

Moscow City Council



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, October 5, 2020

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public, but is subject to social distancing protocols as recommended in Governor Little's Stay Healthy Guidelines, so the number of attendees at any one time may be limited, and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Pursuant to the Governor's Proclamation relating to the conduct of public meetings during the COVID-19 crisis, the meeting will be broadcast. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION – ARBOR DAY

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council September 21, 2020 Minutes - Laurie M. Hopkins

Minutes presented for approval.

ACTION: Approve minutes.

B. Moscow City-Wide Sidewalk Replacement Project FY2020 Bid Results and Contract Award - Nate Suhr

The 2020 Moscow City-Wide Sidewalk Replacement Project will construct sidewalk and pedestrian ramp improvements in various locations with City funds and will perform additional sidewalk replacements under the Property Owner Assistance Program at the owner's expense. An electronic bid solicitation for this year's Sidewalk Program was issued to four area contractors on September 4th, 2020, giving them two weeks to respond. The

project was advertised with known quantities for City funded jobs and with four homeowner jobs as additional alternatives to allow homeowners the opportunity to accept or reject offered prices. This was reviewed by the Public Works/Finance Committee on September 28, 2020 and recommended for approval.

Three responsive bids were received on September 18th, 2020. Of the responsive bids received, numbers ranged from \$58,039.80 to \$112,591.02 for the Base Bid and Additional Alternatives A-D. McCall's Classic Construction of Clarkston, Washington submitted the low bid on the project of \$58,039.80. The Engineer's Estimate for the Base Bid and Additional Alternatives A-D was \$60,530.49.

ACTION: Accept the low bid including Base Bid and Additional Alternatives A and C and the rejection of Additional Alternatives B and D from McCall's Classic Construction, Inc., award the contract in the amount of \$54,709.60, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$5,470.96).

C. Steve Vachon Troy Road Right-of-Way Dedication - Bob Buvel

The Idaho Transportation Department, the City of Moscow and Steve Vachon have been in negotiations to add a second eastbound lane to the Troy Road leg of the south couplet along Mr. Vachon's street frontage at 211 Troy Road (the former site of Stubb's Seed Service). Mr. Vachon has agreed to dedicate the additional right-of-way the second lane will require.

ACTION: Accept the right-of-way dedication.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

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

5. Citizen Commission Report – Parks and Recreation Commission – Dwight Curtis / Robert Cooper

6. Utility Hearing for Local Highway Safety Improvement Program Third Street PH 1 & 2 (ACTION ITEM) - Nate Suhr / Alisa Anderson

The Third Street Local Highway Safety Improvement Program Grant Phase I & II projects will replace broken and non-compliant sidewalks, adjust curbs to improve drainage, and install lighting to improve the illumination at the intersections on Third Street from Jackson Street to Lieuallen Street. As part of the construction process, franchise utility companies with infrastructure in the public right of way may be required to relocate portions of their

infrastructure to accommodate the project.

To this end the franchise utility companies have been notified of the proposed project and given the opportunity to sign waivers and/or given an opportunity to provide input on the scope of work. Recently, many of the franchise utility companies have become uncomfortable signing the waivers which has resulted in the need to conduct a utility hearing to allow the utility providers an opportunity to provide comments upon the proposed project.

PROPOSED ACTIONS: Conduct the utility hearing and upon consideration of testimony, affirm the requirement that the franchise utility companies accommodate the project and relocate the utility facilities (if needed) or as required during construction, for the Third Street Safety Project Phases I & II (Key Numbers 20430 & 21997); or take other action as deemed appropriate.

7. Authorization for Purchase of Mask Fitting Machine (ACTION ITEM) - Brian Nickerson

The Moscow Volunteer Fire Department is requesting the authorization to purchase a mask-fitting machine, the Quality Guard Mask Fit Test Machine, which allows the Department to conduct annual required certifications for the fitting of Self-Contained Breathing Apparatus (SCBA). Previous certifications have been accomplished by borrowing a testing machine from a vendor, which is dependent upon availability of the machine. The Department's response to the COVID-19 pandemic has required members of the Department to wear N95 face masks. The borrowed testing machine does not have the ability to test N95 masks, while the requested machine has that capability. In addition, the purchase of the machine will provide mask-fitting services to other City departments, as well as opportunities for other local emergency services departments. Staff has determined that as an apparatus necessary to assist in the City's COVID-19 response, it is appropriate to seek reimbursement from the City's CARES Act allocation. This was reviewed by the Public Works/Finance Committee on September 28, 2020 and recommended for approval.

PROPOSED ACTIONS: Approve the purchase of the Quality Guard Mask Fit Testing Machine, and seek reimbursement through the City's CARES Act allocation, or take such other action deemed appropriate.

8. Palouse Basin Aquifer Committee Alternative Water Supply Management Contract (ACTION ITEM) - Tyler Palmer

For several years the Palouse Basin Aquifer Committee (PBAC) has been evaluating water supply alternatives to relieve pressure on the existing aquifers. A comprehensive analysis report has identified the most promising alternatives. PBAC has identified the need to retain a consultant to provide professional management services to further refine the alternatives, and to assist PBAC in developing a proposal to the Idaho Water Resource Board (IWRB) to fund the \$60-\$86 million project. Although PBAC has the funding for the contract, PBAC relies upon its contributing partner agencies to provide administrative services for contracts. PBAC has requested the City of Moscow to issue the RFP and provide administrative services for the consultant agreement. This came before City Council Administrative Committee on March 9, 2020 and received the unanimous consensus of the Committee and was to be placed on the City Council consent agenda. Unfortunately, due to an administrative oversight, it was not scheduled and approved by City Council. In the meantime, the RFP was issued, and PBAC selected a

successful consultant, Alta Science and Engineering of Moscow. Staff has prepared a Professional Services Agreement between the City and Alta, as well as a Financial Agreement between PBAC and the City. The Financial Services Agreement obligates PBAC to be responsible for the funding of the City-Alta agreement. The funding from PBAC has already been received by the City.

PROPOSED ACTIONS: (1) Approve the Financial Agreement between the Palouse Basin Aquifer Committee and the City of Moscow; and
(2) Approve the Professional Services Agreement between the City of Moscow and Alta Science and Engineering; or
(3) Take such other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

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

ARBOR DAY PROCLAMATION

- WHEREAS,** In 1872, Julius Sterling Morton, who would become Secretary of Agriculture under President Grover Cleveland, proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and,
- WHEREAS,** The resulting holiday, Arbor Day, was first observed in that State with the planting of more than one million trees; and
- WHEREAS,** Arbor Day is now recognized throughout the nation and the world, reminding us that one person's initiative can make a lasting and meaningful difference; and
- WHEREAS,** The City of Moscow and Moscow Tree Commission are committed to a community forestry program that supports a safe, healthy, and attractive urban forest; and
- WHEREAS,** Trees are renewable resources that yield fruit and nuts for food and profit, wood for construction, fuel for warmth, paper products, and a wide variety of other goods and materials; and
- WHEREAS,** When properly selected, planted in the right places, and tended appropriately, trees increase property values, add beauty, enhance economic vitality of business districts, cut heating and cooling costs, and provide buffers from traffic; and
- WHEREAS,** Trees intercept storm water, reduce runoff and erosion, clean air and water, produce oxygen, slow climate change by absorbing carbon dioxide, provide habitat for wildlife, and moderate air temperature; and
- WHEREAS,** A healthy urban forest can bring a sense of vibrancy or respite, adventure or calm, escape or contentment, and connection to wild nature, amidst asphalt and concrete; and
- WHEREAS,** Arbor Day reminds us of the timeless observation by its founder, J. Sterling Morton, that "Each generation takes the earth as trustees;" and
- WHEREAS,** To celebrate Arbor Day in Moscow, the City of Moscow, the Moscow Tree Commission, and members of the Harvest Park Core Development Team will plant an apple tree guild at Harvest Park on October 9, 2020. Due to COVID – 19 the Arbor Day celebration will not be open to the public. However, we ask members of the public to consider planting a tree this fall or in the spring.

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim October 9, 2020 as

Arbor Day

in the City of Moscow, and I encourage all citizens to support the planting of trees and promote the well-being of this and future generations.



DATED this 5th day of October, 2020.

Bill Lambert, Mayor

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday, September 21,
2020**

7:00 PM

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

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

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

STAFF: Gary J. Riedner, Mia Bautista (video), Bill Belknap (video), Dwight Curtis (video), Karen Johnson (video), Tyler Palmer (video), Laurie M. Hopkins (video)

PLEDGE OF ALLEGIANCE

Council President Sullivan led the Pledge of Allegiance.

PROCLAMATION - FIRE PREVENTION WEEK

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council September 8, 2020 Minutes - Laurie M. Hopkins

Minutes provided for approval.

ACTION: Approve minutes as presented.

B. Disbursement Report August 2020 - Sarah Banks

Staff presented the August, 2020 Accounts Payable Report to Public Works/Finance Committee on September 14, 2020. The Committee received the report and approved the disbursements as presented.

ACTION: Receive the Disbursements Report.

Bettge moved, Taruscio seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Staff Recognition Report - Gary J. Riedner

No report offered.

3. Mayors Appointments (ACTION ITEM)

Mayor Lambert presented two proposed appointments for Council consideration: Jassen Bluto to Sustainable Environment Commission and Alexandria Tong to Historic Preservation Commission. Bettge moved approval of the appointments. Seconded by Kelly. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

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

Mayor Lambert postponed public comment.

5. PUBLIC HEARING: Proposed Fee Amendments (ACTION ITEM) - Gary J. Riedner

Following the adoption of the FY2021 Fee Resolution, additional amendments and clarifications were necessary related to food vendor, sidewalk café and alcohol licensing. Additionally, the Council recently provided direction to implement a graduated fee increase for downtown parking permit fees. Staff has prepared a draft amended Fee Resolution for the Council's review and consideration.

PROPOSED ACTIONS: Conduct the public hearing and after considering testimony, approve the amended FY2021 Fee Resolution with or without changes; or take such other action deemed appropriate.

Riedner introduced the item as written above and detailed the change in business license inspection fees and downtown parking permit fees.

Mayor Lambert opened the public hearing at 7:09 p.m. Hearing no testimony the hearing was closed at 7:10 p.m.

There is no predetermination as to what the fee will be after three years and Council will review annually. The consensus of the PWF Committee on August 24 directed staff to bring an increase proposal forward to public hearing.

Sullivan moved and Bettge seconded to approve the amended FY2021 Fee Resolution. Roll Call Vote: Ayes: Five. Nays: One (Taruscio). Abstentions: None. Motion carried.

6. Proposed Pool Employee Stipend and Lifeguard Re/Certification Reimbursement for 2020 Pool Season (ACTION ITEM) - Dwight Curtis

During the 2020 season, many of the Hamilton-Lowe Aquatics Center (HLAC) employees waited throughout a considerable portion of the summer for a possible pool opening only to find out the pool would only be partially opening due to the COVID-19 pandemic. The window to obtain a summer job for many had passed while they were waiting for the decision on the opening of the pool. Employees who were able to continue with the pool faced drastically reduced work hours because of the limited opening.

In order to address this situation, Staff is recommending that employees who had been hired for the 2020 pool season be provided a small stipend as a good faith gesture to many of our community's young people who counted on employment at the HLAC during the 2020 pool season. Many of these employees will be recruited to fill HLAC positions next pool seasons year and even seasons to come. This gesture will convey that the City, the Parks and Recreation Department, and the Moscow community, and appreciates the efforts of these young people to prepare for the season and will help address the negative financial effects of the COVID-19 pandemic.

This item was reviewed by the Public Works Finance Committee on September 14, 2020 and recommended for approval.

PROPOSED ACTIONS: Authorize a \$150 stipend for each of the 69 pool employees for the 2020

pool season, as well as reimbursement for lifeguard certification up to \$164.50 (varies by employee), or take such other action deemed appropriate.

Curtis introduced the item as written above and said the original total has been updated in the Council packet. Riedner added this may be CARES Act eligible and staff is still researching. If it is not eligible, there are revenues in P&R fund that could cover the total.

Victoria Seever (Moscow), feels this is a good faith action and shows respect to the employees and is the right thing to do.

