



Moscow City Council Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

Council Chambers

7:00 PM

August 6, 2018

206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; 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. Thank you for your interest in City government.

Pledge Of Allegiance

1. Consent Agenda

A. Approval Of Moscow City Council July 16, 2018 Minutes – Laurie M. Hopkins

Documents:

[CITY COUNCIL MINUTES OF JULY 16, 2018.PDF](#)

B. Amended Fair Housing Resolution - Bill Belknap

The City of Moscow promotes equal opportunity in housing within the community through a number of activities including the passage of City Resolutions documenting the activities the City undertakes to affirmatively promote fair housing within the City. The City passed Resolution 2018-02 on February 20, 2018 for that purpose, but due to an oversight, the additional protections against housing discrimination based upon sexual orientation and/or gender identity/expression prohibited pursuant to Moscow City Code Title 10, Chapter 19, were omitted. Staff has prepared a revised Resolution to correct this error for the Council's consideration. This was reviewed and recommended for approval by the Administrative Committee on July 23, 2018.

ACTION: Approve the proposed revised Resolution.

Documents:

[AMENDED FAIR HOUSING RESOLUTION.PDF](#)

C. Trindera Engineering Master Agreement For Professional Services - Les MacDonald

The Public Works Department wishes to retain the firm of Trindera Engineering, Inc., of Coeur d'Alene, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Services Agreement will allow the City to retain Trindera for ongoing and upcoming design work. This was reviewed and recommended for approval by the Public Works/Finance Committee on July 23, 2018.

ACTION: Approve the Master Services Agreement for professional services by Trindera Engineering, Inc.

Documents:

[TINDERA MASTER AGREEMENT.PDF](#)

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments

4. Public Comment And Mayor's Response Period (Limit 15 Minutes)

5. Citizen Commission Report – Sustainable Environment Commission – Tyler Palmer / Steve McGeehan

6. Public Hearing: City Of Moscow's FY2019 Annual Budget - Gary J. Riedner

Staff will present the proposed City of Moscow FY2019 balanced budget in the amount of \$85,843,465 considered by the City Council at their workshop held July 9, 2018. Included for consideration is the FY2019 Annual Appropriation Ordinance and the L-2 property tax certification in the aggregate amount of \$5,666,358.

PROPOSED ACTIONS: Conduct the public hearing upon the approved FY2019 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented:

- A. 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 other such action deemed appropriate.
- B. Authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$5,666,358; or take other such action deemed appropriate.

Documents:

[FY2019 BUDGET.PDF](#)

7. Public Hearing: FY2019 Proposed Fee Resolution - Gary J. Riedner

Any fee increase being proposed by more than 5% or any new fees require a

public hearing pursuant to Idaho Code 63-1311A. Additionally, pursuant to Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided. Staff will discuss proposed fee increases for the FY2019 budget year. The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance. This was reviewed by the Public Works/Finance Committee on July 23, 2018 and forwarded to the City Council for public hearing.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the attached resolution with or without changes or take other such action deemed appropriate.

Documents:

[FY2019 FEE RESOLUTION.PDF](#)

8. Proposed Public Art Location - C & Main Streets - Kathleen Burns

The Public Art Master Plan has identified the highest priority location for the next planned installation of public art in Moscow to be the North City Entry - the north couplet near the intersection of Main and C Streets. Per the Public Art Guidelines; Identification of Public Art Projects, this location has been reviewed by the City staff who have also consulted with the Moscow Arts Commission. The Commission is in favor of pursuing a project at the proposed location. Additionally, City staff has contacted the Idaho Transportation Department (ITD) as the project area is adjacent to the State's right-of-way and they are open to proceeding with an installation at the location.

The estimated timeline of the project, once approved, is 10 months. In an attempt to complete the project given the anticipated timeline and to plan for a potential dedication event at the 2019 Artwalk event, planning for this project is proposed to move forward in FY2018. The project is proposed in the FY2019 budget for up to \$30,000. Planning activities proposed for FY2018 will include defining the scope and possibilities for the project with no funds to be expended until FY2019 and pending budget approval. This was reviewed and recommended for approval by the Administrative Committee on July 23, 2018.

PROPOSED ACTIONS: Approve location of C and Main Street and initial planning for a public art installation at the site in FY2018 or take such other action deemed appropriate.

Documents:

[PUBLIC ART AT C AND MAIN STREETS.PDF](#)

9. Powers Avenue Cul-De-Sac Rights Of Way Dedications – Les MacDonald

The Palouse Prairie Charter School is proposing to construct a new school building at 406 Powers Avenue. On December 18th 2017 the Board of Adjustment Approved the Palouse Prairie Charter School Conditional Use Permit (CUP) with the condition that the school dedicate rights-of-way for and construct a 96-foot diameter cul-de-sac at the terminus of Powers Avenue prior to any building permits being issued upon the property. As designed, the

proposed cul-de-sac design will be located partially on the Palouse Prairie Charter School property and partially on a lot owned by The Indian Hills Trading Company. The Indian Hills Trading Co. has agreed to dedicate the right-of-way with the sale of the land to Palouse Prairie Charter School. The City of Moscow will need to formally accept the dedication of property for right-of-way purposes to enable its use as a public turnaround on Powers Avenue.

It should be noted that the attached Deeds of Dedication have yet to be approved as to form by the City Attorney. Any modifications deemed necessary by the City Attorney will be made prior to the City Council meeting of August 6th, 2018. This item was expedited by Staff to avoid delaying the issuance of the Palouse Prairie School's building permit.

PROPOSED ACTIONS: Accept the rights of way dedications from the Palouse Prairie Educational Organization and The Indian Hills Trading Co.; or take such other action deemed appropriate.

Documents:

[POWERS AVE CULDESAC ROW DEDICATION.PDF](#)

10. Mountain View Road Grind & Inlay - 2018 Bid Results - Les MacDonald

Moscow Public Works solicited for bids on the Mountain View Road Grind and Inlay Pavement Preservation Project on July 23, 2018. The base bid for the project will improve the deteriorated segment of Mountain View Road from its intersection with East Sixth Street to Joseph Street. The project will remove a portion of the existing asphalt, install a pavement overlay geotextile fabric, and place approximately 4,104 square yards of a 2.5-inch thick asphalt pavement overlay. An "Add Alternate Bid" was added to allow for paving of the North lane of White Avenue from approximately 140' east of State Highway 8 to the intersection of White Avenue and Blaine Street. The White Avenue work includes 2,063 square yards of full depth (4-inch) asphalt pavement which was removed during the installation of the 2018 White Avenue water line replacement project.

The contract construction period is scheduled at ten (10) calendar days for the Base Bid and five (5) calendar days for the Bid Alternate. The bid solicitation included the requirement that the Mountain View work be completed by September 28, 2018 and the White Avenue work be completed by September 3, 2018 to avoid complications with the additional White Avenue traffic during the Latah County Fair (September 13-16).

The total Engineer's estimate was \$164,697, which consisted of \$97,997 for the Mountain View base project and \$66,700 for the White Avenue alternate project.

Bid opening for the project took place on Friday, July 27, 2018, at which two bids were received. Motley-Motley was the apparent low bidder on the project, with bids of \$90,618 for the base project and \$58,882 for the White Avenue alternate. Poe Asphalt submitted bids in the amounts of \$101,263.20 for the base project and \$67,306 for the White Avenue alternate.

PROPOSED ACTIONS: Accept the lowest responsive bid from Motley-Motley, award the contract for both the base project and the add alternate in the amount of \$149,500, and authorize staff approval for construction change

orders in an amount not to exceed 10% of the contract amount; or take such other action deemed appropriate.

Documents:

[MOUNTAIN VIEW GRIND AND INLAY.PDF](#)

11. Third Street Pedestrian Bridge Schedule - Les MacDonald

During the July 16th City Council meeting two motions were approved related to the installation of a temporary pedestrian bridge and a permanent multimodal bridge across Paradise Creek at Third Street. This discussion item will serve to provide further clarification on the schedule for implementation of these projects.

PROPOSED ACTIONS: Discuss the proposed schedules for the implementation of the two Third Street Bridge projects and provide Council direction on implementation schedules; or take other action 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

www.ci.moscow.id.us

208.883.7015

Monday
July 16, 2018

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 PM

PRESENT: Kathryn Bonzo Council President, Gina Taruscio Council Vice President, Art Bettge Councilmember, Jim Boland Councilmember, Brandy Sullivan Councilmember, Anne Zabala Councilmember, Bill Lambert Mayor

STAFF: Gary J. Riedner, Mia Vowels, Les MacDonald, Bill Belknap, James Fry, Mike Ray, Dwight Curtis, David Schott, Tyler Palmer, Nichole Baker, Laurie M. Hopkins

Pledge of Allegiance

Councilmember Taruscio led the Pledge of Allegiance

1. Consent Agenda

A. Approval of Moscow City Council June 18, 2018 Minutes – Laurie M. Hopkins

B. Disbursement Report for June 2018 – Gary J. Riedner

Presentation of the Accounts Payable Report for the month ending June 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

ACTION: Approve the Disbursements Report for the month of June 2018.

C. Third Quarter Financial Report (April 1, 2018 to June 30, 2018) for FY2018 – Gary J. Riedner

Presentation of the financial report for the third quarter of FY2018 (April 1, 2018 to June 30, 2018). This was reviewed and recommended for approval by the Public Works/Finance Committee on July 11, 2018.

ACTION: Approve the report.

D. Great West Engineering Master Agreement for Professional Services – Les MacDonald

Public Works wishes to add the firm of Great West Engineering, Inc. of Helena, Montana to our consultant roster so that any future design work for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Agreement has been created for this purpose. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

ACTION: Approve the Master Services Agreement for professional services by Great West Engineering, Inc.

E. Keller Associates Master Agreement for Professional Services – Les MacDonald

The Public Works Department wishes to retain the firm of Keller Associates, Inc. of Meridian, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. Keller's original Master Agreement was executed

Minutes Acceptance: Minutes of Jul 16, 2018 7:00 PM (Consent Agenda)

on June 27, 2016 and has recently expired. The attached second Master Agreement will allow the City to continue to retain Keller for ongoing and upcoming design services. This item was reviewed and recommended for approval by the Public Works/Finance Committee on July 9, 2018.

ACTION: Approve the Master Services Agreement for professional services by Keller Associates, Inc.

F. Moscow School District Community Playfields Pathway Project - David Schott

The City issued a solicitation for bids to four (4) concrete contractors on June 7, 2018 for the Moscow School District Community Playfields Pathway Project. The base bid for the project includes the installation of an eight (8) foot concrete pathway from the northwest corner of the existing parking lot to Field 4 to the north and an add alternate #1 to relocate an irrigation system lateral. The origin of the project was a request from the public to provide American with Disabilities Act (ADA) compliant access to Field 4. The FY2018 budget for the project is \$32,000 for an ADA compliant pathway to Field 4 and will be expensed from 121-185-30-658-20, R & M Grounds - Moscow School District Community Playfields. One (1) bid proposal was received with a base bid of \$22,896.50 and alternate #1 of \$430. The Public Works / Finance Committee reviewed and recommended approval on July 9, 2018.

ACTION: Accept the low bid from McCall's Classic Construction, Inc., award the contract in the amount of \$23,326.50 for Base Bid and Add Alternative No. 1, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

G. Itani Park Professional Engineering Services Agreement - David Schott

The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250. The funding source is the Hamilton Fund, and was approved through the FY2018 budget. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process. The purchase of playground equipment and rubber safety tiles was approved by City Council on June 18, 2018. The next step in the project is to construct a pad for the playground equipment and an accessible path to the playground equipment. Due to the topography and the drainage of the park, professional engineering services are required for the pathway design to meet the Americans with Disabilities Act (ADA) and ensure proper drainage. The Public Works / Finance Committee reviewed and recommended approval for the Itani Park Pathway Project on July 9, 2018.

ACTION: Approve agreement with Hodge and Associates for design services to incorporate an accessible route through Itani Park and an estimate of construction costs for the Itani Park Pathway Project at a cost of \$4,250 with funding source from the Hamilton Fund.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

2. Staff Recognition Report - Gary J. Riedner

Riedner explained the qualifications for the PRIMA training and award and presented it to Mia Vowels.

At the Association of Idaho Cities (AIC) conference, the City of Moscow received two awards. The

Local Highway Technical Assistance Council Innovation Idea Award was presented to Tyler Palmer on behalf of the Streets Department for the Inland NW Streets Maintenance Coop. Palmer explained the motivation for this program was that street maintenance is challenging for a small town as mobilization is difficult. The department looked at how to cooperate with other local entities. He commended Tammy Gray as she keeps this program.

Also awarded was the City Achievement award for the public works fair which is a public outreach program. Nichole said the public works fair wouldn't be possible without the staff. MacDonald recognized Nichole as the heart and soul of this event.

3. Mayors Appointments

None offered.

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

None offered.

5. Citizen Commission Report - Human Rights Commission - James Fry / Ken Faunce

Fry said this year HRC has been very active doing social justice/education forums, movies and events. The Commission supported the Indigenous Peoples Day and pesticide free-zone in the parks. New this next year will be opiates and human rights, ally training workshops and a fundraising dance for the Kenworthy. The Commission continues to look at new human rights activities to make the community better for all.

6. Public Hearing: Proposed Rezone at 109 N Almon Street - Michael Ray

The applicant, Garrett Thompson, is requesting to rezone a 13,033 square foot parcel located at 109 N Almon Street. The parcel is currently within the Multiple Family Residential (R-4) Zone which the applicant is proposing to change to the Neighborhood Business (NB) Zone.

The Planning & Zoning Commission conducted a public hearing on June 27, 2018 and recommended approval of the rezone request.

PROPOSED ACTIONS: After conducting the public hearing and consideration of 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.

Ray introduced the rezone application from, R-4 to Neighborhood Business (NB), showing the neighborhood with an aerial of the property. He described the purpose of the Urban Mixed Comprehensive Plan designation. The NB zoning is the lowest intensity of commercial zones and the purpose is to serve the adjacent neighborhood. Water and sewer capacity is sufficient but both streets have deficient sidewalks. Ray listed the relevant criteria for a rezone. A neighborhood meeting was held as well as a public hearing at Planning and Zoning Commission (PZC). The PZC recommended approval with no conditions. The Comprehensive Plan points you where NB is appropriate. The principle uses are predetermined to be compatible with the neighborhood. The Comprehensive Plan says parking should be reduced but with the bike and pedestrian activity in the area but this property will still require 100% parking as required by the zoning code. The intent statements are guidelines on what can occur on the property so long as they are allowable uses. It is not intended to create a community centric business and does not control who will be visiting the business.

The public hearing was opened at 7:34 p.m.

Garrett Thompson, Thompson Development, 101 Pinecrest Rd Moscow, thanked the Council, Mayor and staff. This request is consistent with the Comprehensive Plan and seems like a natural fit. The property is currently owned by Blum and he is support of the rezone. Thompson Development is in the process of purchasing. Noel Blum attended the neighborhood meeting and the PZC meeting but was not able to attend tonight.

Victoria Seever, 121 Lilly St Moscow, believes rezoning this property is a poster child for this urban mixed and reuse. It has plenty of residential to serve. She watched three segments on PBS on cities and streets that changed America. Trend now is towards urban mix. NB parking is contained and not 24 hours a day. As a business she feels it has the opportunity to become special.

The public hearing was closed at 7:40 p.m.

Belknap confirmed a parking lot is a principle use in the NB zone and Sullivan was concerned about that as a possibility. Other council members commented the NB zone is a good fit for the area, will serve the neighborhood well, and appreciate hearing from a neighbor of the property. Sullivan also believes it makes sense for the transition of the property but has a hesitation that it could be converted to a parking lot. Council does have the authority to limit uses be entering into a development agreement but would have to articulate why the limitation is on a principle use on this property that no other NB property has. More comments from the Council were: don't think too much consideration should be placed on something that most likely won't happen; the structure was left there for a plan; sets a bad precedent for other NB properties; image that Moscow is returning to a non-friendly town to try to reuse land that is otherwise blighted. Sullivan said the citizen comments of safety and transitions that would not be resolved if it became a parking lot. A couple of the residents at the PZC said parking was an issue in the area.

The proposed Zoning Ordinance was approved by roll call vote under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary including adoption of the Planning and Zoning Commission Reasoned Statement of Relevant Criteria.

RESULT:	ADOPTED ON FIRST READING W/SUS [UNANIMOUS]
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Art Bettge, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

7. Bid Award 5339 Grant Shelters - 2018 - Nate Suhr

The City published an advertisement for bids on June 16, 2018 for the 5339 Grant Shelters - 2018 Project. The base bid for the project provides for the assembly and installation of six (6) owner furnished, pre-manufactured shelters: Three (3) 5' x 10' bus shelters, two (2) 5' x 14' bus shelters, and one (1) 12' x 18' bicycle shelter at City Hall. It will also includes the installation of trash receptacles, two-tiered bicycle racks, a bicycle repair station, and one (1) owner furnished, pre-manufactured bench. This project also includes reinforced concrete support slabs, retaining walls, adjoining sidewalks, and some necessary electrical work. The Engineer's estimate for the project was \$98,502.32

Bid opening for the project took place on July 3rd, 2018, at which three responsive bids were received. Of the responsive bids received, numbers ranged from \$98,624.82 to \$142,893.82. McCall's Classic Construction was the low bidder on the project with a bid of \$98,624.82. See attached bid tabulation.

On December 18, 2017, the City Council approved the Grant Project Funding Agreement for the ITD 5339 Bike and Bus Shelter grant in the amount of \$141,000, including \$114,800 of federal funds and \$26,200 in local match. These funds will be appropriated in the August 2018 open budget process, along with the appropriation for expending the funds. This item was presented to the Public Works/Finance Committee on July 9, 2018 and recommended for approval.

PROPOSED ACTIONS: Accept the low bid from McCall's Classic Construction, award the contract in the amount of \$98,624.82, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

MacDonald introduced the item going over the locations of the bus shelters. The shelter at City Hall will include a 2-tier bike rack and a repair station. MacDonald went over the bids as stated above. The difference in the grant and bid amount will cover the equipment that has already been pre-ordered. The low bid from McCall's Classic Construction, the award of the contract in the amount of \$98,624.82, and authorization of staff approval for construction change orders in an amount not to exceed 10% of the contract amount was approved by roll call vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Jim Boland, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

8. Third and Adams Streets Raised Crosswalk - Les MacDonald

The Third Street Corridor Multimodal Improvements Program includes multiple pedestrian, bicycle, and vehicular infrastructure enhancements on Third Street between Washington Street and Mountain View Road. Much of the work is included in a pending project which will address curb bulbs, raised pedestrian crosswalks, center medians, sidewalks, and other features between Adams Street and Mountain View Road. That project is anticipated be advertised for bids fairly soon. Due to the lateness of the season it was deemed by staff to be appropriate to advance the work for the installation of the raised pedestrian crossing on the east side of the Adams Street intersection so as to be able to complete the installation prior to the start of the school year. This work is of a small enough scale that it does not require formal bidding, so bids for the construction services were solicited from local firms. McCall's Classic Construction has been selected to perform the work. This item was presented to the Public Works/Finance Committee on July 9, 2018 in report form.

PROPOSED ACTIONS: Accept the bid from McCall's Classic Construction, award the contract in the amount of \$49,995.75, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or take other action deemed appropriate.

