Public Works / Finance Committee

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 24, 2020 | **3:00 PM** | **Council Chambers 206 E. Third St.**

REGULAR AGENDA

1. Approval of August 10, 2020 Public Works / Finance Committee Minutes (ACTION ITEM) - Laurie M. Hopkins

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction.

2. Open Budget for Fiscal Year 2019-2020 (FY2020) (ACTION ITEM) - Gary J. Riedner / Sarah Banks

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards, and the City Council has authorized expenditures, including fleet purchases including a Sewer Jet-Vac truck, police body cameras and equipment for employees working remotely and unanticipated capital projects. Staff is proposing to amend Ordinance 2019-09 in the amount of $2,201,207 to accommodate the authorized appropriations.

PROPOSED ACTIONS: Review the ordinance and forward to the full Council for a public hearing to take place September 8, 2020, or provide staff further direction.

3. Paradise Creek Flood Hazard Mitigation Study Professional Services Agreement (ACTION ITEM) - Bill Belknap

As authorized by City Council, following a flooding event in 2017, the City applied for a Flood Hazard Mitigation Grant to study Paradise Creek from the Troy Highway to Darby Road to assess potential mitigation actions to reduce the risk of property damage within the study area. In January of 2020, the City received notice of award for the grant in the amount of $295,200. The local match for the study totals $98,400 including $46,800 in cash match and $51,600 in in-kind staff time for project administration. The City issued a request for statements of qualifications for a consultant to perform the study. Two responses were received and the review committee recommended the selection of Aspect Consulting for the project. Staff and Aspect have negotiated the professional services agreement scope and budget for the Council's review and approval. It is anticipated that the project will take approximately 14 months to complete.

PROPOSED ACTIONS: Recommend approval of the professional services agreement with Aspect Consulting; or provide staff further direction

4. Community Development Block Grant Application (ACTION ITEM) - Alisa Anderson, Nate Suhr

The City's Capital Improvement Plan (CIP) encourages combining future projects that share common goals to allow for the greatest efficiency and to maximize funding opportunities. These combined projects are excellent candidates for grant funding and if successful, grant funding can be leveraged to complement local funding and allow projects to be constructed ahead of schedule.

After analyzing the Parks Department Capital Improvement Plan, staff identified four separate projects at both Mountain View and Indian Hills Parks that align well with the goals of the Idaho Community Development Block Grant (ICDBG) program to enhance ADA access to these public park facilities. Staff will present the proposed park improvements and grant application for the Council's consideration

PROPOSED ACTIONS: Recommend approval of the Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects; or provide staff further direction.

5. Solid Waste Franchise Agreement Amendment (ACTION ITEM) - Tim Davis / Tyler Palmer

There are four areas within the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc. (LSI), being proposed to be amended. LSI has requested financial relief from the City for revenue losses experienced from the operations of the Moscow Recycling Center and additional compensation for necessary extra garbage and recycling routes, resulting from the 2016 decision by City Council, electing not to eliminate residential alley collection of solid waste and recycling, as had been proposed by LSI at that time. The current proposal removes tires and household hazardous waste disposal costs from the current miscellaneous rate. These items would be compensated as they had been prior to 2013, as a direct reimbursement to LSI for actual costs of disposal. The City will also relieve LSI of the majority of the recycling education duties and shift the education role in-house for efficiency and cost savings.

Staff has prepared a Resolution and amendments to Exhibits A, C, D, E, and G of the Solid Waste Franchise Agreement for consideration.

PROPOSED ACTIONS: Recommend approval of the Resolution Amending the Solid Waste Franchise Agreement Exhibits A, C, D E, and G, or provide staff further direction.

6. Downtown Parking Permit Fee Adjustment Discussion (ACTION ITEM) - Bill Belknap

Parking has long been perceived as an issue in the downtown area and the matter has been studied and surveyed on several occasions in the past. In 2009 the Council consolidated the parking permits to one class of permit and the price of that permit was reduced from $375 per year to $75 per year . Since 2009, the permit fees have only been increased once to the current rate of $30 per quarter or $85 per year. There are currently 155 permits authorized for sale. All permits are sold or in the process of sale, and there is a waiting list of 81 applicants.

At the City's FY2021 budget workshop, the Council expressed a desire to revisit the cost of Parking permits, and staff was directed to bring the item before the Public Works/Finance Committee on July 27, 2020. The matter was discussed at that meeting and requested to be brought back to the Committee's August 24 meeting.

PROPOSED ACTIONS: Provide staff direction.

ADJOURN

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

Public Works / Finance Committee

Regular Meeting
~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 10, 2020 **3:00 PM** **Council Chambers 206 E. Third St.**

REGULAR AGENDA

The meeting was called to order at 3:00 p.m.
PRESENT: Sandra Kelly, Brandy Sullivan, Gina Taruscio
OTHERS: Mayor Bill Lambert, Maureen Laflin, Art Bettge, Anne Zabala
STAFF: Gary J. Riedner, Sarah Banks, Mia Bautista, Megan Cherry, James Flowers, Bill Belknap, Jesse Flowers, Laurie M. Hopkins, Taylor Anderson

1. **Approval of July 27, 2020 Public Works/Finance Minutes (ACTION ITEM) - Laurie M. Hopkins**

   Minutes presented for approval.

   PROPOSED ACTIONS: Approve minutes, amend minutes, or provide staff further direction

The minutes were approved as presented.

2. **Disbursement Report July 2020 (ACTION ITEM) - Sarah Banks**

   Staff will present the Accounts Payable Report for the month ending July 2020.

   ACTION: Sign the Disbursements Report for the month of July 2020.

Banks introduced the report by highlighting the major expenses for the previous month including payroll, Well #10 Phase 2 contractors' payment, dispatch services, and the payment of the emergency repair at the Water Department building. The capital project amount of $3,000 was for the ITD safety program. The Committee approved, signed the report and recommended it to be placed on the Council consent agenda.

3. **CARES Act Idaho Commission on the Arts Grant Application (ACTION ITEM) - Megan Cherry**

   The Idaho Commission on the Arts is facilitating the disbursement of CARES Act Round 1: Relief for Organizations funds to all current recipients of its Entry Track and Public Programs in the Arts grants. The Arts Department is a participant in both grant programs, and has been assigned funding in the amount of $4826 to support operations in FY21. This opportunity requires the completion of a simple application followed by final reporting at the end of the fiscal year. If Council approves this application, the funding will support the presentation of a third exhibition at the Third Street Gallery during the year.

   PROPOSED ACTIONS: Direct staff to complete ICA CARES Act Round 1: Relief for Organizations grant application, or provide staff further direction.

Cherry introduced the item as written above and is asking the Council to approve the submission of the application required for the grant. Use of the grant funds are flexible and Cherry anticipates using the funds for support of the 3rd Street Gallery. The Committee recommended approval and that it be placed on the Council consent agenda.

4. MPD Body-Warn Camera Proposal (ACTION ITEM) - Gary J. Riedner

The Moscow Police Department has been employing a Community Policing model which emphasizes education over enforcement and acts as a basis for professional, ethical and respectful law enforcement. This Community Policing philosophy has been employed for many years and as a result the MPD continues to support high standards of fairness, integrity, compassion and transparency. The use of individual body-worn cameras by law enforcement has increased over the past several years, and as the attached memo from Chief James Fry indicates, use of body-worn cameras has been identified in MPD's strategic planning process. Further, body-worn cameras have several advantages, including providing additional evidence, enhancing transparency of contacts between officers and community members, and increasing accountability of all parties to a law enforcement contact. The memo attached to the packet discusses the various factors to be considered when making the decision to deploy body-worn cameras, in addition to the funding of a body-worn camera initiative.

PROPOSED ACTIONS: Recommend approval of proposal to purchase and deploy body-worn cameras by officers of the Moscow Police Department, including funding proposal, all as included in the attached memo from the City Supervisor, or provide staff further direction.

Riedner shares additional factors to be considered such as a camera's life span of 3 years, the cost of equipment and footage storage, and staffing adjustments for managing footage and equipment. Additional staffing hours may be needed for editing facial recognition and screening in response to public records requests. Exact staffing needs cannot be determined until the cameras have been in use for a few months, but possible options could be increasing hours of current part-time staff or hiring of an administrative specialist, dependent on what the Council decides. There is the ability to purchase the cameras, within this year's budget. The additional storage will be funded beginning October 1st. Additional research will be needed to establish policies and procedures specific to Moscow. Currently, vehicle footage is automatically downloaded to City servers when officers pull up to the police station. The body cameras will integrate with the same system of download. Information Systems Department (IS) will determine if additional storage will be on servers or the "Cloud" and cost of storage may change if they identify solutions to improve storage.

Aaron Bharucha (Moscow) asked how long footage would be stored and a detailed cost.

Video falls under the Idaho Public Records Act for records retention, the same as written records. Staff monitoring the footage will be trained on the retention and destruction process. Staff is asking Council to approve a budget of $75,000 additional storage required for detective and forensic work. Additionally, body warn cameras footage storage is estimated at $50,000. Staff is reviewing onsite versus Cloud-based storage, security vendors, and network bandwidth. The Committee asked for the item to move to full Council with a recommendation of approval.

ADJOURN

The meeting closed at 3:39 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, August 24, 2020

RESPONSIBLE STAFF

Gary Riedner, City Supervisor, Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S) OTHER RESOURCES

AGENDA ITEM TITLE

Open Budget for Fiscal Year 2019-2020 (FY2020) (ACTION ITEM) - Gary J. Riedner / Sarah Banks

DESCRIPTION

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards, and the City Council has authorized expenditures, including fleet purchases including a Sewer Jet-Vac truck, police body cameras and equipment for employees working remotely and unanticipated capital projects. Staff is proposing to amend Ordinance 2019-09 in the amount of $2,201,207 to accommodate the authorized appropriations.

STAFF RECOMMENDATION

Review the ordinance and forward to the full Council for a public hearing to take place September 8, 2020.

PROPOSED ACTIONS

PROPOSED ACTIONS: Review the ordinance and forward to the full Council for a public hearing to take place September 8, 2020, or provide staff further direction.

FISCAL IMPACT

$2,201,207

PERSONNEL IMPACT

ATTACHMENTS

1. FY2020 Open Budget Memo
2. Budget Revisions FY2020
3. Open Budget Ordinance FY2020_tfk_mb

MEMORANDUM

To: Gary J. Riedner, City Supervisor

From: Sarah L. Banks, Finance Director

c: Mayor & City Council

Date: August 18, 2020

Re: Open Budget FY2020

This year there are seven changes totaling $2,201,207 recommended for the FY2020 open budget process. These recommended changes are in anticipation of the public hearing scheduled for September 8, 2020.

General Fund:

In 2019, the State of Idaho provided EMSI with a $300,000 economic development incentive from the State's Opportunity Fund to reimburse EMSI for a portion of the cost of public improvements associated with their project. Under the program, the City will reimburse EMSI for the improvements in four equal installments upon achievement of identified milestones and then the State will reimburse the City. EMSI has reached the first three milestones, and the City is in the process of making the first three reimbursement payments in the total amount of $262,500. The revenue ($262,500) will come into General Fund State Grant Revenues (101-000-00-434-00) and expensed to EMSI out of General Fund Non-Departmental - Economic Development (101-140-10-670-25).

Streets Fund:

In FY2019, Streets started an asphalt patching project with anticipation to complete by fiscal year end. Due to circumstance, the project was not completed until FY2020. The revenue ($27,000) came from Streets Fund Beginning Fund Balance (105-000-00-900-01) and was expensed from Streets Fund Maintenance (105-150-40-632-74).

Fleet Fund:

In FY2020, Fleet replaced Unit #148 Jet-Vac Truck with a new Jet-Vac Truck . The revenue ($372,452) came from Fleet Beginning Fund Balance (290-000-00-900-01)and was expensed from Fleet Vehicles – Sewer (290-130-60-770-75).

Information Systems Fund:

In FY2020, the Police Department requested the purchase of body-worn cameras. This purchase is to provide additional evidence, enhancing transparency of contacts between officers and community members, and to increase accountability of all parties to a law enforcement contact.

The revenue ($90,000) will from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed from Information Systems Equipment - Public Safety (295-135-20-770-74).

In FY2020, the City became eligible for reimbursement under the CARES funding for COVID -19 response to purchase necessary equipment needed to allow employees to be the most effective with COVID – 19 in current operations that include the need for some employees to work remotely or in the event of another shutdown that will require more employees to work remotely. Purchases must first be made, then funds can be requested for reimbursement. In anticipation of reimbursement, the revenue ($170,255) will initially come from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed ($158,830) from Information Systems Minor Equipment – IS (295-135-10-690-15) and ($11,425) from Information Systems Professional Services – IS (295-135-10-642-35).

Capital Projects Fund:

Though not required to be included in the open budget process, on June 15, 2020, the City Council approved the use of appropriated funds from the voter-approved May 19, 2019 General Obligation Bond and some reprioritized future Capital Project funds to purchase the Haddock building for use as an office building to house certain City operations ($850,000).

In FY2020, Fire requested the use of Fire Station #3 bonds to upgrade their malfunctioning radio system and repair Fire Station #3 sink. The radio system will allow for increased communication between dispatch and the volunteers, residents, and career staff. The sink repair will allow for proper clean up after meetings and increased use of the facility. The revenue for both ($15,000) will come from Capital Projects Beginning Fund Balance (350-000-00-900-01) and will be expensed from Capital Projects General Government – Fire Station #3 Bond Expense (350-310-20-770-74).

In FY2020, the City received reimbursement for the A St. Capital Streets Project from Idaho Transportation Department (ITD). The revenue ($1,264,000) was receipted into Capital Projects Refunds & Reimbursements (350-000-00-479-01) and will flow through to Capital Projects Ending Fund Balance (350-310-10-990-00) at FY2020 year end. These funds are reserved for future Streets Capital Projects per the Capital Improvement Plan (CIP).

BUDGET REVISIONS DETAIL 2020

Explanation

This year there are seven changes totaling $2,201,207 recommended for the FY2020 open budget process. These recommended changes are in anticipation of the public hearing scheduled for September 8, 2020.

GENERAL FUND

Revenue

State Grant Revenues (1)	$262,500
Total Unanticipated and Unallocated Revenues	**$262,500**

Total Proposed General Fund Use of Funds:

Economic Development (1)	$262,500
Total General Fund Proposed Uses	**$262,500**

In 2019, the State of Idaho provided EMSI with a $300,000 economic development incentive from the State's Opportunity Fund to reimburse EMSI for a portion of the cost of public improvements associated with their project. Under the program, the City is required to reimburse EMSI for the public improvements in four equal installments upon achievement of identified milestones and then the State will reimburse the City. EMSI has reached the first three milestones, and the City is in the process of making the first three reimbursement payments in the total amount of $262,500. The revenue ($262,500) will come into General Fund State Grant Revenues (101-000-00-434-00) and expensed to EMSI out of General Fund Non-Departmental - Economic Development (101-140-10-670-25).

STREETS FUND

Revenue

Streets Beginning Fund Balance (1)	$27,000
Total Unanticipated and Unallocated Revenues	**$27,000**

Total Proposed Streets Fund Use of Funds:

Maintenance (1)	$27,000
Total Streets Fund Proposed Uses	**$27,000**

In FY2019, Streets started an asphalt patching project with anticipation to complete by fiscal year end. Due to conditions of construction, the project was unable to be completed until the beginning of FY2020. The revenue ($27,000) came from Streets Fund Beginning Fund Balance (105-000-00-900-01) and was expensed from Streets Fund Maintenance (105-150-40-632-74).

FLEET FUND

Revenue

Fleet Beginning Fund Balance (1)	$372,452
Total Fleet Resources	**$372,452**

Total Proposed Fleet Use of Funds:

Fleet Vehicles - Sewer (1)	$372,452
Total Fleet Fund Uses	**$372,452**

In FY2020, Fleet replaced Unit #148 Jet-Vac Truck with a new Jet-Vac Truck . The revenue ($372,452) came from Fleet Beginning Fund Balance (290-000-00-900-01) and was expensed from Fleet Vehicles – Sewer (290-130-60-770-75).

INFORMATION SYSTEMS FUND

Revenue

Information Systems Beginning Fund Balance (1, 2)	$260,255
Total IS Fund Resources	**$260,255**

Total Proposed Information System Use of Funds:

Information Systems Equipment – Public Safety (1)	$90,000
Information Systems Minor Equipment – IS (2)	$158,830
Information Systems Professional Services – IS (2)	$11,425
Total IS Fund Uses	**$260,255**

In FY2020, the City Council authorized the purchase of body-worn cameras. This purchase is to enhance transparency of contacts between officers and community members, increase accountability of all parties to a law enforcement contact, and to provide additional evidence. The revenue ($90,000) will come from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed from Information Systems Equipment - Public Safety (295-135-20-770-74).