Taruscio moved to authorize a \$150 stipend for each of the 69 pool employees for the 2020 pool season, as well as reimbursement for lifeguard certification up to \$164.50 (varies by employee). Seconded by Zabala. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Resolution to Extend Amended Public Health Emergency Order 20-03 (ACTION ITEM) - Gary J. Riedner

On July 6, 2020, the City Council approved Resolution 2020-12, accepting and extending Mayor Lambert's Amended Public Health Emergency Order 20-03, requiring face coverings (masks) when in a public setting and the 6-foot physical distancing cannot be maintained and maintain a 6-foot social/physical distancing from non-household members when in public settings within the City of Moscow. On August 3, 2020, the City Council approved Resolution 2020-17 authorizing the continued acceptance and extension of the Mayor's Amended Public Health Emergency Order 20-03. Resolution 2020-17 expires at 11:59 p.m. on October 6, 2020. The attached Resolution extends Emergency Order 20-03 until January 5, 2021.

PROPOSED ACTIONS: Adopt the Resolution extending Amended Public Health Emergency Order 20-03 until January 5, 2021, or take such other action deemed appropriate.

Riedner described the item as written above. Staff reviewed the CDC, White House, State of Idaho, Idaho Department of Health and Welfare, and Gritman Medical Center websites to see what their recommendations were. Feedback from U of I, Gritman Medical Center, Latah County Commissioners, North Central Health District and Moscow School District. By bringing the resolution mid-September, it allows other entities adequate notice. The terms of the ordinance for emergency orders has limitations which includes a date certain for expiration.

Mayor Lambert said a number of emails were received both in support and against the extension of the resolution. He also clarified private versus public venues. Mayor Lambert read a letter received from Carol Moerhle, North Central Health District Director, supporting and requesting continuation of the mask mandate resolution to the end of the year. Mayor Lambert invited public comment.

Victoria Seever (Moscow) supports masks to keep the numbers down.

Kelly Zakariasen (Moscow) said masks create a divide and should be left to the individual.

Darin Mitchem (Moscow) does not support extension of masks as it is wreaks havoc on his high school students mental health and physical health. mandate pushes authority into ;restore our freedoms;

Tom Stephenson (Moscow) is concerned the next step is mandate of a vaccine.

Judy Buessing (Viola) doesn't feel the City Council should overstep when there are zero deaths.

Joel Cohen (Moscow) is concerned of future regulation and infringement of first amendment rights.

Laurie Jewett (Viola) feels masks are dividing people and should be free to wear or not wear.

Levi Wintz (Moscow) believes the mask mandate has an issue with legality and people should make the cost benefit analysis of possible death from COVID for themselves.

Amy Paul (Moscow) provided statistics and feels the resolution is overreach.

Heidi Scheibe (Moscow) feels Moscow has lost perspective on the issue, compared COVID deaths to flu deaths, and does not support masks.

Josh Cruz (Moscow) is against the extension of the resolution.

Tyler Antkowiak (Moscow) opposes the extension of the resolution and would like to have metrics and a definition of emergency.

Tim Eger (Moscow) feels masks are breaking down social aspect and wants to raise family without tyranny. Does not support extension.

Bess Blakey (Moscow) asked how many emails were received both for and against masks. She spoke on germs from her registered nurse perspective and requested the emergency order expire.

Sierra Valentine (Moscow) is in support of the mask mandate as she feels safer, especially with students back in town.

Dennis Pratt (Moscow) agrees with previous testimony against masks and feels it is instilling a fear that harms globally.

Rory Wilson (Moscow) feels the issue lands on different sides of the political aisle and suggests looking at different countries for protocols as there isn't enough evidence and science.

Elizabeth Landis (Moscow) why six-foot distance and masks in the council chambers as it is an either/or regulation. Riedner explained the chairs are set six feet apart and if you are sitting down, you may remove your mask. However, if you are moving about the chambers, the mask must be worn. Sullivan said she needs to set her feelings aside. Health experts are recommending extension of masks and that can't be ignored. She is in favor of the resolution extending the mask mandate.

Kelly said the Council has received emails from citizens on both sides of the mask mandate. She understands the issue of breathing but believes this is the direction Moscow needs to go.

Bettge commented masks are worn to protect others. Feels the zero deaths and low positive rate is due to the mask requirement. Once Moscow is in the CDC green zone, he suggests setting a timeframe for

removal and perhaps reconsider in mid-November when U of I students leave for break.

Taruscio doesn't believe ending the mandate as a good decision. She would like to see criteria for when it can be lifted. Show data that the community can support.

Zabala agrees there is a need for what constitutes an emergency and still supports the extension at this time. Elderly people and those with underlying medical conditions deserve to be able to safely exist in public spaces. This mask resolution extension makes that possible and is also freedom. What can be controlled is how citizens treat each other and doing the best we can.

Laflin said with masks, people feel more comfortable walking around town. There is an obligation to wear a mask to help those around you stay healthy. She is concerned with ending the mandate early due to people traveling during Thanksgiving and Christmas. A benchmark needs to be defined by major medical community.

Mayor Lambert expressed his appreciation for comments from citizens. Moscow is a great community and can come together to make this work. Masks are the right thing and best weapon against COVID.

Sullivan said Public Health Idaho North Central District has metrics at which they would support municipalities to mandate masks but feels those metrics would need to be used for Moscow and Pullman as we are one community.

Kelly moved to adopt the Resolution extending Amended Public Health Emergency Order 20-03 until January 5, 2021. Sullivan seconded. Taruscio inquired about adding benchmarking to the motion. Riedner said the emergency ordinance is as it is. Staff can review benchmarks and bring it forward to committee. If criteria can be decided by the Council, it can be used to gauge continuation of resolution or terminating early. Taruscio said she is in favor of the extension but would like to see progress or lack thereof in order to make an informed decision. Sullivan agrees and would still like to know what the community partners feel. Kelly proposed this emergency health order with the knowledge that there is ample time to work on benchmarks. Laflin is in favor of criteria and wants to be sure community partners are consistent with criteria and use public health data. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

8. Consideration of Extension of Resolution 2020-11 Allowing Temporary Expansion into Main Street Right-of-Way (ACTION ITEM) - Gary J. Riedner

On June 1, 2020, City Council passed and approved Resolution 2020-11 authorizing the temporary suspension of specific sections of Moscow City Code Title 9, Chapter 12, Sidewalk Café Regulations. The temporary program provided eating and drinking establishments and other merchants located in the Central Business District to provide increased opportunities for social distancing in order to comply with the Stay Healthy Order issued by Idaho Governor Brad Little and the Director of the Idaho Department of Health and Welfare Dave Jeppeson, to aid in achieving compliance with the Business Protocols and Guidelines issued through Rebound Idaho.

To date the City Clerk has issued sixteen temporary expansion permits. Two businesses asked for the removal of their expansion because 10-minute pickup spaces located in front of their businesses were determined to be more valuable to them than extra seating.

Because of the unseasonably warm weather that the region has been experiencing, it is anticipated that the current holders of expanded sidewalk café permits will want to extend the date of Resolution 2020-11 beyond the scheduled termination date of Sunday, October 4, 2020. In order to accommodate that extension, and to allow for the flexibility, staff has prepared the attached draft Resolution which extends the date of termination to December 1, 2020, unless terminated earlier administratively by the City Supervisor, as a result of safety concerns as a result of climate and weather conditions (including snow and ice conditions), after consultation with City staff charged with maintaining the public right-of-way.

PROPOSED ACTIONS: Approve Resolution to extend Resolution 2020-11 Allowing Temporary Expansion into Main Street Right-of-Way, or take such other action deemed appropriate.

Riedner introduced the item as written above. There has been concern regarding the continuation of take-out parking spaces. Staff was intending to keep them reserved but is looking for input from downtown businesses through the Chamber.

Bettge likes the program and asked if staff could review the potential of changing the City Code to allow right-of-way use for the full year during nice weather. Riedner responded there are issues between Third and Sixth with Farmers Market but those discussions are being discussed at the staff level. A downtown entertainment district can play into this.

Taruscio moved and Kelly seconded to approve the resolution to extend Resolution 2020-11 Allowing Temporary Expansion into Main Street Right-of-Way. Sullivan recused herself from this discussion. Zabala asked if the expansion could be indefinite at this time. Riedner said it would require a change to the City Code. Staff would need time to work on standards and work with businesses to determine what would work and what would not work. If Council would like to direct staff to look at the best parts of this temporary program and suggest Code changes for the future. Zabala would be in favor of that. Roll Call Vote: Ayes: Unanimous (Five). Nays: None. Abstentions: None. Motion carried.

REPORTS

City Council

Moscow Volunteer Fire Department – Laflin reported the department is in a structure transition.

Human Rights Commission – Laflin said the Commission is still working on the theme Intersectionality for the social justice in February.

Sustainable Environment Commission – Laflin discussing “Bee City” and the value of pollinators.

Moscow Tree Commission - Sullivan said the Commission received the Bee City report; “Caring for Your Trees” article was included in the water billing newsletter.

Moscow Transportation Commission – Sullivan reported the Commission had an overview of project updates; some changes in membership; and discussed goals and topics for future meetings.

Moscow Pathways Commission – Kelly said had their annual bike tour.

Planning & Zoning Commission – Kelly said the biggest discussion is 5G which will be coming to Council soon.

Fair and Affordable Housing Commission – Taruscio reported the Commission is working on a response to the housing study and ways the Regional Housing Leadership team and the FAHC can work together.

Parks & Recreation Commission – Taruscio said the Commission also heard the Bee City information and also discussed an idea for an RC car track in the city.

Moscow Urban Renewal Agency – Bettge said the Agency approved their annual budget.

SMART Transit – Bettge said the Board discussed status of fleet and availability for fixed routes and dial-a-ride; discussed a third route to begin in January.

Building Code Advisory Committee – Bettge reported the Committee is working through the international building and international residential codes, which include boarding housings and daycare regulations. Next review will be mechanical and electrical codes with presentation to Council in November.

Palouse Knowledge Corridor – Bettge said Brian Craft stepped up as President; the 501c3 designation in Idaho should be complete in January; working to transfer University Tech businesses into businesses based on Palouse.

Mayor

Mayor Lambert said there was a terminal meeting discussion with Mead and Hunt. The airport board discussed flights and other exciting ideas such as meeting with Sky West.

Staff

No report offered.

ADJOURN

By consensus of the Council, the meeting adjourned at 9:29 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, October 5, 2020



RESPONSIBLE STAFF	REVIEWED BY
Nate Suhr, Senior Engineering Technician	This was reviewed by the Public Works/Finance Committee on September 28, 2020 and recommended for approval.
ADDITIONAL PRESENTER(S)	OTHER RESOURCES

AGENDA ITEM TITLE

Moscow City-Wide Sidewalk Replacement Project FY2020 Bid Results and Contract Award - Nate Suhr

DESCRIPTION

The 2020 Moscow City-Wide Sidewalk Replacement Project will construct sidewalk and pedestrian ramp improvements in various locations with City funds and will perform additional sidewalk replacements under the Property Owner Assistance Program at the owner's expense. In the 2020 Sidewalk program four homeowners had expressed interest in the Property Owner Assistance Program and were included in the Bid Documents as Additional Alternatives A-D.

Three responsive bids were received on September 18th, 2020. Of the responsive bids received, numbers ranged from \$58,039.80 to \$112,591.02 for the Base Bid and Additional Alternatives. McCall's Classic Construction of Clarkston, Washington submitted the low bid on the project of \$58,039.80. The Engineer's Estimate for the project was \$60,530.49. After notifying the interested homeowners of the bid pricing two of the four interested parties (Add. Alt B & D) chose not to participate in the Property Owner Assistance Program.

STAFF RECOMMENDATION

Accept the low bid from McCall's Classic Construction including Base Bid and Additional Alternatives A and C, reject Additional Alternatives B and D, award the contract in the amount of \$54,709.60 and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$5,470.96).

PROPOSED ACTIONS

Accept the low bid including Base Bid and Additional Alternatives A and C and the rejection of Additional Alternatives B and D from McCall's Classic Construction, Inc., award the contract in the amount of \$54,709.60, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount (\$5,470.96).

FISCAL IMPACT

Funding for the project will be expended from Capital Projects - Sidewalk Program (350.150.40.770.73)

PERSONNEL IMPACT

This project will be managed and inspected by City Engineering staff.

