

Moscow City Council



Regular Meeting ~Amended Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Tuesday
September 6, 2022

7:00 PM

Council Chambers
206 E. Third St.

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

PLEDGE OF ALLEGIANCE

PROCLAMATION

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 15, 2022 Minutes - Laurie M. Hopkins

B. Lot Line Adjustment: 815 and 819 Courtney Street - Aimee Hennrich

The applicant, Rachael Scharnhorst, is requesting a lot line adjustment between two properties located at 815 and 819 Courtney Street. The proposed lot line adjustment would reduce the lot addressed as 819 Courtney Street from 10,018 sf to 10,007 sf and expand the lot addressed 815 Courtney Street from 14,290 sf to 14,301 sf. The applicant is requesting the lot line adjustment in order to accommodate the construction of a fence in the most logical location. Both lots currently have single family dwellings constructed upon them and are located within the Medium Density, Residential Zoning District (R-2). Within the R-2 Zoning District, the minimum lot area is 7,000 sf and the minimum lot width is 20 feet when adjacent to a cul-de-sac. The proposed lot line adjustment meets both of these standards and both dwellings will meet all setback requirements. This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

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

C. Lot Division and Lot Line Adjustment: 202 and 208 Henley Street - Aimee Hennrich

The applicant, Rusty Olps, is requesting a lot division and lot line adjustment to create three lots of approximately 5,000 sf, 6,142 sf, and 48,351 sf in size from two existing parcels of 8,224 sf and 51,833 sf in size. The properties are addressed as 202 and 208 Henley Street and 1110 S Main Street. The intention of the lot division is to create separate lots for the two

existing duplexes at 202 and 208 Henley Street. The subject properties are located within the Multiple Family (R-4) Zoning District, which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for two-family dwellings. All proposed lots meet the minimum lot area and width requirements of the R-4 Zone, and both structures will meet all setback requirements. This item was recommended for approval by the Public Works and Finance Committee with the condition that the roof structure currently connected to both duplexes at 202 and 208 Henley Street be removed in order to meet setback requirements.

ACTION: Approve the lot division and lot line adjustment request with the condition that the roof structure currently connected to both duplexes at 202 and 208 Henley Street be removed in order to meet setback requirements.

D. Paradise Pathway Lighting Project Bid Results - Nate Suhr / Cameron Lee

The City requested bid proposals for the illumination portion of the Paradise Pathway Lighting Project from three local contractors on August 8, 2022. The bid for the project includes the installation of approximately eighteen (18) lighted bollards and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. The Engineer's estimate for the project was \$155,400.00. The City received three bids on August 16, 2022 which ranged from \$168,764.00 to \$410,600.00, with Strom Electric Inc. being the low bidder at \$168,764.00. A bid tabulation is included in the Committee packet. This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Accept the bid from Strom Electric, Inc., award the contract in the amount not to exceed \$168,764.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

E. Logos Property Development Agreement - Todd Drage

On June 6, 2016, Logos School filed an application for a Conditional Use Permit (CUP) to construct a school and church on a 30-acre property located at 1515 N. Mountain View Road. The Moscow Board of Adjustment approved the CUP in August of 2016. The CUP detailed that the project would be completed sequentially in the following three phases: 1) public improvements to support the school and church, 2) the school and an assembly space, and 3) a gymnasium and a chapel. On September 9, 2021 the applicant filed to amend the existing CUP in order to modify the phasing of the project. The requested amended phasing entailed constructing the public improvements and a fellowship hall as phase I and II respectively; and, the school, church, and ancillary buildings would be constructed in phase III. The Board of Adjustment approved the amended CUP with the stipulation that, in order for phase I and phase II to be constructed concurrently, a security for the public improvements defined in phase I would need to be in place prior to commencing construction on the phase II fellowship hall. In order to accept said security, a development agreement is necessary to address the construction of the public improvements and the conditions for a security. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the Development Agreement with Faith Ministries Inc. for the Logos Property development.

F. Edington 1st Addition Development Agreement - Todd Drage

BBC LLC, has submitted to the City a final plat for the development of a property south of Palouse River Drive and the University of Idaho Arboretum. On June 07, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Edington 1st Addition and will be presented for City Council approval on Tuesday, September 6, 2022. If

the final plat is approved, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the Development Agreement with BBC LLC for the Edington 1st Addition.

G. Edington 1st Addition Monumentation Agreement - Todd Drage

BBC LLC, has submitted to the City a final plat for the development of a property south of Palouse River Drive and the University of Idaho Arboretum. On June 07, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Edington 1st Addition and will be presented for City Council approval on Tuesday, September 6, 2022. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the monumentation agreement with BBC LLC for Edington 1st Addition.

H. Edington 1st Addition Final Plat - Mike Ray

On June 7, 2021, Moscow City Council approved the Edington 1st Addition preliminary plat with one condition. On June 16, 2022, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on July 27, 2022 and recommended approval to City Council. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the Edington 1st Addition Final Plat.

I. Palouse Groundwater Basin Water Alternatives Supply Contract Extension - Tyler Palmer

The City of Moscow is administering a contract with Alta Science and Engineering Inc. on behalf of the Palouse Basin Aquifer Committee (PBAC). The contract is for continued work toward the selection and implementation of an alternate supply water project. At their meeting on July 28, 2022, PBAC approved an extension of the contract to facilitate Alta's support of the project as it enters a public involvement phase. The work will be billed on a time and materials basis not to exceed \$50,000. The City will invoice PBAC for the entire amount, and reimburse any funds not expended. This was reviewed by the Public Works/Finance Committee on August 8, 2022 and recommended for approval.

ACTION: Approve the contract extension with Alta Science and Engineering Inc. as presented.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

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

4. Citizen Commission Report - Moscow Farmers Market - Amanda Argona / Jamie Hill

5. Clearwater Economic Development Association Report - Dodd Snodgrass

The Clearwater Economic Development Association will provide a report on recent projects and economic development activities.

PROPOSED ACTIONS: Accept report.

6. PUBLIC HEARING: Proposed Rezone of a 10-acre Property Located Directly North of the Current Terminus of War Bonnet Drive (ACTION ITEM) - Mike Ray

The applicant, the Estate of Kathleen J. Montgomery, is requesting the rezone of a 10-acre property located directly north of the current terminus of War Bonnet Drive. The parcel is currently zoned Motor Business (MB) which the applicant is proposing to rezone to the Multiple Family Residential (R-4) Zone. The Planning and Zoning Commission conducted a public hearing on August 10, 2022 and recommended approval of the rezone request with one condition.

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

7. PUBLIC HEARING: Anderson 7th Addition Subdivision Request to Eliminate a Condition of Approval (ACTION ITEM) - Mike Ray

Moscow City Council conducted a public hearing on June 21, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition. The Council subsequently approved the preliminary subdivision plat with three conditions. On June 22, 2022, the developer of the subdivision submitted a request to eliminate one of the original conditions of approval that vehicular access to Block 2, Lot 7 shall be limited to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive. The Planning and Zoning Commission conducted a public hearing on July 27, 2022 and recommended modification of the existing condition of approval.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, modify the existing condition of approval and adopt the Planning and Zoning Commission's written decision; or eliminate the existing condition of approval and direct Staff to prepare a written decision; or retain the existing condition of approval and direct Staff to prepare a written decision; or take such other action deemed appropriate.

~~**8. PUBLIC HEARING: Open Budget for Fiscal Year 2021-2022 (FY2022) Review (ACTION ITEM) - Sarah Banks / Bill Bellnap**~~

- ~~- The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards. The City Council has authorized expenditures, including disbursement of ARPA funds to support small businesses and non-profits. Staff is proposing to amend Ordinance 2021-10 in the amount of \$3,189,600 to accommodate the authorized appropriations. This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.~~

~~**PROPOSED ACTIONS:** After considering public testimony, approve the Open Budget 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.~~

89. Palouse Basin Water Alternative Study - Tyler Palmer

In April of 2020, the Palouse Basin Aquifer Committee (PBAC) contracted with Alta Science and Engineering to continue work on identifying feasible water supply projects for the Palouse Basin. The work has been completed and PBAC is presenting to City Council the final report document along with recommendations.

PROPOSED ACTIONS: Accept the report and take action as deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

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

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

Monday, August 15, 2022

7:00 PM

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

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

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

STAFF: Mia Bautista, Cody Riddle, Jen Pfiffner, Alisa Anderson, David Schott, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Lewis led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 1, 2022 Minutes - Laurie M. Hopkins

B. Disbursement Report July 2022 - Sarah Banks

Presentation of the Accounts Payable Report for the month ending July, 2022.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of July 2022.

C. Mountain View Road / 6th Street Roundabout Landscaping - Bid Results - Scott Bontrager

The Mountain View Road / 6th Street Roundabout Landscaping project includes the installation of an irrigation system, plants, landscaping, and surface restoration on the center island of the new roundabout at the intersection of Mountain View Road and Sixth Street. The City asked the current contractor (Western Construction of Lewiston) constructing the roundabout as part of the Mountain View Sixth to Joseph project for a bid to install an irrigation system, plantings, and landscaping in the center of the roundabout. The landscaping project was designed by JUB Engineers with an Engineer's Estimate for construction of \$48,081. Western Construction of Lewiston provided the City with a bid on 7/28/2022 for \$49,925. A bid tabulation is included in the Committee packet. This was reviewed by the Public Works/Finance Committee on August 8, 2022 and recommended for approval.

ACTION: Accept the bid from Western Construction of Lewiston, Inc., award the contract for \$49,925, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

D. Paradise Path Lighting Project: Conduit Installation Bid Results - Nate Suhr

The City requested a bid proposal for the conduit installation on the Paradise Pathway Lighting Project July 12, 2022. The bid for the project includes the installation of approximately two thousand six hundred (2600) feet of electrical conduit, seventeen (17) conduit sweeps, and seven (7) junction boxes along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. The Engineer's estimate for the project was \$49,970.00. The City received one bid on July 29, 2022 from Curry Incorporated. The bid received was in the amount of \$49,990.50. A bid

tabulation is included in the Committee packet. This was reviewed by the Public Works/Finance Committee on August 8, 2022 and recommended for approval.

ACTION: Accept the bid from Curry, Inc., award the contract for \$49,990.50, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

E. Elk River Disposal Contract Proposal - Tim Davis

The City of Moscow has been approached by the City of Elk River regarding disposal of their waste through the Moscow Solid Waste Processing Facility. The City of Elk River waste is collected and then deposited at a centrally located compactor. Compactors consist of an enclosed larger container that are hauled with a roll-off truck, dumped and then returned. The City of Elk River produces approximately 200 tons of waste annually. Elk River is an outlying community located in northern Clearwater County and, as such, was dependent on Clearwater County Solid Waste Dept., located in Orofino, Idaho, for service. Clearwater County waste is hauled to the Asotin County landfill, located in Clarkston, WA., as Clearwater County holds a disposal contract with Asotin County. Due to Clearwater County's failing roll-off truck, Elk River's dissatisfaction with the services that they were receiving and Elk River's proximity to the Moscow Solid Waste Processing Facility, Elk River's mayor reached out to staff regarding the Moscow disposal option.

PROPOSED ACTIONS: Approve the Disposal Contract between the City of Elk River and the City of Moscow as presented.

Taruscio moved and Zabala 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 - Bill Belknap

Pfiffner brought Schott to the podium. At the Idaho Recreation and Parks annual conference Moscow was awarded the outstanding innovative program for the Heritage Tree Program. He spoke on the program and brought the Tree Commission up for the Mayor to present the award. Pfiffner the Idaho Recreation and Parks Association also received a nomination for David Schott from Dwight Curtis, former Parks and Recreation Director. The category was Professional Award for Facilities with outstanding service to City facilities and benefits to community. Schott was selected and the Mayor presented the award.

3. Mayors Appointments (ACTION ITEM)

No appointments were offered.

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

Brenda Engles (Moscow) with Idaho Stars stated there is funding for child care facilities and the funding is being extending those in place and also start-up funds. Daycare owners should call Idaho Stars to help through the process. Idaho stars is under a block grant and is in charge of training for daycare providers.

Kent Salisbury (Moscow) visited Lewiston and gas \$0.50 cheaper than Moscow. At most it should only \$0.20-0.30 higher. He reported graffiti on Paradise Path.

Pierce Christianson (Moscow) helped organize the block party on the previous Saturday and thanked the Council for the permit. The block party went well with lots of food and music. He said it is good to see the community come together and include students.

5. Amendment to Moscow City Code Title 11, Chapter 2-Bicycles, E-bikes, E-scooters, and E-boards, and Repeal of Title 11, Chapter 3-Bicycles (ACTION ITEM) - Cody Riddle / Mia Bautista

Staff will present an ordinance amending Title 11, Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards) and repealing Title 11, Chapter 3 (Bicycles). Chapter 3, originally intended to regulate the licensing of bicycles, has been largely ineffective. The City will continue to offer a voluntary licensure program for interested residents. The amendment to Chapter 2 clarifies the ability of City Staff to tag and impound abandoned devices.

PROPOSED ACTIONS: Adopt the proposed ordinance amending Title 11, Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards) and repealing Title 11, Chapter 3 (Bicycles), or provide staff with further direction.

Riddle introduced the item as written above. The change won't result in a reduction in service and will have a volunteer license program. The Transportation Commission supported the repeal of the code section. The second change is a minor update regarding abandonment which adds the police ability to enforce the devices and when abandoned remove them immediately should they be unsafe such as obstructing the right-of-way.

Parker commented she is glad the licensing won't be required. Taruscio asked if as a voluntary program if there could be not charge. There is still administrative time to recover. Lewis heard there was an online stolen bike registration and thought perhaps there was another way to register and improve the program even more. Taruscio moved to adopt the proposed ordinance amending Title 11, Chapter 2 (Bicycles, E-Bikes, E-Scooters, and E-Boards) and repealing Title 11, Chapter 3 (Bicycles). Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. American Rescue Plan Act (ARPA) Small Business and Non-Profit COVID-19 Recovery Grant Program (ACTION ITEM) - Cody Riddle

On August 15, 2022, the ARPA Review Committee will present to City Council for consideration the final ARPA Grant Program applications which include new requests from five (5) non-profits and three (3) small businesses. These requests represent all complete applications received by the City prior to the closure of the program on June 24, 2022. The Review Committee determined three (3) of the applications are not eligible for funding based on criteria specified in the program Resolution. Information on each grant request and the supporting documentation is included in the attachments for this report.

PROPOSED ACTIONS: Approval of the eligible new grant requests, denial of the ineligible requests, limiting all awards to the maximum amount as stated in Resolution No. 2022-11, and transfer of remaining ARPA funds to the Water Infrastructure program as stated in Resolution No. 2021-25; or provide staff with further direction.

Riddle introduced the item as written above adding the Council awarded \$387,694 to date. The program was closed to new applications on June 24th with a balance of \$362,306 left in the program. Council directed staff to return with the final new applications and those who sought funding beyond the maximum specified in the adopted resolution. For review are 5 non-profits, two of which were found ineligible by the review committee and 3 small businesses, one of which was found ineligible by the review committee. Riddle described the qualifications in the resolution and staff recommendations.

Parker feels Sojourner's Alliance is unique in their application as it was a new application to request additional funding. She also struggled with the Humane Society application.

Hailey Noble, Executive Director of Latah Historical Society, stressed the importance of heritage organizations, especially as history is being questioned recently. Events have been postponed since 2019 and would like to reinstate them. The Historical Society would fall under the educational category and plan to host workshops and public lectures on art and history. Kelly confirmed events that were not held and

that they go out into the surrounding county schools. Noble described events at the McConnell Mansion. Lewis said it is hard to talk about expansion of programs when you are trying to get back existing programs.

Taruscio expressed her feelings that everyone is dealing with the same challenges. She is hesitant to push boundaries of interpretations that creates wiggle room for those already funded. Council gave staff the duty to review the applications and she feels they do a great job and believe in their recommendation. Lewis is uncomfortable with how much the applicants have to provide. She is having a hard time with the program but in trying to honor what the program is trying to do will make a case for some of the applications. Lewis believes the Council should use the discretion allowed in the resolution. Bettge reiterated the program is to help non-profits and small businesses that were affected by COVID.

Parker moved to grant Latah Historical Society funding in the amount of \$20,000. Lewis seconded. Roll Call Vote: Ayes: Four (4). Nays: Two (Taruscio, Zabala). Abstentions: None. Motion carried.

Kelly recused herself from the Humane Society discussion and any possible motion/vote as she is a non-voting member on the Humane Society board. Lewis asked for confirmation the City provides funding to the Humane Society. Staff confirmed the amount is just under \$55,000. Taruscio supports and feels the Humane Society is very important, but feels the application does not meet the criteria. Laflin said she also loves animals but agrees it does not qualify as the resolution is written currently. Lewis said the application is a wider scope of the four categories but feels it does quality, especially since they are also filling the gap that Whitman County doesn't cover.

Lewis moved to grant funding to Human Society in the amount of \$10,000. Parker seconded. Zabala appreciated the discussion but felt the criteria were not met. Roll Call Vote: Ayes: Two (Parker, Lewis). Nays: Three (Taruscio, Zabala, Laflin). Abstentions: One (Kelly). Motion failed.

Andy Severson, owner of Stax, said he purchased the business in 2019 and immediately invested \$20,000. He feels that affects the calculations in his application as it doesn't show the capital investment. He believes restaurants didn't feel the impact of COVID until 2021 when the supply chain became difficult. He explained between 2020 and 2021 expenses went up by 33% and net income went down by 36%. He put 48% of his income towards expenses. For his business, 2019 versus pandemic years is not a good reflection of the loss he incurred.

Lewis stated staff did all they could with the criteria in the resolution for this application and she feels liberties should be taken with this application. She would like to see Stax receive \$15,000. Taruscio heard the explanation and supported small businesses, including Stax, during the pandemic. She would love to take liberties with the entire program but staff weighed each application the same way and she doesn't feel exceptions should be taken.

Severson commented that he didn't need to see the money he makes to see the effect to the business. After speaking with staff who encouraged him to apply, he spent numerous hours crunching numbers and providing information even though he knew he didn't meet the 25% criteria. He felt there was a level of inaccuracy and that he was lied to by City staff because he was told the 25% was just a guideline.

Lewis felt staff saying that it is a guideline reiterates that Council has discretion because each application is not a black and white issue. Lewis moved to grant Stax funding in the amount of \$15,000. Kelly seconded. Laflin appreciated Severson's explanation. She is concerned that previous applications may have been denied because the 25% loss requirement was not met. Kelly agrees it is not black and white but she can see the difference between 2019 and 2021. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

With no questions for Connie Rosendahl, owner of Sisters Cookie Company, Taruscio moved to grant Sisters Cookie Company funding in the amount of \$15,000. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Taruscio said Kamiak Coffee Company is local and plan to stay local. She moved to approve funding Kamiak Coffee Company in the amount of \$15,000. Lewis seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Jennifer Wallace, Executive Director of Palouse Habitat for Humanity, said they are building another house and have broke ground. Laflin moved and Zabala seconded to grant Palouse Habitat for Humanity funding in the amount of \$25,000. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Nils Peterson, Moscow Affordable Housing Trust, said the application was complicated due to the different fiscal years and timing of grants. After applying to many grants, it was determined they would not receive them. If approved, the ARPA grant funds would go towards parking for the house. Taruscio said the Trust makes a difference and is easy to fund. She moved to grant funding in the amount of \$25,000. Laflin seconded. Zabala recused herself from the discussion and possible motion/vote as she is on the Trust board. Lewis asked for information on their outreach for affordable housing for seniors. Peterson responded that low income spans a lot of age groups and they do not market one group. The current house is one level and ADA accessible so a senior could be a potential buyer. Roll Call Vote: Ayes: Five (5). Nays: None. Abstentions: One (Zabala). Motion carried.

Beau Mosman, Executive Director of Backyard Harvest, said the organization gathers and gleans fruits and vegetables from private citizens, farms, etc. and give to food banks. They also have a program where people with snap benefits can attend the Farmers Market and exchange EBT money to spend at the market. Last year the Idaho Farmers Market Association and Washington Dept of Health doubled the amount of EBT money and has now been gone back to equal exchange. Currently, more people are using the program and inflation is limiting how far a dollar goes. Taruscio moved to grant Backyard Harvest funding in the amount of \$25,000. Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Cliff MacAleer, Sojourner's Alliance, thanked the Council for the previous awarded \$25,000. They only applied for \$25,000 on the last application because that was the limit. The previous award went to remodeling the basement and adding additional beds to the transitional program. The Alliance has received funding from Latah County but they are still in need of additional funding.

Kelly said she appreciates and believes in what Sojourners does. She wants to stick with the \$25,000 as that was the spirit of the program and haven't granted more to others. Laflin asked for clarification on the spending with two possible grants. MacAleer said there is a need for a camera system in the basement, operating on double duty for staffing, and also furnishings. Laflin doesn't feel additional funding should go towards something that is an ongoing expense. Parker feels this money is here to pass through to non-profits and is happy to exceed the \$25,000 limit. Lewis asked about the Hillcrest Motel. McAleer responded that it was used for transitional housing and is now not available, which is a reason for the extra beds in the current facility. Taruscio commented the program was created to grant monies to deserving businesses/non-profits and frame work was designed. Council responsibility is to make sure it goes to the right organizations and have the maximum impact with the money. She appreciates Sojourners and what they do but is not convinced this extra amount of money wouldn't be better invested into water infrastructure to benefit all citizens.

Parker moved to grant Sojourner's Alliance additional funding in the amount of \$15,000. Lewis seconded. Roll Call Vote: Ayes: Four (Parker, Lewis, Laflin, Zabala). Nays: Two (Taruscio, Kelly). Abstentions: None. Motion carried.

Discussion ensued regarding Backyard Harvest requesting \$27,400 and granted \$25,000. Mayor Bettge said the vote was taken and he will not entertain a motion to discuss again. Taruscio commented that she specifically made the motion at \$25,000 because it was within the structure of the program. Mayor Bettge added that any unused monies according to the program would be rolled over to the water fund, which would benefit all citizens in Moscow. Riddle informed the Council that with the approved funding, the remaining balance is \$207,306.

Casey Dail, licensed professional counselor at Life Bridge and specializes in trauma. Life Bridge is not a political organization and is not requesting money for advocacy. If approved, the monies would only go towards the cost of counseling. The organization works with all ages and offers counseling at a reduced price. She said COVID has ignited the underlying issues that have been dormant in some people. They do not reject anyone who can't pay but uses a sliding scale in cost. She believes there is a value in paying something. Taruscio moved to grant Palouse Care network/Life Bridge additional funding in the amount of \$17,000. Kelly seconded.

Zabala asked how Life Bridge separates religious views from counseling. Dail said one of leading ways to find meaning and feeling is to find a meaning in life and that can be spiritual. Life Bridge's core philosophy is each of us know what we need, we just need someone to walk with them. Life Bridge assists people to learn what someone needs. Zabala said she does not support the grant as her interactions has been political and feels the funding already approved fits the specific piece to counseling.

Roll Call Vote: Ayes: Three (Laflin, Kelly, Taruscio). Nays: Three (Zabala, Parker, Lewis). Abstentions: None. The Mayor voted nay to break the tie. Motion failed.

Autumn Avery, Executive Director of Family Promise of the Palouse, thanked the Council for the previous \$25,000. Expanded services include homeless prevention in addition to the shelter, a home start program, and hope to introduce a day program this fall.

Taruscio reiterated the best impact of the remaining funds be placed in the water capital fund because that serves the largest number of people and the maximum impact. Laflin asked for confirmation on the hotel shelter portion. Avery said they can currently serve four families but have need for more. On average, there are 10 families through the shelter during one year. If approved, the funding would go to renovations and the day program, which is for individuals, not just families.

Parker moved to grant Family Promise an additional \$25,000 towards their shelter program and day program. Laflin seconded.

Riddle answered Lewis' question that the original ARPA funds did include \$3,628,399 to water infrastructure and described the projects which totaled \$4.8 million at the time. Bettge added details about some of the projects. Lewis said she agrees with Gina and that the remaining funds go to infrastructure. Kelly said she enjoys giving money to the non-profits and businesses. She knows that maximum was \$15,000 and \$25,000 and feels the limit has been reached. She will vote no because going beyond that creates uncertainty and ambiguity. Zabala believes all the members have different philosophies of the program and one size doesn't fit all. She believes supporting the maximum impact for those organizations that provide the greatest benefit to the community and prevent the city from spending resources on services.

Lewis explained that she voted yes on Sojourners additional funding so will vote yes on this additional funding.

Roll Call Vote: Ayes: Four (Parker, Lewis, Laflin, Zabala). Nays: Two (Taruscio, Kelly). Abstentions: None. Motion carried.

Darrel Keim, Latah Recovery Center, said the funding is for the Oxford House. He detailed the process for the request. If awarded, the money would go towards to the \$200,000 mortgage and then rent would be used to buy another house, but would be a female house.

Zabala feels the monies were allocated for grants and would like it spent for those things that can be most affected. Zabala moved to grant Latah Recovery Center additional funding in the amount of \$175,000. Parker seconded. Taruscio reiterated the best impact of the remaining funds be placed in the water capital fund because that serves the largest number of people and the maximum impact.

Roll Call Vote: Ayes: Three (Parker, Zabala, Laflin). Nays: Three (Lewis, Taruscio, Kelly). Abstentions: None. The Mayor voted nay to break the tie. Motion failed.

Lewis moved to grant Latah Recovery Center additional funding in the amount of \$25,000. Parker seconded. Roll Call Vote: Ayes: Three (Laflin, Parker, Lewis). Nays: Three (Zabala, Taruscio, Kelly). Abstentions: None. The Mayor voted nay to break the tie. Motion failed.

Lewis moved to grant Latah Recovery Center additional funding in the amount of \$100,000. Parker seconded. Roll Call Vote: Ayes: Three (Zabala, Parker, Laflin). Nays: Three (Lewis, Taruscio, Kelly). Abstentions: None. The Mayor voted nay to break the tie. Motion failed.

Roger Rowley, Executive Director of Moscow Contemporary, thanked the Council for the initial \$25,000. The monies were used to increase the education coordinator from half-time to full-time. With the departure of the employee, the monies have also gone towards advertising the full-time position. Rowley said if approved, the additional ARPA funds would go towards the addition of a half-time position to help get programs up and going.

Taruscio reiterated the best impact of the remaining funds be placed in the water capital fund because that serves the largest number of people and the maximum impact. Laflin doesn't feel funds should go above the original \$25,000 and be used for employee salaries. Rowley responded that the additional funds was a jump start until they have other funding.

Lewis moved to grant Moscow Contemporary additional funding in the amount of \$25,000. Parker seconded. Roll Call Vote: Ayes: Three (Parker, Lewis, Zabala). Nays: Three (Taruscio, Laflin, Kelly). Abstentions: None. The Mayor voted nay to break the tie. Motion failed.

Kelly stated she will abstain from a vote should a motion be made. Ms. Cook, Program Coordinator for Inland Oasis has kept their doors open because of the previous funded grant. Taruscio reiterated the best impact of the remaining funds be placed in the water capital fund because that serves the largest number of people and the maximum impact. Zabala feels the monies were set aside for grants and should be used for grants. In response to Council questions, Ms. Cook defined emergency expenses as a plumbing emergency or other unseen issues. Inland Oasis has seen use of the food pantry increase tremendously, approximately 60% over the last couple months and seeing less donations.

Lewis moved to grant Inland Oasis additional funding in the amount of \$25,000. Parker seconded. Roll

Call Vote: Ayes: Three (Parker, Lewis, Zabala). Nays: Three (Taruscio, Laflin). Abstentions: One (Kelly). Motion passed.

Colin Mannex, Executive Director of the Kenworthy, gave appreciation for the previous grant. Additional funds would expand programs that are already in place, as well as back stage repairs and a reception space in the back, which will provide another source of revenue for sustainability of the Kenworthy. This will provide more opportunities for community engagement and educational art organizations. They rely on the funding from renting movies for funding programs. Parker moved to grant Kenworthy additional funding in the amount of \$20,000. The motion died for the lack of a second.

Monique, Food Not Bombs, thanked the Council for the previous grant. Lewis moved to grant Food Not Bombs additional funding in the amount of \$20,000. Zabala seconded. Taruscio reiterated the best impact of the remaining funds be placed in the water capital fund because that serves the largest number of people and the maximum impact. Roll Call Vote: Ayes: Three (Zabala, Parker, Lewis). Nays: Three (Laflin, Kelly, Taruscio). Abstentions: None. The Mayor voted nay to break the tie. Motion failed.

Brad Rudley, Board Director at Moscow Day School, said they are a non-profit early childhood center and hope to open a waddler room which would have six children ages 1-2. If additional funding is given, the funds would go towards one-time equipment upgrades like fence, kitchen facilities, aging playground equipment, and tiles for the playground. The labor shortage is affecting them and in lieu of infrastructure, they are having to increase hourly pay in order to hire people. Parker moved to grant Moscow Day School additional funding in the amount of \$17,000. Kelly said after discussion of the distress of daycares she seconded the motion. Roll Call Vote: Ayes: Five (5). Nays: One (Taruscio). Abstentions: None. Motion passed.

Taruscio moved to direct the remaining \$140,306 dollars to water capital fund. Lewis seconded. Roll Call Vote: Ayes: Four (4). Nays: Two (Zabala, Parker). Abstentions: None. Motion passed.

REPORTS

City Council

Famers Market Commission – Kelly reported they discussed the downtown street scape and incorporating different ideas.

Moscow Fire Volunteer Department – Kelly said they are working on protocols and training.

1912 Development Committee – Kelly said bids for the third floor are about to be published.

Moscow Arts Commission – Laflin said the Commission are getting people to sign up for judging selection panels, approved the next Third Street Gallery exhibits, and trying to get more people to apply for Artwalk.

Transportation Commission – Laflin said there was a presentation by Mark Story, Whitman County Public Works Director and a presentation on the streetscape project bike routes.

Moscow Urban Renewal Agency – Laflin said the Agency finally sold the last piece of property in Alturas.

Moscow Tree Commission – Taruscio reported the Commission decided the seedlings for Arbor Day will be Smooth Sumac for the next few years. The Black Walnut tree on Seventh Street was awarded the honor of heritage tree.

Mayor

The Mayor said he and his team placed last in the Mayor's Golf Tournament but received a trophy. Proceeds from the tournament were donated to the Moscow Food Bank. He attended the groundbreaking for the airport terminal project. In September the airport will go back to five flights to Boise. There will be a United

flight to Denver when the terminal opens. The chamber of commerce auction is on August 26 and on the 27th, Northwest River Supply is celebrating their 50th anniversary.

Staff

No report.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 9:32 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Lot Line Adjustment: 815 and 819 Courtney Street - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Rachael Scharnhorst, is requesting a lot line adjustment between two properties located at 815 and 819 Courtney Street. The proposed lot line adjustment would reduce the lot addressed as 819 Courtney Street from 10,018 sf to 10,007 sf and expand the lot addressed 815 Courtney Street from 14,290 sf to 14,301 sf. The applicant is requesting the lot line adjustment in order to accommodate the construction of a fence in the most logical location. Both lots currently have single family dwellings constructed upon them and are located within the Medium Density, Residential Zoning District (R-2). Within the R-2 Zoning District, the minimum lot area is 7,000 sf and the minimum lot width is 20 feet when adjacent to a cul-de-sac. The proposed lot line adjustment meets both of these standards and both dwellings will meet all setback requirements.

STAFF RECOMMENDATION

Approve the lot line adjustment request with no conditions.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Applicant letter - Survey - Exhibit - Legal Descriptions

August 9, 2022

Dear Moscow City Mayor and Council,

I am writing to you today regarding our property line adjustment. The property line adjustment was agreed upon with the neighbors via a legal mediator. The adjustment has been formally surveyed and recorded with the county. I, please urge everyone to please approve our property line agreement.

Kindly,

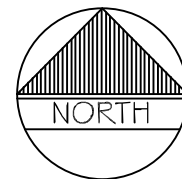
Rachael Scharnhorst
Rachael Scharnhorst



Rachael Scharnhorst
rachaelarlene@gmail.com
208-301-0793

EXHIBIT MAP

Located in Lots 9 and 10, Block 3 of the
Monte Vista Addition to the City of Moscow,
Section 16, T39N, R5W, Boise Meridian,
Latah County, Idaho



BERGDAHL, STEPHEN
WD #599031

ORIGINAL SCALE : 1" = 30 FEET

CADD FILE : Scharnhorst, Rachael ROS.dwg

Fd. 5/8" rebar, no cap

S 89°41'00" E 258.82' (R9)

144.33' (M)
(145.00' R8)

50.25' (R9)
(50.00' R8)

N 00°59'25" E
95.65' (R9)

10

BURNS, JESSICA & CASIMIRO
QCD #582287

Residence

Shed

9

SCHARNHORST, RACHAEL
WD #606606

Residence

(100.00' R8)
99.67' (R9)

(145.00' R8)

144.67' (M&R9)

45.00'

45.00'

Fd. Sound

COURTNEY STREET

7.86' (R9)

(120.00' R8)

3



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

SHEET

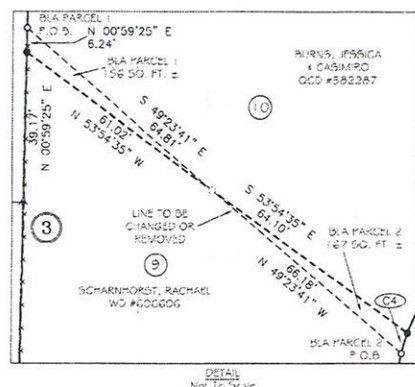
1
OF
1

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

RECEIVED

AUG 10 2022

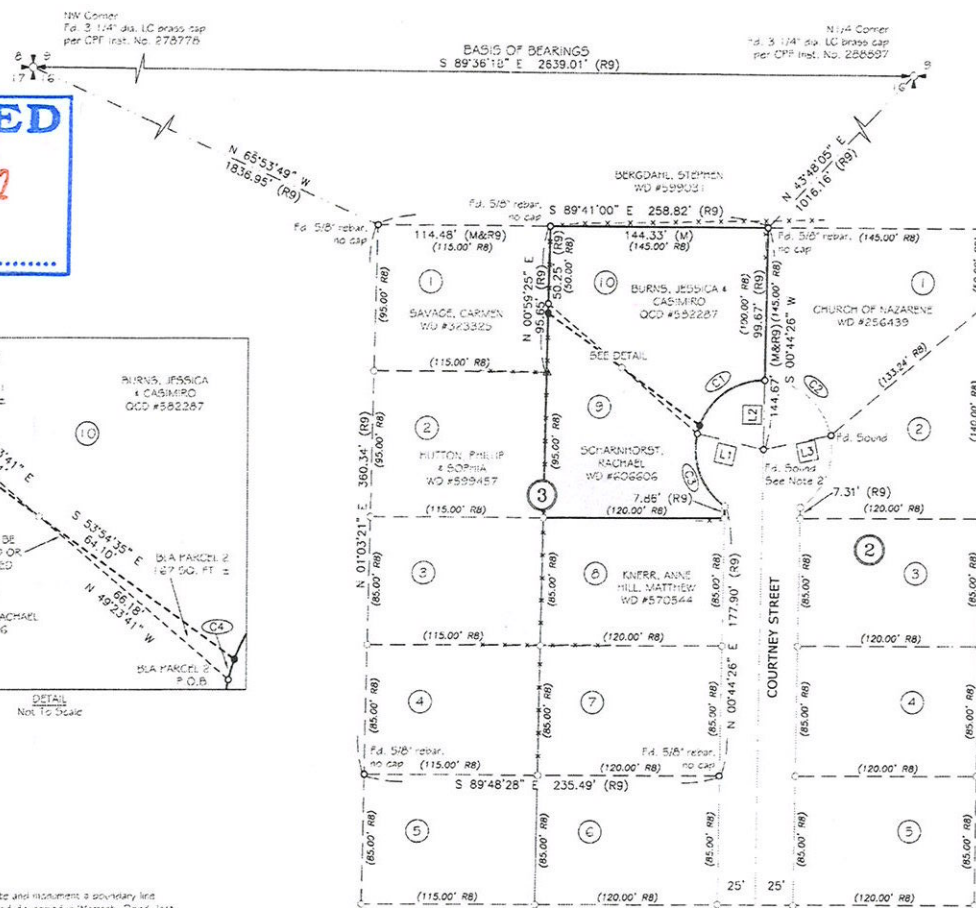
BY:



SURVEYOR NARRATIVE

- The purpose of this survey is to locate and monument a boundary line adjustment between the parcels of land described in Warranty Deed, Inst. No. 606606 and Quitclaim Deed, Inst. No. 582267.
- The found sound in the center of the cul-de-sac closely matches the platting distance from the northeast corner of Lot 10, Block 3, as well as the distance from said found sound in the center of the cul-de-sac to the found sound at the northwestern corner of Lot 2, Block 2.
- The north line of Monte Vista Addition was established using the found repair with no cap at the northwest and northeast corners of Lot 1 and the northeast corner of Lot 10, Block 3. The east line of Lot 10 was established using the found repair with no cap at the northeast corner of said Lot and the found sound in the center of the cul-de-sac. The west line of said Lot 10 was established using the found repair with no cap at the northwest corner of said Lot and the existing fence corner at the southeast corner of Lot 1. The southerly line of said Lot 10 was established using distance-distance intersection from the proportioned corner (in the west fence line) at the southwest corner of Lot 10 and the southeast corner of Lot 10, truncated to the right of way line.
- Legal descriptions have been prepared and will be filed under separate documentation.
- This survey was conducted without a title search. It does not show the existence of all easements and/or encumbrances recorded or unrecorded that may affect this property.

DATE	STATE	COUNTY	PROJECT	DRAWN BY
JULY 2022	ID	LATAH	SCHARNHORST - BIA	CMM



LINE TABLE			
LINE	BEARING	DISTANCE	RECORD
L1	N 77°12'03" W	45.00'	(38)
L2	N 00°44'26" E	45.00'	(38)
L3	N 28°43'01" E	45.44' (M&PQ)	45.00' (38)

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	55.68	45.00	N 55°17'46" E	52.19
C2	61.49	45.00	S 50°06'56" E	56.81
C3	53.65	45.00	N 21°21'20" W	50.53
C4	5.54	45.00	S 16°19'31" W	5.54

624972

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
 RECORDED AT THE REQUEST OF *Rim Rock*
 AT *2:02 PM* THIS *2nd* DAY OF *Aug* *2022*
 RECORDER *Tonya Dodge*
 DEPUTY *Laurinda Valdon* *Fee: \$200*

T 39 N, R 5 W, S 16

RECORD OF SURVEY

A Boundary Line Adjustment Located in Lots 9 and 10, Block 3 of the Monte Vista Addition to the City of Moscow, Section 16, T39N, R5W, Boise Meridian, Latah County, Idaho



ORIGINAL SCALE: 1" = 50 FEET
 CADD FILE: Survey.mxd, Record K02.dwg

LEGEND

- Set 5/8" x 30" long rebar of aluminum cap (PLS 17534)
- Found 5/8" rebar, all cap mtd. PLS 17534 or as described
- Calculated Position - Nothing Found or Set
- Found fence corner - used as Property Corner
- Found Section or 1/4 Section Corner
- Block Number
- Lot Number
- Measured
- Record Per Survey References
- Subject Property Boundary Line
- Proposed Boundary Line
- Property line to be changed or removed
- Section Line
- City Street Centerline
- City Street Right of Way Line
- Lot Line
- Fencing
- Survey Fly Tie Line

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found northwest corner and north quarter corner of Section 16, said bearing being S 09°36'18" E.

SURVEY REFERENCES

- Quitclaim Deed, Inst. No. 582267
- Warranty Deed, Inst. No. 606606
- Warranty Deed, Inst. No. 256439
- Warranty Deed, Inst. No. 323325
- Warranty Deed, Inst. No. 570544
- Warranty Deed, Inst. No. 599031
- Warranty Deed, Inst. No. 599457
- Monte Vista Addition, Inst. No. 253967, PLS 505, 1971
- Records of Survey Inst. No. 62714, PLS 17534, 2022

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 Rachael Scharnhorst in July 2022.



Michael E. Durlin - Idaho Professional Land Surveyor
 RIM ROCK CONSULTING, INC.
 Land Surveying
 Site Planning
 Mapping
 209 West 3rd Street #202, Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET
 1
 OF
 1

EXHIBIT A
Legal Description

A parcel of land located in Lot 9, Block 3 of the Monte Vista Addition to the City of Moscow, Section 16, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the northwest corner of Lot 9, Block 3 of the Monte Vista Addition according to the recorded plat, Book 5 of Plats, Page 31, Latah County records;
Thence along the north line thereof, S 49°23'41" E, 64.81 feet;
Thence leaving said north line, N 53°54'35" W, 61.02 feet to a point on the west line of Lot 9;
Thence along said west line, N 00°59'25" E, 6.24 feet to the POINT OF BEGINNING.

Containing 156 Square Feet, more or less.



EXHIBIT A
Legal Description

A parcel of land located in Lot 10, Block 3 of the Monte Vista Addition to the City of Moscow, Section 16, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the southernmost corner of Lot 10, Block 3 of the Monte Vista Addition according to the recorded plat, Book 5 of Plats, Page 31, Latah County records;
Thence along the south line thereof, N 49°23'41" W, 66.18 feet;
Thence leaving said south line, S 53°54'35" E, 64.10 feet to a point on the cul-de-sac of the City Street (Courtney Street);
Thence along said cul-de-sac, through a non-tangent curve to the left having an arc length of 5.54 feet, a radius of 45.00 feet, the long chord of which bears S 16°19'31" W, 5.54 feet to the POINT OF BEGINNING.

Containing 167 Square Feet, more or less.





Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR RACHAEL SCHARNHORST BLA PARCEL 1

A parcel of land located in Lot 9, Block 3 of the Monte Vista Addition to the City of Moscow, Section 16, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the northwest corner of Lot 9, Block 3 of the Monte Vista Addition according to the recorded plat, Book 5 of Plats, Page 31, Latah County records;
Thence along the north line thereof, S 49°23'41" E, 64.81 feet;
Thence leaving said north line, N 53°54'35" W, 61.02 feet to a point on the west line of Lot 9;
Thence along said west line, N 00°59'25" E, 6.24 feet to the POINT OF BEGINNING.

Containing 156 Square Feet, more or less.

This description was prepared by Michael E. Dahlin on July 29, 2022



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rimrock@rimrockconsulting.net





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GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR RACHAEL SCHARNHORST BLA PARCEL 2

A parcel of land located in Lot 10, Block 3 of the Monte Vista Addition to the City of Moscow, Section 16, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the southernmost corner of Lot 10, Block 3 of the Monte Vista Addition according to the recorded plat, Book 5 of Plats, Page 31, Latah County records;
Thence along the south line thereof, N 49°23'41" W, 66.18 feet;
Thence leaving said south line, S 53°54'35" E, 64.10 feet to a point on the cul-de-sac of the City Street (Courtney Street);
Thence along said cul-de-sac, through a non-tangent curve to the left having an arc length of 5.54 feet, a radius of 45.00 feet, the long chord of which bears S 16°19'31" W, 5.54 feet to the POINT OF BEGINNING.

Containing 167 Square Feet, more or less.

This description was prepared by Michael E. Dahlin on July 29, 2022.



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CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Lot Division and Lot Line Adjustment: 202 and 208 Henley Street - Aimee Hennrich

RESPONSIBLE STAFF

Aimee Hennrich, Planner I

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, Rusty Olps, is requesting a lot division and lot line adjustment to create three lots of approximately 5,000 sf, 6,142 sf, and 48,351 sf in size from two existing parcels of 8,224 sf and 51,833 sf in size. The properties are addressed as 202 and 208 Henley Street and 1110 S Main Street. The intention of the lot division is to create separate lots for the two existing duplexes at 202 and 208 Henley Street. The subject properties are located within the Multiple Family (R-4) Zoning District, which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for two family dwellings. All proposed lots meet the minimum lot area and width requirements of the R-4 Zone, and both structures will meet all setback requirements. This item was recommended for approval by the Public Works and Finance Committee with the condition that the roof structure currently connected to both duplexes at 202 and 208 Henley Street be removed in order to meet setback requirements.

STAFF RECOMMENDATION

Approve the lot division and lot line adjustment request with the condition that the roof structure currently connected to both duplexes at 202 and 208 Henley Street be removed in order to meet setback requirements.

PROPOSED ACTIONS

ACTION: Approve the lot division and lot line adjustment request with the condition that the roof structure currently connected to both duplexes at 202 and 208 Henley Street be removed in order to meet setback requirements.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Applicant letter - Legal Descriptions - Survey
2. Public Meeting Notice - 202 & 208 Henley St LD - PWF 08-22-22

Rusty Olps

317 West 6th St. Suite 201

Moscow, ID 83843

Phone: 208.301.4029

E-Mail: rdolpsjr@gmail.com

Date: July 28th, 2022

To: The Honorable Mayor and City Council of Moscow

Please consider my proposed division of the two duplexes on Henley St. known as 202 and 208 Henley St. These two duplexes are currently on a single parcel, and as such, are limited in their marketability to apartment investors.

My intention is to divide the two duplexes onto two separate parcels for the purpose of marketing to the single family, affordable housing market. This market is grossly undersupplied.

The attachments describe the proposed division according to the Planning Department's outlined requirements.

Thanks for your time and consideration.

A handwritten signature in black ink, appearing to read 'Rusty Olps, Jr.', with a stylized flourish at the end.

Roderick "Rusty" Olps, Jr.

-2-

Tax #27
LUP2020-0008

Costello tract 114.95 feet to a point on South line of right of way of Spokane and Palouse Railroad; thence S. $55^{\circ}33'$ E. along said South line of right of way 148.4 feet to intersection with South line of right of way of O.W.R. & N. Ry. Co's Survey for extension; thence S. $45^{\circ}58'$ E. along last described right of way 83.65 feet to Northwest corner of Henley Tract; thence South along West line of Henley Tract 92.7 feet to point on North line of 30 foot (road) street; thence S. $89^{\circ}30'$ W. along said North line of said street 507.5 feet to the place of beginning and containing 2.75 acres, more or less.

LUP2020-0008

Tax #27

Beginning at a point 364.5 feet North and 40 feet East (N. 89° 30' E.) of the Southwest corner of the NW¼ of Sec. 17, Twp. 39 N, Range 5 WBM, and running thence North (along the East line of Main Street of Moscow, Idaho, extended South) 71 feet, to the Southwest corner of Edwards tract; thence N. 89°30' E. along South line of Edwards tract 125 feet; thence North along East line of Edwards tract 50 feet to a point on South line of Costello tract; thence N. 89°30' E. along South line of Castello tract 200 feet; thence North along the East line of

Received 3/10/20



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GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR RODERICK OLPS, JR. BLA PARCEL 1

A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'09" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95, said point also lying on the north line of E. Henley Street; thence along said north line, S 89°33'48" E, 310.83 feet to the POINT OF BEGINNING;

Thence leaving said north line, N 00°26'12" E, 69.84 feet;

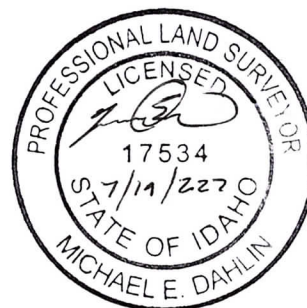
Thence N 69°07'38" E, 9.05 feet;

Thence S 00°26'12" W, 73.13 feet to a point on said north line;

Thence along said north line, N 89°33'48" W, 8.43 feet to the POINT OF BEGINNING.

Containing 603 square feet more or less.

This description was prepared by Michael E. Dahlin on July 18, 2022.



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GIS & MAPPING SERVICES

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DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR RODERICK OLPS, JR. BLA PARCEL 2

A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'09" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95, said point also lying on the north line of E. Henley Street; thence along said north line, S 89°33'48" E, 427.99 feet to the POINT OF BEGINNING;

Thence leaving said north line, N 01°41'12" E, 82.17 feet;

Thence S 89°03'31" E, 27.68 feet to a point on the east line of the parcel described in Warranty Deed Inst. No. 596061, Latah County records;

Thence along said east line, S 00°56'29" W, 81.91 feet to a point on the north line of E. Henley Street;

Thence along said north line, N 89°33'48" W, 28.75 feet;

Containing 2,315 square feet more or less.

This description was prepared by Michael E. Dahlin on July 18, 2022.



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Rim Rock Consulting, Inc.

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GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR RODERICK OLPS, JR. NEW PARCEL 1

A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'09" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95, said point also lying on the north line of E. Henley Street; thence along said north line, S 89°33'48" E, 310.83 feet to the POINT OF BEGINNING;

Thence leaving said north line, N 00°26'12" E, 69.84 feet;
Thence N 69°07'38" E, 9.05 feet;
Thence S 89°15'44" E, 60.45 feet;
Thence S 00°43'21" W, 72.81 feet to a point on said north line;
Thence along said north line, N 89°33'48" W, 68.51 feet to the POINT OF BEGINNING.

Containing 5,000 square feet more or less.

This description was prepared by Michael E. Dahlin on July 18, 2022.



129 West 3rd Street, #102 • Moscow, ID 83843
(208) 883-5339 phone • (208) 883-4309 fax
rimrock@rimrockconsulting.net





Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFEDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHLIN, PLS / ID, WA

PROPERTY DESCRIPTION FOR RODERICK OLPS, JR. NEW PARCEL 2

A parcel of land located in the southwest quarter of the northwest quarter of Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

COMMENCING at the northwest corner of the northwest quarter of Section 17; thence along the west line thereof, S 00°54'09" W, 2276.57 feet; thence leaving said west line S 89°33'48" E, 40.64 feet to a point on the easterly right of way line of US Highway 95, said point also lying on the north line of E. Henley Street; thence along said north line, S 89°33'48" E, 379.34 feet to the POINT OF BEGINNING;

Thence leaving said north line, N 00°43'21" E, 72.81 feet;

Thence S 89°15'44" E, 24.38 feet;

Thence N 00°30'50" E, 9.70 feet;

Thence S 89°03'31" E, 53.37 feet to a point on the east line of the parcel described in Warranty Deed Inst. No. 596061, Latah County records;

Thence along said east line, S 00°56'29" W, 81.91 feet to a point on the north line of E. Henley Street;

Thence along said north line, N 89°33'48" W, 77.40 feet;

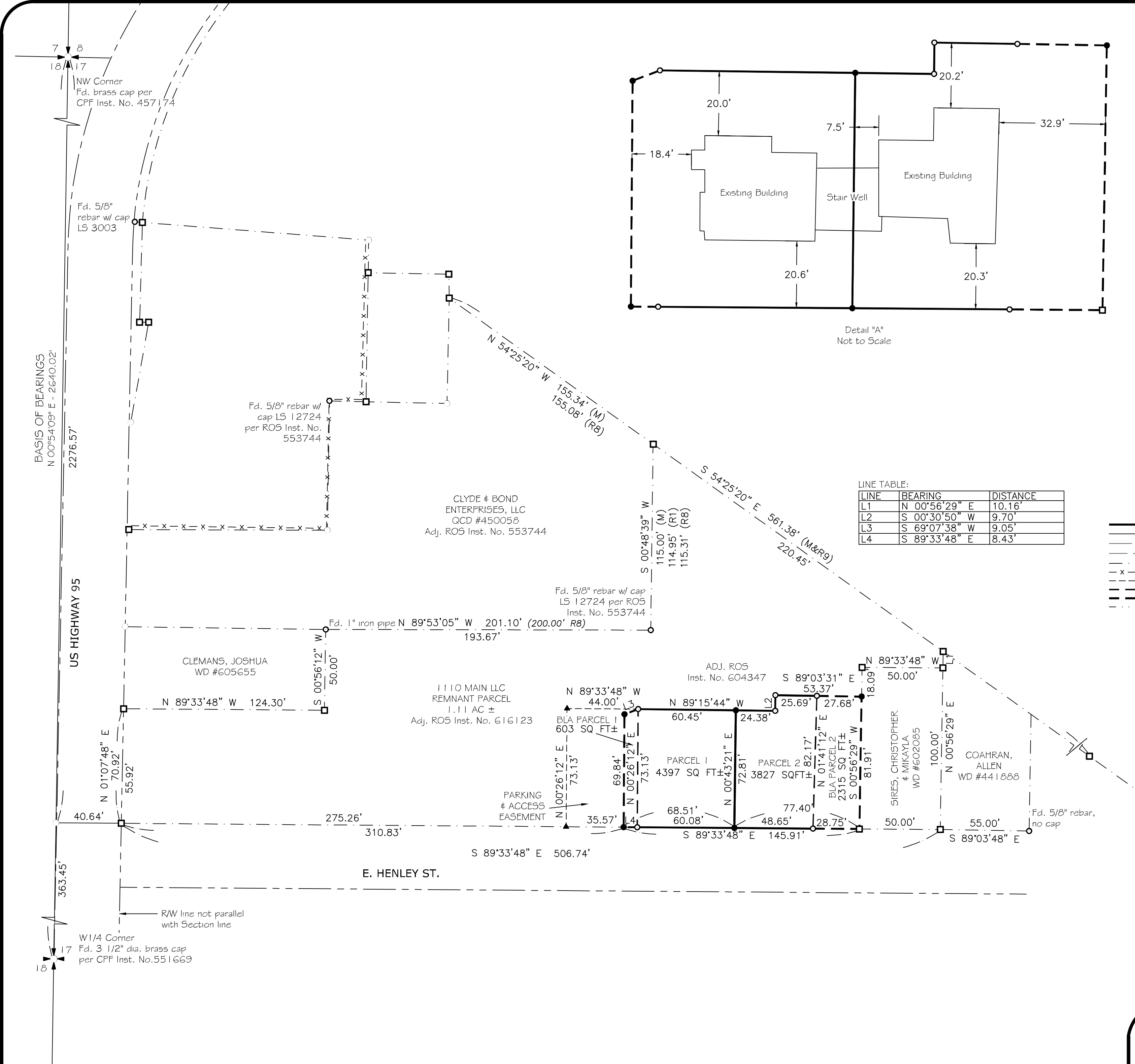
Containing 6,142 square feet more or less.

This description was prepared by Michael E. Dahlin on July 18, 2022.



129 West 3rd Street, #102 • Moscow, ID 83843
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T 39 N, R 5 W, S 17

EXHIBIT MAP

Boundary Line Adjustments and a Lot Division
Located in the SW 1/4 of the NW 1/4 of
Section 17, T39N, R5W, Boise Meridian,
Latah County, Idaho

ORIGINAL SCALE : 1" = 40 FEET
CADD FILE : Olps, Rusty BLA.dwg

LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- ▲ Found 1/2" X 24" long rebar w/ ypc mkd. EASEMENT LS 17534
- Found Property Corner 5/8" rebar or 1" copper plug LS 10162
- Found Property Corner 5/8" rebar LS 17534 or as Described
- Calculated Position - Nothing Found or Set
- ⊕ Found Section or 1/4 Section Corner
- (M) Measured
- (R) Record Per References

- Subject Property Boundary Line
- - - Section Line
- - - City Street Centerline
- - - City Street Right of Way Line
- - - Adjoining Parcel Line
- x - x - Fenceline
- - - Easement Line
- - - Boundary Line to be Changed or Removed
- - - Proposed Boundary Line
- - - Fly Tie Line

BASIS OF BEARINGS
The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found west quarter corner and the found northwest corner of Section 17, said bearing being N 00°54'09" E.

- SURVEY REFERENCES**
- Warranty Deed, Inst. No. 596061
 - Warranty Deed, Inst. No. 585722
 - Warranty Deed, Inst. No. 441888
 - Warranty Deed, Inst. No. 577585
 - Quitclaim Deed, Inst. No. 450058
 - Record of Survey, Inst. No. 597565, PLS 10162, 2019
 - Record of Survey, Inst. No. 596458, PLS 10162, 2018
 - Record of Survey, Inst. No. 553744, PLS 12724, 2012
 - Record of Survey, Inst. No. 498451, PLS 6449, 2005
 - Warranty Deed, Inst. No. 602085
 - Record of Survey, Inst. No. 604347, PLS 17534, 2020
 - Record of Survey, Inst. No. 616123, PLS 17534, 2022

SURVEYOR NARRATIVE

- The purpose of this survey is to create two boundary line adjustments for the subject parcel and a lot division of the new parcel.
- Legal descriptions have been prepared and will be filed under separate documentation.
- Parcel 1 and the Remnant Parcel will share the parking and access easement from E Henley Street to US Hwy 95.
- Access from E. Henley Street is a one way roadway connecting to US Highway 95.
- This survey was conducted without a title search. It does not show the existence of all easements and or encumbrances recorded or unrecorded that may affect this property.
- This is an exhibit map for reference only and is not for recording.

DATE	STATE	COUNTY	PROJECT	DRAWN BY
JULY 2022	ID	LATAH	OLPS - BLA, LD	TLW

RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

1
OF
1

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

NOTICE OF PUBLIC MEETING

Proposed Lot Division and Lot Line Adjustment at 202 and 208 Henley Street and 1110 Main St
in the City of Moscow, Idaho. Permit Application LUP2022-0022

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

Proposed lot division and lot line adjustment to create three lots of approximately 5,000 sf, 6,142 sf, and 48,351 sf in size from two existing parcels of 8,224 sf and 51,833 sf in size. The properties are addressed 202 and 208 Henley Street and 1110 Main Street, as shown on the vicinity map below. The intention of the lot division is to create separate lots for the two existing duplexes at 202 and 208 Henley Street.

MEETING DATE:

Monday, August 22, 2022

LOCATION OF MEETING:

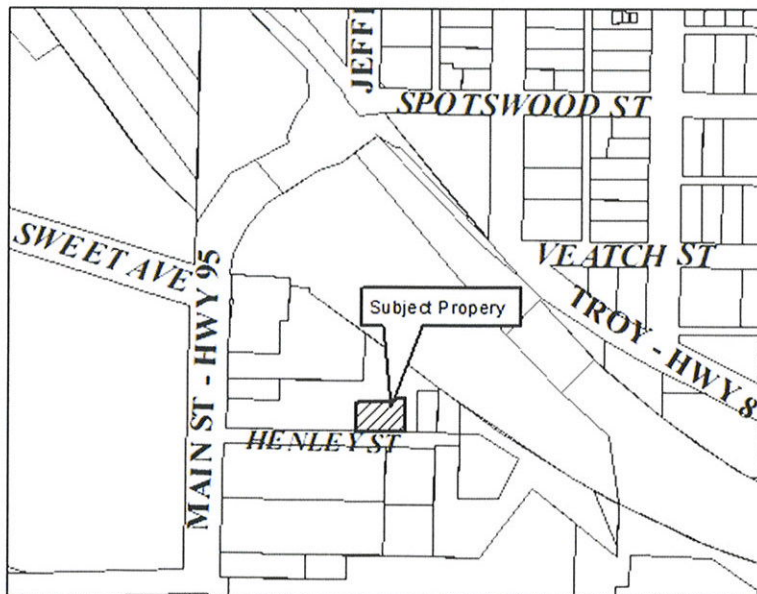
Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME:

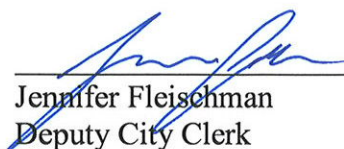
3:00 p.m.

Note: Meeting start time is not necessarily indicative of the start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine the start time, which could occur late in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for a meeting agenda and further information about the matter. You may obtain further information about the public hearing process and procedures on the City Website at: <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



Laurie Hopkins
Moscow City Clerk


Jennifer Fleischman
Deputy City Clerk

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Paradise Pathway Lighting Project Bid Results - Nate Suhr / Cameron Lee

RESPONSIBLE STAFF REVIEWED BY

Nate Suhr, Senior Engineering Technician This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

As the second phase of the Paradise Pathway Lighting Project, The City requested bid proposals for the illumination portion of the Paradise Pathway Lighting Project from three local electrical contractors on August 8, 2022. The bid for the project includes the installation of approximately eighteen (18) lighted bollards and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. The Engineer's estimate for the project was \$155,400.00. The City received three bids on August 16, 2022 which ranged from \$168,764.00 to \$410,600.00, with Strom Electric Inc. being the low bidder at \$168,764.00. A bid tabulation is included in the Committee packet.

STAFF RECOMMENDATION

Accept the low bid from Strom Electric, Inc., award the contract in the amount not to exceed \$168,764.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

ACTION: Accept the bid from Strom Electric, Inc., award the contract in the amount not to exceed \$168,764.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

FISCAL IMPACT

Funds for the Paradise Pathway Lighting Project would be expended from the Paradise Pathway System Improvements line item (GL# 350-165-770-58).

PERSONNEL IMPACT

City staff will administer the construction contract and inspection.

ATTACHMENTS

1. Paradise Pathway Lighting Project - 2022 Bid Tabulation
2. ConstructionAgreement-Paradise Pathway Lighting Project 2022_final

Paradise Pathway Lighting Project - 2022
Bids Opened 8/16/2022

				Engineers Estimate		Bid From: Strom Electric		Bid From: Gropp Heating, Air and Electric		Bid From: M & M Harrison	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total
1	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$8,725.00	\$8,725.00	\$30,000.00	\$30,000.00
2	Install Electrical Wire	1	LS	\$22,400.00	\$22,400.00	\$14,800.00	\$14,800.00	\$18,021.00	\$18,021.00	\$25,000.00	\$25,000.00
3	Lighted Bollards	18	EA	\$1,850.00	\$33,300.00	\$2,038.00	\$36,684.00	\$2,643.00	\$47,574.00	\$5,800.00	\$104,400.00
4	Overhead Lighting Fixtures W/ Poles	29	EA	\$2,300.00	\$66,700.00	\$3,170.00	\$91,930.00	\$3,377.00	\$97,933.00	\$7,800.00	\$226,200.00
5	Electrical Service Connection	1	EA	\$8,000.00	\$8,000.00	\$7,350.00	\$7,350.00	\$10,990.00	\$10,990.00	\$5,000.00	\$5,000.00
6	Force Account	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				TOTAL	\$155,400.00	TOTAL	\$168,764.00	TOTAL	\$193,243.00	TOTAL	\$400,600.00

**CONSTRUCTION AGREEMENT
FOR PARADISE PATHWAY LIGHTING PROJECT 2022
BETWEEN CITY OF MOSCOW, IDAHO
AND STROM ELECTRIC INC.**

THIS CONSTRUCTION AGREEMENT FOR PARADISE PATHWAY LIGHTING PROJECT 2022 BETWEEN CITY OF MOSCOW, IDAHO, AND STROM ELECTRIC INC. (hereinafter "Agreement"), dated this ____ day of _____, 2022, 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 Strom Electric Inc., 405 S Main Street, Troy, ID, 83871 (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: PARADISE PATHWAY LIGHTING PROJECT 2022, consisting of 117 pages;
2. Bid Proposal of CONTRACTOR, dated August 16, 2022, see Attachment 'B', consisting of 4 pages;
3. Performance and Payment Bonds and Insurance Certificates;
4. Addenda, if applicable, Attachment 'C', consisting of 3 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:

"PARADISE PATHWAY LIGHTING PROJECT 2022"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before May 1, 2023, 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 One Hundred Sixty-Eight Thousand Seven Hundred Sixty-Four Dollars (\$168,764.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of One Hundred Sixty-Eight Thousand Seven Hundred Sixty-Four Dollars (\$168,764.00), 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, judgments 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.

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

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:

Strom Electric Inc.
Lance Styer
405 S Main Street
Troy, ID 83871

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.

I, Lance Styer, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Strom Electric Inc. to this Agreement.

CONTRACTOR:

Strom Electric Inc.

CITY:

City of Moscow, Idaho

By: Lance Styer, Secretary/Treasurer

Arthur D. Bettge, 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 _____, 2022, before me, a Notary Public in and for said State, appeared Lance Styer, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Strom Electric Inc.

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



COMMUNITY DEVELOPMENT ENGINEERING DIVISION

DRAWINGS, SPECIFICATIONS AND
PROPOSAL FOR:

PARADISE PATHWAY LIGHTING PROJECT - 2022

CITY OF MOSCOW PROJECT NO. 124-020

CITY OF MOSCOW, IDAHO

**Community Development
Engineering Division
Moscow, Idaho 83843
(208) 883-7034**

Plans, Specifications and Proposal

For

PARADISE PATHWAY LIGHTING PROJECT - 2022

CITY OF MOSCOW PROJECT NO. 124-020



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

TABLE OF CONTENTS

INVITATION TO BID.....	1
BID PROPOSAL	2
CONSTRUCTION AGREEMENT.....	6
INSTRUCTION TO BIDDERS.....	12
IB-1. INTENT OF PLANS AND SPECIFICATIONS	12
IB-2. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION	12
IB-3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	12
IB-4. PREPARATION AND DELIVERY OF PROPOSAL	12
IB-5. PROPOSAL GUARANTY	13
IB-6. US CITIZEN.....	13
IB-7. QUALIFICATIONS OF BIDDER.....	13
IB-8. AWARD OF CONTRACT	13
IB-9. FAILURE TO EXECUTE CONTRACT	14
IB-10. NONDISCRIMINATION IN EMPLOYMENT	14
IB-11. WAGE RATES.....	14
IB-12. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT	14
IB-13. PERFORMANCE PERIOD	15
IB-14. CONSIDERATION OF MULTIPLE DIVISIONS OF WORK.....	15
IB-15. ALTERNATES.....	15
IB-16. SUBCONTRACTORS TO BE LISTED ON BID	15
GENERAL CONDITIONS.....	17
GC-1..... COMPLIANCE.....	17
GC-2..... DEFINITIONS	17
GC-3..... PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS.....	18
GC-4..... ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS.....	18
GC-5..... INVESTIGATION BY BIDDERS	19
GC-6..... NON-DISCRIMINATION	19
GC-7..... INTERPRETATION OF THE SPECIFICATIONS.....	19
GC-8..... CONTRACTS.....	19
GC-9..... QUANTITIES FURNISHED BIDDERS.....	23
GC-10.... MAJOR CHANGES	23
GC-11.... EXTRA WORK.....	24
GC-12.... MONTHLY PAYMENTS	24
GC-13.... TIME OF COMPLETION/LIQUIDATED DAMAGES	26
GC-14.... ABANDONMENT OF WORK	27
GC-15.... AUTHORITY OF ENGINEER	27
GC-16.... PERFORMANCE AND PAYMENT BONDS	28
GC-17.... INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED	29
GC-18.... PATENT ROYALTIES AND PROCESS FEES	30
GC-19.... CONTRACTOR RESPONSIBLE FOR WORK.....	30
GC-20.... USE OF COMPLETED PORTION	30
GC-21.... SIGNATURES.....	30
GC-22.... ORDERS TO BEGIN WORK	30
GC-23. ... ORDER OF WORK.....	30
GC-24. ... EFFICIENCY OF OPERATION/LICENSING	31
GC-25. ... PROTECTION OF WORK AND PROPERTY	31
GC-26. ... RESPONSIBILITY FOR SAFETY	32
GC-27. ... GUARDS AND BARRICADES.....	32
GC-28. ... EXISTING TRAFFIC SIGNS AND FACILITIES	32
GC-29.... MAINTAINING POSTAL SERVICE.....	32
GC-30. ... EMERGENCY WORK	33
GC-31. ... SUPERVISION OF WORK.....	33
GC-32. ... CORRECTION AND COMPLETION OF WORK.....	33

GC-33. ... SUBSTITUTES CLAUSE	34
GC-34. ... DETAILED BREAKDOWN OF CONTRACT PRICE	35
GC-35. ... CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE	35
GC-36. ... STREET CLEANUP DURING CONSTRUCTION	36
GC-37. ... CLEANUP	36
GC-38. ... PROOF OF TAX PAYMENT.....	36
GC-39. ... HOLD HARMLESS REQUIREMENT	36
GC-40. ... JURISDICTION AND DISPUTE RESOLUTION	36
GC-41. ... PERMITS AND LICENSES	37
GC-42. ... ENVIRONMENTAL MATTERS.....	37
GC-43. NO THIRD PARTY BENEFICIARIES.....	38
GC-44. COMPLIANCE WITH GRANT CONDITIONS.....	38
ENGINEERING SPECIFICATIONS.....	39
ES-1..... SCOPE OF WORK.....	39
ES-2..... TRAFFIC CONTROL/R.O.W USE PERMITS	39
ES-3..... MATERIALS	41
ES-4..... REMOVALS AND DISPOSALS	41
ES-5..... EARTHWORK	42
ES-6..... SUBGRADE SEPARATION GEOTEXTILES.....	43
ES-7..... CRUSHED ROCK BASE.....	44
ES-8..... SOFT SPOT REPAIR.....	46
ES-9..... WATERING.....	47
ES-10..... WEIGHING.....	47
ES-11..... CONCRETE	48
ES-12..... CONCRETE CONSTRUCTION REQUIREMENTS	50
ES-13..... CONCRETE CURB.....	54
ES-14..... CONCRETE SIDEWALK	55
ES-15..... SUPERPAVE HOT MIX ASPHALT	58
ES-16..... CEMENT CONCRETE PAVEMENT.....	60
ES-17..... ADJUSTMENT OF GATE VALVE BOXES, MONUMENTS, CATCH BASINS, CATCH INLETS, AND MANHOLES	64
ES-18..... MANHOLES AND CATCH BASINS	65
ES-19..... TRENCH EXCAVATION AND BACKFILL	68
ES-20..... PIPE	75
ES-21..... GATE VALVES AND VALVE BOXES	83
ES-22..... FIRE HYDRANTS.....	84
ES-23..... STORM AND SANITARY CONNECTIONS	87
ES-24..... STREET / ALLEY CUT REPAIR.....	89
ES-25..... EROSION AND SEDIMENT CONTROL	89
ES-26..... STORMWATER RUNOFF CONTROL	89
ES-27..... IMPORTED TOPSOIL	89
ES-28..... SEEDING.....	89
ES-29..... TREE TRIMMING.....	90
ES-30..... INSPECTION.....	91
ES-31..... WORKMANSHIP AND CLEAN UP	91
ES-32..... MOBILIZATION.....	92
SPECIAL PROVISIONS	93
SCOPE	93
GENERAL.....	93
SPECIFICATIONS	94
SP-1..... MOBILIZATION.....	95
SP-2..... INSTALL ELECTRICAL WIRE.....	95
SP-3..... LIGHTED BOLLARDS	96
SP-4..... OVERHEAD LIGHTING FIXTURES	97
SP-5..... ELECTRICAL SERVICE CONNECTION	98
SP-6..... FORCE ACCOUNT.....	99

APPENDIX I.....101

INVITATION TO BID

The City of Moscow, Idaho is accepting **sealed and signed or electronic** bids to be submitted to the Community Development Building at 504 S. Washington Street, Moscow, Idaho 83843, and clearly marked **“Bid Enclosed –PARADISE PATHWAY LIGHTING PROJECT - 2022”** until **3:00 p.m.**, prevailing local time, **Friday, August 12, 2022**, for the following project:

PARADISE PATHWAY LIGHTING PROJECT – 2022

This project consists of the work necessary to install an electrical service connection that includes a three (3) foot tall concrete pad for the fuse box, eighteen (18) lighted bollards, and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. Work also consists of the pulling and connection of approximately two thousand eight hundred and fifty (2850) feet of electrical wire through existing conduit to power the lighting system as shown on the construction plans and herein described in these specifications. All junction boxes and conduit installation will be done by others prior to the commencement of work.

