

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday, September 16,
2024**

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION

2024 Fire Prevention Week

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

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

B. Disbursement Report August 2024 - Sarah Decker

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

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

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

The owners of Neat are in the process of obtaining a transfer of location for their alcohol license through the State of Idaho. Idaho Code § 23-913, 23-1011B, and 23-1307A, prohibits any business from selling liquor, beer and/or wine for on-premise consumption within three hundred feet (300') of any church, school or any other place of worship, unless the City Council approves waiver of the requirement. The new location at 524 S. Main St is within 300 feet of a place of worship, specifically the Nuart Theater, where Christ Church holds church services. The state and county licenses have been applied for and are pending approval. A letter of request for waiver has been submitted and is included in the meeting packet. This was reviewed by the Public Works/Finance Committee on September 9, 2024 and recommended for approval.

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

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

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

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

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

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

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

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

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

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

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

Stacy Smisek, on behalf of RMR Construction LLC., has submitted to the City a final plat for the development of a property at the northeast corner of the intersection of Highway 95 and Quail Run Drive. On November 6, 2023, the City Council approved the preliminary plat for this property. The final plat is titled "Replat of Lots 12 & 13 of Block 3 of Quail Run Addition to the City of Moscow" and will be presented for City Council approval on September 16th. If Council approves the final plat, development and monumentation agreements will be required. The development agreement is necessary to address construction of public improvements, warranties, and as-constructed drawings. The monumentation agreement is required as the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. Staff has prepared both agreements for the Council's approval. This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

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

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

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

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

REGULAR AGENDA

- 2. Mayors Appointments (ACTION ITEM)**
- 3. Public Comment and Mayor's Response Period (limit 15 minutes)**
- 4. Presentation of Mayor's Golf Tournament Proceeds**
- 5. Citizen Commission Report - Farmers Market Commission - Amanda Argona / Jamie Hill**
- 6. Written Decision Regarding the Appeal of a Board of Adjustment Decision Regarding 414 S. Main Street (ACTION ITEM) - Bill Belknap**

On February 12, 2024, Brenda von Wandruszka (Applicant) requested a zoning determination regarding whether administrative offices of New Saint Andrews College could occupy a building currently addressed as 414 S. Main Street which previously was the location of the Moscow

Contemporary Art Gallery. The City of Moscow Zoning Administrator issued Zoning Administrator Decision 2024-01 on February 21, 2024, which determined the proposed occupancy would not be permissible under the Moscow Zoning Code. The Applicant requested reconsideration of the decision on March 1, 2024. On March 21, 2024, the Zoning Administrator issued Zoning Administrator Decision 2024-02 which affirmed the prior decision. On April 15, 2024, the Applicant filed an appeal to the Zoning Administrator's decision in accordance with Moscow City Code (MCC) 4-8-2. The appeal was considered by the Zoning Board of Adjustment on June 11, 2024. The Zoning Board of Adjustment reversed the decision of the Zoning Administrator as documented in their written decision dated June 18, 2024. On June 27, 2024, the Zoning Administrator filed an appeal of the Zoning Board of Adjustment's decision to the City Council in accordance with Moscow City Code 4-8-5. On September 3, 2024, the Moscow City Council considered the Zoning Administrator's appeal during a duly noticed regular meeting of the City Council and reversed the decision of the Zoning Board of Adjustment in whole and affirmed Zoning Administrator Decision 2024-02 in its entirety. Staff has prepared the written decision for the Council's review and approval.

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

REPORTS

City Council

Mayor

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.

FIRE PREVENTION MONTH

WHEREAS, the City of Moscow Idaho is committed to ensuring the safety and security of all those living in and visiting Moscow and

WHEREAS, U.S. fire departments respond to an average of 350,000 home fires a year, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires result in an average of 3,000 civilian deaths a year, representing the majority (75 percent) of all U.S. fire deaths; and

WHEREAS, newer homes are built with lightweight materials that burn faster than older home construction; and

WHEREAS, many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

WHEREAS, these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

WHEREAS, Moscow's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Moscow's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, 2024 Fire Prevention theme, "Smoke Alarms: Make Them Work for YOU!" effectively serves to educate the public about the vital importance of educating everyone about working smoke alarms.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, do hereby proclaim October,
as

FIRE PREVENTION MONTH

throughout the community and urge all citizens of Moscow to understand the importance and benefits of installing and maintaining smoke alarms to promote public safety.



DATED this 16th day of September, 2024

Arthur D. Bettge, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday, September 3, 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, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Parker led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 19, 2024 Minutes - Laurie M. Hopkins

B. School Resource Officer Memorandum of Understanding - Bill Belknap

For over 24 years, the Moscow Police Department has employed a School Resource Officer (SRO) to provide a law enforcement presence and additional resources to the Moscow School District (MSD) to assist in providing and maintaining a safe and healthy student environment. The City and MSD jointly fund the SRO position. The existing SRO agreement will expire at the end of September and staff has prepared a new agreement continuing the same terms and conditions as the prior agreement for the Council's consideration. The MOU has been reviewed and approved by the MSD administration. This was reviewed by the Administrative Committee on August 26, 2024, and recommended for approval.

ACTION: Approve the MOU with the Moscow School District to jointly fund the School Resource Officer position.

C. State/Local Agreement for Construction of the Public Avenue Corridor Safety Improvements - Alisa Anderson / Scott Bontrager

The City of Moscow's Public Avenue Corridor Safety Improvements project located in northeast Moscow is a 1,100-foot long corridor on Public Avenue from Polk Street to Lincoln Street. The project includes the installation of a permanent concrete splitter island at the intersection of Polk Street and Public Avenue and upgrading the roadway to include full 12-foot vehicle lanes and 5-foot bicycle lanes. Additional improvements include the installation of 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. These improvements will widen the roadway and eliminate roadside ditches, creating a more navigable corridor for both vehicles and pedestrians/cyclists. These improvements will provide a safer environment and help keep drivers on the road through the installation of curbing and advance warning signs for the curves. The reduction of several roadside hazards to include ditch lines, trees, and utility poles will greatly decrease the risk of injury accidents. Lastly, the installation of larger, retroreflective signs and thermoplastic

crosswalk bars will increase stop compliance at intersections. The design was completed in June 2024 and the project is now ready to be put out to bid for construction, which requires the approval and execution of the State/Local Agreement and the corresponding Resolution. Construction is expected to occur in 2025. This was reviewed by the Administrative Committee on August 26, 2024. The State/Local Agreement required revisions that were not initially expected to be completed until the date of the City Council meeting on September 3, 2024, so the agenda item was to be placed on the Regular Agenda. Since the revised State/Local agreement was received from LHTAC in time to include in the City Council agenda packet, the updated State/Local agreement is attached for approval as part of the Consent Agenda.

ACTION: Approve the State/Local Agreement and the corresponding Resolution for Construction of the Public Avenue Corridor Safety Improvements Project No. A022(402), Key No. 22402.

D. Moscowberfest Alcohol Use Request in Entertainment District - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting their annual Moscowberfest on Saturday, September 28th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This event is now in its fourth year and is stylized in the spirit of fall folk festivals. The applicant anticipates no more than fifteen (15) licensed beer and/or wine vendors, up to fifteen (15) food vendors, and up to fifteen (15) vendors facilitating street games, activities, and competitions such as: face painting, knitting and spinning circle, children's crafts, rubber ninja throwing stars, stein holding, keg lifting, etc. The event has been reviewed and approved as of August 14, 2024. Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, The Moscow Chamber of Commerce + Visitor Center is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration. This was reviewed by the Administrative Committee on August 26, 2024 and recommended for approval.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event.

Kelly moved and Taruscio 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 Kimberly Crimmins to the Moscow Arts Commission. Taruscio moved and Blankenship seconded approval of the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

None offered.

4. Appeal of Board of Adjustment Decision Regarding 414 S. Main Street (ACTION ITEM) - Bill Belknap

On February 12, 2024, Brenda von Wandruszka (Applicant) requested a zoning determination regarding whether administrative offices of New Saint Andrews College could occupy a building currently addressed as 414 S. Main Street which previously was the location of the Moscow Contemporary Art Gallery. The City of Moscow Zoning Administrator issued Zoning Administrator Decision 2024-01 on February 21, 2024, which determined the proposed occupancy would not be permissible under the Moscow Zoning Code. The Applicant requested reconsideration of the decision

on March 1, 2024. On March 21, 2024, the Zoning Administrator issued Zoning Administrator Decision 2024-02 which affirmed the prior decision. On April 15, 2024, the Applicant filed an appeal to the Zoning Administrator's decision in accordance with Moscow City Code (MCC) 4-8-2. The appeal was considered by the Zoning Board of Adjustment on June 11, 2024. The Zoning Board of Adjustment reversed the decision of the Zoning Administrator as documented in their written decision dated June 18, 2024. On June 27, 2024, the Zoning Administrator filed an appeal of the Zoning Board of Adjustment's decision to the City Council in accordance with Moscow City Code 4-8-5. This matter is before the City Council for consideration.

PROPOSED ACTIONS: Council has the following options:

1. Sustain the Decision (in whole or in part)
2. Reverse the Decision (in whole or in part)
3. Remand the Matter to the Board of Adjustment (in whole or in part)

With any of the three options, staff should be directed to prepare a written decision reflecting Council's action.

Belknap introduced the item by providing a background on the issue including a timeline as noted above. He provided the process for appeals stating there are no oral arguments and is based on the record only.

Blankenship said he found in the transcripts that it was clear members on the Zoning Board of Adjustment (BOA) rushed through the process and that ultimately approving would get it off their plate. With that, their decision is arbitrary and thus, he argues that moving the offices does constitute an expansion of the college which is in violation of the Moscow City Code.

Parker agrees the decision was not supported by substantial evidence. It was an exercise to pass it onto the city council. It is not well substantiated in relation to the code.

Davis said with the duty of a council member he has been diligent in reading the record. Based on the BOA decision, he felt it was rushed. The BOA debated on how to proceed and that they wanted it to go before the City Council.

Kelly said she agreed in full with Davis, Parker and Blankenship. The BOA wasn't ready to make a decision and it seemed haphazard. It felt like they weren't ready to make a decision which makes it arbitrary.

Taruscio felt the same, that they were at a point where they just wanted to send it to City Council. At the basic level, the use of second floor offices is supportive of the university. The decision the BOA made was not substantiated by any evidence. She supports reversing the decision in whole.

Lewis said she agrees with Taruscio and as the code stands, the zoning administrator recommendation is what she would like to uphold.

Blankenship read from the BOA minutes of June 11, 2024 in part, where a board member states they aren't sure it is the right decision, which shows their motion and vote was arbitrary. Davis believes there are blanket statements throughout the testimony. With his background in zoning and working with other jurisdictions, he feels the administrator is concise and clear.

Davis moved to reverse the decision by the BOA in whole. Blankenship seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Davis directed staff to draft a written decision stating the Council felt the BOA decision was arbitrary and the zoning administrators decision #2024-02 was complete and in alignment with the zoning code and

that the written decision be reviewed and ratified at the next council meeting.

5. Idaho Revolving Loan Fund Supplemental Revenue Bond Ordinance (ACTION ITEM) - Bill Belknap

In 2019, the City applied for and received an additional \$4.3 Million in low interest Revolving Loan Fund (RLF) funding from the Idaho Department of Environmental Quality (DEQ) and entered into a loan agreement with DEQ as approved by Council Resolution 2019-22. All the original identified projects are now complete, and the City is ready to convert the construction funding to permanent bond financing. DEQ will be the sole purchaser of the bonds through the State RLF program. The bonds will have a term of 20 years and an interest rate of 2.25%. The City's bond counsel has prepared a supplemental bond ordinance providing for the sale of the bonds for Council approval. This was reviewed by the Administrative Committee on August 26, 2024, and recommended for approval.

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

Belknap explained that in 2014, the City received judicial confirmation that allowed the City to incur debt without voter approval for three water system improvements that were intended to achieve compliance with specific Idaho Department of Environmental Quality (DEQ) water system requirements. The City's water production system is required to have adequate water source redundancy to meet the City's domestic demands after the removal of the City's highest-producing well. The City's six water pressure booster stations were incapable of delivering the required fire flows. After receiving judicial confirmation, the City applied for and received \$4.3 Million in funding from DEQ's Revolving Loan Fund (RLF). The City commenced with the design and construction of the initial phase (Phase 1) of the improvements which included drilling Well #10 and the construction of three of the six booster stations (Vista, Taylor, and White). Upon completion of the Phase I improvements, the initial \$4.3 Million in funding was exhausted. The improvements from the 2019 funding mentioned above are now complete, and the City is ready to convert the construction funding to permanent bond financing.

Kelly said the Administrative Committee heard this item and if it hadn't been an ordinance it would have been put on the consent agenda. She 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 2024-15 by title:

A SUPPLEMENTAL ORDINANCE OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S WATER REVENUE BOND, SERIES 2024, IN THE PRINCIPAL AMOUNT OF \$4,300,000 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2024 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING NET REVENUES FOR PAYMENT OF THE SERIES 2024 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2024 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

6. City Supervisor Title Amendment Ordinances (ACTION ITEM) - Bill Belknap

The City of Moscow established the position of Administrative Assistant for the City of Moscow in 1959 through Ordinance 1001, passed on April 6th, 1959. The position as described in 1959, included

keeping an inventory of all City property, acting as the City's purchasing agent, preparing the annual budget, serving as public relations officer, attending City Council meetings, overseeing all department operations, and long-range planning for the City, all under the supervision of the Mayor. At the Council meeting of May 14, 1959, Clair Inghram was appointed as the first person to occupy the newly created position, but the title that was utilized at the time of the appointment, as reflected in the meeting minutes was City Supervisor. Over the years the City amended Chapter 4 of Title 2 to formally change the title to City Supervisor in code. The title of City Supervisor is not commonly used in the public administration profession and there are no other similar positions within the State of Idaho. Pullman Washington was one of the few cities that retained the title of City Supervisor until a few years ago when they changed the title of City Supervisor to City Administrator, which is the common title utilized throughout Idaho and the nation. Staff is proposing to retain all duties and responsibilities, but to change the title of the position to City Administrator. This recommendation was reviewed and approved by the Mayor and Council President and Vice President, and staff have prepared an ordinance to first amend Title 2, Chapter 4, and a second Ordinance to change all other City code references that has the title of City Supervisor to City Administrator. The proposal is before the full Council for consideration. This was reviewed by the Administrative Committee on August 26, 2024, and recommended for approval.

PROPOSED ACTIONS:

1. Approve the Ordinance amending Title 2, Chapters 5 and 14, 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.
2. If the prior Ordinance is approved, recommend approval of the Ordinance amending all City Code references to City Supervisor and Deputy City Supervisor 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. As the Administrative Committee heard this item, the Council had no questions. Parker moved to approve the Ordinance amending Title 2, Chapters 4 and 14, under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-16 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 2, CHAPTER 4, AND TITLE 2, CHAPTER 14; PROVIDING FOR THE CHANGE OF TITLE FROM CITY SUPERVISOR TO CITY ADMINISTRATOR AND PROVIDING FOR THE AMENDMENT OF THE TITLE, DUTIES, AND RESPONSIBILITIES OF THE OFFICE OF DEPUTY CITY SUPERVISOR; 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.