In FY2020, the City became eligible for reimbursement under the CARES funding for COVID - 19 response to purchase necessary equipment needed to allow employees to be the most effective with COVID – 19 in current operations that include the need for some employees to work remotely or in the event of another shutdown that will require more employees to work remotely. Purchases must first be made, after which funds will be requested for reimbursement. In anticipation of reimbursement, the revenue ($170,255) will initially come from Information Systems Beginning Fund Balance (295-000-00-900-01) and will be expensed ($158,830) from Information Systems Minor Equipment – IS (295-135-10-690-15) and ($11,425) from Information Systems Professional Services – IS (295-135-10-642-35).

CAPITAL PROJECTS FUND

Revenue

Capital Projects Beginning Fund Balance (1)	$15,000
Idaho Transportation Department (ITD) (2)	$1,264,000
Total Capital Projects Resources	**$1,279,000**

Total Proposed Use of Capital Projects Funds

Capital Projects General Government – Fire Station #3 Bond Expense (1)	$15,000
Capital Projects General Government – Ending Fund Balance (2)	$1,264,000
Total Capital Projects Fund Uses	**$1,279,000**

In FY2020, the Fire Department requested the use of Fire Station #3 bonds to upgrade their malfunctioning radio system and repair a sink in Fire Station #3. The radio system will allow for increased communication between dispatch and the volunteers, residents, and staff. The sink repair is necessary for maintenance and upkeep of the facility. The revenue for both ($15,000) will come from Capital Projects Beginning Fund Balance (350-000-00-900-01) and will be expensed from Capital Projects General Government – Fire Station #3 Bond Expense (350-310-20-770-74).

In FY2020, the City received reimbursement for the A St. Capital Streets Project from Idaho Transportation Department (ITD). The revenue ($1,264,000) was receipted into Capital Projects Refunds & Reimbursements (350-000-00-479-01) and will flow through to Capital Projects Ending Fund Balance (350-310-10-990-00) at FY2020 year end. These funds are reserved for future Streets Capital Projects per the Capital Improvement Plan (CIP).

ORDINANCE NO. 2020 – ___

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2019 – 09, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; TO APPROPRIATE MONIES IN THE SUM OF ONE HUNDRED THREE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS ($103,648,252); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1: That Ordinance No. 2019 – 09, the Appropriation Ordinance for the City of Moscow, Idaho, for the fiscal year commencing October 1, 2019 and ending September 30, 2020, be and the same is hereby amended as follows:

	FY2020 ORIGINAL BUDGET	**AMENDED BUDGET**	**FY2020 FINAL BUDGET**
General Fund			
General Government	$8,267,197	$262,500	$8,529,697
Public Safety	8,584,700	0	8,584,700
TOTAL	**$16,851,897**	**$262,500**	**$17,114,397**
STREET FUND	**$3,332,714**	**$27,000**	**$3,359,714**
TRANSIT CENTER FUND	**$36,508**	**$0**	**$36,508**
Culture & Recreation			
Parks & Recreation Fund	$3,397,237		$3,397,237
MSDCP	148,734		148,734
1912 Center Fund	110,100		110,100
Hamilton Trust Fund	93,903		93,903
Total	**$3,749,974**	**$0**	**$3,749,974**
Water Fund	**$6,770,380**	**$0**	**$6,770,380**
Sewer Fund	**$9,699,474**	**$0**	**$9,699,474**
Sanitation Fund	**$6,205,773**	**$0**	**$6,205,773**

Fleet Management Fund	**$3,562,993**	**$372,452**	**$3,935,445**
Information Systems Fund	**$1,746,953**	**$260,255**	**$2,007,208**
Capital Projects Funds			
Water Capital Projects Fund	$7,293,632		$7,293,632
Sewer Capital Projects Fund	10,018,376		10,018,376
Sanitation Capital Projects Fund	5,935,060		5,935,060
Capital Projects Fund	15,292,981	1,279,000	16,571,981
LID Construction Fund	166,748		166,748
Total Capital Construction Funds	**$38,706,797**	**$1,279,000**	**$39,985,797**
Debt Service Fund			
General Obligation Debt Fund	$10,752,964		$10,752,964
Special Assessments Fund	$30,618		$30,618
Total Debt Service Funds	**$10,783,582**	**$0**	**$10,783,582**
GRAND TOTAL	**$101,447,045**	**$2,201,207**	**$103,648,252**

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 3: EFFECTIVE: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

THIS ORDINANCE was passed under suspension of the rules. A roll call vote was duly taken and this Ordinance was duly enacted as an ordinance of the City of Moscow at a regular meeting of the City Council held September 8, 2020.

APPROVED by the Mayor this _____ day of September, 2020.

____
Bill Lambert, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, August 24, 2020

RESPONSIBLE STAFF

Mike Ray, Alisa Anderson

ADDITIONAL PRESENTER(S) | OTHER RESOURCES

AGENDA ITEM TITLE

Paradise Creek Flood Hazard Mitigation Study Professional Services Agreement (ACTION ITEM) - Bill Belknap

DESCRIPTION

Following a flooding event in 2017, the City applied for a Flood Hazard Mitigation Grant to study Paradise Creek from the Troy Highway to Darby Road to assess potential mitigation actions to reduce the risk of property damage within the study area. In January of 2020, the City received notice of award for the grant in the amount of $295,200. The local match for the study totals $98,400 including $46,800 in cash match and $51,600 in in-kind staff time for project administration. The City issued a request for statements of qualifications for a consultant to perform the study. Two responses were received and the review committee recommended the selection of Aspect Consulting for the project. Staff and Aspect have negotiated the professional services agreement scope and budget for the Council's review and approval. It is anticipated that the project will take approximately 14 months to complete.

STAFF RECOMMENDATION

Recommend approval of the professional service agreement with Aspect Consulting LLC.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the professional services agreement with Aspect Consulting; or provide staff further direction

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Paradise Creek Study Agreement w Exhibit A

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
ASPECT CONSULTING LLC FOR
PARADISE CREEK FLOOD HAZARD MITIGATION STUDY PROJECT**

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND ASPECT CONSULTING FOR PARADISE CREEK FLOOD HAZARD MITIGATION STUDY PROJECT (hereinafter "Agreement"), is made this _____ day of August, 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 Aspect Consulting LLC, 123 E. Yakima Avenue, Suite 200, Yakima WA 98901 (hereinafter "CONSULTANT").

W I T N E S S E T H:

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

WHEREAS, CITY requires the services of a duly qualified design professional to perform the services required by this Agreement; and

WHEREAS, CONSULTANT warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement and that it has reviewed and is aware of City's plans with respect to the Project; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services necessary to complete the Project.

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

SECTION 1: THE PROJECT

CONSULTANT shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement for the preparation and completion of professional services as outlined in Exhibit 'A'.

SECTION 2: QUALIFIED ESTIMATES OF COST

The estimates of cost for Project herein are to be prepared by CONSULTANT through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by a similarly situated professional organization. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs. If at any time CONSULTANT’s estimates of cost for the Project exceeds CITY’s budget for the Project, CONSULTANT shall redesign Project elements to achieve cost savings, but in doing so, shall not remove any essential elements of the Project. If CONSULTANT is unable to redesign the Project, it shall make appropriate recommendations to CITY to adjust the Project’s size, quality or budget. CITY may consider CONSULTANT’S recommendations, but shall decide, in its discretion, how to proceed. Any schedule modification based on the need for a redesign of the Project, shall be mutually agreed upon by both Parties.

SECTION 3: SCOPE OF WORK

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

SECTION 4: COMPENSATION

A. Compensation and Term.

For the services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed THREE HUNDRED FORTY-TWO THOUSAND DOLLARS ($342,000.00). This Agreement shall be in effect until the completion of the project as described in Exhibit ‘A’ or June 1, 2022, whichever occurs first.

B. Payment.

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

1. CONSULTANT's compensation and reimbursable expenses shall be paid by CITY to CONSULTANT no more than once a month. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit ‘A’, attached hereto and incorporated herein by reference. In order to receive payment, CONSULTANT shall present to CITY an itemized statement which indicates Work performed, percentage of Work completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Work provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to CONSULTANT shall never exceed the

percentage amounts authorized by the phasing and funding schedule located in Exhibit 'A' attached hereto. CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Any disputed amounts that cannot be agreed upon between the Parties may be subject to court mediation.

2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT'S progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.

3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.

4. The Parties agree that when CONSULTANT submits an invoice for the last payment due to satisfying all terms of the Agreement, CITY may withhold payment beyond the 45 days with no interest accruing to ensure CITY is satisfied CONSULTANT completed the work as agreed pursuant to this Agreement

5. The Parties agree that CONSULTANT's compensation for Work includes all licensing fees for CITY's use of the Construction Documents, including use after termination of this Agreement.

SECTION 5: CONSULTANT RESPONSIBILITIES

A. CONSULTANT shall perform all Work under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Work in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the Project as specified in the indemnification provision of this Agreement. CONSULTANT shall perform Work as expeditiously as possible as is consistent with professional skill and care and the orderly progress of the Work. Unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule in Exhibit 'A', except for circumstances out of CONSULTANT's control.

B. CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

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

SECTION 6: CITY RESPONSIBILITIES

CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the Project. All reports, and other data, furnished to CONSULTANT by CITY, shall be returned to CITY. All designs, drawings, specifications, documents, and other product prepared by CONSULTANT prior to completion or termination of this Agreement are Work Product for Project and are property of CITY, which shall be delivered to CITY by CONSULTANT upon completion of Project or upon termination of Agreement.

SECTION 7: WORK PRODUCT

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall be the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.

B. Disclosure of Materials. It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act.

SECTION 8: CONFIDENTIALITY

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

SECTION 9: INDEPENDENT CONTRACTOR

The contracting Parties warrant by their signatures that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither

CONSULTANT nor any officer, employee, or agent of CONSULTANT, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 10: INSURANCE

CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:

1. Worker's compensation and employer's liability insurance as required by the State of Idaho;

2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars ($1,000,000) combined single limits;

3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CONSULTANT or of any of its employees, agents, or subcontractors, with one million dollars ($1,000,000) per occurrence and in the aggregate;

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

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

SECTION 11: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees to the extent caused by, resulting from, or in connection with the negligent acts, performances, activities, errors or omissions, or misconduct by CONSULTANT 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 or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless CONSULTANT's acts or omissions introduced, caused, or allowed said hazardous materials or toxic substances to be introduced to the Project site.

SECTION 12: CONFLICT OF INTEREST

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

SECTION 13: 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. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION 14: LICENSES AND ADHERENCE TO LAW REQUIRED

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

SECTION 15: AMERICANS WITH DISABILITIES ACT

CONSULTANT will use its professional efforts to interpret all applicable Federal, State and Local Laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

SECTION 16: NON-DISCRIMINATION

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

SECTION 17: JURISDICTION, VENUE, AND NONWAIVER

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right, or a waiver of any subsequent breach.

SECTION 18: COMMUNICATION

CONSULTANT hereby designates John Knutson as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and attend all Project design meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants, and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the services provided for herein. Such consent shall not be unreasonably withheld or delayed.

CITY hereby designates Bill Belknap to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY Representative shall assist CONSULTANT in observing construction of the Project and participating in the preparation of punch-list items. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the services.

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

CONSULTANT:	CITY:
Aspect Consulting, LLC John Knutson Principal Water Resources Engineer 123 E Yakima Avenue Suite 200 Yakima, WA 98901	City of Moscow Bill Belknap Deputy City Supervisor P O Box 9203 Moscow, Idaho 83843

SECTION 19: NON-APPROPRIATION

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

SECTION 20: APPROVAL REQUIRED, AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the City of Moscow. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth. If any part of this Agreement is held unenforceable, the remaining portions of this Agreement will, nevertheless, remain in full force and effect.

SECTION 21: TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. In event of termination, all working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.

SECTION 22: EXECUTION

The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

CONSULTANT	CITY
	City of Moscow
By: _______________________________	By: _______________________________ Bill Lambert, Mayor
	ATTEST:
	_______________________________ Laurie M. Hopkins, City Clerk
	Approved as to Form:
	_______________________________ Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF ________________________)
) ss.
County of ________________________)

On this _______ day of ________________, 2020, before me, a Notary Public in and for said State, appeared________________, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for ______________(CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.

____
Notary Public for the State of ________________
My commission expires_____________________

Exhibit 'A'

City of Moscow Paradise Creek Flood Mitigation Project

Scope of Work

July 23, 2020

Aspect Consulting, LLC

Background

Aspect Consulting LLC (Aspect) has been retained by the City of Moscow (City) to evaluate potential alternatives to reduce flood hazards associated with Paradise Creek. The study reach for this evaluation extends along Paradise Creek from Darby Road to south of Troy Highway near the intersection with Styner and White Avenue. Aspect's project partners are Watershed Science & Engineering (WSE) who will work as a sub-consultant to Aspect to provide hydraulic modeling and FEMA mapping support, and JUB Engineers who will work as a sub-consultant to provide ground survey support. The project will involve:

- ✓ *Project and team management and coordination with City staff.*
- ✓ *Public, stakeholder, and City Council information and involvement.*
- ✓ *Reviewing and assessing flooding problems.*
- ✓ *Reviewing and assessing stormwater detention systems.*
- ✓ *Identifying and evaluating flood mitigation alternatives.*
- ✓ *Paradise Creek and stormwater system modeling.*
- ✓ *Estimating flood mitigation alternative costs, benefits, and benefits-cost ratio.*
- ✓ *Preliminary design of preferred flood mitigation components.*
- ✓ *Development of floodplain mapping change documents for submittal to FEMA.*

The project is expected to last approximately 14 months.

Scope of Work

The following scope of work describes the tasks conducted and products provided during the Project.

Task 1 – Project Management

Aspect will:

1.1 Provide monthly project status reports, budget and schedule updates, and invoices to the City.

1.2 Manage the consultant technical team, including contracting and coordination with subconsultants.

1.3 Complete quality assurance reviews on project deliverables to the City.

1.4 Prepare for and participate in three stakeholder advisory committee (SAC) tele-workshops and two virtual public open houses. Preparations will include activities such as preparing agendas, handouts, flyers, and posters, and setting-up surveys. Support activities will include leading and facilitating meetings, reviewing survey results, taking notes, and coordinating with the City. Aspect will discuss the expected committee operations, meeting topics, and schedule with the City and prepare a succinct *Advisory Committee Plan* to help explain and guide the committee process. These meetings/open houses are noted in the following tasks but are expected to include:

a. **Stakeholder Committee Workshop #1 (*held shortly after project initiation*)**: *Introduce the planning project to the stakeholder advisory committee (SAC); provide background information; solicit input on problems and project priorities, goals, and objectives.*

b. **Project Open House #1 (*held during Task 2*)**: *Introduce the planning project to property owners within the study area and other community members and stakeholders. Also provide background information about goals and objectives and solicit input on flooding and floodplain problems and priorities.*

c. **Stakeholder Committee Workshop #2 (*held during Task 5*)**: *Present high priority drainage and flooding problems and potential mitigation approaches, present several preliminary alternatives for discussion and refinement, present City approved alternative evaluation criteria*.

d. **Stakeholder Committee Workshop #3 (*held during Task 6*)**: *Review the preliminary alternative evaluation results, present the recommended preferred mitigation alternative, review modeling results and potential mapping changes.*

e. **Open House #2 (*held during Task 6*):** *Review the alternatives examined and results of the alternative evaluation process; present the preferred mitigation alternative, review modeling results and potential mapping changes.*

1.5 Support interactions with FEMA as requested by the City.

1.6 Prepare for and participate in two video conferences with City Council during the project.

Task 1 Products:

- *Monthly project status reports, budget and schedule updates, and invoices.*
- *Advisory Committee Plan*
- *Stakeholder committee tele-workshops and virtual public open houses materials and notes.*

Task 1 Assumptions:

- *A 14-month project schedule.*
- *City identifies SAC members, forms the committee, and provides committee member contact information to Aspect.*
- *Advisory Committee Plan is prepared as a final document.*
- *City identifies workshop announcement recipients and contact information and sends mailers to announce project workshops.*
- *City sets-up a project webpage on the City's website, and posts project information and related links on the project webpage in support of virtual workshops.*
- *FEMA coordination involves up to three 1-hour phone conference meetings and minor associated preparations.*

- *Video conferences with the City Council last no more than one hour, with minor preparation time.*

Task 2 - Surveying and Data Collection

The Aspect Team will:

2.1 Gather and review existing data for the study area including: soils, topography, 2016 3DEP LiDAR data, existing Flood Insurance Study (FIS), existing Flood insurance Rate Maps (FIRMs), flood photos/records, flood damage information, high water mark data, critical infrastructure and facility mapping, existing and proposed land use, stormwater infrastructure, detention facility as-builts, miscellaneous utilities mapping, bridge/culvert data, local/state/federal drainage and floodplain management standards, prior LOMRs and recent flood studies, stream gage data, etc.

