

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
December 11, 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 October 9, 2023 Minutes (ACTION ITEM) - Taylor Riedner**
- 2. Disbursement Report November 2023 (ACTION ITEM) - Sarah Banks**
Presentation of the Accounts Payable Report for the month ending November 2023.
ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of November 2023.
- 3. Affordable Housing Grant Program Update Resolution (ACTION ITEM) - Cody Riddle**
The Affordable Housing Grant Program, established in 2021, has proven to be overly restrictive or cumbersome to the development community. As a result, the program has been underutilized and not resulted in the needed construction of new, affordable homes. Staff is proposing an update to simplify the application requirements, with the goal of facilitating an increase in affordable home construction.
PROPOSED ACTIONS: Recommend approval of the resolution modifying the requirements of the Affordable Housing Grant Program; or provide staff further direction.
- 4. 2024 WHITCOM Emergency Dispatch Agreement (ACTION ITEM) - Bill Belknap**
The City currently contracts with the WHITCOM joint dispatch center for E911 emergency and non-emergency dispatch services. The attached agreement would continue those services through the 2024 calendar year. The proposed fee for the dispatch services is \$26,389 less than the 2023 agreement, with a total annual cost of \$776,874. Staff has prepared the agreement for the Council's review and approval.
PROPOSED ACTIONS: Recommend approval of the Emergency Dispatch Services Agreement, or provide staff further direction.

5. Startouch Wireless Communications Facility Lease Agreement (ACTION ITEM) - Bill Belknap

Startouch Microwave Communications is requesting to install two (2) microwave antennas and associated cables on the City Rotary Park Water Tower. The proposed use of the equipment is to provide communication services to T-Mobile, which operates a cellular communications site at the location. Staff has prepared a wireless communications lease agreement to allow the installation of the two antennas in exchange for a lease fee of \$3,600 per year which will increase by 3% annually. The agreement is being presented to the Council for the Council's review and approval.

PROPOSED ACTIONS: Recommend approval of the wireless communications facility lease agreement, or provide staff further direction.

6. Benefit Consulting Agreement (ACTION ITEM) - Bill Belknap

The City of Moscow has utilized the Murray Group, Inc. for a number of years to provide consulting. The City of Moscow has utilized the Murray Group, Inc for 18 years to provide benefit consulting services to the city. In September 2023, the City of Moscow sought out Statements of Qualifications (SOQs) from qualified consulting firms for Employee Benefits Consulting Services to assist the City of Moscow (City) in the management of its employee medical, dental, vision, and voluntary supplemental benefit programs to be effective January 1, 2024. The Murray Group was provided notice of termination in September to meet required notice period requirements in the event they were not selected as the successful firm. The City received a total of seven bids and brought 3 firms in for formal presentations. Through this open process, the review committee selected Gallagher Benefit Services, Inc as their finalist. A draft contract has been prepared and is currently under review by Gallagher and is included for the Committee's review. The final contract will be presented for approval at the Council's December 18th meeting.

PROPOSED ACTIONS: Recommend approval of the draft Gallagher Benefit Services Consulting agreement, Broker of Record Letter, and Peak One Fee Schedule to include COBRA Administration; or provide 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 Bilbil 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
October 9, 2023**

4:00 PM

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

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

PRESENT: Maureen Laflin, Sandra Kelly, Julia Parker

OTHERS: Mayor Art Bettge,

STAFF: Bill Belknap, Tyler Palmer, Cody Riddle, Alisa Anderson, Todd Drage, Tim Davis, Taylor Riedner

REGULAR AGENDA

1. Approval of Public Works/Finance Committee September 11, 2023 Minutes (ACTION ITEM) - Taylor Riedner

The minutes were approved as presented.

2. Disbursement Report September 2023 (ACTION ITEM) - Sarah Banks

Presentation of the Accounts Payable Report for the month ending September 2023.

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

Banks introduced the item by highlighting major expenditures including a payment for the Eddington Subdivision-Conestoga Drive Extension, payment 2 for Lincoln St south of Public St Sewer Project, grant fund distribution to Pullman for the Airport, AR Chip Seal 2023 Project payment, and payment 2 for the Pullman Hwy Transmission Water Main Project. The committee approved the use of digital signatures, recommended approval, and placed it on the Council consent agenda.

3. Woodbury 1st Addition Development Agreement Amendment (ACTION ITEM) - Todd Drage

Woodbury Land LLC, has submitted to the City a request to modify the phasing for the Woodbury 1st Addition Subdivision. The final plat, titled Woodbury 1st Addition, and the Development Agreement for the Addition was approved by City Council on Monday, October 17, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 17 single family lots being included in a 1st phase, 17 single family lots included in a 2nd phase, and then the remaining 45 lots being included in a 3rd phase. The agreement amendment provides a new figure, detailing 22 lots being included in the 1st phase and the remaining 57 lots in a 2nd phase. Additionally, this amendment requires off-site public improvements to Mountain View Road to be completed in the 1st phase; however, it allows 15 building permits to be issued prior to the completion of the off-site improvements. The amendment to the agreement with the original agreement included as an attachment to the amendment has been included with this packet.

PROPOSED ACTIONS: Recommend approval of the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition; or provide staff with further direction.

Drage introduced the item by reflecting on the background of the project and the previously approved phase plan. Besides the phasing changes, the remainder of the agreement remains the same, including

conditions. Previous concerns regarding stormwater runoff have been resolved with the installation of a stormwater retention facility. The Committee recommended approval and that it be placed on the Council consent agenda.

4. Moscow Police Department – Annual Small Grant Requests and Awards (ACTION ITEM) – Alisa Anderson

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment, including bullet proof vests. The grants are also used to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, for operational and personal safety equipment, and for program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches, while also making sure the officers are outfitted and equipped with items needed to safely do their jobs. The MPD is requesting approval and/or ratification of the funding requests and awards for small grants applied for in an amount not to exceed a combined total of \$50,000 the FY2024 fiscal year.

PROPOSED ACTIONS: Recommend approval of funding requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of \$50,000 the FY2024 fiscal year, or provide staff further direction.

Anderson introduced the item as written above and explained that the grant funds specifically cover officer overtime. Officers were not able to participate in the mobilization events due to lack of staff availability; however, participation will pick up again this year. Shoulder Tap sting operations are also set up throughout the year to help prevent underage drinking or supplying alcohol to minors. The annual Shop with a Cop Program has also proven success over time and will be continuing. Historically, the City has applied for \$75,000, however the child safety seats are now covered and provided by the State and no longer require application. The Committee recommended approval and that it be placed on the Council consent agenda.

5. Moscow Police Department – Office of Highway Safety Grant Award (ACTION ITEM) – Alisa Anderson

The Moscow Police Department (MPD) is requesting to accept an award from the Idaho Traffic Safety Commission (ITSC) for the Federal Fiscal Year (FFY) 2024 Highway Safety Grant. 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 accept a grant award in the amount of \$75,000 requiring an in-kind match of \$18,750.

PROPOSED ACTIONS: Recommend approval for the Moscow Police Department to accept an award for the Office of Highway Safety Grant FFY 2024 for \$75,000 with an in-kind match of \$18,750, or provide staff further direction.

Anderson introduced the item by reflecting on similar past grants that the City has applied for. Traffic enforcement activities include High Visibility Enforcement, Occupant Safety, Public Outreach and Education, and Overtime Enforcement. Over the past year, there was a 15.3% increase in traffic stops, 26% decrease in injury collisions, and more drugs were removed from the streets than in previous years.

The High Visibility Enforcement Activities resulted in 283 grams of Marijuana and 13 pieces of drug paraphernalia seized, 20 under age alcohol violations issued, 10 felony arrests, 9 warrant arrests, 84 DUI arrests, and 131 speeding tickets were issued.

The Public Outreach and Education Program and the Occupant Safety Program lead to 529 written warnings and 944 verbal warnings were issued. Safe Routes to School provided several hundred bicycle helmets provided to children and multiple car seat safety checks were conducted.

Overtime Enforcement Activities resulted in 39 distracted driving citations, 53 traffic stops and 176 texting citations.

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

6. Proposed City of Moscow Procurement and Purchasing Policy (ACTION ITEM) - Bill Belknap

The City of Moscow currently does not have established policies and procedures for purchasing supplies, materials, and services on behalf of the City. The lack of an established policy has resulted in confusion at times regarding employee purchasing authority as well as the ability for employees to sign contracts and agreements on behalf of the City. Staff have prepared a draft Procurement and Purchasing Policy to provide guidance on legal obligations and requirements, establish employee purchase authority limits, establish employee contract signatory authority limits, as well as establish standards related to City vendor charge accounts and appropriate use of credit cards. Staff will present the policy for the Council's review and consideration.

PROPOSED ACTIONS: Recommend approval of the proposed Resolution adopting the proposed Procurement and Purchasing Policy; or provide staff with further direction.

Belknap introduced the item as written above and stated that purchasing practices are very inconsistent across departments. The purpose of the policy is to clarify processes for purchasing supplies, materials and services and to ensure ethical standards throughout all departments, and help enhance public confidence and transparency. Employees will receive education regarding gift or discount acceptance, purchase management including tax exemption monitoring, and use of local vendors.

Purchase approval limits have been set at \$10,000 for Department Managers, \$25,000 for Deputy City Supervisors, \$75,000 for the City Supervisor, \$150,000 for the Mayor, and purchases over \$150,000 must be approved by the Mayor and Council. A flow chart for approval processes regarding contracts and agreements was also shared. City credit cards are assigned to individuals rather than departments with some exceptions.

Many other standard practices have not been in writing are now defined but will remain in the same process. The Committee recommended approval and that it be placed on the Council regular agenda.

7. Amended Solid Waste Franchise Agreement (ACTION ITEM) - Tim Davis

Latah Sanitation, Inc. (LSI) has engaged our staff to discuss several aspects of the existing Franchise Agreement in which their present expenditures are surpassing the adjustments for compensation based on the Consumer Price Index (CPI). Our team subsequently sought and received the necessary data from LSI concerning their current expenses related to roll cart and dumpster services. These assessments confirmed that the current compensation structure does not adequately account for the rising costs associated with equipment replacement. Additionally, LSI has expressed a need for fuel cost relief, which is being considered as part of the proposed amended agreement. Furthermore, our staff has incorporated LSI's request to assume responsibility for roll-off container services and associated billing into the amendment terms.

PROPOSED ACTIONS: Recommend approval of the amended Sanitation Franchise Agreement, or provide staff further direction.

Davis introduced the item as written above. The fuel relief model adjusts the base fuel index each year based off of 50% of the CPI. Fuel relief is granted when fuel costs exceed 115% of the base fuel index. The City will receive a fuel credit when fuel prices fall below 85% of the base fuel index. The fuel relief

model is applied retroactively to January of 2022. Davis reflected on the report made earlier in the year regarding the roll-off service request.

With these changes, LSI will be able to offer more container sizes. The roll-off containers are an elective service that provides the customer the ability to dispose larger and bulkier items including demolition materials that would otherwise not be accepted by the City service. LSI also plans on replacing the current 30-yard containers at the recycling center with 45-yard containers, resulting in less trips to the compost facility.

Inland North Waste (INW) is proposing to take on direct customer billing and record keeping for roll-off container services that the City currently oversees in order to reduce confusion and duplicated services to customers. However, the City will continue to retain the proceeds from the tonnage fees of the roll-off services. INW will receive all hauling, container rental, sorting, damage deposits, and delay fees.

Palmer shared that previous communication or practice complications have been smoothed out with this agreement. The agreement has also cleaned up definitions and other language clarifications.

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

8. Ladder Truck Fire Engine Purchase Approval (ACTION ITEM) - Bill Belknap

The City's existing Fire Department ladder truck engine is reaching the end of its serviceable life and needs replacement. In accordance with Section 1.3.8 of the Master Services Agreement between the University and the City dated January 13, 2021, the University has agreed to participate in one-half of the cost of the purchase of the replacement ladder truck engine. The City has obtained a quote for the replacement ladder truck engine from Hughes Fire Equipment through the Houston-Galveston Area Council Cooperative Purchasing Program, which totals \$1,549,896, after \$162,564 in pre-payment discounts (see attached quote). The quote pricing is valid until October 27, 2023 with full payment due by the end of October of 2024 in order to secure the pre-payment discounts. Currently, the estimated delivery time for the ladder truck engine is 42-47 months from the date of order. Staff has provided the University of Idaho with the required 12 month advance notice of the intent to purchase the replacement ladder truck engine. Staff wishes to accept the quote prior to October 27th in order to avoid additional price escalation, and to provide the full payment by the end of October 2024 and is seeking Council approval at this time. The City has accumulated the City's portion of the purchase price within the City's Fleet Fund.

PROPOSED ACTIONS: Recommend approval to place the order for the replacement ladder truck fire engine; or provide staff further direction.

Belknap introduced the item as written above and shared that the standard service life of a ladder truck is 20 years. There are currently no plans in place to dispose the current ladder truck once the City receives the new one. It is not atypical to surplus them to other surrounding counties or cities in need. Needing no further discussion, the Committee recommended approval and that it be placed on the Council regular agenda.

ADJOURN

The meeting adjourned at 4:53 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 11, 2023



AGENDA ITEM TITLE

Disbursement Report November 2023 (ACTION ITEM) - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

ADDITIONAL PRESENTER(S)

DESCRIPTION

Accounts Payable Report for the month ending November 30, 2023. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$5,033,167.65.

Payroll	\$1,237,498.00
Professional Services	\$215,224.00
Sanitation	\$529,587.00
Capital Outlay	\$1,522,628.00
Capital Outlay-Vehicles	\$472,605.00
Capital Outlay-Improvements	\$218,517.00
Supplies	\$162,790.00
Utilities	\$82,796.00
Contractual Payments	\$293,572.00
ACH Wells Fargo	\$25,584.00
Total	\$4,760,801.00

REVIEWED BY

PROPOSED ACTIONS

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

STAFF RECOMMENDATION

Approve the disbursement report and use of digital signatures to sign the Disbursements Report for the month of November 2023.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. November Revenue Report 2023
2. Cash & Investments Balances - November 2023
3. Disbursement Report - November 2023
4. Major Expenditures Report - November 2023

RECEIPTS REPORT FOR NOVEMBER 2023

	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	5,528.24	120,487.09	55,670.52	0.00	142,982.11	14,182.88	240,155.47	15,024.75	0.00	5,013.56	599,044.62
105	STREETS	925.43	0.00	0.00	0.00	14.40	0.00	0.00	150.00	0.00	0.00	1,089.83
120	RECREATION AND CULTURE	0.00	0.00	0.00	6,379.00	10,469.15	0.00	0.00	40.00	0.00	0.00	16,888.15
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	8,091.01	0.00	0.00	0.00	0.00	0.00	0.00	8,091.01
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,671.12	0.00	0.00	0.00	0.00	0.00	1,671.12
220	WATER	0.00	0.00	0.00	0.00	567,161.51	0.00	1,536.86	0.00	0.00	0.00	568,698.37
230	SEWER	0.00	0.00	0.00	0.00	700,394.98	0.00	1,940.55	405.18	0.00	0.00	702,740.71
235	STORMWATER	0.00	0.00	0.00	0.00	50,762.60	0.00	0.00	0.00	0.00	0.00	50,762.60
240	SANITATION	0.00	0.00	0.00	0.00	519,127.43	0.00	0.00	0.00	0.00	0.00	519,127.43
290	FLEET	0.00	0.00	0.00	0.00	80,108.82	0.00	0.00	0.00	0.00	0.00	80,108.82
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	147,205.27	0.00	0.00	0.00	0.00	0.00	147,205.27
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
335	STORMWATER CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	31,329.55	0.00	0.00	0.00	31,329.55
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	3,362.10	0.00	0.00	0.00	3,362.10
590	BOND & INTEREST	836.61	0.00	0.00	0.00	0.00	0.00	230.16	0.00	0.00	0.00	1,066.77
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	7,290.28	120,487.09	55,670.52	14,470.01	2,219,897.39	14,182.88	278,554.69	15,619.93	0.00	5,013.56	2,731,186.35

City of Moscow Cash and Investments Balances as of 11/30/2023		
Fund	Year to Date Balance	
General Fund	\$	8,033,521.85
Street Fund	\$	2,051,458.61
Recreation & Culture	\$	1,306,394.97
MSDCP	\$	111,121.01
1912 Fund	\$	68,414.72
Transit Center	\$	70,558.35
Water Fund	\$	3,792,127.70
Sewer Fund	\$	4,252,996.75
Stormwater Fund	\$	269,023.56
Sanitation Fund	\$	3,801,547.43
Fleet Fund	\$	6,561,148.81
Information Systems	\$	5,492,633.78
Water Capital	\$	5,107,172.29
Sewer Capital	\$	18,579,052.09
Stormwater Capital	\$	312,668.58
Capital Projects	\$	10,667,300.20
Sanitation Capital	\$	7,467,147.52
LID construction	\$	213.45
Hamilton	\$	787,032.27
Bond & Interest	\$	503,997.59
LID Funds	\$	35,611.11
Payroll Service	\$	1,218,514.46
Total Cash & Investments	\$	80,489,657.10

DISBURSEMENTS REPORT FOR NOVEMBER 2023												
		ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
DATE	FUND NAME	11/2/2023	11/13/2023	11/16/2023	11/22/2023	11/30/2023	11/6/2023	11/3/2023		11/3/2023	11/17/2023	
BATCH #		AP 11.3.2023	AP 11.10.2023	AP 11.17.2023	AP 11.22.2023	AP 11.30.2023	11/21/2023 AP 11.3.2023 AP 11.10.2023	11/13/2023 11/16/2023 AP 11.3.2023 AP 11.10.2023 AP 11.17.2023		ID86	ID87	
CHECK #'s		107187-107249	107250-107339	107340-107391	107392-107428	107429-107494	Novermber CC ACH's	Novermber ACH's		21588	21589-21590	
Fund #												
101	GENERAL	5,101.78	35,903.35	10,631.83	111,862.33	19,998.19	9,861.82			347,324.34	383,949.18	924,632.82
105	STREETS	615.00	25,807.83	13,327.72	20,002.34	2,162.39	506.63			27,603.94	30,700.29	120,726.14
120	RECREATION AND CULTURE	21,165.58	9,482.03	3,188.84	30,732.75	17,383.79	2,510.38			57,196.81	56,962.40	198,622.58
121	MSD COMM. PLAY FIELDS		282.00		1,064.34					3,408.78	1,551.49	6,306.61
123	1912 CENTER	10,750.00										10,750.00
128	TRANSIT CENTER		1,057.11	18.98		365.00						1,441.09
220	WATER	17,085.21	47,515.76	32,217.21	96,431.16	5,010.84	968.74	134,111.04		49,579.99	52,879.88	435,799.83
230	SEWER	31,518.23	37,695.94	12,869.62	33,468.76	93,439.41	5,794.87	20,697.72		51,948.60	55,722.22	343,155.37
235	STORMWATER	930.10	367.29	620.60	6,338.53	84.92	871.61			17,129.23	17,361.46	43,703.74
240	SANITATION	100.00	138,857.49		1,747.07	5,370.79		370,172.14		8,327.39	8,543.47	533,118.35
290	FLEET	1,086.23	97,773.69	375,260.86	45,260.17	5,732.52	1,320.43			10,621.58	11,668.07	548,723.55
295	INFORMATION SYSTEMS	24,212.89	11,460.00	5,383.75	89,537.76	68.79	3,749.08			20,712.18	24,306.31	179,430.76
320	WATER CAPITAL PROJECTS	189,207.78		4,326.54	553.49	979,878.23						1,173,966.04
330	SEWER CAPITAL PROJECTS					474,040.82						474,040.82
335	SANITATION CAPITAL PROJECTS											0.00
340	SANITATION CAPITAL PROJECTS											0.00
350	CAPITAL PROJECTS	25,270.00	321.15	4,239.60		8,919.20						38,749.95
355	LID CONSTRUCTION											0.00
380	HAMILTON - PARKS & REC											0.00
590	BONDS & INTEREST											0.00
	TOTAL	327,042.80	406,523.64	462,085.55	436,998.70	1,612,454.89	25,583.56	524,980.90	0.00	593,852.84	643,644.77	5,033,167.65