MacDonald introduced the item as written above and provided a presentation of the Plan C concept, Alta recommendation and the engineering for the final project. The bid from McCall's Classic Construction, award of the contract in the amount of \$49,995.75, and authorization for staff approval for construction change orders in an amount not to exceed 10% of the contract amount was approved by roll call vote.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

9. Third Street Bridge Bid Opening - Les MacDonald

The City published an advertisement for bids on June 16, 2018 for construction of the Third Street Bridge Project on each of two alternative construction schedules. The base bid for the project includes

installing a new 44-foot bridge over Paradise Creek along Third Street with approximately 200 feet of roadway and sidewalk improvements and illumination.

Under the base bid, the Notice to Proceed would be issued to the contractor on the earliest possible date following the execution of the construction contract. Substantial completion of all work is required within 150 calendar days with an allowance for the contractor to suspend work during the winter months. The contractor could begin construction this fall, and either complete the project immediately or implement a winter shut-down with the contract time temporarily suspended.

Under the Alternative Bid, the Notice to Proceed date would be delayed until the 2019 construction season, but would be issued no later than May 1, 2019, again allowing 150 calendar days to complete the work.

Keller Associates, the design engineer on the project, provided an Engineer's estimate for the project on June 14, 2018, of \$598,906.00.

The two responsive bids received were opened on Tuesday, July 10th. The apparent low bid was submitted by Clearwater Construction and Management Company of Spokane, Washington in the amount of \$920,957.10 for both the base and alternate. The bids received from NNAC Construction of Coeur d' Alene, Idaho were \$976,895.39 for the base and \$976,166.97 for the alternate.

A complete bid tabulation is attached.

PROPOSED ACTIONS: Reject all bids and provide staff further direction, or take such other action deemed appropriate.

MacDonald introduced the item as written above. Staff recommendation is to reject bids. Presuming they are rejected, staff can look into the project, ask contractors why the bids were so high, and make determinations on how to modify the project in its configuration and design or how advertised. With summer months not being a very good time to advertise, after review of the components, staff could advertise later this year or early 2019 with construction in 2019.

Mayor Lambert stated that he was dismayed with the difference between the engineering estimate and bids. MacDonald explained the City Engineering Department had expressed concerns with Keller's estimate and Keller did revise it a bit. Perhaps they did not recognize the climate of bidding. Bonzo pointed out the mobilizations in the bids as well as the engineers estimate are not even close in amounts. MacDonald said perhaps a winter shut down and having to mobilize more than once may be a determining factor.

Boland moved and Bonzo seconded to reject the bids. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Boland said he is still in support of the multi-modal bridge but the likelihood of a lower bid in the next year is pretty low. He moved to direct staff to find and install a portable/temporary pedestrian/bicycle bridge to connect improvements to Mountain View Rd with the following parameters: purchase of the structure be complete by end of fiscal year 2018; the cost of the structure to be under \$50,000 to avoid the bidding process; and the bridge be open to the public by end of calendar year. Sullivan seconded the motion.

Boland explained when the City is able to obtain funding for the multi-modal bridge, the temporary bridge could be picked up and moved to Hello Walk. Boland stated that he had spoken with two bridge companies and received quotes. He gave details about the bridges and companies. The temporary bridge

cost would come out of monies that has been budgeted.

Riedner pointed out there could be other work that may be required that would add to the cost. He is also concerned if the desire is to have an economical bridge, if the cost comes in above \$50,000 we will have to step back and rid the project. A project cannot be broken up into components in order to avoid the public bidding process. Perhaps staff can research the components and bring back to committee next week. Belknap provided costs of the College Street bridge which was installed in 2012 at a cost of \$41,000 including fabrication and another \$24,000 for other costs. The temporary bridge specifics were discussed.

Bettge felt that investing in the Third Street corridor improvements and other facilities, he would hate to put a temporary bridge in and have it end. He feels the designation of “temporary” needs to be recognized. He is in favor of staff figuring out if a temporary bridge is feasible.

Sullivan felt another benefit with the corridor improvements is receiving impacts of ridership.

Riedner recapped that \$580,000 was budgeted in FY2018, \$100,000 has been used for design and engineering costs, and previous private donations have been returned to the donors. The balance remaining is \$487,809.50 and if the intent is to use those funds for the temporary bridge, that amount will be further reduced. There is capacity to redirect the accumulated funds but the question is where do we go? Riedner explained budget options but needs direction whether the Council intends to bid the multi-modal bridge again. Discussion ensued.

Boland feels it is extremely unlikely to get the bids low enough in the next year. Bonzo would like it to go out for bid again. A temporary bridge is good to get people interested in using the corridor but is concerned the funds for the installation of a multi-modal bridge won't be there to bid immediately. Riedner said as long as the balance stays the same as it has a project identified, until Council directs staff to put the funds somewhere else. Boland explained the effect is less than \$100,000. He sees this temporary bridge won't preclude us from finishing a project within a year if we receive a favorable bid. The temporary bicycle/pedestrian bridge is so that something happens immediately to tie the improvements together.

Taruscio doesn't see a temporary bridge being only \$50,000, especially with installation costs. She is concerned a temporary bridge becomes in lieu of a multimodal. Boland said his intent is to find the least cost for a bridge.

Riedner said motion is to direct staff, and staff can review and see if the Council's direction is possible and report back to committee. Engineering may be required and staff should be able to determine what is necessary. MacDonald said there would be components required for a temporary bridge as well. Geotechnical work is complete but would need to be reassessed particular to this structure. The City would have to go back to the permitting process with the Corp of Engineers. The design of the bridge itself is typically done by the manufacturer but for the substructure, that would have to be designed. The timing could be a challenge with it being winter in a creek bed. Riedner added that even though it is temporary, it still needs to meet standards. Staff can go through all the details and see if it is feasible but doesn't think the construction schedule is achievable, perhaps spring. Staff can bring a report back at the next Public Works/Finance Committee meeting.

Zabala feels the caveats may be difficult as they are very specific. Boland said Council can amend the motion at a later meeting if something is not feasible. Riedner feels staff knows what the Council is wanting and can get the research done and report back with the challenges. Bettge asked if there is still an understanding of pursuing other funding or bids for the permanent bridge at the same time. Boland felt it needed to be a separate motion.

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

Bettge moved and Taruscio seconded that simultaneously with the temporary bridge, the City continue to pursue grant funding or rebidding of a permanent multi-modal bridge. Riedner said Council can open the budget and find monies to meet the financial need. Bettge would like to rebid in the spring of 2019.

Roll Call Vote: Ayes: Five. Nays: One (Sullivan). Abstentions: None. Motion carried.

The meeting was recessed 8:48 p.m. and reconvened at 8:58 p.m.

10. Paradise Creek Floodplain Study Application Fee Approval - Bill Belknap

The City and Moscow Urban Renewal Agency have worked collaboratively on a flood study of a portion of Paradise Creek located between the South Main and Highway 8 crossings to update the regulatory floodplain to reflect the removal of several bridge structures which occurred 20 years ago. Staff is seeking authorization to fund the Letter of Map Revision (LOMR) application fee to allow the LOMR application to proceed.

After discussion with the City Supervisor, he is recommending that the additional \$8,000 could be funded from, the Non-Prioritized Projects line item, which has \$15,000 remaining, after prior Council-authorized commitments. This was reviewed by the Administrative Committee on July 9, 2018. The Committee authorized the expenditure of funds with a recommendation for ratification by the City Council at the July 16, 2018 City Council meeting.

PROPOSED ACTIONS: Ratify the authorization of \$8,000 from the Legislative Non-Prioritized Projects line item to fund the LOMR application fee, or take other such action deemed appropriate.

Belknap introduced the item giving background of the flood plain in the area. Twenty nine parcels are impacted by the current floodplain boundary and a lowering and/or reduction of the regulatory floodplain would significantly assist in the potential redevelopment of the impacted properties. Based on prior conversations with FEMA the bridges were removed in 1998 and the most current map was published in 2002. Staff believed there would not be a fee as it was an error on FEMA's mapping. After submittal, staff received information that the hydraulic analysis supporting the 2002 map was completed in 1997, prior to the bridges being removed. The state transportation department that completed the bridge removal did not submit a map revision to FEMA. Because of this, the application is a modification of the channel itself which requires a \$8,000 fee. The Administrative Committee authorized the expenditure of funds with a recommendation for ratification by the City Council. The full application fee is more the City's responsibility so the MURA is not partnering in this cost. The ratification of the authorization of \$8,000 from the Legislative Non-Prioritized Projects line item to fund the letter of map revision application fee was approved by roll call vote.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Anne Zabala, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

11. Small Office Commercial Sanitary Sewer Rate Pilot Program - Gary J. Riedner

The commercial sanitary sewer rate structure consists of classifications of rates based upon the type of commercial business, and the effect of the sanitary sewer discharge from that business upon the sanitary sewer system. For instance, the rate structure for a restaurant is based partially upon the discharge of cooking fats, oils and grease (FOG), which requires significant increased levels of

treatment, both in the sanitary sewer transmission infrastructure and wastewater treatment. This results in a base sanitary sewer rate that is charged to each business in that class, and actual use of the system is measured in increments of water usage by the business. For example, a business pays the base sanitary sewer rate monthly, and is charged a volume-based use fee for each additional 100 cubic feet of water use.

This system works well in most cases, as the business use of the sanitary sewer system is typically tied directly to the water used by the business. The one situation which causes inequities is the case where a business does not fluctuate significantly in its year-round use of water, except in its use of irrigation. While the use of water for irrigation is appropriately billed through water rates, the inequity exists because the use of irrigation water does not enter the sanitary sewer system. Under the current rate structure, there is no mechanism for decoupling the use of water to the use of sanitary sewer.

Staff has identified several, mainly office-type businesses, which fall into this category. Typical water use for these businesses range from less than 100 cubic feet per month to approximately 600 cubic feet per month. Staff is proposing creation of a new class of sanitary sewer rate in which all businesses in this class would be billed the base commercial sewer fee, plus use rate equal to 200 cubic feet of water use. This class will be piloted during the current irrigation season, while staff gathers data for analysis for use in proposing continuation of the pilot class rate, or an alternative class rate based upon the experience of the pilot program.

This item was reviewed by Administrative Committee on June 25, 2018, where in the Committee approved the recommendation from staff to implement the pilot program for the new rate classification and because of the current billing cycle and the fact that the July 2, 2018 City Council meeting was cancelled, to bring the action forward for Council ratification at the July 16, 2018 City Council meeting.

PROPOSED ACTIONS: Ratify implementation of the pilot program for the new rate classification for Small Office Commercial Sanitary Sewer Rate as outlined, or take such other action deemed appropriate.

Riedner said the Administrative Committee heard the idea of a new commercial sewer rate. He explained the inequity and proposal as written above. If a new business inquires about this class, Utility Billing and Water will investigate and make a recommendation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gina Taruscio, Council Vice President
SECONDER:	Art Bettge, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

Reports

City Council

Boland summarized his bicycle trek from Pacific to Atlantic.

1912 Facilities Committee - Boland reported the roof project is moving along with only sky lights to complete. A total of \$53,000 in change orders has been paid by Heart of the Arts Inc. The skylights must be custom made and should be done the second week of September.

Sustainable Environment Commission - Sullivan said the Commission received a presentation on pesticides at Otness Park and the possibility of a subcommittee; updated on the wisescape expansion outside City Hall.

Moscow Pathways Commission - Sullivan reported the Commission heard a presentation on Spin Bikes; finalizing bike tour on September 11.

Moscow Arts Commission - Bonzo reminded the Council the Art Fair is Wednesday. The Commission is working on the strategic planning policy and staff roles; Mayor's Arts Awards are scheduled for October 25; new banners within the health district.

Farmers Market Commission - Bonzo said they discussed oral history of the farmers market; discussed a rapid market assessment and survey coming up; farm visits also in the near future.

Palouse Knowledge Corridor - Bettge said they discussed modifying activities to include high school innovative students in the entrepreneurial realm. Also discussed adding a touch up portion for those that have already been through it.

Moscow Urban Renewal Agency - Bettge said they discussed potential sales of lots; work at Sixth and Jackson to improve ADA access.

Parks & Recreation Commission - Bettge said they discussed revitalization of blackbird station funding; Eagle Scout plans for interpretation signs for birds at Anderson Frontier Park; decrease use of pesticides where possible; a possible art project for the four foot stump at East City Park.

Planning & Zoning Commission - Zabala said they have had public hearings with another on July 11; proposed Legacy Crossing District plan amendment; discussed PUD base densities, expiration of land use applications and possible changes to notice requirements.

SMART Transit - Zabala said Committees are going to start meeting again.

The Council Members reported on other events and meetings as well.

Mayor

Mayor said he attended the Association of Idaho Cities conference where there were many good sessions. A 8-team Cal Ripken U-12 tournament took place in Moscow two weeks ago and the 16-team regional tournament is taking place this next weekend. Both have a great economic impact to Moscow. The regional breakfast was a success.

Staff

Riedner said the FY2019 workshop occurred, there will be no changes and will go to public hearing.

Adjourn to Executive Session per Idaho Code 74-206 (1)(B), (1)(C) and (1)(F) - The meeting will not reconvene.

Bettge moved and Bonzo seconded to adjourn to Executive Session at 9:32 PM.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
July 16, 2018**

Present: Mayor Lambert, Art Bettge, Jim Boland, Brandy Sullivan, Gina Taruscio, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Mia Vowels, City Attorney

The executive session was called to order at 9:35 p.m. and concluded at 9:58 p.m.

Minutes Acceptance: Minutes of Jul 16, 2018 7:00 PM (Consent Agenda)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/06/2018**Title:** Amended Fair Housing Resolution**Responsible Staff:** Bill Belknap

Information

DESCRIPTION: The City of Moscow promotes equal opportunity in housing within the community through a number of activities including the passage of City Resolutions documenting the activities the City undertakes to affirmatively promote fair housing within the City. The City passed Resolution 2018-02 on February 20, 2018 for that purpose, but due to an oversight, the additional protections against housing discrimination based upon sexual orientation and/or gender identity/expression prohibited pursuant to Moscow City Code Title 10, Chapter 19, were omitted. Staff has prepared a revised Resolution to correct this error for the Council's consideration. This was reviewed and recommended for approval by the Administrative Committee on July 23, 2018.

STAFF RECOMMENDATION: Approve the proposed revised Resolution.

PROPOSED ACTIONS: Approve the proposed revised Resolution.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

Res2018-02 Fair Housing - Amended(clean)

RESOLUTION NO. 2018 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENCOURAGE EQUAL OPPORTUNITY IN HOUSING FOR ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, GENDER, NATIONAL ORIGIN, DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION AND/OR GENDER IDENTITY/EXPRESSION; PROVIDING THIS RESOLUTION TO REPLACE RESOLUTION NO. 2018-02 AND BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law); and

WHEREAS, it is the policy of City to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children; and

WHEREAS, City has determined that discrimination on the basis of sexual orientation and/or gender identity/expression shall be prohibited pursuant to Moscow City Code Title 10, Chapter 19, in order to help ensure that all persons are afforded equal opportunities in housing; and

WHEREAS, City failed to include the Prohibited Discriminatory Acts in Moscow City Code Title 10, Chapter 19 to be included in Resolution 2018-02, which passed on the 20th day of February, 2018, and intends to correct this oversight by the passing of this revised Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. That, within available resources, City will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability, familial status, sexual orientation and/or gender identity/expression, to seek equity under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.
2. That City shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable State or Local laws or ordinances.
3. Said program will, at a minimum, include:
 - a. publicizing this Resolution;
 - b. posting applicable fair housing information in prominent public areas;

- c. providing fair housing information to the public;
 - d. preparing a fair housing assessment; and
 - e. declaring April as “Fair Housing Month”.
4. That this Resolution shall replace Resolution 2018-02 and become effective as of this _____ day of _____, 2018.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this _____ day of _____, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: Res2018-02 Fair Housing - Amended(clean) (1774 : Amended Fair Housing Resolution)

PUBLIC WORKS/FINANCE COMMITTEE AGENDA**Meeting Date:** 08/06/2018**Title:** Trindera Engineering Master Agreement for Professional Services**Responsible Staff:** Tyler Palmer

Information

DESCRIPTION: The Public Works Department wishes to retain the firm of Trindera Engineering, Inc., of Coeur d'Alene, Idaho from our consultant roster so that future design services for which the firm is selected may be contracted through a Task Order Agreement. The attached Master Services Agreement will allow the City to retain Trindera for ongoing and upcoming design work.

STAFF RECOMMENDATION: Approve the Master Services Agreement for professional services by Trindera Engineering, Inc.

ACTION: Approve the Master Services Agreement for professional services by Trindera Engineering, Inc.

Necessary Resources/Impacts

N/A

Attachments

MasterAgreement;TrinderaEngineering;(2018)

**MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF MOSCOW, IDAHO
AND TRINDERA ENGINEERING, INC.**

THIS MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND TRINDERA ENGINEERING, INC. (hereinafter "Agreement"), shall become effective the ____ day of _____, 2018, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Trindera Engineering, Inc., 1875 North Lakewood Drive, # 300, Coeur d'Alene, Idaho, 83814 (hereinafter "ENGINEERS").

INTRODUCTION

WHEREAS, CITY has a need for professional engineering services, to be defined by individual Task Orders, which will set forth Specific Services, Time of Performance, and Payment; and

WHEREAS, ENGINEERS are specially trained, experienced, and competent to perform, and have agreed to provide such Services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Services:

1.1 Upon execution of this Master Agreement AND any associated Task Order(s) and receipt of CITY's written notice to proceed, ENGINEERS shall comply in all respects and perform and furnish to CITY all Services listed in any corresponding Task Order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.

1.2 All documents or materials acquired or produced by ENGINEERS in conjunction with the Project shall become the property of, and be delivered to CITY, without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for CITY shall not be distributed by ENGINEERS, sub-engineers, their agents, representatives or employees, to any third party without the express written consent of CITY. Use of these documents by CITY on any other project, without written verification or adaptation by ENGINEERS for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEERS. CITY shall indemnify and hold harmless ENGINEERS from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use of such documents. Any verification or adaptation requested by CITY to ENGINEERS will entitle ENGINEERS to further compensation at rates to be agreed upon by CITY and ENGINEERS.

1.3 ENGINEERS shall provide Services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and Local laws, ordinances, regulations, and resolutions. ENGINEERS represent and warrant that ENGINEERS will perform work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement, and resulting Task Order(s) in effect at the time of performance of this Agreement, and associated Task Order(s). Except for that representation and any representations made or contained in any proposal submitted by ENGINEERS and any reports or opinions prepared or issued as part of the work performed by ENGINEERS under this Agreement, ENGINEERS make no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEERS at CITY's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the Parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the Parties.

2. Consideration

2.1 ENGINEERS shall perform the Services for a Not-To-Exceed total amount as outlined in any corresponding Task Order.

2.2 ENGINEERS shall provide CITY with a monthly statement, as Services warrant, of fees earned and costs incurred for Services provided during the billing period, which CITY will pay within thirty (30) days of receipt of a correct invoice and approval by CITY. CITY will not withhold any Federal or State Income Taxes or Social Security Tax from any payment made by CITY to ENGINEERS under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEERS.

2.3 Except as expressly provided in this Agreement and any corresponding Task Orders, ENGINEERS shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, ENGINEERS shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Any out-of-town travel required by individual Task Orders must be pre-approved by the Project Manager and included in such Task Orders. All travel expenses, if the Parties expressly agree, will be reimbursed at cost, per CITY's existing travel policy. Any requested travel related/meal reimbursement must be accompanied by itemized receipts.

For the purposes of this Agreement and resulting Task Orders, travel between the ENGINEERS' offices and the Project site is not considered out-of-town travel.

