

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, July 1, 2019

7:00 PM

**Council Chambers
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

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council June 17, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Disbursement Report May 2019 - Sarah Banks

Accounts Payable Report for the month ending May, 2019. This was reviewed and signed by the Public Works/Finance Committee on June 10, 2019 and recommended for approval.

ACTION: Approve the Disbursements Report for the month of May, 2019.

C. Indian Hills 9th Phase 2 Design Standard Variance - Bob Buvel

The City of Moscow executed a Development Agreement with Indian Hills Trading Company, LLC on July 31, 2018. The agreement requires the developer to construct the standard public improvements along the Myrtle Street right-of-way. The improvements are expected to be constructed by October 31, 2019. Public Works received a request from the developer for a variance from the requirement that sidewalks be installed on both sides of Myrtle Street, and that they be required to construct sidewalk along the west side only. The development agreement for Indian Hills 8th Addition included a clause allowing deferment of the Myrtle Street public improvements. Similarly, the development agreement for Indian Hills 9th Addition, executed on July 31, 2018 restated the condition. Design standards for all City streets have long required the installation of sidewalk on both sides

of the street. Staff has determined that no special conditions exist peculiar to the property that merit approval of the variance. This was reviewed by the Public Works Finance Committee on June 24, 2019 and recommended for denial.

ACTION: Deny the variance request and require Indian Hills Trading Company to install sidewalks on both sides of Myrtle Street in accordance with City standards and the development agreement.

**D. State/Local Agreement – Project Development – 3rd Street Safety Improvements
Phase 1 - Alisa Anderson / Nate Suhr**

In 2017 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which managed by LHTAC on behalf of the Idaho Transportation Department (ITD). The City has been awarded \$388,246 in federal funds requiring a 7.34% match of \$30,754 with total project costs estimated at \$419,000. The project is located on Third Street from Lieuallen Street to 150' east of Lilly Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 1 proposed improvements. The City has received a State/Local Agreement from ITD for Project Development of Phase I of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project scheduled for construction in FY2021. This was reviewed by the Public Works/Finance Committee on June 24, 2019, and recommended for approval.

ACTION: Approve the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A020(483) 3rd Street Safety Improvements Phase 1, Moscow, Latah County, Key No. 20483.

**E. State/Local Agreement – Project Development – 3rd Street Safety Improvements
Phase 2 - Alisa Anderson / Nate Suhr**

In 2018 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which managed by LHTAC on behalf of the Idaho Transportation Department (ITD). The City has been awarded \$285,393 in federal funds requiring a 7.34% match of \$22,607 with total project costs estimated at \$308,000. The project is located on Third Street 150' east of Lieuallen Street to Jackson Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 2 proposed improvements. The City has received a State/Local Agreement from ITD for Project Development of Phase 2

of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project scheduled for construction in FY2021. This was reviewed by the Public Works/Finance Committee on June 24, 2019 and recommended for approval.

ACTION: Approve the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A021(997) 3rd Street Safety Improvements Phase 2, Moscow, Latah County, Key No. 21997.

REGULAR AGENDA

- 2. Staff Recognition Report – Jen Pfiffner**
- 3. Mayor’s Appointments (ACTION ITEM)**
- 4. Public Comment and Mayor's Response Period (limit 15 minutes)**
- 5. Citizen Commission Report - Human Rights Commission – James Fry/Ken Faunce**
- 6. Ordinance to Amend Moscow City Code to comply with statutory FBI Regulations Regarding Background Check Requirements for City Licensees (ACTION ITEM) - Mia Vowels / James Fry**

Public Law 92-544 allows the Federal Bureau of Investigation (FBI) to exchange criminal history information with state or local governmental entities if required by a state statute approved by the Attorney General of the United States. Idaho State Code 67-3008 provides that any unit of the state, city or local government may submit fingerprints to the FBI for employment or licensing if required to do so by statute, regulation, city or county ordinance. The Criminal Justice Information Law Unit (CJILU) has completed its review of draft of City of Moscow Ordinance which amends Moscow City Code (MCC) Section 9-3-6 authorizing a fingerprint-based background check of applicants for a license as a peddler, solicitor, or canvasser; MCC § 9-4-5 authorizing fingerprint-based background checks of applicants for a secondhand dealer or pawnbroker license; MCC § 9-5-13 authorizing fingerprint-based background checks of applicants for a Taxicab, Pedicab, or Carriage license; MCC § 9-10-7 authorizing a fingerprint-based background checks of every applicant, license, owner, Director, staff individual 13 years of age or older residing at the premises of a daycare; and MCC § 9-11-5 authorizing a fingerprint-based background check of applicants for a vendor license. The CJILU has determined that if enacted as drafted, MCC §§ 9-3-6, 9-4-5, 9-5-13, 9-10-7 and 9-11-5 would qualify for access to FBI CHRI pursuant to Pub. L. 92-544. This was reviewed by the Administrative Committee on June 10, 2019.

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

7. Police Services Facility Design Services Agreement (ACTION ITEM) - Bill Belknap

On May 25, 2019, Staff published a Request for Qualifications (RFQ) for professional design services for the proposed new Police Services Facility that is to be constructed following the successful May 21, 2019 general bond election. Two Statements of Qualifications (SOQs) were received in response to the RFQ. A five-member selection committee consisting of staff and a City Council representative conducted interviews of the two firms and unanimously recommended the selection of Lombard Conrad Architects (LCA) for the project. The City previously worked with LCA in the development of the 2016 Police Services Facility Master Plan in preparation for the bond election. Staff has prepared a Professional Services Agreement with associated fees for the Council's review and approval.

PROPOSED ACTIONS: Approve the proposed professional services agreement with Lombard Conrad Architects; or take other action as deemed appropriate.

8. Sanitary Sewer Service To Appaloosa Court (ACTION ITEM) - Bob Buvel / Tyler Palmer

The Appaloosa Trailer Court is located on the Old Pullman Highway outside of the Moscow city limits. The property currently contains approximately 66 mobile home spaces. The Idaho Department of Environmental Quality (DEQ) has notified the owner of the property that the septic system currently serving the trailer court is out of compliance with DEQ wastewater treatment regulations. In an effort to bring the property into compliance, the owner Mr. Rusty Olps, is proposing a plan to connect the property's sanitary sewer system to the City of Moscow's sewer system by constructing approximately 4,000 feet of sewer main across University of Idaho property. Should the City agree to serve the property, Mr. Olps is also requesting that he only be charged sanitary sewer general facility charges for only the 44 slots that are currently occupied and that the City of Moscow standard charge of double the normal monthly rates for properties outside city limits be reduced to one and a half times the monthly rate. It should be noted that Mr. Olps is not requesting annexation of the property. This was reviewed by the Public Works Finance Committee on June 24, 2019 and recommended for conditional approval per staff recommendations.

PROPOSED ACTIONS: Consider request of Rusty Olps to be allowed to connect the existing Appaloosa Mobile Home Court to the City's sanitary sewer system and provide direction on the following items: 1. Will Serve Letter: Provide direction to staff to issue a Will-Serve letter for the Appaloosa Mobile Home Court without annexation; Provide direction to issue a Will-Serve letter for the Appaloosa Mobile Home Court upon the condition of annexation; or provide staff further direction. 2. Future Property Use Restriction: Require the property owner to enter development agreement restricting the use of the proposed sewer service to that of the existing mobile home development, and that any further development or redevelopment must be approved by the City Council; provide sanitary sewer service with no restrictions; or provide staff further direction. 3. General Facilities Charges: Require the payment of General Facilities Charges (GFC) for all occupied spaces and enter into an agreement with the owner to pay the then current GFC fees at that time that any future dwelling units are installed upon the current vacant spaces; Required the owner to pay GFCs for all 66 available spaces; or provide staff further direction. 4. Monthly Sewer Service Fees: Direct staff to establish a special sewer service rate of 150% of the in-City service rates to be applied to the Appaloosa Mobile Home Court; Direct Staff to charge the current out-of-City rate of 200% of the in-City rate to the Appaloosa Mobile Home Court; or provide staff further direction.

REPORTS

City Council

Mayor

Staff

ADJOURN

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

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Approval of Moscow City Council June 17, 2019 Minutes - Laurie M. Hopkins

DESCRIPTION

STAFF RECOMMENDATION

PROPOSED ACTIONS

ACTION: Approve minutes as presented.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. minCC201906017

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 17, 2019

7:00 PM

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

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

PRESENT: Mayor Bill Lambert, Art Bettge, Jim Bolland, Kathryn Bonzo, Gina Taruscio, Anne Zabala

ABSENT: Brandy Sullivan

STAFF: Gary J. Riedner, Mia Vowels, James Fry, Brian Nickerson, Dwight Curtis, Mike Ray, Julie Fry, Tyson Barrett, Karen Potter, Roger Lanier, Laurie M. Hopkins, numerous police officers

PLEDGE OF ALLEGIANCE

Council Member Bonzo led the Pledge of Allegiance.

CONSENT AGENDA (ACTION ITEM)

1. All Consent Items

A. Approval of Moscow City Council June 3, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Proposed Lot Division in an Area Generally Located East of the Intersection of Southview Avenue and Alice Street - Leah Carlson

The applicant, Thompson Family Limited Partnership, is requesting a lot division in an area generally located east of the intersection of Southview Avenue and Alice Street. The existing lot is approximately 281,003 sf or 6.45 acres in size. The applicant is proposing to create three new lots of approximately 9,600 sf, 9,650 sf, and 11,273 sf in size, leaving a remainder lot of 250,480 sf. The applicant intends to create the three lots for future development of single-family residential homes. On June 3, 2019, City Council approved a rezone of the property from Agriculture/Forestry (AF) Zoning District to Low-Density, Single-Family Residential Zoning District (R-1). Within the R-1 Zoning District, lots require a minimum lot size of 9,600 sf and a minimum lot width of 80 feet. The three proposed lots meet these requirements. There are currently no buildings on the subject property. This was reviewed by the Public Works/Finance Committee on 6/10/2019 and recommended for approval.

ACTION: Approve the lot division request with no conditions.

C. Beer Garden Request for Rendezvous in the Park 2019 -Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Rendezvous in the Park is requesting that the City Council pass a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park on July 18, 19 and 20, 2019, from 4:00 p.m. to 10:00 p.m. There will be food vendors, live music, and other activities at the event. As has been approved in the past, the entire fenced off area will be designated as the beer garden to allow families to be together to watch the music festivities, as well as a secured internal alcohol dispensing area. There have been no problems associated with this set-up. Also, the fenced off area will not block public access to the restroom facility (beer garden location map attached). Police Chief James Fry is supportive of Rendezvous in the Park providing its own security as done previously. There have been no problems associated with alcohol at this event in the past. This request has also been reviewed by the City Attorney. This item was reviewed by the Administrative Committee on June 10, 2019, and recommended for City Council approval.

ACTION: Approve beer garden request for Rendezvous in the Park 2019 and adopt the attached Resolution.

D. Request by Rendezvous in the Park to Waive Permit Fees – Gary J. Riedner

Rendezvous in the Park Music and Arts Festival, is an annual event which was originally sponsored by the City of Moscow. The event is now in its 38th consecutive year and Rendezvous in the Park, Inc. a non-profit corporation, has been putting on the event for the past several decades. Rendezvous in the Park is held annually in East City Park, and is a major signature summertime music and arts festival. Each year Rendezvous in the Park, Inc. requests waiver of fees associated with installation of the downtown banner advertising the event, as well as fees for sanitation services. Staff has authority to waive those fees and has traditionally granted the waiver. Staff has received a request from Rendezvous in the Park, Inc. co-President Cyndi Faircloth, requesting waiver of the following additional fees: 1. Stage rental at \$75 per day for 5 days (\$375); 2. Recycling fee at \$50; 3. Alcohol permit fee at \$100 and tax at 25.50 (\$125.50), for a total cost is \$550.50. The rationale for waiver of these fees is in recognition of Rendezvous in the Park's origin as a City-sponsored event, which continues to benefit the City, and is now being produced by the non-profit organization at no additional cost to the City. Staff is requesting that authority be granted to the City Supervisor to waive such fees at his/her discretion in the future. This was reviewed by the Administrative Committee on June 10, 2019 and recommended for approval.

ACTION: Approve waiver of City fees associated with 2019 Rendezvous in the Park Music and Arts Festival, and that the City Supervisor be granted the authority to waive such fees in the future at his/her discretion.

Bettge moved, Boland seconded, approval of the consent agenda as presented. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

2. Staff Recognition Report - Gary J. Riedner

Gary introduced Brad Johnson, Division Administrator of POST. He provided highlights of Fry's work history and accomplishments and presented the POST Executive award, and Fry said a few words.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

David Hall, Wallen Rd, Moscow, commented that another season of Farmers Market isn't supporting recycling. The FMC has been studying it and he feels it is about time to get something started.

Victoria Lilly, Lilly St, Moscow, said she is loving the wisescapes outside City Hall. The mural on the Water Department building is beautiful.

Dulce Kersting-Lark, introduced Kendra Ewing with the Chamber of Commerce. Ewing described the Crossroads: Change in Rural America Smithsonian exhibit visiting Moscow at the Chamber with a series of events, beginning Saturday, June 22 with a bus tour and an opening party on August 23.

5. Public Hearing: Indian Hills East Addition Preliminary Plat and Planned Unit Development (ACTION ITEM) - Mike Ray

The applicant, Noel Blum, is proposing to subdivide a 41,151 square foot parcel located at 1330 Indian Hills Drive to allow for 10 single-family dwellings on lots ranging from 2,660 sf to 3,910 sf in size. Mr. Blum is also requesting a PUD to allow for a reduction in the minimum lot size, minimum lot width, setbacks, and to accommodate a private street through the development. The Planning and Zoning Commission conducted a public hearing for this matter on May 22, 2019 and recommended approval of the preliminary plat with two conditions and recommended approval of the PUD with no conditions.

1. Conduct the public hearing upon the proposed PUD and upon consideration of any testimony presented, approve the PUD for Indian Hills East Addition; or approve the PUD with conditions; or reject the PUD; or take other action as deemed appropriate.
2. In accordance with the decision upon the PUD, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.
3. Conduct the public hearing upon the proposed Indian Hills East Addition preliminary plat and upon consideration of any testimony presented, approve the preliminary plat with the two (2) conditions recommended by staff; or approve the preliminary plat with no conditions; or reject the preliminary plat; or take other action as deemed appropriate.
4. In accordance with the decision upon the preliminary plat, adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria; or direct Staff to prepare a Reasoned Statement of Relevant Criteria for the Council's consideration at a future meeting.

Ray introduced the item by describing the neighborhood zoning, comprehensive plan designation, and the Residential Office Zone and PUD requirements. Street and utility systems were described. A

"Type A" buffer is required and the parkland requirement has been met.

The City is not responsible for maintenance of the private drive. The developer can set up a homeowners association for the maintenance. Homeowners would be responsible for the landscaping including the adjacent tree lawn. With the lack of space in the backyard on the west side of the development, the driveways were allowed to be 17 feet and may overhang the sidewalk.

Mayor Lambert opened the public hearing at 7:31 p.m.

Curtis Blum, Highway 8 Troy, applicant, explained they are trying to create affordable housing in the \$250,000-275,000 range with 1500-2000 square feet. He confirmed an HOA would be created for maintenance.

Garrett Thompson, Pinecrest Rd Moscow, said he gives the project his blessing.

Chris Sawyer, Sherwood St Moscow, feels this is a great asset for Moscow. He is a real estate agent and these types of options are limited.

The public hearing was closed at 7:35 p.m.

Boland moved to approve the PUD for Indian Hills East Addition. Taruscio seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Boland moved to approve the preliminary plat with the two conditions recommended by staff (1. the construction of the proposed private street shall meet current City standards including the dedicated easement for public and franchise utilities, 2. the proposed detention pond shall meet the current Moscow Stormwater Runoff Control Standards). Bettge seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bettge move to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria regarding the PUD. Taruscio seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Taruscio moved to adopt the Planning and Zoning Commission's Reasoned Statement of Relevant Criteria regarding the preliminary plat. Bonzo seconded. Roll Call
Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. Ice Rink Extension Request (ACTION ITEM) – Gary J. Riedner

By adoption of Resolution 2017-13 on June 19, 2017, the Moscow City Council approved a commitment of \$1 million of Hamilton Funds to Palouse Ice Rink for construction of an ice rink facility. The Resolution sets the parameters of the City's commitment, which expires on June 28, 2019. The Palouse Ice Rink applied for an extension of the conditional use permit for the ice rink at its current location and that conditional use permit was granted by the Moscow Zoning Board of Adjustment on May 22, 2019, and has a term of three years, with an expiration date of May 22, 2022. Christina Randal, fundraiser for the Palouse Ice Rink, has asked to meet with the City Council to request an extension of the City's commitment of \$1 million of Hamilton funds. Staff has attached the request and accompanying materials, as well as documents pertinent to the original request and

commitment.

PROPOSED ACTIONS: Receive request for extension of \$1 million of Hamilton Funds from Palouse Ice Rink and approve request with conditions; or deny request; or take such other action deemed appropriate.

Riedner introduced the item as written above. If the Council extends funding, staff recommends continuing the conditions in the original resolution. The Hamilton fund has a little over \$2 million.

Christina Randal, Logan St Moscow, asked Palouse Ice Rink (PIR) Board Member Travis Wambecke to provide the presentation.

The meeting was recessed at 7:44 p.m. and reconvened at 7:50 p.m.

Wambecke, Lorian Ln Moscow, provided a background of the ice rink beginning in 2001. PIR is a non-profit with 9 board members. The ice rink provides physical activity and education programs as well as brings economy to the city. With a full size rink, PIR would be able to host tournaments. PIR is looking for major organizations and partners to help leverage the community support to complete this project. A renewed commitment of \$1 million of matching Hamilton funds can motivate donors to contribute to this effort and help us raise the funds needed. Project costs, current donations and operational costs were discussed. PIR has approached corporate and major donors outside the Moscow community as well as grants. They have also looked at different locations but all increase costs.

