

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208-883-7015

**Monday, September 23,
2024**

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 council committee meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website and the City's YouTube channel. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of Administrative Committee August 26, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins

2. Second Amendment to Franchise Agreement Exhibit G (ACTION ITEM) - Tim Davis

Fees from Exhibit G of the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc., dba Inland North Waste, are adjusted upward or downward each fiscal year to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics. The statistics utilized are for a one-year period and are the end adjusted figures for the annual change for the calendar year, as published in January of each year. The fee modification date is October 1 of each year. Every year the fees are increased or decreased for the coming year in a percentage of 100% of the net change of the CPI for the prior year period. The CPI adjustment for FY2025 is 3.82%.

PROPOSED ACTIONS: Approve the Second Amendment to Exhibit "G" of the Solid Waste Franchise Agreement, or provide staff further direction.

3. Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC (ACTION ITEM) - Sarah Decker

In June 2024, the City of Moscow issued a Request for Qualifications (RFQ) from certified public accounting firms to audit our respective financial statements for the fiscal year ending September 30, 2024, with the option of auditing for four subsequent fiscal years. Firms had to address the requirements of the RFQ and submit a sealed proposal to include pricing for the five-year period. The City received one response to the RFQ from Presnell Gage, PLLC. Staff reviewed the proposal and deemed that it met all requirements of the RFQ. Staff has prepared a professional services agreement between the City and Presnell Gage PLLC for audit services for the Council's consideration.

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC to audit our respective financial statements for the fiscal year ending September 30, 2024, and the four subsequent fiscal years with the ability for the City to terminate at any time, or provide staff with further direction.

4. City of Moscow Utility Billing Policy Update (ACTION ITEM) - Sarah Decker

In accordance with Moscow City Code, property owners are responsible for the cost of utility services delivered to their property(s), regardless of the user of the utility being provided. The City of Moscow has historically provided property owners with the convenience of billing a non-owner occupant (tenant) even though the City is under no legal obligation to do so. On February 16, 2021, the City formalized the Utility Billing process, Resolution 2021-01, by adopting the City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive. On August 19, 2024, the Idaho Supreme Court issued a decision that confirmed the City's ability to hold property owners responsible for the utility services provided to their property, but the Court found that the City did not provide enough detail within the Utility Billing Application regarding the means by which the City could pursue to collect unpaid balances through the use of liens. This decision necessitates an amendment to the City of Moscow's Utility Billing Policy, Utility Billing Application, and Tenant Utility Billing Directive to continue to provide the convenience of tenant billing to property owners.

PROPOSED ACTIONS: Recommend for approval of the updated City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Tenant Utility Billing Directive, or provide staff with further direction.

5. Idaho Outdoor Recreation Fund Grant Application (ACTION ITEM) - Alisa Anderson / Scott Bontrager

The City received notification of a grant opportunity through the Outdoor Recreation Fund Advisory Council (ORFAC) accepting applications to build projects that expand recreational opportunities. For 2024, ORFAC has been allocated \$5 million dollars to spend on capital projects (trails, bridges, campgrounds, etc.) that create or enhance outdoor access. City staff has identified two park projects to include the Mountain View Park Connector Pathway and Anderson Frontier Park Pathway Connection, which will provide ADA access to both locations. Staff is requesting to submit a grant application in an amount not to exceed \$160,000. Staff will include engineering, design, and construction management as an in-kind match. No cash match is required under this program.

PROPOSED ACTIONS: Approval to submit a grant application not to exceed \$160,000 to the Idaho Outdoor Recreation Fund, or provide staff further direction.

6. West Palouse River Drive Site Study Agreement (ACTION ITEM) - Bill Belknap

The Moscow School District anticipates the need to construct a new elementary school in the near future and is currently considering where it may be located. The District would like better distribution of elementary school locations in the community to serve surrounding neighborhoods. The City and District have discussed the potential of locating a future elementary school on the City's West Palouse River Drive Property in conjunction with the potential development of a City park and additional athletic fields. Earlier this year, the City and District entered into a Memorandum of Understanding to jointly fund a planning study to assess the feasibility of developing the West Palouse River Drive property for a future elementary school, park, and athletic fields. It is anticipated the study will assess pedestrian access, vehicular access and circulation, site grading, building, parking, park, and athletic facility development to determine the suitability of the site for the proposed uses and help inform future decisions regarding the property. City Staff worked with Lombard Conrad Architects LLC., an architectural firm that was recently selected by the Moscow School District for District architectural services, to prepare a scope of work and professional services agreement to conduct the site study. The scope has been reviewed and approved by the Moscow School District.

