Moscow City Council

Regular Meeting
~Agenda~

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Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 21, 2021 | **7:00 PM** | **Council Chambers 206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. We appreciate and encourage public participation. The formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. For regular agenda items the public will usually have the opportunity for comment on that agenda item after the staff presentation. These agenda items do not include the consent agenda and reports. Please limit any remarks to three (3) minutes or less. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. Approval of Moscow City Council June 7, 2021 Minutes - Laurie M. Hopkins

   B. Disbursement Report for May 2021 - Sarah Banks

   Presentation of the Accounts Payable Report for the month ending May, 2021.

   ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of May 2021.

   C. Lot Line Adjustment: 816 and 902 Public Avenue - Aimee Hennrich

   The applicant, Pat Planagan, is requesting a lot line adjustment between two properties located at 902 and 816 Public Ave. 902 Public Ave is currently 51,231 sf and 816 Public Ave is currently 37,093 sf. As a result of the proposed adjustment, 902 Public Ave will become 17,038 sf and 816 Public Ave will become 71,286 sf. 902 Public Ave contains a barn currently used for storage and 816 Public Ave currently has a single-family home. The subject properties are located within the Medium Density Residential District (R-3). Within the R-3 Zoning District, lots are limited to single-family, twin homes, townhouses and two-family dwellings, require a minimum area of 6,000 square feet for a single-family home and a minimum lot width of 60 feet and 20 feet in width for flag lots. The proposed lot line adjustment meets all of these standards. This was reviewed and approved by the Public Works and Finance Committee on June 14, 2021.

   ACTION: Approve the Lot Line Adjustment with no conditions.

D. Development Agreement Amendment: Ridgeview Estates 2nd Addition - Todd Drage

Noel Blum, on behalf of Blum Enterprises - 3 LLC, has requested to amend the Development Agreement for the Ridgeview Estates 2nd Addition Subdivision. The Ridgeview Estates Second Addition was platted in 2014 and the development agreement was approved and signed in November of that year. The requested modification is to allow the development to be completed in two phases, as detailed in Section 18 and Exhibit B of the attached agreement. The phasing modification is the only item requesting to be amended. All other sections of the original development agreement would remain unchanged.

ACTION: Approve the development agreement amendment with Blum Enterprises - 3 LLC for the Ridgeview Estates 2nd Addition.

E. Sixth and Logan Asphalt Improvement Project Bid Results and Contract Award - Nate Suhr

The City published an advertisement for bids on May 21st, 2021 for Sixth & Logan Asphalt Improvement Project. The bid for the project includes the replacement of eighty-four (84) tons of deteriorated asphalt and the installation of two hundred and seventy (270) feet of subsurface drain pipe to catch groundwater that caused the deterioration in the asphalt. The Engineer's estimate for the project was $65,776.00.

Bid opening for the project took place on May 28th, 2021, at which one (1) bid was received. Motley-Motley Inc. was the only bidder on the project with a bid of $57,940.00. A bid tabulation is included in the packet.

ACTION: Accept the low bid from Motley-Motley Inc. for Base Bid, award the contract in the amount of $57,940.00 and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

F. Portable Collection Donation Proposal - Megan Cherry

Five works by artist Pam Overholtzer have been offered as a donation to the City's Portable Collection. Overholtzer comes from a long line of artists with a lifelong passion for design, art, and craft. She maintained an interior design practice focused on historic architecture and interiors before returning to college to study architecture at the University of Idaho where she earned a Master of Architecture degree and research-oriented Master of Science degree. The seeds for this project began when Pam first saw Lillian Ottness's well-known book "*A Great Good Country*," and particularly Lillian's sketches of the historic buildings in downtown Moscow. While working on City Hall's Centennial Art Show at the Third Street Gallery as a member of the Moscow Historic Preservation Commission, she had an opportunity to work directly with Ottness's original drawings. Musing about the sketches, Pam sought a way to apply her artistic talent, a penchant for detail-oriented projects, and model-building skills to three dimensional interpretations of Ottness's beautiful sketches in the form of small, multi-dimensional models mounted in shadow boxes. The donation is offered by architect and longtime City of Moscow Planning & Zoning and Historic Preservation Commission member Wendy McClure.

The Moscow Arts Commission voted during their May 11, 2021 meeting to recommend acceptance of this donation and states a preference for keeping all five works together in a single display location. The donation proposal was reviewed by Administrative Committee on June 14, 2021.

ACTION: Accept artwork donation.

G. Moscow Farmers Market Live Entertainment Request - Amanda Argona

Per the direction of City Council, live entertainment and performances are scheduled to return to the Moscow Farmers Market on Saturday, July 3. Given the current downward trend of cases in the community, updated guidance from the Center for Disease Control, and Resolution 2021-08 Terminating Amended Public Health Order 20-03, staff is seeking to have the 9:00 to 10:00 a.m. performance time slot reinstated alongside the already approved 10:30 a.m. to 12:30 p.m.

performance time slot, as well as lifting the suspension of the Performance Vendor program.

ACTION: Approve the reinstatement of the 9:00 to 10:00 a.m. performance time slot and Performance Vendor Program.

H. Community Oriented Policing Services (COPS) - Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant - Alisa Anderson / Anthony Dahlinger

The Pullman Police Department will be leading in the application and management of grant funds from the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA). The Moscow Police Department as well as other local law enforcement agencies have been invited to participate in a regional team of law enforcement peer support. Four officers will be selected from the Moscow Police Department to participate on the Peer Support Team and in training. Grant funds requested by Pullman Police for the Moscow Police Department will not exceed $38,000.

ACTION: Ratify approval of the grant application for participation in the regional Peer Support team under the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA), managed by Pullman Police Department, not to exceed $38,000 in grant awards for the Moscow Police Department.

I. Andrew Becker Memorial Public Art Installation at the ITC Sculpture Garden – Megan Cherry

In January 2021, the family of Andrew Thatcher Becker contacted the City of Moscow with an offer to donate funds for a public art installation. Following conversations between donor, staff, and MAC members, the ITC Sculpture Garden was identified as a location that fits the budget and artistic direction for the project. The ITC Sculpture Garden has traditionally hosted temporary installations of three-dimensional artworks that are featured for up to one year. There are five plinths in that location, each of which are filled following an RFP process and selection by a panel of community members. Each artist is paid an honorarium for the loan of their artwork, and this program has traditionally served the UI student artist population. The offer of donated funds to support the accession of an artwork into the Permanent Collection has prompted the re-assignment of one of the plinths as a permanent location for the artwork to be funded by the donor's contribution. This shift would result in four plinths being available for the annual call to artists. The MAC voted during their March 9, 2021 meeting to recommend this re-assignment.

Arts staff has prepared an RFP for this opportunity based upon Becker's biographical information, the Public Art subcommittee's advice, and standard Arts Department processes and timelines. The MAC voted during their May 8, 2021 meeting to recommend approval of this donation and the RFP, and the project was reviewed by Administrative Committee on June 14, 2021.

ACTION: Approve the donation, plinth re-assignment, and RFP.

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. Update of MPD Bodyworn Cameras Report - James Fry / Mia Bautista

6. Public Hearing: Rolling Hills 9th Addition Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Ryan Itani, is proposing to subdivide a 2.3-acre area of land generally located east of the intersection of Third Street and Sixth Street into 10 lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with two conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

7. Public Hearing: Anderson Addition Phase VI Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, Jim Swift, is proposing to subdivide a 5.88-acre area of land generally located at 2075 Sunnyside Ave and 706 W Palouse River Drive into 18 lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with three conditions.

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

REPORTS

City Council

Mayor

Staff

ADJOURN

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

Moscow City Council

Regular Meeting
~Minutes~

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Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 7, 2021 **7:00 PM** **Council Chambers 206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan, Gina Taruscio, Anne Zabala
STAFF: Gary J. Riedner, Mia Bautista, Bill Belknap, Mike Ray, Tyler Palmer, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE
Council President Bettge led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council May 17, 2021 Minutes - Laurie M. Hopkins

B. Request Authorization for Beer Garden for Rendezvous in the Park 2021 - David Schott

Rendezvous in Moscow, Inc., is requesting that the City Council approve a Resolution allowing them to have a beer garden provided by a licensed vender in East City Park for Rendezvous in the Park 2021, between 12:00 p.m. and 10:00 p.m. on July 24, 2021. The event is open to the public and there have been no issues related to this request since the first beer garden was approved.
The location of the beer garden has changed from the past to utilize the existing stage at East City Park. Rather than generally located on the east side of the park, the beer garden in 2021 will be on the west side of the park.

Security will be provided by Allied Universal Security Services. No City police officers are required. The Chief of Police has reviewed the request, as well as the safety requirements addressed in the Resolution, and had no issue with the request.
The Administrative Committee reviewed and recommended approval during their May 24, 2021 meeting.

ACTION: Approve the Resolution authorizing the beer garden request for Rendezvous in the Park 2021.

Bettge moved, Taruscio seconded to approve the consent agenda as presented. 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.

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5. Citizen Commission Report - Transportation Commission - Bill Belknap/Bob Sanders

Belknap listed the Transportation Commission members and provided information on the role of the Commission. Recent projects included an amendment of the number of members, review and amendment to the street standards, policy recommendations for e-bicycles/e-scooters, neighborhood traffic calming policy, and review of five subdivisions in regards to transportation.

6. Airport Grant – Terminal Design and Apron Construction (ACTION ITEM) – Tony Bean, Executive Director Pullman-Moscow Regional Airport

It is desirable to apply for entitlement and discretionary grants from the U.S. Department of Transportation Federal Aviation Administration (FAA) Airport Improvement Program for the purpose of Terminal Design and Apron Construction. The amount of the grant is $12,000,000 with a local match of $1,053,338.00 from the Airport's CARES grant. To facilitate the FAA grant, it is appropriate to preauthorize its acceptance. The proposed Resolution has been prepared for that purpose. The Resolution also authorizes the execution of related assurances and certifications. This was reviewed by the Public Works/Finance Committee on May 24, 2021 and recommended for approval.

PROPOSED ACTIONS: Adopt the proposed Resolution preauthorizing the acceptance grant offer AIP 3-53-0051-058 from the FAA Airport Improvement Program, or take such other action deemed appropriate.

Bean introduced the item as written above updating that he recently found out there will be no match for the grant. The concept and draft budget can be found on the airport website. The supplementary discretion funds may not be available however, communities are receiving 100% match which leaves extra monies difficult to come by. The apron and terminal are the top two projects in the Seattle office for discretionary funding next year. Taruscio moved to adopt the proposed Resolution preauthorizing the acceptance grant offer AIP 3-53-0051-058 from the FAA Airport Improvement Program. Bettge seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Public Hearing: Edington Annexation, Comprehensive Plan Land Use Designation, Zoning Designation, and Preliminary Plat (ACTION ITEM) - Mike Ray

The applicant, BBC LLC, is requesting the annexation, Comprehensive Plan land use designation amendment, rezoning, and a preliminary subdivision plat of a 235-acre property generally located south of the west Palouse River Drive ball fields property and west of the Schweitzer Engineering Laboratories property. The current Comprehensive Plan Land Use Designation is a combination of Auto-Urban Residential and Rural and Agricultural and the proposal is a combination of the High-Density Residential and Auto-Urban Residential designations. The zoning of the subject property is currently Agriculture Forestry (AF) and the proposal is to rezone to a combination of the Residential Office (RO) Zone and the Medium Density Residential (R-3) Zone. The proposed preliminary plat is a 27-acre area with 105 lots ranging from 2,328 to 63,105 square feet in size, referred to as Edington Subdivision. The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Comprehensive Plan Land Use Designations, Rezone, and Preliminary Plat on May 12, 2021 and recommended approval with one condition.

PROPOSED ACTIONS: Conduct the public hearing upon the annexation, Comprehensive Plan land use designations, zoning designations, and preliminary plat and upon consideration of any testimony presented:

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

2. If the Annexation Ordinance is approved, approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or reject the proposed Comprehensive Plan Land Use Designation Resolution and

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direct staff to prepare a Reasoned Statement of Relevant Criteria; or take other action as deemed appropriate.

3. If the Annexation Ordinance is approved and Comprehensive Plan Land Use Designation Resolution is approved, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take other action as deemed appropriate.

4. If the Annexation Ordinance is approved, the Comprehensive Plan Land Use Designation Resolution is approved, and the proposed Zoning Ordinance is approved, approve the preliminary plat for Edington Addition with conditions and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or approve the preliminary plat with no conditions and direct staff to prepare a Reasoned Statement of Relevant Criteria; or reject the preliminary plat and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take other such action deemed appropriate.

Ray introduced the item as written above and described the location. Comprehensive plan designation, zoning, utilities and streets were also described. The preliminary plat proposes both RO and R-3 zones to allow for single-family, duplexes, multi family, town houses, and twin homes. See attached presentation.

Engineering Department would conduct a study to determine whether there is an issue of the stormwater detention being in floodplain. Ray explained the roads in the thoroughfare plan which the developer must accommodate for in plans. Protections for the Palouse River would include silt fencing as well as permits from the Army Corps of Engineers. The Comprehensive Plans are based for a build out of 30 years. The density in this area would be forecasted for low, medium and high density. Modeling for potable and fire flow is being conducted now. Belknap explained the area of concern is not this initial phase but adequate supply for the long term of the area. As the area is developed, including the SEL property, and with higher elevations to the south, there may be a need for additional conveyance, storage or a booster station.

Mayor Lambert opened the public hearing at 7:44 p.m.

Scott Sumner said he is representing the development team. The developer is trying to provide housing for the community. Townhomes provide affordability and provide public facilities. He hopes through design and the public hearing, the Council will see what they are trying to accomplish.

Rick Beebe (developer) said this is a big deal and they spent hours talking to different people on how to move forward with this development. Phase 1 is 27 acres of the 200 acres. When developing, there are three things that are always a problem: water (need to do something about water soon), farmland out of production (need growth to keep businesses healthy and providing housing), affordable housing (ability for young families to live here).

Mayor Lambert asked for testimony in opposition to the application.

David Hall (Moscow) is opposed to annexation. By annexing the property, the city is supplying municipal water for any uses the property chooses. Drawing water from the aquifer needs to be minimized until a clear plan, including a water budget, is put into place. The City must say no to unlimited water consumption.

Tim Clyde (Moscow) said he is not totally opposed but has a water line from trailer court to his property, which means it would go under two city streets. He is working with the developer on options but it will be a city issue. He feels Palouse River Drive needs to be widened to the other entrance as well. The proposed road Augustine is his driveway and trucks go in and out because of landfill.

Tim Bazzler (Moscow) said he is not against the division but concerned about traffic cutting through the University Heights neighborhood to the University.

Joann Muneta (Moscow) also believes people take the shortest route which will make easy to cut through residential roads. She is also concerned about housing; the Residential Office (RO) zoning and suggested R-3 instead; public transportation; schooling for kids in this neighborhood and costs for busing; who

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decides the burden on public amenities.

Doug Gadwa (Moscow), opposes the design of Conestoga being tied to the north neighborhood which dumps traffic into University Heights; the subdivision leaves a triangle of wasted space and who will take care of it; the area flooded in 1990's and unless designed large enough, it will flood all the way to Fountain Industrial Park; would prefer the development be R-1 with nice houses.

Jean Elliott (Rural Latah) believes approval of this development would approach loss of quality of life; invite large corporations putting our local businesses out of business; expense to tax payers; new schools will be required; water supply will cost millions; roads, cell towers, transmission lines; development is too large and uses could be different from what is talked about now; troubled by some of the decisions this year and how this decides future decisions. She suggested the Council not approve the development.

Sumner responded to the public comments: water usage is a long term plan and they are not taking it lightly; they are working on realigning the Clyde water line; they will look at impacts of traffic and look at ways to address concerns of traffic mitigation; the RO was to provide additional opportunities for the area that R-3 doesn't allow; the streets will accommodate busses; want people to walk the trails to the arboretum; bridges are designed for the 100 year floodplain. He doesn't believe you can continue to build R-1 zones and expect the cost of housing to go down. They are trying to be creative to provide quality and affordable housing.

Mayor Lambert closed the public hearing at 8:16 p.m.

As far as safety is concerned, streets need to be aligned across, not jogged. Discussion ensued regarding which traffic would route, including the possibility of traffic on the future build of Sunnyside. Ray explained the City is responsible for the street frontage on Palouse River Drive. Belknap said it is up to the Council to discuss advancing the improvement of the road ahead of development of the property. All the subdivisions in the area have been developed with Palouse River Drive in its current condition. Sullivan is concerned about waiting too long to upgrade the road. Conestoga was aligned because of the City's design and general desire to connect to the City's street network. Some increased traffic will occur as neighborhoods are developed and the City grows. Sullivan suggested having a plan to monitor traffic and if it becomes a problem have a plan to mitigate it. Belknap said the Transportation Commission is working on adopting traffic calming strategies. If traffic speeds or volumes indicate an issue, there are many traffic calming measures that could be considered. Zabala likes there is a policy being developed but prefers being proactive and prevent the behavior before. Riedner said there are processes in place if it becomes an issue. Bettge said if the City does something proactive, the City has spent time, money and energy on a problem that doesn't exist. Laflin said if there is a problem, there is a process to review and take action if it becomes a problem.

Taruscio said Moscow is growing and this is what it feels like. Staff reviews these types of issues and she trusts it would be addressed should it become an issue. She appreciates the 30 year view in the comprehensive plans. A city can't do the same thing and expect different results. She feels this development

Kelly said she is excited about this development and her biggest concern is the area by the arboretum. She suggested prioritizing upgrading that portion of the road and making it happen sooner. She agrees water is an issue and happy the City is looking ahead. appreciate the work done, appreciate comments that worry.

When the City property was purchased, there was a private easement to cover the line. A roadway can be constructed over it. If the individual needs to repair it, they may bare that cost. Part of flood plain requirements, there must be a statement from a hydraulic engineer stating there are no adverse effects to upstream or downstream properties. Sullivan asked if there would be a reason to annex a smaller part? Belknap said the Council could choose not to annex and could choose to pass on first reading and approve less area. The downside of annexing a smaller portion is the developer could develop adjacent to the city and the City would not have ultimate discretion to approve it.

Laflin said she is struggling with this issue as it is a large subdivision but there has been a housing shortage since she arrived in 1991. She likes the diversity of housing. There is even more increase in housing with

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the addition of Emsi and SEL. She feels if there isn't housing, there won't be businesses.

Taruscio agreed with Laflin and moved to approve the Annexation Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Kelly seconded. Zabala commented that as growth happens she would like infrastructure to match it. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-06 by title:
AN ORDINANCE OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING THAT LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AND GENERALLY SHOWN ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE, BE ANNEXED TO THE CITY OF MOSCOW; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Sullivan said the RCS says new areas of high density should be by mixed use that provide multi-modal transportation. Ray said minor arterials provides multimodal transportation with bike lines on both sides of street and sidewalks and explained the mixed uses.

Bettge moved to approve the proposed Comprehensive Plan Land Use Designation Resolution and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge moved to approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Taruscio seconded the motion. Sullivan asked the developer about the RO Zone and Sumner said there is no plan for the lots currently. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-07 by title:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF AN APPROXIMATELY SIX POINT SEVEN NINE (6.79) ACRE PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #1 AS RESIDENTIAL OFFICE (RO); PROVIDING FOR THE ZONING OF AN APPROXIMATELY TWO-HUNDRED AND TWENTY-EIGHT POINT THREE THREE (228.33) ACRE PROPERTY, DESCRIBED IN SECTION 1, PROPERTY #2 AS MEDIUM DENSITY RESIDENTIAL (R-3); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Sullivan feels the park property needs to be improved with the preliminary plat. Riedner said staff will be reviewing the Capital Improvement Plan and if that is a priority of the Council, staff can adapt that in the budget.

Taruscio moved approve the preliminary plat for Edington Addition with conditions and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

The Mayor called for recess at 9:02 p.m. The meeting resumed at 9:08 p.m.

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

The 2015 Supreme Court Case, Reed vs. Town of Gilbert, clarified when municipalities may impose content-based restrictions on signage. There are numerous sections within the City's sign code which apply content-based restrictions and need to be amended to comply with the Supreme Court's decision.

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Staff has worked with the City Attorney to make the necessary amendments, as well as converting portions of code from narrative to table format. The Planning and Zoning Commission conducted a public hearing on the proposed ordinance on May 12, 2021 and recommended approval to City Council. The Administrative Committee reviewed this item at their May 24, 2021 meeting.

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 additional details regarding Reed vs Town of Gilbert. He described changes to temporary signs regulations and explained the proposed tables. Bautista went through a few edits to the ordinance including the definition of entity and other minor changes.
Laflin commented she liked the charts which makes it user friendly. Sullivan agreed.

Mayor Lambert opened the public hearing at 9:19 p.m. Hearing no testimony, he closed the hearing at 9:20 p.m.

Kelly moved to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and include the edits the City Attorney stated. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2021-08 by title:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 6; PROVIDING FOR THE CONVERSION OF PORTIONS OF THE SIGN CODE FROM NARRATIVE TO TABLE FORMAT; PROVIDING FOR THE PROVISIONS OF THIS ORDINANCE TO 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.

9. FY2022 Proposed Stormwater User Fee (ACTION ITEM) - Tyler Palmer

As the Council is aware, the City of Moscow was issued a Phase II Stormwater Permit from the US Environmental Protection Agency that became effective October 1, 2019. The Permit requires the City to develop and implement a comprehensive stormwater management program in an effort to reduce pollutants to the City's Stormwater Control System and improve watershed health. Earlier this year, the Council adopted Title 5, Chapter 19 of Moscow City Code which provides for the establishment of a system of stormwater user fees and requires that the fees collected are set aside and designated solely for use for the maintenance, operations, improvements, regulatory requirements, and program costs of the City's Stormwater Control System. The code requires that the fee shall be reasonably determined based on the volume of runoff from a customer's property (as reflected in the extent of impermeable surface) into the City Stormwater Control System.

The City has been working over the last several years toward the development of: (1) stormwater user fees based on impervious surface area (ISA) measurements for properties of select customer classes (e.g., residential and commercial) within the City, and (2) a final stormwater user fee billing database. The majority of stormwater service providers charge fees based on ISA derived billing units called Equivalent Residential Units (ERUs) or Equivalent Service Units (ESU). The City of Moscow has adopted the ESU billing unit approach. One ESU is defined as the average amount of ISA on residential properties, which is determined by measuring ISA on a sample of residential properties. The number of billing units, or ESUs, for a non-residential customer is calculated by dividing the measured amount of ISA on the property by the average amount of ISA on residential properties.

Staff is in the final stages of finalizing the customer billing database and final ESU count, Financial Plan, and proposed user fee of $7.92 per ESU to draft the Fiscal Year 2022 budget in anticipation of an

October 1, 2021 roll-out of user fee assessments. This was reviewed by the Public Works and Finance Committee at their meeting on May 24, 2021 and was recommended for approval.

PROPOSED ACTIONS: Approved the proposed stormwater user fee rate of $7.92 for FY2022, or take such other action deemed appropriate.

Palmer introduced the item as written above and gave a brief history of the process. Ninety percent of the properties in Moscow have one ESU unit. Staff has found ways to reduce the user fee the last few months from what was originally proposed. If approved, the fee will be included in the FY2022 budget. This rate should be consistent for the first permit term. Cleaning and inspection of the system will better define the capital needs to maintain the system. City owned detention ponds are included in this program. There are stormwater requirements for the new developments and Engineering Department has already started an education process with the contractors.

Taruscio encouraged continuation of education and moved to approve the proposed stormwater user fee rate of $7.92 for FY2022. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Famers Market Commission – Bettge reported the market is going well; the Commission is reviewing whether to keep the drive through option; looking at local other ingredients such as sugars.

Moscow Volunteer Fire Department – Bettge said they are looking for an ATV for winter use and also reviewing systems to keep track of training for the volunteers.

Moscow Urban Renewal Agency – Bettge said the Agency has moved forward with the Sixth and Jackson project and reviewed their budget for next year.

Moscow Arts Commission – Sullivan reported the Commission is reviewing Third Street Gallery exhibition ideas; Mayors Arts Awards call for nominations; a portable collection by Pam Overholtzer donated by Wendy McClure in the Arts Department.

Moscow Pathways Commission – Kelly said the Commission handed out stickers at the Bike to Work event and tabled at the FMC. They were also excited about the Edington development.

Sustainable Environment Commission – Kelly said they are working with the high school environmental group with bee houses at Phillips Farm.

Clearwater Economic Development Association – Kelly said the meeting was uneventful.

Clearwater RC&D – Taruscio said they are winding down and in the middle of their last project should be done by the end of the year.

Human Rights Commission – Laflin said the Commission is planning for fall events and they tabled at the Farmers Market.

Mayor

He attended an Airport Board meeting and there will be a direct Boise flight with a 3 year commitment. He also attended the Schweitzer ground breaking and employee onboarding.

Staff

No report.

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

DRAFT

Kelly moved, Laflin seconded to adjourn to Executive Session at 9:38 p.m.

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

DRAFT

CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
June 7, 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; Tyler Palmer, Deputy City Supervisor

The executive session was called to order at 9:43 p.m.

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

The executive session was adjourned at 10:15 p.m.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, June 21, 2021

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report for May 2021 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending May 31,2021. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of $3,197,820.66.

Payroll	$1,108,578.00
Professional Services	$96,024.00
Sanitation	$317,307.00
Capital Outlay	$768,180.00
Capital Outlay-Improvements	$439,548.00
Capital Outlay-Vehicles	$30,311.00
ACH	$7,766.00
Supplies	$160,273.00
Utilities	$72,272.00
Contractual Payments	$48,449.00
ACH Wells Fargo	$19,974.00
Total	**$3,068,682.00**

STAFF RECOMMENDATION

Recommend approval and use of digital signatures to sign the Disbursements Report for the month of May 2021.

PROPOSED ACTIONS

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of May 2021.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report May 2021
2. Cash & Investments May 2021
3. Revenue Report May 2021

DISBURSEMENTS REPORT FOR MAY 2021

	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE		5/6/2021	5/13/2021	5/20/2021	5/21/2021	5/27/2021	5/10/2021 5/24/2021	5/21/2021	5/21/2021 5/25/2021	5/7/2021	5/21/2021	
BATCH #		AP 5.07.2021	AP 5.14.2021	AP 5.21.2021	AP 5.21.2021	AP 5.28.2021	AP 5.10.2021 AP 5.24.2021	AP 5.21.2021	AP 5.20.2021 AP 5.25.2021	ID 9	ID 10	
CHECK #'s		97972-98053	98054-98115	98116-98203	98204	98205-98253	May's CC ACH's	May's ACH's	98188, 98185	21453-21454	21455-21463	
Fund #												
	ACH for Wells Fargo to be Imported											**0.00**
101	**GENERAL**	17,094.26	14,634.77	8,973.17	9,589.00	11,856.93	7,610.01		(149.46)	326,751.88	356,114.02	**752,474.58**
105	**STREETS**	22,303.36	7,599.15	6,820.74		11,107.47	253.99		(123.81)	28,678.84	28,843.85	**105,483.59**
120	**RECREATION AND CULTURE**	17,423.82	9,221.12	7,560.76		1,613.81	5,389.22		(198.75)	49,446.04	50,562.66	**141,018.68**
121	**MSD COMM. PLAY FIELDS**	2,221.90	743.55				1,125.10			2,693.50	2,021.50	**8,805.55**
123	**1912 CENTER**	7,916.67										**7,916.67**
128	**TRANSIT CENTER**	255.22	2,067.29									**2,322.51**
220	**WATER**	51,249.15	19,920.96	70,659.31		33,778.41	1,111.69			48,686.97	48,463.17	**273,869.66**
230	**SEWER**	95,261.21	28,516.95	38,347.58		18,909.07	3,548.60			45,347.67	46,419.34	**276,350.42**
240	**SANITATION**	108,133.77	192,483.62	972.22						5,516.80	5,615.07	**312,721.48**
290	**FLEET**	39,420.01	29,524.66	7,509.53		2,518.48				11,937.36	10,672.50	**101,582.54**
295	**INFORMATION SYSTEMS**		4,106.61	211.26		50.00	935.78			20,383.14	20,423.21	**46,110.00**
320	**WATER CAPITAL PROJECTS**	21,043.18	148,842.52			219,883.49						**389,769.19**
330	**SEWER CAPITAL PROJECTS**		166.72	74.59		237.60						**478.91**
340	**SANITATION CAPITAL PROJ**											**0.00**
350	**CAPITAL PROJECTS**	40,370.77	685,199.74	41,337.98		4,242.04		7,766.35				**778,916.88**
355	**LID CONSTRUCTION**											**0.00**
380	**HAMILTON - PARKS & REC**											**0.00**
590	**BONDS & INTEREST**											**0.00**
	TOTAL	**422,693.32**	**1,143,027.66**	**182,467.14**	**9,589.00**	**304,197.30**	**19,974.39**	**7,766.35**	**(472.02)**	**539,442.20**	**569,135.32**	**3,197,820.66**

WIRE Transfers:

_____ **Maureen Laflin**

_____ **Sarah L. Banks, Finance Director**

_____ **Anne Zabala**

_____ **Art Bettge**

City of Moscow
Cash and Investments
Balances as of 5/31/2021

Fund		Year to Date Balance
General Fund	$	7,945,090.87
Street Fund	$	2,057,124.55
Culture & Recreation	$	1,373,642.29
MSDCPF	$	175,664.96
1912 Fund	$	59,369.68
Transit Center	$	99,276.59
Water Fund	$	2,254,018.60
Sewer / WRRF	$	3,968,274.12
Sanitation Fund	$	2,973,914.98
Fleet Fund	$	4,740,745.55
Information Systems	$	2,683,424.62
Water Capital	$	6,320,828.98
Sewer Capital	$	14,777,436.81
Capital Projects	$	8,267,004.71
Sanitation Capital	$	6,615,193.67
LID construction	$	26,542.18
Hamilton	$	2,103,880.15
Bond & Interest	$	699,831.62
LID Funds	$	35,772.39
Payroll Service	$	995,181.46
Total Cash & Investments	**$**	**68,172,218.78**

RECEIPTS REPORT FOR MAY 2021

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	30,570.22	95,055.98	64,479.33	595.35	144,780.05	12,926.37	25,035.96	26,616.38	0.00	45,179.18	445,238.82
105	STREETS	5,340.75	0.00	0.00	0.00	24,521.21	0.00	0.00	80.00	0.00	0.00	29,941.96
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	67,587.77	0.00	0.00	0.00	1,000.00	0.00	68,587.77
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	554,576.95	0.00	1,068.79	4,989.76	0.00	0.00	560,635.50
230	SEWER	0.00	0.00	0.00	0.00	633,335.69	0.00	354.62	2,691.06	0.00	0.00	636,381.37
240	SANITATION	0.00	0.00	0.00	0.00	498,457.49	0.00	0.00	0.00	0.00	0.00	498,457.49
290	FLEET	0.00	0.00	0.00	0.00	76,758.31	0.00	0.00	0.00	0.00	0.00	76,758.31
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	0.00	0.00	0.00	111,976.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	50.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	25,944.80	0.00	0.00	1,400.56	50.00	0.00	0.00	27,395.36
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	340.07	0.00	0.00	0.00	340.07
590	BOND & INTEREST	5,020.82	0.00	0.00	0.00	0.00	0.00	50.77	0.00	0.00	0.00	5,071.59
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	**40,931.79**	**95,055.98**	**64,479.33**	**31,880.86**	**2,113,467.77**	**12,926.37**	**28,250.77**	**34,477.20**	**1,000.00**	**45,179.18**	**2,467,649.25**

CITY COUNCIL STAFF REPORT

DATE: Monday, June 21, 2021

AGENDA ITEM TITLE

Lot Line Adjustment: 816 and 902 Public Avenue - Aimee Hennrich

RESPONSIBLE STAFF	REVIEWED BY
Aimee Hennrich	Administrative Committee or Public Works / Finance Committee

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

DESCRIPTION

The applicant, Pat Planagan, is requesting a lot line adjustment between two properties located at 902 and 816 Public Ave. 902 Public Ave is currently 51,231 sf and 816 Public Ave is currently 37,093 sf. As a result of the proposed adjustment, 902 Public Ave will become 17,038 sf and 816 Public Ave will become 71,286 sf. 902 Public Ave contains a barn currently used for storage and 816 Public Ave currently has a single-family home. The subject properties are located within the Medium Density Residential District (R-3). Within the R-3 Zoning District, lots are limited to single-family, twin homes, townhouses and two-family dwellings, require a minimum area of 6,000 square feet for a single-family home and a minimum lot width of 60 feet and 20 feet in width for flag lots. The proposed lot line adjustment meets all of these standards. This was reviewed and approved by the Public Works and Finance Committee on June 14, 2021.

STAFF RECOMMENDATION

Approve the Lot Line Adjustment with no conditions.

PROPOSED ACTIONS

ACTION: Approve the Lot Line Adjustment with no conditions.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

CITY COUNCIL STAFF REPORT

DATE: Monday, June 21, 2021

AGENDA ITEM TITLE

Development Agreement Amendment: Ridgeview Estates 2nd Addition - Todd Drage

RESPONSIBLE STAFF	REVIEWED BY
Todd Drage	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES
	n/a

DESCRIPTION

Noel Blum, on behalf of Blum Enterprises - 3 LLC, has requested to amend the Development Agreement for the Ridgeview Estates 2nd Addition Subdivision. The Ridgeview Estates Second Addition was platted in 2014 and the development agreement was approved and signed in November of that year. The requested modification is to allow the development to be completed in two phases, as detailed in Section 18 and Exhibit B of the attached agreement. The phasing modification is the only item requesting to be amended. All other sections of the original development agreement would remain unchanged.

STAFF RECOMMENDATION

Approve the development agreement amendment with Blum Enterprises - 3 LLC for the Ridgeview Estates 2nd Addition.

PROPOSED ACTIONS

ACTION: Approve the development agreement amendment with Blum Enterprises - 3 LLC for the Ridgeview Estates 2nd Addition.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. Development Agreement_Ridgeview 2nd Add_Blum_final

DEVELOPMENT AGREEMENT
BETWEEN BLUM ENTERPRISES – 3 LLC
AND CITY OF MOSCOW, IDAHO
FOR RIDGEVIEW ESTATES 2ND ADDITION SUBDIVISION

THIS DEVELOPMENT AGREEMENT BETWEEN BLUM ENTERPRISES – 3 LLC**,** AND CITY OF MOSCOW, IDAHO FOR RIDGEVIEW ESTATES 2ND ADDITION SUBDIVISION (hereinafter "Agreement") is entered into this _____ day of _____, 2021, by and between Blum Enterprises – 3 LLC, whose current address is 3831 Highway 8, Troy, Idaho, being the Developer of real property as described herein (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

W I T N E S S E T H :

WHEREAS, DEVELOPER desires to develop property to be known as Ridgeview Estates 2nd Addition subdivision in the CITY of Moscow, Latah County, Idaho; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED:

This Agreement affects a parcel of land located in Lot 35, Section 16, T39N, R5W, B.M., to be known as Ridgeview Estates 2nd Addition subdivision within the CITY of Moscow, Latah County, Idaho, and more particularly described as follows:

Beginning at the Southeast Corner of Southgate 3rd Addition to the City of Moscow, said point being N 89°44'48" W 1,315.58 feet from the East ¼ Corner of Section 16, and the TRUE POINT OF BEGINNING;

Thence S 00°21'13" W 701.72 feet along the east Boundary line of Ridgeview Estates 2nd Addition to a point on the northerly Right-of-Way line of State Highway 8;
Thence S 67°14'03" W 398.83 feet along said northerly Right-of-Way line to a point;
Thence continuing along said northerly Right-of-Way line which is a curve to the right having a radius of 3,780.00 feet, a central angle of 04°49'10", a curve length of 317.95 feet, and a chord length of 317.86 feet bearing S 69°38'37" W to the Southwest Corner of Ridgeview Estates 2nd Addition;
Thence N 00°39'56" E 191.80 feet to the Southeast Corner of Ridgeview Estates 1st Addition;
Thence N 00°39'56" E 777.79 feet along the Easterly Boundary of said Ridgeview Estates 1st Addition to the Southwest Corner of said Southgate 3rd Addition;
Thence S 89°44'48" E 658.84 feet along the southerly Boundary of said Southgate 3rd Addition to the TRUE POINT OF BEGINNING.

