Moscow City Council

Regular Meeting

~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins

City Clerk

208.883.7015

Tuesday **Council Chambers**

7:00 PM

September 4, 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 August 20, 2018 Minutes – Laurie M. Hopkins**

Documents:

CITY COUNCIL MINUTES OF AUGUST 20, 2018.PDF

B. **1105 & 1121 West A St Lot Line Adjustment - Leah Carlson**

The owner of University Village Apartments is proposing a lot line adjustment between two parcels located at 1105 and 1121 West 'A' Street. Parcel B, which currently has two multi-family apartment buildings constructed upon it, is proposed to be reduced from 46,040 square feet to 40,740 square feet in size and Parcel C is proposed to be expanded from 9,777 square feet to 15,077 square feet. The purpose of the lot line adjustment is to accommodate future development on Parcel C. The subject property is located within the Residential/Office Zoning District which has a minimum lot area of 5,000 square feet and minimum lot width of 50 feet. A proposed access easement will provide access to Parcels B and C from West A St, utilizing an existing approach. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 27, 2018.

ACTION: Approve the lot line adjustment request.

Documents:

LOT LINE ADJUSTMENT.PDF

C. **Continue Providing I.S. Support To SMART Transit - Jesse Flowers**

The Information Systems Department has been providing basic I.S. support to SMART Transit since 2014. The current contract is up for renewal and staff has worked with SMART Transit to make a few modifications to the contract to better meet the needs of both the City and SMART Transit. This was reviewed and recommended for approval by the Administrative Committee on August 27, 2018.

ACTION: Approve the Agreement for Computer Services between the City of Moscow, Idaho and SMART Transit.

Documents:

IS SUPPORT FOR SMART.PDF

D. **Request For City To Provide I.S. Support To PEP - Jesse Flowers**

Staff has been approached with a request from the Partnership for Economic Prosperity (PEP) to provide IS support. PEP is located in leased space in the City-owned Intermodal Transit Center. This was reviewed and recommended for approval by the Administrative Committee on August 27, 2018

ACTION: Approve the Agreement for Computer Services between the City of Moscow and the Partnership for Economic Prosperity.

Documents:

IS SUPPORT FOR PEP.PDF

E. **Third And Jackson Sidewalk Replacement Bid Results – Les MacDonald**

The City published an advertisement for bids on August 3, 2018 for Third And Jackson Sidewalk Replacement Project. This project is a joint effort between the City, Moscow Urban Renewal Agency, and the property owner to replace the deficient sidewalk around the property located on the SE Corner of Third and Jackson Streets as well as upgrade the furniture zone and lighting to meet the current design recommendations for the downtown streetscape. The base bid for the project includes removing and replacing concrete sidewalk, curb, tree wells, illumination system, and installing concrete pavers along the North and West frontage of 129 West Third Street. The Engineer's estimate for the project was $33,104.00.

Bid opening for the project took place on August 14, 2018, at which time one bid was received. McCall's Classic Construction was the apparent low bidder on the project, with a bid of $37,794.50. A complete bid tabulation is attached. This item was presented to the Public Works/Finance Committee on August 27, 2018 and was recommended for approval.

ACTION: Accept the low bid from McCall's Classic Construction, award the contract in the amount of $37,794.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract

amount.

Documents:

THIRD AND JACKSON SIDEWALK REPLACEMENT.PDF

F. **Dog Park Grounds And Drainage Rehabilitation Project - David Schott**

The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of $6,985. The budgetary line item for the expense will be Parks and Recreation, Parks Professional Services 120-165-30-642-10.

The one acre dog park is located on White Avenue next to the Humane Society of the Palouse. The grand opening of the dog park was held on July 17, 2001. Over the years, the majority of the turf has degraded due to continuing overuse, and is unrepairable in its present condition. As a result, the area becomes very muddy and basically unusable during the rainy season.

Design services will include an evaluation of the area, surfacing, drainage, grading, construction drawings, and an estimate of construction costs to mitigate the muddy conditions of the dog park.

On August 27, 2018, the Public Works / Finance Committee reviewed and recommended approval.

ACTION: Approve agreement with Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of $6,985.

Documents:

DOG PARK REHAB PROJECT.PDF

2. **Staff Recognition Report - Gary J. Riedner**
3. **Mayors Appointments**
4. **Public Comment And Mayor's Response Period (Limit 15 Minutes)**
5. **Confirmation Of Sarah Banks As Finance Director And Oath Of Office - Gary J. Riedner / Laurie M. Hopkins**
6. **Citizen Commission Report - Farmers Market Commission - Jen Pfiffner / Jamie Hill**
7. **Moscow Police Department Explorer Program - James Fry / McKensie Fosberg**

The Moscow Police Department is seeking to establish a Moscow Explorer Program. The purpose of this program is to provide young people with the opportunity to volunteer within the community, learn about a career in law enforcement and to build strong youth leaders through core values of service,

pride, integrity, compassion and excellence. If approved, the program will commence on October 1, 2018, with background checks and interviews occurring prior to this date. This was reviewed and recommended for approval by the Administrative Committee on August 27, 2018.

PROPOSED ACTIONS: Approve the Moscow Police Department Explorer Program or take other such action deemed appropriate.

Documents:

MPD EXPLORER PROGRAM.PDF

Reports

City Council
Mayor
Staff

Adjourn

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

Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

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208.883.7015

Monday **August 20, 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, Mike Ray, Tim Davis, Laurie M. Hopkins

Pledge of Allegiance
Council Member Sullivan led the Pledge of Allegiance.

1. Consent Agenda

A. Approval of Moscow City Council August 6, 2018 Minutes – Laurie M. Hopkins

B. Disbursement Report for July 2018 – Sarah Banks
Staff will present the Accounts Payable Report for the month ending July 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

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

C. 775 Indian Hills Drive Lot Line Adjustment – Michael Ray
Jim Swift is requesting a lot line adjustment between Lots 8 and 9 of Indian Hills Seventh Addition currently addressed as 775 Indian Hills Drive. Lot 8 is currently 13,343 sf in size and Lot 9 is currently 12,112 sf in size. The applicant is proposing to adjust the common lot line between the two parcels to make construction of homes on the properties more feasible due to difficult grades and a previously constructed retaining wall. The proposed lot line adjustment will render Lot 8 - 15,826 sf in size and Lot 9 - 9,631 sf in size. The subject properties are located in the Low Density Single-Family Residential (R-1) Zoning District which has a minimum lot area of 9,600 sf and a minimum lot width of 80 feet. Both parcels will meet the minimum lot area and width requirements for the R-1 Zone. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

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

D. ITD 5339 Grant Project Funding Agreements - Time Extension Amendments – Alisa Anderson
In March of 2015, the City submitted a grant application to the Public Transportation Division of the Idaho Transportation Department (ITD) for a Rural One-Time Capital Asset 5339 Bus and Bus Facilities Funding solicitation. In June of 2015, the City received notification the application was fully funded as requested with a funding period from October 1, 2016 to September 30, 2018.

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The project components for Bike and Bus Shelters include purchase and installation of a covered bike parking shelter, installation of five bus shelters, and purchase and installation of a bus stop bench. The Bike Amenities project includes the purchase and installation of bike sharrows and way-finding signage. Each project has a separate updated Grant Project Funding Agreement and Attachment A Project Budget Request attached to this report amending the project ending dates from September 30, 2018 to December 31, 2018, as detailed in the attached "Request for Time Extension." This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

ACTION: Approve the Grant Project Funding Agreements for Bike and Bus Shelters and Bike Amenities and Attachment A for Capital Asset 5339 federal funds extending the project end date to December 31, 2018.

E. SCADA Replacement Project FY2017 - Change Order No. 1 – Les MacDonald

In July of 2017 the City published an advertisement for bids for the Supervisory Control And Data Acquisition (SCADA) Replacement Project - 2017 with an Engineer's Estimated cost of $483,881.00. Only one bid, from Strom Electric, was received. The bid from Strom was presented to and awarded by City Council for $357,000.00 with Staff authorization to approve change orders up to 10% of the contract amount. Change Order #1 addresses increased quantities of system components with a cost exceeding the 10% Staff authorization threshold, so the change order is being presented to the City Council for approval in accordance with City policy. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

ACTION: Approve Change Order No. 1 for the SCADA Replacement Project.

F. Third Street Interpretive Sign Project – Michael Ray

The Historic Preservation Commission has undertaken a project to create interpretive signage for the larger institutional buildings along the Third Street corridor which are on the National Register of Historic Places. The buildings that have been identified are the 1912 Center, City Hall, Carnegie Library, and the Methodist Church. The interpretive signs are intended to be installed adjacent to the public sidewalk and convey important historical information about the buildings. This was reviewed by the Administrative Committee on August 13, 2018 and recommended for approval.

ACTION: Authorize the Historic Preservation Commission to proceed with ordering and installing the interpretive signs which have been budgeted in FY2018 and FY2019.

G. Moscow School District Agreement for School Resource Officer – James Fry

The City of Moscow, through the Moscow Police Department, has been employing a School Resource Officer (SRO) position for over 18 years to provide a law enforcement presence and additional resources to the Moscow School District to assist in providing and maintaining a safe and healthy student environment. Taking into account recent incidents of violence in schools across the nation, the District has requested that the City provide an additional School Resource Officer. The City will continue to bear the cost of the first School Resource Officer and Moscow School District shall provide funding to City to support the second SRO position. If approved, the agreement shall commence on the first day of October, 2018 and will provide 70% funding of the additional position for the first year, 85% the second year and 100% the third year and each subsequent year. This was reviewed and recommended for approval by the Administrative Committee on August 13, 2018.

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ACTION: Approve the Memorandum of Understanding for Professional Services between the City of Moscow, Idaho and the Moscow School District No. 281.

H. Vandal Town Block Party Resolutions – Jen Pfiffner

The City of Moscow, University of Idaho and Moscow Chamber of Commerce are hosting the annual Vandal Town Block Party September 7, 2018 in downtown Moscow. The event will welcome back students while celebrating our important community partnerships. The block party is held on Main Street and features live music and local vendors. In years past, local businesses have been provided the opportunity to join the Block Party by hosting beer/wine gardens in the Main Street area and through allowed expansion of permitted sidewalk cafés during the event. Both activities require resolutions. Staff has prepared proposed resolutions for Council consideration. This was reviewed and recommended for approval by the Administrative Committee on August 13, 2018.

ACTION:

A. Approve the attached resolution allowing beer/wine gardens during the 2018 Vandal Town Block Party.
B. Approve the attached resolution allowing expansion of Sidewalk Cafés during the 2018 Vandal Town Block Party.

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

None offered.

3. Mayors Appointments

None offered.

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

None offered.

5. Public Hearing: Proposed Rezone at 406 Baker Street – Michael Ray

The applicant, Robert Peterson, is requesting to rezone a 32,569 square foot parcel located at 406 Baker Street. The parcel is currently zoned Neighborhood Business (NB) which the applicant is proposing to change to the Residential Office (RO) Zone. The Planning & Zoning Commission conducted a public hearing on July 11, 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 item going over the zoning in the area. There is adequate capacity for water and sewer and the rezone is consistent with the Comprehensive Plan. The neighborhood meeting took place May 23, 2018 and P&Z recommended approval at their meeting on July 11, 2018.

Public hearing opened at 7:09 p.m. No public comments were offered. The public hearing was closed at 7:10 p.m.

Bonzo moved, Bettge seconded to approve the 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 of the Planning and Zoning Commission Reasoned Statement of Relevant Criteria. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2018-10:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF AN APPROXIMATELY THIRTY-NINE THOUSAND, THREE HUNDRED EIGHTY-SIX (39,386) SQUARE FEET OF PROPERTY, DESCRIBED IN SECTION 1 OF THIS ORDINANCE, AS RESIDENTIAL OFFICE (RO); 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.

6. **Public Hearing: Amendment of Title 4, Chapters 4, 7, 8, and 10 of M.C.C. Regarding Various Zoning Code Amendments – Michael Ray**

   The Planning and Zoning Commission has been working over the past few months on minor revisions to various sections of the Zoning Code within Title 4, Chapters 4, 7, 8, and 10. The proposed amendments pertain to Planned Unit Developments, lot frontage and access requirements, expiration periods for certain land use actions, and public notice requirements. The Commission conducted a public hearing on this proposed ordinance on July 25, 2018 and unanimously recommended approval to City Council. This was reviewed by the Administrative Committee on August 13, 2018.

   PROPOSED ACTIONS: Conduct the public hearing and upon consideration of testimony presented, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

Ray introduced the item going over the proposed changes. Changes include requiring street right-of-way with exceptions for flag pole lots and larger properties in more rural zones; a PUD eligibility section to clarify which zones they are allowed in; elimination of Special Use Permits; expiration and extensions for Conditional Use Permits (CUP). The initial CUP is proposed to be issued for a two year approval, extension of two years approved by the Zoning Administrator and another two year extension through the Board of Adjustment (BOA) with no public hearing unless certain factors exist. At that time the BOA would determine the length of the extension.

There are no PUD's in the Neighborhood Business Zoning District and do have PUDs with no commercial component in the Motor Business Zoning District. The rational of PUD renewals were the initial expiration can creep up quickly and Moscow has a linear 1.3% growth and the area normally does not change drastically in that amount of time.

Mayor Lambert opened the public hearing at 7:35 p.m.

David Hall, 1334 Wallen Rd Moscow, feels six years is quite a large extension approval. He suggested some corrections to errors in this proposal and P&Z disregarded them; why only seven day notice on property; takes time for citizens to review materials; people rarely read the newspaper; extension from one to a possible six is concerning; conditions requiring a hearing needs to be all three conditions, not one or the other; suggests keeping the timeframe for public notices.