Kelly moved to approve the Ordinance amending all City Code references to City Supervisor and Deputy City Supervisor under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2024-17 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE

STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TO CHANGE ALL REFERENCES OF CITY SUPERVISOR TO CITY ADMINISTRATOR AND DEPUTY CITY SUPERVISOR TO DEPUTY CITY ADMINISTRATOR; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

REPORTS

City Council

Moscow Tree Commission – Taruscio reported the Commission discussed the seedlings that will be given out on September 28. Information will be in the utility billing newsletter on how to plant your seedlings. A new species of tree will be named after Pam Brunsfeld.

Associated Students, University of Idaho – Parker said it was great to see the new group of students and their excitement. Martha Smith is the new president.

Moscow Pathways Commission – Davis said the walking tour will take place September 17.

Planning and Zoning Commission – Blankenship reported the Commission has reviewed subdivision plats and PUD's and they should be to Council in a few weeks.

Human Rights Commission – Blankenship said September is inclusive community's month with "United Against Hate" forum on September 16. Braver Angels workshop is which is a meaningful dialogue with those you may not agree with is being put together.

SMART Transit – Lewis said the group is closing the first round of the executive director interviews. Council members spoke on other meetings and events they attended.

Mayor

The Mayor said he attended Pride Day and the healing garden dedication. The Airport Board is looking for people with visions and ideas to sit on a strategic plan committee.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 7:52 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 16, 2024



AGENDA ITEM TITLE

Disbursement Report August 2024 - 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

The Public Works/Finance Committee received the report and approved the disbursements as presented.

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Accept 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

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	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 ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		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	110121-110196	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 16, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Laurie Hopkins, City Clerk

ADDITIONAL PRESENTER(S)

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

This was reviewed by the Public Works/Finance Committee on September 9, 2024 and recommended for approval.

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the waiver 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,

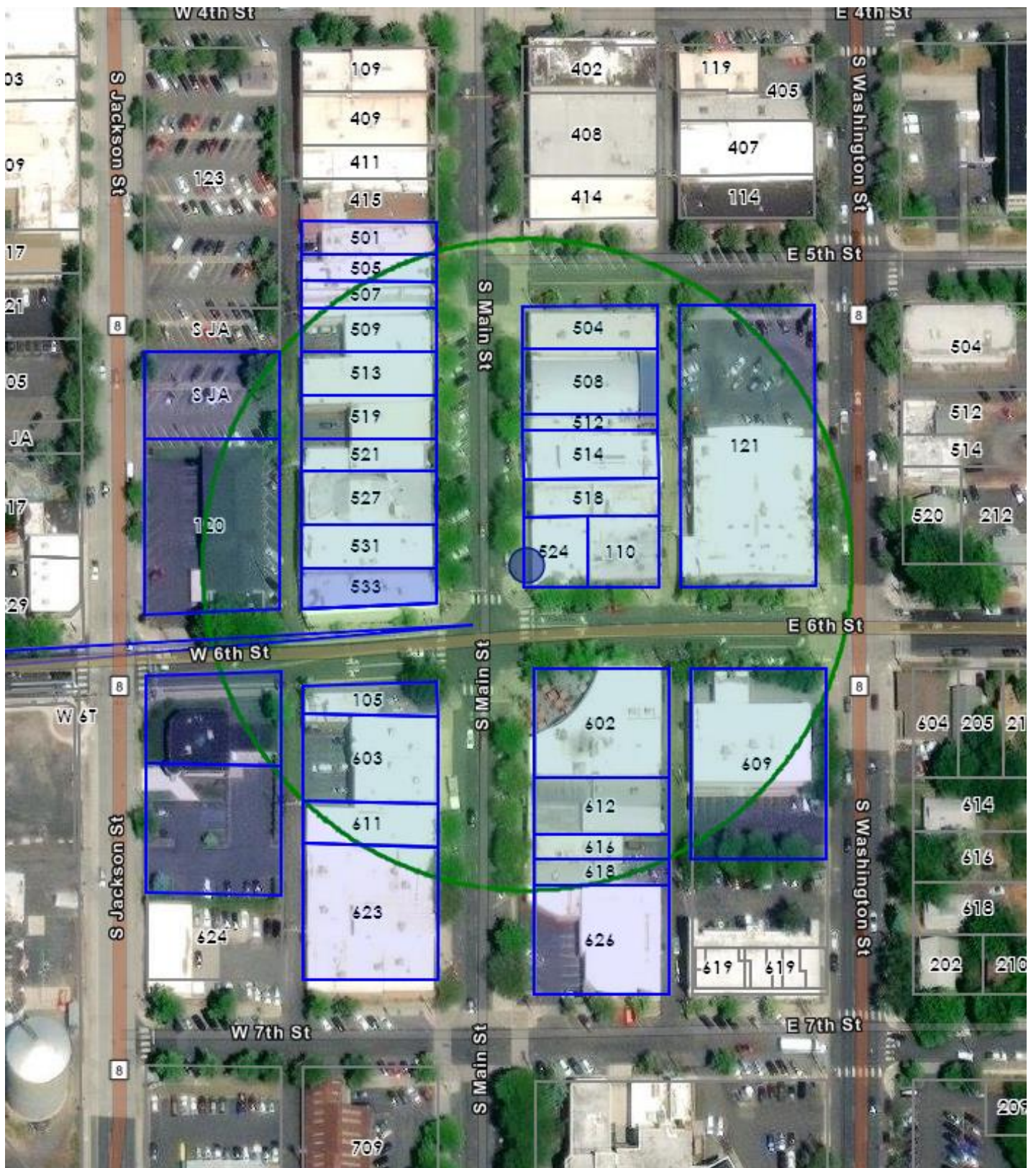
We are seeking a waiver of the state of Idaho 300' from a church or school requirement for the new location of Neat.

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



47 Indoor Seats
22 Outdoor Seats

Entrance/Exit

Outdoor Seating

Barrier

Chairs and Couch

Outdoor Seating

Barrier

License Display

Liquor cabinet

Bar/Service Area

Customer Bathrooms

Storage Beer/Wine

Wine Storage

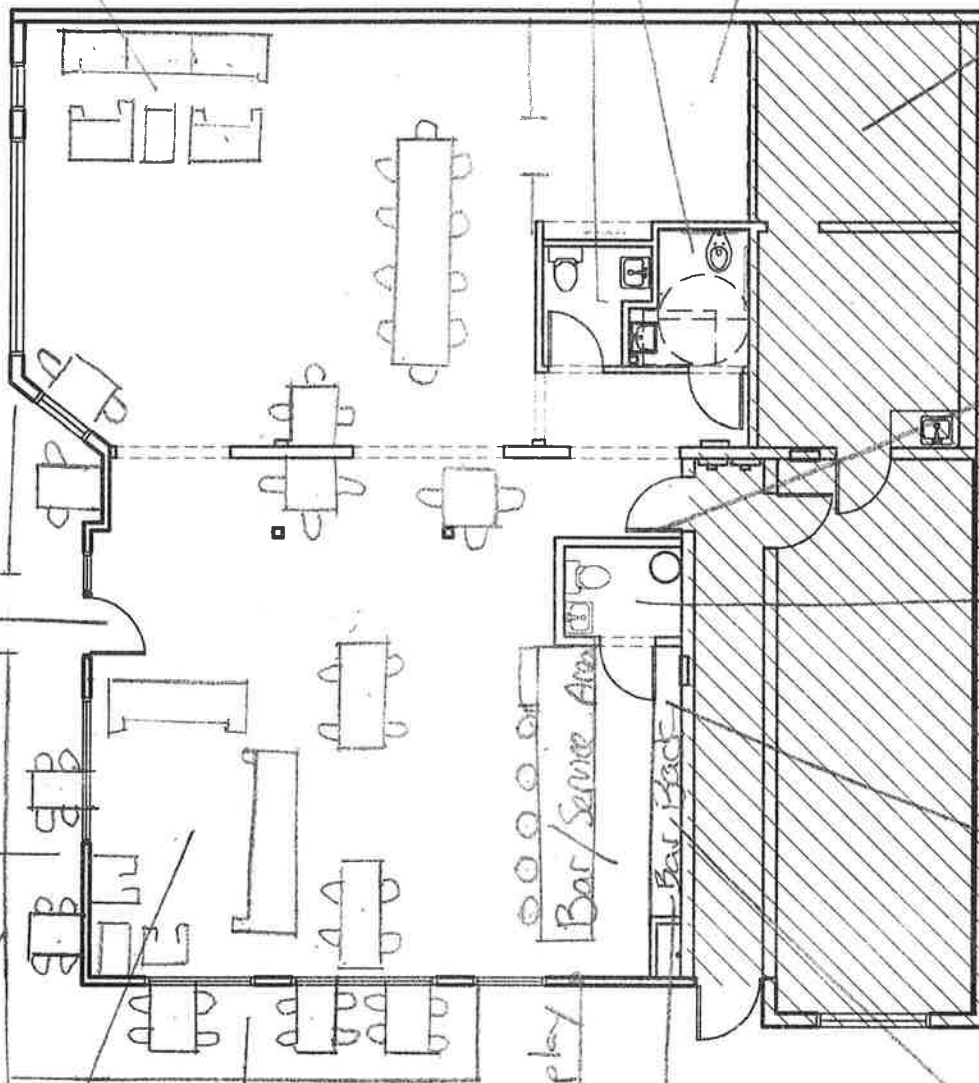
Beer Refrigerator

Employee Bathroom

Locked Door

Adjacent Space Not Licensed

Chairs and Couch



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 16, 2024



AGENDA ITEM TITLE

Proposed Lot Line Adjustment at 702 and 718 Public Ave - 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. This was reviewed and recommended for approval by the Public Works and Finance Committee on September 9, 2024.

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the lot line adjustment request 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 Lowery 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 HMM 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.

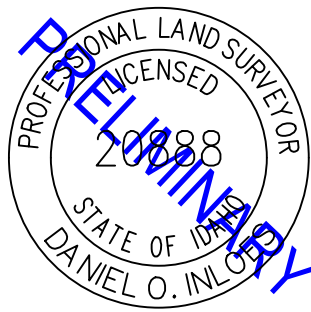
LEGEND:

- 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:



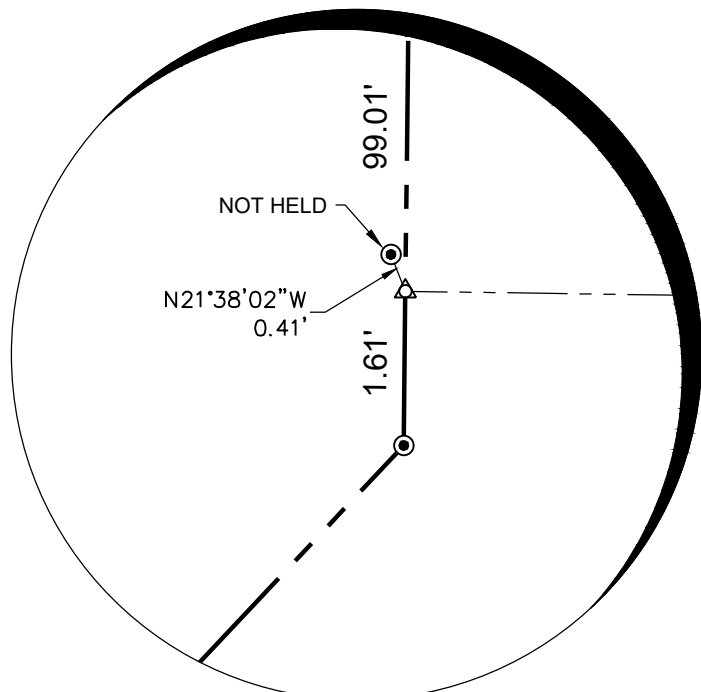
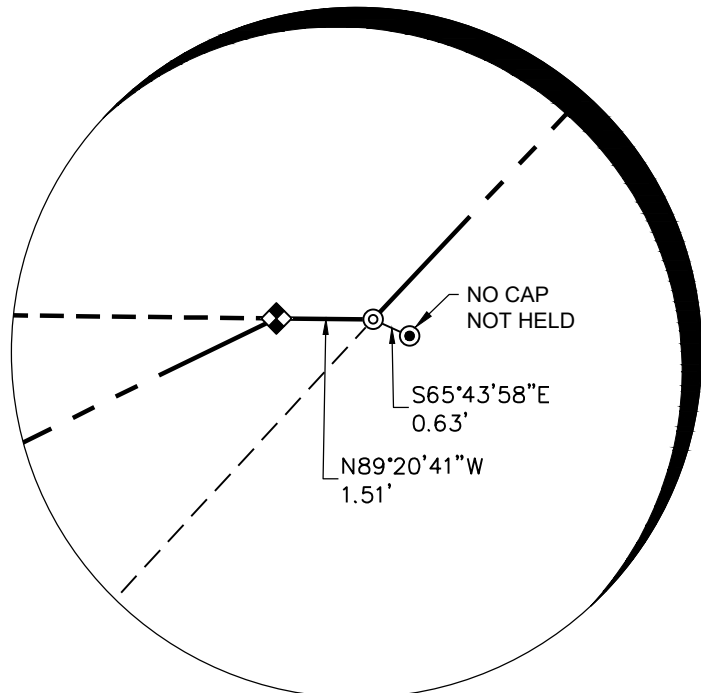
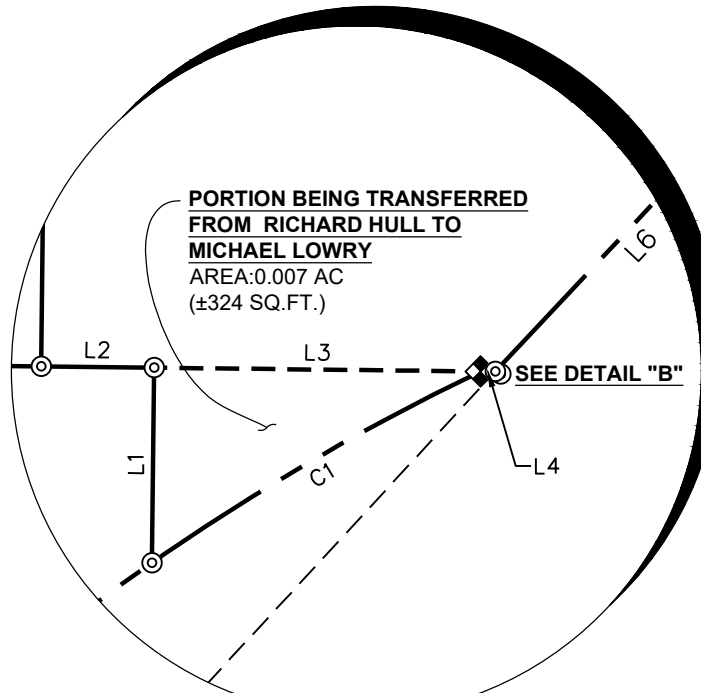
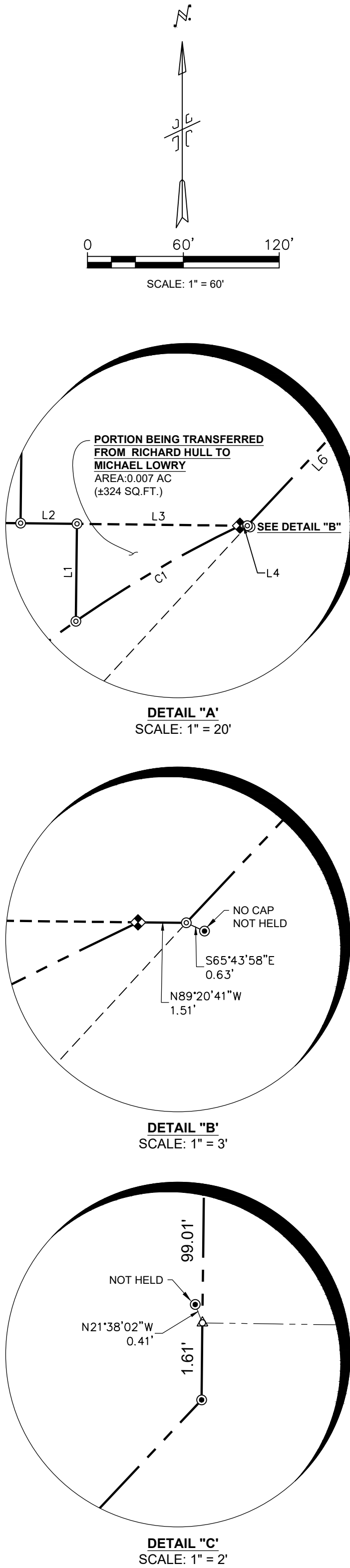
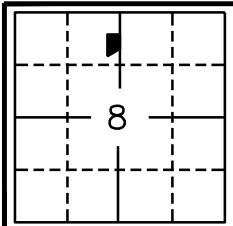
8.13.2024
DATE:

PN:S24115

PAGE 1 OF 1

RECORD OF SURVEY
for
MIKE LOWRY & RICHARD AND DANA HULL

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



Line Table		
Line #	Length	Direction
L1	20.31	N0°38'08"E
L2	11.74	S89°20'41"E
L3	34.02	S89°20'41"E
L4	1.51	N89°20'41"W
L5	45.34	S37°37'26"W
L6	40.05	S43°14'50"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	39.65	245.00	9°16'24"	39.61	S59°48'45"W
C2	75.05	245.00	17°33'07"	74.76	S46°24'00"W
C3	54.94	195.00	16°08'30"	54.75	S45°41'41"W

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

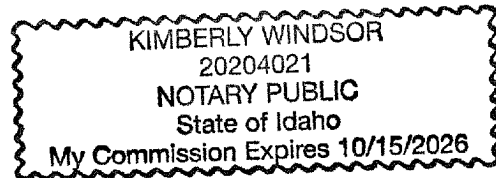
STATE OF IDAHO
COUNTY OF LATAH

)
) 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: Moscow
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.