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.

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

The Contract Documents may also be examined at the City of Moscow Haddock Building (Engineering Division), 504 S. Washington Street, Moscow, ID 83843.

Questions should be directed to Jennifer Fleishman, City of Moscow Community Development, 504 S. Washington Street, Moscow, ID, via Email only at: jfleishman@ci.moscow.id.us

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 PARADISE PATHWAY LIGHTING PROJECT - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

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

10. The undersigned holds Idaho Public Work's License Number _____.

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

<u>Subcontractors</u>	<u>Trade Specialty</u>	<u>Idaho Public Works License No.</u>	<u>\$ Amount</u>
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a. _____

b. _____

c. _____

d. _____

e. _____

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for PARADISE PATHWAY PROJECT - 2022 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

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ _____	\$ _____
2.	Install Electrical Wire	1 LS	\$ _____	\$ _____
3.	Lighted Bollards	18 EA	\$ _____	\$ _____
4.	Overhead Lighting Fixtures W/ Poles	29 EA	\$ _____	\$ _____
5.	Electrical Service Connection	1 EA	\$ _____	\$ _____
6.	Force Account	EST	\$10,000	\$10,000
			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 _____, 2022

(DRAFT – DO NOT SUBMIT WITH BID)
**CONSTRUCTION AGREEMENT
FOR PROJECT NAME
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 _____, 2022, 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”):

WITNESSETH:

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: **Project Name**, consisting of **number of pages**;
2. Bid Proposal of CONTRACTOR, dated **date**, 2022, 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:

“Project Name”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or before Date, or other time considerations, 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, judgments 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.

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

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:

Company Name
Authorized Agent
Street Address
City, State Zip

CITY:

City of Moscow
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:

Company Name

CITY:

City of Moscow, Idaho

By: Authorized Agent

Art Bettge, 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 _____, 2022, 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 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.

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

This work shall not begin prior to receipt of Notice to Proceed, and shall be substantially completed no later than November 4, 2022. The work shall be completed within forty (40) 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.
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 will not 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.
- B. The Contractor shall comply with City Ordinance No. 2013-06 Gender Anti-Discrimination in Housing, Employment & Public Accommodations.

GC-7. INTERPRETATION OF THE SPECIFICATIONS

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

GC-8. CONTRACTS

- A. Contract Form
1. A copy of the construction agreement form is included in these documents.
- B. Execution of Agreement

1. Within ten (10) days after receiving properly prepared Contract Documents from CITY, the successful bidder shall sign the Agreement. Work shall be started upon written notice to proceed from the Engineer.

C. Subcontracts

1. The Contractor agrees that he/she is as fully responsible to CITY for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her, and that the Contractor shall hold CITY harmless for any activities of such subcontractors and shall indemnify and defend CITY from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.
2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor to the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article. Nothing in this section shall create any obligation on the part of CITY to pay to or to see to the payment of any sums to any subcontractor.

a. The Contractor shall bind every subcontractor to the following:

- (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the CITY. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and CITY.
- (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
- (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the CITY, except that the time for making claims for extra cost is one (1) week from the date such claim arises.

b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that CITY assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the

amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

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

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

1. Fails to begin work within a reasonable time after the effective date of "Notice to Proceed," or

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

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

1. If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him/her, or if the Engineer should fail to issue any certificate for payment within twenty-two (22) days after it is due, or if CITY should fail to pay to the Contractor within twenty-two (22) days of its maturity and

presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to CITY and Engineer, stop work or terminate this Agreement or recover from CITY payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

F. Assignment:

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

GC-9. QUANTITIES FURNISHED BIDDERS

- A. Unit Price Contract. The quantities shown in the proposal are approximations only and are for the purpose of comparing bids. The CITY reserves the right to increase or decrease, within twenty five percent (25%) of the stated quantities, any of the quantities shown and the Contractor will be paid for the actual quantities of work finally installed or performed at the applicable unit prices stated in his/her proposal.
1. Should the actual quantities exceed twenty five percent (25%) in excess of the stated amounts, the Contractor shall notify the Engineer before said excess is considered extra work. The twenty five percent (25%) limit does not apply to items listed as optional by the CITY, or which are specifically excluded.
 2. If a pay item is indicated as a contingency item, the Contractor shall be paid for only the actual quantity installed, and will be paid at the bid price up to twenty five percent (25%) in excess of the stated contingency bid quantity. Should the actual quantity exceed twenty five percent (25%) in excess of the stated contingency item amount, the Contractor shall notify the Engineer before said excess is considered extra work.
- B. Lump Sum Contract. The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be performed for such sums as the Engineer may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he/she deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The Contractor shall not be required to employ for any such work persons whom he/she has reasonable objection.

GC-10. MAJOR CHANGES

- A. If unforeseen conditions require a substantial change in the dimensions of a structure, location of underground utilities, or major variation of a similar nature from the original

plans, such change shall be covered by a change order. The change order is to set forth in complete detail the nature of the change and reasons therefore, including compensation to be paid and time allotted the Contractor. The change order shall also detail whether the change constitutes an addition or reduction with respect to the original contract costs. Should additional or supplemental drawings be required, they will be furnished by the Engineer providing the Engineer determines the change is warranted.

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

GC-11. EXTRA WORK

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

GC-12. MONTHLY PAYMENTS

- A. The Contractor shall file a monthly request for payment with the Engineer on the 20th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the CITY shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on the first day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the CITY for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 10th day of each month in cash or interim warrants. These payments will be equal to ninety-five percent (95%) of the total amounts of the certified requests for payment. The CITY shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the CITY for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the CITY, the Contractor, and the Contractor's surety. Before final payment will be made by the CITY, Contractor agrees that it shall furnish the CITY with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this Agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until CITY has received a tax release from the Idaho State Tax Commission per GC-38.
- B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from CITY to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.
- C. CITY may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these moneys are yet due and payable.
- D. CITY shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event CITY elects to disperse such funds, CITY shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein

shall create in such party or parties entitled to payment a cause of action against CITY for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of CITY's exercise of such right to disperse.

GC-13. TIME OF COMPLETION/LIQUIDATED DAMAGES

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

contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

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

GC-14. ABANDONMENT OF WORK

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

GC-15. AUTHORITY OF ENGINEER

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

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

GC-16. PERFORMANCE AND PAYMENT BONDS

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

- B. Such bonds shall remain in full force and effect during the term of this Agreement and during the terms of any warranty required by the specifications and shall be held in the custody of CITY. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to CITY.
- C. If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from CITY to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to CITY. The expense of such replacement bonds shall be borne by the Contractor. No further payments by CITY pursuant to this Agreement shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to CITY.

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

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

materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.

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

GC-18. PATENT ROYALTIES AND PROCESS FEES

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

GC-19. CONTRACTOR RESPONSIBLE FOR WORK

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

GC-20. USE OF COMPLETED PORTION

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

GC-21. SIGNATURES

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

GC-22. ORDERS TO BEGIN WORK

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

GC-23. ORDER OF WORK

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

GC-24. EFFICIENCY OF OPERATION/LICENSING

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

GC-25. PROTECTION OF WORK AND PROPERTY

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

repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of CITY.

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

GC-26. RESPONSIBILITY FOR SAFETY

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

GC-27. GUARDS AND BARRICADES

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

GC-28. EXISTING TRAFFIC SIGNS AND FACILITIES

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

GC-29. MAINTAINING POSTAL SERVICE

- A. Postal service shall be maintained in accordance with instructions of the U.S. Post Office Department. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Post Office Department, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the Post Office Department.
- B. It will be the Contractor's responsibility to contact the U.S. Post Office Department for their requirements in maintenance of postal service and to follow those requirements.
- C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
- D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

GC-30. EMERGENCY WORK

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

GC-31. SUPERVISION OF WORK

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

GC-32. CORRECTION AND COMPLETION OF WORK

- A. Correction of Work before Final Payment:
 - 1. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Agreement, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the Agreement, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Agreement, such costs of replacement and re-execution to be borne by Contractor at no additional expense to CITY.
 - 2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written

notice of the Engineer, then and in that event, CITY may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, CITY may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment:

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

C. Deductions for Uncorrected Work:

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

GC-33. SUBSTITUTES CLAUSE

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

foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-34. DETAILED BREAKDOWN OF CONTRACT PRICE

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

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

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

- G. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.
- H. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-36. STREET CLEANUP DURING CONSTRUCTION

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

GC-37. CLEANUP

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

GC-38. PROOF OF TAX PAYMENT

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

GC-39. HOLD HARMLESS REQUIREMENT

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

GC-40. JURISDICTION AND DISPUTE RESOLUTION

- A. Either CITY, or Contractor, may request mediation of any Claim submitted to Engineer for a decision before such decision becomes final and binding. A mediator with a background in construction litigation shall be selected by mutual agreement. In the event the parties cannot mutually agree upon a mediator, the Trial Court Administrator for the Second Judicial District shall submit a list of three (3) mediators to the parties. Each party will be allowed to strike one (1) of the listed mediators, Contractor proceeding first and CITY second. The remaining person shall then be the mediator. Costs of the mediation shall be borne equally by the parties.
- B. CITY and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request.
- C. If the Claim is not resolved by mediation, Engineer's action or denial shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, CITY or Contractor:
 - 1. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 2. gives written notice to the other party of the intent to file an action in the Second Judicial District of the State of Idaho which court, the parties agree, is the court with jurisdiction to hear the dispute. The action must then be filed not later than sixty (60) days after substantial completion of the Project.

GC-41. PERMITS AND LICENSES

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

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

GC-42. ENVIRONMENTAL MATTERS

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

GC-43. NO THIRD PARTY BENEFICIARIES

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

GC-44. COMPLIANCE WITH GRANT CONDITIONS

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

ENGINEERING SPECIFICATIONS

ES-1. SCOPE OF WORK

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

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

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

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

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

2.1 Traffic Control

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

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

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

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

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

2.2 Right of Way Use Permits

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

2.3 Payment: Traffic Control

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

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

ES-3. MATERIALS

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

ES-4. REMOVALS AND DISPOSALS

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

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

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

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

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

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

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

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

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

ES-5. EARTHWORK

5.1 Excavation

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

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

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

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

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

5.2 Structural Fill

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

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

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

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

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

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

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

5.3 Payment

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

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

ES-6. SUBGRADE SEPARATION GEOTEXTILES

6.1 Materials

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

6.2 Construction Requirements

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

6.3 Payment

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

ES-7. CRUSHED ROCK BASE

7.1 Description

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

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

7.2 Aggregate

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

Sieve Size	Percent Passing
1 inch	100
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
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Compaction standard for coarse granular materials by use of the vibratory spring-loaded compactor.	Idaho T-74
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Moisture density relations using a 5.5 lb. rammer and 18-inch drop, method A or C.	AASHTO T-99
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Nuclear method for the determination of percent compaction in place density and moisture content of soils and aggregates.	WAQTC TM7
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7.4 Placing

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

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

7.5 Mixing

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

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

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

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

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

7.6 Shaping and Compaction

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

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

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

7.7 Payment

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

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

ES-8. SOFT SPOT REPAIR

8.1 Materials

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

8.2 Construction Requirements

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

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

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

Dispose of the excavated material per Specification ES-4.

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

8.3 Payment

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

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

ES-9. WATERING

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

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

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

ES-10. WEIGHING

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

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

ES-11. CONCRETE

11.1 General

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

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

11.2 Portland Cement

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

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

11.3 Aggregates

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

Fine aggregate for concrete shall conform to the following gradation:

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

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

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

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

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

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

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

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

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

11.4 Water

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

11.5 Curing Compound

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

11.6 Air Entraining Admixture

Air entraining admixture shall conform to AASHTO M-154.

ES-12. CONCRETE CONSTRUCTION REQUIREMENTS

12.1 Mixing and Delivery

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

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

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

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

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

12.2 Re-tempering

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

12.3 Placing Concrete

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

12.4 Cold Weather Concreting

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

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

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

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

12.5 Placing in Hot Weather

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

12.6 Finishing Concrete

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

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

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

12.7 Curing Concrete

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

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

Membrane forming curing compounds shall be thoroughly mixed before use and agitated during application to prevent 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:

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

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

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

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

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

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

14.3 Construction requirements

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

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

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

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

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

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

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

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

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

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

14.4 Payment

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

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

ES-15. SUPERPAVE HOT MIX ASPHALT

15.1 Hot Mix Asphalt

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

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

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

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

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

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

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

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

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

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

15.2 Rolling and Compaction

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

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

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

15.3 Tack Coat

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

15.4 Payment

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

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

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

ES-16. CEMENT CONCRETE PAVEMENT

16.1 General

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

16.2 Aggregates

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

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

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

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

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

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

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

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

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

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

16.3 Curing and Protection

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

16.4 Joint Fillers and Sealants

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

16.5 Air-Entrained Concrete

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

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

AIR CONTENT OF FRESHLY MIXED CONCRETE

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

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

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

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

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

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

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

16.6 Reinforcing Steel

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

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

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

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

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

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

16.7 Measurement of Materials

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

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

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

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

16.8 Re-tempering

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

16.9 Construction of Portland Cement Concrete Pavement

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

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

16.10 Payment

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

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

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

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

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

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

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

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

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

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

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

ES-18. MANHOLES AND CATCH BASINS

18.1 General

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

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

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

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

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

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

- 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 1/2 corrugations. Round pipe shall be 16 gage minimum; arch pipe shall be 12 gage minimum.

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

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

20.2 Sanitary Sewer Pipe

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

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

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

20.3 Perforated Subsurface Drain Pipe

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

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

The pipe shall be wrapped with a filtering sock.

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

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

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

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

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

1.Perforated Corrugated Plastic Pipe

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

2. Perforated Solid Wall Plastic Pipe

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

20.4 Water Pipe & Ductile Iron Fittings

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

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

20.5 Pipe Laying

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

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

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

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

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

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

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

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

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

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

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

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

*MAXIMUM DEFLECTION PERMITTED (18 FOOT LENGTH PIPE)

Bell and Spigot		Mechanical Joint		Push-on Joint	
Diameter (Inches)	Max. & 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.

$$T = 0.0109 D^2 L$$

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 $\frac{3}{4}$ 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 install an electrical service connection, eighteen (18) lighted bollards, and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. Work also consists of the trenching and installation of approximately two thousand eight hundred and fifty (2850) feet of 1-inch conduit, accompanying electrical wire, and installing seven (7) junction boxes to power the lighting system as shown on the construction plans and herein described in these specifications. All work shall be completed as shown on the construction plans and herein described in these specifications.

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

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.

SCOPE

These Specifications cover the work necessary to install an electrical service connection that includes a three (3) foot tall concrete pad for the fuse box, eighteen (18) lighted bollards, and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. Work also consists of the pulling and connection of approximately two thousand eight hundred and fifty (2850) feet of electrical wire through existing conduit to power the lighting system as shown on the construction plans and herein described in these specifications. All junction boxes and conduit installation will be done by others prior to the commencement of work.

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

SPECIFICATIONS

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. MOBILIZATIONL.S.

SP-2. INSTALL ELECTRICAL WIRE

This work shall consist of, but not limited to, the pulling of electrical wire through existing conduit and all associated equipment and work as shown in the Contract Plans and in accordance with these Specifications.

Permits are required for this project and fees will not be waived. Contractor is responsible for all fees and permits needed for completion of this pay item. Electrical wire and connections shall follow all local and national electrical codes. Wires shall be type THWN- 600 volt, insulated or as approved by the Engineer. Wire gauge shall be large enough to accommodate the load demands of the system and must be approved by the Engineer prior to installation.

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

Measurement and Payment:

Measurement for INSTALL ELECTRICAL WIRE shall be by the Lump Sum. Payment shall include all materials, labor, equipment and incidentals necessary to do the described work for:

SP-2. INSTALL ELECTRICAL WIREL.S.

SP-3. LIGHTED BOLLARDS

This work shall consist of furnishing, installing, and field testing all materials and equipment necessary to complete in place, fully functional lighted bollard system in accordance with approved methods, the Plans, and these Specifications.

The contractor shall furnish all electrical conduit, wiring, bases, and electrical equipment necessary for the construction of a complete lighted bollard system as shown on the plans. Bollards, bolts, brackets, bollard bases, and other necessary accessories will be the responsibility of the Contractor and shall be incidental to this pay item. The contractor shall install all electrical conduit, wiring, bollards, brackets, bases, and electrical equipment necessary for the construction of a complete lighting system as shown on the plans.

The bollard bases shall be Class 4000 psi concrete meeting the requirements of ES-11 for Cast-in-Place Concrete. The bases shall be eighteen (18) inches in diameter and have a minimum depth of thirty (30) inches. bases shall be either precast from an approved manufacturer or cast in place using an eighteen (18) inch diameter form tube, as approved by the Engineer. Four (4) inches of ¾" minus crushed aggregate compacted to 95% of AASHTO T-99 maximum density shall be placed beneath the bollard base and is considered incidental to this pay item. Backfill pole anchors shall conform to requirements stipulated by bollard manufacturer.

Unless otherwise noted, the location of lighted bollards and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

Lighted bollards shall be from the following manufacturer:

1. Barron Lighting Group/ Trace Lite ELB Bollard Model ELB-42-A-VS-3K-BR
2. An approved equal

All materials furnished by the contractor shall bear the seal of approval of the Underwriter Laboratories, Inc. or shall meet the requirements of the National Electrical Manufacturer's Association, as appropriate. In addition to the requirements of the plans and specifications, all material and workmanship shall conform with the National Electrical Code and shall meet all local codes and requirements of the connecting utility.

Measurement and Payment:

Measurement for LIGHTED BOLLARDS will be per each. 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-3. LIGHTED BOLLARDS.....EA.

SP-4. OVERHEAD LIGHTING FIXTURES

This work shall consist, but not limited to, the furnishing, installing, and field testing all materials and equipment necessary to complete in place, fully functional Illumination system in accordance with approved methods, ISPWC Standard Drawings, the Plans, and these Specifications.

The contractor shall furnish all electrical conduit, wiring, pole bases, and electrical equipment necessary for the construction of a complete lighting system as shown on the plans. Luminaires, brackets, poles, and all necessary equipment will be the responsibility of the Contractor and shall be incidental to this pay item. The contractor shall install all electrical conduit, wiring, luminaries, brackets, poles, pole bases, and electrical equipment necessary for the construction of a complete lighting system as shown on the plans.

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

The light pole bases shall be Class 4000 psi concrete meeting the requirements of ES-11 for Cast-in-Place Concrete. Reinforcing steel shall be installed in accordance to ES -16.6, the project plans, ISPWC SD-1109, and the City of Moscow Standard Drawings. The base shall be twenty-four (24) inches in diameter and have a minimum depth of sixty (60) inches. Bases shall be either precast from an approved manufacturer or cast in place using an eighteen (18) inch diameter form tube, as approved by the Engineer. Four (4) inches of $\frac{3}{4}$ " minus crushed aggregate compacted to 95% of AASHTO T-99 maximum density shall be placed beneath the bollard base and is considered incidental to this pay item. Pole anchors shall conform to requirements stipulated by bollard manufacturer.

Unless otherwise noted, the location of luminaires and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

Area lights shall be from the following manufacturer:

1. Hubbell Outdoor Lighting AIRO Micro Strike Model ASL1-80L-25-3K7-2-UNV-ASQU-SCP-40F-DBT
2. An approved equal

Light poles shall be from the following manufacturer:

1. Hubbell Outdoor Lighting SSS-H Poles Model SSSH14-40A-1-B3-DBT
2. An approved equal

All materials furnished by the contractor shall bear the seal of approval of the Underwriter Laboratories, Inc. or shall meet the requirements of the National Electrical Manufacturer's Association, as appropriate. In addition to the requirements of the plans and specifications, all

material and workmanship shall conform with the National Electrical Code and shall meet all local codes and requirements of the connecting utility.

Measurement and Payment:

Measurement for OVERHEAD LIGHTING FIXTURES will be per each. 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-4. OVERHEAD LIGHTING FIXTURES EA.

SP-5. ELECTRICAL SERVICE CONNECTION

This work shall consist of furnishing, installing, and field testing all materials and equipment necessary to complete the connection to the electrical service line on site in accordance with approved methods, the Plans, and these Specifications. Permits are required for this project and will not be waived. Contractor is responsible for all fees and permits needed for completion of this pay item. Electrical wire and connections shall follow all local and national electrical codes. Wire gauge shall be large enough to accommodate the powering of the entire illumination system with a maximum five (5) percent voltage loss. All wire, connections, circuit breaker, and related equipment will be the responsibility of the Contractor and shall be incidental to this pay item.

A minimum three (3) foot tall concrete pad is required at the meter box location, as measured from the ground surface. The intent of the concrete pad is to raise the elevation of the pedestal to a level above the one hundred (100) year floodplain. The concrete pad shall be embedded a minimum six (6) inches into the ground and shall be placed on top of a six (6) inch layer of compacted three- quarter inch minus (3/4"-) crushed rock base. The metered pedestal will be anchored with J bolts to the concrete pad. The pedestal is required to have a 24-hour timer and photocell to automatically turn off the system during daylight hours. The center of the meter gauge shall be set a maximum of seven (7) feet above the ground. The metered pedestal shall conform to all national and local codes and be installed according to these Specifications and attached Plans. All base rock, concrete, meter pedestal, related equipment, and associated work will be considered incidental to this pay item.

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

Measurement and Payment:

Measurement for ELECTRICAL SERVICE CONNECTION will be per each. Payment for this item shall include all materials, labor, equipment and incidentals necessary to construct, maintain, remove, and any associated work for:

SP-5. ELECTRICAL SERVICE CONNECTION..... EA.

SP-6. FORCE ACCOUNT

Perform work on a force account basis, if required by the contract or as directed. Record force account work on City-provided forms and submit at the end of each work day to allow immediate field verification. The Engineer will revise, as appropriate, the daily force account records and provide duplicate report sheets to the Contractor for signature. Duplicate report sheets, signed by the Engineer and the Contractor, are the true record of force account work.

Satisfactory Evidence/Documentation.

The Engineer will not approve force account work payment before the Contractor submits an itemized cost statement for that work. The Engineer will review the itemized statement and approve payment for the cost the Engineer deems reasonable based on experience and prevailing market rates. The Engineer may request the Contractor to submit additional evidence to support the cost. Submit the following information in itemized statements for force account work:

1. For labor: name, classification, dates worked, daily hours, total hours, labor rate, and extended amount for each laborer and foreman.
2. For equipment: designation, dates used, daily hours, total hours of actual operation and standby, rental rate, and extended amount for each equipment unit. Include the manufacturer's name or trademark, model number, and manufacture year with the designation.
3. For material: quantities, cost, and extensions, including source recover fees, royalties, and use tax.
4. Transportation cost for material, free on board (FOB), to the project site.
5. Documentation showing payment for invoiced items, including work, material, and transportation.

If providing material from the Contractor's stock for force account work, submit a signed verification of the following:

1. Material was provided from the Contractor's stock.
2. Material quantity was used for the force account work.
3. Material and transportation costs represent the Contractor's actual cost, excluding overhead.

Measurement and Payment:

The City will pay for FORCE ACCOUNT work based on the reviewed and approved Contractor itemized cost statement. This payment is full payment for performing the force account work.

Labor:

The City will pay for laborer and foremen performing approved force account work.

The City will pay the wage rate or scale approved in writing before beginning work.

The City will pay an amount equal to 120 percent of the sum of the direct labor cost. This payment is broken down into field office overhead (5 percent), home office overhead (10 percent), and profit (5 percent) totaling the additional 20 percent above direct labor cost. The City will not pay for costs deemed unreasonable.

Material:

For materials approved and used in the work, the City will pay for material costs, including transportation costs, source recovery fees, royalties, and use or sales tax.

The City will pay the Contractor an additional 15 percent of this sum as pay for field office overhead, home office overhead, and profit.

Equipment.

The City will pay the Contractor for machinery or special equipment (other than small tools) on force account work as specified in this subsection. Obtain written approval of the rental rates established in this subsection before beginning the force account work.

The City will pay the Contractor an additional 10 percent of the hourly operated rate, calculated above, as pay for field office overhead, home office overhead, and profit.

APPENDIX I

PROJECT DRAWINGS

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE PAGE
2	PROJECT INDEX
3	PROJECT DETAILS 1
4	PROJECT DETAILS 2
5	PROJECT DETAILS 3
6	PROJECT DETAILS 4
7	METER BOX LOCATION DETAILS
8	WIRING DETAILS
9	STANDARD DETAILS

CITY OF MOSCOW

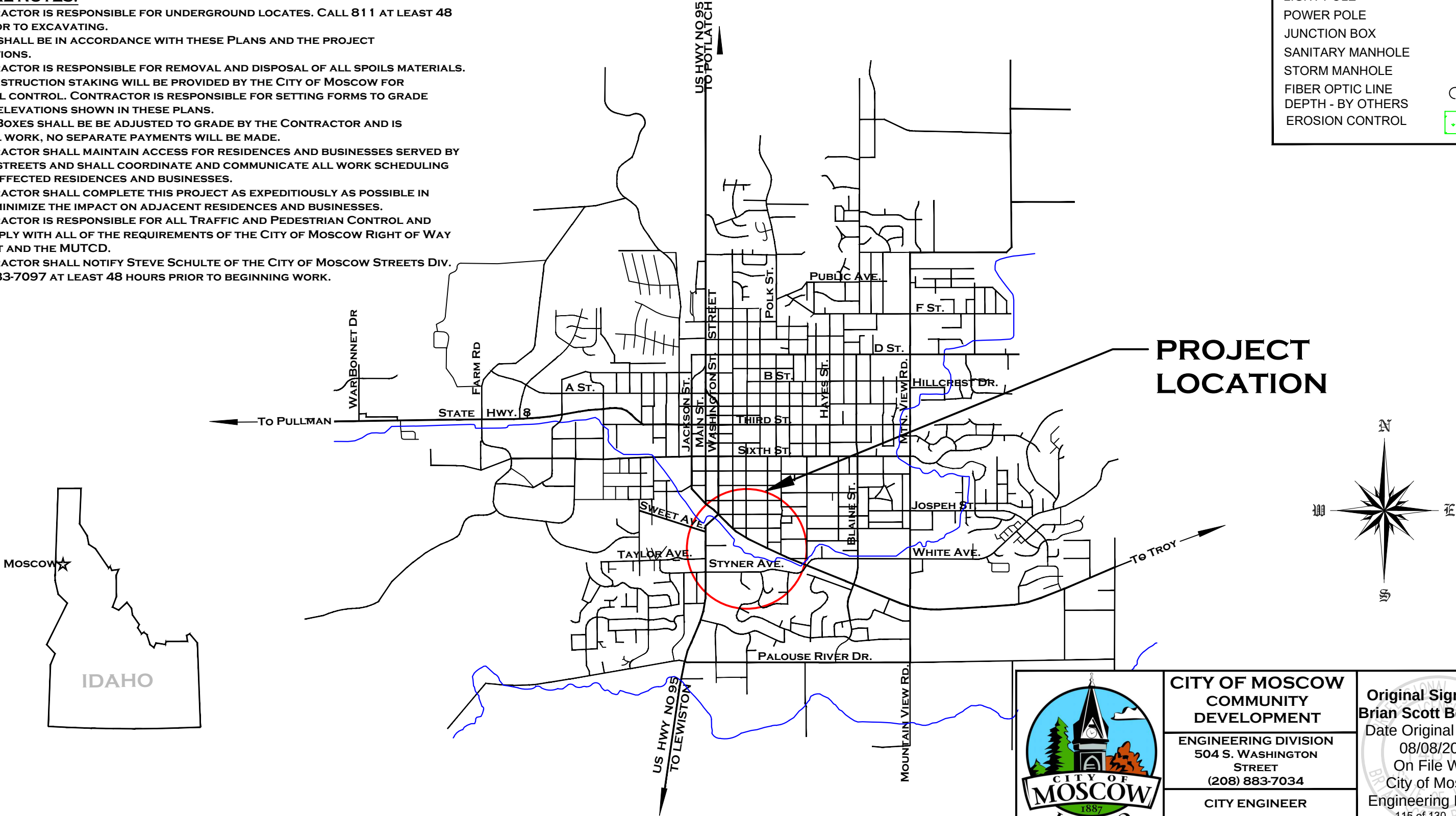
PARADISE PATHWAY LIGHTING PROJECT - 2022

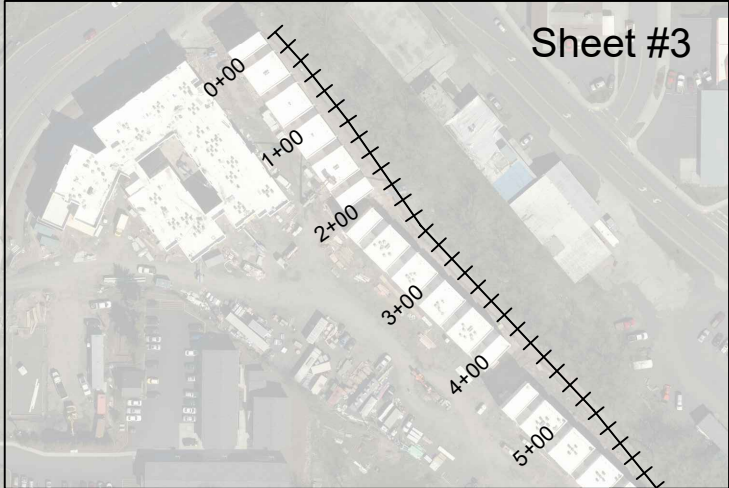
PROJECT NO. 124-020

LEGEND	
FIBER OPTIC	
COMMUNICATION	
GAS	
OVERHEAD POWER	
STORM SEWER	
SANITARY SEWER	
WATER MAIN	
BOLLARD	
LIGHT POLE	
POWER POLE	
JUNCTION BOX	
SANITARY MANHOLE	
STORM MANHOLE	
FIBER OPTIC LINE	
DEPTH - BY OTHERS	
EROSION CONTROL	

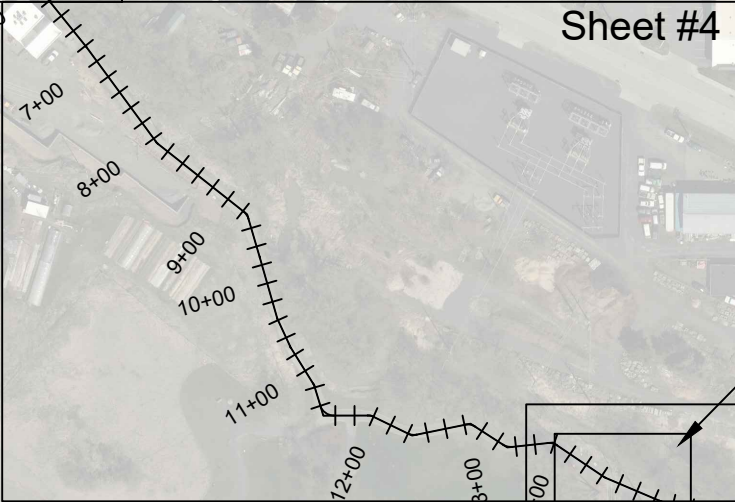
GENERAL NOTES:

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. JUNCTION BOXES SHALL BE BE ADJUSTED TO GRADE BY THE CONTRACTOR AND IS INCIDENTAL WORK, NO SEPARATE PAYMENTS WILL BE MADE.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR RESIDENCES AND BUSINESSES SERVED BY AFFECTED STREETS AND SHALL COORDINATE AND COMMUNICATE ALL WORK SCHEDULING WITH THE AFFECTED RESIDENCES AND BUSINESSES.
7. THE CONTRACTOR SHALL COMPLETE THIS PROJECT AS EXPEDITIOUSLY AS POSSIBLE IN ORDER TO MINIMIZE THE IMPACT ON ADJACENT RESIDENCES AND BUSINESSES.
8. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC AND PEDESTRIAN CONTROL AND SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE CITY OF MOSCOW RIGHT OF WAY USE PERMIT AND THE MUTCD.
9. 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.

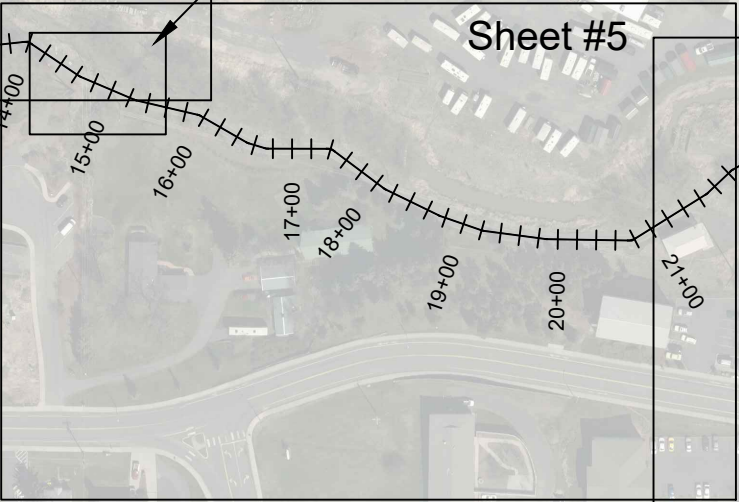




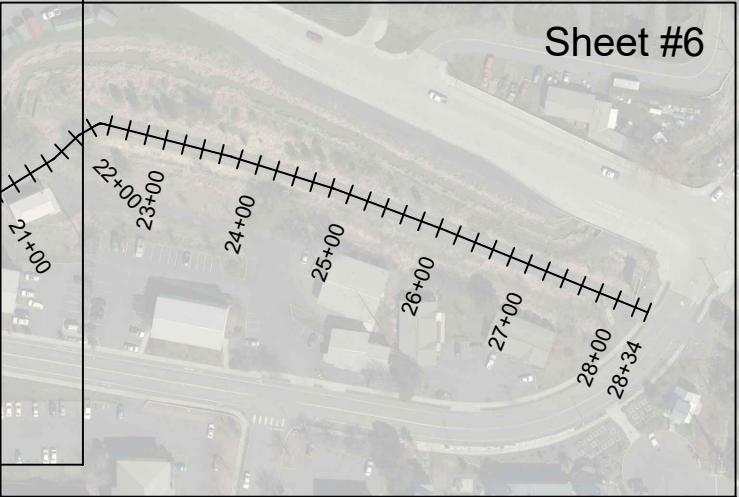
Sheet #3



Sheet #4

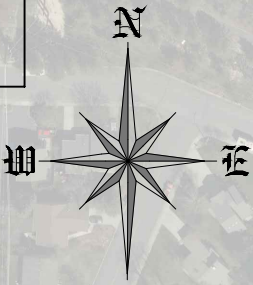


Sheet #5



Sheet #6

Sheet #7



SIGNED AND DATED

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
08/08/2022
On File With:
City of Moscow
Engineering Division

REVISIONS		
DATE	DRAWN BY:	DESCRIPTION
Job No.: 124-020 File Name: paradise pathway lighting.dwg		

PARADISE PATHWAY LIGHTING PROJECT
PROJECT INDEX
PROJECT No. 124-020

SCALE: 1" = 200'
DATE: 12/15/2020
DRAWN BY: CL
CHK'D BY: NS & SB

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO



Note:

1. All electrical work shall be performed by a qualified Electrician as required by local and national codes.
2. Bollards shall be spaced at 40 foot intervals along pathway and area lights at a 75 foot spacing interval.
3. Contractor to verify exact depths and locations of underground utilities.
4. For bollard installation detail see sheet 9 "Standard Details".
5. Electrical wire information listed on sheet 8 "Wiring Details".
6. Electrical conduit and wire must comply with all local and national codes.
7. Lighting locations are approximate and can be adjusted by the Engineer to avoid utilities or other obstructions during construction.

SIGNED AND DATED

Original Signed By:

Brian Scott Bontrager

Date Original Signed:

08/08/2022

On File With:

City of Moscow

Engineering Division

REVISIONS			
DATE	DRAWN BY	DESCRIPTION	CHK'D BY
Job No.: 124-020			
File Name: paradise pathway lighting.dwg			

PARADISE PATHWAY LIGHTING PROJECT	
PROJECT DETAILS 1	
PROJECT NO. 124-020	

SCALE: 1" = 50'
DATE: 12/15/2020
DRAWN BY: CL
CHK'D BY: NS & SB

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
08/08/2022
On File With:
City of Moscow
Engineering Division

REVISIONS		
DATE	DRAWN BY:	DESCRIPTION

Job No.: 124-020	File Name: paradise pathway lighting.dwg
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PARADISE PATHWAY LIGHTING
PROJECT
PROJECT DETAILS 4
PROJECT NO. 124-020

DATE: 12/15/2020
DRAWN BY: CL
CHK'D. BY: NS

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO

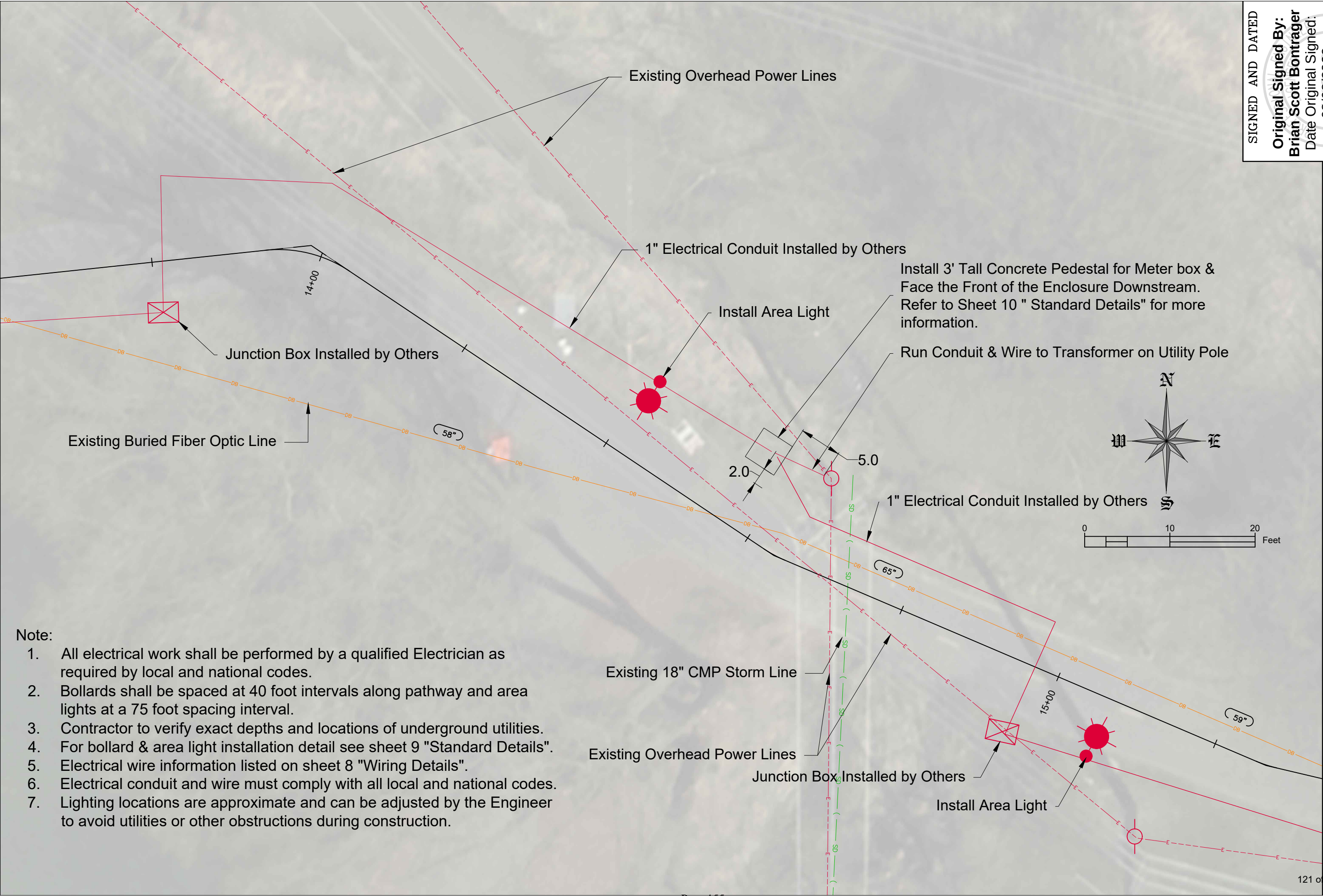
120 of 130

SHEET 6 OF 9

Note:

1. All electrical work shall be performed by a qualified Electrician as required by local and national codes.
2. Bollards shall be spaced at 40 foot intervals along pathway and area lights at a 75 foot spacing interval.
3. Contractor to verify exact depths and locations of underground utilities.
4. For bollard & area light installation detail see sheet 9 "Standard Details".
5. Electrical wire information listed on sheet 8 "Wiring Details".
6. Electrical conduit and wire must comply with all local and national codes.
7. Lighting locations are approximate and can be adjusted by the Engineer to avoid utilities or other obstructions during construction.

SIGNED AND DATED
Original Signed By:
Brian Scott Bontrager
Date Original Signed:



Note:

1. All electrical work shall be performed by a qualified Electrician as required by local and national codes.
2. Bollards shall be spaced at 40 foot intervals along pathway and area lights at a 75 foot spacing interval.
3. Contractor to verify exact depths and locations of underground utilities.
4. For bollard & area light installation detail see sheet 9 "Standard Details".
5. Electrical wire information listed on sheet 8 "Wiring Details".
6. Electrical conduit and wire must comply with all local and national codes.
7. Lighting locations are approximate and can be adjusted by the Engineer to avoid utilities or other obstructions during construction.

SIGNED AND DATED

Original Signed By:
Brian Scott Bontrager
Date Original Signed:
 08/08/2022
On File With:
 City of Moscow
 Engineering Division

REVISIONS			
DATE	DRAWN BY	DESCRIPTION	CHK'D BY
Job No.: 124-020 File Name: paradise pathway lighting.dwg			

SCALE: 1" = 10'	DATE: 12/15/2020	DRAWN BY: CL	CHK'D BY: NS & SB
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PARADISE PATHWAY LIGHTING PROJECT	METER BOX LOCATION DETAILS
PROJECT No. 124-020	

CITY OF MOSCOW	ENGINEERING DIVISION
MOSCOW, IDAHO	



Circuit 1
11 Overhead Light Fixtures
18 Bollards
603 Watts
1500' Length
Wire Gauge Shall Meet National
Electrical Code 310.15.B.16

Connect Electrical System & Circuit Breaker to Meter Located at Utility Pole
Install Junction Box on South Side of Pathway

Circuit 2
18 Overhead Light Fixtures
457.2 Watts
1350' Length
Wire Gauge Shall Meet National Electrical Code 310.15.B.16

SIGNED AND DATED

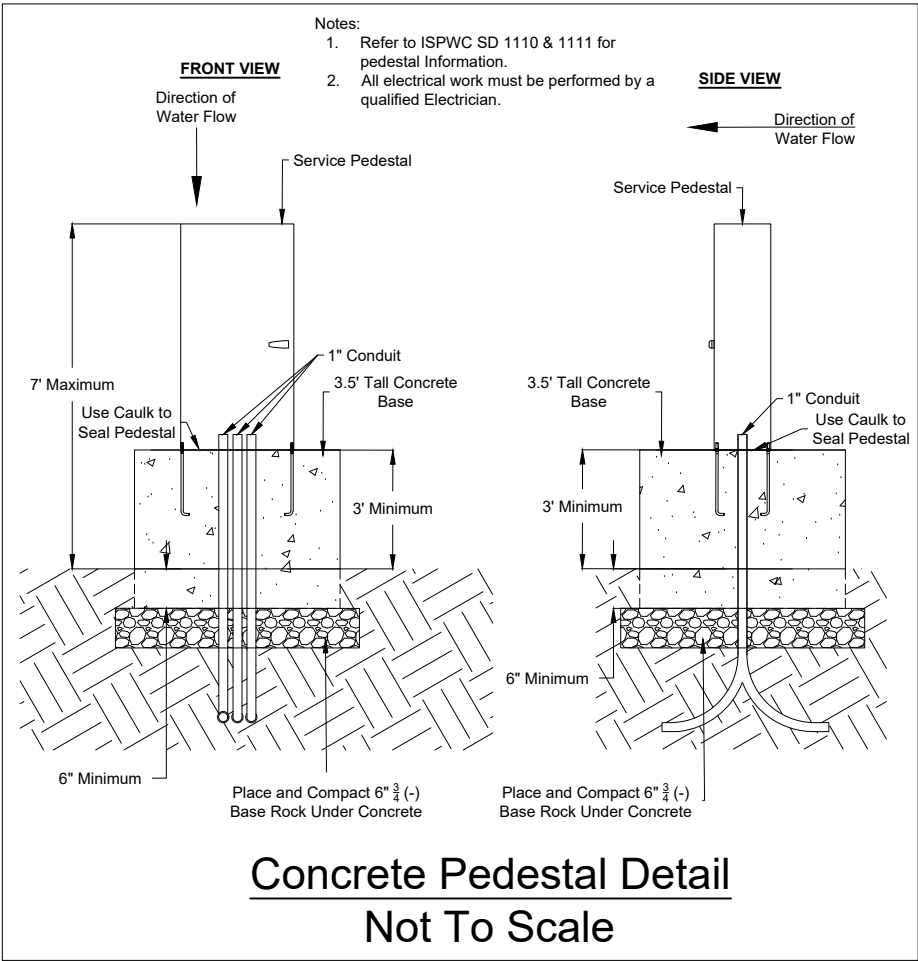
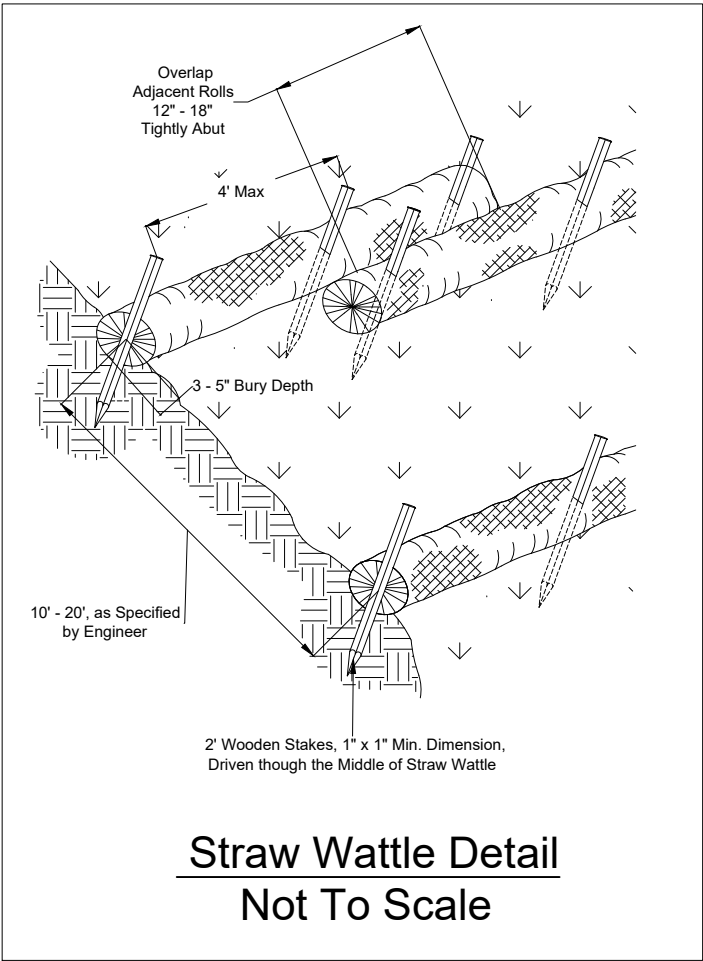
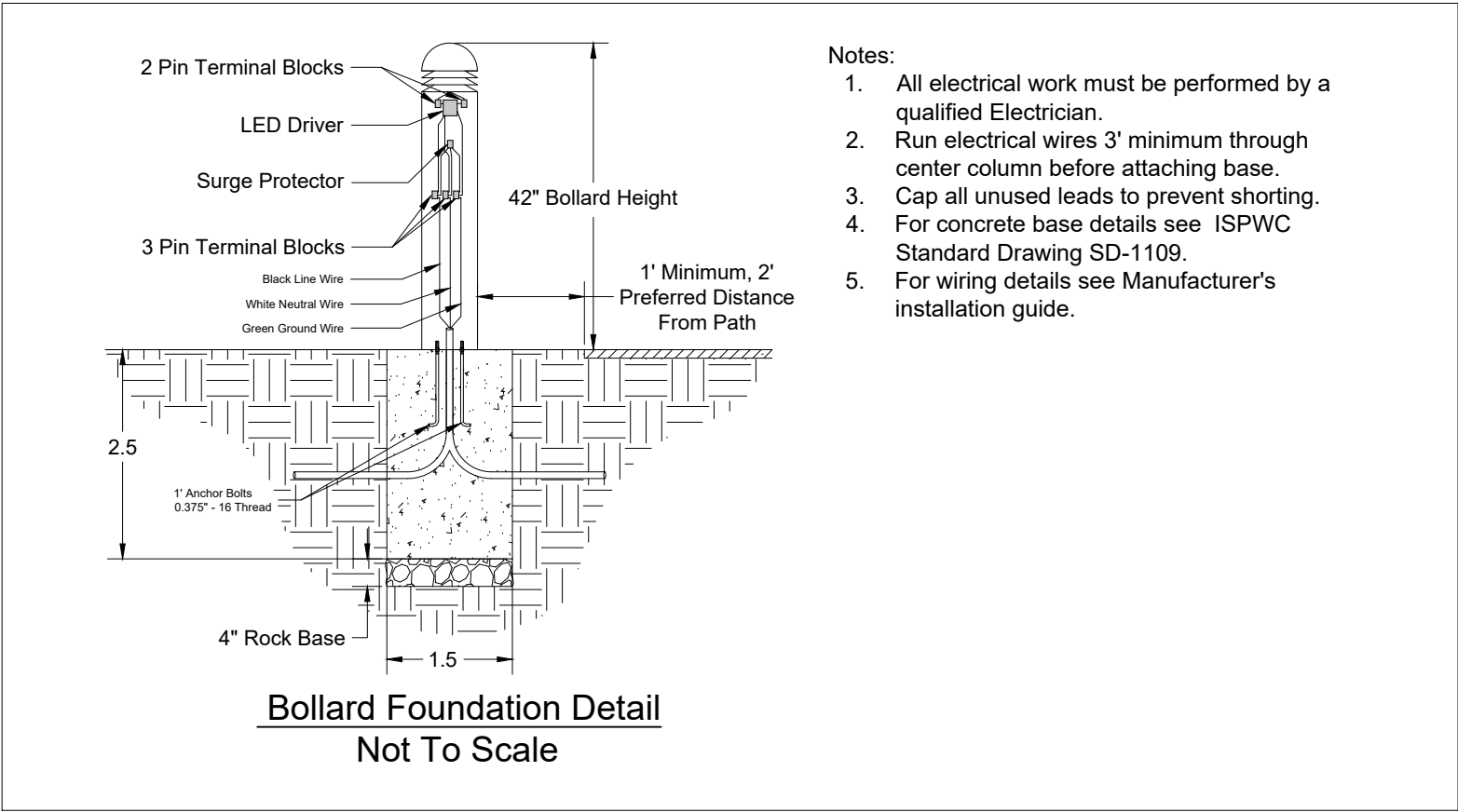
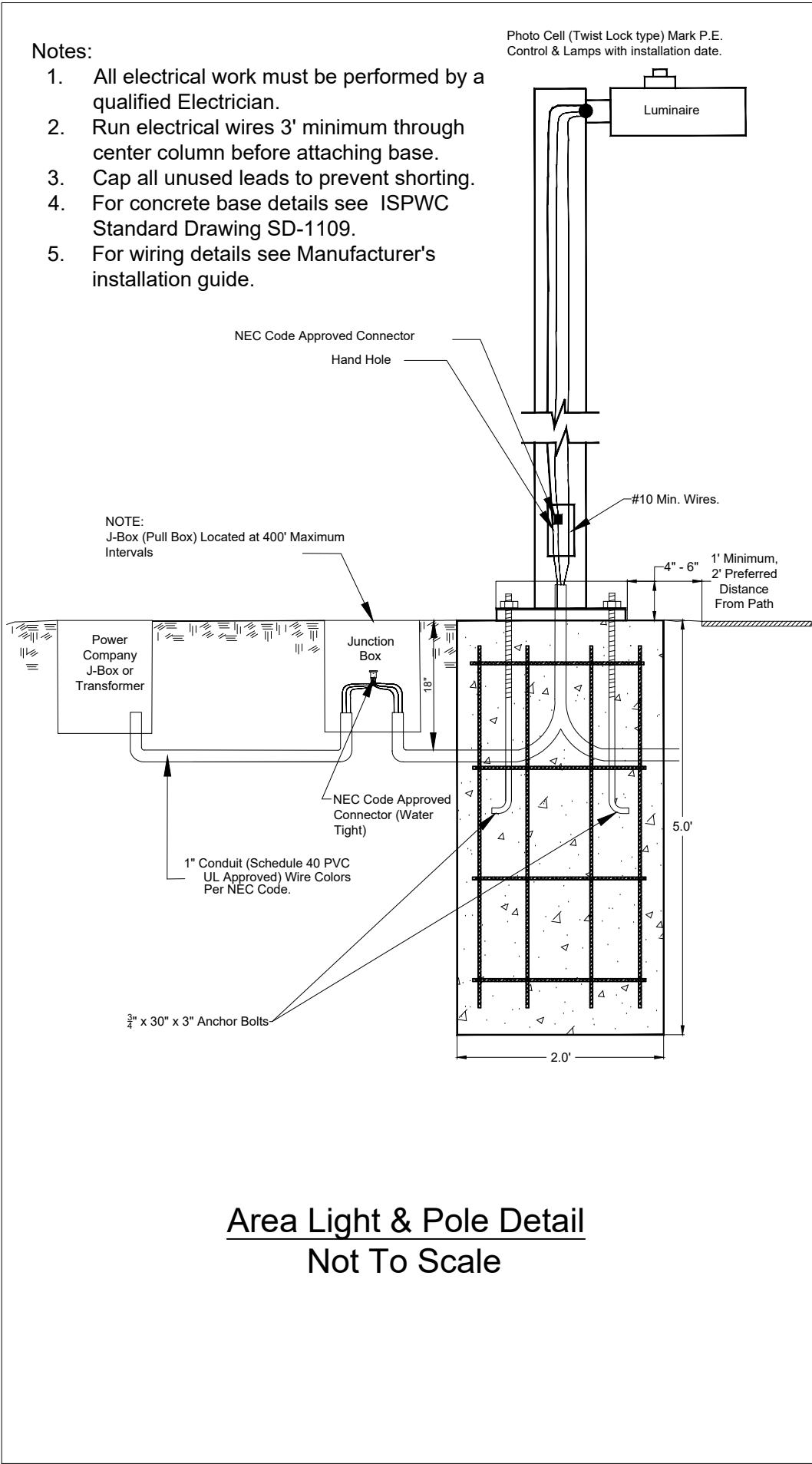
Original Signed By:
Brian Scott Bontrager
Date Original Signed:
08/08/2022
On File With:
City of Moscow
Engineering Division

REVISIONS			
DATE	DRAWN BY	DESCRIPTION	CHK'D BY
Job No.: 124-020			File Name: paradise pathway lighting.dwg

PARADISE PATHWAY LIGHTING
PROJECT
WIRING DETAIL
PROJECT NO. 124-020

SCALE: 1" = 150'
DATE: 12/15/2020
DRAWN BY: CL
CHK'D BY: NS & SB

CITY OF MOSCOW
ENGINEERING DIVISION
MOSCOW, IDAHO



SIGNED AND DATED

Original Signed By:
Brian Scott Bontrager

Date Original Signed:
08/08/2022

On File With:
City of Moscow
Engineering Division

REVISIONS		CHK'D. BY:	DATE	DESCRIPTION

PARADISE PATHWAY LIGHTING PROJECT

STANDARD DETAILS

PROJECT No. 124-020

SCALE: NTS	DATE: 12/15/2020	DRAWN BY: CL	CHK'D. BY: NS & SB

CITY OF MOSCOW

ENGINEERING DIVISION

MOSCOW, IDAHO

123 of 130

SHEET 9 OF 9

File Name: Paradise Pathway Lighting.dwg

Job No.: 124-020

BID PROPOSAL

TO: Mayor and City Council
City of Moscow, Idaho

Date: 8/16/2022

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 PARADISE PATHWAY LIGHTING PROJECT - 2022, (hereinafter "Project"), specified herein and which construction documents are on file with the City Engineer, Paul Mann Building, Moscow, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All Project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. Proposal Guarantee (Bid bond) is not required with bid submittal.
6. The undersigned further agrees that CITY shall have the right to accept or reject any bid which rejection or acceptance is deemed to be in the best interest of CITY.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number 1 through 1 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 022495-AA-4

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.	<u>Strom Electric Inc</u>	<u>Electrical</u>	<u>022495-AA-4</u>	<u>168,764.00</u>
b.	_____	_____	_____	_____
c.	_____	_____	_____	_____
d.	_____	_____	_____	_____
e.	_____	_____	_____	_____

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for PARADISE PATHWAY PROJECT - 2022 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

<u>No.</u>	<u>Item Description</u>	<u>Quantity & Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1 LS	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
2.	Install Electrical Wire	1 LS	\$ <u>14,800.00</u>	\$ <u>14,800.00</u>
3.	Lighted Bollards	18 EA	\$ <u>2,038.00</u>	\$ <u>36,684.00</u>
4.	Overhead Lighting Fixtures W/ Poles	29 EA	\$ <u>3,120.00</u>	\$ <u>91,939.00</u>
5.	Electrical Service Connection	1 EA	\$ <u>7,350.00</u>	\$ <u>7,350.00</u>
6.	Force Account	EST	\$10,000	\$10,000
			Bid Total	\$ <u>168,764.00</u>

Strom Electric Inc

Firm Name of Bidder

James Jtz

Signature of Bidder

Secretary - Treasurer

Official Title

PO Box 370, Troy, ID 83871

Bidders Mailing Address

022495-AA-4

Public Works License No.

Idaho

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Troy, ID

This 16 day of Aug, 2022

August 11, 2022

ADDENDUM NO. 1

City of Moscow Project: PARADISE PATHWAY LIGHTING PROJECT - 2022

Project No. 124-020

The following changes, additions, clarifications, and/or deletions are hereby made a part of Moscow's project PARADISE PATHWAY LIGHTING PROJECT - 2022, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. This addendum, as set forth herein, shall become an integral part of any contract entered into by and between the Owner and the Contractor.

The purpose of this addendum is to substitute the project end date under the IB-13 and add additional specifications under SP-5.

1. INSTRUCTIONS TO BIDDERS: Replace page 15 of 101 with attached Page 15 of 101 titled "IB-13" changing the project end date to May 1, 2023.
2. SPECIAL PROVISIONS: Replace page 98 of 101 with attached page 98 of 101 titled "SP-5" adding additional requirements to the service pedestal in the second paragraph.

In order to allow more time for bidders to make this adjustment the bid date will be extended until **Tuesday August 16, 2022.**

Receipt of ADDENDUM NO. 1 must be acknowledged. This document must be signed and attached to the bid to acknowledge its receipt:

Strom Electric Inc
Firm Name of Bidder

James Arz
Signature of Bidder

Secretary - Treasurer
Title

8/16/22
Date

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

This work shall not begin prior to receipt of Notice to Proceed, and shall be substantially completed no later than May 1, 2023. The work shall be completed within forty (40) 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.

material and workmanship shall conform with the National Electrical Code and shall meet all local codes and requirements of the connecting utility.

Measurement and Payment:

Measurement for OVERHEAD LIGHTING FIXTURES will be per each. 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-4. OVERHEAD LIGHTING FIXTURES.....EA.

SP-5. ELECTRICAL SERVICE CONNECTION

This work shall consist of furnishing, installing, and field testing all materials and equipment necessary to complete the connection to the electrical service line on site in accordance with approved methods, the Plans, and these Specifications. Permits are required for this project and will not be waived. Contractor is responsible for all fees and permits needed for completion of this pay item. Electrical wire and connections shall follow all local and national electrical codes. Wire gauge shall be large enough to accommodate the powering of the entire illumination system with a maximum five (5) percent voltage loss. All wire, connections, circuit breaker, and related equipment will be the responsibility of the Contractor and shall be incidental to this pay item.

The service pedestal shall be constructed of 12 gage zinc coated steel with hood and covers of 14-gauge zinc coated steel and shall include a NEMA Type 3R rainproof enclosure with padlock hasp or as approved by the Engineer. Color of the enclosure shall be white powder coat finish in accordance with ASTM B-117 or as approved by the Engineer. The pedestal must also include a 6-circuit copper bussed interior and a plug-in breaker with each breaker having a minimum 30-amp, 2 pole rating or as approved by the Engineer. The enclosure material shall also be vandal-resistant with side-hinged door and dead front. Factory wiring to be 600 volt rated copper with pressure type terminal required for (No. 8 through No. 2 AWG) wire. The pedestal is required to have a 24-hour timer and photocell to automatically turn off the system during daylight hours.

A minimum three (3) foot tall concrete pad is required at the meter box location, as measured from the ground surface. The intent of the concrete pad is to raise the elevation of the pedestal to a level above the one hundred (100) year floodplain. The concrete pad shall be embedded a minimum six (6) inches into the ground and shall be placed on top of a six (6) inch layer of compacted three-quarter inch minus (3/4"-) crushed rock base. The metered pedestal will be anchored with J bolts to the concrete pad. The center of the meter gauge shall be set a maximum of seven (7) feet above the ground. The metered pedestal shall conform to all national and local codes and be installed according to these Specifications and attached Plans. All base rock, concrete, meter pedestal, related equipment, and associated work will be considered incidental to this pay item.

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Logos Property Development Agreement - Todd Drage

RESPONSIBLE STAFF REVIEWED BY

Todd Drage, Engineering Technician

This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

DESCRIPTION

On June 6, 2016, Logos School filed an application for a Conditional Use Permit (CUP) to construct a school and church on a 30-acre property located at 1515 N. Mountain View Road. The Moscow Board of Adjustment approved the CUP in August of 2016. The CUP detailed that the project would be completed sequentially in the following three phases: 1) public improvements to support the school and church, 2) the school and an assembly space, and 3) a gymnasium and a chapel. On September 9, 2021 the applicant filed to amend the existing CUP in order to modify the phasing of the project. The requested amended phasing entailed constructing the public improvements and a fellowship hall as phase I and II respectively; and, the school, church, and ancillary buildings would be constructed in phase III. The Board of Adjustment approved the amended CUP with the stipulation that, in order for phase I and phase II to be constructed concurrently, a security for the public improvements defined in phase I would need to be in place prior to commencing construction on the phase II fellowship hall. In order to accept said security, a development agreement is necessary to address the construction of the public improvements and the conditions for a security. The agreement included in the packet covers these items.

STAFF RECOMMENDATION

Approve the Development Agreement with Faith Ministries Inc. for the Logos Property development.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement with Faith Ministries Inc. for the Logos Property development.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. DevelopmentAgreement - 1515 Mountain View Rd_final

**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
BETWEEN FAITH MINISTRIES INC.
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN FAITH MINISTRIES INC. AND THE CITY OF MOSCOW, IDAHO (hereinafter "Agreement") is entered into this ____ day of _____, 2022, by and between Faith Ministries Inc., whose address is 110 Baker Street, Moscow, Idaho 83843 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property located within the City of Moscow, 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 Sections 67-6513 and 67-6518; and

WHEREAS, DEVELOPER and CITY believe that, without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the 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 development; and

WHEREAS, DEVELOPER obtained a conditional use permit (CUP) LUP2016-0015, and later obtained an amended conditional use permit LUP2021-0037, which established the Relevant Facts and Conclusions, Relevant Criteria and Standards, and Decision of Conditions for the development of the Affected Property; and

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

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

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

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

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

I. PROPERTY AFFECTED.

This Agreement affects property to be known as:

- A. The Logos Property at 1515 Mountain View Road, being more particularly described as follows:

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, State of Idaho and more particularly described as follows:

Beginning at a brass cap monument marking the North Quarter Corner of said Section 9, from which a brass cap monument marking the Northeast Corner of said Section 9, bears South 89°22'17" East a distance of 2648.74 feet; thence South 89°22'17" East along the North Line of said Section 9, a distance of 140.00 feet to a 5/8 inch rebar with a PLS 9584 cap; thence South 00°37'43" West a distance of 108.53 feet to a 5/8 inch rebar with a PLS 9584 cap; thence North 80°49'46" East a distance of 20.30 feet to a 5/8 inch rebar with a PLS 9584 cap; thence North 00°37'43" East a distance of 105.07 feet to a 5/8 inch rebar with a PLS 9584 cap on the North Line of said Section 9; thence South 89°22'17" East along the North Line of said Section 9 a distance of 834.55 feet to 5/8 inch rebar with a PLS 9584 cap; thence South 00°08'23" West a distance of 1314.96 feet to a 5/8 inch rebar with a PLS 9584 cap on the South Line of the Northwest Quarter of the Northeast Quarter of said Section 9; thence North 89°29'31" West along said South Line a distance of 994.53 feet to a 5/8 inch rebar with a PLS 9584 cap marking the Center-North 1/16 Corner of said Section 9; thence North 00°08'23" East along the North-South Center Section Line a distance of 1317.05 feet to the **Point of Beginning**.

Containing 30.00 Acres, more or less.

- B. Portions of Mountain View Road and Latah County Parcel number RP39N05W043220 which are being Affected by the construction of the Mountain View Road Improvements and Roundabout as defined by the approved engineering plans as shown on Attachment 'A'.

II. PUBLIC IMPROVEMENTS.

DEVELOPER agrees to install, at DEVELOPER's expense, within the Affected Property public improvements and appurtenances required by the Conditional Use Permits and Moscow City Code Sections 5-1-4 and 5-1-5, including, but not limited to:

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in

accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.; and

- B. A Public Street designed to meet CITY minor arterial street standards from Mountain View Road to the southern property line of the Logos Property, including a bridge across Paradise Creek at the northwest corner of the property in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans. The new street will include a south-bound left turn lane for access onto the Logos Property in accordance with approved engineering plans.; and
- C. A Roundabout at the intersection of Mountain View Road and the new Public Street in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans.; and
- D. A sanitary sewer lift station in accordance with CITY Standards duly adopted by Resolution of the City Council, the Design Policies and Procedures utilized for this Development included as Attachment 'B', which is a City of Post Falls policy that has been adopted by the CITY pursuant to this Agreement with some modifications reflected in Attachment B, and in accordance with approved engineering plans.; and
- E. The widening of Mountain View Road to a minimum of twenty-eight (28) feet from Slonaker Drive to the Mountain View Road Roundabout. Widening shall include sufficient width to accommodate a pedestrian corridor along the east/west route from Slonaker Drive to the Mountain View Roundabout to accommodate pedestrian and bicycle traffic in the area in accordance with CITY Standards and in accordance with approved engineering plans.; and
- F. A pedestrian bridge across Paradise Creek from the existing Mountain View Park pathway that runs adjacent to the very southwest corner of the Logos Property in accordance with the Conditional Use Permits, CITY Standards and in accordance with approved engineering plans.

III. TERM.

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

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

IV. CITY'S COVENANT.

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

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

V. DEVELOPER'S COVENANT.

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

The engineering design plans for the sewer lift station have been conditionally approved and will be developed and finalized through the procurement process. DEVELOPER agrees to design to and satisfy the design policies and procedures included as Attachment B to this Agreement and to update the conditionally approved sewer lift station engineering design plans as the civil design, electrical design, telemetry design, package lift station design, and operation and maintenance manuals are completed. Additionally, as the design progresses, DEVELOPER agrees to provide a functional and performance testing procedure and lift station acceptance standards. Such plans, testing procedures, and acceptance standards shall be approved by the Moscow City Engineer prior to beginning the sewer lift station construction; and

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

beginning of the one-year warranty period as described in Section VIII of this Agreement.

VI. SECURITY FOR IMPROVEMENTS.

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

VII. FORM OF SECURITY.

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

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

VIII. WARRANTY.

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

No parkland dedication is being required as a part of this Development.

X. PHASING.

Phasing for the Affected Property is defined in conditional use permit LUP2016-0015 and the amended conditional use permit LUP2021-0037 attached to this Agreement as Attachment 'C' and Attachment "D" respectively. The original and amended CUPs define three (3) proposed phases for the project as follows:

- A. Phase I – includes public street improvements necessary to support the demand as a result of the development. This includes construction of Logos Street and the installation of public improvements and utilities, as described in Phase I of the original phasing plan.
- B. Phase II – includes construction of Fellowship Building and parking areas to accommodate its use. The Fellowship Hall will contain an assembly space, commercial kitchen, and restrooms.
- C. Phase III - includes adding a school building, a regulation sized gymnasium to the east side of the school building, constructing a church, administration building, chapel, the pedestrian bridge (described in Section II.F of this Agreement), and additional parking areas to accommodate the added uses and special event parking.

Per the Amended CUP LUP2021-0037, Phase I and II are proposed to be constructed concurrently. In order for permits to be issued for Phase II, a security must be deposited with the City for the Public Improvements included in Phase I.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

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

XVI. MODIFICATION.

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

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER

Faith Ministries Inc.
110 Baker Street
Moscow, Idaho 83843
Phone: 208-882-1226

CITY

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

XIX. UNDERSTANDING.

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

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

I, Matt Whitling, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Faith Ministries Inc. to this Agreement.

DEVELOPER:

Faith Ministries Inc.

CITY:

City of Moscow, Idaho

Matt Whitling, Logos School Superintendent
Faith Ministries Inc., Registered Agent

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Matt Whitling known to me to be a registered agent of Faith Ministries Inc., the owner of the affected property.

