

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
February 27, 2023

4:00 PM

Council Chambers
206 E. Third St.

The Moscow Mayor, City Council and Staff welcome you to today's meeting. 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. Please note that Committee meetings are televised, videotaped and/or recorded. Links to view the Committee meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Public Works/Finance Committee February 23, 2023 Minutes (ACTION ITEM) - Taylor Riedner

2. Phillips Farm Park Request for Funding (ACTION ITEM) - Cody Riddle

In April 2000, Latah County began leasing the Virgil Phillips Farm from the City of Moscow to develop recreational programs, improve facilities, and maintain the park. Since then, with the help of the City of Moscow and many other partners, Latah County has successfully managed the park and made significant improvements. In August 2022, Latah County was awarded a grant from the Idaho Department of Parks and Recreation's (IDPR) Recreational Trails Program (RTP) to complete various improvement projects. The total cost of these projects is \$65,390 with matching contributions as follows: Latah County 7,680, Friends of Phillips Farm \$1,400, and City of Moscow \$5,000.

Because the RTP is federal pass-through funding, IDPR has recently learned from the Federal Highways Administration (FHWA) that a cultural resources survey is required before any project activities can begin. The estimated cost is \$6,500. The survey will also serve as a foundational document for all future improvements at the park. Latah County is requesting that the City of Moscow considers contributing an additional \$3,250, half the cost of the cultural resources survey.

PROPOSED ACTIONS: Recommend approval of the requested contribution of an additional \$3,250, or provide staff with further direction.

3. Library Concrete Pedestrian Entrance Restoration Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

The Library Concrete Pedestrian Entrance Restoration project includes the installation of concrete sidewalk, stairs, and handrails in front of the Moscow Public Library along the Jefferson Street entrance. The City solicited for quotes from local contractors on January 25, 2023, and the Engineer's Estimate for construction is \$19,425.00. One quote was received back from Germer Construction on February 17th for \$20,932.00. A bid tabulation is included in the Committee packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Germer Construction, Inc., award the contract in the amount of \$20,932.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

4. Moscow Police Department - OHS Highway Safety Grant FFY 2024 (ACTION ITEM) - James Fry / Eric Warner

The Moscow Police Department (MPD) is requesting to participate in the national grant program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS) for a third year. The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The MPD is requesting to submit a grant funding request due on February 28, 2023 for \$129,000 with an in-kind match of \$32,250.

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to apply for the Idaho Transportation Department, OHS Highway Safety STEP Grant FFY 2024 for \$129,000, or provide staff further direction.

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
February 13, 2023

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Julia Parker, Sandra Kelly, Drew Davis

OTHERS: Mayor Art Bettge, Jenny Kostroff (1912 Center)

STAFF: Cody Riddle, Tyler Palmer, Renee Tack, Bob Buvel, Nate Suhr, David Schott, Mia Bautista

REGULAR AGENDA

1. Approval of Public Works/Finance Committee January 23, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The Committee recommended approval and that it be placed on the Council consent agenda.

2. Inland Cellular Wireless Lease Agreement Amendment (ACTION ITEM) - Bill Belknap

Inland Cellular currently holds a wireless communications facility lease with the City for cellular communications equipment on the City's Residence Street water tower. The current agreement includes lease fee escalation every 5 years based on the Consumer Price Index (CPI). The City began with the CPI-based escalators in 2002 with the initial wireless communications facility leases on the City's water reservoirs, but due to the complexity of the calculation and the potential for errors, more recent leases approved by the City have included a more simplistic 3% annual escalation provision. Inland Cellular has requested to amend the existing agreement to replace the current CPI escalator with the City's current standard 3% annual escalation. Staff has prepared an agreement amendment to make that change to the agreement. The new 3% annual escalator would remain in place until the agreement expires in 2028.

PROPOSED ACTIONS: Recommend approval of the proposed wireless communications agreement amendment; or take other action as deemed appropriate.

Riddle introduced the item as written above. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

3. Disbursement Report January 2023 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending January, 2023.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of January 2023.

Tack introduced the item by highlighting major expenditures including 6th St Bridge construction payments, Paradise Creek Flood Mitigation Study payment, Well House Replacement payment, Milton Arthur playground equipment purchase, January through March Whitcom user fees, Booster Station phase 2 payment, 3rd and Lilly catch basin replacement, and a 2nd quarter Smart Transit pledge. The Committee recommended approval, authorized the use of digital signatures, placed it on the Council consent agenda.

4. Good Samaritan Pathway Reconstruction - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

The Good Samaritan Pathway Reconstruction project includes the reconstruction of the public pathway through the Good Samaritan Property from F Street to Eisenhower Street. The bid consists of the full replacement of portions of the pathway destroyed by tree roots and the 2019 floods as well as an overlay of the rest of the pathway. The City solicited semi-formal bids on January 20, 2023, and the Engineer's Estimate for construction is \$124,320.00.

Bids were opened on January 27, 2023, at which one (1) bid was received. The single responsive bid received was submitted by Motley-Motley Inc. with a bid of \$106,428.00.

