

Public Works / Finance Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, June 28, 2021

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. The meeting is open to the public but due to the continued presence of COVID-19 cases in our area, we encourage those that have not received the COVID-19 vaccination, to continue to keep 6-foot physical distance from non-household members and wear face coverings when distance is unable to be maintained. 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 and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Citizens wishing to comment on business on the agenda may also communicate with the City Council through email (council@ci.moscow.id.us). Please note that Council Committee meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of June 14, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

2. Sanitation Rate Study Proposal (ACTION ITEM)- Tim Davis

The Sanitation Department has initiated discussions with FCS Group, Redmond Washington, to develop a scope of work to perform a cost of service rate study update. The methodology and policies established in the 2012 Sanitation comprehensive rate study and 2016 Sanitation rate study update will be used to inform this update. This rate study update will evaluate the sanitation system in total along with stand alone evaluations of the collection system and solid waste processing system. This update is driven by the upcoming disposal contract negotiations set for 2022-2023 between the City of Moscow and Latah County, the cities of Bovill, Deary, Genesee, Juliaetta, Kendrick, Potlatch and Troy. It will also allow the City to recalibrate the sanitation rates with information from some of the newer programs, such as roll cart collection and single stream recycling that were initiated after the initial rate study to evaluate if the cost of service has shifted from past rate study findings. Staff will form a Citizen Rate Study Committee, made up from a range of different customer classes, to review the rate study processes and findings. Staff has requested that the rate study update be completed by November 1, 2021. FCS Group will provide both a draft and final report to the City upon conclusion of the study. FCS will also prepare materials for and facilitate presentations to the Citizen Rate Committee and City Council on study assumptions, methodology, results and recommendations. The estimated budget from FCS Group to perform the rate study update is \$42,485.

PROPOSED ACTIONS: Approve the professional services agreement with FCS Group to perform the cost of service rate study update or provide staff further direction.

3. Amendment to Joint Operating Agreement for the Pullman/Moscow Regional Airport (ACTION ITEM) – Gary J. Riedner

City Staff is recommending an amendment to the Joint Operating Agreement for the Pullman-Moscow Regional Airport that was executed on July 22, 2014. Upon further review of the Agreement and the

requirements listed in I.C. 67-2328, the duration of this type of agreement must be specified. Previously, all joint operating agreements have been in perpetuity and provide for a method for either party to terminate the agreement should either party deem appropriate. This proposed amendment is to provide for the inclusion of the duration, “in perpetuity”. No other terms of the agreement are being modified.

PROPOSED ACTIONS: Recommend approval of the amendment of the joint operating agreement or provide staff further direction.

4. Sale of Current Police Station to University of Idaho (ACTION ITEM) - Gary J. Riedner

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue municipal bonds to construct a new police services facility, remodel the current police facility for use as an office building, and make minor improvements to the Paul Mann Building located to the west of City Hall. On Jun. 15, 2020, the City of Moscow purchased the Haddock Building, located at the southeast corner of Washington and Fifth Street, from Gritman Medical Park, LLC, for the price of \$875,00. The purchase of the Haddock Building includes off street parking and represents significant savings over the estimated remodel costs of the current police facility. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

The soon-to-be-vacated Moscow Police Station facility located at 118 E Fourth Street, is approximately 9,000 sq. ft. in size and has an appraised value of \$975,000.

PROPOSED ACTIONS: Recommend the City Council declare its intent to sell the Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for a declared value of \$975,000 and direct staff to schedule a public hearing for July 19, 2021; or provide staff further direction.

5. Parks Staffing Proposal - Gary J. Riedner

Increased services levels and a lack of available staff has led to a historical review of Parks service and staffing. Research shows that as service hours required for City of Moscow Parks Properties has increased, staffing levels have decreased. This review highlights the need to shift from relying on seasonal staff to adding full-time staff to meet current Parks properties service demands. It is proposed to add two additional full-time Parks Maintenance Workers while reducing the number of seasonal hours relied upon to meet the current needs for all parks. This would result in an estimated increase in full-time wages for Parks of \$98,342 with a reduction in part-time wages for Parks of \$94,454 (FY20 budget of \$186,680 to proposed FY22 budget of \$92,226). This shift will provide for the appropriate staffing level to meet the needs of the existing Parks Facilities in Moscow, appropriately meeting the service needs of the City.

PROPOSED ACTIONS: Recommend approval of the proposed staffing adjustment, or provide staff further direction.