This parcel contains 12.76 acres, more or less.

II. PUBLIC IMPROVEMENTS:

DEVELOPER agrees to install, at DEVELOPER's expense, public improvements and appurtenances required by Moscow City Code Sections 5-1-4 and 5-1-5 including, but not limited to, water mains, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, stormwater detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include stop signs, street signs, etc.), sidewalks, and pedestrian paths; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.

III. TERM:

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

A. Until all public improvements have been completed and accepted by CITY; and

B. Until the warranty period for public improvements has expired; and

C. Until all development fees, as required and assessed by CITY, have been paid in full.

IV. CITY'S COVENANT:

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

A. Payment of all applicable developmental fees required and assessed by CITY; and

B. CITY has determined that the construction of all required public improvements is complete <u>or</u> after adequate security, as described in Moscow City Code Sections 5-1-10 and as described in Sections VI, VII and VIII herein, has been provided to ensure construction and warranty repairs of the required public improvements; and

C. Compliance with applicable CITY permit issuance requirements.

V. DEVELOPER's COVENANT:

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

B. DEVELOPER agrees to furnish to CITY, at DEVELOPER's expense, engineering design plans (for the required public improvements) prepared by an Idaho Licensed Professional Engineer. Such plans shall be approved by the Moscow CITY Engineer prior to beginning any public improvements construction. Once approved, six (6) complete sets of plans will be submitted to the CITY Engineer.

C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement within each approved phase of the development, within nine (9) months from the date of the issuance of the first building permit within said phase; and

D. If DEVELOPER fails to complete installation of the required public improvements for each approved phase of the development, within nine (9) months from the date of the issuance of the first building permit for said phase to CITY standards and as per the approved plans, CITY shall utilize the security described in Section VI and VII of this Agreement to complete the required public improvements and may have the right to revoke any applicable permit issued to DEVELOPER by CITY for the said phase.

E. To be responsible for the setting of all property corners by a State of Idaho licensed land surveyor within nine (9) months from the date of the issuance of the first building permit within said phase; and

F. If DEVELOPER fails to complete installation of the required property corners for each approved phase of the development within nine (9) months from the date of the issuance of the first building permit for said phase, CITY may utilize the security described in Section D.4. of the Monumentation Agreement for Ridgeview Estates 2nd Addition to have the corners set.

VI. SECURITY FOR IMPROVEMENTS:

In lieu of DEVELOPER's construction and installation of all public improvements required herein and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER fails to complete installation of the public improvements as required by CITY within nine (9) months from the date of the issuance of the first building permit in the development, CITY may attach the security and cause the improvements to be made or CITY may cause improvements to be made and attach a lien on the property in the amount of CITY expense incurred as a result of DEVELOPER's failure to comply with this Agreement. Any engineering or construction costs in excess of the security shall be borne by DEVELOPER. Any additional construction services that shall be performed subject to the laws of the State of Idaho relative to public works contracting and bidding, shall be borne by DEVELOPER.

VII. FORM OF SECURITY:

DEVELOPER agrees to provide security for the public improvements in the amount to be determined by the CITY Engineer. This security shall be in the form of cash, construction bond, irrevocable letter of credit from a certified bank or financial institution, or such other form of security acceptable to CITY. Such security shall be provided to CITY prior to the issuance of building permits by CITY. The security must be effective for a minimum period of one (1) year from the date of the issuance of the first building permit in the development. If this security is in the form of an irrevocable letter of credit or bond, the secured improvements shall be constructed at least ninety (90) days prior to the expiration date of the security. If the public improvements identified and described in Section II are not completed within nine (9) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements. The amount of the security may, from time to time, be modified as deemed appropriate by the CITY Engineer as conditions warrant.

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

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

VIII. WARRANTY

A. All required public improvements once constructed and accepted by CITY for ownership and maintenance shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).

B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the CITY Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.

D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.

E. The warranty Security may be in any form allowed under Section VII. of this Agreement.

IX. PARKLAND DEDICATION:

Prior to construction of the subdivision, DEVELOPER agrees to voluntarily dedicate as parkland for the Ridgeview Estates 2nd Addition to the CITY of Moscow, Idaho as shown on the plat attached as Exhibit "A", a parcel of approximately 0.321 acres appearing on the attached plat as Tract "A". Said parkland dedication, together with certain agreed upon improvements to the parkland property which include import, placement, and grading of topsoil, and seeding of site with appropriate grass seed mix, shall satisfy all parkland dedication required in Moscow CITY Code Section 5-1-5(F) for the Ridgeview Estates 2nd Addition.

X. STREET TREES:

DEVELOPER agrees to voluntarily contribute to CITY Ten Thousand, Six Hundred Dollars ($10,600) to be placed in a street tree fund to be distributed to lot owners in the

Ridgeview Estates 2nd Addition subdivision for the purchase of street trees in such Subdivision. The street tree fund amount for this subdivision (as calculated by CITY pursuant to Resolution No. 2000-02) shall be provided to the homeowner of subdivision lot or lots for the purchase of street trees to be planted in said subdivision lot or lots, in accordance with current CITY of Moscow Standard Specifications and Drawings. Payment of the street tree fund amount shall be received by CITY prior to issuance of any building permits in the subdivision.

XI. AS-CONSTRUCTED DRAWINGS:

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

XII. FAILURE TO COMPLY:

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER:

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

XIV. OCCUPANCY:

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

XV. VENUE AND ATTORNEY FEES:

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

XVI. MODIFICATION:

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

XVII. COVENANTS TO RUN WITH LAND:

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

XVIII. PHASING:

Pursuant to the approval of the Moscow City Council, DEVELOPER may develop the real property described herein in two Phases. The two (2) Phases are shown on the Phasing Plan attached as Exhibit "B". No building permit shall be issued for any phase of this development until after all public improvements, related to each preceding phase of this development, are completed, installed and accepted by CITY in accordance with this Agreement.

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

XIX. NOTICES:

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

DEVELOPER	CITY
Noel Blum Blum Enterprises - 3 LLC 3832 Hwy 8 Troy, ID 83871 Phone:	City of Moscow, Idaho Scott Bontrager, City Engineer P O Box 9203 Moscow, ID 83843 Phone: (208) 883-7000 Facsimile: (208) 883-7018

XX. UNDERSTANDING:

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

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

DEVELOPER:

Blum Enterprises – 3, L.L.C.

_____

Noel Blum,
Authorized Agent of
Blum Enterprises – 3, L.L.C.
Governor

CITY:

City of Moscow, Idaho:

_____

Bill Lambert, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
ss.
COUNTY OF LATAH)

On this _____ day of _____, 2021, before me, the undersigned, a Notary in and for said State, personally appeared Noel Blum, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same on behalf of Blum Enterprises – 3 , L.L.C.

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

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

Exhibit A: Final Plat

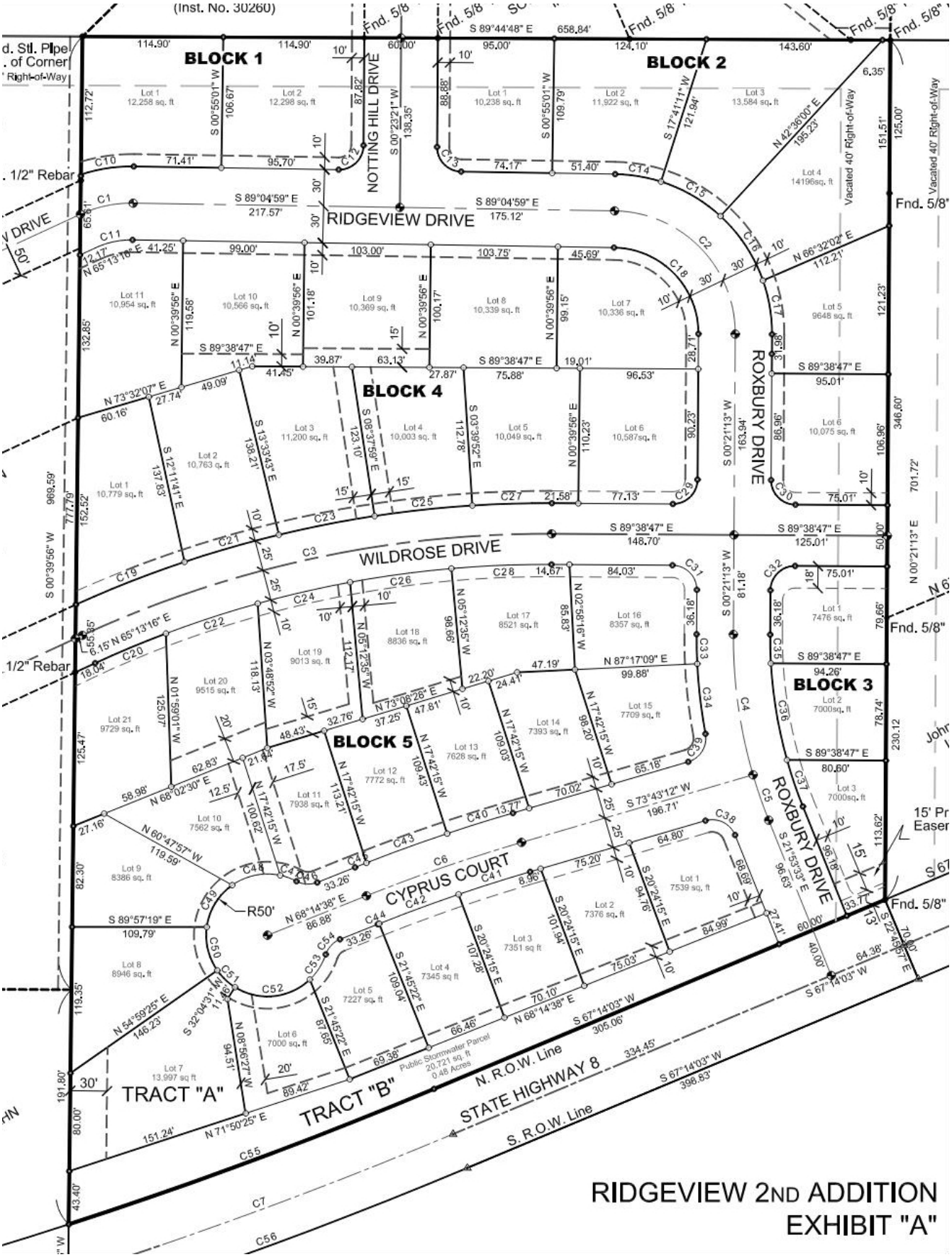
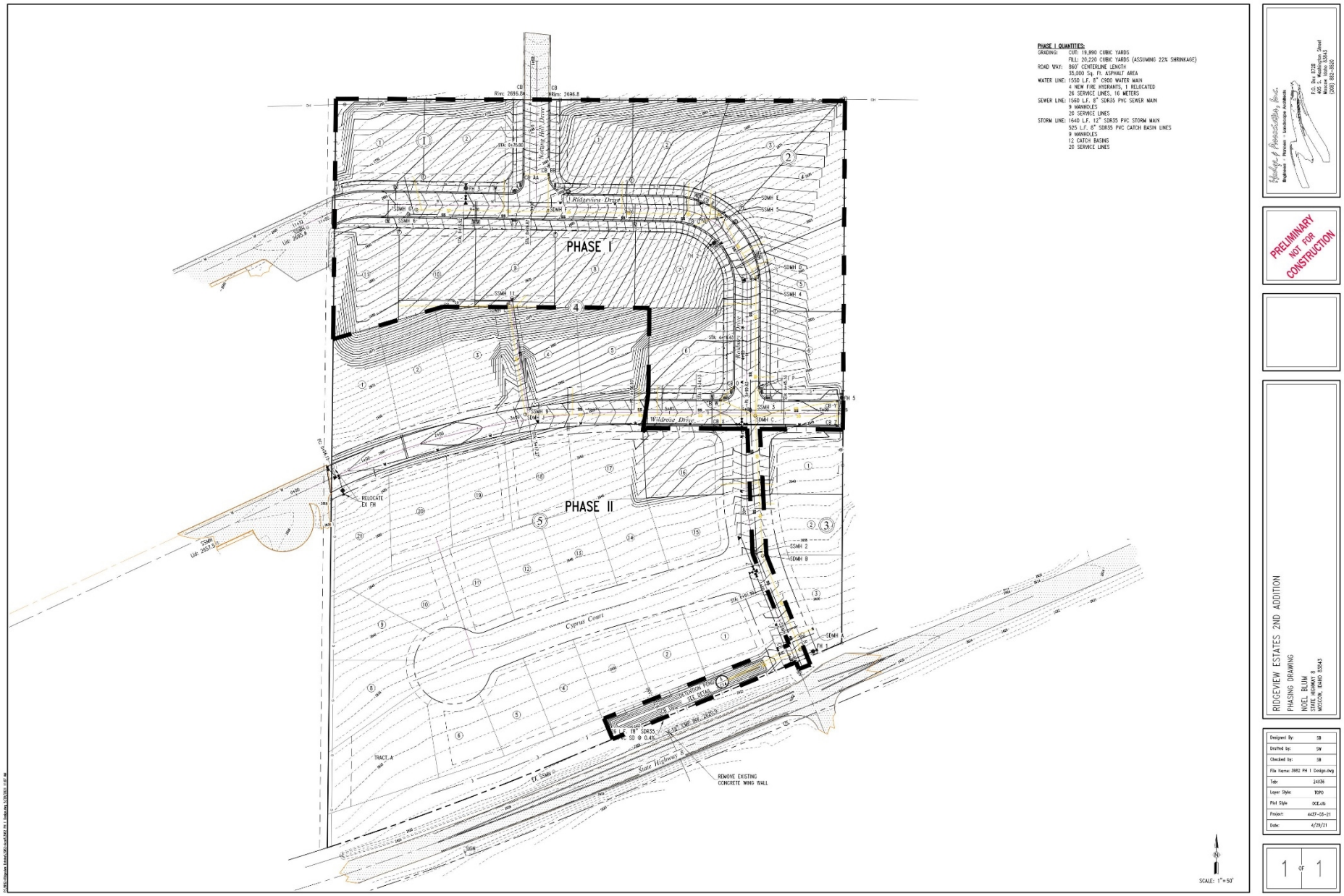


Exhibit B: Ridgeview Estates 2nd Addition Phasing Plan



COMMITTEE STAFF REPORT

DATE: Monday, June 21, 2021

RESPONSIBLE STAFF

Nate Suhr, Senior Engineering Technician

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Sixth and Logan Asphalt Improvement Project Bid Results and Contract Award - Nate Suhr

DESCRIPTION

The City published an advertisement for bids on May 21st, 2021 for Sixth & Logan Asphalt Improvement Project. The bid for the project includes the replacement of eighty-four (84) tons of deteriorated asphalt and the installation of two hundred and seventy (270) feet of subsurface drain pipe to catch groundwater that caused the deterioration in the asphalt. The Engineer's estimate for the project was $65,776.00.

Bid opening for the project took place on May 28th, 2021, at which one (1) bid was received. Motley-Motley Inc. was the only bidder on the project with a bid of $57,940.00. A bid tabulation is included in the packet.

STAFF RECOMMENDATION

Recommend accepting the low bid from Motley-Motley Inc., award the contract in the amount of $57,940.00, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the low bid from Motley-Motley Inc. for Base Bid, award the contract in the amount of $57,940.00 and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

FISCAL IMPACT

Funds for this project will be expended from the Streets General Maintenance (105-150-632-74) and Storm General Maintenance (105-150-632-76) budget lines.

PERSONNEL IMPACT

This project will be managed and inspected by Engineering Division staff. Streets Division personnel will provide traffic control.

ATTACHMENTS

1. ConstructionAgreement-6th & Logan Asphalt Improvement Project 2021_final
2. Bid Tabulation - Sixth & Logan Asphalt Improvement Project 2021

CONSTRUCTION AGREEMENT
FOR SIXTH AND LOGAN STREET ASPHALT IMPROVEMENT PROJECT 2021
BETWEEN CITY OF MOSCOW, IDAHO
AND MOTLEY – MOTLEY INC.

THIS CONSTRUCTION AGREEMENT FOR SIXTH AND LOGAN STREET ASPHALT IMPROVEMENT PROJECT 2021 BETWEEN CITY OF MOSCOW, IDAHO, AND MOTLEY – MOTLEY INC. (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Motley-Motley Inc., 6901 SR 270 Pullman, Washington, 99163 (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; 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: Sixth and Logan Street Asphalt Improvement Project 2021**,** City of Moscow Project No. 115-021; consisting of 118 pages;
2. Bid Proposal of CONTRACTOR, dated, May 28, 2021, see Attachment 'B', consisting of 5 pages;
3. Performance and Payment Bonds and Insurance Certificates; and
4. 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 General Conditions of Attachment 'A'.

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:

"Sixth and Logan Street Asphalt Improvement Project 2021"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially complete on or before October 1, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with 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 Work in accordance with the Contract Documents in current funds in the amount of Fifty-Seven Thousand Nine Hundred Forty and 0/100 ($57,940.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Fifty-Seven Thousand Nine Hundred Forty and 0/100 ($57,940.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The Parties warrant by their signatures 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, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by 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 work; or through use of unacceptable materials in constructing the work; 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 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 services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services 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 this 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 address:

CONTRACTOR:

Motley – Motley, Inc.
Jeff Motley
6901 SR 270
Pullman, Washington 99163

CITY:

City of Moscow
Engineering Division
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 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:

Motley-Motley Inc.

_____
By: Jeff Motley

CITY:

City of Moscow, Idaho

_____
Bill Lambert, Mayor

ATTEST:

_____
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, a Notary Public in and for said State, appeared Jeff Motley, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Motley-Motley Inc.

_____
Notary Public for the State of _____
Residing at_____
My commission expires_____

Attachment A

COMMUNITY PLANNING & DESIGN ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND PROPOSAL FOR:

SIXTH & LOGAN ASPHALT IMPROVEMENT PROJECT - 2021

CITY OF MOSCOW PROJECT NO. 115-021

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CITY OF MOSCOW, IDAHO

Community Planning and Design
Engineering Division
221 East 2nd Street
(208) 883-7034

Plans, Specifications, and Proposal

For

SIXTH & LOGAN ASPHALT IMPROVEMENT PROJECT - 2021

CITY OF MOSCOW PROJECT NO. 115-021

Original Signed By:
Brian Scott Bontrager

Date Original Signed:
05/21/2021
On File With:
City of Moscow
Engineering Division

CITY ENGINEER:
SCOTT BONTRAGER, P.E.

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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 – SIX AND LOGAN ASPHALT IMPROVEMENT PROJECT - 2021**" until **3:00 p.m.**, prevailing local time, **Friday, May 28, 2021**, for the following project:

SIXTH AND LOGAN ASPHALT IMPROVEMENT PROJECT - 2021

This Project includes all the work necessary to remove three hundred and twenty-eight (328) square yards of existing asphalt roadway, install two hundred and seventy (270) linear feet of storm pipe, and pave eighty-four (84) tons of hot mix asphalt to patch roadway at one location within the City of Moscow. Work also includes the replacement seventeen (17) linear feet of curb & gutter, replacement of one (1) storm catch basin, and all associated work at the intersection of Sixth street and Logan street.

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 Specialist, Kendra Ewing. **Bids must be submitted by e-mail** to kewing@ci.moscow.id.us by 3:00 p.m., Prevailing Local Time, Friday, May 28, 2021. All responders will be notified of results by e-mail by Tuesday, June 1, 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 SIXTH AND LOGAN ASPHALT IMPROVEMENT PROJECT - 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 <u>not</u> 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 _____.

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:

Subcontractors	Trade Specialty	Idaho Public Works License No.	$ Amount
a.			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SIXTH AND LOGAN ASPHALT IMPROVEMENT PROJECT - 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

Item No.	Item Description	Quantity & Unit	Unit Price	Total Price
1.	Mobilization	1 LS	$	$
2A.	Remove / Dispose of Bituminous Surface	328 SY	$	$
2B.	Remove / Dispose of Catch Basin	1 EA	$	$
2C.	Remove / Dispose of Concrete Curb & Gutter	17 LF	$	$
3.	4" Perforated Drainage Pipe (Class F Backfill)	179 LF	$	$
4.	4" PVC Storm Pipe (Class F Backfill)	10 LF	$	$
5.	8" PVC Storm Pipe (Class F Backfill)	81 LF	$	$
6.	Storm Sewer Catch Basin	1 EA	$	$
7.	Soft Spot Repair	82 SY	$	$
8.	Subgrade Separation Geotextile	328 SY	$	$
9.	Construct Concrete Curb & Gutter	17 LF	$	$
10.	½" Superpave HMA Pavement	84 TON	$	$
11.	¾" (-) Crushed Rock Base	101 TON	$	$
12.	1- ¼" (-) Crushed Rock Base	135 TON	$	$
13.	Inlet Protection	2 EA	$	$
			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

(DRAFT – DO NOT SUBMIT WITH BID)

CONSTRUCTION AGREEMENT
FOR SIXTH AND LOGAN STREET ASPHALT IMPROVEMENT PROJECT
BETWEEN CITY OF MOSCOW, IDAHO
AND COMPANY

THIS CONSTRUCTION AGREEMENT FOR PROJECT NAME BETWEEN CITY OF MOSCOW, IDAHO, AND COMPANY (hereinafter "Agreement"), dated this ____ day of _____, 2021, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Company Name and Address (hereinafter "CONTRACTOR"):

W I T N E S S E T H :

WHEREAS, pursuant to the invitation of CITY, extended through an "Invitation to Bid" see Attachment 'A', CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; 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: SIXTH AND LOGAN ASPHALT IMPROVEMENT PROJECT, consisting of number of pages;
2. Bid Proposal of CONTRACTOR, dated date, 2021, see Attachment 'B', consisting of number of pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of number of pages; 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 General Conditions of Attachment 'A'.

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:

SIXTH AND LOGAN ASPHALT IMPROVEMENT PROJECT

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially complete on or before October 1, 2021, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with 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 Work in accordance with the Contract Documents in current funds in the amount of Dollar Amount ($000.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Dollar Amount ($000.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The Parties warrant by their signatures 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, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by 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 work; or through use of unacceptable materials in constructing the work; 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 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 services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services 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 this 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 address:

CONTRACTOR:	CITY:
Company Name	City of Moscow
Authorized Agent	Engineering Division
Street Address	206 East Third Street
City, State Zip	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 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:

Company Name

_____

By: Authorized Agent

CITY:

City of Moscow, Idaho

_____

Bill Lambert, Mayor

ATTEST:

_____

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, a Notary Public in and for said State, appeared Authorized Agent, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Company Name.

_____
Notary Public for the State of _____
Residing at_____
My commission expires_____

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 after Notice to Proceed has been issued and shall be substantially completed no later than October 1, 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 there-from, 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 or 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
¾ 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
½ 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:

Sieve Size	Percent Passing
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.

When Average Slump is	Tolerance
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 settling 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 AASHO 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)

Sieve Size	Percent Passing
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)

Sieve Size	Percent Passing
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 ASTMC-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.

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 lunch 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 and 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 ½ 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. & Min. Deflection Angle (Degrees)	Deflection (Inches)	Max. Deflection Angle (Degrees)	Deflection (Inches)
6	7-07	27	5	19
8	5-21	20	5	19
10	5-21	20	5	19
12	5-21	20	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.

$$T = 0.0109\ D2L$$

   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 lugs, 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

SCOPE

These Special Provisions cover the work necessary to remove three hundred and twenty-eight (328) square yards of existing asphalt roadway, install two hundred and seventy (270) linear feet of storm and drainage pipe, and lay eighty-four (84) tons of hot mix asphalt to patch roadway at one location within the City of Moscow. Work also includes the replacement seventeen (17) linear feet of curb & gutter, replacement of one (1) storm catch basin, and all associated work at the intersection of Sixth street and Logan street.

Note: All quantities are approximate, planned and actual quantities may vary.

Traffic Control will be provided by the City of Moscow Street Department. Contact Steve Schulte at 208.883.7130 with questions regarding the Traffic Control Plan.

GENERAL

All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with these SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, CONTRACT PLANS, and the City of Moscow STANDARD CONSTRUCTION SPECIFICATIONS and DRAWINGS (**unless herein modified**). These SPECIAL PROVISIONS, the SCOPE OF WORK DESCRIPTION, and the CONTRACT PLANS have precedence over the City standards and Standard Drawings where not in agreement.

Traffic control must be in place prior to work commencing. Traffic control shall be in place any time a vehicle, piece of equipment or stockpile is in the roadway. The Contractor shall make no changes or modifications to the traffic control without prior approval from the Streets Supervisor or the Engineer.

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout, with all work complying with these specifications. The project will not be considered substantially complete until all requirements of these specifications have been completed to the satisfaction of the Engineer.

It shall be the responsibility of the Contractor to notify the Engineer to request an inspection of the base material prior to beginning any paving or concrete operations. Failure to notify the Engineer shall be sufficient grounds to reject all uninspected work and cause its immediate removal. All discrepancies indicated by the Engineer shall be corrected by the Contractor, re-inspected and approved by the Engineer prior to acceptance of work and prior to payment. No claim shall be made for delays or compensation caused by correction of work found unacceptable by the Engineer, including noncompliance with ADA requirements.

All debris or rubbish generated by the Contractor's operations shall be removed and the areas occupied during such operation shall be left in a neat appearing condition. Any property, public or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor and approved by the Engineer.

All lawn areas damaged by the Contractor shall be repaired to the satisfaction of the Engineer. This work may include grading and sodding, as required. 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 trimmings shall conform to the applicable sections of the community forestry ordinance.

Curbs and sidewalk damaged by the Contractor during this project shall be replaced by the Contractor and constructed to ES-13 and ES-14 of the City's Standard Construction Specifications, respectively.

Items referred to on the project plans as "found pins" or "monuments" are land net corner or property corner monuments and shall be retained and protected until such time as the Engineer approves their removal. In some cases, the Contractor may be required to work around monuments. Removal of monuments not approved by the Engineer shall be replaced by a professional land surveyor at the expense of the Contractor.

Construction items that are not explicitly covered in these written specifications but are required to complete a functioning project shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the contract. Those items that are not specifically covered in these specifications, but are required by the CONTRACT PLANS, shall be constructed in accordance with the construction industry's highest standards.

The Contractor shall bring to the Engineer's attention any problems associated with any part of the design and/or construction of this project – as a consequence of design error, construction error, site conditions, or any other unanticipated construction variable. The Contractor and the Engineer will then jointly work out a solution to the problem.

All work to be in accordance with the City Standard Construction Specifications and Standard Construction Drawings.

SP-1. 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.

Measurement and Payment:

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.

Measurement for MOBILIZATION shall be lump sum. Payment for this item shall be at the price shown on the Contractor's Proposal, according to the above guidelines, and shall include all materials, labor, equipment and incidentals to do the work for:

SP-1. MOBILIZATION .....L.S.

SP-2. REMOVALS AND DISPOSALS

This item consists of furnishing the necessary materials, labor and equipment to saw-cut, excavate, remove, and dispose of existing bituminous surface, storm pipe, catch basins, and other obstructions as required. All removals and disposals shall be in accordance with City of Moscow Engineering Specification ES-4.

The Contractor shall be responsible for all removals delineated by city staff as specified in plans, specifications, and contract documents, and as may be necessary to complete the work in accordance with the scope of the work and City Standards.

The contractor must notify the property owner at least 24 hours in advance of any impact to driveway access.

The Contractor shall be especially cognizant of apparent tree roots that will require caution during the performance of this work item and shall notify the Community Forestry Administrator, David Schott (208) 883-7098, upon encountering roots of 1" or greater diameter before cutting those roots.

A. REMOVE / DISPOSE OF BITUMINOUS SURFACE

This work shall consist of, but not limited to, the removal and disposal of bituminous surface. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Excavation and disposal of material necessary to accommodate the placement of fourteen inches (14") of new, compacted base rock beneath new asphalt is considered incidental to the removal items.

Existing bituminous surface to be removed shall be neatly saw-cut, removed, and disposed of in marked areas necessary to facilitate the replacement of the storm sewer systems. Saw cutting shall be considered incidental to this item. Sections to be removed shall be cleanly saw-cut perpendicular to the existing pathway centerline, and along painted removal lines located 18" outside of the trench excavation limits, as shown in the plans. Location of a disposal site is the responsibility of the contractor.

All areas, on the street side of the curb, where asphalt surfacing has been removed shall be temporarily cold mix patched (min. 2.5" thick) or backfilled with crushed rock base flush with the existing asphalt surface the same day as excavation and backfill occurs. The temporary patch or backfill must then later be removed and replaced to match existing depth or with 6-inch thick hot mix patch whichever is lesser. The hot mix patch shall be installed a minimum of three (3) days to a maximum of seven (7) days after the installation and backfill of the sewer systems. Temporary patching or backfill shall be maintained to provide a smooth surface and protected by means of traffic cones until the time of replacement with the permanent hot mix asphalt patching. All costs associated with the temporary patching or crushed rock base backfill shall be included in the removal items.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

B. REMOVE / DISPOSE OF CATCH BASIN

This work shall consist of, but not limited to, the removal and disposal of drainage structures regardless of the type (precast, poured in place, etc.), material and depth. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

C. REMOVE / DISPOSE OF CONCRETE CURB & GUTTER

This work shall consist of, but not limited to, the removal and disposal of concrete curb & gutter type B. The removal shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-4, and the Standard Drawings.

Sections of concrete to be removed shall be cleanly saw-cut perpendicular to the alignment of the adjacent competent curb or sidewalk.

Excavation and disposal of material necessary to accommodate the placement of four inches (4") of new, compacted base rock beneath new curb is considered incidental to the removal items.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement for REMOVE / DISPOSE OF BITUMINOUS SURFACE shall be by the square yard as measured in the field. Measurement for REMOVE / DISPOSE OF CATCH BASIN shall be per each as measured in the field. Measurement for REMOVE / DISPOSE OF CONCRETE CURB & GUTTER shall be by the linear foot as measured in the field. Payment shall include all costs incurred to remove and dispose of the items including labor, equipment and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-2. A. REMOVE / DISPOSE BITUMINOUS SURFACE ..... S.Y.

SP-2. B. REMOVE / DISPOSE OF CATCH BASIN .....EA.

SP-2. C. REMOVE / DISPOSE OF CONCRETE CURB & GUTTER..... L.F.

SP-3. 4" PERFORATED DRAINAGE PIPE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the trenching and installation of drainpipe under the roadway as marked in the plans. Materials shall consist of specified pipes, bends, bands, other approved fittings, and specified drain rock backfill to complete the work. Pipe material shall be perforated SDR 35 PVC or approved alternative with located drain holes drilled on the bottom of the pipe. Couplings shall include a steel shield reinforcement band to prevent invert discontinuities between connected pipes. The pipe shall be set a minimum of twelve (12) inches beneath the base aggregate layer for the asphalt roadway unless otherwise specified by the Engineer. Pipe shall be bedded on a four (4) inch base layer comprised of drain rock compacted to 95% of AASHTO T-99 maximum density. Drain rock shall be used to fill and compact the trench in lifts not to exceed eight (8) inches depth. A geotextile fabric, ITD type II woven or nonwoven, will be placed between drain rock and existing soil as specified in the Standard Drawings. The pipe must have a minimum gradient of 1% unless otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES5, ES-6, ES-7, ES-19, ES-20, ES-21, ES-22, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs

Measurement and Payment:

Measurement for 4" PERFORATED DRAINAGE PIPE (CLASS F BACKFILL) shall be by the linear foot as measured in the field, complete and including trench excavation and specified backfill. Geotextile fabric, bends, bands and fittings will be considered incidental to the installation of pipe but measurement will be taken along the pipe centerline including bends and

fittings. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-3. 4" PERFORATED DRAINAGE PIPE (CLASS F BACKFILL) ..... L.F.

SP-4. 4" PVC STORM PIPE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of four (4) inch PVC storm sewer pipe. Materials shall consist of specified pipes, bends, bands, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. Couplings shall include a steel shield reinforcement band to prevent invert discontinuities between connected pipes. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed eight (8) inches of depth. The pipe must have a minimum gradient of 0.5% in order to produce a half-full pipe velocity of two (2) feet per second, unless otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

Measurement and Payment:

Installation of 4" PVC STORM PIPE (CLASS F BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-4. 4" PVC STORM PIPE (CLASS F BACKFILL)..... L.F.

SP-5. 8" PVC STORM PIPE (CLASS F BACKFILL)

This work shall consist of, but not limited to, the installation of eight (8) inch PVC storm sewer pipe. Materials shall consist of specified pipes, bends, bands, clean outs, other approved fittings, specified backfill, and connections to complete the work. Pipe material shall be SDR 35 PVC or approved alternative. Couplings shall include a steel shield reinforcement band to prevent invert discontinuities between connected pipes. The pipe shall be set at specified depths as shown in the Project Plans. Three-quarter inch (3/4") minus crushed rock must be laid and compacted to 95% of AASHTO T-99 maximum density four (4) inches underneath the pipe. Backfill trench with 95% compacted Three-quarter inch (3/4") minus crushed rock in lifts not to exceed eight (8) inches of

depth. The pipe must have a minimum gradient of 0.2% in order to produce a half-full pipe velocity of two (2) feet per second unless, otherwise approved by the Engineer. The installation shall be adjusted in accordance with the Project Plans, Engineering Specifications ES-5, ES-7, ES-19, ES-20, ES-23, and the Standard Drawings.

One clean-out is required and shall have two (2) 45° fittings, plug, cast-iron ring, and cover. The cleanout shall match evenly with asphalt roadway grade. The clean-out shall be marked "CO" and be rated for traffic loading.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment necessary to furnish, excavate, install, and backfill storm sewer pipes and make the necessary connections to existing catch basins, manholes, existing and proposed storm sewer pipes, and/or clean-outs.

Measurement and Payment:

Installation of 8" PVC STORM PIPE (CLASS F BACKFILL) shall be paid by the linear foot as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, backfill, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-5. 8" PVC STORM PIPE (CLASS F BACKFILL)..... L.F.

SP-6. INSTALL CLEAN- OUT

This work shall consist of installing a clean- out on the east main storm line. The clean-out shall have two (2) 45° fittings, plug, cast-iron ring, and cover. The cleanout shall match evenly with asphalt roadway grade. The clean – out shall be marked "CO" and must be rated for traffic loads. The installation shall be in accordance with the Project Plans, Engineering Specifications ES-19, ES-20, ES-21, ES-22, ES-23, and the Standard Drawings.

Measurement and Payment:

Measurement and payment for INSTALL CLEAN- OUT shall be per each as shown on the Contractor's Bid Proposal for all materials, labor, equipment, and incidental costs necessary to complete the work for:

SP-6. INSTALL CLEAN- OUT ..... EA.

SP-7. STORM SEWER CATCH BASIN

This work shall consist of, but not limited to, the installation of A City of Moscow standard hooded catch basin. The installation shall be in accordance with the Project Plans, Engineering Specifications ES18, ES-19, ES-23, and the Standard Drawings. Catch basins shall be placed in the flow line of the street.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

Measurement and payment for STORM SEWER CATCH BASIN shall be paid per each. Payment shall be as shown on the Contractor's Proposal and shall include excavation, bedding, frame and grate, backfill, and all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-7. STORM SEWER CATCH BASIN ..... EA.