PROPOSED ACTIONS: Recommend acceptance of the bid from Motley Motley Inc., award the contract in the amount of \$106,428.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

Buvel introduced the item as written above and reflected on previous work done on the pathway. 2021 had minimal contractor interest in the project, and it did not get carried forward into 2022 or 2023. Although the funds were not in the budget for FY2023, excess funds are available from the budgeted Moser Park improvements, which are no longer moving forward. The project will consist of complete resurfacing, reconstruction of the destroyed portions, approximately 700 feet, and adding an inch and a half of overlay on the whole path. There will be little to no interference with surrounding vegetation, the nearby creek, or erosion work that was previously done. The tree roots that have caused problems in the past will be built up with gravel to avoid digging up roots and help with the long-term aspect. This 1,500-foot pathway is private property; however, the City has an easement that permits maintenance. The company has been given 30 days to complete once the project has been started. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Lincoln South of Public Sewer Project - Bid Results & Contract Award (ACTION ITEM) - Nate Suhr

The Lincoln South of Public Project extends from the intersection of North Lincoln Street and East Vandal Drive, continues north to Public Avenue and then traverses west on Public Avenue beyond Moore Street and terminates East of East F Street. This project includes the removal of an eight inch concrete sanitary sewer pipe on North Lincoln Street and East Public Avenue for the purposes of replacing sanitary sewer pipe experiencing root intrusion and also to reroute the sewer pipe onto the public right of way. The base bid consists of the removal and replacement of sanitary sewer service pipe, the removal and installation of sanitary sewer manholes, reconnection of existing sanitary sewer services, the paving of all removed asphalt roadway, placement of asphalt tailings on similar roadway, and the operation of a temporary bypass pump to allow connection of the new sanitary system to the existing without disruption of sewer service.

The City published an advertisement for bids on January 14, 2023. The Engineer's Estimate for construction was \$411,405.00.

Bids were opened on January 31, 2023, at which five (5) bids were received. The bids ranged from \$352,426.00 to \$461,990.00. Of those bids, the lowest responsive bid received was submitted by Big Sky Corporation of Hayden, ID with a bid of \$352,426.00. A bid analysis is included in the packet.

PROPOSED ACTIONS: Recommend acceptance of the bid from Big Sky Corporation, award the contract in the amount of \$352,426.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff with further direction.

Suhr introduced the item as written above and provided background of the project including the CIP requirements. The City has worked with Big Sky Corporation before and they are currently working on the Lilly St reconstruction project. Needing no further discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

6. Palouse Groundwater Basin Water Alternatives Supply Contract Extension (ACTION ITEM) - Tyler Palmer

The City of Moscow is administering a contract with Alta Science and Engineering Inc. on behalf of the Palouse Basin Aquifer Committee (PBAC). The contract is for continued work toward the selection and implementation of an alternate water supply project. At their meeting on July 28, 2022, PBAC approved an extension of the contract to facilitate Alta's support of the project as it enters a public involvement phase. The work is billed on a time and materials basis not to exceed \$50,000. The City invoiced PBAC for the entire amount, and will reimburse any funds not expended. The contract is set to expire on March 1, 2023. There are remaining tasks and funding that will require an extension of the contract period to May 31, 2023.

PROPOSED ACTIONS: Approve the contract extension with Alta Science and Engineering Inc., or provide staff further direction.

Palmer introduced the item by reflecting on the two previous PBAC contract extensions the City has approved. There are no additional funds necessary to complete the project, just additional time to finish the tasks that were identified. Based on these remaining tasks, it appears the suggested time would fulfill the project. Part of this project includes improved education outreach and communication to the community. The Committee recommended approval and that it be placed on the Council consent agenda.

7. 1912 Center Northeast Room, Second Floor Naming Proposal (ACTION ITEM) - David Schott

Heart of the Arts, Inc. (HAI) is proposing to permanently name the newly remodeled 1912 Center game room the "Chin Lew Green Dragon Game Room" in honor of the Chin and Lew families (please see attached proposal). The game room is the room on the northeast corner of the second floor of the 1912 Center. Funds in the amount of \$80,000 were donated by Claire Chin and Merry Lew to complete the renovation of the game room that is now home to the old back bar that was in the family's downtown restaurant since 1947. This donation was made to name the room in honor of the families who have shared their culinary culture with Moscow since 1931.

The Parks and Recreation Commission reviewed the proposal and recommended City Council approval during their January 26, 2023 meeting.

PROPOSED ACTIONS: Recommend approval to name the northeast room of the second floor of the 1912 Center the "Chin Lew Green Dragon Game Room," or provide staff with further direction.

Jenny Kostroff introduced the item as written above and explained it is primarily used on week days for seniors. A permanent plaque, QR code, and booklet will be available in the room for individuals to learn more about the display and families. There will be a formal announcement and press release from the 1912 Center regarding the naming. Needing no further discussion, the Committee recommended approval and that it be placed on the Council regular agenda.

8. 1912 Center Southwest Room, Second Floor Naming Proposal (ACTION ITEM) - David Schott

Heart of the Arts, Inc. (HAI) is proposing to permanently name the newly remodeled 1912 Center historic classroom the "Barr Family Historic Classroom" in honor of the Barr family (please see attached proposal). The historic classroom is the room on the southwest corner of the second floor of the 1912 Center. Funds in the amount of \$80,000 were donated by Steve Barr to complete the renovation of the Historic Classroom. This donation was made in order to name the room in honor of his parents, longtime Moscow residents William and Audrey Barr.