PROPOSED ACTIONS: Recommend approval of the proposed Professional Services Agreement with Lombard Conrad Architects Inc.; or provide staff further direction.

ADJOURN

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

Administrative Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, August 26, 2024

4:00 PM

Council Chambers
206 E. Third St.

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

PRESENT: Drew Davis, Sandra Kelly, Julia Parker

OTHERS: Mayor Art Bettge, Council Member Bryce Blankenship

STAFF: Bill Belknap, Mia Bautista, Alisa Anderson, Scott Bontrager, Laura Perrigo, Laurie M. Hopkins

REGULAR AGENDA

1. Approval of Administrative Committee July 22, 2024 Minutes (ACTION ITEM) - Laurie M. Hopkins

The minutes were approved as presented.

2. Moscowberfest Alcohol Use Request in Entertainment District (ACTION ITEM) - Laura Perrigo

The Moscow Chamber of Commerce + Visitor Center is hosting their annual Moscowberfest on Saturday, September 28th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets. This event is now in its fourth year and is stylized in the spirit of fall folk festivals. The applicant anticipates no more than fifteen (15) licensed beer and/or wine vendors, up to fifteen (15) food vendors, and up to fifteen (15) vendors facilitating street games, activities, and competitions such as: face painting, knitting and spinning circle, children's crafts, rubber ninja throwing stars, stein holding, keg lifting, etc. The event has been reviewed and approved as of August 14, 2024.

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

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

Perrigo introduced the item as written above. The event has the same footprint as last year and extra port-a-potties will be set up. The Committee recommended approval and that it be placed on the Council consent agenda.

3. State/Local Agreement for Construction of the Public Avenue Corridor Safety Improvements (ACTION ITEM) - Alisa Anderson / Scott Bontrager

The City of Moscow's Public Avenue Corridor Safety Improvements project located in northeast Moscow is a 1,100-foot long corridor on Public Avenue from Polk Street to Lincoln Street. The project includes the installation of a permanent concrete splitter island at the intersection of Polk Street and Public Avenue and upgrading the roadway to include full 12-foot vehicle lanes and 5-foot bicycle lanes. Additional improvements include the installation of 2,200 linear feet of curb, gutter, and a 5-foot sidewalk. These improvements will widen the roadway and eliminate roadside ditches,

creating a more navigable corridor for both vehicles and pedestrians/cyclists. These improvements will provide a safer environment and help keep drivers on the road through the installation of curbing and advance warning signs for the curves. The reduction of several roadside hazards to include ditch lines, trees, and utility poles will greatly decrease the risk of injury accidents. Lastly, the installation of larger, retroreflective signs and thermoplastic crosswalk bars will increase stop compliance at intersections. The design was completed in June 2024 and the project is now ready to be put out to bid for construction, which requires the approval and execution of the State/Local Agreement and the corresponding Resolution. Construction is expected to occur in 2025.

PROPOSED ACTIONS: Approve the State/Local Agreement and the corresponding Resolution for Construction of the Public Avenue Corridor Safety Improvements Project No. A022(402), Key No. 22402, or provide staff further direction.

Anderson introduced the item giving a brief background of the project and funding details. The original request was from Polk to Orchard but the project was too large for this grant. There were a few delays in the design, one due to needing an easement. Bontrager provided details as written above. Part of the project will fill in ditches, curb, gutters, sidewalks and putting a concrete island in the Polk and Public intersection. The F Street and Public intersection will also be modified to allow more view of the oncoming eastern traffic. full storm system. Bontrager said what the design professional estimate was versus the LHTAC amount was almost \$400,000. Staff had a meeting today with LHTAC discussing reducing the City match so it doesn't exceed \$400,000 which will be closer to what staff thinks that bids will come in at.

