



Moscow City Council Regular Meeting

~Amended Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins

City Clerk

208.883.7015

Monday

7:00 PM

Council Chambers

November 19, 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 (ACTION ITEM)

A. Approval Of Moscow City Council November 5, 2018 Minutes – Laurie M. Hopkins

Documents:

[COUNCIL MINUTES OF NOV 5, 2018.PDF](#)

B. Disbursement Report For October 2018 - Sarah Banks

Accounts Payable Report for the month ending October 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

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

Documents:

[DISBURSEMENT REPORT FOR OCT 2018.PDF](#)

C. Lot Division At 1045 Alturas Drive - Leah Carlson

Stacy Smisek is requesting a lot division for a 5,644 square foot parcel of land located at 1045 Alturas Drive in the City of Moscow. The owner proposed to establish two parcels of approximately 2,730 square feet and

2,912 square feet from the original parcel. The subject property is located within the Multiple Family Residential District (R-4) where the minimum lot size for twinhome dwellings is 2,250 square feet and the minimum lot width is 25'. The two proposed lots meet both minimum lot size and lot width requirements. Property owners within 600 feet of the property have been notified of the proposed division and the site was posted seven (7) days prior to the public meeting date. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

ACTION: Approve the lot division request with no conditions.

Documents:

[LOT DIVISION 1045 ALTURAS DR.PDF](#)

D. Request Name Change Of East Gate Park To Triangle Park - Dwight Curtis

In August 2018, staff received a letter from 9 year old resident Ginny Saunders requesting the name of East Gate Park be changed to Triangle Park. The park is almost universally known as Triangle Park, so the change is both logical and will eliminate confusion. This request was reviewed by the Parks and Recreation Commission and recommended for approval. This was reviewed and recommended for approval by the Administrative Committee on November 13, 2018.

ACTION: Approve the name change of East Gate Park to Triangle Park.

Documents:

[EAST GATE PARK NAME CHANGE.PDF](#)

E. Edible Forest Park Professional Services Agreement - David Schott

Staff is requesting authorization to retain Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of \$11,395. Services include a kick off and scoping meeting, two (2) public workshops, development of two (2) concepts, preparation of preferred alternative, meetings with the Tree Commission and Parks and Recreation Commission, and preparation of an opinion of probable cost. This unique space is intended to provide educational opportunities and an example to our community of stewardship of a public food forest. This unique space will create a sense of place and community pride for the City of Moscow for generations to come. Council approved the 4.09 acre property parkland exchange and dedication agreement on April 4, 2018. The budgetary line item for the professional service expense will be Parks and Recreation Administration (120-160-30-642-10) in the amount of \$10,000 and Parks and Recreation Parks (120-165-30-642-10) in the amount of \$1,395. If approved, staff anticipates conceptual planning and cost estimating to be completed for inclusion in the FY2020 budget requests. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

ACTION: Approve the Professional Services Agreement with Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of \$11,395.

Documents:

[EDIBLE FOREST PARK PROF AGRMT.PDF](#)

F. Request For Hamilton Funds For The Installation Of The Itani Park Playground Equipment - David Schott

The Parks and Recreation Department is requesting Hamilton Funds for the installation of the Itani Park playground equipment and safety tile surfacing in an amount not to exceed \$3,000. On June 18, 2018, Council approved the purchase of playground equipment and safety tiles for Itani Park. The funding source was the Hamilton Fund, and was approved through the FY2018 budget. However, funding was not requested for the installation of the playground equipment and tiles at that time. The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Staff anticipates the concrete pad and accessible pathway to be completed in the spring of 2019 when conditions allow. If approved, the playground and tiles will be installed shortly after. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

ACTION: Approve the use of Hamilton Funds appropriated in FY2019 for the installation of the Itani Park playground equipment and safety tiles not to exceed \$3,000.

Documents:

[ITANI PARK PLAYGROUND EQUIPMENT INSTALLATION FUNDS.PDF](#)

- 2. Staff Recognition Report - Gary J. Riedner**
- 3. Mayors Appointments (ACTION ITEM)**
- 4. Public Comment And Mayor's Response Period (Limit 15 Minutes)**
- 5. City Of Moscow Robbers Run Donation To The Fraternal Order Of Police #129 - Kellisa Owens**
- 6. Highway 95 Thorn Creek To Moscow Report - Gary J. Riedner / Ken**
- 7. Hamilton Lowe Aquatics Center Annual Report - Kellisa Owens**
- 8. Idaho Airport Aid Program Grant Agreement (ACTION ITEM) - Gary J. Riedner**

On behalf of the Moscow-Pullman Airport, the City of Moscow has been offered matching grant assistance from the Idaho Transportation Department (ITD), Division of Aeronautics, in financing improvements to the Airport during the State of Idaho FY2019. The grant is part of ITD's regular program award to further the interest in and aeronautical purposes of public airports by assisting in the development of a statewide system of airports. The City is required to ratify the attached Grant Agreement and Resolution in order to accept the award. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

PROPOSED ACTIONS: Ratify the Idaho Transportation Department,

Division of Aeronautics, Grant Agreement and Resolution for execution in order to accept the \$7,500 award on behalf of the Moscow-Pullman Airport or take other such action deemed appropriate.

Documents:

[AIRPORT AID GRANT AGREEMENT.PDF](#)

9. Software License Agreement For An Advanced Alert Distributed Reporting System (AADRS) Pilot Project (ACTION ITEM) - James Fry

The City of Moscow wishes to provide a community that is safe, secure and a pleasant place to live and visit. The Moscow Police Department utilizes a community-oriented policing philosophy to improve the quality of life through community partnerships and problem solving approaches. Taking into account recent incidents of violence in schools and communities across the nation, including the tragedies our own community has encountered along with the threats of violence to our schools, the City of Moscow Police Department wish to find ways to be proactive with crime prevention by use of technology. To achieve this the Moscow Police Department would like to launch a pilot Advanced Alert Distributed Reporting System (AADRS) by entering into an agreement with Kestrel Technology Group who possesses the expertise and the technology to administer a neighborhood watch type of program through the use of technology. This was reviewed by the Administrative Committee on November 13, 2018 and forwarded to the full City Council with no recommendation.

PROPOSED ACTIONS: Review recommendation and consider approval for the software license agreement for an advanced alert distribution reporting system pilot project between Kestrel and the City of Moscow or take other such action deemed appropriate.

Documents:

[AADRS SOFTWARE LICENSE AGREEMENT.PDF](#)

Reports

City Council
Mayor
Staff

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

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



Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
November 5, 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, Jim Boland Councilmember, Brandy Sullivan Councilmember, Anne Zabala Councilmember, Bill Lambert Mayor

ABSENT: Art Bettge Councilmember (Excused)

STAFF: Gary J. Riedner, Mia Vowels, Les MacDonald, David Schott, Laurie M. Hopkins

Pledge of Allegiance

Council Vice President Taruscio led the Pledge of Allegiance.

Veteran's Day and Military & Veteran's Week Proclamation

Mayor Lambert read the proclamation and presented to Jason M. Nierman, Retired Lieutenant Colonel the Military and Veterans Services Coordinator at the University of Idaho. He thanked the Mayor and listed some of the many events throughout the week to honor veterans.

1. Consent Agenda (ACTION ITEM)

A. Approval of Moscow City Council October 15, 2018 Minutes – Laurie M. Hopkins

B. WRRF Slide Gates Replacement Project - 2018 – Nate Suhr

The City published an advertisement for bids on October 9, 2018 for the Water Reclamation and Reuse Facility (WRRF) Slide Gates Replacement Project. The base bid for the project includes the removal and replacement of six existing (48" x 50") slide gates within "Box G" at the WRRF. The six new (48" x 50") slide gates had been previously purchased by the City and the manufacturer's plans and specifications for the new gates were provided as part of the bid proposal package. The Engineer's estimate for the project was \$34,690.50. Bid opening for the project took place on October 16, 2018, at which two bids were received. Of the responsive bids received, numbers ranged from \$27,650.48 to \$48,590.50. Clearwater Construction & Management was the low bidder on the project and a bid tabulation is attached. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Accept the low bid from Clearwater Construction & Management, award the contract in the amount of \$27,650.48, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

C. Castleford Street Encroachment Request - Abbott – Bob Buvel

Dwayne and Monica Abbott, the owners of the lot at 2830 Hampton Court, have applied for a right of way encroachment to construct a retaining wall in the Castleford Street right-of-way along the north side of their property. Their house at 2830 Hampton Court was built in the first constructed phase of the Southgate 3rd Subdivision. Road construction in the second phase of the subdivision undermined the slope supporting the house, creating an unstable situation. Their

Minutes Acceptance: Minutes of Nov 5, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

proposed solution to the problem is a joint effort between the Abbotts and the developer to build a wall that will retain an engineered sloped embankment below the house foundation. If the wall is built with the encroachment into the right of way (near the back of the sidewalk) it will save the developer and the property owner \$10,500 to \$13,000 versus building the wall on the Abbott's private property. The franchise utility companies have all written letters stating they have no intention of exercising use of the public utility easement along the subject frontage. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Approve the encroachment request and attached encroachment agreement.

D. Assistance to Firefighters Grant Request - Alisa Anderson

The Assistance to Firefighters Grant (AFG) program goal is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards and provides direct financial assistance to eligible fire departments. The Moscow Fire Department is requesting to submit a funding request to the AFG program to purchase new communications equipment to replace obsolete, unusable, and/or unrepairable equipment to meet current standards which require radio systems to be P25 compliant. P25 radios are a direct replacement for analog FM radios but add the ability to transfer data as well as voice, allowing for more natural implementation of encryption or messaging. The Moscow Fire Department is proposing to request mobile repeaters, mobile radios, portable radios, and pagers for use by staff and volunteer firefighters. The total cost is estimated not to exceed \$258,000. The AFG program requires a 10% match of the awarded amount. The grant application is due on October 26, 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Ratify the funding request submitted to the Assistance to Firefighters Grant program on October 26, 2018, for communications equipment in the amount of \$227,562.

E. South Main Pedestrian Underpass Project - Bill Belknap

During the recent floodplain study near the intersection of South Main and the Troy Highway, the City Council expressed interest in exploring the construction of a pedestrian underpass of South Main/U.S. 95 using the existing bridge structure in a similar fashion to the underpass that is currently under construction underneath State Highway 8 at the Styner/White intersection. On June 4, 2018, the City Council agreed to jointly fund an assessment of a potential south main underpass with the Moscow Urban Renewal Agency. The underpass assessment has been completed and it has concluded that the underpass is feasible and would not increase flood elevations within the area. Staff is seeking direction from the Council regarding if the Council would like to pursue a grant application for the project. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Approve pursuing a grant for the South Main Pedestrian Underpass Project.

F. Fire Station #2 Re-Roof Project Professional Services Agreement - David Schott

Staff is requesting authorization to retain Associated Architects for full service architectural services for the Fire Station #2 re-roof project at a cost of \$7,660. Over the past years, facilities staff have patched numerous leaks in the 3,442 square foot roof. Staff proposes an R Mer Lite roofing system by the Garland Company which has been installed on numerous buildings around Moscow. The FY2019 budget for the project is \$69,900 and includes architectural services and construction. The budgetary line item for the architectural expense will be General Fund Capital Projects, 350-310-20-770-72. If approved, staff anticipates construction documents and cost estimates to be completed by the end of January 2019 and issue of a Solicitation for Bids in

February. On October 22, 2018, the Public Works / Finance Committee reviewed and recommended approval.

ACTION: Approve Associated Architects to provide full service architectural services for Fire Station #2 Re-Roof Project at a cost of \$7,660; and issuance of Solicitation for Bids.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Kathryn Bonzo, Council President
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Boland, Sullivan, Zabala
EXCUSED:	Art Bettge

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

Mayor Lambert proposed Lauren Voss to the Tree Commission and Kevyn Boothe to the Sustainable Environment Commission. Bonzo moved and Boland seconded approval of the appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

Brandon Allen, 624 N Mountain View Road Moscow, is part of the current Leadership Moscow program. He wanted to recognize the participates in this 2018 class and extend appreciation to the Chamber and the City. Mayor Lambert said Allen is participating as an advisor to the Mayor's Youth Advisory Committee.

5. Citizen Commission Report - Moscow Tree Commission - David Schott / Clark Filip

Schott introduced Clark Filip. Filip presented the mission statement, current members and the benefits of Moscow's community forest. The Commission prioritized public outreach over the past year. Other projects included planning for street tree replacements downtown and planning for the food forest park. The street tree guide was revised for draught tolerance for the area. The Commission continues to plant trees in public right-of-way, educate regarding tree removal and increasing the total number of trees. Mayor Lambert thanked him for the report.

6. A Street Reconstruction - Stage 2 State/Local Agreement (ACTION ITEM) - Les MacDonald

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council, has funded a federal-aid project in FY 2019 to improve segments of A Street and Line Street. The project will completely reconstruct A Street from 350 ft east of Peterson Drive to 200 feet east of Home Street and Line Street from the Pullman Highway north through its current intersection with A Street/Circle Drive. Circle Drive will be modified to include a cul-de-sac terminus north of A Street. The project will include replacement of the existing road sections, retaining walls, sidewalks, water system upgrades, and sewer conveyance system upgrades.

Access to the federal-aid funds require the execution of a "State/Local Agreement" outlining the responsibilities of both the City of Moscow and the ITD. The attached draft contract is a standard ITD agreement modified specifically for the A Street Project. Changes to the State/Local Agreement have been requested of the State and those changes are being made, but the revised document was not received in time to include in the packet. When received, the updated version of the agreement will be reviewed by the City Attorney to ensure that the requested changes have been achieved. Also for consideration is a resolution certifying approval of the agreement and authorizing the Mayor to enter into the agreement on behalf of the City. The resolution will be adjusted to include the revised project number once it is received from the State.

Once the executed State/Local Agreement and the City payments are submitted, ITD will advertise the project for bids. This is anticipated to occur in late 2018 with construction scheduled to occur in 2019.

PROPOSED ACTIONS: Approve the Resolution approving the State/Local Agreement for the A Street Improvements - Stage 2 Project and authorize the Mayor to sign the Agreement; or take other action as deemed appropriate.

MacDonald described the history of the A Street project that began in 1999 and was scheduled to bid in 2004. The project originally began at Jackson Street but was scaled back to approximately Home Street. Right-of-way acquisition and design work were complete but the project was delayed due to funding. Changes to the road configuration include: a cul-de-sac at Circle Drive; through east/west traffic on A Street; free right turn onto A Street for northbound traffic from Line Street; a stop sign for northbound traffic on Line Street turning left onto A Street; pedestrian stairways due to elevation changes and parking changes. Snow removal is the responsibility of adjacent property owner but the City has been known to close pathways during heavy snow and ice periods during the winter. No bike route is called out on A Street due to the challenge of the road. There are routes on Third and Sixth Streets and the City is researching an additional bike route from Dumas Seed property through the new park, continuing to Lieullen with connection to West Park. The total estimated project cost is \$4,325,574 with local match from the City at \$265,147. Water and sewer will also need to be replaced at City cost. In order to finance the project, grant funds will be provided from two fiscal years (2019 and 2020). ITD requires all the money to go out for bid. The Federal Government cannot advance the FY2020 grant funds. In order to construct in 2019, the City will need to prepay \$1,264,000. The 2020 funds would then be released late 2019 and the City would receive reimbursement.