SP-8. SOFT SPOT REPAIR

This work shall consist of, but not limited to, the repair of soft spots as determined by the Engineer. Type II ITD woven or nonwoven geotextile will be used where soft spot repairs are needed. One and a quarter inch (1-1/4") minus crushed gravel shall be used as fill in the repair location. The area of excavation shall have a depth of at least one (1) foot. The repair shall be completed in accordance with the Project Plans, Engineering Specifications ES-8, Standard Drawings, and these Specifications.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement for SOFT SPOT REPAIR shall be per square yard as measured in the field. Payment shall be as shown on the Contractor's Proposal and shall include excavation, dewatering, base rock, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-8. SOFT SPOT REPAIR ..... S.Y.

SP-9. SUBGRADE SEPARATION GEOTEXTILE

This work shall consist of furnishing and installing geotextile in accordance ES-6 SUBGRADE SEPARATION GEOTEXTILES, with these specifications and in reasonable conformity to the details shown on the plans or as directed by the Engineer.

During periods of shipment and storage, the geotextile shall be placed in a dry place off the ground and protected from damage and shall be maintained in an opaque, heavy-duty protective covering.

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.

The area to be covered shall be graded to a smooth uniform condition free of obstacles, depressions, and debris. The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall not be dragged on the ground or mishandled in any way. The geotextile shall be placed loosely and without wrinkles so that placement of the overlying material will not tear the geotextile. The geotextile shall be lapped or sewn, as specified, at the ends and sides of adjoining sheets. The cover material shall be placed on the geotextile in such a manner that a minimum of six inches of material will be between the vehicle of equipment tires or tracks and the geotextile at all times.

Where geotextiles will be placed over soft ground, construction vehicles shall be limited in size and weight such that rutting in the initial lift above the geotextile is not greater than three inches deep, to prevent overstressing the geotextile. Turning of vehicles on the first lift above the geotextile will not be permitted. End-dumping the cover material directly on the geotextile will not be permitted. Compaction of the first lift above the geotextile over soft ground shall be limited to routing of placing and spreading equipment only. No sheepsfoot type equipment will be allowed on the first lift. Subsequent lifts will be closely observed during compaction. If any foundation failures occur during compaction operations, lightweight compaction equipment shall be used. Pegs, pins or the manufacturer's recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Under no circumstances shall cover material be dropped on unprotected geotextile from a height greater than three feet above the surface of the geotextile.

The geotextile shall be covered with the specified cover material as soon as possible. Geotextiles which have not been ultraviolet stabilized shall not remain uncovered for longer than seven days. Ultraviolet stabilized material shall not remain exposed for longer than 30 days.

Should the geotextile be torn or punctured or the overlaps or joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged geotextile repaired or replaced by the Contractor at no cost to the Owner. The repair shall consist of a patch of the same type geotextile placed over the ruptured area. The patch shall overlap the existing fabric a minimum of 18 inches from the edge of the rupture.

Measurement and Payment:

SUBGRADE SEPERATION GEOTEXTILE will be measured to the nearest square yard of surface area actually covered. No separate measurement will be made for construction of laps, seams, joints or patches, unless the Engineer orders more than the specified lap, in which case the added lap width will be measured. Payment shall include all materials, labor, equipment, and incidentals necessary to do the described work for:

SP-9. SUBGRADE SEPARATION GEOTEXTILE ..... S.Y.

SP-10. CONSTRUCT CONCRETE CURB AND GUTTER

This work shall consist of constructing concrete Curb and Gutter as depicted in the attached Plans.

Two (2) No. 4 rebar dowels shall be epoxy embedded a minimum of six (6) inches into abutting sawn curb or curb and gutter. On curb and gutter, one dowel shall be centered (back to face of curb) in the vertical curb section six (6) inches from the bottom of curb, and one shall be centered vertically (top to bottom of gutter section), fifteen (15) inches from the back of curb. Dowels shall extend six (6) inches into the new concrete curb and gutter section to be constructed.

Excavated areas on road side of curb shall be replaced with three quarter inch (¾") minus crushed aggregate conforming to City of Moscow Standard ES-7 to the level of the adjacent asphalt and compacted to 95% of AASHTO T-99 maximum density in lifts not to exceed 8 inches depth. See SP-2 REMOVALS AND DISPOSALS for temporary patching and/or backfill requirements.

Excavation and disposal of material necessary to accommodate the placement of 4 inches of new compacted base rock beneath new curb is considered incidental to the removal items. Doweling of curb, backfill, and compaction are considered incidental to this item. Asphalt Patching shall be done in accordance with SP-11 ½" SUPERPAVE HMA PAVEMENT.

Backfill of lawn areas adjacent to new curbs shall be topsoil as specified in these specifications, and shall be hand raked to conform to the adjacent properties. Topsoil backfill and labor shall be considered incidental to this pay item.

Measurement and Payment:

Measurement and payment for CONSTRUCT CONCRETE CURB AND GUTTER shall be by the linear foot as measured in the field. Payment shall include all costs incurred to construct the item including labor, equipment, and other incidental costs for each of the following bid items included on the Contractor's Bid Proposal:

SP-10. CONSTRUCT CONCRETE CURB AND GUTTER..... L.F.

SP-11. ½" SUPERPAVE HMA PAVEMENT

This work shall consist of paving back removed bituminous surfaces with hot mix asphalt pavement as shown in the Contract Plans and in accordance with ES-15, and these Specifications. This work shall take place after the aggregate base grade and compaction adjacent to curb are approved by the Engineer. This item shall consist of minimum two lifts of 1/2" Superpave HMA pavement surface course as specified in ES-15. Each lift shall not exceed 3" of compacted depth.

Asphalt shall have a minimum thickness of four (4) inches.

Do not apply asphalt if the roadway surface or weather conditions can prevent proper construction. Apply an asphalt tack coat to existing asphalt surfaces and to the surface of each course constructed, except the final course. Apply tack coat to transverse and longitudinal joints and the contact surfaces of curbing, gutters, manholes or other structures. All objects adjacent to the areas to be tacked, including curbs, shall be adequately protected from over spray from the distributor. The Contractor shall satisfactorily repair any discolored surfaces.

Measurement and Payment:

Measurement for ½" SUPERPAVE HMA PAVEMENT shall be by the ton, as determined by weigh slips, and complete with all necessary compaction. The Contractor will be responsible for furnishing weigh slips to the Engineer upon delivery to the project. Payment shall include all costs incurred to construct this item including labor, materials, equipment, and other incidental costs for the following bid item included on the Contractor's Bid Proposal:

SP-11. ½" SUPERPAVE HMA PAVEMENT ..... TON

SP-12. 3/4" (-) CRUSHED AGGREGATE BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-3, SP – 4, and SP – 5 in these specifications. The installation shall be in accordance with the Project Plans, ES-7, and the Standard Drawings.

Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed at a minimum depth of **SIX (6) inches** and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99.

This item is for road base only. Aggregate used for trench backfill is incidental to pipe installation.

This item includes everything required to complete this work including, but not limited to labor, materials, and equipment.

Measurement and Payment:

Measurement and payment for 3/4" (-) CRUSHED ROCK BASE shall be by the ton, as determined by weigh slips, at the thickness described above and as shown on the project plans. The Contractor shall be responsible for furnishing weigh slips to the Engineer upon delivery to the project. The unit price, per ton, shall include all materials, labor, equipment, and incidentals necessary to furnishing, placing and compacting:

SP-12. ¾" (-) CRUSHED ROCK BASE .....TON

SP-13. 1-1/4" (-) CRUSHED ROCK BASE

This work shall consist of, but not limited to, the installation of crushed aggregate base not included under SP-3, SP – 4, and SP – 5 in these specifications. **This item is to be placed at an EIGHT (8) inch depth under the three-quarter inch minus (3/4"-) base rock layer for the new HMA pavement.** Prior to placing base rock, the excavated subgrade will be graded smooth and compacted to the satisfaction of the Engineer. The base shall be placed and compacted in eight (8) inch maximum lifts. Compaction will be accomplished with approved rolling equipment and shall meet 95% of standard density as determined by AASHTO T-99. Installation shall be in accordance with the Project Plans, Engineering Specifications ES-7, and the Standard Drawings.

This item includes everything required to complete this work including, but not limited to labor, materials and equipment.

Measurement and Payment:

1-1/4" (-) CRUSHED ROCK BASE shall be paid per ton as measured by field measurements. Payment shall be as shown on the Contractor's Proposal and shall include, all materials, labor, equipment, and incidentals necessary to perform the work for:

SP-13. 1-1/4" (-) CRUSHED ROCK BASE .....TON

SP-14. INLET PROTECTION

This work consists of installing and maintaining inlet protection below or above, or as a prefabricated cover at each inlet grate prior to the beginning of any construction.

Below inlet grate devices shall be prefabricated units specifically designed for inlet protection and shall remain securely attached to the drainage structure when fully loaded with sediment and debris, or at the maximum level of sediment and debris specified by the manufacturer.

Above Inlet Grate devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection. The device shall remain securely in place around the drainage Structure under all conditions.

Inlet Grate Cover devices shall be prefabricated units specifically designed for inlet protection and have the following features:

1. Be a sewn geotextile fabric unit fitted to the individual grate and completely enclosing the grate.
2. Have built-in lifting devices to allow manual access of the stormwater system.

Check dams or functionally equivalent devices may be used as inlet protection devices with the approval of the Engineer.

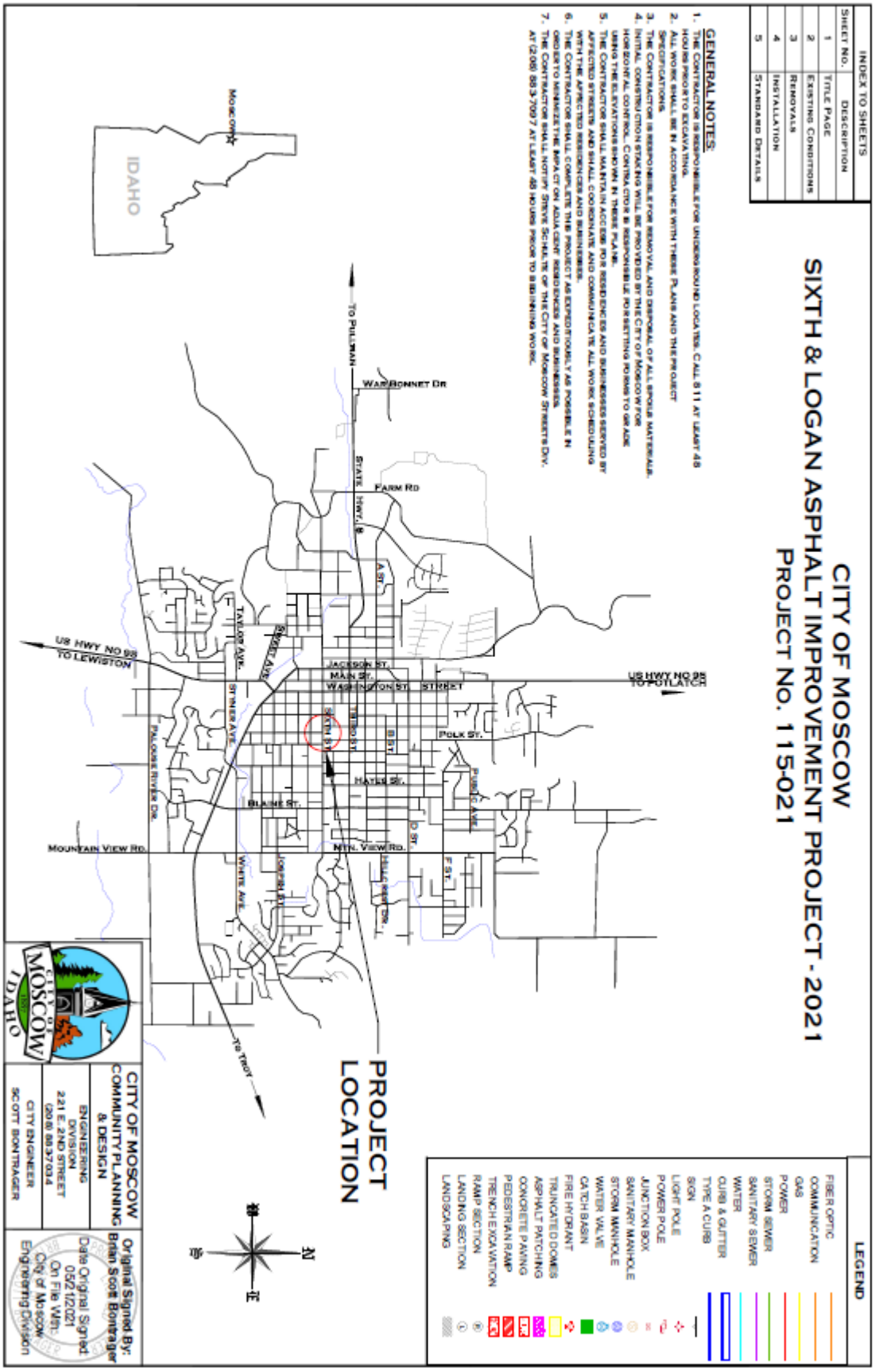
Measurement and Payment:

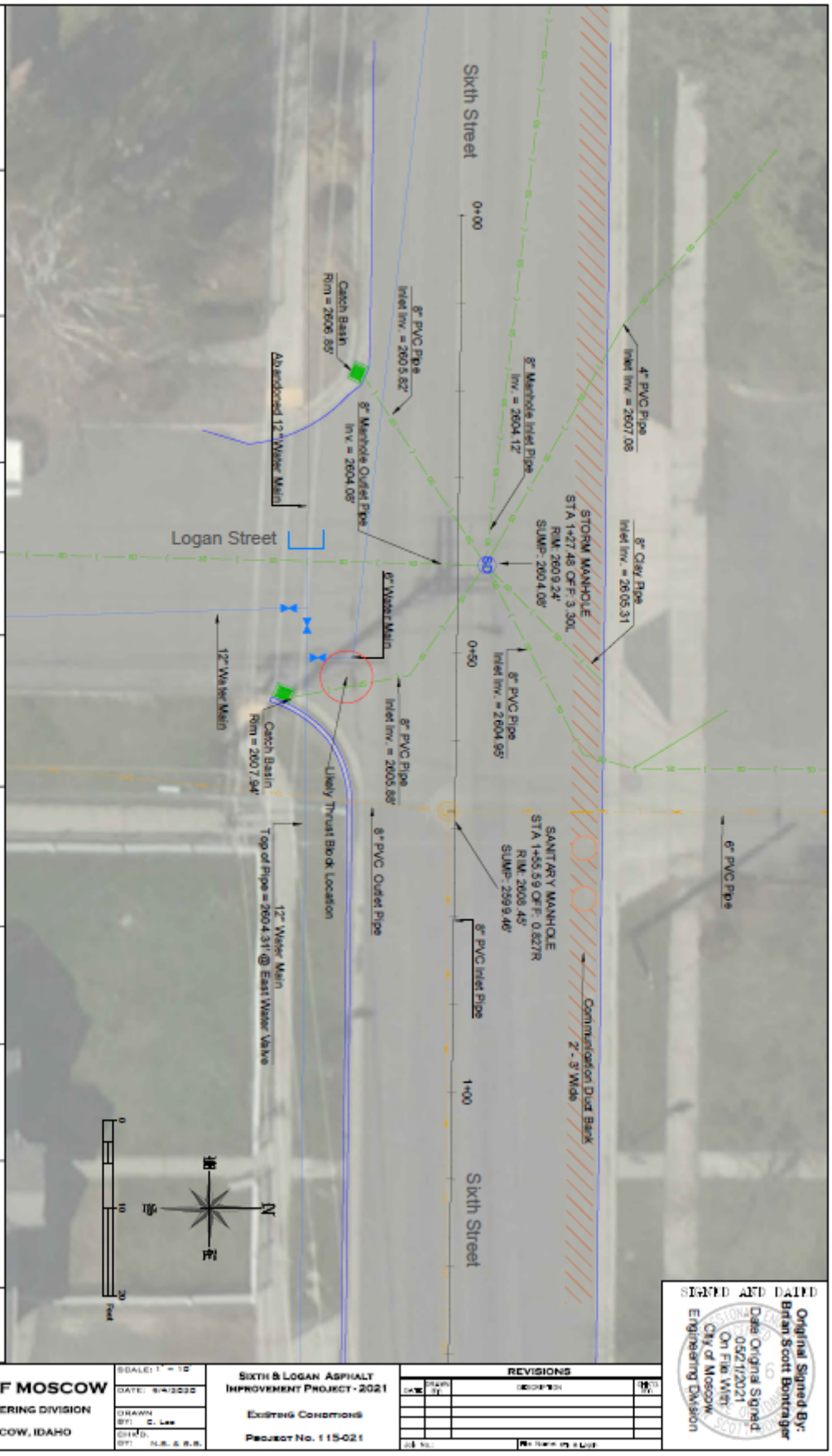
INLET PROTECTION will be measured per each for each device furnished and installed on the project one time. No separate payment will be made in the event that inlet protections are transferred from existing inlets to new inlets. Payment shall include all materials, labor, equipment and incidentals necessary to perform the described work including installation, removal, maintenance, and disposal at an approved disposal site for:

SP-14. INLET PROTECTION ..... EA.

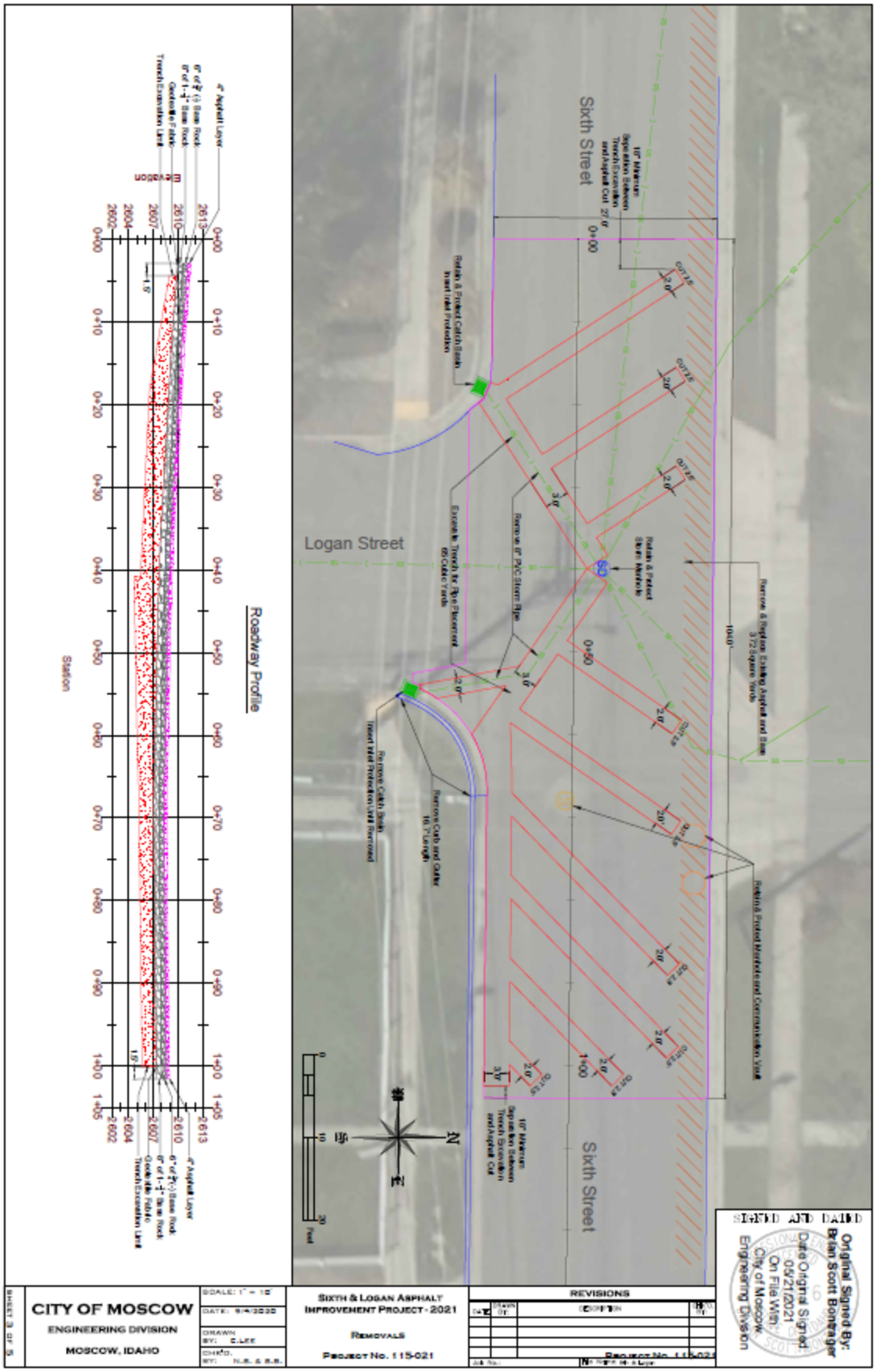
APPENDIX I

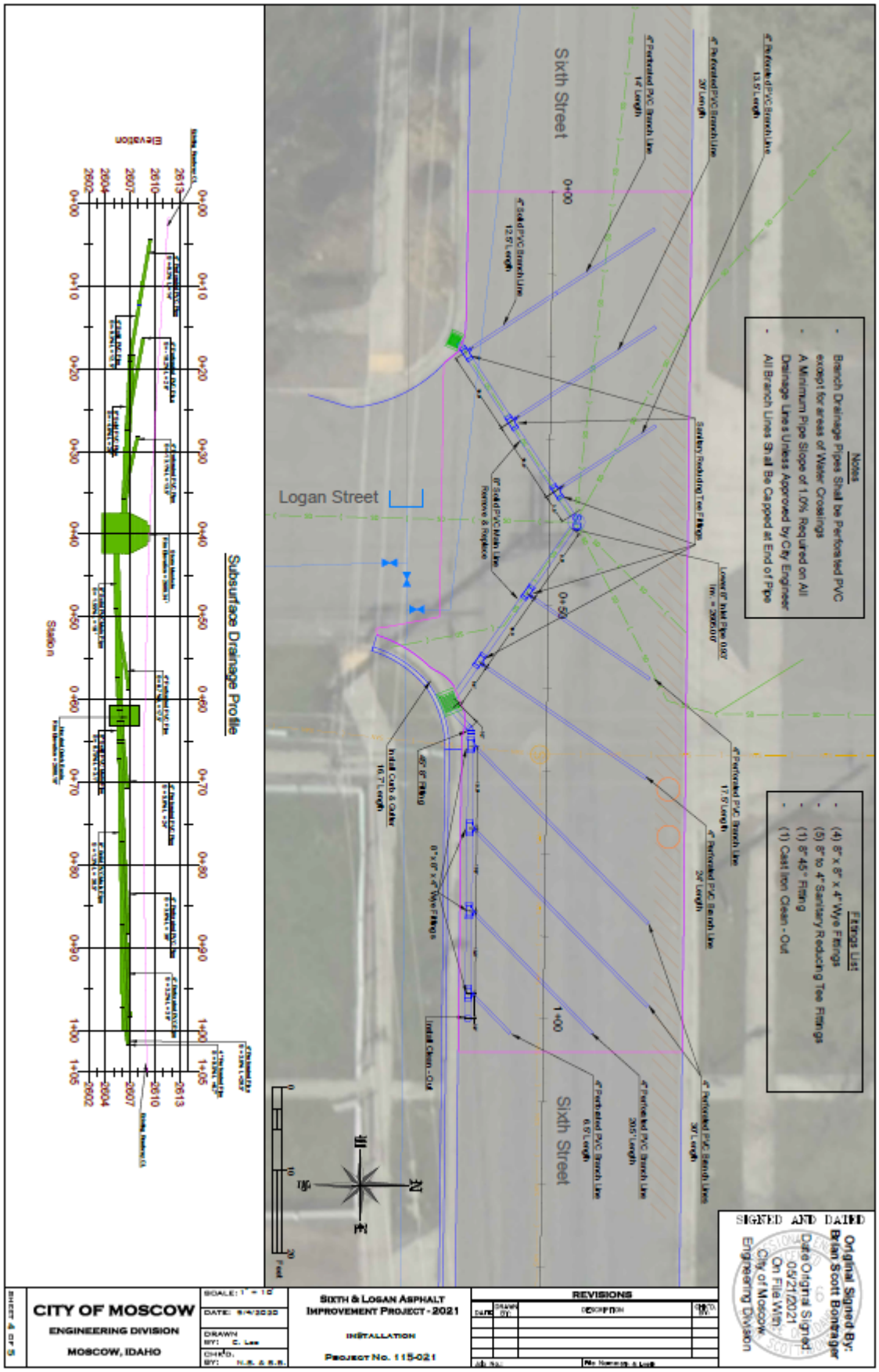
PROJECT DRAWINGS

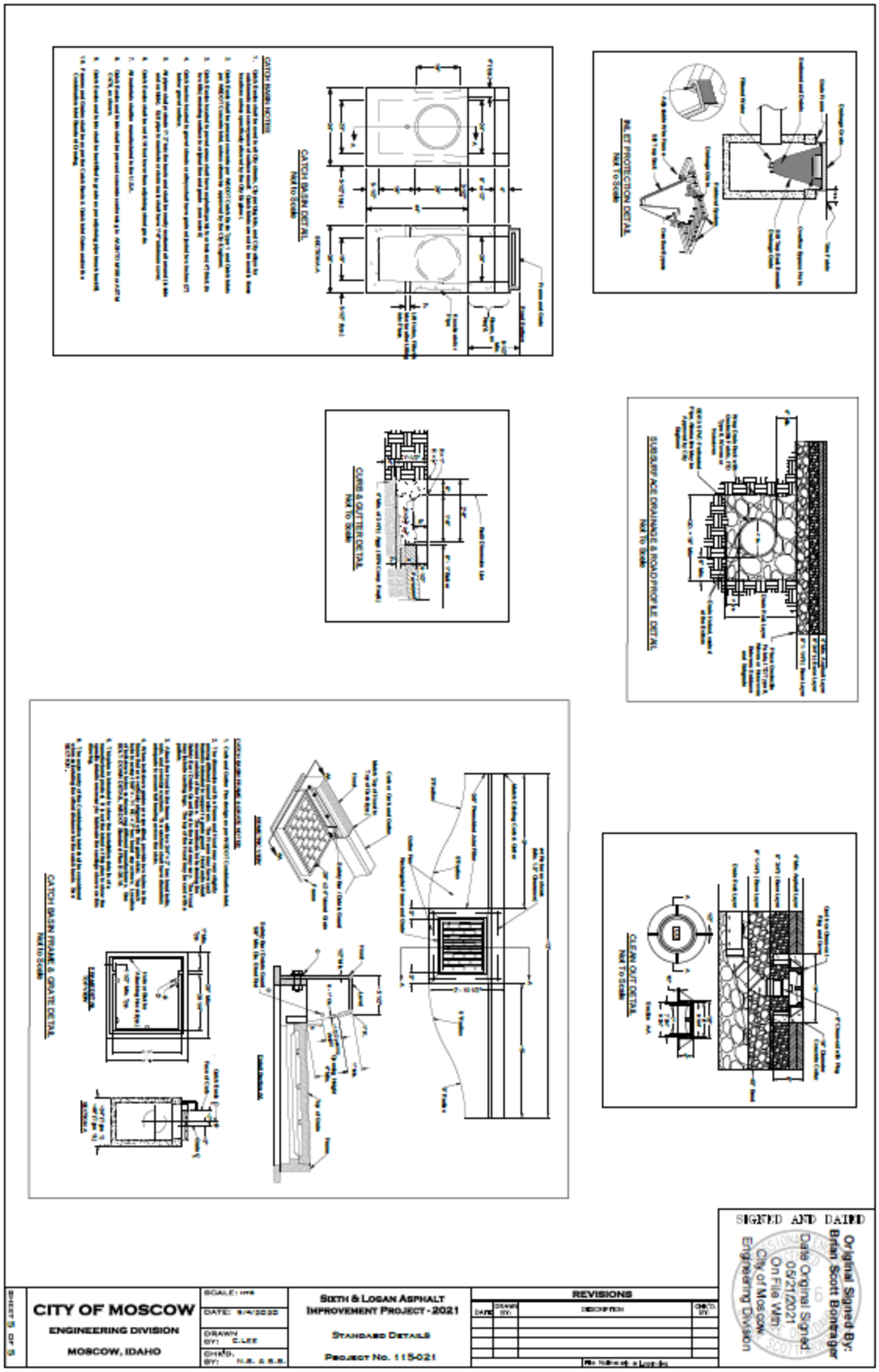

CITY OF MOSCOW
SIXTH & LOGAN ASPHALT IMPROVEMENT PROJECT - 2021
PROJECT No. 115-021
INDEX TO SHEETS
SHEET NO. DESCRIPTION
1 TITLE PAGE
2 EXISTING CONDITIONS
3 REMOVALS
4 INSTALLATION
5 STANDARD DETAILS
GENERAL NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR UNDERGROUND LOCATES. CALL 811 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS AND THE PROJECT SPECIFICATIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL SPOILS MATERIALS.
4. INITIAL CONSTRUCTION STAKING WILL BE PROVIDED BY THE CITY OF MOSCOW FOR HORIZONTAL CONTROL. CONTRACTOR IS RESPONSIBLE FOR SETTING FORMS TO GRADE USING THE ELEVATIONS SHOWN IN THESE PLANS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVICED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
6. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
7. THE CONTRACTOR SHALL NOTIFY STEVE SCHULTE OF THE CITY OF MOSCOW STREETS DIV. AT (208) 883-7097 AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
IDAHO
MOSCOW
TO PULLMAN
WAR BONNET DR
STATE HWY 8
FARM RD
A ST.
TAYLOR AVE.
BENCH AVE
US HWY NO 95 TO LEWISTON
JACKSON ST.
MAIN ST.
WASHINGTON ST.
STREET
US HWY NO 95 TO PALATCE
SIXTH ST.
TERRY ST
B ST.
POLK ST.
PUBLIC AVE
HAYES ST.
BLAINE ST.
D ST.
MTN. VIEW RD.
F ST.
MOUNTAIN VIEW RD.
PALOUSE RIVER DR.
STINER AVE
WHITE AVE.
LOGAN ST.
TO TROY
PROJECT LOCATION
N
W
E
S
LEGEND
FIBER OPTIC
COMMUNICATION
GAS
POWER
STORM SEWER
SANITARY SEWER
WATER
CURB & GUTTER
TYPE A CURB
SIGN
LIGHT POLE
POWER POLE
JUNCTION BOX
SANITARY MANHOLE
STORM MANHOLE
WATER VALVE
CATCH BASIN
FIRE HYDRANT
TRUNCATED DOMES
ASPHALT PATCHING
CONCRETE PAVING
PEDESTRIAN RAMP
TRENCH EXCAVATION
RAMP SECTION
LANDING SECTION
LANDSCAPING
CITY OF MOSCOW
IDAHO
CITY OF MOSCOW
COMMUNITY PLANNING & DESIGN
ENGINEERING DIVISION
221 E. 2ND STREET
(208) 883-7034
CITY ENGINEER
SCOTT BONTRAGER
Original Signed By:
Brian Scott Bontrager
Date Original Signed
05/21/2021
On File With:
City of Moscow
Engineering Division



4" Perforated PVC Pipe (Class F Backfill)	4" Storm PVC Pipe (Class F Backfill)	8" Storm PVC Pipe (Class F Backfill)	Install Catch Basin	Soft Spot Repair	Subgrade Seperation Geotextile	Construct Concrete Curb & Gutter	Hot Mix Asphalt Patching	3/4" (-) Crushed Rock Base	1-1/4" (-) Crushed Rock Base	Inlet Protection
L.F.	L.F.	L.F.	EA.	S.Y.	S.Y.	L.F.	TON	TON	TON	EA.
179	10	81	1	82	328	17	84	101	135	2


Sixth Street
Logan Street
Sixth Street
Roadway Profile
Station
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO
SIXTH & LOGAN ASPHALT IMPROVEMENT PROJECT - 2021
REMOVALS
PROJECT No. 115-021
REVISIONS
SIGNED AND DATED
Original Signed By:
Brian Scott Bontrager
Date Original Signed
05/21/2021
On File With:
City of Moscow
Engineering Division


Notes
- Branch Drainage Pipes Shall be Perforated PVC except for areas of Water Crossings
- A Minimum Pipe Slope of 1.0% Required on All Drainage Lines Unless Approved by City Engineer
- All Branch Lines Shall Be Capped at End of Pipe
Fittings List
- (4) 8" x 8" x 4" Wye Fittings
- (5) 8" to 4" Sanitary Reducing Tee Fittings
- (1) 8" 45° Fitting
- (1) Cast Iron Clean - Out
Logan Street
Sixth Street
Sixth Street
Subsurface Drainage Profile
Elevation
Station
SIGNED AND DATED
Original Signed By:
Brian Scott Bontrager
Date Original Signed
04/21/2021
On File With
City of Moscow
Engineering Division
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO
SIXTH & LOGAN ASPHALT IMPROVEMENT PROJECT - 2021
INSTALLATION
PROJECT NO. 115-021
REVISIONS


INLET PROTECTION DETAIL
NOT TO SCALE
CATCH BASIN DETAIL
NOT TO SCALE
CURB & GUTTER DETAIL
NOT TO SCALE
SUBSURFACE DRAINAGE & ROAD PROFILE DETAIL
NOT TO SCALE
CLEAN OUT DETAIL
NOT TO SCALE
CATCH BASIN FRAME & GRATE DETAIL
NOT TO SCALE
SIGNED AND DATED
Original Signed By:
Brian Scott Bontrager
Date Original Signed:
05/21/2021
On File With:
City of Moscow
Engineering Division
CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO
SCALE: NTS
DATE: 9/4/2020
DRAWN BY: C.LEE
CHK'D. BY: N.S. & S.S.
SIXTH & LOGAN ASPHALT IMPROVEMENT PROJECT - 2021
STANDARD DETAILS
PROJECT No. 115-021
REVISIONS
DATE
DRAWN BY:
DESCRIPTION
CHK'D. BY:
SHEET 5 OF 5

Attachment B

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 5/28/21

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 SIXTH AND LOGAN ASPHALT IMPROVEMENT PROJECT - 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 <u>not</u> 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 0 through 0 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 10880-unlimited-1-2-3.

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:

Subcontractors	Trade Specialty	Idaho Public Works License No.	$ Amount
a. - NA -			
b.			
c.			
d.			
e.			

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SIXTH AND LOGAN ASPHALT IMPROVEMENT PROJECT - 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

Item No.	Item Description	Quantity & Unit	Unit Price	Total Price
1.	Mobilization	1 LS	$ 6,200 -	$ 6,200 00
2A.	Remove / Dispose of Bituminous Surface	328 SY	$ 25 -	$ 8,200 00
2B.	Remove / Dispose of Catch Basin	1 EA	$ 1,825 -	$ 1,825 00
2C.	Remove / Dispose of Concrete Curb & Gutter	17 LF	$ 18 -	$ 306 00
3.	4" Perforated Drainage Pipe (Class F Backfill)	179 LF	$ 48 -	$ 8,592 00
4.	4" PVC Storm Pipe (Class F Backfill)	10 LF	$ 47 -	$ 470 00
5.	8" PVC Storm Pipe (Class F Backfill)	81 LF	$ 90 -	$ 7,290 00
6.	Storm Sewer Catch Basin	1 EA	$ 2,265 -	$ 2,265 00
7.	Soft Spot Repair	82 SY	$ 30 -	$ 2,460 00
8.	Subgrade Separation Geotextile	328 SY	$ 2 50	$ 820 00
9.	Construct Concrete Curb & Gutter	17 LF	$ 70 -	$ 1,190 00
10.	½" Superpave HMA Pavement	84 TON	$ 140 -	$ 11,760 00
11.	¾" (-) Crushed Rock Base	101 TON	$ 27 -	$ 2,727 00
12.	1- ¼" (-) Crushed Rock Base	135 TON	$ 27 -	$ 3,645 00
13.	Inlet Protection	2 EA	$ 95 -	$ 190 00
			Bid Total	$ 57,940 00

Motley-Motley Inc.
Firm Name of Bidder

Signature of Bidder

V.P.
Official Title

6901 SR 270 Pullman, WA. 99163
Bidders Mailing Address

10880-unlimited-1-2-3
Public Works License No.

