

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, April 6, 2020

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. Due to the Governor's Proclamation relating to the conduct of public meetings during the COVID-19 crisis, the meeting will be broadcast and the public is not allowed to attend in person. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. 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 - FAIR HOUSING

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 16, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Approval of Moscow City Council March 20, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

C. Approval of Moscow City Council March 26, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

REGULAR AGENDA

2. Well 10 Development - Phase II Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

This project consists of the next phase of development for Well 10. The well was previously drilled under a separate contract in 2016. The current project proposes to construct a new well house, well pump, motor and column pipe, electrical, controls, associated piping, and site development for Well

10 to make the site fully functional to produce water. The City published an advertisement for bids on February 1, 2020 for the Well 10 Development - Phase II project. The Engineer's estimate for construction was \$3,284,850.

Bids were opened on Tuesday, March 17, 2020. Three bids were received, ranging from \$2,590,000 to \$3,097,290. Upon review, the apparent low bid from Quality Contractors was found to be non-responsive. Of the remaining responsive bids received, TML Construction was found to be the lowest responsive bid with a bid total of \$2,857,280. The bid analysis as well as a non-responsive bid letter sent to Quality Contractors are attached.

PROPOSED ACTIONS: Accept the low bid from TML Construction, award the contract in the amount of \$2,857,280.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

3. Public Works Mutual Aid Agreement with Pullman Washington (ACTION ITEM) - Tyler Palmer

The operation of many of our critical systems requires a high level of training, expertise, and often mandated technical certifications. This mutual aid compact will allow the Cities of Moscow and Pullman to support one another in the maintenance of these critical systems in the event that the COVID-19 Pandemic or other emergency situation generates a need for mutual aid.

PROPOSED ACTIONS: Approve the public works mutual aid compact with the City of Pullman, or take such other action deemed appropriate.

4. Fair Housing Resolution Update (ACTION ITEM) - Bill Belknap

The United States Department of Housing and Urban Development (HUD) is the lead federal agency that sets the standard for compliance with the federal Fair Housing Act. In 1998, the Mayor and the City Council enacted an ordinance amending Title 3, Chapter 6 of the Moscow City Code to create the Moscow Fair Housing Commission. Since that time the City has been proactive in prohibiting discrimination of fair housing and promoting compliance of the federal Fair Housing Act. Staff and the Moscow Fair and Affordable Housing Commission have prepared the City of Moscow Analysis of Impediments to Fair Housing and Fair Housing Action Plan which was originally adopted in 2003 and updated in 2015 provides guidance for the City in the promotion of fair housing within the community. Since 1983 the Idaho Department of Commerce (IDOC) under the direction of HUD has required grant recipients of Idaho Community Development Block Grants certify they will affirmatively promote fair housing and update the City's Fair Housing Resolution to include the most current equal opportunity requirements. April is designated as Fair Housing Month and staff takes this opportunity to update the Resolution and reaffirm the City's continuing commitment to fair housing.

PROPOSED ACTIONS: Approve the updated Fair Housing Resolution to replace Resolution 2018-02 or take such other action deemed appropriate.

5. Utility Fee Relief Report – Gary J. Riedner

6. City's COVID-19 Response Report - Gary J. Riedner

7. Incident Action Plan Report - Chief Brian Nickerson / Chief James Fry

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(B) AND (1)(F) - THE MEETING WILL NOT RECONVENE.

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

FAIR HOUSING PROCLAMATION

WHEREAS, April 2020 marks the 52nd anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, discrimination on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law), and the Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

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

WHEREAS, equal opportunity for all, regardless of race, color, religion, sex, disability, familial status, national origin, or sexual orientation and/or gender identity/expression is a fundamental goal of our city; and

WHEREAS, equal access to housing is an important component of this goal, as fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights, and responsibilities; and

WHEREAS, the mission of the City's Fair and Affordable Housing Commission includes researching, analyzing, and recommending to the Mayor and Council ways in which the City may further fair housing practices; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed.

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim April 2020, to be

FAIR HOUSING MONTH

in the City of Moscow, and I urge all citizens to support programs and policies that prevent or eliminate discriminatory housing practices.



DATED this 6th day of April, 2020

Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, March 16, 2020

7:00 PM

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

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

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin (by phone), Gina Taruscio, Anne Zabala (by phone at 7:08 p.m.)

ABSENT: Brandy Sullivan

STAFF: Jen Pfiffner, Mia Bautista, Sarah Banks

PLEDGE OF ALLEGIANCE

Mayor Lambert led the Pledge of Allegiance

Pfiffner explained an amended agenda was being proposed. Since Wednesday, the State of Idaho and Federal government have issued declarations in regards to the coronavirus. Mayor Lambert issued a declaration of emergency for Moscow on March 13. A resolution to continue the proclamation was added to the agenda for Council consideration, items involving the public and not a priority were removed and the amended agenda was published according to law with the good faith reason of the new information over the last week regarding coronavirus. Bettge moved and Sandra seconded to accept the amended agenda. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert said the public comment item will be removed from the agenda and no comments will be taken on action items for the next six weeks in order to assist in the prevention of spreading germs.

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council March 2, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes as presented.

B. Disbursement Report February 2020 - Sarah Banks

Accounts Payable Report for the month ending February 2020. This was reviewed and signed by the Public Works/Finance Committee on March 9, 2020 and recommended for approval.

ACTION: Confirm approval of the Disbursements Report for the month of February 2020.

C. Fourth Quarter Financial Report July 1, 2019 to September 30, 2019 for FY2019 - Sarah Banks

Financial report for the fourth quarter of Fiscal Year 2019 (July 1, 2019 to September 30, 2019).

ACTION: Approve the FY2019 Fourth Quarter Report.

D. Request Authorization for Beer Garden for Renaissance Fair 2020 - Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Renaissance Fair 2020 is requesting that the City Council approve a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Renaissance Fair on May 2, 2020 between 11:00 a.m. and 7:30 p.m., and May 3, 2020, from 11:00 a.m. and 5:30 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved in 2016. This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the resolution authorizing the beer garden request for 2020 Moscow Renaissance Fair.

E. Request Authorization for Beer Garden for Rendezvous in the Park 2020 - Dwight Curtis

In accordance with Moscow City Code 5-13-4(B), Rendezvous in Moscow, Inc. is requesting that the City Council approve a Resolution allowing them to have a beer garden catered by a licensed vendor in East City Park for Rendezvous in the Park 2020 on July 16th, 17th and 18th, 2020, between 4:00 p.m. and 10:00 p.m. The event is open to the public and there have been no issues related to this request since the first beer garden request was approved. This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the resolution authorizing the beer garden request for Rendezvous in the Park 2020.

F. Law Enforcement Mutual Assistance Agreements with Multiple Agencies - James Fry

The City of Moscow benefits from having mutual aid agreements with surrounding law enforcement agencies. These agreements provide that when assistance is needed for a mutual aid partner to meet the need of an emergency, another partner may render that assistance. The Moscow Police Department would like to enter into mutual aid agreements with the Clarkston, Washington Police Department, the Whitman County, Washington Sheriff's Office, and the Asotin County, Washington Sheriff's Office. Each agency has determined that cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of the agency to preserve the safety and welfare of the entire geographic area. This was reviewed by the Administrative Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the three individual Mutual Assistance Compact Agreements between the City of Moscow, Whitman County, Washington Sheriff's Office, Asotin County, Washington Sheriff's Office, and the City of Clarkston, Washington.

G. 2020 Moscow Farmers Market Handbook - Amanda Argona

In 2018, the Moscow Farmers Market implemented the first iteration of the Moscow Farmers Market Vendor Handbook. The Handbook is an expanded policy document meant to provide increased clarity and serve as a resource for current and future Market Vendors. At the end of each season, the policies that make up the Handbook are considered in depth by staff and the Farmers Market Commission. The Commission reviewed the updated document on February 4, 2020, and moved unanimously to forward the Handbook on to the Council with a

recommendation for approval and adoption for the 2020 Market Season. This was reviewed by the Public Works/Finance Committee on March 9, 2020 and recommended for approval.

ACTION: Approve the 2020 Moscow Farmers Market Handbook.

