

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
December 14, 2020**

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. Due to the rise in COVID-19 cases in the area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. Per the modified Stage 2 of the Idaho Rebounds Plan, the number of attendees at any one time is limited to no more than 10. We appreciate and encourage public participation. 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.

REGULAR AGENDA

1. Approval of November 23, 2020 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

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

Presentation of the Accounts Payable Report for the month ending November 2020. An updated September report with final FY2020 revenue figures is also attached.

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

3. Lot Line Adjustment: 1212 and 1226 W Pullman Road (ACTION ITEM) - Aimee Hennrich

The applicant, the Connelly family, is requesting a lot line adjustment between two properties located at 1212 and 1226 Pullman Road. The proposed lot line adjustment would increase the lot addressed as 1212 Pullman Road from 25,564 sf to 28,079 sf in size and reduce the lot addressed as 1226 Pullman Road from 29,926 sf to 27,411 sf in size. The applicant is requesting the lot line adjustment after a recent survey revealed that the building on the north lot (1212 Pullman Road) is encroaching onto the southern lot (1226 Pullman Road). The southern lot currently contains Zips Restaurant and the northern lot contains a portion of the Hope Center Thrift Store. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. As a result of the proposed lot line adjustment, the Hope Center will no longer be encroaching upon the common property line and will meet all setback requirements of the MB Zone.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

4. Master Agreement Extension for Professional Services with Aspect Consulting (ACTION ITEM) - Kyle Steele

In May of 2016, the firm of Cardno-GS (now Aspect Consulting) of Yakima, Washington was selected by a Statement of Qualifications rating committee to assist the City of Moscow in the structuring and eventual implementation of a Stormwater Utility. In September of 2016, the City executed a Master Agreement for Professional Services with Aspect and completed a Comprehensive Stormwater User Fee Study in anticipation of the National Pollutant Discharge Elimination System (NPDES) Phase II MS4 Permit that was issued by the United States Environmental Protection Agency and became effective October 1, 2019.

The Master Agreement with Aspect expired September 30, 2020. Staff anticipates executing an additional task order for Professional Services this winter to assist with the MS4 Permit requirements.

PROPOSED ACTIONS: Recommend approval of the Master Agreement Contract Extension for Professional Services with Aspect Consulting, or provide staff further direction.

REPORTS

CARES Act Reimbursement Update – Gary J. Riedner / Alisa Anderson

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday,
November 23, 2020**

3:00 PM

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

The meeting was called to order at 3:00 p.m.

PRESENT: Art Bettge, Gina Taruscio, Anne Zabala (Virtual)

OTHERS: Mayor Bill Lambert (Virtual), Council Member Maureen Laflin (Virtual)

STAFF: Gary Riedner, Justin Goodwin (Virtual), Michael Ray (Virtual), Laurie Hopkins (Virtual), Taylor Riedner (Virtual)

REGULAR AGENDA

1. Approval of November 9, 2020 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

The minutes were approved as presented.

2. Ordinance Amending Moscow City Code Title 7, Chapters 1, 4, 7, 10, 12, 15, and 16 Regarding Construction Regulations (ACTION ITEM) - Justin Goodwin

In 2019, the Idaho Legislature adopted the 2018 International Building, Residential, Mechanical, Existing Building, Fire, and Energy Codes for the construction regulations for Idaho. All local jurisdictions are required to adopt the codes adopted by the State by January 1, of 2021. Beginning in July, the Moscow Building Department Staff and the Building Code Advisory Committee conducted four meetings to review the proposed changes to the International Codes as adopted by the State of Idaho and recommended adoption with some modifications. The proposed ordinance would adopt the 2018 International Codes with the modifications proposed by Staff and the Building Code Advisory Committee. The proposed ordinance has been scheduled for public hearing before City Council at the Council's upcoming December 7, 2020 meeting.

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 7, 2020 meeting; or provide staff further direction.

Goodwin introduced the item as written above. Per Idaho Statutes, the International Residential Code (IRC) must be adopted by local jurisdictions in full with no amendments, with the exception of design standards in chapter one. The International Fire Code is proposed to have modifications to addressing as driveways serving more than one address is causing some difficulties during emergencies. Many of the residential regulations can now be removed from the Moscow City Code because the IRC now includes them. Needing no discussion, the Committee recommended that it be placed on the Council regular agenda.

3. University of Idaho Emergency Services Agreement Renewal (ACTION ITEM) – Gary J. Riedner

The City of Moscow has been providing the University of Idaho emergency response services by contract since 1966. The current Master Agreement for Services was renewed in October 2017 for a term of three (3) years. Staff has been working with the University of Idaho to negotiate the renewal of the Agreement. Changes from the current Master Agreement include:

1. That the initial contract amount for FY2021 will be the same as the contract amount for FY2020 (\$1,460,775), with subsequent increases of 1% in FY2022; 2% in FY2023 and 3% in FY2024 and in subsequent fiscal years.
2. Five (5) year term and renewal.
3. Some additional details regarding the timing of the UI's financial participation in the upcoming purchase of the ladder truck are being discussed and will be completed prior to final approval by the City Council and UI.

The University will be presenting the Master Agreement for Services to the State Board of Education/UI Board of Regents at its December Board meeting.