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

(seal)

NOTARY PUBLIC _____

Residing at _____

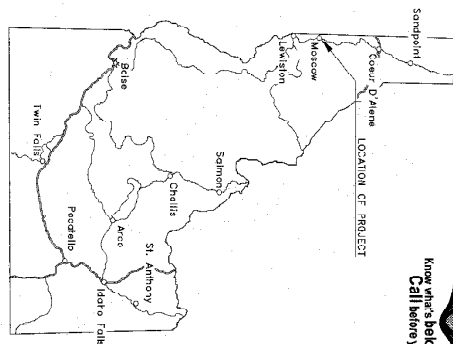
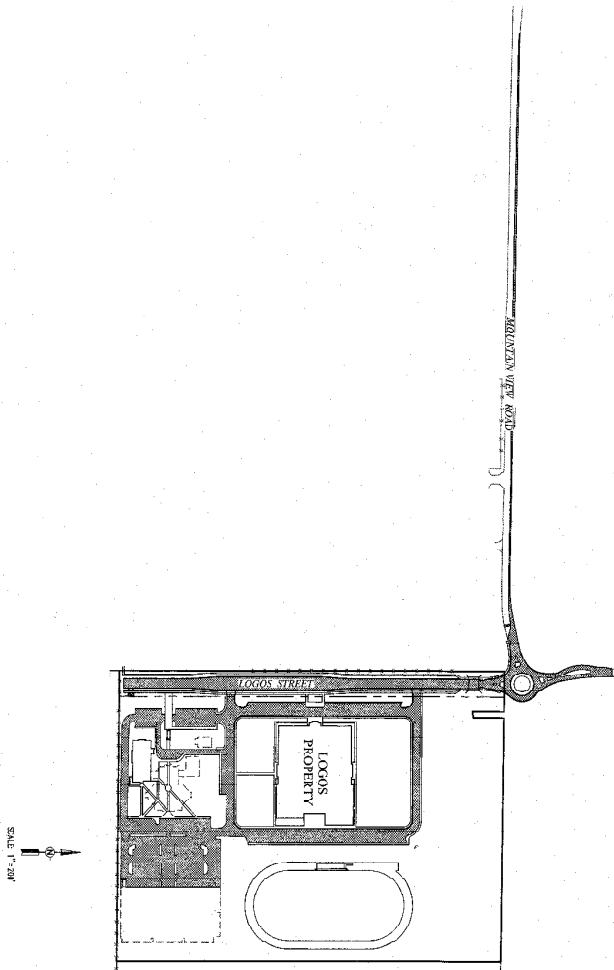
My Commission _____

MOUNTAIN VIEW ROAD IMPROVEMENTS AND ROUNDAABOUT CITY OF MOSCOW LATAH COUNTY, IDAHO

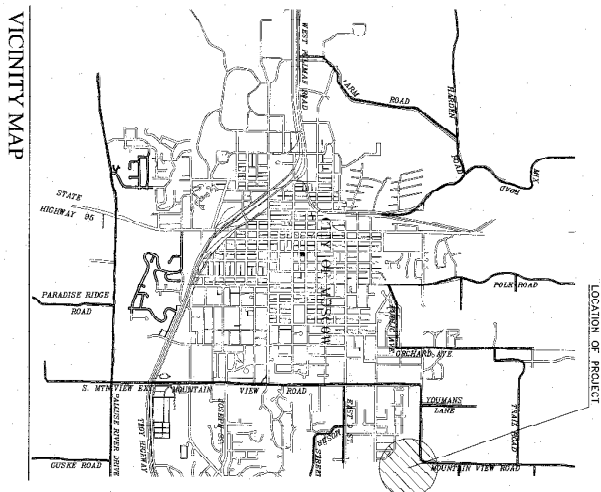
BASIS OF ESTIMATION
THE BASIS OF ESTIMATION FOR THIS PROJECT IS A MANUAL ESTIMATE IN 2011.
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DRAWING INDEX

Sheet Number	Sheet Title
11	COVER SHEET
12	GENERAL NOTES AND DETAILS
13	GENERAL NOTES AND DETAILS
14	GENERAL NOTES AND DETAILS
15	GENERAL NOTES AND DETAILS
16	GENERAL NOTES AND DETAILS
17	GENERAL NOTES AND DETAILS
18	GENERAL NOTES AND DETAILS
19	GENERAL NOTES AND DETAILS
20	GENERAL NOTES AND DETAILS



811
Know what's below.
Call before you dig.



VICINITY MAP

MOUNTAIN VIEW ROAD IMPROVEMENTS AND ROUNDAABOUT

COVER SHEET

LOGOS SCHOOL
MOUNTAIN VIEW ROAD
MOSCOW, IDAHO
(208) 882-1226

Project No.	124
Sheet No.	175
Project Name	MOUNTAIN VIEW ROAD IMPROVEMENTS AND ROUNDAABOUT
City	MOSCOW
County	LATAH
State	IDAHO
Project Location	LOGOS SCHOOL
Project Date	12/1/2011
Project Status	100%



10 of 35
P.O. Box 8728
403 S. Washington Street
Moscow, Idaho 83841
(208) 882-3520

I. SEWAGE PUMP STATION DESIGN POLICIES AND PROCEDURES

The following design policies and procedures are developed to provide guidelines for sewage pump stations designed and built by others for eventual acceptance and operation by the City of Post Falls. Design shall be in accordance with these policies and procedures unless otherwise permitted by the City. Generally, lift stations serving private developments will not be maintained or owned by the City. At the option of the City, the lift station may be located in public right-of-way and dedicated to the City for ownership, operation and maintenance. These are minimum requirements and are subject to City negotiation. State and local regulations, including "Ten State Standards" take precedence. The City may require lift station capacities greater than the size required for an individual project if the flow from the ultimate service area exceeds the needs of the particular area under consideration. The City may participate in the project cost to the extent of the incremental cost of materials for the lift station oversize. Standards will not be lessened for "temporary" facilities.

A. Design Requirements

1. **Pumps.** At least two (2) pump units shall be provided, each capable of handling the expected maximum flow and equipped with a 3 position pump alternator. If the 20-year projected peak hour flow exceeds 500 gpm, at least three (3) pumps shall be provided.
 - a. Pumps shall be capable of passing spheres of at least 3 inches in diameter. Pump suction and discharge openings shall be at least 4 inches in diameter.
 - b. Wet well design shall be such as to avoid solids accumulation on the bottom and to avoid turbulence near the intake. Minimum wet well size shall be 72 inches in diameter or equivalent. Wet wells should be of adequate size for the pumps and future upgraded pumps to serve the ultimate flow projections. Aluminum access hatches (Halliday FI-R) shall be provided at all wet wells and wet well surfaces around the hatches shall be covered in a non-slip finish. All hardware shall be stainless steel.
 - c. Drawdown to pump shut-off (minimum submergence) shall be per pump manufacturer's recommendation and City-approved.
 - d. Valves shall not be located inside the wet well. A valve vault shall be provided with a piping and valve arrangement that allows for back flushing of one pump using the other pump. Check valves shall be swing Ball type with external levers.
 - e. A red LED alarm light shall be provided. The alarm light shall be activated in cases of high water in the wet well. A manual shut-off for the alarm shall be available inside the control panel. The alarm shall not include an audible buzzer.

Flow Meter: magnetic flow meter with 150lb. flanges, 316 stainless steel self-cleaning electrodes, be compatible with wastewater and have the ability to be submerged underwater. Read GPM and display in panel and compatible with city's SCADA system (Wonderware InTouch)



An 8 channel Auto dialer or hard line cellular phone emergency call-out shall be installed. Auto dialer shall include an automatic telephone dialer, with at least eight (8) contacts, four (4) phone number dial-out capability, call-in status check and backup power. Brand shall match existing equipment used by City (Sensaphone 1800). Auto dialer channels shall be designated as listed in Table 1, Section A2.

Telemetry to report back to SCADA via fiber connection.

- g. Submersible pumps shall be readily removable without dewatering the wet well or disconnecting any piping in the wet well. Hydraulic connectors and guide rails shall be provided. Guide rails shall be dual rail stainless steel and provided by pump manufacturer.
- h. Pumps shall be Flygt N-Impeller with mini cass relay, seal failure and thermal failure linked to the PLC. Submersible pumps shall include an effective method to detect shaft seal failure or potential seal failure. The pump control panel shall have seal fail indicator lights for each pump. (Each pump shall be equipped with a mix flush valve)
- 1. Pumps and piping shall be protected from freezing temperatures.
- J. Three-phase electrical service shall be provided.
- k. Primary level control shall be provided by an ultrasonic pressure level transducer (Mercoid #FBLT-25C-IVPP-15-60, *PIN* 100656-12). The pressure transducer shall be linked to the PLC. The transducer with indicating meter and all electronic controls shall be NEMA4 rated and suitable for mounting in the control panel. Backup control via mercury switch activated float switches shall be provided as well. All floats shall be pipe clamp normally open (30 PCNO) SJ electronic floats or wide angle floats where applicable. Floats shall be installed on a float tree. Weighted floats are not acceptable. Spliced cords are not acceptable.
- 1. Elapsed time meter shall be provided inside the panel for each pump. Control panels shall include a light inside the panel which switches on when the panel door is opened.

Use Flygt MultiSmart management system unit screen mounted in front of swing-out panel

- m. At lift stations utilizing variable frequency drives or connected to a 6 Inch or larger force-main a flow meter shall be provided at the discharge. Should all stations have VFD's?
- n. A pressure gauge, with isolation ball valve, shall be provided on each discharge line. The pressure gauges shall be located in the valve vault and viewable from the hatch opening.
- o. Lift stations with a peak pumping capacity of 500 gpm or greater shall be provided with a PLC; Being Allen Bradley.

(Also a back-up PLC)

- p. All valve vault and wet well hardware shall be stainless steel.
- q. All electrical junction boxes shall be explosion proof. The number of junction boxes shall consist of a minimum of one (1) per pump plus one (1) for floats and transducers.

2. **Telemetry System Provisions.** Control panels shall be compatible for future addition of a telemetry control system. The following provisions shall be provided in all control panels:

TABLE 1

<i>Description</i>	<i>Condition</i>	<i>Signal Type</i>	<i>Notes</i>
Power Status (Phase Failure) (Power Loss)	Alarm	Dry Contact (input to telemetry)	
Loss of 120 VAC Control Power	Alarm	Dry Contact (input to telemetry)	
Pump Running	Status	Dry Contact (input to telemetry)	For each pump
Pump H-O-A Switch	Status	Dry Contact (input to telemetry)	For each pump
Wet Well Level Low-Low Alarm	Alarm	Dry Contact (input to telemetry)	Wired to Connect Independent of PLC for Call Out
Wet Well Level High-High Alarm	Alarm	Dry Contact (input to telemetry)	Wired to Connect Independent of PLC for Call Out
Wet Well Level Low (pump off)	Control	Dry Contact (input to telemetry)	For float control
Wet Well Level High (lead pump on)	Control	Dry Contact (input to telemetry)	For float control
Wet Well Level High-High (lag pump on)	Control	Dry Contact (input to telemetry)	For float control
Pump Fail to Run (in auto mode)	Control	Dry Contact (from telemetry)	For each pump
Wet Well Level	Signal	Input to telemetry	From Pressure Trans.
Pump Over temperature (in motor)	Alarm	Dry Contact (input to telemetry)	For each pump
Pump Seal Failure (in motor)	Alarm	Dry Contact (input to telemetry)	For each pump
Generator Running/Not Running	Status	Dry Contact (input to telemetry)	From call in only
Generator Alarm	Alarm	Dry Contact (input to telemetry)	
Generator Fault	Alarm	Dry Contact (input to telemetry)	

- a. Sites shall be laid out to allow for the physical space required for the future telemetry/ fiber connection control panel. Typically, telemetry control panels are approximately 30" wide by 36" high by 12" deep.
- b. The PLC shall be designed to accommodate a future radio or leased line communication system. This will require an additional communication port or module on the PLC. (Each station shall have hard line DSL/Fiber for remote control)

The UPS system installed at the lift station for providing battery backup to the control system should be adequately sized to provide backup power to a future telemetry system. The UPS should be a minimum 600VA. Provisions shall be made so that power failure to the site is registered and the appropriate alarm call is made. The auto dialer and cell phone shall be on a separate circuit/feed from the UPS. A relay shall be provided to trigger an auto dialer call in the event of control power failure.

3. **Emergency Power Supply.** Provisions of an emergency power supply for pumping stations shall include an in-place standby generator with 12 hours fuel storage. Generators shall be manufactured by CAT, Onan or an approved equal. An automatic transfer switch (ATS) shall be provided. The Generator shall be sized to handle peak pumping capacity demands.
4. **Storage.** At least ½ hour of emergency storage shall be provided. Storage shall be calculated from the high alarm level, assuming that peak flows are entering the wet well with both pumps inoperable. (For stations under 500 gpm)
(Stations over 500 gpm may have option for dual force mains)
5. **Force Mains**
 - a. **Size.** The minimum allowable force main size is 4 inches in diameter.
 - b. **Velocity.** At peak pumping capacity, a minimum self-scouring velocity of 3.5 feet per second (fps) should be maintained or provided by automatically cycling two pumps simultaneously. Flushing facilities or cleanouts shall be provided. Velocities in the force main should not exceed 5 fps at peak flow rates.
 - c. **Air Relief Valve and Grade.** An air relief valve should be placed at the necessary high points in the force main to relieve air locking. Air relief valves shall be placed in standard manholes. In no case shall the force main be installed on less than 0.02% grade. All hardware and piping shall be stainless steel. *If the force main requires an air valve DEQ requires a drain in the MH. Air relief valve shall come with maintenance kit for flushing.*
 - d. **Pressure Tests and Material.** All force mains shall be hydrostatically tested at a minimum pressure of at least 160 psi, unless otherwise required by the City Engineer. Force mains shall be constructed of C-900 PVC water

Main.48 hour notification shall be provided to the City prior to any testing

- e. **Cobra Access Points** Force Main Locates. Locating wire, tape and ~~City locating balls~~ (available for purchase from City) shall be placed over all new pipe and fittings, respectively. The location of ~~locating balls~~ shall be noted on as-built drawings.
- f. Isolation Valve. On Forcemains 12" and under a tapered wedge isolation gate valve shall be installed and a plug valve on any line larger than 12" in the force main at a minimum of 500-foot intervals or as required by the City Engineer. ~~Bypass fittings and 6"/8" PT brand cam lock connections should be provided adjacent to all isolation valves.~~ Location wires shall be pulled to the surface at all valve locations (SD 301).
- g. Lining. All ductile iron pipes and/or fittings shall be coated with Protecto 401 or approved equal coating.
- h. External Connection. An external double-valved connection shall be provided adjacent to the wet well to connect an emergency pump discharge directly to the force main. Provide a 6" female aluminum cam- lock for emergency pump connection for lift stations up to 350 gpm and 8" PT brand for larger lift stations. See detail provided in Attachment C.
Bypass connection in valve vault is also acceptable.
1. Force Main Depth. All force mains shall be buried a minimum of 4'-6"^{*} below finish grade elevations or City-approved depth.

6. **Site Details**

- a. Provisions shall be made for lifting pumps out of station without disassembling fittings or lift station structure.
- b. The lift station shall be on dedicated right-of-way or easement with easy all weather access. Minimum site area shall be 75' x 75', with the actual area being sufficient to accommodate all required equipment and access for cleaning, operation and maintenance.
- c. A 2-inch-diameter, non-freeze, post water hydrant and lock with approved cross connection prevention device, 4 feet minimum bury, shall be required within 10 feet of the lift station. Cross connection prevention device shall be reduced pressure principal backflow preventer, located in a hot box style enclosure with a receptacle in the hot box for a plug.
- d. Provided with the hydrant shall be 25' of 2" diameter hose and a 6' valve key.
- e. Lift station access road and 15-foot perimeter around wet well and pump

access port shall include a 6-inch layer of ¾-inch minus gravel over an approved subgrade material, compacted in place. Drainage facilities shall be constructed so that the access road and station are not subject to flooding.

- f. An LED yard light capable of providing adequate light to work on the lift station shall be provided. This light should have a manual switch and shall be wired into the standby generator so it can be used during power outages as well.
- g. A minimum 6-foot-high chain-link fence with ~~3 strand barbed wire~~ shall be placed around all lift stations with a 12-foot gate provided for access. Chain link fences shall include decorative privacy slats or other City-approved sight obscuring objects.
- h. Provide the following Hang Signs:
 - Identification Sign With:
 - a. City Logo
 - b. Facility Name
 - c. Facility Address
 - ~~d. "If the Red Light/Alarm Beacon is On Please Call (208) 773-3571 or 911.~~
 - No Trespassing Sign (1x):
 - a. "Caution- Water Reclamation Pump Station-No Trespassing"
- i. An LED trouble light (Explosion proof/Waterproof), along with 50 feet of retractable cord shall be provided at the control cabinet.
- J. An air scrub unit (Carbtrol 6-2 or approved equal) shall be appropriately sized and included. Air scrub units shall not require the use of a fan. Forced air units should be required on larger stations
- k. Electrical and control panels shall be covered. Covering shall extend 3 feet beyond panels, in any direction. Covering material shall consist of steel roofing on a structure appropriate for local wind and snow loading.

B. Submittal and Review Requirements

1. Upon completion of preliminary design, the consultant shall submit the following to the City for approval:

- a. Three (3) full-size blue line copies of the design which show the following:
- Site layout and easements, public safety equipment in order that the public is protected from injury and/or damage, i.e., insurance limits, signs and barricades, lights, detour routes, excavation limits and other related facilities;
 - cut away of station and wet well showing design elevations;
 - necessary details needed for construction and inspection; and
 - Document electrical panel is accessible and meets City sign code.
- b. General site location outlining service area and point of connection to existing sewer line. All elevations to be on the approved City datum (NAVD **88**). As a minimum, elevations shall be shown at the top of the entrance tube, top of finished surface, pump control stages, pump discharge invert, floor of pump station, wet well invert inflows and discharges, and top of support slab. The force main shall have elevations at all changes in grade and alignment and at the discharge point.
- c. Three (3) copies of construction specifications, including electrical diagram and specific components.
- d. Three (3) copies of complete design calculations which must include the following:
- all design assumptions and parameters including DEQ checklist;
 - pump performance curves, operation and maintenance data, electrical wiring schematic;
 - force main performance curve (head loss and velocity data);
 - Conclusive data showing impact of discharge on existing system; discussion of odor considerations and residence time in force main and influent. Provide bio filter or carbon filters if odors may be a problem;
 - calculations and plans shall be stamped by a Professional Engineer licensed by the State of Idaho, signed and dated;
 - Minimum ½ hour storage capacity during pump failure.

2. Reproducible drawings and three (3) sets of blue line prints of the as-constructed facility shall be submitted to the City within thirty (30) calendar days of completion of the project and prior to City acceptance.

C. Final Acceptance by the City

1. Prior to acceptance of the lift station, the applicant must submit the following:
 - a. Results of testing, inspections and certification by the Engineer that the system passed the tests and that the pumps pump at the rated capacity. Pumps must be tested continuously for a total of at least one half (½) hour. All alarm and control features shall be tested and certified as well. The Pump Startup Reports included in Attachment D should be used. Representatives of the City of Post Falls shall be present for the pump testing procedure. At least 48 hour notice shall be provided to City/utilities div. prior to any testing.
 - b. Dedication of the ownership or easement of the force main and pump station to the City free and clear of all liens and encumbrances. The applicant shall guarantee the constructed system for a period of one year from the date of written acceptance. Any repairs, replacement or system failures will be corrected by the applicant at his expense.
 - c. A bond or other suitable guarantee to cover all maintenance, power, pump replacement and repair costs for one (1) year following written acceptance by the City. Except systems where the initial flow is less than 25% of the design flow, an extended 2-year warranty on the pumps must be provided by the pump supplier. In addition a suitable guarantee shall be provided which states that if odor problems occur at the lift station within the guarantee period, the applicant shall have an odor control system installed at his expense. The odor control system must be approved by the City prior to installation.
 - d. Five (5) paper sets and one (1) electrical (PDF) of as-built drawings with electrical, wiring diagrams, and pump data and approval by the City. (All wires must be tagged on both ends and conduits labeled.)
 - e. A laminated flow diagram of site piping at the control cabinet.
 - f. A laminated set of electrical drawings affixed to the inside door of the electrical cabinet.
 - g. Approval by the Idaho Department of Environmental Quality (DEQ).
 - h. All fees and all City administration, inspection and other costs have been

· paid in full.

1. Five (5) paper copies and one (1) electronic (PDF) of the Operation and Maintenance Manual with pump repair data, electrical schematics, operation manuals for all components, pump test results, photographs of varying stages of construction, and all other pertinent information. The electronic copy shall be book marked with at least the sections identified herein.

- J. Designate areas that require check valves in the service line per Idaho Plumbing code.

- ~~k. Provide spare parts for the lift station as applicable. If the cost of spare Parts exceed 75% of the cost of a pump, a spare pump shall be provided in lieu of spare parts.~~

Final Acceptance
Section C.1.k spare
parts are not required

~~Bearings (1 set)
Mechanical Seal (1 set) may not be ceramic
Pump seats (4x) if pitless adaptor is used
Shaft Sleeve (1x)
Fuses (1 spare for each fuse provided)
Bulbs (1 spare for each bulb provided)
wear rings (1 per pump)
Impeller (1x)~~

Note: Any or all of these policies and procedures may change without notice, and the City may grant variances from the individual policies on a case-by-case basis. Approval of Plans by the City is independent of any other agency approval, and it is the responsibility of the Owner to secure approvals and permits from all other regulatory agencies.

Exhibit A



Idaho's River City

LIFT STATION INSPECTION CHECKLIST

Inspectors: _____ Date: _____

Name of Lift Station: _____

Location: _____

Address: _____

Assigned Lift Station Number: _____

PUMPS

AMP reading recorded at startup: #1 _____ #2 _____ #3 _____

Comments: _____

Motor Data: HP _____ RPM _____ Phase _____ Cycle _____ Volt _____

Comments: _____

Pump Design in gallons per minute: #1 _____ #2 _____ #3 _____

#1, #2 and #3 _____ TDH _____

Comments: _____

Pump performance during startup in gallons per minute: #1 _____ #2 _____

#3 _____ #1, #2 and 3 _____ TDH _____

Comments: _____

Hour Meter Readings: #1 _____ #2 _____ #3 _____

Comments: _____

Pump #1 Running Amps: L1 _____ L2 _____ L3 _____

Pump #2 Running Amps: L1 _____ L2 _____ L3 _____

Pump #3 Running Amps: L1 _____ L2 _____ L3 _____

Motor Nameplate Amps: #1 _____ #2 _____ #3 _____

Motor Nameplate SF Amps: #1 _____ #2 _____ #3 _____

Voltage Taken @ Terminal Block: L1 _____ L2 _____ L3 _____

Actual Wet Well Pump down and fill levels:

High Water: _____

Fill Level: _____

Pump Down: _____

Low Level: _____

Comments: _____

	OPERATION OKAY		
	Yes	No	N/A
Unusual Noise #1 Pump or Motor:	_____	_____	_____
Comments: _____			
Unusual Noise #2 Pump or Motor:	_____	_____	_____
Comments: _____			
Unusual Noise #3 Pump or Motor:	_____	_____	_____
Comments: _____			
Sealed Bearings:	_____	_____	_____
Comments: _____			
Proper Pump Rotation (shaft moves in direction of arrows):	_____	_____	_____
Comments: _____			
CONTROLS			
Pump Alternator Operation:	_____	_____	_____
Comments: _____			
Control Panel components:			
Pump Run Lights:	_____	_____	_____
Hour Meters:	_____	_____	_____
H.O.A.:	_____	_____	_____
Limit Switches:	_____	_____	_____
Alarm Light:	_____	_____	_____
Comments: _____			
Alarm Functions:			
Power Fail:	_____	_____	_____
Control Power Failure:	_____	_____	_____
Low-Low Wet Well:	_____	_____	_____
High-High Wet Well:	_____	_____	_____
Pump Overtemperature:	_____	_____	_____
Pump Seal Failure:	_____	_____	_____
Generator Alarm:	_____	_____	_____
Generator Fault:	_____	_____	_____
Comments: _____			
Heater Operation:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
Telemetry Function at Maintenance Shop:			
Power Fail (alarm):	_____	_____	_____
Control Power Failure (alarm):	_____	_____	_____
Pump Running (status): for each pump	_____	_____	_____
Pump H-O-A Switch (status):	_____	_____	_____
Low-Low Wet Well (alarm):	_____	_____	_____
High-High Wet Well (alarm):	_____	_____	_____
Low Wet Well (pump off, float control):	_____	_____	_____
High Wet Well (lead pump on, float control):	_____	_____	_____
High-High Wet Well (lag pump on, float control):	_____	_____	_____
Pump Fail to Run (in auto mode): for each pump	_____	_____	_____
Wet Well Level (for Ultrasonic level transducer):	_____	_____	_____
Pump Overtemperature (alarm): for each pump	_____	_____	_____
Pump Seal Failure (alarm): for each pump	_____	_____	_____
Generator Running:	_____	_____	_____
Generator Alarm:	_____	_____	_____
Generator Fault (alarm):	_____	_____	_____
Comments: _____			

FACILITIES

Locks:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Electrical:	_____	_____	_____
Fenced Area:	_____	_____	_____
Operation of Entrance Cover: (wet well and valve vault)	_____	_____	_____
Comments: _____			
Operation of Cover Safety Latch: (wet well and valve vault)	_____	_____	_____
Comments: _____			
Disconnect Operation:	_____	_____	_____
Comments: _____			
Auxiliary Generator:			
Plug-in:	_____	_____	_____
Transfer Switch:	_____	_____	_____
12-hour Fuel Storage	_____	_____	_____
Operation:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
Isolation Valve Operation:			
Valve Vault:	_____	_____	_____
Outside:	_____	_____	_____
Comments: _____			
Check Valve Operation:			
Comments: _____			
Odor Control Provisions:			
Comments: _____			
Emergency Bypass:			
Components:	_____	_____	_____
Operation:	_____	_____	_____
Comments: _____			
All nuts and Bolts in Place:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Comments: _____			
All Mechanical Components Installed:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Comments: _____			
Wet Well Piping Proper Size:	_____	_____	_____
Yard Light:	_____	_____	_____
Comments: _____			
Air Release Valve on Discharge:	_____	_____	_____
Comments: _____			
PSI Gauge (viewable from surface with hatch open):	_____	_____	_____
Comments: _____			
Flow Meter (Stations with VFD's only):	_____	_____	_____
Comments: _____			
Hose bib and DCVA:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
ELECTRICAL			
Wiring Schematics for Correlation:	_____	_____	_____
Comments: _____			

Electrical Inspection:	_____	_____	_____
Comments: _____			
Control Panel Enclosures with Appropriate UL Labels:	_____	_____	_____
Comments: _____			
State Electrical Inspection Tag:	_____	_____	_____
Comments: _____			
Date: _____			
GENERAL			
O & M Manuals (5 copies):	_____	_____	_____
Comments: _____			
Warranty:	_____	_____	_____
Comments: _____			
Spare Parts:			
Comments: _____	_____	_____	_____

Debris in Wet Well:	_____	_____	_____
Comments: _____			

Infiltration Points:	_____	_____	_____
Comments: _____			

Cleanliness:	_____	_____	_____
Comments: _____			

General			
Comments: _____			

CERTIFICATIONS

Certification of Installation: The contractor hereby acknowledges that the pump supplied for the referenced project has been installed according to the manufacturer's instructions and recommendations:

Pump Supplier's Representative: _____ Date: _____
With: _____

Certification of Startup: The contractor hereby acknowledges that the pump supplied for the referenced project is capable of operating as specified:

Pump Supplier's Representative: _____ Date: _____
With: _____

Certification of Training: Acknowledgement is hereby made that the Manufacturer's Representative has provided training on the operation and maintenance of the equipment supplied to the referenced project:

Owner / Representative: _____ Date: _____
With: _____

**BEFORE THE BOARD OF ADJUSTMENT
OF THE CITY OF MOSCOW, COUNTY
OF LATAH, STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

**REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
REGARDING A CONDITIONAL USE PERMIT APPLICATION FOR A SCHOOL AND
CHURCH LOCATED AT 1515 N MOUNTAIN VIEW ROAD WITHIN THE MODERATE
DENSITY RESIDENTIAL (R-2) ZONING DISTRICT PER MOSCOW CITY CODE 4-2-
6(D)(4) AND 4-2-6(D)(9).**

WHEREAS, the applicant filed an application for a conditional use permit and variance on June 6, 2016; and

WHEREAS, this matter came before the Moscow Board of Adjustment during a duly noticed public hearing on June 28, 2016 and was tabled until August 2, 2016; and

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

**THE MOSCOW BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW, IDAHO,
AFTER DUE DELIBERATION AND CONSIDERATION, HEREBY CONCLUDES:**

I. RELEVANT FACTS AND CONCLUSIONS

1. The Board of Adjustment considered the request pursuant to the City of Moscow Zoning Code, Comprehensive Plan, and Moscow City Code.
2. Logos School filed an application on June 6, 2016 for a Conditional Use Permit (CUP) for a school and church on a 30-acre property located at 1515 N. Mountain View Road.
3. The applicant's proposal includes a private school campus with a school/gymnasium building with maximum capacity for 520 students and approximately 75 staff members, a church building (chapel) to be used for services and assemblies, playgrounds, an outdoor courtyard, a track and athletic field, retention ponds, open space, and parking lots to serve the uses.
4. The development is proposed to be completed in three phases:
 - a. *Phase I* - includes public street improvements necessary to mitigate impacts generated by the increased traffic demand as a result of the development including construction of a new north-south bound street that will provide the direct access to the school. Also included in Phase I will be the installation of necessary utilities, vehicle circulation within the site including parking for approximately 120 vehicles, and a track and field.

- b. *Phase II* - includes construction of the school building containing classrooms, offices, and an assembly space.
 - c. *Phase III* - includes adding a regulation sized gymnasium to the east side of the school building, constructing a chapel, and additional parking areas to accommodate the added uses and special event parking on the site.
5. Logos School follows the traditional school schedule with school beginning in mid-August and continuing through the end of May. During the summer season from June through mid-August, summer camps, teacher trainings and other similar activities will occur on the site.
 6. The hours of operation during the regular scheduled school days will begin with the arrival of staff at approximately 7:30 a.m. and school starting at 8:15 a.m. The end of the academic day is 3:15 p.m. for students and 4:00 p.m. for staff. Year-round athletic and club practices and games will occur in the afternoons until dusk or later depending on the sport or activity.
 7. The subject property is located within the Moderate Density Residential (R-2) Zoning District, where schools and churches are both conditionally permitted uses.
 8. Properties immediately adjacent to the subject property to the north, south and east are within Latah County and zoned Agriculture/Forestry (AF). Mountain View Park is located directly to the west of the subject property and is currently zoned Farm Ranch (FR).
 9. The maximum height of buildings within the R-2 Zone is thirty-five (35) feet. The applicant applied for a variance to exceed the maximum building height on June 6, 2016, and the Board of Adjustment conducted a public hearing and approved the variance request to allow the school and church to be built to a maximum height of forty-six (46) feet.
 10. Paradise Creek flows through the subject property in the northwest corner. The 100-year floodplain is located on portions of the northwest and southwest corners of the property. All proposed structures are outside of the 100-year floodplain. All infrastructure improvements within the 100-year floodplain will be required to meet MCC 4-5: Flood Hazard Areas.
 11. The applicant has hired a professional wetland scientist to complete a wetland delineation on the subject property. It was determined that there are approximately 6,000 square feet of jurisdictional wetlands on the thirty (30) acre property. The applicant will be required to acquire the proper permits through the U.S. Army Corps of Engineers for any wetlands that require mitigation.
 12. The proposed development will require extension of a public street that connects Mountain View Road (a minor arterial) to the subject property. Mountain View Road will be required to be widened from twenty-four (24) feet in width to twenty-eight (28) feet in width from Slonaker Drive to the proposed roundabout intersection at the northwest corner of the subject property in order to mitigate impacts generated by the increased traffic demand as a result of the development. The Board finds that Staff shall work with the applicant to identify a pedestrian corridor along the east/west route from Slonaker Drive to the subject property to accommodate pedestrian and bicycle traffic in the area.
 13. The applicant proposes to construct a public street from Mountain View Road to the southern property line, including a bridge across Paradise Creek at the northwest corner of the property, which will provide the required street extension for future public right-of-way

connections to 'F' Street (via a future vehicular bridge over Paradise Creek) and eventually further south to connect to 'D' Street per the 2009 Thoroughfare Plan.

14. The new street will be designed to meet minor arterial street standards as adopted by the City. The new street will include a south-bound left turn lane for easy access onto the subject property and for improved service and safety to the public using this roadway.
15. The proposed development will have two dedicated one-way private streets that circle around the school, with one designated as an entry only off of the newly constructed public street and one designated as an exit only. This model is intended to relieve congestion on the public street and will route traffic all the way around the school, providing the ability for cars to queue up on the site during peak drop-off and pick-up times.
16. In order to accommodate pedestrian access to the site via 'F' Street, the proposed development includes construction of a pedestrian bridge across Paradise Creek from the existing pathway that runs adjacent to the very southwest corner of the subject property.
17. South of the subject property, a sewer maintenance road will be constructed connecting the new public street to 'D' Street. The maintenance road will be in the approximate location of the future street extension that will connect to 'D' Street. This maintenance road will also serve as an emergency access road as it provides a secondary access to the site.
18. A new sanitary sewer main is proposed to be extended from the existing main at the end of 'D' Street and a new water main will be extended from the existing main at the end of 'F' Street. The water system shall be extended up to the site in a loop configuration to provide adequate fire flow, redundancy, and protection against poor water quality.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **Is the proposed use a conditionally permitted use within the Zoning District?** Schools and churches are conditionally permitted uses within the R-2 Zone (Moscow City Code 4-2-6(D)(4) and 4-2-6(D)(9)).
2. **Is the proposed use in harmony with the neighborhood and surrounding land uses?** The proposed use will be in harmony with the neighborhood and surrounding land uses. The proposed large open spaces, play areas, sports fields and parking will be congruent with the public park to the west and agricultural fields to the north, east, and south. The school building will be a traditional brick schoolhouse design with Gothic trimmings similar in scope and style to that of the University of Idaho's administration building.
3. **Will the proposed use as approved, or as approved with conditions, generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including but not limited to, noise, dust, glare, vibrations, odors, and the like)?** The proposed use, as approved with conditions, will not generate nuisances that would be injurious

or detrimental to the adjoining properties or the neighborhood. The lighting of the athletic field for a limited number of events will not be in use after 10 p.m. and with the field being located on the east side of the subject property, a significant distance from any nearby residences, this will not cause a nuisance. The detention ponds will be located close to the front of the property near the entrance and exit roadways and not near open play areas. The ponds will have adequate signage and will be enclosed with fencing. The applicant has worked with City staff to mitigate nuisances related to additional traffic loads on Mountain View Road.

4. **Will the location, design, and size of the proposed use be adequately served by existing streets, public facilities and services?** The location, design, and size of the proposed use will be adequately served with the proposed public street improvements and connections to City services for water and sewer. The widening of Mountain View Road from Slonaker Drive to the roundabout intersection will mitigate impacts of the development and maintain the level of service for the current minor arterial classification. The inclusion of a pedestrian route along Mountain View Road will serve pedestrians and bicyclists in the area. The construction of a new minor arterial street in accordance with the 2009 Thoroughfare Plan, and construction of a new pedestrian bridge allowing pedestrian access via 'F' Street to the subject property will allow for the proposed use to be adequately served by public streets and facilities.
5. **Will the proposed use endanger the public health or safety if located where proposed?** The proposed private school campus and church will not endanger the public health or safety if located where proposed. Proposed site improvements provide for accessibility, connectivity and improved safety by providing additional routes for emergency vehicles, wider roadways for safer trips in this area, and a new improved intersection where Mountain View Road will meet the subject property.
6. **Does the proposed use meet all applicable development standards of the Zoning Code?** With approval of the Variance application for exceedance of the building height for the school/gymnasium building accompanying this CUP application, the proposed use meets or exceeds all applicable development standards of the Zoning Code including parking, setbacks and open space.
7. **Will the proposed use be in conflict with the Comprehensive Plan?** The proposed use is not in conflict with the Comprehensive Plan. Education, culture, and the arts are a critical part of Moscow's quality of place. They are also a significant part of the local economy in their own right (Section 6.5.2 Leveraging Existing Assets).

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the City of Moscow Board of Adjustment approves the application for a Conditional Use Permit for a school and church located at 1515 N Mountain View Road, with the following conditions:

1. The water system shall be extended to the site in a loop configuration to provide adequate fire flow, redundancy, and protection against poor water quality;
2. The sewer system shall be extended to the site;

3. The development shall install the public streets as indicated in the adopted Multi-modal Transportation Plan and the proposed road to the development shall be constructed to minor arterial street standards;
4. The proposed road shall be aligned so that a feasible connection to the 'F' Street extension, adjacent to the bridge, can be completed in the future;
5. The developer shall widen Mountain View Road from Slonaker Drive to the proposed intersection to a minimum width of 28 feet (edge of asphalt to edge of asphalt), and work with city staff to identify a pedestrian corridor along the east/west connection from Slonaker Drive to the subject property;
6. The developer shall build the roundabout shown on the site plans submitted for the CUP as opposed to a stop-controlled or signalized intersection; and
7. The pedestrian bridge shown on the site plans submitted for the CUP shall be constructed to provide access across Paradise Creek from the existing pathway to the site.

PASSED BY THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW THE 9th DAY OF AUGUST, 2016.

 9 August
Linda Pall, Vice-Chair
Board of Adjustment 2016

**BEFORE THE BOARD OF ADJUSTMENT
OF THE CITY OF MOSCOW, COUNTY
OF LATAH, STATE OF IDAHO**

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR AN AMENDMENT TO AN EXISTING CONDITIONAL USE PERMIT FOR A SCHOOL AND CHURCH LOCATED AT 1515 N MOUNTAIN VIEW ROAD WITHIN THE MODERATE DENSITY RESIDENTIAL (R-2) ZONING DISTRICT PER MOSCOW CITY CODE 4-3-4.

WHEREAS, the applicant filed application for an amendment to the existing Conditional Use Permit on September 9, 2021; and

WHEREAS, this matter came before the Moscow Board of Adjustment during a duly noticed public hearing on November 17, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The Board of Adjustment considered the request pursuant to the City of Moscow Zoning Code, Comprehensive Plan, and Moscow City Code.
2. Logos School filed an application on June 6, 2016 for a Conditional Use Permit (CUP) for a school and church on a 30-acre property located at 1515 N. Mountain View Road.
3. This matter came before the Moscow Board of Adjustment hearing on June 28, 2016 and was approved with seven conditions:
 1. *The water system shall be extended to the site in a loop configuration to provide adequate fire flow, redundancy, and protection against poor water quality;*
 2. *The sewer system shall be extended to the site;*
 3. *The development shall install the public streets as indicated in the adopted Multi-modal Transportation Plan and the proposed road to the development shall be constructed to minor arterial street standards;*
 4. *The proposed road shall be aligned so that a feasible connection to the 'F' Street extension, adjacent to the bridge, can be completed in the future;*
 5. *The developer shall widen Mountain View Road from Slonaker Drive to the proposed intersection to a minimum width of 28 feet (edge of asphalt to edge of asphalt), and work with city staff to identify a pedestrian corridor along the east/west connection from Slonaker Drive to the subject property;*

- a) *Phase I – includes public street improvements necessary to support the demand as a result of the development. This includes construction of Logos Street and the installation of public improvements and utilities, as described in Phase I of the original phasing plan. This work has begun.*
 - b) *Phase II – includes construction of the Fellowship Building and parking areas to accommodate its use. The Fellowship Hall will contain an assembly space, commercial kitchen, and restrooms. The Fellowship Building will be built while Phase I is being completed.*
 - c) *Phase III – includes adding a school building, a regulation sized gymnasium to the east side of the school building, constructing a church, administration building, chapel, the pedestrian bridge on the southwest corner of the property, and additional parking areas to accommodate the added uses and special event parking. The order of these components will be based upon funding.*
11. Phase I and II are proposed to be constructed concurrently. In order for permits to be issued for Phase II, a security must be deposited with the City for the public improvements included in Phase I which are yet to be constructed.
 12. According to MCC 4-6-2, the parking requirement for churches is one (1) space per 4 seats or 100 inches of bench seating, plus one (1) per 100 square feet for open assembly. The off-street parking requirement for kindergarten, elementary and junior high schools is two (2) space per classroom plus one (1) space for every eight (8) seats in largest assembly area. For high schools the requirement is five (5) space per classroom plus one (1) space for every eight (8) seats in largest assembly area.
 13. The total of required parking for use of the Fellowship Hall proposed in Phase II is 248 parking stalls.
 14. The applicants proposed phasing site plan shows 121 parking stalls provided for Phase I and an additional 177 stalls at Phase II. With Phases I and II to be constructed concurrently, at total of 298 spaces will be available upon completion of the first two phases. This is an adequate number of parking stalls to serve the Fellowship Hall and the Track and Field. As Phase III is constructed, the additional buildings will generate a need for additional parking stalls. The proposed site plan shows 196 additional stalls associated with Phase III. In total, 494 spaces are to be shared between the entire campus at completion.
 15. The development requires extension of a public street that connects Mountain View Road (a minor arterial) to the subject property. Mountain View Road will be required to be widened from twenty-four (24) feet in width to twenty-eight (28) feet in width from Slonaker Drive to the proposed roundabout intersection at the northwest corner of the subject property in order to mitigate impacts generated by the increased traffic demand as a result of the development.
 16. As originally approved, the construction of a public street is required from Mountain View Road to the southern property line, including a bridge across Paradise Creek at the southwest corner of the property, which will provide the required street extension for future public right-of-way connections to 'F' Street (via a future vehicular bridge over Paradise Creek) and eventually further south to connect to 'D' Street per the 2009 Thoroughfare Plan.

17. The new street will be designed to meet minor arterial street standards as adopted by the City. The new street will include a south-bound left turn lane for easy access onto the subject property and for improved service and safety to the public using this roadway.
18. The development will have two dedicated one-way vehicular travel lanes that circle around the school, with one designated as an entry only off of the newly constructed public street and one designated as an exit only. This model is intended to relieve congestion on the public street and will route traffic all the way around the school, providing the ability for cars to queue up on the site during peak drop-off and pick-up times.
19. In order to accommodate pedestrian access to the site via 'F' Street, the development includes construction of a pedestrian bridge across Paradise Creek from the existing pathway that runs adjacent to the very southwest corner of the subject property.
20. A new sanitary sewer main is proposed to be extended from the existing main at the end of 'D' Street and a new water main will be extended from the existing main at the end of 'F' Street. The water system shall be extended up to the site in a loop configuration to provide adequate fire flow, redundancy, and protection against poor water quality.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **Is the proposed use a conditionally permitted use within the Zoning District?** Schools and churches are conditionally permitted uses within the R-2 Zone (Moscow City Code 4-3-4).
2. **Is the proposed use in harmony with the neighborhood and surrounding land uses?** The proposed use will be in harmony with the neighborhood and surrounding land uses. The proposed large open spaces, play areas, sports fields and parking will be congruent with the public park to the west and agricultural fields to the north, east, and south. The phasing amendment does not change the nature of what is approved, only the timing of the buildings being constructed.
3. **Will the proposed use as approved, or as approved with conditions, generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including but not limited to, noise, dust, glare, vibrations, odors, and the like)?** The proposed use, as approved with conditions, will not generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood. The amendment to the phasing plan will not change the nature of the approved Conditional Use Permit.
4. **Will the location, design, and size of the proposed use be adequately served by existing streets, public facilities and services?** The location, design, and size of the proposed use will be adequately served with the proposed public street improvements and connections to City services for water and sewer. The widening of Mountain View Road from Slonaker Drive to the roundabout intersection will mitigate impacts of the development and maintain the level of service for the current minor arterial classification. The inclusion of a pedestrian route along

Mountain View Road will serve pedestrians and bicyclists in the area. The construction of a new minor arterial street in accordance with the 2019 Thoroughfare Plan, and construction of a new pedestrian bridge allowing pedestrian access via 'F' Street to the subject property will allow for the proposed use to be adequately served by public streets and facilities. The change to the phasing plan does not create an additional demand for streets, public facilities and services. The site will be adequately served by the approved Conditional Use Permit requirements.

5. **Will the proposed use endanger the public health or safety if located where proposed?** The private school campus and church, as approved, will not endanger the public health or safety if located where proposed. The site improvements provide for accessibility, connectivity and improved safety by providing additional routes for emergency vehicles, wider roadways for safer trips in this area, and a new improved intersection where Mountain View Road will meet the subject property. The change to the phasing plan does not change the what is approved only the sequence of the buildings being constructed.
6. **Does the proposed use meet all applicable development standards of the Zoning Code?** With approval of the Variance application for exceedance of the building height for the school/gymnasium building accompanying this CUP application, the proposed use meets or exceeds all applicable development standards of the Zoning Code including parking, setbacks and open space.
7. **Will the proposed use be in conflict with the Comprehensive Plan?** The proposed use is not in conflict with the Comprehensive Plan. Education, culture, and the arts are a critical part of Moscow's quality of place. They are also a significant part of the local economy in their own right.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the City of Moscow Board of Adjustment approves the amendment to the phasing plan for the Conditional Use Permit for a school and church located at 1515 N Mountain View Road, with one condition:

1. In accordance with M.C.C. 4-8-4(H) and M.C.C. 4-8-4(I), the term of approval of the Conditional Use Permit shall not exceed two (2) years from the date of the final decision with the ability to apply for an additional two (2) year extension prior to expiration.

PASSED BY THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW THE 29 DAY
OF NOVEMBER, 2021.



Mark Monson, Vice-Chair
Board of Adjustment

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Edington 1st Addition Development Agreement - Todd Drage

RESPONSIBLE STAFF REVIEWED BY

Todd Drage, Engineering Technician

This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

DESCRIPTION

BBC LLC, has submitted to the City a final plat for the development of a property south of Palouse River Drive and the University of Idaho Arboretum. On June 7, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Edington 1st Addition and will be presented for City Council approval on Tuesday, September 6, 2022. If the final plat is approved, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items.

STAFF RECOMMENDATION

Approve the Development Agreement with BBC LLC for Edington 1st Addition.

PROPOSED ACTIONS

ACTION: Approve the Development Agreement with BBC LLC for the Edington 1st Addition.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. DevelopmentAgreement - Edington Addition_final

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

THIS DEVELOPMENT AGREEMENT BETWEEN BBC LLC AND THE CITY OF MOSCOW, IDAHO (hereinafter “Agreement”) is entered into this _____ day of _____, 2022, by and between BBC LLC, a limited liability company of the State of Idaho, whose address is 4930 Lenville Road, Moscow, Idaho, 83843 (hereinafter “DEVELOPER”), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”);

W I T N E S S E T H :

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

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

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

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

WHEREAS, DEVELOPER and CITY entered into a Memorandum of Agreement (MOA) in May, 2021 to establish improvements to Conestoga Street and West Palouse River Drive as described in said MOA which has been included as Attachment “A” of this Agreement.

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

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

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

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

I. PROPERTY AFFECTED.

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

THAT PORTION OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS INSTRUMENT NO. 616561, RECORDS OF LATAH COUNTY, SITUATE IN GOVERNMENT LOTS 1 AND 2, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., LATAH COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, SAID POINT BEING SOUTH 87°09'26" WEST A DISTANCE OF 2700.96 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 19, THENCE SOUTH 00°04'50" EAST A DISTANCE OF 405.30 FEET ALONG THE WEST LINE OF SAID SECTION 19 TO A POINT ON THE CENTERLINE OF SAND ROAD, SAID POINT ALSO BEING ON THE NORTH LINE OF AFOREMENTIONED PARCEL OF LAND DESCRIBED IN WARRANTY DEED INSTRUMENT NO. 610270, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SAID NORTH LINE THE FOLLOWING TEN (10) COURSES:

- 1) ALONG SAID CENTERLINE SOUTH 85°50'16" EAST A DISTANCE OF 46.20 FEET;
- 2) DEPARTING SAID CENTERLINE SOUTH 03°51'00" WEST A DISTANCE OF 19.40 FEET;
- 3) SOUTH 38°25'29" EAST A DISTANCE OF 160.48 FEET;
- 4) SOUTH 80°57'11" EAST A DISTANCE OF 287.68 FEET;
- 5) SOUTH 75°52'29" EAST A DISTANCE OF 261.59 FEET;
- 6) NORTH 87°12'26" EAST A DISTANCE OF 441.17 FEET;
- 7) SOUTH 09°19'41" EAST A DISTANCE OF 515.84 FEET;
- 8) SOUTH 61°52'11" EAST A DISTANCE OF 321.34 FEET;
- 9) SOUTH 84°42'05" EAST A DISTANCE OF 451.15 FEET;
- 10) SOUTH 80°34'48" EAST A DISTANCE OF 767.45 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 19;

THENCE ALONG SAID EAST LINE SOUTH 00°01'45" WEST A DISTANCE OF 425.32 FEET

THENCE DEPARTING SAID EAST LINE NORTH 89°58'15" WEST A DISTANCE OF 22.68 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT BEARS SOUTH 00°01'45" WEST A DISTANCE OF 20.00 FEET, A CENTRAL ANGLE OF 77°23'20", THE CHORD OF WHICH BEARS SOUTH 51°20'06" WEST A DISTANCE OF 25.01 FEET, AND AN ARC DISTANCE OF 27.01 FEET;

THENCE SOUTH 12°38'26" WEST A DISTANCE OF 131.61 FEET;
THENCE NORTH 80°57'09" WEST A DISTANCE OF 70.14 FEET;
THENCE NORTH 52°13'31" WEST A DISTANCE OF 146.54 FEET;
THENCE NORTH 64°26'54" WEST A DISTANCE OF 59.43 FEET;
THENCE NORTH 33°32'57" WEST A DISTANCE OF 144.84 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT BEARS SOUTH 56°27'03" WEST A DISTANCE OF 100.00 FEET, A CENTRAL ANGLE OF 47°04'33", THE CHORD OF WHICH BEARS NORTH 57°05'14" WEST FOR A DISTANCE OF 79.87 FEET, AN ARC DISTANCE OF 82.16 FEET;

THENCE NORTH 80°37'30" WEST A DISTANCE OF 137.76 FEET;
THENCE NORTH 75°30'12" WEST A DISTANCE OF 44.81 FEET;
THENCE NORTH 80°37'30" WEST A DISTANCE OF 101.01 FEET;
THENCE NORTH 83°38'48" WEST A DISTANCE OF 60.02 FEET;
THENCE NORTH 84°33'47" WEST A DISTANCE OF 259.61 FEET;
THENCE NORTH 79°22'20" WEST A DISTANCE OF 44.21 FEET;
THENCE NORTH 84°33'47" WEST A DISTANCE OF 104.98 FEET;
THENCE SOUTH 05°21'58" WEST A DISTANCE OF 26.86 FEET;
THENCE NORTH 84°38'02" WEST A DISTANCE OF 112.78 FEET TO THE BEGINNING OF A
TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT, WITH A RADIUS THAT BEARS
NORTH 05°25'48" EAST A DISTANCE OF 282.00 FEET, A CENTRAL ANGLE OF 26°51'15",
THE CHORD OF WHICH BEARS NORTH 71°08'34" WEST FOR A DISTANCE OF 130.97 FEET,
AN ARC DISTANCE OF 132.17 FEET;

THENCE NORTH 57°42'57" WEST A DISTANCE OF 306.37 FEET TO THE BEGINNING OF A
TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT, WITH A RADIUS THAT BEARS
NORTH 32°17'03" EAST A DISTANCE OF 282.00 FEET, A CENTRAL ANGLE OF 43°18'55",
THE CHORD OF WHICH BEARS NORTH 36°03'29" WEST FOR A DISTANCE OF 208.15 FEET,
AN ARC DISTANCE OF 213.19 FEET;
THENCE NORTH 14°24'02" WEST A DISTANCE OF 12.51 FEET;
THENCE SOUTH 75°35'58" WEST A DISTANCE OF 61.65 FEET;
THENCE NORTH 42°19'15" WEST A DISTANCE OF 321.05 FEET;

THENCE NORTH 52°22'33" WEST A DISTANCE OF 117.03 FEET TO THE BEGINNING OF A
NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT
BEARS SOUTH 42°25'39" EAST A DISTANCE OF 65.00 FEET, A CENTRAL ANGLE OF
7°44'58", THE CHORD OF WHICH BEARS SOUTH 43°41'52" WEST FOR A DISTANCE OF 8.78
FEET, AN ARC DISTANCE OF 8.79 FEET;

THENCE SOUTH 39°49'22" WEST A DISTANCE OF 61.71 FEET TO A POINT ON THE
NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY
DEED RECORDED AS INSTRUMENT NO. 580937, RECORDS OF LATAH COUNTY;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING TWO (2)
COURSES:

NORTH 42°59'48" WEST A DISTANCE OF 536.43 FEET;
NORTH 38°33'29" WEST A DISTANCE OF 145.44 FEET TO A POINT ON THE WEST LINE OF
SAID SECTION 19;

THENCE ALONG SAID WEST LINE NORTH 00°04'50" WEST A DISTANCE OF 127.18 FEET
TO THE **POINT OF BEGINNING**.

CONTAINING: 1,181,925 SQUARE FEET OR 27.13 ACRES OF LAND, MORE OR LESS.

II. PUBLIC IMPROVEMENTS.

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

- A. Water mains, valves, fire hydrants, water services, sanitary sewer mains and stubs, storm sewer mains and stubs, storm water detention facilities, street lighting, franchise utilities, erosion control, streets, paving, curbs, traffic control devices (to include but not be limited to stop signs and street signs), and sidewalks; all in accordance with CITY Standards duly adopted by Resolution of the City Council and in accordance with approved engineering plans; and
- B. Construction of the extension of Conestoga Street as described in Attachment "A", all in accordance with CITY Standards and in accordance with approved engineering plans. DEVELOPER shall be entitled to reimbursement from CITY as described in Section 2 of Attachment "A"; and
- C. Frontage improvements to the south side of Palouse River Drive from the intersection with Conestoga Street continuously extended to US 95/South Main Street as described in Attachment "A", all in accordance with CITY Standards and in accordance with approved engineering plans; and
- D. A sanitary sewer lift station in accordance with the Design Policies and Procedures utilized for this Development included as Attachment 'B', which is a City of Post Falls policy that has been adopted by the CITY pursuant to this Agreement with some modifications reflected in Attachment B, CITY Standards, and in accordance with approved engineering plans.

III. TERM.

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

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

IV. CITY'S COVENANT.

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

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

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

V. DEVELOPER'S COVENANT.

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

The engineering design plans for the sewer lift station have been conditionally approved and will be developed and finalized through the construction process. DEVELOPER agrees to design to and satisfy the design policies and procedures included as attachment B to this Agreement and to update the conditionally approved sewer lift station engineering design plans as the civil design, electrical design, telemetry design, and operation and maintenance manuals are completed. Additionally, as the design progresses, DEVELOPER agrees to provide a functional and performance testing procedure and lift station acceptance standards. Such plans, testing procedures, and acceptance standards shall be approved by the Moscow City Engineer prior to beginning the sewer lift station construction; and

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

VI. SECURITY FOR IMPROVEMENTS.

In lieu of DEVELOPER's construction and installation of all public improvements required herein, and CITY'S acceptance of such for ownership and maintenance, CITY agrees that, upon receipt of the adequate security described in Moscow City Code Section 5-1-10, it will issue building permits (upon payment of all CITY development fees and satisfaction of Moscow City Code requirements) for DEVELOPER's development. If DEVELOPER

fails to complete installation of the public improvements as required by CITY within twelve (12) months from the date of the issuance of the first building permit in the development, CITY may utilize the security and cause the improvements to be made 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 twelve (12) months from the issuance of the first building permit in the development, CITY may claim the security and complete the said improvements using the security. The amount of the security may, from time to time, be modified as deemed appropriate by the City Engineer as conditions warrant.

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

VIII. WARRANTY.

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.

- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION.

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

Based on the final plat, the total parkland dedication requirement for the Edington 1st Addition is 40,974 square feet (0.94 acres). Because of the close proximity to the City's Palouse River Drive park property, this parkland dedication has been deferred to a future addition of the Edington Development.

X. PHASING.

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

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

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

All proposed phasing of this development has been submitted and approved of prior to the execution of this Agreement and shall not be modified unless agreed in writing and

specifically approved by the City Council. Separate construction plans and specifications shall be prepared and shall be submitted for each Phase of this subdivision.

XI. AS-CONSTRUCTED DRAWINGS.

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

XII. FAILURE TO COMPLY.

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER.

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

XIV. OCCUPANCY.

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

XV. VENUE AND ATTORNEY FEES.

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

XVI. MODIFICATION.

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

XVII. COVENANTS TO RUN WITH LAND.

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

XVIII. NOTICES.

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

DEVELOPER

BBC LLC.
4930 Lenville Road
Moscow, Idaho, 83843

CITY

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

XIX. UNDERSTANDING.

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

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

I, Andrew Crapuchettes, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind BBC LLC to this Agreement.

DEVELOPER:

BBC LLC

CITY:

City of Moscow, Idaho

Andrew Crapuchettes, Manager

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Andrew Crapuchettes known to me to be a Registered Agent of BBC LLC., the owner of the affected property.

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

(seal)

NOTARY PUBLIC _____
Residing at _____
My Commission _____

NO. 615349
 AT THE REQUEST OF
 CITY OF MOSCOW
 DATE & HOUR
 5.26.2021 10:30
 HENRIANNE E. HENRIANNE
 LATAH COUNTY RECORDER
 FEE \$ 0 BY [Signature]

**MEMORANDUM OF AGREEMENT BETWEEN
BBC LLC AND CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF AGREEMENT BETWEEN BBC LLC AND CITY OF MOSCOW, IDAHO ("MOA") is entered into effective the date of the last signature, by and between City of Moscow, Idaho a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 ("CITY") and BBC LLC, a limited liability company of Idaho, PO Box 8525, 4930 Lenville Road, Moscow, Idaho 83843 ("BBC LLC").

WITNESSETH

WHEREAS, CITY's Hamilton Dream Team identified the need for additional athletic playfields in the community and in 2002, the City purchased a 44-acre property specifically for the development of playfields, known as the West Palouse River Drive Ball Fields Project; and

WHEREAS, in 2011, the cost to develop the playfields project and the infrastructure surrounding the playfields was estimated to be over \$7.5 million, which included extending Conestoga Street, widening West Palouse River Drive, adding an irrigation system utilizing effluent from CITY's Water Reclamation and Reuse Facility, and the cost to develop the playfields, the City Council determined that the project was cost prohibitive at that time; and

WHEREAS, in 2016 the Moscow School District Community Playfields (located at Joseph Street and Mountain view Road) were opened as a joint project of the CITY and Moscow School District; and

WHEREAS, CITY retained the Palouse River Drive property for future playfield development; and

WHEREAS, CITY received a request from BBC LLC requesting financial participation with a proposed extension of Conestoga Street and the accompanying bridge construction, which would provide public access to CITY's 44-acre West Palouse River Drive property as well as to property owned by BBC LLC; and

WHEREAS, CITY has identified a major challenge area in its strategic plan to address a shortage of affordable housing opportunities within city limits and wishes to encourage BBC LLC to provide housing that would help address the current housing shortage and need for affordable housing; and

WHEREAS, City Council has previously recognized its obligation to extend Conestoga Street through its 44-acre West Palouse River Drive Ball Fields property, and the roadway extension and the resulting access and utility extension to the City's property is a fundamental element needed for the future development of the playfield facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOA, CITY and BBC LLC agree as follows:

SECTION 1: COOPERATION

BBC LLC enters into this Agreement of BBC LLC's own free will and accord, without coercion, without inducement, and at BBC LLC's request. CITY has not made any promises to BBC LLC other than the terms as detailed in this MOA. CITY and BBC LLC are jointly committed to the public improvements identified herein.

SECTION 2: CITY RESPONSIBILITIES

1. CITY agrees to contribute toward the construction of the extension of Conestoga Street to extend from Palouse River Drive to the southern property boundary of the City's playfield property, see Attachment 'A', as follows:
 - a. CITY shall reimburse no more than fifty percent (50%) of the actual cost of construction of the Conestoga Street extension improvements, which shall not exceed a total amount of One Million Seventy-Eight Thousand Two Hundred and Ten Dollars (\$1,078,210) unless otherwise approved by CITY in writing.
 - b. Subject to the amounts and limitations contained in paragraph a. of this section, CITY's contribution will only be utilized to reimburse BBC LLC for the following:
 - bridge construction
 - roadway construction
 - curbing
 - sidewalk on the east side
 - 10' wide asphalt pedestrian pathway on the west side
 - water mains
 - water hydrants
 - sewer mains
 - sewer manholes
 - stormwater catch basins
 - stormwater mains
2. CITY's contribution for the Conestoga Street extension improvements shall not be disbursed until completion of the Conestoga Street extension, bridge, and improvements to West Palouse River Drive and acceptance of said improvements by CITY.

SECTION 3: BBC LLC RESPONSIBILITIES

1. BBC LLC agrees to construct, at BBC LLC's expense, the frontage improvements to the south side of West Palouse River Drive to include installation of curbing, sidewalk and roadway widening to improve West Palouse River Drive to thirty-four (34) feet in width from the intersection with Conestoga Street and continuously extending to US 95/South Main Street.
2. BBC LLC agrees to furnish to CITY, at BBC LLC's expense, engineering design plans (for the 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.
3. BBC LLC agrees that BBC LLC shall construct the public improvements described in Section 3 of this Agreement, by December 31, 2022.

4. All 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 public improvements (i.e., warranty period).
5. BBC LLC shall be responsible, at its sole expense, for correcting any and all deficiencies which occur within the one (1) year warranty period.

SECTION 4: TERM

This MOA shall take effect when both parties have signed it and shall remain in full force and effect in accordance with all of its terms and conditions as stated herein.

SECTION 5: GENERAL PROVISIONS

1. Indemnification. BBC LLC 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 BBC LLC, BBC LLC'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..
2. Insurance. BBC LLC shall not commence work until proof of insurance is provided that is sufficient for the work to be completed under this Agreement. Each policy and/or certificate of insurance shall list CITY as an additional insured and shall have a provision on the policy 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 not less than fifteen (15) days prior to such action.
3. 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. BBC LLC may not subcontract or assign its rights or duties arising hereunder, other than as provided herein, without the prior written consent and express authorization of CITY.
4. No Joint Venture and No Joint Powers Agreement. Nothing contained in this MOA shall be in any way construed as creating, expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship or in any manner have agreed to or

are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOA.

5. No Employer-Employee or Agency Relationship. The Parties warrant by their signatures that no employer-employee or agency relationship is established between BBC LLC and CITY by the terms of this Agreement.
6. Interpretation. This MOA shall be deemed and construed to have been prepared mutually by each Party and any uncertainty or ambiguity existing therein shall not be construed against any Party.
7. Compliance with Laws. BBC LLC 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 agreement. No pleas of misunderstanding or ignorance on the part of the BBC LLC will in any way serve to modify the provisions of this requirement.
8. Jurisdiction and Venue. This MOA shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning this MOU, venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
9. 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.
10. Notice. All communication or notification to be given pursuant to this MOA shall be given to the following:

Notice to BBC LLC: Richard C. Beebe, Jr., Manager PO Box 8525 4930 Lenville Road Moscow, ID 83843	Notice to CITY: Moscow City Supervisor PO Box 9203 206 East Third Street Moscow, ID 83843-1703
---	--
11. Complete Agreement. This MOA constitutes the entire expression of intent and agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.
12. Amendments. The terms of this MOA may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within sixty (60) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the

amendment. Any amendment shall be in writing, shall refer specifically to this MOA, and shall be executed by both Parties.

IN WITNESS WHEREOF, BBC LLC and CITY, by and through their respective officials designated below, have signed this MOA on the date following their respective signatures.

BBC LLC**CITY OF MOSCOW**


Richard C. Beebe, Jr.
Manager

5/24/21
Date



Bill Lambert
Mayor

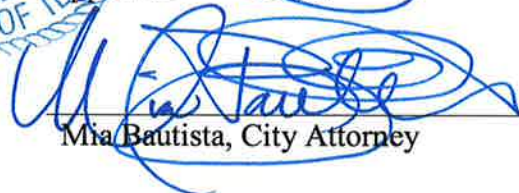
05/25/2021
Date

ATTEST:




Laurie M. Hopkins, City Clerk

Approved as to Form:

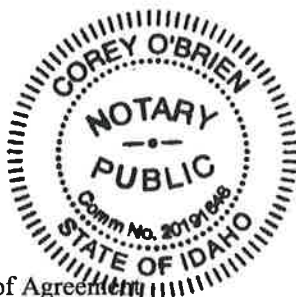


Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 24th day of May, 2021, before me, a Notary Public in and for said State, appeared Richard C. Beebe, Jr., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative of BBC LLC.




Notary Public for the State of Idaho
Residing at Moscow
My commission expires 8/15/2025

615349

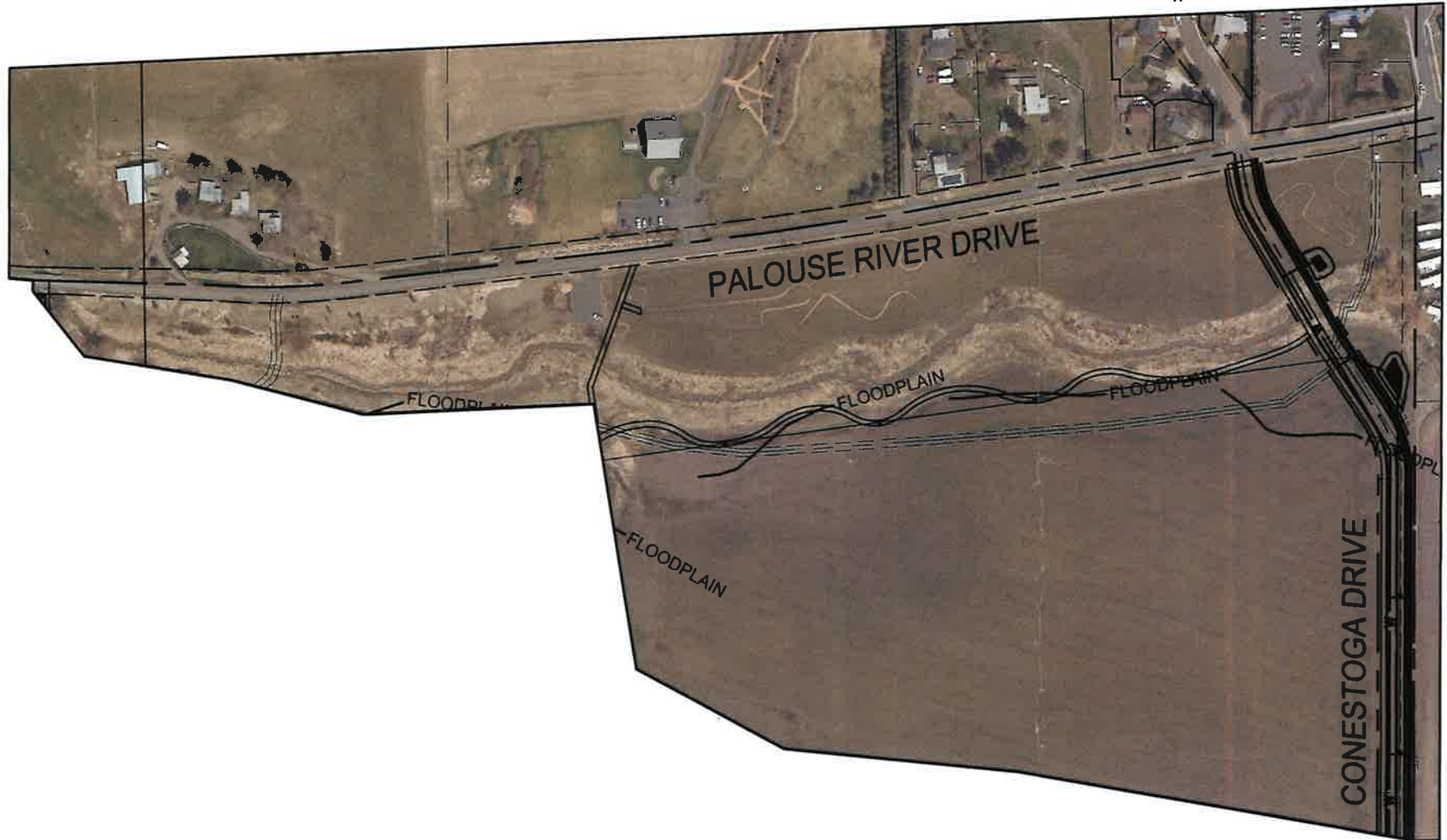
Attachment A

615349

Attachment 'A'



0 150 300
SCALE: 1"=300'



NOT FOR CONSTRUCTION

SHEET NO.				DESIGNED:	SAS
				DRAWN:	SAS
				CHECKED:	SAS
				DATE:	MAY 18, 2021
JOB NO. BBC-02	DATE	NO.	DESCRIPTION	R E V I S I O N S	

SYNTIER
Engineering, Inc.
405 SE Bishop Blvd, Suite 2 Pullman, WA 99163
www.SyntierEng.com 509.339.6187

BALL FIELD IMPROVEMENTS
EDINGTON SUBDIVISION
MOSCOW, IDAHO

I. SEWAGE PUMP STATION DESIGN POLICIES AND PROCEDURES

The following design policies and procedures are developed to provide guidelines for sewage pump stations designed and built by others for eventual acceptance and operation by the City of Post Falls. Design shall be in accordance with these policies and procedures unless otherwise permitted by the City. Generally, lift stations serving private developments will not be maintained or owned by the City. At the option of the City, the lift station may be located in public right-of-way and dedicated to the City for ownership, operation and maintenance. These are minimum requirements and are subject to City negotiation. State and local regulations, including "Ten State Standards" take precedence. The City may require lift station capacities greater than the size required for an individual project if the flow from the ultimate service area exceeds the needs of the particular area under consideration. The City may participate in the project cost to the extent of the incremental cost of materials for the lift station oversize. Standards will not be lessened for "temporary" facilities.

A. Design Requirements

1. **Pumps.** At least two (2) pump units shall be provided, each capable of handling the expected maximum flow and equipped with a 3 position pump alternator. If the 20-year projected peak hour flow exceeds 500 gpm, at least three (3) pumps shall be provided.
 - a. Pumps shall be capable of passing spheres of at least 3 inches in diameter. Pump suction and discharge openings shall be at least 4 inches in diameter.
 - b. Wet well design shall be such as to avoid solids accumulation on the bottom and to avoid turbulence near the intake. Minimum wet well size shall be 72 inches in diameter or equivalent. Wet wells should be of adequate size for the pumps and future upgraded pumps to serve the ultimate flow projections. Aluminum access hatches (Halliday FI-R) shall be provided at all wet wells and wet well surfaces around the hatches shall be covered in a non-slip finish. All hardware shall be stainless steel.
 - c. Drawdown to pump shut-off (minimum submergence) shall be per pump manufacturer's recommendation and City-approved.
 - d. Valves shall not be located inside the wet well. A valve vault shall be provided with a piping and valve arrangement that allows for back flushing of one pump using the other pump. Check valves shall be swing Ball type with external levers.
 - e. A red LED alarm light shall be provided. The alarm light shall be activated in cases of high water in the wet well. A manual shut-off for the alarm shall be available inside the control panel. The alarm shall not include an audible buzzer.