Taruscio moved and Laflin seconded to approve the consent agenda. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. ~~Staff Recognition Report – Gary J. Riedner~~ (REMOVED)

3. Mayors Appointments (ACTION ITEM)

Mayor Lambert presented Cassandra Goodmansen to the Sustainable Environment Commission. Bettge moved and Taruscio seconded to approve the appointment. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

5. ~~Heart of the Arts Annual Report on the 1912 Center – Dwight Curtis / Jenny Kostroff~~ (REMOVED)

6. Comprehensive Annual Financial Report Presentation (ACTION ITEM) - Sarah Banks / Mitch Marx

Presnell Gage PLLC, the City's auditors, will be presenting the City's FY2019 Comprehensive Annual Financial Report (CAFR) and reporting significant changes to City Council regarding the annual audit and outlining comparative changes compared to the FY2018 CAFR. The City has received the Certificate of Achievement for Excellence in Financial Reporting for the CAFR for 16 consecutive years. After approval, staff will submit the FY2019 CAFR for consideration for the award. The accompanying final draft of the FY2019 CAFR is submitted for City Council review.

PROPOSED ACTIONS: Accept the City of Moscow audited Comprehensive Annual Financial Report for FY2019 as presented; or take such other action deemed appropriate.

Banks said staff has been working with Presnell Gage since September on the audit and introduced Mitch Marx. Marx explained responsibility of the auditor as well as the City. The City's net position increased by \$7.9 million (6.64%). Issued debt for the new police facility but it was on hand in FY2019 and is reflected in debt service. Marx described the different funds. Enterprise funds act as business funds and include depreciation of infrastructure and equipment. The net position of both the water fund and sewer fund have been rising due to capital expenditures not expensed but capitalized. General Fund revenues have a slow growth which is good. An unmodified opinion from the auditor means no issues. Bettge moved to accept the City of Moscow audited Comprehensive Annual Financial Report for FY2019 as presented. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Jim Lyle Rotary Park Playground Equipment Selection (ACTION ITEM) - David Schott

The Parks and Recreation Department is requesting authorization to purchase playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park. In addition, the Parks and Recreation Department is requesting an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety

surfacing. The playground equipment is intended for 5 to 12-year-old children and will replace the existing wooden structure at Jim Lyle Rotary Park. This project was approved in the FY2020 budget with the use of Hamilton Funds as required by Resolution 2017-07. Attendant pathways are already installed and in good working order at the Park. If approved, the tile and equipment will be installed by the City of Moscow certified installers and Parks Crews, a process that typically saves approximately \$15,000 per installation. The Public Works / Finance Committee reviewed and recommended approval at their March 9, 2020 meeting.

PROPOSED ACTIONS: Recommend approval of the purchase of playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund or take such other action deemed appropriate.

Pfiffner introduced the item as written above. Online voting has been available for quite awhile and on this project, the City received 250 online votes and 96 paper votes. Installation is scheduled for summer with the grand opening before the fall. Taruscio moved to approve the purchase of playground equipment and rubber tile safety surfacing at the cost of \$58,000 from Allplay Systems for Jim Lyle Rotary Park and an additional \$3,000 for materials and supplies for parks staff to install the playground equipment and rubber tile safety surfacing with funding from the Hamilton Fund. Seconded by Kelly. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Preparedness Planning Report - Jen Pfiffner

Pfiffner explained this is a preparedness plan and is different than the disaster plan which is managed by Chief Nickerson. The preparedness plan relates to the City organization, was created in 2007 prior to the 2009 H1N1 pandemic and has now been updated. The two largest points of reference used to create the plan were guidelines from the Center for Disease Control (CDC) and the suggested step by step framework for creating a plan from Public Health Idaho North Central District. Sections in the plan include prevention and mitigation, infection control, and workplace exposure. These items are the cover cough, wash hands, etc. Last couple weeks the information has been shared with employees and supplies are on hand. Pfiffner described the communication protocol which grew quite a lot since 2009 and the resources that have been added to the website. The bulk of updates to the plan were in the business functions, absenteeism, and workforce input. The minimal, moderate and substantial phases all include social distancing. See attached presentation. Mayor Lambert reiterated the City is being proactive by delaying public comment and commission reports, calling in by phone and sitting six feet away, all included in social distancing yet still conducting business. Employees in the essential services departments are wiping down vehicles prior to driving and also when done with shift. The mayor's local emergency proclamation is specific to the city, city functions, and events at city facilities. The Mayor recommends following the same recommendations as the CDC and Public Health. The Idaho governor could declare, similar to the governor of Washington, to close bars and restaurants within Idaho. The Mayor could make a similar declaration for the city. The city is working with many entities and receive regional updates regularly. The morning statistics for the state is 38 cases tested and 5 confirmed cases. No statistics for Moscow. If having symptoms, call your primary care first, they will refer to hospital if they feel you need testing. People should not go to the hospital first. Gritman also has a coronavirus webpage with information.

9. Resolution for Continuation of Mayoral Local Emergency Proclamation - Gary J. Riedner

On March 13, 2020, Mayor Bill Lambert issued a Local Emergency Proclamation in response to the pandemic threat identified by the World Health Organization (WHO) as COVID-19,

commonly known as the coronavirus. The Mayor's proclamation followed an emergency declaration issued by the President of the United States and a state of emergency declared by Idaho Governor Brad Little for the state of Idaho. Idaho code section 46-1011 provides legal authority for the mayor of a political subdivision to declare a disaster emergency. The term of the proclamation is for a period of 7 days, after which it may be continued by, or with the consent of the City Council. Attached is a Resolution continuing the Local Emergency Proclamation to be in effect until May 5, 2020.

PROPOSED ACTIONS: Review and approve the Resolution continuing the Local Emergency Proclamation issued by Mayor Lambert until May 5, 2020, or take such other action deemed appropriate.

Pfiffner introduced the item as written above. Staff is transitioning to a tier 2 level which includes cancelling commission meetings that are not quasi-judicial, cancelling parks and recreation programs, closing those city facilities that allow large gatherings, regional travel restrictions, and staffing at minimal levels with encouraging online communications. The CDC recommendation to limit gatherings of 50 or more people is also included in this resolution, and affects Hemp Fest, Renaissance Fair, Rendezvous in the Park and Farmers Market. Staff will continue to evaluation week to week. Taruscio moved to approve the Resolution continuing the Local Emergency Proclamation issued by Mayor Lambert until May 5, 2020. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REPORTS - CANCELLED

ADJOURN

The meeting adjourned at 8:10 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Moscow City Council



Emergency Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Friday, March 20, 2020

1:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 1:00 p.m.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin, Brandy Sullivan (by phone, left the meeting at 1:28 p.m.), Gina Taruscio, Anne Zabala (by phone)

STAFF: Gary J. Riedner, Mia Bautista, Tyler Palmer

Riedner explained this is an emergency meeting according to Idaho Code 74-204(2) which allows in cases of emergency's, limited notice.

REGULAR AGENDA

1. Ordinance Moscow City Code Title 1 Chapter 11 Emergency Powers - Gary J. Riedner

The City is continuing to mitigate the effects of the COVID-19 outbreak. Mayor Lambert issued a Local Emergency Proclamation on March 13, 2020, regulating City activities and limiting mass gatherings at City sponsored events, and advising the public and others to follow those guidelines. The City Council adopted Resolution 2020-05 on March 16, 2020, extending the Emergency Proclamation until May 5, 2020. Since that time, the COVID-19 outbreak continues to spread, with 23 confirmed cases in the state of Idaho as of March 19, 2020. Governor Little stated to local leaders on March 18, 2019 that he was leaving the decision to regulate businesses and closures to local leaders rather than make that mandate on a state level. In reviewing the City's ordinances, it is staff's recommendation that the City Council adopt the attached ordinance creating a new Moscow City Code Title 1, Chapter 11, creating Emergency Powers in the Mayor in times of emergency for a period of seven days (similar to the powers authorized by Idaho Code section 46-1011, and stating that the City Council may choose to extend the time of the Emergency Powers beyond seven days by Resolution. Because of the timeliness and emergency nature of the COVID-19 outbreak, the City Council may cause an emergency Council meeting to be held pursuant to authorization of Idaho Code section 74-204(2). Further, if the City Council adopts the attached ordinance under suspension of the rules requiring three (3) complete and separate readings, and that the ordinance be read by title, pursuant to the emergency provisions granted under Idaho Code 50-901, where, in cases of infections or contagious disease, or other impending danger requiring immediate enforcement, such as COVID-19, such ordinance shall take effect upon the proclamation of the Mayor or President of the Council, posted in at least five (5) public places of the City. The ordinance will also be published according to law.