Joann Muneta, 203 S Howard Moscow, agrees with what Hall said. She doesn't see a benefit to reducing the timeline; it may prevent people the opportunity to speak on a subject. She suggests keeping the 30 day period before a Council hearing; at the four year expiration a public hearing should be held regardless.

Tina Hilding 411 N Howard Moscow, encouraged the public process; a public hearing works; should ensure the public is always allowed to speak at hearings.

Mayor Lambert closed the public hearing at 7:43 p.m.

Bonzo said the P&Z Commissioners took into account public involvement as well as streamlining the process for the applicant. Zabala said a large topic of discussion was the reduction from 30 days to 15. Sometimes the way the meetings work there is a buffer that allows more time than just the 15 days. Bettge agreed there is more than 15 days after publication and scheduling of meetings. He suggested deleting the BOA extension. Boland agreed. Taruscio liked the idea of a streamlined permitting process. Sullivan confirmed the reduction of notice does not apply to CUP's.

Bettge moved to approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary with the elimination of the BOA extension consideration for CUPs at the end of the initial term and two year extension by the Zoning Administrator. Zabala seconded.

Belknap asked for clarification that the elimination was for both the CUP section and the Variance section. Bettge confirmed that was his intention and Zabala agreed. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2018-11:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTERS 4, 7, 8, AND 10; PROVIDING FOR THE INSERTION OF MISSING BASE DENSITY REQUIREMENTS FOR PLANNED UNIT DEVELOPMENTS; PROVIDING FOR ACCESS REQUIREMENTS FOR RURAL ZONING DISTRICTS; PROVIDING FOR THE AMENDMENT OF THE EXPIRATION AND EXTENSION PERIODS FOR CERTAIN LAND USE ACTIONS; PROVIDING FOR THE AMENDMENT OF THE TIME PERIOD FOR PUBLIC NOTICE REQUIREMENTS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

7. Public Hearing: Open Budget for Fiscal Year 2017-2018 (FY2018) – Gary J. Riedner

The State of Idaho provides a process for cities to amend the original budget appropriation ordinance in accordance with Title 50-1003 of the Idaho Code. Staff is proposing to amend Ordinance 2017-07 due to federal, state and local grant awards, contributions and donations within the Recreation and Culture Fund, the Pumper Fire Truck, computer purchases, street maintenance and other projects. The proposed appropriation change is $2,019,967. The Administrative Committee reviewed the ordinance on August 13, 2018.

PROPOSED ACTIONS: Conduct the public hearing upon the Ordinance amending the FY2018 City of Moscow Annual Appropriation Ordinance and upon consideration of testimony presented 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.

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Riedner explained the process for amending the current budget and went through the revenues and expenditures effected. Items included grants, vehicles, street maintenance, art projects, computers, and playground equipment.

Mayor Lambert opened the public hearing at 8:06 p.m. Hearing no testimony, he closed the public hearing at 8:07 p.m.

Boland moved, Taruscio seconded to approve the amendment of the FY2018 City of Moscow Annual Appropriation Ordinance. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2018-12:
AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2017-07, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; TO APPROPRIATE MONIES IN THE SUM OF EIGHTY ONE MILLION NINE HUNDRED SIXTEEN THOUSAND SIX HUNDRED EIGHTY SIX DOLLARS ($81,916,686); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

8. Single Stream Curbside Recycling Program Modification – Tim Davis

The landscape of recycling, and especially single stream recycling, has changed dramatically over the past year due to new regulations imposed by the government of China known as "National Sword 2017" and "Blue Sky 2018". China has historically imported over 50% of the worlds recyclables, but these new policies severely restrict imports of recyclables and impose unachievable contamination rates. These new policies have flooded domestic recycling markets resulting in historic low market values for recyclables.

To maintain the economic viability of the single stream curbside recycling program in Moscow, we must adapt to these dramatic shifts to the world and domestic markets. Staff is proposing modifications to the single stream recycling program by concentrating focus on collecting high quality, marketable materials rather than expanded lists of low grade and difficult to market materials. Subtle changes to acceptable materials in the single stream program will also require an extensive public education effort to minimize confusion by customers. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 13, 2018.

PROPOSED ACTIONS: Authorize staff to modify the single stream curbside recycling program as presented, or take other action deemed appropriate.

Davis introduced the item as written above. In addition to the new regulations from China, Moscow Recycling has just recently received notice the current Material Recovery Facility (MRF) provider is raising single stream processing fees from $77.00 per ton to $95.00 per ton and to expect another rate hike raising rates to over $100 per ton in September With the new regulations and single stream processing fees going up, staff is proposing to scale back acceptable items. Davis described the proposed education program for citizens. Staff has been working closely with LSI/Moscow Recycling to explore alternative MRF options from what is currently being used and will monitor MRF rates on a monthly basis in an effort to secure the most favorable rates for Moscow. The Department of Ecology created a best practices flyer for co-mingled recyclables which will be included in the information packet to the public. Some of the practices are proposed to be implemented in Moscow. Latah County is also changing recycling policy. Multi-family recycling education will be a challenge with the annual turnover of students. Working with the property management companies will help that education effort. The changes will be at the recycling center except pots and pan as well as shredded paper will still be accepted there. The

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education campaign will be an ongoing effort and hoping it is put together in September.

The lids will be painted black to hide the current list of recyclables and will most likely be done on collection days. Sullivan feels choosing particular packaging nd consuming less and may be able to be included in the education, perhaps developing incentives.

Bonzo said two fifth graders from Troy Elementary approached her with the desire to help out and getting the schools involved. Dancea Salerno said she wants to help the community to make it a better place for everyone. Gretchen Fiedler also wants to help and is already starting to put together ideas.

Taruscio moved, Bonzo seconded to authorize staff to modify the single stream curbside recycling program as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

The meeting recessed at 8:24 p.m. The meeting resumed at 8:32 p.m.

9. Third Street Corridor Multimodal Improvements - Phase I Bid Results – Scott Bontrager

The City published an advertisement for bids on July 28, 2018 for the Third Street Corridor Multimodal Improvements - Phase I project. The base bid for this project phase includes the installation of approximately 1,650 linear feet of sidewalk, 25 pedestrian ramps, 5 bulb-outs, concrete curb, driveway approaches, retaining walls, stormwater pipe and catch basins on Third St from Hayes St to Mountain View Rd. The base bid also includes the installation of school zone flashing beacons around Moscow High School and Lena Whitmore Elementary and pedestrian hybrid beacons at the Third St and Mountain View Rd pedestrian crossing. An "Add Alternate Bid" was included for the installation of two raised crosswalks and associated work items at the intersections of Third St & Monroe St and Third St and Cleveland St.

The total Engineer's estimate for the project was $445,829.88, which consisted of $357,709.88 for the base bid and $88,120.00 for the Add Alternate bid.

Bid opening for the project took place on August 14, 2018, at which one bid was received. McCall's Classic construction was the apparent low bidder on the project, with bids of $388,813.13 for the base project and $92,235.25 for the raised crosswalks alternative. A complete bid tabulation is attached.

PROPOSED ACTIONS: Recommend City Council accept the low bid from McCall's Classic Construction, award the contract for base bid only in the amount of $388,813.13, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount; or provide staff further direction.

MacDonald introduced the item as written above. The add alternates included in the bid solicitation were raised pedestrian crosswalks at Monroe and Cleveland.

MacDonald also gave an update on the Third Street construction: Adams Street crossing construction is complete; initial striping is currently underway; signs needs to be installed. These items should be open prior to first day of school, possibly complete by the end of week. The Third Street reconstruction Phase 2 project is ongoing. The utilities are just about done and then the surface work can begin. This project will extend approximately a month. Included in the contract on the agenda are the flashing beacon lights for the speed light signs and the HAWK lighting.

Sullivan asked if one crosswalk in the add alternate could be added to the contract. MacDonald responded a change order could be used to complete one of the crosswalks.

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Bonzo moved, Taruscio seconded, to accept the low bid from McCall's Classic Construction, award the contract for base bid only in the amount of $388,813.13, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount. Sullivan asked staff opinion whether the Monroe Street raised crosswalk warrants installation now. MacDonald pointed out the improvements were determined by the multi-modal bridge installation and the anticipated traffic increase. There has not been any recurring issues or history of events that would support a raised crosswalk at Monroe in the existing climate. The reduced speed limit and the reduction of lane width will both be traffic calming measures. Council previously directed staff to monitor the various components after installation. Discussion ensued regarding the potential for prices to skyrocket similar to what happened to the Jackson Street restroom. Boland is hesitant to spend money on something that is not warranted and other traffic calming measures are being installed. Bonzo reiterated the subcommittee wanted the upgrades based on the multi-modal bridge being installed.

Sullivan moved to amend the motion to accept the bid and add alternate with direction to staff to negotiate a change order with the contractor for the Monroe Street raised pedestrian crosswalk and bring back to Council for approval of the change order. The proposed amendment dies due to a lack of a second. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

10. Discussion Regarding Educational Institutions in the Central Business District – Bill Belknap

During the recent Zoning Code update that was passed by the Council on May 21st, questions were raised by Council regarding the allowance of Educational Institutions (colleges and universities) within the Central Business (CB) Zoning District. The City Council approved the Zoning Code amendment as presented, but requested that the Administrative Committee continue the discussion regarding the allowance of educational uses within the CB District. Staff will provide a presentation upon the history of the CB Zone and the 2005 City Code amendment that addressed educational uses including schools, commercial schools and educational institutions within the City's Commercial Zoning Districts and seek further Council direction.

PROPOSED ACTIONS: Receive report and provide Staff further direction.

Belknap explained zoning was developed to restrict the use of private land and segregate those thought to be incompatible. In recent years there is more push to integrate zones. Belknap described the forms of zoning with Moscow based on the Euclidean zoning. Moscow's first zoning ordinance for downtown was passed in 1933 and included a Commercial and Business zone. The second zoning ordinance was passed in 1957 and where the CBZD was created. This district allowed private schools conducted for gain. Also in the 1957, an amendment to the R-3 zone included Institutions For Higher Education. In 1971, the CBZD became Community Business and the first appearance of a definition of Educational Institution was included. In a 1981 ordinance, the Educational Institution definition did not appear, although a University zoning district was created. The next code revision was 1990 and reverted back to CBZD and Education Institution definition reappears.

In 2004-2005, two educational uses were allowed in commercial districts using a particular land use category and interpretation by the zoning administrator. Education Institutions was defined in the code and would have addressed the private college use. Commercial Schools was also defined but is different from schools in general. Council referred the matter to Planning and Zoning Commission (PZC) and Council adopted the recommendations through Ordinance 2005-33. This ordinance allowed commercial schools and educational institutions as a conditionally permitted use in CBZD.

Belknap went through the purpose, principal uses and conditional uses of the CBZD. He also listed the conditional use criteria and showed a map of the downtown and surrounding zoning. The existing education institution uses in the CBZD are New Saint Andrews in two locations and the University of Idaho WWAMI anatomy lab. Belknap described the history of the two applications in the last 12 months.

Minutes Acceptance: Minutes of Aug 20, 2018 7:00 PM (Consent Agenda)

A question was included in the fall 2017 Commission Survey to understand the community's opinion on the topic of educational institutions in the CBZD. There are some concerns regarding the wording of the question and how respondents interpreted the question. PZC discussed educational institutions and reviewed the commission survey question results during the recent code update before forwarding on the Council. Staff is looking for what new information the Council would like PZC to consider. Belknap gave some options for the Council to consider to gain a better understanding of the community's opinion.

Belknap explained in response to a question from Bonzo the intents and purposes statements shape the desire of the Council. The statement does not regulate land use. Discussion ensued on how to develop survey questions. Belknap noted the citizen survey only goes to residential addresses but could put together a commercial list. He also explained e understood the confusion of the previous survey question was did it apply to existing uses or apply to only new or the expansion of existing uses. Staffs recommendation would be to break the question up into those facets. This survey could also include an open ended question. Boland feels the questions need to identify what kind of problems the citizens feel are a problem then address accordingly. Sullivan felt another confusion was should the use continue as a permitted use by right, permitted conditionally or not permitted.

Riedner said the citizen survey is drafted in September; sent out in October; receipt of results in November; draft results compiled in December; report to Council in January. Bonzo wondered if, because the timeline is quite long, perhaps not allowing certain things in CBZD until the full Council can make a decision. Riedner said that would be to move to a moratorium, which means there is an emergency or extraordinary circumstance by which Council wants to put the issue on hold until they work through it. Bettge and Taruscio were against a moratorium with Bettge adding he didn't feel there is an emergency to justify it.

The consensus of the Council was to include both CBZD business owners as well as property owners. Riedner stated surveys don't typically solicit a member of a certain class as there are exclusionary issues by doing that. The zoning code belongs to the community and the entire community has a right to comment. The questions and information needs to be identical or the results are skewed. Sullivan agreed it needs to go to entire community and added she feels the CBZD is unusually impacted.

Taruscio proposed to receive the report and instruct staff to draft questions that will fully discover if there is a problem with higher educational institutions in the CBZD and if education institutions is something the community wants in the CBZD. Sullivan doesn't want to ask if it is a problem but what the community wants the future of downtown to be. Sullivan also asked that the survey include background on educational institution components.

If the City Council determines the desire is to change the code, there would be two public hearings, one at PZC and one at Council. If the City Council supports the code the issue as written in the code, there would not be a public hearing.

There was consensus of the Council on the direction to staff.

Reports

City Council
Moscow Tree Commission - Taruscio said the Commission is working on questions for the commission survey; selecting type of tree seedlings; discussing downtown trees.

Moscow Volunteer Fire Department - Taruscio said they are in the midst of remodeling stations and discussions on HIPAA when hiring employees.

Minutes Acceptance: Minutes of Aug 20, 2018 7:00 PM (Consent Agenda)

Palouse Basin Aquifer Committee - Boland reported they have a timeline for research leading up to the alternative water supply to be implemented in 2027. Another discussion was the possibility to acquire land in the Salmon River cheaper than the Snake River.