Belknap said the FY2025 budget anticipated the project at \$100,000 but staff was not aware of the substantial increase of match from \$64,000 to \$699,000. LHTAC provided various options such as phasing, paying LHTAC for design, or reducing the local match. The match must be paid before the project goes into the federal aid process and bid process. If the project comes in lower, the extra money doesn't come back to the City until the project is closed out, estimating a wait of 2 years for this project. If the project does come in at \$400,000 the storm utility could support some as storm water will be included. Some match may have to be pulled from capital projects. If everything falls into place, bidding will be in the fall and construction next spring.

In answer to council questions, Bontrager explained the project was scoped prior to COVID and things have escalated in price, especially asphalt. Storm infrastructure had more major changes than the minor updates that were anticipated. Anderson said LHTAC has also added \$600,000 in grant funds. If the project is delayed, the City may not receive these funds in the future which is why staff wants to try to make it work. Bontrager said the scope has changed from a safety related project to a rebuild urban section. Belknap explained this is a historic county road that was annexed and hasn't been upgraded. In answer to Davis's question regarding county annexed roads, the city recommends the county require infrastructure on their streets in the ACI but the county doesn't feel it has jurisdiction to do so as the Latah County Highway District is in control of the county roads.

Kelly supports as she has past experience walking in the area with no sidewalks and how dangerous it is. Davis agreed as lots of people will benefit from this upgrade as there is a lot of pedestrian traffic. Bontrager confirmed there are underground storm to the east. Going west is where storm is in the ditch. This project helps get all the pipes into the street.

Davis preferred the item go to regular agenda with a recommendation for approval subject to the new agreement and had committee consensus.

4. Idaho Revolving Loan Fund Supplemental Revenue Bond Ordinance (ACTION ITEM) - Bill Belknap

In 2019, the City applied for and received an additional \$4.3 Million in low interest Revolving Loan Fund (RLF) funding from the Idaho Department of Environmental Quality (DEQ) and entered into a loan agreement with DEQ as approved by Council Resolution 2019-22. All the original identified projects are now complete, and the City is ready to convert the construction funding to permanent bond financing. DEQ will be the sole purchaser of the bonds through the State RLF program. The bonds will have a term of 20 years and an interest rate of 2.25%. The City's bond counsel has prepared a supplemental bond ordinance providing for the sale of the bonds for Council approval.

PROPOSED ACTIONS: Recommend approval of the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate.

Belknap introduced the item as written above including a background of the project. Rather than going out for a bond election, the City requested judicial confirmation from the courts and were approved for an estimated \$4.3 million. Regulatory requirements were completed in early 2000 and took the entire \$4.3 million, approximately half the improvements. In late 2019, the City asked for access to an additional \$4.3 million. All the improvements have now been completed and need to close out the second loan. The bond essentially transfers from a construction type phase to a permanent bond financing where DEQ is the sole purchaser. Total cost of borrowed monies is approximately \$8.6 million and all improvements totaled approximately \$13.7 million. Once the supplementary bond ordinance is approved, the bond closing is scheduled, and amortization begins with debt service for 20 years. The Committee recommended approval and placed on the regular agenda.

5. City Supervisor Title Amendment Ordinances (ACTION ITEM) - Bill Belknap

The City of Moscow established the position of Administrative Assistant for the City of Moscow in 1959 through Ordinance 1001, passed on April 6th, 1959. The position as described in 1959, included keeping an inventory of all City property, acting as the City's purchasing agent, preparing the annual budget, serving as public relations officer, attending City Council meetings, overseeing all department operations, and long-range planning for the City, all under the supervision of the Mayor. At the Council meeting of May 14, 1959, Clair Inghram was appointed as the first person to occupy the newly created position, but the title that was utilized at the time of the appointment, as reflected in the meeting minutes was City Supervisor. Over the years the City amended Chapter 4 of Title 2 to formally change the title to City Supervisor in code. The title of City Supervisor is not commonly used in the public administration profession and there are no other similar positions within the State of Idaho. Pullman Washington was one of the few cities that retained the title of City Supervisor until a few years ago when they changed the title of City Supervisor to City Administrator, which is the common title utilized throughout Idaho and the nation. Staff is proposing to retain all duties and responsibilities, but to change the title of the position to City Administrator. This recommendation was reviewed and approved by the Mayor and Council President and Vice President, and staff have prepared an ordinance to first amend Title 2, Chapter 4, and a second Ordinance to change all other City code references that has the title of City Supervisor to City Administrator. The proposal is before the full Council for consideration.