The Parks and Recreation Commission reviewed the proposal and recommended City Council approval during their January 26, 2023 meeting.

PROPOSED ACTIONS: Recommend approval to name the southwest room of the second floor of the 1912 Center the "Barr Family Historic Classroom," or provide staff with further direction.

Kostroff introduced the item as written above. There have been 8 student groups in the past fall that have utilized the classroom. The room can also be rented by the public when it is not used by the classes.

Revenue from renting the room will go back to the historic classroom for the student classes. Needing no further discussion, the Committee recommended approval and that it be placed on the Council regular agenda.

ADJOURN

The meeting adjourned at 4:30pm.

DRAFT

COMMITTEE STAFF REPORT

DATE: Monday, February 27, 2023



RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor -
Community Development

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Phillips Farm Park Request for Funding (ACTION ITEM) - Cody Riddle

DESCRIPTION

In April 2000, Latah County began leasing the Virgil Phillips Farm from the City of Moscow to develop recreational programs, improve facilities, and maintain the park. Since then, with the help of the City of Moscow and many other partners, Latah County has successfully managed the park and made significant improvements. In August 2022, Latah County was awarded a grant from the Idaho Department of Parks and Recreation's (IDPR) Recreational Trails Program (RTP) to complete various improvement projects. The total cost of these projects is \$65,390 with matching contributions as follows: Latah County 7,680, Friends of Phillips Farm \$1,400, and City of Moscow \$5,000.

Because the RTP is federal pass-through funding, IDPR has recently learned from the Federal Highways Administration (FHWA) that a cultural resources survey is required before any project activities can begin. The estimated cost is \$6,500. The survey will also serve as a foundational document for all future improvements at the park.

Latah County is requesting that the City of Moscow considers contributing an additional \$3,250, half the cost of the cultural resources survey.

STAFF RECOMMENDATION

Recommend approval of the requested contribution of an additional \$3,250.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the requested contribution of an additional \$3,250, or provide staff with further direction.

FISCAL IMPACT

This project and funding are not included in the FY2023 budget. However, with City Council approval, funding will come from FY2023 Parks Capital accumulation.

PERSONNEL IMPACT

ATTACHMENTS

1. Request for Funding_Latah County_02.16.2023
2. PROJECT-Design_RTP_Virgil-Phillips-Park
3. PLAN_Cultural Resources-Threatened Species

Latah County Grants

Request for Funding

February 16, 2023

To: City of Moscow
Attn: Bill Belknap
City Supervisor

Mayor Bettge and City Council:

In April 2000, Latah County began leasing the Virgil Phillips Farm Park property from the City of Moscow to develop recreational programs, improve recreational facilities, and maintain the park for Latah County residents. Since then, with the help of the City of Moscow and many other partners, Latah County has successfully managed the park and made significant improvements that a great many citizens enjoy.

In August 2022, Latah County was provisionally awarded a grant from the Idaho Department of Parks and Recreation's (IDPR) Recreational Trails Program (RTP) to complete an improvement project that includes building a permeable pavement parking lot at the upper trailhead, designing and installing signage throughout the park, treating weeds along trails, rerouting a portion of trail, and upgrading trash bins with animal-proof enclosures. The project costs total \$65,390 with matching contributions as follows: Latah County \$7,680, Friends of Phillips Farm \$1,400, City of Moscow \$5,000.

Because the RTP is federal pass-through funding, IDPR has recently learned from the Federal Highways Administration (FHWA) that a cultural resources survey is required before any project activities can begin. The estimated cost is \$6,500. It's important to note that, while a requirement for this project, the survey will serve as a foundational document for all future improvements at the park that are federally funded, which may include anticipated projects such as regrading and paving the road to the lower trailhead, paving the lower parking lot, and replacing the dock at the pond, among others.

As such, we are requesting that the City of Moscow considers contributing an additional \$3,250, half the cost of the cultural resources survey.

Attached is the plan we've submitted to IDPR and FHWA with more detail. If there is other documentation needed to support this request, please let me know.

Thank you in advance for your consideration — we are grateful for your continued partnership.