PROPOSED ACTIONS: Adopt the attached ordinance under suspension of the rules requiring three (3) complete and separate readings, and that the ordinance be read by title. Pursuant to the emergency provisions granted under Idaho Code 50-901, where, in cases of infections or contagious disease, or other impending danger requiring immediate enforcement, such as COVID-19, such ordinance shall take effect upon the proclamation of the Mayor or President of the Council, posted in at least five (5) public places of the City. The ordinance will also be published according to law. Or the Council may take such other actions deemed appropriate.

Riedner introduced the item with the paragraph above and read the proposed ordinance. Further evidence of the emergency for this meeting is the impending COVID-19; the Governor's proclamation leaving it to local control; Washington's ban on gathering places for restaurants and bars. In order to allow local government to make these decisions, this ordinance needs to be passed by the City Council. If approved, officers will take copies of the ordinance in six places. Council would need to take a recess until those officers have completed posting. Moscow is taking the CDC recommendations of six feet and no more than 10 people in a gathering place and being proactive in its actions. Riedner said in his tenure as City Supervisor he can only recall issuance of emergency proclamations for floods. Council members shared their thoughts and thanked staff for their quick work. Bettge moved to adopt the ordinance under suspension of the rules requiring three (3) complete and separate readings, and that the ordinance be read by title. Pursuant to the emergency provisions granted under Idaho Code 50-901, where, in cases of infections or contagious disease, or other impending danger requiring immediate enforcement, such as COVID-19, such ordinance shall take effect upon the proclamation of the Mayor or President of the Council, posted in at least five (5) public places of the City. The ordinance will also be published according to law. Taruscio seconded the motion. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert read Ordinance 2020-03 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO FOR REVISING, CODIFYING AND COMPILING THE GENERAL ORDINANCES OF THE CITY OF MOSCOW; PROVIDING FOR THE ENACTMENT OF A NEW CHAPTER 11 TO TITLE 1, OF MOSCOW CITY CODE ENTITLED EMERGENCY POWERS; SETTING FORTH THE AUTHORITY; PURPOSE AND INTENT; SCOPE; DEFINITIONS; PUBLIC HEALTH EMERGENCY ORDERS; PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS; SUSPENSION OF SERVICES; FORCE MAJEURE; PENALTY; APPEAL; ADOPTING A SAVINGS CLAUSE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING AN EFFECTIVE DATE IMMEDIATELY UPON ITS PASSAGE.

Mayor Lambert called a recess at 1:39 p.m. The meeting reconvened at 2:00 p.m.

Bautista received confirmation that Ordinance 2020-03 was posted at the entrances of City Hall, Safeway, Rosauers, Winco and Friendship Square. It will also be posted on the City website shortly. This complies with Idaho Code 50-901.

2. Emergency Order - Gary J. Riedner

Mayor Lambert, pursuant to authority granted by Idaho Code section 46-1011 and other sections of the Idaho Code, and by authority of the Emergency Powers Ordinance, passed by the City Council earlier on March 20, 2020, creating Moscow City Code Title 1, Chapter 11, is issuing the attached Emergency Health Order 20-01 for a period of seven (7) days. The Emergency Health Order is being issued in order to protect the City and the community from the impending health impacts of the COVID-19 outbreak.

PROPOSED ACTIONS: No Council action required.

Riedner read Emergency Health Order 20-01. Palmer said in response to the direction from the Mayor, staff created an application process for reserving parking spaces in order to pick up take-out orders. The Chamber provided a list of restaurants and an email was sent to share the information. Social media posts were also sent out. Implementation for the program was yesterday morning and already

there are 14 participants. Riedner said the executive order and resolution if passed will be hand delivered by officers to all bars and restaurants in the city.

3. Resolution to Extend Emergency Order - Gary J. Riedner

Pursuant to Moscow City Code Title 1, Chapter 11, Section 5(B), Mayor Lambert issued Emergency Order 20-01, restricting Mass Gatherings and closing all bars and restaurants except to certain take-out and delivery services within the City of Moscow for a period of seven (7) days. Pursuant to Idaho Code section 46-1011, and MCC 1-11-5(B). The attached Resolution extends Emergency Order 20-01 until May 5, 2020.

PROPOSED ACTIONS: Adopt the Resolution extending Emergency Order 20-01 or take such other action deemed appropriate.

The May 5 date was chosen as the next City Council meeting is May 6 and the resolution can be reviewed at that time for possible extension.

Zabala said she read water, sewer, and sanitation services would not be suspended for non-payment and wanted to discuss. Riedner responded the services would not be suspended through the duration of the emergency order which expires May 5, 2020 or until Council takes further action. Mayor Lambert reminded everyone this is a temporary situation and the City is trying to prevent it from spreading thus protecting the community. Bettge moved to adopt the Resolution extending Emergency Order 20-01. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Riedner passed on a reminder from Chief Fry that the open container of alcoholic beverages is still a violation in the city of Moscow and the transportation of alcoholic beverages need to be in a sealed container. Riedner asked Mayor Lambert to take a recess so that documents can be signed and handed off to officers for delivery to bars and restaurants. Mayor Lambert called a recess at 2:24 p.m. The meeting reconvened at 2:31 p.m.

REPORTS

City Supervisor Update – Riedner said Palmer has been working with the restaurants on parking for pickup orders. He has also been working with Gritman for a no-parking zone for testing facilities. Staff has discussed not shutting utilities off for non-payment as mentioned above and that is the direction from the Mayor. Per Mayor direction, Staff is also looking at potential relief for businesses in the mandated shut down. The City has moved to Tier 2 of the pandemic plan. Departments have transitioned to shifts lowering the number of employees in a building and are also practicing social distancing. City Hall is open Monday through Thursday and promoting phone calls and online payments, rather than in-person.

ADJOURN – The meeting adjourned at 2: 36 P.M.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Moscow City Council



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Thursday, March 26, 2020

10:00 AM

Council Chambers
206 E. Third St.

The meeting was called to order at 10:03 a.m.

PRESENT: Mayor Bill Lambert, Art Bettge, Sandra Kelly, Maureen Laflin (video), Brandy Sullivan (video), Gina Taruscio, Anne Zabala (video)

STAFF: Gary J. Riedner, Mia Bautista (video), James Fry, Jen Pfiffner (video), Bill Belknap (video), Tyler Palmer (video)

Riedner explained this is an emergency meeting according to Idaho Code 74-204(2) which allows in cases of emergency's, limited notice, in this case COVID-19 outbreak.

AGENDA

1. Resolution to Extend Emergency Order 20-02 - Gary J. Riedner

Pursuant to Moscow City Code Title 1, Chapter 11, Section 5(B), Mayor Lambert issued Emergency Order 20-02, restricting mass gatherings, schools, churches, gyms, tattoo parlors, barber shops and salons within the City of Moscow for a period of seven (7) days. Pursuant to Idaho Code section 46-1011, and MCC 1-11-5(B). The attached Resolution extends Emergency Order 20-02 until May 5, 2020.

PROPOSED ACTIONS: Adopt the Resolution extending Emergency Order 20-02 until May 5, 2020, or take such other action deemed appropriate.