2.2 Prepare for and hold Project Open House #1 (covered in Task 1). Along with SAC Meeting #1, Open House # 1 will help inform the project team about flooding problems, which will help define the hydraulic modeling approach, which in turn helps establish data needs.

2.3 Prepare for and tour the study reach and visit key flooding problem spots. Aspect will perform an initial tour and review of problem spots, while WSE will visit the study area during the modeling tasks for ground truthing purposes. Preparations will include developing a site visit itinerary and brief field safety plan.

2.4 Assess data needs and prepare an GIS shapefile to guide the topographic data collection effort. The shapefile will provide a detailed depiction of desired surveyed cross-section locations and orientations along with other survey needs, such as crossing and conveyance structures and limits of flood berms and swales.

2.5 Support the City to negotiate access agreements. It is expected that Aspect will provide exhibits, maps, and written explanations for City staff to use when contacting property owners and negotiating access for ground survey. Depending on the quality of the existing LiDAR data, the extent of ground survey work may be modified to reduce the number of necessary property access approvals.

2.6 Collect ground survey data. Along with other required survey data, it is assumed that approximately 150 channel cross-sections will be surveyed (including FIS cross sections). Surveyed sections will be up to 100’ wide (maybe less depending on LiDAR data) at about 50-60’ intervals.

2.7 Integrate survey data with existing LiDAR and prepare a topographic basemap in accordance with FEMA standards and requirements.

2.8 Review and inspect stormwater detention facilities contributing to the impacted area to verify facility condition. The detention facilities will be visited by Aspect during the site visit discussed in Task 2.3. Aspect will review detention facility data provided by the City prior to the site visit. Detention facility analysis, estimating existing facility performance characteristics (which will involve basin updates and hydrologic modeling), and identifying detention facility optimization or retrofit options will be performed during Tasks 5 and 6.

Task 2 Products:

- *Survey needs shapefile.*
- *Access approval support materials.*

Task 2 Assumptions:

- *Preparing for and holding Project Open House #1 is covered by the Task 1 budget.*
- *Aspect study area tour, review of problem spots, and detention facility visits is completed by one staff person over one day.*
- *City staff participates with Aspect in the study area tour, review of problem spots, and detention facility visits.*
- *Existing LiDAR is adequate, so the planned LiDAR acquisition budget is shifted to help cover the data needs assessment, field visit planning, and detention facility review/site visit.*
- *Survey work requires no more than $21,000.*
- *The City will submit an engineering data request to FEMA to obtain effective FIS hydraulic modeling, workmaps, and hydrologic information.*
- *The effective hydraulic model and associated engineering data will be available from FEMA.*

Task 3 - Hydrologic Analysis

The Aspect Team will:

3.1 Review the effective FIS flood discharge data and hydrologic methods.

3.2 Review available stream gauge data.

3.3 Estimate the magnitude of the 10-, 50-, 100-, and 500-year annual instantaneous peak floods and up to two additional events (e.g. the 2- and 25-year) for Paradise Creek. Peak flow estimates will be based on a statistical analysis of existing annual instantaneous peak flow data from the USGS gage 13346800 Paradise Creek at University of Idaho at Moscow ID. 15 minute and daily gage records will also be used to support development of inflow hydrographs. Data from other past or present gages on Paradise Creek or nearby streams will be reviewed and incorporated if available and appropriate.

3.4 Transmit the results of the statistical analysis and recommended steady and unsteady flows to the City.

Task 3 Products:

- *Recommended steady and unsteady flows.*

Task 3 Assumptions:

- *No revisions of the recommended flows is needed.*

Task 4 - Flooding Analysis and Characteristics

The Aspect Team will:

4.1 Replicate and run the effective FIS 1-D model using HEC-RAS.

4.2 Update topography and cross-section data and add 2-D HEC-RAS sections.

4.3 Run the optimized hybrid model and, if feasible, calibrate it to recent flooding observations.

4.4 Run the calibrated model and assess existing condition flood impacts and causes, including predictions for the 10-year and 100-year flood events.

4.5 Prepare tables and GIS exhibits depicting existing flooding conditions and transmit them to the City for review.

4.6 Hold a conference call with City to discuss the existing condition modeling results and any necessary changes.

4.7 Update the model to address City comments.

4.8 Prepare existing flooding condition tables and GIS exhibits for use in the public and stakeholder process.

Task 4 Products:

- *Draft and final existing flooding condition tables and exhibits.*

Task 4 Assumptions:

- *Effective model is available in digital HEC-2 or HEC-RAS modeling files, so complete reconstruction from written information is not needed.*
- *One City review cycle on the existing flooding condition tables and exhibits, with consolidated comments provided to Aspect for transmittal to the modeling subconsultant.*

Task 5 - Develop Conceptual Flood Hazard Mitigation Alternatives

Aspect will:

5.1 Complete a detention facility analysis and estimate existing facility performance characteristics. This will involve updating drainage basins flowing to and from detention facilities, considering existing and potential build-out land uses, hydrologic modeling to estimate detention facility impact on peak flows and hydrographs for up to the 100 year storm event, developing 100 year stormwater hydrographs for outfalls impacting the study area, and assessing the relative impact that local stormwater runoff has/will have on flooding within the study area. This work will help determine if detention facility retrofit projects and/or enhanced detention standards should be embedded in flood mitigation alternatives.

5.2 Review information about problems, develop exhibits and written descriptions (tabular form) of up to ten key flooding problems and itemize several potential mitigation solutions/components for each problem, prepare exhibits illustrating the results of the detention analysis, and develop a list of potential flood mitigation alternative evaluation criteria.

   a. Mitigation components to be considered may include property buyouts; structure elevations; stormwater detention retrofits and/or enhanced standards; stream channel/floodplain storage; overflow swales and conveyance improvements; enhanced flood related public information; enhanced and agency coordination, response planning, and Emergency Operations Center; enhanced flood fighting equipment/public assistance; flood monitoring and early warning systems; enhanced floodplain development regulations; and increased City participation in the NFIP Community rating systems (CRS) to reduce flood insurance rates. Green infrastructure elements such as riparian enhancements or bioengineered features, will be integrated into alternatives where sensible.

b. Alternative evaluation criteria to be consider include effectiveness at solving key problems, relative level of flood protection, relative benefit cost rating, enhancing beneficial floodplain functions, environmental impacts, impact upon existing developed properties, long-term effectiveness, and cost of construction and operation/maintenance.

5.3 Prepare for and hold a 2-hour video conference meeting with City staff to review and initially prioritize the key flooding and drainage problems, identify key issues and preliminary preferred mitigation components for discussion with the SAC, review and finalize the flood mitigation alternative evaluation criteria, and prepare an agenda for SAC Workshop #2.

5.4 Prepare for and conduct Stakeholder Workshop #2 (covered by Task 1) to present high priority drainage and flooding problems and preliminary preferred mitigation components, present several overall preliminary mitigation alternatives for discussion and refinement, present the City approved alternative evaluation criteria, and select two overall mitigation alternatives (in addition to a no action alternative) that will be analyzed and evaluated in Task 6.

5.5 Prepare a brief draft *Flood Mitigation Alternatives Memorandum* describing the two overall mitigation alternatives (in addition to a no action alternative) that will be analyzed and evaluated in Task 6 along with the final evaluation criteria. Perform internal QC review and submit the memo to the City.

5.6 Review City comments and hold a conference call with City staff to discuss and resolve comments.

5.7 Prepare the final *Flood Mitigation Alternatives Memorandum*

Task 5 Products:

- *Exhibits and written descriptions of key flooding problems and potential solutions.*
- *Recommended evaluation criteria.*
- *Draft and final Flood Mitigation Alternatives Memorandum.*

Task 5 Assumptions:

- *Preparing for and conducting Stakeholder Workshop #2 is covered by Task 1.*
- *Flood Mitigation Alternatives Memorandum is prepared using materials from the City video conference and the results of Stakeholder Workshop #2.*
- *One City review cycle on the Flood Mitigation Alternatives Memorandum.*

Task 6 - Alternative Analysis and Evaluation

The Aspect Team will:

6.1 Complete a detention facility optimization and retrofit analysis as needed. This will involve hydrologic modeling to test the effectiveness of potential stormwater detention facility retrofit projects and/or enhanced detention standards for new development (within the two overall mitigation alternatives) at reducing flooding problems.

6.2 Develop updated basemap and other information/data to reflect the two initial and optimized flood mitigation alternatives. This information and data will be provided to the modeling subconsultant for integration into the calibrated HEC-RAS model.

6.3 Complete hydraulic modeling to test and refine the two flood mitigation alternatives:

a. Make HEC-RAS model updates to reflect mitigation alternatives (assuming two alternatives with each alternative being a combination of discrete mitigation components).

b. Conduct two modeling revisions/runs for each alternative – one run for each initial alternative, and one run for each optimized alternative. Hydraulic model/basemap updates could involve adding swales/side-channels, adding/enlarging conveyance elements, restoring floodplain connectivity, and so on. Updated modeling runs could also involve stormwater outfall hydrology changes to reflect enhanced stormwater detention facilities/standards.

c. Prepare results exhibits/maps after each run for discussion with the City.

6.4 Estimate the costs of components within each optimized overall alternative, gather data regarding historical flooding costs, project future flooding cost for no-action alternative and the two optimized mitigation alternatives, and complete a preliminary benefit-cost analyses (BCA). FEMA requires the use of BCA Toolkit Version 6.0 to analyze mitigation alternatives.

a. Estimate annualized flooding benefits and costs. Mitigation benefits include avoided future costs/losses due to physical damage, loss of service/function, injury or death, displacement costs, emergency management costs, NFIP administration costs, and social & environmental benefits. Mitigation project costs include design, permitting, construction and maintenance costs, contributions, and matching funds.

b. Identify mitigation project useful life, recurrence interval, and effectiveness, develop the BCA model.

c. Run BCA model scenarios for the two alternatives and estimate the overall benefits-cost ratios BCRs.

6.5 Using the approved evaluation criteria, complete a preliminary evaluation of the optimized flood mitigation alternatives.

6.6 Prepare for and hold two 2-hour video conference meetings with the City.

a. The first meeting will be to discuss the initial modeling results and rough costs for the two alternatives and identify desired changes to optimize the alternatives.

b. The second meeting will be to review the results of the optimized modeling runs, updated costs, and preliminary BCRs, and preliminary evaluation results (matrix format), and identify the preliminary preferred alternative for discussion with the SAC.

6.7 Prepare for and Conduct Stakeholder Advisory Committee Workshop #3 (covered by Task 1) to review the preliminary evaluation results, review modeling results and potential mapping changes associated with the preliminary preferred alternative, and refine & finalize the preferred flood mitigation alternative.

6.8 Prepare an updated preferred alternative planning level cost estimate as needed.

6.9 Update the BCA for the preferred alternative as needed and, building on the *Flood Mitigation Alternatives Memo* from Task 5, prepare a *BCA & Alternative Assessment and Selection Memorandum* that describes the alternative evaluation process, the final preferred alternative, the preferred alternative cost, the BCA process, and the preferred alternative BCR. Perform internal QC review and submit the memo to the City.

6.10 Prepare a proposed condition effective HEC-RAS model and annotated FIRMs covering the study area.

6.11 Prepare GIS maps of updated City drainage basins flowing to the study area showing detention facilities and related existing versus proposed operational information.

6.12 Prepare for and conduct project Open House #2 (Covered by Task 1) to review the alternatives examined and results of the alternative evaluation process; present the preferred mitigation alternative, and review modeling results and potential mapping changes.

6.13 Prepare a draft *H&H Study Memorandum*. The memo will describe the preferred flood hazard mitigation alternative, itemize pre and post-flood elevations at all FEMA cross-sections, and show annotated FIRM maps illustrating the projected changes to the location and extent of the floodway and 100 and 500-year floodplain boundaries. The memo will refer to and integrate material from Task 3 and Task 4 as needed. Perform internal QC review and submit the *H&H Study Memorandum* to the City for review.

6.14 Review and address comments from the City

6.15 Prepare the final *H&H Study Memorandum*

Task 6 Products:

- *BCA & Alternative Assessment and Selection Memorandum.*
- *Draft and final H&H Study Memorandum.*
- *Proposed effective model and annotated FIRMs.*
- *Updated drainage basins and detention facility data in GIS.*

Task 6 Assumptions:

- *Preparations for and conducting Stakeholder Workshop #3 and Open House #2 are covered by Task 1.*
- *BCA & Alternative Assessment and Selection Memorandum is prepared as a final product.*
- *One city review cycle on the H&H Study Memorandum.*

Task 7 - Preferred Alternative Preliminary Design and CLOMR Documentation

The Aspect Team will:

7.1 Coordinate with the City and FEMA (covered by Task 1) to obtain FEMA's review of, and concurrence with, the preferred alternative.

7.2 Upon FEMA concurrence:

   a. Prepare a preliminary (30%) design and construction plans for the preferred alternative. including estimated construction staging areas and other project details necessary to support Environmental Planning and Historic Preservation (EHP) review. The preliminary plans will generally be plan-view representation of project components in GIS with some preliminary details and enough information to roughly estimate quantities and costs.

   b. Identify, describe, and map estimated necessary property or easement acquisitions related to the preferred alternative.

   c. Prepare a final design and construction project budget for the preferred alternative.

d. Complete internal QC review and provide the preliminary plans, easement/property acquisition needs, and cost estimate to the City.

7.3 Prepare a brief project *Storm Water Management and Treatment Plan* per applicable state and federal standards. The *Storm Water Management and Treatment Plan* will document the stormwater detention analysis conducted during the Project along with recommend detention facility retrofits and/or enhanced detention standards for the study area. The memo will discuss the detention (or retention) and treatment standards in the City's NPDES II Municipal Stormwater Permit and provide related compliance recommendations. Perform internal QC review and submit the *Storm Water Management and Treatment Plan* to the City.

7.4 If needed, prepare an updated effective HEC-RAS model based upon the preliminary design work. This will include an updated annotated FIRM showing revised 500, 100 and floodway boundaries water surface elevations at all cross-sections.

7.5 Prepare necessary supporting documentation and CLOMR application materials for the FEMA-approved selected alternative.

Task 7 Products:

- *Preliminary design, easement/acquisition needs, and cost estimate.*
- *Storm Water Management and Treatment Plan.*
- *Final effective HEC-RAS model files and annotated FIRM documents.*
- *CLOMR application package.*

Task 7 Assumptions:

- *Since the number and type of flood mitigation facilities being preliminarily designed is unknown, it is assumed that the preliminary design effort (items 7.2 a-d) will proceed on a flexible time and materials basis not to exceed $33,400 without City approval. It is uncertain if this will be enough to cover all components needing design.*
- *No City review cycle on the preliminary design products.*
- *Storm Water Management and Treatment Plan is prepared as a final product.*
- *Only minor edits to the HEC-RAS hydraulic model and related products.*
- *Final effective HEC-RAS model files, annotated FIRM documents, and CLOMR application package are prepared as final products.*
- *No Endangered Species Act compliance work or documentation is needed.*

Task Budget Summary

Task #	**Task Title**	**Labor**	**ODC**	**Subs**	**Total**
1	Project Management	$61,222			$61,222
2	Surveying and Data Collection	$19,698	$309	$29,194	$49,201
3	Hydrologic Analysis	$8,440		$8,661	$17,101
4	Flooding Analysis and Characteristics	$11,051		$23,422	$34,473
5	Develop Conceptual Flood Hazard Mitigation Alts	$31,367			$31,367
6	Alternative Analysis and Evaluation	$51,488		$41,381	$92,869
7	Preferred Alt Prelim Design & CLOMR Docs	$47,732		$8,035	$55,767
	Total Project Budget	**$230,998**	**$309**	**$110,693**	**$342,000**

Schedule

Project will occur over approximately 14 months. Aspect will prepare a detailed schedule upon request.

CITY COUNCIL STAFF REPORT

DATE: Monday, August 24, 2020

RESPONSIBLE STAFF	REVIEWED BY
Nate Suhr, Senior Engineering Technician, Alisa Anderson, Grants Manager	

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Community Development Block Grant Application (ACTION ITEM) - Alisa Anderson, Nate Suhr

DESCRIPTION

The City's Capital Improvement Plan (CIP) encourages combining future projects that share common goals to allow for the greatest efficiency and to maximize funding opportunities. These combined projects are excellent candidates for grant funding and if successful, grant funding can be leveraged to complement local funding and allow projects to be constructed ahead of schedule.

After analyzing the Parks Department Capital Improvement Plan, staff identified four separate projects at both Mountain View and Indian Hills Parks that align well with the goals of the Idaho Community Development Block Grant (ICDBG) program to enhance ADA access to these public park facilities. Staff will present the proposed park improvements and grant application for the Council's consideration

These projects include the construction of an access path and bathroom retrofit at Mountain View Park and the installation of an accessible bathroom and construction of an ADA compliant parking space at Indian Hills Park. The The preliminary cost estimate for the four projects is approximately $275,000 and the maximum grant request for this program is $225,000 resulting in a match requirement of approximately $50,000.