Sincerely,



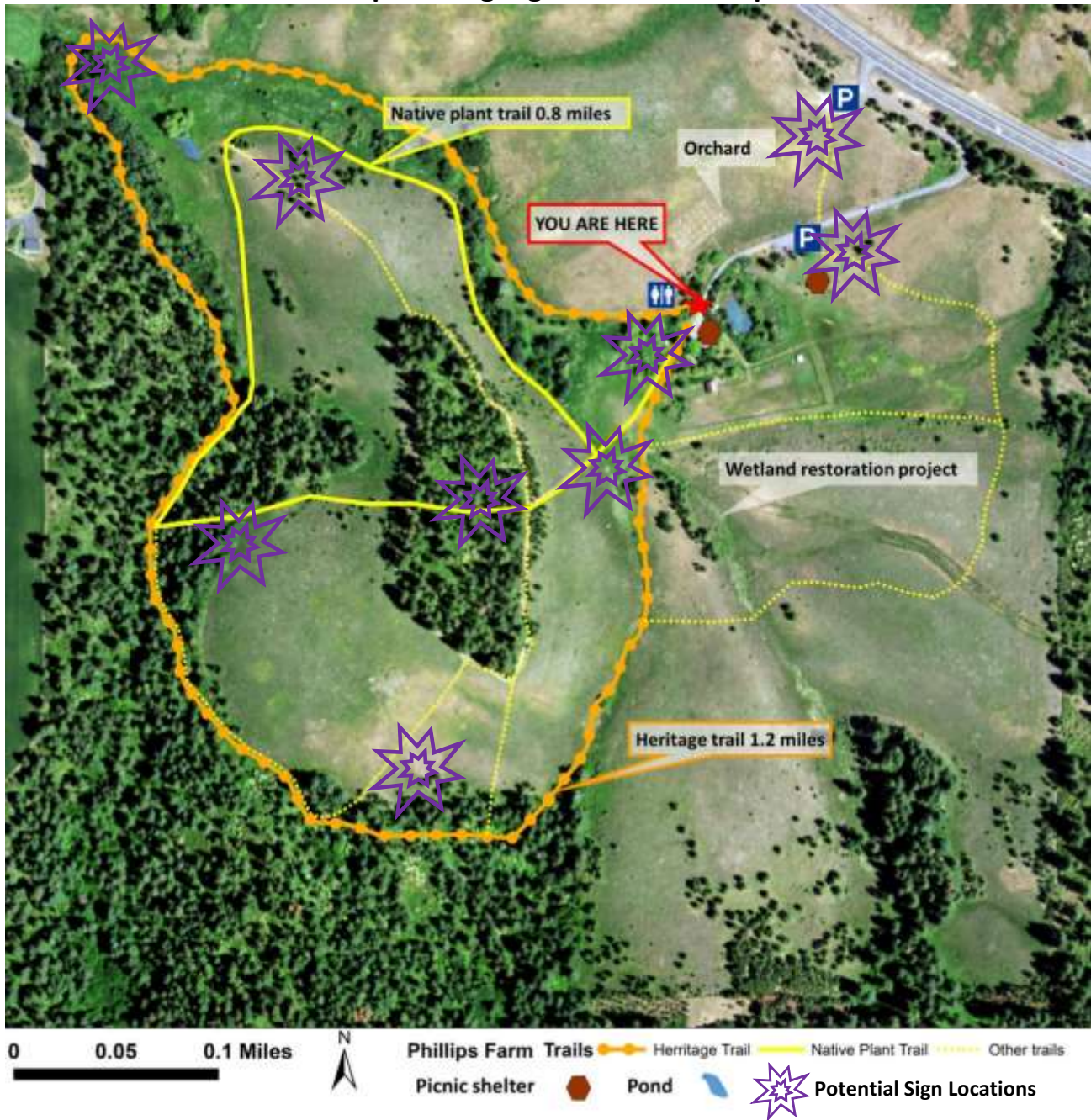
Christina Mangiapani
Grants, Latah County
grants@latahcountyid.gov
208-310-0547

Proposed Project at Phillips Farm

Virgil Phillips Farm Park is located at 4709 Hwy 95 N., Moscow, ID.

Project Description: Trail and trailhead improvements at Virgil Phillips Farm Park to include maps and signage, weed treatment, and general access and amenity upgrades: Add directional and informational signage along all trails, including an overlook sign at the top of the hill. Upgrade trash bins with animal-proof garbage enclosures and treat weeds along trails. Reroute a southeast portion of trail. Finally, increase and improve parking capacity and conditions by installing permeable pavement for the upper parking lot to include 6 parking spots.

Proposed Signage Placement Map



Proposed Weed Treatments (along trails)

Weed species

- Canada thistle
- field bindweed
- hawkweed
- houndstongue
- oxeye daisy
- rush skeletonweed
- white bryony

