEET, A CENTRAL ANGLE OF 18°56'24", LONG CHORD BEARING
 SOUTH 34°22'14" EAST A DISTANCE OF 282.99 FEET, AN ARC LENGTH
 OF 284.28 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE
 LEFT;
 THENCE ALONG SAID REVERSE CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS NORTH 66°57'23" EAST A DISTANCE OF 190.00
 FEET, A CENTRAL ANGLE OF 13°35'10", LONG CHORD BEARING
 SOUTH 29°50'12" EAST A DISTANCE OF 44.95 FEET, AN ARC LENGTH
 OF 45.05 FEET;
 THENCE SOUTH 36°41'44" EAST A DISTANCE OF 84.59 FEET TO THE
 BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A
 RADIUS THAT BEARS SOUTH 53°10'04" WEST A DISTANCE OF 110.00
 FEET, A CENTRAL ANGLE OF 20°57'32", LONG CHORD BEARING

SOUTH 26°12'58" EAST A DISTANCE OF 40.01 FEET, AN ARC LENGTH OF 40.24 FEET;
 THENCE SOUTH 15°44'12" EAST A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH A RADIUS THAT BEARS SOUTH 74°15'48" WEST A DISTANCE OF 110.00 FEET, A CENTRAL ANGLE OF 15°34'53", LONG CHORD BEARING SOUTH 07°56'45" EAST A DISTANCE OF 29.82 FEET, AN ARC LENGTH OF 29.91 FEET;
 THENCE SOUTH 00°09'19" EAST A DISTANCE OF 213.19 FEET;
 THENCE SOUTH 00°09'19" EAST A DISTANCE OF 60.24 FEET;
 THENCE NORTH 85°02'10" WEST A DISTANCE OF 11.16 FEET;
 THENCE SOUTH 09°17'54" WEST A DISTANCE OF 369.47 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF AFOREMENTIONED SECTION 4;
 THENCE ALONG SAID NORTH LINE NORTH 89°49'43" WEST A DISTANCE OF 460.08 FEET TO THE POINT OF BEGINNING.

CONTAINING: 898,545 SQUARE FEET OR 20.63 ACRES OF LAND, MORE OR LESS.

II. PUBLIC IMPROVEMENTS.

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

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans; and
- B. Widening and frontage improvements to Mountain View Road to improve the road to the CITY's Minor Arterial Standard defined by City of Moscow Standard Construction Drawing Number 1f. The extents of the widening and frontage improvements are on the eastern and southern side of Mountain View Road from the current northern property line at 1714 East F Street, to the eastern extent of the intersection of Mountain View Road and Slonaker Drive, all in accordance with CITY Standards and in accordance with approved engineering plans; DEVELOPER shall be responsible for completion of the design and fifty percent (50%) of the design and construction costs associated with the improvements; and
- C. Construction of a left turn lane from eastbound Mountain View Road onto Slonaker Drive, all in accordance with CITY Standards and in accordance with approved engineering plans; and

- D. The CITY has identified in the Will Serve Letter included as Attachment A that additional water and sewer infrastructure will be required to serve certain portions of the Woodbury 1st Addition. The developer shall design and construct all necessary infrastructure to address the constraints and issues identified in the Will Serve Letter, and will not proceed until said infrastructure is completed, installed, and accepted by the City for each phase of the Woodbury 1st Addition all in accordance with CITY Standards and in accordance with approved engineering plans.

III. TERM.

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

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

IV. CITY'S COVENANT.

CITY shall issue building permits to DEVELOPER's property only after the following have occurred:

- A. Payment of all applicable developmental fees required and assessed by CITY; and
- B. CITY has determined that the construction of all required public improvements is complete or after adequate security, as described in Moscow City Code Section 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and
- C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER'S COVENANT.

- A. DEVELOPER agrees to construct, at DEVELOPER's expense, the public improvements described in Section II of this Agreement, all in accordance with CITY approved engineering design plans, to CITY standards, during and under the terms of this Agreement; and
- B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow City Engineer prior to beginning any public improvements' construction; and

- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS.

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

VII. FORM OF SECURITY.

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

If for any reason the security for such improvements shall be withdrawn by DEVELOPER or the security or financial institution, or the value or terms thereof shall be compromised in any way, CITY shall immediately cease issuing building permits and shall revoke any

building permits and/or occupancy permits issued pursuant to the terms contained herein, and further, DEVELOPER shall hold CITY harmless for any and all causes of action or damages alleged to have been sustained because of the revocation of such building permits. If any building permits and/or occupancy permits are revoked pursuant to this Section, such building permits and/or occupancy permits shall be re-issued upon receipt by CITY of new or additional security as required herein.

VIII. WARRANTY.

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

IX. PARKLAND DEDICATION.

As part of the subdivision process, this proposed lot division falls under the following requirements of parkland dedication codes of the City:

The required parkland dedication for the Woodbury 1st Addition is 0.65 acres. The parkland dedication for this Addition has been deferred to a future Addition per the City of Moscow Parks and Recreation Commission's recommendation, and upon mutual agreement and as proposed by DEVELOPER as detailed in DEVELOPER's letter dated August 18, 2021 and attached as Exhibit B to the Attached, Attachment B. The deferred parkland dedication will comprise of a natural area comprised of approximately 133,793 SF (3.07 acres) and a 49,493 SF (1.14 acres) area that total 183,256 F (4.2 acres) for open space that will include grading, a detention basin, and a ten-foot (10') wide gravel (pathway base) pathway provided by DEVELOPER, as detailed in Attachment B, and which are fully incorporated into this Agreement.

X. PHASING.

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following three (3) Phases.

1. Phase I – Completion of the Mountain View Road turning lane, and, Mountain View Road widening and public improvements described in Section II. B and C of this Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment C as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.
2. Phase II – Completion of all public improvements and appurtenances shown as Phase II on the Phasing Plan included as Attachment C as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.
3. Phase III - Completion of the public improvements described in Section II. D of this Agreement. Additionally, all public improvements and appurtenances shown as Phase III on the Phasing Plan included as Attachment C as required by Moscow City Code Sections 5-1-4 and 5-1-5, and Section II. A of this Agreement.

No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah. In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover attorney's fees and other costs and expenses, whether the same are incurred with or without a lawsuit.

XVI. MODIFICATION.

DEVELOPER and CITY agree that the provisions of this Agreement may be modified only upon request of DEVELOPER accompanied by a complete set of development plans, and acceptance of such modification by the Moscow City Council or by a subsequent development agreement between the Parties.

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER

Woodbury Land LLC
1004 Dairy Lane
Moscow, ID 83843
Phone: 208-596-5555

CITY

City of Moscow, Idaho
Scott Bontrager, City Engineer
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

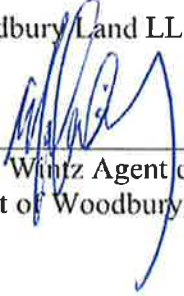
XIX. UNDERSTANDING.

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

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

DEVELOPER:

Woodbury Land LLC



Mark Wintz Agent of Wintz Company LLC,
Agent of Woodbury Land LLC

CITY:

City of Moscow, Idaho



Arthur D. Bettge, Mayor

ATTEST:



Laurie M. Hopkins, City Clerk



STATE OF IDAHO)
) ss:
 COUNTY OF LATAH)

On this 10th day of November, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Mark Wintz known to me to be the Authorized Registered Agent of Wintz Company LLC, the Authorized Registered Agent of Woodbury Land LLC who is the owner of the affected property.

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



Corey O'Brien
 NOTARY PUBLIC Idaho
 Residing at Latah
 My Commission 8/15/2025



Heart of the Arts

Arthur D. Bettge
Mayor

Sandra Kelly
Council President

Maureen Laflin
Council Vice-President

Hailey Lewis
Council Member

Julia Parker
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member

Bill Belknap
City Supervisor

City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019

Attachment A

631674 626804

September 14, 2022

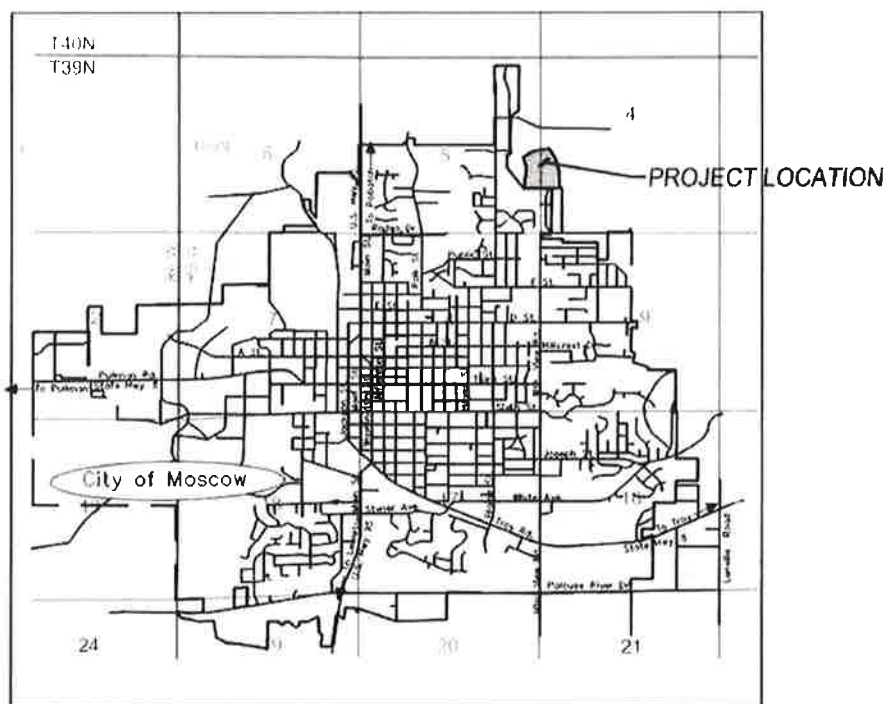
Mark Wintz
Woodbury Land LLC
1004 Dairy Lane
Moscow, ID 83843

Re: "Will Serve" & "As-Built" Notice for the Woodbury 1st Addition

To Whom It May Concern:

This letter is notice that the City of Moscow (City) will provide water and sewer services to the Woodbury 1st Addition Subdivision and upon completion of a one-year warranty period will assume ownership of, operate, and maintain the associated infrastructure as currently designed. The Woodbury 1st Addition (Addition), as shown on Figure 1 below, is located at the northeast edge of Moscow's City limits.

Figure 1: Woodbury 1st Addition Location



As currently designed, Woodbury 1st Addition is comprised of 72 single-family (SF) lots and 7 residential office (RO) lots. The Addition is currently proposed as being completed in three phases with 17 SF lots in Phase I, 17 SF lots in Phase II, and the remaining lots in a 3rd phase. Figure 2 below provides the general layout of the Addition as designed in Syntier Engineering Inc.'s civil design plan set, dated September 1, 2022.

Water System Analysis

To evaluate the proposed addition in regards to the city's ability to provide water services, the City's Comprehensive Water System Plan (CWSP) was used.



Additionally, the city consulted with HDR Engineering who utilized the City's existing hydraulic model to evaluate the proposed new infrastructure and water demand. The model was used to evaluate whether the City's current water infrastructure could provide the development fire hydrant flow while maintaining a minimum distribution pressure of (+) twenty (20) pounds per square inch (psi). The model was also used to verify that an acceptable minimum pressure of 40 psi during typical demand conditions could be maintained throughout the Addition.

It should be noted that Moscow's current water system has been modified a bit since the adoption of the CWSP. Present water storage and well capacity statistics are as follows:

- 4.5 million gallons of storage; derived from the accumulated volumes of three reservoirs: 2 million; 2 million; 0.5 million.
- Six supply wells able to produce 9,600 gpm.

Moscow's yearly daily average water usage = 2.3 million gallons; peak day usage = 4.9 million gallons. The system is operated to maintain 2.0 million gallon minimum storage.

The 1st Addition's average daily demand on the City's water supply is estimated to be 0.0195 million gallons per day (gpd). This estimate was derived from the developed acreage of the property and the water use factor specified in the CWSP. The table below provides the details of this estimate.

Table 1: Woodbury 1st Addition Water Demand

Demographic	Usage ¹	Water Use Factor (gpd ² /Unit)	Number of Units	Total (gpd)	Million (gpd)
Single family Dwelling Units	247	gpd/unit	79	19,513	0.0195
Duplex Dwelling Units	100	gpd/unit	-	-	-
Multi-family Dwelling Units	126	gpd/unit	-	-	-
Mobile Home Dwelling Units	40	gpd/unit	-	-	-
Developed non-residential acres	444	gpd/acre	-	-	-
TOTAL				19,513	0.0195
1) Usage rates obtained from CWSP table 4-10					
2) gpd = Gallons per day					

As detailed in the 4-water modeling technical memorandums attached to this letter, HDR's modeling results show the City of Moscow can serve peak water supply demand while maintaining the required minimum distribution pressure and fire flow for the proposed Woodbury 1st Addition for water service connections below an elevation of 2,681 feet (ft). For water service connections above 2,681 feet, a small booster pump station (BPS) will be required to be constructed to boost the pressures to the required minimum 40 psi. Syntier Engineering's construction plans have phased the 1st Addition to allow construction of the lots below 2,681 ft in the first two phases of the development and then, to construct the required BPS for the phase where the higher elevation lots require boosting.

Relying on the water modeling analysis, the City is able to verify that the necessary steps are taken to be able to serve the Addition. The City is able to



require in the phasing portion of the Addition's Development Agreement that a BPS is designed and constructed prior to the City issuing building permits for the any lots where the service connections are above elevation 2,681 ft.

Sewer System Analysis

The City has reviewed Syntier Engineering's civil design plan set, which details sewage from the development property gravity flowing to the City's existing gravity infrastructure which then gravity flows through existing City sewer mains to eventually arrive at the City's Waste Water Treatment Facility (WWTF). The orange clouding shown on Figure 3 below provides the path from the Addition to the WWTF.

To analyze the City's capability to take on the additional sewage generated from the Addition, the capacity of the sewer system downstream of the Addition and the capacity at the City's Waste Water Treatment Facility (WWTF) is required. To analyze the sewer system from the Addition to the WWTF the City's Facility Plan titled "City of Moscow, Idaho Comprehensive Sewer System Plan" (CSSP) that was developed to satisfy IDAPA 58.01.16.410 was used. The CSSP is the document that the City has used since its' completion in 2011 to identify existing collection system deficiencies, determine future needs, and develop a vision for the future collection system with an implementation strategy. The analysis discussed below, and any section, figure, table, and page numbers referenced are cited from the City's 2011 CSSP. A link to the City's website where a copy of the CSSP can be found below the signature line of this letter.

To analyze future potential development like the Woodbury 1st Addition, areas of development were identified in the CSSP within growth horizon scenarios projected out 5, 20, and 50 years into the future. With these future development areas and time horizons identified, the CSSP modeled the impacts of these future developments on the City's sewer system's capacity. As described in CSSP Section 6.2, the modeled results and the corresponding sewer system's capacity were illustrated throughout the CSSP with color coded capacity usage as a percentage of maximum capacity. From this growth versus system capacity model analysis, a list of sewer system improvements was developed by identifying areas where future development would exceed the current system's capacity. This list is provided in CSSP table 6.3, and the priorities impacting the Woodbury 1st Addition property are provided in Table 2 below.

Table 2: CSSP Table 6.3 – Development Levels Triggering Improvements

Priority	Improvement/Location	Additional Upstream ERUs
1a	36" Paradise Creek Interceptor to Wastewater Treatment Plant	0
1a	30" Paradise Creek Interceptor extension Connect "Dry Line" (along Troy Hwy)	0
1b	Troy Road / White Avenue Interceptor	0
2a	Misc. "Maintenance" Pipes	0

The area encompassing the Woodbury 1st Addition was incorporated in the 50-year future growth horizon development as illustrated on CSSP Appendix Page 177 and included here as Figure 3 below. Figure 3, provides the color-coded pipe





capacity model analysis for the City's sewer system under the 50-year future-growth model scenario with Priority 1a, 1b and 3, system improvement projects completed (in other words the City's sewer system was modeled as though priority projects 1a and 1b and 3 had been completed). Since the completion of the CSSP, priorities 1a and 1b were completed as the CSSP advised. In addition to the completion of priorities 1a and 1b two segments of sewer main along the Woodbury 1st Addition sewer flow path were identified as "surcharged" at the 50-year growth scenario as shown highlighted in red on figure 3 below.

One of the segments, "Mountain View Road near 7th" was identified in the CSSP as a Capital Improvement Project (see CSSP PDF page 193) because it was originally constructed with a near "flat" slope. This Project was completed in 2015 as advised in the CSSP.

The other segment, "Thatuna Ave & Juniper" was identified in the CSSP as a Capital Improvement Project (see CSSP PDF page 194) again because of a segment of pipe with "low or flat slope". The CSSP advised that the location be investigated to determine the feasibility of correcting the slope and stated that increased maintenance through accelerated cleaning schedules may be a desired alternative to replacement. Upon investigation and monitoring, the City determined that this location had excess capacity and did not pose adverse impacts due to surcharge. Since the completion of the CSSP, an increased inspection and maintenance schedule has been used. Currently, this segment serves 23 equivalent residential units (ERU). Based on field observations of the sewer main segment, the City has determined that the increased inspection and maintenance schedule can be used to serve the additional 34 ERUs planned to contribute from Phase I and II of Woodbury 1st Addition. For Phase III and future Additions however, this segment identified in Capital Project CSSP page 194 will need to be replaced.

For the final sewer capacity component, the City has verified that Moscow's Waste Water Treatment Facility has the capacity for the additional flow that this development will generate. The facility was designed for 4.0 mgd average daily flow and a peak flow of 10 mgd. The City's present average daily flow (yearly avg.) is 1.98 mgd and the present highest ever peak flow measured was 10.56 mgd during a large hydrologic event.

Ownership and As-built confirmation

The City agrees to assume ownership of, operate, and maintain the infrastructure for the Woodbury 1st Addition if and when it has been constructed per the final approved civil design plan sets and all of the conditions of the Development's Development Agreement between the City and Developer have been satisfied. The City agrees to inspect and oversee the construction of the public utilities and require the completion of "As-Built" engineering plans upon completion of the work as detailed in the Development Agreement. Upon completion and acceptance of the as-built drawings, City agrees to submit said drawings to the Idaho Department of Environmental Quality (IDEQ) for state approval and record.

Review and Approval of future Additions and Development

As HDR's water modelling memorandums indicates, additional water distribution infrastructure will be required if/when Phase III of the 1st Addition and future Additions are constructed. Additionally, as demonstrated in the CSSP, a segment





631674

626804

of sewer main will require correcting as a part of the 1st Addition's Phase III construction and for future Woodbury Additions. The completion of these water and sewer components prior to Phase III has been specified in Syntier Engineering's September 1st civil design plan set and will be a condition of the Woodbury 1st Addition Development Agreement. As demonstrated in this review, the City is able to provide sewer and water services to the first and second phases of the Woodbury 1st Addition and have evaluated and planned for future infrastructure upgrades to be completed with the construction of Phase III.

To ensure the City's ability to serve additional developments and additions, when additional growth occurs the City will evaluate each new addition and provide Will Serve analysis for IDEQ review and approval.

Please feel free to phone me at (208) 883-7028 or e-mail me at tdrage@ci.moscow.id.us if you have any questions.

Sincerely,

Todd Drage
Engineering Technician, City of Moscow

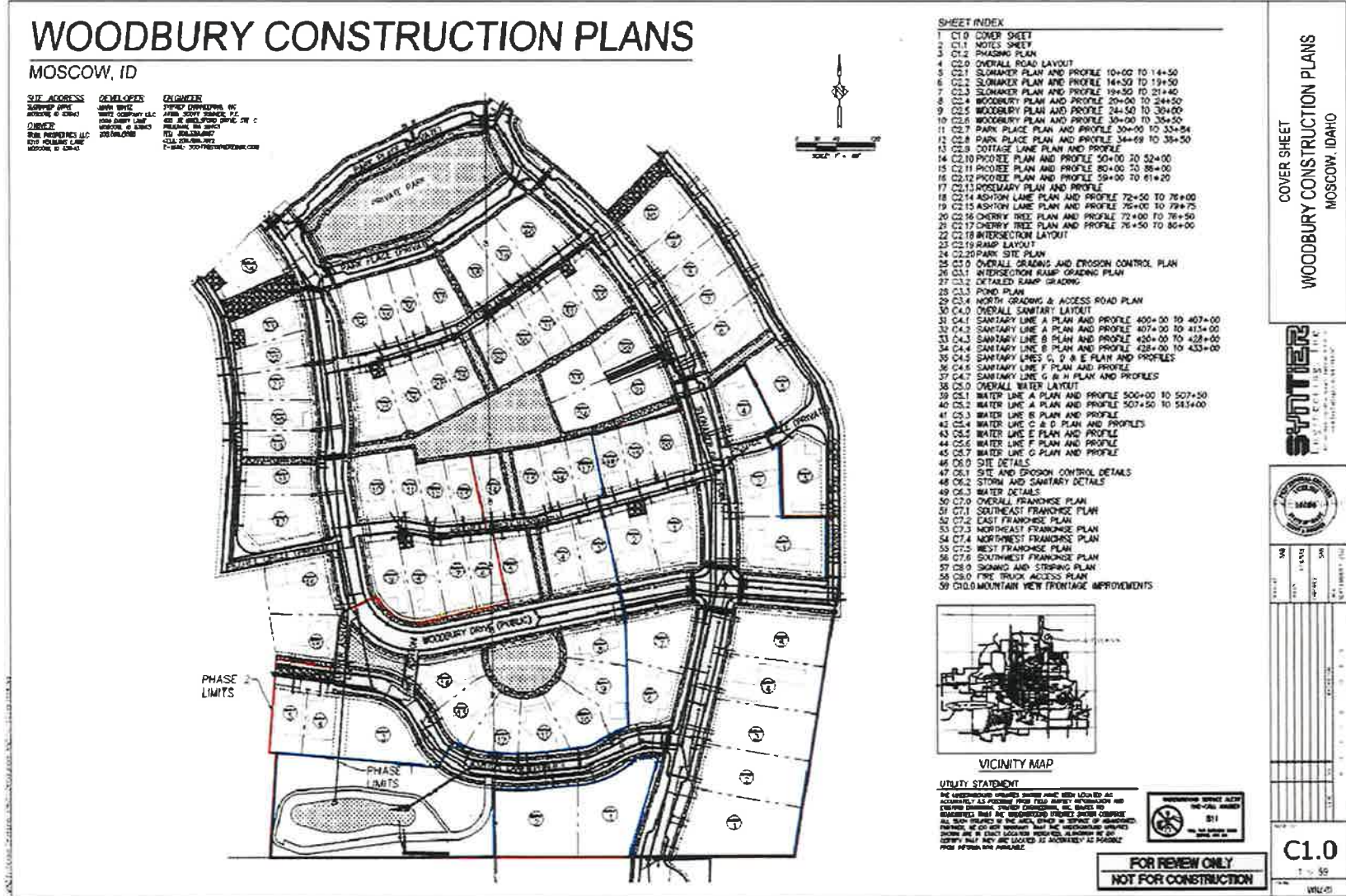
Cc: Scott Sumner, Syntier Engineering

Attachments: HDR Engineering's 4 Water Modelling Memos

Links: Moscow's Sewer and Water Facility Plan website link
<https://www.ci.moscow.id.us/484/Plans-Studies>



Figure 2. Woodbury 1st Addition General Layout



COVER SHEET

WOODBURY CONSTRUCTION PLANS

MOSCOW, IDAHO

SYNTIER

ENGINEERING, INC.

1000 N. 10TH AVE., SUITE 100

MOSCOW, ID 83843

VICINITY MAP

UTILITY STATEMENT

THE UNDERSIGNED ENGINEER HAS BEEN LOCATED AS ACCURATELY AS POSSIBLE FROM FIELD SURVEY INFORMATION AND RECORD DRAWINGS. THE UNDERSIGNED ENGINEER DOES NOT GUARANTEE THAT THE UNDERSIGNED ENGINEER'S SURVEY COMPLETES ALL DATA REQUIRED BY THE LOCAL GOVERNMENT OR ANY OTHER AGENCIES. THE UNDERSIGNED ENGINEER'S SURVEY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE UNDERSIGNED ENGINEER'S SURVEY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE UNDERSIGNED ENGINEER'S SURVEY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY.

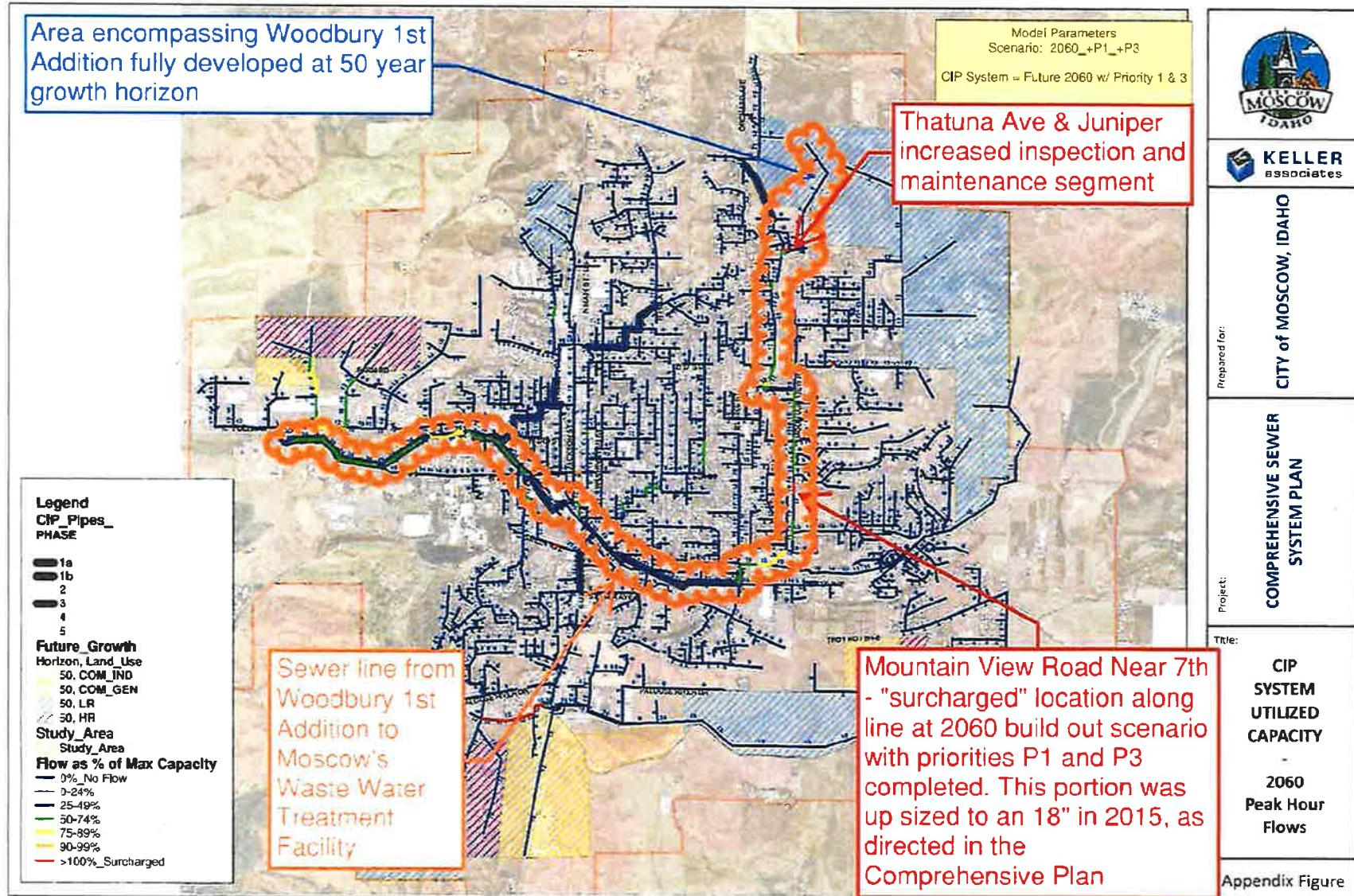
C1.0

1" = 50'

FOR REVIEW ONLY

NOT FOR CONSTRUCTION

Figure 3: CSSP 50 Year Growth Horizon with Priorities Impacting the Logos Property Identified



Technical Memorandum



To: Michael Parker (City of Moscow)
From: David Kuhns (HDR)
Date: 8/23/2022
Subject: Task Order 4 – Woodbury Development 1st Addition Supply

Introduction

HDR Engineering Inc. (HDR) has previously completed three analyses related to the Woodbury Development within the City of Moscow (City). These include:

- Attachment A** • *Ponderosa – Woodbury Development Hydraulic Impacts Analysis TM (8/20/2021)* – an initial analysis to determine impacts to the water system and new Ponderosa BPS given the addition of the Woodbury Development and potential build-out area to the east.
- Attachment B** • *Task Order 4 – Updated Woodbury Analysis TM (4/21/2022)* – updated analysis of the Woodbury Development given most recent development drawings.
- Attachment C** • *Task Order 4 – Ponderosa BPS Ability to Serve Woodbury Analysis TM (2022-05-17)* – analysis of the ability for the existing Ponderosa BPS to serve the Woodbury Development

It is anticipated that the Woodbury Development will ultimately be supplied via the Ponderosa Pressure Zone via the proposed future Ponderosa Booster Pump Station (BPS). However, as the existing Ponderosa BPS may have its capacity exceeded during peak demand conditions, until the new BPS is built and online, it is planned to have the 1st Addition of the Woodbury Development supplied from the Main Pressure Zone via a feed on Slonaker Drive.

This technical memorandum (TM) summarizes the current hydraulic analysis for this condition.

Analysis

The current InfoWater Pro hydraulic model of the distribution system as maintained by HDR was utilized for the analysis. System demands included the anticipated demands of the 1st Addition of the Woodbury Development along with other anticipated developments throughout the City.

Figure 1 illustrates the available fire flow for the 1st Addition of the Woodbury Development given a direct, non-boosted connection to the Main Pressure Zone on Slonaker Drive calculated using a steady-state model run. The available fire flow is calculated as the flow available while maintaining a 20 psi pressure throughout the distribution system during peak demands with fire suppression storage depleted. The available fire flow exceeded 1,500 gpm throughout the development.

An extended period simulation (EPS) model run was completed during peak summer conditions to determine the minimum pressures seen in the development which are illustrated on Figure 2. It was found that higher elevation locations within the 1st Addition of the Woodbury Development have pressures that drop below the minimum required 40 psi. The minimum hydraulic grade line (HGL) elevation is estimated to be 2,773 feet. Given this HGL elevation, any elevation above 2,681 feet would have a pressure less than 40 psi.

To obtain adequate pressures throughout the 1st Addition of the Woodbury Development, a small BPS could be placed on the 10-inch pipe feeding the development on Slonaker Drive. As fire flows can be met without pumping, the pump station would be sized to only meet domestic (non-fire flow) demands for the 1st Addition of the Woodbury Development with a check valve or PRV feature placed parallel to the BPS for supplying fire flows. The BPS could be sized to boost by a head of 50 feet which would place the HGL similar to when the area would be fed from the future Ponderosa BPS. The BPS can also use a variable

frequency drive (VFD) to maintain a downstream pressure setpoint and a hydropneumatic tank system to reduce pump starts during low demand periods.

Alternatively, for initial phases of construction, if service connections remain below an elevation of 2,681 feet, a BPS is not needed.

Figure 1. Available fire flow with a direct (non-pumping) connection to the Main Pressure Zone

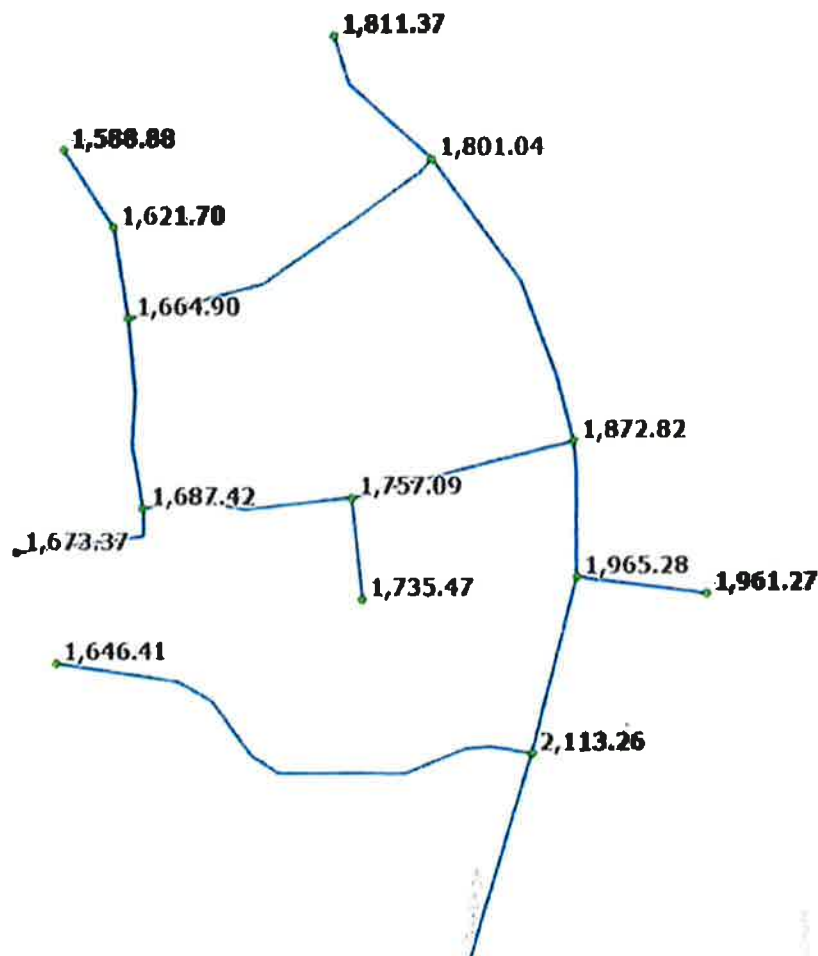
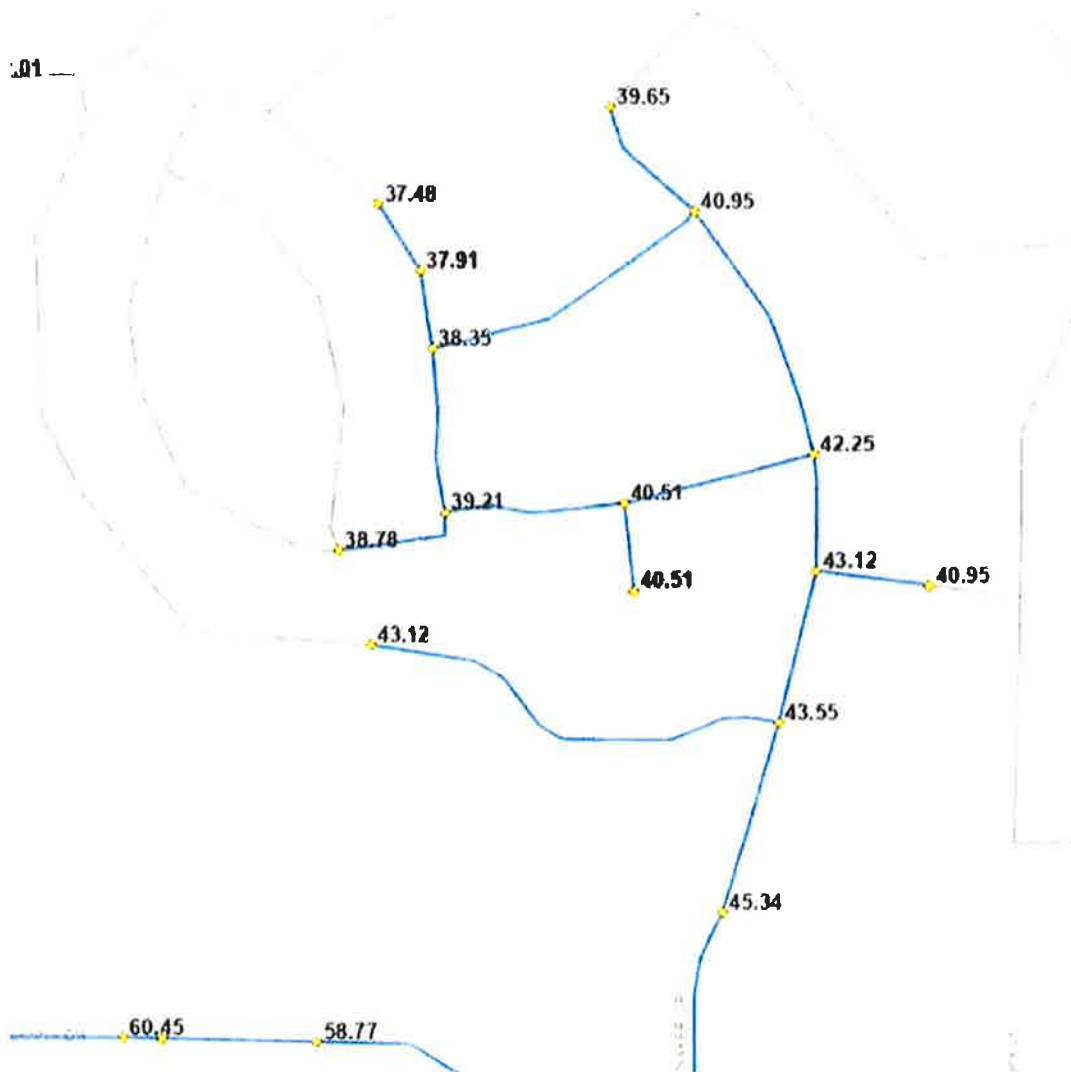


Figure 2. Minimum pressures during peak demand conditions with a direct (non-pumping) connection to the Main Pressure Zone



Summary

If connecting the 1st Addition of the Woodbury Development to the Ponderosa Pressure Zone, during peak demand conditions, it is predicted that demands may exceed the capacity of the existing Ponderosa BPS and therefore cannot be served by the Ponderosa Pressure Zone until the proposed Ponderosa BPS is in place.

In the interim, the 1st Addition of the Woodbury Development can be served with a connection to the Main Pressure Zone on Slonaker Drive. A small BPS could be placed on Slonaker Drive sized for domestic (non-fire) demands while a check valve or PRV could be placed in parallel to the BPS to supply fire flows directly (without pumping) to the development.

For initial construction phases of the 1st Addition of the Woodbury Development, a BPS is not needed if service connections remain below an elevation of 2,681 feet and could have domestic and fire demands served directly from the Main Pressure Zone while meeting minimum pressure requirements.

