

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, May 3, 2021

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the rise in COVID-19 cases in the area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. The number of attendees at any one time is limited to no more than 14 due to social distancing requirements in Stage 3 of the Idaho Rebounds Plan and the City of Moscow Public Health Emergency Order. 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 on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION – BIKE MONTH

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 19, 2021 Minutes - Laurie M. Hopkins

B. Public Art Guidelines 2021 - Megan Cherry

The Moscow Arts Commission and City staff propose updates to the Public Art Guidelines, which were originally created in 2011. During the intervening years, MAC and Arts staff have recognized the need for greater clarity in the areas of location prioritization as well as selection processes and criteria for each part of the Public Art Collection. Additionally, the City of Moscow Legal Department has provided updates to ensure that the document is in alignment with City code. Following development by the Public Art Subcommittee of the Moscow Arts Commission (MAC), the full MAC discussed these proposed updates during their March 9, 2021 meeting, and voted to recommend the guidelines on April 13, 2021. This was reviewed by the Administrative Committee on April 26, 2021 and recommended for approval.

ACTION: Approve the 2021 Public Art Guidelines.

C. Personnel Policy Updates, Pay and Leave Sections - Jen Pfiffner

Updates to the City of Moscow Personnel Policies continue. Leave, time and attendance, and pay policy drafts include updates to current policies and a new proposed policy. Updates to language throughout are included in the presented drafts, with significant changes to Military Leave and Sick Leave Bank policies. A new proposed Paid Parental Leave Policy is also included for

consideration. The Administrative Committee reviewed the policies on April 26, 2021 and recommended approval of the policies with the changes noted below.

Changes made per the Administrative Committee's direction include:

- Paid Parental Leave -added language to read, "birth, adoption, or permanent full-time custody of a child nor previously under the employee's care"; "caregiver" with mention of parents; and "domestic partner" and "caregiver" as well as "assuming significant parental and financial responsibility for a child"
- Compensatory Pay - added "or if repeated requests to use compensatory time are unable to be scheduled and reasonable opportunities to use such time are unavailing.
- Compensatory Time - added In the event the supervisor or employee feel repeated requests for time have not been met or are not able to be accommodated, a request for such payout is to be directed to Human Resources for review.
- Holidays - "Columbus Day" corrected to "Indigenous People's / Columbus Day"

All changes are noted in track changes in the attached document. Policy sections will continue to be presented for review. As policies are approved, each section will become the current version for use. Timeline for completion for all policies to be updated, reviewed and approved is estimated to be completed by July 2021.

ACTION: Approve the leave, time and attendance, and pay policy drafts as presented.

D. Paradise Pathway Lighting Project - 2021 Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on April 2nd, 2021 for the Paradise Pathway Lighting Project. The bid for the project includes the installing an electrical service connection, eighteen (18) lighted bollards, and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. Work also consists of the trenching and installation of approximately two thousand eight hundred and fifty (2,850) feet of conduit, accompanying electrical wire, and installing seven (7) junction boxes to power the lighting system. The Engineer's estimate for the project was \$178,035.40. Bid opening for the project took place on April 20th, 2021, at which one (1) bid was received. The bid received was in the amount of \$358,458.00 and was submitted by Germer Construction, Inc. A bid tabulation is attached. This was considered by Public Works/Finance Committee on April 26th and the Committee made the recommendation to reject all bids.

ACTION: Reject all bids.

E. Slurry Seal - 2021 Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on April 2nd, 2021 for the Slurry Seal -2021 Project. The bid for the project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations: Area 1 - Concord, Eisenhower, and Moser (56,717 SY); Area 2 – Adams, Spotswood, and Styner (44,320 SY); Area 3 – Jackson and "D" Street (3,186 SY). On April 12, 2021 an addendum was issued adding Area 4 - Lanny, Highland, and Kirk Drive (11,844 SY). The Engineer's estimate for the project, including the addendum, was \$197,313.90. Bid opening for the project took place on April 16th, 2021, at which four (4) bids were received. Of the responsive bids received, numbers ranged from \$207,759.93 to \$247,222.71. Blackline, Inc. was the low bidder on the project and a bid tabulation is attached. This was considered by the Public Works/Finance Committee on April 26, 2021 and recommended for approval.

ACTION: Accept the low bid from Blackline, Inc. and award the contract in the amount of \$207,759.93, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$20,775.99) of the contract amount.

F. Acceptance of the Southview Extension Right-of-way Dedication - Bob Buvel

On June 17, 2019, the City Council approved a lot division on the parcel of land east of the Southview Avenue / Alice Street intersection. Every buildable lot is required by city code to abut public right-of-way so the lot split required a dedication of right-of-way that would extend Southview Avenue approximately 128 feet. The public improvements associated with the lot split have been completed and the right-of-way containing those improvement needs to be accepted by City Council per state code. The dedication was reviewed by the Public Works / Finance Committee on April 26, 2021 and recommended for acceptance.

ACTION: Accept the right-of-way dedication extending Southview Avenue.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

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

5. Citizen Commission Report – Moscow Pathways Commission – David Schott / Jonathan Gradin

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

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

On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wish to appeal the Board of Adjustment's decision to City Council.

PROPOSED ACTIONS:

1. After considering the record and appeal request; sustain the decision of the Board in whole or in part; reverse the decision of the Board in whole or in part; or remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board; or take other such action deemed appropriate.
2. Direct staff to prepare a written decision based on the Council's action.

7. BBC LLC Developer Participation Request (ACTION ITEM) - Bill Belknap

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC, owner of 232 acres located to the south of the City's playfield property located on W. Palouse River Drive, requesting the City's financial participation in the construction of the extension of Conestoga Road and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge and attendant utilities to the southerly boundary of the City's property is estimated at \$2,372,062. Staff will present information on the history of the City's property and prior proposed playfield development of the property for the Council's consideration.

PROPOSED ACTIONS: Review request and provide Staff direction.

REPORTS

City Council

Mayor

Staff

ADJOURN

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

BIKE MONTH PROCLAMATION

- WHEREAS,** National Bike Month began in May 1956; and
- WHEREAS,** bicycling has been an affordable, environmentally-sound mode of transportation, excellent form of exercise, and fun recreation since the first pedal-propelled bicycle appeared in the 1860s; and
- WHEREAS,** local government is committed to educating motorists *and* cyclists about safe vehicle operation to reduce accidents, injuries and fatalities; and
- WHEREAS,** bicycling contributes to retail sales, tourism dollars, infrastructure, and policies that support community livability; and
- WHEREAS,** bicycle commuting benefits both employees and employers through better health and fitness, lower costs, and reduced parking space; and
- WHEREAS,** bicycling reduces heart disease, obesity, diabetes, and hypertension, and improves mental health and cardio-vascular fitness; and
- WHEREAS,** our region is gaining favorable recognition for bicycle-friendly connectivity, including the recently constructed Highway 8 underpass, and a growing network of bicycle-pedestrian trails; and
- WHEREAS,** Bike to Work Week will take place May 17th through May 23, 2021; and
- WHEREAS,** Bike to Work Day is Friday, May 21, 2021.
- NOW, THEREFORE,** I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim May 2021 to be

BIKE MONTH

in Moscow, and I urge everyone who can to cycle to work, school, shopping, and errands, or simply for pleasure.



DATED this 3rd day of May, 2021

Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, April 19, 2021

7:00 PM

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

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

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

ABSENT: Anne Zabala

STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap (virtual), Megan Cherry, Jen Pfiffner (virtual), Tyler Palmer, David Schott, Mike Ray, Roger Lanier, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Councilmember Sullivan led the Pledge of Allegiance.

PROCLAMATION - ARBOR DAY

Mayor Lambert read the Arbor Day proclamation.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council April 6, 2021 Minutes - Laurie M. Hopkins

B. Disbursement Report for March 2021 - Sarah Banks

Staff presented the March 2021 Accounts Payable Report to Public Works / Finance Committee on April 12, 2021. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report for the month of March 2021, including authorization for use of digital signatures.

C. Second Quarter Financial Report January 1, 2021 to March 31, 2021 for FY2021 - Sarah Banks

The financial report for the second quarter of Fiscal Year 2021 (January 1, 2021 to March 31, 2021) was presented to the Public Works / Finance Committee on April 12, 2021 and recommended for approval.

ACTION: Approve the FY2021 Second Quarter Report.

D. Hamilton-Lowe Aquatic Center Play Structure Replacement Equipment - David Schott

City staff is requesting authorization to purchase a replacement play structure for the Hamilton-Lowe Aquatic Center (HLAC) from Vortex USA in an amount not to exceed \$134,000. The City issued a Request for Proposals (RFP) to provide the design, sale, construction, and installation of the play structure. The legal advertisement was published in the Daily News on October 31, 2020 and November 7, 2020. The RFP was also sent directly to ten (10) aquatic play structure suppliers and posted on the City website. Each aquatic play structure supplier was giving the option to submit two separate proposals. The City received six (6) proposals from three (3) play structure suppliers. Four (4) of the proposals were deemed non-responsive by City staff. Given only two responsive proposals were received by the City, both from Vortex USA, staff opted to bring the two very similar proposals to the Parks and Recreation Commission on January 28, 2021 for their

recommendation to City Council. This was reviewed by the Public Works/Finance Committee on April 12, 2021 and recommended for approval.

ACTION: Approve the purchase of the Hamilton-Lowe Aquatic Center replacement play structure from Vortex USA in an amount not to exceed \$134,000.

E. Hamilton-Lowe Aquatic Center Play Structure Replacement Installation - David Schott

City staff is requesting authorization to retain WMS Aquatics for the installation of the new Hamilton-Lowe Aquatic Center (HLAC) play structure in the amount of \$54,567.22, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount. The City issued a Request for Proposals (RFP) to provide the design, sale, construction, and installation of the play structure. The legal advertisement was published in the Daily News on October 31, 2020 and November 7, 2020. The RFP was also sent directly to ten (10) aquatic play structure suppliers and posted on the City website. Pursuant to the invitation of the City, extended through the RFP, WMS Aquatics submitted a proposal based upon the RFP and a March 4, 2021 site visit for the installation of the play structure supplied by Vortex USA. This was reviewed by the Public Works/Finance Committee on April 12, 2021 and recommended for approval.

ACTION: Accept proposal from WMS Aquatics, award the contract in the amount of \$54,567.22, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

F. One World Café Request for Expanded Sidewalk Café Configuration – Gary J. Riedner / Laurie Hopkins

In 2007, the City Council formalized a process for the licensing of sidewalk cafes in the Central Business Zoning District. Minimum standards for all sidewalk cafes are included in the Moscow City Code, including the requirement of maintaining an unobstructed pedestrian access on the sidewalk of not less than four contiguous feet. The owners of One World Cafe, located at 6th and Main Streets, have been working with the University of Idaho, Art and Architecture Design/Build studio to create an updated outdoor dining space around the exterior of the building. Because the nature of the proposal is a more robust, yet still a non-permanent improvement, staff is bringing the proposal to City Council for approval. Tyler Palmer, Deputy City Supervisor of Public Works and Services and Steve Schulte Public Utility Manager-Streets/Stormwater have reviewed the drawings and met with the owners and architect on how this proposal can work within the guidelines of the code, as well as maintaining the safety of the public and ADA requirements. The packet includes drawings that meet the requirements of the City Code and the ability to remove all right-of-way encumbrances with reasonable ease and the prohibition on anchoring into the sidewalk. This was reviewed by the Administrative Committee on April 12, 2021 and recommended for approval.

ACTION: Approve the sidewalk cafe proposal.

G. South Lift Station Force Main Bid Results and Contract Award - Bob Buvel

The South Lift Station Force Main Project will install approximately 2500 linear feet of 16" sanitary force main from the South Lift Station at South Main and Nelson Avenue to a gravity sanitary line in the intersection of South Main and Styner Avenue. The new force main will replace the existing 10" force main running under South Main. Portions of the force main have already been installed through developer participation with The Indian Hills Ninth Addition Phase 2 Project and the construction of the new Moscow Police Station. This project will fill in the gaps from Nelson Avenue to Styner. The City published an advertisement for bids on March 6th and 13th, 2021 and the budget for construction in the Capital Improvement Plan is \$600,000.00. Bids were opened on Tuesday, March 30, 2021. Five responsive bids were received with bids ranging from \$633,609.31 to \$850,759.00. The low bid was submitted by J7 Contracting. A complete Bid Tabulation is included in the Council packet. This was

reviewed by the Public Works/Finance Committee on April 12, 2021 and recommended for approval.

ACTION: Accept the low bid from J7 Contracting, Inc., award the contract for the bid amount of \$633,609.31, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

Bettge moved and Taruscio seconded to approve the consent agenda as presented. Sullivan recused herself from item F. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

None offered.

5. Confirmation of Appointment of Jen Pfiffner as Human Resources Director and Oath of Office - Gary J. Riedner / Laurie M. Hopkins

Riedner explained Mayor Lambert is presenting Jen Pfiffner for an appointment as Human Resources Director. Pfiffner has been acting HR director since 2014. Laflin moved to confirm Pfiffner as HR director. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Hopkins administered the oath of office.

6. Public Hearing: Ordinance Amending Title 4, Chapter 6 of Moscow City Code Regarding Amendments to the Outdoor Lighting Code for Public Art (ACTION ITEM) - Mike Ray

With the installation of the recent Homecoming public art project at the north couplet, there has been some discussion among staff regarding the lighting of public art in the City. Currently the majority of lighting is required to be full cut-off with up-lighting only permitted in certain circumstances. The Arts Department requested that the Planning and Zoning Commission review the current lighting ordinance to see if there's a possibility of providing an exemption from the full cut-off requirement for freestanding public art. The Commission conducted a special meeting on January 11, 2021 and reviewed different lighting options at the Helioterra public art installation. The Commission then directed Staff to prepare an ordinance amending the lighting code to allow up-lighting for public art. The Commission conducted a public hearing on the proposed ordinance on March 10, 2021 and recommended approval to City Council. This item was reviewed by the Administrative Committee on April 12, 2021.

PROPOSED ACTIONS: After considering public testimony, 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.

Ray introduced the item as written above and provided examples of the public art in town. Exemptions in the non-residential zoning districts shall be full cut-off except for signs internally or externally illuminated and flagpole uplighting for flags of government entities.

Mayor Lambert opened the public hearing at 7:15 p.m. Hearing no testimony, the public hearing was closed at 7:16 p.m.

Staff will review any complaints received. The proposed lighting will be included in the artist proposal for public art. Taruscio moved and Sullivan seconded 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. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-04:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 6, PROVIDING FOR THE AMENDMENT OF THE OUTDOOR LIGHTING CODE TO ALLOW LIGHTING FOR PUBLIC ART; 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.

7. Stormwater User Fee Credits and Waivers Summary (ACTION ITEM) - Kyle Steele

The City Council established a Stormwater Utility with the adoption of Title 5, Chapter 19 earlier this year. The utility provides the City with the authorization to equitably allocate the operation, maintenance, improvement, and regulatory compliance expenses of the City's Stormwater Control System to users of the system in proportion to the level and type of services received from the system. It also allows the City to provide for the establishment of a system of stormwater user fees, and requires that the City provide a written system of user fee credits and exemptions to better individualize fees to reflect a customer's stormwater burdens and services. Staff is proposing a system of user fee credits and waivers for management practices and activities that reduce the costs to provide stormwater management related services, reduces a customer's burden on the City Stormwater Control System and therefore receives a lower level of City stormwater services. This was reviewed by the Administrative Committee at their meeting on April 12, 2021 and was recommended for approval.

PROPOSED ACTIONS: Adopt the system stormwater user fee credits and waivers, or take such other action deemed appropriate.

Palmer introduced the item as written above and gave a brief background on the Phase 2 Stormwater permit. Credits are available on a percentage basis and include on-site gravel areas, K-12 education activities, NPDES permits, direct dischargers, and on-site retention/treatment. Vacant undeveloped property, public roads, city owned buildings and facilities, public parts, open space, trails and paths or any non-use will be waived from the fee. An appeal process is available if a citizen believes they are in a different category but staff doesn't anticipate many as there was quite a level of accuracy in the determination of service units. Palmer explained how a service unit is measured. There are three levels at the residential level.

Victoria Seever (Moscow) confirmed the fee is based on the footprint of the property and not based on the height of property.

Initial appeal will comprise of representatives from Environmental Services Department, Storm Department and the Stormwater Inspector. All commercial properties have been measured and personal contact has been made.

Bettge moved to adopt the system stormwater user fee credits and waivers. Kelly seconded. Roll Call

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

8. Lee Newbill Safety Fair Donation Request (ACTION ITEM) - Gary J. Riedner

The Lee Newbill Safety Fair was not held in 2020, due to the COVID-19 pandemic response. This year, the Safety Fair is proposed to be held in some form. Staff discussed several pandemic related issues that could impact a decision by the City to allow the event or allow City employees to participate in the event. Part of that discussion included the possibility that the City could participate in the purchase of bicycle helmets if the event was held. The bicycle helmet program, whereby the Moscow Police Department gives away helmets to young riders, is the center piece of the Safety Fair. The Safety Fair Committee met to discuss several options and MPD Captain Roger Lanier presented the potential for both a revised Safety Fair format, and City participation in the purchase of bicycle helmets for the give away. The Safety Fair Committee decided it was too risky to plan for a full scale Safety Fair at this time, even if it was held later in the summer. The

Committee also agreed that going two years in a row without distributing helmets to Moscow children doesn't serve the needs of kids in our community. After deliberations the Committee agreed that several smaller events will be held at the schools to address helmet giveaways. The Safe Routes to Schools program will use a format they have used successfully in the past, and will coordinate with Moscow School District to set up the events. MPD will participate as available with bike and patrol officers and various services clubs will also provide volunteers.

The Safe Routes to School program has \$1000 to contribute toward purchasing helmets and the Safety Fair committee will contribute \$2000. The Committee is requesting the City of Moscow to contribute an additional \$2000 toward the purchase of helmets. The Moscow Police Department will coordinate the purchase of the helmets as the MPD has an established relationship with the vendor. Since the goal has always been to provide helmets to kids before the summer riding season, the funds are requested as soon as possible so helmets can be ordered and distributed. It is anticipated that events will be held in late April and in May before school is out for summer break. It is proposed that funding be provided from Legislative Non-Prioritized Projects (101-010-10-670-16). This was reviewed by the Administrative Committee on April 12, 2021 and recommended for approval.

PROPOSED ACTIONS: Recommend approval of \$2,000 from Legislative Non-Prioritized Projects (101-010-10-670-16) for purchase of bicycle helmets for the 2021 Lee Newbill Safety Fair, or take such other action deemed appropriate.

Lanier introduced the item as written above. Staff felt two years without putting helmets into the hands of kids is not something they wanted to do. This year they anticipate more helmets because the helmets are being taken directly to the kids, rather than families attending the safety fair. Primary use will be children kindergarten through sixth grade. Riedner explained the City Council budgets the Non-Prioritized Projects for unidentified projects. This would be the first expense from the \$20,000 line item. Kelly moved to approve the \$2,000 from Legislative Non-Prioritized Projects (101-010-10-670-16) for purchase of bicycle helmets for the 2021 Lee Newbill Safety Fair. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

Staff

Riedner presented the metrics adopted in Resolution 2020-27. The seven day average went up a little but is coming down again. Average cases for the week of April 5 was 3; week of April 12 was 7.43; week of April 18 was 6.14. Test results and hospitalizations have both been met. No partners wish to remove the mandate.

City Council

Moscow Volunteer Fire Department – Bettge said the Department is working on consolidating accounts will be going to in-person fundraisers.

Moscow Arts Commission – Sullivan said the Commission is setting up qualifications for the poet laureate and working on public art vinyl wraps.

Planning and Zoning Commission – Laflin reported the Commission is reviewing subdivisions and how to develop and maintain land. Concerns with vehicles and transportation are being addressed.

Moscow Pathways Commission – Kelly said bike to work day is May 25. Rather than treats for the event, the Commission is creating brochures for people to drive by and take.

Councilmembers presented information on other meetings and events.

Mayor

The Mayor said he attended the public house for the airport terminal and the AIC district meeting. The legislative session has been interested and may extend longer. He also announced he does not plan to seek office again.

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

Laflin moved and Kelly seconded to adjourn to Executive Session at 8:09 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
April 19, 2021**

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

Also Present: Gary J. Riedner, City Supervisor; Mia Bautista, City Attorney, Bill Belknap, Deputy City Supervisor (virtual)

The executive session was called to order at 8:15 p.m.

Item discussed pursuant to I.C. 74-206(1)(C) and (F)

The executive session was adjourned at 8:35 p.m.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 3, 2021



AGENDA ITEM TITLE

Public Art Guidelines 2021 - Megan Cherry

RESPONSIBLE STAFF

Megan Cherry, Arts Program
Manager

REVIEWED BY

- Deputy City Supervisor of Culture, Recreation, and Employee Services
- City Attorney
- Moscow Arts Commission

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

The Moscow Arts Commission and City staff propose updates to the Public Art Guidelines, which were originally created in 2011. During the intervening years, MAC and Arts staff have recognized the need for greater clarity in the areas of location prioritization as well as selection processes and criteria for each part of the Public Art Collection. Additionally, the City of Moscow Legal Department has provided updates to ensure that the document is in alignment with City code. Following development by the Public Art Subcommittee of the Moscow Arts Commission (MAC), the full MAC discussed these proposed updates during their March 9, 2021 meeting, and voted to recommend the guidelines on April 13, 2021. This was reviewed by the Administrative Committee on April 26, 2021 and recommended for approval.

STAFF RECOMMENDATION

Approve the 2021 Public Art Guidelines.

PROPOSED ACTIONS

ACTION: Approve the 2021 Public Art Guidelines.

FISCAL IMPACT

Adoption of these Public Art Guidelines will not have a fiscal impact.

PERSONNEL IMPACT

Adoption of these Public Art Guidelines will not impact personnel resources.

ATTACHMENTS

1. 2021_Public Art Guidelines_Final Draft for Council

CITY OF MOSCOW PUBLIC ART GUIDELINES

I. GENERAL PROVISIONS

A. PURPOSE

The purpose of the Moscow public art program is to provide access to the arts by integrating a wide range of public art into the community, reflecting a diversity of artistic styles, disciplines, and points of view.

B. PROGRAM GOALS

Goals of the public art program include: broadening the role of the artist in the community; increasing awareness of public art's value as well as selection and management processes; prioritizing artist and community member input when identifying public art locations and project parameters; developing project budgets and timelines in accordance with current arts industry standards; maintaining good stewardship of grant and donation monies as well as resources from the 1% for the Arts fund; encouraging early collaboration among artists, architects, engineers and owners; dispensing public art throughout the City of Moscow; facilitating the inclusion of art in public places in order to beautify public areas, to enhance the quality of life for Moscow citizens, to attract tourism, and to provide incentives to businesses to locate within the City, thus expanding Moscow's economic base; providing proper cataloging and maintenance of the public art collection; preserving and relocating artworks displaced through improvement projects; ensuring that public agencies and community representatives participate in the selection of public artworks and their locations; and promoting public dialogue and understanding of public art.

II. MOSCOW ARTS COMMISSION

A. ORGANIZATION OF MAC

The Moscow Arts Commission was established by City Council on October 2, 1978 (by Ordinance No. 1370) and was codified into Moscow City Code Title 3, Chapter 4. Currently, pursuant to Moscow City Code, Title 3, Chapter 4, Section 4-1. the MAC is comprised of not more than twelve (12) voting members, serving without pay. A non-voting member of this Commission shall not be considered in determining the number required for a quorum or whether a quorum is present. Members of the Commission shall be appointed by the Mayor, with the advice of and subject to the approval of the Council. This Commission of not more than twelve (12) members shall also consist of not more than three (3) Latah County residents who do not reside within City Limits. One (1) ex-officio member thereof shall be a member of the Council, who shall not vote and to serve a term of one year. The other members thereof may be appointed at large. Except as otherwise specifically provided herein, the term of office of the Commission members shall be four (4) years, or until their successors are appointed and qualified, except that the members of such Commission first appointed shall be appointed such that the terms of four (4) members shall expire annually thereafter. The members shall hold office at the pleasure of

the Mayor. The Mayor may revoke their appointment at any time and for any reasons deemed sufficient by the Mayor, with the advice of and subject to the approval of the Council. Vacancies in such Commission, occurring otherwise than by expiration of term, shall be filled by the Mayor with the advice and subject to the approval of the Council, for the unexpired term. Where possible, this Commission shall include at least one (1) student enrolled at least three quarters (3/4) time in a post-secondary educational program, who shall serve a one (1) year term, which term may be renewed. At least one (1) student enrolled in high school or an equivalent educational program shall serve as a non-voting member of this Commission for a one (1) year term, which term may be renewed. This Commission shall also include at least one (1) Latah County resident who does not reside within City limits who shall serve as a non-voting member of this commission for a four (4) year term.

B. MOSCOW ARTS COMMISSION ROLE

Pursuant to Moscow City Code, Title 3, Chapter 4, Section 4-3. The Arts Commission shall represent the City's interest in art matters; act as a spokesperson for art matters in the City and keep the Mayor and Council informed on all such matters; coordinate arts organizations and arts activities in the City; provide information and assistance for arts organizations, artists and anyone interested in cultural advancement of the community; develop cooperation between existing organizations in the City with schools and regional, State and national art organizations; search for sources of private, local, State and Federal funds and grants available to promote the arts in the City and surrounding communities; offer advice and assistance in aesthetic matters of the City regarding community planning or in any other artistic activities as may be referred to it by the City; and encourage and aid programs for the cultural enrichment of the Moscow and surrounding communities.

MAC advisory responsibilities include the following areas of interest:

1. Moscow public art projects
 - a. Collaborate with the City Arts Program Manager or designee to locate and select public art;
 - b. Make reports regarding the public art selected from time to time as requested by the Mayor and/or the Council; and
 - c. Abide by the requirements contained in Title 5, Chapter 18 of the City Code.
2. Donations of artwork to the public art collection
3. Deaccessioning artwork from the public art collection
4. Developing guidelines for the public art collection

III. PUBLIC ARTS PROJECTS

A. FUNDING OF PUBLIC ARTS PROJECTS

1. Overview of dedication and disbursement of funds
 - a. The public art fund is a dedicated fund of the City.
 - b. Once it is determined that a public improvement project qualifies under Title 5, Chapter 18, the Community Planning and Design department calculates the one percent (1%) for art funds available for such project

- and coordinates with the Finance department to transfer the funds to the public art fund at the end of the fiscal year in which they were generated.
- c. The City, through its Arts Program Manager, contracts with artists and manages payment as appropriate.
2. Expenditure of arts monies in conjunction with Capital Improvement Projects
 - a. Capital Improvement Projects (CIP) that qualify for public art funding shall be subject to the provisions of Title 5, Chapter 18.
 - b. If a CIP is identified by the Arts Department and the MAC as being in alignment with Public Art program goals and timelines, Arts monies collected through the public art fund shall be set aside when the qualifying public improvements project construction budget has been calculated. Funds representing the one percent (1%) dedication for the arts may be incorporated into the project during construction or upon completion of the improvement project. Public art may be an integral part of a structure, attached to a structure or detached from a structure within or outside of it.
 - c. The art component of a qualifying Capital Improvement Project will be allocated from the public art fund as follows:
 - i. No less than seven five percent (75%) shall be allocated toward such public art, including purchase, design, fabrication, and installation.
 - ii. No more than twenty five percent (25%) shall be used for administrative costs, including, but not limited to, costs of selection, maintenance, repair, conservation, and on-going documentation and cataloging of the Public Art Collection (done, in part, to adequately insure all City-owned artwork).

B. EXEMPTIONS FROM PUBLIC ART PROJECT CONSIDERATION

A project considered for funding through the public art fund shall comply with MCC Title 5, Chapter 18. In addition, the following shall not be considered for City public arts projects paid for by the City:

1. Works which are not entirely original (unless the non-original content is used with permission or is part of the public domain and comprises only a small portion of the work).
2. Decorative or functional elements designed by the project architects, landscape architects, interior designers, or their consultants, without the original artist's collaboration.
3. Artfully-designed objects which are mass-produced and of standard design, such as playground equipment, bike racks, or limited edition cast decorations.
4. Directional elements such as signs, maps, color coding, unless designed and/or executed by an artist.
5. Standard architect's, landscape architect's, engineer's, or interior designer's fees, unless such work was approved prior to construction.

C. IDENTIFICATION OF PUBLIC ART PROJECTS

1. Artwork Site Selection

In selecting a site for public art, the Arts Program Manager and MAC should consider whether:

- a. The site is publicly accessible at reasonable times, allowing for contemplation and interaction between the public and the work of art;
- b. The site is on public property or property managed or controlled by the City;
- c. The site suggests art opportunities that would extend the breadth, vitality, and quality of Moscow's public art program;
- d. The art is likely to enhance the cultural experience of the space and contribute to the visual interest of the area;
- e. The site falls within the prominent paths of circulation (e.g., an entry point, transit corridor, or plaza area), or is near a place of congregation (e.g., park, transportation center, entertainment or retail center) in order to reach a significant portion of the population;
- f. The site meets the conditions necessary to receive public art funding or grant funding; and
- g. The site has been identified and prioritized in the most recently-updated Public Art Master Plan.

2. Public Art Master Plan

- a. The Public Art Master Plan (PAMP) outlines the following:
 - Program scope, vision, and alignment with MAC mission.
 - Intersection of Arts, Parks, and Community Development goals.
 - Project location prioritization identified by means of public input surveys.
- b. PAMP updates shall be completed at least once every two (2) years and shall take into consideration the following:
 - Adjustments to long-range program vision.
 - Public art project or location proposals presented by the public or City staff.
 - Project and location prioritization adjustments made with input from the public and direction from City Council.
- c. During the time between PAMP updates, public art locations already identified in the PAMP will have priority over newly-identified potential locations. When new potential project locations or concepts are presented, whether by community members or by city departments, the Arts Program Manager and the MAC shall consider their viability pursuant to these Public Art Guidelines.

3. Public Art Integration into Capital Improvement Projects

In the planning stages of a potential project, the project lead proposing or responsible for public works project or improvement will notify the Arts Program Manager of a qualifying improvement project to be considered for the

one percent (1%) for the arts assessment. The Arts Program Manager (with advice from the MAC, when appropriate) should determine whether art should be considered as part of the proposed CIP project or whether it should be added to future art project(s).

After identifying an improvement project that qualifies for the one percent (1%) funding, the project lead and the Finance Director shall calculate the one percent (1%) of the total project cost and notify the Arts Program Manager of that estimate. The Arts Program Manager will work with the project lead to explore possibilities for a public art project to be affiliated with the CIP. If an art project is not deemed a suitable fit given the CIP scope, location, or timing, the one percent (1%) funds will be transferred into the future art(s) project fund for future use.

Where a public art project will be affiliated with the improvement project, the Arts Program Manager will meet with the respective department head and will attend pre-construction meetings as necessary. The Arts Program Manager will work with the CIP project lead and will provide the scope, location, and budget for the public art project with advice from the MAC and approval from City Council.

The Arts Program Manager or designee will conduct a survey of comparable public art projects and recommend a budget based on current market standards. The Arts Program Manager or designee will work with the CIP project lead to coordinate any necessary work with the architect, landscape architect, engineer, or others to review the following, as appropriate:

1. Allocated art budget
2. Design and construction schedule
3. Appropriate sites and project goals for artwork
4. Other items specific to the project

The Arts Program Manager and City staff will prepare and issue a Request for Qualifications (RFQ) for the arts project affiliated with the improvement project with input from the MAC and following approval of the Art Project concept by the Council. Any public art chosen shall be located in a public place with public visibility and impact, and further shall comply with any addition to any guidelines established by Council upon recommendation of the Moscow Arts Commission.

The Arts Program Manager, in consultation with MAC, may decide that funds from a specific improvement project are in excess, insufficient, or that the site is inappropriate for public art.

4. Public Art Project Development

Once a Public Art location has been identified, the Arts Program Manager shall coordinate the following process:

- a. Develop the project description, site details, and identify suitable art forms and media (considering goals and sites already determined by the participating department and the MAC, when applicable).
- b. Determine a method for selecting an artist, which may include:
 - (1) Open competition (RFP or RFQ) in which artists apply according to the requirements and limitations established by the Selection Panel, MAC, or City;
 - (2) Invitation of one (1) or more artists to submit proposals;
 - (3) Direct purchase of a completed work of art that is selected from submitted applications or other methods deemed appropriate for the project; or
 - (4) Alternate process designed to meet the City's objective for the project.
- c. Present RFQ or RFP drafts with budget recommendation to City Council
- d. Publish RFQ or RFP documents using methods agreed upon for the project.
- e. Recommend members for an ad hoc Selection Panel to be appointed by the Mayor.

IV. PERMANENT COLLECTION SELECTION METHODS

A. SELECTION PANEL APPOINTMENTS.

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

Selection Panels will be comprised of at least the following:

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

Length of term. Each Selection Panel member serves through the completion of one (1) public art project.

B. CONFLICT OF INTEREST

1. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed.
2. MAC members shall declare a conflict of interest if a project comes before the Selection Panel from which he/she or the household or business could

financially benefit. MAC members shall also declare a conflict of interest if a person with whom he/she shares a household or whom he/she professionally represents has a matter to be considered by Selection Panel. Such person shall recuse themselves from any participation in any process for the project the Selection Panel is considering.

3. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

C. SELECTION PANEL PROCEDURES AND RESPONSIBILITIES

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

D. ARTIST / ARTWORK SELECTION CRITERIA

Criteria to be used when considering retention of an artist or acquisition of artwork by either purchase or commission may include, but not be limited to, the following:

1. Artist Qualifications
Artists for design teams should ideally have the ability to think conceptually, the ability to communicate and be flexible, experience working with design professionals and integrating artistic concepts into construction documents, the ability to work with architectural drawings, and prior experience with collaborative group work situations and public art projects of a similar scale.
2. Conceptual Quality and Originality
 - a. The artist presents a compelling concept.
 - b. The proposed design is original to the presenting artist.

- c. The design is unique (i.e. edition of one), rather than a mass-produced item.
3. Form
- a. The proposed design reveals mastery of formal craftsmanship.
 - b. The scale of the proposed design is appropriate to the site.
 - c. The colors used, if any, are chosen with an awareness of local educational institutions as well as their athletic rivals.
 - d. The proposal aligns with the design parameters in the project description and does not present a hazard to public safety.
 - e. The proposed artwork is made with materials suitable for the location (i.e. designed with materials impervious to environmental degradation).
 - f. The proposed artwork is designed for resistance to theft or vandalism.
4. Content and Context
- a. The content of the proposed design aligns with the project description.
 - b. The content of the proposed design is relevant to the City of Moscow's values, culture, and people.
 - c. The proposed design reflects the architectural, historical, geographical, geological, and socio-cultural context of the site.
 - d. The proposed design serves to activate or enhance the intended location.
 - e. The proposed design has the potential to expand the formal and conceptual range of the Public Art collection.
5. Budget and Production Schedule
- a. The budget is clear, complete, and within the stated fiscal parameters for the public art project.
 - b. The production schedule supports the proposal's feasibility and denotes installation according to the project timeline.
6. Description of Anticipated Maintenance Needs
- a. Maintenance needs for the artwork are described clearly and realistically.
 - b. Maintenance needs for the artwork are not excessive in terms of labor or material investment.
7. Community Engagement
- a. The artist's proposal for community engagement aligns with the project's goals and requirements.
 - b. The artist's proposal for community engagement has the potential to reach a broad audience in the community.
 - c. The artist's proposal for community engagement has the potential to foster understanding of one or more of the following:
 - The goals of public art and its benefits to a community
 - Moscow's civic identity as it relates to the artwork's content or context
 - Formal art-making skills or conceptual strategies
 - Professional experiences and/or practices in the arts field

V. TEMPORARY PUBLIC ART COLLECTIONS

A. TEMPORARY COLLECTION OVERVIEW

1. The City of Moscow currently maintains two temporary collections: the Vinyl Wrapped Traffic-Control Boxes and the Intermodal Transit Center (ITC) Sculpture Garden.
2. Costs associated with the Temporary Collection are paid for using the General Ledger code dedicated to Community Public Art. Arts staff may, at the direction of City Council, seek grant or sponsorship funding to offset General Fund support of these collections.
3. Temporary works of art commissioned will be documented with appropriate media either by the artist(s) or the City.
4. Where a work of art will be placed on a site not directly owned and/or controlled by the City, the placement terms and conditions shall be specifically approved of by City Council.
5. Artist eligibility, selection methods, and criteria for assessment will be tailored to fit the needs of each component of the Temporary Collection

B. VINYL WRAP COLLECTION

1. Artist Eligibility

Eligibility for participation in this program is limited to artists 18 years of age or older who live in Latah County, Nez Perce County, Asotin County, Whitman County, Nez Perce or Coeur d'Alene tribal members. Artists are eligible regardless of race, color, religion, national origin, gender, age, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines. Selection panelists and their immediate family members are not eligible for participation. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed.

2. Selection Panel

A. Selection Panel Formation. The Arts Program Manager and Public Art Subcommittee will recommend selection panelists to the MAC. The MAC will create the Selection Panel by a majority vote during a regular Commission meeting. The Selection Panel will be comprised of the following:

1. Voting members:

- a. Moscow Arts Commission Member (1)
- b. Local Business Representatives (2)
- c. Technical Consultant (1)
- d. City Staff Member (1)

2. Non-voting members:

- a. Arts Program Manager (Selection Panel facilitator)
- b. City staff members acting in a technical advisory capacity

B. Length of Term. Each Selection Panel member serves through the review and selection of one (1) round of annual submissions for the project at hand.

3. Selection Criteria

a. Conceptual Quality and Originality

1. The artist presents a compelling concept.
2. The proposed design is original to the presenting artist.

b. Form

1. The proposed design reveals mastery of formal craftsmanship.
2. The colors used, if any, are chosen with an awareness of local educational institutions as well as their athletic rivals.
3. The design files are prepared according to stated parameters and are scaled to fit the specific locations stated in the RFP.

c. Content and Context

1. The artwork's subject matter and content is appropriate for public exhibition and does not contain advertising, religious references, sexual content, negative imagery, or convey political partisanship.
2. The content of the proposed design is relevant to the City of Moscow's values, culture, and people.
3. The proposed design reflects the architectural, historical, geographical, geological, and socio-cultural context of the site.
4. The proposed design serves to visually activate or enhance the location.

C. INTERMODAL TRANSIT CENTER SCULPTURE GARDEN

1. Artist Eligibility

Eligibility for participation in this program is limited to artists 18 years of age or older who live in Latah County, Nez Perce County, Asotin County, Whitman County, Nez Perce or Coeur d'Alene tribal members. Artists are eligible regardless of race, color, religion, national origin, gender, age, marital or familial status, physical or mental disability, sexual orientation, and gender expression or identity. Artist teams are eligible to apply, including teams of artists from multiple disciplines. Selection panelists and their immediate family members are not eligible for participation. No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed.

2. Selection Panel

A. Selection Panel Formation. The Arts Program Manager and Public Art Subcommittee will recommend selection panelists to the MAC. The MAC will create the Selection Panel by a majority vote during a regular Commission meeting. The Selection Panel will be comprised of the following:

1. Voting members:

- a. Intermodal Transit Center Staff Member (1)
- b. UI Art + Architecture Faculty or Graduate Student (1)
- c. UI Facilities Staff Member (1)
- d. Moscow Arts Commission Member (1)
- e. Member of Artist Community (1)

2. Non-voting members:
 - a. Arts Program Manager (Selection Panel facilitator)
 - b. City staff members acting in a technical advisory capacity
- B. Length of Term. Each Selection Panel member serves through the review and selection of one (1) round of annual submissions for the project at hand.
3. Selection Criteria
 - a. Conceptual Quality and Originality
 1. The artist presents a compelling concept.
 2. The proposed design is original to the presenting artist.
 - b. Form
 1. The proposed design reveals mastery of formal craftsmanship.
 2. The colors used provide visual variety in contrast with the muted hues of the Sculpture Garden landscaping and are chosen with an awareness of local educational institutions as well as their athletic rivals.
 3. The proposal aligns with the design parameters in the project description and does not present a hazard to public safety.
 4. The proposed artwork is made with materials suitable for the location (i.e. designed with materials impervious to environmental degradation).
 5. The proposed artwork is designed for resistance to theft or vandalism.
 - c. Content and Context
 1. The artwork's subject matter and content is appropriate for public exhibition and does not contain advertising, religious references, sexual content, negative imagery, or convey political partisanship.
 2. The content of the proposed design is relevant to the City of Moscow's values, culture, and people.
 3. The proposed design serves to visually activate or enhance the intended location.

VI. PORTABLE COLLECTION

- A. Two and three-dimensional works of art that are not site-specific are part of the Portable Collection.
- B. This collection is distinct and separate from the items in sculpture-on-loan programs such as the ITC Sculpture Garden.
- C. Items in the Portable Collection are installed in City facilities at the discretion of the Arts Program Manager upon consideration of the following criteria:
 - a. Requests from City departments and staff members.
 - b. Ideal conditions for preserving the artwork's condition.
 - c. The potential for the artwork to have a positive impact on the staff and members of the public who frequent the proposed location.
- D. Accessions into this collection are made at the discretion of the Arts Program Manager, with advice from members of the MAC when appropriate. Annual additions may come from the following:

- a. Artwalk and Moscow Farmers Market Poster Art Competitions
- b. Palouse Plein Air
- c. Artworks exhibited at the Third Street Gallery or other local venues that fit the collection's needs and the current fiscal year's budget.
- E. Portable Collection accessions, maintenance, and display needs (e.g. framing, pedestals, and vitrines) are managed and funded through the Arts Department budget.

VII. OTHER CONSIDERATIONS

A. MAINTENANCE AND MANAGEMENT OF PUBLIC ART

It is the responsibility of the Arts Program Manager to manage and coordinate the maintenance of all works of art in the City's public art collection.

1. All commissioned artists will be required to complete a conservation record form that provides information on materials, fabrication methods, installation details, and recommended maintenance.
2. The Arts Program Manager will maintain a computer database inventory and a catalog of relevant documents for artworks owned by the City.
3. City will facilitate routine cleaning and maintenance of artworks based on recommendation by a professional art conservator or based upon information provided by the artist on the conservation record form.
4. A professional art conservator or person(s) trained by a conservator may be consulted or hired to provide maintenance and conservation work for the City's public art collection.
5. Participating departments should notify the Arts Program Manager immediately if an artwork is either damaged or stolen or if the participating department plans to move the artwork or in any way alter its location or use.
6. The City shall maintain adequate insurance coverage for its public art collection.

B. DONATIONS OF ARTWORK

1. Donation of artworks to the City's Public Art Collection
 - a. Works of art are occasionally offered as donations to the City of Moscow. The Arts Program Manager (in consultation with MAC) is responsible for reviewing and evaluating the suitability of a proposed artwork and recommending to the City Council whether or not to accept it as a gift, and/or allow it to be installed on city property. If accepted by the City Council, the maintenance of a gift of art is the responsibility of the City (unless otherwise specified). When considering a gift, the Arts Program Manager may recommend that the Council require that the

donor establish a maintenance endowment to ensure an adequate quality of care for the artwork.

- b. The Arts Program Manager and MAC is responsible for review of all proposed gifts of art to the City, including donations by individuals, neighborhoods, community groups, and international organizations. Such donated artwork may be placed temporarily on City property without being offered to the City as a gift, provided that the donor obtains the appropriate approvals and/or revocable permits (if any) for placement of the works and the donor and City enter into an agreement for the donation. The donor agrees to maintain the art throughout the life of the work. The City reserves the right to decline offers of donated public art gifts, whether permanent or temporary.
2. Donation of works of art to City's Portable Collection
 - a. Donor contacts appropriate City staff to discuss the potential gift, providing photos or the actual artwork.
 - b. Arts Program Manager presents consideration of the gift to the MAC. If presented in graphic form, the MAC reserves the right to postpone any decision until the actual artwork is reviewed.
 - c. Arts Program Manager (in consultation with MAC and as approved of by City Council) accepts or declines the gift. If accepted, the donor is acknowledged (if requested).
 - d. Funds for maintenance are agreed upon by the donor and Arts Program Manager and deposited by the donor into a public art maintenance fund.
3. Donation of commissioned works of art
 - a. Donor contacts Arts Program Manager and appropriate City staff for a meeting to discuss idea for commission as well as to plan for artist selection and location of art following completion of the artwork. All processes for artist and site selection shall be in alignment with those described in these Public Art Guidelines.
 - b. Arts Program Manager (in consultation with MAC) accepts or declines the idea and/or the selection process.
 - c. If City accepts the concept of the donated commissioned artwork, the Arts Program Manager presents the donation proposal to the MAC and City Council which may approve, reject, or provide further direction for the proposal. If the donated commission is accepted, a plan for its placement and maintenance is developed in conjunction with the donor and formalized in an agreement including agreed-upon value of the donation, maintenance, and donor recognition.

- d. A donor agreement is executed upon Council approval.

C. RELOCATING SITE-SPECIFIC WORKS OF ART

1. While it is the intent that site-specific works will remain in the site for which they were created, the City reserves the right to relocate a piece of public art.
2. No site-specific artwork may be moved without the recommendation of MAC and the Arts Program Manager and specific Council action. The MAC may consider recommending relocating a site-specific artwork for one (1) or more of the following reasons:
 - a. The condition or security of the artwork can no longer be reasonably guaranteed at its current site;
 - b. The artwork has become a hazard to public safety in its current site and condition; or
 - c. The site has changed so that the artwork is no longer compatible with the site.
3. Once the MAC and Arts Program Manager have determined that an artwork meets one (1) or more of the above criteria, the following process shall be followed:
 - a. The Arts Program Manager makes a good faith attempt to discuss relocation of the art work with the artist or representative of artist, if available.
 - b. If the artist agrees to the proposed relocation, the recommendation will be considered by appropriate City staff, and the City Supervisor or designee, then presented to Council for approval.
 - c. If the artist does not agree to the proposed relocation, the artist or representative may request that the artist's name not be used as the author of the artwork when relocated.

D. DEACCESSION

In the event a work of art may need to be considered for removal, sale, trade, or gifting (deaccessioning), the Arts Program Manager (and MAC) shall present the request to City Council. The Arts Program Manager or designee shall state in the request that the artwork is of no further use to the City; the recommendation of whether the artwork should be removed, sold, traded or gifted; the reasoning for the recommendation; and how the recommendation will provide for maximum value with attendant benefits to the citizens of Moscow (I.C. 67-5722, 5732A). Proceeds of a sale shall cover the expenses of the sale with any net revenues deposited into the general account of the City of Moscow.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 3, 2021



AGENDA ITEM TITLE

Personnel Policy Updates, Pay and Leave Sections - Jen Pfiffner

RESPONSIBLE STAFF

Jen Pfiffner, Deputy City Supervisor - Culture, Recreation and Employee Services

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Updates to the City of Moscow Personnel Policies continue. Leave, time and attendance, and pay policy drafts include updates to current policies and new policies. Updates to language throughout are included in the presented drafts, with significant changes to Military Leave and Sick Leave Bank policies. A new proposed Paid Parental Leave Policy is also included for consideration.

Changes made per the Administrative Committee's direction include:

- Paid Parental Leave -added language to read, "birth, adoption, or permanent full-time custody of a child nor previously under the employee's care"; "caregiver" with mention of parents; and "domestic partner" and "caregiver" as well as "assuming significant parental and financial responsibility for a child"
- Compensatory Pay - added "or if repeated requests to use compensatory time are unable to be scheduled and reasonable opportunities to use such time are unavailing."
- Compensatory Time - added In the event the supervisor or employee feel repeated requests for time have not been met or are not able to be accommodated, a request for such payout is to be directed to Human Resources for review.
- Holidays - "Columbus Day" corrected to "Indigenous People's / Columbus Day"

All changes are noted in track changes in the attached document.

Policies Proposed and Approved to Date:

Hiring

Compensation & Benefit Structure

Telecommuting

Currently Under Consideration:

Leave

Time & Attendance

Pay

Policy Updates Under Development for Future Council Review:

Conduct

Performance

Disciplinary

Work Status

Rules (i.e. cell phones in vehicles, social media, etc.)

Policy sections will continue to be presented for review. As policies are approved, each section will become the current version for use. Timeline for completion for all policies to be updated, reviewed and approved is estimated to be completed by July 2021.

STAFF RECOMMENDATION

Approve the leave, time and attendance, and pay policy drafts as presented.

PROPOSED ACTIONS

ACTION: Approve the leave, time and attendance, and pay policy drafts as presented.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Pay and Leave Policies Council Review

LEAVES OF ABSENCE

It is the policy of the City to grant employees leaves of absence under certain circumstances. These leave types include unforeseen circumstances, military obligations, holidays, vacation, and sick leave. Leaves of absence included below are structured to eliminate the need for any employee to enter into leave without pay status. Leave without pay (LWOP) is a temporary non-pay status and absence from work and is not allowed at the City of Moscow as benefit payments become affected. The following Federal exceptions do apply:

- The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5 CFR part 630, subpart L.)
 - The City will comply with the provisions of the Federal Family and Medical Leave Act (FMLA). The City of Moscow FMLA Policy outlines the FMLA's requirements, including the rights and obligations of employees, eligibility and notification requirements, and the City's obligations.
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5 CFR 353.106.)
- Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.
- Employees may not be in pay status while receiving workers' compensation payments from the Department of Labor.

LEAVE APPROVAL

Leave hours begin accruing on the date of hire and can be used with supervisory approval after completing six months employment. Leave types that do not accrue are available immediately and can be used with supervisory approval. Leave anticipated at hire will be addressed in hiring process.

Requests for a routine leave of absence, as outlined in these policies are to be requested or scheduled in advance by the employee in consultation with their supervisor. Unless otherwise noted, all leave approvals must be made by the employee's direct supervisor.

Extended leaves of absence or any extension of a previously requested and approved leave should be submitted in writing to the employee's supervisor as soon as is practical before the leave requested. The supervisor will forward the request to the group's Deputy City Supervisor and the Human Resources Department and the City Supervisor for review. These leave types may include:

- Disability
- Workers Compensation Related
- Sick Leave Bank
- Family Medical Leave Act (FMLA)

All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor, who will keep the group's Deputy City Supervisor and Human Resources Department informed.

Employees returning from any leave of absence will be reinstated to their same job or an equivalent job with equivalent status and pay, as required by law. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law.

PAID PARENTAL LEAVE

Employees are eligible to receive up to four consecutive weeks of 100% paid parental leave to eligible employees to be used within the first 12 weeks of the birth, ~~or~~ adoption, or permanent full-time custody of a child not previously under an employee's care of ~~his or her~~ child, paid on the employee's regular payroll dates

Paid Parental Leave is intended to provide employees the time and financial support to adjust to the addition of a new family member during the important period immediately following the birth, ~~or~~ adoption, or placement of a child for activities related to the physical and mental wellbeing and care of the child and parents or caregiver.

If both parents are City employees that meet the eligibility criteria, each parent is eligible to receive the four-week paid parental leave benefit. An eligible parent is defined as a biological parent, same-sex spousal equivalent, domestic partner, ~~or a~~ new adoptive parent, or caregiver assuming significant parental and financial responsibility for a child. An individual who adopts a spouse or partner's ~~previous~~ child(ren) is not eligible for this benefit.

City employees regularly working thirty (30) or more hours per week who have been employed for the previous twelve (12) consecutive months and have worked for at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) month period are eligible for Paid Parental Leave. Eligibility requirements must be met as of the last day worked prior to the start of the paid leave.

Part-time employees who work an average of 30 hours per week will receive Paid Parental Leave on a prorated basis. Temporary employees are ineligible for Paid Parental Leave.

BEREAVEMENT

Up to three (3) days of paid bereavement leave is available in the event of the death of an employee's immediate family member or a person living in the same household. Bereavement leave may be extended for an additional five (5) working days by deduction from the employee's sick leave accrual. The compensable days must fall within the regularly scheduled workweek and must be approved in advance by the employee's supervisor and department head.

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JURY DUTY

A paid leave of absence will be granted to employees who serve on jury duty. Employees will be paid their regular pay rate, including all benefits in order to maintain in-service pay status. In exchange, the employee's compensation from jury duty is paid over to the City of Moscow up to, but not to exceed, the net pay distributed to the employee. An employee whose public service duty is completed before the midpoint of his/her typical working day is expected to return to his/her work location at the City. As an alternative, employees may take vacation leave to meet jury duty or witness obligations and may retain both City paid wages as well as court compensation.

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HOURS OF WORK

It is the policy of the City to establish the time and duration of working hours as required by the workload, customer service needs, the efficient management of personnel and departmental resources, and any applicable law.

Each Supervisor determines the schedule of hours for employees with final determination by the Deputy City Supervisor or City Supervisor. Employees are to be informed of their daily schedule of hours of work, including meal and rest periods, and any changes deemed necessary or desirable by the City.

Supervisors may schedule overtime or extra shifts when, and to the extent, it is deemed necessary. Supervisors will assign overtime to non-exempt employees in a particular job for which overtime is required. Employees are not permitted to work overtime without the prior approval of their Supervisor.

Employee attendance at lectures, meetings, and training programs, including travel time will be considered hours of work if such attendance is requested or approved by their Supervisor.

At their discretion, supervisors may allow non-exempt employees to make-up lost time during a given workweek, if the make-up time does not result in placing the employee on overtime.

All non-exempt employees are required to complete an individual time record showing the daily hours worked.

REST & MEAL PERIODS

Idaho law does not require employers to give breaks or meal periods. However, the City of Moscow is committed to providing a work environment that supports employees' best efforts. As such, rest and meal periods are provided for employees as follows:

Rest Periods

All employees are permitted a 15-minute paid rest break for each four-hour work period unless conditions do not allow. Breaks are not permitted at either the beginning or end of the workday to offset arrival and departure times. Employees who choose to remain at work during rest breaks are not entitled to leave before the scheduled quitting time and will not receive extra pay for the time worked. Employees who voluntarily work through their rest breaks will not be paid additional compensation.

Time spent on rest breaks will be compensated as working time, and employees are not required to sign out and in on their time cards. However, employees are expected to be punctual in starting and ending their breaks.

Meal Periods

All employees who work eight or more hours in a day are required to take an unpaid meal break of 30 to 60 minutes depending on operating requirements. Part-time employees scheduled to work more than five consecutive hours during any workday will receive a meal break of the same duration as full-time employees in their department. Meal breaks are not counted toward hours worked.

Employees are to be completely relieved from duty during their meal break. If a non-exempt employee is required by his/her supervisor to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Enforcement

Supervisors are responsible for scheduling the time for employee rest and meal periods and should take into consideration the workload and the nature of the job performed. Supervisors may also schedule the place for rest breaks. Whenever necessary, the frequency, time, and place of meal and rest periods may be changed.

ATTENDANCE AND PUNCTUALITY

The City requires all employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow and customer service and will not be tolerated.

Supervisors will notify employees of their starting, ending, and break times. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time.

Employees must notify their supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. Such notification should include a reason for the absence or tardiness and an indication of when the employee can be expected to report for work. If the supervisor is unavailable, notification should be made to supervisor's supervisor.

Employees are to be compensated during authorized absences in accordance with City policies. Non-exempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not receive compensation for time missed because of tardiness or early departure if the time missed exceeds ten minutes after starting time or before quitting time. Failure to properly notify the City of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action, up to and including termination.

Employees who are delayed in reporting for work more than thirty minutes and who have not notified their supervisor of the expected tardiness may lose their opportunity to work the balance of the work day. In addition, employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees who report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work.

Employees are expected to report for work during inclement weather conditions if the City does not declare an emergency closing.

Employees will not be required or permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost if the result of making up such time will put the employee in overtime status during the workweek.

Employees must report to their supervisor as soon as possible when late or absent, to explain the circumstances surrounding their tardiness or absence, and, when applicable, certify that they are fit to return to work. When appropriate, the supervisor should counsel the employee on the importance of good attendance and warn that excessive tardiness or absences will lead to discipline, up to and including termination.

Unauthorized or excessive absences or tardiness will result in disciplinary action, up to and including termination. An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved.

Employees who are absent from work for three consecutive days without giving proper notice to the City will be considered as having voluntarily quit and/or resigned. At that time, the City will formally note the termination and advise the employee of the action by certified mail to the employee's last known address.

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OVERTIME

Overtime pay earned in a particular workweek must be paid on the regular payday for the pay period in which the wages were earned. The amount of overtime pay due to an employee is based on the employee's regular rate of pay and the number of hours worked in a work period as defined in this policy document. For the purposes of this policy, employee classifications may be referenced as adopted in this document. Specifically, all employees are classified as exempt (salaried) or non-exempt (hourly) for purposes of complying with the federal Fair Labor Standards Act (FLSA).

It is the policy of the City to avoid the necessity for overtime work. When overtime is necessary and consistent with protection of the lives and property of the citizens of Moscow and the efficient operation of the various Departments, such overtime may be authorized by the employee's supervisor, but shall be kept at a minimum.

Overtime applies to only non-exempt employees and shall be defined as any time worked beyond the regular hours designated in the work period. A minimum of 40 hours per work period for non-public safety personnel and 80 hours per pay period for sworn law enforcement/fire personnel before overtime is applied.

Hours charged to sick leave, annual leave, compensatory time or a City-designated holiday will be counted as hours worked for overtime purposes. **EXCEPT**, only for emergency services personnel who work shifts, holiday pay will not be counted when calculating the number of hours worked during a forty (40) hour pay period

Non-exempt (hourly) employees (as defined by the Fair Labor Standards Act) receive overtime pay of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in a work week.

Supervisors are responsible for ensuring that overtime hours are kept to a minimum. The Supervisor has the discretion, in situations where an employee works more hours than their regular work schedule, to adjust the employee's hours for the rest of the work period to avoid overtime whenever possible.

Employees entitled to overtime compensation will receive overtime pay at a rate of one and one-half times their regular rate of pay for each hour worked in excess of the defined work period. The City will allow the accumulation of compensatory time instead of overtime pay at a rate of 1 ½ hours for each hour worked in excess of the defined work period.

To earn overtime compensation, an employee must have his/her immediate Supervisor's prior approval. Overtime work required to meet an emergency does not require advance approval, but must be approved by the immediate Supervisor for payroll purposes.

COMPENSATORY PAY

Compensatory time off is time off with pay earned at the rate of 1.5 hours of leave in lieu of taking overtime pay. The City will allow the accumulation of compensatory time in lieu of cash in an amount not to exceed eighty (80) hours at any time. University Special Events overtime shall not be taken in compensatory time. Compensatory time must be pre-approved by the immediate supervisor.

When an employee selects compensatory time in lieu of cash, a later request to convert the compensatory time to cash will not be permitted, except in situations where the employee has requested to use compensatory time and that time off was unable to be scheduled and reasonable opportunities to use such time were not available.

Employees will be paid for all accrued compensatory time upon their termination of employment.

COMPENSATORY TIME

Compensatory time, is leave that is earned in lieu of taking overtime pay. Compensatory time may be earned whenever required by a supervisor or when requested by an employee with a supervisor's approval.

The use of compensatory time off should be requested forty-eight (48) hours in advance and approved by the supervisor or department head. This time limitation may be altered on a case by case basis at the discretion of the supervisor or department head. The use of earned compensatory leave depends upon the department's ability to effectively operate during a requested absence. Every effort will be made to permit an employee to use compensatory leave on the date requested unless doing so would unduly disrupt the operations of the department.

If repeated requests to use compensatory time are unable to be scheduled and, reasonable opportunities to use such time are unavailing, an employee's accrued compensatory time will be paid via the payroll process. In the event the supervisor or employee feel repeated requests for time off have not been met or are not able to be accommodated, a request for such payout is to be directed to Human Resources for review.

Compensatory time is not available to be used until the work period following the work period in which it was earned. More specifically, employees may not work more hours in the one week of a work period to earn compensatory time, then take that time in the other week of a work period when less than their regularly scheduled hours are worked.

PAYROLL & TIME RECORDS

Employees are paid every two weeks throughout the year. All paychecks are distributed by direct deposit with paystubs issued on every payday. Paychecks compensate employees for work performed in the pay period preceding the week in which the check is issued.

Each non-exempt employee is responsible to accurately record time that he/she has worked following the procedures established by the Finance Department - Payroll Office. Each report of non-exempt employees must be signed manually or electronically by both the Supervisor and the employee. It must contain a certification that it is a true and correct record of the employee's actual time worked and benefits used for the time period covered. Any changes to the time record made by a Supervisor or the Payroll Office to correct mistakes must be acknowledged by the employee. Exempt employees may be required to document time worked or benefits used for accountability purposes.

Employees may not falsify their timesheet or alter another employee's timesheet in any way. Employees must not under- or over-report hours worked by themselves or other employees, or conceal any falsification of time records, even if instructed to do so by a supervisor, department head, an Elected Official, or another person. If instructed to do so, the employee must immediately report it to the City Attorney.

Every effort will be made to ensure that employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. Each employee must monitor the accuracy of compensation received and review his/her paper or electronic paycheck stub when received to make sure it is correct. The information shown on the employee's paycheck stub is provided for information only. Actual practices regarding the issuance of paychecks and allocation of employee benefits must be consistent with the City's official policy. In the event of disagreement between the computer-generated paycheck stub and official policy, as interpreted by the City Council, the policy will prevail. Employees are obligated to call the City's attention to any such errors, whether to the employee's advantage or disadvantage. When mistakes are made and are called to the City's attention, the City will correct the error as soon as possible.

INACTIVE-DUTY OR TRAINING MILITARY LEAVE

Any full-time or permanent part-time employee serving in the United States uniformed services is entitled to time off at full pay for certain types of inactive duty in the National Guard or as a Reserve of the Armed Forces. This leave category is provided to cover the hours of leave necessary to cover the period of inactive duty, training, and necessary travel (the equivalent of up to approximately three 40-hour workweeks). Employees have three options for managing their military time and pay as follows:

1. During this period of leave, City employees may be paid their regular pay rate, including all benefits to maintain in-service pay status (prorated for permanent part-time employees by the number of hours in the employee's regular schedule). In exchange, compensation the employee receives from active or inactive duty is paid over to the City of Moscow up to, but not to exceed, the net pay distributed to the employee.
2. An employee may be eligible for leave without pay, as long as the employee has a combination of hours worked, vacation used, or compensatory time is taken, which equals 20 hours or more in any week. This instance also requires verification from payroll that all employee obligations for payroll deductions and expenses can be met.
3. An employee may take vacation leave to meet inactive-duty or training obligations and may retain both City paid wages as well as military paid wages.

ACTIVE-DUTY MILITARY LEAVE

Active-Duty Military Leave is granted if an employee is absent to serve in the United States' uniformed services for a period of up to five years (not including specific involuntary extensions of service). A leave without pay of absence will be granted to an employee to participate in ordered and authorized field training in accordance with Idaho Code §§ 46-407 and 46-409, and the Uniformed Services Employment and Reemployment Rights Act (USERRA). The City will re-employ returning service members in the job that they would have maintained had they not been absent for uniformed service who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain rights with respect to reinstatement, seniority, layoffs, and compensation.

If the employee's military leave is for 30 days or less, the City will continue health benefits as if the employee is actively working. If the employee's military leave is for a period of 31 days or more, the City will terminate paid status benefits, but will provide COBRA-like benefits, cost to be paid by the employee, for up to 24 months as required by USERRA (subject to change based on USERRA law).

Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available due to a reduction in force, the employee will be treated in the same manner as though he/she were not on leave at the time of the reduction in force.

MOSCOW VOLUNTEER FIRE DEPARTMENT LEAVE

City of Moscow employees are, at the discretion of their supervisor, granted time off with pay during regular work hours while serving as a volunteer with the Moscow Volunteer Fire Department for active call outs. Employees must be in good standing with their supervisor and department. Overtime is not permitted to accommodate for volunteer hours provided during regular work hours.

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DISCRETIONARY LEAVE

Paid time off not deducted from any leave bank provided to exempt employees only and may be approved only by the City Supervisor or by the Deputy City Supervisors.

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HOLIDAYS

It is the policy of the City to designate and observe certain days each year as holidays. Holidays begin at midnight and end at 11:59 p.m. the following day. The City observes holidays that occur on a Saturday or Sunday on either the preceding Friday or following Monday. Holidays observed by the City include the following (other holidays may be declared by the Mayor and City Council):

- New Year's Day (January 1)
- Idaho Human Rights Day (3rd Monday of January)
- President's Day (3rd Monday of February)
- Memorial Day (last Monday of May)
- Independence Day (July 4)
- Labor Day (1st Monday of September)
- Thanksgiving Day (4th Thursday of November)
- The day following Thanksgiving (substitute for Indigenous People's/Columbus Day)
- Christmas Day (December 25)

Holiday are paid per employee types as follows:

- Regular full-time employees are eligible to receive their regular pay rate for eight (8) hours for each observed holiday.
- Regular part-time employees who work 30 or more hours per week are eligible to receive holiday pay on a pro-rata basis and only for their regularly scheduled number of hours up to 8 hours.
- Temporary employees and employees on leaves of absence or on layoff are not eligible to receive holiday pay.

To receive holiday pay, an eligible employee must be at work, or on an approved absence, on the workdays both immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation or other paid leave. If an employee is absent on one or both of these days because of an illness or injury, the City reserves the right to verify the reason for the absence before approving holiday pay.

Non-exempt employees who work on a City-designated holiday may choose compensatory time off or pay at the rate of one and one-half times the amount of time worked.

FLOATING HOLIDAY

Eight hours of personal time each calendar year may be taken as a paid day off. Floating holidays may not be carried over to the next calendar year.

Requests for the use of an employee's Floating Holiday are to be made in writing to the responsible supervisor. Efforts will be made to accommodate the preference of the employee in Floating Holiday scheduling, but first priority will be the orderly functioning of affected departments. Floating Holiday's may not be used until they are earned. Floating Holiday's may be taken in eight-hour increments only.

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VACATION

Full-time, regular employees are eligible to accrue vacation leave based on length of service. The City Supervisor may determine the vacation accrual rates for new employees. Part-time employees who work an average of 30 hours per week accrue vacation hours on a prorated basis. Temporary employees are ineligible for vacation accrual.

Full-time, regular employees accrue vacation at the following rates, exempt employees may qualify for a different accrual schedule:

	Non-Exempt Employees	FLSA Exempt Employees
• Year 1 through 4	8 hours per month	12 hours per month
• Year 5 through 8	10 hours per month	14 hours per month
• Year 9 through 12	12 hours per month	16 hours per month
• Year 13 through 16	14 hours per month	18 hours per month
• Year 17 through 20	16 hours per month	18 hours per month
• Year 21 +	18 hours per month	18 hours per month

The maximum accumulation at the end of the calendar year is 240 hours. An employee may request an additional 40 hours to be rolled over at the end of the year. All requests are subject to approval by employee's supervisor and the City Supervisor.

Requests for vacation leave are to be made in writing to the responsible supervisor. Efforts will be made to accommodate the employee's preference in vacation scheduling, but the first priority will be the orderly functioning of the affected departments. Vacation leave may not be used until it is earned or in any amount greater than the number of vacation leave hours accrued.

If a paid holiday falls within an employee's vacation period, time for the holiday will not be charged to the employee's vacation credit. If an employee qualifies for sick leave during his/her vacation period, such time will not be charged to the employee's vacation credit.

Upon termination of employment, employees shall be paid for all unused vacation accrued. Employees who leave in good standing may be eligible by approval of the City Supervisor to take vacation to extend their in-pay status beyond their final day in office.

DISABILITY LEAVE

Employees who are unable to work because of a disability may be granted a disability leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. It also covers injury, alcoholism and/or drug dependence, mental illness, or prolonged physical illness. Sick leave rules apply to this type of leave.

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SICK LEAVE

The City recognizes that there are times when employees themselves or their dependents have health problems that require time away from work. Sick leave is provided for the following circumstances.

- a. Personal illness or injury including pregnancy and birth of a child;
- b. Care for children, spouse or other members of immediate family when they have a health condition that requires supervision/ treatment;
- c. Medical, dental or optical appointments for self or dependents, if arranged in advance with the appropriate supervisor;
- d. Up to five works days of sick leave may be used for Bereavement Leave.

Regular, full-time employees accrue three point six-nine (3.69) hours of sick leave per pay period of continuous service. Regular part-time employees who work an average of thirty (30) hours per week accrue sick leave hours on a prorated basis. Sick leave accrues only when an employee's status is active, i.e., working or taking paid time off. The maximum accumulation of sick leave is nine hundred sixty (960) hours. Once maximum accumulation is reached, no additional hours are accumulated until the employee's balance falls below nine hundred sixty (960) hours.

In the event sick leave is needed, the appropriate supervisor must be notified initially; daily contact must be made after that unless otherwise arranged. A signed physician's release may be required for leaves of three days or more.

A supervisor may request a signed physician's release at any time when an employee is suspected of abusing sick leave. Absences that are designated as Family and Medical Leave Act absences must be converted to a leave of absence if employment rights are to be maintained under the FMLA. Employees returning from sick leave may be asked to provide certification of their ability to perform their job's essential functions.

Sick leave may not be used until it is earned or in any amount greater than the number of sick leave hours accrued.

Any misuse of sick leave will be considered cause for discipline, which may include termination of employment.

When an employee leaves City employment in good standing, with the City Supervisor's approval, 15% of the value of sick leave hours accumulated will be contributed to the employee's VEBA account. Sick leave payout is forfeited when an employee leaves City employment due to termination.

SICK LEAVE BANK

The purpose of the Sick Leave Bank is to provide a means of obtaining additional sick leave days to avoid loss of compensation and to remain in pay status due to a significant or catastrophic illness or injury. Catastrophic injury or illness is defined as a life-threatening condition or combination of conditions affecting the mental or physical health of the employee. The catastrophic illness or injury must require the services of a health provider. This benefit is available to eligible, voluntarily participating employees who have legitimately exhausted all of their accumulated sick and vacation leave.

The sick leave bank will not be made available in cases of suspected sick leave abuse.

Human Resources shall be responsible for managing and administering the Sick Leave Bank to include the procedural establishment, solicitation of contributions, processing of applications, and records management.

All regular full-time City of Moscow employees who have a sick leave balance of forty (40) or more hours at the time of the initial contribution of eight (8) hours of sick leave shall be eligible to participate in the Sick Leave Bank. Initial contributions are deducted from the sick leave days available to the contributing employee. Once hours are contributed to the Sick Leave Bank, they may not be reclaimed by the employee. Only employees who are active members of the Sick Leave Bank shall be eligible to draw on the Sick Leave Bank.

Newly hired employees shall be eligible to participate in the Sick Leave Bank the month following the successful completion of their introductory period and after their initial contribution has been made. Once employees elect to participate in the Sick Leave Bank, membership is established for the duration of their employment with the City of Moscow.

A participant granted leave of absence shall retain his/her status upon returning to regular duties.

Criteria for Sick Leave Bank usage is as follows:

- a. Catastrophic accident by the employee requiring absences from work.
- b. Catastrophic illness of the employee.
- c. Extended hospitalization of the employee.

Appropriateness of previously used employee earned sick leave will be considered. No requestor may borrow more than twenty (20) days of sick leave at any one time. Requests are limited to two per incident.

An employee may apply for Sick Leave Bank hours only after exhausting all accumulated paid leave time. This time includes all earned vacation, sick, and compensatory time. The employee must apply for approval as outlined in the application and approval process. Once approved, the employee may draw on sick leave hours granted.

To be considered for Sick Leave Bank hours, an application, signed by the employee's supervisor(s), must be submitted to the Human Resources Department for approval by the City Supervisor. Applications for Sick Leave Bank assistance must be in writing and accompanied by appropriate documentation outlined in the application. Progress reports may be required as a condition of receiving sick leave hours from the Sick Leave Bank.

If the City of Moscow discontinues the Sick Leave Bank - employees who are members in good standing will be credited 8 hours of sick leave to their accounts.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

This section contains a summary of FMLA rights and responsibilities and is not intended to be a complete statement of all FMLA issues that may arise. Please check with the Human Resources Office in identifying FMLA leave issues.

- The US Department of Labor has published an FMLA resource for employees: www.dol.gov/whd/fmla/employeeguide.pdf.
- It has also published a guide for employers that is also beneficial to employees: www.dol.gov/whd/fmla/employerguide.pdf.