PROPOSED ACTIONS:

1. Recommend approval of the Ordinance amending Title 2, Chapters 5 and 14, under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take such other action deemed appropriate; and
2. If the prior Ordinance is approved, recommend approval of the Ordinance amending all City Code references to City Supervisor and Deputy City Supervisor under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or take

such other action deemed appropriate.

Belknap introduced the item as written above. McCall and Twin Falls have a City Manager position but that is very different organization. The first ordinance changes the code for the city supervisor and the deputy city supervisor position. The second ordinance goes through the rest of the city code sections updating references to the position. The Committee liked the consistency with the rest of Idaho. They recommended approval and that it be considered by the full Council on the regular agenda.

6. School Resource Officer Memorandum of Understanding (ACTION ITEM) - Bill Belknap

For over 24 years, the Moscow Police Department has employed a School Resource Officer (SRO) to provide a law enforcement presence and additional resources to the Moscow School District (MSD) to assist in providing and maintaining a safe and healthy student environment. The City and MSD jointly fund the SRO position. The existing SRO agreement will expire at the end of September and staff has prepared a new agreement continuing the same terms and conditions as the prior agreement for the Council's consideration. The MOU has been reviewed and approved by the MSD administration.

PROPOSED ACTIONS: Recommend approval of the MOU with the Moscow School District to jointly fund the School Resource Officer position; or take other action as deemed appropriate.

Belknap introduced the item as written above. The previous MOU stated the payment would be made in two installments but the first will be base cost and the second will be for any overtime that may occur. The Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

The meeting concluded at 4:40 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 23, 2024



AGENDA ITEM TITLE

Second Amendment to Franchise Agreement Exhibit G (ACTION ITEM) - Tim Davis

RESPONSIBLE STAFF

Tim Davis, Sanitation Operations Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Fees from Exhibit G of the Solid Waste Franchise Agreement between the City of Moscow and Latah Sanitation, Inc., dba Inland North Waste, are adjusted upward or downward each fiscal year to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics. The statistics utilized are for a one-year period and are the end adjusted figures for the annual change for the calendar year, as published in January of each year. The fee modification date is October 1 of each year. Every year the fees are increased or decreased for the coming year in a percentage of 100% of the net change of the CPI for the prior year period. The CPI adjustment for FY2025 is 3.82%.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Second Amendment to Exhibit "G" of the Solid Waste Franchise Agreement, or provide staff further direction.

STAFF RECOMMENDATION

Approve the Second Amendment to Exhibit "G" of the Solid Waste Franchise Agreement.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Second Amendment Agreement to Exhibit G_final with attachment

SECOND AMENDMENT TO EXHIBIT "G"
OF THE FIRST AMENDMENT TO SECOND EXTENSION OF AND
AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT

THIS SECOND AMENDMENT TO EXHIBIT "G" OF THE FIRST AMENDMENT TO SECOND EXTENSION OF AND AMENDMENT TO 2003 SOLID WASTE FRANCHISE AGREEMENT (hereinafter "Second Amendment to Exhibit "G") is made and entered into this _____ day of _____, 2024, by and between the City of Moscow, a Municipal Corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "City") and Latah Sanitation, Inc. (dba Inland North Waste), an Idaho Corporation, 3299 Highway 8, Moscow, Idaho, 83843 (hereinafter "Franchisee").

WHEREAS, the Parties executed the First Amendment to Second Extension of and Amendment to 2003 Solid Waste Franchise Agreement Including Amendments to Franchise Agreement Exhibits (hereinafter "First Amendment Agreement") on October 20, 2023; and

WHEREAS, the First Amendment Agreement allows for amendments to the Exhibits; and

WHEREAS, the Parties wish to amend Exhibit "G" of the First Amendment Agreement for cost adjustments for FY 2025;

NOW, THEREFORE, City and Franchisee agree that all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following amendments of the First Amendment Agreement:

1. Effective October 1, 2024, Exhibit "G" of the First Amendment Agreement shall be replaced with the attached amended Exhibit "G", incorporated herein by this reference.
2. All other terms and conditions of the First Amendment Agreement that are not modified by this Second Amendment to Exhibit "G" shall remain in full force and effect. If any part of this Second Amendment is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Second Amendment so long as the remainder of the Second Amendment is reasonably capable of completion.