Over the course of the last week, more COVID-19 outbreaks have occurred in Idaho and Washington, with two confirmed in Whitman County in the last couple days. Riedner introduced the item as written above and read Emergency Order 20-02. Governor Little issued an order of emergency and indicated there would be an order issued by Health and Welfare. That order was issued and was a self-isolation order for the state of Idaho. That order has been posted on the city website. Many of the items in the mayor's emergency order will be covered by the governor's order which is the reason for the extension. Bettge moved and Kelly seconded to adopt the resolution extending Emergency Order 20-02 until May 5, 2020. Taruscio pointed out approximately half of the council are small business owners and are affected by this order. She feels it is time to pull together as a community to help minimize affects to individuals and businesses. Kelly added non-profits to that list and feels this is the right thing to do as health needs to come first. Sullivan shared that on March 16, independent restaurant owners across the state (15 from Moscow) sent a letter to the governor requesting he take action in closing restaurants for sit down service, believing this would be the best thing both short and long term. Knowing this action would affect them economically, there was still support from local restaurants. Zabala and Laflin support the resolution. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Lambert said there is a hotline if you have symptoms you can call and discuss with medical professionals. The number is 208-883-4109. Local citizens are making homemade masks.

REPORTS

City Supervisor Update – All City facilities are closed and have moved to Tier 3 of the pandemic plan. Utility bills need to be paid online or delivered to the mail boxes provided at Rosauers and in the parking lot of City Hall. Essential services will continue as will utility services. Utility billing staff will be available by phone Monday through Thursday, 8:00 a.m. to 12:00 p.m. Staff is continuously updating the City website with COVID-19 information. The Mayor called a recess at 10:28 a.m. and reconvened at 10:37 a.m. Riedner continued saying staff, Mayor and Council leadership have been discussing areas for possible relief for Moscow citizens. Staff can determine financial impact to City but city services need to continue with any proposal. Relief options should be ready for review at the April 6 Council meeting. No shut off of city utilities during emergency orders. May 5 was determined as there is a regular council meeting May 4 and council can determine continuation if necessary. There are provisions in both orders that if things change, the orders can be terminated early. There has been a generous offer by a patron to pay someone else's utility bill to someone that is not able to pay. The City has the ability to take donations but the process needs to be vetted. Another issue discussed is reduction of property taxes. The City cannot reduce property taxes. The levy is submitted to the County in September of the year prior to the year being levied. Current taxes were put in place in September 2019 and many have already been paid or in the process of being paid. Citizens can talk to the county commissioners as the board of equalization regarding tax relief. Staff is looking into ways to provide services to the citizens such as online activities for the youth through the P&R Department. There are press releases on the city website regarding federal and state programs for relief and Gina Taruscio, Executive Director of PEP can also assist with those. City staff time spent on COVID-19 is being logged for the anticipation of a grant program to provide reimbursement to cities.

Mayor Lambert wanted to thank citizens for stepping up for other citizens and making things happen in Moscow. Taruscio thanked staff for assisting the other Latah County cities in navigating through this tough time. Sullivan thanked citizens as well for supporting neighbors and businesses. She also thanked staff for adjusting to the changes and making sure essential services continue. Laflin asked if there is a centralized location for those without Facebook. Riedner said press releases have been going out regularly with information. The Chamber of Commerce also has information including a list of businesses that are still available, not only in Moscow but also regional information.

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(B) AND (1)(F) - THE MEETING WILL NOT RECONVENE.

Bettge moved and Taruscio seconded to adjourn to Executive Session at 10:51 a.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, April 6, 2020



RESPONSIBLE STAFF

Scott Bontrager, Assistant City Engineer

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Well 10 Development - Phase II Bid Results and Contract Award (ACTION ITEM) - Scott Bontrager

DESCRIPTION

This project consists of the next phase of development for Well 10. The well was previously drilled under a separate contract in 2016. The current project proposes to construct a new well house, well pump, motor and column pipe, electrical, controls, associated piping, and site development for Well 10 to make the site fully functional to produce water. The City published an advertisement for bids on February 1, 2020 for the Well 10 Development - Phase II project. The Engineer's estimate for construction was \$3,284,850.

Bids were opened on Tuesday, March 17, 2020. Three bids were received, ranging from \$2,590,000 to \$3,097,290. Upon review, the apparent low bid from Quality Contractors was found to be non-responsive. Of the remaining responsive bids received, TML Construction was found to be the lowest responsive bid with a bid total of \$2,857,280. The bid analysis as well as a non-responsive bid letter sent to Quality Contractors are attached.

STAFF RECOMMENDATION

Accept the low bid from TML Construction, award the contract in the amount of \$2,857,280.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Accept the low bid from TML Construction, award the contract in the amount of \$2,857,280.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or take such other action deemed appropriate.

FISCAL IMPACT

Funding for the project will be expended from Water Capital Improvements line item 320-320-70-770-64 Well Capital Improvement. Expenditure of \$2,857,280 plus an additional 10% allocated for possible change orders to fund contract with TML Construction, Inc. for construction of project.

PERSONNEL IMPACT

ATTACHMENTS

1. Well 10 Bid Analysis_JUB
2. Quality Contractors Non-Responsive Bid Letter

3. Construction Agreement Well 10 Development-Phase II_DRAFT

March 23, 2020

Scott Bontrager
City of Moscow
221 E Second Street
Moscow, ID 83843

RE: Well 10 Development – Phase II Bid Opening

Dear Scott,

This letter is a follow-up to the bid opening for Well 10 Development – Phase II at 2pm on March 17, 2020 held by the City of Moscow (City). J-U-B Engineers, Inc. (J-U-B) reviewed the bids that were supplied from the following contractors:

- Quality Contractors, LLC
- TML Construction, Inc.
- McClure and Sons, Inc.

We focused our review on the base bid cost and the contents of the bid packets to ensure that the required information was present. The required information was outlined in the Advertisement to Bid, Bidder's Checklists, Instructions to Bidders, and Bid Form, which were all provided in Volume I of the Contract Documents. Refer to **Table 1** for a summary of our evaluation.

Table 1 - Bid Review Evaluation

Item #	Evaluation Criteria	Quality Contractors, LLC	TML Construction, Inc.	McClure and Sons, Inc.
		307 Main St. PO Box 164 Deary, ID 83823	PO Box 2970 Hayden, ID 83835	15714 Country Club Dr. Mill Creek, WA 98012
1	Bid received on-time and properly sealed envelope?	Yes	Yes	Yes
2	Addenda properly acknowledged?	No - Only listed addenda on Bid Form Section 3.01.A, did not sign and provide addenda sheets	Yes	Yes
3	Bid schedule completed in general conformance with the Instructions to Bidders?	Yes - *See attached letter from Quality Contractors	Yes	Yes
4	Bid security signed & included?	Yes	Yes	Yes

Item #	Evaluation Criteria	Quality Contractors, LLC	TML Construction, Inc.	McClure and Sons, Inc.
5	Idaho' Contractor's license number included, if required?	Yes 010331-UNLIMITED-3-4	Yes PWC-C-14401-UNLIMITED-1-3	Yes 008013-UNLIMITED-1-3-4
6	Bid signed?	Yes	Yes	Yes
7	Statutory Naming of Subcontractors Form completed, if applicable (Plumbing, Electrical, HVAC)?	Yes	Yes	Yes
8	Non-Collusion Affidavit included?	Yes	Yes	Yes
9	Anti-Discrimination Affidavit included?	Yes	Yes	Yes
10	SRF ASI documentation included/acknowledged? (Form AIS-1)	No	Yes	Yes
	Total Base Bid Amount	\$ 2,590,000.00	\$ 2,857,280.00	\$ 3,097,290.00

The apparent low bid is by Quality Contractors, LLC. The bid packet submitted by Quality Contractors did not include a signed copy of Form AIS-1 or the Addendum signature pages. The attached letter was provided by Quality Contractors, Inc. on March 20, 2020, and explains that their Base Bid amount does not include the cost of the well pump, which is the largest piece of equipment on this project. Quality Contractors, LLC is requesting relief from their bid.

TML Construction, Inc. and McClure and Sons, Inc. both provided all required information. The second lowest bid would be by TML Construction, Inc., and they have verbally confirmed that their Base Bid amount is correct and they are comfortable with it.

J-U-B recommends that the City review these bids with their legal counsel to determine the best path forward.

Please contact me if you have any questions.

Sincerely,

David Watkins, Assistant Area Manager
J-U-B ENGINEERS, Inc.

Cc: Cory Baune, P.E., J-U-B Engineers, Inc.