The Community Development Block Grant applications are due the third Monday in September (9/21/2020) and funds are awarded based on several factors including percentage of local match, overall need, impact of the project, and readiness to proceed.

STAFF RECOMMENDATION

Recommend approval of the Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Community Development Block Grant application for the Mountain View Park and Indian Hills Park ADA Access Projects; or provide staff further direction.

FISCAL IMPACT

The total project cost is anticipated to be approximately $275,000 and the Idaho Community Development Block Grant request will be for $225,000. The additional $50,000 will be paid from Parks Department capital accumulations.

PERSONNEL IMPACT

This project will be designed and inspected by City of Moscow Engineering Division personnel. The grant will be administered by the City of Moscow Grants Manager.

ATTACHMENTS

None

COMMITTEE STAFF REPORT

DATE: Monday, August 24, 2020

RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations, Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Solid Waste Franchise Agreement Amendment (ACTION ITEM) - Tim Davis / Tyler Palmer

DESCRIPTION

There are four areas within the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc. (LSI), being proposed to be amended. LSI has requested financial relief from the City for revenue losses experienced from the operations of the Moscow Recycling Center and additional compensation for necessary extra garbage and recycling routes, resulting from the decision by City Council, in 2016, not to eliminate residential alley collection of solid waste and recycling, proposed at that time. The proposal removes tires and household hazardous waste disposal costs from the current miscellaneous rate. These items would be compensated, as they were prior to 2013, an as a direct reimbursement to LSI for actual costs. The City will also relieve LSI of the majority of the recycling education duties and shift the education role in-house for efficiency and cost savings.

LSI/MR is compensated for the operation of the Moscow Recycling Center by two methods. First, they receive a processing fee, from the City based on tonnage for baling and processing collected recycled materials. Secondly, they are allowed to retain the revenues from the sale of the recycling materials. Policy changes in China in the past several years have led to major disruption in the recycling market, resulting in historically low recycling revenue. Staff has developed a formula, using an independent marketing index, which engages the City as a partner with LSI/MR regarding the revenues from the sales of recycling materials. It is being proposed that this formula be applied retroactively to fiscal year 2019, resulting in a payment amount of $98,643.84 to LSI/MR for revenue losses in fiscal 2019. This formula and any future payments or revenue sharing, will be calculated at the end of each fiscal year.

In 2016, LSI responded to a Request for Proposal by the City of Moscow to provide single stream recycling services. That response outlined, and based costs on, several proposed changes to collection routing to eliminate alley service for both garbage and recycling collection efficiencies. After notices of these changes were sent to approximately 450 customers, concerns were brought forward and the City Council then decided to continue alley collections. At that time, it was agreed that the extra alley routes would be reviewed by LSI for efficiencies/inefficiencies. LSI has since altered routing twice to maximize efficiencies, but it remains necessary to run extra routes, staff and equipment averaging fourteen hours per week. LSI is requesting additional compensation of $5,121.13 per month for these extra routes.

Cost for these amendments will be covered through the contingency line of the FY2021 Sanitation Fund budget.

STAFF RECOMMENDATION

Approve amendments to the Franchise Agreement

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Resolution Amending the Solid Waste Franchise Agreement Exhibits A, C, D E, and G, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Recycling Center Proposal 2-20 Signed
2. Ex A - Amendment 2020 (Draft)
3. Ex C - Amendment 2020 (Draft)
4. Ex D - Amendment 2020 (Draft)
5. Ex E - Amendment 2020 (Draft)
6. Exhibit G FY21 proposed Amendment

CITY OF MOSCOW IDAHO
1887
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

February 25, 2020

Brandon Johnson
Latah Sanitation, Inc.
P.O. Box 8036
Moscow, ID 83843

RE: Moscow Recycling Center Financial Relief

Dear Brandon:

The City of Moscow granted Latah Sanitation, Inc. (LSI) a non-exclusive franchise to operate a solid waste collection and disposal system for an initial term of ten (10) years beginning on October 1, 1993 and ending September 30, 2003. Under the agreement, the franchise was renewable at the City's sole discretion for two (2) successive terms of ten (10) years.

On November 16, 1998, the City of Moscow granted a non-exclusive franchise to LSI for curbside collection of recyclable materials with an initial term of three (3) years. The agreement was renewable at the City's sole discretion for one (1) consecutive term of two (2) years and then provided for four (4) consecutive terms of five (5) years each. The agreement also provided that the City, in its sole discretion, after the first three (3) year term and the renewable two (2) year term, had the authority to incorporate the curbside recycling agreement into the franchise agreement with LSI, which the City did by ordinance in 2003.

In 2003, the City of Moscow also exercised its authority to renew the non-exclusive franchise agreement with LSI for the operation of solid waste collection and disposal system for a term of ten (10) years beginning October 1, 2003 and ending September 30, 2013. This agreement provided for one (1) renewable ten (10) year term at the City's sole discretion.

On April 15, 2013, the Moscow City Council amended Moscow City Code Title 9, Chapter 9, to include provisions for the use of roll carts for solid waste collections. This new collection system and other revisions to the franchise agreement were negotiated between the City of Moscow and LSI for over two (2) years before an agreement was reached. During these negotiations, the entire franchise agreement was reviewed and scrutinized by both parties. The City Council approved the extension of and amendment to the 2003 solid waste franchise agreement with LSI. The term of this renewal provided that the non-exclusive franchise agreement be renewable at the unqualified discretion of the City for one (1) successive term of ten (10) years.

On April 6, 2015, the City Council approved the proposal from LSI for the single stream recycling program. The City also granted an extension to the franchise agreement ending September 30, 2035. This extension was due, in part, to allow the franchisee an extended period of time to recover losses suffered from the franchisee ordering the wrong colored carts for the new program. The City also assisted with the cost to purchase the second order of carts, which the franchisee is paying back to the City over a five-year period.

The point being made in mentioning this historic information, is the fact that the franchise agreement has served both parties well for the past twenty-seven (27) years and has undergone many amendments and extensions over the years as well. Most amendments were made due to changes or additions to City programs. Each amendment also required many negotiations and revisions applied to the agreement along the way and allowed both parties to thoroughly review and scrutinize the entire franchise agreement. Each amendment and change of programs required both parties to perform their own due diligence and required many hours of work from both the City and LSI.

LSI has recently requested financial relief from the City for revenue losses from the operation of Moscow Recycling Center. While none of the new City programs incorporated into the franchise agreement over the years have significantly affected the cost of operations at Moscow Recycling, there has most certainly been a negative affect on recycling commodity prices since the China regulations were implemented in 2017. The City of Moscow recognizes that all domestic U.S. recycling commodity prices have been severely affected by the China regulations and LSI is not alone in realizing diminished returns on the sales of recycling commodities for the past year or so.

While the City of Moscow is not contractually obligated in any manner to grant LSI any financial relief for the operations of the Moscow Recycling Center, staff understands the revenue losses that LSI has sustained over the past year resulting from the downturn in recycling commodity pricing. For that reason, staff has developed a proposal that engages the City as a partner with LSI, regarding revenues received from the sale of recycling commodities.

This proposal addresses the volatility of the recycling commodity markets by sharing in the risks, as well as the rewards, of recycling commodity sales and revenues between the City and LSI. The proposal uses data acquired from the Secondary Materials and Fiber Pricing Post-Consumer Materials Index http://www.recyclingmarkets.net/secondaryfiber/index. Using this index, the most recent fiscal ten (10) year average commodity pricing for cardboard, mixed paper, single stream, newsprint, aluminum, tin, HDPE, Pet and mixed plastic is established. (The most recent material characterization, on record from the Material Recovery Facility (MRF) will be used to calculate the percentage of each commodity that makes up the single stream mix). In turn, the most recent fiscal year average commodity pricing is established for the same recyclable commodities. The proposal compares the current fiscal year average commodity pricing with the ten (10) year average commodity pricing. When the current fiscal year average commodity pricing falls below the ten (10) year average commodity pricing, the City will compensate LSI for fifty (50%) percent of the reduction in revenue. Conversely, when the current fiscal year average commodity pricing exceeds the ten (10) year average commodity pricing, LSI will compensate the City fifty (50%) percent of the gain in revenue. City staff will recommend that this formula be applied retroactively back to fiscal year 2019 or from October 1, 2018. This would result in a payment from the City of Moscow to LSI in the amount of $98,643.84. This formula and any future payments would be recalculated at the end of each fiscal year.

Further, this proposal will give the City of Moscow the final determination and approval of the MRF used to process Moscow single stream materials. The City will also take over the public education role of the franchise agreement. The City now has environmental education staff on board and has the ability and experience to conduct its public information effort in-house more effectively and control those costs. LSI will be relieved of educational roles of the franchise agreement with the exception of contamination notices for curbside recycling collection.

This proposal provides an equitable risk/reward partnership between the City of Moscow and LSI while keeping both parties engaged, committed, and cooperating to provide the best possible sanitation services to the Moscow Community. If you would like to discuss this proposal in more detail, please contact me directly.

Best Regards

Tim Davis

Tim Davis
City of Moscow
Sanitation Manager

c. Gary Riedner, City Supervisor
Tyler Palmer, Deputy City Supervisor, Public Works and Services

RESOLUTION NO. 2020 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE SOLID WASTE FRANCHISE AGREEMENT EXHIBITS A, C, D, E and G TO BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, on July 26, 1993 Moscow City Council adopted Ordinance No. 93–17 establishing a solid waste collection and disposal system for City; and

WHEREAS, Pursuant to Ordinance No. 93–31, the City granted to Latah Sanitation, Inc. (LSI) a non-exclusive franchise to operate a solid waste and disposal system for an initial term of ten (10) years beginning on October 1, 1993 and ending September 30, 2003. Under the terms of the agreement, the franchise is renewable at the City's sole discretion for two (2) successive terms of ten (10) years; and

WHEREAS, on November 16, 1998, Moscow City Council approved Ordinance No. 98–39 granting a non-exclusive franchise to LSI for curbside collection of recyclable materials with an initial term of three (3) years. The agreement was renewable for one (1) consecutive term of two (2) years and then provided for four (4) consecutive terms of five (5) years each. The Ordinance also provided in the agreement for the City, in its sole discretion, after the first three (3) years and the renewable two (2) year term, City had the authority to incorporate the curbside recycling agreement into the solid waste franchise agreement with LSI; and

WHEREAS, on August 4, 2003, City Council passed Ordinance No. 2003–20 where the City granted a non-exclusive franchise to LSI for the operation of a solid waste collection and disposal system for a term of ten (10) years beginning October 1, 2003 and ending September 30, 2013. The agreement provided for one (1) renewable ten (10) year term; and

WHEREAS, on September 26, 2003, Moscow City Council adopted Resolution 2003–07, pursuant to Idaho Code Section 50–344 which authorizes the City to maintain and operate a solid waste system, where City Council made written findings, it being necessary for public health, safety and welfare of the citizens of the City, for the City to enter into a non-exclusive franchise agreement for solid waste; and

WHEREAS, on September 26, 2003, City entered into a non-exclusive solid waste franchise agreement with LSI for solid waste management and in said agreement, the City exercised its discretion provided for in the 1998 non-exclusive franchise agreement with LSI for curbside collection of recyclables and incorporated the curbside recycling agreement into the solid waste franchise agreement; and

WHEREAS, on April 6, 2015, City Council approved the proposal from LSI for single stream recycling program which includes new roll carts to be used in the new curbside single stream recycling program which will replace the recycling bins citizens use and place at the curb for pickup; and

WHEREAS, on April 15, 2013, City Council approved Ordinance No. 2013–07 amending Moscow City Code Title 9, Chapter 9 to include provisions for the new roll carts to be used in solid waste collections; and

WHEREAS, on April 15, 2013, City Council approved the EXTENSION OF AND AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT with LSI. The term and renewal provided that the non-exclusive franchise be renewable at the unqualified discretion of the City for one (1) successive term of ten (10) years; and

WHEREAS, on December 7, 2015, City Council approved Ordinance 2015-18, amending Exhibit D of the Solid Waste Franchise Agreement to 2003 Solid Waste Franchise Agreement related to the term, specifically that the Non-Exclusive Franchise shall expire on September 30, 2035; and

WHEREAS, City wishes to continue to encourage recycling by its citizens; and

WHEREAS, City recognizes that recycling policy changes in China have disrupted recycling commodity markets worldwide; and

WHEREAS, City recognizes that tire and household hazardous waste disposal costs are not being entirely covered by the current miscellaneous rate; and

WHEREAS, City agreed to reevaluate the costs of necessary alley collection routes for waste and recycling collection; and

WHEREAS, City wishes to perform public recycling education in-house, and

WHEREAS, City Council finds it necessary to amend Exhibits A, C, D, E and G of the Second Extension of And Extension To 2003 Solid Waste Franchise Agreement; and

WHEREAS, City Council finds that such modifications are appropriate and desirable to ensure the continuation of an efficient solid waste and recycling collection system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow that the Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement Exhibits A, C, D, E and G are amended as per the attached.

SEVERABILITY. Provisions of this Resolution and said amendments to the 2003 Solid Waste Franchise Agreement Exhibits A, C, D, E and G shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

EXHIBIT 'A'

GENERAL SPECIFICATIONS

1.0 SCOPE OF WORK

The work required under the Franchise shall consist of the terms and conditions contained in the Franchise Documents and Exhibits thereto and the Solid Waste Ordinance, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Franchise Documents and the Solid Waste Ordinance.

The scope of work shall not include collection services which are not specifically set forth in the franchise documents.

2.0 HOLIDAYS

The following shall be holidays for purposes of this Franchise Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Franchisee may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Franchisee of its obligation to provide collection service at least once per week.

3.0 COMPLAINTS

All formal complaints regarding performance shall be made through the City to the Franchisee. The Franchisee will be given a reasonable period of time in writing to respond to such formal complaints. Failure of the Franchisee to respond to formal complaints or to take action to remedy the condition creating the complaint shall be deemed to be a breach of this Franchise and shall be grounds for revocation of the Franchise. Complaints made directly to the Franchisee shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within one working day after the Franchisee is notified of the complaint. A log of all such complaints shall be filed with the City monthly.

4.0 OFFICE

The Franchisee shall maintain an office at 3299 Hwy. 8 East or at another location approved by the City. A responsible person shall be in charge of the office from

8:00 a.m. to 4:30 p.m. Monday through Friday to answer the telephone and receive inquiries, except holidays.

5.0 HAULING

All solid waste collected by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

6.0 DISPOSAL

The Franchisee shall be responsible for the processing of solid waste and disposal of inert/demolition waste after said wastes are delivered to the designated disposal site. The City, and not the Franchisee shall be responsible for the hauling of Transport Waste (as defined by the Franchise Documents) to the Ultimate Disposal Site and disposal at the Ultimate Disposal Site and the costs thereof. The City and not the Franchisee shall be responsible for the selection of the Ultimate Disposal Site.

7.0 PUBLIC COMMUNICATIONS~~NOTIFICATION~~

The Franchisee shall make a reasonable effort to ~~explain to the public~~~~notify all producers about~~communicate the following to the public: complaint procedures, ~~rates, fees,~~ regulations, day(s) for scheduled solid waste and recycling collection, roll carts, ~~and~~ changes in the operation of the system, and any other rel~~e~~avent questions~~, when contacted directly by the public~~. ~~through press releases, publication of pamphlets, and through one annual mailing per year.~~

8.0 POINT OF CONTACT

All notices between the Franchisee and the City shall be directed by the Franchisee to the Director, P.O. Box 9203, Moscow, Idaho, 83843; and by the City to President, Latah Sanitation, Inc., P.O. Box 8036, Moscow, Idaho, 83843.

9.0 SALVAGE RIGHTS

The City shall have the full and exclusive right to all salvageable materials collected in connection with the collection of solid waste pursuant to this Agreement, and shall have the sole right to any and all funds received from the sale of said salvageable materials. Salvaging or scavenging by the Franchisee, or any of its employees, is prohibited, unless written consent of the Director is obtained, or as provided in the Franchise Documents.

10.0 RESOURCE RECOVERY

The Franchisee agrees to keep the Director advised as to any current developments in recycling programs, and to participate in such recycling programs when directed by the City, in conformance with Exhibit D and Exhibit E. The Franchisee agrees to cooperate on any reasonable basis with local civic organizations who desire to participate in a recycling program.

11.0 COMPLIANCE WITH LAWS

The Franchisee and the City shall conduct operations under this non-exclusive Franchise Agreement in compliance with all applicable laws; provided, however, the Franchise Documents shall govern the obligations of the Franchisee where there is conflict with a general ordinance of the City on the subject.

12.0 NONDISCRIMINATION

The Franchisee shall not discriminate against any person because of physical disability, race, sex, age, creed, color, religion, or national origin.