WA.
State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Pullman, WA

This 28 day of MAY, 2021

Sixth and Logan Asphalt Improvement Project - 2021
Bids Opened 5/28/2021

				Engineers Estimate		Bid From: Motley- Motley Inc.	
Item No.	**Item Description**	**Qty.**	**Unit**	**Unit Price**	**Amount**	**Price**	**Total**
1	Mobilization	1	L.S.	$ 6,000.00	$ 6,000.00	$6,200.00	$6,200.00
2A	Remove/Dispose Bituminous Surface	328	S.Y.	$ 25.00	$ 8,200.00	$25.00	$8,200.00
2B	Remove/Dispose Catch Basin	1	EA.	$ 1,500.00	$ 1,500.00	$1,825.00	$1,825.00
2C	Remove/Dispose Curb & Gutter	17	L.F.	$ 25.00	$ 425.00	$18.00	$306.00
3	4" Perforated Drainage Pipe (Class F Backfill)	179	L.F.	$ 50.00	$ 8,950.00	$48.00	$8,592.00
4	4" PVC Storm Pipe (Class F Backfill)	10	L.F.	$ 50.00	$ 500.00	$ 47.00	$470.00
5	8" PVC Storm Pipe (Class F Backfill)	81	L.F.	$ 160.00	$ 12,960.00	$ 90.00	$7,290.00
7	Storm Sewer Catch Basin	1	EA.	$ 2,000.00	$ 2,000.00	$ 2,265.00	$2,265.00
8	Soft Spot Repair	82	S.Y.	$ 25.00	$ 2,050.00	$ 30.00	$2,460.00
9	Subgrade Seperation Geotextile	328	S.Y.	$ 2.00	$ 656.00	$ 2.50	$820.00
10	Construct Concrete Curb & Gutter	17	L.F.	$ 50.00	$ 850.00	$ 70.00	$1,190.00
11	1/2" Superpave HMA Pavement	84	TON	$ 190.00	$ 15,960.00	$ 140.00	$11,760.00
12	3/4" (-) Crushed Rock Base	101	TON	$ 25.00	$ 2,525.00	$ 27.00	$2,727.00
13	1-1/4" (-) Crushed Rock Base	135	TON	$ 20.00	$ 2,700.00	$ 27.00	$3,645.00
14	Inlet Protection	2	EA.	$ 250.00	$ 500.00	$ 95.00	$190.00
				Total	**$ 65,776.00**	**Total**	**$57,940.00**

COMMITTEE STAFF REPORT

DATE: Monday, June 21, 2021

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Portable Collection Donation Proposal - Megan Cherry

DESCRIPTION

Five works by artist Pam Overholtzer have been offered as a donation to the City's Portable Collection. Overholtzer comes from a long line of artists with a lifelong passion for design, art, and craft. She maintained an interior design practice focused on historic architecture and interiors before returning to college to study architecture at the University of Idaho where she earned a Master of Architecture degree and research-oriented Master of Science degree. The seeds for this project began when Pam first saw Lillian Ottness's well-known book "*A Great Good Country*," and particularly Lillian's sketches of the historic buildings in downtown Moscow. While working on City Hall's Centennial Art Show at the Third Street Gallery as a member of the Moscow Historic Preservation Commission, she had an opportunity to work directly with Ottness's original drawings. Musing about the sketches, Pam sought a way to apply her artistic talent, a penchant for detail-oriented projects, and model-building skills to three dimensional interpretations of Ottness's beautiful sketches in the form of small, multi-dimensional models mounted in shadow boxes. The donation is offered by architect and longtime City of Moscow Planning & Zoning and Historic Preservation Commission member Wendy McClure.

The Moscow Arts Commission voted during their May 11, 2021 meeting to recommend acceptance of this donation and states a preference for keeping all five works together in a single display location. The donation proposal was reviewed by Administrative Committee on June 14, 2021.

STAFF RECOMMENDATION

Arts staff recommends approval of this donation.

PROPOSED ACTIONS

ACTION: Accept artwork donation.

FISCAL IMPACT

The fiscal impacts of accepting this donation would be minimal. These would include hiring a professional photographer to document the works and a potential investment in sturdier framing for one or two of the pieces.

PERSONNEL IMPACT

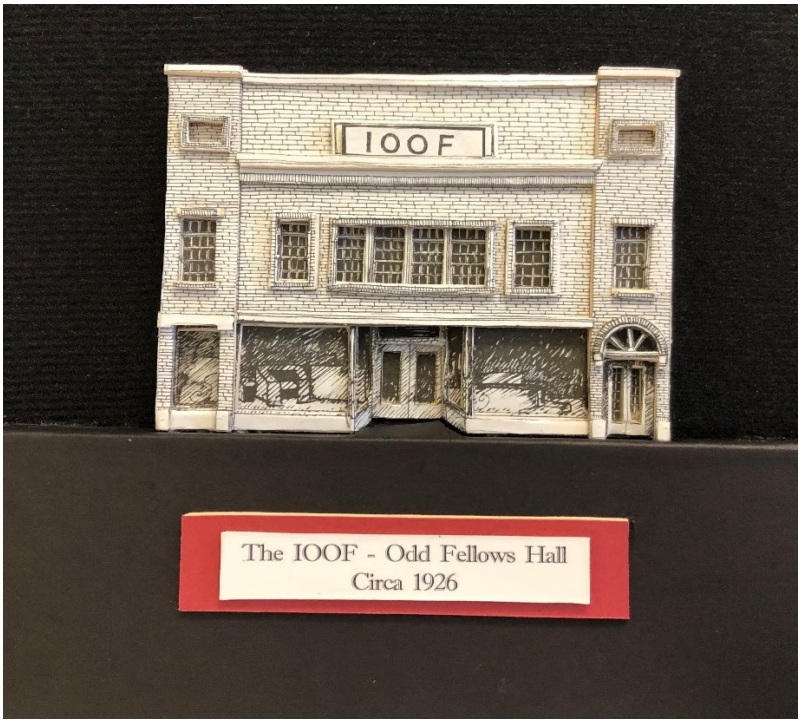
Approval of this donation would have minimal impact on staffing capacity.

ATTACHMENTS

1. PA Portable_Overholtzer, Pam_Proposed Donation from Wendy McClure

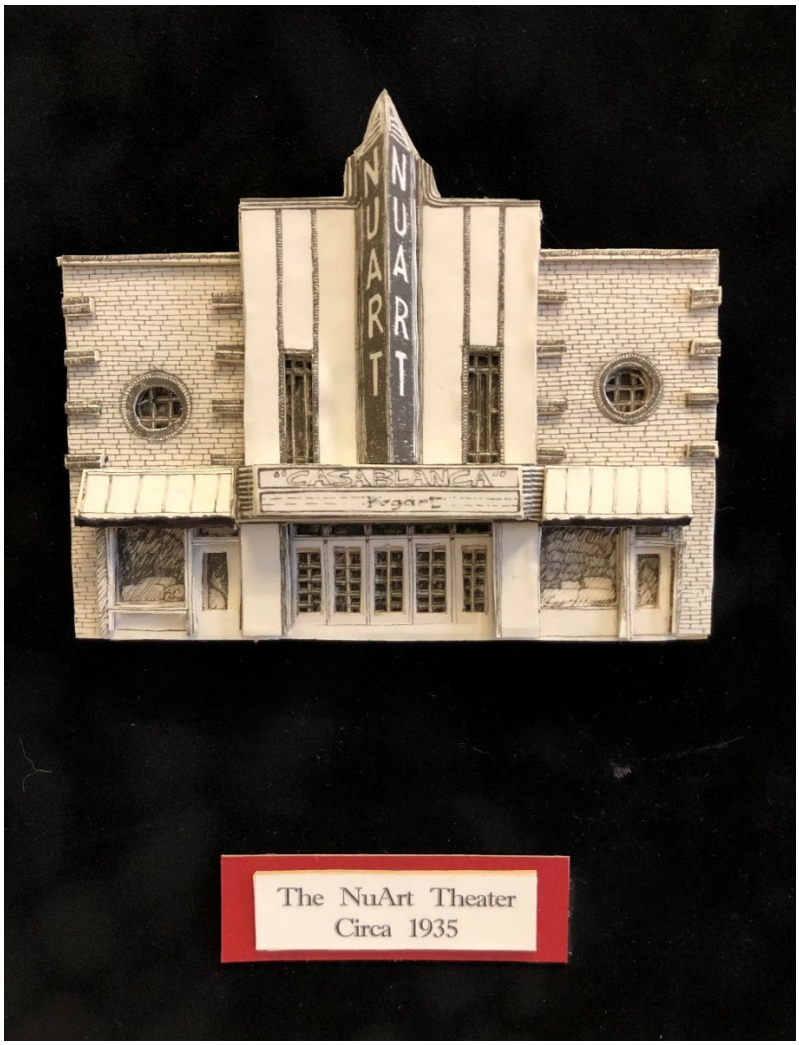
Moscow Portable Collection

Proposed Donation: Pam Overholtzer Architectural Models



The Kenworthy Theater
Circa 1928

The Masonic Temple
Circa 1911



The NuArt Theater
Circa 1935

COMMITTEE STAFF REPORT

DATE: Monday, June 21, 2021

RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Moscow Farmers Market Live Entertainment Request - Amanda Argona

DESCRIPTION

STAFF RECOMMENDATION

Recommend re-instatement of the 9:00 to 10:00 a.m. performance time slot and Performance Vendor program.

PROPOSED ACTIONS

ACTION: Approve the reinstatement of the 9:00 to 10:00 a.m. performance time slot and Performance Vendor Program.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

COMMITTEE STAFF REPORT

DATE: Monday, June 21, 2021

RESPONSIBLE STAFF

James Fry, Police Chief

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Community Oriented Policing Services (COPS) - Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant - Alisa Anderson / Anthony Dahlinger

DESCRIPTION

The Pullman Police Department will be leading in the application and management of grant funds from the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA). The Moscow Police Department as well as other local law enforcement agencies have been invited to participate in this regional team of law enforcement peer support which will fund projects that develop knowledge, increase awareness of effective mental health and wellness strategies, increased the skills and abilities of law enforcement and increase the number of law enforcement agencies and relevant stakeholders using peer support, training, family resources, suicide prevention and other promising practices for wellness program. Funding will allow for training peer support group members, overtime for attendees, and funds needed to backfill the patrol schedule during training. Four officers will be selected from the Moscow Police Department to participate on the Peer Support Team and in training. Grant funds requested by Pullman Police for the Moscow Police Department will not exceed $38,000.

STAFF RECOMMENDATION

Recommend approval of the proposed grant funding request from the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA) to be managed by the Pullman Police Department and accept funds to exceed $38,000 for the Moscow Police Department.

PROPOSED ACTIONS

ACTION: Ratify approval of the grant application for participation in the regional Peer Support team under the COPS Law Enforcement Mental Health and Wellness Act (LEMHWA), managed by Pullman Police Department, not to exceed $38,000 in grant awards for the Moscow Police Department.

FISCAL IMPACT

There is no local match for this grant.

PERSONNEL IMPACT

None

ATTACHMENTS

1. COPS - 2021 Law Enforcement Mental Health and Wellness Act Program Fact Sheet

U.S. Department of Justice
Office of Community Oriented Policing Services

Fact Sheet

cops.usdoj.gov

2021 Law Enforcement Mental Health and Wellness Act Program

Law Enforcement Mental Health and Wellness Act (LEMHWA) funds are used to improve the delivery of and access to mental health and wellness services for law enforcement through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. The 2021 LEMHWA program will fund projects that develop knowledge, increase awareness of effective mental health and wellness strategies, increase the skills and abilities of law enforcement, and increase the number of law enforcement agencies and relevant stakeholders using peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

WHEN: Deadline for grant application is June 3, 2021 at 7:59 p.m. EDT.

Start EARLY. This is more than a one-day process.

WHERE:
1. Register at www.grants.gov.
2. Complete the application in the JustGrants Justice Grants System.

HOW: Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

COPS Office Law Enforcement Mental Health and Wellness Act Topics

The 2021 LEMHWA program will fund projects related to Peer Support Implementation Projects.

Detailed description of the topic is available in the solicitation guide.

The U.S. Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community. Law enforcement plays a vital role in each of these areas through developing and maintaining meaningful relationships with all segments of their communities and working in partnership with those communities to provide effective crime prevention, intervention, and response services and resources. For all Fiscal Year 2021 COPS Office grant solicitations, applicants should consider these priorities when applying for COPS Office funding to advance community policing and address these strategic planning priorities within their applications as applicable.

Funding Provisions

Provisions include the following:

- This solicitation is open to local, state, tribal, and territorial law enforcement agencies. Proposals should be responsive to the solicitation, improve the delivery of and access to mental health and wellness services for law enforcement, and significantly advance peer mentoring mental health and wellness programs within law enforcement agencies across the country. Applicants must identify specific program goals that will be directly accomplished if awarded LEMHWA funding. Detailed descriptions of eligibility and additional solicitation information are available in the LEMHWA solicitation guide.
- There is up to $125,000 in funding available through the FY 2020 LEMHWA program. Each award is two years (24 months) in length. There is no local match.

How to Apply

Applicants are first required to register via www.grants.gov and complete an SF-424. After submitting the SF-424, applicants will receive an email with instructions on completing the second part of the LEMHWA application through the JustGrants Justice Grants System.

Complete application packages for the FY 2021 LEMHWA solicitation are due by June 3, 2021, at 7:59 p.m. EDT. Before submitting your application, please review the LEMHWA Solicitation Guide. Applications in hard or electronic format sent via email or U.S. Mail will not be accepted.

Contact the COPS Office

For more information about COPS Office programs and resources, please call the COPS Office Response Center at 800-421-6770 or visit the COPS Office website at https://cops.usdoj.gov.

COMMITTEE STAFF REPORT

DATE: Monday, June 21, 2021

RESPONSIBLE STAFF

Megan Cherry, Arts Program Manager

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Andrew Becker Memorial Public Art Installation at the ITC Sculpture Garden – Megan Cherry

DESCRIPTION

In January 2021, the family of Andrew Thatcher Becker contacted the City of Moscow with an offer to donate funds for a public art installation. Following conversations between donor, staff, and MAC members, the ITC Sculpture Garden was identified as a location that fits the budget and artistic direction for the project. The ITC Sculpture Garden has traditionally hosted temporary installations of three-dimensional artworks that are featured for up to one year. There are five plinths in that location, each of which are filled following an RFP process and selection by a panel of community members. Each artist is paid an honorarium for the loan of their artwork, and this program has traditionally served the UI student artist population. The offer of donated funds to support the accession of an artwork into the Permanent Collection has prompted the re-assignment of one of the plinths as a permanent location for the artwork to be funded by the donor's contribution. This shift would result in four plinths being available for the annual call to artists. The MAC voted during their March 9, 2021 meeting to recommend this re-assignment.

Arts staff has prepared an RFP for this opportunity based upon Becker's biographical information, the Public Art subcommittee's advice, and standard Arts Department processes and timelines. The MAC voted during their May 8, 2021 meeting to recommend approval of this donation and the RFP, and the project was reviewed by Administrative Committee on June 14, 2021.

STAFF RECOMMENDATION

Arts staff recommends approval of this donation, plinth re-assignment, and RFP.

PROPOSED ACTIONS

ACTION: Approval the donation, plinth re-assignment, and RFP.

FISCAL IMPACT

In light of the donor's offer to fund the entire project budget, the fiscal impact on the Arts Department budget will minimal. Further, the donor has offered to provide a percentage of the project budget to fund long-term maintenance on the artwork. Funds to support permanent signage, dedication ceremony, and public outreach about this project will be expended from Community Public Art (642-25). All revenues and expenses related to this project are included in the Arts Department's FY22 budget request in the following GL accounts:

- Contributions & Donations (476-11)
- Community Public Art (642-25)

PERSONNEL IMPACT

Approval of this donation will represent an investment of Arts staff time to facilitate donor agreements, acceptance of submissions, and selection processes including MAC and City Council approvals. Following final approval of the selected design, Arts staff will facilitate all artist contracts, communications, installation needs, and dedication ceremony. The Arts Department will request support from the Legal Department to create and review all documents as appropriate to the project. It is anticipated that this investment of staff time can be managed within the scope of existing annual projects in the Public Art program.

ATTACHMENTS

1. 2021_Becker Memorial_RFP

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Project Description

The City of Moscow and the Moscow Arts Commission invite artists and artist teams to submit proposals for a permanent sculptural installation at the Intermodal Transit Center Sculpture Garden. This artwork will be a memorial to Andrew Thatcher Becker, a longtime Moscow resident whose advocacy for people with disabilities greatly impacted the community. Accessibility, communication, compassion, understanding, and courage were watchwords for Becker, whose spirit of inclusion infused all of his work in Moscow. After studying political science at the University of Idaho, Becker pursued activism in many forms, including teaching as well as advocacy for human rights and the rights of people with disabilities. Becker shared energy with his community at Milestone Decisions and in service to the Moscow Human Rights Task Force, City of Moscow Human Rights Commission, and the Mobility Task Force.

Artists are invited to propose an artwork that expresses Andrew Becker's core beliefs in the dignity of all people, the equity of accessible communities, and the value of pathways both literal and figurative: smooth sidewalks to travel or communications that connect people to one another. The Intermodal Transit Center, with its proximity to the Paradise Path and its focus on multi-modal access, is the perfect place to celebrate Becker's life and spirit.

Budget

The total amount of funding available for the piece is not to exceed $5,000. Included in this budget are the artist's fee, travel, fabrication, engineering, materials, installation, documentation, and all other costs accrued by the artist specific to this project.

Eligibility

Artists from Idaho, Washington, Oregon, Montana, Wyoming, and Utah are eligible to apply for this project. 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.

Structural materials eligible for this project include those proven to be impervious to environmental degradation (e.g. bronze, aluminum, weathering or stainless steel) Coatings must be designed for exposure to year-round exterior conditions, and require only light maintenance (e.g. professionally-applied auto enamel, powder coating, or water tower paint). Any existing artwork or proposed design made from mild steel, wood, ceramic, or other material with the potential to degrade in the outdoor environment will not be considered. This site cannot accommodate kinetic sculptural works or those that require power or water.

Important Dates (subject to change)

July 1 – October 1, 2021	Submission Period
December 2021	Selection Results Announced
January 2022	Artist Contract and Schedule Confirmation
May 2022	Installation

DRAFT

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Submission Requirements

Artist Information:

1. Letter of interest detailing the connections between the proposed design and:
    a. The project description
    b. Intermodal Transit Center Sculpture Garden
    c. The City of Moscow
2. Resume and References
3. Artist Statement and Biography
4. Headshot (formal portrait or in-studio photograph)
5. Web & Social Media links

Artwork:

OPTION 1: Completed Artwork (up to three (3) photos of a single piece)

-OR-

OPTION 2: Design Proposal (up to three (3) images of a single design)
-AND-
Past Work Examples (up to four (4) images total)

Artists may choose to submit materials in one of two ways: a completed sculpture or a design proposal. For those who choose to submit an already-completed work, there is no need to provide samples of past work. Artists who submit a design proposal must also provide two (2) examples of previously-completed works of a similar scale and material. These examples should evidence the artist's or artist team's experience with the permanent installation of three-dimensional artworks at an exterior site.

Supporting Materials:

1. Dimensions of proposed design or existing artwork
2. Materials List (include a detailed list of all structural materials, finishes, and fasteners)
3. Plan for attachment of sculpture to weathering steel plate on the top of the plinth
4. Maintenance & Conservation Plan

DRAFT

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Selection Criteria

1. Artist Qualifications
   Artists or design teams should ideally have:
   a. Experience with design and fabrication.
   b. The ability to communicate effectively in a timely manner.
   c. A record of adhering to project and/or assignment budgets and schedules.
   d. Experience working with design professionals and/or collaborative group work situations.

2. Conceptual Quality and Originality
   a. The artist presents a compelling concept.
   b. The proposed design or finished artwork is original to the presenting artist.
   c. The design or finished artwork is unique (i.e. edition of one), rather than a mass-produced item.

3. Form
   a. The proposed design or finished artwork reveals mastery of formal craftsmanship.
   b. The scale of the proposed design or finished artwork 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 or finished artwork aligns with the project description.
   b. The content of the proposed design or finished artwork is relevant to the City of Moscow's values, culture, and people.
   c. The proposed design or finished artwork reflects the architectural, historical, geographical, geological, and socio-cultural context of the site.
   d. The proposed design or finished artwork serves to activate or enhance the intended location.
   e. The proposed design or finished artwork has the potential to expand the formal and conceptual range of the Public Art collection.

5. 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.
   c. The artwork and installation plans allow for long-range conservation needs that may arise.

DRAFT

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Selection Panel

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. Each Selection Panel member serves through the completion of one (1) public art project. Selection Panel members shall serve at the appointment of the Mayor. Selection Panel 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 Department Staff (Selection Panel facilitation)

No artist sitting on a Selection Panel may submit a proposal for the project for which the Selection Panel was formed. MAC members shall declare a conflict of interest if a project comes before the Selection Panel from which 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. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

Selection Panel Procedures and Responsibilities

1. Moscow Arts Program Manager will hold an orientation for the Selection Panel. The orientation may include a presentation of works currently in the public art collection, review of program guidelines, orientation to the specific project; and/or a review of any goals already established by the participating department and the Moscow Arts 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.

DRAFT

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

About Moscow, ID

Moscow is settled on the rolling hills of the Palouse, a rich landscape long inhabited by the Nimiipuu (Nez Perce) people indigenous to the region. Nez Perce culture remains an important presence on the Palouse, both on tribal lands and in relationship with public and private entities around the region. The Nez Perce tribe's educational and cultural outreach includes partnerships with the University of Idaho and displays of tribal artifacts at the City of Moscow's Third Street Gallery and the Clearwater River Casino's Cultural Walk.

The City of Moscow was incorporated on July 12, 1887, and its modern history is rooted in agriculture; the surrounding region produces top-quality wheat and pulses. The presence of farming in the community goes far beyond commerce, however, as grain silos and other architectural features announce agricultural endeavor as part of the community's aesthetic identity.

Moscow is home to the University of Idaho, a land grant institution established in 1889. School spirit influences the atmosphere of the city, imbuing it with the balance of gravitas and celebration that characterizes educational experience. University arts programs like the Lionel Hampton Jazz Festival and the Prichard Art Gallery have greatly contributed to Moscow's identity as a cultural center, and the City of Moscow Arts Department is proud to partner with these and other community arts groups to foster artistic excellence.

Moscow is rich not only in visual and performing arts events, but also in recreational and culinary opportunities. Residents and visitors alike enjoy the Palouse landscape at recreational features like Moscow Mountain and the Bill Chipman Palouse Trail, followed by tastes of the region at area restaurants, wineries, and breweries.

A balance of educational, industrial, recreational, and agricultural endeavors defines the region, so the City of Moscow Arts Department works to meet multifaceted needs. The public art program aims to reflect the diversity of Moscow by fostering the relationship between different cultural forces in the community. Whether part of the University, business community, or the agricultural tradition, the City of Moscow Arts Department partners value the arts as a way to drive economic development and civic identity.

The City of Moscow Arts Department's mission is to enrich the community by celebrating and cultivating the expressions of all art forms and culture. It has fostered artistic excellence and public access to the arts in the city for many years. The program's focus areas are fourfold: curation of community exhibition space at the Third Street Gallery inside City Hall, arts events and programming, arts and culture education, and a comprehensive public art program.

Guided by a Public Art Master Plan adopted in 2015, the public art collection is ever-expanding, with artistic direction crafted in collaboration between city staff and the Moscow Arts Commission, a passionate group of volunteer arts advocates. The collection is comprised of both temporary and permanent features, each of which are pictured on the City of Moscow website. Temporary artworks include vinyl-wrapped utility boxes and bus shelters as well as a sculpture garden featuring artworks on loan to the City. Artworks in the permanent collection range from mosaic murals and sculptures-in-the-round to framed pieces in the Portable Collection. Each new piece in the permanent collection joins others by celebrated regional artists including Harold Balazs, David Govedare, Miles Pepper, Robert Horner, Melissa Cole, Jennifer Corio and Dave Frei. Moscow is a community rich with diversity of thought, inhabited by minds open to possibility and creative interpretation. As such, the public art program not only celebrates the artist as a professional and valued business partner, but also welcomes a broad range of appearances, media, and art-making processes into its collection.

DRAFT

Andrew Becker Memorial

Intermodal Transit Center Sculpture Garden
Moscow, ID

Site Details

The Intermodal Transit Center (ITC) Sculpture Garden was created by the City of Moscow Arts Department in 2012, and it provides art viewing opportunities for the public as well as exhibition space for emerging regional artists. Each year, four new sculptures are chosen for display at the Sculpture Garden. These works are viewed by travelers utilizing the many modes of transportation supported by the ITC.

The Intermodal Transit Center (ITC) resulted from a $1.5 million Transportation Investment Generating Economic Recovery (TIGER II) grant from the U.S. Department of Transportation. The facility is designed to feature exterior covered structures with a foot passenger loading zone and secure parking for buses and bicycles. The ITC links services provided by the local transit provider, the University of Idaho's Vandal Shuttle, and intercity bus service provided by Northwestern Trailways and Wheatland Express. The facility also provides access for taxis, vanpools and carpools, and expands pedestrian and bicyclist accessibility with access to Paradise Path. The components of the ITC have been designed to provide a seamless, one-stop concept for transportation in the community.

Plinth Dimensions

Basalt Column H x W x D
Weathering Steel Plate
(A full-size template of the steel plate will be available to the selected artist.)

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Monday, June 21, 2021

AGENDA ITEM TITLE

Public Hearing: Rolling Hills 9th Addition Preliminary Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF	REVIEWED BY
Michael Ray, Assistant CD Director/Planning Manager	Planning and Zoning Commission
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

DESCRIPTION

The applicant, Ryan Itani, is proposing to subdivide a 2.3-acre area of land generally located east of the intersection of Third Street and Sixth Street into 10 lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with two conditions.

STAFF RECOMMENDATION

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

CITY OF MOSCOW
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Hearing Date: June 21, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for a Preliminary Subdivision Plat for property generally located east of the intersection of Third Street and Sixth Street within the City of Moscow. Permit Application LUP2021-0016

Attachments:

1. Notice of Public Hearing
2. Application for Preliminary Plat
3. Proposed Preliminary Plat
4. Neighborhood Meeting Materials
5. Memo from David Schott, Parks and Recreation Director, dated May 17, 2021
6. Memo from Todd Drage, Engineering Technician, dated May 20, 2021

Prepared By: Mike Ray, AICP – Planning Manager

STAFF REVIEW

Proposal: The applicant, Ryan Itani, is proposing to subdivide a 2.3-acre area of land generally located east of the intersection of Third Street and Sixth Street into 10 lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition. The proposed subdivision includes the extension of Third Street to Moser Park.

The applicant originally submitted a proposal of a subdivision plat for the subject property as well as an approximately 6-acre area of land located directly to the east of the subject property to create 29 single-family lots with an average lot size of 9,300 square feet. The proposal included the extension of Third Street across a portion of the Moser Park property. After the applicant and Staff could not reach an agreement for a property exchange or re-alignment of Third Street through the property, the applicant decided to move forward with the preliminary plat for just the first phase of the proposed subdivision instead of the entire 8.3 acres.

Site and Area Land Use: The subject property is currently undeveloped and is directly to the east of Rolling Hills 8th Addition. To the north of the subject property is undeveloped land that was recently approved as Harvest Hills 2nd Addition. Rolling Hills 7th Addition is located to the south, Moser Park is located to the northeast, and un-platted lands owned by the applicant are located to

the east. All of the surrounding property that is currently developed is single family residential structures.

Vicinity Map

Aerial Map

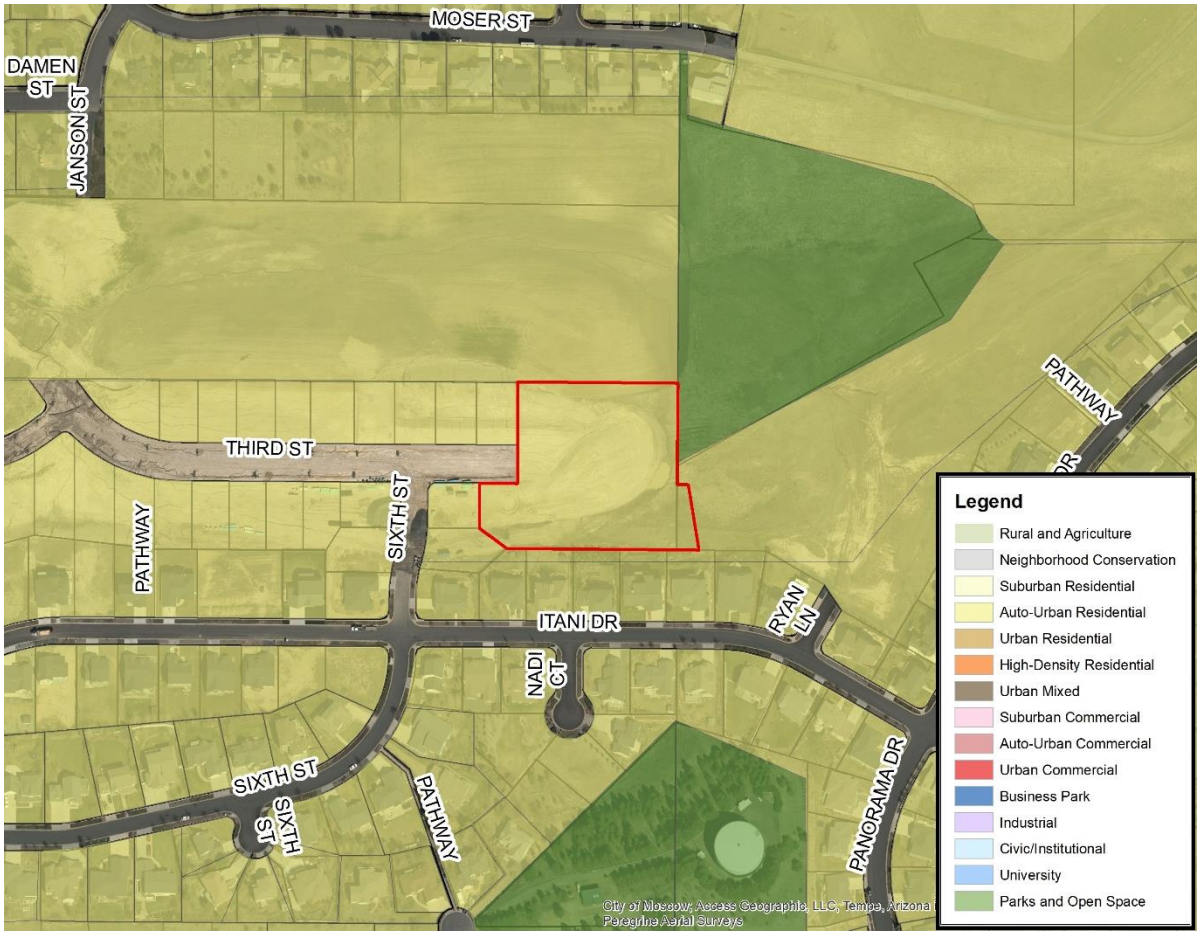
The subject property contains areas of moderate sloping topography as the land slopes to the north. There are no drainage ways or natural features that have been identified upon the subject property.

Topography Map

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

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

All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks in the area which are designated as Parks and Open Space.



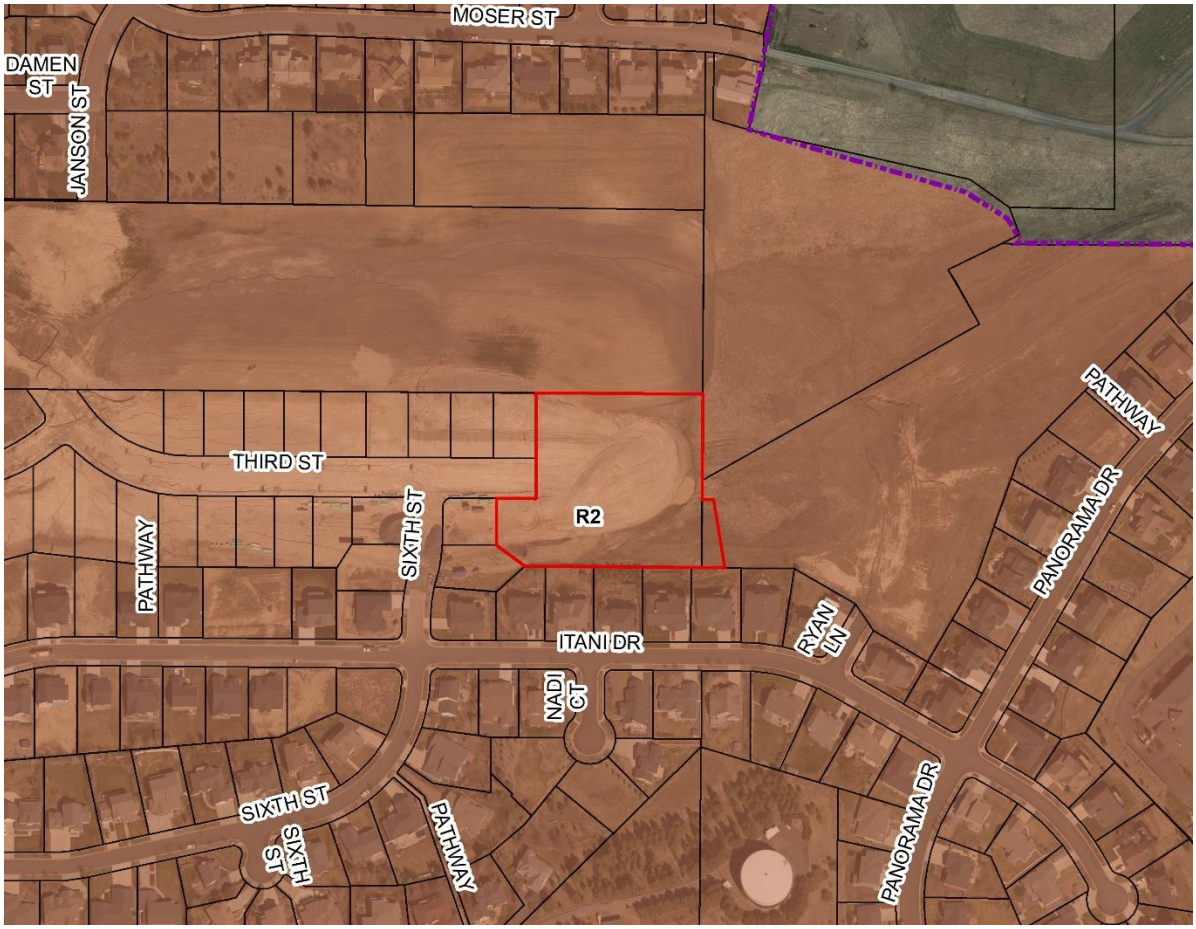
Current Comprehensive Plan Land Use Designations

Zoning: The subject property is currently designated as the Moderate Density Residential (R-2) Zoning District. All surrounding properties are also located within the R-2 Zone.