Enclosure: Letter from John French, Quality Contractors, LLC, 3/20/20 [1 page]

P.O. Box 164
Deary, ID 83823
T: 208.877.1600
F: 208.298.3852
office@quality-contractors.com



WA Contractor Lic#: QUALICL912P2
PWCL: 010331-AA-3-4 (15400)
ID Contractor Lic#: RCE-26872
ID Plumbing Lic#: PLB-C-13416
MT Contractor Lic#: 162939

March 20, 2020

To Whom It May Concern;

We regret to inform you that the well pump price was omitted from our bid price submitted on 3/17/20 for Well 10 phase 2 so we are therefore requesting you to allow us to withdraw our bid. The amount of this pump was around \$560,000 and was assumed to be included in our electricians price.

We believe this reasoning to be consistent with 54, 1904C of the contract documents.

A handwritten signature in black ink, appearing to read 'John French', is positioned above the printed name.

John French
208 596 1814
Project Manager, Quality Contractors, LLC



Heart of the Arts



Bill Lambert
Mayor

Brandy Sullivan
Council President

Art Bettge
Council Vice-President

Sandra Kelly
Council Member

Maureen Laflin
Council Member

Gina Taruscio
Council Member

Anne Zabala
Council Member



Gary J. Riedner
City Supervisor



City of Moscow, City Hall
c/o Gary J. Riedner, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



March 27, 2020

Mr. John French
Quality Contractors, LLC
307 Main St. / P.O. Box 164
Deary, ID 83823

Re: Non-Responsive Bid Letter, Well 10 Development – Phase II

Dear Mr. French:

This letter is to inform you that the bid that your firm submitted for Well 10 Development – Phase II project was deemed non-responsive. Staff reviewed the bid and determined that the following documents were missing/incomplete:

- Form AIS-1 (DEQ Bidder's Certification of Compliance with Current SRF Assistance American Iron and Steel (AIS) provisions)
- Signed Addenda

We are sending you a copy of your submitted bid which includes a copy of the bid bond. We appreciate your interest in bidding on this project and hope you will continue to submit bids for future projects. Should you have any questions or require further information please contact me at (208) 883-7030 or sbontrager@ci.moscow.id.us.

Sincerely,

Scott Bontrager P.E.
Engineering Manager / City Engineer

Attachments: Copy of Bid Proposal Package with Copy of Bid Bond

Would like
bid results
emailed once
decision is made.

RECEIVED

MAR 17 2020

City of Moscow

1:53 pm

CITY OF MOSCOW
WELL 10 DEVELOPMENT - PHASE II

BID ENCLOSED

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Moscow Attn: City Clerk
206 East 3rd Street
Moscow, Idaho 83843

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2/6/20</u>
<u>2</u>	<u>2/20/20</u>
<u>3</u>	<u>2/24/20</u>
<u>4, 2/25/20</u>	<u>5, 3/6/20</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID – WELL 10 DEVELOPMENT – PHASE II

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Bid	Well 10 Development	1	LS	\$	\$2,590,000

BASE BID TOTAL PRICE

Two million five hundred ninety thousand 00/100
(use words)

5.02 Major Equipment Items: Certain items of major equipment to be provided under this Contract are tabulated in the Schedule of Manufacturers and Suppliers of Major Equipment and Material Items. In connection with the tabulation of major items of equipment included in the lump sum base bid, the following shall apply:

- A. The lump sum bid shall include the installed prices from those manufacturers listed by the Owner as "Base Bid."
- B. Bidder may include prices for listed alternate manufacturers or add additional manufacturers with corresponding prices, but only the manufacturers listed by the Owner as "Base Bid" will be considered in determining the low bid. Listing of alternate equipment is optional and will not result in submitting a non-responsible bid if none is entered.
- C. The Owner may select the Base Bid equipment or items of equipment of any alternate manufacturer listed, at Owner's discretion.

- D. After the Date of Agreement and prior to the selection of the major equipment items, the Contractor, if requested by the Engineer, shall provide information in sufficient detail to allow the Owner and the Engineer to determine whether or not the proposed alternate equipment is equivalent to that specified. The selection of any alternate equipment by the Owner does not relieve the Contractor of his/her responsibility to meet the requirements of the Contract Documents and Specifications.
- E. Items of equipment selected by the Owner shall be installed at a contract price equal to the Base Bid lump sum adjusted by the add or deduct shown for the items selected by the Owner if different from the Base Bid items. The Owner will select major equipment items within thirty (30) days after the date of the Notice to Proceed, provided Contractor has provided sufficient information to Owner/Engineer as noted above.
- F. *The Bidder understands that equipment of a proposed alternate manufacturer must meet or exceed the requirements of the Contract Documents and Specifications, be of equal or better quality, and be of equal function to the base bid equipment.*
- G. The price add/deduct for all items of equipment other than base bid items shall include the preparation and submission to the Owner of complete submittals, including detailed drawings showing all modifications, if any, necessary to accommodate such equipment.
- H. The price add/deduct for all items of equipment other than base bid items shall cover a complete operating installation, including any and all buildings, mechanical and electrical work, controls and accessories necessary to accommodate the selected equipment.
- I. The Bidder further understands that the Engineer will review said detailed Drawings or modifications and either approve them or indicate thereon changes necessary to comply with the project requirements in accordance with Article 6.05 of the General Conditions. Detailed drawings which are not approved will be revised and then resubmitted to the Engineer. The deduct and add amounts listed are "installed" prices and take into consideration and include any cost of the design or construction changes that may be required as a result of using the alternate equipment. Unless listed separately, the amount listed shall apply to the additive items also if they are awarded by the Owner.

**SCHEDULE OF MANUFACTURERS & SUPPLIERS OF
MAJOR EQUIPMENT & MATERIAL ITEMS**

Item #	Item		Amount
1	Section 15110 – Hydraulic Control Valves		
	a. Cla-Val Co.		Base Bid
	b. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____
	c. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____

**SCHEDULE OF MANUFACTURERS & SUPPLIERS OF
MAJOR EQUIPMENT & MATERIAL ITEMS**

Item #	Item		Amount
2	Section 15130 – Chemical Generation System		
	a. MIOX		Base Bid
	b. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____
	c. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____
3	Section 15140 – Chemical Metering Pump Skid		
	a. PumpTech, Inc.		Base Bid
	b. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____
	c. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____
4	Section 15160 – Well Pump		
	a. Flowserve		Base Bid
	b. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____
	c. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____

Note: The Bidder shall circle the word "Add" or "Deduct" to indicate that the amount for the Alternate Equipment or Material is to be added to or deducted from the Base Bid Lump Sum. This Schedule may be photocopied and attached to the Proposal if additional space for alternates is required.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in accordance with Article 8 of the Instructions to Bidders;
 - B. Evidence of Authority to Sign;
 - C. Bidder shall include in their Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the

Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

D. Bidder's State of Idaho Public Works Contractor's License No. ; 010331-V-3-4

E. Contractor's Non-Collusion Affidavit;

F. Anti-Discrimination Affidavit;

G. Required forms from IDEQ Idaho Drinking Water State Revolving Fund (DWSRF) Specifications Insert (Section 4).

1. FORM AIS-1 – Bidder's Certification of Compliance with the Current SRF Assistance American Iron and Steel (AIS) Provisions.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: QUALITY CONTRACTORS LLC

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): EDWARD FRENCH

Date of Qualification to do business in Idaho is 8 / 20 / 08.

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Idaho is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____ / ____ / ____.

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Date of Qualification to do business in Idaho is ____ / ____ / ____.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 307 MAIN ST. PO BOX 164

DEARY ID 83823

Phone No. 208-877-1840 Fax No. _____

E-mail GABE@QUALITY-CONTRACTORS.COM

SUBMITTED on MARCH 3RD, 2020.