Moscow Pathways Commission - Sullivan said the Commission changed the bike tour to September 18 and now coincides with Pedaling on the Palouse week, September 17-22. Also received an update on SPIN and the possibility of recommendations on policy.

Moscow Arts Commission - Bonzo said the Mayors Arts Awards nominations deadline is Sept 28 with awards on October 25; Young Peoples Art Festival is coming up next and scheduled in the Third Street Gallery; Kathleen Burns retirement party is scheduled for October 11; three positions open on the Commission.

Poverty on the Palouse - Bonzo said the group is down to ten people and looking for facilities, funding and volunteers.

Palouse Knowledge Corridor - Bettge reported they are in transition with the approach to the community. This year will involve high school students. In the Spring, they will host a two day version on a weekend and then an advanced bootcamp following.

Council Members also reported on other events.

Mayor
Mayor Lambert attended and described the National Night Out and the Mayors Golf Tournament events. He also helped welcome eleven MVFD residents. He also participated in the international students welcome, athletic year kickoff, and SYNC all at the University of Idaho.

Staff
Riedner gave details on the Indian Hills Park dedication and the annual summer employee appreciation picnic.

Adjourn
The meeting was closed at 9:49 PM

_____
Bill Lambert, Mayor

ATTEST:

_____
Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 09/04/2018
Title: 1105 & 1121 West a St Lot Line Adjustment
Responsible Staff: Leah Carlson

Information

DESCRIPTION: The owner of University Village Apartments is proposing a lot line adjustment between two parcels located at 1105 and 1121 West 'A' Street. Parcel B, which currently has two multi-family apartment buildings constructed upon it, is proposed to be reduced from 46,040 square feet to 40,740 square feet in size and Parcel C is proposed to be expanded from 9,777 square feet to 15,077 square feet. The purpose of the lot line adjustment is to accommodate future development on Parcel C. The subject property is located within the Residential/Office Zoning District which has a minimum lot area of 5,000 square feet and minimum lot width of 50 feet. A proposed access easement will provide access to Parcels B and C from West A St, utilizing an existing approach. This was reviewed and recommended for approval by the Public Works/Finance Committee on August 27, 2018.

STAFF RECOMMENDATION: Approve the lot line adjustment request.

ACTION: Approve the lot line adjustment request.

Necessary Resources/Impacts

N/A

Attachments

Request Letter
Site Plan
Legal Description
Access Easement Legal Description

William J Kearns
124 E Curling Drive
Boise, Idaho 83702

Dear Mayor and City Council,

Please accept this letter as my request to adjust a lot line. Both lots are owned by Double Barrel, LLC of which I am the sole and managing member. The lots are a part of the University Village apartment complex. As per the attached site plan, I am asking to adjust the lot line to the west of that portion of Lot 7 (aka "Parcel C") into Parcel B. The adjustment will allow me to incorporate an access easement and enlarge that portion Parcel C for future development. I do not have any timeline or development plans at this time.

Parcel B is currently 46,040 sf and will be reduced to 40,740. Parcel C is currently, 9,777 sf and will increase to 15,077 sf. All parcels maintain the required setbacks, parking ratios and various code requirements.

I have attached for your review the legal descriptions for both Parcel 2 and the expanded Parcel C as well as the access & utility easement over the drive area on Parcel C.

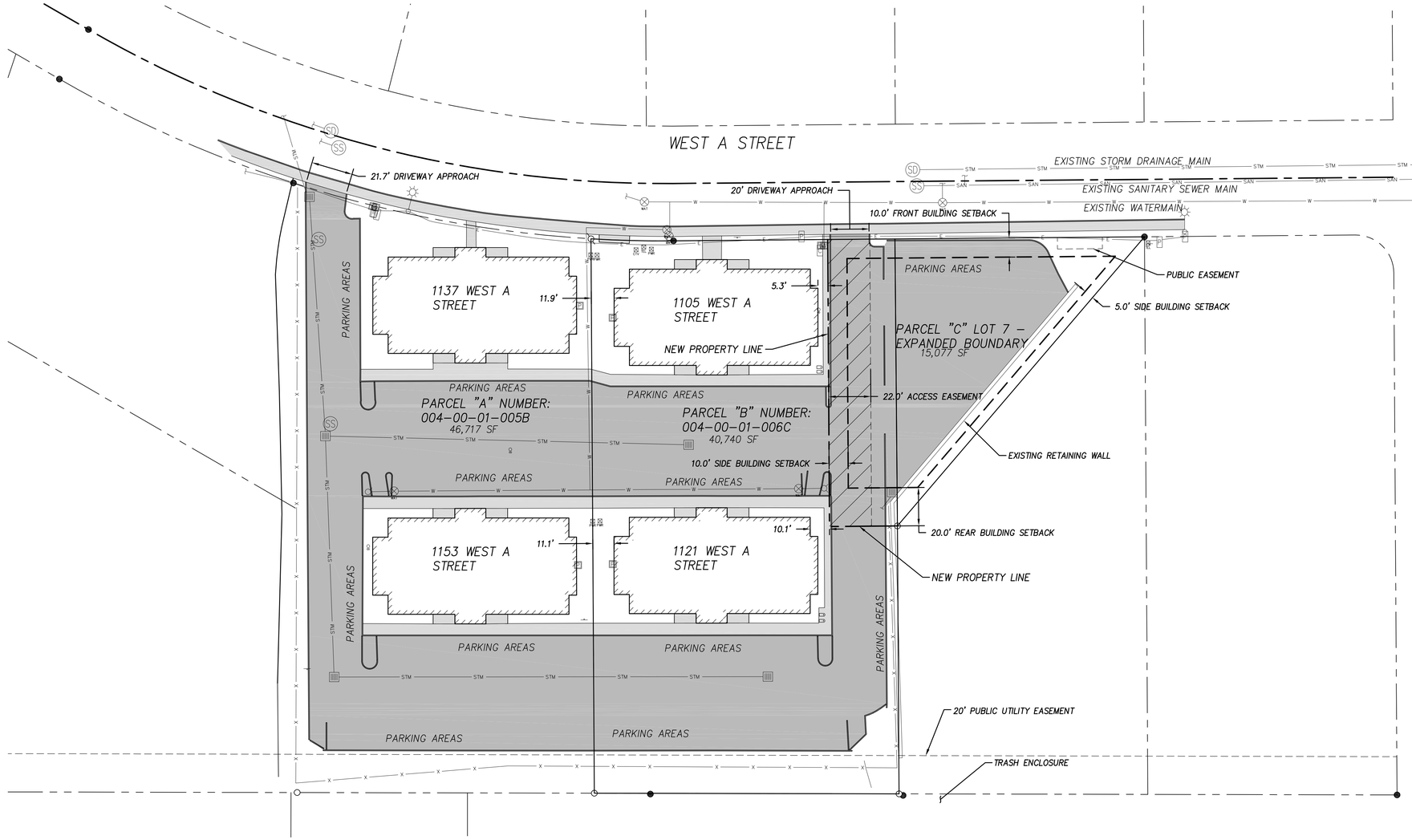
After your review, please let me know if you have ay further questions or need any additional information.

Thank you

William J Kearns

Attachment: Request Letter (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

LOTS 5, 6, AND A PORTION OF 7 OF BAKER ADDITION TO THE CITY OF MOSCOW, IDAHO
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 7,
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN
CITY OF MOSCOW, LATAH COUNTY, IDAHO



0 15 30 60
SCALE: 1" = 30'

PARKING STALLS

PARCELS "A" & "B"	
TOTAL PARKING STALLS:	119
HANDICAP ACCESSIBLE:	5
PARCEL "C"	
TOTAL PARKING STALLS:	27
HANDICAP ACCESSIBLE:	0

PARCEL AREAS

PARCEL	EXISTING AREA	PROPOSED AREA
A	46,717 SF	46,717 SF
B	46,040 SF	40,740 SF
C	9,777 SF	15,077 SF

TOPOGRAPHIC LEGEND:

- STM — STORM SEWER LINE
- SAN — SANITARY SEWER LINE
- W — WATER LINE
- X — X — X — FENCE LINE, TYPE AS NOTED
- E — ELECTRIC LINE
- BUILDING LINE
- LINEAR AC PATCH (UTILITY?)
- UTILITY LINE IS BELIEVED TO CONTINUE, CONNECTION NOT LOCATED OR UNKNOWN

- SS — SANITARY SEWER MANHOLE
- CLEANOUT
- SD — STORM SEWER MANHOLE
- CATCH BASIN
- WV — WATER VALVE
- FIRE HYDRANT
- W — WATER METER
- I — IRRIGATION BOX
- P — POWER METER/MAIN POWER SUPPLY TO BUILDINGS
- P — POWER RISER/CABINET/ TRANSFORMER ELECTRIC BOX
- C — CABLE TELEVISION BOX
- CABLE TELEVISION RISER
- TELEPHONE RISER
- STREET LIGHT
- SINGLE POST SIGN
- MAIL-BOX
- # — SURVEY NOTES TABLE
- EXCEPTION NUMBER PER TITLE REPORT

EXISTING CONCRETE SURFACE
EXISTING ASPHALT SURFACE

NOTE: SYMBOLS SHOWN HEREON ARE FOR GRAPHICAL REPRESENTATION PURPOSES AND DO NOT NECESSARILY SHOW SHAPE, SIZE, ROTATION, CONDITION, TYPE, ETC. OF THE ACTUAL PHYSICAL IMPROVEMENTS THAT THEY REPRESENT. CONDITION, TYPE, ROTATION, ETC. MAY VARY AMONGST ITEMS SHOWN BY THE SAME SYMBOL.

LOT DIVISION SITE PLAN
UNIVERSITY VILLAGE
MOSCOW, IDAHO

Harper Houf Peterson Righellis Inc.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
127 S. Washington Street, Suite 8 Moscow, ID 83843
phone: 208.596.4009 www.hhpr.com fax: 360.750.1141

DESIGNED:	SAS
DRAWN:	SAS
CHECKED:	SAS
DATE:	8/13/2018

REVISIONS

NO.	DESCRIPTION	DATE

SHEET NO. 1

JOB NO. MSC-207

P:\MSC (MISC SURV CONTRACT)\MSC-207 (UNIVERSITY VILLAGE)\MSC207-DWGS\Sheets\ MSC207-Site.dwg

Attachment: Site Plan (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

Exhibit "A"

MSC-207
LAND TRANSFER AGREEMENT
July 20, 2018

Parcels 1 and 2

A parcel of land lying in the southwest one-quarter of Section 7, Township 39 South, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho and being a portion of the tract of land in Quit Claim Deed to University Village, LLC recorded September 11, 2002 in Instrument No. 468911, the said parcels of land being more particularly described as follows:

Parcel 1

Lots 5 and 6, Block 1, Baker Addition to the City of Moscow, Idaho, according to the official plat thereof.

Excepting therefrom, the west 155.3 feet of said Lot 5, Block 1.

Also excepting therefrom, the north 150.00 feet of the east 35.52 feet of said Lot 6, Block 1, as measured at right angles to the north and east lines thereof.

Containing 40,740 square feet, more or less.

Parcel 2

Beginning at the northwest corner of Lot 7, Block 1, Baker Addition to the City of Moscow, Idaho; thence North 89°30'18" East, along the north line of said Lot 7, Block 1, 129.98 feet to the northeast corner of said Lot 7; thence South 40°29'52" West, 198.73 feet to a point on the west line of said Lot 7, Block 1; thence North 00°20'59" West, along said west line, 150.00 feet to the point of beginning.

Together with the north 150.00 feet of the east 35.52 feet of Lot 6, Block 1, Baker Addition to the City of Moscow, Idaho, as measured at right angles to the north and east lines thereof.

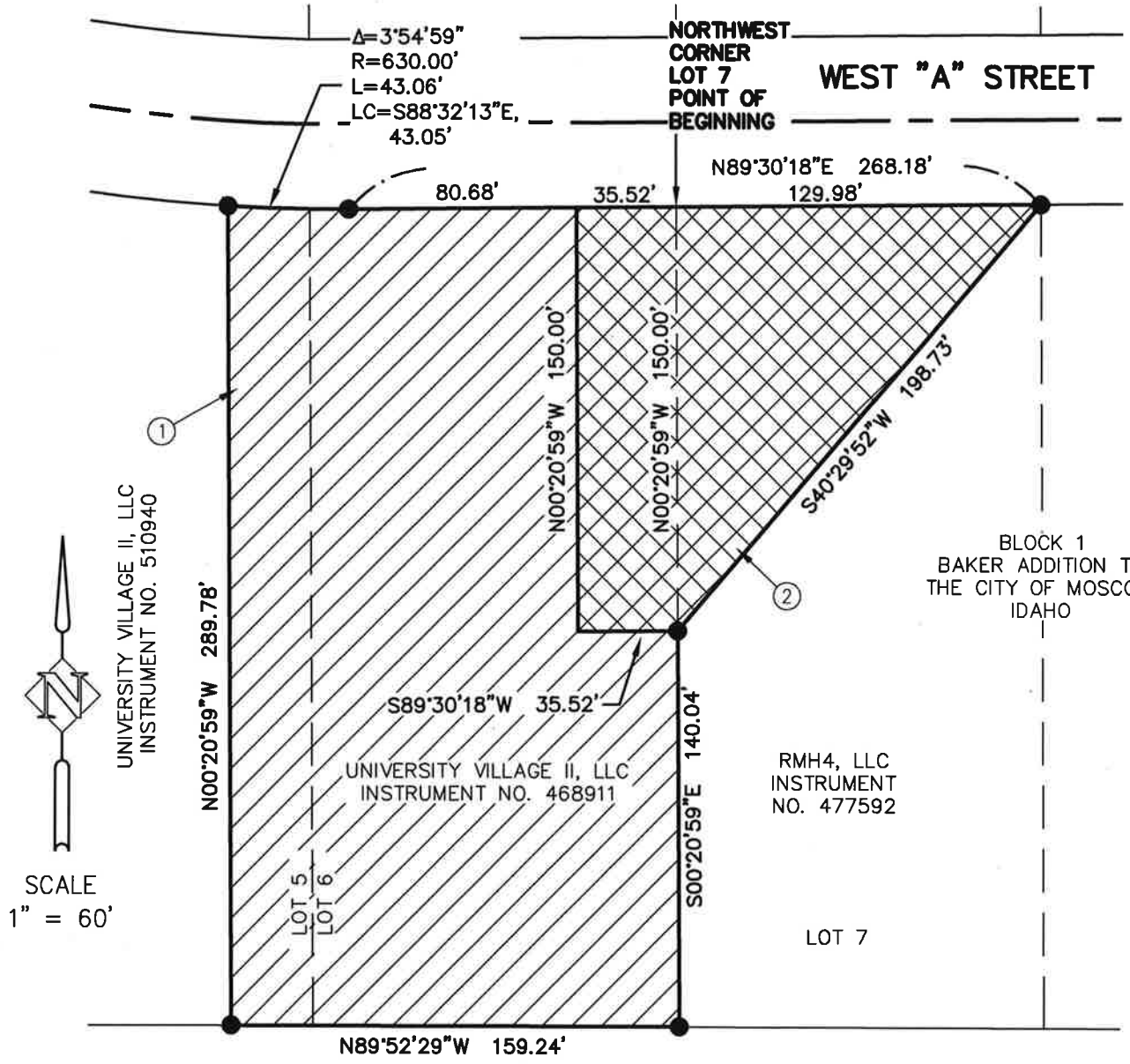
Containing 15,077 square feet, more or less.