Trails to mow or maintain

- Heritage trail
- Native plant trail
- Parking lot trail

- ▨ Proposed Ventenata Treatment Areas, 3/31/19
- ▩ Proposed Rose Treatment Area



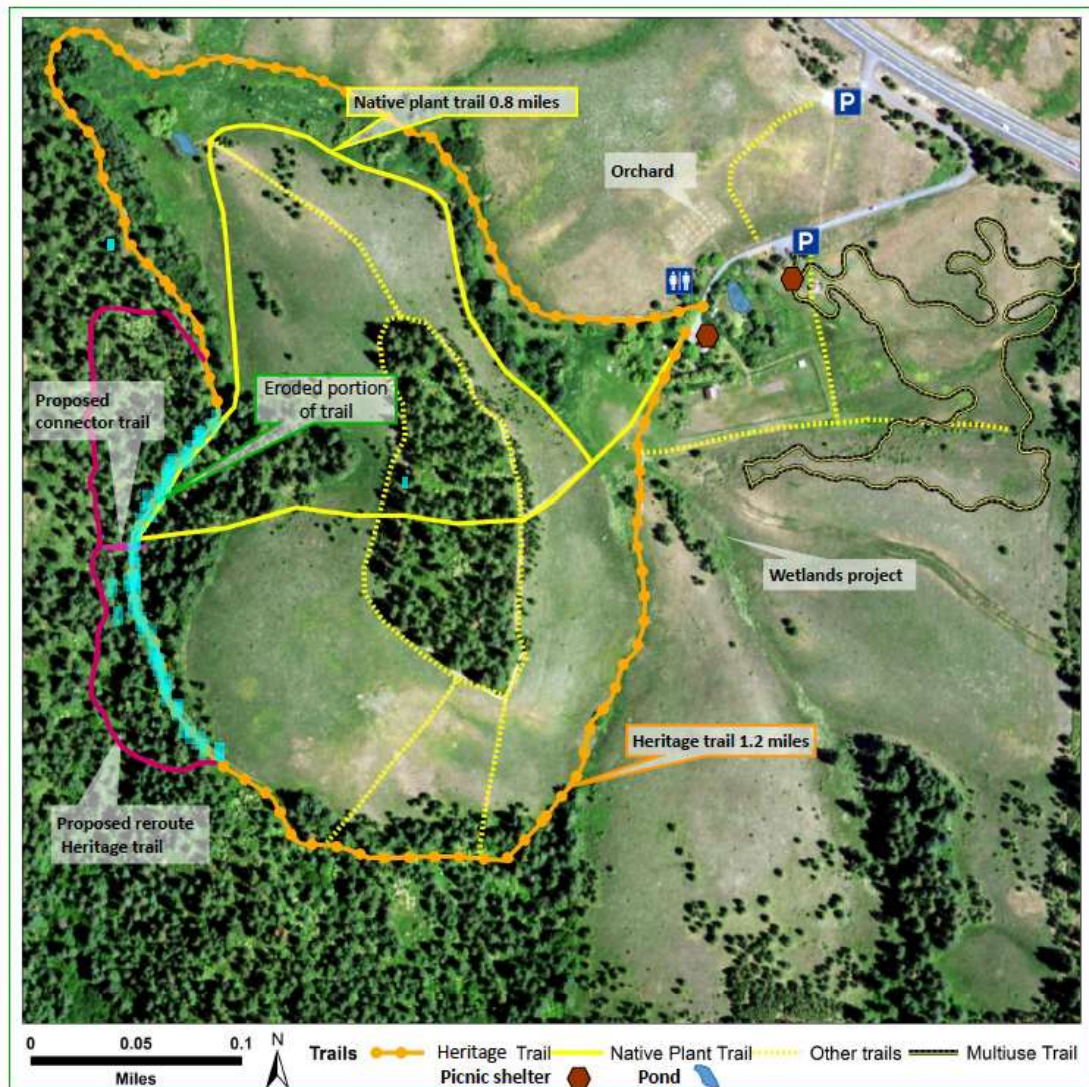
0 500 1,000 Feet



Proposed Parking Improvement Area



Proposed Trail Reroute (in pink)



Examples of Proposed Animal-Proof Trash Bins



HA Series Double Trash Enclosure with WIDE Loading Chutes, ADA Compliant - HA2-



BearSaver - CE Series Triple Trash Enclosure, ADA Compliant - CE340-CH



BearSaver - CE Series Triple Trash/Recycling Enclosure, ADA Compliant - CE340-CHRR



BearSaver - CE Series Single Trash Enclosure, ADA Compliant - CE140-CH



BearSaver - CE/HA Series Single Trash Enclosure with WIDE Loading Chute, ADA Compliant - HA-CH



BearSaver - CE Series Double Trash Enclosure, ADA Compliant - CE240-CH



BearSaver - HA Series Double Trash Enclosure, ADA Compliant - HA2-P



BearSaver - HA Series Double Trash/Recycling Enclosure, ADA Compliant - HA2-PX



BearSaver - HA Series Double Recycling Enclosure, ADA Compliant - HA2-PY



BearSaver - CE/HA Series Single Trash Enclosure with WIDE Loading Chute, ADA Compliant - HA-CH



HA Series Double Trash Enclosure with WIDE Loading Chutes, ADA Compliant - HA2-CH



BearSaver - HA Series Single Trash Enclosure, ADA Compliant - HA-P

Location of Trash Bins (not exact)



Latah County Phillips Farm Park Project

Plan for Cultural Resources survey

Plan for Threatened & Endangered Species work plan

Cultural Resources Survey Plan

Latah County Parks is dedicated to investigating the cultural resources in the proposed project areas, including performing an in-depth survey of the property in consultation with the Idaho State Historical Preservation Office (SHPO).

Prior to implementing any project activities, Latah County will employ a local consultant, Robert Lee Sappington, who is well-versed in conducting cultural resource investigations for local, state, and federal agencies in Latah County and elsewhere in north-central Idaho and eastern Washington since 1976.

Robert Lee Sappington is a retired Associate Professor of Anthropology at the University of Idaho, now Professor Emeritus for the Alfred W. Bowers Laboratory of Anthropology and Affiliate Faculty for American Indian Studies and Interdisciplinary Programs. He holds a PhD in Anthropology from Washington State University, an M.A. in Anthropology from the University of Idaho, and a B.A. in Anthropology from the University of Texas at Austin.

The survey will include the following tasks and deliverables:

1. intensive surface survey of all 160 acres and limited subsurface testing in areas where ground-disturbing developments and/or cultural resources are likely to be present
2. background research with the Idaho State Historic Preservation Office (SHPO) and others
3. site recordation and report preparation
4. report editing and addressing any comments from reviewers.
5. recommendations for areas where development should be avoided.

Until the survey is complete and reviewed and approved by SHPO, no project activities will take place.