PROPOSED ACTIONS: Recommend approval of the draft Master Services Agreement with the University of Idaho, or provide staff further direction.

Riedner presented the item as written above and gave a brief history of emergency services between the City and University. The five-year renewal provides stability and predictability for both the University and the City. The University has indicated they have no issue with funding half of the ladder truck. The Committee recommends approval and that it be placed on the Council regular agenda.

REPORTS

Paradise Creek Flood Hazard Study – Mike Ray

In 2017, the City of Moscow experienced flooding events that encouraged an application for a Flood Hazard Mitigation Grant. Upon approval of the grant, the City wanted to explore potential flood hazard mitigation alternatives and a viable method to resolve flooding issues. The Paradise Creek Flood Hazard Mitigation Study will include a survey of current conditions and the development of alternatives of the impacted areas. The survey area includes upstream of Mountain View Park to the Paradise Creek crossing of the Troy Highway near the intersection of Styner and White Avenue. This study is anticipated to take approximately 14 months to complete. A Technical Advisory Committee was formed and comprised of various city stakeholders as well as city staff. The first meeting was held last week to discuss the mission of the committee as well as address the study's goals and schedule future meetings. The next meeting will be held in March of 2020 to discuss data gathered and preliminary alternatives. The final meeting will be held in August of 2021 to cover results and potential mapping changes. There will be 2 virtual open houses held in December 2020 to invite the community and stakeholders to discuss the project and provide background information. The October 2021 open house will discuss the results for mitigation alternatives and potential mapping changes. Currently the Committee is in the process of gathering current and historical data and reviewing and inspecting existing stormwater detention facilities and operations. Ground survey data will be collected through a contract of JUB Engineers and in order to do so they need right of entry permission from 148 properties. Lidar data will be conducted to provide a 3D model of the terrain for an accurate

representation of the stream. There will be a project website to allow virtual participation in open houses and provide project updates. The end result of this project could assist with remapping the current flood plains and with future projects that have to meet flood plain requirements and optimize grant funding opportunities.

ADJOURN

The meeting adjourned at 3:35 p.m.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, December 14, 2020



RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Disbursement Report November 2020 (ACTION ITEM) - Sarah Banks

DESCRIPTION

Accounts Payable Report for the month ending November 30, 2020. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$3,077,274.85.

Payroll	\$1,113,501.00
Professional Services	\$86,274.00
Sanitation	\$380,296.00
Capital Outlay	\$635,451.00
Capital Outlay - Improvements	\$71,653.00
Capital Outlay - Buildings	\$224,894.00
Supplies	\$88,940.00
Utilities	\$73,582.00
Contractual Payments	\$298,765.00
ACH Wells Fargo	\$24,356.00
Total	\$2,997,712.00

STAFF RECOMMENDATION

Sign the Disbursements Report for the month of November 2020.

PROPOSED ACTIONS

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

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Revenue Report November 2020
2. Disbursement Report November 2020

3. Cash & Investments Nov 2020

RECEIPTS REPORT FOR November 2020

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	6,513.99	70,796.35	31,275.98	0.00	137,168.96	12,787.39	34,853.45	22,901.21	1,000.00	4,410.77	321,708.10
105	STREETS	1,069.68	0.00	0.00	0.00	24,491.89	0.00	0.00	0.00	0.00	0.00	25,561.57
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	3,846.81	0.00	0.00	-88.50	-2.00	0.00	3,756.31
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,340.71	0.00	0.00	0.00	0.00	0.00	0.00	5,340.71
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,474.30	0.00	0.00	0.00	0.00	0.00	1,474.30
220	WATER	0.00	0.00	0.00	0.00	475,785.69	0.00	3,449.53	0.00	0.00	0.00	479,235.22
230	SEWER	0.00	0.00	0.00	0.00	590,209.25	0.00	1,119.58	484.38	0.00	0.00	591,813.21
240	SANITATION	0.00	0.00	0.00	0.00	407,854.27	0.00	0.00	23,750.00	0.00	0.00	431,604.27
290	FLEET	0.00	0.00	0.00	0.00	78,905.22	0.00	0.00	0.00	0.00	0.00	78,905.22
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	111,976.00	0.00	0.00	56.24	0.00	0.00	112,032.24
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	4,421.54	3,308.00	0.00	0.00	7,729.54
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	1,081.72	0.00	0.00	0.00	1,081.72
590	BOND & INTEREST	1,049.66	0.00	0.00	0.00	0.00	0.00	4.79	0.00	0.00	0.00	1,054.45
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	8,633.33	70,796.35	31,275.98	5,340.71	1,831,712.39	12,787.39	44,930.61	50,411.33	998.00	4,410.77	2,061,296.86