Boland moved to extend the terms of the Hamilton Funds for the PIR in conjunction with the extension of the CUP and direct staff to draft a resolution with updated numbers. Zabala seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Surplus of Fire Engine to Rural Fire Districts (Genesee and Wheatland) (ACTION ITEM) – Gary J. Riedner

In April of 2018, the City of Moscow took delivery of a new fire engine to replace the existing Engine 26, and the following spring took delivery of a second new engine to replace Engine 27. The two retired engines have been surplused and retired from service. The City listed retired Engine 26 for sale in the summer of 2018 for \$25,000. No offers were received. The engine was also listed with a consignment fire apparatus dealer in Colorado and no offers have been received. Chief Nickerson has contacted local fire departments to determine interest in the retired engines. In April 2019, Wheatland Fire Protection District contacted the City to offer \$3,500 on several year payment-plan for retired Engine 26. Genesee Fire Department also noted interest in retired Engine 27. With the lack of interest in resale of both retired engines, they will continue to sit idle, requiring storage and maintenance by City staff. Both Wheatland and Genesee agencies face limited resources, as they serve smaller rural communities. As such, City staff proposes selling retired Engine 26 to the Wheatland Fire Protection District for \$1 and retired Engine 27 to the Genesee Fire Department for \$1. This was reviewed by the Administrative Committee on June 10, 2019 and recommended for approval.

PROPOSED ACTIONS: (1) Approve sale of retired Engine 26 to Wheatland Fire Protection District for \$1, or take other such action deemed appropriate. (2) Approve sale of retired Engine 27 to Genesee Fire Department for \$1 or take other such action deemed appropriate.

Riedner introduced the item as written above. Nickerson introduced Mayor Steve Odenborg and Fire Chief Bill Krick of Genesee. Krick said a few words and thanked the City Council for consideration of the donation. Nickerson introduced Assistant Chief Schnatz of Wheatland who said a few words of thanks. Bettge moved and Taruscio seconded to approve the sale of retired Engine 26 to Wheatland Fire Protection District for \$1, the sale of retired Engine 27 to Genesee Fire Department for \$1. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Transportation Commission - Boland reported the grand opening for the pedestrian bridge on Third Street is scheduled for July 29.

Moscow Arts Commission - Bettge said the Commission worked on the calendar for the Third Street Gallery events and discussed possible funding account for art related requests.

Moscow Pathway Commission - Zabala heard a presentation by Amber Corvalis regarding the northeast Chipman Trail.

Palouse Basin Aquifer Committee – Zabala said the Committee had their retreat and discussed funding opportunities for grants and pursuit for a more robust public involvement.

Planning and Zoning Commission - Zabala reported the Commission finalized recommendation for the use table and discussed accessory dwelling units.

Council Members reported on other events

Mayor

Mayor Lambert said he attended the Airport Board where they rejected bids for fencing and the old WSU buildings.

Staff

No report.

ADJOURN to Executive Session per Idaho Code 74-206 (1)(a) – The meeting will not reconvene.

Bonzo moved, Boland seconded to adjourn to executive session at 8:45 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
June 17, 2019**

Present: Mayor Lambert, Art Bettge, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Anne Zabala

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

The executive session was called to order at 8:49 p.m.

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

The executive session was adjourned at 9:59 p.m.

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

Public Works/Finance Committee on June 10, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report May 2019 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending May 31, 2019. A summary of the major expenditures has been approximated by category and represents 93% of the total expenditure of \$3,336,865.36.

Payroll	\$1,058,571.00
Professional Services	\$110,472.00
Sanitation	\$291,201.00
Capital Outlay - Vehicles	\$151,137.00
Capital Outlay	\$998,303.00
Capital Outlay - Improvements	\$56,767.00
Supplies	\$62,785.00
Utilities	\$68,938.00
Contractual Payments	\$247,196.00
ACH Wells Fargo	\$41,704.00
Total	\$3,087,074.00

STAFF RECOMMENDATION

Approve the report.

PROPOSED ACTIONS

ACTION: Approve the Disbursements Report for the month of May, 2019.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report May 2019
2. Revenue May 2019

3. Cash and Investments May 2019

DISBURSEMENTS REPORT FOR MAY 2019																
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		5/1/2019	5/2/2019	5/9/2019	5/9/2019	5/15/2019	5/16/2019	5/23/2019	5/30/2019	5/30/2019	5/13/2019	5/15/2019	5/10/2019	5/24/2019		
BATCH #		00002.05.2019	00001.05.2019	00003.05.2019	00004.05.2019	00007.05.2019	00005.05.2019	00008.05.2019	00009.05.2019	00011.05.2019	00006.05.2019 00010.05.2019	00002.05.2019 00003.05.2019 00004.05.2019 00005.05.2019	00100.05.2019	00200.05.2019 00201.05.2019		
CHECK #'s		91036	91037-91118	91119-91222	91223	91224	91225-91276	91277-91345	91346-91399	91400	May CC ACHs	91061911839129991376	20970-20978	20979-20987		
Fund #																0.00
101	ACH for Wells Fargo to be Imported															
105	GENERAL		158,069.05	27,307.84			8,507.15	20,612.23	14,850.82		21,316.53	(221.00)	295,148.51	320,060.61		865,651.74
120	STREETS		105,457.33	21,520.07			623.24	10,866.51	6,245.74		1,080.40		24,748.59	29,660.03		200,201.91
125	RECREATION AND CULTURE		3,561.59	28,042.42	5,534.00		13,696.96	21,982.28	846.36		3,637.74		57,739.68	60,082.93		195,123.96
121	MSD COMM. PLAY FIELDS		112.46	3,494.93			562.91	595.90					1,695.14	1,672.32		8,133.66
123	1912 CENTER						7,916.67									7,916.67
128	TRANSIT CENTER		169.16	975.00												1,144.16
220	WATER		5,400.48	58,359.92		1,860.00	3,437.09	8,214.10	2,471.56		3,922.24		49,200.79	52,146.62		185,012.80
230	SEWER	7,000.00	38,426.35	37,142.56			21,210.20	9,485.51	2,156.63		2,968.23	(125.00)	53,394.46	43,010.19		214,669.13
240	SANITATION		12,404.15	101,216.36			172,951.13		7,003.00				5,360.79	5,454.90		304,390.33
290	FLEET		73,287.33	8,522.03			984.59	61,980.27	56,419.14		1,428.03		11,382.60	11,526.30		225,530.29
295	INFORMATION SYSTEMS		34.25				26,109.75	50.00			7,350.58		18,110.80	18,175.68		69,831.06
320	WATER CAPITAL PROJECTS		3,705.00	13,190.00			44,650.70									61,545.70
330	SEWER CAPITAL PROJECTS			2,450.00												2,450.00
340	SANITATION CAPITAL PROJ															0.00
350	CAPITAL PROJECTS		9,833.10	7,800.00			15,383.49	131,591.36	830,656.00	807,656.00		(807,656.00)				995,263.95
355	LID CONSTRUCTION															0.00
380	HAMILTON - PARKS & REC															0.00
590	BONDS & INTEREST															0.00
	TOTAL	7,000.00	410,460.25	310,021.13	5,534.00	1,860.00	316,033.88	265,378.16	920,649.25	807,656.00	41,703.75	(808,002.00)	516,781.36	541,789.58		3,336,865.36

WIRE Transfers:

Jim Boland, Chair

Art Bettge

Anne Zabala

Sarah L. Banks, Finance Director

RECEIPTS REPORT FOR MAY 2019

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	30,924.58	86,585.06	93,925.14	409,004.12	133,224.84	12,263.07	44,209.26	10,233.17	257.00	4,258.95	824,885.19
105	STREETS	4,264.88	0.00	0.00	312,450.47	24,435.80	0.00	0.00	539.00	0.00	0.00	341,690.15
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	74,030.75	0.00	0.00	0.00	250.00	0.00	74,280.75
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	1,404.16	0.00	0.00	0.00	0.00	54.05	1,458.21
220	WATER	0.00	0.00	0.00	0.00	500,581.49	0.00	58,039.53	1,429.00	0.00	0.00	560,050.02
230	SEWER	0.00	0.00	0.00	0.00	616,118.23	0.00	0.00	506.25	0.00	0.00	616,624.48
240	SANITATION	0.00	0.00	0.00	0.00	413,347.96	0.00	0.00	2,000.00	39.90	0.00	415,387.86
290	FLEET	0.00	0.00	0.00	-181.26	76,052.62	0.00	0.00	0.00	0.00	0.00	75,871.36
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	102,851.67	0.00	0.00	2,099.50	0.00	0.00	104,951.17
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	751.07	0.00	0.00	0.00	2,570.00	0.00	1,075.07	4,396.14
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	304.82	304.82
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	4,938.60	0.00	0.00	0.00	4,938.60
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	35,189.46	86,585.06	93,925.14	727,330.15	1,942,047.52	12,263.07	107,187.39	19,376.92	546.90	5,692.89	3,030,144.50

City of Moscow
Cash and Investments
Balances as of 5/31/2019

Fund		Year to Date Balance
General Fund	\$	5,237,787.87
Street Fund	\$	1,737,321.89
Culture & Recreation	\$	1,490,596.06
MSDCPF	\$	136,836.90
1912 Fund	\$	48,857.46
Transit Center	\$	66,426.87
Water Fund	\$	3,086,435.59
Sewer/WWTP	\$	4,535,341.02
Sanitation Fund	\$	2,647,066.68
Fleet Fund	\$	3,072,665.59
Information Systems	\$	1,790,595.33
Water Capital	\$	6,369,647.34
Sewer Capital	\$	9,227,151.77
Capital Projects	\$	2,362,006.44
Sanitation Capital	\$	5,263,442.13
LID construction	\$	159,923.18
Hamilton	\$	2,385,031.01
Bond & Interest	\$	14,453.95
LID Funds	\$	22,358.59
Payroll Service	\$	554,123.85
Total Cash & Investments	\$	50,208,069.52

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This was reviewed by the Public Works Finance Committee on June 24, 2019 and recommended for denial.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Indian Hills 9th Phase 2 Design Standard Variance - Bob Buvel

DESCRIPTION

The City of Moscow executed a Development Agreement with Indian Hills Trading Company, LLC on July 31st of 2018. The agreement requires the developer to construct the standard public improvements along the Myrtle Street right-of-way from Southview Avenue to Palouse River Drive. The improvements are expected to be constructed by October 31st of this year.

Public works has recently received a request from the developer for a variance from the requirement that sidewalks be installed on both sides of Myrtle Street, and that they instead be allowed to reduce their development cost by only constructing the walk along the west side. Myrtle Street was platted within the Indian Hills 8th Addition Plat as a local street with a 60' wide right of way. The development agreement for Indian Hills 8th Addition included a clause allowing deferment of the Myrtle Street public improvements as follows:

“DEVELOPER agrees that CITY shall allow for the deferment of the otherwise-required construction of that portion of Myrtle Street which is located within the boundaries of the Indian Hills 8th Addition and that no building permits shall be issued for or upon DEVELOPER’s remaining property situated between the current location of US-95 and the subject portion of Myrtle Street until such time as such portion of Myrtle Street is constructed by DEVELOPER and accepted by CITY.”

Similarly, the development agreement for Indian Hills 9th Addition, executed on July 31st of 2018 restated the condition as:

“DEVELOPER agrees that no building permits shall be issued for or upon Lot 1, Lot 2, or Lot 3 of Block 2 until such time as the portion of Myrtle Street, which is located within the boundaries of the Indian Hills 8th Addition, has been constructed by DEVELOPER and accepted by CITY.”

Design standards for all City streets have long required the installation of sidewalk on both sides of the street. Staff has determined that no special conditions exist peculiar to the property that merit approval of the variance.

STAFF RECOMMENDATION

Recommend denial of the variance request and require Indian Hills Trading Company to install sidewalks on both sides of Myrtle Street in accordance with City standards and the development agreement.

PROPOSED ACTIONS

ACTION: Deny the variance request and require Indian Hills Trading Company to install sidewalks on both sides of Myrtle

Street in accordance with City standards and the development agreement.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. IH9p2 C4.1
2. Executed Development Agreement Indian Hills 9th 7.31.18
3. Indian Hills 9th Phase 2 Variance Request

**DEVELOPMENT AGREEMENT
BETWEEN INDIAN HILLS TRADING COMPANY, L.L.C.,
AND CITY OF MOSCOW, IDAHO**

THIS DEVELOPMENT AGREEMENT BETWEEN INDIAN HILLS TRADING COMPANY, L.L.C., AND THE CITY OF MOSCOW, IDAHO is entered into this 31st day of July, 2018, by and between Indian Hills Trading Company, L.L.C., an Idaho Limited Liability Company, P O Box 106, Ritzville, Washington, 99169 (hereinafter "DEVELOPER"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY");

WITNESSETH:

WHEREAS, DEVELOPER desires to develop property to be known as Indian Hills 9th Addition subdivision in the City of Moscow, Latah County, Idaho; and

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

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

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

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

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

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

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

I. PROPERTY AFFECTED:

This Agreement affects property to be known as Indian Hills Ninth Addition Subdivision within the City of Moscow, Latah County, Idaho, more particularly described as follows:

BLOCK 1 BOUNDARY DESCRIPTION

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows; Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89°30'24" E 281.31 feet to a point; thence N 0°29'36" E 30.00 feet to a point on the northerly right-of-way line of said Palouse River rive; thence N 89°30'24" W 116.48 feet; thence N 1°02'00" W 489.73 feet; thence N 70°00'00" W 369.83 feet to a point on the easterly right-of-way line of Highway 95; thence along said right-of-way line N 21°11'10" E 134.11 feet; thence continuing along said right-of-way line which is a curve to the left having a central angle of 1°45'35", a radius of 3007.75 feet and chord length of 92.37 feet, bearing N 20°18'23" E to a point; thence continuing along said right-of-way line which is a curve to the left having a central angle of 4°23'58", a radius of 3007.75 feet and chord length of 230.89 feet, bearing N 17°13'37" E to a point on the southerly right-of-way line of Southview Avenue; thence N 14°27'21" E 60.00 feet to a point on the southerly right-of-way line of Southview Avenue, also being on the easterly right-of-way line of said Highway 95, and THE TRUE POINT OF BEGINNING for this description; thence continuing along said Highway 95 right-of-way line which is a curve to the left having a central angle of 3°33'36", a radius of 3007.75 feet and chord length of 186.85 feet, bearing N 12°06'15" E; thence S 89°58'49" E 418.79 feet to a point on the northwesterly boundary line of Indian Hills 8th Addition; thence continuing along said boundary line S 0°47'43" W 60.97 feet; thence continuing along said boundary line which is a curve to the left having a central angle of 66°25'19", a radius of 100.00 feet and a chord length of 109.54 feet, bearing S 34°00'22" W; thence continuing along said boundary line S 0°47'43" W 93.93 feet; thence continuing along said boundary line which is a curve to the right having a central angle of 1°52'20", a radius of 270.00 feet and a chord length of 8.82 feet, bearing S 1°43'53" W; thence continuing along said boundary line which is a curve to the right having a central angle of 101°32'13", a radius of 20.00 feet, and a chord length of 30.98 feet bearing S 53°26'10" W to a point on the northerly right-of-way line of said Southview Avenue; thence continuing along said right-of-way line N 75°47'44" W 368.46 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 2.06 acres more or less.

BLOCK 2 BOUNDARY DESCRIPTION

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows; Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89°30'24" E 281.31 feet to a point; thence N 0°29'36" E 30.00 feet to a point on the northerly right-of-way line of said Palouse River Drive and THE TRUE POINT OF BEGINNING for this description; thence N 89°30'24" W 116.48 feet; thence N 1°02'00" W 489.73 feet; thence N 70°00'00" W 369.83 feet to a point on the easterly right-of-way line of Highway 95; thence along said right-of-way line N 21°11'10" E 134.11 feet; thence continuing along said right-of-way line which is a curve to the left having a central angle of 1°45'35", a radius of 3007.75 feet and chord length of 92.37 feet, bearing N 20°18'23" E to a point; thence continuing along said right-of-way line which is a curve to the left having a central angle of 4°23'58", a radius of 3007.75 feet and chord length of 230.89 feet, bearing N 17°13'37" E to a point on the southerly right-of-way line of Southview Avenue; thence continuing along said right-of-way line S 75°47'44" E 373.78 feet; thence continuing along said right-of-way line which is a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, and chord length of 28.28 feet bearing S 30°47'44" E to a point on the westerly right-of-way line of Myrtle Street; thence continuing along said right-of-way line S 14°12'16" W 114.46 feet; thence continuing along said right-of-way line which is a curve to the left having a central angle of 15°13'10", a radius of 530.00 feet, and a chord length of 140.37 feet bearing S 6°35'41" E; thence continuing along said right-of-way line S 1°00'54" E 652.67 feet; thence continuing along said right-of-way line which is a curve to the right having a central angle of 91°30'30", a radius of 20.00 feet, and chord length of 28.65 feet bearing S 44°44'21" W to a point on the northerly right-of-way line of said Palouse River Drive; thence continuing along said right-of-way line S 0°29'36" W 9.99 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 6.21 acres more or less.

BLOCKS 3 & 4 BOUNDARY DESCRIPTION

A tract of land located in the Southwest quarter of Section 17, T. 39 N., R. 5 W., B.M., City of Moscow, Latah County, State of Idaho, more particularly described as follows; Commencing at the Southwest corner of Section 17 running thence along the centerline of Palouse River Drive S 89°30'24" E 1441.13 feet to a 2" aluminum centerline monument; thence N 00°29'36" E 40.00 feet to a point on the northerly right-of-way line of said Palouse River Drive also being the southeast corner of Lot 1, Block 3 and the boundary of Indian Hills 8th Addition; thence continuing along said boundary N 1°00'54"

W 254.36 feet along the easterly line of said Lot 1, Block 3 to the northeasterly corner of said lot; thence S 89°30'24" E 202.37 feet to the TRUE POINT OF BEGINNING for this description; thence N 15°11'59" E 267.99 feet; thence N 72°04'12" W 363.70 feet; thence N 78°00'34" W 100.88 feet to a point on the easterly right-of-way line of Nursery Street, also being the easterly boundary of said Indian Hills 8th Addition; thence continuing 60.56 feet along said boundary line which is a curve to the left having a central angle of 10°30'50", a radius of 330.00 feet, and a chord length of 60.47 feet bearing N 13°25'35" W; thence continuing 31.05 feet along said boundary line which is a curve to the right having a central angle of 88°57'44", a radius of 20.00 feet, and a chord length of 28.03 feet bearing N 25°47'52" E to a point on the southerly right-of-way line of Southview Avenue; thence continuing along said right-of-way line N 70°16'43" E 10.00 feet to a point on the easterly boundary line of said Indian Hills 8th Addition; thence continuing along said boundary line N 19°43'17" W 60.00 feet to a point on the northerly right-of-way line of said Southview Avenue; thence continuing along said right-of-way line S 70°16'43" W 94.55 feet; thence continuing 202.05 feet along said right-of-way line which is a curve to the right having a central angle of 26°36'47", a radius of 435.00 feet, and a chord length of 200.24 feet bearing S 83°35'07" W to a point on the easterly boundary of said Indian Hills 8th Addition; thence continuing along said boundary line N 11°46'11" E 81.07 feet to a point on the southerly boundary line of Indian Hills 7th Addition; thence continuing along said boundary line N 85°57'42" E 75.00 feet; thence continuing along said boundary line N 70°24'43" E 119.39 feet; thence continuing along said boundary line N 60°14'56" E 110.00 feet; thence continuing along said boundary line N 74°38'16" E 102.42 feet; thence continuing along said boundary line S 81°30'21" E 117.17 feet; thence continuing along said boundary line S 61°56'24" E 225.73 feet; thence continuing along said boundary line S 67°12'04" E 330.00 feet; thence continuing along said boundary line S 72°09'24" E 123.79 feet to a point on the westerly right-of-way line of Alice Street; thence continuing along said boundary line S 89°43'04" E 60.00 feet to a point on the easterly right-of-way line of Alice Street, said point also being on the westerly boundary line of Indian Hills 2nd Addition; thence S 00°16'56" W 402.44 feet; thence N 89°30'24" W 518.14 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 8.84 acres more or less.

