

Moscow City Council



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday, November 18,
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

PROCLAMATION - FOOD DRIVE DAY PROCLAMATION

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council November 4, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Disbursement Report October 2019 - Sarah Banks

Staff will present the Accounts Payable Report for the month ending October 2019. An updated September report with final FY2019 revenue figures is also attached. This was reviewed by the Public Works/Finance Committee on November 11, 2019 and recommended for approval.

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

C. Lot Line Adjustment 2312 and 2306 Third Street - Bill Belknap

The applicant, Rafik Itani, is requesting a lot line adjustment between two properties located at 2312 and 2306 Third Street. The proposed lot line adjustment would reduce the lot addressed as 2306 Third Street from 8,015 sf to 7,328 sf and expand the lot addressed 2312 Third Street from 8,473 sf to 9,160 sf. The applicant is requesting the lot line adjustment in order to conform to side yard setback requirements for future construction of single family dwellings upon the subject properties. Each lot is currently vacant. The

subject properties are located within the Moderate Density, Single-Family Residential Zoning District (R-2). Within the R-2 Zoning District, lots with single-family dwellings require a minimum area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets both of these standards. This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

ACTION: Approve the lot line adjustment at 2312 Third Street and 2306 East Third Street with no conditions.

D. Update to Fee Resolution for Water and Sewer GFC's in accordance with Construction Cost Index – Tyler Palmer

The City has worked to identify the most equitable way to apply cost increases to our General Facilities Charges associated with new water and sewer service installations. The Engineering News-Record (ENR) Construction Cost Index History is broadly used as a reliable source for tracking costs related to materials and labor required for the installation of infrastructure. The use of this index results in a 3.03% adjustment to the rates in the FY2020 Fee Schedule. This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

ACTION: Approve the amended FY2020 fee resolution.

E. Master Services Agreement with Hodge and Associates - Bill Belknap

In 2017 the City conducted a design professional prequalification process to prepare a professional services consultant roster. Hodge and Associates, Inc. of Moscow were deemed to be qualified to provide general civil engineering services at that time. Staff wishes to execute the attached Master Agreement to allow Hodge and Associates to provide design services on a task order basis in accordance with the recently passed Resolution 2019-20 which established to process for the development of a preapproved list of qualified professional service providers. This agreement will be effective through December 31, 2020 at which time the City anticipates conducting the re-qualification process in accordance with the Resolution. This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

ACTION: Approve the Master Services Agreement with Hodge and Associates.

F. Memorandum of Understanding with Moscow Rural Fire District – Gary J. Riedner / Brian Nickerson

The Moscow Rural Fire District (MRFD), the Moscow Volunteer Fire Department (MVFD) and the City of Moscow have worked together for many decades, without a formal agreement. The MRFD is a Fire Protection District and shares many of the same volunteers as the MVFD. The Moscow Fire Chief also serves as the Chief of the MRFD, providing fire command and administrative support services to the MRFD. Both the MRFD and the City of Moscow provide mutual support to the other entity in times of need. The City and the Commissioners of the MRFD desire to memorialize the relationship through the attached Memorandum of Understanding for Council consideration. This was reviewed by the Administrative Committee on November 12, 2019 and recommended for approval.

ACTION: Approve the Memorandum of Understanding between the City of Moscow and the Moscow Rural Fire District.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

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

5. Moscow Chamber of Commerce Annual Report – Jenny Ford / Mike O'Brien

6. ERP Financial Software Purchase Approval (ACTION ITEM) - Gary J. Riedner

The City has been utilizing Springbrook software as its financial software for the past sixteen years. Staff has determined that Springbrook no longer meets the current needs of the City, as explained in the accompanying memo from the City Supervisor. Staff is seeking City Council authorization to issue a Request for Proposals for Enterprise Resource Planning software to replace the City's financial software. As funds for the purchase of replacement software was not budgeted in FY2020, staff is requesting authorization from City Council to appropriate funding in the City's open budget process to allow purchase of replacement software in the current fiscal year in accordance with the accompanying memo. A report was given to both City Council Committees on November 12, 2019 and staff was directed to proceed to City Council on November 18, 2019.

PROPOSED ACTIONS: Authorize staff to issue a Request for Proposals for enterprise resource planning software and the funds for such purchase will be appropriated in the City's open budget process in accordance with the attached memo from the City Supervisor, or take such other action deemed appropriate.

7. Sustainability Update – Kyle Steele / Tyler Palmer

8. Strategic Planning – Gary Riedner / Jen Pfiffner / Jesse Flowers

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.

FOOD DRIVE DAY PROCLAMATION

WHEREAS, Palouse Cares is a non-profit organization with a mission to reduce food insecurity on the Palouse; and

WHEREAS, food insecurity is a significant problem in Latah County, seeing an increase in childhood hunger from last year; and

WHEREAS, the Moscow School District reported on average more than 26% of Moscow students are eligible for free or reduced price federal-funded meal benefits; and

WHEREAS, state and federal programs that previously helped fill some of the voids have seen a decline in program budgets and staffing, placing more pressure on local community members to find solutions; and

WHEREAS, in response to such unsettling circumstances, Palouse Cares holds an annual food drive in the hopes of inspiring a national event to continue to fight childhood hunger; and

WHEREAS, in 2018, Palouse Cares helped eight communities in Latah County with food, toiletries and financial support, including donating 30,000 pounds to the City of Moscow Food Banks and outlining Latah Communities.

NOW THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim Saturday, December 7, 2019 as

Food Drive Day

in the City of Moscow, and urge residents to set non-perishable food items on their porches or by their front doors for pick-up by volunteers on that day, to help combat childhood hunger in our community, and eventually, around the world.



DATED this 18th day of November, 2019.

Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, November 4, 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, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Anne Zabala

ABSENT: Art Bettge, Gina Taruscio

STAFF: Gary J. Riedner, Mia Vowels, Bill Belknap, David Schott, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council October 21, 2019 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Professional Service Prequalification Process Resolution - Bill Belknap

The City frequently requires the services of design professionals necessary for the design and construction of a variety of public utility, facility and other public construction projects. Idaho requires that procurement of professional service contracts with design professionals (professional engineers, architects and landscape architects), construction managers and professional land surveyors shall be based upon the qualifications and demonstrated competence of the provider of the required services. As a result, each time the City needed design services, the City historically published project specific requests for qualifications to identify a qualified provider, negotiated an agreement for the professional design services, and then brought it forward to the Council for approval. Idaho Code § 67-2320(2)(h) allows the option for public agencies to create a preapproved list of qualified professional service providers following a published request for qualifications. Once a list has been established, the City can then directly negotiate a professional services agreement with any of those preapproved professionals. Administration has requested that staff formalize the prequalification process through adoption of a Council Resolution which has been prepared for the Council's consideration. This was reviewed by the Public Works/Finance Committee on October 28, 2019 and recommended for approval.

ACTION: Approve the proposed Resolution.

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

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

None offered.

3. Mayors Appointments (ACTION ITEM)

None offered.

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

Dulce Kersting-Lark, Executive Director of Latah County Historical Society, explained the McConnell Mansion roof needed to be replaced and this summer it was completed. It was a combined project Idaho Heritage Trust, City of Moscow, Latah County and the Historical Society. She detailed the project and showed before and after.

Jason Nierman, invited everyone to the November 11th veteran's appreciation dinner put on in cooperation with the Moscow Chamber of Commerce and local businesses.

Eric Engerbretson, Moscow, feels Moscow streets need more attention. He encouraged Council to drive First Street as it was chip sealed yet the potholes are still there.

Jenny Ford, Chamber Executive Director, brought the Leadership Moscow participants to the meeting and introduced them.

5. Citizen Commission Report - Moscow Tree Commission – David Schott / Daniel Cronan

Schott introduced Daniel Cronin, chair of the Moscow Tree Commission. Cronin listed the members of the Commission and shared the mission statement. He defined "green infrastructure", which frames habitat. Goals for the Commission are promoting education, enhancing planning, increase tree planting among others. The Commission has hosted workshops through the P&R Department including pruning, tree planting best practices and other forest related classes. Cronin spoke on the process for Harvest Park.

6. Idaho Department of Commerce Opportunity Fund Agreements (ACTION ITEM) – Bill Belknap

During EMSI's recent corporate headquarters competitive site selection process, the State of Idaho offered a \$350,000 incentive from the State's Opportunity Fund Incentive Program to assist with necessary public infrastructure improvements associated with the project. The program is similar to the Community Development Block Grant Program except the funding is at the discretion of the Director of the Idaho Department of Commerce. Within the Opportunity Fund Program, the funding must be received by a public entity who in turn reimburses the subject company for approved public improvement expenses. This requires two separate agreements: one between the City and State, and one between the City and Company. Staff has prepared the draft Agreements for the Council's review and approval. This was reviewed by the Public Works/Finance Committee on October 28, 2019 and recommended for approval.

PROPOSED ACTIONS: Approve the Opportunity Fund Agreements; or reject the Agreements; or take other such other action deemed appropriate.

Belknap introduced the item as written above and provided a design diagram illustrating the infrastructure and building footprint. The City's only obligation is processing of reimbursement. The program was only created three to four years ago however two other site selections have occurred but did not work out.

Bonzo moved and Boland seconded to approve the Opportunity Fund agreements. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Idaho Department of Environmental Quality Domestic Water System Loan Offer Phase II (ACTION ITEM) - Bill Belknap

In 2014, the City sought and received judicial confirmation granting the City the authority to issue revenue bonds, without a public vote, to finance improvements to City's Water System including the reconstruction of six water booster stations, the drilling and development of a new domestic well, and construction of limited piping systems associated with the booster stations and well, to rectify existing fire flow and water production deficiencies within the City's domestic water system. The City has utilized nearly all of the \$4.3 million of the initial DEQ loan to fund the improvements that have been completed at this time. The remaining improvements are anticipated to cost an additional \$6.8 Million to complete. DEQ has offered to issue an additional \$4.3 million loan to the City under the same terms and conditions as the initial loan offer. The City and DEQ would close out the initial loan and the City would begin repayment of that loan in 2020. If the City accepted the phase II funding loan offer, the City would complete Well #10 and the Indian Hills water main in 2020, and construct the two booster stations in 2021. This was reviewed by the Public Works/Finance Committee on October 28, 2019 and forwarded to the full Council for review and action.

PROPOSED ACTIONS: Approve the DEQ Phase II Domestic Water System Improvement Loan Offer and associated Resolution; or take such other action deemed appropriate.

Belknap introduced the item as written above. Since Committee review, staff became aware the city of Lewiston received a slightly lower interest rate of 1.5% due to being a disadvantaged community. In 2014, Moscow did not meet that standard. However, Moscow does now and may want to consider qualification. DEQ offered to accept a letter of interest for Phase 2 but cannot modify the interest rate for the first loan. The amount of money at the lower interest rate is limited. DEQ will guarantee the higher interest rate and loan while Moscow applies for the lower interest rate option. If approved at the lower interest rate, it would save approximately \$300,000.

Boland moved and Sullivan seconded to approve the DEQ Phase II Domestic Water System Improvement Loan Offer and associated Resolution. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Historic Preservation Commission – Boland said the City Hall interpretive sign was completed.

Planning and Zoning Commission – Sullivan reported the Commission had two public hearings, one

regarding ADU separate service and the other regarding not requiring a covered space in R-1 zone, just space

Bonzo spoke on plastic recycling.

Mayor

Mayor Lambert said he held a MYAC and attended an airport board meeting where they discussed the taxi runway as the next project and the new terminal.

Staff

Riedner reminded the Mayor and Council of the monthly CI/CO/MSD/UI meeting.

ADJOURN

The meeting adjourned at 7:57 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, November 18, 2019



RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report October 2019 - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending October 31, 2019. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of \$3,780,115.61.