Idaho Public Works Contractor License No. 010331-U-3-4



0003780460

**STATE OF IDAHO**

Office of the secretary of state, Lawrence Denney

AMENDMENT TO CERTIFICATE OF ORGANIZATION OF LIMITED LIAE -FILED-.NY

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$30.00 - Make Checks Payable to Secretary of State

For Office Use Only

File #: 0003780460

Date Filed: 2/13/2020 9:50:11 AM

Amendment to Certificate of Organization of Limited Liability Company

Select one: Standard, Expedited or Same Day Service (see descriptions below)

Standard (filing fee \$30)

The current name of the limited liability company is:

QUALITY CONTRACTORS LLC

The file number of this entity on the records of the Idaho Secretary of State is:

0000241189

Entity Type:

Limited Liability Company

Entity Subtype:

Limited Liability Company

The date the certificate of organization was originally filed:

2008-08-20 02:04:23.000

Limited Liability Company Name

Entity name

QUALITY CONTRACTORS LLC

2. The complete street address of the principal office is amended to:

Principal Office Address

307 MAIN ST
DEARY, ID 83823

3. The mailing address of the principal office is amended to:

Mailing Address

PO BOX 164
DEARY, ID 83823-0164

4. Managers and Members

Name	Title	Address
☒ TONY SALMERI	Member	530 WINDMILL LN- WAGO, TX 76706
☒ EDWARD W FRENCH	Manager	1311 BRUSH CREEK RD DEARY, ID 83823
☒ M.B. HOME CONSTRUCTION SERVICES INC.	Member	1311 BRUSH CREEK RD- DEARY, ID 83823
☒ CARL BALLERINO	Member	700 WAYSIDE DR- WAGO, TX 76706
BRIAN A SALMERI	Member	1011 BRUSH CREEK RD DEARY, ID 83823
☒ MICAH J BORMAN	Member	5041 HWY 8- DEARY, ID 83823
JOHN E FRENCH	Manager	1144 BRUSH CREEK RD DEARY, ID 83823
☒ Gabriel D French	Member	1009 SKY LANE DEARY, ID 83823

Signature of Authorized Person:

Edward W French

02/13/2020

Sign Here

Date

B0484-2/14U 02/13/2020 9:50 AM Received by ID Secretary of State Lawrence Denney

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

010331 - UNLIMITED - 3-4

License Number

07/11/2011

Original License Issued

Categories: 15400, 02500, 02220, 05100, 09110

This is to certify that

QUALITY CONTRACTORS, LLC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 04/30/2020

Licensee Signature

Chris L. Jensen, Administrator

Contractor's Non-Collusion Affidavit

State of IDAHO) SS
County of LATAH

Bid for GABE FRENCH, being
first duly sworn, deposes, and says that he is Partner
[sole owner, a partner, president, secretary, etc.] of, QUALITY CONTRACTORS, LLC
[Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: [Signature]

Title: OFFICE MANAGER

Subscribed and sworn to before me this 3RD
day of MARCH, 2020

(SEAL)



Notary Public [Signature]

State of IDAHO

My Commission Expires 08-17-2023

Anti-Discrimination Affidavit

STATE OF IDAHO:

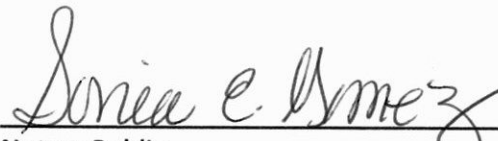
COUNTY OF LATAH:

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.


Contractor's Signature

Subscribed and sworn to before me this 3RD day of MARCH, 2020.




Notary Public

State of IDAHO

Residing at DEARY, IDAHO

My Commission Expires 08/17/2023

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address

Classification

License Number

Hilliards

HVAC Plumbing

C-12545-A-4

Pullman, WA

Strom

Electrical

022495-AA-4

Troy, ID

NOTES TO USER

1. This form must be included for all bids.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Quality Contractors, LLC
PO Box 164
Deary, ID 83823

as Principal, hereinafter called the Principal, and

Employers Mutual Casualty Company
P.O. Box 370010
Denver, CO 80237

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Moscow
206 East 3rd Street
Moscow, ID 83843

as Obligee, hereinafter called Obligee, in the sum of

Five Percent of the Total Bid

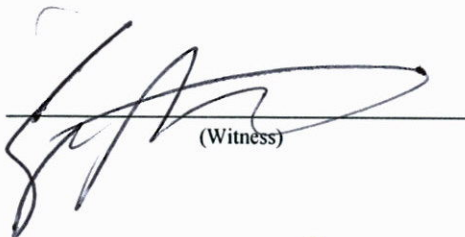
Dollars (\$ 5%).

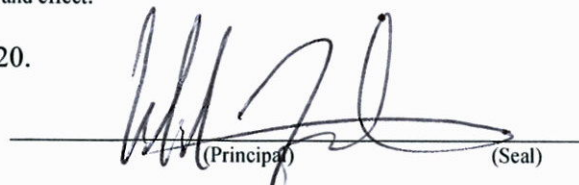
For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

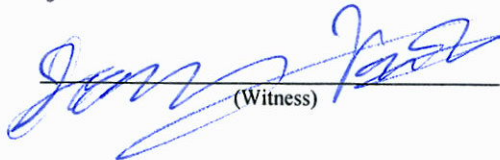
WHEREAS, the Principal has submitted a bid for Moscow Well Development – Phase II
Moscow, Idaho

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of February, 2020.


(Witness)


(Principal) (Seal)
Quality Contractors, LLC
(Title)


(Witness)

Employers Mutual Casualty Company
(Surety) (Seal)

ATTORNEY-IN-FACT
Karyl Wayt Attorney in Fact 2/27/2020

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KARYL WAYT

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of February, 2020.

J D Clough

Vice President

**CONSTRUCTION AGREEMENT
FOR WELL 10 DEVELOPMENT – PHASE II
BETWEEN CITY OF MOSCOW, IDAHO
AND TML CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR WELL 10 DEVELOPMENT – PHASE II BETWEEN CITY OF MOSCOW, IDAHO AND TML CONSTRUCTION, INC. (hereinafter “Agreement”), dated this _____ day of _____, 2020, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and TML Construction, Inc. PO Box 2970, Hayden, ID 83835 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR’s bid;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Advertisement for Bids;
2. Project Specifications titled: City of Moscow, Latah County, Idaho
Well 10 Development – Phase II
January 2020
3. Bid/Proposal of CONTRACTOR, dated March 17, 2020, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. Addenda issued prior to opening of bids: total of five (5);
7. Change Orders which may be delivered or issued after the effective date of this Agreement.
8. IDEQ Idaho Drinking Water State Revolving Fund (DWSRF) Specification Insert

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

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter "Project") titled:

"Well 10 Development – Phase II"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed on or by January 1, 2021. Final completion of all work shall be accomplished on or by February 1, 2021.

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified above, unless approved extensions thereof as permitted in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Thousand Five Hundred Dollars (\$1,500) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand Five Hundred Dollars (\$1,500) for each day that expires after the time specified above for completion, until the Work is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Two Million Eight Hundred and Fifty Seven Thousand Two Hundred Eighty Dollars (\$2,857,280) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Two Million Eight Hundred and Fifty Seven Thousand Two Hundred Eighty Dollars (\$2,857,280) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

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

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgements for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

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

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as

provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

**ARTICLE 14.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void. CONTRACTOR further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**ARTICLE 15.
COMMUNICATIONS**

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

Contractor:

TML Construction, Inc.
PO Box 2970
Hayden, ID 83835

City:

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

**ARTICLE 16.
NON-APPROPRIATIONS**

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

**ARTICLE 17.
APPROVAL REQUIRED AND SEVERABILITY**

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

**ARTICLE 18.
EXECUTION**

PAGE 6 OF 6

CITY COUNCIL STAFF REPORT

DATE: Monday, April 6, 2020



RESPONSIBLE STAFF

Mia Bautista, Tyler Palmer, Deputy Director - Operations, Gary Riedner, City Supervisor

REVIEWED BY

City of Moscow Legal Department

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Public Works Mutual Aid Agreement with Pullman Washington (ACTION ITEM) - Tyler Palmer

DESCRIPTION

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with public works infrastructure maintenance, operations and critical services, and in the case of an emergency as declared by the City's mayor or authorized political executive where one of the Parties may need the assistance of the other Party to provide such maintenance and/or operational services. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance and to the extent allowable under State and Federal laws. All Parties agree that it is not the purpose of the Compact to provide the normal and usual public works operations which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

STAFF RECOMMENDATION

Approve the public works mutual aid compact with the City of Pullman

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the public works mutual aid compact with the City of Pullman, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Public Works Mutual Aid Agreement Moscow-Pullman (final)