Eligibility Requirements

To be eligible for FMLA benefits, before any leave request, the employee:

1. must have worked for the City for at least twelve (12) months; and
2. must have worked at least one thousand two hundred fifty (1,250) hours for the City during the previous twelve (12) months;

FMLA Rights

1. An eligible employee is entitled to job-protected, leave without pay for the following reasons:
 - a. birth and care of the eligible employee's newborn child within one (1) year of birth;
 - b. placement for adoption or foster care of a child with the employee, which must conclude within 12 months of the birth or placement of the child;
 - c. care of an immediate family member (spouse, child, parent) who has a serious health condition;
 - d. care of the employee's own serious health condition; or
 - e. any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty in the Armed Forces.
2. The employee may request up to twelve (12) workweeks of leave during which the City will continue the employee's benefits (employer portion only). The twelve (12)-month period is determined using a "rolling" twelve (12)-month period measured backward to the date an employee first uses any FMLA leave. If the employee does not return to work at the end of the FMLA leave for reasons other than the continued serious health condition of the employee or eligible family member, the City may recover from the employee the premiums that were paid for the employee's medical coverage during the FMLA leave period.
3. Total FMLA leave for employee spouses/parents who both work for the City is twelve (12) workweeks combined if the leave is for reasons other than the employee's own personal serious illness.

Concurrent Use of Accrued Leave and Worker's Compensation Required

1. Employees are required to use any accrued paid vacation and sick leave concurrently with any FMLA leave. If the employee does not have sufficient accrued vacation and sick leave to cover the time out on FMLA leave, the employee may take the remainder of FMLA

leave as leave without pay. Employees will continue to accrue vacation and sick leave while utilizing such leave, but will not accrue such leave during the unpaid portion of their leave.

2. If the employee is on Worker's Compensation leave, such leave will also run concurrently with any FMLA leave.

Employee Obligations

1. Employees are required to give thirty (30) days advance notice or as much time as practical when the need for FMLA leave is foreseeable. The employee must notify his/her supervisor and the Human Resources Department immediately.
2. The employee may be required to provide medical certification by his/her physician or medical practitioner indicating the diagnosis and probable duration of the employee's or family member's FMLA qualifying medical condition. The City may also require second or third opinions at the City's expense.
3. Employees who are on FMLA leave for their own serious illness for at least two (2) weeks or ten (10) working days are required to provide a medical practitioner's fitness for duty report prior to returning to work. The employee must provide his/her medical practitioner with an official City of Moscow job description so that the practitioner can evaluate whether the employee will be able to perform all of his/her duties on his/her return to work. FMLA leave may be denied if these requirements are not met. The decision to allow an employee to return to work will be solely the City's in compliance with the provisions of FMLA. If a doctor finds that the employee is not fit to return to duty, the employee will not be allowed to return to work.
4. An employee on FMLA leave will not be allowed to work for any other employer without prior approval from his/her supervisor. An employee who violates this rule will be subject to disciplinary proceedings up to and including termination from employment.
5. Employees should contact the Human Resources Department to discuss their rights and obligations for continuation of any current benefits they are receiving. Employees must plan for payment of their portion of their benefit costs or discontinuation of those benefits will occur.
6. To request FMLA leave, the employee must contact the Human Resource Department indicating the reason for requesting FMLA leave and the expected duration of leave and memorialize the request in writing.

Types of FMLA Leave

There are two types of FMLA leave: continuous and intermittent/reduced work schedule.

1. Continuous FMLA Leave. An employee, who is off work entirely for a single qualifying reason, is on continuous FMLA leave.
2. Intermittent FMLA Leave. Employees requesting intermittent leave or reduced work hours should schedule their leave so as to disrupt the City's operations as little as possible. FMLA leave may be taken intermittently or on a reduced leave schedule with prior written approval from the employee's supervisor or when "medically necessary." In the circumstance of birth or placement of a child for adoption or foster care.

Intermittent leave is processed as other FMLA leave types, ongoing scheduling requires approval by the employee's supervisor and group Deputy City Supervisor.

Employer's Rights and Obligations.

1. The City has the right to determine whether the employee is or is not an "eligible employee" under the Act and to place an employee on FMLA leave without the employee's consent if the employee meets the eligibility requirements under the Act.
2. The City may require periodic notices of the employee's FMLA status and his/her intent to return to work. If an employee gives unequivocal notice of intent not to return to work, the City's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.
3. The City will return the employee to the same or an equivalent position after returning from FMLA leave with equivalent pay, benefits, and working conditions, subject to the terms of the FMLA. The only exception may be for individuals who, under the provisions of the FMLA, are considered to be a "key employee" whose extended absence would cause "substantial and grievous economic injury".
4. The City may request medical certification that an employee is fit to resume work. Employees returning from leave will be restored to their original or equivalent position if they are physically and mentally able to perform their previous duties at their previous level of competence. In cases where these conditions are not met, the City will attempt to place the employee in a position appropriate to his/her competence, subject to availability of funds.

The National Defense Authorization Act

1. The FMLA provides an entitlement of up to twenty-six (26) weeks of leave without pay during a single twelve (12) month period to an eligible employee who must care for a covered service member, defined as a person who is a spouse, son, daughter, parent or next of kin of the employee and has a serious injury or illness incurred in the line of duty that renders that person unfit to perform his or her duties in the Armed Forces. If this type of leave is requested, the City may require medical certification that the service member being cared for has a serious health condition and that it was incurred in the line of duty.
2. FMLA also provides twelve (12) weeks of FMLA leave to an employee if his or her spouse, son, daughter or parent has been called to active duty with the Armed Forces. No serious medical condition is required for this type of leave. If this type of leave is requested, the City may require certification that the service member has actually been called to active duty.
3. Employees are required to provide prior notice when the need for this type of FMLA military leave is foreseeable.

CITY COUNCIL STAFF REPORT

DATE: Monday, May 3, 2021



AGENDA ITEM TITLE

Paradise Pathway Lighting Project - 2021 Bid Results and Contract Award - Nate Suhr

RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City published an advertisement for bids on April 2nd, 2021 for the Paradise Pathway Lighting Project. The bid for the project includes the installing an electrical service connection, eighteen (18) lighted bollards, and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. Work also consists of the trenching and installation of approximately two thousand eight hundred and fifty (2850) feet of conduit, accompanying electrical wire, and installing seven (7) junction boxes to power the lighting system. The Engineer's estimate for the project was \$178,035.40. Bid opening for the project took place on April 20th, 2021, at which one (1) bid was received. The bid received was in the amount of \$358,458.00 and was submitted by Germer Construction, Inc. A bid tabulation is attached. This was considered by Public Works/Finance Committee on April 26th and the Committee made the recommendation to reject all bids.

STAFF RECOMMENDATION

Recommend that City Council Reject all bids.

PROPOSED ACTIONS

ACTION: Reject all bids.

FISCAL IMPACT

This project would be expended out of the Paradise Pathway System Improvements line item 350-150-770-83

PERSONNEL IMPACT

This project would be managed and inspected by Engineering Division Staff.

ATTACHMENTS

1. Paradise Pathway Lighting Project - 2021 Bid Tabulation

Paradise Pathway Lighting Project - 2021
Bids Opened 4/20/2021

				Engineers Estimate		Bid From: Germer Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total
1	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$25,317.00	\$25,317.00
2	Remove / Dispose Bituminous Surface	12	SY	\$120.00	\$1,440.00	\$121.00	\$1,452.00
3	Install 1-Inch Electrical Conduit	2850	LF	\$18.00	\$51,300.00	\$52.50	\$149,625.00
4	Bollard	18	EA	\$1,573.84	\$28,329.12	\$2,248.00	\$40,464.00
5	Overhead Lighting Fixtures W/ Poles	29	EA	\$1,733.32	\$50,266.28	\$3,370.00	\$97,730.00
6	Electrical Service Connection	1	EA	\$8,000.00	\$8,000.00	\$8,670.00	\$8,670.00
7	Hot Mix Asphalt Patching	12	SY	\$450.00	\$5,400.00	\$500.00	\$6,000.00
8	Straw Wattles	1100	LF	\$5.00	\$5,500.00	\$12.00	\$13,200.00
9	Silt Fence	400	LF	\$7.00	\$2,800.00	\$15.00	\$6,000.00
10	Force Account	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				TOTAL	\$178,035.40	TOTAL	\$358,458.00

CITY COUNCIL STAFF REPORT

DATE: Monday, May 3, 2021



AGENDA ITEM TITLE

Slurry Seal - 2021 Bid Results and Contract Award - Nate Suhr

RESPONSIBLE STAFF REVIEWED BY

Nate Suhr, Senior Engineering Technician This was considered by the Public Works/Finance Committee on April 26, 2021 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

The City published an advertisement for bids on April 2nd, 2021 for the Slurry Seal -2021 Project. The bid for the project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations: Area 1 - Concord, Eisenhower, and Moser (56,717 SY); Area 2 – Adams, Spotswood, and Styner (44,320 SY); Area 3 – Jackson and “D” Street (3,186 SY). On April 12, 2021 an addendum was issued adding Area 4 - Lanny, Highland, and Kirk Drive (11,844 SY).

The Engineer's estimate for the project, including the addendum, was \$197,313.90. Bid opening for the project took place on April 16th, 2021, at which four (4) bids were received. Of the responsive bids received, numbers ranged from \$207,759.93 to \$247,222.71. Blackline, Inc. was the low bidder on the project and a bid tabulation is attached. This was considered by the Public Works/Finance Committee on April 26, 2021 and recommended for approval.

STAFF RECOMMENDATION

Accept the low bid from Blackline, Inc. and award the contract in the amount of \$207,759.93, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$20,775.99) of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the low bid from Blackline, Inc. and award the contract in the amount of \$207,759.93, and authorize staff approval for construction change orders in an amount not to exceed 10% (\$20,775.99) of the contract amount.

FISCAL IMPACT

Funds for the project will be expended from the Street Fund Pavement Management Program line Item 350-150-770-83.

PERSONNEL IMPACT

This project will be managed by City of Moscow Engineering Division Staff and inspected by City of Moscow Streets Division Staff.

ATTACHMENTS

1. Slurry Seal - 2021 Bid Tabulation
2. ConstructionAgreement-Slurry Seal 2021_final

Slurry Seal - 2021
Bids Opened 04/16/2021

Item No.	Item Description	Qty.	Unit	Engineers Estimate		Bid From: Blackline		Bid From: Morgan Pavement		Bid From: Intermountain Slurry Seal		Bid From: Doolittle Construction	
				Unit Price	Amount	Price	Total	Price	Total	Price	Total	Price	Total
1	Asphalt Slurry Seal Coat Type II	116067	SY	\$1.70	\$197,313.90	\$1.79	\$207,759.93	\$1.85	\$214,723.95	\$1.97	\$228,535.92	\$2.13	\$247,222.71
				TOTAL	\$197,313.90	TOTAL	\$207,759.93	TOTAL	\$214,723.95	TOTAL	\$228,535.92	TOTAL	\$247,222.71

**CONSTRUCTION AGREEMENT
FOR SLURRY SEAL - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND BLACKLINE, INC.**

THIS CONSTRUCTION AGREEMENT FOR INDIAN HILLS WATER LINE IMPROVEMENTS BETWEEN CITY OF MOSCOW, IDAHO AND BLACKLINE, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Blackline, Inc., PMB 196, 13023 NE Hwy 99, Ste. #7, Vancouver, Washington, 98686 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" and amended through "Addendum No. 1", CONTRACTOR submitted a Bid Proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Drawings, Specifications and Proposal, Attachment 'A' for: Slurry Seal 2021- City of Moscow Project No. 111-021;
2. Addenda issued prior to the opening of bids, see Attachment 'B';
3. Bid Proposal of CONTRACTOR, dated April 16, 2021, see Attachment 'C';
4. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement; and
5. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire Work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter “Project”) titled:

“Slurry Seal - 2021”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall not begin prior to June 14, 2021 and shall be substantially completed on or before August 31, 2021. Work shall be substantially completed within thirty (30) calendar days of commencement of work, unless adjustment of the substantial completion time is made in accordance with the provisions of the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of Two Hundred Seven Thousand Seven Hundred Fifty-Nine and 93/100 Dollars (\$207,759.93), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of Two Hundred Seven Thousand Seven Hundred Fifty-Nine and 93/100 Dollars (\$207,759.93), unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or Subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6.
SCOPE OF SERVICES

CONTRACTOR shall perform all Work required by the Contract Documents. All Work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its Subcontractors; or on account of or in consequence of any neglect in safeguarding the Project; or through use of unacceptable materials in constructing the Project; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Engineer and CITY.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except

upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.

LICENSES AND ADHERENCE TO LAW REQUIRED

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

ARTICLE 11.

EMPLOYMENT DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12.

LEGAL FEES

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

ARTICLE 13.

JURISDICTION, VENUE AND NONWAIVER

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

of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

ARTICLE 15. COMMUNICATIONS

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

CONTRACTOR:

Blackline, Inc.
PMB 196
13023 NE Hwy 99, Ste #7
Vancouver, WA 98686

CITY:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 16. NON-APPROPRIATIONS

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed hereunder.

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

ARTICLE 18. EXECUTION

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

CONTRACTOR

Blackline, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Blackline, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____



COMMUNITY PLANNING & DESIGN ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

SLURRY SEAL - 2021

CITY OF MOSCOW PROJECT NO. 111-021

CITY OF MOSCOW, IDAHO

**Community Planning and Design
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

For

SLURRY SEAL - 2021

CITY OF MOSCOW PROJECT NO. 111-021

**Original Signed By:
Brian Scott Bontrager**

**Date Original Signed:
04/02/2021
On File With:
City of Moscow
Engineering Division**

**CITY ENGINEER:
SCOTT BONTRAGER, P.E.**

TABLE OF CONTENTS

INVITATION TO BID	1
BID PROPOSAL	2
(DRAFT – DO NOT SUBMIT WITH BID)	5
CONSTRUCTION AGREEMENT	5
INSTRUCTION TO BIDDERS	11
IB-1. INTENT OF PLANS AND SPECIFICATIONS	11
IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION	11
IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	11
IB-4. PREPARATION AND DELIVERY OF PROPOSAL	11
IB-5. PROPOSAL GUARANTY	12
IB-6. US CITIZEN	12
IB-7. QUALIFICATIONS OF BIDDER	12
IB-8. AWARD OF CONTRACT	12
IB-9. FAILURE TO EXECUTE CONTRACT	13
IB-10. NONDISCRIMINATION IN EMPLOYMENT	13
IB-11. WAGE RATES	13
IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT	13
IB-13. PERFORMANCE PERIOD	14
IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK	14
IB-15. ALTERNATES	14
IB-16. SUB CONTRACTORS TO BE LISTED ON BID	14
GENERAL CONDITIONS	16
GC-1. COMPLIANCE	16
GC-2. DEFINITIONS	16
GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS	17
GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS	18
GC-5. INVESTIGATION BY BIDDERS	18
GC-6. NON-DISCRIMINATION	18
GC-7. INTERPRETATION OF THE SPECIFICATIONS	18
GC-8. CONTRACTS	18
GC-9. QUANTITIES FURNISHED BIDDERS	22
GC-10. MAJOR CHANGES	22
GC-11. EXTRA WORK	23
GC-12. MONTHLY PAYMENTS	23
GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES	25
GC-14. ABANDONMENT OF WORK	26
GC-15. AUTHORITY OF ENGINEER	26
GC-16. PERFORMANCE AND PAYMENT BONDS	27
GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED	28
GC-18. PATENT ROYALTIES AND PROCESS FEES	29
GC-19. CONTRACTOR RESPONSIBLE FOR WORK	29
GC-20. USE OF COMPLETED PORTION	29
GC-21. SIGNATURES	29
GC-22. ORDERS TO BEGIN WORK	29
GC-23. ORDER OF WORK	29
GC-24. EFFICIENCY OF OPERATION/LICENSING	30
GC-25. PROTECTION OF WORK AND PROPERTY	30
GC-26. RESPONSIBILITY FOR SAFETY	31
GC-27. GUARDS AND BARRICADES	31
GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES	31
GC-29. MAINTAINING POSTAL SERVICE	31
GC-30. EMERGENCY WORK	32
GC-31. SUPERVISION OF WORK	32

GC-32.	CORRECTION AND COMPLETION OF WORK	32
GC-33.	SUBSTITUTES CLAUSE	33
GC-34.	DETAILED BREAKDOWN OF CONTRACT PRICE	34
GC-35.	CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE	34
GC-36.	STREET CLEANUP DURING CONSTRUCTION	35
GC-37.	CLEANUP	35
GC-38.	PROOF OF TAX PAYMENT	35
GC-39.	HOLD HARMLESS REQUIREMENT	35
GC-40.	JURISDICTION AND DISPUTE RESOLUTION	35
GC-41.	PERMITS AND LICENSES	36
GC-42.	ENVIRONMENTAL MATTERS	36
GC-43.	NO THIRD PARTY BENEFICIARIES	37
GC-44.	COMPLIANCE WITH GRANT CONDITIONS	37
	ENGINEERING SPECIFICATIONS	38
ES-1.	SCOPE OF WORK	38
ES-2.	TRAFFIC CONTROL/R.O.W USE PERMITS	38
ES-3.	MATERIALS	40
ES-4.	REMOVALS AND DISPOSALS	40
ES-5.	EARTHWORK	41
ES-6.	SUBGRADE SEPARATION GEOTEXTILES	42
ES-7.	CRUSHED ROCK BASE	43
ES-8.	SOFT SPOT REPAIR	45
ES-9.	WATERING	46
ES-10.	WEIGHING	46
ES-11.	CONCRETE	47
ES-12.	CONCRETE CONSTRUCTION REQUIREMENTS	49
ES-13.	CONCRETE CURB	53
ES-14.	CONCRETE SIDEWALK	54
ES-15.	SUPERPAVE HOT MIX ASPHALT	57
ES-16.	CEMENT CONCRETE PAVEMENT	59
ES-17.	ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES	63
ES-18.	MANHOLES AND CATCHBASINS	64
ES-19.	TRENCH EXCAVATION AND BACKFILL	67
ES-20.	PIPE	74
ES-21.	GATE VALVES AND VALVE BOXES	82
ES-22.	FIRE HYDRANTS	83
ES-23.	STORM AND SANITARY CONNECTIONS	86
ES-24.	STREET / ALLEY CUT REPAIR	88
ES-25.	EROSION AND SEDIMENT CONTROL	88
ES-26.	STORMWATER RUNOFF CONTROL	88
ES-27.	IMPORTED TOPSOIL	88
ES-28.	SEEDING	88
ES-29.	TREE TRIMMING	89
ES-30.	INSPECTION	90
ES-31.	WORKMANSHIP AND CLEAN UP	90
ES-32.	MOBILIZATION	91
	SPECIAL PROVISIONS	92
SP-1.	ASPHALT SLURRY SEAL COAT (TYPE II)	92
	PART 1 GENERAL	92
	PART 2 MATERIALS	93
	PART 3 EXECUTION	97
	APPENDIX I	101

INVITATION TO BID

The City of Moscow, Idaho is accepting electronic bids to be submitted to the Community Planning and Design Building at 221 East Second Street, Moscow, Idaho 83843, and clearly marked "Bid Enclosed - Slurry Seal - 2021" until 3:00 p.m., prevailing local time, Friday, April 16, 2021, for the following project:

SLURRY SEAL - 2021

The project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations:

Area 1	Concord, Eisenhower, and Moser	56,717 SY
Area 2	Adams, Spotswood, and Styner	44,320 SY
Area 3	Jackson and D Street	3,186 SY

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Capital Projects Administrative Assistant, Kendra Ewing, bids must be submitted by e-mail to kewing@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, April 16, 2020. All responders will be notified of results by e-mail by Tuesday, April 20, 2021. *Contact Kendra Ewing at kewing@ci.moscow.id.us with any questions.*

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Moscow, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SLURRY SEAL - 2021, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned holds Idaho Public Work's License Number _____.

SLURRY SEAL - 2021

PAGE 2 OF 105

11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16:

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
a.			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SLURRY SEAL - 2021 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for the prices in accordance with the completed schedule contract prices as follows:

BID SCHEDULE

SLURRY SEAL - 2021

<u>Item No.</u>	<u>Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Slurry Seal Coat Type II	104,223 SY	\$ _____	\$ _____
			BID TOTAL	\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

SLURRY SEAL - 2021

PAGE 4 OF 105

(DRAFT – DO NOT SUBMIT WITH BID)

**CONSTRUCTION AGREEMENT
FOR SLURRY SEAL - 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND _____**

THIS CONSTRUCTION AGREEMENT FOR SLURRY SEAL - 2021 BETWEEN CITY OF MOSCOW, IDAHO AND _____ (hereinafter "Agreement"), dated this _____ day of _____, 2021, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a Bid Proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive Bid Proposal; and

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through six (6), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: Slurry Seal - 2021
City of Moscow Project No. 111-021
3. Bid/Proposal of CONTRACTOR, dated _____, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to the opening of bids, to be physically attached to this Agreement;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

SLURRY SEAL – 2021

PAGE 5 OF 105

**ARTICLE 2.
WORK**

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"Slurry Seal - 2021"

**ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially completed on or before August 31, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof are permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or by any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

**ARTICLE 4.
CONTRACT SUM**

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of _____, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of _____ unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties

SLURRY SEAL - 2021

PAGE 6 OF 105

hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR's employees, agents, representatives or Subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all Work required by the Contract Documents. All Work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its Subcontractors; or on account of or in consequence of any neglect in safeguarding the Project; or through use of unacceptable materials in constructing the Project; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Engineer and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

**ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED**

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

**ARTICLE 11.
EMPLOYMENT DISCRIMINATION**

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

**ARTICLE 12.
LEGAL FEES**

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

**ARTICLE 13.
JURISDICTION, VENUE AND NONWAIVER**

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

**ARTICLE 16.
NON-APPROPRIATIONS**

This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party, and CONTRACTOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed hereunder.

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

This Agreement shall not become effective or binding until approved by the CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

ARTICLE 18. EXECUTION

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

CONTRACTOR

CITY

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for _____.

(seal)

Notary Public residing at: _____
My commission expires: _____

SLURRY SEAL-2021

PAGE 10 OF 105

INSTRUCTION TO BIDDERS

IB-1. INTENT OF PLANS AND SPECIFICATIONS

- A. It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.
- B. The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

- A. Additional information relative to the Plans and Specifications may be obtained from the office of the City Engineer.

IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

IB-4. PREPARATION AND DELIVERY OF PROPOSAL

- A. Bids shall be prepared and submitted upon the "Proposal" form supplied by the Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.
- B. After the date and hour set for the opening of the bids, no bidder may withdraw his/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.
- C. If discrepancies exist between the Unit Prices and the Total Price or Bid Total amount, the CITY will use the Unit Prices and calculate a corrected Bid Total.
- D. The CITY reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the CITY.

IB-5. PROPOSAL GUARANTY

- A. Proposal Guarantee (Bid bond) is not required with bid submittal.

IB-6. US CITIZEN

- A. The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

IB-7. QUALIFICATIONS OF BIDDER

- A. The owner desires that this project shall be built by a contractor who is competent and adequately financed. The Owner may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.
- B. This public works project is not financed in whole or in part by federal-aid funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.
- C. The prime contractor shall submit with his/her proposal a list of the subcontractors and their license numbers.
- D. The successful bidder, in addition to listing the names and addresses of subcontractors in his bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may, within a reasonable time, object to as incompetent or undesirable.

IB-8. AWARD OF CONTRACT

- A. The contract will not be awarded until the CITY is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The CITY may request and the bidder must provide the CITY with a current balance sheet and a list of tools owned by the bidder.
- B. Within thirty-five (35) days after the opening of the proposals the CITY will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the CITY's judgment, will serve the best interest of the CITY.

- C. The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

IB-9. FAILURE TO EXECUTE CONTRACT

- A. In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after notification by the Engineer of the award of contract, the next best proposal will then be considered the successful bid and, at the discretion of the CITY, be awarded the contract.

IB-10. NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take action, if necessary, to ensure that applicants are employed, and treated during such employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

IB-11. WAGE RATES

- A. Contractors are not required to pay prevailing wages on this Project. Prevailing wages no longer are required on Public Works projects in Idaho.

IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

- A. The contractors, in consideration of securing the business of erecting or construction public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be without the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:
 - 1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him/her hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

IB-13. PERFORMANCE PERIOD

- A. This work shall start no earlier than July 5, 2021 and shall be substantially completed no later than August 31, 2021. The work shall be completed within Thirty (30) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

- A. The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division; another bidder may be awarded one of the other divisions).

IB-15. ALTERNATES

- A. If an alternative bid schedule is included, the bidder must submit a bid for each item in the alternate bid schedule. Low bid will be based upon the combined total price of the alternate(s) that the owner elects to use plus the base bid. If the owner elects to use an alternate(s), the amount of the contract will be the amount of the base bid modified in accordance with the amount of the alternate(s). An alternate may be additive to the scope of work described by the base bid items or may be substituted for the base bid item. Unit prices for alternate items will receive the same consideration for award as unit prices for base bid items.

IB-16. SUBCONTRACTORS TO BE LISTED ON BID

- A. All bidders shall comply with Idaho Code Section 67-2310. Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void. Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.
- B. The name, address, Idaho Public Works License Number and bid amount for each subcontractor to be utilized on the project must appear on the bid. Every subcontractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number

which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a subcontractor intends to perform work in more than one of these specialties, such a subcontractor must list its name, address, Idaho Public Works License Number, and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work). It is helpful, but not mandatory, that each subcontractor includes its specialty construction category numbers, if any, with its submission of its Idaho Public Works License Number.

- C. Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work, must include its name, address, and Idaho Public Works License Number which allow it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.
- D. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his bid, shall, within seven (7) days after opening of the bids, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or CITY may within a reasonable time object to as incompetent or undesirable.

GENERAL CONDITIONS

GC-1. COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless CITY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.
- B. All work shall be completed in accordance with the specifications and plans established for this project.

GC-2. DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Assistant Parks and Recreation Director	The City Parks & Facilities Manager of Moscow, Idaho, and/or engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned
Attorney	The City Attorney of Moscow, Idaho.
City	The City of Moscow, Latah County, Idaho ("CITY"), a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the CITY is to be considered the acts of the Council acting through the Mayor and Clerk.
City Engineer	The City Engineer of Moscow, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Clerk	The duly appointed City Clerk of the City of Moscow, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these

	specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of Moscow, Idaho.
Engineer	The Project Engineer, if such is designated by the Contract Documents.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the "Contractor" but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

GC-3. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one (1) and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
- C. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall pass upon them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, file with him/her such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him/her from responsibility for errors of any sort in shop drawings or schedules.
- D. The Contractor shall keep one (1) copy of all drawings and specifications on the work, in good order, available to the Engineer, CITY, and its representatives.

GC-4. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

- A. No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, CITY, and the Engineer.

GC-5. INVESTIGATION BY BIDDERS

- A. The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate the entire bid prices submitted on their proposals. No bidder may, without the consent of CITY, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-6. NON-DISCRIMINATION

- A. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, or disability.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitted proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.
- B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. CITY will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold CITY or any person responsible for any error or omission that may have been made by the bidder.

GC-8. CONTRACTS

- A. Contract Form
1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement
1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.
 - a. The Contractor shall bind every subcontractor to the following:
 - (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
 - (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
 - (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.
 - b. The Contractor agrees:
 - (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
 - (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

- (3) To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work done by him/her as the total amount certified to the Contractor is to the value of the work done by him/her.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than twenty (20) calendar days from receipt of each payment the Contractor receives from CITY. The Contractor shall return retainage to each Subcontractor within twenty (20) calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by CITY, and returned within twenty (20) calendar days of receiving the estimate payment.

D. CITY's Right to Terminate Agreement - If the Contractor:

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or
2. Fails to supply sufficient skilled workmen or suitable materials or equipment to complete the work within the time limits specified; or

3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Agreement; in any such event(s), CITY, upon recommendation of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then CITY shall have full power and authority, without violating the Agreement, to take the prosecution of the work from the Contractor. CITY may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an Agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
11. Costs and charges incurred by CITY, together with the cost of completing the work under the Agreement, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, then the Contractor and its surety shall be liable and shall pay to CITY the amount of such excess.

E. Contractor's Right to Stop Work or Terminate Agreement:

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work

executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

1. The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of CITY nor shall the Contractor assign any moneys due or to become due to him/her hereunder, without the prior written consent of CITY. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by CITY.

GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The quantities shown in the proposal are approximations only and are for the purpose of comparing bids. The CITY reserves the right to increase or decrease, within twenty five percent (25%) of the stated quantities, any of the quantities shown and the Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.

1. Should the actual quantities exceed twenty five percent (25%) in excess of the stated amounts, the Contractor shall notify the Engineer before said excess is considered extra work. The twenty five percent (25%) limit does not apply to items listed as optional by the CITY, or which are specifically excluded.
2. If a pay item is indicated as a contingency item, the Contractor shall be paid for only the actual quantity installed, and will be paid at the bid price up to twenty five percent (25%) in excess of the stated contingency bid quantity. Should the actual quantity exceed twenty five percent (25%) in excess of the stated contingency item amount, the Contractor shall notify the Engineer before said excess is considered extra work.

- B. Lump Sum Contract. The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the

change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.

- B. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- C. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions differing materially and cause an increase or decrease in the cost or time required for the performance of any work under the contract, and adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-11. EXTRA WORK

- A. CITY shall have the right to issue written change orders to Contractor within the general scope of the work without the consent of the Contractor and without notice to any surety of the Contractor. If for any reason extra work is ordered by CITY and the compensation for such extra work cannot be agreed upon in advance, such work will be paid for at the actual cost of the labor, materials, and field supervision required, with the addition of not to exceed a total of fifteen percent (15%) to cover general overhead and profit (including subcontractor's general overhead and profit), use of small tools, payment of insurance and medical aid, taxes, and all other costs in connection therewith. If a fixed sum or unit prices can be agreed upon for any extra work that may be ordered, such sum and prices, together with a description of the work, shall be made a part of the written order. Such orders will be prepared by the Engineer in triplicate, with one (1) copy to CITY, one (1) to the Contractor and one (1) retained by the Engineer.
- B. If during the progress of the work, the Contractor believes he/she is entitled to extra compensation for performing certain phases or items, any and all such claims must be promptly presented to CITY and the Engineer. Unless such claim is presented in writing within fifteen (15) days after it occurs, CITY may, at its discretion, reject the claim. CITY shall specifically reject claims of this nature that have been withheld by the Contractor for more than thirty (30) days.

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month,

and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.

- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 - 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 - 3. Failure of the Contractor to make proper payments to a subcontractor;
 - 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 - 5. Damages to another Contractor where there is evidence thereof;
 - 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

- A. The date of completion for this Agreement shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Agreement, and that failure to complete this Agreement by such date will result in financial injury to CITY. Contractor further agrees that failure to complete this Agreement by such date shall subject Contractor to payment of liquidated damages to CITY. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding of the actual loss suffered by CITY occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, CITY and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to CITY the sum of one-half of one percent (0.005) of the Agreement amount, including change orders, will be deducted by CITY for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the Agreement, the Contractor and its surety shall be liable for the excess.
- B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. Contractor shall be granted extensions of time for which liquidated damages will not be claimed by CITY for the following reasons:
1. A delay caused the Contractor by any suit or other legal action against CITY (except a legal action instituted by the Contractor) regarding this Project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, CITY will, upon request by the Contractor in writing, either negotiate a termination of the Agreement or grant a further extension of time, whichever shall be agreed.
 2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time so lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.
 3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to CITY and Engineer, in writing prior to the performance of such work, his/her estimate of the added time required for such work. CITY may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.
- C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

- D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- E. No Agreement adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- F. No Agreement adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this Agreement.

GC-14. ABANDONMENT OF WORK

- A. If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of CITY to make monthly payments, or refuses to comply with the provisions of the plans and specifications, CITY shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and CITY fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying CITY of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, CITY reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include CITY's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein CITY is made a co-defendant.

GC-15. AUTHORITY OF ENGINEER

- A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Agreement.
- B. The Engineer, including his/her employees and agents, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to CITY.
- C. Reexamination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, CITY shall pay the cost of the reexamination and replacement. If

such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.

- D. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or Agreement time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- E. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Agreement has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or sub-contractors at any approved tier, and not caused by weather, the Engineer will make an adjustment and modify the Agreement in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Agreement is warranted.
- F. In making the Agreement adjustment a markup for profit will only be allowed on changed or extra work caused by the delay or suspension. No profit will be allowed on any other delay or suspension costs including, but not limited to, standby costs or extended indirect costs. Payment for changed and extra work will be made in accordance with section GC-11.
- G. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the prescribed time.

GC-16. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to one hundred percent (100%) of the of the full Agreement price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to CITY. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and Agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the Agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this Agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such Agreement, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.
- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified

with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.

- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

GC-17. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

- A. The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied CITY in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this Agreement as will hold CITY harmless and shall indemnify CITY for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to CITY at the time of execution of this Agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to CITY and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause CITY to be named as an additional insured on all applicable insurance policies.
- B. The Contractor shall take out and maintain during the term of this Agreement, statutory worker's compensation insurance for all employees who will work on this Project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- C. The Contractor shall take out and maintain during the term of this Agreement comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
- D. The Contractor shall take out and maintain, during the term of this Agreement, builders' risk insurance which shall be written in completed value form, shall protect the Contractor and CITY against 'all-risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses,

during installation, during testing, and after the project is completed, but prior to final payment.

- E. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by CITY.
- F. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

GC-18. PATENT ROYALTIES AND PROCESS FEES

- A. The Contractor shall furnish CITY a license or licenses for the use of any process or processes in connection with this Project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

- A. The Contractor shall be responsible for all work until its acceptance by CITY.

GC-20. USE OF COMPLETED PORTION

- A. CITY reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which CITY may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-21. SIGNATURES

- A. A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the Agreement, the Agreement shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or Agreement is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the Agreement subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the Agreement.

GC-22. ORDERS TO BEGIN WORK

- A. The successful bidder shall not begin work until after the Agreement has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

GC-23. ORDER OF WORK

- A. The Agreement period and time of completion will be as set forth in the Instruction to Bidders included in the Contract Documents.

- B. GC-13 "Time of Completion/Liquidated Damages" of the General Conditions shall apply to interim as well as final completion dates.
- C. The specific details of the order of work will be established by the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule for the entire Project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability to the Engineer or CITY for Contractor's means, methods, sequences, techniques or site safety.

GC-24. EFFICIENCY OF OPERATION/LICENSING

- A. The work embraced in this Project shall be started at the earliest possible date after issuance of the Notice to Proceed, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and Agreement. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-25. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, structures, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the CITY thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of CITY.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this Agreement shall cause any damage, mutilation, or destruction whatsoever, of any tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such tree, or by the placement or storage of any materials which are hazardous to trees, near such tree, the Contractor shall:
 - 1. Inform the Engineer in writing of such need; and
 - 2. Plot the location of such tree on the site plan which is the subject of this Agreement; and
 - 3. Comply with all permit requirements as set forth in the Community Forest Ordinance, Moscow City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.

- D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by CITY.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas designated by CITY. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.
- G. Any structures, tanks, mechanisms or equipment damaged by the Contractor shall be repaired at the Contractors expense. Any fines or penalties incurred by CITY as a result of any damages to the facilities shall be paid or mitigated by the Contractor.

GC-26. RESPONSIBILITY FOR SAFETY

- A. The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by CITY.

GC-27. GUARDS AND BARRICADES

- A. The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify CITY and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

- A. Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer and Streets Department. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.

- B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

- A. The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

GC-31. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him/her shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence of discovery.

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.
 - 2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event, CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may,

upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

1. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. CITY shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work:

1. If the Engineer and CITY deem it inexpedient to correct work injured or done not in accordance with the Agreement, an equitable deduction from the Agreement price and/or extended warranty shall be made therefore.

GC-33. SUBSTITUTES CLAUSE

- A. In order to establish a basis of quality, certain processes, types of machinery and equipment, kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.
- B. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
- C. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.
- D. No extra compensation will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

- A. The Contractor shall, within ten (10) days after receipt of this notice to proceed, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

GC-35. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.
- B. It is the Contractor's responsibility to notify "CALL BEFORE YOU DIG" at nationwide #811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- C. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- E. The Contractor shall protect all other poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered, Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- F. The Contractor shall be solely and directly responsible to the CITY and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the Agreement. Contractor shall hold harmless, indemnify and defend CITY from any such claims.
- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the

Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.

- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

- A. The Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's work.

GC-37. CLEANUP

- A. The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

GC-38. PROOF OF TAX PAYMENT

- A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT. Copies of the form may be obtained from CITY, or from the Idaho State Tax Commission.
- B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. CITY shall not make final payment to Contractor until a tax release from the Idaho State Tax Commission has been received by CITY.

GC-39. HOLD HARMLESS REQUIREMENT

- A. In addition to other rights granted CITY by the Contract Documents, the Contractor shall indemnify and save harmless CITY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background

in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.

- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

- A. The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:
- B. Those required by the Moscow City Code, such as:

Community Forestry Ordinance	§5-8-1 et seq.
Building Code	§7-1-1 et seq.
Plumbing Code	§7-1-2 et seq.
Electrical Code	§7-1-3 et seq.
Gas Code	§7-1-4 et seq.
Contractor Licensing Ordinance	§7-16-1 et seq.
- C. Those required by the Idaho Code or other State Law.
- D. Those required by the Code of Federal Regulations or other Federal Law.

GC-42. ENVIRONMENTAL MATTERS

- A. Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

GC-43. NO THIRD PARTY BENEFICIARIES

- A. No claim as a third party beneficiary under this Agreement by any person other than Contractor shall be made or shall be valid against CITY, and CITY shall not be liable for or be held to pay any money to such person.

GC-44. COMPLIANCE WITH GRANT CONDITIONS

- A. Contractor shall comply with all conditions of and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

The scope of work for the project is as set forth in the project specific plans and specifications.

The intent of the contract is to provide for the construction and completion in every detail of the work described.

The City reserves the right to make, at any time during the progress of the work, such changes in quantities and such alterations in the scope of work as are necessary to satisfactorily complete the project and the Contractor shall perform the work as altered. Compensation for change in scope of work will be in accordance with the project specific contract documents.

Unless otherwise noted, all labor, materials, and equipment necessary for the execution and completion of the work shall be furnished by the Contractor.

ES-2. TRAFFIC CONTROL/R.O.W USE PERMITS

2.1 Traffic Control

- A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work shall not begin until the proper permits have been acquired and all required traffic control devices are in place.
- B. Prior to commencement of work, the Contractor shall submit to the Engineer for review, Traffic Control Plan(s) created by an *ATSSA or ESC certified Traffic Control Supervisor*. The plan shall be consistent with requirements detailed in the current edition of the Manual of Uniform Traffic Control Devices and shall include identification of detour routes for pedestrians. All traffic control devices shall be MUTCD approved, and installed and maintained by *ATSSA or ESC certified Traffic Control Technicians*. In the event where flagging is required to control traffic flow around a work zone, all flaggers shall have a *current ATSSA or ESC flagging card*.

Traffic control plans for work within State of Idaho highway right-of-way must also be approved by the Idaho Transportation Department.

- C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work, barricades, fences, signs, flaggers, or other protection in accordance with the most current

edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flaggers, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke, or dust.

- D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic. No private driveway may be closed except as provided here-in, or unless permission is given the Contractor by the owner of the property affected. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
- E. The Contractor shall take every precaution to protect pedestrian, bicycle and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City. Should the City Engineer deem it necessary to augment the traffic control devices and the Contractor be unresponsive or unwilling to do so, the Contractor will be charged the customary rental rate and force account charges for the required personnel to bring the site into compliance with the MUTCD.

2.2 Right of Way Use Permits

- A. All street and sidewalk closures require a City issued Street Closure Permit.
- B. Work within public right of way requires a City issued Right of Way use permit.
- C. Work within State of Idaho highway right-of-way requires an Idaho Transportation Department (ITD) permit. These permits must be obtained through the City; not directly from ITD.

2.3 Payment: Traffic Control

Traffic control will be paid for as incidental to other bid items if there is no specific bid item for traffic control included in the proposal; OR, as a lump sum amount if traffic control is included as

a separate pay item in the proposal. Lump Sum price for traffic control includes furnishing, installing and maintaining the required devices to comply with MUTCD requirements.

ES-3. MATERIALS

All materials shall be new, free of defects, manufactured in the USA, and shall be furnished and installed according to the manufacturer's specifications.

ES-4. REMOVALS AND DISPOSALS

The Contractor shall be responsible for all removals indicated on the Plans and in the Specifications, and as may be necessary to complete the work in accordance with the true intent and meaning of the drawings and the details.

The Contractor shall patch, repair, and/or replace all existing work immediately adjacent to the newly constructed areas, or where removals are made, so that such adjacent work is left in the same state as their original condition. Such applications specifically shall apply to private driveways with the intent that all such driveways will be left with a smooth consistent and constant grade constructed of the same material and to the same specifications as originally used in constructing the driveway.

When salvageable material is to remain Contracting Agency property, the Specifications will identify the material and describe how the Contractor shall remove it and where it will be stored. Any material not named in the Specifications as Contracting Agency property will become the property of the Contractor and shall be removed from the project.

The Contractor may dispose of waste material in Contracting Agency-owned sites if the Specifications or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency.

The Contractor shall acquire all permits and approvals required for the use of the disposal site. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The Contractor shall provide the Engineer the location of all disposal sites to be used and also provide copies of the permits and approvals for such disposal sites before any waste is hauled off the project.

The Contractor shall protect, indemnify, and save harmless the Contracting Agency from any damages that may arise from the Contractor's activities in making these arrangements. Any action required to satisfy any permit and/or any approval requirements in a Contractor-provided disposal site shall be performed by the Contractor at no additional expense to the Contracting Agency.

Removals and disposals will be paid by lump sum or unit price:

The price shall include all costs incurred to remove and dispose of the items bid including labor and equipment and other incidental costs.

ES-5. EARTHWORK

5.1 Excavation

All excavation shall be unclassified, except that which is required for the installation of pipe (storm, sanitary, water, drain), which is classified as trench excavation.

This work shall consist of excavation and disposal of all material, not being removed under some other item, which is encountered within the limits of the work necessary for the construction in accordance with the Specifications and in reasonably close conformity with the lines, grades, or thicknesses shown on the plans, or established by the Engineer.

This work shall include all excavation performed under this item regardless of the material encountered.

This work shall include the removal and disposal of any structure or any miscellaneous obstructions which are visible or are indicated on the plans which encroach upon or otherwise obstruct the work and for which a separate bid is not taken.

This work shall also include the preparation of the subgrade when the subgrade is not on a fill section. Subgrade elevation shall be below the gravel base elevation of pavement as indicated on the plans, and shall conform to the crown of the finished pavement surface. All depressions or ruts containing water shall be drained, as arranged with the Engineer. The entire surface shall be bladed to remove inequalities and secure a uniform surface. Line and grade stakes will be provided once by the Engineer, or his representative. The Engineer, or his representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary. The subgrade shall be brought to a firm unyielding surface, true to line, grade, and cross section, by rolling and processing with equipment generally used for this purpose and acceptable to the Engineer. All soft, spongy, or yielding spots, which may be ordered to be removed by the Engineer, shall be entirely removed and replaced with geotextile and suitable rock material and thoroughly compacted to the satisfaction of the Engineer.

5.2 Structural Fill

This work shall consist of furnishing and placing selected material in one or more courses to form a stable roadbed in accordance with these specifications and in conformity with the Plans.

Structural fill (also 'Borrow' or 'Embankment') may consist of naturally occurring sand, sand gravel, sand and rock mixtures, decomposed granites, and native loess or clays. Sand and rock mixtures shall contain sufficient sand to fill the voids of the larger gravel and stone to permit the required compaction. All borrow must be obtained from designated or

approved sources. Structural fill shall be free of roots, bark, topsoils or other organic materials.

The surface upon which the structural fill is to be placed shall conform to the established lines and grades and shall be smooth and uniform, having been cleared of all vegetation, roots, stumps, topsoil, and foreign material.

The Contractor shall use necessary precautions in loading borrow to assure reasonable uniformity in grading.

Borrow shall be compacted with modern, efficient, compacting equipment satisfactory to the Engineer.

Embankment shall be placed in successive horizontal layers not exceeding eight (8) inches in loose thickness. All embankment shall be compacted to at least ninety-five (95) percent of the maximum density in accordance with AASHTO T-99. At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed eight (8) inches in loose thickness. The compacting equipment may be of any type provided they are capable of compacting each lift of the material to the specified density.

5.3 Payment

The accepted quantities of EXCAVATION will be paid for by the per cubic yard unit price or by lump sum. The quantity of excavation, as listed on the proposal or measured in the field, shall be used to compute the final payment, exclusive of any extra work ordered by the Owner or his representatives, as provided under Section GC-11, Extra Work.

The accepted quantities of STRUCTURAL FILL will be paid for by per cubic yard unit price or by lump sum. The unit price per cubic yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the borrow as herein specified and as shown on the plans.

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

Geotextile shall be Type II, nonwoven or woven, as set forth in Section 718.07 – Subgrade Separation Geotextile Property Requirements of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.2 Construction Requirements

Geotextile shall be furnished and installed in accordance with Section 640 – Construction Geotextiles of the latest edition of the Idaho Transportation Department's Standard Specifications for Highway Construction.

6.3 Payment

Geotextile will be paid for on the basis of unit price, per square yard, furnished and installed.

ES-7. CRUSHED ROCK BASE

7.1 Description

This work shall consist of furnishing and placing one or more courses of aggregate on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the Plans and/or established by the Engineer.

The Contractor shall make their own arrangements for obtaining crushed rock base material and shall designate the source of same in ample time to permit sampling and testing by the Engineer.

7.2 Aggregate

A. 3/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

B. 1-1/4" (-) Aggregate shall conform to the following gradation:

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	90 – 100
3/4 inch	60 – 80
No. 4	35 – 60
No. 8	25 – 50
No. 30	10 – 30
No. 200	2 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

7.3 Test Methods

Tests shall be made in accordance with the following applicable standard methods:

Field determination of density of soil in-place and percent compaction.	Idaho T-74
Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
Moisture density relations using a 5.5 lb. rammer and 18-inch drop, method A or C.	AASHTO T-99
Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7

7.4 Placing

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. Geotextile fabric shall then be placed upon the full width of the compacted subgrade. The geotextile fabric shall be as specified in Specification ES-6. Joints between sections of fabric shall overlap a minimum of 2 feet along longitudinal joints and a minimum of 6 feet at end joints.

If the required compacted depth of the base course exceeds 8.0 inches, the base shall be constructed in two or more layers of approximate equal thickness.

7.5 Mixing

Unless otherwise specified, the Contractor shall mix the base course by any one or a combination of the three methods specified below:

Stationary Plant Method. The aggregate and water shall be mixed in an approved mixer. Water shall be added during the mixing operation in an amount necessary to facilitate compaction. After mixing, the base material shall be placed on the roadbed by means of an approved aggregate spreader.

Travel Plant Method. After the material for each layer of base course has been placed through an aggregate spreader or windrow sizing device, the base shall be uniformly mixed by a traveling

mixing plant. During the mixing, water shall be added in an amount necessary to facilitate compacting.

Road Mix Method. After material for each layer of base course has been placed, the materials shall be mixed by motor graders or other approved equipment until the mixture is uniform throughout. During the mixing, water shall be added in an amount necessary to facilitate compaction.

7.6 Shaping and Compaction

After each layer has been spread it shall be compacted for its full width. The choice of compaction equipment will be left to the Contractor. Compaction shall continue until not less than 95% of the standard density is attained as determined by AASHTO T-99.

At the request of the Contractor, the Engineer, or his representative, will set one set of stakes at fifty (50) foot intervals and at closer intervals where necessary.

All soft, spongy, or yielding spots, which may be ordered repaired by the Engineer, shall be repaired in accordance with Specification ES-8.

7.7 Payment

The accepted quantities of CRUSHED ROCK BASE will be paid for by the unit price per ton. The unit price per ton shall include all materials, labor, equipment and other costs incidental to furnishing and placing the crushed rock, as herein specified and as shown on the plans.

Weight slips, in duplicate form, shall accompany each load of crushed rock to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver, before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site, in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-8. SOFT SPOT REPAIR

8.1 Materials

Geotextile shall be Type II, nonwoven or woven as per Specification ES-6. Crushed Rock Base shall be 1-1/4" (-) crushed basalt per Specification ES-7.

8.2 Construction Requirements

All soft spots in the subgrade shall be called to the attention of the Inspector prior to placing the geotextile fabric. The Inspector shall determine where additional excavation is necessary and instruct the Contractor on such over excavation.

All soft, spongy, pumping or yielding areas will be ordered by Engineer to be repaired as herein described:

1. Remove subgrade to a depth of one foot below design subgrade elevation.
2. Add Subgrade Separation Geotextile to the bottom of the excavated area. This layer of geotextile will be in addition to that required for the entire subgrade area.
3. Backfill the area with Crushed Rock Base (95% min. compaction) to subgrade design elevation.

Dispose of the excavated material per Specification ES-4.

The Contractor shall cooperate with the City in determining the areas that require Soft Spot Repair by furnishing a loaded dump truck and operator to roll over the entire subgrade area and, with the assistance of a City representative, locate and mark all soft spots.

8.3 Payment

SOFT SPOT REPAIR will be paid for on the basis of unit price, per square yard, complete, in-place; including excavation, base aggregate and geotextile.

The Engineer may determine that excavation in excess of the one-foot depth may be required to accomplish the repair; in such instance's compensation will be adjusted proportionately.

ES-9. WATERING

Bulk water furnished to contractors for the construction of City funded projects will be provided at NO cost to the contractor. Bulk water furnished to contractors for purposes other than the construction of City funded projects must be purchased from the City. All bulk water use by contractors will be metered and paid for under rates and fees established by the City's most current adopted fee schedule and pursuant to City Code.

ALL BULK WATER WILL BE FURNISHED IN ACCORDANCE WITH THE CITY OF MOSCOW'S 'BULK WATER USE POLICY'.

Contractors shall coordinate ALL water usage with the Moscow Water Department.

ES-10. WEIGHING

Weighing equipment for the weighing of crushed stone surfacing materials, bituminous construction, etc., shall consist of and conform to Section 109, of the latest edition, of the Idaho

Transportation Departments Standard Specifications for Highway Construction, and amendments thereto. In any event, the scales shall be tested and sealed, at the expense of the Contractor, as set forth in the Standard Specifications listed above. Weight slips in duplicate form shall accompany each load of crushed rock or asphalt to the construction site.

ES-11. CONCRETE

11.1 General

Portland cement concrete shall conform to Section 502 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, and as follows:

Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate and water, proportioned and mixed in accordance with these specifications. Unless otherwise provided, the Portland cement concrete shall be Idaho Transportation Department Class 40B having a minimum unit compressive strength at 28 days age of 4,000 psi. Class 40B concrete shall have 6 sacks of cement per cubic yard of concrete and an air entrainment content of 6.5 percent, plus or minus 1.5 percent. The slump shall be a maximum of five (5) inches and shall not vary more than one (1) inch from the average.

11.2 Portland Cement

Portland cement shall conform to AASHTO M-85, Type I or II and shall contain no more than 0.60 percent total alkali. Type III can be used with prior approval of the Engineer.

Unless otherwise permitted, the product of only one mill or any one brand and type of Portland cement shall be used on any single pour.

11.3 Aggregates

Aggregates shall be reasonably free from wood, roots, bark, soft or disintegrated pieces, or other deleterious matter. Blend sand may be approved for use to correct deficiencies in the grading sizes, provided the combination meets the specification requirements for the class of material being produced.

Fine aggregate for concrete shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95 – 100
No. 16	45 – 80
No. 50	10 – 30
No. 100	2 – 10
No. 200	0 – 4

Sand equivalent shall be a minimum of 70.
Fineness modulus to be between 2.50 and 3.10 (AASHTO M-6).

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight Maximum
Clay lumps	1.0
Coal & lignite	1.0
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

Organic impurities shall not exceed those specified in AASHTO T-21. Mortar making properties shall conform to AASHTO T-71 or ASTM C87.

Coarse aggregate for concrete shall conform to the following gradations for coarse aggregate size No. 3:

Sieve Size	Percent Passing
1 1/2 inch	100
1 inch	95 – 100
1/2 inch	25 – 60
No. 4	0 – 10
No. 8	0 – 5

The amount of deleterious substances shall not exceed the following limits:

	Percent by Weight (Maximum)
Coal & lignite	1.0
Clay lumps	0.5
Material to be reasonably free of shale, alkali, mica, coated grains, & soft flaky particles.	

11.4 Water

Water for concrete shall be obtained from any source of potable water. Sources of non-potable water shall be approved before use.

11.5 Curing Compound

The curing compound shall be a liquid membrane-forming curing compound conforming to AASHTO M-148 Type I, with a fugitive dye and shall be applied to all finished concrete surfaces immediately after the concrete has set.

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

- A. Concrete shall be mixed and delivered by means of any of the following:
 - 1. Mixed complete in a stationary mixer and the mixed concrete transported to the point of delivery in agitating equipment or in non-agitating equipment when approved. (Known as central-mixed concrete.)
 - 2. Mixed completely in a truck mixer at the batching plant or while in transit. (Known as transit mixed concrete.)
 - 3. Mixed completely in a truck mixer at the point of delivery following the addition of mixing water. (Known as truck mixed concrete.)
 - 4. Mix partially in a stationary mixer and the mixing completed in a truck mixer. (Known as shrink-mixed concrete.)
- B. Truck mixers and truck agitators shall be operated within the rated capacity and at a speed of rotation for mixing or agitating as designated by the manufacturer of the equipment.
- C. When a stationary mixer is used for the complete mixing of the concrete, the mixing time for mixers having a capacity of 10 cubic yards or less shall be 60 seconds minimum. For 10 or more yards capacity, the mixing time shall be approved. Mixing time shall be measured from the time all cement and aggregates are in the drum. The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregates and all water shall be in the drum by the end of the first one-fourth (1/4) of the specified mixing time.
- D. For shrink-mixed concrete, the mixing time in the stationary mixer may be reduced to a minimum of 30 seconds. Mixing shall be completed in a truck mixer by not less than 50 or more than 100 revolutions of the drum or blades at mixing speed. The batch volume shall not exceed 70 percent of the gross volume of the drum.
- E. When a truck mixer is used for complete mixing each batch of concrete shall be mixed for not less than 70 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing, if any, shall be at agitating speed.

- F. When a truck mixer or agitator is used for transporting concrete that has been completely mixed in a stationary mixer, mixing during transport shall be at the agitating speed.
- G. Unless otherwise approved, when a truck mixer or agitator is used for transporting concrete, the concrete shall be delivered to the site of the work and discharged completely within 1-1/2 hours or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hours may be directed. When a truck mixer is used for the complete mixing of the concrete, the mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. If additional mixing water is required to replace evaporated mixing water to maintain the specified slump and is added with the permission of the Engineer, a minimum of 20 revolutions of the truck mixer drum at mixing speed shall be required before discharge of any concrete.

Tests for consistency may be made at approximately the beginning, the midpoint, and the end of the load. If the results vary by more than the tolerance specified below, the mixer or agitator shall not be used until the condition is corrected.

<u>When Average Slump is</u>	<u>Tolerance</u>
3 inches or less	1/2 inch
More than 3 inches	1 inch

- H. Central mixing concrete may be transported in suitable non-agitating equipment. The bodies of such equipment shall be smooth, watertight metal containers.

12.2 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed, unless otherwise approved by the Engineer, and in no instance shall concrete be re-tempered at a rate in excess of 1 gallon of water per 1 cubic yard of concrete remaining in the truck.

12.3 Placing Concrete

General. Concrete shall not be placed until forms have been checked and approved by the Engineer. The forms shall be clean of all debris before concrete is placed. Concrete shall be placed so as to avoid segregation of the materials and the displacement of the reinforcement. Care shall be taken to fill each part of the form by depositing the concrete as near the final position as possible. After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcement.

12.4 Cold Weather Concreting

Heating and Placing Concrete. Before any concrete is placed, all snow and frost shall be completely removed. Concreting operations shall meet the following requirements when the ambient temperature falls below 40 degrees F.

To achieve adequate curing, the temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater. The concrete temperature shall not be allowed to fall below 35°F during this time. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been approved by the Engineer.

The Contractor shall furnish concrete that will have a temperature of at least 50 degrees F and not more than 80 degrees F at the time of placing. Heating equipment shall heat all the materials uniformly. Such heating shall prevent the occurrence of non-uniform moisture contents or contamination in the aggregates. Aggregates shall be heated in a manner such that frozen lumps, ice and snow are eliminated. The average temperature of an individual batch of aggregate shall not exceed 150 degrees F.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.

12.5 Placing in Hot Weather

The temperature of the concrete shall not exceed 80 degrees F at the time of placement. When the combination of ambient air temperature, concrete temperature, humidity and wind is such that rapid evaporation of moisture from the concrete surface will take place, the Contractor shall take measures to slow the evaporation to tolerable limits. Such measures may include, but not limited to, erecting sun shades or placing at night or early morning. Ice may be used as a part of the mixing water providing it has completely melted by the time mixing is completed.

12.6 Finishing Concrete

If in the judgment of the Engineer, rock pockets are of such extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he/she may declare the concrete defective and require the removal and replacement of that portion of the structure affected. All holes and depressions shall be cleaned, thoroughly wetted, and filled with cement mortar composed of one part of cement to two parts of sand. All fins caused by form joints and other projections shall be removed above ground line. The resulting surfaces shall be

reasonably smooth and uniform in texture and color. After the concrete is placed, it shall be struck off with a template or a vibrating screen. Concrete shall be finished to an even surface by means of both longitudinal and transverse floats. The use of power trowels will not be permitted.

When concrete sidewalk has hardened sufficiently the surface shall be given a broom finish. The broom shall be of an approved type. The stroke shall be perpendicular to the centerline with adjacent strokes, slightly overlapped. The finish shall be free from porous spots, irregularities, depressions, small pockets or rough spots.

12.7 Curing Concrete

Concrete surfaces shall be kept completely and continuously moist until a curing method is applied. Curing compound shall not be applied to concrete surfaces before the finishing has been acceptably completed and shall not be applied to construction joints or to the inside faces of joints to be sealed with silicone joint sealer. The curing compound shall not be applied during rainfall.

Prior to completion of the curing period, if any membrane surface is marred or damaged by scuffing and wear, the Engineer may require an immediate application of the same type membrane or water cure for the remainder of the cure period.

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent setting of the suspended solids. The membrane must be uniformly applied.

Membrane forming curing compounds shall be applied to the finished concrete immediately after the bleed water or free-water sheen leaves the surface of the finished concrete surface.

The curing compound shall be a liquid membrane curing compound conforming to AASHTO M-148 Type I. Curing compound shall be applied under pressure, at the rate of application as directed, and shall be at least 1 gallon per 200 square feet for each application. All concrete cured by this method shall receive two applications of the curing compound for a total minimum coverage of 1 gallon per 100 square feet. The first coat shall be applied immediately after stripping the forms and/or acceptance of the concrete finish. If the surface under the forms has dried the concrete shall be thoroughly wet with water and the curing compound applied just as the surface film of water disappears. The second application shall be applied after the first application has set. During curing operations all unsprayed exposed surfaces shall be kept wet with water.

Should the film become damaged from any cause, within 10 days, the damaged portion shall be repaired immediately with additional compound.

If this curing compound is applied to construction joints, it shall be removed by sandblasting before fresh concrete is placed against them.

All membrane forming curing compounds shall be accompanied by a Manufacturer's Certificate of Compliance and shall be approved by the Engineer, prior to its use.

12.8 Correction of Work After Completion of Construction – Two Year Warranty

The contractor/person installing the concrete shall be responsible for faulty and/or non-conforming materials or workmanship for a period of two (2) years from the date of the initial installation; he/she shall remedy any defects due thereto. The City shall give notice of observed defects with reasonable promptness.

Surface scaling (or spalling) of the new concrete surface will be the fundamental consideration for determining non-conforming workmanship and materials requiring remediation. Scaled surfaces exceeding 5% (randomly dispersed or concentrated) per twenty (20) square feet of concrete surfacing area will be considered defective and shall be replaced. Manner and method as well as configuration of the area requiring replacement will be as directed and approved by the City Engineer. All replacement of concrete shall be as per City standards and at the Contractor's expense.

ES-13. CONCRETE CURB

13.1 General

All concrete curb shall conform to the City of Moscow Standard Drawings, the Plans, and Specifications. Concrete for curbs shall conform to the requirements of ES-11 and ES-12 of these specifications.

13.2 Forms

Curb forms shall be set to line and grade as designated; securely staked, and so constructed as to result in finished lines true to the dimensions and shapes shown on the plans.

Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing while placing concrete. Where a section must be constructed on a curve, straight lengths of the section shall be short enough that the middle ordinate to the curve, from the face of that section, does not exceed one-half (1/2) inch or the section shall be continuously curved.

13.3 Joints

Expansion joints (or thru joints) shall be provided at intervals of forty-eight (48) feet throughout the length of the curb and at the junction of straight curb and radii and at either end of a driveway or alley section. Pre-formed joint fillers of one-half (1/2) inch or three-eighths (3/8) inch thickness will be placed in expansion joints.

Contraction joints (or "Dummy Joints") shall be constructed every sixteen (16) feet. These joints shall be 1/8-inch minimum thickness and constructed to a minimum depth of 1-1/2 inches by scoring with a tool which will leave the corners rounded and destroy aggregate interlock.

13.4 Construction Requirements

- A. Dimensions. All curbs, unless otherwise specified, shall be in accordance with dimensions conforming to one of the types shown on City of Moscow Standard Drawings as specified by the approved project plans.
- B. Consistency. All Class A curb (cast in place) shall be of good plastic consistency and shall have a slump of three (3) inches and shall be tested by the Engineer according to the provisions of AASHTO T-119.

All Class C curb (extruded) shall meet the requirements for Class A curb, except for the amount of slump which may vary according to the conditions of the concrete mix and the extrusion equipment used. Under no circumstances however, shall the finished curb vary more than one-half (1/2) inch from the design elevation, and not more than ten (10) percent from the dimensions shown in the City of Moscow Standard Drawings and Specifications. Class C curbs will not require expansion joints.

13.5 Finishing

While the concrete is still green, the top and front face, or other exposed portions of the curb, shall be troweled to produce a uniform even surface then given a fine brush finish with brush strokes parallel to the long axis of the curb. Form marks and other irregularities shall be removed. The edges of the curb shall be rounded with an edger. Honeycombed areas in the back of the curb, that in the opinion of the Engineer are not detrimental to the curb, need not be patched.

13.6 Curing

Immediately after finishing, the concrete shall be cured in accordance with the requirements of ES-12.7.

13.7 Backfilling

All curb shall be backfilled as described herein. If sidewalk or concrete pavers are to be constructed behind the curb, all backfill material shall be 3/4" minus crushed aggregate. If the area behind the curb is to be lawn or planted area, the top 16 inches shall be topsoil. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.

13.8 Payment

The accepted quantities of curb will be paid for by the unit price per linear foot. Compacted aggregate base under the curb and curb and gutter pan at catch basin locations will be considered incidental to the unit price for the curb. The unit price per linear foot shall include all materials, labor, equipment and other costs incidental to constructing concrete curb as herein specified and as shown on the Plans and special drawings.

ES-14. CONCRETE SIDEWALK

14.1 General

All concrete sidewalk, including driveways, shall conform to the City of Moscow Standard Drawings, Contract Plans, and Specifications. Concrete for sidewalks shall conform to the requirements of ES-11 and ES-12 of these specifications.

14.2 Gravel Base

Sidewalk shall be constructed on a compacted base of (3/4) inch minus crushed rock; base aggregate shall be placed on compacted, non-pumping subgrade. The crushed rock shall have the following gradation:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3 – 9

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve.

The total thickness of the gravel base shall be at least six (6) inches, compacted, in-place.

The gravel base shall be graded, rolled, tamped, or otherwise compacted to ninety-five (95) percent of the maximum density determined in accordance with AASHTO T-99.

The gravel base shall be thoroughly sprinkled with water before the concrete is placed.

All cost for furnishing and placing gravel base for sidewalks shall be included in the unit price bid on the bid proposal form for constructing concrete sidewalks. No additional compensation will be made for this gravel base.

14.3 Construction requirements

- A. Dimensions. Sidewalk width, thickness, and reinforcement shall be as shown on the City of Moscow Standard Drawings.

Sidewalk shall have a cross slope of between 1% and 2%, unless otherwise approved by the Engineer.

- B. Forms. Side forms shall be rigid and shall bear full length on the compacted gravel base and shall be the full depth of the finished walk. Forms shall be well staked, braced or otherwise rigidly held to true line and grade and shall rest upon stakes driven into the ground at intervals sufficient to provide rigid support. If metal forms are used they shall be of a type satisfactory to the Engineer.

- C. **Placing and Finishing Concrete.** SLUMP SHALL NOT EXCEED FIVE (5) INCHES. The concrete shall be spread uniformly between the forms and thoroughly consolidated and leveled with an approved strike board. Expansion joints of premolded joint material one-half (1/2) inch thick or three-eighths (3/8) inch thick may be constructed through the sidewalk at intervals of twenty (20) feet. Expansion joints may also be located where new sidewalk meets existing concrete, unless otherwise approved by the Engineer. Where applicable, joints in sidewalks and curb shall coincide.

After the concrete has been thoroughly consolidated and leveled it shall be bull floated to eliminate high and low spots and to embed large aggregate. The concrete shall then be allowed to harden properly before jointing, edging, and brooming is completed.

Contraction joints shall be tooled into the concrete every four feet for four-foot-wide sidewalk and five feet for five-foot-wide sidewalk, shall be 3/8 inch minimum in depth, and shall be perpendicular to the direction of the walk. All joints shall then be edged with a 3/8-inch radius edger and the sidewalk edges shall be tooled with a one-half (1/2) inch radius edger.

After edging and jointing has been completed the concrete shall be smoothed with wood or metal hand floats. The floated surface shall then be coarse broomed uniformly in a transverse direction with a fiber hair brush or an approved type.

The placing and furnishing of all sidewalk shall be performed under the control of the Engineer, or his representative, and the tools shall meet with his approval.

The contractor shall keep a person at the job site for a minimum of four hours following the concrete surface brooming operation for the purpose of both preventing and repairing any damaged surfacing to the newly placed concrete. Concrete left unattended, if damaged or defaced shall be replaced at contractor expense.

- D. **Curing.** Curing shall be performed by applying a sealing compound conforming to AASHTO M-148 Type I to the surface of the concrete immediately after it has set sufficiently to permit such application. Curing shall conform to Section ES-12.7.
- E. **Backfill.** After removal of the forms, the area behind the sidewalks shall be backfilled and compacted with at least sixteen (16) inches of topsoil level with the sidewalk and curb. Less than 16 inches of topsoil may be approved where new sidewalk is being constructed along older streets. The topsoil shall be raked or otherwise leveled, taking care to break up large dirt clods and remove large stones. All denuded areas shall be fertilized, resown with grass seed and covered with mulch as specified in Sections ES-27, ES-28.

14.4 Payment

The accepted quantities of concrete sidewalk will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment, and other costs

incidental to construction of concrete sidewalk, including aggregate base, as herein specified and as shown on the Plans and special drawings.

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

The Hot Mix Asphalt (HMA) pavement shall be placed in lifts to the thickness as specified on the Contract Plans and as required by the Standard Construction Drawings.

PAVEMENT THICKNESS SPECIFIED BY CITY OF MOSCOW DOCUMENTS (STANDARD DRAWINGS, STANDARD SPECIFICATIONS ETC.) SHALL MEAN THE FULLY COMPACTED, IN-PLACE DEPTH.

The materials of which the asphaltic concrete is composed shall be of such sizes and grading that, when proportioned and mixed together, they will produce a uniformly graded mixture, which when tested by means of laboratory screens, will conform to the requirements in the following table. The percentages of refer to the completed HMA mixture. All percentages shall be computed on the basis of weight. Screens and sieves used for determining the percentages of the different sizes of aggregate shall have square openings.

3/4" Superpave HMA Pavement CL SP-2 (Base Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	90 – 100
1/2 inch	90 max
3/8 inch	52 – 80
No. 8	23 – 49
No. 200	2.0 – 8.0

1/2" Superpave HMA Pavement CL SP-2 (Surface Course)

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch	100
1/2 inch	90 – 100
3/8 inch	90 max
No. 8	28 – 58
No. 200	2.0 – 10.0

Superpave hot mix asphalt paving shall conform to the requirements, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Paving asphaltic cement used will be PG58-22 or PG58-28, or an approved equal, and shall conform to the specifications, of the latest edition, of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereto.

Section 405, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto, shall apply as to the items of "Weather Limitations, Hauling Equipment, Pavers, Rollers, Mixing Plant, Spreading and Finishing, Joints, Rolling, Surface Smoothness."

A Hveem or Super Pave Mix Design shall be submitted with associated "Job Mix Formula" (JMF) for approval, if required by the City Engineer.

15.2 Rolling and Compaction

Rolling and compaction of the asphaltic concrete mat shall be done in accordance, with the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

Compaction shall be achieved, as per Section 810, of the latest edition of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

The cost of the rolling and compaction shall be included in the price of furnishing and placing superpave hot mix asphalt pavement.

15.3 Tack Coat

Tack coat shall be applied at all edges where the new asphaltic surface joins the existing pavement and shall be applied in accordance with Section 401, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.

15.4 Payment

The accepted quantities of superpave hot mix asphalt pavement will be paid for by the unit price per ton or per square yard. The unit price shall include all materials, labor, equipment, and other costs incidental to furnishing and placing the superpave hot mix asphalt pavement herein specified and as shown on the plans.

Weight slips in duplicate form shall accompany each load of superpave hot mix asphalt pavement to the construction site. Upon delivery of the material, one copy of the weight slip will be given to the Engineer, or his representative, and one copy will remain with the truck driver before the material is unloaded. Under no conditions will any weight slips be accepted by the Engineer, or

his representative, after the material is unloaded from the vehicle. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive on the job site in order to assure the presence of the Engineer, or his representative, at the job site during delivery of the material. The weight slips will be the only basis of determination of pay quantity for this item.

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

Portland cement concrete shall conform to Section ES-11, of these Specifications except as modified by the following sections and subsections.

16.2 Aggregates

Aggregates shall possess such characteristics of shape and size that concrete, prepared from a mixture of fine and coarse material in the proportions specified, will be of satisfactory workability in the opinion of the Engineer. Regardless of compliance with all other provisions of these specifications, if the concrete is not of a workable character or when finished does not exhibit a proper surface, either the fine or the coarse aggregate or both shall be rejected or altered as required by the Engineer.

- A. Fine aggregate shall consist of sand or other inert materials, or combinations thereof approved by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be thoroughly washed to remove clay, loam, alkali, organic matter or other deleterious matter.

Fine aggregate with more than the maximum percentage passing any sieve may be accepted provided the mix proportions are adjusted to produce concrete having the same net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor. Under no circumstances shall the fine aggregate, which has a grading finer than that permitted under Section 703, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction, and amendments thereto, be used in paving concrete.

Fine aggregate shall develop in the mortar strength test, at an age of 7 days, a compressive strength of not less than ninety (90) percent of the strength of a mortar prepared with the same cement (AASHTO T-71 or ASTM C-87).

- B. Coarse aggregate shall consist of gravel, crushed stone or other inert material or combinations, thereof approved by the Engineer, having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be thoroughly washed to remove clay, loam, bark, sticks, alkali, organic matter, or other deleterious material.

Coarse aggregate containing more than the maximum percentage passing any screen may be accepted provided the mix proportions are adjusted to produce concrete having the same

net water-cement ratio, slump and workability. Any resulting increase in the cement content shall be at the expense of the Contractor.

Coarse aggregate shall not be used, under any circumstances in paving concrete, when the amount by weight passing the screens exceeds the following:

3/4" square opening.....70%
3/8" square opening.....30%

- C. Properties of concrete aggregate shall be determined in accordance with the following methods of test:
1. Amount of Material Finer than No. 200 Sieve in Aggregates: ASTM Designation C-117.
 2. Organic Impurities: AASHTO T-113.
 3. Flexural Strength of Concrete: AASHTO T-104.
 4. Percentage of Particles of Less than 1.95 Specific Gravity: AASHTO T-150.
 5. Clay Lumps in Aggregates: AASHTO T-112.
 6. Abrasion of Coarse Aggregate by Use of the Los Angeles Machine; AASHTO T-96.

16.3 Curing and Protection

- A. Curing and protection shall conform to the specifications of Section 703, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.4 Joint Fillers and Sealants

- A. Joint fillers and sealants shall conform to the specifications of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

16.5 Air-Entrained Concrete

Air-entrained concrete shall be used, as per ES-11, unless otherwise provided for in the Special Provisions. Either air-entrained Portland cement or an air-entraining admixture shall be added at the mixer.