Flow Meter: magnetic flow meter with 150lb. flanges, 316 stainless steel self-cleaning electrodes, be compatible with wastewater and have the ability to be submerged underwater. Read GPM and display in panel and compatible with city's SCADA system (Wonderware InTouch)



An 8 channel Auto dialer or hard line cellular phone emergency call-out shall be installed. Auto dialer shall include an automatic telephone dialer, with at least eight (8) contacts, four (4) phone number dial-out capability, call-in status check and backup power. Brand shall match existing equipment used by City (Sensaphone 1800). Auto dialer channels shall be designated as listed in Table 1, Section A2.

Telemetry to report back to SCADA via fiber connection.

- g. Submersible pumps shall be readily removable without dewatering the wet well or disconnecting any piping in the wet well. Hydraulic connectors and guide rails shall be provided. Guide rails shall be dual rail stainless steel and provided by pump manufacturer.
- h. Pumps shall be Flygt N-Impeller with mini cass relay, seal failure and thermal failure linked to the PLC. Submersible pumps shall include an effective method to detect shaft seal failure or potential seal failure. The pump control panel shall have seal fail indicator lights for each pump. (Each pump shall be equipped with a mix flush valve)
- 1. Pumps and piping shall be protected from freezing temperatures.
- J. Three-phase electrical service shall be provided.
- k. Primary level control shall be provided by an ultrasonic pressure level transducer (Mercoid #FBLT-25C-IVPP-15-60, *PIN* 100656-12). The pressure transducer shall be linked to the PLC. The transducer with indicating meter and all electronic controls shall be NEMA4 rated and suitable for mounting in the control panel. Backup control via mercury switch activated float switches shall be provided as well. All floats shall be pipe clamp normally open (30 PCNO) SJ electronic floats or wide angle floats where applicable. Floats shall be installed on a float tree. Weighted floats are not acceptable. Spliced cords are not acceptable.
- 1. Elapsed time meter shall be provided inside the panel for each pump. Control panels shall include a light inside the panel which switches on when the panel door is opened.

Use Flygt MultiSmart management system unit screen mounted in front of swing-out panel

- m. At lift stations utilizing variable frequency drives or connected to a 6 Inch or larger force-main a flow meter shall be provided at the discharge. Should all stations have VFD's?
- n. A pressure gauge, with isolation ball valve, shall be provided on each discharge line. The pressure gauges shall be located in the valve vault and viewable from the hatch opening.
- o. Lift stations with a peak pumping capacity of 500 gpm or greater shall be provided with a PLC; Being Allen Bradley.

(Also a back-up PLC)

- p. All valve vault and wet well hardware shall be stainless steel.
- q. All electrical junction boxes shall be explosion proof. The number of junction boxes shall consist of a minimum of one (1) per pump plus one (1) for floats and transducers.

2. **Telemetry System Provisions.** Control panels shall be compatible for future addition of a telemetry control system. The following provisions shall be provided in all control panels:

TABLE 1

<i>Description</i>	<i>Condition</i>	<i>Signal Type</i>	<i>Notes</i>
Power Status (Phase Failure) (Power Loss)	Alarm	Dry Contact (input to telemetry)	
Loss of 120 VAC Control Power	Alarm	Dry Contact (input to telemetry)	
Pump Running	Status	Dry Contact (input to telemetry)	For each pump
Pump H-O-A Switch	Status	Dry Contact (input to telemetry)	For each pump
Wet Well Level Low-Low Alarm	Alarm	Dry Contact (input to telemetry)	Wired to Connect Independent of PLC for Call Out
Wet Well Level High-High Alarm	Alarm	Dry Contact (input to telemetry)	Wired to Connect Independent of PLC for Call Out
Wet Well Level Low (pump off)	Control	Dry Contact (input to telemetry)	For float control
Wet Well Level High (lead pump on)	Control	Dry Contact (input to telemetry)	For float control
Wet Well Level High-High (lag pump on)	Control	Dry Contact (input to telemetry)	For float control
Pump Fail to Run (in auto mode)	Control	Dry Contact (from telemetry)	For each pump
Wet Well Level	Signal	Input to telemetry	From Pressure Trans.
Pump Over temperature (in motor)	Alarm	Dry Contact (input to telemetry)	For each pump
Pump Seal Failure (in motor)	Alarm	Dry Contact (input to telemetry)	For each pump
Generator Running/Not Running	Status	Dry Contact (input to telemetry)	From call in only
Generator Alarm	Alarm	Dry Contact (input to telemetry)	
Generator Fault	Alarm	Dry Contact (input to telemetry)	

- a. Sites shall be laid out to allow for the physical space required for the future telemetry/ fiber connection control panel. Typically, telemetry control panels are approximately 30" wide by 36" high by 12" deep.
- b. The PLC shall be designed to accommodate a future radio or leased line communication system. This will require an additional communication port or module on the PLC. (Each station shall have hard line DSL/Fiber for remote control)

The UPS system installed at the lift station for providing battery backup to the control system should be adequately sized to provide backup power to a future telemetry system. The UPS should be a minimum 600VA. Provisions shall be made so that power failure to the site is registered and the appropriate alarm call is made. The auto dialer and cell phone shall be on a separate circuit/feed from the UPS. A relay shall be provided to trigger an auto dialer call in the event of control power failure.

3. ***Emergency Power Supply.*** Provisions of an emergency power supply for pumping stations shall include an in-place standby generator with 12 hours fuel storage. Generators shall be manufactured by CAT, Onan or an approved equal. An automatic transfer switch (ATS) shall be provided. The Generator shall be sized to handle peak pumping capacity demands.
4. ***Storage.*** At least ½ hour of emergency storage shall be provided. Storage shall be calculated from the high alarm level, assuming that peak flows are entering the wet well with both pumps inoperable. (For stations under 500 gpm)
(Stations over 500 gpm may have option for dual force mains)
5. ***Force Mains***
 - a. **Size.** The minimum allowable force main size is 4 inches in diameter.
 - b. **Velocity.** At peak pumping capacity, a minimum self-scouring velocity of 3.5 feet per second (fps) should be maintained or provided by automatically cycling two pumps simultaneously. Flushing facilities or cleanouts shall be provided. Velocities in the force main should not exceed 5 fps at peak flow rates.
 - c. **Air Relief Valve and Grade.** An air relief valve should be placed at the necessary high points in the force main to relieve air locking. Air relief valves shall be placed in standard manholes. In no case shall the force main be installed on less than 0.02% grade. All hardware and piping shall be stainless steel. *If the force main requires an air valve DEQ requires a drain in the MH. Air relief valve shall come with maintenance kit for flushing.*
 - d. **Pressure Tests and Material.** All force mains shall be hydrostatically tested at a minimum pressure of at least 160 psi, unless otherwise required by the City Engineer. Force mains shall be constructed of C-900 PVC water

Main.48 hour notification shall be provided to the City prior to any testing

- e. **Cobra Access Points** Force Main Locates. Locating wire, tape and ~~City locating balls~~ (available for purchase from City) shall be placed over all new pipe and fittings, respectively. The location of ~~locating balls~~ shall be noted on as-built drawings.
- f. Isolation Valve. On Forcemains 12" and under a tapered wedge isolation gate valve shall be installed and a plug valve on any line larger than 12" in the force main at a minimum of 500-foot intervals or as required by the City Engineer. ~~Bypass fittings and 6"/8" PT brand cam lock connections should be provided adjacent to all isolation valves.~~ Location wires shall be pulled to the surface at all valve locations (SD 301).
- g. Lining. All ductile iron pipes and/or fittings shall be coated with Protecto 401 or approved equal coating.
- h. External Connection. An external double-valved connection shall be provided adjacent to the wet well to connect an emergency pump discharge directly to the force main. Provide a 6" female aluminum cam- lock for emergency pump connection for lift stations up to 350 gpm and 8" PT brand for larger lift stations. See detail provided in Attachment C.
Bypass connection in valve vault is also acceptable.
1. Force Main Depth. All force mains shall be buried a minimum of 4'-6"^{*} below finish grade elevations or City-approved depth.

6. **Site Details**

- a. Provisions shall be made for lifting pumps out of station without disassembling fittings or lift station structure.
- b. The lift station shall be on dedicated right-of-way or easement with easy all weather access. Minimum site area shall be 75' x 75', with the actual area being sufficient to accommodate all required equipment and access for cleaning, operation and maintenance.
- c. A 2-inch-diameter, non-freeze, post water hydrant and lock with approved cross connection prevention device, 4 feet minimum bury, shall be required within 10 feet of the lift station. Cross connection prevention device shall be reduced pressure principal backflow preventer, located in a hot box style enclosure with a receptacle in the hot box for a plug.
- d. Provided with the hydrant shall be 25' of 2" diameter hose and a 6' valve key.
- e. Lift station access road and 15-foot perimeter around wet well and pump

access port shall include a 6-inch layer of ¾-inch minus gravel over an approved subgrade material, compacted in place. Drainage facilities shall be constructed so that the access road and station are not subject to flooding.

- f. An LED yard light capable of providing adequate light to work on the lift station shall be provided. This light should have a manual switch and shall be wired into the standby generator so it can be used during power outages as well.
- g. A minimum 6-foot-high chain-link fence with ~~3 strand barbed wire~~ shall be placed around all lift stations with a 12-foot gate provided for access. Chain link fences shall include decorative privacy slats or other City-approved sight obscuring objects.
- h. Provide the following Hang Signs:
 - Identification Sign With:
 - a. City Logo
 - b. Facility Name
 - c. Facility Address
 - ~~d. "If the Red Light/Alarm Beacon is On Please Call (208) 773-3571 or 911.~~
 - No Trespassing Sign (1x):
 - a. "Caution- Water Reclamation Pump Station-No Trespassing"
- i. An LED trouble light (Explosion proof/Waterproof), along with 50 feet of retractable cord shall be provided at the control cabinet.
- J. An air scrub unit (Carbtrol 6-2 or approved equal) shall be appropriately sized and included. Air scrub units shall not require the use of a fan. Forced air units should be required on larger stations
- k. Electrical and control panels shall be covered. Covering shall extend 3 feet beyond panels, in any direction. Covering material shall consist of steel roofing on a structure appropriate for local wind and snow loading.

B. Submittal and Review Requirements

1. Upon completion of preliminary design, the consultant shall submit the following to the City for approval:

- a. Three (3) full-size blue line copies of the design which show the following:
 - Site layout and easements, public safety equipment in order that the public is protected from injury and/or damage, i.e., insurance limits, signs and barricades, lights, detour routes, excavation limits and other related facilities;
 - cut away of station and wet well showing design elevations;
 - necessary details needed for construction and inspection; and
 - Document electrical panel is accessible and meets City sign code.
- b. General site location outlining service area and point of connection to existing sewer line. All elevations to be on the approved City datum (NAVD **88**). As a minimum, elevations shall be shown at the top of the entrance tube, top of finished surface, pump control stages, pump discharge invert, floor of pump station, wet well invert inflows and discharges, and top of support slab. The force main shall have elevations at all changes in grade and alignment and at the discharge point.
- c. Three (3) copies of construction specifications, including electrical diagram and specific components.
- d. Three (3) copies of complete design calculations which must include the following:
 - all design assumptions and parameters including DEQ checklist;
 - pump performance curves, operation and maintenance data, electrical wiring schematic;
 - force main performance curve (head loss and velocity data);
 - Conclusive data showing impact of discharge on existing system; discussion of odor considerations and residence time in force main and influent. Provide bio filter or carbon filters if odors may be a problem;
 - calculations and plans shall be stamped by a Professional Engineer licensed by the State of Idaho, signed and dated;
 - Minimum ½ hour storage capacity during pump failure.

2. Reproducible drawings and three (3) sets of blue line prints of the as-constructed facility shall be submitted to the City within thirty (30) calendar days of completion of the project and prior to City acceptance.

C. Final Acceptance by the City

1. Prior to acceptance of the lift station, the applicant must submit the following:
 - a. Results of testing, inspections and certification by the Engineer that the system passed the tests and that the pumps pump at the rated capacity. Pumps must be tested continuously for a total of at least one half (½) hour. All alarm and control features shall be tested and certified as well. The Pump Startup Reports included in Attachment D should be used. Representatives of the City of Post Falls shall be present for the pump testing procedure. At least 48 hour notice shall be provided to City/utilities div. prior to any testing.
 - b. Dedication of the ownership or easement of the force main and pump station to the City free and clear of all liens and encumbrances. The applicant shall guarantee the constructed system for a period of one year from the date of written acceptance. Any repairs, replacement or system failures will be corrected by the applicant at his expense.
 - c. A bond or other suitable guarantee to cover all maintenance, power, pump replacement and repair costs for one (1) year following written acceptance by the City. Except systems where the initial flow is less than 25% of the design flow, an extended 2-year warranty on the pumps must be provided by the pump supplier. In addition a suitable guarantee shall be provided which states that if odor problems occur at the lift station within the guarantee period, the applicant shall have an odor control system installed at his expense. The odor control system must be approved by the City prior to installation.
 - d. Five (5) paper sets and one (1) electrical (PDF) of as-built drawings with electrical, wiring diagrams, and pump data and approval by the City. (All wires must be tagged on both ends and conduits labeled.)
 - e. A laminated flow diagram of site piping at the control cabinet.
 - f. A laminated set of electrical drawings affixed to the inside door of the electrical cabinet.
 - g. Approval by the Idaho Department of Environmental Quality (DEQ).
 - h. All fees and all City administration, inspection and other costs have been

· paid in full.

1. Five (5) paper copies and one (1) electronic (PDF) of the Operation and Maintenance Manual with pump repair data, electrical schematics, operation manuals for all components, pump test results, photographs of varying stages of construction, and all other pertinent information. The electronic copy shall be book marked with at least the sections identified herein.

- J. Designate areas that require check valves in the service line per Idaho Plumbing code.

- ~~k. Provide spare parts for the lift station as applicable. If the cost of spare Parts exceed 75% of the cost of a pump, a spare pump shall be provided in lieu of spare parts.~~

Final Acceptance
Section C.1.k spare
parts are not required

~~Bearings (1 set)
Mechanical Seal (1 set) may not be ceramic
Pump seats (4x) if pitless adaptor is used
Shaft Sleeve (1x)
Fuses (1 spare for each fuse provided)
Bulbs (1 spare for each bulb provided)
wear rings (1 per pump)
Impeller (1x)~~

Note: Any or all of these policies and procedures may change without notice, and the City may grant variances from the individual policies on a case-by-case basis. Approval of Plans by the City is independent of any other agency approval, and it is the responsibility of the Owner to secure approvals and permits from all other regulatory agencies.



Idaho's River City

LIFT STATION INSPECTION CHECKLIST

Inspectors: _____ Date: _____

Name of Lift Station: _____

Location: _____

Address: _____

Assigned Lift Station Number: _____

PUMPS

AMP reading recorded at startup: #1 _____ #2 _____ #3 _____

Comments: _____

Motor Data: HP _____ RPM _____ Phase _____ Cycle _____ Volt _____

Comments: _____

Pump Design in gallons per minute: #1 _____ #2 _____ #3 _____

#1, #2 and #3 _____ TDH _____

Comments: _____

Pump performance during startup in gallons per minute: #1 _____ #2 _____

#3 _____ #1, #2 and 3 _____ TDH _____

Comments: _____

Hour Meter Readings: #1 _____ #2 _____ #3 _____

Comments: _____

Pump #1 Running Amps: L1 _____ L2 _____ L3 _____

Pump #2 Running Amps: L1 _____ L2 _____ L3 _____

Pump #3 Running Amps: L1 _____ L2 _____ L3 _____

Motor Nameplate Amps: #1 _____ #2 _____ #3 _____

Motor Nameplate SF Amps: #1 _____ #2 _____ #3 _____

Voltage Taken @ Terminal Block: L1 _____ L2 _____ L3 _____

Actual Wet Well Pump down and fill levels:

High Water: _____

Fill Level: _____

Pump Down: _____

Low Level: _____

Comments: _____

	OPERATION OKAY		
	Yes	No	N/A
Unusual Noise #1 Pump or Motor:	_____	_____	_____
Comments: _____			
Unusual Noise #2 Pump or Motor:	_____	_____	_____
Comments: _____			
Unusual Noise #3 Pump or Motor:	_____	_____	_____
Comments: _____			
Sealed Bearings:	_____	_____	_____
Comments: _____			
Proper Pump Rotation (shaft moves in direction of arrows):	_____	_____	_____
Comments: _____			
CONTROLS			
Pump Alternator Operation:	_____	_____	_____
Comments: _____			
Control Panel components:			
Pump Run Lights:	_____	_____	_____
Hour Meters:	_____	_____	_____
H.O.A.:	_____	_____	_____
Limit Switches:	_____	_____	_____
Alarm Light:	_____	_____	_____
Comments: _____			
Alarm Functions:			
Power Fail:	_____	_____	_____
Control Power Failure:	_____	_____	_____
Low-Low Wet Well:	_____	_____	_____
High-High Wet Well:	_____	_____	_____
Pump Overtemperature:	_____	_____	_____
Pump Seal Failure:	_____	_____	_____
Generator Alarm:	_____	_____	_____
Generator Fault:	_____	_____	_____
Comments: _____			
Heater Operation:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
Telemetry Function at Maintenance Shop:			
Power Fail (alarm):	_____	_____	_____
Control Power Failure (alarm):	_____	_____	_____
Pump Running (status): for each pump	_____	_____	_____
Pump H-O-A Switch (status):	_____	_____	_____
Low-Low Wet Well (alarm):	_____	_____	_____
High-High Wet Well (alarm):	_____	_____	_____
Low Wet Well (pump off, float control):	_____	_____	_____
High Wet Well (lead pump on, float control):	_____	_____	_____
High-High Wet Well (lag pump on, float control):	_____	_____	_____
Pump Fail to Run (in auto mode): for each pump	_____	_____	_____
Wet Well Level (for Ultrasonic level transducer):	_____	_____	_____
Pump Overtemperature (alarm): for each pump	_____	_____	_____
Pump Seal Failure (alarm): for each pump	_____	_____	_____
Generator Running:	_____	_____	_____
Generator Alarm:	_____	_____	_____
Generator Fault (alarm):	_____	_____	_____
Comments: _____			

FACILITIES

Locks:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Electrical:	_____	_____	_____
Fenced Area:	_____	_____	_____
Operation of Entrance Cover: (wet well and valve vault)	_____	_____	_____
Comments: _____			
Operation of Cover Safety Latch: (wet well and valve vault)	_____	_____	_____
Comments: _____			
Disconnect Operation:	_____	_____	_____
Comments: _____			
Auxiliary Generator:			
Plug-in:	_____	_____	_____
Transfer Switch:	_____	_____	_____
12-hour Fuel Storage	_____	_____	_____
Operation:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
Isolation Valve Operation:			
Valve Vault:	_____	_____	_____
Outside:	_____	_____	_____
Comments: _____			
Check Valve Operation:			
Comments: _____			
Odor Control Provisions:			
Comments: _____			
Emergency Bypass:			
Components:	_____	_____	_____
Operation:	_____	_____	_____
Comments: _____			
All nuts and Bolts in Place:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Comments: _____			
All Mechanical Components Installed:			
Wet Well:	_____	_____	_____
Valve Vault:	_____	_____	_____
Comments: _____			
Wet Well Piping Proper Size:	_____	_____	_____
Yard Light:	_____	_____	_____
Comments: _____			
Air Release Valve on Discharge:	_____	_____	_____
Comments: _____			
PSI Gauge (viewable from surface with hatch open):	_____	_____	_____
Comments: _____			
Flow Meter (Stations with VFD's only):	_____	_____	_____
Comments: _____			
Hose bib and DCVA:	_____	_____	_____
Comments: _____			

	OPERATION OKAY		
	Yes	No	N/A
ELECTRICAL			
Wiring Schematics for Correlation:	_____	_____	_____
Comments: _____			

Electrical Inspection:	_____	_____	_____
Comments: _____			
Control Panel Enclosures with Appropriate UL Labels:	_____	_____	_____
Comments: _____			
State Electrical Inspection Tag:	_____	_____	_____
Comments: _____			
Date: _____			
 GENERAL			
O & M Manuals (5 copies):	_____	_____	_____
Comments: _____			
Warranty:	_____	_____	_____
Comments: _____			
Spare Parts:			
Comments: _____	_____	_____	_____

Debris in Wet Well:	_____	_____	_____
Comments: _____			

Infiltration Points:	_____	_____	_____
Comments: _____			

Cleanliness:	_____	_____	_____
Comments: _____			

General			
Comments: _____			

CERTIFICATIONS

Certification of Installation: The contractor hereby acknowledges that the pump supplied for the referenced project has been installed according to the manufacturer's instructions and recommendations:

Pump Supplier's Representative: _____ Date: _____
With: _____

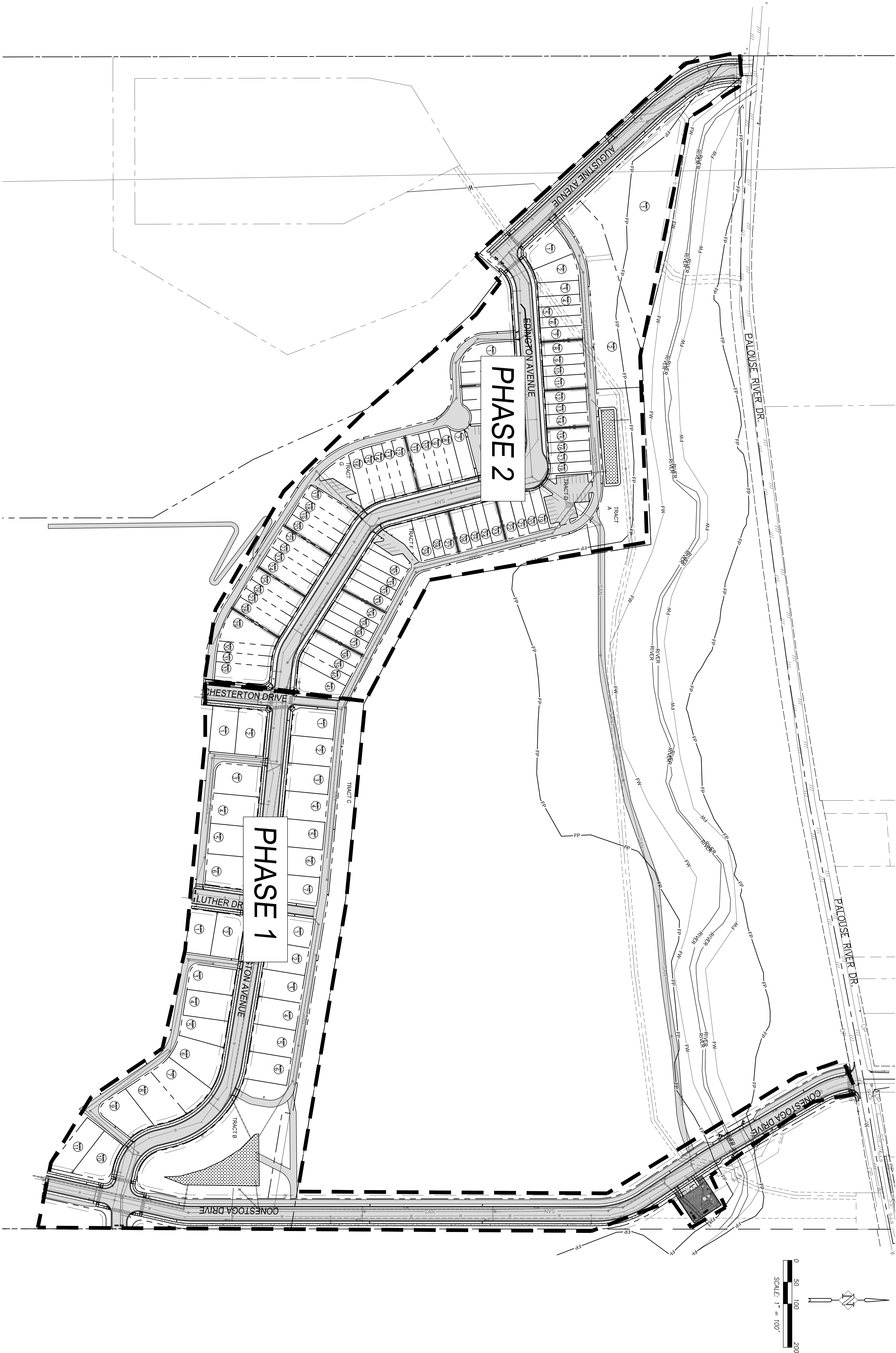
Certification of Startup: The contractor hereby acknowledges that the pump supplied for the referenced project is capable of operating as specified:

Pump Supplier's Representative: _____ Date: _____
With: _____

Certification of Training: Acknowledgement is hereby made that the Manufacturer's Representative has provided training on the operation and maintenance of the equipment supplied to the referenced project:

Owner / Representative: _____ Date: _____
With: _____

Attachment C



4 of 56

C1.3

JOB NO. BBC-02

7/5/2022	1	WATER SIZING UPDATES
DATE	NO.	DESCRIPTION
R E V I S I O N S		

DESIGNED: SAS/ATS

DRAWN: ATS

CHECKED: SAS

DATE: AUGUST 1, 2022

PROFESSIONAL ENGINEER

OFFICE OF THE ENGINEER

PREPARED BY

SYNTIER

Engineering, Inc.

405 SE Brelsford Drive, Suite C Pullman, WA 99163

www.SynTierEngr.com 509.339.6187

PHASING PLAN

EDINGTON SUBDIVISION PHASE 1- PERMIT SET

MOSCOW, IDAHO

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Edington 1st Addition Monumentation Agreement - Todd Drage

RESPONSIBLE STAFF REVIEWED BY

Todd Drage, Engineering Technician

This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

DESCRIPTION

BBC LLC, has submitted to the City a final plat for the development of a property south of Palouse River Drive and the University of Idaho Arboretum. On June 07, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Edington 1st Addition and will be presented for City Council approval on Tuesday, September 6, 2022. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code.

STAFF RECOMMENDATION

Approve the monumentation agreement with BBC LLC for Edington 1st Addition.

PROPOSED ACTIONS

ACTION: Approve the monumentation agreement with BBC LLC for Edington 1st Addition.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. MonumentationAgreement - Edington Addition_final

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

THIS MONUMENTATION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2022 by and between BBC LLC, an Idaho Limited Liability Company, 4930 Lenville Road, Moscow, Idaho, 83843(hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") for the purpose of subdividing real property within CITY.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of certain premises located in CITY, commonly known as the Edington 1st Addition; and

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

WHEREAS, DEVELOPER desires to record the final plat of the Edington 1st Addition; and

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

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

NOW THEREFORE, for and in consideration of the following mutual promises, DEVELOPER and CITY hereby agree and covenant as follows:

1. PROPERTY AFFECTED: Property which is subject to this Agreement is described as the Edington 1st Addition (hereinafter "Subdivision"), as shown by the plat herein incorporated by reference, see Attachment 'A'.
2. PROFESSIONAL LAND SURVEYOR: For the purpose of this Agreement, the Professional Land Surveyor (hereinafter "Surveyor") for the platting of Subdivision is Jason Vonlindern, PLS No. 19293, State of Idaho.
3. CONDITIONS OF RECORDING WITHOUT MONUMENTATION: Pursuant to Idaho Code Section 50-1333, DEVELOPER may record the final plat of Subdivision if:
 - A. The exterior monuments have been set;
 - B. The Subdivision plat includes a certification by Surveyor that the interior monuments for Subdivision shall be set in accordance with Idaho Code Section 50-1303, on or before a specified date and the said interior monuments shall be referenced on the Subdivision plat with a unique symbol. The time for setting the interior monuments

shall not exceed one (1) calendar year from the date the Subdivision plat is recorded or as otherwise specified by written agreement with CITY; and

- C. DEVELOPER furnishes to CITY a cash deposit in the amount equal to one hundred twenty percent (120%) of the estimated cost of performing the work for the interior monumentation for Subdivision. The estimated cost of performing such work will be determined by the Surveyor.
4. DEVELOPER'S COVENANT. DEVELOPER agrees as follows:
- A. To have installed, at DEVELOPER's expense, all interior monuments within the Subdivision, as required by Idaho law;
 - B. To have the interior monuments set by Surveyor, except as allowed otherwise under Section 7 of this Agreement;
 - C. To have installed all required interior monuments on or before the date specified on the Subdivision plat; and
 - D. To furnish CITY with a cash deposit in the amount of Fourteen Thousand Four Hundred Forty Dollars (\$14,440), which is equal to the one hundred twenty percent (120%) of the Twelve Thousand Dollar (\$12,000) estimated by Surveyor to set Subdivision interior monuments.
5. CITY COVENANT. That upon the compliance of DEVELOPER with the terms and conditions of this Agreement, CITY shall advise the Latah County Recorder that the requirements of Idaho Code Sections 50-1331 through 50-1333 have been met and security in the amount of Fourteen Thousand Four Hundred Forty Dollars (\$14,440) has been deposited with CITY as required by Section 4. D. of this Agreement.
6. RETURN OF DEPOSIT. If DEVELOPER pays Surveyor for performing the interior monumentation work and furnishes CITY with proof of such payment, CITY shall, within two (2) months after such notice, return the cash deposit upon a finding that such payment has been made, or CITY may, upon written request of DEVELOPER, pay Surveyor from moneys within a cash deposit held by CITY for such purpose, and return the excess amount of the cash deposit, if any, to DEVELOPER.
7. FAILURE OF SURVEYOR TO PERFORM MONUMENTATION. In the event that the death, disability, retirement of Surveyor, or upon the failure of Surveyor to set such monuments in accordance with law, CITY may direct the County Surveyor in their official capacity, or may contract with an Idaho professional land surveyor in private practice, to set such monuments and reference such monuments for recording as provided in Idaho Code Sections 50-1331 through 50-1333. The fees of the County Surveyor or private surveyor shall be paid by DEVELOPER in accordance with the terms of this Agreement.

8. FAILURE OF DEVELOPER TO PAY FOR MONUMENTATION. In the event DEVELOPER fails or refuses to authorize the payment for interior monumentation, Surveyor may request payment from CITY, and upon inspection by CITY of such interior monumentation, CITY shall pay Surveyor from the proceeds of the cash deposit. Any costs associated with the installation of such monuments in excess of the security shall be borne by DEVELOPER.
9. TERM. This Agreement shall remain in effect until all monuments as described herein have been installed and accepted by CITY.
10. COVENANTS TO RUN WITH LAND. This Agreement shall run with the land and benefits and burdens herein described shall be binding on the parties, heirs, assigns and successors and interest.

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

I, Andrew Crapuchettes, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind BBC LLC to this Agreement.

Developer

City of Moscow:

Andrew Crapuchettes
BBC LLC.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2022, before me, the undersigned, a Notary in and for said State, personally appeared Andrew Crapuchettes, Registered Agent of BBC LLC, owner of the affected property.

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

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

THE BEARING OF NORTH 00°04'50" WEST 5273.00 FEET WAS ASSUMED ALONG THE WEST LINE OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, BETWEEN CORNERS F2 AND F1, PER GSN OBSERVATIONS USING OAH STATE PLANE WEST ZONE, NAD83, SCALED TO GROUND. COORDINATES SHOWN HEREON ARE GRID COORDINATES.



CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Edington 1st Addition Final Plat - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD
Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission; Public Works / Finance
Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

On June 7, 2021, Moscow City Council approved the Edington 1st Addition preliminary plat with one condition. On June 16, 2022, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on July 27, 2022 and recommended approval to City Council. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

STAFF RECOMMENDATION

Approve the Edington 1st Addition Final Plat.

PROPOSED ACTIONS

ACTION: Approve the Edington 1st Addition Final Plat.

FISCAL IMPACT

None

PERSONNEL IMPACT

ATTACHMENTS

1. Council Final Plat Memo
2. Final Plat
3. Council Minutes and RCS

Memo

To: City Council
From: Mike Ray, AICP - Planning Manager
Date: August 16, 2022
Re: Edington 1st Addition Final Plat Review

The Planning & Zoning Commission conducted a public hearing on May 12, 2021 to consider the request of BBC, LLC, for a Comprehensive Plan Land Use Designation and Zoning Designation of 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. The proposal also included a 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 1st Addition Subdivision. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the Comprehensive Plan Land Use Designation and Zoning Designation with no conditions, and recommended approval of the preliminary subdivision plat with the following condition:

1. Water and sanitary sewer mains shall be extended to the western edge of the subject property boundary to allow the future extension of services to adjacent properties.

City Council then conducted a public hearing on June 7, 2021 and approved the Annexation Ordinance, Comprehensive Plan Resolution, Zoning Ordinance, and Edington 1st Addition preliminary plat with the same condition as recommended by the Planning and Zoning Commission.

On June 16, 2022, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. Staff has reviewed the final plat for conformance with City and State Code requirements, as well as the condition of approval and found it to be in conformance. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on July 27, 2022 and recommended approval to City Council.



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$445.00 plus \$27.00/lot	
	Receipt Number		

APPLICATION FOR FINAL SUBDIVISION PLAT

APPLICANT:

Name: Scott Sumner Telephone: 208.596.7912

Complete Address: 405 SE Brelsford Drive, Ste C

E-Mail: Scott@syntierengr.com Fax: _____

OWNER: (if other than applicant)

Name: BBC, LLC Telephone: 509.330.0623

Complete Address: PO Box 8608 Moscow, ID 83843

E-Mail: r33beebe@gmail.com Fax: _____

ENGINEER/SURVEYOR:

Name: SynTier Engineering Telephone: 509.339.6187

Complete Address: 405 SE Brelsford Drive, Ste C

E-Mail: Scott@syntierengr.com Fax: _____

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

PROPERTY:

1. Proposed Subdivision Name: Edington Subdivision Phase 1

2. Address(as) or Parcel Number(s): RPM00000193600

3. Gross area of all land involved: 27.13 acres, and/or 1,181,925 sq.

4. Total Net Area of land area exclusive of proposed or existing public street and other public lands:
12.49 acres, and/or 541,864 square feet.

5. Total number of lots: 105 Average lot size: 5,160 sq. ft.

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

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

FINAL PLAT CHECKLIST:

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

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

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

SUBMITTAL:

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

- Completed application.
- 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

6/8/2022

 Date



 Property Owner's Signature (if different)

6/16/22

 Date

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT BBC, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OWNER IN FEE SIMPLE, HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE LAND HEREIN DESCRIBED TO BE SUBDIVIDED AND PLATTED AS EDINGTON 1ST ADDITION AND DESCRIBED AS FOLLOWS:

THAT PORTION OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS INSTRUMENT NO. 616561, RECORDS OF LATAH COUNTY, SITUATE IN GOVERNMENT LOTS 1 AND 2, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., LATAH COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, SAID POINT BEING SOUTH 87°09'26" WEST A DISTANCE OF 2700.96 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 19, THENCE SOUTH 00°04'50" EAST A DISTANCE OF 405.30 FEET ALONG THE WEST LINE OF SAID SECTION 19 TO A POINT ON THE CENTERLINE OF SAND ROAD, SAID POINT ALSO BEING ON THE NORTH LINE OF AFOREMENTIONED PARCEL OF LAND DESCRIBED IN WARRANTY DEED INSTRUMENT NO. 610270, AND THE POINT OF BEGINNING;

THENCE ALONG THE SAID NORTH LINE THE FOLLOWING TEN (10) COURSES:

- 1) ALONG SAID CENTERLINE SOUTH 85°50'16" EAST A DISTANCE OF 46.20 FEET;
- 2) DEPARTING SAID CENTERLINE SOUTH 03°51'00" WEST A DISTANCE OF 19.40 FEET;
- 3) SOUTH 38°25'29" EAST A DISTANCE OF 160.48 FEET;
- 4) SOUTH 80°57'11" EAST A DISTANCE OF 287.68 FEET;
- 5) SOUTH 75°52'29" EAST A DISTANCE OF 261.59 FEET;
- 6) NORTH 87°12'26" EAST A DISTANCE OF 441.17 FEET;
- 7) SOUTH 09°19'41" EAST A DISTANCE OF 515.84 FEET;
- 8) SOUTH 61°52'11" EAST A DISTANCE OF 321.34 FEET;
- 9) SOUTH 84°42'05" EAST A DISTANCE OF 451.15 FEET;
- 10) SOUTH 80°34'48" EAST A DISTANCE OF 767.45 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 19;

THENCE ALONG SAID EAST LINE SOUTH 00°01'45" WEST A DISTANCE OF 425.32 FEET

THENCE DEPARTING SAID EAST LINE NORTH 89°58'15" WEST A DISTANCE OF 22.68 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT BEARS SOUTH 00°01'45" WEST A DISTANCE OF 20.00 FEET, A CENTRAL ANGLE OF 77°23'20", THE CHORD OF WHICH BEARS SOUTH 51°20'06" WEST A DISTANCE OF 25.01 FEET, AND AN ARC DISTANCE OF 27.01 FEET;

THENCE SOUTH 12°38'26" WEST A DISTANCE OF 131.61 FEET; THENCE NORTH 80°57'09" WEST A DISTANCE OF 70.14 FEET; THENCE NORTH 52°13'31" WEST A DISTANCE OF 146.54 FEET; THENCE NORTH 64°26'54" WEST A DISTANCE OF 59.43 FEET; THENCE NORTH 33°32'57" WEST A DISTANCE OF 144.84 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT BEARS SOUTH 56°27'03" WEST A DISTANCE OF 100.00 FEET, A CENTRAL ANGLE OF 47°04'33", THE CHORD OF WHICH BEARS NORTH 57°05'14" WEST FOR A DISTANCE OF 79.87 FEET, AN ARC DISTANCE OF 82.16 FEET;

THENCE NORTH 80°37'30" WEST A DISTANCE OF 137.76 FEET; THENCE NORTH 75°30'12" WEST A DISTANCE OF 44.81 FEET; THENCE NORTH 80°37'30" WEST A DISTANCE OF 101.01 FEET; THENCE NORTH 83°38'48" WEST A DISTANCE OF 60.02 FEET; THENCE NORTH 84°33'47" WEST A DISTANCE OF 259.61 FEET; THENCE NORTH 79°22'20" WEST A DISTANCE OF 44.21 FEET; THENCE NORTH 84°33'47" WEST A DISTANCE OF 104.98 FEET; THENCE SOUTH 05°21'58" WEST A DISTANCE OF 26.86 FEET; THENCE NORTH 84°38'02" WEST A DISTANCE OF 112.78 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT, WITH A RADIUS THAT BEARS NORTH 05°25'48" EAST A DISTANCE OF 282.00 FEET, A CENTRAL ANGLE OF 26°51'15", THE CHORD OF WHICH BEARS NORTH 71°08'34" WEST FOR A DISTANCE OF 130.97 FEET, AN ARC DISTANCE OF 132.17 FEET;

THENCE NORTH 57°42'57" WEST A DISTANCE OF 306.37 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE TO THE RIGHT, WITH A RADIUS THAT BEARS NORTH 32°17'03" EAST A DISTANCE OF 282.00 FEET, A CENTRAL ANGLE OF 43°18'55", THE CHORD OF WHICH BEARS NORTH 36°03'29" WEST FOR A DISTANCE OF 208.15 FEET, AN ARC DISTANCE OF 213.19 FEET; THENCE NORTH 14°24'02" WEST A DISTANCE OF 12.51 FEET; THENCE SOUTH 75°35'58" WEST A DISTANCE OF 61.65 FEET; THENCE NORTH 42°19'15" WEST A DISTANCE OF 321.05 FEET;

THENCE NORTH 52°22'33" WEST A DISTANCE OF 117.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS THAT BEARS SOUTH 42°25'39" EAST A DISTANCE OF 65.00 FEET, A CENTRAL ANGLE OF 7°44'58", THE CHORD OF WHICH BEARS SOUTH 43°41'52" WEST FOR A DISTANCE OF 8.78 FEET, AN ARC DISTANCE OF 8.79 FEET;

THENCE SOUTH 39°49'22" WEST A DISTANCE OF 61.71 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS INSTRUMENT NO. 580937, RECORDS OF LATAH COUNTY;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 42°59'48" WEST A DISTANCE OF 536.43 FEET;
- 2) NORTH 38°33'29" WEST A DISTANCE OF 145.44 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 19;

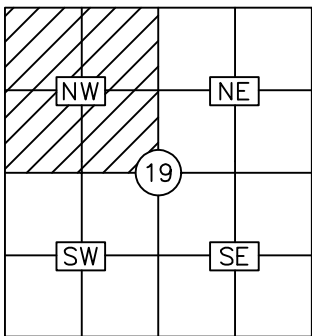
THENCE ALONG SAID WEST LINE NORTH 00°04'50" WEST A DISTANCE OF 127.18 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,181,925 SQUARE FEET OR 27.13 ACRES OF LAND, MORE OR LESS.

AND HEREBY DEDICATE TO THE CITY OF MOSCOW AND THE PUBLIC USE FOREVER THE RIGHT OF WAYS, ALLEYS, EASEMENTS, AND TRACTS B AND C FOR STORMWATER INFRASTRUCTURE AS PLATTED AND SHOWN HEREON; AND DO HEREBY CERTIFY THAT THEY ARE THE OWNER OF AND THE ONLY PARTY HAVING ANY INTEREST IN THE LANDS SO DIVIDED, AND THAT THE PROPERTY SHOWN HEREON IS NOT ENCUMBERED BY ANY DELINQUENT TAXES OR ASSESSMENTS; AND THAT THEY ARE AUTHORIZED TO SIGN THIS DEDICATION.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS ____ DAY OF _____, 2022.

BY: _____
ANDREW CRAPUCHETTES, GOVERNOR OF BBC, LLC



S.19, T.39N., R.5W.

	By	Date	Scale:
Surveyed	TLO	03/2022	Date: August 17, 2022
Drawn	JMV	03/2022	Drawing Name BBC02-PLAT.dwg
Checked	JMV	06/2022	
Approved			
Accepted			Sheet 1 of 8

EDINGTON 1ST ADDITION
NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO

ACKNOWLEDGMENTS:

STATE OF IDAHO)
COUNTY OF LATAH) S.S.

ON THIS _____DAY OF _____, 2022, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE, PERSONALLY APPEARED BEFORE ME ANDREW CRAPUCHETTES, GOVERNOR OF BBC, LLC, AN IDAHO LIMITED LIABILITY PARTNERSHIP, THE COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT; WHO ACKNOWLEDGED SAID EXECUTION TO BE THE FREE AND VOLUNTARY ACT OF SAID COMPANY FOR THE PURPOSES MENTIONED THEREIN AND STATED ON OATH THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THE SEAL AFFIXED (IF ANY) IS THE COMPANY SEAL OF SAID COMPANY.

SIGNED NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO

PRINTED NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO

MY COMMISSION EXPIRES _____

OWNER'S CONTACT INFORMATION

NAME: ANDREW CRAPUCHETTES
ADDRESS: 4930 LENVILLE RD.
MOSCOW, ID 83843

SURVEYOR'S CONTACT INFORMATION

NAME: JASON VONLINDERN, PLS
ADDRESS: 405 SE BRELSFORD DRIVE, SUITE C
PULLMAN, WA 99163
EMAIL: WWW.SYNTIERENGR.COM
PHONE: 509.339.6187

For:

BBC LLC

COUNTY RECORDER CERTIFICATE:

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

RECORDER TONYA DODGE
DEPUTY _____

APPROVALS

1. APPROVAL OF THIS PLAT BY THE CITY OF MOSCOW CERTIFIES AGREEMENT TO ALLOW CONNECTION OF THE ABOVE DESCRIBED PROPERTY TO THE MUNICIPAL WATER SYSTEM AND SATISFIES SECTION 50-1334, IDAHO CODE.

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW PLANNING AND ZONING COMMISSION AT A REGULAR MEETING WITH A QUORUM PRESENT THE ____ DAY OF _____, 2022.

CHAIRMAN, PLANNING AND ZONING COMMISSION

EXAMINED AND APPROVED BY ACTION OF THE MOSCOW CITY COUNCIL AT A REGULAR MEETING WITH A QUORUM PRESENT THE ____ DAY OF _____, 2022. DEDICATION OF ALL PUBLIC STREETS, EASEMENTS, AND PARKLAND DESCRIBED ON THIS PLAT IS HEREBY ACCEPTED IN ACCORDANCE WITH SECTION 50-1313, IDAHO CODE.

CLERK MAYOR, CITY OF MOSCOW

EXAMINED AND APPROVED BY THE CITY ENGINEER THIS ____ DAY OF _____, 2022.

CITY ENGINEER, CITY OF MOSCOW

EXAMINED AND APPROVED BY THE LATAH COUNTY SURVEYOR THIS ____ DAY OF _____, 2022.

LATAH COUNTY SURVEYOR

I HEREBY CERTIFY THAT TAXES AND ASSESSMENTS ON PROPERTY SHOWN HEREON HAVE BEEN PAID FOR ____ AND PRECEDING YEARS AS OF THIS ____ DAY OF _____, 2022.

LATAH COUNTY TREASURER

SANITARY RESTRICTION SATISFIED, TITLE 50, CHAPTER 13, IDAHO CODE.

NORTH CENTRAL HEALTH DISTRICT DATE

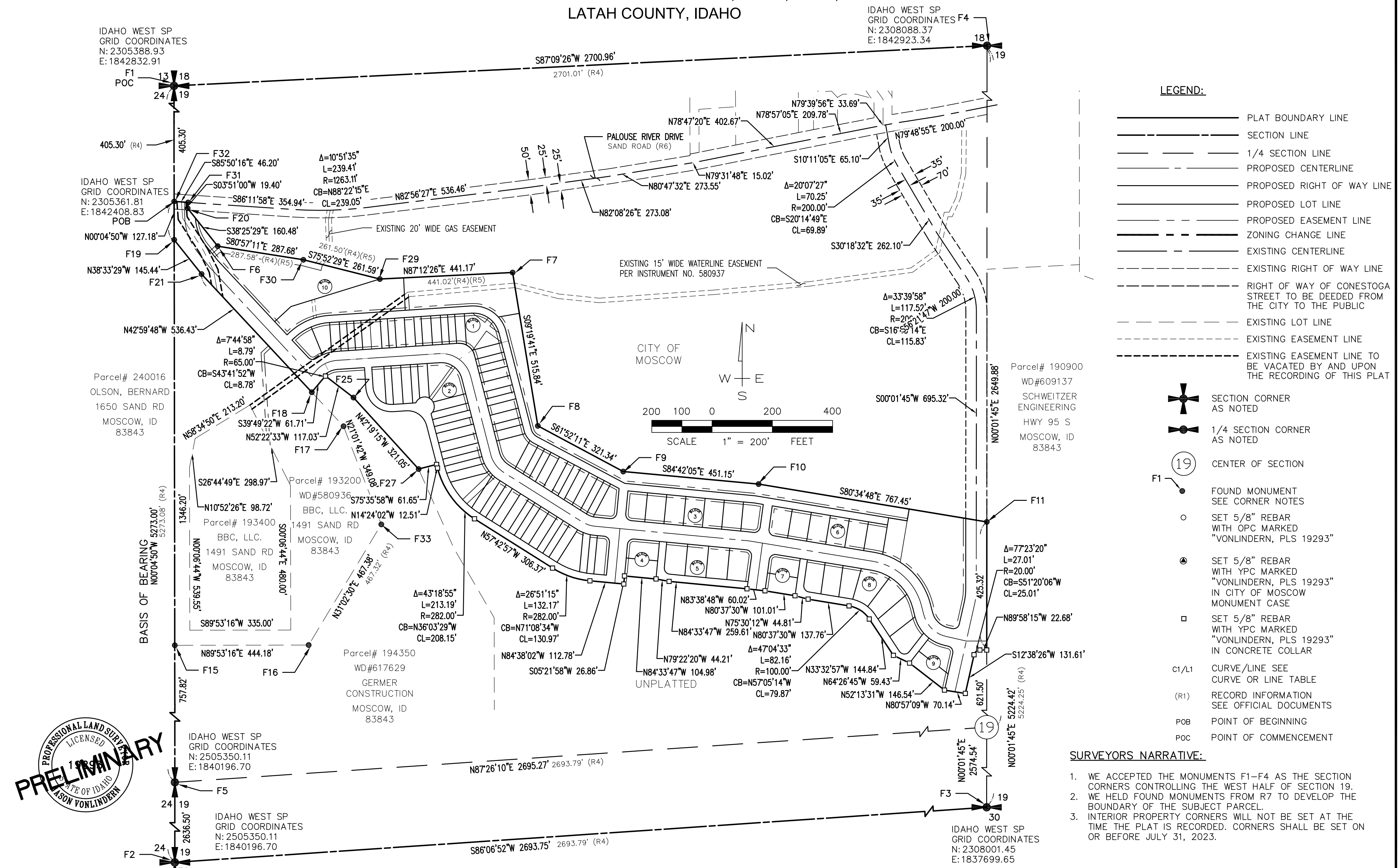
SURVEYOR'S CERTIFICATE:

I, JASON MICHAEL VONLINDERN, PLS 19293, HEREBY CERTIFY THAT THE ABOVE PLATTED AND DESCRIBED PROPERTY REPRESENTS A SURVEY BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AND THAT THE STREETS, LOTS, DISTANCES, AND MONUMENTS HAVE BEEN MEASURED AND LOCATED AS SHOWN THEREON. WITNESS MY HAND AND SEAL THIS THE ____ DAY OF _____, 2022.

JASON MICHAEL VONLINDERN, PLS 19293 DATE



EDINGTON 1ST ADDITION
NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO



BASIS OF BEARING:

THE BEARING OF NORTH 00°04'50" WEST 5273.00 FEET WAS ASSUMED ALONG THE WEST LINE OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, BETWEEN CORNERS F2 AND F1, PER GNSS OBSERVATIONS USING IDAHO STATE PLANE WEST ZONE, NAD83, SCALED TO GROUND. COORDINATES SHOWN HEREON ARE GRID COORDINATES.

	By	Date	Scale: 1:200
Surveyed	TLO	03/2022	Date: August 17, 2022
Drawn	JMV	03/2022	Drawing Name
Checked	JMV	06/2022	BBC02-PLAT.dwg
Approved			
Accepted			
			Sheet 2 of 8

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Engineering, Inc.
405 SE Brelsford Drive, Suite C
Pullman, WA 99163
www.SyntierEngr.com 509.339.6187

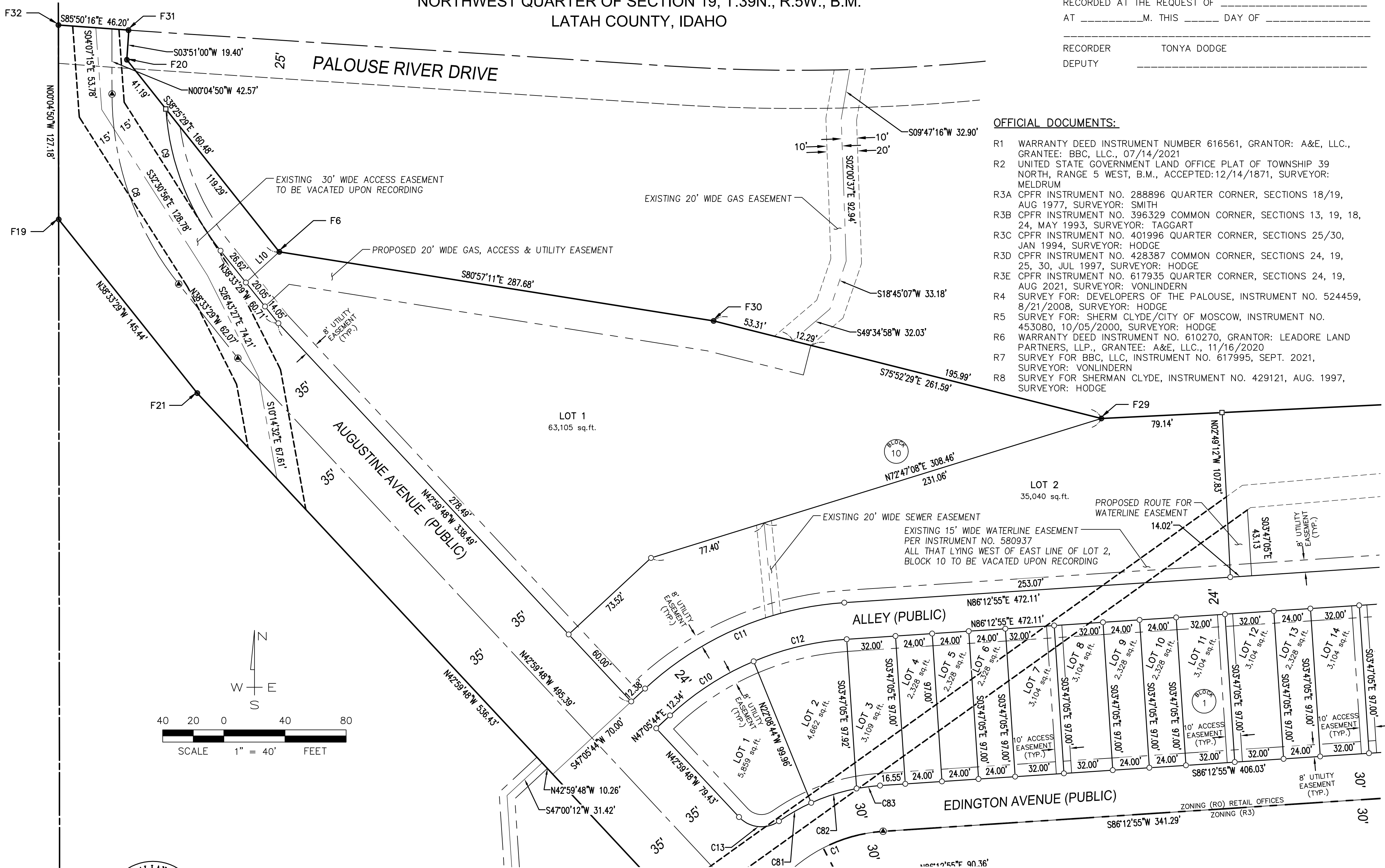
For:
BBC LLC

EDINGTON 1ST ADDITION
NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO

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NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO

COUNTY RECORDER CERTIFICATE:
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DEPUTY _____

- OFFICIAL DOCUMENTS:
- R1 WARRANTY DEED INSTRUMENT NUMBER 616561, GRANTOR: A&E, LLC., GRANTEE: BBC, LLC., 07/14/2021
 - R2 UNITED STATE GOVERNMENT LAND OFFICE PLAT OF TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., ACCEPTED:12/14/1871, SURVEYOR: MELDRUM
 - R3A CPFR INSTRUMENT NO. 288896 QUARTER CORNER, SECTIONS 18/19, AUG 1977, SURVEYOR: SMITH
 - R3B CPFR INSTRUMENT NO. 396329 COMMON CORNER, SECTIONS 13, 19, 18, 24, MAY 1993, SURVEYOR: TAGGART
 - R3C CPFR INSTRUMENT NO. 401996 QUARTER CORNER, SECTIONS 25/30, JAN 1994, SURVEYOR: HODGE
 - R3D CPFR INSTRUMENT NO. 428387 COMMON CORNER, SECTIONS 24, 19, 25, 30, JUL 1997, SURVEYOR: HODGE
 - R3E CPFR INSTRUMENT NO. 617935 QUARTER CORNER, SECTIONS 24, 19, AUG 2021, SURVEYOR: VONLINDERN
 - R4 SURVEY FOR: DEVELOPERS OF THE PALOUSE, INSTRUMENT NO. 524459, 8/21/2008, SURVEYOR: HODGE
 - R5 SURVEY FOR: SHERM CLYDE/CITY OF MOSCOW, INSTRUMENT NO. 453080, 10/05/2000, SURVEYOR: HODGE
 - R6 WARRANTY DEED INSTRUMENT NO. 610270, GRANTOR: LEADORE LAND PARTNERS, LLP., GRANTEE: A&E, LLC., 11/16/2020
 - R7 SURVEY FOR BBC, LLC, INSTRUMENT NO. 617995, SEPT. 2021, SURVEYOR: VONLINDERN
 - R8 SURVEY FOR SHERMAN CLYDE, INSTRUMENT NO. 429121, AUG. 1997, SURVEYOR: HODGE



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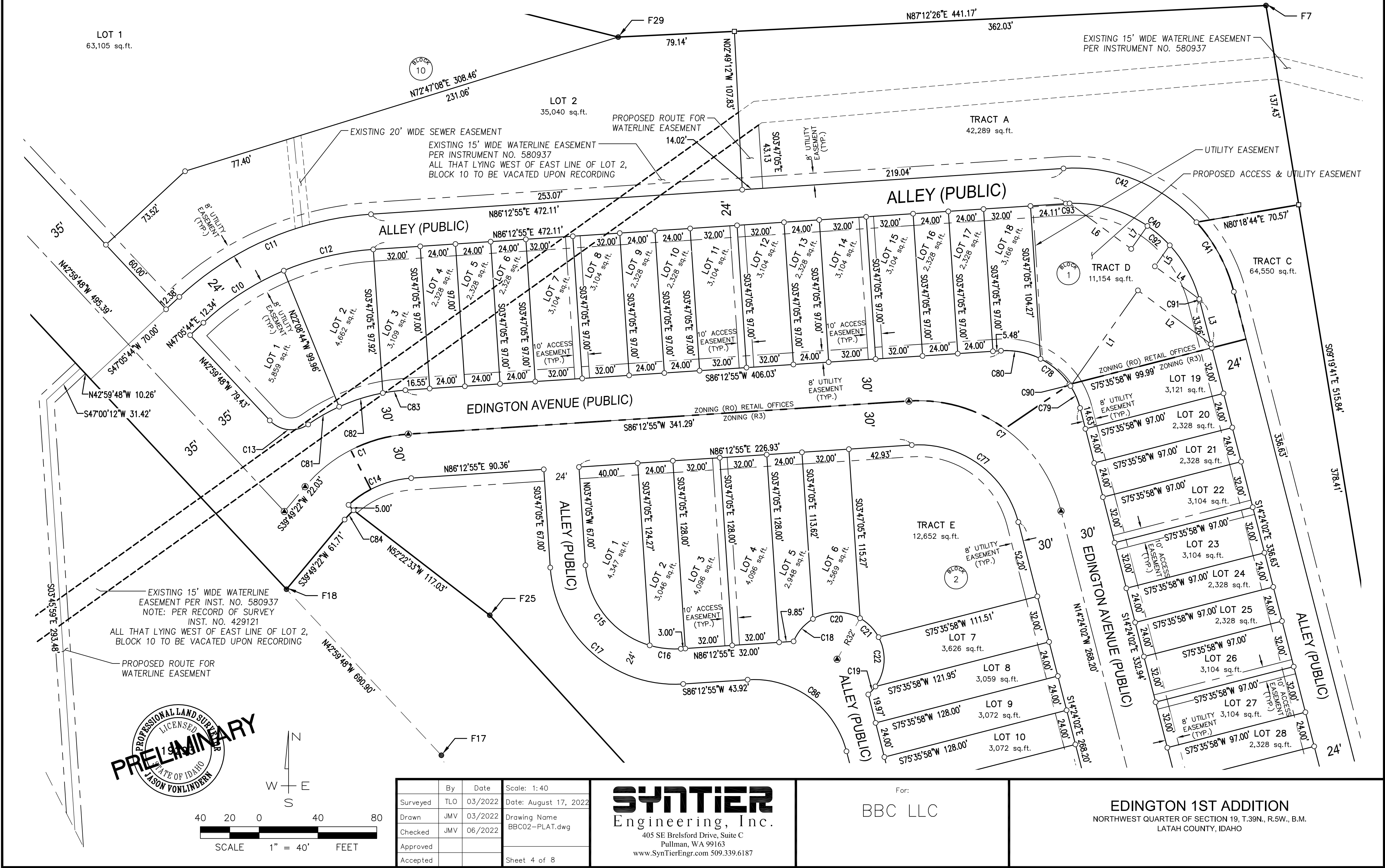
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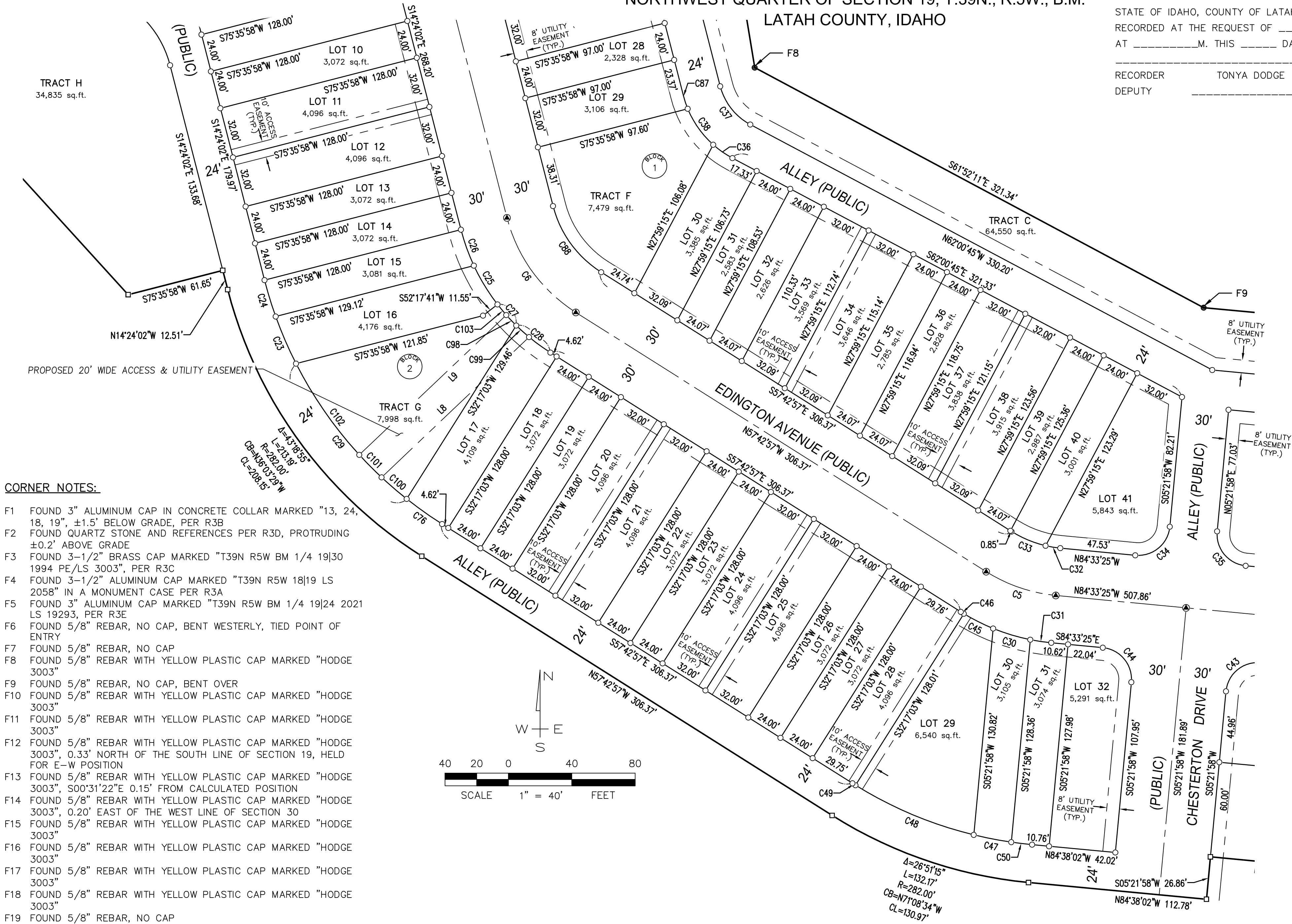
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NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO

EDINGTON 1ST ADDITION

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DEPUTY _____



CORNER NOTES:

- F1 FOUND 3" ALUMINUM CAP IN CONCRETE COLLAR MARKED "13, 24, 18, 19", ±1.5' BELOW GRADE, PER R3B
- F2 FOUND QUARTZ STONE AND REFERENCES PER R3D, PROTRUDING ±0.2' ABOVE GRADE
- F3 FOUND 3-1/2" BRASS CAP MARKED "T39N R5W BM 1/4 19|30 1994 PE/LS 3003", PER R3C
- F4 FOUND 3-1/2" ALUMINUM CAP MARKED "T39N R5W 18|19 LS 2058" IN A MONUMENT CASE PER R3A
- F5 FOUND 3" ALUMINUM CAP MARKED "T39N R5W BM 1/4 19|24 2021 LS 19293, PER R3E
- F6 FOUND 5/8" REBAR, NO CAP, BENT WESTERLY, TIED POINT OF ENTRY
- F7 FOUND 5/8" REBAR, NO CAP
- F8 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F9 FOUND 5/8" REBAR, NO CAP, BENT OVER
- F10 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F11 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F12 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003", 0.33' NORTH OF THE SOUTH LINE OF SECTION 19, HELD FOR E-W POSITION
- F13 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003", S00°31'22"E 0.15' FROM CALCULATED POSITION
- F14 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003", 0.20' EAST OF THE WEST LINE OF SECTION 30
- F15 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F16 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F17 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F18 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F19 FOUND 5/8" REBAR, NO CAP
- F20 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F21 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"
- F22-32 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "VONLINDERN PLS 19293"
- F33 FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "HODGE 3003"

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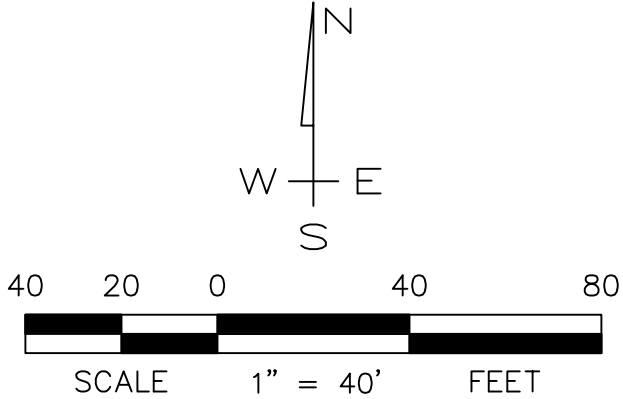
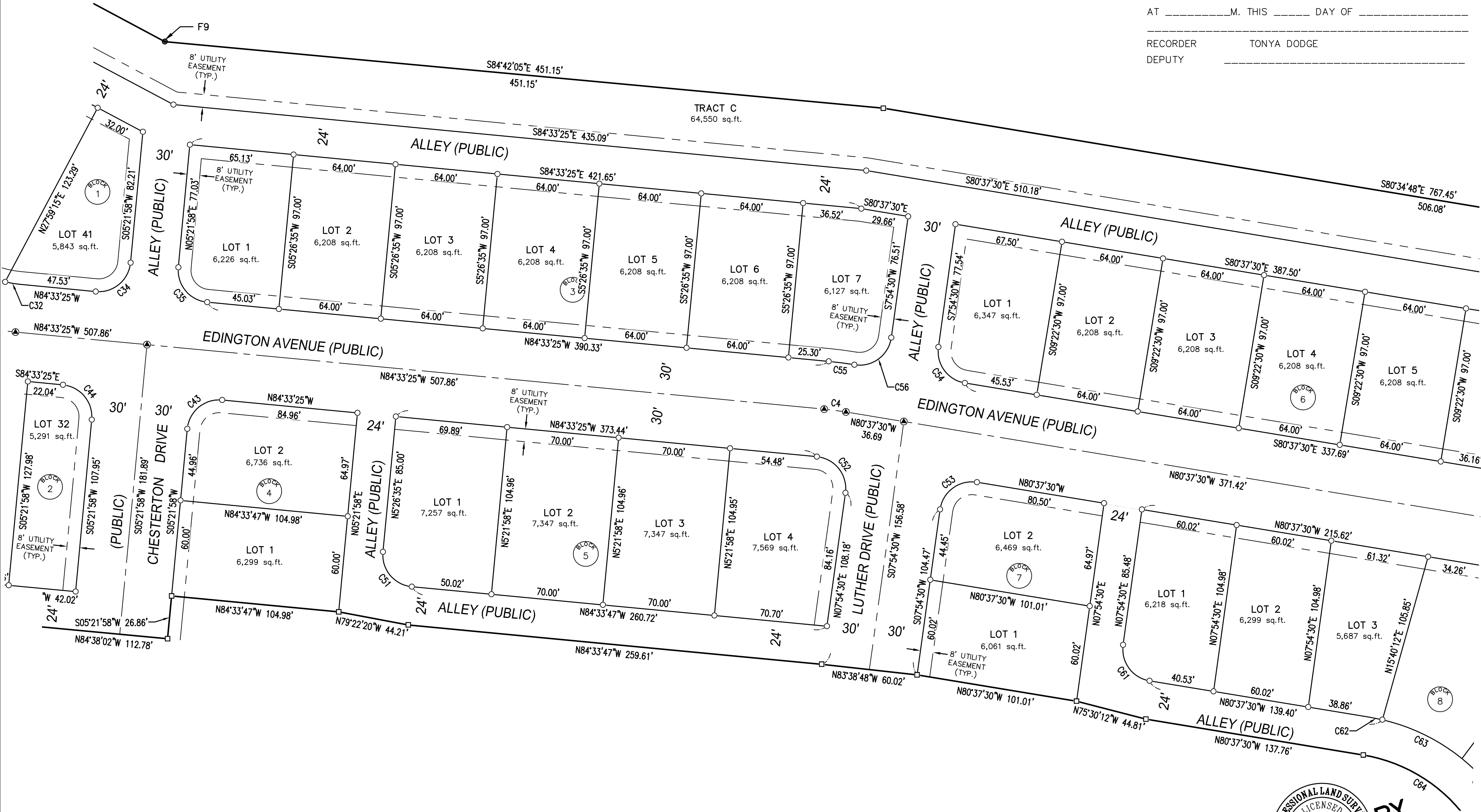
For:
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EDINGTON 1ST ADDITION
NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO



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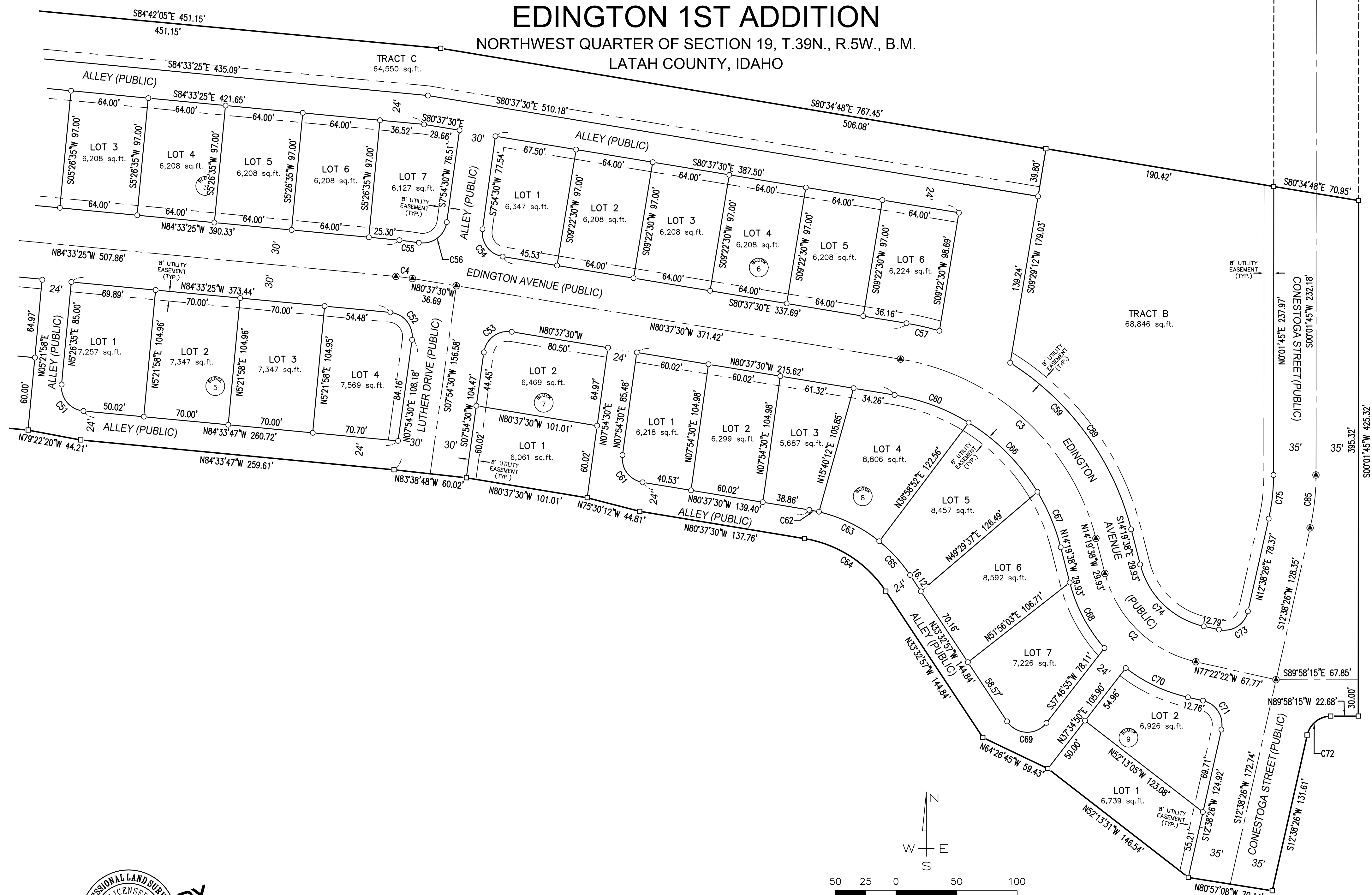
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For:
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NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO

EDINGTON 1ST ADDITION

NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO



PRELIMINARY

	By	Date	Scale: 1:50
Surveyed	TLO	03/2022	Date: August 17, 2022
Drawn	JMV	03/2022	Drawing Name
Checked	JMV	06/2022	BBC02-PLAT.dwg
Approved			
Accepted			Sheet 7 of 8

SYNTIER
Engineering, Inc.
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For:
BBC LLC

EDINGTON 1ST ADDITION
NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.
LATAH COUNTY, IDAHO

EDINGTON 1ST ADDITION

NORTHWEST QUARTER OF SECTION 19, T.39N., R.5W., B.M.