Technical Memorandum



To: Michael Parker (City of Moscow)
From: David Kuhns, PE (HDR)
Date: August 20, 2021
Subject: Ponderosa - Woodbury Development Hydraulic Impacts Analysis

Background

The Woodbury Development is planned to be within the Ponderosa Pressure Zone within the City of Moscow (City). The Ponderosa Pressure Zone is supplied via the Ponderosa Booster Pump Station (BPS). However, the existing BPS will be replaced by a new Ponderosa BPS, the design of which has been completed by JUB Engineers, Inc. A previous hydraulic analysis identifying pump design points and system curves for the new Ponderosa BPS was completed by HDR (*Indian Hills BPS and Ponderosa BPS Hydraulic Design Points TM*, revised June 9, 2020).

The Woodbury Development was not part of the previous analysis completed. The City requested HDR to complete an initial analysis to determine impacts to the water system and new Ponderosa BPS given the addition of the Woodbury Development. That analysis is summarized in this technical memorandum (TM).

Forecasted Demands

The previous analysis for determining hydraulic design points for the new Ponderosa BPS was based on analyzing existing demands (based on 2018 meter consumption). The existing demands for the Ponderosa Pressure Zone were estimated by using the 2018 consumption measured by service meters within the pressure zone plus non-revenue demands. Non-revenue demands were assumed to be 22 percent of revenue (metered) demands similar to the total water system. 20-year forecasted demands for the zone were then estimated by using the same growth rate used for the total water system from the City's 2012 Comprehensive Water System Plan (CWSP).

The demands for the Woodbury Development were estimated based on the water use factors in the 2012 CWSP. This includes:

- Equivalent residential unit (ERU) average day demand (ADD) equal to 247 gallons per day. This is the typical metered consumption for a single family residential (SFR) connection.
- Maximum day demand (MDD) to ADD ratio of 2.2.
- Non-revenue demand equal to 22 percent of metered consumption.

The Woodbury Development is planned to initially have 74 SFR lots. At buildout, the development will have 270 SFR lots. At buildout, the development's demands are equivalent to:

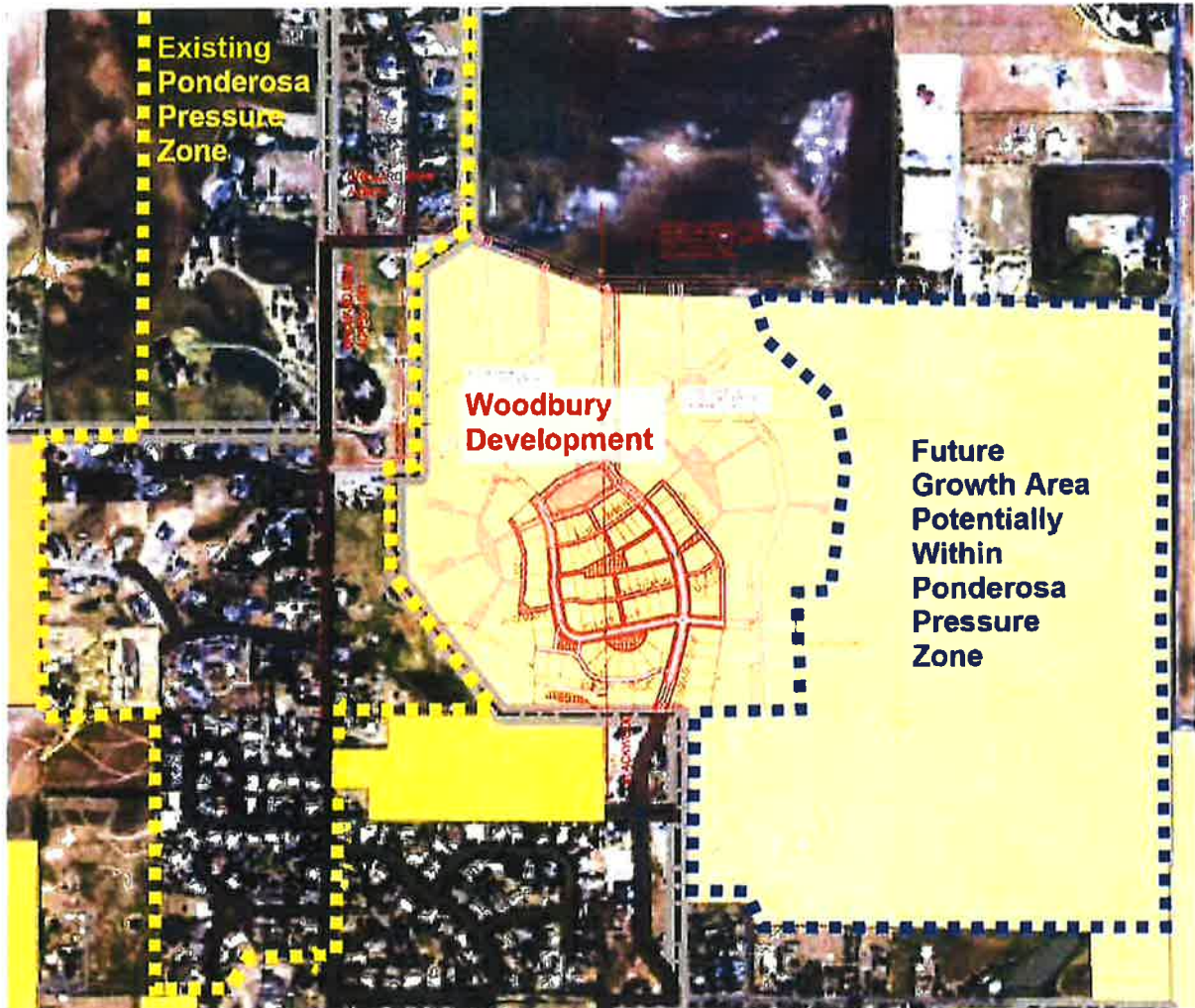
- ADD = 56.5 gallons per minute (gpm)
- MDD = 124.3 gpm

To the east of the Woodbury Development is an area that the City has also previously identified as a future growth area which may also be part of the Ponderosa Pressure Zone. The demands for this future growth area were estimated by assuming a SFR lot density similar to the Woodbury Development. The Woodbury Development covers approximately 83.3 acres with a lot density of 3.24 lots per acre. The future growth area is approximately 119.5 acres which is equivalent to 387 SFR lots if assuming the same SFR lot density as the Woodbury Development.

A summary of the demands given these assumptions is presented in Table 1. From Table 1, it can be seen that the growth of the Woodbury Development plus the future growth area will exceed the previously

forecasted growth assuming the 2012 CWSP's growth rate. The location of the Woodbury Development and the future growth area in relation to the existing Ponderosa Pressure Zone is shown on Figure 1.

Figure 1. Ponderosa Pressure Zone, Woodbury Development, and future growth area



Note: Highlighted areas indicate future growth areas by the City.

Table 1. Ponderosa Pressure Zone Demands

Demand	Existing (2018)	20-year previously assumed	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
ADD (gpm)	24	48	80	161
MDD (gpm)	52	105	176	354
PHD (gpm)	150	254	382	670
Fire flow (gpm)	1,500	1,500	1,500	1,500
MDD + fire flow (gpm)	1,552	1,605	1,676	1,854

Source Capacity Analysis

The Ponderosa Pressure Zone is a closed pressure zone (no gravity storage). Therefore, all demands are directly supplied from the BPS. The new Ponderosa BPS includes a jockey pump (24 gpm), two duty pumps (each at 150 gpm), and two fire pumps (each at 1,500 gpm). Because the BPS serves a closed pressure zone, the BPS should be sized so that the peak hour demand (PHD) can be met with the largest pump out of service as well as meeting the MDD plus fire flow with the largest pump out of service.

A source capacity analysis (spreadsheet calculation) was completed based on the nameplate flow capacities of each pump to the forecasted demands of Table 1. This analysis is shown on Table 2 which indicates that the nameplate capacities when considering all pumps with the largest out of service is capable of meeting the peak demand condition (MDD + fire flow) of existing demands plus buildout of the Woodbury Development. However, a slight deficiency exists when adding the buildout of the future growth area.

Additionally, if looking at non-fire flow conditions, the estimated PHD cannot be met for the Woodbury Development buildout without exceeding the nameplate flow rate or using a fire pump. When considering the buildout of the future growth area, a fire pump would also need to be utilized to meet MDD. The BPS designer should verify that the fire pump can be utilized for this condition and be operationally efficient as it may be beneficial to modify the design point of the pumps prior to construction if it would mean better efficiencies and operations for the long-term.

Table 2. Ponderosa BPS source capacity analysis

	Existing (2018)	20-year previously assumed	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
Ponderosa Pressure Zone projected demands (gpm)				
Average day demand (ADD)	24	48	80	161
Maximum day demand (MDD)	52	105	176	354
Peak hour demand (PHD)	150	254	382	670
Fire flow demand	1,500	1,500	1,500	1,500
Sources (gpm)				
Jockey Pump	24			
Duty Pump 1	150			
Duty Pump 2	150			
Fire Pump 1	1,500			
Fire Pump 2	1,500			
Total capacity	3,324			
Total capacity (excluding fire pumps)	324			
Total capacity with largest offline	1,824			
Source surplus (deficiency) checks (gpm)				
ADD with largest pump offline	1,800	1,776	1,744	1,663
MDD + fire with largest pump offline	272	219	148	(30)
PHD with largest pump offline	1,674	1,570	1,442	1,154
MDD without fire pumps	272	219	148	(30)
PHD without fire pumps	174	70	(58)	(346)

Note: Assumes source pumps are operating at the maximum production rate (i.e., for 24 hours per day)

The *Indian Hills BPS and Ponderosa BPS Hydraulic Design Points TM* provided system curves which are still valid. However, the table of buildout (20-year demand) design points—which are based on PHD, MDD + fire flow, and ADD + fire flow—will see a slight change in flow and head requirements due to the increase in forecasted demands as summarized in Table 1. For example, the 20-year demand for MDD + fire flow was 1,605 gpm, but with the Woodbury Development buildout increases to 1,676 gpm. This further increases to 1,854 gpm if considering buildout of the future growth area.

The designer should verify if the new Ponderosa BPS should only meet the existing demands of the Ponderosa Pressure Zone plus the buildout demands of the Woodbury Development, or if it should also be designed to meet the additional demands of the potential future growth area. The pumps in the current design should then be verified if they are capable of meeting the higher demands without modifications using the previously provided system curves, plus their calculated pump station head losses.

Hydraulic Modeling

A water system hydraulic model scenario was run to evaluate including demands for the buildout of the Woodbury Development plus the future growth area to identify the potential for low pressure issues on the suction side of the new Ponderosa BPS. The model indicated that given the pipe improvements proposed by the Ponderosa BPS, which includes adding a pipe to allow the pump station suction to be supplied from both Lanny Drive and Ponderosa Drive (through Orchard Avenue), the distribution system on the suction side of the new BPS will have adequate capacity to meet pressure requirements for the MDD plus a 1,500 gpm fire flow.

The hydraulic model was also updated with the pump curves for the jockey, duty, and fire pumps for the new Ponderosa BPS based on using the basis of design pumps in the new Ponderosa BPS specifications. The modeling indicates that the combination of the two duty pumps and the jockey pump can meet the PHD for the existing plus the buildout Woodbury Development demands. However, the pumps are not operating at their design points, with all pumps operating further to the right on their respective pump curves.

Given 2030 PHD with the buildout Woodbury Development, the hydraulic model has the jockey pump and duty pumps operating at the following conditions:

- Jockey pump: 43 gpm at 51.6 feet of head
- Duty pumps: each operating at 170 gpm at 53 feet of head (variable frequency drive at 0.93 percent speed)

The Ponderosa BPS designer should verify if this operating point is in the acceptable operating range (AOR) of the pumps.

In addition, the model verifies the spreadsheet calculation that the duty pumps alone cannot meet the PHD if the potential future growth area is also at full buildout. One of the fire pumps would also need to be operating to meet that condition.

Conclusion

Initial hydraulic modeling of the new Ponderosa BPS shows that the pump station can meet the demands of the buildout Woodbury Development plus the existing Ponderosa Pressure Zone demands while meeting the 1,500 gpm fire flow. However, the BPS designer shall verify that the new operating points fall within the AOR of the pumps.

In addition, the new Ponderosa BPS may need modifications if it is intended to also meet the buildout demands of the potential future growth area as there is currently a deficiency in meeting the PHD without using one of the fire pumps. If it is acceptable to use one of the fire pumps to meet the PHD, it should be verified that the turndown of the fire pump using a variable frequency drive (VFD) covers the full range above the maximum operating point of the duty plus jockey pumps.

Technical Memorandum



To: Michael Parker (City of Moscow)
From: David Kuhns (HDR)
Date: 4/21/2022
Subject: Task Order 4 – Updated Woodbury Analysis

Introduction

HDR Engineering Inc. (HDR) has previously completed an analysis called Ponderosa - Woodbury Development Hydraulic Impacts Analysis (August 20, 2021) for the City of Moscow (City). The previous analysis had the Woodbury Development and a buildout area to the east all supplied via the Ponderosa Pressure Zone through the Ponderosa Booster Pump Station (BPS). The City provided a new set of Woodbury drawings dated March 17, 2022. HDR, as part of this project, updated the hydraulic model runs based upon the latest Woodbury drawings.

The latest Woodbury drawings only included the first phase of the Woodbury Development and, unlike the previous analysis, has the development supplied via the Main Pressure Zone through a connection on Slonaker Drive. The previous analysis had assumed 10-inch piping for all proposed pipes and made assumptions on the piping alignments. The model was updated to match the pipe placement and diameters for the first phase of the development. Pipeline elevations were also updated for the first phase of the development based on the grading shown on the revised drawings (previous modeling assumed all model nodes at an elevation of 2,680 feet).

The results of the analysis are summarized within this technical memorandum (TM).

Analysis

The hydraulic analysis completed checks to see if a 1,500 gpm fire flow could be met in the development without the distribution system dropping below 20 psi, that pressures stay above 40 psi during peak demands (without fire flow), and that high pressures do not exceed 80 psi.

Below is a summary of the analysis completed.

- Figure 1 illustrates the low pressures expected in the first phase of the development given an extended period simulation (EPS) model run during typical peak summer demands and being part of the Main Pressure Zone. Pressures drop below 40 psi for areas of the development.
- Figure 2 illustrates the high pressures anticipated in the first phase of the development given an EPS model run during typical winter demands and being part of the Main Pressure Zone. Pressures do not exceed 80 psi for the development.
- Figure 3 illustrates the pressures expected during a steady-state model run with maximum day demand (MDD) and fire suppression storage depleted and being part of the Main Pressure Zone. Pressures do not drop below 20 psi for the development.
- Figure 4 illustrates the available fire flow calculated with a steady-state model run with MDD and fire suppression storage depleted and being part of the Main Pressure Zone. Available fire flow exceeds 1,500 gpm for the development.

The same scenarios were also run in the model but with the development part of the Ponderosa Pressure Zone via a connection off of Arborcrest Road.

- Figure 5 illustrates the low pressures expected in the first phase of the development given an EPS model run during typical peak summer demands and being part of the Ponderosa Pressure Zone. Pressures exceed 40 psi for the development.
- Figure 6 illustrates the high pressures expected in the first phase of the development given an EPS model run during typical winter demands and being part of the Ponderosa Pressure Zone. Pressures do not exceed 80 psi in the development.
- Figure 7 illustrates the available fire flow calculated with a steady-state model run with MDD and fire suppression storage depleted and being part of the Ponderosa Pressure Zone. Available fire flow exceeds 1,500 gpm in the development.

Figure 1. EPS summer low pressures without fire, part of Main Pressure Zone (psi)

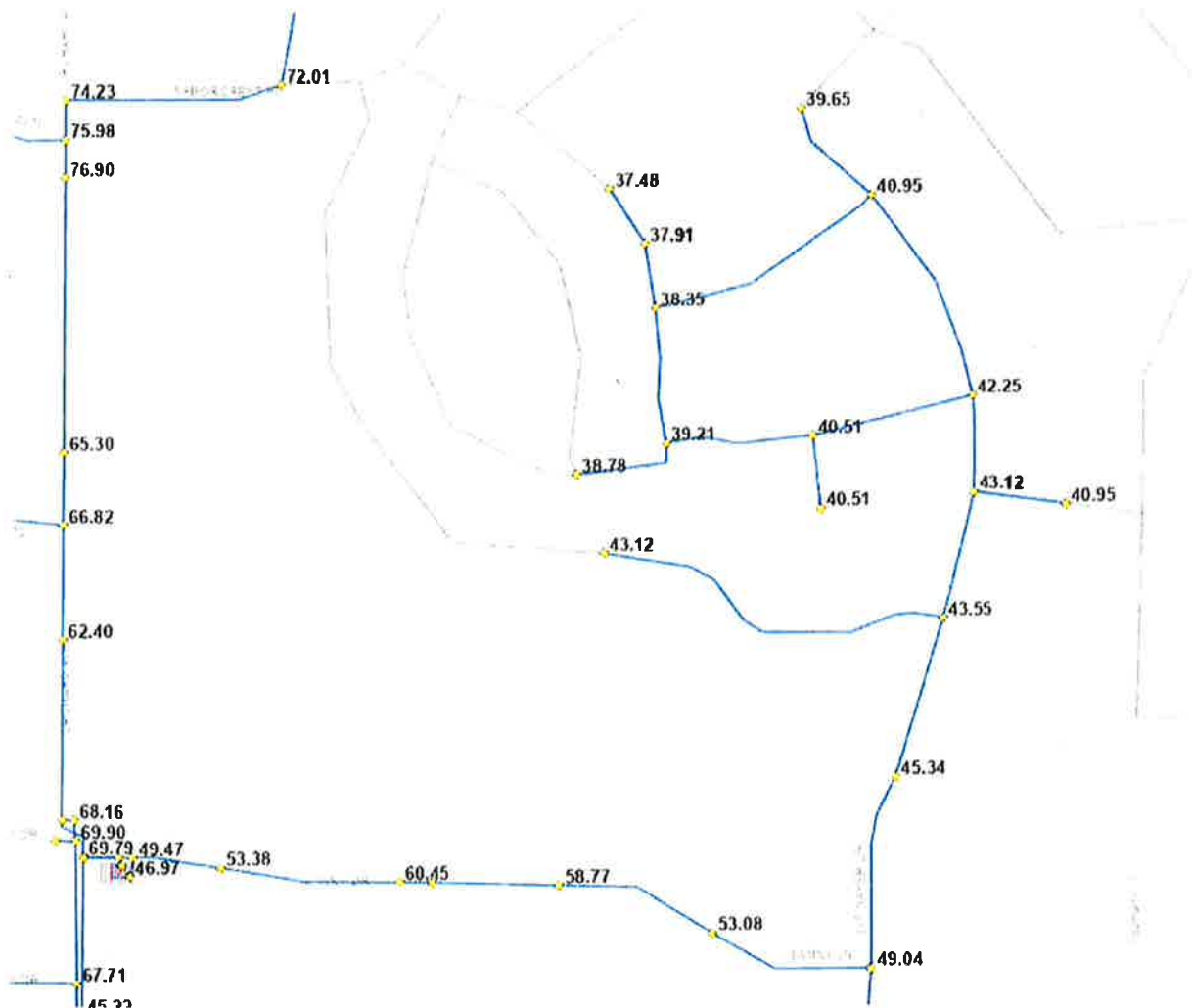


Figure 2. EPS winter low pressures without fire, part of Main Pressure Zone (psi)

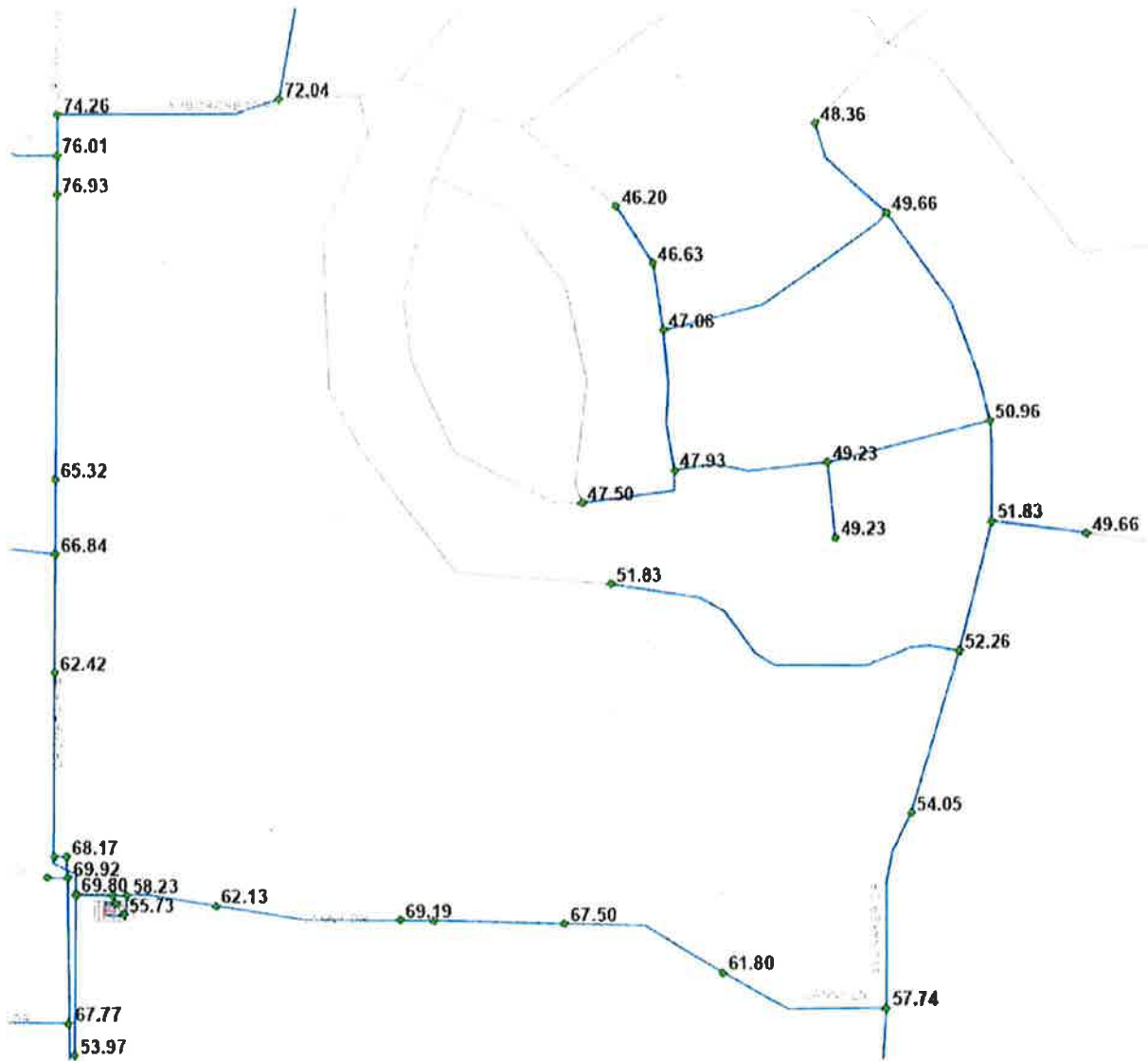


Figure 3. Steady-state pressure during MDD with fire suppression storage depleted, part of Main Pressure Zone (psi)

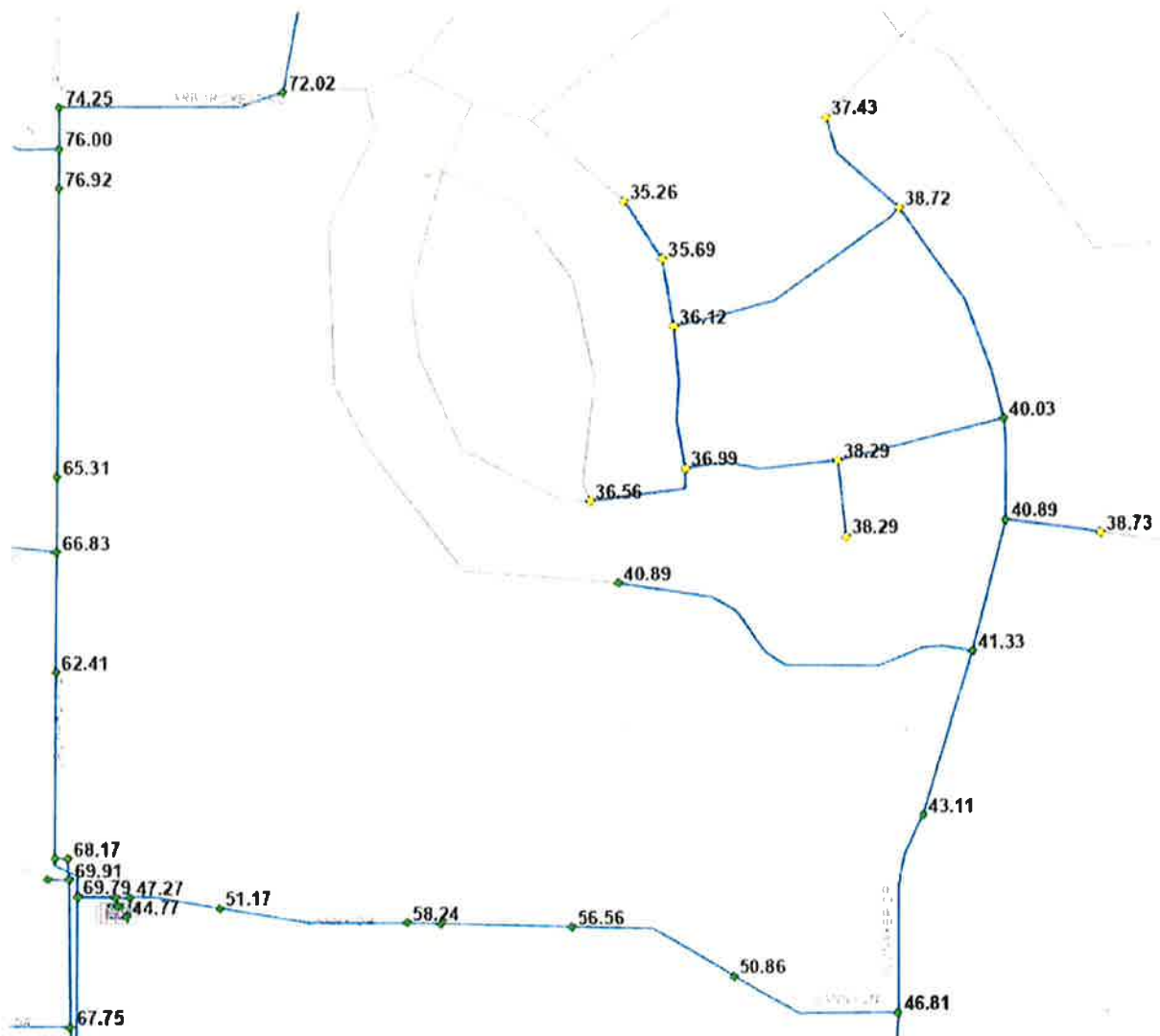


Figure 4. Steady-state available fire flow, part of Main Pressure Zone (gpm)

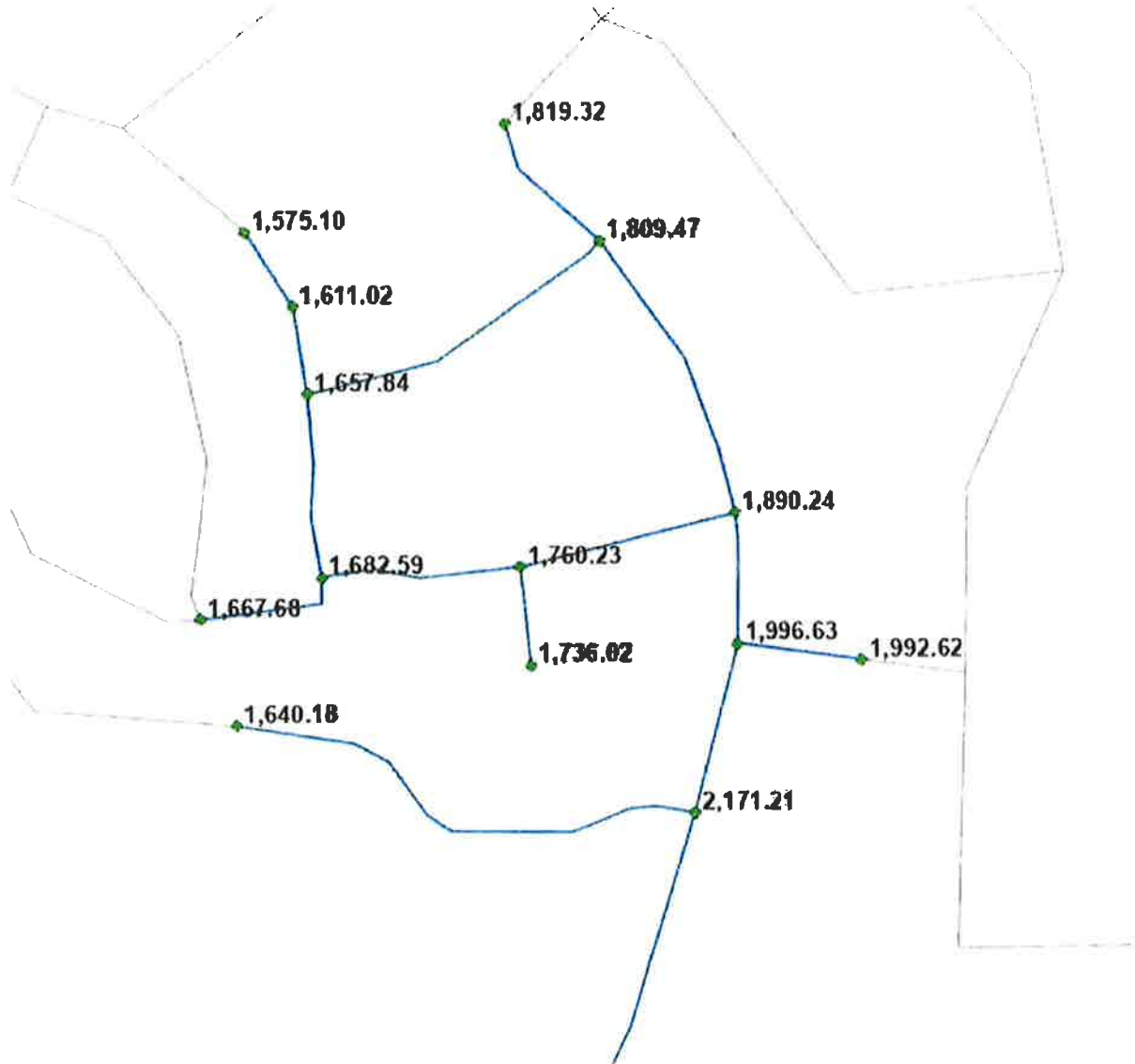


Figure 5. EPS summer low pressures without fire, part of Ponderosa Pressure Zone (psi)

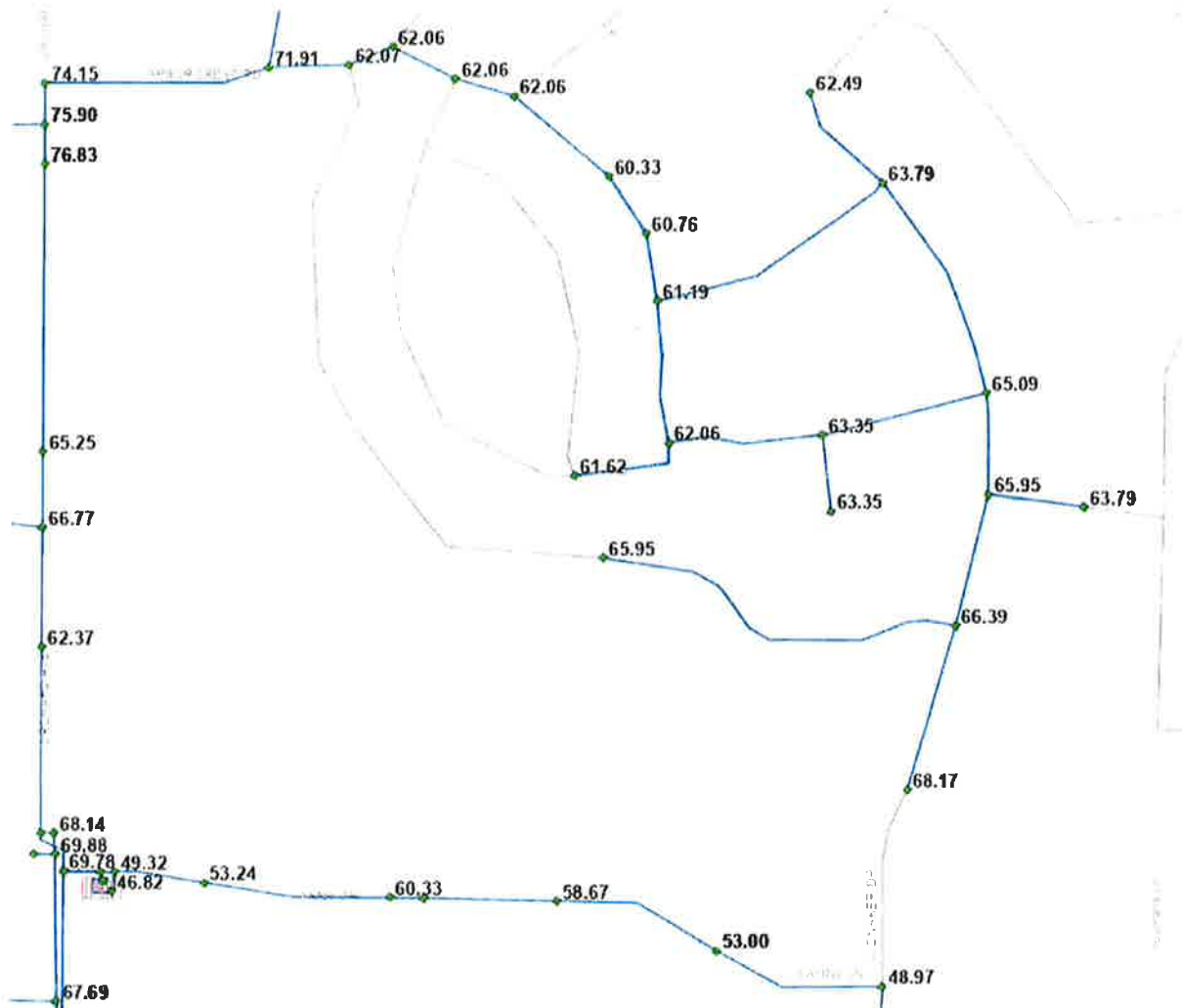
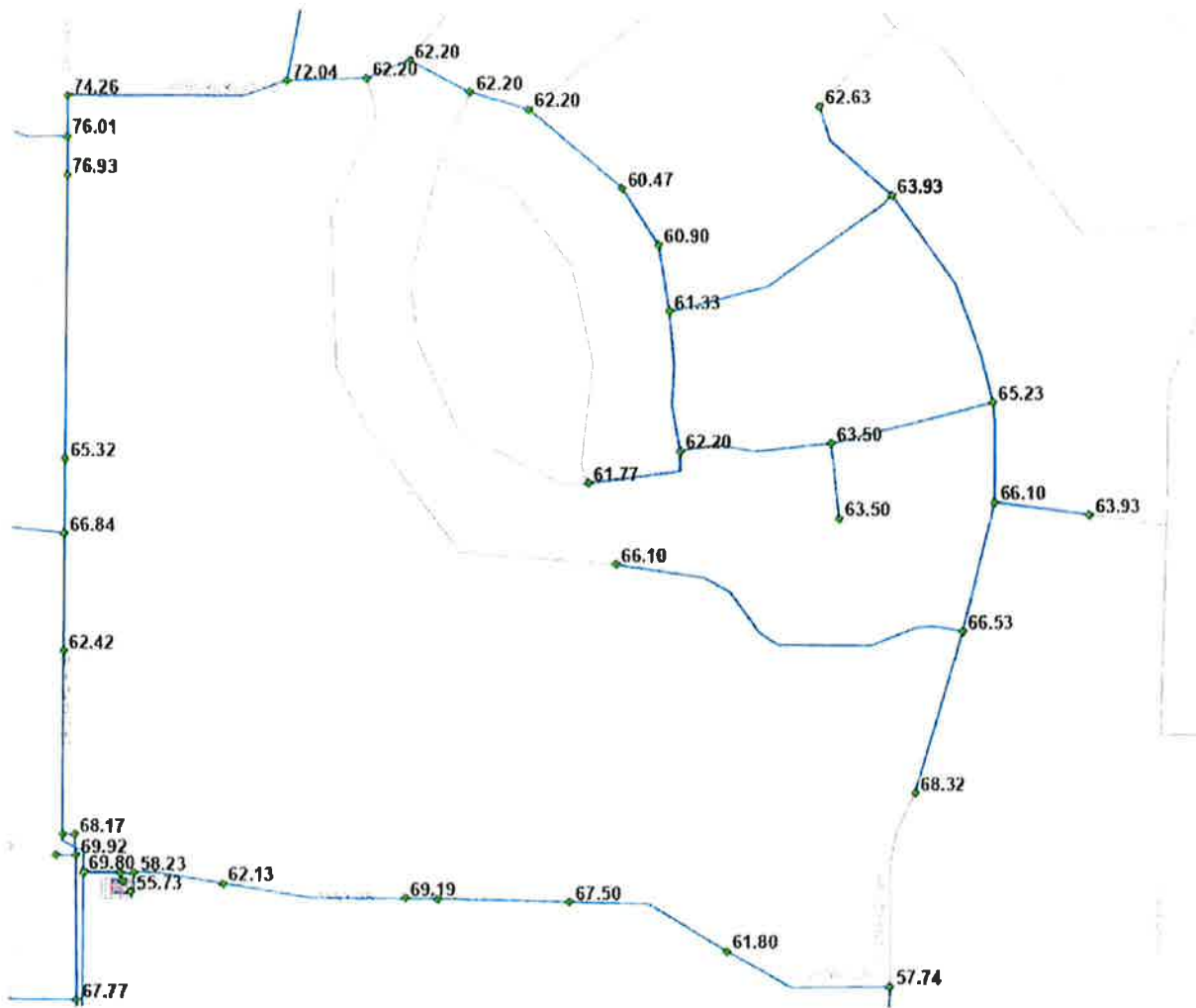


Figure 6. EPS winter low pressures without fire, part of Ponderosa Pressure Zone (psi)



[illegible]

Given that the system pressures could potentially drop below 40 psi during peak demand conditions, the development (or at least the low pressure areas) should be part of the Ponderosa Pressure Zone. A piping connection to the Main Pressure Zone could continue to be constructed for emergency purposes but either left closed with an isolation valve, check valve, or pressure reducing valve.

The TM for the Ponderosa - Woodbury Development Hydraulic Impacts Analysis (August 20, 2021) still applies if the Woodbury Development is still part of the Ponderosa Pressure Zone. Otherwise, if part of the Main Pressure Zones, the demands for the Ponderosa BPS will decrease to what was previously assumed.