II. PUBLIC IMPROVEMENTS:

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

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

DEVELOPER agrees that no building permits shall be issued for or upon Lot 1, Lot 2 or Lot 3 of Block 2 until such time as the portion of Myrtle Street, which is located within the boundaries of the Indian Hills 8th Addition, has been constructed by DEVELOPER and accepted by CITY.

III. TERM:

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

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

IV. CITY'S COVENANT:

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

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

V. DEVELOPER'S COVENANT:

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

- C. DEVELOPER agrees that DEVELOPER shall construct the public improvements described in Section II of this Agreement, within twelve (12) months from the date of the issuance of the first building permit in the development; and
- D. If DEVELOPER fails to complete installation of the required public improvements within twelve (12) months from the date of the issuance of the first building permit, to CITY standards and as per the approved plans, CITY shall revoke occupancy of the entire development and shall revoke any applicable permit issued to DEVELOPER by CITY.

VI. SECURITY FOR IMPROVEMENTS:

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

VII. FORM OF SECURITY:

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

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

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

VIII. WARRANTY

- A. All required public improvements, once constructed and accepted by CITY for ownership and maintenance, shall remain free of defects in materials and workmanship for a period of one (1) year following the date of CITY's written acceptance of such required public improvements (i.e., warranty period).
- B. DEVELOPER shall be responsible for correcting any and all deficiencies which occur within the one (1) year warranty period.
- C. Prior to issuance of any building permit in the development, a warranty Security or performance bond in the amount of fifteen percent (15%) of the estimated value of the required public improvements, as determined by the City Engineer, shall be furnished to CITY by the DEVELOPER. This warranty Security shall be held by the CITY, or shall name the CITY as a holder of the warranty or as the beneficiary of the bond, and shall be in effect for a minimum period of one (1) year from the date of CITY's written acceptance of the public improvements described in Section II of this Agreement.
- D. If DEVELOPER fails to correct all deficiencies within a reasonable amount of time, CITY may claim the warranty Security and correct the deficiencies.
- E. The warranty Security may be in any form allowed under Section VII of this Agreement.

IX. PARKLAND DEDICATION:

The parkland dedication requirement for the Indian Hills 9th Addition to the City of Moscow, Idaho was fulfilled via The Parkland Exchange Agreement 2018-020 which was approved by the Moscow City Council on April 2nd, 2018.

- X. PHASING: No phasing has been requested for this development.

XI. AS-CONSTRUCTED DRAWINGS:

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

XII. FAILURE TO COMPLY:

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

XIII. BINDING ON HEIRS, ASSIGNS AND PURCHASER:

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

XIV. OCCUPANCY:

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

XV. VENUE AND ATTORNEY FEES:

The Parties agree that, should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah.

XVI. MODIFICATION:

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

XVII. COVENANTS TO RUN WITH LAND:

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

XVIII. NOTICES:

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

DEVELOPER

Indian Hills Trading Company, L.L.C.
P O Box 106
Ritzville, WA 99169
Attn: Sally Powers
Phone: (509) 659-0274

CITY

City of Moscow, Idaho
Bill Lambert, Mayor
P O Box 9203
Moscow, ID 83843
Phone: (208) 883-7000
Facsimile: (208) 883-7018

XIX. UNDERSTANDING:

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

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

DEVELOPER:

Indian Hills Trading Company, L.L.C.

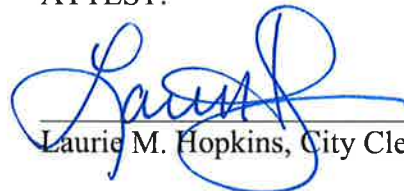

Sally Powers, Member/Manager

CITY:

City of Moscow, Idaho


Bill Lambert, Mayor

ATTEST:


Laurie M. Hopkins, City Clerk

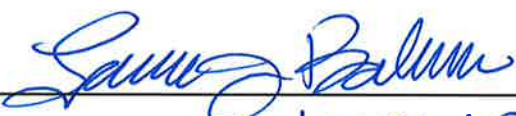
STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 16th day of July, 2018, before me, the undersigned, a Notary in and for said State, personally appeared Sally Powers known to me to be the Manager of Indian Hills Trading Company, L.L.C., the Idaho limited liability company whose name is subscribed to the foregoing and acknowledged to me she executed the same for and in behalf of said company, as its duly authorized agent.

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

(seal)

Notary Public
State of Washington
Laura J Baker
Commission Expires
08-04-2020


NOTARY PUBLIC LAURA J. BAKER
Residing at ISSAQUAH WA
My Commission EXP 8/4/2020



City of Moscow

221 E Second St
Moscow ID 83843
Phone (208) 883-7022
Fax (208) 883-7033

Permit Number: ENG2018-0031

FEES / RECEIPT

Date: Friday, July 20, 2018

OWNER: INDIAN HILLS TRADING CO INC
C/O SALLY POWERS
PO BOX 106
RITZVILLE, WA 99169
(509) 659-0274

Type: Engineering

Water Meter Size:

Site Address:

FEE SUMMARY

Date	Description	Fee Amount	Paid	Balance Due
05/15/2018	PUD/Subdivision/Plat Review	\$988.00	(\$988.00)	\$0.00
05/17/2018	Public Improvement Review	\$995.00	(\$995.00)	\$0.00
05/22/2018	Engineering Inspection	\$11,178.95	(\$11,178.95)	\$0.00
06/15/2018	Security	\$0.00	\$0.00	\$0.00
07/11/2018	Security	\$3,600.00	(\$3,600.00)	\$0.00
Total Due:		\$16,761.95	(\$16,761.95)	\$0.00

NOTICE: Fee charges at submittal are partial payments only. Final fees will be assessed after review of plans and other project data is completed.

PAYMENT TRANSACTIONS

DATE	RECEIPT #	METHOD	PAYEE/COMMENT	AMOUNT
06/15/2018	REC009805	CHECK - 1229	SALLY POWERS / Security for Erosion and Sediment Control	(\$3,480.00)
		105-000-00-220-00	Security	(\$3,480.00)
06/15/2018	REC009806	VOID	/ Entered on wrong permit.	\$3,480.00
		105-000-00-220-00	Security	\$3,480.00
07/20/2018	REC010042	CHECK	SALLY POWERS / 1003	(\$16,761.95)
		101-000-00-421-18	Engineering Inspection	(\$11,178.95)
		101-000-00-421-18	Public Improvement Review	(\$995.00)
		101-000-00-421-18	PUD/Subdivision/Plat Review	(\$988.00)
		105-000-00-220-00	Security	(\$3,600.00)

Indian Hills Trading Co, LLC

May 30, 2019

Bob Buvel, P.E. Staff Engineer City of Moscow
221 East 2nd Street
Moscow, ID 83843

Re: Indian Hills 9th Addition; Myrtle Street Approval

Dear Bob;

Indian Hills Trading Company, LLC (IHTC) has submitted Myrtle Street construction drawings to the City of Moscow (City) for approval, and are hereby requesting a variance in conjunction with this approval. Specifically, the sidewalk located on the east side of Myrtle, not be required to be installed as part of this project. While we understand the City's construction requirements, approval of this variance request will not significantly reduce the functionality and usability of Myrtle Street.

This variance request sidewalk would be installed on the side of the Campus Crest project, where a significant slope exists (see attached drawing C4.1 by HEDCO dated 3/1/2019). Access and usability of this sidewalk section will be limited; existing sidewalks and the new sidewalk to be installed on the west side of Myrtle provide substantial pedestrian connectivity and already achieve a high walkability factor for the area.

When the Campus Crest project was originally developed, the Myrtle Street location was originally seen as an alley or service road, not a full city street with sidewalks. Otherwise a portion of these improvements would have been required to be installed when the Campus Crest project was developed. While we understand plans can change over time, the change to a full City street puts additional burden on IHTC that was not originally anticipated, and the deletion of this sidewalk section will provide a partial relief of this burden.

We look forward to your positive response to this variance request.

Sincerely,

On behalf of Indian Hills Trading Company, LLC



John Powers

Cc Jack Hammond, HEDCO, Inc

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Nate Suhr,
Senior Engineering Technician

REVIEWED BY

This was reviewed by the Public Works/Finance
Committee on June 24, 2019, and recommended for
approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

State/Local Agreement – Project Development – 3rd Street Safety Improvements Phase 1 - Alisa
Anderson / Nate Suhr

DESCRIPTION

In 2017 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). This program is federally funded and is aimed at reducing Fatal and Serious Injury crashes on local roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single area or system-wide projects that are based on improving safety in the proposed project area.

The City has been awarded \$388,245 in federal funds requiring a 7.34% match of \$30,755 with total project costs estimated at \$419,000. The project is located on Third Street (aka Hwy. 8) From Lieuellen Street to 150' east of Lilly Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 1 proposed improvements.

The City has received a State/Local Agreement from ITD for Project Development of Phase I of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project which is scheduled for construction in FY2021.

A Resolution has also been prepared as part of the State/Local Agreement.

STAFF RECOMMENDATION

Approve the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A020(483) 3rd Street Safety Improvements Phase 1, Moscow, Latah County, Key No. 20483.

PROPOSED ACTIONS

ACTION: Approve the State/Local Agreement (Project Development) and corresponding Resolution,

Project No. A020(483) 3rd Street Safety Improvements Phase 1, Moscow, Latah County, Key No. 20483.

FISCAL IMPACT

\$30,755 or 7.34% in matching funds in Capital Projects Budgets for FY2019 and proposed FY2020.

PERSONNEL IMPACT

ATTACHMENTS

1. 20483 State Local Agreement Project Development PH1
2. 3rdStLHSIPPhase1.2.Diagram
3. PH 1 Resolution

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A020(483)
3RD ST SAFETY IMPRV PH1, MOSCOW
LATAH COUNTY
KEY NO. 20483**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF MOSCOW, acting by and through its Board of Commissioners, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 20483, described as a replacement of curb, pedestrian ramps, sidewalk, and installation of additional roadway lighting. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$61,000**
 - (PE-\$2,000, PL-\$10,000, PC-\$49,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$61,000**
 - (CE-\$2,000, CL-\$10,000, CC-\$49,000)
 - e. **Construction - \$297,000**
 - f. **Total Estimated Project Costs - \$419,000**
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current **estimate** \$30,754.60);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.

- e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
 - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.

- c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Products and Plans Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Moscow.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Products and Plans
Division Administrator

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:20483 SLAPD.docx

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17



Scope of Proposed Third Street Improvements

Phase 1: Lieuellen Street to 150 Feet East of Lilly Street

Phase 2: 150 Feet East of Lilly Street to Jackson Street

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR PROJECT DEVELOPMENT OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 1; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Project Development) Project No. A020(483), 3rd Street Safety Improvements, Phase 1, Latah County, Key No. 20483 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") for the development of information, and described as a replacement of curb, pedestrian ramps, sidewalk, and installation of additional roadway lighting; and

WHEREAS, Project Development is to be performed by Consultant Engineers. The purpose of the Agreement is to set out the terms and conditions to accomplish the project development phase; by securing services of a consultant for project development services which must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, City is fully responsible for its share of Project costs;

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

That the Agreement for Federal Aid Highway Project A020 (483), to develop 3rd Street Safety Improvements, Phase 1 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

That this Resolution shall become effective as of the ____ day of July, 2019.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of July, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Nate Suhr,
Senior Engineering Technician

REVIEWED BY

This was reviewed by the Public Works/Finance
Committee on June 24, 2019, and recommended for
approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

State/Local Agreement – Project Development – 3rd Street Safety Improvements Phase 2 - Alisa
Anderson/Nate Suhr

DESCRIPTION

In 2018 the City applied for a grant through the Local Highway Technical Assistance Council (LHTAC) under the Local Highway Safety Improvement Program (LHSIP) which is managed by LHTAC on behalf of the Idaho Transportation Department (ITD). This program is federally funded and is aimed at reducing Fatal and Serious Injury crashes on roadway systems. LHSIP funds can be used for a variety of safety related projects that reduce the amount of crashes in a single or systemic area that is based on improving safety in the proposed project area.

The City has been awarded \$285,000 in federal funds requiring a 7.34% match of \$22,607 with total project costs estimated at \$308,000. The project is located on Third Street (aka Hwy. 8) 150' east of Lieuallen Street to Jackson Street. The project will include installation of LED luminaries to increase night-time visibility, replacement of sidewalk, curb, and gutter while eliminating unused existing driveways. The Moscow Urban Renewal Agency will also contribute to the project in assisting with funding for the luminaries as part of their goal to improve infrastructure amenities within the Legacy Crossing District. An aerial map is attached to this report showing the location of the Phase 2 proposed improvements.

The City has received a State/Local Agreement from ITD for Project Development of Phase 2 of this project which is attached to this report requiring a \$2,000 deposit for incidental services referred to in the Agreement. Funds to pay the 7.34% match are including in the FY2019 and proposed FY2020 budgets transferred from the 6th Street Pedestrian Improvements LHSIP project which has been deferred to be bid with this project which is scheduled for construction in FY2021.

A Resolution has also been prepared as part of the State/Local Agreement.

STAFF RECOMMENDATION

Approve the State/Local Agreement (Project Development) and corresponding Resolution, Project No. A021(997) 3rd Street Safety Improvements Phase 2, Moscow, Latah County, Key No. 21997.

PROPOSED ACTIONS

ACTION: Approve the State/Local Agreement (Project Development) and corresponding Resolution,

Project No. A021(997) 3rd Street Safety Improvements Phase 2, Moscow, Latah County, Key No. 21997.

FISCAL IMPACT

\$22,607 or 7.34% in matching funds in Capital Projects Budgets for FY2019 and proposed FY2020.

PERSONNEL IMPACT

ATTACHMENTS

1. 21997 State Local Agreement Project Development PH2
2. 3rdStLHSIPPhase1.2.Diagram
3. PH 2 Resolution

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A021(997)
3RD ST SAFETY IMPRV PH2, MOSCOW
LATAH COUNTY
KEY NO. 21997**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF MOSCOW, acting by and through its Board of Commissioners, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 21997, described as remove and replace concrete sidewalk, upgrade ADA pedestrian ramps, install curb and gutter, install LED Luminaires and install four high visibility thermoplastic crosswalks. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$44,000**
 - (PE-\$2,000, PL-\$10,000, PC-\$32,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$55,000**
 - (CE-\$2,000, CL-\$10,000, CC-\$43,000)
 - e. **Construction - \$209,000**
 - f. **Total Estimated Project Costs - \$308,000**
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current **estimate** \$22,607);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.

- e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
 - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.
 - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.

- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.

8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Products and Plans Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Products and Plans
Division Administrator

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:21997 SLAPD.docx

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

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3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17



Scope of Proposed Third Street Improvements

Phase 1: Lieuellen Street to 150 Feet East of Lilly Street

Phase 2: 150 Feet East of Lilly Street to Jackson Street

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR PROJECT DEVELOPMENT OF THE 3RD STREET SAFETY IMPROVEMENTS, PHASE 2; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Project Development) Project No. A021 (997), 3rd Street Safety Improvements, Phase 2, Latah County, Key No. 21997 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") for the development of information, and described as a replacement of curb, pedestrian ramps, sidewalk, and installation of additional roadway lighting; and

WHEREAS, Project Development is to be performed by Consultant Engineers. The purpose of the Agreement is to set out the terms and conditions to accomplish the project development phase; by securing services of a consultant for project development services which must follow the process outlined in the ITD Guidelines for Public Agency Projects; and

WHEREAS, ITD is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by ITD involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, ITD can only pay for work associated with the State Highway system; and

WHEREAS, City is fully responsible for its share of Project costs;

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

That the Agreement for Federal Aid Highway Project A021 (997), to develop 3rd Street Safety Improvements, Phase 2 is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

That this Resolution shall become effective as of the ____ day of July, 2019.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ____ day of July, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

Mia Vowels, City Attorney

REVIEWED BY

This was reviewed by the Administrative Committee on June 10, 2019.

ADDITIONAL PRESENTER(S)

James Fry, Police Chief

OTHER RESOURCES

AGENDA ITEM TITLE

Ordinance to Amend Moscow City Code to comply with statutory FBI Regulations Regarding Background Check Requirements for City Licensees (ACTION ITEM) - Mia Vowels / James Fry

DESCRIPTION

Public Law 92-544 allows the Federal Bureau of Investigation (FBI) to exchange criminal history information with state or local governmental entities if required by a state statute approved by the Attorney General of the United States. Idaho State Code 67-3008 provides that any unit of the state, city or local government may submit fingerprints to the FBI for employment or licensing if required to do so by statute, regulation, city or county ordinance.

The Criminal Justice Information Law Unit (CJILU) has completed its review of draft of City of Moscow Ordinance which amends Moscow City Code (MCC) Section 9-3-6 authorizing a fingerprint-based background check of applicants for a license as a peddler, solicitor, or canvasser; MCC § 9-4-5 authorizing fingerprint-based background checks of applicants for a secondhand dealer or pawnbroker license; MCC § 9-5-13 authorizing fingerprint-based background checks of applicants for a Taxicab, Pedicab, or Carriage license; MCC § 9-10-7 authorizing a fingerprint-based background checks of every applicant, license, owner, Director, staff individual 13 years of age or older residing at the premises of a daycare; and MCC § 9-11-5 authorizing a fingerprint-based background check of applicants for a vendor license. The CJILU has determined that if enacted as drafted, MCC §§§§§ 9-3-6, 9-4-5, 9-5-13, 9-10-7 and 9-11-5 would qualify for access to FBI CHRI pursuant to Pub. L. 92-544.