The volume of air in freshly mixed concrete shall conform to that specified in the table which follows:

AIR CONTENT OF FRESHLY MIXED CONCRETE

Maximum Size of Coarse Aggregate (Inches)	Air Content (Percent by Volume)
--	------------------------------------

1-1/2, 2, and 3	5 ± 1
3/4 and 1	6 ± 1
3/8 and 1/2	7-1/2 ± 1

If the measured air content is found above or below the values contained in the table, the Contractor shall immediately make changes in mixing or materials as will be necessary to comply with the requirements for air content.

If an air-entraining agent is used, it shall be introduced at the nominal rate of one fluid ounce per sack of cement, but the rate shall be varied if necessary to comply with the requirements for air content.

An automatic dispenser accurate to 10%, which will introduce into the mixing water the specified amount of air-entraining agent for each cycle of mixing, shall be connected to the mixer.

Aggregates shall be adjusted to compensate for increased yield resulting from air-entrainment so that the specified amount of cement is contained in each cubic yard of concrete. Adjustment shall be made by decreasing the weight of fine aggregates only, unless otherwise directed by the Engineer.

Other Admixtures: Calcium chloride or any other admixture for any purpose other than air-entrainment may be added only upon the approval of the Engineer and under his supervision.

16.6 Reinforcing Steel

Reinforcing steel shall consist of round or square deformed bars or wire mesh. Square twisted bars shall not be used.

- A. Deformed steel bars for concrete reinforcement sizes No. 3 through 11 shall conform to the requirements of ASTM A-615M, Billet Steel Bars for Concrete Reinforcement, Grade 60, except as noted on the plans and except that the bars shall be made only by the open-hearth process or the electric furnace process.

The form of the deformed bars shall conform to ASTM A-706M, Minimum Requirements for Deformations of Deformed Steel Bars for Concrete Reinforcement.

Deformed bars size No. 14 and size No. 18 for concrete reinforcement shall conform to the requirements of ASTM A-615M, Special Large Size Deformed Billet Steel Bars for Concrete Reinforcement Intermediate Grade.

- B. Wire mesh for concrete reinforcement shall conform to the requirements of the standard specifications of AASHTO M-55, Welded Steel Wire Fabric for Concrete Reinforcement. All wire mesh shall be of an approved kind and quality of manufacture.

- C. Tie bars shall be free from rust, loose mill scale, dirt, grease or other defects affecting the strength or bond with the concrete.

16.7 Measurement of Materials

The fine aggregate and each size of coarse aggregate shall be measured by weighing. Corrections shall be made for variations in weight of material due to moisture content and specific gravity. The quantities of aggregates used in each batch shall be such that the cement can be measured in full sacks unless it is weighted in bulk.

Fine and coarse aggregate shall be proportioned by weight, except that if the project is small, then volumetric proportioning may be used with permission of the Engineer. In proportioning, the unit of measure for cement will be by the sack, ninety-four (94) pounds.

Weights of fine and coarse aggregate are based on a bulk specific gravity, saturated surface dry, of 2.67. When volume measurements are used, one cubic foot of sand shall be taken as equivalent to 100 pounds of sand and one cubic foot of gravel shall be taken as equivalent to 105 pounds of gravel. Corrections must be made for contained moisture in the aggregates and variations in specific gravity.

Concrete mixes shall be proportioned to the satisfaction of the Engineer. The proportion of aggregate may be altered to give better workability only upon written approval of the Engineer.

16.8 Re-tempering

Concrete shall be mixed only in such quantities as are required for immediate use and shall be used while fresh before initial set has taken place. Any concrete having initial set before placing and finishing shall be wasted and not used for the work. No re-tempering of concrete (remixing with water or other materials) will be allowed.

16.9 Construction of Portland Cement Concrete Pavement

Construction of Portland cement concrete pavement shall conform to the requirements of Section 705, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer. Concrete pavement batches shall meet the requirements of Section 703, of these Standard Specifications.

Concrete batch proportions shall be approved by the Engineer and any subsequent changes to the approved batch must be made in writing by the Engineer.

16.10 Payment

The accepted quantities of Portland cement concrete pavement will be paid for by the unit price per square yard. The unit price per square yard shall include all materials, labor, equipment and other costs incidental to furnishing and placing the Portland cement concrete pavement herein specified and as shown on the plans.

Batch slips in triplicate form shall accompany each load of concrete for pavement delivered to the construction site. Upon delivery of the material, one copy of the batch slips will be given to the Engineer, or his representative, and one to the Contractor. Delivery of concrete shall mean discharged from the mixer truck and all water added to the mix shall be added to the batch slip. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when such material shall arrive at the job site in order to assure the presence of the Engineer, or his representative, at the job site during material delivery. The batch slips may be used for the determination of cross section conformity.

1. All catch basins shall be separated from the pavement and curb by boxing out around basin. Expansion joint material shall extend completely through curb and slab. Manhole castings within the pavement limits shall be boxed in like manner except when telescoping type castings are used.
2. When a joint falls within 5 feet of, or contacts, basins, manholes or other structures, shorten one or more panels either side of opening to permit joint to fall on round structures and at or between corners of rectangular structures.
3. All transverse joints must extend through curbs and must be continuous across pavement, except tied transverse construction joints. Expansion joints will not be required except at structures or as shown on the plans.
4. Transverse sawed joints to be a + 15' o.c. as shown on drawings. Joints at 60' to be sawed the same day as placement. Intermittent joints at 15' to be sawed next day after placement. Longitudinal joints shall be sawed prior to permitting traffic on the pavement.

ES-17. ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES

Gate valve boxes, catch basins, catch inlets, monument casings, and manholes shall be adjusted to the grade, as established by the Engineer. Valve boxes, casings, rings and covers shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations in order not to damage the structures, equipment or water mains. Any damage occurring to the manholes, catch basins, gate valves, monuments, water meters or water mains, due to the contractor's operation, shall be repaired at the contractor's expense. Any masonry adjustment shall be made by using pre-cast risers, bricks, concrete blocks or poured concrete.

The Contractor shall notify the appropriate utility company, in advance, if gas valve boxes need to be adjusted, so the utility company personnel can do so, in a timely manner.

The Contractor shall notify the City Water Department, in advance, if water meter boxes need to be adjusted, so the Water Department personnel can do so, in a timely manner.

Location of valve boxes, catch basins and manholes on the plans is approximate only. They will be accurately located and referenced by the Engineer, or his representative, whenever possible. Manhole lids and catch basin and monument covers and valve box lids shall, preferably, be set to grade following the final application of asphaltic concrete. During paving operations, tops of manholes, monuments, catch basins and valve box lids shall be covered with building paper, diesel oil, or other suitable material to prevent sticking of asphalt to the metal lids.

Where excavation is necessary to adjust the grade of manholes, catch basins, monuments, or valve boxes, the backfill shall be carefully placed and tamped by hand.

Payment for adjustment of manholes, catch basins, gate valves, and monuments will be made according to the unit price for each unit adjusted:

The unit price bid shall include all costs incurred in furnishing materials and labor necessary to adjust the particular units to grade.

ES-18. MANHOLES AND CATCH BASINS

18.1 General

Catch basins, catch inlets, and manholes shall be precast reinforced concrete units, furnished and installed in accordance with the project plans, these Standard Specifications, and the Standard Drawings.

Completed catch basins and manholes including ring shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds.

Backfill shall be placed in horizontal layers no more than 6 inches thick with each layer compacted to 95 percent of the maximum density or as approved by the Engineer.

18.2 Precast Reinforced Concrete Manholes, Catch Basins, and Catch Inlets

Precast reinforced manholes, catch basins, and catch inlets sections shall conform to AASHTO M-199, ASTM C-478 and ASTM C-433 and as shown on the Standard Construction Drawings.

- A. Base Sections. Base shall be placed on a well graded dewatered granular bedding course. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and dimensions shall conform to the standard drawings. If the base is cast in place, the concrete shall conform, to the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction Class 30 concrete. Where water is encountered at the site all cast in place bases shall be placed on a one-piece waterproof membrane so as to prevent any movement of water into the fresh concrete.
- B. Joints. All lift holes and all joints between precast elements shall be first filled with an asphaltic fiber material then finished smooth with mortar. The fiber shall be Ramneck brand or approved equal.

SLURRY SEAL – 2021

PAGE 64 OF 105

- C. Steps. Not required.
- D. Workmanship and Finish. Cones and sections shall be substantially free from fractures, large and deep cracks and surface roughness. In precast sections where loops have been provided in lieu of lift holes, the loops shall be removed flush with the inside wall surface after the manhole or catch basin has been completed. No sharp cut-off protrusions will be permitted. If concrete spalling occurs as a result of loop removal, the spalled area shall be restored in workmanship manner to a uniform smooth surface with mortar.

18.3 Rings and Lids

Rings and lids shall be cast iron and shall conform to the Standard Drawings. Castings shall conform to the requirements of ASTM A-48 Class 138 and shall be free of porosity shrink cavities, cold shuts or cracks, or any surface defects which would impair serviceability.

18.4 Sanitary Sewer Manholes

- A. General. Sanitary sewer manholes shall be constructed according to Plans, Standard Drawings and Specifications. All sanitary manholes shall be constructed of precast reinforced concrete sections.

The Contractor may construct a channel through the manhole by either running sewer pipe through the bottom of the manhole, pouring concrete around the pipe and breaking out the upper half of the pipe; or by pouring concrete in the bottom of the manhole and forming a channel through the manhole by hand.

- B. Basis of Payment. Sanitary sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all cost incurred in furnishing materials, labor, excavation, installing the manholes in place including the asphaltic coating on the outside of the manhole and the manhole rings and lids, and backfilling.

- C. Water tightness

1. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WATERTIGHT. All visible leaks (infiltrating subsurface water) shall be sealed; sealing shall be accomplished by a manner and method, in the opinion of the Engineer, that constitutes permanency. Leaks that cannot be sealed by Contractor shall be sealed either by the pressure grouting method (injected chemical sealants) or the interior surface coating method, utilizing a firm specializing in such services, at the Contractor's expense. Less than four minor drips in a single manhole will be considered negligible and will not require sealing.

2. Hydrostatic Testing.

- a. All sanitary sewer manholes constructed in areas where subsurface water may, in the opinion of the Engineer, pond around them shall be hydrostatically tested in accordance with this specification.
- b. Prior to testing, the manhole shall be completely constructed and all inlet and outlet pipes shall be plugged. The Contractor shall fill the manhole to the top with water. Four hours minimum after the manhole has been filled, the Contractor shall refill the manhole to the original water level and commence the test for a minimum 2-hour period. The leakage rate shall not exceed 0.2 gallons per hour per foot of test head above the pipe invert elevation. Manholes which fail the test shall be repaired and re-tested until they pass.
- c. Manholes tested by the exfiltration method shall have all infiltrating water sealed prior to beginning the exfiltration test.

18.5 Storm Sewer Manholes

- A. General Storm sewer manholes shall be constructed according to the Plans, Standard Drawings and Specifications. Storm sewer manholes shall be precast reinforced concrete, unless otherwise approved by the Engineer.

All pipe extending into catch basins shall be trimmed within 1"-2" of the inside wall surfaces and shall be neatly grouted inside and out and watertight.

- B. Basis of Payment. Storm sewer manholes will be paid for according to the unit price per each or per vertical foot.

The unit price bid shall include all costs incurred in furnishing materials, labor, excavation, installing manholes in place including the manhole rings and lids, and backfilling.

18.6 Catch Basins and Catch Inlets

- A. General Catch basins and catch inlets shall be constructed according to the Plans, Standard Drawings and specifications. Catch basins shall be precast reinforced concrete per WSDOT TYPE 1, catch inlets shall be WSDOT CONCRETE INLET - unless otherwise approved by the Engineer.

All pipe extending into basins and inlets shall be trimmed within 1"-2" of the inside wall surfaces shall be neatly grouted inside and out and watertight

Lids, grates, and risers shall be centered over the basin or inlet; unless specifically allowed otherwise.

- B. Payment. Catch basins will be paid for by the unit price per each.

The unit price shall include all cost incurred in furnishing materials, labor, excavation, installing catch basins in place including the catch basin rings and lids, and backfilling.

18.7 Risers

- A. Risers for height adjustment shall be as per WSDOT's standard for the precast unit being furnished.

ES-19. TRENCH EXCAVATION AND BACKFILL

19.1 Scope

This section covers the work necessary for the trench excavation and backfill above the pipe zone. Pipe zone backfill is included under the specification for the pipe.

19.2 Type of Backfill

The class of backfill to be used above the pipe zone shall be as set forth on the Plans or as given in the project Special Provisions and if not specifically set forth in project documents then as required by the "use" description given herein. The right is reserved to modify the use, location, and quantities of the various types of backfill, during construction, as the Engineer considers being in the best interest of the Owner.

Trench backfill, above the pipe zone, shall be as follows:

1. Class A Backfill. Use in landscaping and agricultural type areas where lawn sod, shrubs, topsoil, fences, and other landscape items are either being replaced or are anticipated.
2. Class B Backfill. Use within existing or proposed gravel parking lots – not within gravel streets or alleys.
3. Class C Backfill. Use in areas where asphalt pavement, concrete, curb, sidewalk, gravel surfacing, landscaping and agricultural use is not anticipated, present or future.
4. Class D Backfill. Use in existing gravel streets and alleys, existing gravel roadway shoulders and in areas where asphalt pavement, concrete, curb, and sidewalk is existing or anticipated in the future.
5. Class E Backfill. Use in lieu of Class D Backfill in new streets when specifically allowed by the City Engineer.
6. Class F Backfill. Use within and immediately adjacent to existing asphalt paved streets, alleys, driveways, and parking lots.

19.3 Excavation and Backfill for Fire Hydrants

Excavation and backfill for fire hydrants shall be included in the unit price payment for Fire Hydrants (See ES-22).

19.4 Trench Excavation

Trench excavation shall be classified as common excavation or rock excavation and shall include whatever materials are encountered to the depths as shown or as directed by the Engineer.

Common Excavation. Common excavation is defined as the removal of all material which is not classified as rock excavation.

Rock Excavation. Rock excavation shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said Specifications is available at the office of the City Engineer.

19.5 Materials

- A. **Foundation Stabilization.** Materials for foundation stabilization shall be 3/4 inch minus crushed rock with reasonable even gradation from coarse to fine and free from excessive dirt or other foreign material.
- B. **Granular Material.** Granular backfill shall be 3/4 inch minus crushed basalt conforming to ES-7.
- C. **Imported Topsoil.** Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job, at his own expense, and in a manner satisfactory to the Owner.
- D. **Compaction Equipment.** Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.

19.6 Workmanship

- A. **Clearing.** Do not remove existing trees or tree limbs over 2 inches in diameter, whether on public or private property, unless they are within 4 feet of the pipe centerline without permission from the Engineer. All such work shall conform to the City's Community Forestry ordinance. The Contractor shall bear all costs of disposing of trees, stumps, brush, roots, limbs, and other waste materials from clearing operations. Material shall be disposed of in such a manner as to meet all requirements of state, county and local regulations regarding health, safety and public welfare.
- B. **Obstructions.** This term refers to obstructions which may be removed and do not require replacement. Obstructions within the trench area or adjacent thereto such as tree roots, stumps, abandoned piling, buildings and concrete structures, logs, rubbish and debris of all

types shall be removed without additional compensation from the Owner. The Engineer will, if requested, make changes in the trench alignment to avoid major obstructions; if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility.

The contract amount will be adjusted accordingly for any cost changes resulting from such alignment modifications.

Dispose of obstructions removed from the excavation in accordance with section ES-4.

- C. **Utility Repairs.** Any and all underground utility damaged in any way during trench excavation shall be repaired and properly backfilled, by the Contractor, at no cost to the City. The repair shall be as approved by the City – NO EXCEPTIONS.
- D. **Removal and Replacement of Topsoil.** In all cases where trenches cross lawns, garden areas, pasture lands, cultivated fields, or other areas on which reasonable topsoil conditions exist, first remove the topsoil for a depth of 10 inches for the full width of the trench to be excavated. Stockpile this topsoil to one side of the right-of-way and do not mix with the remaining excavated material. Replace the topsoil in the top 10 inches of the backfilled trench. In lieu of stockpiling the top 10 inches of soil, "Imported Topsoil" from borrow pits may be substituted in the top 8 inches. Maintain the finished grade of the topsoil, over the center line of the trench, level with the immediate area bordering the trench, until acceptance of final seeding. Correct all damage to adjacent topsoil caused by trenching or pipe laying operations by removal of all rock, gravel, clay, and any other foreign materials from the surface and by regrading the additional topsoil as required.
- E. **Pavement, Curb and Sidewalk Removal.** Cut (full depth) all asphaltic concrete or Portland Cement concrete pavements (regardless of the thickness), and all curbs and sidewalks prior to excavation of the trenches with an approved pavement saw, hydrohammer or other approved pavement cutter. Removal of street surfacing for excavations shall comply with the Specifications and Standard Drawing for Street/Alley Curb Repair. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- F. **Trench Width.** Minimum width of trenches in which pipe is to be laid shall be 18 inches greater than the inside diameter of the pipe except by permission of the Engineer.

The maximum clear width at the top of the trench will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures or property.

In all cases, confine trench widths to dedicated rights-of-way for public thoroughfares or within areas for which construction easements have been obtained.

- G. **Grade.** Carry the bottom of the trench to the lines and grades shown, or as established by the Engineer, with proper allowance for pipe thickness and for pipe base or special bedding, when required. If the trench is excavated below the required grade, correct any part of the trench excavated below the grade, at no additional cost to the Owner, with gravel of the

type specified for pipe zone material. Place the gravel over the full width of trench in compacted layers, not exceeding 6 inches deep, to the established grade with allowance for the pipe base or special bedding.

- H. OSHA Compliance. All trench excavation and backfill shall conform to the latest published OSHA regulations, NO EXCEPTIONS.
- I. Location of Excavated Materials. During trench excavation, locate the excavated material within the construction easement or right-of-way or specified working area so that the excavated material will not obstruct private or public traveled roadways or streets. It shall be the contractor's responsibility to conform with the federal, state and local codes governing the safe loading of all trenches with excavated material.
- J. Removal of Water. Provide and maintain ample means and devices which will promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of pipe, and until the backfilling of the pipe zone has been completed. These provisions shall apply during the hunch hour as well as overnight.

Dispose of the water in an approved manner without damage to adjacent property.

Drainage of trench waste through the pipeline, under construction, is prohibited.

- K. Foundation Stabilization. When, in the opinion of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, excavate below the flow line of the pipe, as directed by the Engineer, and backfill the trench to the subgrade of pipe base with approved material. Place the material over the full width of the trench in compacted layers, not exceeding 6 inches deep, to the established grade.
- L. Backfill in Pipe Zone. Pipe zone backfill is included in the Specification for the pipe.
- M. Trench Backfill Above Pipe Zone. Do not push the backfill material into the trench in such a way as to permit free fall of the material into the open trench, until at least 2 feet of cover is provided over the pipe. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the tamped material around the pipe. Do not use backfill material of consolidated masses larger than 1 cubic foot.
- N. Classes of Backfill.
Trench backfill shall comply with the City's Standard Construction Drawings and as follows:
 - 1. Class A Backfill
Backfill the trench, above the pipe zone, with approved excavated trench material to within 10 inches of final surface grade. Compact the entire trench depth in suitable lifts with a vibratory compactor, pneumatic or gasoline powered tampers,

or hydraulic hammers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Where Class A backfill is specified replace topsoil in the top 10 inches of the trench. Compact and rake to match the ground surface adjacent to the trench.

Maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner. Any subsequent settlement of the finished surfacing during the warranty period shall be considered to be a result of improper or insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

2. Class B Backfill

Backfill the trench, above the pipe zone, with approved excavated trench material to within 6 inches of final surface grade. Compact the entire trench depth in suitable lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers. Determine the method and type of equipment and the amount of compaction required to prevent subsequent settlement. Place and compact granular material in the top 6 inches.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material, as specified, until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

3. Class C Backfill

After the completion of the backfilling of the pipe zone, the excavated trench material may be pushed back into the trench by mechanical means.

In all locations where Class C backfill is used, the Contractor shall make his own estimate of the amount of backfill material required at the trench, so that after normal settlement has occurred, the finished surface will meet the existing grade. Neatly windrow the material over the trench and remove all excess. Any excess or deficiency of backfill material, which becomes apparent after settlement within the warranty period, shall be corrected by regrading, disposing of excess material or adding additional material where required. Remove rocks larger than 2 inches from the upper 8 inches of backfill.

4. Class D Backfill

Backfill the entire trench, above the pipe zone, with granular backfill material. Compact the entire trench depth to 95 percent density in 6 inch lifts with mechanical, vibrating or impact tampers. Determine the method and type of equipment and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade with crushed rock backfill material until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface during the warranty period shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

5. Class E Backfill

Class E trench backfill is to be used only where a new paved street is going to be constructed above the installed pipe.

The width of the trench, above the pipe zone, may be increased beyond the required specifications for pipe zone width, as described in the City of Moscow Standard Drawing #15, but shall not be less than (6) six feet.

Approved native excavated material may be used for backfill above the pipe zone in this widened trench. Compaction for all trench backfill, above the pipe zone, shall be 95% minimum of AASHTO T-99. All native backfill shall be placed in (6) six inch maximum lifts and method of compaction shall be only by a (5) five foot minimum wide sheepsfoot roller. Density testing frequency, for this approved native excavated material, will be in excess of that required for the Class 'D' crushed basalt backfill.

6. Class F Backfill

Backfill the trench, above the pipe zone, with granular material to within 4 inches of the finished surface.

Compact the entire trench, above the pipe zone, in six (6) inch maximum lifts with vibratory compactors, pneumatic or gasoline power tampers, or hydraulic hammers to a minimum 95 percent standard density. The top 4 inches of the trench is to have smooth cut edges before being backfilled with two equal lifts of asphaltic concrete patching mix.

7. Subsurface Drain Backfill

Backfill the entire trench to within 10 inches of the final surface grade or to the street subgrade, as applicable, with crushed or naturally occurring granular material from approved sources.

The material shall be washed, if necessary, to render the particles free from clay. It shall contain not more than 1% of clay lumps or other decomposed material. It shall conform to the following requirements for grading:

Sieve Size	Percent Passing
3"	100
2.5"	95 – 100

3/4"	50 – 80
1/4"	30 – 60
No. 8	20 – 50
No. 30	8 – 30
No. 50	3 – 12
No. 200	0 – 1.2

* All percentages are by weight.

That portion of the gravel backfilled for drains retained on a 1/4" square sieve shall not contain more than 0.05% by weight of wood waste.

Compaction, above the pipe zone, shall be accomplished by the use of mechanical, vibrating or impact tampers. Determine the method and type of equipment to use and amount of compaction required to prevent subsequent settlement.

Maintain the surface of the backfilled trench level with the existing grade by additions of granular backfill material as specified until final surface replacement is completed or the entire project is accepted by the Owner. Any subsequent settlement of the finished surface, during the warranty period, shall be considered to be a result of insufficient compaction and shall be promptly repaired by the Contractor at no cost to the Owner.

- O. Maintenance of Excavated Trench. Maintain the excavated trench between any two successive valved sections of pipeline or as specified in the project Special Provisions until the following operations have been completed, to the satisfaction of the Engineer, for waterline construction: Service connections have been installed, including pressure tap; valves, valve boxes, hydrants and thrust blocks installed, hydrostatic or air testing, sterilization, cleanup and restoration of all physical features, utilities restored to their original condition, or better, and in general, all work required between the two line valves accomplished with the exception of repaving.
- P. Maintenance of Trench Backfill. This maintenance shall include, but not be limited to, the addition of crushed rock backfill material to keep the surface of the backfilled trenches reasonably smooth and free from excessive ruts and potholes and suitable for normal traffic flow.

Trenches backfilled within existing paved streets shall be temporarily surfaced with 2.5 inches of cold mix asphalt pavement, which temporary cold mix surfacing shall be placed within one day of completion of trench backfilling. This temporary patch shall be installed and maintained smooth until the permanent hot mix patch is installed. Under certain circumstances, this requirement may be waived by the City Engineer.

No additional payment will be made for the maintenance of the trench backfill prior to completion of the work outlined above, and the trench backfill maintenance shall be considered as incidental to that item of work.

- Q. Disposal of Excess Excavation. All excess excavation not required or suitable for backfill shall be disposed of in a waste area arranged by the Contractor.
- R. Drainage Culverts. Replace, in like kind, drainage culverts which are removed or damaged. If the pipe is damaged during removal, dispose of it and furnish and install new pipe. Dispose of culvert pipe that is in too poor condition to reuse because of age or physical conditions. Repair drainage pipes with manufactured fittings only; encase Ferncos in concrete.
- S. Blasting. Blasting shall conform to all specifications of Section 302, of the latest edition, of the Idaho Standards for Public Works Construction and amendments thereto. A copy of said specifications is available at the office of the City Engineer.

19.7 Payment

Payment for trench excavation and backfill will be as specified for main line pipe as follows:

- A. Trench Excavation and Backfill. Payment for trench excavation and backfill shall be included in the price per linear foot of the respective pipe stated in the Contractor's bid proposal.

Payment for trench excavation and the respective backfill shall constitute full compensation for all work specified and incidental to the price per linear foot of the respective pipe.

Pipe zone backfill is specified under Section ES-20.

- B. Rock Excavation. Rock excavation shall be measured for payment as the actual quantity of rock removed within the approved limits.

ES-20. PIPE

20.1 Storm Sewer Pipe

Mains, 4-inch to 15-inch: SDR 35 PVC ASTM D 3034, gasketed.

Mains, 18-inch to 36-inch: Solid wall PVC ASTM F 679 or HDPE (High Density Polyethylene) AASHTO M 294, smooth-walled interior, silt-tight.

Culvert Pipe: Corrugated Steel Pipe and Pipe Arches conforming to AASHTO M 36, 2-2/3" x 1/2 corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

Storm Sewer Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed.

PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless steel shear ring bands.

20.2 Sanitary Sewer Pipe

All sanitary sewer pipe shall be a minimum of eight (8) inch diameter except sewer to house connections which shall be a minimum of four (4) inch diameter.

Mains, 8-inch diameter and larger: SDR 35 PVC ASTM D-3034.

Service Laterals: SDR 35 PVC ASTM D-3034, except as follows: where a service lateral crosses a water main or a water service line with less than 18 inches of clearance between the two pipes the sanitary sewer service lateral pipe shall be un-jointed PVC pressure water pipe, either Schedule 40 PVC or Class 160 PVC ASTM D-2241 for distance nominally ten feet each side of the crossing. This pressure water pipe shall be joined to standard SDR 35 PVC pipe at both ends with FERNCO couplers having stainless street shear ring bands.

20.3 Perforated Subsurface Drain Pipe

- A. General. A perforated roadway underdrain system may be shown on the Plans and shall be furnished and installed as herein described in these Specifications, as shown on the City's Standard Construction Drawings and as shown on the Plans.

Laterals will generally be connected to the collector at 60° angles. The terminal end of each lateral will be sealed with a plug. All connections between pipe sections and branches are to be water tight.

The pipe shall be wrapped with a filtering sock.

Perforated Subsurface Drain Pipe that is corrugated on the inside will not be allowed.

Perforated pipe and fittings will not be dumped into the trench. All pipe shall be inspected prior to lowering into the trench and if necessary cleaned of any material tending to plug the perforations of the pipe.

Pipe shall be laid with the perforations at the bottom, per manufacturer's instructions.

Gravel backfill for drains shall be as defined under Section ES-19.

- B. Types of Pipe. Perforated subsurface drain pipe as indicated on the plans and standard drawings shall be one of the following types of pipe or as approved by the Engineer:
Perforated Corrugated Plastic Pipe
Perforated Solid Wall Plastic Pipe

1. Perforated Corrugated Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) N-12 pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252 Type S (corrugated outside-SMOOTH INSIDE). The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

2. Perforated Solid Wall Plastic Pipe

This pipe shall be Advanced Drainage System (ADS) pipe or approved equal. The pipe shall be 4" in diameter, having at least two (2) rows of perforations parallel to the axis of the pipe. The pipe and fittings shall meet the requirements of AASHTO M-252. The joints shall be gasketed non-water tight joints (Soil tight per AASHTO section 26); Gaskets may be architectural weather stripping material per ASTM D-1056 or rubber per ASTM F-477.

20.4 Water Pipe & Ductile Iron Fittings

- A. Joints. Pipe joints shall be push-on joints except where specifically shown or detailed otherwise.
- B. Mechanical Joint Fittings. Three-inch through sixteen inch mechanical joint ductile iron fittings shall be Tyler SSB Class 350 ductile iron fittings, or an approved equal, and shall conform to ANSI/AWWA C-111.
- C. Flanged Ductile Iron Fittings. Flanged fittings shall conform to ANSI/AWWA C-110 and shall be faced and drilled to 125-pound ANSI. The fittings shall be 125 PSI rated working pressure and cement-mortar lined to same thickness specified for pipe.
- D. Mechanical Couplings. Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with long solid sleeves and be Mechanical Joint Class 350. Mechanical couplings shall mean straight couplings, transition couplings, reducing couplings, and flanged coupling adapters.
- E. Ductile Iron Pipe. All ductile iron pipe shall be centrifugally cast of 60-42-10 iron and shall conform to ANSI / AWWA C-151. Thickness class or classes shall be 51 (minimum). The pipe shall be cement mortar lined and seal coated in accordance with ANSI / AWWA C-104. The rubber ring gaskets shall be suitable for the specified pipe sizes and pressure and shall conform to applicable parts of the latest federal specification ANSI / AWWA C-111, and shall be furnished by the pipe manufacturer. A nontoxic vegetable soap lubricant shall be supplied with the pipe in sufficient quantities for installing the pipe.

- F. Polyvinyl Chloride (PVC) Pressure Pipe. All PVC pressure pipe shall conform to pressure Class 150 AWWA C-900 or pressure Class 165 AWWA C-905. All pipe shall be push-on joints with one gasket bell end.
- G. Tapping Sleeves. All tapping sleeves shall be ROMAC "SST" Stainless Steel as per ASTM A-240, Type 304 and Type 304L or an approved equal.

20.5 Pipe Laying

Pipes shall be laid in straight lines at uniform rates of grade as shown on the plans.

Proper preparation of foundation, placement of foundation material where required, and placement of pipe zone material below the pipe shall precede the installation of all sewer, water and culvert pipe. This shall include necessary leveling of the native trench bottom or the top of the foundation material as well as placement and compaction of required pipe zone material, below the pipe, to a uniform grade so that the entire length of pipe will rest firmly on a well compacted material, so the backfill material around the pipe will be placed in a manner to meet requirements specified under backfilling.

Water pipe delivered for construction shall be handled so as to minimize entrance of foreign material. When pipe laying is not in progress as, for example, at the close of a day's work, all openings in the pipeline shall be closed by water-tight plugs. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by flushing enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 5% hypochlorite disinfecting solution.

- A. Backfill at the Pipe Zone. The pipe zone shall be considered to include the full width of the excavated trench from the bottom of the trench (a minimum of 4 inches under the pipe) to a point 12 inches above the top outside surface of the barrel of the pipe.

Particular attention must be given to the area of the pipe zone from the flow line to the center line of the pipe to ensure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone.

Backfill the area of the pipe zone from the bottom to the horizontal center line of the pipe with "imported pipe zone material." Hand place the material around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping bars supplemented by "walking in" and slicing with a shovel.

All material, within the pipe zone, shall be hand tamped and done in such a manner as to not change the grade of the pipe (particularly gravity pipe).

- B. Joints. In making the joints on the pipe care shall be exercised to clean all dirt, rock or other foreign matter completely from the inside of the bells and the outside of the spigots. The pipe shall be forced tightly in place with a bar or mechanical puller of a type approved by the Engineer. When the pipe is aligned it shall be supported by placing sufficient backfill material alongside and carefully tamped into place as described under Section 20.5.A.

When two different types of gravity pipe are joined together, a Fernco coupler may be used, upon approval of the Engineer. The completed connection shall be supported, in such a manner, as to maintain established line and grade and shall be encased, on all sides, with a minimum of four (4) inches of concrete. The concrete shall extend a minimum of two (2) feet on each side of the coupler.

Lubricant for water pipe gaskets shall be supplied by the pipe manufacturer.

- C. Caps and Connections. Caps for pipe branches, stubs, or other open ends which are not to be immediately connected shall be made of an approved material and shall be secured in a place with a joint comparable to the main line joint, or stoppers may be of an integrally cast breakout design. Caps of the type recommended by the pipe's manufacturer shall be used.
- D. Imported Pipe Zone Material. Granular material for pipe zone backfill shall be 3/4" minus crushed rock unless otherwise specified. The material shall meet the specifications, of the latest edition, of the Idaho Transportation Department Standard Specifications for Highway Construction and amendments thereto.
- E. Water Main Location and Separation. The location and separation of the water and non-potable water main pipes, both horizontal and vertical, shall meet the most current requirements of IDAPA 58.01.08 – Idaho Rules for Public Drinking Water Systems.
- F. Permissible Deflection at Joints - Water Pipe. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted, the amount of deflection allowed shall not exceed the values in the following table:

***MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)**

Bell and Spigot	Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. Deflection (Degrees)	Min. Angle (Degrees)	Max. Deflection Angle (Degrees)	Deflection (Inches)
6	7-07		5	19
8	5-21		5	19
10	5-21		5	19
12	5-21		5	19

14	3-35	13 ½	3	11
16	3-35	13 ½	2	11
18	3-00	11	3	11
20	3-00	11	3	11
24	2-23	9	3	11

*The maximum deflection shall be whichever is less, the table or that recommended by pipe manufacturer.

G. Anchorage (water pipe)

1. Limiting Pipe Diameter and Degree of Bend
On all pipelines 6 inches in diameter or larger, securely anchor by suitable thrust blocking all tees, plugs, caps, and bends where unbalanced forces exist, as directed by the Engineer.
2. Thrust Blocking
Provide thrust blocks as required by the Standard Construction Drawings. The concrete mix shall have a compressive strength of not less than 2500 psi. Place blocking between the undisturbed ground and the fitting to be anchored; plastic sheathing to be placed between the concrete and fitting. The bearing surface shall be as shown or as directed by the Engineer. Place the blocking so that the pipe and fitting joints will be accessible to repairs, unless otherwise shown.
3. Metal Tie Rods
Metal tie rods, if specifically required by the Plans or the Engineer, shall be used in conjunction with thrust block. The rods, nuts and washers shall be coated with a rust resistant coating. (A product intended for such use.)

20.6 Pipe Testing and T. V. Inspection

- A. Sanitary Sewer Pipe. The finished sanitary sewer shall be tight against leakage from either the inside or the outside of the pipe.

All wyes, tees, and stubs shall be plugged with flexible jointed caps, or acceptable alternate, securely fastened to withstand the internal test pressure. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

Exfiltration testing of the sanitary sewer pipe will be conducted by the Contractor, under the supervision of the Engineer, or his representative, after the sewer line is backfilled. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of his intention to pressure test the line.

If the test indicates that there is excessive leakage in the line the Contractor shall make repairs, at his own expense, and take such corrective action as may be required by the Engineer.

T.V. inspection of the sanitary and storm sewer pipe will be conducted by the City after the pipe has been backfilled and the manholes are accessible.

1. Exfiltration Test (Using Air)

The Contractor shall plug all openings in the pipe and supply necessary metering equipment and hoses for the test and a blower or compressor with adequate capacity to perform the test.

Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches four (4) pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe as determined by the Engineer.

At least two minutes shall be allowed for temperature stabilization before proceeding further. The inspector will then accurately determine the time of loss of one (1) psi. This time interval shall not be less than the time interval determined in the following formula.

$$T = 0.0109 D^2L$$

T = time in seconds

D = nominal inside diameter of pipe in inches

L = length of pipe in feet

Failure to meet or exceed the computed time interval for the loss of one (1) psi will be cause for rejection of the sewer pipe.

All repairs necessary to meet these requirements and/or testing will be at the expense of the Contractor.

The maximum length of sewer pipe, for the above tests, shall be the distance between consecutive manholes. Any section of sewer pipe, between any two manholes that does not meet the above requirements, shall be rejected.

2. T.V. Inspection

T.V. inspection, (by the City), of the newly installed sanitary and storm sewer pipes will be required, preferably, before the placement of asphalt on the roadway. It shall be the responsibility of the Contractor to give the Engineer ample advance notice of the time when this inspection is to be performed to assure the timely scheduling of the City's personnel and equipment.

Any and all imperfections (i.e. sags in the pipe invert, joints not fully seated, offset joints, poor manhole entries and exits, etc.) found in the installation of the pipe shall be immediately repaired by the Contractor at no cost to the City. Such repairs shall be as allowed and directed by the City Engineer.

B. Water Pipe

All new watermain shall pass City standard pressure testing and bacteriological testing. Pressure testing, flushing, disinfection, and bacteriological testing shall be performed by the City Water Department. All testing, flushing, and disinfecting materials and labor costs of the City's must be paid by the Contractor. It is the Contractor's responsibility to repair all leaks. The test pressure shall be 1-½ times the working pressure of the pipe per AWWA standards. The bacteriological test criteria shall be as follows: one test showing "absence" of coliform bacteria (<1) and a standard plate count of less than 100. The Contractor shall be responsible for all excavation and back fill necessary to allow the City Water Department access to the new main for the City to furnish, install, and remove all corporation stops necessary to test, chlorinate, and bacteriological sample the new main as required. This includes backfill and trench surfacing once and then returning to the site to re-excavate and re-backfill (including cold mix patching) any corporation stops that remain in the main during disinfecting and sampling procedure. Where connections are made to existing mains the fitting and pipe shall be thoroughly cleaned and spray disinfected with 150(+) ppm chlorine solution immediately prior to their installation and such procedure shall be witnessed by a representative of the City, such operations by the contractor require the City to be notified a minimum of 48 hours in advance. The 48 hour notice is necessary to allow the City crew to notify customers of the water outage. The contractor shall be responsible for coordinating and cooperating with the City Water Department for testing, flushing, and disinfecting activities.

20.7 Plugging Existing Pipe

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

20.8 Basis of Payment

- A. Storm Sewer Pipe. The accepted quantities of storm sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including furnishing and installing lock bands at each joint and all pipe zone material.
- B. Sanitary Sewer Pipe. The accepted quantities of sanitary sewer pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe. The cost of furnishing all pipe zone material is also included in this item.

- C. Perforated Sub-Surface Drain Pipe. The accepted quantities of subsurface drain pipe will be paid for by the unit price per linear foot and shall include all costs incidental to furnishing and laying pipe, as herein described, including all angle branches, plugs, pipe connectors, and all pipe zone material.
- D. Water Pipe & Ductile Iron Fittings. Payment for main line water pipe, including fittings, thrust blocks and couplings will be made at the unit price per linear foot.
- E. Plugging existing pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard. Computations for corrugated metal pipes will be based on the nominal diameter.

The measurement for payment will be the field measured centerline length of the pipe in place within the limits shown. Laying lengths of valves, fittings and couplings will be included. Payment for fittings, couplings and thrust blocks shall be considered incidental to the cost of the respectively-sized pipe.

Payment for valves will be made at a per each unit price.

ES-21. GATE VALVES AND VALVE BOXES

21.1 Scope

This section covers the work necessary for furnishing and installing the gate valves and valve boxes, complete.

21.2 Materials

- A. Gate Valves (all sizes). Valves shall be ductile iron AMERICAN FLOW CONTROL SERIES 2500 resilient seated valves, or an approved equal, and shall open when the stem is rotated counterclockwise. Unless otherwise shown, valves shall have 2-inch square wrench nut. Valve ends and valve sizes shall be shown. Valves shall conform to ANSI / AWWA C-509.
- B. Valve Boxes. Valve boxes for valves 12" in size and smaller shall be Buffalo 2-piece slip - type, cast iron with 5-1/4-inch shaft, and shall be TYLER 6855 series of appropriate length for the installation, or approved equal. Valve boxes for valves over 12" in size shall be Buffalo 3-piece sliding type cast iron with 5-1/4-inch shaft and shall be TYLER 6855 series of appropriate length for the installation or approved equal. The word "Water" shall be cast into the top of the lids. Extension pieces, if required, shall be the manufacturer's standard type for use with the valve boxes.
- C. Extension stems for valve operators. Where the depth of the opening nut is more than 4.5 feet, standard operating extensions shall be provided to bring the operating nut to a point

3.5 feet below the surface of the ground or pavement. The extension stem shall be constructed of steel (and coated).

21.3 Workmanship

- A. Valves. Before installation, the valves shall be thoroughly cleaned of all foreign material, and shall be inspected for proper operation for both opening and closing, and to verify that the valves seat properly. Valves shall be installed so that the stems are vertical, unless otherwise directed by the Engineer. Jointing shall conform to AWWA C-600 or AWWA C-603, whichever is applicable. Valves shall be installed in accordance with "Standard Details". Joints shall be tested with the adjacent pipeline. If joints leak during the test, valves shall be disconnected and reconnected, and the valve and/or the pipeline retested.

Faces of flanges shall be cleaned thoroughly before flanged joint is assembled. After cleaning, the gasket shall be inserted and the nuts tightened uniformly around the flange. If flanges leak under test, the nuts shall be loosened, the gasket reset or replaced, the nuts retightened, and the valve and/or pipeline retested.

Valves on all service connections and stubouts, 4 inch and larger, shall be mechanical joint and shall be restrained with coated tie rods.

- B. Valve Boxes. Center the valve boxes and set plumb over the wrench nuts of the valves. Set valve boxes so that they do not transmit shock or stress to the valves. Set the valve box covers flush with the surface of the finished pavement as shown, or such other level as may be ordered by the Engineer. Cut extensions to the proper length so that the valve box does not ride on the extension when set at grade.

Backfill shall be the same as specified for the adjacent pipe. Place backfill around the valve boxes and thoroughly compact to a density equal to that specified for the adjacent trench and in such a manner that will not damage or displace the valve box from proper alignment or grade. Misaligned valve boxes shall be excavated, plumbed, and backfilled at the Contractor's expense.

Valve boxes shall be clean prior to final project acceptance.

21.4 Payment

Payment for gate valves furnished and installed, complete, with valve boxes will be by the unit prices per each. Payment for the gate valves and valve boxes shall constitute full compensation for the work as specified under this section.

Payment for gate valves and valve boxes furnished and installed as auxiliary valves on hydrants shall be included in the unit price for hydrants.

ES-22. FIRE HYDRANTS

22.1 Scope

This section covers the work necessary for furnishing and installing the fire hydrants, complete, and the work necessary for the removal of existing hydrants.

22.2 Materials

- A. Low Pressure Hydrants. Hydrants to be Corey pattern with nominal 5-1/4 inch main valve opening with 6 inch bottom connections. Equip with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper port with a 5 inch Storz hose nozzle. The Storz nozzle shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designated by the manufacturer. Storz adapters will not be accepted. Operating nut shall be equipped with O-ring seals and shall open when turned to the left or counterclockwise. Hydrants shall be of the break-flange or safety-top type. Hydrants shall conform to AWWA C-502, and these Specifications. The depth of bury will generally be 5 feet; and as required to accommodate site conditions. Nozzle threads shall be American National Standard. The hydrant isolation valve shall be attached to the tee at the main and all of the piping shall be restrained from the tee to the hydrant with flanged fittings, retaining glands (mega lugs, etc.) or tie rods as approved by the City Engineer. Hydrants shall be factory painted or may be painted by the contractor using a high quality industrial enamel high intensity red paint above the ground line; spray can paint will not be allowed.
- B. Manufacturer, "Model": Waterous, "Pacer" or Mueller, "Centurion"
- C. Base Block. Solid precast concrete pier block having nominal dimensions of 8-inch thickness by 15-inch square base.
- D. Drain Rock. Washed 1-1/2 inch crushed rock or graded river gravel free of organic matter, sand, loam, clay, and other small particles that will tend to restrict water flow through the gravel.
- E. Concrete for Thrust Blocking. City Standard per ES-11.
- F. Thrust Ties. 3/4 inch diameter steel rods and Duc-Lugs as manufactured by Stellar Corporation, Columbus, Ohio, or approved equal. Rods shall have rust resistant protective coating.
- G. Auxiliary Gate Valve. See City Standard ES-21.

22.3 Workmanship

Construction and installation shall conform to the detail on the Plans and to provisions of Sections 11 and 12 of AWWA C-600, except where otherwise specified.

- A. **Location and Position.** Locate as shown or directed so as to provide complete accessibility and minimize possibility of damage from vehicles or injury to pedestrians. A 3-foot clear space shall be provided and maintained around the circumference of the hydrant or as approved by the Engineer. Where hydrants are subject to impact by a motor vehicle, guard posts other approved means shall be provided as approved by the Engineer. Improperly located hydrants shall be disconnected and relocated, at the Contractor's expense.

When placed behind the curb, set hydrant barrel so that the face of the pumper or hose nozzle cap will be 2 feet from the back of the curb. When set in lawn space between curb and sidewalk, or between sidewalk and property line, let no portion of the hydrant or nozzle cap be within 12 inches of the sidewalk.

Set all hydrants plumb and nozzles parallel with, or at right angles to the curb, with the pumper nozzle facing the curb. Set hydrants so that safety flange is a minimum of 3 inches and maximum of 6 inches above finished ground or sidewalk level to clear bolts and nuts, and as directed.

- B. **Excavation.** Do not carry below sub-base grade. Replace over-excavated areas with gravel and hand tamp to provide firm foundation.
- C. **Base Block.** Place on firm level sub-base to assure uniform support.
- D. **Installation of Hydrants.** Place hydrant carefully on base block to prevent the base block from breaking. After hydrant is in place and connected to the pipeline, place temporary blocks to maintain the hydrant in a plumb position during subsequent work.
- E. **Drain Rock.** Place gravel around base block and hydrant bottom after hydrant has been blocked in place. Drain gravel shall be not less than 6 inches above hydrant drain opening. Do not connect drainage system to sewer.
- F. **Concrete Thrust Blocking.** Place after hydrant is blocked in its final position and hydrant is joined to pipe. Concrete thrust block shall have a minimum of 4 square feet of bearing area against undisturbed earth. Restraint devices such as flanged fitting, mega hugs, or tie rods may be used in lieu of thrust blocks if approved by the City Engineer.
- G. **Bury Depth and Thrust Ties.** The ground surface around fire hydrants shall be as follows:
1. **Behind the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 10 feet behind the back of the hydrant. The City Engineer may approve a lesser bury requirement if thrust ties consisting of two ¾ inch coated steel tie rods connecting the hydrant to the valve and the main are utilized. All earthen fill behind hydrants for a minimum distance of 10 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.
 2. **Sides of the hydrant:** The ground surface shall be a minimum of 4.5 feet above the hydrant base (as measured from 'level') for a distance of at least 6 feet from the

centerline of the hydrant barrel. All earthen fill at the sides of the hydrant for a minimum distance of 6 feet shall be compacted full depth to a minimum of 95% of AASHTO T99 proctor value.

3. Front of the hydrant (towards the main): 4.0 foot minimum cover over the hydrant lateral pipe shall be maintained – as shown on the City of Moscow Standard Construction Drawings.

Payment for existing fire hydrant removal will be made at the unit price stated in the Contractor's bid proposal for each hydrant removed, as covered herein and on the plans.

- H. Existing Fire Hydrant Removal. Remove fire hydrants on existing city mains as shown on the plans and as directed by the Engineer. The hydrants shall remain the property of the City of Moscow and shall be stockpiled, for the City, at a location to be determined. Care shall be taken so as not to damage the hydrants during removal, transporting, or stockpiling.

22.4 Payment

Payment for fire hydrants furnished and installed will be by unit price per each. Payment for fire hydrants shall constitute full compensation for all work specified under this section, and shall include the auxiliary gate valve and connecting pipe from the main line to the valve, and all trench excavation and backfill from the main to the hydrant.

Payment for existing fire hydrant removal will be made at the per each unit price.

ES-23. STORM AND SANITARY CONNECTIONS

23.1 Materials

- A. Sewer house connections, where required on the plans or ordered by the Engineer, shall be a minimum of four (4) inch diameter pipe. The pipe shall conform to Specification ES-8.2, except that it shall be green in color.
- B. Pipe zone material, unless otherwise specified, shall be 3/4 inch minus pea gravel, crushed rock, pea gravel, or clean sand.

23.2 Workmanship

- A. The sewer house connections shall be branched from the main sewer line by a Y branch on new mains; by a ROMAC style "CB" saddle on existing sewer mains. Branches shall be placed where indicated on the plans or as ordered by the Engineer, and shall be installed, at a point, above the centerline of the sanitary sewer main.
- B. ROMAC style "CB" saddles shall be furnished and installed by the City and paid for by the contractor.

- C. Sanitary sewer services shall not be connected to manholes.
- D. Maximum deflection permissible with any one fitting shall not exceed 45 degrees and shall be accomplished with long-radius curves or bends. Short-radius elbows or curves will not be permitted except by approval of the Engineer.
- E. Provide ends of all sewer house connection lines with standard watertight plugs, suitably braced to prevent blowoff during internal hydrostatic or air testing. With all plugs in place, test the sanitary sewer lines in accordance with ES-20.6.
- F. After the line has been tested by the Contractor and accepted by the Engineer, the Contractor shall furnish and install an approved marker, as per City of Moscow Standard Drawings, to identify the ends of the sewer stubs. The marker shall be wrapped with detectable sewer tape.
- G. Conform to applicable portions of Section ES-19 and Section ES-20.2.
- H. Backfill the pipe zone with granular pipe zone material, hand-placed simultaneously on both sides of the pipe for the full trench width and hand-tamped with approved tamping bars supplemented by 'walking in' and slicing with a shovel.
- I. Backfill, above the pipe zone, shall conform to applicable portions of Section ES-19. Do not backfill sewer house connection pipe until inspected and approved by the Engineer.
- J. All denuded areas shall be fertilized, re-sown with grass seed and covered with mulch as specified in Sections ES-27 and ES-28.
- K. Install as per the Standard Construction Drawings.
- L. Separation of storm and sanitary sewer service laterals from water mains and water service lines shall conform to the requirements of Idaho Drinking Water Standards.

23.3 Basis of Payment

- A. Trench excavation and backfill, required under this item, will be paid for as incidental to the price per linear foot of pipe stated in the Contractor's bid proposal. Payment for that item shall constitute full compensation for all work connected with excavation and backfill.
- C. Sewer house connection pipe, in place, will be paid for on the unit price per linear foot for the appropriate size of pipe stated in the Contractor's bid proposal. Payment for this item shall constitute full compensation for all materials and work required to install the sewer house connection pipe, complete, including trench excavation and backfill. The length of the house connection will be based on the total length of pipe installed, including all fittings, measured along the pipe center line.

ES-24. STREET / ALLEY CUT REPAIR

All excavations in to existing City street paving shall be repaired in accordance with the City's adopted STREET / ALLEY CUT REPAIR policy and as per Standard Construction Drawing entitled STREET /ALLEY CUT REPAIR.

ES-25. EROSION AND SEDIMENT CONTROL

All construction in the City involving earthwork shall comply with all of the requirements of City Code Section 7-1-4 pertaining to Erosion and Sediment Control and the City of Moscow EROSION AND SEDIMENT CONTROL STANDARDS adopted by resolution.

The Contractor shall implement appropriate erosion control eliminating sediment transport to City infra-structure and private property. The Contractor shall pay all costs associated with sediment removal from City infra-structure, private property or environmental remediation.

All sediment control devices shall be installed prior to any ground disturbing activity.

ES-26. STORMWATER RUNOFF CONTROL

All construction and development activity in the City shall comply with all of the requirements of City Code Section 5-15 STORMWATER RUNOFF CONTROL and including Moscow STORMWATER RUNOFF CONTROL STANDARDS adopted by resolution.

ES-27. IMPORTED TOPSOIL

27.1 General

Imported topsoil shall possess friability and a high degree of fertility. It shall be free of clods, roots, gravel and other inert material. It shall be free of quack grass, horsetail and other noxious vegetation and seed. Should such regenerative material be present in the soil, it shall be the responsibility of the Contractor to remove all such growth, both surface and root, which may appear in the planting within one year following acceptance of the job at his own expense and in a manner satisfactory to the Owner.

27.2 Payment

Payment for furnishing and placing imported topsoil shall be paid according to the unit price bid on the Contractor's bid proposal form or as noted as set forth in the Contract documents.

ES-28. SEEDING

28.1 Seed

Seed furnished shall be labeled; true as to variety; noxious weed-free; and meet all purity, germination specifications, and standards of the Federal Seed Act and Idaho State Seed Laws. The variety shall be as required to best satisfy the particular application - as approved by the City Engineer.

28.2 Application

Seed all cut and fill slopes and all other denuded areas where any earthwork has occurred. Seeding shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.3 Fertilizer

Fertilizer shall be commercial grade and used in the seeding application in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.4 Mulch

Mulch shall be used in the seeding operation and shall consist of furnishing and placing mulch in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.5 Seedbed Preparation

Preparing the surface area to be seeded is part of the seeding operation and shall be done in accordance with Section 621 of the latest edition of the Idaho Transportation Department Standard Specifications for Highway Construction, including all amendments thereto.

28.6 Payment

Seeding will be paid for as allowed and described in the project specific contract documents; which may include, but not limited to, the following methods of payment: unit price per unit area; lump sum amount; incidental to other item unit prices; included in a project lump sum amount.

ES-29. TREE TRIMMING

Any tree, within the construction area, whose branches, trunk or roots must be removed in order to complete the work, should be trimmed, as directed by the Engineer. All costs for such trimming shall be noted as set forth in the Contract documents. **ALL TREE TRIMMING SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE COMMUNITY FORESTRY ORDINANCE.**

ES-30. INSPECTION

Work performed under this contract shall be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- A. After storm sewer lines, sanitary sewer lines, perforated drain lines and their structures are in place, but before any backfilling is started.
- B. Prior to and during the placement of all concrete. This inspection shall be requested when the forms are in place and ready to receive the concrete.
- C. After the street has been excavated and compacted, but before any crushed rock is placed.
- D. During the application and processing of the crushed rock base and after the crushed rock base has been placed and compacted, but before the prime coat is applied.
- E. After valve boxes, catch basins, manholes and monuments have been adjusted to the proper elevation.
- F. Prior to and during the placement of prime coat and tack coat.
- G. Prior to and during the placement of all superpave hot mix asphalt pavement.
- H. At the completion of the job, after all cleanup, backfilling and all other work is done and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Engineer, or his representative, when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Engineer, or his representative, to arrange to be present as required. Failure to notify the Engineer, or his representative, of the inspections shall be sufficient ground to reject the uninspected work and cause its immediate removal.

All discrepancies, indicated by the inspector, shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

ES-31. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these Specifications and Plans to obtain good workmanship throughout with the completed work complying with the said Specifications and Plans and in full working order upon completion. Work will not be accepted until this result is obtained.

All debris or rubbish caused by the contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat and presentable condition.

Any damage to private property shall be repaired, replaced in kind, as approved by the City Engineer or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

ES-32. MOBILIZATION

This item shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization cost for subcontracted work shall be considered to be included in the prices bid by the prime Contractor.

The amounts to be allowed for mobilization in the partial payment to be made under the contract will be made as follows:

1. Sixty percent of the amount bid for mobilization will be paid on the first monthly progress estimate.
2. Forty percent of the amount bid for mobilization will be paid on the second monthly estimate providing that the contractor has initiated productive work on the project.

Mobilization will be measured and paid for by the Lump Sum as shown on the Contractor's Proposal

SPECIAL PROVISIONS

SP-1. ASPHALT SLURRY SEAL COAT (TYPE II)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products and procedures for mixing and spreading a properly proportioned mixture of fine graded aggregate, mineral filler, emulsified asphalt, and water.
- B. Products and procedures for a cured slurry with a homogeneous appearance, firm surface adhesion, and skid resistant texture.

1.2 REFERENCES

- A. AASHTO M 17: Standard Specification for Mineral Filler for Bituminous Paving Mixtures
- B. AASHTO M 29: Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
- C. AASHTO M 208: Standard Specification for Cationic Emulsified Asphalt
- D. AASHTO T 11: Material Finer than 75 μm (No. 200) Sieve in Mineral Aggregate
- E. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- F. AASHTO T 96: Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- G. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- H. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
- I. AASHTO T 278: Surface Frictional Properties Using the British Pendulum Tester
- J. AASHTO T 279: Accelerated Polishing of Aggregates Using the British Wheel
- K. AASHTO T40:
- L. ISSA A105 Guidelines (Rev 2010)

1.3 SUBMITTALS

- A. Submit Mix Design and test results to the Engineer 10 days prior to beginning construction.
 - 1. Meet the requirements of this Section, article 2.7
 - 2. Include target gradation for combined aggregate and mineral filler.
 - 3. The Mix Design including ISSA test results shall be signed and sealed by a licensed Professional Engineer in the state where it was performed.
 - 4. Prior to development of the Mix Design, the Contractor shall meet with the City Engineer or his/her authorized representative to discuss time allowance for returning traffic to the slurry sealed surface.
- B. Provide test reports for aggregate.
 - 1. Meet the requirements of this Section, article 2.2
- C. Provide a Manufacturer's Certificate of Compliance for Mineral Filler.
- D. Provide verification that the emulsified asphalt supplier adheres to Section 2.1 by submitting a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications. Include certification that minimum 50% AASHTO T 301 Elastic Recovery is met.
- E. Provide information describing 10 completed slurry seal roadway projects each consisting of a minimum of two lane miles in length. At a minimum the submittal shall contain the location, project limits, length of time to complete the project, and references.

PART 2 MATERIALS

2.1 EMULSIFIED ASPHALT

- A. Use a polymer modified emulsion CQS-1HP, meeting CQS-1H specifications identified in AASHTO M 208 and ISSAA 105, using solid synthetic rubber or latex material.
 - 1. Combine the polymer modifier with the base asphalt or asphalt emulsion at a minimum rate of 3 percent solids by weight of asphalt, prior to loading at the manufacturing plant.
 - 2. Use a polymer modified emulsion compatible with the mix design developed for the conventional slurry seal.
- B. Verify that the shipment is the same as the mix design.

2.2 AGGREGATE

- A. Aggregate shall consist of 100 percent (100%) crushed stone, free of organic material, clay, balls, or other deleterious materials. Refer to AASHTO M 29.
- B. Use an aggregate blend with a sand equivalent of 45 or more. Refer to AASHTO T 176.
- C. Meet a minimum polishing value of 31. Refer to AASHTO T 278 and AASHTO T 279.
- D. Use aggregate with 35 percent or less loss by abrasion. Refer to AASHTO T 96.
- E. Meet 15 percent soundness maximum using Na₂SO₄. Refer to AASHTO T 104.
- F. Use material from a commercial (non-ITD controlled) source that is qualified for use on Idaho Transportation Dept. projects. A list of qualified commercial materials sources is available from ITD District 2 in Lewiston.

2.3 MINERAL FILLER

- A. Use Portland cement or hydrated lime. Refer to AASHTO M 17.

2.4 COMBINED AGGREGATE AND MINERAL FILLER

- A. Use a job mix or target gradation within the gradation band. Base the mix design on this gradation. The percent passing each sieve after the target gradation has been submitted will not vary by more than the stockpile tolerance and still remain within the gradation band. Refer to AASHTO T 11, AASHTO T 27, and Table 1. Table 1

Gradation		
Sieve Size	Gradation Band (% Passing)	Stockpile Tolerance from the Mix Design Gradation
3/8 inch	100	
No. 4	90-100	+/- 5%
No. 8	65-90	+/- 5%
No. 16	45-70	+/- 5%
No. 30	30-50	+/- 5%
No. 50	18-30	+/- 4%
No. 100	10-21	+/- 3%
No. 200	5-15	+/- 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation and Sand Equivalent tests sampled according to AASHTO T 2 (ASTM D 75). The five test average will represent a maximum quantity of 750 tons or fraction thereof. If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the materials or blend additional aggregate with the stockpile materials to bring it into compliance. Material used in blending must meet the required aggregate quality test specifications in Section 2.2 before blending, and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design at the contractors' expense.

Screening shall be required at the stockpile if there is any evidence of oversized materials in the mix.

2.5 WATER

- A. Potable and free from harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

2.6 ADDITIVES

- A. Additives may be used to accelerate the break-set of the slurry seal.
 - 1. Determine the initial additive quantities by the mix design for the slurry mix or individual materials.
 - 2. Appropriate additives and their applicable use range shall be approved by the laboratory as part of the mix design.

2.7 SLURRY SEAL MIX DESIGN

- A. Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project, and meeting the specifications in Table 2. This design will be performed by an approved laboratory which has documented experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the Laboratory and the Engineer.

Use the same materials and aggregate gradation to be used on the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM

C29). The report must clearly show the proportions of aggregate, mineral filler, and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

Table 2

TESTS		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB 106	Slurry Seal Consistency	2cm Minimum; 3cm Max.
ISSA TB-139 (For quick-traffic systems)	Wet Cohesion 30 Minutes Minimum (Set)	12 kg-cm Minimum
	Wet Cohesion 60 Minutes Minimum	20 kg-cm Minimum
ISSA TB 109 (For heavy-traffic areas only)	Excess Asphalt by LWT Sand Abrasion	50 g/ft ² Maximum (538 g/m ² Maximum)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-100	Wet-Track Abrasion Loss, One-hour Soak	75 g/ft ² (807 g/m ²)
ISSA TB-113	Mix Time**	Controllable to 180 Seconds Minimum

** Perform the mixing test and set-time test at the highest temperatures expected during construction.

2.8 COMPONENT MATERIALS

A. The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	7.5 - 13.5%
Mineral Filler	0.0 – 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper consistency

2.9 MIX TOLERANCES

A. Tolerances for the slurry seal mixture are as follows:

- After the residual asphalt content is determined, a variation of $\pm 1\%$ by weight of dry aggregate will be permitted.
- The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than $\pm 0.2''$ from the job mix formula after field adjustments.

3. The rate of application shall not vary more than $\pm 2 \text{ lb/yd}^2$ when the surface texture does not vary significantly.

2.10 EQUIPMENT

- A. Use only a machine designed and manufactured specifically for blending, mixing, and placing slurry seal.
 1. Mix the material in a self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design.
 - a) Continuous-run machines: equipped to self-load materials while continuing to lay slurry seal
 - b) Either type machine: accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving mixer and to discharge the mixed product on a continuous-flow basis.
 2. Maintain sufficient storage capacity within the machine for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.
- B. Calibrate each mixing unit in the presence of the Engineer before a machine is used on a project.

PART 3 EXECUTION

3.1 NOTIFICATION AND TRAFFIC CONTROL

- A. Notification

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

Contractor shall place a cone (multiple on commercial driveways) in the middle of each driveway when slurry seal is not to be driven on. Cone(s) shall be removed by Contractor once street is re-opened to traffic.
- B. Traffic Control

Traffic Control shall meet the requirements of Technical Specification TS-5. Traffic control devices shall conform to the requirements of the current Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work. A Traffic Control Plan for each location where work is to be performed shall be submitted to the Engineer at least 2 days in advance.

3.2 WEATHER LIMITATIONS

- A. Do not apply slurry seal during rain, when road surface moisture is present, or during other adverse weather conditions.
- B. Do not apply slurry seal if either the pavement or air temperature is below 50 degree F and falling. Slurry seal may be applied when both the pavement and air temperatures are above 45 degrees F and rising.
- C. Do not apply slurry seal when the temperature is projected below 33 degrees F within 24 hours of placing slurry seal.
- D. Cease slurry seal operations when weather or other conditions prolong opening road surface to traffic beyond two hours.
- E. Keep traffic off roadway surface until the slurry seal has cured.

3.3 STOCKPILE

- A. Construct stockpile of slurry seal aggregate.
 - 1. Engineer approves stockpile a minimum of one and a maximum of seven days prior to use.
- B. Notify the Engineer a minimum of seven calendar days prior to slurry seal placement in order for the initial stockpiles to be sampled and tested for acceptance.
- C. Obtain the Engineer's written acceptance of the stockpile prior to use in slurry seal.
- D. Remove material not meeting specifications from the stockpile area.
- E. The Laboratory will retest corrected material for acceptance.

3.4 PREPARATION

- A. Clean the surface of all dirt, sand, dust, oil, and other objectionable material immediately prior to applying the slurry.
- B. Allow cracks to dry thoroughly before applying slurry seal when using water to clean the surface.
- C. Protect manholes, valve boxes, drop inlets and other service utility entrances prior to surfacing.

3.5 APPLICATION

- A. Pre-wet the entire surface by fogging ahead of the slurry box. Do not over apply, causing free water to sit on the pavement in front of the slurry box.
- B. Carry a sufficient amount of slurry in all parts of the spreader at all times so that full width and complete coverage is obtained with no streaks or narrow spots. Avoid overloading the spreader.
- C. Apply slurry mixture of proper consistency at an average rate of 14 to 18 lbs./yd².
- D. Joints
No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. Longitudinal joints shall not be constructed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" shall be allowed for overlap of longitudinal joints. Correct bare or missed spot locations immediately with handwork.
- E. Mixture
The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which can create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.
- F. Do not add additional water for any reason, once the mixture has been placed onto the road surface.
- G. Remove and replace the applied slurry if any of following occurs:
 - 1. Lumping, balling, or unmixed aggregates.
 - 2. Separation of the coarse aggregate from the emulsion and fines.
 - 3. Settling of the coarse aggregate to the bottom of the mix.
 - 4. Excessive breaking of emulsion inside the spreader box.
 - 5. Streaking caused by oversized aggregate.

3.6 FINISHING DETAILS

- A. Place slurry seal adjacent to concrete pavements or concrete curb and gutter with a straight longitudinal edge. Do not allow over-lap on these areas.
- B. Maintain straight lines at all locations.
- C. Place slurry seal at side streets and intersections out to curb returns.

- D. Use hand squeegees to spread slurry in areas that cannot be reached with slurry seal machine.
 - 1. Lightly dampen areas prior to mix placement.
 - 2. Provide complete and uniform coverage.
 - 3. Avoid unsightly appearance from hand work.
 - 4. Use the same type of finish in hand worked areas as that applied by the spreader box.
 - 5. Complete handwork during the machine application process.
- E. Use construction paper or comparable products so all beginning and ending joint lines from each construction pass are straight.
- F. Adequate means shall be provided to protect the slurry-seal from damage by traffic until the mixture has cured sufficiently so as to not be damaged by the tires of vehicles. Any damage done by traffic to the slurry-seal shall be repaired by the Contractor at his/her expense.
- G. All utility access areas, gutters, and portions of intersections not receiving the treatment shall have the slurry seal removed as directed by the engineer. The contractor shall remove any debris associated with the performance of the work on a daily basis.

3.7 BASIS OF PAYMENT

Payment for accepted work will be made as follows:

<u>Pav Item</u>	<u>Pav Unit</u>
Asphalt Slurry Seal Coat Type II.....	S.Y.

Bid unit square yard price shall include all labor, materials, equipment, bonds, warranties, taxes, insurances, mobilization, clean up, traffic control, permits, materials testing, mix design, shop drawings, submittals, freight, equipment calibration, utility protection, brooming and watering, repair of tree damage, removal of spatter or mar, collateral damage, and all other incidental costs necessary to construct the improvements described in the Specifications and Contract Documents.