The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

1. Single family dwellings predominate.
2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
3. Utilities and other public facilities are adequate for the densities allowed.
4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.

Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities. The minimum lot size for parcels within the R-2 Zone is 7,000 sf and the minimum lot width is 60 feet.



Current Zoning

Preliminary Plat:

The applicant is proposing to subdivide the 2.3-acre area of land to create 10 lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition. The proposed subdivision includes the extension of Third Street to Moser Park. All of the lots within the proposed subdivision meet the minimum lot size and lot width for the R-2 zone.

Water: Water services are proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 8th Addition. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 0.93 million gallons of water per year (10 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 0.93 M gallons/year).

Sanitary Sewer: Sanitary sewer is proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 8th Addition. Engineering has determined that the system has adequate capacity to convey the

additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

Storm Sewer: The storm sewer for the subdivision is proposed to be extended in a similar fashion to the sanitary sewer system by following the Third Street alignment. The proposed subdivision exceeds the five thousand (5,000) square feet of impervious surface threshold that triggers the requirement for stormwater runoff control analysis and design per City Code Title 5, Chapter 15. The method for control is not specified in the preliminary plat and, therefore, will be a recommended condition of approval.

Access, Streets, Traffic: The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. Third Street through the subject property will also be constructed to the collector standard.

Input from other Agencies:

Parks and Recreation Department
The Parks and Recreation Department has provided parkland dedication requirements within an attached memo from David Schott, Parks and Recreation Director, dated May 17, 2021. The parkland dedication requirements for the proposed subdivision were previously met with Moser Park to the northeast, so no further dedication is required.

Engineering Division (Public Works Department)
The Public Works Department has provided comments within an attached memo from Todd Drage, Engineering Technician, dated May 20, 2021.

RELEVANT CRITERIA & STANDARDS:

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

RECOMMENDATIONS:

1. Staff recommends that the Council conduct the public hearing and upon consideration of testimony received, approve the preliminary plat with the following conditions:
    a. The applicant shall provide stormwater control analysis and design in accordance with the City's Stormwater Runoff Control Standards
    b. The applicant shall extend Third Street 19.87 feet to the east to align with the eastern property boundary of Lot 6, Block 2 of the proposed subdivision.

2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for a Preliminary Subdivision Plat for property generally located east of the intersection of Third Street and Sixth Street within the City of Moscow. Permit Application LUP2021-0016

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

1. Proposed Preliminary Plat of a 2.3-acre area of land to create ten (10) single-family lots with an average lot size of 7,847 square feet, referred to as Rolling Hills 9th Addition.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Preliminary Plat on May 26, 2021 and recommended approval with two conditions.

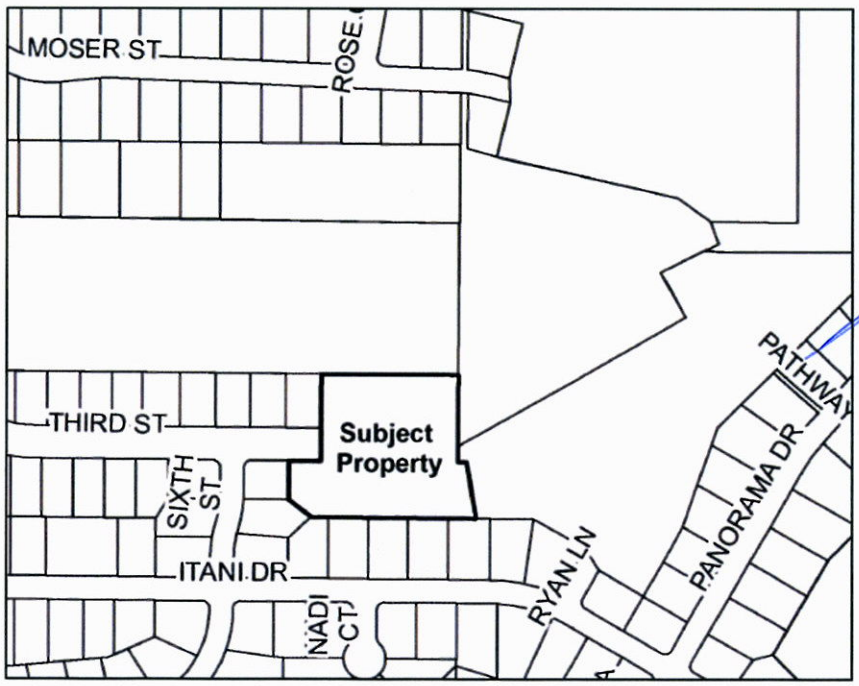
MEETING DATE: Monday, June 21, 2021

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

MEETING TIME: 7:00 p.m.

Note: Meeting start time is not necessarily indicative of the hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Planning & Design Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: https://www.ci.moscow.id.us/593/Public-Hearing-Notices



Laurie M. Hopkins, Moscow City Clerk

Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, June 5, 2021

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

For City Use Only			RECEIVED
	Date Received	APR 14 2021	
Dept	Fee Type	Fees	Paid
CD	Application Fee	$895	City of Moscow
	Receipt Number	LUP2021-0016	

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:
Name: Ryan Itani Telephone: 509-338-5147
Complete Address: 1515 SW Wadleigh Dr, Pullman, WA 99163
E-Mail: ryanitani@hotmail.com Fax: _____

OWNER: (if other than applicant)
Name: Rafik Itani Telephone: 509-338-5525
Complete Address: 1515 SW Wadleigh Dr, Pullman, WA 99163
E-Mail: ritani@pullman.com Fax: _____

ENGINEER/SURVEYOR:
Name: Ryan Itani, PE Telephone: 509-338-5147
Complete Address: 1515 SW Wadleigh Dr, Pullman, WA 99163
E-Mail: ryanitani@hotmail.com Fax: _____

Primary point of contact (select one): Applicant X Owner_____ Engineer/Surveyor_____

PROPERTY:
1. Proposed Subdivision Name: Rolling Hills 9th Addition
2. Address(as) or Parcel Number(s): RPM00000094870
3. Legal Description: *Please attach copy of full description.*
4. Gross area of all land involved: 8.3 acres, and/or _____ sq. ft.
5. Total Net Area of land area exclusive of proposed or existing public street and other public lands: 6.2 acres, and/or _____ square feet.
6. Total number of lots: 29 Average lot size: 9300 sq ft
7. Existing Zoning of subject property: R2

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

Recieved 04-14-2021

PROJECT DESCRIPTION:

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

The proposed subdivision will extending 3rd Street approximately 1000 feet to the east. Ryan Ln will be extended from and will with the proposed extension of 3rd Street. The subdivision will be 100% single family residential.

PRELIMINARY PLAT CHECKLIST:

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

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

SUBMITTAL:

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

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

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

Applicant's Signature — Date 04/14/2021

Property Owner's Signature (if different) — Date 4/14/2021

Recieved 04-14-2021

T 39 N, R 5 W, S 9

PRELIMINARY PLAT OF ROLLING HILLS 9TH ADDITION

LOTS 1 - 4 BLK 1, LOTS 1-6 BLK 2

SW1/4 OF SECTION 9, T39N, R5W, BOISE MERIDIAN,
CITY OF MOSCOW, LATAH COUNTY, IDAHO

NORTH

LAND USE ZONE DESIGNATION

R2

ACREAGE BREAKDOWN

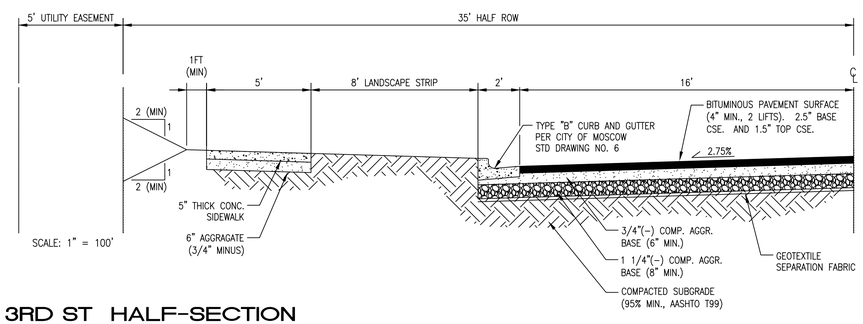
TOTAL AREA: 2.3 AC
TOTAL AREA LESS RIGHT OF WAY: 1.8 AC

CONTACTS

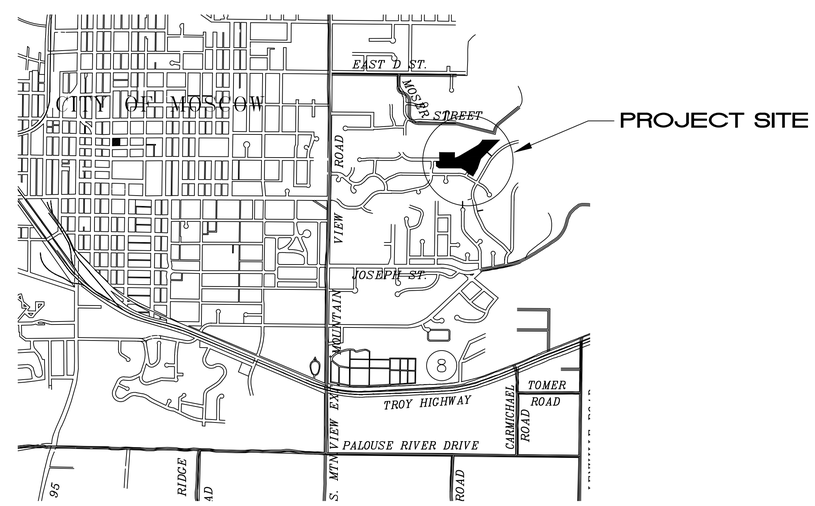
OWNER
ITANI DEVELOPMENT IV, INC.
CONTACT: RAFIK ITANI
1515 SW WADLEIGH DR.
PULLMAN, WA 99163
PH: 509-338-5525

ENGINEER
RYAN ITANI, PE
45 SW RAMSEY CT
PULLMAN, WA 99163
PH: 509-338-5525

SURVEYOR
RIM ROCK CONSULTING, INC.
129 W 3RD ST
SUITE 102
MOSCOW, ID 83843
CONTACT: MICHAEL DAHLIN, PLS
PH: 208-883-5339



3RD ST HALF-SECTION



VICINITY MAP

SCALE: 1" = 1500'

PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR LICENSED
17534
STATE OF IDAHO
MICHAEL E. DAHLIN

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

DATE	STATE	COUNTY	PROJECT	DRAWN BY
MAY 2021	ID	LATAH	ROLLING HILLS No 9	TLW

PRELIMINARY PLAT OF ROLLING HILLS 9th ADDITION

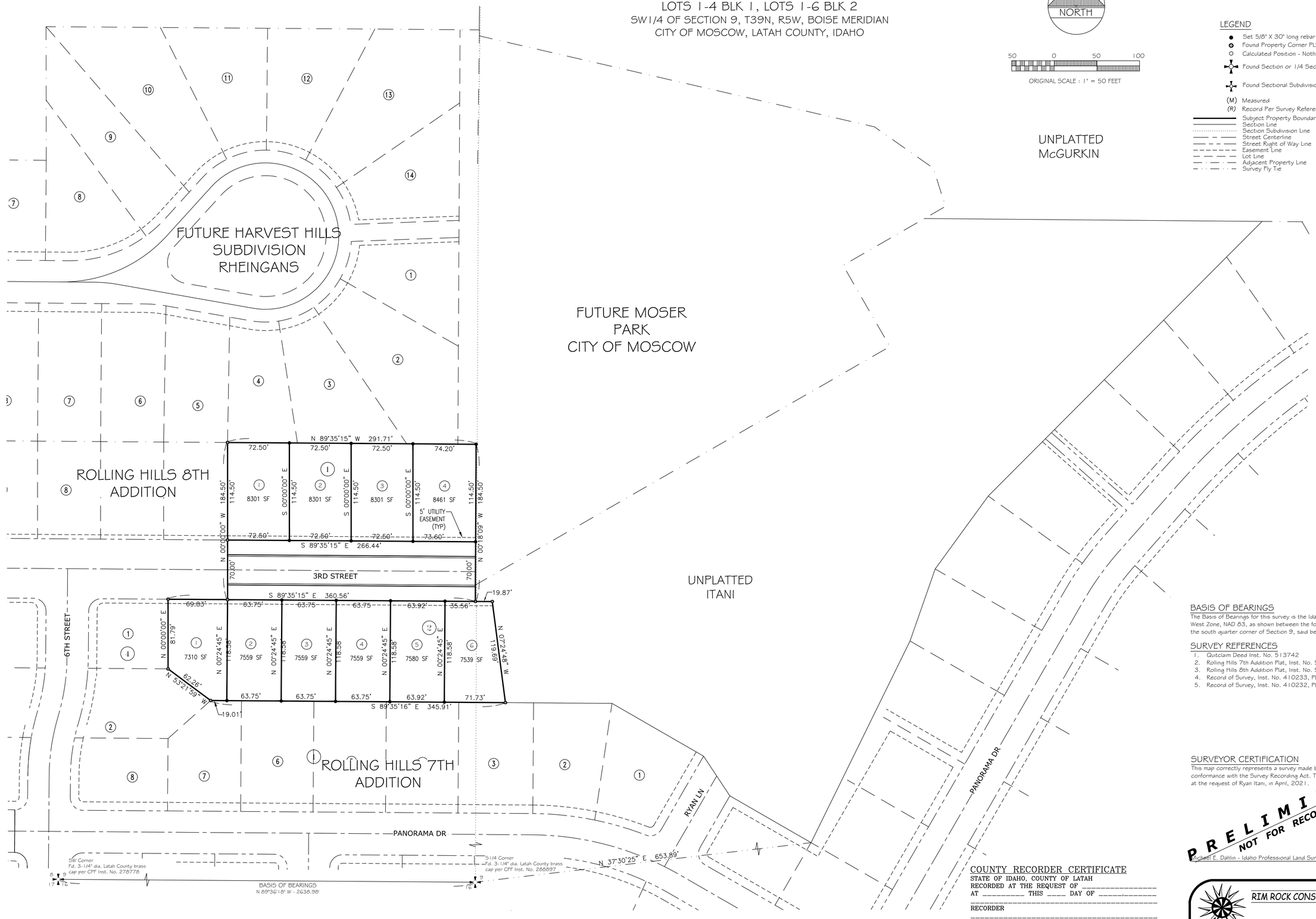
LOTS 1-4 BLK 1, LOTS 1-6 BLK 2
SW1/4 OF SECTION 9, T39N, R5W, BOISE MERIDIAN
CITY OF MOSCOW, LATAH COUNTY, IDAHO

T 39 N, R 5 W, S 9

NORTH

50 0 50 100
ORIGINAL SCALE : 1" = 50 FEET

LEGEND
- Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- Found Property Corner PLS 3003
- Calculated Position - Nothing Found or Set
- Found Section or 1/4 Section Corner
- Found Sectional Subdivision Corner
- (M) Measured
- (R) Record Per Survey References
- Subject Property Boundary Line
- Section Line
- Section Subdivision Line
- Street Centerline
- Street Right of Way Line
- Easement Line
- Lot Line
- Adjacent Property Line
- Survey Fly Tie



BASIS OF BEARINGS

The Basis of Beannga for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found southwest corner and the south quarter corner of Section 9, said beanng being N 89°36'18" W.

SURVEY REFERENCES

1. Quitclaim Deed Inst. No. 513742
2. Rolling Hills 7th Addition Plat, Inst. No. 500355, PLS 3003, Oct 2005
3. Rolling Hills 8th Addition Plat, Inst. No. 546541, PLS 3003, May 2011
4. Record of Survey, Inst. No. 410233, PLS 3003, Jan 1995
5. Record of Survey, Inst. No. 410232, PLS 3003, Jan 1995

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act. This survey map was prepared at the request of Ryan Itani, in April, 2021.

PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR LICENSED 17534 STATE OF IDAHO MICHAEL E. DAHLIN

Michael E. Dahlin - Idaho Professional Land Surveyor

COUNTY RECORDER CERTIFICATE

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

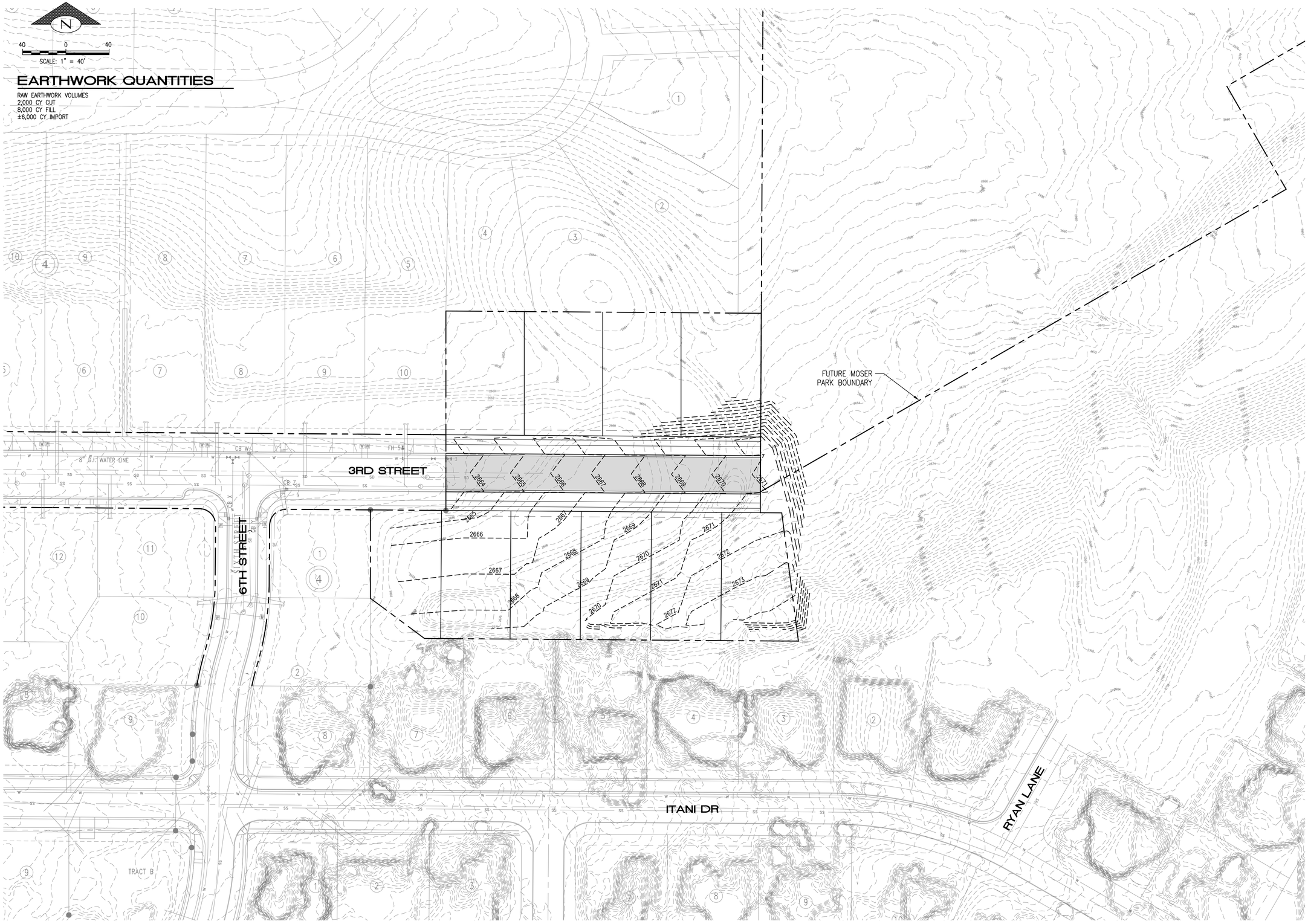
RECORDER

DEPUTY

RIM ROCK CONSULTING, INC.
Land Surveying
Site Planning
Mapping
129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

DATE	STATE	COUNTY	PROJECT	DRAWN BY
MAY 2021	ID	LATAH	ROLLING HILLS No. 9	TLW

File: Q:\ITANI PROJECTS (ACAD)\Rollhill9\PRELIMINARY PLAT\RMROCK - Rolling Hills No 9 PRELIM PLAT reduced.dwg ID: rynn Date: 20-May-21 3:30:45pm



Ryan Itani, PE
1515 SW Wadleigh DR
Pullman, WA 99163
ph 509-338-5147
fax 509 332 2360

REV NO	DATE	DESCRIPTION

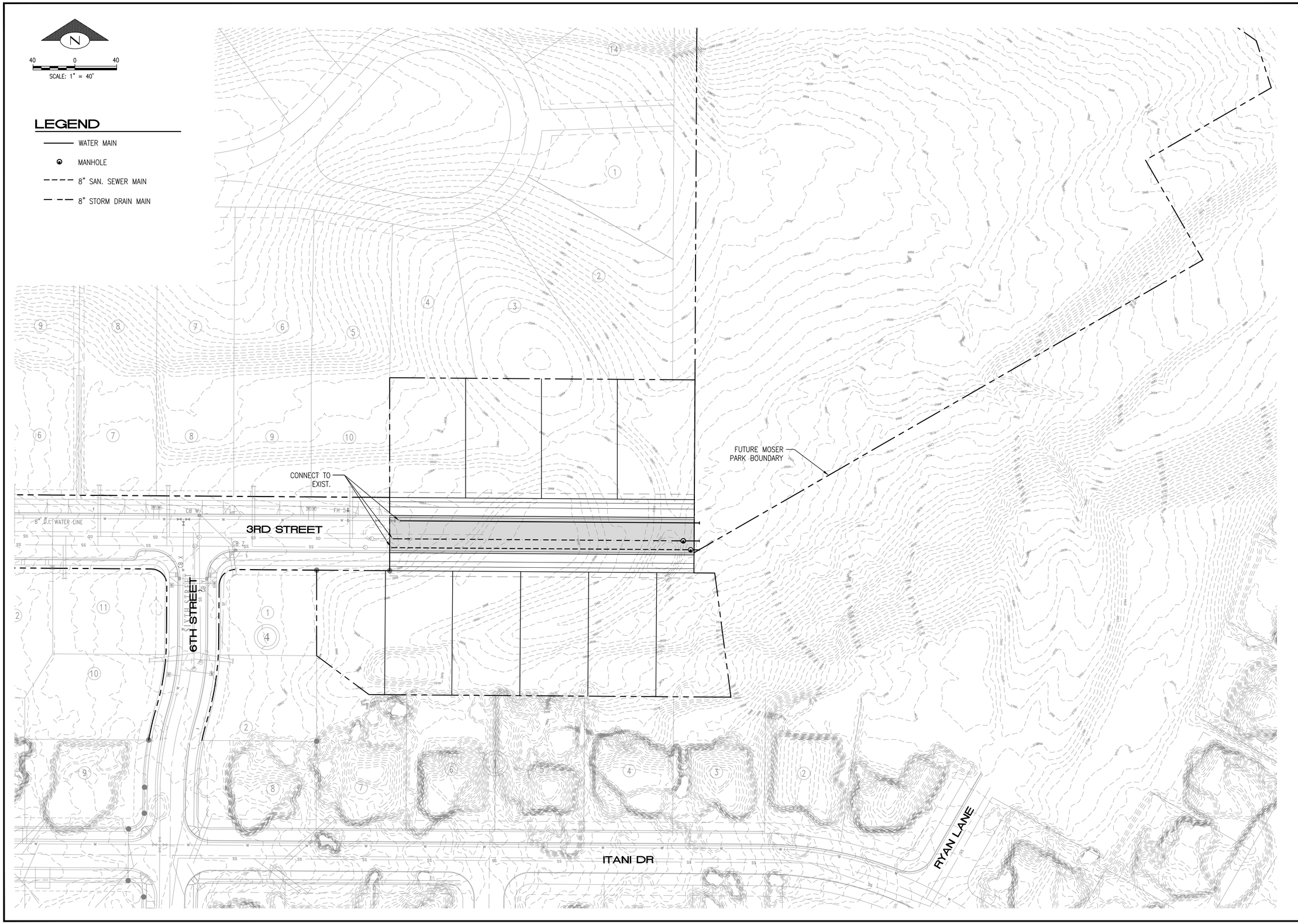
PROJECT
RH 9
SUBMITTAL
PRELIM PLAT

ROLLING HILLS
9TH ADDITION

PRELIMINARY GRADING PLAN

DESIGN: RRI
DRAFT: RRI
CHECK: RRI
DATE: 05/20/2021
SCALE: 1"=40'
sheet:
C1

File: D:\ITANI PROJECTS (ACAD)\rokh09\PRELIMINARY PLAT\RH9-PRELIM GRAD - reduced area.dwg ID: ryani Date: 20-May-21 3:25:40pm



Ryan Itani, PE
1515 SW Wadleigh DR
Pullman, WA 99163
ph 509-338-5147
fax 509 332 2360

REV NO	DATE	DESCRIPTION

PROJECT: RH 9

SUBMITTAL: PRELIM PLAT

ROLLING HILLS 9TH ADDITION

PRELIMINARY UTILITY PLAN

DESIGN: RRI

DRAFT: RRI

CHECK: RRI

DATE: 05/20/2021

SCALE: 1"=40'

sheet: C2

File: D:\TAW PROJECTS (ACAD)\Rolling9\PRELIMINARY PLAT\RH9-PRELIM UTIL - reduced area.dwg ID: ryani Date: 20-May-21 3:25:21pm

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Plat for Rolling Hills 9th Addition

WHEN: March 25, 2021 4:00 pm

WHERE: 1912 Center, Fiske Room, 412 East Third Street, Moscow

What: You are invited to a neighborhood meeting regarding a plat for the Rolling Hills 9th Addition Subdivision. Members of the Itani family will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at ritani@pullman.com as well as phone calls at 509-338-5525 through March 25, 2021. All questions and comments will be recorded and submitted to the City as part of the subdivision submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.

Sincerely,

Rafik Itani
Project Manager/Owner Itani Development IV, Inc.

Recieved 04-14-2021

ROLLILNG HILLS NO. 9 NEIGHBORHOOD MTG: Names and addresses of all attendees

Name	Address	City	State	Zipcode
ALVES-FOSS, JIM	2301 E SIXTH ST	MOSCOW	ID	83843
ANDERSON, ANNE	218 PANORAMA DR	MOSCOW	ID	83843
ANDERSON, KEITH	2312 ITANI DR	MOSCOW	ID	83843
ANDERSON, NOLAN	418 PANORAMA DR	MOSCOW	ID	83843
AUGENSTEIN, ELISE	2229 MOSER ST	MOSCOW	ID	83843
BAPTIST CHURCH	711 FAIRVIEW DR	MOSCOW	ID	83843
BARNOWE-MEYER, KEREY	2806 ITANI DR	MOSCOW	ID	83843
BAUTISTA, MIA	PO BOX 9644	MOSCOW	ID	83843
BENNETT, SHELLEY	2279 MOSER ST	MOSCOW	ID	83843
BERG, JAMIE	2373 MOSER ST	MOSCOW	ID	83843
BIELENBERG, ADINA	321 PANORAMA DR	MOSCOW	ID	83843
BONTE/NICHOLS LIVING TRUST	2248 E SIXTH ST	MOSCOW	ID	83843
BOYDSTON, MONTY	424 RYAN LN	MOSCOW	ID	83843
BRAGG, JANE	2373 E SIXTH ST	MOSCOW	ID	83843
BRUCE, RICHARD	2573 MOSER ST	MOSCOW	ID	83843
CALABRETTA, BEN	506 NADI COURT	MOSCOW	ID	83843
CAMPOS, LINDA	130 PANORAMA DR	MOSCOW	ID	83843
CARNEY, JOHN	2715 ITANI DR	MOSCOW	ID	83843
CARSON, WILLIAM	512 PANORAMA DR	MOSCOW	ID	83843
CARTER, LARRY	2315 ITANI DR	MOSCOW	ID	83843
CHEN, YIMIN	2415 E SIXTH ST	MOSCOW	ID	83843
CHOPIN, MARC	124 PANORAMA DR	MOSCOW	ID	83843
CHRISTENSEN, JACOB	2309 E THIRD ST	MOSCOW	ID	83843
COLDIRON, LUKE	421 PANORAMA DR	MOSCOW	ID	83843
CORDON, DANIEL	611 SHOSHONE ST	MOSCOW	ID	83843
CORLETT, THOMAS	2521 ITANI DR	MOSCOW	ID	83843
CRAPUCHETTES, JONATHAN	406 PANORAMA DR	MOSCOW	ID	83843
DECKER, MATTHEW	2306 E THIRD ST	MOSCOW	ID	83843
DeLANO, RICHARD	2406 E SIXTH ST	MOSCOW	ID	83843
DeRIEMER, KATHRYN	2319 E SIXTH ST	MOSCOW	ID	83843
DeWALL-BUSH, SANDRA	503 PANORAMA DR	MOSCOW	ID	83843
DIRKS, JAY	PO BOX 9362	MOSCOW	ID	83843

Recieved 04-14-2021

DITTON, GREGORY	PO BOX 8933	MOSCOW	ID	83843
DODGE REVOCABLE LIVING TRUST	2406 ITANI DR	MOSCOW	ID	83843
EASTON, THOMAS	2215 ITANI DR	MOSCOW	ID	83843
EDWARDS, LaDENE REVEL	2815 ITANI DR	MOSCOW	ID	83843
EVANGELICAL LUTHERAN	640 N EISENHOWER ST	MOSCOW	ID	83843
FLOWERS, JESSE	2524 ITANI DR	MOSCOW	ID	83843
GORDON, WILLIAM	2812 ITANI DR	MOSCOW	ID	83843
HARRIS, LAWRENCE	2521 MOSER ST	MOSCOW	ID	83843
HEISIG, MATTHEW	2350 E SIXTH ST	MOSCOW	ID	83843
HEMMING, BENJAMIN	2603 ITANI DR	MOSCOW	ID	83843
HERMANN, BERNARD	315 PANORAMA DR	MOSCOW	ID	83843
HICKE, JEFFREY	824 E FIRST ST	MOSCOW	ID	83843
HIGHFILL, MICHAEL	2409 ITANI DR	MOSCOW	ID	83843
HILL, JOHN	2568 MOSER ST	MOSCOW	ID	83843
HUNT, CARL	409 PANORAMA DR	MOSCOW	ID	83843
JENSEN, NICHOLAS	2412 ITANI DR	MOSCOW	ID	83843
JOHNSON, RONALD	2712 ITANI DR	MOSCOW	ID	83843
JONES, ADAM	2316 E SIXTH ST	MOSCOW	ID	83843
K4 LLC	PO BOX 8308	MOSCOW	ID	83843
KARASEV, ALEXANDER	2418 ITANI DR	MOSCOW	ID	83843
KIM, SEAN JIHOON	2303 E THIRD ST	MOSCOW	ID	83843
KIRCHNER, KEVIN	2415 MOSER ST	MOSCOW	ID	83843
KONEN, CADE	2515 ITANI DR	MOSCOW	ID	83843
LEIDENFROST, HUBA	2803 ITANI DR	MOSCOW	ID	83843
LEWIN, PAUL	2357 MOSER ST	MOSCOW	ID	83843
LEWIS, JERALD	2209 ITANI DR	MOSCOW	ID	83843
LIVELSBERGER, PHILLIP	1425 E FIFTH ST	MOSCOW	ID	83843
LOPEZ, J FELIX	2901 MOSER ST	MOSCOW	ID	83843
LU, LIANG	586 HATHAWAY ST	MOSCOW	ID	83843
LUNSFORD, REX	776 FAIRVIEW DR	MOSCOW	ID	83843
MARTIN, BRAD	581 HATHAWAY ST	MOSCOW	ID	83843
McCONNACHIE, NANCY	591 HATHAWAY ST	MOSCOW	ID	83843
McCOY, TIMOTHY	509 PANORAMA DR	MOSCOW	ID	83843
McEVOY, ELIZABETH	2403 ITANI DR	MOSCOW	ID	83843

Recieved 04-14-2021

McGURKIN, PAM	705 E EIGHTH ST	MOSCOW	ID	83843
MITTHOF, AXEL	2282 E SIXTH ST	MOSCOW	ID	83843
MONSON, MARK	2609 ITANI DR	MOSCOW	ID	83843
NEEDHAM, SHANE	2506 ITANI DR	MOSCOW	ID	83843
NEWLEE, JON	2337 E SIXTH ST	MOSCOW	ID	83843
NIMMER, NURI	412 PANORAMA DR	MOSCOW	ID	83843
ODBERG REVOCABLE TRUST	2818 ITANI DR	MOSCOW	ID	83843
OLANIE, AARON	306 PANORAMA DR	MOSCOW	ID	83843
OPLINGER, SCOTT	2402 ITANI DR	MOSCOW	ID	83843
OSTVIG, JAY	614 PANORAMA DR	MOSCOW	ID	83843
PEARSON, BONNIE	203 PANORAMA DR	MOSCOW	ID	83843
PICKARD, MICHAEL	221 PANORAMA DR	MOSCOW	ID	83843
PIEPER, REX	215 PANORAMA DR	MOSCOW	ID	83843
PLANAGAN REVOCABLE TRUST	206 PANORAMA DR	MOSCOW	ID	83843
PRESCOTT, JERILYN	2309 ITANI DR	MOSCOW	ID	83843
REZAMAND, PEDRAM	623 PANORAMA DR	MOSCOW	ID	83843
RHEINGANS, PHILLIP	PO BOX 8986	MOSCOW	ID	83843
RICHARDSON, BRYCE	518 PANORAMA DR	MOSCOW	ID	83843
ROSALES, JUAN BERNARDO	2331 MOSER ST	MOSCOW	ID	83843
RYAN, NOREEN	776 FAIRVIEW DR	MOSCOW	ID	83843
SANFORD, MICHAEL	2709 ITANI DR	MOSCOW	ID	83843
SCHROEDER, BRANT	515 PANORAMA DR	MOSCOW	ID	83843
SCHWARTZ, JUSTIN	2718 ITANI DR	MOSCOW	ID	83843
SCHWARZLAENDER, MARK	118 PANORAMA DR	MOSCOW	ID	83843
SHELDEN, ERIC	2547 MOSER ST	MOSCOW	ID	83843
SHRESTHA, PRANABH	521 PANORAMA DR	MOSCOW	ID	83843
SKIBIEL, AMY	2206 E THIRD ST	MOSCOW	ID	83843
SMITH, ALISTAIR	607 PANORAMA DR	MOSCOW	ID	83843
SPILLMAN, BRIAN	609 BRITTON LN	MOSCOW	ID	83843
STINSON, LORI	2221 ITANI DR	MOSCOW	ID	83843
SULLIVAN, THOMAS	2518 ITANI DR	MOSCOW	ID	83843
VETTRUS LIVING TRUST	209 PANORAMA DR	MOSCOW	ID	83843
WANG, DAQING	602 PANORAMA DR	MOSCOW	ID	83843
WARREN, LINDSAY	2381 E SIXTH ST	MOSCOW	ID	83843

Recieved 04-14-2021

WESSELS, DUANE	2512 ITANI DR	MOSCOW	ID	83843
WHITE, BRADLEY	427 PANORAMA DR	MOSCOW	ID	83843
WILD, MARGARET ANN	415 PANORAMA DR	MOSCOW	ID	83843
WILLIAMS, DAVID	2459 MOSER ST	MOSCOW	ID	83843
WINDLEY, CHARLA	424 PANORAMA DR	MOSCOW	ID	83843
WINDLEY, TRACEY	2809 ITANI DR	MOSCOW	ID	83843
WU, XIAO	2509 ITANI DR	MOSCOW	ID	83843
YAHVAH, MATTHEW	312 PANORAMA DR	MOSCOW	ID	83843

Recieved 04-14-2021

Rolling Hills Subdivision No. 9 – Neighborhood Meeting

a. Time: 4pm
   Date: 03/25/2021
   1912 Center, Fiske Room, 412 East Third St, Moscow
b. List on names was generated by City of Moscow to send the notice to. These names are attached with this letter.
c. Names and addresses of all attendees:
   Ryan Itani – 445 SW Ramsey Ct, Pullman WA, 99163
   Rafik Itani – 1515 SW Wadleigh Dr, Pullman WA, 99163
   Marysue Itani – 1515 SW Wadleigh Dr, Pullman WA, 99163
   Margaret Wild – 415 Panorama Dr, Moscow ID, 83843
   Diane Hermann – 315 Panorama Dr, Moscow ID, 83843
   Martha and Carl Hunt – 409 Panorama Dr, Moscow ID, 83843
   Scott Oplinger – 2402 Itani Dr, Moscow ID, 83843
   Jesse Flowers – 2524 Itani Dr, Moscow ID, 83843
   Anne Anderson – 218 Panorama Dr, Moscow ID, 83843
   Bonee Pearson – 203 Panorama Dr, Moscow ID, 83843
   Rex & Amy Pieper – 215 Panorama, Moscow ID, 83843
   Guy & Pean Planagan – 206 Panorama, Moscow ID, 83843
   Anne Wessels – 2512 Itani Dr, Moscow ID, 83843
   Phillis Vettries – 209 Panorama Dr, Moscow ID, 83843
   Mat Yahvah – 312 Panorama Dr, Moscow ID, 83843

d. Summary of comments, suggestions and discussion;
   The applicant, Rafik Itani, chaired and conducted the meeting regarding a plat for the Rolling Hills 9th Addition Subdivision. Mr. Itani opened the meeting and gave an introduction of the proposed project by giving an overview of the Itani family's history of development in Moscow and a description of the proposed development and the types of houses that will be built. Ryan Itani was introduced as the engineer for the project. After the introduction of the project the meeting was opened for comments from the attendees. The majority of the comments and questions were related to how the existing viewshed behind houses on Panorama will be impacted by the proposed development. Specific questions included:
   - If there will be limitations on the height of trees behind the future houses on Ryan Lane and 3rd Street.
   - Heights of future houses
   - Square footage of future houses
   - Sequence of construction
   - Impacts of development on stormwater runoff

e. Applicant's response to comments included the following:
   - The subdivision will include a restrictive covenant. A restriction on the type of trees that can be planted could be included in the covenants. This measure would help prevent tall view obstructing trees such as poplar trees from being planted.