The basis of bearings is North 89°52'29" West, being the easterly south line of Baker Addition to the City of Moscow, Idaho.

PROFESSIONAL LAND SURVEYOR
LICENSED
17028
STATE OF IDAHO
PATRICK M GAYLORD
7/20/18

Attachment: Legal Description (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

EXHIBIT "B"
LAND TRANSFER AGREEMENT



LEGEND

① PARCEL 1
± 40,740 SQ.FT.

② PARCEL 2
± 15,077 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION

Harper Houf Peterson Righellis Inc.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MSC-207 TEB 07/20/2018 PAGE 1 OF 1

Attachment: Legal Description (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

Exhibit "A"

MSC-207
ACCESS EASEMENT
August 14, 2018

Access Easement

A 22.00 foot strip of land lying in the southwest one-quarter of Section 7, Township 39 South, Range 5 West of the Boise Meridian, City of Moscow, Latah County, Idaho and being a portion of the tract of land in Quit Claim Deed to University Village, LLC recorded September 11, 2002 in Instrument No. 468911, the said strip of land being more particularly described as follows:

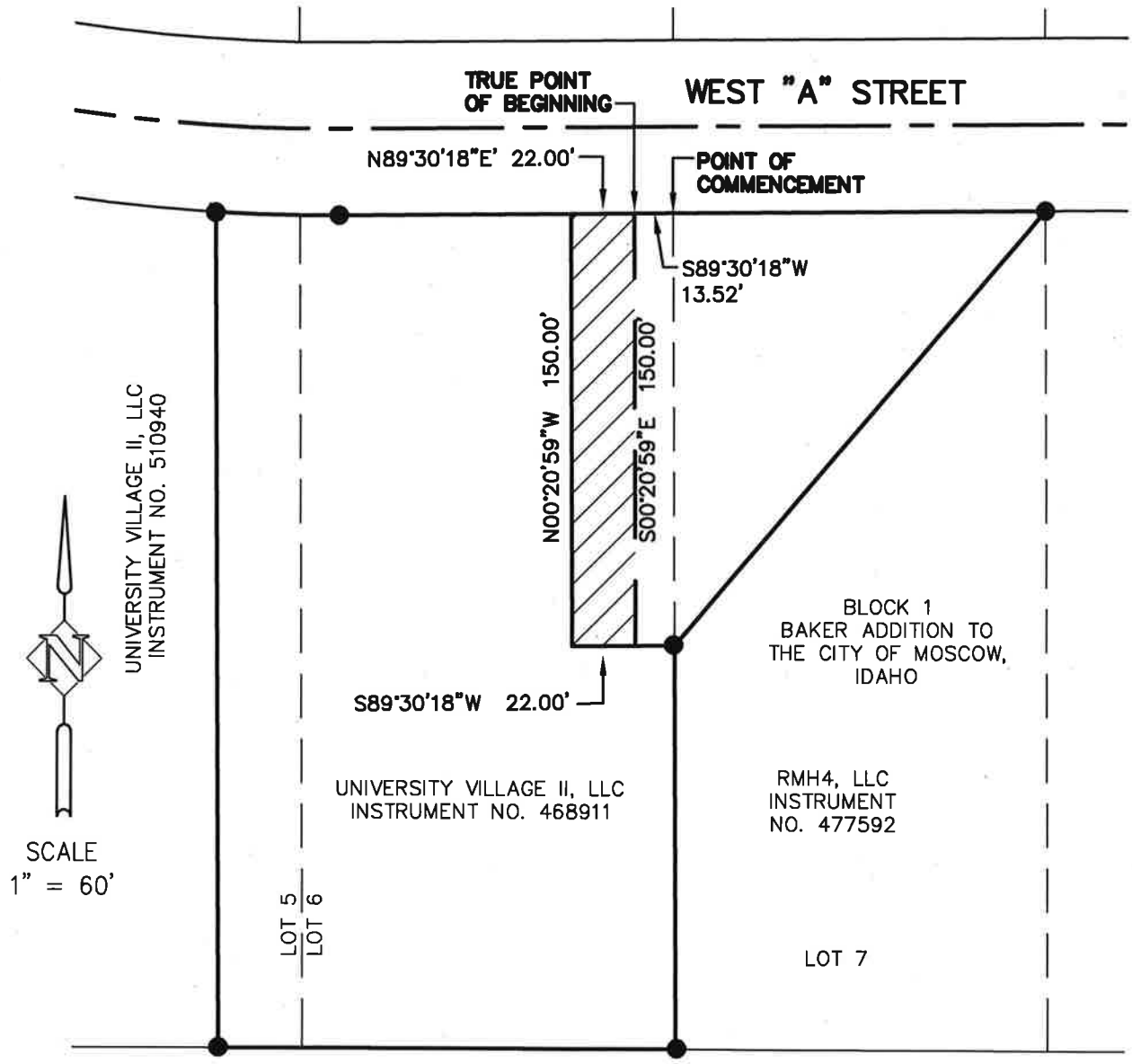
Commencing at the Northeast corner of Lot 6, Block 1, Baker Addition to the City of Moscow, Idaho; thence South 89°30'18" West, along the north line of said Lot 6, Block 1, 13.52 feet to the **True Point of Beginning** of the tract herein described; thence South 00°20'59" East, parallel with the east line of said Lot 6, Block 1, 150.00 feet; thence South 89°30'18" West, parallel with said north line, 22.00 feet; thence North 00°20'59" West, parallel with said east line 150.00 feet to said north line; thence North 89°30'18" East, along said north line, 22.00 feet to the **True Point of Beginning.**

Containing 3,300 square feet, more or less.

The basis of bearings is North 89°52'29" West, being the easterly south line of Baker Addition to the City of Moscow, Idaho.

Attachment: Access Easement Legal Description (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

EXHIBIT "B"
22–FOOT ACCESS EASEMENT



LEGEND

20–FT. ACCESS EASEMENT
± 3,300 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION

Harper Houf Peterson Righellis Inc.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

MSC–207 TEB 08/14/2018 PAGE 1 OF 1

Attachment: Access Easement Legal Description (1796 : 1105 & 1121 West a Street Lot Line Adjustment)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 09/04/2018
Title: Continue Providing I.S. Support to SMART Transit
Responsible Staff: Jesse Flowers

Information

DESCRIPTION: The Information Systems Department has been providing basic I.S. support to SMART Transit since 2014. The current contract is up for renewal and staff has worked with SMART Transit to make a few modifications to the contract to better meet the needs of both the City and SMART Transit.

The current IS infrastructure has sufficient capacity to provide the following requested services without purchasing any additional hardware. SMART will reimburse the City for all costs for software installed on SMART computers or required to provide support. Services included in this contract include:

1. User account management;
2. File Server;
3. Print Server;
4. Remote and on-site support;
5. Email hosting.

This was reviewed and recommended for approval by the Administrative Committee on August 27, 2018.

STAFF RECOMMENDATION: Approve the Agreement for Computer Services between the City of Moscow, Idaho and SMART Transit.

ACTION: Approve the Agreement for Computer Services between the City of Moscow, Idaho and SMART Transit.

Necessary Resources/Impacts

Ongoing staff time to provide support, estimated at 8 hours a month.

Attachments

ProfessionalServices-Computer;RPT;SMART(2018)

AGREEMENT FOR COMPUTER SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
REGIONAL PUBLIC TRANSPORTATION, INC.

THIS AGREEMENT FOR COMPUTER SERVICES (hereinafter "Agreement"), made and entered into this _____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Regional Public Transportation, Inc., a 501(C) corporation of the State of Idaho, 1006 Railroad, Moscow, Idaho, 83843 (hereinafter "RPT").

W I T N E S S E T H :

WHEREAS, RPT is a community partner dedicated to providing sustainable, affordable, reliable, and accessible public transportation to Moscow and the region; and

WHEREAS, RPT wishes to have support by CITY in the capacity of providing computer services for their daily business operations; and

WHEREAS, CITY agrees to provide computer services which are defined further hereinbelow (hereinafter "Services");

NOW, THEREFORE, it is agreed that for and in consideration of the mutual covenants and promises between the Parties hereto, that:

SECTION I.

Scope of Work for Computer Services:

RPT and CITY Deliverables

A. RPT shall furnish the following:

1. RPT currently owns six (6) computers that may be increased to as many as up to ten (10) computers. Any computer to be used under this Agreement must be approved by CITY's Information Systems Director or designee.
2. RPT's computers, used under this Agreement, will be replaced every four (4) years, at RPT's expense, unless CITY's IS Director or designee recommends to extend replacement date for said RPT computers.
3. RPT owns any and all software used on RPT computers under this Agreement. Any and all software used under this Agreement is required to be compatible with supported CITY operating systems.
4. RPT must provide all software license information prior to CITY installing any software on RPT systems.

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

5. RPT shall provide printers to be used under this Agreement, and which must be approved by CITY. Printers shall be replaced upon CITY's recommendation. CITY does not provide support on RPT printers beyond network configuration, print server, and client mapping.
6. RPT shall follow the attached policy on computer usage. The computer usage policy may be updated as deemed necessary by CITY's IS Director. When updated, a copy will be sent to RPT the month before it is effective. See Attachment "A".

B. CITY shall furnish the following:

1. CITY shall provide RPT with five (5) user accounts that may be increased up to ten (10) accounts.
2. CITY shall install and provide basic support for CITY-approved RPT software.
3. CITY does not provide hardware support beyond installation of operating system.
4. CITY reserves all rights for administrative accounts.
5. CITY shall manage RPT computer updates, anti-virus, and application installations.
6. CITY shall provide RPT computer services that can include file share with one hundred twenty (120) GB of space, email, print server, spam filtering, backup of file server, archive of email, virtual private network (VPN) access, and web hosting.
7. CITY shall provide IS support including help desk, remote connections, and on-site support as needed, with the anticipated average of eight (8) staff hours per month.
8. CITY will provide Services during normal CITY operating hours, generally Monday through Friday, 8:00 a.m. to 5:00 p.m., when CITY departments are open to the public.

SECTION II.

Fees

1. Licensing. RPT agrees to pay CITY for the cost of the licenses for CITY software installed on RPT computers and for all licenses required to manage computers and users. These fees include the purchase of licenses the first year that a new user or computer is added, and ongoing maintenance for all following years.
2. Long Distance. RPT agrees to pay CITY for all long distance calls. Long distance for the first year will be estimated at five dollars ($5) per month. Following years will be estimated based on the average usage of the previous year.
3. Computer Support. CITY will provide Computer Services under this Agreement, the value of these services is based on CITY's IS staff hours supporting RPT, multiplied by the average hourly wage of IS staff. CITY may waive these fees and consider them a contribution to RPT, but reserves the right, with sixty (60) days' notice, to charge fees at any point during the term of this Agreement.
4. Date and Form of Payments. Payments will be made annually and shall be due by the last day of October each year. All payments shall be made payable to "City of

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

Moscow" and mailed to the attention of "Finance Department, P O Box 9203, Moscow, Idaho, 83843" or such different address or persons as CITY shall provide RPT by written notice.

SECTION III.

A. Independent Parties

CITY and RPT hereto warrant by their signature that no employer/employee relationship is established between CITY and RPT by the terms of this Agreement. It is understood by the Parties hereto that RPT is an independent Party and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Termination of Agreement

This Agreement may be terminated by RPT upon sixty (60) days prior written notice for any reason and without cause. CITY may terminate this Agreement, with sixty (60) days' notice, for any reason and without cause and without any further liability to RPT. This Agreement will terminate immediately if RPT no longer is housed in a CITY-owned facility. This Agreement may also be terminated by CITY for any violation of the attached Computer Use Policy.

C. Extent of Agreement

This Agreement may be amended only by written instrument signed by both Parties hereto.

D. Records

RPT is the site owner and custodian of RPT records, and CITY will not be responsible for keeping RPT records relating to these Services.

E. Priority

In the event of an outage of computer services, RPT shall be placed below Public Safety and below the needs of CITY for Service restoration.