The Resolution approving the State/Local Agreement for the A Street Improvements - Stage 2 Project and authorizing the Mayor to sign the Agreement was approved by Roll Call Vote.

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

7. Resolution for a Street Reconstruction Stage 2 Funding by Interfund Investment (ACTION ITEM) - Gary J. Riedner

The City Council has approved the State/Local Agreement with the Idaho Transportation Department for the construction of 'A' Street Reconstruction - Stage 2. The project is funded by ITD through two fiscal years of the Surface Transportation Program - Urban (STP-Urban) grant program in the amounts of \$2,083,214 (fiscal year 2019) and \$1,264,000 (fiscal year 2020). The construction of the project is scheduled to be commenced in the 2019 construction season, prior to the availability of the STP-Urban fiscal year 2020 grant funds in the amount of \$1,264,000. In order to proceed with the scheduled construction of the project, it is required by ITD that the City provide funding equal to the STP-Urban fiscal year 2020 grant in the amount of \$1,264,000, which will not be available for reimbursement through the STP-Urban program until July 2019, the start of the federal fiscal year.

Staff is proposing that the \$1,264,000 construction funding be funded through the City Sewer Enterprise Fund accumulation by means of interfund investment. A Resolution that outlines the criteria of \$1,264,000 of investments by the Sewer Enterprise Fund for the purpose of funding the 'A' Street Reconstruction - Stage 2 project.

PROPOSED ACTIONS: Approve the Resolution authorizing the Finance Director to purchase inter-fund investments for \$1,264,000 for the purpose of funding the 'A' Street Reconstruction - Stage 2 project from the City Sewer Enterprise Fund without interruption of City operations or capital improvement plans or take such action deemed appropriate.

Riedner introduced the item as written above adding an interfund investment was used for funding the airport runway realignment project. Interest rate on the borrowing is proposed at 2.5%. The City will be reimbursed as soon as the 2020 federal funding is available in a lump sum. If the bids come in over budget, LHTAC would review and talk with City Engineering and if within 10%, the project would proceed. If over 10%, they discuss how to proceed. The majority of the Mountain View construction funding was transferred over to the A Street project. The design and right-of-way acquisition for the Mountain View project was retained and in progress. In the off chance federal aid is cut off, the obligation for repayment to the enterprise is still there.

The Resolution authorizing the Finance Director to purchase inter-fund investments for \$1,264,000 for the purpose of funding the 'A' Street Reconstruction - Stage 2 project from the City Sewer Enterprise Fund without interruption of City operations or capital improvement plans was approved by Roll Call Vote.

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

8. Self-Funding Employee Health Insurance Report – Gary J. Riedner

Riedner said staff is proceeding with a proposal from Murray group to self fund the employee health benefits. Insuring at a higher level because we administer it ourselves. An application has to be submitted to the Department of Insurance (DOI) and requires financial provisions including an employee benefits trust. Trustees have been selected. The trust will be funded by a one time surplus and monthly employee premiums. The City will contract with Regence to administer the health benefits. This cuts down the administration and profits insurance companies take. This should allow a more sustainable premium. The application has been submitted pursuant to actuarial information. Staff anticipates a launch date of March 1, 2019. Staff will bring a full report from Murray Group and will include a surplus funding plan for Council approval.

Reports

City Council

Human Rights Commission - Boland said the Commission is participating in an opioid event at Book People. They also discussed sidewalks on A Street and what will be done to make it wheel chair accessible.

Palouse Basin Aquifer Committee - Boland reported research is ongoing on each alternative. The timeline is at least 2023.

Palouse Basin Aquifer Committee Annual Meeting - Sullivan said there was a presentation from the National Weather Service regarding climate change and how it effects water.

Sustainable Environment Commission - Sullivan reported they discussed pesticides in the park.

Council Members reported on events they attended.

Mayor

Mayor Lambert said he attended the Palouse Basing Water Summit, Mayor's Arts Awards, Morgan Orchard Park opening. He held a Mayor's Youth Advisory Committee. He also attended an Airport Board meeting where they are getting closer on the runway as the rock is complete and will be rolled out in the Spring. He reminded everyone to vote.

Staff

Riedner reminded the Council of the City/County/University/School District meeting was moved to the following week. The business list and resident list were both purchased for the downtown business survey. It should be mailed out the following week with responses back in December.

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

Taruscio moved and Sullivan seconded to adjourn to Executive Session. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

The meeting closed at 8:17 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Minutes Acceptance: Minutes of Nov 5, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
November 5, 2018**

Present: Mayor Lambert, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Gina Taruscio, Anne Zabala

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

The executive session was called to order at 8:20 p.m.

1st Item discussed pursuant to I.C. 74-206(1)(c) 8:20 p.m. - 8:24 p.m.

2nd Item discussed pursuant to I.C. 74-206(1)(c) 8:24 p.m. - 8:37 p.m.

3rd Item discussed pursuant to I.C. 74-206(1)(f) 8:37 p.m. - 8:45 p.m.

4th Item discussed pursuant to I.C. 74-206(1)(f) 8:45 p.m. - 8:49 p.m.

The executive session was adjourned at 8:49 p.m.

Minutes Acceptance: Minutes of Nov 5, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/19/2018**Title:** Disbursement Report for October 2018**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Accounts Payable Report for the month ending October 31, 2018. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$3,145,034.78. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

Payroll	\$994,266.00
FY18 Professional Services	36,267.00
FY18 Sanitation	270,174.00
FY18 Capital Outlay-Improvements	271,265.00
FY18 Capital Outlay-Equipment	72,008.00
FY18 Capital Outlay	579,555.00
FY19 Professional Services	174,604.00
FY19 Capital Outlay-Improvements	22,678.00
FY19 Capital Outlay	11,905.00
Supplies	119,952.00
Utilities	67,626.00
Contractual Payments	166,371.00
Equipment	9,164.00
ACH Wells Fargo	54,890.00
<u>Insurance</u>	<u>128,418.00</u>
Total	\$2,979,143.00

STAFF RECOMMENDATION: Approve report.**ACTION:** Approve the Disbursements Report for the month of October 2018.

Necessary Resources/Impacts

\$3,145,034.78

Attachments

Disbursement Report FY19
 Cash & Investments Balances 10_31_2018
 Revenue 2019

DISBURSEMENTS REPORT FOR OCTOBER 2018													
DATE	FUND NAME	ACCOUNTS PAYABLE FY 2018 10/4/2018	ACCOUNTS PAYABLE 10/11/2018	ACCOUNTS PAYABLE FY 2018 10/11/2018	ACCOUNTS PAYABLE 10/18/2018	ACCOUNTS PAYABLE FY 2018 10/18/2018	ACCOUNTS PAYABLE FY 2018 10/18/2018	ACCOUNTS PAYABLE 10/26/2018	ACCOUNTS PAYABLE ACH 10/15/2018 10/26/2018	VOID CHECKS 10/23/2018	PAYROLL 10/12/2018	PAYROLL 10/26/2018	GRAND TOTALS
BATCH #		00007.09.2018	00002.10.2018	00010.09.2018	00005.10.2018	00012.09.2019	00014.09.2018	00006.10.2018	00004.10.2018-FY19 00013.09.2018-FY18 00007.10.2018-FY19	00003.10.2018	00100.10.2018	00101.10.2018	
CHECK #'s		88960-89070	89139-89186	89071-89138	89241-89289	89187-89239	89240	89290-89335	Sept/Oct CC Ach's	89054	20807-20816	20817-20827	
Fund #													
101	GENERAL	19,183.75	164,779.69	26,570.31	70,158.29	9,067.68		4,595.61	20,502.95		290,911.69	304,004.47	909,774.44
105	STREETS	41,517.90	22,589.16	31,772.12	11,054.96	588.65		90.17	653.07		22,218.82	22,569.26	153,054.11
120	RECREATION AND CULTURE	16,536.43	3,037.60	25,545.60	18,308.74	18,796.85		1,133.29	14,313.87		52,745.91	51,418.01	201,836.30
121	MSD COMM. PLAY FIELDS	255.00		7,959.56	377.72	1,175.28					1,561.58	1,615.22	12,944.36
123	1912 CENTER		7,916.67		1,160.37								9,077.04
125	ARTS												0.00
128	TRANSIT CENTER	6,871.54		66.02	2,276.89	3,379.85			87.00				12,681.30
220	WATER	16,493.24	58,531.32	22,700.69	31,869.20	40,619.92		1,054.19	2,983.40		45,197.43	42,923.08	262,372.47
230	SEWER	6,080.87	479.50	37,603.39	26,394.75	13,720.63		313.55	3,042.36		45,472.70	46,334.50	179,442.25
240	SANITATION	79,148.53		174,510.83	781.30				23.19		3,757.26	5,232.46	263,453.57
290	FLEET	3,768.89	145.17	17,507.85	22,350.05	9,264.73		874.16	501.28	(54.88)	12,019.24	12,230.15	78,606.64
295	INFORMATION SYSTEMS	16,172.48	38,126.43	2,497.91	3,265.08	480.21		43,496.20	12,048.81		16,823.04	17,231.65	150,141.81
320	WATER CAPITAL PROJECTS	29,882.45		69,667.45									99,549.90
330	SEWER CAPITAL PROJECTS							1,065.13					1,065.13
340	SANITATION CAPITAL PROJ			11,092.10									11,092.10
350	CAPITAL PROJECTS	154,801.29	1,500.00	430,803.91	20,276.00	179,415.06	778.25	11,905.00	733.85				800,213.36
355	LID CONSTRUCTION												0.00
380	HAMILTON - PARKS & REC												0.00
590	BONDS & INTEREST												0.00
	TOTAL	390,712.37	297,105.54	858,297.74	208,273.35	276,508.86	778.25	64,527.30	54,889.78	(54.88)	490,707.67	503,558.80	3,145,304.78

WIRE Transfers:

_____ Kathryn Bonzo, Chair

_____ Brandy Sullivan

_____ Jim Boland

_____ Sarah L. Banks, Finance Director

City of Moscow Cash and Investments Balances as of 10/31/2018				
Fund	Year to Date Balance		PY Balance	Difference
General Fund	\$ 4,906,654.11	\$	4,417,617.75	\$ 489,036.36
Street Fund	\$ 1,604,145.64	\$	1,564,541.01	\$ 39,604.63
Culture & Recreation	\$ 1,298,961.07	\$	1,263,203.23	\$ 35,757.84
MSDCPF	\$ 131,492.99	\$	124,384.69	\$ 7,108.30
1912 Fund	\$ 69,934.83	\$	76,329.40	\$ (6,394.57)
Art Fund	\$ -	\$	(4,497.67)	\$ 4,497.67
Transit Center	\$ 53,005.79	\$	42,811.01	\$ 10,194.78
Water Fund	\$ 3,042,532.39	\$	2,509,532.72	\$ 532,999.67
Sewer/WWTP	\$ 4,835,808.50	\$	4,819,903.81	\$ 15,904.69
Sanitation Fund	\$ 2,407,395.88	\$	2,038,129.28	\$ 369,266.60
Fleet Fund	\$ 3,254,531.49	\$	2,943,411.87	\$ 311,119.62
Information Systems	\$ 1,912,250.09	\$	1,778,146.63	\$ 134,103.46
Water Capital	\$ 6,264,292.47	\$	5,805,790.14	\$ 458,502.33
Sewer Capital	\$ 7,791,243.33	\$	5,725,606.97	\$ 2,065,636.36
Capital Projects	\$ 3,891,496.83	\$	3,714,400.49	\$ 177,096.34
Sanitation Capital	\$ 4,930,448.07	\$	4,340,600.07	\$ 589,848.00
LID construction	\$ 178,364.86	\$	178,312.83	\$ 52.03
Hamilton	\$ 2,561,395.73	\$	2,764,779.91	\$ (203,384.18)
Bond & Interest	\$ 12,500.96	\$	73,289.86	\$ (60,788.90)
LID Funds	\$ 22,808.09	\$	39,199.17	\$ (16,391.08)
Payroll Service	\$ 554,151.02	\$	548,220.69	\$ 5,930.33
Total Cash & Investments	\$ 49,723,414.14	\$	44,763,713.86	\$ 4,959,700.28

Attachment: Cash & Investments Balances 10_31_2018 (1835 : Disbursement Report for October 2018)

RECEIPTS REPORT FOR OCTOBER 2018

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	0.00	19,488.00	54,623.40	0.00	188,045.37	18,066.01	72.36	2,219.10	0.00	155.00	282,669.24
105	STREETS	0.00	0.00	0.00	0.00	26,215.09	0.00	0.00	150.00	0.00	0.00	26,365.09
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	14,714.82	0.00	0.00	0.00	0.00	0.00	14,714.82
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,305.75	0.00	0.00	0.00	0.00	0.00	0.00	5,305.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	19,622.42	0.00	0.00	0.00	0.00	55.33	19,677.75
220	WATER	0.00	0.00	0.00	0.00	490,181.21	0.00	1.43	507.58	0.00	0.00	490,690.22
230	SEWER	0.00	0.00	0.00	0.00	871,430.29	0.00	0.00	0.00	0.00	0.00	871,430.29
240	SANITATION	0.00	0.00	0.00	0.00	401,242.71	0.00	0.00	0.00	0.00	0.00	401,242.71
290	FLEET	0.00	0.00	0.00	0.00	76,052.61	0.00	0.00	2,500.00	0.00	0.00	78,552.61
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	102,851.67	0.00	0.00	2.34	0.00	0.00	102,854.01
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	33,500.00	2.51	33,802.51
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		0.00	19,488.00	54,623.40	5,305.75	2,190,356.19	18,066.01	73.79	5,679.02	33,500.00	212.84	2,327,305.00

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/19/2018**Title:** Lot Division at 1045 Alturas Drive**Responsible Staff:** Leah Carlson

Information

DESCRIPTION: Stacy Smisek is requesting a lot division for a 5,644 square foot parcel of land located at 1045 Alturas Drive in the City of Moscow. The owner proposed to establish two parcels of approximately 2,730 square feet and 2,912 square feet from the original parcel. The subject property is located within the Multiple Family Residential District (R-4) where the minimum lot size for twinhome dwellings is 2,250 square feet and the minimum lot width is 25'. The two proposed lots meet both minimum lot size and lot width requirements. Property owners within 600 feet of the property have been notified of the proposed division and the site was posted seven (7) days prior to the public meeting date. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

STAFF RECOMMENDATION: Approve the lot division request with no conditions.

ACTION: Approve the lot division request with no conditions.

Necessary Resources/Impacts

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

Attachments

Application Letter
Existing Parcel Site Plan
Proposed Lot Descriptions
Proposed Site Plan

OCT 24 2018

City of Moscow

City of Moscow
221 E 2nd St
PO Box 9203
Moscow ID 83843

Attention: Moscow City Counsel and Bill Lambert

Regarding: Proposed Lot Division at 1045 Alturas Dr

Dear Bill:

RMR Construction LLC. , a local builder and owner of a lot located within the city limits of Moscow, ID. is proposing a lot spilt. This particular lot is inclusive of all utilities and was part of the Thompson development which was labeled as lot two, block five of Indian Hills 6th Addition, and a current address of 1045 Alturas Dr.. RMR Construction LLC. proposes a lot division to establish two individual parcels of approximately 2730 and 2912 sq. ft. from one parcel of 5644 more or less.