ATTACHMENTS

1. 2020 City of Moscow Sidewalk Program Bid Tab
2. ConstructionAgreement_CoM_McCalls_Classic_final

Moscow City-Wide Sidewalk Replacement Project - 2020
Bids Opened 9/18/2020

				Engineers Estimate		Bid From: McCall's Classic Const.		Bid From: Knox Concrete LLC		Bid From: Germer Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total
1	Mobilization	1.0	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00
2	Excavation	65.0	CY	\$45.00	\$2,925.00	\$40.00	\$2,600.00	\$60.00	\$3,900.00	\$32.00	\$2,080.00
3a	Remove and Dispose of Bituminous Surface	50.4	SY	\$24.50	\$1,234.80	\$30.00	\$1,512.00	\$20.00	\$1,008.00	\$12.00	\$604.80
3b	Remove and Dispose of Concrete Sidewalk	43.6	SY	\$45.00	\$1,962.00	\$40.00	\$1,744.00	\$35.00	\$1,526.00	\$56.70	\$2,472.12
3c	Remove and Dispose of Concrete Curb (Type A)	108.8	LF	\$30.00	\$3,264.00	\$10.00	\$1,088.00	\$15.00	\$1,632.00	\$14.00	\$1,523.20
3d	Remove and Dispose of Concrete Curb and Gutter	21.1	LF	\$35.00	\$738.50	\$12.00	\$253.20	\$25.00	\$527.50	\$18.00	\$379.80
3e	Remove and Dispose of Concrete Vehicular Approach	8.9	SY	\$35.00	\$311.50	\$45.00	\$400.50	\$50.00	\$445.00	\$86.00	\$765.40
3f	Remove and Dispose of Concrete Pedestrian Ramp	22.6	SY	\$35.00	\$791.00	\$40.00	\$904.00	\$40.00	\$904.00	\$66.50	\$1,502.90
4	Construct Standard Concrete Sidewalk	220.4	SY	\$65.00	\$14,326.00	\$54.00	\$11,901.60	\$80.00	\$17,632.00	\$167.50	\$36,917.00
5a	Construct Concrete Type A Curb	108.8	LF	\$35.00	\$3,808.00	\$20.00	\$2,176.00	\$25.00	\$2,720.00	\$58.00	\$6,310.40
5b	Construct Concrete Rolled Curb	21.1	LF	\$40.00	\$844.00	\$25.00	\$527.50	\$30.00	\$633.00	\$69.00	\$1,455.90
6	Construct Reinforced Concrete Vehicular Approach	8.9	SY	\$105.00	\$934.50	\$72.00	\$640.80	\$100.00	\$890.00	\$302.00	\$2,687.80
7	Construct Concrete Pedestrian Ramp	39.6	SY	\$90.00	\$3,564.00	\$150.00	\$5,940.00	\$100.00	\$3,960.00	\$302.00	\$11,959.20
8	Hot Mix Asphalt Patching	11.7	TON	\$300.00	\$3,510.00	\$400.00	\$4,680.00	\$450.00	\$5,265.00	\$175.00	\$2,047.50
9	Truncated Domes Cast Iron	80.0	SF	\$100.00	\$8,000.00	\$50.00	\$4,000.00	\$45.00	\$3,600.00	\$75.00	\$6,000.00
10	Inlet Protection	6.0	EA	\$250.00	\$1,500.00	\$150.00	\$900.00	\$100.00	\$600.00	\$275.00	\$1,650.00
11	Traffic Control	1.0	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,900.00	\$5,900.00
				TOTAL	\$55,213.30	TOTAL	\$49,267.60	TOTAL	\$52,242.50	TOTAL	\$89,056.02

Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total	Price	Total	Price	Total
SP-17 A	217 E 6th Street	1.0	LS	\$2,623.33	\$ 2,623.33	\$3,308.00	\$3,308.00	\$2,500.00	\$2,500.00	\$8,435.00	\$8,435.00
SP-17 B	2712 Granville Street	1.0	LS	\$ 500.00	\$ 500.00	\$1,340.00	\$1,340.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00
SP-17 C	917 S Adams Street	1.0	LS	\$1,165.93	\$ 1,165.93	\$2,134.00	\$2,134.00	\$2,250.00	\$2,250.00	\$6,800.00	\$6,800.00
SP-17 D	521 N Moore Street	1.0	LS	\$1,027.93	\$ 1,027.93	\$1,990.00	\$1,990.00	\$2,200.00	\$2,200.00	\$5,800.00	\$5,800.00
				TOTAL	\$5,317.19	TOTAL	\$8,772.00	TOTAL	\$7,550.00	TOTAL	\$23,535.00

Total		Total		Total		Total	
Base Bids	\$55,213.30	Base Bids	\$49,267.60	Base Bids	\$52,242.50	Base Bids	\$89,056.02
Add. Alts.	\$5,317.19	Add. Alts.	\$8,772.00	Add. Alts.	\$7,550.00	Add. Alts.	\$23,535.00
	\$60,530.49		\$58,039.60		\$59,792.50		\$112,591.02

**CONSTRUCTION AGREEMENT
FOR MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2020
BETWEEN CITY OF MOSCOW, IDAHO
AND MCCALL'S CLASSIC CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR MOSCOW CITY-WIDE SIDEWALK REPLACEMENT PROJECT - 2020 BETWEEN CITY OF MOSCOW, IDAHO AND MCCALL'S CLASSIC CONSTRUCTION, INC. (hereinafter "Agreement"), dated this ____ day of _____, 2020, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and McCall's Classic Construction, Inc., 945 Beachview Boulevard, Clarkston, Washington 99403 (hereinafter "CONTRACTOR");

WITNESSETH:

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

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

WHEREAS, CITY has accepted CONTRACTOR's Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Advertisement for Bids;
2. Project Specifications titled:
Moscow City-Wide Sidewalk Replacement Project – 2020
City of Moscow Project No. 103-020
3. Bid/Proposal of CONTRACTOR, dated September 18, 2020, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. No Addendum issued prior to opening of Bid Proposal;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

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

ARTICLE 2. WORK

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

"Moscow City-Wide Sidewalk Replacement Project - 2020"

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall start no later than receipt of Notice to Proceed and shall be substantially completed by November 27, 2020. Work commenced at any particular site shall be completed within fourteen (14) calendar days, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

CONTRACTOR and CITY recognize that time is of the essence and that CITY will suffer financial loss if the Project is not completed within the time specified above, unless approved extensions thereof as permitted in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Project is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for Substantial Completion until the Project is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Project within the Time of Completion or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY One Half of One Percent (0.5%) of the Contract Sum for each day that expires after the time specified above for completion, until the Project is completed and ready for final payment.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Project in accordance with the Contract Documents in current funds in the amount of Fifty-Four Thousand Seven Hundred Nine and 60/100 Dollars (\$54,709.60) for Base Bid and Additional Alternatives A and C, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Fifty-Four Thousand Seven Hundred Nine and 60/100 Dollars (\$54,709.60) unless otherwise authorized by CITY in writing. Any work additional to the current Agreement shall be compensated in accordance with pricing terms specified in the Bid Proposal, and shall be agreed to by the Parties in writing. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

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

ARTICLE 6.
SCOPE OF SERVICES

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

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

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

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or

assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.

LICENSES AND ADHERENCE TO LAW REQUIRED

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

ARTICLE 11.

EMPLOYMENT DISCRIMINATION

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

ARTICLE 12.

LEGAL FEES

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

ARTICLE 13.

JURISDICTION, VENUE AND NONWAIVER

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

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

ARTICLE 14. SPECIAL WARRANTY

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

ARTICLE 15. COMMUNICATIONS

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

Contractor:

McCall's Classic Construction, Inc.
945 Beachview Boulevard
Clarkston, Washington 99403

City:

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

ARTICLE 16. NON-APPROPRIATIONS

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

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

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

ARTICLE 18. EXECUTION

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

CONTRACTOR

McCall's Classic Construction, Inc.

CITY

City of Moscow, Idaho

By:

Bill Lambert, Mayor

ATTEST:

By:

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, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for McCall's Classic Construction, Inc.

(seal)

Notary Public residing at: _____
My commission expires: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, October 5, 2020



RESPONSIBLE STAFF

Bob Buvel

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on September 28, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

n/a

AGENDA ITEM TITLE

Steve Vachon Troy Road Right-of-Way Dedication - Bob Buvel

DESCRIPTION

The Idaho Transportation Department (ITD) has plans to add a second eastbound lane to the east leg of the south couplet to allow two eastbound lanes through the intersection. As part of a development Mr. Vachon was planning at 211 Troy Road (the former site of Stubb's Seed Service), ITD, the City of Moscow and Mr. Vachon had developed an agreement to add the second eastbound lane along that highway frontage which included the dedication of the right-of-way by Mr. Vachon, construction of curbing and sidewalk by the City, and construction of the roadway by ITD. Mr. Vachon has since decided against developing the subject property and has decided to sell the property to another party. Mr. Vachon would like to complete the right-of-way dedication prior to completing the sale of the property.

STAFF RECOMMENDATION

Recommend acceptance of the right-of-way dedication.

PROPOSED ACTIONS

ACTION: Accept the right-of-way dedication.

FISCAL IMPACT

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

1. PROPOSED RIGHT OF WAY DEDICATION
2. US-95_SH 8 - Vachon - 2020-09-22(DRAFT2)
3. VAC01-dedication-8x11 EXHIBIT

PROPOSED RIGHT OF WAY DEDICATION

That portion of Quitclaim Deed 580681, situate in the Southwest quarter of the Northwest quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, City of Moscow, Latah County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Quitclaim Deed 580681, being at the intersection of the Southeasterly State Highway Right of Way (ROW) of US 95 and the Southwesterly ROW of SH 8 , thence South 59°16'48" East 12.79 feet to the **POINT OF BEGINNING**;

Thence along said Southwesterly ROW of SH 8 the following 5 courses:

1. South 59°16'48" East 38.33 feet
2. South 86°42'32" East 13.49 feet
3. South 42°15'54" East 135.92 feet
4. Along a curve to the left 178.06 feet with a radius of 1929.86, delta angle 5°17'12", chord bearing South 44°54'31" East and a chord length of 178.00 feet
5. South 40°12'11" East 115.14 feet

Thence departing said Southwesterly ROW of SH 8 North 49°54'54" West 62.39 feet;

Thence North 47°30'43" West 64.77 feet;

Thence North 45°07'09" West 74.31 feet;

Thence North 43°41'03" West 274.62 feet to the **POINT OF BEGINNING**

CONTAINING 6,696 Sq. Ft. or 0.15 acres, more or less

Prepared by: SynTier Engineering, Inc.

9-21-2020



DEED OF DEDICATION

MSV Holdings LLC., a company, 2109 Cambridge Ct, Moscow, Idaho 83843 (hereinafter "GRANTOR") for value received, do hereby convey and dedicate unto CITY OF MOSCOW, IDAHO, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho 83843 (hereinafter "GRANTEE") for public street, public utilities, and customary related public uses, the following described real property situated in the County of Latah, State of Idaho, to-wit:

A portion of Quitclaim Deed 580681, situate in the Southwest quarter of the Northwest quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, in the City of Moscow, Latah County, Idaho. Being more particularly described as follows:

Commencing at the Northwest corner of said Quitclaim Deed 580681, being at the intersection of the Southeasterly State Highway Right of Way (ROW) of US 95 and the Southwesterly ROW of SH 8, thence South 59°16'48" East 12.79 feet to the Point of Beginning;

Thence along said Southwesterly ROW of SH 8 the following 5 courses:

1. South 59°16'48" East 38.33 feet
2. South 86°42'32" East 13.49 feet
3. South 42°15'54" East 135.92 feet
4. Along a curve to the left 178.06 feet with a radius of 1929.86, delta angle 5°17'12", chord bearing South 44°54'31" East and a chord length of 178.00 feet
5. South 40°12'11" East 115.14 feet

Thence departing said Southwesterly ROW of SH 8 North 49°54'54" West 62.39 feet;

Thence North 47°30'43" West 64.77 feet;

Thence North 45°07'09" West 74.31 feet;

Thence North 43°41'03" West 274.62 feet to the Point of Beginning

Containing 6,696 Sq. Ft. or 0.15 acres, more or less

IN WITNESS THEREOF, GRANTOR has hereunto set its hand and seal this

_____ day of _____, 2020.

GRANTOR:

MSV HOLDINGS LLC

By: _____
Stephen H. Vachon
Manager, MSV Holdings LLC

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss.
County of Latah)

