

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

**Monday,
September 13, 2021**

4:30 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. The meeting is streamed on YouTube and Spectrum Cable 1301. A link to stream the meeting can be found on the City website (www.ci.moscow.id.us). Thank you for your interest in City government.

REGULAR AGENDA

- 1. Approval of August 9, 2021 Administrative Committee Minutes (ACTION ITEM) - Taylor Riedner**
- 2. Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona**

The Moscow Chamber of Commerce is hosting the inaugural Moscowberfest on Saturday, October 2nd, from 4 pm to 8 pm on Main Street between 3rd and 5th Streets. The event is intended to be an annual event stylized in the spirit of fall folk festivals. The applicant anticipates 16 beer and/or wine tents/vendors and 4 food vendor tents, face painting, chalk drawing, yodeling competition, chicken dance, sidewalk checkers, two music locations featuring traditional music, cardboard cutouts for photo opportunities. etc. The event has been reviewed and approved as of August 25, 2021.

Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscowberfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

PROPOSE ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event; or provide staff with further direction.

- 3. Professional Services Amended Agreement for Alternative Water Supply Project (ACTION ITEM) - Tyler Palmer**

The City of Moscow is administering the contract on behalf of the Palouse Basin Aquifer Committee for the Palouse Groundwater Basin Alternative Water Supply Project. The base project anticipated the need for amendments as the project progressed. This amendment extends the work to include additional work to coordinate with fisheries, and also generate operations and maintenance estimates for alternatives 1 and 2. The proposed amendment extends the contract time to March 31, 2021, and adds

\$56,605.00 to the contract, which will be transferred to the City prior to any payment on the amendment. This amendment was approved by PBAC at their August 19, 2021 meeting, contingent on the approval for the extension of administrative services by the City.

PROPOSED ACTIONS: Recommend approval of the proposed Amended Agreement for Alternative Water Supply Project; or provide staff further direction.

4. Affordable Housing Grant Program Proposal (ACTION ITEM) - Bill Belknap

During the development of the FY2022 Budget, the City Council appropriated \$30,000 in funding to be utilized to promote the development of affordable housing within the community. City staff have met with affordable housing developers within the City including the Moscow Affordable Housing Trust and the local Habitat for Humanity Chapter to discuss how the funds could be utilized to leverage grants and donations to support the construction of affordable housing. Staff has prepared an outline for a potential affordable housing grant program that would be available for nonprofit organizations focused upon the development of affordable housing. The outline identifies eligible organizations, allowed use of the grant funds, homebuyer qualifications, and ongoing housing affordability requirements. Staff will provide an overview of the proposed program for the Council's review and consideration.

PROPOSED ACTIONS: Review the proposed program outline and provide staff with direction.

REPORTS

2020 Weed Monitoring Report and Pesticide Free Park – David Schott

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.

Administrative Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, August 9, 2021

4:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 4:00 p.m.

PRESENT: Brandy Sullivan, Sandra Kelly, Gina Taruscio

OTHERS: Mayor Bill Lambert, Council Member Art Bettge

STAFF: Mia Bautista, Gary Riedner, Bill Belknap, Jen Pfiffner, Tyler Palmer, Megan Cherry, Taylor Riedner

REGULAR AGENDA

1. Approval of July 26, 2021 Administrative Committee Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Renewal of Intermodal Transit Center Lease with SMART Transit (ACTION ITEM) - Gary J. Riedner

The City currently leases space in the Intermodal Transit Center to Regional Public Transportation (RPT) dba SMART Transit. The initial lease was executed on September 4, 2012, and the term was three years, expiring on September 30, 2015. In 2016, an amendment extended the term of the original lease for an additional five (5) years, expiring on September 20, 2020. Due to an oversight on the part of both the City and SMART, the lease was not renewed prior to expiration. SMART has been occupying the Intermodal Transit Center under the terms of the prior lease, pending the negotiation of a new lease. The attached lease has been updated and prepared by the City Attorney and reviewed by SMART Transit Executive Director Ben Aiman and the SMART Transit Board.

PROPOSED ACTIONS: Recommend approval of the Lease Agreement Between Regional Public Transportation (dba SMART Transit) and the City of Moscow, and approve of the Resolution authorizing said Lease, or provide staff further direction.

Riedner introduced the item as written above. The contract has been continued on a month-to-month basis since it was expired and the lease will renew at a 5-year term. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

3. Open Container Ordinance Revisions for Downtown Events (ACTION ITEM) – Gary J. Riedner / Mia Bautista

The City of Moscow has sponsored and approved community events such as Art Walk, and the Vandal Town Block Party, as well as the expansion of sidewalk cafés, and has approved events in downtown Moscow and in Moscow's parks where the City Council passed resolutions allowing for the vending and responsible consumption of beer and/or wine under certain conditions during an event. As the City Council wants to foster a vibrant downtown community atmosphere, and encourage and promote downtown businesses to collaborate in making these events successful, staff has been requested to review the process for the creation of an Entertainment District. Within the Entertainment District, community events could be held, and upon adoption of a resolution of the City Council, the sale and responsible consumption of beer and wine could occur. In order to allow the consumption of beer and wine outside of sidewalk cafés or a beer garden, the City would have to create an exemption to Moscow City Code 10-1-12, commonly known as the "open container" ordinance, which prohibits the possession of alcoholic beverages while present in a public place or a place where the public has

permitted access, including public streets and/or public rights-of-way in the City except in accordance with specific regulations adopted by the Council by Resolution.

The attached draft Ordinance contains necessary revisions to the Moscow City Code to allow the creation of an Entertainment District to be defined by the map attached to the draft Ordinance and to allow the inclusion of the Entertainment District as an additional exemption to the open container prohibition.

PROPOSED ACTIONS: Recommend adoption of the Ordinance creating the Entertainment District and including the Entertainment District as an additional exemption to the open container prohibition, or provide staff further direction.

Riedner provided that the origin of the request came from Mayor Lambert. In 2019, City Council implemented a beer garden process for events. Some of the larger events covering more areas, such as Artwalk, would benefit from the entertainment district. Beer and wine would still be vending under the state alcohol code. The entertainment district would allow individuals to roam within the designated area with an open container. Activities utilizing the entertainment district will still need to approach Council for approval. Both the City Clerk and City Attorney have been consulted with to confirm the public's use of right-of-way and alcohol regulations are still met.