Parcel one will be the East half of lot two: see attached survey by RIM Rock Constulting
1047 Alturas Dr (proposed address)

Parcel two will be the west half of lot two: see attached survey by RIM Rock Consulting
1045 Alturas Dr (proposed address)

Attached are the building site plans for the proposed twins home which show property line, adjacent street, curbs, driveways, parking areas, and site drainage. The proposed twin homes will follow the declaration of covenants, conditions and restrictions or Indian Hills VI addition.

If there are any further questions or additional information required please feel free to contact me Stacy Smisek, Member of RMR Construction LLC. at 208-882-0775

Sincerely,

 10/24/2018
Stacy Smisek, Member

RMR Construcion LLC
PO Box 10001
Moscow ID 83843
208-882-0775

Attachment: Application Letter (1832 : Lot Division at 1045 Alturas Drive)

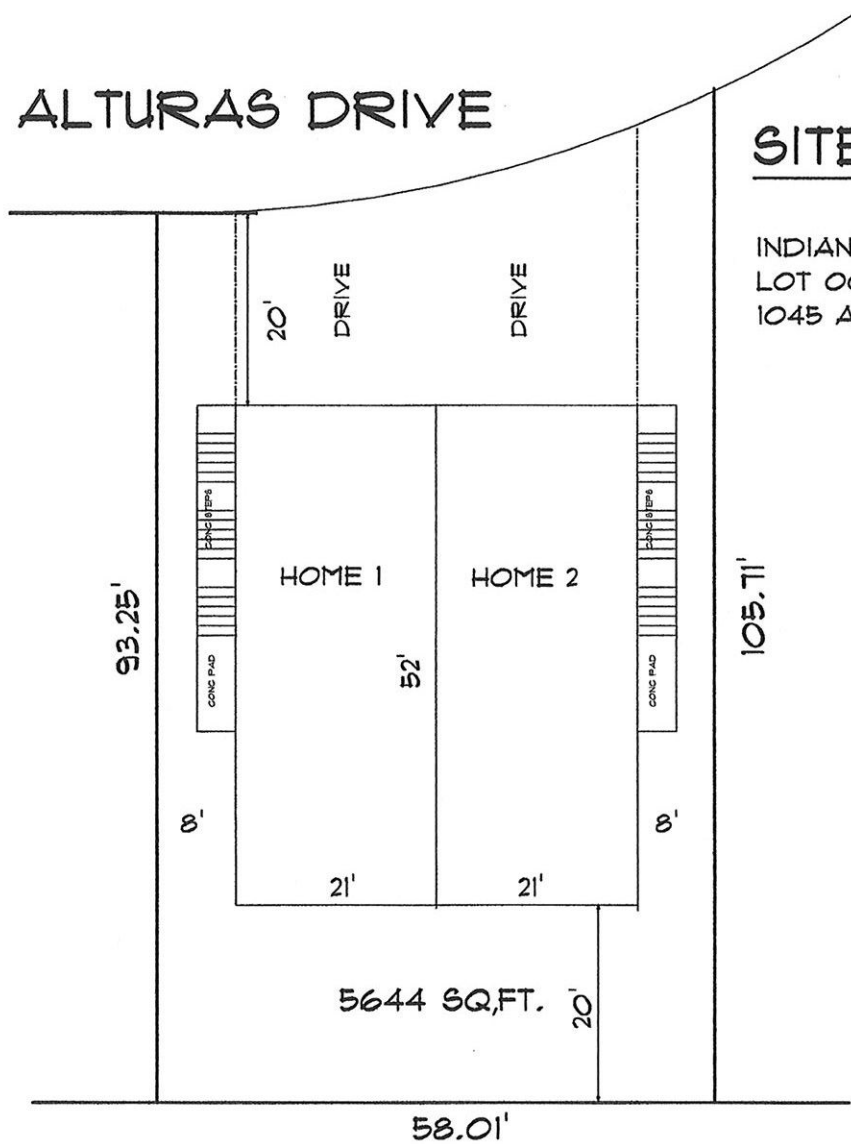


SCALE: 1" = 20'

ALTURAS DRIVE

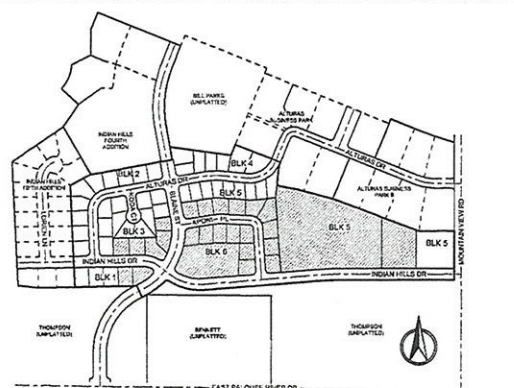
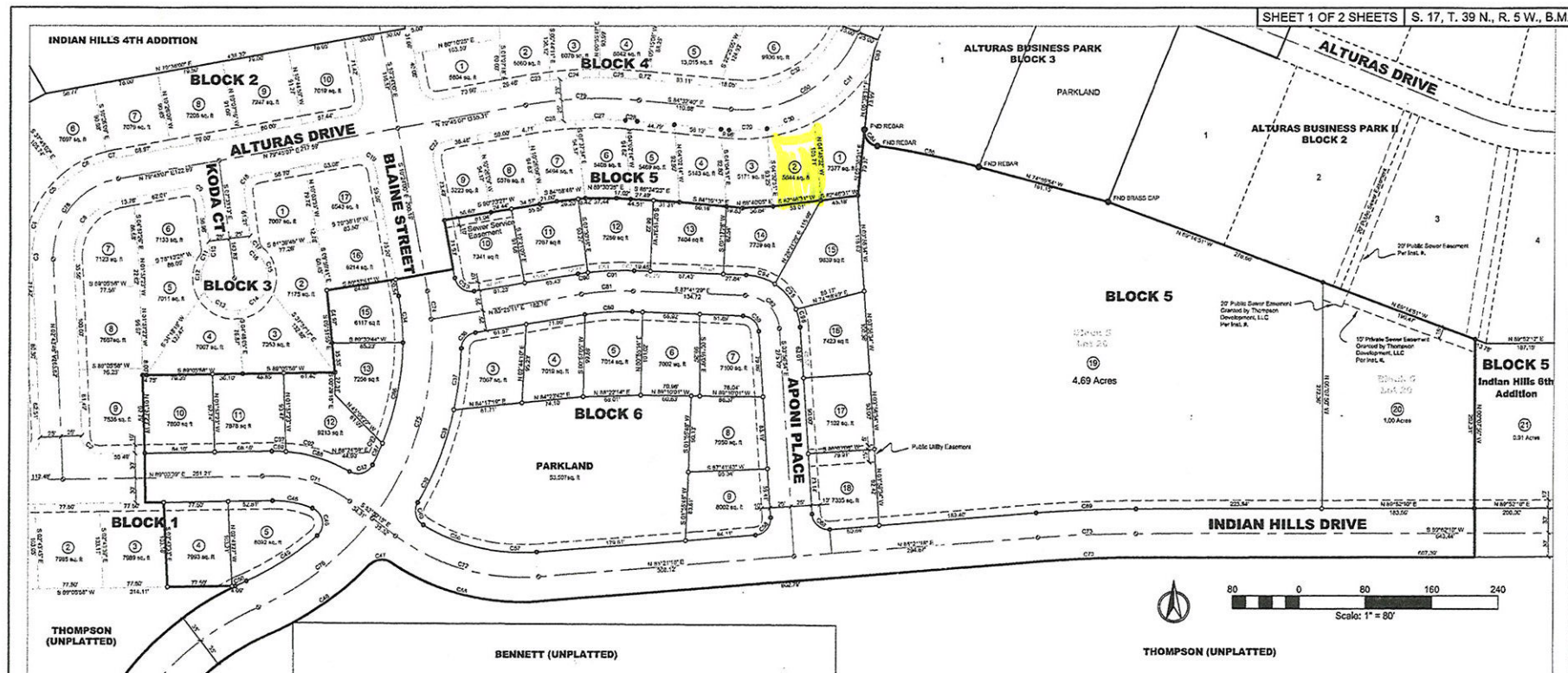
SITE PLAN

INDIAN HILLS 6TH ADDITION
 LOT 0020
 1045 ALTURAS DR. MOSCOW ID



DE ANN ISENBERG
 DRAFTING & DESIGN
 253-961-2880
 disenbergdesign@aol.com

Attachment: Existing Parcel Site Plan (1832 : Lot Division at 1045 Alturas Drive)

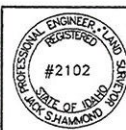


VICINITY MAP
(INDIAN HILLS 6TH ADDITION)
NTS

Phase II/III

LEGEND

- Re-Plat Boundary
- Indian Hills 6th Addition Lot Line
- Re-Plat Lot Line
- Public Utility and Pedestrian Easement (unless otherwise noted)
- Found 1/2" Rebar w/ Yellow Plastic Cap Stamped HEDCO, Inc. PE/PLS 2102
- Found 1/2" Rebar
- Found 1/2" Rebar w/ Yellow Plastic Cap Stamped HEDCO, Inc. PE/PLS 2102 (Replaced w/ 5/8" Rebar w/ Yellow Plastic Cap Stamped HEDCO, Inc. PE/PLS 2102 (Will be set within one year after the date this plat is recorded)
- Set 5/8" Rebar w/ Yellow Plastic Cap Stamped HEDCO, Inc. PE/PLS 2102
- Calculated Point (nothing found or set)
- Found 1.5" Alum Cap Stamped HEDCO, Inc. PE/PLS 2102
- Record Information Per Original Indian Hills 6th Plat



HAMMOND ENGINEERING & DEVELOPMENT CO.
528 BRYDEN AVENUE LEWISTON, IDAHO 83501
(208) 798-5422

**INDIAN HILLS 6th ADDITION
PHASE II/III**
THOMPSON ET AL, INC.;
THOMPSON DEVELOPMENT, L.L.C. - OWNER
CITY OF MOSCOW
LATAH COUNTY, IDAHO

SCALE	AS SHOWN
DRAWN BY	CHECKED BY
MEE	JSH
DATE	JOB #
10-13-14	1311
SHEET	1 OF 1
DRAWING #	1311-MAP2

Attachment: Existing Parcel Site Plan (1832 : Lot Division at 1045 Alturas Drive)

This map/plat may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. The company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

INDIAN HILLS 6TH ADDITION



Attachment: Existing Parcel Site Plan (1832 : Lot Division at 1045 Alturas Drive)



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

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

PROPERTY DESCRIPTION FOR RMR CONSTRUCTION WEST HALF OF LOT 2

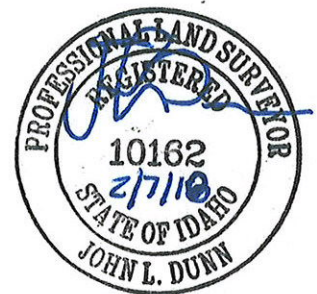
A parcel of land located in Lot 2 of Block 5 of Indian Hills 6th Addition to the City of Moscow located in Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the northwest corner of Lot 2;
Thence along the west line thereof, S 04°32'51" E, 93.24 feet to the southwest corner thereof;
Thence along the south line thereof, N 82°46'31" E, 28.94 feet;
Thence N 04°36'38" W, 96.81 feet to the north line of Lot 2;
Thence along said north line through a non-tangent curve to the right having an arc length of 29.25 feet, a radius of 175.00 feet, the long chord of which bears S 75°45'32" W, 29.21 feet to the POINT OF BEGINNING.

Containing 2730 square feet (0.06 acres), more or less.

This description was prepared by John L. Dunn on February 6, 2018

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



Attachment: Proposed Lot Descriptions (1832 : Lot Division at 1045 Alturas Drive)



Rim Rock Consulting, Inc.

PROFESSIONAL LAND SURVEYORS
GIS & MAPPING SERVICES

JOHN L. DUNN, PLS / ID, WA / CFDS
DUANE E. PRIEST, PLS / ID
MICHAEL E. DAHILN, PLS / ID, WA

PROPERTY DESCRIPTION FOR RMR CONSTRUCTION EAST HALF OF LOT 2

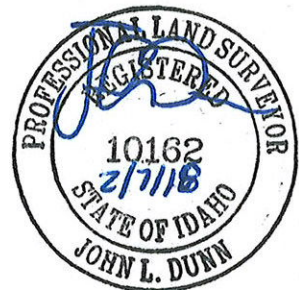
A parcel of land located in Lot 2 of Block 5 of Indian Hills 6th Addition to the City of Moscow located in Section 17, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho, described as follows:

BEGINNING at the northeast corner of Lot 2;
Thence along the east line thereof, S 04°46'32" E, 105.61 feet to the southeast corner thereof;
Thence along the south line thereof, S 82°46'31" W, 29.07 feet;
Thence N 04°36'38" W, 96.81 feet to a point on the north line of Lot 2;
Thence along said north line through a non-tangent curve to the left with an arc length of 30.51 feet, with a radius of 175.00 feet, the long chord of which bears N 65°58'34" E, 30.47 feet to the POINT OF BEGINNING.

Containing 2912 square feet (0.07 acres), more or less.