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared Stephen H. Vachon, in his official capacity of Manager and agent for MSV Holdings LLC., known to me to be the person named above, and acknowledged to me that he executed the foregoing document.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

GRANTEE:

CITY OF MOSCOW

ATTEST:

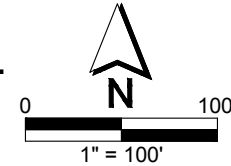
By _____
Bill Lambert, Mayor

Laurie Hopkins, City Clerk

“Exhibit A”

EXHIBIT

SECTION 17, TOWNSHIP 39 N, RANGE 05 W, B.M.
ROW DEDICATION MAP
CITY OF MOSCOW
LATAH COUNTY, IDAHO



REFERENCES

(R1) SURVEY FOR CA VENTURES,
INSTRUMENT No. 596458, 2019,
SURVEYOR: DUNN

(R2) QUITCLAIM DEED, INSTRUMENT No.
580681, 2016, MICHELE VACHON TO
MSV HOLDINGS, LLC

(R3) QUITCLAIM DEED, INSTRUMENT No.
575334, 2015, PALOUSE RIVER &
COULEE CITY RAILROAD, INC. TO MSV
HOLDINGS, LLC

+ CALCULATED
ANGLE POINT

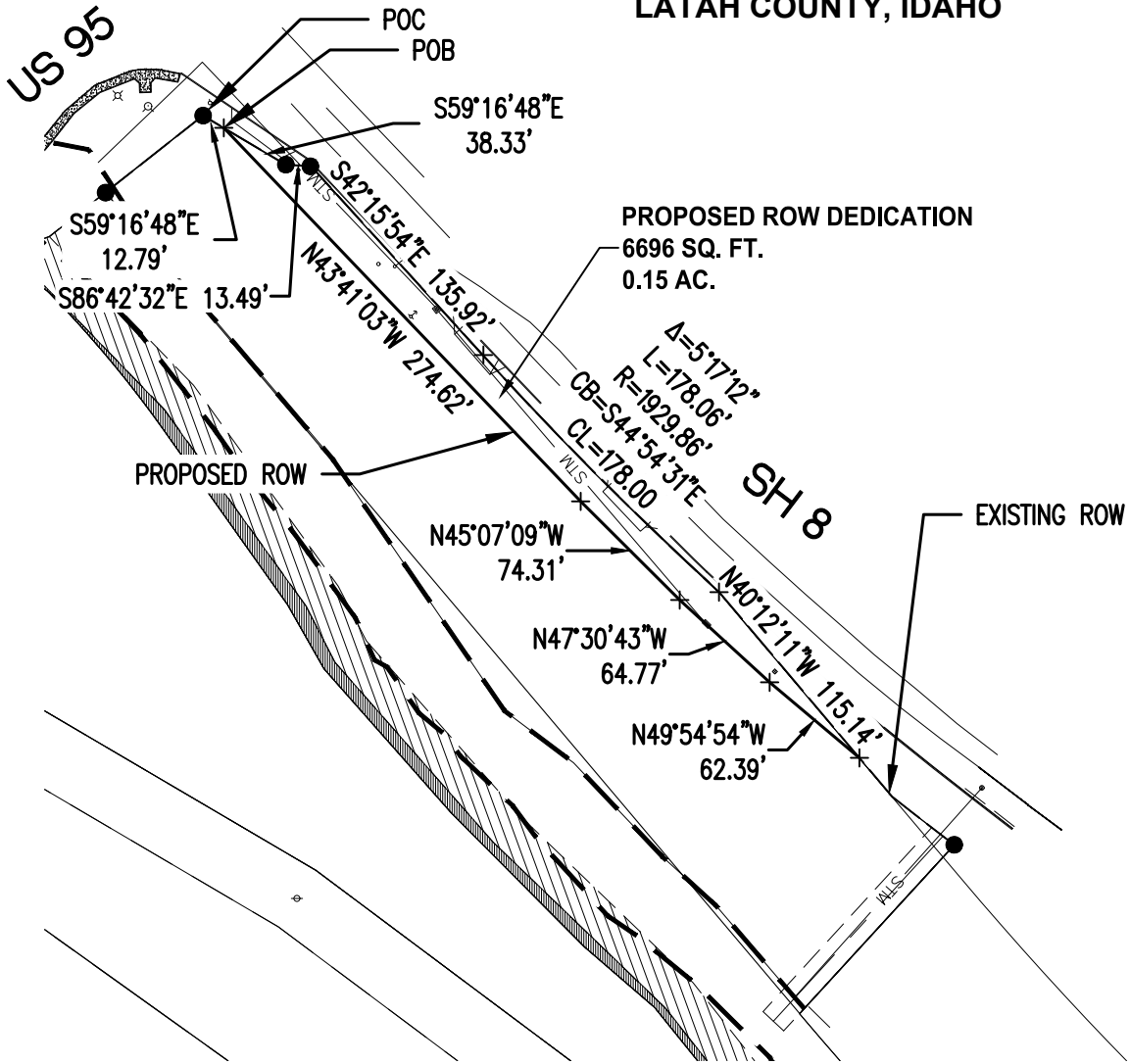
● FOUND 5/8"
REBAR WITH CAP



THIS EXHIBIT DOES NOT CONSTITUTE A
PROPERTY
BOUNDARY SURVEY

SYNTIER
Engineering, Inc.

405 SE Bishop Blvd, Suite 2
Pullman, WA 99163
www.SynTierEngr.com 509.339.6187



CITY COUNCIL STAFF REPORT

DATE: Monday, October 5, 2020



RESPONSIBLE STAFF

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

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on September 28, 2020 and forwarded to the City Council to conduct the utility hearing on October 5, 2020.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Utility Hearing for Local Highway Safety Improvement Program Third Street PH 1 & 2 (ACTION ITEM) - Nate Suhr / Alisa Anderson

DESCRIPTION

The Third Street Local Highway Safety Improvement Program Grant Phase I & II projects will replace broken and non-compliant sidewalks, adjust curbs to improve drainage, and install lighting to improve the illumination at the intersections on Third Street from Jackson Street to Lieuellen Street. As part of the construction process, franchise utility companies with infrastructure in the public right of way may be required to relocate portions of their infrastructure to accommodate the project.

To this end the franchise utility companies have been notified of the proposed project and given the opportunity to sign waivers and/or given an opportunity to provide input on the scope of work. Recently, many of the franchise utility companies have become uncomfortable signing the waivers which has resulted in the need to conduct a utility hearing to allow the utility providers an opportunity to provide comments upon the proposed project.

STAFF RECOMMENDATION

Conduct the utility hearing and upon consideration of testimony, affirm the requirement that the franchise utility companies accommodate the project and relocate the utility facilities (if needed) or as required during construction, for the Third Street Safety Project Phases I & II (Key Numbers 20430 & 21997).

PROPOSED ACTIONS

PROPOSED ACTIONS: Conduct the utility hearing and upon consideration of testimony, affirm the requirement that the franchise utility companies accommodate the project and relocate the utility facilities (if needed) or as required during construction, for the Third Street Safety Project Phases I & II (Key Numbers 20430 & 21997); or take other action as deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

This project will be designed and inspected by consultant engineering firms who are being managed by Engineering Department staff. The LHSIP grant will be managed by the Grants Manager.

ATTACHMENTS

1. KN 20483, 21997 Charter Spectrum Utility Hearing Waiver_20200922
2. KN 20483, 21997 Zply Utility Hearing Waiver_20200922
3. KN 20483, 21997 Avista Utility Hearing Waiver_20200922

September 22, 2020

Pat Turner
Charter Spectrum
8681 State Route 270
Pullman, WA 99163

RE: Project Nos. A020(483) & A021(997), Key Nos. 20483 & 21997
3rd St Safety PH I & II

Dear Pat,

The Local Highway Technical Assistance Council has retained Precision Engineering to prepare project plans for the City of Moscow. Moscow has a project located on 3rd Street from west of Lilly Street to east of Almon Street. You will find enclosed plans for this project. Utility dig line has been called and utility maps have been requested. Information received either by field locates and/or utility maps have been included on the plans.

If Charter Spectrum does not wish to object or protest the project at a Utility Hearing, please sign and return the enclosed Utility Hearing Waiver. As a reminder, a utility hearing is made available for each utility owner because a utility has a right by Idaho Code 40-312(3) to protest the construction of any federal aid project that affects their utility facilities by providing testimony. Testimony may be provided to the local agency. A utility owner may "waive" this right to protest by signing a waiver to a utility hearing.

If a signed Utility Hearing Waiver is not received by October 2, 2020, testimony may be provided at the scheduled hearing at the City of Moscow City Council Meeting scheduled for October 5, 2020 at 7:00 PM.

If you have any questions, please give me a call at (208) 938-1695.

Sincerely,
Precision Engineering



Joel Grounds, P.E., Principal Engineer

CC: Brian Wright, P.E.
Local Agency Contact

WAIVER OF UTILITY HEARING
For the City of Moscow

Project Nos. A020(483) & A021(997)
Key Nos. 20483 & 21997
3rd St Safety PH I & II
City of Moscow, Latah County, Idaho

I, the undersigned, represent **CHARTER SPECTRUM** for the project area. I have been fully informed concerning this project – *3rd St Safety PH I & II* – including the project’s effort on the Company’s utility.

We are aware that we have the right to present our objections at the hearing before the City of Moscow, and we hereby waive said right to a hearing.

BY: _____

TITLE: _____

DATE: _____

September 22, 2020

Brent Mulford
Zipty Fiber
122W E St.
Moscow, ID 83843

RE: Project Nos. A020(483) & A021(997), Key Nos. 20483 & 21997
3rd St Safety PH I & II

Dear Brent,

The Local Highway Technical Assistance Council has retained Precision Engineering to prepare project plans for the City of Moscow. Moscow has a project located on 3rd Street from west of Lilly Street to east of Almon Street. You will find enclosed plans for this project. Utility dig line has been called and utility maps have been requested. Information received either by field locates and/or utility maps have been included on the plans.

If Zipty Fiber does not wish to object or protest the project at a Utility Hearing, please sign and return the enclosed Utility Hearing Waiver. As a reminder, a utility hearing is made available for each utility owner because a utility has a right by Idaho Code 40-312(3) to protest the construction of any federal aid project that affects their utility facilities by providing testimony. Testimony may be provided to the local agency. A utility owner may "waive" this right to protest by signing a waiver to a utility hearing.

If a signed Utility Hearing Waiver is not received by October 2, 2020, testimony may be provided at the scheduled hearing at the City of Moscow City Council Meeting scheduled for October 5, 2020 at 7:00 PM.

If you have any questions, please give me a call at (208) 938-1695.

Sincerely,
Precision Engineering



Joel Grounds, P.E., Principal Engineer

CC: Brian Wright, P.E.
Local Agency Contact

WAIVER OF UTILITY HEARING
For the City of Moscow

Project Nos. A020(483) & A021(997)
Key Nos. 20483 & 21997
3rd St Safety PH I & II
City of Moscow, Latah County, Idaho

I, the undersigned, represent **ZIPLY FIBER** for the project area. I have been fully informed concerning this project – *3rd St Safety PH I & II* – including the project's effort on the Company's utility.

We are aware that we have the right to present our objections at the hearing before the City of Moscow, and we hereby waive said right to a hearing.

BY: _____

TITLE: _____

DATE: _____

September 22, 2020

Darrel Haarr
Avista Utilities
5702 WA-270
Pullman, WA 99163

RE: Project Nos. A020(483) & A021(997), Key Nos. 20483 & 21997
3rd St Safety PH I & II

Dear Darrel,

The Local Highway Technical Assistance Council has retained Precision Engineering to prepare project plans for the City of Moscow. Moscow has a project located on 3rd Street from west of Lilly Street to east of Almon Street. You will find enclosed plans for this project. Utility dig line has been called and utility maps have been requested. Information received either by field locates and/or utility maps have been included on the plans.

If Avista does not wish to object or protest the project at a Utility Hearing, please sign and return the enclosed Utility Hearing Waiver. As a reminder, a utility hearing is made available for each utility owner because a utility has a right by Idaho Code 40-312(3) to protest the construction of any federal aid project that affects their utility facilities by providing testimony. Testimony may be provided to the local agency. A utility owner may "waive" this right to protest by signing a waiver to a utility hearing.