DISBURSEMENTS REPORT FOR NOVEMBER 2020														
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS	
		11/5/2020	11/12/2020	11/19/2020	11/19/2020	11/19/2020	11/25/2020	11/25/2020	11/9/2020	11/17/2020	11/6/2020	11/20/2020		
		00001.11.2020	00002.11.2020	00004.11.2020	00005.11.2020	00006.11.2020	00007.11.2020	00009.11.2020	11/23/2020 00003.11.2020 00008.11.2020	11/19/2020 00003.11.2020 00004.11.2020	00100.11.2020	00200.11.2020		
CHECK #'s		96427-96501	96502-96527	96528-96598	96599	96600	96601-96640	96641	November CC ACH's		96509 96561	21332-21342	21343-21352	
Fund #	ACH for Wells Fargo to be Imported													0.00
101	GENERAL	273,461.27	13,350.17	3,284.52			29,369.94		4,465.16	(543.00)	323,450.32	345,445.08		992,283.46
105	STREETS	8,316.59	21,045.57	35,254.97			580.00		20.98		28,053.27	26,262.62		119,534.00
120	RECREATION AND CULTURE	4,693.04	4,725.98	4,802.60			4,692.88		6,157.40		60,314.00	57,221.11		142,607.01
121	MSD COMM. PLAY FIELDS	153.37	87.53				85.72		167.06		2,953.58	2,021.57		5,468.83
123	1912 CENTER			7,916.67										7,916.67
128	TRANSIT CENTER	846.47	137.70	101.98										1,086.15
220	WATER	21,837.02	27,262.22	26,160.13			1,658.54		1,018.50		49,259.51	48,758.49		175,954.41
230	SEWER	23,029.71	80,053.73	54,290.31		4,942.40	10,068.74		3,495.22	(4,942.40)	45,493.25	48,423.77		264,854.73
240	SANITATION	105,249.02	29.29	257,147.47							5,516.95	5,615.23		373,557.96
290	FLEET	5,417.08	3,619.23	12,088.50			3,981.63		2,923.45		11,936.00	11,991.66		51,957.55
295	INFORMATION SYSTEMS	1,905.00	7,696.61				12,327.84	881.98	6,108.18		20,378.17	20,406.53		69,704.31
320	WATER CAPITAL PROJECTS	504,231.02		53,225.48		53,225.48	1,138.84			(53,225.48)				558,595.34
330	SEWER CAPITAL PROJECTS													0.00
340	SANITATION CAPITAL PROJ													0.00
350	CAPITAL PROJECTS	19,930.76	36,086.22	235,656.09	10,761.90		22,081.36			(10,761.90)				313,754.43
355	LID CONSTRUCTION													0.00
380	HAMILTON - PARKS & REC													0.00
590	BONDS & INTEREST													0.00
TOTAL		969,070.35	194,094.25	689,928.72	10,761.90	58,167.88	85,985.49	881.98	24,355.95	(69,472.78)	547,355.05	566,146.06		3,077,274.85

WIRE Transfers:

Brandy Sullivan

Gina Taruscio

Sandra Kelly

Sarah L. Banks, Finance Director

City of Moscow
Cash and Investments
Balances as of 11/30/2020

Fund		Year to Date Balance
General Fund	\$	4,225,969.17
Street Fund	\$	1,341,317.52
Culture & Recreation	\$	1,038,411.88
MSDCPF	\$	167,688.80
1912 Fund	\$	53,969.86
Transit Center	\$	102,719.75
Water Fund	\$	2,979,782.55
Sewer / WRRF	\$	4,006,193.43
Sanitation Fund	\$	2,829,262.77
Fleet Fund	\$	4,707,399.71
Information Systems	\$	2,799,039.57
Water Capital	\$	7,356,503.40
Sewer Capital	\$	13,413,654.24
Capital Projects	\$	11,262,001.13
Sanitation Capital	\$	6,406,794.97
LID construction	\$	26,470.23
Hamilton	\$	2,116,289.99
Bond & Interest	\$	369,547.47
LID Funds	\$	25,318.92
Payroll Service	\$	995,181.46
Total Cash & Investments	\$	66,223,516.82

COMMITTEE STAFF REPORT

DATE: Monday, December 14, 2020



RESPONSIBLE STAFF

Aimee Hennrich

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Lot Line Adjustment: 1212 and 1226 W Pullman Road (ACTION ITEM) - Aimee Hennrich

DESCRIPTION

The applicant, the Connelly family, is requesting a lot line adjustment between two properties located at 1212 and 1226 Pullman Road. The proposed lot line adjustment would increase the lot addressed as 1212 Pullman Road from 25,564 sf to 28,079 sf in size and reduce the lot addressed as 1226 Pullman Road from 29,926 sf to 27,411 sf in size. The applicant is requesting the lot line adjustment after a recent survey revealed that the building on the north lot (1212 Pullman Road) is encroaching onto the southern lot (1226 Pullman Road). The southern lot currently contains Zips Restaurant and the northern lot contains a portion of the Hope Center Thrift Store. The subject properties are located within the Motor Business (MB) Zoning District where there is no minimum lot size or lot width requirements. As a result of the proposed lot line adjustment, the Hope Center will no longer be encroaching upon the common property line and will meet all setback requirements of the MB Zone.