This description was prepared by John L. Dunn on January 31, 2018

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



Attachment: Proposed Lot Descriptions (1832 : Lot Division at 1045 Alturas Drive)

T 39 N, R 5 W, S 17

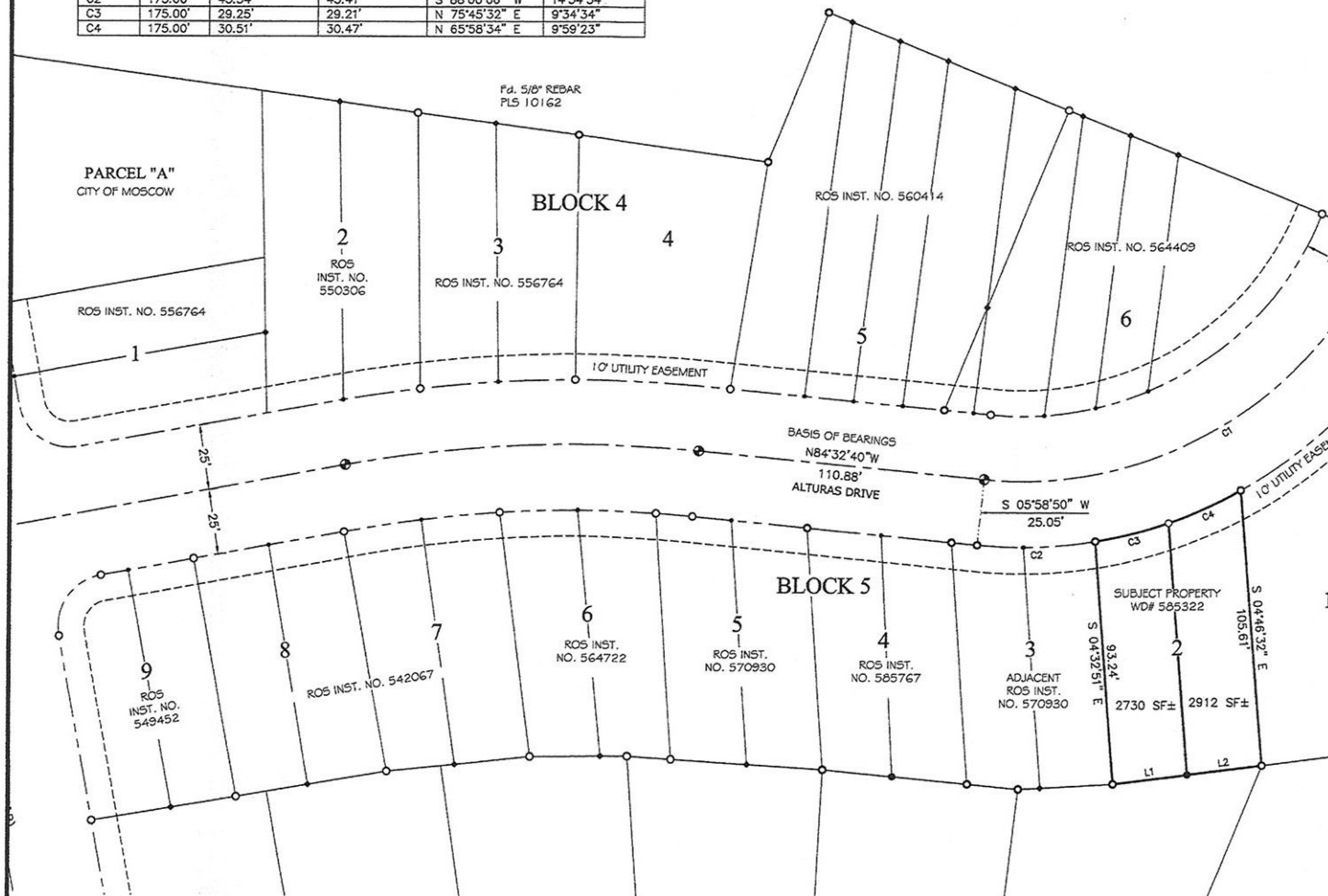
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 82°46'31" E	28.94'
L2	N 82°46'31" E	29.07'

CURVE TABLE

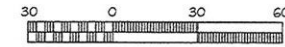
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	150.00'	192.19'	179.31'	S 68°45'06" W	73°24'34"
C2	175.00'	45.54'	45.41'	S 88°00'06" W	14°54'34"
C3	175.00'	29.25'	29.21'	N 75°45'32" E	9°34'34"
C4	175.00'	30.51'	30.47'	N 65°58'34" E	9°59'23"

BILL PARKS (UNPLATTED)
INSTRUMENT NO. 398643
INST. NO. 405719
REFERENCE NO. 5076



RECORD OF SURVEY

A Division of Lot 2 of Block 5
Partial Re-Plat of Blocks 3 & 5 of Indian Hills
6th Addition to the City of Moscow
Section 17, T39N, R5W, Boise Meridian
Latah County, Idaho



ORIGINAL SCALE: 1" = 30 FEET
CADD FILE: RMR Construction - Lot 2, Bk 5 ROS.dwg

LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 10162
- Set Copper Plug in Concrete - LS 10162
- Found Copper Plug PLS 10162
- Found 5/8" Rebar PLS 10162
- Found Property Corner Per Indian Hills 6th Addition Final Plat
- Found Centerline Monument Per Indian Hills 6th Addition, Inst. No. 522797
- Subject Property Boundary Line
- Lot Line
- City Street Centerline
- City Street Right of Way Line
- Utility Easement Line

BASIS OF BEARINGS

The Basis of Bearings for this survey is shown between the found centerline monuments in Alturas Drive per Indian Hills 6th Addition, said bearing being N 84°32'40" W.

SURVEY REFERENCES

1. Warranty Deed, Instrument Number 585322
2. Indian Hills 6th Addition, Inst. No. 522797
3. Partial Replat of Blocks 345, Indian Hills 6th Addition, Inst. No. 562807
4. ROS Inst. No. 542067, 2011, PLS 10162
5. ROS Inst. No. 549452, 2011, PLS 10162
6. ROS Inst. No. 550306, 2012, PLS 10162
7. ROS Inst. No. 556764, 2013, PLS 10162
8. ROS Inst. No. 560414, 2013, PLS 10162
9. ROS Inst. No. 564409, 2014, PLS 10162
10. ROS Inst. No. 564722, 2014, PLS 10162
11. Adjacent ROS Inst. No. 570930, 2015, PLS 10162
12. ROS Inst. No. 585767, 2017, PLS 10162

SURVEYOR NOTES

1. The purpose of this survey is to divide Lot 2, Block 5 in accordance with the City of Moscow Ordinance No. 2010-24 relating to Twin Home and Town House dwellings.
2. Legal descriptions of Lot 4, Block 5 have been provided in separate documents.

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act and at the request of RMR Construction in February 2018.



John L. Dunn - Idaho Professional Land Surveyor

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF Rim Rock
AT 5:34 THIS 8 DAY OF FEB 2018
RECORDER Shirley K. Westberg
DEPUTY SS w/ rec'd

590529



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

100 West 3rd Street #100 Moscow, Idaho 83843 208-883-5399 rimrock@rimrockconsulting.net

SHEET
1
OF
1

DATE	STATE	COUNTY	PROJECT	DRAWN BY
FEBRUARY 2018	ID	LATAH	INDIAN HILLS LOT 2, BLOCK 5	DPJ

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/19/2018**Title:** Request Name Change of East Gate Park to Triangle Park**Responsible Staff:** Dwight Curtis

Information

DESCRIPTION: In August of this year, staff received a letter from 9 year old resident Ginny Saunders requesting the name of East Gate Park be changed to Triangle Park (letter dated 7/20/18 attached). The primary reason given was that “Triangle Park” is how the park has been referred to for so long, most people do not even realize the park is actually named East Gate Park. By changing the name, it will eliminate the confusion.

This park is located at the corners of Park Drive and Kamiaken Street.

East Gate Park was never officially named. The property was designated as park property during the platting process and since the surrounding subdivision name is East Gate Subdivision, the park property assumed the same name. The development of the park was completed in 1976. Due to the shape of the property, it was naturally referred to as Triangle Park.

The Parks and Recreation Commission heard the request at their August Commission meeting and recommended the name change. The City's naming policy requires a 60 day public input/feedback period and a recommendation from the Parks and Recreation Commission to the City Council for consideration. Staff received 86 responses from the public, including 83 in favor of the change, 2 ambivalent, and 1 preferring a restroom facility instead of a name change. The responses are attached.

The public responses were reviewed by the Parks and Recreation Commission at their October 25, 2018 meeting and recommend that the City Council approve the name change from East Gate Park to Triangle Park.

The park sign/installation cost is approximately \$2,000 and will be included in the FY2020 budget proposal.

This was reviewed and recommended for approval by the Administrative Committee on November 13, 2018.

STAFF RECOMMENDATION: Approve the name change of East Gate Park to Triangle Park.

ACTION: Approve the name change of East Gate Park to Triangle Park.

Necessary Resources/Impacts

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

Attachments

Request to rename East Gate Park 7-20-18

Name Change - Public Responses 10-18

July 20, 2018

City of Moscow:

Hi, my name is Ginny. I am 9 years old and I live on Kamiaken street. I live across the street from East Gate Park. Well, you probably don't know what park that is because everyone calls it the Triangle Park. When I tell people where I live I say East Gate park because that is the parks real name. They always respond with huh? Or What? Then I say Triangle park. Now they know what I'm talking about. Even in magazines like, Latah Realty's PARADE of HOMES it say the Triangle Park! How could we change the name to Triangle Park on the sign?

Thank you,

Ginny Saunders

Ginny Saunders

Attachment: Request to rename East Gate Park 7-20-18 (1833 : Request Name Change of East Gate Park to Triangle Park)

East Gate/Triangle Park Responses

From: Frank Karp

"I have lived near Triangle Park for many years. The park is highly UNDER-UTILIZED. To make it more welcoming, SHADE TREES must be planted and maintained! This is far more important than an official name change."

"I am writing to express my support for changing the name of East Gate Park to "Triangle Park". I was so impressed with the young lady who requested this name change and pleased that your department is responding to her.

As a resident in the area, I must admit that I have never referred to the park as anything but the Triangle Park, and neither have my children or grandchildren. It is a wonderful parcel of land that is used on a regular basis for a variety of activities, as well as adding much charm and calmness to the surrounding neighborhoods.

I appreciate you taking the time to ask for input from the home owners in the surrounding area. All of Moscow's parks are a testament to quality tht the city desires for our community. Thank you.

Sincerely,

Eldene Gatlin

"Yes, should be Triangle Park as named years ago. My house on 812 Park Drive was built in 1962 and the Park (Triangle) was named around then. In fact, park land was purchased and gave to the city by owners around the park, I think. 4x around the park is 1 mile. For years people have come to walk because of safe road and park, as well as, they could know how far they walked each day. I would walk around 4x and be glad I walked a mile that day. Hopefully it will remain "Triangle Park".

Phyllis Veien

From: Sandy Otto

Yes, please make it official. We all call it Triangle Park, no need for any other name. You are also correct in that we didn't know the actual name was East Gate Park. Thank you!

Steve and Sandy Otto

From: "Michel, Elinor

We support the name change. Known that way for many years.

Elinor Michel and Walter Hesford

"Dear Moscow Parks and Rec, We have two votes for changing the name of East Gate Park to Triangle Park"

Diane and John Sullivan

Don't get rid of the sign or the name, just add Triangle to the bottom of the current sign – don't waste money on a new sign.

-Walk-in patron

From: Steve Robischon

Dwight,

I received the letter soliciting comment on the rename of East Gate Park. I have no problem with renaming the park, but I might suggest a different new name:

"Overwater Park"

I have walked around the park hundreds of times in the past several years, and as soon as the sprinklers come on in the late spring, the northernmost end of the park, both on the east and west sides, is way over-watered. This is obvious from the mud and ruts in the grass produced by the mower, as well as the small "lake" that appears early in the morning against the west side curb. It has been a problem for a long time, and I'm continually surprised that nobody does anything to fix it. It's not only a big waste of water, but also is bad for the grass, the mower, and the street/curb.

Regards,

Steve Robischon

From: Judy Colbeck

We prefer Triangle Park.

Thank you.

Judy Colbeck

From: "Seever, Victoria

Two "east" parks isn't so good. This park is a Triangle & known by it, so go ahead & change the name to Triangle Park. Thanks!

From: Jeff Lande

Why don't you just rename the town..

Hi there,

I'm in complete agreement with the motion to change the name of East Gate Park to Triangle Park. I live a few blocks from there, and everybody I know call it the Triangle Park already.

Thanks for listening,

Rajal Cohen

From: Kathleen Hardcastle

Triangle Park sounds good to me.

K Hardcastle

From: Nancy Chaney

City of Moscow

Attention: Dwight Curtis, Director

Parks & Rec Dept

RE: 60 Day Comment Period for Renaming of East Gate Park to Triangle Park

This is to voice my support for the proposal to change the name of (the unofficially-named) East Gate Park to Triangle Park.

- 1) The name would be descriptive of its shape,
- 2) consistent with what locals have called it for years,
- 3) less likely to be confused with East City Park,
- 4) better-suited to a site that (subsequent to newer development further to the east) is no longer representative of its location, and
- 5) ought not be as controversial as trying to name it after a person (most of whom come with some social baggage attached).

Thanks to whomever came up with this proposal, and to the Parks and Rec Commissioners for developing this recommendation.

Sincerely,

Nancy Chaney

From: deirdre fahy

love the idea of calling it Triangle Park. that is what we always called it. Will there be any opportunity to sponsor a tree?

Deirdre Fahy

Sounds good to me

Rick Beebe as to triangle park

From: Casandra Holcomb

We live by this park and only ever knew it as Triangle Park! Great idea to change the name :)

Thanks,

Casey and Kenny Hawkes

From: Rachel

Mr Curtis,

I received your letter as I live on Blaine, near the park in question. Since moving to Moscow, four years ago, I have always heard this park only referred to as Triangle Park. It was especially confusing as a new resident in town, as there was not a park found on the map labeled as such.

East Gate is a confusing name as there is also East City. I fully support changing the park's name to Triangle Park, since that is what all the locals call it anyway. It seems like that would be the best choice and help clarify things.

Thank you

Rachel Moore

From: Terry

As per citizens letter regarding the change of name for "Eastgate Park".

It has and always will be TRIANGLE PARK to this family. We live 2 blocks away and have used it regularly.

Thank you,

tp

From: Nicole Sundquist

Great idea! We've lived in town 11 years and always called it "Triangle Park," but struggled to remember its real name. I support the name change.

-Nicole Sundquist

Happy to see the name change to Triangle Park. Thank you

Jay Feldman

From: Lauryl Handel

Hi! Sounds like everybody knows what they call the park. I'd say put a sign up if it's under \$10!

From: Michael Kyte

Yes, we support the name change! Triangle Park it should be.

Michael Kyte and Marti Ford

From: Joanna Elder

Dear Mr Curtis,

I grew up in Moscow and have always called "east gate park", "triangle park". I am very much in favor of officially changing the name to "triangle park" in order to decrease confusion.

Thank you!
Sincerely,
Joanna Elder

From: Patricia Sanchez k

Hi!

We received your letter in the mail today concerning the change in name of East Gate Park to Triangle Park.

My husband and I are life long residents of Moscow. Triangle Park has always been Triangle Park to us and we never even knew it was being called East Gate Park until recently. Obviously we have not been very observant of the sign 'East Gate Park' on the North end of the park. ☐

We prefer the name Triangle Park. It is fitting and, as mentioned in the letter, most residents already refer to it as Triangle Park.

Our vote is for Triangle Park.

Thank you!

Sincerely,

Dick & Patty Sanchez

From: Elger, Donald

Mr. Curtis.

We support the name change to Triangle Park. Rationale: We have lived here 32 years and have always known this park by the name of Triangle Park. Your letter today was the first time we realized that the park has another name.

Thank you.

Don and Linda Elger

From: Lee-Painter, David

Hello Mr. Curtis,

My wife and I have lived on Nez Perce Street for 24 years - just around the corner from our beloved Triangle Park - a great place for our kids to play as they grew up and now the grands too - we were surprised to see the East Gate Park sign go up - thrilled at the re-naming as Triangle Park.

We're lucky to live here, and are in full, enthusiastic support of the change - which we didn't know was a change!

Best,

David/DLP

From: Mike Lawyer

I've lived in the neighborhood and didn't know it had an official name. We just always called it the triangle park. So, we're happy to keep calling it that and now knowing that it is its official name.

My two cents.

Cheers,

Mike Lawyer

"Triangle Park" or "Eastside Park" is fine with me.

However, For the cost, I can't see spending all that money to change signes, etc. when it's fine the way it is.