LATAH COUNTY, IDAHO

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	80.97	100.00	046°23'32"	S63°01'09"W	78.78
C2	110.04	100.00	063°02'44"	N45°51'00"W	104.57
C3	231.42	200.00	066°17'52"	N47°28'34"W	218.73
C4	13.73	200.00	003°55'55"	N82°35'28"W	13.72
C5	46.85	100.00	026°50'28"	N71°08'11"W	46.42
C6	75.60	100.00	043°18'55"	N36°03'29"W	73.81
C7	138.55	100.00	079°23'04"	N54°05'34"W	127.73
C8	134.31	200.00	038°28'39"	N19°19'09"W	131.80
C9	100.89	165.00	035°02'05"	S21°02'26"E	99.33
C10	65.48	188.00	019°57'22"	N57°04'25"E	65.15
C11	144.75	212.00	039°07'10"	S66°39'19"W	141.95
C12	62.88	188.00	019°09'48"	N76°38'00"E	62.59
C13	28.65	20.00	082°05'20"	N84°02'28"W	26.27
C14	47.26	70.00	038°41'00"	N66°52'25"E	46.37
C15	74.38	61.00	069°51'48"	N38°42'59"W	69.86
C16	21.44	61.00	020°08'12"	N83°42'59"W	21.33
C17	133.52	85.00	090°00'00"	S48°47'05"E	120.21
C18	20.52	32.00	036°44'13"	S40°45'08"W	20.17
C19	7.29	32.00	013°02'57"	N41°55'11"E	7.27
C20	33.56	32.00	060°05'16"	S89°09'52"W	32.04
C21	18.28	32.00	032°43'32"	N44°25'44"W	18.03
C22	35.44	32.00	063°27'40"	N03°39'52"E	33.66
C23	32.41	258.00	007°11'55"	N23°20'14"W	32.39
C24	24.03	258.00	005°20'15"	N17°04'09"W	24.03
C25	28.74	130.00	012°39'58"	S31°22'20"E	28.68
C26	24.14	130.00	010°38'19"	S19°43'11"E	24.10
C27	17.81	130.00	007°51'03"	S41°37'51"E	17.80
C28	27.59	130.00	012°09'34"	S51°38'10"E	27.54
C29	111.16	258.00	024°41'12"	N39°16'48"W	110.31
C30	24.52	130.00	010°48'22"	S73°14'52"E	24.48
C31	13.40	130.00	005°54'23"	S81°36'14"E	13.40
C32	9.43	70.00	007°43'11"	N80°41'50"W	9.42
C33	23.36	70.00	019°07'18"	N67°16'36"W	23.25
C34	31.44	20.00	090°04'37"	S50°24'16"W	28.30
C35	31.39	20.00	089°55'23"	N39°35'44"W	28.27
C36	14.81	62.00	013°41'07"	S55°10'11"E	14.77
C37	31.58	38.00	047°36'43"	N38°12'23"W	30.68
C38	28.06	62.00	025°55'44"	S35°21'46"E	27.82
C40	121.93	88.00	079°23'04"	S54°05'34"E	112.40
C41	54.22	112.00	027°44'15"	N28°16'09"W	53.69

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C42	100.96	112.00	051°38'48"	N67°57'41"W	97.57
C43	31.44	20.00	090°04'37"	S50°24'16"W	28.30
C44	31.39	20.00	089°55'23"	S39°35'44"E	28.27
C45	20.74	130.00	009°08'25"	S63°16'28"E	20.72
C46	2.24	130.00	000°59'19"	S58°12'36"E	2.24
C47	24.13	256.74	005°23'03"	N78°59'06"W	24.12
C48	81.30	256.74	018°08'32"	N67°13'18"W	80.96
C49	2.25	256.74	000°30'06"	N57°53'59"W	2.25
C50	13.25	256.74	002°57'25"	N83°09'20"W	13.25
C51	31.39	20.00	089°55'45"	N39°35'55"W	28.27
C52	32.28	20.00	092°27'56"	N38°19'27"W	28.89
C53	31.93	20.00	091°27'59"	S53°38'30"W	28.64
C55	15.78	230.00	003°55'55"	N82°35'28"W	15.78
C56	31.93	20.00	091°27'59"	S53°38'30"W	28.64
C60	65.57	170.00	022°06'00"	N69°34'30"W	65.17
C61	30.90	20.00	088°32'01"	N36°21'30"W	27.92
C62	8.17	124.00	003°46'33"	N78°44'14"W	8.17
C63	55.83	124.00	025°47'51"	N63°57'02"W	55.36
C64	82.16	100.00	047°04'33"	N57°05'14"W	79.87
C65	37.88	124.00	017°30'10"	N42°18'02"W	37.73
C66	81.27	170.00	027°23'22"	N44°49'49"W	80.49
C67	49.87	170.00	016°48'30"	N22°43'53"W	49.69
C68	61.79	130.00	027°13'56"	N27°56'36"W	61.21
C69	37.93	20.00	108°40'08"	N87°53'01"W	32.50
C70	57.12	130.00	025°10'27"	N64°47'09"W	56.66
C71	31.42	20.00	090°00'48"	N32°21'58"W	28.29
C72	27.01	20.00	077°23'20"	S51°20'06"W	25.01
C76	27.43	258.00	006°05'33"	N54°40'10"W	27.42
C77	96.99	70.00	079°23'04"	S54°05'34"E	89.41
C78	26.51	52.00	029°12'32"	N48°31'15"W	26.22
C79	17.71	52.00	019°30'57"	N24°09'30"W	17.63
C80	27.83	52.00	030°39'35"	N78°27'18"W	27.49
C81	24.34	130.00	010°43'46"	S60°16'45"W	24.31
C82	31.19	130.00	013°44'41"	S72°30'59"W	31.11
C83	15.49	130.00	006°49'35"	S82°48'07"W	15.48
C84	8.79	65.00	007°44'58"	S43°41'52"W	8.78
C85	44.02	200.00	012°36'40"	S06°20'06"W	43.93
C86	90.06	65.00	079°23'04"	S54°05'34"E	83.03
C87	8.65	62.00	007°59'52"	S18°23'58"E	8.65
C88	52.92	70.00	043°18'55"	N36°03'29"W	51.67

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C89	173.93	230.00	043°19'43"	N35°59'30"W	169.82
C90	1.31	52.00	001°26'53"	N33°11'32"W	1.31
C91	0.98	87.85	000°38'20"	N14°43'11"W	0.98
C92	20.15	88.00	013°06'59"	N49°03'37"W	20.10
C93	2.54	87.99	001°39'08"	S87°02'28"W	2.54
C98	9.12	130.00	004°01'07"	S43°32'49"E	9.12
C99	10.92	130.00	004°48'45"	S47°57'45"E	10.92
C100	20.88	258.00	004°38'10"	S49°18'19"E	20.87
C101	20.01	258.00	004°26'37"	S44°45'55"E	20.00
C102	70.28	258.00	015°36'25"	S34°44'24"E	70.06
C103	8.70	130.00	003°49'57"	S39°37'18"E	8.69

LINE TABLE		
Line #	Direction	Length
L1	S35°10'57"W	79.61
L2	N53°35'08"W	61.66
L3	S14°24'02"E	30.68
L4	S53°35'08"E	37.54
L5	S35°10'57"W	17.54
L6	N53°35'08"W	52.13
L7	S35°10'57"W	19.12
L8	N46°26'07"E	128.46
L9	S46°26'07"W	128.04
L10	S47°28'46"W	29.70



	By	Date	Scale:
Surveyed	TLO	03/2022	Date: August 17, 2022
Drawn	JMV	03/2022	Drawing Name
Checked	JMV	06/2022	BBC02--PLAT.dwg
Approved			
Accepted			Sheet 8 of 8

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LATAH COUNTY, IDAHO

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

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.

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

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

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

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.

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

Farmers 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.

Kelly moved, Laflin seconded to adjourn to Executive Session at 9:38 p.m. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bill Lambert
Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins
Laurie M. Hopkins, City Clerk



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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A TWENTY-SEVEN POINT ONE TWO (27.12) ACRE AREA OF LAND GENERALLY LOCATED SOUTH OF THE WEST PALOUSE RIVER DRIVE BALL FIELDS PROPERTY AND WEST OF THE SCHWEITZER ENGINEERING LABORATORIES PROPERTY, KNOWN AS EDINGTON ADDITION TO THE CITY OF MOSCOW, IDAHO.

WHEREAS, the applicant filed an application for a Preliminary Subdivision Plat on March 26, 2021; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on May 12, 2021; and

WHEREAS, this matter came before the Moscow City Council during a duly noticed public hearing on June 7, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a twenty-seven point one two (27.12) acre area of land generally located south of the west Palouse River Drive ball fields property and west of the Schweitzer Engineering Laboratories property.
3. The subject property is primarily being used for agricultural production. The subject property is surrounded by agricultural land to the west and the south, Schweitzer Engineering Laboratories property to the east, and the City's West Palouse River Drive ball fields property to the north. The South Fork of the Palouse River currently flows through the ball fields property to the north.
4. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Residential and Rural and Agricultural and the proposal is a combination of the High-Density Residential and Auto-Urban Residential designations.
5. Auto-Urban Residential (AU-R) designated areas,

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

6. High-Density Residential designated areas are intended to,

“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 subject property and adjacent properties immediately to the west and south within Latah County are currently designated as Agriculture/Forestry (AF).
8. The West Palouse River Drive ball fields to the north is currently designated as Farm Ranch and Open Space and the Schweitzer property to the east is designated as Motor Business (MB). Manufactured home parks and Idaho Transportation Department’s service yard on the south side of Palouse River Drive are zoned MB.
9. The applicant is concurrently proposing to rezone the subject property from the Agriculture Forestry (AF) Zone to the Residential Office (RO) Zone and Medium Density Residential (R-3) Zone.
10. According to the City of Moscow Zoning Code, the RO Zone is a moderately intensive zone including both offices and high-density housing. It serves as a transitional Zoning District between residential Zoning Districts and commercial or industrial Zoning Districts.
11. The RO Zoning District is appropriately applied in the following circumstances:
1. On the perimeter of commercial or industrial districts where they abut residential land uses;
 2. Where transportation network use is greater than desirable for lower density residential uses;
 3. Where landforms create sites which are reasonably accessible by transportation systems and which are buffered from nearby residential areas; and
 4. Where the development patterns in a neighborhood will allow development of moderate intensity to occur without producing adverse visual impact or harm to the transportation network.
12. Uses permitted within the RO Zone include single family dwellings, two family dwellings, multi-family dwellings, twinhomes, townhouses, market and community gardens, veterinary services, professional offices, restaurants up to 1,500 sf in size, group and small child care facilities, community/neighborhood centers, health care services, public parks and recreation facilities, telecommunications services, personal care services, and bed and breakfast inns.

13. The Medium Density Residential (R-3) Zoning District provides for an increase over the density allowed by the R-2 zoning district by permitting different types of housing construction. It is appropriate where activity levels are moderate, terrain permits construction of somewhat larger structures, and where public systems and neighborhood facilities can accommodate a greater intensity of land use as guided by the Comprehensive Plan.
14. Uses permitted within the R-3 Zone include single-family dwellings, two family dwellings, twinhomes, townhouses, market and community gardens, group and small child care facilities, and public parks and recreation facilities.
15. The applicant is proposing to subdivide the 27-acre area into 105 lots ranging from 2,328 to 63,105 square feet in size, referred to as Edington Subdivision.
16. There are 20 lots that are proposed within the RO Zone, with 17 being townhouse lots. The R-3 Zoned portion of the project is proposed to contain 55 townhouse lots and 30 standard single-family lots. All of the proposed lots meet the minimum lot size and width for their respective proposed zoning districts.
17. The minimum lot size for single-family, two-family, and multi-family dwellings parcels within the RO Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater. Townhouse dwellings have a minimum lot size of 1,800 sf and twinhome dwellings require 2,250 square feet. The minimum lot width for single-family, two-family, and multi-family dwellings is 50 feet, 18 feet for townhouses, and 25 feet for twinhomes.
18. The minimum lot size for detached single family lots within the R-3 Zone is 6,000 sf and townhouse lots require 2,000 square feet. The minimum lot width for detached single family lots within the R-3 Zone is 60 feet (50 feet for lots with alley access). The minimum townhouse lot width is 20 feet for the R-3 Zone.
19. The Zoning Code contains specific standards for townhouses which includes unit grouping and spacing, guest parking, and common open space requirements. Townhouse buildings shall contain no more than 8 contiguous units and the spacing between townhouse buildings shall be no less than 16 feet. Spacing between townhouse buildings shall include a four 4-foot-wide pedestrian easement and sidewalk joining the alley, or rear of the townhouse development, to the public sidewalk adjacent to the front public street.
20. Townhouse developments of more than twenty-four 24 units shall provide off-street guest parking at the rate of 1 stall per each 4 townhouse units. Such guest parking shall be located within the required spacing between townhouse buildings or at the rear of the townhouse buildings. Townhouse developments of more than 24 units shall also provide functional common open space of 75 square feet per unit. Such common open space shall be of a functional size, the smallest dimension of which shall not be less than 30 feet and shall include landscaped and turf areas and shall include at least 2 different furnishings such as benches, picnic tables, children's play equipment or other similar items.
21. The Council finds that the grouping, spacing, pedestrian easements, and open space meet the townhouse standards. All additional standards will be verified when construction drawings are submitted.
22. There are numerous tracts throughout the proposed subdivision that are intended to provide stormwater detention facilities, as well as common off-street parking, and pedestrian paths.
23. The subject property has access via Palouse River Drive which is designated as a minor arterial. Palouse River Drive is currently not developed to the minor arterial standard which is a 34-foot-wide roadway section with curb, gutter, and sidewalks on both sides of the street. The roadway

is currently paved, but there is intermittent curbing and sidewalks, typically only on one side of the street. Frontage improvements that have occurred on Palouse River Drive are mainly on the north side of the street as a result of subdivision development.

24. There are proposed to be two access points to Palouse River Drive. One access point is on the west side after the South Fork of the Palouse River bridge and the other is at the east end which is the extension of Conestoga Street across the City's ball fields property. As part of the extension of Conestoga Street to the south to the subject property, a bridge will be constructed across the South Fork of the Palouse River.
25. As part of the agreement that the City Council directed Staff to draft on May 3, 2021, the applicant agrees to construct, at the applicant's expense, the frontage improvements to the south side of West Palouse River Drive to include installation of curbing, sidewalk and roadway widening to improve West Palouse River Drive to thirty-four (34) feet in width from the intersection with Conestoga Street and continuously extending to US 95/South Main Street.
26. Also part of the agreement is the City's contribution to the construction of the Conestoga Street extension and bridge at 50% of the actual cost of the Conestoga Street extension, up to a maximum amount of \$1,078,210.
27. There are two main access points from Palouse River Drive to the proposed subdivision. The street extending from the west is proposed to be Augustine Avenue, which will be developed to the collector standard which is a 34-foot paved width with two travel lanes, bike lanes on both sides, and no on-street parking. Curb, gutter, tree lawns, and sidewalks are also required on both sides of the street. The extension of Conestoga Street to the east is also proposed to be a collector street developed to the same standard as Augustine Avenue. The City's Thoroughfare Plan shows the general alignment of two collector streets at the same alignment as the proposed Conestoga Street extension and Augustine Avenue.
28. The primary street which provides a connection to Conestoga Street and Augustine Avenue is Edington Street which is proposed to be developed as a 36-foot-wide local street which includes curb, gutter, tree lawns, sidewalks, and parking on both sides of the street. All of the proposed lots within the subdivision will have public street frontage as well as rear public alley access. There are multiple alley entrance points from Edington Avenue and the blocks are laid out in a semi-gridded network.
29. Per the City's townhouse standards, there are multiple pedestrian easements which will contain 4-foot-wide sidewalks in-between the grouping of townhouse buildings. A public pathway is proposed on the linear Tract C between the subdivision and the ball fields property to the north.
30. There are two additional local streets which make up the grid network, which are Chesterton Drive and Luther Drive. These proposed streets are stubbed to the southern boundary of the proposed subdivision and are intended to extend to future subdivisions to the south.
31. Water mains will be extended throughout the subdivision from the existing mains within Palouse River Drive. The property is considered developable in the City's Comprehensive Water System Plan dated January 2012. The Engineering Department has determined that the existing system has adequate potable and fire flows to serve the proposed subdivision.
32. Sanitary sewer is proposed to be extended throughout the subdivision primarily within the alleys. A main will then be extended in an east/west direction across the ball field property to a lift station that will be constructed to serve the proposed subdivision.
33. Storm sewer will be piped and directed to numerous stormwater detention ponds located within the proposed subdivision. The detention facilities of the proposed development will need to meet

Moscow's Stormwater Runoff Control Standards which required the stormwater to be detained to the pre-development rate. The stormwater is then conveyed from the detention facilities to the South Fork of the Palouse River.

34. The proposed subdivision falls under the requirements of the parkland dedication codes of the City. The subject property contains 4.2 acres of net developable area of platted RO Zoned property, which requires a 9% dedication. There is 9.16 acres of net developable area within the R-3 Zone which requires a 7% dedication. The total parkland dedication for the proposed subdivision is 1.02 acres. The applicant has submitted a letter proposing to defer the parkland dedication to a later phase, which was reviewed by the Parks and Recreation Commission and Pathways Commission. Both Commissions recommended approval of deferring the parkland dedication during their April 13, 2021 and April 22, 2021 regular meetings.
35. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on March 19, 2021 to discuss the proposed preliminary plat.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Residential Office (RO) and Medium Density Residential (R-3) 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 Augustine Street and Conestoga Street is consistent with the Thoroughfare Plan. The proposed lots sizes and densities are consistent with the proposed 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 a minor arterial, and includes the extension of Conestoga Street and Augustine Street which are designated as collector streets. Water and Sewer connections are readily available in the area and a sanitary sewer main is proposed to be extended across the West Palouse River Drive ball fields to a new lift station that will be constructed as part of the subdivision. 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 City Council of the City of Moscow approves the preliminary subdivision plat request for the twenty-seven point one two (27.12) acre area of land 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 with one (1) condition:

1. Water and sanitary sewer mains shall be extended to the western edge of the subject property boundary to allow the future extension of services to adjacent properties.

PASSED BY THE CITY COUNCIL OF THE CITY OF MOSCOW this 7th day of June, 2021.



Bill Lambert, Mayor

COMMITTEE STAFF REPORT

DATE: Tuesday, September 6, 2022



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Palouse Groundwater Basin Water Alternatives Supply Contract Extension - Tyler Palmer

DESCRIPTION

The City of Moscow is administering a contract with Alta Science and Engineering Inc. on behalf of the Palouse Basin Aquifer Committee (PBAC). The contract is for continued work toward the selection and implementation of an alternate supply water project. At their meeting on July 28, 2022, PBAC approved an extension of the contract to facilitate Alta's support of the project as it enters a public involvement phase. The work will be billed on a time and materials basis not to exceed \$50,000. The City will invoice PBAC for the entire amount, and reimburse any funds not expended.

STAFF RECOMMENDATION

Approve the contract extension with Alta Science and Engineering as presented.

PROPOSED ACTIONS

ACTION: Approve the contract extension with Alta Science and Engineering Inc. as presented.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Second Amendment for Alternative Water Supply Project_Alta_Final

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE
WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO
AND ALTA SCIENCE AND ENGINEERING, INC.**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Second Amendment"), is made and entered into this _____ day of _____, 2022, 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 Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

W I T N E S S E T H :

WHEREAS, CITY contracted with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "Project") on October 9, 2020, see Attachment "A" (hereinafter "Agreement"); and

WHEREAS, the Project Schedule in Agreement stated a final completion of Project on or before December 31, 2021; and

WHEREAS, Project has not been completed according to the Project Schedule; and

WHEREAS, the Agreement provides for modification upon written agreement signed by the Parties (Section XII) as well as allowing for an extension (Section VI); and

WHEREAS, the Parties executed an Amendment to the Agreement on May 12, 2022, providing for a final completion date of August 31, 2022, see Attachment "B" (hereinafter "Amendment"); and

WHEREAS, the Parties intend to modify the Agreement again through this Second Amendment to accommodate the public outreach phase of the project;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

It has been determined that the public outreach costs of the Project are more than anticipated. CITY agrees to pay CONSULTANT additional monies not to exceed Fifty Thousand Dollars (\$50,000) to cover this expense. CONSULTANT shall be granted a time extension with the expectation that final completion of Project shall be on or before March 1, 2023. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CONSULTANT

CITY

City of Moscow, Idaho

By: _____
Derek Forseth, CEO
Alta Science and Engineering, Inc.

By: _____
Arthur D. Bettge, 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 _____, 2022, before me, a Notary Public in and for said State, appeared Derek Forseth, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for _____.

Notary Public for _____
Residing at _____
My commission expires: _____

Attachment A

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER
SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA
SCIENCE AND ENGINEERING, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Agreement"), is made and entered into this 9th day of October, 2020, 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 Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CITY intends to contract with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "Project"); and

WHEREAS, CITY intends to hire CONSULTANT for project management services to further refine the water supply alternatives identified in the *Palouse Groundwater Basin Water Supply Alternatives Analysis Report* and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) that meets the Board's expectations for Project;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: THE PROJECT

CONSULTANT shall provide professional services for Project as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of consulting services.

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for Project herein are to be prepared by CONSULTANT through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by a similarly situated professional organization. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

2020-067

PROFESSIONAL SERVICES AGREEMENT – PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT
ALTA SCIENCE AND ENGINEERING, INC.

PAGE 1 OF 7

SECTION III: COMPENSATION

- A. CONSULTANT shall perform all work necessary to complete Project for an amount not to exceed one hundred forty-nine thousand nine hundred ninety-five dollars (\$149,995).
- B. Other Considerations Regarding Fees and Costs.

CONSULTANT shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of Project work completed shall be made by CITY.

SECTION IV: SCOPE OF WORK and CONSULTANT RESPONSIBILITIES

CONSULTANT shall complete the entire work on Project. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards.

CONSULTANT shall report progress no less than once every one (1) month to PBAC.

Project Management

Project administration and management, including regular coordination with PBAC on project updates, etc. The general scope of work includes:

- Facilitation of project meetings and other activities in order to refine and identify a viable alternative or set of alternatives for Idaho Department Water Resource (hereinafter "IDWR") funding consideration.
- Work closely with PBAC and other contracted consultants and help support related and ongoing research, including water supply alternatives data gap work.
- Identify interim steps for each alternative to break (scalable) the alternatives into smaller segments.
- Assimilate LEAP Analysis findings and ongoing SEG outreach. Provide updated information and ensure SEG stays current on water supply alternatives. Help address community interests and issues/concerns.
- Identify required tasks and milestones needed to reach Idaho Water Resource Board deliverables, which include:
 - Have an alternative selected or combination of alternatives (or specific action steps identified to do so)
 - Price tag
 - Demonstration that we have done work to gain community support
 - Identification of (other) funding resources and matching dollars
- Evaluate and determine unknown work/tasks and advise PBAC on other necessary actions/steps required to meet PBAC's goal.
- Monthly email progress reports available for review at regularly scheduled PBAC meetings.

Deliverables

- Regular communication and coordination with PBAC.

- A final summary report and presentation including conclusions and next steps will be provided to PBAC upon completion of this project and no later than December 2021. Project funding will be provided by PBAC. PBAC will function as the lead organization for the project, UI will act as contract administrator, and IDWR and Ecology will provide technical assistance, if necessary. Funding for this project is contingent upon continuing sponsoring entity fiscal year (July-June) funding allocations.
- CONTRACTOR will identify a project manager for this work who will reside locally or be available to travel to the Basin approximately once per quarter and present a progress report or oral presentation at a regular PBAC meeting. The project manager is expected to be available by phone or in-person at monthly PBAC progress meetings in order to provide regular updates.
- PBAC reserves the right to add additional tasks related to the pursuit and refinement of an Alternative Water Supply Project.

SECTION V: CITY RESPONSIBILITIES

CITY, at no extra charge to CONSULTANT, shall provide requested documents relevant to the Project, if available.

SECTION VI: PROJECT SCHEDULE

CONSULTANT shall achieve final completion of Project on or before December 31, 2021. In the event of unavoidable delays beyond CONSULTANT's control, CONSULTANT, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of CONSULTANT's knowledge of such delays.

SECTION VII: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither CONSULTANT nor any officer, employee, or agent of CONSULTANT, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION VIII: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to CONSULTANT except as designated by this

section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, including direct expenses and including a percentage of the fixed fee based upon the work completed.

B. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION IX: INSURANCE

A. CONSULTANT's Errors and Omissions Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services. Should CONSULTANT or any of CONSULTANT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CONSULTANT has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to CONSULTANT.

B. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

SECTION X: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, 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 CONSULTANTS or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of CONSULTANT or its 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.

SECTION XI: CONFLICT OF INTEREST

CONSULTANT 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 its services hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONSULTANT shall immediately disclose such conflict to the Project Manager (Palouse Basin Aquifer Committee).

SECTION XII: 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. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION XIII: LICENSES AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that they possess the skill and experience necessary and all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and such laws and regulations are hereby made part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall defend, hold harmless, and indemnify 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 CONSULTANT, CONSULTANT's officers, agents, employees, or its subcontractors.

SECTION XIV: NON-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, national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including internship. CONSULTANT agrees to post in conspicuous places, available to

employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION XV: 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 reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without lawsuit.

SECTION XVI: JURISDICTION, VENUE AND NONWAIVER

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho. The venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. 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 a right, or a waiver of any subsequent breach.

SECTION XVII: SPECIAL WARRANTY

CONSULTANT warrants that nothing of monetary value has been given, promised, or implied as remuneration of inducement to enter into this Agreement. CONSULTANT 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 CONSULTANT shall make this Agreement null and void. CONSULTANT 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 and workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

SECTION XVIII: COMMUNICATION

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:	Alta Science and Engineering, Inc	City:	City of Moscow
	Derek Forseth, CEO		Tyler Palmer, Deputy City Supervisor
	220 E. Fifth Street, Suite 325		206 East Third Street
	Moscow, Idaho 83843		P O Box 9203
			Moscow, Idaho 83843

SECTION XIX: NON-APPROPRIATION

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.

SECTION XX: APPROVAL REQUIRED AND SEVERABILITY

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

SECTION XXI: EXECUTION

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

CONSULTANT

By: [Signature]
Derek Forseth, CEO
Alta Science and Engineering, Inc.

CITY

City of Moscow, Idaho

By: [Signature]
Bill Lambert, Mayor



[Signature]
Laurie M. Hopkins, City Clerk

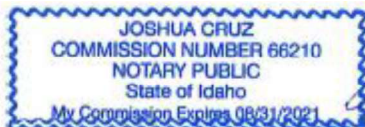
Approved As To Form:

[Signature]
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho
County of Latah ss:

On this 13th day of October, 2020, before me, a Notary Public in and for said State, appeared Derek Forseth known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Alta Science and Engineering Inc.



[Signature]
Notary Public for Idaho
Residing at 222 E Troy Rd Moscow ID 83843
My commission expires: 8/31/2021

Attachment B

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER
SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA
SCIENCE AND ENGINEERING, INC.**

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Amendment"), is made and entered into this 12th day of May, 2022, 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 Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CITY contracted with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "Project") on October 9, 2020, see Attachment "A" (hereinafter "Agreement"); and

WHEREAS, the Project Schedule in Agreement stated a final completion of Project on or before December 31, 2021; and

WHEREAS, Project has not been completed according to the Project Schedule; and

WHEREAS, the Agreement provides for modification upon written agreement signed by the Parties (Section XII) as well as allowing for an extension (Section VI); and

WHEREAS, the Parties intend to modify the Agreement through this Amendment;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

CONSULTANT shall be granted an extension with the expectation that final completion of Project shall be on or before August 31, 2022. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CONSULTANT

By: [Signature]
Derek Forseth, CEO
Alta Science and Engineering, Inc.

CITY

City of Moscow, Idaho

By: [Signature]
Arthur D. Bettge, Mayor



ATTEST
[Signature]
Laurie M. Hopkins, City Clerk

Approved As To Form:
[Signature]
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho)
County of Latah) ss:

On this 11th day of May, 2022, before me, a Notary Public in and for said State, appeared Derek Forseth, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Alta Science and Engineering, Inc.



[Signature]
Notary Public for Idaho
Residing at 731 E 1st St, Moscow ID
My commission expires: 04/01/27



CEDA ANNUAL REVIEW

May 1, 2021 – April 30, 2022

1626 6th Avenue N.
Lewiston, ID 83501
(208)746-0015
www.clearwater-eda.org

CEDA Vision

As the collective voice for north central Idaho, CEDA provides leadership and guidance in developing communities, diversifying the economy, and creating prosperity.

CEDA Mission

To assist business and communities by acting as a conduit to needed resources.

From the Executive Director



This reporting period reflects a transition time for CEDA. In October I assumed the position of Executive Director. After 20 years with CEDA, fifteen as Executive Director, Christine Frei retired in December. Under Christine and the Board of Directors' leadership, CEDA ascended to a higher level of mission, programming, and resources. I am grateful for her stewardship to see growth in the Association.

This is my second stint with CEDA. I served in community and economic development roles from 1994 to 2001, returning to the organization in 2018 as Development Manager. Over this period CEDA grew its business loan portfolio from \$867 thousand to \$5 million. We have developed and own real estate for economic development. We have gained regional and statewide roles in economic strategic planning and cultivated leadership in workforce development from our Dream It. Do It. Here Youth Conference, along with responsibilities for the Clearwater Basin Youth Conservation Corps. A core CEDA service: Community Development Block Grant project development has provided \$34 million in total federal grant resources for the region for public infrastructure, fire halls, community/senior centers, and parks since 2015. We have expanded into community capacity building programs such as REV-up (Rural Community Development Initiative).

In 2019 we prepared a "30:1 Report" that shows for every \$1 in membership dues collected, CEDA has leveraged \$30 in outside funding for grants and loan support. We accomplish all we do by maintaining a core staff of six over the past seven years. Our demonstrated performance, thanks to the support from our 65 dues paying members, has enabled us to grow and be effective.

On the horizon – The membership will be seating a board for 2022-24 with some new and many returning faces. In May, the Board will select our two executive leaders, Board Chair and Vice-Chair. I especially want to thank Steve Greenfield who has ably served as Board Chair for the past four years.

New and expanding opportunities – We will continue to expand into workforce development through our Inland Northwest Workforce Council and we anticipate additional funding resources through the state. In the area of broadband, we also envision some great strides, working with our partners to address underserved/unserved communities. We may also see new financial resources for business lending. We hope to re-deploy our real estate assets within the region to benefit rural economic development.

Possible Challenges – Where is the economy headed and what this means for organizations like ours that respond to critical needs.

To our membership – We are here for you! My staff and I are available to help you navigate a project idea or meet with a business that is seeking assistance. Let us know if you have a board or council meeting and would like us there.

Finally, I dedicate this annual report in the memory of Dr. Marion Shinn. Dr. Shinn was a founding board member of the Clearwater Economic Development Association in 1967. He recently passed away at 101. Marion was our historian and passionate supporter of CEDA and the region. It was his and others' vision of COLLABORATION across rural and urban communities, counties, and philosophies for the betterment of north central Idaho.

STRATEGIC PLANNING

Wrapping up Economic Resiliency Plan

CEDA's Regional Economic Recovery Team has almost completed its task to develop a regional economic recovery and resiliency plan. The RER Team has been working for nine months to analyze COVID-19 economic impacts and create strategies to build regional economic resilience. The Team built upon four economic recovery pillars – economic resilience, workforce, leadership, and healthy communities and created objectives that include building upon housing and childcare infrastructure, strengthening regional supply chains, cultivating leaders, and employee-centric cultures. The plan will be completed in May and once approved by the CEDA Board of Directors, will be incorporated in the regional Comprehensive Economic Development Strategy (CEDS).

CEDA thanks RER Team members for their hard work and dedication to the development of this plan:

Diane Hairston, Clearwater County Economic Development Council; Ann McCormack, Nez Perce Tribe; Kyle Guelcher, North Central Idaho Small Business Development Center; Carol Moehrle, North Central District Health Department; Colette DePhelps, University of Idaho Extension; Don Gardner, Clearwater County Emergency Manager; Gina Taruscio, Partners for Economic Prosperity; Hy'D Andrews, Idaho Food Bank; Kim Johnson, St. Mary's Hospital; Jerry Zumalt, Idaho County Disaster Management Coordinator; Margret Hair, retired; Ryan Bender, Idaho Office of Emergency Management; Todd Holcomb, Community Action Partnership; and Scott Corbitt, Valley Vision

Statewide CEDS Progress

CEDA is collaborating with statewide partners to complete an Idaho Comprehensive Economic Development Strategy by September 2022. The project is designed to approach statewide economic development from a bottom-up approach by using Idaho's five economic development districts strategic plans as a foundation and aligning goals and strategies with relative state agencies responsible for Idaho's economic vitality such as the Idaho Department of Commerce and Idaho Transportation Department. A statewide economic plan highlights common goals and actions as well as identifies opportunities to expand partnerships, support statewide economic development initiatives, and increase Idaho's economy throughout the state.

Both these projects are funded by the US Economic Development Administration (EDA)

Deb Smith, Regional Economic Development Planner, is responsible for economic planning and strategic planning services.

WORKFORCE DEVELOPMENT

Inland Northwest Workforce Development Council (INWC)

CEDA's workforce council (formerly called Dream It. Do It), has been re-branded over the last few months with an expanded mission that emphasizes career awareness, employer needs, education/training, and entrepreneurship. The Council encompasses eight north central Idaho and southeast Washington counties. Scott Corbitt of Valley Vision serves as INWC Chair.

The Council has completed a strategic plan that includes implementing a workforce development program known as Talent Pipeline Management (TPM). TPM's foundation is built on using industry representative cohorts to identify and evaluate employment needs, connect the industry cohort to the appropriate supplier (education/training provider), then develop and initiate the appropriate training programs to meet employer/industry needs. The INWC TPM Committee established an Inland Northwest Healthcare TPM Cohort in March and anticipates launching a manufacturing cohort in the summer.

Council members include representatives from Asotin County, Catalyst Medical Group , Clearwater County Economic Development Council, Clearwater Paper, Hillco Technologies, Idaho Department of Labor, Idaho Forest Group, Idaho State Workforce Development Council, Idaho Stem Action Center, Ida-Lew Economic Development Council, Impact Education, Lewiston School District, Lewis-Clark State College, Palouse Pathways, Rural Resources, Schweitzer Engineering Laboratory, University of Idaho, Walla Walla Community College, Workforce Development at LC State, USDA, Valley Vision, and Vista Outdoors.

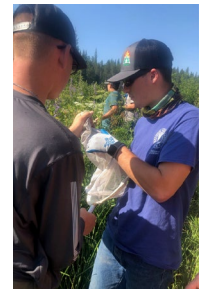
Dodd Snodgrass and Deb Smith are responsible for coordinating the workforce council

Clearwater Basin Youth Conservation Corps Program



In 2021 the CBYCC. . .

Employed 24 north central Idaho youth from seven area high schools along with two (2) homeschool participants and three (3) Idaho Youth Challenge Academy Cadets for a total of 29 youth employees on six crews and Wilderness Trail positions. The CBYCC employed six adult crew leaders for the Clearwater Basin YCC and one crew leader for the Kelly Forks Residential YCC. Crews worked with nine different public, private, and nonprofit organizations to benefit resources across north central Idaho.



Program Impact:

9,504: project hours completed benefitting natural resources

\$271,434: total assessed dollar value of 2021 crew work

100% of youth said that they “learned valuable skills that will help in the future”

100% of youth said they “learned the importance of natural resource related work in north central Idaho”

95% “gained more awareness and appreciation for our natural resources”

70% “intended to pursue future employment in a natural resource career”

The CBYCC is a partnership started in 2013 through the efforts of Clearwater RC&D, Clearwater Basin Collaborative, USDA Forest Service, Idaho Department of Labor, U.S. Army Corps of Engineers, USDI Bureau of Land Management and Park Service, Idaho Firewise, and other local counties, communities, and organizations.

The mission of the Clearwater Basin Youth Conservation Corps (CBYCC) is to expose youth to natural resource career opportunities and to facilitate the development of practical problem-solving skills while participants work alongside program and technical specialists on projects that restore aquatic and terrestrial habitats and promote healthy rural communities.



2021 partners included the Nez Perce-Clearwater National Forests, the Army Corp of Engineers, Latah County Soil & Water, Idaho Firewise, the National Park Service, Clearwater-Potlatch Timber Protective Association, Latah County, Idaho Forest Group, the Clearwater RC&D, the Clearwater Basin Collaborative, Idaho Fish and Game, and others.

Hiring is underway for the 2022 season! In addition to the CBYCC crews, CEDA will be hiring two young adults for a Wilderness Trail Crew and a crew lead for the Kelly Forks Wilderness Trail Crew.

Angie Edwards-Kuskie, Community Programs Manager, directs the CBYCC program.

Dream It. Do It...Here 2022 Youth Conference Planning



CEDA and Lewis-Clark State College, along with the planning team, are preparing to launch the 6th Annual conference on May 17, 2022 on the LC State campus. Due to the pandemic, last year's conference was held virtually on the University of Idaho campus on March 18, 2021. Four-hundred seventy-five youth registered for the event. The purpose of the event is to attract high school students to local careers and educational pathways to attain the jobs we have in north central Idaho and southeast Washington.

There is plenty of demand and excitement this year for a live event. A record number of **569 students** are registered, with 38 school counselors and 30 business presenters. Stay tuned for information about this year's conference.

North Central Idaho Career Videos Available for Students:

CEDA and LC State, along with Dream It. Do It. Conference partners, have developed a video library of in-demand occupations. In 2022 CEDA contracted with a local advertising company to develop videos featuring the most in-demand occupations in some of the businesses throughout north-central Idaho.

Great care is being taken to get regional representation and a diversity of industries and jobs. The videos are targeted toward junior high school and high school students and are posted on the CEDA website. The two final videos, featuring the Fisheries Department of the Nez Perce Tribe and Moscow's Northwest River Supplies, are in production and will be completed by April 30.

Check out the full video library at <https://clearwater-eda.org/dream-it-do-it/#CVL>

We love to see these videos being used and shared in your classroom, Chamber of Commerce, or for any other educational purpose! Contact Angie at aedwards@clearwater-eda.org

This fall, CEDA plans to coordinate a ½ day career awareness workshop at 15 area schools and work with partners to host a STEM competition. This portion of the project was put on hold because of the pandemic. The Idaho State Workforce Development Council is funding these activities.

BUSINESS & INDUSTRY DEVELOPMENT

Business Finance and Technical Assistance

Capital Expansion

CEDA successfully implemented the CARES Act funding that was awarded to CEDA by EDA for the purpose of expanding availability of capital for small business lending and providing technical assistance to small businesses and business communities negatively impacted by the pandemic. Businesses that borrowed from the first round of lending from this new pool include funding to help a small restaurant survive until business resumed; expansion of broadband access into the most rural parts of north central Idaho; purchase by new owners of a grocery store in a rural community that had recently closed; purchase of a downtown retail space by a female business manager transitioning to ownership; inventory and equipment to restock a tackle shop in a rural fishing community that had closed during the pandemic; inventory to aid with the expansion of a rural hardware and building supply store; and the purchase and refurbish of a manufacturing facility by a new manufacturing business started by a family with ties to the area.

CEDA has \$320,000 of a \$400,000 USDA Intermediary Relending Program award that was received just prior to CEDA's knowledge of the EDA award. Efforts are underway to loan those funds enabling the completion of the capital expansion that will bring CEDA's total loan program capital to \$5 million. For comparison, CEDA's total capital at the end of FY20 was \$3.5 million and \$3.2 at the end of FY19, which was established following the FY16 capital expansion award. Historically, CEDA has sought additional capital in \$300,000 to \$400,000 increments every three to five years. The more aggressive expansion in recent years is driven by a jump in the average lending from \$550,000 to \$1.2 million per year. That increase results from larger loan requests more than an increased number of loan requests.

Activity Highlights

Funds disbursed for new loans during FY21 totaled over \$1.2 million to fund eleven unique projects. Total disbursements have exceeded \$1.2 million during three of the four most recent fiscal years with the only exception being 2020, with disbursements being \$614,045. Overall repayments of principal by existing Borrowers over the same years has averaged just below the amount disbursed resulting in slow growth of the total portfolio. Fiscal year 2022 began with fewer applications, fewer new loans, and several large loan payoffs that erased all portfolio increases from the prior fiscal year. The first one-half of FY22 ended on March 31 with total disbursement for new loans at \$444,578, repayments of \$707,040, one \$260,000 project approved and pending closing; three applications pending approval that combined a total of \$465,000; and early loan payoffs expected by the end of April 2022 totaling \$315,000.

CEDA did not recognize any bad debt from loans during FY21 and none is currently expected for FY22. By federal rule, CEDA does not accrue bad debt but instead recognizes it when all reasonable collection

efforts have been exhausted. Recent bad debt recognition includes \$51,531 recognized in FY18 and \$5,518 recognized in FY19. CEDA loan loss rate is approximately 3.5% overall.

Potential for Additional Revolving Loan Funds

Efforts are currently underway in partnership with the Economic Development Districts of Idaho (Panhandle Area Council, Region IV Development, Southeast Idaho Council of Governments, and East Central Idaho Planning) to secure additional loan capital from American Rescue Plan Act (ARPA) Funds. The 2022 Legislature authorized a new program that may deploy over \$20 million in loan capital across the state. The effort could result in another 50% to 60% increase in CEDA's loan capital base for Region II.

CEDA Properties for Economic Development

CEDA's Asset Management program was established approximately 17 years ago with investments made in partnership with the City of Moscow, Idaho Department of Commerce & Labor, USDA Rural Development, and Comtech AHA in a new building in Moscow's Alturas Technology Park to house Comtech AHA and the 20 relatively high paying jobs that resulted from the business that got its start with technology developed at the University of Idaho.

Currently CEDA owns and leases this Moscow property and a portion of Craigmont Business Park in Craigmont Idaho to private for-profit businesses. The Craigmont property is under contract to be sold to the occupying tenant and the Moscow property was just recently put on the market when Comtech announced their plans to severely downsize their Moscow operation and vacate the property. Proceeds from these sales will be used by CEDA for future business and economic development projects where CEDA investment is appropriate and needed. This is normally triggered by a lack of private sector investments for projects deemed by the Board of Directors to be feasible and desirable for the good of north central Idaho.

CEDA currently owns one fire station under this program that is leased to the City of Craigmont under a renewable one-year lease agreement where, barring the City's termination or non-renewal of the lease, the City can assume ownership of the property at a future date.

John Lane, Business Development & Finance Director and Amber Dahmen, Office Administrator/Small Business Loan Assistant, support business finance and asset management programs.

Other Business Development Activities

- **Northwest Intermountain Manufacturers Association**

CEDA continues to provide staff support for NIMA. We are making plans for a Technology in Manufacturing Workforce for September at the Clearwater River Casino, through funding awarded by the USDA Rural Business Development Grant Program.



- **EDA Tourism Applications**

Early this year, CEDA assisted with the development and submission of two ARPA Travel, Tourism, and Outdoor Recreation grant applications; both designed to address the growing river cruise industry. A dock engineering and permitting application was submitted to the Economic Development Administration (EDA) by the Port of Clarkston. If awarded, the project would design and permit a dock west of the current dock utilized by cruise boats arriving in Clarkston. A construction application was submitted to EDA by the Port of Lewiston and if awarded, would construct the first river cruise dock in Idaho. The dock is one of several priority projects noted in the Port of Lewiston's master plan that also includes plans for an RV park adjacent to the docking area. The applications were supported by the October 2020 Lewis Clark Valley Cruise Boat Industry Economic Impact Study and the March 2021 Lewis Clark Valley Cruise Boat Industry Needs Assessment which noted the need for additional berthing space to accommodate the growing river cruise industry. Both applications will be reviewed mid-April and announcements should be made by early June.

- **Ida-Lew Economic Development Council**

CEDA has a management agreement with the Ida-Lew Economic Development Board to provide staff overhead support. Ida-Lew provides economic development professional services to Idaho and Lewis Counties through a grant from the Idaho Commerce Dept. In June 2021 Tim McDonald was hired to replace Gavin Lewis. Tim is a Small Business Development Center Certified Counselor and is focusing on housing, labor, manufacturing, and other needs for area communities.

COMMUNITY DEVELOPMENT

REV Up North Idaho!

- **Moving the Connectivity Needle in North Idaho**

Using resources from BroadbandUSA, USDA Rural Community Development Initiative (RCDI) Program, the Avista Foundation at Innovia, and local membership support, CEDA partnered with Panhandle Area Council and BroadbandUSA to host a six series, virtual training workshop on broadband in 2021.

- **Housing**

CEDA and PAC are working to host workshops on housing for REV-Up communities. CEDA hosted the "Housing the Workforce of North Central Idaho" event on April 21, 2022. PAC will host a similar workshop in their region on May 26, 2022. Additional housing technical assistance and trainings will be developed.

- **Community Vitality**

- CEDA and PAC have begun collecting community input on topics of interest for community vitality trainings and events.
- Topics of great interest so far have included Special Districts, Parks and Recreation, and Volunteer Coordination.

Projects in Development & Implementation

Important projects that are now being implemented in which CEDA is active include:

1. Donnelly Water Upgrade
2. Weippe Wastewater Upgrade
3. Rapid River Infrastructure Upgrade
4. Kendrick Wastewater
5. Kamiah Pool
6. New Meadows Water
7. LC State CTE Equipment Project
8. Craigmont Wastewater
9. Cottonwood Parks
10. Orofino Parks

We are engaging now with other communities considering infrastructure improvements, with an eye on substantial new funding that is expected through the Idaho Department of Environmental Quality for water/wastewater projects.

Comprehensive Land Use Plans: CEDA is working with Lewis County and the City of Riggins to complete their updates. CEDA did work with the City of Nezperce and the City of Kooskia to complete their comprehensive land use plans. CEDA has been in dialogue with the City Kamiah on an update to its plan.

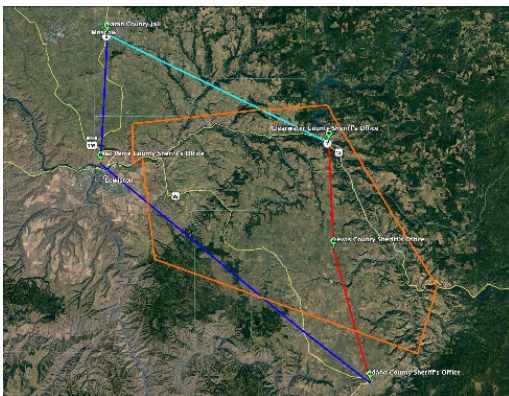
Angie Edwards-Kuskie, Community Programs Manager and Krista Baker, Community Development Specialist are responsible for community development projects and programs

Broadband

CEDA has been heavily engaged in broadband development and deployment within the region for several years. The creation of a state Broadband Advisory Board, infusion of new state and federal funding for broadband projects, and collaborative efforts with the Port of Lewiston and District 2 Interoperability Governance Board (DIGB2) has elevated our region to compete for middle mile and last mile deployment.

Activities

- CEDA secured a second round of CARES 1 funding through the Dept of Commerce to build-out fixed wireless broadband in rural Idaho and Lewis Counties.
- We are monitoring funding opportunities through the federal ARPA distribution and Infrastructure Investment and Jobs Act, which created competitive and programmatic grant sources. The 2022 Legislature appropriated \$85 million in state and federal funds for broadband projects in the state. Our collaborative will engage with the BBAB as it develops a statewide broadband plan.
- Through a grant written by CEDA to the US EDA, Idaho County procured services and started a \$120,000 feasibility analysis for middle-mile broadband fiber between Grangeville and New Meadows. This will be a project of statewide significance.



- CEDA is coordinating with the five north central Idaho counties, DIGB2, and the Port on a funding development for a redundant middle-mile fiber loop connecting Orofino to Nezperce to Grangeville.
- CEDA's REV-up program has helped educate residents and communities across the region about the need for, and benefits of, broadband service.

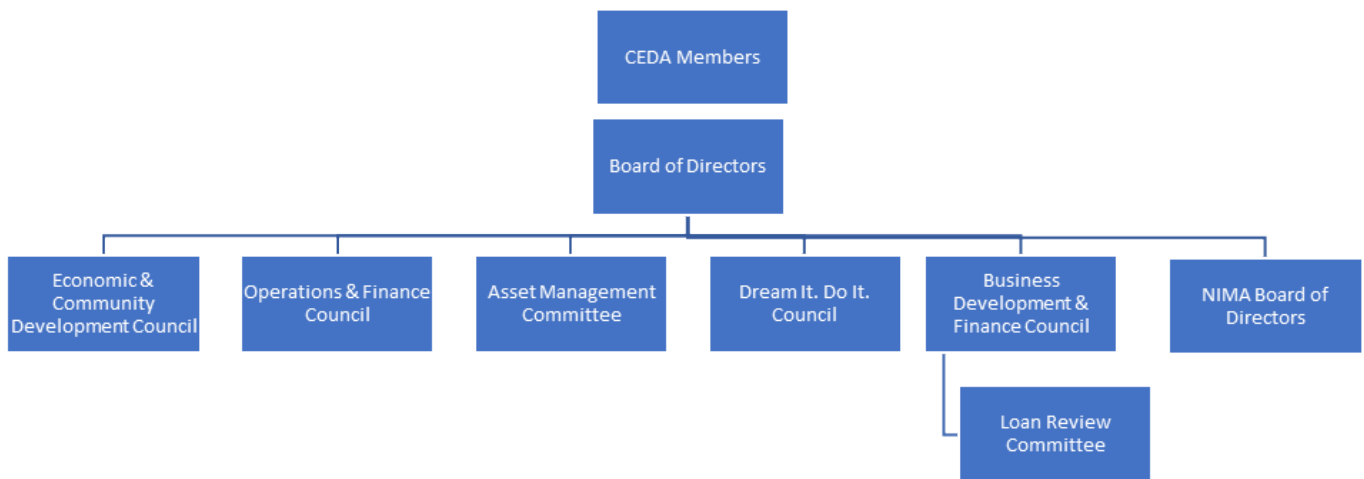
Dodd Snodgrass, Executive Director, is overseeing broadband development.

GRANT AWARDS

CEDA remains active with grant writing to secure funds needed for regional development. Here is a table of projects that received funding with CEDA grant writing assistance in the past 12 months. It includes business development, workforce development, and community development. Some of CEDA's help has been to communities in Region III. Grant programs include the Idaho Department of Commerce CDBG and Broadband programs, USDA Rural Business Development Grant and Rural Microentrepreneurial Assistance Program, RAC funds, EDA Planning and Technical Assistance programs, US Forest Service, and foundation sources

Project	Grant	Funding Agency	Dollars
Idaho County - Broadband	Broadband CFAC Grant	IDC	\$ 496,509
Lewis County - Broadband	Broadband CFAC Grant	IDC	\$ 198,603
City of Cottonwood Park Project	CDBG	IDC	\$ 225,000
City of Craigmont Wastewater Treatment Project	CDBG	IDC	\$ 500,000
City of Kamiah Pool	Construction	Foundations	\$ 139,000
CBYCC Natural Resources Training and Education at Dworshak	Grant Award	USACE	\$ 24,000
CBYCC - 2021 Season	Cooperative Agreement	CRC&D/FS	\$ 95,000
CBYCC Crews 2023 Season	Crew Funding	Resource Advisory Council	\$ 144,258
Clearwater County Soil and Water Conservation Education Trailer	Conservation Education	Laura Moore Cunningham	\$ 5,000
CBYCC First Aid	First Aid/CPR/AED Training	Lewis Clark Valley Healthcare Foundation	\$ 3,000
Dream It Do It - Creator Faire	Nez Perce Tribe Local Education	NPT	\$ 2,200
Idaho County Broadband Study	Technical Assistance	EDA	\$ 120,000
Economic Development Implementation	Partnership Planning Grant	EDA	\$ 75,000
Entrepreneurial Technical Assistance	RMAP	USDA	\$ 58,720
EDA RLF TA Assistance	TA Grant	EDA	\$ 91,000
			\$ 2,177,290

THE CEDA ORGANIZATION



At the April 2022 Annual Meeting, CEDA Membership will adopt the official name change for Dream It. Do It. Council to Inland Northwest Workforce Council.

CEDA works with members and a cross section of people who provide vision and planning for the work CEDA does.

Following are our volunteer board, council, and committee members:

CEDA LEADERSHIP – 2020-22

Steven Greenfield

CEDA Chair
Branch Manager/Assistant Vice-President, U.S. Bank

Cari Miller
(Kermit Mankiller)

CEDA Vice-Chair
Branch Manager, Zions Bank

	BOARD MEMBER	TITLE	REPRESENTING
1	Beck, Don	Commissioner	Nez Perce County
2	Brown, Dave	Mayor	Potlatch, City of
3	Canaday, Dylan	Councilor	Grangeville, City of
4	Anderson, Eric (Cook, Chris)	Director	University of Idaho, Career Services
5	Davis, Melinda	Director	Principal/Impact Stem LLC
6	Duman, Denis	Commissioner	Idaho County
7	Greenfield, Steve	Branch Manager	US Bank
8	Holcomb, Keith (Harmon, Pepper)	Mayor	Cottonwood, City of
9	Johnson, Greg	Commissioner	Lewis County
10	Parker, Julia (Kelly, Sandra)	Councilor	City of Moscow
11	LaFortune, Kathie	Commissioner	Latah County
12	Larson, Bruce	President	Northwest Intermountain Manufacturers Assn.
13	LeBoeuf, Helen	Retired, Commercial Loan Officer	Banner Bank
14	Mankiller, Kermit	Executive Officer	Nez Perce Tribal Enterprises
15	Liedkie, Hannah (Miller, Cari)	Councilor	Lewiston, City of
16	Nelson, Tyler	Councilor	Nezperce, City of
17	Ober, Jeff	Dean	Lewis-Clark State College, CTE Programs
18	Ryan, Mike	Commissioner	Clearwater County
19	Scalise, Victoria	Consultant	Tourism Consultant/North Central Idaho Travel Assn.
20	Smathers, Ryan	City Administrator	Orofino, City of
21	Smith, Tate	Director	Lewis-Clark State College, First Year Experience

MEMBERS

Avista Corp.
Banner Bank
Castellaw Kom Architects
City of Cottonwood
City of Craigmont
City of Culdesac
City of Deary

City of Elk River
City of Ferdinand
City of Genesee
City of Grangeville
City of Juliaetta
City of Kamiah
City of Kendrick

City of Kooskia
City of Lewiston
City of Moscow
City of Nezperce
City of Orofino
City of Peck
City of Pierce

City of
Potlatch
City of Riggins
City of Stites
City of Troy
City of Weippe
City of White Bird
City of Winchester
Clearwater County
Clearwater County EDC
Clearwater Power Company
Clever Fox Architecture
Columbia Bank
First Step Internet
Idaho County
Idaho Department of
Environmental Quality
Idaho Department of Labor
Idaho Manufacturing
Alliance

New Members (2022)
City of Bovill
AirBridge Broadband
Idaho Central Credit Union

Idaho Rural Water
Association
Ida-Lew EDC
Impact STEM ED, LLC
J-U-B Engineers, Inc.
Juliaetta/Kendrick RD
Keller Associates, Inc.
Keltic Engineering, Inc.
Latah County
Lewis-Clark State College
Lewis County
Lewis-Clark Valley Chamber
Mountain Waterworks
NCITA
Nez Perce County
Nez Perce Tribe
NIMA
Northwest Mgmt.
Port of Lewiston

Potlatch #1 Financial Credit
Union
TD&H Engineering
University of Idaho
US Bank
Valley Vision
Washington Trust Bank
White Bird RD
Zions Bank

Working Councils & Committees

- **Operations & Finance:** Jaynie Bentz, Denis Duman, Steve Greenfield, Robert Smith, Michell Radamaker, Cari Miller
- **Business Development & Finance:** Paul Burris, John Currin, Margaret Hair, Rob Cassetto
- **Loan Review Committee:** Doug Purdy, Dan Dorman, Joe Coghill, Emily Ashby, and Angela Brooks
- **Economic & Community Development:** Tate Smith, Mike Tatko, Charity Goodell, Shelly Cannon, Tim McDonald, Ged Randall, Michelle Bly, Dennis Ohrtman, Hy'D Andrews, Debbie Baker, Lisa Grigg,
- **Inland Northwest Workforce Council:** Adena Burnette, Erin Cassetto, John Cassleman, Scott Corbitt, Kim Eimers, Jamie Garlinghouse, Melinda Davis, Heidi Hardin, Tony Kuphaldt, Chad Miltenberger, Kay Seven, Brian Shinn, Jennifer Weeks, Doug Cruthirds, BJ Swanson, Matt Vaartstra, Liz Weldy, Dovie Willey, Tammi Hernandez, Diane Hairston, Susan Stauffer, Adam Miller
- **Northwest Intermountain Manufacturers Association:** Bruce Larson, Doug Miller, Lenny Hill, Glenn Anderson, Byron Cannon
- **Asset Management:** John Currin, Greg Johnson, Denis Duman, Kathie LaFortune

CEDA Staff

Dodd Snodgrass	Executive Director
John Lane	Business Development & Finance Director
Deb Smith	Regional Economic Development Planner
Angie Edwards-Kuskie	Community Programs Manager
Amber Dahmen	Office Administrator/Small Business Loan Assistant
Krista Baker	Community Development Specialist

Additional Professional Support

Accounting Services: Lohman Accounting, Andrea Braden, CPA

Auditor: Hayden Ross, Nate Strong, CPA

THANK YOU for Your Support!

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

PUBLIC HEARING: Proposed Rezone of a 10-acre Property Located Directly North of the Current Terminus of War Bonnet Drive (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The applicant, the Estate of Kathleen J. Montgomery, is requesting to rezone a 10-acre property located directly north of the current terminus of War Bonnet Drive. The parcel is currently zoned Motor Business (MB) which the applicant is proposing to rezone to the Multiple Family Residential (R-4) Zone. The Planning and Zoning Commission conducted a public hearing on August 10, 2022 and recommended approval of the rezone request with one condition.

STAFF RECOMMENDATION

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

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Report
2. Public Hearing Notice
3. Packet
4. P&Z RCS
5. P&Z Minutes
6. Ordinance
7. Engineering Memo

CITY OF MOSCOW COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

Hearing Date: September 6, 2022

GENERAL INFORMATION

Hearing Body: City Council

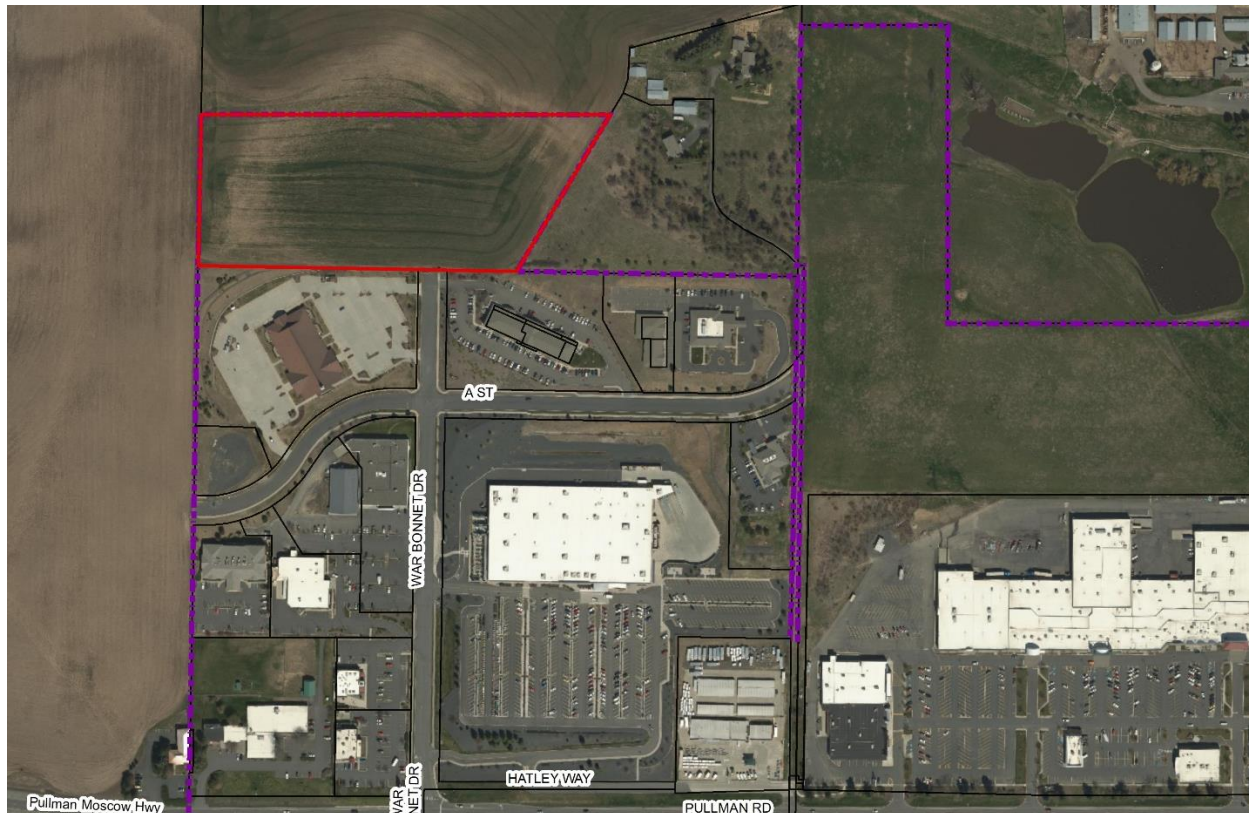
Subject: Proposal for Rezone of a 10-acre property located directly north of the current terminus of War Bonnet Drive from the Motor Business (MB) Zone to the Multiple Family Residential (R-4) Zone - LUP2022-0021

Attachments:

1. Public Hearing Notice
2. Rezone Application
3. Neighborhood Meeting Materials

STAFF REVIEW

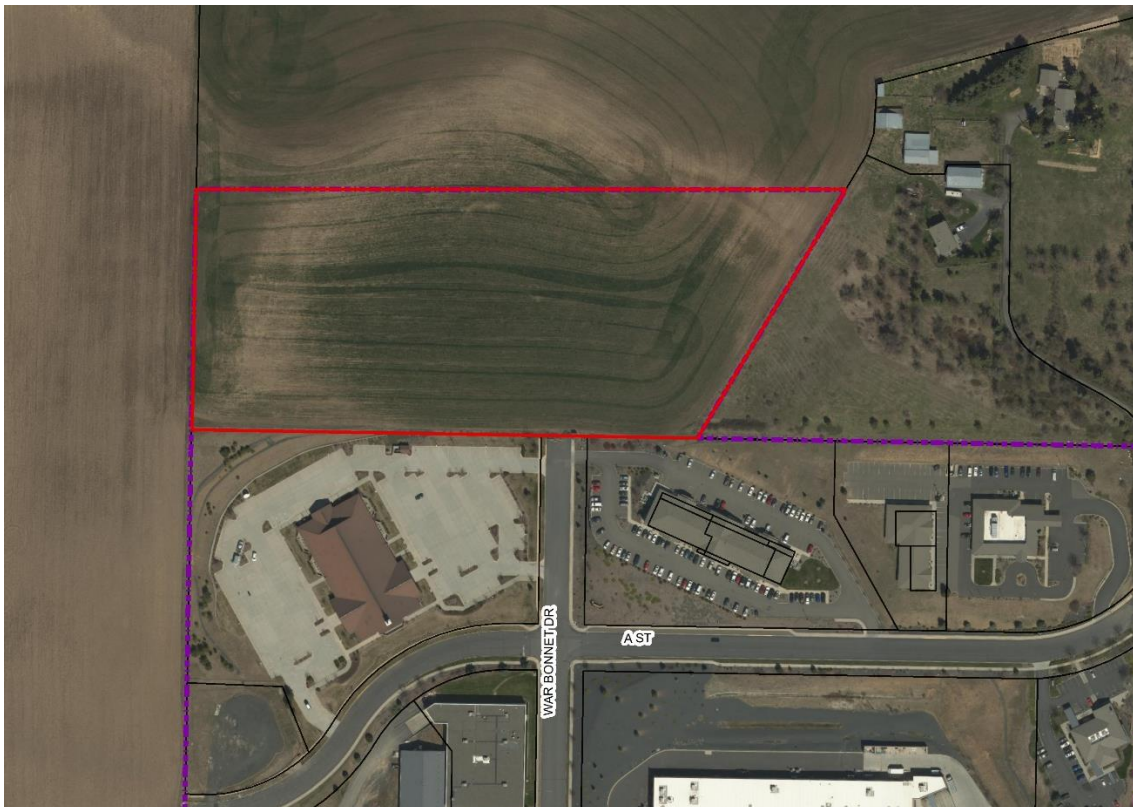
Proposal: The applicant, the Estate of Kathleen J. Montgomery, is requesting to rezone of a 10-acre property located directly north of the current terminus of War Bonnet Drive. The parcel is currently zoned Motor Business (MB) which the applicant is proposing to rezone to the Multiple Family Residential (R-4) Zone.



Aerial of Subject Property



Aerial of Subject Property



Close-up Aerial of Subject Property

Background: The subject property was first annexed into the City of Moscow in 2017 and was formerly part of an approximately 60-acre parcel that now includes two parcels of 4.96 and 4.31 acres in size that each contain dwellings. There was also a 40.30-acre agricultural parcel located directly to the north of the subject property that has a conservation easement upon it and was part of the original 60-acre parcel.

Site and Area Land Use: The subject property is currently 10 acres in size and is currently used for agricultural purposes. The surrounding properties to the north and east are all within the Area of City Impact. Properties to the south include an LDS church, City well #10 site, Gritman Medical Office Buildings along 'A' Street, and various commercial businesses located along War Bonnet Drive. The commercial uses include Walmart, Goodwill, La Quinta, Shari's, and Applebee's.