Technical Memorandum



To: Michael Parker (City of Moscow)
From: David Kuhns (HDR)
Date: 5/17/2022
Subject: Task Order 4 – Ability of Existing Ponderosa BPS to Serve the Woodbury Development

Introduction

HDR Engineering Inc. (HDR) has previously completed two analyses related to the Woodbury Development. These include the following:

- *Ponderosa – Woodbury Development Hydraulic Impacts Analysis Draft TM (8/20/2021)* – an initial analysis was performed to determine impacts to the existing water system and new Ponderosa BPS given the addition of the Woodbury Development and potential build-out area to the east.
- *Task Order 4 – Updated Woodbury Analysis TM (4/21/2022)* – updated the analysis of the Woodbury Development given the most recent development drawings provided by the City.

It is anticipated that the Woodbury Development will be supplied via the Ponderosa Pressure Zone to provide adequate system pressure. The Ponderosa Pressure Zone is supplied from the Main Pressure Zone via the Ponderosa Booster Pump Station (BPS). The Ponderosa BPS is planned to be replaced with a new Ponderosa BPS with increased capacity. The previous modeling efforts performed assumed the new Ponderosa BPS would be in place as part of the analysis. However, the new BPS may not be in place prior to construction of the first phase of the Woodbury Development (phase 1). The City has requested HDR to perform an analysis to determine if the existing Ponderosa BPS has the capacity to serve the first phase of the new development.

The results of the analysis which evaluates the available capacity of the existing Ponderosa BPS is summarized within this technical memorandum (TM).

Analysis

The existing Ponderosa BPS has an existing duty pump rated for 200 gallons per minute (gpm) at 74 feet of total dynamic head (TDH) and an existing fire booster pump rated for 1,000 gpm at 102 feet TDH.

As part of the 8/20/2021 TM, HDR estimated demands for the existing (2018) Ponderosa Pressure Zone plus the Woodbury Development full build-out demands. Since that analysis only included the full build-out demands for the Woodbury Development, demands for phase 1 of the Woodbury Development were estimated for this analysis. Phase 1 of the development proposes 73 single family residential (SFR) parcels and a 0.8 acre park area. The estimated demands are summarized in Table 1.

The Ponderosa Pressure Zone is a closed pressure zone (no gravity storage). Typically, a BPS designed to serve a closed pressure zone would be sized so that the peak hour demand (PHD) can be met with the largest pump out of service as well as meeting the maximum day demand (MDD) plus fire flow with the largest pump out of service. However, since the existing Ponderosa BPS only has a single fire pump, the fire flow capacity is assumed with both pumps online.

Table 1. Estimated Ponderosa Pressure Zone demands

Demand	Existing (2018)	Existing (2018) + Phase 1 Woodbury	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
Average day demand, ADD (gpm)	24	40	80	161
Maximum day demand, MDD (gpm)	52	91	176	354
Peak hour demand, PHD (gpm)	150	227	382	670
Fire flow (gpm)	1,500	1,500	1,500	1,500
MDD + fire flow (gpm)	1,552	1,591	1,676	1,854

Capacity Analysis via Nameplate Capacity

A source capacity analysis (spreadsheet calculation) was completed based on the nameplate flow capacities for each pump to the forecasted demands of Table 1 and is summarized in Table 2. With the 1,500 gpm residential fire flow requirement from the City's 2012 Comprehensive Water System Plan, the existing pump station's nameplate capacity is currently deficient to meet the MDD plus the fire flow goal with the deficiency only increasing as additional demands are placed on the existing BPS. For meeting the PHD, the existing pump station is capable of meeting the current PHD but is predicted to be deficient for meeting the PHD once phase 1 of the Woodbury Development is constructed, with this deficiency increasing as further demands are placed on the BPS with additional development.

Table 2. Source capacity analysis

	Existing (2018)	Existing (2018) + Phase 1 Woodbury	Existing (2018) + Woodbury Buildout	Existing (2018) + Woodbury Buildout + Future Growth Area Buildout
Ponderosa Pressure Zone projected demands (gpm)				
Average day demand (ADD)	24	40	80	161
Maximum day demand (MDD)	52	91	176	354
Peak hour demand (PHD)	150	227	382	670
Fire flow demand	1,500	1,500	1,500	1,500
Sources (gpm)				
Duty Pump			200	
Fire Pump			1,000	
Total capacity			1,200	
Total capacity with largest offline			200	
Source surplus (deficiency) checks (gpm)				
ADD with largest pump offline	176	160	120	39
MDD + fire	(352)	(391)	(476)	(654)
PHD with largest pump offline	50	(27)	(182)	(470)

Note: Assumes source pumps are operating at the maximum production rate (i.e., for 24 hours per day)

Capacity Analysis via Hydraulic Model with Pump Curve

While a deficiency is shown after looking at nameplate capacity, the hydraulic model was utilized with the pump curve for the duty pump to validate if the phase 1 Woodbury Development demand could be met by operating further to the right along the pump curve.

The existing PHD for the Ponderosa BPS is estimated to be 150 gpm. With the Ponderosa BPS duty pump operating at full speed, the modeled discharge pressure during the existing PHD is 84 psi. The lowest pressure in the system is at the north end of Arborcrest Road with a modeled pressure of 54 psi.

When adding the predicted demands for phase 1 of the Woodbury Development, during PHD conditions the modeled discharge pressure for the Ponderosa BPS is 70 psi and the north end of Arborcrest Road is 40 psi. The minimum allowable pressure during peak demand conditions is 40 psi. Given the modeling, adding phase 1 of the Woodbury Development places the existing Ponderosa BPS right at its maximum capacity. However, it may not be acceptable to the City to have the pressure at the north end of Arborcrest Road potentially drop approximately 14 psi in their low pressure and operating at 40 psi during PHD conditions versus the current low pressure of 54 psi. This will need to be confirmed with the City if acceptable.

For fire flow conditions, the existing Ponderosa BPS currently cannot meet the 1,500 gpm required fire flow from the 2012 Comprehensive Water System Plan. However, portions of the Ponderosa Pressure Zone can meet this requirement if taking into consideration gravity flows from the Main Pressure Zone through the check valve located on Orchard Avenue.

Summary

Considering only the nameplate capacity of the existing Ponderosa BPS, adding phase 1 of the Woodbury Development would cause a deficiency to meet peak hour demands (PHD).

However, when using the hydraulic model with a pump curve, phase 1 of the Woodbury Development would cause the Ponderosa BPS to be operating right at its maximum capacity to meet PHD, including Phase 1. However at this condition, the northern portion of Arborcrest Road would be at 40 psi—a 14 psi decrease over the predicted current low pressure.

The developer has also not provided their own calculation of water demands for the Woodbury Development. If the demands of phase 1 of the Woodbury Development exceed HDR's predicted demands, the pressure at the north end of Arborcrest Road would drop below 40 psi during PHD conditions and would not meet minimum pressure requirements.

It should also be noted that the existing Ponderosa BPS currently cannot meet the 1,500 gpm required fire flow from the 2012 Comprehensive Water System Plan for the entire pressure zone. However, portions of the Ponderosa Pressure Zone can meet this requirement if taking into consideration gravity flows from the Main Pressure Zone through the check valve located on Orchard Avenue.



City of Moscow Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Parks and Facilities Manager

David Schott

Date: September 22, 2022

Re: Parkland Dedication Requirements for the Proposed Woodbury Subdivision Final Plat

As part of the subdivision process, this proposed subdivision falls under the requirements of the parkland dedication codes of the City.

There is 512,046 SF (11.75 acres) of net developable area platted in the Woodbury subdivision. Of the 512,046 SF (11.75 acres), 448,308 SF (10.29 acres) is zoned R-2 Moderate Density, Single Family Residential. The other 63,738 SF (1.46 acres) is zoned NB Neighborhood Business.

The R-2 requires five percent (5%) of required parkland dedication. There is 448,308 SF (10.29 acres) of net developable area, which requires 22,415 SF (0.51 acres) of parkland dedication.

The NB requires nine percent (9%) of required parkland dedication. There is 63,738 SF (1.46 acres) of net developable area, which requires 5,736 SF (0.13 acres) of parkland dedication.

The total parkland dedication requirement for this phase of the Woodbury subdivision is 28,151 SF (0.65 acres).

It is my recommendation to defer the parkland dedication requirements for this phase to a later of the entire subdivision for a natural area comprised of approximately 133,793 SF (3.07 acres) and a 49,493 SF (1.14 acres) area that total 183,256 SF (4.2 acres) for open space that will include grading, a detention basin, and a ten-foot (10') wide gravel (pathway base) pathway provided by the developer.

The WintzCompany, LLC has submitted a letter to this effect, Exhibit A.

It is anticipated the parkland dedication requirements for the entire subdivision would be approximately 2.3 acres +/- . Said 4.2 acres of parkland dedication, together with agreed upon improvements to the

parkland property, would satisfy all parkland dedication requirements for the entire Woodbury subdivision.

It is my opinion that as proposed, the owner meets (exceeds) the parkland dedication requirements for this subdivision.

The Parks and Recreation Commission considered and recommended approval on August 26, 2021.

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

Exhibit A**Wintz Company, LLC**

General Contracting / RE Development

August 18th, 2021

David Shott

650 N. Van Buren Street

Moscow, ID, 83843

Re: Woodbury park dedication

Dear David,

In order to meet our parks dedication requirements for the Woodbury subdivision, we would like to offer the naturalized area on our southwest boundary. This area comprised of an 133,793 sf area and a 49,463 sf area that together total 183,256 +/- (see attached) will include a detention basin as a water feature and a ten-foot wide gravel path that meanders along the slope. The area overlooks an adjacent low lying natural drainage area, some portion of which has been dedicated to a nature conservancy, consisting of a few ponds that attract waterfowl and various other animals. We envision this naturalized greenspace, being a popular walking area and a possible connector to the larger pathway system.

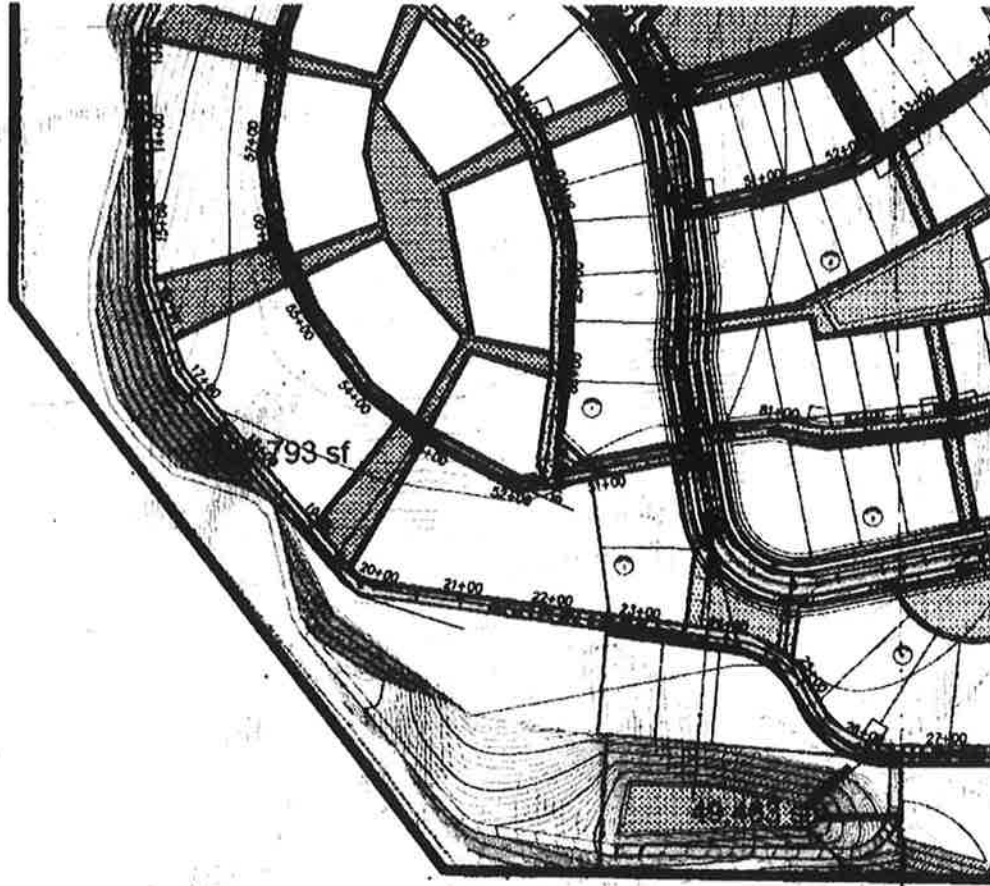
The entire space consists of approximately 4.2 acres and if completed as designed would meet the parkland dedication requirement for the entire 82 acres proposed for Woodbury. Additionally, Wintz Company proposes to do the grading improvements along with construction of the pathway and placement of gravel if the City is willing to contribute the trees, shrubs and maintenance.

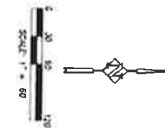
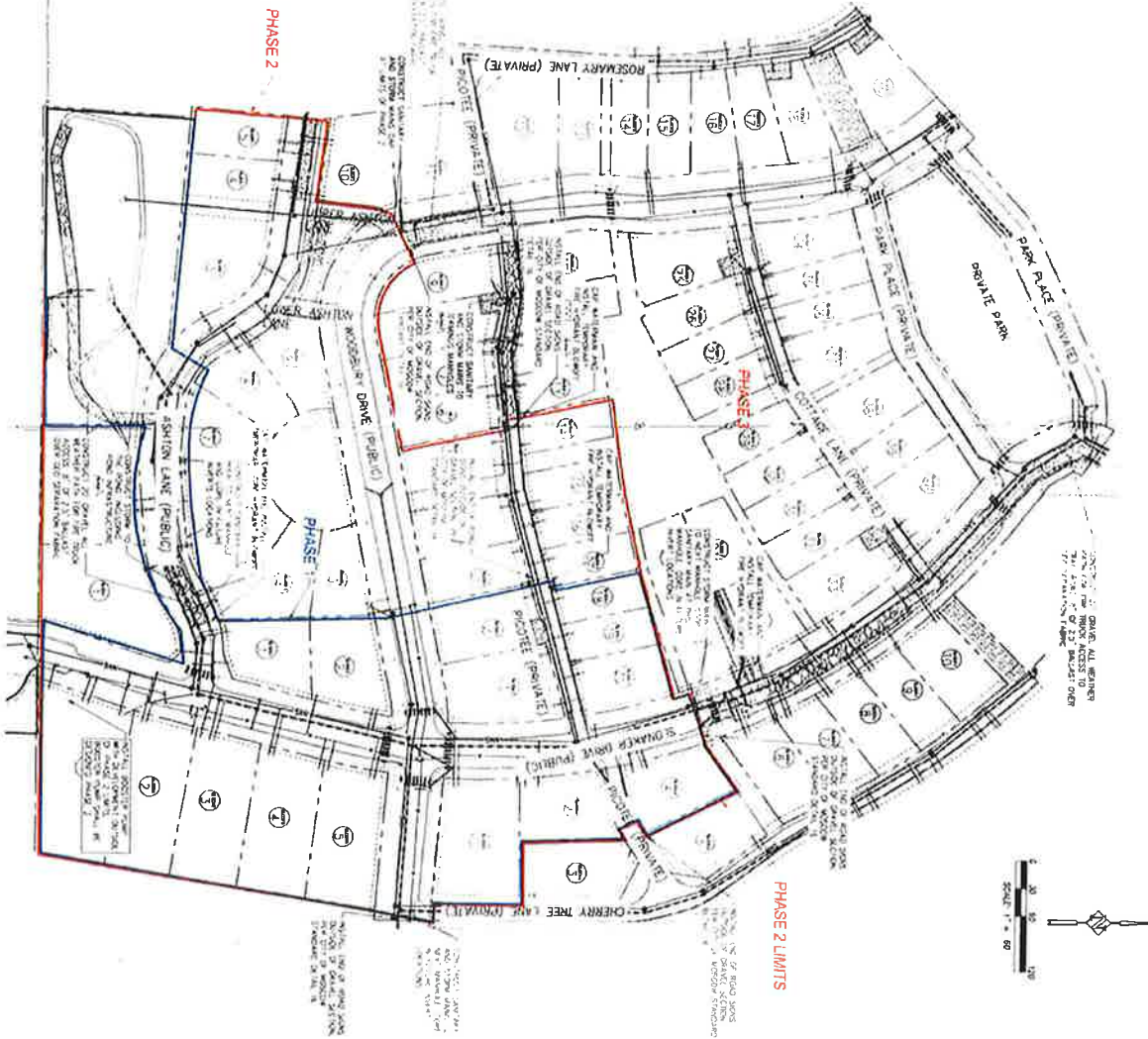
Wintz Company has an agreement with the present land owners to purchase successive phases as we build out the larger project. This proposed area will be part of Phase 2 and will be purchased after Phase 1 is complete. After the purchase of the Phase Two area, Wintz Company would be able to make the dedication to the City but until then our parkland dedication would be suspended by mutual agreement.

Let us know if this is agreeable. We look forward to working with you on creating some fantastic parkland.

Best Regards,

*Mark Wintz*Wintz Company, LLC – 1004 Dairy Lane, Moscow, ID 83843 – mark@wintzcompany.com (208) 586 - 5555





SANITARY SEWER IMPROVEMENTS

PHASING AND SEWER SYSTEM NOTE

1. ALL SANITARY SEWER IMPROVEMENTS SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION OF THE FIRST PHASE OF THE PROJECT.

PHASING AND WATER SYSTEM NOTE

1. ALL WATER MAIN IMPROVEMENTS SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION OF THE FIRST PHASE OF THE PROJECT.

UTILITY STATEMENT

THE UNDERSIGNED, CIVIL ENGINEER, HAS REVIEWED THE PHASING PLAN AND HAS DETERMINED THAT THE PHASING PLAN IS IN ACCORDANCE WITH THE CITY OF MOSCOW, IDAHO, ORDINANCE NO. 100, WHICH GOVERNS THE PHASING OF CONSTRUCTION PROJECTS.



C1.2

3 of 59

DATE: 08/19/2012

DESIGNED: SAS
CHECKED: ATG/SAS
DATE: 08/19/2012



SYNTIER
Engineering, Inc.
401 S. Broadway, Suite 100
Moscow, ID 83843
www.syntier.com

PHASING PLAN
WOODBURY CONSTRUCTION PLANS
MOSCOW, IDAHO

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

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

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

Memo

To: City Council

From: Mike Ray, AICP - Planning Manager

Date: September 3, 2024

Re: Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat Review

The Planning & Zoning Commission conducted a public hearing on September 27, 2023 to consider the request of RMR Construction LLC for a Preliminary Plat of a 2.08-acre property to create seven (7) lots with an average lot size of 12,931 square feet, referred to as the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with no conditions.

City Council then conducted a public hearing on November 6, 2023 and approved the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition preliminary plat with no conditions.

On August 14, 2024 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat for conformance with City and State Code requirements and found it to be in conformance.



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$474.00 plus \$28.50/lot	
Receipt Number			

APPLICATION FOR FINAL SUBDIVISION PLAT

(Please type or print plainly with blue ink.)

APPLICANT:

Name: RMR Construction LLC Phone: 208-859-4941
Address: P.O. Box 10001 Moscow, ID 83843 Email: smisek@moscow.com

OWNER: (if other than applicant)

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

ENGINEER/SURVEYOR:

Name: Nuri Nimmer / Michael Dahlin Phone: 208-882-3520 / 208-883-5339
Address: 405 S Washington St Moscow, ID 83843 Email: nurinimmer@moscow.com

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

PROPERTY:

- Proposed Subdivision Name: Replat of Lot 12 and Lot 13 of Block 3 Quail Run Addition
- Address(es) or Parcel Number(s): RPM080250030130A and RPM08250030120A
- Legal Description: Please attach copy of full description.
- Gross Area of all land involved: 2.08± acres, and/or _____ sq. ft.
- Total Net Area of land area, exclusive of proposed or existing public street and/or other public lands:
2.08± acres, and/or _____ square feet.
- Total number of lots: 7 Average lot size: 12,931 sq. ft.

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY:

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

FINAL PLAT CHECKLIST:

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

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

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

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

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

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

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

Stacy Smisek , member

7/24/24

Signature of Applicant

Date

Stacy Smisek, member

7/24/24

Signature of Property Owner (if different)

Date

Section 5, T39N, R5W, BM

LEGAL DESCRIPTION

A parcel of land, being Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow, Instrument #626554, Latah County Records, located in the Southwest Quarter of the Southwest Quarter of Section 5, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Quail Run Addition to the City of Moscow, Instrument #414835, Latah County Records, Thence along the north line thereof the following two courses:
S89°18'40"E, 269.02 feet to the northwest corner of Lot 12 of Block 3 of said Quail Run Addition;
Thence S89°18'40"E, 100.23 feet to the northeast corner of Lot 12 of Block 3 of said Quail Run Addition;
Thence along the east boundary of said Lot 12 the following two courses:
S23°27'24"W, 327.40 feet;
Thence S61°49'36"W, 104.90 feet to the north right-of-way line of Pintail Lane;
Thence along said north right-of-way line the following two courses:
64.92 feet along a curve to the left, said curve having a Delta = 16°31'57", Radius = 225.00 feet, Chord = 64.70 feet and a Chord Bearing = N41°41'26"W to the southeast corner of Lot 13 of Block 3 of Quail Addition;
Thence 108.49 feet along a curve to the left, said curve having a Delta = 27°37'36", Radius = 225.00 feet, Chord = 107.44 feet and a Chord Bearing = N63°46'13"W to the southwest corner of Block 3 of Quail Addition and a point on the east right-of-way line of State Highway 95;
Thence along said east right-of-way line and along the west boundary of said Block 3 the following three courses:
N00°39'36"E, 239.30;
Thence S84°15'15"W, 10.06 feet;
Thence N00°39'36"E, 20.24 feet to the Point of Beginning.

Parcel contains 2.08 Acres, more or less.

DEDICATION

Know all persons by these presents, that RMR Construction LLC, owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as the Replat of Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public access and utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith dedicate the southwesterly 5.00 feet of this land, adjacent to Pintail Lane, as public right-of-way. In witness thereof, the undersigned have set their hands.

Stacy Smisek,
Member, RME Construction, LLC

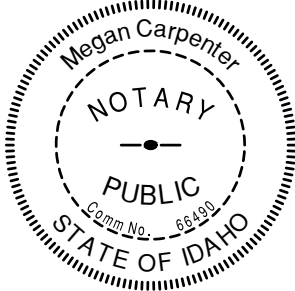
ACKNOWLEDGMENTS

State of _____
County of _____

On this _____ day of _____, 2024, before me, the undersigned Notary Public in and for the State of _____, personally appeared Stacy Smisek, known or identified to me to be the a member of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public, _____
Residing in _____
My Commission Expires _____



APPROVALS

Moscow Planning and Zoning Commission

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2024.

Chairman, Planning and Zoning Commission

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____, 2024. Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk Mayor, City of Moscow

City Engineer, City of Moscow

Examined and approved by the City Engineer this _____ day of _____, 2024.

City Engineer, City of Moscow

Latah County Surveyor

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

Latah County Surveyor

Latah County Treasurer

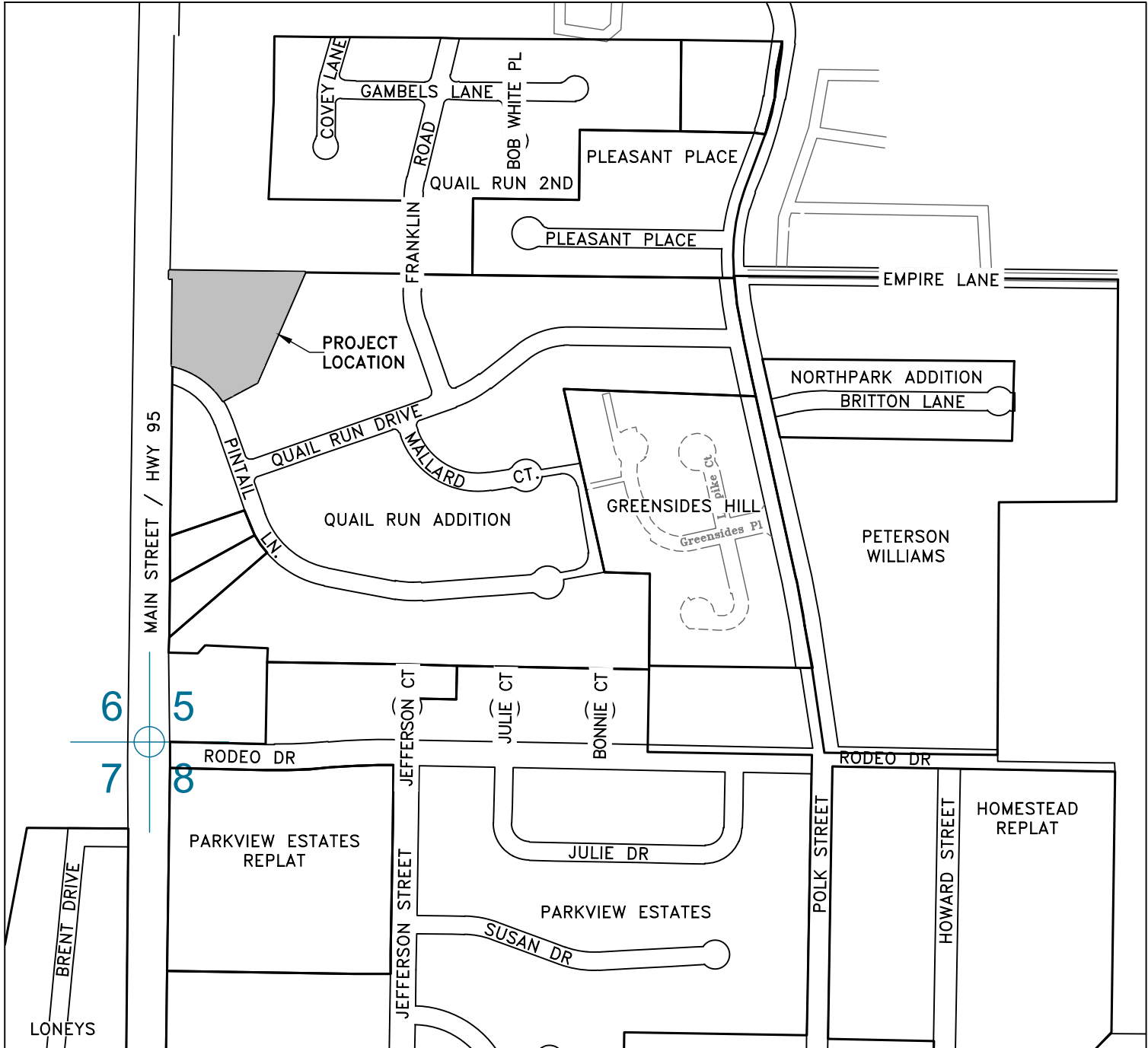
I hereby certify that taxes and assessments on property shown hereon have been paid for 2023 and preceding years as of this _____ day of _____, 2024.

Latah County Treasurer

Public Health - Idaho North Central Health District

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

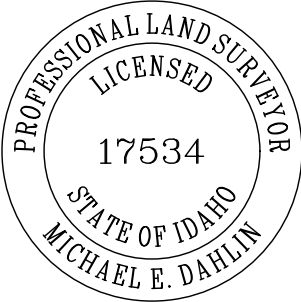
Public Health - Idaho North Central District, Senior Environmental Health Specialist Date



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, Michael E. Dahlin, P.L.S. #17534, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon. The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 7-01-2025, as referenced on the plat and approved by the City of Moscow. Witness my hand and seal this _____ day of _____, 2024.



Michael E. Dahlin, PLS #17534

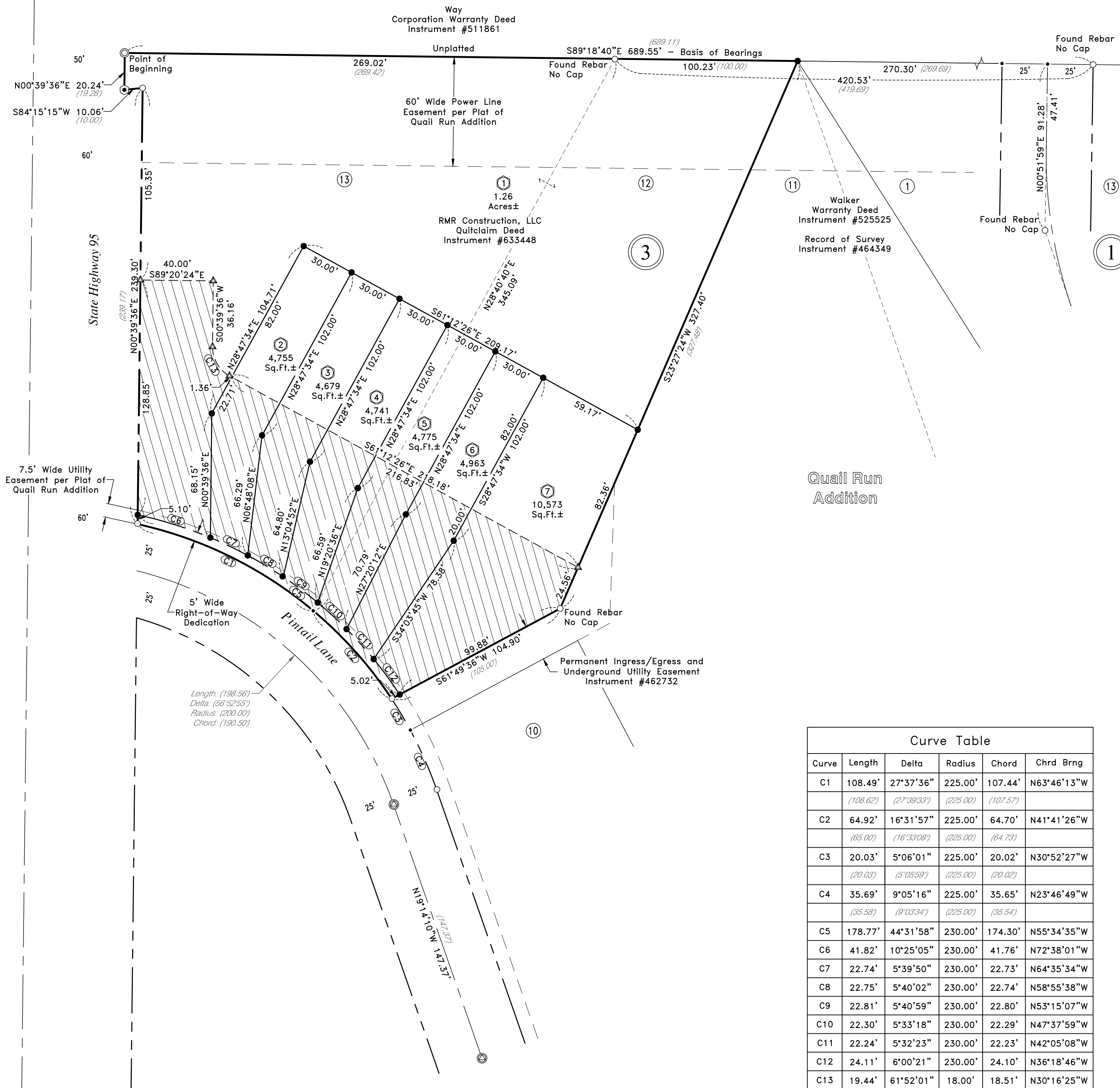
PRELIMINARY
NOT FOR
RECORDING

Replat of Lots 12 & 13 of Block 3
of Quail Run Addition to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	4643 Replat
Tab:	Sign
Plot Style	Default.ctb
Project:	4643-04-23
Date:	8/20/24

1 of 2

Section 5, T39N, R5W, BM



Survey References:

1. Plat of Quail Run Addition to the City of Moscow, Instrument #414835, by L. Hodge PE/LS #3003.
2. Permanent Ingress/Egress and Underground Utilities Easement, Instrument #462732.
3. Record of Survey, Instrument #464349, by L. Hodge PE/LS #3003.
4. Corporation Warranty Deed, Instrument #511861, United Guaranty Residential Insurance Company to Walker.
5. Warranty Deed, Instrument #525525, Friendshuh to Walker.
6. Quitclaim Deed, Instrument #633448 Smisek to RMR Construction, LLC.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found northwest corner of Quail Run Addition and the found northwest corner of Block 1 said Quail Run Addition, said bearing being S89°18'40"E.

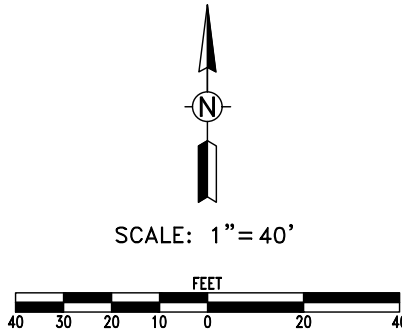
Surveyor Narrative

1. The purpose of this survey was to locate, monument and map the boundaries of Lots 12 and 13 of Block 3 of Quail Run Addition, Instrument #464349, and to Replat said Lots into 7 new Lots, as shown hereon.
2. The north line of Quail Run Addition was located to establish the Basis of Bearings and primary boundary control. Lots 1 and 2 of Block 3 of Quail Run Addition were rotated to project basis and located accordingly.

Legend

- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- ▲ Set 1/2" Diameter Rebar w/Plastic Cap Stamped "Easement PLS 17534"
- ⊙ Found Aluminum Cap Centerline Monument Stamped "Hodge 3003" in Case
- ⊙ Found ITD Brass Cap Right-of-Way Monument
- ⊙ Found 2" Diameter Iron Pipe
- Found 5/8" Diameter Rebar w/ Plastic Cap Stamped "Hodge 3003" or as Described
- Calculated Position
- Ⓢ Curve Data - See Curve Table
- ① Lot Number - This Replatting
- ① Quail Run Block Number
- ① Quail Run Lot Number
- (100) Record Data - Per Quail Run Addition
- Replat Boundary Line
- Lot Boundary Line - This Replatting
- Existing Lot/Parcel Boundary Line
- - - Original Quail Run Lot Line, No Longer Parcel Boundary
- Centerline
- Right-of-Way
- ▨ Public Access and Utility Easement This Replatting
- - - Existing Easement

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	108.49'	27°37'36"	225.00'	107.44'	N63°46'13"W
	(108.62')	(27°39'33")	(225.00')	(107.57')	
C2	64.92'	16°31'57"	225.00'	64.70'	N41°41'26"W
	(65.00')	(16°33'08")	(225.00')	(64.73')	
C3	20.03'	5°06'01"	225.00'	20.02'	N30°52'27"W
	(20.03')	(5°05'59")	(225.00')	(20.02')	
C4	35.69'	9°05'16"	225.00'	35.65'	N23°46'49"W
	(35.58')	(9°03'34")	(225.00')	(35.54')	
C5	178.77'	44°31'58"	230.00'	174.30'	N55°34'35"W
C6	41.82'	10°25'05"	230.00'	41.76'	N72°38'01"W
C7	22.74'	5°39'50"	230.00'	22.73'	N64°35'34"W
C8	22.75'	5°40'02"	230.00'	22.74'	N58°55'38"W
C9	22.81'	5°40'59"	230.00'	22.80'	N53°15'07"W
C10	22.30'	5°33'18"	230.00'	22.29'	N47°37'59"W
C11	22.24'	5°32'23"	230.00'	22.23'	N42°05'08"W
C12	24.11'	6°00'21"	230.00'	24.10'	N36°18'46"W
C13	19.44'	61°52'01"	18.00'	18.51'	N30°16'25"W



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

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

Lead Surveyor
Site Mapping
RIM ROCK CONSULTING, INC.

PROFESSIONAL LAND SURVEYOR
LICENSED SURVEYOR
PLS 17534
MICHAEL E. DRYDEN

Replat of Lots 12 & 13 of Block 3
of Quail Run Addition to the City of Moscow
Latah County, Idaho

Drafted by: SW
Checked by: MED
File Name: 4643 Replat
Tab: Layout
Plot Style: Default.ctb
Project: 4643-04-23
Date: 8/20/24

2 of 2

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
November 6, 2023**

7:00 PM

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

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

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

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, David Schott, Mike Ray, Bob Buvel, Laura Perrigo, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

In celebration of Day of the Girl on October 11, girl scouts from around the area led the Pledge of Allegiance.

PROCLAMATION

Veterans Day Proclamation

Mayor Bettge read the Veterans Day proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council October 16, 2023 Minutes - Laurie M. Hopkins

B. Personnel Policy Updates Resolution - Bonnie Dennler

This resolution is to amend and repeal sections within Chapters 5, 7 & 8 of the City of Moscow Personnel Policies as previously approved through Resolution 2022-30. Amendments are based on feedback from the Employee Advisory Committee, as well as to align these policies with current practice. This was reviewed by the Administrative Committee on October 23, 2023 and recommended for approval.

ACTION: Approve the proposed resolution to amend and repeal sections within Chapters 5, 7 & 8 of the City of Moscow Personnel Policies.

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

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Juan Albaitero to the Fair & Affordable Housing Commission and Phillip Blankenship and JT Manning to the Farmers Market Commission. Kelly moved and Taruscio seconded approval of the appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Albaitero said he has been in Moscow for five years with plans as his forever home. He sees the growth of town and is excited to help.

JT Manning said has been in Moscow since 2004 and is excited to be part of one of his favorite things about of Moscow, the Farmers Market.

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

Riya Kumar, (Moscow) is part of XR Palouse, the local chapter of Extinction Rebellion. She recognizes Moscow is in a state of climate and ecological crisis. She believes it is long overdue that Moscow declare a climate and ecological emergency. Pave the way for more adequate address the climate emergency and treat things as severely as they are.

Nick Koenig (Moscow) is also here in the hopes of engaging in conversations. He asked that all developments go through the Sustainable Environment Commission and to change the name of the commission to Sustainable Environment and Climate Commission. XR will be rolling out a call and declaration and rally for community feedback. He wants Moscow to be the first city in Idaho to declare a climate emergency.

Brandon Johnson (Latah Sanitation Inc) said they have established some new programs for rate payors and installing a new scale at the transfer station. The new scale provides separate in/out weighing.

4. Moscow Farmers Market Halloween Costume Contest Presentation

Perrigo said this is the fourth annual contest and had six categories for entries. Categories included sprout, sprout group, junior, adult, pair/duo/couple and group/family. There were 55 entries and 89 participants. They collaborated with Tack and Photography for the photos.

5. Citizen Commission Report – Moscow Tree Commission – David Schott / Ellis Eifert

David Schott introduced Ellis Eifert, chair of the Moscow Tree Commission. Eifert. Eifert provided photos of the commission members and shared the mission statement, structure and duties. The past year the Commission held an Arbor Day Celebration at the Moscow Public Library and the annual seedling giveaway. The City received the 30th Tree City USA award and the 22nd Growth Award. The Commission also provided two articles for the utility billing newsletter and launched the Heritage Tree Program.