Payroll	\$1,039,811.00
FY19 Professional Services	\$93,279.00
FY20 Professional Services	\$59,729.00
FY19 Sanitation	\$293,890.00
FY19 Capital Outlay	\$264,666.00
FY20 Capital Outlay	\$971,758.00
FY19 Capital Outlay - Improvements	\$78,890.00
FY20 Capital Outlay - Improvements	\$39,700.00
FY19 Capital Outlay - Vehicles	\$4,270.00
Supplies	\$114,942.00
Equipment	\$90,170.00
FY19 Utilities	\$82,569.00
Contractual Payments	\$238,288.00
ACH Wells Fargo	\$57,576.00
Insurance	\$131,451.00
Total	\$3,560,989.00

STAFF RECOMMENDATION

Approve the Disbursements Report for the month of October, 2019.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report October 2019
2. Cash & Investments Oct 2019
3. Revenue Report Oct 2019
4. Revenue Report Sept 2019 With Accrued Interest

DISBURSEMENTS REPORT FOR OCTOBER 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 ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		FY 2019		FY2019		FY2019		FY2019		FY2019						
		10/3/2019	10/3/2019	10/10/2019	10/10/2019	10/17/2019	10/17/2019	10/18/2019	10/24/2019	10/24/2019	10/31/2019	00015.09.2019	10/25/2019	10/11/2019	10/25/2019	
BATCH #		00012.09.2019	00001.10.2019	00013.09.2019	00003.10.2019	00014.09.2019	00004.10.2019	00006.10.2019	00016.09.2019	00007.10.2019	00008.10.2019	00005.10.2019 00009.10.2019	00002.10.2019			
CHECK #'s		92623-92764	92765-92796	92831-92879	92797-92830	92880-92933	92934-92970	92971	92972-92980	92981-93029	93030-93093	Sept./Oct. CC and ITD ACH	92971	21068-21084	21085-21095	
Fund #																
101	GENERAL	63,758.43	81,469.59	13,329.10	15,423.78	20,963.57	10,411.19		3,085.02	9,555.21	15,886.82	21,468.42		301,657.31	325,260.37	882,268.81
105	STREETS	10,727.19	5,789.31	657.16	21,500.00	20,317.12	759.82			347,939.99	7,877.67	240.23		25,899.11	25,405.08	153,919.08
120	RECREATION AND CULTURE	14,358.03	14,189.95	16,586.88	1,003.36	21,233.82	3,691.56		333.40	4,029.85	217.43	8,867.88		49,909.20	49,771.24	184,192.60
121	MSD COMM. PLAY FIELDS	4,478.86	360.80	15,380.00		1,752.38				395.00				2,553.88	2,574.36	27,495.28
123	1912 CENTER		1,166.12				7,916.67									9,082.79
128	TRANSIT CENTER		1,383.98		108.60	206.60	926.21									2,625.39
220	WATER	4,452.71	16,536.41	67,663.67	65,712.56	42,337.47	1,831.70		56.90	1,147.30	1,368.84	1,869.08		45,951.19	52,491.52	301,419.35
230	SEWER	23,277.87	23,403.86	64,211.17	530.69	44,819.23	9,159.92			1,543.56	3,529.23	3,255.22		44,907.43	46,840.11	265,478.29
240	SANITATION	89,746.26	802.44	186,979.05						14,550.00	1.75	11.10		3,855.02	5,396.75	301,342.37
290	FLEET	56,643.61	2,435.50	2,812.47		10,631.16	809.70		570.33	235.00	28,404.58	2,117.33		11,440.80	11,561.00	127,661.48
295	INFORMATION SYSTEMS	60,303.33	96,513.06		17,616.47	413.14	14,700.00			1,076.51	2,440.64	19,747.23		18,079.14	16,257.66	247,147.18
320	WATER CAPITAL PROJECTS	13,420.91		4,146.03				63,299.31	1,950.00	18,416.35		63,299.31	(63,299.31)			101,232.60
330	SEWER CAPITAL PROJECTS	896.82		3,991.77		66,990.00		32,608.74		5,140.38		32,608.74	(32,608.74)			109,627.71
340	SANITATION CAPITAL PROJ															0.00
350	CAPITAL PROJECTS	16,608.94		78,930.30		6,029.54		875,850.18	73,060.81	16,142.91		875,850.18	(875,850.18)			1,066,622.68
355	LID CONSTRUCTION															0.00
380	HAMILTON - PARKS & REC															0.00
590	BONDS & INTEREST															0.00
	TOTAL	358,672.96	244,051.02	454,687.60	121,895.46	235,694.03	50,206.77	971,758.23	79,056.46	106,978.46	59,726.96	1,029,334.72	(971,758.23)	504,253.08	535,558.09	3,780,115.61

WIRE Transfers:

Jim Boland, Chair

Art Bettge

Anne Zabala

Sarah L. Banks, Finance Director

City of Moscow
Cash and Investments
Balances as of 10/31/2019

Fund		Year to Date Balance
General Fund	\$	5,649,696.04
Street Fund	\$	1,754,084.12
Culture & Recreation	\$	1,355,769.63
MSDCPF	\$	132,150.53
1912 Fund	\$	39,979.63
Transit Center	\$	67,787.79
Water Fund	\$	3,364,528.46
Sewer/WWTP	\$	5,161,680.44
Sanitation Fund	\$	2,916,311.15
Fleet Fund	\$	3,427,138.62
Information Systems	\$	2,048,544.38
Water Capital	\$	6,920,172.50
Sewer Capital	\$	10,072,846.01
Capital Projects	\$	10,750,627.56
Sanitation Capital	\$	5,521,389.28
LID construction	\$	139,451.33
Hamilton	\$	2,331,037.94
Bond & Interest	\$	19,484.13
LID Funds	\$	18,278.10
Payroll Service	\$	519,863.32
Total Cash & Investments	\$	62,210,820.96

RECEIPTS REPORT FOR October 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	0.00	26,528.74	171,606.46	0.00	194,980.81	21,970.00	55.17	18,727.80	2,500.00	5,553.67	441,922.65
105	STREETS	0.00	0.00	0.00	0.00	25,821.58	0.00	0.00	574.00	0.00	0.00	26,395.58
120	RECREATION AND CULTURE	0.00	0.00	25.00	4,862.00	13,929.70	0.00	0.00	0.00	0.00	0.00	18,816.70
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,405.12	0.00	0.00	0.00	0.00	0.00	0.00	5,405.12
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	3,498.20	0.00	0.00	0.00	0.00	0.00	3,498.20
220	WATER	0.00	0.00	0.00	0.00	478,044.82	0.00	0.35	1,688.93	0.00	0.00	479,734.10
230	SEWER	0.00	0.00	0.00	0.00	904,632.19	0.00	0.00	0.00	0.00	0.00	904,632.19
240	SANITATION	0.00	0.00	0.00	0.00	407,954.80	0.00	0.00	0.00	0.00	0.00	407,954.80
290	FLEET	0.00	0.00	0.00	0.00	95,293.30	0.00	0.00	0.00	0.00	0.00	95,293.30
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	117,392.00	0.00	0.00	1,649.33	0.00	0.00	119,041.33
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0.02
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	0.00	26,528.74	171,631.46	10,267.12	2,241,547.40	21,970.00	55.54	22,640.06	2,500.00	5,553.67	2,502,693.99

RECEIPTS REPORT FOR September 2019 ADJ

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	20,032.80	163,877.64	67,987.23	625,743.12	136,488.83	17,887.20	21,360.08	65,206.57	0.00	4,483.91	1,123,067.38
105	STREETS	3,311.36	0.00	0.00	377,495.47	24,591.59	0.00	6,920.26	381.23	0.00	0.00	412,699.91
120	RECREATION AND CULTURE	0.00	0.00	0.00	200.00	28,287.42	0.00	0.00	0.00	19,709.72	-49.71	48,147.43
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	0.00	1,404.16
220	WATER	0.00	0.00	0.00	0.00	671,552.94	0.00	10,884.89	0.00	0.00	0.00	682,437.83
230	SEWER	0.00	0.00	0.00	0.00	601,168.05	0.00	21,490.01	2,636.12	0.00	0.00	625,294.18
240	SANITATION	0.00	0.00	0.00	0.00	529,940.66	0.00	11,341.19	4,000.00	0.00	0.00	545,281.85
290	FLEET	0.00	0.00	0.00	289,000.00	78,495.26	0.00	10,790.13	0.00	0.00	0.00	378,285.39
295	INFORMATION SYSTEMS	0.00	0.00	0.00	12,545.99	102,851.65	0.00	7,507.21	0.00	0.00	0.00	122,904.85
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	100,044.21	0.00	0.00	27,475.79	0.00	0.00	0.00	127,520.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	39,144.89	0.00	0.00	0.00	39,144.89
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	21,653.77	0.00	0.00	0.00	21,653.77
350	CAPITAL PROJECTS	0.00	0.00	0.00	118,495.68	0.00	0.00	11,656.06	0.00	0.00	2,287.99	132,439.73
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	600.80	0.00	0.00	110.04	710.84
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	6,873.82	0.00	0.00	0.00	6,873.82
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	15,071.69	0.00	0.00	0.00	15,071.69
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		23,344.16	163,877.64	67,987.23	1,528,830.22	2,174,780.56	17,887.20	212,770.59	72,223.92	19,709.72	6,832.23	4,288,243.47

CITY COUNCIL STAFF REPORT

DATE: Monday, November 18, 2019



RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

REVIEWED BY

Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lot Line Adjustment 2312 and 2306 Third Street - Bill Belknap

DESCRIPTION

The applicant, Rafik Itani, is requesting a lot line adjustment between two properties located at 2312 and 2306 Third Street. The proposed lot line adjustment would reduce the lot addressed as 2306 Third Street from 8,015 sf to 7,328 sf and expand the lot addressed 2312 Third Street from 8,473 sf to 9,160 sf. The applicant is requesting the lot line adjustment in order to conform to side yard setback requirements for future construction of single family dwellings upon the subject properties. Each lot is currently vacant. The subject properties are located within the Moderate Density, Single-Family Residential Zoning District (R-2). Within the R-2 Zoning District, lots with single-family dwellings require a minimum area of 7,000 sf and a minimum lot width of 60 feet. The proposed lot line adjustment meets both of these standards. This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve lot line adjustment located at 2312 Third Street and 2306 East Third Street with no conditions.

PROPOSED ACTIONS

ACTION: Approve the lot line adjustment at 2312 Third Street and 2306 East Third Street with no conditions.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2312 and 236 E Third St LLA

To: The Mayor and Council of the City of Moscow

From: Rafik Itani, President of Itani Development IV, Inc.

Re: Petition to adjust the boundary line between Lot 5 Block 2 and Lot 6 Block 2 of Rolling Hills Subdivision #8

Date: October 30, 2019

Dear Mayor and City Council Members:

We are submitting this petition for the purpose of adjusting the location of the property line between Lot 5 Block 2 and Lot 6 Block 2 of Rolling Hills Subdivision #8.

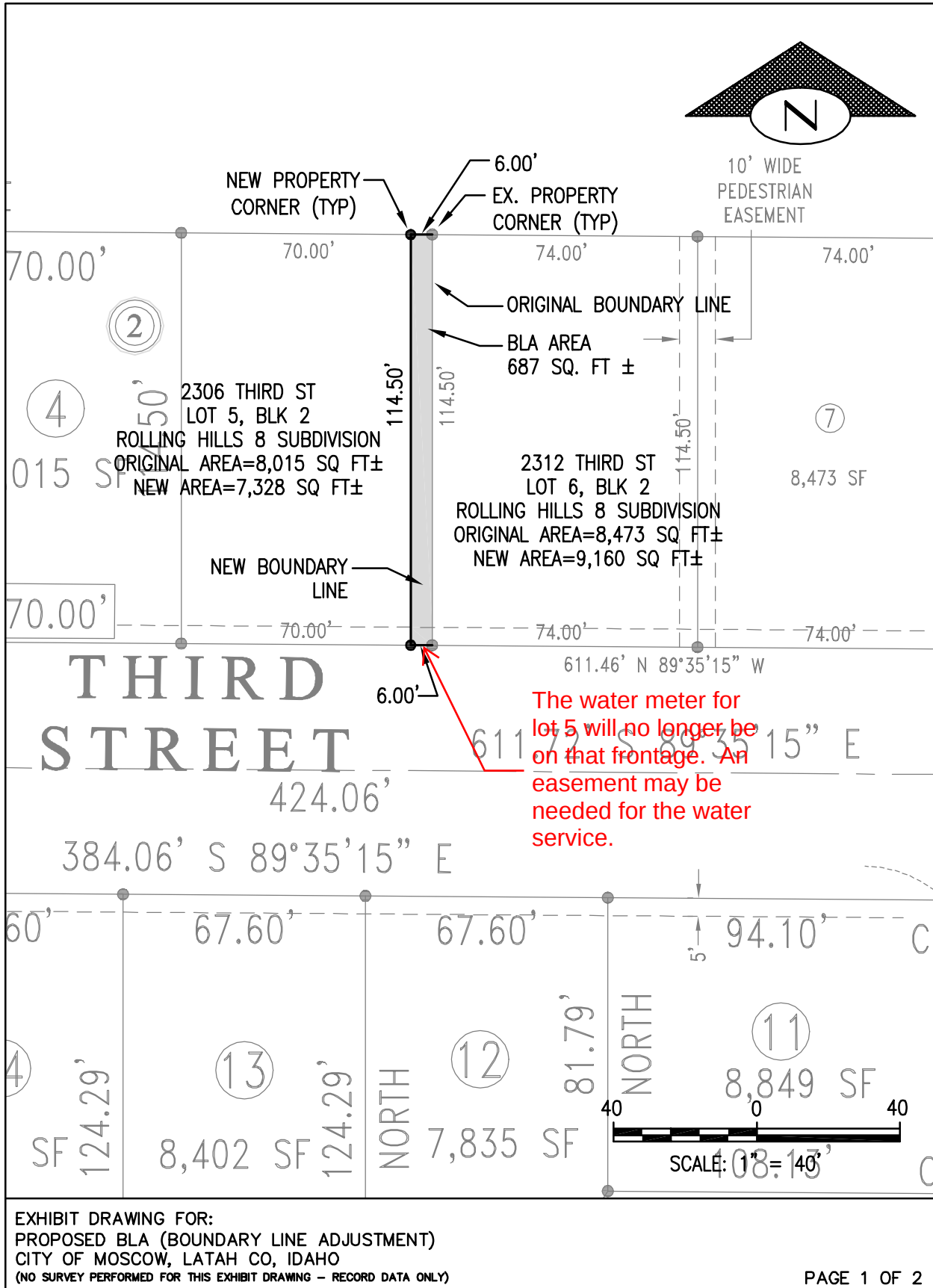
For the current condition, Lot 5 has a 70' frontage on Third Street while that of Lot 6 is 74'. The area of Lot 5 is 8015 sq. ft. and that of Lot 6 is 8473 sq. ft. We propose to move the entire lot line between the two lots 6 feet to the west which will adjust the frontage along Third Street of Lot 5 to 64' and increase the frontage of Lot 6 to 80'. The resulting areas of Lot 5 and Lot 6 are 7328 sq. ft. and 9160 sq. ft., respectively.