REPORTS

Staff Report (if needed)

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, June 14, 2021

3:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Art Bettge, Anne Zabala, Maureen Laflin

OTHERS: Mayor Bill Lambert, Council Member Sandra Kelly, Council Member Gina Taruscio

STAFF: Mia Bautista, Aimee Henrich, Todd Drage, Nate Suhr, Cameron Lee, Bob Buvel, Jen Pfiffner, Taylor Riedner

REGULAR AGENDA

1. Approval of May 24, 2021 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report for May 2021 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending May, 2021.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of May 2021.

Tack introduced the item by highlighting the previous month's major expenses, including a Well #10 Phase 2 payment and Indian Hills water line improvements. Needing no further discussion, the Committee approved the report, gave verbal authorization for the use of their digital signatures, and recommended it be placed on the Council consent agenda.

3. Lot Line Adjustment: 816 and 902 Public Avenue (ACTION ITEM) - Aimee Hennrich

The applicant, Pat Planagan, is requesting a lot line adjustment between two properties located at 902 and 816 Public Ave. The proposed lot line adjustment would reduce 902 Public which is currently 51,231 Square Feet (1.17 Acres) by 34,193 square feet (.78 Acres) and become 17,038 square feet (.39 Acres). And expand 816 Public Ave from 37,093 to 71,286 (1.64 Acres). The portion of the adjusted lot is being sold to the owner of 816 Public Ave. 902 Public Ave contains a barn currently used for storage. 816 Public Ave currently has a single-family home. The subject properties are located within the Medium Density Residential District (R-3). Within the R-3 Zoning District, lots are limited to single-family, twin homes, townhouses and two-family dwellings, require a minimum area of 6,000 square feet for a single-family home and a minimum lot width of 60 feet and 20 feet in width for flag lots. The proposed lot line adjustment meets all of these standards.

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.

Hennrich introduced the item as written above and stated that the adjustment would not restrict fire and emergency access. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

4. Sixth and Logan Asphalt Improvement Project Bid Results and Contract Award (ACTION ITEM) - Nate Suhr

The City published an advertisement for bids on May 21st, 2021 for Sixth & Logan Asphalt Improvement Project. The bid for the project includes the replacement of eighty-four (84) tons of

deteriorated asphalt and the installation of two hundred and seventy (270) feet of subsurface drain pipe to catch groundwater that caused the deterioration in the asphalt. The Engineer's estimate for the project was \$65,776.00.

Bid opening for the project took place on May 28th, 2021, at which one (1) bid was received. Motley-Motley Inc. was the only bidder on the project with a bid of \$57,940.00. A bid tabulation is included in the packet.

PROPOSED ACTIONS: Accept the low bid from Motley-Motley Inc. for Base Bid, award the contract in the amount of \$57,940.00 and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

Suhr introduced the item as written above and provided additional details on the project location. Construction for this project will be completed this year before September, though the exact start date is yet to be determined and will take approximately three weeks to complete. Once the bids are closed, bidders are allowed to know what the City engineer's estimate was. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Ridgeview Estates 2nd Addition Development Agreement Amendment (ACTION ITEM) - Todd Drage

Noel Blum, on behalf of Blum Enterprises - 3 LLC, has requested to amend the Development Agreement for the Ridgeview Estates 2nd Addition Subdivision. The Ridgeview Estates Second Addition was platted in 2014 and the development agreement was approved and signed in November of that year. The requested modification is to allow the development to be completed in two phases, as detailed in Section 18 and Exhibit B of the attached agreement. The phasing modification is the only item requesting to be amended. All other sections of the original development agreement would remain unchanged.

PROPOSED ACTIONS: Recommend approval of the Amended Development Agreement with Blum Enterprises - 3 LLC for Ridgeview Estates 2nd Addition, or provide staff further direction.

Drage introduced the item by providing a background and location of the property just south of Notting Hill Drive. The property has not been developed since the agreement was approved in November 2014. There are 42 buildable lots in this development ranging from 7,000 to 14,000 square feet and a parkland dedication roughly one-third of an acre. Construction plans have been submitted and meet city standard requirements. Phase 1 of the construction includes developing the upper 16 lots, while Phase 2 will construct the remaining 27 lots. The Parks department is included in the planning process for the parkland dedication and has reviewed the plat process. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

Staff Report (if needed)

Pfiffner mentioned that many staff and Council members would be traveling and attending the AIC Conference during the week and Artwalk happening the same week.