3. Time of Performance:

This Agreement shall become effective upon execution by both Parties, and shall remain in effect until October 1, 2020, at which time the Agreement shall automatically renew annually on October 1, 2020 for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

4.1 In all matters pertaining to this Agreement, ENGINEERS shall be acting as an independent contractor, and neither ENGINEERS nor any officer, employee or agent of ENGINEERS will be deemed an employee of CITY. Except as expressly provided in Exhibit "A", ENGINEERS have no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

4.2 ENGINEERS shall determine the method, details and means of performing the work and Services to be provided by ENGINEERS under this Agreement. ENGINEERS shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of ENGINEERS in fulfillment of this Agreement.

5. Indemnification and Insurance:

ENGINEERS shall indemnify, defend, and hold harmless CITY, and its officers, agents, and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the negligent acts and/or errors or omissions by ENGINEERS, ENGINEERS' servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. ENGINEERS shall maintain, and specifically agree that ENGINEERS will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Professional Liability/Professional Errors and Omissions One Million Dollars (\$1,000,000) aggregate, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence. ENGINEERS shall maintain, in full force and effect, Workers' Compensation Insurance, in the statutory limits as required by law for ENGINEER and any agents, employees, and staff that ENGINEER may employ, and provide proof to CITY of such coverage. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, defend, and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, ENGINEERS covenant and agree to indemnify, defend, and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from,

or in connection with the negligent performance of this Agreement by ENGINEERS or ENGINEERS' officers, employees, agents, representatives or subcontractors, and resulting in or attributable to personal injury, death, or damage, or destruction to tangible or intangible property. ENGINEERS shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEERS' compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEERS begin performance of ENGINEERS obligations under this Agreement. In the event the insurance minimums are changed, ENGINEERS shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P O Box 9203, Moscow, Idaho, 83843.

6. **Notices:** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

ENGINEERS

Trindera Engineering, Inc.
Grady Weisz, P.E.
1875 North Lakewood Drive, #300
Coeur d'Alene, ID 83814
(208) 676-8001
gweisz@trindera.com

CITY

City of Moscow
Les MacDonald
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7028

Either Party may change their address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner herein provided.

7. **Assignment:** It is expressly agreed and understood by the Parties hereto, that ENGINEERS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
8. **Discrimination Prohibited:**
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. ENGINEERS shall not discriminate against any employee or applicant for employment. ENGINEERS'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. ENGINEERS agree to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

9. Reports and Information:

9.1 At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.

9.2 ENGINEERS shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographic, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols, or any combination thereof.

10. **Audits and Inspections:** At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of ENGINEERS' records with respect to all matters covered by this Agreement. ENGINEERS shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
11. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
12. **Compliance with Laws:** In performing the Scope of Services required hereunder, ENGINEERS shall comply with all applicable laws, ordinances, and codes of Federal, State, and Local governments.
13. **Public Information:** Pursuant to Idaho Code Section 74-102, *et seq.*, information or documents received from ENGINEERS may be open to public inspection and copying unless exempt from disclosure. ENGINEERS shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. ENGINEERS shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and lawsuits whatsoever, for honoring such a designation or for ENGINEERS' failure to designate individual documents as exempt. ENGINEERS' failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.
14. **Changes:** CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEERS' compensation, which are mutually agreed upon by and between CITY and ENGINEERS, shall be incorporated in written amendments to this Agreement.

15. Termination:

15.1 If, through any cause, ENGINEERS, ENGINEERS' officers, employees, or agents fail to fulfill in a timely and proper manner ENGINEERS' obligations under this Agreement, violate any of the covenants, agreements, or stipulations of this Agreement, falsify any record or document required to be prepared under this Agreement, engage in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEERS of such termination and specifying the effective date of said termination. ENGINEERS to be compensated for all work performed up to date of termination. ENGINEERS may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

15.2 In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEERS under this Agreement shall, at the option of CITY, become CITY's property, and ENGINEERS shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

15.3 Notwithstanding the above, ENGINEERS shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEERS, and CITY may withhold any payments to ENGINEERS for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEERS is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEERS of ENGINEERS' liability to CITY for damages.

- 16. Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- 17. Advice of Attorney:** Each Party warrants and represents that, in executing this Agreement, it has received independent legal advice from its attorney(s) or the opportunity to seek such advice.
- 18. Entire Agreement:** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, verbal or written, whether previous to the execution hereof or contemporaneous herewith.
- 19. Appropriations and Approval:** This Agreement is conditioned 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.

20. **Resulting Task Orders and Survival:** All Task Orders resulting from this Agreement and executed by both Parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.
21. **Applicable Law:** 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. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.
22. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Moscow.

TRINDERA ENGINEERING, INC.

CITY OF MOSCOW, IDAHO

Grady Weisz, P.E.

Bill Lambert, Mayor

Dated: _____

Dated: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Grady Weisz, P.E., known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for TRINDERA ENGINEERING, INC.

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

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/06/2018**Title:** Public Hearing: City of Moscow's FY2019 Annual Budget**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: The Moscow City Council conducted the FY2019 budget workshop on July 9, 2018. At the conclusion of the budget workshop the City Council directed that the proposed FY2019 budget be brought forward for public hearing. The proposed FY2019 budget is balanced in the total amount of \$85,843,465 and is presented for consideration at the public hearing on August 6, 2018.

STAFF RECOMMENDATION: After conducting a public hearing in accord with Idaho Code, it is recommended that Council approve and adopt the FY2019 annual appropriation ordinance as presented under suspension of the rules requiring three complete and separate readings and the ordinance be read by title only and published by summary and authorize the Mayor to execute the City of Moscow property tax certification (L-2) in the aggregate amount of \$5,666,358 and that the L-2 be forwarded to Latah County in accordance with law.

ACTION: Conduct the public hearing upon the approved FY2019 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented,

- A. 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 other such action deemed appropriate.
- B. Authorize the Mayor's execution of the L-2 property tax certification in the aggregate amount of \$5,666,358; or take other such action deemed appropriate.

Necessary Resources/Impacts:

N/A

Attachments

NOTICE OF PUBLIC HEARING BUDGET FY2019
Ordinance 2018- Appropriations Ordinance FY2019(pm2)
2019 L2

NOTICE OF PUBLIC HEARING
APPROVED BUDGET FOR FISCAL YEAR 2018-2019 (FY2019)
CITY OF MOSCOW, IDAHO

A PUBLIC HEARING, PURSUANT TO IDAHO CODE 50-1002 will be held for consideration of the approved budget for the fiscal year from October 1, 2018 to September 30, 2019. The hearing will be held at City Hall Council Chambers, 206 East Third Street, Moscow, Idaho, on **Monday, August 6, 2018 at 7:00 p.m.** All interested persons are invited to appear and show cause, if any, why such budget should or should not be adopted. The budget provides in detail and summary the revenue and expenditures by fund. Pursuant to 50-1002 the estimated property taxes for the ensuing fiscal year 2018-2019 hereby known as FY2019 is a source of revenue and is segregated between the General Fund and the Debt Service Fund a voter approved exempt levy paying for the Swimming Pool. The total approved budget of \$85,843,465 is balanced with revenues and expenditures. Detailed copies of the approved City budget are available at City Hall during regular office hours (8:00 a.m. to 5:00 p.m. weekdays). The budget can also be viewed on the City's website. City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities please call the City Clerk's office, 883-7015.

2018-2019 APPROVED EXPENDITURES

FUND NAME	FY2016 ACTUAL EXPENDITURES	FY2017 ACTUAL EXPENDITURES	FY2018 APPROVED BUDGET EXPENDITURES	FY2019 APPROVED BUDGET EXPENDITURES
GENERAL FUND	\$14,552,198	\$14,475,454	\$15,234,279	\$15,957,000
STREET	3,129,924	3,081,444	3,332,922	3,568,000
RECREATION & CULTURE	2,098,121	2,507,919	2,893,637	3,290,200
MOSCOW COMMUNITY PLAYFIELDS	96,435	95,743	178,168	146,300
1912 CENTER	98,784	97,971	106,100	106,100
ART (See Recreation & Culture)	256,411	-	-	-
TRANSIT CENTER	15,809	15,903	142,682	66,700
WATER	4,579,323	5,332,775	5,801,630	6,633,200
SEWER	7,001,039	7,115,678	8,505,336	8,082,000
SANITATION	5,260,651	5,339,091	5,658,874	6,004,600
FLEET MANAGEMENT	1,373,503	1,057,380	1,795,342	2,210,100
INFORMATION SYSTEMS	990,396	1,132,485	1,598,026	1,581,600
WATER CAPITAL	1,699,665	1,768,815	7,434,164	6,839,800
SEWER CAPITAL	1,260,086	1,282,041	6,733,433	8,695,600
SANITATION CAPITAL	0	0	4,842,984	5,346,600
CAPITAL PROJECTS	1,110,371	949,000	4,955,720	6,854,700
LID CONSTRUCTION	0	25,000	177,000	180,300
HAMILTON PARKS & REC	136,804	199,490	229,000	239,700
BOND & INTEREST	240,700	239,100	10,247,422	10,010,200
SPECIAL ASSESSMENT	15,000	30,000	30,000	29,900
TOTAL	<u>43,915,220</u>	<u>44,745,289</u>	<u>\$79,896,719</u>	<u>\$85,843,465</u>

2018-2019 APPROVED REVENUES

FUND NAME	FY2016 ACTUAL REVENUES	FY2017 ACTUAL REVENUES	FY 2018 APPROVED BUDGET REVENUES	FY 2019 APPROVED BUDGET REVENUES
Property Tax				
GENERAL FUND	\$5,243,960	\$5,356,118	\$5,471,087	\$5,756,500
BOND AND INTEREST FUND	\$230,554	\$228,911	174,129	0
Property Tax Total	<u>\$5,474,514</u>	<u>\$5,474,514</u>	<u>5,645,216</u>	<u>5,756,500</u>
REVENUE SOURCES OTHER THAN PROPERTY TAXES				
GENERAL FUND	8,934,455	9,118,566	9,589,063	10,200,540
STREET	2,848,331	3,247,290	3,332,922	3,568,041
RECREATION & CULTURE	2,288,698	2,707,901	2,893,637	3,290,264
MOSCOW COMMUNITY PLAYFIELDS	158,433	158,433	178,168	146,349
1912 CENTER	121,100	123,680	106,100	106,100
ART (See Recreation & Culture)	287,261	-	-	-
TRANSIT CENTER	17,784	16,556	142,682	66,716
WATER	5,021,377	5,586,089	5,801,630	6,633,223
SEWER	7,036,590	7,794,623	8,505,336	8,082,005
SANITATION	5,374,754	5,689,492	5,658,874	6,004,699
FLEET MANAGEMENT	1,612,736	2,009,376	1,795,342	2,210,115
INFORMATION SYSTEMS	1,321,438	1,190,446	1,598,026	1,581,637
WATER CAPITAL	936,304	1,233,992	7,434,164	6,839,895
SEWER CAPITAL	2,080,213	2,102,588	6,733,433	8,695,601
SANITATION CAPITAL	413,854	627,081	4,842,984	5,346,655
CAPITAL PROJECTS	2,051,958	1,268,966	4,955,720	6,854,736
LID CONSTRUCTION	24,967	969	177,000	180,313
HAMILTON PARKS & REC	22,853	21,333	229,000	239,792
DEBT SERVICE	230,554	228,911	10,247,422	10,010,295
SPECIAL ASSESSMENTS	12,874	30,143	30,000	29,989
OTHER REVENUE SOURCES TOTAL	<u>40,796,534</u>	<u>43,156,435</u>	<u>74,251,503</u>	<u>80,086,965</u>
TOTAL REVENUES – ALL FUNDS	<u>46,271,048</u>	<u>48,630,719</u>	<u>79,896,719</u>	<u>85,843,465</u>

GARY J. RIEDNER
CITY OF MOSCOW ACTING FINANCE DIRECTOR

PUBLISH: July 28 and August 4, 2018

Attachment: NOTICE OF PUBLIC HEARING BUDGET FY2019 (1781 : Public Hearing: City of Moscow's FY2019 Annual Budget)

ORDINANCE NO. 2018 – __

AN ORDINANCE ENTITLED “ANNUAL APPROPRIATION ORDINANCE” APPROPRIATING EIGHTY FIVE MILLION EIGHT HUNDRED FORTY THREE THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS (\$85,843,465) FOR THE PURPOSE OF DEFRAYING ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF MOSCOW, LATAH COUNTY, STATE OF IDAHO, FOR THE 2019 FISCAL YEAR BEGINNING THE FIRST DAY OF OCTOBER, 2018, AND ENDING THE THIRTIETH DAY OF SEPTEMBER, 2019, AND ALLOTING RESOURCES BY FUND FOR SAID APPROPRIATION FOR THE OBJECTS AND PURPOSES SET FORTH IN THIS ORDINANCE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF FIVE MILLION SEVEN HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$5,756,500) FOR THE 2019 FISCAL YEAR; 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.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO AS FOLLOWS:

SECTION 1: There is hereby appropriated out of any monies in the treasury of the City of Moscow, Idaho, not otherwise appropriated, and out of any revenue which the City of Moscow may acquire between the 1st day of October, 2018, and the 30th day of September, 2019, the sum of eighty five million eight hundred forty three thousand four hundred sixty five dollars (\$85,843,465) for the purpose of defraying all necessary expenses and liabilities of such corporation for the fiscal year beginning the 1st day of October, 2018 and ending the 30th day of September, 2019.

SECTION 2: The following sums are hereby appropriated and allocated for the purpose of defraying expenses and liabilities for the following objects and purposes:

	Adopted Budget
General Fund	
General Government	\$ 7,792,305
Public Safety	<u>\$ 8,164,735</u>
Total General Fund	<u>\$15,957,040</u>
Street Fund	\$ 3,568,041
Transit Center	\$ 66,716
Recreation & Culture Fund	
Parks & Recreation Fund	\$ 2,713,126
Art Fund	\$ 300,643
Community Events	<u>\$ 276,495</u>
Total Recreation & Culture Fund	<u>\$ 3,290,264</u>
MSD Community Play Fields	\$ 146,349
1912 Center Fund	\$ 106,100
Hamilton Trust Fund	\$ 239,792

Enterprise Funds	
Water Fund	\$ 6,633,223
Sewer Fund	\$ 8,082,005
Sanitation Fund	\$ 6,004,699
Total Enterprise Funds	<u>\$20,719,927</u>
Fleet Management Fund	\$ 2,210,115
Information Systems Fund	\$ 1,581,637
Capital Construction Funds	
Water Capital Projects Fund	\$ 6,839,895
Sewer Capital Projects Fund	\$ 8,695,601
Sanitation Capital Projects Fund	\$ 5,346,655
Capital Projects Fund	\$ 6,854,736
LID Construction Fund	\$ 180,313
Total Capital Construction Funds	<u>\$27,917,200</u>
Debt Service Funds	
General Obligation	\$10,010,295
Special Assessment Fund	\$ 29,989
Total Debt Service Funds	<u>\$10,040,284</u>
GRAND TOTAL	<u>\$85,843,465</u>

SECTION 3: That the City of Moscow hereby certifies a tax levy in an amount not to exceed \$5,756,500 on the taxable market value of all taxable property within the corporate limits of the City of Moscow, Latah County, Idaho, to provide revenue for the following purposes:

<u>Activity</u>	<u>Taxable Amount Certified</u>
General Fund	\$5,756,500.00
<u>General Obligation Bond Fund</u>	<u>0.00</u>
Total	<u>\$5,756,500.00</u>

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: That the City Clerk of the City of Moscow is hereby directed to file a certified copy of this Ordinance with the County Commissioners of Latah County, Idaho, and the Secretary of State, in accordance with Idaho Code Sections 50-1003 and 50-1007.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

THIS ORDINANCE was passed under suspension of the rules. A roll call vote was duly taken and this Ordinance was duly enacted as an ordinance of the City of Moscow at a regular meeting of the City Council held August 6, 2018.

APPROVED by the Mayor this _____ day of August, 2018.

Bill Lambert, Mayor

ATTEST

Laurie M. Hopkins, City Clerk

2019 L-2 Worksheet (must be attached to the L-2 form)				
District Name: City of Moscow				
Computation of allowable 3% budget increase:				
*Enter the amount from the "Highest Non-Exempt P-Tax Budget + P-Tax Replacement" column from the "Maximum Budget and Forgone Amount Worksheet."	(1)	5,561,228		
Multiply line 1 by 3%.	(2)	166,837		
Enter the amount you received for Solar Farm Tax from the immediate prior year.	(3)	-		
New Construction & Annexation allowable budget increases calculation:				
Enter the 2017 non-exempt levy rate from the "Maximum Budget and Forgone Worksheet".	(4)	0.004772535		
Enter the 2018 value of district's new construction roll from each applicable county below:				
County Name		Value		
Latah County	(A)	17,601,897		
	(B)			
	(C)			
	(D)			
Total of New Construction Roll Value:	(5)	17,601,897		
New Construction Roll allowable budget increase (multiply line 5 by line 4).	(6)	84,006		
Enter the 2018 value of district's annexation value from the applicable county below:				
Enter the 2018 value of annexation from property assessed by the county.	(7)	8,560		
Annexation allowable budget increase (multiply line 7 by line 4).	(8)	41		
Total Non-Exempt Allowable Budget (before P-tax Replacement and P-tax Substitute Funds deductions):				
Add lines 1+2+3+6+8	(9)	5,812,112		
Property Tax Replacement:				
Enter yearly amount of the agricultural equipment replacement money.	(10)	376		
Enter yearly amount of the personal property replacement money.	(11)	89,765		
Information Reported in indicated columns of the "Recovered/Recaptured Property Tax and Refund List":				
Enter the Solar Farm Tax reported in column 1.	(12)			
Enter the recovered Homeowner's Exemption property tax reported in column 2.	(13)			
Enter the total amount reported in columns 3, 4, 5, and 6.	(14)			
Enter the total of lines 10 thru 14: (Col. 5 of L-2 must equal this amount).	(15)	90,141		
Forgone Amount Section: Please complete this section even if you don't plan on using or disclaiming your forgone amount.				
Enter the total forgone amount reported on the "Maximum Budget and Forgone Amount Worksheet."	(16)	268,683		
Enter any disclaimed forgone amount. This amount can't exceed what is reported on the resolution.	(17)			
Enter the forgone amount included in your budget. This amount can't exceed what is reported on the attached resolution.	(18)			
Maximum Allowable Non-exempt Property Tax, Including Forgone Amount, That Can Be Levied:				
Maximum non-exempt property tax budget including forgone amount. Line 9 minus 15 plus 18.	(19)	5,721,971		

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2018 Dollar Certification of Budget Request to Board of County Commissioners L-2

(the L-2 worksheet and applicable "Voter Approved Fund Tracker" and budget publication must be attached)

District or Taxing Unit's Name: City of Moscow					
Fund	Total Approved Budget*	Cash Forward Balance	Other revenue <u>NOT</u> shown in Column 5	Property Tax Replacement From Line 15 of L-2 Worksheet	Balance to be levied Col. 2 minus (Cols. 3+4+ 5)
1	2	3	4	5	6
General Fund	15,957,040	327,975	9,872,566	90,141	5,666,358
All Other Funds: Non Tax	69,886,425	24,486,601	45,399,824		-
Column Total:	85,843,465	24,814,576	55,272,390	90,141	5,666,358

If the budget includes any forgone amount, complete this section:
 I, the undersigned, attest that this district held a public hearing and approved the attached resolution that indicates that up to \$_____ of available forgone increase is authorized to be levied and the specific purpose for which this amount is being budgeted. This amount can not exceed the lesser of the amount shown in the resolution or line 18 of the L-2 worksheet.