Donna Femreite.

I think it would be a big mistake to change the East City Park name. I have lived here all of my life and owned a business here and never heard it called Triangle Park. People from out of town come here annually get together and always told to go to East City Park. I think it would be very confusing.

I whole-heartedly agree with my little neighbor friend, Ginny.

Triangle Park is the words I use when giving someone directions to my home. East Gate and East City Park is sometimes confusing.

I enjoy living by this small park and greatly appreciate the way it is kept up. I support Ginny in her request.

Sincerely,
Oveta Franklin



We will see you Saturday, September 1st for our final weekend of the season!

Liked

Following

Dwight Curtis, Greg Morrison and 4 others

2 Shares

Like

Comment

Share



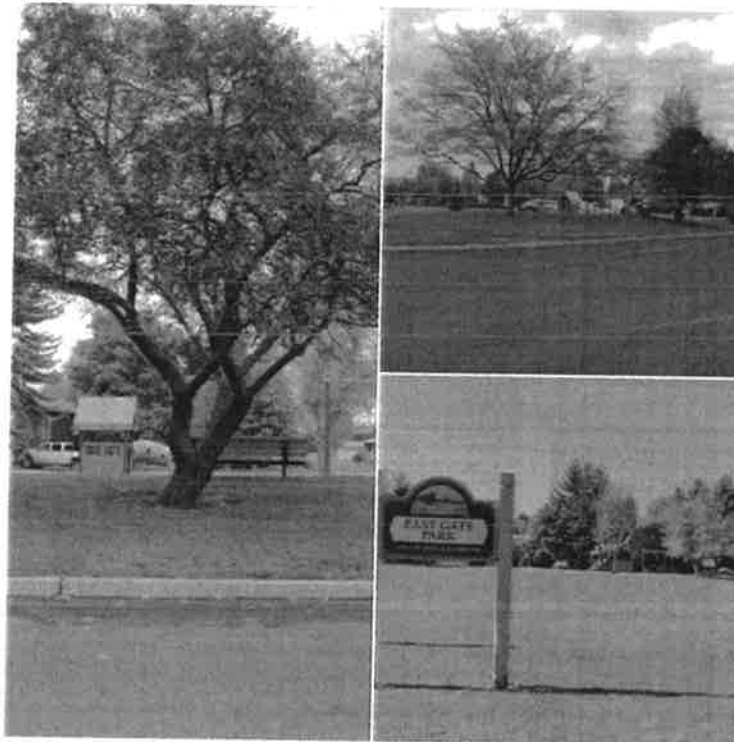
Write a comment...

**City of Moscow**

Published by Kristin Graham · August 24 at 4:39 PM ·

Proposed Park Name Change For East Gate Park - Tell Us What You Think!

The City of Moscow is considering a proposal to change the name of East Gate Park, which is located 1200 Kamiaken Street, to Triangle Park. The proposal was made by a citizen who noted that most people already refer to the park as Triangle Park and are unfamiliar with the park's current name. While the development of East Gate Park was completed in 1976, it was never officially named and has been calle... See More



5,891 people reached

Boost Post

Marc Williams, Dwight Curtis and 68 others

58 Comments · 9 Shares

Like

Comment

Share

New



Write a comment...



Jessie Thill Do it! It has always been Triangle Park to everyone I know.

Like · Reply · Message · 4d



Heather Robertson I looked at the pictures and said, "that's triangle park" then I read the post

100% response rate, 2 hours response time

5,924 follows

See Pages Feed

Posts from Pages you've liked as your Pa

1,532 were here 0 this week

23,151 post reach this week

Community

See

5,745 people like this

5,924 people follow this

About

See



Promote your business locally to lead people directly to 206 E Third Street.

Promote Local Business

206 E Third Street
Moscow, Idaho 83843

Get Directions

(208) 883-7000

Typically replies within a few hours
Send Message

http://www.ci.moscow

Promote Website

City - Government Organization · Police Station

Hours 8:00 AM - 5:00 PM
Open Now

Suggest Edits

Team Members



Sandra Collins

Pages Liked by This Page



Alternatives to Violence of the P...



Safe Routes to School - Moscow...

Chat

Jasper Wallen I just saw the other name last year.

Like · Reply · Message · 23h

Liked

Following



Kyla Kiblen Triangle Park

Like · Reply · Message · 1d



Rose Lynn Clevenger Always will be Triangle Park.

Like · Reply · Message · 1d



Lauren Bissey Crawford Rose Lynn Clevenger I bet the kids could come up with an awesome name!

Like · Reply · Message · 3d



Jessica Ashland Burns Born and raised here and I've never heard of East Gate Park. I know right where Triangle Park is though

Like · Reply · Message · 3d



Lori Broenneke My family has always called it Triangle Park. How about a **garbage** can by the **poopy bags**? There is only **one garbage** can and it's **right** by the **playground equipment** and **water fountain**.

Like · Reply · Message · 3d



Mary Ellen Martin Triangle park. I lived a block away, and it was always Triangle Park.

Like · Reply · Message · 3d



Dayz Sy "Tri-side park", sounds good for 3 different street connections.

Like · Reply · Message · 4d



Judy Buessing I've always thought this park was called East 3rd Street Park and it's always resembled a rectangular shape.

Like · Reply · Message · 4d



Karri Fedale Wrong park -you're referring to East City Park.

Like · Reply · Message · 4d



Judy Buessing Karri Fedale Thank you for the clarification! The name sounds very similar to East City Park....I thought this was the same park. Appreciate the correction!

Like · Reply · Message · 4d



Write a reply...



Jillian Feigenhauer I have lived in Moscow for 6 years and I've never heard of either name for the park!

Like · Reply · Message · 4d



Tonya Adamson Think all parks should have stable restroom and bench sit on and picnic tables too.

Like at new park Indian hills too.

Like · Reply · Message · 4d



Tonya Adamson Triangle park

Like · Reply · Message · 4d



Erin Jepsen We always called it Triangle Park too. And at least a drinking fountain?

Like · Reply · Message · 4d



Monica Alderete Wright They have a drinking fountain now!

Like · Reply · Message · 4d Edited

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Facebook © 2018

Chat

Attachment: Name Change - Public Responses 10-18 (1833 : Request Name Change of East Gate Park to Triangle Park)



special one for filling water bottles! 🍷🍷🍷

Like · Reply · Message · 4d

Liked

Following

Like · Reply · Message · 4d



Monica Alderete Wright Erin Jepsen we were just there a month ago. We ~~hadn't been~~ there for years.

Like · Reply · Message · 4d



Write a reply...



Stella Caesar Calza We've always called it Triangle Park. It named itself with its shape.

Like · Reply · Message · 4d



Carrie Barker We **are changing** the name of Triangle Park to Triangle Park? What **is East Gate** Park?

Like · Reply · Message · 4d

14



Sarah Martonick My thoughts exactly.

Like · Reply · Message · 4d



Amy Kay Hill 👍👍yup

Like · Reply · Message · 4d



Write a reply...



Amy Kay Hill 🤔 triangle park! That's what everyone calls it anyway.

Like · Reply · Message · 4d



Frances Preston Sounds like Triangle Park needs a toilet!

Like · Reply · Message · 4d



Linda Keeler Parky McParkface

29

Like · Reply · Message · 4d



Erin Jepsen Win.

Like · Reply · Message · 4d



Ryan Rounds I came here with a name but you changed my mind.

Like · Reply · Message · 4d



Write a reply...



Johnna Walden We call it triangle park as well! That's funny, seeing so many people we don't know refer to it by the same nickname. I get why, just noting the oddity.

Like · Reply · Message · 4d

1



Sami Heath Rose Lynn Clevenger

Like · Reply · Message · 4d



Sami Heath Omg right we all call it triangle

Like · Reply · Message · 4d



Kenny Hawkes Jr I **live** around the **corner and me** and my family call it the **triangle park** also so I'm okay **with the name** change.

Like · Reply · Message · 4d

Chat



recalled seeing a sign with East gate park. I had no idea what park was being talked about until I read further.

Liked Following

several years ago, we just automatically called it "the Triangle Park"! I think it is very descriptive and charming! But a very basic restroom would be GREAT!

Like · Reply · Message · 4d

4

Amber Danielle Triangle park!!!!

Like · Reply · Message · 4d

Anna McGarrah Triangle park!

Like · Reply · Message · 4d

Anna McGarrah Triangle park!

Like · Reply · Message · 4d

Danny Roberts I've been picking up garbage here forever and didn't know the name either lol...

Like · Reply · Message · 4d

Karen McCloskey Corgatelli Yep, we call it Triangle Park!

Like · Reply · Message · 4d

Bret Jeffery Show Rob Spear The Gate Park

Like · Reply · Message · 4d

1

Brittany Wnek Its triangle park at our house!

Like · Reply · Message · 4d

Danette Swam Triangle Park

Like · Reply · Message · 4d

1

Helen Shores Yep that's what we have always called it!

Like · Reply · Message · 4d

Write a reply...

Heather Niccoli Triangle Park! This is like trying to change the name of Coca-Cola. LOL.

Like · Reply · Message · 4d

4

Janice McMillan Our family has lived near this park since 1981 and all of us still refer to it as Triangle Park. We were surprised to see it named Eastgate when they put up the sign. Triangle would be great!

Like · Reply · Message · 4d

Denisse Nassutt Lol I seriously thought I was the only one who called it Triangle park.

Like · Reply · Message · 4d

1

Charlynn Havrilla We have always called it Triangle Park.

Like · Reply · Message · 4d

Jeremy Van Houten I have always called it triangle park

Like · Reply · Message · 4d

8

Aimee Martinez It will ALWAYS be triangle park!!

Like · Reply · Message · 4d

1

Amy Lichte Haha right?! I didnt know what park they were talking about until i saw your comment

Like · Reply · Message · 4d

Chat



Write a reply...

Liked

Following

else.

Like · Reply · Message · 4d

4

Sandra Hendren A toilet would be nice. I didn't even know it had a sign let alone a name. Its a small community... surrounding the park. Let the neighbors decide!

Like · Reply · Message · 4d · Edited

1

Write a reply...



BJ Swanson I've always known it as Triangle Park. Didn't know it was East Gate Park until reading this.

Like · Reply · Message · 4d

4

Katherine Opie Me either!

Like · Reply · Message · 4d

Write a reply...



Scarlett Richardson I vote to change it!

Like · Reply · Message · 4d



Lori Stedman We always call it Triangle Park. Really didn't know what the name was.

Like · Reply · Message · 4d



Donna Mitchell Atkinson The park at F Street and Orchard has always been called Watertower Park, but the official name honors the Lyle family. The name East Gate Park has no meaning other than its subdivision location, so it would make sense to change the sign to Triangle Park so everyone knows! Eventually it will show up on Google Maps and GPS systems as Triangle Park.

Like · Reply · Message · 4d

5



Jennifer John Morrison I told my sister and then said triangle park and she knew right away which one I meant lol

Like · Reply · Message · 4d

1



Ali Tong Triangle

Like · Reply · Message · 4d



Paula Nuhn Change it

2

Like · Reply · Message · 4d



Ross Button You love change.

Like · Reply · Message · 4d



Write a reply...



Marcia Alenazi Yes, please change it officially so when we tell people from who aren't from around here where to meet us, they'll be able to find it online!

Like · Reply · Message · 4d · Edited

1



Liz Boyd Yes for a toilet!

4

Like · Reply · Message · 4d



Katie Cohee never knew it by any other name other than Triangle park

Like · Reply · Message · 4d

Chat

Like · Reply · Message · 4d



Deb Tanner Triangle park What we call it

Liked

Following



Carla Dawn Stephens I've always called it the triangle park.

Like · Reply · Message · 4d



EJ Grindley We call it Triangle Park, but would love a toilet rather than a new sign/name 🤔

Like · Reply · Message · 4d · Edited

16



Michelle Mason Triangle

Like · Reply · Message · 4d



Will Whitney Been calling it triangle park since '86.

Like · Reply · Message · 4d

1



Emily Dorigo Ha! I already thought it was named Triangle Park.

Like · Reply · Message · 4d

3



Lexi Perry Brad Wall Corinne Cahill Claire Angela

Like · Reply · Message · 4d

Write a comment...



City of Moscow posted a job.

Published by Keli Jones · August 24 at 3:10 PM ·



ARTS PROGRAM MANAGER

The City of Moscow is seeking candidates for an Arts Program Manager. This is a full-time position offering substantial benefits and a starting salary of \$55,408+...

MOSCOW, IDAHO · FULL-TIME · \$55,408 · YEAR

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Job post is active for 25 more days

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4,173 people reached

[Boost Post](#)

Barbara J. Cunningham, Greg Morrison and 11 others

5 Comments · 23 Shares

Like

Comment

Share



Relevant



Write a comment...



Eric Pie that's an oddly specific salary.

Like · Reply · Message · 3d



Lewanna Elaine Castro Janellie Pruneda something you could do? Idk what it's about but I know it's about art! Lol

[Chat](#)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/19/2018**Title:** Edible Forest Park Professional Services Agreement**Responsible Staff:** David Schott

Information

DESCRIPTION: Staff is requesting authorization to retain Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of \$11,395.

Services include a kick off and scoping meeting, two (2) public workshops, development of two (2) concepts, preparation of preferred alternative, meetings with the Tree Commission and Parks and Recreation Commission, and preparation of an opinion of probable cost.

The vision for Edible Forest Park is a long term, dynamic landscape. This unique space is intended to provide educational opportunities and an example to our community of stewardship of a public food forest. This unique space will create a sense of place and community pride for the City of Moscow for generations to come.

Council approved the 4.09 acre property parkland exchange and dedication agreement between Indian Hills Trading Company, LLC, and the City of Moscow on April 4, 2018, leading to a future specialized edible forest park.

The budgetary line item for the professional service expense will be Parks and Recreation Administration (120-160-30-642-10) in the amount of \$10,000 and Parks and Recreation Parks (120-165-30-642-10) in the amount of \$1,395. If approved, staff anticipates conceptual planning and cost estimating to be completed for inclusion in the FY2020 budget requests.

This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

STAFF RECOMMENDATION: Approve the Professional Services Agreement with Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of \$11,395.

ACTION: Approve the Professional Services Agreement with Bernardo Wills Architects for conceptual planning for the Edible Forest Park at a cost of \$11,395.

Necessary Resources/Impacts

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

Attachments

ProfessionalEngineerServices-BernardoWills;EdibleForest ParkProject(2018)final
Bernardo Wills Proposal Edible Food Forest Park
Bernardo Wills Fee Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR EDIBLE FOREST PARK PROJECT
BETWEEN CITY OF MOSCOW, IDAHO AND
BERNARDO WILLIS ARCHITECTS, P.C.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR EDIBLE FOREST PARK PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND BERNARDO WILLIS ARCHITECTS, P.C. (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 Bernardo Willis Architects, 153 South Jefferson Street, Spokane, Washington, 99201 (hereinafter "ARCHITECT").

W I T N E S S E T H :

WHEREAS, CITY intends to contract with ARCHITECT for completion of architectural services for Edible Forest Park Project (hereinafter "PROJECT"); and

WHEREAS, CITY intends to hire ARCHITECT for conceptual planning services including a scoping meeting, two (2) public workshops, two (2) go-to meetings, development of two (2) alternative concepts, preparation of a preferred alternative, and preparation of an opinion of probable cost 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

ARCHITECT 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 architectural services.