ADJOURN

The meeting adjourned at 3:18pm

COMMITTEE STAFF REPORT

DATE: Monday, June 28, 2021



RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Sanitation Rate Study Proposal (ACTION ITEM)- Tim Davis

DESCRIPTION

The Sanitation Department has initiated discussions with FCS Group, Redmond Washington, to develop a scope of work to perform a cost of service rate study update. The methodology and policies established in the 2012 Sanitation comprehensive rate study and 2016 Sanitation rate study update will be used to inform this update. This rate study update will evaluate the sanitation system in total along with stand alone evaluations of the collection system and solid waste processing system. This update is driven by the upcoming disposal contract negotiations set for 2022-2023 between the City of Moscow and Latah County, the cities of Bovill, Deary, Genesee, Juliaetta, Kendrick, Potlatch and Troy. It will also allow the City to recalibrate the sanitation rates with information from some of the newer programs, such as roll cart collection and single stream recycling that were initiated after the initial rate study to evaluate if the cost of service has shifted from past rate study findings. Staff will form a Citizen Rate Study Committee, made up from a range of different customer classes, to review the rate study processes and findings. Staff has requested that the rate study update be completed by November 1, 2021. FCS Group will provide both a draft and final report to the City upon conclusion of the study. FCS will also prepare materials for and facilitate presentations to the Citizen Rate Committee and City Council on study assumptions, methodology, results and recommendations. The estimated budget from FCS Group to perform the rate study update is \$42,485.

STAFF RECOMMENDATION

Approve the professional services agreement with FCS Group to perform the cost of service rate study update.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the professional services agreement with FCS Group to perform the cost of service rate study update or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. ProfessionalServices;FCSgroup;SanitationSvcsRateStudy_2021

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR SANITATION COST OF SERVICES RATE STUDY UPDATE
BETWEEN CITY OF MOSCOW, IDAHO AND
FCS GROUP, REDMOND, WASHINGTON**

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR SANITATION COST OF SERVICES RATE STUDY UPDATE (hereinafter “Agreement”), is made and entered into this ____ day of _____, 2021, 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 FCS GROUP, a corporation of the State of Washington, licensed to conduct business in the State of Idaho, with offices located at 7525 166th Avenue NE, Suite D-215, Redmond, Washington, 98052 (hereinafter “CONSULTANT”).

W I T N E S S E T H:

WHEREAS, CITY intends to develop a Sanitation Cost of Services Rate Study Update pursuant to the Scope of Work (hereinafter the “Project”); and

WHEREAS, CITY intends the Project will review the revenue requirements of the Sanitation system in total along with stand-alone evaluations of the collection system and solid waste processing facility (SWPF) system for sufficiency of each system’s existing rates; and

WHEREAS, the Project’s resulting plan will serve to assist CITY to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates; and

WHEREAS, CONSULTANT agrees to perform the various professional services required for the Project;

NOW, THEREFORE, the Parties to this Agreement, for and in consideration of the mutual covenants, promises, and stipulations contained herein, agree as follows:

SECTION 1: THE PROJECT

This Agreement for professional services for sanitation cost of services rate study will review the revenue requirements of the collection system and SWPF system on a stand-alone basis to evaluate the sufficiency of each system’s existing rates and fees. The resulting plan will serve to establish a blueprint for achieving revenue stability, sufficiency and equitable cost-based utility rates. CONSULTANT’s approach offers transparency in documentation, collaboration with Staff, and clear communication with the City Council on policy considerations.

As defined in the task plan, CONSULTANT will follow a structured method to arrive at rate conclusions, which will enable CONSULTANT to perform the work in an orderly, efficient, and results-oriented manner. The tasks identified in the Scope of Services document, attached as Exhibit “A”, will be completed for each system unless specifically noted otherwise.

SECTION 2: SCOPE OF WORK

CONSULTANT shall furnish services for the Project as outlined in Attachment “A” (Sanitation Cost of Service Rate Study Update) of this Agreement, which is adopted and incorporated herein.

SECTION 3: COMPENSATION

The total cost to CITY for Consulting Services for the Project, as described in Section 1, shall be an amount not to exceed Forty-Two Thousand Four Hundred Eighty-Five Dollars (\$42,485) for work performed by CONSULTANT as shown in Attachment “A” of this Agreement.

SECTION 4: 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 release all rights to the Project after receipt of the final payment.

CONSULTANT shall not use or sell the work created pursuant to this Agreement, without express written authorization by CITY.

CONSULTANT shall release any Copyright rights to the work created for the Project, at no additional cost to CITY.

SECTION 5: CITY RESPONSIBILITIES

CITY shall make available to CONSULTANT all technical data of record in CITY’s possession required by CONSULTANT relating to this Project.