Julia Parker

Sandra Kelly

Drew Davis

Sarah L. Banks, Finance Director

Sanitation

Large Expenditures					
HDR Engineering, Inc.	\$	28,553.19	T M L Construction, Inc.	\$	963,553.65
Water/Sewer Comprehensive System Plans 10.1.23 - 11.4.23			Pay App 12 for Booster Stations Phase II		Nexgen User Conference
Duke's Root Control, Inc.	\$	89,217.62	CHS, Inc.	\$	32,065.00
Root Control			Unleaded fuel (6,000 gals @ \$2.99/gal) Diesel fuel (4,000 gals @ \$3.532/gal)		License Maintenance, Training, Data Migration and Configuration
M.L Albright & Sons, Inc.	\$	469,700.63	State Insurance Fund	\$	183,570.00
South US95 Water Sewer Ext Pay App 8 + Retainage			Idaho Workers Comp - SIF		M.L. Albright & Sons, Inc.
Chipman & Taylor Chevrolet	\$	29,810.00	Hughes Fire Equipment, Inc.	\$	371,951.00
New vehicle #9-03 (IS)			Payment 2 of 2 for new #5-20		Razz Construction, Inc.
Knudsen Chevrolet Co.	\$	28,997.00	Joe Hall Ford	\$	41,847.00
New vehicle #4-91 (PD)			New 2023 Ford F150 Lightning #2-70		Pay app #13 - 6th Street Bridge- Razzz Construction
				Total:	\$2,492,950.87

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 11, 2023



AGENDA ITEM TITLE

Affordable Housing Grant Program Update Resolution (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

Recognizing a growing need in the community, the City adopted an Affordable Housing Grant Program in the fall of 2021. The goal was to create a financial incentive that would help increase affordable homeownership opportunities in the City.

Since its inception, the City has awarded two non-profit organizations a total of \$120,000 to assist in the construction of six new homes. Unfortunately, to date, only one of those homes has been constructed. Both groups have cited the requirement to maintain affordability in perpetuity as a challenge for their partners and lenders. To address this issue, staff is recommending the program be modified to require affordability be maintained for a minimum of 50 years. Representatives from both non-profits have indicated this term will be more palatable to their lenders.

The second change included in the attached resolution simplifies the application process by clarifying eligibility requirements. The program initially included two approaches to determining eligibility. This has created confusion for potential applicants and City staff administering the program. Staff is recommending the program be modified to include a single approach to determining eligibility. Grants will still be limited to those earning 80% or less of the Latah County Area Median Income (AMI), and the total cost of housing (principal, interest, taxes, insurance, dues, and utilities) cannot exceed 35% of a specific buyer's income.

The grant program is one of the few tools the City has to directly support affordable housing. The minor changes proposed should result in an increase in the utilization of the program and a greater number of affordable homeownership opportunities.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the resolution modifying the requirements of the Affordable Housing Grant Program; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the resolution modifying the Affordable Housing Grant Program.

OTHER RESOURCES

FISCAL IMPACT

The adopted FY 2024 budget includes a \$110,000 allocation to support affordable housing construction through the grant program.

PERSONNEL IMPACT

ATTACHMENTS

1. Affordable Housing Resolution Update_final

RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING RESOLUTION 2021-22, PROVIDING FOR THE MODIFICATION OF THE REQUIREMENTS FOR THE AFFORDABLE HOUSING GRANT PROGRAM; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the health and safety of all citizens of the City of Moscow (hereinafter “City”) is the greatest priority and is of the utmost importance to the Mayor and City Council; and

WHEREAS, Idaho Code § 50-302, enables cities to promote the general welfare of its citizens; and

WHEREAS, the cost to rent or purchase housing has become less affordable for millions of people and families across the Pacific Northwest including residents within the City; and

WHEREAS, according to the Multiple Listing Service and the U.S. Bureau of Labor Statistics data, from 2015 to 2019, the average home sales price increased by more than 25%, while per capita incomes only grew by 10%, and the average home sale price in the City increased an additional 12.2% between 2019 to 2020; and

WHEREAS, studies have shown affordable housing encourages social connection, reduces overcrowding, increases adjacent property values, attracts businesses and jobs, and lowers crime rates; and

WHEREAS, it is the policy of the City to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender, national origin, disability, familial status, sexual orientation, or gender identity/expression; and

WHEREAS, the City supports the development of affordable housing within Moscow, believes it is a benefit to the Moscow community as a whole, serves an important public purpose and established the Fair and Affordable Housing Commission; and

WHEREAS, the Mayor and City Council adopted Resolution 2021-22, establishing an affordable housing grant program to address the major challenge area identified in the City’s strategic plan, “Lack of Affordable Housing Creates Economic Disadvantages”; and

WHEREAS, the City seeks to amend the program requirements due to the initial program having been determined to be overly restrictive to local builders, and as a result, has been underutilized. The City is hoping the amendments contained herein will increase the use of the grant program and generate construction of additional affordable housing; and

WHEREAS, the Council supports the attached amended policy and wishes to adopt it by Resolution in order to accomplish the purposes stated herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following as follows.

1. That the Amended City of Moscow Affordable Homeownership Grant Program attached hereto as Exhibit “A” is adopted and shall replace the Moscow Affordable Homeownership Grant Program attached to Resolution 2021-22;
2. That this Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Maureen Laflin	_____	_____	_____	_____
Hailey Lewis	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this _____ day of _____, 2023.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2023 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

EXHIBIT A

City of Moscow Affordable Homeownership Grant Program

- 1) **Overview:** The cost to rent or purchase housing has become less affordable for millions of people and families across the Pacific Northwest, and Moscow is no exception. From 2015 to 2019, the average home sales price increased by more than 25%, while per capita incomes only grew by 10%, and the average home sale price in the City of Moscow increased an additional 12.2% between 2019 to 2020. Studies have shown affordable housing provides community stability, encourages social connection, increases adjacent property values, attracts businesses and jobs, and lowers crime rates. The City of Moscow supports the development of affordable housing within Moscow and has established an Affordable Homeownership Program to promote and encourage non-profit organizations to collaborate and work cohesively as a community on this issue.
- 1) **Definitions:** For the purpose of the Affordable Homeownership Grant Program, the words and terms used herein are defined as follows:
 - a) Affordable. Where the cost of housing including principal, interest, taxes, private mortgage insurance, land leases payments, homeowner's association dues and utilities do not exceed thirty-five percent (35%) of the buyer's monthly gross income.
 - b) AMI. The Latah County Annual Median Household Income as published by the U.S. Department of Housing and Urban Development.
 - c) Buyer. The individual or family that is the intended purchaser of an affordable housing unit.
 - d) City. The City of Moscow, Idaho.
 - e) Council. The City of Moscow City Council
 - f) Non-Profit Housing Developer. A non-profit organization or partnership with a mission that is focused on the creation, renovation, preservation, operation, and maintenance of affordable housing.
 - g) Owner Occupied. A property owner, as reflected in real property records, who makes their legal residence at the property, as evidenced by voter registration or similar means and actually resides at the property for more than six (6) months out of any given year. Owner occupancy may also include a named natural person with an ownership or benefit in a private trust, but shall not extend to corporate trusts.
 - h) Community Land Trust. A trust created to effectuate a real estate ownership arrangement in which the trustee holds legal and equitable title to the property subject to the provisions of a trust agreement setting out the rights of the beneficiaries whose interests in the trust are declared to be personal property.
 - i) Program. The City of Moscow Affordable Homeownership Grant Program.
 - j) Subsidy Retention. A mechanism which is a legally binding restriction upon the future housing unit sale price in accordance with an approved inflationary income index to ensure the housing unit remains affordable in perpetuity.
 - k) Subsidy Recapture. A mechanism which includes a legally binding requirement to collect and return the City's original contribution to the housing unit upon future sale of the said unit.

2) Annual Allocation:

- a) The City Council intends to allocate funding for the Program each fiscal year subject to available funding and the Council's approved budget appropriation. The goal is to allocate Fifty Thousand Dollars (\$50,000) annually to the Program depending upon available funding.
- b) The annual appropriation will be placed within a designated capital fund where it will be retained and accumulated until disbursements are approved in accordance with the Program.

3) Organization Eligibility:

- a) An eligible non-profit housing developer whose primary mission and purpose is the development and provision of affordable housing.
- b) Evidence of successful completion of affordable housing projects.

4) Grant Application Process

- a) Grant applications will be accepted annually beginning October 1st of each year on a first come first served basis until the annual allocation has been obligated.
- b) The maximum grant award shall be Ten Thousand Dollars (\$10,000) per housing unit, unless otherwise approved by the Council.
- c) Grant awards shall be effective for twenty-four (24) months from the date of approval, unless otherwise specified and 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 budget.

5) Eligible Activities

- a) The development and provision of perpetual affordable homeownership opportunities which may include:
 - i) Construction of new detached single-family homes, attached single-family homes, townhouses and/or condominium units;
 - ii) Acquisition and rehabilitation/renovation of existing detached single-family homes, attached single-family homes, townhouses and/or condominium units;
 - iii) Other uses as may be approved by the City Council.
- b) The development of affordable housing within a community land trust shall be allowed and encouraged.

6) Grant Requirements and Obligations

- a) The buyer's household income shall be eighty percent (80%) or less of the Latah County AMI.
- ~~b) The housing unit must meet one of following affordability measures:~~
 - ~~i) The home sale price may not exceed what is deemed to be affordable to a family of three (3), based upon seventy percent (70%) of the AMI, as established by the City on an annual basis.~~
 - ~~ii) _____~~
- ~~ii)b) _____~~ The annual mortgage payment amount (inclusive of principal~~le~~, interest, taxes, private mortgage and homeowner's insurance, association dues, and utilities) may not

exceed 35% of the ~~70% AMI~~ annual household income ~~based upon the buyer's family size~~.

- c) All housing units shall be required to be owner occupied.
- d) The non-discrimination in employment and housing practices detailed in Moscow City Code Title 10, Chapter 19, along with all local, state and federal laws shall be followed.
- e) All grant recipients shall provide a legally enforceable means to ensure either subsidy recapture or subsidy retention to guarantee the grant award will be retained to preserve affordability of the housing unit. All proposed retention or recapture obligations shall be in perpetuity for a minimum of fifty (50) years and subject to City review and approval.
- f) The subsidy recapture 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 the original grant award.
- g) The subsidy 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.

7) Grant Disbursement

- a) Unless otherwise specified, grant awards shall be disbursed on a reimbursement basis subject to final verification of sales price and buyer qualification at the time of closing.
- b) The grant award shall be paid within thirty (30) days of receipt of notice of property closing and receipt of all necessary documentation to verify compliance with all conditions of this Program.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 11, 2023



AGENDA ITEM TITLE

2024 WHITCOM Emergency Dispatch Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor, James Fry, Police Chief

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City currently contracts with the WHITCOM joint dispatch center for E911 emergency and non-emergency dispatch services. The attached agreement would continue those services through the 2024 calendar year. The proposed fee for the dispatch services is \$26,389 less than the 2023 agreement, with a total annual cost of \$776,874. Staff has prepared the agreement for the Council's review and approval.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Emergency Dispatch Services Agreement, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the Emergency Dispatch Services Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Moscow Whitcom E911 Agreement 2024_Final

AGREEMENT FOR E911 SERVICES AND
COMPLETE DISPATCH SERVICES

This Agreement for Enhanced 911 (E911) Services and Complete Dispatch Services (hereinafter referred to as “Agreement”), is made and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as “CITY”), and WHITCOM, an agency established through the cooperation of Washington State political entities consisting of County of Whitman, City of Pullman, Washington, and Washington State University, acting through Enhanced 911 Inter-Local Agreement pursuant to the Inter-Local Cooperation Act, Chapter 39.34 Revised Code of Washington, 2325 Hopkins Court, Pullman, Washington, 99163 (hereinafter referred to as “WHITCOM”).

W I T N E S S E T H:

WHEREAS, in 2004, CITY and WHITCOM entered into an agreement for E911 services and complete dispatch services; and

WHEREAS, in 2006, CITY and WHITCOM entered into an agreement replacing the 2004 Agreement to continue to provide services through December 31, 2009; and

WHEREAS, in 2009, CITY and WHITCOM entered into an agreement replacing the 2006 Agreement to continue to provide services through December 31, 2015; and

WHEREAS, in 2015, CITY and WHITCOM entered into an agreement replacing the 2009 Agreement to continue to provide services through December 31, 2020; and

WHEREAS, in 2020, CITY and WHITCOM entered into an agreement replacing the 2015 Agreement to continue to provide services through December 31, 2022; and

WHEREAS, in 2023, CITY and WHITCOM entered into an agreement replacing the 2020 Agreement to continue to provide services through December 31, 2023; and

WHEREAS, CITY has determined that the best and most efficient use of its current resources is to continue to contract with WHITCOM for WHITCOM’s provision of E911 services and complete dispatch services; and

WHEREAS, WHITCOM has agreed to continue to provide such services to CITY as are stated herein; and

WHEREAS, WHITCOM has agreed to provide a certain minimum level of service for an amount certain throughout the term of this Agreement; and

WHEREAS, CITY and WHITCOM believe that it is in their mutual best interest to establish a working relationship for the term of this Agreement; and

WHEREAS, it is desired of City Council to enter into this Agreement with WHITCOM; and

WHEREAS, it is the desire of WHITCOM entities to enter into this Agreement;

NOW THEREFORE, Parties agree as follows:

SECTION 1. Intent and Term

This Agreement memorializes the Parties' intent that CITY will continue to utilize WHITCOM's E911 services and complete dispatching services through December 31, 2024 in conformance with the terms of this Agreement.

It is specifically the intention of both Parties not to create an interlocal cooperation agreement or a joint powers agreement with this current Agreement at this time.

SECTION 2. Description of Services to be Provided

WHITCOM agrees to provide E911 services and complete public safety dispatching services through the term of this Agreement. Dispatching services provided by WHITCOM shall include the following:

- A. The answering of business and 911 telephone lines for fire, police and emergency medical services requests;
- B. Emergency and routine radio communications with police, fire and EMS emergency providers;
- C. Communications between providers and other resources relating to their function;
- D. After-hour emergency public works requests; and
- E. Limited technical training, trouble shooting, and support to CITY Information System (IS) personnel as it applies to devices accessing WHITCOM applications and services.

For the purpose of performing the above-mentioned functions, WHITCOM shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies to maintain the level of E911 services and complete dispatch services equal to services provided to other WHITCOM parties.

If WHITCOM Information Technology (IT) personnel provide assistance to CITY Information Services (IS), CITY IS must be prepared and ready for upgrades. Any unforeseen or out of the ordinary costs will be negotiated, in good faith.

SECTION 3. Responsibility

WHITCOM shall have full responsibility for the provision of E911 services and complete dispatch services as described hereinabove. In addition, the WHITCOM Executive Board shall be responsible for administration and oversight of dispatch services, hiring an Executive Director,

setting standards of performance and training and disciplining employees, as well as any other matters incident to the control of personnel and performance of services under this Agreement. CITY shall have one voting member position on the WHITCOM Executive Board.

SECTION 4. Consideration

It is agreed that CITY's compensation to Whitcom for services (user fees) shall be based upon twenty-one and a quarter percent (21.25%) of the annual WHITCOM E911 budget as adopted by the Whitcom Executive Board. This agreed upon percentage includes credit for all in-kind services provided by each agency in support of Whitcom E911 operations.

During the term of this Agreement, utilizing the above percentage calculation, CITY shall compensate Whitcom for services provided as follows:

For the period of January 1, 2024 through December 31, 2024, CITY shall pay to WHITCOM the total amount of Seven Hundred Seventy-Six Thousand, Eight Hundred Seventy-Four dollars (\$776,874).

CITY shall make such payments in four quarterly installments and shall remit payment to WHITCOM no later than thirty (30) days from receipt of invoice.

User fees will be established by dividing the total WHITCOM E911 budget by the agreed upon percentage minus all pass-through money credited to each agency. Unanticipated revenue will be credited to WHITCOM entities at the same percentage as their user fees unless the revenue is specifically tied to one of the entities such as a grant. In the event an entity receives a grant, the entire grant amount will be credited to the entity that obtained the grant.

If this Agreement is terminated prior to the expiration of the term of this Agreement pursuant to Section 22, payment shall be pro-rated by written agreement between the Parties.

There shall be no additional compensation for activities, events or occurrences except by written amendment to this Agreement.

SECTION 5. Expenditures of Funds Under this Agreement

WHITCOM agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only.

SECTION 6. Equipment

CITY and WHITCOM agree that WHITCOM shall operate on CITY's radio frequencies in order to enhance level of services to CITY and in order to provide an increased level of safety for employees of both Parties. WHITCOM agrees to pay for recurring telephone line and database charges. WHITCOM agrees to furnish such items without costs additional to that set out in Section 4 hereinabove.

CITY agrees to furnish and to pay for installation of equipment necessary to communicate with its police facilities, fire stations, Public Works departments, and citizens requesting assistance; and

any costs incurred as a result of expanding WHITCOM's telephone system to accommodate increased CITY call volume. This includes the Spillman State Link and Spillman connectivity consistent with the purposes of this Agreement.

SECTION 7. Insurance

Each Party warrants that it shall obtain, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The amounts of such insurance shall not be deemed a limitation of the indemnity and hold free and harmless covenant contained in Section 8 herein.