I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803.
 To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.

Mayor _____ Signature of District Representative	_____ Title
_____ Date	

Gary J. Riedner, City Supervisor, PO Box 9203, Moscow ID 83843

Please print above: Contact Name and Mailing Address	Email Address:	griedner@ci.moscow.id.us
Phone Number: (208) 883-7006	Fax Number: (208) 883-7018	

* = Do not include revenue allocated to urban renewal agencies.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/06/2018**Title:** Public Hearing: FY2019 Proposed Fee Resolution**Responsible Staff:** Gary J. Riedner

Information

Any fee increase being proposed by more than 5% or any new fees require a public hearing pursuant to Idaho Code 63-1311A. Additionally, pursuant to Idaho Code 63-1311, the City's fees collected shall be reasonably related to the actual cost of the service provided.

Proposal to adopt increases for land use and development fees, permit fees including building, electrical, mechanical and plumbing; proposal to adopt a new grading permit security deposit. Rate increase for residential, business, and commercial containers; rate increase for recycling, dumpster, and mechanical containers; increase in solid waste processing facility fees and solid waste residential return service. Utility rate increases are being adjusted for water and sewer fees to capture the cost to deliver services and finance capital improvements. Parks and Recreation program fees adjusted based on program changes, and increases in swimming pool admission and rental fees. Streets security deposit rate schedule adjusted for right of way excavation. Other miscellaneous fee changes are included in fiber optic service license fees. Some fees being considered may be new or will increase by 5% or more.

The fee increases are due to the additional costs associated with the delivery of services including administration, operations and maintenance.

This was reviewed by the Public Works/Finance Committee on July 23, 2018 and forwarded to the City Council for public hearing.

STAFF RECOMMENDATION: Approve the attached resolution establishing the fees for Fiscal Year 2019.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the attached resolution establishing the fees for Fiscal Year 2019 with or without changes or take other such action deemed appropriate.

Necessary Resources/Impacts:

N/A

Attachments

Res2018- FY2019 Fee Resolution DRAFT

RESOLUTION NO. 2018 –

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF IDAHO, ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, Pursuant to Idaho Code Sections 63-1311 and 63-1311A regarding City fees for services and fee increases; and

WHEREAS, City Council deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, Council has determined that the revised fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow as follows:

1. That the fees set forth in Exhibit “A” attached hereto and made a part hereof, be in force and effect in all matters relating to fees from and after the 1st day of October 2018.
2. That this Resolution replaces Resolution 2017-15.
3. That any Resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

ADOPTED by the Council and APPROVED by the Mayor this ____ day of _____, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : Public Hearing: FY2019 Proposed Fee Resolution)

**CITY OF MOSCOW
FEE SCHEDULE - AMENDED**

RESOLUTION NO. 2018 -

EXHIBIT "A"

EFFECTIVE 10-01-2018

SUBJECT	FEE
LAND USE AND DEVELOPMENT FEES	
A. Conditional and Special Use Permits	\$410.00 <u>475.00</u>
B. Variance	395.00 <u>475.00</u>
C. Zoning or Comprehensive Plan Amendments	770.00 <u>850.00</u>
D. Annexation Request (includes Comprehensive Plan and Zoning Review)	880.00 <u>940.00</u>
E. Planned Unit Developments and Design Reviews	
1. Preliminary or Major Amendment	495.00 <u>540.00</u>
2. Final PUD: Community Development Department Engineering Department	230.00 <u>260.00</u> 260.00 plus 26.00 per lot
3. Minor Amendment or Design Review (where required)	175.00 <u>210.00</u>
F. Subdivision Plat	
1. Preliminary Plat	775.00 <u>850.00</u>
2. Final plat: Community Development Department Engineering Department	185.00 <u>195.00</u> 260.00 plus 26.00 per lot
G. Lot Division Request: Community Development Department Engineering Department	200.00 <u>220.00</u> 125.00 plus 15.00 per lot
H. Lot Line Adjustment Request: Community Development Department Engineering Department	75.00 <u>85.00</u> 125.00 plus 15.00 per lot
I. Multi Family or Commercial Site Plan Review or Parking Lot Development or Modification Review: Community Development Department (applicable only when there is no related building permit) Engineering Department (two [2] submittals)	82.00 <u>110.00</u> 80.00 plus 5.00 per parking space
J. Fence Permit (fences over six feet in height may require a structural building permit)	28.50 <u>29.50</u>
K. Accessory Structure Permit (One-story detached residential accessory building used as tool and storage sheds with a floor area less than 200 sq. ft. and where no building permit is required)	28.50 <u>29.50</u>
L. Floodplain Development Permit	68.00 <u>70.00</u>

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : Public Hearing: FY2019 Proposed Fee Resolution)

M.	Sign Permits (Additional electrical permit required for electrical signs)	
1.	Permanent Signs	68.00 70.00
2.	Portable Signs	28.50 29.50
3.	Temporary Signs	15.00 16.00
N.	Mobile Home Park Fees	
1.	Plan Review of Mobile Home Parks	495.00 510.00
2.	Final Plan Review of Mobile Home Parks	230.00 240.00
3.	Construction Permits (to be issued by the Administrative Authority upon approval of all final plans by the City Council to start construction)	455.00 475.00 plus per lot fee of 5.75 6.00
4.	Park Operator's Permit (to be issued by the Administrative Authority upon completion of development and satisfactory final inspection)	22.00 23.00
5.	Space Occupancy Permit (to be issued to mobile home park owners to allow occupancy upon completion of development and satisfactory final inspection)	10.50 11.50
O.	Recreational Vehicle Parks	
1.	Preliminary Plan Review Fee	400.00 420.00
2.	Final Plan Review Fee	230.00 240.00
P.	Telecommunications Zoning Review	230.00 240.00
Q.	Appeals (For an appeal of any decision of City board and/or commission, Zoning Administrator determination, or Building Official Determination)	230.00 240.00
GRADING PERMIT FEES		
A.	Grading Plan Review Fees	
1.	50 cubic yards or less	No Fee
2.	51 to 100 cubic yards	29.40
3.	101 to 1,000 cubic yards	43.00
4.	1,001 to 10,000 cubic yards	58.00
5.	10,001 to 100,000 cubic yards	58.00 for 1 st 10,000 cubic yards plus 29.00 for each additional 10,000 cubic yards or fraction thereof
6.	100,001 cubic yards to 200,000 cubic yards	320.00 for 1 st 100,000 cubic yards plus 16.25 for each additional 10,000 cubic yards or fraction thereof
7.	200,001 cubic yards or more	483.50 for 1 st 200,000 cubic yards plus 8.65 for each additional 10,000 cubic yards or fraction thereof

B. Grading Permit Fees	
1. Permit Issuance Fee	25.25 26.5
2. 50 cubic yards or less	29.5
3. 51 to 100 cubic yards	43.0
4. 101 to 1,000 cubic yards	43.00 for 1 st 100 cubic yards plus 20.50 for each additional 100 cubic yards or fraction thereof
5. 1,001 to 10,000 cubic yards	228 for 1 st 1,000 cubic yards plus 17.25 for each additional 1,000 cubic yards or fraction thereof
6. 10,001 to 100,000 cubic yards	383.00 for 1 st 10,000 cubic yards plus 78.25 for each additional 10,000 cubic yards or fraction thereof
7. 100,001 cubic yards or more	1,088.00 for 1 st 100,000 cubic yards plus 43.00 for each additional 10,000 cubic yards or fraction thereof
BUILDING PERMIT FEES	
A. Permit Issuance Fee (charged with all permits except flat fee and commercial and institutional permits)	25.25 26.5
B. Plan Review Fee (Only for projects over \$10,000 in valuation, excluding commercial windows, doors and roofs.)	65% of Building Permit Fee (40% of Building Permit Fee for Duplicate Plans)
C. Plan Review Deposit (credited toward plan review fee)	500.0
D. Building Permit Fees Valuation based on the ICC Building Valuations as published in the February issue of the Building Safety Journal with the following additions: Decks \$12.50 13.00 sq ft, Porches \$18.00 19.00 sq ft, Pole Buildings \$19.00 20.00 sq ft, Unfinished Basement \$41.00 43.00 Foundation Permits for Modular Homes Crawl Space \$20.38 21.40, Unfinished Basement \$41.00 43.00 and Finished Basement \$107.08.	
<u>Total Valuation</u>	<u>Valuation Fee</u>
\$1.00 to \$500.00	27.0
\$501.00 to \$2,000	27.00 for first 500.00 plus 3.50 for each additional 100 or fraction thereof to an including 2,000
\$2,001 to \$25,000	79.50 for the first 2,000 plus 14.50 for each additional 1,000 or fraction thereof, to an including 25,000
\$25,000 to \$50,000	413.00 for first 25,000 plus 10.50 for each additional 1,000 or fraction thereof, to an including 50,000
\$50,001 to \$100,000	675.50 for the first 50,000 plus 7.50 for each additional 1,000 or fraction thereof to an including 100,000

\$100,000 and up	1050.50 for first 100,000 plus 6.00 for each additional 1,000 or fraction thereof
E. Other inspections and flat fee permits:	
1. Inspections outside normal business hours (per hour; minimum charge – 2 hrs.)	60.50 <u>63.50</u>
2. Re-inspection fee	60.50 <u>63.50</u>
3. Inspection for which no fee is specifically indicated (per hour; minimum charge - one-half hour)	60.50 <u>63.50</u>
4. Special Inspection (when required by the Building Official)	60.50 <u>63.50</u>
5. Additional plan review required by changes, additions or revisions to approved plans (per hour; minimum charge – one-half hour)	60.50 <u>63.50</u>
6. Structure Moving permit	60.50 <u>63.50</u>
7. Inspection of building to be moved	Same as Certificate of Compliance inspection
8. No Permit – Failure to obtain a permit before commencing work	Fee equal to the building permit fee
9. Certificate of Compliance Inspection	
a. Building Ins. (structural & zoning)	60.50 <u>63.50</u>
b. Commercial Roofing	60.50 <u>63.50</u>
c. Foundation only	60.50 <u>63.50</u>
d. Existing wood stove	60.50 <u>63.50</u>
e. Electrical	60.50 <u>63.50</u>
f. Plumbing	60.50 <u>63.50</u>
g. Heating (mechanical)	60.50 <u>63.50</u>
10. Demolition Permit	
a. Simple Demolition (non-structural alterations)	52.50 <u>55.00</u>
b. Complex Demolition (structural or complete building demolition)	225.75 <u>237.00</u>
11. Re-roofing permits for residential structures up to four units (commercial re-roofs require full building permit).	55.00 <u>57.50</u>
12. Residing permit (residential up to four units, commercial requires full building permit)	55.00 <u>57.50</u>
13. Residential Window & Exterior and Fire Door Installations (residential up to four units, commercial projects require full building permit)	55.00 <u>57.50</u>
14. Installation Permits for Mobile/Manufactured Home and Prefabricated Storage Buildings 300 square feet or less with Manufactures Structural Plans (for installations not involving	55.00 <u>57.50</u>

permanent foundations. Additional fees may apply for foundation permits.)	
15. Certificate of Occupancy – Existing Commercial Buildings (includes life safety inspections)	57.75 <u>63.50</u>
Plumbing Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	25.25 <u>26.50</u>
B. Plumbing residential permit – (per dwelling unit, includes (single family and two family <u>only</u>))	17.85 <u>18.75</u> plus 9.45 <u>9.75</u> per plumbing fixture
C. Plumbing appliance installation (water heaters and boilers)	17.85 <u>18.75</u>
D. Commercial & Industrial: (includes schools, hospitals, churches, hotels, motels, etc. <u>multi-family dwellings, fraternities and sororities</u>) Fee based on contract price:	
1. 0 - \$2,000 Contract Price	30.00 plus 4% contract price up to 2,000
2. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 Contract Price	2,150 + 1% of contract price over 100,000
E. Additional fees: in addition to aforementioned permit fee and residential or commercial/industrial fees, the following charges will be made:	
1. Each lawn sprinkler system backflow device	12.00 <u>12.50</u>
2. Vacuum breakers or backflow	12.00 <u>12.50</u>
3. For each gray water system	57.75 <u>60.00</u>
4. Prefabricated homes, manufactured home	47.25 <u>49.50</u>
5. Fire sprinkler inspection and plan review, Commercial and Industrial includes apartments, schools, hospitals, churches, motels, hotels, etc.	110.50 <u>116.00</u> plus 1.25 <u>1.50</u> per sprinkler head
Electrical Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	25.25 <u>26.50</u>
B. Temporary service	17.85 <u>18.75</u>
C. New Residential Electrical Permit (per per dwelling unit, includes (single family and two family <u>only</u>))	
1. New Dwelling unit electrical service and wiring	0.100 <u>.11</u> per sq. ft.
2. Electric Furnaces and unit space heaters (per appliance)	4.75 <u>5.00</u>
D. Alterations and Others	

1. Electrical Service Change Out	57.75 60.00
2. Extension or addition of up to six (6) circuits	36.75 38.50
3. Extension or addition of more than six (6) circuits	56.70 59.50
4. Electric Furnaces, <u>Heat Pump, Air Conditioners, and</u> Unit Space Heaters <u>and Ventilation Fans</u> (per appliance)	6.85 7.25
5. Domestic Water Pumps	27.85 29.25
6. Mobile Homes in a mobile home park	66.50 69.75
E. Commercial (<u>includes multi-family dwellings, fraternities and sororities, and installations including industrial and commercial mobile home parks—</u> distribution wiring <u>including and</u> pedestals <u>for mobile parks</u>) <u>or service is under this section. Fee based on contract price:</u>	
1. \$0 – \$2,000 contract price	30.00 plus 4% of contract price up to 2,000
2. \$2,000 - \$10,000 contract price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 contract price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 contract price	2,150 plus 1% of contract price over 100,000
Gas/Mechanical Permit Fees	
A. Gas/Mechanical Permits	
1. Permit Issuance Fee (charged with all permits except flat fee and commercial permits)	25.25 26.50
2. <u>Residential install of gas fueled furnace, water heater, boiler, fireplace, unit or space heater, per appliance by the BTU as follows:</u> Install each furnace, heat pump, evaporative cooler, unit heater, space heater, gas-fired appliance, incinerator, boiler, pool heater, compressor, absorption system or similar fixtures and appliances will be by the BTU as follows:	
a. 0 – 180 thousand BTU	30.00 31.50
b. 181 thousand BTU and above	37.75 39.50
3. Gas Piping – Fixture or appliance outlets (per outlet)	8.40 8.75
4. Wood/Pellet Stoves	17.85 18.75
5. Air handlers, for each air-handling unit, including ducts attached thereto	15.75 16.50
6. Commercial and Industrial (includes schools, hospitals, churches, motels, etc. multi-family dwellings, fraternities and sororities) <u>Fee based on contract price:</u>	
a. \$0 - \$2,000 Contract Price	30.00 plus 4% of contract price up to 2,000

b. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,001
c. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
d. Over \$100,000 Contract Price	2,150 plus 1% of contract price over 100,000
7. Installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	10.00 10.50
8. Repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, or similar system, including installation of controls regulated by this Code.	20.50 21.50
9. For each ventilation fan connected to a single duct	10.00 10.50
ENGINEERING SERVICES	
A. Engineering PUD and subdivision plat review	260.00 plus 26.00 per lot
B. Engineering CUP/SUP review	\$90.00
C. Engineering plan review for multi-family commercial and institutional site plan review or parking lot development or modification review	80.00 plus 5.00 per parking space
D. Engineering public improvement plan review (2 submittals)	120.00 plus 35.00 per plan sheet
E. Engineering extended plan review (3rd submittal and beyond) for: Multi-Family and Commercial Site Plan Reviews Parking Lot Development or Modification Reviews Public Improvements Plan Reviews Other Miscellaneous Plan Reviews	55.00/hr
F. Engineering grading plan review including erosion control agreement	125.00 each
<u>G.</u> Grading Permit Security Deposit	<u>3% of estimated total cost of grading and excavation</u>
G. <u>H.</u> Engineering telecommunication review – on City facilities only	1700.00 each
H. <u>I.</u> Engineering review of revisions or modification to existing telecommunications facilities on City facility	190.00 200.00
I. <u>J.</u> Engineering development agreements including legal review	240.00 250.00
J. <u>K.</u> Engineering monumentation agreements including legal review	120.00
K. <u>L.</u> Engineering inspection (subdivision, PUD, commercial, and multi-family residential)	1.25% of public improvements construction cost as verified by City
L. <u>M.</u> Engineering “as-constructed” plan preparation	250.00 plus 35.00 per plan sheet
M. <u>N.</u> Engineering easement document review/preparation	70.00
N. <u>O.</u> Highway right-of-way use permits and parade permits through Idaho Transportation Department	100.00 each
O. <u>P.</u> Right of Way encroachment agreements – administrative	70.00 each
P. <u>Q.</u> Right of Way encroachment agreements – council action	125.00 each

Q.R. Engineering lot division/lot line adjustments	120.00 <u>125.00</u> plus 15.00/lot
R.S. Engineering variance – Council Action	125.00
S.T. Right-of-Way Vacation Request (Includes publication and registered mailings)	630.00
T.U. Engineering Annexation Review	155.00
U.V. Address Change Fee	26.00
V.W. No Permit – Non-Compliance Review Fee (one-hour minimum)	55.00 <u>60.00</u> /hr
Engineering Publications and Printing	
A. Maps	
1. 8 ½ x 11 City Limit	1.00
2. 11 x 17 City Limit	1.00
3. 22 x 30 City Limit	1.50
4. 22 x 30 Zoning Map	1.50
5. Address, City Limit, Area of City Impact, Comprehensive Plan, Zone, L.I.D., Plat, Street Numbers, Water, Storm, Sanitary, Road, Street and other miscellaneous maps	5.00
6. Digital Contours (per Tile)	125.00
B. Printing and Copies	
1. Copier	
a. 8 ½ x 11	0.10
b. 8 ½ x 14	0.25
c. 11 x 17	0.50
d. 18 x 24	1.00
e. 24 x 36	2.00
f. 24" Roll	1.00 /ft
g. 36" Roll	1.25 /ft
2. Digital Copies	
a. Standard Drawings	5.00/page
b. Construction Drawings	1.00/page
3. Plotter	
a. Prints	
i. 8 ½ x 11	2.00
ii. 11 x 17	2.50
iii. 18 x 24	3.00
iv. 24 x 36	5.00

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : Public Hearing: FY2019 Proposed Fee Resolution)

v. 24" Roll	2.00 /ft
vi. 30" Roll	2.50 /ft
vii. 36" Roll	3.00 /ft
viii. 36" Color	4.00 /ft
ix. 42" Roll	4.50/ft
x. 42" Color	5.00/ft
xi. Plot Set up Fee (per additional layer)	5.00
b. Orthophotos	
i. 8 ½ x 11	3.00
ii. 11 x 17	4.00
iii. 18 x 24	5.00
iv. 24 x 36	10.00
v. 24" Roll	5.00 / ft
vi. 30" Roll	6.00 /ft
vii. 36" Roll	7.50 /ft
viii. 42" Color	9.00/ft
ix. Plot Set up Fee (per additional layer)	5.00
C. Documents	
1. Comprehensive Water System Plan (Free on Website)	35.00
2. Comprehensive Sewer System Plan (Free on Website)	35.00
3. Multimodal Transportation Plan (Free on Website)	35.00
4. Standard Drawings/Construction Specifications (Hard Copy) for single page cost see printing and copies.	5.00 / 5.00
5. Standard Drawings/Construction Specifications (Digital) For single page cost see digital copies.	50.00 / 25.00
Sewer Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one-hour minimum)	57.50 60.00/hr
C. Sewer Tapping Fee (The customer will provide the excavation required to expose the main, pump out ground water, shore or slope hole as needed, provide traffic control as needed, fill/compact, and make temporary street patch as needed.)	190.00
D. SE Moscow Water and Sewer District Tapping Fee Surcharge (Properties Outside City Limits)	5.00
E. General Facilities Charge	
1. Single family	2,320.00 2,410.00 + 28.00 29.00/PFU over 20*