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for PROJECT herein are to be prepared by ARCHITECT through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that ARCHITECT 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 ARCHITECT from exercising the skill, care, and professional judgment exercised by a similarly situated professional organization. CITY acknowledges that ARCHITECT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

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. ARCHITECT shall perform all work necessary to complete PROJECT for an amount not to exceed Eleven Thousand Three Hundred Ninety Five Dollars (\$11,395) as set out in Exhibit "A".
- B. Other Considerations Regarding Fees and Costs.

ARCHITECT 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: ARCHITECT RESPONSIBILITIES

ARCHITECT 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. ARCHITECT shall supply, at ARCHITECT's sole expense, all equipment, tools, materials, and/or supplies, to accomplish the services to be provided herein.

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

SECTION VI: CITY RESPONSIBILITIES

CITY, at no extra charge to ARCHITECT, shall provide site and plot plans, site utilities, and site drawings, if available;

SECTION VII: PROJECT SCHEDULE

ARCHITECT shall achieve final completion of PROJECT on or before February 8, 2019. In the event of unavoidable delays beyond ARCHITECT's control, ARCHITECT, 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 ARCHITECT's knowledge of such delays.

SECTION VIII: INDEPENDENT CONTRACTOR

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

SECTION IX: TERMINATION

- A. Termination of Agreement.

This Agreement may be terminated by ARCHITECT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of ARCHITECT. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to ARCHITECT except as designated by this section. In the event of termination, ARCHITECT 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 ARCHITECT 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. ARCHITECT's Errors and Omissions Insurance.

In performance of professional services, ARCHITECT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the architectural profession; and no other warranty, either expressed or implied, is made in connection with rendering ARCHITECT's services. Should ARCHITECT or any of ARCHITECT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, ARCHITECT 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 ARCHITECT.

B. ARCHITECT's Additional Insurance.

ARCHITECT 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 ARCHITECT 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, ARCHITECT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by ARCHITECT 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 ARCHITECT 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

ARCHITECT 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. ARCHITECT 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, ARCHITECT 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. ARCHITECT 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: LICENSES AND ADHERENCE TO LAW REQUIRED

ARCHITECT represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. ARCHITECT further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and such laws and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these Statutes or Regulations by ARCHITECT shall be deemed material and shall subject ARCHITECT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of ARCHITECT will, in any way, serve to modify the provisions of this requirement. ARCHITECT 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 ARCHITECT, ARCHITECT'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. ARCHITECT shall not discriminate against any employee or applicant for employment. ARCHITECT'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. ARCHITECT 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, VENUE, AND NONWAIVER

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

SECTION XVIII: SPECIAL WARRANTY

ARCHITECT warrants that nothing of monetary value has been given, promised, or implied as remuneration of inducement to enter into this Agreement. ARCHITECT 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 ARCHITECT shall make this Agreement null and void. ARCHITECT further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good and workmanlike manner. ARCHITECT acknowledges that it will be liable for any breach of this warranty.

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: Bernardo Wills Architects, P.C. Dell Hatch, Principal 153 South Jefferson Street Spokane, Washington 99201	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.

SECTION XXI: APPROVAL REQUIRED AND SEVERABILITY

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

SECTION XXII: EXECUTION

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

ARCHITECT

Bernardo Wills Architects, P.C.

CITY

City of Moscow, Idaho

By: _____
Dell Hatch, Principal

By: _____
Bill Lambert, Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Dell Hatch, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Bernardo Wills Architects, P.C.

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

EXHIBIT "A"

City of Moscow - Parks and Recreation

Bernardo-Wills Fee Proposal

Monday 9/24/2018

B W A

B E R N A R D O

A R C H I T E C T

Edible Forest Park	Staff			Totals			
	LA-Mgr	LA-III	LA-I	LA	LA-Mgr	LA-III	LA-I
Conceptual Master Plan Design							
Kick off/Scoping meeting							
Meeting	1.0	1.0	1.0		\$155	\$125	\$125
Site Tour	1.0	1.0	1.0		\$155	\$125	\$125
Data Gather - Prepare Base maps				2.0	\$0	\$0	\$0
(Proj Mgmt - Mtg. dates & locations included)							
Public Meeting/Workshop #1							
Prepare exhibits & maps	1.0	2.0	3.0	2.0	\$155	\$250	\$375
PowerPoint Presentation	1.0	1.5	1.5		\$155	\$188	\$188
Gather public feedback & input		2.0	2.0		\$0	\$250	\$250
Summarize Public Meeting			1.0		\$0	\$0	\$125
Develop (2) Alternative Concepts							
Identify appropriate input for inclusion in concepts	1.0	2.0	3.0	0.0	\$155	\$250	\$375
Develop concepts based on Workshop #1		3.0	3.0	2.0	\$0	\$375	\$375
Tree Commission Meeting							
Tree Commission Meeting (GoTo Mtg)	1.5	1.5		0.0	\$233	\$188	\$0
Implement direction on Public Mtg Concepts	1.0	2.0	3.0		\$155	\$250	\$375
Workshop #2							
PowerPoint Presentation & Boards	2.0	2.0	3.0		\$310	\$250	\$375
Compile written comments and voting			1.5		\$0	\$0	\$188
Prepare Preferred Alternative							
Prepare final adjustments per public comment		2.0	3.0		\$0	\$250	\$375
Prepare Opinion of Probable Cost	0.5	2.0	3.0		\$78	\$250	\$375
Review for approval with Client (GoTo Mtg)	1.0	2.0	2.0		\$155	\$250	\$250
Final adjustments if required		1.0	2.0		\$0	\$125	\$250
Present Final MP to Parks & Rec Commission	1.0	1.0			\$155	\$125	\$0
Subtotal Hours	12.0	26.0	33.0	6.0			
BWA Rates	\$155	\$125	\$125	\$90			
Subtotal Cost -	\$1,860	\$3,250	\$4,125	\$540			
Total Design Cost							\$9,775
Travel Hours are not included							
LA-MGR - Landscape Architect Manager	Bill LaRue, ASLA		8	\$155		\$1,240	
LA-III - Landscape Architect III	Julia Culp, ASLA		8	\$125		\$1,000	
LA-I - Landscape Architect III	Paz Ochoa, ASLA		8	\$125		\$1,000	
LA - Landscape Intern	Tyler Reid			\$90			
Total Travel Cost						\$3,240	\$1,620 (-.5 travel cost)
Total Project Cost							\$11,395

September 24, 2018

Mr. David Schott
 Assistant Parks and Recreation Director
 City of Moscow
 1724 E F Street
 Hamilton Indoor Rec Center
 Moscow, Idaho 83843

**Re: Proposal of Professional Landscape Architecture Services for:
 Conceptual Master Plans - Edible Food Forest Park**

Dear David:

Thank you for the opportunity to again assist the City of Moscow and provide this Proposal of Professional Landscape Architectural Services to develop a Conceptual Master Plan for the proposed Edible Forest Park site. We have organized this proposal into four phases; Understanding of the Project, Scope of Services, Anticipating Schedules, and Professional Fees.

Understanding of the Project

The City of Moscow desires to create a Concept Master Plan for the Edible Food Forest Park. The City has recently acquired 4.09 acres of wheat farmland with the aim of creating an edible food forest with an ADA path through out. In keeping with the nature of Edible Food Forests, this Park will offer naturalistic areas with stratified fruit tree/shrub/vine canopies with herbaceous edible perennials, bulbs and groundcovers (be they wild flowers, herbs or vegetables). The Forest will serve the neighborhood and community at large both as a source for food and medicinal plants, while attracting beneficial insects, birds and butterflies. The Edible Food Forest Park site is situated in the southeast region of the city; near the intersection of Highway 95 and Southview Avenue. The site will most likely be accessed via Southview Avenue and possibly Indian Hills Drive. The property is a concave site that drains north to south with steeply sloped western and eastern flanks. The property is currently used to cultivate wheat, with single family and multi-family housing units abutting to the north, east and south.

Scope of Services – Conceptual Park Master Plan – Edible Food Forest Park

The following work items and tasks will comprise the concepts generated in the development of the Master Plan for the Edible Food Forest Park.

1. Participate in **Kick-off/Scoping Meeting** at Parks and Recreation office.
 - a. Tour the site with P&R and Tree Commission representatives.
 - b. Discuss uses identified by P&R and Tree Commission and identify those deemed appropriate for inclusion in concept study.
 - c. Collect available base maps and other pertinent data from the City or other sources.
 - d. Establish dates, location, and format for public meetings/workshops related to Public Engagement efforts.
2. Prepare information and format for **Public Meeting/Workshop #1**.
 - a. Produce exhibits and maps illustrating Existing Conditions and Site Inventory & Analysis noting current areas of concern and opportunities for expansion and improvements.
 - b. Conduct Public Meeting/Workshop. Gather feedback and input for use in development of initial schematic concepts.

- e. Summarize Public Meeting information for inclusion in development of alternative concepts.
3. Develop **up to (2) alternative concepts** for review and discussion.
 - a. Identify most appropriate input for inclusion in development of alternative concepts.
 - b. Prepare alternative concept exhibits for display and discussion for second Public Workshop.
4. **Tree Commission Meeting** (*GoTo Meeting*).
 - a. Review concepts reflecting input from Public Workshop #1 with Tree Commission prior to Public Workshop #2.
 - b. Implement direction from Public Mtg Concepts.
5. Conduct second **Public Meeting/Workshop #2**.
 - a. Present exhibits illustrating the preliminary alternative concept layouts for review and discussion with public.
 - b. Provide workshop participants with opportunity to submit written comments and voting on preferred alternative.
6. Refine one **Final Concept Design** per input from #2 Public Meeting/Workshop.
 - a. Prepare final adjustments per client and public comments.
 - b. Prepare Opinion of Probable Cost for proposed improvements.
 - c. Prepare final exhibit plan.
 - d. Review for approval with Client (*GoTo Meeting*).
7. **Project Plan Roll Out/ Open House** - Finalize Preferred Alternative Concept as Proposed Master Park Plan.
 - a. Present Final Concept Master Plan to Parks and Recreation Commission (P&RC) and Tree Commission with City Parks and Recreation Director for approval.
 - b. City Parks and Recreation Director will present final P&RC approved plan to City Council.

Anticipated Schedules

We are prepared to start work on the Edible Food Forest Park Conceptual Master Plan immediately upon execution of a Client-Consultant contract. Based on how easily and quickly public meetings/workshops can be scheduled, we would anticipate final completion of work associated with this proposal near mid-February, 2019.

Professional Fees

BWA proposes to complete the Edible Food Forest Park Design for a lump sum fee of \$11,395. This fee anticipates that the concept plan can be developed without the need for a topographic survey. Should a topographic survey be required, we recommend that the City budget an additional \$3,000 - \$4,500 to cover this cost.

Thank you again for the opportunity to submit this proposal of services. Please feel free to call us at any time should you have any questions or require further clarification. We look forward to the chance to work with the City of Moscow Parks and Recreation Department.

Sincerely,



Dell Hatch, ASLA
BWA Landscape Architecture/Urban Design/Planning

Edible Food Forest Park	Staff				Totals		
Conceptual Master Plan Design	LA-Mgr	LA-III	LA-I	LA	LA-Mgr	LA-III	LA-I
Kick off/Scoping meeting							
Meeting	1.0	1.0	1.0		\$155	\$125	\$125
Site Tour	1.0	1.0	1.0		\$155	\$125	\$125
Data Gather - Prepare Base maps (Proj Mgmt - Mtg, dates & locations included)				2.0	\$0	\$0	\$0
Public Meeting/Workshop #1							
Prepare exhibits & maps	1.0	2.0	3.0	2.0	\$155	\$250	\$375
PowerPoint Presentation	1.0	1.5	1.5		\$155	\$188	\$188
Gather public feedback & input		2.0	2.0		\$0	\$250	\$250
Summarize Public Meeting			1.0		\$0	\$0	\$125
Develop (2) Alternative Concepts							
Identify appropriate input for inclusion in concepts	1.0	2.0	3.0	0.0	\$155	\$250	\$375
Develop concepts based on Workshop #1		3.0	3.0	2.0	\$0	\$375	\$375
Tree Commission Meeting							
Tree Commission Meeting (<i>GoTo Mtg</i>)	1.5	1.5		0.0	\$233	\$188	\$0
Implement direction on Public Mtg Concepts	1.0	2.0	3.0		\$155	\$250	\$375
Workshop #2							
PowerPoint Presentation & Boards	2.0	2.0	3.0		\$310	\$250	\$375
Compile written comments and voting			1.5		\$0	\$0	\$188
Prepare Preferred Alternative							
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Prepare Opinion of Probable Cost	0.5	2.0	3.0		\$78	\$250	\$375
Review for approval with Client (<i>GoTo Mtg</i>)	1.0	2.0	2.0		\$155	\$250	\$250
Final adjustments if required		1.0	2.0		\$0	\$125	\$250
Present Final MP to Parks & Rec Commission	1.0	1.0			\$155	\$125	\$0
Subtotal Hours	12.0	26.0	33.0	6.0			
BWA Rates	\$155	\$125	\$125	\$90			
Subtotal Cost -	\$1,860	\$3,250	\$4,125	\$540			
Total Design Cost	\$9,775						

Travel Hours are not included

		Hrs	Rate	Totals	
LA-MGR - Landscape Architect Manager	Bill LaRue, ASLA	8	\$155	\$1,240	
LA-III - Landscape Architect III	Julia Culp, ASLA	8	\$125	\$1,000	
LA-I - Landscape Architect I	Paz Ochoa, ASLA	8	\$125	\$1,000	
LA - Landscape Intern	Tyler Reid		\$90		
Total Travel Cost				\$3,240	\$1,620 (.5 travel cost)

Total Project Cost

\$11,395

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/19/2018**Title:** Request for Hamilton Funds for the Installation of the Itani Park Playground Equipment**Responsible Staff:** David Schott

Information

DESCRIPTION: The Parks and Recreation Department is requesting Hamilton Funds for the installation of the Itani Park playground equipment and safety tile surfacing in an amount not to exceed \$3,000.

On June 18, 2018, Council approved the purchase of playground equipment and safety tiles for Itani Park. The funding source was the Hamilton Fund, and was approved through the FY18 budget. However, funding was not requested for the installation of the playground equipment and tiles at that time.

Installation costs for playground by parks crews include such items as, concrete to set the support poles, minor consumables (saw blades, drill bits, Loctite), minor tools, rentals, and supplies.

The budgetary line item for expenses will be Capital Projects 350-165-30-770-76. Per City Council Resolution 2017-07, individual projects are required to be authorized through the annual budget process.

Staff anticipates the concrete pad and accessible pathway to be completed in the spring of 2019 when conditions allow. If approved, the playground and tiles will be installed shortly after.

This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

STAFF RECOMMENDATION: Approve the use of Hamilton Funds appropriated in FY2019 for the installation of the Itani Park playground equipment and safety tiles not to exceed \$3,000.