This Second Amendment may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Exhibit "G" on the date first above written.

I, Brandon Johnson, certify under penalty of perjury pursuant to the law of the State of Idaho, that I am an authorized agent to bind Latah Sanitation, Inc. (dba Inland North Waste) to this Second Amendment of Exhibit "G". If I am signing this document utilizing a digital signature, I understand

that my digital signature is valid and binding upon me to the same force and effect as a handwritten signature.

LATAH SANITATION, INC.:

CITY OF MOSCOW:

Brandon Johnson, General Manager

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Brandon Johnson, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative of Latah Sanitation, Inc. (dba Inland North Waste).

Notary Public for the State of Idaho

Residing at _____

My commission expires _____

**EXHIBIT “G”
FEE SCHEDULE
EFFECTIVE DATE - October 1, 2024**

SECTION 1.0 ADJUSTMENTS INCLUDED IN EXHIBIT “G”

- 1.1 Reimbursement: City agrees to pay the Franchisee the amounts shown herein for Solid Waste Services performed, pursuant to this Agreement.
- 1.2 Fees: Exhibit “G” does not include billing or other City fees. Such billing and City fees are included in the actual rates charged to the producer.

SECTION 2.0 RATES FOR EACH RESIDENTIAL UNIT

2.1	Individual Residential Units Includes mobile homes, duplexes, and apartment units. This fee also includes fees for curbside recycling collection services.	Per Month	Each unit	\$9.87
2.2	Apartment Curbside Recycling	Per Month	Each unit	\$3.76
2.3	Individual Residential SW Service Level	Per Month		
	35 gallon cart		Each unit	\$0.65
	65 gallon cart		Each unit	\$1.29
	95 gallon cart		Each unit	\$1.91
	On Demand 35 gallon cart		Each service	\$0.31
2.4	Individual SW Roll Cart	Per Month	Each unit	\$0.97
2.5	SW Roll Cart Operation & Maintenance		Per month	\$4,065.70
2.6	Individual Recycling Roll Cart	Per Month	Each unit	\$0.98
2.7	Recycling Roll Cart Operation & Maintenance Includes roll cart exchanges & repairs, roll cart cleaning, inventory storage and extra rear load helper route.		Per month	\$12,702.54
2.8	Material Recovery Facility (MRF) Processing Includes actual single stream material processing costs passed on to City.		Per Ton	Actual

2.9	Cart size exchange	First 30 days	\$0.00
		After 30 days	\$19.23
2.10	Return Service: (e.g., blocked roll cart, roll cart not set out on time, roll cart not able to be serviced)	First time	\$0.00
		Second time	\$12.83
		Third time	\$25.64
		(and following times)	
2.11	Roll Cart Replacement (lost, stolen, damage from abuse)		
		Each unit	\$61.93
2.12	Carry - Out Service Per Month		
	A. Outside of Building:		
	Two (2) bags or (1 roll cart)	Each unit	\$13.46
	B. Inside of Building:		
	Two (2) bags or (1 roll cart)	Each unit	\$15.29
	Each carryout service producer shall provide reasonably safe access to solid waste container(s).		
2.13	Over Service Level: Per bag or equivalent	Each unit	\$5.08
	Business Rate for Residential: Residential Units utilizing mechanical or compactor containers shall be billed at the business rate for such containers.		