Both of these lots are conforming to the City standard before and after the boundary line adjustment.

This boundary line adjustment is required in order to conform with the City's side yard setback requirement for a particular house that we would like to build on Lot 6. We also have a house plan for Lot 5 that we intend to build which would also conform to the City's setback requirements after the proposed boundary line adjustment.

Thank you and we look forward to your decision about this request.

10/31/2019



**Legal Descriptions
(prior to boundary line adjustment)**

PARCEL A (2306 Third Street)

Grantor: Tax Parcel Number RPM08810020050

Lot 5 Block 2 of Rolling Hills 8 Subdivision, Moscow, Idaho

PARCEL B (2312 Third Street)

Grantee: Tax Parcel Number RPM08810020060

Lot 6 Block 2 Rolling Hills 8 Subdivision, Moscow, Idaho

**Legal Descriptions
(after the boundary line adjustment)**

PARCEL A (2306 Third Street)

Grantor:

Lot 5 Block 2 Of Rolling Hills 8 Subdivision, Moscow, Idaho

Excepting Therefrom the East 6.00 Feet of Lot 5 Block 2, Of Rolling Hills 8 Subdivision, City of Moscow, Latah County, Idaho

PARCEL B (2312 Third Street)

Grantee:

Lot 6 Block 2 Of Rolling Hills 8 Subdivision, Moscow, Idaho

And The East 6.00 Feet Of Lot 5 Block 2, Of Rolling Hills 8 Subdivision, City Of Moscow, Latah County, Idaho

CITY COUNCIL STAFF REPORT

DATE: Monday, November 18, 2019



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Update to Fee Resolution for Water and Sewer GFC's in accordance with Construction Cost Index – Tyler Palmer

DESCRIPTION

The City has worked to identify the most equitable way to apply cost increases to our General Facilities Charges associated with new water and sewer service installations. The Engineering News-Record (ENR) Construction Cost Index History is broadly used as a reliable source for tracking costs related to materials and labor required for the installation of infrastructure. The use of this index results in a 3.03% adjustment to the rates in the FY2020 Fee Schedule. This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the amended FY2020 fee resolution.

PROPOSED ACTIONS

ACTION: Approve the amended FY2020 fee resolution.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. FY2020 Fee Resolution amended_MB(pm1)

RESOLUTION NO. 2019 – ____

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF IDAHO, AMENDING THE FEE SCHEDULE ATTACHED TO RESOLUTION 2019-15 ADOPTING A SCHEDULE OF REVISED FEES FOR SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE; AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.

WHEREAS, Pursuant to Idaho Code Sections 63-1311 and 63-1311A regarding City fees for services and fee increases, the City adopted Resolution 2019-15 amending the fee schedule adopted by Resolution 2018-15; and

WHEREAS, the City identified a more equitable way to apply cost increases to the General Facilities Charges associated with the new water and sewer service installations by using the Engineering News-Record (ENR) Construction Cost index, which is broadly used as a reliable source for tracking costs related to materials and labor required for the installation of infrastructure; and

WHEREAS, use of the ENR index results in a three point zero three percent (3.03%) adjustment to the rates that were in the Fee Schedule attached to Resolution 2019-15; and

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

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

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

1. That the fees set forth in Exhibit “A” attached hereto and made a part hereof, be in force and effect in all matters relating to fees from and after the 1st day of October 2019.
2. That this Resolution replaces Resolution 2019-15.
3. That any Resolution or provision thereof which is inconsistent with this Resolution is hereby repealed.

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

**CITY OF MOSCOW
FEE SCHEDULE**

RESOLUTION NO. 2019 – 15

EXHIBIT “A”

EFFECTIVE 10-01-2019

SUBJECT	FEE
LAND USE AND DEVELOPMENT FEES	
A. Conditional and Special Use Permits	500.00
B. Variance	500.00
C. Zoning or Comprehensive Plan Amendments	895.00
D. Annexation Request (includes Comprehensive Plan and Zoning Review)	990.00
E. Planned Unit Developments and Design Reviews	
1. Preliminary or Major Amendment	565.00
2. Final PUD: Community Development Department Engineering Department	275.00 275.00 plus 27.00 per lot
3. Minor Amendment or Design Review (where required)	220.00
F. Subdivision Plat	
1. Preliminary Plat	895.00
2. Final plat: Community Development Department Engineering Department	205.00 275.00 plus 27.00 per lot
G. Lot Division Request: Community Development Department Engineering Department	230.00 130.00 plus 15.50 per lot
H. Lot Line Adjustment Request: Community Development Department Engineering Department	90.00 130.00 plus 15.50 per lot
I. Multi Family or Commercial Site Plan Review or Parking Lot Development or Modification Review: Community Development Department (applicable only when there is no related building permit) Engineering Department (two [2] submittals)	115.00 85.00 plus 5.50 per parking space
J. Fence Permit (fences over six feet in height may require a structural building permit)	29.50
K. Accessory Structure Permit (One-story detached residential accessory building used as tool and storage sheds with a floor area less than 200 sq. ft. and where no building permit is required)	29.50
L. Floodplain Development Permit	72.50

M.	Sign Permits (Additional electrical permit required for electrical signs)	
1.	Permanent Signs	72.50
2.	Portable Signs	29.50
3.	Temporary Signs	16.00
N.	Mobile Home Park Fees	
1.	Plan Review of Mobile Home Parks	535.00
2.	Final Plan Review of Mobile Home Parks	250.00
3.	Construction Permits (to be issued by the Administrative Authority upon approval of all final plans by the City Council to start construction)	500.00 plus per lot fee of 6.50
O.	Recreational Vehicle Parks	
1.	Preliminary Plan Review Fee	440.00
2.	Final Plan Review Fee	250.00
P.	Telecommunications Zoning Review	250.00
Q.	Appeals (For an appeal of any decision of City board and/or commission, Zoning Administrator determination, or Building Official Determination)	250.00
GRADING PERMIT FEES		
A.	Grading Plan Review Fees	
1.	50 cubic yards or less	No Fee
2.	51 to 100 cubic yards	29.40
3.	101 to 1,000 cubic yards	43.00
4.	1,001 to 10,000 cubic yards	58.00
5.	10,001 to 100,000 cubic yards	58.00 for 1 st 10,000 cubic yards plus 29.00 for each additional 10,000 cubic yards or fraction thereof
6.	100,001 cubic yards to 200,000 cubic yards	320.00 for 1 st 100,000 cubic yards plus 16.25 for each additional 10,000 cubic yards or fraction thereof
7.	200,001 cubic yards or more	483.50 for 1 st 200,000 cubic yards plus 8.65 for each additional 10,000 cubic yards or fraction thereof
B.	Grading Permit Fees	
1.	Permit Issuance Fee	26.50
2.	50 cubic yards or less	29.50
3.	51 to 100 cubic yards	43.00
4.	101 to 1,000 cubic yards	43.00 for 1 st 100 cubic yards plus 20.50 for each additional 100 cubic yards or fraction

	thereof
5. 1,001 to 10,000 cubic yards	228 for 1 st 1,000 cubic yards plus 17.25 for each additional 1,000 cubic yards or fraction thereof
6. 10,001 to 100,000 cubic yards	383.00 for 1 st 10,000 cubic yards plus 78.25 for each additional 10,000 cubic yards or fraction thereof
7. 100,001 cubic yards or more	1,088.00 for 1 st 100,000 cubic yards plus 43.00 for each additional 10,000 cubic yards or fraction thereof
BUILDING PERMIT FEES	
A. Permit Issuance Fee (charged with all permits except flat fee and commercial and institutional permits)	27.50
B. Plan Review Fee (Only for projects over \$10,000 in valuation, excluding commercial windows, doors and roofs.)	65% of Building Permit Fee (40% of Building Permit Fee for Duplicate Plans)
C. Plan Review Deposit (credited toward plan review fee)	500.00
D. Building Permit Fees Valuation based on the ICC Building Valuations as published in the February issue of the Building Safety Journal with the following additions: Decks \$13.00 sq ft, Porches \$19.00 sq ft, Pole Buildings \$20.00 sq ft, Unfinished Basement \$43.00 Foundation Permits for Modular Homes Crawl Space \$21.40, Unfinished Basement \$43.00 and Finished Basement \$107.08.	
<u>Total Valuation</u>	<u>Valuation Fee</u>
\$1.00 to \$500.00	27.50
\$501.00 to \$2,000	27.00 for first 500.00 plus 3.50 for each additional 100 or fraction thereof to and including 2,000
\$2,001 to \$25,000	79.50 for the first 2,000 plus 14.50 for each additional 1,000 or fraction thereof, to and including 25,000
\$25,000 to \$50,000	413.00 for first 25,000 plus 10.50 for each additional 1,000 or fraction thereof, to and including 50,000
\$50,001 to \$100,000	675.50 for the first 50,000 plus 7.50 for each additional 1,000 or fraction thereof to and including 100,000
\$100,000 and up	1050.50 for first 100,000 plus 6.00 for each additional 1,000 or fraction thereof.
E. Other inspections and flat fee permits:	
1. Inspections outside normal business hours (per hour; minimum charge – 2 hrs.)	66.50
2. Re-inspection fee	66.50

3. Inspection for which no fee is specifically indicated (per hour; minimum charge - one-half hour)	66.50
4. Special Inspection (when required by the Building Official)	66.50
5. Additional plan review required by changes, additions or revisions to approved plans (per hour; minimum charge – one-half hour)	66.50
6. Structure Moving permit	66.50
7. Inspection of building to be moved	Same as Certificate of Compliance inspection
8. No Permit – Failure to obtain a permit before commencing work	Fee equal to the building permit fee
9. Certificate of Compliance Inspection	
a. Building Ins. (structural & zoning)	66.50
b. Commercial Roofing	66.50
c. Foundation only	66.50
d. Existing wood stove	66.50
e. Electrical	66.50
f. Plumbing	66.50
g. Heating (mechanical)	66.50
10. Demolition Permit	
a. Simple Demolition (non-structural alterations)	57.50
b. Complex Demolition (structural or complete building demolition)	245.00
11. Re-roofing permits for residential structures up to four units (commercial re-roofs require full building permit).	60.00
12. Residing permit (residential up to four units, commercial requires full building permit)	60.00
13. Residential Window & Exterior and Fire Door Installations (residential up to four units, commercial projects require full building permit)	60.00
14. Installation Permits for Mobile/Manufactured Home and Prefabricated Storage Buildings 300 square feet or less with Manufactures Structural Plans (for installations not involving permanent foundations. Additional fees may apply for foundation permits.)	60.00
15. Certificate of Occupancy – Existing Commercial Buildings (includes life safety inspections)	66.50