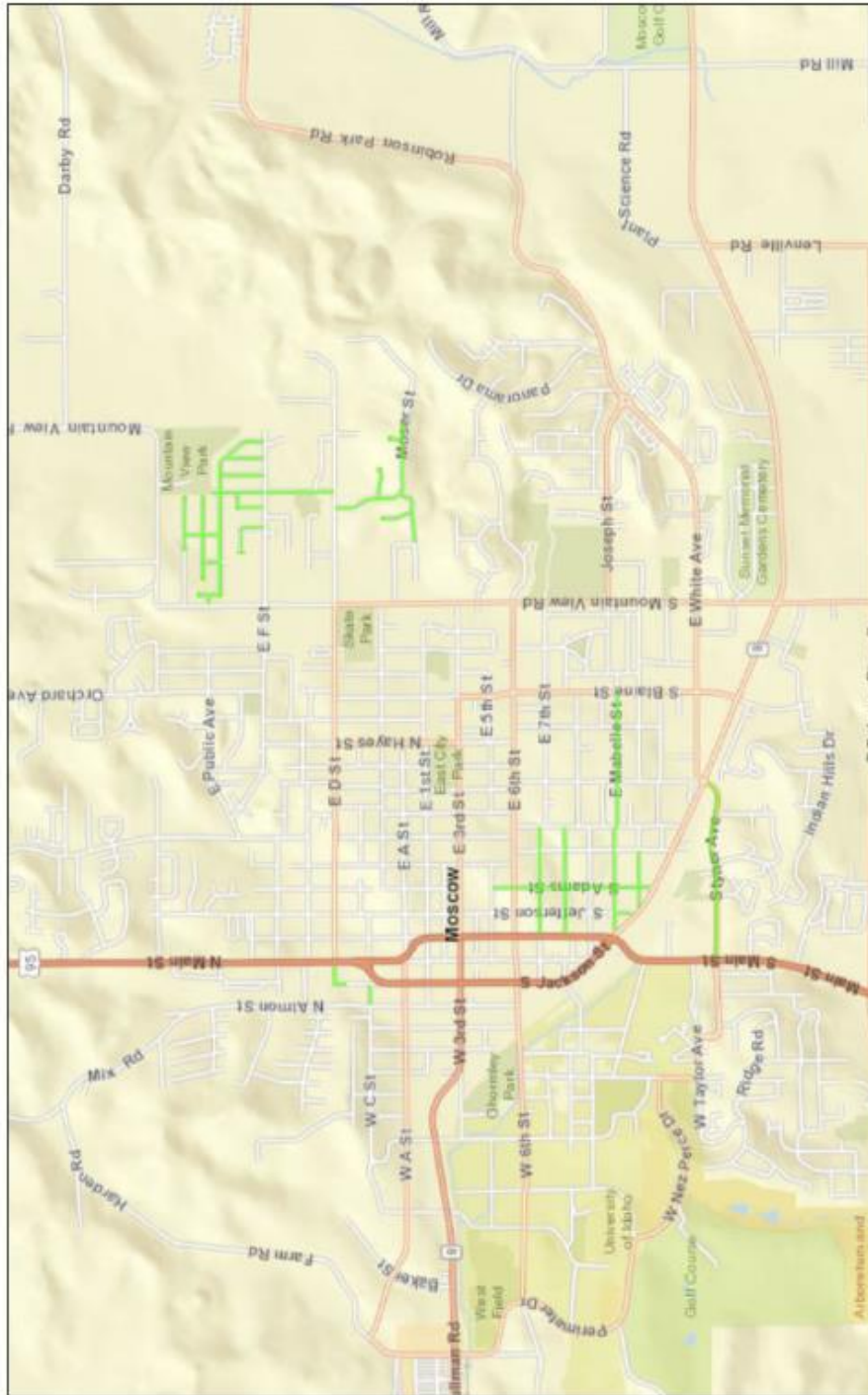
APPENDIX I

PROJECT DRAWINGS

SLURRY SEAL – 2021

PAGE 101 OF 105

Slurry Seal 2021: Vicinity Map



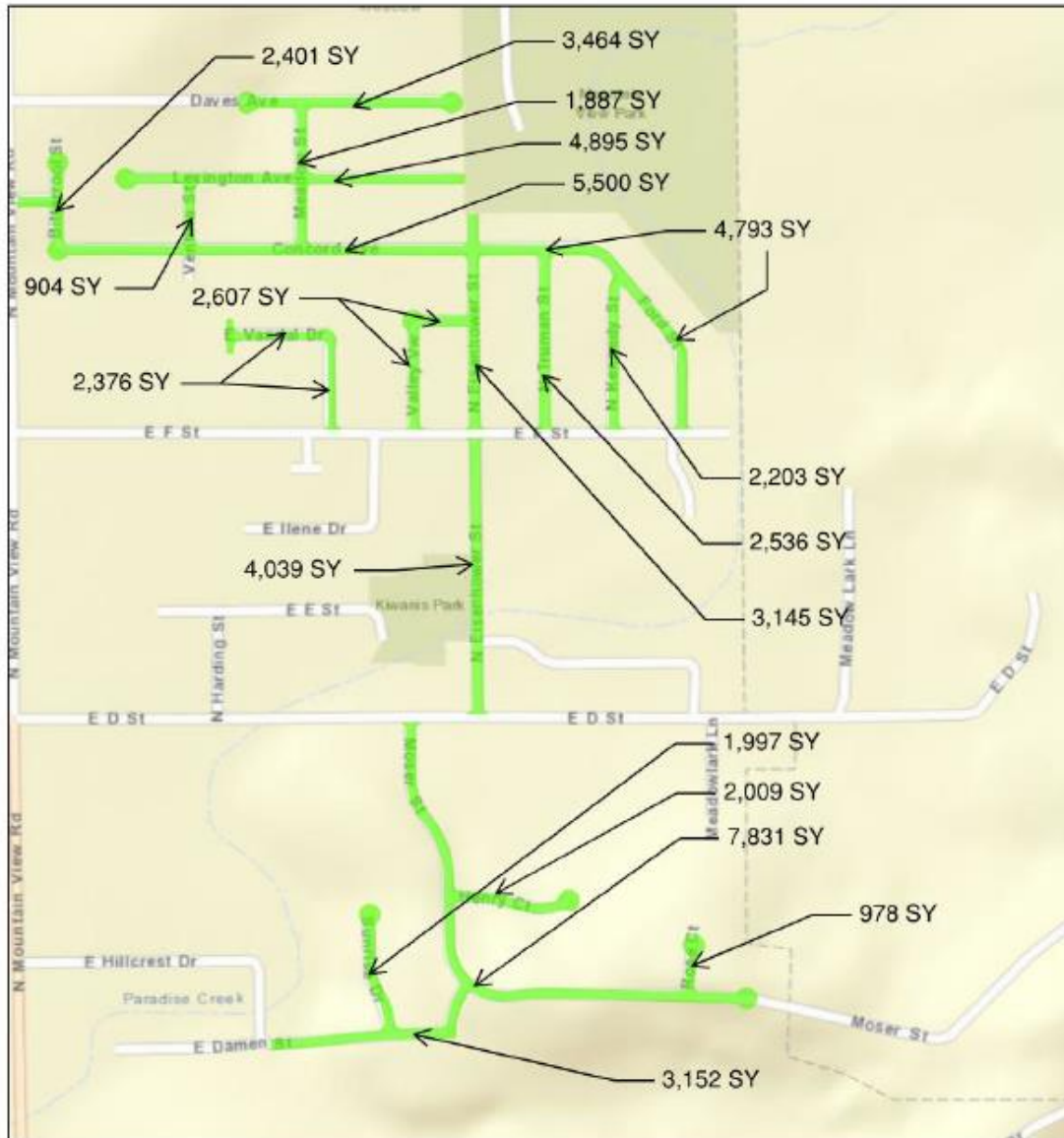
March 15, 2021

1:36,112
0 0.2 0.4 0.65 0.8 mi
0 0.33 0.65 1.3 km

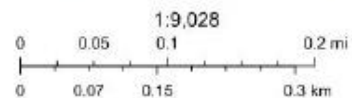
SLURRY SEAL - 2021

PAGE 102 OF 105

Area 1



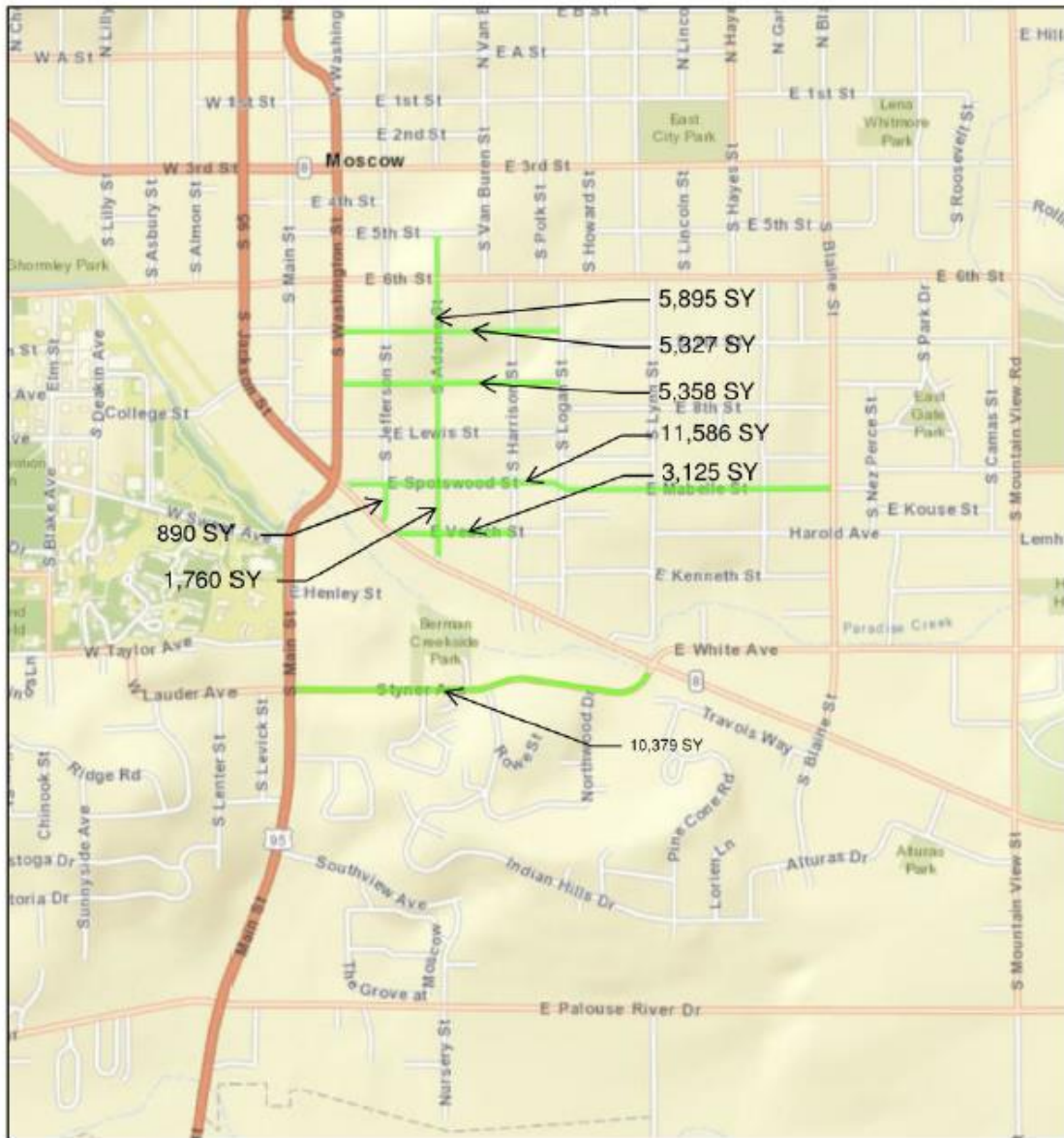
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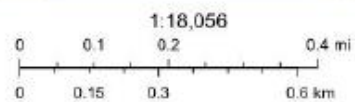
SLURRY SEAL - 2021

PAGE 103 OF 105

Area 2



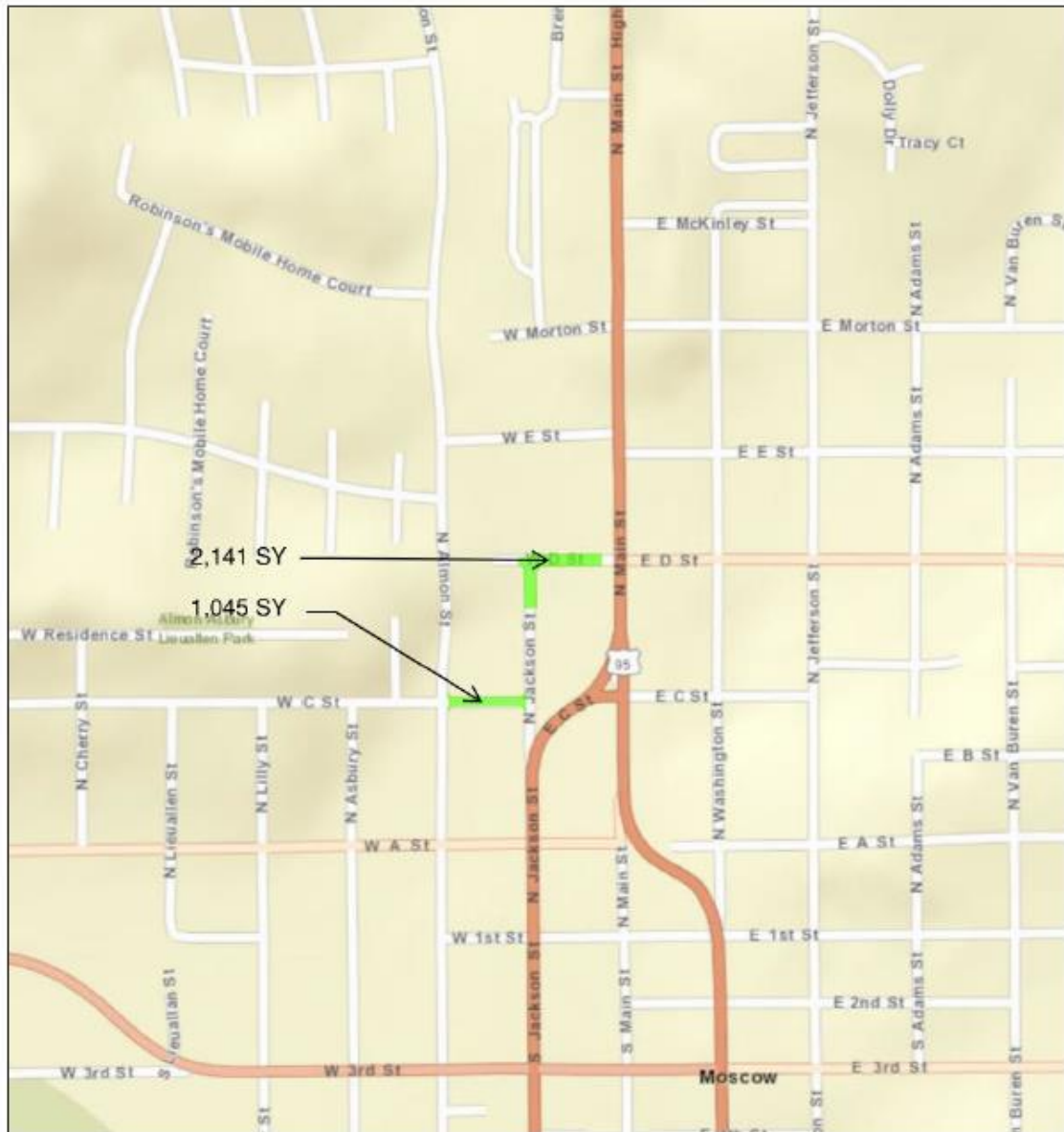
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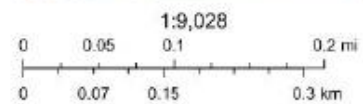
SLURRY SEAL - 2021

PAGE 104 OF 105

Area 3



March 15, 2021



SLURRY SEAL - 2021

PAGE 105 OF 105

Attachment B

April 12, 2021

ADDENDUM NO. 1

City of Moscow Project: **SLURRY SEAL -2021**

Project No. **111-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **SLURRY SEAL - 2021**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The patching and crack sealing that was necessary for the slurry seal project has been completed ahead of schedule. This has allowed the City of Moscow to widen the construction window and increase the area to be sealed as part of the **SLURRY SEAL - 2021** project.

1. **INVITATION TO BID:** Replace Page 1 of 101 with attached Page 1 of 105 titled "INVITATION TO BID" showing the additional area "Area 4" with a total of 11,844 SY.
2. **BID SCHEDULE:** Replace Page 4 of 101 with attached Page 4 of 105 titled "BID SCHEDULE" showing the new total quantity of 116,067 SY.
3. **IB-13 PERFORMANCE PERIOD:** Timeline for substantial completion will be extended. Please replace the original early start date of "July 5, 2021" with "June 14, 2021"
4. **APPENDIX I: PROJECT DRAWINGS:** Add the attached Page 106 of 105 titled "Area 4" to APPENDIX I after page 105 of 105

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Firm Name of Bidder

Signature of Bidder

Title

Date

INVITATION TO BID

The City of Moscow, Idaho is accepting **electronic** bids to be submitted to the Community Planning and Design Building at 221 East Second Street, Moscow, Idaho 83843, and clearly marked "**Bid Enclosed - Slurry Seal - 2021**" until 3:00 p.m., prevailing local time, **Friday, April 16, 2021**, for the following project:

SLURRY SEAL - 2021

The project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations:

Area 1	Concord, Eisenhower, and Moser	56,717 SY
Area 2	Adams, Spotswood, and Styner	44,320 SY
Area 3	Jackson and D Street	3,186 SY
Area 4	Lamy, Highland, and Kirk Drive	11,844 SY

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Capital Projects Administrative Assistant, Kendra Ewing, **bids must be submitted by e-mail** to kewing@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, April 16, 2020. All responders will be notified of results by e-mail by Tuesday, April 20, 2021. **Contact Kendra Ewing at kewing@ci.moscow.id.us with any questions.**

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

BID SCHEDULE

SLURRY SEAL - 2021

<u>Item No.</u>	<u>Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Slurry Seal Coat Type II	116,067 SY	\$ _____	\$ _____
BID TOTAL				\$ _____

Firm Name of Bidder

Signature of Bidder

Official Title

Bidders Mailing Address

Public Works License No.

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____

This ____ day of _____, 2021

SLURRY SEAL - 2021

PAGE 4 OF 105

Area 4



SLURRY SEAL – 2021

PAGE 106 OF 105

Attachment C

BID SCHEDULE

SLURRY SEAL - 2021

<u>Item No.</u>	<u>Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Slurry Seat Coat Type II	104,223 SY	\$	\$
SEE ADDENDUM #1				
BID TOTAL				\$

Blackline Inc.

Firm Name of Bidder

Signature of Bidder

President

Official Title

13023 NE Hwy 99, Ste #7 PMB 196 Vancouver WA 98686

Bidders Mailing Address

009681-B-4

Public Works License No.

Washington

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at WOODLAND, WA

This 16th day of APRIL, 2021

SLURRY SEAL - 2021

PAGE 4 OF 101

April 12, 2021

ADDENDUM NO. 1

City of Moscow Project: **SLURRY SEAL -2021**

Project No. **111-021**

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project **SLURRY SEAL - 2021**, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The patching and crack sealing that was necessary for the slurry seal project has been completed ahead of schedule. This has allowed the City of Moscow to widen the construction window and increase the area to be sealed as part of the **SLURRY SEAL - 2021** project.

1. INVITATION TO BID: Replace Page 1 of 101 with attached Page 1 of 105 titled "INVITATION TO BID" showing the additional area "Area 4" with a total of 11,844 SY.
2. BID SCHEDULE: Replace Page 4 of 101 with attached Page 4 of 105 titled "BID SCHEDULE" showing the new total quantity of 116,067 SY.
3. IB-13 PERFORMANCE PERIOD: Timeline for substantial completion will be extended. Please replace the original early start date of "**July 5, 2021**" with "**June 14, 2021**"
4. APPENDIX I: PROJECT DRAWINGS: Add the attached Page 106 of 105 titled "Area 4" to APPENDIX I after page 105 of 105

Receipt of **ADDENDUM NO. 1** must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

BLACKLINE, INC.

Firm Name of Bidder

Signature of Bidder

PRESIDENT

Title

APRIL 16, 2021

Date

INVITATION TO BID

The City of Moscow, Idaho is accepting **electronic** bids to be submitted to the Community Planning and Design Building at 221 East Second Street, Moscow, Idaho 83843, and clearly marked "**Bid Enclosed - Slurry Seal - 2021**" until **3:00 p.m.**, prevailing local time, **Friday, April 16, 2021**, for the following project:

SLURRY SEAL - 2021

The project consists of applying an Asphalt Slurry Seal Coat (Type II) at the following locations:

Area 1	Concord, Eisenhower, and Moser	56,717 SY
Area 2	Adams, Spotswood, and Styner	44,320 SY
Area 3	Jackson and D Street	3,186 SY
Area 4	Lanny, Highland, and Kirk Drive	11,844 SY

Any objections to the contents or terms of the Specifications shall be raised one (1) day prior to bid opening or it shall be deemed to have been waived.

Prevailing wages are not required on this project.

Proposal Guarantee (Bid bond) is not required with bid submittal.

Contractor shall furnish a sealed, written and signed bid (on Bid Proposal form) to perform this work to the Capital Projects Administrative Assistant, Kendra Ewing, **bids must be submitted by e-mail** to kewing@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, April 16, 2020. All responders will be notified of results by e-mail by Tuesday, April 20, 2021. **Contact Kendra Ewing at kewing@ci.moscow.id.us with any questions.**

The City reserves the right to reject any and all Bid Proposals, to waive any formality in the Bidding Contract Documents and to make selection to the lowest responsive, responsible and qualified Bidder as it may best serve the interest of the Owner.

BID SCHEDULE

SLURRY SEAL - 2021

<u>Item No.</u>	<u>Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Asphalt Slurry Seal Coat Type II	116,067 SY	\$ 1.79	\$ 207,759.93
BID TOTAL				\$ 207,759.93

BLACKLINE, INC.

Firm Name of Bidder

Signature of Bidder

PRESIDENT

Official Title

PMB 196

13023 NE HWY 99, SUITE 7

VANCOUVER, WA 98686

Bidders Mailing Address

009681 - B - 4

Public Works License No.

WASHINGTON

State of Incorporation if Incorporated

SEAL (if incorporated)

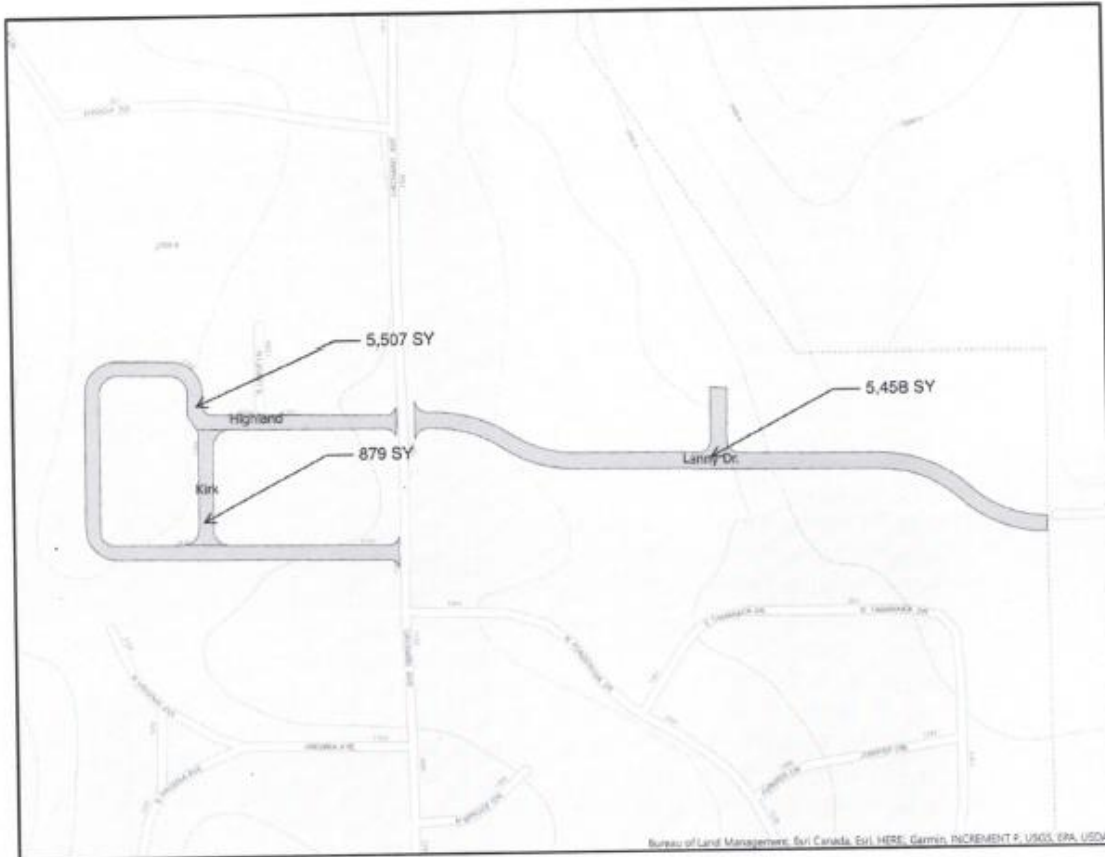
Dated at WOODLAND, WA

This 16th day of APRIL, 2021

SLURRY SEAL - 2021

PAGE 4 OF 105

Area 4



SLURRY SEAL – 2021

PAGE 106 OF 105

CITY COUNCIL STAFF REPORT

DATE: Monday, May 3, 2021



AGENDA ITEM TITLE

Acceptance of the Southview Extension Right-of-way Dedication - Bob Buvel

RESPONSIBLE STAFF REVIEWED BY

Bob Buvel

This was reviewed by the Public Works / Finance Committee on April 26, 2021 and recommended for acceptance.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

On June 17, 2019, the City Council approved a lot division on the parcel of land east of the Southview Avenue / Alice Street intersection. Every buildable lot is required by city code to abut public right-of-way so the lot split required a dedication of right-of-way that would extend Southview Avenue approximately 128 feet. The public improvements associated with the lot split have been completed and the right-of-way containing those improvement needs to be accepted by City Council per state code. The dedication was reviewed by the Public Works / Finance Committee on April 26, 2021 and recommended for acceptance.

STAFF RECOMMENDATION

Staff has reviewed the Deed of Dedication and recommends acceptance of the right-of-way.

PROPOSED ACTIONS

ACTION: Accept the right-of-way dedication extending Southview Avenue.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Moscow City Council 6.17.19 Agenda Item 1b
2. DeedOfDedication;Southview Ave_Alice St;Thompson (2021)_final

CITY COUNCIL STAFF REPORT

DATE: Monday, June 17, 2019



RESPONSIBLE STAFF

Leah Carlson, Planner I

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on 6/10/2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Proposed Lot Division in an Area Generally Located East of the Intersection of Southview Avenue and Alice Street - Leah Carlson

DESCRIPTION

The applicant, Thompson Family Limited Partnership, is requesting a lot division in an area generally located east of the intersection of Southview Avenue and Alice Street. The existing lot is approximately 281,003 sf or 6.45 acres in size. The applicant is proposing to create three new lots of approximately 9,600 sf, 9,650 sf, and 11,273 sf in size, leaving a remainder lot of 250,480 sf. The applicant intends to create the three lots for future development of single-family residential homes. On June 3, 2019, City Council approved a rezone of the property from Agriculture/Forestry (AF) Zoning District to Low-Density, Single-Family Residential Zoning District (R-1). Within the R-1 Zoning District, lots require a minimum lot size of 9,600 sf and a minimum lot width of 80 feet. The three proposed lots meet these requirements. There are currently no buildings on the subject property. This was reviewed by the Public Works/Finance Committee on 6/10/2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the proposed lot division with no conditions.

PROPOSED ACTIONS

ACTION: Approve the lot division request with no conditions.

FISCAL IMPACT

No fiscal impact.

PERSONNEL IMPACT

No personnel impact.

ATTACHMENTS

1. Notice of Public Meeting
2. Site Plan
3. Application Letter
4. Legal Descriptions

NOTICE OF PUBLIC MEETING

Proposed Lot Division in an area generally located east of the intersection of Southview Avenue and Alice Street in the City of Moscow, Idaho (LUP2019-0009)

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

Applicant is requesting a lot division to create three new parcels of approximately 9,600 sf, 9,650 sf, and 11,273 sf in size from an existing parcel of approximately 281,003 sf.

MEETING DATE AND TIME:

Monday, June 10th, 2019

LOCATION OF MEETING:

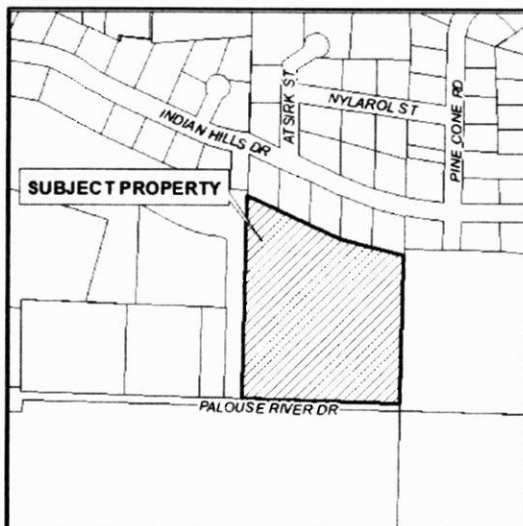
Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME:

3:00 p.m.

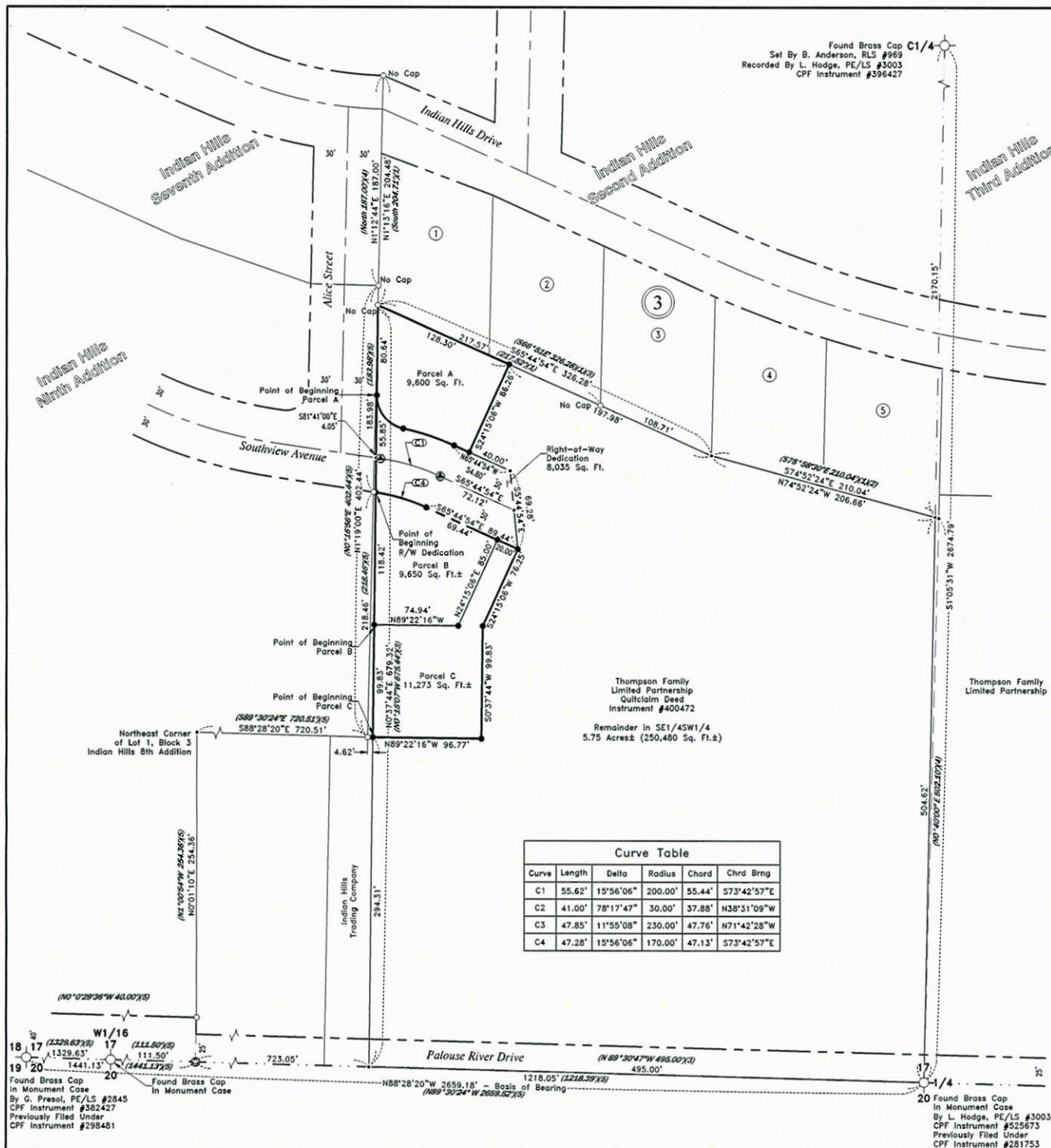
Note: Meeting start time is not necessarily indicative of discussion start time for the application advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. You may also call 883-7035 to obtain the meeting agenda, further information on the application or the public hearing process, and/or to request a meeting with City Staff.



Laurie Hopkins, Moscow City Clerk

Anne Peterson, Deputy City Clerk



Survey References

- Indian Hills Second Addition to the City of Moscow, Instrument #258594, surveyor not identified on plat.
- Indian Hills Third Addition to the City of Moscow, Instrument #284160, by J. Hammond, PE/LS #2102.
- Quitclaim Deed, Instrument #400472, Eugene & JoAnn Thompson to Thompson Family Limited Partnership.
- Indian Hills 7th Addition to the City of Moscow, Instrument #413530, by J. Hammond, PE/LS #2102.
- Indian Hills 9th Addition to the City of Moscow, Instrument #595522, by J. Hammond, PE/LS #2102.

Surveyor's Certificate

I, Duane Priest, PLS #6449, 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 Garrett Thompson in August 2018.

Basis of Bearings

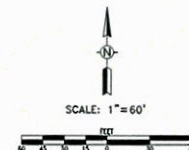
The Basis of Bearings for this survey is the south line of the SW1/4 of Section 17, shown hereon as N89°28'20"W per GPS observation.

Purpose Of Survey

To locate, and map the boundaries of the Thompson property, located in the SE1/4 of the SW1/4 of Section 17, as described in Quitclaim Deed Instrument #400472. Also to divide, monument and map the boundaries of two new parcels out of sold property, as shown hereon.

Legend

- Found Monument as Described
- Set Centerline Monument
- Found Aluminum Cap Centerline Monument in Monument Case
- Set 5/8" Diameter Rebar w/ Yellow Plastic Cap Stamped "Priest 6449"
- Found 5/8" Diameter Rebar "Hedco 2102" or as Described
- Calculated Position
- Block Number
- Lot Number
- Curve Data - See Curve Table
- Reference Data - See Survey References
- Parent Parcel Boundary Line
- New Parcel Boundary Line
- Existing Lot Line
- Section/Section Subdivision Line
- Centerline
- Right-of-Way



NO. _____ AT THE REQUEST OF: _____

DATE & HOUR: _____

BY: _____ M.

FEE \$ _____ BY: _____

Record of Survey for:
Garrett Thompson
Latah County, Idaho

Drafted by: SW

Checked by: DEP

File Name: 4075 R05.dwg

Tab: Layout

Plot Style: Default.ctb

Project: 4075-08-18

Date: 2/11/19

1 of 1

SUSAN R. WILSON

ATTORNEY AT LAW, PLLC

208 S. Main St., Ste 2, Moscow, ID 83843

Ph: 208-882-8060 ~ Fx: (866) 221-9397 ~ sw2@moscow.com

March 7, 2019

RECEIVED

MAR 07 2019

City of Moscow

City of Moscow
Honorable Mayor and Councilmembers
206 East Third Street
Moscow, Idaho 83843

RE: Petition for Lot Division - ~~Lot 19, Block 6, Indian Hills VI Addition, Moscow~~

Dear Mayor and Councilmembers,

I represent Thompson Family Limited Partnership, owner of the property described herein located in the City of Moscow. My client is requesting approval of a lot division, which would create three new parcels located directly east of the recently approved Indian Hills Ninth Addition to the City of Moscow.

Per your lot division requirements, please consider the following:

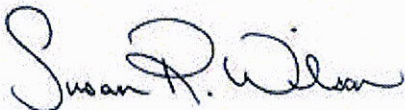
1. Lot Size, Width and Depth: - Parcel A lot size of 9,601 SF; Parcel B lot size of 9,650 SF; and Parcel C lot size of 11,273+/- SF. See Attached.
2. Public Street Frontage and Lot Access: Southview Avenue.
3. Location of Utilities and City Services: See Attached.
4. Required Street Improvements: Southview Avenue.
5. Park Land Dedication: Not Applicable.
6. Off-Street Parking: Not Applicable.
7. Right-of-way dedication and/or Easement Issues: See Attached Legal Description for Southview Avenue Dedication.
8. Building Setbacks: Not Applicable.
9. Required Street Trees: Not Applicable.

Also enclosed please find the following:

- A. Complete legal descriptions of the three new proposed lots.
- B. A scaled site plan with dimensions, property lines, adjacent streets, driveways, easements, site drainage, and North arrow and scale. There are no structures existing.
- C. A check for the Community Development Application Fee and Engineering Review Fee.

My client asks that this application be reviewed and put on the City agendas at your earliest convenience. Please send notices of the scheduled meetings to my office and to Thompson Family Limited Partnership at 1024 Pine Crest Rd., Moscow, Idaho 8383. If you have any further questions or concerns, please contact me at 208-882-8060.

Respectfully,



Susan R. Wilson
Attorney at Law

Enclosures

9-19-2018

**Legal Description by Hodge & Associates
For Garrett Thompson – Parcel A**

A legal description for a parcel of land located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Commencing at the southeast corner of the SW1/4 of Section 17, Thence along the south line of said SW1/4, also the south line of Quitclaim Deed, Instrument #400472, N88°28'20"W, 495.00 feet, to the southwest corner of said Quitclaim Deed, Thence leaving the south line of the SW1/4 of Section 17, N0°37'44"E, 598.68 feet along the west line of Quitclaim Deed Instrument #400472, to a point on the the east right-of-way of Alice Street and the **Point of Beginning**:

Thence along the east right-of-way of Alice Street, N0°37'44"E, 86.64 feet, to the northwest corner of Quitclaim Deed, Instrument #400472 also the southwest corner of Indian Hills Second Addition to the City of Moscow;
Thence leaving said east line and said east right-of-way, S65°44'54"E, 128.30 feet along the north line of said Quitclaim Deed and the south line of Indian Hills Second Addition;
Thence leaving said common line at a right angle, S24°15'06"W, 86.26 feet;
Thence, parallel to said common line N65°44'54"W, 14.80 feet;
Thence 47.85 feet along a curve to the left, said curve having a Delta = 11°55'08", Radius = 230.00 feet, Chord = 47.76 feet and a Chord Bearing = N71°42'28"W;
Thence 41.00 feet along a curve to the right, said curve having a Delta = 78°17'47", Radius = 30.00 feet, Chord = 37.88 feet and a Chord Bearing = N38°31'09"W to the **Point of Beginning**

Parcel contains 9,601 Square Feet, more or less.



9-19-2018

**Legal Description by Hodge & Associates
For Garrett Thompson – Parcel B**

A legal description for a parcel of land located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Commencing at the southeast corner of the SW1/4 of Section 17, Thence along the south line of said SW1/4, also the south line of Quitclaim Deed, Instrument #400472, N88°28'20"W, 495.00 feet, to the southwest corner of said Quitclaim Deed, Thence leaving the south line of the SW1/4 of Section 17, N0°37'44"E, 394.14 feet along the west line of Quitclaim Deed Instrument #400472 to the **Point of Beginning**:

Thence continuing along said west line, N0°37'44"E, 118.42 feet, to the south right-of way of Southview Avenue;

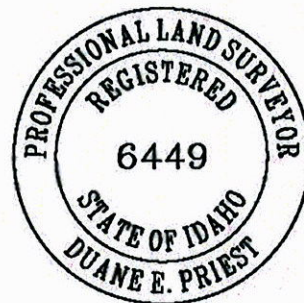
Thence leaving said common line 47.28 feet along a curve to the right, said curve having a Delta = 15°56'06", Radius = 170.00 feet, Chord = 47.13 feet and a Chord Bearing = S73°42'57"E;

Thence, parallel to the south line of Indian Hills Second Addition to the City of Moscow and the north line of Quitclaim Deed Instrument #400472, S65°44'54"E, 69.44 feet;

Thence, at a right angle, S24°15'06"W, 85.00 feet;

Thence perpendicular to the west line of Quitclaim Deed, Instrument #400472, N89°22'16"W, 74.94 feet to the **Point of Beginning**

Parcel contains 9,650 Square Feet, more or less.



9-19-2018

**Legal Description by Hodge & Associates
For Garrett Thompson – Parcel C**

A legal description for a parcel of land located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Commencing at the southeast corner of the SW1/4 of Section 17, Thence along the south line of said SW1/4, also the south line of Quitclaim Deed, Instrument #400472, N88°28'20"W, 495.00 feet, to the southwest corner of said Quitclaim Deed, Thence leaving the south line of the SW1/4 of Section 17, N0°37'44"E, 294.31 feet along the west line of Quitclaim Deed Instrument #400472, to the **Point of Beginning**:

Thence continuing along the west line of said Quitclaim Deed N0°37'44"E, 99.83 feet;
Thence leaving said west line, at a right angle, S89°22'16"E, 74.94 feet;
Thence, perpendicular to the south line of Indian Hills Second Addition to the City of Moscow and the north line of Quitclaim Deed Instrument #440472, N24°15'06"E, 85.00 feet;
Thence parallel to said common line, S65°44'54"E, 20.00 feet;
Thence, at right angle, S24°15'06"W, 76.25 feet;
Thence, parallel to the west line of Quitclaim Deed, Instrument #400472, S0°37'44"W, 99.83 feet;
Thence perpendicular to said west line, N89°22'16"W, 96.77 feet to the **Point of Beginning**

Parcel contains 11,273 Square Feet, more or less.



9-19-2018

**Legal Description by Hodge & Associates
For Garrett Thompson – Right-of-Way Dedication**

A legal description for a Right-of-Way Dedication, located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Commencing at the southeast corner of the SW1/4 of Section 17, Thence along the south line of said SW1/4, also the south line of Quitclaim Deed, Instrument #400472, N88°28'20"W, 495.00 feet, to the southwest corner of said Quitclaim Deed, Thence leaving the south line of the SW1/4 of Section 17, N0°37'44"E, 512.56 feet along the west line of Quitclaim Deed Instrument #400472, to the **Point of Beginning**:

Thence continuing along said west line, N0°37'44"E, 86.12 feet to a point on the east right-of-way of Alice Street;

Thence 41.00 feet along a curve to the left, said curve having a Delta = 78°17'47", Radius = 30.00 feet, Chord = 37.88 feet and a Chord Bearing = S38°31'09"E

Thence 47.85 feet along a curve to the right, said curve having a Delta = 11°55'08", Radius = 230.00 feet, Chord = 47.76 feet and a Chord Bearing = S71°42'28"E;

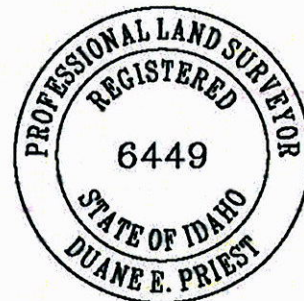
Thence, parallel to the south line of Indian Hills and the north line of Quitclaim Deed Instrument #400472, S65°44'54"E, 54.80 feet;

Thence S5°44'54"E, 69.28 feet;

Thence, parallel to the south line of Indian Hills and the north line of Quitclaim Deed Instrument #400472, N65°44'54"W, 89.44 feet;

Thence 47.28 feet along a curve to the left, said curve having a Delta = 15°56'06", Radius = 170.00 feet, Chord = 47.13 feet and a Chord Bearing = N73°42'57"W to the **Point of Beginning**

Dedication contains 8,035 Square Feet, more or less.



DEED OF DEDICATION

Thompson Development, LLC, 1024 Pine Crest Road, Moscow, Idaho 83843 (hereinafter "GRANTOR") for value received, does hereby convey and dedicate unto CITY OF MOSCOW, IDAHO, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTEE") for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the SE1/4 of the SW1/4 of Section 17, T39N, R5W, B.M., in the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Commencing at the southeast corner of the SW1/4 of Section 17, Thence along the south line of said SW1/4, also the south line of Quitclaim Deed, Instrument #400472, N88°28'20"W, 495.00 feet, to the southwest corner of said Quitclaim Deed, Thence leaving the south line of the SW1/4 of Section 17, N0°37'44"E, 512.56 feet along the west line of Quitclaim Deed Instrument #400472, to the Point of Beginning:

Thence continuing along said west line, N0°37'44"E, 86.12 feet to a point on the east right-of-way of Alice Street;

Thence 41.00 feet along a curve to the left, said curve having a Delta = 78°17'47", Radius = 30.00 feet, Chord = 37.88 feet and a Chord Bearing = S38°31'09"E;

Thence 47.85 feet along a curve to the right, said curve having a Delta = 11°55'08", Radius = 230 feet, Chord = 47.76 feet and a Chord Bearing = S71°42'28"E;

Thence, parallel to the south line of Indian Hills Second Addition and the north line of Quitclaim Deed Instrument # 400472, S65°44'54"E, 54.80 feet;

Thence S5°44'54"E, 69.28 feet;

Thence, parallel to the south line of Indian Hills Second Addition and the north line of Quitclaim Deed Instrument # 400472, N65°44'54"W, 89.44 feet;

Thence 47.28 feet along a curve to the left, said curve having a Delta = 15°56'06", Radius = 170.00 feet, Chord = 47.13 feet and a Chord Bearing = N73°42'57"W to the Point of Beginning

Dedication contains 8,035 Square Feet, more or less.

Pursuant to Idaho Code § 50-1313, the City Council accepted and confirmed this Deed of Dedication on the ____ day of _____, 2021.

IN WITNESS THEREOF, GRANTOR and GRANTEE have hereunto set their hand and seal this ____ day of _____, 2021.

GRANTOR:

GRANTEE:

Thompson Development, LLC

By: _____
Garrett A. Thompson, Authorized Agent

Bill Lambert, Mayor

ATTEST:

Laurie Hopkins, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of Latah)

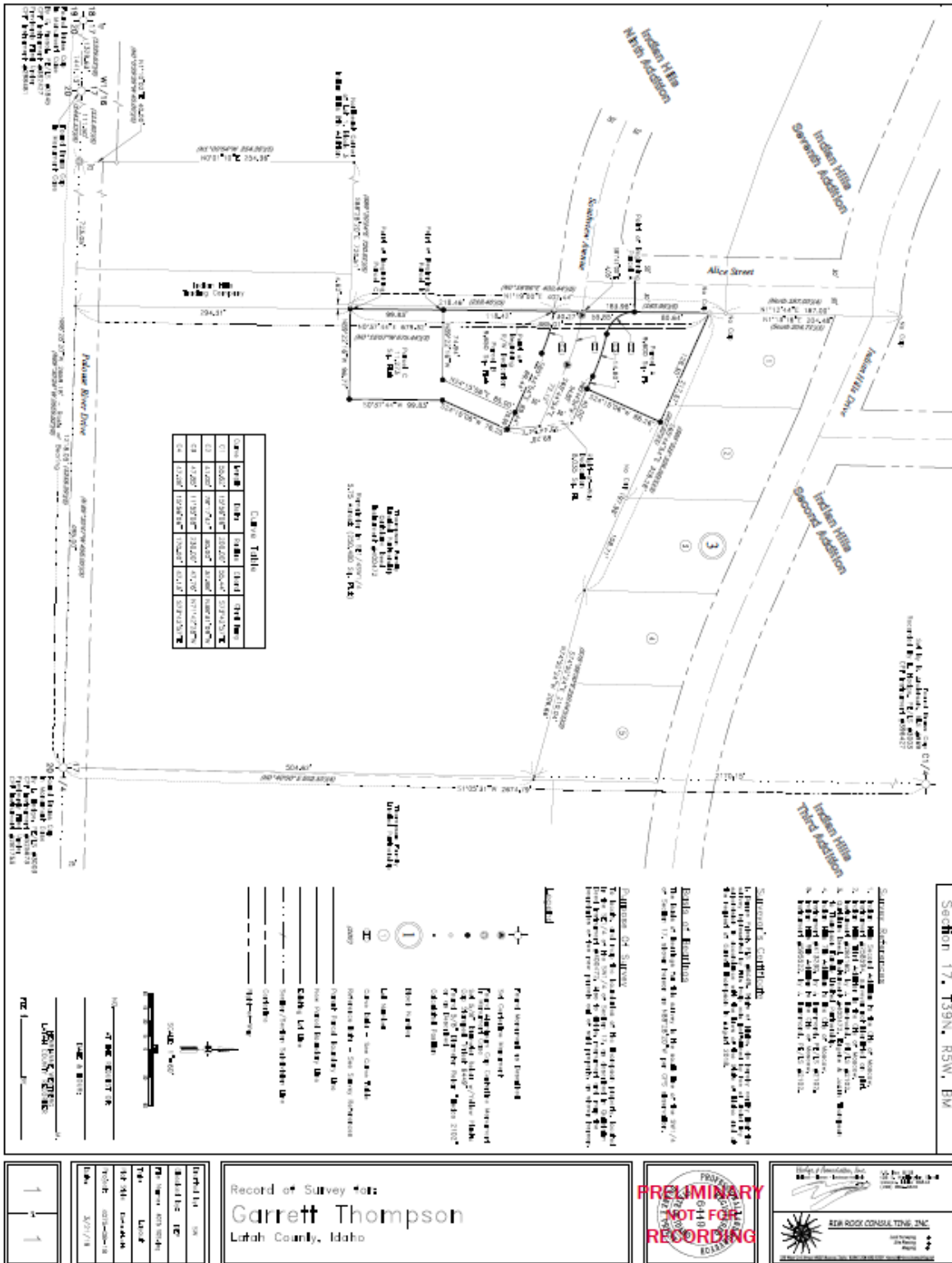
On this _____ day of _____, 2021, before me, a Notary Public, personally appeared Garrett A. Thompson, in his official capacity of authorized agent for Thompson Development, LLC, known to me to be the person named above, and acknowledged to me that he executed the foregoing document.

Notary Public for the State of Idaho

Residing at _____

My Commission Expires: _____

“Exhibit A”



CITY COUNCIL STAFF REPORT

DATE: Monday, May 3, 2021



AGENDA ITEM TITLE

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

RESPONSIBLE STAFF

Aimee Hennrich

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

No other resources.

DESCRIPTION

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

On April 16, 2021, the Community Planning and Design Department received an appeal letter from Wireless Policy Group on behalf of Parallel Infrastructure, stating that they wish to appeal the Board of Adjustment's decision to City Council.

STAFF RECOMMENDATION

1. After considering the record and appeal request; sustain the decision of the Board in whole or in part; reverse the decision of the Board in whole or in part; or remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board; or take other such action deemed appropriate.
2. Direct staff to prepare a written decision based on the Council's action.

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. After considering the record and appeal request; sustain the decision of the Board in whole or in part; reverse the decision of the Board in whole or in part; or remand the matter in whole or in part to the Board with comments and/or instructions for further consideration by the Board; or take other such action deemed appropriate.
2. Direct staff to prepare a written decision based on the Council's action.

FISCAL IMPACT

No fiscal impact.

PERSONNEL IMPACT

No personnel impact.

ATTACHMENTS

1. Appeal Application Materials
2. RCS - LUP2021-0003 - 1400 E 7th CUP - 03-29-21
3. MINBOA20210329 verbatim hearing only
4. minBOA20210407

5. pktBOA20210329
6. NPM LUP2021-0017 -1400 7th St APP - CC 05-03-21



RECEIVED

APR 16 2021

City of Moscow

VIA EMAIL AND OVERNIGHT DELIVERY

April 14, 2021

City Clerk
City of Moscow
206 E. 3rd St.
Moscow, ID 83843

Re: Appeal of LUP2021-0004

To the Moscow City Council:

Parallel Infrastructure ("**Applicant**") appeals the Moscow Board of Adjustment's ("**Board**") Reasoned Statement of Relevant Criteria and Standards for the above noted matter, dated April 7, 2021 ("**Decision**"), in which the Board denies Applicant's request for a Conditional Use Permit ("**CUP**") for an eighty-foot (80') wireless telecommunications facility ("**WCF**") camouflaged as a church bell tower.

Pursuant to Moscow City Code ("**MCC**") 4-8-5(B)(2), Applicant respectfully requests the Council to reverse the Decision in whole because it is not founded upon facts in the record or sound reason and practical application of recognized principles of law.

Basis for Appeal

1. The single basis for the Board's denial of Applicant's WCF Conditional Use Permit is that "... the proposed WCF is not consistent with the existing character of the uses within the surrounding neighborhood." In reaching this conclusion, the Board stated that the cell tower looked out of place and will not be in harmony with land uses surrounding the subject property, including the Church of the Nazarene. The Board noted that surrounding neighborhood is primarily residential with few commercial uses nearby. The Board noted that scale of the proposed tower is significantly larger than other structures or trees in the surrounding area. The Decision also mentions four individuals expressed concern regarding the scale of the proposed WCF, noise, and other aesthetic concerns." (Relevant Criteria and Standards, Paragraph 2).

DENVER SAN FRANCISCO LOS ANGELES SEATTLE PORTLAND
kim.allen@wirelesspolicy.com
1420 NW Gilman Blvd Ste #9030
Issaquah, WA 98027

www.wirelesspolicy.com

(office) 425.628.2666
(fax) 206.219.6717

April 14, 2021

Page 2

The Board's denial is not supported by the MCC, Comprehensive Plan, state statutes or the evidence in the record. Accordingly, the Board's decision should be reversed in whole.

The Board cited the following factors in support of the above finding on Relevant Criterion 2:

1. The cell tower looked out of place and will not be in harmony with land uses surrounding the subject property, including the Church of the Nazarene.
2. The surrounding neighborhood is primarily residential with few commercial uses nearby.
3. The scale of the proposed tower is significantly larger than other structures or trees in the surrounding area.
4. Public testimony was received by 5 individuals, one (1) individual that was neutral to proposal, commenting that in his opinion 4G was better than 5G. Four (4) individuals testified that the proposed WCF is not consistent with the existing character of the uses of the surrounding neighborhood. These individuals expressed concern regarding the scale of the proposed WCF, noise, and other aesthetic concerns.
5. Lack of in-person testimony in support for the tower CUP from AT&T customers.

It is important to note that the Board also found that Applicant's proposed WCF met *all* of the regulations and development standards in MCC 4-3-5(H), Telecommunications Facilities, which includes regulations and standards for noise and aesthetics. Additionally, the Board found that Applicant's proposed WCF met *all* of the other six criteria for approval of a conditional use permit under MCC 4-8-4(B), Conditional Uses.

First, the Board's finding that the proposed bell tower structure is not in harmony with the surrounding uses, including the Church of the Nazarene is not supported by adequate evidence in the record. The drawings and photosimulations submitted by the Applicant show the bell tower structure was designed to reflect and compliment the design of the church, with a topper similar to that one on the church and materials and colors consistent with the existing church. A bell tower is a common feature on church properties and the proposed wireless facility, designed as a bell tower, is not out of place on this church property. One Board member stated that the bell tower design was much closer to what they had in mind than the monopine previously proposed.

Second, the Board's finding that the neighborhood is primarily residential with few commercial uses nearby is not relevant to the applicable code criteria for WCF. Pursuant to MCC 4-3-4, WCF are considered a Public/Institutional Use and are a conditionally permitted use in the NB zone. Additionally, the WCF meets all required setback requirements from neighboring uses. The Board's findings regarding the lack of neighboring commercial uses is in error and should be reversed.

April 14, 2021

Page 3

Third, the Board's finding concerning the scale of the proposed facility is subjective and not supported by the record. The height of the proposed wireless communications facility is generally consistent with the height of surrounding structures and trees. The roof of the Church is fifty-feet (50) tall and has substantially greater volume than the proposed bell tower. One Board member noted that the height of the cross on the existing church is approximately sixty-six (66) feet, which is not out of scale with a 80 foot bell tower.

It is important to note that the MCC allows an eighty-foot (80') tall telecommunications facility in the NB Zone as a conditional use. The MCC does not place any restrictions on the height of telecommunications facilities when they are located adjacent to R-3 Zones; the MCC only restricts the height of conditional uses when they are near Highways 95 or 8. The City Council, in its legislative capacity when it adopted the code, agreed that a WCF is a permitted use and that 80 feet is the allowable height in all zones. Had the Council wished to require a lower height in some zones, it certainly could have, just as it restricted the height of WCF's adjacent to Highways 95 or 8. It would therefore be inconsistent with the the City's expressed intent in the MCC to allow the Board to deny Applicant's CUP application for a WCF within the code's permitted height. The Board's findings concerning the scale of the WCF are in error and should be reversed.

Fourth, the Board cited four citizens' concerns about noise and aesthetics as factors in its denial. However, the Decision expressly found in Relevant Criteria and Standards paragraphs 3 and 9, that the proposed use meets the noise reduction and aesthetic requirements of the Zoning Code and that the design of the antenna tower, including the antennas and ancillary facilities, minimizes visual impact and otherwise complies with provisions and intent of the Code. The staff report specifically noted "If noise becomes a problem, then a decibel reading will be taken at the property line and Staff will take corrective action if the reading is too high." The Board's reliance on the generalized complaints of four individuals is inconsistent with its own findings in Relevant Criteria and Standards, Paragraphs 3 and 9, and inconsistent with the uncontroverted evidence in the record affirming the proposal's compliance with noise standards and that the facility is the minimum height necessary to meet the AT&T coverage and capacity objectives, while providing enough height to host two additional carriers on that same tower. See Applicant's RF Justification, Narrative and Statement of Code Compliance. In view of the foregoing, the Board's reliance on generalized citizen concerns about noise and aesthetics is inconsistent with Relevant Criteria and Standards 3 and 9. This constitutes error and should be reversed.

Finally, one board member cited the lack of AT&T customer testimony at the hearing in support of the tower CUP. Because AT&T will be a tenant and is not the primary applicant, the AT&T customers in Moscow have had no notice that the new tower would improve their service. There is no code requirement to demonstrate customer support for

April 14, 2021
Page 4

a new tower. The Board erred in considering this as a basis for denial and should be reversed.

Pursuant to the record considered by the Board and all of the above, Applicant respectfully requests the City Council to reverse the Board's Decision and approve Applicant's CUP. In the alternative, to the extent allowed by the MCC, if the City Council determines to remand this matter to the Board to gather additional information, the Applicant is amenable to this process.

Thank you for considering this Appeal.

Sincerely,

A handwritten signature in blue ink, appearing to be "Kim Allen", with a large, stylized loop at the end.

Kim Allen, Wireless Policy Group LLC for Appellant Parallel Infrastructure

**BEFORE THE BOARD OF ADJUSTMENT
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 CONDITIONAL USE PERMIT APPLICATION FOR A WIRELESS
COMMUNICATION FACILITY LOCATED AT 1400 EAST SEVENTH STREET IN THE
CITY OF MOSCOW, IDAHO, WITHIN THE NEIGHBORHOOD BUSINESS (NB)
ZONING DISTRICT PER MCC 4-3-4.**

WHEREAS, the applicant filed an application for a Conditional Use Permit on February 19, 2021;
and

WHEREAS, this matter came before the Moscow Board of Adjustment during a duly noticed
public hearing on March 29, 2021; and

WHEREAS, having reviewed the application, including all exhibits entered, having listened to the
testimony presented at the public hearing, and having considered the issues presented:

**THE MOSCOW BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW, IDAHO,
AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:**

I. RELEVANT FACTS AND CONCLUSIONS

1. The Board of Adjustment considered the request pursuant to the City of Moscow Zoning Code, Comprehensive Plan, State Statutes, U.S. Constitution, and Moscow City Code.
2. The applicant Parallel Infrastructure proposed an eighty-foot (80') Wireless Communication Facility (WCF) located at 1400 E 7th Street, Moscow, Idaho. The proposed tower is designed to resemble a church tower.
3. On July 30th of 2018, Pro Land LLC applied for a Conditional Use Permit to construct an 80-foot-tall Wireless Telecommunications Facility at 1400 E 7th Street, Moscow, Idaho. The application proposed that the facility would be located on the property of the Church of the Nazarene and would accommodate three carriers within a fully enclosed 800 square foot lease area. The facility design in this application was a stealth-style mono-pine tower intended to resemble a tree.
4. The matter came before the Board of Adjustment on November 18th, 2018. The Board of Adjustment denied the application finding that the proposed WCF was not consistent with the existing character of the neighborhood and would not be in harmony with land uses surrounding the subject property. The Board found that the scale of the proposed tower is significantly larger than other structures or trees in the surrounding area.
5. On November 27th, 2018, Busch Law Firm PLLC filed an appeal on behalf of the applicant.

6. On January 7th, 2019, City Council reviewed the appeal during a regularly scheduled meeting and sustained the decision to deny the application.
7. The subject property sits on the southwest corner of the 231,678 square foot block, which is owned entirely by the Church of the Nazarene. The proposed site is a 20-foot by 40-foot enclosure that contains the proposed WCF and all ancillary uses.
8. The subject property is located within the Neighborhood Business (NB) Zoning District, which requires a Conditional Use Permit (CUP) for Antenna Towers per MCC 4-3-4.
9. Adjacent properties to the north and south are located within Medium Density Residential Zoning District (R-3). Adjacent properties to the west and east are located in the Neighborhood Business (NB) Zoning District.
10. The area surrounding the proposed WCF is primarily residential. There are two businesses nearby including Short's Funeral Chapel to the west and Pickard Orthodontics to the north. The two community parks nearby include Carol Ryrie Brink Park and Triangle Park, both to the south. Adjacent residential uses sit to the north and south the proposed WCF. Residential structures in the surrounding area vary between approximately twenty feet (20') to thirty (30') in height.
11. The Neighborhood Business Zoning District is the lowest intensity commercial Zoning District permitted within the City. It is intended to apply to areas of less than two (2) acres, where commercial services may be provided in convenient locations serving adjoining residential neighborhood rather than the community as a whole. The commercial services permitted are those where traffic generation, access requirements, impacts of lighting, neighborhood need for services, and noise production will be compatible with residential uses. The NB Zoning District is appropriately applied in the following circumstances:
 - a. Where local commercial facilities will serve the everyday needs of a limited neighborhood area;
 - b. Where activity levels associated with small scale office development can be accommodated or tolerated by surrounding land uses and existing public services;
 - c. Where a neighborhood core is identified which is easily accessible by pedestrian or vehicular circulation; and
 - d. Where such commercial development will result in minimal interference with residential uses in the vicinity of the NB Zoning District.
12. Chapter 2 of the 2019 Comprehensive Plan, Community Character and Land Use, designates the subject property as Public and Semi-Public.
13. According to the Comprehensive Plan, Public and Semi-Public designated areas, "provide for government buildings and properties, as well as semi-public or institutional uses such as churches, schools, and the hospital."
14. The Zoning Code has specific use standards for Telecommunications Facilities within MCC 4-3-5(H).
15. Telecommunications Facilities that exceed sixty feet (60') are not permitted within five hundred feet (500') of US Highway 95 and/or State Highway 8 right-of-way. The proposed facility is over 3,400 feet north of the State Highway 8 right-of-way.

16. Telecommunications Facilities must be protected from unauthorized access by appropriate security measures. The site is proposed to be enclosed by a six foot (6') high masonry wall and the ancillary facilities are fully enclosed within the proposed site.
17. Every antenna and antenna tower must not be lighted unless required by the Federal Aviation Administration and other state or federal agency having such authority, and such lighting must not be more than the minimum required by such agency. Submitted plans do not show any lighting on the proposed tower.
18. Antenna towers are required to be separated from the property line of any adjacent property residentially zoned at least a distance equal to the height of the antenna tower, and must be separated from all other adjacent property lines at least a distance equal to one-half (1/2) the height of the antenna tower.
19. The church campus is made up of 11 parcels including a residential home owned by the Church of the Nazarene, adjacent to the south of the proposed WCF.
20. The proposed WCF is located approximately 5,100 feet from properties zoned SR, 1,300 feet from properties zoned R-1, 190 feet from properties zoned R-2, 100 feet from properties zoned R-3 (not including the church owned residential property), and 600 feet from properties zoned R-4.
21. The closest residential structures sit 120 feet to the west, 190 feet to the south, 360 feet to the north, and 675 feet east of the proposed WCF.
22. While the height of the dome on the Church of the Nazarene stands approximately fifty feet (50') tall, the existing cross at the top of the church stands sixty-six feet (66') tall. The residential properties in the vicinity generally do not exceed thirty feet (30'). Nearby trees reach approximately sixty feet (60') in height.
23. Maximum height in Neighborhood Business (NB) Zoning District is forty (40') feet. Non-residential structures in excess of forty (40') feet require a Conditional Use Permit.
24. Public testimony in opposition of the proposed WCF was heard from a total of 5 individuals. Concerns included sound from the proposed weekly generator testing, height of the structure, and no need for additional cell phone coverage.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed use is a conditionally permitted use within the Zoning District:** All Wireless Communication Facilities are conditionally permitted per MCC 4-3-4.
2. **The character of the proposed use will be in harmony with the neighborhood and surrounding land uses:** The Board found that the proposed WCF is not consistent with the existing character of the uses within the surrounding neighborhood. Additionally, the Board found that the cell tower looked out of place and will not be in harmony with land uses surrounding the subject property, including the Nazarene Church. The surrounding

neighborhood is primarily residential with few commercial uses nearby. The scale of the proposed tower is significantly larger than other structures or trees in the surrounding area. Public testimony was received by 5 individuals, one (1) individual that was neutral to proposal, commenting that in his opinion 4G was better than 5G. Four (4) individuals testified that the proposed WCF is not consistent with the existing character of the uses of the surrounding neighborhood. These individuals expressed concern regarding the scale of the proposed WCF, noise, and other aesthetic concerns.

3. **The proposed use as approved, or as approved with conditions, will not generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like):** The proposed use would not generate nuisances to the adjoining properties or the neighborhood through noise, dust, glare, vibrations, or odors. All ground equipment would be fully screened with existing landscaping and a six foot (6') tall wall constructed of brick, stone, or textured concrete block. The proposed diesel generators would be double contained and would be used in the event of a power outage. Each generator would run once a week for approximately one hour for maintenance.
4. **The location, design, and size of the proposed use will be adequately served by existing streets, public facilities and services:** The proposed WCF is located on a parcel that has access on all four sides of the Church of the Nazarene campus. Public services proposed are power and telephone and are existing.
5. **The proposed use will not endanger the public health or safety if located where proposed:** The proposed use would not endanger the public health or safety on the proposed site.
6. **The proposed use meets all applicable development standards of the Zoning Code:** The proposed use meets all applicable development standards of the zoning code and Telecommunications Facility Standards that are required by this code for setbacks, security, lighting, noise reduction, signage, separation from adjacent residential zoning districts, and aesthetic considerations.
7. **The proposed use will not be in conflict with the Comprehensive Plan:** The use is consistent with the Comprehensive Plan as it supports the goals and strategies of multiple chapters and does not conflict with other sections of the Plan.
8. **No existing antenna towers or antenna support structures within the necessary geographic area for the applicant's antenna tower meet the applicant's requirements considering: a) height, b) structural integrity, or c) that there are other prohibitive conditions that render existing antenna towers or antenna support structure within the applicant's required geographic area unsuitable.** The applicant conducted a search of all FCC regulated towers within the necessary geographic areas to accommodate for the proposed WCF's requirements and did not find any existing antenna towers or antenna support structures to meet their needs. This determination was based on required height, structural integrity, and other prohibitive measures that render the existing antenna towers or support structure undesirable. The applicant provided a site analysis of four other sites. The locations of the site analysis included the water tower located on Hathaway Street, 8th Street water tower, Carol Ryrie Brink Park and East Side Market Place. The Board found that there were alternate sites locations that could have been explored as options for the proposed WCF.

9. **The design of the antenna tower, including the antennas and ancillary facilities, minimizes visual impact and other complies with provisions and intent of this Section.**

The proposed WCF is designed to resemble a church tower in order to minimize visual impact to the surrounding area. Ancillary facilities are contained within the proposed 20-foot by 40-foot site and surrounded by a six foot (6') tall wall constructed of brick, stone, or textured concrete block surrounding the telecommunications facility. Proposed plans also show a twelve foot (12') wide Type A Buffer yard on the western side of the proposed facility, as is required per MCC 4-3-5(H)(5)(h)(iii).

10. **The proposed antenna tower location minimizes the number and/or size of antenna towers or antenna support structure that will be required in the area.**

The WFC is designed to accommodate three (3) carriers. Alternative sites in the area where other carriers have established antennas are unable to provide sufficient structural support to allow the applicant to co-locate.

11. **The applicant has not previously failed to take advantage of reasonably available shared use opportunities or procedures provided by this Ordinance or otherwise.**

The applicant has no prior history of failing to take advantage of reasonably available shared use opportunities or procedures provided by this Ordinance or otherwise. The applicant provided a site analysis of four alternate locations and determined this location to be the most favorable.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Board of Adjustment denies the application for a Conditional Use Permit for a Wireless Communication Facility located at 1400 E 7th Street, Moscow, Idaho.

DENIED BY THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW THE 7TH DAY
OF APRIL 2021.



Mark Monson, Vice Chair
Board of Adjustment

Public Hearing Transcript: Proposal for a Conditional Use Permit at 1400 E Seventh Street: a proposed 80 foot tall Wireless Communications Facility (WCF). The WCF would accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower. – LUP2021-0004

The meeting was called to order at 7:06 PM

MEMBERS PRESENT: Joe Bazzoli, Chair; Steve Bush, Marshall Comstock, Mark Monson, Tim Thomson
MEMBERS ABSENT: Annette Bieghler, Laurene Sorenson
STAFF: Jennifer Fleischman, Aimee Hennrich, Mike Ray

1 HENNRICH: Alright. Good evening, everyone...Let me...get my screen sharing
2 happenin'...Alright, um, so tonight we have a Conditional Use Permit for a Wireless
3 Communication Facility proposed at 1400 East Seventh Street. Um, the applicants
4 requesting a Conditional Use Permit to construct an 80-foot-tall Wireless
5 Communication Facility, as I said, located at 1400 East Seventh Street. That location
6 is, uh, the pro- the property of the Church of the Nazarene. This is a fully enclosed,
7 uh, facility with, uh, an 800 square foot lease area, and it's designed to resemble a
8 church tower. Um, it's also designed to ca- accommodate three additional carriers,
9 per the City of Moscow Code. A little bit of background; um, July 30th of 2018, Pro
10 Land LLC applied for a Conditional Use Permit to construct an 80-foot Wireless
11 Communication Facility at the same location. Uh, the facility at that time was
12 designed to, uh, resemble a stealth mono- a- a stealth-style mono-pine tower, um,
13 intended to resemble a tree. On November 18th, 2018, the Board of Adjustment denied
14 the application finding the mono-pine tower was not consistent with the existing
15 character of the neighborhood and would not be in harmony with the land uses
16 surrounding subject property, and the scale of- the scale of the proposed tower is
17 significantly larger than any other structures or trees in the surrounding area. On
18 November 27th, Busch Law Firm filed an ou- an appeal on be- on behalf of the
19 applicant, and on January 7th of 2019, City Council reviewed the appeal and sustained
20 the decision to deny the application. Um, so tonight's proposal is the same site as

1 previous. Um, it's 231,678 square feet. The Church of the Nazarene campus is split
2 up into 11 parcels. The proposed site is located on the southwest corner of the campus.
3 Um, as you can see here, this is the proposed parcel. Um, in close proximity we have
4 Short's Funeral Chapel, Pickard Orthodontics, uh, Carol Ryrie Brink Park, as well as
5 Eastgate Park – or Triangle Park. Um, zoning in that area is Neighborhood Business.
6 The antenna– antenna towers are considered conditional use within all zoning
7 districts, uh, per Moscow City Code. Um, here is a map of the current zoning, um, as
8 you can see, the Church of the Nazarene campus is Neighborhood Business, uh, the
9 surrounding is R-3, um, and then on the, you know, outskirts, R-2. Um, this is a, um,
10 the site- uh, uh, part of the proposed plans showing the, um, the tower intended to
11 resemble a church tower. Um, what you have here, it's 80-foot height, um, at the very
12 top. Uh, this first section of, uh...uh, antennas is intended to accommodate AT&T.
13 Um, there's talks of the second level for, uh, T-Mobile, and then, further down, uh,
14 Dish Network. Um, additionally you'll see in your packets, um, the height here of the,
15 um, existing power lines as well as the existing arborvitae, um, that runs along the
16 adjacent property, um. Here you'll see the existing height of the, um, the cross on top
17 of the Church of the Nazarene. I think it's, uh, I believe it was 62.4-feet, um, in
18 comparison to the 80-foot-tall tower. Um, the design is intended- the design of the
19 tower is intended to, um, replicate the design of the Church. Um, here's the overall
20 site, showing those- en- 11 parcels in their entirety, um. The proposed construction,
21 uh, of the wireless facility is here on, uh, the, uh, southeast portion of this parcel, um,
22 in this red area. This is a zoomed in, um, image of that same location showing the
23 enclosed lease area here, um, along with Park Avenue here- or Park- Park Street here,
24 um, and this house here that is owned also by the Church of the Nazarene. Um, and
25 then the existing church facility here. Um, again, same, um, site shot, um, showing
26 the existing, um, vegetation here, proposed Type-A Landscape Barrier, enclosed

1 fencing. Um, this structure itself- this is the tower, this circular image here. Um, there
2 will be, uh, generators, ancillary facilities, over here to the, um, directly adjacent to
3 that tower. Um, there's an existing, uh, storage shed that- that will be moved, um,
4 further to the east in order to accommodate this site location. Um, so here you have
5 the, um, current view from the north property line. Um, these are just some photo
6 simulacra- sim- simula- simulays- sims- simulization- I can't speak right now. Um,
7 showing what the proposed, um, facilities will look like once, if, built and approved.
8 Um, this is, again, the view from the north property line. Um, this is from the northeast
9 as it exists today, and if the proposed tower were constructed. This is from the
10 southeast, and here we have from the south. Um, this is the existing, uh, service area
11 that AT&T covers currently: as you can see there is, um, the area here is their target
12 service area, that they are- the objective is to, um, you know, create a- a- more contin-
13 continuous, um, service for those customers, um, and that is the target area that they
14 are intending to focus on here with this tower. Um, this is what the result would be
15 after this, uh, tower were constructed, um, with those antennas. The yellow section
16 being new coverage area and the green being existing. Um, and then this is just a
17 closer-up image of the same. Um, the applicant has provided the City, um, in your
18 packets, um, of, you know, different alternate location analysis. Um, if, um, I can put
19 my glasses on here and can read my notes a little bit further, because that print is kinda
20 small for me...Um, the first alternative site location that's listed here, um, uh, in this
21 location is Vista Water Tower, um, and the applicant can go more into details about
22 their findings, um, on these alternate locations. Second location here: Brink Nature
23 Park. Um, the third location- alternate location is, uh, Eight Street Water Tower here,
24 and then a commercial property over here at, uh, East City Marketplace. Those are
25 the alternate sites they used for analysis in this particular application. Um, so the
26 Development Standards for, um, wireless facilities, um, require that the setback- will

1 require setbacks that no antenna tower that exceeds 60-feet in height shall be located
2 within 500-feet from the State Highway 8 or 95 rights-of-way. Um, this proposed
3 tower would be located 3,480 feet north of the, uh, Highway. Um, Development
4 Standard 2 is Security: every telecommunication facility shall be protected from
5 unauthorized access by appropriate security measures. Uh, the proposed site is
6 enclosed by a 6-foot ta- 6-foot block wall and ancillary facilities will be fully enclosed
7 with- within the proposed site. Number 3 Lighting: every antenna and antenna tower
8 shall not be lit- lighted, and such lighting shall not be more than a minimum required
9 by such agency, and the submitted plans showed no lighting on the proposed tower.
10 Number 4 Noise Reduction: noise generated- generating equipment shall be sound
11 buffered by means of baffling barriers or other suitable means to reduce the sound
12 level measured at the property line to 45 decibels. Current plans also show a Type-A
13 landscape buffer, on the western side of the proposed site that- that'll shield the site
14 from Park Drive as required by City Code as well. All other Development Standards
15 under this section of the Code, will be met, uh, as a part of the permitting process.
16 Development Stand Number- Standard Number 8: any new ro- any new or relocation
17 antenna tower, 80-feet or greater in height, shall be designed to- and con- and
18 constructed to accommodate two additional users. Um, and accommodate, uh, two
19 additional users- needed- need- need to be accommodated, as indicated by the
20 response to, uh, the- the noticing provisions and the proposed facility is- is designed
21 to accommodate three- three carriers. Uh, the applicant has provided a notarized
22 commitment to share location as well- share use. Um, so it is for those reasons that
23 Staff recommends approval of the Conditional U- Use Permit for the proposed 80-
24 foot Wireless Communication Facility located at 1400 East Seventh Street, with no
25 conditions, and the Board to direct Staff to prepare Relevant Criteria and Standards

1 based on your findings tonight. And with that, I'd be happy to take any questions you
2 might have.