WHITCOM shall furnish CITY with policies or certificates of insurance to demonstrate WHITCOM has procured such insurance and that CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

"It is agreed that City of Moscow is added as an additional insured under this Policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City of Moscow under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations, or reduction in coverage of such insurance.

SECTION 8. Limitation of Liability

CITY hereby covenants and agrees to hold and save WHITCOM (including its political entities) and all of its officers, agents, and employees harmless from all claims whatsoever that may arise against WHITCOM (including its political entities), its officers, agents, or employees and, in the case of WSU, its Regents, as a result of the performance of duties performed by CITY under the terms of this Agreement. By so doing, CITY, its officers, agents, and employees shall not be deemed to have assumed any liability for the independent acts of WHITCOM or of any officer, agent, or employee thereof, and WHITCOM hereby covenants and agrees to hold and save CITY, all of its officers, agents, and employees harmless from all claims whatsoever that may arise against CITY, its officers, agents, or employees, by reason of any independent act of WHITCOM, its officers, agents, and employees.

SECTION 9. Information

CITY shall provide WHITCOM with:

- A. an updated map of City with addresses;
- B. a twenty-four (24) hour emergency telephone number list for on-call CITY personnel;
- C. a list of fire hydrant locations; and

- D. emergency contact information on essential CITY employees including volunteer fire personnel, and any other pertinent information deemed necessary to effectively perform dispatching duties. Whenever CITY is made aware of additional information or a change in current information, CITY shall reduce this information to writing and deliver it by hand delivery, inter-agency mail, regular mail, or any other reasonable means of delivery to WHITCOM within a reasonable amount of time after CITY has been made aware of such change.

Although CITY does not maintain a list of apartment and business emergency contact numbers, or building or development site information, CITY, upon request from WHITCOM, will assist WHITCOM in obtaining such information.

SECTION 10. Use of Idaho Law Enforcement Telecommunications System (ILETS)

CITY shall be responsible for maintaining the ILETS System for use by WHITCOM in providing services contemplated by this Agreement including, but not limited to, any payments, licenses, permissions, protocol and the like.

SECTION 11. Records

Records generated and/or related to services provided by WHITCOM to CITY under this Agreement shall comply with relevant requirements of the Revised Washington Code and the Idaho Code, respectively. WHITCOM and CITY shall retain such records in accordance with the Revised Washington Code and the Idaho Code, respectively and shall produce such records pursuant to requests for records in accordance with the Revised Washington Code and the Idaho Code, respectively in addition to any Court Orders related to records generated by WHITCOM for CITY. WHITCOM and CITY shall make records (except for those protected by privilege or otherwise under applicable law or Court Orders) available to the other upon reasonable notice during business hours.

CITY shall have unlimited, around-the-clock (twenty-four (24) hours) access to its ILETS System records at all times during the term of this Agreement.

SECTION 12. No Waiver of E911 Service Area Jurisdiction

It is specifically the intention of CITY and WHITCOM that CITY retains all rights, privileges, authority, jurisdiction and entitlement to CITY's established E911 service area, as defined in Idaho Code. In addition, nothing in this Agreement shall be construed by either Party or by others to in any way alter CITY's 1990 decision in Ordinance No. 90-16 to provide E911 services and dispatch services to citizens of Moscow, Idaho pursuant to Idaho Code Title 31, Chapter 48.

SECTION 13. Non-Appropriation Clause

In recognizing that each Party to this Agreement can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason for release from this Agreement provided:

- A. Thirty (30) days' written notice is given to the other Party; and

- B. No other funds are appropriated for the same fiscal period that would provide essentially the same or similar service as outlined in this Agreement.

SECTION 14. Compliance with Laws

- A. WHITCOM agrees that it shall conduct its operations pursuant to this Agreement in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction. WHITCOM shall undertake a continuing program of monitoring to ensure compliance with all applicable Federal, State, County and municipal laws and regulations as well as directions of the WHITCOM board to ensure safe and efficient operations and to administer funds paid to WHITCOM by CITY in accordance with this Agreement. WHITCOM further agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only in a manner consistent with Idaho Code Title 31, Chapter 48.
- B. *Anti-Boycott Against Israel Act.* WHITCOM certifies it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods and services from Israel or territories under its control. Failure to comply with Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
- C. *Ownership or Operation by China.* Pursuant to Idaho Code § 67-2359, WHITCOM certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
- D. *No Public Funds for Abortion Act.* Pursuant to Idaho Code Title 18 Chapter 87, WHITCOM certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion-related activity.

SECTION 15. Non-Discrimination

It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. WHITCOM shall not discriminate against any employee or applicant for employment. WHITCOM'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. WHITCOM 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 16. Independent Contractor

The Parties warrant by their signature that no employer-employee relationship is established between WHITCOM and CITY by the terms of this Agreement. It is understood by the Parties

hereto that WHITCOM is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

SECTION 17. Venue and Legal Fees

This Agreement shall be construed as having been made and delivered within the State of Washington, and it shall be mutually understood and agreed by each Party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

As a further condition of this Agreement, the Parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party. The Parties expressly agree that any uncertainty or ambiguity existing therein shall not be construed against either Party.

SECTION 18. Rights Not Assignable

Parties shall not assign any rights or duties under this Agreement to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

SECTION 19. Severability

In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions, or parts thereof, shall remain in full force and effect, being in no way affected, impaired or invalidated. The remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

SECTION 20. Complete Agreement

This Agreement constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

SECTION 21. Amendments

The terms of this Agreement may be amended by mutual agreement of the Parties. The Party seeking an amendment shall submit a written request for amendment to the other Party. The request shall clearly describe the proposed change and why the change is necessary. The responding Party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within forty-five (45) days from receipt of the request. The responding Party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both Parties.

SECTION 22. Notice

Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addressed to the Parties as follows:

CITY

City Clerk
City of Moscow
P O Box 9203
Moscow, ID 83843

WHITCOM

WHITCOM Director
WHITCOM 911
2325 Hopkins Court
Pullman, WA 99163

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals as of the date and year hereinbelow written.

WHITCOM

This _____ day of _____, 2023

Whitcom Board Chair

Whitcom Vice Chair

CITY OF MOSCOW, IDAHO

This _____ day of _____, 2023

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 11, 2023



AGENDA ITEM TITLE

Startouch Wireless Communications Facility Lease Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

Startouch Microwave Communications is requesting to install two (2) microwave antennas and associated cables on the City Rotary Park Water Tower. The proposed use of the equipment is to provide communication services to T-Mobile, which operates a cellular communications site at the location. Staff has prepared a wireless communications lease agreement to allow the installation of the two antennas in exchange for a lease fee of \$3,600 per year which will increase by 3% annually. The agreement is being presented to the Council for the Council's review and approval.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the wireless communications facility lease agreement, or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the wireless communications facility lease agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Startouch Lease _Final with attachment

WIRELESS COMMUNICATIONS FACILITY
LEASE AGREEMENT BETWEEN
CITY OF MOSCOW, IDAHO AND STARTOUCH INC.

THIS WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT (hereinafter “Agreement”) is effective the date of the last signature on this Agreement (the “Effective Date”) 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 Startouch Inc., a Corporation of the State of Washington, 454 West Stuart Road, Bellingham, Washington, 98226 (hereinafter “STARTOUCH”).

In consideration of the mutual covenants contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, CITY and STARTOUCH agree as follows:

- A. Property: CITY is the owner of the real property known as Jim Lyle Rotary Park located at 1026 East F Street, Moscow, Idaho, as further described on Exhibit “A” (hereinafter “Property”).
- B. Permitted Use. In exchange for the Lease Fee as described herein, along with any associated permit fees and plan review fees required by CITY, STARTOUCH is hereby granted the right to construct, operate, maintain, repair and remove a wireless communication facility (WCF) on the Property described in Section A herein and as shown upon the approved construction drawings shown on Exhibit “B” (hereinafter “WCF Equipment”). The WCF Equipment will contain the following components:
 - 1. Ground-mounted equipment. No separate ground equipment area is granted under this Agreement. It is understood that STARTOUCH’s antenna facilities will connect to ground equipment located within T-Mobile’s ground-mounted equipment area leased by T-Mobile under a separate lease agreement with CITY.
 - 2. Antenna Facilities. Two (2), twelve-inch (12”) diameter microwave dish antennas and associated CAT 5E, fiber optic and power cable connections to and between the antennas and the ground-mounted equipment as shown on Exhibit “B”. All antennas, cables and connections shall only be mounted in a manner approved by CITY and shall not interfere with the water tower cat-walk or access ladder or any other WCF’s on the Property. All installation work shall be completed by a contractor approved by CITY. The WCF Equipment shall remain the exclusive property of STARTOUCH and shall not be considered fixtures of CITY property. STARTOUCH shall have the right to install the WCF Equipment at any time during the Initial Term during a time approved by CITY, and during such Term, CITY shall reserve space and load capacity to accommodate the WCF Equipment.
 - 3. Underground power lines and components. Underground conduit and utility connections necessary to provide service to the WCF and provide connection to the

Antenna Facilities and other equipment mounted upon the water tower as shown on Exhibit "B".

- C. Lease Term. The Initial Term of this Agreement shall be five (5) years commencing upon the Effective Date of this Agreement and ending on the day immediately preceding the fifth (5th) anniversary of the Effective Date. This Agreement shall automatically renew for five (5) additional five (5) year renewal term periods upon the same terms and conditions contained herein unless modified in writing by both Parties. The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "Term."
- D. Lease Fees.
1. Upon the Effective Date, STARTOUCH shall pay CITY lease payments in the amount of Three Hundred Dollars (\$300.00) per month (hereinafter "Lease Fee"). Upon each anniversary of the Effective Date, the Lease Fee shall be increased annually by an amount equal to three percent (3%) of the Lease Fee for the immediately preceding year. STARTOUCH shall deliver the Lease Fee to CITY at the address specified in Section R herein, or by electronic payment upon prior approval by CITY. The first Lease Fee payment shall be due within 30 days of the Effective Date. Subsequent Lease Fee payments shall be payable by the first (1st) day of each month thereafter.
 2. Recovery of Costs. STARTOUCH shall reimburse CITY for any and all reasonable costs CITY incurs in responding to any emergency caused by STARTOUCH's equipment and uses on the Property. STARTOUCH, shall reimburse CITY for its proportionate share for all expenses and costs, including CITY personnel salary and benefits, incurred by CITY in planning, constructing, installing, repairing or altering any CITY facility which becomes reasonably necessary as the result of the presence of STARTOUCH's equipment and uses permitted by this Agreement.
 3. STARTOUCH shall pay all costs involved in the construction, operation, maintenance, repair, and removal of STARTOUCH's WCF Equipment and uses permitted under this Agreement. STARTOUCH shall have a representative inspector on-site during the installation process, including when work is being done by any contractor or subcontractor.
 4. Any charges payable under this Agreement, other than Lease Fees and permit and plan review fees, shall be billed by CITY to STARTOUCH within twelve (12) months from the date the charges were incurred or due; otherwise, the charges shall be deemed time-barred and forever waived and released by CITY.
- E. CITY Cooperation. During the Initial Term, CITY shall reasonably cooperate with STARTOUCH's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, and permitting related to the rights and uses granted under this Agreement. CITY's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, CITY shall not take any actions which are in conflict with or interfere with STARTOUCH's Governmental Approvals.

F. Construction.

1. Integrity of Water Tower. STARTOUCH shall not place any equipment or make any modifications or proceed with any construction on the Property and CITY's water tower located thereon which would in any way compromise the integrity of CITY's water tower or CITY's water system. Prior to construction, modification, or placement of any associated component, STARTOUCH will submit plans and specifications for the proposed work for review and approval by CITY. CITY has the sole discretion to determine whether the integrity of CITY's water tower or water system may be compromised by the proposed work. STARTOUCH shall not proceed with any proposed work without written authorization by CITY.
2. WCF Equipment. STARTOUCH agrees that all of the WCF Equipment to be installed upon the Property, and the location thereof (hereinafter "Site"), will be in accordance with that specified within Exhibit "B". Any deviation from the approved plans shall result in STARTOUCH being in default with respect to this Agreement. STARTOUCH may replace its existing WCF Equipment at any time with identical or substantially identical (in dimension, weight, as well as specification) equipment. CITY shall have the right to require STARTOUCH to relocate its WCF Equipment on the Tower to a different location on the Tower as long as the WCF Equipment move does not interfere with STARTOUCH's signal transmission. CITY will give STARTOUCH ninety (90) days' notice of CITY requiring any WCF Equipment relocation in a non-emergency situation. In an emergency situation, if STARTOUCH fails to make reasonable efforts to relocate its WCF Equipment as requested in a timeframe provided by CITY, CITY shall have the right to remove STARTOUCH's WCF Equipment if necessary to resolve the emergency.
3. Pre-Construction Procedures. Prior to installing any WCF Equipment or making any modifications, enhancements or changes thereto (other than replacements of identical items at the same location) (collectively, the "Work"), the following procedures shall be adhered to:
 - a. STARTOUCH shall submit to CITY detailed plans and specifications (the "Plans"), accurately describing all aspects of the proposed Work to be performed, including weight and wind load requirements and power supply modifications, enhancements or requirements, and evidence that STARTOUCH has obtained all approvals, permits and consents required by, and has otherwise complied with, all Federal, State and Local laws, rules, regulations, safety and other codes and ordinances ("Legal Requirements") applicable to the performance of the Work.
 - b. STARTOUCH shall not commence any of the Work until CITY notifies STARTOUCH of its written approval of the Plans, which approval, with respect to STARTOUCH's initial installation, will not be unreasonably withheld as long as the Plans conform to the requirements of this Agreement.
 - c. To the extent required by local authorities, STARTOUCH will obtain, at STARTOUCH's cost and expense, all required local governmental or quasi-governmental approvals and permits for construction and operation of the WCF

Equipment. STARTOUCH shall provide CITY with copies of such approvals and permits immediately upon receipt.

- d. STARTOUCH shall be solely responsible for inspecting the ladder system on CITY's water tower for safety before allowing its employees or contractors to use the ladder system. CITY DOES NOT MAKE AND WILL NOT MAKE ANY REPRESENTATION WHATSOEVER AS TO THE SAFETY CONDITION OF THE LADDER SYSTEM ON CITY'S WATER TOWER FOR THE PURPOSE OF THE USE INTENDED BY STARTOUCH OR ANYONE ACTING FOR OR ON BEHALF OF STARTOUCH.
 - e. In engaging anyone to perform any portion of the Work and to the extent permitted by law, STARTOUCH shall obtain and record a written waiver from any contractor, subcontractor, laborer or materialman of all rights under State material and mechanic lien laws or other laws to impose a lien on the Property or on any of CITY's property, and provide a copy of such written waiver to CITY. In addition, STARTOUCH shall provide CITY with worker's compensation and general liability insurance certificates, including CITY as an additional insured on its commercial general liability insurance, and otherwise satisfying the coverage requirements described herein and covering its performance of the Work. STARTOUCH shall require its contractors to carry the required insurance also. STARTOUCH shall be solely responsible and liable to CITY for STARTOUCH's failure to obtain or deliver to CITY the required insurance certificates from STARTOUCH's approved contractor.
4. Performance of Work. Upon completion of the procedures set forth in subsection F.3 above, STARTOUCH shall provide CITY with prior notice of the date upon which STARTOUCH shall commence the installation of STARTOUCH's WCF Equipment. The following shall apply to performance of the Work:
- a. STARTOUCH shall perform, or cause to be performed, all of the Work in compliance with the Plans approved by CITY and with all Legal Requirements. STARTOUCH shall ensure that the Work does not interfere with communications systems, equipment and operations of other pre-existing licensees or users on the Property.
 - b. All Work shall be performed by qualified contractors (including steeplejacks or other tower climbers), subject to the approval of CITY. Notwithstanding the foregoing, CITY reserves the right, in its sole discretion, to refuse to permit any person or company to climb any water tower or other structure owned or leased by CITY.
 - c. In no event shall STARTOUCH install or cause to be installed any additional utilities without the prior consent of CITY.
 - d. Under-grounding of electrical service to serve the WCF Equipment permitted under this Agreement is required by this Agreement on the property described above in Section A and in the public right-of-way serving the entrance to said

property. All costs of obtaining electrical service to STARTOUCH's WCF Equipment and the under-grounding thereof, as herein required, shall be the sole obligation of STARTOUCH and not CITY. The location of the electrical service meter shall be approved by CITY.

5. After Completion of Work.

- a. Upon the completion of STARTOUCH's installation of its WCF Equipment, but in no event later than ten (10) business days following such completion, STARTOUCH shall provide CITY with as-built drawings of the WCF Equipment installed on the Property.
- b. STARTOUCH acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), STARTOUCH shall reduce operating power or cease operation of its WCF Equipment which is necessary to prevent the overexposure of workers on the water tower to RF radiation. CITY will notify STARTOUCH by phone at (877) 611-5868 (also for emergencies).
- c. STARTOUCH agrees to comply with the reasonable directions and requirements which CITY, in its discretion, may from time to time establish in connection with the Property and the operations of STARTOUCH on the Property, provided that such directions and requirements do not unreasonably interfere with STARTOUCH's lawful ordinary course of business or operations.

6. Inspection Rights. CITY reserves the right to perform a pre-installation and post-installation audit and review with STARTOUCH. STARTOUCH shall fully cooperate with any such reasonable request by CITY and shall respond to and address any reasonable concern of CITY as a result of such audit.

7. Costs. All Work shall be performed at STARTOUCH's sole cost and expense (including to any structural analysis or structural modifications and the installation of any of STARTOUCH's WCF Equipment, any modifications, enhancements or requirements with respect to the electrical power supply, and the preparation of the Plans and as-built drawings). CITY shall cooperate with STARTOUCH in STARTOUCH's efforts to obtain any permits or approvals that may be necessary to comply with the requirements of this Agreement; provided, however, CITY shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. CITY may, in its sole discretion and if available, make available to STARTOUCH in exchange for an administrative fee, information which it may periodically collect from all users of the water tower which may be useful to STARTOUCH in demonstrating RF compliance.

G. Interference. STARTOUCH shall not interfere with the radio frequency communications of CITY or any of CITY's existing tenants.

H. Utility Services.

1. STARTOUCH shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its WCF Equipment, subject to CITY's prior written approval which shall not be unreasonably withheld.
2. STARTOUCH shall be responsible for all utility charges for electricity, or any other utility service used by STARTOUCH on the Property. STARTOUCH shall install separate meters for STARTOUCH's utility usage.