6. Public Hearing: Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition (ACTION ITEM) - Mike Ray

The applicant, RMR Construction LLC, is proposing to subdivide a 2.08-acre property generally located at the northeast corner of Highway 95 and Pintail Lane to create seven (7) lots with an average lot size of 12,931 square feet, referred to as the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition. The Planning and Zoning Commission conducted a public hearing on this matter on September 27, 2023 and recommended approval of the proposed preliminary plat with no conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with no conditions; or approve the preliminary plat with 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.

Mayor Bettge opened the public hearing. Ray introduced the item by providing details regarding the

Comprehensive Plan, zoning, utilities and terrain.

Parker read in the packet that citizens are concerned about traffic from Pintail onto Highway 95. Ray stated 5 additional lots would not rise to the level of a traffic impact study but Idaho Transportation Department (ITD) would determine that since it ties into the highway. ITD did not have any comments. Belknap added site distance is adequate and no concerns have been brought forward. Staff could speak with ITD about low scale mitigation but the intersection won't have enough volume to warrant a signal.

Scott Becker (Hodge and Associates) said they have looked at this property for three years and this seems to be the best use of an infill lot. He quickly looked and found only one accident in the last five years at the intersection.

Mayor Bettge asked for any public testimony. Hearing none, he closed the public hearing at 7:58 p.m.

Lewis said she appreciates infill being developed and moved to approve the preliminary plat with no conditions. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Lewis moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. South US95 Sewer Water Extension Change Order (ACTION ITEM) - Bob Buvel

On August 2nd, 2021, the City Council Approved the Award of the South US95 Sewer Water Extension Contract to M.L. Albright & Sons in the amount of \$1,208,190.40, and authorized staff approval of construction change orders in an amount not to exceed 10% of the contract amount. During construction, three total change orders were requested by the contractor and staff. The first two change orders were within the 10% range authorized by the City Council when the contract award was approved. However, the third change order would exceed that authority limit and is being presented to the Council for approval. After the execution of all of the change orders, the project expenditure amount would increase from \$1,208,190.40 to \$1,724,593.00, or a 42% increase due to unforeseen construction conditions encountered in the project. This item was reviewed by the Administrative Committee on October 23, 2023, and recommended for approval.

PROPOSED ACTIONS: Approve change order #3 with M.L. Albrights & Sons, Inc. in amount of \$402,696.10; or take other action deemed appropriate.

Buvel introduced the item as written above and provided details on the change orders. A layer of fine sand and water was on top of the bedrock. As excavation occurred, the water and sand layer would fall into the trench and undermined the above soil causing cave-ins.

Davis asked about drilling bore samples prior to bidding and using them on projects in the future. Belknap responded to the question and added this is an unusual project as most utilities are 8 feet below and not 20 feet but feel this is a fair resolution to the project.

Lewis moved and Laflin seconded to approve change order #3 with M.L. Albrights & Sons, Inc. in amount of \$402,696.10. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. ARPA Allocation Amendment Resolution (ACTION ITEM) - Bill Belknap

President Biden signed the \$1.9 trillion American Rescue Plan Act (HR 1319) (hereinafter "ARPA") into law on March 11, 2021. The measure provides fiscal assistance to state and local governments in need of relief due to the COVID-19 pandemic. The City of Moscow, as a non-entitlement unit of

government (population less than 50,000) was allocated a total of \$5,528,399. The City Council passed Resolution 2021-25, directing the use of the City's ARPA funds for business and non-profit assistance grants, assistance with affordable housing, and stormwater and water infrastructure improvements. On April 1, 2022, the United States Department of the Treasury issued the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds which provided the ability for fund recipients to elect a "standard allowance" of up to \$10 million to spend on governmental services through the period of performance. The City has determined that the Water Capital Fund has the ability to fund necessary water system capital improvements and has determined there are other governmental services in greater financial need, including the construction of additional City shop facilities necessary to meet the demand for increased essential public services. Staff has prepared a Resolution amending the prior ARPA fund allocations to reallocate approximately \$3.7 Million to the General Fund to fund general governmental services through the performance period. This item was reviewed and recommended for approval by the Administrative Committee at their October 23rd meeting.

PROPOSED ACTIONS: Approve the proposed Resolution providing for a reallocation of the City's ARPA funding; or take other action deemed appropriate.

Belknap introduced the item as written above. The existing City shop was constructed in 1968 and is in poor condition and the building's systems are at or beyond their useful life expectancy. As the City's maintenance functions and fleet have grown over the past several decades, the building has reached a point of functional obsolescence. The current Shop is approximately 21,500 SF and the 2016 Study recommended 76,868 SF for the existing uses. The building does not have adequate restrooms, or safe working spaces, and does not provide a professional work environment. The Shop facility is key to the delivery of all of the City's essential services. During the 2017 and 2019 flooding events, floodwaters entered and flowed through the building. Belknap provided a building design concept from 2016 which would phase improvements over time. In 2021, staff determined what would be needed for a new fleet facility and illustrations were provided. The main entrance would move to Polk Street so traffic would be removed from the residential area on Van Buren Street.

ARPA Funds are required to be obligated by the end of 2024 and expended by the end of 2026. The design services were approved within the FY2024 budget and the City recently issued an RFQ for design services. The project cost is estimated at \$5 Million and anticipated that the project can be designed, bid, and contracted by the end of 2024. Construction would occur in 2025 with closeout prior to the end of 2026.

Lewis confirmed this would be the final monies from ARPA with the exception of a little in the affordable housing line item. In answer to a question posed by Lewis regarding the direct loss of revenue during the pandemic, Belknap said a cursory review at that time did not identify enough to justify the work it would take to demonstrate the need. Taruscio appreciates the building design is thought out. Laflin remembers the tour of the shop when first on the Council and pictures from the flood and is fully in support of funding this project. Parker appreciates the inhouse vehicle maintenance saving the City money and that it is ARPA one time money. She also mentioned some discussion of this property being affordable housing but thought remediation of fuels would make that not possible. Belknap said the replacement investment would be too great and not fundable. There are six other buildings and the fuel island on the property. A bond for a shop would be difficult and to accumulate monies would take approximately 30 years of savings.

Taruscio moved to approve the proposed Resolution providing for a reallocation of the City's ARPA funding. Laflin seconded Roll Call Vote: Ayes: Five (5). Nays: None. Abstentions: One(Davis). Motion carried.

REPORTS

City Council

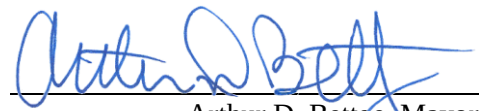
SMART Transit – Lewis said they are talking about cobranding with Joe Vandal to promote use by students.

Mayor

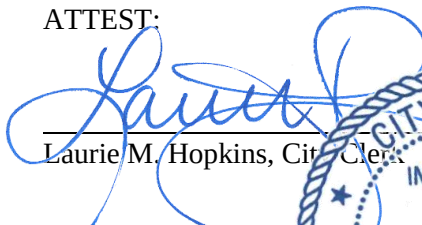
Mayor Bettge said he presented the Orchid Awards; toured the airport terminal where interior walls are being constructed; the airport received funding for the west wing and are adding it to the current construction, which means the completion date is extended.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 8:48 p.m.


Arthur D. Bettge, Mayor

ATTEST:


Laurie M. Hopkins, City Clerk



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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT ZERO EIGHT (2.08) ACRE AREA OF LAND LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 95 AND PINTAIL LANE AND LEGALLY DESCRIBED AS LOT 12 AND LOT 13, BLOCK 3 OF THE QUAIL RUN ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on August 16, 2023; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on September 27, 2023; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on November 6, 2023; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a two point zero eight (2.08) acre area of land located at the northeast corner of Highway 95 and Pintail Lane and legally described as Lot 12 and Lot 13, Block 3 of the Quail Run Addition to the City of Moscow.
3. The subject property is currently undeveloped and comprised of two previously platted lots within the Quail Run subdivision which was approved in 1995. The subject property has property frontage on Pintail Lane and Highway 95, but is accessed via a shared driveway from Pintail Lane. North, east, and south of the subject property is developed with a combination of single family and two-family dwellings. Fire Station 3 is located on the south side of Pintail Lane, to the south of the subject property. Across Highway 95 to the west is a single-family dwelling and junk yard and towing business.
4. The subject property contains areas of extreme sloping topography with slopes up to 45% as the property gains elevation to the northeast. There are no drainage ways or natural features that have been identified upon the subject property.
5. 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.”

6. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the property across Highway 95 to the west which is designated as Auto-Urban Commercial.
7. The subject property is currently designated as the Medium Density Residential (R-3) Zoning District. A large portion of the properties on Pintail Lane are also located within the R-3 Zone until they transition to the Moderate Density Residential (R-2) Zone to the east. Properties on the west side of Highway 95 are designated as Motor Business (MB) and Agriculture Forestry (AF).
8. 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.
9. 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.
10. The applicant is proposing to subdivide the 2.08-acre property to create seven (7) lots ranging from 4,868 square feet to 1.27 acres in size, referred to as the Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition. The proposal includes six (6) twinhome lots and one (1) single family lot.
11. Within the R-3 Zone, single family lots are required to have a minimum lot area of 6,000 square feet in size and a minimum lot width of 60 feet. Twinhome lots are required to have a 3,250 square foot minimum lot size and a 30-foot minimum lot width.
12. Water services are currently extended to the subject property from Pintail Lane. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
13. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 655,357 thousand gallons of water per year (20 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 655,357 thousand gallons/year).
14. Sanitary sewer is currently located within Pintail Lane and the proposed lots will connect to the existing sewer main. Engineering has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.
15. The storm sewer for the subdivision is proposed to be detained on-site and then conveyed to the existing storm sewer main within Pintail Lane. The stormwater system of the proposed

development will need to meet Moscow's Stormwater Runoff Control Standards which require the stormwater to be detained to the pre-development rate.

16. The subject property is located adjacent to Pintail Lane which is designated as a local neighborhood street and Highway 95 which is designated as a national highway. Current and proposed access to the proposed lots is via an existing shared driveway on an adjacent lot to the east which contains an access easement. The proposed lots are proposing to continue to utilize the shared driveway, and an access easement is proposed across all of the lots for the continuation of the shared access drive
17. Pintail Lane adjacent to the subject property is constructed to a local residential street standard which includes a 34-foot-wide roadway with two travel lanes and curbing, gutters, and tree lawns on both sides of the street, and a sidewalk on the west side of the street.
18. Highway 95 is constructed to a 30-foot-wide paved roadway with two 12-foot-wide northbound and southbound travel lanes. A designated right-hand turn lane northbound onto Pintail Lane currently exists, as well as gravel shoulders on both sides of the highway
19. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on August 10, 2023 to discuss the proposed preliminary plat.

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

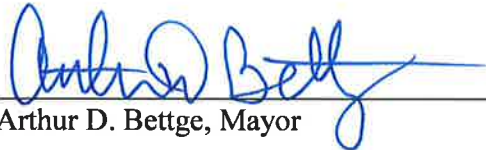
II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the 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 infill development within an existing subdivision. 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 Pintail Lane which is a local neighborhood street and is near the intersection with Highway 95. Water and sewer services currently exist in Pintail Lane. 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 infill development within an existing subdivision and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the two point zero eight (2.08) acre area of land located at the northeast corner of Highway 95 and Pintail Lane and legally described as Lot 12 and Lot 13, Block 3 of the Quail Run Addition with no conditions.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 7th day of November, 2023.



Arthur D. Bettge, Mayor

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 9, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

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

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Wildrose Court Addition Final Plat and Final PUD; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Wildrose Court Addition Final Plat and Final PUD.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

Memo

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

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

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

Preliminary Plat

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

PUD

1. In order to achieve the full 5% density bonus for landscaping, the applicant shall expand the landscape plan to include landscaping on individual lots and the entrance to the subdivision.

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



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

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

APPLICATION FOR FINAL SUBDIVISION PLAT

(Please type or print plainly with blue ink.)



APPLICANT:

Name: RON STREUTHERS & DAVE DAIL (PROVIDENZA, LLC) Phone: (208) 892-4339
(208) 310-0855
 Address: 1008 WARREN LN, MOSCOW, ID 83843 Email: ron@sonriseapartments.com
davedail.realtor@gmail.com

OWNER: (if other than applicant)

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

ENGINEER/SURVEYOR:

Name: SCOTT BECKER (P.E.) Phone: (208) 882-3520
 Address: 405 S. WASHINGTON ST, MOSCOW, ID 83843 Email: scott.becker@moscow.com

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

PROPERTY:

- Proposed Subdivision Name: WILDROSE COURT
- Address(es) or Parcel Number(s): RP35N05W167355A
- Legal Description: Please attach copy of full description.
- Gross Area of all land involved: 2.53 +/- acres, and/or _____ sq. ft.
- Total Net Area of land area, exclusive of proposed or existing public street and/or other public lands:
1.83 +/- acres, and/or _____ square feet.
- Total number of lots: 16 Average lot size: 3.972 ft²

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY:

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

FINAL PLAT CHECKLIST:

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

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

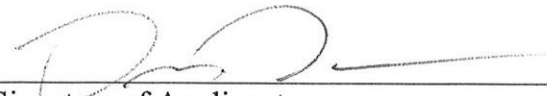
public rights-of-way, easements, and parkland. The owners' signatures upon the certificate shall be notarized upon the plat by an officer duly authorized to take acknowledgements. If the property being mortgaged, the signature of the mortgagee's representative is also required.

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

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

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

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



Signature of Applicant

7/25/24

Date

Signature of Property Owner (if different)

Date



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

QUITCLAIM DEED

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

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

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

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

QUITCLAIM DEED - 1



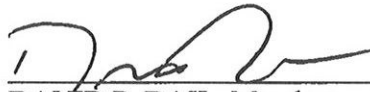
Quarter; Thence along the north line thereof, S89°45'01"E, 85.21 feet to the northwest corner of a parcel of land described in, Warranty Deed, Instrument #515013, Latah County Records; Thence along the west line of said parcel of land, S00°20'53"W, 371.04 feet to the northeast corner of a parcel of land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

TOGETHER WITH ALL tenements, hereditaments and appurtenances thereunto belonging.

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

PROVVIDENZA, LLC

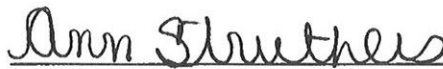
DATED: 8/4/22


DAVID P. DAIL, Member

DATED: 8-4-22


RONALD D. STRUTHERS, Member

DATED: 8-4-22


ANN STRUTHERS, Member

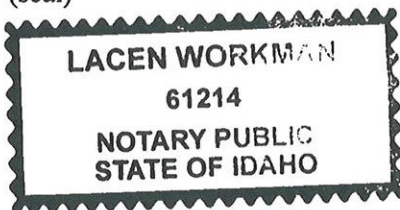
QUITCLAIM DEED - 2

STATE OF Idaho)
 : ss
County of Latah)

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

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

(seal)



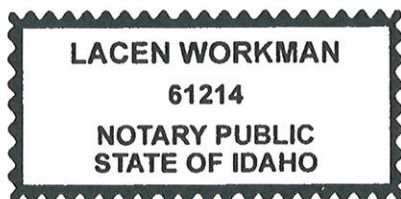
Lacen Workman
Notary Public
Residing at Garfield, WA
My commission expires 03/11/2025

STATE OF Idaho)
 : ss
County of Latah)

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

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

(seal)



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

QUITCLAIM DEED - 3

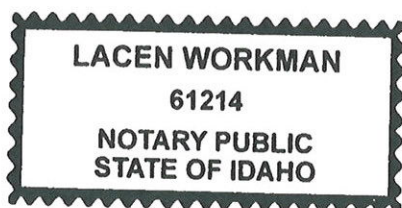


STATE OF Idaho)
)
County of Latah) : ss

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

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

(seal)



Lacen Workman
Notary Public
Residing at Garfield, WA
My commission expires 02/11/2025

QUITCLAIM DEED - 4



Section 16, T39N, R5W, BM

Legal Description

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

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

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

Parcel contains 2.53 acres, more or less.

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

Certificate of Owner

Know all persons by these presents, that Provvidenza LLC, owner of the land and premises described above, has caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as the Wildrose Court PUD to the City of Moscow, Latah County, Idaho The easements as shown on this plat are hereby reserved for public utility and access purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith dedicate to the public, the sanitary sewer and water mains within the private roadway, shown hereon as Wildrose Circle, Tract D for pathway purposes, the right-of-way along Flomer Ln as shown hereon. Said Roadway Area, Tract B, and Open Areas, Tract A and Tract E are to be privately maintained.
In witness thereof, the undersigned has set his hand and seal.

Ron Struthers _____ Date _____
Representative, Provvidenza, LLC

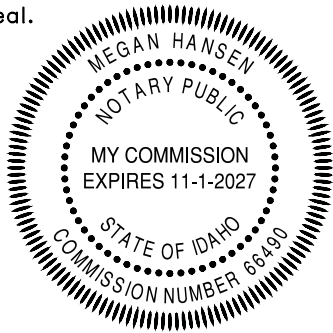
Acknowledgment

STATE OF IDAHO }
COUNTY OF LATAH } S.S.
On this ____ day of _____, 2024, before me, personally appeared, Ron Struthers known or identified to me to be the person whose name is subscribed to the foregoing instrument and that they executed the same.

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

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

Notary Public, _____
Residing in _____
My Commission Expires _____



Approvals

Moscow Planning and Zoning Commission

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this ____ day of _____, 2024.

Chairman, Planning and Zoning Commission

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this ____ day of _____ 2024.
Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk Mayor, City of Moscow

City Engineer, City of Moscow

Examined and approved by the City Engineer this ____ day of _____ 2024.

City Engineer, City of Moscow

Latah County Surveyor

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

Latah County Surveyor

Latah County Treasurer

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

Latah County Treasurer

Public Health - Idaho North Central Health District

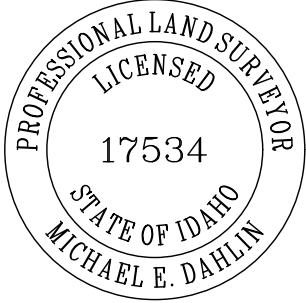
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

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

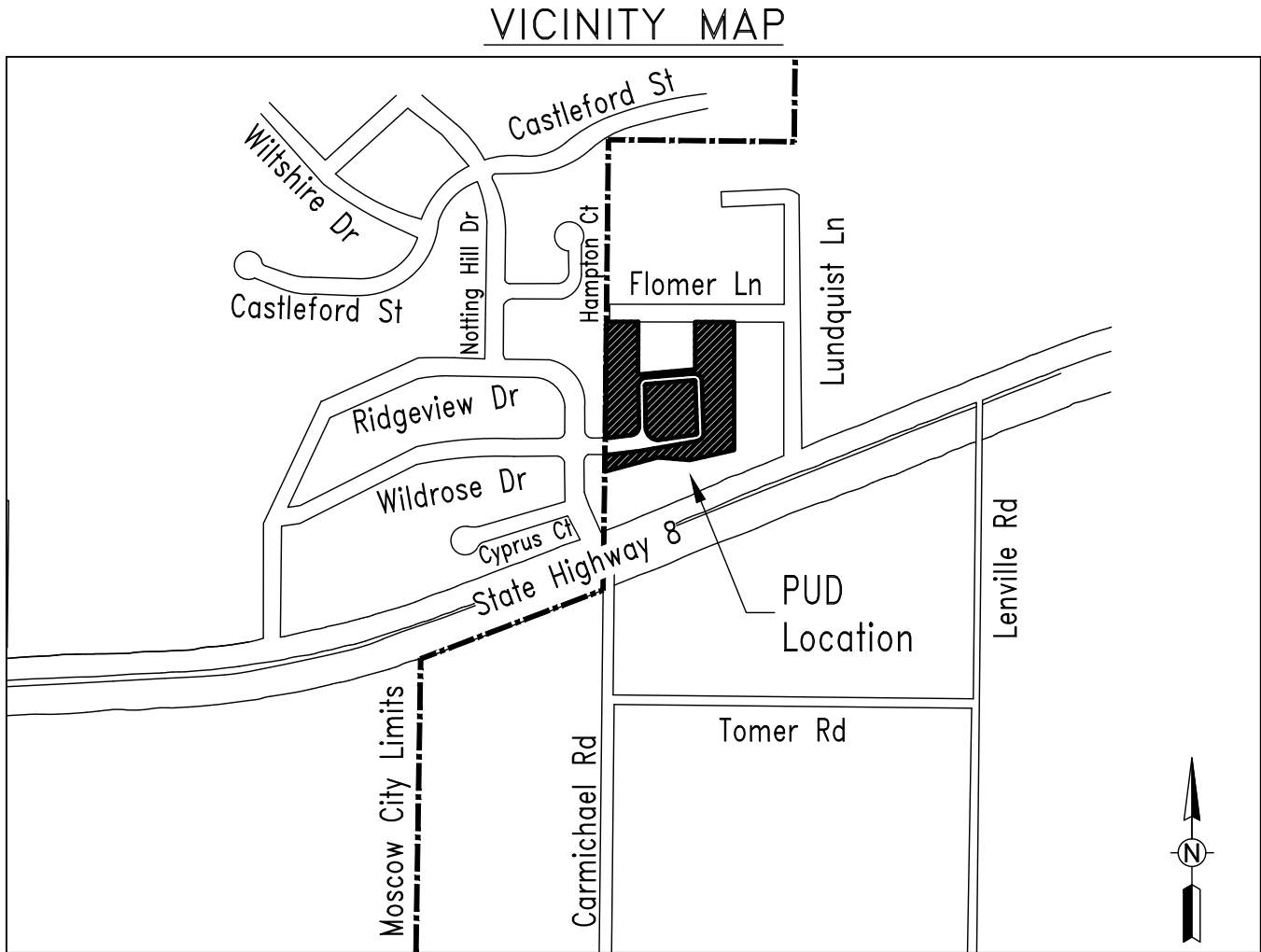
SURVEYOR'S CERTIFICATE

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

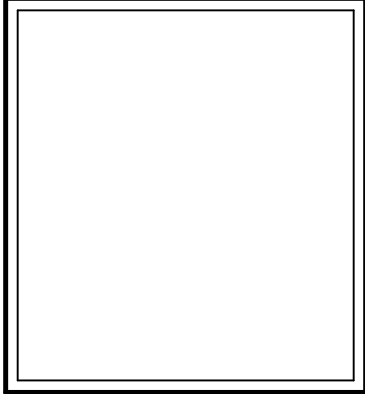
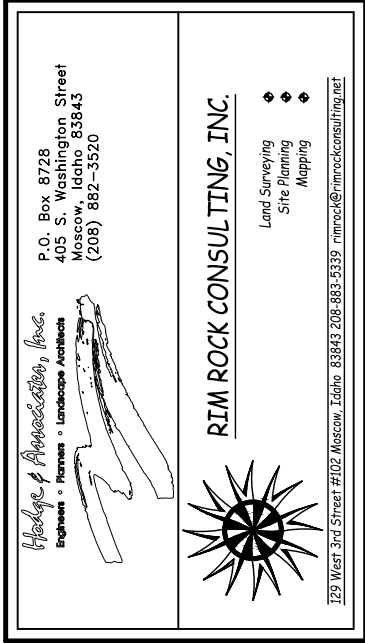
Witness my hand and seal this ____ day of _____, 2024.



Michael E. Dahlin _____ Idaho Professional Land Surveyor



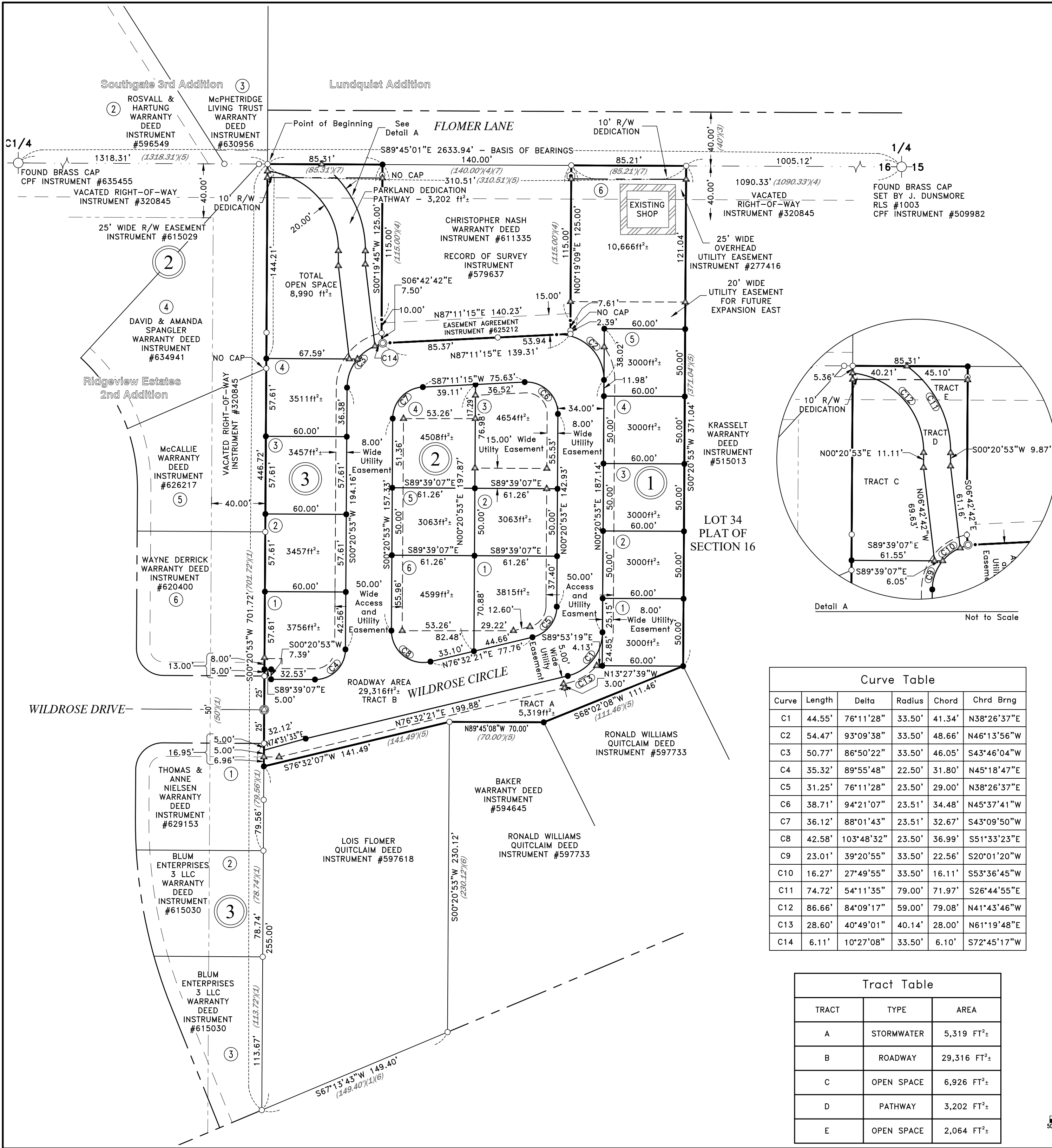
NO. _____ AT THE REQUEST OF: _____
DATE & HOUR: _____ M.
JULIE FRY
LATAH COUNTY RECORDER
FEE \$ _____ BY _____



Subdivision Plat of:
Wildrose Court PUD
Moscow, Idaho

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

1 of 2



Section 16, T39N, R5W, BM

Survey References:

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

Surveyor's Certificate

I, Michael E. Dahlin, PLS #17534, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Providenza, LLC in August 2024.

Basis of Bearings

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

Surveyor Narrative

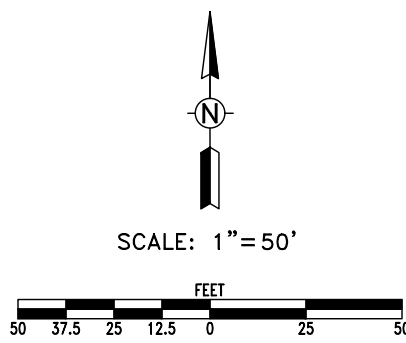
1. The purpose of this survey was to locate, monument and map the boundaries of Providenza, LLC, per Record of Survey, Instrument #624009, and to divide said parcel into sixteen separate lots to be, the Plat of Wildrose Court, as shown hereon.
2. See Record of Survey, Instrument #624009 for boundary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

Legend

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

Curve Table					
Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	44.55'	76°11'28"	33.50'	41.34'	N38°26'37"E
C2	54.47'	93°09'38"	33.50'	48.66'	N46°13'56"W
C3	50.77'	86°50'22"	33.50'	46.05'	S43°46'04"W
C4	35.32'	89°55'48"	22.50'	31.80'	N45°18'47"E
C5	31.25'	76°11'28"	23.50'	29.00'	N38°26'37"E
C6	38.71'	94°21'07"	23.51'	34.48'	N45°37'41"W
C7	36.12'	88°01'43"	23.51'	32.67'	S43°09'50"W
C8	42.58'	103°48'32"	23.50'	36.99'	S51°33'23"E
C9	23.01'	39°20'55"	33.50'	22.56'	S20°01'20"W
C10	16.27'	27°49'55"	33.50'	16.11'	S53°36'45"W
C11	74.72'	54°11'35"	79.00'	71.97'	S26°44'55"E
C12	86.66'	84°09'17"	59.00'	79.08'	N41°43'46"W
C13	28.60'	40°49'01"	40.14'	28.00'	N61°19'48"E
C14	6.11'	10°27'08"	33.50'	6.10'	S72°45'17"W

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



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

Surveyor's Information and Seal

Michael E. Dahlin, PLS #17534
P.O. Box 8728
405 S. Washington Street
Moscow, ID 83843-8728
(208) 882-3526

Lead Surveyor
Site Mapping

RIM ROCK CONSULTING, INC.

Professional Land Surveyor Seal

PROFESSIONAL LAND SURVEYOR
LICENSED
17534
STATE OF IDAHO
MICHAEL E. DAHLIN

Subdivision Plat of:

Wildrose Court PUD
Moscow, Idaho

Drafted by: DC

Checked by: SW/MED

File Name: PUD PLAT

Tab: Layout

Plot Style: Primary.ctb

Project: 4543-05-22

Date: 8/23/24

2 of 2



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

For City Use Only			
Date Received		8/9/24	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$458.00 plus \$28.50/lot	☐
Receipt Number		LUP2024-0028	



APPLICATION FOR FINAL PLANNED UNIT DEVELOPMENT

(Please type or print plainly with blue ink.)

APPLICANT:

Name: BON STRUTHERS & DAVE DAIL

Phone: (208) 892-4339
(208) 310-0855

Address: 1008 WARREN LN, MOSCOW, ID 83843

Email: ron@sonriseapartments.com
davedail.realtor@gmail.com

OWNER: (if other than applicant)

Name: _____ Phone: _____

Address: _____ Email: _____

PROPERTY:

1. Proposed PUD Name: WILDOSE ~~CIRCLE~~ COURT

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

AUTHORIZATION:

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

The layout of the interior lots has changed, along with the overall size of the PUD, going from an original 18 lots, to 16 lots. Easements have increased from 5' wide to 8' wide. The open areas in the NW corner have changed from original, to account for the pathway dedication.

CONDITIONS OF APPROVAL:

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

COMPLIANCE:

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

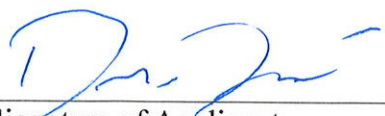
REVOCATIONS:

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

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

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

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



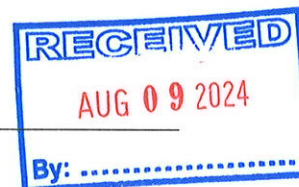
 Signature of Applicant

08/09/24

 Date

 Signature of Property Owner (if different)

 Date



Southeast Moscow Water & Sewer District

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

April 26, 2024

Dave Dail
davedail.realtor@gmail.com

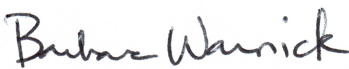
RE: Wildrose Court Development connection to SE Moscow Water & Sewer District system

Mr. Dail,

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

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

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

Best regards, 
Barbara Warnick

President, SE Moscow Water & Sewer District

PURPOSE: THE PURPOSE OF THESE LANDSCAPING REQUIREMENTS IS TO PROMOTE THE GENERAL WELFARE OF THE PUBLIC BY: REDUCING NOISE LEVELS AND GLARE; FILTERING STORMWATER RUNOFF; REDUCING THE URBAN HEAT ISLAND EFFECT; FILTERING VEHICULAR EMISSIONS; STABILIZING SOILS TO HELP WITH EROSION AND FLOOD CONTROL; PROVIDING SHADE TO USERS OF THE PARKING LOTS; PROMOTING SAFETY BY DIRECTING TRAFFIC CIRCULATION; PROMOTING ATTRACTIVE OFF-STREET VEHICULAR PARKING AREAS IN THE CITY AND PROTECTING AND IMPROVING THE APPEARANCE, CHARACTER AND VALUE OF THE SURROUNDING PROPERTIES AND NEIGHBORHOODS. THIS OBJECTIVE IS TO BE ACCOMPLISHED BY PROVIDING EXTERNAL LANDSCAPE BUFFERS BETWEEN PARKING AREAS AND ADJOINING LAND USES AND BY PROVIDING LANDSCAPE ISLANDS IN THE INTERIOR OF PARKING LOTS. NATIVE PLANTINGS AND XERISCAPING ARE ENCOURAGED FOR WATER SAVINGS, REDUCED MAINTENANCE, REDUCTION IN FERTILIZERS AND PESTICIDES, INCREASED POLLINATION, AND A REDUCTION IN YARD WASTE.

REQUIRED EXTERIOR LANDSCAPING:
LANDSCAPING SHALL BE PROVIDED BETWEEN OFF STREET PARKING LOTS AND ABUTTING PUBLIC RIGHTS-OF-WAY AND ADJACENT PROPERTIES. THE BUFFER STRIP IN WHICH THE LANDSCAPING IS PROVIDED SHALL BE A MINIMUM OF THREE FEET (3') IN WIDTH AND SHALL CONTAIN:

- i. ONE (1) TREE OF ONE AND ONE HALF INCH (1.5") CALIPER EVERY FORTY (40) LINEAL FEET.
- ii. ONE (1) SHRUB OF AT LEAST ONE (1) GALLON IN SIZE FOR PERENNIAL AND AT LEAST TWO (2) GALLONS IN SIZE FOR DECIDUOUS OR EVERGREEN, EVERY SIX FEET (6'). SUCH SHRUBS, UPON MATURITY, SHALL PROVIDE VISUAL RELIEF OF A MINIMUM OF THREE FEET (3') IN HEIGHT AND FIFTY PERCENT (.50%) SHALL BE EVERGREEN.
- iii. CONSIDERATION SHALL BE GIVEN TO THE SELECTION OF TREES AND SHRUBS THAT AT MATURITY DO NOT PRESENT VEHICULAR SIGHT OBSTRUCTIONS AT DRIVEWAY/STREET INTERSECTIONS.

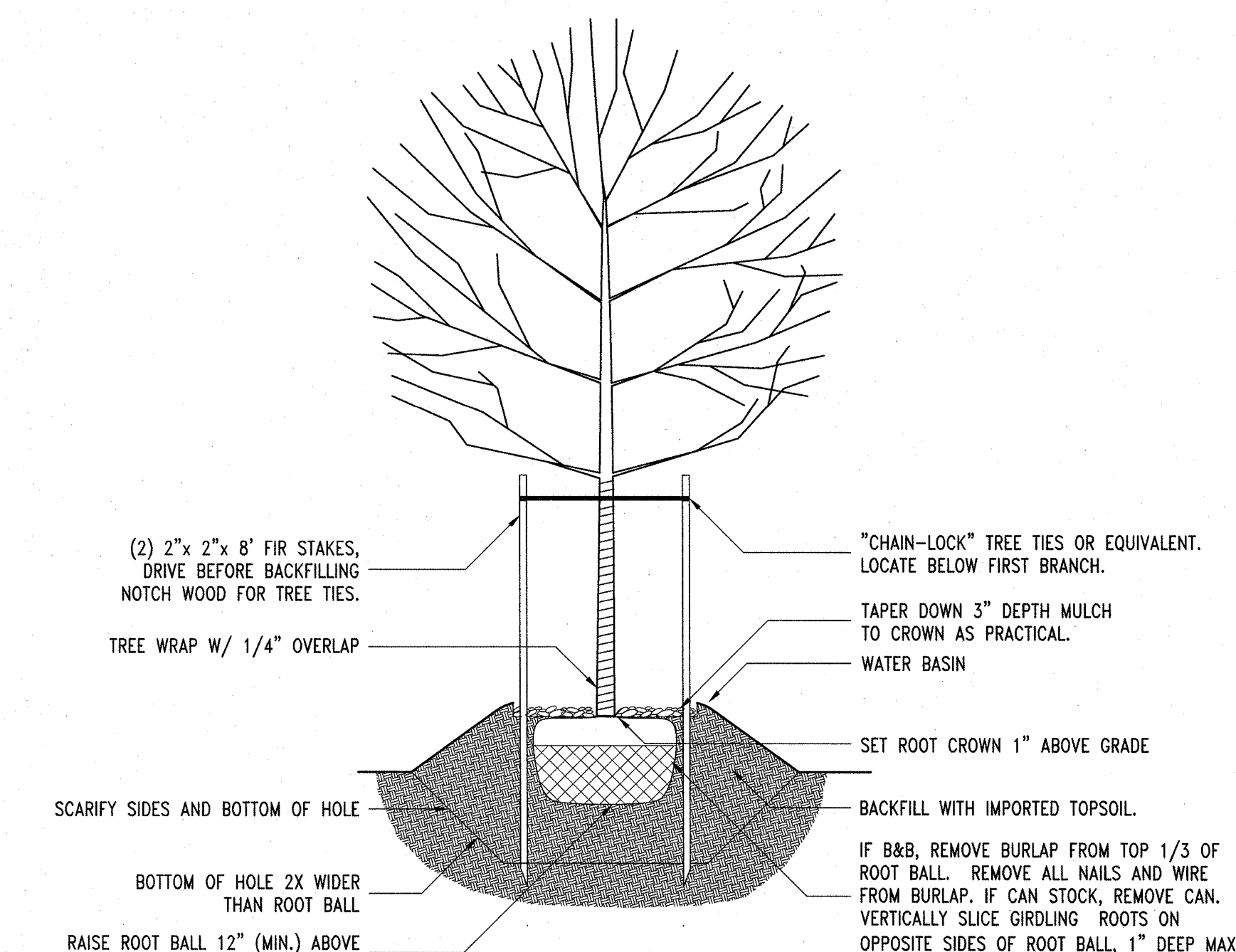
RIGHT-OF-WAY GREEN STRIP PLANTING(S):
ALL TREE PLANTINGS WITHIN THE RIGHT-OF-WAY HAVE BEEN SELECTED AS MEDIUM SIZE CALIPER, GREENCOLUMBIA MAPLE TO ADHERE WITH PROPER GREEN STRIP WIDTH, AND LOCATED TO PROPERLY OFFSET ANY EXISTING AND PROPOSED SIDEWALK/CURB/UTILITY FACILITIES.
--REFER TO "THE CITY OF MOSCOW AGRICULTURAL SPECIFICATIONS AND STANDARDS GUIDE", TREE LOCATIONS AND SIZE SELECTION HAVE BEEN DONE IN ACCORDANCE WITH SAID SPECIFICATIONS AND STANDARDS.
--REFER TO "THE CITY OF MOSCOW STREET TREE SELECTION GUIDE" FOR FURTHER INFORMATION ON THE TREE SPECIES.