ACTION: Approve the use of Hamilton Funds appropriated in FY2019 for the installation of the Itani Park playground equipment and safety tiles not to exceed \$3,000.

Necessary Resources/Impacts

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

Attachments

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/19/2018**Title:** Idaho Airport Aid Program Grant Agreement (ACTION ITEM)**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: On behalf of the Moscow-Pullman Airport, the City of Moscow has been offered matching grant assistance from the Idaho Transportation Department (ITD), Division of Aeronautics, in financing improvements to the Airport during the State of Idaho FY2019. The grant is part of ITD's regular program award to further the interest in and aeronautical purposes of public airports by assisting in the development of a statewide system of airports. The City is required to ratify the attached Grant Agreement and Resolution in order to accept the award. This was reviewed and recommended for approval by the Public Works/Finance Committee on November 13, 2018.

STAFF RECOMMENDATION: Ratify the Idaho Transportation Department, Division of Aeronautics, Grant Agreement and Resolution for execution in order to accept the \$7,500 award on behalf of the Moscow-Pullman Airport.

PROPOSED ACTIONS: Ratify the Idaho Transportation Department, Division of Aeronautics, Grant Agreement and Resolution for execution in order to accept the \$7,500 award on behalf of the Moscow-Pullman Airport or take other such action deemed appropriate.

Necessary Resources/Impacts

N/A - Pass Through Funds; Match to be provided by Moscow-Pullman Airport

Attachments

Moscow-GRANT OFFER LETTER F198PUW

Moscow-AGREEMENT F198PUW

Moscow-RESOLUTION AIRPORT F198PUW

**IDAHO TRANSPORTATION DEPARTMENT**

Division of Aeronautics
3483 Rickenbacker Street • Boise ID 83705

(208) 334-8775
itd.idaho.gov/aero

October 15, 2018

Bill Lambert, Mayor
City of Moscow
PO Box 9203
Moscow, ID 83843

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-19. This grant is part of our regular program to further the interest in and aeronautical purposes of Public airports by assisting in the development of a statewide system of airports.

Enclosed is a pdf file of the Grant Agreement and City Resolution for the above referenced project. Please print two full copies of the document and have the City Council ratify both the Grant Agreement and the City Resolution. As Mayor please sign both copies of each document, and have the City Clerk attest to and sign both copies of the document.

Please retain one signed copy for your local records and send one signed copy to:

Jennifer Schildgen
Idaho Division of Aeronautics
3483 Rickenbacker St
Boise, ID 83705

Please complete these actions by December 15, 2018 as noted on page 2 of the grant agreement. The reimbursement funds will be available about 3 weeks after receipt of the ratified and signed agreement in this office.

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant or how to request grant funds, please call me at (208) 334-8784.

Sincerely,

William P. Statham, Manager
Airport Planning and Development

Attachment: Moscow-GRANT OFFER LETTER F198PUW [Revision 1] (1841 : Idaho Airport Aid Program Grant Agreement (ACTION ITEM))

**GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-19**

TO: City of Moscow, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION
OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Moscow-Pullman Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Construct RWY 06/24

FS Program Number: F198PUW

Project Number: AIP-047 & 048 & 049

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act of 1947, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$7500.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$7,500.00.
 - B. This grant expires on June 30, 2021 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 - A. Certify the availability of at least \$1,689,805.75 to match STATE participation in said project.
 - B. Diligently and expeditiously complete this project by June 30, 2021 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
 - C. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

- D. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures otherwise authorized for public entities.
 - E. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
 - F. Receive no STATE funds in any case until it certifies in writing that it has funds available and will spend at least the amount designed in Paragraph (A) above, solely for the project in question.
 - G. Agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project. Grant no exclusive use or operating agreements, to any person, company, or corporation. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
 - H. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
 - I. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
- 3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
 - 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
 - 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before December 15, 2018 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

6. Inspection Schedule and Reporting System:

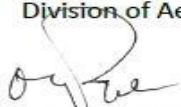
Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall make no less than three progress reports during construction.
- C. SPONSOR shall receive approval prior to any change in the scope of the project

- D. SPONSOR shall report project completion date and request final inspection and payment.
- E. STATE may participate in the final inspection and shall sign off the project as completed.
- F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: 
Mike Pape, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2018.

By: _____
Bill Lambert, Mayor
City of Moscow, City Council

ATTEST:

Laurie Hopkins, City Clerk

I, Laurie Hopkins, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2018, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2018.

Laurie Hopkins, City Clerk

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ACCEPT A GRANT OFFER OF THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS, IN THE MAXIMUM AMOUNT OF \$7,500 TO BE USED UNDER THE IDAHO AIRPORT AID PROGRAM, FS PROGRAM NUMBER: F198PUW, PROJECT NUMBER: AIP-047 & 048 & 049, IN THE DEVELOPMENT OF THE MOSCOW-PULLMAN REGIONAL AIRPORT; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department, Division of Aeronautics (hereinafter "ITD"), is responsible for the distribution of Idaho Airport Aid Program funding and has offered grant money in the amount of Seven Thousand Five Hundred Dollars (\$7,500) for the development of the Moscow-Pullman Regional Airport; and

WHEREAS, the City of Moscow, Idaho, is a designated sponsor of the Moscow-Pullman Regional Airport and supports its development; and

WHEREAS, the City Council believes it to be in the best interest of the City of Moscow to authorize the acceptance of said grant monies;

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

1. That the City shall accept the Grant Offer of the State of Idaho in the amount of Seven Thousand Five Hundred Dollars (\$7,500), for the purpose of obtaining State Aid under FS Program Number: F198PUW, Project No. AIP-047 & 048 & 049, in the development of the Moscow-Pullman Regional Airport; and
2. That the Mayor of the City of Moscow City Council is hereby authorized and directed to sign the Statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City. The City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid Statement of Acceptance; and
3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CERTIFICATE

I, Laurie M. Hopkins, City Clerk, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2018, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2018.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/19/2018**Title:** Software License Agreement for an Advanced Alert Distributed Reporting System (AADRS) Pilot Project (ACTION ITEM)**Responsible Staff:** James Fry

Information

DESCRIPTION: The City of Moscow wishes to provide a community that is safe, secure and a pleasant place to live and visit. The Moscow Police Department utilizes a community-oriented policing philosophy to improve the quality of life through community partnerships and problem solving approaches. Taking into account recent incidents of violence in schools and communities across the nation, including the tragedies our own community has encountered along with the threats of violence to our schools, the Moscow Police Department wishes to find ways to be proactive with crime prevention by use of technology. To achieve this the Moscow Police Department would like to launch a pilot Advanced Alert Distributed Reporting System (AADRS) by entering into an agreement with Kestrel Technology Group who possesses the expertise and the technology to administer a neighborhood watch type of program through the use of technology.

AADRS is a combination Android-based application and website-portal interface for easy-to-learn reporting between trusted community members and law enforcement officers. Suspicious activity or emergency situations can be communicated to the portal of any AADRS application loaded Android phone. AADRS is administered by Kestrel Technology Group which was founded in 2005 with the goal of adding situational awareness to field operations with a secure data collection application on readily-available mobile devices.

This was reviewed by the Administrative Committee on November 13, 2018 and forwarded to the full City Council with no recommendation.

STAFF RECOMMENDATION: Approve the software license agreement for an advanced alert distributed reporting system pilot project between Kestrel Technology Group and the City of Moscow.

PROPOSED ACTIONS: Review recommendation and consider approval for the software license agreement for an advanced alert distribution reporting system pilot project between Kestrel and the City of Moscow or take other such action deemed appropriate.

Necessary Resources/Impacts

N/A.

Attachments

AdvancedAlertDistributedReportingSystem9(AADRS);final
SoftwareLicenseAgreement-Kestrel;AADRS Pilot;2018;final;clean

ADVANCED ALERT DISTRIBUTED REPORTING SYSTEM (AADRS)

AADRS is a combination android-based application and website portal interface for easy-to-learn reporting between trusted community members (known as High Fidelity Observers, or HFOs) and law enforcement officers. HFO reports are received, geo-located, and visualized in real-time on a secure web-based portal, backed with historical data to provide law enforcement with critical information and communication capabilities.

HFOs use the AADRS application loaded to an Android phone¹ to communicate to the portal any suspicious activity or, during emergency situations, reports detailing relevant information. These community reporters are weighted based on both the level and type of training received. This allows law enforcement to filter and collate reports of suspicious activity and make action decisions based on the ‘weight’ of the reports and report context.

Key components of the AADRS application include:

In Normal Conditions

- **Real-time Reporting:** Using cell or Wi-Fi connection, HFOs submit various reports to keep Law Enforcement informed. These reports include text and/or multimedia options and are organized to present Law Enforcement personnel with knowledge in the following categories:
 - FYI – a low level report that documents something seen or heard that is notable although not necessarily threatening or criminal on its own. FYI reports serve as historical data for a greater understanding of situations that could potentially pose a threat to public safety in aggregate or in the future.
 - Suspicious Activity Report - provides greater detail regarding an event that rises to a higher level of suspicion or potential threat. Suspicious Activity Reports document substantial warning signs to Law Enforcement to aid in the prevention of an incident.
 - Red Alert - alerts Law Enforcement of a condition that poses an imminent threat. Sending a Red Alert informs Law Enforcement, in real time, of an emerging critical situation to assist rapid response and situational awareness.
- **Messaging:** HFOs can securely send and receive messages to and from Law Enforcement to elaborate on past reporting or provide additional information on an ongoing event. Messaging is NOT used for tasking of HFOs, other than requests for additional information already possessed by the observer, or queries of observers in a geographic locale to see if any corroboration or additional information is available.

¹ And Apple iOS application is under development.

In Emergency Situations

- All functionality of Normal Conditions.
- Status. Allows a user to repeatedly report their personal ‘status’ viewed by portal monitors: Green (safe/normal conditions), Amber (caution status), or Red (alert/danger condition).
- Lockdown, Lockout or Red Alert Status Condition Reports. A graphic interface triggered by a Red Alert, Lockout or Lockdown event allows quick reporting on additional details of a threat event, any medical needs, or shelter in place situations. These reports automatically capture location coordinates and date/time stamp, keeping law enforcement and first responders informed.

High Fidelity Observers

The critical core of AADRS are the HFOs, who are specifically selected from within a demographic cohort and fulfill a specific training criterion.

Following selection and vetting of HFOs, training consists of three days, two in classroom and one in-theater. Classroom work will be divided into two portions, each with its own set of comprehensive explanatory modules. The first day of the training focuses on patterns of life analysis and clarity in the range of variables to be observed, including the design of the buttons to be used on the HFO’s mobile devices. Day two focuses on the use of the hand-held technology and the web-based operationally secure portal login.

AADRS Monitors/Law Enforcement

A limited number of Law Enforcement Personnel will have access to the AADRS portal, providing a Common Operating Picture. (User credentials can be established to restrict/allow specific functions):

- A data repository for trusted community reports to be aggregated, reviewed, combined with other information, and understood during ‘pre-event’ non-critical conditions.
- Decision making power to initiate a Lockdown, Lockout or Red Alert based on trusted community reporting. *Only authorized portal users can initiate a lockdown.*

Trained portal monitors can also:

- View the location and status color of each HFO;
- Monitor a live feed of all incoming data – messages, reports, status changes of HFOs;
- Send messages to HFOs – individually, to designated groups, or to all HFOs; an essential and efficient communications tool in critical situations; and
- View Geo-located real-time reports (see above Threat Details, Medical Needs, Shelter in Place).

Kestrel Technology Group – Core Competencies

Kestrel Technology Group was founded in 2005 with a goal of adding situational awareness to field operations with a secure data collection application on readily-available mobile devices.

Kestrel's unique combination of technology and methods can make a way for knowledge-based operations with systems that are versatile, scalable, and readily-deployed on clouds, servers, and field mobile units. Kestrel's flagship system, the Field Information Support Tool (FIST), is customizable to each user's needs, and incorporates advanced standards for data security and information integrity. Kestrel's team is broadly experienced in government, industry and academia.

FIST is a mobile knowledge management system that provides users with a comprehensive mobile knowledge management system aimed at providing unprecedented situational awareness without comprising data integrity or security. FIST leverages standard Android mobile devices with a custom smartphone application (Gather), in conjunction with a globally-accessible web portal (FusionPortal), to perform real-time visualization and assessment, data collection, analysis, alarming, dissemination, and system-to-system interoperability. It functions in any connectivity environment, is fully customizable to the client's needs, and is secure. FIST can be applied in any mission set, including humanitarian assistance/disaster relief, law enforcement, pandemic disease mapping, and logistical support, adding value whenever immediate on-the-ground action is needed.

The HFO Training Curriculum is copyright Quadrant Analytics, LLC, and used with permission.

**SOFTWARE LICENSE AGREEMENT FOR
ADVANCED ALERT DISTRIBUTED REPORTING SYSTEM PILOT PROJECT
BETWEEN CITY OF MOSCOW AND KESTREL**

THIS SOFTWARE LICENSE AGREEMENT FOR ADVANCED ALERT DISTRIBUTED REPORTING SYSTEM PILOT PROJECT (hereinafter “Agreement”), is made this ____ day of November, 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 the Kestrel Technology Group, LLC, a Texas limited liability company with principal offices at 3 Sugar Creek Center Boulevard, Suite 100, Sugar Land, Texas, 77478 (hereinafter “KESTREL”); CITY and KESTREL are each individually referred to as a “Party”, and collectively, the “Parties”.

RECITALS

WHEREAS, CITY wishes to provide public safety services that are designed to fairly, efficiently, and effectively prevent crime and safeguard lives and property; and

WHEREAS, CITY wishes to provide a community that is safe, secure, and a pleasant place to live and visit; and

WHEREAS, with recent incidents of violence in schools and communities across the nation, including the tragedies our own community has encountered along with the threats of violence to our schools, CITY wishes to find ways to be proactive with crime prevention; and

WHEREAS, CITY’s Moscow Police Department utilizes a community-oriented policing philosophy to improve the quality of life through community partnerships and problem solving approaches; and

WHEREAS, CITY is recognized as an ideal test-bed due to its size, location, demographics, and settlement type; and

WHEREAS, KESTREL possesses the expertise and technology to add situational awareness to CITY through Moscow Police Department, with a secure data collection application on readily-available mobile devices;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this Agreement, CITY and KESTREL hereby agree to launch a pilot Advanced Alert Distributed Reporting System as follows:

AGREEMENT

1. **Pilot Term.** Pursuant to the terms of this Agreement, CITY hereby gives KESTREL a revocable and non-transferable license to utilize the City of Moscow as a geographic test area to provide advance alert distributed reporting software (hereinafter “AADRS”) for use by CITY and CITY’s community partners. This pilot project will be deployed in three (3) phases over three (3) years. Phase 1 will include the development and refinement of the initial pilot project deployment. Phase 2 will consist of implementing

improvements from Phase 1 by mutual agreement; and Phase 3 will expand the project to include more community partners using the software to achieve the goals of the pilot project. The Parties anticipate collaborating on grants to fund further development of the AADRS.