STAFF RECOMMENDATION

Approve the ordinance.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. BackgroundCheck;FBI(2019)pm6mv5(final)

ORDINANCE NO. 2019 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 9, CHAPTERS 3, 4, 5, 10, AND 11, TO COMPLY WITH STATUTORY REGULATIONS REGARDING THE BACKGROUND CHECK REQUIREMENTS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; APPROVING THE PUBLICATION OF A SUMMARY OF THE ORDINANCE WITH THE FULL TEXT AVAILABLE AT CITY HALL; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Public Law 92-544 allows the Federal Bureau of Investigation (FBI) to exchange criminal history information with state or local governmental entities if required by a state statute approved by the Attorney General of the United States; and

WHEREAS, Idaho State Code Section 67-3008 provides that any unit of the state, city or local government may submit fingerprints to the FBI for employment or licensing if required to do so by statute, regulation, city or county ordinance.

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

SECTION 1: That Moscow City Code Title 9, Chapter 3 be amended as follows:

...

Sec. 3-6. Background Check Required

A. Requirements. To determine the suitability of prospective applicants for Peddlers, Solicitors, or Canvassers License, the City Police Department and/or City Clerk for the City of Moscow shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the Federal Bureau of Investigation (FBI). Pursuant to Idaho Code Section 67-3008, and congressional enactment Public Law 92-544, the City Police Department and/or City Clerk for the City of Moscow shall submit the required fees and a set of fingerprints obtained from the applicant, to the ISP, Bureau of Criminal Identification, for a criminal records check of State and National databases per Public Law 92-544. The submission of fingerprints and information required by this section shall be on forms prescribed by the ISP. The City Police Department and/or City Clerk for the City of Moscow is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for Peddlers, Solicitors, or Canvassers License. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. The applicant authorizes the use of FBI records for the screening process.
~~Before any Proof of Registration is issued under this Chapter, the City shall complete an investigation background check. The background check may utilize fingerprints which shall be~~

~~submitted by every applicant. Any background check requests to the FBI shall be conducted pursuant to applicable law, including, but not limited to, Idaho Code § 67-3008. The City may submit such fingerprints to the Federal Bureau of Investigation for a national criminal history check or may utilize other inquiries as deemed necessary to carry out the intent of this Chapter. Criminal history and crime information requests regarding an applicant or person issued Proof of Registration shall be conducted pursuant to applicable law.~~

~~B. Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document (issued by a governmental entity), as well as furnishing if such applicant has or has not been convicted of a crime, and the particulars and description of the same.~~

...

SECTION 2: That Moscow City Code Title 9, Chapter 4 be amended as follows:

...

Sec. 4-5. Background Check Required.

~~A. Requirements. To determine the suitability of prospective applicants for Secondhand Dealer or Pawnbroker License, the City Police Department and/or City Clerk for the City of Moscow shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the Federal Bureau of Investigation (FBI). Pursuant to Idaho Code Section 67-3008, and congressional enactment Public Law 92-544, the City Police Department and/or City Clerk for the City of Moscow shall submit the required fees and a set of fingerprints obtained from the applicant, to the ISP, Bureau of Criminal Identification, for a criminal records check of State and National databases per Public Law 92-544. The submission of fingerprints and information required by this section shall be on forms prescribed by the ISP. The City Police Department and/or City Clerk for the City of Moscow is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for Secondhand Dealer or Pawnbroker License. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. — The applicant authorizes the use of FBI records for the screening process.~~

~~B. Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document issued by a governmental entity, as well as furnishing if such applicant has or has not been convicted of a crime, and the particulars and description of the same.~~

~~Before any Secondhand Dealer or Pawnbroker license is issued under this Chapter, the City shall complete an investigation background check. The background check may utilize fingerprints which shall be submitted by every applicant. The City may submit such fingerprints to the FBI for a National Criminal History check or may utilize other inquiries as deemed necessary to carry out the intent of this Chapter. Criminal history and crime information requests regarding an applicant or Licensee shall be conducted pursuant to applicable law. New fingerprints are required at least every five (5) years.~~

...

SECTION 3: That Moscow City Code Title 9, Chapter 5 be amended as follows:

...

Sec. 5-13. Background Check Required.

Before any license shall be issued under this Chapter, the City shall complete a background check of every applicant.

Such background check may utilize the fingerprints submitted. Any back-ground check requests made to the Federal Bureau of Investigation shall be conducted pursuant to applicable law, including, but not limited to, Idaho Code Section 67-3008, as amended. The background check may include the statewide criminal identification bureau; the Federal Bureau of Investigation (FBI) criminal history; ~~the National Crime Information Center (NCIC)~~; the statewide child abuse registry; ~~sex-offender register regional record check~~; and/or other inquiries as deemed necessary to carry out the intent of this Chapter. New fingerprints are required every five (5) years.

A. Requirements. To determine the suitability of prospective applicants for a Taxicab, Pedicab, or Carriage Service License, the City Police Department and/or ~~Human Resources Director~~ City Clerk for the City of Moscow shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the Federal Bureau of Investigation (FBI). Pursuant to Idaho Code Section 67-3008, and congressional enactment Public Law 92-544, the City Police Department and/or ~~Human Resources Director~~ City Clerk for the City of Moscow shall submit the required fees and a set of fingerprints obtained from the applicant, to the ISP, Bureau of Criminal Identification, for a criminal records check of State and National databases per Public Law 92-544. The submission of fingerprints and information required by this section shall be on forms prescribed by the ISP. The City Police Department and/or ~~Human Resource Director~~ City Clerk for the City of Moscow is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for a Taxicab, Pedicab, or Carriage Service License ~~Vendor License~~. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. The applicant authorizes the use of FBI records for the screening process.

B. Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document issued by a governmental entity, as well as furnishing if such applicant has or has not been convicted of a crime, and the particulars and description of the same.

...

SECTION 4: That Moscow City Code Title 9, Chapter 10 be amended as follows:

...

Sec. 10-7. Investigation. Background Check Required.

Before any license shall be issued under this Chapter, the City shall complete an investigation of every Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older residing at the Premises, and an inspection of the Premises, except as otherwise provided. The purpose of the investigation is to determine whether the Applicant or Licensee and the Premises fully comply with all pertinent ordinances and regulations of the City; to insure that the Day Care Facility does not create a nuisance or danger to the public; and to require a criminal history background check for first time applicants and license renewal applicants at least as stringent as that required by Idaho Code Title 39, Chapter 11.

The City shall perform a background check on every Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older residing at the Premises; however, where

Day Care is provided in the home of a child or a child's legal guardian, a background check for such child's parent(s), legal guardian(s) or Related children, shall not be required.

~~Such background checks shall utilize the fingerprints submitted. New fingerprints are required every five (5) years, and, in addition, may utilize the statewide child abuse and sex offender register regional record check; and/or other inquiries as deemed necessary to carry out the intent of this Chapter and relevant portions of Idaho Code Title 39, Chapter 11.~~

Where possible and required herein, a background check on an individual under eighteen (18) years of age shall include a check of the juvenile justice records of adjudication of the magistrate division of the district court, county probation services, and department of health and welfare records in all jurisdictions in which such individual has lived since the age of twelve (12), as authorized by the minor and his or her parent or guardian. Background checks and crime information requests made to the ~~Federal Bureau of Investigation (FBI)~~ shall be conducted pursuant to applicable law, including but not limited to, Idaho Code Section 56-1004A, as amended. The limited criminal history check shall include, but shall not be limited to, the statewide criminal identification bureau; the ~~Federal Bureau of Investigation (FBI)~~ criminal history; ~~the National Crime Information Center (NCIC)~~; and the statewide child abuse registry for first time applicants and shall include, but shall not be limited to, the statewide criminal identification bureau; and the statewide child abuse registry for license renewal applicants.

A. Requirements. To determine the suitability of prospective Day Care Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older residing at the Premises, the City Police Department and/or City Clerk for the City of Moscow shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the Federal Bureau of Investigation (FBI). Pursuant to Idaho Code Section 67--3008, and congressional enactment Public Law 92-544, the City Police Department and/or City Clerk for the City of Moscow shall submit the required fees and a set of fingerprints obtained from the applicant, to the ISP, Bureau of Criminal Identification, for a criminal records check of State and National databases per Public Law 92-544. The submission of fingerprints and information required by this section shall be on forms prescribed by the ISP. The City Police Department and/or City Clerk for the City of Moscow is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older residing at the Premises. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. The applicant authorizes the use of FBI records for the screening process.

B. Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document issued by a governmental entity, as well as furnishing if such applicant has or has not been convicted of a crime, and the particulars and description of the same.-

...

SECTION 5: That Moscow City Code Title 9, Chapter 11 be amended as follows:

...

Sec. 11-5. Background Check Required

Before any Vendor license is issued under this Chapter, the City shall complete an investigation background check. ~~The background check may utilize fingerprints which shall be submitted by every applicant. New fingerprints are required every five (5) years. The City may submit such fingerprints to the Federal Bureau of Investigation for a national criminal history check or may utilize other inquiries as deemed necessary to carry out the intent of this Chapter. Criminal history and crime information requests regarding an applicant or licensee shall be conducted pursuant to applicable law.~~

A. Requirements. To determine the suitability of prospective applicants for a Vendor License, the City Police Department and/or City Clerk for the City of Moscow shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the Federal Bureau of Investigation (FBI). Pursuant to Idaho Code Section 67-3008, and congressional enactment Public Law 92-544, the City Police Department and/or City Clerk for the City of Moscow shall submit the required fees and a set of fingerprints obtained from the applicant, to the ISP, Bureau of Criminal Identification, for a criminal records check of State and National databases per Public Law 92-544. The submission of fingerprints and information required by this section shall be on forms prescribed by the ISP. The City Police Department and/or City Clerk for the City of Moscow is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for Vendor License. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. The applicant authorizes the use of FBI records for the screening process.

B. Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document issued by a governmental entity, as well as furnishing if such applicant has or has not been convicted of a crime, and the particulars and description of the same.

...

SECTION 6: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 9 shall be in full force and effect.

SECTION 7: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2019.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

DRAFT

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

Bill Belknap, Community Development Director

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Police Services Facility Design Services Agreement (ACTION ITEM) - Bill Belknap

DESCRIPTION

On May 25, 2019, Staff published a Request for Qualifications (RFQ) for professional design services for the proposed New Police Services Facility that is to be constructed following the May 21, 2019 general bond election. Two Statements of Qualifications (SOQs) were received. A five member selection committee consisting of staff and a City Council representative conducted interviews of the two firms and unanimously recommended the selection of Lombard Conrad Architects (LCA) for the project. The City previously worked with LCA in the development of the 2016 Police Services Facility Master Plan that was focused upon the recycling center location. Staff has prepared the professional services agreement and associated fees for the Council's review and approval.

STAFF RECOMMENDATION

Approve the proposed professional services agreement with Lombard Conrad Architects.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed professional services agreement with Lombard Conrad Architects; or take other action as deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

None

ATTACHMENTS

1. Moscow Police Services Facility RFQ Final
2. Moscow Police Services Facility Design and Construction Management Services SOQ - LCA_Small
3. ProfessionalServices-MoscowPoliceServicesFacility(2019) Final

CITY OF MOSCOW
REQUEST FOR QUALIFICATIONS

MOSCOW POLICE SERVICES FACILITY PROJECT
FACILITY DESIGN AND CONSTRUCTION
MANAGEMENT SERVICES

Return the completed RFQ Proposal to:

City of Moscow
ATTN: Bill Belknap, Project Manager
221 E. Second Street
Moscow, ID 83843
Office (208) 883-7011

TO BE CONSIDERED, STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED
IN THE COMMUNITY DEVELOPMENT DEPARTMENT OFFICE BY 4:00 PM (PST),
WEDNESDAY, JUNE 12, 2019

REQUEST FOR QUALIFICATIONS FOR FACILITY DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR MOSCOW POLICE SERVICES FACILITY

A. PROJECT NAME

Moscow Police Services Facility Project

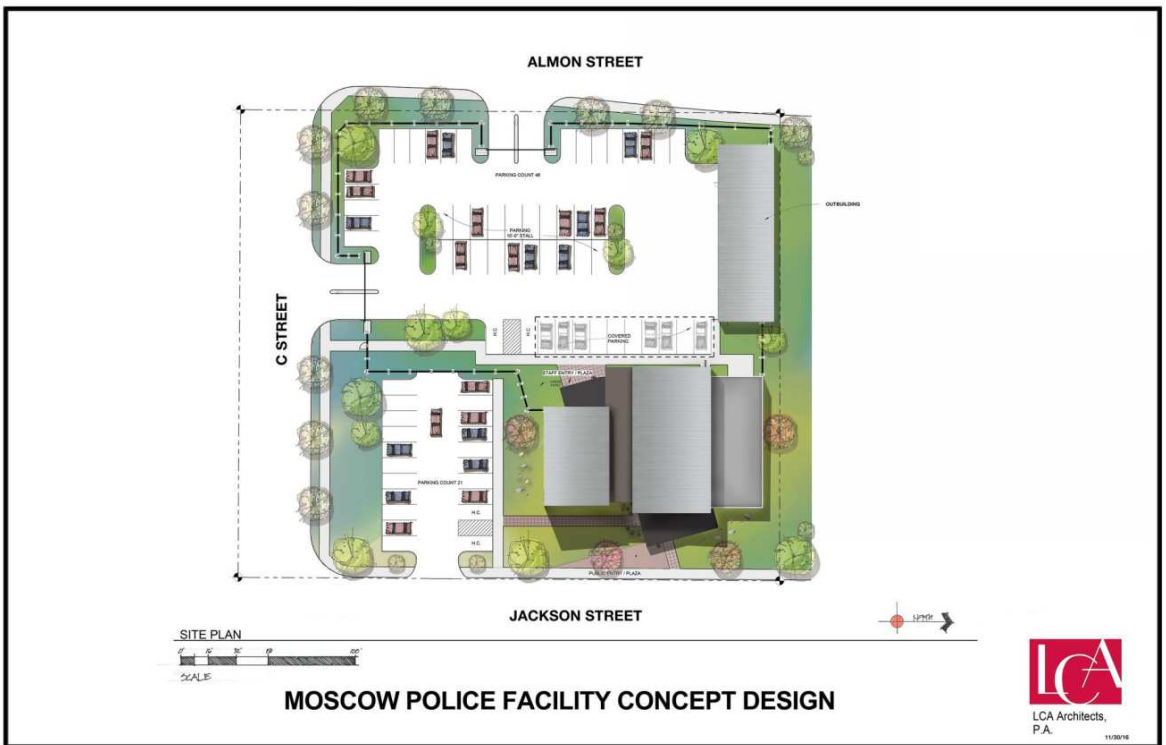
B. PROJECT BACKGROUND AND DESCRIPTION

Project Background: The City of Moscow (City) is proposing to construct a new Police Services Facility upon a 2.21 acre property (Site) to provide a modern, efficient and sustainable Police Services Facility (Project). The planning for this project began in 2015 when the City completed a City Facilities Master Plan which identified the need for a new Police Services Facility. In 2016 the City completed a Police Services Facility Master Plan to identify the specific needs of the Police facility and develop conceptual floor and site plans and building elevations. In 2018 the City secured the Site and successfully completed a bond election in May of 2019 to fund the design and construction of the Police Services Facility and the renovation of two other City buildings. The purpose of the Project is to complete the design and construction of the Police Services Facility upon the Site.

Project Description Summary: The Project is anticipated to include the delivery of civil engineering, architectural, landscape architectural, construction management and other services necessary to design, bid and construct the project. These service include, but are not limited to, review and confirmation of facility program, schematic design development, construction document preparation, project bid and award assistance, and construction management services.

The 2016 Police Services Facility Master Plan included a 16,000 square foot operations building, 2,000 square foot storage and vehicle processing outbuilding, associated public parking, and secure and covered patrol vehicle parking facilities. The most current preliminary construction cost estimate for the Project is \$5.26 Million.

The Project will include the review of the 2016 Master Plan with the Project Committee to confirm facility program components and elements. This review will also include confirmation of compliance with all applicable facility standards include those published by the Department of Homeland Security, Federal Bureau of Investigations and any other relevant federal, state or local standards for law enforcement facilities. It is also anticipated that the Project may include public meetings to solicit community input into the project design as well as consultation with the City's Sustainable Environment Commission to assess sustainability elements to be included within the Project. It is anticipated that the project design will utilize LEED and other sustainable development and construction standards, but the City does not intend to seek LEED certification. Respondents should detail their experience and expertise in sustainable design and construction practices.



2016 Police Services Facility Master Plan

C. PROPOSED SUMMARY SCOPE OF WORK

The proposed scope of work is broken into two phases.

Phase I – Project Design and Bid: Phase I will include, but is not limited to:

1. Collection of Site boundary and topography survey data collection.
2. Participation, assistance and presentations at various public meetings and events including, but not limited to, design committee meetings, City Council meetings and various other public involvement activities.
3. Development of site and facility program components and elements.
4. Development of site and building schematic designs.
5. Final project design to include design drawings, specifications and project cost estimates, any surveying, all structural, mechanical, electrical and related systems.
6. Preparation of bidding documents in conformance with applicable state and federal requirements and applicable building codes.
7. Supervision of the bid advertising, conducting pre-bid meeting, issuing of addendum, preparation of bid tabulation, assisting in bid opening, and advice regarding bid award.

Phase II – Project Construction and Management: Phase II will include the management of construction of the Project including:

1. Coordination of pre-construction conference and regular progress meetings.
2. Regular on-site inspection and observations of construction work, submittal review, and preparation of inspection reports.
3. Review and approval of all contractor requests for payment and submittal of approved requests to the City.
4. Final facility inspection and punch list preparation and coordination of facility commissioning.
5. Preparation and submission of certified “as built” drawings to the City.
6. Preparation of operation and maintenance manuals, as necessary.
7. Assist on conducting a warranty walk-thru.
8. Participation in public meetings, as needed.