If a signed Utility Hearing Waiver is not received by October 2, 2020, testimony may be provided at the scheduled hearing at the City of Moscow City Council Meeting scheduled for October 5, 2020 at 7:00 PM.

If you have any questions, please give me a call at (208) 938-1695.

Sincerely,
Precision Engineering



Joel Grounds, P.E., Principal Engineer

CC: Brian Wright, P.E.
Local Agency Contact

WAIVER OF UTILITY HEARING
For the City of Moscow

Project Nos. A020(483) & A021(997)
Key Nos. 20483 & 21997
3rd St Safety PH I & II
City of Moscow, Latah County, Idaho

I, the undersigned, represent AVISTA for the project area. I have been fully informed concerning this project – *3rd St Safety PH I & II* – including the project's effort on the Company's utility.

We are aware that we have the right to present our objections at the hearing before the City of Moscow, and we hereby waive said right to a hearing.

BY: _____

TITLE: _____

DATE: _____

CITY COUNCIL STAFF REPORT

DATE: Monday, October 5, 2020



RESPONSIBLE STAFF

Brian Nickerson

REVIEWED BY

This was reviewed by the Public Works/Finance Committee on September 28, 2020 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Authorization for Purchase of Mask Fitting Machine (ACTION ITEM) - Brian Nickerson

DESCRIPTION

The Moscow Volunteer Fire Department is requesting the authorization to purchase a mask-fitting machine, the Quality Guard Mask Fit Test Machine, which allows the Department to conduct annual required certifications for the fitting of Self-Contained Breathing Apparatus (SCBA). Previous certifications have been accomplished by borrowing a testing machine from a vendor, which is dependent upon availability of the machine. The Department's response to the COVID-19 pandemic has required members of the Department to wear N95 face masks. The borrowed testing machine does not have the ability to test N95 masks, while the requested machine has that capability. In addition, the purchase of the machine will provide mask-fitting services to other City departments, as well as opportunities for other local emergency services departments. Staff has determined that as an apparatus necessary to assist in the City's COVID-19 response, it is appropriate to seek reimbursement from the City's CARES Act allocation.

STAFF RECOMMENDATION

Approve the purchase of the Quality Guard Mask Fit Testing Machine, and seek reimbursement through the City's CARES Act allocation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the purchase of the Quality Guard Mask Fit Testing Machine, and seek reimbursement through the City's CARES Act allocation, or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Ellinwood Mask-Fit Machine Memo 9-24-2020
2. Mask-Fit Machine Request Info

memo

Moscow Volunteer Fire Department

To: Gary Riedner, City Supervisor
From: Dan Ellinwood, Division Chief/Fire Marshal
Date: 9/24/2020
Re: Purchase of Fit Test Machine

The Moscow Volunteer Fire Department is requesting to purchase a “Quality Guard Brand Mask Fit Testing Machine.” We have always performed mask fit testing for firefighters approved to use Self Contained Breathing Apparatus or SCBA. In the past we have had to borrow a machine to conduct this required annual testing. The machine we have borrowed in the past does not have the ability to fit test N95 masks. Due to the COVID-19 pandemic, our personnel have been required to wear N95 masks. Emergency service standards require that our firefighters and EMTs be properly fit tested for N95 masks. The purchase of this requested fit testing machine will allow us to properly fit test all members using N95 masks as well as give us the ability to fit test SCBA masks annually without having to borrow a machine. This machine will also benefit the police department, public works, as well as parks and recreation. The MVFD has been in communication with our neighboring volunteer fire departments on the numerous benefits of us possessing this machine in the Moscow area, including the ability to help smaller local volunteer fire departments with their own fit test needs. We greatly appreciate your consideration to purchase this machine in this most critical time when emergency personnel are adapting to new forms of personal protective equipment.

MEMO

To: Gary Riedner, City Supervisor
From: Brian R. Nickerson, Fire Chief
Subject: Mask Fit Testing machine CARES Fund
Date: July 29, 2020

As we previously had a brief conversation this is a follow-up to that conversation regarding the need for the mask fit testing request through the CARES Fund if possible.

As you may or may not be aware, prior to the use of any mask being used either for an SCBA or N95 the person should be mask fit tested to ensure the proper size of mask to be utilized for the best protection. In addition, each person who would be wearing a mask is required to be mask fit tested on an annual basis for each mask to ensure the size originally is still current.

Currently we utilize and rely on a vendor to schedule the use of a mask fit testing machine which can create some scheduling challenges between volunteers and residents and allowing ample time to complete the process. Over the last several years we have obtained the machine with short notice and limited time to conduct such test for our volunteers and staff.

Who benefits from this machine?

Not only will the fire department benefit from this machine but also the Police Department, Public Works, Parks and Recreation and others which also includes our outlying partners such as Potlatch, Troy, Genesee, Deary and so forth.

The proposed combination testing machine will be beneficial for both MSA SCBA masks as well as N95 mask. This will assist in streamlining the process for testing as well as have the capability to test throughout the year any department as the need arises.

The quote provided is for a complete set for testing both SCBA and N95 and also includes a 5-year warranty. The availability and the multi-faceted testing in itself will prove beneficial to a majority of the departments who have this same need. The fire department would be the primary user and have the most members to utilize and have this need on a regular basis throughout the year. We would intend to collaborate with the other department throughout the year to schedule testing on an annual basis or as the need arises.

In addition, we are currently working on a Respiratory Protection Program for all users in the city that has a need for the use of an SCBA or N95 in the work that they do which will comply with OSHA 29 CFR 1910.134. The draft has not been completed to pass on to your office as of yet, however Captain Williams has been working with other departments for input into the program and the needs along those lines.

If you have any questions please let me know.

Thank you for the consideration.



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800) 680-1220
Fax: (651) 490-3824
Web: www.TSI.com
Email: answers@TSI.com

Page 1 of 3

Quotation

Quote Contact

Scott Williams
Tel: 208-883-7082
Email: swilliams@ci.moscow.id.us

Bill-To-Party

Moscow Fire Dept
603 S Main St
Moscow ID 83843

Ship-To-Party

Moscow Fire Dept
603 S Main St
Moscow ID 83843

Make PO Out To: TSI Inc.

Quotation Number 20176658
Quotation Date 06/25/2020
Customer No 5695394
Cust. Ref.
Incoterms 2010 CPT: Prepay & Add
Consignee's Premises
Payment Term SUBJECT TO CREDIT APPROVAL
Valid To 12/05/2020
Currency USD
Method of Payment PO, Visa, Amex, Mastercard
Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T PortaCount Model 8048-T; w/ Tablet Respirator Fit Tester Includes: Carry Case; AC Adapter with Universal Plug Set; 8026 Particle Generator (115 VAC); Alcohol Cartridge; Alcohol Fill Capsule; Storage Cap; (2) Zero Check Filters; 3/16" and 1/4" Hose Adapters; (2) Spare Alcohol Wicks; (100) Sampling Probes; (100) Lock Washers; Probe Insertion Tool; Neck Strap; 8016 Alcohol Supply containing (16) 30mL Bottles of Reagent Grade Isopropyl Alcohol; FitPro Ultra Fit Test Software; Microsoft® Surface Go® Tablet; WiFi USB Adapter; USB-A & USB-C Cable; and 2-Year Warranty	1.00 EA	13,400.00	13,400.00
2	B2B5-8048 QG B2B Warranty, 5-Yr, PortaCount 8048 Quality Guard Bumper-To-Bumper 5-year Warranty Contract for Annual Clean and Calibration, as well as Repair Services. TSI covers the cost of standard ground shipping to return the instrument from TSI. Fast Track (expedited) Service included. This B2B Warranty Contract is not applicable when the TSI Service Group has determined that misuse and/or abuse has occurred to the instrument. All 5-year Warranty contracts will be valid for 60 months, from the date of instrument shipment and are linked to the serial number of the instrument. B2B Warranty Contracts are applicable to new instrument sales only. This B2B Warranty Contract is non-transferable, and no other instrument serial number will be accepted for service.	1.00 EA	4,680.00	4,680.00



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800) 680-1220
Fax: (651) 490-3824
Web: www.TSI.com
Email: answers@TSI.com

Page 2 of 3

Quotation

Bill-To-Party
Moscow Fire Dept

Quotation Number 20176658
Quotation Date 06/25/2020

Item	Material/Description	Quantity	Unit Price	Amount
	NOTE: THE OPTIONAL 5 YEAR CONTRACT INCLUDES YEARLY CLEANING/CALIBRATION AND ANY UNLIMITED REQUIRED REPAIRS WHICH WILL TYPICALLY SAVE YOU 15%. FAST-TRAK EXPEDITED SERVICE IS ALSO INCLUDED and TSI PAYS FOR THE RETURN SHIPPING COST.			
3	8025-34 Mask Sample Adaptor Kit, MSA G1 Mask FIT TEST ADAPTOR KIT FOR MSA G1 FULLFACE MASK	1.00 EA	315.00	315.00
4	8025-N95R Fit Test Probe Refill Kit for 8025-N95 Refill Kit for 8025-N95 Sampling Probe Kit For fit testing disposable filtering-facepiece respirators. Includes: 500 Probes, 500 Push Nuts (no tools).	1.00 EA	145.00	145.00
5	8025-16 Fit Test Adapter Kit - 3M Fit Test Adapter for most 3M masks. Includes Disposable components for 200 fit tests including: (200) Clips, (200) Suction Cups, (2) P100 Filters, Case, and Instructions.	1.00 EA	325.00	325.00

Sub Total 18,865.00

Tax 851.10

Total Amount 19,716.10

*Delivery: Est. Shipping 3-4 weeks ARO, Subject to Prior Order.

**Freight Terms: Prepay and Add

***TSI accepts payment by purchase order, Visa, MasterCard
and American Express.

****If you wish to place an order, please fax your order to TSI Incorporated to 651-490-3824 or email it to orders@tsi.com. Please make your purchase order payable to "TSI Incorporated".

*****If your organization is tax exempt, please send a copy of your certificate along with your order

Please contact me with any questions:

Long Yang
Technical Sales Specialist - PortaCount/DustTrak
(Cell) 206-552-4015
long.yang@tsi.com

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel:(800)680-1220
Fax:(651)490-3824
Web:www.TSI.com
Email:answers@TSI.com

Page 3 of 3

Quotation

Bill-To-Party
Moscow Fire Dept

Quotation Number 20176658
Quotation Date 06/25/2020

Item	Material/Description	Quantity	Unit Price	Amount
------	----------------------	----------	------------	--------

This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

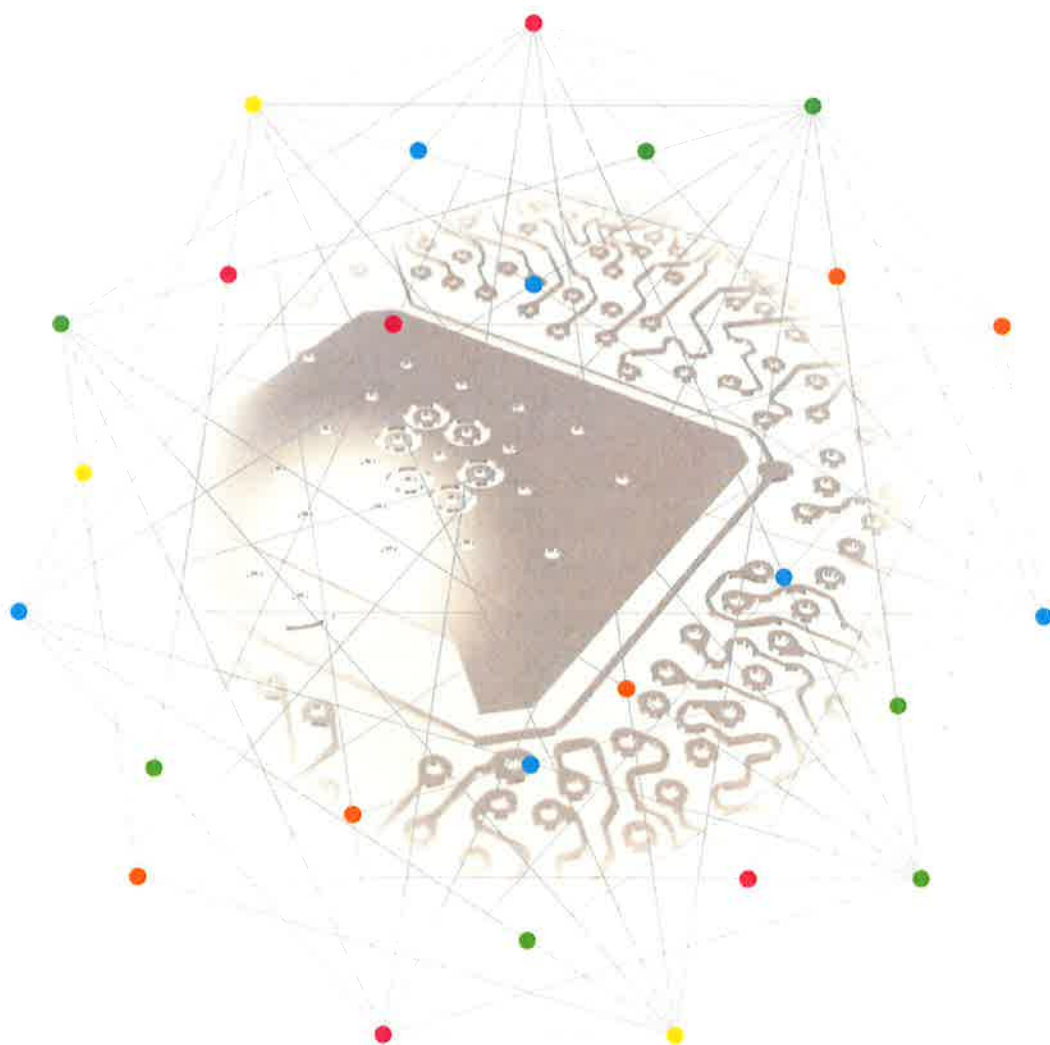
Long Yang
TSI Incorporated

Date 06/25/2020

TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>
For payment terms, complete credit application at <http://www.tsi.com/credit-app/>

PROTECT YOUR INVESTMENT...