SECTION 6: PROJECT SCHEDULE

CONSULTANT shall achieve final completion of the project on or before November 1, 2021. In the event of unavoidable delays beyond CONSULTANT’s control, CONSULTANT, upon concurrence of 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 7: INDEPENDENT CONTRACTOR

CITY and CONSULTANT hereto warrant by their signatures that no employer/employee relationship is established between CITY and CONSULTANT by the terms of this Agreement. It is understood by the Parties hereto that CONSULTANT is an independent contractor and, as such, neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 8: 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 with 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 a pro rata share of the fees based upon work completed. All Deliverables, whether partially or fully completed, related to the Project, produced by CONSULTANT as part of Project services, shall become the property of, and shall be surrendered to CITY at or before such termination and prior to payment. However, CITY agrees that all Deliverables provided or prepared by CONSULTANT are intended for the purposes of this Agreement only and any reuse or modification of the Deliverables by CITY or others for any other project or purpose shall be at CITY's or other's sole risk and without liability to CONSULTANT. CONSULTANT may retain copies of all Deliverables for its records.

B. Termination of the Project

If any portion of the 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 this 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 9: INSURANCE AND LIABILITY

A. Consultant's Professional Liability 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 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 Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000), and said insurance shall be held active for a two (2) year (minimum) period from the date of completion of the 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 workers' 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.

C. Indemnification

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liability and costs arising from the negligent acts of CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's own negligence.

SECTION 10: 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 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 CITY.

SECTION 11: ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement, and the exhibits hereto, contain the entire Agreement between the Parties concerning the Project, 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 arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

SECTION 12: LICENSES AND ADHERENCE TO LAW REQUIRED

CONSULTANT represents that it possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable federal, state and local statutes and regulations in the performance of the services hereunder and such laws and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes and/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 13: NON-DISCRIMINATION

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

SECTION 14: 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 attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

SECTION 15: JURISDICTION, VENUE AND NON-WAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

SECTION 16: BINDING OF SUCCESSORS

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to the other Parties to this Agreement and to the partner, successors, assigns and legal representatives of such other Parties with respect to all covenants of this Agreement.

SECTION 17: NOTICES AND COMMUNICATION

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:

CONSULTANT

FCS Group
7525 166th Avenue NE
Suite D-215
Redmond, WA 98052

CITY

City of Moscow, Idaho
Public Works Director
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7096

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.

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

SECTION 18: NON-APPROPRIATION

This Agreement is contingent upon CITY receiving the necessary funding to fulfill the obligations of CITY. While the CITY shall exercise good faith, 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 19: 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 to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other parts of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.

SECTION 20: 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

FCS GROUP

City of Moscow, Idaho

Project Manager

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

DATED this ____ day of _____, 2021.

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss:

On this _____ day of _____, 2021, 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 as the duly authorized representative of FCS Group.

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

ATTACHMENT “A”



Firm Headquarters
Redmond Town Center
7525 166th Ave NE, Ste D-215
Redmond, Washington 98052

Established in 1988
Washington | 425.867.1802
Oregon | 503.841.6543
Colorado | 719.284.9168

CITY OF MOSCOW

SANITATION COST OF SERVICE RATE STUDY UPDATE

The City of Moscow (City) is requesting a Sanitation cost of service rate study update. The methodology and policies established in the 2013 and 2018 studies will be used to inform this update. The study will evaluate the sanitation system in total along with stand-alone evaluations of the collection system and solid waste processing facility (SWPF) system. The update is mainly driven by the upcoming disposal contract negotiation set for 2022-2023. It will also allow the City to revisit and recalibrate the sanitation rates with information from the new programs (e.g., roll-cart program) that were initiated after the rate study to evaluate if the cost of service has shifted from past study findings.

The following task plan is organized by major tasks that address the core technical aspects and review points of the study designed to foster a smooth, informed, and interactive study process. Our approach for this project is based on discussions with Tyler Palmer, Deputy City Supervisor and Tim Davis, Sanitation manager on May 24, 2021.

TASK PLAN

Task 1 | Project Initiation Meeting

A project initiation meeting will be scheduled at the commencement of the project with the consultant and City project team. This meeting will establish the goals and objectives of the overall project and focus the efforts of the project team. The items covered at the meeting include review of the scope of work, identify project objectives, expectations and deliverables, outline the project schedule and key milestone review points and discuss appropriate lines of communication. We have budgeted this meeting to be conducted via remote session.

Task 2 | Data Collection

A data needs list will be provided encompassing City expenditure and revenue reports, tonnage reports, contractor billings, customer accounts, and capital plans. The data will be reviewed, analyzed and validated for inclusion in the study process.

Task 3 | Data Validation and Forecasting

Review and validate both the collection system and SWPF system revenue and costs for use in the rate study. This data is the basis for developing key components of the technical analysis including:

- Development of cost allocation factors such as:
 - » Collection system: customer accounts, collection units (hazardous waste, recycling and compost), pick-ups, and tonnage.
 - » Solid waste processing facility: tickets, tons, tons/units of other materials

- A rate revenue forecast for each system and customer/waste category that is supported by a projection of customer accounts, collection frequency, container size, trips and tonnage.