D. ESTIMATED PROJECT SCHEDULE

Design Services Procurement

- | | |
|-----------------------|---------------------------------------|
| • 5/25/2019-6/12/2019 | RFQ Advertisement Period |
| • 6/12/2019 | RFQ Submission Deadline |
| • 6/21/2019 | RFQ Interviews |
| • 7/1/2019 | City Council Design Contract Approval |

Phase I – Project Design/Bid

- | | |
|------------|------------------------------------|
| • 7/2/2019 | Issue Notice to Proceed on Phase I |
|------------|------------------------------------|

- 7/2/2019-7/19/2019 Background Data Review and Site Survey Data Collection
 - 8/15/2019 Facility Program Completion
 - 8/30/2019 60% Schematic Design
 - 9/15/2019 90% Schematic Design
 - 9/30/2019 Program and Schematic Design Completion
 - 10/31/2019 60% Construction Design Review
 - 11/31/2019 90% Construction Design Review
 - 12/31/2019 Bid Package Completion
 - 1/4/2020-1/24/2020 Bid Advertisement Period
 - 1/24/2020 Bid Opening
 - 2/17/2020 City Bid Award Approval
- Phase II – Project Construction and Management**
- 3/1/2020 Issue Notice to Proceed
 - 4/1/2020 Commence Construction
 - 4/1/2021 Substantial Completion

E. EVALUATION OF SUBMITTALS

The City will review the statement of qualifications received in response to this request and select the firms to advance to the interview stage. The selected firms will be invited to attend personal interviews and presentations, which will allow the City to become familiar with each firm's qualifications, background, and experience in the preparation of similar plans. Following completion of the interview and evaluation process, the City will recommend a firm to the City Council for selection for the project.

F. CRITERIA FOR SELECTION

Firms must address each of the following criteria. Each firm may be awarded points up to the maximum points allowed, as listed below:

1. **Relevant specialized planning and project design experience of the firm or consultant (Maximum points allowed: 30).** Respondents should include a list and description of projects of a similar nature with project reference contact information including contact name, address and phone number. Specialized experience with the design and development of similar law enforcement facilities and knowledge and experience with national design standards should be highlighted.
2. **Professional qualifications and relevant experience of proposed project team and Project Manager (Maximum points allowed: 30).** Respondents should describe the proposed project team's professional qualifications and relevant work experience. Firms should include resumes of the proposed project manager and other personnel and subcontractors who will be assigned to this project.
3. **Understanding and approach to the project (Maximum points allowed: 20).** Familiarity with the community, community needs and a clear understanding of the

functional and operational aspects of the project and how these aspects may affect the project.

4. **Ability to complete the project within the specified project schedule (Maximum points allowed: 10).** Respondents should describe their proposed project approach, schedule and available resources to complete the project on schedule.
5. **Interview presentation and performance (Maximum points allowed: 10).** For respondents selected for interviews only.

MAXIMUM POINTS ALLOWED: 100

G. SUBMITTAL REQUIREMENTS

1. Submittal Documents – Statements of Qualification shall not exceed twenty (20) pages including photos, biographies, appendices and any and all other supporting documentation. A single page includes text and/or graphics appearing on a single side of paper. Responses exceeding the maximum number of designated pages may be disqualified from City review at the City's discretion.

All responders shall provide six (6) complete (hard copy) submittals and one (1) digital copy in PDF format on CD. The sealed envelope in which the submittals are delivered must be clearly labeled on the outside with the Respondent's name and the project identification, "Moscow Police Services Facility Project."

Submittals must be received in the Community Development Department office on or before 4:00 PM, Local Time, Wednesday June 12, 2019 at the following address:

Moscow Police Services Facility Project

Attn: Bill Belknap, Project Manager
221 E. Second Street
Moscow, ID 83843

Late submittals will not be accepted.

2. Submittal Content: Each submittal shall be organized in the following order:
 - a. Outside Cover and First Page: Shall contain (i) the title, "Moscow Police Services Facility Design and Construction Management Services", (ii) the name of the Respondent, and (iii) the submittal date.
 - a. Table of Contents: Include a table of contents.
 - b. Transmittal Letter: Include a short transmittal letter. The transmittal letter shall:
 - i. Summarize why the Respondent believes itself to be the most qualified;
 - ii. Contain the statement that, to the best of the Respondent's abilities, all information contained in the RFQ submittal is complete and accurate;
 - iii. Contain a statement granting the City and its representatives authorization to contact any previous client of the Respondent (or a Respondent's Team member or associates) for the purposes of ascertaining an independent evaluation of the Respondent or a Respondent's Team member's or associate's performance; and
 - iv. At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.

c. Section I – Description of the Respondent:

- i. Firm Description: Include a complete narrative description of the Respondent's firm (or firms if the Respondent is comprised of a team of firms). Information should include:
 - The Respondent's areas of specialization;
 - Firm history;
 - Honors and awards;
 - Location of home and branch offices;
 - Names of the principal officers of the firm;
 - Identification of the major consultants, if known.
- ii. Organizational Chart: Include a simple organizational chart showing how the Respondent, if selected, would organize its personnel for the project.
- iii. Key Professionals: Identify the key members of your team who would be involved in the project and describe their area of expertise and what role they will perform in the team. Indicate their availability for this project schedule.
- iv. Resumes: Provide resumes of any person identified as a key professional. The resumes should contain the following:
 - Name;
 - Education and background;
 - Employment history;
 - Proposed role in the project;
 - An identification of the other relevant projects in which the person has been involved and a name/phone number of a representative of any project cited who can be contacted for a reference;
 - Other information you believe to be relevant.

d. Section II – Narrative: Set forth the criteria on which the selection will be made. Your proposal should be organized to clearly address the selection criteria as applicable to the project including:

- i. Relevant specialized planning, and project design experience of the firm or consultant;
- ii. Professional qualifications and relevant experience of proposed project team;
- iii. Understanding and approach to the project including familiarity with the community and a clear understanding of the functional and operational aspects of the project and how these aspects may affect the project planning, design and future construction;
- iv. Ability to complete the project within the specified project schedule

e. Section III – Relevant Experience of Respondent:

- i. Summary of Relevant Projects Completed: List at least three (3) relevant projects. A relevant project is one which best exemplifies the respondent's

qualifications for this project. Provide all applicable information as indicated below.

- Name of project
- Type of building(s)
- Project location
- Total project cost
- Project description
- Project delivery method
- Describe the services which the respondent's firm provided
- Indicate which team members were actually involved in the project and specify their role
- Provide a statement acknowledging whether or not the project was completed on time/on budget
- Provide a few illustrative photographs or renderings, if available
- Provide project reference contacts including contact name, association to project, address and phone number

H. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

1. A complete package of this RFQ including any attachments can be obtained from the City at the address and phone number included herein.
2. The City reserves the sole right to (1) evaluate the qualifications submitted; (2) waive irregularities therein; (3) reject any or all Respondents submitting qualifications, should it be deemed in the City's best interest to do so.
3. An RFQ pre-submittal conference will not be held. All Respondents shall not contact any member of the Moscow City Council regarding this selection process. All inquiries shall be made directly to:

Bill Belknap, Project Manager
City of Moscow
221 E. Second Street
Moscow, ID 83843
208.883.7011
bbelknap@ci.moscow.id.us



MOSCOW POLICE SERVICES FACILITY DESIGN AND CONSTRUCTION MANAGEMENT

Statement of Qualifications

June 11, 2019

LOMBARD
CONRAD
ARCHITECTS

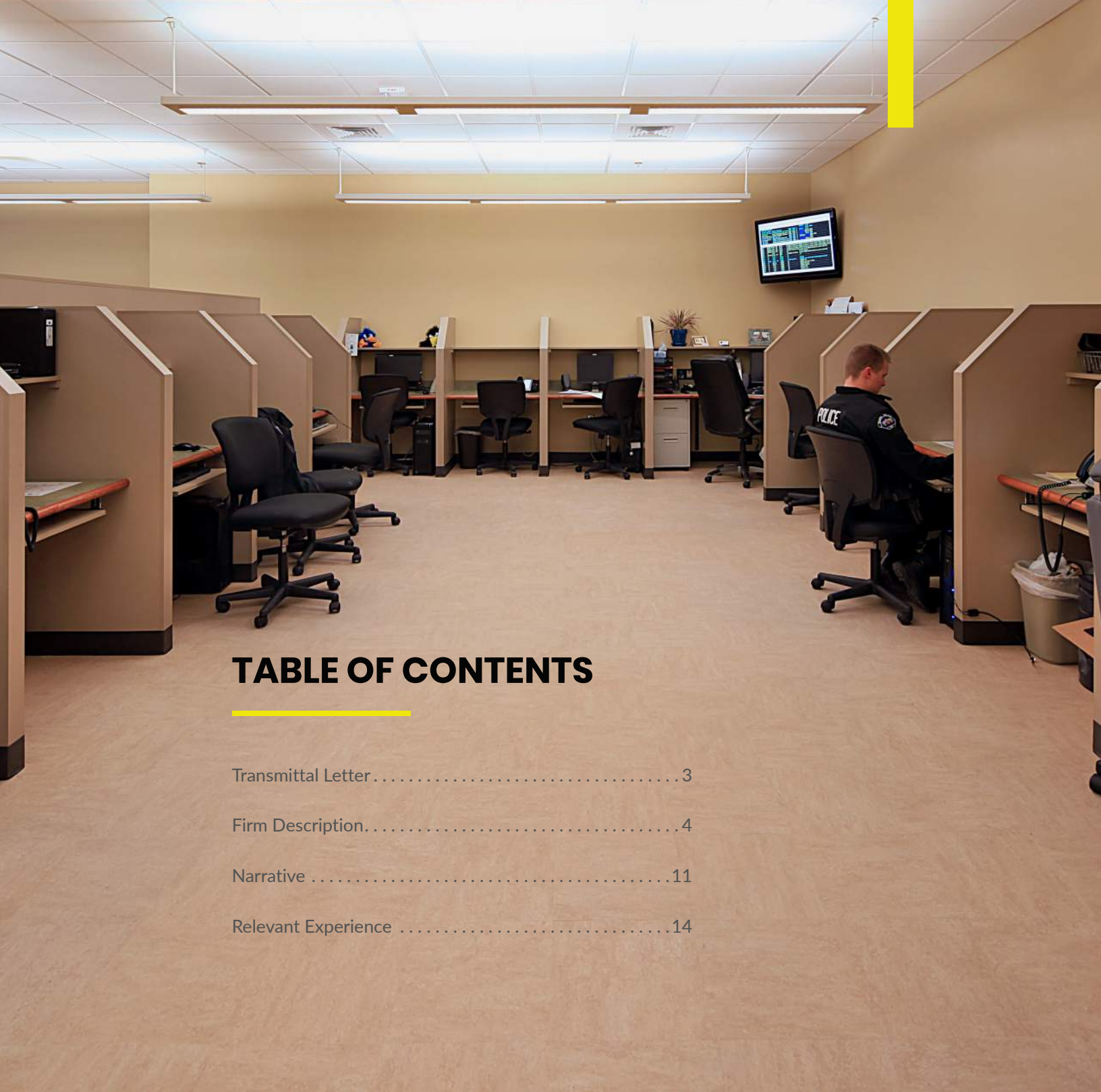


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June 11, 2019

Bill Belknap, Project Manager
Community Development Department
City of Moscow
221 E Second Street
Moscow, Idaho 83843

RE: Moscow Police Services Facility Design and Construction Management Services

Mr. Belknap and Members of the Selection Committee:

Congratulations on the success of your bond election. Enjoying substantial public support and trust in our government is an essential part of a community's health and vitality. It is our great pleasure to present our qualifications for your consideration.

We believe that we provide the City of Moscow with the comprehensive resources, informed experience, and talents necessary to execute the work both responsibly and economically. This response represents a summation of our firm and our qualifications.

As you may know, we have worked diligently with the City of Moscow, initially completing a needs assessment study and concept design for a new Moscow Police Facility. This work culminated in the proposed new police station within this RFQ.

We are excited for the opportunity to again work with the City and Police Department, to see this project through to completion.

As the architecture firm that worked under the direction of the City and Police Department on the original needs assessment study and concept design, we are invested in developing a facility which captures the goals and needs identified in the programming effort.

The city can be assured that we bring our forty years of justice facilities planning, and our original team of planners and designers to the project. We encourage you to contact our current and former clients to learn of our performance, efforts, and work ethic.

We look forward to meeting with you, to share our ideas and enthusiasm and to carrying forward the work and aspirations for the Moscow Police Department and the City of Moscow.

Sincerely Submitted,
LOMBARD/CONRAD ARCHITECTS



Mark Heazle, AIA
Vice President, Operations

LOMBARD
CONRAD
ARCHITECTS

Firm Description

We are an award winning regional firm uniting a team of planners, architects, and interior designers. Headquartered along the greenbelt in the heart of downtown Boise, together with our office in the historic downtown of Elko, Nevada, we provide our services to clients throughout the Pacific Northwest.

Focused upon our clients, we emphasize attentive and thoughtful consulting services. With a team of professionals, we are a multi-specialty firm devoted to creating lasting relationships and meaningful environments. We aspire to create distinctive spaces and places that enhance our communities where we work, live, learn, care, and play.

Lombard/Conrad Architects maintains dedicated teams focused on the Education, Healthcare, and Justice Facilities. These specialized teams are devoted to development of forward-thinking design and planning principles.

For nearly 50 years, Lombard/Conrad Architects continues a proud tradition of quality, integrity, and innovation.

Justice Facility planning and design is a prime focus of Lombard/Conrad Architects.

As a regional firm, our projects are located throughout Idaho, Washington, Oregon, and Nevada. We are one of the largest northwest-based providers of Justice Facility Design over the last thirty years.

Lombard/Conrad Architects
1221 Shoreline Lane
Boise, Idaho 83702

392 5th Street
Elko, NV 89801

lombardconrad.com

Founded in 1972

S - Corporation



Idaho State Police - Region 1 Office

With over 160 justice projects and a billion dollars in construction volume to date, we are an Idaho firm with national credentials.

LICENSED ARCHITECTS	13
JUSTICE PLANNER	1
TECHNICAL STAFF	8
INTERIOR DESIGNERS	3
ADMINISTRATIVE	4

PRINCIPAL OFFICERS



Alexis Townsend
President



Mark Heazle
Vice President Operations



Casey Huse
Vice President Finance



Scott Henson
Partner



Ken Gallegos
Partner



Scott Wendell
Partner

MAJOR CONSULTANTS

Hodge and Associates
Civil Engineer



Tom Scofield
Partner

Lochsa Engineering
Structural Engineer
www.lochsa.com

Cator, Ruma & Associates
Mechanical Engineer
www.catorruma.com

Eidam & Associates
Electrical Engineer
eidam-associates.com

Breckon Land Design
Landscape Architect
www.breckonlanddesign.com



KEY PERSONNEL ROLES

We commit a hands-on team with the experience necessary to create a facility that will compliments and support the City of Moscow Police Department's growing needs. Following are the resumes for Lombard/Conrad's in-house team members for your consideration.

PRINCIPAL-IN-CHARGE

The Principal-In-Charge, Mark Heazle, is the orchestrator for the project and is assigned for the full duration. Mark will develop the project schedule with you and will monitor progress for contract compliance. As coordinator of the design team, he will develop the project work plan and task assignments. Mark will provide oversight of all key personnel and consultants to ensure you are receiving quality design and deliverables.

JUSTICE PLANNER

Justice Planner, Russ Moorhead will work closely with Mark Heazle, assisting in the gathering and analysis of data. He will help organize the data collected and format into resource documents and deliverables and will aid in the production of conceptual design solutions developed in response to the resource documents. Russ will be the catalyst for formulating the design concept and developing the design through documentation.

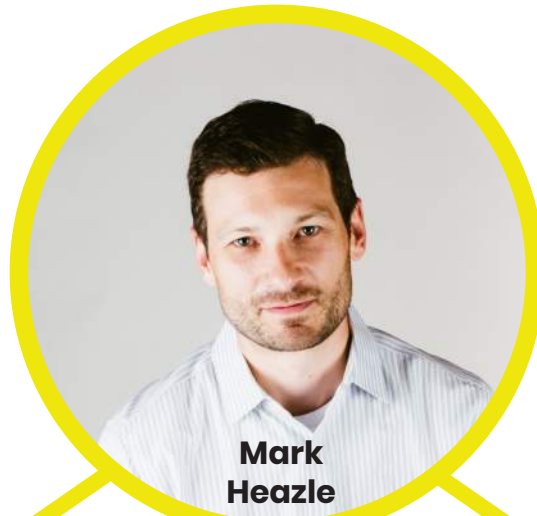
PROJECT ARCHITECT

The Project Architect, Matt Geserick, also assigned for the full duration will assist Mark and Russ in the development and administration of the design. For client convenience, Matt will be the primary daily design team contact. Matt will take responsibility for coordination and integration of our consultant's services. Matt will provide design and document support through all phases. Familiarity with all aspects of the project permits Matt to be the project's most fluent spokesperson.



Hugh Nichols Public Safety Facility | Nampa ID

KEY PERSONNEL



**Mark
Heazle**
Principal-in-Charge



**Russ
Moorhead**
Justice Planner



**Matt
Geserick**
Project Architect

The support of
22 additional design
and production
professionals



MARK HEAZLE NCARB AIA LEED-AP
Principal-in-Charge

Mark has over 14 years of experience in the architectural field, working on a variety of projects. His experience includes work on both new construction and renovation projects for; private sector developers, medical institutions, school districts, and government agencies.

Mark's creative process and attention to detail ensure the client is well represented from design through completion of construction.

Mark has a passion for learning new trends and technologies in the architectural industry. He continually challenges himself to produce and provide exceptional design and function to each and every one of his projects.

His specialties include justice facility and financial institution planning, design and execution.

Chubbuck Police - Chubbuck ID
Chief Bill Guiberson | 208.237.7172
Rodney Burch | 208.237.2430

Boise Police Micro District Station - Boise ID
Rob Bousfield | 208.384.3914
Alison Tate | 208.570.6195

Nez Perce County Courthouse - Lewiston ID
Commissioner Don Beck | 208.799.3020
Patty Weeks | 208.799.3020d

EDUCATION

Master of Architecture, University of Idaho

Bachelor of Architecture, University of Idaho

REGISTRATION

Registered Architect in the States of Idaho, Nevada, Oregon, and Washington

LEED Accredited Professional

PROFESSIONAL AFFILIATION

American Institute of Architects (past President for the Idaho Central Section)

EMPLOYMENT HISTORY

Lombard/Conrad Architects
2012 - Present

D4E Architects
2011-2012

Hummel Architects
2005-2011



RUSS MOORHEAD AIA
Justice Planner

Russ Moorhead has more than 40 years of architectural experience with master planning, programming, and architectural services for large complex and multifaceted projects. For the past 30 years, he has been responsible for the management and coordination of justice projects for Lombard/Conrad.