TIMELINE: March – June 2023

Threatened & Endangered Species work plan

Latah County Parks is dedicated to taking all necessary precautions to protect and preserve wildlife and plant life during all phases of planning and construction. With special care and consideration for species that are threatened, endangered, and of special concern.

In that vein, Latah County has consulted with local experts from the Latah Soil and Water Conservation District (Brenda Erhardt) as well as USDA Forest Service (Kasten Dumroese) with specialties in Resource Conservation planning and Plant Physiology.

Below is preliminary feedback from these experts related to the species identified in the IPaC resource list.

Prior to implementing any project activities, Latah County will ensure that local experts canvass the project area for threatened and endangered species identified by USFWS and flag any sites that should be avoided during the work as well as implement any conservation measures necessary such that project activities do not threaten or disturb any identified species.

TIMELINE: Prior to any grant-funded ground-disturbing activities, June – Sept 2023-4

Insects: Monarch Butterfly

“No effect. This project could positively impact Monarch butterflies as weed control efforts could increase opportunities for native forb and grass expansion which would better support Monarch butterflies throughout their life stages.”

- Brenda Erhardt, Resource Conservation Planner, Latah Soil and Water Conservation District – via email

“I don’t recall seeing any milkweed at the farm, but there is some growing on the south-facing portion of the US 95 road coat at the entrance to the farm. It’s been there for years. I have not seen a Latah County monarch in more than a decade... This would be a good plant to get started on the farm!”

- Kasten Dumroese, Research Plant Physiologist, USDA Forest Service Rocky Mountain Research Station – via email

Flowering Plants: Spalding’s Catchfly

“No effect. Spalding’s catchfly is not present within the project area. On the Palouse, Spalding’s catchfly is typically found within climax native perennial grassland plant communities dominated by Idaho fescue and bluebunch wheatgrass and this project does not transect this type of plant community. In addition, this area is highly visited and Spalding’s catchfly has not been noted within the project area by those familiar with Spalding’s catchfly.”

- Brenda Erhardt, Resource Conservation Planner, Latah Soil and Water Conservation District – via email

Because it used to be a farm, anything plowed would likely have no catch-fly. And, I don’t think you would find that in timbered areas, so again, I doubt it is in play.

- Kasten Dumroese, Research Plant Physiologist, USDA Forest Service Rocky Mountain Research Station – via email

Migratory Birds

- Bald Eagle

“None. Other than perhaps roosting for a moment, it’s not good habitat for either one (bald or golden eagle).”

- Kasten Dumroese, Research Plant Physiologist, USDA Forest Service Rocky Mountain Research Station – via email

- Cassin’s Finch

- Evening Grosbeak
- Long-eared Owl
- Olive-sided Flycatcher
- Rufous Hummingbird

“The only one on the focal list that might be in play is Grasshopper Sparrow (GRSP), although I wasn’t sure if USFWS only considered the subspecies in italics as vulnerable, or the entire species. GRSP is a regular breeding species on the Palouse. I looked at the eBird database for the farm. I see 442 checklists (birders have recorded all the birds they observed there 442 times), and of those, GRSP has only been reported once, and that was an immature bird post nesting season (could have bred anywhere and was just passing through).”

- Kasten Dumroese, Research Plant Physiologist, USDA Forest Service Rocky Mountain Research Station – via email

COMMITTEE STAFF REPORT

DATE: Monday, February 27, 2023



RESPONSIBLE STAFF

Bob Buvel, Staff Engineer

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Library Concrete Pedestrian Entrance Restoration Project - Bid Results & Contract Award (ACTION ITEM) - Bob Buvel

DESCRIPTION

The Library Concrete Pedestrian Entrance Restoration project includes the installation of concrete sidewalk, stairs, and handrails in front of the Moscow Public Library along the Jefferson Street entrance. The City solicited for quotes from local contractors on January 25, 2023, and the Engineer's Estimate for construction is \$19,425.00. One quote was received back from Germer Construction on February 17th for \$20,932.00. A bid tabulation is included in the Committee packet.

STAFF RECOMMENDATION

Recommend acceptance of the bid from Germer Construction, Inc., award the contract for the bid in the amount of \$ \$20,932.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the bid from Germer Construction, Inc., award the contract in the amount of \$20,932.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount, or provide staff further direction.

FISCAL IMPACT

This project was initially budgeted for construction late in FY2022. Construction did not occur and the FY 2023 budget did not include an allocation for this specific project. Funds for the project will be expended from capital accumulation in Buildings - General Government (350-130-770-72).

PERSONNEL IMPACT

Engineering Division staff will administer construction contract and inspection.

ATTACHMENTS

1. Library Concrete Pedestrian Entrance Restoration Project - Bid Tabulation
2. Library Concrete Pedestrian Entrance Restoration Project - Construction Agreement