QUALITYGUARD™ SERVICE CONTRACTS



UNDERSTANDING, ACCELERATED

QUALITYGUARD SERVICE CONTRACTS

TSI's comprehensive line of instruments set the standard for reliability and accuracy. Protect your investment now and in the future with a TSI QualityGuard™ Calibration or Bumper-to Bumper (B2B) Warranty Contracts.

At TSI we understand that data quality problems and downtime can seriously impact your work. TSI QualityGuard Calibration and B2B Warranty Contracts are designed to ensure your instruments are properly cleaned, calibrated, repaired and are operating at peak performance.

What is a Calibration Contract? Is it the Same Thing as a Warranty?

A warranty merely protects the buyer against defects in materials and workmanship. The TSI Calibration Contract expands on the warranty coverage benefit by providing annual factory calibration. TSI Calibration Contracts are available in two-year and three-year terms. Contract becomes valid for use 30 days after purchase. See matrix chart for further QualityGuard Calibration Contract details.

What is a Bumper-To-Bumper (B2B) Extended Warranty Contract? How is it different from a Calibration Contract?

The B2B Warranty Contract protects the buyer against defects in materials and workmanship for an extended period beyond the instrument's base warranty period. It expands the coverage benefit by providing both annual factory calibration and repair services throughout the extended warranty period. TSI B2B Warranty Contracts are available in three-year and five-year terms. Contract becomes valid for use 30 days after purchase. See matrix chart for further QualityGuard B2B Warranty Contract details.

Bumper-To Bumper (B2B) Extended Warranty Contracts do not include replacement past base warranty period for these consumable parts

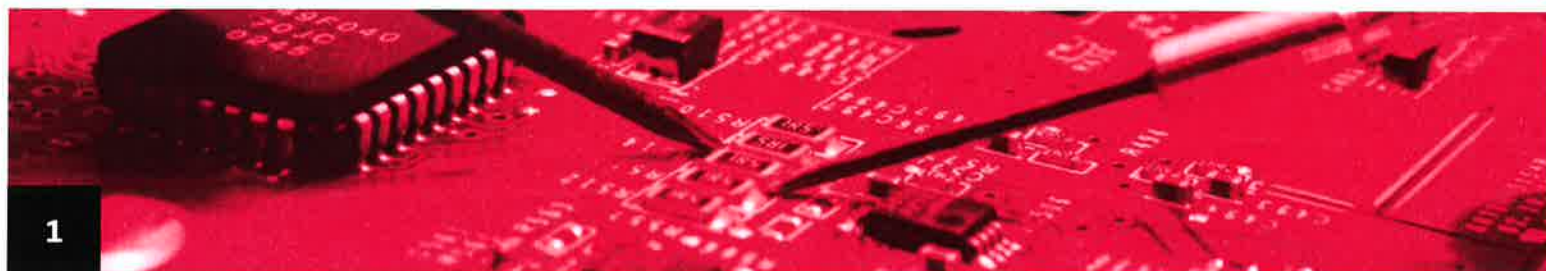
- + Batteries (internal or external)
- + Pumps (internal or external pump module pumps)
- + Carry Cases

Standard Warranty	
+ 2 year contract term + Standard with new equipment + Comprehensive TSI performed repair	
2 Year Contract Term	
Repairs (years 1 and 2)	Unlimited for defects in materials and workmanship
Calibrations (years 1 and 2)	No coverage, purchase separately

QualityGuard Calibration Contract	
+ 2 or 3 year contract term + Available for new or presently owned equipment + Comprehensive TSI performed repair and calibration	
2 Year Contract Term	
Repairs (years 1 and 2)	Unlimited for defects in materials and workmanship (as provided for under standard warranty)
Calibrations (years 1 and 2)	Maximum of 2 during contract term
3 Year Contract Term	
Repairs (years 1 and 2)	Unlimited for defects in materials and workmanship (as provided for under standard warranty)
Repairs (year 3)	No coverage
Calibrations (years 1, 2 and 3)	Maximum of 3 during contract term

QualityGuard Bumper-To-Bumper Warranty	
+ 3 or 5 year contract term + Available for new or newly upgraded equipment + Comprehensive TSI performed repair and calibration	
3 Year Contract Term	
Repairs (years 1, 2 and 3)	Unlimited for defects in materials and workmanship
Calibrations (years 1, 2 and 3)	Maximum of 3 during contract term
5 Year Contract Term	
Repairs (years 1, 2, 3, 4 and 5)	Unlimited for defects in materials and workmanship
Calibrations (years 1, 2, 3, 4 and 5)	Maximum of 5 during contract term

Non-transferable by serial # and/or customer. As found inspection testing/report. Technical support via phone or email. Factory repair service based on comprehensive inspection and failure analysis.



PROTECT YOUR DATA ACCURACY



Why Do I Need a TSI Service Contract?

- + **Upfront Fixed Costs.** Budgeting made simple. No need to procure additional funding for annual calibration and repairs. A TSI Calibration or B2B Warranty Contract guarantees your costs are fixed no matter what happens to TSI Service prices in the future.
- + **Optimal Performance.** Regular service and calibration is the best way to ensure optimal performance during critical projects.
- + **Instrument and Firmware Updates.** TSI is committed to continual product improvement. Improvements are implemented to products on an on-going basis, some of which are available to customers at no additional charge when their instruments are returned for annual maintenance and calibration. QualityGuard ensures your instrument is up to date.
- + **Quality.** TSI strives to meet or exceed our customers' needs and expectations through continual improvement of our processes, products and services. Our Quality System is registered to ISO 9001:2008, and TSI uses NIST traceable analytical tools and NIST traceable standard reference materials to check-out and calibrate instruments.
- + **Technical Expertise.** No one knows more about a product than the manufacturer. TSI has invested in sophisticated instrumentation to allow our experienced service technicians to check-out, test, calibrate and repair our instruments with unparalleled precision.
- + **Value.** TSI has a vested interest in having an installed base of well-serviced and calibrated instrumentation. We've priced our QualityGuard Calibration and B2B Warranty Contracts to be an incentive for routine calibration and extended warranty services.

What Does a TSI Calibration Contract Cover?

The QualityGuard Calibration Contract can be purchased in two- or three-year terms and includes:

- + As found inspection testing/report
- + Technical support via phone or e-mail
- + Annual factory calibration, consisting of the following procedures:
 - Review written RMA instructions or explanation of problem from customer
 - Initial inspection
 - Clean instrument
 - Inspect and replace consumable components as needed
 - Leak check (if applicable)
 - Update manual, software and firmware as necessary
 - Calibrate flow rates, voltages and temperature control (if applicable)
 - Align optics (if applicable)
 - Span calibrate gas sensors (if applicable)
 - Zero check (if applicable)
 - Calibration Certificate
 - Final electrical checkout and performance verification

What Does a TSI B2B Warranty Contract Cover?

The QualityGuard B2B Warranty Contract can be purchased in three- or five-year terms and includes:

- + As found inspection testing/report
- + Technical support via phone or e-mail
- + Factory repair service, based on failure analysis
 - Review written RMA explanation of problem from customer
 - Instrument inspection and failure analysis
 - Conduct Warranty repair service based on failure analysis findings
- + Annual factory calibration, consisting of the following procedures:
 - Review written RMA instructions or explanation of problem from customer
 - Initial inspection
 - Clean instrument
 - Inspect and replace consumable components as needed
 - Leak check (if applicable)
 - Update manual, software and firmware as necessary
 - Calibrate flow rates, voltages and temperature control (if applicable)
 - Align optics (if applicable)
 - Span calibrate gas sensors (if applicable)
 - Zero check (if applicable)
 - Calibration Certificate
 - Final electrical checkout and performance verification
 - Consumable Parts not covered under warranty

What Instruments are Available for Coverage?

QualityGuard TSI Service Contracts are offered on many different models of new TSI instruments. Previously purchased instruments may also be eligible for coverage. Contact TSI representatives or TSI directly to find out what TSI instruments have Service Contracts.

How Do I Send My Instrument Back for Calibration?

To return an instrument for calibration, fill out the on-line return material authorization (RMA) form at the TSI web site: www.tsi.com. This on-line process will provide you with shipping information, and an RMA number to track the repair. If you have any trouble completing the on-line form, just call 1-800-874-2811 and one of our customer specialists will be happy to assist you.

How Do I Buy a QualityGuard TSI Service Contract?

Find out which TSI instruments have Service Contracts available, or to order, contact your nearest representative, distributor or sales office. If you don't know which office handles your territory, then contact our corporate headquarters. Our staff will put you in contact with the appropriate sales representative. Terms and conditions are available on the website. Visit www.tsi.com/qualityguard for more information and to find out if your TSI instruments qualify.



UNDERSTANDING, ACCELERATED

TSI Incorporated - Visit our website www.tsi.com for more information.

USA Tel: +1 800 874 2811
UK Tel: +44 149 4 459200
France Tel: +33 4 91 11 87 64
Germany Tel: +49 241 523030

India Tel: +91 80 67877200
China Tel: +86 10 8251 6588
Singapore Tel: +65 6595 6388

CITY COUNCIL STAFF REPORT

DATE: Monday, October 5, 2020



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

REVIEWED BY

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Palouse Basin Aquifer Committee Alternative Water Supply Management Contract (ACTION ITEM) - Tyler Palmer

DESCRIPTION

For several years the Palouse Basin Aquifer Committee (PBAC) has been evaluating water supply alternatives to relieve pressure on the existing aquifers. A comprehensive analysis report has identified the most promising alternatives. PBAC has identified the need to retain a consultant to provide professional management services to further refine the alternatives, and to assist PBAC in developing a proposal to the Idaho Water Resource Board (IWRB) to fund the \$60-\$86 million project. Although PBAC has the funding for the contract, PBAC relies upon its contributing partner agencies to provide administrative services for contracts. PBAC has requested the City of Moscow to issue the RFP and provide administrative services for the consultant agreement. This came before City Council Administrative Committee on March 9, 2020 and received the unanimous consensus of the Committee and was to be placed on the City Council consent agenda. Unfortunately, due to an administrative oversight, it was not scheduled and approved by City Council. In the meantime, the RFP was issued, and PBAC selected a successful consultant, Alta Science and Engineering of Moscow. Staff has prepared a Professional Services Agreement between the City and Alta, as well as a Financial Agreement between PBAC and the City. The Financial Services Agreement obligates PBAC to be responsible for the funding of the City-Alta agreement. The funding from PBAC has already been received by the City.