13.0 INDEMNITY

The Franchisee will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Franchise arising out of a willful or negligent act or omission of the Franchisee, its officers, agents and employees; provided however, that the Franchisee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

14.0 LICENSES AND TAXES

The Franchisee shall obtain all necessary licenses and permits and promptly pay all required lawful taxes and fees required by the City or other governmental entity.

15.0 INSURANCE

The Franchisee shall at all times during the Franchise term maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. All insurance shall be by insurers acceptable to the City and for policy limits mandated below. Before commencement of work hereunder the Franchisee agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

> "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Franchise Agreement, the Franchisee shall carry the following types of insurance in at least the limits specified below:

Coverages	Required Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$2,000,000
Bodily Injury Liability (Except Automobile)	$2,000,000 each occurrence $2,000,000 aggregate
Property Damage Liability (Except Automobile)	$500,000 each occurrence $500,000 aggregate
Automobile Bodily Injury Liability	$2,000,000 each person $2,000,000 each occurrence

As an alternative to the above, Franchisee may, with the express written permission of the City, insure the above public liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of two hundred fifty thousand dollars ($250,000) with the result that the Franchisee is its own insurer to that extent.

16.0 PERFORMANCE BONDS

The Franchisee shall furnish security for the faithful performance of the Franchise Agreement for the fiscal year 2013 and for each subsequent year thereafter. Such security shall cover all solid waste collection system services in Latah County and shall be in an amount of Two Hundred Thousand Dollars ($200,000). Said security shall be furnished on return of the executed Franchise Agreement to the City and shall indemnify the City against any loss resulting from any failure of performance by the Franchisee, not exceeding, however, the total sum of the bond. It shall guarantee payment of wages to all employees and the cost of all supplies, materials, and insurance premiums required to fulfill this Franchise Agreement. It is agreed and understood that the surety's obligation is for the fiscal year set forth in the bond and that such obligation does not extend beyond the year so stated.

17.0 INTERRUPTION OF SERVICE

17.1 **Definitions:**
For the purposes of this paragraph the following definitions shall apply:

(1) "Interruption of service" shall mean:

(a) Any time period during which solid waste collection services by the Franchisee are interrupted by a labor dispute or other action that results in scheduled collections being discontinued or substantially reduced for a period of seventy two (72) hours; or,

(b) Any time period after notice by the City of the termination of the Franchise by reason of breach or default by the Franchisee and until other suitable equipment can reasonably be purchased or otherwise acquired by the City for such purpose, or until such time as other arrangements can be made by the City for other collection and transport to the City-designated disposal site services.

(2) "Equipment" shall mean any and all vehicles and equipment used by the Franchisee for the purpose of performing the services provided for in the Franchise at any time within ninety (90) days immediately prior to the commencement of the interruption of service.

(3) "Payment for use" shall have the following meaning:

(a) In the case of a piece of equipment subject to a contract, "payment for use" shall mean any installment payment coming due under a contract for such piece of equipment while the City is possessing and using such piece of equipment pursuant to this paragraph during an interruption of service. Payment for use shall not be deemed to include any payment coming due under such contract either prior to, or after the expiration of, such period. Payment for use shall be made by the City, from time to time, directly to the person or company to whom the payment is owed under the contract, and the making of such payment or payments shall constitute full compensation to all persons for the City's temporary use of such piece of equipment.

(b) In the case of a piece of equipment not subject to a contract, "payment for use" shall mean the reasonable rental value of such piece of equipment for such period of time during which the City possesses said equipment during interruption of service. Such payment shall, at the expiration of the term of the interruption of such service, be applied against any sums then owed to the City by the Franchisee, or, if none, it shall be paid by the City to the Franchisee.

(4) "Contract" shall mean any conditional sales contract, mortgage, encumbrance, lease, rental agreement or other agreement which provides for retention of title to said equipment or other agreement which provides for retention of title to said equipment or grants a security interest therein, that may exist at the commencement of the interruption of service with regard to a piece of equipment.

(5) "Notice" shall mean written notification actually received by the person to be notified or mailed to him by registered or certified mail at the most recent address furnished by him to the Director of the City of Moscow. As to the holder of a contract, the City shall be required to give notice only if the holder's identity is known to the City and the holder has furnished his address to said Director.

17.2 Temporary Possession

In the event of an interruption of service, the City shall be entitled to have the temporary possession of the equipment used by Franchisee to provide the City's collection and transport to the City-designated disposal site services, on the condition that; the City shall, from time to time, make the payment for use as provided in subparagraph (3) above. Upon taking such temporary possession, City shall forthwith give notice thereof to the Franchisee and to the then holder of a contract on such equipment, if any. Such temporary use shall not be deemed to be a breach of the terms of any contract regarding said equipment, but it shall otherwise be subject to the terms of such contract which are not in conflict herewith, except that the City shall not be required to make any payment other than the payment for use prescribed in said subparagraph (3). The making by the City of the payment for use prescribed in subparagraph (3) hereof shall be deemed to be compensation only for the temporary use of such equipment and the City shall not thereby acquire any ownership interest in such equipment.

17.3 Payments During Interruption of Service

During an interruption of services, so long as the City continues to make the payment for use of a piece of equipment when due, or within ten (10) days thereafter, such equipment may be retained by the City and may not be repossessed from the City. In the event the City fails to make a payment for use when due, or within ten (10) days thereafter, the City's right to continued temporary use of such piece of equipment shall cease, and possession of such equipment may be retaken by the Franchisee or by the holder of any lien thereon.

17.4 **Expiration of Possession/Written Notice**

At the expiration of the City's temporary possession of such equipment the City shall give written notice of such expiration to the Franchisee and to the then holder of a contract on such equipment on which the City has made payments, if any. In the event the Franchisee shall fail to take possession of such equipment within thirty (30) days after such notice, the Franchisee shall be deemed to have abandoned such equipment and waived all interest therein, and the City shall be free to use and dispose of such equipment without liability or compensation to the Franchisee, subject to the terms of any contract that may then exist with regard to such equipment.

17.5 **Suspension of Payments to Franchisee**

In the event of interruption of service, all payments to Franchisee shall be suspended. All costs associated with providing service during an interruption of services shall be borne by the Franchisee who shall relinquish all receipts from collection service during the period of interruption of service to the City together with such additional funds as are necessary to satisfy the obligation.

17.6 **Right to Contract With Others**

The City shall also have the right to contract with another organization to provide service in the event of an interruption of service by the Franchisee.

18.0 BASIS AND METHOD OF PAYMENT

18.1 **Fees**

Fees as set forth in Exhibit G for each type of service shall include all costs, fees and other expenses of Franchisee associated with delivering that service, except for those costs:

a. Associated with tipping fees at the designated disposal site, if any are charged to Franchisee.

b. Associated with providing recycling services pursuant to the Moscow Recycling Center Operations Agreement (Exhibit E – Specifications for Recycling Center).

c. Associated with transport and ultimate disposal of Transport Waste subsequent to delivery of such solid waste to the designated disposal site and processing thereof by Franchisee.

18.2 **Modification to Fees**

a. The fees which may be charged by the Franchisee as approved by the City for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index, as published by the United States, Bureau of Labor Statistics, Index Series I.D. CWU0000SA0 Urban Wage Earners and Clerical Workers, U.S. All items, 1982-84=100. The statistics utilized shall be for a one year period and shall be the end adjusted figures for the Annual change for the calendar year, as published in January of each year. The fee modification date shall be October 1 of each year.

Every year the fees shall be increased or decreased for the coming year in a percentage amount equal to one hundred percent (100%) of the net percentage of change of the Consumer Price Index for the prior one year period.

b. The City has discretion to adjust Franchise fees in the following manner. The Franchisee may petition the City at any time for additional fee adjustments on the basis of unusual changes in its cost of operations such as, but not limited to, revised Federal and State of Idaho laws affecting this Franchise which require mandatory compliance by Franchisee resulting in increased operating costs to Franchisee (as proven by full documentation of such increased operating costs as requested by the Director) or radical changes in the quantities or volumes, through no fault of the Franchisee, as set out in these documents. All such requests shall be fully developed setting forth the changes requested, existing costs, summary of estimated change in costs and the amount of fee change requested. The City shall respond to such requests within thirty (30) days.

c. The City has discretion to implement a fee adjustment in the following manner. The City shall notify the Franchisee of the nature and extent of changes in either the level or nature of the service, such as an increase or decrease volume of service or a revised method of collection. The notice shall include a request by the City for the type or nature of documentation, analysis or audit it will require of Franchisee in developing Franchisee's supporting data for the increase or decrease in costs. Within thirty (30) days following receipt of such a request unless some other time period is mutually agreed by the parties, the Franchisee shall fully develop the total increase or decrease in cost supported by an analysis of existing costs and such other supporting documentation (including an audit of costs and expenses specifically related to the change in service) and shall submit the same to the City for consideration. The City shall pay the reasonable and necessary expenses incurred, in excess of normal operating expense, by Franchisee in obtaining such documentation, analysis or audits where the adjustment is not implemented. If the adjustment is implemented, the new fee shall be adequate to reimburse Franchisee for the (aforementioned) expenses incurred by Franchisee of the documentation, analysis and/or audits required by the City. The City shall either notify the Franchisee to implement the change setting forth the method of compensation, whether it is an addition or reduction with respect to existing fees, or withdraw the request.

d. Arbitration of Disputes. In the event that the Franchisee and the City cannot agree upon the compensation for the work to be performed in a good and workmanlike manner to be charged pursuant to sections 18.2a, 18.2b, or 18.2c, the parties agree that such a dispute shall be subject to binding arbitration pursuant to the rules of the Uniform Arbitration Act. The parties shall mutually select a disinterested, non-local arbitrator. The decision of the arbitrator shall be binding on both parties. The non-prevailing party, as determined by the arbitrator, shall pay all costs of the arbitration and the prevailing party shall be awarded its reasonable costs and attorney's fees incurred in participating in such arbitration, which costs and attorney's fees shall be limited to ten thousand dollars ($10,000).

e. The fee adjustments contemplated in sections 18.2a and 18.2b and 18.2c shall become effective on the date that the changes in service commence.

f. Should additional services be required in an emergency, above and beyond those contemplated in this Agreement, the Director may order reasonable delivery of services and the City shall pay direct costs of such services plus fifteen percent (15%) for overhead and profit.

18.3 **Services Not Included Under Franchise Agreement**

Certain services are not contemplated under the Franchise Agreement. It is intended that when and if such service is required by the City, that the Franchisee shall provide such service, provided that a reasonable fee is charged for the nature and level of services requested. However, in the event that the Franchisee fails to offer a reasonable fee to the City for providing such service, the City reserves the right to seek and contract for such services from other providers. In such event the procedure for such new services shall be:

a. If the City desires that the new service be provided to the citizens of the City of Moscow, the City shall submit to the Franchisee a request for proposal which shall outline the level and nature of services sought.

b. The Franchisee shall have thirty (30) days within which to provide the City a written response to this request for proposal, which response shall include a detailed account of how the requested services shall be provided and the fee to be charged therefore.

c. The City shall carefully review Franchisee's response and shall accept the proposed fees if the fees are reasonable. However, if the City determines that the Franchisee's fees for providing the new service is unreasonably high, the City may reject such response and solicit responses from other providers including Franchisee, to provide such services.

18.4 **City Shall Bill and Collect**

a. The City shall submit statements for, and collect for services provided by the Franchisee pursuant to the Franchise Agreement, including those accounts that are delinquent.

b. The Franchisee shall provide the City with all changes in service on a monthly basis on forms approved by the Director and Franchisee. The City shall calculate the amount to be billed and bill all residents pursuant to this Franchise Agreement. The Franchisee shall provide the City with information on starts, stops and other changes in service promptly. The City shall provide to Franchisee billing and collecting information on a monthly basis. The City shall remit all solid waste collection service fees based on the previous months collections to the Franchisee by the 15th of the following month.

c. In the event that the City bills and collects tipping fees, it shall bill and collect such fees from the producers and not from Franchisee.

d. City shall bill, collect and forward any State of Idaho sales taxes owed to the Franchisee by the 10th of the month following collection. Any changes in sales tax during the year shall be reflected in the billing.

18.5 Delinquent and Closed Accounts

The Franchisee shall discontinue solid waste collection service at any residential or business unit for delinquent and closed accounts as set forth in a written notice sent to it by the City. Upon further notification by the City, the Franchisee shall resume solid waste collection on the next regularly scheduled collection day. The City shall indemnify and hold the Franchisee harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Franchisee's discontinuing service at any location at the direction of the City.

19.0 OWNERSHIP

Title to all solid waste except hazardous waste and infectious waste shall pass to the City when placed in Franchisee's collection vehicle, removed by Franchisee from a container, or removed by Franchisee from the producer's premises, whichever last occurs. Title to hazardous waste and infectious waste remains with the producer or generator.

20.0 WAIVER

The failure of the City or Franchisee to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that the City or Franchisee may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions. Making or receiving payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment. Further, this Agreement shall not be construed as a waiver of any rights or defenses that any party may have against the other, or third parties regarding any alleged contamination regarding the current landfill site.

21.0 INDEPENDENT CONTRACTOR

Franchisee and its employees, agents and/or representatives shall have the status of (an) independent contractor(s) and shall not be considered to be (an) employee(s) of the City.

22.0 ADHERENCE TO LAWS

The Franchisee shall at all times comply with and adhere to applicable laws for the operation of the site and shall provide to City:

a. Within five (5) days after the receipt thereof, true, corrected, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any governmental agency; and

b. Prompt written notice describing the occurrence of any event or the existence of any circumstances which does or may result in noncompliance or nonadherence, or of any action or proceeding of any nature alleging the same.

Noncompliance with applicable statutes, rules and regulations by Franchisee shall act as a breach of this Agreement and shall subject Franchisee to liability to the City therefore.

23.0 JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and venue shall be in the District Court of Latah County.

24.0 SEVERABILITY

If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

25.0 BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

/SW112612non

EXHIBIT C

SPECIFICATIONS FOR SOLID WASTE PROCESSING FACILITY (SWPF)

1.0 OPERATIONS

Franchisee agrees to supply the site and improvements thereon, in addition to the equipment and personnel which has been deemed necessary by the City to operate the site in conformance with the Franchise Agreement and this Exhibit C, which shall include, but not be limited to, the following:

A. Franchisee shall provide the site, including the financing and construction of all capital improvements to be made thereon, in conformance with the design and specifications provided by the City; and

B. Franchisee shall conduct the day to day operations of the site, including maintenance of the roads and daily maintenance of the buildings located on the site, in accordance with this agreement and the direction of the City; and

C. Franchisee shall be responsible for the operations of the site, including the on site inspection, sorting, acceptance or rejection of solid waste arriving at the transfer station, in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

D. The City shall establish a program of operating and monitoring procedures for the transfer station reasonably calculated to prevent the loading of unacceptable waste into transport trailers. Transfer station operators shall be instructed and trained to implement and maintain said program.

E. Franchisee shall cause the orderly unloading of solid waste transport vehicles, including those vehicles brought in by the public; and

F. The Franchisee shall load and prepare for transport all solid waste that has been deemed acceptable for transport in accordance with the direction of the City and in conformance with the requirements of the Ultimate Disposal Site, (including the loading of such solid waste in order to obtain maximum legal loads without damaging transport trailers and vehicles excluding normal wear and tear) and all applicable statutes and regulations of all governmental regulatory agencies; and

G. The Franchisee shall cause all acceptable inert/demolition wastes to be placed in the inert/demolition Non-Municipal Solid Waste landfill and Franchisee shall thereafter operate such landfill in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

H. The Franchisee shall cause all acceptable compostable waste to be placed into the composting facility and shall thereafter operate such composting facility in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies.

I. The City shall have the exclusive right to all salvageable materials delivered to said site, and shall have the right to any and all funds received from the sale of said salvageable materials.

The City may, in writing, allow the Franchisee such right to salvage, subject to the City's sole and unqualified discretion. If the City grants such salvage rights to Franchisee, the Franchisee shall hold harmless and indemnify the City for any and all liability resulting from, and for any and all damages of any type or nature, resulting from salvaging or scavenging by the Franchisee, or any of its employees, of such materials. Further, such salvaging or scavenging activities by Franchisee shall in no way serve as a basis for increasing the compensation pursuant to this Agreement.

J. Franchisee shall cause acceptable household hazardous waste, known by Franchisee to be such, to be placed at the household hazardous waste holding facility until transported to an ultimate disposal site. Franchisee shall operate such facility in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all appropriate government regulatory agencies. The cost of transportation and disposal at an ultimate disposal shall be paid by City.

2.0 COMPENSATION

A. **Amount:** The Franchisee shall be entitled to Franchisee's Annual Compensation for such operations per contract year, as provided in Exhibit G, subject to such increases or reductions made in conformance with subsections B and C of this section.