3 BAZZOLI: I have a couple.

4 HENNRICH: Yes.

5 BAZZOLI: Um, the- the first, um, zoning item has to do with, um, the placement of towers within
6 500-feet of Highway 8 and 95. I suspect that's for expansion, but that one's a very
7 specific requirement, or non-requirement. Why is it limited to just those two-

8 HENNRICH: I-

9 BAZZOLI: -roadways and- and- nothing else?

10 HENNRICH: -I believe, and Mike could correct me if I'm wrong, but it may be an ITD requirement?
11 For the 500-feet? From state highways?

12 RAY: Yeah, I'd imagine it's some ITD requirement, based upon that.

13 BAZZOLI: Okay. But there are no other requirements that would limit locations anywhere else,
14 other than those two-

15 HENNRICH: As far as streets?

16 BAZZOLI: -roads? Yeah.

17 HENNRICH: Correct.

18 BAZZOLI: K. The second one had to do with lighting?

19 HENNRICH: Mmhmm.

20 BAZZOLI: I know this one doesn't have lights on it, and it says that there's- that they shouldn't
21 have them, but in our packet, it also mentioned "unless Federal Aviation requires it".
22 At what height does Federal Aviation require it?

23 HENNRICH: I want to say that it's 200-feet, based on, uh, for the previous, um...uh, written record.

24 BAZZOLI: Okay.

25 HENNRICH: Uh, I have not looked at the Federal Aviation requirements, but it is their requirement,
26 and this- this height does not meet that requirement.

1 BAZZOLI: Okay. Um, the- the other questions I have are- are historical, because I wasn't here
2 when this went through the first time. Was the location the same?

3 HENNRICH: Yes.

4 BAZZOLI: And was the height the same?

5 HENNRICH: Yes.

6 BAZZOLI: Okay. Who else has questions? Marshall?

7 COMSTOCK: Yeah, Aimee, I- I probably didn't hear you: you probably told this, but between your
8 mask and my hard hearing, it was kinda tough. The- the house that is south of the
9 proposed site: is that on the part of the Church campus? Is that owned by the Church?

10 HENNRICH: Yes. The house- if I can go back to the Zoning Map here, I'll actually point it out to
11 you. That way you- everybody's- we're all on the same page here. Oh, let's see...so
12 this house right here- is this- uh, let's see, so campus is here. This property right here-
13 this house: is that what your referring to?

14 COMSTOCK: Mmhmm, yes.

15 HENNRICH: Yes, that house is owned by the Church of the Nazarene.

16 COMSTOCK: Okay, great. Thanks Aimee.

17 HENNRICH: You're welcome.

18 BAZZOLI: Any other questions for Staff? Thanks, Aimee.

19 HENNRICH: Thank you.

20 BAZZOLI: Alright, at this time- once she is done there...we'll open it up for the applicant to come
21 up and speak and talk about this. And, for those of you that haven't been to one of
22 these meetings before, what we'll do is- well- well, one: you need to state your name
23 and address into the record, um, at the mic because that way it's picked up. Um, we'll
24 let the applicant describe what their doing and then we'll open it up for those in favor;
25 and then we'll open it up for those either neutral or opposed; and then we'll give the
26 applicant a chance to come back up and re-but; and then we'll close the Public

1 Hearing. So, that's the basic ground rules, so if the applicant would come up and
2 describe what we're- what's being proposed.

3 ALLEN: Well, good evening Mister Chair. Uh, my name is Kimberly Allen. I'm with the
4 Wireless Policy Group. I'm on your screen, uh, not in person. Um, because I am
5 awaiting the- the second half of my vaccine. Um, so I appreciate the opportunity to
6 appear, um, remotely this evening. Um, I represent Parallel Infrastructure, the
7 applicant here, and with me I have Gregory Busch, also for the Wireless Policy
8 Group. Um, and he is going to be helping us with a brief presentation that we have
9 for you, that focuses on some of the approval criteria for, um, a Conditional Use
10 Permit, under the Moscow Code. Next slide. As, uh, Aimee described, we are
11 proposing to build an 80-foot tall Wireless Communication Facility designed as a
12 church tower. Um, at the last, uh, last go around, in 2018, um, Parallel Infrastructure,
13 then called Lend Lease, uh, heard the Board and the concerns about the neighborhood
14 and compatibility, uh, the com- the- finding that- that an 80-foot pine tree not found
15 in the neighborhood would be, uh, incompatible with- with- with the surroundings.
16 So, we went back to the drawing board and, um, sharpened our pencils and, uh, came
17 up with a re-design based on the architecture of the Church, reflecting the primary use
18 of the property as a Church, um, and, um, have proposed the facility before you. We-
19 AT&T will be the first and primary tenant on there, um, they will co-locate on the
20 facility to fill a significant gap in their high-band 4G LTE coverage, that's currently
21 experienced by its customer's in eastern, um, Moscow, as well as to add a network
22 capacity to unburden AT&T's existing facilities, uh, west of Main Street. The facility
23 will provide coverage to residential areas, uh, within that- that- that map, not- that are
24 not, um, able to be adequately served by existing facilities, due to the topography of
25 the area. Um, this facility is also very important because it will support AT&T's
26 FirstNet effort, um, that creates, uh, dedicated, um, communication channels that

1 prioritize first responder communications in the event of a- of an emergency. This is
2 a nation-wide initiative that AT&T is, uh, participating in, um, which, uh, learns the
3 lessons, uh, lessons learned from the wildfires, the flooding, the hurricanes over the
4 past- where emergency responder's had difficulty setting up communications. This is
5 the, um, response to that. Next slide. So, you saw some pictures, and I- I- I was not
6 able to see the screen, from my vantage point, but, um, this is the tower, uh, as
7 proposed, um, next slide. And I- I really want to focus on the Conditional Use Permit
8 criteria that you have in- in the Staff Report. Um, and- and demonstrate that we, um,
9 we do meet the, uh, criteria before you tonight for approval. Um, this first, uh,
10 Conditional Use Permit criterion, uh, talks about there not being a suitable alternate
11 within the necessary geographic area, um, that would meet the applicant's
12 requirements, uh, considering height, structural integrity, or other conditions that
13 render antennas or antennas' support-type structures geographically unsuitable. Um,
14 next slide. In the Staff Report, we- we do a project history and, uh, and in our, um,
15 narrative and, uh, Statement of Code Compliance, we also, uh, se- set that forth. Um,
16 you know, we have a long history of trying to find a suitable facility, um, for, uh, a- a
17 number of different carriers in- in- in the Moscow area. Um, the first of- of course is
18 the November 2- 2018 proposal for a, um, a mono-pole on this site. And the Board
19 and the, um, Council both found that, uh, um, this would be out of character with the
20 surrounding neighborhood. Um, so, uh, we also, then, took a look at, um, just- Parallel
21 Infra- Infrastructure is a provider of, um, wireless infrastructure so that carriers can
22 come and- and locate on it. Um, but I- but both Parallel Infrastructure and the wireless
23 industry, in general, have a- have tried to locate on facilities on or around the Vista
24 Water tank, on South Hathaway. Um, several proposals have been rejected by the City
25 and others have been found to be technically infeasible, by both the City and the
26 wireless industry. And then Parallel also requested to place a wireless facility adjacent

1 to the tower, um, and was also rejected by the City, uh, uh, separate stand-alone
2 support structure, um, for wireless at that location. Next slide. Uh, we- als- AT&T
3 also, uh, investigated a new tower at Brink Park. The RF engineers took a look and
4 evaluated a- a new tower- a 75-foot antenna tip height at, um, Carol Ryrle Brink Park,
5 off of Joseph Street. Very close to here. Um, the potential new tower at Brink Park
6 would provide limited coverage, and which would focus primarily on the commercial
7 areas and not the targeted residential areas, due to its location. It was found to be not
8 a- a good solution for the, uh, coverage objectives, uh, that have been identified by
9 AT&T for this site. They also took a look at the, um, existing water tank on Eighth
10 Street, about a third of a mile southwest of the facility. The co-location would have
11 been at a 30-foot antenna tip height, um, and, uh, AT&T found that this- this particular
12 location would provide 84.5% less coverage, within the targeted service area. So, was
13 rejected as- as not a viable candidate. Next slide. Uh, finally they- uh, AT&T's
14 engineers took a look at- at proposing a new tower, uh, 96-feet antenna tip height
15 tower on commercial property, um, south of the proposed facility. Um, this facility,
16 uh, would- this currently proposed facility at the Church would provide 14% more
17 coverage within the targeted service area, uh, but it's also important that the, um, the-
18 the tower on commercial property would have the same problem as- as one of the
19 water tank locations: that it would not provide the coverage to the residential areas. It
20 would provide coverage primarily to the commercial areas and would overlap with
21 some of AT&T's existing coverage. So, it too was found not to be a suitable location.
22 So, we've- we- we've tried to do our homework and- and investigate, you know, all
23 possibilities within- within the search ring. We're constrained by distance as to what
24 the carriers, you know, require in terms of, um, in terms of geography and- and- and
25 location. Next slide. But, in- in- in conducting that investigation and considering, uh,
26 all those alternatives, we feel that we've met condition number one, um, for a criter-

1 for, uh, for a Conditional Use Permit. Now, the second criteria talks about, um, the
2 aesthetics here, and that the design, uh, including antenna's and- and ancillary
3 facilities minimizes the visual impact, um, and complies with the provisions in this
4 section. I think Aimee walked through how the facility will comply with- with the,
5 um, the other aspects of the Moscow Code. Um, Parallel really tried to- to- to take the
6 message from the Board to heart last time and look for a different way to, um, to blend
7 this facility in- on- on the Church campus. You know, church- churches, you know,
8 typically will have a- a bell tower, um, structure of some sort. That tower is generally
9 hei- taller than the church. Um, what the, uh, what the engineers have tried to do in
10 designing the facility is to make sure, one; all of the equipment and wiring and
11 everything will be contained within the structure itself. You will not see exterior wires
12 hanging off, you won't see antennas. Everything will be- be included behind, um,
13 screening and, um, within the tower. Um, the- also, the structure that we are proposing
14 would be painted consistent with the built environment, which is the Church and the
15 Church buildings. Um, we incorporate a circular topper that's similar to the roof of
16 the Church, and then the transparent crosses on each side are made out of material
17 that will, um, allow the RF signals to, um, to- to penetrate, um, while still concealing
18 the antennas. So, we think that- that we have chose a design that- that is consistent
19 with- with- with the property- it reflects the primary use of the property as a church
20 facility, um, as opposed to a very large tree that is not replicated in the neighborhood
21 anywhere. Um, so we, um, we believe that we have met, uh, the requirement that we
22 visualize- uh, minimize visual impact to the greatest extent possible here. Um, next
23 slide. And that's just another view showing the, um, the consistency of the architecture
24 from the Church to the, um, to the adjacent, um, tower structure. Next slide. The third
25 criteria requires that, um, the antenna location- a tower location- minimize the number
26 or size of antenna towers, that were required in the area. Next slide. I think as- as

1 Aimee walked you through, this tower is designed for- for three carriers: AT&T at the
2 top, um, T-Mobile in the center, and- and Dish below. I know that, um, Parallel's in-
3 in discussions right now with both T-Mobile and Dish, to locate within this facility.
4 Um, that eliminates the need for- for two standalone towers for those, uh, those
5 carriers. Um, they would instead, uh, share this well-designed facility and also would
6 have to seek their own permitting from the City to- to- when they decide to- to locate
7 here, as well. So, the City would have some controls over, um, the- the, uh,
8 deployment of the equipment that would happen here by- by subsequent carriers. Next
9 slide. And then the- the last, uh, Conditional Use Permit criterion is that the applicant
10 has not failed to, uh, take advantage of reasonably available shared- use opportunities.
11 And, as the procedural history, you know, demonstrates: the applicant has- has looked
12 at many, many alternatives here, to try to find a suitable alternative to this location, to
13 serve the residential areas that- that surround this. And- and has been unsuccessful,
14 and moreover, by building this facility the, uh, the applicant is creating, uh, additional
15 available shared, uh, shared use opportunities for carriers to, um, to minimize the
16 number of towers, um. Next slide. And we also wanted to just speak to the need for
17 this- for this facility, because we think that, um, that's important to talk about, um, as
18 you- as you make your decision tonight. Next slide. I- I mentioned FirstNet earlier,
19 and this is, um, this is a (unintelligible) law enforcement that is nationwide, uh, which
20 is, uh, A- AT&T- requires AT&T to upgrade its existing facilities, to build new
21 facilities, to deploy the wireless spectrum set aside for public safety, which is Band
22 14. So, uh, AT&T will be adding this to all of their existing facilities and building it
23 into, um, the facilities yet to be built. Um, and FirstNet- what- what it will do is- is
24 provide public safety users with the assurance of network access whenever they need
25 it. Um, AT&T is designing the FirstNet network to, um, consider location and facility
26 requirements for, um, in- in tandem with law enforcement and first responders for- to

1 make sure that the siting, placement, and operation of these facilities, um, provides
2 the, uh, support that, um, that those- those providers will need in the event of an
3 emergency. Next slide. So, I- I- I know Aimee had these- these up on the- on the
4 screen, um, so this is the existing 4G LTE coverage and just to address one- one, uh,
5 point made in one of the public comment letters: um, 4G LTE, uh, is 4G. There-
6 there's no other version of it. I think that one of the letter writers referred to pure 4G,
7 um, and that, uh, that certainly- these terms are used interchangeably in the wireless
8 industry: 4G and 4G LTE. Um, so this is a- a 4G, um, coverage solution. Uh, and as
9 you can see- next slide- this will provide, uh, uh, substantial additional coverage and
10 capacity. And- and- and I think, uh, the capacity needs are really important to consider
11 here. I think what the last year has demonstrated to us is that having seamless and
12 reliable wireless service in residential neighborhoods is not a nice-to-have anymore.
13 People, uh, especially this year, uh, were working from home, they were engaging in-
14 in remote learning, they were using telemedicine, and- and dozens and dozens of other
15 applications that require a reliable wireless connection. Um, these- these residential
16 areas have typically been difficult to serve, uh, with the macro network that we have,
17 because of the- the few number of sites that you can have a- a wireless facility on in
18 a residential zone. You know, typically we're limited to, uh, any non-residential use,
19 such as a church or a school or- or a meeting hall or something like that. So- so, the
20 opportunities for siting have been, uh, very few, uh, and certainly they have not
21 addressed the- the exploding need for, um, additional coverage and- and data capacity,
22 as people use their wireless phones in ways that weren't contemplated when the
23 network was built. So, the additional capacity is like, uh, like an overcrowded
24 freeway: it provides some off-ramps and- and- and moves the traffic along into more
25 manageable patterns so that, um, no part of the network is experiencing dropped calls,
26 uh, inability to text, the spinning wheel on your phone that shows that nothing's

1 happening there. Um, all of those things are a function of capacity. The number of
2 users on the network and the amount of data they're using at any given time of day.
3 So, next slide. With that, um, Gregg and I are here and we are happy to answer any
4 questions that any of the members of the Board will have, and we thank you very
5 much for your time and consideration of this very important site. Thank you.

6 BAZZOLI: Um, I suspect we have questions for you. I- I have a couple, um, that had- had to do
7 with your- your- the first item that you addressed with regards to height and the other
8 alternate locations. Eh, with all the information we were given, I- I didn't quite track
9 how height of the tower, affects how effective it is. One of your examples had a 96-
10 foot tower, which obviously is taller than 80, and it wasn't as efficient. And it was on
11 basically low ground. And there was another example that was only a 30-foot tall
12 tower, but it was up on a taller area, which I would assume is where you would get
13 your best reception. Can you- can you address that question, if the question was
14 understood?

15 ALLEN: Sure! I do understand it! It's a great question. Yeah, uh, um, the, um, the- the coverage
16 objectives, um, for a particular site are- and the height needed to- to address those
17 coverage objectives are- are very site specific. As- as you noted. You can have a site
18 that's- that has, uh-uh, very- that's- that's graded very tall, um, the elevation is tall,
19 uh, on sites like that you can sometimes use, uh-uh-uh, a shorter tower. Um, you have
20 sites that are- that are sited very low, and then you need to have a- a taller tower. This
21 site- actually the antenna tip point inside is 75-feet. There's some- some
22 accommodation of height there for the, um, the for actual top of the structure itself.
23 Um, so this site is- is like, at least one of the other examples that we- that we talked
24 about. Um, the other challenge we have in building a- a site that will accommodate
25 three carriers, is that you have to have enough height so that the co-location spaces-
26 and you have to account for separation between the various carriers. You can't put the

1 antennas right next to each other; there has to be a separation of 10 to 20-feet between
2 the an- or 10-feet between the antenna, uh, arrays of various carriers to, uh, avoid
3 interference. So, in order to make the, um, the various, um, antenna, uh, locations,
4 within this particular structure, um, a- attractive to carriers, you have to have a- a- a
5 certain amount of height. Um, also to serve the- the- the breadth of the coverage area
6 that you saw demonstrated on that map, the RF engineers took a look at that and- and-
7 and, um, concluded that- that 75-foot antenna tip height was the minimum
8 (unintelligible). They had actually, um, wanted a 100-foot tower, at this location, um,
9 and to serve an even- even greater range, but adjusted the, um, you know, height
10 requirements and- and- and the ask here based on the, um, you know, the character of
11 the neighborhood and- and what they thought, um, the site could, um, could
12 accommodate and- and still be compatible, um. I hope I've- I've answered your
13 question. I- I know that the- the top of the, uh, the cross on the church is at 62-feet, so
14 this is not terribly much taller than- than, you know, the existing church itself, uh,
15 when you look at the- at the cross on the top. Um, but that's- that's the difference
16 between, you know, the different heights at different locations. It has to do with the
17 topography and it also has to do with the amount of- of clutter, um, tall trees,
18 buildings, uh, things like that will interfere with signal, as well, and so you need to
19 clear that in order to have- have a good signal.

20 BAZZOLI: Okay, you actually- you answered my first question. You actually answered my
21 second question, too, and that question was- was, uh, it looked like the separation
22 between the carrier spaces was give or take 15-feet, it seemed like? Per scale. And so,
23 I was wondering how- how the third person at 45-feet, give or take, would have the
24 same signal strength as the one at 60 and the one at 75. And so, you actually addressed
25 that too.

1 ALLEN: Well, also the different carriers use different parts of the spectrum to- to, um, to carry
2 their signal. And different parts of the spectrum have different performance qualities.
3 Some go very far and can go through a lot of, you know, clutter and objects. Some
4 don't propagate very far but carry a lot of data. Um, and also in the case of the- the-
5 the, um, the 30-foot site that was included in the alternative analysis, that- that was a
6 water tower and we can't make it any taller. That was as tall as it was. So, we tried to
7 see if there was some sort of solution that could be engineered there, but- but it
8 certainly wasn't possible. But, the- the- the 30-foot height was- is sort of an outlier,
9 um, on- on the examples of- of the alternatives that saw.

10 BAZZOLI: K.

11 COMSTOCK: Ah, yes Ms. Allen, I'm Marshall Comstock. And, um, I had a couple of questions for
12 ya. Uh, how many generators at any one time will be on the proposed site?

13 ALLEN: "On" as in present, or "On" as in running?

14 COMSTOCK: Uh, I'm sorry, I didn't hear you.

15 ALLEN: Oh, I'm sorry! D- d- are you asking me how many generators will be present on the
16 site?

17 COMSTOCK: Yes.

18 ALLEN: At one time?

19 COMSTOCK: Yes.

20 ALLEN: Okay. Um, and at- AT&T has requested a generator, on site, to, um, to accommodate
21 power outages. Um, I- I believe that T-Mobile has also requested space for a
22 generator, on site. Um, we- we have not, uh, gotten a re- that request from Dish, at
23 this time.

24 COMSTOCK: K. And how often are those generators normally tested?

25 ALLEN: There tested once a month, for an hour. And we can certainly work with the, uh, the
26 neighbors to make sure that any generator testing that's done is done at- at a time that

1 won't disturb sleep or- or- or weekend recreation. You know, during normal business
2 hours. Um, so that- that the impact to the- to the neighbors is, um, is minimized.

3 COMSTOCK: Okay, and how about the third carrier, if- if there is one?

4 ALLEN: A- the- I- I'm- I don't know if there's space here for a third generator...? Uh, the only
5 space that I know that's been- that's been allocated is- is for, um, for the two carriers.
6 They have a generator each. You know, not every- not every carrier needs a generator.

7 COMSTOCK: Okay, great. Um, my next question has to do on your, uh, alternative sites- your
8 assessment of the alternative sites. I see that there was a couple that you suggested
9 that may go on the water towers, or on property where the Vista Water tower lays,
10 that- that, uh, then you- then you also did a, uh, an assessment, or at least a proposal
11 to look at, uh, a commercial site out by Highway 8. And, I guess my question is why
12 did you only limit your choices of alternative sites to those areas when there are other
13 areas that may have fit the bill better?

14 ALLEN: Well, the- the areas in which we can look are- are selected by the RF engineers for
15 the carriers. They- they have- they search rings -specific- rather small areas, now, um,
16 compared to- to years back. Um, capacity, uh, sites typically, um, when you add
17 capacity, you're using data frequencies that don't go very far. And so, it- the search
18 rings are smaller. Um, so we looked at the available locations within these search
19 rings. You know, you certainly have to have, um, you know, a willing landlord; you
20 have to have it in a- in a place that works, you know, from a RF perspective. Um, you
21 also want to have it in a- in a location that- that minimizes the impacts to the
22 neighborhood. Um, all of those considerations go into which one's we- we- we chose.
23 Um, I think we had, uh, uh, a fair selection based on the constraints of- of, you know,
24 where we able to look.

25 COMSTOCK: Yeah. Well, my- when, uh, when we had the proposal before us before by- by, uh,
26 Parallel, we made some suggestions of some sites because we felt that we know our

1 city better than anyone. One of the sites that we suggested they take a look at was the
2 Latah County Fairgrounds. It's- it's actually in your target area; it's- it's not
3 necessarily a residential area, and it's my understanding that, uh, Latah County was
4 never even approached about it.

5 ALLEN: No, Mr. Comstock I- I am unfamiliar with- with- with that site. Um, we can certainly,
6 um, certainly get some information about that. I suspect that it- it would have been
7 ruled out for RF reasons? Would be my- my guess? I- I don't have, uh, a history on
8 it- on them approaching the Fairgrounds. Some of the due diligence is done, a- you
9 know, with the- with the various carriers in-house before, um, before we ever propose
10 a site. So, um, I suspect that's what- what happened. That it wouldn't work from a RF
11 perspective. But, um, but I can certainly verify that.

12 COMSTOCK: Okay, thank you.

13 BAZZOLI: Go ahead.

14 THOMSON: Good evening. Um, just a couple quick questions. I hear a lot about 4G in this proposal
15 and this project. But it seems like everything I read in the news is 5G. So, why, uh,
16 w- w- w- I'm not- I'm not a 4G/5G expert, but, um, why aren't we going for 5G?

17 ALLEN: Uh, well, okay. Both networks will exist simultaneously for decades. We're- we're
18 just now starting to- to ease away from-- from providing 3G at all of these sites. To
19 give you an idea. And 4G has been around for many, many years. So, people's phones
20 aren't necessarily backward compatible, um, with- with- with, you know, new
21 technology, so will need, um, we- we will need both for the foreseeable future. Um,
22 right now 5G, um, certainly the- this tower will be, um, will be available for AT&T
23 to modify the site, internally, to add 5G antennas when the network calls for that. Um,
24 but right now, they're really trying to look at- at 4G, which has, uh, carries a lot of
25 data and can go- go further. They're looking at- at- at 4G and- and adding to that
26 network (unintelligible) before introducing 5G, which- as it typically runs on- on, uh,

1 spectrum that- that doesn't go very far. So, that's- that's the problem. But, ultimately,
2 I think, all of the carriers will- are introducing 5G, it's just a matter of time, uh, and
3 they do have the option to come back later to the site and, uh, and seek permits to
4 modify the site to add those antennas.

5 THOMSON: Okay, so we won't need another site, just, uh, the upgrade this site?

6 ALLEN: Right.

7 THOMSON: Um, just curious: uh, what is the construction material of the tower?

8 ALLEN: Oh, boy. Um...

9 THOMSON: Is it concrete? Is it plywood? Is it...cardboard? I don't know...

10 ALLEN: I'm going to- I'm going to ask Gregg if he knows.

11 THOMSON: I- I only ask that question 'cause I think it might have something to do with appearance
12 and also maintainability.

13 ALLEN: Sure, and- and any, um, any of the plans- I'm not sure exactly- I'd- I'd have to take a
14 closer look at the plans, and I think that maybe Gregg is doing that. Uh,
15 (unintelligible), um, all the building permit, um, requirements and, uh, as well as the
16 planner's requirements. For the materials that would- that would, um, that would be
17 good-looking. I- I understand your concern. You know, you don't want a-

18 THOMSON: K, while he's looking, um, let me-

19 ALLEN: -plywood structure up there-

20 THOMSON: While he's looking, um, I think going back to the question on generators, um. The-
21 the way it's been presented is there'll be a maintenance once a month for an hour, to
22 do m- maintenance. But if each carrier has its own, that would imply one to think that
23 there is twice as many maintenance hours, because there's more generators. If- so, my
24 obvious question is why can't all the services- since the generator is for power
25 outages, why does each unit- each carrier need its own generator, when it seems like
26 it's in emergency status. I'm not an electrician, but I would think that- I know there's

1 probably different wattage requirements, but I think that's just a component of
2 inverters, or so I- I just don't know why we need a diesel generator for each carrier,
3 if it's for an emergency use.

4 ALLEN: Yeah, and- and- and I know that- that- that the power needs for this site, I- you're-
5 you're crossing over into, uh, into outside of my expertise. I'm not an electrician
6 either, or- or- or an electrical engineer. But I do know that, um, that each- each of the
7 carriers has different equipment, that has different- different power needs. And- and
8 I'm not at all sure that they could share a generator. Also, I'm not sure that the timing
9 that would occur, um, you know, AT&T as the primary tenant wants to put a generator
10 on-site right away. Um, certainly if you're concerned about- about multiple, uh,
11 cycling's per month to test the generators, you know, we could- you could, um, write
12 a condition that would- that would require them to all test on the same day or during
13 the same time slot, to coordinate the testing. Um-

14 THOMSON: As long as I-

15 ALLEN: -for each generator.

16 THOMSON: I- that would make sense, if the decibel level just remains the same, but, um...now
17 last question- I think because I heard a couple things- my- my observation is it's, um,
18 'cause I heard a couple different id- el- sep- vertical separations from the top of the
19 tower to the top of the cross: I come up with 14-feet. And I heard a couple other things,
20 which doesn't seem very much of a difference, but...the top of the cross is 66-feet
21 AGL, and the top of the tower is 80. Um, and just thought I'd clarify that. Unless I-
22 unless I got it wrong here, but...Okay that's all I have. For now.

23 BUSCH: Alright, I did find- this is Gregg Busch, for- with Wireless Policy Group, by the way.
24 I did find the answer to your question. And, unfortunately, the drawings do not go
25 into that level of detail. I'm looking at sheet A-2 of the drawings- most recent version
26 of the drawings, and unfortunately it says "framing, cladding, and EIFS finish on the

1 Tower is to be provided by the general contractor”, and it also describes a composition
2 of the architectural tower is to be designed by others. So, unfortunately, we don’t have
3 that information available as current.

4 THOMSON: Alright.

5 ALLEN: But, we would have to meet the City standards for, um, for this structure. And, uh, to
6 be able to get, um, to get our building permit approved.

7 BUSH: So- this is Steve Bush, and I’ve gotta- a- a question, and, um, and, uh, uh, a
8 clarification, I guess, on Criteria Number 3. On page 2 of the application, it says that
9 the, uh, the two diesel generators will run in the event of a power outage, and once a
10 week for one hour of maintenance. And your mentioning it’s once a month, and uh,
11 in the application it says it’s going to run once a week, for an hour. And so, I was just
12 wondering if that- uh, which one would be correct, I guess.

13 ALLEN: I may have misspoke. It may be- if- if the application says once per week, um, then
14 that’s probably- then that’s probably what’s contemplated. My apologies for- for the
15 confusion on that.

16 BUSH: And, uh, my other question is, um, concerning all alternative sites and um, Marshall
17 had brought up the, uh, the County which is um, I think a good alternative and next to
18 the County is the Fire Station. And at the Fi- Fire Station they have a- they have a
19 building there, uh, I think it’s three stories, made out of- of- of, um, brick. And I’m
20 wondering if, uh, that site would, um, possible to put, uh, a tower above- above this,
21 um, building to- bui- the, um, brick building the Fire Station uses for training. And it
22 is just, uh, on- on the County property, or just adjacent to it, but I’m- I’m- I’m certain
23 that it’s still 500-feet away from Highway 8, and uh- and that building- that would be
24 some structure that would be, I think, sturdy enough to hold towers, because it’s- it’s
25 brick building and then, just wondering if that site would be worth taking a look at.

1 And again, it's in the neighborhood of the Fairgrounds, that- that Marshall had
2 brought up.

3 ALLEN: Well, and- and to answer your question: you know, Parallel Infrastructure is building
4 a tower for multiple carriers. That will house multiple carriers and- and their needs.
5 They're in discussions with all three, at this point. Um, I'm not- I'm not familiar with
6 the constraints of- of each of the carrier networks and- and where they're going- going
7 to need to be. You- you have, uh, the analysis of- of AT&T's needs here. And- and
8 what, um, what I would conclude, if you- if those sites are- are not included in the- in
9 the alternative's analysis, is that they were ruled out because they didn't work for the
10 RF coverage objectives. Either the elevation is wrong, the- there- they may have been
11 ruled out because there's no, um, there was contact with the landlord and the- the
12 landlord was not willing to- to- lease space there. Um, it's outside the distance that-
13 that AT&T requires, or it might be- it, uh, unsuitable for other carriers in- in
14 discussions that, um, you know, that they're having with other carriers. Um,
15 sometimes it- attaching to a brick structure- a brick structure is not, um, really
16 inherently, um, able to carry- carry the load necessarily, and, uh, as stable as- as
17 something, you know, like concrete or steel. Um, you know, the antenna's and the- I-
18 I have- some substantial weight, and- as well as the equipment that's within there. So,
19 um, you know, I think that there might be some engi- engineering concerns there too.
20 You know, we- we looked at the alternatives that were feasible here and, um, and
21 (unintelligible) to make them work. There's, um, I- not being familiar with, you know,
22 where these two are, um, although knowing that- that, you know, much due diligence
23 was conducted since 2018, since your- since your last decision. But, um, I know that-
24 that the feasible alternatives that- that were- that were identified were pursued some-
25 and- and did not work, for one reason or another. Um, and so, those are the alternatives
26 that we presented to you, um, and I think that under- under the Moscow Code, as well

1 as federal law, we're- we're required to investigate, you know, a- a number of
2 reasonable alternatives, but not to rule out every alternative, you know, that- that
3 might exist, you know, in- in- especially if it's- if it's outside the- the search ring for,
4 um, for the giving carrier. So, um, that's a long-winded answer to your question, and
5 I apologize for the length of that. But, um, I assume that neither- neither one of those
6 sites worked for this facility.

7 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

8 ALLEN: Mmhmm.

9 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

10 ALLEN: I don't know if the City of Moscow's been approached by the FirstNet project, here,
11 um, that's- as I said that's a national project. They are identifying, um, uh, a certain
12 frequency bands that they want to make available to all first responders and law
13 enforcement. So, Band 14 will give everyone a priority jump in the event of a- a- of
14 an emergency. So, I don't know if there's a- a role for particular, um, local or, um,
15 law enforcement or, uh, first responder, um, organizations, at this time. Um, but
16 certainly they would reap the benefit of- of the FirstNet network, um, by having access
17 to- to Band 14. And- and, also priority access to the AT&T network in general, during
18 times of- that- that they're- they're not experiencing an emergency.

19 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

20 ALLEN: Sure.

21 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

22 MONSON: -is worked out, is that- is my understanding-

23 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

24 ALLEN: I- I- is the question for me or for- for staff?

25 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

26 MONSON: -correctly that you have- you have approached the City-

1 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

2 ALLEN: That is correct.

3 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

4 BAZZOLI: -done. I will now open it up to anybody-

5 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

6 BAZZOLI: -proposal. Please come up and state your name and address, to the record. And-

7 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

8 HALL: -1334 Wallen Road, Moscow.

9 MONSON: -I think the microphones are cutting out for everybody-

10 HALL: Excuse me.

11 BAZZOLI: Are- are all the mics- can actually our tech guy answer that question: are all of our

12 mics cutting out? Everyone is going to get a chance to speak, and I need to have

13 everybody at the- at the mic. So, maybe have you come up second, after David talks.

14 HALL: I totally agree with the written testimony in the packet by Michael Kyte and I

15 substantially agree with the Renner's testimony. Um, this application appears to be

16 substantially the same as the application of July 30, 2018, which was denied. The

17 structure of a simulated church tower: previous application tower would have been a

18 simulated- would have simulated a tree. Um, personally I think the tree is nicer than

19 the huge-looking tower. Um, that application was denied, appealed, and the denial-

20 the denial was upheld. Um, second point: antenna towers should be separated from

21 the property line of any adjacent property, according to number 6 in the application.

22 And my question is-

23 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

24 HALL: -to. They're separate properties, and that's the way they should- appears to be written

25 up in the Code, for edge effects and so forth. Um, quote "the facility will provide

26 coverage to residential areas not able to be served by existing facilities, due to the

1 topography of the area” end-quote. Uh, the area is served by other tele-
2 telecommunication providers. And later in the application it does say this area already
3 has A&T&T coverage: that seems like they’re saying that they don’t have coverage
4 and then, in a different part of the application, they say they do. Um-

5 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

6 HALL: -and-

7 (AUDIO NOT AVAILABLE DUE TO TECHNICAL DIFFICULTIES)

8 BAZZOLI: Alright, we have- Kim and Gregg can hear us and we can hear them. Our mics aren’t
9 working, so we’ll all have to talk loud. Um, the next person who would care to come
10 up and- to the microphone that’s not working, state your name and address for us
11 please. And, we’ll- we’ll keep moving forward.

12 LEWIS: Well, this will be pretty simple. I’m Jerry Lewis. I live on Park Drive. And, uh, I got
13 this Notice of Public Hearing and I have a neighbor and then a person of the City, and
14 they told me this was the application for 5G. Not 4G. And I’m- I don’t have any
15 problem with the 4G. I have lots of problems with 5G, so when the 5G, I’ll be back.
16 But, uh, uh, as far as I’m concerned, where we- where we live, um, looking over
17 across Seventh street, then there’s a house there. And, I probably wouldn’t like your
18 big tall tower over there to look at, every morning. But it beats the heck out of 5G, so.
19 So, uh, uh, I have no- no- no problem with 4G. That’s my- that’s my telephone, right?
20 And 5G is, uh, I know more about 5G than anybody here, I’ll tell you that. I’ve done-
21 I’ve done so much work with 5G and what countries have it and what counties and
22 what countries have it, and, uh, it’s spreading like wildfire. But there is a bi- a big, uh,
23 health issue with it. And, like you say, if some said it doesn’t have much range, if you
24 don’t put 5G in here, in Moscow, I don’t know how many of these towers or whatever,
25 you’d have to have to do it. I read between 100 and 300-feet is the range. And that’s
26 not very much range under the 5G, so. But, I’ve also read where it’s 1500-meters to

1 6 miles, too, so. If it's not- if it's not obstructed by things. But, uh, no I'm very relieved
2 that it's not the- not as concerned about the health issues, the skin problems, the
3 melanoma that comes along with the 5G. So, I'm a happy camper.

4 BAZZOLI: Thank you.

5 WEISE: My name's Maury Weise. I'm at a 711 Park Drive, um, just across the intersection
6 from this proposed site. And that's- that's Seventh and Park is my address. Uh, is-
7 thank you Steve Bush for bringing up the- clearing the thing about monthly versus
8 weekly checks of those diesel engines. There are three carriers, there's potential for
9 three diesel engines running, and that would make noise. Uh, the permit does say, uh,
10 they'll be checked weekly. As far as need goes: I've been in the neighborhood for 40
11 years. I currently have cell service and internet service: perfectly adequate and fine,
12 from Verizon. So, I'm guessing this is the alternative, but it wouldn't do me, uh, one-
13 one bit of difference, whether it's there, for the service. Um, another thing to keep in
14 mind is why this tower isn't adjacent to the Church, if it's part of the Church complex.
15 I'm guessing that it might be, uh, not as desirable next to the Church somewhere,
16 reflect the complex. It's set aside, near the intersection of Seventh and Park, and
17 conspicuously absent from the presentation of the proposal, were shots from the
18 south- the immediate south, north, and east. But, not west. And my house- that's
19 southwest. So that tree proposal earlier, was a pretty imposing structure. And this
20 tower is just as much so. Uh, just couple of points then, uh, key parts in your City
21 Code is maintain the character of the neighborhood. I like the character of Eastgate
22 addition, subdivision, right now because of the focus on the Park. That triangular park
23 is the center of interest for people who buy in there, and I enjoy that. This looks like
24 a distraction from that focus we have. And secondly, have minimal impact- visual
25 impact on the surroundings. Um, the tree didn't do it- cut it, and I don't think this

1 tower will either. So, you have my, uh, brief notes in your packet. I appreciate this
2 and I'm asking you again, please, to deny this proposal.

3 BAZZOLI: Thank you.

4 SAUNDERS: My name is, uh, Gary Saunders. I live at 1217 Kamiaken Street, just south of the
5 proposed lot. And, uh, first I wanted to say thank you: uh, just a few months ago our
6 community got together and, um, we actually, uh, petitioned the City and it st- it all
7 started with a 10-year old girl who wrote a letter and said I'd like to change the name
8 of the park from Eastgate Park to Triangle Park. 'Cause everyone hears East Gate
9 Park and they think of East City Park. And it's confusing. And we all call it Triangle
10 Park, so let's rename it. We just got a new sign up at Triangle Park, uh, uh, earlier this
11 year where we're really excited about that. Um, I just had a few questions: I- I really
12 appreciate the opportunity to come and- and to listen and to also to speak. Um, I- I
13 appreciate the thoughtfulness, as this is a permanent, uh, possible change to our
14 neighborhood. Uh, once a tower goes up, I imagine it's easier to make it taller, but I
15 imagine to bring it down is a- is a significant effort. Um, just a few thoughts that I've
16 had: um, in addition to, uh, what- what's already been said as far as, I don't see much
17 difference between this proposal and the one that was denied previously. I think the
18 objection last time was related to the significant height difference of the- of the tower.
19 Uh, if we look at- at the surrounding zone structures and look at what the maximum
20 height is for those structures, I think that you'll find that this tower is more than three
21 times taller than- than the allowed value. And I think it's on- it might even be closer
22 to four- four times taller. Um, like Maury said, I- I noticed in the packet that they did
23 have a picture from the south. All of the other pictures seem to be taken from the
24 property lines. I noticed the picture from the south, for one was the only one taken
25 portrait, so that it had much more sky in the picture. I also noticed it- that it wasn't
26 taken from the property line, nor from across the street, nor from one or two properties

1 down, from about- about three properties away from the Church. If you look at that
2 picture, you'll also see that the Church building, which does have a cross on top, is
3 almost completely invisible based on where the tower is. So, it's not like we got one
4 tall structure, and we are putting another tall structure right next to it. They're very
5 separated, and as you're driving up the road, you really can't see the Church. But the
6 tower is going to be right there. Um, some other concerns, just from this evening, is-
7 it seems like the evaluation of the alternate sites was maybe incomplete. Or at least
8 not thorough. I do worry about upgrades. Um, once the tower's up, it sounds like they
9 originally wanted a 100-foot tower. And I wonder what it would take to, uh, for them
10 to come back and say 'hey the 80-foot's good, but now we've got 8G and need it to
11 be 100-feet.' And then finally, what- what I don't see here tonight are people
12 clamoring for better service. Uh, if we had neighbors from- from all around this area
13 saying 'hey we need- we need cell service, we need options', I think it would be
14 different. But we- we don't see that clamoring for- for service here tonight. So, so the
15 claim that this is- that this is necessary, is something that I would disagree with. Thank
16 you.

17 FLEISCHMAN: Hi, my name's Scott Fleischman. I live at 910 Camas Street. Um, the people before
18 me said a lot of what my- my fears were. Um, once it's- it's up, it's hard to take down.
19 It will be easier to expand it. Um, it- it is an eyesore. Um, one thing I wanted to add
20 to the last thing was I'm against this; but I also really need it. Uh, we switched to T-
21 Mobile from Sprint, and our house is a dead zone. If we didn't have Wi-Fi to go on,
22 we wouldn't- we wouldn't be able to talk to anybody. Also, the whole, uh, Mountain
23 View side of the City: I have no signal there. I could use it, but it's an eyesore. Um,
24 so just echoing everybody else. I think, excuse me, that, uh, those are my arguments
25 and maybe point out an irony: is anybody else seeing this as a Tower of Babel? In the
26 Church parking lot? Just kinda seems a little weird; it's out of place. Yeah.

1 BAZZOLI: Thank you. Looks like everybody out in the audience has- has said their piece. So, I
2 will, um, give the applicant one more, um, chance to maybe, uh, rebut any of the
3 comments stated and see if, uh, there's any concerns you can address.

4 ALLEN: Ah, thank you very much. Kim Allen for, uh, for the applicant. Um, let me see
5 here...Um...well, it- it was heartening to know that, um, that Mr. Lewis is okay with
6 us putting up a- a- a 4G tower. Um, and I think we have heard mixed messages tonight
7 on- on people's need for the service, um, here. Um, I think that the- the- the tower
8 was placed, uh, where it is on the lot because it's in proximity to the access, and to
9 where, um, our and- and telephone utilities can be- can be, um, accessed. So, I think
10 that's- that's most likely why the tower is where it is, although it is in proximity to-
11 to the Church. Um, lets see...Uh...While this- while the tower is- is taller than, you
12 know, than the Church, and certainly then, you know, some of the underlying zoning,
13 um, um, allows. Typically, tower- communication towers are allowed to be- to be
14 taller, because of the need to be able to clear that- that threshold of the un- underlying
15 zoning to get a clear, you know, clear sight for signal. Um, and also, ar- ar- like to
16 emphasize that- that- this particular tower is not all that much taller than the- than the
17 top of the Church structure itself. Um, it's certainly not, you know, widely out of- out
18 of proportion to the height of the top of the cross on the Church. Um, and it is the
19 minimum necessary to achieve- achieve the coverage obje- objectives here. Um,
20 so...we have, you know, designed and engineered the- the most compatible, um,
21 solution for this particular property. It is a church use; it is a- a tower that's been
22 designed to- to be part of the Church architecture that one would find on a church
23 campus throughout the country. Um...I think that that...that was the- most of the- the
24 concerns. Um, also though, in- over the break, we- we did take a look at the, um, um,
25 at the search ring and found that the- the properties you indicated: that the Fairgrounds
26 and the- and the Fire Station, are the very, very, very southern edge of the search ring,

1 below the search ring. So, I- I- I expected that's why, um, they were not selected as-
2 as alternatives here. And I think, uh, one- one last thing, if I- if I could, um, I think
3 that, um, Gregg in- in reviewing the record of the proceedings from 2018, um, did not
4 recall a comment, um, or a suggestion to review the Fairground property, um, at that
5 time. Is that right, Gregg?

6 BUSCH: I am looking at the write-up of the- of the Reasoned Statement of Relevant Criteria
7 and Standards and that's- that's what I had to go on from the record: I do not see a
8 suggestion in the decision to use the Latah County as an alternative. I do not see that
9 in this document.

10 ALLEN: So- and so it appears from- from the search ring that's included in your packet, that-
11 that the- the- that these facilities were too far south to be able to serve the coverage
12 objective.

13 BAZZOLI: Okay. Thank you.

14 ALLEN: Thank you.

15 BAZZOLI: With that, I'll close the Public Hearing and open this up for the Board to discuss. Um,
16 I have a question for Staff. Oftentimes, in our reports there's a, um, a diameter circle.
17 And- and this one doesn't have one, but I believe it was David that brought up a
18 comment earlier about the separation, just- of the- the, uh, the third Zoning Criteria.
19 And, well I guess it wasn't the third one, excuse me. The, uh, the seventh one. Let me
20 correct myself again: the sixth one. That talks about property distance? And it says
21 that, um, it would need to be separated from any adjacent property line, that's
22 Residential, by 80-feet. Given the height of the tower, the full height of the tower.
23 And it would need to be separated by any other adjacent property that's non-
24 residential by 40-feet. So, I'm assuming that that height can be less to something that's
25 non-residential. The- there's one house that Marshall clarified that the- that- that the

1 Church itself owns, but that's- who owns it has nothing to do with whether it's zoned
2 residential or non-residential. So, could- could you back to that image?

3 HENNRICH: You want me to go back to the slideshow-

4 BAZZOLI: -and give us kind of an idea of where that tower sits, where 40-feet is, and then where
5 80-feet is?

6 HENNRICH: Okay, so getting to that image here. Whoops! Right here. Okay, so, uh, the- the- the
7 cell tower is proposed right where the green dot is. I know that you probably can't see
8 that on Zoom. But the applicant's well aware of where it is. Um, the distance from the
9 f-, uh, the cl- the closest corner of the site location to this adjacent property here, is
10 just over 100-feet. Um, so, you can take a, you know, a- I wish my hand wasn't
11 shaking, you could probably see a little bit closer. There ya go, alright, okay. So,
12 again, I'm still not that steady. Um, if- roughly halfway through this, um, southern
13 property line, roughly about halfway through that is where the edge of that proposed
14 site would be. Um, from that location to this closest corner of this property here on-
15 on Park and Seventh, to that location it's just over 100-feet. Um, so I would- I- I would
16 estimate that the 40- 40-foot, um, distance would- would roughly sit somewhere, you
17 know, maybe just- just right off of- into the right-of-way. Um, and then obviously, in,
18 you know, around- in a- in a diameter.

19 BAZZOLI: I guess my specific question is: the light green is Residential, so according to that set-
20 back criteria...

21 HENNRICH: The light green here?

22 BAZZOLI: -or actually not the set-back criteria, but...if- if that tower was actually set in the
23 middle of that red square, can you draw an 80-foot diameter to any property line that's
24 light green? I guess that's my question-

25 HENNRICH: You mean the yellow?

26 BAZZOLI: Well-

1 HENNRICH: Because the yellow would be the Residential.

2 BAZZOLI: Yes, yellow/light green, whatever.

3 HENNRICH: It would be hard for me to make that estimation without measuring at this particular

4 time.

5 RAY: If- if you look at Park Drive, that's a 60-foot right-of-way.

6 HENNRICH: There you go, yeah.

7 RAY: That will give you, uh, an- an approximate distance that 60-feet is, add-

8 BAZZOLI: Is the width of Park Drive?

9 RAY: -20-feet-

10 HENNRICH: Correct.

11 RAY: The width of Park Drive is 60-feet.

12 BAZZOLI: So-

13 RAY: Between the line and the line, there. Property line to property line.

14 HENNRICH: So, from- from here- again my n- ugh! Not so steady hands and now changing slides-

15 BAZZOLI: So-

16 HENNRICH: From- from approximately here to the other side of Park is 60-feet.

17 BAZZOLI: So, just from a rough graphic standpoint, if we draw a line straight across the bottom

18 of NB- if we were to underline NB: if that tower was sitting right about there, it would

19 be approximately 80-feet from the house that they own, that property line to the south.

20 HENNRICH: Well, that- this is actually Short's Funeral Home. This is the Nazarene campus over

21 here.

22 BAZZOLI: Right.

23 HENNRICH: So, you're saying if they were to- to place it here?

24 BAZZOLI: But- but the tower- no the tower's going inside the red box.

25 HENNRICH: Correct-

26 BAZZOLI: So-

1 HENNRICH: -in this corner.

2 BAZZOLI: So, it needs to be 80-feet from right there where you're at-

3 HENNRICH: Correct.

4 BAZZOLI: -80-feet from that property line, so 80-feet going up from the bottom red line of the

5 b- of the red box-

6 HENNRICH: From this direction?

7 BAZZOLI: Yup.

8 HENNRICH: Yeah.

9 BAZZOLI: Puts it right about, you know, if we underline NB all the way across there: that's about

10 where 80-feet would be. But it's-

11 HENNRICH: Roughly.

12 BAZZOLI: But, I- yes.

13 RAY: So, (unintelligible)

14 BAZZOLI: But, I guess my point is, based on that criteria, it can't be closer than 80-feet to the

15 bottom of the red box.

16 RAY: They're referring to adjacent property. So, this is all one property in our- in our view.

17 So, if you look at the Nazarene Campus, obviously property lines can't crisscross

18 through buildings.

19 BAZZOLI: Gotcha.

20 RAY: So (unintelligible)

21 BAZZOLI: That actually answers my question. I didn't know that that was not a separate property.

22 RAY: This is all- yeah, viewed as one campus. That's the way we would define a lot within

23 the Zoning Code. No matter how many parcels that are p- put together, as long as

24 they're under private-

25 BAZZOLI: Per- that-

26 RAY: -ownership, it's all considered one property.

1 BAZZOLI: -that answers my question. So, basically Sixth, Park, Seventh, and Mountain View:
2 that's one property?

3 RAY: That's essentially one property. Yeah, we're viewing the- the distance from the tower
4 to any adjacent property. So, it would be across Park, or across Seventh.

5 BAZZOLI: Okay.

6 RAY: Which is about 100-feet, as Aimee had indicated before.

7 BAZZOLI: K.

8 HENNRICH: Apologies, I didn't understand the question.

9 BAZZOLI: Well, I- I didn't explain it well! Marshall.

10 COMSTOCK: Aimee or Mike: in the Neighborhood Business Zone, what's the maximum height of
11 a building?

12 RAY: Uh, Neighborhood Business I believe is 40-feet, within that Zone. But I can give you
13 a quick answer.

14 COMSTOCK: 40-feet without a Variance.

15 RAY: Uh, 40-feet. We do have an option of, uh, that we insert an option of a Conditional
16 Use Permit, that could go higher for institutional-type buildings. So, they would be
17 able to apply for- so, say, uh, an institutional use, um, or to propose a building there,
18 they could go through a Conditional Use Permit process and be able to achieve higher
19 than the 40-feet. But, yeah Neighborhood Business is 40-feet.

20 COMSTOCK: 40-foot and they could get a Conditional Use Permit. Is there a maximum they can
21 go?

22 RAY: Uh, there isn't a defined maximum, I don't believe. But let me double check on that.

23 BAZZOLI: Don't set-backs allow you to gain some height as well? The further back you go?

24 RAY: At one point in time they did. But, we- we had eliminated that from the code when we
25 converted that to the Use Table. So, yeah, 'exceedance of maximum building height
26 for permitted non-residential uses; Neighborhood Business is a- a Conditional Use

1 Permit'. So, not only telecommunications towers, but other structures, uh, that are
2 non-residential needs to go through a Conditional Use Permit to achieve higher than
3 that. Obviously, if the Nazee- Nazarene Church were to be built today they would
4 have to- to go through that process, as they didn't (unintelligible) in the 60's for
5 controlling height for the- the dome.

6 THOMSON: (unintelligible) heard a couple people's concern that once the tower's built, it can keep
7 being raised and raised. I assumed that it would require another Conditional Use
8 Permit if they want to (unintelligible) feet high?

9 RAY: Correct.

10 THOMSON: So, it would have to come back to us. So, it's just not, once it's built they could just
11 keep going up.

12 RAY: Yeah-

13 THOMSON: Obviously, it requires City and the Board's approval.

14 RAY: Yeah, any modification of a tower of that height, um, even if they were to reduce the
15 height without, uh, go through a Conditional Use Permit process. Correct.

16 BAZZOLI: I have- I actually kind of disagree with that thought, and that thought that's why it's
17 not adjacent to the Church and why it actually couldn't be built on top of, or in
18 addition to, the Fire Department thing. And everyone here knows I'm not a structural
19 engineer, but I know enough that- that the foundation is a significant structural item
20 that this tower has to have. And so the deep- it has to go deeper to deal with overturn
21 and wind, and so, that structural foundation's going to be built based on what it's
22 made of and how high it goes. So, you can't just keep going higher and higher, without
23 going deeper and deeper with the foundation. The- the tower at the Fire Station: that
24 foundation is probably set for three, maybe four stories. You couldn't keep building
25 on it. Going right up adjacent to this- to the Church, you could potentially do that, but
26 then you'd have to tie into their existing foundation as you go deeper and deeper. And

1 so, it- it becomes, kind of structurally incon- construction-wise, without undercutting
2 that footing to go deep and under it. So, um, I think from a structural calculation
3 standpoint, um, when they submit the plans they'd have to show the structural calcs
4 and those will only support a certain amount of height. So, from that standpoint,
5 knowing just enough to be dangerous with structural engineering, I don't think that
6 they could build this tower and then add to it later, unless the structural footings could
7 support taller to begin with.

8 COMSTOCK: Yeah, Joe's absolutely right. I inspected most towers in Latah County and the footings
9 on those towers are immense. And when they're big, they can't just be stuck on a Fire
10 Department-

11 BAZZOLI: Yeah.

12 COMSTOCK: -training tower if they didn't- would not support it.

13 BAZZOLI: So, that- I suppose, of all the concerns tonight, I think that one I could- I could fairly
14 say is- is- kind of dispel that one. Because, once they it at the right height, I- I don't-
15 you'd have to completely rebuild it from the ground up to do. The other comment
16 from the flip-side of that is, though once you build it, it's- it's not coming down.
17 Someone would have to pay to take it down. So, um, that's the permanence of it and
18 that- that was another concern, and- and it has to have, at 80-feet, it has to have three
19 users. And so, my concern is what happens when one of those goes out of business or
20 changes names and- and- or is bought up by someone else and now you only got two
21 but you're required to have three. You can't not use it-

22 MONSON: Are you required to have three or-

23 BAZZOLI: -you -you are going to-

24 MONSON: -are you required to be available for three?

25 BAZZOLI: I- I- I don't know and that's-

26 MONSON: Exactly-

1 BAZZOLI: -that's -that's kind of a-

2 MONSON: (unintelligible)

3 BAZZOLI: -a verbiage thing and I don't know what the answer to that is.

4 MONSON: I think the answer is you're required to be able to offer services to three, but not

5 necessarily have three.

6 THOMSON: (unintelligible) since the last time we looked at (unintelligible)

7 MONSON: I- I can't remember who was on Board last time, but- but I remember that was part of

8 the deal was, it- it- you just can't have- I- I think the theory is that you don't want to

9 have just towers popping up all over and so to try to-

10 BAZZOLI: -condense them-

11 MONSON: -try to consolidate you want to- you want to-

12 BAZZOLI: (unintelligible)

13 RAY: Yeah, we just require the space be available-

14 RAY: -for that opportunity and Mark's exactly right, that we don't want a proliferation of

15 towers throughout town, so if we require a co-location of up to three carriers per tower,

16 then that, you know, dispels that up to a certain extent.

17 BAZZOLI: And the separation of carrier's kind of pushes the height up. So, um, I- I guess the

18 other thing to facilitate our discussion: the applicant mentioned four criteria but I just

19 want to re- remind us, we actually have seven conditional use criteria that we address.

20 And one of those actually is required to address the eight, um, of the zoning things

21 that Aimee covered. So, um, as- as we- we talk about this, whether we approve it or

22 deny it, we- we're doing that based on our seven Relevant Criteria for Conditional

23 Uses.

24 HENNRICH: If I can also interject: so, it's the- the typical seven for Relevant Criteria, but also, um,

25 a Conditional Permit of this type also has not- an additional four criteria, that are also

26 listed in your staff report.

1 BAZZOLI: Oh, okay. So, the four that- that, um, Kim addressed and then if I read six of our- six
2 of our seven, that has to meet, um, Design Development Standards. At- at that point,
3 I'm assuming it also has to meeting the eight that you covered under the Zoning
4 requirements.

5 HENNRICH: Correct.

6 BAZZOLI: Yeah. So, who'd care to take a stab at the seven that we've got first?

7 THOMSON: Well, let me take a couple (unintelligible)

8 BAZZOLI: Fair enough.

9 COMSTOCK: One of the reasons I asked Mike what the maximum height of a building in a
10 Neighborhood Business was because, even though it is a tower, it looks more like a
11 (unintelligible) and it meets the definition of a building. So, I guess, if we could
12 consider it a building and a tower, it would be under the same Conditional Use Permit
13 as tonight then. (unintelligible)

14 RAY: Correct- correct, yup.

15 COMSTOCK: So, that was one consideration. Um, a couple of things that- that concern me a little, I
16 guess is one, I feel- I feel there are better sites for a structure this size and this height,
17 out of a residential zone. Even though it's a Neighborhood Business, it's essentially
18 surrounded by Residential. I feel there are better sites that were not explored. And that
19 certainly could be done. Another thing that disturbs me is, even though it's in a
20 Neighborhood Business, this is a Residential area as far as noise, (unintelligible)
21 duration, things like that. Um, that- that bothers me. I think that, my own personal
22 opinion, that- that cell towers are better sui- suited in commercial or industrial-type
23 zones, and not (unintelligible).

24 BAZZOLI: So, I- I-

25 MONSON: I- go ahead.

1 BAZZOLI: I agree with Marshall. But I also disagree with your favorite location because that-
2 that same group of residents would complain that now, not only are they dealing with
3 hockey puck noise, but now they'd be looking at a tower with no trees: because the
4 Fairgrounds really doesn't have any. So, now all those adjacent properties, from a
5 sightline, you can actually see further and higher. Because a tree's not blocking you.
6 So, I agree with your premise, but I disagree with your site. But, that's- that's just an
7 opinion.

8 MONSON: Well- well, what I was going to say, and I- and we've heard testimony about, uh, those
9 in the immediate neighborhood don't necessarily need- well, I guess with the
10 exception of one individual. Um, and, uh, uh, I have the same issue with, uh, Sprint/T-
11 Mobile that you do, since the- since the merge, I got to tell you that the service is
12 awful. But, we're not dealing with- with Sprint/T-Mobile in this direction. But, as I'm
13 looking here and- and- and I'm- I'm trying to take an objective view on- on what's
14 happening. Um, I- I'm looking at the maps that were provided and it- it seems to me
15 that- that the target here isn't necessarily that neighborhood, but it's the neighborhood
16 north, ah, where there's a huge gap in coverage. Uh, I understood the applicant to say,
17 um, they looked at these other places: I know that there's the- the water tower; I know
18 that there's been a lot of problems with the water tower. I think last time, I want to
19 say if I'm remembering correctly, part of the problem: they couldn't put something
20 on top because remember it has that flexible top, so that wouldn't support it. They
21 tried to do something around it, uh, I'm reading here that they tried to get a different,
22 uh, tried to get a different building up there. The City didn't approve it. I don't have
23 any history on what the City's doing with it. Um, but as I'm looking here at what
24 they're proposing, um, you know, they're a product of RF and- and it's a product of
25 RF and propagation. Um, and, um, I understand why they're doing what they're doing.
26 I understand, uh, there comment that if they were down below the- the fairgrounds, I

1 think that puts them below really towards the bottom of what their target area is. So,
2 I- I- I accept what they're trying to do is put this in an area that's going to have the
3 most benefit to everybody, and- and I also am looking at their map, accept that the-
4 the- the immediate neighborhood is fine with regard to AT&T. I don't have any
5 trouble believing that everybody there has- has great cell coverage. Although I will
6 represent, and I know that one of individuals here, on T-Mobile: I can drive down
7 Sixth Street right past the project site, between Sixth and Blaine, and have absolutely
8 no service there for whatever reason. Don't know why, but, um, but that's just- that's
9 T-Mobile and that's unfortunately who I've got to have at present. But that doesn't
10 appear that's a problem with- with AT&T. So, um, and then going back to last time
11 we were here, we were talking about a- a- a tree that was just completely out of place.
12 And- and- and I seem to be recall that was one of the- that was one of the driving
13 problem was that we had, and it was the idea that whether that was in harmony with
14 the- with the neighborhood. I think that's Criteria Number 2. And I think that the giant
15 tree out there, uh, was pretty fairly not. Um, this one does a better job. I'm still
16 struggling with it a little bit, but I think it- it's closer to the mark of- of what we were-
17 we're dealing with. The other thing I'm aware of is, I think if we wanted to put the
18 same thing, just a short distance to the south, by the Fairgrounds, I think we're going
19 to have the same conversation. I mean, whether or not it's- it's on the Fairgrounds,
20 whether or not it's here, uh, I imagine that it wouldn't surprise me if many of the same
21 people who are here tonight objecting would be objecting again for- for exactly the
22 same reasons. Um, and I think, as I understand the- the applicant- the problem that
23 they have is from the RF and propagation and- and coverage perspective. That doesn't
24 work as well down there. So, uh, they- they kind of are where they are. I think, uh,
25 again I'm trying to look at this objectively. I think, uh, there, uh, I- I- I- again, I can't
26 speak to what's going on with the City. Um, but it sounds like that's not been

1 productive and- and, uh, their- their back with a- a proposal that, from their
2 perspective, makes more sense. Uh, they're trying to put something in that, uh, that
3 looks it- looks consistent with what we're doing. I- I- I- would think that a church
4 tower is more consistent than a- a really tall pine tree. I really- I- I- honestly, you
5 know, last time it was way off the mark, I thought, and- and this time it's- it's closer.
6 So, anyway, those are just some of my thoughts that are kicking around in my head
7 right now.

8 THOMSON: I- I tend to agree, Mark. I- I know we've heard a couple people say the same things:
9 how they feel it's the same project as last time. Since we denied it last time, then why
10 not deny this one. I do see it differently than a ugly big pine tree. It does seem to me
11 to more conforming to the- for this particular property. Considering a lot of the
12 comments Marshall made, which are always valid, seems to me that- that the City,
13 um, when it prepares its zoning can allow for such construction, uh, in this Zone with
14 the following development standard. It's thought through how, um, some
15 requirements and standards that are met, should be accessible and, as I look through
16 all eight of them, um, they're all addressed. And, if I have a little bit of a hard time
17 saying, um, it's not consistent, whether that their able to meet the noise objections,
18 the size of the antenna tower, the aesthetic considerations in a manner that seems, uh,
19 convincing to me. So, uh, that's kinda the criteria I kinda- kinda lean to your, uh,
20 appease my thoughts and, uh (unintelligible).

21 BAZZOLI: Mike.

22 RAY: I just wanted to add one point of clarity with the- as far as the Fairgrounds, that's all
23 zoned Residential. So, it's an R-3 Zone. This is actually a Commercial Zone, it's
24 Neighborhood Business. So, I didn't know if that played into your discussions or not,
25 but I thought I'd...point that out.

26 BAZZOLI: Thank you.

1 MONSON: And- and I think my- my purpose of- of bringing that up was- I- I just, I don't think
2 that the discussion would be any different, uh, from a practical point of view and from-
3 from neighbors not wanting. And I think- I think we're- we would be dealing with the
4 same-

5 COMSTOCK: Well-

6 MONSON: -same thing as before.

7 COMSTOCK: -even though it's zoned that, the actual use is not residential. You- you might have
8 somebody complain, but if you put it in the middle of the Fairgrounds it's a lot further
9 away from the residents.

10 BAZZOLI: Steve, thoughts?

11 BUSH: Well, I, um...it- it seems to me that its, uh, its, uh, like David was saying: it's the
12 same project, uh, with- with, uh, no real significant changes other than the- the type
13 of structure that's going there. Its not any difference in height. Um, it might be, um,
14 wider and larger, actually, than- around than the tree. Um, and I- my thought is- has
15 been, um, you know, putting myself in the neighbor's shoes: what would I think?
16 What would I- how would I feel? And, I'm not so much opposed to the- the building
17 itself as I am opposed to the, uh, the maintenance, uh, part of it. Running the- running
18 the, uh, generators on a weekly basis. And, uh, and to me that seems like, um,
19 excessive to, um, ask people to put up with that on a weekly basis? Don't know when
20 they are going to do it. Um, they didn't say- say. There's no indication. Um, I do- I
21 do think that, um, there probably are some alternative sites that they haven't looked
22 at, that would be more user-friendly. Um, and if they're going to get something further
23 north- if they're looking for trying to get, um, coverage further north, going to the
24 Fairgrounds isn't the answer. Um, but you wouldn't have to worry about...you know,
25 the trees or any- anything else there. There are shrubs, you know, to- to, uh, hide this,
26 uh, this tower. Um, because it would be- could be a freestanding, um...facility without

1 having to- to- to have it near any other structures. But, um, again I think that if they
2 wanted to go further north, I think that there's some other sites to the- to the north that
3 could be, um, utilized, and would be more conducive to, um, the- the fact that they
4 wouldn't have close neighbors. Uh, just thinking through town a little bit of where-
5 where those might be and especially if they wanted to, again, go- go to the north. And,
6 uh, and try and reach those northern customers, northern part of town. Um, and my
7 other concern is, uh, um, some of the neighbors are saying is there- is there really- is
8 there really a need for it, because, uh, everybody that's in the area, um, is already
9 being serviced by either another carrier, or, um, have an- there's not people here that
10 are AT&T users saying 'we need this service'. That's a little concerning to me, that
11 there's nobody here saying it- 'that I could really use this service' and I- I suppose
12 they don't know that they could use this service. Maybe they're just not aware of that-
13 what this is going to provide for them, that would be something they would really
14 excited to have. I don't know. So, lot of different ideas. Lot of different thoughts. But,
15 I- I really, um, can't pinpoint my- my pros or cons. I'm certainly a fence-sitter on this
16 one.

17 THOMSON: Is- is whether or not there is a need relevant for this? It's not in the Design Crit- it's
18 not one of the criteria- it's not one of the Relevant Criteria and Standards. I mean- I
19 mean, uh, I have to assume that a company wouldn't install something and go and
20 build it if they didn't think it would serve a purpose for the community, and that's the
21 whole purpose of this thing. And I don't know how we would go out and test all of
22 the uses. I guess it's not on here that they are going to benefit from it (unintelligible).

23 BUSH: Probably true.

24 THOMSON: One of these days, they're all going to see that there's five bars instead of two, and
25 they don't know why, but that- that (unintelligible).

1 BAZZOLI: I guess my thought is, in looking at these seven criteria we're- we're- we're really all
2 talking about items 2 and 3. Um, 2 has- having to do with whether it's harmonious
3 and- and in character with where it's at. And 3 as to whether or not it's a nuisance.
4 Um, the decibel level, um, it- it would have been nice if someone had addressed, you
5 know, really a- a comparison as to what 45 decibels really is. Um, that can be
6 mitigated, but not with a chain-link fence. So, I...I was almost going to dismiss 3,
7 because it can be addressed but this doesn't really address it. So, we're really back to
8 2. The- the other- the other five, um, the answers yes, it- it- it complies and- and even
9 the first 1, as long as it meets, um, all- all these other conditions. It's a- it's a permitted
10 use. So, really, we're down to number 2 and that is: is it harmonious with where it's
11 sitting? And that's asking all of us what's good art, and every single one of us is going
12 to have a different- a different answer. Um...

13 MONSON: So, Joe, I think on number 3, on the- if we are looking at that, I think that we can- we
14 can deal with- it sounds to me like the nuisance would be the noise of the generator
15 when they're- they're doing that. And- and I think-

16 BAZZOLI: Yeah, and I think that's a-

17 MONSON: -that's relatively-

18 BAZZOLI: A simple screen wall with a- with a fence. I- I say it's got vegetation around it, but
19 the- it could be a condition. Mike?

20 RAY: And- they're proposing a masonry wall. So, that's required as part of the, uh, design
21 guidelines instead of solid-

22 BAZZOLI: K, so I missed that-

23 RAY: -brick-

24 BAZZOLI: -I- I read a chain-link fence somewhere. And so, I misunderstood-

25 RAY: I believe that was initially what they had proposed, um, but we worked with the
26 applicant to correct that-

1 BAZZOLI: Okay.

2 RAY: -and now they are proposing a masonry wall.

3 BAZZOLI: So- so, again, I- I kind of thought 3 could be dismissed, because it could be dealt with,

4 which we could have done with a condition, but we don't need to now. So- so, really,

5 we're back to item 2. Is- is it in harm- in harmony with- with where it's at?

6 THOMSON: Harmony with the neighborhood, or harmony with the Church? But if it...they made

7 an effort to make it look churchy.

8 MONSON: It- it- it's far closer to than what we were dealing with-

9 THOMSON: Yeah.

10 MONSON: - in the past.

11 BAZZOLI: I need someone to make a motion. Um...I- I guess before someone does that, um, the

12 applicant mentioned they'd- they'd done- and this is going to be directed to the City,

13 but they'd pursued multiple options on City-type properties. Is there- is there a reason

14 why those didn't work out? Other than, obviously for the same structural reasons: you

15 can't mount something tall and heavy on top of a water tower. I don't know if,

16 adjacency is an issue? Or other City properties if- if those were even addressed by the

17 applicant, with the City?

18 RAY: Uh, you know, I know the Vista tank, their issues with that I think Mark had eluded

19 to, just the, uh, kinda, the mem- soft membrane bladder to that. And then, uh, really

20 not really being able to put it- you know, one of the- the ones that are mounted to

21 water tanks are- they have the- the railing, like where you walk around the outside.

22 And that's another aspect of Vista: it doesn't have that hard railing where you could

23 just mount the antennas to, or else you probably would have, you know, seen multiple

24 carriers up on that tower. So, um, I know that those are the issues with the tower itself.

25 I don't believe the City is willing to enter into a lease for a stand-alone tower is why,

26 uh, that one, you know, that one didn't proceed.

1 BAZZOLI: That makes sense.

2 THOMSON: Okay, I'll get a st-- I'll take a stab at this. Uh, I move to- move- move a Conditional

3 Use Permit application for the proposed, uh, 80-foot tall Wireless Communication

4 Facility and direct the Staff to prepare a Reasoned Statement and Relevant Criteria

5 and Standards.

6 BAZZOLI: I have a motion; do I have a second?

7 MONSON: I'll second Tim's motion.

8 BAZZOLI: I have a motion; I have a second. Since we have an odd number, someone has to be

9 the bad guy. I will take on that role, unfortunately. So, I have a motion; I have a

10 second. Mark?

11 MONSON: Aye.

12 COMSTOCK: Nay.

13 BAZZOLI: Marshall?

14 THOMSON: Aye.

15 BUSH: Nay.

16 BAZZOLI: Nay. So, the motion does not pass.

17 COMSTOCK: Joe- I think you're right about the criteria, Joe. I think the- the noise can be mitigated

18 one way- one way or another.

19 BAZZOLI: And- and Mike clarified that they had addressed that. This is really coming down to

20 the harmony of- of where it's being sited.

21 COMSTOCK: I think that Criteria number 2 of being in harmony is (unintelligible).

22 THOMSON: Not sure it won't. Wherever it- built it- unless it's outside of the City, in the county.

23 COMSTOCK: Depends on where it's zoned then.

24 THOMSON: Well, I think where it's zoned is where its supposed to be (unintelligible) across the

25 street (unintelligible).

1 BAZZOLI: I- I hesitate to speculate sites: I can think of a few but, based on t- on how Kim
2 answered my question earlier about sometimes a 95-foot tower doesn't do it,
3 sometimes a 30-foot tower doesn't do it, sometimes an 80-foot one does. I- I don't
4 understand the signal wave and how that has an impact on- on its height. Um, but, that
5 just I- I- I don't see how- how it fits the harmony aspect of our- of the criteria that
6 we're given. Even though it meets the other eight Zoning Standards.

7 COMSTOCK: Well, I'd make a motion- I mean, if that motion failed, do we need a motion to deny?

8 BAZZOLI: Ah- ah- we haven't denied anything in so long I think that actually is the appropriate
9 thing to do, is it not?

10 RAY: Well, that motion failed, so you would need another motion-

11 BAZZOLI: So-so-

12 RAY: -and a second-

13 BAZZOLI: So, we have to go until we have a motion that passes. So, Marshall you are correct.
14 We- so, would you care to make a motion?

15 COMSTOCK: Uh, I make a motion to deny the Conditional Use Permit and direct Staff to prepare
16 the Relevant Criteria and Standards. Um, then, my only hesitation is that I don't think
17 it's time. Wouldn't don't feel good about trying to force through that Criteria Number
18 3.

19 BAZZOLI: And- and I agree with the Staff providing the Relevant Criteria and Findings of Fact
20 because, in the event of an appeal, that information is what they're going to want to
21 rely on. So, I have a motion; do I have a second?