Plumbing Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	27.50
B. Plumbing residential permit – per dwelling unit (single family and two family only)	19.50 plus 10.00 per plumbing fixture
C. Plumbing appliance installation (water heaters and boilers)	19.50
D. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
1. 0 - \$2,000 Contract Price	30.00 plus 4% contract price up to 2,000
2. \$2,000 - \$10,000 Contract Price	110.00 plus 3% of contract price over 2,000
3. \$10,000 - \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 Contract Price	2,150 + 1% of contract price over 100,000
E. Additional fees: in addition to aforementioned permit fee and residential or commercial/industrial fees, the following charges will be made:	
1. Each lawn sprinkler system backflow device	13.00
2. Vacuum breakers or backflow	13.00
3. For each gray water system	63.00
4. Prefabricated homes, manufactured home	52.00
5. Fire sprinkler inspection and plan review	120.00 plus 2.00 per sprinkler head
Electrical Permit Fees	
A. Permit issuance fee (charged with all permits except flat fee and commercial and institutional permits)	27.50
B. Temporary service	19.50
C. New Residential Electrical Permit - per dwelling unit (single family and two family only)	
1. New Dwelling unit electrical service and wiring	0.115 per sq. ft.
2. Electric Furnaces and unit space heaters (per appliance)	5.50
D. Alterations and Others	
1. Electrical Service Change Out	63.00
2. Extension or addition of up to six (6) circuits	40.00
3. Extension or addition of more than six (6) circuits	62.00
4. Electric Furnaces, Heat Pump, Air Conditioners, Unit Space Heaters and Ventilation Fans (per appliance)	7.50
5. Domestic Water Pumps	30.00
6. Mobile Homes in a mobile home park	73.00

E. Commercial (includes multi-family dwellings, fraternities and sororities, and distribution wiring and pedestals for mobile parks). Fee based on contract price:	
1. \$0 – \$2,000 contract price	30.00 plus 4% of contract price up to 2,000
2. \$2,000 – \$10,000 contract price	110.00 plus 3% of contract price over 2,000
3. \$10,000 – \$100,000 contract price	350.00 plus 2% of contract price over 10,000
4. Over \$100,000 contract price	2,150 plus 1% of contract price over 100,000
Gas/Mechanical Permit Fees	
A. Gas/Mechanical Permits	
1. Permit Issuance Fee (charged with all permits except flat fee and commercial permits)	27.50
2. Residential install of gas fueled furnace, water heater, boiler, fireplace, unit or space heater, per appliance by the BTU as follows:	
a. 0 – 180 thousand BTU	33.00
b. 181 thousand BTU and above	41.00
3. Gas Piping – Fixture or appliance outlets (per outlet)	9.00
4. Wood/Pellet Stoves	19.50
5. Air handlers, for each air-handling unit, including ducts attached thereto	17.25
6. Commercial (includes multi-family dwellings, fraternities and sororities) Fee based on contract price:	
a. \$0 – \$2,000 Contract Price	30.00 plus 4% of contract price up to 2,000
b. \$2,000 – \$10,000 Contract Price	110.00 plus 3% of contract price over 2,001
c. \$10,000 – \$100,000 Contract Price	350.00 plus 2% of contract price over 10,000
d. Over \$100,000 Contract Price	2,150 plus 1% of contract price over 100,000
7. Installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	11.00
8. Repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, or similar system, including installation of controls regulated by this Code.	22.50
9. For each ventilation fan connected to a single duct	11.00

ENGINEERING SERVICES	
A. Engineering public improvement plan review (2 submittals)	125.00 plus 36.50 per plan sheet
B. Engineering extended plan review (3rd submittal and beyond) for: Multi-Family and Commercial Site Plan Reviews Parking Lot Development or Modification Reviews Public Improvements Plan Reviews Other Miscellaneous Plan Reviews	57.75/hr
C. Engineering grading plan review including erosion control agreement	130.00 each
D. Grading Permit Security Deposit	3% of estimated total cost of grading and excavation
E. Engineering telecommunication review – on City facilities only	1,785.00 each
F. Engineering review of revisions or modification to existing telecommunications facilities on City facility	210.00
G. Engineering development agreements including legal review	262.50
H. Engineering monumentation agreements including legal review	125.00
I. Engineering inspection (subdivision, PUD, commercial, and multi-family residential)	1.25% of public improvements construction cost as verified by City
J. Engineering “as-constructed” plan preparation	262.50 plus 36.75 per plan sheet
K. Engineering easement document review/preparation	73.50
L. Highway right-of-way use permits and parade permits through Idaho Transportation Department	105.00 each
M. Right of Way encroachment agreements – administrative	72.00 each
N. Right of Way encroachment agreements – council action	130.00 each
O. Engineering variance – Council Action	130.00
P. Right-of-Way Vacation Request (Includes publication and registered mailings)	660.00
Q. Address Change Fee	27.00
R. No Permit – Non-Compliance Review Fee (one-hour minimum)	63.00/hr
Engineering Publications and Printing	
A. Maps	
1. 8 ½ x 11 City Limit	1.00
2. 11 x 17 City Limit	1.00
3. 22 x 30 City Limit	1.50
4. 22 x 30 Zoning Map	1.50
5. Address, City Limit, Area of City Impact, Comprehensive Plan, Zone, L.I.D., Plat, Street Numbers, Water, Storm, Sanitary, Road, Street and other miscellaneous maps	5.00
6. Digital Contours (per Tile)	125.00

B. Printing and Copies	
1. Copier	
a. 8 ½ x 11	0.10
b. 8 ½ x 14	0.25
c. 11 x 17	0.50
d. 18 x 24	1.00
e. 24 x 36	2.00
f. 24" Roll	1.00 /ft
g. 36" Roll	1.25 /ft
2. Digital Copies	
a. Standard Drawings	5.00/page
b. Construction Drawings	1.00/page
3. Plotter	
a. Prints	
i. 8 ½ x 11	2.00
ii. 11 x 17	2.50
iii. 18 x 24	3.00
iv. 24 x 36	5.00
v. 24" Roll	2.00 /ft
vi. 30" Roll	2.50 /ft
vii. 36" Roll	3.00 /ft
viii. 36" Color	4.00 /ft
ix. 42" Roll	4.50/ft
x. 42" Color	5.00/ft
xi. Plot Set up Fee (per additional layer)	5.00
b. Orthophotos	
i. 8 ½ x 11	3.00
ii. 11 x 17	4.00
iii. 18 x 24	5.00
iv. 24 x 36	10.00
v. 24" Roll	5.00 / ft
vi. 30" Roll	6.00 /ft
vii. 36" Roll	7.50 /ft
viii. 42" Color	9.00/ft

ix. Plot Set up Fee (per additional layer)	5.00
C. Documents	
1. Comprehensive Water System Plan (Free on Website)	35.00
2. Comprehensive Sewer System Plan (Free on Website)	35.00
3. Multimodal Transportation Plan (Free on Website)	35.00
4. Standard Drawings/Construction Specifications (Hard Copy) for single page cost see printing and copies.	5.00 / 5.00
5. Standard Drawings/Construction Specifications (Digital) For single page cost see digital copies.	50.00 / 25.00
Sewer Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one-hour minimum)	60.00/hr
C. Sewer Tapping Fee (The customer will provide the excavation required to expose the main, pump out ground water, shore or slope hole as needed, provide traffic control as needed, fill/compact, and make temporary street patch as needed.)	190.00
D. SE Moscow Water and Sewer District Tapping Fee Surcharge (Properties Outside City Limits)	5.00
E. General Facilities Charge	
1. Single family	2,410.00 <u>2,483.00</u> + 29.00/PFU over 20*
2. Apartment [per unit]	1,775.00 <u>1,829.00</u> + 29.00/PFU over 15*
3. Trailer	2,410.00 <u>2,483.00</u> + 29.00/PFU over 20*
4. Commercial	2,410 <u>2,483.00</u> + 29.00/PFU over 15*
<i>*Equivalent fixture units as established by the adopted Uniform Plumbing Code</i>	
F. Orchard Avenue Sewer Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1,400.00
G. Sewer Service inspections	75.00
H. Inspection of Public Sewer Main Construction	60.00/hr
I. SE Moscow Water and Sewer District Inspection Fee Surcharge (Properties Outside City Limits)	5.00
J. Sewer Service Disconnection	45.00
K. Commercial Portable Waste Discharge at the Wastewater Treatment Plant	
1. Load up to 300 gallons	21.06
2. Each subsequent gallon	0.28

Monthly Sewer Service Rates	
A. Residential Service	
1. Single family and duplexes or other multiple units served by separate meters.	52.35
2. Trailer homes (per unit) defined as multiple units served by a common meter (like a mobile home park)	38.48
3. Hotels & motels (per unit)	20.90
4. Multi-family dwellings including duplexes (per unit) defined as multiple units served by a common water meter.	38.48
5. Rooming & fraternal housing plus \$2.87 per 100 cubic feet metered water	344.45
6. Recreational Vehicle Parks (per unit)	23.04
B. Public Use Building	
1. Churches (plus \$3.26 per 100 cubic feet metered water.)	71.92
2. Schools (plus \$4.96 per 100 cubic feet metered water.)	217.10
C. Commercial Users	
1. Bars and taverns (plus \$3.26 per 100 cubic feet metered water.)	71.92
2. Restaurants (plus \$6.96 per 100 cubic feet metered water.)	309.92
3. Other Commercial (plus \$3.26 per 100 cubic feet metered water.)	71.92
4. Small Commercial Office with Irrigation Limited to Commercial Users with exterior irrigation and an average monthly winter water use of less than 700 cubic feet per month. Base Rate (71.92) plus use rate for 200 cubic feet (6.78)	78.70
<i>* For the purpose of determining the monthly sewer rates based on the volume of metered water, metered water will be averaged periodically using meter readings of winter water use period so the irrigation period may be excluded.</i>	
D. Mixed Use Service – Defined as different sewer customers listed in this section of the fee resolution that are served by a single water meter. Because the financial impact of multifamily begins to negatively affect the financial equity found in the mixed use classification with apartments in excess of 10 apartments, it is necessary to have two rates for mixed use customers.	
1. Those commercial buildings with mixed sewer use in excess of 10 or more apartments; the sewer rate shall be calculated based upon the first unit of \$116.40 and each additional unit (dwelling unit or commercial unit) will be \$22.44 per unit plus a consumption charge of \$2.18 per 100 cubic feet of water without consideration of winter or summer usage.	
2. Those commercial buildings with mixed sewer use fewer than 10 apartments; the sewer rate shall be calculated based upon the first unit of \$116.40 and each additional unit (dwelling unit or commercial unit) will be \$22.44 per unit plus a consumption charge	

of \$2.88 per 100 cubic feet of water without consideration of winter or summer usage.	
E. University of Idaho (Annual Charge)	1,213,336.80
F. SE Moscow Water and Sewer District Sewer Service Surcharge (outside City limits)	3.00
Water Permit Fees and Charges	
A. Permit Fee	40.00
B. No Permit – Noncompliance Review Fee (one hour minimum)	60.00/hr
C. Water Service Inspection	75.00
D. Installation of service and meters (No existing service line to property line)	
1. 5/8" meter	3,260.00
2. 1" meter	3,330.00
3. 1 1/2" meter	4,170.00
4. 2" meter	4,480.00
5. Other meters	At Cost
E. Installation of service and meters (Existing service line to property line).	
1. 5/8" meter	1417.95
2. 1" meter	1490.40
3. 1 1/2" meter	2525.40
4. 2" meter	2991.15
5. Other meters	At Cost
F. Other fees	
1. Tap	
a. Fire line or other (3" and larger diameter); customer provides the street cut, excavation to expose the main, water removal, traffic control, backfill, temporary (cold mix) street patch, tapping sleeve, gate valve and valve box. Includes up to 45 s.f. not mix patch by City. Additional patch at \$2.65 per s.f.	1,130.00 min
b. Fire line or other (2" or smaller); Customer provides a corporation elbow and curb stop rather than sleeve and gate valve provided by customer in 'a' above. Customer is to provide all other work as outlined in 'a' above.	700.00 min
2. Relocation of meters – Limited to same property	
a. No new tap of main	
i. 5/8" to 1"	290.00
ii. 1 1/2" to 2"	325.00

b. New tap of main	
i. No street cut	
a) 5/8" meter	2,530.00
b) 1" meter	2,545.00
c) 1 1/2" meter	2,575.00
d) 2" meter	2,600.00
ii. Street cut	
a) 5/8" meter	3,550.00
b) 1" meter	3,570.00
c) 1 1/2" meter	3,600.00
d) 2" meter	3,630.00
3. Meter Box Adjustments	
a. Vertical Adjustment (± 12")	120.00
b. Horizontal Adjustment	at cost
4. Resetter Installation	
a. 5/8" meter	95.00
b. 1" meter	190.00
5. Water Service Disconnection (Abandonment)	
a. With Street Cut	760.00
b. Without Street Cut	520.00
6. Turn on - turn off after regular working hours	64.00
7. Labor and materials to repair damage to water distribution system.	at cost
8. Labor and materials to repair meter boxes damaged by neglect or careless operation of motor vehicles.	at cost
G. General Facilities Charge	
1. 5/8 x 3/4" meter (20 gal/min; meter equiv – 1.0)	2,561.63 <u>2,550.00</u>
2. 1" meter (50 gal/min; meter equiv – 2.5)	6,406.65 <u>6,378.00</u>
3. 1 1/2" meter (100 gal/min; meter equiv – 5.0)	12,808.13 <u>12,750.00</u>
4. 2" meter (160 gal/min; meter equiv – 8.0)	20,439.00 <u>20,400.00</u>
5. Larger than 2"	by special contract with City
H. Orchard Avenue Water Connection Surcharge – only for addresses above 1400 and streets north of Ponderosa	1400.00
I. Disinfection	
1. First test	455.00
2. Second test (pigging of line may be required)	490.00
3. Third or more test (pigging of line may be required)	595.00