Such Franchisee's Annual Compensation (not including any additional compensation paid in conformance with subsection B of this section) shall be paid to Franchisee in twelve equal installments, to be paid on or before the 5th day of the following month. This sum and any adjustments made in conformance with Section 18.0 of the General Specifications, Exhibit A shall represent full annual compensation for personnel, equipment, improvements and any and all other expenses of operating said site.

B. **Base Annual Tonnage:** Franchisee's Annual Compensation is based upon a base annual tonnage of acceptable solid waste received at said site, as provided in Exhibit G. City and Franchisee specifically agree that no clean fill dirt accepted by Franchisee for processing at the SWPF/Non-MSW landfill pursuant to this Exhibit C shall be used or considered when calculating the Annual Tonnage Reimbursement in Section 7.2 of Exhibit G of the Franchise Agreement.

City and Franchisee specifically agree that no biosolids accepted from City by Franchisee for processing at the WBCF pursuant to Exhibit J shall be used or considered when calculating the Annual Tonnage Reimbursement in Section 7.2 of Exhibit G of the Franchise Agreement.

1. If the actual annual tonnage of acceptable solid waste received at the SWPF/Non-MSW landfill, based upon accurate scale receipts, exceeds the base annual tonnage of thirty two thousand two hundred (32,200) tons in a given contract year, then Franchisee shall be entitled to additional compensation at the adjusted rate per additional ton received over the base annual tonnage, as provided in Exhibit G. If the actual annual tonnage received is less than the base annual tonnage, then the Franchisee shall be entitled to no additional compensation. The adjusted rate per ton shall be calculated as follows:

   Annual Solid Waste Processing Facility Operational Reimbursement ÷ Base Annual Tonnage (32,200 tons) = Adjusted Rate Per Ton

2. If the actual annual tonnage of acceptable solid waste received at said site, based upon accurate scale receipts, is less than SEVENTY-FIVE PERCENT (75%) of the base annual tonnage, as provided in Exhibit G, Franchisee's Annual Compensation shall be reduced at the adjusted per ton rate for each reduced ton received less than seventy five percent (75%) of the base annual tonnage.

C. **Miscellaneous Costs**: In addition to that compensation paid Franchisee pursuant to this Exhibit C, subsections A and B, Franchisee shall receive compensation, as provided in Exhibit G, for the following miscellaneous costs:

1. All utilities associated with the operation of the SWPF, including road maintenance; and
2. Building maintenance costs; and

3. Land use payments; and

4. Chlorofluorocarbon (CFC) removal; and

5. Appliance door removal; and

~~6. Household Hazardous Waste Facility operation and disposal costs; and~~

6~~7~~. Asbestos disposal; and

7~~8~~. Transfer Station and equipment maintenance and repairs; and

8~~9~~. Non-MSW disposal; and

~~10. Tires; and~~

9~~11~~. Roto-screening of compost.

10~~2~~. The City shall develop a plan for the minimum level of closure of the inert/demolition (non-municipal solid waste) landfill and composting area. The closure plan shall further contain detailed cost estimates of closure costs, including labor costs, material costs and other costs associated with and relating to minimum closure requirements for the inert/demolition (non-municipal solid waste) landfill and composting area.

a. The City shall be responsible for the costs of the minimum closure requirements required by state and/or federal statute or regulations. Minimum closure shall further be defined as the smallest land area affected by such closure statutes and/or regulations as are required by state and/or federal regulators.

b. The City's responsibility for the costs of the minimum closure requirements identified in section 2.C.10~~2~~.a above, shall include the purchase of soil for cover or final closure, limited to the amount of soil necessary for cover or final closure which is in excess of the amount of soil excavated from the inert/demolition (non-municipal solid waste) landfill site and the composting area.

Franchisee shall be required to maintain and keep the entire SWPF, including roadways, buildings, equipment and facilities in safe, good and serviceable condition. Director may provide for inspections by assistants or inspectors under his/her direction, as a condition of miscellaneous costs compensation. If the Director determines that such miscellaneous services are being performed inadequately, or are otherwise unsafe or not in a good and serviceable condition, Director shall have the discretion to withhold portions of the miscellaneous compensation, until such time inadequate services are corrected.

All costs associated with maintenance, repairs and replacement at SWPF, transfer station and equipment shall become the sole legal and financial responsibility and asset of Franchisee. If, at no fault of Franchisee or primarily caused by an act of God, the SWPF becomes inoperable or destroyed, Franchisee may petition City to participate financially in reconstruction of the SWPF.

D. **Direct Reimbursement Costs:** Franchisee shall submit to the City~~,~~ copies of actual paid invoices for Tire and HHW disposal with monthly billing. City shall reimburse the Franchisee for the amounts of these paid invoices for the disposal of Tires and HHW.

3.0 RECORD KEEPING AND ACCOUNTING

Franchisee shall be responsible for all record keeping of said site, including, but not limited to, weights of acceptable solid waste received, vehicles transporting acceptable solid waste to said site, type of load entering and leaving such site (i.e. compostable materials, demolition waste, transport waste, etc.) such record keeping shall be on forms provided by City. Franchisee shall be responsible to the City for the collection and faithful accounting of moneys collected at said site.

4.0 POLICIES/PROCEDURES/CHANGES IN SERVICE

All decisions as to the method, nature and extent of services provided, including but not limited to the operation of said site, hours of operation, days of operation, type of solid waste to be accepted by Franchisee at the site, from whom such solid waste shall be accepted, the amount of tipping fees or other fees to be charged at said site, etc., shall be the exclusive right and responsibility of the City. It is expressly understood and agreed that all acceptable solid waste produced within Latah County shall be accepted at said site, provided that fees associated with such acceptance, as set by the City, including but not limited to tipping fees, are paid. It is further agreed that the City has the right to accept solid waste at the site from outside Latah County, at the City's discretion. Franchisee shall provide input and suggestions to the City regarding the mode of operation of said site, but otherwise Franchisee shall have no authority regarding said operation. The City shall further provide such policies and procedures to Franchisee in written form.

A. The hours of operation of the site, upon which the Franchisee's Annual Compensation is based, in part, shall be as follows: eight (8) hours per day, or any yearly average thereof, excluding Sundays and holidays.

B. Tipping fees, either collected at the site by Franchisee, or otherwise, shall be paid over to the City in conformance with this Exhibit C.

5.0 EMPLOYEES AND EQUIPMENT

Franchisee shall be obligated to provide safe and operable equipment in the discharge of its duties pursuant to this Franchise. Franchisee and its employees shall discharge their duties in a competent and professional manner with due respect to the public. Franchisee shall employ no intemperate or incompetent employees in its discharge of its duties pursuant to this Franchise.

6.0 INDEMNIFICATION

A. The City shall hold Franchisee harmless and indemnify Franchisee for any liability or damages resulting from the intentional act, negligence, omission of the City, its employees, agents, representatives and/or subcontractors pursuant to this Exhibit C. In addition, the City shall hold harmless the Franchisee for policies and/or practices dictated to Franchisee by the City in the operation of said site including, but not limited to policies and/or practices that result in the death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Such agreement shall not, however, act to reduce Franchisee's liability and responsibility for damages for the intentional act, negligence or omission of Franchisee or its employees, agents and/or representatives in carrying out such policies and/or practices.

B. The Franchisee shall hold harmless and indemnify the City for any liability and/or damages of any kind resulting from the intentional act, negligence or omission of Franchisee or its employees, agents or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency.

7.0 ASSIGNMENT

Franchisee specifically agrees that the City reserves the right to assign this Exhibit C of the Franchise Agreement relating to the operations of the site to a joint intergovernmental body charged with disposal of solid waste within Latah County, at any time during the term of this Agreement with or without the consent of Franchisee. Such assignment shall be in writing and Franchisee shall be given thirty (30) days written notice before such assignment is effective. Assignment will only be made with written acceptance of all terms and conditions of this Agreement by the successor in interest.

8.0 RENEWAL

The non-exclusive Franchise shall expire on September 30, 2035.

~~The City may, as provided in the Franchise Agreement, renew this Exhibit C for one (1) additional term of ten (10) years following the initial term in accordance with the following:~~

~~A. At the end of the initial term, the City, if it exercises its rights to renew this Exhibit C, the Franchisee's Annual Compensation shall be calculated on the basis of the level of Franchisee's Annual Compensation in the tenth and final year of the initial term.~~

~~B. If, after such renewal, in the event that the City and the Franchisee cannot come to an agreement as to the Franchisee's Annual Compensation taking the above into account, the parties agree that such a dispute shall be subject to binding arbitration pursuant to the rules of the Uniform Arbitration Act. The parties shall mutually select a disinterested, non-local arbitrator. The decision of the arbitrator shall be binding on both parties. The non-prevailing party, as determined by the arbitrator, shall pay all costs of the arbitration and the prevailing party shall be awarded its reasonable costs and attorney's fees incurred in participating in such arbitration, which costs and attorney's fees shall be limited to ten thousand dollars ($10,000).~~

EXHIBIT "D"

CURBSIDE COLLECTION OF RECYCLABLES

1. SCOPE OF WORK

The Scope Of Work by FRANCHISEE shall consist of the following:~~work in the two (2) areas of curbside collection of recyclable materials, and notification to producers, and the CITY, of the contamination.education regarding the curbside collection and overall recycling program.~~

A. **Curbside Collection of Recyclable Materials.** FRANCHISEE shall provide curbside collection of recyclable materials and delivery of such recyclable materials to the Moscow Recycling Center in conformance with this Franchise Agreement. All decisions as to the method, nature and extent of services provided shall be the exclusive right and responsibility of CITY. Collection of recyclable materials in excess of those specified herein shall be at CITY's discretion with any additional compensation to FRANCHISEE to be negotiated between the parties based upon the actual, verifiable increase in costs associated with the additional materials to be collected. FRANCHISEE shall have the burden of justifying increased costs incurred as a result of collection of each additional recyclable material in excess of those specified herein.

B. **Contamination Notices.** FRANCHISEE shall notify producers of contamination problems by tagging contaminated roll carts with printed notices indicating the source(s) of the contamination. FRANCHISEE shall notify CITY of producers that receive contamination notices, source(s) of contamination, and failures to comply with contamination regulations after being notified of the contamination. Upon request by the City, the Franchisee shall provide to the City~~,~~ costs for printing such contamination notices. Printing costs for contamination notices must be approved, in writing, by the Director or designee, prior to printing such notices. The City reserves the sole right to determine content printed on such contamination notices and ~~for whom provides~~selection of printing contractor for~~of~~ said notices. Should the Franchisee provide such printing of notices, as requested by the City, the Franchisee shall be entitled to compensation for those actual costs in an amount to be agreed upon in writing..~~**Public Information, Education and Promotion.** FRANCHISEE shall prepare and operate, in conformance with the direction of CITY, and as set out herein, a public information and education program that will have as its mission encouragement of the public to participate in the curbside collection and recycling program. The program shall aim to maximize citizen participation in the use of the curbside collection and recycling program. The ongoing public information and education program shall be designed to increase public participation in waste reduction and recycling throughout the term of this Franchise Agreement. Activities shall be designed to~~

~~maintain continued citizen use of the curbside recycling program. FRANCHISEE shall keep the public informed of the program and encourage participation therein.~~

~~FRANCHISEE shall prepare such education programs, along with the prospective costs thereof, and shall submit such prospective programs and costs to CITY on or before June 1 of each year this Franchise Agreement is in effect. Such program shall be approved by CITY prior to its implementation by FRANCHISEE.~~

~~This program shall, at a minimum, coordinate with other City-sponsored education programs used to familiarize people with essential waste reduction and recycling concepts; explain the benefits of recycling; explain the purpose and the manner of the recycling program; show the convenience of the whole range of recycling opportunities in CITY (both existing and those developed in the future) including, but not limited to: drop-off stations, buy-back operations, and charity drives, and shall outline how those interested can obtain further information about these programs. The content of all written materials is subject to the review and approval of CITY. FRANCHISEE shall be responsible for printing, producing and distributing these materials.~~

~~The public information and education program shall be consistently presented and must emphasize all materials to be accepted. Activities shall include, but not be limited to, assisting CITY in City-wide publicity, attending interviews scheduled with the media, and attending meetings with representatives of the solid waste and secondary materials management industries in order to explain the program.~~

2. TYPE OF SERVICE

Single Stream Curbside Recycling Collection

FRANCHISEE shall collect single stream curbside recycling at least once every other calendar week,~~.~~ ~~Single family households will be collected one (1) week and apartment units collected on alternating weeks,~~ on a Monday through Friday basis. Roll carts shall be placed at curbside or adjacent to an alley for single family collection. Roll carts serving single family households shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Roll carts serving apartment units shall be placed in a non-public parking area, adjacent to mechanical container or other locations, as determined by the Director, which allow an adequate access point for collection vehicles to service such roll carts. The Director shall determine which locations are best suited for pickup based on individual circumstances including, but not limited to, vehicle access, site configuration, operational efficiency and convenience. Roll carts shall be placed with a minimum of three feet (3') of clearance from any obstacle that could interfere with pickup. When construction work is being performed in the right-of-way, roll carts shall be placed as close as practicable to an access point for the collection vehicle.

Producers shall place all recyclable materials to be collected fully within roll carts. FRANCHISEE shall not be required to collect curbside recycling materials from any receptacles which have not been approved by CITY (e.g., receptacles or containers other than the registered roll carts). Excess recyclable material or large corrugated cardboard, not fitting into roll carts, may be delivered to Moscow Recycling Center by the producer. Glass shall not be collected curbside by FRANCHISEE. Glass will be accepted at Moscow Recycling Center and other established site(s) designated for glass collection by the Director.

Roll carts shall be sturdy, water tight, equipped with heavy duty wheels and with permanently attached, closeable lids. CITY shall approve the number, type, sizes and other specific physical requirements of the roll carts. Within two (2) business days of notification by the producer or CITY, FRANCHISEE shall repair or replace any roll carts which have become no longer serviceable (i.e., broken wheels, cracked lid, broken axle, cracked or leaking body, etc.). FRANCHISEE shall keep all roll carts in good repair and shall replace roll carts as needed and as required herein. FRANCHISEE shall bear the costs of normal wear and tear.

A producer shall be allowed one (1) courtesy return service per calendar year (i.e., because of blocked roll cart, a roll cart not being set out on time or a roll cart that is otherwise not serviceable, through no fault of FRANCHISEE, etc.). Return service fees are established in Exhibit “G” of this Agreement.

Each property owner/producer shall be financially responsible for lost, stolen or otherwise missing roll carts. Each property owner/producer shall also be financially responsible for damage caused to a roll cart from abuse or misuse. Replacement or repair costs assessed to the property owner/producer shall be for actual cost of replacement or repair, as determined at the time damage occurs.

A roll cart shall remain at the property/address to which such roll cart is registered until such time that it is exchanged or removed by FRANCHISEE (due to tenant change, account change, sale of property or when the property becomes otherwise vacated, etc.) . All roll carts shall remain the property of FRANCHISEE.

After emptying any roll cart, FRANCHISEE shall replace the roll cart in an upright position, lid closed, at the place where such roll cart was placed for collection unless such replacement is reasonably likely to be unsafe or such replacement is physically impossible.
Scheduled collection of curbside recycling may be postponed due to inclement weather and/or unsafe conditions. Such postponement shall cause collection of curbside recycling to occur the following regularly scheduled day/week or sooner, without penalty to the producer. Any such postponement shall be approved by the Director.

3. EQUIPMENT

FRANCHISEE shall supply all approved roll carts required for the services provided under this Franchise Agreement. FRANCHISEE shall register all distributed and/or replaced roll carts to a specific producer's address using methods such as a serial number, bar code, or radio frequency identification (RFID). The method of registration shall include information on individual roll carts which are assigned and designated to a specific producer's address for the purpose of inventory control. FRANCHISEE shall maintain an accurate data base linking registered roll carts to a specific producer address and account. FRANCHISEE shall electronically forward roll cart registration data and related information regarding all deliveries, swap outs, repairs and other service requests to CITY, no less frequently than once a week.

A producer may exchange the original roll cart registered to such producer free of charge, one (1) time during the first thirty (30) days following delivery of the roll cart and/or the implementation of this Single Stream Curbside Recycling Program, whichever is later in time.

FRANCHISEE agrees to furnish during the term of this Franchise Agreement, adequate equipment as specified in Exhibit "A" and personnel sufficient to collect recyclable materials at curbside and to transport all recyclable materials identified elsewhere in this Franchise Agreement to a site designated by CITY. FRANCHISEE shall furnish vehicles specifically designed for or modified to safely accommodate the activities of collection at curbside and transport of recyclable materials.

All equipment utilized by FRANCHISEE in the curbside collection program shall be maintained and operated in a clean and sanitary manner at the sole expense of FRANCHISEE. The equipment shall be clean, uniformly painted, marked and identified. It shall be licensed, lighted, equipped with warning devices, and safety inspected for highway operations, all subject to review and approval by CITY.