Mayor Lambert shared his support in the entertainment district and explained how helpful it would be to the downtown businesses. He also reassured that Council will still be able to review each request as they come up.

Riedner shared that the map in the packet highlights the central business corridor and extends to nearby breweries. This covers the typical entertainment venues. However, the entire footprint may not be used for each event. Applicants must determine the areas they wish to utilize for each event, and Council will review it before approval. The City cannot change open container rules on state highways, and therefore the entertainment district is limited to areas of the City's public right-of-way and a safe distance away from traffic.

Bautista added the process the legal department took to stay adhered to the open container prohibition. All businesses selling alcohol are still required to follow their licenses and regulations and only sell the liquor in the area they are permitted to sell. The proposal does not change business operations but the consumers.

Kelly asked what precautions will be taken to regulate minors in the area. Riedner responded that the entrances to the site would be restricted access, and of-age participants will likely be asked to wear a wristband of the sort. Vendors are not relieved of their responsibility to identify minors either. Each event may also require the applicant to explain the type of security that will be present. Bringing in additional police officers may be an option; however, the applicant would be responsible for reimbursing those costs.

George Skandalos (Maialina, Moscow) expressed his support of the proposal and the positive impact on businesses. Maialina is planning on hosting an Oktoberfest celebration which would be open to the public. The entertainment district would allow other local vendors and breweries to be involved in the event.

Riedner shared that there will be additional details added and finalized before Council. The Committee recommended approval and that it be placed on the Council regular agenda.

REPORTS

Staff Report (if needed)

ADJOURN

The meeting adjourned at 4:20 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, September 13, 2021



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

Jen Pfiffner, Deputy City Supervisor - Culture, Recreation and Employee Services

OTHER RESOURCES

AGENDA ITEM TITLE

Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Amanda Argona

DESCRIPTION

The Moscow Chamber of Commerce is hosting the inaugural Moscowberfest on Saturday, October 2nd, from 4 pm to 8 pm on Main Street between 3rd and 5th Streets. The event is intended to be an annual event stylized in the spirit of fall folk festivals. The applicant anticipates 16 (sixteen) beer and/or wine tents/vendors and four (4) food vendor tents, face painting, chalk drawing, yodeling competition, chicken dance, sidewalk checkers, two music locations featuring traditional music, cardboard cutouts for photo opportunities. etc. The event has been reviewed and approved as of August 25, 2021.

Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscowberfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration.

STAFF RECOMMENDATION

Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event.

PROPOSED ACTIONS

PROPOSE ACTIONS: Recommend approval of the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event; or provide staff with further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2021 - Beer-Wine_The Entertainment District_Moscowberfest_clean

RESOLUTION NO.

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 9-6-35 and 9-8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code 10-1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”); and

WHEREAS, Moscow Chamber of Commerce and Visitor Center (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscowberfest (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event is an event or series of events sponsored by the Event Sponsor, intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING MOSCOWBERFEST 2021:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 2nd day of October, 2021, from 4:00 p.m. to 8:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk one (1) copy of written proof that the licensed vendor(s) has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the City Clerk one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. City shall be named as an additional insured on the insurance policy of the licensed vendor.
4. No less than ten (10) days prior to the Permitted Event, the Event Sponsor shall deliver to the City Clerk the signed original of the Application, attached as Attachment "B", with City to defend, hold harmless and indemnify City of Moscow, Idaho, its agents, servants, employees, officers and contractors from any and all claims, causes of action or damages which may arise from the Event Sponsor's use of The Entertainment District.
5. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

Vendor:

1. The number of licensed vendor's selling beer and/or wine allowed at the Permitted Event, will be reviewed and approved as part of the permitting process.
2. All beer and/or wine shall be sold only by a licensed vendor.

3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.
4. The name, address, telephone number, alcohol license permit number of every licensed vendor, and proof of insurance covering the vendor's activities (as required herein) shall be provided to the City Clerk no less than ten (10) days prior to the Permitted Event at which such licensed vendor shall sell beer and/or wine.
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Entertainment District during the Permitted Event, unless it is a City sponsored event.
6. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be consuming beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed at a central identification checking station where they shall issue one (1) wristband per individual 21 years of age or older.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Event Sponsor shall have sole discretion on who will provide security at the Permitted Event and shall be responsible for all payment and costs associated with such security services.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the City Clerk three (3) copies of a site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine sales and dispensing area within The Entertainment District; (b) food sales and service areas; (c) location of identification checking station where wristbands will be issued. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Recreation, Culture, and Employee Services or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. All food sales and service shall have a space of no less than ten feet (10') between the approved beer and/or wine sales and dispensing area and the food sales or service area.
4. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
5. No person shall be allowed to purchase, possess or consume open containers of beer and/or wine other than within the Permitted Event footprint as shown on the Event Site Map required by this Resolution and only persons with a designated wristband shall be allowed to purchase, possess or consume beer and/or wine.

6. All beer and/or wine shall be dispensed in and consumed from an opaque or paper container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo for an alcoholic beverage.
7. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.
8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
10. Beer and/or wine shall be sold only within the designated area in The Entertainment District and only between the hours of 4:00 p.m. and 8:00 p.m. local time on the 2nd day of October, 2021, during the Permitted Event.
11. Beer and/or wine shall be consumed only within The Entertainment District between the hours of 4:00 p.m. and 8:00 p.m. local time on the 2nd day of October, 2021, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendor(s) at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the City Clerk, within ten (10) days of the event, the required fee established by Council that is associated with this Resolution.

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this ___ day of ____, 2021.