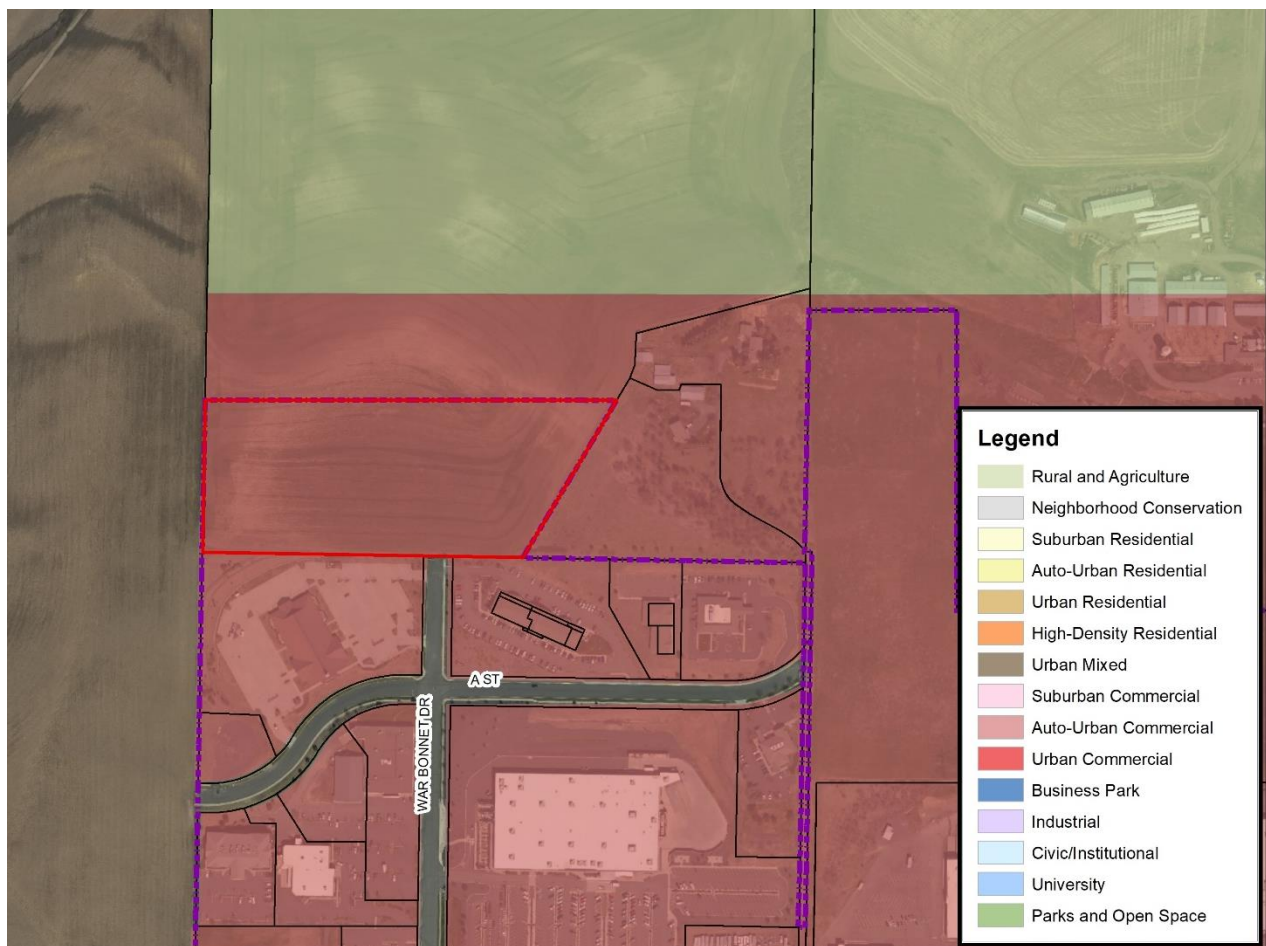
Comprehensive Plan Land Use Designation:

The entirety of the subject property is currently designated as Auto-Urban Commercial (AU-C). According to the Comprehensive Plan, AU-C designated areas,

“are intended to provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB).”

The surrounding properties to the north, east, and south are also designated as Auto-Urban Commercial (AU-C).

The subject property has property frontage on War Bonnet Drive which is designated as a minor arterial in the Thoroughfare Plan. The Plan shows War Bonnet Drive extending through the subject property in the northeasterly direction.



Current Comprehensive Plan Land Use Designation

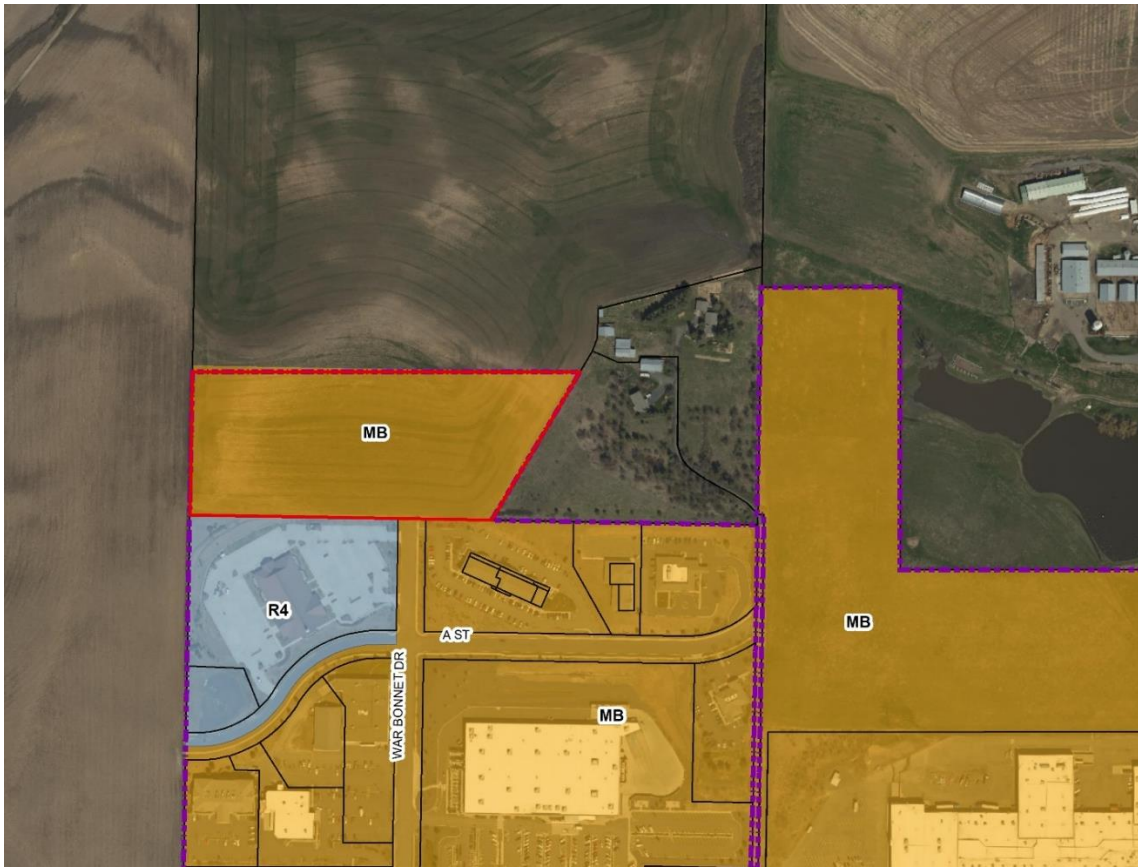
Zoning: The proposal is to rezone the subject property from its current designation of Motor Business (MB) to the Multiple Family Residential (R-4) Zone. Surrounding properties to the north and east located within the Area of City Impact are currently zoned Agriculture/Forestry (AF). The LDS church property and City Well #10 are within the Multiple Family Residential (R-4) Zone, and the remaining properties to the south are within the Motor Business (MB) Zone.

According to the Zoning Code the R-4 Zoning District,

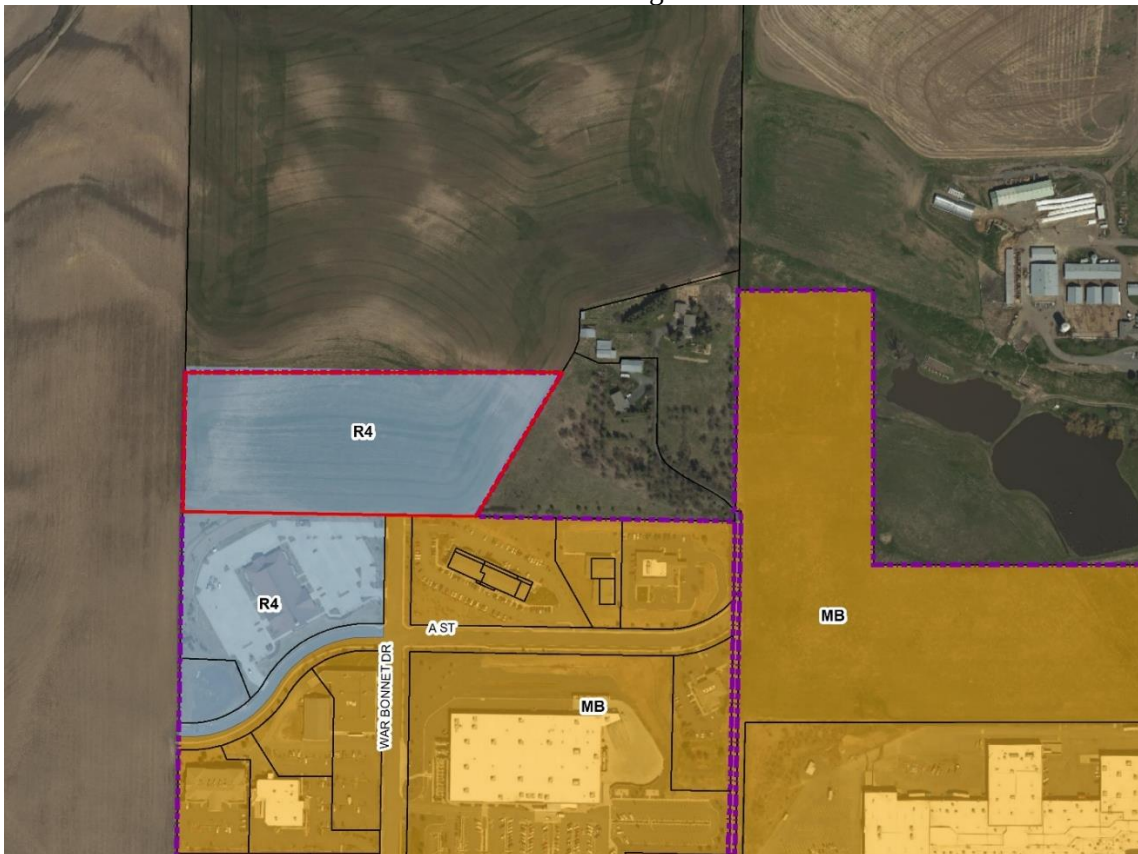
“Provides for the most intense residential land uses permitted in the community. It is to be applied where activity levels are high and adequate public facilities are available, especially near the University of Idaho campus or the City Central Business Zoning District. Adequate transportation access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

Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.

The minimum lot size for parcels within the R-4 Zone is 5,000 sf or 800 sf per dwelling unit, whichever is greater, for single-family, two-family, and multi-family dwellings; 2,250 sf for twinhome dwellings; and 1,800 sf for townhouse dwellings.



Current Zoning



Proposed Zoning

Water and Sewer: There are existing water and sewer mains within the surrounding streets which are of sufficient capacity to accommodate any future use that the R-4 Zone would allow on the subject property. The future developer of the property will need to work with the City's Engineering Department to conduct a model analysis to determine proper infrastructure sizing for the future proposed use.

Access, Streets, Traffic: Per the 2019 Thoroughfare Plan within the Comprehensive Plan, War Bonnet is shown extending northward through the subject property and then heading to the northeast. War Bonnet is currently designated as a minor arterial and is shown extending to the north as a minor arterial as well. The Engineering Department has indicated that the development of the subject property is not expected to generate enough trips to significantly impact the traffic patterns in the area. The development of this parcel was anticipated when the road system in this vicinity was built.

When this property was annexed in 2017 there was a condition of approval on the zoning ordinance that stated that War Bonnet Drive and public utilities shall be extended to the northern boundary of the subject property in accordance with the alignment of the Thoroughfare Plan within the City of Moscow Comprehensive Plan, as development occurs upon the subject property. The Engineering Department is recommending that this condition be carried over on this proposed rezone. To do so, the property owner and the City will need to enter into a recorded development agreement.

Other Issues: The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on June 16, 2022 to discuss the proposed rezone. All neighborhood meeting materials are attached.

Input from Other Agencies: None received.

RELEVANT CRITERIA & STANDARDS:

Rezone:

1. The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.
2. The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.
3. The uses expected to occur as a result of the rezone will be compatible with the surrounding area.
4. The size, type, and density of development expected to occur as a result of the rezone will not place an undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction.
5. The size, type, and density of development expected to occur as a result of the rezone can be adequately served by the existing transportation network, public facilities and services.

RECOMMENDATIONS:

The Planning and Zoning Commission conducted a public hearing on August 10, 2022 and recommended approval of the rezone request with one condition:

1. That the property owner enters into a recorded development agreement to include the following:
 - i. War Bonnet Drive and public utilities shall be extended to the northern boundary of the subject property in accordance with the alignment of the Thoroughfare Plan within the City of Moscow Comprehensive Plan, as development occurs upon the subject property.

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

NOTICE OF PUBLIC HEARING

Proposal for Rezone of a 10-acre Property Located Directly North of the Current Terminus of War Bonnet Drive. Permit Application LUP2022-0021

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

1. Rezoning of the subject property from the Motor Business (MB) Zone to the Multiple Family Residential (R-4) Zone.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed rezone on August 10, 2022 and recommended approval with one condition.

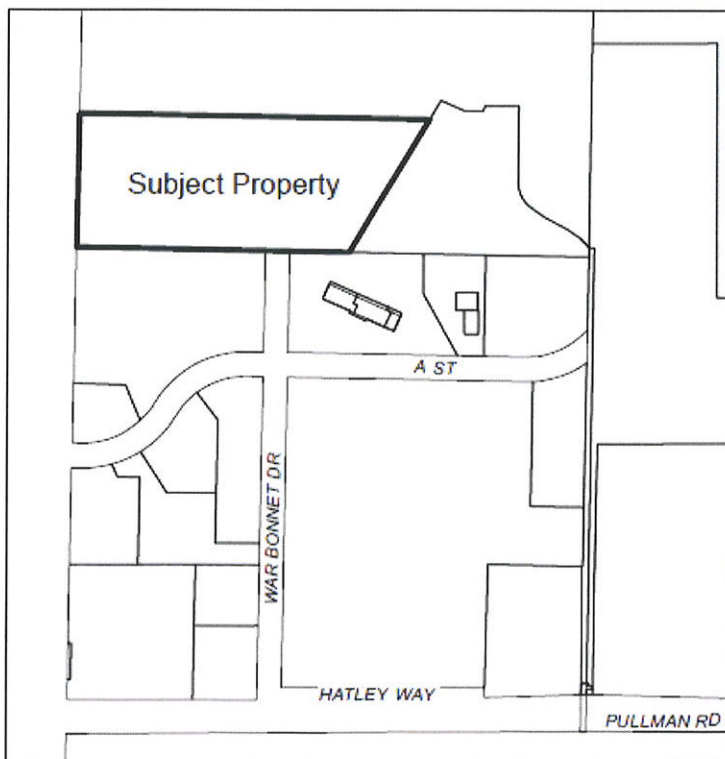
MEETING DATE: Tuesday, September 6, 2022

HEARING LOCATION: Council Chambers, Second Floor, 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 Development Department located in the Haddock Building, 504 S. Washington 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, August 20, 2022

W + R + M**Westberg Roepke Moore**

An Idaho Professional Limited Liability Company

Attorneys and Counselors at Law
Admitted in Idaho and Washington
530 South Asbury St., #2
Moscow, ID 83843
Phone: (208) 883-1520
Fax: (208) 883-1521

Aaron D. Roepke: aroepke@wrn-law.com
Cody R. Moore: cmoore@wrn-law.com

July 13, 2022

City of Moscow
Community Development
504 S. Washington St.
Moscow, ID 83843

RE: Application for Zoning Amendment

Jennifer,

Enclosed, please find an Application for Zoning Amendment and the application fee for \$1,000.00.

I appreciate your assistance in this matter. If you have any questions, please contact us.

Sincerely,

WESTBERG ROEPKE MOORE, PLLC


Cody R. Moore

CRM/lw
Enclosures





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

For City Use Only			
Date Received		7-19-22	
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$1,000.00	7/19
Receipt Number		LUP2022-0021	

APPLICATION FOR ZONING AMENDMENT

(Please type or print plainly with blue ink.)

GENERAL INFORMATION

1. Applicant

Name: Estate of Kathleen J. Montgomery Telephone: (208) 883-1520
c/o Cody Moore, Westberg Roepke Moore, PLLC, 530 S. Asbury St., Suite 2, Moscow, ID 83843
 (Home address)

Relationship to affected property (please check one):

Owner ☒ Purchaser ☐ Lessee ☐ Other ☐ (explain below)

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

Name: _____ Telephone: _____
 (Home address)

3. Location of Affected Property: Parcel No. RPM00000123900 (see attached legal description)

Legal Description: _____
 (Subdivision) (Block) (Lot)

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

INFORMATION ON REQUESTED REZONE

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

From: Motor Business (MB) to: Multiple Family Residential (R-4)
 (Current zoning) (Proposed zoning)

5. Reason: Applicant requests a rezone for the following reason(s): _____ So that an apartment complex can be built upon it.

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

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

Yes, because a) the proposed zoning change is for a lower intensity than indicated by the current Comprehensive Plan (see, 2.6.2 of Plan); b) the rezoned property will allow for high density residences and will be near an arterial/collector street in Warbonnet Drive and Pullman Road (see, 2.6.2 of Plan); c) there are already two R-4 zoned properties adjacent to the subject property and so this is consistent with development pattern of surrounding areas (see, 2.6.2; d) it allows for needed increased housing in an area that can be efficiently and economically served with public services and utilities (see, Ch. 1 of Plan, P. 1.7). This is list is non-exhaustive.

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

The proposed rezone would provide needed housing options to Moscow in a location that nears an arterial / collector street system (Warbonnet and Pullman Road). This allows for efficient access and minimal impact on surrounding areas and land owners, which are largely commercial in nature.

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

Yes. There are already two adjacent parcels zoned as R-4.

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

It is not expected that a rezone and development that follows will impact any public delivery of services given it's location and proximity to arterial and collector streets. In addition under City Ordinance 2017-04 March 9, 2017, enclosed herewith, the property owner is obligated to allow for extension of War Bonnet Drive and utilities to its northern boundary to service areas of expected growth.

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

Yes. The location is such that there are not expected difficulties with the provision of public services to the property.

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

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

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

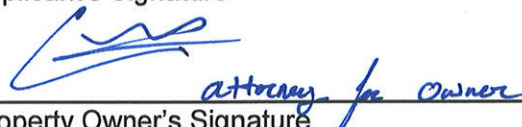
The following materials must be included with this application:

1. Application fee.
2. Copy of neighborhood meeting invitation, mailing list, attendance list and minutes.
3. If a legal description of the affected property is given by Metes and Bounds, a separate sheet containing that description.

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


Applicant's Signature

7-12-2022
Date


Property Owner's Signature

7-12-2022
Date



EXHIBIT

“A”

Subject Property
Legal Description

PROPERTY DESCRIPTION FOR KAY MONTGOMERY - PARCEL 3

A parcel of land located in the northwest quarter of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the west quarter corner of Section 12;
Thence along the south line of the northwest quarter of Section 12,
S 89°02'03" E, 878.43 feet;
Thence leaving said south line, N 30°49'55" E, 500.70 feet;
Thence N 89°01'11" W, 1127.75 feet to the west line of Section 12;
Thence along said west line, S 00°58'04" W, 434.48 feet to the POINT OF
BEGINNING.

Containing 10.00 acres, more or less.



EXHIBIT “B”

Invitation Letter to
Neighborhood Meeting

W + R + M**Westberg Roepke Moore**

An Idaho Professional Limited Liability Company

Attorneys and Counselors at Law
 Admitted in Idaho and Washington
 530 South Asbury St., #2
 Moscow, ID 83843
 Phone: (208) 883-1520
 Fax: (208) 883-1521

Aaron D. Roepke: aroepke@wrm-law.com
 Cody R. Moore: cmoore@wrm-law.com

June 16, 2022

Notice Neighborhood Meeting For Application for Zoning Amendment

Dear Neighbors and Interested Community Members:

This firm represents the Estate of Kathleen J. Montgomery ("Estate"). You are receiving this Notice of Neighborhood Meeting because the Estate desires to amend zoning (re-zone) for real property located at the end of Warbonnet Drive in Moscow, Idaho (Tax Parcel No. RPM00000123900; approximately 10 acres) from Motor Business to Multiple Family Residential (R-4), so that an apartment complex can be built upon it. The subject property is described further on the map below.

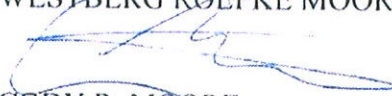
You are hereby invited to a neighborhood meeting related to the Estate's re-zoning application, which will be held on **June 30, 2022 at 12:00 P.M.** at the Kenworthy Performing Arts Centre located at 508 S. Main St, Moscow, ID 83843. Public comment will be accepted and personnel will be available for questions. All comments and questions will be recorded and submitted to the City as part of the re-zone application process.

I will also respond to emails and phone calls ahead of time at 208-883-1520 or cmoore@wrm-law.com.



Sincerely,

WESTBERG ROEPKE MOORE, PLLC


 CODY R. MOORE


CRM/lw

EXHIBIT

“C”

List of Addressees & Declaration of Mailing

NAME	ADDRESS	ADDRESS 2	CITY	STATE	ZIPCODE
FREEMAN & HEASLEY PROP LLC	1901 19TH AVE		LEWISTON	ID	83501
WAL-MART REAL ESTATE	2001 SE 10TH ST		BENTONVILLE	AR	72716
WETZEL LIVING TRUST	2254 W A ST		MOSCOW	ID	83843
VIETMEIER, KATHLEEN	2256 W A ST		MOSCOW	ID	83843
PALOUSE HEALTH PROPRTIE LLC	2300 W A ST		MOSCOW	ID	83843
ORTHOPEDIC PROPERTIES OF THE	2500 W A ST, STE #201		MOSCOW	ID	83843
PALOMAR HOLDINGS LLC	2500 W A ST, STE #202		MOSCOW	ID	83843
SAND ROAD MONTGOMERY LLC	2653 SAND RD		PULLMAN	WA	99163
CHURCH, LDS	50 E NORTH TEMPLE ST		SALT LAKE CITY	UT	84150
GRITMAN MEDICAL PARK LLC	700 S MAIN STREET		MOSCOW	ID	83843
CITY OF MOSCOW	COMMUNITY DEVELOPMENT	504 S WASHINGTON ST	MOSCOW	ID	83843
UNIVERSITY OF IDAHO	GERARD BILLINGTON	875 PERIMETER DR, MS 3162	MOSCOW	ID	83844
MONTGOMERY, KATHLEEN	PO BOX 104		ELLISTON	MT	59728
PASSENGER SEAT LLC	PO BOX 52865		BELLEVUE	WA	98015



DECLARATION OF SERVICE

I, Lacen Workman, being first and duly sworn upon oath, deposes and states as follows:

On June 16, 2022, I sent the Neighborhood Meeting Letter to:

FREEMAN & HEASLEY PROP LLC
1901 19TH AVE
LEWISTON, ID 83501

WAL-MART REAL ESTATE
2001 SE 10TH ST
BENTONVILLE, AR 72716

WETZEL LIVING TRUST
2254 W A ST
MOSCOW, ID 83843

KATHLEEN VIETMEIER
2256 W A ST
MOSCOW, ID 83843

PALOUSE HEALTH PROPERTIES, LLC
2300 W A ST
MOSCOW, ID 83843

ORTHOPEDIC PROPERTIES
2500 W A ST, STE #201
MOSCOW, ID 83843

PALOMAR HOLDINGS, LLC
2500 W A ST, STE #202
MOSCOW, ID 83843

SAND ROAD MONTGOMERY, LLC
2653 SAND RD
PULLMAN, WA 99163

LDS CHURCH
50 E NORTH TEMPLE ST
SALT LAKE CITY, UT 84150

GRITMAN MEDICAL PARK LLC
700 S MAIN STREET
MOSCOW, ID 83843

CITY OF MOSCOW
COMMUNITY DEVELOPMENT
504 S WASHINGTON ST
MOSCOW, ID 83843

UNIVERSITY OF IDAHO
GERARD BILLINGTON
875 PERIMETER DR, MS 3162
MOSCOW, ID 83844

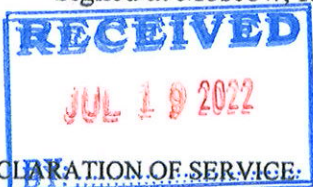
KATHLEEN MONTGOMERY
PO BOX 104
ELLISTON, MT 59728

PASSENGER SEAT, LLC
PO BOX 52865
BELLEVUE, WA 98015

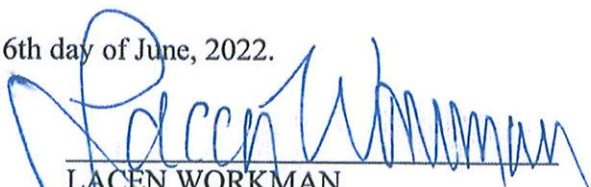
The aforementioned document was placed in a sealed envelope, mailed with first class postage affixed thereto, and deposited in the United States Mail at Moscow, Idaho.

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

Signed at Moscow, Idaho, this 16th day of June, 2022.



DECLARATION OF SERVICE


LACEN WORKMAN
Page 1 of 1

Westberg Roepke Moore PLLC
530 S. Asbury Street, Suite 2
Moscow, Idaho 83843
(208) 883-1520

EXHIBIT

“D”

Neighborhood Meeting
Handout Packet

FAQs

1. What Property is involved?

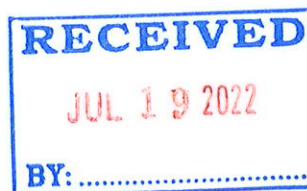
ANSWER: Approximately 10 acres currently owned by the Estate of Kathleen J. Montgomery at the north end of Warbonnet Drive in Moscow Idaho; Latah County Tax Parcel No. RPM00000123900

2. What are you requesting?

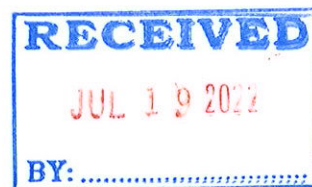
ANSWER: The owner of the property is requesting to amend the zoning designation from Motor Business ("MB") to Multiple Family Residential (R-4) for the purpose of developing the property for an apartment complex.

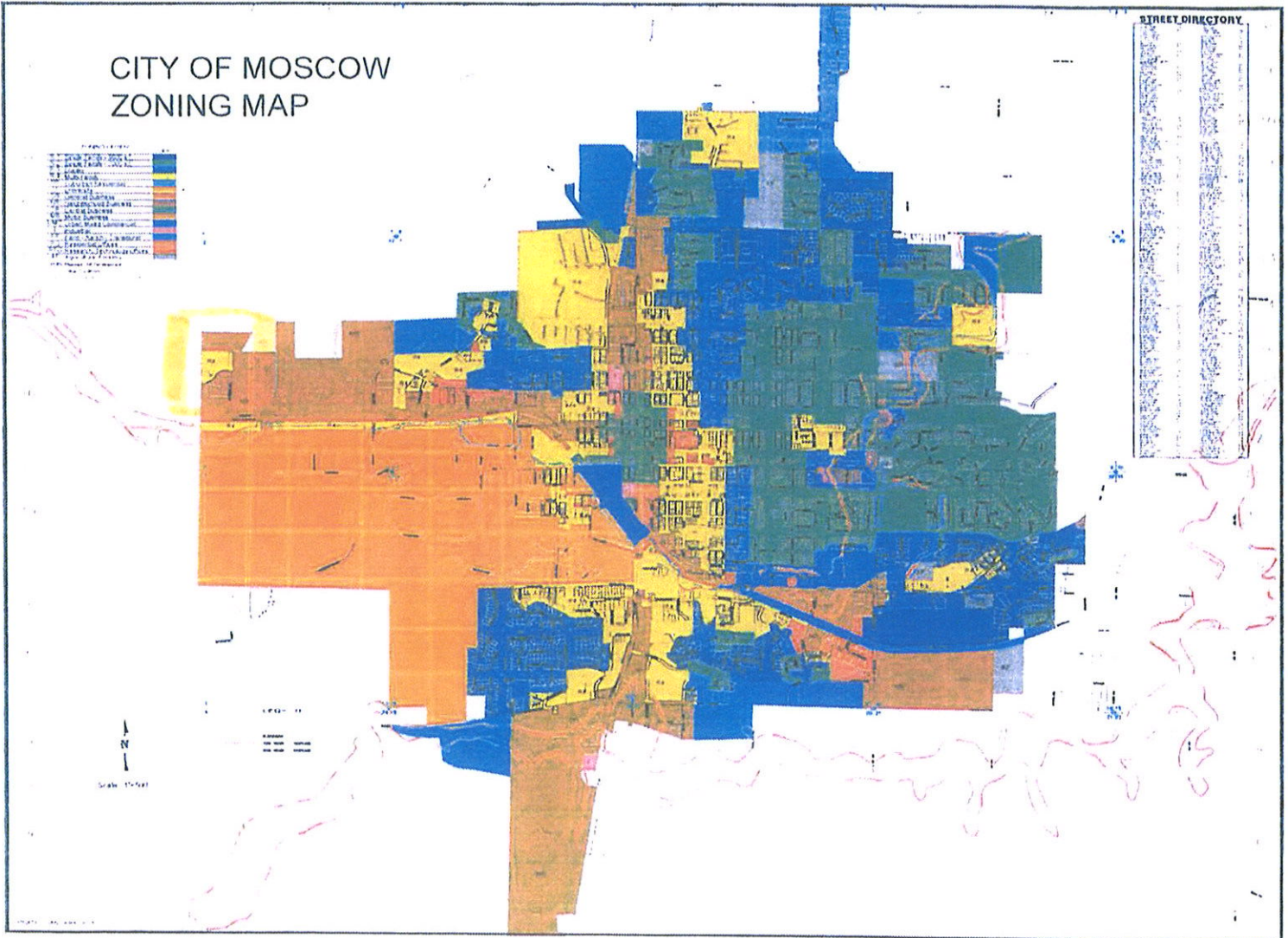
3. Are there other R-4 zoned properties nearby?

ANSWER: There are two adjacent parcels that are zoned R-4. The parcel immediately to the south of the subject property owned by the LDS Church (Latah County Tax Parcel No. RPM0385003001A) and the parcel south of that owned by the City of Moscow (Latah County Tax Parcel No. RPM0385003001B) are both zoned R-4.



MAP OF SUBJECT PROPERTY





RECEIVED
JUL 19 2022
BY:

W + R + M**Westberg Roepke Moore**

An Idaho Professional Limited Liability Company

Attorneys and Counselors at Law
 Admitted in Idaho and Washington
 530 South Asbury St., #2
 Moscow, ID 83843
 Phone: (208) 883-1520
 Fax: (208) 883-1521

Aaron D. Roepke: aroepke@wrm-law.com
 Cody R. Moore: cmoore@wrm-law.com

June 16, 2022

Notice Neighborhood Meeting For Application for Zoning Amendment

Dear Neighbors and Interested Community Members:

This firm represents the Estate of Kathleen J. Montgomery ("Estate"). You are receiving this Notice of Neighborhood Meeting because the Estate desires to amend zoning (re-zone) for real property located at the end of Warbonnet Drive in Moscow, Idaho (Tax Parcel No. RPM00000123900; approximately 10 acres) from Motor Business to Multiple Family Residential (R-4), so that an apartment complex can be built upon it. The subject property is described further on the map below.

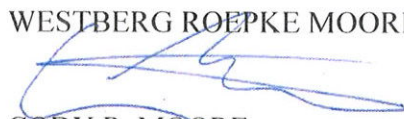
You are hereby invited to a neighborhood meeting related to the Estate's re-zoning application, which will be held on June 30, 2022 at 12:00 P.M. at the Kenworthy Performing Arts Centre located at 508 S. Main St, Moscow, ID 83843. Public comment will be accepted and personnel will be available for questions. All comments and questions will be recorded and submitted to the City as part of the re-zone application process.

I will also respond to emails and phone calls ahead of time at 208-883-1520 or cmoore@wrm-law.com.



Sincerely,

WESTBERG ROEPKE MOORE, PLLC


 CODY R. MOORE

CRM/lw

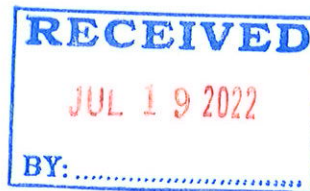
EXHIBIT

“E”

Sign-In Sheet

Neighborhood Meeting Attendance Sheet

Date: Thursday June 30, 2022
Time: 12:00 PM
Subject: Neighborhood Meeting re: rezone from MB to R4
Meeting Location: Kenworthy Performing Arts Centre
 508 S. Main Street
 Moscow, Idaho 83843
Presenter: Cody Moore



Name	Address	Email / Phone
SCOTT BECKER	405 - S WASH.	scottbecker@moscow.idaho.gov (208) 882-3520
Shelley L Bennett	2279 Moser St.	sbennett@moscow.idaho.gov (208) 301-1623

Name	Address	Email / Phone

EXHIBIT

“F”

Neighborhood Meeting Minutes

W + R + M**Westberg Roepke Moore**

An Idaho Professional Limited Liability Company

Attorneys and Counselors at Law
 Admitted in Idaho and Washington
 530 South Asbury St., #2
 Moscow, ID 83843
 Phone: (208) 883-1520
 Fax: (208) 883-1521

Aaron D. Roepke: aroepke@wrm-law.com
 Cody R. Moore: cmoore@wrm-law.com

Neighborhood Meeting Minutes
June 30, 2022

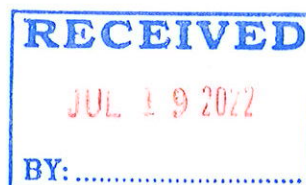
MEETING LOCATION: Kenworthy Performing Arts Centre
 508 S. Main St.
 Moscow, ID 83843

PRESENTER: Cody R. Moore

RE: Neighborhood Meeting re: Rezone from MB to R4
 Property located at the end of Warbonnet Drive
 Parcel No. RPM00000123900

PRESENT: *Scott Becker; Shelley Bennett*

1. Meeting called to order at 12:05 PM
2. Cody Moore gave introduction and summary of proposal.
3. The floor was opened to public comments in support of application.
 - a. Shelley Bennett stated this rezone is "highest and best use" and that it is "too far away from the highway to be good business property."
4. The floor was opened to public comments in opposition of application.
 - a. No comments in opposition were made.
5. The floor was open for other questions or public testimony.
 - a. No other questions or comments were provided.
6. Meeting was adjourned at 12:07 PM



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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR THE REZONE OF A TEN (10) ACRE PROPERTY LOCATED DIRECTLY NORTH OF THE CURRENT TERMINUS OF WAR BONNET DRIVE WITHIN THE CITY OF MOSCOW FROM THE MOTOR BUSINESS (MB) ZONE TO THE MULTIPLE FAMILY RESIDENTIAL (R-4) ZONE.

WHEREAS, the applicant filed an application for Rezone on July 19, 2022; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on August 10, 2022; 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 consists of a 10-acre property located at directly north of the current terminus of War Bonnet Drive.
3. Within the 2019 Moscow Comprehensive Plan, the subject property is currently designated as Auto-Urban Commercial.
4. According to the 2019 Comprehensive Plan, Auto-Urban Commercial designated areas are intended to,

“provide for commercial services and developments that are motor vehicle oriented or those which require large amounts of land. These areas should be located adjacent to existing commercial developments and along major arterials where the vehicle traffic can be accommodated. Developments within these designations should be required to provide significant landscaping which would be applied to enhancing areas along the street edge, screening parking lots, and buffering adjacent uses. Such areas are most appropriately zoned Motor Business (MB).”

5. The surrounding properties to the north, east, and south are also designated as Auto-Urban Commercial (AU-C).

6. The subject property is currently zoned Motor Business (MB) and the applicant is proposing to rezone the property to the Multiple Family Residential (R-4) Zone.
7. According to the City of Moscow Zoning Code, the R-4 Zoning District,

“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.”
12. Uses permitted within the R-4 Zone include single family dwellings, two family dwellings, twinhomes, townhouses, and multi-family dwellings. Also permitted are professional offices, bed and breakfasts, daycare facilities, and parking lots.
13. There are existing water and sewer mains within the surrounding streets which are of sufficient capacity to accommodate any future use that the R-4 Zone would allow on the subject property.
14. The subject property has property frontage on War Bonnet Drive which is designated as a minor arterial in the Thoroughfare Plan. The Plan shows War Bonnet Drive extending through the subject property in the northeasterly direction. The Engineering Department has indicated that the development of the subject property is not expected to generate enough trips to significantly impact the traffic patterns in the area. The development of this parcel was anticipated when the road system in this vicinity was built.
15. When this property was annexed in 2017 there was a condition of approval on the zoning ordinance that stated that War Bonnet Drive and public utilities shall be extended to the northern boundary of the subject property in accordance with the alignment of the Thoroughfare Plan within the City of Moscow Comprehensive Plan, as development occurs upon the subject property. The Engineering Department is recommending that this condition be carried over on this proposed rezone. To do so, the property owner and the City will need to enter into a recorded development agreement.
16. The applicant conducted a neighborhood meeting with affected property owners within 600 feet of the subject property on June 16, 2022 to discuss the proposed rezone. All neighborhood meeting materials are attached.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed rezone is consistent with Comprehensive Plan goals, objectives, and implementation actions.** The proposed rezone is generally consistent with the existing 2019 Comprehensive Plan. Although the Comprehensive Plan Land Use Designation of Auto-Urban Commercial does not correspond with the Multiple Family Residential (R-4) Zone, the zone is less intensive than the Motor Business (MB) Zone and is generally viewed as permissible.
2. **The proposed rezone would provide for the logical and orderly location of land uses and community services and facilities.** The proposed R-4 Zone provides a continuation of the existing

R-4 Zone to the southwest of the subject property. The proposed zoning and uses are consistent with the surrounding area and will not unduly burden the neighborhood of public infrastructure.

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

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the Planning and Zoning Commission of the City of Moscow recommends approval of the rezone request for the ten (10) acre property from the Motor Business (MB) Zone to the Multiple Family Residential (R-4) Zone with one condition:

1. War Bonnet Drive and public utilities shall be extended to the northern boundary of the subject property in accordance with the alignment of the Thoroughfare Plan within the City of Moscow Comprehensive Plan, as development occurs upon the subject property.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW this
10th day of August, 2022.



Robb Parish, Chair
Planning and Zoning Commission

PLANNING & ZONING COMMISSION



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

Regular Meeting
~Minutes~

Mike Ray
Staff Liaison
208.883.7008

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

Wednesday
August 10, 2022

7:00 PM

Council Chambers
206 E Third Street

Parish called the meeting to order at 7:00 PM

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

REGULAR AGENDA

1. Approval of July 27, 2022 Minutes (ACTION ITEM)

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

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three (3) minutes.

None.

3. Public Hearing: Proposed Rezone of a 10-acre Property Located Directly North of the Current Terminus of War Bonnet Drive: LUP2022-0021 (ACTION ITEM)

Proposed rezoning of the subject property from the Motor Business (MB) Zone to the Multiple Family Residential (R-4) Zone.

Ray presented the rezone request for the property described above, and recommended the Commission approve with the one condition to enter into a Development Agreement with the City of Moscow. The conservation easement on the land to the north of the property doesn't affect the future road plan of the Comprehensive Plan, because conservation easements eventually expire. Some more discussion on the conservation easement on the property north of the subject.

Public Hearing opened at 7:11 PM

Cody Moore (applicant's representative), Moscow, spoke briefly on the project and disclosed that the property is under contract for sale. The property to the north is owned by another owner and the conservation easement is perpetual. Preference to not build road and extend utilities, but understand need for following previous conditions.

Shelley Bennett (applicant's representative), Moscow, talked about selling property since the property was last rezoned in 2017. Commercial real estate needs traffic and this property does not have much traffic. Discussed road through conservation easement to the property north of the subject.

Public Hearing closed at 7:15 PM

Condition could be renegotiated or waived by City Council if it was apparent that there won't be need for a road to connect with the northern property. The road would need to be built anyways to facilitate the apartments, and is required to have 2 points of contacts for fire code. Commission mentioned housing is lacking in Moscow.

Davis moved to recommend approval of the Rezone request to City Council, with the one condition as recommended by Staff. The motion was seconded by Gropp. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

Seever moved to approve the Relevant Criteria and Standards as written, seconded by Hamilton. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

4. Public Hearing: Proposal for a Comprehensive Plan Land Use Designation, Zoning Designation, Preliminary Subdivision Plat, and Planned Unit Development (PUD) for a 13.75-Acre Property Proposed to be Annexed into the City of Moscow and Generally Located Southwest of the West Palouse River Drive Ball Fields Property and Southwest of the University of Idaho Arboretum: LUP2022-0017, LUP2022-0018, and LUP2022-0019 (ACTION ITEM)

1. Comprehensive Plan Land Use Designation amendment from the Auto-Urban Residential designation 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 and Planned Unit Development (PUD) of a 10.5-acre area to create 9 lots ranging from 0.73 acres to 1.57 acres in size, referred to as Edington Estates.

Ray presented the proposed annexation, preliminary plat, and preliminary PUD as described above, and recommended approval with no conditions. The Engineering memo addressed some corrections that need to be made before the requests can go before City Council, but it does not need to prevent approval by the Commission. The map has a dotted line on it that represents an existing parcel boundary.

Public Hearing opened at 7:39 PM

Scott Sumner (applicant's representative), Moscow, talked about this next phase of the Edington Subdivision and wanting to provide different types and sizes of residential homes. Also spoke on the Germer property to the south of Edington that they are working in conjunction with. He discussed how roads will stub to each side of the property so that all the parcels will be accessible to each other. The current house is going to stay there and be built around.

Public Hearing closed at 7:45 PM

Seever moved to recommend approval of the Comprehensive Land Use Designation, Rezone, Preliminary Plat, and Preliminary PUD requests to City Council, with no conditions as recommended by Staff. The motion was seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (7). Nays: None. Abstentions: None. Motion carried.

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

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

Proposal to eliminate a condition of approval of the Anderson 7th Addition Subdivision that vehicular access to Block 2, Lot 7 shall be limited to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive.

Wilson moved to approve the Written Decision as presented, seconded by Seever. Vote by Acclamation; Ayes: Davis, Gropp, Hamilton, Mize, Seever, Wilson (6). Nays: None. Abstentions: Parish (1). Motion carried.

REPORTS

1. Transportation Commission meeting report.

Next regular meeting is scheduled for August 11th, 2022, and there is discussions regarding Sand Creek Road and Downtown Streetscape Design are on the agenda.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

Next Planning & Zoning Commission regular meeting is scheduled for August 24, 2022.

August 24th meeting will be cancelled and a couple Public Hearings scheduled for the first meeting in September.

Parish declared the meeting adjourned at 7:50 PM

Robb Parish, Chair

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF A TEN (10) ACRE PROPERTY, DESCRIBED IN SECTION 2, AS MULTIPLE FAMILY RESIDENTIAL (R-4); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the land described in Section 2 of this Ordinance is located within the City of Moscow; and

WHEREAS, the land described in Section 2 of this Ordinance is currently zoned Motor Business (MB); and

WHEREAS, the proposed change is to adopt the Multiple Family Residential (R-4) designation; and

WHEREAS, the proposed changes for the property described is generally consistent with the 2019 Comprehensive Plan; and

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

WHEREAS, on August 10, 2022, the Moscow Planning and Zoning Commission held a duly noticed public hearing and recommended approval of zoning the subject property R-4; and

WHEREAS, the Moscow City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on September 6, 2022;

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

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Ordinance.

SECTION 2: LEGAL DESCRIPTION.

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

A parcel of land located in the northwest quarter of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the west quarter corner of Section 12;

Thence along the south line of the northwest quarter of Section 12, S 89°02'03" E, 878.43 feet;

Thence leaving said south line, N 30°49'55" E, 500.70 feet;
Thence N 89°01'11" W, 1127.75 feet to the west line of Section 12;
Thence along said west line, S 00°58'04" W, 434.48 feet to the POINT OF
BEGINNING.

Containing 10.00 acres, more or less.

SECTION 3: ZONING. That the property described in Section 2 of this Ordinance be and the same hereby is conditionally zoned Multiple Family Residential (R-4) upon the following:

That the property owner enter into a recorded development agreement to include the following:

1. War Bonnet Drive and public utilities shall be extended to the northern boundary of the subject property in accordance with the alignment of the Thoroughfare Plan within the City of Moscow Comprehensive Plan, as development occurs upon the subject property.

The City Engineer is hereby ordered to make the necessary amendments to the official maps of the City of Moscow which are on file at 504 South Washington Street, Moscow, Idaho.

SECTION 4: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 5: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of City of Moscow, Idaho Municipal Code, the definition contained within those portions of the Moscow Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Anne Zabala	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____

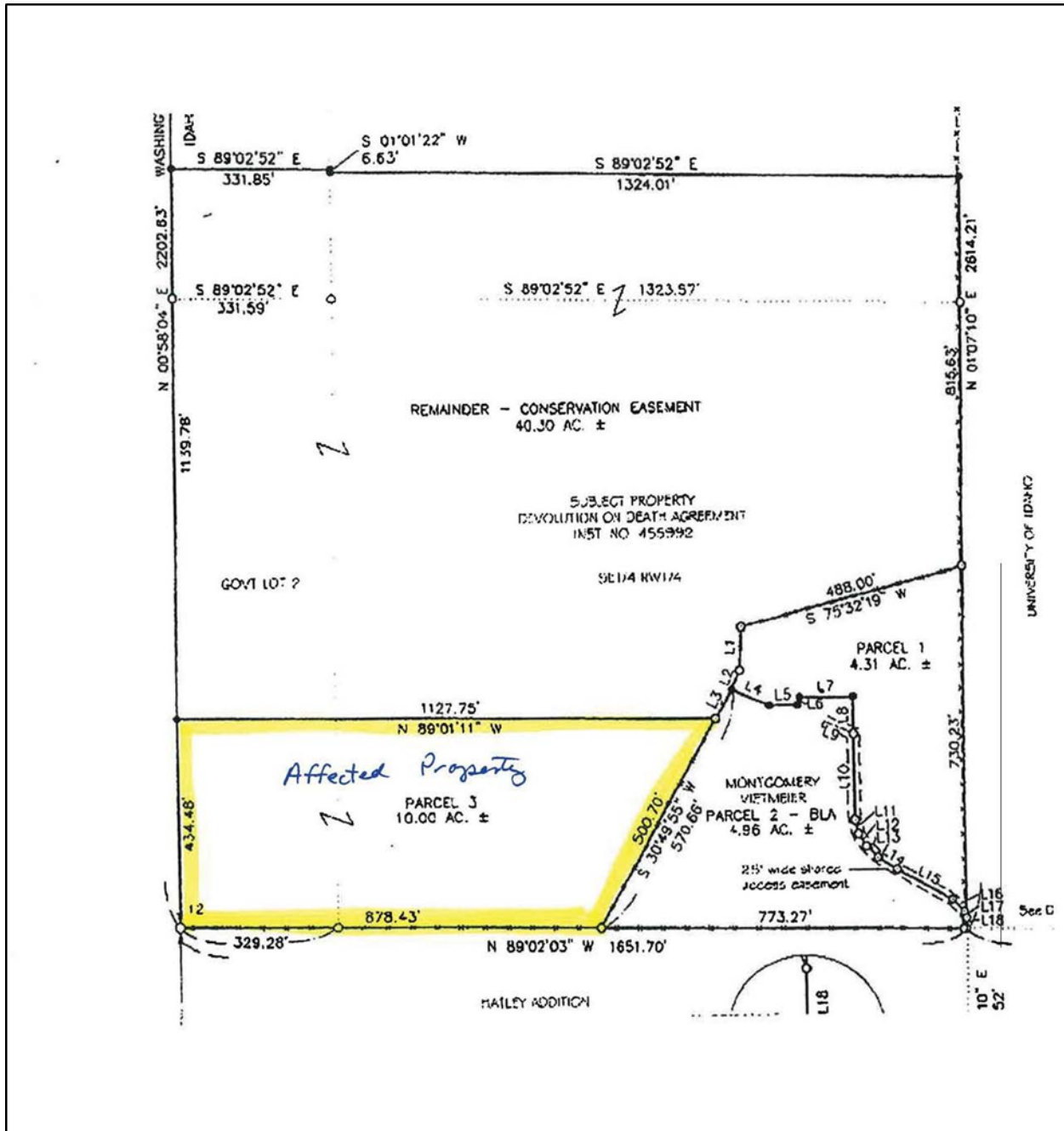
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow this ____ day of September, 2022.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

EXHIBIT "A"





AUGUST 2ND, 2022

TO: MIKE RAY, PLANNING MANAGER

FROM: TODD DRAGE, ENGINEERING TECHNICIAN

SUBJECT: PARCEL NO. RPM00000123900 REZONE REQUEST REVIEW

CC: JENNIFER FLEISCHMAN, ADMINISTRATIVE ASSISTANT & DEPUTY CITY CLERK

Upon reviewing the Application for Zoning Amendment for the 10-acre parcel at the end of Warbonnet Drive (Parcel No. RPM00000123900), the Engineering Division has the following comments and recommended conditions of approval:

Comments

1. Development of this parcel is not expected to generate enough trips to significantly impact the traffic patterns in this area. Development of this parcel was anticipated when the road system in this vicinity was built.

Recommendations

1. The City's Application for Zoning Amendment application requires under section 6.E that the applicant evaluate if the development can be adequately served by existing transportation network, public facilities and services. In order to ensure the City will be able to provide those services we recommend the applicant work with the City to analyze the current water and sewer infrastructure and any potential additional infrastructure required to provide these services. To do so, we recommend the following step be pursued.
 - a. A proposed development will be tapping into an un-looped branch of the City's water infrastructure and there appears to be a significant elevation difference from the watermain tie in point in Warbonnet Drive to the northern extent of the property. As a result, we recommend that the applicant request a model analysis of the City's current water infrastructures ability to serve domestic and fire flow at the subdivision. The City retains HDR Engineering to maintain and operate its water model. For a model analysis, the applicant would work with the City to set up a Task Order specific to the development and infrastructure that they would like to proposed. This analysis will be at the expense of the applicant and will be required for the City to issue a "Will Serve" letter to the Idaho Department of Environmental Quality (IDEQ).
 - b. This property was not included in the future growth scenario model analysis in the City's sanitary sewer comprehensive plan. To ensure this property can be serviced by the City's sewer system we

recommend when designing a development, the developer's engineer work with the City to analyze the current sewer system's capacity from the property to the City's Mall Lift Station, and then from the Mall Lift Station to the City's Waste Water Treatment Facility. This analysis will be required for the City to issue a "Will Serve" letter to the Idaho Department of Environmental Quality (IDEQ).

2. When this property was annexed in 2017 there was a condition of approval on the zoning that stated the following:

War Bonnet Drive and public utilities shall be extended to the northern boundary of the subject property in accordance with the alignment of the Thoroughfare Plan within the City of Moscow Comprehensive Plan, as development occurs upon the subject property.

We recommend that this condition be carried over on this proposed rezone. To do so, we recommend that the property owner enter into a recorded development agreement to include this language

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

PUBLIC HEARING: Anderson 7th Addition Subdivision Request to Eliminate a Condition of Approval (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Planning and Zoning Commission

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

Moscow City Council conducted a public hearing on June 21, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition. The Council subsequently approved the preliminary subdivision plat with three conditions. On June 22, 2022, the developer of the subdivision submitted a request to eliminate one of the original conditions of approval that vehicular access to Block 2, Lot 7 shall be limited to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive. The Planning and Zoning Commission conducted a public hearing on July 27, 2022 and recommended modification of the existing condition of approval.

STAFF RECOMMENDATION

Conduct the public hearing and upon consideration of any testimony received, modify the existing condition of approval and adopt the Planning and Zoning Commission's written decision.

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, modify the existing condition of approval and adopt the Planning and Zoning Commission's written decision; or eliminate the existing condition of approval and direct Staff to prepare a written decision; or retain the existing condition of approval and direct Staff to prepare a written decision; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Staff Memo
2. Public Hearing Notice
3. Packet
4. P&Z Written Decision -Anderson 7th Addition - 7-27-22
5. P&Z Minutes
6. Council RCS

Memo

To: City Council
From: Mike Ray, AICP - Planning Manager
Date: August 30, 2022
Re: Anderson 7th Addition Subdivision Condition Request

The Planning & Zoning Commission conducted a public hearing on May 26, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition. The subdivision included 18 lots ranging from 9,644 sf to 23,672 sf in size, a stormwater detention pond on the northeast corner of Palouse River Drive and Sunnyside Avenue, and the connection of Sunnyside Avenue. After considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with the following three conditions recommended by staff:

1. Lot 7, Block 2 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.

City Council then conducted a public hearing on June 21, 2021 and approved the Anderson 7th Addition Subdivision with the same three conditions. On January 5, 2022 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. City Council ultimately approved the final plat on February 22, 2022.

On June 22, 2022, the developer of the subdivision submitted a request to eliminate one of the three conditions of approval of the plat. The condition that the developer is proposing to eliminate is condition #1 above, related to the access to Lot 7, Block 2 not being permitted from Palouse River Drive. Lot 7, Block 2 is the triangular-shaped lot that has approximately 418 feet of frontage along Palouse River Drive. The developer has stated that a commercial use is planned for the property, which would cause a disruption if accessed from Sunnyside Avenue as currently proposed. The developer has also indicated that the grading of the property will result in Lot 7, Block 2 being significantly lower than the lots adjacent to Sunnyside Avenue.

The portion of the subdivision where Lot 7, Block 2 is located is currently within the Multiple Family Residential (R-4) Zone, which allows a wide range of residential uses as well as limited commercial

uses. Professional office uses are limited to 2,000 square feet in size. When staff initially made the recommendation that all access come from Sunnyside Avenue, it was anticipated that the future use of the property would be residential. Staff was concerned with introducing a residential driveway approach onto Palouse River Drive which is designated as a minor arterial. Improvements to Palouse River Drive will be constructed as part of the Anderson 7th Addition Subdivision and also the Edington Subdivision to the west. Upon completion of the improvements to Palouse River Drive, there will be curb, gutter, and sidewalks on both sides of the street and the roadway will contain two vehicular travel lanes and bike lanes. With the higher volumes of traffic that are expected on Palouse River Drive in the future along with the bike lanes, staff was concerned with the safety conflicts of a residential driveway approach where there may be instances when vehicles will choose to reverse back out on to the street.

A commercial use that would be developed on the property would need to develop a parking lot that would meet City parking lot standards, which would allow for the proper maneuvering of vehicles. The City Engineering Department has reviewed the potential driveway location and sight distances and does not have a concern with the proposal. Therefore, staff would recommend that the condition of the plat be modified to the following:

1. Vehicular access to Lot 7, Block 2 shall only be permitted from Palouse River Drive for a commercial use upon the property.

NOTICE OF PUBLIC HEARING

Proposal to eliminate a condition of approval of the Anderson 7th Addition Subdivision located at 2075 Sunnyside Ave and 706 W Palouse River Drive within the City of Moscow. Permit Application LUP2022-0016

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

1. Proposal to eliminate a condition of approval of the Anderson 7th Addition Subdivision that vehicular access to Block 2, Lot 7 shall be limited to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposal on July 27, 2022 and recommended approval to City Council.

MEETING DATE: Tuesday, September 6, 2022

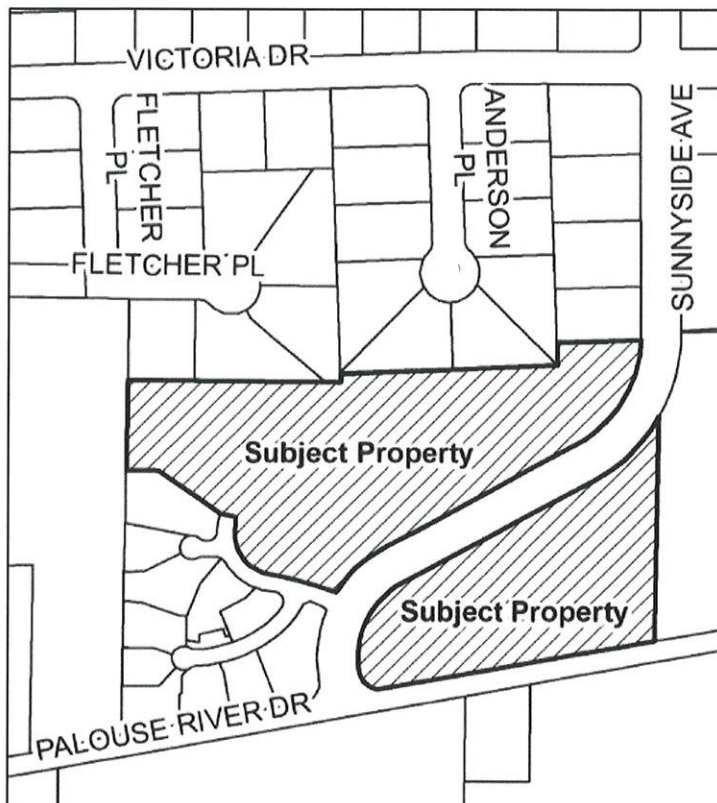
HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.

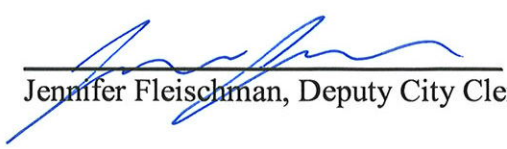
Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting. The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 S Washington Street, Moscow, Idaho. Call 883-7035 for 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 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, August 20, 2022

June 22, 2022

Mayor Bettge and Moscow City Council
Moscow City Hall
206 East 3rd Street
Moscow, ID 83843

Re: Anderson 7th Addition Block 2, Lot 7 Access onto Palouse River Drive

Dear Mayor Bettge and City Council:

Jim Swift the owner of Anderson 7th Addition Block 2, Lot 7 would like to be permitted an access onto Palouse River Drive at the southeast corner of the lot. If this access were granted Jim would like to construct a small commercial office building on this lot.

During the platting process, access to Palouse River Drive was denied. This request is to reverse that decision. Sight distances are over 500' to the east and over 2000' to the west so safety concerns are reduced.

The best use of this irregular along Palouse River Drive would be for a commercial office space which would create a buffer between the arterial and the subdivision. With the office space use, access to Palouse River Drive will be less disruptive to the neighborhood than the City's proposed access between lots 4 and 5.

An additional consideration is that with an access onto Palouse River Drive, the lot would be graded significantly lower than the other lots creating a natural buffer between Palouse River Dr and the residential neighborhood without restricting views.

Enclosed are:

1. Application for subdivision to revise the existing subdivision requirements
2. Propose lot layout and access with proposed structure
3. Anderson 7th Addition plat

Please consider this request for an access onto Palouse River Drive and if possible review the proposed access on site prior to the meeting.

Thank you for considering this request.

Sincerely,



Scott Becker, PE
Enc.



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

For City Use Only			
Date Received			
Dept	Fee Type	Fees	Paid
CDV	Application Fee	\$920.00	
Receipt Number			

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

APPLICANT:

Name: Jim Swift Telephone: 208-301-0447

Complete Address: _____

E-Mail: marcisswift@gmail.com Fax: _____

OWNER: (if other than applicant)

Name: _____ Telephone: _____

Complete Address: _____

E-Mail: _____ Fax: _____

ENGINEER/SURVEYOR:

Name: Scott Becker, PE Telephone: _____

Complete Address: PO Box 8728

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

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

PROPERTY:

1. Proposed Subdivision Name: Anderson 7th Addition

2. Address(as) or Parcel Number(s): Block 2, Lot 7

3. Legal Description: *Please attach copy of full description.*

4. Gross area of all land involved: _____ acres, and/or 26567 sq. ft.

5. Total Net Area of land area exclusive of proposed or existing public street and other public lands:
_____ acres, and/or 26567 square feet.

6. Total number of lots: 1 Average lot size: 26567

7. Existing Zoning of subject property: R-4

SEWER AND WATER MAIN OVERSIZING REIMBURSEMENT POLICY

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

PROJECT DESCRIPTION:

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

See Attached Letter

PRELIMINARY PLAT CHECKLIST:

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

*5' max. contour interval, except for slopes $> 50\%$ may have 10' interval) Areas with existing slopes $\geq 20\%$ 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.

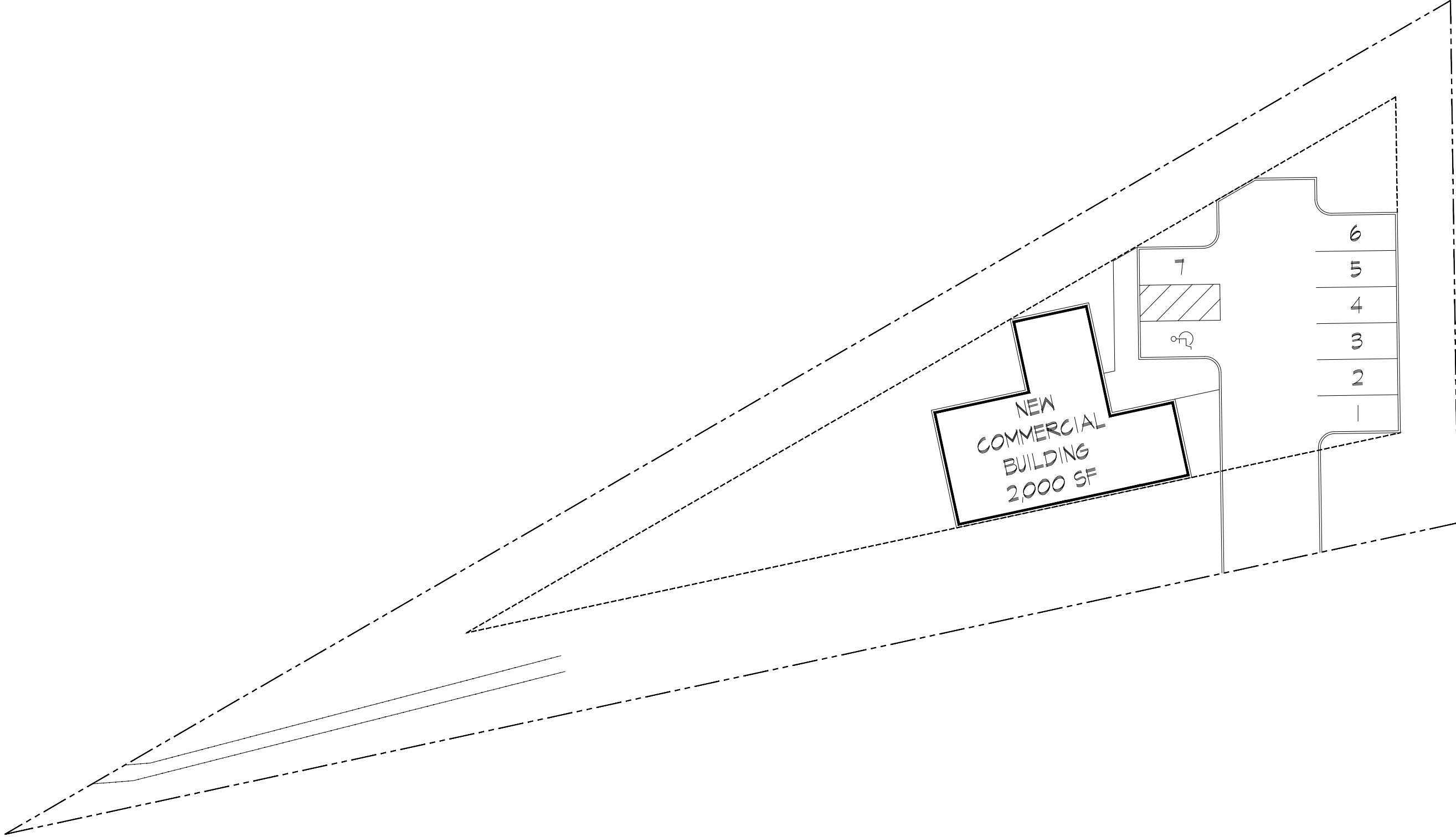
I understand this information is a public record and may be posted to a public website.


Applicant's Signature

5-25-22
Date

Property Owner's Signature (if different)

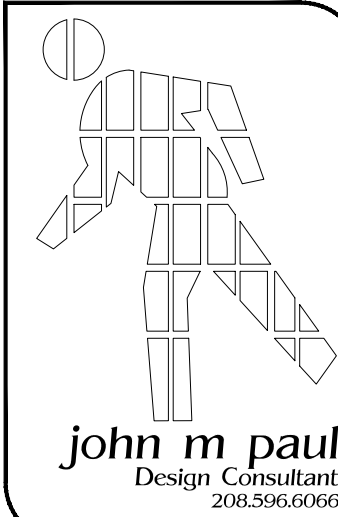
Date



THESE DRAWINGS ARE COPYRIGHTED AND ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL.

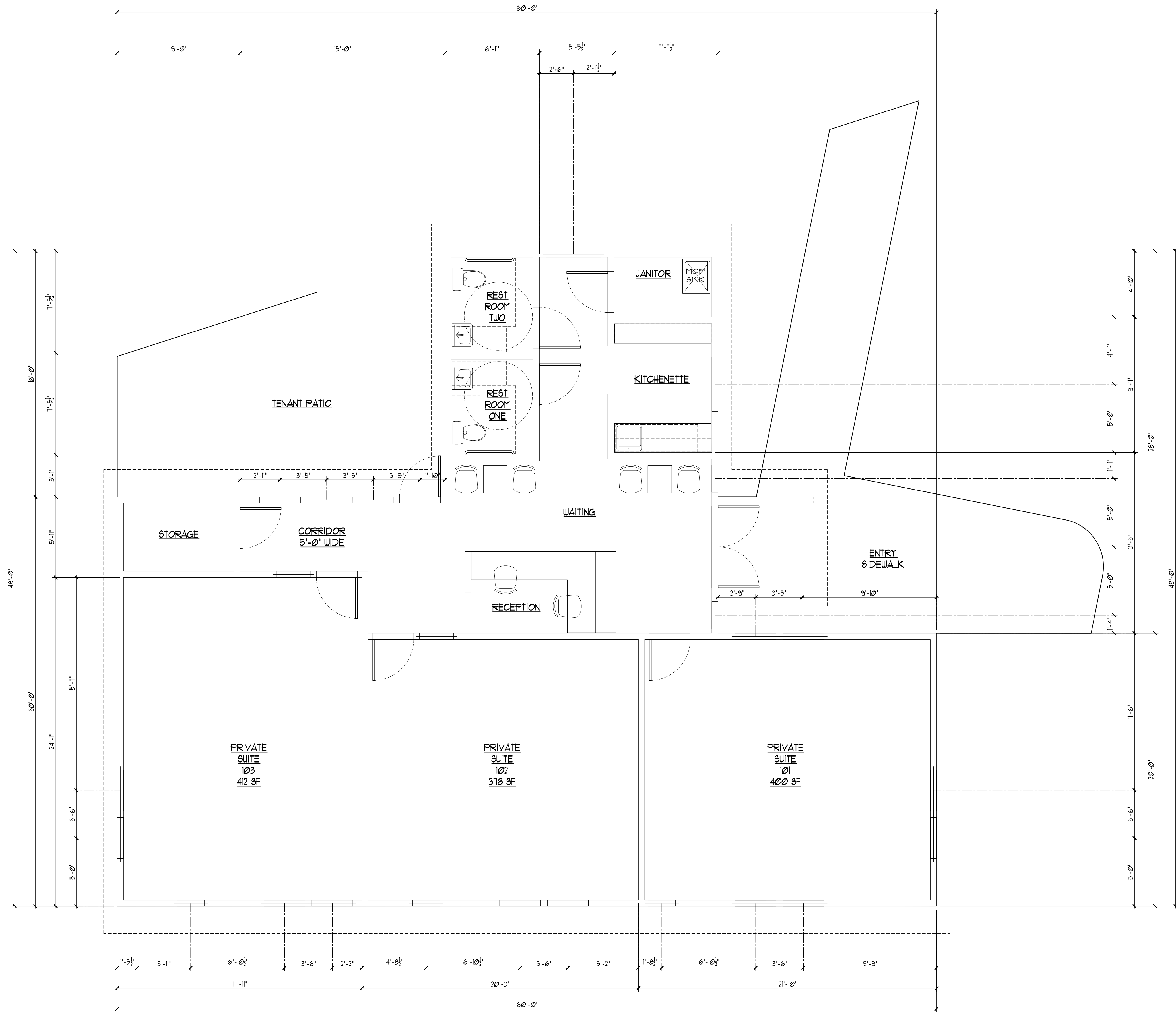
W Palouse River Dr
Moscow, Idaho

Sunnyside Professional Building
for Jim Swift



Job Number: 00-133072
Date: 05/05/25
Sheet Contents:
Site Plan

A-1



Sunnyside Professional Preliminary Floor Plan Dated 05-25-22

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

Sections 18 & 19, T39N, R5W, BM

Survey References:

1. Anderson 1st Addition to the City of Moscow, Instrument #404026, by G. Stone, PLS #4346.
2. Prospect Place Addition to the City of Moscow, Instrument #580048, by M. Roubesh, PLS #16744.
3. Permanent Public Utility Easement, Instrument #545162.
4. Warranty Deed, Instrument #617776, L.L.F. Inc to James B. Swift.

Basis of Bearings

The Basis of Bearings for this survey is identical to the Idaho Coordinate System, West Zone, NAD 83 as shown between the found southeast corner of Section 18 and the found southwest corner of the Southeast Quarter of Section 18, said bearing being S88°09'54"W.

Surveyor Narrative

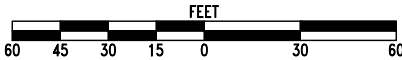
1. The purpose of this survey was to locate, monument and map the boundaries of the parcel of land described in Warranty Deed, Instrument #617776, being a portion of Lot 25 of Block 4 and the entirety of Block 5 of Anderson 1st Addition to the City of Moscow, and to replat said parcel, as shown hereon.
2. The south line of the Southeast Quarter of Section 18 was located to establish the Basis of Bearings and primary boundary control. The parcel of land described in Warranty Deed, Instrument #617776 was rotated to project basis and located accordingly.

Legend

- Found Monument as Described
 - Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "PLS 17534"
 - Set City of Moscow Standard Centerline Monument Stamped "PLS 17534"
 - Found 5/8" Diameter Rebar Stamped "Hodge 3003"
- Found Centerline Monument
- Found Scribe in Concrete
- Calculated Position
- Replat Block Number
- Replat Lot Number
- Anderson 1st Addition Block Number
- Other Subdivision Lot Number
- Record Data - See Survey References
- Replat Boundary Line
- Replat Lot line
- Other Lot line
- Section Line
- Centerline
- Right-of-Way
- Easement - This Replatting
- Existing Easement



SCALE: 1"=60'



Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C1	241.66'	62°12'44"	222.56'	229.96'	S30°47'12"W
C2	201.39'	72°07'02"	160.00'	188.36'	S25°50'03"W
C3	199.85'	59°27'52"	192.56'	191.00'	N32°09'37"E
C4	102.32'	30°51'19"	190.00'	101.09'	S46°27'54"W
C5	10.22'	23°25'00"	25.00'	10.15'	N76°53'24"W
C6	94.02'	17°56'33"	300.22'	93.63'	N74°09'18"W
C7	100.37'	92°30'16"	62.17'	89.82'	N36°52'27"W
C8	13.19'	5°56'04"	127.32'	13.18'	N12°20'35"E
C9	47.12'	90°00'00"	30.00'	42.43'	N55°13'28"W
C10	163.63'	72°07'02"	130.00'	153.04'	N25°50'03"E
C11	143.63'	32°35'01"	252.56'	141.70'	N45°36'03"E
C12	249.81'	286°15'37"	50.00'	60.00'	N61°53'34"E
C13	7.58'	2°42'50"	160.00'	7.58'	S60°32'09"W
C14	193.81'	69°24'12"	160.00'	182.18'	S24°28'38"W

Measurements shown here for curves 1 through 11 match the measurements of these same curves as shown on the documents of record.