LANDSCAPE BUFFER:
 -ONE (1) TREE OF ONE AND ONE-HALF INCH (1.5") CALIPER EVERY FORTY (40) LINEAL FEET
 -ONE (1) SHRUB OF AT LEAST ONE (1) GALLON IN SIZE FOR PERENNIAL AND AT LEAST TWO (2) GALLONS IN SIZE FOR DECIDUOUS OR EVERGREEN, EVERY SIX FEET (6'). SUCH SHRUBS, UPON MATURITY, SHALL PROVIDE VISUAL RELIEF OF A MINIMUM OF THREE FEET (3') IN HEIGHT AND FIFTY PERCENT (50%) SHALL BE EVERGREEN

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

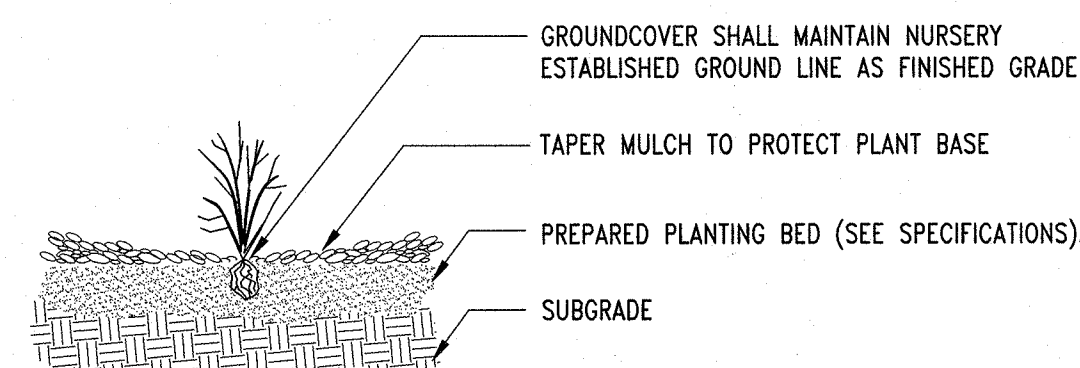
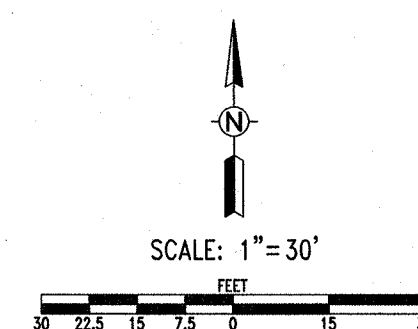
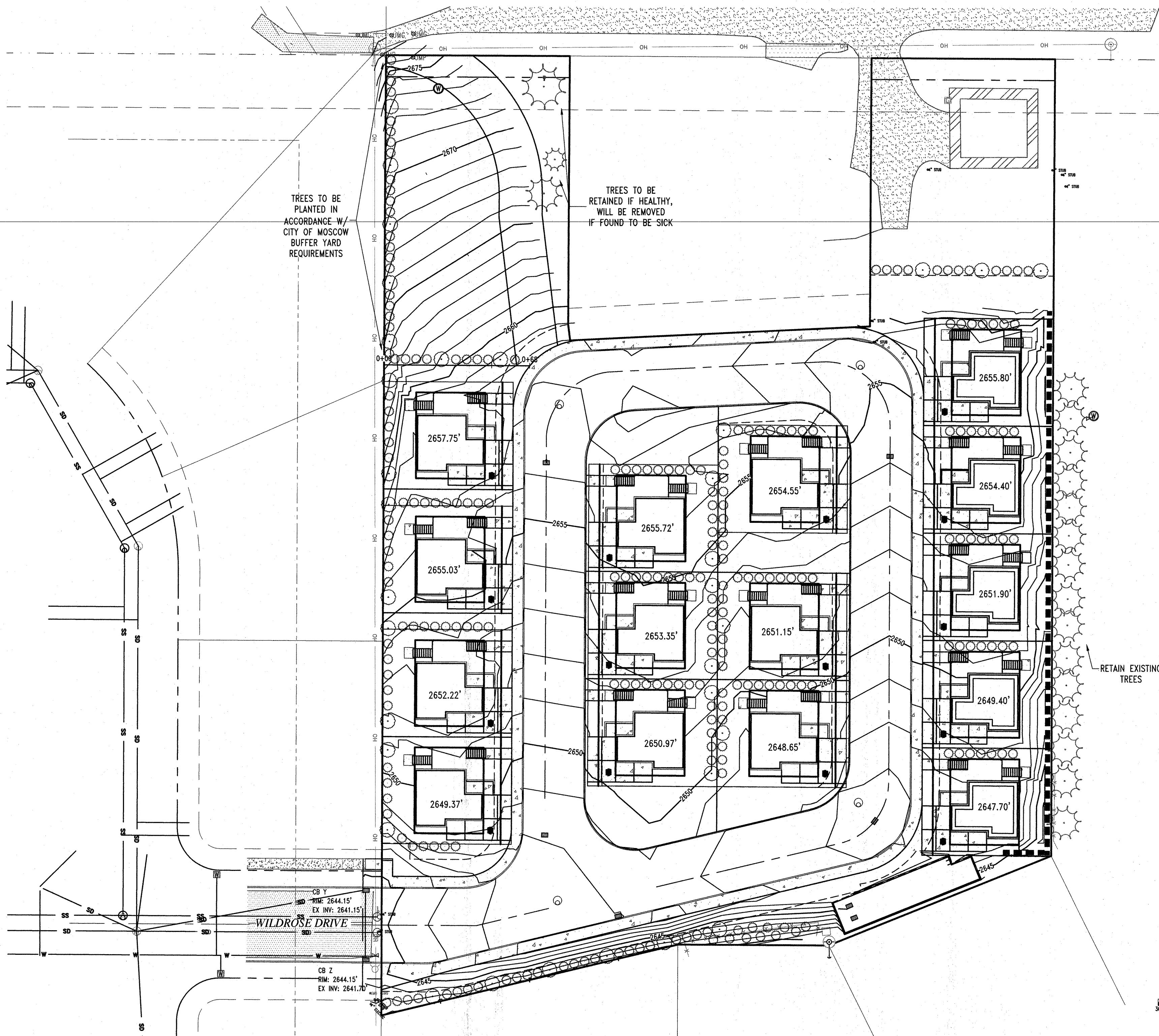
- NARROW AREA TREE SELECTION: TRIDENT MAPLE, DAVID'S MAPLE, GLOBE NORWAY MAPLE, GOLDEN DESERT ASH, JAPANESE TREE LILAC.
- OPEN AREA TREE SELECTION: SUGAR MAPLE, RIVER BIRCH, COLUMNAR EUROPEAN HORNBEAM, LITTLELEAF LINDEN.
- SHRUBBERY: ANY OPTIONS THAT ARE READILY AVAILABLE LOCALLY, FROM THE LIST OF THE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

 PROPOSED IRRIGATION SLEEVE
 PROPOSED BACKFLOW PREVENTION DEVICE
 PROPOSED EVERGREEN TREE
 PROPOSED SHRUB
 1.5" CALIPER TREE



PLANTING DETAIL

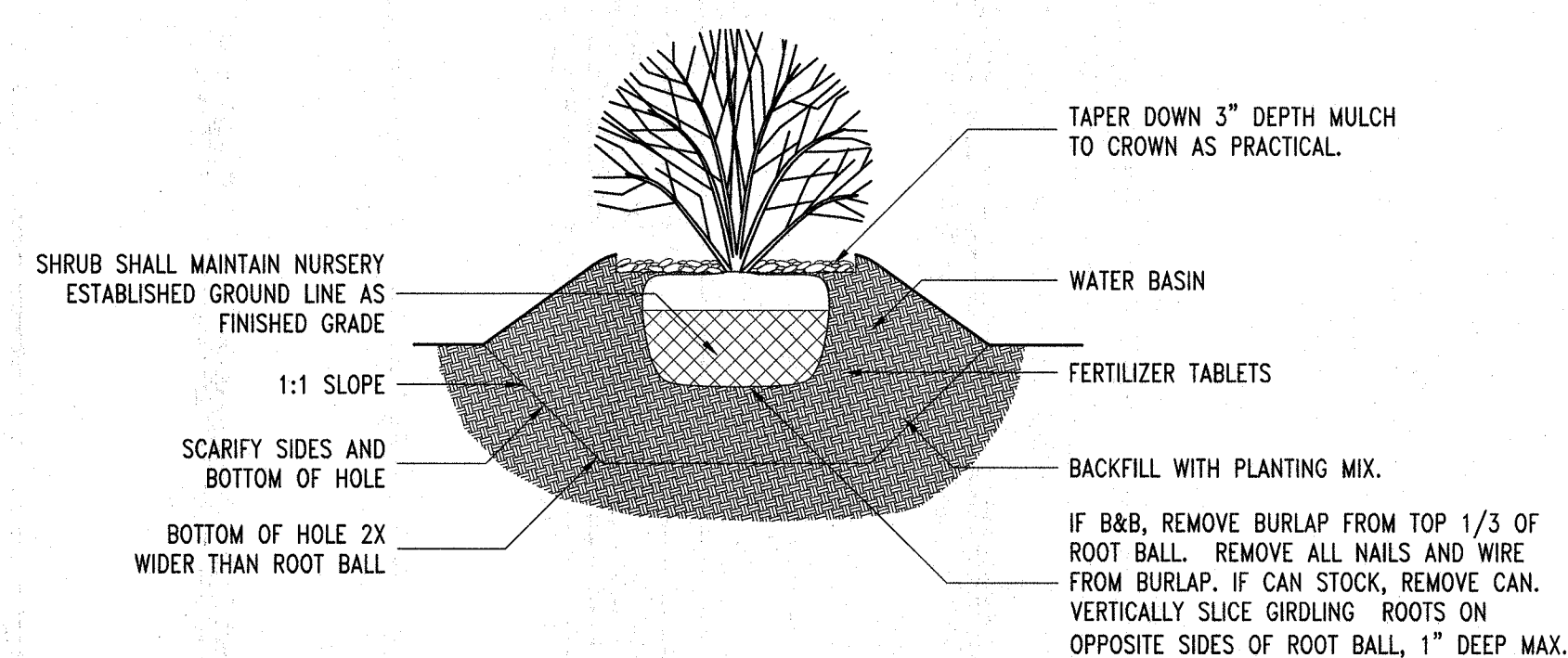
NTS $\frac{1}{11}$



GROUND COVER AND PERENNIAL

PLANTING DETAIL

NTS 1
L1



SHRUB AND VINE
PLANTING DETAIL

NTS 

WILDROSE COURT PUD

CITY OF MOSCOW LATAH COUNTY, IDAHO



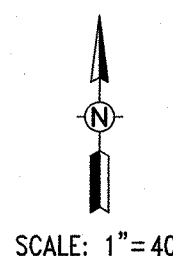
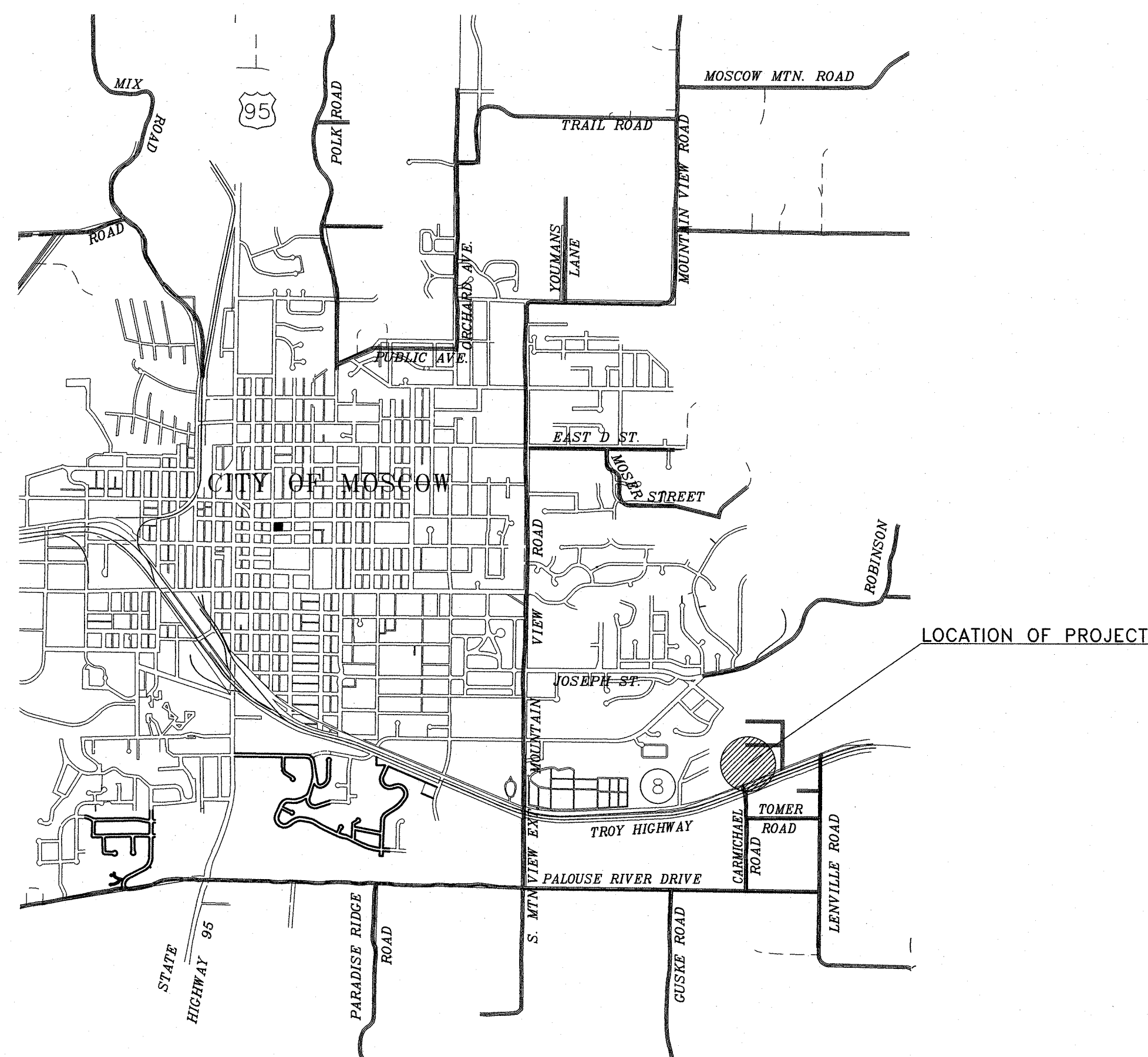
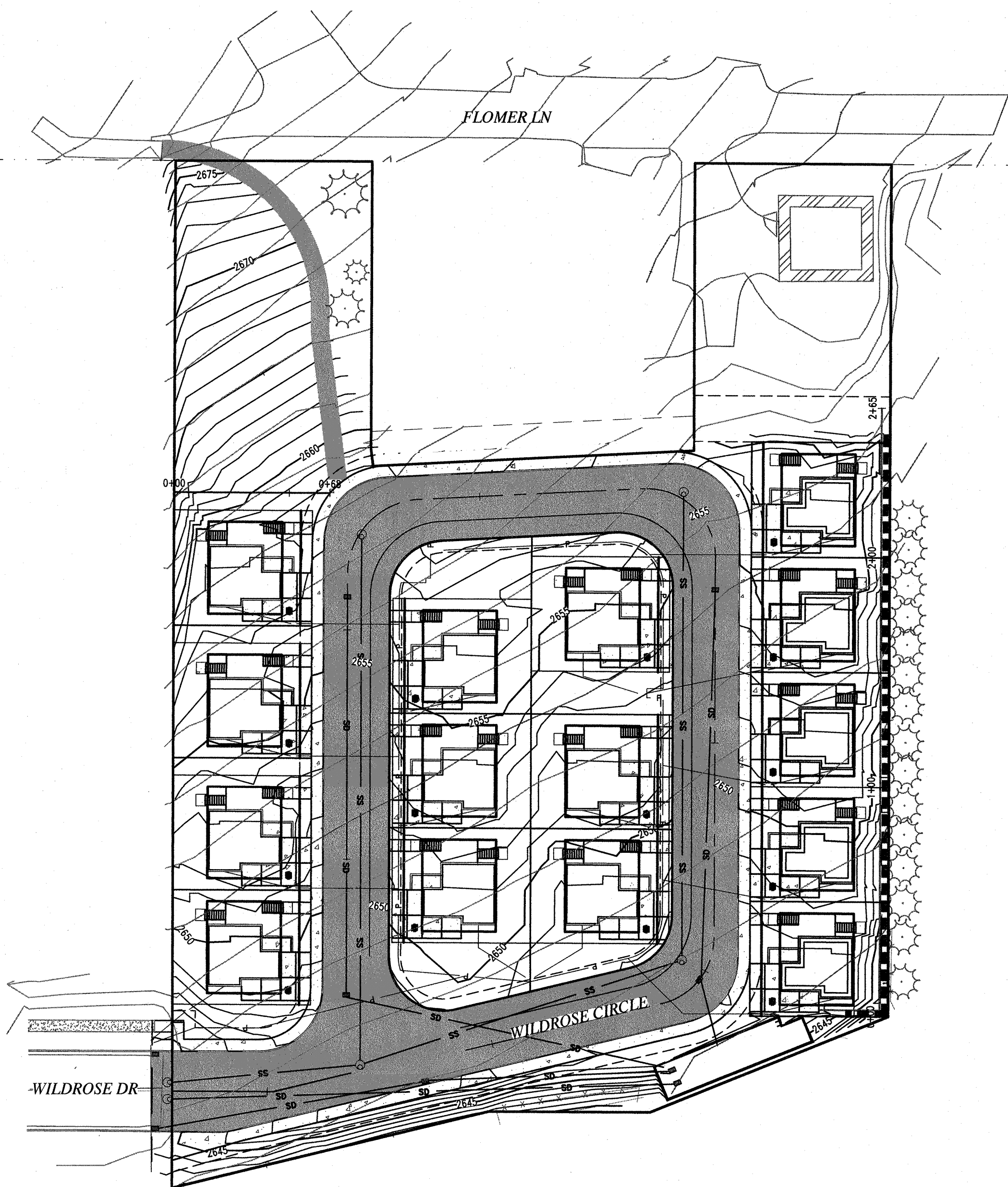
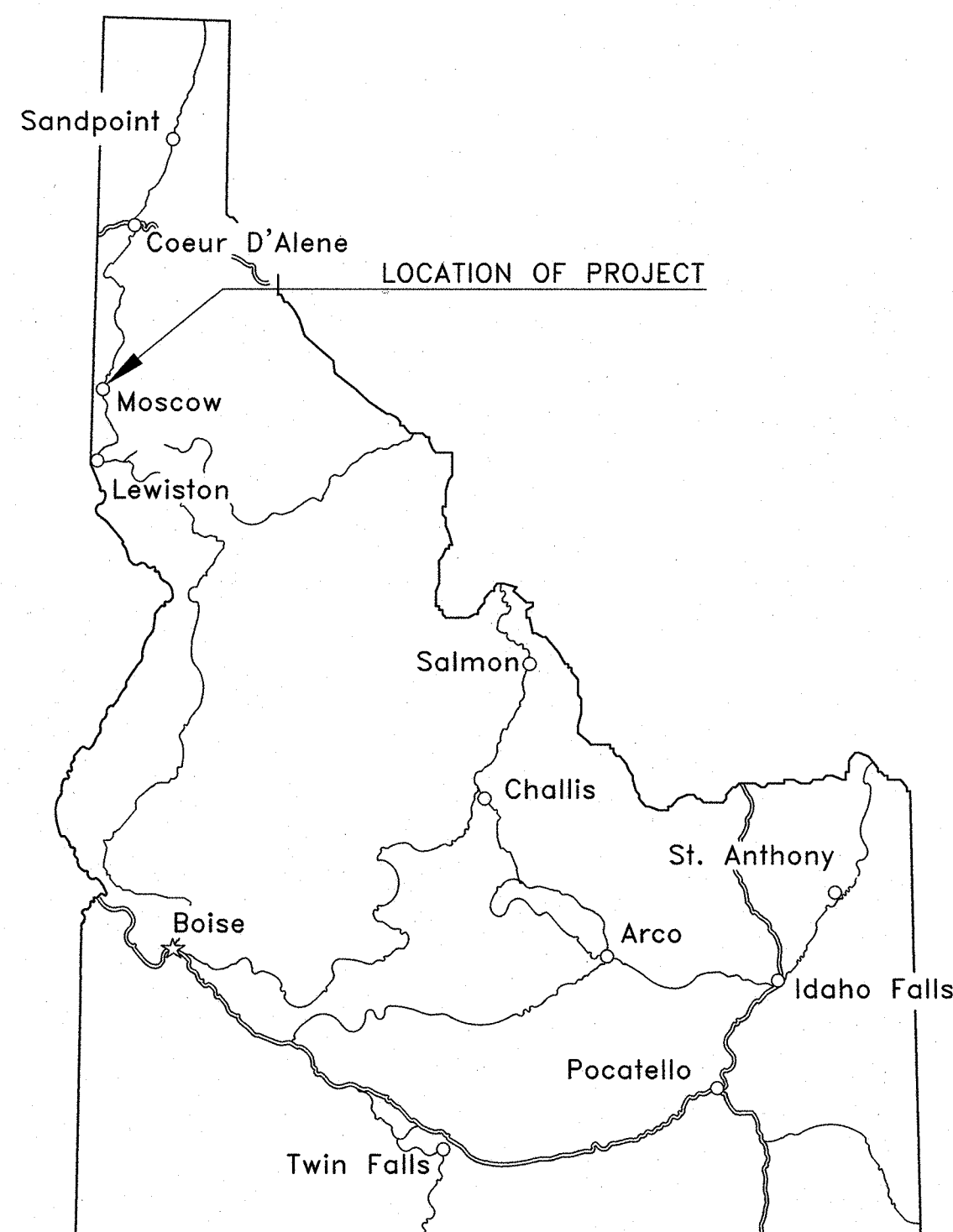
Know what's below.
Call before you dig.

BASIS OF ELEVATION

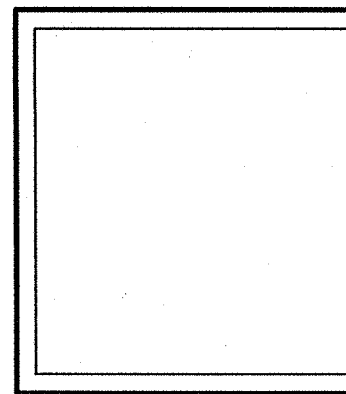
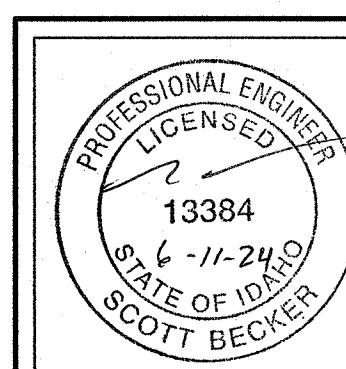
THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD88, ESTABLISHED BY GPS. THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER SERVICE (OPUS).

DRAWING INDEX

Sheet Number	Sheet Title
C1	COVER SHEET
C2	EROSION CONTROL AND GRADING PLAN
C3	UTILITY LAYOUT PLAN
C4	WALL PLAN AND PROFILE
C5	DETAIL
C6	WALL DETAIL



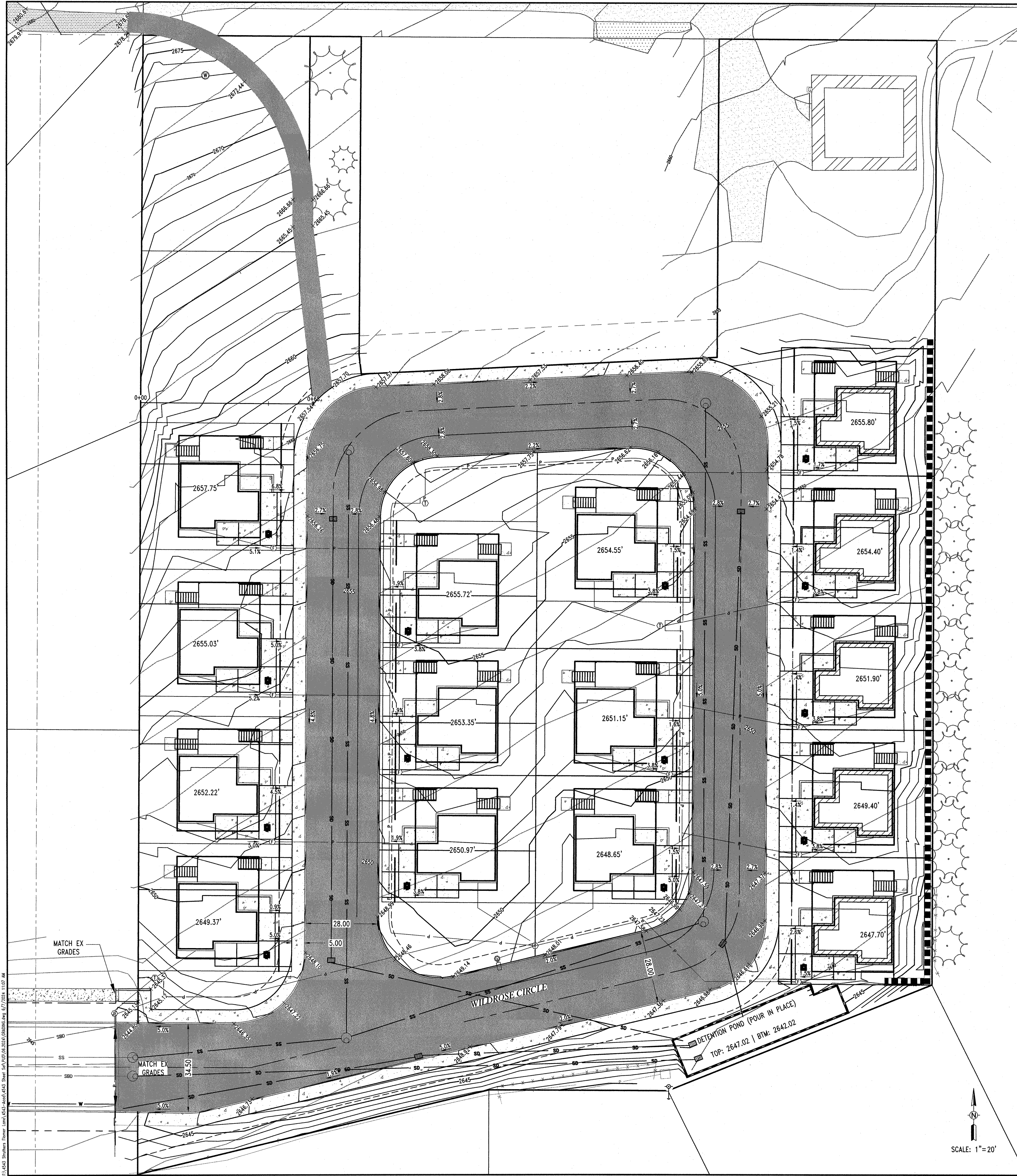
Walden & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow, Idaho 83843
(208) 882-3520



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

Designed by:	SB
Drafted by:	DC
Checked by:	SB
File Name:	COVER.dwg
Tab:	COVER
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	6/6/2024

C1



BASIS OF ELEVATION

THE BASIS OF ELEVATION FOR THIS SURVEY IS NAVD83, ESTABLISHED BY GPS. THE BASE POSITION BEING CORRECTED BY NGS ONLINE POSITIONING USER SERVICE (OPUS).



Know what's below.
Call before you dig.

GRADING NOTES

ESTIMATED GRADING QUANTITIES

- CUT VOLUME = 834 C.Y.
- FILL VOLUME = 13,708 C.Y. (ASSUMES 22% SHRINKAGE DUE TO COMPACTION)
1. THIS PLAN IS ACCURATE FOR GRADING AND THE RELATED EROSION AND SEDIMENT CONTROL PURPOSES ONLY.
2. ALL AREAS TO RECEIVE EMBANKMENT (FILL) SHALL FIRST BE CLEARED AND GRUBBED.
3. ALL TOPSOIL SHALL BE EXCAVATED AND REMOVED FROM EMBANKMENT (FILL) AREAS. EXCAVATED TOPSOIL MATERIAL MAY BE STOCKPILED ON-SITE FOR USE AS LANDSCAPING MATERIAL - PROVIDE SILT FENCE AROUND STOCKPILES.
4. BORROW FOR EMBANKMENT (FILL) SHALL CONSIST OF NATIVE PALOUSE LOESS OR CLAY, OR ANY APPROVED GRAVELLY MATERIAL. ALL BORROW SHALL BE FREE OF ROOTS, BARK, TOPSOIL, ORGANIC OR OTHER DELETERIOUS MATERIALS.
5. COMPACT ALL EMBANKMENT (FILL) TO 95% MINIMUM OF THE PROCTOR VALUE DENSITY DETERMINED BY THE AASHTO T-99 METHOD. THE METHOD FOR CONSTRUCTING EMBANKMENT (FILL) SHALL BE SUCH THAT 95% MINIMUM DENSITIES ARE ACHIEVED THROUGHOUT.
6. WHERE EMBANKMENT (FILL) IS PLACED ON AN EXISTING SLOPE 4:1 OR STEEPER THE EXISTING SLOPE SHALL BE BENCHED HORIZONTAL PRIOR TO PLACING BORROW. THE WIDTH OF THE BENCHES SHALL NOT BE LESS THAN FIVE (5) FEET IN WIDTH.
7. COMPACTION TESTING SHALL BE PROVIDED BY THE OWNER. COMPACTION TEST LOCATIONS SHALL BE RECORDED ON A SITE PLAN SHOWING TEST NUMBER, DATE, AND ELEVATION OF EACH TEST. A REPORT OF THESE TESTS SHALL BE PROVIDED TO THE OWNERS, ENGINEER, CONTRACTOR, AND CITY. THERE SHALL BE A SUFFICIENT NUMBER OF TESTS TO ASSURE THAT 95% MINIMUM COMPACTION HAS BEEN ACHIEVED THROUGHOUT ALL EMBANKMENT (FILL) AREAS.
8. OWNER IS RESPONSIBLE TO SECURE ALL NECESSARY AUTHORIZATION FOR GRADING ACTIVITIES REQUIRED ON ADJACENT PROPERTIES.
9. A CITY OF MOSCOW GRADING PERMIT IS REQUIRED.
10. COMPLIANCE WITH NPDES PHASE II IS REQUIRED.

EROSION CONTROL NOTES

1. EROSION CONTROL MEASURES AS SET FORTH IN THIS PLAN SHALL APPLY TO ALL CONSTRUCTION ACTIVITY RELATIVE TO THIS SITE, INCLUDING BUT NOT LIMITED TO, ALL EARTHWORK AND INSTALLATION OF PUBLIC IMPROVEMENTS.
2. SHOULD THE CITY ENGINEER DETERMINE THAT THE EROSION CONTROL MEASURES INSTALLED AS INDICATED ON THIS EROSION CONTROL PLAN ARE INADEQUATE AND/OR INEFFECTIVE, THE CITY ENGINEER SHALL DIRECT THE IMPLEMENTATION OF ADDITIONAL EROSION CONTROL MEASURES (AT THE EXPENSE OF THE DEVELOPER) TO ALLEVIATE INADEQUACIES.
3. THE OWNER AND/OR DEVELOPER OF THE PROPERTY IS ULTIMATELY RESPONSIBLE FOR THE FURNISHING, INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES NECESSARY FOR FULL COMPLIANCE WITH MOSCOW CITY CODE.

OWNERS AND OPERATORS OF CONSTRUCTION PROJECTS THAT: 1) DISTURB ONE OR MORE ACRES (OR ARE PART OF A COMMON PLAN OF DEVELOPMENT THAT DISTURBS ONE OR MORE ACRES) AND 2) DISCHARGE STORM WATER, MUST OBTAIN COVERAGE UNDER THE STORM WATER CONSTRUCTION GENERAL PERMIT FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

SURFACE & WASTEWATER DEPARTMENT DIVISION
IDDES PROGRAM
1410 N. HILTON
BOISE, IDAHO 83706

PRIOR TO CONSTRUCTION ACTIVITIES:

1. INFORM CITY, AND OTHER INSPECTORS, OF WORK SCHEDULED FOR WEEKENDS OR HOLIDAY.
2. CONSTRUCT GRAVEL PADS AT ENTRANCES TO SITE, AS INDICATED ON PLAN.
3. PLACE SILT FENCING AND CHECK DAMS AS INDICATED ON PLAN PRIOR TO ANY EXCAVATION OR EMBANKMENT WORK. IN GENERAL, CHECK DAMS SHALL BE PLACED AT MINIMUM 100 FOOT SPACING IN ALL SWALES AND DITCHES AND AT MINIMUM 50 FOOT SPACING ALONG SILT FENCE. ON SLOPES GREATER THAN 10% CHECK DAMS SHALL BE MADE OF ROCK, STRAW BALES, OR SILT FENCE, PER MOSCOW CITY STANDARDS.
4. GRADE ACCESS ROAD(S) TO ROADWAY CROSS-SLOPE TO PROVIDE DRAINAGE TO ROADSIDE DITCHES.
5. PLACE SILT FENCING AND STRAW BALES TO PROTECT EXISTING STORM WATER DRAINAGE FACILITIES THAT WILL BE IMPACTED BY THIS WORK. PROTECT EXISTING FACILITIES ON ADJACENT PROPERTY, AS NECESSARY. EXISTING CATCH BASINS SHALL BE PROTECTED PER DETAIL 3, THIS PAGE. MAINTAIN UNIMPEDED FLOW INTO CATCH BASINS THROUGHOUT CONSTRUCTION.
6. CONSTRUCT TEMPORARY SEDIMENT POND(S) IN THE LOCATION(S) AS SHOWN ON THE PLAN, INCLUDING DIRECTIVE DITCHES ALSO AS SHOWN THEREON AND/OR OTHERWISE REQUIRED.

DURING CONSTRUCTION ACTIVITIES AND WINTER SHUTDOWN, AS NECESSARY:

1. SUSPEND ALL EXCAVATION AND EMBANKMENT WORK DURING RAIN STORMS TO MINIMIZE EROSION AND SEDIMENT IMPACTS. MONITOR SITE CONDITIONS DURING AND FOLLOWING RAIN EVENTS FOR EROSION AND SEDIMENT CONTROL PROBLEMS - INSTALL CORRECTIVE MEASURES AND INITIATE CLEANUP MEASURES AS REQUIRED.
2. SPRAY WATER ON DISTURBED AREAS TO CONTROL DUST EROSION DURING DRY SEASON.
3. CONSTRUCT STORM WATER FACILITIES AS EARLY AS POSSIBLE DURING CONSTRUCTION. PROTECT NEW STORM WATER FACILITIES SIMILAR TO EXISTING (SEE NOTE 5 OF "PRIOR TO CONSTRUCTION ACTIVITIES").
4. SEED AND MULCH ALL DISTURBED AREAS.
5. ALL GRADED AREAS, FINISHED OR UNFINISHED, SHALL HAVE ACCEPTABLE EROSION CONTROL MEASURES APPLIED PRIOR TO OCTOBER 1 - NO EXCEPTIONS WITHOUT PRIOR WRITTEN CITY APPROVAL. ACCEPTABLE EROSION CONTROL MEASURES SHALL BE CONSIDERED ONE OF THE FOLLOWING:
- a. HYDRAULICALLY APPLIED MIXTURE OF MULCH AND TACKIFIER - OF A TYPE AND APPLICATION RATE RECOMMENDED FOR MOSCOW AREA OPEN SOIL EROSION PROTECTION - SEED TO BE INCLUDED IF AREA IS FINISH GRADED.
 - b. AREAS SLOPING LESS THAN 4:1 TILLED WITH A FARM IMPLEMENT SUCH AS A DISC, PLOW OR SPRING TOOTH THAT RESULTS IN COARSE SURFACE TEXTURE.
 - c. STRAW SPREAD AND TRACKED INTO THE SURFACE. TRACK PERPENDICULAR TO THE DIRECTION OF FLOW.
 - d. EROSION CONTROL BLANKETS - INCLUDING AN APPROVED GRASS SEED/FERTILIZER MIX IF AREA IS FINISH GRADED.
 - e. OTHER METHODS AS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
6. ALL SLOPES 4:1 OR STEEPER SHALL BE CAT-TRACKED PERPENDICULAR TO THE DIRECTION OF FLOW PRIOR TO OCTOBER 1. IN ADDITION TO ONE OF THE ACCEPTABLE EROSION CONTROL MEASURES SET FORTH IN NO. 5 ABOVE.
7. SEED MIXTURES SHALL INCLUDE FERTILIZERS OF THE TYPE AND RATE OF APPLICATION AS RECOMMENDED BY GENERALLY ACCEPTED AREA PRACTICES.
8. PRIOR TO OCTOBER 1 CONTINUOUS EROSION CONTROL BLANKETS PLUS STRAW BALES AND/OR ROCK CHECK DAMS SHALL BE INSTALLED IN ALL AREAS HAVING A POTENTIAL FOR CONCENTRATED WATER FLOW (I.E. SWALES AND DRAINAGE CHANNELS).
9. SEDIMENT PONDS INCLUDING CUTOFF / DIRECTIVE DITCHING, AS REQUIRED AND AS SHOWN ON THE PLANS SHALL BE IN PLACE AND OPERATIONAL PRIOR TO OCTOBER 1.
- UPON COMPLETION OF CONSTRUCTION ACTIVITIES:
1. SILT FENCING SHALL REMAIN AFTER THE COMPLETION OF CONSTRUCTION UNTIL SUFFICIENT VEGETATION IS ESTABLISHED TO PREVENT EROSION AND MOBILIZATION OF SEDIMENT, AND UNTIL APPROVAL FOR REMOVAL IS OBTAINED FROM THE CITY ENGINEER.
2. PERIODIC MAINTENANCE OF EROSION CONTROL MEASURES IS REQUIRED UNTIL PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL AND SUFFICIENT VEGETATION IS ESTABLISHED. SUCH MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO: CLEANING OF CATCH BASINS AND STORM SEWER MANHOLES; MAINTAINING SILT FENCING AND STRAW BALE STRUCTURE; REMOVAL OF ACCUMULATED SOIL; AND STREET CLEANING. A TYPICAL SCHEDULE FOR SUCH MAINTENANCE WOULD BE AT LEAST ONCE PER MONTH AND AFTER ALL SIGNIFICANT STORM EVENTS.
- UPON ESTABLISHMENT OF SUFFICIENT VEGETATION AND PERMANENT DRAINAGE FACILITIES OPERATION:
1. REMOVE ALL EROSION CONTROL MEASURES UPON RECEIPT OF APPROVAL FOR SUCH REMOVAL FROM CITY ENGINEER. CLEAR STREETS AND SIDEWALKS OF ACCUMULATED SILT, MUD, AND DEBRIS.
2. CONTINUED EROSION CONTROL IS THE PROPERTY OWNER'S RESPONSIBILITY AFTER EROSION CONTROL MEASURES ARE REMOVED, AND RECEIPT OF APPROVAL FROM THE CITY ENGINEER.