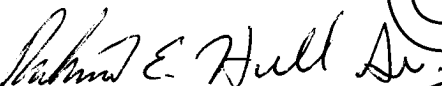
IN WITNESS WHEREOF, GRANTORS has hereunto set their hands and seals this 8th day of December, 2023.

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.

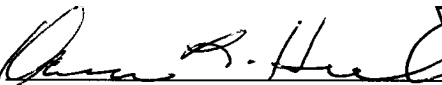
I, Dana L. Hull, certify under penalty of perjury of the law of the State of Idaho, that the foregoing is true and correct and that I am bound by this conveyance.

GRANTORS

Richard E. Hull Sr. and Dana L. Hull



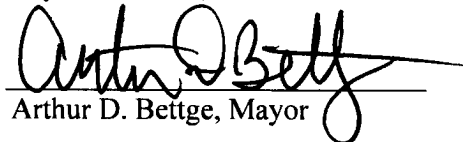
Richard E. Hull Sr.



Dana L. Hull

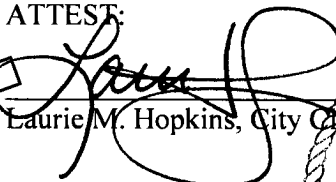
GRANTEE

City of Moscow, Idaho

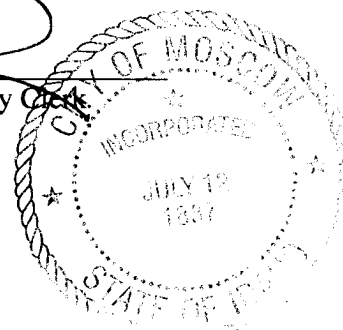


Arthur D. Bettge, Mayor

ATTEST:



Laurie M. Hopkins, City Clerk

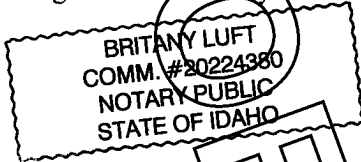


632321

ACKNOWLEDGEMENTS

STATE OF Idaho)
) ss.
 County of Latah)

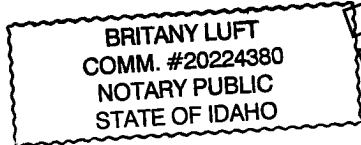
On this 8th day of December, 2023, before me, the undersigned, a Notary Public, in and for said State, personally appeared Richard E. Hull Sr., known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged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

596500 *[Signature]*

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.

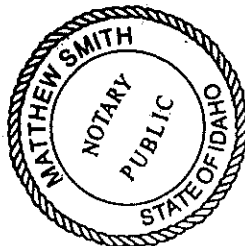
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

[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

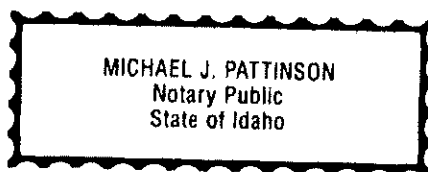
By: Kathy Hendrix
Kathy Hendrix
Personal Representative

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.



[Signature]
 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

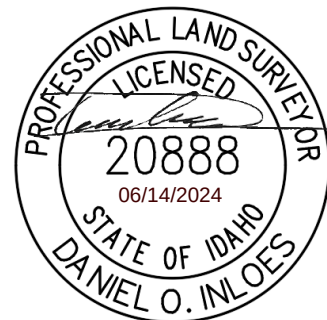




EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL "C"

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 16, 2024



AGENDA ITEM TITLE

Replat of Lot 12 and Lot 13, Block 3 of the Quail Run Addition Final Plat - 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. The Public Works/Finance Committee reviewed this item at their September 9, 2024 meeting and recommended approval.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve 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

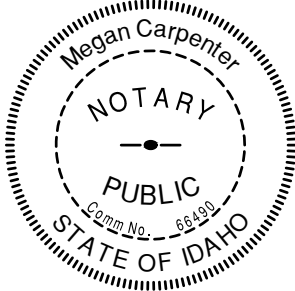
ACKNOWLEDGMENTS

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

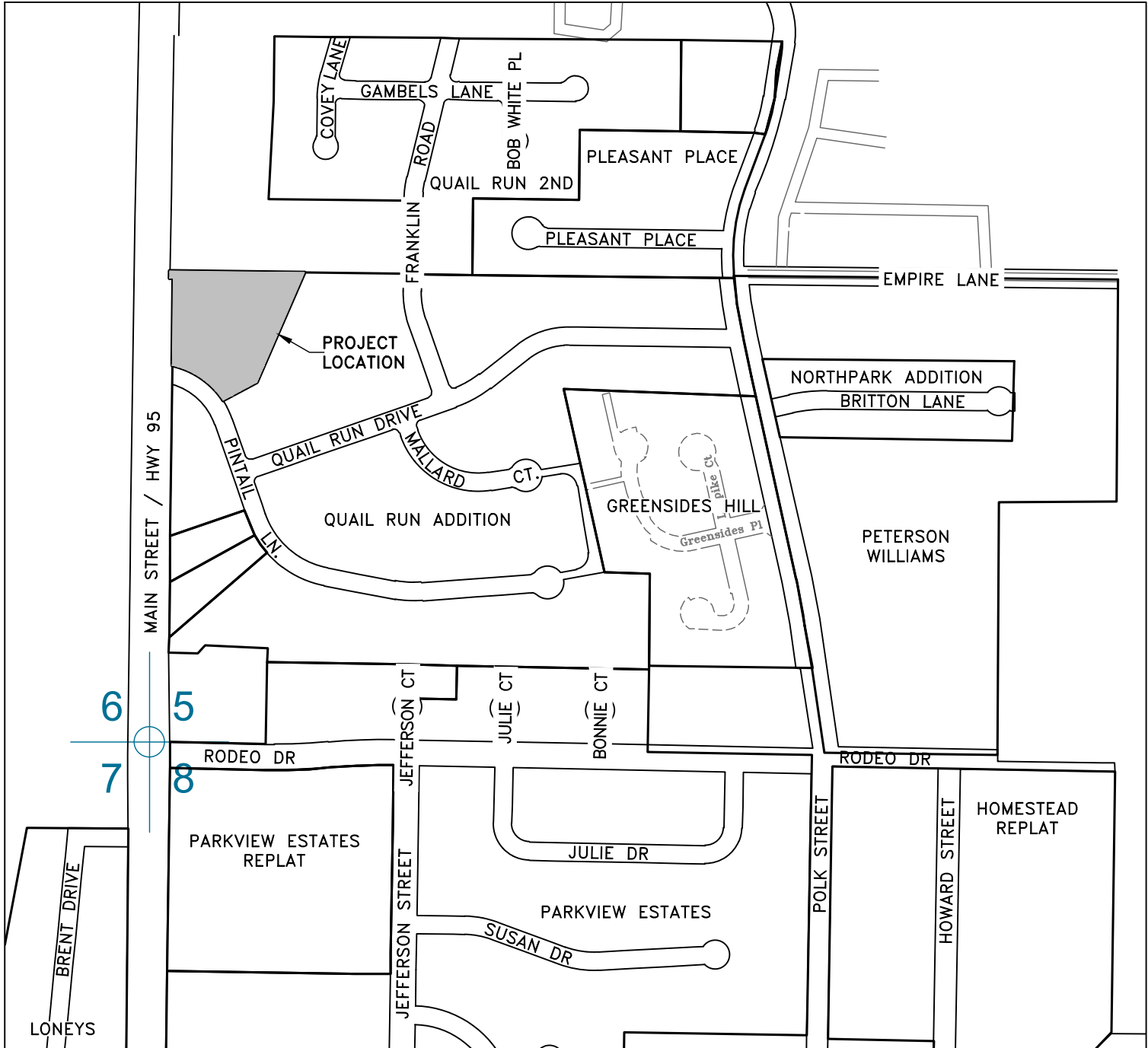
I hereby certify that taxes and assessments on property shown hereon have been paid for 2023 and preceding years as of this _____ day of _____, 2024.

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.

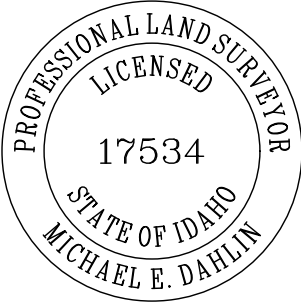
Public Health - Idaho North Central District, _____ Date
Senior Environmental Health Specialist



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

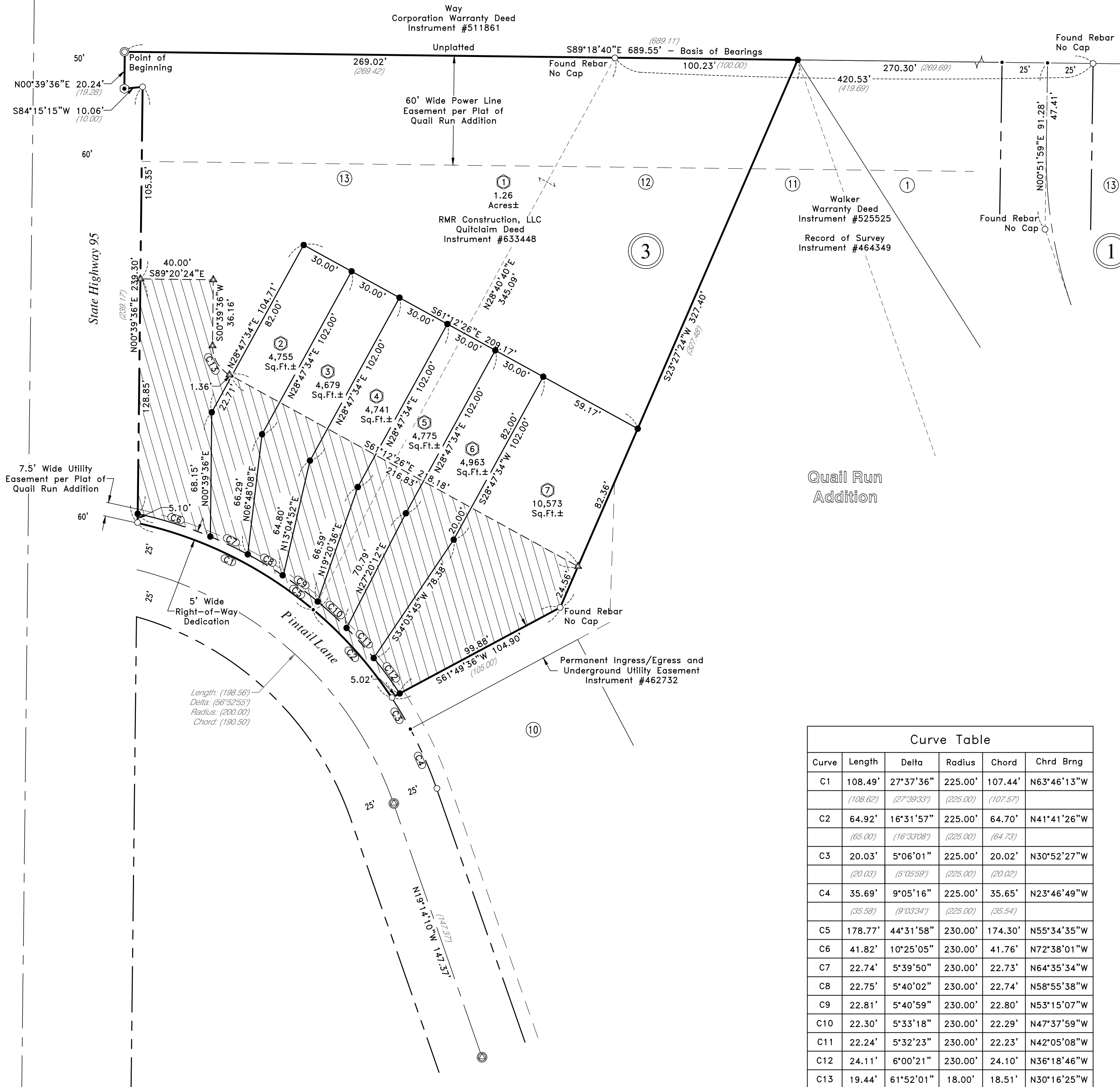
Replat of Lots 12 & 13 of Block 3
of Quail Run Addition to the City of Moscow
Latah County, Idaho

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

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

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.

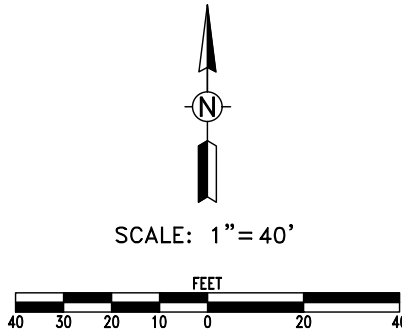
Surveyor Narrative

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' (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



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

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

Wahlgren & Associates, Inc.
Surveyors - Planners - Landscape Architects
Engineers - Foresters - Environmental Scientists

RIM ROCK CONSULTING, INC.
Lead Surveying
Site Mapping
Photogrammetry

120 WEST 23rd STREET, SUITE 200, MOSCOW, IDAHO 83843-2605 (208) 882-3529 www.rimrockconsulting.com

PROFESSIONAL LAND SURVEYOR
LICENSED SURVEYOR
PLS 17534
MICHAEL E. DRYDEN

**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: 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

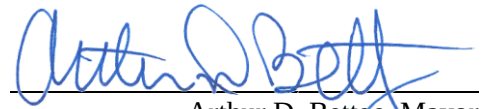
SMART Transit – Lewis said they are talking about cobranding with Joe Vandal to promote use by students.