Curve Table

Curve	Length	Delta	Radius	Chord	Chrd Brng
C15	153.13'	45°33'49"	192.56'	149.13'	S25°12'36"W
C16	46.72'	13°54'03"	192.56'	46.60'	S54°56'32"W
C17	49.28'	14°51'44"	190.00'	49.15'	S54°27'42"W
C18	53.04'	15°59'36"	190.00'	52.86'	S39°02'02"W
C19	79.36'	34°58'42"	130.00'	78.14'	N07°15'52"E
C20	84.27'	37°08'20"	130.00'	82.80'	N43°19'23"E
C21	19.67'	75°08'16"	15.00'	18.29'	N09°27'42"E
C22	61.22'	70°09'24"	50.00'	57.47'	N46°09'33"W
C23	20.14'	23°04'28"	50.00'	20.00'	N00°27'23"E
C24	96.91'	111°03'06"	50.00'	82.44'	N67°31'10"E
C25	71.54'	81°58'39"	50.00'	65.59'	S15°57'58"E
C26	23.56'	90°00'00"	15.00'	21.21'	S73°06'26"E
C27	9.24'	2°45'01"	192.56'	9.24'	N01°03'11"E

P.O. Box 8728
405 S. Washington Street
Moscow, ID 83843
(208) 882-3526

Handley & Associates, Inc.
Surveyors - Engineers - Landscape Architects

Lead Surveying
Site Mapping

RIM ROCK CONSULTING, INC.

120 WEST 25 STREET #202 BOZEMAN, MONT. 59717-3805 406.553.9339 rimrock@rimrockconsulting.com

PROFESSIONAL LAND SURVEYOR
NOT FOR RECORDING
17534
J. B. DODGE

Anderson 7th Addition
A Replat of Portions of Lot 25, Block 4; & Block 5
of Anderson 1st Addition to the City of Moscow
Latah County, Idaho

Drafted by: SW

Checked by: MED

File Name: 4393 Plat.dwg

Tab: Layout

Plot Style Primary.ctb

Project: 4393-02-21

Date: 2/2/22

1 of 2

LEGAL DESCRIPTION

A parcel of land, being a portion of Lot 25 of Block 4 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the northwest corner of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow, Instrument #404026, Latah County Records;
Thence along the north boundary of said Lot 25, the following five courses:
S89°10'25"E, 321.54 feet;
Thence N02°11'19"W, 14.91 feet;
Thence N87°48'41"E, 330.02 feet;
Thence N02°11'19"W, 34.00 feet;
Thence N87°48'41"E, 126.74 feet, to a point on the northwest right-of-way line of Sunnyside Avenue;
Thence along said northwest right-of-way line the following three courses;
199.85 feet along a non-tangent curve to the right, said curve having a Delta = 59°27'52",
Radius = 192.56 feet, Chord = 191.00 feet and a Chord Bearing = S32°09'37"W;
Thence S61°53'34"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 = S46°27'54"W to the northeast corner of Prospect Place Addition to the City of Moscow, Instrument #580048, Latah County Records;
Thence leaving said northwest right-of-way line, along the north boundary of said Prospect Place Addition the following seven courses:
10.22 feet along a non-tangent curve to the right, said curve having a Delta = 23°25'00",
Radius = 25.00 feet, Chord = 10.15 feet and a Chord Bearing = N76°53'24"W;
Thence 94.02 feet along a non-tangent curve to the left, said curve having a Delta = 17°56'33",
Radius = 300.22 feet, Chord = 93.63 feet and a Chord Bearing = N74°09'18"W;
Thence 100.37 feet along a curve to the right, said curve having a Delta = 92°30'16",
Radius = 62.17 feet, Chord = 89.82 feet and a Chord Bearing = N36°52'27"W;
Thence 13.19 feet along a non-tangent curve to the right, said curve having a Delta = 5°56'04",
Radius = 127.32 feet, Chord = 13.18 feet and a Chord Bearing = N12°20'35"E;
Thence N74°41'23"W, 25.00 feet;
Thence N56°11'40"W, 113.90 feet;
Thence N89°09'16"W, 48.21 feet to the northwest corner of said Prospect Place Addition to the City of Moscow and the west line of Lot 25, Block 4 of Anderson 1st Addition to the City of Moscow;
Thence N00°50'44"E, 138.69 feet to the **Point of Beginning**.

Parcel contains 3.70 acres, more or less.

Together With:

A parcel of land, being Block 5 of Anderson 1st Addition to the City of Moscow, located in the Southwest Quarter of the Southeast Quarter of Section 18, and the Northwest Quarter of the Northeast Quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, described as follows:

Beginning at the southeast corner of Block 5 of Anderson 1st Addition to the City of Moscow on the north right-of-way line of Palouse River Drive;
Thence along said north right-of-way line, S79°46'32"W, 418.57 feet to a point on the southeast right-of-way line of Sunnyside Avenue;
Thence along said southeast right-of-way line the following four courses:
47.12 feet along a curve to the right, said curve having a Delta = 90°00'00",
Radius = 30.00 feet, Chord = 42.43 feet and Chord Bearing = N55°13'28"W;
Thence 163.63 feet along a curve to the right, said curve having a Delta = 72°07'02",
Radius = 130.00 feet, Chord = 153.04 feet and Chord Bearing = N25°50'03"E;
Thence N61°53'34"E, 323.29 feet;
Thence 143.63 feet along a curve to the left, said curve having a Delta = 32°35'01",
Radius = 252.56 feet, Chord = 141.70 feet and Chord Bearing = N45°36'03"E to the northeast corner of Block 5 of Anderson 1st Addition to the City of Moscow;
Thence leaving said southeast right-of-way line, S01°04'02"W, 339.15 feet to the **Point of Beginning**.

Parcel contains 2.19 acres, more or less.

Overall replatted area contains 5.89 acres, more or less.

DEDICATION

Know all persons by these presents, that I, James B. Swift, owner of the land and premises described above, have caused said land to be subdivided and platted as shown hereon as an addition to the City of Moscow, Latah County, Idaho, to be known as Anderson 7th Addition: A Replat of Portions of Lot 25, Block 4; & Block 5 of Anderson 1st Addition to the City of Moscow, Latah County, Idaho. The easements as shown on this plat are hereby reserved for public access and utility purposes as designated hereon and no permanent structures are to be erected within the lines of said easements. The owner certifies that all lots within this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a public utility subject to the regulation of the Idaho public utilities commission, or a mutual or nonprofit water company, and the existing water distribution system has agreed in writing to serve all of the lots in the subdivision (Section 50-1334, Idaho Code). The owner does herewith declare to offer for dedication to the public for public use the street right-of-ways and the Stormwater Parcel for stormwater detention.
In witness thereof, the undersigned has set his hand and seal.

James B. Swift _____ Date _____

ACKNOWLEDGMENT

State of _____

County of _____

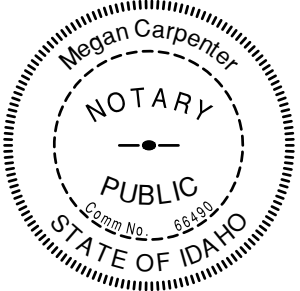
On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared James B. Swift, known or identified to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same.

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

Notary Public, _____

Residing in _____

My Commission Expires _____



APPROVALS

Moscow Planning and Zoning Commission

Approval of this plat by the City of Moscow certifies agreement to allow connection of the above described property to the municipal water system and satisfies Section 50-1334, Idaho Code. Examined and approved by action of the Moscow Planning and Zoning Commission at a regular meeting with a quorum present this _____ day of _____, 2022.

Chairman, Planning and Zoning Commission

Moscow City Council

Examined and approved by action of the Moscow City Council at a regular meeting with a quorum present this _____ day of _____, 2022.
Dedication of all public streets, easements, and parkland described on this plat is hereby accepted in accordance with Section 50-1313, Idaho Code.

Clerk _____ Mayor, City of Moscow _____

City Engineer, City of Moscow

Examined and approved by the City Engineer this _____ day of _____, 2022.

City Engineer, City of Moscow _____

Latah County Surveyor

Examined and approved by the Latah County Surveyor this _____ day of _____, 2022.

Latah County Surveyor _____

Latah County Treasurer

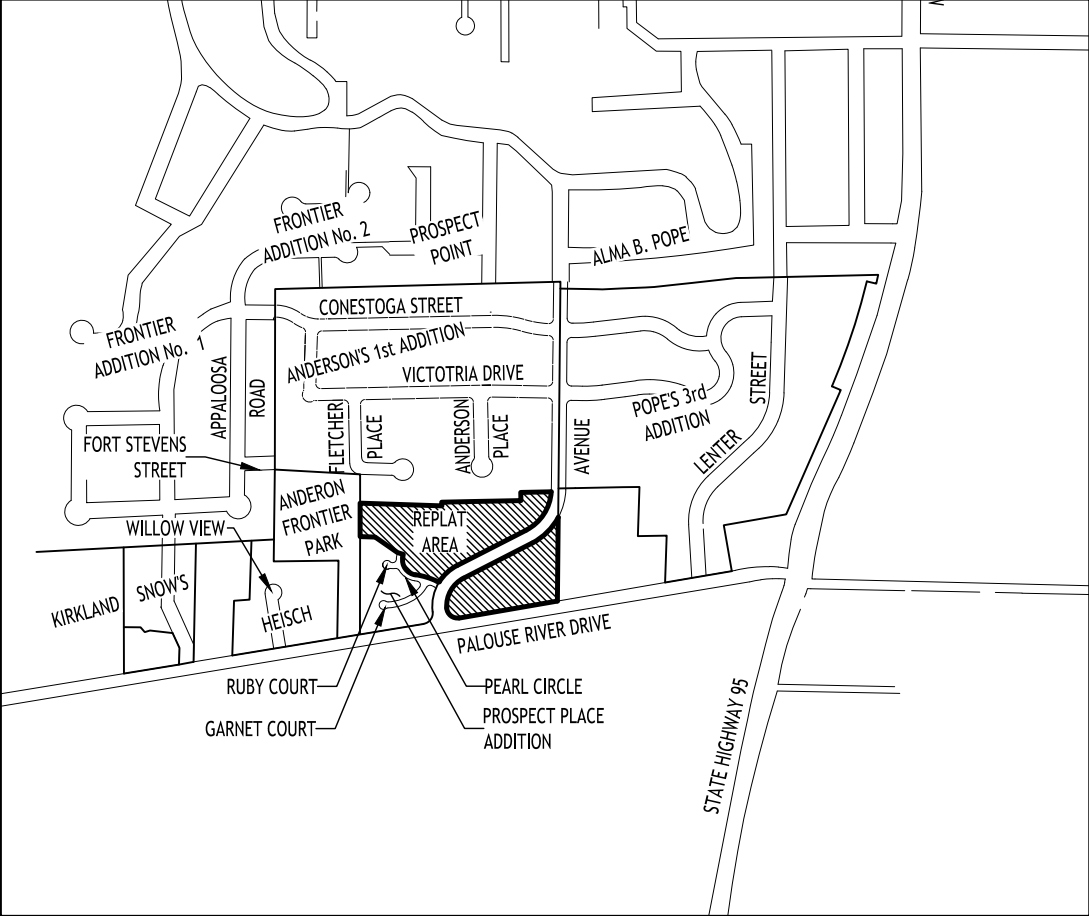
I hereby certify that taxes and assessments on property shown hereon have been paid for 2021 and preceding years as of this _____ day of _____, 2022.

Latah County Treasurer _____

Public Health - Idaho North Central Health District

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

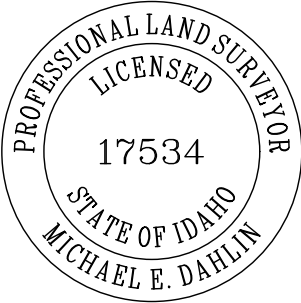
Public Health - Idaho North Central District, _____ Date _____
Senior Environmental Health Specialist



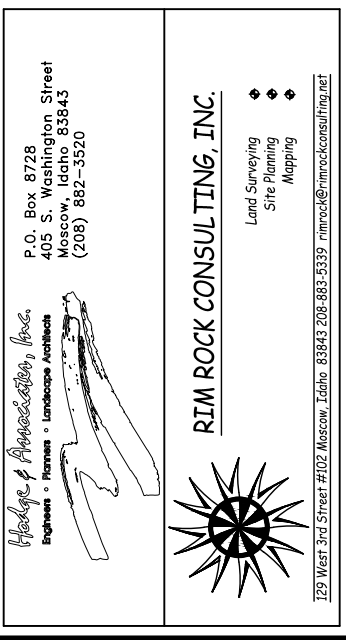
Vicinity Map

SURVEYOR'S CERTIFICATE

I, Michael E. Dahlin, P.L.S. #17534, State of Idaho, hereby certify that the above platted and described property represents a survey performed by me or under my supervision in accordance with the laws of the State of Idaho, and that the streets, lots, distances, and monuments have been measured and located as shown thereon.
The interior monuments will be set in accordance with Idaho Code 50-1303, on or before 12-01-2022, as referenced on the plat and approved by the City of Moscow.
Witness my hand and seal this _____ day of _____, 2022.



Michael E. Dahlin, PLS #17534 _____



PRELIMINARY
NOT FOR
RECORDING

Anderson 7th Addition
A Replat of Portions of Lot 25, Block 4; & Block 5
of Anderson 1st Addition to the City of Moscow
Latah County, Idaho

Drafted by:	SW
Checked by:	MED
File Name:	4393 Plat.dwg
Tab:	Sign
Plot Style	Primary.ctb
Project:	4393-02-21
Date:	2/2/22

2 of 2

NO. _____ AT THE REQUEST OF: _____

DATE & HOUR: _____

TONYA DODGE
LATAH COUNTY RECORDER

FEE \$ _____ BY _____

Neighborhood Meeting

TO: Neighbors and Interested Community Members

RE: Anderson 7th Addition Block 2 Lot 7 Proposed Access to Palouse River Dr

WHEN: Tuesday, June 21, 2022 @ 4:00 pm

WHERE: On site at the intersection of Sunnyside Ave/Palouse River Dr.

WHAT: You are invited to a neighborhood meeting regarding a proposed access from Palouse River Drive into Lot 7. One of the conditions of the Anderson 7th Addition plat was that there be no additional access to Palouse River Drive. This meeting is to address the request to remove that condition for Lot 7. 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. I will also respond to email questions and comments at scottbecker@moscow.com as well as phone calls at (208) 882-3520 through June 21, 2022. 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 City public hearing.



Sincerely,

Scott Becker, PE
Project Manager
Hodge and Associates, Inc.

ABIEL MOBILE HOME COMMUNITY 2468 BLAINE RD MOSCOWID83843	ALLISON, DONALD 1933 FLETCHER PL MOSCOWID83843	ARTHAUD, DAVID 415 VICTORIA DR MOSCOWID83843
BAILEY, BENJAMIN 1914 ANDERSON PL MOSCOWID83843	BERNARDS, MATTHEW 1939 ANDERSON PL MOSCOWID83843	BT-ALTIUS, LLC 103 S VAN BUREN ST MOSCOWID83843
BYRD, BRUCE PO BOX 189 FRASERCO80442	COOPER, BRITTANY 1971 ANDERSON PL MOSCOWID83843	CORTRIGHT, CATHRYN 427 VICTORIA DR MOSCOWID83843
CRANDALL, DANIEL 673 VICTORIA DR MOSCOWID83843	CREACO INVESTMENTS LLC PO BOX 52 HARRISONID83833	CREE, BETH 2075 SUNNYSIDE AVE UNIT #8 MOSCOWID83843
DALTON, JENNIFER 1956 SUNNYSIDE AVE MOSCOWID83843	DEACON, ROGER 12962 SR 194 PULLMANWA99163	DEAN, JENNIFER 1623 SUNNYSIDE AVE MOSCOWID83843
DROLLETTE, DAVID PO BOX 9731 MOSCOWID83843	EGAN, JEFFREY 1978 ANDERSON PL MOSCOWID83843	FICCA 615 W PALOUSE RIVER 3422 FOOTHILL RD MOSCOWID83843
FLICKNER, JOSHUA 424 VICTORIA DR MOSCOWID83843	FOISY, BRIAN 1916 SUNNYSIDE AVE MOSCOWID83843	FULLER, SANDRA 2075 SUNNYSIDE AVE UNIT #5 MOSCOWID83843
GLENN B OWEN JR FAMILY TRUST PO BOX 9780 MOSCOWID83843	GRITMAN MEDICAL CENTER 700 S MAIN ST MOSCOWID83843	HENSON, GERALD 2075 SUNNYSIDE AVE UNIT #10 MOSCOWID83843
HOBBS, MICHELE 421 VICTORIA DR MOSCOWID83843	HOOGSTEN, SAM 1927 FLETCHER PL MOSCOWID83843	HOPPER, AMANDA 521 VICTORIA DR MOSCOWID83843
HOWE, RICHARD 2075 SUNNYSIDE AVE UNIT #9 MOSCOWID83843	KEITHLEY, SCOTT PO BOX 3087 MCCALLID83638	KINYOUN-WESTON, JANE 2075 SUNNYSIDE AVE UNIT #3 MOSCOWID83843

L.L.F. INC 5308 LENVILLE RD MOSCOWID83843	LAZZARINI, CAROLYN 1907 ANDERSON PL MOSCOWID83843	MEI, JOHN 1890 RIVERWOOD RD TWIN FALLSID83301
NIGHTINGALE/FRIEDBERG REV TRST 639 VICTORIA DR MOSCOWID83843	OWEN, DEAN 1946 ANDERSON PL MOSCOWID83843	OWEN, KEVIN PO BOX 9587 MOSCOWID83843
PAYNE, JOHNNY 1924 FLETCHER PL MOSCOWID83843	PETERSEN, ANNA 1909 FLETCHER PL MOSCOWID83843	PRATT, DENNIS 2075 SUNNYSIDE AVE UNIT #11 MOSCOWID83843
ROTARY VETERANS MEMORIAL PO BOX 8023 MOSCOWID83843	SCHADE, ADAM PO BOX 1164 HOODSPORTWA98548	SNELL, TIMOTHY 2075 SUNNYSIDE AVE UNIT #2 MOSCOWID83843
STEIGER, CONNIE 1875 ANDERSON PL MOSCOWID83843	THE RV PARTS ACADEMY, LLC 1413 W SOLDOTNA DR KUNAID83634	TIMS, NATHAN 2082 WILLOW VIEW PL MOSCOWID83843
TOMASSI FAMILY TRUST 9731 JANICE CIRCLE VILLA PARKCA92861	WHITLING, JEDIDIAH 1017 N ALMON ST MOSCOWID83843	WICHMAN, HOLLY 2201 E SIXTH ST MOSCOWID83843
WILLIAMS, KATHLEEN 2075 SUNNYSIDE AVE UNIT #4 MOSCOWID83843	WILLOW HEMISPHERE LLC 2520 SE CLAY ST PORTLANDOR97214	YTREBERG, FREDERICK 1882 SUNNYSIDE AVE MOSCOWID83843

scottbecker@moscow.com

From: Jeff and Lisa Egan <jlegan82@gmail.com>
Sent: Tuesday, June 7, 2022 5:17 PM
To: scottbecker@moscow.com; Michael Ray
Subject: Anderson 7th Addition Block 2 Lot 7 Proposed Access to Palouse River Drive

Scott Becker and the City of Moscow,

The proposed access from Palouse River Drive into the Anderson Addition is a direct violation of one of the conditions of the Anderson 7th Addition plat - a condition that states that there will be no additional access to Palouse River Drive. The purchase of our neighboring property was partially based upon this pre-existing agreement.

As City of Moscow residents, we are **extremely** opposed to this proposed access and ask that you abide by the agreement previously in place.

Additionally, the map provided to neighborhood residents does not show public access to Anderson Park via Ben Gifford Court, as promised in previous meetings.

Jeff and Lisa Egan
1978 Anderson Place

Thank you

Meeting Attendance Sheet

Project Name: Anderson Addition Lot 7 Palouse River Drive access

Project Number: 4393

Meeting Type: Neighborhood Meeting

Meeting Location: On site at Sunnyside and Palouse River Drive

Meeting Time: June 21, 2022, 4:00 PM

Name	Contact Information
Mike Chorch	mike@kestrelrealtygroup.com 208 596 2194
Jed Whitling	jedwhitling@gmail.com
Dean Owen	deanowen@pullman.com
Kathy Henson	hensonkg@gmail.com
BRUCE BYRD	bzoeelbyrd@gmail.com
Jane Kinyoun-Weston	rjkweston@hotmail.com
Tim & Dawn Snell	timsnell0652@gmail.com

Anderson Sunnyside 6th Addition

Neighborhood Meeting Minutes

Tuesday, June 21, 2022; 4:00pm

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

Developer: Jim Swift

Meeting Location: on site at the intersection of Sunnyside and Palouse River Drive

Meeting Purpose

The presentation and discussion of a proposed access into Block 2 Lot 7 Sunnyside 7th

Meeting

The meeting was called to order at 4:00 pm and was open to the neighbors. Scott Becker opened the meeting by explaining the existing access to lot 7 and showing everyone the proposed access.

Discussion ensued. The only question people had was why the city would be opposed to the proposed access. Sight distance was discussed and how that access would have better sight distance each way than anywhere else in that corridor. Everyone who attended the meeting supported the proposed access and preferred it to the access off of Sunnyside Ave.

At 4:30 the meeting was ended

Respectfully,



Scott Becker, PE

Hodge & Associates, Inc







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

**WRITTEN DECISION OF THE PLANNING AND ZONING COMMISSION
REGARDING A REQUEST TO ELIMINATE A CONDITION OF APPROVAL OF THE
ANDERSON 7TH ADDITION SUBDIVISION PLAT IN THE CITY OF MOSCOW,
IDAHO.**

WHEREAS, the Planning & Zoning Commission conducted a public hearing on May 26, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition; and

WHEREAS, the subdivision includes 18 lots ranging from 9,644 sf to 23,672 sf in size, a stormwater detention pond on the northeast corner of Palouse River Drive and Sunnyside Avenue, and the connection of Sunnyside Avenue; and

WHEREAS, after considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with the following three conditions:

1. Lot 7, Block 2 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.

WHEREAS, on June 21, 2021, City Council conducted a public hearing and approved the Anderson 7th Addition Subdivision with the same three conditions recommended by the Planning and Zoning Commission; and

WHEREAS, on January 5, 2022 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. City Council ultimately approved the final plat on February 22, 2022.; and

WHEREAS, on June 22, 2022, the developer of the subdivision submitted a request to eliminate one of the three conditions of approval of the plat related to the access to Lot 7, Block 2 not being permitted from Palouse River Drive; and

WHEREAS, Lot 7, Block 2 is the triangular-shaped lot that has approximately 418 feet of frontage along Palouse River Drive. The developer has stated that a commercial use is planned for the property, which would cause a disruption if accessed from Sunnyside Avenue as currently

proposed. The developer has also indicated that the grading of the property will result in Lot 7, Block 2 being significantly lower than the lots adjacent to Sunnyside Avenue; and

WHEREAS, the portion of the subdivision where Lot 7, Block 2 is located is currently within the Multiple Family Residential (R-4) Zone, which allows a wide range of residential uses as well as limited commercial uses. Professional office uses are limited to 2,000 square feet in size; and

WHEREAS, when staff initially made the recommendation that all access come from Sunnyside Avenue, it was anticipated that the future use of the property would be residential. Staff was concerned with introducing a residential driveway approach onto Palouse River Drive which is designated as a minor arterial.; and

WHEREAS, improvements to Palouse River Drive will be constructed as part of the Anderson 7th Addition Subdivision and also the Edington Subdivision to the west. Upon completion of the improvements to Palouse River Drive, there will be curb, gutter, and sidewalks on both sides of the street and the roadway will contain two vehicular travel lanes and bike lanes. With the higher volumes of traffic that are expected on Palouse River Drive in the future along with the bike lanes, staff was concerned with the safety conflicts of a residential driveway approach where there may be instances when vehicles will choose to reverse back out on to the street; and

WHEREAS, a commercial use that would be developed on the property would need to develop a parking lot that would meet City parking lot standards, which would allow for the proper maneuvering of vehicles; and

WHEREAS, the City Engineering Department has reviewed the potential driveway location and sight distances and does not have a concern with the proposal; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 27, 2022; and

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

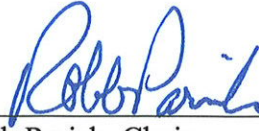
THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION OF THE RECORD ESTABLISHED BY THE ORIGINAL APPROVAL AND HAVING CONSIDERED THE ISSUES PRESENTED BY THE APPLICANT, HEREBY CONCLUDES:

DECISION

The Moscow Planning and Zoning Commission hereby recommends modifying the first condition of approval of the Anderson 7th Addition Subdivision to the following:

1. Vehicular access to Lot 7, Block 2 shall only be permitted from Palouse River Drive for a commercial use upon the property.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW
this 10th day of August, 2022.

A handwritten signature in blue ink, appearing to read "Robb Parish", is written over a horizontal line.

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
July 27, 2022

7:00 PM

Council Chambers
206 E Third Street

The meeting was called to order at 7:00 PM

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

REGULAR AGENDA

1. Approval of July 13, 2022 Minutes (ACTION ITEM)

Hamilton moved for approval of the minutes as amended, seconded by Davis. Vote by Acclamation; Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three (3) minutes.

None.

3. Public Hearing: Anderson 7th Addition Subdivision Request to Eliminate a Condition of Approval: LUP2022-0016 (ACTION ITEM)

Proposal to eliminate a condition of approval of the Anderson 7th Addition Subdivision that vehicular access to Block 2, Lot 7 shall be limited to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive.

Parish had recused himself from the previous meetings regarding this subdivision plat, and will continue to abstain from the discussion and vote for the request to eliminate a condition of approval.

Ray presented the amendment request for the subdivision plat as described above, and recommended the Commission conditionally approve of an approach from Palouse River Drive if the property is developed commercially, but require it to remain a flagpole lot from Sunnyside Avenue if it is used for residential. The flagpole driveway would remain on the plat unless they re-platted the subdivision or submitted for a lot line adjustment after the property was developed. The remaining portion of Sunnyside Avenue is currently being constructed, but has not been completed yet. There are several other commercial properties that have direct access to Palouse River Drive to the east of the subject property. A property that used to be residential and was converted to a chiropractic office recently. The majority of the south side of West Palouse River Drive is zoned Motor Business, but this portion of the Anderson subdivision is zoned Multi-Family Residential.

The Commissioners talked about the busyness of Palouse River Drive and the benefit of having cars approaching front ways as opposed to backing into oncoming traffic, as is typical with a residential driveway.

All the other properties on that stretch of Palouse River Drive have made accommodations to ensure they do not back onto the road, but approach it facing forward.

Public Hearing opened at 7:17 PM

Scott Becker (applicant), Moscow, pointed out that ITD also has a shop on the south side of Palouse River Drive, and results in significant truck traffic. There is a building height restriction for the lot which prevented the development of an apartment complex, and the property owners decided to build a small commercial office instead.

Public Hearing closed at 7:19 PM

Davis moved to recommend approval of the proposed amendment to the Subdivision Plat to City Council, with one condition as recommended by Staff. The motion was seconded by Seever. Vote by Acclamation; Ayes: Davis, Hamilton, Reese, Seever, Wilson (5). Nays: None. Abstentions: Parish (1). Motion carried.

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

4. Proposed Final Subdivision Plat for Edington 1st Addition: LUP2022-0015 (ACTION ITEM)

Proposed final subdivision plat for a 27-acre area to create 105 lots ranging from 2,328 to 63,105 square feet in size, referred to as Edington 1st Addition Subdivision.

Ray presented the proposed Final Subdivision Plat as described above, and recommended approval of the final plat to be forwarded to City Council. There were no changes made to the plat from the Preliminary stage. An alley in the furthest northeast corner does not appear on the plat, but the developers were not required to show it, as the construction drawings show the alley connecting to the road. Schweitzer Engineering Laboratories (SEL) has not given any indication that they want a road through their property, to connect with Highway 95 to the east. The Commission continued discussing other connections from Edington to the highway.

Seever moved to recommend approval of the proposed Final Subdivision Plat, seconded by Wilson. Vote by Acclamation; Ayes: Unanimous (6). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission meeting report.

Next regular meeting is scheduled for August 11th, 2022.

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

Next Planning & Zoning Commission regular meeting is scheduled for August 10, 2022.

Two Public Hearings scheduled for the next meeting, one of which is a Rezone and the other is a combination PUD and Preliminary Plat.

The meeting adjourned at 7:34 PM



Robb Parish, Chair

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

**WRITTEN DECISION OF THE PLANNING AND ZONING COMMISSION
REGARDING A REQUEST TO ELIMINATE A CONDITION OF APPROVAL OF THE
ANDERSON 7TH ADDITION SUBDIVISION PLAT IN THE CITY OF MOSCOW,
IDAHO.**

WHEREAS, the Planning & Zoning Commission conducted a public hearing on May 26, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition; and

WHEREAS, the subdivision includes 18 lots ranging from 9,644 sf to 23,672 sf in size, a stormwater detention pond on the northeast corner of Palouse River Drive and Sunnyside Avenue, and the connection of Sunnyside Avenue; and

WHEREAS, after considering public testimony and the relevant criteria and standards, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat with the following three conditions:

1. Lot 7, Block 2 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.

WHEREAS, on June 21, 2021, City Council conducted a public hearing and approved the Anderson 7th Addition Subdivision with the same three conditions recommended by the Planning and Zoning Commission; and

WHEREAS, on January 5, 2022 the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. City Council ultimately approved the final plat on February 22, 2022.; and

WHEREAS, on June 22, 2022, the developer of the subdivision submitted a request to eliminate one of the three conditions of approval of the plat related to the access to Lot 7, Block 2 not being permitted from Palouse River Drive; and

WHEREAS, Lot 7, Block 2 is the triangular-shaped lot that has approximately 418 feet of frontage along Palouse River Drive. The developer has stated that a commercial use is planned for the property, which would cause a disruption if accessed from Sunnyside Avenue as currently

proposed. The developer has also indicated that the grading of the property will result in Lot 7, Block 2 being significantly lower than the lots adjacent to Sunnyside Avenue; and

WHEREAS, the portion of the subdivision where Lot 7, Block 2 is located is currently within the Multiple Family Residential (R-4) Zone, which allows a wide range of residential uses as well as limited commercial uses. Professional office uses are limited to 2,000 square feet in size; and

WHEREAS, when staff initially made the recommendation that all access come from Sunnyside Avenue, it was anticipated that the future use of the property would be residential. Staff was concerned with introducing a residential driveway approach onto Palouse River Drive which is designated as a minor arterial.; and

WHEREAS, improvements to Palouse River Drive will be constructed as part of the Anderson 7th Addition Subdivision and also the Edington Subdivision to the west. Upon completion of the improvements to Palouse River Drive, there will be curb, gutter, and sidewalks on both sides of the street and the roadway will contain two vehicular travel lanes and bike lanes. With the higher volumes of traffic that are expected on Palouse River Drive in the future along with the bike lanes, staff was concerned with the safety conflicts of a residential driveway approach where there may be instances when vehicles will choose to reverse back out on to the street; and

WHEREAS, a commercial use that would be developed on the property would need to develop a parking lot that would meet City parking lot standards, which would allow for the proper maneuvering of vehicles; and

WHEREAS, the City Engineering Department has reviewed the potential driveway location and sight distances and does not have a concern with the proposal; and

WHEREAS, this matter came before the Moscow Planning and Zoning Commission during a duly noticed public hearing on July 27, 2022; and

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

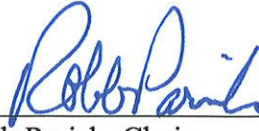
THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW, IDAHO, AFTER DUE DELIBERATION AND CONSIDERATION OF THE RECORD ESTABLISHED BY THE ORIGINAL APPROVAL AND HAVING CONSIDERED THE ISSUES PRESENTED BY THE APPLICANT, HEREBY CONCLUDES:

DECISION

The Moscow Planning and Zoning Commission hereby recommends modifying the first condition of approval of the Anderson 7th Addition Subdivision to the following:

1. Vehicular access to Lot 7, Block 2 shall only be permitted from Palouse River Drive for a commercial use upon the property.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOSCOW
this 10th day of August, 2022.

A handwritten signature in blue ink, appearing to read "Robb Parish", is written over a horizontal line.

Robb Parish, Chair
Planning and Zoning Commission

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS REGARDING A REQUEST FOR A PRELIMINARY SUBDIVISION PLAT OF A 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, this matter came before the Moscow City Council during a duly noticed public hearing on June 21, 2021; and

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

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

I. RELEVANT FACTS AND CONCLUSIONS

1. The City Council considered the request pursuant to the City of Moscow 2019 Comprehensive Plan, City of Moscow Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The subject property is a 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 ($18 \text{ du} \times 2.25 \text{ occupants/du} \times 114 \text{ gallons/occupant} \times 365 \text{ days/year} = 1.12 \text{ M gallons/year}$).
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 Council is requiring frontage improvements to 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 CITY COUNCIL OF THE CITY OF MOSCOW HEREBY FINDS THE FOLLOWING RELEVANT CRITERIA AND STANDARDS:

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed subdivision is in conformance with all applicable City Code requirements.** The proposed preliminary plat is consistent with and in conformance with the requirements and provisions of the Medium Density Residential (R-3) 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 City Council of the City of Moscow approves 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 CITY COUNCIL OF THE CITY OF MOSCOW this 21st day of June, 2021.



Bill Lambert, Mayor

CITY COUNCIL STAFF REPORT

DATE: Tuesday, September 6, 2022



AGENDA ITEM TITLE

Palouse Basin Water Alternative Study - Tyler Palmer

RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

In April of 2020, the Palouse Basin Aquifer Committee (PBAC) contracted with Alta Science and Engineering to continue work on identifying feasible water supply projects for the Palouse Basin. The work has been completed and PBAC is presenting Council the final report document along with recommendations.

STAFF RECOMMENDATION

Accept the report and take action as deemed appropriate.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the report and take action as deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. FINAL REPORT_Alta with PBAC Recommendation_08-18-2022 (no appendices)

PALOUSE BASIN AQUIFER committee

August 18, 2022

RE: Adoption of the Final Report of the “Palouse Groundwater Basin Water Supply Alternatives Report”

Since its formation, the Palouse Basin Aquifer Committee (PBAC) has identified and studied a number of potential water supply alternatives. In 2020, PBAC commissioned Alta Science & Engineering, Inc. to further refine four water supply alternatives and generate recommendations for the best way to move forward toward project implementation. Alta presented their draft findings at the PBAC Workshop on July 28, 2022.

At the workshop, PBAC voted to recommend focusing efforts on the “Modified Alternative 4” project. This project has three main elements:

- 1) **Paradise Creek Moscow Direct Use** – This project element consists of a new Paradise Creek diversion near Moscow. Surface water would be pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water would then be conveyed through the existing distribution system to Moscow/UI for direct use.
- 2) **South Fork Palouse River Pullman Direct Use** – This project element consists of a new South Fork of the Palouse River diversion near Pullman. Surface water would be pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water would then be conveyed through the existing distribution system to Pullman/WSU for direct use.
- 3) **Additional Conservation** – This project element entails increasing conservation resulting in an additional 15% savings from the baseline projection.

The other alternatives are still viable options and will be kept in the background as further refinement occurs with “Modified Alternative 4”. The Committee recognizes the complexities of the goal at hand – to find a long-term, quality water supply for the Palouse Basin region. Any alternative requires next step investigation findings, community leadership support, and robust public involvement. Next steps may present obstacles as well as opportunities not known at this time (e.g., a cost-effective pumped storage concept by a local utility). By keeping the other alternatives and their varying project elements in mind, the Committee ensures flexibility during next steps while not losing forward momentum.

PBAC will adopt the attached final report at their August 18, 2022, meeting. After which, each member of PBAC will update and obtain feedback with their respective leadership groups. This will kick off a broader outreach process to the public over the next few months and into next year.

FINAL REPORT

Prepared For:
Palouse Basin Aquifer Committee
**Palouse Groundwater Basin Water
Supply Alternatives Report**

Jacobs



August 4, 2022

Alta Science and Engineering, Inc.
220 East 5th Street, Suite 325
Moscow, Idaho 83843
208-882-7858 (office)
alta-se.com

Contents

Section 1	Introduction.....	1
Section 2	Background – Previous Water Supply Investigation.....	2
2.1	Supplemental Supply Target.....	2
2.2	Water Supply Alternatives.....	3
Section 3	Outreach.....	5
3.1	Outreach Plan.....	5
3.2	Outreach Campaign.....	5
3.3	PBAC Awareness Poll.....	5
3.4	Social Media.....	6
3.5	Palouse Basin Revisioning Tool.....	7
3.6	Stakeholder Engagement Group.....	7
3.7	Entity Engagement.....	7
3.8	Other Outreach Conducted.....	8
3.9	Community Feedback.....	9
Section 4	Water Rights Data Gap Filling.....	9
Section 5	Fisheries Agencies Discussions.....	10
Section 6	Water Supply Alternatives Interim Steps.....	10
6.1	Alternatives and Phases Descriptions.....	10
6.1.1	Alternative 1 – Snake River: Pullman/Moscow.....	11
6.1.2	Alternative 2 – South Fork Palouse River/Paradise Creek: Moscow; North Fork Palouse River: Pullman/Moscow.....	12
6.1.3	Alternative 3 – South Fork Palouse River: Pullman; Flannigan Creek Storage Reservoir: Moscow.....	14
6.1.4	Alternative 4 – Paradise Creek: Moscow; South Fork Palouse River: Pullman; Wastewater Reuse: Pullman and Moscow; Additional Conservation.....	15
6.1.5	Modified Alternative 4 – Paradise Creek: Moscow; South Fork Palouse River: Pullman; Additional Conservation.....	16
6.2	Alternatives and Phases Costs.....	17
6.2.1	Capital Costs.....	17
6.2.2	Operating and Maintenance Costs.....	18
6.2.3	Interim Steps Cost Comparison.....	18
6.3	Phased Project Implementation Activities and Durations.....	25
Section 7	Water Supply Alternatives Matrix and Ranking.....	27
7.1	Matrix.....	27
7.2	Project Priority Scores and Ranking.....	28
7.3	Matrix Sensitivity.....	28
7.4	Uncertainty.....	28
Section 8	Funding Strategy.....	34
Section 9	Conclusions.....	34
Section 10	Recommendations.....	35

Section 11 Near-Term Next Steps	36
Section 12 References	37

Tables

Table 1. Summary of Projected Palouse Groundwater Basin Demands (Anchor QEA et al. 2017).	3
Table 2. 2017 Report Water Supply Alternatives.	4
Table 3. Interim Steps Supply and Costs	19
Table 4. Water Supply Alternatives Project Durations Summary	26
Table 5. Decision Matrix Screening Criteria and Weights	27
Table 6. Decision Matrix for Alternatives 1, 2, 3, and 4	29
Table 7. Decision Matrix for Alternatives 1, 2, 3, and Modified 4	32

Figures

Figure 1. Working Boundary of the Palouse Basin Aquifer System (Columbia River Basalt Group (gray), pre-Columbia River Basalt Group basement rocks (pink) (Bush et al. 2022).	1
Figure 2. Alternative 1 Phasing	11
Figure 3. Alternative 2 Phasing	12
Figure 4. Alternative 3 Phasing	14
Figure 5. Alternative 4 Phasing	15
Figure 6. Modified Alternative 4 Phasing	16
Figure 7. Capital Cost for the Water Supply Alternatives.	22
Figure 8. Graphs of Capital Cost Versus Anticipated Supply Amounts for Each Water Supply Alternative	23
Figure 9. Annual O&M Costs for the Water Supply Alternatives	24
Figure 10. 2021 Total Present Value \$/AF of Annual Supply for Each Water Supply Alternative and Interim Step.	25

Appendices

Appendix A Outreach Plan for the Water Supply Alternatives	A
Appendix B Outreach Campaign Booklet: Conserve Stabilize Thrive	B
Appendix C PBAC Awareness Poll Findings	C
Appendix D Social Media Analytics	D
Appendix E Summary of PBAC-Ecology Discussion June 7, 2021	E
Appendix F Water Rights Investigations for Idaho and Washington	F
Appendix G Fisheries Agencies Discussions	G

Appendix H	Interim Steps Memoranda	H
Appendix I	Summary of PBAC February 2022 Decision Matrix Workshop	I
Appendix J	Criteria for Comparing Projects	J
Appendix K	Financing Investigation	K

Acronyms and Abbreviations

Alta	Alta Science & Engineering, Inc.
AR	aquifer recharge
ASR	aquifer storage and recovery
IDFG	Idaho Department of Fish & Game
IDWR	Idaho Department of Water Resources
IWRB	Idaho Water Resource Board
Ecology	Washington Department of Ecology
ENR CCI	Engineering News-Record Construction Cost Index
NEPA	National Environmental Policy Act
NMFS	National Marine Fisheries Service
O&M	operations and maintenance
PBAC	Palouse Basin Aquifer Committee
SEG	Stakeholder Engagement Group
SEPA	State (Washington) Environmental Policy Act
UI	University of Idaho
USFWS	U.S. Fish & Wildlife Service
WDFW	Washington Department of Fish and Wildlife
WSU	Washington State University
WTP	water treatment plant
WWTP	wastewater treatment plant

Units

AF	acre feet
\$/AF	cost per acre foot
MGY	millions of gallons of water per year
MG	millions of gallons

Executive Summary

The Palouse Groundwater Basin is the sole source of drinking water for the communities of Moscow, Idaho; Pullman, Washington; and Palouse, Washington; as well as the University of Idaho (UI) and Washington State University (WSU). Water is obtained from the deeper of two aquifers (lower aquifer), which has a current rate of water-level decline of 0.77 feet per year. Although the rate of decline has decreased over the last 30 years, the aquifer level continues to drop as the demand exceeds supply.

In response to declining water levels in 2017, PBAC determined the target water supply for the Palouse Basin for the next 50 years and identified four preliminary water supply alternatives to help meet the future demand and stabilize groundwater levels. These four alternatives include:

1. **Snake River Diversion:** surface water diverted and conveyed to a treatment plant. Treated water would be conveyed to Pullman and Moscow for direct use. Alternative 1 is estimated to provide 85% of the water supply target.
2. **Paradise Creek or South Fork Palouse River:** surface water diverted and conveyed to a treatment plant. Treated water would be used to recharge the aquifer in Moscow. **North Fork Palouse River:** surface water diverted and conveyed to a treatment plant. Treated water would be conveyed to Pullman and Moscow for direct use. Alternative 2 is estimated to provide 82% of the water supply target.
3. **South Fork Palouse River:** surface water diverted and conveyed to a treatment plant. Treated water would be conveyed to Pullman for direct use. **Flannigan Creek:** constructing a reservoir and diverting the stored water to Moscow for direct use after treatment. Alternative 3 is estimated to provide 100% of the water supply target.
4. **South Fork Palouse River:** surface water diverted and conveyed to a treatment plant. Treated water would be used to recharge the aquifer in Pullman. **Paradise Creek:** surface water diverted and conveyed to a treatment plant. Treated water would be used to recharge the aquifer in Moscow. **Pullman Wastewater Reuse:** Class A reclaimed water used for irrigation in Pullman. **Moscow Wastewater Reuse:** Class A reclaimed water used for passive aquifer recharge in Moscow. **Additional water conservation:** a 15% increase in conservation. Alternative 4 is estimated to provide 81% of the water supply target.

In 2020, PBAC commissioned this current work to refine the four water supply alternatives and distill them into one or two alternatives that can help meet future demand, stabilize aquifer levels, and have the greatest opportunity of successfully being implemented. The process of refinement included conducting public outreach, filling water rights data gaps, identifying fatal flaws with water rights and fisheries, developing interim steps and evaluating the alternatives, and investigating a funding strategy.

Outreach

Outreach was a significant component of the alternatives refinement process which included an outreach plan, campaign, awareness polling, posting on social media, funding a Palouse Basin revisioning tool thesis project, formulating and engaging with a Stakeholder Engagement Group, engaging with the state agencies, and presenting to special-interest groups.

The outreach activities are raising awareness in the community and within the agencies. It is organically growing given the late stage of this project as more people become aware with increasing interest. State and tribal agency engagement with this project is helping identify processes and concerns, and keeps them apprised of the project.

Water Rights Investigation

Acquiring sufficient water rights is a key component to the water supply alternative implementation. The legal availability of water appears to be present with the alternatives based on the preliminary water rights investigations (Snake River was not included in the investigation). The alternatives require new water rights because there are insufficient existing water rights available to purchase to fulfill the supply target.

Water Rights and Fisheries Fatal Flaws Evaluation

The alternatives refinement investigation did not reveal any fatal flaws during the water rights investigation. However, Nez Perce tribal water rights claims in the Palouse Basin in Idaho, if approved, could potentially impact water availability for the projects with water from Idaho.

The alternatives refinement investigation did not reveal any fatal flaws in discussions with the various state and fisheries agencies. State fisheries agencies expressed concerns with the smaller water bodies having sufficient availability to meet both flows for aquatic needs and needs of the water supply alternative. The agencies need to review this report and provide comments to PBAC soliciting discussions for next steps.

Interim Steps

The four alternatives were divided into interim steps to provide a mechanism for implementing larger projects in phases over time, offering flexibility to adapt with the water supply needs and funding. During this process a new Modified Alternative 4 is introduced to replace Alternative 4. Modified 4 is more cost effective and incorporates feedback from the public.

- **Modified Alternative 4 - South Fork Palouse River:** surface water diverted and conveyed to a treatment plant. Treated water would be conveyed to Pullman for direct use. **Paradise Creek:** surface water diverted and conveyed to a treatment plant. Treated water would be conveyed to Moscow for direct use. **Additional water conservation:** a 15% increase in conservation. Modified Alternative 4 is estimated to provide 80% of the water supply target.

There is no clear front-runner water supply alternative. A decision matrix is therefore used to compare the alternatives and rank them. The ranking order from highest to lowest is Modified 4, 3, 2, and 1.

Alternative 1 has the highest capital cost, operations and maintenance (O&M) cost, and total present value cost per acre foot of annual supply. It ranks the lowest in the decision matrix. This alternative had preliminary favor with the state fisheries agencies due to the volume of water in the river compared to the proposed withdrawal amounts.

Modified Alternative 4 had the lowest capital cost, O&M cost, and total present value cost per acre foot of annual supply. It ranks highest in the decision matrix. This option has the lowest reliability of water availability. Until instream flows are determined, it is unknown whether there is sufficient physical availability of water as determined by the state fisheries agencies.

Funding Strategies

There are opportunities for funding the alternatives. Upon selection of an alternative and governance structure, a funding strategy can and must be developed. The strategy is likely to include a blend of funds and revenue that will need to consider the communities' ability-to-pay, revenue sources, and external funding sources.

Recommendations

Alta recommends moving forward with Modified Alternative 4 (highest rank) followed by either Alternative 3 (second highest rank) or Alternative 1. The purpose of bringing two alternatives along is to continue with forward progress in the event a fatal flaw is found, or a significant change is needed with Modified Alternative 4 (ex. insufficient water supply). The recommendation is to focus attention and resources on the selected one to two alternatives for further technical and non-technical refinement. The other alternatives are still viable and may be considered, should findings from the refinement process indicate the need.

Alta recommends a water utility rate study to evaluate community affordability. The outcome may help determine the preferred alternative.

Near-Term Next Steps

The near-term next steps include dissemination of this report, developing consensus amongst PBAC members on an alternative(s) to focus attention and resources, developing a plan to further refine this alternative(s), and having discussions with community leaders, state and tribal agencies, and the public. Outcomes of the discussions reaching critical decision points which form the foundation of the project include selection of the alternative(s) to move forward, governance, funding strategy, agreements, and planning documents.

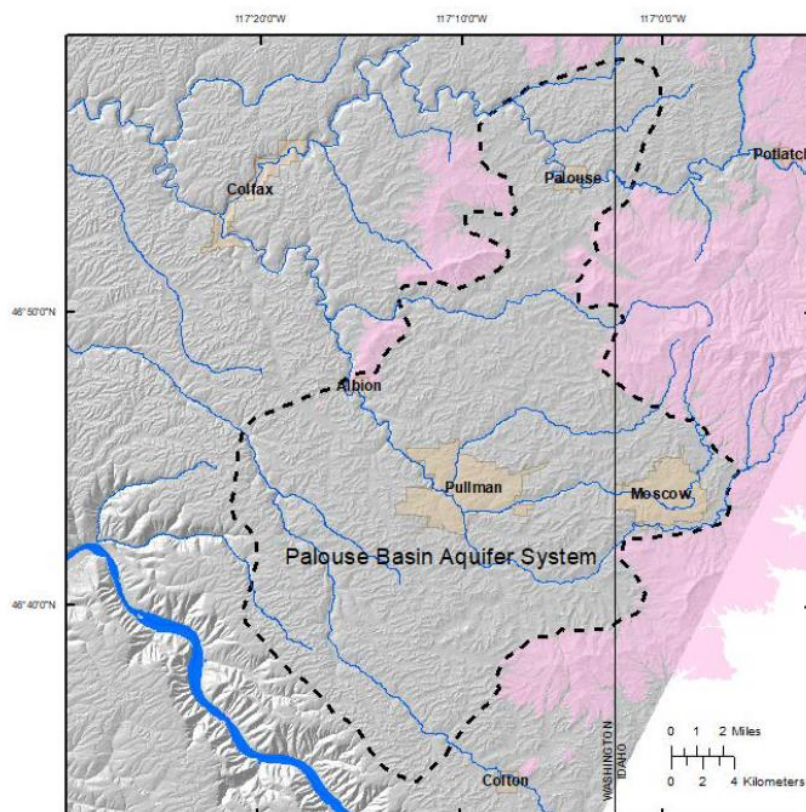
Section 1 Introduction

The Palouse Groundwater Basin is the sole source of drinking water for the communities of Moscow, Idaho; Pullman, Washington; and Palouse, Washington; as well as the University of Idaho (UI) and Washington State University (WSU). The Basin covers a small portion of western Idaho with the bulk of the Basin in eastern Washington (Figure 1). In addition, hundreds of residences obtain water from the basin in rural Latah and Whitman counties. The cities and universities obtain water from the deeper of two aquifers (i.e., Grande Ronde Aquifer, lower aquifer).

Water levels in the lower aquifer have declined over time. Although the rate of decline has decreased over the last 30 years to the current rate of decline (0.77 feet per year), the current aquifer withdrawals are not sustainable. Therefore, the communities need a supplementary water supply to stabilize aquifer levels and allow for future growth.

The Palouse Basin Aquifer Committee (PBAC) hired Alta Science and Engineering, Inc. (Alta) and their team from Jacobs, McCormick Water Strategy, and SPF Water Engineering to refine the top four water supply alternatives developed in 2017 by conducting outreach activities, filling water rights data gaps, developing project phases, and investigating potential financing. The purpose of this report is to present the findings and to identify the most viable options for a sustainable water supply for the Basin.

Figure 1. Working Boundary of the Palouse Basin Aquifer System (Columbia River Basalt Group (gray), pre-Columbia River Basalt Group basement rocks (pink) (Bush et al. 2022).



The remainder of the report is structured as follows:

Section 2 – Background summarizes the water supply alternatives from 2017 (Anchor QEA et al.).

Section 3 – Outreach describes the outreach plan and outreach conducted.

Section 4 – Water Rights Data Gap Filling summarizes the water rights investigation for Idaho and Washington related to the water supply alternatives.

Section 5 – Fisheries Agencies Discussions summarizes conversations with the national and state fisheries agencies.

Section 6 – Water Supply Alternatives Interim Steps describes potential interim steps for each alternative and the updated costs.

Section 7 – Water Supply Alternatives Matrix and Ranking presents the decision matrix and subsequent ranking of each alternative.

Section 8 – Funding Strategy Development summarizes potential funding sources and planning information.

Section 9 – Conclusions provides conclusions on the water supply alternatives.

Section 10 – Recommendations provides recommendations on the water supply alternatives.

Section 11 – Next Steps presents the next steps of the process to advance a water supply alternative.

Section 2 Background – Previous Water Supply Investigation

From 1958 to 2013, various agencies (ex. Moscow, Pullman, US Army Corps of Engineers) investigated and developed approximately 38 water supply alternative options for the Palouse Basin. From 2015 to 2017, PBAC developed the regional supplemental water supply target, reviewed and evaluated the existing water supply alternative project options, developed updated alternative project costs, and developed the top alternatives to move forward in the next project phase (Anchor QEA 2017). The 2017 report contains the following two main outcomes:

- The Palouse basin needs an estimated supplemental supply target of 2,324 millions of gallons per year (MGY) to stabilize the aquifer levels and meet future water use demand
- There are four potentially viable water supply alternatives that could stabilize aquifer levels and meet the future water-use demand

This work is summarized below and detailed in the 2017 report.

2.1 Supplemental Supply Target

The 2017 report indicates the Palouse Basin needs an additional 2,324 million gallons per year to meet future demand and stabilize the aquifer level. This volume of water is referred to as the supplemental supply target. The regional supplemental supply target incorporates a future need component and an aquifer stabilization component broken out as:

- Future need (1,588 MGY): Estimated water demands incorporating historical and average 2013-2015 water use and a projected need in 50 years with a population growth of 1% with the current level of conservation.

- Aquifer stabilization (735 MGY): Estimated to be the average 2013 – 2015 basin irrigation amounts. Although the stabilization value is not known, the rate of water level decline has been decreasing over the last 30 years. The aquifer stabilization volume offset is expected to reduce the rate of decline and may stabilize aquifer water levels.

The communities are expected to continue pumping groundwater. Table 1 is a summary of the projected supplemental supply target and Palouse Groundwater Basin demands.

Table 1. Summary of Projected Palouse Groundwater Basin Demands (Anchor QEA et al. 2017).

Year/Type of Demand	Moscow (MGY)	Pullman (MGY)	WSU (MGY)	UI (MGY)	Palouse (MGY)	Total (MGY)	Total (AF)
Baseline Demands (2013-2015 average)							
Irrigation	241	278	153	46	17	735	2,256
Non-Irrigation ¹	623	637	322	106	40	1,728	5,304
Total	864	915	475	152	57	2,464	7,561
Baseline Projection (Existing Baseline with Currently Projected Conservation + 1% Annual Growth)							
2065 ²	1,422	1,505	781	250	94	4,052	12,434
50-year Projected Increase ³	557	590	306	98	37	1,588	4,874
Aquifer Stabilization ⁴	241	278	153	46	17	735	2,256
Supplemental Supply Target ⁵	798	868	459	143	54	2,324	7,130

¹Average use November – February

²50-year projection total need

³Projected increase is the difference between the 2065 projected demand and the baseline demand.

⁴Aquifer stabilization is equal to the estimated baseline irrigation demand.

⁵Supplemental supply target is equal to the projected increase plus the aquifer stabilization amount.

2.2 Water Supply Alternatives

PBAC's consultant reviewed 38 water supply alternatives projects. They formulated and analyzed the alternatives using a matrix. Four alternatives rose to the top as the most viable projects. The 2017 report describes the evaluation criteria and methods including lifecycle cost analysis assumptions, modeling uncertainty and risk, cost and schedule uncertainty, and yield uncertainty. Table 2 lists the top four alternatives and percent of the water supply target.

Table 2. 2017 Report Water Supply Alternatives.

Alternative Number	Alternative Description	% of Projected Basin 50-Year Demand
1	Snake River Diversion: surface water pumped and conveyed to treatment plant near Pullman. Treated water conveyed to Pullman and Moscow for direct use.	85
2	Paradise Creek or South Fork Palouse River: surface water pumped and conveyed to treatment plant in Moscow. Treated water injected into aquifer recharge wells in Moscow. North Fork Palouse River: surface water pumped and conveyed to treatment plant north of Pullman. Treated water conveyed to Pullman and Moscow for direct use.	82
3	South Fork Palouse River: surface water pumped and conveyed to treatment plant near Pullman. Treated water conveyed to Pullman for direct use. Flannigan Creek: dam, reservoir stored water pumped and conveyed to treatment plant near Moscow. Treated water conveyed to Moscow for direct use.	100
4	South Fork Palouse River: surface water pumped and conveyed to treatment plant near Pullman. Treated water conveyed to Pullman for active injection in aquifer storage and recovery (ASR). Paradise Creek: surface water pumped and conveyed to treatment plant in Moscow. Treated water injected into aquifer recharge wells in Moscow. Pullman wastewater reuse: Class A reclaimed water pumped to new water reuse system for irrigation at reuse sites in Pullman. Moscow wastewater for infiltration: Class A reclaimed water discharged to shallow infiltration area to enhance recharge of the upper aquifer. Conservation: a 15% increase in conservation.	81

PBAC's consultant also conducted follow-on work and filled data gaps. This work is documented in the following memoranda:

- Draft Water Rights Evaluation – February 2018 (Anchor QEA 2018a)
- Ecology and IDWR meeting summary – April 2018 (Anchor QEA 2018b)
- North Fork Palouse River Surface Water Treatability – February 2018, October 2019 (Anchor QEA and HDR 2018; HDR 2019a)
- Clearwater Alternative – November 2019 (HDR 2019b)
- Fisheries Agencies correspondence documentation –October 2019, February 2020 (Anchor QEA 2019a, b)
- Endangered Species Act permitting and strategy development – February 2020 (Anchor QEA 2020)

Section 3 Outreach

PBAC recognizes the importance of community engagement with the water supply alternatives. The purpose of conducting outreach is to educate the public about their drinking water source and the need for a water supply alternative, provide details about the alternatives, and gather and incorporate input and feedback. This section describes the outreach planning and documents the outreach activities performed from 2021 to 2022. The outreach is raising awareness in the community and within the agencies. It is organically growing given the late stage of this project, as more people become aware, and with increasing interest.

3.1 Outreach Plan

To enhance outreach success, Alta prepared an outreach plan specifically for the water supply alternatives. Appendix A contains the Outreach Plan. Objectives include identifying key stakeholders, leadership roles and responsibilities, and communication methods; developing a foundation of content for outreach presentations, general schedule, and feedback loop; and establishing metrics to ensure progress will be made.

Outreach is an important component of the water supply alternatives refinement and is in alignment with PBAC's overarching organizational goals listed below from PBAC's Communication Action Plan (DH 2017):

1. Build community awareness and understanding of the Palouse Basin's groundwater supply.
2. Engage the community and build public support of and involvement in PBAC's mission to ensure a quality, long-term water supply.
3. Strengthen PBAC's reputation and credibility as the Palouse Basin Groundwater Authority.

The goals of outreach activities during the water supply alternatives refinement process are to inform, educate, solicit, incorporate feedback, and gain informed consent for a selected alternative(s).

3.2 Outreach Campaign

PBAC developed an outreach campaign booklet that was used for developing outreach materials and as a blueprint for PBAC's social media campaign. Outreach planning efforts resulted in development of the tag line, "Conserve, Stabilize, Thrive." The booklet also describes the social media campaign and provides a "how-to". Appendix B contains the "Conserve, Stabilize, Thrive" campaign booklet.

3.3 PBAC Awareness Poll

PBAC developed a Palouse Basin Awareness Poll in fall 2021 using a Google polling platform. The purpose of the poll was to:

- Gain understanding of public knowledge of the aquifers and water conservation
- Better understand how residents access information on water matters
- Better shape messaging and effectively use social media

- Increase community engagement through PBAC's "Conserve, Stabilize, Thrive" campaign

The poll was open from September 8 – October 8, 2021. Poll advertising occurred on PBAC's website and social media, the cities' websites, during outreach presentations, and in a press release in the Moscow-Pullman Daily News.

A total of 306 people took the poll and answered 18 questions. Poll outcomes included:

- 82% of participants live in Moscow or Pullman.
- Participant age ranges varied widely with the under 18 years old making up the smallest age group with the remaining age groups distributed somewhat evenly. Nearly 60% of participants were female. 58% of participants were employed full time, and nearly 90% have some college or a graduate degree.
- Over 125 participants through social media; the other sources were each mentioned by fewer than 50 participants.
- 72% of participants knew about PBAC and 80% know their water is sourced from groundwater, and about 82% know water levels in the lower aquifer are declining.
- 84% of participants believe they either use an average or below average amount of water in comparison to others.
- 95% of participants expressed water conservation is important to them. 66% of the participants said they were either aware of the cities' water conservation programs or expressed interest in learning about them.
- 52% of respondents said they want to be more involved in water matters.
- Comments ranged from wanting to know how much water is left, to concerns about water use, to new developments, to appreciation for the work PBAC is doing.

Appendix C contains the PBAC Awareness Poll Findings summary document.

3.4 Social Media

PBAC created Facebook, Instagram, and Twitter accounts in March of 2021. Within the last year of having the social media accounts, they went from zero followers on Twitter to 27 followers, zero followers on Instagram to 128, and 90 followers on Facebook to 200. Appendix D contains the social media analytics through February 28, 2022.

From March 2021 to July 2021, PBAC posted three times a week on Instagram, Twitter, and Facebook to gain traction quickly. From August to October, they switched to posting once weekly on each platform to create consistency for their audience. In November and December 2021 PBAC had just finished the Google poll (described in 3.3), so they posted less frequently to ensure they and the stakeholders had time to review the poll results and decide how to share them.

The accounts growth plateaued after the poll but started to show steady increase with consistent weekly posts. PBAC continues posting on each platform a few times per month.

One of the key takeaways of the PBAC awareness poll (Section 3.3) is that people are interested in conservation, so that is what they structured the content around in January and February 2022 where they went back to the once weekly for each platform with conservation content.

Results from the PBAC awareness poll suggest the majority of residents get PBAC information through social media. Social media tools appear to be an effective method for spreading awareness, although this was bias to the feedback from only the polling population.

3.5 Palouse Basin Revisioning Tool

PBAC funded Lauren Kirkpatrick's master's thesis project at Washington State University to gain insight in better visual tools for outreach. Her thesis title is *Improving Public Perceptions of Water Resource Policies Through the Use of Online Simulations and Visual Design* (Kirkpatrick 2022). Lauren updated a previous web-based model called the Palouse Basin Revisioning Tool. The Revisioning Tool provided information on hydrogeology, the Palouse Basin aquifers, the water supply alternatives, and conservation. Lauren provided two web-based interfaces for users and then solicited feedback on the interfaces. She also asked viewers which of the four alternatives they preferred. The preferred alternative was Alternative 4 (Modified Alternative 4 was not available at the time of the study). The full results of the study are provided in her thesis.

3.6 Stakeholder Engagement Group

PBAC established a charter for a Stakeholder Engagement Group (SEG) in 2020 and launched the SEG in early 2021. The SEG's purpose is to provide input to PBAC through dialogue among a broad range of interested parties focusing mainly on the four water supply alternatives and associated engineering and environmental evaluations and analyses, research activities, and public involvement efforts. Input from the SEG plays a critical role in public engagement and helps guide outreach activities.

Currently SEG has approximately 15 members representing a variety of backgrounds and interests, although more people are invited to participate if they are interested. The group met in February 2021, April 2021, and February 2022. PBAC and Alta presented progress updates to the group, generating dialogue. The SEG recommended developing a tag line, which resulted in the "Conserve, Stabilize, Thrive" campaign described in Section 3.2. PBAC will continue to engage with the SEG throughout the water supply alternatives progress.

3.7 Entity Engagement

Alta regularly provided project updates at the PBAC meetings where representatives from the Washington Department of Ecology (Ecology) and the Idaho Department of Water Resources (IDWR) attended. In addition, they met with other agencies throughout the project.

Washington Department of Ecology

PBAC and Alta's team met with staff from Ecology on June 7, 2021 to provide an update on the project and to solicit feedback. Appendix E provides a summary of this discussion. Ecology made it clear that the Agency follows the recommendations on physical availability of water from the Washington Department of Fish and Wildlife (WDFW). Ecology recommended the team meet with state and national fisheries agencies to gather insight and identify potential concerns regarding the water supply alternatives. Section 5 describes the meetings held with PBAC, Alta's team, the National Marine Fisheries Service (NMFS), US Fish and Wildlife (USFW), WDFW, and Idaho Department of Fish and Game (IDFG).

PBAC and Alta again met with Ecology staff (Brook Beeler, Patrick Cabbage, Chris Beard, Stephanie May, and Jamie Short) on April 7, 2022 to provide an update on the fisheries meetings and alternatives refinement. Ecology stated ASR is easier to permit than direct use

and reiterated the water supply alternative must meet the legal and physical availability of water as defined by the state.

Idaho Water Resource Board

PBAC provided project updates to Neely Miller at the Idaho Water Resource Board (IWRB) approximately every other month. The purpose was to update the Board on the progress of the water supply alternatives project, milestones, outreach, polling results, and PBAC governance. Feedback was positive with the progress made and the project remains on their list for upcoming water supply projects needing funding.

Congressional Delegates

PBAC had discussions with state and federal congressional delegates. They met with Washington and Idaho federal delegations as well as state legislators from WA District 9 and Idaho District 5/6 over the duration of the project. These were general conversations about the size and scope of the water supply alternative projects and that federal and state funding would need to be part of any water supply project.

Nez Perce Tribe

The Nez Perce Tribe's aboriginal territory extends into the Palouse Basin. PBAC and Alta's team also met with members/staff of the Nez Perce Tribe on January 25, 2022 with Ken Clark (head of the Water Resources Department), Allison Lebeda (water rights), Emmitt Taylor (fisheries), and Bobby Hills (fisheries) to discuss the status of the Palouse Basin water levels and water supply alternatives. They didn't identify any major concerns during the call but stated that they would like to continue being engaged and have an opportunity to review documents related to future environmental assessments.

3.8 Other Outreach Conducted

To further PBAC's goal of engaging with the community on the water supply alternatives, PBAC and Alta presented water supply alternative project updates at the following events throughout the duration of this project. Many of these were advertised in the Moscow-Pullman Daily News:

- PBAC Leadership Roundtable – September 2021
- American Water Resources Association Washington Section Conference – October 2021
- Palouse Basin Water Summit – October 2021
- Moscow League of Women Voters – November 2021
- Moscow Finance Committee (Poll results) - January 2022
- Pullman City Council (Poll results) – February 2022
- Moscow League of Women Voters – March 2022
- Pullman League of Women Voters – April 2022
- Whitman County Realtor's Association – May 2022

3.9 Community Feedback

Feedback received from during outreach through the variety of methods (personal communications, meetings, emails, a PBAC poll, and opinions in the local newspaper) resulted in three primary concerns that include:

1. The rapid increase in land development and the increase in population growth further taxing the aquifer.
2. Potential negative impacts of emerging contaminants by injecting treated surface water into the aquifer, despite the water being treated to drinking water standards.
3. The length of time to implement an alternative. They want to see continued progress.

Section 4 Water Rights Data Gap Filling

Additional water rights are needed for any of the water supply alternatives to be viable. Our team investigated water rights on surface water bodies related to the water supply alternatives in Idaho and Washington. The team examined existing water rights; looked for opportunities, constraints, fatal flaws; and investigated implications of claims in the Palouse Basin Adjudication in Idaho.

Idaho water rights investigation key takeaways:

- The entities can seek new water appropriations or purchase existing water rights.
- Existing water rights do not pose significant constraints.
- PBAC's water supply goals likely exceed existing surface water rights.
- Recommend PBAC seek new appropriations by applying for a water right permit
- Tribal minimum streamflow claims are pending in the Palouse Basin Adjudication. This will potentially impact the Idaho alternatives.
- Monitoring the claim negotiation process is recommended.

Washington water rights investigation key takeaways:

- PBAC can seek new water appropriations or purchase existing water rights.
- For new appropriations, water availability is limited to demonstrating biological needs are met.
- Existing appropriations:
 - Snake River: transfer from willing sellers is limited to Lower Granite Pool and upstream into OR and ID (note that evaluation of existing Snake River water rights and assessment of water acquisition feasibility was not conducted).
 - Other surface water sources: transfer from willing sellers, may require upstream sellers.
 - Estimated cost to purchase existing water rights is \$3,000 – \$5,000 per acre-feet (AF)/year.
- PBAC's water supply goals exceed existing surface water rights for Alternatives 2-4, on paper.
- Acquisition of water rights may rank higher than new water right appropriations.

- Transactional certainty is higher with existing water rights.
- Biological consultation and reliance on negotiated water availability for new appropriations has more challenges.

Appendix F contains the Idaho water rights investigation and Washington water rights investigation memoranda. The estimated costs in the Washington water rights memorandum assume all of the water can be purchased, but in reality, there are insufficient water rights to purchase and new water rights would still be needed.

Section 5 Fisheries Agencies Discussions

PBAC and Alta's team met with four fisheries agencies to engage in preliminary discussions regarding the supplementary water supply alternatives. The purpose was to identify areas of concern not previously identified. Our team met with staff from the following agencies:

- National Marine Fisheries Service (NMFS)
- U.S. Fish and Wildlife Service (USFWS)
- Washington Department of Fish and Wildlife (WDFW)
- Idaho Department of Fish and Game (IDFG)

Based on discussions with the services (NMFS and USFWS) and the state (WDFW and IDFG), capturing flows directly from the Snake River is preferred, followed by Flannigan Creek. From the services perspective, their preference is based on the volume of flows being proposed for use as contributing to less reduced relative volume and reduced thermal concerns for fish. WDFW and IDFG were more specific in their concerns related to meeting instream flow requirements and that sufficient flows, with instream flow requirements in place, may not be available in any alternative with the exception of Alternative 1 and possibly Alternative 3B (Flannigan Creek). Appendix G contains details of the fisheries agencies' discussions.

Section 6 Water Supply Alternatives Interim Steps

Breaking down the water supply alternatives into interim steps provides a mechanism for implementing larger projects in phases over time. Implementing in phases provides flexibility to adapt with the water supply needs and funding. All four of the 2017 alternatives were refined into possible interim steps for this report. This refinement provides updated costs and schedules for the four alternatives.

The next subsections describe the interim steps, costs, and schedule. Details of the original alternatives can be found in the 2017 report. Appendix H contains the *Water Supply Alternatives Interim Steps Technical Memorandum* including a description of the phases, capital costs and schedule, and the *Water Supply Phased Alternatives – Annual Operations and Maintenance (O&M) Cost Allocations* memorandum which describes the annual O&M.

During the alternative refinement process and after submission of the interim steps memoranda, Alta developed a Modified Alternative 4 project with interim steps. Modified Alternative 4 is described in the following subsections.