GRADING LEGEND

- 10%
+2594.90
+2594.06
+2592.56
-0.04
- EXISTING 1' CONTOUR INTERVAL
EXISTING 5' CONTOUR INTERVAL
PROPOSED 1' CONTOUR INTERVAL
PROPOSED 5' CONTOUR INTERVAL
SILT FENCE
PROPOSED EVERGREEN TREE
PROPOSED SHRUB
CURB - SEE DETAIL
PROPOSED CONCRETE PAVING
PROPOSED ASPHALT PAVING
PROPOSED RETAINING WALL
- GRADE ARROW - ARROW POINTS DOWNHILL
SPOT ELEVATION - PROPOSED ASPHALT
SPOT ELEVATION - TOP BACK OF CURB/ASPHALT
EXISTING 1' CONTOUR INTERVAL
EXISTING 5' CONTOUR INTERVAL
PROPOSED 1' CONTOUR INTERVAL
PROPOSED 5' CONTOUR INTERVAL
SILT FENCE
PROPOSED EVERGREEN TREE
PROPOSED SHRUB
CURB - SEE DETAIL
PROPOSED CONCRETE PAVING
PROPOSED ASPHALT PAVING
PROPOSED RETAINING WALL

SCALE: 1"=20'

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

Designed By:	SB
Drafted by:	DC
Checked by:	SB
File Name:	GRADING.dwg
Tab:	OVERALL GRADING
Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	6/7/2024

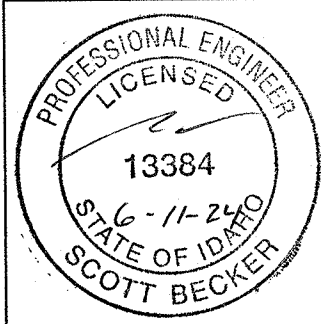
C2



Know what's below.
Call before you dig.

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

P.O. Box 8726
105 S. Capitol Street
Moscow Idaho 83843
(208) 882-3520



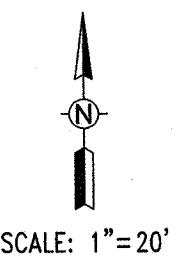
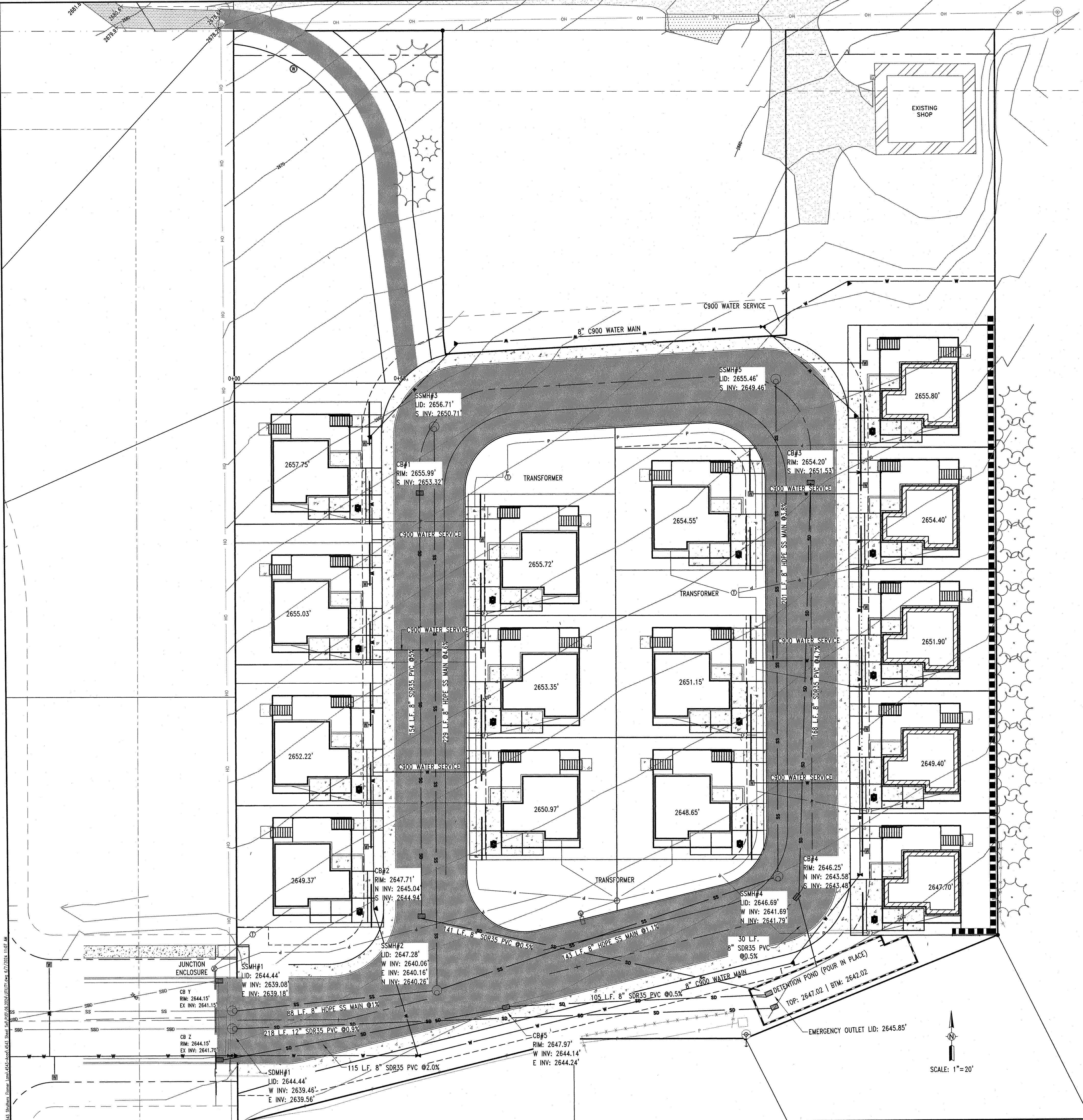
LEGEND

③	LOT NUMBER
○	MANHOLE
⊞	CATCH BASIN
⊞	CLEAN OUT
⊞	LIGHT POLE
⊞	THRUST BLOCK
⊞	WATER VALVE
⊞	WATER METER
⊞	POWER METER
⊞	GAS METER
---	BOUNDARY LINE
---	BUILDING SETBACK
---	WATER LINE
---	SANITARY SEWER LINE
---	STORM DRAIN LINE
---	UNDERGROUND POWER LINE
---	UNDERGROUND TELECOMMUNICATIONS LINE
---	UNDERGROUND GAS LINE

WILDROSE COURT
UTILITY LAYOUT
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 882-4339

Designed By:	SB
Drafted by:	DC
Checked by:	SB
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Layer Style:	STANDARD
Plot Style:	PRIMARY.CTB
Project:	4543-06-22
Date:	6/7/2024

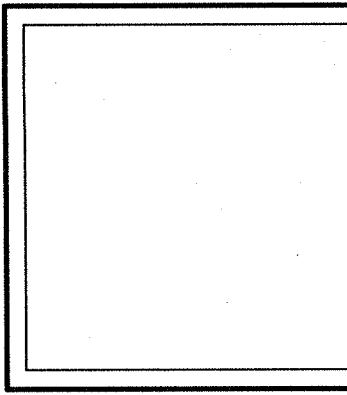
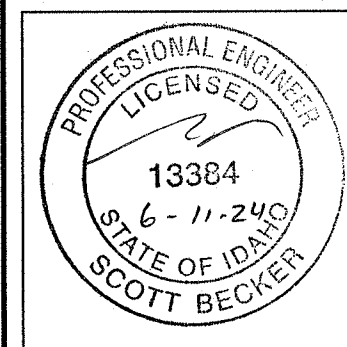
C3





Know what's below.
Call before you dig.

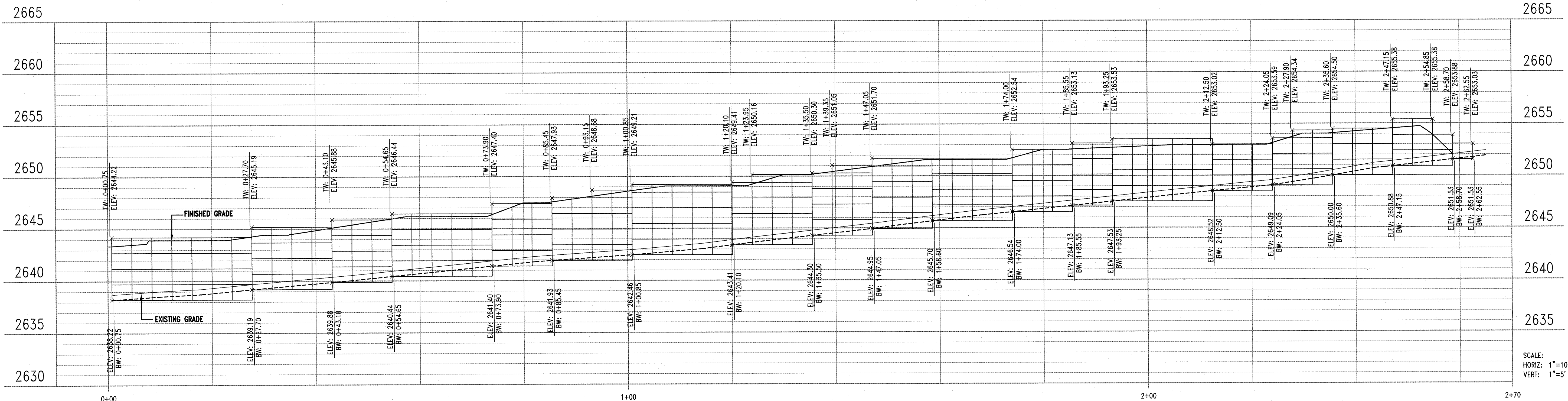
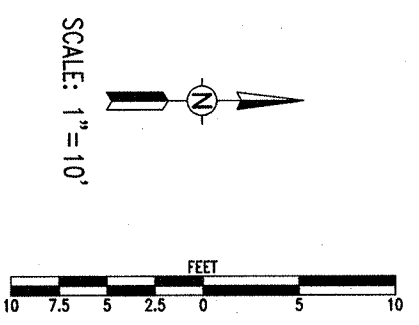
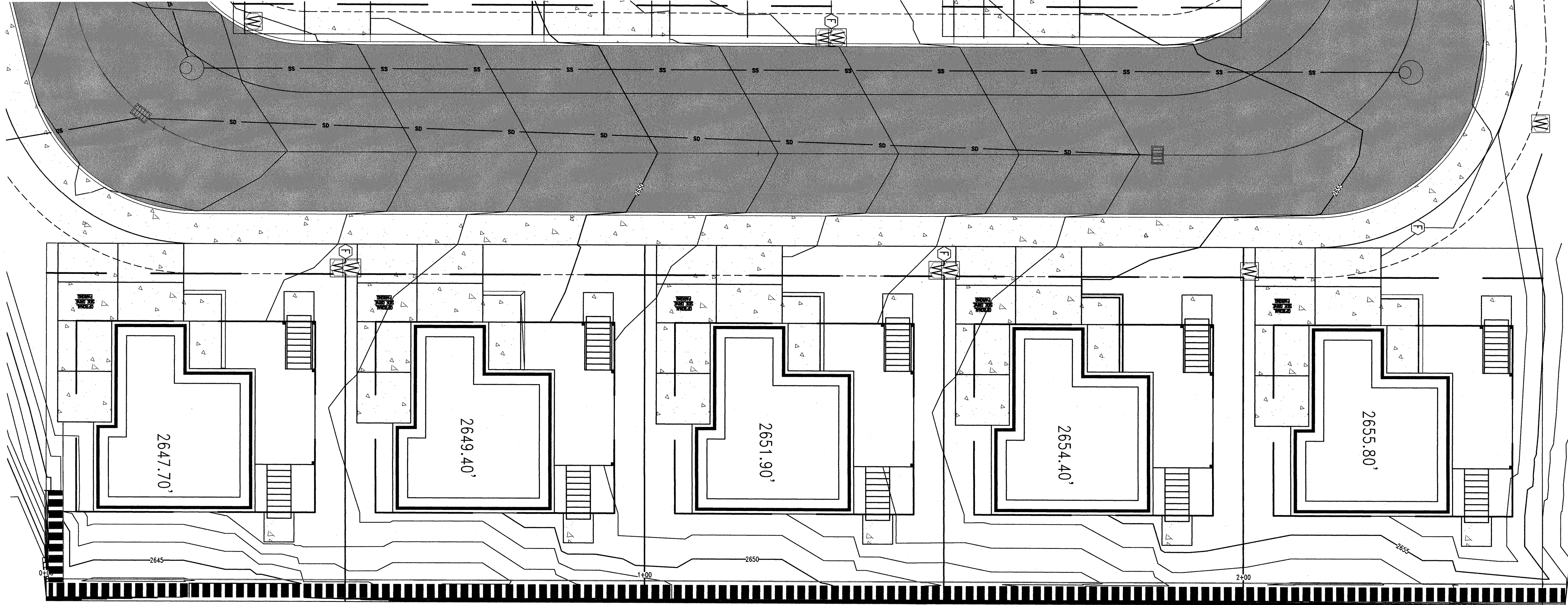
Hodge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520



WILDROSE COURT
WALL PLAN AND PROFILE
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 882-4339

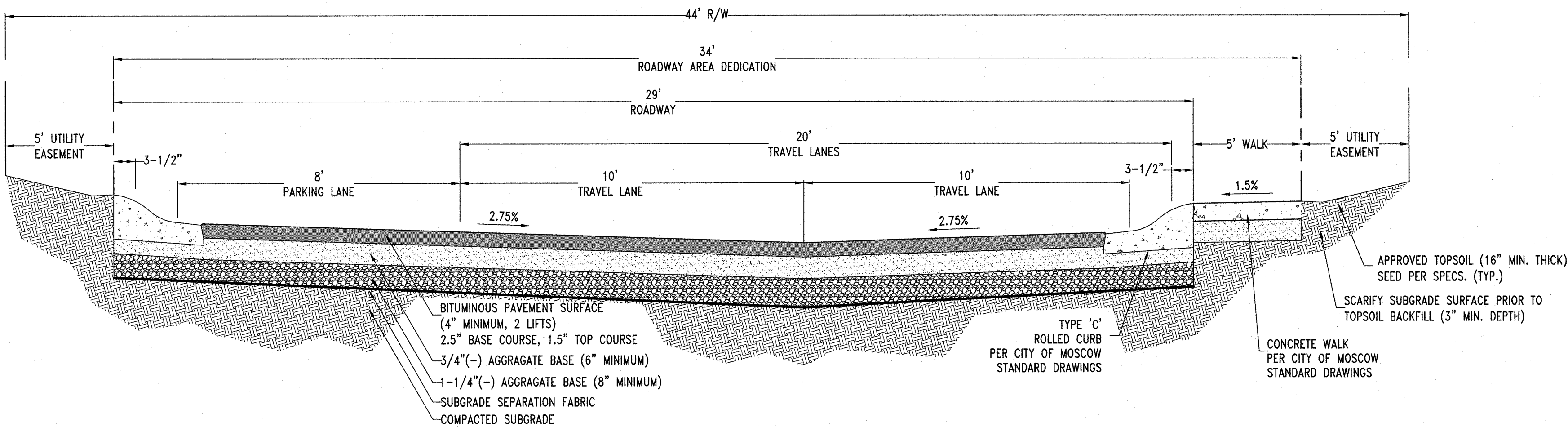
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Date:	6/7/2024

C4



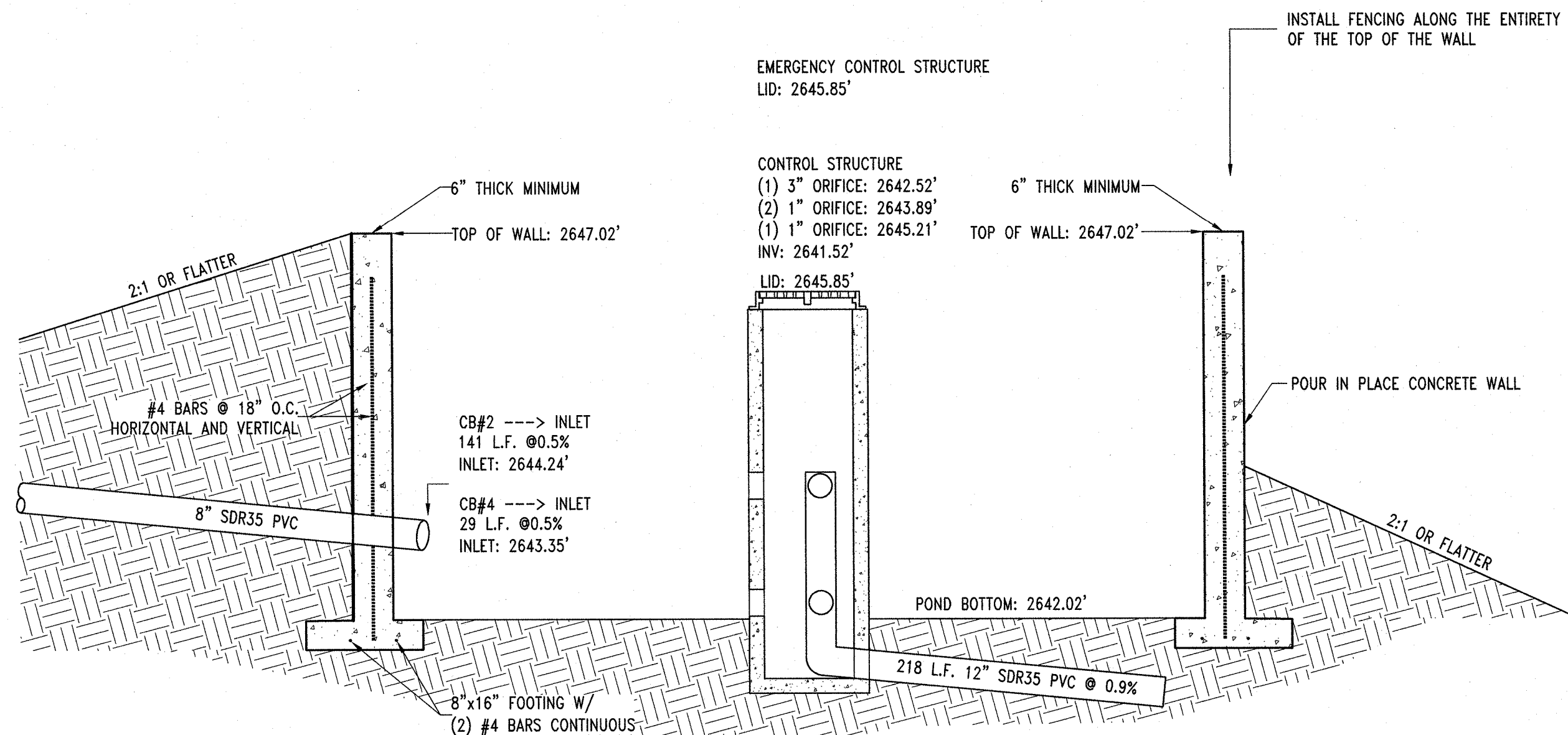
PLAN AND PROFILE: STA 0+00 THRU STA 2+62.55

- LEGEND**
- TW TOP OF WALL
 - BW BOTTOM OF WALL
 - [Redi-Rock Block Symbol] REDI-ROCK BLOCK
 - [Redi-Rock Block (9" Top) Symbol] REDI-ROCK BLOCK (9" TOP)
 - SD STORM DRAIN LINE
 - [Dashed Line Symbol] 6" MINIMUM BURY DEPTH LINE
 - [Retaining Wall Symbol] REDI-ROCK RETAINING WALL, SEE DETAIL C6



PUD ROADWAY

NTS 1 C5



STORMWATER DETENTION POND

NTS 2 C5



GENERAL NOTES

- ALL WORK TO BE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
- UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED ACCURATE OR COMPLETE. CALL 811 FOR UTILITY LOCATES BEFORE BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION MUST COMPLY WITH STATE OF IDAHO STANDARDS FOR DRINKING WATER SYSTEMS AND WITH THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY CRITERIA FOR SEWAGE WORKS DESIGN.
- THE OWNER IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL ORDINANCES, POLICIES AND LAWS. AN APPROVED EROSION CONTROL PLAN IS PROVIDED AS PART OF THESE CONSTRUCTION DRAWINGS.
- MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT WILL BE DETERMINED USING AASHTO T99 EXCEPT AS NOTED. IN PLACE DENSITY AND MOISTURE CONTENT SHALL BE DETERMINED BY ASTM D 2922 (NUCLEAR DENSOMETER).
- THE DEVELOPER'S ENGINEER TO FURNISH DESCRIPTIONS FOR ALL PUBLIC UTILITY EASEMENTS OUTSIDE THE BOUNDARY OF THE PLAT. THE CITY WILL PREPARE THE EASEMENT DOCUMENTS.

ROADWAY

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

STORM & SANITARY SEWER

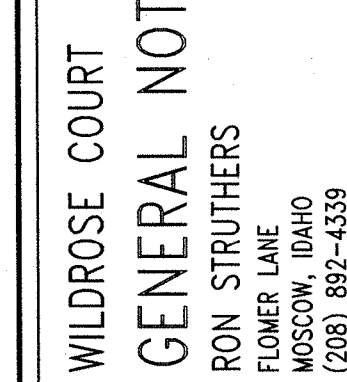
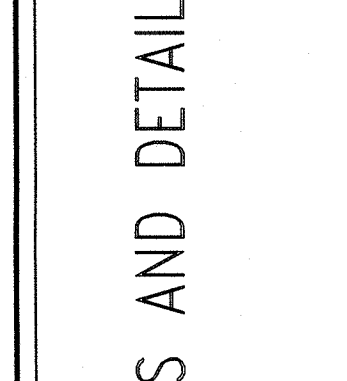
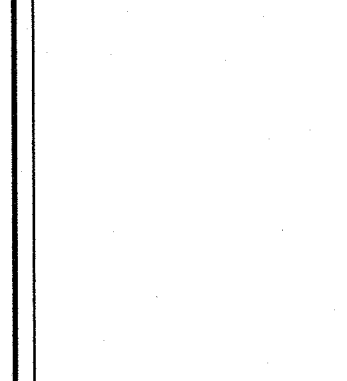
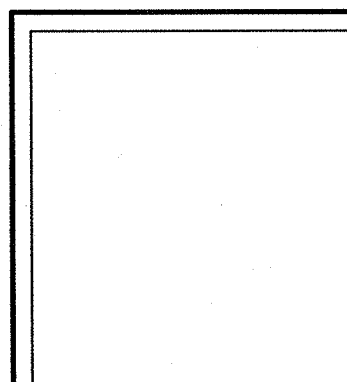
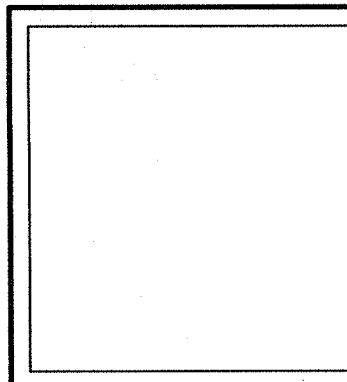
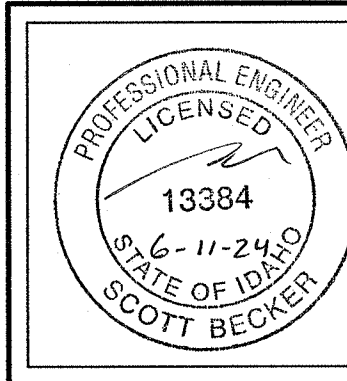
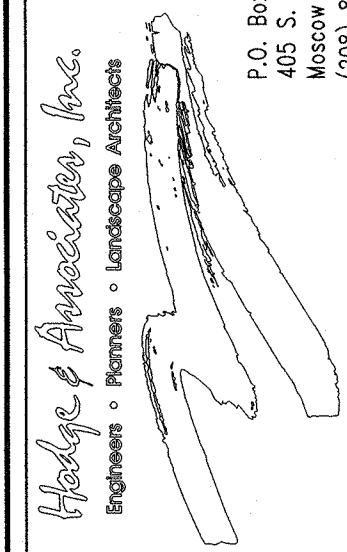
- THE CITY OF MOSCOW IS OPERATOR OF WATER AND SEWER FACILITIES SERVING THIS DEVELOPMENT.
- ALL TRENCH AND FOUNDATION EXCAVATIONS GREATER THAN FOUR FEET DEEP SHALL HAVE SLOPES OF 1.5:1 (HORIZONTAL TO VERTICAL) OR, BRACING OR SHORING SHALL BE PROVIDED IN ACCORDANCE WITH OSHA AND OTHER APPROPRIATE LOCAL CODES.
- ALL SATURATED, LOOSE, OR DISTURBED SOIL SHALL BE REMOVED FROM THE BOTTOM OF UTILITY TRENCHES PRIOR TO PLACEMENT OF PIPE BEDDING. PIPE BEDDING AND TRENCH BACKFILL SHALL BE PLACED IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS.
- SEWER STUBS SHALL BE INSTALLED AT A MINIMUM SLOPE OF 1/4" PER FOOT, AND CONNECTED TO MAINS USING MANUFACTURED WYES.
- SANITARY SEWER STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW AND CAPPED RISER TO 12" MINIMUM ABOVE FINISHED GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE GREEN (SDR 35) PVC. WRAP 'SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
- FOUNDATION DRAIN STUBS SHALL BE TERMINATED BY PROVIDING AN ELBOW & CAPPED RISER TO 12" MINIMUM ABOVE GRADE. TERMINATE AT PROPERTY LINE. MATERIAL SHALL BE WHITE PVC. WRAP 'STORM SEWER' LOCATE TAPE ON ENDS; TAPE FURNISHED BY CONTRACTOR.
- ALL STORM AND SANITARY SEWER LINES SHALL HAVE 2.0' MINIMUM COVER.
- USE ECCENTRIC CONES EXCEPT WHEN SPECIFICALLY APPROVED BY THE ENGINEER. PLACE THE CONE ENTRY HOLE ABOVE THE OUTLET PIPE. FLAT TOPS ARE NOT ALLOWED WITHOUT APPROVAL OF THE ENGINEER.
- SANITARY SEWER PIPE (SS): ALL SS PIPE TO BE SDR 35, PVC (GREEN), UNLESS OTHERWISE NOTED.
- STORM SEWER PIPE (SD): ALL SD PIPE TO BE SDR 35, PVC (WHITE), UNLESS OTHERWISE NOTED.

WATER

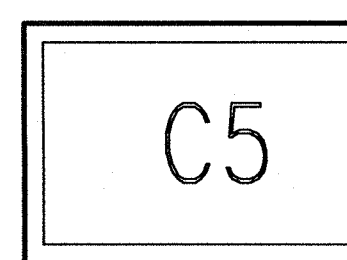
- WATER SERVICES SHALL BE DUG AND INSTALLED BY CONTRACTOR AT OWNER'S EXPENSE. CITY CREW WILL MAKE TAP TO MAIN. ALL WATER SERVICE MATERIALS FURNISHED BY CITY.
- ALL WATER SERVICES SHALL BE INSPECTED BY THE CITY PRIOR TO BACKFILLING TRENCHES.
- INSTALL "LOCATE" TAPE 18" ABOVE PIPE AND #10 LOCATE WIRE DIRECTLY ABOVE PIPE IN PVC WATER LINE TRENCH. REFER TO DETAIL, THIS SHEET.
- HYDROSTATIC TESTING AND DISINFECTION OF WATER MAINS SHALL BE DONE IN ACCORDANCE WITH CITY OF MOSCOW STANDARDS. THE CONTRACTOR SHALL REQUEST PIPE TESTING AT LEAST 48 HOURS IN ADVANCE OF THE TIME ACTUAL TESTS SHALL BE PERFORMED.
- BACK FLOW DEVICES SHALL BE PROVIDED PER CITY CODES AND POLICIES.
- FIRE HYDRANTS SHALL BE PLACED WITH THE STEAMER PORT FACING THE STREET OR DRIVEWAY AS APPROPRIATE AND SHALL BE MAINTAINED CLEAR AND ACCESSIBLE FOR FIRE PROTECTION DURING CONSTRUCTION. NO OBSTRUCTIONS SHALL BE PLACED WITHIN THREE FEET OF THE FIRE HYDRANT.
- WATER PIPE: ALL WATER MAINS TO BE C 900 CLASS 150 PVC, UNLESS OTHERWISE NOTED.

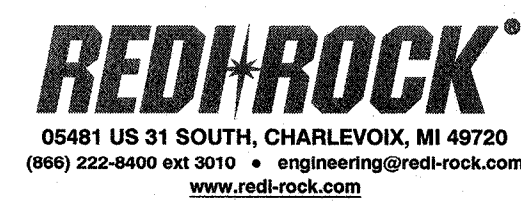
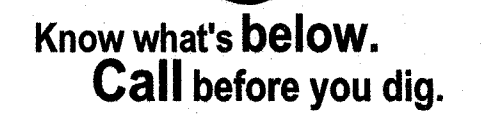
SEPARATION OF WATER AND SEWER

- WATER AND SEWER (SANITARY OR STORM) MAINS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE NO LESS THAN TEN (10) FEET. IN ANY INSTANCE WHERE SUCH SEPARATION IS NOT ACHIEVABLE, THE FOLLOWING STANDARDS SHALL BE MET:
 - THE WATER AND SEWER MAINS SHALL BE SEPARATED BY AT LEAST SIX (6) HORIZONTAL FEET MEASURED BETWEEN THE OUTSIDE WALLS OF THE PIPES, AND THE SEWER MAIN SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS AT ALL SUCH POINTS; AND
 - THE WATER MAIN SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE SEWER MAIN.
- THE REQUIREMENTS FOR THE VERTICAL SEPARATION OF WATER AND SEWER MAINS ARE AS FOLLOWS:
 - AT ANY POINT WHERE THE SEWER AND WATER MAINS CROSS, THEY SHALL BE SEPARATED BY A VERTICAL DISTANCE OF NO LESS THAN EIGHTEEN (18) INCHES.
 - AT ANY POINT WHERE THE SEWER MAIN CROSSES ABOVE THE WATER MAIN THE SEWER MAIN SHALL BE SUPPORTED TO MAINTAIN LINE & GRADE.
 - AT ANY POINT WHERE THE SEWER AND WATER MAIN CROSS, THE CROSSING SHALL BE ARRANGED SO THAT THE WATER MAIN JOINTS WILL BE EQUAL DISTANCE AND AS FAR AS POSSIBLE FROM THE SEWER MAIN JOINTS.
 - IF THE WATER MAIN IS BELOW THE SEWER MAIN, THE SEWER MAIN SHALL BE CONSTRUCTED OF MATERIALS CONFORMING TO WATER MAIN STANDARDS AND PRESSURE TESTED TO 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING IF THE EIGHTEEN (18) INCH VERTICAL SEPARATION CANNOT BE MAINTAINED.
 - IN LIEU OF CONSTRUCTING (OR RECONSTRUCTING) A NON-POTABLE WATER MAIN DUE TO LESS THAN EIGHTEEN (18) INCHES OF VERTICAL SEPARATION FROM A POTABLE WATER MAIN, EITHER THE NON-POTABLE MAIN OR THE POTABLE WATER MAIN MAY BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO DEQ FOR A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING.

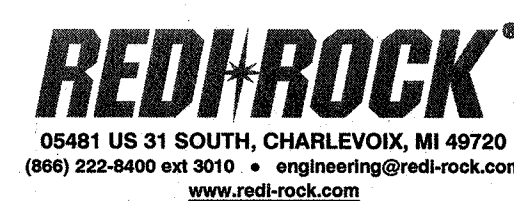


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Checked by:	SB
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Project:	4543-06-22
Date:	6/7/2024





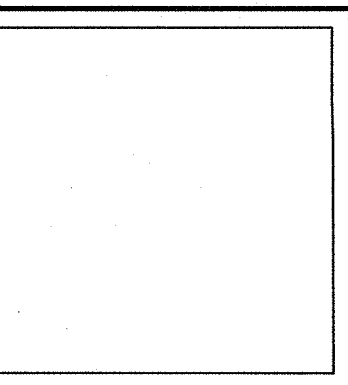
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C6



NTS 2 C6



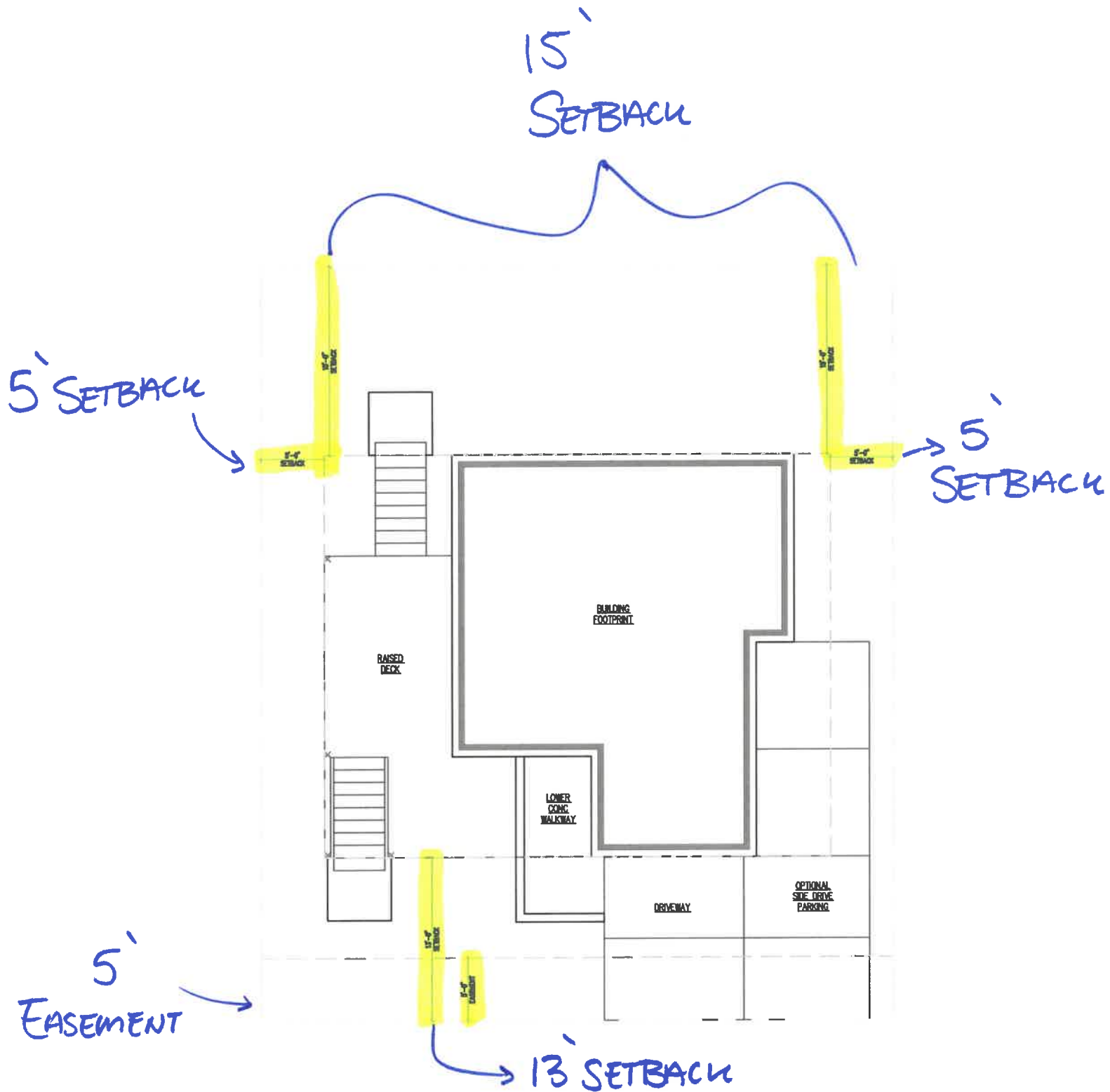
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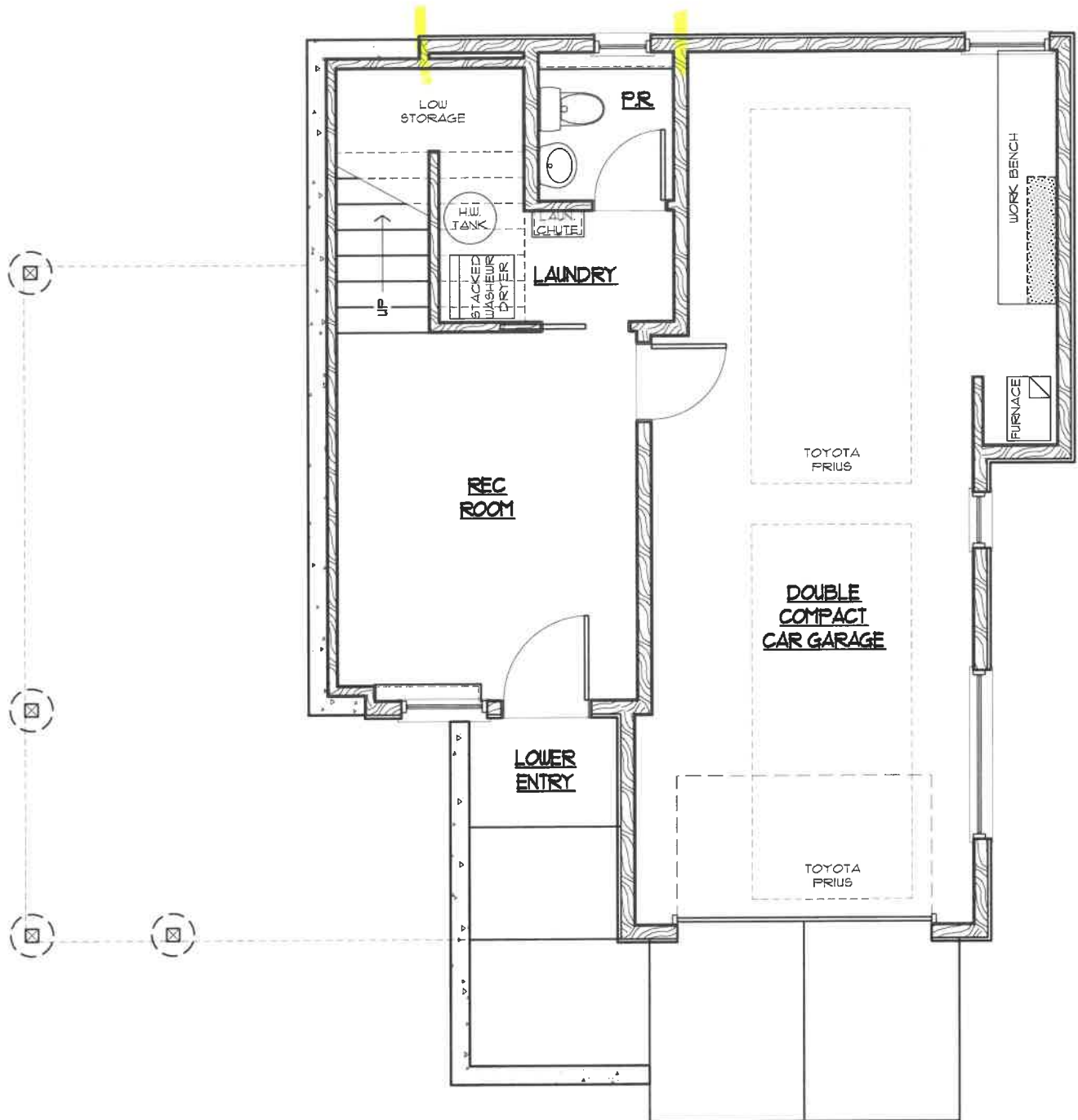