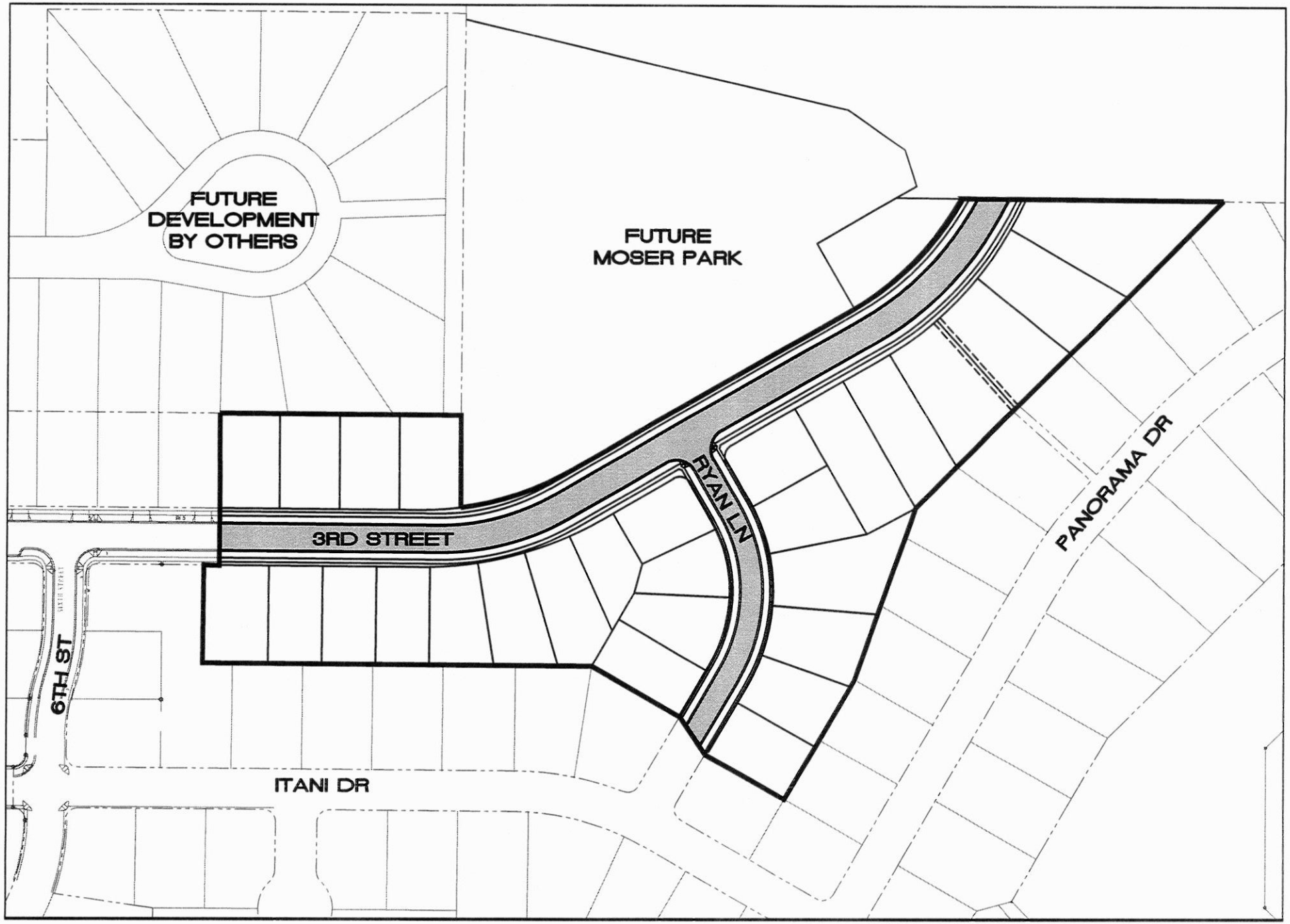
Recieved 04-14-2021

- Heights of houses are restricted per the City code. Most of the houses built by the Itani family have a maximum height as measured from the street level of around 30 feet.
- Square footage of homes built by the Itani family depends greatly on the type of house. In general the smallest houses they build are around 1600 sf and the largest are around 4000 sf.
- The Rolling Hills 9th Addition Subdivision will include two phases. The first phase will extend Third Street up to the future Moser Park boundary. The second phase will include the remaining lots.
- Once the road and infrastructure of the subdivision is built, the Itani family plans to build spec houses.
- The developed subdivision should result in an improvement in the site' drainage. Rainwater will be collected and piped to the stormwater sewer from the footprint of each house as well as from the roads. Therefore, the development will result in less overall surface runoff. Furthermore, the ground will be smoothed out to promote sheet flow instead of concentrated flows in gullies which exist in existing terrain.

f. A master plan map of all the existing and the proposed phase of Rolling Hills Subdiviisons was provided at the meeting as well as a more detailed map of the proposed development. These two maps are included with this letter.

Recieved 04-14-2021

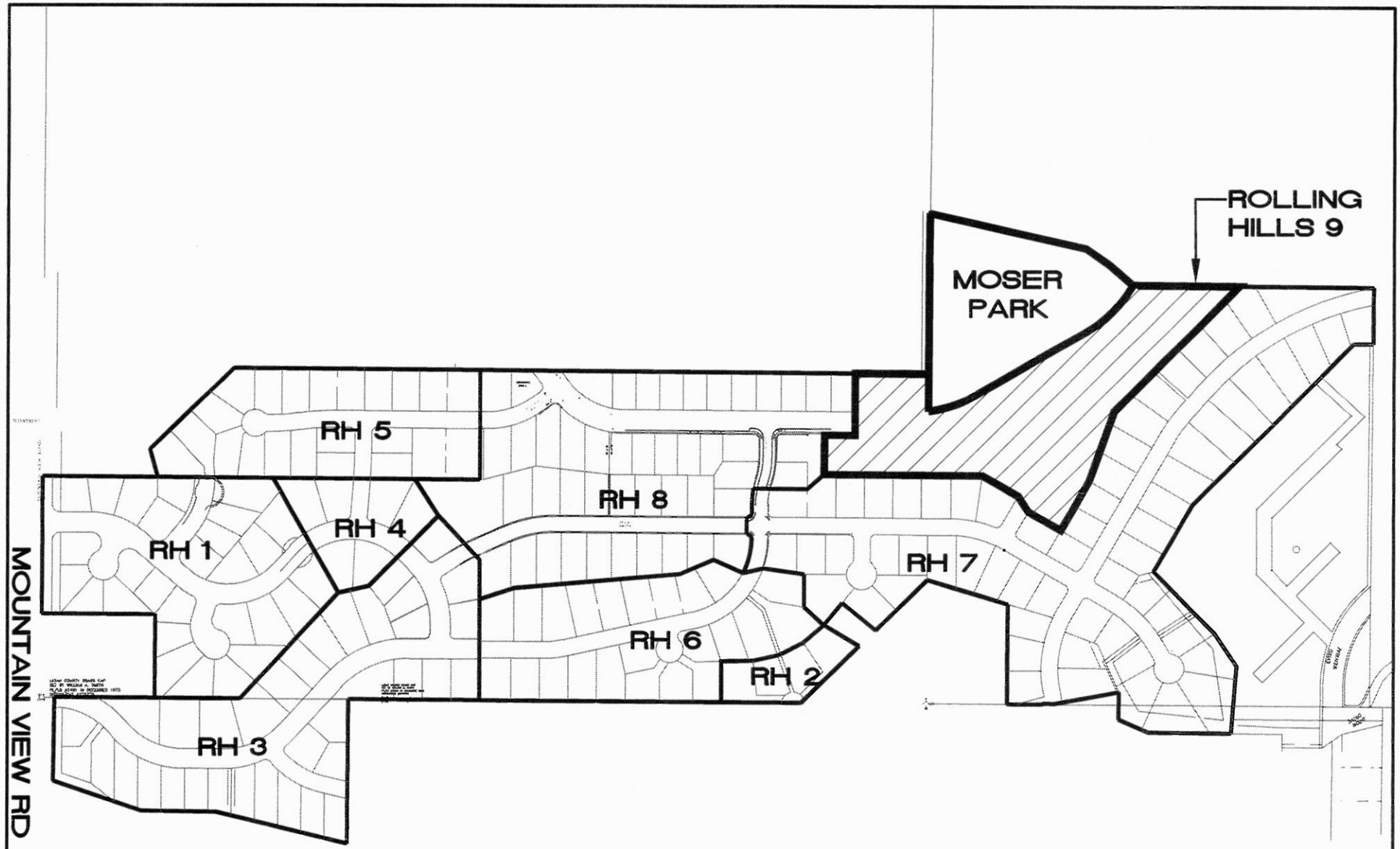
LUP2021-0016



ROLLING HILLS NO. 9 SUBDIVISION

Recieved 04-14-2021

LUP2021-0016



ROLLING HILLS SUBDIVISION – MASTER PLAN

Recieved 04-14-2021

City of Moscow
Engineering Dept.

Memo

To: Michael Ray, Planning Manager

From: Todd Drage, Engineering Technician

cc: Jennifer Fleischman, Administrative Assistant – Capital Projects & Deputy City Clerk. Bob Buvel, Staff Engineer

Date: 2020-05-20

Re: Department Review of the Rolling Hills 9th Addition revised preliminary plat set dated 5/20/2021

Upon reviewing the 5/20/2021 revised Preliminary Plat for the Rolling Hills 9th Addition, the engineering department has the following recommendations:

1) Reviewing the application, the development exceeds the five thousand (5,000) square feet of impervious surface threshold that triggers the requirement for stormwater runoff control analysis and design per City Code Title 5, Chapter 15. The method for control is not specified in the preliminary plat, as a result, we suggest that it be required to be address.

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

Regards,

Todd Drage

Todd Drage

City of Moscow
Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Assistant Parks and Recreation Director

Date: May 17, 2021

Re: Parkland Dedication Requirements for the Proposed Rolling Hills Ninth Addition.

As part of the subdivision process, this proposed subdivision falls under the requirements of the parkland dedication codes of the City. However, the parkland dedication requirements have previously been satisfied.

On November 21, 2014, a letter was provided to the developer from the former Parks and Recreation Director, Dwight Curtis, providing official notification that all the parkland dedication requirements have been met for the entire Rolling Hills / Moser Subdivision project, see Exhibit A. This included Moser Park (working name) property, Itani Park and associated property and parcels.

With this being the case, the parkland dedication requirements have been satisfied for the proposed Rolling Hills Ninth Addition.

Should there be any changes to the developable land or zoning on the final plat, I would need to review those changes for any possible affects to my recommendation.

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

Exhibit A

CITY OF MOSCOW IDAHO

Parks & Recreation

Dwight Curtis, PhD
Parks & Recreation Director

Tom Grundin
Parks and Facilities Manager

Greg Morrison
Recreation Supervisor
Sports

Eric Newell
Recreation Supervisor
Aquatics

1724 East F St
P.O. Box 9203
Moscow ID 83843
Business (208) 883-7084
Fax (208) 883-0544

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019
City Hall (208) 883-7000

Bill Lambert
Mayor

Gary J. Riedner
City Supervisor

PALOUSE
Knowledge Corridor

Itani Development IV, Inc.
ATTN: Dr. Raffik Itani
SW 1515 Wadleigh Drive
Pullman, WA 99163

COPY

November 21, 2014

Dear Dr. Itani:

This letter serves as official notification that all the parkland dedication requirements have been met for the entire Rolling Hills/Moser Subdivision project. This includes the Moser Park (working name) property, Itani Park (working name) and associated property, and parcels along Mountain View Road.

If you have any questions, please feel free to contact me at 208-883-7087 or by email at dcurtis@ci.moscow.id.us. Thank you.

Sincerely,

Dwight Curtis, PhD, CPRP
Parks and Recreation Director

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWO POINT THREE (2.3) ACRE AREA OF LAND GENERALLY LOCATED EAST OF THE INTERSECTION OF THIRD STREET AND SIXTH STREET, KNOWN AS ROLLING HILLS 9TH ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 14, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 26, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a two point three (2.3) acre area of land generally located east of the intersection of Third Street and Sixth Street.
3. The subject property is currently undeveloped and is directly to the east of Rolling Hills 8th Addition. To the north of the subject property is undeveloped land that was recently approved as Harvest Hills 2nd Addition. Rolling Hills 7th Addition is located to the south, Moser Park is located to the northeast, and un-platted lands owned by the applicant are located to the east. All of the surrounding property that is currently developed is single family residential structures.
4. The subject property contains areas of moderate sloping topography as the land slopes to the north. There are no drainage ways or natural features that have been identified upon the subject property.
5. The subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,

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

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

6. All surrounding land is currently designated as Auto-Urban Residential, with the exception of the parks in the area which are designated as Parks and Open Space.

7. The subject property is currently designated as the Moderate Density Residential (R-2) Zoning District. All surrounding properties are also located within the R-2 Zone.

8. The R-2 zoning district is a moderate density residential zone appropriate where the following circumstances are present:

    1. Single family dwellings predominate.
    2. The terrain is not harshly irregular and smaller lot sizes can be accommodated without extensive earthwork.
    3. Utilities and other public facilities are adequate for the densities allowed.
    4. Existing lot development patterns and policies embodied in the Plan will also guide application of this zoning district.

9. Uses permitted within the R-2 Zone include single-family residential dwellings, market and community gardens, group child care facilities, and public parks and recreational facilities.

10. The applicant is proposing to subdivide the 2.3-acre area of land to create 10 lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition. The proposed subdivision includes the extension of Third Street to Moser Park. All of the lots within the proposed subdivision meet the minimum lot size and lot width for the R-2 zone.

11. Water services are proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 8th Addition. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

12. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 0.93 million gallons of water per year (10 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 0.93 M gallons/year).

13. Sanitary sewer is proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 8th Addition. Engineering has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

14. The storm sewer for the subdivision is proposed to be extended in a similar fashion to the sanitary sewer system by following the Third Street alignment. The proposed subdivision exceeds the five thousand (5,000) square feet of impervious surface threshold that triggers the requirement for stormwater runoff control analysis and design per City Code Title 5, Chapter 15. The method for control is not specified in the preliminary plat and, therefore, is a recommended condition of approval.

15. The subject property is located adjacent to Third Street to the west which is designated as a collector street. The section of Third Street adjacent to the subject property is developed as a 34-

foot-wide roadway with two travel lanes, bike lanes on both sides of the street, and curbing and gutters on both sides of the street. Third Street through the subject property will also be constructed to the collector standard.

16. The parkland dedication requirements for the proposed subdivision were previously met with Moser Park to the northeast, so no further dedication is required.

17. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on March 25, 2021 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Moderate Density Residential (R-2) Zoning District, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.

2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The extension of Third Street is consistent with the general alignment within the Thoroughfare Plan. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential.

3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Third Street which is designated as a collector street. Water and sewer services are proposed to be extended along the Third Street alignment to connect with existing mains at the current eastern terminus of Third Street in Rolling Hills 8th Addition. The Engineering Department has determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.

4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the two point three (2.3) acre area of land generally located east of the intersection of Third Street and Sixth Street with two conditions:

1. The applicant shall provide stormwater control analysis and design in accordance with the City's Stormwater Runoff Control Standards
2. The applicant shall extend Third Street 19.87 feet to the east to align with the eastern property boundary of Lot 6, Block 2 of the proposed subdivision.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 9th day of June, 2021.

Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION

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

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday May 26, 2021	**7:00 PM**	**Council Chambers 206 E Third Street**

The meeting was called to order at 7:00 PM

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

REGULAR AGENDA

1. Approval of May 12, 2021 Minutes (ACTION ITEM)
Seever moved for approval of the minutes as corrected, seconded by Reese. Vote by Acclamation; Ayes: Parish, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Beebe (1). Motion carried.

2. Public Comment
Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three minutes.
None.

3. Public Hearing: Proposal for a Preliminary Subdivision Plat for property generally located east of the intersection of Third Street and Sixth Street within the City of Moscow: Permit Application LUP2021-0016 (ACTION ITEM)
Proposed Preliminary Plat of a 2.3-acre area of land to create ten (10) single-family lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition.
Ray presented the application as described above, explaining that the original application was for a larger 8.3-acre area, but because the City and the developer had not yet come to an agreement regarding some items, the plat is proceeding on just the 2.3-acre portion of the property. Staff recommended the approval of the application with two conditions regarding storm water runoff and the extension of Third Street to the eastern property boundary. The parkland dedication had already been met with the dedication of Moser Park to the northeast.

Public Hearing opened at 7:10 PM

Rafik Itani (applicant) Moscow, talked about the master plan for approximately 100 acres of land, and how they had been following that plan over the last couple decades. The Neighborhood Meeting was well received and neighbors didn't have many concerns. Their company does not usually sell individual lots, but instead builds the houses on the lots and sells the finished product.

John Wright, Moscow, spoke in support of the proposed development and to the long-term master plan. There was discussion regarding a retaining wall between the new properties, which are at a higher grade, and the older properties, which are below the new proposed development.

Rafik Itani (applicant), Moscow, addressed the retaining wall question and said that grading will occur during the first part of the project to eliminate the need of a retaining wall. However, it would be evaluated as the development is constructed.

Public Hearing closed at 7:17 PM

Hamilton moved to recommend approval of the Preliminary Plat with two conditions as recommended by Staff, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

Seever moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Reese. Vote by Acclamation; Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposal for a Preliminary Subdivision Plat for property located at 2075 Sunnyside Ave and 706 W Palouse River Drive within the City of Moscow: Permit Application LUP2021-0019 (ACTION ITEM)

Proposed Preliminary Plat of a 5.88-acre area of land to create eighteen (18) lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI.

Ray presented the application as described above, recommending approval with three conditions regarding the flag lot, frontage improvements, and pedestrian pathway. There would still be a pathway to Gritman Wellness Center via sidewalks along Sunnyside and/or West Palouse River Drive. There was discussion regarding the current zoning configuration on the subject property and the original plan for a retirement community.

Public Hearing opened at 7:38 PM

Scott Becker (applicant), Moscow, spoke about the zoning situation of the proposed development. Changing the zoning designation in the future would not have an effect on the application as proposed. He also talked about the size of the lots and trying to blend with the whole neighborhood.

Matthew Bernards, Moscow, spoke in favor of the development and asked about the rezoning plan for the parcels that was addressed in the neighborhood meeting.

Scott Becker (applicant), Moscow, addressed the comment regarding the rezoning plan at the neighborhood meeting.

Public Hearing closed at 7:46 PM

Hamilton moved to recommend approval of the Preliminary Plat with the three conditions as recommended by Staff, seconded by Reese. Vote by Acclamation; Ayes: Beebe, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Parish (1). Motion carried.

Hamilton moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Seever. Vote by Acclamation; Ayes: Beebe, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Parish (1). Motion carried.

5. Approval of Reasoned Statement of Relevant Criteria and Standards (ACTION ITEM)

Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, and a Preliminary Subdivision Plat for a 235-Acre Property Proposed to be annexed into the City of Moscow and generally located south of the West Palouse River Drive Ball Fields property and west of the Schweitzer Engineering Laboratories property within the City of Moscow: Permit Applications LUP2021-0011 and LUP2021-0012

1. *Comprehensive Plan Land Use Designation amendment from a combination of Auto-Urban Residential and Rural and Agricultural to the High-Density Residential and Auto-Urban Residential designations.*
2. *Rezoning of the subject property from the Agriculture Forestry (AF) Zone to a combination of the Residential Office (RO) Zone and the Medium Density Residential (R-3) Zone.*
3. *Proposed Preliminary Plat of a 27-acre area to create 105 lots ranging from 2,328 to 63,105 square feet in size, referred to as Edington Subdivision.*

Nelsen moved to approve the Reasoned Statements of Relevant Criteria and Standards as corrected, for all three applications, seconded by Seever. Vote by Acclamation; Ayes: Parish, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Beebe (1). Motion carried.

REPORTS

1. Transportation Commission Meeting

Transportation Commission met on May 13th and discussed the proposed Anderson and Rolling Hills subdivisions. The next regular meeting is scheduled for June 10th.

ANNOUNCEMENTS

Continuing education magazine provided by the Latah County Board of Realtors.

UPCOMING EVENTS/MEETINGS

1. Next Planning & Zoning Commission regular meeting is scheduled for June 9, 2021.

The meeting adjourned at 7:53 PM

Robb Parish, Chair

CITY COUNCIL STAFF REPORT

DATE: Monday, June 21, 2021

AGENDA ITEM TITLE

Public Hearing: Anderson Addition Phase VI Preliminary Plat (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF	REVIEWED BY
Michael Ray, Assistant CD Director/Planning Manager	Planning and Zoning Commission
ADDITIONAL PRESENTER(S)	**OTHER RESOURCES**

DESCRIPTION

The applicant, Jim Swift, is proposing to subdivide a 5.88-acre area of land generally located at 2075 Sunnyside Ave and 706 W Palouse River Drive into 18 lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI. The Planning and Zoning Commission conducted a public hearing for this matter on May 26, 2021 and recommended approval of the proposed preliminary plat with three conditions.

STAFF RECOMMENDATION

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

PROPOSED ACTIONS

PROPOSED ACTIONS:

1. After conducting the public hearing and upon consideration of testimony received, approve the preliminary plat with conditions; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other such action deemed appropriate.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

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

CITY OF MOSCOW
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Hearing Date: June 21, 2021

GENERAL INFORMATION

Hearing Body: City Council

Subject: Proposal for a Preliminary Subdivision Plat for property located at 2075 Sunnyside Ave and 706 W Palouse River Drive within the City of Moscow. Permit Application LUP2021-0019

Attachments:

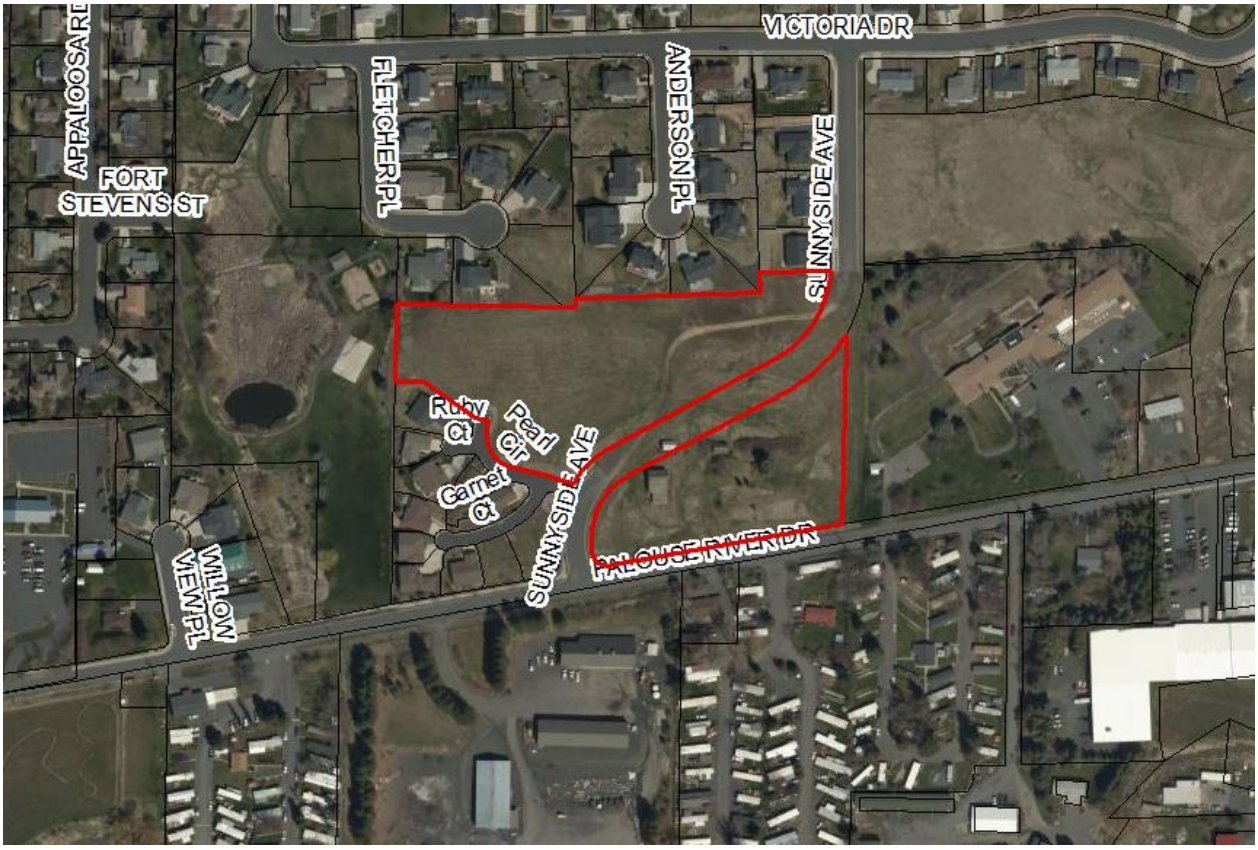
1. Notice of Public Hearing
2. Application for Preliminary Plat
3. Proposed Preliminary Plat
4. Neighborhood Meeting Materials
5. Memo from David Schott, Parks and Recreation Director, dated May 17, 2021
6. Memo from Todd Drage, Engineering Technician, dated May 14, 2021

Prepared By: Mike Ray, AICP – Planning Manager

STAFF REVIEW

Proposal: The applicant, Jim Swift, is proposing to subdivide a 5.88-acre area of land generally located at 2075 Sunnyside Ave and 706 W Palouse River Drive into 18 lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI.

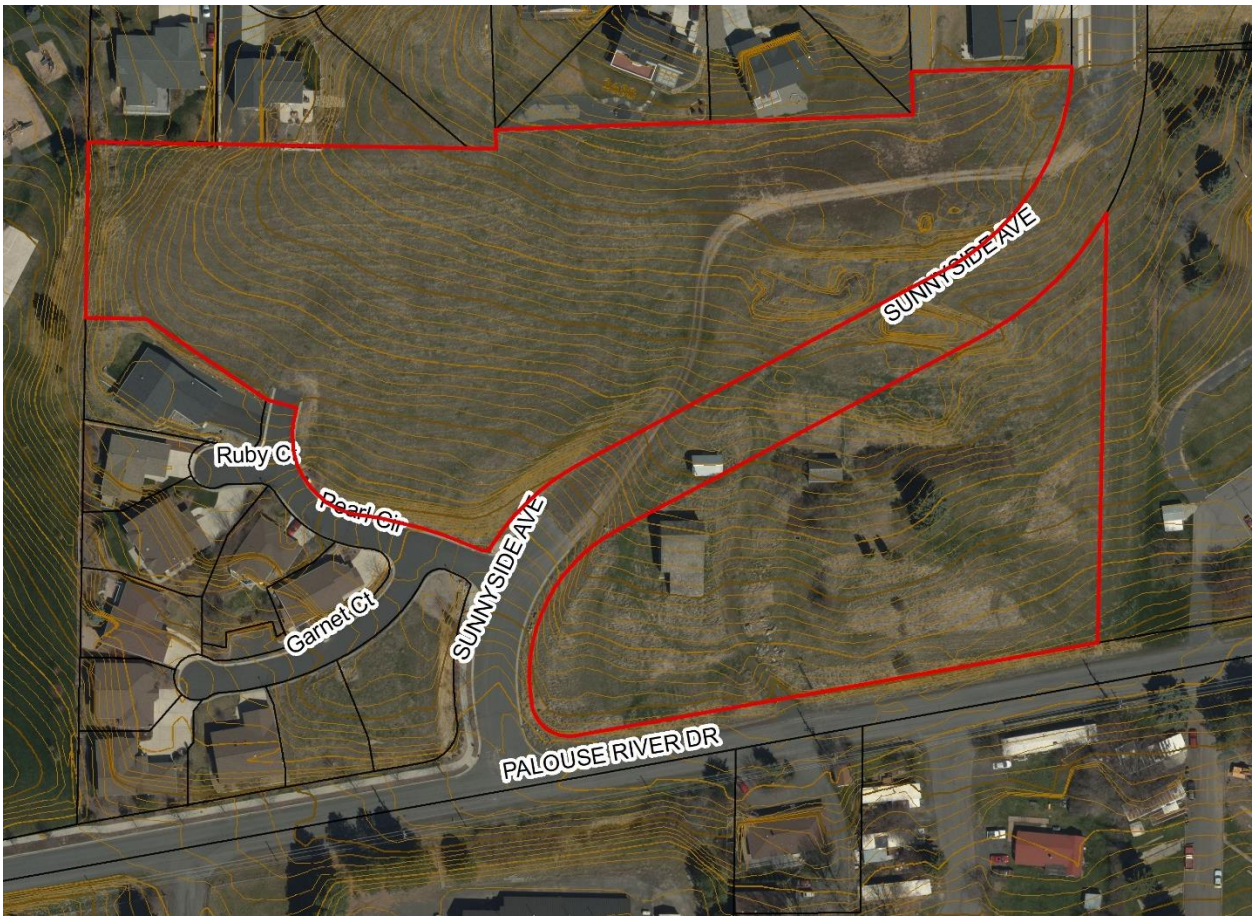
Site and Area Land Use: The subject property is currently undeveloped and was previously platted as Lot 25, Block 4 and Lot 1, Block 5 of Anderson 1st Addition. To the west of the subject property is Anderson/Frontier Park, to the southwest is the Prospect Place Addition, to the east is Gritman's Martin Wellness Center, and to the north is single family residential development also within the Anderson 1st Subdivision. Properties to the south of Palouse River Drive include two manufactured home parks and ITD's service facility.



Vicinity Map

Aerial Map

The subject property contains areas of moderate sloping topography at an average slope of 10% as the land continues to gain elevation to the north. There are no drainage ways or natural features that have been identified upon the subject property.



Topography Map

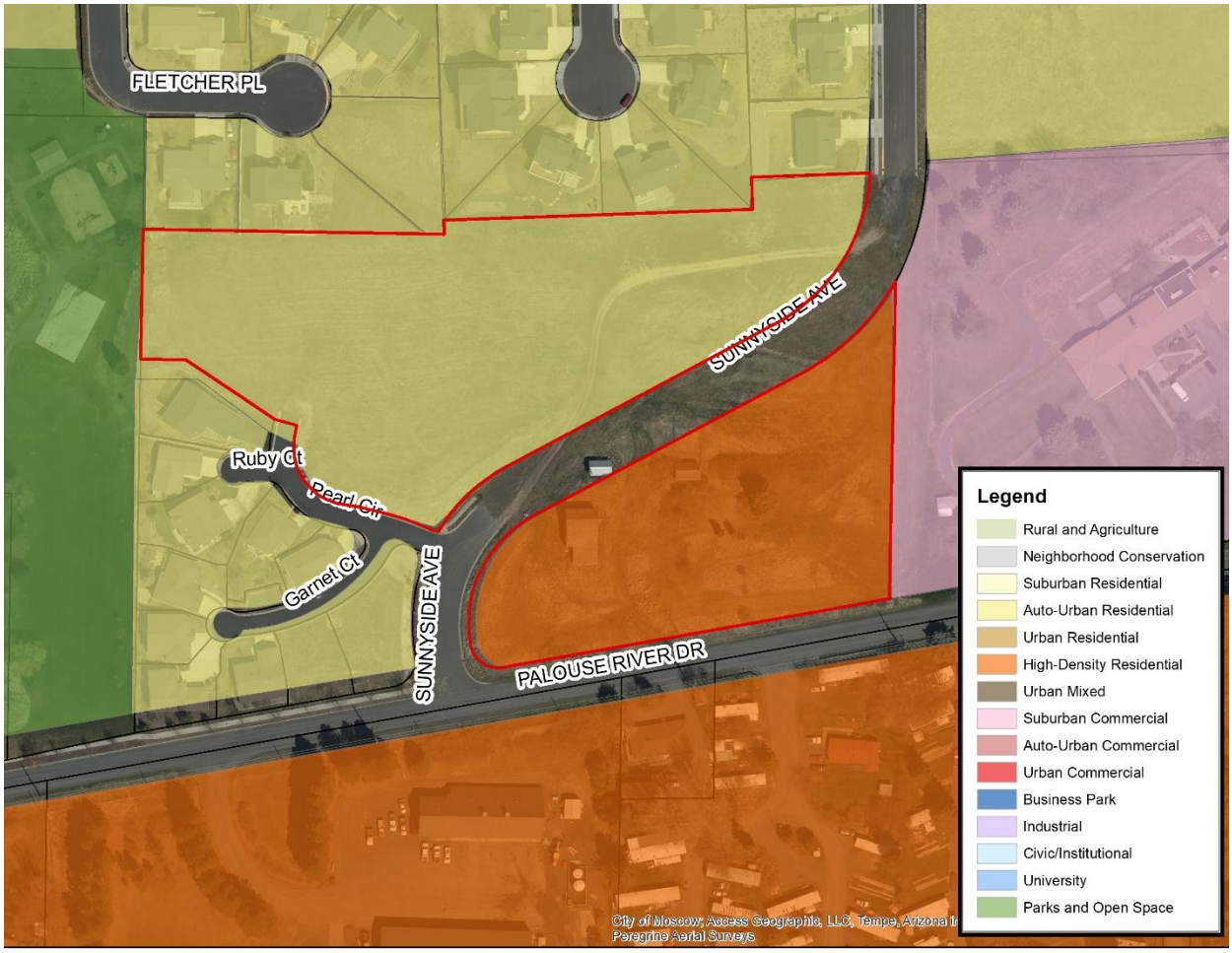
Comprehensive Plan Land Use Designation:
The northern portion of the subject property is currently designated by the 2019 Comprehensive Plan as Auto-Urban Residential (AU-R). According to the Comprehensive Plan, AU-R designated areas,

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

The southern portion of the subject property is currently designated as High-Density Residential. According to the Comprehensive Plan, High-Density Residential designated areas,

"allow the highest density residential development at common densities between 15 and 26 units per acre. Areas appropriate for this designation include those located adjacent to areas of higher activity where there is a range of uses. High-Density Residential areas should be located adjacent or in close proximity to designated arterial or collector streets. New areas of high-density residential development should be located near mixed-use activity areas and corridors that accommodate multi-modal transportation. Lands designated as Urban Residential are generally appropriately zoned Medium Density Residential (R3), Multiple Family Residential (R-4), or Residential Office (RO)."