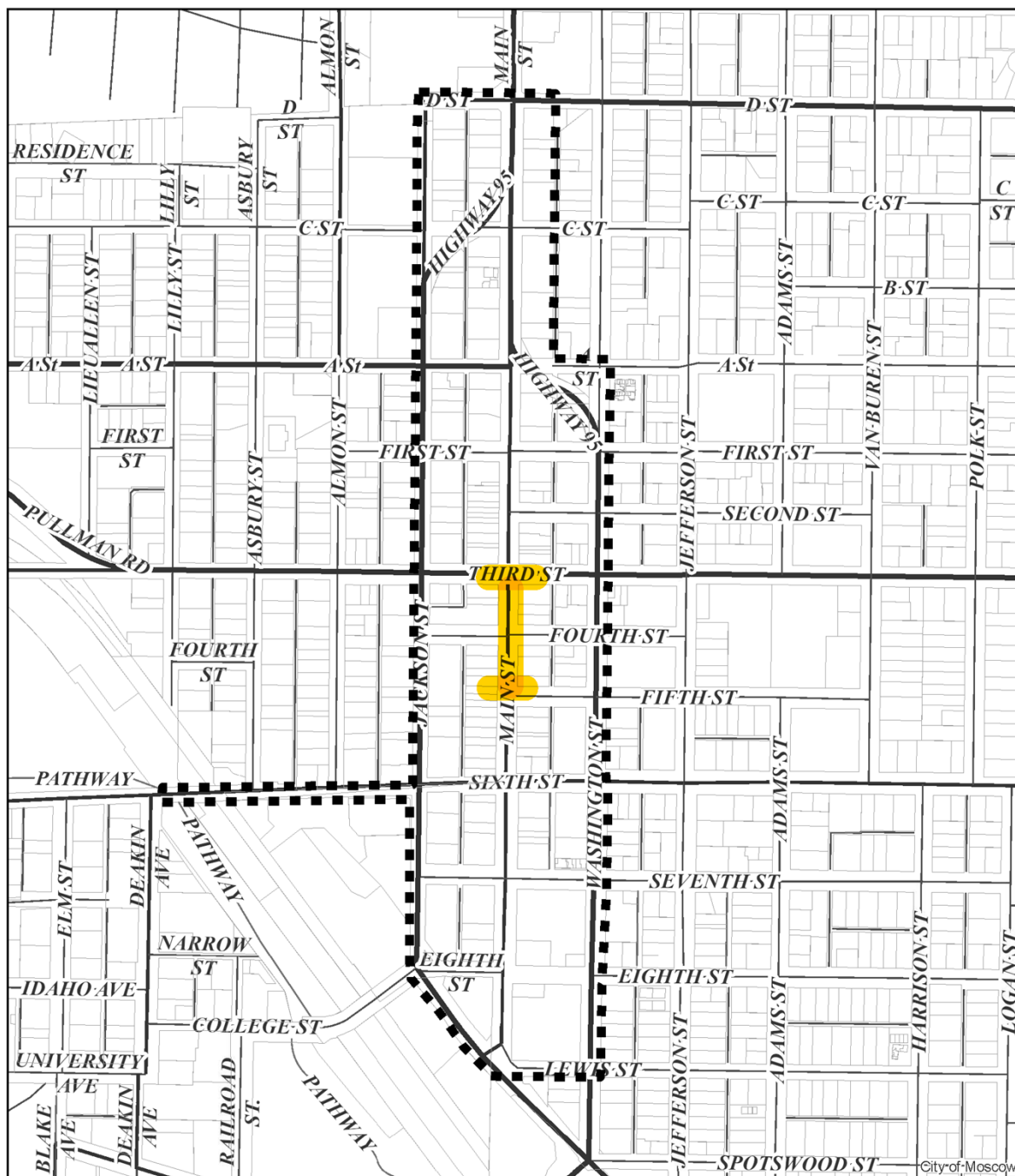
Bill Lambert, Mayor

CERTIFICATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2021.

ATTEST:

Laurie M. Hopkins, City Clerk

Exhibit 'A' - Entertainment District Boundary



Legend

Entertainment District Boundary



Attachment B

City of Moscow Community Events Division EVENT APPLICATION



Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches,
neighborhood block parties to street fairs.

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 206 E. Third Street, Suite 300, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10 Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Moscowberfest
2. Event Date(s): 2 Oct 2021
3. Event Location: Main St, 3rd to 5th St
4. Are you requesting a street closure for Event? Yes ☒ No ☐

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)

Main St between 3rd + 5th

5. Do you require parking restrictions for the Event? Yes ☒ No ☐

If yes, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).

No parking day of event on main between 3rd + 5th

6. Street Closure set-up/Load-in time: 2:00pm Event(s) Start time: 4:00pm
7. Event(s) End time: 8:00pm Street Closure take-down/Load-out time: 9:00pm
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☒ No ☐
9. Is this an annual Event? Yes ☒ No ☐
10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED AUGUST 11, 2021

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



If yes, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

We will use existing trash bins within event footprint as well as provide additional trash cans with vendors and within event footprint

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?

Yes ☒ (continue to Q.12)

No ☐ (skip to Q.14)

All events with alcohol are required to have a Catering Permit.

This process is to be handled by your licensed alcohol Vendor.

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.

Yes ☒ (continue to Q.13)

No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?

Yes ☒ (see item A.)

No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☒ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☒ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☒ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☒ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are NOT pursuing a temporary suspension by City Council Resolution of the Open Container law:

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed Noise Exemption Permit Request with this Event application.

Sound amplification

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:

700

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



public restrooms, street benches

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☒ No ☐

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

- attached info to include

* 14 b3w tents

* 4 food tents

* games / cardboard cutouts / bands

* vision statement :

20. Organization Sponsoring Event: Moscow Chamber of Commerce + Visitor Center
21. Organization Address: 411 S main St Moscow ID 83843
22. Organization Officers/Authorized Representatives: Sam Martinet George Skanelols
23. Individual Responsible for Event Organization: Sam Martinet
24. Individual's Address: 411 S Main St Moscow ID 83843
25. Individual's Day, Message, or Cell Phone Number: 719 251 3913
26. Individual's E-mail: director@moscowchamber.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges that he/she has read and understands the current Idaho Governor's Idaho Rebounds Plan which includes any existing Stay Healthy Order and/or Guidelines and has read the protocols for social/physical distancing, use of face masks/face coverings, and sanitation requirements and guidelines. SPONSOR agrees to comply with the Governor's Order and/or Guidelines and ensure that all participants will comply with the Order and/or Guidelines. SPONSOR acknowledges any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with the City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he and/or any participant is not in compliance with the Governor's Orders and Guidelines and/or is not in compliance with City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: *Samatha Math*

DATE: *19 Aug 21*

EVENT SPONSOR ELECTRONIC SIGNATURE:

☐ By checking this box as an electronic signature, I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that everything in the application is true and correct and that I have authority to bind the group or organization, if applicable, to this Agreement.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

(Required only if printing and submitting in person)

The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly - no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u><i>8/19/21</i></u>	Fees Due: <u><i>\$2004</i></u>	Fees Paid: _____

EVENT APPLICATION - LAST UPDATED AUGUST 11, 2021

Page 5 of 8

*↳ 40 Permit
↳ 124 closure
↳ 100 non-refund. alcohol fee*

Additional Information regarding Moscowberfest 2021 Event Application in response to Event Application Question No. 19.