WILDROSE COURT
WALL DETAIL
RON STRUTHERS
FLOWER LANE
MOSCOW, IDAHO
(208) 892-4339

Designed By:	SB
Drafted by:	DC
Checked by:	SB
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Date:	6/11/2024

C6





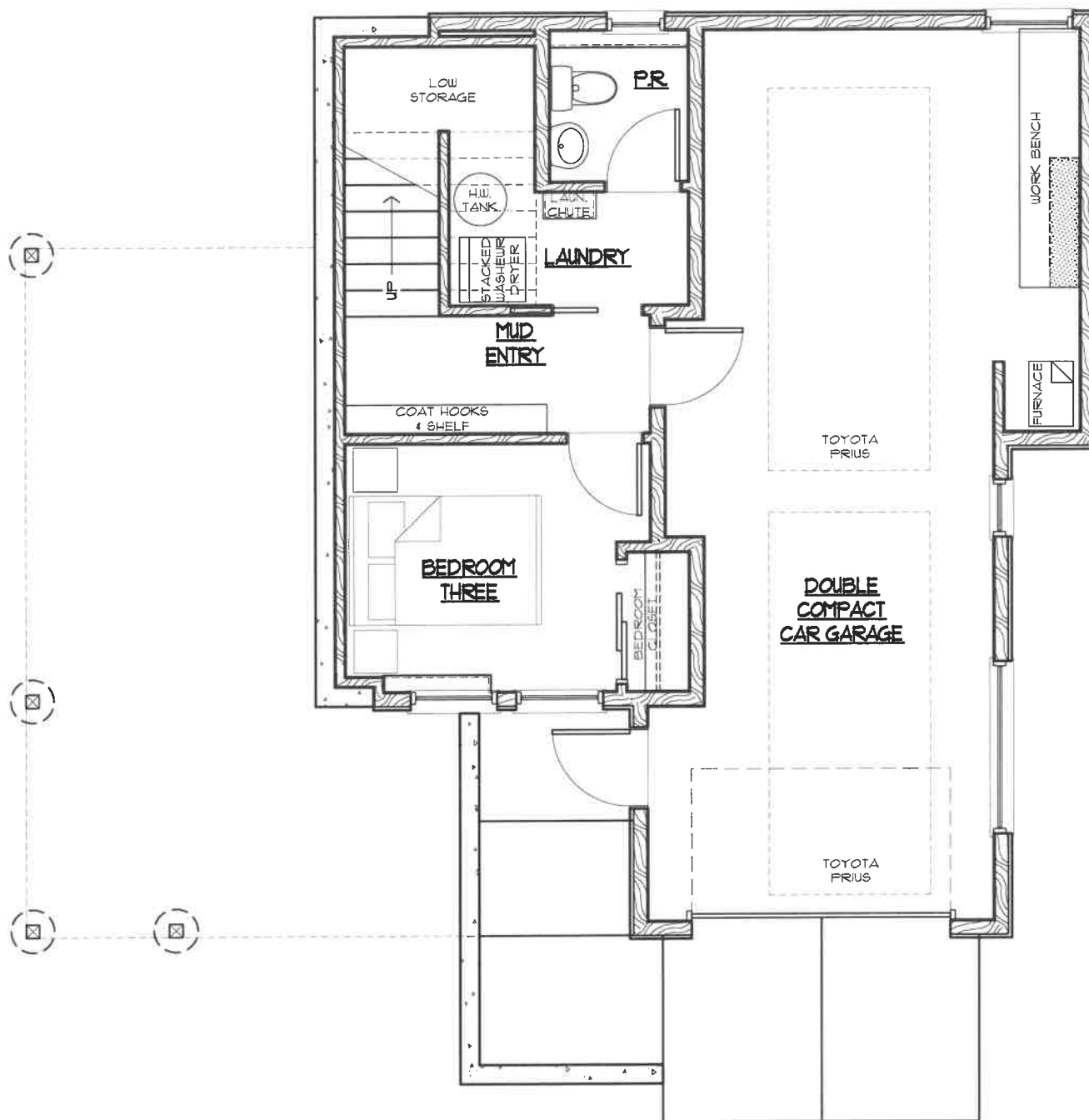
Wildrose Cottage

Lower Level - Option A

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

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Gross Area ~ 248 SF

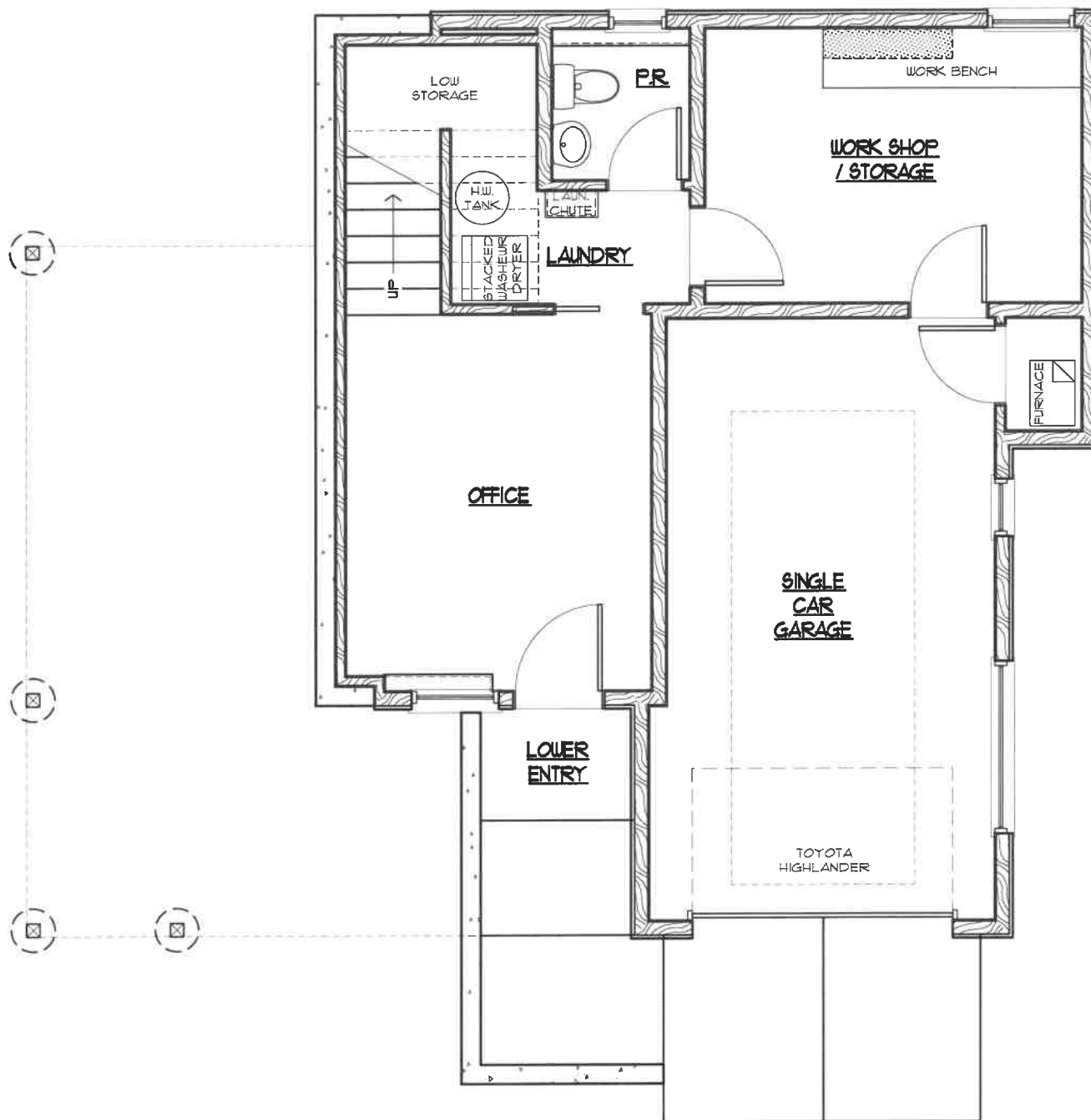


Wildrose Cottage Lower Level - Option B

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

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Gross Area ~ 256 SF

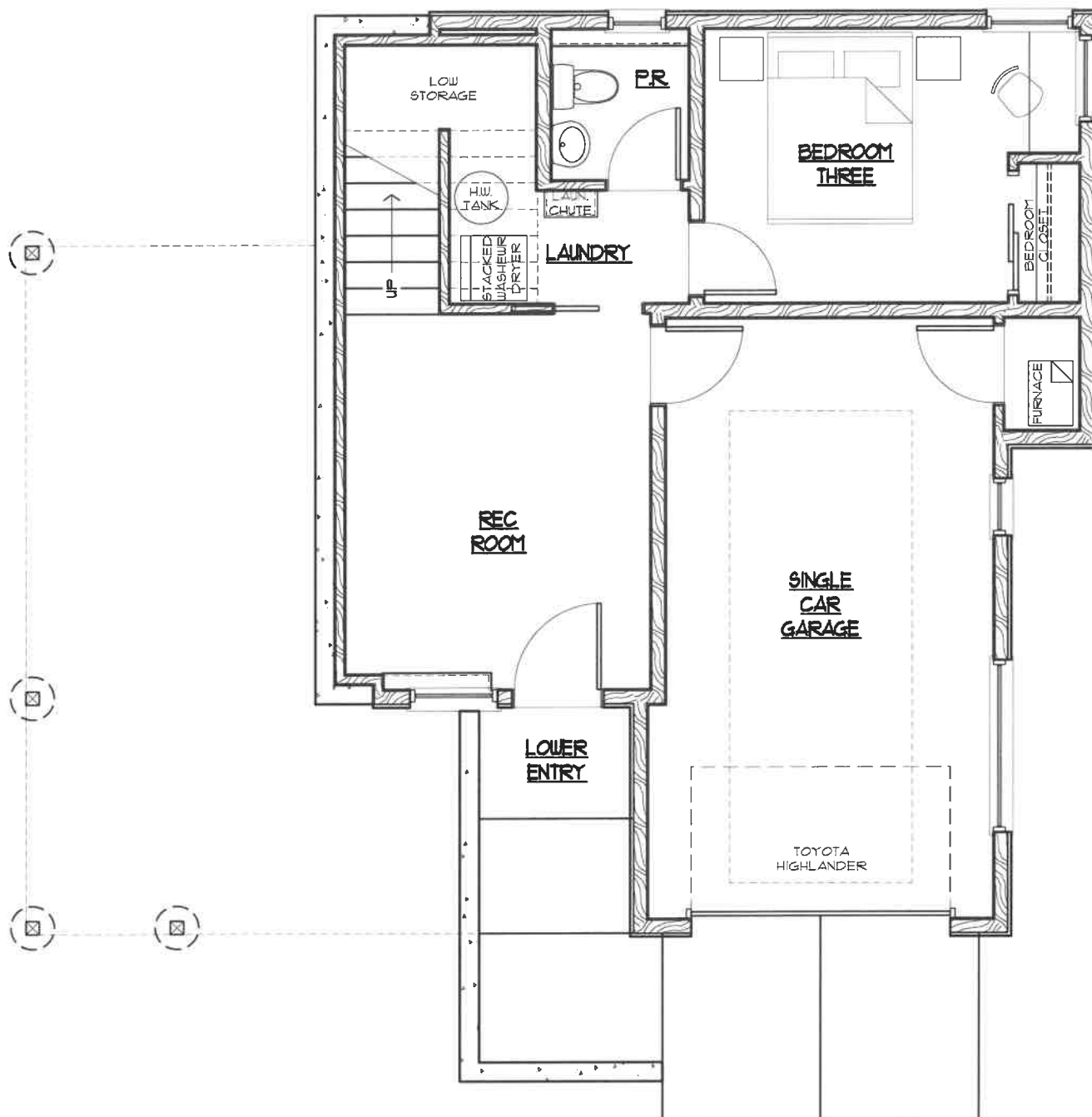


Wildrose Cottage Lower Level - Option C

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

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Gross Area - 392 SF

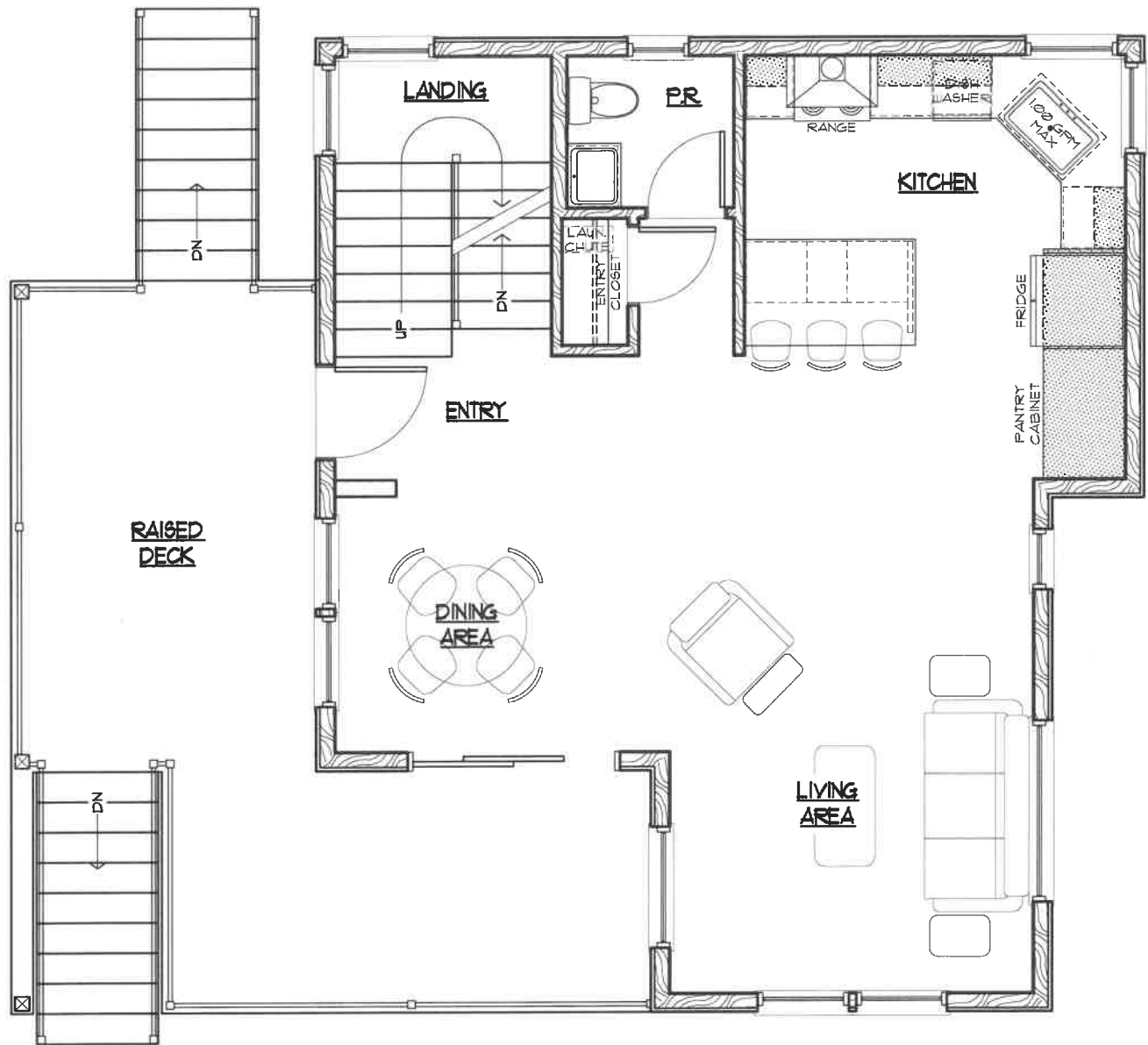


Wildrose Cottage Lower Level - Option D

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

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Gross Area - 392 SF



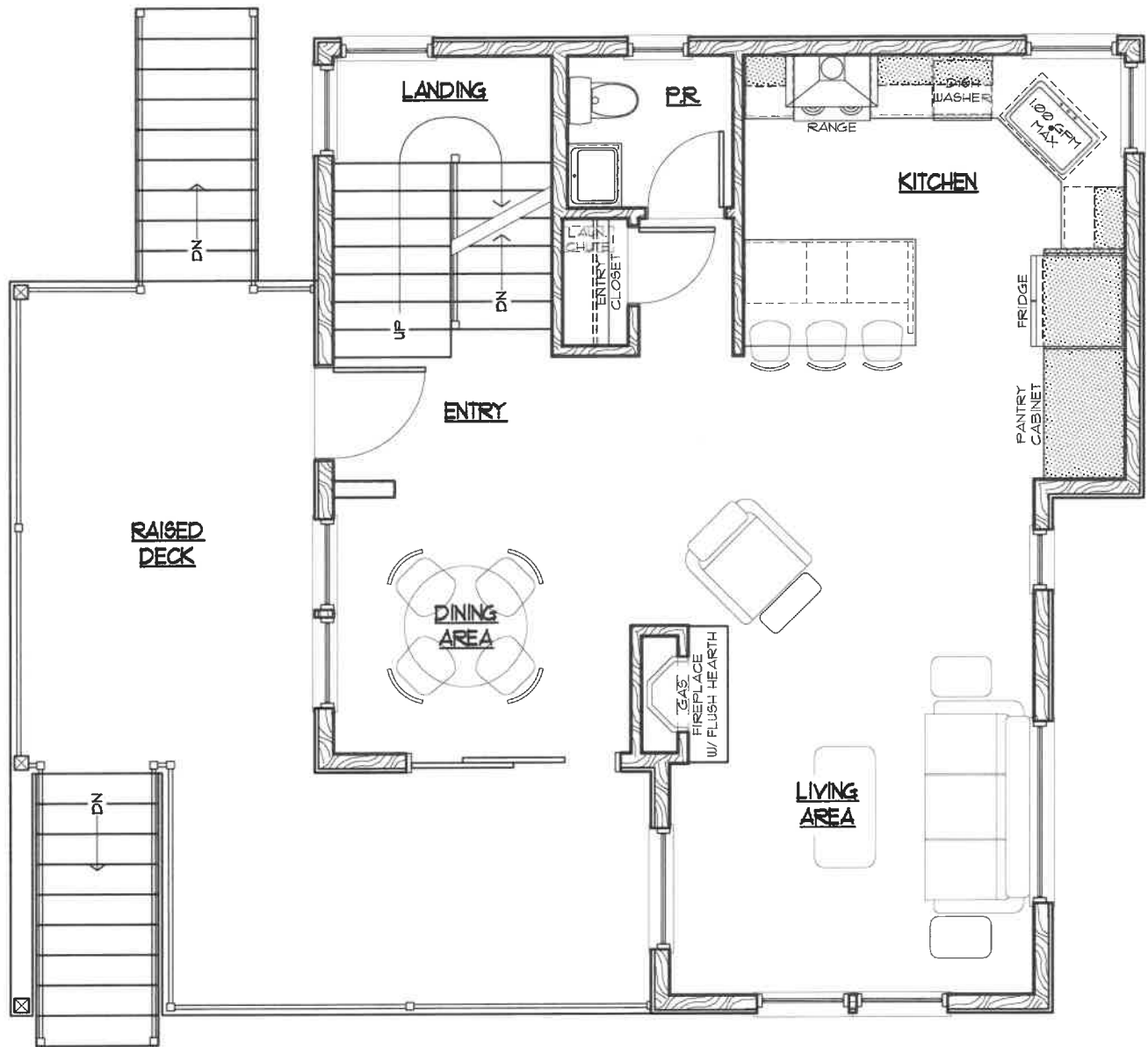
Wildrose Cottage

Main Level ~ Option A

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

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Gross Area ~ 725 SF



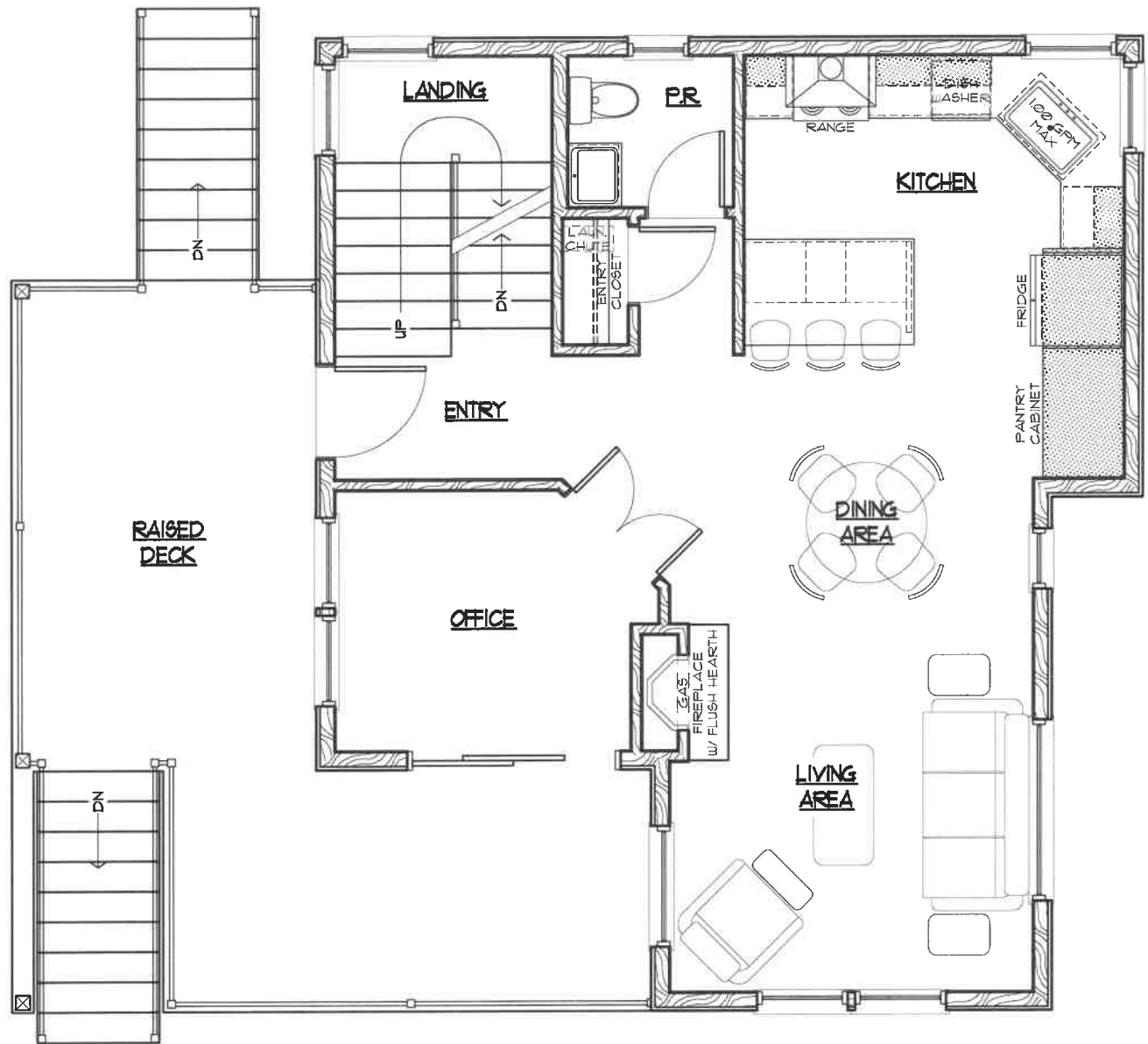
Wildrose Cottage

Main Level - Option B

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

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Gross Area ~ 725 SF



Wildrose Cottage

Main Level ~ Option C

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

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Gross Area ~ 725 SF



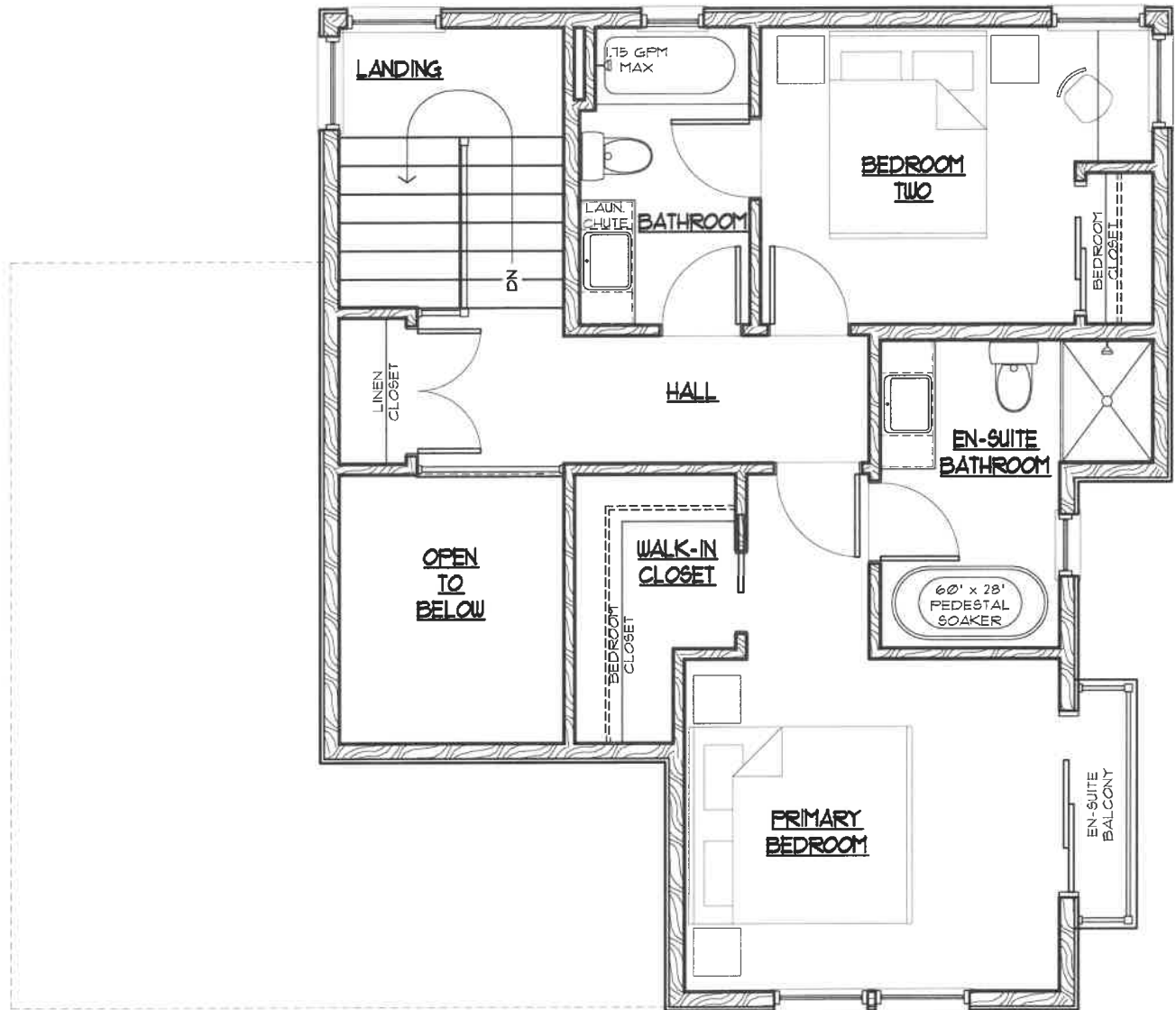
Wildrose Cottage

Upper Level - Option A

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

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Gross Area ~ 550 SF



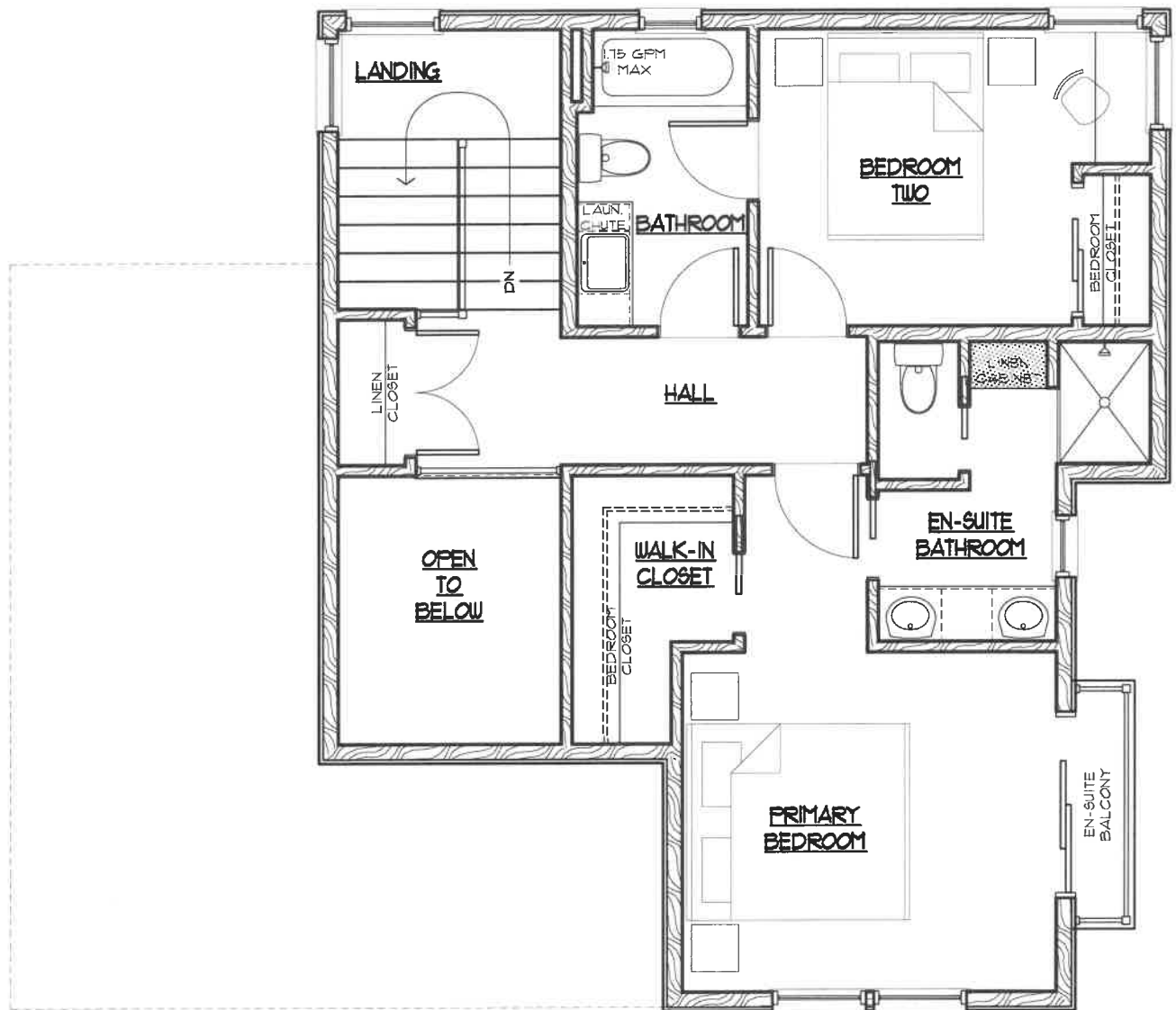
Wildrose Cottage

Upper Level - Option B

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

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Gross Area ~ 582 SF



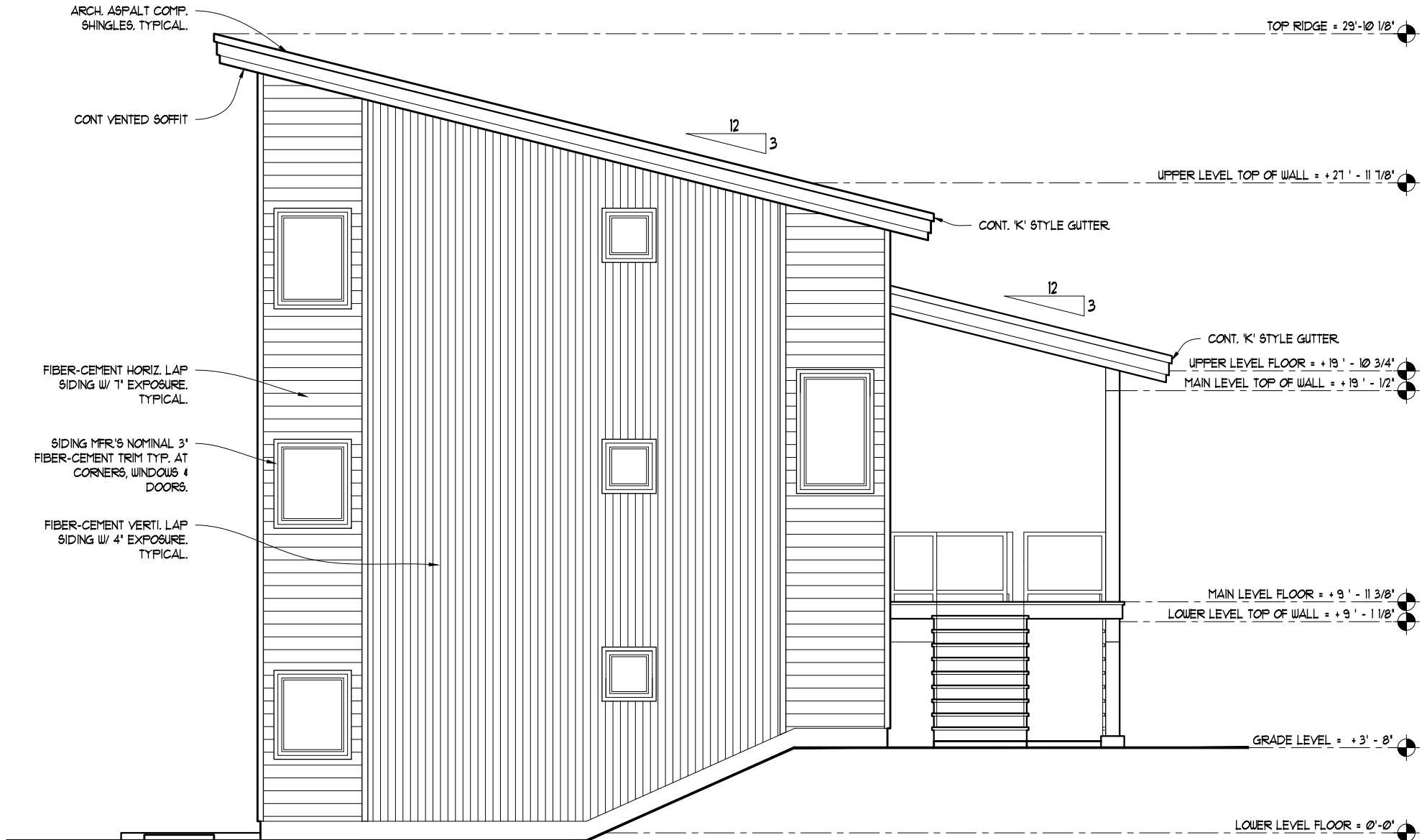
Wildrose Cottage

Upper Level - Option C

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

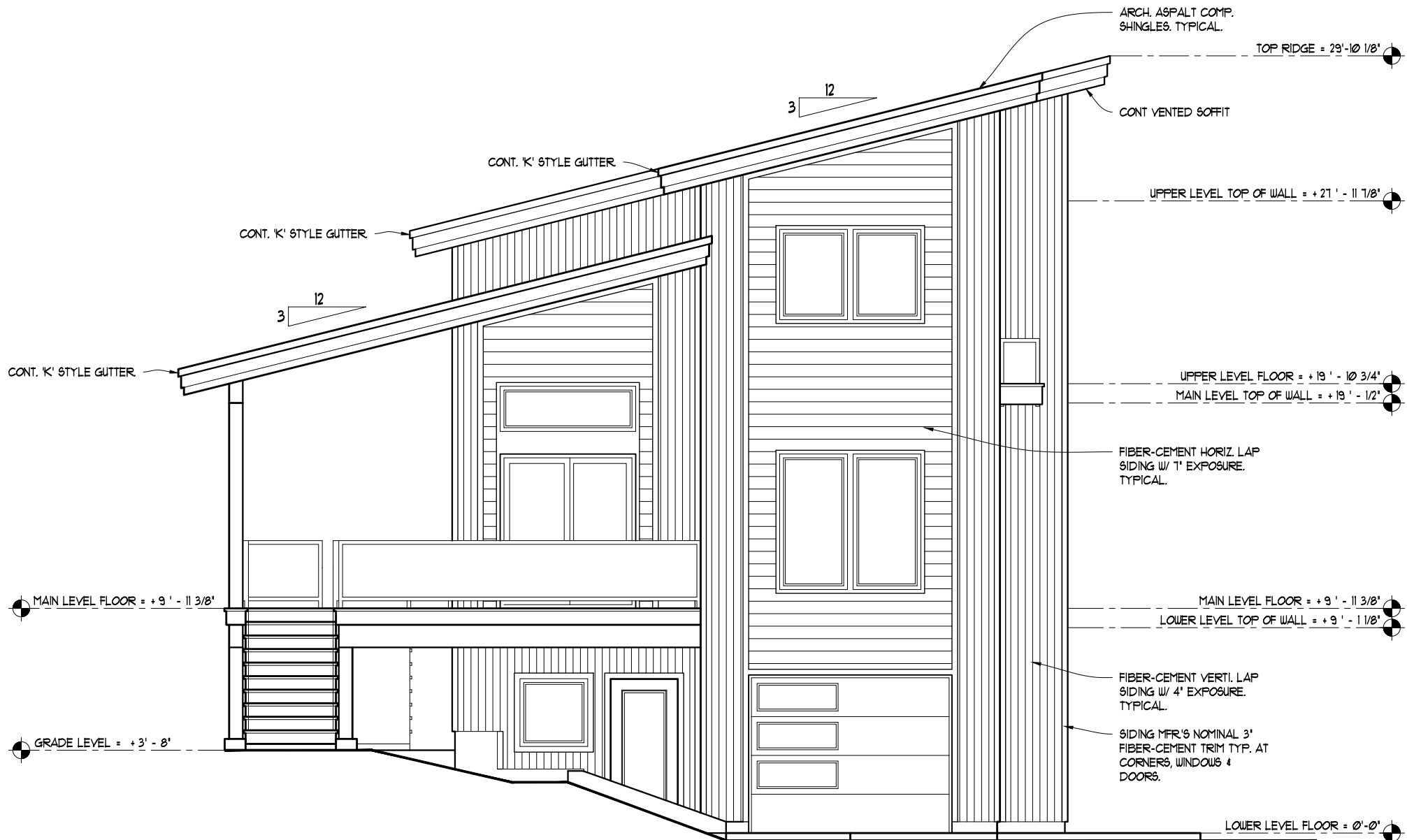
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Gross Area ~ 582 SF