2. Apartment [per unit]	1,710.00 <u>1,775.00</u> + 28.00 <u>29.00</u> /PFU over 15*
3. Trailer	2,320.00 <u>2,410.00</u> + 28.00 <u>29.00</u> /PFU over 20*
4. Commercial	2,320.00 <u>2,410</u> + 28.00 <u>29.00</u> /PFU over 15*
<i>*Equivalent fixture units as established by the adopted Uniform Plumbing Code</i>	
F. Orchard Avenue Sewer Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1,400.00
G. Sewer Service inspections	75.00
H. Inspection of Public Sewer Main Construction	61.75 <u>60.00</u> /hr
I. SE Moscow Water and Sewer District Inspection Fee Surcharge (Properties Outside City Limits)	5.00
J. Sewer Service Disconnection	44.00 <u>45.00</u>
K. Commercial Portable Waste Discharge at the Wastewater Treatment Plant	
1. Load up to 300 gallons	19.45 <u>20.25</u>
2. Each subsequent gallon	0.26 <u>0.27</u>
Monthly Sewer Service Rates	
A. Residential Service	
1. Single family and duplexes or other multiple units served by separate meters.	48.40 <u>50.34</u>
2. Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park)	35.55 <u>37.00</u>
3. Hotels & motels (per unit)	19.35 <u>20.10</u>
4. Multi-family dwellings including duplexes (per unit) defined as multiple units served by a common water meter.	35.55 <u>37.00</u>
5. Rooming & fraternal housing plus \$2.87 per 100 cubic feet metered water	318.50 <u>331.20</u>
6. Recreational Vehicle Parks (per unit)	21.30 <u>22.15</u>
B. Public Use Building	
1. Churches (plus \$3.14 <u>\$3.26</u> per 100 cubic feet metered water.)	66.50 <u>69.15</u>
2. Schools (plus \$4.77 <u>\$4.96</u> per 100 cubic feet metered water.)	200.75 <u>208.75</u>
C. Commercial Users	
1. Bars and taverns (plus \$3.14 <u>\$3.26</u> per 100 cubic feet metered water.)	66.50 <u>69.15</u>
2. Restaurants (plus \$6.69 <u>\$6.96</u> per 100 cubic feet metered water.)	287.00 <u>298.00</u>

3. Other Commercial (plus \$3.14 <u>3.26</u> per 100 cubic feet metered water.)	66.50 <u>69.15</u>
4. <u>Small Commercial Office with Irrigation</u> <u>Limited to Commercial Users with exterior irrigation and an average monthly winter water use of less than 700 cubic feet per month. Base Rate (69.15) plus use rate for 200 cubic feet (6.52)</u>	<u>75.67</u>
<i>* For the purpose of determining the monthly sewer rates based on the volume of metered water, metered water will be averaged periodically using meter readings of winter water use period so the irrigation period may be excluded.</i>	
D. Mixed Use Service— Defined as different sewer customers listed in this section of the fee resolution that are served by a single water meter. Because the financial impact of multifamily begins to negatively affect the financial equity found in the mixed use classification with apartments in excess of 10 apartments, it is necessary to have two rates for mixed use customers.	
1. Those commercial buildings with mixed sewer use in excess of 10 or more apartments; the sewer rate shall be calculated based upon the first unit of \$111.92 <u>116.40</u> and each additional unit (dwelling unit or commercial unit) will be \$21.58 <u>22.44</u> per unit plus a consumption charge of \$2.10 <u>2.18</u> per 100 cubic feet of water without consideration of winter or summer usage.	
2. Those commercial buildings with mixed sewer use fewer than 10 apartments; the sewer rate shall be calculated based upon the first unit of \$111.92 <u>116.40</u> and each additional unit (dwelling unit or commercial unit) will be \$21.58 <u>22.44</u> per unit plus a consumption charge of \$2.77 <u>2.88</u> per 100 cubic feet of water without consideration of winter or summer usage.	
E. University of Idaho (Annual Charge)	1,121,800.00 <u>1,166,670.00</u>
F. SE Moscow Water and Sewer District Sewer Service Surcharge (outside City limits)	3.00
Water Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one hour minimum)	57.50 <u>60.00</u> /hr
C. Water Service Inspection	75.80 <u>75.00</u>
D. Installation of service and meters (No existing service line to property line)	
1. 5/8" meter	3,260.00
2. 1" meter	3,330.00
3. 1 1/2" meter	4,170.00
4. 2" meter	4,480.00
5. Other meters	At Cost

E. Installation of service and meters (Existing service line to property line).	
1. 5/8" meter	1,370.00
2. 1" meter	1,440.00
3. 1 1/2" meter	2,440.00
4. 2" meter	2,890.00
5. Other meters	At Cost
F. Other fees	
1. Tap	
a. Fire line or other (3" and larger diameter); customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch, tapping sleeve, gate valve and valve box. Includes up to 45 s.f. not mix patch by City. Additional patch at \$2.65 per s.f.	1,130.00 min
b. Fire line or other (2" or smaller); Customer provides a corporation elbow and curb stop rather than sleeve and gate valve provided by customer in 'a' above. Customer is to provide all other work as outlined in 'a' above.	700.00 min
2. Relocation of meters – Limited to same property	
a. No new tap of main	
i. 5/8" to 1"	290.00
ii. 1 1/2" to 2"	325.00
b. New tap of main	
i. No street cut	
a) 5/8" meter	2,530.00
b) 1" meter	2,545.00
c) 1 1/2" meter	2,575.00
d) 2" meter	2,600.00
ii. Street cut	
a) 5/8" meter	3,550.00
b) 1" meter	3,570.00
c) 1 1/2" meter	3,600.00
d) 2" meter	3,630.00
3. Meter Box Adjustments	
a. Vertical Adjustment ($\pm 12"$)	120.00
b. Horizontal Adjustment	at cost
4. Resetter Installation	
a. 5/8" meter	95.00

b. 1" meter	190.00
5. Water Service Disconnection <u>(Abandonment)</u>	
a. With Street Cut	760.00
b. Without Street Cut	520.00
6. Turn on - turn off after regular working hours	64.00
7. Labor and materials to repair damage to water distribution system.	at cost
8. Labor and materials to repair meter boxes damaged by neglect or careless operation of motor vehicles.	at cost
G. General Facilities Charge	
1. 5/8 x 3/4" meter (20 gal/min; meter equiv—1.0)	2,330.00 2,475.00
2. 1" meter (50 gal/min; meter equiv—2.5)	5,825.00 6,190.00
3. 1 1/2" meter (100 gal/min; meter equiv—5.0)	11,650.00 12,375.00
4. 2" meter (160 gal/min; meter equiv—8.0)	18,640.00 19,800.00
5. Larger than 2"	by special contract with City
H. Orchard Avenue Water Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1400.00
I. Disinfection	
1. First test	455.00
2. Second test (pigging of line may be required)	490.00
3. Third or more test (pigging of line may be required)	595.00
J. Bacterial Testing [at the discretion of the City]	
1. Samples (per each)	20.00
2. Saturday Samples (per each)	145.00
<u>3. After hours and Saturday Sampling Labor</u>	64.00
K. Pressure testing fees	
1. Tests performed by City	
i. First Test	800.00
ii. Second Test	1,000.00
iii. Third or more test	1,200.00 each test
2. Test performed by contractor	145.00 each test
Water Service Rates	
A. Standard Monthly Rates	
1. Fixed charge	
a. Single family residential/Duplex/Tri-plex per meter (Definition is a single meter servicing each dwelling unit)	31.25 33.22
b. Multi-family (definition is a meter servicing more than one dwelling unit.) based on meter size	
➤ 5/8 Inch	31.25 33.22
➤ 1 Inch	39.10 41.56

➤ 1 ½ Inch	78.0082.90
➤ 2 Inch	124.80132.65
➤ 3 Inch	234.00248.75
c. Commercial Accounts based on meter size	
➤ 5/8 Inch	31.2533.22
➤ 1 Inch	39.1041.56
➤ 1 ½ Inch	78.0082.90
➤ 2 Inch	124.80132.65
➤ 3 Inch	234.00248.75
➤ 4 Inch	394.30419.15
d. High fire demand	56.4560.00
2. Consumption Charge for Residential/Duplex or Triplex (Definition serviced by a single meter per dwelling unit)	
a. 0-700 per cubic Feet	2.322.47 /CCF
b. 701-2000 per cubic feet	2.762.93 /CCF
c. Over 2000 cubic feet	4.684.97 /CCF
3. All Usage Consumption Charge for Multi-Family or Commercial Accounts (one meter serving multiple units)	3.053.24 /CCF
4. Rate for Moscow Cemetery	2.602.76 /CCF
B. Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City.	200% of the minimum service charge and water rate charge
C. Bulk water usage.	
1. Less than 2,500 cubic feet [For use in the City]	3.20/ccf plus 119.20
2. 2,500 cubic feet or more [For use in the City]	current-commercial-rate 4.38/ccf plus 58.95
3. Less than 2,500 cubic feet [For use outside of the City]	2x-current-rate-plus 58.95 6.40/ccf plus 238.40
4. 2,500 cubic feet or more [For use outside of the City]	2x-current-rate 8.76/ccf plus 117.90
STREET DEPARTMENT	
A. Large banner installation and removal	150.00 each banner
B. Small banner installation and removal	45.00 each banner
C. Information sign installation	120.00 plus cost of sign
D. Street/ <u>Sidewalk</u> Closure Permit	40.00
E. Parade Permit	120.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
F. Street Cut Damage Recovery Fee: Fee based on Overall Condition Index (OCI) rating of street in accordance with most recent street condition survey:	

OCI	
81-100	800.00
61-80	600.00
41-60	400.00
21-40	200.00
0-20	0
G. Right of Way Excavation Permit	35.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
H. Right of Way Excavation Security Deposit Rate Schedule	
<u>Total Valuation of Work in Right of Way</u>	<u>Fee</u>
\$100 to \$500	233.00 245.00
\$501 to \$1,000	350.00 367.50
\$1,001 to \$1,500	467.00 490.00
\$1,501 to \$2,000	585.00 615.00
\$2,001 to \$2,500	700.00 735.00
\$2,501 to \$3,000	820.00 860.00
\$3,001 to \$3,500	935.00 980.00
\$3,501 to \$4,000	1,050.00 1,100.00
\$4,001 to \$4,500	1,170.00 1,230.00
Greater than \$4,500	1,760.00 1,850.00
Multiple Projects (up to four (4) active projects)	3,500.00 3,675.00
I. Public Lighting Costs - per month – per Utility Service	
1. Residential Units	3.10
2. Commercial Units	8.05
J. City Barricades for Private Projects (applicable only when the City supplies devices on an emergency or prearranged basis for securing construction sites or other traffic revisions – standard traffic control operations shall not be eligible for device rental)	
1. Construction Sign	<u>Day</u> 8.00 <u>Week</u> 30.00 <u>Month</u> 90.00
2. Construction Sign with Tripod	17.00 64.00 127.00
3. Hi-Level Sign Stand	3.00 9.00 26.00
4. Type II Barricade	7.00 26.00 77.00
5. Type III Barricade	27.00 106.00 316.00
6. Construction Drum	10.00 39.00 110.00
7. Tubular Markers	4.00 13.00 37.00
8. 28" Orange Traffic Cones	1.00 4.00 10.00
9. Type A, B, C Warning Lights	2.00 5.00 13.00
10. Set-up	52.00
11. Removal	52.00
K. Traffic Control (Setup / Devices) for On-Street Events Main Street Closures between A Street and 6 th Street	

1. Recommended – 3 rd Street to 5 th Street	
Daytime	80.00
Nighttime	124.00
2. Full Closure – A Street to 6 th Street	
Daytime	175.00
Nighttime	382.00
3. Partial Closures/Number of Blocks	
a. One Block	
Daytime	80.00
Nighttime	124.00
b. Two Blocks	
Daytime	85.00
Nighttime	134.00
c. Three Blocks	
Daytime	90.00
Nighttime	144.00
d. Four Blocks	
Daytime	95.00
Nighttime	154.00
Other Street Closures (per block)	
1. Daytime	80.00
2. Nighttime	124.00
Crowd Control Barriers	
1. Barrier Rental Fee (per barrier, per event)	2.00
2. Replacement Cost (if damaged or lost)	110.00
L. Traffic Control (Setup / Devices) for Parades	
1. Main Street – Small	300.00
2. Main Street – Large	750.00
3. Other Locations	Time and Materials
M. Traffic Control (Setup / Devices) for Block Parties	
One Block Standard Set-up	84.00
FINANCE	
A. Turn off and turn on for non-payment first occurrence.	30.00
B. Turn off and turn on for non-payment repeat occurrences in 12 months.	60.00
C. Accounts Receivable Billing Late Fee Penalty	
1. Notice of delinquency (occurs 46 days after billing)	15.00 or 5% whichever is greater
D. Deposits - Utility	
1. Residential	100.00
2. Commercial	175.00
E. NSF (Non-sufficient funds) Returned Check Charge Fees	25.00 per check
General Licenses	
A. Circuses	
1. Circus or Tent show, First Class	260.00
2. Circus, or Tent show, Second Class	180.00

3. Merry go-rounds or mechanical rides - per ride	15.00
4. Amusement and other concessions – per exhibition	5.00
B. Peddlers, Solicitors Registration (per applicant)	
1. New Peddlers, Solicitors Registration	60.00
2. Peddlers, Solicitors Registration Renewal (without fingerprints)	35.00
3. Peddlers, Solicitors Registration Renewal (with fingerprints)	60.00
C. Vendor	
1. New Vendor License	60.00
2. Vendor License Renewal (without fingerprints)	35.00
3. Vendor License Renewal (with fingerprints)	60.00
D. Second Hand/Pawn Dealers	
1. New Second Hand/Pawn Dealer License	60.00
2. Second Hand/Pawn Dealer Renewal (without fingerprints)	35.00
3. Second Hand/Pawn Dealer Renewal (with fingerprints)	60.00
E. Taxicabs, Pedicab, and Carriage	
1. Taxicab, Pedicab, and Carriage Owner License/Renewal (each vehicle)	15.00
2. New Taxicab, Pedicab, and Carriage Operator License	60.00
3. Taxicab, Pedicab, and Carriage Operator License Renewal (without fingerprints)	35.00
4. Taxicab, Pedicab, and Carriage Operator License Renewal (with fingerprints)	60.00
F. Sidewalk Café License	25.00
G. Tree Service Contractors License	26.00
H. Tree Worker Certification	No fee
I. Miscellaneous	
1. Appeal from denial, suspension, or revocation of a license, permit, waiver, etc. (unless otherwise specifically set out herein)	55.00
Beer License Fees*	
A. Consumption on premise	200.00
B. Bottled and canned beer with no consumption on premise	50.00
C. Transfer fee	50.00
D. Inspection fee (to cover cost of required inspection that needs to be done by Building Inspector, Fire Inspector, and Health Inspector. This fee must be paid before any inspections will be started. If license application is withdrawn the fee will be forfeited to the city).	105.00

E. Restaurant Certification (required to permit admittance to individuals under the age of 21)	no fee
Liquor License Fees*	
A. Annual fee (includes wine on premise)	562.50
B. Transfer fee (includes wine on premise)	562.50
Wine License Fees*	
A. Wine on and off premise combined license	200.00
B. Wine on premise consumption only	150.00
C. Wine off premise consumption only	150.00
D. Transfer fee	50.00
<i>*All licenses issued for a portion of a year shall be prorated as of the month of actual issue; provided that no fee shall be less than one half of the total fee herein set forth.</i>	
Alcohol Catering Permit Fee – Set by State Code	20.00
Alcohol Event Permit (for an event in public right-of-way)	100.00
Child Care License	
A. Family Day Care Facility Registration (includes administration, fire inspection and background check for one day care provider)	80.00
B. New Facility Application Fee (includes administration, inspections by Code Enforcement, Fire Department, and Health Dept.)	
1. Family Day Care Facility (1-5 children)	75.00
2. Group Day Care Facility (6-12 children)	100.00
3. Small Day Care Facility (13-20 children)	125.00
4. Large Day Care Facility (21+ children)	150.00
C. New Employee/Provider Application Fee	30.00
D. Facility License Annual Renewal Application Fee	
1. Family Day Care Facility (1-5 children)	50.00
2. Group Day Care Facility (6-12 children)	75.00
3. Small Day Care Facility (13-20 children)	100.00
4. Large Day Care Facility (21+ children)	125.00
E. Employee/Provider License Annual Renewal Application Fee	10.00
See Miscellaneous for Background Check Fees	
F. Code Compliance Enforcement to be Billed to Day Care Facility	
1. First and Second Communication	No Charge
2. Third Communication	25.00
3. Fourth Communication	40.00
4. Fifth and each subsequent Communication	60.00
5. Tardy Renewal Applications (Facility and Provider)	10.00

G. Change of Ownership	15.00 Plus other inspection fees as deemed appropriate.
H. Change of Premises	15.00 Plus other inspection fees as deemed appropriate.
Bicycle License Lifetime Ownership Tag	7.00
Burglary and Robbery Alarms – False Alarms (for each occurrence)	50.00
Dog Licensing and Related Fees	
A. Lifetime registration tag	
1. Unaltered	35.00
2. Altered	25.00
B. Duplicate tag	5.75
C. Adoption (out)	
1. Altered	15.00
2. Unaltered	27.50
D. Adoption (placing own animal in)	20.00
E. Euthanasia	100.00
F. Boarding - per day or part thereof	20.00
G. Impound	
1. First time	20.00
2. Second time	30.00
3. Third time	40.00
4. Fourth and each subsequent time	60.00
H. Surcharge Fee	
1. Unaltered	30.00
2. Altered	20.00
Miscellaneous Fees	
A. Accident Reports (see G. Copies of official records...)	
B. Background Checks	
1. City of Moscow Police Department – Name Check	20.00
2. Idaho State Police - Fingerprints	42.00
3. Idaho State Police - Name Check	20.00
C. City of Moscow Comprehensive Plan Paper Copy (Free on website)	30.00
D. City of Moscow Comprehensive Water System Plan Paper Copy (Free on website)	30.00
E. City of Moscow Comprehensive Sewer System Plan Paper Copy	(Free on website) 30.00
F. City Code (Free on website)	