Additionally, the data validation process can identify and reconcile any billing anomalies that may exist between billing data and rate revenue reports used by the City.

Task 4 | Revenue Requirement Analysis

The revenue requirement analysis determines the total amount of rate revenue that the Division must collect from sanitation customers to pay for all operating and capital expenditures as well as the financial requirements to comply with the City's fiscal policies. The revenue requirement is net of other revenue sources such as miscellaneous fees and interest earnings. The revenue requirement for the sanitation fund will be split into applicable collection and SWPF revenue and costs to conduct the cost of service. The revenue requirement analysis is supported by the revenue and operating forecasts developed as part of Task 3 as they provide a basis for the division's revenue and expenses.

Based on direction from staff, up to three scenarios will be developed as part of the revenue requirement analysis to test the rate impact of different financial strategies. The results will assist City staff in determining:

- The adequacy of rate revenues at existing levels to sustainably support financial requirements.
- A multi-year rate revenue strategy that supports operating, capital, and fiscal policy requirements.
- A rate strategy that smooths the financial impacts to customers to the extent practical.
- Evaluate the sufficiency of the closure fund to support short and long-term closure and post-closure costs.

Task 5 | Cost of Service Analysis

The cost of service analysis provides a defensible basis for allocating the revenue requirement to each customer/waste category based on their unique service characteristics and requirements. The methodology and approach used in the prior studies will be reviewed for improvements and/or refinements. At a minimum, the cost of service analysis will:

- Develop and test cost allocation factors that link collection and SWPF activities to Division costs.
- Establish cost "pools" that allocate the revenue requirement to each customer category.
 - » Collection categories included: base, volume, hazardous waste, recycling and compost
 - » SWPF categories included: receiving/operations, disposal/transport, direct assignment for appliances, tires and asbestos
- Identify the fixed and variable cost components for each customer/waste category – which provides a cost basis for the design of sanitation rates/fees.

Task 6 | Rate Design

Rate design refers to the actual rate structure: the system of charges for customers of the sanitation system. At a basic level, the rate design process establishes cost-based, equitable rates for each customer category which generate the overall revenue needs to fully support the Division's operations. The rates can also be designed to achieve other goals including revenue stability and financial incentives to encourage waste reduction. The City does not anticipate the need for rate



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design changes at this time. The proportional share of fees collected between customer/waste categories may shift as a result of the cost of service unit cost findings.

A multi-year rate schedule will be developed for each customer/waste category identified as part of the cost of service analysis. This task will also include a solid waste rate survey comparing the City's existing and proposed rates with those from neighboring/comparable jurisdictions

Task 7 | Review Meetings

A total of three (3) technical review meetings are included in the scope to discuss the results and impacts of Tasks 2 through 6. These meetings are budgeted as virtual video conferences.

Task 8 | Documentation and Presentations

A draft technical report documenting the rate study will be provided to the City. The report will summarize the key assumptions, methodology, results and recommendations. Based on City staff review, revisions to the report will be incorporated into a final report. The cost of service rate toolkit will provide documentation for the technical exhibits included in the report.

Prepare materials for and facilitate two presentations - one (1) presentation to the Citizen Rate Committee and one (1) presentation to the City Council on the study assumptions, methodology, results and recommendations.

If additional meetings are necessary to present results to the City Council, FCS GROUP can facilitate these meetings on a time and materials basis.

SCHEDULE

The City has indicated a desire to have the study completed by October. Completion of the study is contingent upon timeliness of receipt of requested data/information; quality of data; and ability to schedule meetings in a timely manner. A final project schedule that meets the City's needs will be developed during the initial project meeting.

BUDGET

The total proposed level of effort to complete the sanitation cost of service rate study update is summarized below. Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget. If we have scaled our approach out of line with the City's expectations, we would be more than happy to negotiate the appropriate level of effort.



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Task Detail	Project Principal	Project Manager	Analyst	Admin Support	Total Hours	Budget Estimate
<i>2021 Hourly Billing Rates</i>	\$270	\$185	\$145	\$90		
Task Plan						
Task 1 Project Initiation Meeting	1	2	2	1	6	\$1,020
Task 2 Data Collection	0	1	4	0	5	765
Task 3 Data Validation and Forecasting	4	8	20	0	32	5,460
Task 4 Revenue Requirement Analysis (Combined/Col/SWPF)	4	8	32	0	44	7,200
Task 5 Cost of Service Analysis	4	12	24	0	40	6,780
Task 6 Rate Design	2	4	8	0	14	2,440
Task 7 Review Meetings (3)	6	10	6	2	24	4,520
Task 8 Documentation and Presentations (on-site)						
Citizen Rate Committee (1 with presentation materials)	2	12	10	0	24	4,210
City Council (1 with presentation materials)	2	12	4	3	21	3,610
Documentation	2	24	0	0	26	4,980
Total Labor	27	93	110	6	236	\$40,985
Expenses						
2 onsite meetings (air/hotel/car)						\$1,500
TOTAL ALL LABOR AND EXPENSES	27	93	110	6	236	\$42,485