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.

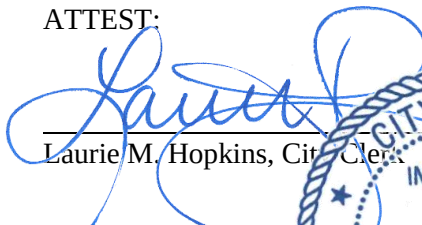
ADJOURN

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:

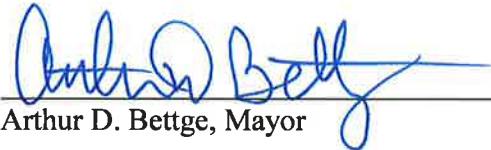
II. RELEVANT CRITERIA AND STANDARDS

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 16, 2024



AGENDA ITEM TITLE

Wildrose Court PUD Addition Development and Monumentation Agreements - 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. This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve 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

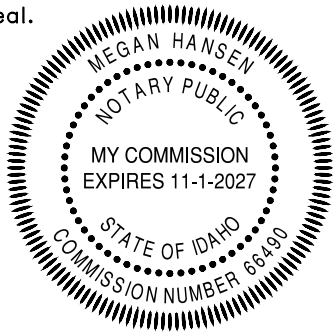
Acknowledgment

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

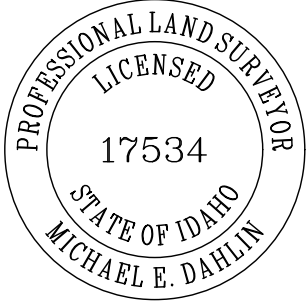
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

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

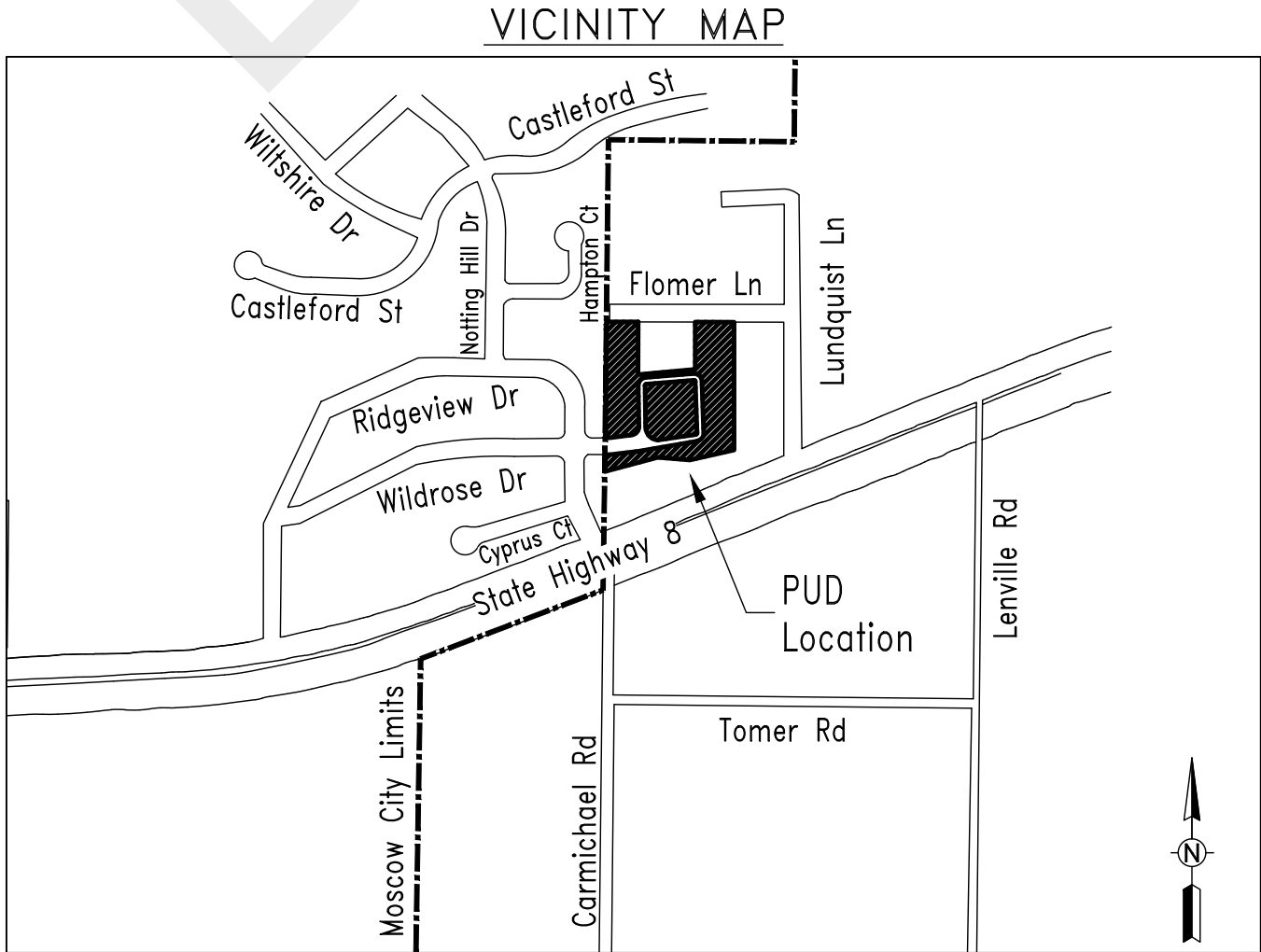
SURVEYOR'S CERTIFICATE

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.

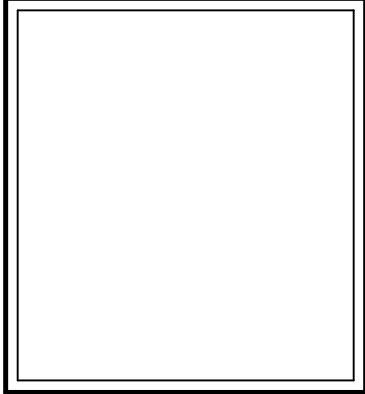
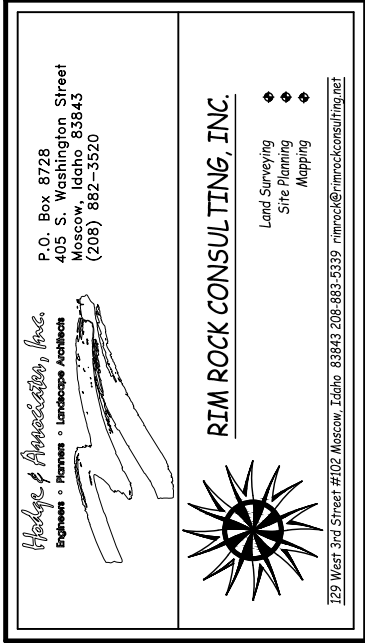
Witness my hand and seal this _____ day of _____, 2024.



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

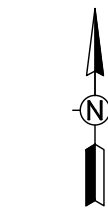
- Found Monument as Described
- Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
- Found 1" Iron Pipe, Leaning, Shot at Base
- Found 5/8" Diameter Rebar w/Yellow Plastic Cap Stamped "HEDCO, Inc. PE/LS 2102" or as Described
- Found 1/2" Diameter Rebar, No Cap
- Calculated Position
- Found Centerline 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

NO. _____ AT THE REQUEST OF:

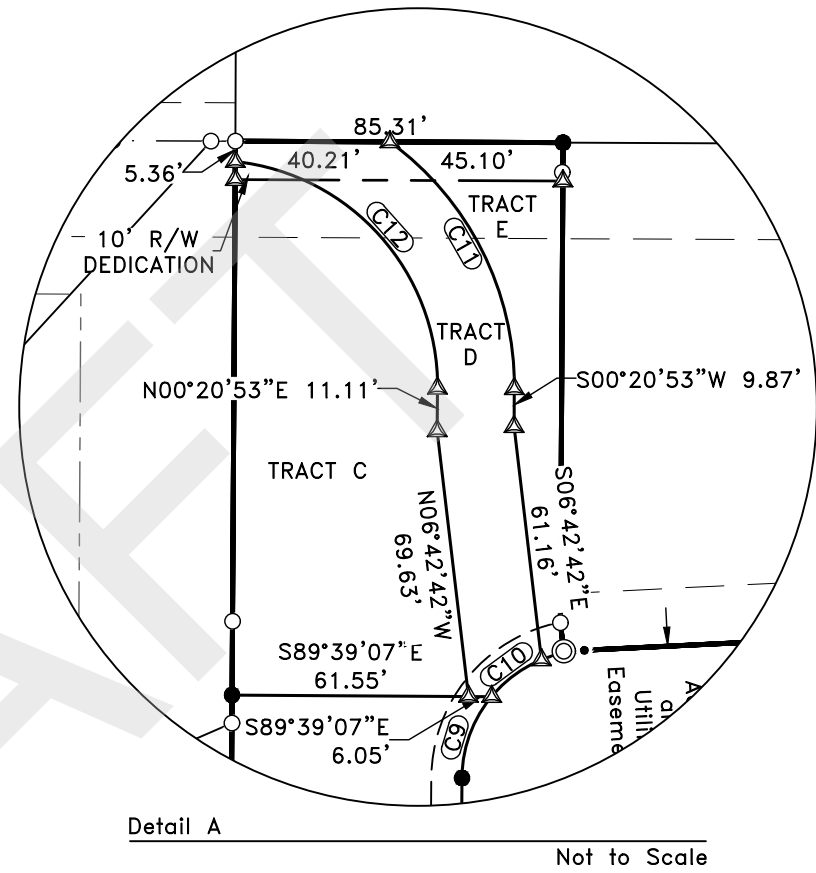
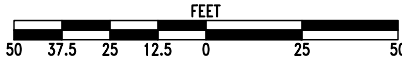
DATE & HOUR: _____

JULIE FRY
LATAH COUNTY RECORDER

FEE \$ _____ BY _____



SCALE: 1"=50'



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

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

**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 16, 2024



AGENDA ITEM TITLE

Replat of Lots 12 and 13, Quail Run Addition Development and Monumentation Agreements - 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. This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve 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

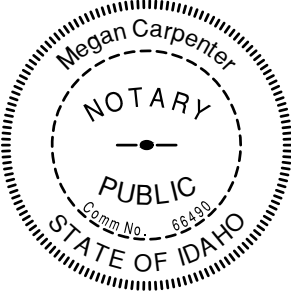
ACKNOWLEDGMENTS

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.

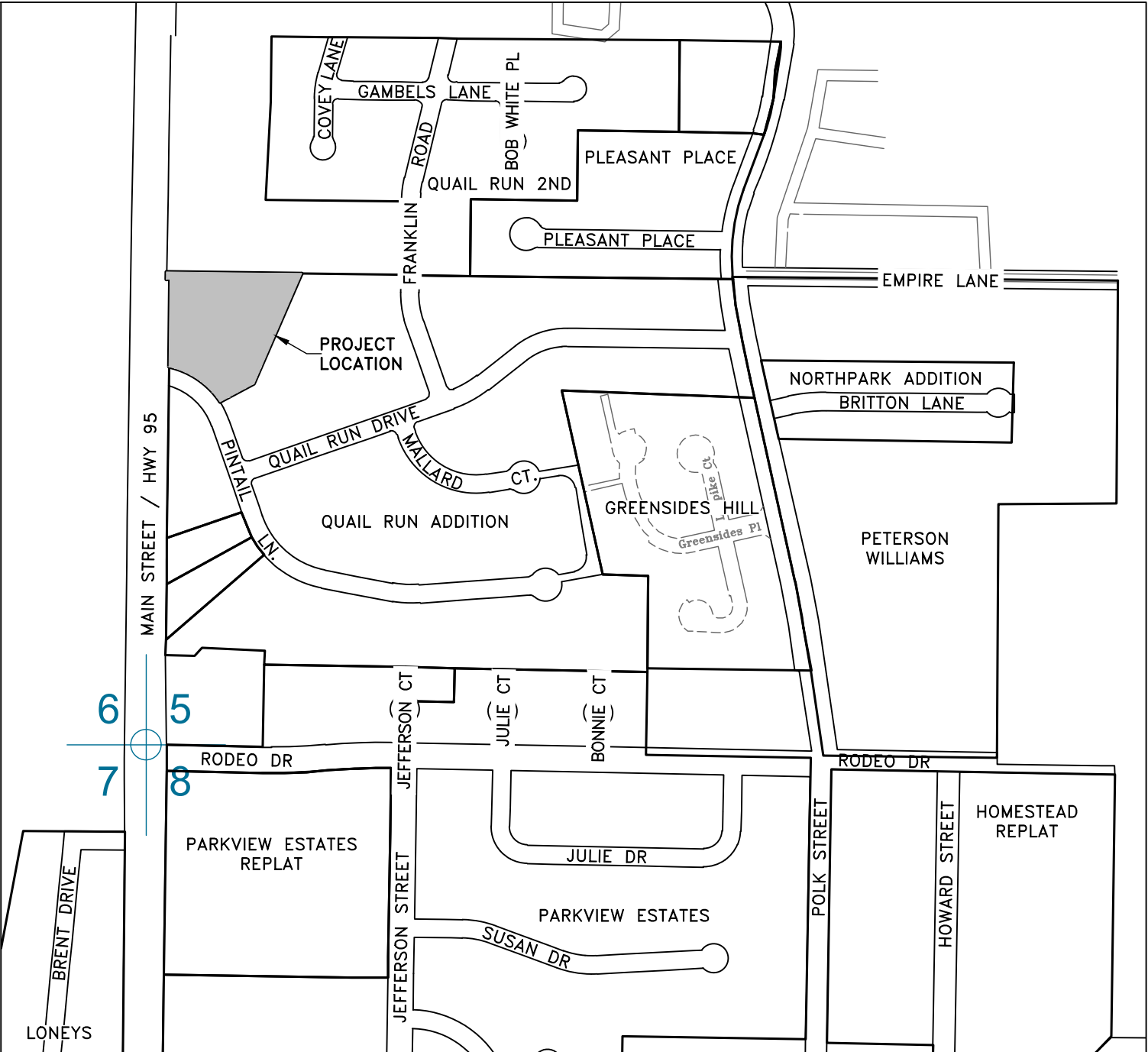
Latah County Treasurer

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

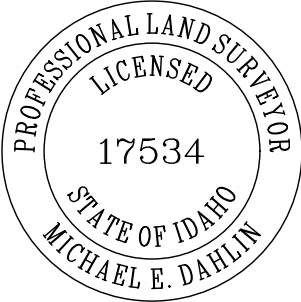
Date



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

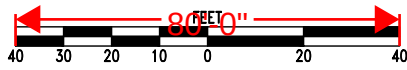
1. The purpose of this survey was to locate, monument and map the boundaries of Lots 12 and 13 of Block 3 of Quail Run Addition, Instrument #464349, and to Replat said Lots into 7 new Lots, as shown hereon.
2. The north line of Quail Run Addition was located to establish the Basis of Bearings and primary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



SCALE: 1"=40'



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

**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”);

WITNESSETH:

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 16, 2024



AGENDA ITEM TITLE

Woodbury 1st Addition Development Agreement Amendment - 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. This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

REVIEWED BY

This item was reviewed by the Public Works/Finance Committee on September 9, 2024 and was recommended for approval.