I. Access. Access shall be subject to such reasonable security rules as CITY may from time to time impose on a non-discriminatory basis for all users of the Property. All access for installation of the WCF Equipment shall be done during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, with at least twenty-four (24) hours advance notice to CITY by calling (208) 882-3122. STARTOUCH may arrange to perform work outside of normal business hours by providing one (1) week notice and STARTOUCH will be required to pay for CITY staff time for all hours outside of normal business hours at the rate of the CITY staff's usual hourly pay rate, which may include overtime pay depending on the pay status of the CITY staff. In emergency situations, STARTOUCH may have access to make repairs to STARTOUCH's equipment after providing one (1) hour notice to CITY and STARTOUCH will be required to pay for CITY staff time for all hours outside of normal business hours at the rate of the CITY staff's usual hourly pay rate. In emergency situation access, STARTOUCH will be billed a minimum of two (2) hours of CITY staff time, which may include overtime pay depending on the pay status of the CITY staff. CITY does not guarantee such access when weather conditions, road conditions and other elements outside of CITY's control might affect STARTOUCH's access to and from the Property.

J. Maintenance, Operation and Ownership of Equipment by STARTOUCH. STARTOUCH shall, at its own expense, maintain the WCF Equipment on or attached to the Property in a safe condition and in good repair, in accordance with Legal Requirements, and in a manner suitable to CITY so as not to conflict with the use of the Property by CITY and others. All repair and maintenance of STARTOUCH's WCF Equipment shall be performed by qualified technicians, duly authorized to enter the Property as STARTOUCH's agents or employees. Without limiting the foregoing, STARTOUCH shall comply with all applicable requirements imposed by Part 17 of the FCC's rules and regulations and any other applicable Legal Requirement as soon as practicable after installation or approved modification of WCF Equipment. All transmitters operated by STARTOUCH upon the Property shall include the use of, for example, a single stage isolator or a single bandpass cavity, or such other devices which may reasonably prevent or deter the creation of harmful electrical interference. CITY may determine, from time to time and as is reasonable and necessary, other similar requirements for safe, interference-free operation of STARTOUCH's Equipment upon the Property and STARTOUCH shall comply with all such requests.

K. Maintenance of the Property.

1. This Agreement contemplates that both CITY and STARTOUCH will from time to time need to do maintenance on their respective property. It further contemplates that mutual reviews of plans for construction or maintenance will occur in order to coordinate and accommodate such work and maintenance. Consistent with this approach, STARTOUCH shall take any and all steps necessary to allow CITY to carry out ongoing required maintenance in an efficient and safe manner. For example, during painting of the water tower, this requirement could include covering possible extra costs for the contractor to deal with the antennas and cable on the water tower, or the temporary removal of all antennas and cables to allow such maintenance to occur at the discretion of the CITY and at STARTOUCH's sole cost. Any required work on CITY property such as protection, removal, or relocation to allow maintenance of STARTOUCH's WCF Equipment will be done only with the prior approval of CITY at no cost to CITY. The present essential and primary function of the Property, is the storage and conveyance of CITY potable water supplies. The approval of STARTOUCH's plans for the Property and associated components on this water tower property shall be based on currently adopted long-range planning. Even so, over time, the needs of CITY may change and thus other functions may be added or exchanged for the existing function to maintain essential services to the citizens of Moscow. However, in the event CITY requires either temporary or permanent relocation of STARTOUCH's WCF Equipment or any of its components, in order to maintain or carry out any or all of the essential CITY functions of the Property, including any decision to demolish or remove the water tower, STARTOUCH shall make such changes at STARTOUCH's sole expense. CITY will, to the extent practical in non-emergency situations, provide STARTOUCH with a written request for relocation changes at least one hundred eighty (180) calendar days in advance.
2. CITY's Rights and Obligations. CITY reserves to itself and its successors and assigns, the right to maintain the Property and to operate telecommunications facilities thereon in such manner as will best enable CITY to fulfill its own requirements, but in accord with the covenants contained herein. CITY shall not be liable to STARTOUCH for any interruption of STARTOUCH's service or for interference, including electrical interference and interference created by intermodulation, with the operation of STARTOUCH's WCF Equipment arising from use of the Property hereunder, except as such responsibility is specifically set forth herein. Under no circumstances shall CITY be liable for consequential damages to any party, including third parties, arising out of interruption of STARTOUCH's service.
3. STARTOUCH's Conduct. STARTOUCH shall cooperate fully in CITY's efforts to maintain the peaceful occupation and use of the Property, including STARTOUCH's agreement to cooperate in maintaining the cleanliness of the Property; in constructing its WCF Equipment in a safe, reasonably quiet, and non-disruptive manner; in assisting in maintaining the security of the Property by reasonably limiting the number of persons with access to the Property; and in directing its employees, agents, or invitees to treat all other users of the Property with civility and courtesy.

L. Ingress and Egress Rights.

1. CITY grants to STARTOUCH, a nonexclusive right for ingress and egress across CITY's Property described in Section A, subject to twenty-four (24) hour prior notice to CITY by calling (208) 882-3122 for scheduled or routine maintenance, construction, servicing, and repair. Such twenty-four (24) hours prior notice to CITY does not apply to emergencies. In case of an emergency, STARTOUCH shall notify CITY of entry as soon as practicable following STARTOUCH's first notice of such emergency.
2. STARTOUCH, upon written permission from CITY, may, at STARTOUCH's own cost, make such improvements as it may deem necessary in and to any access way controlled by CITY used for access to and egress from the WCF Equipment. STARTOUCH shall, at its own cost, repair to CITY standards any damage resulting from STARTOUCH'S use of the access to and egress from the WCF Equipment.
3. Should STARTOUCH require the assistance of CITY or the presence of CITY employees, agents, contractors, or subcontractors, in support of construction, maintenance, servicing, repair, and/or removal of its WCF Equipment, STARTOUCH shall compensate CITY for costs and services rendered by CITY.
4. CITY retains the right to enter into its Property and onto the subject water tower at any time without notice to STARTOUCH of CITY's intent to so enter. Nothing in this Agreement shall limit or be interpreted to limit the CITY's right to access to its own property or to appurtenances, attachments or fixtures thereto.
5. STARTOUCH shall, at all times other than during an emergency, require the presence of a CITY employee when performing any services which require STARTOUCH to be physically present on the subject water tower at the Property.

M. Termination.

1. STARTOUCH may terminate this Agreement upon thirty (30) days prior written notice to CITY, for any of the following reasons: (i) changes in local or State laws or regulations which adversely affect STARTOUCH's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of STARTOUCH; (iii) technical or economic reasons; or (iv) if STARTOUCH is unable to obtain any Governmental Approval required for the construction or operation of STARTOUCH's WCF Equipment. STARTOUCH shall be responsible for continuing Lease Fee payments until the WCF Equipment is removed and the repair is made to the water tower and surrounding area of any damage done due to STARTOUCH's WCF Equipment or the removal of STARTOUCH's WCF Equipment.
2. If STARTOUCH is unable, through no fault of its own, to obtain within one (1) year after the execution of this Agreement by both Parties, all necessary permits, authorizations, and government approvals to construct and operate the WCF Equipment, STARTOUCH may, by sending written notice directed as specified herein, terminate this Agreement. STARTOUCH will remove any property it has placed on the property, and restore the Property to its previous condition, whereupon the Parties shall be under no further obligation to each other. Failure to begin construction within

six (6) months of the Effective Date and to complete construction in a timely manner shall be a basis for termination of the Agreement by CITY, provided that such time limit shall not apply to delays caused by acts of God, strikes, or other occurrences over which STARTOUCH has no control.

N. Casualty and Condemnation. If the Property or Antenna Facilities are damaged or destroyed such that STARTOUCH is unable to operate the WCF Equipment, and CITY decides not to repair or reconstruct the Property, or if CITY is unable to make such repairs or reconstruct the Property, STARTOUCH shall have the right to terminate this Agreement by written notice, without further liability to either Party. If CITY elects to repair or reconstruct the Property within a reasonable period of time, this Agreement shall continue to bind the Parties, but the Lease Fee shall abate during the period commencing on the date of destruction and extending to the date of completion of the repairs or reconstruction. In the event that STARTOUCH terminates this Agreement under this section, CITY shall return to STARTOUCH all prepaid Lease Fees collected by CITY, if any, which represents that period commencing upon the date of destruction of the Property. Nothing contained herein shall be deemed a guarantee by CITY to repair or reconstruct the Property following destruction.

O. Default and Right to Cure.

1. Notice and Cure. Neither STARTOUCH nor CITY shall be deemed in default under this Agreement until the non-defaulting Party has given the other Party written notice of any default hereunder. If such default is capable of cure, the defaulting Party shall have ten (10) days with respect to monetary defaults, and thirty (30) days with respect to all other defaults, after receipt of such notice, within which to cure the default; provided, however, that where a non-monetary default cannot reasonably be cured in such thirty (30) day period and if the defaulting Party shall proceed promptly to cure the same within such thirty (30) day period and shall prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be deemed reasonably necessary to complete such curing, not to exceed sixty (60) days from receipt of notice.

2. Exceptions. Notwithstanding the provisions of subsection O.1.:

a. In the event of a STARTOUCH default in emergency circumstances (as shall be interpreted at CITY's sole discretion), then CITY shall have the right, but not the obligation, to take immediate action as CITY deems prudent in the circumstances, without giving of notice or waiting for any STARTOUCH cure period to elapse, and with CITY's costs so incurred to be paid by STARTOUCH.

b. The Parties shall deem STARTOUCH to be in default, without notice or cure period being provided to STARTOUCH (except as expressly provided below), if any of the following occurs: (i) STARTOUCH is declared bankrupt, files for bankruptcy protection, is adjudged insolvent or has a receiver appointed to manage STARTOUCH and/or its assets; (ii) STARTOUCH is found by a court of competent jurisdiction to have engaged in criminal activity in the operation of WCF Equipment; (iii) STARTOUCH causes any unbonded lien to be placed on

or against any real property, structures or appurtenances which are part of the Property and which is not satisfied and removed within thirty (30) days after notice to STARTOUCH of its placement; or (iv) following notification by another user of the Property, CITY's agents or employees, the FCC or any other governmental authority that operation of STARTOUCH's WCF Equipment is causing interference with, or injury or damage to, other persons or users or their operations or is being operated in violation of law, STARTOUCH fails to cure immediately such problems (by ceasing to operate or otherwise), or STARTOUCH fails to conclusively refute such allegations to the satisfaction of CITY, within forty eight (48) hours following notification of the allegations of the interference with, or injury or damage to, other persons or users or that STARTOUCH is operating its equipment in violation of law by telephone to (877) 611-5868.

P. CITY's Rights and Remedies.

Remedies. Upon the occurrence of a default, the giving of notice, if required, and the expiration of any applicable cure period without STARTOUCH effecting a cure, CITY shall, in addition to all other remedies available at law or equity, have the following rights and remedies, all of which shall be cumulative and may be exercised singly or in any combination, except as expressly provided herein to the contrary:

1. CITY shall have the right to accelerate all charges due to CITY from STARTOUCH for the remainder of the then current term of this Agreement and STARTOUCH shall pay the same upon demand.
2. CITY shall have the right, but not the obligation, to cure any uncured default by STARTOUCH, with CITY's costs so incurred to be paid by STARTOUCH.
3. CITY may immediately terminate this Agreement.

Q. Insurance and Subrogation and Indemnification.

1. Indemnities. STARTOUCH shall indemnify CITY against any and all claims and demands for damages to Property and injury or death to persons, arising out of or caused by the installation, maintenance, presence, use or removal of the WCF Equipment on the Property, except to the extent that such damage or injury shall be due to the sole negligence of CITY, its employees, agents, or invitees.
2. Insurance. STARTOUCH shall obtain and maintain commercial general liability insurance in an amount equal to one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate during the term of this Agreement and any renewal period, covering STARTOUCH's use of the Property. Such insurance policy shall include CITY and STARTOUCH as additionally insured persons. STARTOUCH shall also carry worker's compensation insurance and automobile insurance as required by law. STARTOUCH shall be responsible for maintaining any insurance covering STARTOUCH's own property located on the Property; the lives and health of their

respective agents, employees and invitees; damage or injury to another person or another person's property caused by the acts or omissions of STARTOUCH's own agents, employees, or invitees; and any other business or liability insurance which STARTOUCH may deem necessary to STARTOUCH's interests.

3. Waiver of Subrogation. STARTOUCH hereby waives and releases any and all rights of recovery, claim, action, or causes of action, against CITY, its agents, officers or employees, for any property loss or damage by reason of fire, the elements, or any other cause which could be insured against under the terms of standard property, liability, fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other Party hereto, its agents, officers or employees, and each Party covenants that no insurer shall hold any right of subrogation against CITY.
 4. Hold Harmless. STARTOUCH hereby agrees to defend, hold harmless, and indemnify CITY, CITY's officers, employees, agents, engineers, and representatives from all suits, actions, or claims of any kind, including, but not limited to, those brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of STARTOUCH, STARTOUCH's employees, agents, representatives 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 act or omission, neglect, or misconduct of STARTOUCH, STARTOUCH's employees, agents, representatives 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 applicable Workmen's Compensation laws, or any other law, ordinance, order or decree.
 5. STARTOUCH shall not be responsible or liable to CITY or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent STARTOUCH is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Property, however, STARTOUCH shall have the right, but not the obligation, to cure such Pre-Existing Violations.
- R. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested, or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. CITY or STARTOUCH may from time to time designate any other address for this purpose by providing written notice to the other Party.

STARTOUCH:

STARTOUCH Inc.
454 W. Stuart Road
Bellevue, WA 98226

CITY: City Clerk

City of Moscow, Idaho
P O Box 9203
Moscow, ID 83843

Per the W-9 form, Lease Fee is to be paid to:

City of Moscow, Idaho
P O Box 9203
Moscow, ID 83843

- S. Quiet Enjoyment, Title and Authority. CITY covenants and warrants that: (i) CITY has full right, power and authority to execute and perform this Agreement and to grant STARTOUCH the leasehold interest under this Agreement; (ii) CITY has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with STARTOUCH's Permitted Uses and any rights under this Agreement; (iii) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on CITY; (iv) STARTOUCH's use and quiet enjoyment of the Property will not be disturbed; and (v) CITY will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws.
- T. Adherence to Laws.
1. Representations and Warranties. STARTOUCH represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws and regulations. CITY represents, warrants and agrees that it has in the past, and will in the future, conduct its activities on the Property in compliance with all applicable environmental laws and regulations and that, to CITY's knowledge, the Property is free of hazardous substances as of the date of this Agreement.
 2. Indemnities. STARTOUCH agrees to defend, indemnify and hold harmless CITY from and against any and all claims, causes of action, demands, and liability including damages, costs, expenses, assessments, penalties, fines, losses, judgements and attorney's fees that CITY may suffer due to the existence or discovery of any hazardous substance on the Property or the migration of any hazardous substance to other properties or release into the environment, that relate to or arise from STARTOUCH's activities on the Property. The indemnifications in this section specifically include costs incurred in connection with any investigation of Property conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.
 3. RF Emissions; Cooperation. Regardless of fault, STARTOUCH agrees to cooperate with CITY and other users of the Property to resolve any violations of RF emission standards created by the operation, collocation, and use of the Property by STARTOUCH and all other users, which standards are promulgated by the FCC, including, if necessary, the provision of shielding devices or hardware or other such remedies which are reasonably required to assure compliance with all such regulations. CITY agrees to cooperate with STARTOUCH to assist in assuring compliance with all FCC promulgated RF exposure limitations, including providing to STARTOUCH upon request all relevant information which CITY has in its possession and is permitted to disclose regarding the equipment employed by collocated systems operating upon the Property.
 4. Notice. STARTOUCH warrants that they shall provide immediate notification to CITY of any investigation or lawsuit commenced by any agency, governmental body,

person, or forum regarding any alleged violation of any environmental protection law or regulation or related to any investigation or lawsuit commenced as a result of STARTOUCH's equipment located on CITY Property. STARTOUCH's failure to provide or providing of such notification will not, however, be deemed a waiver of STARTOUCH's obligation to provide indemnification required hereunder.

5. Adherence to Laws. All applicable Federal, State and local statutes and regulations 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 STARTOUCH shall be deemed material and shall subject STARTOUCH to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of STARTOUCH will in any way serve to modify the provisions of this requirement.
 6. Anti-Boycott Against Israel Act. STARTOUCH 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 Idaho Code § 67-2346 will result in this Agreement being void as against public policy.
 7. Ownership or Operations by China. Pursuant to Idaho Code § 67-2359, STARTOUCH certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
 8. Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, STARTOUCH certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activities.
- U. Assignment. STARTOUCH shall not assign this Agreement without the prior written consent of CITY, except CITY will not unreasonably withhold consent to such assignment to (i) any purchaser of STARTOUCH or (ii) STARTOUCH's parent corporation or an affiliate of STARTOUCH, as long as such assignee is also the successor to STARTOUCH's FCC license to operate STARTOUCH's WCF Equipment and agrees in writing to be bound by all terms and conditions contained herein. Any assignment not in strict conformance with the foregoing shall be deemed void. STARTOUCH shall promptly provide CITY with written notice of any permitted assignment and written confirmation from any assignee that such assignee agrees to be bound to the terms and conditions of this Agreement.
- V. Relocation. CITY must provide STARTOUCH at least three (3) months written notice of any repairs, maintenance or other work (the "Work") during the Term of the Agreement, which would require the temporary relocation of the Antenna Facilities. CITY agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities.

W. Marking and Lighting Requirements. If any water tower or other support structure for STARTOUCH's Antenna Facilities is owned by CITY, CITY acknowledges that CITY shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC.

X. Miscellaneous.

1. The prevailing Party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing Party for reasonable attorneys' fees and expenses.
2. 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.
3. Jurisdiction and Venue. 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.
4. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to give terms their plain meaning or the specific statutory meaning that applies.
5. Each Party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.
6. If either Party is represented by any broker or any other leasing agent, such Party is responsible for all commission fee or other payment to such agent.
7. This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.
8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and fully binding on the signatory in all respects, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.
9. Warranty of Signatories. The persons signing below warrant under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct and that they possess all actual and apparent authority to bind legally the Party which they claim to represent, for all purposes related to performance in accord with the terms contained herein. The signing persons agree that they possess all authority, both actual and

implied, to cause the Party they represent to enter into and perform under this Agreement for all purposes.

10. This Agreement shall not become effective or binding until approved by all Parties.

IN WITNESS WHEREOF, STARTOUCH and CITY have caused this Agreement to be executed on the day and year written below.

STARTOUCH LLC

CITY OF MOSCOW, IDAHO

By: _____

By: _____
Arthur D. Bettge, Mayor

Date: _____

Date: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

**EXHIBIT “A”
Legal Description**

Property address of 1026 East F Street, Moscow, Idaho 83843. Assessor’s tax parcel number of RP M00000081200.