STAFF RECOMMENDATION

Recommend approval of the lot line adjustment request with no conditions.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the lot line adjustment request with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Proposed Parcel A - Hope Center R1
2. Proposed Parcel B - Zips R1
3. Existing legal descriptions
4. ROS - Moscow - BLA Exhibit 11-23-2020
5. Hope Center plat
6. 11.2.2020 cover letter to the City

November 20, 2020

Proposed Parcel A (Hope Center Parcel)
Legal Description
(As Surveyed)

A parcel of land located in the Southwest Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more particularly described as follows:

Beginning at the southwest corner of Lot 4, Block 1, BAKER ADDITION, as recorded in Book 6, Page 53, Folder 5, Instrument No. 310300, records of Latah County, Idaho, from which the southeast corner of Lot 6, Block 1, said Plat of BAKER ADDITION bears South 89°45'03" East, a distance of 499.00 feet;

thence South 89°45'03" East along the south line of said Lot 4, a distance of 180.43 feet;

thence South 00°17'18" West leaving said south line of Lot 4, a distance of 162.51 feet;

thence North 89°58'19" West, a distance of 65.00 feet;

thence North 00°17'18" East, a distance of 11.00 feet;

thence North 89°58'19" West, a distance of 114.97 feet;

thence North 00°06'58" East, a distance of 152.20 feet to the **Point of Beginning**;

Containing 28,079 square feet or 0.645 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC

November 20, 2020

Proposed Parcel B (Zips Parcel)
Legal Description
(As Surveyed)

A parcel of land located in the Southwest Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more particularly described as follows:

Commencing at the southwest corner of Lot 4, Block 1, BAKER ADDITION, as recorded in Book 6, Page 53, Folder 5, Instrument No. 310300, records of Latah County, Idaho, from which the southeast corner of Lot 6, Block 1, said Plat of BAKER ADDITION bears South 89°45'03" East, a distance of 499.00 feet;

thence South 00°06'58" West, a distance of 152.20 feet to the **Point of Beginning**;

thence South 89°58'19" East, a distance of 114.97 feet;

thence South 00°17'18" West, a distance of 11.00 feet;

thence South 89°58'19" East, a distance of 65.00 feet;

thence South 00°17'18" West, a distance of 142.18 feet to the Northerly right-of-way line of Pullman Road (Highway 8) and the beginning of a non-tangent curve to the right having a chord bearing of South 87°45'20" West, a chord distance of 90.11 feet;

thence continuing along said Northerly right-of-way line of Pullman Road (Highway 8) and said non-tangent curve to the right with a radius of 2834.79 feet, through a central angle of 01°49'17", an arc distance of 90.11 feet;

thence South 88°43'24" West, a distance of 89.51 feet;

thence North 00°06'58" East, a distance of 158.79 feet to the **Point of Beginning**;

Containing 27,411 square feet or 0.629 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:

h2 Surveying, LLC

Existing legal descriptions

RPM00000075865 (existing legal description) – Hope Center

A parcel of land located in the SW1/4 of Section 7, Township 39 North, Range 5 West, B.M., more fully described as follows:

Beginning at a point North 1275.15 feet and West 1676.62 feet of the Southeast Corner of the Southwest

Quarter (SW1/4) of Section 7, Township 39 North, Range 5 West, B.M., said point being also South 142.20 feet and East 38.38 feet of the Northeast Corner of the former Ira Little Tract (formerly the Mathis Tract), and running thence West 180.38 feet, more or less, to a point on the West Line of said former Ira Little Tract; thence North along said West Line, 142.20 feet, more or less, to the Northwest Corner of the said former Ira Little Tract; thence East along the North line of said Tract 181.26 feet; thence S. 0°21'21" W. 142.20 feet, more or less, to the POINT OF BEGINNING.

RPM00000075890 (existing legal description) - Zips

A parcel of land located in the W1/2SW1/4 of Section 7, Township 39 North, Range 5 West, B.M., described as follows:

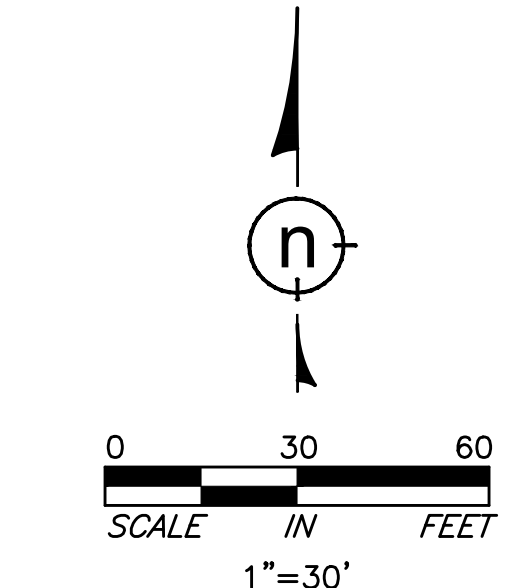
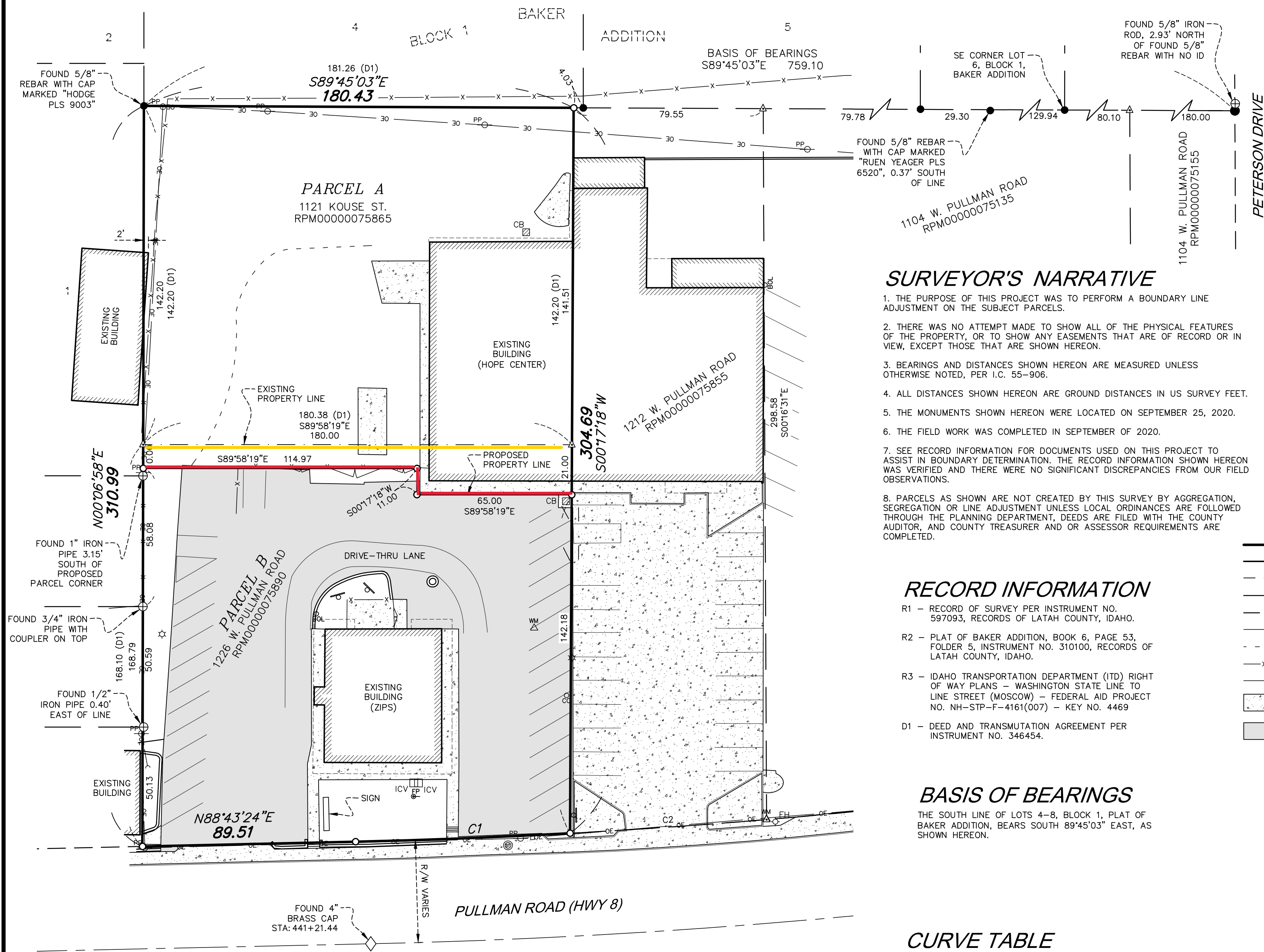
BEGINNING at a point North 1275.15 feet and West 1676.62 feet of the Southeast corner of the SW1/4 of Section 7, Township 39 North, Range 5 West, B.M., said point being also South 142.2 feet and East 38.38 feet of the Northeast corner of the former Ira Little tract (formerly the Mathis tract) and running thence West 180.38 feet, more or less, to a point on the West line of said former Ira Little tract; thence South, along the West Line of said tract, 168.10 feet, more or less, to a point of intersection with the North right of way line of State Highway No. 8, said point being North 110.0 feet of the centerline of the Union Pacific Railway Company Tract; thence Easterly, parallel to and 110.0 feet North of said centerline and also along said north highway right of way line 180.28 feet, more or less, to a point of intersection with the southerly extension of the westerly building line of the Cox and Nelson Magnavox Home Entertainment Center Building; thence N. 00°21'21" E., along said westerly building line, 160 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway right of way purposes, as more fully set out in that certain Right of Way Deed recorded under Recorder's Fee No. 124535 in Book 94 of Deeds at Page 8.

EXCEPTING THEREFROM all improvements located upon the above described land.

BOUNDARY LINE ADJUSTMENT EXHIBIT

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
LATAH COUNTY, IDAHO



- LEGEND**
- △ = CALCULATED POINT (NOTHING FOUND OR SET)
 - ⊕ = FOUND IRON PIPE (AS NOTED)
 - ◇ = FOUND 4" BRASS CAP
 - = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "HHPR INC 17028" (UNLESS OTHERWISE NOTED)
 - = SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110"
 - PP-○ = POWER POLE
 - = GUY ANCHOR
 - ☆ = LIGHT POLE
 - CB-□ = CATCH BASIN
 - ⊙ = STORM SEWER MANHOLE
 - FP = FLAG POLE
 - ⊙ = SEWER CLEANOUT
 - ⊙ = FIRE HYDRANT
 - WM = WATER METER
 - WV = WATER VALVE
 - ICV □ = IRRIGATION CONTROL VALVE
 - ⊙ = BOLLARD
 - ⊙ = SIGN
 - = BOUNDARY LINE
 - = PROPOSED PROPERTY LINE
 - = EXISTING PROPERTY LINE
 - = ADJACENT PROPERTY LINE
 - = RIGHT-OF-WAY LINE
 - = CENTER LINE
 - = GRAVEL EDGE
 - X—X—X—X— = FENCE LINE
 - OE—OE— = OVERHEAD ELECTRIC LINE
 - ▨ = CONCRETE
 - ▨ = ASPHALT
 - (D#) = DEED MEASUREMENT