22 RAY: Yeah, do you have any more clarification on what specifically is not in harmony?

23 COMSTOCK: Um, yes-

24 RAY: (unintelligible)

25 COMSTOCK: - since I made the motion, specifically, I- I feel that it's, uh, that it's more than a tower:
26 it's more of a building. I think that it appears, uh, it sticks out (unintelligible) and

1 would not fit in the neighborhood (unintelligible). It's taller than any other structure
2 around there. And it- it does not do well. Like, to me it does not look like part of the
3 Church, to me it looks like a guard tower. Considering the size of the- of the tower.
4 BAZZOLI: So, the height, basically, is what's-
5 THOMSON: (unintelligible) it's a building.
6 MONSON: (unintelligible)
7 BAZZOLI: Does that help? So, I have a motion; I have a second?
8 BUSH: I'll second it.
9 BAZZOLI: I have a motion; I have a second. We'll do the same thing: Mark?
10 MONSON: Nay.
11 BAZZOLI: Marshall?
12 COMSTOCK: Aye.
13 BAZZOLI: Tim?
14 THOMSON: Nay.
15 BUSH: Yes.
16 BAZZOLI: Yes. So- so, it passes through to two. So, we have a motion that passed. K, that gets
17 us to what was our second, um, item and that is Election of Officers for the year...

BOARD of ADJUSTMENT



Joe Bazzoli
Board Chair
boa@ci.moscow.id.us

Public Meeting
~ Minutes ~

Aimee Hennrich
Staff Liaison
208.883.7095

<http://www.ci.moscow.id.us/354/Board-of-Adjustment>

Wednesday
April 7, 2021

5:30 PM

Council Chambers
206 E Third Street

The meeting was called to order at 5:29 PM

MEMBERS PRESENT: Joe Bazzoli (virtual), Chair; Steve Bush, Marshall Comstock, Mark Monson (virtual), Laurene Sorenson (virtual), Tim Thomson
MEMBERS ABSENT: Annette Bieghler
STAFF: Jennifer Fleischman, Aimee Hennrich

REGULAR AGENDA

1. Approval of March 29, 2021 Minutes (ACTION ITEM)

Comstock moved for approval of the minutes as presented, seconded by Thomson. Vote by Acclamation; Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

2. Approval of Reasoned Statement of Relevant Criteria and Standards (ACTION ITEM)

A Conditional Use Permit application for a proposed 80-foot-tall Wireless Communication Facility (WCF). The WCF would accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower.

The Board noted that there is an additional residential structure, owned by the Church of the Nazarene, that is located directly south of the proposed WCF. It was also recognized that more than one generator could possibly be housed at the site, and would result in more than the proposed singular hour of operation a week for maintenance. The Board also pointed out that there were alternate site locations that could have been explored further as options for the proposed WCF.

Bush moved for approval of the Relevant Criteria and Standards for the Conditional Use Permit at 1400 E Seventh Street as amended, seconded by Comstock. Vote by Acclamation: Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

REPORTS

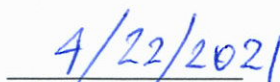
ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

The next Board of Adjustment public hearing is scheduled for April 22nd, 2021.

The meeting adjourned at 5:38 PM


Joe Bazzoli, Chair


Date

BOARD of ADJUSTMENT



Joe Bazzoli
Commission Chair
BOA@ci.moscow.id.us

Public Hearing
~ Agenda ~

Aimee Hennrich
Staff Liaison
208.883.7095

<https://www.ci.moscow.id.us/581/Agendas-and-Minutes>

Monday
March 29, 2021

7:00 PM

Council Chambers
206 E Third Street

WELCOME AND ATTENDANCE

REGULAR AGENDA

1. Approval of November 19, 2020 Minutes (ACTION ITEM)

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or provide staff further direction.

2. Election of Officers (ACTION ITEM)

PROPOSED ACTION: Nominate and elect a Chair and Vice Chair for 2021.

3. Public Hearing: Proposal for a Conditional Use Permit at 1400 E Seventh Street – LUP2021-0004 (ACTION ITEM)

A Conditional Use Permit application for a proposed 80 foot tall Wireless Communication Facility (WCF). The WCF will accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower.

PROPOSED ACTIONS: Conduct the public hearing upon the proposed Conditional Use Permit (CUP) request and upon consideration of any testimony received, approve the proposed CUP and direct Staff to prepare a reasoned statement of relevant criteria and standards; or approve the proposed CUP with conditions and direct Staff to prepare a reasoned statement of relevant criteria and standards; or deny the proposed CUP and direct Staff to prepare a reasoned statement of relevant criteria and standards; or take other action as deemed appropriate.

REPORTS

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

ADJOURN

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

BOARD of ADJUSTMENT



Joe Bazzoli
Commission Chair
boa@ci.moscow.id.us

~Meeting Minutes~
November 19, 2020

Aimee Hennrich
Staff Liaison
208.883.7095

<http://www.ci.moscow.id.us/354/Board-of-Adjustment>

Monson called the meeting to order at 5:33 PM

MEMBERS PRESENT: Mark Monson, Vice Chair; Steve Bush, Annette Bieghler, Laurene Sorensen (virtual), Tim Thomson

MEMBERS ABSENT: Joe Bazzoli, Marshall Comstock

STAFF IN ATTENDANCE: Jennifer Fleischman, Aimee Hennrich

1. Approval of Minutes from November 10, 2020 (ACTION ITEM)

Bush moved for approval of the minutes as corrected, seconded by Sorensen. Vote by acclamation; Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Approval of Reasoned Statement of Relevant Criteria and Standards (ACTION ITEM)

A Conditional Use Permit application for a public service and utility facilities "water booster stations" at 224 Southview Avenue within the Multiple Family Residential (R-4) Zone, and 1250 Orchard Avenue within the Low Density, Single Family Residential (R-1) Zone per Moscow City Code 4-3-4.

Sorensen moved for approval of the Relevant Criteria and Standards for the Conditional Use Permit at 224 Southview Avenue as presented, seconded by Bush. Vote by acclamation: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bush moved for approval of the Relevant Criteria and Standards for the Conditional Use Permit at 1250 Orchard Avenue as presented, seconded by Bieghler. Vote by Acclamation: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

3. Board Communications

None.

4. Other Business

None

The meeting adjourned at 5:37 pm.

Joe Bazzoli, Chair

Date

COMMUNITY PLANNING AND DESIGN DEPARTMENT
STAFF REPORT

HEARING DATE: Monday, March 29th, 2021

GENERAL INFORMATION

Hearing Body: Board of Adjustment

Subject: 1400 E 7th Street – A Conditional Use Permit application to allow the construction of a wireless telecommunications tower/facility within the Neighborhood Business (NB) Zoning District.

Attachments: A. Public Hearing Notice – published in the Moscow-Pullman Daily News on Saturday, March 6th, 2021

B. Conditional Use Permit Application

C. Project description

D. Site Plan

E. Elevation Plans

F. Antenna Details

G. Photo Simulations

H. Notarized Commitment to Collocate

I. Relevant Criteria and Standards Worksheet

J. Written Public Comment

Prepared by: Aimee Hennrich, Planner I

STAFF REVIEW

Proposal: The applicant, PI Tower Development LLC, is requesting a Conditional Use Permit (CUP) to allow the construction of an 80' Wireless Communication Facility (WCF) located at 1400 East 7th Street. The proposed facility would be located on the property of the Church of the Nazarene and would accommodate three carriers within a fully enclosed 800 square foot lease area. The facility would resemble a church tower with fully enclosed

antennas. The subject property is located within the Neighborhood Business Zoning District where Antenna Towers are a conditionally permitted use .

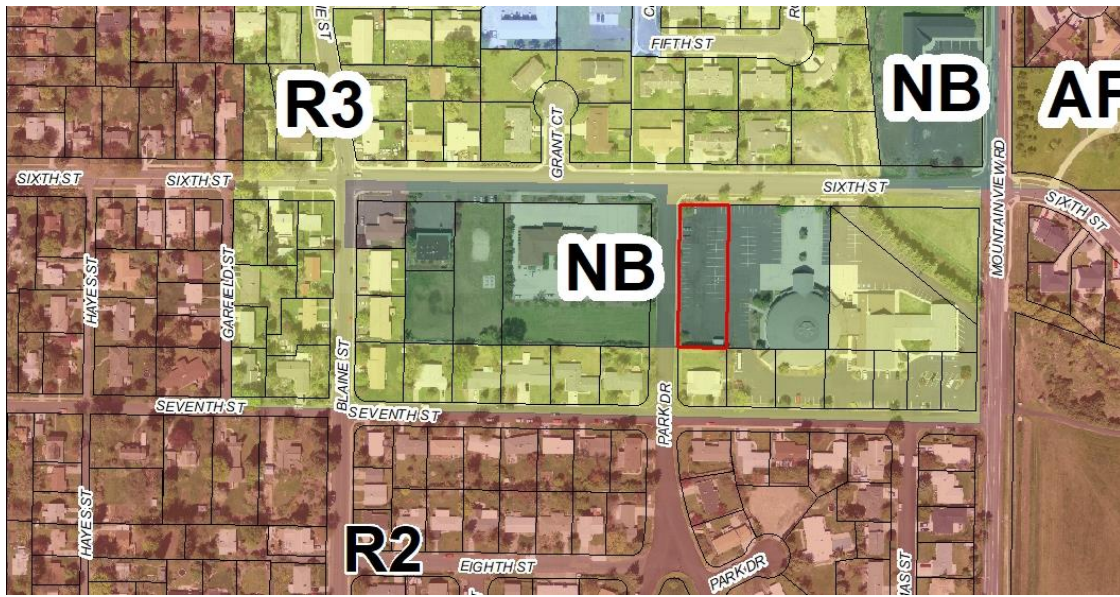
Background: On July 30th of 2018, Pro Land LLC applied for a Conditional Use Permit to construct an 80 foot tall Wireless Telecommunications Facility at 1400 E 7th Street. The application proposed that the facility would be located on the property of the Church of the Nazarene and would accommodate three carriers within a fully enclosed 800 square foot lease area. The facility design in this application was a stealth-style mono-pine tower intended to resemble a tree. The matter came before the Board of Adjustment on November 18th 2018. The Board of Adjustment denied the application finding that the proposed WCF was not consistent with the existing character of the neighborhood and would not be in harmony with land uses surrounding the subject property. The surrounding neighborhood is primarily residential with a few commercial uses nearby. The Board found that the scale of the proposed tower is significantly larger than other structures or trees in the surrounding area.

On November 27th 2018, Busch Law Firm PLLC filed an appeal on behalf of the applicant. On January 7th 2019, City Council reviewed the appeal during a regularly scheduled meeting and sustained the decision to deny the application.



Aerial

Site and Area Land Use: The subject property is an approximately 231,678 sq. ft. in size. Despite being split up into eleven (11) parcels, the site itself, which occupies an entire city block, is completely owned by the Church of the Nazarene. The 800 square foot subject property, 20' x 40' in size, sits on the southwest corner of the block. Adjacent land uses include residential properties to the north and south of the site, while the Church of the Nazarene lies to the east and Short's Funeral Home to the west. At the northwest corner of Sixth Street and Mountain View Road is a commercial orthodontics and doctor's office.



Zoning Map

Zoning: The subject property is located within the Neighborhood Business (NB) Zoning District. Adjacent properties to the east and west are also within the NB Zoning District. Adjacent properties to the north and south are within the Medium-Density Residential (R-3) Zoning District. Section 4-3-5(4)(b) of Moscow City Code establishes that the installation of antenna towers in excess of thirty five (35) feet in height requires the issuance of a Conditional Use Permit (CUP). The proposed tower is eighty (80) feet in height. The Zoning Code also requires the following development standards:

1. ***Setbacks: No antenna towers that exceed sixty feet (60') in height shall be located within 500 feet from the State Highway 8 and 95 rights of way.***
The proposed tower, located within the Neighborhood Business (NB) Zoning District, would be located approximately 3,400 feet north of the State Highway 8 right-of-way.
2. ***Security: Every telecommunications facility shall be protected from unauthorized access by appropriate security measures.***
The proposed site is enclosed by a six foot (6') high fence and the ancillary facilities are fully enclosed within proposed site.
3. ***Lighting: Every antenna and antenna tower shall not be lighted unless required by the Federal Aviation Administration or other state or federal agency having such authority, and such lighting shall not be more than the minimum required by such agency. Antenna tower site security lighting shall be designed and installed so as not to glare or trespass onto neighboring lands or roads, and shall be provided only as approved by the Zoning Administrator or Board of Adjustment.***
The plans submitted do not show any lighting on the new antenna tower.

4. **Noise Reduction:** *Noise generating equipment shall be sound-buffered by means of baffling, barriers, or other suitable means to reduce sound level measured at the property line to forty-five decibels (45 dB).*
Construction will create some noise, but the noise is temporary. There are up to two proposed diesel generators that would be double contained and will be used in the event of a power outage. The generator will run once a week for approximately one hour for maintenance. If noise becomes a problem, then a decibel reading will be taken at the property line and Staff will take corrective action if the reading is too high.
5. **Signage:** *The placement of signage on antenna towers is prohibited, except for the placement of security signage, which shall not exceed six (6) square feet on each side of the antenna tower and shall not be located higher than six feet (6') above grade. Additionally, one security sign not to exceed one (1) square foot may be provided on each fifty feet (50') of wall or fence enclosing the facility.*
There is no proposed signage on the antenna tower.
6. **Antenna towers shall be separated from the property line of any adjacent property zoned for residential uses at least a distance equal to the height of the antenna tower, and shall be separated from all other adjacent property lines in other zones at least a distance equal to one-half (1/2) the height of the antenna tower.**
The height of the proposed tower is approximately eighty feet (80'), therefore the tower must be separated at least forty feet (40') from adjacent residentially zoned properties. The only adjacent property outside of the Church of the Nazarene campus that is Zoned R-3 is located on the corner of Park Drive and Seventh Street. This property is approximately 100' from the proposed site.
7. **Aesthetic Considerations:** *Antennas and cables shall be of a color identical to or closely compatible with that of the structure to which they are attached. Telecommunications facilities shall be surrounded by a minimum 6-foot-tall wall or solid or slatted fence.*
The proposed facility is designed to resemble a church tower and is meant to maintain the character of the church campus. Current plans show a six-foot (6') decorative wall constructed of brick, stone, or textured concrete. Current plans also show a Type A Landscape Buffer Yard on the western side of the proposed site that will shield the site from Park Drive. All other development standards under this section of the Code shall be met as part of the permitting process.
8. **Any new or relocated antenna tower eighty feet (80') or greater in height shall be designed and constructed to accommodate at least two (2) additional users unless a larger number of users needs to be accommodated as indicated by the response to the Notice provisions herein. As an alternative, a smaller tower may be approved if the tower owner commits in writing to "swap out" to a larger tower when needed to allow co-location space for additional service providers. A notarized written commitment to shared use as specified in subsection F.1 above shall be submitted to the Zoning Administrator by the**

antenna tower applicant. The failure of the owner of an antenna tower built with a capacity for shared use to negotiate in good faith with potential users shall be unlawful and shall be a violation of this Ordinance and, among other remedies of the City, shall be just cause for the withholding of the issuance of future antenna tower permits to such an owner as well as revocation of antenna tower permits for any antenna tower on which co-location is refused or unreasonably hindered.

The proposed facility is designed to accommodate three (3) carriers. The applicant has provided a notarized written agreement to share location.

Comprehensive Plan: Chapter 2, Community Character and Land Use, designates the subject property as Public and Semi-Public. Public and Semi-Public designated areas provide for government buildings and properties, as well as semi-public or institutional uses such as churches, schools, and hospitals.

Chapter 3, Community Mobility, identifies Seventh Street and Park Drive both as local neighborhood streets.

A goal of Chapter 6 is to, “Enhance and strengthen the regional economy utilizing the strengths and assets of the region.”

Streets and Access: The subject property is surrounded by the property of the Church of the Nazarene. The closest access point to the WCF will be from Park Drive, just north of the house located on the southwest corner of the property.

RELEVANT CRITERIA AND STANDARDS

- 1. The proposed use (is/is not) a conditionally permitted use within the Zoning District.**
- 2. The character of the proposed use (will/will not) be in harmony with the neighborhood and surrounding land uses.**
- 3. The proposed use as approved, or as approved with conditions, (will/will not) generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like).**
- 4. The location, design, and size of the proposed use (will/will not) be adequately served by existing streets, public facilities and services.**
- 5. The proposed use (will/will not) endanger the public health or safety if located where proposed?**
- 6. The proposed use (meets/does not meet) all applicable development standards of the Zoning Code.**

7. The propose use (will/will not) be in conflict with the Comprehensive Plan.

In addition to Relevant Criteria and Standards, four additional criteria are required to be fulfilled before the issuance of a Conditional Use Permit for an antenna tower. These criteria include:

- 1. No existing antenna towers or antenna support structures within the necessary geographic area for the applicant's antenna tower meet the applicant's requirements considering: a) height, b) structural integrity, or c) that there are other prohibitive conditions that render existing antenna towers or antenna support structure within the applicant's required geographic area unsuitable.**
- 2. That the design of the antenna tower, including the antennas and ancillary facilities, minimizes visual impact and other complies with provisions and intent of this Section.**
- 3. That the proposed antenna tower location minimizes the number and/or size of antenna towers or antenna support structure that will be required in the area.**
- 4. That the applicant has not previously failed to take advantage of reasonably available shared use opportunities or procedures provided by this Ordinance or otherwise.**

RECOMMENDATION

Staff recommends **approval** for the application for a Conditional Use Permit at 1400 E 7th Street for a proposed 80' Wireless Communication Facility (WCF) with no conditions.

Board shall direct staff to prepare Relevant Standards and Criteria to be reviewed at an upcoming meeting.

NOTICE OF PUBLIC HEARING

Proposal for Conditional Use Permit at 1400 E. Seventh Street
Permit Application LUP2021-0004

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

Conditional Use Permit application for a proposed 80' Wireless Communication Facility (WCF). The WCF will accommodate three carriers within a fully enclosed 800 sf lease area and would resemble a church tower.

HEARING DATE: Monday, March 29th, 2021

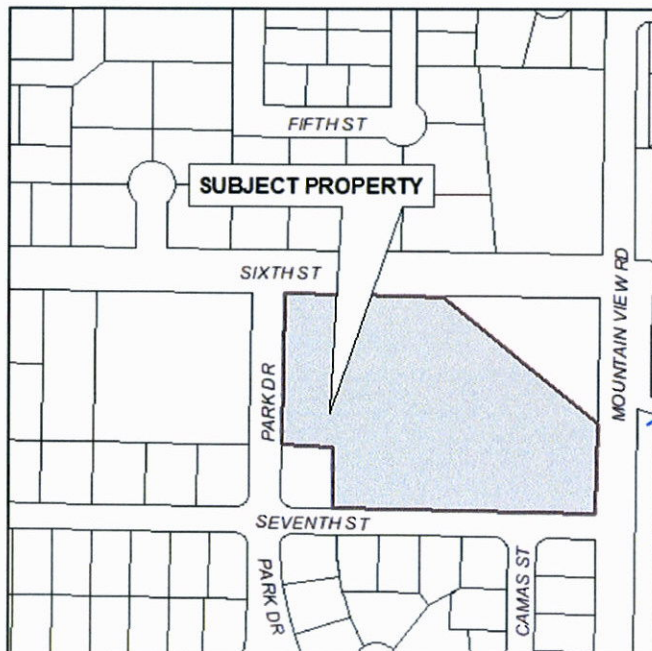
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00pm

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

The file containing information on this matter is available for public review at the Community Planning & Design Department located in the Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: <http://id-moscow.civicplus.com/593/Public-Hearing-Notices>



Laurie Hopkins,
Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, March 6, 2021



**CITY OF MOSCOW
COMMUNITY DEVELOPMENT**
Ph: 208-883-7035
Fax: 208-883-7033
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For City Use Only			
Date Received		02/19/2021	
Dept	Fee Type	Fees	Paid
CD	Application Fee	\$500	x✓
Receipt Number		LUP2021-0004	

APPLICATION FOR CONDITIONAL USE PERMIT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: PI Tower Development LLC Telephone: (425)628-2657 (Representative)
15105 John J. Delaney Drive, Suite D-3, Charlotte, NC 28277
 (home address)

Relationship to affected property (please check one):

Owner ☐ Purchaser ☐ Lessee ☒ Other ☐ (explain below)

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

Name: Church of the Nazarene Telephone: (509)939-6202
1400 E 7th Street, Moscow, ID 83823
 (home address)

3. Location of Affected Property: 1400 E 7th Street, Moscow, ID 83823

Legal Description: Eastgate Addition 2 1
 (subdivision) (block) (lot)

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

4. **Proposal:** The applicant proposes the following use and/or construction for the above-described property:
A new 80' wireless communication facility designed as a church tower with fully-enclosed
antennas. Facility will be within 20'x40' lease area and accomodate AT&T and two
additional wireless providers. See attachments 1-13 for additional details.

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

5. **Authorization:** Section 4-3-4 of the Moscow Zoning Ordinance authorizes the proposed use, subject to a Conditional Use Permit.

6. **Operating Characteristics:** Detail the operating characteristics of the proposed use. In other words, provide specific information which describes and defines how the proposed use will be conducted and what will be involved in the day to day operations of the proposed use. Applicable information may include hours of operation, number of people (employees, customers, students, etc.) involved, traffic and/or delivery information, services provided, equipment or machinery which may be involved, or any other information which helps describe and define the proposed use and impacts which it may have.

AT&T has identified a need for improved service in east Moscow and the surrounding area (See Attachment 5). The proposed facility will serve residents, first responders and businesses. See Attachment 1 – Project Narrative for additional details.

7. *Before the Moscow Board of Adjustment may issue a Conditional Use Permit, the Board must first make findings of compliance with the following seven relevant criteria and standards. Please indicate in the spaces provided below what you believe to be justification showing compliance with each of the relevant criteria and standards.*

Criteria #1. THE PROPOSED USE IS A CONDITIONALLY PERMITTED USE WITHIN THE ZONING DISTRICT.

Justification and compliance with criteria #1: _____

The proposed Facility is subject to approval via a Conditional Use Permit per MCC 4-3-4.

Criteria #2. THE CHARACTER OF THE PROPOSED USE WILL BE IN HARMONY WITH THE NEIGHBORHOOD AND SURROUNDING LAND USES.

Justification and compliance with criteria #2: _____

The proposed use will maintain the character of the Church of the Nazarene campus by incorporating design elements similar to the adjacent church, such as a circular topper, and will include crosses mounted to the sides of the structure. See Attachments 1 and 2.

Criteria #3. THE PROPOSED USE AS APPROVED, OR AS APPROVED WITH CONDITIONS, WILL NOT GENERATE NUISANCES THAT WOULD BE INJURIOUS OR DETRIMENTAL TO ADJOINING PROPERTIES OR THE NEIGHBORHOOD (INCLUDING BUT NOT LIMITED TO NOISE, DUST, GLARE, VIBRATIONS, ODORS AND THE LIKE).

Justification and compliance with criteria #3: See Attachments 1 and 2.

All ground equipment will be fully screened with existing landscaping and a six foot (6') tall fence. Construction will create some noise that will last approximately one month. Two diesel generators will run in the event of a power outage, and once a week for one hour for maintenance.

Criteria #4. THE LOCATION, DESIGN, AND SIZE OF THE PROPOSED USE WILL BE ADEQUATELY SERVED BY EXISTING STREETS, PUBLIC FACILITIES AND SERVICES.

Justification and compliance with criteria #4: _____

The proposed Facility is located on a parcel that has access on all four sides of the Church of the Nazarene campus.

Access will be via the existing parking lot. See Attachment 3- Zoning and Elevation Drawings.

Criteria #5. THE PROPOSED USE WILL NOT ENDANGER THE PUBLIC HEALTH OR SAFETY IF LOCATED WHERE PROPOSED.

Justification and compliance with criteria #5: _____

Applicant and all collocators will comply with all applicable safety and regulatory standards, including FCC emissions standards.

Criteria #6. THE PROPOSED USE MEETS ALL APPLICABLE DEVELOPMENT STANDARDS OF THE ZONING CODE.

Justification and compliance with criteria #6: _____

See Attachment 2 - Statement of Code Compliance. The facility will meet all applicable development standards of the zoning code.

Criteria #7. THE PROPOSED USE WILL NOT BE IN CONFLICT WITH THE COMPREHENSIVE PLAN.

Justification and compliance with criteria #7: _____

See Attachments 1 and 2. The proposed Facility will serve residents, businesses and first responders, providing economic and public safety benefits through access to high-quality wireless service.

CONDITIONS OF APPROVAL

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

COMPLIANCE

1. In the event of failure to comply with the plans proof by the Board of Adjustment, or with any conditions imposed upon the Conditional Use Permit, the permit shall be immediately revoked and shall be automatically null and void.
2. Where plans are submitted and approved as part of the application for a Conditional Use Permit, modifications of the original plans may be required by the Board as a condition of approval.
3. Where plans approved by the Board of Adjustment are modified following such approval, such plan modifications must be submitted to and determined by City staff to be in substantial conformance with the plans approved by the Board. If plan modifications are not in substantial conformance, the plan modifications must be resubmitted to the Board for an additional public hearing as an amendment to the Conditional Use Permit application.

REVOCATIONS

If a Building Permit and/or Certificate of Occupancy pertaining to the Conditional Use Permit is not obtained for the subject property within one year from the date of the Board of Adjustment's final decision, the Conditional Use Permit shall be immediately revoked and shall be automatically null and void. If the use and/or occupancy for which the Conditional Use Permit is approved ceases for a period of twelve consecutive months, unless otherwise provided for in the Conditional Use Permit, then the Conditional Use Permit shall be immediately revoked and shall be automatically null and void.

Application Submittal:

This application must be completed and submitted with the below described items to the Moscow Community Development Director at least twenty-one days prior to the hearing at which the application is to be considered by the Board or the application will not be processed.

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

1. Application Fee
2. Site Plan, drawn to scale
3. Floor Plans, drawn to scale
4. Elevation Drawings, drawn to scale (for new construction only)

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

Greggory Busch 2/19/2021
 Applicant's Signature (Authorized Representative Per Attachment 11) Date

See Section 4 of Attachment 13- Attorney In Fact of Property Owner for permission to sign on behalf of
 Owner's Signature Date

**PROJECT NARRATIVE
APPLICATION FOR CONDITIONAL USE PERMIT
WIRELESS COMMUNICATION FACILITY
PIID321 SE MOSCOW**

Submitted to City of Moscow, ID
Community Development Department

Applicant: PI Tower Development LLC (“Parallel Infrastructure”)
15105 John J. Delaney Drive, Suite D-3
Charlotte, NC 28277

Representative: Wireless Policy Group LLC
1420 NW Gilman Blvd., Suite #9030
Issaquah, WA 98027
Contact: Gregory Busch, Program Manager
(425) 628-2657
gregg.busch@wirelesspolicy.com

Property Owner: Church of the Nazarene
Contact: Ed Eby, Senior Pastor
1400 E 7th Street
Moscow, ID 83823

Project Address: 1400 E 7th Street
Moscow, ID 83823

Description & Tax Lot: GPS Coordinates: 46.729331, -116.982489 (NAD 83)
Parcel No. RPM0260002001A

Zoning Classification: NB – Neighborhood Business

Wireless Policy Group LLC is submitting this application on behalf of PI Tower Development LLC (“Parallel Infrastructure”, hereafter referred to as “**Parallel**”). Parallel submits this application for a wireless communication facility to fill coverage gaps in and enhance existing capacity of the network of New Cingular Wireless PCS, LLC (“**AT&T**”), the prime tenant for this wireless facility.

1. PROJECT OVERVIEW

Parallel is proposing to build a new 80-foot (80') tall wireless communication facility ("WCF") designed as a church tower (the "**Facility**"), PIID321 SE Moscow, at the above-noted project address. AT&T intends to collocate on the proposed Facility in order to fill a significant gap in AT&T's high band 4G LTE coverage experienced by its customers in eastern Moscow as well as add network capacity to offload AT&T's existing facilities west of Main Street. The Facility will provide coverage to residential areas not able to be served by existing facilities due to the topography of the area.

In addition to AT&T LTE commercial facilities, the proposed Facility will also provide an important public benefit by including facilities to support the FirstNet Nationwide Safety Public Broadband Network¹ ("FirstNet"). As a FirstNet site, this proposed Facility is part of a more significant initiative by AT&T to upgrade existing wireless sites and to build new sites to support FirstNet and deploy the new frequency band for first responders ("Band 14").

In addition to the City of Moscow's Application for Conditional Use Permit form, Parallel intends for its application for the proposed Facility to include the following documents (collectively, Parallel's "**Application**");

- Attachment 1— Project Narrative (this document)
- Attachment 2— Statement of Code Compliance
- Attachment 3 — Zoning and Elevation Drawings
- Attachment 4 — Photo Simulations
- Attachment 5 — AT&T Statement of Need
- Attachment 6 — AT&T RF Justification
- Attachment 7 — AT&T FCC Licenses
- Attachment 8 — FAA Determination of No Hazard
- Attachment 9 — Written Statement of Approval by Property Owner
- Attachment 10 — Notarized Written Commitment to Allow Collocation
- Attachment 11 — Letter of Authorization for Wireless Policy Group LLC
- Attachment 12 – Notice to Providers and Certified Mail Labels
- Attachment 13 – Attorney In Fact of Property Owner

Please Note: All references to "Attachments" in this Project Narrative are in reference to the above-noted attachments included as part of Parallel's Application.

¹ The First Responder Network Authority ("FirstNet Authority") is an independent authority within the U.S. Department of Commerce. Chartered in 2012, its mission is to ensure the building, deployment, and operation of the FirstNet Nationwide Safety Public Broadband Network—the nationwide broadband network that equips first responders to save lives and protect U.S. communities. FirstNet grew out of and addresses a 9/11 Commission recommendation calling for improved communications for all U.S. first responders. Learn more at FirstNet.gov/mediakit.

As shown in this Application, this proposed project meets all applicable Moscow City Code (“**MCC**”) criteria for siting new wireless communication facilities and complies with all other applicable state and federal laws and regulations. Parallel’s proposal is also the least intrusive means of meeting AT&T’s coverage objectives for this site. Accordingly, Parallel respectfully requests the City of Moscow (“**City**”) approve this project as proposed, subject only to the City’s standard conditions of approval.

2. PROPOSED PROJECT DETAILS

In addition to the information provided below, further detailed information regarding the subject property, proposed lease area, and proposed Facility design is included in **Attachment 3—Zoning and Elevation Drawings**.

2.1. Site Description

2.1.1. Subject property.

The subject property of this proposal is located at 1400 E 7th Street, on Parcel No. RPM0260002001A in Moscow, ID (the “**Property**”). The Property is owned by “Church of the Nazarene” of Moscow, Idaho, an Idaho Corporation. The Property is one of eleven parcels within an area of approximately 231,678 sq. ft. owned solely by Church of the Nazarene.

2.1.2. Zoning-use.

The Property is zoned as NB (Neighborhood Business) and is currently used primarily as a parking lot and location for storage containers for the church on the adjacent parcels to the east. There is also a residential building directly south of the parcel also owned by Church of the Nazarene.

2.1.3. Lease area.

- The proposed twenty-foot by forty-foot (20’ x 40’) lease area for the proposed Facility is located near the south edge of the parcel (the “**Lease Area**”).
- The existing portable shed will be relocated approximately twenty-three feet (23’) east and six feet (6’) north to accommodate the Lease Area.
- The Lease Area will be surrounded and fully screened by a six foot (6’) tall fence. Access will be via two twelve foot (12’) dual swing access gates on the north side of the fenced perimeter.
- There is an existing arborvitae hedge approximately twenty-six feet (26’) tall immediately adjacent the Lease Area to the south.

- The ground of the Lease Area will be covered in gravel fill approximately $\frac{3}{4}$ " deep, or similar.

2.2. Support Structure and Equipment

2.2.1. Antenna tower design.

- Parallel is proposing to build a new eighty-foot (80') tall self-supported tower designed to appear as a church tower (the "Structure").
- The Structure will include a circular topper similar to the design of the adjacent church, and will be decorated with one foam cross on each side of the tower, for a total of four.
- The Structure will be constructed within the Lease Area and will be unmanned.
- The Structure will be built to structurally support at least two additional antenna arrays for future collocation.
- The Structure will be painted a neutral color consistent with the built environment of the Property and the church adjacent to the Lease Area.

2.2.2. Antennas and accessory equipment.

- The Structure is expected to contain the following AT&T 4G LTE and FirstNet equipment:
 - Three sectors of up to four Commscope NNH4-65C-R6-V3 antennas each (or similar), for a total of twelve antennas at a RAD center of 71' and corresponding tip height of 75'.
 - Associated remote radio units contained fully within the Structure
 - Associated Fiber and DC cable runs within the interior of the Structure
- The Structure will be able to accommodate collocation of two additional carriers at lower RAD centers with similar equipment specifications. T-Mobile is currently expected to collocate at the second-highest RAD center, at 61'.
- The antennas, RRUs, and all accessory equipment mounted on the Structure will be contained fully within the Structure.

2.2.3. Ground equipment.

- All ground equipment will be constructed within the Lease Area.
- AT&T site support equipment, such as equipment cabinets and utility frames, will be contained within the Structure at ground level.
- Additional co-locators' site support equipment, such as equipment cabinets and ice frames, will be located within the Lease Area exterior to the Structure.
- Two diesel generators for backup power (one for AT&T and one for T-Mobile's expected collocation) will be placed on the concrete pad next to the Structure.
- Ground equipment for the third collocator will be placed within a 7'x7' ground lease area next to the second collocator's equipment exterior to the Structure.

2.3. Access, Parking, and Trip Generation

2.3.1. Access. Street access to the Facility will be via the west entrance to the parking lot off Park Drive. Access to the Lease Area will be controlled by two locked dual swing access gates. Access to the interior of the Structure will be controlled by a locked door.

2.3.2. Parking. Maintenance vehicles may be parked in the parking lot north of the Facility, or on the unmarked pavement adjacent the Facility.

2.3.3. Trip generation. The Facility will require only one to two trips per month, on average, for maintenance visits provided by personnel in a single vehicle. The proposed Facility will have no impact on existing vehicular access to and from the proposed site, or to pedestrian, bicycle, and transit circulation.

2.4. Utilities

- **Power** will be provided by Avista Utilities.
- **Telecommunications** will be determined at a later date.
- **Water/Sewer/Garbage** is not required as this will be an unmanned facility.

2.5. Additional Details

2.5.1. Lighting.

No artificial lighting of the Facility is proposed.

2.5.2. Landscaping. The Lease Area is immediately north of an approximately twenty-six foot (26') tall arborvitae hedge.

2.5.3. Noise. The Facility will comply with MCC 4-3-5 (H)(5)(f). The Facility will include up to two diesel generators that will be double contained and will be used in the event of a power outage. The generators will run once a week for approximately one hour for maintenance.

2.5.4. Concealment. The Structure is designed to maintain the character of the surrounding area as a church campus. See **Attachment 4 – Photo Simulations**. The Structure will be painted with similar colors, use similar design elements such as crosses mounted to the exterior, and will feature a circular topper similar in style to the adjacent church roof.

3. AT&T NETWORK COVERAGE AND SERVICES

3.1. Overview—AT&T 4G LTE Network

AT&T is upgrading and expanding its wireless communications network to support 4G LTE technology. LTE stands for “Long Term Evolution.” This acronym refers to the ongoing process of improving wireless technology standards, with 4G referring to its fourth generation. With each generation comes improvement in speed and functionality—4G LTE offers speeds up to ten times faster than 3G. LTE technology is the backbone for increased broadband speeds to meet the demands of uses and the variety of content accessed over mobile networks.

Upon completion of this update, AT&T will operate a state-of-the-art digital network of wireless communications facilities throughout the proposed coverage area as part of its nationwide wireless communications network.

3.2. Network Service Objectives and Targeted Service Area for Proposed Facility

AT&T has identified a need for a site at this specific location. *See Attachment 5 – AT&T Statement of Need.* The proposed Facility will serve AT&T as a service coverage and capacity site. Currently, portions in and around east Moscow (the “Targeted Service Area”) have minimal to no 4G voice service and AT&T’s existing coverage in the area is at or near its capacity and is insufficient for the volume of traffic (i.e. though this area already has AT&T coverage, additional capacity is needed to service the volume of users).

As determined by AT&T’s RF engineers, the proposed new Facility meets AT&T’s service objectives to provide continuous and uninterrupted outdoor, in-vehicle, and in-building wireless service within the Targeted Service Area, resulting in fewer dropped calls, improved call quality, and improved access to additional wireless services the public now demands (including emergency 911 calls). The service objective, Targeted Service Area, and proposed location were determined by AT&T’s RF engineers through a combined analysis of market demand, customer complaints, service requests, and RF engineering design. *See Attachment 6 – AT&T RF Justification.* This proposed Facility will also allow AT&T to provide wireless communications and service for FirstNet users in the Targeted Service Area (as further detailed in Section 5 herein).

3.3. Search Ring

AT&T’s RF engineers performed an RF engineering study—considering multiple objectives—to determine the approximate site location and antenna height required to best fulfill the noted service objectives within the Targeted Service Area. From this study, AT&T’s RF engineers identified a search ring area where a new wireless facility may be located to provide effective service in the Targeted Service Area. The search ring established for this proposal and a description of the methodology used to determine the search ring is provided in **Attachment 6—AT&T RF Justification.**

4. ALTERNATIVE SITE ANALYSIS

AT&T generally considers all siting possibilities within, and adjacent to, a search ring to determine the best location for a new facility to meet AT&T's service objectives within the Targeted Service Area. AT&T will first attempt to utilize an existing tower or structure for collocation at the desired antenna height. If an existing tower or structure is not available or determined to be infeasible, AT&T will then propose a new tower.

For this proposed Facility, Parallel coordinated with AT&T and other wireless providers to address service issues within east Moscow. AT&T and Parallel have thoroughly analyzed siting options and found that the proposed location is the most feasible site within the search ring that will best meet AT&T's service objectives in the Targeted Service Area.

Parallel has previously proposed an alternate design for the Facility (designed to appear as a faux fir tree) at this location that was denied by the City. Parallel and AT&T have found the alternative site locations infeasible, as described below and in **Attachment 6 —AT&T RF Justification**.

4.1. Monopine at Proposed Location

On November 19, 2018, the Moscow Board of Adjustment denied Parallel's (then Lendlease) original request for a Conditional Use Permit for an eighty-foot WCF at this same location on the Property. The Board found that the character of the proposed concealment elements of a faux fir tree would not be in harmony of the neighborhood and surrounding land uses. On appeal, the Moscow City Council upheld the Board's decision to deny the application.

4.2. Facilities on and around Vista Water Tank (46.730575, -116.969150)

Applicant, and the wireless industry as a whole, have made extensive efforts to locate facilities on and around the Vista water tank at 843 South Hathaway Avenue. Several proposals have been rejected by the City, and others have been found to be technically infeasible by both the City and wireless industry.

The City has rejected multiple industry proposals to collocate WCF on the Vista Water Tank. In 2011, the City rejected a proposed T-Mobile design placing antennas on the top of the tank due to structural concerns. T-Mobile made an additional attempt to collocate on the tank in 2016 using the Magna Mount System but was again denied by the City.

On January 22nd 2019, the Moscow City Manager denied Parallel's (then Lendlease) request to negotiate a site lease for a one hundred foot (100') tall WCF adjacent to the Vista water tank. The City encouraged Parallel to use magnetic or adhesive methods to attach its antennas to the tank. Parallel has reviewed these proposals for magnetic and adhesive mounts and found them to be technically infeasible.

AT&T has also reviewed the proposals for collocation on the Vista Water Tank and found the site to be unsuitable. AT&T's RF Engineers have found that a collocation on the Vista Water Tank is

too far east to provide necessary capacity increases to increase weak performance in AT&T's Targeted Service Area. Additionally, a facility at this alternative location would create a significant coverage overlap with AT&T's existing coverage, creating increased signal interference that would make it difficult for the new facility to establish dominant coverage.

As such, collocation on the Vista Water Tank is not suitable because it would not provide the service coverage required to meet AT&T's service objectives within the Targeted Service Area.

4.3. New Tower at Brink Park (46.727213, -116.978024)

AT&T's RF Engineers have evaluated a potential new tower solution with a 75 ft. antenna tip height at Carole Rylie Brink Park off Joseph Street, approximately 0.27 miles south-southeast from the proposed Facility. The potential new tower at Brink Park would provide limited coverage primarily only to commercial areas, not the targeted residential areas. The Brink Park location is not suitable for AT&T's needs because it does not provide the service coverage required to meet AT&T's service objectives within the Targeted Service Area.

4.4. Collocation on 8th Street Water Tank (46.726729, -116.988959)

AT&T's RF Engineers also evaluated a potential collocation on the existing water tank off E. 8th Street, approximately 0.35 miles southwest of the proposed Facility. The collocation would have an estimated 30 ft. antenna tip height. As shown in **Attachment 6**, the proposed Facility provides 84.5% more coverage within the Targeted Service Area than the 8th Street Water Tank. The 8th Street Water Tank is not suitable for AT&T's needs because of its extremely limited coverage area, which would be primarily to commercial areas.

4.5. New Tower on Commercial Property (46.721561, -116.984535)

Finally, AT&T's RF Engineers evaluated a potential new tower utilizing a 96 ft. antenna tip height on commercial property 0.35 miles south of the proposed Facility. Despite the increased height on the potential commercial site, the currently proposed Facility still provides 14% more coverage within the Targeted Service Area. The potential new tower on commercial property would provide new coverage primarily only to commercial areas, not the targeted residential areas. The potential new tower on commercial property is not suitable for AT&T's needs because of the significant coverage overlap with AT&T's existing coverage

5. FIRSTNET

FirstNet is the country's first nationwide communications platform dedicated to public safety, representing a giant leap in communications capabilities for public safety personnel that will benefit the communities they serve. FirstNet gives first responders access to one highly secure, dedicated, interoperable network and ecosystem supporting voice, data, text, and video communications—technology they need to better communicate and collaborate across agencies and jurisdictions.

5.1. FirstNet Authority

The First Responder Network Authority ("FirstNet Authority") is an independent authority within the U.S. Department of Commerce. Chartered in 2012, the FirstNet Authority is charged with carrying out public safety's vision of FirstNet, bringing first responders a dedicated communications ecosystem. The FirstNet Authority consulted extensively with each state, tribes, local governments, and the public safety community regarding how FirstNet will be deployed.

5.2. AT&T FirstNet Partnership

Through a first-of-its-kind public-private partnership with FirstNet, AT&T is responsible for building, maintaining, operating, and upgrading FirstNet for the next 25 years. AT&T is upgrading its existing wireless sites and building new wireless facilities to deploy the wireless spectrum set aside for public safety—Band 14. Band 14 is designed to be reliable, functional, safe, and secure and provide optimal levels of operational capacity at all times. Additionally, as of January 1, 2018, FirstNet users have access to FirstNet on all AT&T commercial LTE bands, allowing them to also benefit from AT&T's overall improvements to its commercial network.

Simply put, FirstNet provides public safety users with the assurance of network access whenever they need it. Accordingly, AT&T must closely consider location, lease, and facility requirements for the siting, placement, and operation of FirstNet facilities to ensure that, over the course of its 25-year partnership, appropriate accommodations can be made to support the evolving mission-critical services of FirstNet.

5.3. FirstNet Coverage

FirstNet, built by AT&T, will span all 50 states, five U.S. territories, and the District of Columbia, including rural communities and tribal lands in those states and territories. As an all-band solution, FirstNet is built on AT&T's commercial LTE bands in addition to Band 14. This gives FirstNet users access to even more coverage and capacity.

5.4. FirstNet Core

FirstNet is a separate communications platform operating on a physically separate, dedicated core that is purpose-built for public safety based on their specifications and requirements. The FirstNet core is built on physically separate hardware, which effectively separate public safety's traffic from commercial traffic. The FirstNet core is also monitored 24/7/365 by a dedicated Security Operations Center with a dedicated team of experts.

5.5. Priority and Preemption

A key differentiator of FirstNet is always-on priority and preemption with multiple priority levels that primary users can allocate as needed. This technology is available to FirstNet users over the AT&T LTE commercial bands and Band 14.

Priority means first responders connect first. Priority moves first responders to the front of the “communications line,” prioritizing their network needs—they don’t have to compete with non-emergency users for a connection.

Preemption goes a step further to make sure first responders can access FirstNet when they need to, 24/7/365. Preemption helps ensure first responders have the bandwidth they need, when they need it most—when the communications line becomes crowded, preemption shifts non-emergency traffic, freeing up space for FirstNet users to easily get through. Calls or texts to 911 will never be preempted or shifted from the network.

6. APPLICABLE LAW

6.1. Local Codes, Policies, and Procedures

6.1.1. Zoning and Development Standards. As described in **Attachment 2—Statement of Code Compliance**, the proposed Facility meets all applicable standards and criteria for approval in the Moscow City Code.

6.1.2. Review Procedure. Per MCC 4-3-4, the proposed Facility is subject to approval through a conditional use permit in the NB zone.

6.1.3. Comprehensive Plan. One of the goals of Chapter 5 of the City of Moscow Comprehensive Plan is to “plan for and provide the efficient and effective delivery of emergency services to the Community today and in the future.” A goal of Chapter 6 is to “Enhance and strengthen the regional economy utilizing the strengths and assets of the region.”

Residents and businesses increasingly rely on the ability to use their phones and other wireless devices both indoors and outdoors. The proposed Facility will support existing and future development as well as enhance public safety by improving emergency responses through improved connectivity for making emergency calls and access to a more reliable 4G LTE network.

6.2. Federal Law

Federal law, primarily found in the Telecommunications Act of 1996 (“Telecom Act”), acknowledges a local jurisdiction’s zoning authority over proposed wireless facilities but limits the exercise of that authority in several important ways.

6.2.1. Local jurisdictions may not materially limit or inhibit. The Telecom Act prohibits a local jurisdiction from taking any action on a wireless siting permit that “prohibit[s] or [has] the effect of prohibiting the provision of personal wireless services.” 47 U.S.C. § 332(c)(7)(B)(i)(II). According to the Federal Communications Commission (“FCC”) Order adopted in September 2018,² a local jurisdiction’s action has the effect of prohibiting the provision of wireless services when it “materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.”³ Under the FCC Order, an applicant need not prove it has a significant gap in coverage; it may demonstrate the need for a new wireless facility in terms of adding

² *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Declaratory Ruling and Third Report and Order, WT Docket No. 17-79, WC Docket No. 17-84, FCC 18-133 (rel. Sept. 27, 2018); 83 Fed. Reg. 51867 (Oct. 15, 2018) (“FCC Order”).

³ *Id.* at ¶ 35.

capacity, updating to new technologies, and/or maintaining high quality service.⁴

While an applicant is no longer required to show a significant gap in service coverage, in the Ninth Circuit, a local jurisdiction clearly violates section 332(c)(7)(B)(i)(II) when it prevents a wireless carrier from using the least intrusive means to fill a significant gap in service coverage. *T-Mobile U.S.A., Inc. v. City of Anacortes*, 572 F.3d 987, 988 (9th Cir. 2009).

- **Significant Gap.** Reliable in-building coverage is now a necessity and every community's expectation. Consistent with the abandonment of land line telephones and reliance on only wireless communications, federal courts now recognize that a "significant gap" can exist based on inadequate in-building coverage. See, e.g., *T-Mobile Central, LLC v. Unified Government of Wyandotte County/Kansas City*, 528 F. Supp. 2d 1128, 1168-69 (D.Kan. 2007), *affirmed in part*, 546 F.3d 1299 (10th Cir. 2008); *MetroPCS, Inc. v. City and County of San Francisco*, 2006 WL 1699580, *10-11 (N.D. Cal. 2006).
- **Least Intrusive Means.** The least intrusive means standard "requires that the provider 'show that the manner in which it proposes to fill the significant gap in service is the least intrusive on the values that the denial sought to serve.'" 572 F.3d at 995, *quoting MetroPCS, Inc. v. City of San Francisco*, 400 F.3d 715, 734 (9th Cir. 2005). These values are reflected by the local code's preferences and siting requirements.

6.2.2. Environmental and health effects prohibited from consideration. Also under the Telecom Act, a jurisdiction is prohibited from considering the environmental effects of RF emissions (including health effects) of the proposed site if the site will operate in compliance with federal regulations. 47 U.S.C. § 332(c)(7)(B)(iv). AT&T will submit prior to building permit issuance a statement from its radio frequency engineers demonstrating that the proposed facility will operate in accordance with the Federal Communications Commission's RF emissions regulations. Accordingly, this issue is preempted under federal law and any testimony or documents introduced relating to the environmental or health effects of the proposed Facility should be disregarded in this proceeding.

6.2.3. No discrimination amongst providers. Local jurisdiction also may not discriminate amongst providers of functionally equivalent services. 47 U.S.C. § 332(c)(7)(B)(i)(I). A jurisdiction must be able to provide plausible reasons for disparate treatment of different providers' applications for similarly situated facilities.

6.2.4. Shot Clock. Finally, the Telecom Act requires local jurisdictions to act upon applications for wireless communications sites within a "reasonable" period of time. 47

⁴ Id. at ¶¶ 34-42.

U.S.C. § 332(c)(7)(B)(ii). The FCC has issued a “Shot Clock” rule to establish a deadline for the issuance of land use permits for wireless facilities. 47 C.F.R. § 1.6001, *et seq.* A presumptively reasonable period of time for a local government to act on all relevant applications for a “macro” wireless facility on a new structure is 150 days. 47 C.F.R. § 1.6003(c)(1)(iv). The Shot Clock date is determined by counting forward 150 calendar days from the day after the date of submittal, including any required pre-application period. 47 C.F.R. § 1.6003(e).

Pursuant to federal law, the reasonable time period for review of this application is 150 days.

7. CONCLUSION

The proposed Facility meets all requirements of the MCC, and Parallel respectfully requests that the City approve this proposal subject only to the City’s standard conditions of approval.

Submitted By: Gregory Busch, Program Manager, Wireless Policy Group LLC

Signature:



Date:

February 19, 2021

CONDITIONAL USE PERMIT APPLICATION
City of Moscow, ID

Applicant: PI Tower Development LLC ("Parallel Infrastructure")
Primary Tenant: New Cingular Wireless PCS, LLC ("AT&T")

Applicant's Site ID: PIID321
Site Address: 1400 E 7th Street, Moscow, ID 83823
Coordinates: 46.729331, -116.982489 (NAD 83)

STATEMENT OF CODE COMPLIANCE

Applicant PI Tower Development LLC ("Parallel Infrastructure", hereafter referred to as "**Parallel**") provides this statement demonstrating compliance of the proposed 80-foot (80') wireless communication facility (the "Facility") designed as a church tower (the "Structure") with the following sections of the Moscow City Code ("**MCC**"):

- 1. MCC 4-3-5(H): Telecommunications Facilities**
- 2. MCC 4-8-4(B): Conditional Uses: Relevant Criteria and Standards**

1. MCC 4-3-5(H): Telecommunications Facilities

Section 4-3-5(H)(1) Applicability.

This Section shall apply to antenna towers, antenna support structures, antennas and their ancillary facilities (telecommunications facilities) any of which is used to provide commercial telecommunications services. This Section shall not apply to noncommercial antenna towers used exclusively as accessory to a residential use on the same lot.

APPLICANT RESPONSE: The proposed Facility is an Antenna Tower as defined by MCC 4-3-5(H)(3)(d) with Ancillary Facilities as defined by MCC 4-3-5(H)(3)(a).

Section 4-3-5(H)(2) Purpose.

The provisions of this Section are intended to ensure that telecommunications facilities are located, installed, maintained and removed in a manner that:

- a. Minimizes the number of antenna towers throughout the community;
- b. Encourages the co-location of telecommunications facilities;
- c. Encourages the use of existing buildings, light or utility poles, water towers or other structures for antenna mounting and discourages construction of new antenna towers;
- d. Ensures that telecommunications facilities are located and designed to minimize visual impact on the surroundings.

e. Ensures that regulation of telecommunications facilities does not have the effect of prohibiting the provision of telecommunications services, does not unreasonably discriminate among functionally equivalent providers of such services, and allows the provision of adequate area coverage by such services.

APPLICANT RESPONSE: This application promotes the purposes of this chapter by designing the Facility to accommodate at least three total carriers and selecting the location of the Facility such that it provides coverage superior to alternatives, thereby decreasing the need for additional towers. Additionally, the Facility is designed to minimize visual impact by maintaining the character of the adjacent property as a church, and incorporating a circular topper similar to the roof of the church.

Section 4-3-5(H)(4) General Use Regulations.

a. The installation of lattice towers is prohibited, as permitted as temporary antenna towers subject to Section 4.d. herein. Replacement, relocation or alteration of non-conforming lattice towers shall be subject to the Nonconformity Regulations in Section 4-1-7 of this Zoning Code.

b. A Conditional Use Permit shall be required before the installation, relocation, replacement, and/or alteration of an antenna tower that exceeds thirty-five (35) feet in height.

c. Except for small wireless facilities, which are subject to the standards contained in Section 6 herein, co-location shall be a permitted use within all zoning districts when located upon existing antenna towers and antenna support structures if the antenna extends no more than fifteen (15) feet above, and projects no more than eight (8) feet horizontally away from the existing tower or support structure. Any co-location of wireless facilities that exceed such limits shall require a Conditional Use Permit.

d. A temporary antenna tower as defined herein shall be a permitted use in all zoning districts, subject to site plan approval by the Zoning Administrator. The duration of the temporary antenna tower at the site shall not exceed the special event time or the time reasonably needed to repair the antenna tower in need of repair as determined by the Zoning Administrator.

APPLICANT RESPONSE: The proposed Facility is neither a lattice tower nor a temporary tower. The antenna tower is 80' tall and subject to approval through a Conditional Use Permit.

Section 4-3-5(H)(5) General Telecommunication Facility Development Standards.

a. Prohibited Towers. The installation of telecommunications facilities utilizing lattice towers or towers requiring supporting guy wires shall be prohibited.

APPLICANT RESPONSE: N/A

b. Antenna Tower Setback from Highway Right-of-Way. No antenna tower that exceeds sixty (60) feet in height shall be permitted within five hundred (500) feet of US Highway 95 and/or State Highway 8 rights-of-way unless the proposed site is in the U, MB, or I Zoning District, in which case the antenna tower shall be set back a minimum of one hundred (100) feet from said right-of-way.

APPLICANT RESPONSE: The proposed Facility is over 3,400 feet north of the State Highway 8 right-of-way and is not within five hundred feet of US Highway 95.

c. Antenna Tower Setback from Property Lines. Antenna towers shall be separated from the property line of any adjacent property zoned for residential uses at least a distance equal to the height of the antenna tower, and shall be separated from adjacent property lines in all other zones by at least a distance equal to one-half (1/2) the height of the antenna tower.

APPLICANT RESPONSE: The proposed Structure is further than eighty feet (80)' from adjacent property lines that are not part of the Church of the Nazarene campus.

d. Security. Every telecommunications facility shall be protected from unauthorized access by appropriate security measures.

APPLICANT RESPONSE: The proposed Facility will be surrounded by a six (6) foot high fence with two locked gates. Access to the interior of the Structure will be secured by a locked door.

e. Lighting. No antenna or antenna tower shall be lighted unless required by the Federal Aviation Administration or other state or federal agency having such authority, and such lighting shall not be more than the minimum required by such agency.

APPLICANT RESPONSE: No lighting is proposed.

f. Noise Reduction. Noise generating equipment shall be sound-buffered by means of baffling, barriers, or other suitable means to reduce sound level measured at the property line to no more than forty-five decibels (45 dB).

APPLICANT RESPONSE: The Facility will include up to two diesel generators that will be double contained and will be used in the event of a power outage. The generators will run once a week for approximately one hour for maintenance. The noise generated by the generators will comply with this requirement.

g. Signage. The placement of signage on antenna towers is prohibited, except for the placement of security signage, which shall not exceed six (6) square feet on each side of the antenna tower and shall not be located higher than six (6) feet above grade. Additionally, one security sign not to exceed one (1) square foot may be provided on each fifty (50) lineal feet of wall or fence enclosing the facility.

APPLICANT RESPONSE: No prohibited signage is proposed. Four crosses, one on each side of the Structure, are proposed for purposes of contributing to the property's visual character of a church.

h. Aesthetic Considerations.

i. Antenna towers shall be painted a neutral color consistent with the natural or built environment of the subject site and the surrounding area unless otherwise required by any State or Federal agency having such authority.

APPLICANT RESPONSE: The Structure will be painted using colors consistent with the built environment of the church compound, or a specific color that may be chosen by the City.

ii. Equipment shelters or cabinets shall have an exterior finish compatible with the natural or built environment of the subject site and the surrounding area and shall also comply with any design guidelines applicable to the particular zoning district in which the facility is located.

APPLICANT RESPONSE: Equipment shelters and cabinets will be fully screened by the surrounding six-foot (6') tall fence.

iii. Antennas and cables shall be of a color identical to or closely compatible with that of the structure to which they are attached unless otherwise required by the Federal Aviation Administration or any applicable state or federal agency. Telecommunications facilities located above ground in or directly adjacent to any residential zoning district shall be surrounded by a minimum six (6) foot high decorative wall constructed of brick, stone, or textured concrete block. Said wall shall be surrounded by a Type "A" Landscape Buffer Yard planted adjacent to said wall or fence or at an alternate location providing equal or better buffering. Telecommunications facilities in all other Zoning Districts shall be surrounded by a minimum six (6) foot high wall or solid or slatted fence. Said fence or wall shall be surrounded by a Type "A" Landscape Buffer Yard planted adjacent to said wall or fence or at an alternate location providing equal or better buffering.

APPLICANT RESPONSE: Antennas and cables will be fully concealed within the Structure above ground and will be screened at ground level by the surrounding six-foot (6') high fence. There is an approximately twenty-six foot (26') high arborvitae hedge immediately south of the Lease Area, providing better buffering from this angle than required. The proposed fence will be made of cedar (see Attachment 3 – Zoning Drawings, Sheet A-2) as part of the security and concealment features. Parallel is able to propose alternate designs at the City's request.

iv. Vehicle or outdoor storage on any antenna tower site is prohibited unless otherwise permitted by the Zoning District in which the tower is located.

APPLICANT RESPONSE: No vehicle or outdoor storage is proposed.

v. At least one (1) on-site parking stall with a vehicle turnaround area shall be provided at each antenna tower site. The parking area and driveway to it shall consist of asphalt, concrete, or gravel.

APPLICANT RESPONSE: See Attachment 3 – Zoning and Elevation Drawings – Sheet A-1.3 for Asphalt Parking Area.

vi. Ancillary facilities located above ground for antennas shall be set back a minimum of fifty (50) feet from any adjacent property that is either located within a residential zoning district or utilized for residential purposes, unless the applicant can demonstrate that the specific proposal will present no greater adverse visual and audio impacts to surrounding properties.

APPLICANT RESPONSE: Ancillary facilities are set back greater than fifty (50) feet from adjacent properties not part of the Church of the Nazarene campus.

i. Co-location Consent for New or Existing Antennal Towers.

i. Existing Antenna Towers. Prior to the issuance of any permit to relocate, alter or modify any antenna tower, the tower owner shall provide to the City a notarized written commitment to make said antenna tower available for use by others subject to technical and structural limitations and reasonable financial terms. The failure of an antenna tower owner to agree to shared use or to negotiate in good faith with potential users shall be unlawful and, among other remedies of the City, shall be just cause for the withholding of the issuance of future antenna tower permits to such an owner as well as revocation of antenna tower permits for any antenna tower on which co-location is refused or unreasonably hindered.

APPLICANT RESPONSE: N/A

ii. New Antenna Towers. Any new or relocated antenna tower eighty (80) feet or greater in height shall be designed and constructed to accommodate at least two (2) additional users unless a larger number of users needs to be accommodated as indicated by the response to the Notice provisions herein. As an alternative, a smaller tower may be approved if the tower owner commits in writing to “swap out” to a larger tower when needed to allow co-location space for additional service providers. A notarized written commitment to shared use as specified in Subsection 5.j.i above shall be submitted to the Zoning Administrator by the antenna tower applicant. The failure of the owner of an antenna tower built with a capacity for shared use to negotiate in good faith with potential users shall be unlawful and shall be a violation of this Ordinance and, among other remedies of the City, shall be just cause for the withholding of the issuance of future antenna tower permits to such an owner as well as revocation of antenna tower permits for any antenna tower on which co-location is refused or unreasonably hindered.

APPLICANT RESPONSE: The Facility is designed to accommodate at least two (2) additional users beyond the primary tenant, which is currently AT&T. T-Mobile is expected to collocate as well. For further requirements, see Attachment 10 – Notarized Written Commitment to Collocate.

j. Antenna Tower Inventories. Prior to the issuance of any permit to install, relocate, replace or alter any antenna tower, the tower owner shall furnish the Zoning Administrator an inventory of all of the owner’s antennas and antenna towers in the City of Moscow and within one (1) mile of the City limit boundary. The inventory shall include the reference name or number, or other description of location including a site map(s), structure type, height, type of antenna tower(s) or antenna support structure(s) and height of all existing antennas and an assessment of available ground space for the placement of additional equipment shelters for potential future users.

APPLICANT RESPONSE: Parallel currently does not own any antenna towers within the City of Moscow or within one (1) mile of the City limit boundary.

k. Notice of Antenna Tower Permit Applications. The applicant for any antenna tower permit shall have a copy of the application and a summary containing the height, design, location, type and frequency of antennas delivered by certified mail to all known and potential antenna tower users within the service area. Proof of such delivery of the summary shall be submitted with the permit application to the City. Such notification shall be so mailed no less than sixty (60) days prior to the public hearing at which the application will be considered and shall specifically solicit co-location discussion between the applicant and recipients of the notice. The Zoning Administrator may establish a form required to be used for such notifications. Upon request, the Zoning Administrator shall place on a list the name and address of any user or prospective user of antenna towers to receive notification of applications. The failure of the party receiving such Notice to use this process or respond to any such Notice may be considered cause for denying requests by such party for antenna tower permits. Such response shall be provided in writing to the Zoning Administrator within forty-five (45) days of mailing and shall contain a statement specifying desire to co-locate on the applicant’s proposed tower and a statement regarding the responder’s ability to accommodate the needs of the applicant on an existing tower or support structure owned or operated by the responder.

APPLICANT RESPONSE: See Attachment 12 – Notice to Providers and Certified Mail Labels for form of notice sent to the list of all known and potential antenna towers users provided by the City of Moscow to Parallel. The attached notice and copies of this Application are being sent concurrently to each listed potential antenna tower users, and proof of delivery will be provided to the City as it is obtained.

Section 4-3-5(H)(6) Small Wireless Facility Standards.

APPLICANT RESPONSE: The proposed Facility is not a Small Wireless Facility. Therefore, this section is not applicable.

Section 4-3-5(H)(7) Permits Required.

a. A building permit shall be required to construct, install, relocate, replace, or alter any antenna tower. An administrative zoning permit shall be required to locate or replace any antenna on an antenna tower or antenna support structure. A Conditional Use Permit shall be required as specified in Section 4 herein.

APPLICANT RESPONSE: Building permit for construction of the Facility to be applied for upon approval of the Conditional Use Permit, with additional information described below.

b. An application for any of the above-mentioned permits shall include or be accompanied by all of the information necessary to determine and document compliance with the regulations established herein. Where no application or permit form exists, the application shall be in the form of a letter signed and dated by the applicant, and the permit issuance shall be in the form of a letter of approval signed and dated by the Zoning Administrator or a dated signature by the Zoning Administrator on the applicable site plan.

APPLICANT RESPONSE: Application for Conditional Use Permit is attached, as is the \$500 fee.

c. Specific permit application submittal requirements shall be determined by the Zoning Administrator and may include, but are not limited to, the following:

i. Permit application.

APPLICANT RESPONSE: Submitted electronically.

ii. Site plan.

APPLICANT RESPONSE: See Attachment 3 — Zoning and Elevation Drawings.

iii. Elevation drawing(s) of the antenna tower or antenna support structure, antenna(s) and ancillary facilities.

APPLICANT RESPONSE: See Attachment 3 — Zoning and Elevation Drawings.

iv. Photo simulations from three different perspectives of the installation site illustrating the anticipated visual appearance of the proposed wireless facility (not required for small wireless facilities).

APPLICANT RESPONSE: See Attachment 4 — Photo Simulations.

v. Description of proposed and required lighting including light locations. Documentation of required lighting, as specified in Section 5.e. herein, may be deferred until prior to issuance of building permit if not available at time of application submittal.

APPLICANT RESPONSE: No lighting is proposed.

vi. Any plans necessary to depict structural requirements.

APPLICANT RESPONSE: See Attachment 3 — Zoning and Elevation Drawings.

vii. Description of the number and types of antennas being proposed, as well as the expected or known capacity of the antenna tower in terms of the number of antennas the antenna tower can accommodate.

APPLICANT RESPONSE: See Attachment 3 — Zoning and Elevation Drawings. The Structure is expected to be able to accommodate three RAD centers of up to three sectors of four antennas each, for a total potential capacity of up to 36 antennas and associated equipment concealed fully within the Structure.

viii. Antenna tower or antenna location study specifying the search process by which the proposed site was chosen.

APPLICANT RESPONSE: See Attachment 1- Project Narrative as well as Attachment 6 – AT&T RF Justification.

ix. Antenna tower inventory as specified in Section 5.j. herein.

APPLICANT RESPONSE: Parallel currently does not own any antenna towers within the City of Moscow or within one (1) mile of the City limit boundary.

x. Notarized written commitment to allow co-location/shared use as specified in Section 5.i.i. herein (not required for small wireless facilities).

APPLICANT RESPONSE: See Attachment 10 – Notarized Written Commitment to Collocate.

xi. Documentation by a certified radio frequency engineer demonstrating compliance with current non-ionizing electromagnetic radiation (NIER) or radio frequency (RF) emissions standards as established by the Federal Communications Commission (FCC). Such documentation may be deferred until prior to issuance of building permit if not available at time of application submittal. Upon the construction of a small wireless facility, the City reserves the right to conduct annual NIER and RF emissions testing, as permitted by Federal and State regulations, by a certified radio frequency engineer to verify that the facility is in compliance with FCC standards. If the facility is found to not be in compliance with FCC standards, the City shall require the facility to be brought into compliance in accordance with the applicable Master License Agreement.

APPLICANT RESPONSE: Parallel requests this documentation be deferred until prior to issuance of building permit, as it is not currently available.

xii. Current FCC license to operate.

APPLICANT RESPONSE: See Attachment 7 – AT&T FCC Licenses.

xiii. Documentation of a review by the Federal Aviation Administration (FAA) and/or the Aviation Division of the Idaho Transportation Department (ITD). Such documentation may be deferred until prior to issuance of building permit if not available at time of application submittal.

APPLICANT RESPONSE: See Attachment 8 – FAA Determination of No Hazard for prior determination of earlier design. Parallel requests that updated documentation be deferred until issuance of building permit.

xiv. Name and address of the property owner, telecommunications service provider, and owner of the telecommunications facility on the permit application, and a written statement of approval of the application by the property owner.

APPLICANT RESPONSE: See Attachment 1, Page 1 for specific information. See Attachment 9 – Written Statement of Approval by Property Owner for e-mail documentation of approval by Church of the Nazarene.

xv. Description of proposed security measures as required in Section 5.d. herein.

APPLICANT RESPONSE: See above.

xvi. A tree protection plan prepared by a certified arborist if the installation of the wireless telecommunication facility will be located within the canopy of a street tree, or within a ten-foot radius of the base of such a tree.

APPLICANT RESPONSE: N/A

Section 4-3-5(H)(7) Findings for a Conditional Use Permit.

a. Before a Conditional Use Permit for an antenna tower may be issued, the applicant must demonstrate, and the Zoning Board of Adjustment must find, compliance with all of the following:

i. No existing antenna towers or antenna support structures within the necessary geographic area for the applicant's antenna tower meet the applicant's requirements considering (a) height, (b) structural integrity, or (c) that there are other prohibitive conditions that render existing antenna towers or antenna support structures within the applicant's required geographic area unsuitable.

APPLICANT RESPONSE: See Attachment 1 – Project Narrative and Attachment 6 – AT&T RF Justification for specific information on the infeasibility of alternate antenna support structures in the immediate geographic area.

ii. That the design of the antenna tower, including the antennas and ancillary facilities, minimizes visual impact and otherwise complies with provisions and intent of this Section.

APPLICANT RESPONSE: The Structure is designed to minimize visual impact by maintaining the character of the campus as a church. The Structure will be painted consistent with the built environment and incorporate a circular topper similar to the roof of the church, as well as RF-transparent crosses on each side.

iii. That the proposed antenna tower location minimizes the number and/or size of antenna towers or antenna support structures that will be required in the area.

APPLICANT RESPONSE: The proposed Facility will minimize the number and size of towers in the area by accommodate at least three total carriers. The location of the Facility has been found to be superior to alternatives as shown in Attachment 6, thereby decreasing the need for additional towers.

iv. That the applicant has not previously failed to take advantage of reasonably available shared use opportunities or procedures provided by this Ordinance or otherwise.

These findings shall be required in addition to those required for the Reasoned Statement of Relevant Criteria and Standards provided in Section 4-8-4 of the Zoning Code.

APPLICANT RESPONSE: The Applicant has no prior history of failing to take advantage of reasonably available shared use opportunities or procedures provided by the City.

Section 4-3-5(H)(9) Abandonment and Removal.

a. All telecommunications facilities shall be removed by the owner of the facility, by the operator of the facility, and/or by the property owner within six (6) months of the time that the facility has substantially ceased being used to provide telecommunications services to the public. Removal shall not be required when the owner or operator of the facility has, within the aforementioned six (6) months, filed with the City a written request to reuse the antenna tower and the City has approved such request. Such written request shall detail the circumstances that justify why the antenna tower should not be removed, why it will be unused for six (6) months or more, and shall commit to a date certain, not to exceed twelve (12) months from the date of last use, by which time the antenna tower will again provide telecommunications services to the public. Before issuance of an antenna tower permit, the applicant for any antenna tower permit shall provide to the City financial security, such as but not limited to an open-ended bond, to ensure removal of the antenna tower and ancillary facilities after the facility is no longer being used to provide telecommunications services to the public.

APPLICANT RESPONSE: Acknowledged.

Section 4-3-5(H)(10) Affirmative Duty to Keep City Informed.

a. All telecommunications service providers having telecommunications facilities in the jurisdiction of the City shall be required to report in writing to the Zoning Administrator any change in the status of their operations. Change in status shall include, but is not limited to, the following:

- i. Change in or loss of license from the FCC to operate.
- ii. Receipt of notice of failure to comply with the regulations of any other authority having jurisdiction over the business or facility.
- iii. Change in ownership of the company that owns the telecommunications facilities or that provides telecommunications services.
- iv. Loss or termination of lease with the property owner or the owner of the telecommunications facilities.
- v. Abandonment of a facility or non-use of a facility for a period of six (6) months or longer.

APPLICANT RESPONSE: Acknowledged.

2. MCC 4-8-4(B): Conditional Uses: Relevant Criteria and Standards

Approval or denial of a Conditional Use Permit application shall be based upon the following criteria:

1. The proposed use is a conditionally permitted use within the Zoning District.

APPLICANT RESPONSE: The proposed Facility is subject to approval via a Conditional Use Permit per MCC 4-3-4.

2. The character of the proposed use will be in harmony with the neighborhood and surrounding land uses.

APPLICANT RESPONSE: The proposed use will maintain the character of the Church of the Nazarene campus as a church, and will incorporate design elements similar to the adjacent church building and be painted consistent with the built environment.

3. The proposed use as approved, or as approved with conditions, will not generate nuisances that would be injurious or detrimental to adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like).

APPLICANT RESPONSE: The proposed Facility will not generate nuisances to the adjoining properties or the neighborhood through noise, dust, glare, vibrations, or odors. All ground equipment will be fully screened with existing landscaping and a six foot (6') tall fence. Construction will create some noise that will last approximately one month. The proposed diesel generators will be double contained and will be used in the event of a power outage. The generators will run once a week for approximately one hour for maintenance, and comply with the noise regulations of the MCC.

4. The location, design, and size of the proposed use will be adequately served by existing streets, public facilities and services.

APPLICANT RESPONSE: The proposed Facility is located on a parcel that has access on all four sides of the Church of the Nazarene campus. Access will be via the existing parking lot.

5. The proposed use will not endanger the public health or safety if located where proposed.

APPLICANT RESPONSE: The proposed use will not endanger the public health or safety on the proposed site. Applicant and collocators will comply with all applicable federal and state regulations.