Library - Concrete Pedestrian Entrance Restoration Project

				Engineers Estimate		Bid From:	
						Germer Construction	
Item No.	Item Description	Qty.	Unit	Unit Price	Amount	Price	Total
1	Mobilization	1.00	LS	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00
2	Excavation	7.00	CY	\$35.00	\$245.00	\$518.00	\$3,626.00
3	Concrete Mono Curb	41.00	LF	\$60.00	\$2,460.00	\$33.00	\$1,353.00
4	Concrete Sidewalk	12.00	SY	\$110.00	\$1,320.00	\$144.00	\$1,728.00
5	Reinforced Stairs and Approach	15.00	SY	\$400.00	\$6,000.00	\$268.00	\$4,020.00
6	34" Handrail	2.00	EA	\$1,100.00	\$2,200.00	\$1,665.00	\$3,330.00
7	Inlet Protection	1.00	EA	\$500.00	\$500.00	\$315.00	\$315.00
8	Stump Removal / Backfill	1.00	EA	\$1,000.00	\$1,000.00	\$1,015.00	\$1,015.00
9	Remove and Reset Sign	1.00	EA	\$200.00	\$200.00	\$575.00	\$575.00
10	Cold Weather Protection	1.00	LS	\$3,000.00	\$3,000.00	\$2,720.00	\$2,720.00
11	Traffic Control	1.00	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00
				TOTAL	\$19,425.00	TOTAL	\$20,932.00

**CONSTRUCTION AGREEMENT
FOR LIBRARY – CONCRETE PEDESTRIAN ENTRANCE
RESTORATION PROJECT BETWEEN CITY OF MOSCOW, IDAHO
AND GERMER CONSTRUCTION, INC.**

THIS CONSTRUCTION AGREEMENT FOR LIBRARY – CONCRETE PEDESTRIAN ENTRANCE RESTORATION PROJECT BETWEEN CITY OF MOSCOW, IDAHO, AND GERMER CONSTRUCTION, INC. (hereinafter “Agreement”), dated this ____ day of _____, 2023, 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 Germer Construction, Inc., P.O. Box 10003 Moscow, ID, 83843 (hereinafter “CONTRACTOR”):

W I T N E S S E T H:

WHEREAS, pursuant to an email solicitation of CITY, CONTRACTOR submitted a Bid Proposal containing an offer invited by said invitation; and

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

WHEREAS, CITY has accepted CONTRACTOR’s Bid Proposal;

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

**ARTICLE 1.
CONTRACT DOCUMENTS**

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

1. Library Frontage Hardscape Site Plan and Bid Schedule, Attachment ‘A’ for: Library – Concrete Pedestrian Entrance Restoration Project, consisting of 2 pages;
2. Bid Proposal of CONTRACTOR, see Attachment ‘B’, consisting of 1 page;
3. Change Orders, which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by written mutual agreement signed by the Parties.

**ARTICLE 2.
WORK**

CONTRACTOR shall install a concrete sidewalk, stairs and handrail in front of the Moscow Public Library along the Jefferson Street entrance, in accordance with the Library Frontage Hardscape Site Plan, Attachment A, for CITY project (hereinafter “Project”) titled:

“Library – Concrete Pedestrian Entrance Restoration Project”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall be substantially completed within thirty (30) calendar days from the commencement of work, which Parties agree will commence on March 7, 2023, unless adjustment of the Agreement time is made in accordance with the provisions of Article 1.

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

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Twenty Thousand Nine Hundred Thirty-Two Dollars (\$20,932.00), as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR's bid amount of Twenty Thousand Nine Hundred Thirty-Two Dollars (\$20,932.00), unless otherwise authorized by CITY by written agreement. Said Contract Sum shall be paid once the Project is completed and accepted by CITY.

ARTICLE 5. INDEPENDENT CONTRACTOR

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

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all work required by Article 2. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, 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 CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8.
CONFLICT OF INTEREST

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

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10.
LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the services hereunder, and are hereby made a part of this Agreement and shall be adhered to at all

times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will, in any way, serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and hold harmless CITY and its employees, agents, engineers and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

Anti-Boycott Against Israel Act. CONTRACTOR certifies it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with I.C. 67-2346 will result in this Agreement being void as against public policy.

ARTICLE 11. EMPLOYMENT DISCRIMINATION

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

ARTICLE 12. LEGAL FEES

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

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

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

ARTICLE 14. SPECIAL WARRANTY

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

ARTICLE 15. COMMUNICATIONS

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

CONTRACTOR:

Germer Construction
Dave Germer
P.O. Box 10003
Moscow, ID 83843

CITY:

City of Moscow
Engineering Division
206 East Third Street
Moscow, Idaho 83843

ARTICLE 16. NON-APPROPRIATIONS

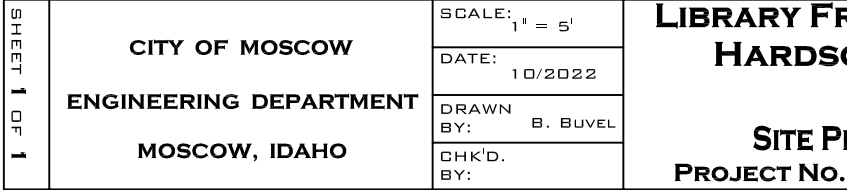
This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance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

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

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

ARTICLE 18. EXECUTION

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



DATE	DRAWN BY:		CHK'D BY:
Job No.: 116-020 Moscow Library.dwg			

Original Signed By:
Robert H. Buvel III
Date Original Sign:
10/13/2021
On File With:
City of Moscow
Engineering Division