STAFF RECOMMENDATION

- (1) Approve the Financial Agreement between the Palouse Basin Aquifer Committee and the City of Moscow; and
- (2) Approve the Professional Services Agreement between the City of Moscow and Alta Science and Engineering.

PROPOSED ACTIONS

- PROPOSED ACTIONS:** (1) Approve the Financial Agreement between the Palouse Basin Aquifer Committee and the City of Moscow; and
- (2) Approve the Professional Services Agreement between the City of Moscow and Alta Science and Engineering; or
 - (3) Take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. memo-PBAC Alternative Water Supply Memo of Explanation 10.1.20 (Palmer memo)
2. Alternative_Water_Supply_Project_Manager_RFP
3. Professional Services Agreement for Alternative Water Supply Project
4. PBAC Financial Agreement



Memo

To: Gary J. Riedner, City Supervisor

From: Tyler Palmer, Deputy City Supervisor – Public Works and Services

c: Kyle Steele, Environmental Services Manager; Bill Belknap, Deputy City Supervisor – Community Planning and Design; Mike Parker, Public Utility Manager – Water; Anne Zabala, PBAC Council Liaison

Date: October 1, 2020

Re: Palouse Basin Aquifer Committee Alternative Water Supply Management Agreement

The Palouse Groundwater Basin underlies an approximately 500 square mile area of north central Idaho and eastern Washington. Over 60,000 residents of the basin rely on groundwater as the sole source for their municipal supply. Water levels in the lower Grande Ronde aquifer system have been declining since measurements began in the early 1900's. In the 1960's water level concerns resulted in the creation of the Pullman-Moscow Water Resources Committee, a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin. The group formed to study the aquifer systems in the basin and provide recommendations to the entities for management of the resource.

In 1992, the committee, now known as the Palouse Basin Aquifer Committee (PBAC), in conjunction with the Idaho Department of Water Resources (IDWR) and the Washington Department of Ecology (Ecology), enacted a groundwater management plan for the basin. The plan included voluntary pumping targets as well as a call for continued pumping and water level monitoring and research involving hydrogeologic characterization and alternative water supply options.

Implementation of the plan has resulted in 13% decline in pumping since 1992, even though the population has grown by over 35%. There is increased awareness among basin residents of the importance of using the resource wisely. Unfortunately, although the rate of decline has lessened and individuals are using less, water levels continue to go down. The committee has come to the realization that additional demand management and augmented supply strategies will need to be implemented to stabilize water levels and ensure a long term, quality water supply for the basin residents.

In 2015, PBAC hired a consultant team to evaluate previously studied water supply projects to determine the most promising supply alternatives to meet current and future water supply demand. In March 2017, the consultant team completed the Palouse Groundwater Basin Water Supply Alternatives Analysis Report, which identified the four most promising water supply alternatives. The report is available on PBAC's website: <http://palousebasin.org>.

PBAC continues to refine the alternatives toward a goal of selecting a viable alternative or a set of alternatives by late 2020/early 2021 to help position PBAC's water supply project in the Idaho Department of Water Resources future water project funding cycle. The estimated capital cost of the four alternatives ranges from \$60 million to \$86 million.

PBAC identified funding to be used to retain professional management services to further refine these water supply alternatives and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) regarding alternatives. Although able to fund these activities, PBAC relies on member entities to provide administrative services for contracts. On March 9, 2020, the City Council Administrative Committee was asked to recommend approval of an RFP to be issued by the City of Moscow on behalf of PBAC for project management services, and to contract directly with the successful proposer. PBAC would provide the necessary funding for the consultant agreement, and agreed to submit that funding prior to the City's execution of the agreement.

PBAC subsequently identified a successful proposer, Alta Science and Engineering of Moscow, to provide professional services. An agreement, including project scope and compensation, has been negotiated with Alta. As noted above, the agreement is between the City and Alta, with the City providing administrative management of the consultant's work.

A separate agreement has been negotiated between the City and PBAC, whereby PBAC has provided the funding necessary for the Alta agreement.

Due to some confusion, the original RFP approval was not addressed at a City Council meeting. Staff is seeking the Council's approval of the agreement with PBAC to provide funding for the Alta agreement, and also for the agreement between the City of Moscow and Alta.

CITY OF MOSCOW, IDAHO

REQUEST FOR PROPOSAL (RFP)

FOR

Palouse Groundwater Basin Alternative Water Supply Project: Project Management Services

Submit Proposal to:
City of Moscow
Attn: Tyler Palmer, Deputy City Supervisor
PO Box 9203
Moscow, Idaho 83843
E-mail: tpalmer@ci.moscow.id.us

Deadline – 5:00 p.m. PDT, May 29, 2020

Introduction

The Palouse Groundwater Basin underlies an approximately 500 square mile area of north central Idaho and eastern Washington. Over 60,000 residents of the basin rely on groundwater as the sole source for their municipal supply. Water levels in the lower Grande Ronde aquifer system have been declining since measurements began in the early 1900's. In the 1960's water level concerns resulted in the creation of the Pullman-Moscow Water Resources Committee (hereinafter "PMWRC"), a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin. The group formed to study the aquifer systems in the basin and provide recommendations to the entities for management of the resource.

In 1992, the committee, now known as the Palouse Basin Aquifer Committee (hereinafter "PBAC"), in conjunction with the Idaho Department of Water Resources (hereinafter "IDWR") and the Washington Department of Ecology (hereinafter "Ecology"), enacted a groundwater management plan for the basin. The plan included voluntary pumping targets as well as a call for continued pumping and water level monitoring and research involving hydrogeologic characterization and alternative water supply options.

Implementation of the plan has resulted in 13% decline in pumping since 1992, even though the population has grown by over 35%. There is increased awareness among basin residents of the importance of using the resource wisely. Unfortunately, although the rate of decline has lessened and individuals are using less, water levels continue to go down. The committee has come to the realization that additional demand management and augmented supply strategies will need to be implemented to stabilize water levels and ensure a long term, quality water supply for the basin residents.

In 2015, PBAC hired a consultant team to evaluate previously studied water supply projects to determine the most promising supply alternatives to meet current and future water supply demand. In March 2017, the consultant team completed the *Palouse Groundwater Basin Water Supply Alternatives Analysis Report*, which identified the four most promising water supply alternatives. The report is available on PBAC's website: <http://palousebasin.org>.

PBAC continues to refine the alternatives toward the goal of selecting a viable alternative or a set of alternatives by late 2020/early 2021 to help position PBAC's water supply project in the Idaho Department of Water Resources future water project funding cycle. The estimated capital cost of the four alternatives ranges from \$60 million to \$86 million.

Additionally, PBAC recently contracted for a LEAP (Legislative, Executive, Administrative, Political) Analysis to better identify, inform and engage key stakeholders about the water supply alternatives project. That work is expected to be complete in May 2020. Other community outreach work includes the creation and implementation of the PBAC Stakeholder Engagement

Group (SEG). Palouse Basin community members are currently being identified and invited to serve on the SEG.

The City of Moscow (hereinafter “CITY”) is requesting proposals on behalf of PBAC for project management services to further refine these water supply alternatives and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) that meets the Board’s expectations (See Scope of Work, below).

PBAC is receptive to working with an individual project manager or a project management team.

Scope of Work

Project Management

Project administration and management, including regular coordination with PBAC on project updates, etc.

- Facilitate project meetings and other activities in order to refine and identify a viable alternative or set of alternatives for IDWR funding consideration.
- Work closely with PBAC and other contracted consultants and help support related and ongoing research, including water supply alternatives data gap work.
- Identify interim steps for each alternative to break (scalable) the alternatives into smaller segments.
- Assimilate LEAP Analysis findings and ongoing SEG outreach. Provide updated information and ensure SEG stays current on water supply alternatives. Help address community interests and issues/concerns.
- Identify required tasks and milestones needed to reach Idaho Water Resource Board deliverables, which include:
 - Have an alternative selected or combination of alternatives (or specific action steps identified to do so)
 - Price tag (including the amount that will be matched)
 - Demonstration that we have done work to gain community support
 - Identification of (other) funding resources and matching dollars
- Evaluate and determine unknown work/tasks and advise PBAC on other necessary actions/steps required to meet PBAC’s goal.
- Provide monthly email progress reports for review at regularly scheduled PBAC meetings.
- Submit quarterly progress reports to PBAC.

Deliverables

- Regular communication and coordination with PBAC.
- A final summary report and presentation including conclusions and next steps will be provided to PBAC upon completion of this project and no later than December 2021.

Project funding will be provided by PBAC. PBAC will function as the lead organization for the project, the City of Moscow will act as contract administrator, and IDWR and Ecology will provide technical assistance, if necessary. Funding for this project is contingent upon continuing sponsoring entity fiscal year (July-June) funding allocations.

- The selected party will identify a project manager for this work who will reside locally or be available to travel to the basin approximately once per quarter and present a progress report or oral presentation at a regular PBAC meeting. The project manager is expected to be available by phone or in-person at monthly PBAC progress meetings in order to provide regular updates.
- PBAC reserves the right to add additional tasks related to this Request for Proposals and associated pursuit and refinement of an Alternative Water Supply Project.

Proposal Requirements

Interested parties must submit ten (10) hard copies and one (1) electronic (Adobe.pdf format) copy of a proposal containing the following minimum information:

- A. A description of your firm, including work history on similar projects, and hydrogeologic or water-related engineering experience in the Palouse Basin or the Columbia Plateau. Identify experience on large-scale water supply project(s), including current status of the project(s) and consultant's role with project(s). Highlight Idaho and/or Washington water resources experience.
- B. A proposed approach.
- C. An estimate of time required to complete the work by December 2021.
- D. The names, qualifications and utilization of key personnel who will be assigned to this project. Identify current availability of project manager or project management team members, and ability to devote required time to this effort.
- E. A description of project management procedures that will be used to assure adherence to the budget and delivery schedule.
- F. A description of the procedure for internal quality assurance/quality control.
- G. The name, title, address, and telephone number of individual(s) with authority to negotiate and execute contracts and who may be contacted during the evaluation process.

The proposal shall be limited to 15 pages, not including the cover letter, resumes of key individuals, or section dividers. To be considered for award of this work, sealed proposals must be received at the City of Moscow office shown below no later than 5:00 PM local time, May 29, 2020. Late proposals will not be considered. Proposals should be mailed to:

By Mail:

City of Moscow
Attn: Tyler Palmer, Deputy City Supervisor
PO Box 9203
Moscow, Idaho 83843

In Person:

Moscow City Clerk's Office
206 E. Third Street
Moscow, Idaho 83843

A pre-proposal conference will be held through Zoom video conferencing: <https://uidaho.zoom.us/j/96448833011> beginning at 12:00 PM, on Tuesday, May 19th, at which time background information will be provided and questions posed will be addressed. **Please email your questions to Korey Woodley, at kwoodley@uidaho.edu by Thursday, May 14th at 5PM to ensure your questions are answered. Additional questions may be asked at the conference if time allows.**

Special Conditions

A. General Terms

This request for proposals does not commit CITY to enter into an agreement, to pay any costs incurred in the preparation of the proposal or subsequent negotiations, or to contract for the project. All information furnished in this request for proposals was gathered from sources deemed to be reliable. No representation or warranty is intended as to the accuracy or completeness of the information contained herein and CITY reserves the right to alter or cancel this request for proposals.

This Request for Proposal (RFP) is intended to provide Proposers with a common, uniform set of instructions to assist them in the development of their proposals and to provide a uniform method for CITY and PBAC to fairly evaluate proposals. CITY assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this process. In addition, CITY will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by CITY other than those given in writing by the Deputy City Supervisor through the issuance of addenda. In no event may a Proposer rely on any oral statement by CITY or CITY's agents, advisors, or consultants. It is the full responsibility of the Proposer to thoroughly investigate the needs/requirements of CITY.

B. Reservation of Rights

The issuance of this request for proposals does not constitute an agreement by CITY that any services agreement will actually be entered into by CITY. CITY expressly reserves the right to:

- o Waive any immaterial defect or informality in any proposal or procedure.
- o Reject any or all proposals.
- o Reissue the request for proposals
- o Invite additional respondents to the request for proposals.
- o Complete the services contemplated by this request for proposals by any other means.
- o Request additional information and data from any or all respondents.
- o Extend the date for submission of proposals.
- o Supplement, amend, or otherwise modify the request for proposals and cancel this request with or without the substitution of another request for proposals.