**PUBLIC WORKS MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
CITY OF PULLMAN, WASHINGTON**

THIS PUBLIC WORKS MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND CITY OF PULLMAN, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "MOSCOW") and City of Pullman, Washington, a municipal corporation of the state of Washington, 325 SE Paradise St, Pullman, WA 99163 (hereinafter "PULLMAN") and each of the above entities' respective public works departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide public works services, which includes wastewater treatment, storm drainage, street maintenance and public services, in the communities of Moscow, Idaho and Pullman, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2339 and the Revised Code of Washington (RCW) Ch. 38.52, respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide public works services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting and maintenance services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of public works assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area in an emergency situation;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between MOSCOW and PULLMAN, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor of MOSCOW and by the Mayor of PULLMAN. It shall continue in full force and effect until terminated by either Party. Termination shall be given in written form, signed by the official or public agent having

power of control and a copy given to the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with public works infrastructure maintenance, operations and critical services, and in the case of an emergency as declared by the relevant City's Mayor or authorized political executive where one of the Parties may need the assistance of the other Party to provide such maintenance and/or operational services. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance and to the extent allowable under State and Federal laws. All Parties agree that it is not the purpose of the Compact to provide the normal and usual public works operations which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

SECTION 3: REQUEST FOR ASSISTANCE

When an emergency has been declared, and assistance is needed or desired, the highest ranking official of that public works department who is available at the time the assistance is requested shall notify the other Party of such emergency and the need for assistance. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and the personnel requested, and the name of the official who is in charge of the public works operations at the place where assistance is requested. Such assistance shall be rendered according to the procedures of the Party requesting assistance until such time as there is a joint plan developed by the Parties, after which each Party and its employees shall render assistance in accordance to the joint plan.

SECTION 4: PLANNING

The public works director/supervisor or their respective designees may develop operational plans for any mutual assistance under this Compact. The plan may indicate the procedures to be followed in responding to a request for assistance.

The public works director/supervisor of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual assistance may be needed. This Compact may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Compact.

SECTION 5: RESPONSE TO REQUEST

Only the public works director/supervisor of a responding participating agency may determine whether or not to respond to a request for emergency public works assistance under this

Compact, or in the absence of the public works director/supervisor, the City Supervisor or City Administrator of the responding agency, or a designee, shall make such determination.

Public works personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

SECTION 6: RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Compact is voluntary.
- B. Participation of Parties in activities and operations governed by this Compact does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Compact does not create a partnership between the agencies.
- D. Direction and control over any activity covered by this Compact shall be the responsibility of the Party in whose jurisdiction the activity occurs.
- E. The Parties, during the performance of this Compact, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of activities on a timely and accurate basis. Records kept in regard to activities shall be kept by the Party with jurisdiction over the activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the activity occurred.
- G. Press releases concerning this Compact shall be made by the Party with jurisdiction over the activity. Prior to the release of any information, the Party with jurisdiction should consult with the other Party.
- H. Employees of the Parties shall conduct themselves as professional public works professionals. Employees shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged misconduct shall be reported in accordance with the respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused's employer.
- I. When the mutual assistance requested is no longer needed, the requesting Party shall notify the responding Party of the release of its control of all equipment and personnel and such shall be returned to their normal place of operation.
- J. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
- K. Response Time: The Parties shall respond to a request for assistance as soon as possible and, if assistance is authorized, shall mobilize its personnel and/or equipment as soon as available.

SECTION 7: COMMAND OF EQUIPMENT AND PERSONNEL

The requesting Party shall have on-site control and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising control and direction.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the designated lead of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. The responding Party's rules and procedures will prevail and the designated lead shall retain full authority to assign, deploy and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its control and direct that all equipment and personnel are returned to the responding agency. Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 8: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against the other Party for reimbursement of expenses incurred. Federal aid may be available to help offset the cost of expenses incurred as a result of the emergency, each agency shall keep records of time spent assisting the other agency.

SECTION 9: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. MOSCOW's liability is further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, Parties acknowledge that this Compact 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.

- D. Jurisdiction and Venue. It is agreed that this Compact shall be construed under and governed by the laws of the State of Idaho as to the performance of MOSCOW and shall be construed and governed by the laws of the State of Washington as to the performance of PULLMAN. In event of litigation concerning it, it is agreed that proper venue shall in the courts located in the state in which the events, actions or incident at issue took place or in a federal District Court.
- E. Binding Authority. The Parties each represent and warrant to the other that this Compact (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.
- F. Notice. All communication or notification to be given pursuant to this Compact shall be given to the following:
- | | |
|---------------------------------|--------------------------------|
| Notice to Pullman Public Works: | Notice to Moscow Public Works: |
| 325 SE Paradise St | PO BOX 9203 |
| Pullman, WA 99163 | Moscow, ID 83843 |
- G. Complete Agreement. This Compact 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.
- H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.
- I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Pullman City Clerk prior to its entry into force.

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

City of Pullman:

City of Moscow:

Glenn Johnson, Mayor

Bill Lambert, Mayor

ATTEST:

Dee Stiles-Elliott, City Clerk

APPROVED AS TO FORM:

Laura McAloon, City Attorney

ATTEST:

Laurie M. Hopkins, City Clerk

APPROVED AS TO FORM:

Mia Bautista, City Attorney

CITY COUNCIL STAFF REPORT

DATE: Monday, April 6, 2020



RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor,
Community Planning and Design

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Fair Housing Resolution Update (ACTION ITEM) - Bill Belknap

DESCRIPTION

The United States Department of Housing and Urban Development (HUD) is the lead federal agency that sets the standard for compliance with the federal Fair Housing Act. In 1998, the Mayor and the City Council enacted an ordinance amending Title 3, Chapter 6 of the Moscow City Code to create the Moscow Fair Housing Commission. Since that time the City has been proactive in prohibiting discrimination of fair housing and promoting compliance of the federal Fair Housing Act. Staff and the Moscow Fair and Affordable Housing Commission have prepared the City of Moscow Analysis of Impediments to Fair Housing and Fair Housing Action Plan which was originally adopted in 2003 and updated in 2015 provides guidance for the City in the promotion of fair housing within the community. Since 1983 the Idaho Department of Commerce (IDOC) under the direction of HUD has required grant recipients of Idaho Community Development Block Grants certify they will affirmatively promote fair housing and update the City's Fair Housing Resolution to include the most current equal opportunity requirements. April is designated as Fair Housing Month and staff takes this opportunity to update the Resolution and reaffirm the City's continuing commitment to fair housing.

STAFF RECOMMENDATION

Recommend approval of the updated Fair Housing Resolution to replace Resolution 2018-02.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the updated Fair Housing Resolution to replace Resolution 2018-02 or take such other action deemed appropriate.

FISCAL IMPACT

N/A

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. Res2020-00 Fair Housing

RESOLUTION NO. 2020 –

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

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

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

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

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

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

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this _____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk



City of Moscow Fire Department

*Dedicating our efforts to the
preservation of life, the
protection of property and the
safety of our personnel*



Brian R. Nickerson
Fire Chief



Dan Ellinwood
Division Chief /
Fire Marshal

Debby Carscallen
Division Chief / EMS

Scott Williams
Captain / Training & Safety

Matt Caples
Fire Inspector



229 Pintail Ln
P.O. Box 9203
Moscow ID 83843
Business (208) 882-2831

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019
City Hall (208) 883-7000



Bill Lambert
Mayor



Gary J. Riedner
City Supervisor



MEMORANDUM

To: Gary Riedner, City Supervisor
From: Brian R. Nickerson, Fire Chief
Date: April 2, 2020
Subject: Council Overview Highlight

Below you will find information regarding your request for an overview of the Incident Action Plan (IAP).

The current Disaster Management Plan (Emergency Operations Plan) was created in 1999. This plan is activated when the Mayor declares a local disaster emergency. The existing plan is outdated and over the last 20 years terminology and layout of the planning has changed. For the past few years, staff has been collaborating with the University of Idaho and Latah County to develop a coordinated collaborative plan utilized by all three entities. A rough draft of the collaborative plan was completed late 2019 with plans to finalize and move forward with the plan in 2020.