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COMMITTEE STAFF REPORT

DATE: Monday, June 28, 2021



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Amendment to Joint Operating Agreement for the Pullman/Moscow Regional Airport (ACTION ITEM)
– Gary J. Riedner

DESCRIPTION

City Staff is recommending an amendment to the Joint Operating Agreement for the Pullman-Moscow Regional Airport that was executed on July 22, 2014. Upon further review of the Agreement and the requirements listed in I.C. 67-2328, the duration of this type of agreement must be specified. Previously, all joint operating agreements have been in perpetuity and provide for a method for either party to terminate the agreement should either party deem appropriate. This proposed amendment is to provide for the inclusion of the duration, “in perpetuity”. No other terms of the agreement are being modified.

STAFF RECOMMENDATION

Recommend approval of the amendment of the joint operating agreement.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the amendment of the joint operating agreement or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. attPWF_2021-06-28 Amendment_Pullman-Moscow Airport_2021

**AMENDMENT OF JOINT OPERATING AGREEMENT
FOR THE PULLMAN-MOSCOW REGIONAL AIRPORT**

THIS AMENDMENT OF JOINT OPERATING AGREEMENT FOR THE PULLMAN-MOSCOW REGIONAL AIRPORT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2021, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "Moscow"), and the City of Pullman, Washington, a city incorporated in the State of Washington, 190 SE Crestview Street, Pullman, Washington 99163 (hereinafter "Pullman").

WITNESSETH:

WHEREAS, Moscow and Pullman entered into a Joint Operating Agreement for the Pullman-Moscow Regional Airport on July 22, 2014 (hereinafter "Joint Operating Agreement"); and

WHEREAS, pursuant to Section 10 of the Joint Operating Agreement, it may be amended at any time by mutual agreement of the Parties; and

WHEREAS, Moscow has determined that the State of Idaho requires that Joint Operating Agreements with agencies of another state specify a stated duration and although it's understood from the current Joint Operating Agreement the Agreement is in perpetuity, unless either party wishes to terminate pursuant to the terms in the Agreement, the parties wish to amend the Agreement to include the specific duration as required pursuant to I.C. 67-2328.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

A. That Section 11. Termination, be replaced by the following.

11. DURATION AND TERMINATION. The duration of this agreement is in perpetuity with the option of termination as follows.

11.1 Either Sponsor may terminate this Agreement effective at the end of any calendar year, by serving written notice on the other before the 1st day of October of the previous year. The terminating Sponsor shall also give notice to the Board, the Federal Aviation Administration and to other agencies with jurisdiction over or a financial interest in the Airport.

11.2 Subject to Federal Aviation Administration rules and regulations, after notice of termination has been given, if the Sponsors do not, by the 31st day of December of what will be the last year of joint operation under this Agreement, reach an agreement regarding the takeover by either Sponsor, or other operation of the Airport, or the abandonment and liquidation of the Airport, then Pullman will acquire the assets and assume the liabilities of the Airport. Should it become necessary to engage independent appraisal or arbitration services to determine the amount and nature of payments between the Sponsors to compensate for any difference in the value of assets

and liabilities, the Sponsors agree to share the costs equally.

SEVERABILITY: The illegality, invalidity or unenforceability of any term, condition, or provision of this Amendment and Request shall in no way impair or invalidate any other term, condition, or provision of the Joint Operating Agreement. All such other terms, conditions, and provisions of the Joint Operating Agreement that are not amended per this Amendment and Request shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of _____, 2021.

Pullman

Moscow

Glenn A. Johnson, Mayor

Bill Lambert, Mayor

ATTEST:

ATTEST:

William F. Mulholland, Finance Director

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, June 28, 2021



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Sale of Current Police Station to University of Idaho (ACTION ITEM) - Gary J. Riedner

DESCRIPTION

On May 21, 2019, citizens of Moscow approved the City of Moscow's proposal to issue municipal bonds to construct a new police services facility, remodel the current police facility for use as an office building, and make minor improvements to the Paul Mann Building located to the west of City Hall. On Jun. 15, 2020, the City of Moscow purchased the Haddock Building, located at the southeast corner of Washington and Fifth Street, from Gritman Medical Park, LLC, for the price of \$875,00. The purchase of the Haddock Building includes off street parking and represents significant savings over the estimated remodel costs of the current police facility. With the purchase of the Haddock Building, City Council expressed interest in selling the existing police facility since it would no longer serve the needs of the City, and was approached by representatives of the University of Idaho.