C. **Negotiation Rights**

The acceptance of a proposal and invitation to negotiate an agreement does not commit CITY to accept any or all of the terms of the proposal. Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms.

D. **Right to Disqualify**

CITY reserves the right to disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data. Further, CITY reserves the right to disqualify any respondent on the basis of any real or apparent conflict of interest. By responding to this request for proposals, the respondent agrees that any finding by CITY of any fact in dispute related to this request for proposals or the responses thereto shall be final and conclusive except as provided herein.

E. **Preparation Costs**

Each respondent will be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the respondents in response to this RFP will become the property of CITY and will not be returned. As such, they constitute public records which may be delivered to a person making an appropriate request for public records. The selected respondent will be responsible for all costs incurred by it during negotiations.

F. **Affirmative Action Requirements**

Respondent, by submission of a response, agrees to not discriminate against any worker, employee, subcontractor, or any member of the public because of age, sex (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, national origin, honorably discharged veteran or military status, the presence of any

sensory, mental or physical disability, or use of a service animal by a person with disabilities, or otherwise commit an unfair employment practice and further agrees to comply with all Federal, State, and City equal employment opportunity requirements.

Evaluation and Selection

Selection of the party shall be based on the following evaluation criteria:

1. Capability to perform the work including party's history, areas of expertise, and commitment to provide necessary resources to perform and complete the project within the expected project time frame (50 pts);
2. Relevant project experience including similar work performed by the party and clients for which similar work has been performed during the past five years (include name and phone number for appropriate contact persons) (50 pts);
3. Qualifications of project team including experience of key personnel to be assigned to the project and subcontractors (if any) team organization, roles of key personnel, and location of assigned personnel (250 pts);
4. Project approach including how the party proposes to execute each task required to complete the scope of the work, unique aspects of the proposed approach, and alternative approaches that PBAC may want to consider (300 pts);
5. Demonstrated ability to manage the tight timeframe and scheduling aspects of the project (250 pts); and
6. Completeness of proposal (100 pts).

A pre-selected evaluation committee will review and evaluate each proposal based on consideration of those factors set forth above. The evaluation committee may select based solely on the ranked RFPs or it may decide to short list two or three firms and hold interviews. The determination on whether to have interviews as part of the selection process will lie solely with the evaluation committee. An additional maximum of up to 400 pts will be awarded to each party interviewed, if interviews are conducted. Upon selection, a contract will be developed between CITY's administrative representative and the selected party.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER
SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA
SCIENCE AND ENGINEERING, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Agreement"), is made and entered into this _____ day of _____, 2020, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

W I T N E S S E T H :

WHEREAS, CITY intends to contract with CONSULTANT for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project (hereinafter "Project"); and

WHEREAS, CITY intends to hire CONSULTANT for project management services to further refine the water supply alternatives identified in the *Palouse Groundwater Basin Water Supply Alternatives Analysis Report* and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) that meets the Board's expectations for Project;

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

SECTION I: THE PROJECT

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

SECTION II: 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.

SECTION III: COMPENSATION

- A. CONSULTANT shall perform all work necessary to complete Project for an amount not to exceed one hundred forty-nine thousand nine hundred ninety-five dollars (\$149,995).
- B. Other Considerations Regarding Fees and Costs.

CONSULTANT shall provide monthly invoices for the work completed which shall be reviewed by CITY. The determination of percent of Project work completed shall be made by CITY.

SECTION IV: SCOPE OF WORK and CONSULTANT RESPONSIBILITIES

CONSULTANT shall complete the entire work on Project. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards.

CONSULTANT shall report progress no less than once every one (1) month to PBAC.

Project Management

Project administration and management, including regular coordination with PBAC on project updates, etc. The general scope of work includes:

- Facilitation of project meetings and other activities in order to refine and identify a viable alternative or set of alternatives for Idaho Department Water Resource (hereinafter “IDWR”) funding consideration.
- Work closely with PBAC and other contracted consultants and help support related and ongoing research, including water supply alternatives data gap work.
- Identify interim steps for each alternative to break (scalable) the alternatives into smaller segments.
- Assimilate LEAP Analysis findings and ongoing SEG outreach. Provide updated information and ensure SEG stays current on water supply alternatives. Help address community interests and issues/concerns.
- Identify required tasks and milestones needed to reach Idaho Water Resource Board deliverables, which include:
 - Have an alternative selected or combination of alternatives (or specific action steps identified to do so)
 - Price tag
 - Demonstration that we have done work to gain community support
 - Identification of (other) funding resources and matching dollars
- Evaluate and determine unknown work/tasks and advise PBAC on other necessary actions/steps required to meet PBAC’s goal.
- Monthly email progress reports available for review at regularly scheduled PBAC meetings.

Deliverables

- Regular communication and coordination with PBAC.

- A final summary report and presentation including conclusions and next steps will be provided to PBAC upon completion of this project and no later than December 2021. Project funding will be provided by PBAC. PBAC will function as the lead organization for the project, UI will act as contract administrator, and IDWR and Ecology will provide technical assistance, if necessary. Funding for this project is contingent upon continuing sponsoring entity fiscal year (July-June) funding allocations.
- CONTRACTOR will identify a project manager for this work who will reside locally or be available to travel to the Basin approximately once per quarter and present a progress report or oral presentation at a regular PBAC meeting. The project manager is expected to be available by phone or in-person at monthly PBAC progress meetings in order to provide regular updates.
- PBAC reserves the right to add additional tasks related to the pursuit and refinement of an Alternative Water Supply Project.

SECTION V: CITY RESPONSIBILITIES

CITY, at no extra charge to CONSULTANT, shall provide requested documents relevant to the Project, if available.

SECTION VI: PROJECT SCHEDULE

CONSULTANT shall achieve final completion of Project on or before December 31, 2021. In the event of unavoidable delays beyond CONSULTANT's control, CONSULTANT, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of CONSULTANT's knowledge of such delays.

SECTION VII: 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 VIII: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, 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 without cause and without further liability to CONSULTANT except as designated by this

section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, including direct expenses and including a percentage of the fixed fee based upon the work completed.

B. Termination of Project.

If any portion of Project covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION IX: INSURANCE

A. CONSULTANT's Errors and Omissions Insurance.

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services. Should CONSULTANT or any of CONSULTANT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CONSULTANT has obtained Errors and Omissions Insurance in the amount of Five Hundred Thousand Dollars (\$500,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of PROJECT. CITY shall receive notice of any pending termination of said insurance within five (5) days of first notice to CONSULTANT.

B. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

SECTION X: 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 arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONSULTANTS or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of CONSULTANT or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from

any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

SECTION XI: CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONSULTANT shall immediately disclose such conflict to the Project Manager (Palouse Basin Aquifer Committee).

SECTION XII: 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 XIII: LICENSES AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that they possess 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 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 XIV: 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, 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, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including internship. 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 XV: LEGAL FEES

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

SECTION XVI: JURISDICTION, VENUE AND NONWAIVER

This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho. 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 a right, or a waiver of any subsequent breach.

SECTION XVII: SPECIAL WARRANTY

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

SECTION XVIII: COMMUNICATION

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

Contractor:	Alta Science and Engineering, Inc	City:	City of Moscow
	Derek Forseth, CEO		Tyler Palmer, Deputy City Supervisor
	220 E. Fifth Street, Suite 325		206 East Third Street
	Moscow, Idaho 83843		P O Box 9203
			Moscow, Idaho 83843

SECTION XIX: 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 XX: APPROVAL REQUIRED AND SEVERABILITY

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

SECTION XXI: EXECUTION

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

CONSULTANT

CITY

City of Moscow, Idaho

By: _____
Derek Forseth, CEO
Alta Science and Engineering, Inc.

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 _____.

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

**FINANCIAL AGREEMENT
BETWEEN CITY OF MOSCOW, IDAHO AND
PALOUSE BASIN AQUIFER COMMITTEE
FOR
PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY
PROJECT**

This Financial Agreement (hereinafter "Agreement"), dated as of October, 1st, 2020, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843, (hereinafter "CITY") and Palouse Basin Aquifer Committee a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin (hereinafter "PBAC"). CITY and PBAC may be referred to herein individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H :

WHEREAS, CITY has agreed to be the administrator for the Professional Services Agreement for the Alternative Water Supply Project (hereinafter "Services Agreement") on the terms set out in the Services Agreement, Attached as Exhibit A;

WHEREAS, PBAC has agreed to fund the costs for said Services Agreement; and

WHEREAS, this Agreement sets out the financial arrangement between the Parties as to, PBAC providing a lump sum payment to CITY before the commencement of services by Consultant and the CITY's duty to use the lump sum money received from PBAC to pay the Consultant for the work detailed in the Services Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Reimbursement Agreement, the Parties agree as follows:

SECTION I: PAYMENTS/REIMBURSEMENTS

- A. Lump sum Payment. Upon selection of the Consultant and prior to CITY's execution of the Professional Services Agreement between Consultant and CITY for consulting services for the Palouse Groundwater Basin Alternative Water Supply Project, attached as Exhibit A, PBAC shall provide CITY the lump sum cost of the Project before execution of the Agreement and before any work is to commence.
- B. Reimbursement Payments. CITY shall pay Consultant from the lump sum amount received by PBAC pursuant to the agreed payment schedule in the attached Services Agreement.

SECTION II: RECORDS MAINTENANCE

CITY will maintain records that sufficiently and properly reflect all payments made to Consultant per the Services Agreement. These records shall be subject to inspection, review or audit upon request by PBAC.

SECTION III: LIABILITY

Each Party to this Reimbursement Agreement shall be responsible for its own acts and the acts of its officers, employees and agents. No Party to this Agreement shall be responsible for the acts of others. For the purposes of this Agreement, the officers, employees, or agents of each Party who are engaged in the performance of this Agreement will continue to be officers, employees, or agents of that Party and shall not be considered for any purpose to be officers, employees, or agents of any other Party.

SECTION IV: EFFECTIVE DATE AND DURATION

A. Effective Date.

This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement.

B. Duration.

This Agreement shall be in effect until completion of the Project as outlined in Exhibit A.

SECTION V: DISPUTE RESOLUTION/GOVERNING LAW

A. In the event that a dispute arises under this Agreement, attempts will first be made to resolve any disputes through mediation with a mediator agreed upon by the Parties. If the Parties are unable to resolve any disputes through mediation, any remedies including litigation may be pursued.

B. 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 a right, or a waiver of any subsequent breach.

SECTION VI: ASSIGNMENT

The payment to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by any Party in whole or in part, without the express prior written consent of all other Parties, which consent shall not be unreasonably withheld.

SECTION VII: WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Reimbursement Agreement.

SECTION VIII: NOTICES

All notices, demands, requests, or other communications required to be given or sent to the Parties under this Reimbursement Agreement will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

PBAC

Paul Kimmel
University of Idaho
875 Perimeter Drive MS 3301
Moscow, ID 83844-3301

CITY OF MOSCOW

Tyler Palmer
206 East 3rd Street
P.O. Box 9203
Moscow, ID 83843

Each Party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

SECTION IX: WILLFUL BREACH

Upon CITY becoming entitled to a Reimbursement Payment, PBAC shall have no further liability in connection with the valid termination of the Service Agreement (other than the obligation to pay the City Reimbursement Payments pursuant to this Reimbursement Agreement), whether under the Service Agreement or this Reimbursement Agreement or otherwise to City or its agents; provided that nothing herein shall release any Party from liability (including any monetary damages or other appropriate remedy) for Willful Breach or fraud.

SECTION X: AMENDMENTS, SEVERABILITY, AND COMPLETE AGREEMENT

A. Amendment.

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

B. Severability.

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

C. Complete Agreement.

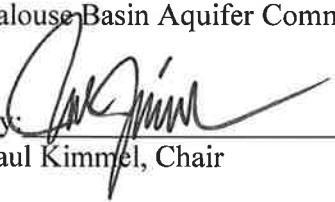
This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

SECTION XI: EXECUTION

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

PBAC

Palouse Basin Aquifer Committee

By: 

Paul Kimmel, Chair

CITY

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss:
County of Latah)

On this 1 day of October, 2020, before me, a Notary Public in and for said State, appeared Paul Kimmel, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Palouse Basin Aquifer Committee.



Kelly Kimberling Gilder
Notary Public for Idaho
Residing at Moscow, IDAHO
My commission expires: July 22, 2022