F. Term of Agreement

The term of this Agreement is for four (4) years from the date this Agreement is executed and may be renewed for two (2) four (4) year terms.

G. Indemnification

RPT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless CITY, CITY's officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by RPT or it's employees representatives or agents, against damages, liability and costs arising from the negligent acts of RPT in the performance of professional services under this Agreement, to the extent that RPT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between RPT and CITY. RPT shall not be obligated to indemnify CITY for CITY's own negligence.

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

H. Costs and Attorney Fees

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

I. 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.

K. Binding of Successors

CITY and RPT each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

L. Modification and Assignability of Agreement

This Agreement contains the entire agreement between the Parties concerning the Services, 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. RPT may not subcontract or assign their rights or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. CITY's Representatives

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

N. Non-Discrimination

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. RPT shall not discriminate against any employee or applicant for employment. RPT'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. RPT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

DATED this _____ day of _____, 2018.

RPT

Regional Public Transportation, Inc.

_____

Daniel Gray

CITY

City of Moscow, Idaho

_____

Bill Lambert, Mayor

ATTEST:

_____

Laurie M. Hopkins, City Clerk

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Daniel Gray, Executive Director, known to me to be the person named above and acknowledged that he executed the foregoing as the duly authorized representative of Regional Public Transportation, Inc.

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

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

ATTACHMENT "A"

USE OF CITY COMMUNICATION SYSTEMS

It is the policy of CITY to provide for communications systems necessary to promote the efficient conduct of its business.

A. CITY's Communications System includes, but is not limited to, mail, electronic mail, courier services, facsimiles, computers, computer networks, on-line services, computer files, intercom systems, video equipment, recording devices and recordings, pagers, two-way radio equipment, phones, and cellular phones.

B. Supervisors are responsible for instructing employees on the proper use of CITY's Communications Systems used by the organization for both internal and external business communications.

C. No employee shall have any expectation of privacy in any message, file, image, or other form of data created, sent, received, accessed, or in RPT's custody or control, by use of CITY's Communication System. All RPT equipment used for communication, including the messages transmitted or stored, are the sole property of RPT. Supervisors and/or department heads may access and monitor employee use of CITY's Communication Systems and files, as considered appropriate.

D. Authorized personal use of CITY's Communication System includes uses made by RPT employees. Such use is only authorized when the use:

   1. does not adversely affect the performance of CITY's Communication Systems;

   2. is of reasonable duration and frequency, and whenever possible, made during employee's personal time (such as breaks or the time before and after a shift); and

   3. has little impact on the employee's or other employees' productivity or ability to perform their assigned duties.

E. While at work, employees are to exercise discretion in using CITY's Communication Systems or personal devices such as cellular phones. Excessive personal use of systems during the work day interferes with employee's productivity and can be distracting to others; therefore, excessive personal use (regardless of the system used) during an employee's workday is prohibited.

F. Users of CITY's Communication Systems shall obey all pertinent Federal, State, County, and Local laws and ordinances.

G. Improper use of CITY's Communication Systems equipment will result in discipline, up to and including termination. Improper use for the purposes of this Policy includes, but is not limited to, playing computer games, sending any harassing, offensive, demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages, materials, or data.

Attachment: ProfessionalServices-Computer;RPT;SMART(2018) (1800 : Continue to Providing I.S. Support to SMART Transit)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 09/04/2018
Title: Request for City to Provide I.S. Support to PEP
Responsible Staff: Jesse Flowers

Information

DESCRIPTION: Staff has been approached with a request from the Partnership for Economic Prosperity (PEP) to provide IS support. Staff met with Gina Taruscio, Executive Director of PEP to discuss what services PEP needs. PEP has two computers and two employees who need computer accounts.

The current IS infrastructure has sufficient capacity to provide the following requested services without purchasing any additional hardware. PEP will reimburse the City for all costs for software installed on PEP computers or required to provide support. Services included in this contract include:

1. User account management;
2. File Server;
3. Print Server;
4. Remote and onsite support;
5. Email hosting.

Once all services are integrated into I.S. operations I expect that the ongoing time required to provide support will be approximately 8 hours a month. This estimate does not include any new projects or additional services.
PEP is located in leased space in the City-owned Intermodal Transit Center.

This was reviewed and recommended for approval by the Administrative Committee on August 27, 2018.

STAFF RECOMMENDATION: Approve the Agreement for Computer Services between the City of Moscow, Idaho and Partnership for Economic Prosperity.

ACTION: Approve the Agreement for Computer Services between the City of Moscow and the Partnership for Economic Prosperity.

Necessary Resources/Impacts

I.S. staff time to integrate new services into City networks and servers, ongoing staff time to provide support.

Attachments

ProfessionalServices-Computer PEP(2018)

AGREEMENT FOR COMPUTER SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
PARTNERSHIP FOR ECONOMIC PROSPERITY

THIS AGREEMENT FOR COMPUTER SERVICES (hereinafter "Agreement"), made and entered into this _____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Partnership for Economic Prosperity, a 501(C)(6) corporation of the State of Idaho, 1006 Railroad, Moscow, Idaho, 83843 (hereinafter "PEP").

W I T N E S S E T H :

WHEREAS, CITY, in recognition of services rendered by PEP in FY 2016, agreed to pay PEP an annual membership fee up until September 30, 2019, subject to annual appropriation; and

WHEREAS, CITY, as a member committed to providing support to assure successful implementation of the goals, services and deliverables; and

WHEREAS, PEP wishes to have support by CITY in the capacity of providing computer services for their daily business operations; and

WHEREAS, CITY agrees to provide computer services which are defined further hereinbelow (hereinafter "Services");

NOW, THEREFORE, it is agreed that for and in consideration of the mutual covenants and promises between the Parties hereto, that:

SECTION I.

Scope of Work for Computer Services:

PEP and CITY Deliverables

A. PEP shall furnish the following:

1. PEP currently owns two (2) computers that may be increased to as many as up to five (5) computers. Any computer to be used under this Agreement must be approved by CITY's Information Systems Director or designee.
2. PEP's computers, used under this Agreement, will be replaced every four (4) years, at PEP's expense, unless CITY's IS Director or designee recommends to extend replacement date for said PEP computers.
3. PEP owns any and all software used on PEP computers under this Agreement. Any and all software used under this Agreement is required to be compatible with supported CITY operating systems.

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

4. PEP must provide all software license information prior to CITY installing any software on PEP systems.
5. PEP shall provide printers to be used under this Agreement, and which must be approved by CITY. Printers shall be replaced upon CITY's recommendation. CITY does not provide support on PEP printers beyond network configuration, print server, and client mapping.
6. PEP shall follow the attached policy on computer usage. The computer usage policy may be updated as deemed necessary by CITY's IS Director. When updated, a copy will be sent to PEP the month before it is effective. See Attachment "A".

B. CITY shall furnish the following:

1. CITY shall provide PEP with two (2) user accounts that may be increased up to five (5) accounts.
2. CITY shall install and provide basic support for CITY-approved PEP software.
3. CITY does not provide hardware support beyond installation of operating system.
4. CITY reserves all rights for administrative accounts.
5. CITY shall manage PEP computer updates, anti-virus, and application installations.
6. CITY shall provide PEP computer services that can include file share with one hundred twenty (120) GB of space, email, print server, spam filtering, backup of file server, archive of email, virtual private network (VPN) access, and web hosting.
7. CITY shall provide IS support including help desk, remote connections, and on-site support as needed, with the anticipated average of eight (8) staff hours per month.
8. CITY will provide Services during normal CITY operating hours, generally Monday through Friday, 8:00 a.m. to 5:00 p.m., when CITY departments are open to the public.

SECTION II.

Fees

1. Licensing. PEP agrees to pay CITY for the cost of the licenses for CITY software installed on PEP computers and for all licenses required to manage computers and users. These fees include the purchase of licenses the first year that a new user or computer is added, and ongoing maintenance for all following years.
2. Long Distance. PEP agrees to pay CITY for all long distance calls. Long distance for the first year will be estimated at five dollars ($5) per month. Following years will be estimated based on the average usage of the previous year.
3. Computer Support. CITY will provide Computer Services under this Agreement, the value of these services is based on CITY's IS staff hours supporting PEP, multiplied by the average hourly wage of IS staff. CITY may waive these fees and consider them a contribution to PEP, but reserves the right, with 60 days' notice, to charge fees at any point during the term of this Agreement.
4. Date and Form of Payments. Payments will be made annually and shall be due by the last day of September each year. All payments shall be made payable to "City of

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

Moscow" and mailed to the attention of "Finance Department, P O Box 9203, Moscow, Idaho, 83843" or such different address or persons as CITY shall provide PEP by written notice.

SECTION III.

A. Independent Parties

CITY and PEP hereto warrant by their signature that no employer/employee relationship is established between CITY and PEP by the terms of this Agreement. It is understood by the Parties hereto that PEP is an independent Party and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Termination of Agreement

This Agreement may be terminated by PEP upon sixty (60) days prior written notice for any reason and without cause. CITY may terminate this Agreement, with sixty (60) days' notice, for any reason and without cause and without any further liability to PEP. This Agreement will terminate immediately if PEP no longer is housed in a CITY-owned facility. This Agreement may also be terminated by CITY for any violation of the attached Computer Use Policy.

In the event that this Agreement is terminated, the balance of any prepaid fees paid shall be returned to PEP.

C. Extent of Agreement

This Agreement may be amended only by written instrument signed by both Parties hereto.

D. Records

PEP is the site owner and custodian of PEP records, and CITY will not be responsible for keeping PEP records relating to these Services.

E. Priority

In the event of an outage of computer services, PEP shall be placed below Public Safety and below the needs of CITY for Service restoration.

F. Term of Agreement

The term of this Agreement is for four (4) years from the date this Agreement is executed and may be renewed for two (2) four (4) year terms.

G. Indemnification

PEP agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless CITY, CITY'S officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by PEP or PEP's employees, representatives or agents, against damages, liability and costs arising from the negligent acts of PEP in the performance of professional services under this Agreement, to the extent that PEP is responsible for such damages, liabilities and costs on a comparative basis of fault and

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

responsibility between PEP and CITY. PEP shall not be obligated to indemnify CITY for CITY's own negligence.

H. Costs and Attorney Fees

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

I. 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.

K. Binding of Successors

CITY and PEP each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

L. Modification and Assignability of Agreement

This Agreement contains the entire agreement between the Parties concerning the Services, 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. PEP may not subcontract or assign their rights or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. CITY's Representatives

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

N. Non-Discrimination

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. PEP shall not discriminate against any employee or applicant for employment. PEP'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. PEP agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

O. Non-Disclosure

All IS Staff will be bound by a mutually agreed upon Non-Disclosure agreement.

All information designated by PEP as Confidential Information must not be released or disclosed to any person or entity that has not agreed, in writing, to be bound by the terms of the PEP Non-Disclosure Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

DATED this _____ day of _____, 2018.

PEP	CITY
Partnership for Economic Prosperity	City of Moscow, Idaho
_____	_____
Dan Ewart, President	Bill Lambert, Mayor
ATTEST:	ATTEST:
_____	_____
Gina Taruscio, Executive Director	Laurie M. Hopkins, City Clerk

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Dan Ewart, known to me to be the person named above and acknowledged that he executed the foregoing as the duly authorized representative of PEP.

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

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Gina Taruscio, known to me to be the person named above and acknowledged that she executed the foregoing as the duly authorized representative of PEP.

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

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

ATTACHMENT "A"

USE OF CITY COMMUNICATION SYSTEMS

It is the policy of CITY to provide for communications systems necessary to promote the efficient conduct of its business.

A. CITY's Communications System includes, but is not limited to, mail, electronic mail, courier services, facsimiles, computers, computer networks, on-line services, computer files, intercom systems, video equipment, recording devices and recordings, pagers, two-way radio equipment, phones, and cellular phones.

B. Supervisors are responsible for instructing employees on the proper use of CITY's Communications Systems used by the organization for both internal and external business communications.

C. No employee shall have any expectation of privacy in any message, file, image, or other form of data created, sent, received, accessed, or in PEP's custody or control, by use of CITY's Communication System. All PEP equipment used for communication, including the messages transmitted or stored, are the sole property of PEP. Supervisors and/or department heads may access and monitor employee use of CITY's Communication Systems and files, as considered appropriate.

D. Authorized personal use of CITY's Communication System includes uses made by PEP employees. Such use is only authorized when the use:

   1. does not adversely affect the performance of CITY's Communication Systems;

   2. creates no significant additional cost to CITY; however, personal long distance calls and personal use of CITY-issued cellular phones are prohibited;

   3. is of reasonable duration and frequency, and whenever possible, made during employee's personal time (such as breaks or the time before and after a shift); and

   4. has little impact on the employee's or other employees' productivity or ability to perform their assigned duties.

E. While at work, employees are to exercise discretion in using CITY's Communication Systems or personal devices such as cellular phones. Excessive personal use of systems during the work day interferes with employee's productivity and can be distracting to others; therefore, excessive personal use (regardless of the system used) during an employee's workday is prohibited.

F. Users of CITY's Communication Systems shall obey all pertinent Federal, State, County, and Local laws and ordinances.

G. Improper use of CITY's Communication Systems equipment will result in discipline, up to and including termination. Improper use for the purposes of this Policy includes, but is not limited to, playing computer games, sending any harassing, offensive, demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages, materials, or data.