SECTION 3.0 RATES FOR BUSINESS UNITS USING MANUAL CONTAINERS

3.1	Loose Yardage on Ground (not fault of Franchisee)	Per cu. yard	\$9.07
3.2	Commercial Roll Carts Per month (serviced one [1] time weekly)	35 gal	\$10.51
		65 gal	\$10.51
		95 gal	\$15.74
3.3	Commercial Curbside Recycling	Per Month Each unit	\$3.77
3.4	Individual Recycling Roll Cart	Per Month Each unit	\$0.97
3.5	Recycling Roll Cart Operations & Maintenance	Per month	\$457.40

3.6	200 gal Recycling Container	Per month	\$9.77
	300 gal Recycling Container	Per month	\$11.81
	200 and 300 gal Container Replacement Fee (lost, stolen, damage from abuse) (This Replacement applies to all 200 and 300 gallon containers referenced in this Exhibit)	Each	\$493.15

SECTION 4.0 RATES FOR RECYCLING MOBILE CONTAINERS (RMC)

4.1 Rental Rates:

6 Yard Container Rental	Per month	\$60.27
Sales Tax on Rental		\$ 3.62
10.5 Yard Container Rental	Per month	\$92.06
Sales Tax on Rental		\$ 5.52
12 Yard Container Rental	Per month	\$107.57
Sales Tax on Rental		\$ 6.45

4.2 Types of Services:

- A. Franchisee Services/Value of Recycled Materials Retained by Franchisee:
 - 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) No Reimbursement for recyclable materials to customer
 - 3) On-call service with twenty-four (24)-hour notice
 - 4) Rate per haul and exchange \$49.01
- B. Franchisee Services/Value of Recycled Materials Retained by Customer:
 - 1) RMC hauled, emptied and exchanged by Franchisee
 - 2) Reimbursement at the current rate for recyclable materials to customer, providing there is no contamination from unacceptable items.
 - 3) On-call service with twenty-four (24)-hour notice
 - 4) Rate per haul and exchange \$58.90
- C. Customer Service/Value of Recycled Materials Retained by Customer:
 - 1) RMC hauled, emptied and exchanged by customer
 - 2) Reimbursement at the current rate for recyclable materials to customer
 - 3) Rate per haul and exchange \$ 0.00

SECTION 5.0 RATES FOR MECHANICAL CONTAINERS

5.1 Mechanical Container Rates Per Month:

Cont. Size	Rental	Sales Tax	Times Per Week				
			1	2	3	4	5
1 yd	\$13.91	\$0.83	\$27.97	\$55.88	\$83.72	\$110.76	\$139.42
2 yds	\$17.22	\$1.03	\$46.78	\$93.48	\$140.22	\$186.96	\$233.62
3 yds	\$24.64	\$1.48	\$64.77	\$128.63	\$194.32	\$259.08	\$323.81
4 yds	\$27.23	\$1.63	\$83.50	\$166.94	\$250.43	\$333.89	\$417.40
6 yds	\$38.29	\$2.30	\$118.66	\$237.93	\$355.85	\$474.40	\$592.97
8 yds	\$46.86	\$2.81	\$154.05	\$307.90	\$461.40	\$615.27	\$768.05

5.2	Locking Mechanism Mechanical Container	Per month	\$3.57
5.3	Extra Service for Mechanical Containers With twenty-four (24) hour notice:	Each dump	\$33.64
5.4	Temporary (less than two [2] months) Placement or Removal of a Mechanical Container:	Each move	\$46.32
5.5	200 gal Solid Waste Container	Per month	\$15.06

SECTION 6.0 RATES FOR SPECIAL SERVICES

6.1	Special hauls with pickup truck:		
	On day of service – zero to fifteen (0-15) minutes		\$36.54
	From Landfill to City – sixty (60) minutes		\$73.13
	Each fifteen (15) min. after first sixty (60) min.		\$18.26
6.2	Special hauls with packer truck:		
	On day of service – zero to fifteen (0-15) minutes		\$64.63
	From Landfill to City – zero to sixty (0-60) minutes		\$129.26
	Each fifteen (15) min. after first sixty (60) min.		\$32.38
6.3	Special Services with roll-off truck:		

Large Container Service:

<u>Cont. Size</u>	<u>Per Day Rental</u>	<u>Sales Tax</u>	<u>Delivery/Exchange/Pickup</u>
<u>8 yd</u>	<u>\$5.63</u>	<u>\$0.34</u>	<u>\$126.33</u>
<u>11 yd</u>	<u>\$6.76</u>	<u>\$0.41</u>	<u>\$126.33</u>
<u>15 yd</u>	<u>\$7.89</u>	<u>\$0.47</u>	<u>\$126.33</u>
<u>22 yd</u>	<u>\$9.00</u>	<u>\$0.54</u>	<u>\$126.33</u>
<u>30 yd</u>	<u>\$11.26</u>	<u>\$0.68</u>	<u>\$126.33</u>
<u>45 yd</u>	<u>\$15.77</u>	<u>\$0.95</u>	<u>\$126.33</u>

Latah Sanitation, Inc. (dba Inland Northwaste)

Long term rental agreements available through approval by Latah Sanitation, Inc. representative. No Rental Fees for Holidays.