His special expertise lies in the project management of highly complex and technical building types and project delivery systems such as fast-track, design-build, and Construction Manager/General Contractor construction delivery methods. With a special emphasis on justice related projects, Russ was previously a managing partner and vice president for Lombard/Conrad. He is now devoted to only the planning phases of justice projects such as law enforcement, detention and courthouses. Russ has designed and planned over 50 law enforcement facilities and is the foremost authority in Idaho for the planning of justice related projects.

Moscow Police Facility Concept Design - Moscow ID
Chief James Fry | 208.883.7054

Oregon State Police Region Office & Forensic Lab / Deschutes County 911
Dispatch & Emergency Operations Center - Bend OR
Susan Ross | 503.238.1590

Hugh Nichols Public Safety Facility Police & Fire Administration - Nampa ID
Captain Brad Daniels | 28.468.5661

EDUCATION

School of Architecture, University of Idaho, 1985 - 1986

Pre-Architectural Program, Boise State University, 1982 - 1983

Architectural Drafting Technology, Phoenix Institute of Technology, 1977 - 1978

REGISTRATION

Registered Architect in the State of Idaho

PROFESSIONAL AFFILIATIONS

Construction Specification Institute
AIA Committee for Justice Facilities Planning

American Corrections Association
American Jail Association

EMPLOYMENT HISTORY

Lombard/Conrad Architects
1988 - Present

Architects Incorporated
1978 - 1988



MATT GESERICK NCARB AIA
Project Manager | Lombard/Conrad

Matt enjoys a diverse working background, from an Alaskan Bear Viewing Platform, to his most recent large project, the State of Idaho Chinden Campus renovations.

As a generalist and envelope specialist by training, Matt is both an amazing designer and project manager. Matt's genial, practical approach to project management and team communications are ideal attributes as a project manager and architect.

Matt values the relationships he builds with our clients, the contractors and building officials. "Matt is pure gold, we love him" noted a DPW project manager recently.

Matt's familiarity with the North Idaho, his sensitivity to budget and schedule make him the ideal project manager for this project. We will count on Matt to bring his talent for design, his problem solving, and passion to bear on the ideal solution for the project.

State of Idaho Chinden Campus Development - Boise ID
Elaine Hill | 208.332.1925

Idaho Central Credit Union Appleway Branch - Coeur d'Alene ID
Dustee Woolstenhulme | 208.239.3003

Idaho Central Credit Union Vista Branch - Boise ID
Dustee Woolstenhulme | 208.239.3003

EDUCATION

Master of Architecture, University of Idaho

Bachelor of Science in Architecture,
University of Idaho

PROFESSIONAL REGISTRATION:

NCARB Certified

Registered Architect - States of Idaho

PROFESSIONAL AFFILIATIONS

American Institute of Architects

EMPLOYMENT HISTORY

Lombard/Conrad Architects

2017 - Present

RIM Architects

2012 - 2017



Deschutes County Public Safety Building | Bend OR

NARRATIVE

Relevant Specialized Planning, And Project Design Experience of the Firm or Consultant

Nearly seventy law enforcement agencies have chosen Lombard Conrad Architects to provide consulting and design services throughout the northwest in the firms nearly fifty year history.

One of the common threads amongst these state, county, and city law enforcement agencies are the needs to shape and reinforce trust with the community while providing for safe and functional working environments for the officers and staff.

Trust, confidence, and accountability are powerful symbols, that shape, and are shaped by our law enforcement personnel. The environment informs our expectations, positively influencing the department and their interactions with the community.

At the individual level, we are shaped and informed by these facilities. The station is seen as a place of justice, a place of safety, or as a place of refuge.

In form and purpose, the station must not only represent these many virtues, but must also fulfill its role as the community mainspring. In substance, the station must promote safe practices while creating efficient and effective operations.

As Architects, and Justice Planners, we appreciate these fundamental yet diverse requirements as opportunities. Developing facilities that reinforce the mission, create environments for best practice, and promotes readiness throughout the building and grounds.

Issues unique to law enforcement require specialized knowledge building codes, best practices, and procedures utilized by law enforcement personnel.

Some of these issues include:

- Essential Facilities Preparation
- Impounding and Vehicle Inspection
- Weapons Security, Storage, and Cleaning
- Safe Haven Environments
- Secure Evidence Holding and Processing
- Interviewing Facilities
- Briefing and Media Facilities
- Community Education, and Community Outreach

DESIGN PHASES – JULY-SEPTEMBER 2019

During the design phases, we will work together with, and rely heavily on your team to provide the input and feedback needed to finalize preliminary plans. The drawings and

studies are focused on adjacencies and efficiencies afforded by the spaces. Together, we will work to develop a comprehensive security and safety plans, process and management strategies. Concurrently, our engineering teams will investigate mechanical and electrical systems for energy efficiency and life-cycle costs.

As development continues, we will review material selections specific to departments and spaces to ensure that the facility meets your operational expectations. During this time, our designers will shift emphasis to technical issues of construction and integration of new systems and technologies.

- Administer and coordinate the Team.
- Develop the design including architectural, mechanical and electrical systems.
- Investigate material selections and specifications.
- Review the project building code and applicable state standards.

CONSTRUCTION DOCUMENT PRODUCTION SEPTEMBER – DECEMBER 2019

The phase entails developing detailed drawings and specifications for use in bidding and delivery of the project. As systems are fully understood, detailed adjustments are made to the technical drawings and specifications.

We are committed to delivering bidding documents of first quality. Beyond these technical documents, our team will also continue to manage activities including:

- Addressing city comments both in pre-application and permit review.
- City and County Entitlements and Approvals
- Utilities Coordination
- Special Systems integration, including telecom and security vendors

BIDDING AND CONSTRUCTION ADMINISTRATION JANUARY 2020-APRIL 2020

Communication is equally important to a successful construction effort. Complete and detailed construction documents are essential to communicate intent, scope, and scale. However, your project will also benefit from on-site observations, and our availability to both you and the contractor to resolve questions from the field.

Keeping you informed of progress, opportunities and issues is our first priority. Every month you will receive a full report from the A/E team updating you on schedules, quality and budget adherence.

A SUSTAINABLE APPROACH

Your new police facility can be both a fiscal and economical model of efficiency. Both private and public clients are



*Shoshone-Bannock
Tribal Justice Center*



Battle Ground Police Station | Battle Ground WA

frequently turning to sustainable strategies without the often-onerous documentation process for LEED accreditation.

Fundamentally, our sustainable approach focuses upon smart investment and energy efficient design for our owners and building users. In practical terms, we seek to:

- Leverage natural lighting and establish alternate energy opportunities.
- Reduce overall energy consumption throughout the facility
- Use regionally appropriate, durable materials.
- Maximize human comfort and experience.

Utilizing these criteria, we improve health and wellness, and reduce the operational expenses, .

Professional Qualifications and Relevant Experience

With an in-house Justice Studio, we are actively engaged in both the Academy of Architecture for Justice, the American Correctional Association, and the National Institute for Justice, our Architects and Planners are well versed in current trends and approaches to facilities design. These criteria together with more forward-looking concepts and approaches allow for the design of a durable, generational facility with the capacity and capability to respond to changing needs.

Understanding and Approach to the Project

Beyond just our team's youth spent in Moscow and our Vandal pride, our team is exceptionally well versed in the community. Our recent work with the City of Moscow on a master plan, as well as the original City of Moscow Police Needs Assessment, provide a substantial background and history for development of the new facility.

We value the relationships forged in Moscow, and believe these experiences provide a distinct advantage and value to our firm. These relationships, and the investment in time provide both our team and you the opportunity to work more efficiently and effectively, eliciting greater understanding resulting in a better value.

Ability to Complete the Project on Schedule

As outlined above, we believe that the relationships formed, and understandings achieved in our previous projects offer a distinct advantage to the City. With a comprehensive understanding of the current programming needs and key issues, we see the design and construction schedule as readily achievable with minor adjustments for the bid period.

As indicated in the current schedule, the Bid Advertisement notice may need to be adjusted by approximately (3) weeks. This will allow for a full three weeks for contractors to complete their respective bidding to trades and to compile their documents by the 24th of January 2020.



RELEVANT EXPERIENCE

Our team brings diverse experience in all areas of law enforcement and justice facility design. We are recognized for completing projects with complex planning issues. We understand the need to provide a secure facility with public access.

As facilitators, we understand the issues specific to law enforcement and will act as your liaison to work out a viable solution beneficial to all parties.

Lombard/Conrad has completed numerous police facilities, 911 Dispatches, courts, and detention facilities as well as public projects throughout the Northwest.

Following is a list of our law enforcement facility project experience.

'As a recent, and unsuccessful bidder on this project, I wanted to send you a quick note to recognize the very high quality plans and specifications provided by LCA Architects. In my 25+ year construction career I don't recall ever having been moved to write a letter about a job we didn't get. But the quality of documents was so much better than what we're used to seeing that I felt an obligation to point this out. Usually, we're complaining about the poor quality of plans and specifications!

It troubles me a little that we have to go to Boise, Idaho to find architects who still care about their work product but your diligence in finding these people will pay dividends later. Local architects should be worried that LCA doesn't come down here very often!

*Richard P. Grigsby, P.E.
Senior Project Manager
Colamette Construction*



MOSCOW POLICE FACILITY

LOMBARD / CONRAD
ARCHITECTS

Moscow Police Concept Design

Elko NV

Lombard/Conrad Architects assisted the City of Moscow and their Police Department to develop concepts and supporting materials for a new, modern police facility. These materials successfully advertised the concepts to inform the community. These efforts resulted in the support for the bond election of 2019.

The proposed new design provides nearly 16,000 square feet of new facilities with the secured yard space necessary for police and staff safety.

This 20 year planning solution resulted from the close work of the city staff and our design team. These efforts included the initial programming and conceptual planning of the facility. Finally developing floor and site plans, concept renderings and cost modeling. By leveraging techniques to reduce initial costs, such as the development of outbuildings. The facility provides for the internal spaces necessary now and for the growth needs of the future.

In total, this 20,000 square foot solution provides the city and the public with a visible, meaningful addition to the city of Moscow. It is a commitment to the community and an investment in the wellbeing of the city. The accessibility to the community provides for a safe, efficient, and responsible use of tax dollars to support a growing city.



Type of Bldg	Police Station
Construction Cost	N/A
Delivery	N/A
Services	Programming, Conceptual Planning
Team Members	Russ Moorhead Principal-in-Charge Mark Heazle Project Manager
Schedule/Budget	On Time /In Budget
Owner Contact	Chief James Fry Police Chief Moscow Police Department 118 E 4th St. Moscow ID 83843 208.883.7054 jfry@ci.moscow.id.us



HUGH NICHOLS PUBLIC SAFETY BUILDING

Nampa ID

The City of Nampa contracted Lombard/Conrad to conduct a Needs Assessment and Site Study for a new facility. As part of the effort, we studied routine police department operations to determine specific needs. Once completed, Lombard/Conrad designed a new public safety facility to house police and fire administration in a three level 64,000 SF building with an attached 216 secure parking garage to meet the city's growing needs. The new facility contains police and fire administration, dispatch, patrol and detective areas, public records, as well as a 5,100 square foot training area designed to accommodate the department's local training needs, plus open up the possibility for regional training seminars and other events. Security was also a major concern, so Lombard/Conrad designed defensible zones, pedestrian paths, and secure vehicular access.

The building is a LEED™ silver certified building.



Type of Bldg	Police & Fire Admin Facility
Construction Cost	14,960,000
Delivery	GC
Services	Needs Assessment Study, Site Study, Schematic Design, Design Development, Construction Documents, Bid & Negotiation Assistance, Construction Administration, Project Closeout
Team Members	Russ Moorhead Principal-in-Charge Steve Christiansen Project Manager
Schedule/Budget	On Time /In Budget
Owner Contact	Captain Brad Daniels Owner's Representative Nampa Police Department 820 2nd St. S. Nampa ID 83651 208.468.5661



ELKO POLICE STATION

Elko NV

Design work started over 8 years earlier on a different site, but the economic downturn in 2008-2009 delayed bidding and construction of the project. The new City Council retained LCA to assist in developing criteria and analysis of potential new sites.

Previously housed in a 60 year old former church, this is the first purpose built facility in the history of the Elko Police Department. This new facility is located on the Council's preferred 3 acre site and is comprised of a 16,600 sf Main Building that includes staff office and meeting spaces, Community Meeting Room, Interview rooms, Men's and Women's locker rooms, and modern facilities for evidence processing and storage. Modern security and communication systems have been employed. A 4,800 sf Auxiliary Building for the storage and staging of specialty vehicles and materials is also located on site.

The main building is constructed of masonry walls and a metal roof for ease of maintenance and longevity. Interior finishes utilize durable, low maintenance materials with a color pallet that will not become dated.



Type of Bldg	Police Station
Construction Cost	5,600,000
Delivery	GC
Services	Site Analysis, Schematic Design, Design Development, Construction Documents, Bid & Negotiation Assistance, Construction Administration, Project Closeout
Team Members	Russ Moorhead Principal-in-Charge Steve Christiansen Project Manager
Schedule/Budget	On Time /In Budget
Owner Contact	Chief Ben Reed Owner's Representative Nampa Police Department 820 2nd St. S. Nampa ID 83651 208.468.5661



SHOSHONE-BANNOCK TRIBAL JUSTICE CENTER

Fort Hall ID

The Shoshone-Bannock Tribes Justice Center is a state-of-the-art facility that houses a Jail, Juvenile Services Center, Courts, and the Police Department

The police facility consist of 16,000 square feet of tribal police with offices, patrol rooms, dispatch, evidence storage and staff support spaces on two floors.

The Tribal Courts portion consists of 20,500 square feet with three courtrooms, judges chambers, jury rooms, clerk and support staff areas.

The jail portion consists of 20,500 square feet with 80 beds capable of housing all classification of inmates. Additional support spaces include intake, booking property storage, kitchen and laundry, visiting and inmate program / exercise yards.

The juvenile portion consists of 8.300 square feet with 20 beds. Additional support spaces include intake, booking, property storage, pantry, laundry, two classrooms and outdoor exercise yard.



Type of Bldg	Police Station, Courthouse, Detention
Construction Cost	16,422,076
Delivery	GC
Services	Schematic Design, Design Development, Construction Documents, Bid & Negotiation Assistance, Construction Administration, Project Closeout
Team Members	Russ Moorhead Principal-in-Charge Mike Thomas Project Manager
Schedule/Budget	On Time /In Budget
Owner Contact	Marlin Fellows Owner's Representative Shoshone-Bannock Tribes PO Box 306 Fort Hall ID 83203 208.239.4579



DESCHUTES COUNTY 911 DISPATCH & OREGON STATE POLICE & FORENSIC LAB

Bend, OR

This project is a two story building and outbuilding for OSP storage and vehicle maintenance. The Main Building is designed to provide a secure, functional and comfortable work environment for public safety operations. The first floor houses Oregon State Police. Areas include a squad room used by police officers on duty, administration offices and a forensics lab. The second floor houses Deschutes County 911. This includes a large dispatch room, which is occupied 24 hours a day, seven days a week, dispatch operations offices and two emergency operation centers. The outbuilding, is utilized for OSP vehicle maintenance and vehicle inspections, storage and site maintenance. It also serves as the structure for a photovoltaic array that will produce on-site energy for the facility.

The building is LEED Silver Certified.



Type of Bldg	Police Station, 911 Dispatch Forensic Lab
Construction Cost	7,204,857
Delivery	GC
Services	Schematic Design, Design Development, Construction Documents, Bid & Negotiation Assistance, Construction Administration, Project Closeout
Team Members	Russ Moorhead Principal-in-Charge Steve Christiansen Project Manager
Schedule/Budget	On Time /In Budget
Owner Contact	Susan Ross Former Director of Deschutes County Property & Facilities Workplace Resource of Oregon 825 NE Multnomah, Suite 270 Portland Oregon 97232 503.238.1590



CONTACT US

Mark Heazle AIA LEED-AP
1221 Shoreline Lane
Boise ID 83702

O: 208-345-6677
C: 208.860.7558
E: markh@lcarch.com
W: lombardconrad.com

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
LOMBARD CONRAD ARCHITECTS FOR
THE MOSCOW POLICE SERVICES FACILITY**

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE MOSCOW POLICE SERVICES FACILITY (hereinafter "Agreement"), is made this _____ day of July, 2019, 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 Lombard Conrad Architects, 1221 Shoreline Lane, Boise, ID 83702 (hereinafter "CONSULTANT").

W I T N E S S E T H:

WHEREAS, CITY, with power to contract for the services provided for herein, has complied with applicable provisions of law regarding retaining professional services such as those contemplated herein; and

WHEREAS, CITY intends to construct the Moscow Police Services Facility (hereinafter "PROJECT"). The PROJECT will include an approximately sixteen thousand (16,000) square foot operations building; a two thousand (2,000) square foot storage and vehicle processing outbuilding; access-controlled secured parking facilities; covered parking facilities; public parking areas; landscaping and pedestrian ways and other associated PROJECT elements; and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the services required by this Agreement. CONSULTANT represents that it is aware of City's plans with respect to the PROJECT; and

WHEREAS, CONSULTANT warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services necessary to prepare the facility program assessment, schematic design, final facility design, prepare construction drawing and specifications production, bid advertisement and award assistance, construction inspection services, as-built drawing preparation, facility operation manual preparation, building commissioning and warranty inspection, and warranty defect resolution assistance.

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

SECTION I: THE PROJECT

CONSULTANT shall provide professional design 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 design services (including civil, structural, mechanical, electrical engineering, architectural, landscape, irrigation and other related building and site design and

engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, building commissioning and warranty inspection, and warranty defect resolution assistance.

SECTION II: SCOPE OF WORK

CONSULTANT promises and agrees to furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the completion of the PROJECT consistent with the provisions of this Agreement. The Scope of Work for the PROJECT is set forth in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable Federal, State and Local laws, rules and regulations. All Services performed by CONSULTANT shall be subject to the sole and discretionary approval of CITY, which approval shall not be unreasonably withheld.

SECTION III: COMPENSATION

A. Compensation and Term.

For the services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed FOUR HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$479,000). This Agreement shall be in effect until the completion of the warranty inspection and resolution of any warranty defects to the satisfaction of CITY.