J. Bacterial Testing [at the discretion of the City]	
1. Samples (per each)	20.00
2. Saturday Samples (per each)	145.00
3. After hours and Saturday Sampling Labor	64.00
K. Pressure testing fees	
1. Tests performed by City	
i. First Test	800.00
ii. Second Test	1,000.00
iii. Third or more test	1,200.00 each test
2. Test performed by contractor	145.00 each test
Water Service Rates	
A. Standard Monthly Rates	
1. Fixed charge	
a. Single family residential/Duplex/Tri-plex per meter (Definition is a single meter servicing each dwelling unit)	34.38
b. Multi-family (definition is a meter servicing more than one dwelling unit.) based on meter size	
➤ 5/8 Inch	34.38
➤ 1 Inch	43.01
➤ 1 ½ Inch	85.80
➤ 2 Inch	137.29
➤ 3 Inch	257.46
c. Commercial Accounts based on meter size	
➤ 5/8 Inch	34.38
➤ 1 Inch	43.01
➤ 1 ½ Inch	85.80
➤ 2 Inch	137.29
➤ 3 Inch	257.46
➤ 4 Inch	433.82
d. High fire demand	62.10
2. Consumption Charge for Residential/Duplex or Triplex (Definition serviced by a single meter per dwelling unit)	
a. 0-700 per cubic Feet	2.56 /CCF
b. 701-2000 per cubic feet	3.03 /CCF
c. Over 2000 cubic feet	5.14 /CCF
3. All Usage Consumption Charge for Multi-Family or Commercial Accounts (one meter serving multiple units)	3.35 /CCF
4. Rate for Moscow Cemetery	2.86 /CCF

B. Water and Sewer rate charge for water and sewer furnished outside the boundaries of the City.	200% of the minimum service charge and water rate charge
C. Bulk water usage.	
1. Less than 2,500 cubic feet [For use in the City]	3.31 / ccf plus 119.20
2. 2,500 cubic feet or more [For use in the City]	4.54 / ccf plus 58.95
3. Less than 2,500 cubic feet [For use outside of the City]	6.63 / ccf plus 238.40
4. 2,500 cubic feet or more [For use outside of the City]	9.07 / ccf plus 117.90
STREET DEPARTMENT	
A. Large banner installation and removal	150.00 each banner
B. Small banner installation and removal	45.00 each banner
C. Information sign installation	120.00 plus cost of sign
D. Street/Sidewalk Closure Permit	40.00
E. Parade Permit	120.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
F. Street Cut Damage Recovery Fee: Fee based on Overall Condition Index (OCI) rating of street in accordance with most recent street condition survey: OCI 81 – 100 61 – 80 41 – 60 21 – 40 0 – 20	 800.00 600.00 400.00 200.00 0
G. Right-of-Way Excavation Permit	35.00 (+ 100.00 Idaho Transportation Department permitting, if applicable)
H. Right-of-Way Excavation Security Deposit Rate Schedule	
<i>Total Valuation of Work in Right-of-Way</i>	<i>Fee</i>
\$100 to \$500	245.00
\$501 to \$1,000	367.50
\$1,001 to \$1,500	490.00
\$1,501 to \$2,000	615.00
\$2,001 to \$2,500	735.00
\$2,501 to \$3,000	860.00
\$3,001 to \$3,500	980.00
\$3,501 to \$4,000	1,100.00
\$4,001 to \$4,500	1,230.00
Greater than \$4,500	1,850.00
Multiple Projects (up to four (4) active projects)	3,675.00

I. Public Lighting Costs - per month – per Utility Service		
1. Residential Units		3.10
2. Commercial Units		8.05
J. City Barricades for Private Projects (applicable only when the City supplies devices on an emergency or prearranged basis for securing construction sites or other traffic revisions – standard traffic control operations shall not be eligible for device rental)		
	<u>Day</u>	<u>Week</u>
1. Construction Sign	8.00	30.00
2. Construction Sign with Tripod	17.00	64.00
3. Hi-Level Sign Stand	3.00	9.00
4. Type II Barricade	7.00	26.00
5. Type III Barricade	27.00	106.00
6. Construction Drum	10.00	39.00
7. Tubular Markers	4.00	13.00
8. 28” Orange Traffic Cones	1.00	4.00
9. Type A, B, C Warning Lights	2.00	5.00
10. Set-up		52.00
11. Removal		52.00
K. Traffic Control (Setup / Devices) for On-Street Events		
Main Street Closures between A Street and 6 th Street		
1. Recommended – 3 rd Street to 5 th Street		
Daytime		80.00
Nighttime		124.00
2. Full Closure – A Street to 6 th Street		
Daytime		175.00
Nighttime		382.00
3. Partial Closures/Number of Blocks		
a. One Block		
Daytime		80.00
Nighttime		124.00
b. Two Blocks		
Daytime		85.00
Nighttime		134.00
c. Three Blocks		
Daytime		90.00
Nighttime		144.00
d. Four Blocks		
Daytime		95.00
Nighttime		154.00
4. Other Street Closures (per block)		
Daytime		80.00
Nighttime		124.00
L. Crowd Control Barriers		
1. Barrier Rental Fee (per barrier, per event)		2.00
Replacement Cost (if damaged or lost)		110.00

M. Traffic Control (Setup / Devices) for Parades	
1. Main Street – Small	300.00
2. Main Street – Large	750.00
3. Other Locations	Time and Materials
N. Traffic Control (Setup / Devices) for Block Parties	
One Block Standard Set-up	84.00
FINANCE	
A. Turn off and turn on for non-payment first occurrence.	30.00
B. Turn off and turn on for non-payment repeat occurrences in 12 months.	60.00
C. Accounts Receivable Billing Late Fee Penalty	
1. Notice of delinquency (occurs 46 days after billing)	15.00 or 5% whichever is greater
D. Deposits - Utility	
1. Residential	100.00
2. Commercial	175.00
E. NSF (Non-sufficient funds) Returned Check Charge Fees	25.00 per check
F. Convenience Fee	Up to 5% of credit card/digital transaction
General Licenses	
A. Circuses	
1. Circus or Tent show, First Class	260.00
2. Circus, or Tent show, Second Class	180.00
3. Merry go-rounds or mechanical rides - per ride	15.00
4. Amusement and other concessions – per exhibition	5.00
B. Peddlers, Solicitors Registration (per applicant)	
1. New Peddlers, Solicitors Registration	60.00
2. Peddlers, Solicitors Registration Renewal (without fingerprints)	35.00
3. Peddlers, Solicitors Registration Renewal (with fingerprints)	60.00
C. Vendor	
1. New Vendor License	60.00
2. Vendor License Renewal (without fingerprints)	35.00
3. Vendor License Renewal (with fingerprints)	60.00
D. Second Hand/Pawn Dealers	
1. New Second Hand/Pawn Dealer License	60.00
2. Second Hand/Pawn Dealer Renewal (without fingerprints)	35.00
3. Second Hand/Pawn Dealer Renewal (with fingerprints)	60.00

E. Taxicabs, Pedicab, and Carriage	
1. Taxicab, Pedicab, and Carriage Owner License/Renewal (each vehicle)	15.00
2. New Taxicab, Pedicab, and Carriage Operator License	60.00
3. Taxicab, Pedicab, and Carriage Operator License Renewal (without fingerprints)	35.00
4. Taxicab, Pedicab, and Carriage Operator License Renewal (with fingerprints)	60.00
F. Sidewalk Café License	25.00
G. Tree Service Contractors License	26.00
H. Tree Worker Certification	No fee
I. Miscellaneous	
1. Appeal from denial, suspension, or revocation of a license, permit, waiver, etc. (unless otherwise specifically set out herein)	55.00
Beer License Fees*	
A. Consumption on premise	200.00
B. Bottled and canned beer with no consumption on premise	50.00
C. Transfer fee	50.00
D. Inspection fee (to cover cost of required inspection that needs to be done by Building Inspector, Fire Inspector, and Health Inspector. This fee must be paid before any inspections will be started. If license application is withdrawn the fee will be forfeited to the city).	105.00
E. Restaurant Certification (required to permit admittance to individuals under the age of 21)	no fee
Liquor License Fees*	
A. Annual fee (includes wine on premise)	562.50
B. Transfer fee (includes wine on premise)	562.50
Wine License Fees*	
A. Wine on and off premise combined license	200.00
B. Wine on premise consumption only	150.00
C. Wine off premise consumption only	150.00
D. Transfer fee	50.00
<i>*All licenses issued for a portion of a year shall be prorated as of the month of actual issue; provided that no fee shall be less than one half of the total fee herein set forth.</i>	
Alcohol Catering Permit Fee – Set by State Code	20.00
Alcohol Event Permit (for an event in public right-of-way)	100.00

Child Care License	
A. Family Day Care Facility Registration (includes administration, fire inspection and background check for one day care provider)	80.00
B. New Facility Application Fee (includes administration, inspections by Code Enforcement, Fire Department, and Health Dept.)	
1. Family Day Care Facility (1-5 children)	75.00
2. Group Day Care Facility (6-12 children)	100.00
3. Small Day Care Facility (13-20 children)	125.00
4. Large Day Care Facility (21+ children)	150.00
C. New Employee/Provider Application Fee	30.00
D. Facility License Annual Renewal Application Fee	
1. Family Day Care Facility (1-5 children)	50.00
2. Group Day Care Facility (6-12 children)	75.00
3. Small Day Care Facility (13-20 children)	100.00
4. Large Day Care Facility (21+ children)	125.00
E. Employee/Provider License Annual Renewal Application Fee	10.00
See Miscellaneous for Background Check Fees	
F. Code Compliance Enforcement to be Billed to Day Care Facility	
1. First and Second Communication	No Charge
2. Third Communication	25.00
3. Fourth Communication	40.00
4. Fifth and each subsequent Communication	60.00
5. Tardy Renewal Applications (Facility and Provider)	10.00
G. Change of Ownership	15.00 Plus other inspection fees as deemed appropriate.
H. Change of Premises	15.00 Plus other inspection fees as deemed appropriate.
Bicycle License Lifetime Ownership Tag	7.00
Burglary and Robbery Alarms – False Alarms (for each occurrence)	50.00
Dog Licensing and Related Fees	
A. Lifetime registration tag	
1. Unaltered	35.00
2. Altered	25.00
B. Duplicate tag	5.75

C. Adoption (out)	
1. Altered	15.00
2. Unaltered	27.50
D. Adoption (placing own animal in)	20.00
E. Euthanasia	100.00
F. Boarding - per day or part thereof	20.00
G. Impound	
1. First time	20.00
2. Second time	30.00
3. Third time	40.00
4. Fourth and each subsequent time	60.00
H. Surcharge Fee	
1. Unaltered	30.00
2. Altered	20.00
Miscellaneous Fees	
A. Accident Reports (see G. Copies of official records)	
B. Background Checks	
1. City of Moscow Police Department – Name Check	20.00
2. Idaho State Police – Fingerprints	42.00
3. Idaho State Police – Name Check	20.00
4. Health and Welfare Statewide Child Abuse Registry Check	20.00
C. City of Moscow Comprehensive Sewer System Plan Paper Copy	(Free on website) 30.00
D. City Code (Free on website)	
1. Initial cost	260.00
2. Annual charge for updating	52.00
3. Zoning Code	20.00
E. Copies of official records or documents	
1. Police files – per page (no charge for first 100 pages)	0.10
2. Other City documents – per page (no charge for first 100 pages)	0.10
3. Audio or video tape copy	Amount allowed by Idaho Code Section 74-102(10)
4. Audio or video CD copy	Amount allowed by Idaho Code Section 74-102(10)
5. Where a request for public records of the City of Moscow is for more than one hundred (100) pages of paper records; or the request includes records from which non-public information must be separated, deleted, and/or redacted; or where actual labor associated with locating and copying documents for a	

request exceeds two (2) person hours, the requestor shall be charged the copy and/or labor costs allowed by Idaho Code Section 74-102(10) unless the requestor demonstrates an exemption pursuant to Idaho Code Section 74-102(10)(f), as determined by the City Clerk.	
6. The Clerk may require advance payment of the cost of copying pursuant to Idaho Code Section 74-102(12). Any money received by the City shall be credited to the account for which the expense being reimbursed was or will be charged.	
F. Criminal History Letters (letters typed on letterhead stationery indicating the absence of a criminal history in this department. Exclude police records checks requested by federal, state or local government agencies)	30.00
G. Downtown Parking Permit (City Hall, Jackson and Jefferson Street Lots	
1. Per month	12.00
2. Per quarter	30.00
3. Annual	85.00
H. E-911 Monthly Service Fee	1.00
I. Escort Services – escort services, traffic direction and any special event requiring police services including, but not limited to, parades, house moving and other events where advance police assistance or supervision is requested or required. This fee is per each officer per hour (2 hour minimum)	65.00
J. Fire Nuisance Alarms	
1. 1 st Nuisance Alarm within 12 months	No Charge
2. 2 nd Nuisance Alarm within 12 months	No Charge
3. 3 rd Nuisance Alarm within 12 months	25.00
4. 4 th Nuisance Alarm within 12 months	50.00
5. 5 or More Nuisance Alarms within 12 months	100.00 Each Occurrence
K. Fingerprinting – Any fingerprinting requested by a person or a company, but excluding fingerprinting related to criminal or other city matters.	20.00
L. General City Code Infraction (unless otherwise specified herein or established by State Code)	72.00
M. Nuisance Abatement	\$200 plus Removal At Cost
N. Parking Permit (Construction Uses in Right-of-Way)	40.00
O. Parking Violations	
1. 5 Minute Parking Zone	25.00
2. No Parking 3 a.m. – 6 a.m. (City and campus)	25.00
3. No Parking Residential District	25.00