Attachment: ProfessionalServices-Computer PEP(2018) (1799 : Request for City to Provide I.S. Support to PEP)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 09/04/2018
Title: Third and Jackson Sidewalk Replacement Bid Results
Responsible Staff: Scott Bontrager

Information

DESCRIPTION: The City published an advertisement for bids on August 3, 2018 for Third And Jackson Sidewalk Replacement Project. This project is a joint effort between the City, Moscow Urban Renewal Agency, and the property owner to replace the deficient sidewalk around the property located on the SE Corner of Third and Jackson Streets as well as upgrade the furniture zone and lighting to meet the current design recommendations for the downtown streetscape. The base bid for the project includes removing and replacing concrete sidewalk, curb, tree wells, illumination system, and installing concrete pavers along the North and West frontage of 129 West Third Street. The Engineer's estimate for the project was $33,104.00.

Bid opening for the project took place on August 14, 2018, at which time one bid was received. McCall's Classic Construction was the apparent low bidder on the project, with a bid of $37,794.50. A complete bid tabulation is attached. This item was presented to the Public Works/Finance Committee on August 27, 2018 and was recommended for approval.

STAFF RECOMMENDATION: Accept the low bid from McCall's Classic Construction, award the contract in the amount of $37,794.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

ACTION: Accept the low bid from McCall's Classic Construction, award the contract in the amount of $37,794.50, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and inspection
(BUDGET) Project cost sharing shall be expended through the following stakeholders:
[$19,579.75] - City of Moscow; Capital Projects Sidewalk Program 350-150-40-770-73
[$9,168.00] - Moscow Urban Renewal Agency
[$9,046.75] - Property Owner; Turnstone Flats, LLC

Attachments

Third and Jackson Sidewalk Replacement - Bid Tabulation
Construction Agreement

Third And Jackson Sidewalk Replacement - 2018
Bids Opened 8/3/2018

Base Bid

Item No.	Item Description	Qty.	Unit	Engineers Estimate Price	Engineers Estimate Total	Bid From: McCall's Classic Construction Price	Bid From: McCall's Classic Construction Total
1	Mobilization	1	L.S.	$3,000.00	$3,000.00	$4,500.00	$4,500.00
2	Traffic Control	1	L.S.	$3,000.00	$3,000.00	$4,500.00	$4,500.00
3A	Remove/Dispose Concrete Sidewalk	143	S.Y.	$30.00	$4,290.00	$36.50	$5,219.50
3B	Remove/Dispose Concrete Curb (Type A)	72	L.F.	$10.00	$720.00	$12.00	$864.00
3C	Remove/Dispose Concrete Stairs	1	L.S.	$500.00	$500.00	$750.00	$750.00
4	Construct Concrete Sidewalk	102	S.Y.	$55.00	$5,610.00	$49.50	$5,049.00
5	Construct Interlocking Concrete Pavers	288	S.F.	$18.00	$5,184.00	$16.50	$4,752.00
6	Construct Concrete Curb (Type A)	72	L.F.	$25.00	$1,800.00	$30.00	$2,160.00
7	Construct Tree Well and Frame	4	EACH	$1,000.00	$4,000.00	$1,000.00	$4,000.00
8	Illumination System	1	L.S.	$5,000.00	$5,000.00	$6,000.00	$6,000.00
				TOTAL =	**$33,104.00**	**TOTAL =**	**$37,794.50**

Attachment: Third and Jackson Sidewalk Replacement - Bid Tabulation (1797 : Third and Jackson

CONSTRUCTION AGREEMENT
FOR THIRD AND JACKSON SIDEWALK REPLACEMENT - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.

THIS CONSTRUCTION AGREEMENT FOR THIRD AND JACKSON SIDEWALK REPLACEMENT - 2018 BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, 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 McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington, 99403 (hereinafter "CONTRACTOR");

W I T N E S S E T H :

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 five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: Third And Jackson Sidewalk Replacement – 2018
   City of Moscow Project No. 105-018
3. Bid/Proposal of CONTRACTOR, dated August 13, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. No 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.

Attachment: Construction Agreement (1797 : Third and Jackson Sidewalk Replacement Bid Results)

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:

"Third And Jackson Sidewalk Replacement - 2018"

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed by November 2, 2018. The work shall be completed within Twenty (20) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents 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 Thirty-Seven Thousand Seven Hundred Ninety-Four and 50/100 Dollars ($37,794.50) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Thirty-Seven Thousand Seven Hundred Ninety-Four and 50/100 Dollars ($37,794.50) 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, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other

Attachment: Construction Agreement (1797 : Third and Jackson Sidewalk Replacement Bid Results)

costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

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

Attachment: Construction Agreement (1797 : Third and Jackson Sidewalk Replacement Bid Results)

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: McCall's Classic Construction, Inc.
945 Beachview Boulevard
Clarkston, Washington 99403

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.

Attachment: Construction Agreement (1797 : Third and Jackson Sidewalk Replacement Bid Results)

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: McCall's Classic Construction, Inc.

_____
By:

City: City of Moscow, Idaho

_____
Bill Lambert, Mayor

ATTEST:

_____
By:

_____
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, 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 McCall's Classic Construction, Inc.

_____
Notary Public residing at: _____
(seal) My commission expires: _____

Attachment: Construction Agreement (1797 : Third and Jackson Sidewalk Replacement Bid Results)

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 09/04/2018
Title: Dog Park Grounds and Drainage Rehabilitation Project
Responsible Staff: David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting authorization to retain Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of $6,985. The budgetary line item for the expense will be Parks and Recreation, Parks Professional Services 120-165-30-642-10.

The one acre dog park is located on White Avenue next to the Humane Society of the Palouse. The grand opening of the dog park was held on July 17, 2001. Over the years, the majority of the turf has degraded due to continuing overuse, and is unrepairable in its present condition. As a result, the area becomes very muddy and basically unusable during the rainy season.

Design services will include an evaluation of the area, surfacing, drainage, grading, construction drawings, and an estimate of construction costs to mitigate the muddy conditions of the dog park.

On August 27, 2018, the Public Works / Finance Committee reviewed and recommended approval.

STAFF RECOMMENDATION: Approve agreement with Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of $6,985.

ACTION: Approve agreement with Hodge and Associates for design services to incorporate surfacing, drainage, and an estimate of construction costs for Dog Park Grounds and Drainage Rehabilitation Project at a cost of $6,985.

Necessary Resources/Impacts

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

Attachments

ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
HODGE AND ASSOCIATES, INC.
FOR DOG PARK GROUNDS AND DRAINAGE REHABILITATION PROJECT

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND HODGE AND ASSOCIATES, INC. FOR DOG PARK GROUNDS AND DRAINAGE REHABILITATION PROJECT (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2018, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Hodge and Associates, 405 South Washington Street, Moscow, Idaho, 83843 (hereinafter "ENGINEER").

W I T N E S S E T H :

WHEREAS, CITY intends to contract with ENGINEER for completion of engineering services for Dog Park Grounds and Drainage Rehabilitation Project (hereinafter "PROJECT"); and

WHEREAS, CITY intends to hire ENGINEER for design services to incorporate surfacing, drainage, and an estimate of construction costs for PROJECT; and

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, as follows:

SECTION I: THE PROJECT

ENGINEER shall provide professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of engineering services.

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for PROJECT herein are to be prepared by ENGINEER through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve ENGINEER from exercising the skill, care, and professional judgment exercised by [a] similarly situated professional organization. CITY acknowledges that ENGINEER makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

SECTION III: SCOPE OF WORK

The Scope of Work for PROJECT is detailed in Exhibit "A" attached hereto, and, by this reference, made part of this Agreement.

SECTION IV: COMPENSATION

A. ENGINEER shall perform all work necessary to complete PROJECT for an amount not to exceed Six Thousand Nine Hundred Eighty Five Dollars ($6,985) as set out in Exhibit "A".

B. Other Considerations Regarding Fees and Costs.

ENGINEER shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of PROJECT work completed shall be made by CITY.

SECTION V: ENGINEER RESPONSIBILITIES

ENGINEER shall complete the entire work on PROJECT. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards and building code requirements.

ENGINEER shall report progress no less than once every two (2) weeks to CITY.

SECTION VI: CITY RESPONSIBILITIES

CITY, at no extra charge to ENGINEER, shall:

Provide site and plot plans, site utilities, and site drawings, if available;

SECTION VII: PROJECT SCHEDULE

ENGINEER shall achieve final completion of PROJECT on or before September 30, 2018. In the event of unavoidable delays beyond ENGINEER's control, ENGINEER, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of ENGINEER's knowledge of such delays.

SECTION VIII: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between ENGINEER and CITY by the terms of this Agreement. It is understood by the Parties hereto that ENGINEER is an independent contractor and, as such, neither ENGINEER nor any officer, employee, or agent of ENGINEER, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

SECTION IX: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by ENGINEER upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ENGINEER. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to ENGINEER except as designated by this section. In the event of termination, ENGINEER shall be paid for services performed to termination date, including direct expense and including a percentage of the fixed fee based upon the work completed.

B. Termination of PROJECT.

If any portion of PROJECT covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay ENGINEER for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION X: INSURANCE

A. ENGINEER's Errors and Omissions Insurance.

In performance of professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering profession; and no other warranty, either expressed or implied, is made in connection with rendering ENGINEER's services. Should ENGINEER or any of ENGINEER's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, ENGINEER has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars ($500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to ENGINEER.

B. ENGINEER's Additional Insurance

ENGINEER shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars ($500,000) per claim and One Million Dollars ($1,000,000) aggregate, and ENGINEER shall cause CITY to be named as an additional insured under said policy.

SECTION XI: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, ENGINEER shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses,

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ENGINEER 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 act or omission, neglect, or misconduct of ENGINEER or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

SECTION XII: CONFLICT OF INTEREST

ENGINEER 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. ENGINEER 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, ENGINEER shall immediately disclose such conflict to the PROJECT Manager (Assistant Parks and Recreation Director for CITY).

SECTION XIII: 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. ENGINEER shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION XIV: 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 ENGINEER shall be deemed material and shall subject ENGINEER to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of ENGINEER will, in any way, serve to modify the provisions of this requirement. ENGINEER and its surety shall defend, hold harmless, and indemnify CITY and its employees, agents, and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by ENGINEER, ENGINEER's officers, agents, employees, or its subcontractors.

SECTION XV: NON-DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. ENGINEER shall not discriminate against any employee or

applicant for employment. ENGINEER'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. ENGINEER agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION XVI: LEGAL FEES

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

SECTION XVII: JURISDICTION AND VENUE

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County.

SECTION XVIII: SPECIAL WARRANTY

ENGINEER warrants that nothing of monetary value has been given, promised, or implied as remuneration of inducement to enter into this Agreement. ENGINEER 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 ENGINEER shall make this Agreement null and void.

SECTION XIX: COMMUNICATION

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

Contractor:	Hodge and Associates Scott Becker, Principal 405 South Washington Street Moscow, Idaho 83843	City:	City of Moscow Assistant Parks and Recreation Director 206 East Third Street P O Box 9203 Moscow, Idaho 83843

SECTION XX: NON-APPROPRIATION

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

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

SECTION XXI: APPROVAL REQUIRED

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

SECTION XXII: EXECUTION

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

ENGINEER

Hodge and Associates, Inc.

By:_____
Scott Becker, Principal

CITY

City of Moscow, Idaho

By:_____
Bill Lambert, Mayor

ATTEST

_____
Laurie M. Hopkins, City Clerk

Approved As To Form:

_____
Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Scott Becker, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Hodge and Associates, Inc.

_____
Notary Public for _____
Residing at _____
My commission expires: _____

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

EXHIBIT "A"

Hodge & Associates, Inc. ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

PROPOSAL SUBMITTED TO:		LOCATION OF PROPERTY:	
Name:	David Schott, City of Moscow, Parks and Recreation		
Address:	221 E. Second St. Moscow, ID, 83843	**City:**	Moscow
		County:	Latah
Telephone:	(208) 883-7098	**State:**	Idaho
Project Name:	Moscow Dog Park Design	**Project Number:**	

PROPOSED SCOPE OF WORK AND SCHEDULE:

Topographic Survey:

1. **Set survey control**
2. **Existing grades**
3. **Fence**
4. **Trees**
5. **Utilities**
6. **Irrigation heads or controls**
7. **Draft the map**

Subtotal **$1,510.00**

Design:

1. **Meetings with the City**
2. **Propose options for field surface**
3. **Site Drainage**
4. **Grading**
5. **Irrigation repair**
6. **Construction drawings**
7. **Details**
8. **Engineer's Cost estimate**
9. **Technical specifications (bid documents by others)**

Subtotal **$5,475.00**

Total **$6,985.00**

405 South Washington Street
PO Box 8728
Moscow, ID 83843

Tel: (208) 882-3520
Fax: (208) 882-2622
E-mail: hodge@moscow.com

SCOTT BECKER, P.E. PRINCIPAL

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

Hodge & Associates, Inc. ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

PAYMENT TERMS:

Proposal includes material and labor as required in accordance with the above scope of work.

For the contract sum of: $6,985.00, Six Thousand Nine Hundred Eighty-Five and 00/100 Dollars.
Payment to be made as follows: Upon completion.

If this meets with your approval, **please sign both copies and return one for our records**.
We will begin work upon receipt of the signed copy.

This proposal may be withdrawn by us if not accepted within 30 days.

Hodge & Associates, Inc. By_____ **Date** 8-10-18

ACCEPTANCE OF PROPOSAL:

The above scope of work, cost, and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined above.

Authorized Signature _____ **Date**_____

Attachment: ProfessionalEngineerServices-HodgeAndAssoc;DogParkGroundsandDrainageRehabilitationProject(pm2)CLEAN (1798 : Dog Park

MOSCOW CITY COUNCIL AGENDA
Meeting Date: 09/04/2018
Title: Moscow Police Department Explorer Program
Responsible Staff: James Fry

Information

DESCRIPTION: The Moscow Police Department is seeking to establish an Explorer Program. The purpose of this program is to provide young people with the opportunity to volunteer within the community, learn about a career in law enforcement and to build strong youth leaders through core values of service, pride, integrity, compassion and excellence.