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PROJECT WAS TO PERFORM A BOUNDARY LINE ADJUSTMENT ON THE SUBJECT PARCELS.
2. THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS THAT ARE OF RECORD OR IN VIEW, EXCEPT THOSE THAT ARE SHOWN HEREON.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED, PER I.C. 55-906.
4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET.
5. THE MONUMENTS SHOWN HEREON WERE LOCATED ON SEPTEMBER 25, 2020.
6. THE FIELD WORK WAS COMPLETED IN SEPTEMBER OF 2020.
7. SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON WAS VERIFIED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS.
8. PARCELS AS SHOWN ARE NOT CREATED BY THIS SURVEY BY AGGREGATION, SEGREGATION OR LINE ADJUSTMENT UNLESS LOCAL ORDINANCES ARE FOLLOWED THROUGH THE PLANNING DEPARTMENT, DEEDS ARE FILED WITH THE COUNTY AUDITOR, AND COUNTY TREASURER AND OR ASSESSOR REQUIREMENTS ARE COMPLETED.

RECORD INFORMATION

- R1 - RECORD OF SURVEY PER INSTRUMENT NO. 597093, RECORDS OF LATAH COUNTY, IDAHO.
- R2 - PLAT OF BAKER ADDITION, BOOK 6, PAGE 53, FOLDER 5, INSTRUMENT NO. 310100, RECORDS OF LATAH COUNTY, IDAHO.
- R3 - IDAHO TRANSPORTATION DEPARTMENT (ITD) RIGHT OF WAY PLANS - WASHINGTON STATE LINE TO LINE STREET (MOSCOW) - FEDERAL AID PROJECT NO. NH-STP-F-4161(007) - KEY NO. 4469
- D1 - DEED AND TRANSMUTATION AGREEMENT PER INSTRUMENT NO. 346454.

BASIS OF BEARINGS

THE SOUTH LINE OF LOTS 4-8, BLOCK 1, PLAT OF BAKER ADDITION, BEARS SOUTH 89°45'03" EAST, AS SHOWN HEREON.

CURVE TABLE

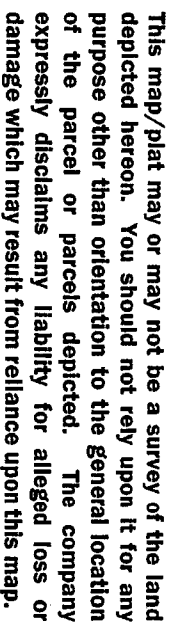
CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	90.11	2834.79	01°49'17"	S 87°45'20" W	90.11
C2	82.72	2834.79	01°40'19"	N 86°00'32" E	82.72

	EXISTING AREA (SQ.FT.)	EXISTING AREA (ACRES)	PROPOSED AREA (SQ.FT.)	PROPOSED AREA (ACRES)	PARCEL #	ZONING
PARCEL A	25,564	0.587	28,079	0.645	RPM00000075865	MB
PARCEL B	29,926	0.687	27,411	0.629	RPM00000075890	MB



7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

6510



LANDECK · FORSETH · LUNA

Ronald J. Landeck
Danelle C. Forseth*
Melissa Luna

ATTORNEYS AT LAW
an Idaho professional corporation

220 East 5th Street, Suite 212
P.O. Box 9344
Moscow, Idaho 83843
Telephone: (208) 883-1505
Fax: (208) 883-4593
attorneys@moscow.com

*Licensed in Idaho & Washington

November 2, 2020

Sent by email to: jfleischman@ci.moscow.id.us.

Jennifer Fleischman
City of Moscow

Re: Lot Line Adjustment

Dear Jennifer:

I spoke with Amy Henrich and she directed me to submit this letter and its enclosures to you for processing/routing.

On behalf of the Connelly Family LP, Landeck|Forseth|Luna, Attorneys at Law submits this request for a Lot Line Adjustment between parcels RPM00000075890 (south lot) and RPM00000075865 (north lot). The Lot Line Adjustment is necessary because a recent survey of the parcels has revealed that a building on the north lot encroaches upon the south lot. Both parcels are owned by the Connelly Family LP.

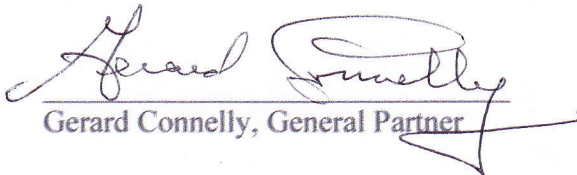
Enclosed with this letter request is a copy of the survey which illustrates the current lot line between the two parcels in yellow and the proposed lot line adjustment in red. Also enclosed is a copy of a parcel map which identifies the location of the two parcels at issue. If you need additional information in order to process this request please let me know. Thank you.