Moscow Library Hardscape Bid Schedule

Item No.	Item Description	QTY	Unit	Unit Price	Amount
1	Mobilization	1.00	LS		
2	Excavation	7.00	CY		
3	Concrete Mono Curb	41.00	LF		
4	Concrete Sidewalk	12.00	SY		
5	Reinforced Stairs and Approach	15.00	SY		
6	34" Handrail	2.00	EA		
7	Inlet Protection	1.00	EA		
8	Stump Removal/ Backfill	1.00	EA		
9	Remove and Reset Sign	1.00	EA		
10	Cold Weather Protection	1.00	LS		
11	Traffic Control	1.00	LS		
TOTAL					

Moscow Library Hardscape Bid Schedule

Item No.	Item Description	QTY	Unit	Unit Price	Amount
1	Mobilization	1.00	LS	1750. ⁰⁰	1750. ⁰⁰
2	Excavation	7.00	CY	518. ⁰⁰	3626. ⁰⁰
3	Concrete Mono Curb	41.00	LF	33. ⁰⁰	1353. ⁰⁰
4	Concrete Sidewalk	12.00	SY	144. ⁰⁰	1728. ⁰⁰
5	Reinforced Stairs and Approach	15.00	SY	268. ⁰⁰	4020. ⁰⁰
6	34" Handrail	2.00	EA	1665. ⁰⁰	3330. ⁰⁰
7	Inlet Protection	1.00	EA	315. ⁰⁰	315. ⁰⁰
8	Stump Removal/ Backfill	1.00	EA	1015. ⁰⁰	1015. ⁰⁰
9	Remove and Reset Sign	1.00	EA	575. ⁰⁰	575. ⁰⁰
10	Cold Weather Protection	1.00	LS	2720. ⁰⁰	2720. ⁰⁰
11	Traffic Control	1.00	LS	500. ⁰⁰	500. ⁰⁰
TOTAL					\$20,932. ⁰⁰

COMMITTEE STAFF REPORT

DATE: Monday, February 27, 2023



RESPONSIBLE STAFF

James Fry, Police Chief

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

Grants Division and Finance Department

AGENDA ITEM TITLE

Moscow Police Department - OHS Highway Safety Grant FFY 2024 (ACTION ITEM) - James Fry / Eric Warner

DESCRIPTION

The national program called Selective Traffic Enforcement Program (STEP) sponsored by the Idaho Transportation Department (ITD), Office of Highway Safety (OHS) is accepting funding proposals from local law enforcement departments. The Moscow Police Department (MPD) has participated in this program since October 2021, receiving two prior awards. The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The STEP grant reimburses for law enforcement officer's time dedicated to traffic enforcement to include problem identification, a project plan including objectives, performance measures and safety-focused targets. The MPD employs a dedicated traffic enforcement officer; however, the department has formed a "Traffic Enforcement Team" to fulfill the grant requirements for this program. The next grant program period is from October 1, 2023 to September 30, 2024. The funding will reimburse for wages and fringe benefits for approximately 2,080 regular patrol officer wages, and/or overtime, travel, contractual services, training, equipment and consumables. Patrol officer wages can also include hours spent providing public education, distribution of educational materials, and outreach efforts to create a general deterrence toward crash-causing behavior. The MPD is requesting \$129,000 grant funding with an in-kind match of \$32,250 which can include mileage, hard costs, and overtime (not included in other grant programs) allocated to traffic patrols for special events held in Moscow to address program specific safety goals. This funding request is due February 28, 2023.

STAFF RECOMMENDATION

Recommend approval for the Moscow Police Department to apply for the Idaho Transportation Department, OHS Highway Safety STEP Grant FFY 2024 for \$129,000.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to apply for the Idaho Transportation Department, OHS Highway Safety STEP Grant FFY 2024 for \$129,000, or provide staff further direction.

FISCAL IMPACT

In-kind match of \$32,250 to include mileage, hard costs, and overtime (not committed to other grant programs).

PERSONNEL IMPACT

2,080 MPD personnel hours dedicated to the "Traffic Enforcement Team."

ATTACHMENTS

1. STEP Grant Application Announcement FFY 2024

Karen Potter

From: Eric Warner
Sent: Wednesday, February 22, 2023 1:17 PM
To: Karen Potter
Subject: Fw: Apply now! Grant funding available for highway safety programs

From: Sharlene M. Johnson <sharlene.johnson@odp.idaho.gov>
Sent: Monday, January 9, 2023 8:53:29 AM
Subject: FW: Apply now! Grant funding available for highway safety programs

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

FYI-Grant opportunity.

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.



Highway Safety Funding Opportunity!

Spread the word! The Idaho Office of Highway Safety is now accepting year-long grant applications for Federal Fiscal Year 2024.

Click below for the application and complete instructions.

[CLICK HERE FOR GRANT APPLICATION](#)

Funding will be awarded to activities that address behaviors related to traffic safety including:

- Impaired driving
- Aggressive driving
- Distracted driving
- Occupant protection and seat belt use
- Child passenger safety
- Bicycle and pedestrian safety
- Motorcycle safety
- Youthful drivers
- Traffic records



Projects selected will begin October 1, 2023 and end September 30, 2024. Applications must be submitted to OHS by **Tuesday, February 28, 2023.**

Please contact the OHS team if you have any questions!



Your Safety • Your Mobility
Your Economic Opportunity

Idaho Transportation Department | 8150 Chinden Boulevard, Boise, ID 83714

[Unsubscribe marianne.king@odp.idaho.gov](mailto:marianne.king@odp.idaho.gov)

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