The subdivisions to the north are currently designated as Auto-Urban Residential. Martin Wellness Center to the east is currently designated as Suburban Commercial and properties to the south of Palouse River Drive are designated as High-Density Residential. Anderson/Frontier Park to the west is currently designated as Parks and Open Space.



Current Comprehensive Plan Land Use Designations

Zoning: The subject property is currently designated as a combination of Medium Density Residential (R-3) and Multiple Family Residential (R-4). The north portion of the property is encompassed by the R-3 Zone and the southern portion contains the R-4 Zone, as shown on the zoning map below. The properties to the south and east subject property are currently zoned R-4

and the properties to the west and north are zoned R-1. Properties to the south of Palouse River Drive are currently designated as Motor Business (MB).

According to the zoning code, the R-3 Zone,

> *"provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan. Uses permitted within the R-3 Zone include single family, two family, twinhome, and townhouse dwellings."*

The minimum lot size for parcels within the R-3 Zone is 6,000 sf for single family dwellings, 7,000 sf for two family dwellings, 3,250 sf for twinhome dwellings, and 2,000 sf for townhouse dwellings. Townhouse lots within the R-3 Zone are allowed to be a minimum of 2,000 sf, but the total density of a townhouse development must not exceed 14.5 dwelling units per acre.

The minimum lot width for parcels within the R-3 Zone is 60 feet for single and two family dwellings, 30 feet for twinhome dwellings, and 20 feet for townhouse dwellings.

The R-4 Zone,

> *"provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."*

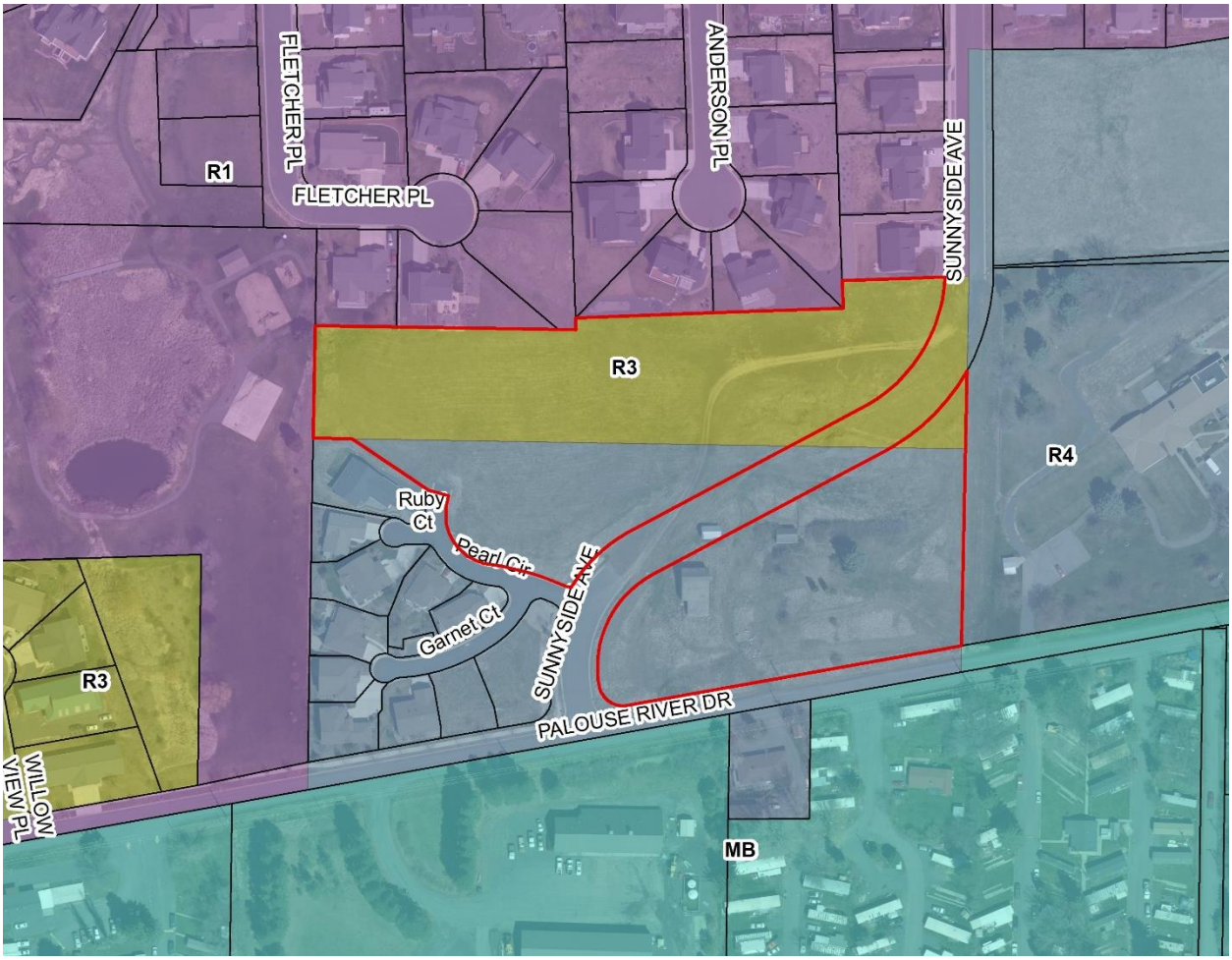
The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling, whichever is greater. Twinhome dwellings are required to have a minimum lot size of 2,250 sf and townhouse dwellings are required to be at least 1,800 sf in size.

The minimum lot width for parcels within the R-4 Zone is 50 feet for single family, two family, and multi-family dwellings. Twinhome dwellings are required to be at least 25 feet and townhouse dwellings are required to be 18 feet in width.

1993 Rezone Conditions: In 1993, the subject property was rezoned to the current configuration of the R-3 and R-4 Zones which still exists today. The Council imposed three conditions of approval on the rezone, which are as follows:

1. The density shall be limited to a minimum lot area of 2,000 sf per dwelling unit;
2. The buildings shall be limited to one-story in height exclusive of basements; and
3. There shall be dedicated a pedestrian pathway, minimum of ten feet in width extending from Latah Care Center to the Anderson/Frontier Park.

The proposed preliminary plat will be subject to the conditions above and any future buildings will be required to comply with the single-story height restriction.



Current Zoning

Preliminary Plat:

The applicant is proposing to subdivide the 5.88-acre area of land into 18 lots ranging from 9,644 sf to 23,672 sf in size. The plat includes a stormwater detention pond on the northeast corner of Palouse River Drive and Sunnyside Avenue. Sunnyside Avenue was previously platted as part of the Anderson 1st Subdivision, and will be constructed as part of the proposed subdivision. A cul-de-sac street named Cloudy Court will be extended to the northwest from Sunnyside Avenue to provide access to the northwest portion of the property. The applicant has included a 10-foot-wide public pedestrian easement with a 5-foot-wide pathway which connects Cloudy Court with Anderson/Frontier Park. Per the conditions of approval of the 1993 rezone on this property, the pathway will need to be increased to 10 feet in width.

All of the lots within the proposed subdivision meet the minimum lot size and lot width of their respective zones. The proposed flag lot meets the minimum required width of 20 feet and maximum length of 150 feet for the flagpole portion of the lot.

Water: Water services are proposed to be extended along the Sunnyside Avenue alignment to connect existing mains at the southern and northern terminuses of Sunnyside Avenue. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 1.69 million gallons of water per year (18 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.12 M gallons/year).

Sanitary Sewer: Sanitary sewer is proposed to be extended through the subdivision along the Sunnyside Avenue alignment. A sanitary main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in Sunnyside Avenue near its intersection with Pearl Circle. Once the required improvements are constructed by the developer, Engineering has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

Storm Sewer: The storm sewer for the subdivision is proposed to be extended in a similar fashion to the sanitary sewer system by following the Sunnyside Avenue alignment. A storm sewer main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in Sunnyside Avenue near its intersection with Pearl Circle. A stormwater detention pond is proposed to be constructed on Tract A at the northeast corner of Palouse River Drive and Sunnyside Avenue

Access, Streets, Traffic: The subject property is located adjacent to Sunnyside Avenue which was platted as part of the Anderson 1st Subdivision and is currently designated as a local neighborhood street. A prior development agreement that was recorded as part of the Anderson 1st Subdivision requires that Sunnyside Avenue be constructed prior to any building permits being issued upon the subject property. Sunnyside Avenue will be constructed to match the standard that was approved at the time the Anderson 1st Subdivision was approved. That neighborhood street standard that was previously approved included curb, gutter, tree lawn, and sidewalk on the north side of the street and curb and gutter on the south side of the street.

The subject property is also located adjacent to Palouse River Drive which is designated as a minor arterial. The section of Palouse River Drive adjacent to the subject property currently does not have curb, gutters, or sidewalks on either side of the street. As part of the subdivision code the applicant is responsible for street frontage improvements for portions of the property adjacent to public streets. Therefore, Staff is recommending that frontage improvements be made to the north side of Palouse River Drive as part of the proposed subdivision.

Input From Other Agencies:

<u>Parks and Recreation Department</u>
The Parks and Recreation Department has provided parkland dedication requirements within an attached memo from David Schott, Parks and Recreation Director, dated May 17, 2021. The parkland dedication requirements of the proposed subdivision were previously met as part of the Anderson and Frontier Subdivisions, so no further dedication is required.

<u>Engineering Division (Public Works Department)</u>
The Public Works Department has provided comments within an attached memo from Todd Drage, Engineering Technician, dated May 14, 2021.

RELEVANT CRITERIA & STANDARDS:

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

RECOMMENDATIONS:

1. Staff recommends that the Council conduct the public hearing and upon consideration of testimony received, approve the preliminary plat with the following conditions:
    a. Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive;
    b. Street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; and
    c. The pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width.
2. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria.

NOTICE OF PUBLIC HEARING

Proposal for a Preliminary Subdivision Plat for property located at 2075 Sunnyside Ave and 706 W Palouse River Drive within the City of Moscow. Permit Application LUP2021-0019

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

1. Proposed Preliminary Plat of a 5.88-acre area of land to create eighteen (18) lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed Preliminary Plat on May 26, 2021 and recommended approval with three conditions.

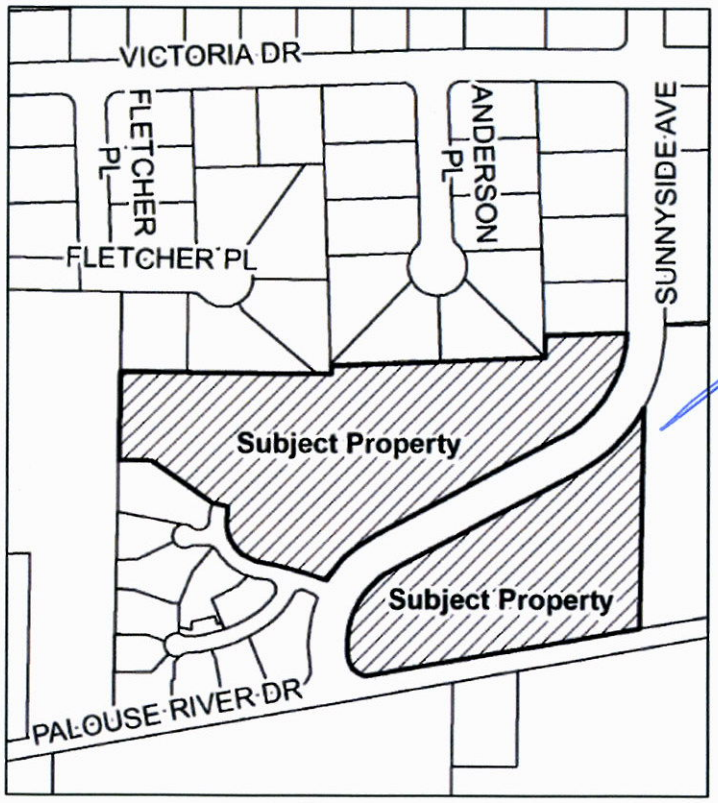
MEETING DATE: Monday, June 21, 2021

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

MEETING TIME: 7:00 p.m.

Note: Meeting start time is not necessarily indicative of the hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Planning & Design Department located in the Paul Mann Building, 221 East Second Street, Moscow, Idaho. Call 883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: https://www.ci.moscow.id.us/593/Public-Hearing-Notices



Laurie M. Hopkins, Moscow City Clerk

Jennifer Fleischman, Deputy City Clerk

Publish: Saturday, June 5, 2021

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

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

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:
Name: Jim Swift Telephone: 208-301-0447
Complete Address: 1290 Indian HIlls Dr Moscow ID 83843
E-Mail: _____ Fax: _____

OWNER: (if other than applicant)
Name: _____ Telephone: _____
Complete Address: _____
E-Mail: _____ Fax: _____

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

Primary point of contact (select one): Applicant_____ Owner_____ Engineer/Surveyor_____

PROPERTY:
1. Proposed Subdivision Name: Anderson Addition Phase VI
2. Address(as) or Parcel Number(s): Palouse River Dr & Sunnyside Ave
3. Legal Description: *Please attach copy of full description.*
4. Gross area of all land involved: 5.88 acres, and/or _____ sq. ft.
5. Total Net Area of land area exclusive of proposed or existing public street and other public lands:
   4.8 acres, and/or _____ square feet.
6. Total number of lots: 18 Average lot size: 12346
7. Existing Zoning of subject property: R3 & R4

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

Recieved 04-23-2021

PROJECT DESCRIPTION:
Please describe the concept of the proposed subdivision and approximate percentage (%) of each proposed new land use, i.e. 75% single family residential; 20% multi-family; 5% commercial. Also include any proposed park land and the acreage:
100% Single Family Residential

PRELIMINARY PLAT CHECKLIST:

_____ 1. Subdivision name
_____ 2. Location: Section, Township, Range
_____ 3. Subdivider's name & address
_____ 4. Engineer/surveyor name & address
_____ 5. Date of subdivision
_____ 6. Reference to adjoining subdivisions with names
_____ 7. North arrow
_____ 8. Scale, not less than 1 in. = 60 ft.
_____ 9. Existing and proposed right-of-way or public tracts with widths and names
_____10. Lot and block layout with numbering and dimensions
_____11. Existing zoning designation, or proposed if a rezone is requested
_____12. All existing and proposed easements of record stating width and purpose
_____13. Location of any existing open spaces or permanent structures
_____14. General layout of sewer and water utilities
_____15. Proposed phasing, if any
_____16. Acreage breakdown with gross and net (less right-of-way)
_____17. Plan/profile of proposed street grades
_____18. Existing Topography*
_____18. Proposed finished grading plan*
N/A 19. Location of any delineated wetlands and/or water bodies and, if applicable, the floodway and 100-year floodplain (BFE data must be included if the plat is ≥5 acres or ≥50 lots)
_____20. Vicinity sketch
*5′ max. contour interval, except for slopes >50% may have 10′ interval) Areas with existing slopes ≥ 20% shall be shaded or clearly indicated on the plans.

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

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

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

Applicant's Signature _____ Date 4/14/21

Property Owner's Signature (if different) _____ Date _____

Recieved 04-23-2021

4/23/2021

Legal Description by Hodge & Associates
For Block 4, Replat of Lot 25, Block 4 and Block 5 of Anderson 1st Addition to City of Moscow

A legal description for a parcel of land, located in the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the northwest corner of said Block 4, Lot 25 of Anderson 1st Addition to the City of Moscow;
Thence along the northerly line of said Lot 25, the following five courses:
Thence N88°57'02"E, 321.54 feet;
Thence N04°03'52"W, 14.91 feet;
Thence N85°56'08"E, 330.02 feet;
Thence N04°03'52"W, 34.00 feet;
Thence N85°56'08"E, 126.74 feet, to a point on the westerly right-of-way line of Sunnyside Avenue;
Thence along said right-of-way line the following three courses;
Thence 199.84 feet along a curve to the right said curve having a Delta = 59°27'43", Radius = 192.56 feet, Chord = 190.99 feet, and a Chord Bearing = S30°17'09"W;
Thence S60°01'01"W, 323.29 feet;
Thence 102.32 feet along a curve to the left said curve having a Delta = 30°51'19", Radius = 190.00 feet, Chord = 101.09 feet, and a Chord Bearing = S44°35'21"W, to the northeast corner of Prospect Place Addition to the City of Moscow, Inst. # 398533;
Thence leaving said right-of-way line, along the northerly line of said Prospect Place Addition the following eight courses;
Thence 10.22 feet along a curve to the right said curve having a Delta = 23°25'00", Radius = 25.01 feet, Chord = 10.15 feet, and a Chord Bearing = N78°45'58"W;
Thence 94.01 feet along a curve to the left said curve having a Delta = 17°56'33", Radius = 300.21 feet, Chord = 93.63 feet, and a Chord Bearing = N76°01'51"W;
Thence 100.37 feet along a curve to the right said curve having a Delta = 92°29'59", Radius = 62.17 feet, Chord = 89.82 feet, and a Chord Bearing = N38°45'00"W;
Thence 13.19 feet along a curve to the right said curve having a Delta = 05°56'04", Radius = 127.31 feet, Chord = 13.18 feet, and a Chord Bearing = N10°28'02"E;
Thence N76°33'56"W, 25.00 feet;
Thence N58°04'13"W, 113.90 feet;
Thence S88°58'11"W, 48.21 feet to the northwest corner of said Prospect Place Addition to the City of Moscow, and the west line of said Block 4, Lot 25 of Anderson 1st Addition to the City of Moscow;
Thence N01°01'49"W, 138.68 feet to the northwest corner of said Block 4, Lot 25, and the **Point of Beginning**.

Parcel contains 3.69 acres more or less.

F:\4393 Anderson Addition Phase VI\4393-Word\4393 Plat Boundary Legal.doc\Legal Description

DRAFT

Recieved 04-23-2021

4/23/2021

Legal Description by Hodge & Associates
For Block 5, Replat of Lot 25, Block 4 and Block 5 of Anderson 1st Addition to City of Moscow

A legal description for a parcel of land, located in the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southeast corner of said Block 5, Anderson 1st Addition to the City of Moscow;
Thence S77°53'59"W, 418.57 feet along the south line of said Block 5 to a point on the easterly right-of-way line of Sunnyside Avenue;
Thence along said right-of-way line the following four courses;

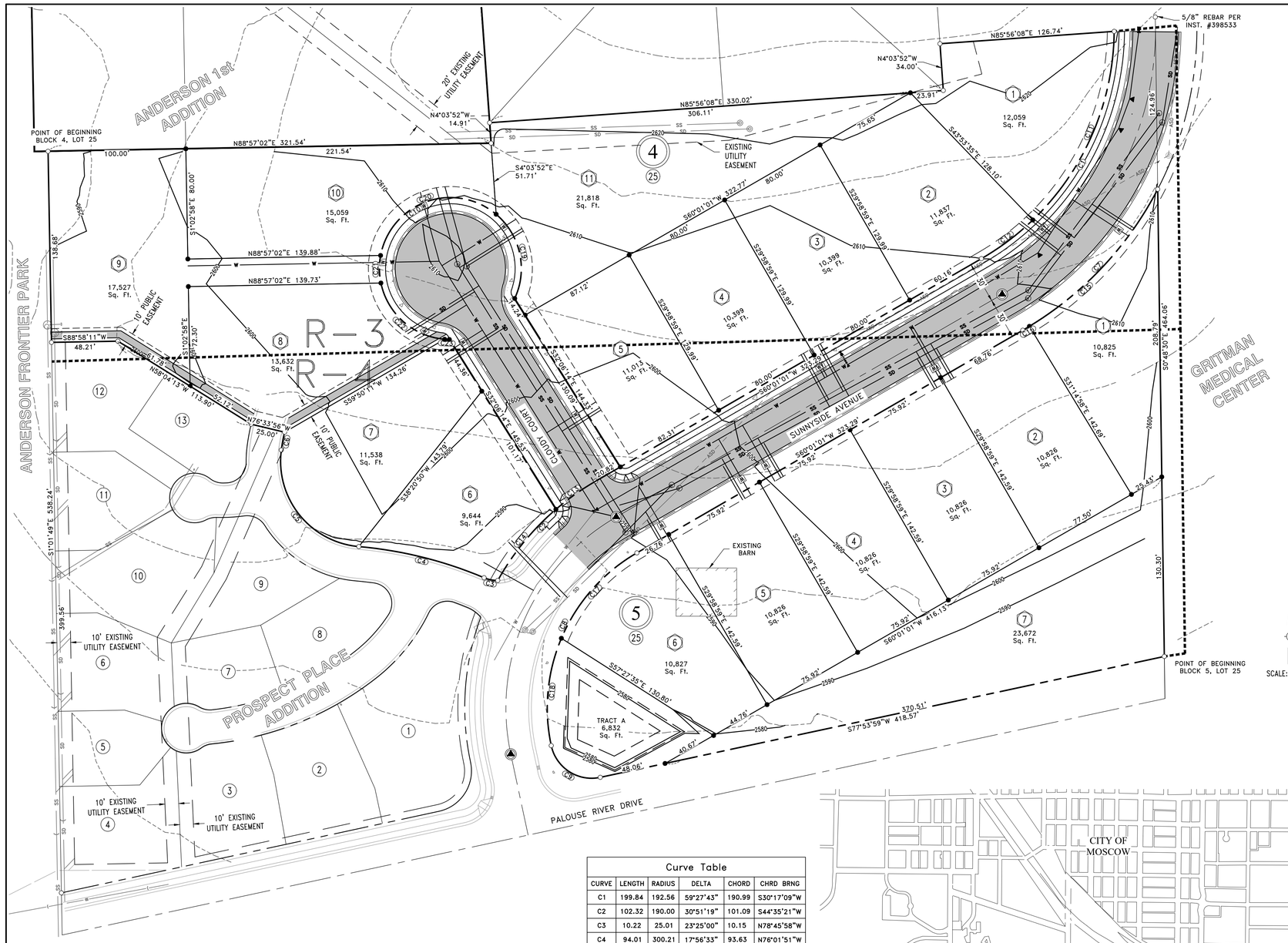
Thence 47.12 feet along a curve to the right said curve having a Delta = 90°00'00", Radius = 30.00 feet, Chord = 42.42 feet, and Chord Bearing = N57°05'27"W;
Thence 163.64 feet along a curve to the right said curve having a Delta = 72°07'02", Radius = 130.01 feet, Chord = 153.05 feet, and Chord Bearing = N23°57'53"E;
Thence N60°01'01"E, 323.29 feet;
Thence 143.56 feet along a curve to the left said curve having a Delta = 32°35'02", Radius = 252.43 feet, Chord = 141.63 feet, and Chord Bearing = N43°44'01"E, to the northeast corner of Block 5 of Anderson 1st Addition to the City of Moscow;

Thence S00°48'30"E, 339.09 feet to the southeast corner of said Block 5, and the **Point of Beginning**.

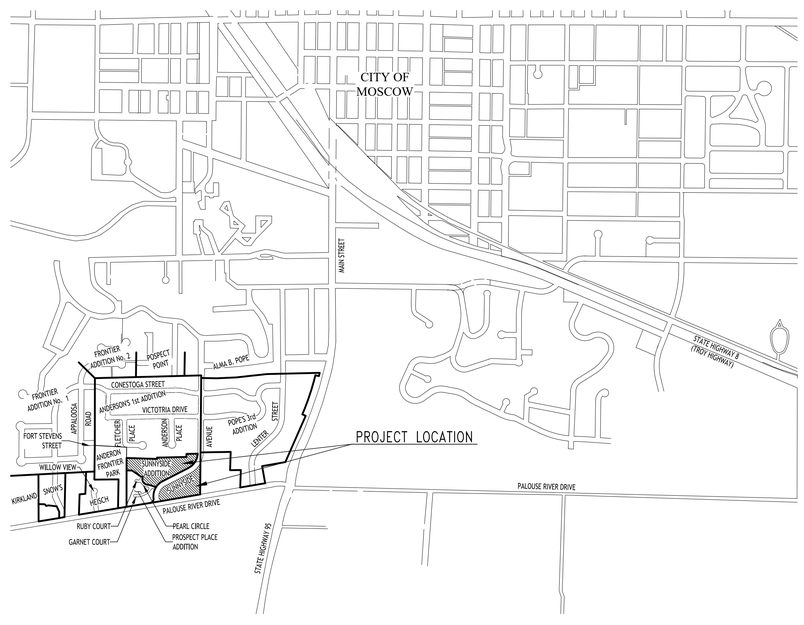
Parcel contains 2.19 acres more or less.

DRAFT

Recieved 04-23-2021



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHRD BRNG
C1	199.84	192.56	59°27'43"	190.99	S30°17'09"W
C2	102.32	190.00	30°51'19"	101.09	S44°35'21"W
C3	10.22	25.01	23°25'00"	10.15	N78°45'58"W
C4	94.01	300.21	17°56'33"	93.63	N76°01'51"W
C5	100.37	62.17	92°29'59"	89.82	N38°45'00"W
C6	13.19	127.31	5°56'04"	13.18	N10°28'02"E
C7	143.56	252.43	32°35'02"	141.63	N43°44'01"E
C8	163.64	130.01	72°07'02"	153.05	N23°57'53"E
C9	47.12	30.00	90°00'00"	42.42	N57°05'27"W
C10	264.38	51.50	294°07'52"	56.00	S57°53'43"W
C11	153.09	192.56	45°33'07"	149.09	S23°19'54"W
C12	46.75	192.56	13°54'33"	46.63	S53°03'37"W
C13	35.30	190.00	10°38'39"	35.25	S54°40'14"W
C14	67.02	190.00	20°12'38"	66.67	S39°16'46"W
C15	137.97	252.43	31°19'01"	136.26	N43°05'59"E
C16	5.58	252.43	1°16'02"	5.58	N59°24'07"E
C17	84.22	130.01	37°07'03"	82.76	N41°27'52"E
C18	79.42	130.01	34°59'59"	78.19	N5°24'21"E
C19	67.23	51.50	74°47'57"	62.56	N12°26'22"W
C20	107.49	51.50	119°35'17"	89.01	S70°22'09"W
C21	20.13	51.50	22°23'37"	20.00	S0°37'19"E
C22	66.09	51.50	73°31'59"	61.65	S48°35'07"E
C23	3.43	51.50	3°49'07"	3.43	S87°15'34"E



Legal Description - Block 4, Lot 25

A legal description for a parcel of land, located in the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the northwest corner of said Block 4, Lot 25 of Anderson 1st Addition to the City of Moscow;
Thence along the northerly line of said Lot 25, the following five courses:
- Thence N88°57'02"E, 321.54 feet,
- Thence N04°03'52"W, 14.91 feet;
- Thence N85°56'08"E, 330.02 feet;
- Thence N04°03'52"W, 34.00 feet;

Thence N85°56'08"E, 126.74 feet, to a point on the westerly right-of-way line of Sunnyside Avenue;
Thence along said right-of-way line the following three courses;
- Thence 199.84 feet along a curve to the right said curve having a Delta = 59°27'43", Radius = 192.56 feet, Chord = 190.99 feet, and a Chord Bearing = S30°17'09"W;
- Thence S60°01'01"W, 323.29 feet;
- Thence 102.32 feet along a curve to the left said curve having a Delta = 30°51'19", Radius = 190.00 feet, Chord = 101.09 feet, and a Chord Bearing = S44°35'21"W, to the northeast corner of Prospect Place Addition to the City of Moscow, Inst. #398533;

Thence leaving said right-of-way line along the northerly line of said Prospect Place Addition the following eight courses;
- Thence 10.22 feet along a curve to the right said curve having a Delta = 23°25'00", Radius = 25.01 feet, Chord = 10.15 feet, and a Chord Bearing = N78°45'58"W;
- Thence 94.01 feet along a curve to the left said curve having a Delta = 17°56'33", Radius = 300.21 feet, Chord = 93.63 feet, and a Chord Bearing = N76°01'51"W;
- Thence 100.37 feet along a curve to the right said curve having a Delta = 92°29'59", Radius = 62.17 feet, Chord = 89.82 feet, and a Chord Bearing = N38°45'00"W;
- Thence 13.19 feet along a curve to the right said curve having a Delta = 05°56'04", Radius = 127.31 feet, Chord = 13.18 feet, and a Chord Bearing = N10°28'02"E;
- Thence N76°33'56"W, 25.00 feet,
- Thence N58°04'13"W, 113.90 feet,
- Thence S88°58'11"W, 48.21 feet to the northwest corner of said Prospect Place Addition to the City of Moscow, and the west line of said Block 4, Lot 25 of Anderson 1st Addition to the City of Moscow;

Thence N01°01'49"W, 138.68 feet to the northwest corner of said Block 4, Lot 25, and the **Point of Beginning**.

Parcel contains 3.69 acres more or less.

Legal Description - Block 5, Lot 25

A legal description for a parcel of land, located in the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southeast corner of said Block 5, Anderson 1st Addition to the City of Moscow;
Thence S77°53'59"W, 418.57 feet along the south line of Block 5 to a point easterly right-of-way of Sunnyside Avenue;
Thence along said right-of-way line the following four courses;
- Thence 47.12 feet along a curve to the right said curve having a Delta = 90°00'00", Radius = 30.00 feet, Chord = 42.42 feet, and Chord Bearing = N57°05'27"W;
- Thence 163.64 feet along a curve to the right said curve having a Delta= 72°07'02", Radius = 130.01 feet, Chord = 153.05 feet, and Chord Bearing = N23°57'53"E;
- Thence N60°01'01"E, 323.29 feet;
- Thence 143.56 feet along a curve to the left said curve having a Delta = 32°35'02", Radius = 252.43 feet, Chord = 141.63 feet, and Chord Bearing = N43°44'01"E, to the northeast corner of Block 5 of Anderson 1st Addition to the City of Moscow;

Thence S00°48'30"E, 339.09 feet to the southeast corner of said Block 5, and the **Point of Beginning**.

Parcel contains 2.19 acres more or less.

Notes

1. Plat area is currently Zoned R-3 and R-4. Surrounding area in Anderson 1st Addition is Zoned R-3, area in Prospect Place Addition Zoned R-4.
2. Total Plat Area: 5.88 acres±
   Tract A Area: 0.16 acres±
   Net Lot Area: 5.72 acres±

Basis of Bearing

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southeast corner of Section 18 and the found northwest corner of the Southeast Quarter of Section 18, said bearing being N88°57'02"E.

LEGEND

- FOUND BOUNDARY MONUMENT
- SET BOUNDARY MONUMENT
- EXISTING BLOCK NUMBER
- EXISTING LOT NUMBER
- PROPOSED LOT NUMBER
- PROPOSED MANHOLE
- EXISTING MANHOLE
- EXISTING CATCH BASIN
- WATER METER
- FRANCHISE UTILITY PEDESTAL
- PLAT BOUNDARY
- ZONING LINE
- CENTERLINE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- RIGHT-OF-WAY
- PROPOSED EASEMENT
- EXISTING PUBLIC EASEMENT TO CITY OF MOSCOW
- W — PROPOSED WATER LINE
- SD — PROPOSED STORM DRAIN LINE
- SS — PROPOSED SANITARY SEWER LINE
- PROPOSED DETENTION
- W — EXISTING WATER LINE
- SD — EXISTING STORM DRAIN LINE
- ASD — EXISTING STORM DRAIN LINE TO BE ABANDONED
- SS — EXISTING SANITARY SEWER LINE
- PROPOSED 5' CONTOUR INTERVAL
- EXISTING 5' CONTOUR INTERVAL
- ASPHALT PAVING
- CONCRETE PAVING

Hedge & Associates, Inc.
Engineers • Planners • Landscape Architects
P.O. Box 8728
405 S. Washington Street
Moscow Idaho 83843
(208) 882-3520

PRELIMINARY NOT FOR CONSTRUCTION

REPLAT OF LOT 25 BLOCK 4 & LOT 25 BLOCK 5 OF ANDERSON 1st ADDITION
TO THE CITY OF MOSCOW, LATAH COUNTY, IDAHO - PRELIMINARY PLAT

Jim Swift, 1290 Indian Hills Dr. Moscow, ID 83843

April 2021

Drafted by:	DK
Checked by:	MED
File Name:	4393 Prelim Plat.dwg
Tab:	24X36
Layer Style:	TOPO
Plot Style	Primary.ctb
Project:	4393-12-20
Date:	4/23/21

Recieved 04-23-2021

C:\Users\Dakota Wilson\Desktop\4393 Prelim Plat.dwg 4/23/2021 12:23 PM

Neighborhood Meeting

TO: Neighbors and Interested Community Members

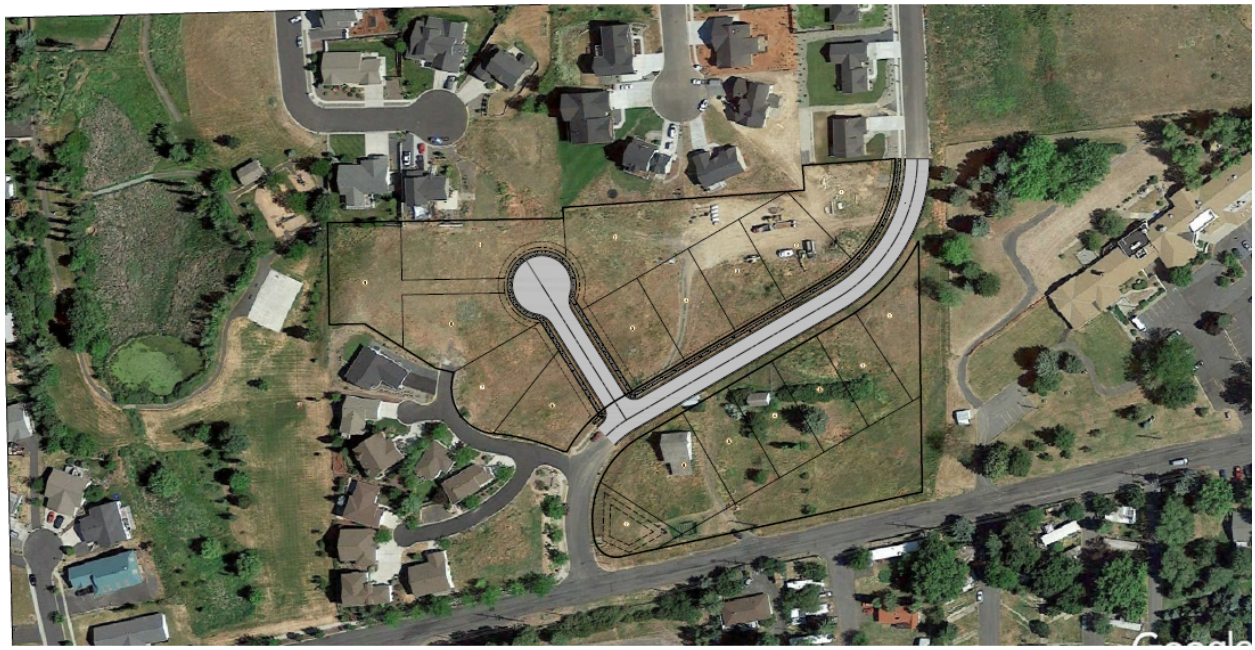
RE: Anderson 6th Addition

WHEN: Thursday, March 25, 2021 @ 5:00 pm

WHERE: Latah County Fairgrounds, Main Building, 1021 Harold St, Moscow

WHAT: You are invited to a neighborhood meeting regarding a residential Development for the Anderson 6nd addition located at Palouse River Dr. and Sunnyside Ave. Project team members will be available for discussion with individual attendees after the presentation to answer questions and record comments. See Attached Map for proposed layout.