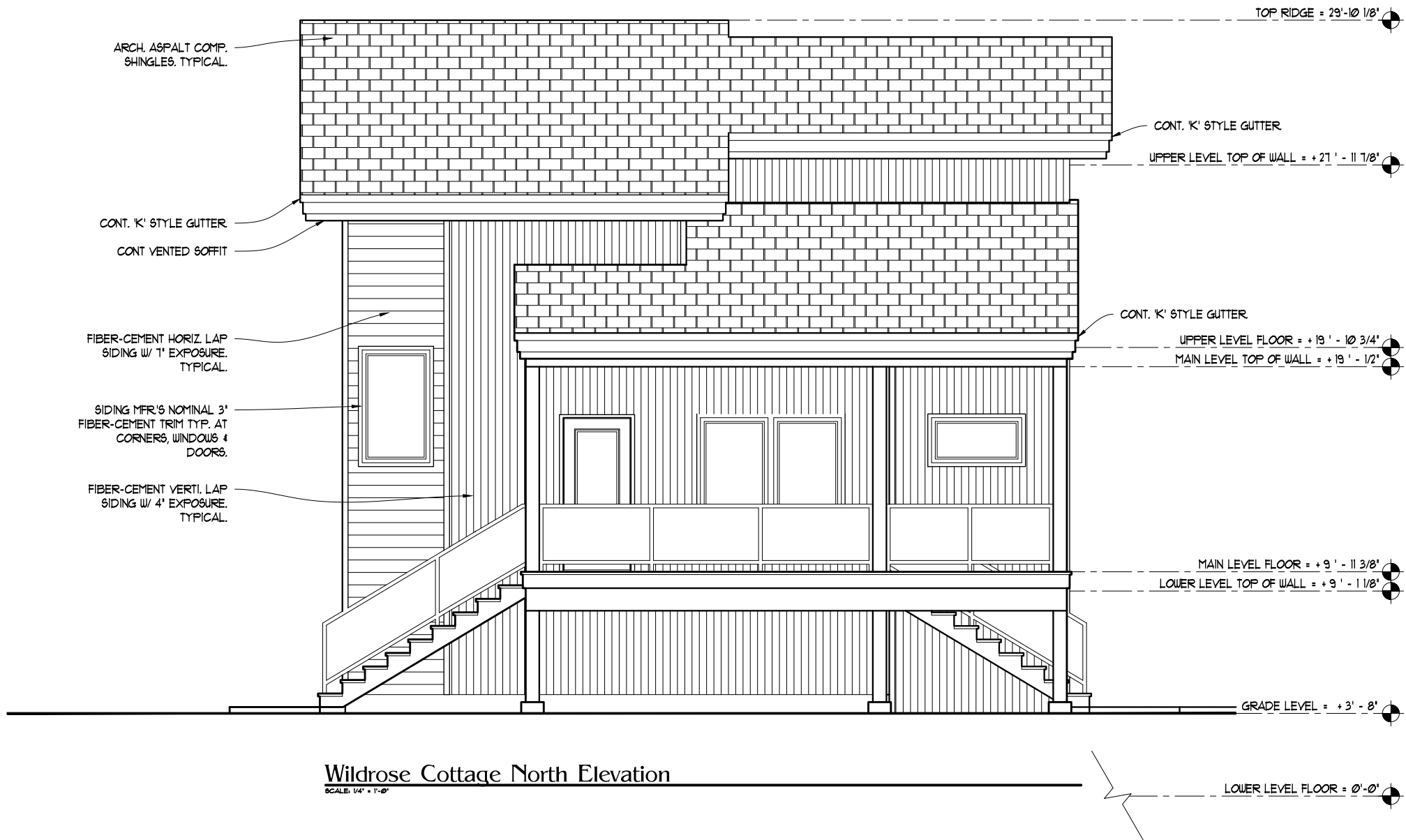


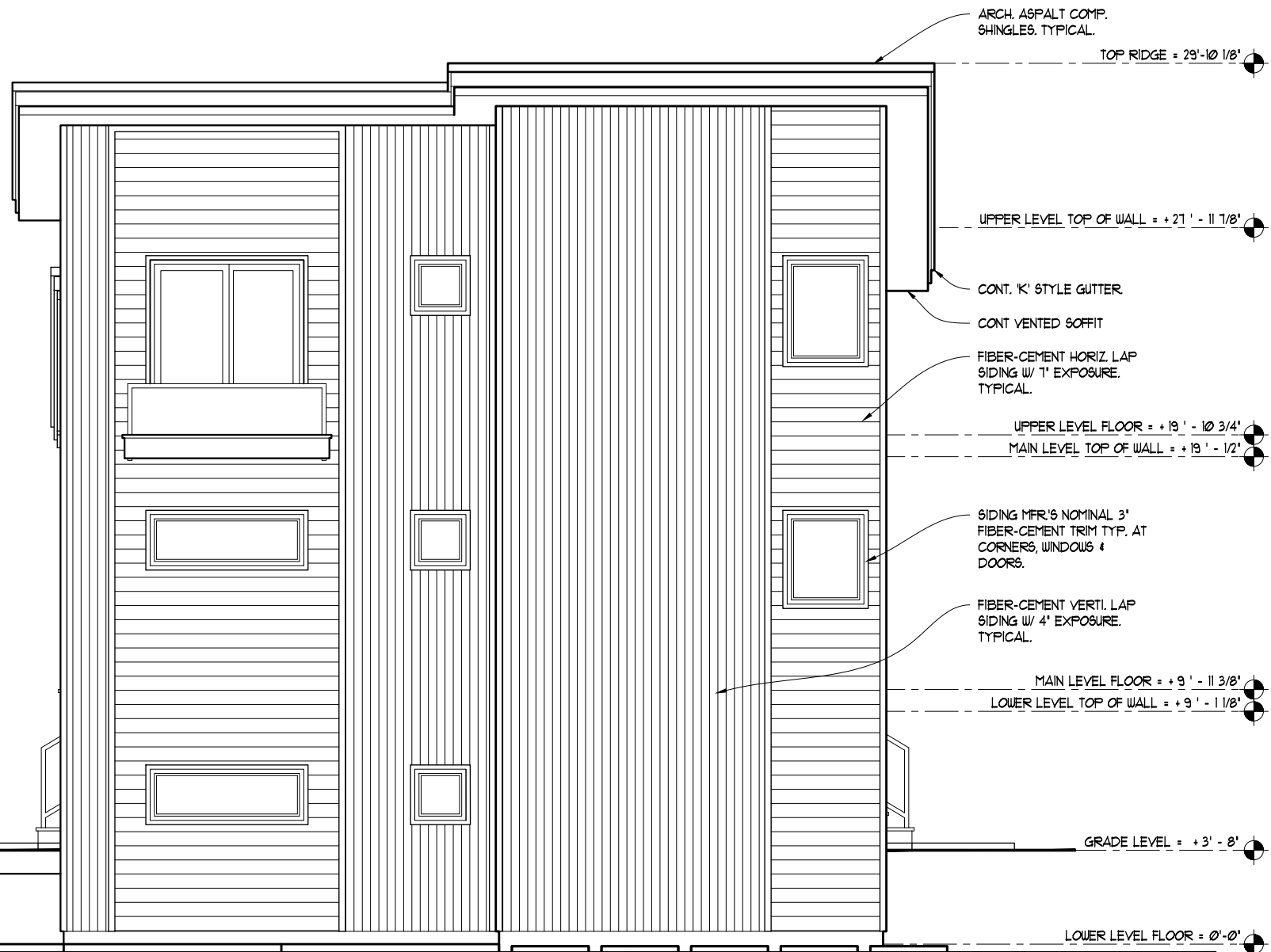
Wildrose Cottage East Elevation

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



Wildrose Cottage West Elevation





Wildrose Cottage South Elevation

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

















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

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

WITNESSETH:

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

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

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

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

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

I. CITY AGREES:

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

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

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

II. DISTRICT AGREES:

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

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

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

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

III. THE PARTIES AGREE:

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

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

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

IV. NON-DISTRICT FLOW CONVEYANCE:

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

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

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

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

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

DISTRICT:

Southeast Moscow Water and Sewer District

Lois Pritchett
Lois Pritchett, President

CITY:

City of Moscow, Idaho

Bill Lambert
Bill Lambert, Mayor

ATTEST:

Marge Nelson
Marge Nelson, Secretary

Laurie M. Hopkins
Laurie M. Hopkins, City Clerk



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

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

RECITALS:

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

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

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

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

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

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

WITNESSETH:

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

I. NLCHD AGREES:

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

II. SMWSD AGREES:

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

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

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

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

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

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

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

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

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

III. NLCHD AND SMWSD AGREE:

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

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

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

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

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

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

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

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

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

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

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

(Signatures on next page)

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

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

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

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

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

(Signatures on next page)

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 6, 2024

7:00 PM

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

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

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

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

PLEDGE OF ALLEGIANCE

Council President Taruscio led the Pledge of Allegiance.

PROCLAMATION

Bike Month

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

Public Service Recognition Week

Mayor Bettge read the proclamation.

REGULAR AGENDA

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

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

2. Staff Recognition

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

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

3. Mayors Appointments (ACTION ITEM)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Bettge asked for testimony in favor.

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

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

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

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

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

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

Mayor Bettge read Ordinance #2024-06 by title:

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

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

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

Mayor Bettge read Ordinance #2024-07 by title:

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

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

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

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

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

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

appropriate.

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

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

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

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

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

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

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

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

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

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

No general testimony was provided.

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

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

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

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

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

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

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

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

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

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

Mayor Bettge read Ordinance 2024-08 by title:

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

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

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

Mayor Bettge read Ordinance 2024-09 by title:

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

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

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

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

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

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

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

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

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

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

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

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

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

Discussion ensued regarding the previous study, layout and concerns.

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

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

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

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

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

Mayor Bettge read Ordinance 2024-10 by title:

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

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

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

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

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

Belknap introduced the item as written above.

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

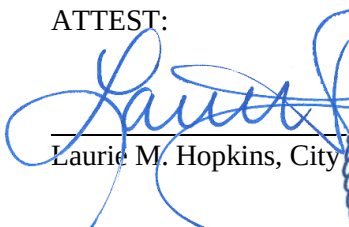
REPORTS

Due to the late hour, reports were postponed.

ADJOURN

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

ATTEST:



Laurie M. Hopkins, City Clerk





Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

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

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

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

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 22.93-acre property proposed to be annexed into the City of Moscow and generally located east of the current terminus of Moser Street.
3. The subject property is currently an open field with the exception of two driveways providing access to two single family dwellings to the east of the subject property. The Moser Estates subdivisions are located to the west of the subject property and Moser Park is located to the southwest. The Rolling Hills 10th Subdivision is currently being platted to the south, which will extend Third Street to the subject property. Agricultural land is located to the east and rural residential properties are located to the north.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. Auto-Urban Residential (AU-R) designated areas,

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

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

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

II. RELEVANT CRITERIA AND STANDARDS

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

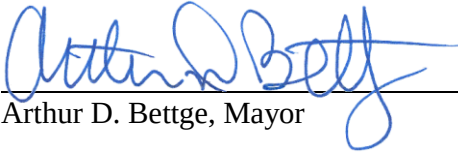
has direct access, via Moser Street and eventually Third Street, as well as sufficient and available public utility services to meet the needs of existing and future development.

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

III. DECISION

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

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



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

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

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

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

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 22.93-acre property proposed to be annexed into the City of Moscow and generally located east of the current terminus of Moser Street.
3. The subject property is currently an open field with the exception of two driveways providing access to two single family dwellings to the east of the subject property. The Moser Estates subdivisions are located to the west of the subject property and Moser Park is located to the southwest. The Rolling Hills 10th Subdivision is currently being platted to the south, which will extend Third Street to the subject property. Agricultural land is located to the east and rural residential properties are located to the north.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.

5. Auto-Urban Residential (AU-R) designated areas,

“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”
6. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
7. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
8. The applicant is proposing to rezone the subject property from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zoning District.
9. According to the City of Moscow Zoning Code, the R-2 Zoning District is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
10. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
11. The subject property has existing access via Moser Street, and will have access via Third Street when the Rolling Hills 10th Subdivision is extended to the southern portion of the property, which is anticipated this summer. Moser Street is a local neighborhood street which will be constructed to the 28-foot-wide street standard which includes curb, gutter, tree lawns, and sidewalks on both sides of the street and on-street parking on one side of the street.
12. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on October 5, 2023 to discuss the proposed rezone.

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

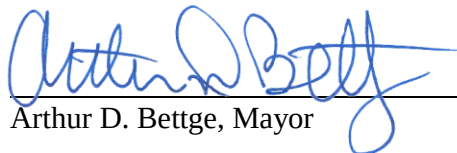
II. RELEVANT CRITERIA AND STANDARDS

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

III. DECISION

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

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


Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

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

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

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

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 22.93-acre property proposed to be annexed into the City of Moscow and generally located east of the current terminus of Moser Street.
3. The subject property is currently an open field with the exception of two driveways providing access to two single family dwellings to the east of the subject property. The Moser Estates subdivisions are located to the west of the subject property and Moser Park is located to the southwest. The Rolling Hills 10th Subdivision is currently being platted to the south, which will extend Third Street to the subject property. Agricultural land is located to the east and rural residential properties are located to the north.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. Auto-Urban Residential (AU-R) designated areas,

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

6. The subject property and adjacent properties immediately to the north and east within Latah County are currently designated as Agriculture/Forestry (AF).
7. Properties to the west and south of the subject property are currently designated as the Moderate Density, Single Family Residential (R-2) Zoning District.
8. The applicant is proposing to rezone the subject property from the Agriculture Forestry (AF) Zone to the Moderate Density, Single Family Residential (R-2) Zoning District.
9. According to the City of Moscow Zoning Code, the R-2 Zoning District is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
10. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
11. The applicant is proposing to subdivide the 22.93-acre area with 40 lots ranging from 12,077 square feet to 27,491 square feet in size, referred to as Pine View Subdivision.
12. All of the proposed lots are within the R-2 Zone and meet the minimum lot size and width requirements.
13. The subject property has existing access via Moser Street, and will have access via Third Street when the Rolling Hills 10th Subdivision is extended to the southern portion of the property, which is anticipated this summer. Moser Street is a local neighborhood street which will be constructed to the 28-foot-wide street standard which includes curb, gutter, tree lawns, and sidewalks on both sides of the street and on-street parking on one side of the street.
14. Another local street, Whitetail Lane, extends in the east/west direction through the center of the subdivision and terminates in a cul-de-sac on the western portion of the property and extends to the property line of the adjacent undeveloped property on the east side. Whitetail lane will be constructed to the 28-foot-wide local street standard.
15. Third Street will be extended through the subdivision in the northerly direction and will change street names to Moose Drive at its intersection with Moser Street. Moose Drive will extend to

the northern property line and terminate in a cul-de-sac for fire truck turnaround requirements. However, right-of-way will be extended to the north property line to allow for the future connection with 'D' Street when it is extended in the future. Third Street and Moose Drive are designated as collector streets with a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street.

16. There is currently a corridor dedicated at the end of Moser Street which is intended to provide access to the Moser Park property. The Council finds that a pedestrian walkway shall be extended from Whitetail Lane south to Moser Street in order to provide a more direct pedestrian route to the park property, as well as a shorter distance to McDonald School. The Council also finds that a pedestrian walkway shall be provided from Whitetail Lane north to the property boundary of the adjacent undeveloped property for future pedestrian connectivity if that property were to be developed at some point in the future.
17. Water services are proposed to be extended throughout the subdivision from the existing main within Moser Street and the future main along the Third Street alignment within Rolling Hills 10th Addition.
18. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 3.74 million gallons of water per year (40 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 3.74 M gallons/year).
19. Sanitary sewer is proposed to be extended throughout the subdivision and conveyed along an existing utility easement along the future alignment of 'D' Street. The subject property is considered developable in the Comprehensive Sewer System Plan.
20. Storm sewer will be piped and directed to a stormwater detention pond in the northwest corner of the subdivision. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which require the stormwater to be detained to the pre-development rate. The stormwater is then conveyed to existing mains within 'D' Street.
21. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. However, the parkland dedication requirements have previously been satisfied with a parkland dedication of 1.37 acres towards the creation of the City's Moser Park property in 1994. Therefore, no further parkland dedication is required.
22. The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on October 5, 2023 to discuss the proposal.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.**
The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Moderate Density, Single Family Residential (R-2) Zoning District, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.

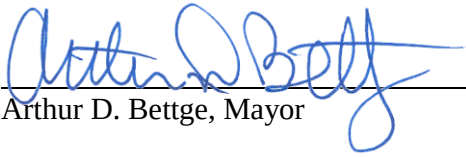
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The proposed lots sizes and densities are consistent with the proposed Comprehensive Plan Land Use designation of Auto-Urban Residential.
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Moser Street and eventually Third Street. Water and Sewer connections are readily available in the area and are proposed to be extended through the subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the twenty-two point nine three (22.93) acre property generally located east of the current terminus of Moser Street with the following conditions:

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

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



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING THE REVIEW OF A TWO POINT FIVE THREE (2.53) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF WILDROSE DRIVE AND SOUTH OF FLOMER LANE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

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

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. Auto-Urban Residential (AU-R) designated areas,
“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents

to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

6. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
7. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
8. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
9. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a “U”. Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
10. Water and Sewer mains currently exist within the existing terminus of Wildrose Drive, and are of sufficient capacity to accommodate any proposed use the R-2 Zone would allow.
11. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on November 16, 2023 to discuss the proposed rezone.
12. Based upon the availability of public services, constructed adjacent roadway, access and surrounding land use patterns, the City Council concludes that it is appropriate for the property to be designated as Auto-Urban Residential upon annexation into the City of Moscow.

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

II. RELEVANT CRITERIA AND STANDARDS

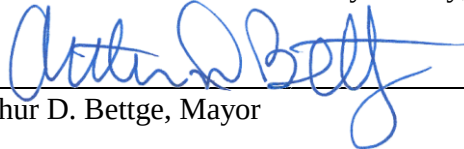
1. **The proposed Comprehensive Plan amendment is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed designation for the subject property of Auto-Urban Residential is consistent with the purposes, goals, objectives and policies of the Comprehensive Plan and are consistent with the surrounding properties, as well as the surrounding land use and development patterns.
2. **The proposed Comprehensive Plan amendment would provide for the logical and orderly location of land uses, community services and facilities.** The City Council finds that the existing designation of Auto-Urban Residential is logical and harmonious with the surrounding land uses and development, and is consistent with the land use designations entirely surrounding the subject property.

3. **The uses expected to occur as a result of the Comprehensive Plan amendment will be compatible with the surrounding area.** The zoning districts that are consistent with the Auto-Urban Residential designation exist in the surrounding subdivisions. The adjacent properties are primarily single-family residential subdivisions.
4. **The size, type, and density of development expected to occur as a result of the Comprehensive Plan amendment will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.** The proposed designation is suitable for the area and will not unduly burden the neighborhood of public infrastructure. The subject property has direct access, via Wildrose Drive and Flomer Lane, as well as sufficient and available public utility services to meet the needs of existing and future development.
5. **The proposed Comprehensive Plan amendment is deemed to be appropriate in consideration of changing conditions within the community that are not reflected within the current Comprehensive Plan (such as new development or re-development, land use patterns and/or trends, traffic patterns and/or volume, market demands, community vision and/or needs, capital improvements, or new or revised City plans).** The proposal is to retain the existing Comprehensive Plan land use designation.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow City Council approves retaining the current Comprehensive Plan Land Use Designation of Auto-Urban Residential for the 2.53-acre property with no conditions.

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



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF A TWO POINT FIVE THREE (2.53) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF WILDROSE DRIVE AND SOUTH OF FLOMER LANE FROM THE LOW DENSITY, SINGLE FAMILY RESIDENTIAL (R-1) ZONE TO THE MODERATE DENSITY, SINGLE FAMILY RESIDENTIAL (R-2) ZONE.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

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

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.

5. Auto-Urban Residential (AU-R) designated areas,

“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”
6. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
7. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
8. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
9. The applicant is proposing to rezone the 2.53-acre parcel from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
10. According to the City of Moscow Zoning Code, the R-2 Zoning District is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
11. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
12. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a “U”. Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
13. Water and Sewer mains currently exist within the existing terminus of Wildrose Drive, and are of sufficient capacity to accommodate any proposed use the R-2 Zone would allow.
14. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on November 16, 2023 to discuss the proposed rezone.

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

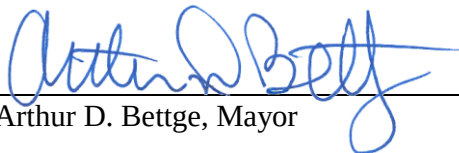
II. RELEVANT CRITERIA AND STANDARDS

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

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the rezone request for the two point five three (2.53) acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone with no conditions.

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



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT FIVE THREE (2.53) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF WILDROSE DRIVE AND SOUTH OF FLOMER LANE, KNOWN AS WILDROSE COURT ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

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

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. Auto-Urban Residential (AU-R) designated areas,
“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents

to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

6. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
7. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
8. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
9. The applicant is proposing to rezone the 2.53-acre parcel from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
10. According to the City of Moscow Zoning Code, the R-2 Zoning District is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
11. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
12. The applicant is proposing to subdivide the 2.53-acre area into 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as the Wildrose Court Subdivision.
13. The applicant has proposed a PUD to coincide with the preliminary plat and is requesting numerous Zoning Code deviations to accommodate smaller lot sizes and more compact development.
14. The applicant is proposing a reduction in the minimum lot area and minimum lot width for the subdivision. Lot 6 which is adjacent to Flomer Lane is 10,666 in size and 85.21 feet in width, which is the only lot that meets the minimum lot size and width requirements of the R-2 Zone. The remainder of the lots range from 3,000 sq ft to 4,654 sq ft in size and 50 to approximately 58 feet in width. The minimum lot size for the R-2 Zone is 7,000 sq ft and the minimum lot width is 60 feet.
15. The setback requirements for the R-2 Zone are 20 feet in the front, 20 feet in the rear, and a minimum of 5 feet on the side. The applicant is proposing the setbacks of 13 feet in the front, 15 feet in the rear, and 5 feet on the side. The proposed average building height of the single-family dwellings of approximately 28 feet is within the maximum height requirement of 35 feet for the R-2 Zone.

16. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a “U”. Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
17. The applicant is proposing a private street which loops through the development named Wildrose Circle. Wildrose Circle will meet the City’s private street standard and includes a 28-foot-wide roadway with curbing on both sides of the street and sidewalks and on-street parking on one side of the street.
18. Two of the proposed lots (one of which is the open space parcel) will have street frontage on Flomer Lane, which is a County road that is developed to an approximately 20-foot width and surfaced with gravel.
19. Water mains will be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The property is considered developable in the City’s Comprehensive Water System Plan dated January 2012.
20. Sanitary sewer is proposed to be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The subject property is within the Southeast Sewer District, which will require consent from the District to connect. The City’s Comprehensive Sewer Plan specifies that the city can provide sanitary sewer service to this Addition. As shown on the 2030 peak hour flow projection figure from the Plan, Sanitary sewer mains utilized by Wildrose Subdivision have more than adequate capacity for the proposed subdivision. The main between the Southeast Sewer Lift Station and Carmichael Road is shown to have 50 to 75% pipe capacity remaining. The remainder of the Southeast Sewer District piping is shown to have greater than 75% pipe capacity remaining. Additionally, the South East Sewer Lift Station was designed and constructed with capacity for the 2030 peak hour flow growth scenario and is shown to have more than adequate capacity to serve the Addition.
21. Storm sewer will be piped and directed to a stormwater detention pond located near the entrance to the subdivision. The detention facilities of the proposed development will need to meet Moscow’s Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate before entering the City’s storm system.
22. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. Based on the proposed preliminary plat, the net developable area is 63,549 sf or 1.46 acres. The proposed R-2 Zone has a requirement of 5% for parkland dedication, which requires 3,177 sf or 0.07 acres in parkland dedication. The Moscow Pathways Commission considered the proposal on February 13, 2024 and recommended approval of the parkland dedication for a twenty (20) foot corridor for the construction of an eight (8) foot pathway for a total parkland dedication of 3,202 sf. The Parks and Recreation Commission considered the Moscow Pathways Commission’s recommendation and the proposal during their February 22, 2024 meeting. The Parks and Recreation Commission also recommended approval of the 3,202 sf pathway corridor and constructed eight (8) foot pathway as proposed. The parkland dedication, as proposed, meets and slightly exceeds the parkland dedication requirements under Moscow City Code.
23. The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on November 16, 2023 to discuss the proposal.

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

II. RELEVANT CRITERIA AND STANDARDS

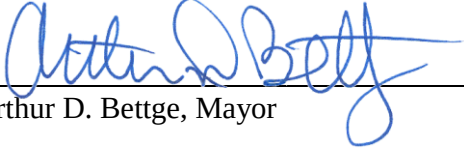
1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of Planned Unit Development chapter of the City Code. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.
2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The proposed lots sizes and densities are consistent with the proposed Comprehensive Plan Land Use designation of Auto-Urban Residential.
3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Wildrose Drive and Flomer Lane which are local neighborhood streets. Water and Sewer connections are readily available in the area and are proposed to be extended through the subdivision.
4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the preliminary subdivision plat request for the two-point five three (2.53) acre area of land generally located east of the current terminus of Wildrose Drive and south of Flomer Lane with the following conditions:

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

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



Arthur D. Bettge, Mayor

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PLANNED UNIT DEVELOPMENT (PUD) OF A TWO POINT FIVE THREE (2.53) ACRE PROPERTY PROPOSED TO BE ANNEXED INTO THE CITY OF MOSCOW AND GENERALLY LOCATED EAST OF THE CURRENT TERMINUS OF WILDROSE DRIVE AND SOUTH OF FLOMER LANE, KNOWN AS WILDROSE COURT ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for Annexation, Comprehensive Plan Land Use Designation, Rezone, Preliminary Plat, and Planned Unit Development on March 5, 2024; and

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

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on May 6, 2024; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane.
3. The subject property is a 2.53-acre parcel that currently contains an accessory structure adjacent to Flomer Lane. The subject property is surrounded by Ridgeview Estates 2nd Subdivision to the west, Southgate 2nd Subdivision to the northwest, and primarily single-family residential properties located within Latah County to the north, east, and south.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and the proposal is to retain that designation.
5. Auto-Urban Residential (AU-R) designated areas,
“contain predominantly single-family detached homes on lots ranging from 7,000 to 11,000 square feet in size and are more isolated from surrounding uses which may require residents to rely more on automobile transportation. This designation includes those areas generally anticipated to be developed for low- to moderate-density residential uses at densities between

three to six units per acre which could include a mix of detached single-family, twinhome, and townhome residential dwellings. Appropriate current zoning for Auto-Urban Residential designated areas include Low Density Residential (R-1), Moderate Density Single Family Residential (R-2) and Medium Density Residential (R-3) in order to include a mixture of attached and detached dwellings where appropriate.”

6. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks and pathways in the area which are designated as Parks and Open Space.
7. The subject property and adjacent properties immediately to the north, east, and south within Latah County are currently designated as the Low Density, Single Family Residential (R-1) Zone.
8. Ridgeview Estates 2nd Addition to the west is zoned a combination of Low Density, Single Family Residential (R-1), Moderate Density, Single Family Residential (R-2), and Medium Density Residential (R-3).
9. The applicant is proposing to rezone the 2.53-acre parcel from the Low Density, Single Family Residential (R-1) Zone to the Moderate Density, Single Family Residential (R-2) Zone.
10. According to the City of Moscow Zoning Code, the R-2 Zoning District is a moderate density residential zone appropriate where the following circumstances are present:
 1. Single family dwellings predominate.
 2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
 3. Utilities and other public facilities are adequate for the densities allowed.
 4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.
11. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.
12. The applicant is proposing to subdivide the 2.53-acre area into 16 lots ranging from 3,000 square feet to 10,666 square feet in size, referred to as the Wildrose Court Subdivision.
13. The applicant has proposed a PUD to coincide with the preliminary plat and is requesting numerous Zoning Code deviations to accommodate smaller lot sizes and more compact development.
14. The applicant has proposed that 15 of the lots would have a similar style of single-family home constructed on the property. The single-family home is a three-story design with the lower level partially daylighted on one side to follow the contours of the property. The home is a modern shed roof design which includes alternating horizontal and vertical fiber-cement lap siding. There are 3-4 floor plan options that are available which vary from floor to floor.
15. The applicant is proposing a reduction in the minimum lot area and minimum lot width for the subdivision. Lot 6 which is adjacent to Flomer Lane is 10,666 in size and 85.21 feet in width, which is the only lot that meets the minimum lot size and width requirements of the R-2 Zone. The remainder of the lots range from 3,000 sq ft to 4,654 sq ft in size and 50 to approximately 58 feet in width. The minimum lot size for the R-2 Zone is 7,000 sq ft and the minimum lot width is 60 feet.

16. The setback requirements for the R-2 Zone are 20 feet in the front, 20 feet in the rear, and a minimum of 5 feet on the side. The applicant is proposing the setbacks of 13 feet in the front, 15 feet in the rear, and 5 feet on the side. The proposed average building height of the single-family dwellings of approximately 28 feet is within the maximum height requirement of 35 feet for the R-2 Zone.
17. The minimum PUD base density of the R-2 Zone is 4.8 dwelling units per acre. The proposed PUD has a net developable area of 2.53 acres, which results in a base density of 12.16 dwelling units. Since the proposal exceeds the base density with 16 dwelling units, the applicant needs to achieve a 32% bonus density on the project. The PUD section allows for numerous ways of achieving bonus density and the applicant has chosen to focus on increases to the common open space of the development, provisions of pedestrian and bicycle path connectivity, maintenance of existing land contours, and also sustainable development practices.
18. Bonuses may be awarded for providing functional, common open space, which may be in the form of natural areas, floodplains, wetlands, stands of trees or other natural vegetation or riparian areas, playgrounds, active or passive recreational areas, internal pedestrian and/or bike paths and similar areas. Up to a 10% maximum bonus may be awarded if at least 20% of the proposed PUD area is devoted for functional common open space, in excess of any open space required elsewhere in the Code. The applicant has proposed to dedicate approximately 10% of the total area to open space, which the City Council has determined would warrant a 5% density bonus.
19. The applicant has also proposed to incorporate a number of energy conservation and green building materials within the development. Under the sustainable development section of density bonuses, a 15% increase may be awarded. The applicant has proposed to incorporate the following provisions:
 1. Wall Cavities Netted and Blown, Resulting in a R-23 Rating
 2. Energy Star Rated Windows and HVAC System
 3. Energy Star Efficient Appliances
 4. Efficient Framing Methods
 5. Onsite Recycling for Construction Materials
 6. Locate HVAC System in Living Space Envelope (Not in Garage)
 7. Use of Local Materials and/or Environmentally Preferred Products
20. Based upon the incorporation of the proposed sustainable development measures, the City Council has determined that a 12% density bonus is warranted.
21. Bonuses may be awarded for increasing pedestrian, bicycle and/or vehicular connectivity between the proposed development and existing and/or future neighborhoods. To be awarded the bonus, such connectivity shall be in excess of adopted City policy and standards. The applicant is proposing to connect the existing path within Southgate 2nd Addition to Wildrose Circle through the open space parcel. A maximum 10% bonus may be awarded under this category. The applicant has exceeded the parkland dedication requirement and chosen to develop the pathway instead of traditional parkland, so the City Council has determined that a 5% density bonus is warranted.
22. A 5% maximum bonus may be awarded if the applicant provides a landscaping plan that is significantly in excess of the minimum landscaping otherwise required by the Zoning Code and that it would provide significantly greater benefit to the PUD site or the neighborhood. The applicant has proposed a landscape plan that retains existing landscaping and exceeds the

landscaping requirements required by code. However, it is the City Council's determination that in order to achieve the full 5% density bonus, a landscape plan needs to be provided for each lot, as well as the entrance to the subdivision. Should this additional landscape plan be provided, it is the City Council's determination that a 5% density bonus is warranted.

23. A 10% bonus may be awarded for the maintenance of existing land contours, vegetation, or other special site features. Bonuses will be awarded based on the amount of site disturbance including whether there is minimal or slight disturbance; whether there is excavation other than for structural foundations; whether streets follow contours of the land; amount of grading; and whether there is removal of natural vegetation. It is the City Council's determination that the applicant has designed the site to minimize the amount of site disturbance and has designed the single-family dwellings to be daylighted on one side in order to preserve the contours of the site. There are no slopes greater than 20% on the site or other natural features, but it is the City Council's determination that the preservation of the existing site contours warrants a 5% density bonus.
24. The sum of the total density bonuses proposed totals 32%, which is the density bonus required to achieve 16 dwelling units on the property.
25. The subject property has street access via Wildrose Drive and Flomer Lane and is shaped like a "U". Wildrose Drive which is designated as a local residential street that has been constructed as part of Ridgeview Estates 2nd Addition.
26. The applicant is proposing a private street which loops through the development named Wildrose Circle. Wildrose Circle will meet the City's private street standard and includes a 28-foot-wide roadway with curbing on both sides of the street and sidewalks and on-street parking on one side of the street.
27. Two of the proposed lots (one of which is the open space parcel) will have street frontage on Flomer Lane, which is a County road that is developed to an approximately 20-foot width and surfaced with gravel.
28. Water mains will be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012.
29. Sanitary sewer is proposed to be extended throughout the subdivision from the mains within the existing terminus of Wildrose Drive. The subject property is within the Southeast Sewer District, which will require consent from the District to connect. The City's Comprehensive Sewer Plan specifies that the city can provide sanitary sewer service to this Addition. As shown on the 2030 peak hour flow projection figure from the Plan, Sanitary sewer mains utilized by Wildrose Subdivision have more than adequate capacity for the proposed subdivision. The main between the Southeast Sewer Lift Station and Carmichael Road is shown to have 50 to 75% pipe capacity remaining. The remainder of the Southeast Sewer District piping is shown to have greater than 75% pipe capacity remaining. Additionally, the South East Sewer Lift Station was designed and constructed with capacity for the 2030 peak hour flow growth scenario and is shown to have more than adequate capacity to serve the Addition.
30. Storm sewer will be piped and directed to a stormwater detention pond located near the entrance to the subdivision. The detention facilities of the proposed development will need to meet Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate before entering the City's storm system.
31. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. Based on the proposed preliminary plat, the net developable area is 63,549 sf or 1.46 acres.

The proposed R-2 Zone has a requirement of 5% for parkland dedication, which requires 3,177 sf or 0.07 acres in parkland dedication. The Moscow Pathways Commission considered the proposal on February 13, 2024 and recommended approval of the parkland dedication for a twenty (20) foot corridor for the construction of an eight (8) foot pathway for a total parkland dedication of 3,202 sf. The Parks and Recreation Commission considered the Moscow Pathways Commission's recommendation and the proposal during their February 22, 2024 meeting. The Parks and Recreation Commission also recommended approval of the 3,202 sf pathway corridor and constructed eight (8) foot pathway as proposed. The parkland dedication, as proposed, meets and slightly exceeds the parkland dedication requirements under Moscow City Code.

32. The applicant conducted a neighborhood meeting with affected property owners within 600 ft. of the subject property on November 16, 2023 to discuss the proposal.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed PUD is consistent with the Comprehensive Plan.** The proposed PUD is consistent with the uses and densities designated within the 2019 Comprehensive Plan. The Auto-Urban Residential (AU-R) designation provides low- to moderate-density residential uses at densities between three to six units per acre. Therefore, the City Council finds that the proposed PUD is consistent with the Comprehensive Plan.
2. **The proposed PUD is consistent with the intents and purposes of this Chapter.** The proposed PUD meets the intent of the PUD chapter to permit and encourage innovative, economical, and attractive development; which includes land uses which harmonize with natural features and constraints; which promotes efficient, innovative, economical, attractive, and environmentally sensitive development; and which efficiently phases and locates public and private services and facilities. The proposed PUD utilizes a natural hillside and an existing single-family dwelling within the design and is accessed by a private street which allows for less of an impact to the existing property.
3. **The proposed PUD is compatible with the character and uses in the surrounding area.** The PUD is consistent with the surrounding area which is primarily a mixture of residential developments. The proposed PUD provides smaller lot and house sizes, which provide a more affordable housing option within the surrounding area.
4. **Public services and utilities are available or can be made available and are adequate to accommodate the proposed PUD.** The Engineering Department has indicated that water, sanitary sewer, and storm sewer systems are readily available in the area. The subject property has been determined to be developable in the 2012 Comprehensive Water System Plan and the 2011 Comprehensive Sewer System Plan.
5. **The proposed PUD will not endanger the public health or safety.** There is no evidence that the proposed PUD would have an impact on the public health and safety. The proposed PUD will help serve the need of providing additional single-family homes to meet the needs of a diverse population.
6. **The residential densities, proposed land uses, and design proposed within the PUD promote the innovative, efficient, economic and attractive development of the subject property.** The

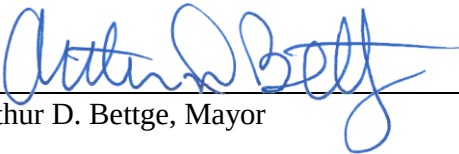
proposed PUD has been designed to minimize the amount of site disturbance and the single-family dwellings have been designed to be daylighted on one side in order to preserve the contours of the site. The subject property is accessed by a private street which allows for less of an impact to the existing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

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Moscow approves the Planned Unit Development (PUD) request for the 2.53-acre property generally located east of the current terminus of Wildrose Drive and south of Flomer Lane with the following condition:

1. In order to achieve the full 5% density bonus for landscaping, the applicant shall expand the landscape plan to include landscaping on individual lots and the entrance to the subdivision.

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



Arthur D. Bettge, Mayor

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

The City of Moscow Planning and
Zoning Commission

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

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

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

Sincerely,

Scott & Ruth Butler
and Ruth Butler

Scott & Ruth Butler
1275 Lundquist Lane
Moscow, ID

RECEIVED

MAY 2 2024

CITY OF MOSCOW
CITY CLERK