The following terms are used throughout the plan and an explanation is included below.

Emergency Operations Center. The Emergency Operations Center is a central location for carrying out the principles of emergency preparedness and emergency management or disaster management functions at a strategic level during an emergency. The Center also ensures continuity of operations through the event.

Unified Command. Unified Command is a multijurisdictional approach to an event that is larger than one entity. A single set of objectives to an incident response is established. A collective approach is used to develop and achieve incident objectives. Information flow and coordination are improved between all involved.

Incident Action Plan (IAP). The IAP formalizes documents to obtain incident goals. This plan guides all incident management activities. The plan is concise and coherent in the context of both operational and supportive activities. It is used as a means of capturing and communicating overall incident priorities, objectives, strategies, tactics, and assignments.

Operational Period. An Operational Period is a specific time to work on assigned objectives and incident response during that time. A short briefing is conducted with staff as an overview of the whole plan. An Operational Period can be any amount of time selected depending on the status of the event. A new IAP is formulated during this time to develop the IAP for the next operational period.



City of Moscow Fire Department

Incident/Unified Command (IC/UC). Appointed by the Mayor, this position has the responsibility in the overall management of the incident. A few of the responsibilities include:

- Determine Incident Objectives and strategy;
- Establish the immediate priorities;
- Ensure planning meetings are scheduled as needed;
- Coordinate with key city/county/university officials;
- Authorize release of information to the media.

Legal. Legal is not a typical position in the IAP, however this position is vital to ensure all resources, strategies, tactics and information follows the guidelines of state and federal laws.

Information Officer/Joint Information Center (JIC). Responsible for developing and releasing information regarding the incident to the news media, the public, incident personnel and appropriate agencies. If a JIC is utilized, information from the city, county and university would be collective in nature for release. The JIC works with the Incident/Unified Command to determine any limitations on information released and conducts media briefings as needed.

Operations Section. The Operations Section Chief manages tactical operations of the event and oversees and interacts with the lower level sections, such as Branch and Division/Group, to develop operations portion of the IAP. A few of the responsibilities include:

- Request resources needed to implement the operational tactics in the IAP;
- Assist in development of operations portion of the IAP;
- Maintain close contact with Branch and Division/Group;
- Ensure safe tactical operations;
- Approve release of resources from assigned status;
- Maintain close communication with the Incident/Unified Commanders.

Planning Section. The Planning Section Chief collects, evaluates, processes, and disseminated information for use at the incident. The position coordinates the development of the IAP, as well as:

- Collect and process situation information about the incident;
- Provide input to the IC/UC and Operations Section Chief in preparing the IAP;
- Establish Resources Unit, Situation Unit, Documentation Unit and Demobilization as needed for the incident;
- Assemble information on alternative strategies;
- Report any significant changes in the incident status;
- Compile and display incident status information.

Logistics Section. The Logistics Section Chief supports the needs of the incident. The position determines the need to activate or deactivate a unit such as Supply





**City of Moscow
Fire Department**

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Unit, Facilities Unit, Communications Unit, and Food Unit as needed. Other responsibilities include:

- Manage all incident logistics;
- Provide logistical input to the IC/UC preparing the IAP;
- Identify anticipated and unknown incident services and support requirements;
- Request additional resources as part of the IAP requests;
- Supervise request for additional resources.

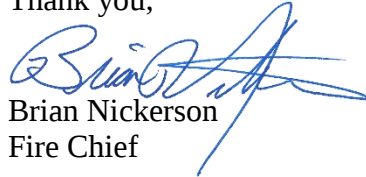
Finance/Administration Section. The Finance/Administration Section is responsible for managing all financial aspects of the incident. The Time Unit, Procurement Unit, Compensation/Claims Unit and Cost Unit can be activated as needed during an incident. Other responsibilities include:

- Provide financial and cost analysis information as requested;
- Gather pertinent information from IAP and responsible agencies;
- Ensure all time for the event is recorded appropriately;
- Brief the IC/UC on all incident-related financial issues needing attention.

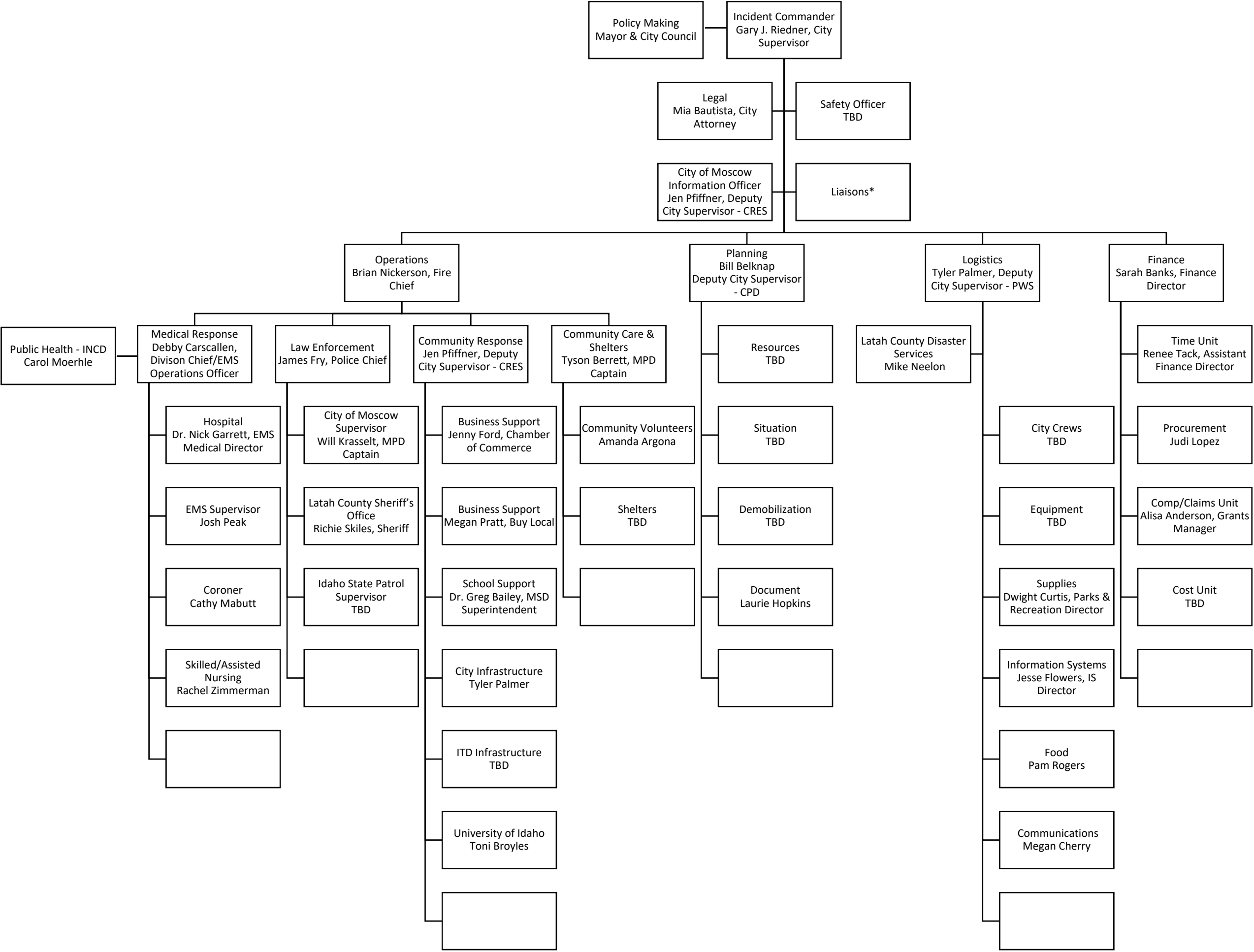
Many more positions exist in the IAP and additional details will be included during the City Council report on April 6, 2020.

Please let me know if you have any questions.

Thank you,


Brian Nickerson
Fire Chief





*Liaisons
County Commissioners
Gritman Medical Center
University of Idaho
Public Health - INCD
Moscow School District
Idaho OEM
Others as Identified