The Property is legally described as follows:

A parcel of land located in the NE ¼ of Section 8, Township 39 North, Range 5 West of the Boise Meridian, more particularly described as follows:

Commencing at a point 1080 feet north and 715.7 feet east of the southwest corner of the northeast quarter of section 8, township 39 north, range 5 west of the Boise, Meridian; thence running east 624.9 feet; thence north 330 feet; thence west 624.9 feet; thence south 330 feet to the place of beginning;

Excepting therefrom a parcel of land commencing at a point 1080 feet north and 715.7 feet east of the southwest corner of the northeast quarter of section 8, township 39 north, range 5 west, Boise Meridian; thence running east 300 feet; thence north 255 feet; thence west 300 feet; thence south 255 feet to the place of beginning;

Also excepting therefrom all that portion of the subject property described above which lies within Vandal Drive as disclosed on the recorded plat of tower addition to the City of Moscow, recorded December 12, 1969 as Instrument No. 247613, records of Latah County, Idaho.

EXHIBIT “B”

STARTOUCH’s Property and Location of STARTOUCH’s WCF Equipment as shown in the immediately following attachment(s).

DRAFT

T-Mobile (SP09135C)

Service Address: 1026 East F Street
Moscow, ID 83843
Latitude: 46.74093°
Longitude: -116.987°
Antenna Azimuth = °

T-Mobile - East Moscow-Rotary WT

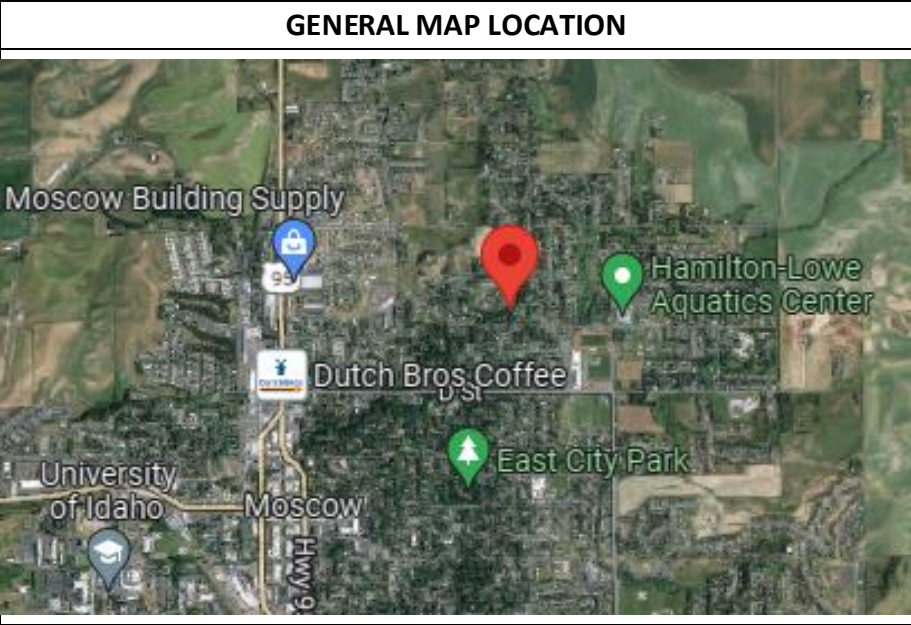
Jim Lyle WT Communication Facility CF57417
Site Number: SP09135C
City of Moscow: Jim Lyle Watertower

Plans Prepared By:



454 WEST STUART ROAD
BELLINGHAM, WA 98226
PHONE 360.543.5679

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ZONING INFORMATION
Site Number: SP09135C
Site Name: East Moscow-Rotary WT
Site Address: 1026 East F Street Moscow, ID 83843
Parcel Number: RPM00000081200
Jurisdiction: City of Moscow
LEGAL DESCRIPTION
Legal: SITUATE IN THE COUNTY OF LATAH, STATE OF IDAHO, TO-WIT: A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1080 FEET NORTH AND 715.7 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN; THENCE RUNNING EAST 624.9 FEET; THENCE NORTH 330 FEET; THENCE WEST 624.9 FEET; THENCE SOUTH 330 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM A PARCEL OF LAND COMMENCING AT A POINT 1080 FEET NORTH AND 715.7 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN; THENCE RUNNING EAST 300 FEET; THENCE NORTH 255 FEET; THENCE WEST 300 FEET; THENCE SOUTH 255 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SUBJECT PROPERTY DESCRIBED ABOVE WHICH LIES WITHIN VANDAL DRIVE AS DISCLOSED ON THE RECORDED PLAT OF TOWER ADDITION TO THE CITY OF MOSCOW, RECORDED DEC 12, 1969 AS INSTRUMENT NO. 247613, RECORDS OF LATAH COUNTY, IDAHO.
DRIVING DIRECTIONS & ACCESS INFORMATION
From the Airway Heights shop Take S Hayford Rd to US-2 E Take US-195 S to WA-271 S in Whitman County. Take the WA-271 S exit from US-195 S Continue on WA-271 S. Take WA-27 S to US-95 S/Hwy 95 in Viola Turn right onto US-95 S/Hwy 95 Continue on Rodeo Dr. Take Public Ave to N Garfield St

PROJECT TEAM
Property Owner: City of Moscow
Sr Mgr Network Ops StarTouch Kelly Ross 360-319-8255 kelly.ross@startouch.com
Construction Regional Manager StarTouch Steve Robbins 360-927-0060 steve.robbins@startouch.com
Site Acquisition Manager StarTouch Margarita Advincula 360-543-5679 x 101 margarita@startouch.com
Network Infrastructure Engineer StarTouch Jeff Roper 360-543-5679 x 119 jeff.roper@startouch.com
RF Engineer StarTouch Richard Esquibel 360-543-5679 x 778 richie@startouch.com
Sr Network Engineer StarTouch Jerry Bacon 360-543-5679 x 111 jerryb@startouch.com

PROJECT DESCRIPTION
StarTouch will be coordinating the installation of new fiber optic transport to the existing T-mobile telecom cabinet at the base of the tower.
StarTouch will be install two small RF antennas on each side of the tower to the existing railings with pipe mounts to service a local customer in the city of Moscow.
Cabling from the radios will be ran along the existing cable path that other carrier cabling follows. This cabling and pathway is utilized by the customer who we are servicing, and has granted us permission for it's use.
SCOPE OF WORK
Coordinate installation of new Zipy 10g Fiber circuit from Spokane Terminal to Water Tower (detailed in Rotary WT project)
Install StarTouch ASR920 NID in T-mobile cabinet
Install links to West Twin and Moscow Residential
PACKAGE INDEX
T-1 Title Sheet G-1 General Notes & Change Requests A-1 Analysis 1 Field Draft A-2 Analysis 2 High Level Site Plan/ Possibly As-Built A-3 Analysis 3 Antenna Placement w/ Elevation A-4 Analysis 4 Support Cabinet/ Rack Space A-5 Analysis 5 Technical Datasheet E-1 Electrical Plan i.e. Site Plan E-2 Electrical Grounding Plan E-3 Electrical Grounding Details C-1 SCoP Documentation: Electrical Feed & Grounding C-2 SCoP Documentation: Antenna Placement C-2 SCoP Documentation: Groundwork
DRAWING TITLE
TITLE SHEET
DRAWING NUMBER
T-1

GENERAL NOTES (USUALLY STANDARDIZED)
1. THIS DOCUMENT COLLECTION IS INTENDED TO BE USED FOR DIAGRAMMITCAL PURPOSES ONLY.
2. THE WRITTEN DIMENSIONS AND SOW TAKE PRECEDENCE.
3. ALL WORK PERFORMED ON THE PROJECT SHALL BE IN ACCORDANCE WITH APPLICABLE REGULATIONS, CODES AND ORDINANCES.
4. THE CUSTOMER PREMISES WILL BE LEFT IN A CLEAN CONDITION WHICH WILL BE FREE OR CONSTRUCTION MATERIALS AND DEBRIS.
5.
6.
7.
8.
9.
10.

LONG LEAD TASKS

REVISION HISTORY/ CHANGE REQUEST			
NO.	DATE	DESCRIPTION	BY
1	10/18/2022	Design Packet Kick Off	Margarita Advincula
2	1/25/23	Updated tower and electrical pages	Josh Scheffer
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

ABBREVIATIONS & INDUSTRY JARGON		ABBREVIATIONS & INDUSTRY JARGON		ABBREVIATIONS & INDUSTRY JARGON		ABBREVIATIONS & INDUSTRY JARGON	
AC	AIR CONDITIONER	EQ	EQUAL	MTL	METAL	THK	THICK
AFF	ABOVE FINISHED FLOORING	EW	EACH WAY	NIC	NOT IN CONTRACT	T.O.	TOP OF
AFS	ABOVE FINISHED SLAB	EXP	EXPANSION	NOM	NOMINAL	TOS	TOP OF STEEL
ALUM	ALUMINUM	EXT	EXTERIOR	NTS	NOT TO SCALE	TOC	TOP OF CONCRETE
	ANCHOR BOLT	FIN	FINISH	OC	ON CENTER	TYP	TYPICAL
ARCH	ARCHITECTUAL	FIN FLR	FINISHED FLOOR	OD	OUTSIDE DIAMETER	UNO	UNLESS OTHERWISE NOTED
BTS	BASE TRANSCEIVER STATION	FLR	FLOOR	OH	OVERHEAD	VCT	VINYL COMPOSITE TILE
	BASE TRANSMISSION SYSTEM	FTG	FOOTING	OPNG	OPENING	VERT	VERTICAL
BLDG	BUILDING	GA	GAUGE	OPP	OPPOSITE	W/	WITH
BM	BEAM	GALV	GALVANIZED	(P)	PROPOSED	WWM	WELDED WIRE MESH
BOT	BOTTOM	GYP	GYPSUM	PR	PAIR		
BO	BOTTOM OF	GB	GYPSUM BOARD	PSI	POUNDS PER SQUARE INCH		
BOC	BOTTOM OF CONCRETE	HM	HOLLOW METAL	PSF	POUNDS PER SQAURE FOOT		
BOS	BOTTOM OF STEEL	HOR	HORIZONTAL	PT	PRESSURE TREATED		
	CONTROL JOINT	HR	HOUR	RAD	RADIUS (CONSTRUCTION)		
	CENTER LINE	HVAC	HEATING VENTILATION AIR		RADIATION (TOWER STACK)		
			CONDITIONING	RD	ROOF DRAIN		
CLG	CEILING	INSUL	INSULATION	REINF	REINFORCED/ REINFORCING		
CLR	CLEAR	INT	INTERIOR	REQ'D	REQUIRED		
CMU	CONCRETE MASONRY UNIT	JT	JOINT	RM	ROOM		
COL	COLUMN	LAM	LAMINATED	RoW/R/W	RIGHT OF WAY		
CONC	CONCRETE	LF	LINEAL FOOT	SCHED	SCHEDULE		
CONST	CONSTRUCTION	MANUF	MANUFACTURER	SECT	SECTION		
CONT	CONTINUOUS	MAX	MAXIMUM	SQFT	SQUARE FOOT		
CTR	CENTER	MECH	MECHANICAL	SS	STAINLESS STEAL		
DIA	DIAMETER	MH	MANHOLE	STD	STANDARD		
DTL	DETAIL	MM	MILLIMETER	STL	STEEL		
EA	EACH	MIN	MINIMUM	STRUC	STRUCTURAL		
	EXPANSION JOINT	MISC	MISCELLANEOUS	TEMP	TEMPORARY		
ELEC	ELECTRIC/ ELECTRICAL						

Plans Prepared By:



454 WEST STUART ROAD
BELLINGHAM, WA 98226
PHONE 360.543.5679

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INITIAL CHANGE REQUEST IDEAS



PROJECT

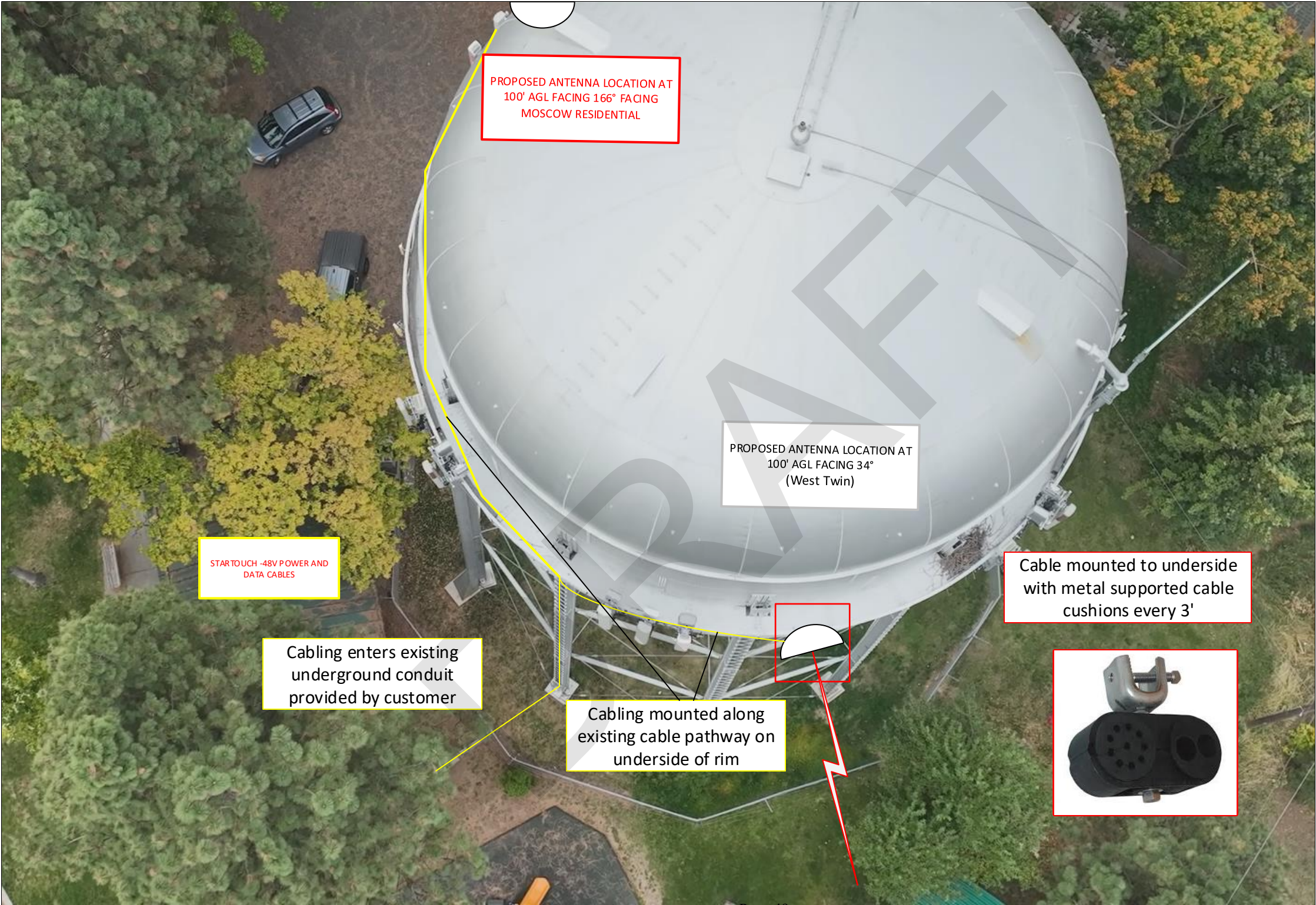
East Moscow-Rotary WT
Site Number SP09135 C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

GENERAL NOTES & CHANGE REQUESTS

DRAWING NUMBER

G-1



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**INITIAL IMPRESSIONS FROM
SITE WALK OUT**

INSTALL MICROWAVE ANTENNA AT
PROPOSED HEIGHT, 100' AGL,
FACING 166° ON SOUTH/SE OF
WATER TANK

2. INSTALL A PIPE TO PIPE MOUNT
ON EXISTING RAILING

3. RUN 2X CAT5E, 1X 4 STRAND
FIBER AND -48V 16/2 SJOOW
POWER CABLE FROM RACK TO
ANTENNA

4. PROPOSED CABLE PATH TO BE
~170' LONG

5. CABLE TO BE RAN
UNDERGROUND TO T-MOBILE PAD
AREA THROUGH PROVIDED
CONDUIT. CUSTOMER HAS
PROVIDED PERMISSION TO UTILIZE
THEIR CABLE PATH FOR THIS
SERVICE.



PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

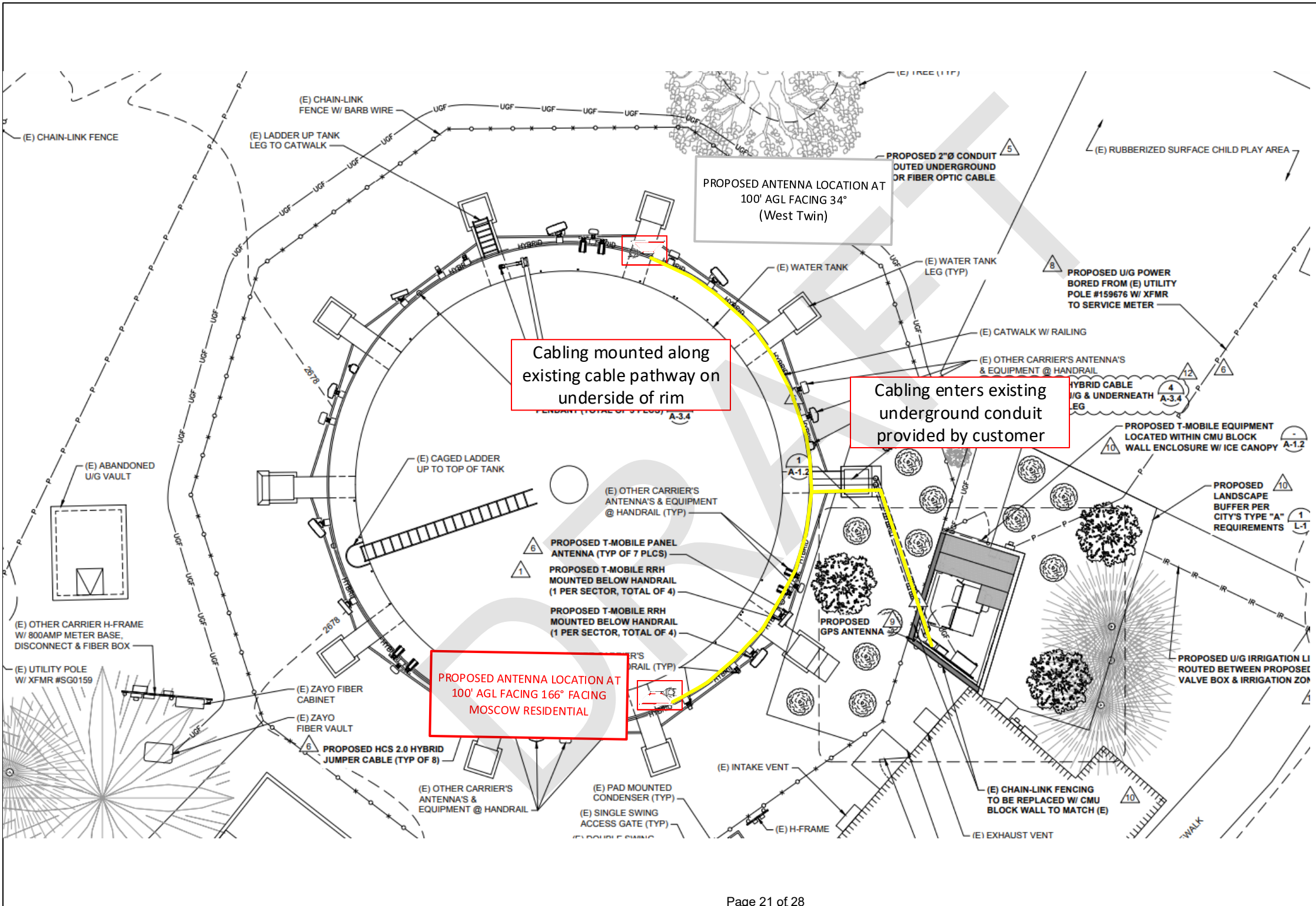
DRAWING TITLE

FIELD DRAFT

DRAWING NUMBER

A-1





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INITIAL IMPRESSIONS FROM SITE WALK OUT

INSTALL MICROWAVE ANTENNA AT
PROPOSED HEIGHT, 100' AGL,
FACING 166° ON SOUTH/SE OF
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PROJECT

East Moscow-Rotary WT
Site Number SP09135C
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DRAWING TITLE

FIELD DRAFT

DRAWING NUMBER

A-1



STARTOUCH/ CALNEVA STACKED EQUIPMENT

MOUNT STYLE FOR ODU & ANTENNA

Dimensions in inches (mm)					
Antenna size, ft (m)	A	B	C	D	E
1 (0.3)	15(382)	12.7(323)	6(151)	6.1(156)	7(177)

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TOWER DETAIL NOTES & POTENTIAL ISSUES

INSTALL MICROWAVE ANTENNA AT PROPOSED HEIGHT, 100' AGL, FACING 166° ON SOUTH/ SE OF WATER TANK

2. INSTALL A PIPE TO PIPE MOUNT ON EXISTING RAILING

3. RUN 2X CAT5E, 1X 4 STRAND FIBER AND -48V 16/2 SJOOW POWER CABLE FROM RACK TO ANTENNA

4. PROPOSED CABLE PATH TO BE ~170' LONG

5. CABLE TO BE RAN UNDERGROUND TO T-MOBILE PAD AREA THROUGH PROVIDED CONDUIT. CUSTOMER HAS PROVIDED PERMISSION TO UTILIZE THEIR CABLE PATH FOR THIS SERVICE.

PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

TOWER DETAIL & ANTENNA PLACEMENT

DRAWING NUMBER

A-3



"Home Point updated (Code: 3000001)"

0.0

0.4

0.1 mi

2922 ft

2790

3.8 V

PROPOSED 1' ANTENNA LOCATION
AT 100' AGL FACING 166°

Cable path follows existing cable
mounting in cushioned supports
underneath water tower rim.



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TOWER DETAIL NOTES &
POTENTIAL ISSUES

- 1. INSTALL MICROWAVE ANTENNA AT PROPOSED HEIGHT, 100' AGL, FACING 166° ON SOUTH/ SE OF WATER TANK
- 2. INSTALL A PIPE TO PIPE MOUNT ON EXISTING RAILING
- 3. RUN 2X CAT5E, 1X 4 STRAND FIBER AND -48V 16/2 SJOOW POWER CABLE FROM RACK TO ANTENNA
- 4. PROPOSED CABLE PATH TO BE ~170' LONG
- 5. CABLE TO BE RAN UNDERGROUND TO T-MOBILE PAD AREA THROUGH PROVIDED CONDUIT. CUSTOMER HAS PROVIDED PERMISSION TO UTILIZE THEIR CABLE PATH FOR THIS SERVICE.



PROJECT

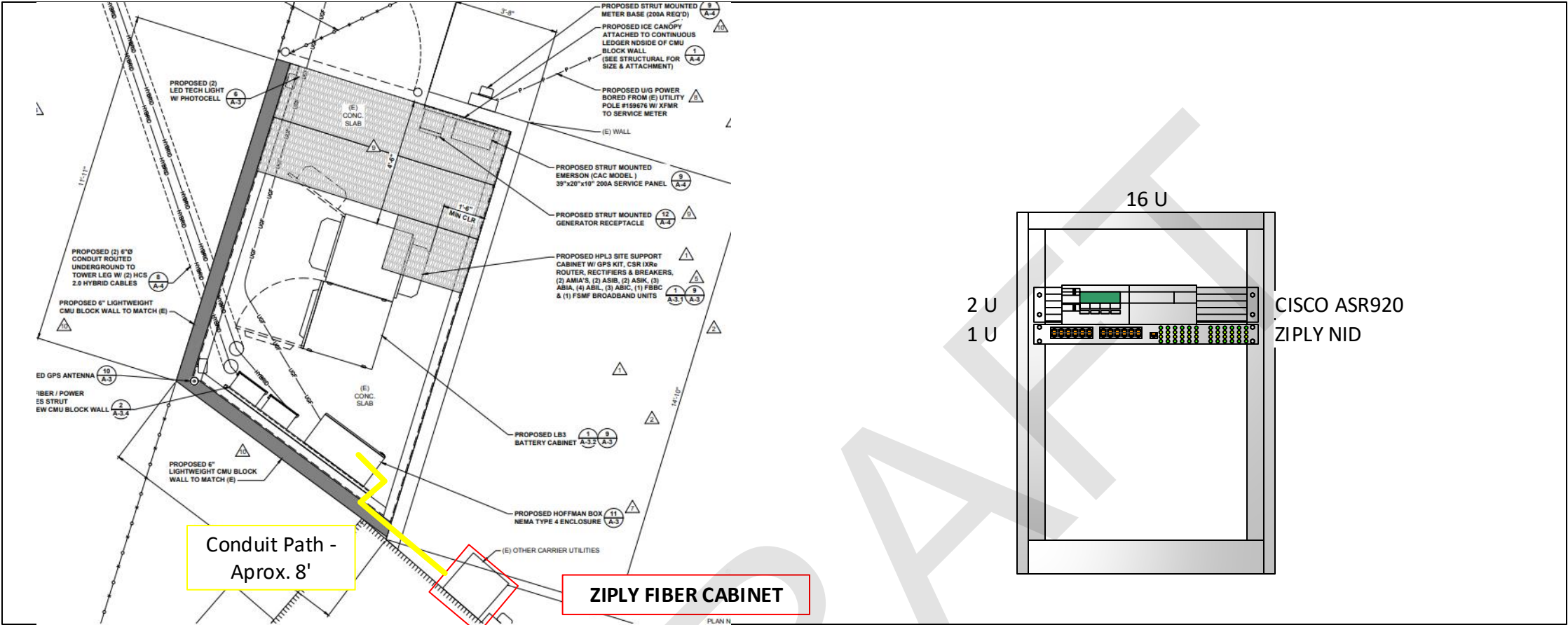
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

TOWER DETAIL &
ANTENNA PLACEMENT

DRAWING NUMBER

A-3



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SUPPORT CABINET & RACK SPACE SPECS

INSTALL CISCO ASR920 ROUTER IN T-MOBILE TELCO CUBE

ROUTER HAS MINIMUM 22" REQUIRED INSERTION DEPTH IN TELCO AREA

CONNECT RADIO PORTS TO ROUTER AT 10G/1G

CONNECT X4 DC POWER SUPPLIES TO T-MOBILE -48VDC POWER

CONNECT X2 AVIAT 4200 RADIOS TO T-MOBILE PROVIDED DC POWER

STARTOUCH REQUIRES X6 10A DC - 48VDC FUSED LEADS, BREAKERS, OR APPLICABLE DC DISTRIBUTION



PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

SUPPORT CABINET & RACK SPACE

DRAWING NUMBER

A-4

STARTOUCH IDU FOR RACK SPACE AND CABLING REQUIREMENTS

CIRCUIT HANDOFF EXPECTATION
1G SM Optical Handoff

STARTOUCH NID/ AGGREGATION SWITCH/ ROUTER FOR RACK SPACE & CABLING REQUIRMENTS
INSTALL CISCO ASR920 RADIO PORTS CONNECTED AT 10G/1G

CUSTOMER'S AGGREGATION & ROUTING EQUIPMENT
ZIPLY NID

Proposed Tower Stack & Ground Support Equipment									
Antenna(s)									
Quantity	Centerline & Location	Equipment Manufacturer	Model Number	Height	Width	Depth	Weight	Azimuth	Mount Type
Tower Mounted Equipment									
Quantity	Centerline & Location	Equipment Manufacturer	Model Number	Height	Width	Depth	Weight	Associated Antenna Manufacturer	Associated Antenna Make
Ground Support Equipment & Cabling									
Quantity	Centerline	Equipment Manufacturer	Model	Cabling Type	Diameter	Inside Cable Conduit (Yes/No)			

Frequency Bands & Power Output						
Technology	Tx Power Max.	EIRP (Watts)	ERP (Watts)	Effective Power Wattage	Transmit Frequency	Receive Frequency

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TECHNICAL &
DIMENSIONAL DATA SHEET



PROJECT

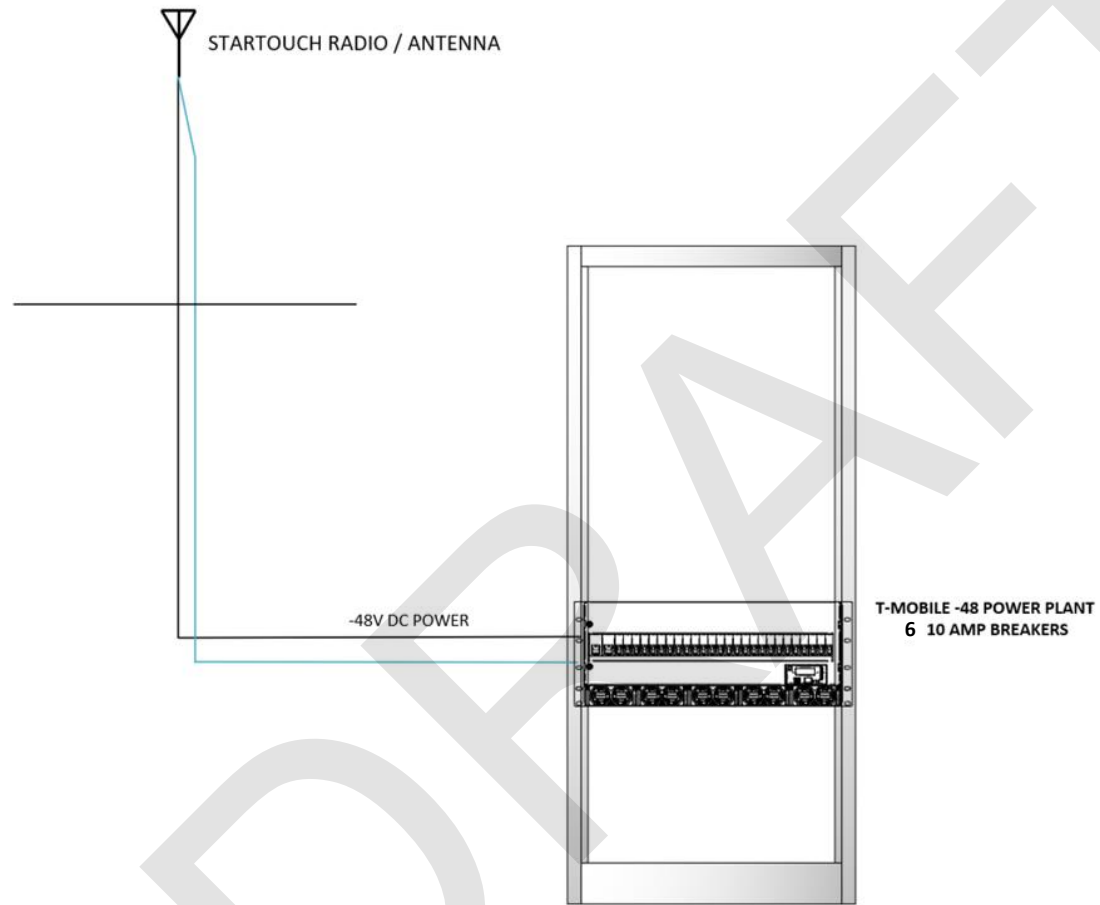
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

TECHNICAL DATA &
HARDWARE
SPECIFICATIONS

DRAWING NUMBER

A-5



Plans Prepared By:



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ELECTRICAL PLAN NOTES

1. INSTALL (6) 10 AMP BREAKERS IN T-MOBILE -48V DC POWER PLANT
2. INSTALL POWER CABLE (16/2 AWG SJOWW) FROM T-MOBILE POWER PLANT TO RADIO FACING ST DONOR SITE
3. CISCO ME3600x TO BE POWERED BY EXISTING -48 POWER
4. x2 DC PSUs FROM TRANSPORT PROVIDER NID



PROJECT

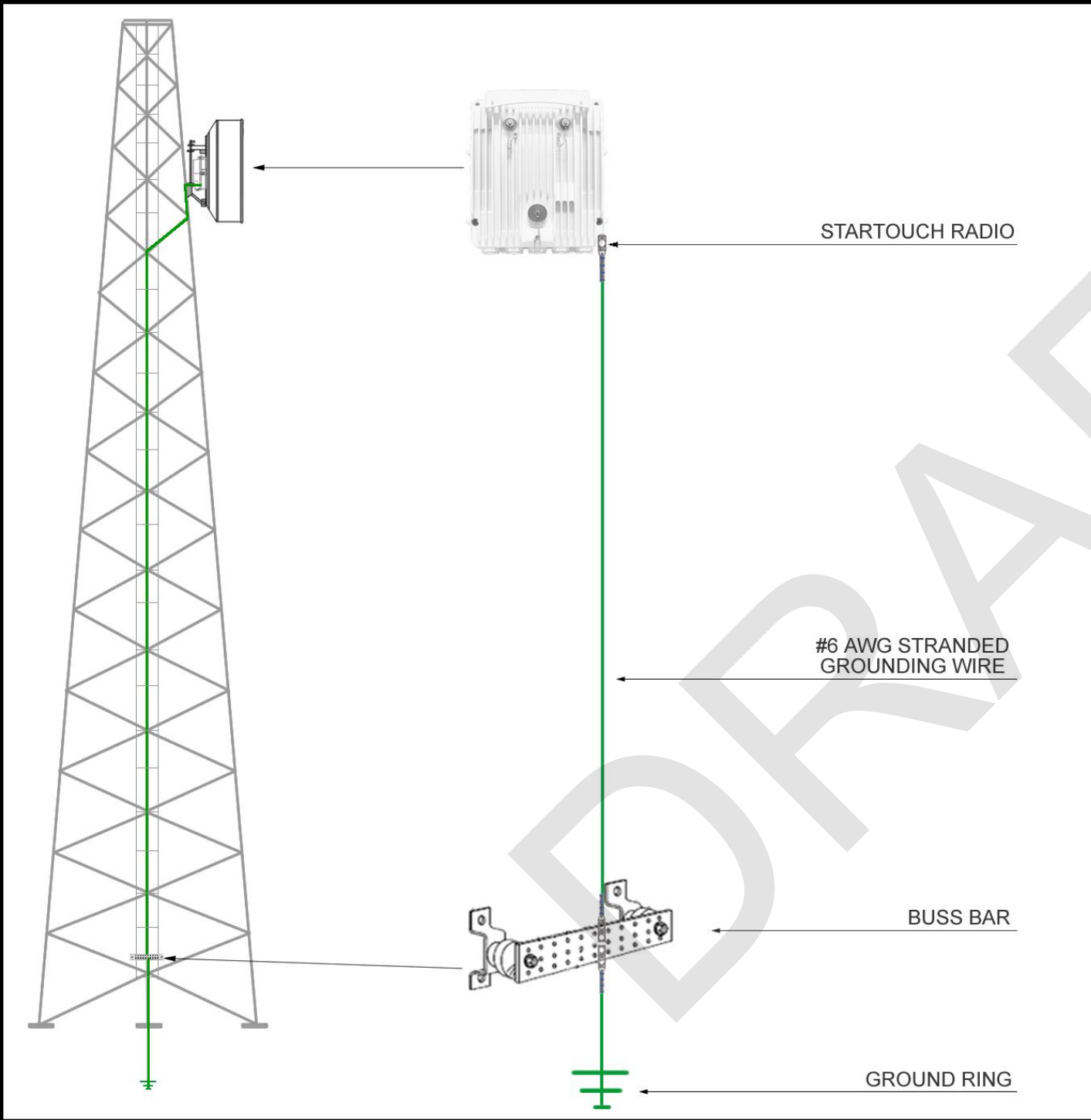
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

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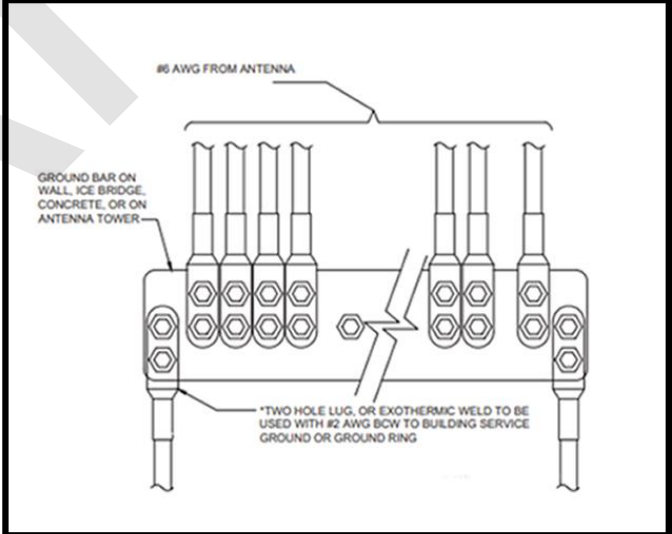
ELECTRICAL PLAN

DRAWING NUMBER

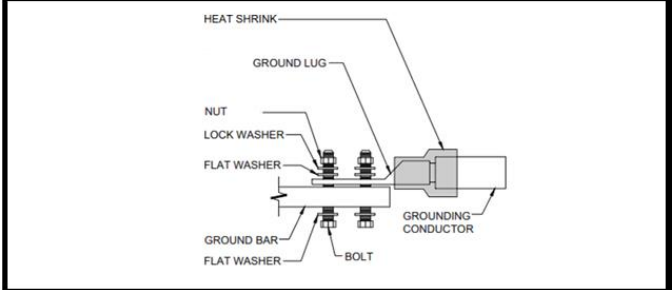
E-1



TYPICAL RADIO GROUNDING



GROUND BAR DETAILS



GROUND LUG DETAILS

Plans Prepared By:



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BELLINGHAM, WA 98226
PHONE 360.543.5679

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**ELECTRICAL GROUNDING
PLAN NOTES**

1. INSTALL GROUND BUSS BAR AT ANTENNA LOCATION ON TOWER.
2. GROUND EACH RADIO TO BUSS BAR AT ANTENNA LOCATION
3. #6 STRANDED HOMERUN CABLE TO BE ATTACHED AT GROUND BUSS BAR AT ANTENNA LOCATION TO GROUND BUSS BAR AT BASE OF TOWER WHICH MUST BE TIED TO EXISTING GROUND RING.
- 4.
- 5.