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve 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:

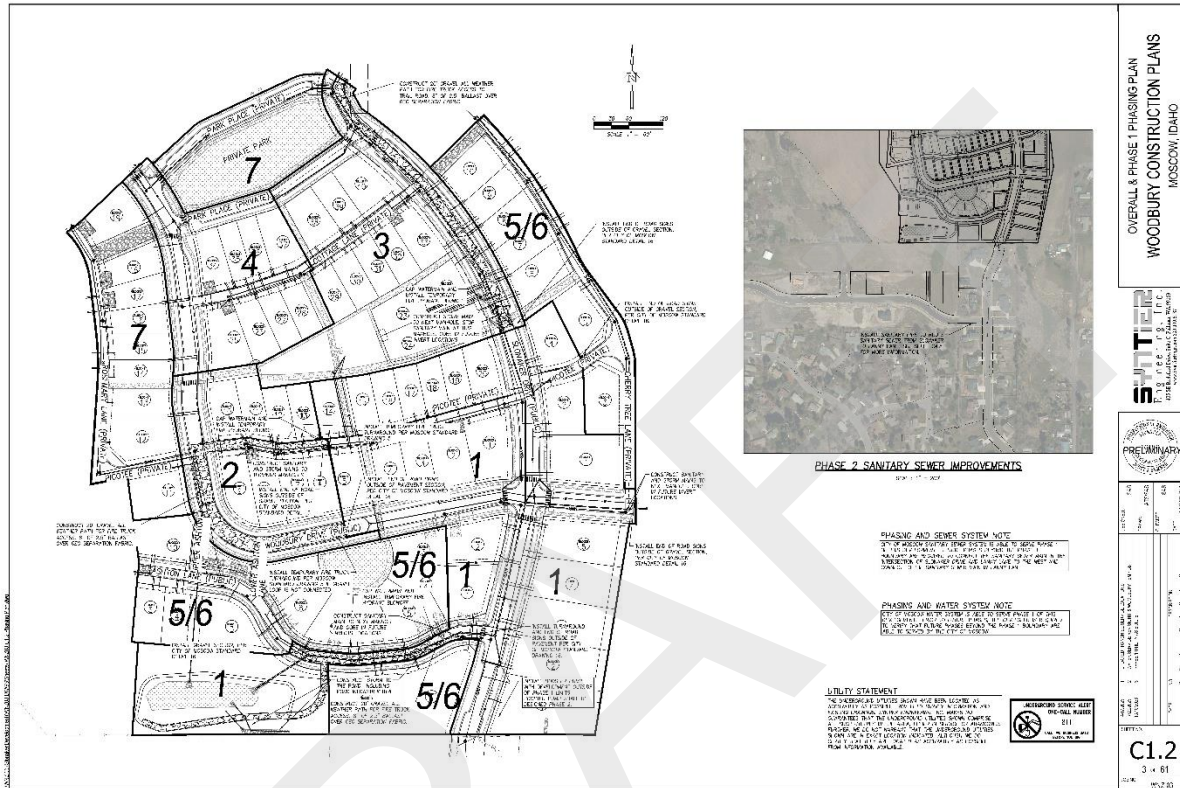
Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in the following seven (7) Phases, reflected in Attachment “C”.

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".

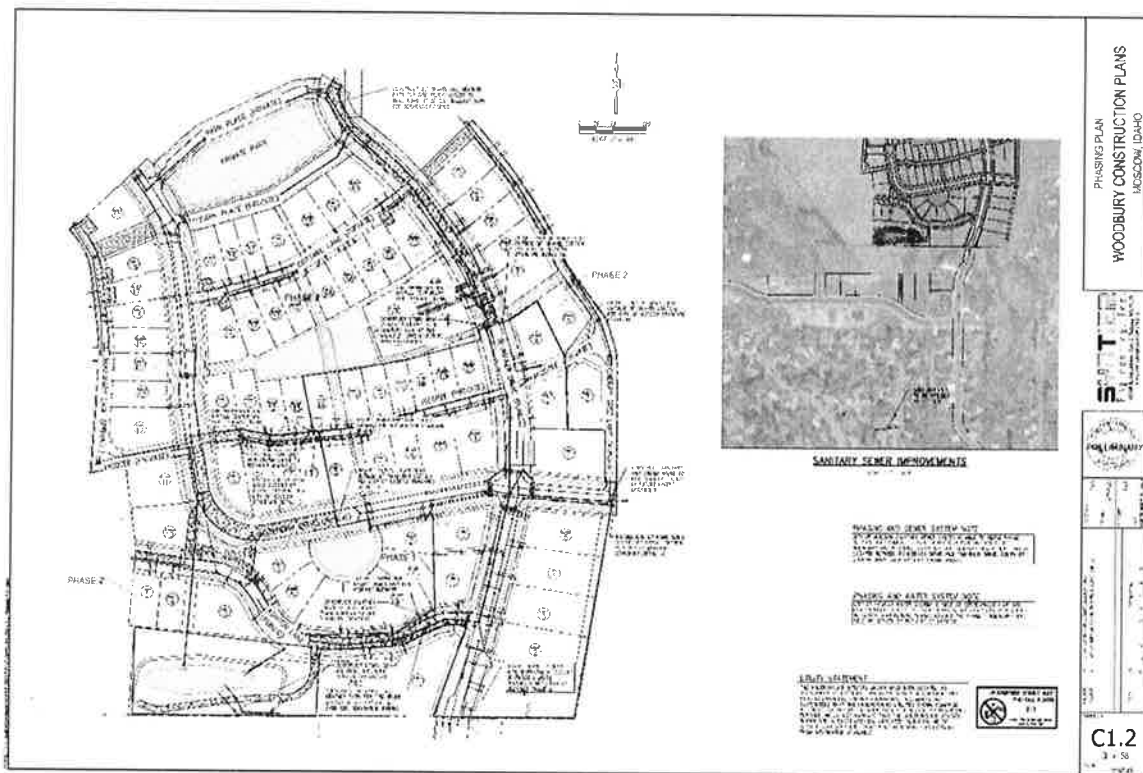
1. Phase I – Completion of the Mountain View Road turning lane and Mountain View Road widening and public improvements described in Section II. B and C of this Agreement. Additionally, all public improvements and appurtenances shown as Phase I on the Phasing Plan included as Attachment "C", and as required 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

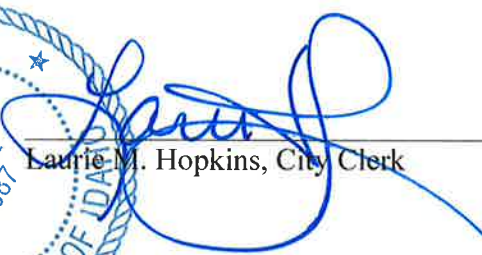
CITY:

City of Moscow, Idaho


Mark Wintz, Manager


Arthur D. Bettge, Mayor

ATTEST:

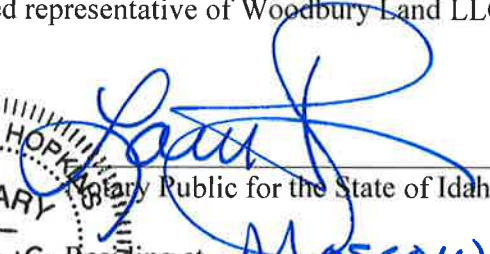

Laurie M. Hopkins, City Clerk

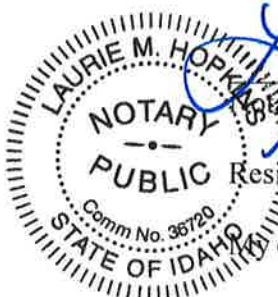


ACKNOWLEDGMENT

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"

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

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

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

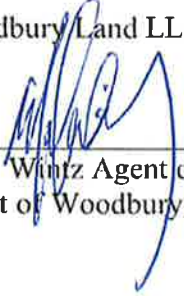
XIX. UNDERSTANDING.

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
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Council Member

• • • • •

Bill Belknap
City Supervisor

• • • • •

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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

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Attachment A

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September 14, 2022

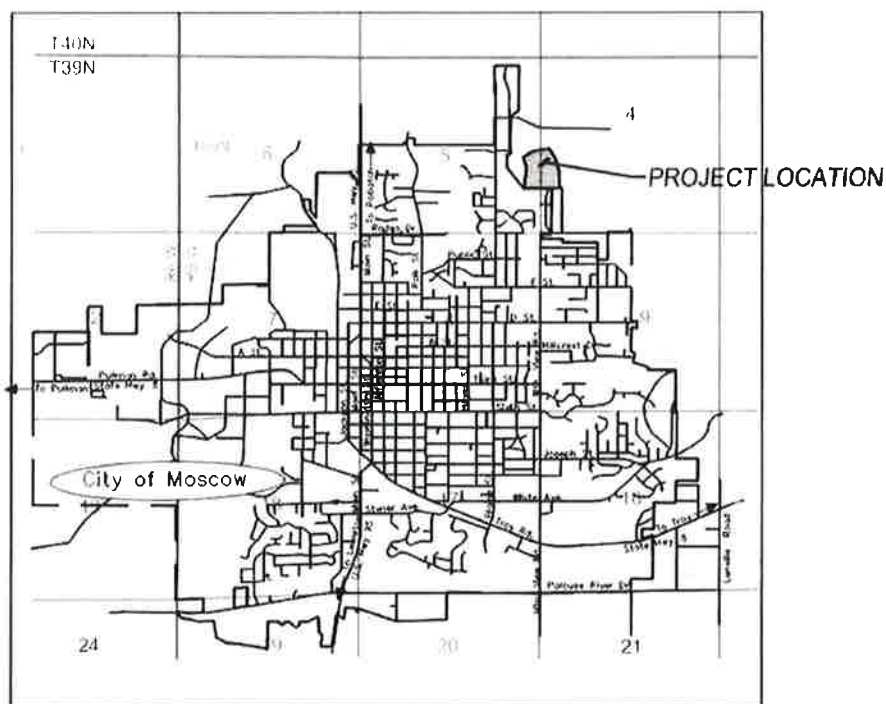
Mark Wintz
Woodbury Land LLC
1004 Dairy Lane
Moscow, ID 83843

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



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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

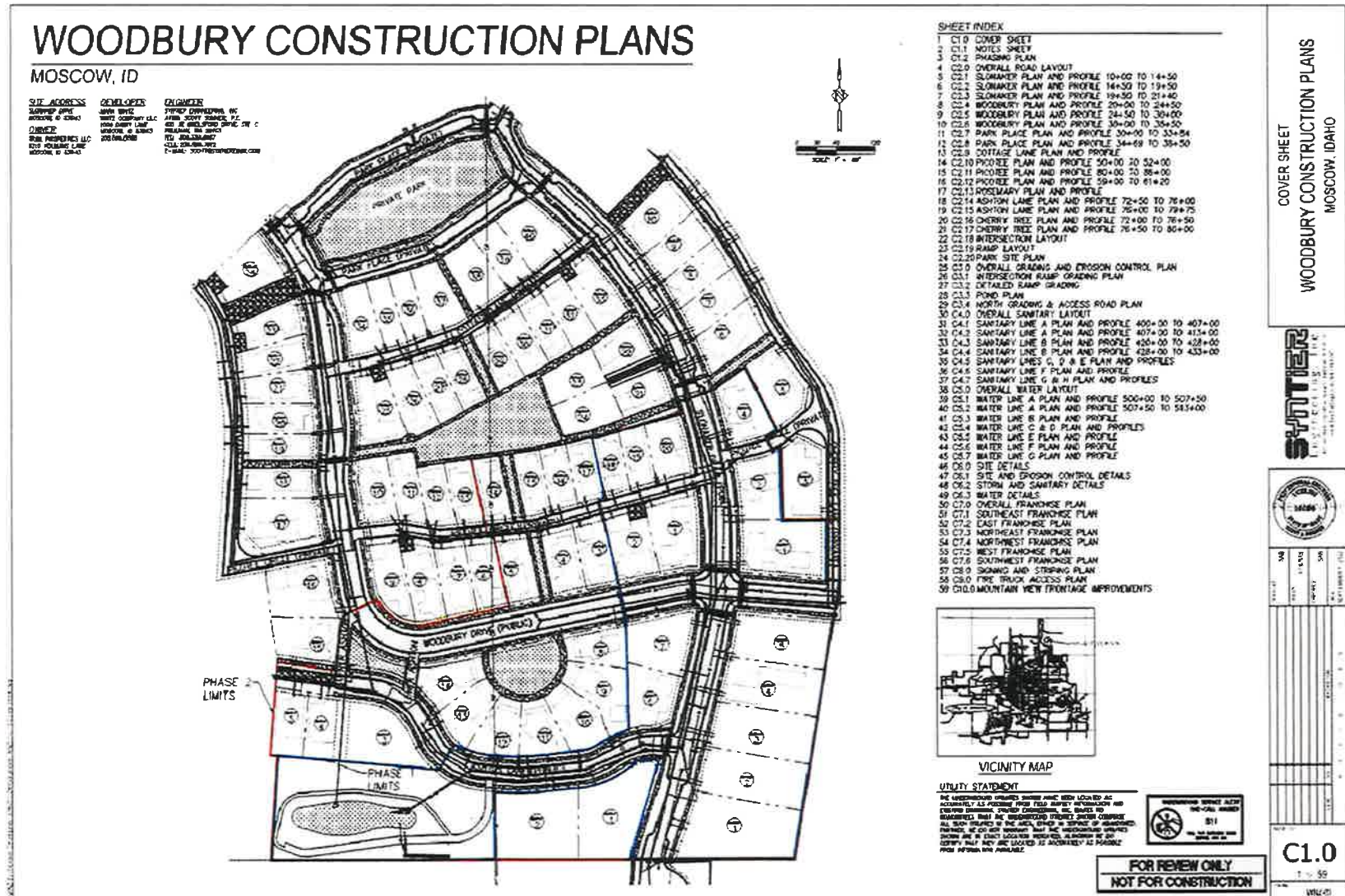
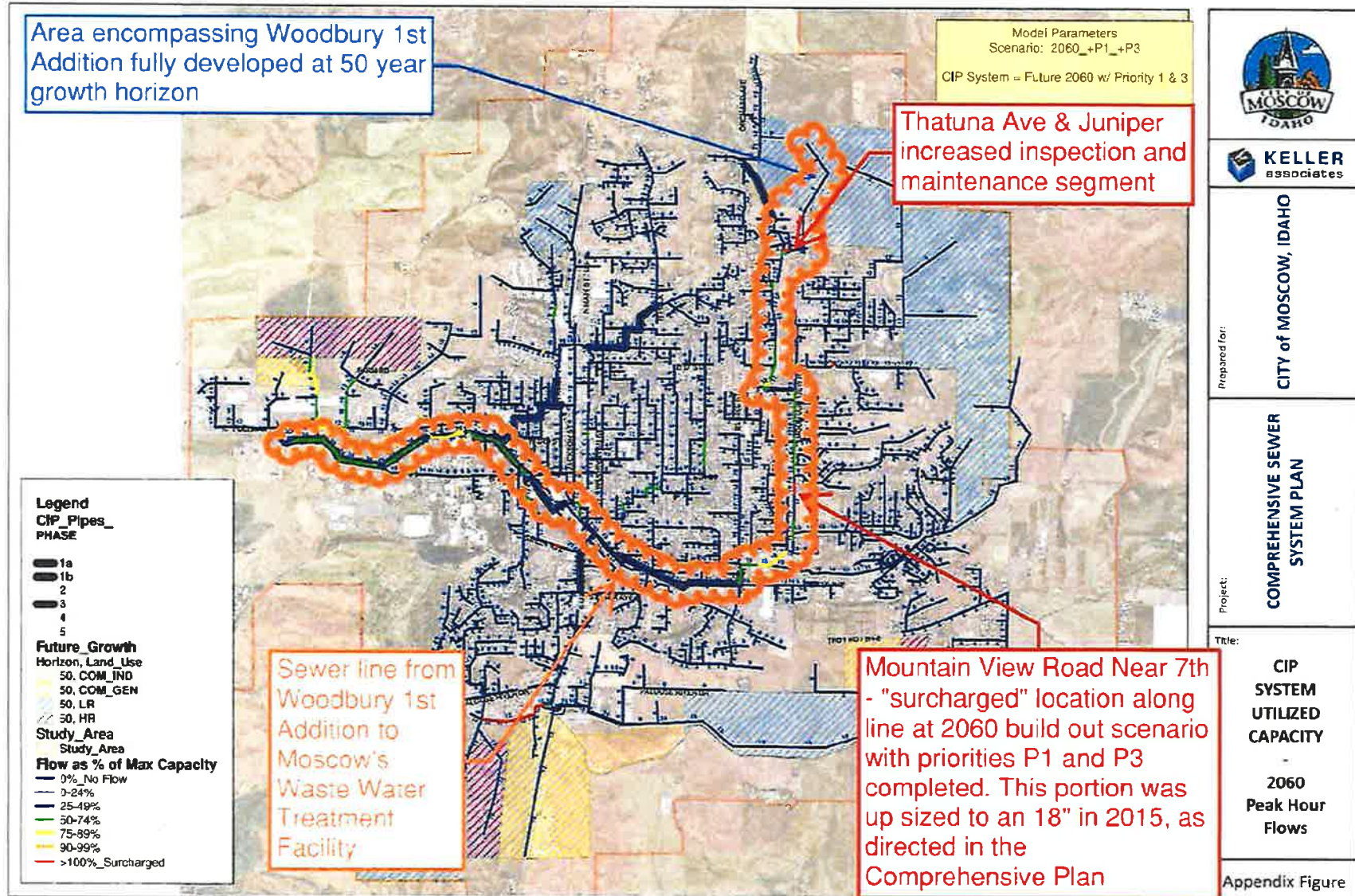