4. SALVAGE RIGHTS

FRANCHISEE shall have no salvage rights to recyclable materials collected at curbside pursuant to this Franchise Agreement, except as provided in the Franchise Agreement Documents.

5. SELECTION OF MATERIALS RECOVERY FACILITY (MRF)

CITY shall have~~reserves~~ the sole right of selection ~~and approval~~ of material recovery facilities (MRFs) to serve as the destination ~~MRF~~ for ~~the~~ single stream materials.

6. PAYMENT

FRANCHISEE shall be responsible for billing CITY monthly for the services set forth herein based upon the price per single family household per month base rate, apartment unit per month base rate, monthly roll cart rate, operations and maintenance rate and single stream per ton processing rate as set forth in Exhibit "G" to this Franchise

Agreement. CITY agrees to reimburse FRANCHISEE for actual processing costs incurred at any~~any the~~ CITY designated and approved ~~Material Recovery Facility (~~MRF~~s)~~ necessary to separate single stream recycling material as documented by processing manifests, and any other fees assessed by the MRF, including disposal of contaminates. ~~CITY reserves the sole right of selection and approval of the destination MRF for the single stream materials.~~ FRANCHISEE will make reasonable attempts to limit contamination. CITY shall remit payment to FRANCHISEE by the twentieth (20^{th}) day of each month following receipt of FRANCHISEE'S billing. In the event that CITY fails to remit payment to FRANCHISEE by the twentieth (20^{th}) day of each month for such billing, CITY shall pay to FRANCHISEE, in addition to the amount of the billing, a late fee in the amount of one percent (1%) of the amount of the billing per day beyond the due date, provided, that if CITY makes a good-faith challenge to the billing, such late fees shall not be assessed until such challenge is resolved. In addition to this late fee, in the event that CITY fails to remit payment to FRANCHISEE within fourteen (14) days from the due date, FRANCHISEE may, in its discretion, without penalty or determination that FRANCHISEE is in breach of this Franchise Agreement, suspend its obligations and services to be provided hereunder until such charges are paid.

7~~6~~. TITLE TO RECYCLABLE MATERIALS

Title to all recyclable materials accepted at CITY's Moscow Recycling Center, shall pass to the operator of the Moscow Recycling Center when so accepted. Title to Hazardous Wastes, potentially harmful wastes, Infectious Wastes or other Unacceptable Waste shall not vest with the operator of the Moscow Recycling Center, but shall remain in the producer. FRANCHISEE further agrees that it shall identify the producer of such wastes and disclose such information to CITY through CITY's point of contact.

8~~7~~. RECORDS

FRANCHISEE shall maintain such records as may be specified herein or may be necessary to document the quantity of recyclable materials collected and delivered in the performance of this Franchise Agreement separately from those recyclable materials received by the operator of the Moscow Recycling Center. FRANCHISEE shall make all documents relating to the performance of work hereunder, including scale records, if applicable, available to CITY within fourteen (14) working days of receiving written notice detailing the documents requested.

9~~8~~. DELAYS IN CARRYING OUT WORK

FRANCHISEE shall not be held responsible by reason of any delay in the performance of this Franchise Agreement when such delay is primarily caused by some act of God, provided that in the case of delay caused by an act of God, FRANCHISEE shall give notice to CITY (in writing, at the earliest possible time) of the causes of such delay. Such a delay shall not be considered to be an interruption of service as designated elsewhere in this Franchise Agreement; provided, that if such delay due to an act of God continues for a period of twenty (20) consecutive days, either party may terminate this Franchise Agreement without liability to the other party. Such termination shall be effective upon written notice provided to the other party.

10~~9~~. COMMODITIES TO BE COLLECTED

CITY shall identify commodities to be collected by FRANCHISEE. Each year CITY and FRANCHISEE shall review the list of commodities to be collected.

~~**10. EDUCATION PROGRAM**~~

~~A. **Curbside Brochure**. FRANCHISEE will create and distribute to each producer a brochure regarding curbside collection and recycling which will contain information regarding the curbside collection and recycling program, such as which items will be accepted in the program, the preparation and sorting of recyclables, and whom to contact for missed pickups, problems, and questions.~~

~~B. **Newspaper and Radio Advertisements**. Promotion through advertisements to inform producers of the curbside collection and recycling program.~~

~~C. **Contamination Notice**. FRANCHISEE will notify producers of contamination problems, sorting procedures, and/or other service issues.~~

~~11. ONGOING EDUCATION~~

~~A. **Curbside Brochure**. FRANCHISEE will continue to print the curbside collection and recycling brochure with changes as necessary.~~

~~B. **Newspaper and Radio Advertisements**. Continuing promotion through advertisements every January and every August to inform new residents of the curbside collection and recycling program.~~

~~C. **Contamination Notice**. Continuing printing or ongoing producers notification regarding contamination problems, sorting procedures, and other issues.~~

~~12. INITIAL AND ONGOING EDUCATION TO BE PROVIDED AT NO COST TO CITY~~

~~A. **Talkin' Trash Newsletter**. Information regarding the curbside collection and recycling program will continue to be covered in the "Talkin' Trash" newsletter which will be distributed to all producers throughout the period of this Franchise Agreement.~~

~~B. **Presentations**. The education coordinator of FRANCHISEE will give presentations regarding curbside collection and recycling at schools, local organizations, fair booths, and other community events in order to promote the curbside collection and recycling program.~~

~~C. **City of Moscow Internet Page**. The education coordinator of FRANCHISEE will provide detailed information about the curbside collection and recycling program to CITY for inclusion on CITY's internet home page, with the intent to distribute such information on CITY's internet home page.~~

~~D. **Cable Bulletin**. Information will be placed on Channel 11 and/or Channel 13 community bulletin board explaining the general information about the curbside collection and recycling program initially and thereafter as needed.~~

11~~0~~~~3~~. REIMBURSEMENT

CITY agrees to pay FRANCHISEE the amount shown in Exhibit "G" for curbside collection of recyclable materials performed pursuant to this Franchise Agreement, as may hereafter be adjusted in accordance with Exhibit "A".

EXHIBIT E

SPECIFICATIONS FOR RECYCLING CENTER

This Exhibit shall be subject to and governed by the Franchise Documents thereto, unless modified herein.

1.0 Statement of Purpose
2.0 Operations
3.0 Ownership
4.0 Compensation
5.0 Record Keeping And Accounting
6.0 Policies/Procedures/Changes in Service
7.0 Employees and Equipment
8.0 Indemnification
9.0 Assignment
10.0 Dispute Resolution
11.0 Term/Renewal
12.0 Public Information, Special Events~~, Education~~ and Promotion

1.0 STATEMENT OF PURPOSE

The purpose of this Exhibit E to the Solid Waste Franchise Agreement is to contract with and encourage the Franchisee to ~~provide the following services:~~

~~A. Provide, toEducation of all segments of the community, of wayssources forto reducinge the amount of solid waste produced which needs to be landfilled; and (Gary - I don't understand what this sentence means)~~

~~B. To~~ optimize the amount of recyclables, compostables and energy recovery materials recovered or separated from solid waste.

2.0 OPERATIONS

Franchisee agrees to supply the equipment and personnel which has been deemed necessary by the City to operate the Recycling Center in conformance with the Franchise Agreement and this Exhibit E, which shall include, but not be limited to, the following:

A. Franchisee shall conduct the day to day operations of the Recycling Center, including maintenance of the parking lot and landscaping, including cleaning, damage from activity, litter control, janitorial services and snow removal, in accordance with this Exhibit E and the direction of the City; and

B. Franchisee shall be responsible for the operations of the Recycling Center, including the on site inspection, sorting, acceptance or rejection of materials arriving at the Recycling Center, in accordance with the direction, policies and procedures set by the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

C. Franchisee shall be responsible for the collection and faithful accounting of Tipping Fees authorized by the City. Franchisee shall pay over all Tipping Fees to the City.

D. Franchisee shall not be required to charge a tipping fee for Acceptable Materials deposited at the Recycling Center by Collection Franchisees which are generated within Latah County, but not within Moscow city limits, until such time as the City, as its sole discretion and with thirty (30) days prior written notice to Franchisee, shall require such to be charged. Franchisee shall pay over all Tipping Fees to the City; and

E. Acceptable Materials deposited at the Recycling Center by Collection Franchisees which are generated within Latah County, but not within Moscow city limits, shall not be considered in the calculation of compensation under this Agreement unless the City, at its sole discretion, directs franchisee to charge a tipping fee on such volume of Acceptable Materials pursuant to this Exhibit E.

F. Franchisee shall provide for the orderly unloading of acceptable materials from transport vehicles, including those vehicles brought in by the public; and

G. Franchisee shall provide for all materials arriving at said Recycling Center to be weighed, utilizing a scale that has been certified by the State of Idaho for use in commercial trade; and

H. The Franchisee shall load and prepare for transport all Acceptable Materials that have been deemed acceptable for transport in accordance with the direction of the City and in conformance with all applicable statutes and regulations of all governmental regulatory agencies; and

I. The Franchisee shall provide for all acceptable compostable waste to be placed into a bin or receptacle for transport and delivery to a composting facility designated by the City.

J. The Franchisee shall have the exclusive right to all salvageable materials delivered to the Recycling Center, and, in accordance with this Exhibit E and other relevant sections of the Franchise Agreement and its Exhibits, ~~and~~ shall share with the City, the risks and rewards of fluctuating recycling commodity material prices for cardboard, mixed paper, single stream, newsprint, aluminum, tin, hdpe, pet and mixed plastics,~~have the right to any~~ and all ~~all~~ funds received from the sale of said salvageable materials. The Franchisee shall hold harmless and indemnify the City for any and all liability resulting from, and for any and all damages of any type or nature, resulting from salvaging or scavenging by the Franchisee, or any of its employees, of such materials. Further, such salvaging or scavenging activities by Franchisee shall in no way serve as a basis for increasing the compensation pursuant to this Agreement.

K. –The Franchisee shall share with the City, revenues received from the sale of cardboard, mixed paper, single stream, newsprint, aluminum, tin, hdpe, pet and mixed plastics pursuant to the following formula:~~,~~ Using data from the Secondary Materials and Secondary Fiber Pricing Index for the~~,~~ Pacific Northwest region, the most recent fiscal ten (10) year average commodity pricing will be established for the afore-mentioned commodities. The most recent material characterization on record will be used to calculate the percentage of each commodity that makes up the single stream mix. Using the same data and index , the current fiscal year average commodity pricing will be established for the same afore–mentioned commodities. The current fiscal year average commodity pricing will be compared to the ten (10) year average commodity pricing. When the current fiscal year average commodity pricing falls below the ten (10) year average commodity pricing, the City shall compensate the Franchisee for fifty (50%) percent of the reduction in revenue. When the current fiscal year average commodity pricing exceeds the ten (10) year average commodity pricing, the Franchisee shall compensate the City for fifty (50%) percent of the increase in revenue. This formula will be updated and recalculated at the end of each fiscal year.

3.0 OWNERSHIP

A. Ownership of all materials accepted at the Recycling Center, except compostable waste, shall pass to the Franchisee upon acceptance.

B. Ownership of the facilities, fixtures and grounds shall remain in the City and the Franchisee shall acquire no ownership or possessory rights therein, provided that equipment and/or fixtures purchased by Franchisee shall remain the property of the Franchisee, and shall be removed by the Franchisee upon termination of this Agreement.

C. Franchisee shall be responsible for the repair of any damage to the facilities, fixtures and grounds of the Recycling Center occasioned by such removal. However, franchisee shall not be responsible for reasonable wear and tear at the Recycling Center.

4.0 COMPENSATION

A. ~~A.~~ The Franchisee shall be entitled to compensation for such operations, based on volume as provided in Exhibit G.

B. The Franchisee shall be entitled to reimbursement for actual staff time and cost of materials expended pursuant to the City's written request to provide~~compensation for~~ public outreach~~information~~, special events participation, and promotion~~, as requested by the City, by actual time and materials costs~~. Costs for these activities shall be approved, in writing, by the Director or designee, prior to commencement of these activities by the Franchisee.

C~~B~~. Such compensation shall be paid for every ton of Acceptable Materials accepted at said Recycling Center; provided that non-Acceptable Materials deposited at the Recycling Center by producers shall also be included in Franchisee's compensation provided that Franchisee has exercised all reasonable efforts, in accordance with the direction of the City, to prevent the deposit of non-Acceptable Materials; provided further that said compensation shall not include tonnage of compostable materials received at said Recycling Center.

D~~C~~. Such compensation shall be paid to Franchisee in monthly installments, to be paid on or before the fifth (5^{th}) day of the following month.

E~~D~~. The amounts of such monthly installments shall be calculated based upon the weight receipts for the preceding month as tabulated and provided by Franchisee to the City. Such tabulations shall be presented on a form approved by the Director.

F~~E~~. These sums and any adjustments made in conformance with section 18.0 of the General Specifications, Exhibit A shall represent full compensation for personnel, equipment and any and all other expenses of operating said Recycling Center.

G~~F~~. Franchisee shall not be responsible for the disposal cost, including tipping fees, long haul transport cost and ultimate disposal cost of non-Acceptable Materials deposited at the Recycling Center, provided that Franchisee shall exercise all reasonable efforts in preventing non-Acceptable Materials to be deposited at said Recycling Center, in accordance with the direction of the City.

H~~G~~. The Franchisee shall transport non-Acceptable Materials deposited at the Moscow Recycling Center to the Latah Sanitation Transfer Station at no cost.

5.0 RECORD KEEPING AND ACCOUNTING

A. Franchisee shall be responsible for all record keeping of said Recycling Center, including, but not limited to, weights and types of Acceptable Materials or non-

Acceptable Materials received, current market prices paid for recyclable materials and tonnages of compostable materials received at the Recycling Center.

B. Such record keeping shall be on forms approved by the Director.

C. Franchisee shall be responsible to account to the City for the collection and faithful accounting of moneys collected at said site.

D. The Franchisee shall weigh such Acceptable Materials on a scale certified for commercial sales.

E. Franchisee shall provide to the City monthly recycling volume reports that include weights of each accepted subsidized/nonsubsidized commodity by current month, prior month, current month previous year, calendar year-to-date and contract year-to-date.

6.0 POLICIES/PROCEDURES/CHANGES IN SERVICE

A. All decisions as to the method, nature and extent of services provided, including but not limited to the operation of said Recycling Center, hours of operation, days of operation, type of materials to be accepted by Franchisee at the Recycling Center, from whom such materials are to be accepted by Franchisee at the Recycling Center, the amount of Tipping Fees to be charged at said Recycling Center, etc., shall be the exclusive right and responsibility of the City.

B. It is expressly understood and agreed that all Acceptable Materials shall be accepted at said Recycling Center, except as otherwise provided herein, provided that Tipping Fees associated with such acceptance, as set by the City are paid.

C. In the event that the City directs the Franchisee to reject Acceptable Materials from certain producers, the City shall compensate the Franchisee for the costs of implementing and operating such program, in accordance with Section 18.2c. of Exhibit A, General Specifications.

D. Franchisee shall provide input and suggestions to the City regarding the mode of operation of said Recycling Center, but otherwise Franchisee shall have no authority regarding said operation.

E. The Franchisee shall submit a proposal for policies and procedures to the Director for the City's approval.

F. The City shall further provide such final policies and procedures to Franchisee in written form.

G. The hours of operation of the Recycling Center for redemption shall be an average of forty (40) hours per week, as approved by the Director.

H. Tipping Fees paid by producers, as set by the City, either collected at the Recycling Center or elsewhere by Franchisee, shall be paid over to the City in conformance with this Exhibit E.

7.0 EMPLOYEES AND EQUIPMENT

A. Franchisee shall be obligated to provide safe and operable equipment in the discharge of its duties pursuant to this Franchise.

B. Franchisee and its employees shall discharge their duties in a competent and professional manner with due respect to the public.

C. Franchisee shall employ no intemperate or incompetent employees in its discharge of its duties pursuant to this Franchise.

8.0 INDEMNIFICATION

A. The City shall hold Franchisee harmless and indemnify Franchisee for any liability or damages resulting from the intentional act, negligence, omission of the City, its employees, agents, representatives and/or subcontractors pursuant to this Exhibit E. In addition, the City shall hold harmless the Franchisee for policies and/or practices dictated to Franchisee by the City in the operation of said Recycling Center including, but not limited to policies and/or practices that result in the death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency. Such agreement shall not, however, act to reduce Franchisee's liability and responsibility for damages for the intentional act, negligence or omission of Franchisee or its employees, agents and/or representatives in carrying out such policies and/or practices.

B. The Franchisee shall hold harmless and indemnify the City for any liability and/or damages of any kind resulting from the intentional act, negligence or omission of Franchisee or its employees, agents or representatives, including, but not limited to, death or injury to any person, damage or destruction of property, contamination or adverse effects on the environment, or of any violation of statutes, rules or regulations of any governmental agency.