4. Double Parking	25.00
5. Parking in alley, on sidewalk, blocking driveway	25.00
6. Parking in School Bus Zone	25.00
7. Loading Zone Business & Campus Area	25.00
8. Commercial Zones (3 hr. limitation)	25.00
9. Parking Unattended, Motor Running	25.00
10. Parking in Fire Lane, Street & Off-street	40.00
11. Parking within 15 feet of Fire Hydrant	40.00
12. Parking behind Fire Station	25.00
13. Parking in front of Fire Station	40.00
14. Parking obstructing traffic	25.00
15. Improper Parking, other than listed	25.00
16. Parking citations not paid within fifteen (15) calendar day period	late fee 10.00
17. MCC 11-4-12 Prohibited parking trucks/similar vehicles	25.00
18. MCC 11-4-13 Handicapped parking	100.00
19. Parking Boot Removal (per incidence)	100.00
P. Public Hearing Mailing List	25.00
Q. Smoking in Restricted Area Fine	10.00
1. First Offense (if paid within fourteen [14] days of notice of violation)	10.00
2. Second Offense (if paid within fourteen [14] days of notice of violation)	25.00
3. A First or Second Offense not paid within fourteen (14) days of notice of violation or a Third Offense	50.00
Towing and Storage Fees on Illegally Parked Vehicles	
A. Towing charged by the commercial towing service	Actual cost
B. Storage of three-quarter (3/4) ton size pickups and smaller vehicles – per day	15.00
C. Storage of vehicles larger than three-quarter (3/4) ton pickups – per day	20.00
D. Vehicle Inventory Fee	11.00
City Programs and Other Services	
A. Van Pool (to cover costs only)	Not to exceed \$130/month
B. Van Pool Conference Commuter Service	Federal Mileage Reimbursement Rate based on miles traveled
C. Information Systems – Fiber Optic Lease Rate Per Month	0.058 Strand/Ft. 0.06 Strand/Ft. Effective 1/1/20
D. Information Systems – Rack Space Lease	39.14 month/1u

	40.31 per 1u Effective 1/1/20
Community Forestry	
Subdivision Development Tree Fee	250/tree
Parks and Recreation	
A. City Park Picnic Shelter East City Park Stage Rental	25.00 each shelter
Additional Picnic Table Move-In Per Trailer Load of Four (4) Tables	20.00
B. Tree Service Contractor License	25.00
C. Alcohol Event Permit (for an event in a City park)	100.00
D. Recycling Deposit Fees (attendance of more than fifty [50] participants)	50.00
E. Park Shelter Reservations 4-hour blocks of time	25.00
F. Extra tables brought in for park rentals, per 4 tables	20.00
G. Crop Harvest Fee – West Palouse River Drive Property	70.00/acre
Hamilton Indoor Recreation Center	
A. Rental of Full Gym per Hour – court use only w/no set up required	70.00
B. Rental of Half of Gym per Hour – court use only w/no set up required	43.00
C. Rental of Full gym – requiring set up of tarp.	32.00
D. Rental of Multipurpose Room per Hour – Group I (City business)	No Charge
E. Rental of Multipurpose Room – Group II per hour (Non-profit groups, service clubs)	32.00
F. Rental of multipurpose Room – Group III per hour, (Private parties, wedding receptions, commercial, for-profit organizations)	80.00
G. Rental of Multipurpose Room – Group IV per hour (Other Governmental Organizations)	43.00
H. Rental of Sound System per rental	10.00
Hamilton-Lowe Aquatic Center	
A. Pool Passes	
1. Season Adult, Non-Resident	121.00
2. Season Adult, Resident	108.00
3. Season Child (4-17 years old) Non-Resident	108.00
4. Season Child (4-17 years old) Resident	91.00
5. Season Senior (65+ years old) Non-Resident	108.00
6. Season Senior (65+ years old) Resident	91.00
7. Season Household (up to five (5) family members; flat \$ 12.75 each additional member) Non-Resident	211.00 five family members 12.75 each additional member
8. Season Household (up to five (5) family members; flat \$ 12.75 each additional member) Resident	176.00 five family members 12.75 each additional member

9. ID Card Replacement Fee	5.00
B. Daily Admission Prices	
1. Children (3 years old and under)	FREE
2. Children (4-17 years old)	5.50
3. Adults (18-64 years old)	7.11
4. Seniors (65 + years old)	5.50
5. Child Coupon Sales	5.50
C. Private Party Rentals	
1. Option 1: Up to 150 patrons	375.00 per hour
2. Option 2: 151 to 300 patrons	445.00 per hour
3. Option 3: 300 + patrons	600.00
D. Private Party Rentals: Fun Run Inflatable or Giant Slide Inflatable	190.00 per rental
E. Aquatic Center Picnic Table Rental, per hour, per table	7.75
F. Swim team rentals	6.35/Lane
G. Locker rentals	0.50
H. Bathroom Personals	0.25
I. American Red Cross Swim Lessons, All levels	43.50
J. Swim Lessons, Adaptive	43.50
K. ARC Guardstart	58.00
L. ARC Lifeguard Training	136.50
M. ARC Water Safety Training	136.50
N. Aquacize & Water Class – Season Pass	70.00
O. Aquacize & Water Class – 10-punch Pass	45.00
P. Aquacize & Water Class – Drop-in	8.00
Q. Private Swim Lessons	
1. 1 student/per hour	45.00
2. 2 students/per hour	54.00
3. 3 students/per hour	60.00
Youth Sports	Resident (Res) / Non-Resident(Non-Res)
A. Micro Soccer U5 – U7 (Spring and Fall)	Res 36.50 Non-Res 37.50
B. Micro Soccer U8 – U12 (Spring and Fall)	Res 42.50 Non-Res 43.50
C. Flag Football	Res 45.00 / Non-Res 46.00
D. Youth Volleyball – Grades 4th – 6th (Fall)	Res 36.00 / Non-Res 37.00
E. Youth Basketball – Grades 1st – 4th (Winter)	Res 41.00 / Non-Res 42.00
F. Youth Basketball – Grades 5th – 6th (Fall)	Res 41.00 / Non-Res 42.00
G. Youth Baseball/Softball Sponsors	85.00

H. Youth Baseball/Softball Players	Res 38.50 / Non-Res 39.50
I. Skyhawks Youth Camps	
1. Soccer	129.00
2. Tennis	115.00
3. Basketball	129.00
4. Tiny Hawk Soccer	65.00
5. Mini Hawk	115.00
6. Soccer	115.00
7. Flag Football/Swim (M-F)	119.00
J. Mini Junior/Junior Golf Lessons	Res 67.00 / Non-Res 68.00
K. Senior & Junior Girls Fast Pitch Softball, each	Res 62.00 / Non-Res 63.00
L. Youth Shirts	17.00
M. Youth Karate	Res 48.00 / Non-Res 49.00
Adult Sports	Resident (Res) / Non-Resident(Non-Res)
A. Volleyball Fall & Winter (Co-Rec)	248.00
B. Basketball (Moscow/Pullman League)	525.00
C. Co-Rec Softball, per team	475.00
D. Softball, per team	833.00
E. Horseshoes – Doubles and Singles	Res 6.50 / Non-Res 8.50
F. Adult Soccer, per team	475.00
G. Field Set-Up Fee for Private Use	20.00 per set up
General Recreation Programs	Resident (Res) / Non-Resident(Non-Res)
A. Salmon River Trips (two varieties of trips)	
1. Youth	Res 63.25 / Non Res 64.25
2. Adult	Res 72.00 / Non Res 74.00
B. Dog Obedience	
1. Kinderpuppy	Res 64.25 / Non-Res 66.25
2. Beginning Obedience	Res 64.25 / Non-Res 66.25
3. Advanced Obedience	Res 64.25 / Non-Res 66.25
4. Rally Obedience	Res 64.25 / Non-Res 66.25
C. Hunters' Education	Res 21.50 / Non-Res 22.50
D. Tone & Stretch	
1. Per Class	Res 3.50 / Non-Res 3.61
2. 10 class punch card	49.00
3. Drop In	6.25
E. Zumba Class	Res 60.00 / Non-Res 62.00
F. Zumba Punch Card	45.00

G. Zumba Walk-in	6.25
H. Open Life Drawing Studio	Res 10.75 / Non-Res 12.75
I. Hunting Spring Mushrooms	Res 42.75 / Non-Res 44.75
J. Hunting Fall Mushrooms	Res 42.75 / Non-Res 44.75
K. Beginning Birding	Res 10.00 / Non-Res 12.00
L. Athletic Performance Training	Res 100.00 / Non-Res 101.00
M. Beginning Sewing	Res 42.00 / Non-Res 43.00
N. Get Moving	Res 96.00 / Non-Res 97.00
O. Kids' Art Camp	Res 200.00 / Non-Res 201.00
P. Fall Tree Pruning	Res 17.00 / Non-Res 18.00
Q. Trees of Idaho	Res 10.00 / Non-Res 12.00
R. Trees in Your Neighborhood	Res 10.00 / Non-Res 12.00
S. Fruit Tree Pruning	Res 17.00 / Non-Res 19.00
T. Choosing and Planting New Street Trees	Res 17.00 / Non-Res 19.00
U. Firewise Principles and Practices	Res 5.00 / Non-Res 7.00
V. What's Wrong With My Tree?	Res 5.00 / Non-Res 7.00
W. Mah Jong Class	Res 35.00 / Non-Res 37.00
X. Green Cleaning	Res 10.00 / Non-Res 12.00
Y. Conflict Management Styles	Res 10.00 / Non-Res 12.00
Z. Naturally Clean Home	Res 10.00 / Non-Res 12.00
Eggan Youth Center Activities	Resident (Res) / Non-Resident(Non-Res)
A. Youth Center Rentals, per hour	35.00
B. Kids Kamps, Per Each Activity Day	Res 22.00 / Non-Res 23.00
C. High Adventure Camp - Daily	Zip Line 120.00 Kayak / Horse 85.00
D. Breakfast with Santa and Candy Cane Hunt	Individual 7.50 / Family 26.00
E. Palouse Youth Triathlon / Sponsorships	17.50 / 500.00
F. Snow Ball	Individual 11.50 / Couple 28.00
G. Youth Enrichment Classes	44.75
H. After School Activities	10.00
I. Teen Night Out	Res 9.00 / Non-Res 10.00
J. Moscow Rolling Hills Half Marathon	Res 40.00 / Non-Res 50.00
K. Moscow Rolling Hills Half Marathon Sponsorships	3,000.00
L. Mayor's Golf Tournament	Individual 75.00 / Team of four 300.00