Moscowberfest is intended to be an annual event on or around a Saturday in October each year in the Downtown area/Entertainment District. The event is family friendly and open to all. In the spirit of October Folk Festivals, Moscowberfest will showcase vendors who can provide thematic food and beverages with a Bavarian and autumnal flair. Music and games and/or outdoor event activities will align with an Oktoberfest/Bavarian theme. We encourage businesses, vendors, and attendees to decorate their business frontage or booth décor and wear thematic attire. Ultimately, the vision for Moscowberfest is a folk celebration showcasing our local food and beverage providers and bringing business and community together in our downtown.

Moscowberfest 2021 will be situated from Third Street to Fifth Street with subsequent street closure (see accompanying map/diagram). To facilitate efficient, safe, and compliant protocols and rules, an ID station will be centralized in close proximity to Friendship Square. The ID station will be highly visible and easy to direct people to and will incorporate appropriate staffing to check ID's, answer questions, manage tokens/souvenir cup transactions, and issue any necessary wrist band verifying legal drinking age. Moscowberfest intends to comply with any required signage as directed by the City of Moscow and utilize waste receptacles consistent with the information provided on the Event application.

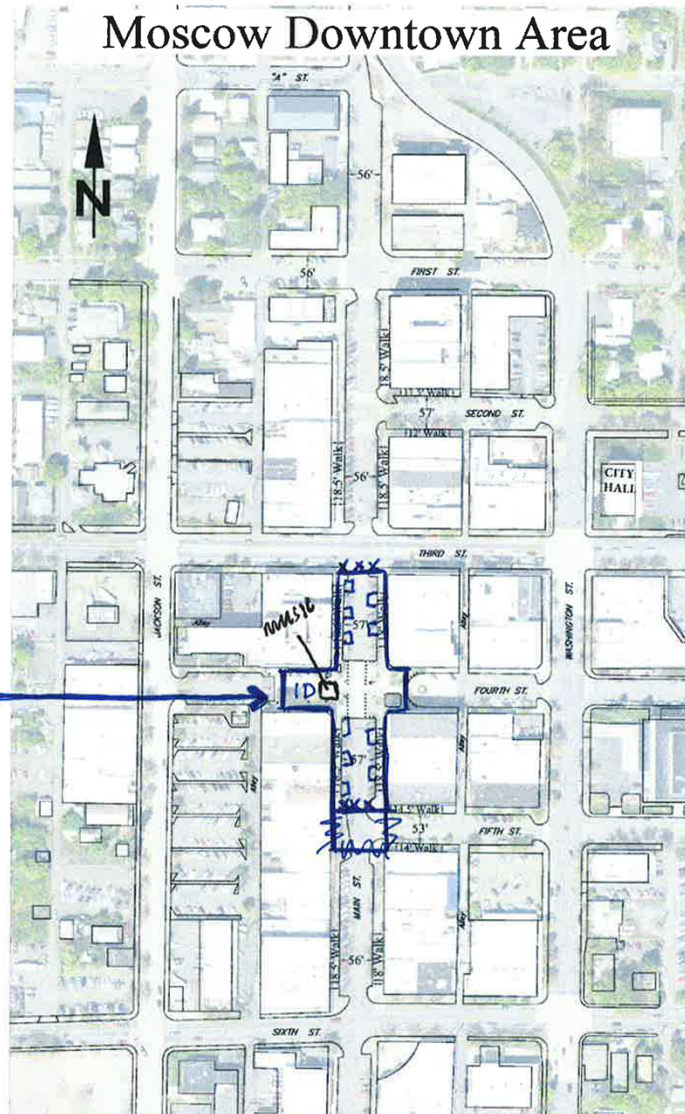
We anticipate 16 (sixteen) beer and/or wine tents/vendors and four (4) food vendor tents. These will be lined on the sidewalks in the designated event location with appropriate spacing as required. We also anticipate various activities for people of all ages, i.e., face painting, chalk drawing, yodeling competition, chicken dance, sidewalk checkers, etc. (activities are still being decided but these are provided as realistic examples at this stage of planning). We also anticipate up to two music locations featuring traditional music, i.e., polka, at Friendship Square and on or near one of the street closure boundaries at 3rd or 5th. In appropriate spaces, we hope to have cardboard cutouts for photo opportunities and to increase the thematic appeal overall.

City of Moscow Community Events Division
EVENT APPLICATION



Moscow Downtown Area

Centralize &
I.D. Cheek
3 token
purchase



NOISE EXEMPTION PERMIT REQUEST
(Moscow City Code 10-11-2)

Requested Event Date(s): 10.2.21 Begin time: 4pm End time: 8pm

Event Location: 3-5th Street

Amplified Music (DJ, party, etc.) ☐ No ☒ Yes

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: multiple local vendors
(If boxed or checked, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: multiple groups

Describe the event: See attached event outline

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: Samantha Martinot

Person responsible for Group or Organization: Samantha Martinot

Requesting Person's Address: Moscow Chamber + Visitor Center 411 S Main St Moscow ID

Home phone: _____ Work phone: 2088821800 Cell phone: 7192513913 Pager: _____
Daytime phone number is required

Responsible person available **AT AND DURING** this event: yes

Cell- or contact-phone during event: 7192513913

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Date: 9.2.21 Requesting Person's Signature: Samantha Martinot

☒ APPROVED ☐ DENIED

Conditions:

Date permit valid: 10/2/21 Hours permit valid: 4pm - 8pm

Noise level (dBA) shall not exceed 85 dBA at ☒ source at ☐ property line

Other Conditions: _____

[Signature]
Chief of Police (208) 883-7054

Community Events Division Event Application Review

Moscowberfest 10/2/21 4-8 p.m.
Event Name **Date(s)/Time(s)**

DEPARTMENT/DIVISION DESIGNEE **EVENT(S) APPROVED/DENIED** **DATE REVIEWED**

Chief James Boyle Jr.

x — 08/25/21

Moscow Police Department

Approve Deny

Officer presence required? — — —
 Yes No N/A

Officers available? — — —
 Yes No N/A

Dan Ellinwood

x — 08/20/21

Moscow Volunteer Fire Department

Approve Deny

David R. Schott

X — 08/24/21

Parks and Recreation Department

Approve Deny

[Signature]

X — 08/24/21

Community Development-Engineering Division

Approve Deny

[Signature]

X — 08/20/21

Public Works-Environmental Services Division

Approve Deny

[Signature]

x — 08/20/21

Public Works-Streets Department

Approve Deny

Street closure required? x — —
 Yes No N/A

ITD permit required? — x —
 Yes* No N/A

*Application will remain pending until ITD grants applicant a permit

Time of street closure? x:xx am/pm x:xx am/pm
 Start End

Kelsey Manning

8/25/21

City Clerk/Deputy City Clerk Date



CITY OF MOSCOW

206 E. THIRD
MOSCOW, ID 83843
208-883-7000

PERMIT NUMBER: CE2021-14

EVENT DATE: 10/2/21

EVENT TIME: 4-8 p.m.

THIS IS TO CERTIFY THAT

Moscow Chamber of Commerce and Visitor Center
411 S Main St
Moscow, ID
83843

IS HEREBY GRANTED A CITY OF MOSCOW COMMUNITY EVENT PERMIT FOR THE LOCATION NAMED
BELOW WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSCOW, IN CONFORMITY WITH THE
PROVISIONS OF CHAPTER 17, TITLE 10 OF THE MOSCOW CITY CODE.

PERMIT TYPE: Community Event

PERMIT LOCATION: Main St from 3rd to 5th St

I, _____, CERTIFY UNDER PENALTY OF PERURY PURSUANT TO THE LAWS
OF THE STATE OF IDAHO, THAT THE FOREGOING IS TRUE AND CORRECT. I AGREE TO ALL THE TERMS AND
CONDITIONS OF MOSCOW CITY CODE TITLE 10, CHAPTER 17 PARADE; PUBLIC ASSEMBLY AND
RESOLUTION 2015-05 POLICY AND PROCEDURES FOR RIGHT-OF-WAY PERMITS. DAMAGE TO ANY
PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ISSUED THIS _____ DAY OF _____, 2021

(SIGNATURE OF LICENSEE)

DATE

Nelsey Manning

(SIGNATURE OF STAFF)

8/25/21

DATE

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



This application is required for Events requesting Alcohol Use within the Moscow Downtown Central Business Zoning District. Applicants are to submit their completed Event Application to the Community Events Division first. Upon approval of Event, Applicants may then submit this form along with the non-refundable fee to begin the review process by City Council for their Alcohol Use request. City Council has the ability to deny Alcohol Use requests, but applicants may still move forward with their approved Event without alcohol.

Ideal timeline for Events requesting Alcohol Use:

1. At least two months prior to event, Applicant submits Event Application for review.
2. Upon approval of Event, Applicant submits Alcohol Use Application and pays \$100 non-refundable fee.
3. Staff drafts a Resolution for the beer/wine garden request OR a Resolution for the temporary suspension of open container law. Applicants must provide their licensed alcohol providers to staff to include in the draft Resolution.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, Applicant pays any remaining fees and is issued permit for Event.

Name of Event: Moscobberfest

Event Date(s): 2 Oct 2021

Event Location: Downtown, Main St. between 3rd + 5th St.

Event Start time: 4:00 pm Event End time: 8:00 pm

Responsible Individual listed on Event Application: Sam Martinet

By signing this Alcohol Use Application, Applicant understands that their Event may not have alcohol unless approved by City Council and that City Council has the right to deny Alcohol Use Requests for Events. Applicant also understands that the Alcohol Use Fee of \$100 is non-refundable regardless of the decision issued by City Council.

Sam Martinet
Signature of Responsible Individual for Event Organization

8/19/21
Date

Date Received: 8/19/21

Date non-refundable fee paid: 9/3/21 Km

COMMITTEE STAFF REPORT

DATE: Monday, September 13, 2021



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Professional Services Amended Agreement for Alternative Water Supply Project (ACTION ITEM) - Tyler Palmer

DESCRIPTION

The City of Moscow is administering the contract on behalf of the Palouse Basin Aquifer Committee for the Palouse Groundwater Basin Alternative Water Supply Project. The base project anticipated the need for amendments as the project progressed. This amendment extends the work to include additional work to coordinate with fisheries, and also generate operations and maintenance estimates for alternatives 1 and 2. The proposed amendment extends the contract time to March 31, 2021, and is adds \$56,605.00 to the contract, which will be transferred to the City prior to any payment on the amendment. This amendment was approved by PBAC at their August 19, 2021 meeting, contingent on the approval for the extension of administrative services by the City.

STAFF RECOMMENDATION

Recommend approval of the proposed Amended Agreement for Alternative Water Supply Project.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Amended Agreement for Alternative Water Supply Project; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Professional Services Amended Agreement for Alternative Water Supply Project. Final

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

THIS AMENDED AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Amended 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 Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

W I T N E S S E T H :

WHEREAS, CITY contracted with CONSULTANT on October 9, 2020 for completion of consulting services for Palouse Groundwater Basin Alternative Water Supply Project, see Attachment "A" (hereinafter "Project"); and

WHEREAS, CONSULTANT identified a data gap regarding the need to develop phased estimated annual operations and maintenance costs for each of the four alternatives for Project; and

WHEREAS, CITY desires to hire CONSULTANT to perform the additional work in support of the Project to fill this data gap as outlined in Attachment "B" (hereinafter "Amended Project");

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

SECTION I: THE AMENDED PROJECT

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

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for the Amended Project herein have been prepared by CONSULTANT through exercise of their professional experience and judgment in applying presently available cost data (see Attachment "C"); but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Amended Agreement shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by a similarly situated professional organization. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SECTION III: COMPENSATION

- A. CONSULTANT shall perform all work necessary to complete the Amended Project for an amount not to exceed Fifty-Six Thousand Six Hundred Five Dollars (\$56,605.00) as reflected in Attachment “C”.
- B. Other Considerations Regarding Fees and Costs.