6.1 Alternatives and Phases Descriptions

Alternatives 1 and 2 have project components that are interconnected whereas Alternatives 3, 4, and Modified 4 have distinct project components. Each alternative interim step has a number

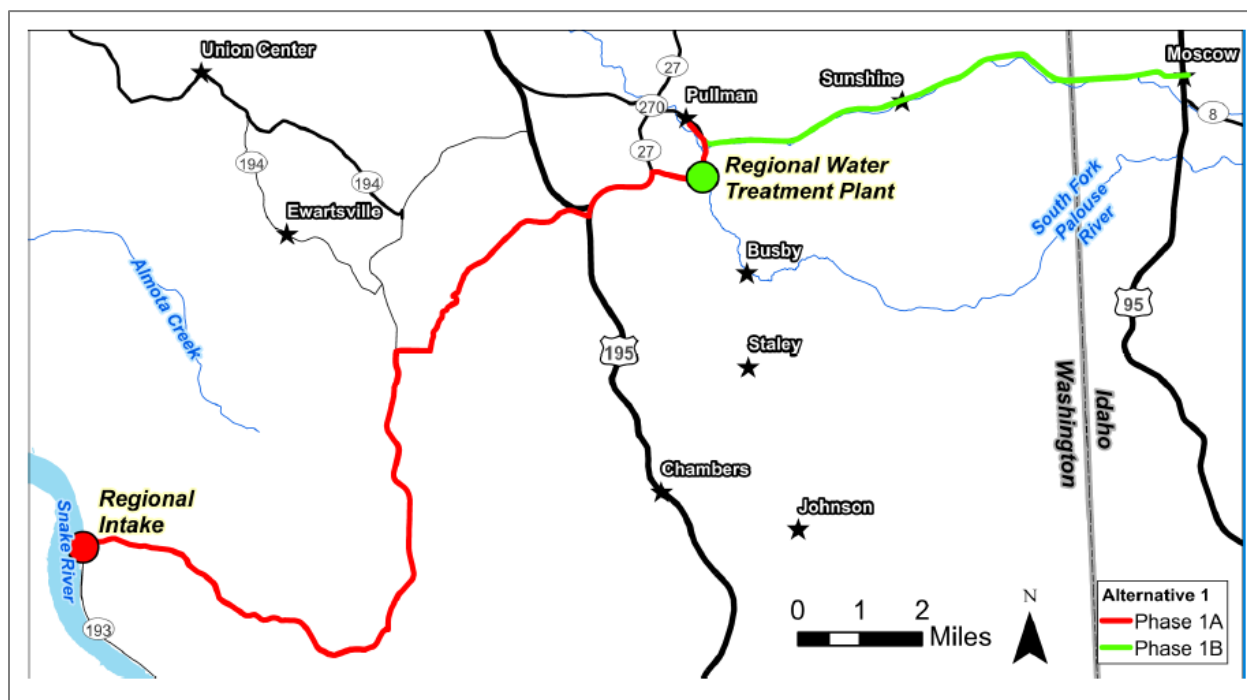
and letter designation (ex. Phase 1A) representing the alternative number and phase letter. The phases are grouped into bid packages to allow similar construction work to be bid and constructed by contractors that specialize in that type of work. Assigning bid packages also allows for a greater degree of flexibility for design, bid, and construction where one bid package can be advanced more quickly for construction work that can and/or needs to occur earlier while other design and construction requires more time or needs to occur later once the early construction is completed. The bid packages have an alpha numeric designator as well, aligned with the phased alternative. Appendix H provides a description of bid packages for each alternative.

Alternatives 1, 2, 3, and Modified 4 have phases with direct use, meaning treated water from the water treatment plant is conveyed to the distribution system in the communities. Because the water supply alternatives target is based on a 50-year plan, all the water planned for the alternative may not be used until a later time when the population grows and demand increases. The benefit to ASR and aquifer recharge is the ability to store/recharge the water in the aquifer. In addition, the amount of water supplied to a community is not proportional. The idea is any offset from groundwater pumping helps the Basin as a whole. For example, Alternative 3 is estimated to provide 100% of the targeted design amount for the Basin, yet Phase 3B Flannigan Creek will supply more water for Moscow/UI than the South Fork Palouse River will for Pullman/WSU.

6.1.1 *Alternative 1 – Snake River: Pullman/Moscow*

Figure 2 shows the Alternative 1 phasing.

Figure 2. Alternative 1 Phasing



Note exact locations for the diversion, pipelines, and water treatment plant will be vetted if the alternative moves forward.

Alternative 1 consists of a new Snake River diversion from the Lower Granite Dam pool anticipated near Wawawai in Washington. Surface water is pumped from a diversion intake

structure and conveyed through approximately 25 miles of pipeline, and includes five pump stations, four storage tanks, and a treatment plant near Pullman. The treated water is then conveyed to Pullman/WSU and Moscow/UI for direct use in their existing water distribution systems.

Although Alternative 1 is one distinct project, there are two phases identified.

- **Phase 1A** consists of the system to the water treatment plant with conveyance to Pullman/WSU's distribution system. The pumps and water treatment plant would be constructed, and equipment installed to accommodate the first portion of design flow and to allow for capacity in the second phase.
- **Phase 1B** consists of flow and treatment expansions to the pump stations and water treatment plant, and conveyance system (pump station and pipeline) to Moscow/UI's distribution system. The supply amounts are assumed to be even for both communities.

A local utility company is currently conducting a business case evaluation of a possible new off-channel pumped storage reservoir and hydropower facility that would be located along the Snake River. If a utility project were to be implemented, it presents the potential to benefit Alternative 1 by reducing the costs, potentially making Alternative 1 less expensive than other alternatives.

Idaho Congressman Mike Simpson, the tribes, and others had proposals that would result in the breaching of dams on the Snake River, including Lower Granite Dam, which would affect the river level at the proposed diversion site for Alternative 1. If Lower Granite Dam was breached, the alternative is still expected to be viable, but the diversion pipeline elevation would likely be lowered (i.e., a longer pipeline).

6.1.2 *Alternative 2 – South Fork Palouse River/Paradise Creek: Moscow; North Fork Palouse River: Pullman/Moscow*

Figure 3 shows the Alternative 2 phasing.

Figure 3. Alternative 2 Phasing



Note exact locations for the diversions, pipelines, and water treatment plants will be vetted if the alternative moves forward.

Alternative 2 consists of two distinct project elements, which could be implemented in any order or concurrently.

- A. **South Fork Palouse River or Paradise Creek Moscow Aquifer Recharge** – This project consists of a new South Fork of the Palouse River or Paradise Creek diversion near Moscow. Surface water is pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water is then injected into the upper or lower aquifers via recharge well(s).
- B. **North Fork Palouse River Pullman/Moscow Direct Use** – This project entails a new North Fork of the Palouse River diversion anticipated near Palouse, Washington. Surface water is pumped from a diversion intake structure and conveyed through a pipeline, and includes two pump stations, one storage tank, an energy recovery system, and water treatment plant anticipated between Palouse and Pullman. The treated water is then conveyed to Pullman/WSU and Moscow/UI for direct use in their existing water distribution systems.

Alternative 2A is not divided further given it is a discrete project, although there is an opportunity to phase the construction of the water treatment plant and recharge wells if there is a strategic reason to do so.

Alternative 2B may be implemented in two phases.

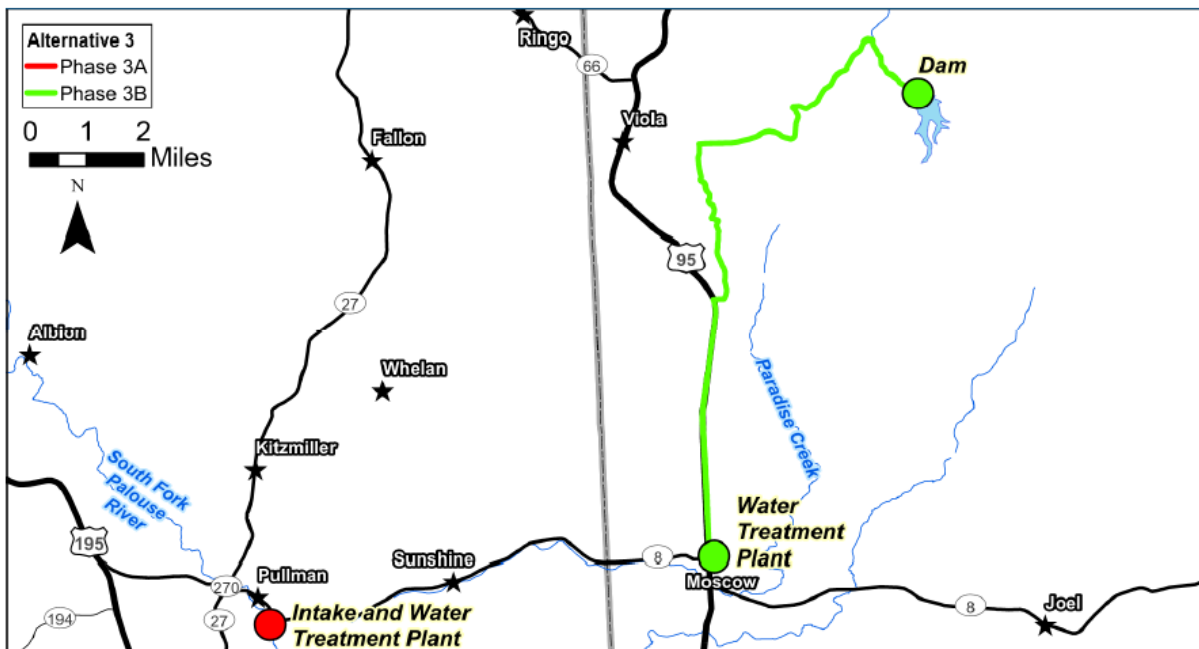
- **Phase 2B1**
 - River intake and pump station
 - Conveyance to the WTP
 - The WTP
 - Conveyance system for water delivery to Pullman/WSU's distribution system
- **Phase 2B2**
 - Increasing pumping capacity at the intake pump station
 - Increasing treatment capacity at the WTP
 - Increasing pumping capacity for conveyance to Moscow
 - Conveyance system for water delivery to Moscow/UI's distribution system

The supply amounts are assumed to be even for both communities.

6.1.3 *Alternative 3 – South Fork Palouse River: Pullman; Flannigan Creek Storage Reservoir: Moscow*

Figure 4 shows the Alternative 3 phasing.

Figure 4. Alternative 3 Phasing



Note exact locations for the diversions, pipelines, dam, and water treatment plants will be vetted if the alternative moves forward.

Alternative 3 consists of two distinct project elements, which could be implemented in any order or concurrently.

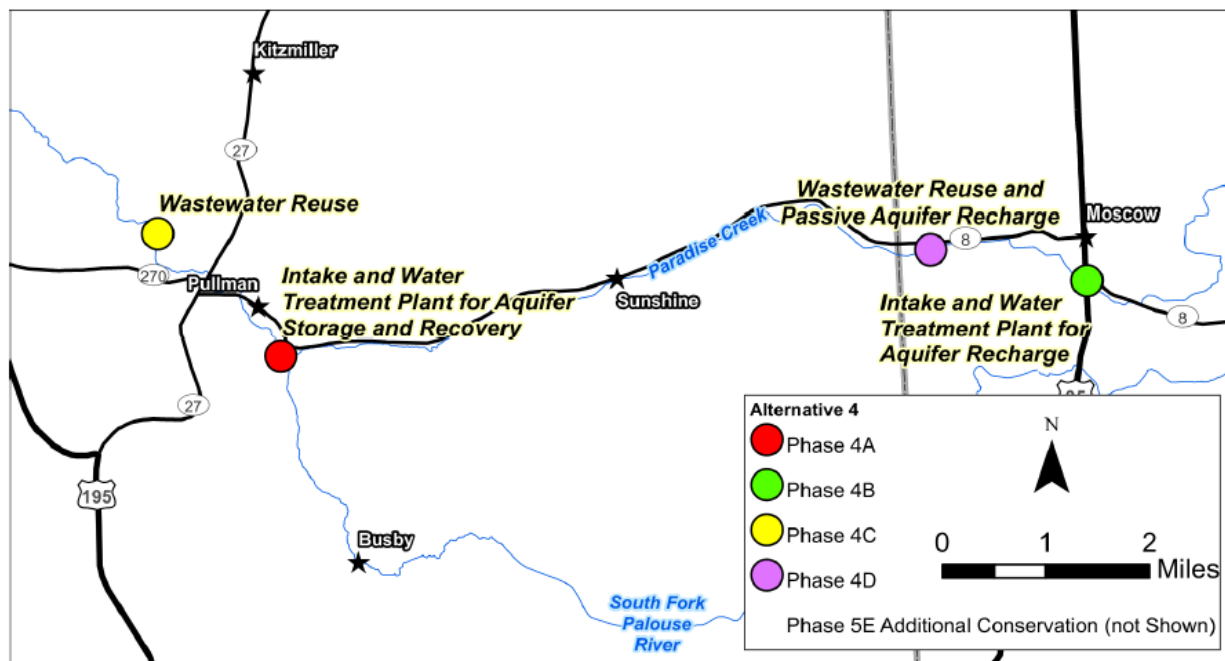
- A. **South Fork Palouse River Pullman Direct Use** – This project consists of a new South Fork of the Palouse River diversion near Pullman. Surface water is pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water is then conveyed to Pullman/WSU for direct use in their existing water distribution systems.
- B. **Flannigan Creek Storage Reservoir Moscow Direct Use** – This project consists of a new Flannigan Creek reservoir. Water in Flannigan Creek is stored behind a new 102-foot-tall dam creating 6,600 AF of storage. This project includes a reservoir outlet works, two pump stations, one storage tank, approximately 13 miles of pipeline, energy reduction in-line hydropower generation facility, a water treatment plant, and conveyance to Moscow/UI for direct use in their existing water distribution systems.

Alternative 3 does not contain any further phasing of these two projects.

6.1.4 *Alternative 4 – Paradise Creek: Moscow; South Fork Palouse River: Pullman; Wastewater Reuse: Pullman and Moscow; Additional Conservation*

Figure 5 shows the Alternative 4 phasing.

Figure 5. Alternative 4 Phasing



Note exact locations for the diversions, pipelines, and water treatment plants will be vetted if the alternative moves forward.

Alternative 4 consists of five distinct project elements, which could be implemented in any order or concurrently.

- A. **Paradise Creek Moscow Aquifer Recharge** – This project consists of a new Paradise Creek diversion near Moscow. Surface water would be pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water would then be injected into the upper or lower aquifers via recharge well(s) for aquifer recharge.
- B. **South Fork Palouse River Pullman ASR** – This project consists of a new South Fork of the Palouse River diversion near Pullman. Surface water would be pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water would then be injected into the aquifer via recharge well(s) for aquifer storage and recovery.
- C. **Pullman Wastewater Reuse** – This project entails using treated wastewater for Pullman/WSU irrigation. It includes an upgrade to the Pullman Wastewater Treatment Plant to produce Class A reclaimed water, reclaimed water pump station, storage tank, and distribution pipes.
- D. **Moscow Wastewater Reuse** – This project entails using treated wastewater for passive recharge into the upper aquifer. It includes upgrades to the Moscow Wastewater

Treatment Plant to produce Class A reclaimed water, reclaimed water pump station, conveyance pipeline, and infiltration basins for passive infiltration.

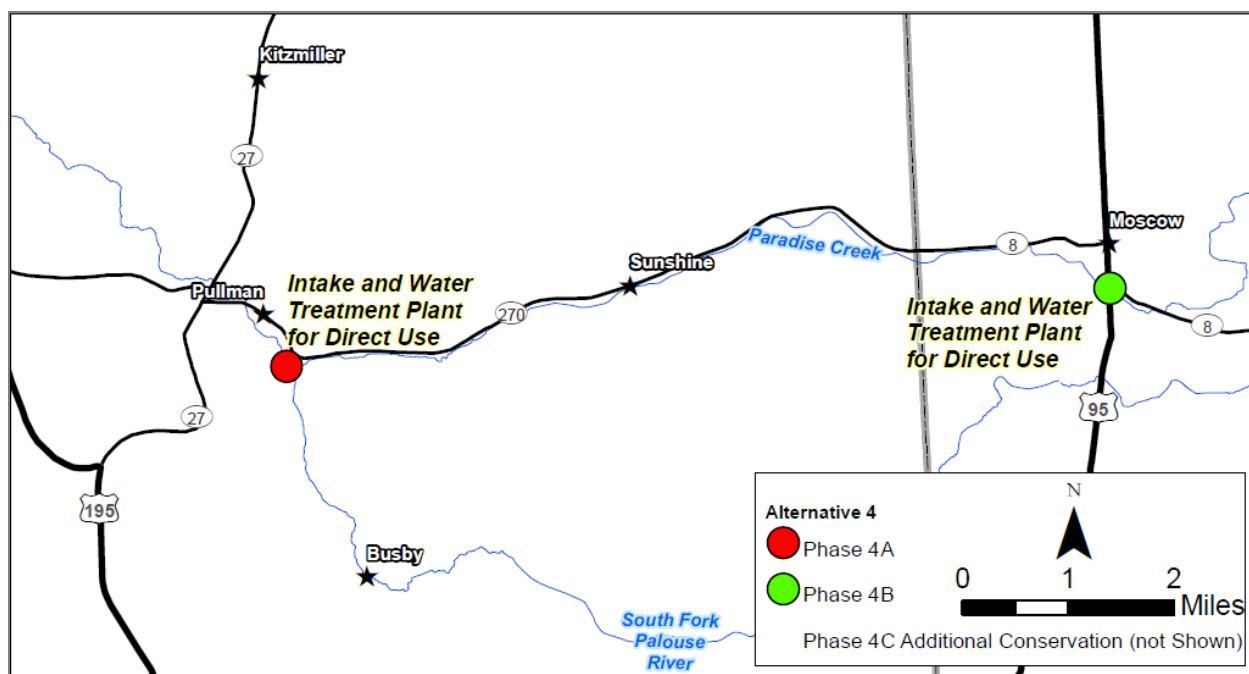
- E. **Additional Conservation** – This project entails increasing conservation resulting in an additional 15% savings from the baseline projection. Conservation measures may include those listed in the Moscow Conservation Plan and Pullman and WSU Water System Plans as well as measures yet to be determined.

Alternative 4 does not contain any further phasing of these five projects.

6.1.5 **Modified Alternative 4 – Paradise Creek: Moscow; South Fork Palouse River: Pullman; Additional Conservation**

Figure 6 shows the Modified Alternative 4 phasing.

Figure 6. Modified Alternative 4 Phasing



Note exact locations for the diversions, pipelines, and water treatment plants will be vetted if the alternative moves forward.

Alta further evaluated Alternative 4 to determine potential options for increasing the supply, reducing the cost, and incorporating feedback from the public and agencies. This evaluation resulted in a Modified Alternative 4. The high cost, relatively small water supply, and concerns of South Fork Palouse River in-stream summer flows in Pullman by the WDFW resulted in the removal of the wastewater reuse options (Alternatives 4C and 4D). Based on feedback PBAC received from the public regarding concerns over the injection of treated surface water (see Section 3.9), Alternatives 4A (Paradise Creek Moscow) and 4B (South Fork Palouse River Pullman) are modified for direct use. Based on the current use, all the water planned for the alternative may not be used until a later time when the population grows and demand increases unless a storage option is introduced. In modifying Alternative 4, the South Fork Palouse River Pullman phase has an increased supply, the same as Alternative 3A. This addition addresses the supply gap from removing the wastewater reuse options. Table 3 shows the estimated supply. The Modified Alternative 4 consists of three distinct project elements, which could be

implemented in any order or concurrently. ASR or aquifer recharge could still be an option for one or both of the phases in the future.

- A. **Paradise Creek Moscow Direct Use** – This project consists of a new Paradise Creek diversion near Moscow. Surface water would be pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water would then be conveyed through the existing distribution system to Moscow/UI for direct use.
- B. **South Fork Palouse River Pullman Direct Use** – This project consists of a new South Fork of the Palouse River diversion near Pullman. Surface water would be pumped from a diversion intake structure and conveyed through a pipeline, and includes a pump station and water treatment plant. The treated water would then be conveyed through the existing distribution system to Pullman/WSU for direct use.
- C. **Additional Conservation** – This project entails increasing conservation resulting in an additional 15% savings from the baseline projection. Conservation measures may include those listed in the Moscow Conservation Plan and Pullman and WSU Water System Plans as well as measures yet to be determined.

Modified Alternative 4 does not contain any further phasing of these three projects.

6.2 Alternatives and Phases Costs

Alta's team evaluated the Water Supply Alternative costs provided in the 2017 report. The costs were dissected into the interim steps (phases) and updated to May 2021 dollars. Costs were escalated through application of the Engineering News-Record Construction Cost Index (ENR CCI) numbers to account for inflation and other market price adjustments.

Modified Alternative 4 was developed after the interim steps and O&M memoranda in Appendix H were finalized. The only change to the remaining alternative phases is the direct use of water instead of aquifer recharge for Paradise Creek. The cost was not expected to differ significantly for these phases. A summary of the capital and O&M costs are described below. Appendix H contains details of these costs.

6.2.1 Capital Costs

Water supply alternatives capital costs include:

- capital construction
- contingency
- engineering
- permitting
- water rights
- property acquisition is not included unless otherwise stated

Engineering judgement was used to determine portions of the phased facility costs (e.g., Water Treatment Plant). In addition, there are two changes and additions to the costs in the 2017 report.

1. Increasing the engineering allowance from 15% in the original report to 25%.

2. Adding the cost for environmental permitting, estimated at about 25% of the engineering cost.

The costs associated with water rights are from the 2017 report indexed to 2021 dollars. The Washington water rights memorandum in Appendix F estimated costs were not used because 1) costs were only developed for alternatives in Washington and 2) the costs assume there are sufficient water rights to purchase. Table 3 shows the interim steps and updated capital costs.

6.2.2 *Operating and Maintenance Costs*

Water supply alternative costs also include O&M costs. These include materials and energy, equipment maintenance, and operational labor. The cost escalation from 2016 to 2021 is 14.9%.

The water treatment plant O&M costs are apportioned between two phases (e.g., Alternative 1 and 2B).

- 85% of the O&M cost applied to the Phase 1 operations
- 15% of the O&M cost applied to the follow-on Phase II operations

For example - Alternative 1 would have 85% of the O&M appropriated to the Pullman operations (Phase 1), with the remaining 15% appropriated to the later build out to Moscow (Phase I). A majority of the site and water treatment infrastructure would be in place following completion of Phase I construction, thereby requiring a substantial portion of the total O&M costs to run the facility. When the Phase II treatment capacity increases are implemented, additional staff will be required, and additional utility expenses will be incurred.

Pump station O&M costs were apportioned between the initial Phase 1 operations and follow-on Phase II increased pumping operations.

Table 3 shows the interim steps 2021 present value costs, using 50 years as the number of time periods.

6.2.3 *Interim Steps Cost Comparison*

This section presents the comparison of costs as well as costs versus supply.

Figure 7 is a chart of the capital costs. From most expensive to least expensive, capital costs are ranked:

1. Alternative 4 (most expensive)
2. Alternative 1
3. Alternative 3
4. Alternative 2
5. Modified Alternative 4

Table 3. Supply and Costs for the Water Supply Alternatives Phases

Alternative #	Phase # (Matching Phase #)	Project Type	Project Title	Project Description	Estimated Supply and % Demand			2021 Cost Escalation & Recalculated				Present Value of Costs (2021)		
					Estimated Annual Supply (MG) ¹	Estimated Annual Supply (AF)	% of Projected Palouse Basin 50-yr Demand ³	Capital Cost to Implement (\$)	% of Alternative Capital Cost	Capital Cost to Implement (\$/AF of Annual Supply)	Annual Operating Cost ⁴ (\$)	Present Value of Annual Operating Costs ⁴ (\$)	Total Present Value (Capital Cost + Annual Operating Cost) (\$)	Total Present Value (\$/AF of Annual Supply)
1		Surface Water Alternative	Snake River (Pipeline to Pullman and Moscow) Direct Use	Direct diversion from Snake River; Surface water pumped and conveyed to treatment; Treated surface water delivered to Pullman and Moscow potable water system	1,967	6,040	85%	\$ 109,851,689		\$ 18,187	\$ 6,044,000	\$ 293,398,000	\$ 403,249,689	\$ 66,763
	1A		WTP, Pipeline to Pullman		984	3,020	42%	\$ 88,780,510	81%	\$ 29,398	\$ 3,980,000	\$ 193,204,000	\$ 281,984,510	\$ 93,372
	1B		WTP expansion, Pipeline to Moscow		983	3,020	42%	\$ 21,071,179	19%	\$ 6,977	\$ 2,064,000	\$ 100,194,000	\$ 121,265,179	\$ 40,154
	2A	Aquifer Recharge	Moscow: Paradise Creek and/or South Fork Palouse River AR	AR with in-city surface water diversion; Treatment; Active injection of treated water in Moscow AR wells during spring runoff	358	1,100	15%	\$ 19,218,829	25%	\$ 17,472	\$ 773,000	\$ 37,524,000	\$ 56,742,829	\$ 51,584
	2B	Surface Water Alternative	Pullman & Moscow: North Fork Palouse River Direct Use	Direct diversion from NF Palouse River in WA; Surface water pumped and conveyed to treatment north of Pullman; Treated water conveyed to both City of Pullman and City of Moscow potable water systems	1,550	4,760	67%	\$ 57,768,786	75%	\$ 12,136	\$ 1,674,000	\$ 81,262,000	\$ 139,030,786	\$ 29,208
	2B1		WTP, Pipeline to Pullman		775	2,380	33%	\$ 43,656,490	76%	\$ 18,343	\$ 1,264,000	\$ 61,359,000	\$ 105,015,490	\$ 44,124
	2B2		WTP expansion, Pipeline to Moscow		775	2,380	33%	\$ 14,112,296	24%	\$ 5,930	\$ 410,000	\$ 19,903,000	\$ 34,015,296	\$ 14,292
2	Total				1,908	5,860	82%	\$ 76,987,615			\$ 2,447,000		\$ 195,773,615	\$ 33,408
	3A	Surface Water Alternative	Pullman: SF Palouse River Direct Use	Direct Diversion Using Winter/Spring Runoff Direct Diversion from SF Palouse River; Treatment; Delivery to City of Pullman Water System during late winter and spring runoff	894	2,743	38%	\$ 28,776,452	27%	\$ 10,491	\$ 864,000	\$ 41,942,000	\$ 70,718,452	\$ 25,781
	3B	Surface Water Alternative	Moscow: Flannigan Creek/reservoir Direct Use	Flannigan Creek; Reservoir stored water pumped and conveyed to treatment; Treated water discharged directly to City of Moscow potable water system	1,430	4,400	62%	\$ 76,239,792	73%	\$ 17,327	\$ 3,152,000	\$ 153,010,000	\$ 229,249,792	\$ 52,102
3	Total				2,324	7,143	100%	\$ 105,016,244			\$ 4,016,000		\$ 299,968,244	\$ 41,995

Table 3. Supply and Costs for the Water Supply Alternatives Phases

Alternative #	Phase # (Matching Phase #)	Project Type	Project Title	Project Description	Estimated Supply and % Demand			2021 Cost Escalation & Recalculated				Present Value of Costs (2021)		
					Estimated Annual Supply (MG) ¹	Estimated Annual Supply (AF)	% of Projected Palouse Basin 50-yr Demand ³	Capital Cost to Implement (\$)	% of Alternative Capital Cost	Capital Cost to Implement (\$/AF of Annual Supply)	Annual Operating Cost ⁴ (\$)	Present Value of Annual Operating Costs ⁴ (\$)	Total Present Value (Capital Cost + Annual Operating Cost) (\$)	Total Present Value (\$/AF of Annual Supply)
	4A	ASR	Pullman: SF Palouse River ASR	ASR Using Winter/Spring Runoff Diversion from SF Palouse River; Treatment; Active injection of treated water during late winter and spring runoff	358	1,100	15%	\$ 19,219,029	16%	\$ 17,472	\$ 773,000	\$ 37,524,000	\$ 56,743,029	\$ 51,585
	4B	Aquifer Recharge	Moscow: Paradise Creek AR	Aquifer Recharge Using Winter/Spring Runoff Direct Diversion from Paradise Creek; Treatment; Active injection of treated water in Moscow Aquifer recharge wells	358	1,100	15%	\$ 19,219,029	16%	\$ 17,472	\$ 773,000	\$ 37,524,000	\$ 56,743,029	\$ 51,585
	4C	Water Reuse	Pullman/WSU: Waste Water Reuse Project	Water Reuse Project WWTP Upgrades, Class A reclaimed water supply pumped to new water reuse system for irrigation at reuse sites in Pullman	148	454	6%	\$ 53,022,538	44%	\$ 116,790	\$ 205,000	\$ 9,951,000	\$ 62,973,538	\$ 138,708
	4D	Passive AR	Moscow Waste Water Infiltration	Water Reuse for Infiltration Class A recycled water from Moscow WWTP discharged to shallow infiltration area to enhance Wanapum aquifer groundwater storage	420	1,300	18%	\$ 4,089,164	3%	\$ 3,146	\$ 87,000	\$ 4,223,000	\$ 8,312,164	\$ 6,394
	4E	Conservation Measures	Moscow Conservation Measures	Sum of all conservation measures from the 2015 Moscow Conservation Plan	104	319	4%	\$ 25,772,446	21%	\$ 13,789			\$ 25,772,446	\$ 13,789
		Conservation Measures	Pullman Conservation Measures	Sum of all conservation measures from the 2014 Pullman Water System Plan	9	27	0%							
		Conservation Measures	WSU Conservation Measures	Sum of all conservation measures from the 2008 WSU Water System Plan	14	43	1%							
		Conservation Measures		Other conservation (calculated so conservation = 609 MGY)	482	1,480	21%							
4	Total				1,893	5,823	81%	\$ 121,322,206				\$ 210,544,206 \$ 36,157.34		
	Mod 4A (3A)	Surface Water Alternative	Pullman: SF Palouse River Direct Use	Direct Diversion Using Winter/Spring Runoff Direct Diversion from SF Palouse River; Treatment; Delivery to City of Pullman Water System during late winter and spring runoff	894	2,743	38%	\$ 28,776,452	39%	\$ 10,491	\$ 864,000	\$ 41,942,000	\$ 70,718,452	\$ 25,781
	Mod 4B (Modified 2A)	Surface Water Alternative	Paradise Creek - Moscow	NEW - Direct Use	358	1,100	15%	\$ 19,218,829	26%	\$ 17,472	\$ 773,000	\$ 37,524,000	\$ 56,742,829	\$ 51,584
	Mod 4C (4E)	Conservation Measures	Moscow Conservation Measures	Sum of all conservation measures from the 2015 Moscow Conservation Plan	104	319	4%	\$ 25,772,446	35%	\$ 13,789			\$ 25,772,446	\$ 13,789
		Conservation Measures	Pullman Conservation Measures	Sum of all conservation measures from the 2014 Pullman Water System Plan	9	27	0%							
		Conservation Measures	WSU Conservation Measures	Sum of all conservation measures from the 2008 WSU Water System Plan	14	43	1%							
		Conservation Measures		Other conservation (calculated so conservation = 609 MGY)	482	1,480	21%							
Mod 4	Total				1,861	5,712	80%	\$ 73,767,727				\$ 153,233,727 \$ 26,826.63		

Table 3. Supply and Costs for the Water Supply Alternatives Phases

Alternative #	Phase # (Matching Phase #)	Project Type	Project Title	Project Description	Estimated Supply and % Demand			2021 Cost Escalation & Recalculated				Present Value of Costs (2021)		
					Estimated Annual Supply (MG) ¹	Estimated Annual Supply (AF)	% of Projected Palouse Basin 50-yr Demand ³	Capital Cost to Implement (\$)	% of Alternative Capital Cost	Capital Cost to Implement (\$/AF of Annual Supply)	Annual Operating Cost ⁴ (\$)	Present Value of Annual Operating Costs ⁴ (\$)	Total Present Value (Capital Cost + Annual Operating Cost) (\$)	Total Present Value (\$/AF of Annual Supply)

Notes:

Base table from Anchor QEA et al. (2017)

- 1. Estimated annual supply is the amount of additional water supply that will reliably (at least 50% of the time) be made available by implementing the proposed project.
- 2. The average annual yield is the estimated average annual yield of the watershed captured by a proposed reservoir or tributary to a proposed diversion location.
- 3. The projected demand used as a basis for comparison are projected demands without additional conservation. Local system demand includes just the projected demand for the local system that would receive most or all of the water supply.
- 4. No annual operating costs were provided in Anchor QEA et al. (2017) for conservation and thus none were moved forward in this study.
- 5. Total Present Value was calculated using n=50 years.

AF: acre-feet
ASR: aquifer storage and recovery
AR = aquifer recharge
MG: million gallons
MGY: million gallons per year
NF: north fork
SF: south fork
WSU: Washington State University
WWTP: wastewater treatment plant
WTP: water treatment plant

Figure 7. Capital Cost for the Water Supply Alternatives.

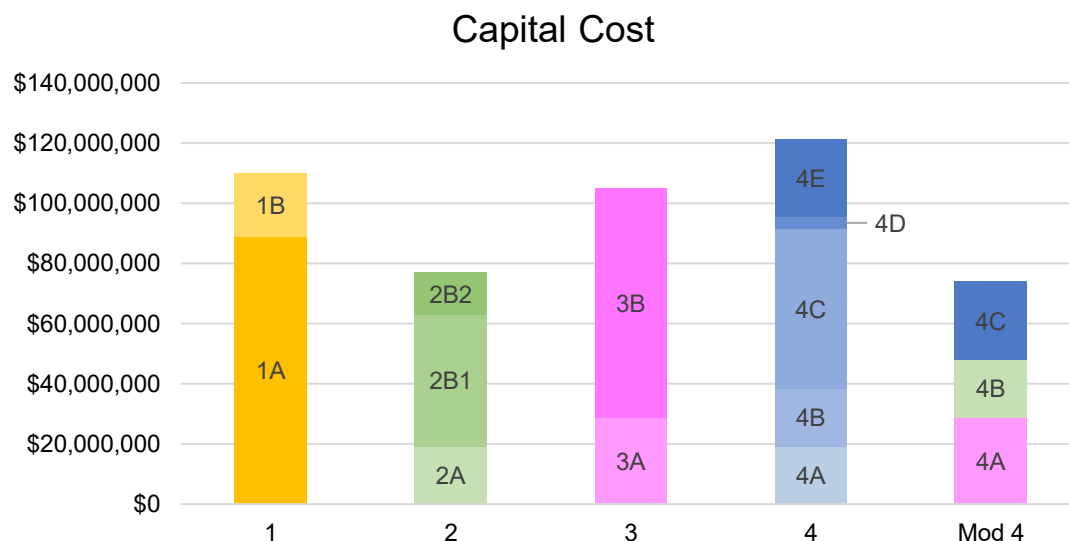


Figure 8 is a compilation of total capital cost versus anticipated design supply graphs for each alternative. The alternative phases with the greatest return on cost for supply are listed first. These graphs allow a comparison showing which alternatives and phases can be implemented with the lowest cost. Alternative Phases 2A and 4B (both South Fork Palouse River or Paradise Creek Moscow) are the lowest cost.

Table 3 is a chart of the annual O&M costs. From most expensive to least expensive, O&M costs are ranked:

1. Alternative 1 (most expensive)
2. Alternative 3
3. Alternative 2
4. Alternative 4
5. Modified Alternative 4

Figure 8. Graphs of Capital Cost Versus Anticipated Supply Amounts for Each Water Supply Alternative.

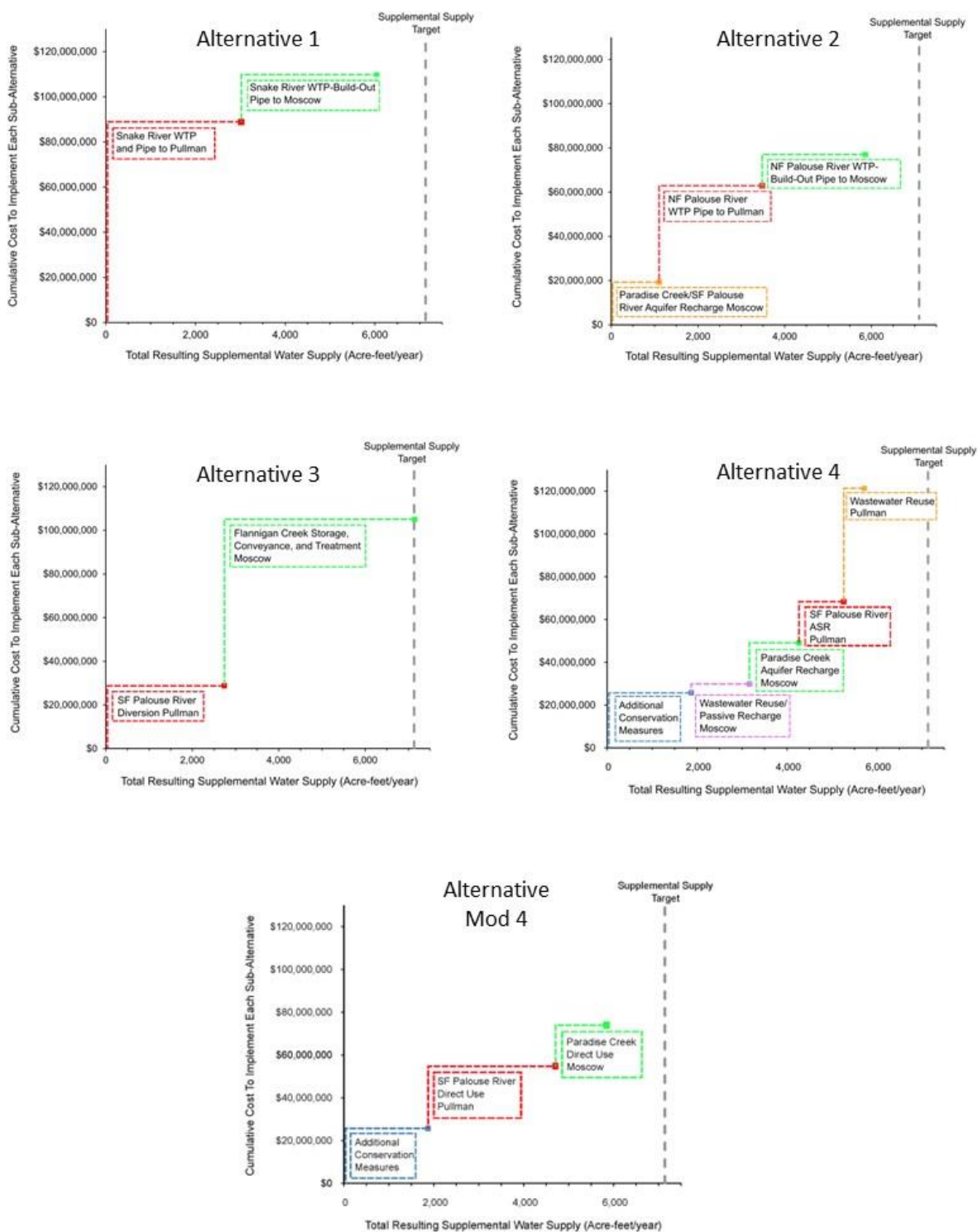
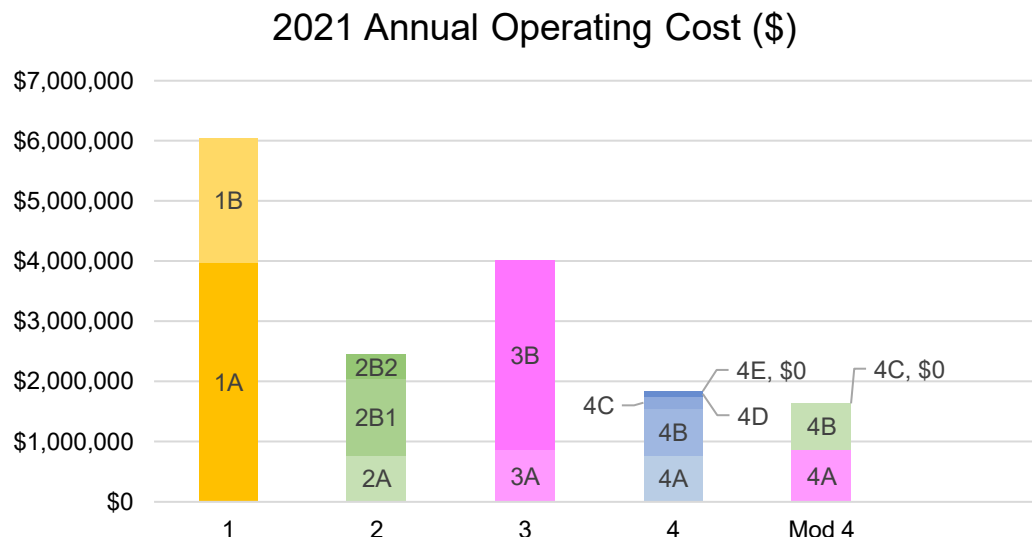


Figure 9. Annual O&M Costs for the Water Supply Alternatives.

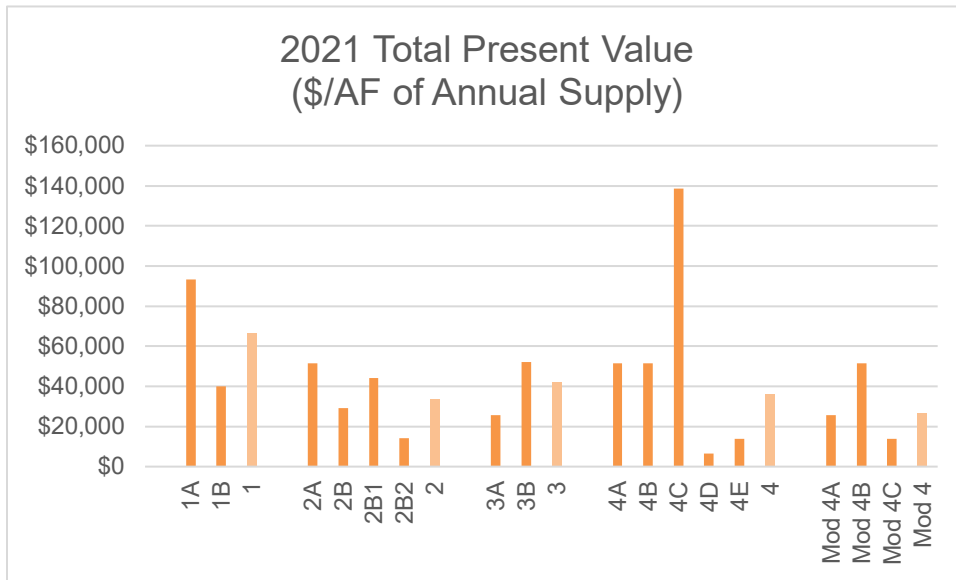


Total capital costs and annual O&M costs are incorporated into the 2021 total present value cost per acre foot (\$/AF). Figure 10 is a chart of 2021 total present value cost per AF of annual supply for each alternative and interim step or phase. The costs are not additive for each alternative and is the reason for separating the interim steps from the alternative as a whole. For the main alternatives, from most expensive to least expensive, the ranking is:

1. Alternative 1 (most expensive)
2. Alternative 3
3. Alternative 4
4. Alternative 2
5. Modified Alternative 4

For the alternative phases, 4C (Pullman Wastewater Treatment Plant [WWTP] reuse) and 1A (Snake River – diversion to Pullman) were the highest cost per AF, whereas Alternative Phase 4D (Moscow WWTP passive recharge) had the lowest cost per AF, followed by 4C (South Fork Palouse River or Paradise Creek Moscow) and 2B2 (NF Palouse River to Moscow).

Figure 10. 2021 Total Present Value \$/AF of Annual Supply for Each Water Supply Alternative and Interim Step.



6.3 Phased Project Implementation Activities and Durations

Implementation activities are identified for each project phase and given a project duration. These activities are based on engineering experience and judgement, and are listed below.

- Pre-construction Funding
- Construction Funding Commitment
- Water Rights Acquisition
- Water Quality Data Collection
- Feasibility / Route Study / Site Selection (5%)
- Preliminary Environmental Review
- MOA and Land/Easement Acquisition
- Survey/Bathymetry and Geotechnical Field Work
- Preliminary Design (30%)
- National Environmental Policy Act (NEPA) / State (Washington) Environmental Policy Act (SEPA) / EID
- Secure Final Funding
- Final Design
- Permitting
- Bid / Award / Contracting
- Equipment / Material Manufacturing & Delivery
- Construction

- Facility Start-up and Operations

The first ten activities are considered preliminary work and occur prior to the bid packages. This sets the stage prior to the phased alternatives. Some of these activities have linkages and dependencies while others do not.

Preliminary work for each alternative is estimated to be six years. Excluding additional conservation, total project durations range from 11 to 12 years if all interim steps are implemented concurrently. Table 4 lists the approximate project durations.

Table 4. Water Supply Alternatives Project Durations Summary

Alternative #	Alternative Description	Estimated Years to Implement
1 start	Preliminary Work Prior to Bid Packages: Stage set for either 1A or 1B	6
1A	Snake River: Diversion, WTP, Conveyance to Pullman	6
1B	Snake River: Conveyance to Moscow	3
	Minimum Total Years	12
2A	Paradise Creek/South Fork Palouse River: Diversion, WTP, Aquifer Recharge in Moscow	12
2B start	Preliminary Work Prior to Bid Packages: Stage set for either 2B1 or 2B2	6
2B1	North Fork Palouse River: Diversion, WTP, Conveyance to Pullman	6
2B2	North Fork Palouse River: Conveyance to Moscow	3
	Minimum Total Years	12
3A	South Fork Palouse: Diversion, WTP, Conveyance to Pullman	11
3B	Flannigan Creek: Diversion, Storage, WTP, Conveyance to Moscow	11
4A	South Fork Palouse: Diversion, WTP, ASR in Pullman	11
4B	Paradise Creek: Diversion, WTP, aquifer recharge in Moscow	12
4C	Water Reuse Pullman	9
4D	Water Reuse Passive Recharge Moscow	9
4E	Additional Conservation	6
Mod 4A	South Fork Palouse: Diversion, WTP, Conveyance to Pullman	11
Mod 4B	Paradise Creek: Diversion, WTP, Conveyance to Moscow	12
Mod 4C	Additional Conservation	6

AR = aquifer recharge

ASR = aquifer storage and recovery

WTP = water treatment plant

Appendix H contains the details of these activities and details of the durations, including the bid packages.

Section 7 Water Supply Alternatives Matrix and Ranking

To further refine the alternatives, Alta and PBAC participated in a workshop on February 17, 2022 to discuss and establish the water supply alternatives decision matrix. A summary of that meeting is provided in Appendix I. Using the 2017 report matrix as a starting point, the group decided to keep this matrix with some modifications described below.

7.1 Matrix

The previous water supply alternatives project documented in the 2017 report used eight criteria for comparing projects, intended to address the primary benefits and challenges associated with the water supply alternative projects considered. Each criterion has a scoring scale ranging from 0 to 3, with 3 being the most favorable score. Each criterion had weights assigned ranging between 0 and 10, with 10 being the most influential. This allowed some criteria to more strongly influence the selection and prioritization of projects. The scores were then multiplied by the weights to calculate a project priority score to develop a water supply alternative ranking.

Based on discussions during the February 2022 PBAC workshop, the 2017 matrix is carried forward in this project with two additional criteria (I and J) and slight weighting adjustments. Table 5 lists the screening criteria and weights. Only Criterion A is naturally a quantitative value; the remaining criteria take qualitative information and attempt to quantify it in order to be able to rank the alternative projects. Appendix J contains a description of the screening criteria and scale details, and also includes the 2017 weights for comparison.

Table 5. Decision Matrix Screening Criteria and Weights

	Screening Criteria	Weights
A	Unit cost of supply (Capital cost and O&M)	9
B	Long-Term Supply Reliability	10
C	Technical Certainty of Success	6
D	Property Acquisition	6
E	Permitting Complexity – Water Rights	6
F	Permitting Complexity – Environmental	6
G	Extent of Regional Agreements Required	4
H	Public Acceptability	8
I	Surface Water Quality Impacts	6
J	Aquifer Water Quality Impacts	6

Each alternative phase is scored in the matrix with the exception of the individual phases with conveyance to both Pullman and Moscow (Alternatives 1 and 2B). These are not scored individually because 1) the cost of the first phase is significantly higher than the second phase (impacting Criterion A), and 2) the scores for the other criteria are the same for both. For example, Alternative Phase 2B is scored, but not the individual Alternative Phases 2B1 and 2B2. Each alternative as a whole (ex. Alternative 1, 2, etc.) is then scored based on a weighted average of the individual alternative phase scores using the ratio of the estimated annual water supply for the alternative phase to the annual supply for the alternative as a whole.

Because the unit cost of supply criterion is based on the maximum cost of an alternative phase, there are two decision matrix results tables. Table 6 shows the decision matrix for Alternatives 1, 2, 3, and 4. Table 7 shows the decision matrix for Alternatives 1, 2, 3, and Modified 4.

7.2 Project Priority Scores and Ranking

Table 6 and Table 7 show the matrix decision project priority scores. These scores show the following alternative ranking for Alternatives 1, 2, 3, and 4, where Rank 1 is the highest rank (scores are shown in parentheses):

1. Alternative 3 (127)
2. Alternative 2 (122)
3. Alternative 1 (113)
4. Alternative 4 (93)

These scores show the following alternative ranking for Alternatives 1, 2, 3, and Modified 4, where Rank 1 is the highest rank (scores are shown in parentheses):

1. Modified Alternative 4 (144)
2. Alternative 3 (118)
3. Alternative 2 (115)
4. Alternative 1 (99)

The highest-ranking alternative is Modified Alternative 4, followed by Alternative 3.

7.3 Matrix Sensitivity

Matrix sensitivity is a means to evaluate the decision matrix outcomes and alternative ranking. To evaluate the sensitivity, each criterion is given a weight of 1) half the existing weight and then 2) zero, and the matrix is rescored. The resulting scores, and thus ranking, shows that only when the Surface Water Quality Impacts criterion has a weight of zero does a change in the alternative ranking occur, and is thus the most sensitive criterion. In this instance, Alternative 2 scores and ranks higher than Alternative 3. This analysis is not to say that modifying the weights of additional criteria wouldn't change the scores/ranking. However, the criteria and weights assigned are based on consensus with PBAC and the sensitivity analysis can provide additional confidence in the alternative ranking.

7.4 Uncertainty

There is inherent uncertainty with the costs, schedule, water yield, and implementability of the alternatives examined in this study. The main objective of this study is to provide a comparative analysis of the four alternatives plus the modified alternative, and the uncertainty does not bias the comparison.

The 2017 report includes modeled uncertainty and risk, cost and schedule uncertainty, and yield uncertainty. Regarding uncertainty of the alternative scoring, one of the nine criteria has quantitative data (cost per AF), which has a percent of uncertainty added to the cost. The other eight criteria are based on attempting to quantify qualitative information, which also carries some degree uncertainty.

Table 6. PBAC Water Supply Alternatives Decision Matrix

Alternative #	Phase # (Matching Phase #)	Project Type	Project Title	Project Description	A. Unit Cost of Supply (based on \$/AF)	Screening Criteria										Total Score (Sum of Score x Weight)	Updated Rank for each Interim Step	Updated Rank by Alternative
						B. Long-Term Supply Reliability	C. Technical Certainty of Success	D. Property Acquisition	E. Permitting Complexity – Water Rights	F. Permitting Complexity – Environmental	G. Extent of Regional Agreements Required	H. Public Acceptability	I. Surface Water Quality Impacts	J. Aquifer Water Quality Impacts				
															Weight (1-10):			
					9	10	6	6	6	6	4	8	6	6				
1		Surface Water Alternative	Snake River (Pipeline to Pullman and Moscow) Direct Use	Direct diversion from Snake River; Surface water pumped and conveyed to treatment; Treated surface water delivered to Pullman and Moscow potable water system	1.56	3	3	1.5	1	0	1	1	1	3	113	7	3	
	1A		WTP, Pipeline to Pullman															
	1B		WTP expansion, Pipeline to Moscow															
	2A	Aquifer Recharge	Moscow: Paradise Creek and/or South Fork Palouse River AR	AR with in-city surface water diversion; Treatment; Active injection of treated water in Moscow AR wells during spring runoff	1.88	1.5	2	1.5	2	0	3	1	3	1	109.0	8		
	2B	Surface Water Alternative	Pullman & Moscow: North Fork Palouse River Direct Use	Direct diversion from NF Palouse River in WA; Surface water pumped and conveyed to treatment north of Pullman; Treated water conveyed to both City of Pullman and City of Moscow potable water systems	2.37	1.5	3	1.5	2	1	1	2	1	3	125.3	4		
	2B1		WTP, Pipeline to Pullman															
	2B2		WTP expansion, Pipeline to Moscow															
2	Total				2.28	1.5	2.8	1.5	2.0	0.8	1.4	1.8	1.4	2.6	122		2	
	3A	Surface Water Alternative	Pullman: SF Palouse River Direct Use	Direct Diversion Using Winter/Spring Runoff Direct Diversion from SF Palouse River; Treatment; Delivery to City of Pullman Water System during late winter and spring runoff	2.44	1.5	3	1.5	2	1	3	2	1	3	134	3		
	3B	Surface Water Alternative	Moscow: Flannigan Creek/reservoir Direct Use	Flannigan Creek; Reservoir stored water pumped and conveyed to treatment; Treated water discharged directly to City of Moscow potable water system	1.87	1.5	1	1.5	2	0	3	2	3	3	123	5		
3	Total				2.09	1.5	1.8	1.5	2.0	0.4	3.0	2.0	2.2	3.0	127		1	

Table 6. PBAC Water Supply Alternatives Decision Matrix

Alternative #	Phase # (Matching Phase #)	Project Type	Project Title	Project Description	Screening Criteria										Total Score (Sum of Score x Weight)	Updated Rank for each Interim Step	Updated Rank by Alternative
					A. Unit Cost of Supply (based on \$/AF)	B. Long-Term Supply Reliability	C. Technical Certainty of Success	D. Property Acquisition	E. Permitting Complexity – Water Rights	F. Permitting Complexity – Environmental	G. Extent of Regional Agreements Required	H. Public Acceptability	I. Surface Water Quality Impacts	J. Aquifer Water Quality Impacts			
					9	10	6	6	6	6	4	8	6	6			
	4A	ASR	Pullman: SF Palouse River ASR	ASR Using Winter/Spring Runoff Diversion from SF Palouse River; Treatment; Active injection of treated water during late winter and spring runoff	1.88	1.5	2	1.5	2	0	3	1	1	1	97.0	10	
	4B	Aquifer Recharge	Moscow: Paradise Creek AR	Aquifer Recharge Using Winter/Spring Runoff Direct Diversion from Paradise Creek; Treatment; Active injection of treated water in Moscow Aquifer recharge wells	1.88	1.5	2	1.5	2	0	3	1	3	1	109.0	9	
	4C	Water Reuse	Pullman/WSU: Waste Water Reuse Project	Water Reuse Project WWTP Upgrades, Class A reclaimed water supply pumped to new water reuse system for irrigation at reuse sites in Pullman	(0.00)	3	3	3	2	3	3	2	1	1	136	2	
	4D	Passive AR	Moscow Waste Water Infiltration	Water Reuse for Infiltration Class A recycled water from Moscow WWTP discharged to shallow infiltration area to enhance Wanapum aquifer groundwater storage	2.86	3	1	1.5	3	1	3	0	1	1	118.8	6	
	4E	Conservation Measures	Moscow Conservation Measures	Sum of all conservation measures from the 2015 Moscow Conservation Plan	2.70	3	1	3	3	3	3	3	3	3	186	1	
		Conservation Measures	Pullman Conservation Measures	Sum of all conservation measures from the 2014 Pullman Water System Plan													
		Conservation Measures	WSU Conservation Measures	Sum of all conservation measures from the 2008 WSU Water System Plan													
		Conservation Measures		Other conservation (calculated so conservation = 609 MGY)													
4	Total				2.22	1.6	1.3	1.3	1.7	0.6	2.2	0.7	1.2	0.8	93		4

Table 6. PBAC Water Supply Alternatives Decision Matrix

Alternative #	Phase # (Matching Phase #)	Project Type	Project Title	Project Description	Screening Criteria										Total Score (Sum of Score x Weight)	Updated Rank for each Interim Step	Updated Rank by Alternative
					A. Unit Cost of Supply (based on \$/AF)	B. Long-Term Supply Reliability	C. Technical Certainty of Success	D. Property Acquisition	E. Permitting Complexity – Water Rights	F. Permitting Complexity – Environmental	G. Extent of Regional Agreements Required	H. Public Acceptability	I. Surface Water Quality Impacts	J. Aquifer Water Quality Impacts			
					9	10	6	6	6	6	4	8	6	6			

Notes:
Base table from Anchor QEA et al. (2017)
AF: acre-feet
ASR: aquifer storage and recovery
AR = aquifer recharge
MGY: million gallons per year
NF: north fork
SF: south fork
WSU: Washington State University
WWTP: wastewater treatment plant
WTP: water treatment plant

Table 7. PBAC Water Supply Alternatives Decision Matrix

Anchor QEA Final Alt#	Alta/ Jacobs #	Anchor QEA 2017 ID Summary Table	Project Type	Project Title	Project Description	Screening Criteria										Total Score (Sum of Score x Weight)	Updated Rank for each Interim Step	Updated Rank by Alternative
						A. Unit Cost of Supply (based on \$/AF)	B. Long-Term Supply Reliability	C. Technical Certainty of Success	D. Property Acquisition	E. Permitting Complexity – Water Rights	F. Permitting Complexity – Environmental	G. Extent of Regional Agreements Required	H. Public Acceptability	I. Surface Water Quality Impacts	J. Aquifer Water Quality Impacts			
						9	10	6	6	6	6	4	8	6	6			
1		11	Surface Water Alternative	Snake River (Pipeline to Pullman and Moscow) Direct Use	Direct diversion from Snake River; Surface water pumped and conveyed to treatment; Treated surface water delivered to Pullman and Moscow potable water system	(0.00)	3	3	1.5	1	0	1	1	1	3	99	7	4
	1A 1B			WTP, Pipeline to Pullman WTP expansion, Pipeline to Moscow														
	2A	14	Aquifer Recharge	Moscow: Paradise Creek and/or South Fork Palouse River AR	AR with in-city surface water diversion; Treatment; Active injection of treated water in Moscow AR wells during spring runoff	0.68	1.5	2	1.5	2	0	3	1	3	1	98.1	8	
	2B	8	Surface Water Alternative	Pullman & Moscow: North Fork Palouse River Direct Use	Direct diversion from NF Palouse River in WA; Surface water pumped and conveyed to treatment north of Pullman; Treated water conveyed to both City of Pullman and City of Moscow potable water systems	1.69	1.5	3	1.5	2	1	1	2	1	3	119.2	4	
	2B1 2B2			WTP, Pipeline to Pullman WTP expansion, Pipeline to Moscow														
2 Total						1.50	1.5	2.8	1.5	2.0	0.8	1.4	1.8	1.4	2.6	115		3
	3A	16B	Surface Water Alternative	Pullman: SF Palouse River Direct Use	Direct Diversion Using Winter/Spring Runoff Direct Diversion from SF Palouse River; Treatment; Delivery to City of Pullman Water System during late winter and spring runoff	1.84	1.5	3	1.5	2	1	3	2	1	3	129	2	
	3B	1	Surface Water Alternative	Moscow: Flannigan Creek/reservoir Direct Use	Flannigan Creek; Reservoir stored water pumped and conveyed to treatment; Treated water discharged directly to City of Moscow potable water system	0.66	1.5	1	1.5	2	0	3	2	3	3	112	6	
3			Total			1.11	1.5	1.8	1.5	2.0	0.4	3.0	2.0	2.2	3.0	118		2

Table 7. PBAC Water Supply Alternatives Decision Matrix

Anchor QEA Final Alt#	Alta/ Jacobs #	Anchor QEA 2017 ID Summary Table	Project Type	Project Title	Project Description	Screening Criteria											Total Score (Sum of Score x Weight)	Updated Rank for each Interim Step	Updated Rank by Alternative
						A. Unit Cost of Supply (based on \$/AF)	B. Long-Term Supply Reliability	C. Technical Certainty of Success	D. Property Acquisition	E. Permitting Complexity – Water Rights	F. Permitting Complexity – Environmental	G. Extent of Regional Agreements Required	H. Public Acceptability	I. Surface Water Quality Impacts	J. Aquifer Water Quality Impacts				
						Weight (1-10):													
						9	10	6	6	6	6	4	8	6	6				
3	3A	16B	Surface Water Alternative	Pullman: SF Palouse River Direct Use	Direct Diversion Using Winter/Spring Runoff Direct Diversion from SF Palouse River; Treatment; Delivery to City of Pullman Water System during late winter and spring runoff	1.84	1.5	3	1.5	2	1	3	2	1	3	129	2		
2	2A	14	Direct Use	Paradise Creek - Moscow	NEW - Direct Use	0.68	0.0	3	1.5	3	0	3	2	3	3	115.1	5		
4	4E	31	Conservation Measures	Moscow Conservation Measures	Sum of all conservation measures from the 2015 Moscow Conservation Plan	2.38	3	1	3	3	3	3	3	3	3	183	1		
		32	Conservation Measures	Pullman Conservation Measures	Sum of all conservation measures from the 2014 Pullman Water System Plan														
		33	Conservation Measures	WSU Conservation Measures	Sum of all conservation measures from the 2008 WSU Water System Plan														
			Conservation Measures		Other conservation (calculated so conservation = 609 MGY)														
Mod 4 (B)		Total				1.79	1.70	2.35	1.99	2.52	1.46	3.00	2.33	2.04	3.00	144		1	

Notes:
Base table from Anchor QEA et al. (2017)
AF: acre-feet
ASR: aquifer storage and recovery
AR = aquifer recharge
MGY: million gallons per year
NF: north fork
SF: south fork
WSU: Washington State University
WTP: water treatment plant

Section 8 Funding Strategy

A funding strategy must be developed commensurate with the selection of the final alternative. Funding and financing options to implement a supplemental water supply alternative and recommended steps to further refine a preliminary financing strategy are provided the *Financing Investigation Memorandum* (Appendix K), including details of the funding strategy development. Key elements of the memorandum include:

- Four-step financial planning process for significant capital investment projects, with emphasis on the first two steps of the process critical to advancing financial planning for the project: Step 1 - Prioritizing Goals and Step 2 - Identifying Strategies and Options
- Preliminary findings on funding and financing mechanisms

There are four general potential funding sources:

- Grants
- Municipal agency or special purpose district funds
- State level funding
- Federal funding

PBAC and the entities need to make three key decisions to further advance the financing strategy:

1. Identify and weigh goals/objectives of a financing plan.
2. Determine which of the four alternatives will be implemented.
3. Decide which entity or combination of entities will be responsible for the financing; PBAC is not authorized to issue bonds or incur debt.

Section 9 Conclusions

The purpose of the water supply alternatives refinement project was to conduct outreach, refine the water supply alternative projects, and recommend the top one or two water supply alternatives. This was accomplished by conducting outreach, filling the water rights data gap, identifying fatal flaws related to water rights and fisheries, identifying interim steps, indexing costs to 2021 dollars, comparing the alternatives, and evaluating funding strategies. Conclusions from this effort are described below.

Outreach: The increased outreach efforts to the public providing education on the status of the aquifer and the water supply alternatives refinement project is raising awareness and interest. State and tribal agency engagement with this project is helping identify processes and concerns, and keeps them apprised of the project.

Water rights: The legal availability of water appears to be present with the alternatives based on the preliminary water rights investigations (Snake River was not included in the investigation). In addition, the alternatives would require new water rights because there are insufficient existing water rights available to purchase to fulfill the supply target.

Fatal flaws: The alternatives refinement investigation did not reveal any fatal flaws during the water rights investigation or in discussions with the various state and fisheries agencies, with the following items of note. Nez Perce tribal water rights claims in the Palouse Basin in Idaho, if approved, could potentially impact water availability for the projects with water from Idaho. State

fisheries agencies expressed concerns with the smaller water bodies having sufficient availability to meet both flows for aquatic needs and needs of the water supply alternative. The fisheries agencies will review this report and provide comments soliciting discussions for next steps.

Interim steps: Each alternative has interim steps that are either distinct projects that different communities could implement or linked projects that could be phased as the supply need and funding increases. Communities would share a water source in the linked projects. In addition, a new Modified Alternative 4 is introduced to replace Alternative 4. Modified 4 is more cost effective and incorporates feedback from the public in that it does not include ASR or AR.

Current costs: 2021 costs for Alternatives 1, 2, 3, and Modified 4 for the alternatives as a whole:

- Capital costs (rounded to the nearest million): \$74 – 110 Million
- Annual O&M costs (rounded to the nearest hundred thousand): \$1.6 – 6.0 Million
- Total Present Value Costs/AF (rounded to the nearest thousand): \$27 – 67 Thousand

Alternative comparison:

Alternative 1 has the highest capital cost, O&M cost, and total present value \$/AF of annual supply, and it also ranks the lowest in the 10-criteria decision matrix (i.e., the lowest score), which includes a cost criterion. However, this option had preliminary favor with the state fisheries agencies due to the volume of water in the river compared to the proposed withdrawal amounts. The national fisheries agencies agreed the amount of water proposed for diversion from the Snake River is considered rather minimal.

Modified Alternative 4 had the lowest capital cost, O&M cost, and total present value \$/AF of annual supply, and it also ranks highest in the decision matrix. However, this option has the lowest reliability of water availability, and until instream flows are determined, it is unknown if there is sufficient physical availability of water as determined by the state fisheries agencies. Though in-stream flow mitigation is possible, it would require additional cost and likely extend the schedule of the project.

Funding strategies: A funding strategy needs to be developed. There are opportunities for funding the alternatives, and upon selection of an alternative and governance structure, a funding strategy can be developed. The strategy is likely to include a blend of funds and revenue that will need to consider the communities ability-to-pay, revenue sources, and external funding sources.

Section 10 Recommendations

There is no single alternative that stands out appreciably. However, based on the ranking and feedback from the agencies, Alta recommends PBAC move forward to the next steps with Modified Alternative 4 (ranked first) and either Alternative 1 (ranked last) or Alternative 3 (ranked second). Alternatives 1 and 3 provide a larger water supply which offers an option if it is determined there is an insufficient water supply with the top-ranked alternative. Alternative 1 is preliminarily favored with fisheries agencies, yet Alternative 3 ranked second in the matrix and is expected to contain a large supply of water which may also find favor with the fisheries agencies. The alternative that will ultimately be implemented is more likely to depend on funding, site-specific issues such as water availability and property availability, and the preference of local governments.

The recommendation is to focus attention and resources on the selected one to two alternatives for further technical and non-technical refinement. Non-technical elements may include leadership and agency support, public input, and funding availability, etc. The other alternatives are still viable and may be considered, should findings from the refinement process indicate the need. In addition, new information like major project cost changes could result in a shift in focus. For example, if a local utility was to include a pumped storage option on the Snake River, Alternative 1 may have a significant cost reduction potentially making this alternative more favorable.

To evaluate the affordability of a water supply alternative for the communities, Alta recommends conducting a water utility rate study on the alternative(s) chosen to move forward. The results of the study may influence the alternative selection.

Section 11 Near-Term Next Steps

The water supply alternatives are large projects, in both scale and cost. There are multiple steps that need to be taken and formal processes that must be followed before a project is selected and ready for implementation. This section focuses on the near-term next steps. These steps include dissemination of this report, developing consensus amongst PBAC members on an alternative(s) to focus attention and resources, developing a plan to further refine this alternative(s), and having discussions with community leaders, state and tribal agencies, and the public. Outcomes of the discussions reaching critical decision points which form the foundation of the project include:

- Obtaining consensus amongst the PBAC representative entities on which alternative(s) to move forward
- Obtaining consensus amongst the state agencies on which alternative(s) to move forward and determining the final authority over the project (i.e., who has the final say over which alternative moves forward)
- Determining a governance structure, utility, or Joint Powers arrangement to enable funding and regulatory negotiations and to determine responsibility for next steps with implementation
- Developing a funding strategy and evaluating how to equitably pay for the alternatives amongst the entities and their constituents
- Developing an implementation plan for the alternative that includes additional public engagement
- Creating a written agreement between the communities (ex. memorandum of understanding) for implementation of the preferred alternative
- If PBAC and the entities choose to move forward with Alternatives 1 or 2, seeking guidance from the states for how to legally move water from Washington into Idaho

Engagement is crucial for maintaining the momentum toward selection and implementation of a water supply alternative. PBAC will continue to spearhead the development of an alternative water supply project, and in keeping with their mission they will conduct education and outreach. The community can be certain they will have opportunities to provide feedback throughout the process.

Following the near-term next steps or somewhat in parallel, funding could be secured to conduct certain project preliminary work (ex. water utility rate study, water quality/quantity investigations,

pipeline route study, site selection). Development of longer-term planning steps (ex. project funding, water rights acquisition) will occur as the process progresses and after key decisions are made.

Section 12 References

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- Anchor QEA, 2019a. Memorandum to Washington State Department of Fish and Wildlife regarding Palouse Groundwater Basin Water Supply Alternatives – Washington State Department of Fish and Wildlife Information Request. April.
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- Anchor QEA, 2020. Memorandum to PBAC regarding Endangered Species Act Permitting and Mitigation Strategy Technical Memorandum. February.
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- Kirkpatrick, L., 2022. Improving Public Perceptions of Water Resource Policies Through the Use of Online Simulations and Visual Design. Washington State University Master’s Thesis. May.

PALOUSE BASIN AQUIFER committee

The **Final Report of the “Palouse Groundwater Basin Water Supply Alternatives Report” with Appendices**, is too large via email. Please click on the link below to view:

[Alta_PBAC_Water Supply Alternatives Refinement Report Final_081322.pdf - Google Drive](#)

Any issues accessing the Google Drive Document, please email pbac@uidaho.edu.

Once adopted, the final report with and without appendices will be uploaded to the PBAC website.

Appendix A
Outreach Plan for the Water Supply Alternatives

Appendix B
Outreach Campaign Booklet: Conserve Stabilize Thrive

Appendix C

PBAC Awareness Poll Findings

Appendix D

Social Media Analytics

Appendix E
Summary of PBAC-Ecology Discussion June 7, 2021

Appendix F
Water Rights Investigations for Idaho and Washington

Appendix G

Fisheries Agencies Discussions

Appendix H

Interim Steps Memoranda

Appendix I
Summary of PBAC February 2022 Decision Matrix Workshop

Appendix J

Criteria for Comparing Projects

Appendix K

Financing Investigation