Due to concerns over the COVID-19 virus, I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through March 25, 2021. All questions and comments will be recorded and submitted to the City as part of the subdivision and rezone request submittal. You will also have an opportunity to comment on the project at a future public hearing for the project.



Sincerely,

Scott Becker
Project Manager
Hodge and Associates, Inc.

Recieved 04-23-2021

LUP2021-0019

Meeting Attendance Sheet

Project Name:	Anderson's Sixth Addition
Project Number:	4393
Meeting Type:	Neighborhood Meeting
Meeting Location:	Latah County Fairgrounds
Meeting Time:	March 25, 2021, 5:00 PM

Name	Contact Information
Dean Owen	1946 Anderson Pl, Moscow ID 83843 deanowen@pullman.com
Janice Corey	1875 Anderson Pl. Moscow, ID 83843 janicecorey@hotmail.com
Connie Steiger	1875 Anderson Pl cjsteiger@hotmail.com
Valerie Russo	1907 Anderson PL. Moscow ID 83843
Carolyn Lazzarini	1907 Anderson PL Moscow, ID 83843
[illegible]	5300 Hamilton Rd Moscow ID 83843
Marilyn Crawford	873 Victoria DR.
Al & Cr Bart	806 Victoria Dr.
JEFF & LISA EGAN	1978 ANDERSON PL
Jim Swift	763 Ind Hill.
Matthew Bernards	1939 Anderson Pl.

Recieved 04-23-2021

LUP2021-0019

ANDERSON'S VI ADDTION SUBDIVISION AND POSSIBLE REZONE

PRESENTATION

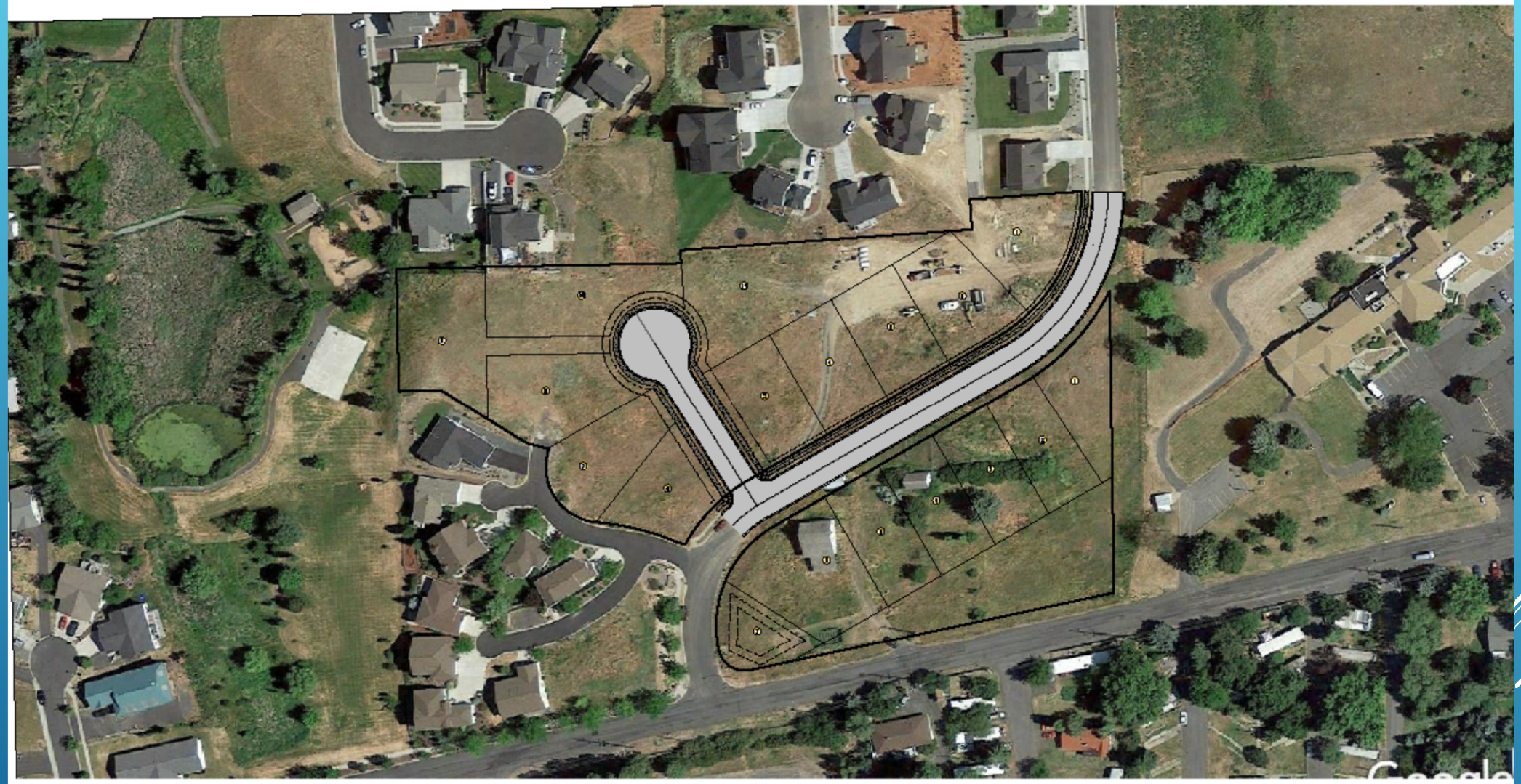
MARCH 25, 2021

5:00 PM

LATAH COUNTY FAIRGROUNDS

Recieved 04-23-2021

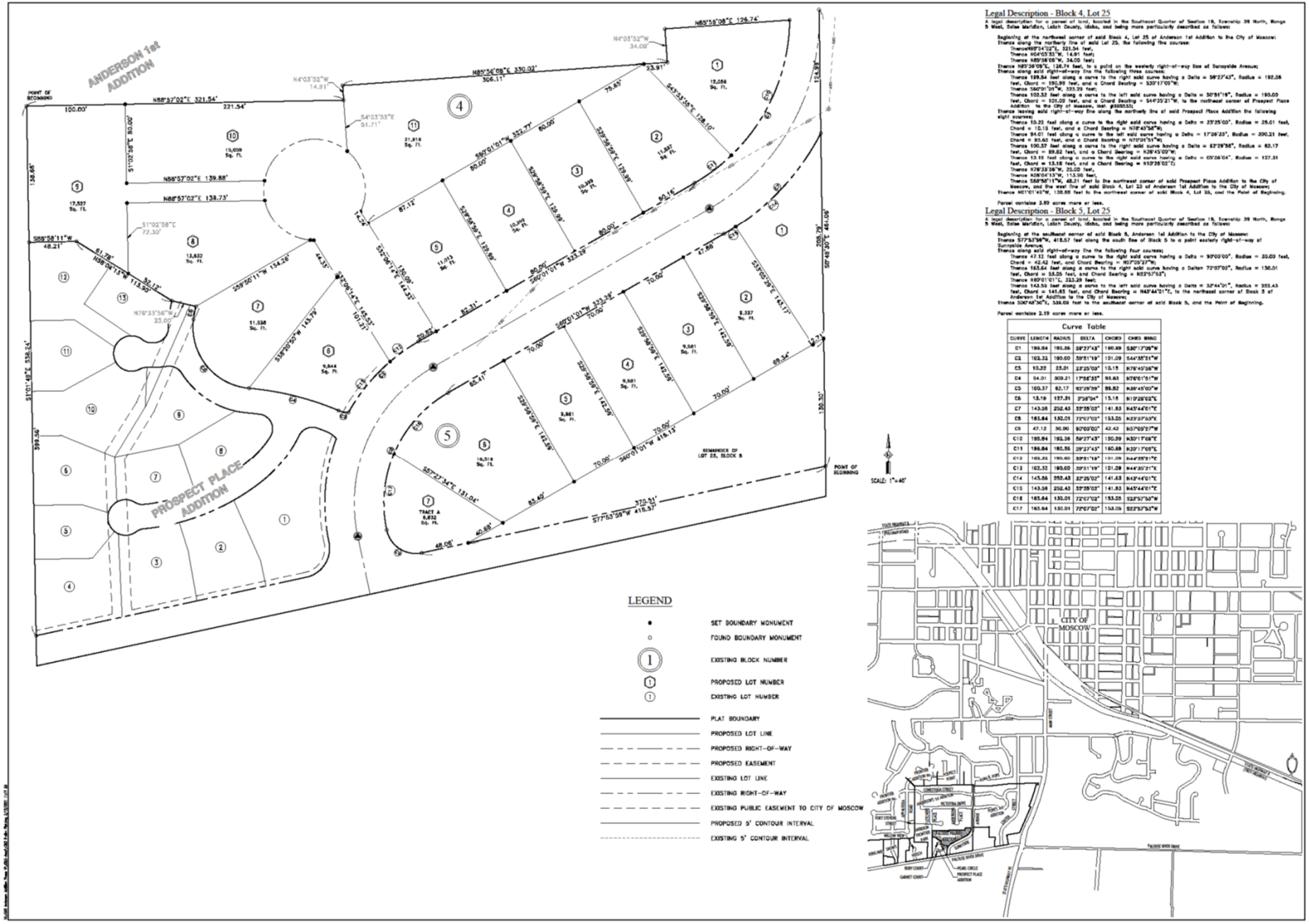
LUP2021-0019



PROJECT LOCATION

Recieved 04-23-2021

LUP2021-0019



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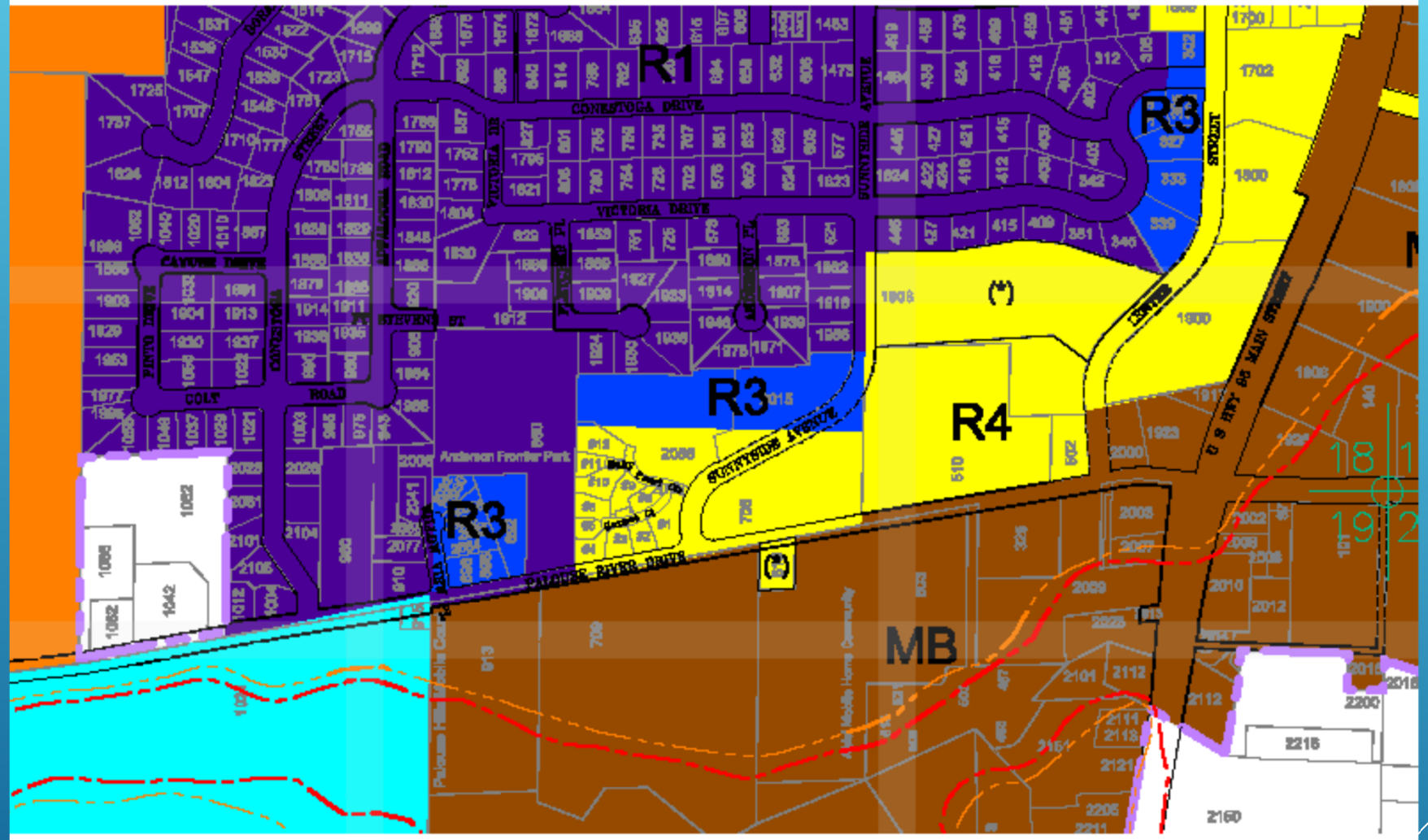
ANDERSON ADDITION ZONING

LUP2021-0019



ANDERSON ADDITION ZONING

Recieved 04-23-2021

LUP2021-0019

Recieved 04-23-2021

NEIGHBORHOOD

Anderson Sunnyside 6th Addition

Neighborhood Meeting Minutes

Thursday, March 25, 2021; 5:00pm

Presenter: Scott Becker, PE; Hodge & Associates, Inc

Developer: Jim Swift

Meeting Location: Latah County Fairgrounds

Meeting Purpose

The presentation and discussion of the completion of Sunnyside Ave and lot development

Meeting

The meeting was called to order at 5:00pm and was open to the neighbors.

Scott Becker opened the meeting by introducing a general overview of the project. He presented five slides; first slide was an introduction, second slide addressed the project location with the proposed layout, third slide presented the preliminary plat of the site, the fourth slide displayed the current zoning of the project location to transition into conversation about potential rezone, and the fifth slide contains a Google Earth image of the current neighborhood.

Upon completion of the presentation, Scott addressed the neighbor's questions.

Q: May you specify the difference between R1 and R2 zoning?

A: R1 is single family dwellings with lots sizes at least 9,600sf, and R2 is single family dwellings with lots sizes at least 7,000sf.

Discussion: The difference between R2, R3 and R4 and addressed the drawback of remaining in R3 and R4.

Q: Is proposed Cul-de-sac and Lot 9 of Block 4 large enough for fire truck access?

A: Yes, both are wide enough to accommodate.

Comment: I have largely concerned with my view becoming obstructed with the potential rezone to R2 since people will be able to build two-story homes. I would like to see actual house plans to visualize where my view will be cut off at.

Discussion: We are still in the preliminary process of this project; therefore, we do not have any house plans at this time. The proposed slopes of the site have been graded to minimize view obstruction, but there is still ambiguity on the subject at this time. Neighbor then requested for a 30ft pole we placed at each of the northern lots to aid in visualizing the obstruction. All neighbors located along north property line of project expressed great concern.

Q: Are the lots currently available for purchase? If so, someone could just pool the lots and build whatever they please. I am concerned with this.

Recieved 04-23-2021

A: This project has not been approved or platted, so they are not available for purchase at this time. The rezoning of the site to R2 will eliminate the desire to pool lots since he/she will be restricted to building single family dwellings.

Q: Are you aware of who the developer and builder will be?

A: The Picas of Picabu Construction have expressed interested, but nothing has been confirmed at this time.

Q: What are the plans for the barn that current stands near Palouse River Drive?

A: We are unsure at this time, but it will probably be torn down. Neighbor then expressed he/she was upset by this.

Q: I would like to see a path to the park. Do you have plans to include one? Where would that be located at? How large would it be?

A: We have included a path to Anderson Park that will run along the north property line of Prospect Place and between Lots 7 and 8 of Block 4 and connect at the Cul-de-sac. It is a 10-foot easement with a five-foot asphalt pathway.

Q: Will there be curb and sidewalk along the proposed Sunnyside Avenue and the Cul-de-sac?

A: There will be curb and sidewalk per the City of Moscow Standards for the Cul-de-sac. Sunnyside Avenue will continue the approved plans of having the sidewalk only along the north of the street.

Discussion: Possibility to change current Sunnyside Avenue plans to include sidewalk on both sides of street.

Q: What will the lighting by like along the street development? Will it be similar to the what is already out there?

A: There will be lighting installed per Avista's plan, which has not been confirmed at this time.

Q: Will there be street signage changes with the construction of Sunnyside? Meaning, implementing more stop signs.

A: Street signs will be installed per the City of Moscow. There will not be any placed along Sunnyside, but there will be at the intersection of Sunnyside and the Cul-de-sac.

Q: What is the proposed schedule for the project now once this meeting is done?

A: We would submit our plans to the City for their review. There would be an additional meeting to discuss rezone, which would lead to a Public Hearing with Planning and Zoning. After that, the plat would go to the surveyor for review. Construction of Sunnyside Avenue may commence this Summer/Fall, depending on the above process.

Q: Why would it be beneficial to rezone the site? Couldn't someone just rezone it later if they want to do something different with their purchased lot?

A: The rezone is beneficial since it would complete the neighborhood that is already established. Sure, someone could attempt to rezone, but it would be a very difficult process and have little possibility of passing due to the neighborhood already developed.

Recieved 04-23-2021

Q: What is the developer offering the City for compensation?

A: The stormwater tract lot would be dedicated to the City for maintenance as well as the street and cul-de-sac construction and sidewalk.

Q: Will we be able to access the proposed site layout to be able to walk around and get an idea of where things will be?

A: Absolutely, we can meet on site to discuss any additional questions/comments you may have. You may also call/email us at the office as well.

Discussion: Neighbors are very pleased with this proposed layout since it fits in better with the current neighborhood. Neighbors expressed they liked the rezone idea, but some are still concerned with the view obstruction that may exist once the northern lots are developed.

With no other questions, or comments, the meeting adjourned at 5:45pm. Some neighbors stayed until 6:30pm to further discuss rezone process, developer intentions, park pathway and lot sizing.

Attached is a copy of the attendance sheet.

Respectfully,

Scott Becker, PE

Hodge & Associates, Inc

Recieved 04-23-2021

City of Moscow
Engineering Dept.

Memo

To: Michael Ray, Planning Manager

From: Todd Drage, Engineering Technician

cc: Jennifer Fleischman, Administrative Assistant – Capital Projects & Deputy City Clerk. Bob Buvel, Staff Engineer

Date: 2020-05-14

Re: Department Review of the Anderson Addition Phase VI Re-plat

---

Upon reviewing the preliminary re-plat for Anderson Addition Phase VI, the engineering department has the following recommendations:

1) Reviewing the application as submitted, it's naming the subdivision "Anderson Addition Phase VI". According to City records, Phase VI for this subdivision was already defined in a previous Development Agreement. Said Development Agreement can be found in Latah County Record #540927. Suggest naming Phase VII as is shown in the Phase VI development agreement or some other name to avoid confusion.
2) The proposed preliminary plat shows Lot 7, in Block 5 as part of the re-plat. If this lot is going to be included in the re-plat, our suggestion is to require frontage improvements along Palouse River Drive.

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

Regards,

Todd Drage

Todd Drage

City of Moscow
Parks and Recreation

Memo

To: Mike Ray, Planning Manager

From: David Schott, Assistant Parks and Recreation Director

Date: May 17, 2021

Re: Parkland Dedication Requirements for the Proposed Anderson Sixth Addition.

As part of the subdivision process, this proposed subdivision falls under the requirements of the parkland dedication codes of the City. However, the parkland dedication requirements have previously been satisfied.

The parkland dedication requirements for the proposed Anderson Sixth Addition were previously met as part of the Anderson-Frontier subdivision for 1.4 acres of property located at Anderson Frontier Park per an Agreement dated April 18, 1988.

> "The CITY hereby agrees that receipt of a deed for the property described in Paragraph I shall satisfy all parkland dedication requirements contained in the City's Subdivision Ordinance for property owned by the OWNER, or any future owners, which is described in Instrument #311500 on file at the Latah County Courthouse."

With this being the case, no further parkland dedication is required.

Should there be any changes to the developable land or zoning on the final plat, I would need to review those changes for any possible affects to my recommendation.

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

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A FIVE POINT EIGHT EIGHT (5.88) ACRE AREA OF LAND LOCATED AT 2075 SUNNYSIDE AVENUE AND 706 W PALOUSE RIVER DRIVE, KNOWN AS ANDERSON ADDITION PHASE VI TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on April 23, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 26, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Planning and Zoning Commission considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive.
3. The subject property is currently undeveloped and was previously platted as Lot 25, Block 4 and Lot 1, Block 5 of Anderson 1st Addition. To the west of the subject property is Anderson/Frontier Park, to the southwest is the Prospect Place Addition, to the east is Gritman's Martin Wellness Center, and to the north is single family residential development also within the Anderson 1st Subdivision. Properties to the south of Palouse River Drive include two manufactured home parks and ITD's service facility.
4. The subject property contains areas of moderate sloping topography at an average slope of 10% as the land continues to gain elevation to the north. There are no drainage ways or natural features that have been identified upon the subject property.
5. The northern portion of the subject property is currently designated as Auto-Urban Residential (AU-R). AU-R designated areas,

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

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

6. The southern portion of the subject property is currently designated as High-Density Residential. According to the Comprehensive Plan, High-Density Residential designated areas,

   "allow the highest density residential development at common densities between 15 and 26 units per acre. Areas appropriate for this designation include those located adjacent to areas of higher activity where there is a range of uses. High-Density Residential areas should be located adjacent or in close proximity to designated arterial or collector streets. New areas of high-density residential development should be located near mixed-use activity areas and corridors that accommodate multi-modal transportation. Lands designated as Urban Residential are generally appropriately zoned Medium Density Residential (R3), Multiple Family Residential (R-4), or Residential Office (RO)."

7. The subdivisions to the north are currently designated as Auto-Urban Residential. Martin Wellness Center to the east is currently designated as Suburban Commercial and properties to the south of Palouse River Drive are designated as High-Density Residential. Anderson/Frontier Park to the west is currently designated as Parks and Open Space.

8. The subject property is currently designated as a combination of Medium Density Residential (R-3) and Multiple Family Residential (R-4). The north portion of the property is encompassed by the R-3 Zone and the southern portion contains the R-4 Zone.

9. The properties to the south and east of subject property are currently zoned R-4 and the properties to the west and north are zoned R-1. Properties to the south of Palouse River Drive are currently designated as Motor Business (MB).

10. According to the zoning code, the R-3 Zone,

    "provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan. Uses permitted within the R-3 Zone include single family, two family, twinhome, and townhouse dwellings."

11. The minimum lot size for parcels within the R-3 Zone is 6,000 sf for single family dwellings, 7,000 sf for two family dwellings, 3,250 sf for twinhome dwellings, and 2,000 sf for townhouse dwellings. Townhouse lots within the R-3 Zone are allowed to be a minimum of 2,000 sf, but the total density of a townhouse development must not exceed 14.5 dwelling units per acre.

12. The minimum lot width for parcels within the R-3 Zone is 60 feet for single- and two-family dwellings, 30 feet for twinhome dwellings, and 20 feet for townhouse dwellings.

13. The R-4 Zone,

    "provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access should be given high priority in determining the appropriate location for R-4 zoning districts."

14. The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling, whichever is greater. Twinhome dwellings are required to have a minimum lot size of 2,250 sf and townhouse dwellings are required to be at least 1,800 sf in size.

15. The minimum lot width for parcels within the R-4 Zone is 50 feet for single family, two family, and multi-family dwellings. Twinhome dwellings are required to be at least 25 feet and townhouse dwellings are required to be 18 feet in width.

16. In 1993, the subject property was rezoned to the current configuration of the R-3 and R-4 Zones which still exists today. The Council imposed three conditions of approval on the rezone, which are as follows:

    1. The density shall be limited to a minimum lot area of 2,000 sf per dwelling unit;
    2. The buildings shall be limited to one-story in height exclusive of basements; and
    3. There shall be dedicated a pedestrian pathway, minimum of ten feet in width extending from Latah Care Center to the Anderson/Frontier Park.

17. The proposed preliminary plat is subject to the conditions above and any future buildings will be required to comply with the single-story height restriction.

18. The applicant is proposing to subdivide the 5.88-acre area of land into 18 lots ranging from 9,644 sf to 23,672 sf in size.

19. The plat includes a stormwater detention pond on the northeast corner of Palouse River Drive and Sunnyside Avenue. Sunnyside Avenue was previously platted as part of the Anderson 1st Subdivision, and will be constructed as part of the proposed subdivision.

20. A cul-de-sac street named Cloudy Court will be extended to the northwest from Sunnyside Avenue to provide access to the northwest portion of the property. The applicant has included a 10-foot-wide public pedestrian easement with a 5-foot-wide pathway which connects Cloudy Court with Anderson/Frontier Park. Per the conditions of approval of the 1993 rezone on this property, the pathway will need to be increased to 10 feet in width.

21. Water services are proposed to be extended along the Sunnyside Avenue alignment to connect existing mains at the southern and northern terminuses of Sunnyside Avenue. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. Engineering has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.

22. It is anticipated that under commonly observed household water use within the City (114 gallons per day per occupant) that the proposed development could be reasonably anticipated to use approximately 1.69 million gallons of water per year (18 du x 2.25 occupants/du x 114 gallons/occupant x 365 days/year = 1.12 M gallons/year).

23. Sanitary sewer is proposed to be extended through the subdivision along the Sunnyside Avenue alignment. A sanitary main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in Sunnyside Avenue near its intersection with Pearl Circle. Once the required improvements are constructed by the developer, Engineering has determined that the system has adequate capacity to convey the additional flow from the development. The subject property is considered developable in the Comprehensive Sewer System Plan dated September 2011.

24. The storm sewer for the subdivision is proposed to be extended in a similar fashion to the sanitary sewer system by following the Sunnyside Avenue alignment. A storm sewer main will be installed on the north end of Sunnyside Avenue and extended to connect to the existing main in

Sunnyside Avenue near its intersection with Pearl Circle. A stormwater detention pond is proposed to be constructed on Tract A at the northeast corner of Palouse River Drive and Sunnyside Avenue.

25. The subject property is located adjacent to Sunnyside Avenue which was platted as part of the Anderson 1st Subdivision and is currently designated as a local neighborhood street. A prior development agreement that was recorded as part of the Anderson 1st Subdivision requires that Sunnyside Avenue be constructed prior to any building permits being issued upon the subject property. Sunnyside Avenue will be constructed to match the standard that was approved at the time the Anderson 1st Subdivision was approved. That neighborhood street standard that was previously approved included curb, gutter, tree lawn, and sidewalk on the north side of the street and curb and gutter on the south side of the street.

26. The subject property is also located adjacent to Palouse River Drive which is designated as a minor arterial. The section of Palouse River Drive adjacent to the subject property currently does not have curb, gutters, or sidewalks on either side of the street. As part of the subdivision code the applicant is responsible for street frontage improvements for portions of the property adjacent to public streets. Therefore, the Commission is recommending that frontage improvements be made to the north side of Palouse River Drive as part of the proposed subdivision.

27. The parkland dedication requirements for the proposed subdivision were previously met with Anderson/Frontier Park to the west, so no further dedication is required.

28. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on March 25, 2021 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Medium Density Residential (R-3) and Multiple Family Residential (R-4) Zoning Districts, including lot area, dimensions and other relevant provisions. The proposed preliminary plat is also in conformance with the general requirements of the Moscow Subdivision Ordinance including, but not limited to, the provision of the logical and orderly connection to the City's street network, public utilities, and the provision of public parkland.

2. **The proposed subdivision is in general conformance with the Comprehensive Plan.** The proposed preliminary plat is consistent with the City of Moscow Comprehensive Plan and provides for the logical and orderly development and extension of the City's street system. The extension of Sunnyside Avenue is consistent with the general alignment within the Thoroughfare Plan. The proposed lots sizes and densities are consistent with the Comprehensive Plan Land Use designation of Auto-Urban Residential and High-Density Residential.

3. **Public Services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.** The subject property has direct access to Palouse River Drive which is designated as a minor arterial street. Water and sewer services are proposed to be extended along the Sunnyside Avenue alignment to connect with existing mains at the current norther and southern terminuses of Sunnyside Avenue. The Engineering Department has

determined that the existing system has adequate potable and fire flows and sewer capacity to serve the proposed subdivision.

4. **The proposed subdivision will not be detrimental to the public health, safety, or general welfare.** The proposed preliminary plat provides for the extension of City streets and services and will not be detrimental to the public health, safety, or general welfare.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the preliminary subdivision plat request for the five point eight eight (5.88) acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive with three conditions:

1. Lot 7, Block 5 shall be converted to a flag lot with the flagpole portion providing direct access to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive;
2. Street frontage improvements shall be required on the north side of Palouse River Drive adjacent to the subject property to include installation of curbing, sidewalk and roadway widening to improve Palouse River Drive to thirty-four (34) feet in width; and
3. The pedestrian pathway connecting Cloudy Court with Anderson Frontier Park shall be increased to ten (10) feet in width.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this 9th day of June, 2021.

Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION

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

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday May 26, 2021	**7:00 PM**	**Council Chambers 206 E Third Street**

The meeting was called to order at 7:00 PM

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

REGULAR AGENDA

1. Approval of May 12, 2021 Minutes (ACTION ITEM)
Seever moved for approval of the minutes as corrected, seconded by Reese. Vote by Acclamation; Ayes: Parish, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Beebe (1). Motion carried.

2. Public Comment
Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three minutes.
None.

3. Public Hearing: Proposal for a Preliminary Subdivision Plat for property generally located east of the intersection of Third Street and Sixth Street within the City of Moscow: Permit Application LUP2021-0016 (ACTION ITEM)
Proposed Preliminary Plat of a 2.3-acre area of land to create ten (10) single-family lots ranging from 7,310 sf to 8,461 sf in size, referred to as Rolling Hills 9th Addition.
Ray presented the application as described above, explaining that the original application was for a larger 8.3-acre area, but because the City and the developer had not yet come to an agreement regarding some items, the plat is proceeding on just the 2.3-acre portion of the property. Staff recommended the approval of the application with two conditions regarding storm water runoff and the extension of Third Street to the eastern property boundary. The parkland dedication had already been met with the dedication of Moser Park to the northeast.

Public Hearing opened at 7:10 PM

Rafik Itani (applicant) Moscow, talked about the master plan for approximately 100 acres of land, and how they had been following that plan over the last couple decades. The Neighborhood Meeting was well received and neighbors didn't have many concerns. Their company does not usually sell individual lots, but instead builds the houses on the lots and sells the finished product.

John Wright, Moscow, spoke in support of the proposed development and to the long-term master plan. There was discussion regarding a retaining wall between the new properties, which are at a higher grade, and the older properties, which are below the new proposed development.

Rafik Itani (applicant), Moscow, addressed the retaining wall question and said that grading will occur during the first part of the project to eliminate the need of a retaining wall. However, it would be evaluated as the development is constructed.

Public Hearing closed at 7:17 PM

Hamilton moved to recommend approval of the Preliminary Plat with two conditions as recommended by Staff, seconded by Nelsen. Vote by Acclamation; Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

Seever moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Reese. Vote by Acclamation; Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposal for a Preliminary Subdivision Plat for property located at 2075 Sunnyside Ave and 706 W Palouse River Drive within the City of Moscow: Permit Application LUP2021-0019 (ACTION ITEM)

Proposed Preliminary Plat of a 5.88-acre area of land to create eighteen (18) lots with an average lot size of 12,346 square feet, referred to as Anderson Addition Phase VI.

Ray presented the application as described above, recommending approval with three conditions regarding the flag lot, frontage improvements, and pedestrian pathway. There would still be a pathway to Gritman Wellness Center via sidewalks along Sunnyside and/or West Palouse River Drive. There was discussion regarding the current zoning configuration on the subject property and the original plan for a retirement community.

Public Hearing opened at 7:38 PM

Scott Becker (applicant), Moscow, spoke about the zoning situation of the proposed development. Changing the zoning designation in the future would not have an effect on the application as proposed. He also talked about the size of the lots and trying to blend with the whole neighborhood.

Matthew Bernards, Moscow, spoke in favor of the development and asked about the rezoning plan for the parcels that was addressed in the neighborhood meeting.

Scott Becker (applicant), Moscow, addressed the comment regarding the rezoning plan at the neighborhood meeting.

Public Hearing closed at 7:46 PM

Hamilton moved to recommend approval of the Preliminary Plat with the three conditions as recommended by Staff, seconded by Reese. Vote by Acclamation; Ayes: Beebe, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Parish (1). Motion carried.

Hamilton moved to direct Staff to draft the Relevant Criteria and Standards, seconded by Seever. Vote by Acclamation; Ayes: Beebe, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Parish (1). Motion carried.

5. Approval of Reasoned Statement of Relevant Criteria and Standards (ACTION ITEM)

Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, and a Preliminary Subdivision Plat for a 235-Acre Property Proposed to be annexed into the City of Moscow and generally located south of the West Palouse River Drive Ball Fields property and west of the Schweitzer Engineering Laboratories property within the City of Moscow: Permit Applications LUP2021-0011 and LUP2021-0012

1. *Comprehensive Plan Land Use Designation amendment from a combination of Auto-Urban Residential and Rural and Agricultural to the High-Density Residential and Auto-Urban Residential designations.*
2. *Rezoning of the subject property from the Agriculture Forestry (AF) Zone to a combination of the Residential Office (RO) Zone and the Medium Density Residential (R-3) Zone.*
3. *Proposed Preliminary Plat of a 27-acre area to create 105 lots ranging from 2,328 to 63,105 square feet in size, referred to as Edington Subdivision.*

Nelsen moved to approve the Reasoned Statements of Relevant Criteria and Standards as corrected, for all three applications, seconded by Seever. Vote by Acclamation; Ayes: Parish, Hamilton, Nelsen, Reese, Seever (5). Nays: None. Abstentions: Beebe (1). Motion carried.

REPORTS

1. Transportation Commission Meeting

Transportation Commission met on May 13th and discussed the proposed Anderson and Rolling Hills subdivisions. The next regular meeting is scheduled for June 10th.

ANNOUNCEMENTS

Continuing education magazine provided by the Latah County Board of Realtors.

UPCOMING EVENTS/MEETINGS

1. Next Planning & Zoning Commission regular meeting is scheduled for June 9, 2021.

The meeting adjourned at 7:53 PM

Robb Parish, Chair