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

SECTION IV: SCOPE OF WORK and CONSULTANT RESPONSIBILITIES

CONSULTANT shall complete the entire work on the Amended Project as outlined in Attachment “B” which is herein made a part of this Amended Agreement. Such work shall be conducted in a good and workmanlike manner which meets or exceeds industry standards.

CONSULTANT shall report progress no less than once every one (1) month to the Palouse Basin Aquifer Committee (PBAC).

SECTION V: CITY RESPONSIBILITIES

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

SECTION VI: AMENDED PROJECT SCHEDULE

CONSULTANT shall achieve final completion of the Amended Project on or before March 31, 2022. In the event of unavoidable delays beyond CONSULTANT’s control, CONSULTANT, upon concurrence by CITY, shall be granted a reasonable extension. The length of extensions due to such delays shall be as determined by CITY. CITY shall be notified of such delays or potential delays within two (2) working days of CONSULTANT’s knowledge of such delays.

SECTION VII: INDEPENDENT CONTRACTOR

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

SECTION VIII: TERMINATION

- A. Termination of Amended Agreement.

This Amended 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 Amended Agreement upon thirty (30) days written notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, including direct expenses and including a percentage of the fixed fee based upon the work completed.

B. Termination of Amended Project.

If any portion of the Amended Project covered by this Amended 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 Amended Agreement or, where the Amended Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the work completed.

SECTION IX: INSURANCE

A. CONSULTANT's Errors and Omissions Insurance.

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

B. CONSULTANT's Additional Insurance.

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

SECTION X: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Amended Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONSULTANTS or its

subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of CONSULTANT or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

SECTION XI: CONFLICT OF INTEREST

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

SECTION XII: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Amended Agreement and the attachments hereto contain the entire Amended Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Amended Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Amended Agreement, without the prior written consent and express authorization of CITY.

SECTION XIII: LICENSES AND ADHERENCE TO LAW REQUIRED

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

SECTION XIV: NON-DISCRIMINATION

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex, national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for

employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including internship. CONSULTANT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION XV: LEGAL FEES

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

SECTION XVI: JURISDICTION, VENUE AND NONWAIVER

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

SECTION XVII: SPECIAL WARRANTY

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

SECTION XVIII: COMMUNICATION

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

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

SECTION XIX: NON-APPROPRIATION

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

SECTION XX: APPROVAL REQUIRED AND SEVERABILITY

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

SECTION XXI: EXECUTION

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

CONSULTANT

CITY

City of Moscow, Idaho

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

By: _____
Bill Lambert, Mayor

ATTEST

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
 _____) ss:
 County of _____)

On this _____ day of _____, 2021, before me, a Notary Public in and for said State, appeared Derek Forseth, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Alta Science and Engineering, Inc.

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

Attachment A

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

THIS AGREEMENT FOR PROFESSIONAL SERVICES FOR PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY PROJECT BETWEEN CITY OF MOSCOW, IDAHO AND ALTA SCIENCE AND ENGINEERING (hereinafter "Agreement"), is made and entered into this 9th day of October, 2020, by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Alta Science and Engineering, 220 E 5th St #325, Moscow, Idaho, 83843 (hereinafter "CONSULTANT").

WITNESSETH:

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

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

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

SECTION I: THE PROJECT

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

SECTION II: QUALIFIED ESTIMATES OF COST

The estimates of cost for Project herein are to be prepared by CONSULTANT through exercise of their professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Nothing in this Agreement shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by a similarly situated professional organization. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SECTION III: COMPENSATION

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

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

SECTION IV: SCOPE OF WORK and CONSULTANT RESPONSIBILITIES

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

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

Project Management

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

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

Deliverables

- Regular communication and coordination with PBAC.

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

SECTION V: CITY RESPONSIBILITIES

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

SECTION VI: PROJECT SCHEDULE

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

SECTION VII: INDEPENDENT CONTRACTOR

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

SECTION VIII: TERMINATION

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days written notice without cause and without further liability to CONSULTANT except as designated by this

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

B. Termination of Project.

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

SECTION IX: INSURANCE

A. CONSULTANT's Errors and Omissions Insurance.

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

B. CONSULTANT's Additional Insurance.

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

SECTION X: HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by this Agreement, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property, and losses, expenses and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONSULTANTS or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of CONSULTANT or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from

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

SECTION XI: CONFLICT OF INTEREST

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

SECTION XII: ENTIRE AGREEMENT, MODIFICATION, AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONSULTANT shall not subcontract, transfer, sell, or assign its rights (including the right to compensation) or duties under this Agreement, without the prior written consent and express authorization of CITY.

SECTION XIII: LICENSES AND ADHERENCE TO LAW REQUIRED

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

SECTION XIV: NON-DISCRIMINATION

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

employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION XV: LEGAL FEES

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

SECTION XVI: JURISDICTION, VENUE AND NONWAIVER

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

SECTION XVII: SPECIAL WARRANTY

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

SECTION XVIII: COMMUNICATION

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

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

SECTION XIX: NON-APPROPRIATION

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

SECTION XX: APPROVAL REQUIRED AND SEVERABILITY

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

SECTION XXI: EXECUTION

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

CONSULTANT

CITY

City of Moscow, Idaho

By: [Signature]
Derek Forseth, CEO
Alta Science and Engineering, Inc.

By: [Signature]
Bill Lambert, Mayor



ATTEST
[Signature]
Laurie M. Hopkins, City Clerk

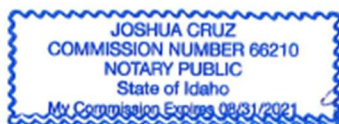
Approved As To Form:

[Signature]
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho)
County of Latah) ss:

On this 13th day of October, 2020, before me, a Notary Public in and for said State, appeared Derek Forseth, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Alta Science and Engineering Inc.