M. Mayor's Golf Tournament Sponsorships	2,000.00
N. Super Bowl Bash	Res 5.00 / Non-Res 6.00
O. Undetermined Programs	2,000.00
\$1.00/\$2.00 (Child/Adult) non-resident fee is charged for programs in addition to the process listed above.	1.00/2.00
Community Garden	
1. Garden Plot Rental, each	53.00
2. Clean-up Deposit, each	25.00
New recreational programs that do not appear in this fee resolution are often developed and implemented during the fiscal year.	Varies per program
Fire Department	
A. Compressed Gases	30.00
B. Fireworks	30.00
C. Flammable or Combustible Liquids	30.00
D. Covered Malls	30.00
E. Tents, Canopies and Temporary Membrane Structures	30.00
F. Fire Code Inspections	30.00
SOLID WASTE	
Rates for Residential Units	
A. Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)	
35 Gallon	21.10/month
65 Gallon	27.10/month
95 Gallon	33.15/month
35 Gallon On Demand – Base Fee	15.95/month
35 Gallon On Demand – Per Service	2.10/each
Roll Cart Size Exchange (after initial 30 day period)	18.00/each
Roll Cart Replacement (lost, stolen, damage from abuse)	35.00/each
B. Penalty - for any garbage exceeding service level	6.60 per can/bag
C. Carry-out service	11.60
Outside of building - additional per can, per unit, per month	
D. Inside of building - additional per can, per unit, per month	13.15
E. Return service (blocked roll cart, roll cart not set out on time or otherwise not able to be serviced by Franchisee) per calendar year	
First Occurrence	0.00
Second Occurrence	11.10
Third and Following Occurrences	22.20
<i>Residential units utilizing mechanical containers or compactors shall be billed at the business rate for such equipment.</i>	
F. Apartment Single Stream Recycling Fee	5.05/per unit, per month
Rates for Business Units and Commercial Cans	
A. Loose yardage on ground	33.40/per cubic yard

B. Extra service for dumpster/mechanical containers with 24-hour notice	32.90/each dump (Plus tipping fee-2)						
C. Extra service for dumpsters/mechanical containers per yard.	16.70/cubic yard						
D. Compactor Service Pick Up	213.40 (Plus tipping fee-2)						
E. Small Compactor Yardage	83.50/cubic yard						
F. Commercial Roll Cart – Variable Size, Variable Rate System (monthly fee per roll cart collected weekly)							
35 gallon	20.60/month						
65 gallon	31.10/month						
95 gallon	41.50/month						
Roll Cart Size Exchange (after initial 60 day period)	18.00/each						
Roll Cart Replacement (lost, stolen, damage from abuse)	35.00/each						
G. Commercial Single Stream Recycling Fee	5.05/per unit, per month						
H. Additional Commercial Recycling Cart	5.05/per unit, per month						
Rates for Recycling Mobile Containers per month	(sales tax will be added)						
A. Size: 6 Yard	55.95						
B. Size: 10 1/2 Yard	85.30						
C. Size: 12 Yard	100.15						
Types of Services							
A. Franchisee Services/Value of Recycled Materials Retained by Franchisee: RMC hauled, emptied and exchanged by Franchisee.	45.65 Each Haul						
B. Franchisee Services/Value of Recycled Materials retained by customer: RMC hauled, emptied and exchanged by Franchisee.	54.65 Each Haul						
C. Customer Service/Value of Recycled Materials retained by customer: RMC hauled and exchanged by customer	0.00 Each Haul						
Rates for Dumpsters/Mechanical Containers per month	(Sales taxes will be added)						
Times per week							
Size / yd	Rental	Tax	1	2	3	4	5
1	12.45	0.75	69.92	143.97	217.35	276.14	346.90
2	14.20	0.85	138.32	280.28	425.50	581.23	747.41
3	26.22	1.57	203.97	416.55	636.45	873.10	1126.80
4	29.18	1.75	269.62	552.85	845.91	1155.96	1485.61
6	38.52	2.31	400.93	825.42	1264.83	1720.17	2199.49
8	47.85	2.87	532.28	1098.06	1690.56	2327.34	2988.48
Dumpster Locking Mechanisms	3.00/month						
Producers who request that their mechanical containers be temporarily removed shall be charged for removal and re-delivery of the container.	42.50 Each Move						
Rates for Solid Waste Processing Facility Access Service							
A. Transfer Station Tipping Fee (MSW)	92.15/per ton						
B. Compost Materials	No charge						
C. Clean Wood Waste	No charge						
D. Inert/Demolition Materials (NMSW)	37.60/per ton						
E. Mixed Materials (combination MSW/NMSW)	65.05/per ton						
F. Minimum Fee – MSW, NMSW or Mixed – includes 200 lbs MSW	10.00 per trip						

or 460 lbs NMSW or 280 lbs Mixed	
G. Large Appliances	6.90/each
H. Appliances that do not have the Chloro-Fluoro Carbon removed, and do not have a certified removal sticker	25.55 per appliance
I. Vehicle Bodies	43.35 each
J. Tires	157.95 per ton
K. Asbestos	167.50 per ton
The foregoing rates are not all-inclusive. The City may establish and/or change rates for unique or special waste.	
Special hauls	
A. Pickup truck when requested by customer from landfill to City	83.40 plus tipping fee
B. Packer truck when requested by customer	
1. On day of service	71.45 plus tipping fee
2. From landfill to City	147.55 plus tipping fee
C. Roll-off unit	
Container Size Rental Rate One time or Exchange Per Trip (Plus Tipping Fee) Rental rate per day after the first five working days 22 yd. 13.30 112.20 18.10 30 yd. 18.10 112.20 18.10 45 yd. 18.10 112.20 18.10	
D. Deposit for Roll-off Unit or Temporary Mechanical Container	100.00
Special haul rates shall be charged for collection and disposal of dead animals.	
Rate for hazardous wastes and for infectious and potentially harmful waste shall be the actual cost for such service as billed by the City, plus 10% for administrative costs.	
Community Events	
Moscow Farmers Market 26 Week Season, May through October	
A. Registration and Service Daily Full Booth Daily Shared Booth Daily Table Space Tier 1 Attend 1-8 markets 15.00 30.00 18.00 12.00 Tier 2 Attend 9-17 markets 50.00 20.00 12.00 8.00 Tier 3 Attend 18-26 markets 125.00 15.00 9.00 6.00	
B. Youth Vendor (exempt from registration fee)	6.00/day
C. Corner Space	5.00/day
D. Electrical Hookup	10.00/day
E. Truck Parking	11.00/day
F. Performance Art Space	7.00/day
G. Sponsorships	up to 5,000
Arts Department	
Artwalk	
1. Business	100.00
2. Non-Profit and Art Studio	50.00
3. Artist	25.00
4. Main Street Food Vendor	70.00

5. Main Street Art Vendor / Demonstrator	25.00
6. Sponsorships	up to 5,000
Palouse Plein Air	
1. Artist	25.00
2. Student Artist (18 years and older)	20.00
Art Department Facilitating Artwork Sales	Per Artist Contract

CITY COUNCIL STAFF REPORT

DATE: Monday, November 18, 2019



RESPONSIBLE STAFF

Bill Belknap, Community Development Director

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Master Services Agreement with Hodge and Associates - Bill Belknap

DESCRIPTION

In 2017 the City conducted a design professional prequalification process to prepare a professional services consultant roster. Hodge and Associates, Inc. of Moscow were deemed to be qualified to provide general civil engineering services at that time. Staff wishes to execute the attached Master Agreement to allow Hodge and Associates to provide design services on a task order basis in accordance with the recently passed Resolution 2019-20 which established to process for the development of a preapproved list of qualified professional service providers. This agreement will be effective through December 31, 2020 at which time the City anticipates conducting the re-qualification process in accordance with Resolution. This was reviewed by the Public Works/Finance Committee on November 12, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the Master Services Agreement with Hodge and Associates.

PROPOSED ACTIONS

ACTION: Approve the Master Services Agreement with Hodge and Associates.

FISCAL IMPACT

PERSONNEL IMPACT

None.

ATTACHMENTS

1. MASTER AGREEMENT;ProfessionalEngineeringServices;Hodge(2019)pm2;MB

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
(Category 1a)
BETWEEN CITY OF MOSCOW, IDAHO AND
HODGE AND ASSOCIATES, INC.

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (CATEGORY 1A) BETWEEN CITY OF MOSCOW, IDAHO AND HODGE AND ASSOCIATES, INC. (hereinafter "Agreement"), shall become effective the ____ day of _____, 2019, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Hodge and Associates, Inc., 405 South Washington Street, Moscow, Idaho, 83843 (hereinafter "ENGINEERS").

INTRODUCTION

WHEREAS, CITY has a need for Category 1a, General Civil Engineering Design Services to be defined by individual Task Orders (hereinafter "Project") which will set forth Specific Services, Time of Performance, and Payment; and

WHEREAS, ENGINEERS are specially licensed, trained, experienced and competent to perform the services under this Agreement, and have agreed to provide such Services;

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

TERMS AND CONDITIONS

1. Scope of Services.

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

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

adaptation requested by CITY to ENGINEERS will entitle ENGINEERS to further compensation at rates to be agreed upon by CITY and ENGINEERS.

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

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

2. Consideration.

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

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

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

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

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

3. Time of Performance.

This Agreement shall become effective upon execution by both Parties, and shall terminate on December 31, 2020 unless sooner terminated in writing.

4. Independent Contractor.

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

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

5. Indemnification and Insurance.

5.1 ENGINEERS agree to defend, hold harmless, and indemnify CITY, and its officers, agents and employees against any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs, including litigation costs and attorney's fees, to the extent caused by the negligent acts and/or errors or omissions by ENGINEERS, its servants, agents, officers, employees, guests, and business invitees.

5.2 CITY shall defend, hold harmless, and indemnify ENGINEERS from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses and other costs, including litigation costs and attorney's fees, to the extent Article VIII, § 4 of the Idaho Constitution and the Idaho Tort Claims Act will allow, caused by the negligent acts and/or errors or omissions by CITY, its agents, officers, and employees.

5.3 ENGINEERS shall maintain, and specifically agree that ENGINEERS will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follows: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Professional Liability/Professional Errors and Omissions One Million Dollars (\$1,000,000) aggregate, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence. ENGINEERS shall maintain, in full force and effect, Workers' Compensation Insurance, in the statutory limits as required by law for ENGINEERS and any agents, employees, and staff that ENGINEERS may employ, and provide proof to CITY of such coverage. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to defend, hold harmless, and indemnify CITY; and if CITY becomes liable for an amount in excess of the insurance limits herein provided, ENGINEERS covenant and agree to defend, hold harmless, and indemnify CITY from and for all such losses, claims,

actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, for which ENGINEERS are liable under the provisions of this Section (5), and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property. ENGINEERS shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEERS' compliance with the requirements of this paragraph, and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEERS begin performance of ENGINEERS obligations under this Agreement. In the event the insurance minimums are changed, ENGINEERS shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P O Box 9203, Moscow, Idaho, 83843.

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

CITY

City of Moscow
Scott Bontrager, P.E.
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7030

ENGINEER

Hodge and Associates, Inc.
Attn: Scott Becker, P.E.
405 South Washington Street
Moscow, ID 8343
(208) 882-3520

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

7. **Assignment.** It is expressly agreed and understood by the Parties hereto, that ENGINEERS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
8. **Discrimination Prohibited.** In performing the Services required herein, ENGINEERS shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or local law.
9. **Reports and Information.**
- 9.1 At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.
- 9.2 ENGINEERS shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon

any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

- 10. Audits and Inspections.** At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY, for examination, all of ENGINEERS' records with respect to all matters covered by this Agreement. ENGINEERS shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- 11. Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
- 12. Compliance with Laws.** In performing the Scope of Services required hereunder, ENGINEERS shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
- 13. Public Information.** Pursuant to Idaho Code Section 74-102, *et seq.*, information or documents received from ENGINEERS may be open to public inspection and copying unless exempt from disclosure. ENGINEERS shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. ENGINEERS shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and lawsuits whatsoever for honoring such a designation or for ENGINEERS' failure to designate individual documents as exempt. ENGINEERS' failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.
- 14. Changes.** CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEERS' compensation, which are mutually agreed upon by and between CITY and ENGINEERS, per ENGINEERS' rate schedule as set out in Exhibit "A", shall be incorporated in written amendments to this Agreement.
- 15. Termination.**
 - 15.1 If, through any cause, ENGINEERS, ENGINEERS' officers, employees, or agents fail to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to

ENGINEERS of such termination and specifying the effective date of said termination. ENGINEERS **will** be compensated for all work performed up to date of termination. ENGINEERS may terminate this Agreement at any time by giving at least sixty (60) days' written notice to CITY.

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

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

16. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.
17. **Advice of Attorney.** Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or has had the opportunity to seek such advice.
18. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
19. **Appropriations and Approval.** This Agreement is conditioned upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
20. **Resulting Task Orders and Survival.** All Task Orders resulting from this Agreement and executed by both Parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.
21. **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 CITY to not exercise any of its 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. Should any litigation be commenced between

the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.

- 22. Approval Required.** This Agreement shall not become effective or binding until approved by the City of Moscow.
- 23. 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.

Hodge and Associates, Inc.

City of Moscow, Idaho

Scott Becker, President

Bill Lambert, Mayor

Dated: _____

Dated: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, appeared Scott Becker, President, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Hodge and Associates, Inc.