Figure 3: CSSIP 50 Year Growth Horizon with Priorities Impacting the Logos Property Identified



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

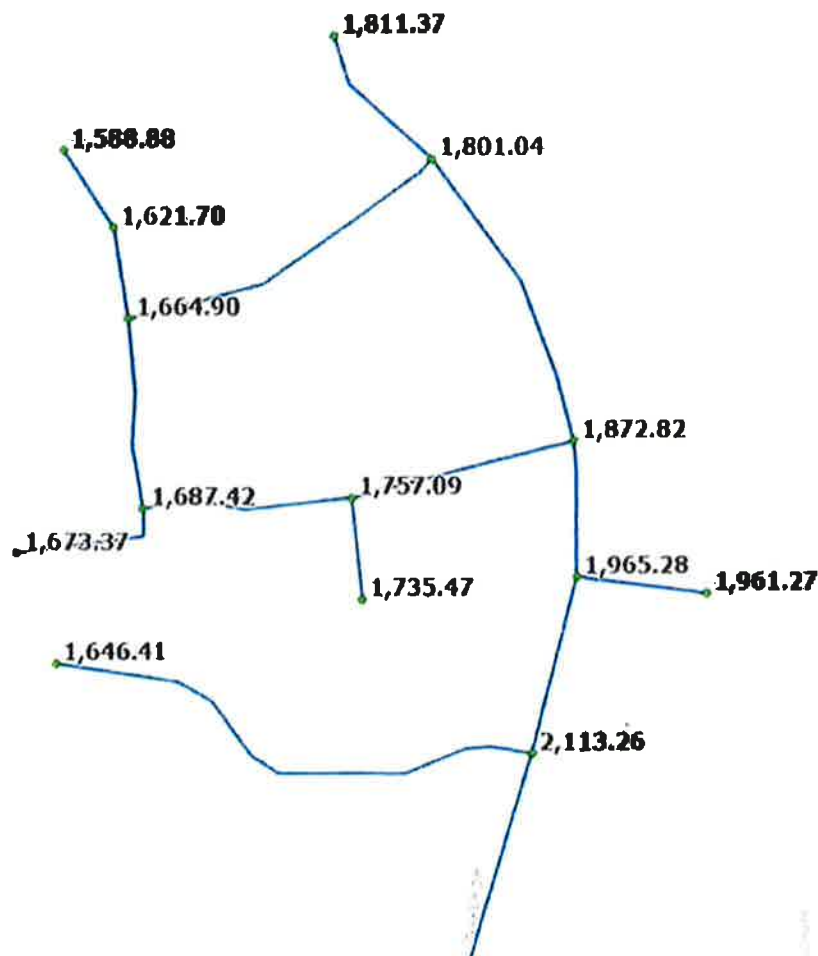
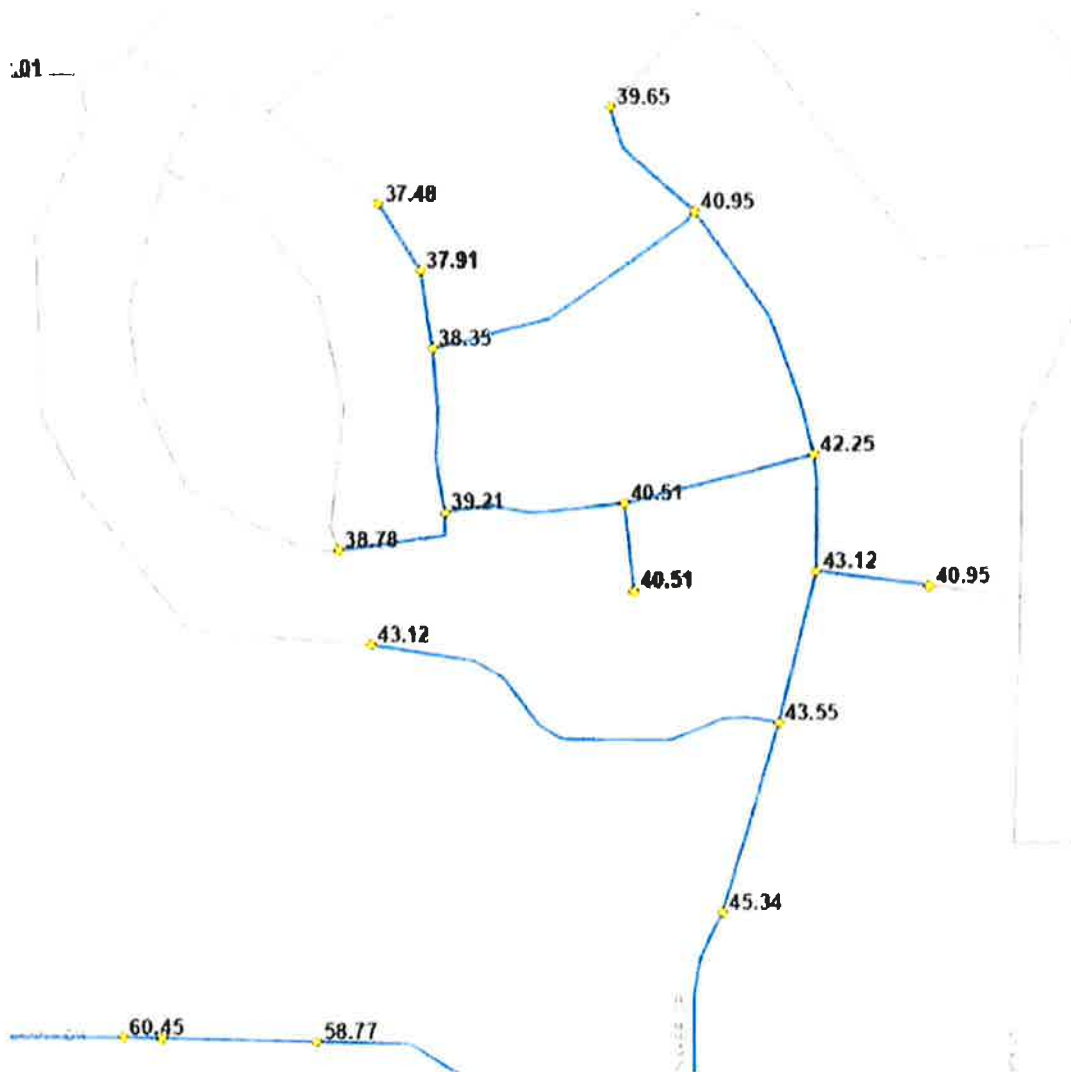


Figure 2. Minimum pressures during peak demand conditions with a direct (non-pumping) connection to the Main Pressure Zone



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:

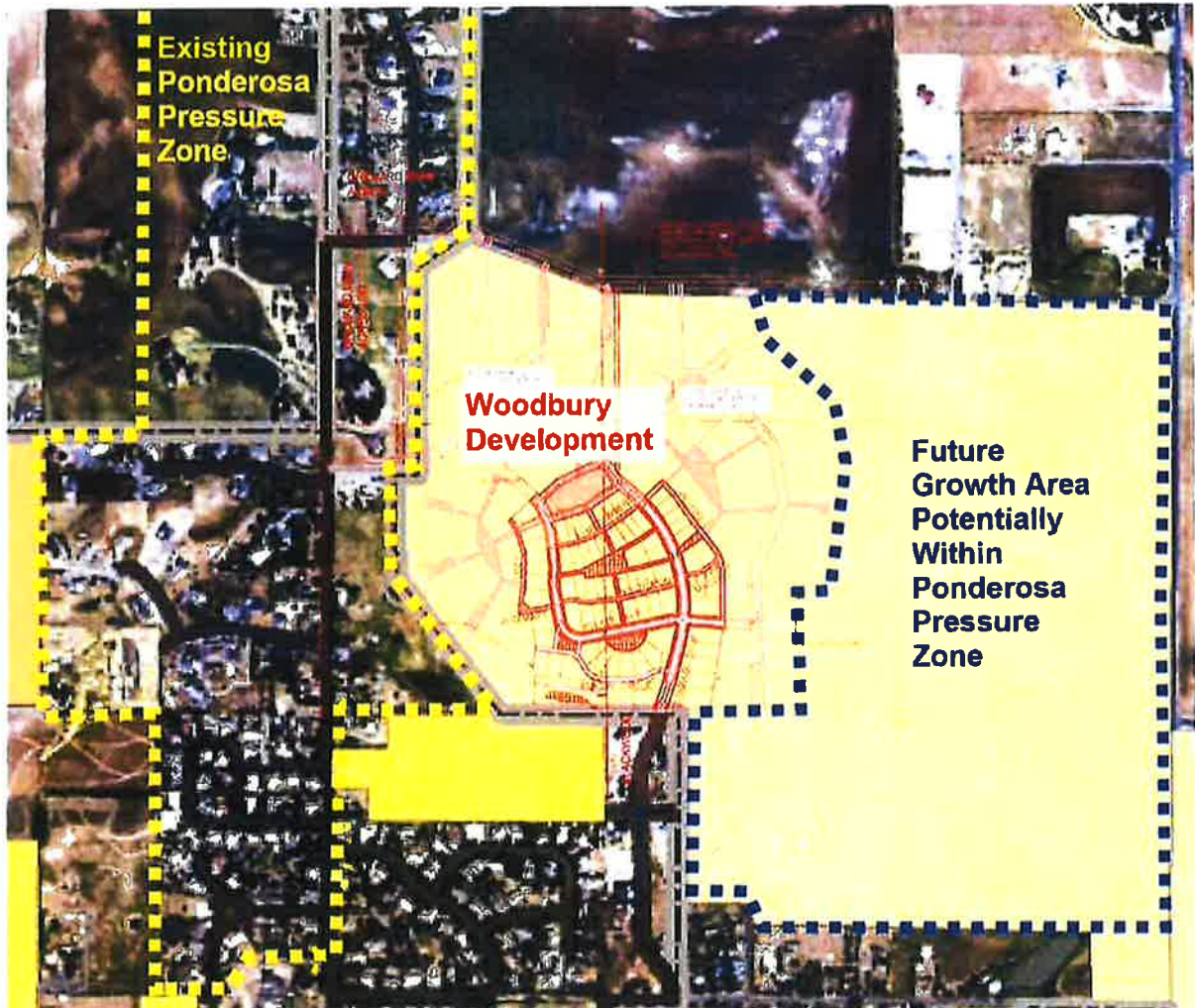
- ADD = 56.5 gallons per minute (gpm)
- MDD = 124.3 gpm

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)

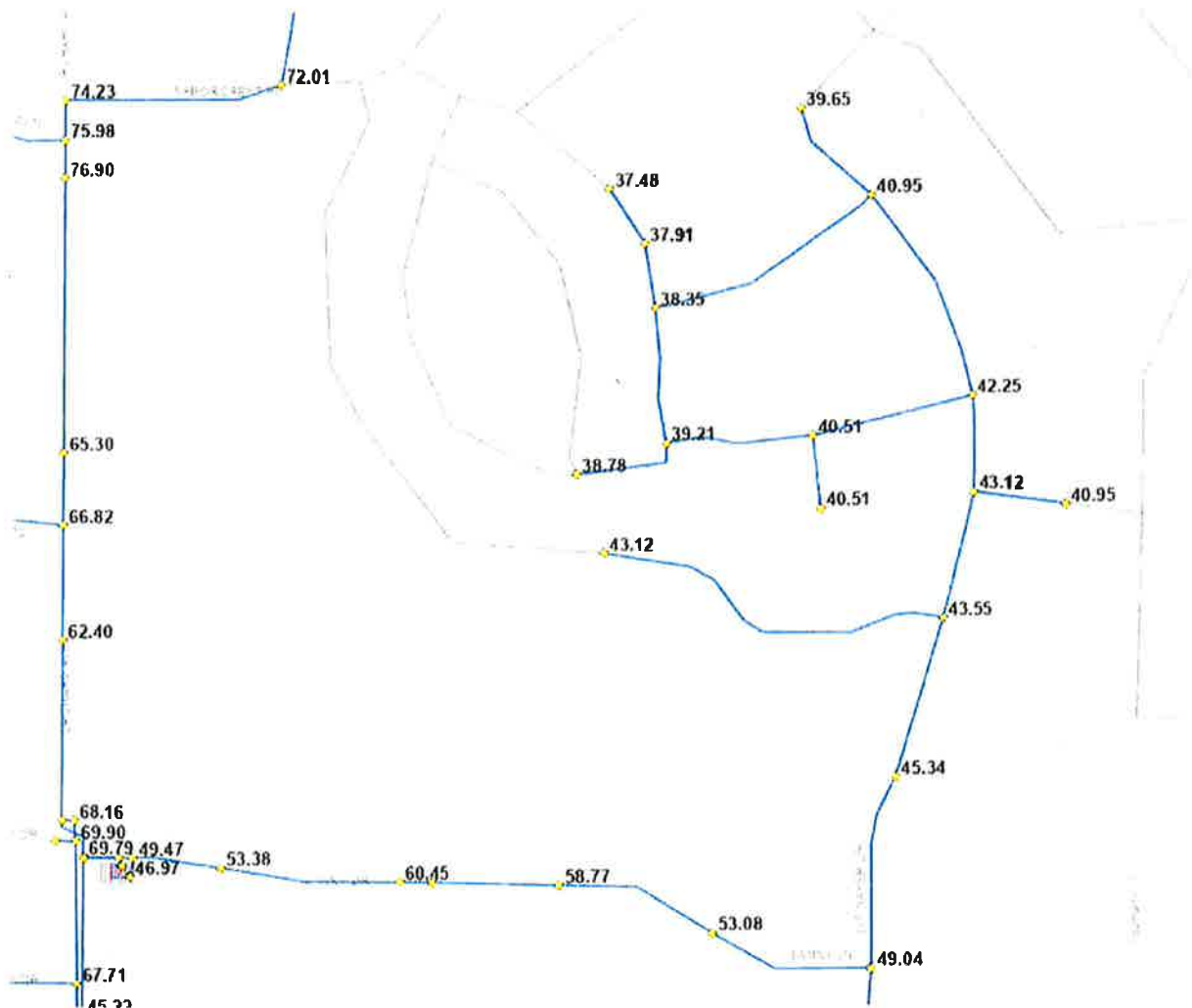


Figure 2. EPS winter low pressures without fire, part of Main Pressure Zone (psi)