Idaho Code Title 50, Municipal Corporations, Chapter 14, Conveyance of Property, allows a city to convey real property to another governmental entity without the requirement of holding an auction if the City Council determines it is in the city's best interest to convey the property. The University of Idaho, which qualifies as a tax supported governmental unit per the requirements of I.C. 50-1403(4), has transmitted a letter of intent to the City of Moscow, noting an interest to purchase the property.

The soon-to-be-vacated Moscow Police Station facility located at 118 E Fourth Street, is approximately 9,000 sq. ft. in size and has an appraised value of \$975,000.

STAFF RECOMMENDATION

Recommend the City Council declare its intent to sell the Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for a declared value of \$975,000 and direct staff to schedule a public hearing for July 19, 2021.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend the City Council declare its intent to sell the Moscow Police Station facility located at 118 E Fourth Street to the University of Idaho for a declared value of \$975,000 and direct staff to schedule a public hearing for July 19, 2021; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. attPWF_2021-06-28 University of Idaho Letter of Intent to Purchase 0521



**DIVISION OF FINANCE
AND ADMINISTRATION**

Office of the Vice President for
Finance and Administration

875 Perimeter Drive MS 3168
Moscow, ID 83844-3168

208-885-6174
208-885-5504 [FAX]

May 21, 2021

Letter of Intent to Purchase

RE: 118 E 4th St, Moscow ID 83843

This letter will serve as a non-binding Letter of Intent which sets the basic terms and conditions under which the City of Moscow, the owner as prospective SELLER, would consider entering into a purchase and sale agreement with the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, as prospective BUYER, for the above referenced location.

BUYER is willing to proceed with negotiation of a purchase and sale agreement based on the following business terms and conditions. The parties agree that BUYER'S purchase and sale agreement template shall be utilized and modified as agreed upon by the parties.

Seller: City of Moscow
221 E 2nd St
Moscow ID 83843

Buyer: Board of Regents of the University of Idaho
Vice President for Finance and Administration
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

Site: 118 E 4th St, Moscow ID 83843 (Assessor's Parcel #RPM0001003005AA)

Price: \$975,000

Financing: Cash at closing.

Contingencies: Contingencies established in purchase and sale agreement shall be limited to reasonable buyer due diligence and subject to established policies for approval by Board of Regents.

Closing: Subject to contingencies of purchase and sale agreement but estimated to be no later than September 30, 2021.

This letter is not intended to be contractual in nature. It is only an expression of the basis on which the SELLER and BUYER would consider entering into a purchase agreement. Neither party shall be obligated unless and until a formal written purchase agreement is duly executed by authorized representatives of both parties and delivered to each party. This letter of intent shall expire upon execution of a purchase and sale agreement by parties or September 30, 2021 whichever comes first.

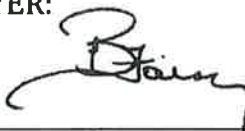
Agreed and Accepted:

SELLER:



City of Moscow

BUYER:



Board of Regents of the University of Idaho
Brian Foisy, Vice President, for Finance & Admin

Date Signed: 6-24-21

Date Signed: 5/11/21

COMMITTEE STAFF REPORT

DATE: Monday, June 28, 2021



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Parks Staffing Proposal - Gary J. Riedner

DESCRIPTION

David Schott, Parks & Facilities Manager, has researched in-depth service levels and demands from 2014 to date. The impetus for this research was critically low staffing levels resulting in reduced service for the 2020 summer season. For the 2020 season, we have one full-time Parks Maintenance Worker on Active Duty with the National Guard. The plan for 2020, knowing this FTE would not be available for work, was to backfill with additional seasonal help. The allocated seasonal budget for FY21 is sufficient to manage this adjustment with a shift in duties for those seasonal positions. It has been and continues to be tremendously difficult to find and hire seasonal staff. We reviewed the number of seasonal positions again to address this concern and made a wage adjustment within the current FY21 budget appropriation. The wage adjustment has not improved the situation.

At this time, we have not been able to fill seasonal mowing positions, and full-time Parks Maintenance crews are having to fill in, which results in other tasks and duties not being fulfilled. Core services are being maintained throughout Parks and includes mow and trim on a reduced rotation, litter, trash, restrooms, ballfields, Market assistance, and equipment maintenance. Secondary services that staff addresses, if possible, include irrigation, turf care, tree care, and shrub bed maintenance. Tertiary services that are primarily going unaddressed include leaf/branch pickup, access routes and creek maintenance, park accessory maintenance, major janitorial, construction, turf care cultural, building care, playground maintenance, recreation support, swimming pool maintenance, inspection, training, and travel and meetings.