Sincerely,
Landeck|Forseth|Luna
Attorneys at Law



Danelle Forseth

Connelly Family LP



Gerard Connelly, General Partner

Enclosures
c: client

COMMITTEE STAFF REPORT

DATE: Monday, December 14, 2020



RESPONSIBLE STAFF

Kyle Steele, Environmental Services Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Master Agreement Extension for Professional Services with Aspect Consulting (ACTION ITEM) - Kyle Steele

DESCRIPTION

In May of 2016, the firm of Cardno-GS (now Aspect Consulting) of Yakima, Washington was selected by a Statement of Qualifications rating committee to assist the City of Moscow in the structuring and eventual implementation of a Stormwater Utility. In September of 2016, the City executed a Master Agreement for Professional Services with Aspect and completed a Comprehensive Stormwater User Fee Study in anticipation of the National Pollutant Discharge Elimination System (NPDES) Phase II MS4 Permit that was issued by the United States Environmental Protection Agency and became effective October 1, 2019.

The Master Agreement with Aspect expired September 30, 2020. Staff anticipates executing an additional task order for Professional Services this winter to assist with the MS4 Permit requirements.

STAFF RECOMMENDATION

Recommend approval of the Master Agreement Extension for Professional Services with Aspect Consulting.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Master Agreement Contract Extension for Professional Services with Aspect Consulting, or provide staff further direction.

FISCAL IMPACT

None.

PERSONNEL IMPACT

ATTACHMENTS

1. Contract Extension No1 with Aspect Consulting

CONTRACT EXTENSION NO. 1
Pursuant to the
MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND
ASPECT CONSULTING (fka CARDNO GS, INC.)

This Contract Extension No. 1 is made this _____ day of December, 2020, and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho (hereinafter "CITY"), and accepted by Aspect Consulting LLC (hereinafter "ENGINEERS"), pursuant to the mutual promises, covenants, and conditions contained in the Master Agreement between the above-mentioned Parties dated September 20, 2016.

The Parties jointly desire to amend Section 3 Time of Performance of the Master Agreement to extend the performance end date to October 1, 2022, unless sooner terminated in writing. A copy of the original Master Agreement and the Assignment of the Agreement from Cardno to Aspect is included as Attachment 'A'.

The Master Agreement is further amended to update Section 6 Notices such that any and all notices required to be given to the CITY shall be communicated to:

City of Moscow
Tyler Palmer
206 Est Third Street
PO Box 9203
Moscow, ID 83843
(208) 883-7096.

Except as expressly set forth in this Contract Extension No. 1, the Master Agreement otherwise is unmodified and remains in full force and effect following this Contract Extension No. 1.

IN WITNESS WHEREOF, the Parties have executed this Contract Extension No. 1 as of the date last signed below.

ENGINEER

Aspect Consulting, LLC.

John Knutson, PE, Principal

Date

CITY

City of Moscow, Idaho

Gary J. Riedner, City Supervisor

Date

ATTEST:

Laurie M. Hopkins, City Clerk

Attachment A

MASTER AGREEMENT FOR PROFESSIONAL SERVICES STORM WATER UTILITY FORMATION BETWEEN CITY OF MOSCOW, IDAHO AND CARDNO-GS, INC.

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") shall become effective the 20 day of September, 2016, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Cardno-GS, Inc., whose business address is 2496 Old Ivey Road, Suite 300, Charlottesville, Virginia, 22903 (hereinafter "ENGINEER").

INTRODUCTION

WHEREAS, CITY has a need for professional services related to the formation of a Stormwater Utility (hereinafter "Project") to be defined by individual Task Orders which will set forth Specific Services, Time of Performance and Payment; and

WHEREAS, ENGINEER is specially trained, experienced and competent to perform and has agreed to provide such Services;

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

TERMS AND CONDITIONS

1. Scope of Services:

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

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

2016-061

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

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

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

2. Consideration

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

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

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

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

3. Time of Performance:

This Agreement shall become effective upon execution by both parties, and shall automatically renew annually on the 1st day of October, 2017, for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

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

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

5. Indemnification and Insurance:

ENGINEER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, to the extent caused by negligent acts and/or errors or omissions by ENGINEER, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. ENGINEER shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Professional Liability / Professional errors and omissions One Million Dollars (\$1,000,000) aggregate, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence, and Workers' Compensation Insurance, in the statutory limits as required by law. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, ENGINEER covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the negligent performance of this Agreement by ENGINEER or ENGINEER's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible

property. ENGINEER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEER's compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEER begins performance of its obligations under this Agreement. In the event the insurance minimums are changed, ENGINEER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P O Box 9203, Moscow, Idaho, 83843.