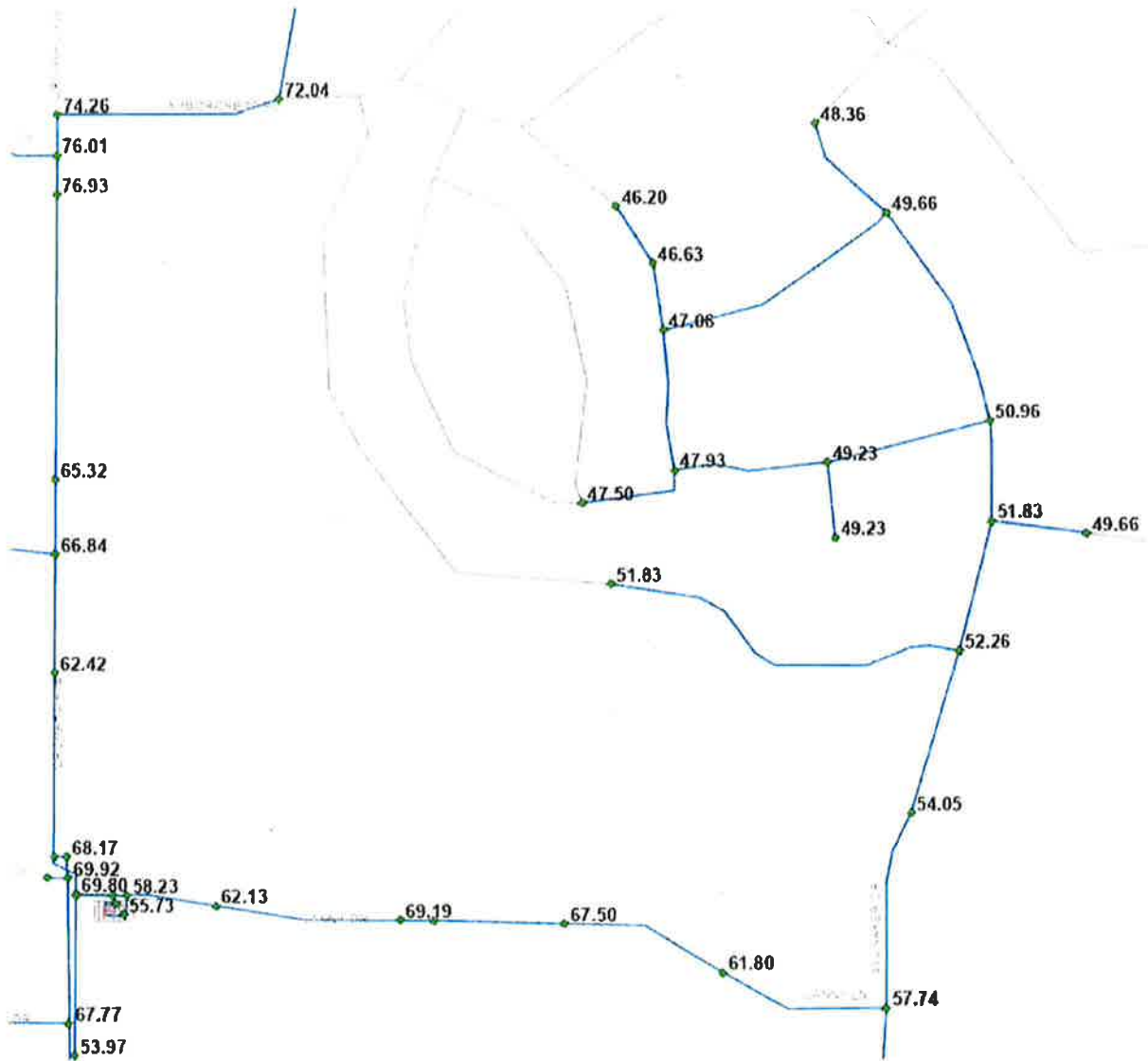


Figure 3. Steady-state pressure during MDD with fire suppression storage depleted, part of Main Pressure Zone (psi)

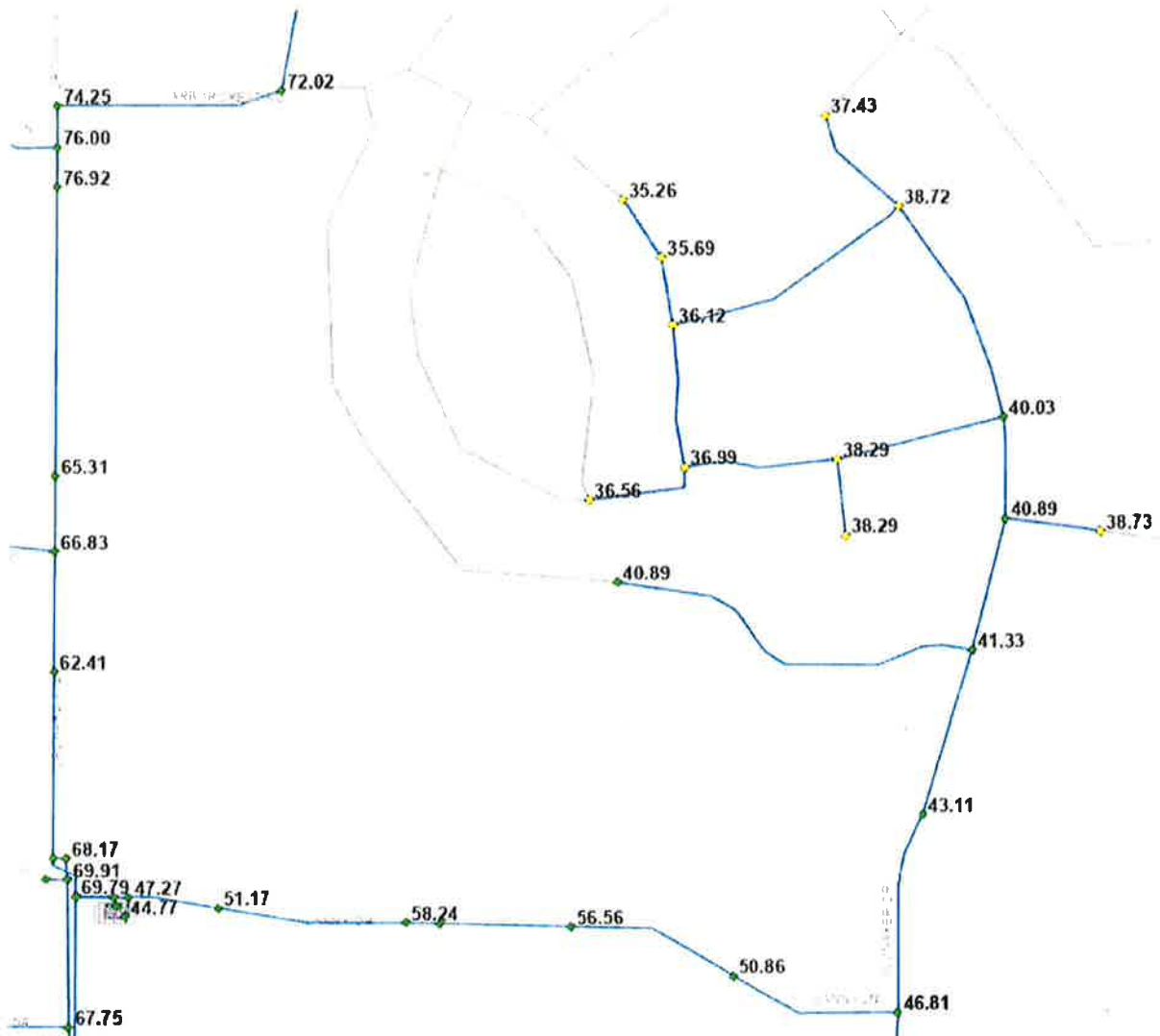


Figure 4. Steady-state available fire flow, part of Main Pressure Zone (gpm)

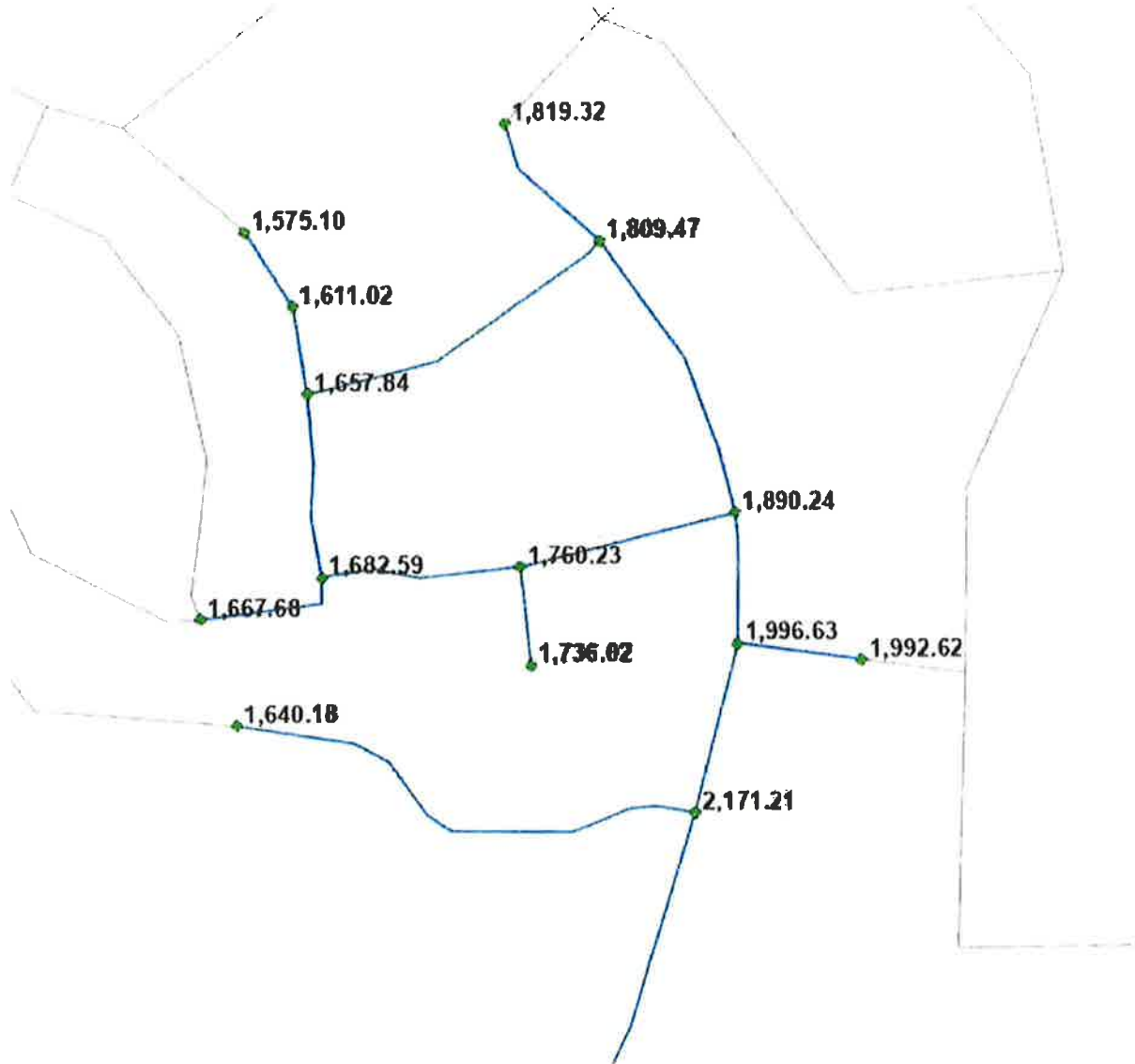
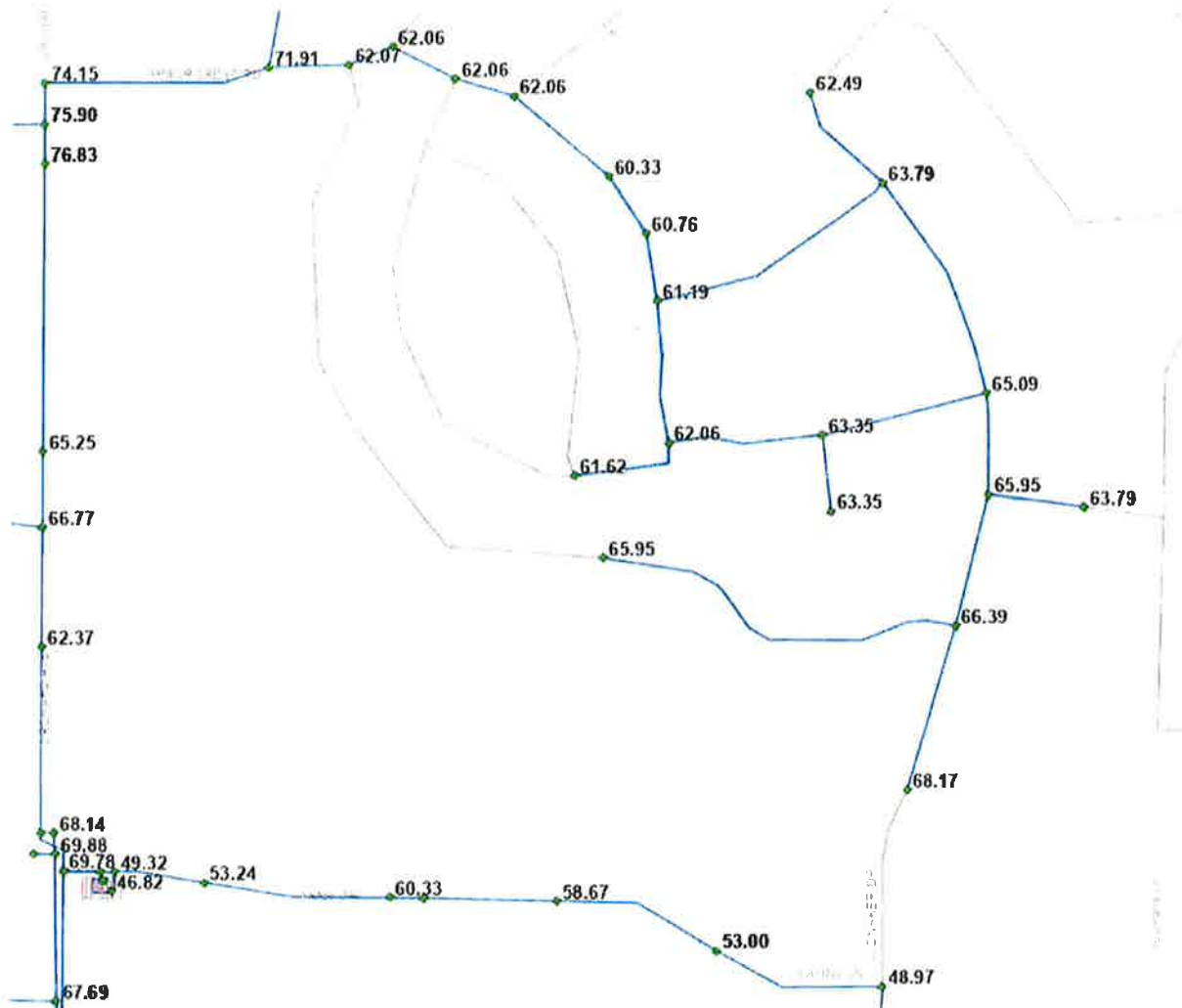