With the significant shortage experienced in 2020, a review of past years' staffing levels and service levels has been conducted. A review of Parks properties only (not including facilities-maintained properties) from 2014 to 2020 shows 57 properties in 2014 and 90 properties in 2020. This increase in properties is better reflected in the hours of service for all properties as the size of properties varies from a small bus shelter to a large park property such as East City Park. Hours of service in 2014 for 57 properties was 20,481, as compared to hours of service in 2020 at 28,395.

During that time, one additional Parks Maintenance Worker has been added. However, seasonal hires have declined steadily and significantly every year during this same period, while seasonal budgets have steadily increased. This review highlights the need to shift from relying on seasonal staff to adding full-time staff to meet current Parks properties service demands. It is proposed to add two additional full-time Parks Maintenance Workers while reducing the number of seasonal hours relied upon to meet the current needs for all parks. This would result in an estimated increase in full-time wages for Parks of \$98,342 with a reduction in part-time wages for Parks of \$94,454 (FY20 budget of \$186,680 to proposed FY22 budget of \$92,226). This shift will provide for the appropriate staffing level to meet the needs of the existing Parks Facilities in Moscow, appropriately meeting the service needs of the City.

STAFF RECOMMENDATION

Recommend approval of the proposed staffing adjustment.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed staffing adjustment, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. memo-Riedner; ParksStaffProposal 062021

MEMORANDUM



To: Gary J. Riedner, City Supervisor
From: Jen Pfiffner, Deputy City Supervisor
c: David Schott, Parks & Facilities Manager
Date: June 23, 2021
Re: Parks Staffing & Service

David Schott, Parks & Facilities Manager, has researched in-depth service levels and demands from 2014 to date. The impetus for this research was critically low staffing levels resulting in reduced service for the 2020 summer season. For the 2020 season, we have one full-time Parks Maintenance Worker on Active Duty with the National Guard. The plan for 2020, knowing this FTE would not be available for work, was to backfill with additional seasonal help. The allocated seasonal budget for FY21 is sufficient to manage this adjustment with a shift in duties for those seasonal positions. It has been and continues to be tremendously difficult to find and hire seasonal staff. We reviewed the number of seasonal positions again to address this concern and made a wage adjustment within the current FY21 budget appropriation. The wage adjustment has not improved the situation.

At this time, we have not been able to fill seasonal mowing positions, and full-time Parks Maintenance crews are having to fill in, which results in other tasks and duties not being fulfilled. Core services are being maintained throughout Parks and includes mow and trim on a reduced rotation, litter, trash, restrooms, ballfields, Market assistance, and equipment maintenance. Secondary services that staff addresses, if possible, include irrigation, turf care, tree care, and shrub bed maintenance. Tertiary services that are primarily going unaddressed include leaf/branch pickup, access routes and creek maintenance, park accessory maintenance, major janitorial, construction, turf care cultural, building care, playground maintenance, recreation support, swimming pool maintenance, inspection, training, and travel and meetings.

With the significant shortage experienced in 2020, a review of past years' staffing levels and service levels has been conducted. A review of Parks properties only (not including facilities-maintained properties) from 2014 to 2020 shows 57 properties in 2014 and 90 properties in 2020. This increase in properties is better reflected in the hours of service for all properties as the size of properties varies from a small bus shelter to a large park property such as East City Park. Hours of service in 2014 for 57 properties was 20,481, as compared to hours of service in 2020 at 28,395.

During that time, one additional Parks Maintenance Worker has been added. However, seasonal hires have declined steadily and significantly every year during this same period, while seasonal budgets have steadily increased. A table showing the budgeted amounts for seasonal staff compared to the actual budget expended for seasonal staff follows:

Fiscal Year	Budget	Actual	Actual/Budget
-------------	--------	--------	---------------

FY2015	\$100,605	\$87,230	87%
FY2016	\$132,105	\$117,543	89%
FY2017	\$132,105	\$114,499	87%
FY2018	\$132,732	\$86,173	65%
FY2019	\$147,844	\$99,293	67%
FY2020	\$174,425	\$107,574	62%

This review highlights the need to shift from relying on seasonal staff to adding full-time staff to meet current Parks properties service demands. It is proposed to add two additional full-time Parks Maintenance Workers while reducing the number of seasonal hours relied upon to meet the current needs for all parks. This would result in an estimated increase in full-time wages for Parks of \$98,342 with a reduction in part-time wages for Parks of \$94,454 (FY20 budget of \$186,680 to proposed FY22 budget of \$92,226). This shift will provide for the appropriate staffing level to meet the needs of the existing Parks Facilities in Moscow, appropriately meeting the service needs of the City.