PROJECT

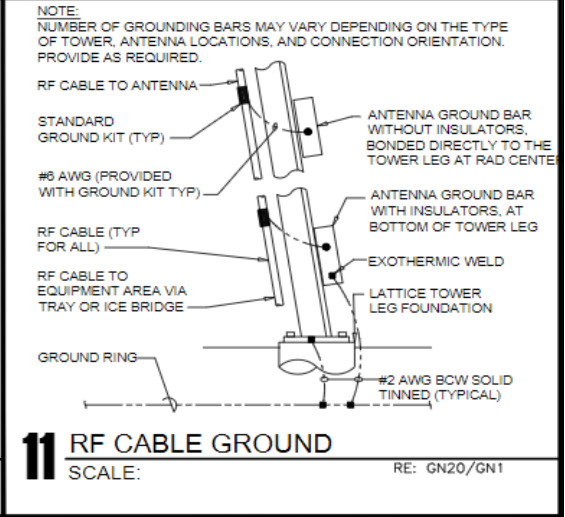
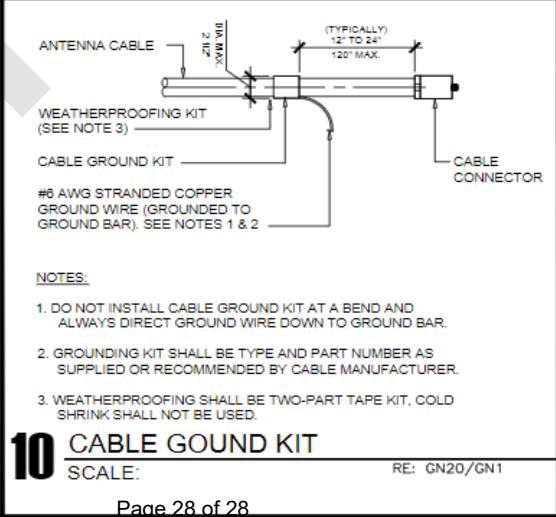
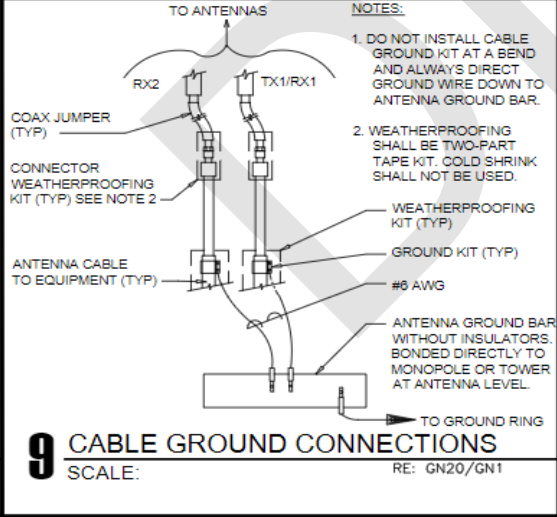
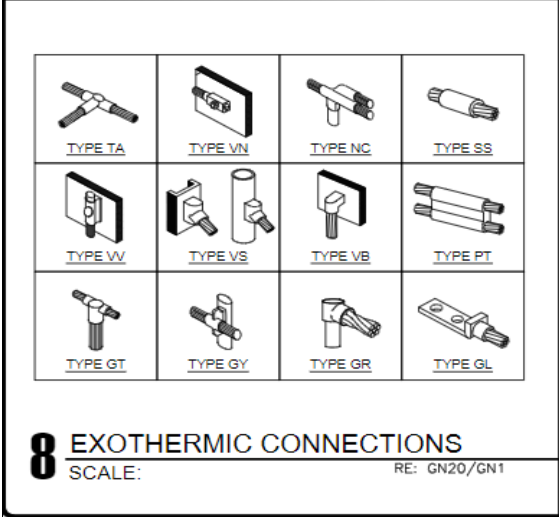
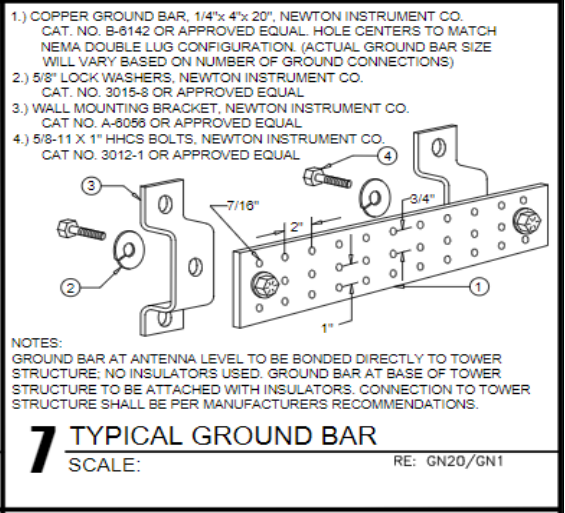
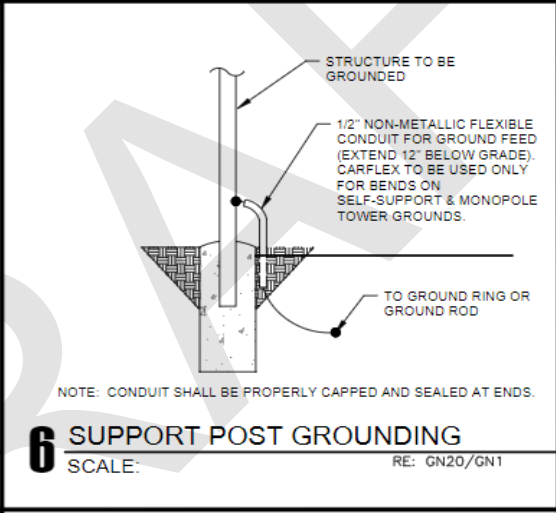
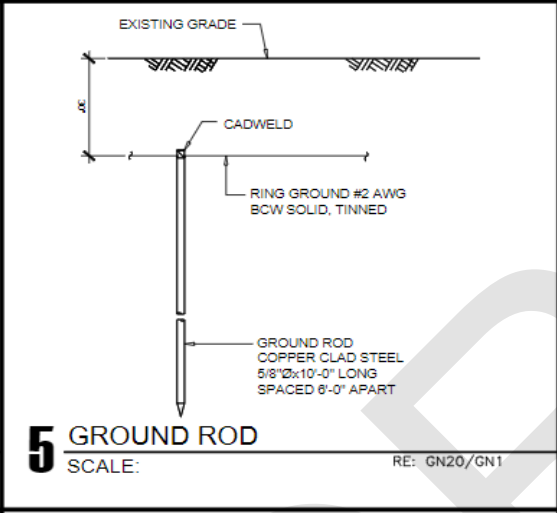
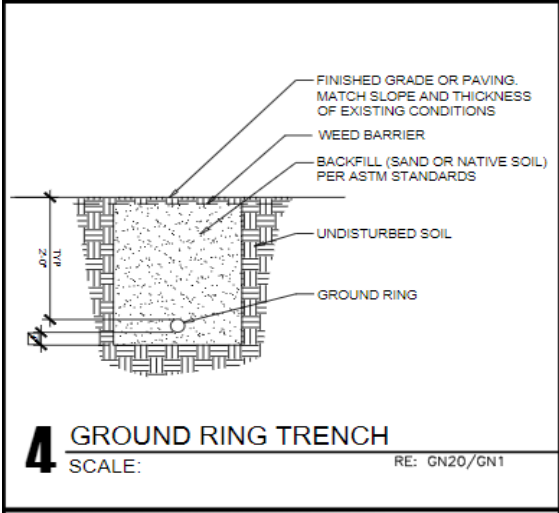
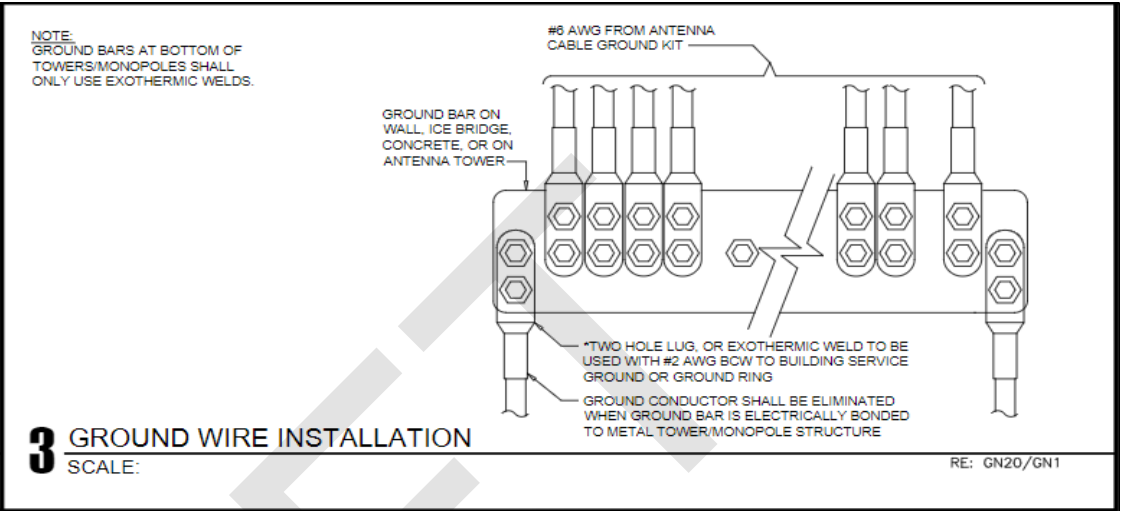
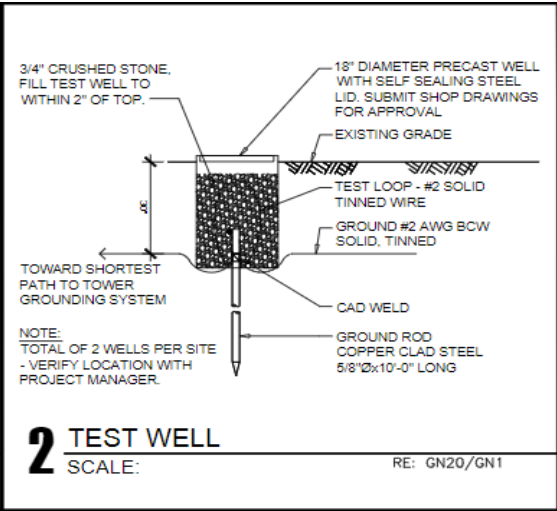
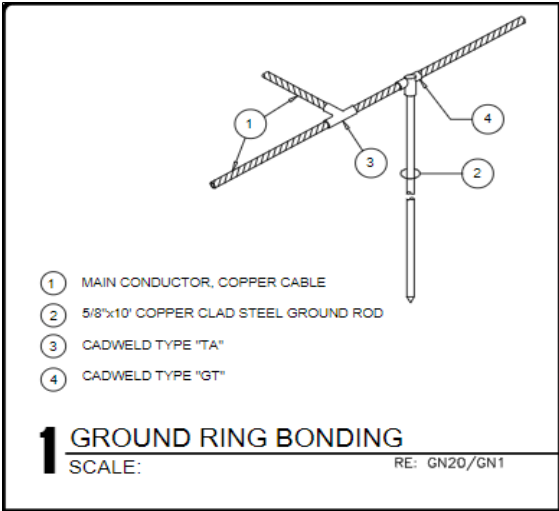
East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

**ELECTRICAL
GROUNDING PLAN**

DRAWING NUMBER

E-2



Plans Prepared By:

STARTOUCH

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BELLINGHAM, WA 98226
PHONE 360.543.5679

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**ELECTRICAL GROUNDING
DETAIL NOTES**

1.
2.
3.
4.
5.

PROJECT

East Moscow-Rotary WT
Site Number SP09135C
1026 East F Street
Moscow, ID 83843

DRAWING TITLE

**ELECTRICAL
GROUNDING DETAILS**

DRAWING NUMBER

E-3

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, December 11, 2023



AGENDA ITEM TITLE

Benefit Consulting Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor, Bonnie Dennler

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City of Moscow has utilized the Murray Group, Inc for 18 years to provide benefit consulting services to the city. In September 2023, the City of Moscow sought out Statements of Qualifications (SOQs) from qualified consulting firms for Employee Benefits Consulting Services to assist the City of Moscow (City) in the management of its employee medical, dental, vision, and voluntary supplemental benefit programs to be effective January 1, 2024. The Murray Group was provided notice of termination in September to meet required notice period requirements in the event they were not selected as the successful firm. The City received a total of seven bids and brought 3 firms in for formal presentations. Through this open process, the review committee selected Gallagher Benefit Services, Inc as their finalist.

In order to effectively manage and administer the city's employee health benefit programs, as well as maintain compliance with benefit and employment law surrounding ERISA, COBRA, HIPAA, ACA, Section 125, and other benefit administration requirements, approval is needed to finalize the contract agreement with Gallagher to take over services effective January 1, 2024. Services to be provided include Health insurance and benefits planning and design, vendor management and administration, day-to-day administrative issues, COBRA administration, actuarial services, Employee Navigator (benefits platform) administration, as well as other necessary consulting and services. As part of this new contract, the City of Moscow will need to send our current carriers a "Broker of Record" letter regarding this change and shift our COBRA administration from The Murray Group to Peak One. A draft contract has been prepared and is currently under review by Gallagher and is included for the Committee's review. The final contract will be presented for approval at the Council's December 18th meeting.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the draft Gallagher Benefit Services Consulting agreement, Broker of Record Letter, and Peak One Fee Schedule to include COBRA Administration; or provide further direction.

STAFF RECOMMENDATION

Recommend approval of the draft Gallagher Benefit Services Consulting agreement, Broker of Record Letter, and Peak One Fee Schedule to include COBRA Administration.

OTHER RESOURCES

FISCAL IMPACT

The current consulting fee for Murray Group is 2.3% of the medical premiums, which is approximately \$52,000 annually; and COBRA Administration is \$3.00 per general employee notice and \$30 per qualifying event notice. Under the new contract, the consulting fee for Gallagher will be \$40,000 annually, and COBRA Administration through Peak One will be \$3.00 per general employee notice and \$20 per qualifying event notice. Additionally, since we currently utilize Peak One there will not be a set-up fee and the annual renewal fee is already included in the current Peak One fee schedule.

PERSONNEL IMPACT

ATTACHMENTS

1. DRAFT_Agreement for Professional Services - Benefits Consulting_Gallagher
2. City of Moscow_Broker of Record Letter
3. COBRA Fee Schedule
4. City of Moscow COBRA proposal

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO
AND GALLAGHER BENEFIT SERVICES INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND GALLAGHER BENEFIT SERVICES INC. (hereinafter “this Agreement”), is made and entered into 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 Gallagher Benefit Consulting Services Inc., a Corporation of the State of Washington, 221 North Wall Street, Spokane, Washington 99201 (hereinafter “CONSULTANT”).

WITNESSETH:

WHEREAS, CITY has a need for employee benefits consulting services to assist CITY in the management of its employee medical, dental, vision, and voluntary supplemental benefit programs (hereinafter “Services”); and

WHEREAS, CONSULTANT has experience in providing employee insurance and benefit plan consulting services and has a valid Idaho Business License as a Designated Responsible Licensed Producer. CONSULTANT is specially trained, experienced, and competent to perform such Services and has agreed to provide such Services;

NOW, THEREFORE, it is agreed for and in consideration of the mutual covenants and promises between the Parties hereto, that all matters stated above are true and correct and incorporated herein by reference as if copied in their entirety and agree to the following:

SECTION I: SCOPE OF SERVICES

- A. CONSULTANT shall perform and furnish to CITY upon execution of this Agreement and receipt of the City’s written notice to proceed, all Services, and comply in all respects, as specified in the document titled “Scope of Services” which is attached hereto as Attachment “A” and incorporated herein by this reference, together with any amendments that may be agreed to in writing by both Parties.
- B. Services and work provided by the CONSULTANT at CITY’s request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the Parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the Parties.
- C. Fiduciary Responsibility. CONSULTANT shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans. CONSULTANT shall exercise no authority or control with respect to the management or disposition of the assets of CITY’s employee benefit plans. CONSULTANT shall perform Services pursuant to this Agreement in a non-fiduciary capacity.

SECTION 2: FEES AND CONDITIONS FOR CONSULTING SERVICES

- A. CONSULTANT shall be compensated in an amount not to exceed Forty Thousand Dollars (\$40,000.00) per year, to be paid on a monthly basis of Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) per month, for the duration of the term of this Agreement.
- B. Except as expressly provided in this Agreement, Consultant shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement., including, but not limited to, meals, lodging, transportation, printing or other similar expenses.

SECTION 3: TERM AND TERMINATION

A. Term

This Agreement shall be effective for three (3) years commencing on January 1, 2024, and ending on December 31, 2026. The Parties may agree to one (1) additional three (3) year term extension. If either Party intends not to extend the terms beyond January 1, 2027, that Party shall notify the other Party in writing of this intent no less than one hundred eighty (180) days prior to the expiration of the initial term.

B. Non-Appropriation Contingency

This Agreement is contingent upon CITY receiving the necessary funding to cover the financial 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.

C. Termination of Agreement

This Agreement may be terminated by CONSULTANT upon ninety (90) days prior written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with ninety (90) days prior 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 based upon the work completed. All materials related to the Services which have been produced by CONSULTANT as part of the Services shall become the property of, and shall be surrendered to, CITY at or before such termination.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by CONSULTANT, and CITY may withhold any payments to CONSULTANT for the purposes of set-off until

such time as the exact amount of damages due to CITY from CONSULTANT is determined. This provision shall survive the termination of this Agreement and not relieve CONSULTANT of its liability to CITY for damages.