The goals of the Explorer Program are to learn about and experience the career field of law enforcement; gain leadership and communication skills and character building while providing community service through volunteer events such as National Night Out, the Lee Newbill Safety Fair, Christmas parade, Walk to School Day, and other activities. In addition to volunteering at community events, Explorers will have the opportunity to provide anti-bullying presentations to the middle school students and serve as role models to their peers.

Explorers must be Latah County residents, meet an educational requirement of 2.0 grade point average or higher, and be between the ages of 14-18 years. Startup costs for six to eight Explorers will be $1,000 and includes uniforms, equipment and supplies. The City of Moscow currently holds coverage for volunteers with ICRMP. Additional costs through the City of Moscow will include approximately $250 (for 20 Explorers) with ICRMP. This was reviewed and recommended for approval by the Administrative Committee on August 27, 2018.

STAFF RECOMMENDATION: Approve the proposal for a Moscow Police Department Police Explorer Program.

PROPOSED ACTIONS: Approve the Moscow Police Department Explorer Program or take other such action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

MPD Police Explorers Policy and Procedure Manual
MPD Police Explorer Application
MPD Police Explorer Topic Agenda

Moscow Police Explorers

Policy and Procedure Manual

SERVICE, PRIDE
INTEGRITY, COMPASSION,
AND EXCELLENCE

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

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Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

MOSCOW POLICE EXPLORERS PROGRAM POLICY AND PROCEDURE MANUAL

I. PURPOSE/GOALS

The purpose of the Moscow Police Department Explorer program is to provide young people the opportunity to volunteer within the community, learn about a career in law enforcement, and to build strong youth leaders through core values of service, pride, integrity, compassion, and excellence.

The MPD Explorer program has the following goals:

1. Learn about and experience the career field of law enforcement
2. Gain skills in leadership, communication, character building, and community service.
3. Serve the community through volunteer events
4. Experience positive leadership from adult and youth leaders and be given opportunities to take on leadership roles.
5. Build strong backgrounds of volunteer work and community service for future goals.

II. LEADERSHIP

The Moscow Police Department Explorer program shall be supervised under the services division of the department. The program Coordinator is the School Resource Officer. The Assistant Advisor will be a sworn officer within the department and the Associate Advisor will be a sworn or non-sworn department employee.

III. MEMBERSHIP

The requirements for membership to the Moscow Police Department Explorer program are as follows;

1. All young adults between ages of 14-18 years of age. (With ability to continue on after 18yo upon approval from Command Staff and Program Coordinator)
2. A resident within Latah County
3. Meet educational requirement of a 2.0 GPA or higher
4. City of Moscow – American Insurance Coverage

All applicants shall be screened by the Coordinator and chain of command. The chain of command reserves the right to disqualify any application with the Chief of Police's approval.

No prospective member shall be disqualified because of race, color, sex, handicap, or sexual orientation.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

IV. GUIDELINES FOR MEMBERSHIP

The guidelines for membership with the Moscow Police Department Explorer program are set as follows;

1. A potential explorer must complete an application and return it to the School Resource Officer at the Moscow Police Department.
2. A criminal history/warrants check will be completed by the program coordinator.
3. The program coordinator and/or their designee will set up an oral board interview. The oral board interview may consist of the following: Program Executive Coordinator, Assistant Advisor, and Associate Advisor. The questions used in the oral board will be prepared in advance and will be approved by the Program Coordinator and Chief of Police.
4. If accepted, the Program Coordinator will arrange for the new explorer to be issued uniform and equipment at the next scheduled training. The new explorer will be issued a copy of this manual upon notification of acceptance.

V. EXPLORER LEADERSHIP

The appointed officers among explorers shall be;

1. Team Leader
    a. Role model and peer leader for Explorers
    b. Point of contact for Explorers with questions
    c. Begin each training with welcome and open for issues, if any
    d. Promote program among peers
    e. Explorer in Charge at events
2. Secretary
    a. Training Attendance collection
    b. Record of schedule of trainings and topics
    c. Record any issues discussed at trainings or suggestions
    d. Master list of Explorers & program staff with all contact info
3. Event Master
    a. Schedule of all mandatory events (dates, times, duties)
    b. Schedule of any volunteer events (dates, times, duties)
    c. Point of contact for any event planning

A nominee/appointed officer shall have been in the explorer program approximately 5 months and in good standing.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

VI. ADMINISTRATIVE POLICIES

- a. EXPLORER POLICY #1
  - i. COMPLIANCE WITH POLICY & PROCEDURES
  - ii. BI-MONTHLY MEETINGS
- b. EXPLORER POLICY #2
  - i. MINIMUM HOURS REQUIRED
  - ii. RECORDING OF HOURS
  - iii. REQUIRED EVENTS
- c. EXPLORER POLICY #3
  - i. DRESS CODE
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- i. EXPLORER POLICY #9
  - i. EXPOLORER PERFORMANCE EVALUATIONS

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

EXPLORER POLICY #1

i. COMPLIANCE WITH POLICY AND PROCEDURE

Explorers are required to follow all Moscow Police Department and Explorer policies, procedures, rules, and regulations.

PURPOSE:

The following policies and procedures act as a supplement to the Moscow Police Department Policies and Procedures and are designed to address situations that are unique to the Explorer program.

SCOPE:

All Explorers shall familiarize themselves with this manual. After reading this manual, or within two weeks of receipt, the Explorer shall return a signed acknowledgement of understanding. This agreement will then be placed in the Explorers file.

Explorers shall keep their issued manual in good repair, updated, and for the entirety of their service within the MPD Explorer program.

All Explorers shall also familiarize themselves with the MPD Policy and Procedure Manual, if directed to do so by the program coordinator.

Any violation of either set of policies may result in disciplinary action.

Any time there may be a discrepancy between the two policies the more restrictive one shall apply.

ii. BI-MONTHLY MEETINGS

All Explorers are required to attend all monthly meetings / trainings.

PURPOSE:

To establish attendance requirements and program goals.

MEETING TIME, DATE, AND PLACE:

Bi-monthly trainings will be held on the first and third Thursday of each month from 5PM (1700) until 8PM (2000). Some trainings have the option of extending hours, if all participants are available and in agreeance.

The program Coordinator will offer two additional fitness trainings per month. These trainings will occur on non-training weeks for regular sessions and will only last approximately 1-2 hours. **These trainings are voluntary.**

CONTENT:

At each meeting, any questions, comments, or announcements will be covered; followed by a training session. Bi-monthly meetings will be counted towards the required monthly

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

Explorer hours. Each meeting will be a minimum credit of 3 hours, with the ability of extending longer upon request.

DRESS:

The uniform of each meeting will be, unless otherwise directed by an Advisor or Coordinator, the MPD issued Explorer uniform. (Issued shirt, BDU style pants, polished black boots, and all required equipment.)

ABSENCES:

Should an Explorer need to miss a training, they shall notify the program Coordinator and Team Leader at least one hour prior to the show up time. Failure to do so will result in an unexcused absence.

Should an Explorer have an unexcused absence, they will need to submit a written memo within two days to the program Coordinator detailing why the training was missed. The program Coordinator will discuss the absence with the Explorer and determine a solution.

Explorers missing three (3) consecutive trainings will meet with the program Coordinator and their further participation in the Explorer program will be determined based on circumstances.

EXPLORER POLICY #2

i. MINIMUM HOURS REQUIRED

Each Explorer is required to contribute a minimum of ten (10) hours, per month, to the department or community; through a program sanctioned event, monthly trainings, voluntary fitness trainings, or a ride-along.

PURPOSE:

This minimum of hours will keep the Explorer in compliance with the policies of Moscow Police Department. These hours will ensure that each Explorer spends enough time at the police department so they receive a general idea of what a career in law enforcement would be like. These hours will also allow post advisors to assess each Explorer's needs.

RECORDING OF HOURS:

It is important that all hours worked be documented to justify to the Administration and to the City the expenses spent on the various volunteer programs the Moscow Police Department sponsors.

It is the responsibility of each Explorer to ensure a monthly time sheet is turned in for each completed task. Attendance will also be taken at each training, fitness session, and event by the Explorer acting as Secretary or the program Coordinator.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

Each Explorer will receive a minimum of one hour credit for completing a required task, even if less than 60 minutes is used. Time used will adhere to the following:

45 minutes = one hour

75 minutes = one and a half hours

90 minutes = two hours

PRE-SET HOURS:

Some types of assignments/events and projects will have pre-set hours of credit. In these circumstances, the program Coordinator will set the hours to be credited to all Explorers involved.

EXPLORER POLICY #3

i. DRESS CODE

PURPOSE:

To set forth guidelines for standard uniform dress and to promote pride in wearing the uniform of a Moscow Police Department Explorer.

UNIFORM DESIGNATIONS:

There will be one level of dress, to be determined by the program Coordinator for each event:

a. Uniform
    i. Issued Explorer uniform shirt
    ii. Tan BDU style pants
    iii. Black leather duty belt with only issued or approved gear
    iv. Black polished boots

It is the responsibility of the program Coordinator and/or Advisors to enforce the dress code. These leaders have the authority to summarily release any Explorer from an assignment for a violation of this policy.

No Explorer shall wear any article of clothing, including hats, that represent the Moscow Police Department, unless approved by the program Coordinator or Advisors or the Explorer is involved in a department approved or sanctioned event. At no time will any piece of Moscow Police Department clothing or equipment be used or worn while off duty unless the Explorer is en route to or from a department approved training or event.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

b. Appearance
    i. Males:
        1. No facial hair
        2. Hair must remain cut above collar
        3. No tattoos visible
        4. No piercings visible
    ii. Females:
        1. If hair is long enough to put up, it must be up in a bun or pony tail at all times.
        2. No visible tattoos.
        3. Only stud (silver, nude, gold, or black) earrings with visual portion no greater than 3/16 inch in diameter or small gauges, less than 00 in size, allowed.
        4. No other visible piercings.

EXPLORER POLICY #4

i. RIDE ALONG ELIGIBILITY / REQUIREMENTS

Each Explorer will be required to go on a ride along with a patrol officer at least once per quarter. Each quarter is defined as; January to March, April to June, July to September, and October to December.

PURPOSE:

This requirement will ensure that each Explorer is obtaining a minimum exposure to the occupational field of law enforcement. By achieving eligibility, the Explorer will have to make progress in his/her personal development.

ELIGIBILITY REQUIREMENTS:

1. Explorer Must
    a. Have obtained appropriate training; four consecutive trainings
    b. Have been approved by all Advisors and program Coordinator
    c. Is not the subject of any open disciplinary actions
    d. Ride-alongs will only be permitted if any events that are scheduled for the same time are already staffed.

GUIDELINES:

The ride along assignment will be initiated by the Explorer signing up through the program Coordinator or the Assistant Advisor. The required form will be forwarded to the appropriate shift supervisor at least three days prior to the ride along. All ride alongs must be scheduled through the program Coordinator or Assistant Advisor at least one week in advance. In the event the officer requests that an Explorer ride with them, as long as it has been cleared with the officers supervisor, the one week requirement will be waived.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

The ride along officer and OIC have the right to cancel the ride along at any time. Should the ride be cancelled, the Explorer must leave immediately. If the ride was cancelled because of actions by the Explorer, the officer must complete a written account of the Explorer's actions and submit it to the program Coordinator.

Explorers are expected to arrive for a ride along at least 15 minutes early.

FIELD PROCEDURE:

The Explorer is to act as a second set of eyes and ears during a ride along.

The Explorer shall always follow the directions and orders given by the officer. The Explorer should never question an officer's actions in public. An Explorer should direct any questions to the officer in private, at a later time.

Explorers shall never carry any unapproved equipment while on a ride along. Explorers shall never touch any emergency equipment or lighting controls within the patrol vehicle without the direction of the officer in charge.

EXPLORER POLICY #5

i. DISCIPLINE

PURPOSE:

To set forth guidelines to be followed when an Explorer is being investigated pursuant to an allegation of policy violation and the discipline forms upon sustainment.

INVESTIGATION:

1. Started upon:
    a. A written or verbal complaint from a citizen
    b. A written or verbal complaint by an employee of the department
    c. A written or verbal complaint by a fellow explorer

The program Coordinator will then interview those people with knowledge of the incident and try to obtain all the pertinent information relating to the complaint. Written statements shall be the preferred method. This will include the Explorer in question. Should the alleged conduct be of a criminal nature, the Explorer shall be advised of their Miranda Rights. Should the criminal activity be substantiated in any way, the program Coordinator must turn the investigation over to another officer, outside of the program.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

PROBATION:

Probationary period shall be twelve months in length. Explorers on probation may not have any unexcused absences and must get approval prior to participating in any community events.

TERMINATION:

1. Grounds for Termination shall be:
    a. Violations of probationary status
    b. Criminal violations of the law
    c. Violations of department policy or procedure
    d. Violations of Explorer policy or procedure
    e. Repeated traffic infractions
    f. Integrity violations

Terminations will be subject to the approval of the program Coordinator and the Chief of Police.

APPEALS:

The Explorer in question shall not have the right to appeal the final decision of the program Coordinator and Chief of Police. The Explorer position is one of a volunteer and shall be considered a privilege to hold, not a right.

An Explorer may request a personal meeting with the program Coordinator to have the reasons of termination explained to him/her.

EXPLORER POLICY #6

i. CHAIN OF DISCIPLINE

To ensure a standard of discipline, the program Coordinator shall use the following as a guideline, but not be limited by them.

1. FIRST OFFENSE:
    a. If minor in nature, should be handled with a verbal reprimand
2. SECOND OFFENSE:
    a. If minor in nature, should be handled with a verbal AND written reprimand.
3. THIRD OFFENSE:
    a. If minor in nature, Explorer will be placed on probation and a written reprimand will be documented.
    b. If criminal offense, Explorer will be terminated from the program.