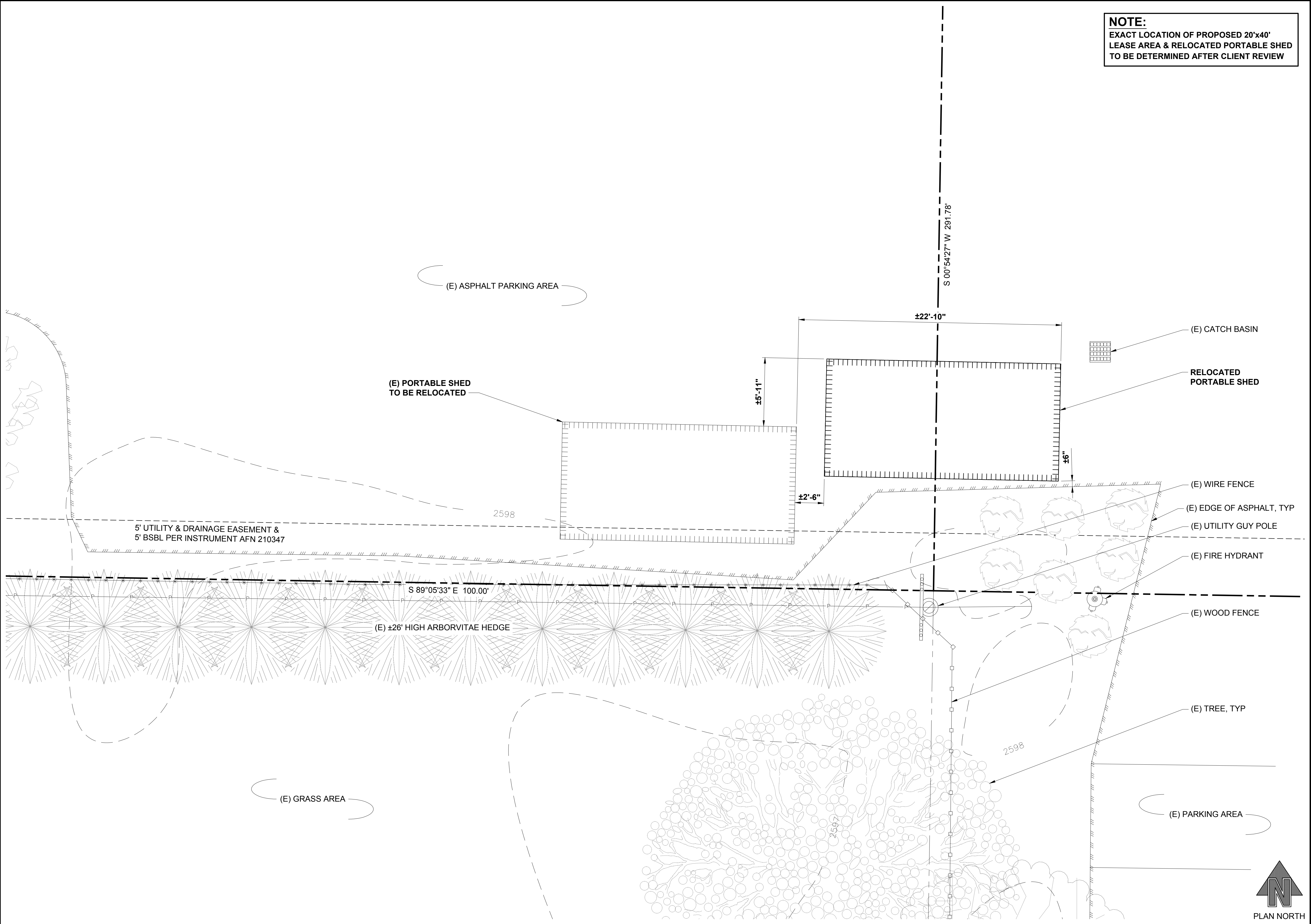
6. The proposed use meets all applicable development standards of the Zoning Code.

APPLICANT RESPONSE: The proposed Facility meets all applicable standards, as described above.

7. The proposed use will not be in conflict with the Comprehensive Plan.

APPLICANT RESPONSE: The proposed use will not be in conflict with the Comprehensive Plan. One of the goals of Chapter 5 of the City of Moscow Comprehensive Plan is to "plan for and provide the efficient and effective delivery of emergency services to the Community today and in the future." A goal of Chapter 6 is to "Enhance and strengthen the regional economy utilizing the strengths and assets of the region."

Residents and businesses increasingly rely on the ability to use their phones and other wireless devices both indoors and outdoors. The proposed Facility will support existing and future development as well as enhance public safety by improving emergency responses through improved connectivity for making emergency calls and access to a more reliable 4G LTE network.



EXISTING ENLARGED COMPOUND SITE PLAN

22x34 SCALE: 1/4" = 1'-0"

11x17 SCALE: 1/8" = 1'-0"

1

2

Parallel
INFRASTRUCTURE

PLANS PREPARED BY:

CORNERSTONE
ENGINEERING, INC.

16928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE: 425.487.1732
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

PIID321 SE MOSCOW

1400 E 7TH STREET
MOSCOW, ID 83823
LATAH COUNTY

ZONING			
REV:	DATE:	ISSUED FOR:	BY:
3	03-12-21	CMU WALL & LANDSCAPING	JRF
2	11-19-20	ADD PARALLEL LOGO	DRA
1	11-13-20	CLIENT COMMENT	DRA
0	10-29-20	FINAL / ADD CARRIERS	DMO

DRAWN BY:	CHK.:	APV.:
DMO	MWO	MWO

CURRENT ISSUE DATE:
03-16-21

LICENSURE:

PROFESSIONAL ENGINEER
REGISTERED
1663
STATE OF IDAHO
MARK W. OLSON
3-16-2021

JURISDICTIONAL APPROVAL:

PROPRIETARY INFORMATION:

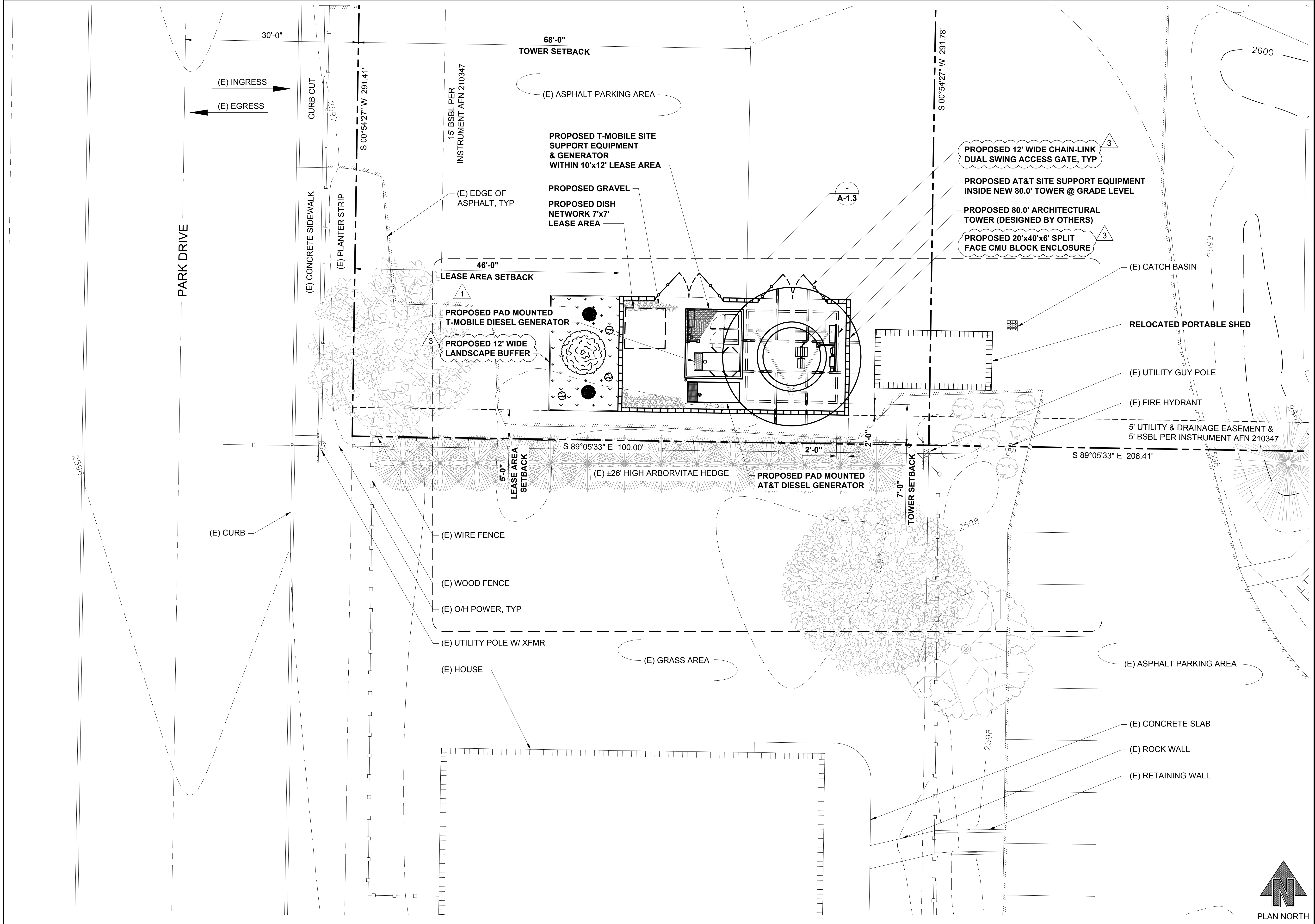
DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:

**EXISTING ENLARGED
COMPOUND SITE PLAN**

DRAWING NUMBER:

A-1.1	3
CEI JOB NUMBER:	NSB 20-55041



ENLARGED SITE PLAN

22x34 SCALE: 1/8" = 1'-0" 11x17 SCALE: 1/16" = 1'-0"

2

Parallel
INFRASTRUCTURE

PLANS PREPARED BY:

CORNERSTONE
ENGINEERING, INC.

16928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE: 425.487.1732
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

PIID321 SE MOSCOW

1400 E 7TH STREET
MOSCOW, ID 83823
LATAH COUNTY

ISSUED FOR:

ZONING

REV: DATE: ISSUED FOR: BY:

3	03-12-21	CMU WALL & LANDSCAPING	JRF
2	11-19-20	ADD PARALLEL LOGO	DRA
1	11-13-20	CLIENT COMMENT	DRA
0	10-29-20	FINAL / ADD CARRIERS	DMO

DRAWN BY: CHK.: APV.:

DMO	MWO	MWO
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CURRENT ISSUE DATE:

03-16-21

LICENSURE:

MARK W. OLSON
3-16-2021

JURISDICTIONAL APPROVAL:

PROPRIETARY INFORMATION:

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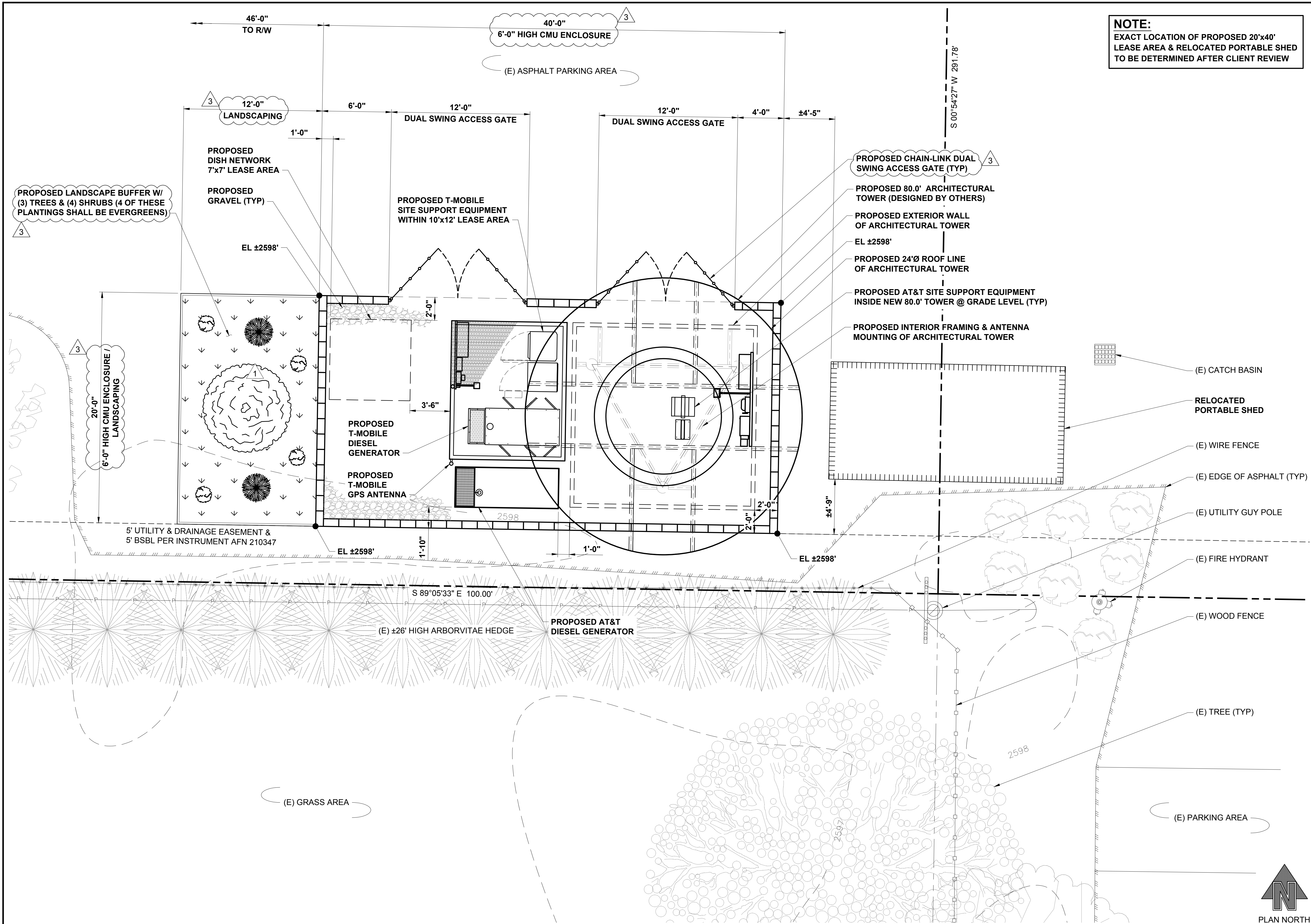
DRAWING TITLE:

PROPOSED ENLARGED SITE PLAN

DRAWING NUMBER:

A-1.2	3
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CEI JOB NUMBER: NSB 20-55041



NOTE:
EXACT LOCATION OF PROPOSED 20'x40'
LEASE AREA & RELOCATED PORTABLE SHED
TO BE DETERMINED AFTER CLIENT REVIEW



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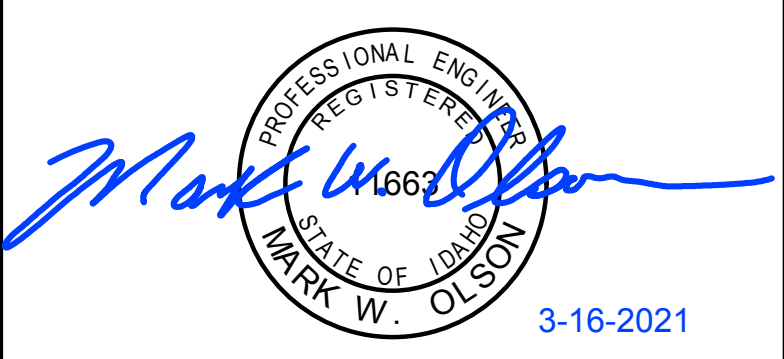
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PROPOSED ENLARGED
COMPOUND SITE PLAN

DRAWING NUMBER:

A-1.3

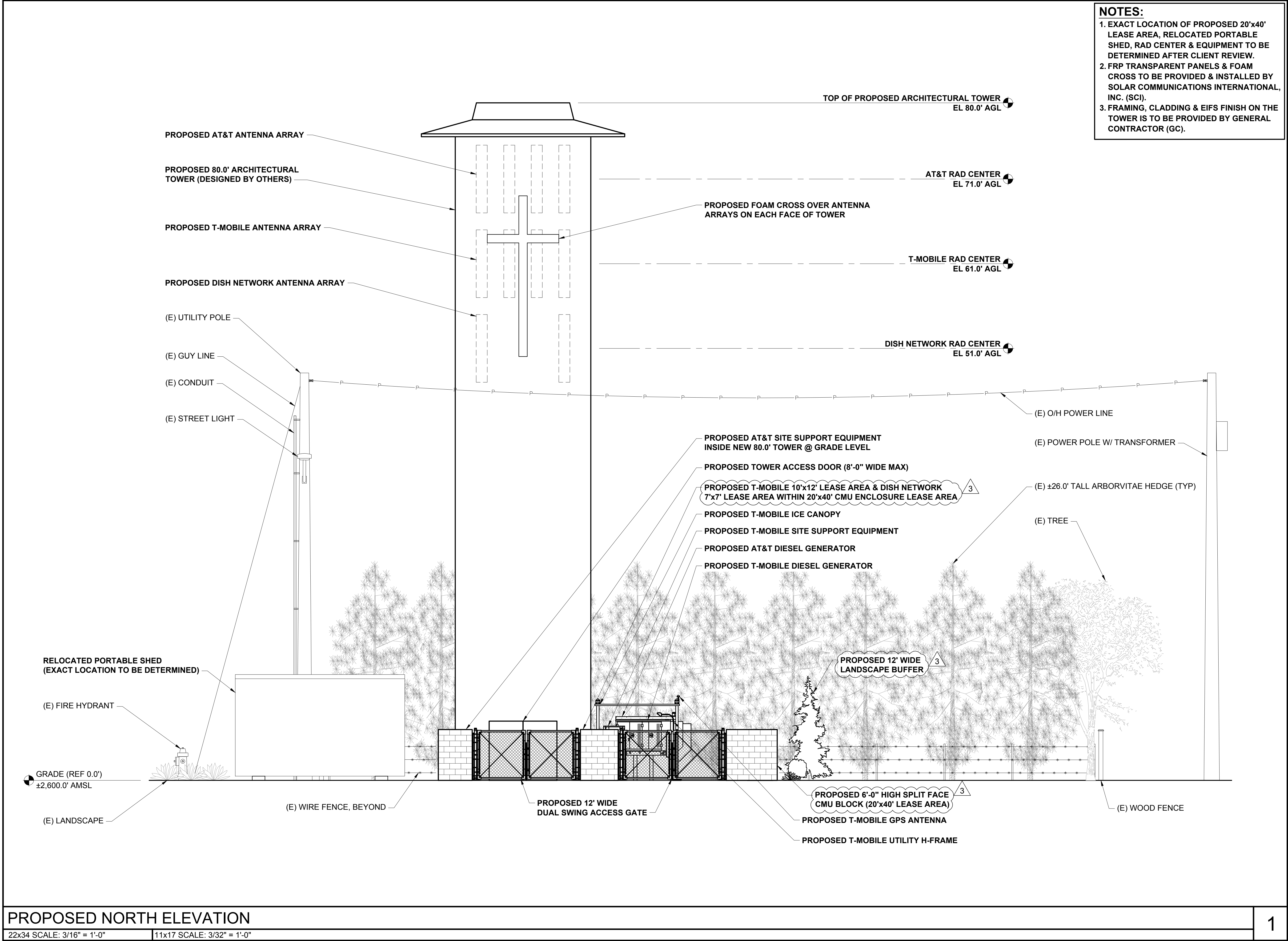
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CEI JOB NUMBER: NSB 20-55041

PROPOSED ENLARGED COMPOUND SITE PLAN

22x34 SCALE: 1/4" = 1'-0" 11x17 SCALE: 1/8" = 1'-0"

1



NOTES:

1. EXACT LOCATION OF PROPOSED 20'x40' LEASE AREA, RELOCATED PORTABLE SHED, RAD CENTER & EQUIPMENT TO BE DETERMINED AFTER CLIENT REVIEW.

2. FRP TRANSPARENT PANELS & FOAM CROSS TO BE PROVIDED & INSTALLED BY SOLAR COMMUNICATIONS INTERNATIONAL, INC. (SCI).

3. FRAMING, CLADDING & EIFS FINISH ON THE TOWER IS TO BE PROVIDED BY GENERAL CONTRACTOR (GC).

2

Parallel
INFRASTRUCTURE

PLANS PREPARED BY:

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ENGINEERING, INC.

16928 WOODINVILLE-REDMOND RD NE, SUITE 210
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DRAWN BY: CHK.: APV.:

DMO	MWO	MWO
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CURRENT ISSUE DATE:

03-16-21

LICENSURE:

PROFESSIONAL ENGINEER
REGISTERED
STATE OF IDAHO
MARK W. OLSON
1663
3-16-2021

JURISDICTIONAL APPROVAL:

PROPRIETARY INFORMATION:

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DRAWING TITLE:

PROPOSED NORTH ELEVATION

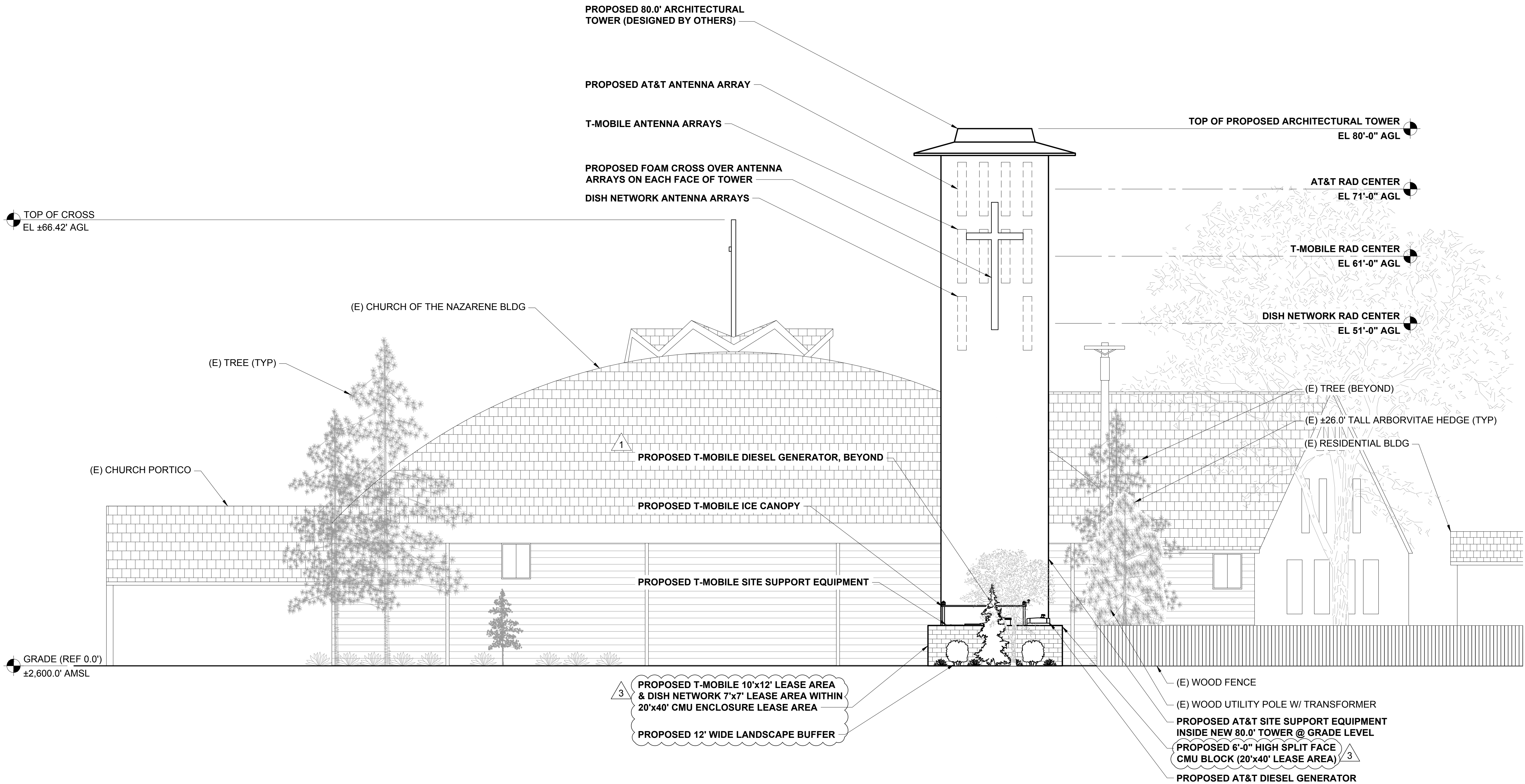
DRAWING NUMBER:

A-2	3
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CEI JOB NUMBER: NSB 20-55041

1

- NOTES:**
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 3. FRAMING, CLADDING & EIFS FINISH ON THE TOWER IS TO BE PROVIDED BY GENERAL CONTRACTOR (GC).



PROPOSED WEST ELEVATION

22x34 SCALE: 1/8" = 1'-0" 11x17 SCALE: 1/16" = 1'-0"



PLANS PREPARED BY:

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CURRENT ISSUE DATE:

03-16-21

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PROFESSIONAL ENGINEER
REGISTERED
STATE OF IDAHO
MARK W. OLSON
3-16-2021

JURISDICTIONAL APPROVAL:



PROPRIETARY INFORMATION:

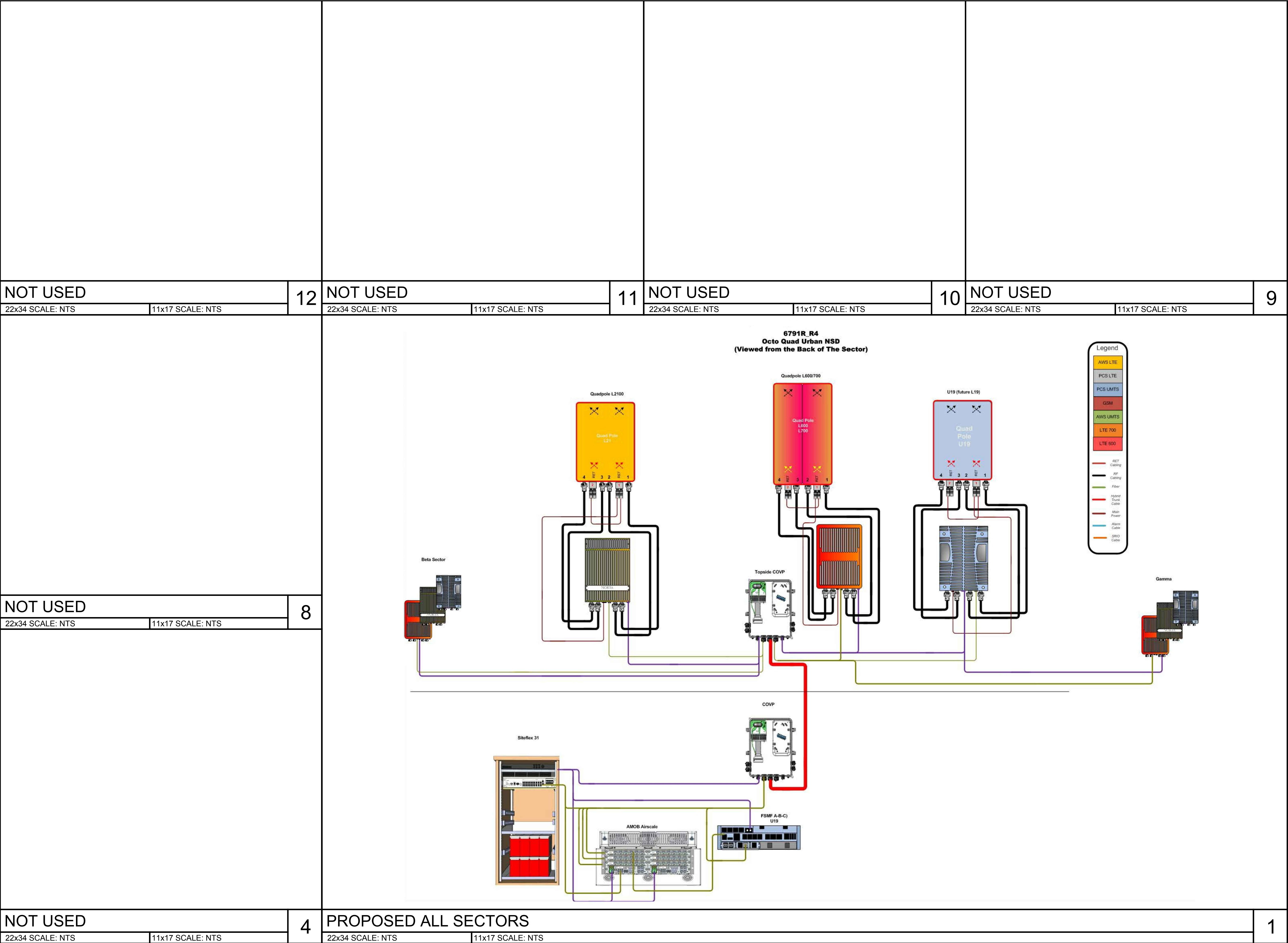
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DRAWING TITLE:

PROPOSED WEST ELEVATION

DRAWING NUMBER:

A-2.1	3
CEI JOB NUMBER:	NSB 20-55041

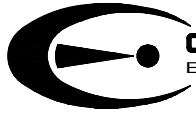


2



PARALLEL
INFRASTRUCTURE

PLANS PREPARED BY:



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WOODINVILLE, WA 98072
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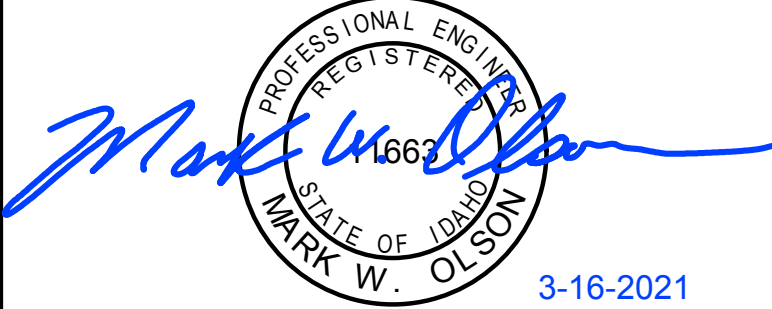
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DRAWING TITLE:

T- MOBILE RF DETAILS

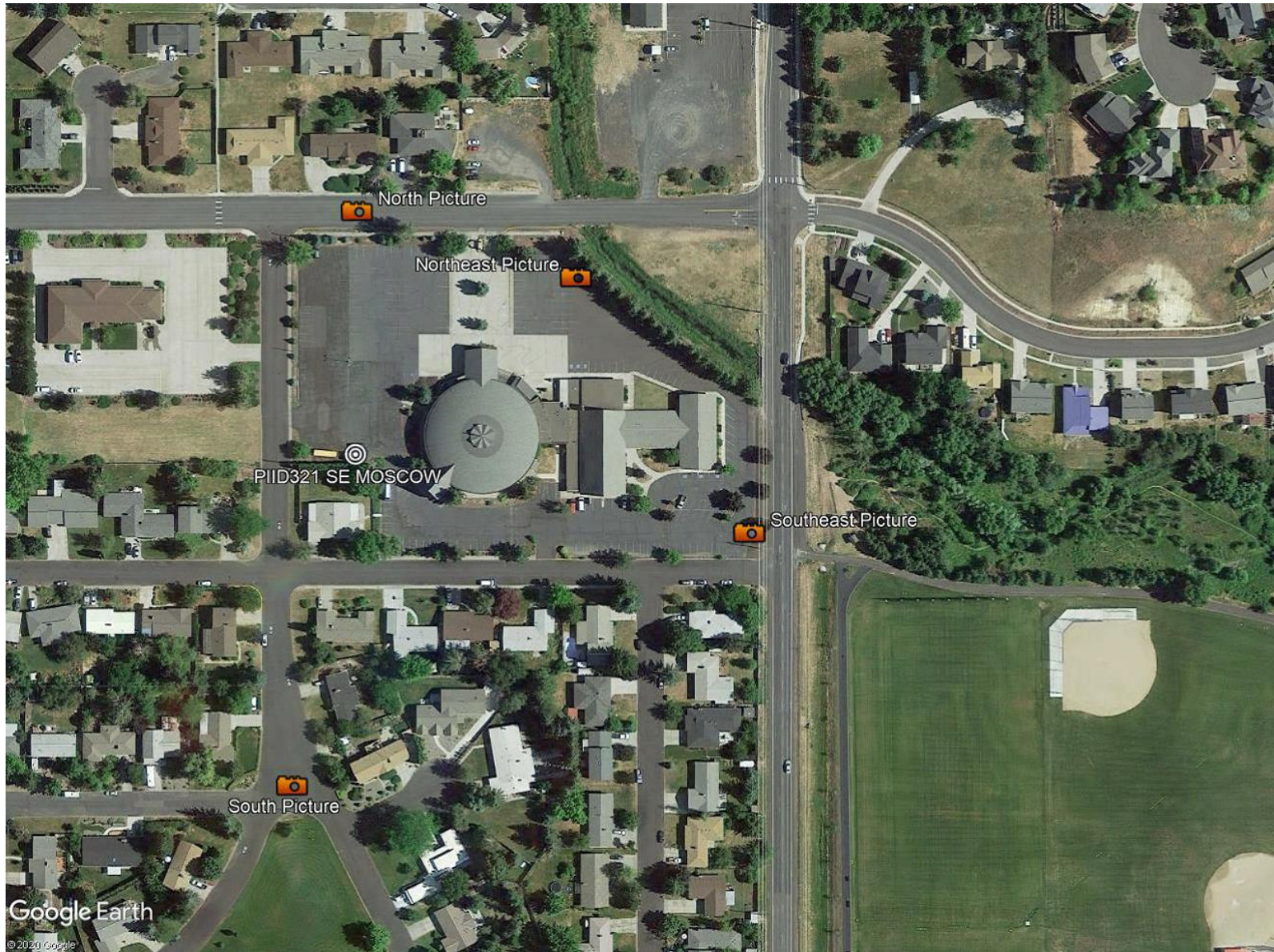
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CEI JOB NUMBER: NSB 20-55041

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Recieved 02-19-2021



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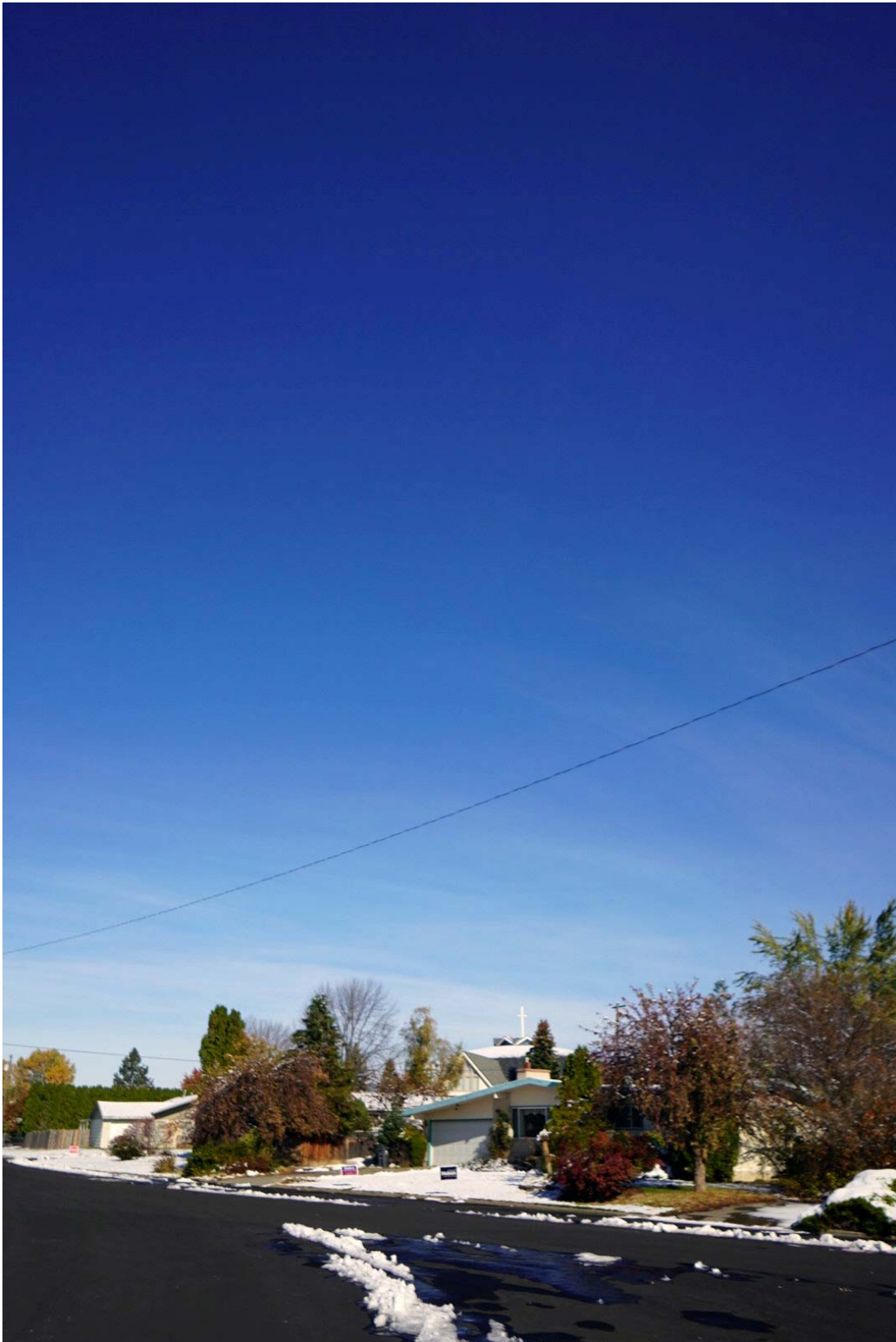
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PIID321 SE MOSCOW
EXISTING SOUTHEAST ELEVATION



Recieved 02-19-2021

PIID321 SE MOSCOW
PROPOSED SOUTHEAST ELEVATION



PIID321 SE MOSCOW
EXISTING SOUTH ELEVATION



Received 02-19-2021



PIID321 SE MOSCOW
PROPOSED SOUTH ELEVATION



Recieved 02-19-2021

**AT&T**

Len F. Dalton
AREA MANAGER

ACCESS, CONSTRUCTION and ENGINEERING
19801 SW 72nd Ave
Suite 110
Tualatin, OR 97062

T - 971.254.5453
Len.Dalton@att.com

LUP2021-0004

February 8, 2021

City of Moscow
Community Planning & Design
PO Box 9203
Moscow, ID 83843

VIA EMAIL

**RE: AT&T Site # LM0572
Proposed Wireless Facilities at 1400 E 7th Street, Moscow, ID 83823
Statement of Need and RF Justification**

Dear Sir or Madam:

Please accept this letter expressing the need for New Cingular Wireless PCS, LLC ("AT&T") to collocate a wireless facility on Parallel Infrastructure's proposed antenna tower at 1400 E 7th Street, described in the accompanying application.

The proposed facility is a service coverage and capacity site intended to provide new dominant 4G LTE coverage and enhanced capacity in and around east Moscow. Currently, portions of east Moscow have minimal to no 4G voice service and AT&T's existing 4G LTE coverage in the area is at or near its capacity and is insufficient for the volume of traffic.

As shown in the RF Justification included in this application, AT&T's Radio Frequency (RF) engineers have determined that the proposed 75 ft. antenna tip height is the minimum necessary to meet AT&T's service objectives within east Moscow.

The proposed facility will support AT&T's service objectives to provide continuous and uninterrupted outdoor, in-vehicle, and in-building wireless service within east Moscow, resulting in fewer dropped calls, improved call quality, and improved access to additional wireless services the public now demands (including emergency 911 calls).

Sincerely,

Len F. Dalton
Area Manager - PNW
ATT Mobility - ACE West

January 1, 2018

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LM0572 SE Moscow RF Justification

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SERVICE OBJECTIVES & TARGETED SERVICE AREA

AT&T is proposing to install a new wireless communication facility (“WCF” and/or “Facility”) LM0572, as a collocation on a new support tower at 1400 E 7th Street, Moscow, ID.

In addition to AT&T 4G LTE commercial facilities, this proposed WCF will include facilities to support the FirstNet Network. As a FirstNet site, this proposed WCF is part of a more significant initiative by AT&T to upgrade existing wireless sites and to build new sites to support FirstNet and deploy the new frequency band for first responders (“Band 14”).

Service Objectives—Proposed New Facility

The proposed Facility is a service coverage and capacity site intended to provide new dominant 4G LTE coverage and enhanced capacity in and around east Moscow (the “Targeted Service Area”). Currently, portions of east Moscow have minimal to no 4G voice service and AT&T’s existing 4G LTE coverage in the area is at or near its capacity and is insufficient for the volume of traffic.

As determined by AT&T’s RF engineers, the proposed new Facility meets AT&T’s service objectives to provide continuous and uninterrupted outdoor, in-vehicle, and in-building wireless service within the Targeted Service Area, resulting in fewer dropped calls, improved call quality, and improved access to additional wireless services the public now demands (including emergency 911 calls). The service objective, Targeted Service Area, and proposed location were determined by AT&T’s RF engineers through a combined analysis of market demand, customer complaints, service requests, and RF engineering design (including SINR metrics).

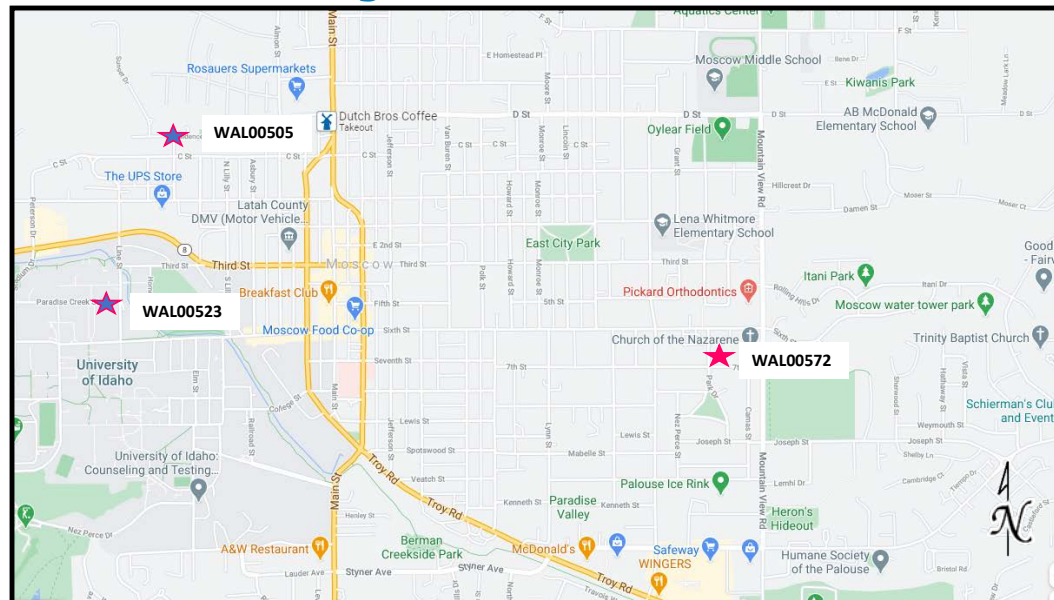
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SEARCH RING

AT&T's RF engineers performed an RF engineering study—considering multiple objectives—to determine the approximate site location and antenna height required to best fulfill the noted service objectives within the Targeted Service Area. From this study, AT&T's RF engineers identified a “search ring” area, as shown in **Figure A—Search Ring**, below, where a new wireless facility may be located to provide effective service in the Targeted Service Area. A discussion of the general methodology AT&T's RF engineers used to identify the search ring is included at the end of this RF Justification document.

Radio frequency broadcasts travel in a straight line and diminish as they travel further away from the antennas; therefore, it is generally best to locate a facility near the center of the identified Search Ring and Targeted Service Area. Furthermore, as the proposed WCF is intended to close a specific coverage gap and offload capacity in a specific area it is even more important for the Facility to be strategically located to be able to close existing coverage gaps and establish a dominant signal within the Targeted Service Area—*i.e.* so that the new site will provide dominant service to users' handsets and prevent them from communicating with AT&T's other existing sites, thereby improving operational efficiency and relieving some of the burden on AT&T's existing facilities by offloading users' data requirements to the new site.

Figure A—Search Ring



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PROPOSED NEW AT&T FACILITY

Antennas and Equipment

To meet AT&T's service objectives within the Targeted Service Area, AT&T is proposing to install up to twelve (12) panel antennas and twelve (18) remote radio head (RRH) units, together with all associated equipment.

Required Antenna Height

As the proposed new Facility is intended to close coverage gaps and enhance existing capacity, in addition to location, height plays a significant role in ensuring the facility meets AT&T's service objectives. The proposed antenna tip height was determined by considering various factors such as the height of surrounding wireless sites, ground elevation, obstructions to the signal, and the surrounding terrain. For optimal service performance within the Targeted Service Area, AT&T's RF engineers estimated that a 150ft antenna tip height is needed. Because a 150ft antenna tip height is not logistically obtainable, AT&T's RF engineers determined that the proposed 75ft antenna tip height is the minimum necessary to meet AT&T's service objectives within the Targeted Service Area. As further demonstrated herein, a lower antenna tip height at this location would not provide the needed new service to close the coverage gaps and enhance capacity improvement within the Targeted Service Area. The proposed antenna tip height is also the minimum height where an AT&T wireless device can be reliably used to make and receive telephone calls and use data service in the presence of varying signals.

Projected New Coverage

Based upon the proposed location, equipment, and antenna tip height, AT&T's RF engineers project that the proposed new Facility will provide the following new and enhanced AT&T 4G LTE coverage within the Targeted Service Area.

Figure B—Existing AT&T 4G LTE Coverage shows existing AT&T 4G LTE wireless services in the general area of the proposed new WCF, which demonstrates the current gap in coverage in the Targeted Service Area. As can be seen, there is a coverage gap in all areas not shaded in green.

Figure C.1—New AT&T 4G LTE Coverage identifies the projected new AT&T 4G LTE coverage from the proposed new WCF with the requested antenna tip height of 75ft.

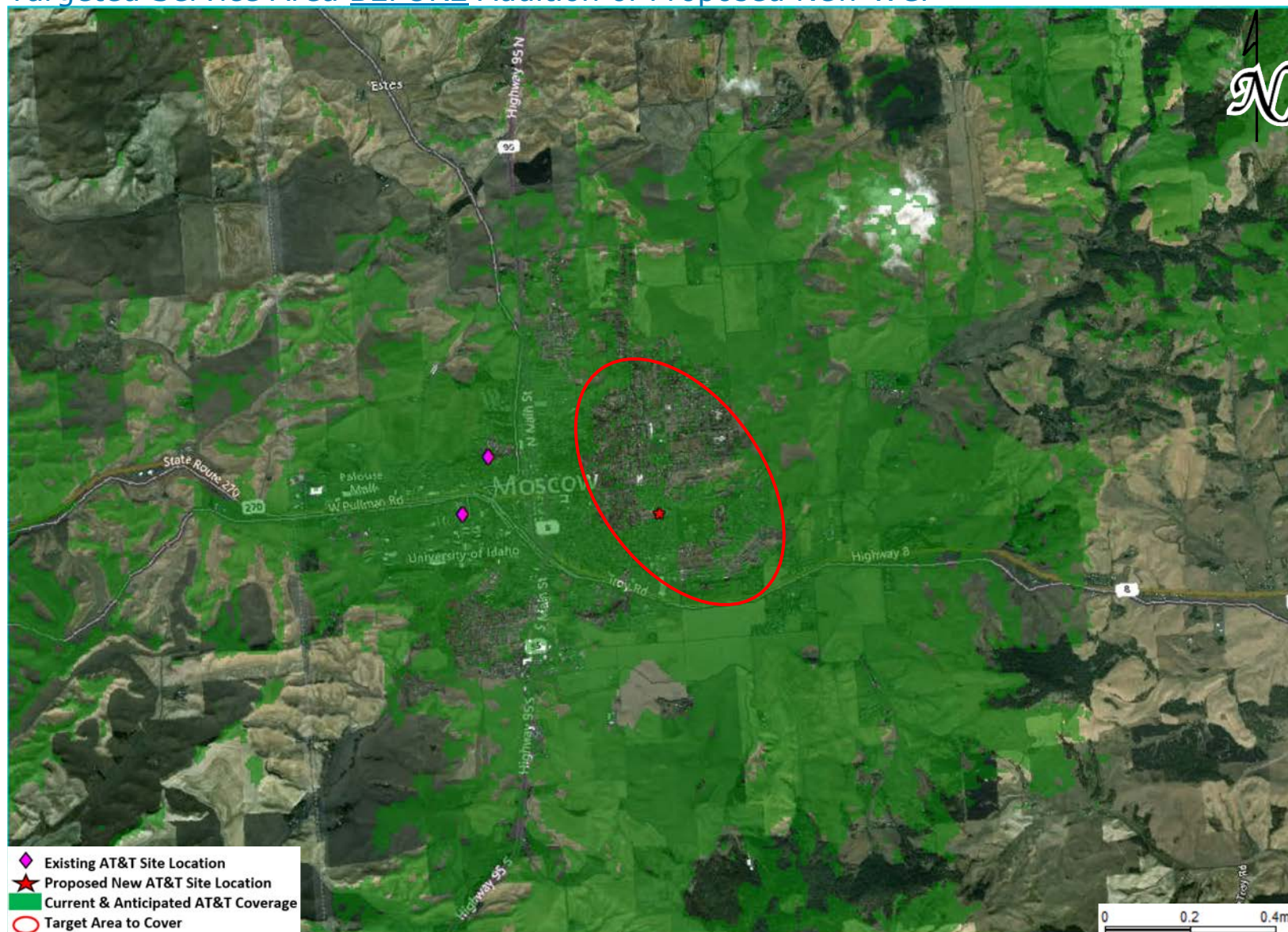
Figure C.2—New AT&T 4G LTE Coverage—ZOOMED IN specifically zooms in to show the projected new AT&T 4G LTE coverage within the Targeted Service Area from the proposed new WCF with the requested antenna tip height of 75ft.

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Figure B—Existing AT&T 4G LTE Coverage

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Targeted Service Area BEFORE Addition of Proposed New WCF



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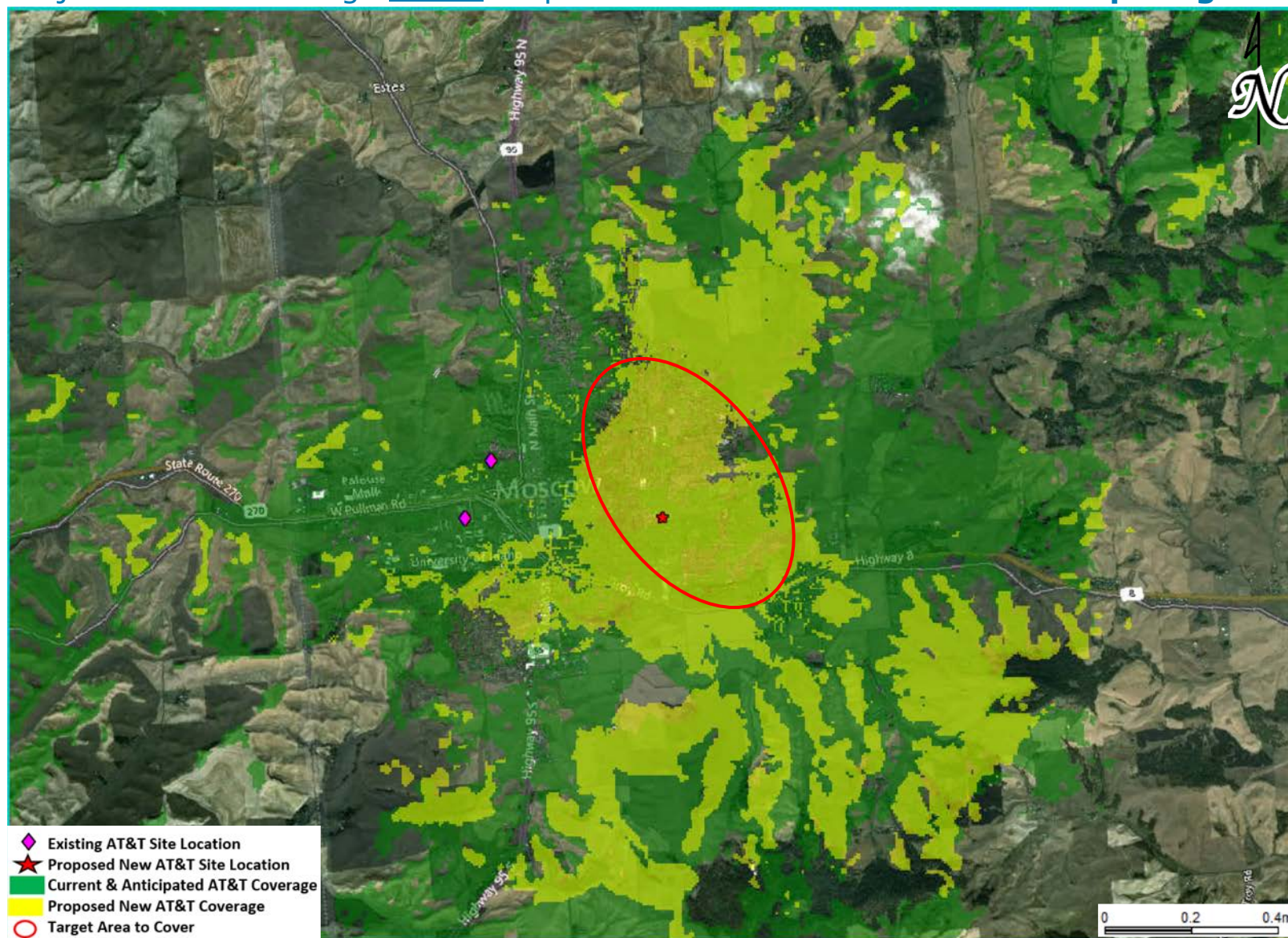
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Figure C.1—New AT&T 4G LTE Coverage

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Projected New Coverage AFTER Proposed WCF On-Air—75ft Antenna Tip Height



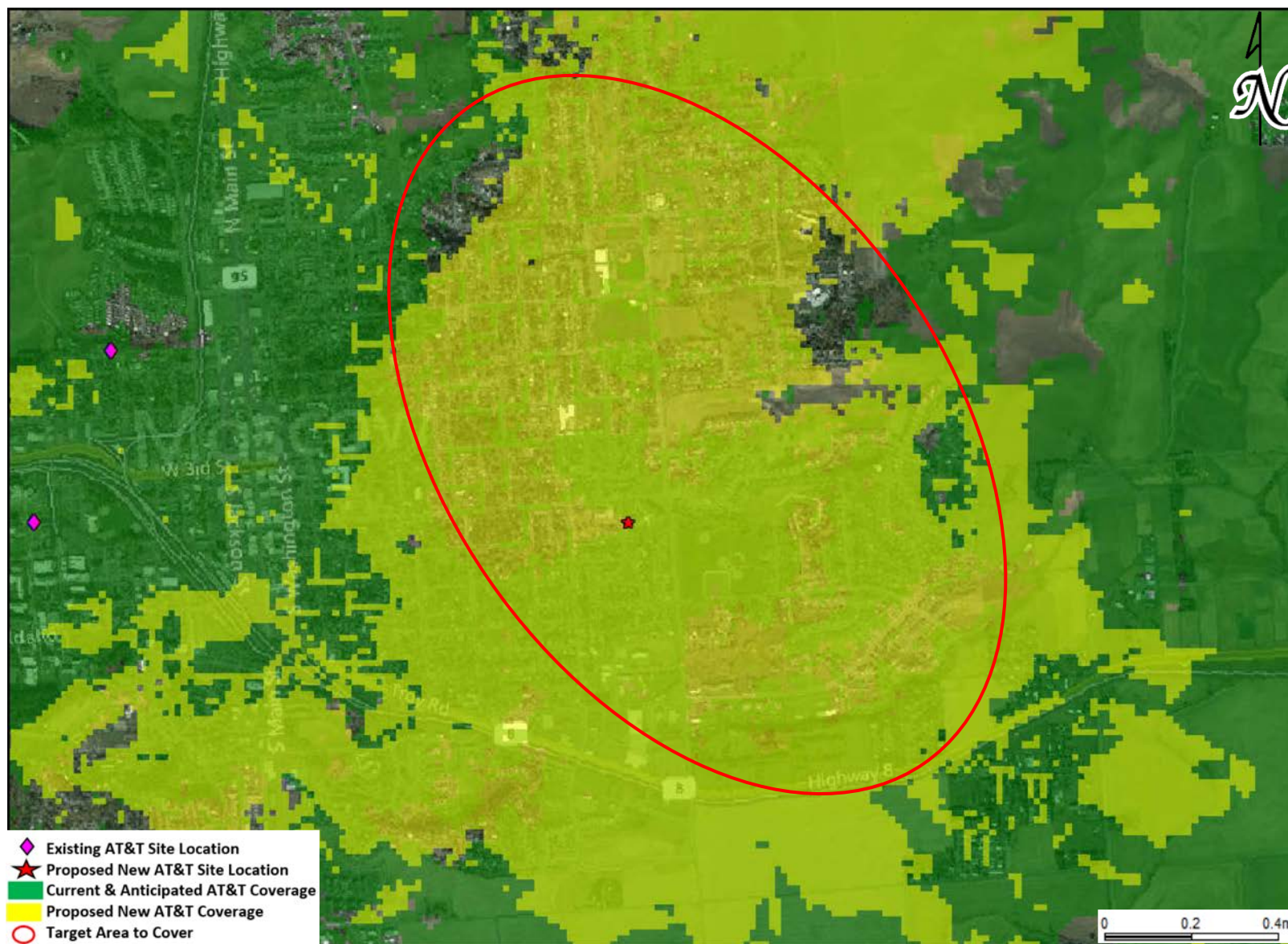
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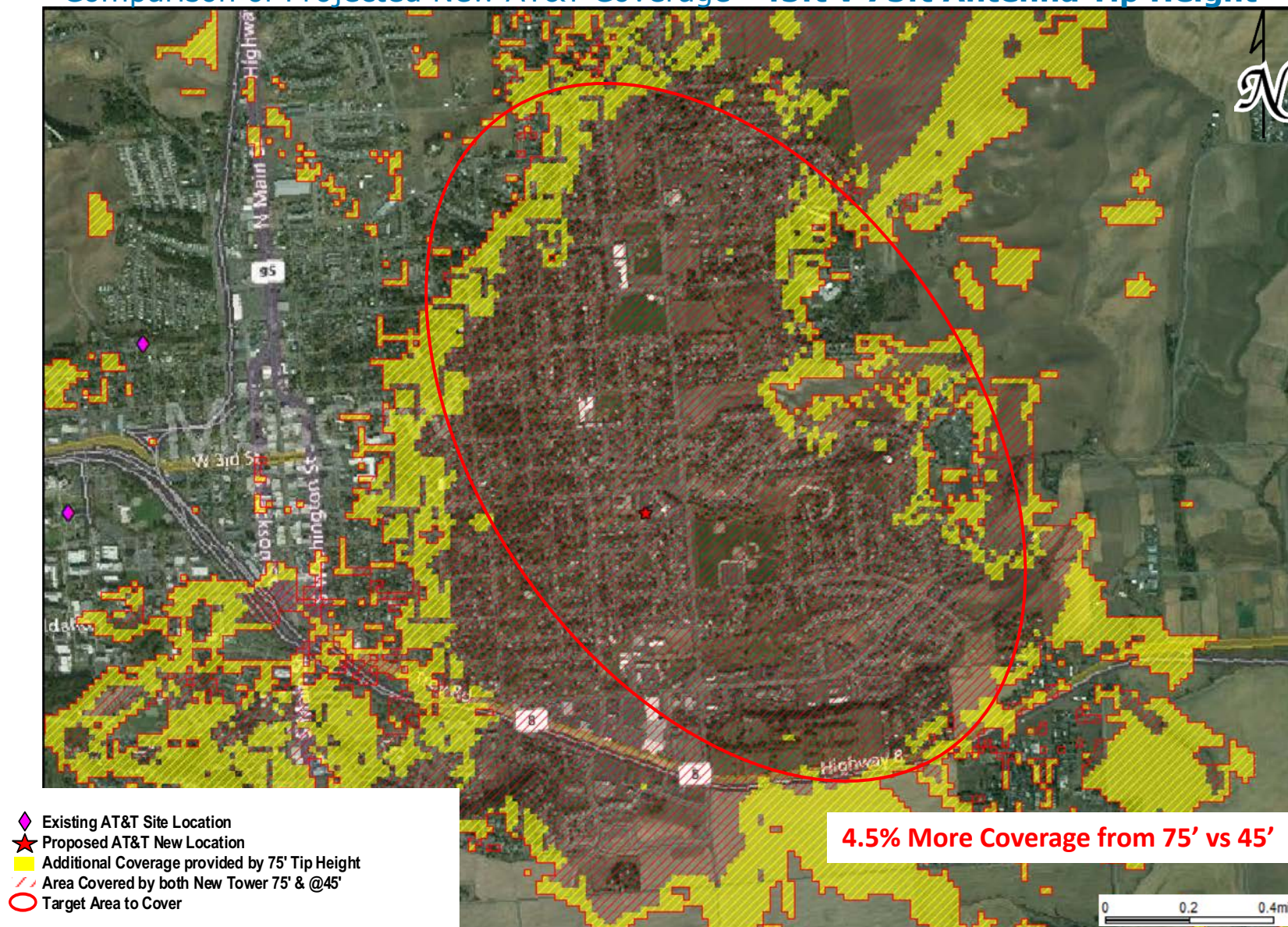
Figure C.2—New AT&T 4G LTE Coverage-ZOOMED IN LUP2021-0004
Projected New Coverage AFTER Proposed WCF On-Air—**75ft Antenna Tip Height**



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Figure D.1—Height Comparison—New AT&T 4G LTE Coverage
 Comparison of Projected New AT&T Coverage—45ft v 75ft Antenna Tip Height

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ALTERNATIVE SITE ANALYSIS

AT&T's RF engineers evaluated four alternative site locations within and directly adjacent to the targeted search ring as potential locations for the proposed new WCF. **Figure E—Alternative Site Locations** shows the location of the alternative site in relation to the proposed new site location.

Alternative Site #1—Moscow Park Water Tank (46.730575 / -116.969150). Alternative Site #1 is a potential collocation site on the existing Moscow Park Water Tank, approximately 0.63 miles NE of the proposed new WCF. As shown in **Figure F—Comparison—Alternative Site #1**, the proposed WCF with a 75ft antenna tip height is projected to provide 1.2% more coverage within the Targeted Service Area than Alternative Site #1 with an estimated 39ft antenna tip height. Although this may seem like an insignificant difference in coverage, this alternative site would not address some of the weak performance areas needing increased capacity. This is because the water tank is further east and does not provide as concentrated coverage in the center of the Targeted Service Area as the proposed WCF. Additionally, a facility at this alternative location would create a significant coverage overlap with AT&T's existing coverage, creating increased signal interference that would make it difficult for the new facility to establish dominant coverage. Therefore, Alternative Site #1 is not a suitable location because it would not provide the service coverage required to meet AT&T's service objectives within the Targeted Service Area.

Alternative Site #2—Brink Park (46.727213 / -116.978024). Alternative Site #2 is a potential raw land site at Carole Ryrle Brink Park off Joseph St, approximately 0.27 mi south SE from the proposed new WCF. As shown in **Figure G—Comparison—Alternative Site #2**, the proposed WCF with a 75ft antenna tip height is projected to provide 15% more coverage within the Targeted Service Area than Alternative Site #2 with an estimated 75ft antenna tip height. This location would provide limited coverage primarily only to the commercial areas. Therefore, Alternative Site #2 is not a suitable location because it would not provide the service coverage required to meet AT&T's service objectives within the Targeted Service Area.

Alternative Site #3—8th St Water Tank (46.726729 / -116.988959)—Alternative Site #3 is a potential collocation site on the existing water tank off E. 8th Street, approximately 0.35 mi SW from the proposed new WCF. As shown in **Figure H—Comparison—Alternative Site #3**, the proposed WCF with a 75ft antenna tip height is projected to provide 84.5% more coverage within the Targeted Service Area than Alternative Site #3 with an estimated 30ft antenna tip height. This location would provide very limited coverage primarily only to the commercial areas. Therefore, Alternative Site #3 is not a suitable location because it would not provide the service coverage required to meet AT&T's service objectives within the Targeted Service Area.

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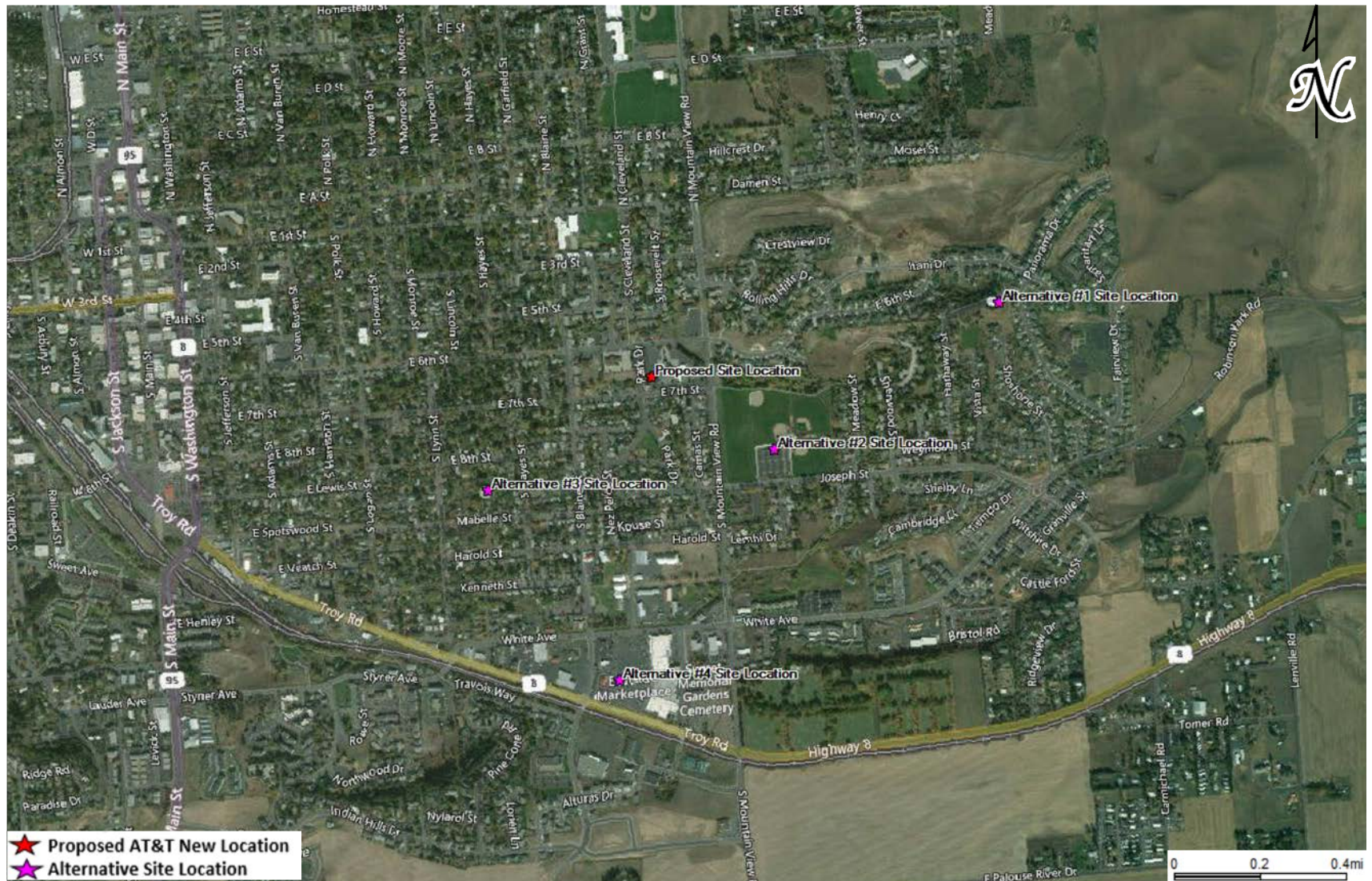
ALTERNATIVE SITE ANALYSIS, cont'd.

Alternative Site #4—Commercial Property (46.721561 / -116.984535)—Alternative Site #4 is a potential raw land site on a commercial property approximately 0.35mi S from the proposed new WCF. As shown in **Figure I—Comparison—Alternative Site #4**, the proposed WCF with a 75ft antenna tip height is projected to provide 14% more coverage within the Targeted Service Area than Alternative Site #4 with an estimated 96ft antenna tip height. This location would provide limited coverage primarily only to the commercial areas and also facility at this alternative location would create a significant coverage overlap with AT&T's existing coverage, creating increased signal interference that would make it difficult for the new facility to establish dominant coverage. The weak service performance experienced by AT&T customers in the northern portion of the Targeted Service Area will also not be addressed. Therefore, Alternative Site #4 is not a suitable location because it would not provide the coverage required to meet AT&T's service objectives within the Targeted Service Area.