1. Initial cost	260.00
2. Annual charge for updating	52.00
3. Zoning Code	20.00
G. Copies of official records or documents	
1. Police files—per page (no charge for first 100 pages)	0.10
2. Other City documents – per page (no charge for first 100 pages)	0.10
3. Audio or video tape copy	Amount allowed by Idaho Code Section 74-102(10)
4. Audio or video CD copy	Amount allowed by Idaho Code Section 74-102(10)
5. Where a request for public records of the City of Moscow is for more than one hundred (100) pages of paper records; or the request includes records from which non-public information must be separated, deleted, and/or redacted; or where actual labor associated with locating and copying documents for a request exceeds two (2) person hours, the requestor shall be charged the copy and/or labor costs allowed by Idaho Code Section 74-102(10) unless the requestor demonstrates an exemption pursuant to Idaho Code Section 74-102(10)(f), as determined by the City Clerk.	
6. The Clerk may require advance payment of the cost of copying pursuant to Idaho Code Section 74-102(12). Any money received by the City shall be credited to the account for which the expense being reimbursed was or will be charged, and such funds may be expended by the City as part of its appropriation from that fund.	
H. Criminal History Letters (letters typed on letterhead stationery indicating the absence of a criminal history in this department. Exclude police records checks requested by federal, state or local government agencies)	30.00
I. Downtown Parking Permit (City Hall, Jackson and Jefferson Street Lots	
1. Per month	12.00
2. Per quarter	30.00
3. Annual	85.00
J. E-911 Monthly Service Fee	1.00
K. Escort Services – escort services, traffic direction and any special event requiring police services including, but not limited to, parades, house moving and other events where advance police assistance or supervision is requested or required. This fee is per each officer per hour (2 hour minimum)	65.00
L. Fire Nuisance Alarms	
1. 1 st Nuisance Alarm within 12 months	No Charge
2. 2 nd Nuisance Alarm within 12 months	No Charge

3. 3 rd Nuisance Alarm within 12 months	25.00
4. 4 th Nuisance Alarm within 12 months	50.00
5. 5 or More Nuisance Alarms within 12 months	100.00 Each Occurrence
M. Fingerprinting – Any fingerprinting requested by a person or a company, but excluding fingerprinting related to criminal or other city matters.	20.00
N. General City Code Infraction (unless otherwise specified herein or established by State Code)	72.00
O. Nuisance Abatement	\$200 plus Removal At Cost
P. Parking Permit (Construction Uses in Right-of-Way)	40.00
Q. Parking Violations	
1. 5 Minute Parking Zone	25.00
2. No Parking 3 a.m. - 6 a.m. (City and campus)	25.00
3. No Parking Residential District	25.00
4. Double Parking	25.00
5. Parking in alley, on sidewalk, blocking driveway	25.00
6. Parking in School Bus Zone	25.00
7. Loading Zone Business & Campus Area	25.00
8. Commercial Zones (3 hr. limitation)	25.00
9. Parking Unattended, Motor Running	25.00
10. Parking in Fire Lane, Street & Off-street	40.00
11. Parking within 15 feet of Fire Hydrant	40.00
12. Parking behind Fire Station	25.00
13. Parking in front of Fire Station	40.00
14. Parking obstructing traffic	25.00
15. Improper Parking, other than listed	25.00
16. Parking citations not paid within fifteen (15) calendar day period	late fee 10.00
17. MCC 11-4-12 Prohibited parking trucks/similar vehicles	25.00
18. MCC 11-4-13 Handicapped parking	100.00
19. Parking Boot Removal (per incidence)	100.00
R. Public Hearing Mailing List	25.00
S. Smoking in Restricted Area Fine	10.00
1. First Offense (if paid within fourteen [14] days of notice of violation)	10.00
2. Second Offense (if paid within fourteen [14] days of notice of violation)	25.00
3. A First or Second Offense not paid within fourteen (14) days of notice of violation or a Third Offense	50.00

Towing and Storage Fees on Illegally Parked Vehicles	
A. Towing charged by the commercial towing service	Actual cost
B. Storage of three-quarter (3/4) ton size pickups and smaller vehicles - per day	15.00
C. Storage of vehicles larger than three-quarter (3/4) ton pickups - per day	20.00
D. Vehicle Inventory Fee	11.00
City Programs and Other Services	
A. Van Pool (to cover costs only)	Not to exceed \$130/month
B. Van Pool Conference Commuter Service	Federal Mileage Reimbursement Rate based on miles traveled
C. Information Systems – Fiber Optic Lease Rate Per Month	0.0540.056 Strand/Ft. 0.0560.058 Strand/Ft. Effective 1/1/4819
D. Information Systems – Rack Space Lease	36.8938.00 month/1u 38.0039.14 per 1u Effective 1/1/4819
Community Forestry	
Subdivision Development Tree Fee	250/tree
Parks and Recreation	
A. City Park Picnic Shelter East City Park Stage Rental	25.00 each shelter
Additional Picnic Table Move-In Per Trailer Load of Four (4) Tables	20.00
B. Tree Service Contractor License	25.00
C. Alcohol Event Permit (for an event in a City park)	100.00
D. Recycling Deposit Fees (attendance of more than fifty [50] participants)	50.00
<u>E. Park Shelter Reservations 4-hour blocks of time</u>	<u>25.00</u>
<u>F. Extra tables brought in for park rentals, per 4 tables</u>	<u>20.00</u>
<u>A-G. _____</u> Crop Harvest Fee – West Palouse River Drive Property	70.00/acre
Hamilton Indoor Recreation Center	
A. Rental of Full Gym per Hour – court use only w/no set up required	70.00
B. Rental of Half of Gym per Hour – court use only w/no set up required	43.00
C. Rental of Full gym – requiring set up of tarp.	32.00
D. Rental of Multipurpose Room per Hour – Group I (City business)	No Charge
E. Rental of Multipurpose Room – Group II per hour (Non-profit groups, service clubs)	32.00
F. Rental of multipurpose Room – Group III per hour, (Private parties, wedding receptions, commercial, for-profit organizations)	80.00
G. Rental of Multipurpose Room – Group IV per hour (Other Governmental Organizations)	43.00

H. Rental of Sound System per rental	10.00
Hamilton-Lowe Aquatic Center	
A. Pool Passes	
1. Season Adult, Non-resident	113.00 120.00
2. Season Adult, Resident	100.00 107.00
3. Season Child (4-17 years old) Non-resident	100.00 107.00
4. Season Child (4-17 years old) Resident	85.00 90.00
5. Season Senior (65+ years old) Non-resident	100.00 107.00
6. Season Senior (65+ years old) Resident	85.00 90.00
7. Season Household (up to five (5) family members; flat \$ 10.50 11.75 each additional member) Non-resident	197.00 210.00 five family members 11.75 each additional member
8. Season Household (up to five (5) family members; flat \$ 10.50 11.75 each additional member) Resident	162.00 175.00 five family members 11.75 each additional member
9. ID Card Replacement Fee	5.00
B. Daily Admission Prices	
1. Children (3 years old and under)	FREE
2. Children (4-17 years old)	4.25
3. Adults (18-64 years old)	5.66 6.11
4. Seniors (65 + years old)	4.25 4.47
5. Child Coupon Sales	4.25 4.47
6. Cardboard Regatta	30.00
C. Private Party Rentals	
1. Option 1: Up to 150 patrons	350.00 375.00 per hour
2. Option 2: 151 to 300 patrons	415.00 445.00 per hour
3. Option 3: 300 + patrons	560.00 600.00
D. Private Party Rentals: Fun Run Inflatable or Giant Slide Inflatable	175.00 190.00 per rental
E. Aquatic Center Picnic Table Rental, per hour, per table	7.25 7.75
F. Swim team rentals	6.00 6.35/Lane
G. Locker rentals	0.50
H. Bathroom Personals	0.25
I. American Red Cross Swim Lessons, All levels	39.50 41.50
J. Swim Lessons, Adaptive	39.50 41.50
K. ARC Guardstart	50.50 55.50
L. ARC Lifeguard Training	125.00 130.00
M. ARC Water Safety Training	125.00 130.00
N. Aqua-Zumba Aquacize & Water Class – Season Pass	70.00

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : Public Hearing: FY2019 Proposed Fee Resolution)

O. Aqua-Zumba Aquacize & Water Class – 10-punch Pass	45.00
P. Aqua-Zumba Aquacize & Water Class – Drop-in	5.00
Q. Private Swim Lessons	
1. 1 student/per hour	41.00 43.00
2. 2 students/per hour	49.00 51.50
3. 3 students/per hour	55.00 58.00
Youth Sports	Resident / Non-Resident
A. Micro Soccer U5 – U7 (Spring and Fall)	Res 34.75 36.50 Non-Res 35.75 37.50
B. Micro Soccer U8 – U12 (Spring and Fall)	Res 40.25 42.50 Non-Res 41.25 43.50
C. Flag Football	Res 30.25 39.00 Non-Res 31.25 40.00
D. Youth Volleyball – Fall 4th – 6th Grades	Res 32.00 34.00 Non-Res 33.00 35.00
E. Youth Basketball – Winter 1st – 4th Grades	Res 37.00 39.00 Non-Res 38.00 40.00
F. Youth Basketball – Fall 5th – 6th Grades	Res 37.00 39.00 Non-Res 38.00 40.00
G. Youth Baseball/Softball Sponsors	75.00 79.00
H. Youth Baseball/Softball Players	Res 32.75 34.50 Non-Res 33.75 35.50
I. Skyhawks Youth Camps	
1. Soccer	119.00
2. Tennis	106.00
3. Basketball	120.00
4. Tiny Hawk Soccer	56.00
5. Mini Hawk	106.00
6. Beginning Golf	90.00
7. Cheerleading Camp (Younger)	90.00
8. Cheerleading Camp	106.00
9. Flag Football/Swim (M-F)	119.00
J. Mini Junior/Junior Golf Lessons	Res 67.00 Non-Res 68.00
K. Senior & Junior Girls Fast Pitch Softball, each	Res 58.00 61.00 Non-Res 59.00 62.00
L. Youth Shirts	17.00
M. Youth Gymnastics— Pre/ Beginning/ Kinder	Res 57.00 61.00 Non-Res 58.00 62.00
N. Youth Karate	Res 48.00 Non-Res 49.00
O. Youth Dance	Res 25/30/45 Non-Res 26/31/46
Adult Sports	Resident / Non-Resident (NR)
A. Volleyball Fall & Winter (Co-Rec)	225.00 236.00
B. Basketball (Moscow/Pullman League)	525.00
C. Co-Rec Softball per team	475.00

D. Softball per team	833.00
E. Horseshoes – Doubles and Singles	Res 5.00 5.50 Non-Res 7.00 7.50
F. Adult Soccer, per team	475.00
G. Field Set-Up Fee for Private Use	475.00
General Recreation Programs	Resident / Non-Resident (NR)
A. Salmon River Trips Two varieties of trips	Youth Res 63.25 Non Res 64.25 Adult Res 72.00 Non Res 74.00
B. Dog Obedience 1. Kinderpuppy 2. Beginning Obedience 3. Advanced Obedience 4. Rally Obedience	Res 64.25 Non-Res 66.25 For Each
C. Hunters' Education	Res 21.50 Non-Res 22.50
D. Tone & Stretch 1. Per Class 2. 10 class punch card 3. Drop In	3.00 45.00 5.00
E. Zumba <u>Class</u>	37.50 60.00
<u>F. Zumba Class Punch Card</u>	<u>45.00</u>
A.G. Zumba Walk-in	5.00
B.H. Open Life Drawing Studio	Res 10.75 Non-Res 12.75
F.I. Hunting Spring Mushrooms	Res 42.75 Non-Res 44.75
A.J. Hunting Fall Mushrooms	Res 42.75 Non-Res 44.75
G.K. Beginning Birding	Res 10.00 / Non-Res 12.00
D.L. Athletic Performance Training	Res 100.00 / Non-Res 101.00
E.M. Beginning Sewing	Res 42.00 / Non-Res 43.00
F.N. Get Moving	Res 96.00 / Non-Res 97.00
G.O. Kids' Art Camp	Res 200.00 / Non-Res 201.00
H.P. Fall Tree Pruning	Res 17.00 / Non-Res 18.00
I.Q. Trees of Idaho	Res 10.00 / Non-Res 12.00
J.R. Trees in Your Neighborhood	Res 10.00 / Non-Res 12.00
K.S. Fruit Tree Pruning	Res 17.00 / Non-Res 19.00
L.T. Choosing and Planting New Street Trees	Res 17.00 / Non-Res 19.00
M.U. Firewise Principles and Practices	Res 5.00 / Non-Res 7.00
N.V. What's Wrong With My Tree?	Res 5.00 / Non-Res 7.00
O.W. Mah Jong Class	Res 20.00 / Non-Res 22.00

Attachment: Res2018- FY2019 Fee Resolution DRAFT (1771 : Public Hearing: FY2019 Proposed Fee Resolution)

P.X. Green Cleaning	Res 10.00 / Non-Res 12.00
Q.Y. Conflict Management Styles	Res 10.00 / Non-Res 12.00
R.Z. Tai Chi	Res 48.00 / Non-Res 50.00
S.AA. Chinese Language Camp	Res 120.00 / Non-Res 121.00
T.BB. Parliamentary Procedures	Res 17.00 / Non-Res 19.00
<u>CC. Naturally Clean Home</u>	<u>Res 10.00 / Non-Res 12.00</u>
Eggan Youth Center Activities	
A. Youth Center Rentals, per hour	35.00
B. Kids Kamps, Per Each Activity Day	Res 21.00 <u>22.00</u> / Non-Res <u>23.00</u>
C. High Adventure Camp - Daily	Zip Line 120.00 Kayak / Horse 85.00
D. Breakfast with Santa (Individual/Family) and Candy Cane Hunt	7.00/26.00
E. Palouse Youth Triathlon / Sponsorships	17.00 / 500.00
F. Father-Daughter Dance (Couple / Individual)	28.00 / 11.50
G. Youth Enrichment Classes	44.75
H. After School Activities	10.00
I. Date Night Eggan Style	7.00 <u>9.00</u>
J. Moscow Rolling Hills Half Marathon / Sponsorships	65.00 / 3,000.00
K. Mayor's Golf Tournament/Sponsorships	300.00/2,000.00
<u>L. Super Bowl Bash</u>	<u>Res 5.00 / Non-Res 6.00</u>
L.M. Undetermined Programs	2,000.00
A \$1/\$2 (Child/Adult) non-resident fee is charged for programs in addition to the process listed above.	1.00/2.00
Community Garden	
1. Garden Plot Rental, each	53.25
2. Clean-up Deposit, each	25.00
New recreational programs that do not appear in this fee resolution are often developed and implemented during the fiscal year.	Varied
Fire Department	
A. Compressed Gases	30.00
B. Fireworks	30.00
C. Flammable or Combustible Liquids	30.00
D. Covered Malls	30.00
E. Tents, Canopies and Temporary Membrane Structures	30.00
F. Fire Code Inspections	30.00
Solid Waste	

Rates for Residential Units

A. Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 Gallon	20.50 <u>21.10</u> /month
65 Gallon	26.30 <u>27.10</u> /month
95 Gallon	32.20 <u>33.15</u> /month
35 Gallon On Demand – Base Fee	15.50 <u>15.95</u> /month
35 Gallon On Demand – Per Service	2.05 <u>2.10</u> /each
Roll Cart Size Exchange (after initial 30 day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	35.00/each

B. Penalty - for any garbage exceeding service level	6.60 per can/bag
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C. Carry-out service	11.25 <u>11.60</u>
Outside of building - additional per can, per unit, per month	

D. Inside of building - additional per can, per unit, per month	12.75 <u>13.15</u>
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E. Return service (blocked roll cart, roll cart not set out on time or otherwise not able to be serviced by Franchisee) per calendar year	
First Occurrence	0.00
Second Occurrence	10.75 <u>11.10</u>
Third and Following Occurrences	21.55 <u>22.20</u>

Residential units utilizing mechanical containers or compactors shall be billed at the business rate for such equipment.

F. Apartment Single Stream Recycling Fee	4.90 <u>5.05</u> /per unit, per month
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Rates for Business Units and Commercial Cans

A. Loose yardage on ground	32.45 <u>33.40</u> /per cubic yard
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B. Extra service for dumpster/mechanical containers with 24-hour notice	31.95 <u>32.90</u> /each dump (Plus tipping fee-2)
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C. Extra service for dumpsters/mechanical containers per yard.	16.20 <u>16.70</u> /cubic yard
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D. Compactor Service Pick Up	207.20 <u>213.40</u> (Plus tipping fee-2)
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E. Small Compactor Yardage	83.50/cubic yard
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F. Commercial Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 gallon	20.00 <u>20.60</u> /month
65 gallon	30.20 <u>31.10</u> /month
95 gallon	40.30 <u>41.50</u> /month
Roll Cart Size Exchange (after initial 60 day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	35.00/each

G. Commercial Single Stream Recycling Fee	4.90 <u>5.05</u> /per unit, per month
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H. Additional Commercial Recycling Cart	4.90 <u>5.05</u> /per unit, per month
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Rates for Recycling Mobile Containers per month (sales tax will be added)

A. Size: 6 Yard	54.30 <u>55.95</u>
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B. Size: 10 1/2 Yard	82.80 <u>85.30</u>
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C. Size: 12 Yard	97.25 <u>100.15</u>
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Types of Services

A. Franchisee Services/Value of Recycled Materials Retained by Franchisee: RMC hauled, emptied and exchanged by Franchisee.	44.30 <u>45.65</u> Each Haul
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B. Franchisee Services/Value of Recycled Materials retained by customer: RMC hauled, emptied and exchanged by Franchisee.		53.05 54.65 Each Haul	
C. Customer Service/Value of Recycled Materials retained by customer: RMC hauled and exchanged by customer		0.00 Each Haul	
Rates for Dumpsters/Mechanical Containers per month		(Sales taxes will be added)	
Times per week			
Size / yd	Rental	Tax	<u>1</u> <u>2</u> <u>3</u> <u>4</u> <u>5</u>
	12.45	0.75	69.92 143.97 217.35 276.14 346.90
1	12.09	0.73	67.88 139.78 211.02 268.10 336.80
	14.20	0.85	138.32 280.28 425.50 581.23 747.41
2	13.79	0.83	134.29 272.12 413.11 564.30 725.64
	26.22	1.57	203.97 416.55 636.45 873.10 1126.80
3	25.46	1.53	198.03 404.42 617.91 847.67 1,093.98
	29.18	1.75	269.62 552.85 845.91 1155.96 1485.61
4	28.33	1.70	261.77 536.75 821.27 1,122.29 1,442.34
	38.52	2.31	400.93 825.42 1264.83 1720.17 2199.49
6	40	4	25 38 27.99 70.07 35.43
	47.85	2.87	532.28 1098.06 1690.56 2327.34 2988.48
8	46	9	78 066.08 41.32 59.55 01.44
Dumpster Locking Mechanisms		3.00/month	
Producers who request that their mechanical containers be temporarily removed shall be charged for removal and re-delivery of the container.		41.25 42.50 Each Move	
Rates for Solid Waste Processing Facility Access Service			
A. Transfer Station Tipping Fee (MSW)		84.55 88.25 /per ton	
B. Compost Materials		No charge	
C. Clean Wood Waste		No charge	
D. Inert/Demolition Materials (NMSW)		34.50 36.00 /per ton	
E. Mixed Materials (combination MSW/NMSW)		59.65 62.30 /per ton	
F. Minimum Fee – MSW, NMSW or Mixed – includes 200 lbs MSW or 460 lbs NMSW or 280 lbs Mixed		10.00 per trip	
G. Large Appliances		6.90 ³ /each	
H. Appliances that do not have the Chloro-Fluoro Carbon removed, and do not have a certified removal sticker		25.55 per appliance	
I. Vehicle Bodies		43.35 each	
J. Tires		157.95 per ton	
K. Asbestos		167.50 per ton	
The foregoing rates are not all-inclusive. The City may establish and/or change rates for unique or special waste.			
Special hauls			
A. Pickup truck when requested by customer from landfill to City		80.95 83.40 plus tipping fee	
B. Packer truck when requested by customer			
1. On day of service		69.35 71.45 plus tipping fee	
2. From landfill to City		143.25 147.55 plus tipping fee	
C. Roll-off unit			
Container Size	Rental Rate One time or Exchange	Per Trip (Plus Tipping Fee)	Rental rate per day after the first five working days
	12.90	108.95	17.55
22 yd.	13.30	112.20	18.10

30 yd.	17.55 <u>18.10</u>	108.95 <u>112.20</u>	17.55 <u>18.10</u>	
45 yd.	17.55 <u>18.10</u>	108.95 <u>112.20</u>	17.55 <u>18.10</u>	
D. Deposit for Roll-off Unit or Temporary Mechanical Container				100.00
Special haul rates shall be charged for collection and disposal of dead animals.				
Rate for hazardous wastes and for infectious and potentially harmful waste shall be the actual cost for such service as billed by the City, plus 10% for administrative costs.				
1. Latah County residents are allowed to dispose of appliances at no charge, unless CFC has not been removed and certified.				
2. Latah County residents are allowed to dispose of up to 100 pounds of tires without charge.				
Community Events				
Moscow Farmers Market 26 Week Season, May through October (Effective 2018 Market Season)				
A.	Registration and Service	Daily Full Booth	Daily Shared Booth	Daily Table Space
Tier 1				
Attend 1-8 markets	15.00	30.00	18.00	12.00
Tier 2				
Attend 9-17 markets	50.00	20.00	12.00	8.00
Tier 3				
Attend 18-26 markets	125.00	15.00	9.00	6.00
B. Youth Vendor (exempt from registration fee)				6.00/day
C. Corner Space				5.00/day
D. Electrical Hookup				10.00/day
E. Truck Parking				11.00/day
F. Performance Art Space				7.00/day
G. Sponsorships				up to 5,000
Arts Department				
Artwalk				
1. Business				80.00
2. Non-Profit and Art Studio				40.00
3. Artist				20.00
4. Main Street Food Vendor				60.00
5. Sponsorships				up to 5,000
Art Department Facilitating Artwork Sales				Per Artist Contract

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/06/2018**Title:** Proposed Public Art Location - C & Main Streets**Responsible Staff:** Kathleen Burns

Information

DESCRIPTION: The Public Art Master Plan has identified the highest priority location for the next planned installation of public art in Moscow to be the North City Entry - the north couplet near the intersection of Main and C Streets. Per the Public Art Guidelines; Identification of Public Art Projects, this location has been reviewed by the City staff who have also consulted with the Moscow Arts Commission. The Commission is in favor of pursuing a project at the proposed location. Additionally, City staff has contacted the Idaho Transportation Department (ITD) as the project area is adjacent to the State's right-of-way and they are open to proceeding with an installation at the location.