SERIOUS OFFENSES:

Although progressive discipline is the preferred method of discipline, some offenses, by nature, will require a more serious form of discipline. These offenses may result in

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

immediate probation or termination. In such cases, prior discipline and service record will be taken into account.

A criminal offense will automatically result in termination.

EXPLORER POLICY #7

i. ON VIEW SITUATIONS

PURPOSE:

To set forth guidelines on how Explorers should handle those situations that might be viewed by them to require police action.

OFF DUTY:

An Explorer is trained as a witness. Explorers are only expected to respond as any other good citizen, and should never attempt to take police action. Explorers observing criminal activity should note the situation and report it to 911 if it is an emergency. If it is not an emergency, report it to 882-COPS (2677). Explorers should go to a safe location and note as much detail as possible, staying on the line with dispatch if possible. Once officers have responded, Explorers shall not approach officers or situations until they are told to by the responding officers.

ON DUTY:

Explorers should report the situation directly to the MPD officer they are working with and continue with the detail to which they are assigned. In the case of an Explorer not being able to report to an MPD officer, they are to report the situation directly to dispatch. **Explorers are never to attempt police action, even in uniform.** They will wait until it is safe to approach the responding officer or supervisor on scene to relay observations.

RIDE ALONGS:

If a situation occurs while on a ride along, the Explorer is required to act as instructed by the MPD officer. The following guidelines are intended to help the Explorer know how to react to a potentially dangerous situation.

If a serious situation develops and it appears that the officer is in trouble and needs more assistance, the Explorer should notify by radio of the officer's unit number, location, and assistance is needed. If the officer is down or appears to be in imminent danger, the Explorer should notify on the radio the officer's number and "OFFICER NEEDS HELP."

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

OFFICER AID:

EXPLORERS ARE NOT EXPECTED TO GO TO THE OFFICERS AID! If the Explorer feels their own safety is in question, they should seek a safe position, notify dispatch by radio or telephone of the situation. The Moscow Police Department does not require their Explorers to do anything more than this. **Their only obligation in a very serious situation is to get to safety and request help/aid for the officer.** Remember, should an Explorer become involved in trying to help or rescue the officer, you might also be injured and become unable to call for help, thus you would not have been any help at all.

EXPLORER POLICY #8

i. USE OF EQUIPMENT

PURPOSE:

To set forth guidelines in the use of equipment belonging to the Moscow Police Department, the City of Moscow, and the Explorer program.

ISSUED PERSONAL EQUIPMENT:

The following items will be issued to the Explorer:

1. Uniform shirts (1 long sleeve, one short sleeve, one PT shirt)
2. Moscow PD Explorer Volunteer ID card
3. Explorer Policy and Procedure Manual
4. MPD coat
5. Three ring binder containing pertinent training material, etc.

These items remain in the property of the Moscow Police Department. They are to be returned to the Moscow Police Department, via the program Coordinator, upon separation or request. Should an Explorer fail to turn in all of their equipment and uniforms they will be charged a replacement cost which could total in several hundred dollars depending on which item is missing.

OTHER EQUIPMENT:

Explorers could be issued radios, flashlights, or handcuffs if authorized. These items will be checked out on a case by case basis and will be returned at the end of each specific training or event.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

VEHICLES:

Explorers will not drive a marked, emergency vehicle, unless they are under direct supervision of a police officer, and then, only for the purpose of moving a vehicle within a scene or in a controlled training. Explorers must use the car only for the details they have been assigned. Explorers may not make traffic stops or assist citizens.

EXPLORER POLICY #9

i. ASSIGNMENTS

PURPOSE:

To establish set procedures and responsibilities in the assigning of Explorers to the various projects. This is to assist the volunteers in the management of their time and the program Coordinator in fulfilling requests and record keeping.

VOLUNTARY ASSIGNMENTS:

When the Moscow Police Department receives a request for volunteer service, the information will be put into written form and be distributed pursuant to the standard practices at MPD. The program Coordinator will determine how many people it will take to fulfill the task, or the maximum number allowed. The program Coordinator will discuss the information at the next training and solicit volunteers from the program. Again, this is on a volunteer basis and care should be taken to avoid the perception of coercion on the part of senior members.

MANDATORY ASSIGNMENTS:

Although contradictory in definition, some events will be mandatory for the volunteers of the Moscow Police Department Explorer program. These events will be determined by the program Coordinator and explained to all Explorers in advance.

SELF INITIATED ASSIGNMENTS:

Explorers are encouraged to seek out their own projects within the police department, school district, and community. These projects will be supervised by a departmental employee and should be a benefit to the department, school district, Explorer program, or community.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

EXCUSE FROM ASSIGNMENTS:

Once an Explorer signs up for, or is assigned to a project, he/she is responsible for showing up on time or to find a suitable replacement for him/herself if needed. Voice mail messages will not constitute an accepted excuse. Either the Explorer's immediate supervisor or the program Coordinator must be contacted.

EXPLORER POLICY #10

i. EXPLORER PERFORMANCE EVALUATION

PURPOSE:

To provide documentation of the Explorer's performance and to supply a method for bettering the Explorer and the program.

PROCEDURE:

Evaluations will be conducted every quarter. Quarters are listed as January through March, April through June, July through September, and October through December.

Evaluation Months:

1. March
2. June
3. September
4. December

This allows the program Coordinator to provide positive and constructive feedback to the Explorers. The quarterly execution of evals also allows Explorers that are only in the program for 1 year to obtain multiple accounts of feedback.

The program Coordinator is responsible for assuring that all evaluations are completed on time.

PREPARATION:

Prior to starting an evaluation, the evaluator should familiarize themselves with the following criteria to enhance fairness and objectivity;

1. Thoroughly familiarize yourself with the evaluation form and guidelines.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

2. With the evaluation in mind, view the Explorers in each event or training.
3. Evaluate for the entire rating period, not just a few good or bad incidents although high and low points can be mentioned.
4. Document the performance as fairly and objectively as possible. Overrating a subordinate is not fair to the Explorer or the program.
5. Any unacceptable rating requires a comment.

EVALUATION REVIEW SESSIONS:

All evaluation counseling sessions will be conducted on an individual manner containing the Explorer, the program Coordinator, and the Assistant Advisor. These session will take place within two weeks of the end of the evaluation months.

Remember that as an evaluator, your job is to praise behavior that is beneficial to the organization and correct behavior that is detrimental. Personal biases have no place in a performance evaluation.

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I, _____,

HEREBY ACKNOWLEDGE RECEIPT OF THE MOSCOW POLICE DEPARTMENT LAW ENFORCEMENT EXPLORER PROGRAM POLICY & PROCEDURE MANUAL. I HAVE READ THE CONTENTS OF THIS MANUAL AND UNDERSTAND THE PROGRAM'S REQUIREMENTS.

_____

EXPLORER

_____

DATE

_____

PROGRAM COORDINATOR

_____

DATE

Attachment: MPD Police Explorers Policy and Procedure Manual (1789 : Moscow Police Department Explorer Program)

Moscow Police Department

Police Explorer Program

Application

Name: _____ Date of Birth: _____

Address: _____

City: _____ Phone: _____

Email: _____ Social Security #:_____

Driver's License #: _____ School: _____

Grade Enrolled: _____ Place of Employment: _____

Parents/Guardian Name: _____

If you have separated or divorced parents please use this space to give the name and address of other parent: _____

Character References:

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

Explorer Commitment

I understand I am applying for a position with the Moscow Police Department Explorer Program and the program requires several responsibilities on my part. I will truthfully answer the questions listed below to assist the advisors in my application process.

Have you ever been charged with a crime? Yes ____ No____

If yes, explain the circumstances and court decision in your case: _____

_____

What is your current GPA: _____ If below 2.0 please explain why: _____

_____

Have you ever had any problems where law enforcement was involved: Yes ____ No ____
Explain: _____

_____

_____

Attachment: MPD Police Explorer Application (1789 : Moscow Police Department Explorer Program)

Please list all sports/clubs/activities you participate in: _____

_____

_____

_____

Why do you want to be a police explorer?

_____

_____

_____

_____

I understand the Moscow Police Department Explorer Program is a group of elite individuals that must uphold the highest standards of being a police officer. I understand this fully and am applying to this organization.

Explorer Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Attachment: MPD Police Explorer Application (1789 : Moscow Police Department Explorer Program)

Moscow Police Department

Police Explorer Program

Authorization for Release of Information

I _____, parent/guardian of _____ hereby authorize _____ School District to release to the Moscow Police Department Explorer Program the information indicated below:

Semester Grades
Tardy Reports
Absences
Expulsions
Discipline Reports

I understand I may revoke this consent in writing at any time.

_____ _____
Date Signature of Student

_____ _____
Date Signature of Parent/Guardian

_____ _____
Date Signature of Witness

Attachment: MPD Police Explorer Application (1789 : Moscow Police Department Explorer Program)

Medical Release Form

The Moscow Police Department Explorer Program has an element of danger or possible injury involved with it because the Explorers train and have the opportunity to ride along with the police department. The MPD Explorer program has set guidelines to reduce those risks, but the risks are still there. In case of emergency we would like to have the emergency contact information and an active medical release form on file in cases where medical attention may be needed and you as a parent/guardian is unavailable at the time.

Explorer Information

Name: _____ Date of Birth: _____
Address: _____ City: _____
Phone: _____

Parent(s)/Guardian(s) Information

Name: _____
Address: _____ City: _____
Home Phone: _____ Cell Phone: _____
Parent Employment: _____ Work Phone: _____
Parent Employment: _____ Work Phone: _____
Emergency Contact: _____ Phone: _____
Emergency Contact: _____ Phone: _____

Medical Information

Is Explorer currently taking medications? Yes ____ No ____
If yes, explain: _____
Has Explorer ever been restricted from physical activities? Yes ____ No ____
If yes, explain: _____
Allergies? Yes ____ No ____ If yes, explain: _____
Date of last Tetanus Immunization: Month _____ Year _____

Medical Release Form

In case of emergency, I hereby give permission to the representative from the Moscow Police Department to obtain medical assistance for my child, I also give permission to the physician selected to hospitalize and secure proper treatment for my child.

_____ _____
Parent/Guardian Signature Date

_____ _____
Medical Insurance Company Policy Number

Attachment: MPD Police Explorer Application (1789 : Moscow Police Department Explorer Program)

Waiver Agreement:

Approval to participate in the Moscow Police Department Explorer Program will only be granted to the individual listed below after the individual has read, agreed to, and signed the "Waiver of Liability" listed in this form.

- **Weapons will not be carried by any Explorer while conducting his/her duties. The exception to this would be for training purposes involving the use of such weapons and must be approved by the Program Coordinator and the Chief of Police.**
- **An Explorer must understand that while conducting his/her duties, they are to act as an extra set of eyes and ears. Explorers are trained as a witness. Explorers are only expected to respond as any other good citizen, and should never attempt to take police action.**
- **Explorers who are issued departmental equipment must keep the equipment at the designated storage location and/or be responsible if any equipment is lost.**
- **If the individual participating in the Explorer Program is under the age of 18 years old, a parent or guardian must also read and sign the "Waiver of Liability" prior to being allowed to participate in the Explorer Program.**

WAIVER OF LIABILITY

For consideration of the undersigned being given the opportunity to volunteer in the police operations and functions of the Moscow Police Department by riding in any vehicle, operated by members of the Police Department and by any and all means of observations whatsoever, the undersigned, in order to avail himself/herself of said opportunity, recognizes and assumes any and all risks pertaining thereto, and hereby releases the City of Moscow, its officials, officers, and all other personnel of the City of Moscow from any and all liability assigns may sustain in and about any vehicle or in any other way during the course of their participation/observation and studies by the undersigned of the operations and functions of the Moscow Police Department.

Explorer (Print): _____ **Date of Birth:** _____

Explorer Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

Attachment: MPD Police Explorer Application (1789 : Moscow Police Department Explorer Program)

MPD EXPLORER PROGRAM: TOPIC AGENDA

October 2018

Cops and Robbers Run

Downtown Halloween Event

- Welcome / PD Tour / Command Staff / Equipment
- Police Ethics / Professionalism / Career Entry / Ride Alongs

November 2018

Turkey Drive

- Infractions / Misdemeanors / Felonies
- Criminal Code Scenarios

One 2-hour PT session offered each non-class week. PT sessions are voluntary.

May – October: Farmer's Market

December 2018

Christmas Parade

Shop with a Cop

- Search and Seizure
- Laws of Arrest / Scenarios

January 2019

Anti-Bulling Talks to MMS

- Arrest Techniques / Use of Force
- Arrest Techniques / Defensive Tactics *practical*

February 2019

Polar Walk

Anti-Bullying Talk at MMS/other schools

MHS Career Fair

- Traffic Stops
- Traffic Stop Scenarios *Mormon Church PL or Fire Station 2*

March 2019

- Interview and Interrogation
- Crime Scene Investigation

Attachment: MPD Police Explorer Topic Agenda (1789 : Moscow Police Department Explorer Program)

April 2019

- Building Searches *classroom*
- Building Searches *City hall or a school*

May 2019

Prevention Week

Safe and Sober Graduation

- *D.U.I*
- *D.U.I continued…*

One 2-hour PT session offered each non-class week. PT sessions are voluntary.

May – October: Farmer's Market

June 2019

Newbill Safety Fair

- Report Writing
- Traffic Stop Scenarios *Mormon Church PL or Fire Station 2*

July 2019

Team building event

- Juvenile Justice System
- Juvenile Probation / Youth Services / Prosecutor

August 2019

National Night Out

- First Aid / CPR / Patrol Response Aid
- First Aid / CPR cont…

September 2019

Latah County Fair

Attachment: MPD Police Explorer Topic Agenda (1789 : Moscow Police Department Explorer Program)