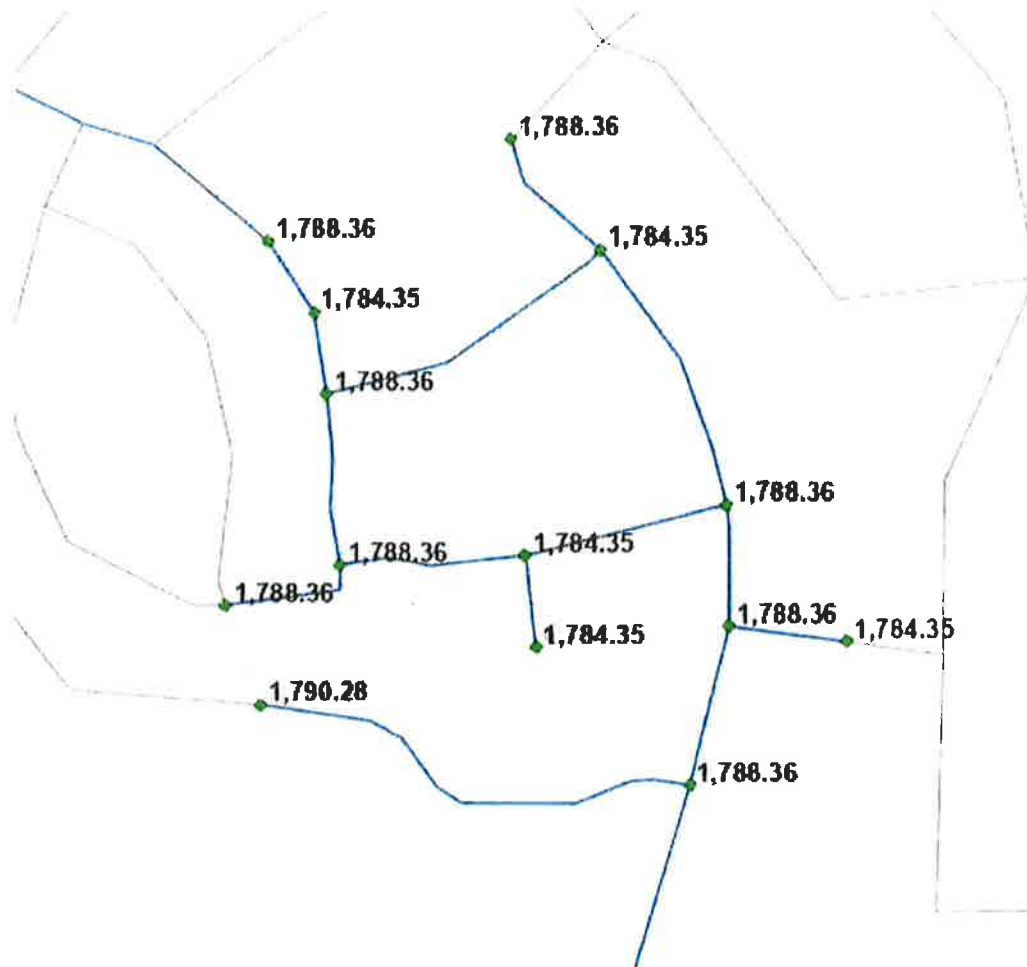
Figure 5. EPS summer low pressures without fire, part of Ponderosa Pressure Zone (psi)



The map displays a route with 25 numbered points. The points are connected by a blue line, and the map includes a scale bar and a north arrow. The route starts at point 1 (74.26) and ends at point 25 (57.74). The points are connected by a blue line, and the map includes a scale bar and a north arrow.

Point Number	Value
1	74.26
2	76.01
3	76.93
4	65.32
5	66.84
6	62.42
7	68.17
8	69.92
9	69.80
10	58.23
11	55.73
12	62.13
13	69.19
14	67.50
15	61.80
16	57.74
17	66.10
18	66.53
19	68.32
20	66.10
21	63.93
22	65.23
23	63.50
24	62.20
25	61.77

Figure 7. Steady-state available fire flow, part of Ponderosa Pressure Zone (gpm)



Summary

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.

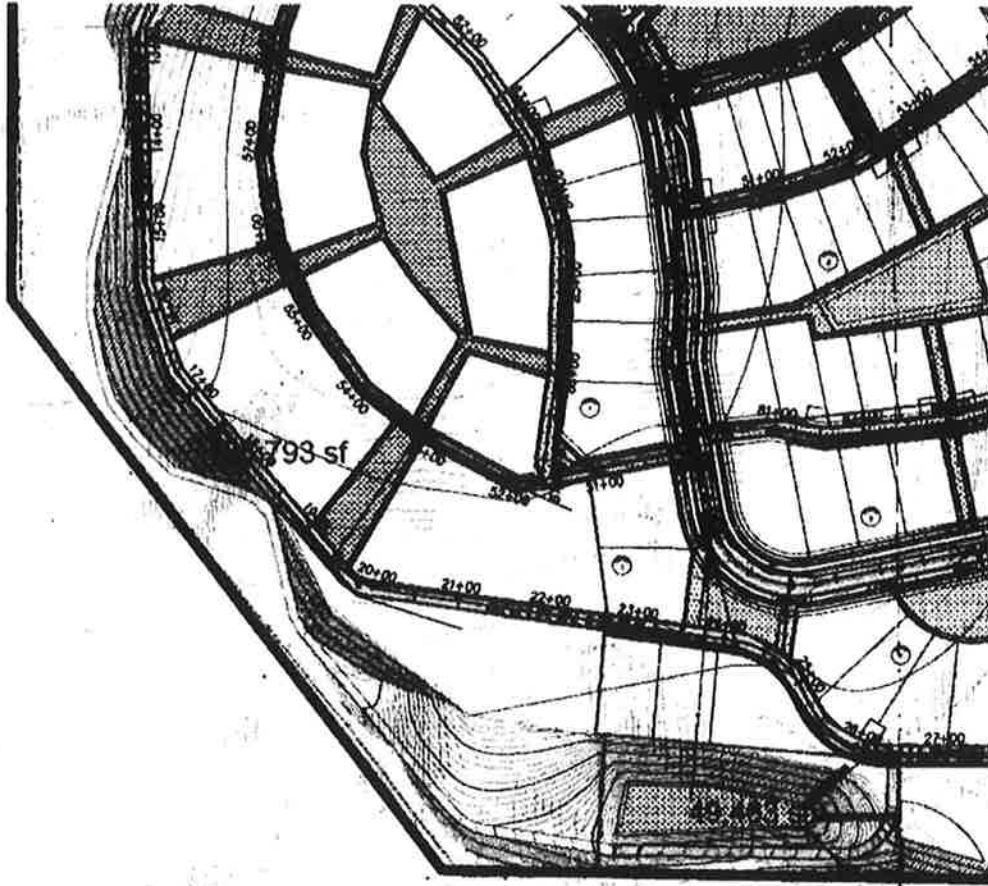
The entire space consists of approximately 4.2 acres and if completed as designed would meet the parkland dedication requirement for the entire 82 acres proposed for Woodbury. Additionally, Wintz Company proposes to do the grading improvements along with construction of the pathway and placement of gravel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



COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 16, 2024



AGENDA ITEM TITLE

Presentation of Mayor's Golf Tournament Proceeds

RESPONSIBLE STAFF

ADDITIONAL PRESENTER(S)

DESCRIPTION

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS:

STAFF RECOMMENDATION

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 16, 2024



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

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

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the proposed written decision.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. LUP2024-0017 - 414 S Main St Council Appeal Decision 09-03-24_final

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

**WRITTEN DECISION OF THE MOSCOW CITY COUNCIL REGARDING THE
APPEAL OF A BOARD OF ADJUSTMENT DECISION REGARDING ZONING
ADMINISTRATOR DECISION 2024-02 PERTAINING TO THE PROPOSED USE OF A
BUILDING LOCATED AT 414 SOUTH MAIN STREET IN THE CITY OF MOSCOW,
IDAHO.**

WHEREAS, on March 1, 2024, Brenda von Wandruszka, representing Rootforest LLC, requested the Zoning Administrator to reconsider Zoning Administrator Decision 2024-01, a decision related to the proposed use of a building located at 414 South Main Street in the City of Moscow, Idaho; and

WHEREAS, the proposed use of the building is for New Saint Andrews College (NSA) to use the existing building as an art gallery, a retail space, and administrative offices to support the operations and functions of NSA. The offices are to be occupied by NSA administrative staff, and no academic instruction or credit-bearing activity are proposed. The art gallery would include rotating exhibits and NSA wishes to continue to offer non-credit community art classes to both adults and children in the community.

WHEREAS, on March 21, 2024, the Zoning Administrator issued Zoning Administrator Decision 2024-02 for the proposed use of the building located at 414 South Main Street, as described by Brenda von Wandruszka; and

WHEREAS, the Zoning Administrator determined that the proposed use of the building at 414 South Main Street by NSA as an art gallery with an accessory art instruction and retail space is a permitted use so long as the operations of the gallery do not further the educational purposes of the college and do not include credit-bearing academic activities. The proposed administrative offices within the building to support the operations and functions of NSA, would constitute a prohibited use under Moscow City Code, Title 4, Chapter 3, Section 3-2.E, and Section 3-4, and are therefore not permitted; and

WHEREAS, on April 15, 2024, Benjamin Merkle, representing NSA, and Brenda von Wandruszka, representing Rootforest LLC, (hereinafter “Appellants”) filed a timely appeal of Zoning Administrator Decision 2024-02 in accordance with Moscow City Code Title 4, Chapter 8, Section 8-2; and

WHEREAS, on June 11, 2024, the Zoning Board of Adjustment (hereinafter “Board”) conducted a public meeting to consider the appeal of Zoning Administrator Decision 2024-02; and

WHEREAS, the Board reviewed Zoning Administrator Decision 2024-02, did not consider any new or additional evidence, and heard Appellant’s arguments on the appeal; and

WHEREAS, the Board determined that the proposed NSA administrative offices on the second floor of the building do not constitute an expansion of the College based upon Ordinance 2019-07 and are permitted uses under the Land Use Table of Moscow City Code; and

WHEREAS, on June 18, 2024, the Board approved its written decision which reversed the decision of the Zoning Administrator and determined that the proposed administrative offices within the building located at 414 South Main Street would constitute a permitted use under Moscow City Code, Title 4, Chapter 3, Section 3-2.E, and Section 3-4; and

WHEREAS, on June 27, 2024, the Zoning Administrator filed an appeal of the Board's decision to the City Council in accordance with Moscow City Code Title 4, Chapter 8, Section 8-5, claiming that the decision of the Board was both unsupported by substantial evidence in the written record and was arbitrary; and

WHEREAS, the Zoning Administrator did not request oral argument within said appeal in accordance with Moscow City Code Title 4, Chapter 8, Section 8-5.B.3; and

WHEREAS, on September 3, 2024, the Moscow City Council considered the Zoning Administrator's appeal during a duly noticed regular meeting of the City Council; and

WHEREAS, the Moscow City Council reviewed the complete record related to the appeal, did not consider any new or additional evidence, and did not consider any oral arguments on the appeal;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION OF THE RECORD ESTABLISHED BY THE MOSCOW ZONING BOARD OF ADJUSTMENT AND CONSIDERATION OF ZONING ADMINISTRATOR DECISION 2024-02 AND HAVING CONSIDERED THE ISSUES PRESENTED IN THE APPEAL, HEREBY CONCLUDES THAT ALL MATTERS STATED ABOVE ARE TRUE AND CORRECT AND ARE INCORPORATED HEREIN ALONG WITH THE FOLLOWING:

I. RELEVANT FACTS AND CONCLUSIONS

1. The Zoning Administrator filed a timely appeal in accordance with Moscow City Code Title 4, Chapter 8, Section 8-5 on the grounds that the decision of the Zoning Board of Adjustment was both unsupported by substantial evidence in the written record and was arbitrary, and he did not request oral argument before the City Council.
2. The City Council considered the Zoning Administrator's appeal during a duly noticed regular meeting of the City Council.
3. The City Council considered the appeal pursuant to procedures and requirements of Moscow City Code Title 4, Chapter 8, Section 8-5.

4. The City Council was provided the complete record related to this matter including all filings, applications, meeting minutes, written decisions, meeting transcripts, meeting recordings, and all other official records regarding the matter.
5. Upon review of the official record, the City Council finds that the Zoning Administrator's analysis and application of the City of Moscow Zoning Code to the subject property and proposed use, as provided in the Zoning Administrator Decision 2024-02, was thorough, accurate, and well supported by the evidence.
6. Upon review of the transcript of the June 11, 2024, Zoning Board of Adjustment meeting, the City Council finds that the Board's consideration and analysis of the appeal was not well supported by the record.
7. Upon review of the record, the City Council finds that statements made by the Zoning Board of Adjustment members, as recorded on Exhibit G, Page 43, Lines 10, 11, and 14-18 of the official transcript, indicates that the Board's decision was not grounded in fact, was arbitrary in nature, and appeared to abrogate their responsibility to render a rational and well supported decision.
8. Upon review of the Zoning Board of Adjustment's written decision dated June 18, 2024, the City Council finds that the written decision lacks any factual basis to support overturning the Zoning Administrator's decision.
9. In conclusion, upon review of Zoning Administrator Decision 2024-02 and the complete record, the City Council concurs with the Zoning Administrator's analysis, application of the City's Zoning Code, and ultimate decision of the determination requested regarding the use of the subject property, that the proposed administrative offices within the building at 414 South Main Street are part of a college and support the college in its purpose of furnishing academic courses and granting degrees at the baccalaureate or graduate levels, and would be classified under NAICS 611310 as Colleges, Universities, and Professional Schools and therefore would not be permissible within the Central Business Zoning District under Moscow City Code Title 4, Chapter 3, Section 3-2.E, and Section 3-4.

DECISION

The Moscow City Council hereby **REVERSES** the decision of the Zoning Board of Adjustment in whole and **AFFIRMS** Zoning Administrator Decision 2024-02 in its entirety.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____

Sandra Kelly _____
Gina Taruscio _____
Julia Parker _____
Bryce Blankenship _____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2024.

Arthur D. Bettge, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of the City Council decision passed at a regular meeting of the City Council, City of Moscow, held on September 16, 2024.

ATTEST:

Laurie M. Hopkins, City Clerk