SECTION 4: INSURANCE

A. CONSULTANT's Professional Liability Insurance

In performance of professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession. Should CONSULTANT or any of CONSULTANT's agents or employees be found to have been negligent in the performance of professional services from which CITY sustains damage, CONSULTANT has obtained Professional Liability (Errors and Omissions) Insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and said insurance shall be held active for the entire term of the Agreement and a two (2) year (minimum) period from the date of termination of this Agreement. 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

1. CONSULTANT shall maintain statutory workers' compensation insurance coverage, employer's liability, cyber liability, and comprehensive general liability insurance coverage.
2. The comprehensive General Liability insurance shall have a minimum limit of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein, and in the event CITY becomes liable for an amount in excess of such insurance coverage, CONSULTANT shall indemnify and hold harmless CITY for the whole thereof.
3. The Cyber Liability insurance shall have a minimum of Five Hundred Thousand Dollars (\$500,000) per claim with Social Engineering Sublimit of One Hundred Thousand Dollars (\$100,000) per claim.

SECTION 5: GENERAL TERMS

A. Entire Agreement

This Agreement and its Exhibits constitute the entire Agreement and understanding between the Parties and it shall not be considered modified, altered, changed or amended in

any respect unless done in accordance with this Agreement, reduced to writing, and signed by the Parties hereto.

B. Protected Health Information

CONSULTANT agrees to ensure that any information obtained by the carriers is used and maintained only in a manner permissible by HIPAA and Idaho law. CONSULTANT agrees to keep any information provided by CITY confidential and to exercise reasonable and prudent care in protecting the confidentiality of such information. CONSULTANT agrees to not disclose confidential information to any person or entity without the express prior written consent of CITY.

C. Reports and Information

1. At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data, and information as CITY may request pertaining to matters covered by this Agreement.
2. CONSULTANT shall maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographic, electronic, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, symbols or any combination thereof.
3. Under the Idaho Public Records Act, Idaho Code Title 74, Chapter 1, records received from CONSULTANT and certain records produced by CONSULTANT in the performance of the Agreement may be open to public inspection and copying unless exempt from disclosure. Upon request, CONSULTANT shall provide records subject to inspection under Idaho Code section 74-102 and not maintained by the CITY. In any record provided to CITY, CONSULTANT shall clearly designate individual portions of records that it desires to keep exempt as "exempt" on each page of the documents and shall indicate the basis for the exemption, by including the specific section of the Idaho Code that allows the record to be exempt. CITY will not accept a legend or statement on one page that all, or substantially all, of a document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring CONSULTANT's designation of exempt records or for CONSULTANT's failure to designate records as exempt. CONSULTANT's failure to designate as exempt any record that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by the release. If CITY receives a request for materials claimed to be exempt by CONSULTANT, CONSULTANT shall provide the legal defense for the claim and pay all expenses incurred by CITY in connection with the request.

D. Audits and Inspections

At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination of all of CONSULTANT's records with respect to all matters covered by this Agreement. CONSULTANT shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to all matters covered under this Agreement.

E. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose or otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

F. License and Adherence to Law

CONSULTANT represents that it possesses the skill and experience necessary and all licenses required to perform the Services under this Agreement. CONSULTANT further agrees to comply with all applicable Federal, State and Local statutes and regulations in the performance of the Services hereunder, and 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 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 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 CONSULTANT, CONSULTANT's employees, or its subcontractors.

Anti-Boycott Against Israel Act. CONSULTANT 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 Idaho Code § 67-2346 will result in this Agreement being void as against public policy.

Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

No Public Funds for Abortion Act. Pursuant to Idaho Code Title 18 Chapter 87, CONSULTANT certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of the Agreement, authorize the use of state facilities or public funds for abortion-related activity.

G. Independent Contractor

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

H. Indemnification

CONSULTANT waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to CONSULTANT's performance or failure to perform under this Agreement. Further, CONSULTANT shall indemnify, hold harmless, and defend CITY, its officers, agents, employees, and volunteers against any and all claims, demands, damages, costs, expenses, actions, settlements, fees, and liability arising out of or in connection with CONSULTANT's acts or omissions under this Agreement, or CONSULTANT's failure to comply with any State or Federal statute, law, regulation or rule.

I. Costs and Attorney 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 suit, in addition to other relief as may be granted by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination or forfeiture of this Agreement.

J. Jurisdiction, Venue and Non-Waiver

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to not exercise any of its 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.

K. Time is of the Essence

The Parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the Party so failing to perform.

L. Modification and Assignability of Agreement

This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the Parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

M. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

N. Advice of Attorney

Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or had the opportunity to seek such advice.

O. CITY's Representatives

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

P. Conflict of Interest

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

Q. 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 (including pregnancy), sexual orientation, and gender expression or identity. CONSULTANT shall not discriminate against any employee or applicant for employment. CONSULTANT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available

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

R. Notice

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

CONSULTANT:

Gallagher Benefit Consulting Services Inc.
221 N. Wall Street
Spokane, WA 99201

CITY:

City of Moscow
206 East Third Street
PO Box 9203
Moscow, ID 83843

S. Special Warranty

CONSULTANT warrants that nothing of monetary value has been given, promised or implied as remuneration or 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 workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

T. Approval Required

This Agreement shall not become effective or binding until approved by the CITY of Moscow.

U. Authority to Execute

The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties under penalty of perjury pursuant to the law of the State of Idaho.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

Gallagher Benefit Consulting Services Inc.

City of Moscow, Idaho

ATTEST:

Laurie M. Hopkins, City Clerk

DATED this _____ day of _____, 2023.

STATE OF _____)
County of _____) ss:

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that they executed the foregoing as the duly authorized representative of Gallagher Benefit Consulting Services Inc.

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

EXHIBIT “A” Scope of Services

I. Plan Evaluation:

Determine where the CITY’s Employee Benefits package falls in comparison to the market. Benchmark plan costs and employee contributions to industry, size, and regional standards on an annual basis and recommend changes, as needed.

II. Financial Analysis:

- A. Provide financial data and actuarial analysis to assist in understanding the costs associated with the benefits offered and analytics to assist CITY in making the best decisions possible.
- B. Analyze factors driving CITY plan costs if experience data is available. In connection with such analysis, review utilization reports to determine possible causes of identified cost increases. Assist in managing risks and costs of the employee benefits coverages.
- C. Provide cost projections and funding analysis (review of funding methodology with emphasis on employer costs and the tier structure of the contribution).
- D. Model and analyze employee contribution scenarios.
- E. Provide predictive modeling to make recommendations to CITY for plan design changes, enhancements and cost-saving opportunities.

III. Strategic Planning:

- A. Assist CITY in planning for the future in terms of the benefits package considering the growth of the CITY and market trends.
- B. Conduct strategic planning sessions to review the performance of current employee benefits coverage and establish future objectives and strategies to manage employee benefit coverage.
- C. Meet with the key designated representatives and/or the CITY on a monthly basis, to discuss strategy and open items.
- D. Identify and discuss trends in the health insurance industry and City insurance utilization and potential areas of concern.

IV. Renewal Analysis:

- A. Assist with the entire annual benefit renewal process, including going out to market, obtaining quotes, negotiating with carriers, communicating with CITY, and obtaining final contract and plan documents.
- B. Develop insurance renewals within the CITY’s budgeting timeframe. First quotes for insurance renewal rates should appear the first week of April and be finalized by the second week in May for incorporation within CITY’s annual budget appropriation.
- C. When marketing CITY’s insurance program to carriers, prepare an analysis comparing current costs, plan designs, administration costs, network discounts and network accessibility.
- D. Conduct an annual review of insurance utilization, proposed rate adjustment justification and comparative market analysis during the renewal process to include negotiations with current vendors and carriers.

- E. Upon request, develop an RFP for purposes of obtaining competitive quotes from the marketplace. Conduct the process in full and provide results to the CITY's designated representatives.
- F. Be the primary point of contact during the bidding process.
- G. Identify and negotiate with insurers and other benefit program providers while keeping the CITY informed of significant developments.
- H. Assist with documentation and other steps to obtain commitments for and implement insurance policies and other services selected.
- I. Review contracts for accuracy and conformity to specifications provided by the CITY and the related negotiated coverages.
- J. Follow up with insurance carriers and providers for timely issuance of policies and contracts.
- K. Assist CITY in the implementation of the benefits program by dealing with vendor and carriers and performing contract and Summary Plan Description (SPD) review for purposes of determining conformity to the agreed-upon plan provisions and costs.

V. Ongoing Services:

- A. Keep CITY apprised of all legal and regulatory requirements, provide claims reports, provide Employee Navigator platform, assist in the development of employee communications, assist with issues and interpretation of benefit policies, attend City Council meetings as requested, and have good working relationships with carriers.
- B. Work in conjunction with the CITY Legal Department to ensure that all contracts, plan documents, and summary plan descriptions are produced and executed promptly. Review and advise CITY as to whether the contract meets the terms negotiated.
- C. Keep CITY informed of significant changes and trends in the employee benefits marketplace.
- D. Establish comprehensive claims reports for identified coverages, which includes medical, prescription, and dental, detailing paid claims and reimbursements if applicable, medical loss ratios, and enrollment summaries. Review these reports with the CITY on an as-needed basis.
- E. Provide COBRA administration services to CITY.
- F. Evaluate and assist in the management of voluntary benefit products offered to CITY employees.
- G. Advise of available technology platforms to support delivery and administration of employee benefit plans.
- H. Assist CITY in the development of paper and web-based communication strategies.
- I. Act as a liaison between the CITY and insurers and providers for the lines of coverage, services selected, customer service, and any other issues that may arise with the insurers and providers.
- J. Assist with issues relating to the interpretation of insurance policies and contracts.
- K. Provide information and coverage summaries for all new coverages and updates on changes to existing coverages.
- L. Assist and provide guidance (as needed) with regard to regulation compliance, including, but not limited to 1095-C filing.
- M. Provide access to employee education resources, such as email templates, flyers, web-based videos, etc.

- N. Assist the CITY with administration of Open Enrollment, including development of open enrollment materials, conducting employee presentation and meetings as requested.
- O. Have working relationships with all major carriers for medical, dental, and vision including Blue Cross, Regence, Aetna, Select Health, Delta Dental, Willamette and VSP.

VI. Benefit Advocate Center (BAC) Core Services:

Maintain an employee customized and dedicated telephone number and email address for questions regarding benefits, provider find, plan costs and claim issues. *(Hours of Operation: Monday thru Friday **TBD**.) The BAC will assist CITY employees with the following service issues:

- A. Explain Client Benefits
- B. Provider Find
- C. Resolve ID Card Problems
- D. Claim Resolution
- E. Confirm Eligibility
- F. Enrollment Questions
- G. Navigating Claims Billing Issues
- H. Advise on the Claims Appeal Process



Heart of the Arts



Arthur D. Bettge
Mayor

Maureen Laflin
Council President

Gina Taruscio
Council Vice-President

Drew Davis
Council Member

Sandra Kelly
Council Member

Hailey Lewis
Council Member

Julia Parker
Council Member



Bill Belknap
City Supervisor



City of Moscow, City Hall
c/o Bill Belknap, City Supervisor
206 East 3rd Street
P.O. Box 9203
Moscow ID 83843
Phone (208) 883-7000
Fax (208) 883-7018

Website: www.ci.moscow.id.us
Hearing Impaired (208) 883-7019



December 7, 2023

Re: Broker of Record Authorization for City of Moscow

Please be advised that Gallagher Benefit Services, Inc. (Gallagher) has been appointed by City of Moscow as our exclusive consultant/insurance broker of record and to represent us in all matters pertaining to our employee benefit programs. This appointment is effective as of January 1, 2023 and shall remain in full force and effect until notification, in writing, to the contrary is provided to you.

This appointment supersedes and replaces all other appointments and all other letters of authority on record with you.

We authorize you to provide Gallagher with any and all information pertaining to our contracts of insurance, rates, losses, reserves, etc. that may be necessary for Gallagher to become completely familiar with our insurance program and to effectively represent our present and future insurance interests.

We agree that Gallagher is not responsible for any deficiencies in our present insurance program and will not assume any such responsibility until they have had reasonable opportunity to review, provide us with recommendations, and arrange any changes in coverage we authorize.

If you have any questions regarding this appointment/authorization, please do not hesitate to contact me. Thank you for your cooperation and assistance in this matter.

Sincerely,

City of Moscow

By: _____
Title: _____

cc: Gallagher Benefit Services, Inc.



Fee Schedule City of Moscow

FSA & HRA*

First Year Set Up	
Annual Renewal Fee	\$275.00
Monthly Per Participant	\$4.50

HRA*

First Year Set Up	
Annual Renewal Fee	
Monthly Per Participant	

COBRA**

First Year Set Up	
Annual Renewal Fee	included in FSA-HRA
Monthly Per General Notice	\$3.00
Monthly Per Qualifying Event Notice	\$20.00

HSA*

First Year Set Up	
Annual Renewal Fee	
Monthly Per Participant	
Monthly Per Participant	

Mass Transit & Parking*

First Year Set Up	
Annual Renewal Fee	
Monthly Per Participant	

Debit Card

One Time Fee	\$0.00
Replacement Card Fee	\$10.00/card
Expedited Debit Card Requests	\$54.00/card

**\$50 monthly minimum may apply*

***\$25 monthly minimum may apply*

Please Note: The employer listed above is responsible for reporting the correct number of participants on the monthly invoice to Peak One Administration. Adjustments of invoices that are more than 30 days before the invoice due date are not reimbursable and/or not collectable by Peak One.

Employer Signature _____ Date _____



PEAKONE

administration



A PROPOSAL PREPARED for City of Moscow

CREATED BY

Amy Markham

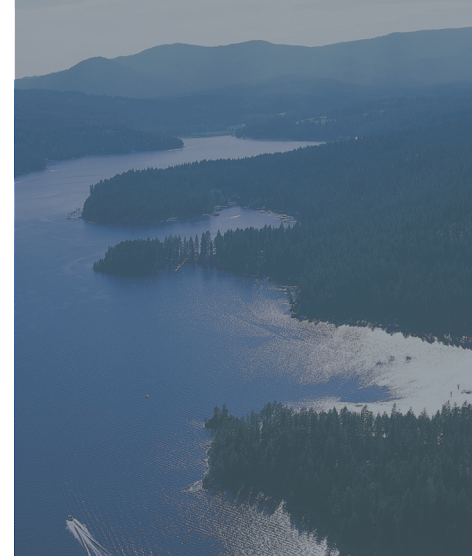
Implementation Specialist

ammarkham@peakoneadmin.com

208-758-0326



OUR PURPOSE



Peak One Administration, a leader in the benefits administration industry, understands the importance of learning what our client's objectives, values and culture are. We recognize the challenges inherent in selecting a service and technology partner. Differences between competitors' products can be difficult to assess or impossible to objectively measure. The primary difference our clients notice with Peak One is our consultative approach and our future-focused vision.

OUR MISSION IS SIMPLE.

To become the Third-Party Administrator that people come to because they know we care about the issues that really matter to our customers. We believe that clients should have administration partners and vendors that are willing to use the total range of their experience and their exposure to other clients to help bring COBRA administration to new levels. Peak One has the vision to seek solutions, the passion to transform a stagnant industry, the tenacity to overcome obstacles and the leadership to demand accountability from everyone. We will challenge outdated and costly ways of doing business that undermine your ability to focus on what you do – support and add value to your company's core business.

Anyone can profess to provide robust COBRA administration. The difference lies in doing versus saying. Our proven experience and track record illustrate our core competency. We do one thing. We care about the issues that really matter to our customers. We pride ourselves in setting standards on being thorough, robust, flexible and secure with our processes and technology. However, providing services is our focus and has been since our inception. The quality of service ultimately separates your experience of one vendor versus another.



Our vision and our future focus ensure that you always have someone watching out for trends and opportunities, which can help you and all of our clients. We are passionate about what we do and how we do it.

PEAKONEADMIN.COM



THE PEAK ONE COBRA SOLUTION INCLUDES:

Web-based COBRA employer portal.

24/7 real-time access to Qualified Beneficiaries, payment data and reports.

Designated HIPAA and COBRA Certified Account Specialist.

An Account Specialist - Your direct contact for questions and enrollment. A direct phone number and email will be provided during implementation.

All required notices for a complete and compliant COBRA program.

General Notices (optional), COBRA Specific Rights Notice, new member login (upon election of COBRA), enrollment confirmation, payment coupon book, partial payment notice, plan change notice, 45-day notice with first premium month paid, subsidy notice, insignificant payment notice, COBRA termination notice and HIPAA Certificates (optional).

Regular updates on regulations and legislation changes.

On-going scheduled webinar training for employers and emailed news alerts on changes in legislation.

Qualified Beneficiary website and customer support.

Online ACH payment options available.

Answers to all of your COBRA questions.

Extensive knowledge of COBRA compliance through on-going EBIA training and COBRA Certification.

HIPAA Certificates of Creditable Coverage (optional).

Designated HIPAA compliance officer and mandatory in-house HIPAA training for all employees annually.

Web-based COBRA reporting for employer contacts and Qualified Beneficiaries.

HITECH Act compliant.

Encrypted email service meeting all HITECH requirements for transmission of Personal Health Information (PHI).

Open Enrollment services.

Notify all current Qualified Beneficiaries and retirees of plan changes, rate changes and open enrollment timeline specified by employer.

You're a person, not a number. We go above and beyond to help not only clients, but their employees as well.

PEAKONEADMIN.COM

YOU'VE CHOSEN PEAK ONE... WHAT'S NEXT?

Your Peak One implementation specialist will guide our three-stage process to get you up and running as quickly and easily as possible. Phone, email, and WebEx are used extensively throughout implementation process to maintain effective communication and momentum.

Stage 1:

Introduction &
Overview

1

Stage 2:

Account Setup

2

Stage 2:

Plan Management
& On-Going
Service

3

STAGE 1 INTRODUCTION AND OVERVIEW

Your implementation coordinator meets by phone with everyone who will have any role with the software, including operations and IT personnel, to make introductions and create the implementation project plan.

STAGE 2 INTEGRATION AND ACCOUNT SETUP

In this stage, your staff is trained on the details of system operation and the specific steps involved in completing various tasks. Your implementation coordinator will assist you in setting up your first groups, developing your migration plan, and learning and verifying the migration process.

STAGE 3 PLAN MANAGEMENT AND ON-GOING SERVICE

Once integration and account setup have been completed, your account specialist will request eligibility data. Eligibility data can be sent using an export form on your HRIS or payroll system. Once the data is imported and verified by Peak One, debit cards are ordered and the plan is ready for claims processing. Enrollment confirmations are sent to each participant with instructions on how to access the Peak One portal.



PEAKONE
administration

PEAK ONE PROJECT PRICING

COBRA

One-Time Setup Fee - \$0.00

Annual Administration – included in HRA & FSA

Monthly per general notice - \$3.00

Monthly per qualifying event notice - \$20.00

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