The estimated timeline of the project, once approved, is 10 months. In an attempt to complete the project given the anticipated timeline and to plan for a potential dedication event at the 2019 Artwalk event, planning for this project is proposed to move forward in FY2018. The project is proposed in the FY2019 budget for up to \$30,000. Planning activities proposed for FY2018 will include defining the scope and possibilities for the project with no funds to be expended until FY2019 and pending budget approval. This was reviewed and recommended for approval by the Administrative Committee on July 23, 2018.

The Public Art Master Plan and Public Art Guidelines can be found at <http://www.ci.moscow.id.us/218/Public-Art>.

STAFF RECOMMENDATION: Approve location of C and Main Street and initial planning for a public art installation at the site in FY2018.

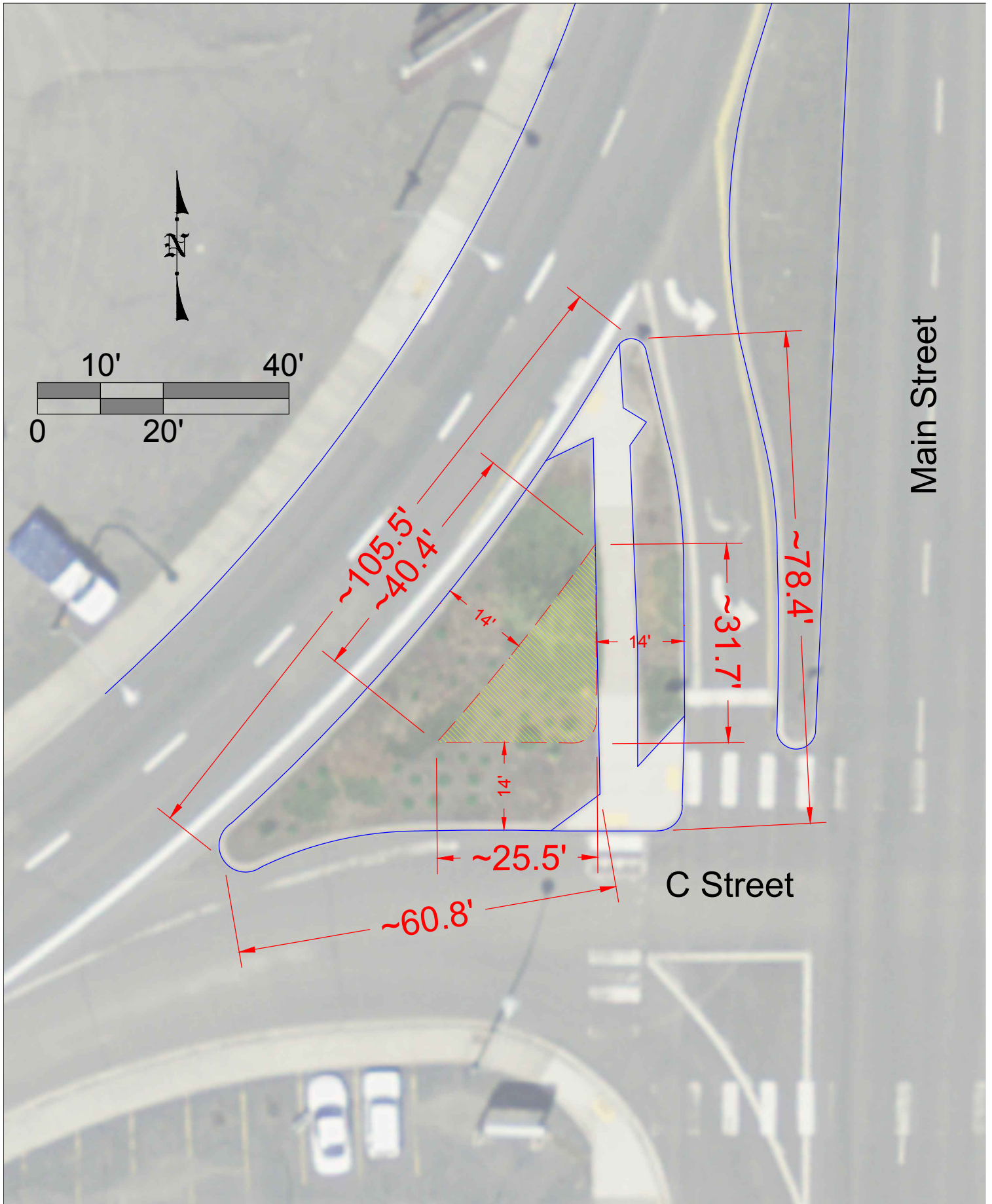
PROPOSED ACTIONS: Approve location of C and Main Street and initial planning for a public art installation at the site in FY2018 or take such other action deemed appropriate.

Necessary Resources/Impacts

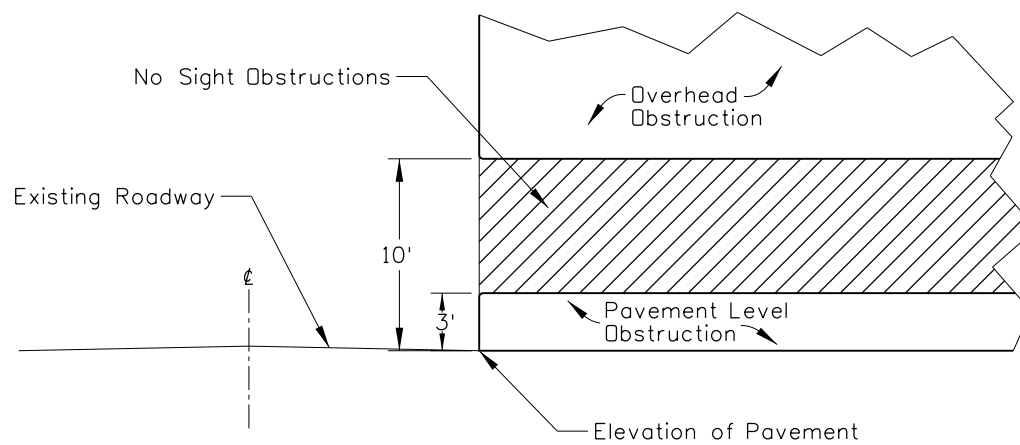
<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

Main Street Islands-North
sodt_001



SIGHT OBSTRUCTION DETAIL
NTS



MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/06/2018**Title:** Powers Avenue Cul-De-Sac Rights of Way Dedications**Responsible Staff:** Bob Buvel

Information

DESCRIPTION: The Palouse Prairie Charter School is proposing to construct a new school building at 406 Powers Avenue. On December 18th 2017 the Board of Adjustment Approved the Palouse Prairie Charter School Conditional Use Permit (CUP) with the condition that the school dedicate right-of-way for and construct a 96-foot diameter cul-de-sac at the terminus of Powers Avenue prior to any building permits being issued upon the property. As designed, the proposed cul-de-sac design will be located partially on the Palouse Prairie Charter School property and partially on a lot owned by The Indian Hills Trading Company. The Indian Hills Trading Co. has agreed to dedicate the right-of-way with the sale of the land to Palouse Prairie Charter School. The City of Moscow will need to formally accept the dedication of property for right-of-way purposes to enable its use as a public turnaround on Powers Avenue.

It should be noted that the attached Deeds of Dedication have yet to be approved as to form by the City Attorney. Any modifications deemed necessary by the City Attorney will be made prior to the City Council meeting of August 6th, 2018. This item was expedited by Staff to avoid delaying the issuance of the Palouse Prairie School's building permit.

STAFF RECOMMENDATION: Accept the public street rights of way dedications from the Palouse Prairie Educational Organization and The Indian Hills Trading Company.

PROPOSED ACTIONS: Accept the public street rights of way dedications from the Palouse Prairie Educational Organization and The Indian Hills Trading Co.; or take such other action deemed appropriate.

Necessary Resources/Impacts

N/A

Attachments

IndianHillsTradingCo-DeedOfDedicationPowersCuldesac(2018)clean(pm1)
 PalousePrairieCharterSchool;DeedOfDedication;PowersCul-de-sac(2018)clean(pm1)
 LUP2017-0033 - Palouse Prairie CUP RCS- 12-18-17 (1)

DEED OF DEDICATION

THIS DEED OF DEDICATION made this ____ day of _____, 2018 by Indian Hills Trading Company, L.L.C., P O Box 106, Ritzville, Washington, 99169 (hereinafter "GRANTOR"), for value received, does hereby convey and dedicate unto City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "GRANTEE"), for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A 50.0 feet radius Public Street Cul-de-sac Right-of-way located at the easterly end of Powers Avenue in the SW quarter of Section 17, T.39N., R.5W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S89°30'24"E 1441.13 feet to a two inch (2") aluminum centerline monument; thence N00°29'36"E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N01°00'54"W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence N89°39'56"W 39.59 feet along the northerly line of said Lot 1, Block 3 to the TRUE POINT OF BEGINNING for this description;

thence 83.61 feet along the Cul-de-sac right-of-way line which is a curve to the right having a central angle of 95°48'43", a radius of 50.00 feet, and a chord length of 74.20 feet bearing S80°44'40"W to a point on the southerly right-of-way line of Powers Avenue; thence 69.01 feet along said Powers Avenue southerly right-of-way line which is a curve to the left having a central angle of 17°11'29", a radius of 230.00 feet, and a chord length of 68.75 feet bearing N79°58'33"E to a point on the easterly right-of-way line of Powers Avenue and the northerly line of said Lot 1, Block 3; thence S89°39'56"E. 5.54 feet along the northerly line of said Lot 1, Block 3 to the TRUE POINT OF BEGINNING for this description.

Said Public Street Cul-de-sac Right-of-way Parcel contains 762 Square Feet.

IN WITNESS THEREOF, GRANTOR and GRANTEE have hereunto set their hand and seal this _____ day of _____, 2018.

GRANTOR:

Indian Hills Trading Company, L.L.C.

Sally Powers, Member/Owner

GRANTEE:

City of Moscow, Idaho

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public, personally appeared Sally Powers, Member/Owner, for Indian Hills Trading Co., Inc., known to me to be the person named above, and acknowledged to me that she executed the foregoing document.

Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

HEDCO, Inc.

August 1, 2018

23020 Penny Lane
 Juliaetta, ID 83535
 (208) 843-9303 Office
 (208) 843-9303 Fax
 (208) 791-1699 Cell

Indian Hills Trading Co., LLC
Public Street Culdesac Right-of-way Parcel

A 50.0 feet radius Public Street Culdesac Right-of-way located at the easterly end of Powers Avenue in the SW quarter of Section 17, T.39N., R.5W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follow:

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S89°30'24"E 1441.13 feet to a two inch (2") aluminum centerline monument; thence N00°29'36"E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N01°00'54"W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence N89°39'56"W 39.59 feet along the northerly line of said Lot 1, Block 3 to the TRUE POINT OF BEGINNING for this description;

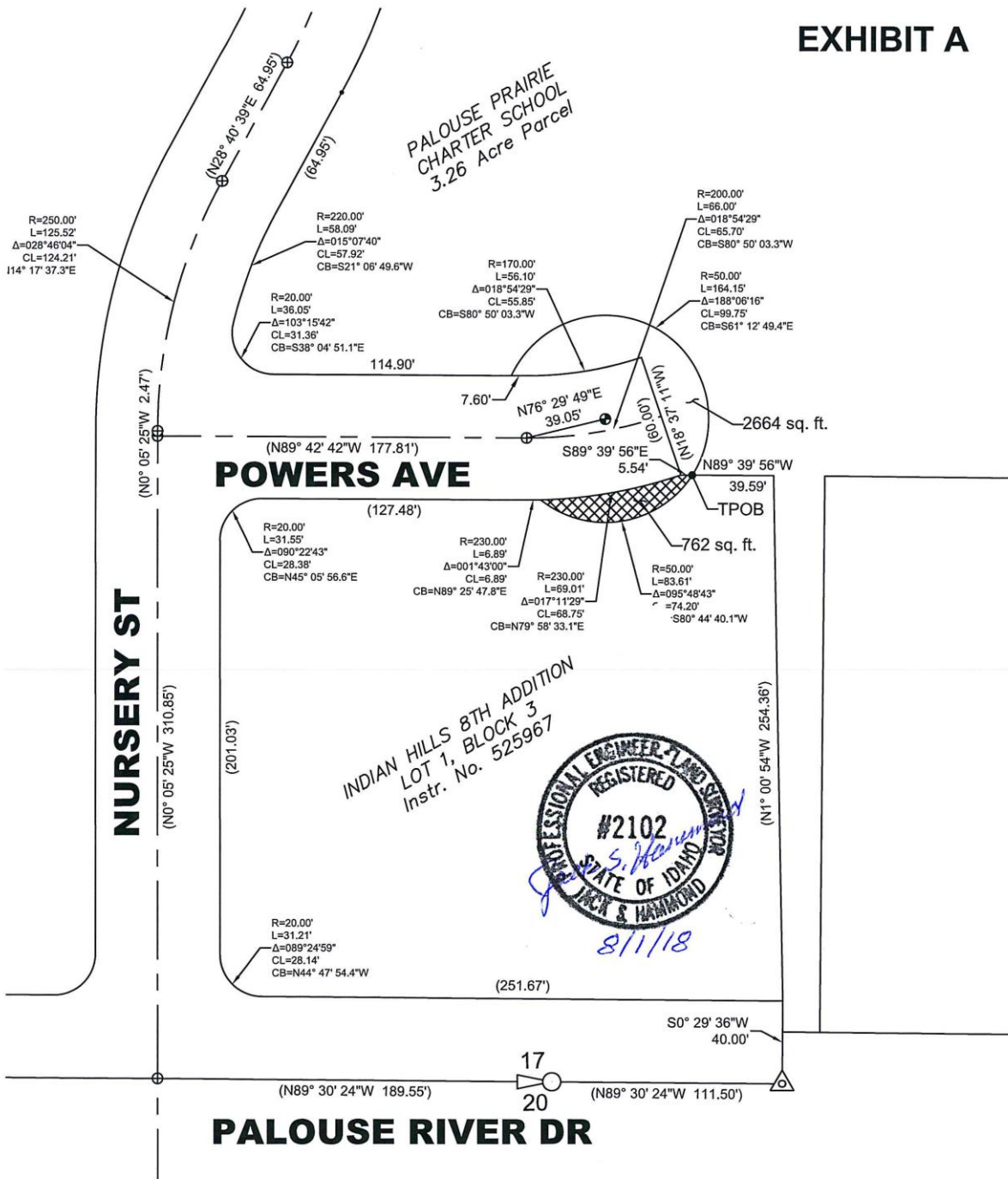
thence 83.61 feet along the Culdesac right-of-way line which is a curve to the right having a central angle of 95°48'43", a radius of 50.00 feet, and a chord length of 74.20 feet bearing S80°44'40"W to a point on the southerly right-of-way line of Powers Avenue;
 thence 69.01 feet along said Powers Avenue southerly right-of-way line which is a curve to the left having a central angle of 17°11'29", a radius of 230.00 feet, and a chord length of 68.75 feet bearing N79°58'33"E to a point on the easterly right-of-way line of Powers Avenue and the northerly line of said Lot 1, Block 3;
 thence S89°39'56"E 5.54 feet along the northerly line of said Lot 1, Block 3 to the TRUE POINT OF BEGINNING for this description.

Said Public Street Culdesac Right-of-way Parcel contains 762 Square Feet.



Engineers • Developers • Constructors

EXHIBIT A



DEED OF DEDICATION

THIS DEED OF DEDICATION, made this ____ day of _____, 2018 by Palouse Prairie Educational Organization, Inc., 1500 South Levick Street, Moscow, Idaho, 83843-2560 (hereinafter "GRANTOR"), for value received, does hereby convey and dedicate unto City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "GRANTEE"), for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A 50.0 feet radius Public Street Cul-de-sac Right-of-way located at the easterly end of Powers Avenue in the SW quarter of Section 17, T.39N., R.5W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S89°30'24"E 1441.13 feet to a two inch (2") aluminum centerline monument; thence N00°29'36"E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N01°00'54"W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence N89°39'56"W 39.59 feet along the northerly line of said Lot 1, Block 3 to the TRUE POINT OF BEGINNING for this description;

thence continuing along said Lot boundary N89°39'56"W 5.54 feet to a point on the southerly right-of-way line of Powers Avenue; thence continuing along said Powers Avenue right-of-way line N18°37'11"W 60.00 feet to a point on the northerly right-of-way line of said Powers Avenue; thence continuing 56.10 feet along said Powers Avenue northerly right-of-way line which is a curve to the right having a central angle of 18°54'29", a radius of 170.00 feet, and a chord length of 55.85 feet bearing S80°50'03"W; thence N89°42'42"W 7.60 feet along said Powers Avenue northerly right-of-way line to the intersection point of the Cul-de-sac right-of-way line; thence continuing 164.15 feet along said Cul-de-sac right-of-way line which is a curve to the right having a central angle of 188°06'16", a radius of 50.00 feet, and a chord length of 99.75 feet bearing S61°12'49"E to the TRUE POINT OF BEGINNING for this description.