2. Termination. This Agreement may be terminated by either Party at any time by delivery of written notice. Upon the termination of this Agreement, all rights granted herein to CITY to the Software shall immediately cease and CITY shall immediately return to KESTREL all confidential and/or proprietary information of KESTREL previously delivered to CITY. The data collected during the term of the Agreement will remain property of CITY.
3. Compensation and Fees. This pilot project and use of the AADRS license is at no cost to CITY.
4. As described in the Kestrel Software License Agreement (the “KSLA”), attached hereto as Exhibit “A”, this Agreement is the “Reference Agreement” specified therein and CITY is the “Licensee”, as referenced therein. The “Effective Date” for the KSLA and this Agreement is November 19, 2018 and the “License Term” will extend to the earlier of (i) three [3] years from the Effective Date; or (ii) the effective date of termination of this Agreement, in accordance with its terms.
5. The KSLA is incorporated herein and made a part of this Agreement for all purposes, subject to the following specific terms:
 - KESTREL shall provide remote technical support during its regular US business hours, between 8:00 a.m. and 5:00 p.m., EST or by email throughout the License Term.
 - KESTREL shall provide no-cost licenses for the Field Information Support Tool (FIST), to be provided to the approved and trained volunteers and community partners known as High Fidelity Observers through a custom smartphone application (Gather), and two (2) operators of the web portal (FusionPortal).
 - KESTREL will provide a no-cost Level 0 Amazon server license with industrial grade security with server maintenance upgrades throughout the License Term.
 - KESTREL will provide two (2) no-cost loaner mobile devices, without cell phone service, for use for the field use application of the system.
 - KESTREL will provide semi-annual, no-cost training via teletraining during the license term. Any additional training will be mutually agreed upon by KESTREL and CITY.
6. The services and software being provided by KESTREL are on an “as is” basis, and CITY’s use of the services is at its own risk. KESTREL does not warrant that the services will be uninterrupted or error-free or unaffected by force majeure events.
7. Jurisdiction and Venue. 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.

8. This Agreement together with the Attachments attached hereto, represents the entire agreement of the Parties hereto related to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement, are superseded and of no force and effect.
9. Modification or Amendment of Agreement. This Agreement may be modified in writing by the agreement of KESTREL and CITY at any time. No change or modification to this Agreement shall be valid unless it is in writing and signed by both Parties.
10. This Agreement may be executed in one (1) or more counterparts, each of which shall constitute an original, and all of which shall constitute one Agreement. Signatures transmitted via facsimile or other electronic means (including .pdf) shall have the same force and effect as an original.
11. No Joint Venture and No Joint Powers Agreement. Nothing contained in this Agreement shall be in any way construed as creating, expressing, or implying that the Parties hereto have joined together in any joint venture partnership or agency relationship between or, in any manner have agreed to or are contemplating the sharing of profits and losses, among themselves in relation to any matter relating to this Agreement.
12. Independent Contractor. The contracting Parties warrant by their signatures that no employer/employee relationship is established between KESTREL and CITY by the terms of this Agreement. It is understood by the Parties hereto that KESTREL is an independent contractor and, as such, neither KESTREL nor any officer, employee, or agent of KESTREL, if any, are employees of CITY for purposes of tax, retirement system, social security (FICA) withholding.
13. Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following address:

Kestrel Technology Group, LLC Ivan Cardenas, Technical Director 3 Sugar Creek Center Boulevard Suite 100 Sugar Land, Texas 77478	City of Moscow Chief of Police 206 East Third Street P O Box 9203 Moscow, Idaho 83843
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14. This Agreement shall not become effective or binding until approved by CITY. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

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

Kestrel Technology Group, LLC

City of Moscow, Idaho

By: _____
 Name: Mr. Ivan Cardenas
 Title: Technical Director

By: _____
 Name: Bill Lambert
 Title: Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Ivan Cardenas, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Kestrel Technology Group, LLC.

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

ATTACHMENT “A” KESTREL SOFTWARE LICENSE AGREEMENT (KSLA)

This Software License Agreement ("Agreement"), effective per the terms of the proposal or contract ("Reference Agreement") of which this Agreement becomes incorporated upon execution of the Reference Agreement and with an effective date as specified in the said Reference Agreement ("Effective Date") by and between Kestrel Technology Group, LLC, a Texas limited liability company with principal offices at 3 Sugar Creek Center Boulevard, Suite 100, Sugar Land, Texas, 77478 (hereinafter "Kestrel"), and the party accepting the Reference Agreement (hereinafter "Licensee"), sets forth the terms and conditions whereby Kestrel agrees to provide to Licensee and Licensee agrees to acquire from Kestrel one (1) or more licenses to Kestrel's computer programs (hereinafter "Software"), and related documentation and materials. Kestrel and Licensee are each a "Party" and together are the "Parties" to this Agreement.

Each individual license under this Agreement will be defined on schedules in the form of Schedule "A", which is attached hereto. Each Schedule "A", is to be executed separately, and, when so executed, is incorporated by reference and shall become a part of the Agreement. Terms and conditions in said Schedule(s) shall supersede any conflicting terms and conditions in this Agreement for only the specific license defined in said Schedule(s). Each Schedule "A", together with the terms and conditions of this Agreement, shall constitute and be construed as a separate agreement.

1. Grant of License

Kestrel hereby grants to Licensee a license to use the Software during the License Term (as identified in Schedule "A") under the terms and conditions set forth in Schedule "A" (the "License type"), provided Licensee is not in default of any terms contained herein. For purposes of this Agreement, "Software" shall include any upgrades, updates, modifications or derivative works provided hereunder. Licensee may not copy, market or distribute the Software, in whole or in part, as a stand-alone software product, or incorporate it in any other software product, unless otherwise specified in Schedule "A". Licensee may make copies of the Software for the purpose of installation and backup. Licensee may not assign, sell or transfer its rights granted herein to any other entity. Software and its resultant Evaluation material will be kept confidential between the Licensee, Kestrel, and the Licensee's customers and potential customers. Any report or evaluation that the Licensee may provide to United States government clients will not be transferred to any additional party (non-US government client) and any information that is acquired in the process of testing the system that has been provided by the Licensee will not be transferred to any outside party (except for such U.S. government clients). Kestrel hereby retains the right to use, sell, market, build, adapt, modify, reproduce, execute, deploy and distribute, in whole or in part, incorporated within other software or as stand-alone software, the Software.

2. License Fee and Transfer of Proprietary Information

Financial terms for the delivery of the software (the "License Fee") to the Licensee are set forth in Schedule "A". Payment will be in advance for any funds due for release of software and services. Kestrel will invoice the Licensee for this purpose.

3. Ownership

Kestrel shall at all times retain ownership of the Software, its confidential and proprietary information, including, but not limited to, the source code, upgrades, software modifications, derivative works, software libraries, files and tools, and Licensee will take all reasonable steps to prevent the unauthorized disclosure, use, reverse engineering, or other unauthorized use of the Software.

4. Support

Kestrel shall provide ongoing technical support per the reference agreement to the Licensee for assisting in operation of the software, debugging, implementation of new revisions, and listing of desired improvements; such improvements which Kestrel may or may not implement at its option. Specification for technical support may be by purchase order terms, statements of work, or similar contractual instruments.

5. Termination

This Agreement may be unilaterally terminated by Kestrel at any time. Upon the termination of this Agreement for any reason, all rights granted herein to Licensee to the license to use and adapt the Software, shall immediately cease and Licensee shall immediately return to Kestrel all confidential and/or proprietary information previously delivered to Licensee.

6. Warranties

Kestrel represents and warrants to Licensee that Kestrel has the right to convey to Licensee all of the rights granted hereunder, and that Kestrel has not previously entered into any assignments, grant, mortgage, license, or other agreements concerning the Software that is in conflict with the license contemplated herein.

Kestrel warrants that the Software will perform in substantial compliance with the documentation supplied with the Software, and Kestrel agrees, as its sole obligation for breach of the foregoing warranty, to use commercially reasonable efforts to correct any defects or errors in the Software of which Licensee gives written notice. Kestrel warrants that the Software delivered to Licensee has been checked by Kestrel for known computer viruses or other contaminants, including any codes or instructions that may be used to access, modify, delete, damage, or disable Licensee's computer system.

7. Disclaimer and Limitation of Liability

LICENSEE ACKNOWLEDGES THAT THE CONDITIONS OF USE OF THE SOFTWARE ARE OUTSIDE THE CONTROL OF KESTREL AND THAT KESTREL'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OR ACTION, SHALL BE LIMITED TO TEN PERCENT (10%) OF THE LICENSE FEE RECEIVED UNDER THIS AGREEMENT. IN NO EVENT (INCLUDING, BUT NOT LIMITED TO, INFORMATION FLOWS INTO OR OUT OF FUSIONPORTAL WEB SERVICES AND HOSTING) WILL KESTREL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF KESTREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, AND KESTREL EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

8. Acceptance

Licensee shall have thirty (30) days after delivery of the Software to inspect the Software. Acceptance of the Software shall be deemed to have occurred if Licensee fails to notify Kestrel during such period, in writing, of defects or non-conformities. Kestrel shall have thirty (30) days after notice to, at Kestrel's option, replace the Software or remedy any such defects or non-conformities. Thereafter, Licensee shall be deemed to have accepted the Software if Licensee fails to notify Kestrel within thirty (30) days of replacement of Kestrel's completion of such work that the Software remains non-conforming in any material respect.

9. Annual Maintenance Services

Maintenance Services comprises upgrades and correction to the Software. Financial terms for annual Maintenance Services shall be as set forth in Schedule "A". If Annual Maintenance Services are procured by the Licensee, they shall entitle Licensee to receive the following maintenance services without further charge:

- (a) Upgrades to the Software after installation date that Kestrel, in its sole discretion, considers to be logical extensions of the Software but excluding releases of major additional new Software modules.
- (b) Upgrades to documentation after installation date that Kestrel deems necessary to maintain its continued effective use by Licensee.
- (c) Corrections for current and previous releases of the Software.
- (d) Kestrel shall not be obligated to remedy errors or defects caused by failures of Licensee's operating system or by any external cause, or by a failure of Licensee to use the Software in accordance with the provisions of this Agreement.
- (e) Access to support from Kestrel shall be during normal business hours of Kestrel and shall exclude weekends and holidays.

10. Infringement

Kestrel and Licensee each agree to notify the other in writing of any suspected infringement of the Software by any third party, and of the factual basis for such suspected infringement by another. Licensee shall have the first right to act against any suspected infringement by another. If Licensee elects not to enforce its rights in the Software, Licensee agrees to notify Kestrel of such decision in writing within fifteen (15) days of its receipt of written notice from Kestrel of suspected infringement. Upon written receipt of notice of such decision by Licensee not to enforce its rights in the Software, Kestrel may elect to enforce its rights in the Software at its sole expense. Should Licensee be required to participate in a suit brought by Kestrel to enforce rights in the Software, Licensee shall cooperate in good faith and assist in the suit, provided Kestrel promptly reimburses Licensee for all reasonable expenses and costs as such expenses and costs are incurred by Licensee in rendering such cooperation and assistance to Kestrel. Any

damages recovered in a suit, brought by either Licensee or Kestrel under this term, shall be the sole property of the Party awarded such damages. Any liability resulting from either Party bringing suit pursuant to this section shall also be the sole and exclusive responsibility of that Party.

11. Notices

All notices permitted or required by this Agreement shall be in writing addressed to the Parties as such addresses as may be designated by a Party in written notice to all of the other Parties, and shall be by personal delivery or by certified mail.

12. Resolution of Disputes

The Parties, and each of them, mutually agree to use reasonable efforts to amicably and in good faith resolve any and all differences, controversies or claims that may arise relative to this Agreement. Any controversy or claim arising out of, relating to or connected with this Agreement, or a breach thereof which cannot be resolved amicably by the Parties, may be submitted by one (1) or more of the Parties to, and settled by, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect ("Rules"). Arbitration shall be by a single arbitrator chosen by the Parties, provided that if the Parties fail to agree upon a single arbitrator within thirty (30) days from the date a Party has made a demand for arbitration, then the arbitrator shall be chosen in accordance with the Rules. The decision of the arbitrator shall be final and binding on the Parties and shall include an award of costs, expenses and attorney's fees to the prevailing Party. The decision and any award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof, provided that the arbitrator shall not award punitive or treble damages in rendering such decision, and provided that the arbitrator's award shall follow applicable law and the terms of this Agreement to the extent that such terms are consistent with such applicable law. All proceedings in arbitration shall be conducted in a location mutually agreed upon by the Parties, and shall be in the English language.

13. Texas Law to Apply

This Software License Agreement shall be construed under and in accordance with the internal laws of the State of Texas.

14. Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. Legal Construction

In case any one (1) or more of the previous provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter, unless otherwise stated herein.

17. Waiver, Modification or Amendment

No waiver, modification, or amendment of any provision of this Agreement shall be effective unless consented to by all the Parties in writing. No failure or delay by any Party in exercising a right, power, or remedy under this Agreement, shall operate as a waiver of any such right, power, or remedy.

18. United States Government Use

Kestrel represents that the Software is commercial computer software as defined in the Federal Acquisition Regulation (FAR), 48 C.F.R. sec. 2.101, and was developed at private expense. Therefore, in accordance with the Defense FAR Supplement, 48 C.F.R. sec. 227.7202-3(a), Kestrel provides the United States Government with the commercial computer software license rights set forth in FAR 52.227-19(b)(1)-(2). If Software is being acquired by or on behalf of the United States Government or by a United States Government prime contractor or subcontractor (at any tier), the Software and written materials accompanying the Software are provided with rights as stated in this clause and this clause applies to this license.

19. Limitations and Remedies

In the event of a finally adjudicated claim by any third party that the Software infringes any U.S. patent, trademark or copyright, Kestrel shall, in its sole discretion and at its sole expense, either (i) procure for Licensee the right from such third party to permit Licensee to continue using the software; (ii) replace or modify the Software such that it is non-infringing; or (iii) if the options described in (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee all amounts paid by Licensee to Kestrel for the Software, depreciated at the rate of thirty-three and thirty-three hundredths percent (33.33%) of the total amount per month from the date of last invoice.

SCHEDULE “A”

This schedule is attached to and becomes, upon execution of the Reference Agreement, a part of the Kestrel Software License Agreement between such Parties, dated per the terms of the Reference Agreement and sets forth the specific terms and conditions relating to the Licensed Software listed below.

Licensed Software

FIST solution suite comprising: Gather Application and access to Kestrel Operated FusionPortal portal accounts – for base version 1030 plus appropriate revisions and versions. This is not a source code license. Viewing of source code other than as incidentally required for backups and reloads is prohibited. Backups, reloads and other related maintenance activities will be by schedule and approved in writing by Kestrel.

License Type. Multi-user concurrent system user license: Software shall include the necessary concurrent licenses and smartphones software (FIST Gather) for use during the pilot project period. Software is not copy protected and User agrees to use appropriate care and caution in its use and storage to prevent unauthorized disclosure and reproduction.

License Term. The initial term of the License shall be from the Effective Date of the Reference Agreement and conclude with the termination of the Reference Agreement (“License Term”). The Agreement shall automatically terminate fifteen (15) days after expiration of the License Term unless, prior to the end of such time period, the Parties agree in writing to extend the License Term.