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

CITY COUNCIL STAFF REPORT

DATE: Monday, November 18, 2019



RESPONSIBLE STAFF

REVIEWED BY

This was reviewed by the Administrative Committee on November 12, 2019 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Memorandum of Understanding with Moscow Rural Fire District – Gary J. Riedner / Brian Nickerson

DESCRIPTION

The Moscow Rural Fire District (MRFD), the Moscow Volunteer Fire Department (MVFD) and the City of Moscow have worked together for many decades, without a formal agreement. The MRFD is a Fire Protection District and shares many of the same volunteers as the MVFD. The Moscow Fire Chief also serves as the Chief of the MRFD, providing fire command and administrative support services to the MRFD. Both the MRFD and the City of Moscow provide mutual support to the other entity in times of need. The City and the Commissioners of the MRFD desire to memorialize the relationship through the attached Memorandum of Understanding for Council consideration. This was reviewed by the Administrative Committee on November 12, 2019 and recommended for approval.

STAFF RECOMMENDATION

Approve the Memorandum of Understanding between the City of Moscow and the Moscow Rural Fire District.

PROPOSED ACTIONS

ACTION: Approve the Memorandum of Understanding between the City of Moscow and the Moscow Rural Fire District.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MOU MRFD WLP Redline 1017(pm3)

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW RURAL FIRE DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is entered into effective the _____ day of _____ 2019 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Moscow Rural Fire District, an Idaho fire protection district whose address is P O Box 8626, Moscow, Idaho, 83843 (hereinafter "MRFD"). CITY and MRFD are each individually referred to as a "Party", and collectively, the "Parties."

W I T N E S S E T H:

WHEREAS, CITY provides fire suppression and prevention services to its citizens through a partnership with the Moscow Volunteer Fire Department (MVFD); and

WHEREAS, MRFD is a Fire Protection District created pursuant to Idaho Code Chapter 14, Title 31, for the protection of property against fire and preservation of life; and

WHEREAS, the MRFD provides fire suppression through the services of volunteer firefighters; and

WHEREAS, many volunteers of the MVFD are also members of the MRFD; and

WHEREAS, CITY and MRFD provide services to each other through mutual aid agreements, as well as sharing of resources such as providing certain support services relating to fire command and administrative services of the Moscow Fire Chief and related personnel; and

WHEREAS, CITY and MRFD desire to memorialize the provision of such support services;

WHEREAS, CITY and MRFD do hereby enter into this MOU establishing the rights and responsibilities of each Party.

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth in this MOU, MRFD and CITY hereby agree as follows:

SECTION 1: COOPERATION

CITY and MRFD are jointly committed to the provision of fire suppression and prevention services for Moscow and MRFD residents and believe such services are enhanced through the cooperation and sharing of certain fire command and administrative services as described herein.

SECTION 2: CITY GENERAL RESPONSIBILITIES

In support of fire suppression and prevention services, CITY, through its appointed Fire Chief, shall provide the following services to MRFD pursuant to this MOU:

General

- Plan, organize, coordinate and direct the activities and programs of the MRFD in accordance with the established MRFD policies, and pursuant to the direction of the MRFD Board of Commissioners, and consistent with applicable Latah County ordinances, and State and Federal laws; and
- Develop, establish and implement policies, rules, regulations and general orders for MRFD, as well as communications to the public in accordance with MRFD policies pursuant to the direction and approval of the MRFD Board of Commissioners, and in accordance with applicable Latah County ordinances and State and Federal laws.

Fire Suppression/Command

- Perform professional services regarding fire service, fire suppression, prevention, and public education;
- Supervise and manage on-scene firefighting resources; respond to major emergency incidents and assume or delegate command; deploy and direct personnel and resources to protect lives and property;
- Direct assignment of volunteer resources for nonstop command coverage;
- Direct the deployment of MRFD personnel, equipment, apparatus and facilities;
- Deploy MRFD resources in response to requests from mutual aid partners with due consideration of the readiness needs of the MRFD; and
- Deployment of equipment and volunteer resources in response to aid requests from entities where there is no mutual aid agreement, shall only be approved after authorization from the Chair of the MRFD Commission or his/her designee.

Emergency Communications

- Coordinate emergency communication services through CITY agreements with Whitcom Emergency Communications Center, and CITY emergency communications infrastructure; and
- Provide Active911 cell phone notification system application. MRFD shall reimburse City for cost of Active911 for MRFD.

Training/Recruitment

- Facilitate training for MRFD firefighters, including, but not limited to:
 - Firefighter training as designated by the Fire Chief, in coordination with the Rural Captain;
 - Operation of fire apparatus;

- Workplace harassment, including sexual harassment awareness, response, and prevention;
- Appropriate use of social media;
- Vehicle Use; and
- Information systems.
- Provide a Training plan for the upcoming year, and with the assistance and participation of the Rural Captain, submit a comprehensive annual written report of training activities completed, including a recommended schedule for the upcoming year's activities; and
- Provide recommendations and support to MRFD Commissioners regarding recruitment and retention of MRFD volunteers.

Administrative

- Under the direction of MRFD Commissioners, provide recommendations and assist in the preparation and development of MRFD preliminary budget for MRFD Commission approval;
- Forward any billing received by the CITY Fire Chief on behalf of MRFD to the MRFD Commissioners for payment in a timely manner;
- Evaluate MRFD needs and requirements and provide recommendations to MRFD Commissioners regarding appropriate purchases of supplies and equipment;
- Research and prepare technical and statistical reports on MRFD activities, operations and training, including, but not limited to, number of incidents, response times (including turnout time, travel time, and time-to-water on fire, and names of volunteers who respond to calls;
- Coordinate communications between MRFD, CITY, and other outside agencies;
- Attend regular MRFD meetings, and attend special meetings as requested;
- Provide information to civic groups regarding departmental functions and activities;
- Provide monthly reports of citizen feedback received and Fire Chief's response thereto;
- Maintain and update Standard Operating Guidelines in conformance with applicable laws, regulations and NFPA guidelines, including recommendations for revisions;
- Assist in the preparation of grant applications and in grant administration; and
- Conduct periodic and timely review of, and make recommendations for, mutual aid agreements.

Miscellaneous

- Provide Command vehicles for use by fire command;
- Provide radio system and infrastructure;
- Provide air for refilling self-contained breathing apparatus;
- Submit incident reports in accordance with Idaho State requirements;
- Provide Emergency Reporting System for incident records;
- Provide building permit plan review recommendations for construction within the MRFD boundaries, recognizing that jurisdiction is Latah County and Idaho State Fire Marshal;
- Conduct fire investigations within MRFD boundaries; and
- Provide other services as mutually agreed to implement the intent of this MOU.

SECTION 3: MRFD GENERAL RESPONSIBILITIES

In support of fire suppression and prevention services, MRFD shall provide the following services pursuant to this MOU:

- In compliance with, and as allowed by Idaho law, delegate responsibilities to the Moscow Fire Chief in accordance with Section 2 of this MOU;
- Fund proportionate share of annual costs for Emergency Response System, Active911, and radio system infrastructure and maintenance costs; and
- Conduct annual evaluation of services and provide such evaluation to CITY, including the performance of the Active911 notification system.

SECTION 4: TERM

The term of this MOU shall be for a period of five (5) years from the date of execution, unless terminated earlier by either Party hereto.

SECTION 5: TERMINATION

Either MRFD or CITY may unilaterally terminate this MOU without penalty, upon one hundred eighty (180) days' notice to the non-terminating party, delivered in accordance with Section 7.H. of this MOU.

SECTION 6: REGULAR MEETINGS

CITY shall meet at least one (1) time each year with the MRFD Commissioners to review services provided.

SECTION 7: GENERAL PROVISIONS

A. Indemnification.

1. **MRFD Indemnification.** MRFD shall indemnify, defend, and hold CITY harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this MOU by the MRFD, or arising from any act, negligence or omission by the MRFD or any of its agents, employees and volunteers. The MRFD's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.
2. **CITY Indemnification.** CITY shall indemnify, defend and hold the MRFD harmless from and against any and all claims, losses, damages, injuries, liabilities and costs, including attorney fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this MOU by CITY, or arising from any act, negligence, or omission by

CITY or any of its agents, employees and volunteers. CITY's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act.

B. Insurance.

1. MRFD's Insurance. MRFD shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to CITY as will protect MRFD from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this MOU, whether such operations be by it or its agents or anyone directly or indirectly authorized by MRFD.
2. CITY's Insurance. CITY shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to MRFD as will protect CITY from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this MOU whether such operations be by it or its agents or anyone directly or indirectly employed by CITY.

C. Rights Not Assignable. MRFD and CITY shall not assign any rights or duties under this MOU to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

D. Interpretation. As a further condition of this MOU, MRFD and CITY acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.

E. Jurisdiction and Venue. It is agreed that this MOU shall be construed under and governed by the laws of the State of Idaho. In 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.

F. Binding Authority. MRFD and CITY each represents and warrants to the other that this MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.

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

H. Notice. All communication or notification to be given pursuant to this MOU shall be given to the following:

Notice to MRFD:
Moscow Rural Fire District
P O Box 8626
Moscow, ID 83843

Notice to CITY:
Moscow City Supervisor
206 East Third Street
P O Box 9203
Moscow, ID 83843-1703

I. Complete Agreement. This MOU constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

IN WITNESS WHEREOF, MRFD and CITY, by and through their respective officials designated below, have caused this Agreement to be executed on the date and year first above written.

CITY

City of Moscow:

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MRFD

Moscow Rural Fire District:

Chair

Commissioner

Commissioner

CITY COUNCIL STAFF REPORT

DATE: Monday, November 18, 2019



RESPONSIBLE STAFF

REVIEWED BY

Administrative Committee or Public Works / Finance Committee

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

ERP Financial Software Purchase Approval (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

The City has been utilizing Springbrook software as its financial software for the past sixteen years. Staff has determined that Springbrook no longer meets the current needs of the City, as explained in the accompanying memo from the City Supervisor. Staff is seeking City Council authorization to issue a Request for Proposals for Enterprise Resource Planning software to replace the City's financial software. As funds for the purchase of replacement software was not budgeted in FY2020, staff is requesting authorization from City Council to appropriate funding in the City's open budget process to allow purchase of replacement software in the current fiscal year in accordance with the accompanying memo. A report was given to both City Council Committees on November 12, 2019 and staff was directed to proceed to City Council on November 18, 2019.

STAFF RECOMMENDATION

Authorize staff to issue a Request for Proposals for enterprise resource planning software and the funds for such purchase will be appropriated in the City's open budget process in accordance with the attached memo from the City Supervisor.

PROPOSED ACTIONS

PROPOSED ACTIONS: Authorize staff to issue a Request for Proposals for enterprise resource planning software and the funds for such purchase will be appropriated in the City's open budget process in accordance with the attached memo from the City Supervisor, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. memo-Mayor&Council;Enterprise Resource Planning Software 1119

MEMORANDUM



To: Mayor & City Council
From: Gary J. Riedner, City Supervisor
c: Sarah Banks, Finance Director
Date: November 15, 2019
Re: Enterprise Resource Planning Software



Sixteen years ago, the City selected Springbrook software as the City's financial software vendor. At that time there were relatively few software applications which met the City's needs for an integrated financial software package, which was both affordable and scale-able to a city the size of Moscow.

Since that time, Springbrook has met the City's needs, however, issues have arisen regarding ease of use of the current software, availability of integrated modules, and perceived declining customer service. Staff tested additional modules (such as Human Resource and Permits) in order to increase efficiencies and integration of services, but ultimately abandoned those modules as unsatisfactory. In addition, in order to utilize audit tracking of transactions, Springbrook informed staff that the only option was to upgrade to a cloud-based system, which included additional subscription costs to the City.

During the FY2020 budget process, staff proposed that a convenience fee be authorized, to offset the estimated \$140,000 in financial and banking transaction charges being incurred by the City as a consequence of the payment of City fees and charges by means of credit cards and on-line payments. When staff made inquiry to Springbrook regarding the ability of the current software to accommodate convenience fees, staff was informed that the software could not accommodate the new charges. During the budget session, Council was advised that staff would be seeking other alternatives for implementation of the convenience fee, which was authorized in the FY2020 fee resolution.

In identifying potential solutions (including consideration of an independent third-party vendor for collection of the convenience fee) it was determined that other enterprise resource planning (ERP) solutions were available, which would address the convenience fee collection issue, as well as to improve services currently being provided by our current software.

To that end, staff proposes that the City issue a Request for Proposals for ERP software, in order to evaluate the best solution for the City's current and future needs.

As noted during the budget session, since the information regarding the inability of the City's current financial software, funds were not appropriated in the FY2020 budget for the purchase of new software. Funds have been identified for the expected purchase, which can be appropriated in the normal City open budget process, if Council authorizes the appropriation.

Funding has been identified in the Water, Sewer and Sanitation utilities in the amount of \$80,000 per fund, and the balance of the expected cost of the software would be funded from the General Fund, utilizing unanticipated fund balance (funds appropriated in FY2019 in the General Fund and not expended) in the amount of \$120,000.