[Signature]
Notary Public for Idaho
Residing at 222 E Troy Rd Moscow ID 83843
My commission expires: 8/31/2021

Attachment B



alta-se.com

220 East Fifth Street, Suite 325
Moscow, Idaho 83843
Ph: (208) 882-7858; Fax: (208) 883-3785

MEMORANDUM

To: Paul Kimmell, PBAC
Korey Woodley, PBAC

From: Robin Nimmer

Date: August 17, 2021

Alta Project No.: 20008

Subject: Amendment 1 to the Professional Services Agreement in support of the Project Management Services for the Palouse Groundwater Basin Alternative Water Supply Project

1 Background

The Consultant is currently engaged in the execution of Professional Services Agreement for Palouse Groundwater Basin Alternative Water Supply Project Management Services.

A data gap was identified regarding the need to develop phased estimated annual operations and maintenance (O&M) costs for each of the four alternatives for documentation that would complement construction cost phasing that has been performed by Consultant. This data gap was identified during review of the draft technical memorandum (TM) for the interim steps investigation. Alternatives 3 and 4 are packaged such that the estimated annual O&M costs developed by others can be directly applied to the phased alternatives. However, Alternatives 1 and 2 require evaluation to develop the phased annual O&M costs. This O&M cost phase allocation evaluation is proposed to be performed under existing Task 3.3.

During a June 2021 call with Washington Department of Ecology (Ecology) regarding water rights, Ecology highlighted the importance of seeking input from federal and state fisheries agencies as such input is an important factor with respect to potential new surface water withdrawals in Washington state (as well as Idaho). While the consultant team is aware of this linkage, Ecology encouraged the consultant team to initiate contact as early in the process of supplementary water supply alternative evaluation as possible, as their input could result in significant implications as to the viability of one alternative versus another. This fisheries agency engagement is proposed to be performed under a new Task 6.

The Scope of Work section that follows provides the details of these tasks.

2 Scope of Work

Consultant will perform the following tasks as an amendment to the Professional Services Agreement in support of the Project Management Services for the Palouse Groundwater Basin Alternative Water Supply Project.

2.1 Task 1 Project Administration

Consultant will perform project administrative duties in coordination with this amendment.

2.2 Task 3.3 Water Supply Alternatives Interim Steps

Consultant will escalate the estimated annual O&M costs developed by others as part of the Anchor QEA (2017) report to 2021 dollars for the four primary alternatives. The O&M cost tables included in the Anchor QEA (2017) report will be updated to document the escalation for each of the alternatives. Consultant will assign the 2021 O&M costs to the phased alternatives established as part of the work performed under Task 3.3 of the current scope of work.

Consultant will evaluate O&M costs for Alternatives 1 and 2 to properly allocate the costs to the phases. We will use a simple percent allocation based on engineering judgment to allocate the costs associated with "water treatment facility operations" and "maintenance of facilities." We will develop conceptual hydraulic models to allocate costs for "pumping" and "hydropower generation."

Meetings:

- None.

Deliverables:

- Technical Memorandum – 2021 O&M Cost Updates.
- Updated O&M cost summary tables and phased O&M cost allocation for Alternatives 1 and 2.

Clarifications:

- Cash flow diagrams will not be generated for this task.
- A high-level, conceptual hydraulic analysis will be developed to establish flow and head conditions to inform the cost allocation of the annual pumping costs documented in the Anchor QEA (2017) report.
- Cost allocations for water treatment facility operations and maintenance of facilities will be based on phased flowrates and engineering judgement.

2.3 Task 6 Fisheries Agency Pre-Consultation Coordination

Consultant will perform the following activities as part of this new task:

- Conduct limited review of existing, readily available historical documents pertaining to previous correspondence, meetings, and documentation regarding potential impacts to protected aquatic species and their habitat associated with each of the four alternatives being considered that were prepared by the previous consultant team. Perform cursory review of existing basin watershed and fisheries analysis reports to prepare for meaningful conversations with fisheries agencies.
- Develop a brief summary of information obtained through review of historical project documents and of existing basin watershed and fisheries analysis reports to aid in the initial outreach to the fisheries agencies. The information summary will serve as a

platform for introductions to the project alternatives and characterization of data gathering performed to-date. The purpose of this summary is to prepare to answer questions that the agencies will likely ask.

- Identify data gaps related to fisheries agencies consultation and permitting that are encountered during the document review step to provide a list of required future work to facilitate environmental permitting and/or consultation.
- Support the client in identifying an appropriate federal lead/action agency based on review of the alternatives and existing information related to potential aquatic and fisheries impacts. Final determination of a federal lead is at the discretion of the agencies.
- Facilitate initial conversation(s) with federal lead/action agency(ies) as appropriate.
- Develop a fisheries agencies engagement strategy for these initial meetings. The fisheries engagement strategy will be shared with Client for review and approval.
- Conduct series of outreach meetings (virtual) with potential federal lead/action and fisheries agencies, as well as related governmental entities, as necessary per the defined engagement strategy, and convey meeting outcomes to Client. Agencies that will likely be contacted include Washington Department of Ecology, Washington Department of Fish and Wildlife, Idaho Fish and Game, Idaho Department of Water Resources, National Marine Fisheries Service, US Fish and Wildlife Service, Bureau of Reclamation, and US Army Corps of Engineers. The budget assumes approximately eight 1.5-hour meetings.

Meetings:

- Review meeting of draft fisheries agencies engagement strategy
- Virtual meeting(s) with potential federal lead/action agency(ies)
- Multiple external fisheries agencies virtual meetings

Deliverables:

- Summary of historical project documentation and existing basin watershed and fisheries analysis reports regarding potential aquatic species impacts
- Data gap list
- Draft and final internal fishery agency engagement strategy
- Meeting summary notes

Clarifications:

- No travel will be required. Meetings will be conducted virtually.