Said Public Street Cul-de-sac Right-of-way Parcel contains 2664 Square Feet.

IN WITNESS THEREOF, GRANTOR and GRANTEE have hereunto set their hand and seal this _____ day of _____, 2018.

GRANTOR:

Palouse Prairie Educational Organization, Inc.

Amy Ball, Chairman

GRANTEE:

City of Moscow, Idaho

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Latah)

On this _____ day of _____, 2018, before me, a Notary Public, personally appeared Amy Ball, in her official capacity as Chairman and agent for Palouse Prairie Educational Organization, Inc., known to me to be the person named above, and acknowledged to me that she executed the foregoing document.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

HEDCO, Inc.

August 1, 2018

23020 Penny Lane
 Juliaetta, ID 83535
 (208) 843-9303 Office
 (208) 843-9303 Fax
 (208) 791-1699 Cell

Palouse Prairie Charter School
Public Street Culdesac Right-of-way Parcel

A 50.0 feet radius Public Street Culdesac Right-of-way located at the easterly end of Powers Avenue in the SW quarter of Section 17, T.39N., R.5W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follow:

Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S89°30'24"E 1441.13 feet to a two inch (2") aluminum centerline monument; thence N00°29'36"E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N01°00'54"W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence N89°39'56"W 39.59 feet along the northerly line of said Lot 1, Block 3 to the TRUE POINT OF BEGINNING for this description;

thence continuing along said Lot boundary N89°39'56"W 5.54 feet to a point on the southerly right-of-way line of Powers Avenue;
 thence continuing along said Powers Avenue right-of-way line N18°37'11"W 60.00 feet to a point on the northerly right-of-way line of said Powers Avenue;
 thence continuing 56.10 feet along said Powers Avenue northerly right-of-way line which is a curve to the right having a central angle of 18°54'29", a radius of 170.00 feet, and a chord length of 55.85 feet bearing S80°50'03"W;
 thence N89°42'42"W 7.60 feet along said Powers Avenue northerly right-of-way line to the intersection point of the Culdesac right-of-way line;
 thence continuing 164.15 feet along said Culdesac right-of-way line which is a curve to the right having a central angle of 188°06'16", a radius of 50.00 feet, and a chord length of 99.75 feet bearing S61°12'49"E to the TRUE POINT OF BEGINNING for this description.

Said Public Street Culdesac Right-of-way Parcel contains 2664 Square Feet.



Engineers • Developers • Constructors

EXHIBIT A

Palouse Prairie Charter School
3.26 Acre Parcel

POWERS AVE

NURSERY ST

INDIAN HILLS 8TH ADDITION
LOT 1, BLOCK 3
Instr. No. 525967

PROFESSIONAL ENGINEER - LAND SURVEYOR
REGISTERED
#2102
JACK & HAMMOND
8/1/18

PALOUSE RIVER DR

Survey data and bearings:

- R=250.00', L=125.52', Δ=028°46'04", CL=124.21', H14° 17' 37.3"E
- (N28° 40' 39"E 64.95')
- (64.95')
- R=220.00', L=58.09', Δ=015°07'40", CL=57.92', CB=S21° 06' 49.6"W
- R=20.00', L=36.05', Δ=103°15'42", CL=31.36', CB=S38° 04' 51.1"E
- 114.90'
- R=170.00', L=56.10', Δ=018°54'29", CL=55.85', CB=S80° 50' 03.3"W
- R=200.00', L=66.00', Δ=018°54'29", CL=65.70', CB=S80° 50' 03.3"W
- R=50.00', L=164.15', Δ=188°06'16", CL=98.75', CB=S61° 12' 49.4"E
- 2664 sq. ft.
- 7.60'
- N76° 29' 49"E 39.05'
- S89° 39' 56"E 5.54'
- N89° 39' 56"W 39.59'
- TPOB
- 762 sq. ft.
- R=20.00', L=31.55', Δ=090°22'43", CL=28.38', CB=N45° 05' 56.6"E
- (127.48')
- R=230.00', L=6.89', Δ=001°43'00", CL=6.89', CB=N89° 25' 47.8"E
- R=230.00', L=69.01', Δ=017°11'29", CL=68.75', CB=N79° 58' 33.1"E
- R=50.00', L=83.61', Δ=095°48'43", CL=74.20', CB=S80° 44' 40.1"W
- (201.03')
- (N0° 05' 25"W 310.85')
- (N1° 00' 54"W 254.36')
- (251.67')
- 50° 29' 36"W 40.00'
- (N89° 30' 24"W 189.55')
- (N89° 30' 24"W 111.50')

**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 K-8 SCHOOL LOCATED AT 406 POWERS AVENUE IN THE CITY OF MOSCOW, IDAHO, WITHIN THE FARM, RANCH AND OUTDOOR RECREATION (FR) ZONING DISTRICT PER MCC 4-2-3(D)(3).

WHEREAS, the applicant filed an application for a Conditional Use Permit on November 13, 2017; and

WHEREAS, this matter came before the Moscow Board of Adjustment during a duly noticed public hearing on December 11, 2017; 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, State Statutes, and Moscow City Code.
2. The applicant is proposing to develop a 14,400 square foot K-8 Public Charter School located on a 3.26 acre portion of a 10.36 acre parcel located at the corner of Powers Avenue and Nursery Street and addressed as 406 Powers Avenue. The school, named Palouse Prairie Charter School, will have operating hours from 8:00 am to 3:30 pm Monday through Friday for up to 220 students, with 15 teachers and staff. The school operates on a traditional August through June school schedule.
3. The subject property is a 3.26 acre portion of a 10.36 acre parcel which is undeveloped and located at the terminus of Powers Ave. The land owner has concurrently applied for a lot division in order to divide the property into two parcels. The remaining eastern lot is 7.10 acres in size and is not part of the conditional use permit request.
4. The subject property is located in Farm, Ranch and Outdoor Recreation Zoning District (FR) which requires a Conditional Use Permit (CUP) for Schools, Commercial Schools, and Educational Facilities per MCC 4-2-3(D)(3).

5. Adjacent properties are located within the Multi-Family R-4 Zone to the west, Low Density Single Family Residential (R-1) Zone to the north, and Farm, Ranch and Outdoor Recreation to the south and west.
6. Existing land uses include multi-family housing to the west, single family homes along Indian Hills Drive to the far north, and undeveloped farm fields to the north and east.
7. Chapter 2 of the 2009 Comprehensive Plan, Community Character and Land Use, designates the subject property as Auto-Urban Residential (AU-R). Auto Urban Residential designated areas are those areas generally anticipated to be developed for low to moderate density residential uses at densities between 3-7 units per acre which could include a mix of detached single-family, townhome, and limited scale multiple-family residential dwellings subject to appropriate buffer yard requirements and building scale and design standards to ensure compatibility.
8. An Economic Development Strategy of Chapter 6, Economic Development, is “educational opportunities and access to arts and cultural opportunities are important considerations for attracting and retaining the “knowledge-based” workforce. Good schools are often one of the most significant considerations for highly-educated parents who are considering relocation.”
9. Chapter 3.9, Community Mobility, School Access and Transportation states, “In terms of walking routes, State regulations generally require students who live within one and one-half miles of their school must walk or use private transportation. As such, connected sidewalks are essential to safe travel to school... In the absence of safe connections, the School District may run bus routes called “safety routes” to students who live closer than one and one-half miles to school.”
10. The applicant proposed to utilize vehicular access to the subject property via Powers Avenue, which is currently developed as a 32-foot wide public street with curb, gutter, and five-foot sidewalks on both sides of the street.
11. Schools must provide one space per staff member which in this case would be 15 spaces 1 ADA accessible van space, off-street turnout areas for passenger pick up and drop off, and at least two loading spaces provided in a manner that would not result in a safety hazard to children being picked up or delivered.
12. The applicant proposed to provide 25 off-street parking spaces, 2 ADA parking spaces, and a drop-off lane for queuing at least two vehicles. The two loading zone spaces available on the site would reduce vehicular restrictions and the applicant included an inner one-way travel lane for exiting vehicular traffic. The one-way lane would also serve as a primary fire lane for fire trucks.
13. When Powers Ave was platted as part of Indian Hills 8th Addition, it was anticipated that it would eventually extend to the northeast to connect with the future extension of Southview Avenue to accommodate residential development. Since the proposed large institutional use does not require a street to transect the property, and the current proposal is to terminate Powers Avenue with a cul-de-sac that meets City standards and the International Fire Code.

14. Upon review of the submitted materials, it is the Board's determination that the proposal meets all of the required setbacks, height, and locations of the proposed buildings conform to the proper zoning requirements.

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

II. RELEVANT CRITERIA AND STANDARDS

1. **The proposed use is a conditionally permitted use within the Zoning District:** All schools and educational institutions are conditionally permitted in the Farm, Ranch, and Outdoor Recreation (FR) Zoning Districts per MCC 4-2-3(D)(3).
2. **The character of the proposed use will be in harmony with the neighborhood and surrounding land uses:** The proposed school is consistent with the existing character of the uses within the surrounding neighborhood. The single story height of the buildings is consistent with the architectural character, and will be in harmony with the surrounding neighborhood. The neighborhood is composed of vacant land, detached single family homes and three-story apartment buildings. Due to the nature of the topography and elevated height of the proposed location, the school would not negatively impact adjoining land uses.
3. **The proposed use as approved, or as approved with conditions, will not generate nuisances that would be injurious or detrimental to the adjoining properties or the neighborhood (including, but not limited to, noise, dust, glare, vibrations, odors, and the like):** The proposed use will not generate nuisances to the adjoining properties or the neighborhood through noise, dust, glare, vibrations, or odors. The school will generate additional traffic to the neighborhood, but not enough to warrant any concern to the neighborhood. The school schedule will be during working hours and will have minimal effect on the neighborhood in the evening, early mornings, and during the summer months.
4. **The location, design, and size of the proposed use will be adequately served by existing streets, public facilities and services:** The primary access to the school site is via Powers Avenue, which is a local neighborhood street with nearby access to Palouse River Drive, a minor arterial, and Highway 95 (Main Street), a National Highway. As part of this development, the owner will be required to dedicate property for and construct a 96 foot diameter cul-de-sac to City standards at the current terminus of Powers Avenue prior to any building permits being issued upon the subject property. Any improvements to Powers Avenue will be constructed to city standards which includes curb, gutters, sidewalks and a paved roadway. Palouse River Drive and Highway 95 are able to accommodate a large increase in traffic since current volumes indicate that the roadway is currently experiencing traffic volumes similar to a local residential street.
5. **The proposed use will not endanger the public health or safety if located where proposed:** The proposed use will not endanger the public health or safety on the proposed site. The proposed school will be responsible for constructing a cul-de-sac to City standards to allow for public and fire truck turnaround.

6. **Proposed use meets all applicable development standards of the Zoning Code:** The use meets all applicable development standards of the zoning code. The school's buildings will conform to the overall height and setback requirements in the zoning code. The design provides more than the required parking as specified by the code for the size and use. In addition, loading zones have been accommodated for, and a proposed traffic plan to separate busses from student drop off by car have been addressed.
7. **The proposed use will not be in conflict with the Comprehensive Plan:** The use is consistent with the Comprehensive Plan as it supports the goals and strategies of multiple chapters and does not conflict with other sections of the Plan.

III. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City of Moscow Board of Adjustment approves the application for a Conditional Use Permit for a K-8 School at 406 Powers Avenue with one condition:

1. The applicant shall dedicate property for, and construct, a 96-foot diameter cul-de-sac to City standards at the current terminus of Powers Avenue prior to any building permits being issued upon the subject property.

PASSED BY THE BOARD OF ADJUSTMENT OF THE CITY OF MOSCOW THE 18th DAY OF DECEMBER, 2017.



Mark Monson, Vice-Chairman
Board of Adjustment

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 08/06/2018**Title:** Mountain View Road Grind & Inlay - 2018 Bid Results**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: Moscow Public Works solicited for bids on the Mountain View Road Grind and Inlay Pavement Preservation Project on July 23, 2018. The base bid for the project will improve the deteriorated segment of Mountain View Road from its intersection with East Sixth Street to Joseph Street. The project will remove a portion of the existing asphalt, install a pavement overlay geotextile fabric, and place approximately 4,104 square yards of a 2.5-inch thick asphalt pavement overlay. An "Add Alternate Bid" was added to allow for paving of the North lane of White Avenue from approximately 140' east of State Highway 8 to the intersection of White Avenue and Blaine Street. The White Avenue work includes 2,063 square yards of full depth (4-inch) asphalt pavement which was removed during the installation of the 2018 White Avenue water line replacement project.

The contract construction period is scheduled at ten (10) calendar days for the Base Bid and five (5) calendar days for the Bid Alternate. The bid solicitation included the requirement that the Mountain View work be completed by September 28, 2018 and the White Avenue work be completed by September 3, 2018 to avoid complications with the additional White Avenue traffic during the Latah County Fair (September 13-16).

The total Engineer's estimate was \$164,697, which consisted of \$97,997 for the Mountain View base project and \$66,700 for the White Avenue alternate project.

Bid opening for the project took place on Friday, July 27, 2018, at which two bids were received. Motley-Motley was the apparent low bidder on the project, with bids of \$90,618 for the base project and \$58,882 for the White Avenue alternate. Poe Asphalt submitted bids in the amounts of \$101,263.20 for the base project and \$67,306 for the White Avenue alternate. A complete bid tabulation is attached.

STAFF RECOMMENDATION: Accept the lowest responsive bid from Motley-Motley, award the contract for both the base project and the add alternate in the amount of \$149,500, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS: Accept the lowest responsive bid from Motley-Motley, award the contract for both the base project and the add alternate in the amount of \$149,500, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or take such other action deemed appropriate..

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and inspection

08/06/18 350.150.40.770.80 · Pavement Management Program \$126,666.46

08/06/18 320.320.70.770.73 · Water Capital Improvements - Water Lines \$22,833.54

Total: \$149,500.00

Attachments

Mt View Rd Grind and Inlay - Bid Tabulation
Construction Agreement

Mountain View Road Grind & Inlay - 2018
Bids Opened 7/27/2018

Base Bid - Mountain View (Sixth to Joseph)

				Engineers Estimate		Bid From: Motley-Motley, Inc.		Bid From: Poe Asphalt Paving, Inc.	
Item No.	Item Description	Qty.	Unit	Price	Total	Price	Total	Price	Total
1	Mobilization	1	L.S.	\$7,300.00	\$7,300.00	\$8,427.15	\$8,427.15	\$13,500.00	\$13,500.00
2	Inlet Protection	2	EACH	\$250.00	\$500.00	\$200.00	\$400.00	\$130.00	\$260.00
3	Planing Bituminous Pavement	4071	S.Y.	\$3.00	\$12,213.00	\$2.50	\$10,177.50	\$3.45	\$14,044.95
4	Pavement Overlay Geotextile	4071	S.Y.	\$4.00	\$16,284.00	\$3.85	\$15,673.35	\$3.75	\$15,266.25
5	1/2" Superpave HMA Pavement	580	TONS	\$90.00	\$52,200.00	\$88.00	\$51,040.00	\$86.00	\$49,880.00
6	Adjust Utilities	4	EACH	\$500.00	\$2,000.00	\$350.00	\$1,400.00	\$553.00	\$2,212.00
7	Traffic Control	1	L.S.	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$6,100.00	\$6,100.00
				TOTAL =	\$97,997.00	TOTAL =	\$90,618.00	TOTAL =	\$101,263.20

Add/Alternative Bid - White Ave (Troy Rd. to Blaine)

				Engineers Estimate					
Item No.	Item Description	Qty.	Unit	Price	Total	Price	Total	Price	Total
1	Mobilization	1	L.S.	\$4,900.00	\$4,900.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
2	Inlet Protection	6	EACH	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$131.00	\$786.00
3	Paving Prep Work	1	L.S.	\$4,000.00	\$4,000.00	\$3,612.00	\$3,612.00	\$6,450.00	\$6,450.00
4	1/2" Superpave HMA Pavement	470	TONS	\$90.00	\$42,300.00	\$91.00	\$42,770.00	\$90.00	\$42,300.00
5	Adjust Utilities	18	EACH	\$500.00	\$9,000.00	\$350.00	\$6,300.00	\$140.00	\$2,520.00
6	Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,250.00	\$5,250.00
				TOTAL =	\$66,700.00	TOTAL =	\$58,882.00	TOTAL =	\$67,306.00

Grand Total = \$164,697.00

Grand Total = \$149,500.00
 % Change 90.8%
 Difference \$15,197.00

Grand Total = \$168,569.20
 % Change 102.4%
 Difference \$3,872.20

CONSTRUCTION AGREEMENT
FOR MOUNTAIN VIEW ROAD GRIND AND INLAY - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND MOTLEY-MOTLEY, INC.

THIS CONSTRUCTION AGREEMENT FOR MOUNTAIN VIEW ROAD GRIND AND INLAY – 2018 BETWEEN CITY OF MOSCOW, IDAHO AND MOTLEY-MOTLEY, INC. (hereinafter “Agreement”), dated this ____ day of _____, 2018, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Motley-Motley, Inc., 6901 SR 270, Pullman, Washington, 99163 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR’s bid;

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

ARTICLE 1.
CONTRACT DOCUMENTS

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

1. Advertisement for Bids;
2. Project Specifications titled: Mountain View Road Grind and Inlay - 2018
City of Moscow Project No. 109-018
3. Bid/Proposal of CONTRACTOR, dated July 27, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, physically attached to this Agreement;
6. One Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

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:

“Mountain View Road Grind and Inlay – 2018”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no earlier than the Notice to Proceed, and the Base Bid shall be substantially completed on or before September 28, 2018. The Bid Alternate shall start no earlier than the completion of the curb work for City of Moscow Project number 114-016, PARADISE PATH AND MULTIMODAL EXTENSION, and be substantially completed on or before September 3, 2018.

Base Bid work shall be completed on or before Ten (10) calendar days from the commencement of work, and Bid Alternate work shall be completed on or before Five (5) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. Bid Alternate work shall take place in coordination with the City of Moscow Project number 114-016, PARADISE PATH AND MULTIMODAL EXTENSION. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

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 Forty-Nine Thousand Five Hundred Dollars (\$149,500) for Base Bid and Alternative Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of One Hundred Forty-Nine Thousand Five Hundred Dollars (\$149,500) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the 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 its services hereunder. CONTRACTOR 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, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Engineer and CITY.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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

ARTICLE 10.
ADHERENCE TO LAW REQUIRED

All applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

**ARTICLE 11.
EMPLOYMENT DISCRIMINATION**

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

**ARTICLE 12.
LEGAL FEES**

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

**ARTICLE 13.
JURISDICTION AND VENUE**

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.

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

**ARTICLE 15.
COMMUNICATIONS**

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

Contractor: Motley-Motley, Inc.
6901 SR 270
Pullman, Washington 99163

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

ARTICLE 16.
APPROPRIATIONS AND APPROVAL

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

This Agreement shall not become effective or binding until approved by the City of Moscow.

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

Contractor: Motley-Motley, Inc.

City: City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

Attachment: Construction Agreement (1783 : Mountain View Road Grind & Inlay - 2018 Bid Results)

ACKNOWLEDGMENT

STATE OF _____)
) ss:
 County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Motley-Motley, Inc.

(seal)

Notary Public residing at: _____
 My commission expires: _____

Attachment: Construction Agreement (1783 : Mountain View Road Grind & Inlay - 2018 Bid Results)