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Figure E—Alternative Site Locations

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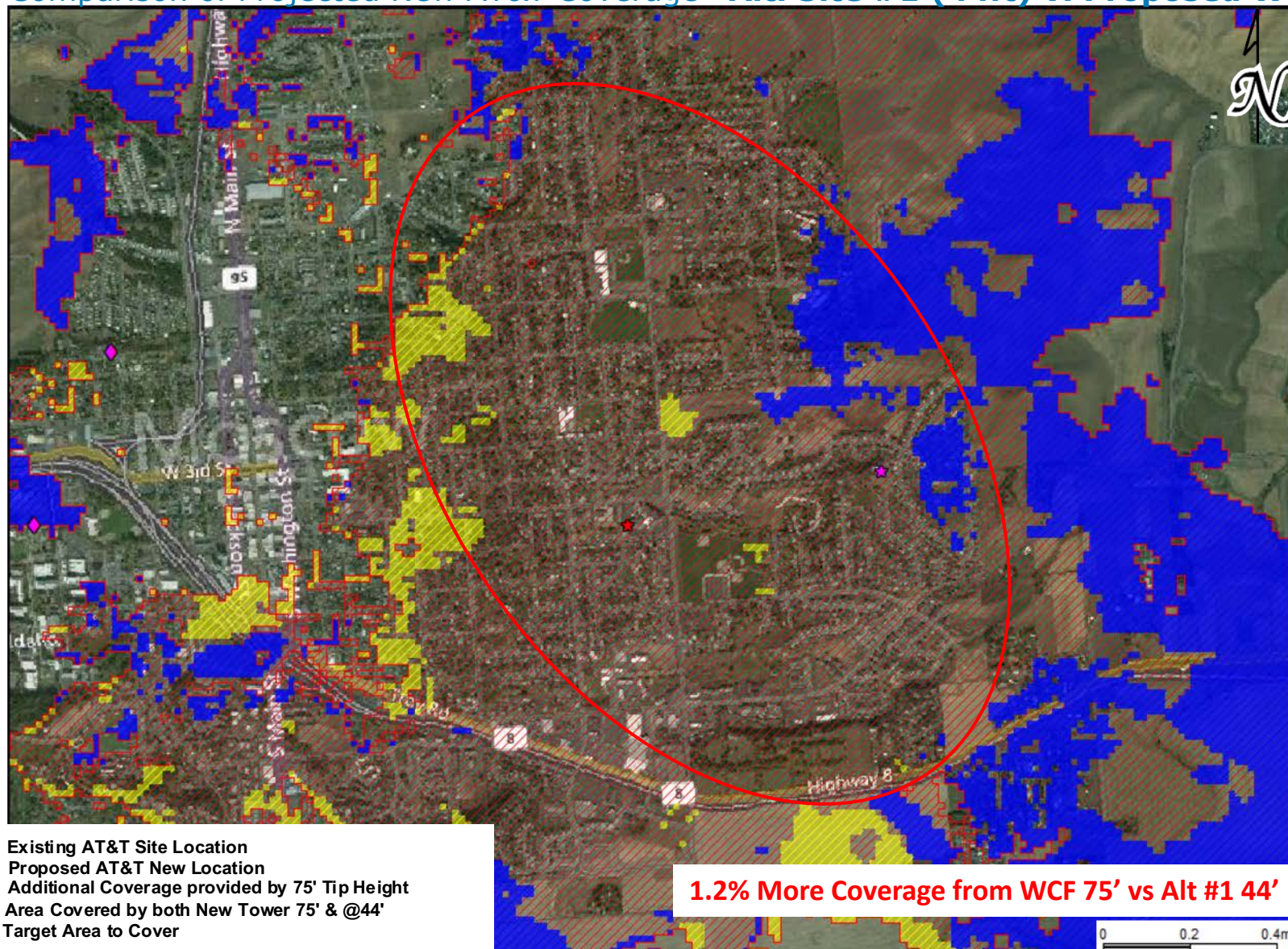
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Figure F—Comparison—Alternative Site #1

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Comparison of Projected New AT&T Coverage—Alt. Site #1 (44ft) v. Proposed WCF (75ft)

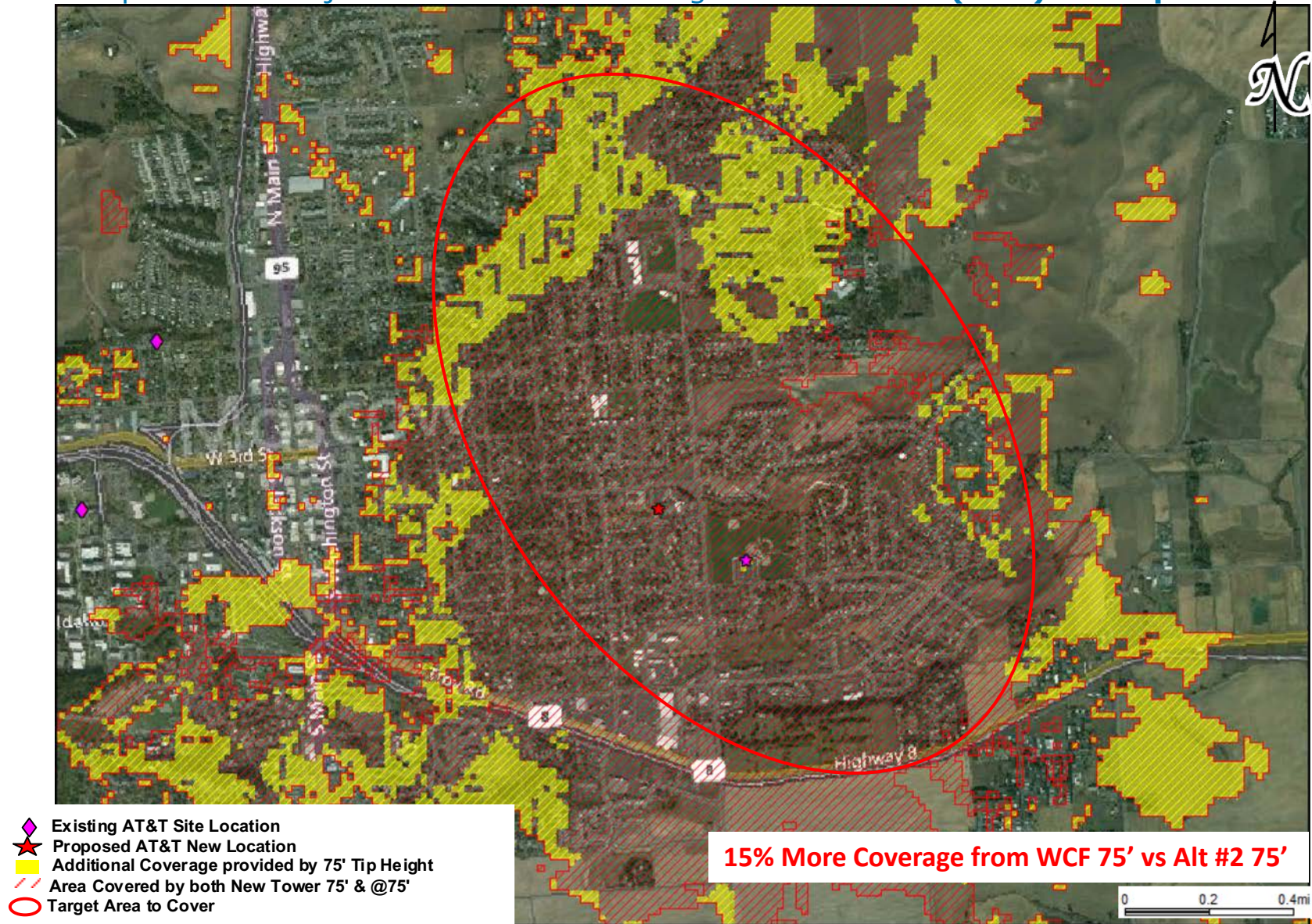


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Figure G—Comparison—Alternative Site #2

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Comparison of Projected New AT&T Coverage—Alt. Site #2 (75ft) v. Proposed WCF (75ft)

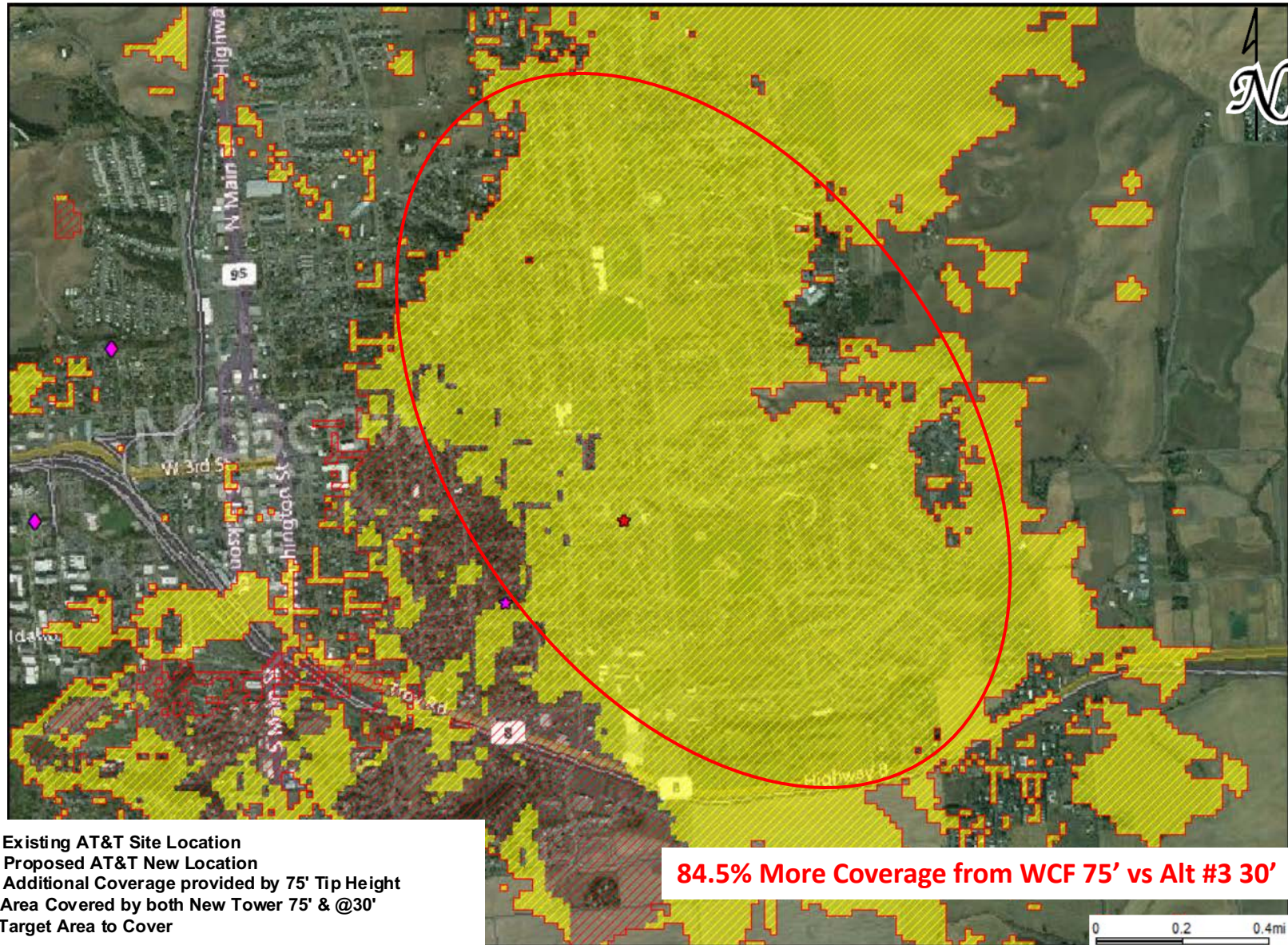


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Figure H—Comparison—Alternative Site #3

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Comparison of Projected New AT&T Coverage—Alt. Site #3 (30ft) v. Proposed WCF (75ft)

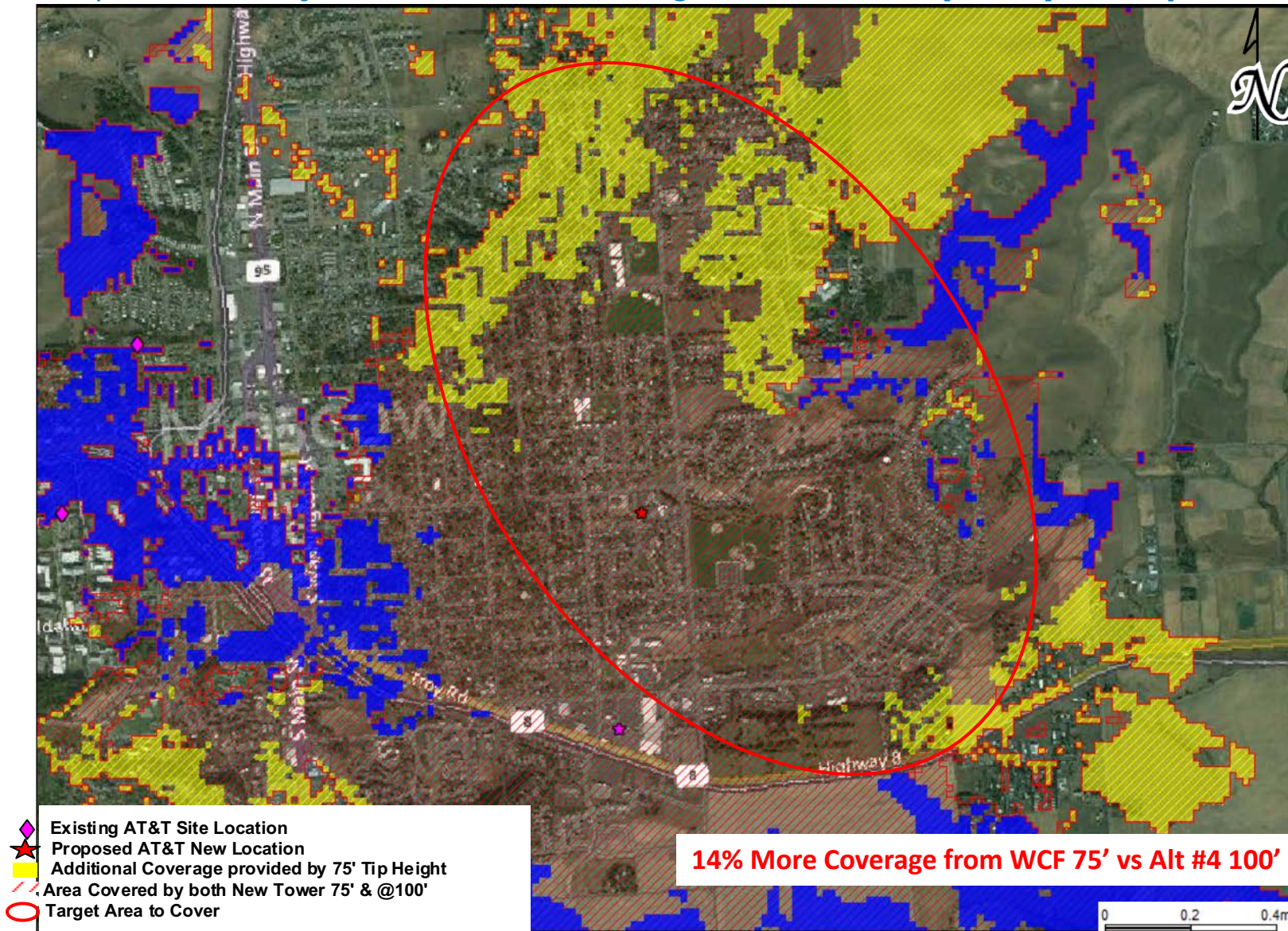


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Figure I—Comparison—Alternative Site #4

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Comparison of Projected New AT&T Coverage—Alt. Site #4 (100ft) v. Proposed WCF (75ft)



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SEARCH RING METHODOLOGY

AT&T's RF engineers used coverage propagation software systems to predict the coverage provided by the proposed new WCF. The software and AT&T's RF engineers considered the general factors outlined below, as well as more project-specific factors such as the type of antenna, antenna tilt, etc.

Coverage. The antenna site must be located in an area where the radio frequency broadcasts will provide adequate coverage within the targeted service area. The RF engineer must take into consideration the coverage objectives for the site as well as the terrain in and around the area to be covered. Because radio frequency broadcasts travel in a straight line and diminish as they travel further away from the antennas, it is generally best to place an antenna site near the center of the desired coverage area. However, in certain cases, the search ring may be located away from the center of the desired coverage area due to the existing coverage, the surrounding terrain, or other features which might affect the radio frequency broadcasts, *e.g.* buildings or sources of electrical interference.

Clutter. AT&T's WCFs must "clear the clutter"—the WCF site must be installed above or close to RF obstructions (the "clutter") to enable the RF to extend beyond and clear the clutter. AT&T's radio frequencies do not penetrate mountains, hills, rocks, or metal, and are diminished by trees, brick and wood walls, and other structures. Accordingly, AT&T's antennas must be installed above or close to the "clutter" to provide high quality communications services in the desired coverage areas. Additionally, if the local code requires us to accommodate additional carriers on the support structure, the structure must be even taller to also allow the other carriers' antennas to clear the clutter.

Call Handoff. The WCF site must be in an area where the radio broadcasts from the site will allow seamless "call handoff" with adjacent WCF sites. Call handoff is a feature of a wireless communications system that allows an ongoing telephone conversation to continue uninterrupted as the user travels from the coverage area of one antenna site into the coverage area of an adjacent antenna site. This requires coverage overlap for a sufficient distance and/or period of time to support the mechanism of the call handoff.

Quality of Service. Users of wireless communications services want to use their services where they live, work, commute and play, including when they are indoors. AT&T's coverage objectives include the ability to provide indoor coverage in areas where there are residences, businesses and indoor recreational facilities.

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SEARCH RING METHODOLOGY – CON'T...

Radio Frequencies used by System. The designs of wireless communications systems vary greatly based upon the radio frequencies that are used by the carrier. If the carrier uses radio frequencies in the 700 MHz to 850 MHz range, the radio signals will travel further and will penetrate buildings better than the radio frequencies in the 1900 MHz band, 2100 MHz band and 2300 MHz band. As a result, wireless communications systems that use lower radio frequencies will need fewer sites than wireless communications systems that use higher radio frequencies.

Land Use Classifications. A&T's ability to construct a WCF site on any particular property is affected by state and local regulations, including zoning and comprehensive plan classifications, goals, and policies. AT&T's search rings take these laws and regulations into consideration.

Recieved 02-19-2021

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: CECIL J MATHEW
AT&T MOBILITY SPECTRUM LLC
208 S. AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign KNKN253	File Number 0008774117
Radio Service CL - Cellular	
Market Numer CMA388	Channel Block A
Sub-Market Designator 0	

FCC Registration Number (FRN): 0014980726

Market Name
Idaho 1 - Boundary

Grant Date 10-16-2019	Effective Date 10-16-2019	Expiration Date 10-01-2029	Five Yr Build-Out Date	Print Date 10-16-2019
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Site Information:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
2	47-29-34.1 N	116-08-36.0 W	1880.6	53.3	

Address: 1078 Main Street (10567)
City: Kellogg **County:** SHOSHONE **State:** ID **Construction Deadline:**

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	827.100	970.700	752.200	556.300	619.000	842.300	830.600	1128.200
Transmitting ERP (watts)	348.700	69.600	1.600	1.300	0.700	0.700	2.700	20.800

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	827.100	970.700	752.200	556.300	619.000	842.300	830.600	1128.200
Transmitting ERP (watts)	1.300	71.000	488.500	241.900	15.000	1.000	1.000	1.000

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	827.100	970.700	752.200	556.300	619.000	842.300	830.600	1128.200
Transmitting ERP (watts)	1.200	1.200	1.200	1.500	84.700	588.500	27.400	2.000

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: KNKN253

File Number: 0008774117

Print Date: 10-16-2019

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
2	47-29-34.1 N	116-08-36.0 W	1880.6	53.3	

Address: 1078 Main Street (10567)

City: Kellogg County: SHOSHONE State: ID Construction Deadline:

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	827.100	970.700	752.200	556.300	619.000	842.300	830.600	1128.200
Transmitting ERP (watts)	5.200	2.600	0.800	0.500	1.900	0.900	97.300	190.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	46-40-51.9 N	116-58-20.2 W	1096.7	86.9	1228863

Address: 1011 PARADISE RIDGE ROAD (67661)

City: Moscow County: LATAH State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	276.800	266.400	315.700	279.800	277.300	283.900	364.200	351.200
Transmitting ERP (watts)	0.800	0.700	4.600	35.800	55.400	61.000	37.000	5.000

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	272.800	262.400	311.700	275.800	273.300	279.900	360.200	347.200
Transmitting ERP (watts)	7.000	1.500	0.200	1.400	6.700	1.900	1.700	2.000

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	276.800	266.400	315.700	279.800	277.300	283.900	364.200	351.200
Transmitting ERP (watts)	324.800	9.500	5.000	0.649	3.600	3.200	13.600	292.300

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	48-05-37.2 N	116-33-14.5 W	1362.8	37.5	

Address: LITTLE BLACKTAIL MOUNTAIN NORTH (47117)

City: SANDPOINT County: BONNER State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	639.500	599.900	674.000	682.400	566.900	638.000	505.000	668.200
Transmitting ERP (watts)	5.900	145.300	349.000	54.700	1.800	0.700	0.700	0.700

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	639.500	599.900	674.000	682.400	566.900	638.000	505.000	668.200
Transmitting ERP (watts)	0.200	0.200	0.300	13.200	82.900	80.500	13.400	0.800

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: KNKN253

File Number: 0008774117

Print Date: 10-16-2019

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	48-05-37.2 N	116-33-14.5 W	1362.8	37.5	

Address: LITTLE BLACKTAIL MOUNTAIN NORTH (47117)

City: SANDPOINT County: BONNER State: ID Construction Deadline: 07-11-2015

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	639.500	599.900	674.000	682.400	566.900	638.000	505.000	668.200
Transmitting ERP (watts)	12.800	0.500	0.200	0.200	0.200	2.500	46.100	78.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	47-22-59.3 N	116-51-52.3 W	1032.4	22.0	

Address: A PORTION OF THE SW 1/4 SECTION 29 (10570)

City: WORLEY County: KOOTENAI State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	326.900	256.900	235.700	149.700	106.500	148.600	210.600	246.700
Transmitting ERP (watts)	3.500	71.700	261.700	242.000	86.500	10.100	0.523	0.523

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	326.900	256.900	235.700	149.700	106.500	148.600	210.600	246.700
Transmitting ERP (watts)	4.300	0.900	0.900	9.800	148.500	428.200	244.500	48.800

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	326.900	256.900	235.700	149.700	106.500	148.600	210.600	246.700
Transmitting ERP (watts)	252.100	134.800	24.200	1.100	0.504	1.200	28.000	215.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	48-36-37.5 N	116-15-23.3 W	1860.5	19.8	

Address: HIGHWAY 95 MILEPOST 498 (10572)

City: BONNERS FERRY County: BOUNDARY State: ID Construction Deadline: 07-11-2015

Antenna: 7

Maximum Transmitting ERP in Watts: 140.820

Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	1219.000	855.000	668.000	280.600	393.800	933.600	1107.800	1271.300
Transmitting ERP (watts)	6.700	115.600	437.200	296.100	59.400	6.000	0.900	0.900

Antenna: 8

Maximum Transmitting ERP in Watts: 140.820

Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	1219.000	855.000	668.000	280.600	393.800	933.600	1107.800	1271.300
Transmitting ERP (watts)	3.200	0.700	0.700	9.300	128.400	345.700	195.400	39.900

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: KNKN253

File Number: 0008774117

Print Date: 10-16-2019

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	48-36-37.5 N	116-15-23.3 W	1860.5	19.8	

Address: HIGHWAY 95 MILEPOST 498 (10572)

City: BONNERS FERRY County: BOUNDARY State: ID Construction Deadline: 07-11-2015

Antenna: 9

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	1219.000	855.000	668.000	280.600	393.800	933.600	1107.800	1271.300
Transmitting ERP (watts)	334.400	118.600	20.600	1.000	0.700	1.400	27.200	216.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	48-31-53.0 N	116-49-03.0 W	963.2	32.9	1039632

Address: 2000 CAMEL PRAIRIE ROAD (16637)

City: COOLIN County: BONNER State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	30.000	211.900	193.000	172.100	167.100
Transmitting ERP (watts)	0.826	0.826	0.826	3.100	105.600	413.000	108.000	4.400

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	30.000	211.900	193.000	172.100	167.100
Transmitting ERP (watts)	108.000	4.400	0.826	0.826	0.826	3.100	105.600	413.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	46-30-55.8 N	116-56-46.4 W	863.8	96.0	1227037

Address: 17268 Evans Rd. (48862)

City: Genesee County: NEZ PERCE State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.000	123.800	223.100	394.900	514.000	265.200	115.600	105.700
Transmitting ERP (watts)	0.739	69.900	369.700	209.100	14.200	2.900	0.739	0.739

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.000	123.800	223.100	394.900	514.000	265.200	115.600	105.700
Transmitting ERP (watts)	1.600	0.600	0.400	1.600	81.600	167.400	51.400	2.500

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.000	123.800	223.100	394.900	514.000	265.200	115.600	105.700
Transmitting ERP (watts)	320.200	41.300	2.400	0.640	0.640	0.900	18.300	288.400

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: KNKN253

File Number: 0008774117

Print Date: 10-16-2019

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
21	46-48-40.2 N	116-33-19.1 W	1030.2	47.8	

Address: T40N, R2W, Sec 14 (50386)

City: DEARY County: LATAH State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)

0

45

90

135

180

225

270

315

Antenna Height AAT (meters)

51.300

169.600

170.800

180.800

255.800

246.400

187.200

130.600

Transmitting ERP (watts)

42.100

459.100

457.700

42.000

1.400

0.918

0.918

1.800

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)

0

45

90

135

180

225

270

315

Antenna Height AAT (meters)

51.300

169.600

170.800

180.800

255.800

246.400

187.200

130.600

Transmitting ERP (watts)

1.312

5.000

108.300

656.100

316.300

15.800

1.312

1.312

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)

0

45

90

135

180

225

270

315

Antenna Height AAT (meters)

51.300

169.600

170.800

180.800

255.800

246.400

187.200

130.600

Transmitting ERP (watts)

0.547

0.547

0.547

0.900

28.500

273.800

158.500

9.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	48-21-59.2 N	116-38-42.2 W	1946.8	28.4	

Address: TOP OF SCHWEITZER MTN RD (10569)

City: SAND POINT County: BONNER State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)

0

45

90

135

180

225

270

315

Antenna Height AAT (meters)

544.900

1008.600

1174.400

1141.000

1064.500

777.100

898.500

644.800

Transmitting ERP (watts)

1.100

16.900

133.900

163.400

26.500

1.900

0.326

0.326

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)

0

45

90

135

180

225

270

315

Antenna Height AAT (meters)

544.900

1008.600

1174.400

1141.000

1064.500

777.100

898.500

644.800

Transmitting ERP (watts)

1.800

0.800

0.800

7.500

92.900

388.500

213.300

25.500

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)

0

45

90

135

180

225

270

315

Antenna Height AAT (meters)

544.900

1008.600

1174.400

1141.000

1064.500

777.100

898.500

644.800

Transmitting ERP (watts)

338.500

95.000

8.600

0.700

0.700

0.800

13.700

132.000

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: KNKN253

File Number: 0008774117

Print Date: 10-16-2019

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	48-12-42.6 N	117-05-02.0 W	1015.3	32.0	

Address: 2.5 mi NW of Newport (102739)

City: NEWPORT County: PEND OREILLE State: WA Construction Deadline: 07-11-2015

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	171.600	281.300	247.300	302.900	286.800	258.300	293.100
Transmitting ERP (watts)	0.816	51.400	408.300	363.900	36.400	0.900	0.816	0.816

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	171.600	281.300	247.300	302.900	286.800	258.300	293.100
Transmitting ERP (watts)	0.916	0.916	0.916	22.400	309.700	458.100	72.600	2.000

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	171.600	281.300	247.300	302.900	286.800	258.300	293.100
Transmitting ERP (watts)	129.100	4.800	1.028	1.028	1.028	8.000	209.400	514.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
24	47-39-44.1 N	116-56-58.5 W	1347.2	20.1	

Address: BLOSSOM SOUTH OF POST FALLS (10566)

City: COEUR D ALENE County: KOOTENAI State: ID Construction Deadline: 07-11-2015

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	689.200	678.000	662.700	578.800	423.800	217.300	662.500	694.700
Transmitting ERP (watts)	16.700	254.500	438.000	60.100	1.400	0.900	0.900	0.900

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	689.200	678.000	662.700	578.800	423.800	217.300	662.500	694.700
Transmitting ERP (watts)	227.800	21.400	0.900	0.500	0.500	0.600	16.500	211.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
26	47-11-18.0 N	116-54-24.1 W	835.8	91.1	1227035

Address: HWY 95, MILE POST 383 (16299)

City: TENSED County: BENEWAH State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	66.700	30.000	42.900	107.900	90.900
Transmitting ERP (watts)	0.600	2.800	89.300	284.200	58.700	2.100	0.600	0.600

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: KNKN253

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Print Date: 10-16-2019

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
26	47-11-18.0 N	116-54-24.1 W	835.8	91.1	1227035

Address: HWY 95, MILE POST 383 (16299)

City: TENSED County: BENEWAH State: ID Construction Deadline: 07-11-2015

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	66.700	30.000	42.900	107.900	90.900
Transmitting ERP (watts)	8.800	0.546	0.546	3.100	53.300	273.200	264.900	65.000

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	66.700	30.000	42.900	107.900	90.900
Transmitting ERP (watts)	261.600	127.900	7.300	0.523	0.523	0.523	0.523	35.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
27	46-27-41.9 N	117-00-30.1 W	798.9	17.4	

Address: HIGHWAY 95 MILE POST 317 (10635)

City: LEWISTON County: NEZ PERCE State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	405.200	406.400	496.100	431.600	39.800	30.000
Transmitting ERP (watts)	0.300	9.500	49.900	42.900	47.900	34.300	3.900	0.200

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	405.200	406.400	496.100	431.600	39.800	30.000
Transmitting ERP (watts)	0.800	1.000	2.300	19.700	157.100	199.500	127.700	15.000

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	405.200	406.400	496.100	431.600	39.800	30.000
Transmitting ERP (watts)	298.900	121.800	15.300	2.200	0.600	8.200	25.400	192.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
29	45-51-48.0 N	116-07-29.0 W	1853.2	34.4	

Address: SE 1/4 SE 1/4 Sec. 7. Tshp 29N Rge 3E (154276)

City: Grangeville County: IDAHO State: ID Construction Deadline: 07-11-2015

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	863.200	931.200	703.900	303.900	519.500	820.100	798.400	841.000
Transmitting ERP (watts)	1.510	39.900	584.100	755.300	100.700	7.000	1.800	1.510

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: KNKN253

File Number: 0008774117

Print Date: 10-16-2019

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
29	45-51-48.0 N	116-07-29.0 W	1853.2	34.4	

Address: SE 1/4 SE 1/4 Sec. 7, Tshp 29N Rge 3E (154276)

City: Grangeville **County:** IDAHO **State:** ID **Construction Deadline:** 07-11-2015

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	863.200	931.200	703.900	303.900	519.500	820.100	798.400	841.000
Transmitting ERP (watts)	3.300	1.700	1.700	3.300	118.300	847.500	485.800	41.800

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	863.200	931.200	703.900	303.900	519.500	820.100	798.400	841.000
Transmitting ERP (watts)	467.500	156.600	13.200	2.800	0.935	0.935	12.000	211.300

Control Points:

Waivers/Conditions:

THIS AUTHORIZATION IS SUBJECT TO THE CONDITION THAT, IN THE EVENT THAT CELLULAR SYSTEMS USING THE SAME FREQUENCY BLOCK AS GRANTED HEREIN ARE AUTHORIZED IN ADJACENT TERRITORY IN CANADA, COORDINATION OF ANY OF THE LICENSEE'S TRANSMITTER INSTALLATIONS WHICH ARE WITHIN 45 MILES OF THE U.S. CANADA BORDER SHALL BE REQUIRED TO ELIMINATE ANY HARMFUL INTERFERENCE THAT MIGHT OTHERWISE EXIST AND TO INSURE CONTINUANCE OF EQUAL ACCESS TO THE FREQUENCY BLOCK BY BOTH COUNTRIES.

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WPWU989	File Number 0008643019
Radio Service WZ - 700 MHz Lower Band (Blocks C, D)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-05-2019	Effective Date 11-05-2019	Expiration Date 06-13-2029	Print Date 11-07-2019
Market Number EAG706	Channel Block D	Sub-Market Designator 0	
Market Name Pacific			
1st Build-out Date 06-13-2019	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

Operation of the facilities authorized herein, are subject to the condition that harmful interference may not be caused to, but must be accepted from UHF TV transmitters in Canada and Mexico as identified in existing and any future agreements with those countries.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPWU989

File Number: 0008643019

Print Date: 11-07-2019

This application is granted pursuant to the Commission's Order In the Matter of Qualcomm Incorporated Petition for Declaratory Ruling, WT Docket No. 05-7, FCC 06-155, released October 13, 2006.

Referenced Copy

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPWU989

File Number: 0008643019

Print Date: 11-07-2019

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: CECIL J MATHEW
AT&T MOBILITY SPECTRUM LLC
208 S. AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WPYU554	File Number 0008656559
Radio Service WZ - 700 MHz Lower Band (Blocks C, D)	

FCC Registration Number (FRN): 0014980726

Grant Date 07-16-2019	Effective Date 07-16-2019	Expiration Date 06-13-2029	Print Date 07-17-2019
Market Number CMA388	Channel Block C	Sub-Market Designator 0	
Market Name Idaho 1 - Boundary			
1st Build-out Date 06-13-2019	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This license is subject to compliance with the conditions set forth in the Commission's Order of Modification, WT Docket No. 12-69, DA 14-43, released January 16, 2014.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: WPYU554

File Number: 0008656559

Print Date: 07-17-2019

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign	File Number
WQJQ759	
Radio Service	
WY - 700 MHz Lower Band (Blocks A, B & E)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-26-2008	Effective Date 08-31-2018	Expiration Date 06-13-2019	Print Date
Market Number CMA388	Channel Block B	Sub-Market Designator 0	
Market Name Idaho 1 - Boundary			
1st Build-out Date 12-13-2016	2nd Build-out Date 06-13-2019	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

The interim construction benchmark has been extended to December 13, 2013 pursuant to Public Notice DA 13-680 released April 10, 2013. The extension is non-transferrable and any proposed assignee or transferee seeking Commission approval to acquire this license may independently seek relief justifying an extension of the interim construction benchmark set forth in 47 C.F.R. § 27.14(g).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQJQ759

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: CECIL J MATHEW
AT&T MOBILITY SPECTRUM LLC
208 S. AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign	File Number
WQGI502	
Radio Service	
AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0014980726

Grant Date 01-29-2007	Effective Date 09-27-2018	Expiration Date 01-29-2022	Print Date
Market Number CMA388	Channel Block A	Sub-Market Designator 0	
Market Name Idaho 1 - Boundary			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: WQGI502

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST. RM 1015
DALLAS, TX 75202

Call Sign	File Number
WQVG237	
Radio Service	
AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-07-2014	Effective Date 02-20-2019	Expiration Date 11-29-2021	Print Date
Market Number REA006	Channel Block D	Sub-Market Designator 26	
Market Name West			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQVG237

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: CECIL J MATHEW
AT&T MOBILITY SPECTRUM LLC
208 S. AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign	File Number
WQVN852	
Radio Service	
AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)	

FCC Registration Number (FRN): 0014980726

Grant Date 04-08-2015	Effective Date 09-29-2018	Expiration Date 04-08-2027	Print Date
Market Number BEA147	Channel Block H	Sub-Market Designator 0	
Market Name Spokane, WA-ID			
1st Build-out Date 04-08-2021	2nd Build-out Date 04-08-2027	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: WQVN852

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: CECIL J MATHEW
AT&T MOBILITY SPECTRUM LLC
208 S. AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign	File Number
WQVN853	
Radio Service	
AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)	

FCC Registration Number (FRN): 0014980726

Grant Date 04-08-2015	Effective Date 08-29-2018	Expiration Date 04-08-2027	Print Date
Market Number BEA147	Channel Block I	Sub-Market Designator 0	
Market Name Spokane, WA-ID			
1st Build-out Date 04-08-2021	2nd Build-out Date 04-08-2027	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: WQVN853

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE WILSON
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1016
DALLAS, TX 75202

Call Sign KNLF283	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 06-02-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA042	Channel Block A	Sub-Market Designator 11	
Market Name Spokane-Billings			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLF283

File Number:

Print Date:

This authorization is granted subject to all conditions incorporated in GTE/Bell Atlantic, CC Docket No. 98-184 Memorandum Opinion and Order (FCC 00-221), released June 16, 2000.

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLF283

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: CECIL J MATHEW
AT&T MOBILITY SPECTRUM LLC
208 S. AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WPTK628	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0014980726

Grant Date 10-18-2011	Effective Date 09-25-2018	Expiration Date 10-22-2021	Print Date
Market Number BTA250	Channel Block F	Sub-Market Designator 1	
Market Name Lewiston-Moscow, ID			
1st Build-out Date 10-22-2006	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: WPTK628

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM LLC

ATTN: CECIL J MATHEW
AT&T MOBILITY SPECTRUM LLC
208 S. AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WPXS750	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0014980726

Grant Date 06-10-2015	Effective Date 08-29-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA042	Channel Block A	Sub-Market Designator 12	
Market Name Spokane-Billings			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: WPXS750

File Number:

Print Date:

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

Licensee Name: AT&T MOBILITY SPECTRUM LLC

Call Sign: WPXS750

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS SERVICES, INC.

ATTN: LESLIE A. WILSON
NEW CINGULAR WIRELESS SERVICES, INC.
208 S. AKARD ST., RM 1016
DALLAS, TX 75202

Call Sign KNLB258	File Number
Radio Service WS - Wireless Communications Service	

FCC Registration Number (FRN): 0004122032

Grant Date 02-28-2020	Effective Date 02-28-2020	Expiration Date 07-21-2027	Print Date
Market Number MEA041	Channel Block A	Sub-Market Designator 0	
Market Name Spokane-Billings			
1st Build-out Date 03-13-2017	2nd Build-out Date 09-13-2019	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/Mexico), future coordination of any base station transmitters shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS SERVICES, INC.

Call Sign: KNLB258

File Number:

Print Date:

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Licensee Name: NEW CINGULAR WIRELESS SERVICES, INC.

Call Sign: KNLB258

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS SERVICES, INC.

ATTN: LESLIE A. WILSON
NEW CINGULAR WIRELESS SERVICES, INC.
208 S. AKARD ST., RM 1016
DALLAS, TX 75202

Call Sign KNLB259	File Number
Radio Service WS - Wireless Communications Service	

FCC Registration Number (FRN): 0004122032

Grant Date 02-28-2020	Effective Date 02-28-2020	Expiration Date 07-21-2027	Print Date
Market Number MEA041	Channel Block B	Sub-Market Designator 0	
Market Name Spokane-Billings			
1st Build-out Date 03-13-2017	2nd Build-out Date 09-13-2019	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

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Licensee Name: NEW CINGULAR WIRELESS SERVICES, INC.

Call Sign: KNLB259

File Number:

Print Date:

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Licensee Name: NEW CINGULAR WIRELESS SERVICES, INC.

Call Sign: KNLB259

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE A. WILSON
NEW CINGULAR WIRELESS PCS, LLC
208 S. AKARD ST., RM 1016
DALLAS, TX 75202

Call Sign KNLB300	File Number
Radio Service WS - Wireless Communications Service	

FCC Registration Number (FRN): 0003291192

Grant Date 02-28-2020	Effective Date 02-28-2020	Expiration Date 07-21-2027	Print Date
Market Number REA006	Channel Block C	Sub-Market Designator 1	
Market Name West			
1st Build-out Date	2nd Build-out Date 09-13-2021	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLB300

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE A. WILSON
NEW CINGULAR WIRELESS PCS, LLC
208 S. AKARD ST., RM 1016
DALLAS, TX 75202

Call Sign KNLB301	File Number
Radio Service WS - Wireless Communications Service	

FCC Registration Number (FRN): 0003291192

Grant Date 02-28-2020	Effective Date 02-28-2020	Expiration Date 07-21-2027	Print Date
Market Number REA006	Channel Block D	Sub-Market Designator 1	
Market Name West			
1st Build-out Date	2nd Build-out Date 09-13-2021	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLB301

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

LUP2021-0004
Aeronautical Study No.
2018-ANM-1746-OE

Issued Date: 06/12/2018

Brandon Olsen
PI Tower Development, LLC LendLease Americas-BO
909 Lake Carolyn Parkway
Suite 260
Irving, TX 75039

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole PIID003 Moscow-Residential
Location:	Moscow, ID
Latitude:	46-43-45.59N NAD 83
Longitude:	116-58-56.88W
Heights:	2598 feet site elevation (SE) 85 feet above ground level (AGL) 2683 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 12/12/2019 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

LUP2021-0004

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (206) 231-2990, or paul.holmquist@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ANM-1746-OE.

Signature Control No: 362096708-367522554

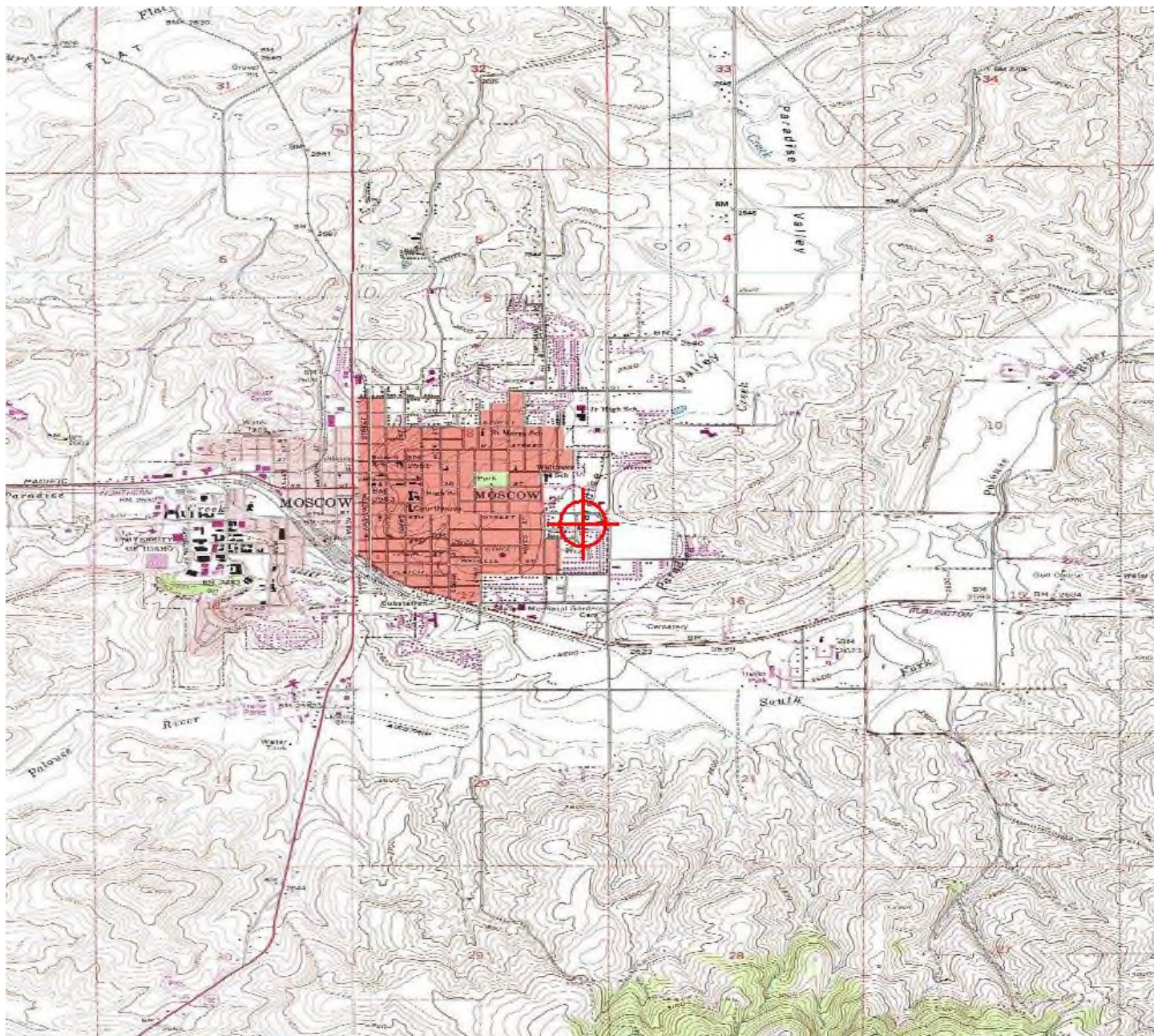
(DNE)

Paul Holmquist
Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W





Wednesday, February 17, 2021 at 12:54:50 Pacific Standard Time

Subject: FW: Cell Tower Proposal
Date: Thursday, February 4, 2021 at 2:01:42 PM Pacific Standard Time
From: John Silenzi
To: Gregg Busch
CC: William Castanares, Bryan Mullen
Attachments: PIID321 SE Moscow FZD Rev-2 11-19-2020.pdf

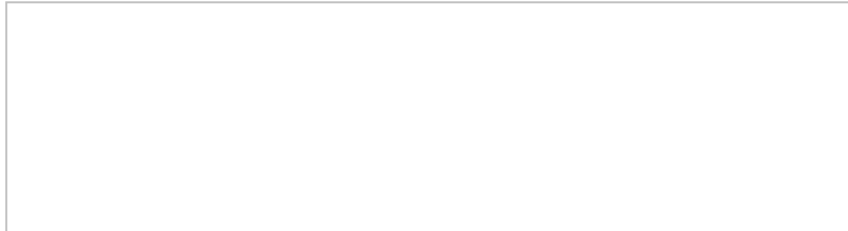
Hi Gregg,

Below is the emailed approval from Pastor Ed to proceed with the land use submittal for PIID321 SE Moscow.

Let me know if you need anything else.

Thanks,

John



From: Ed Eby <edeby@moscownaz.org>
Sent: Thursday, February 4, 2021 1:52 PM
To: John Silenzi <johns@5cpro.com>
Subject: RE: Cell Tower Proposal

John,

I have received a positive response from my Church Board, so this is your authorization to proceed with the Cell Tower proposal to the City of Moscow.

Let me know if you need any additional information.

Sincerely,

Pastor Ed Eby
Senior Pastor, Moscow Church of the Nazarene

City of Moscow
Community Planning & Design
PO Box 9203
Moscow, ID 83843

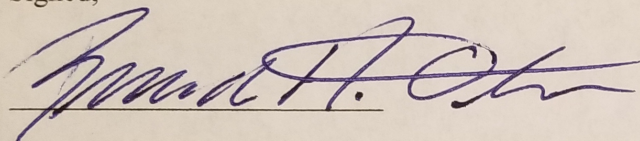
To the Department of Community Planning & Design,

I, Brandon Olsen, an authorized representative of Parallel Infrastructure LLC, submit this written commitment to shared use as required by Moscow City Code Section 4-3-5(H)(6).

Parallel Infrastructure LLC hereby commits to make the proposed antenna tower at 1400 E 7th St, Moscow, Idaho available for shared use by others subject to technical and structural limitations and reasonable financial terms.

Please contact me at (503) 951-7515 if you have questions regarding this commitment.

Signed,

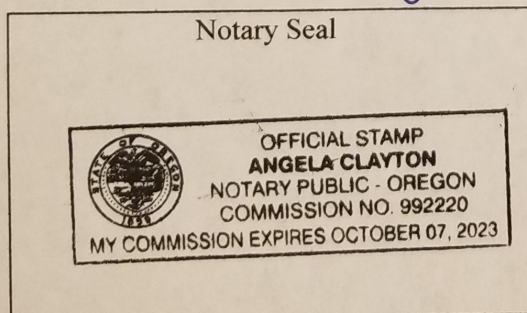


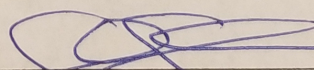
Brandon A. Olsen
Executive Director – Program Management RAN
Parallel Infrastructure LLC

STATE OF OREGON)
) SS.
COUNTY OF Clackamas)

This instrument was acknowledged before me on February 2, 2021, by
Brandon Olsen as Authorized Representative of Parallel Infrastructure,
LLC.

DATED: February 2, 2021




(Signature of Notary)
Angela Clayton
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My appointment expires: 10.7.2023



15105 John J. Delaney Drive | Suite D-3 | Charlotte, NC
T: 503.951.7515 | parallelinfrastructure.com

January 27, 2021

City of Moscow
Community Planning & Design
PO Box 9203
Moscow, ID 83843

VIA EMAIL

RE: Parallel Infrastructure - Applications for Tower and Wireless Facilities at 1400 E 7th Street
Letter of Authorization - Wireless Policy Group LLC

Dear Sir or Madam:

Please accept this letter as authorization for Wireless Policy Group to represent, file applications on behalf of, and serve as a contact for Parallel Infrastructure regarding applications for zoning, building, and other necessary permits for development of a proposed antenna tower and all associated wireless facilities and tenant collocations, at 1400 E 7th Street, Moscow, Idaho.

If you have any questions, please contact me at 503.951.7515.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandon A. Olsen", written over a horizontal line.

Brandon A. Olsen
Executive Director - Program Management RAN
Parallel Infrastructure
Portland, OR
M 503.951.7515

Attention Wireless Providers

This letter is to notify you of an application for the installation of a new wireless telecommunications facility within the City of Moscow, ID and within your licensed area. Attached is the application and a description of the proposed wireless facility.

Summary of Site Details

Height: 80' AGL

Design: Stealth Site (Church Tower)

Location: 1400 E 7th Street, Moscow, ID 83823

Type and Frequency of Antennas: TBD; expected 3 RAD centers of up to 4 antennas each

Please provide any comments you have, including your desire to collocate, **within 10 days** of receipt of this notice to:

John Silenzi
(503) 804-4014
johns@5cpro.com



John Silenzi
Sr. Project Manager
503-804-4014

T-Mobile US, Inc
12920 SE 38th Street
Bellevue, WA 98006

Dish Wireless LLC
5701 S Santa Fe Drive
Littleton, CO 80120

Inland Cellular, LLC
PO Box 688
109 S. First Street
Roslyn, WA 98941

AT&T Mobility LLC
208 S. Akard Street
Dallas, TX 75202

Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920

US Cellular
8410 W Bryn Mawr Avenue
Suite 700
Chicago, IL 60631

TracFone Wireless, Inc
9700 NW 112th Avenue
Miami, FL 33178

OnStar, LLC
300 Renaissance Center
Detroit, MI 48265

Mint Mobile, LLC
1550 Scenic Avenue
Suite 100
Costa Mesa, CA 92626

Google North America, Inc
1600 Amphitheatre Parkway
Mountain View, CA 94043

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO Mint Mobile LLC
1550 Stearns Ave
Ste 100
Costa Mesa, CA 92626

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO Trafone Wireless Inc
9700 NW 112th Ave
Miami, FL 33178

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO AT&T Mobility LLC
208 S Akard St.
Dallas, TX 75202

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO T-Mobile US, Inc
12920 SE 38th St
Bellevue, WA 98006

FROM Gregory R. Welch WP6
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO Google North America, Inc
1600 Amphitheatre Parkway
Mountain View, CA 94043

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO US Cellular
8410 W Byron Manor Ave.
Ste 700
Chicago, IL 60631

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO Inland Cellular, LLC
PO Box 6088
109 S. First Street
Posito, WA 98941

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO On Star LLC
300 Renaissance Center
Detroit, MI 48265

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07020

FROM Wireless Policy Group LLC
1420 NW G. Lynn Blvd, Ste 9030
Issaquah, WA 98027

Mail Clinic
ISSAQUAH

TO Dish Wireless LLC
5701 S Santa Fe Dr
Littleton, CO 80120

and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice prior to the Rent Commencement Date. Lessor shall remove any survey or title defects, which will adversely affect Lessee's leasehold title or its ability to mortgage its leasehold interest. In the event Lessor shall fail to cure any such defects, Lessee shall have the right to terminate this Lease upon written notice to Lessor.

(c) In the event of a termination of the Lease pursuant to subparagraph 3(a) or 3(b) above or Paragraph 8 below, within thirty (30) days of such termination Lessee will file a release or other appropriate instrument with the local recording office to remove the Memorandum of Lease from the title record. If said removal is not performed by Lessee within such thirty (30) day period, Lessee appoints Lessor, as Lessee's agent and at Lessee's cost and expense, to file the necessary release or other instrument to cause the Memorandum of Lease to be released from title.

4. **Attorney-In-Fact and Cooperation.** Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file such applications on behalf of Lessor with federal, state and local governmental authorities which relate to Lessee's Intended Use of the Leased Premises, including, but not limited to, land use and zoning applications. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval").

5. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Term (as herein defined) of this Lease.

6. **Initial Term.** The initial term of this Lease shall be **five (5) years** commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit "D"**, evidencing the Commencement Date and other matters, shall be executed and recorded.

7. **Renewal Terms.** Lessee shall have the right to extend the Initial Term of this Lease for **five (5) additional five (5) year terms** ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The Initial Term and each Renewal Term shall collectively be referred to herein as the "Term".

8. **Rent.**

(a) Commencing on the Rent Commencement Date, during the Term of this Lease, Lessee shall pay to Lessor an annual rental amount of [REDACTED]

("Rent"), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by written notice to Lessee. Lessor acknowledges the first such payment of Rent will be made within thirty (30) days of the Rent Commencement Date. Lessee shall have no obligation to make any Rent payments until such time as Lessee receives a completed Internal Revenue Service W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor (the "**Tax Credentials**"). From time to time during the Term and within fourteen (14) days of a written request from Lessee, Lessor agrees to provide updated Tax Credentials in a form reasonably acceptable to Lessee. The Tax Credentials shall be provided to Lessee in accordance with the provisions of, and at the address given in, Section 21 below. Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s) or transferee(s) of Lessor shall provide to Lessee

David and Kerri Renner
1130 E 7th St
Moscow, Id 83843
Drenner80309@gmail.com

City of Moscow Board of Adjustment:

Please allow Kerri and I to go on record as firmly opposing permit application LUP2021-0004 for the installation of an 80-foot wireless communication facility at 1400 E 7th street. We would sincerely appreciate you carefully considering our concerns below:

1. Under item **General Information --> 6. Operating Characteristics** of the filing application AT&T indicates that it has "identified a need for improved service in East Moscow and the surrounding area". However, we have until just recently been AT&T customers for more than 10 years and have never had any issues with intermittent or degraded wireless service. I know of no other neighbors in the area that have, over the years, experienced degraded wireless service, regardless of carrier (i.e., AT&T, Verizon, etc.). In addition, applicant states that the site will be provided to enhance its 4G LTE technology, an older technology slower than "pure" 4G technology. In terms of community benefit/cost this represents marginal technology benefit to the community. Applicant should be installing 4G at the site at a minimum, not 4G LTE. New 5G technology represents maximum community benefit.
2. Under item **General Information → 7 → Criteria #2** of the filing application, applicant indicates "The proposed use will maintain the character of the Church of the Nazarene campus by incorporating design elements similar to the adjacent church". However, filing application drawings A-2 2 and A-2.1 2, as well as the pictures that follow, illustrate that that the proposed structure will significantly and drastically alter the visual character and aesthetic appeal of the Nazarene Church property. In particular, the proposed 80 foot tower height, approximately 15 feet higher than the property's landmark dome cross, completely dominates the visual and aesthetic character of the property from every direction and distracts from the original architectural focal point of the property: the dome and its visually prominent landmark cross.

The excessively tall and rectangular/square shape of the proposed tower, in addition to its location at the very periphery of the property, is not only inconsistent with the design features of the domes' curved profile but also results in glaring "horizontal and vertical spatial discontinuities" with the property's existing structures. This unfavorable change will be visible and prominent from all directions and all vantage points.

3. Under item **General Information → 7 → Criteria #3** of the filing application, applicant indicates "All ground equipment will be fully screened with existing landscaping and a six foot (6') tall fence. Construction will create some noise that will last approximately one month. Two diesel generators will run in the event of a power outage, and once a week for one hour for maintenance." Application drawings A-1.2 2 and following illustrate that no additional landscaping vegetation will be used to provide a visual barrier for the ground structures to be installed (e.g., diesel generators, etc.). Only existing Arborvitae vegetation will be used in addition to newly installed 6-foot cedar fencing (Drawing A-2 2). If not routinely maintained (i.e.,

stained) this fencing will wear with time to a brown, grey oxidized surface. Who would be legally responsible for maintaining this fencing ?? Unless taken care of, this would simply become unattractive (PS: I'm replacing my worn, faded fence this summer).

The existence of 2 diesel generators is very concerning, not only from the standpoint of noise pollution but also from the standpoint of hydrocarbon emissions pollution. Testing of such generators will need to occur during construction and final testing before the site "goes live". In looking at applicants filing I have not found any specifications for such generators regarding rated noise and hydrocarbon emissions. We believe providing emissions specifications for such equipment should be mandatory; we believe this is unacceptable otherwise. Generators would ostensibly run full-time for an unknown period of time in the event of a power outage. This would create significant changes in the surrounding neighborhood/area due to the increase in noise and hydrocarbon emissions. Living directly across the street from the proposed installation, we would be significantly impacted. In addition, applicant states that generators would routinely run once a week for one hour for maintenance purposes but does not state the time of day or times when such maintenance would occur. Weekly running/testing/maintenance of these generators would be very undesirable from our point of view and would surely be considered a nuisance for those residing in the areas immediately adjacent. Continual running in the event of a power outage would be even more so.

Applicant materials also state that the site will be a "co-location" site. We are very concerned about this. Vendors who will provide/install equipment and need to provide maintenance include the applicant (AT&T) as well as T-Mobile and Dish Network (Drawing A-1.3 2). However, applicant nowhere indicates what the T-Mobile "lease area" will be used for or what equipment will be installed (it only mentions "support equipment") and what maintenance will be required. Similarly, no specifications are provided for the Dish Network "lease area" in terms of what equipment will be installed and what maintenance will be required.

Will the AT&T diesel generator conform to the same use and maintenance schedules as the T-Mobile diesel generator ? Not likely as these vendors will have independent operational needs and objectives even though being co-located. Will the Dish lease area equipment, whatever it consists of, require an even different schedule of visits, testing and maintenance to satisfy their needs? Because this location is a "co-location" site it is inevitable that all 3 vendors will have unique and different requirements in terms of site visits, maintenance, testing and operational priorities. This will very likely lead to a situation where the vendors are in a continual process of coming and going to the site for any number of reasons. Having the proposed site be a single-vendor site (AT&T exclusively) is one thing but having the site house the equipment of three separate vendors will invariably result in a "high traffic footprint" at this site with activity potentially taking place at all times and days of the year.

The area immediately surrounding the proposed site, the church parking lot directly in the area to the north and east of the proposed site, is used extensively by children and young families riding bikes, teens and others transiting through the area, and what appear to be novice automobile and motorcycle drivers practicing their skills. Many times I can look out my kitchen window to the north-east and view the various activities taking place in this area. This proposed site will significantly alter the character of this area relative to these activities and potentially pose a public health risk to those in the immediate area in terms of a fence gate being left open/unlocked, curious teens desiring to get a better look at the area that has been fenced off

and inexperienced drivers “not making a necessary turn in time”.

Additionally, Park Avenue, the proposed access point for the site, is a very high pedestrian, pedestrian & pet and bicycle traffic area on both sides of the street. Addition of this proposed access, with its increase in vehicle and equipment traffic would significantly increase the safety risk for these individuals. This is something we believe is very undesirable

Finally, our family, and others I have talked to regarding this issue in the past week, are all very concerned about the effect this proposed site would have on our property values. Living directly across the street from the proposed site this is something that I believe will have a direct and significant detrimental financial impact on our family. Other families have expressed the same concern.

Our neighborhood, the neighborhood of this proposed site, is known for its pleasant, quiet and friendly atmosphere. The Nazarene Church with its spacious parking lot used by so many, Short's Funeral Chapel with its large bike-friendly and skate-friendly lot and its green field just to the south abutting our property, always being used for walks and dog walking, and “triangle park” just down the street give the neighborhood a spacious, open, residential, and cohesive feel, the dome and its cross standing as the landmark prominent and identifiable to all. Allowing the proposed site to be approved would significantly, and I believe detrimentally, affect all those who live in, visit and transit through the neighborhood.

For the reasons above we respectfully request that this permit be denied.

Thank You,

Dave & Kerri Renner

18 March 2021

Board of Adjustment
City of Moscow
City Hall
206 E Third Street
Moscow, Idaho 83843

I am writing to oppose the Conditional Use Permit Application LUP 2021-0004 submitted to the City of Moscow by PI Tower Development LLC (Proposed 80' Wireless Communication Facility at 1400 E. Seventh Street) on 19 February 2021.

I live at and own the home, jointly with my wife, at 1009 E. 7th Street in Moscow, one block from the proposed wireless tower.

I have reviewed the documents submitted by the original applicant (dated 30 July 2018) and the new documents submitted by the current applicant (dated 19 February 2021). Based on this review, I ask the Board of Adjustment to deny this application for a conditional use permit. The applicant has not provided any new information that would allow the Board of Adjustment to reach a different conclusion than it did in 2018.

I note that the only substantial difference between the original proposal and this new proposal is the nature of the proposed stealth tower. The original proposal was based on an 80 foot stealth tower in which the cell towers would be cloaked in a fir tree façade. The new proposal cloaks the tower within a church-like structure. But this new structure does little to hide the fact that the tower would become the predominant view from any location in our neighborhood, including from Triangle Park.

I note that the proposed tower is on the far west end of the church property, substantially away from the main church building. I also note that, based on the photographs provided in the application, the tower would be taller than the main church tower itself.

I encourage the Board of Adjustment to again deny the conditional use permit.

Michael Kyte
1009 E. 7th Street
Moscow, Idaho 83843

Date: March 12, 2021

To: Board of Adjustment, City of Moscow

From: Maury Wiese, 711 Park Drive, Moscow, ID
208-301-8116, mwiese@uidaho.edu



Re: Permit Application LUP 2021-0004
Proposed 80' Wireless Communication Facility at 1400 E. Seventh Street

I oppose this Conditional Use Permit and ask the Board of Adjustment to deny it. My opposition is based on the following:

Need:

The church might indeed need the revenue from this installation. However, in my long experience with my neighbors and this neighborhood, a complaint about the lack of cell or other wireless services has never surfaced. I judge the proposed services offered by this installation to be alternative rather than necessary.

Esthetics and Compatibility:

The proposed site of the tower is not `adjacent` to the church. If the tower was an integral part of the existing church structures or located on the eastern portion of the church property, it might be less concerning.

Instead, it's sited far from the church perhaps to minimize its unsightly fenced presence, the weekly noise and exhaust from its diesel powered generators and the negative impact of any accessory equipment stored or installed outside the proposed enclosure.

For these same reasons, I don't want this imposing tower across the street from my house. Furthermore, this 80' wireless communication facility would detract from the park focus of my Eastgate neighborhood let alone negatively affect the value and desirability of residences on and beyond E. Seventh Street and Park Drive.

NOTICE OF PUBLIC MEETING

Appeal of the Denial for a Conditional Use Permit at 1400 E. Seventh Street
Permit Application LUP2021-00017

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

Appeal of a Conditional Use Permit application for a proposed 80-foot-tall Wireless Communication Facility (WCF) intended to resemble a church tower that was denied by the Board of Adjustment on March 29, 2021.

The Council shall not act on an appeal which differs materially from that which was considered by the Board of Adjustment. When considering the merits of an appeal, no additional public testimony or information shall be taken or considered by the Council.

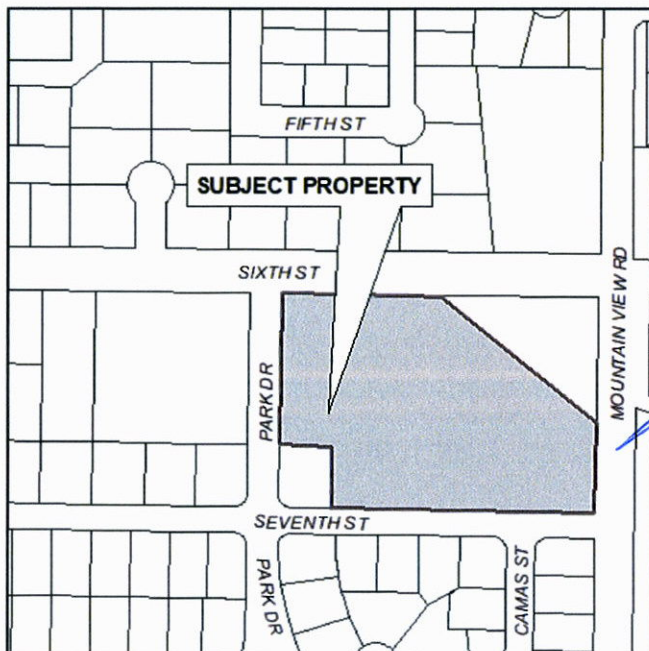
HEARING DATE: Monday, May 3rd, 2021

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

MEETING TIME: 7:00pm

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

The file containing information on this matter is available for public review at the Community Planning & Design Department located in the, Paul Mann Building at 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter. You may obtain further information about the public hearing process and procedures on the City's Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie Hopkins,
Moscow City Clerk


Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, April 24, 2021

COMMITTEE STAFF REPORT

DATE: Monday, May 3, 2021



RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor, Community Planning and Design

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

BBC LLC Developer Participation Request (ACTION ITEM) - Bill Belknap

DESCRIPTION

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC, requesting the City's financial participation in the construction of the extension of Conestoga Road and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge and attendant utilities to the southerly boundary of the City's property (located on W. Palouse River Drive) is estimated at \$2,372,062. While not specified within the letter of request, it is Staff's understanding they are requesting that the City equally share in the cost of those improvements. Separated by fund, the requested 50% financial contribution without contingency would be \$47,000 for the Sewer Fund, \$90,000 for the Water Fund and \$941,210 for the Street Fund, for a total cost of \$1,078,210.

As detailed in the attached memo, the City Council has previously recognized its obligation to extend existing roadways through new development areas to ensure that the City can grow in an orderly and logical way as is required of private subdivisions within the City. This roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities and it would appear appropriate for the City to financially participate in the improvements. City Staff have identified available funding within the City's capital fund accumulation that could be utilized to fund the requested participation. Staff recommends that the City condition the financial contribution upon the requirement that BBC LLC improve West Palouse River Drive from the intersection with Conestoga Drive east to U.S. 95. The subject improvements would include widening West Palouse River Drive to a minimum width of 34 feet and the addition of curbing and sidewalk on the southside of the roadway through the segment. This would ensure that roadway would be improved to the City's minor arterial standard to accommodate the anticipated vehicle traffic that will result from the future development of the playfield property and the proposed residential development to the South.

This was reviewed by the Public Works/Finance Committee on April 26th and recommended for approval.

STAFF RECOMMENDATION

Review request and provide Staff direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Review request and provide Staff direction.

FISCAL IMPACT

\$47,000 from the Sewer Capital Fund

\$90,000 from the Water Capital Fund

\$941,210 from the Street Capital Fund

PERSONNEL IMPACT

ATTACHMENTS

1. mem-Palouse River Drive Developer Participation
2. Request Letter
3. BBC02-Conestoga Estimate-2021-04-08

Memo

To: Gary J. Riedner, City Supervisor

From: Bill Belknap, Deputy City Supervisor

Date: April 22, 2021

Re: Palouse River Drive Ballfield Access Road Participation Request

As you are aware, the City purchased the 44-acre Palouse River Drive playfield property in 2002 from Sherm Clyde for the purpose of development of athletic playfields which had been identified as a significant need within the community. The property was located adjacent to a designated arterial roadway (West Palouse River Drive), was relatively flat and was well buffered from adjacent land uses, making it well suited for the intended use. The South Fork of the Palouse River bisects the property and park development is commonly a suitable and compatible use of floodplain areas that help preserve them for their natural flood storage function. Shortly after purchasing the property, the City partnered with the Palouse Clearwater Environmental Institute to complete a river restoration project at a cost of \$506,000. This included 12,000 plantings along the river with 47 plant species

The City then formed a group of stakeholders to prepare a conceptual masterplan for the development of the property which included seven playfields (2 baseball, 2 softball, 2 soccer, and 1 lacrosse field) along with supporting parking lots and natural open space areas with a walking path located on the north side of the river. Early in the design process, the City Council recognized that the City should be held to the same standard to extend existing roadways through new development areas to ensure that the City can grow in an orderly and logical way as is required of private subdivisions within the City. Design and planning efforts spanned several years as the community and the City Council evaluated project elements such as extending effluent reuse to the site for irrigation, roadway improvements to Palouse River Drive to U.S. 95, as well as the extension of Conestoga Drive to the south (including the construction of a bridge crossing) across the site to provide access to the fields and parking lots and the undeveloped property to the South. The preliminary development cost was estimated at approximately \$7.9 M which included the development of all fields, parking areas, the extension of Conestoga Drive and bridge construction, extension of effluent irrigation systems and the improvement of West Palouse River Drive to U.S. Highway 95.



In 2011, the City Council ultimately determined that the Palouse River Drive Playfield project was too expensive to advance at that time and instead approached the Moscow School District to advance the development of what is now the Moscow School District Community Playfields on Mountain View Road. The Moscow School District Community Playfields project was completed in 2016 at a cost of \$3.5 Million which was shared between the City and the Moscow School District.

It was recognized that the smaller Moscow School District Community Playfields facility did not fully meet the current demand for athletic field space and that demand will only grow in the future. The City Council chose to retain the Palouse River Drive Property for future athletic fields and to be developed at a time when it could be coordinated with development of the surrounding area.

On April 8th of this year, City Staff received a request from Rich Beebe, representative of BBC LLC owner of the 232 acres adjacent and south of the City's playfield property, requesting the City's financial participation in the construction of the extension of Conestoga Road and the accompanying bridge construction as it provides mutual benefit to both parties. The total cost of the construction of the roadway, bridge, and attendant utilities to the southerly boundary of the City's property is estimated at \$2,372,062. While not specified within the letter of request, it is Staff's understanding that they are requesting that the City equally share in the cost of those improvements. Separated by fund, the requested 50% financial contribution without contingency would be \$47,000 for the Sewer Fund, \$90,000 for the Water Fund, and \$941,210 for the Street Fund, for a total cost of \$1,078,210.

As noted above, the City Council has previously recognized its obligation to extend existing roadways through new development areas to ensure that the City can grow in an orderly and logical way as is required of private subdivisions within the City. This roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities, and it would appear appropriate for the City to financially participate in the improvements.

Staff have examined the available street capital funding that could be allocated to fund fifty percent of the cost of construction of the Conestoga Street extension and bridge construction to facilitate access to the City's Palouse River Drive Ballfields Property. The City has several other large projects that will be under construction this year including the Third Street LHSIP project, the Sixth Street Bridge Project as well as the advancement of the Mountain View Project to construction in 2021. It appears that with an additional \$526,707 of allocation, the City would be able to fund all planned projects within FY2021 along with the contribution to the Conestoga extension and bridge and continue to fund the anticipated future projects over the next three years. The proposed additional Street allocation would include \$349,900 from the Park Improvement accumulation and \$176,707 from the Streetscape allocation. With this reallocation, it is anticipated that the City would be able to fund the proposed contribution and the other capital projects as identified within the City's Capital Improvement Plan.

If the City Council were to contribute the requested funding, Staff would recommend that the City condition the financial contribution upon the requirement that BBC LLC improve West Palouse River Drive from the intersection with Conestoga Drive east to U.S. 95. The subject improvements would include widening West Palouse River Drive to a minimum width of 34 feet and the addition of curbing and sidewalk on the south side of the roadway through the segment. This would ensure that roadway would be improved to the City's minor arterial standard to accommodate the anticipated vehicle traffic that will result from the future development of the playfield property and the proposed residential development to the South.

Staff would recommend that the City's financial contribution would be limited to no more than 50% of the actual cost of construction, shall not to exceed a total amount of \$1,078,210, and shall not be disbursed until completion and city acceptance of the Conestoga extension, bridge, and improvements to West Palouse River Drive.

April 8, 2021

Mayor Lambert and Moscow City Council
City Hall
Moscow, ID 83843

Re: Bridge and Roadway Funding Assistance Request

Dear Mayor Lambert and City Council:

BBC LLC is requesting bridge and roadway funding assistance for the proposed extension of Conestoga Street south of Palouse River Drive and bridge across the South Fork of the Palouse River through the City of Moscow's Park property in that location. The roadway is approximately 1300 feet in length with an estimated construction cost of \$1,206,420.00. The bridge across the South Fork of the Palouse River will connect City of Moscow park property and future residential development to Palouse River Drive. For efficiency of construction, we are proposing to use a Contech *Conspan* precast concrete bridge structure. The estimated bridge design and construction costs are \$950,000.00 plus permitting fees.

The construction of the roadway and bridge through the city park will benefit the City and future development to the south. The benefits will be realized in numerous ways such as; reduced construction costs utilizing public/private investment through shared infrastructure cost, public access to premier parkland on the south side of the South Fork of the Palouse River, increased availability of housing in Moscow, increase availability of "Affordable Housing" through an agreement with the Moscow Affordable Housing Trust and lastly, promote sustainable smart growth in an area of high demand.

This is an exciting opportunity to achieve these positive goals for the City and its growth. We appreciate any input you have and thank you for your consideration of this project.

Sincerely,

A handwritten signature in dark ink, appearing to be 'Rich Beebe', with a long horizontal flourish extending to the right.

Rich Beebe
BBC LLC

Conestoga Drive Extension Cost Estimate

City of Moscow



Preliminary Construction Cost Estimate

Prepared by: SynTier Engineering (SAS - 4/8/2021)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization/Demobilization	LS	1	\$190,000.00	\$190,000.00
2	Excavation (Excluding Stripping)	CY	2,000	\$6.00	\$12,000.00
3	Stripping (including stockpiling)	CY	2,000	\$6.00	\$12,000.00
4	Embankment	CY	7,500	\$3.00	\$22,500.00
5	Topsoil Placement	SY	4,000	\$3.00	\$12,000.00
6	Aggregate Base	SY	4,750	\$15.00	\$71,250.00
7	Asphalt	TON	1,550	\$100.00	\$155,000.00
8	Curb & Gutter	LF	2,750	\$20.00	\$55,000.00
9	Sidewalk (with base rock)	SY	2,300	\$50.00	\$115,000.00
10	ADA Ramps	EA	2	\$2,000.00	\$4,000.00
11	Street Monuments	EA	5	\$650.00	\$3,250.00
12	Catch Basins	EA	10	\$2,200.00	\$22,000.00
13	Storm Sewer Manhole	EA	4	\$3,500.00	\$14,000.00
14	Storm Sewer Pipe	LF	1,150	\$80.00	\$92,000.00
15	Inlet protection	EA	10	\$80.00	\$800.00
16	Silt Fence	LF	2,700	\$5.00	\$13,500.00
17	Sanitary Sewer Manhole	EA	4	\$3,500.00	\$14,000.00
18	Sanitary Sewer Pipe	LF	1,000	\$80.00	\$80,000.00
19	Watermain Pipe (including fittings)	LF	1,400	\$120.00	\$168,000.00
20	Fire Hydrants	EA	3	\$4,000.00	\$12,000.00
21	Franchise Utility Trench	LF	1,400	\$45.00	\$63,000.00
22	Bridge	LS	1	\$950,000.00	\$950,000.00
23	Bridge Design (Bridge, Road, Utility, Geotechnical)	LS	1	\$75,120.00	\$75,120.00
				Subtotal	\$2,156,420.00
				Contingency (25%)	\$215,642.00
				Project Total	\$2,372,062.00

Notes:

- 1.) Does not include permit fees.
- 2.) Does not include prevailing wage