9.0 ASSIGNMENT

A. Franchisee specifically agrees that the City reserves the right to assign the City's rights pursuant to this Exhibit E of the Franchise Agreement relating to the operations of the Recycling Center at any time during the term of this Agreement with or without the consent of Franchisee. Such assignment shall be in writing and Franchisee shall be given thirty (30) days written notice before such assignment is effective. Assignment will only be made with written acceptance of all terms and conditions of this Agreement by the City's successor in interest.

B. The terms and conditions of the Solid Waste Franchise Agreement regarding the sale, assignment or ownership change of Franchisee's firm shall control the specifications for the Recycling Center. Said terms and conditions are incorporated herein by reference as if though fully set forth at length.

10.0 DISPUTE RESOLUTION

All other disputes arising as to the terms of this Exhibit E (other than assignment as described in Section 9.B. of this Exhibit E) shall be governed by Section 15 of the Franchise Agreement.

11.0 TERM/RENEWAL

The non-exclusive Franchise shall expire on September 30, 2035.~~be for a term of ten (10) years beginning October 1, 2003 and ending September 30, 2013. The parties agree that this non-exclusive Franchise shall be renewable at the unqualified discretion of City for one (1) successive term of ten (10) years according to the following terms and conditions:~~

~~A. No default is existing or continuing in the performance of any of the terms of this Franchise; and~~

~~B. The renewal term shall be on the same terms, covenants and conditions as provided in this Franchise, or portion thereof that is renewed, except that there shall be no privilege to renew this Franchise for any period of time beyond the expiration of the one (1) renewal term.~~

~~C. The City shall exercise its rights to renew in the following manner:~~

~~(1) At least one (1) year prior to the expiration of the initial term, City shall notify Franchisee in writing of its election to exercise the right not to renew the term of this Franchise or portions thereof for the additional term.~~

~~(2) If renewed, this non-exclusive Franchise, subject to the terms of this provision, shall be deemed to be renewed and the terms thereof for a period of ten (10) years from the date of the expiration of the initial term with the parties executing a new Franchise Agreement setting out the covenants, conditions or other terms of the Franchise, modified as required by the Franchise Documents.~~

12.0 PUBLIC INFORMATION, SPECIAL EVENTS~~, EDUCATION,~~ AND PROMOTION

A. As directed by the City, ~~T~~the Franchisee shall participate and collaborate~~prepare and operate~~~~, in conformance with the direction of the City, through its Director or designee,~~ in special events and public outreach~~information~~ campaigns~~ and education program~~ relating to recycling.~~that will have as theirits mission changing the public's attitudes to better understand the value of reducing waste and source-separating waste for recycling.~~ These special events and public outreach ~~information~~~~program~~efforts~~campaigns~~ shall aim to maximize citizen participation in the use of the Recycling Center. ~~The ongoing public information and education shall be designed to increase public participation in waste reduction and recycling throughout the term of this Exhibit E.~~ Activities shall be designed to maintain continued citizen use of existing recycling facilities and maximize participation in such facilities. The Franchisee shall keep the public informed of all~~the~~ programs and encourage participation therein.

B. When directed~~requested~~ by the City to participate in special events ~~and collaborate~~ and ~~provide~~ public outreach efforts~~information~~, t~~T~~he Franchisee shall prepare and submit detailed cost~~s~~ estimates for such activities to the City. ~~alternate solid waste education programs, along with the prospective costs thereof, and shall submit such prospective programs and costs to the Director on or before June 1 of each year this Exhibit E and Franchise is in effect~~. Such activities and costs thereof,~~program~~ shall be approved by the City~~Director or designee~~, in writing, prior to Franchisee commencing such~~commencement of~~ activities.~~its implementation by the Franchisee~~.

~~This program shall, at a minimum, familiarize people with essential waste reduction and recycling concepts; explain the benefits of recycling; explain the purpose and the manner of the recycling program; show the convenience of the whole range of recycling opportunities in the City (both existing and those developed in the future) including, but not limited to: drop-off stations, buy-back operations, and charity drives; and shall outline how those interested can obtain further information about these programs. The content of all written materials is subject to the review and approval of the Director. The Franchisee shall be responsible for printing, producing and distributing these materials.~~

~~C. The public information and education program shall be consistently presented and must emphasize all materials to be accepted. Activities shall include, but not be limited to, assisting the Director in area-wide publicity; attending interviews scheduled with the media and attending meetings with representatives of the solid waste and secondary materials management industries in order to explain the program.~~

/SW112612non

EXHIBIT G
FEE SCHEDULE
EFFECTIVE DATE - October 1, 2020~~19~~

SECTION 1.0 ADJUSTMENTS INCLUDED IN EXHIBIT G

1.1 Reimbursement: City agrees to pay the Franchisee the amounts shown herein for Solid Waste Services performed, pursuant to this Agreement.

1.2 Fees: Exhibit G does not include billing or other City fees. Such billing and City fees are included in the actual rates charged to the producer.

1.3 Franchise Fee: A five percent (5%) franchise fee is included in Exhibit G, except where indicated.

SECTION 2.0 RATES FOR EACH RESIDENTIAL UNIT

2.1	Individual Residential Units Includes mobile homes, duplexes, and apartment units. This fee also includes fees for curbside recycling collection services.	Per Month	Each unit	$8.67~~53~~
2.2	Apartment Curbside Recycling	Per Month	Each unit	$3.30~~25~~
2.3	Individual Residential SW Service Level		Per Month	
		35 gallon cart	Each unit	$0.57~~6~~
		65 gallon cart	Each unit	$1.13~~1~~
		95 gallon cart	Each unit	$1.68~~5~~
	On Demand	35 gallon cart	Each service	$0.28

Note: Annual Modification to fees in Section 18.2 of Exhibit A shall not apply to any fee in Section 2.4, 2.6 or 2.8 of this Exhibit G.

2.4	Individual SW Roll Cart	Per Month	Each unit	$0.57
2.5	SW Roll Cart Operation & Maintenance		Per month	$3,567.92~~09.66~~
2.6	Individual Recycling Roll Cart	Per Month	Each unit	$0.58
2.7	Recycling Roll Cart Operation & Maintenance		Per month	$11,147.33~~5,927.80~~

Includes glass deposit site maintenance, roll cart exchanges & repairs, roll cart cleaning, inventory storage and extra rear load helper route.

2.8	Material Recovery Facility (MRF) Processing Includes actual single stream material processing costs passed on to City.	Per Ton	$112.73
2.9	Cart size exchange	First 30 days	$0.00
		After 30 days	$16.88~~60~~
2.10	Return Service: (e.g., blocked roll cart, roll cart not set out on time, roll cart not able to be serviced)	First time	$0.00
		Second time	$11.26~~08~~
		Third time (and following times)	$22.50~~13~~
2.11	Roll Cart Replacement (lost, stolen, damage from abuse)	Each unit	$36~~5~~.4~~8~~9
2.12	Carry - Out Service Per Month		
	A. Outside of Building: Two (2) bags or (1 roll cart)	Each unit	$11.81~~62~~
	B. Inside of Building: Two (2) bags or (1 roll cart)	Each unit	$13.43~~21~~

Each carryout service producer shall provide reasonably safe access to solid waste container(s).

2.13	Over Service Level: Per bag or equivalent	Each unit	$4.46~~39~~

Business Rate for Residential: Residential Units utilizing mechanical or compactor containers shall be billed at the business rate for such containers.

SECTION 3.0 RATES FOR BUSINESS UNITS USING MANUAL CONTAINERS

3.1	Loose Yardage on Ground (not fault of Franchisee)	Per cu. yard	$7.96~~83~~

3.2 Commercial Roll Carts Per month (serviced one [1] time weekly)

35 gal	9.07
65 gal	9.07
95 gal	13.58

3.3 Commercial Curbside Recycling Per Month Each unit $3.30~~25~~

3.4 Individual Recycling Roll Cart Per Month Each unit $0.57

3.5 Recycling Roll Cart Operations & Maintenance Per month $401.40~~394.85~~

SECTION 4.0 RATES FOR RECYCLING MOBILE CONTAINERS (RMC)

4.1 Rental Rates:

6 Yard Container Rental	Per month	$52.89~~03~~
Sales Tax on Rental		$ 3.17~~2~~
10.5 Yard Container Rental	Per month	$80.79~~79.47~~
Sales Tax on Rental		$ 4.85~~77~~
12 Yard Container Rental	Per month	$94.40~~2.86~~
Sales Tax on Rental		$ 5.66~~57~~

4.2 Types of Services:

A. Franchisee Services/Value of Recycled Materials Retained by Franchisee:

1) RMC hauled, emptied and exchanged by Franchisee
2) No Reimbursement for recyclable materials to customer
3) On-call service with twenty four (24)-hour notice
4) Rate per haul and exchange $43.01~~2.31~~

B. Franchisee Services/Value of Recycled Materials Retained by Customer:

1) RMC hauled, emptied and exchanged by Franchisee
2) Reimbursement at the current rate for recyclable materials to customer, providing there is no contamination from unacceptable items.
3) On-call service with twenty four (24)-hour notice
4) Rate per haul and exchange $51.68~~0.84~~

C. Customer Service/Value of Recycled Materials Retained by Customer:

1) RMC hauled, emptied and exchanged by customer
2) Reimbursement at the current rate for recyclable materials to customer
3) Rate per haul and exchange $ 0.00

SECTION 5.0 RATES FOR MECHANICAL CONTAINERS

5.1 Mechanical Container Rates Per Month:

Cont. Size	Rental	Sales Tax	Times Per Week 1	2	3	4	5
1 yd	6.1~~0~~5	0.37~~6~~	24.5~~1~~4	49~~8~~.0~~2~~4	73~~2~~.4~~2~~7	97~~5~~.19~~60~~	122~~0~~.35
2 yds	7~~6~~.06~~94~~	0.42	41~~0~~.05~~38~~	82~~0~~.04~~70~~	123~~1~~.05~~4~~	164~~1~~.06~~38~~	205~~1~~.01~~66~~
3 yds	13.28~~06~~	0.80~~78~~	56~~5~~.84~~91~~	112~~1~~.88~~04~~	170~~67~~.53~~75~~	227~~3~~.36~~65~~	284~~79~~.17~~53~~
4 yds	14.49~~25~~	0.87~~6~~	73~~2~~.2~~0~~8	146~~4~~.51~~12~~	219~~6~~.77~~18~~	293~~88~~.00~~22~~	366~~0~~.30~~2~~
6 yds	19.08~~8.77~~	1.14~~3~~	104~~2~~.143	208~~5~~.80~~39~~	312~~07~~.2~~1~~8	416~~09~~.3~~5~~1	520~~11~~.3~~8~~7
8 yds	23.70~~31~~	1.42~~0~~	135~~32~~.18~~97~~	270~~65~~.20~~79~~	404~~398~~.91~~30~~	539~~1~~.94~~12~~	674~~63~~.01~~0~~

5.2 Locking Mechanism Mechanical Container — Per month — $3.13~~08~~

5.3 Extra Service for Mechanical Containers With ~~twenty-four~~twenty-four (24) hour notice: — Each dump — $29.52~~04~~

5.4 Temporary (less than two [2] months) Placement or Removal of a Mechanical Container: — Each move — $40.66~~00~~

SECTION 6.0 RATES FOR SPECIAL SERVICES

6.1 Special hauls with pickup truck:

On day of service – zero to fifteen (0-15) minutes	$32~~1~~.07~~55~~
From Landfill to City – sixty (60) minutes	$64~~3~~.17~~2~~
Each fifteen (15) min. after first sixty (60) min.	$16~~5~~.03~~77~~

6.2 Special hauls with packer truck:

On day of service – zero to fifteen (0-15) minutes	$56~~5~~.72~~9~~
From Landfill to City – zero to sixty (0-60) minutes	$113~~1~~.43~~58~~
Each fifteen (15) min. after first sixty (60) min.	$28~~7~~.42~~96~~

6.3 Special Services with roll-off truck:

Large Container Service:

Rental rate for one (1) time exchange service and rental rate per day after first five (5) working days

Cont. Sales

Size	Rental	Tax	Delivery	Exchange	Pickup
22 yd	9.54~~38~~	0.57~~6~~	88~~7~~.44~~00~~	88~~7~~.44~~00~~	88~~7~~.44~~00~~
30 yd	12.96~~75~~	0.78~~6~~	88~~7~~.44~~00~~	88~~7~~.44~~00~~	88~~7~~.44~~00~~

Additional Large Container Service for City Facilities:

Note: Includes City special services such as yard waste program at Moscow Recycling Center.

Compactor Service:

Service	Per haul	$1764.89~~00~~
Loose Yardage	Per yard	$7.92~~79~~
Compacted Yardage (small compactor)	Per yard	$42~~1~~.36~~67~~

6.4 Dead Animals: Special Haul rates shall be charged for collection and disposal of dead animals.

6.5 Service: Arrangements for Special Hauls shall be made with Franchisee.

6.6 Special Waste: The rates for hazardous waste and infectious and potentially harmful waste will include time, equipment, materials, franchise billing fee and disposal fees.

SECTION 7.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF SOLID WASTE PROCESSING FACILITY

FRANCHISE FEE OF FIVE PERCENT (5%) DOES NOT APPLY TO FEES IN SECTION 7

7.1 Solid Waste Processing Facility Operational Franchise Reimbursement — Per year $496,801.94~~88,689.69~~ — Per month $41~~0~~,400~~724~~.16~~4~~

7.2 Annual Tonnage Reimbursement

A. If annual tonnage exceeds the base annual tonnage of thirty-two thousand two hundred (32,200) tons in a contract year, Franchisee shall receive additional compensation. — Per additional ton (Adjusted per ton) $15.43~~18~~

B. If the annual tonnage is less than the base annual tonnage, then no additional compensation to Franchisee.

C. If the annual tonnage is less than seventy five percent (75%) of the base annual tonnage, then refer to Section 2.B.2. of Exhibit C.

7.3 ~~-~~Rate Reimbursement for Miscellaneous Costs. See 2.0.C. of Exhibit C as therein provided in sub-paragraphs 1 through 11.

Miscellaneous Rate	Per year	$225~~59~~,865~~241~~.57~~82~~
	Per month	$18,822.13~~21,603.48~~

7.4 Direct Reimbursement Cost

Tire disposal		Actual
Household Hazardous Waste disposal		Actual

SECTION 8.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF MOSCOW RECYCLING CENTER

Note: Franchise fee of five percent (5%) shall not apply to any fees in Section 8 of this Exhibit G.

8.1	Compensation	Per ton	$ 41~~0~~.33~~66~~
8.2	Public Information, Special Events and Promotion~~Base Rate Educational Program~~	~~Per year~~	~~$45,651.00~~
	Time and Materials	~~Per month~~	~~$3,804.25~~

8.3 Revenue Sharing ~~From~~from Sales of Recycling Commodities
Compensation or Payment Formula as stated in Exhibit E, 2.0, K.
Calculated at the end of each fiscal year

~~Note: Annual Modification to fees in Section 18.0 of Exhibit A shall not apply to any fee in Section 8.2 of this Exhibit G.~~

SECTION 9.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF BIOSOLIDS COMPOSTING FACILITY

9.1 Biosolids Composting Facility Operational Franchise Reimbursement
(Annual processing of up to seven thousand [7,000] wet tons of City of Moscow produced biosolids)

	Per year	$214~~1~~,975~~464~~.30~~98~~
	Per month	$ 17,914.61~~622~~.08
9.2 Franchisee Reimbursement for processing materials from outside sources between four thousand five hundred (4,500) and seven thousand (7,000) wet tons not produced from City of Moscow WWTP	Per ton	$15.29~~04~~

COMMITTEE STAFF REPORT

DATE: Monday, August 24, 2020

RESPONSIBLE STAFF

Gary Riedner, City Supervisor, Bill Belknap, Deputy City Supervisor, Community Planning and Design

ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Downtown Parking Permit Fee Adjustment Discussion (ACTION ITEM) - Bill Belknap

DESCRIPTION

Parking has long been perceived as an issue in the downtown area and the matter has been studied and surveyed on several occasions in the past. In 2009 the Council consolidated the parking permits to one class of permit and the price of that permit was reduced from $375 per year to $75 per year . Since 2009, the permit fees have only been increased once to the current rate of $30 per quarter or $85 per year. There are currently 155 permits authorized for sale. All permits are sold or in the process of sale, and there is a waiting list of 81 applicants.

At the City's FY2021 budget workshop, the Council expressed a desire to revisit the cost of Parking permits, and staff was directed to bring the item before the Public Works/Finance Committee on July 27, 2020. The matter was discussed at that meeting and requested to be brought back to the Committee's August 24 meeting.

STAFF RECOMMENDATION

No recommendation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Provide staff direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None