3 Schedule

The tasks described herein are estimated to be completed in accordance with the following schedule based on the assumption that this Amendment No. 1 will be signed and notice-to-proceed issued by mid-August, 2021:

Table 1. Estimated Scope of Work Performance Schedule

Task	Task Performance Schedule	
	Begin	End
Task 1 – Project Management	August 2021	October 2021
Task 3.3 – Annual O&M Cost Phased Alternative Allocation	August 2021	September 2021
Task 6 – Federal and State Fisheries Agencies Pre-Consultation Coordination		
Review project historical information and existing watershed/fisheries reports, prepare summary, identify data gaps, and develop agency outreach plan	August 2021	September 2021
Engage in agency meetings and prepare meeting summaries	September 2021	October 2021

4 Compensation

Table 2 presents a summary of the task compensation budget estimates based on the work plan presented herein and assumptions stated previously. Task 6 efforts are, in part, dependent on agency responses and requirements; if it appears that the actual level of effort will exceed the amounts assumed because of agency(ies) requests for additional meetings or information beyond assumed levels, Consultant will discuss a potential change in scope and compensation before proceeding. The fees will be billed as time and materials and will not exceed the total amount of \$56,605 without prior approval by Client.

Table 2. Compensation Budget

Task	Budget
Task 1 – Project Management	\$ 3,455
Task 3.3 – Annual O&M Cost Phased Alternative Allocation	\$ 8,250
Task 6 – Federal and State Fishery Agency Pre-Consultation Coordination	\$ 44,900
TOTAL AMENDMENT No. 1 BUDGET	\$ 56,605

Attachment C



Cost Proposal for Amendment 1

Date: 08/17/21

Project:	City of Moscow - PBAC Water Supply Project	Project Number:	20008
Client:	City of Moscow	Project Manager:	Robin Nimmer
Client Contact:	Tyler Palmer		
Client Address:	P.O. Box 9203 Moscow, ID 83843		
Phone:	208-883-7000		
Project Address:	Moscow, ID		

Description	Hours	Billing Rate	Contract Total
<u>20008-10 Project Management</u>			
<i>Labor</i>			
Project Administrator II	5	75.00	\$375.00
		Labor total	\$375.00
<i>Consultant</i>			
Jacobs			\$3,080.00
		Consultant total	\$3,080.00
20008-10 Project Management total			\$3,455.00
<u>20008-30-30 Interim Steps</u>			
<i>Consultant</i>			
Jacobs			\$8,250.00
		Consultant total	\$8,250.00
20008-30-30 Interim Steps total			\$8,250.00
<u>20008-60 Fishery Agency Pre-Consultation Coordination</u>			
<i>Labor</i>			
Sr. Hydrogeologist	48	140.00	\$6,720.00
Project Administrator II	6	75.00	\$450.00
Principal Engineer	2	165.00	\$330.00
		Labor total	\$7,500.00
<i>Consultant</i>			
Jacobs			\$32,120.00
McCormick			\$5,280.00
		Consultant total	\$37,400.00
20008-60 Fishery Agency Pre-Consultation Coordination total			\$44,900.00
Total for Amendment 1			\$56,605.00

COMMITTEE STAFF REPORT

DATE: Monday, September 13, 2021



RESPONSIBLE STAFF

Bill Belknap, Deputy City Supervisor, Community Planning and Design

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Affordable Housing Grant Program Proposal (ACTION ITEM) - Bill Belknap

DESCRIPTION

During the development of the FY2022 Budget, the City Council appropriated \$30,000 in funding to be utilized to promote the development of affordable housing within the community. City staff have met with affordable housing developers within the City including the Moscow Affordable Housing Trust and the local Habitat for Humanity Chapter to discuss how the funds could be utilized to leverage grants and donations to support the construction of affordable housing. Staff has prepared an outline for a potential affordable housing grant program that would be available for nonprofit organizations focused upon the development of affordable housing. The outline identifies eligible organizations, allowed use of the grant funds, homebuyer qualifications, and ongoing housing affordability requirements. Staff will provide an overview of the proposed program for the Council's review and consideration.

STAFF RECOMMENDATION

Review the proposed program outline and provide staff with direction.

PROPOSED ACTIONS

PROPOSED ACTIONS: Review the proposed program outline and provide staff with direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Affordable Homeownership Grant Program

Affordable Homeownership Grant Program Proposal

Annual Allocation

- City would allocate \$30,000-\$40,000 per fiscal year to the Affordable Homeownership Grant program.

Organization Eligibility

- Eligible non-profit housing developers (501C3 entities with a primary purpose of providing affordable housing).

Application Process

- Applications would be accepted annually beginning October 1st on a first come first served basis until the annual allocation has been exhausted.
- The maximum grant award shall be \$10,000 per housing unit, unless otherwise approved by the Council.
- Unless otherwise specified, grant awards would be upon reimbursement basis subject to final verification of sales price and buyer qualification. The grant award shall be paid within 30 days of receipt of notice of property closing.
- Grant awards shall be effective for 12 months, from date of approval, unless otherwise approved by the City Council. If closing on the housing unit does not occur prior to the expiration date, the grant award will be null and void, and the allocated funds will be returned to the Affordable Homeownership Grant Program fund.

Eligible Activities

- Construction of affordable homeownership opportunities which may include detached single-family homes, attached single-family homes, and/or condominium units.

Grant Requirements and Obligations

- The buyer's household income is 80% or less of the Latah County Area Median Income (AMI) as published by the U.S. Department of Housing and Urban Development.
- The housing unit must meet one of following affordability measures:
 - The home sale price may not exceed what is deemed to be affordable to a family of three (3), based upon 70% of the AMI annual household income, as established by the City of Moscow on an annual basis.
 - The annual mortgage payment amount (inclusive of principle, interest, taxes, private mortgage and homeowner's insurance) may not exceed 35% of the 70% AMI annual household income based upon the buyer's family size.
- All housing units shall be required to be owner occupied at all times.
- All grant recipients shall provide a legally enforceable means to ensure that the grant award will be retained to preserve affordability of the housing unit; or recaptured to allow reuse of the grant funds in future projects. Any proposed retention or recapture obligation shall be in perpetuity and subject to City review and approval.
 - Grant retention shall be accomplished with a deed restriction upon the property which limits the future home resale amount to retain affordability including the obligation to sell the home to a buyer who meets the same conditions and criteria of the original purchaser as specified herein.
 - Grant recovery shall be accomplished by the placement of a lien, or other secured property interest, payable to the City of Moscow in the amount equal to original grant award.