B. Payment.

Payment for Basic Services rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation and reimbursable expenses shall be paid by CITY to CONSULTANT no more than once a month. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "A", attached hereto and incorporated herein by reference. In order to receive payment, CONSULTANT shall present to CITY an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to CONSULTANT shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "A" attached hereto. CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT'S progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.
3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.
4. CITY may withhold payment, in whole or in part, to the extent reasonably necessary to protect CITY from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by CITY to deduct any sums from a progress payment shall not constitute a waiver of CITY's right to such sums. CITY may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by CITY, incurred by CITY for which CONSULTANT is liable under the Agreement or state law. Payments to CONSULTANT for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the PROJECT. Payment to the CONSULTANT shall not be withheld, postponed, or made contingent upon receipt by CITY of offsetting reimbursement or credit from parties not within CONSULTANT's reasonable control.
5. The Parties agree that CONSULTANT's compensation for Basic Services includes all licensing fees for CITY's use of the Construction Documents, including use after termination of this Agreement.

SECTION IV: OTHER TERMS AND CONDITIONS

- A. Independent Contractor. CITY retains CONSULTANT on an independent contractor basis and CONSULTANT is not an employee of CITY. CONSULTANT is not an employee for State Tax, Federal Tax or any other purpose, and is not entitled to the rights or benefits afforded to CITY's employees. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of CITY, and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- B. Termination of Agreement. This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. All working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work

completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.

- C. Data of Record. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the PROJECT. All reports, and other data, furnished to CONSULTANT by CITY, shall be returned to CITY. All designs, drawings, specifications, documents, and other work product prepared by CONSULTANT prior to completion or termination of this AGREEMENT, are instruments of service for PROJECT and are property of CITY, which shall be delivered to CITY by CONSULTANT upon completion of PROJECT or upon termination of Agreement.
- D. Standards of Work. CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the PROJECT as specified in the indemnification provision of this Agreement. CONSULTANT shall perform services as expeditiously as possible as is consistent with professional skill and care and the orderly progress of the work. Unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule, except for circumstances out of CONSULTANT's control.
- E. Adherence to Law Required. All applicable Federal, State and Local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONSULTANT shall be deemed material and shall subject CONSULTANT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONSULTANT will, in any way, serve to modify the provisions of this requirement. CONSULTANT and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONSULTANT, CONSULTANT's employees, or its subcontractors.
- F. Insurance. CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:
 - 1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
 - 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits;
 - 3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission

of CONSULTANT or of any of its employees, agents, or subcontractors, with one million dollars (\$1,000,000) per occurrence and in the aggregate;

4. CONSULTANT shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of five hundred thousand dollars (\$500,000). Coverage shall be in force during the terms of this Agreement and for a period of at least twelve (12) months thereafter.

CONSULTANT shall furnish CITY with certificates of insurance as evidence these policies are in effect.

G. Indemnity and Hold Harmless.

1. CONSULTANT waives any and all claims and recourse against CITY including rights of contribution for loss or damage to persons or property arising from, or growing out of, or in any way connected with or incident to CONSULTANT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents or employees.
2. CONSULTANT agrees to indemnify and hold harmless CITY and its officers, agents and employees against all losses and damages of any nature whatsoever, resulting from any injury or damages sustained by any person(s) or property to the extent resulting from any negligent act, error or omission of CONSULTANT or its agents, employees, subcontractors or consultants. CONSULTANT's obligation to indemnify and hold harmless CITY shall not be limited to the amount of insurance actually secured under this Agreement, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorney fees.
3. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the PROJECT site unless CONSULTANT's acts or omissions introduced, caused, or allowed said hazardous materials or toxic substances to be introduced to the PROJECT site.

H. Costs and Attorney Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

I. Jurisdiction, Venue, and Non-Waiver. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of either Party 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.

- J. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, CONSULTANT shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the prior written consent of CITY. Any attempted assignment without such consent shall be invalid and void.
- K. Consultant Representative. CONSULTANT hereby designates Mark Heazle as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and be in attendance at all PROJECT design meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants, and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the services provided for herein. Such consent shall not be unreasonably withheld or delayed.
- L. City Representatives. CITY shall designate a person to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY Representative shall assist CONSULTANT in observing construction of the PROJECT and participating in the preparation of punch-list items. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the services.

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

CONSULTANT:

Lombard Conrad Architects
Mark Heazle
Project Manager
1221 Shoreline Lane
Boise, Idaho 83702

CITY:

City of Moscow
Bill Belknap
Community Development Director
P O Box 9203
Moscow, Idaho 83843

- L. Conflict of Interest and Special Warranty. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in PROJECT, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that, in performing this Agreement, it shall employ no person who has any such interest. CONSULTANT warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONSULTANT declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONSULTANT shall make this Agreement null and void.

M. Special Provisions.

1. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall be the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.
2. Disclosure of Materials. It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act.
3. Americans With Disabilities Act. CONSULTANT will use its professional efforts to interpret all applicable Federal, State and Local Laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

N. PROJECT Confidentiality. All communications and reports for PROJECT shall be handled in a professional manner. After PROJECT, CONSULTANT shall return to CITY all documents obtained from CITY or generated during the course of this PROJECT. If CONSULTANT or CITY receives information specifically designated "confidential", the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees; (2) those who need to know the content of such information in order to perform services solely and exclusively for the PROJECT; (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; or (4) as required pursuant to Idaho Code §74-101, et seq. CITY herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

O. Qualified Estimates of Cost. The estimates of cost for PROJECT herein are to be prepared by CONSULTANT through exercise of CONSULTANT's professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by similarly situated professional organizations. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs. If at any time CONSULTANT's estimates of cost for the PROJECT exceeds CITY's budget for the PROJECT, CONSULTANT shall redesign PROJECT elements to achieve cost savings, but in doing so, shall not delete any essential elements of the PROJECT. If CONSULTANT is unable to redesign the PROJECT, it shall make appropriate recommendations to CITY to adjust the PROJECT's size, quality or budget. CITY shall consider CONSULTANT'S recommendations, but shall decide, in its

discretion, how to proceed. Any schedule modification based on the need for a redesign of the PROJECT, shall be mutually agreed upon by both Parties.

- P. **Modification and Assignability of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.
- Q. **Records.** CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.
- R. **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.
- S. **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.
- T. **Severability.** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- U. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the addresses shown above, or at such other address as the respective Parties may provide in writing for this purpose.
- V. **CITY's Right to Employ Other Consultants.** CITY reserves the right to employ other consultants in connection with this PROJECT.
- W. **Drug/Tobacco Free Facilities.** All CITY facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of CITY facilities.
- X. **Employment Discrimination:** It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

- Y. Appropriations and Approval. This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
- Z. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

CONSULTANT

Lombard Conrad Architects

CITY

City of Moscow

By: _____

CONSULTANT's Representative

By: _____
Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for Lombard Conrad Architects (CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.

Notary Public for the State of _____
My commission expires _____

Exhibit “A” Scope of Basic Services

SECTION 1. GENERAL SERVICES TO BE PROVIDED

- A. **GENERAL SERVICES.** CONSULTANT shall provide CITY with 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 professional design services (including civil, structural, mechanical, electrical, architectural, landscape architectural, irrigation, and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction inspection services, as-built drawing preparation, facility operation manual preparation, building commissioning and warranty review and warranty defect resolution assistance.
- B. **GENERAL PROJECT DESCRIPTION.** The PROJECT shall include the development of an approximately two point two one (2.21) acre site located at the southeast corner of the intersection of Southview Avenue and South Main Street in Moscow, Idaho, for a new Moscow Police Services Facility that will include an approximately sixteen thousand (16,000) square foot operations building, a two thousand (2,000) square foot storage and evidence processing outbuilding, access-controlled secured parking facilities; parking cover structures, public parking areas, landscaping and pedestrian ways and other associated improvements. The outbuilding and covered patrol vehicle parking structures are anticipated to be provided by a metal building manufacturer with shop drawing review by the structural engineer. Basic services design fees include design assistance and shop drawing review of vendor designed and built photovoltaic system, audio and visual equipment design for the 2nd floor conference room and training room, and interior furnishing package design, selection, and the design of electric vehicle charging station.
- C. The initial basis of the PROJECT scope and program elements shall be based upon the New Police Facility Master Plan (“Master Plan”) dated December of 2016 and prepared by LCA Architects (said Master Plan is attached hereto and incorporated herein by reference). It is anticipated that the PROJECT will include the design and specifications for a solar energy generation system upon the facility roof.

SECTION 2. PREPARATION AND DESIGN PHASE

- A. **COORDINATION OF SURVEYS.** At CITY’s request, CONSULTANT shall provide, as part of its basic services, coordinating, obtaining, and paying for the services of a land surveyor and geotechnical engineer. Such land survey need not include any additional setting of monuments, legal descriptions, or defining of land boundary. The intent of such survey is to provide a topographic base map for the PROJECT site. It is understood that independent engineers/specialists are not a part of the design team and that the design team will rely upon their expert services. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or

unanticipated underground conditions may occur which could affect total PROJECT cost and/or execution. Such conditions and cost/execution effects are not the responsibility of CONSULTANT.

- B. PROJECT PROGRAM VERIFICATION. CONSULTANT shall meet with CITY representatives and PROJECT stakeholders to re-confirm the size, scope, elements, and quality of the PROJECT. These meetings will be summarized in a restatement of the current written program to define the parameters of the PROJECT to be designed. CONSULTANT shall provide a preliminary evaluation of CITY's program, schedule and construction budget requirements.
- C. SCHEMATIC DESIGN. Based on the mutually agreed-upon program, schedule and construction budget requirements, CONSULTANT shall prepare, for approval by CITY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the PROJECT's components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the PROJECT, the plot plan development at the site, and the proposed architectural concept of the buildings. CONSULTANT shall incorporate the programmatic and the functional requirements of CITY into the Schematic Design Documents. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. All drawings for the PROJECT shall be in a form suitable for reproduction. CONSULTANT, at its own expense, shall provide a complete set of the Schematic Design Documents described herein, for CITY's review and approval.
- D. DESIGN DEVELOPMENT. Once CITY provides CONSULTANT with specific written approval of the Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the PROJECT as to architectural, site design, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate including a preliminary opinion of probable construction cost based on current area, volume or similar conceptual estimating techniques. The Design Development services and documents shall include a facility furnishing design and detailed furnishing package list subject to CITY's review and approval. CONSULTANT shall submit to CITY, drawings, probable construction cost estimates, and other items necessary to confirm financing for the PROJECT. CONSULTANT, at its own expense, shall provide a complete set of the Design Development Documents described herein for CITY's review and approval. CONSULTANT shall provide a written timetable for full and adequate completion of the PROJECT to CITY. CONSULTANT shall assist CITY in applying for and obtaining required approvals from all Federal, State, Regional or Local Agencies concerned with the PROJECT. CONSULTANT shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the PROJECT and to obtain final approval and acceptance by any agencies as may be required. CONSULTANT shall provide, for CITY's review and approval, a preliminary schedule of all color materials and selections of textures, finishes, fixtures and furnishings, and other matters involving an aesthetic decision about the PROJECT.

SECTION 3. CONSTRUCTION DOCUMENTS AND BIDDING PHASES

- A. **CONSTRUCTION DRAWINGS AND SPECIFICATIONS.** Based on CITY'S written approval of Design Development Documents and any further adjustments in the scope or quality of the PROJECT or in the construction budget as authorized in writing by CITY, CONSULTANT shall prepare, for approval by CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT, and which will comply with all applicable laws, ordinances, codes, rules and regulations as of the date of issuance of such Construction Documents. The Construction Documents shall reflect all agreements between CITY and CONSULTANT related to CITY's budget constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities.
- B. **PROJECT BID ASSISTANCE.** Following CITY's approval of the Construction Documents, CONSULTANT shall assist CITY in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract for construction, and the form of Agreement between CITY and Contractor, for CITY's final review, approval and use.
- C. **CONSTRUCTION COST PREPARATION.** CONSULTANT shall advise CITY of any adjustments to previous preliminary opinion of probable construction cost indicated by changes in requirements or general market conditions.
- D. **PERMITTING AND CONSTRUCTION APPROVAL.** CONSULTANT shall provide CITY with a list of all permits, approvals or other authorizations required for the PROJECT from all Federal, State or Local Governmental Bodies with approval jurisdiction over the PROJECT. CONSULTANT shall then assist CITY in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by CITY.
- E. **CONTRACT AWARD ASSISTANCE.** CONSULTANT, following CITY approval of the Construction Documents and of the latest preliminary opinion of probable construction cost, shall assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

SECTION 4. CONSTRUCTION ADMINISTRATION PHASE

- A. **DURATION OF CONSTRUCTION ADMINISTRATION SERVICES.** CONSULTANT's responsibility to provide Basic Services for the Construction Phase under this AGREEMENT commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to CITY of the final Certificate for Payment or sixty (60) days after the scheduled date of Substantial Completion of the work on the PROJECT, defined by the bidding documents.
- B. **Duties, responsibilities and limitations of authority of CONSULTANT under this Agreement shall not be restricted, modified or extended without written agreement of CITY and CONSULTANT.**

- C. CONSULTANT REPRESENTATION OF CITY. CONSULTANT shall be a representative of and shall advise and consult with CITY during the administration of the Contract for Construction. CONSULTANT shall have authority to act on behalf of CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- D. CONSTRUCTION OBSERVATION SERVICES. CONSULTANT, as a representative of CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep CITY informed about the progress and quality of the portion of the work on the PROJECT completed; (2) to endeavor to guard CITY against defects and deficiencies in the work on the PROJECT; and (3) to determine in general if the work on the PROJECT is being performed in a manner indicating that the work on the PROJECT, when fully completed, will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on the PROJECT. CONSULTANT shall neither have control over nor charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work on the PROJECT, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- E. NOTICE OF DEVIATIONS OF CONTRACT DOCUMENTS. CONSULTANT shall report to CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, CONSULTANT shall not be responsible for Contractor's failure to perform the work on the PROJECT in accordance with the requirements of the Contract Documents. CONSULTANT shall be responsible for CONSULTANT's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work on the PROJECT.
- F. ACCESS TO PROJECT SITE. CONSULTANT shall at all times have access to the work on the PROJECT wherever and whenever it is in preparation or progress.
- G. COMMUNICATION WITH CONTRACTOR. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, CITY shall endeavor to communicate with Contractor through CONSULTANT about matters arising out of or relating to the Contract Documents. Communications by and with CONSULTANT's sub-consultants shall be through CONSULTANT.
- H. INTERPRETATION OF CONTRACT DOCUMENTS. CONSULTANT shall make interpretations and decisions regarding the intent of the Contract Documents. When making such interpretations and initial decisions, CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- I. DISPUTE RESOLUTION. The CONSULTANT shall make initial decisions on claims, disputes or other matters in question between CITY and Contractor as provided in the Contract Documents. However, CONSULTANT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

SECTION 5. WARRANTY INSPECTION SERVICES

WARRANTY INSPECTION SERVICES. CONSULTANT shall attend and participate in the Contractor Warranty inspection which shall occur approximately eleven (11) months after Substantial Completion of the PROJECT. CONSULTANT shall inspect and document any and all observed warranty defects in the PROJECT and shall assist CITY in identifying appropriate corrective actions necessary to remedy said defects. CONSULTANT shall communicate such required corrective actions to Contractor and shall inspect all corrective actions to verify remedy of all identified defects to CITY's satisfaction, and shall provide CITY with documentation regarding all required corrective actions and verifying final remedy and approval of such action.

SECTION 6. SCHEDULE OF SERVICE DELIVERY

PROJECT MILESTONES. Time is of the essence for each and every provision of this Agreement. CONSULTANT understands that PROJECT funding is dependent upon the expeditious progress of the PROJECT, and that such progress is dependent upon the services to be provided by CONSULTANT and timely performance of CITY's obligations under this Agreement. CITY and CONSULTANT mutually agree upon the following milestones for the CONSULTANT's delivery of Basic Services under this Agreement:

Professional Service Task	Date of Service Completion
PROJECT Program Verification	08-15-2019
Schematic Design	08-30-2019
Design Development Phase	09-31-2019
Construction Documents (60%)	10-31-2019
Construction Documents (90%)	11-31-2019
Final Bid Document Delivery	12-31-2019
PROJECT Bid Open Date	01-04-2020
PROJECT Bid Close Date	01-24-2020

SECTION 7. COMPENSATION SUMMARY

- A. The Basic Services fee shall cover all expenses related to all reasonably anticipated professional design services required for the development of the PROJECT including the preparation and completion of architectural design services (including civil, structural, mechanical, electrical, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, [construction inspection services, and warranty inspection and warranty defect resolution assistance.]

- B. For Basic Services, as described in this AGREEMENT and the sections above, Basic Compensation shall be based on the stipulated sum, not to exceed amount of FOUR HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$479,000).
- C. CONSULTANT shall be entitled to reimbursement of direct expenses incurred and attributable to the PROJECT including, but not limited to, travel and mileage reimbursement, printing and production costs, and similar expenses. Requests for reimbursement shall include detailed information regarding the requested reimbursed expenses and describe under what conditions the cost was incurred, to provide CITY the ability to verify that expense is correct, eligible, and appropriate for reimbursement for the PROJECT. Such reimbursable expenses shall not exceed a total of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000).
- D. Progress payments for Basic Services in each Phase shall total the following percentages of the total Basic Compensation payable:

Preparation / Surveys, Program Verification Phase:	\$23,950	five percent (5%)
Schematic Design Phase:	\$71,850	fifteen percent (15%)
Design Development Phase:	\$119,750	twenty-five percent (25%)
Construction Documents Phase:	\$143,700	thirty percent (30%)
Bidding or Negotiation Phase:	\$23,950	five percent (5%)
Construction Phase:	\$95,800	twenty percent (20%)
Total Basic Compensation:	\$479,000	one hundred percent (100%)

- E. COMPENSATION FOR ADDITIONAL SERVICES. For any additional services of CONSULTANT beyond the scope of Basic Services detailed herein, such additional services shall be provided only as authorized in writing in advance by CITY based upon the hourly rates defined below:

Principal Architect	\$175 / hour
PROJECT Architect	\$150 / hour
Technical Staff	\$85 / hour
Office Administration	\$75 / hour
Clerical	\$75 / hour

The cost for additional services of consultants and/or subcontractors, including additional structural, mechanical and electrical engineering services, shall be the actual amounts billed to CONSULTANT for such services, plus a ten percent (10%) handling fee.