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

CITY

City of Moscow
Les MacDonald
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7028

ENGINEER

Cardno-GS, Inc.
John Knutson
3810 Kern Rd., Suite A
Yakima, WA 98902
(509) 317-8133
Email: john.knutson@cardno-gs.com

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

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

typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10. **Audits and Inspections:** At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of ENGINEER's records with respect to all matters covered by this Agreement. ENGINEER shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
11. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
12. **Compliance with Laws:** In performing the Scope of Services required hereunder, ENGINEER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
13. **Public Information:** Pursuant to Idaho Code Section 74-124, et seq., information or documents received from ENGINEER may be open to public inspection and copying unless exempt from disclosure. ENGINEER shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. ENGINEER shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for ENGINEER's failure to designate individual documents as exempt. ENGINEER's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.
14. **Changes:** CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, which are mutually agreed upon by and between CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
15. **Termination:**
 - 15.1 If, through any cause, ENGINEER, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act

of misconduct in the performance of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEER of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. ENGINEER may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

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

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

16. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
17. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
18. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
19. **Appropriations and Approval:** Any and all obligations of CITY under this Agreement may be subject to annual approval and/or budgeting and appropriation by CITY.
20. **Resulting Task Orders and Survival:** All Task Orders resulting from this Agreement and executed by both parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.
21. **Applicable Law:** 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. Should any litigation be commenced between the parties

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

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

CARDNO-GS, INC.

CITY OF MOSCOW, IDAHO



Steven Clonts, Director of Contracts



Bill Lambert, Mayor

Dated: 8/11/16

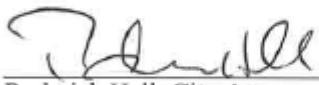
Dated: 9/20/16





Laurie M. Hopkins, City Clerk

Approved as to form



Roderick Hall, City Attorney

**ASSIGNMENT AND ASSUMPTION OF
CONSULTING SERVICES AGREEMENT AND CONSENT**

This Assignment and Assumption of Consulting Services Agreement and Consent (this "Assignment and Consent"), is entered into as of December 1, 2016 (the "Effective Date"), by and among the City of Moscow, Idaho, a municipal corporation of the State of Idaho ("City"), Aspect Consulting, ("Assignee"), and Cardno GS, Inc. ("Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain City of Moscow Master Agreement for Professional Services, dated September 20, 2016, (the "Agreement"), between City and Consultant; and

WHEREAS, pursuant to the Agreement, Consultant is to complete a Stormwater Utility Study, with Phase 1 of said study being conducted under Task Order 1, dated September 26, 2016; and

WHEREAS, Assignee is better situated to administer the Agreement including existing and future Task Orders issued under the Agreement, and City desires to assign all of its rights and obligations in, to, and under the Agreement to Assignee, and Assignee desires to assume certain of Consultants rights and obligations in, to, and under the Agreement; and

WHEREAS, City desires to consent to Consultant's assignment of its rights and obligations under the Agreement to Assignee, and to Assignee's assumption of Consultants' rights and obligations under the Agreement, and to agree to Assignee becoming its assignee under the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, City, Assignee and Consultant hereby agree as follows:

- A. Assignment of Agreement. As of the Effective Date, City hereby expressly consents to Consultant transferring, assigning, and conveying this Agreement to Assignee.
- B. Assumption of Agreement.
 - 1. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Consultant pursuant to the Agreement from and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Consultant contained therein that are to be performed from and after the Effective Date and to receive the payments owed under the Agreement for services performed from and after the Effective Date.

2. References in Agreement. Assignee and Consultant hereby agree that all references in the Agreement to "Consultant" shall be deemed references to Aspect Consulting for obligations, rights, services and corresponding payments to be performed and received from and after the Effective Date.
 3. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a copy of the Agreement, the schedules, and the exhibits related thereto.
 4. Prior Obligations. City and Consultant shall remain responsible for and perform all of the obligations under or with respect to the Agreement accruing prior to the Effective Date of this Assignment and Consent.
- C. Consent to Assignment. City hereby consents to Consultant's conveyance and assignment of the Agreement to Assignee pursuant to this Assignment and Consent, which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that City shall be entitled to pursue claims accruing or arising incident to the Agreement on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Agreement from Consultant; and/or (b) insurance payments or proceeds, provided however, that Consultant's liability for such claims shall not exceed the liability it would have incurred if the assignment effected hereby had not been made.
- D. Insurance; Further Assurances. Assignee will provide City with evidence of insurance as required by the Agreement. Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.
- E. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:
- Aspect Consulting, LLC
350 Madison Avenue North
Bainbridge Island, WA 98110
- F. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- G. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
- H. Severability. If any provision of this Assignment and Consent is determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

- I. Governing Law. This Assignment and Consent and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of Idaho with venue in the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- J. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.
- K. Administration of Agreement. The Agreement shall be administered by Trish Klimek on behalf of the Assignee. Any written notices required by the terms of this Assignment or the Agreement shall be served on or mailed to the following address on behalf of the Assignee:

Aspect Consulting, LLC
350 Madison Avenue North
Bainbridge Island, WA 98110

IN WITNESS WHEREOF, the parties have caused this Assignment and Consent to be executed effective the date and year first set forth above.

Consultant

City

Cardno GS, Inc.

City of Moscow, Idaho

Printed name: Steven Clerts
Title: Director of Contracts

Dated: 1/27/17

Bill Lambert
Bill Lambert, Mayor

Dated: 2/1/17



Assignee

Aspect Consulting, LLC

ATTEST:

Printed name: Patricia Klimek
Title: Director of Operations

Dated: Jan. 25, 2017

Laurie M. Hopkins
Laurie M. Hopkins, City Clerk