CITY COUNCIL STAFF REPORT

DATE: Monday, July 1, 2019



RESPONSIBLE STAFF

Bob Buvel, Tyler Palmer, Deputy Director - Operations

REVIEWED BY

This was reviewed by the Public Works Finance Committee on June 24, 2019 and recommended for conditional approval per staff recommendations.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Sanitary Sewer Service To Appaloosa Court (ACTION ITEM) - Bob Buvel / Tyler Palmer

DESCRIPTION

The Appaloosa Trailer Court is located on the Old Pullman Highway outside of the Moscow city limits. The property currently contains approximately 66 mobile home spaces. The Idaho Department of Environmental Quality (DEQ) has notified the owner of the property that the septic system currently serving the trailer court is out of compliance with DEQ wastewater treatment regulations. In an effort to bring the property into compliance, the owner Mr. Rusty Olps, is proposing a plan to connect the property's sanitary sewer system to the City of Moscow's sewer system by constructing approximately 4,000 feet of sewer main across University of Idaho property. Should the City agree to serve the property, Mr. Olps is also requesting that he only be charged sanitary sewer general facility charges for only the 44 slots that are currently occupied and that the City of Moscow standard charge of double the normal monthly rates for properties outside city limits be reduced to one and a half times the monthly rate. It should be noted that Mr. Olps is not requesting annexation of the property.

STAFF RECOMMENDATION

Consider request of Rusty Olps to be allowed to connect the existing Appaloosa Mobile Home Court to the City's sanitary sewer system and provide direction on the following items:

1. Will Serve Letter: Provide direction to staff to issue a Will-Serve letter for the Appaloosa Mobile Home Court without annexation; Provide direction to issue a Will-Serve letter for the Appaloosa Mobile Home Court upon the condition of annexation; or provide staff further direction.
2. Future Property Use Restriction: Require the property owner to enter development agreement restricting the use of the proposed sewer service to that of the existing mobile home development, and that any further development or redevelopment must be approved by the City Council; provide sanitary sewer service with no restrictions; or provide staff further direction.
3. General Facilities Charges: Require the payment of General Facilities Charges (GFC) for all occupied spaces and enter into an agreement with the owner to pay the then current GFC fees at that time that any future dwelling units are installed upon the current vacant spaces; Required the owner to pay GFCs for all 66 available spaces; or provide staff further direction.
4. Monthly Sewer Service Fees: Direct staff to establish a special sewer service rate of 150% of the in-City service rates to be applied to the Appaloosa Mobile Home Court; Direct Staff to charge the current out-of-City rate of 200% of the in-City rate to the Appaloosa Mobile Home Court; or provide staff further direction.

PROPOSED ACTIONS

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FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Appaloosa City Fees Request
2. City Supervisor Memo Reardung Appaloosa Request for Sewer
3. Appaloosa Court Preliminary Engineering Overview of Sewer Route
4. Appaloosa Aerial Map

Rusty Olps

931 Harold St. Moscow, ID 83843

Phone: 208.301.4029

E-Mail: rdolpsjr@gmail.com

Date: June 18, 2019

Mr. Buvel, Mr. Riedner, and to To Those Whom It May Concern:

I've had the pleasure of working with city and county staff on solutions near term and long term for the mobile home park formerly and justifiably referred to as "The Pit" which I purchased in August of 2016 for simple investment purposes. The sewer discharge dilemma precipitating this conversation was completely unanticipated by me. I found out about the problem in 2017. For two years, I've been worrying, planning, and spending time and money towards the development of a solution to this problem.

I have two clear options to address this disastrous sewer problem.

The first option is to default on my loan and walk away. This would be relatively cheap and very easy, and frankly, very tempting.

The second option is to redeem this fiasco by pouring several hundred thousand dollars into the park in order to fix the sewer and pay facility fees and then turn around and develop the property with an investment of several million dollars into truly affordable real housing. This may be modular, stick-framed, and/or mobile units, all currently buildable by right within the current R4 zoning and all affordable by state definitions.

I'm choosing this riskier, arguably more noble second option. And I would appreciate your participation by considering the following requests in this endeavor:

1. First, I do not seek annexation.
2. I would like to keep Appaloosa Court in the county, and I would like to pay full facility fees of \$2400 per tap *for active sites*.
3. Since there is no ready mechanism to charge city facility fees to my county sewer taps, I'd like to request that the tap fees be charged once to the entire park for the duration of the park's existence. Here's the formula I would suggest: I currently have 44 homes hooked up to my sewer system. I would appreciate facility fees be charged at the rate of 44 times the \$2400 required per dwelling unit for a total charge of \$105,600 payable by the end of the year.

4. I request monthly fees be charged to the park ownership at the rate of 44 times one and a half times the city's normal fees in lieu of the city's normal double charge. This helps keep monthly charges lower than the double rate normally required, but higher than the city's normal charges.

5. I would ask that the city note my intention to improve the affordable housing options in our region, but consider the park as it is. A great deal of money and time will be required to fulfill my long-term vision and the care of my current tenants is of immanent importance, regardless.

Sincere thanks for your time and consideration,

A handwritten signature in black ink, appearing to read "Rusty Olps". The signature is written in a cursive, flowing style with a small flourish at the end.

Rusty Olps for Appaloosa Court LLC. and the Appaloosa Court Tenants

MEMORANDUM



To: Public Works/Finance Committee

From: Gary J. Riedner, City Supervisor

Date: June 21, 2019

Re: Request for Will-Serve Letter by Rusty Olps for Sewer Service to Appaloosa Court

Rusty Olps, the owner of Appaloosa Mobile Home Court, located on the old Moscow-Pullman Highway just east of the University of Idaho Kibbie Dome has submitted a request for a Will-Serve letter from the City for sewer service outside of the City limits. A Will-Serve letter, if issued by the City, indicates that the City is willing to accept and process sewage from Appaloosa.

There are several issues for the City Council to address in this request, prior to authorizing a Will-Serve letter:

Background

Several years ago a stormwater quality study by the University of Idaho discovered highly contaminated surface water being released from the Appaloosa Trailer Court. The University filed a complaint with DEQ and DEQ determined the Appaloosa Court system was the source of an unpermitted discharge. Mr. Olps indicates that the current sewage-treatment lagoons are discharging sewage onto the property of the University of Idaho and that limitations of adequate space and challenges of topography prevent him from replacing or upgrading the private sewage treatment system. The Idaho Department of Environmental Quality is requiring Appaloosa to acquire a discharge permit and bring the system into compliance in order for the mobile home court to continue operations.

Mr. Olps indicates that his request is intended to address the current failure of Appaloosa Court's failed sewage-treatment system, but he also suggests that he is considering the potential redevelopment of the current Appaloosa Court trailer court site with possible "modular, stick-framed, and/or mobile units, all currently buildable within the current R4 zoning and all affordable by state definitions." It is presumed that Mr. Olps would utilize the proposed authorization to discharge to the City's sewer system to service any proposed redevelopment of the site.

Capacity and Capability to Serve

Moscow's sewage treatment facility has the capacity for the additional flow that this development will generate. The facility was designed for 4.0 mgd average daily flow and a peak flow of 10 mgd. Our present average daily flow (yearly avg.) is 1.98 mgd and our present highest ever peak flow measured was 10.56 mgd during a large hydrologic event. Our sanitary sewer comprehensive plan was adopted in 2011. This development currently consisting of 44 residential mobile homes will contribute approximately an additional 0.0131 mgd average daily flow.

Mr. Olps represents that he has access across the University of Idaho's property to install the necessary pipe to convey the sewage from Appaloosa's location to the City's Water Reclamation and Reuse Facility (WRRF). Mr. Olps' design engineer has laid out a preliminary route through the University of Idaho property and indicates that the University of Idaho will not entertain finalizing a route for the sewer line through University property unless the City of Moscow first agrees to provide sanitary service to Appaloosa Court.

Serving Property Outside of City Limits

Typically requests for water and/or sewer service outside of the City limits involve individual residential properties which are experiencing issues with failure of their systems, normally involving health endangerment issues. These requests are processed by the Public Works Director, who applies the City Council's policies in making decisions whether or not to grant such service. Prior to granting such service, the property owners are required to either consent to annexation by the City if it is appropriate, or to sign a document stating that they will not oppose annexation when it is deemed appropriate by the City. The decision to require annexation is made in conformance with Resolution 2007-01.

Appaloosa's situation is radically different from proposals to provide services outside City limits to individual residences. Currently Appaloosa contains 44 occupied spaces, and has capacity for a total of 66 spaces. The situation is similar to services that would be provided to a sewer district, such as the Southeast Moscow Sewer District, which serves multiple residences. Because of this issue, staff is seeking City Council action regarding the application.

Resolution 95-16 relating to provision of water and sewer services to customers outside of the City limits states:

- 4. The City of Moscow may make City sewer and/or water services available, on a temporary basis, to properties located outside the City limits where an existing sewer or water system does not meet Idaho Department of Health or EPA standards and might pose a serious health problem, under the following conditions:*
 - A. That any subsequent development within the area served be constructed to applicable City standards.*
 - B. That property owners not oppose annexation when the property becomes eligible for annexation.*
 - C. That appropriate fees be established to cover operation, maintenance, and expansion costs of the facilities.*
- 5. Water and sewer services provided pursuant to this resolution must be specifically requested by a property owner.*
- 6. The following policies apply with respect to water/sewer extension costs to residential development:*
 - A. All improvements within a subdivision are the responsibility of the subdivider.*
 - B. For necessary off-site improvements, the subdivider will extend City water/sewer lines to the development.*

- C. The City reserves the right to oversize, at City expense, the water and/or sewer lines required of a developer to properly service the development.*
- D. Sewer lift stations required for a sanitary sewer operations will be the responsibility of the developer.*
- E. The City of Moscow reserves the right to assess individual water and/or sewer connection fees to help fund oversizing costs.*

Annexation

Resolution 95-16 requires that a property owner not oppose annexation to the City in order to receive sewer service outside of the City limits. Mr. Olps previously inquired regarding the potential of the City annexing Appaloosa Mobile Home Court, and City staff conducted a review of the property in conformance with City Resolutions.

Resolution 2007-01, relating to annexation of properties outside the City limits states:

- 3. The City of Moscow will consider annexation whenever the property owner requests annexation but will not automatically annex. Decision regarding annexation will be evaluated on the ability of the City to provide public services, including but not limited to, water, sewer, police, fire, parks and recreation, and planning and zoning, in an efficient manner that would not result in the eroding of service levels enjoyed throughout the City.*
- 4. Costs relating to the extension of City water and/or sewer services to annexed properties shall be based on the provisions of Resolution No. 95-16.*
- 5. Any annexation shall include all portions of highway, street or road rights-of-way located within or adjacent to the property being annexed.*

Appaloosa is adjacent to City limits. It is accessed by a road located within and served by the North Latah Highway District. The road is paved, but otherwise not constructed to City standards. The City's annexation policy requires that the adjacent road also be annexed. Appaloosa is remote from the City's water and sewer system infrastructure. There nearest location of City water main is at the WRRF, a distance of approximately 3,000 feet, and that main is fed by the University system. As Appaloosa is not designed and constructed to the City's mobile home park standards, police and fire access is impeded. Staff's recommendation to the City Council is that the City not annex Appaloosa because of the difficulty and great expense to provide water and sewer services, as well as the logistical challenges of providing emergency services to the site.

Further, Resolution 95-16 requires that subsequent development within the area receiving the service be constructed to current City standards, which would likely represent increased costs to the developer, while the City would be faced with providing code compliance services to a mobile home park that is not constructed to City standards.

Rates and Fees

Resolution 2018-15 (the City's annual fee resolution) dictates the charges for both rates to be paid by properties outside of the City limits which receive water and sewer services, and General Facilities Charges (GFCs):

Monthly Sewer Service Rates

2. *Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park) - 37.00*

Water Service Rates

- B. *Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City - 200% of the minimum service charge and water rate charge.*

General Facilities Charge

3. *Trailer 2,410.00 + 29.00/PFU over 20*

Mr. Olps has requested to be charged GFC's for 44 slots that are currently occupied and that the City of Moscow policy of charging double monthly rates for properties outside City limits be reduced to one and a half times the monthly rate.

Resolution 2018-15 provides the schedule of charges for the requested service outside the City limits. As previously stated, currently Appaloosa contains 44 occupied spaces, and has capacity for a total of 66 spaces. Utilizing these numbers, the cost of GFC's for current occupancy would be \$106,040.00 (44 spaces x \$2,410.00), while GFC's for total capacity would be \$159,060.00 (66 spaces x \$2,410.00).

The requested reduced monthly sewer service charges of 150% of the in city rate for the current occupancy would be \$2,442.00 (44 spaces x \$55.50), while monthly sewer service charges for total capacity at the out of city established rate of 200% of the in city rate would be \$4884.00 (66 spaces x \$74.00).

If City Council approves charges for only the occupied sites, Staff believes that we can establish a procedure with Latah County through the mobile home installation permit process to collect GFC fees and update sewer service billing to the owner at that time.

Staff is seeking for direction from City Council on the following issues:

1. Will the City approve the issuance of a Will-Serve letter to provide sewer service to Appaloosa Mobile Home Court for the existing uses currently on the site?

Staff believes that provided that Mr. Olps is able to convey the sewage from the mobile park to a suitable point of service, the City is able to accommodate the requested service. Staff is supportive of accommodating the requested service for the purpose of assisting with avoiding the displacement of the current residents of the park who may have limited alternative housing options available to them.

2. If the City approves the issuance of a Will-Serve letter to provide sewer service to Appaloosa Mobile Home Court for the existing uses on the site, will the City allow such sewer service to continue to any proposed redevelopment of the site?

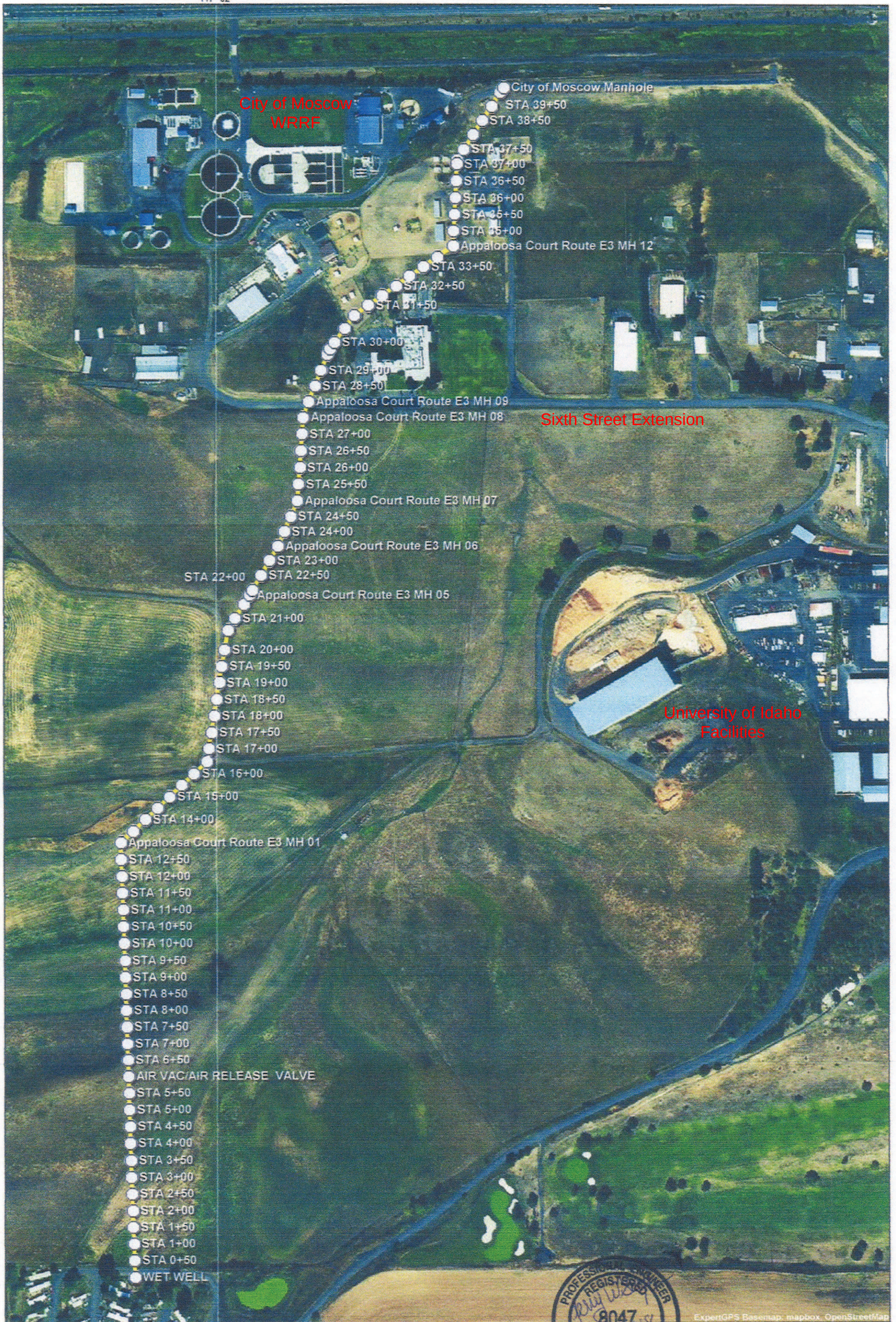
Staff believes that the purpose of allowing service to the property is to assist in avoiding the displacement of the current residents of the park and not to spur or support further development of the property as the property cannot be easily served with all necessary public services. As such, Staff would recommend that the City require the owner to enter into a development agreement restricting the use of the proposed sewer service to that of the existing mobile home development, and that any further development or redevelopment must be approved by the City.

3. Will the City require annexation as a condition of service, or require Mr. Olps to execute a letter stating that he would not oppose annexation in the future if the City wished to annex Appaloosa Mobile Home Court?

Staff does not believe annexation of the property is in the City's best interest at this time due to the difficulty in providing all municipal services to the property. In accordance with City policies, Staff does recommend that the recommended development agreement include a "no protest" provision.

4. Will the City approve Mr. Olps' request to be charged of occupied sites only and a reduction from the double sewer service rates mandated by Resolution 2018-15 to a monthly rate of one and a half times the normal monthly rate?

As discussed above, the service to the mobile home park with multiple units that is to be provided via a private main to a point of service that is located in very close proximity to the WWRF. This is somewhat similar to the agreements that the City has had with current and prior water and sewer districts which have historically been served at the in-city rates with more modest surcharges. Additionally, the double sewer service rate has historically been utilized as an incentive for property owners to annex their property in order to benefit from City Services. In this instance, annexation may not be in the City's best interest at this time and it may be appropriate to consider a less punitive rate given the circumstances surrounding the request.





University of Idaho

University of Idaho Facilities

University of Idaho Golf Course

Golf Course Tank

City Limits

Appaloosa Court

Existing Wet Well

Old Pullman Hwy

Old Pullman Rd