Damage Deposit (based on container size and intended use) \$100.00 to \$500.00
Applied toward tonnage and hauling charges if no damage occurs

Sorting Fee (unacceptable items) \$106.98
Hazardous waste, tires or large appliances

Removal Delay Fee \$126.33
Applied to each occasion that roll-off container is kept beyond original scheduled removal date, without prior approval from Latah Sanitation, Inc. representative.

Additional Large Container Service for City Facilities:

Note: Includes City special services such as yard waste program at Moscow Recycling Center.

Compactor Service:

Service	Per haul	\$201.57
Loose Yardage	Per yard	\$9.03
Compacted Yardage (small compactor)	Per yard	\$48.27

- 6.4 Dead Animals: Special Haul rates shall be charged for collection and disposal of dead animals.
- 6.5 Service: Arrangements for Special Hauls shall be made with Franchisee.
- 6.6 Special Waste: The rates for hazardous waste and infectious and potentially harmful waste will include time, equipment, materials, franchise billing fee and disposal fees.

SECTION 7.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF SOLID WASTE PROCESSING FACILITY

7.1	Solid Waste Processing Facility Operational Franchise Reimbursement	Per year	\$595,814.87
		Per month	\$49,651.24

7.2 Annual Tonnage Reimbursement

A.	If annual tonnage exceeds the base annual tonnage of thirty-two thousand two hundred (32,200) tons in a contract year, Franchisee shall receive additional compensation.	Per additional ton	\$18.51
		(Adjusted per ton)	

B. If the annual tonnage is less than the base annual tonnage, then no additional compensation to Franchisee.

C. If the annual tonnage is less than seventy five percent (75%) of the base annual tonnage, then refer to Section 2.B.2. of Exhibit C.

7.3 Rate Reimbursement for Miscellaneous Costs. See 2.0.C. of Exhibit C as therein provided in sub-paragraphs 1 through 11.

Miscellaneous Rate	Per year	\$270,923.19
	Per month	\$22,576.93

7.4	Direct Reimbursement Cost	
	Tire disposal	Actual
	Household Hazardous Waste disposal	Actual

SECTION 8.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF MOSCOW RECYCLING CENTER

8.1	Compensation	Per ton	\$ 49.57
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8.2 Public Information, Special Events and Promotion Time and Materials

8.3 Revenue Sharing From Sales of Recycling Commodities Compensation or Payment Formula as stated in Exhibit E, 2.0, K.

Calculated at the end of each fiscal year

**SECTION 9.0 FRANCHISE REIMBURSEMENT FOR OPERATION OF
BIOSOLIDS COMPOSTING FACILITY**

9.1	Biosolids Composting Facility Operational Franchise Reimbursement (Annual processing of up to seven thousand [7,000] wet tons of City of Moscow produced biosolids)	Per year	\$257,860.44
		Per month	\$ 21,488.37
9.2	Franchisee Reimbursement for processing materials from outside sources between four thousand five hundred (4,500) and seven thousand (7,000) wet tons not produced from City of Moscow WWTP	Per ton	\$18.34

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 23, 2024



AGENDA ITEM TITLE

Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION

In June 2024, the City of Moscow issued a Request for Qualifications (RFQ) from certified public accounting firms to audit our respective financial statements for the fiscal year ending September 30, 2024, with the option of auditing for four subsequent fiscal years. Firms had to address the requirements of the RFQ and submit a sealed proposal to include pricing for the five-year period. The City received one response to the RFQ from Presnell Gage, PLLC. Staff reviewed the proposal and deemed that it met all requirements of the RFQ. Staff has prepared a professional services agreement between the City and Presnell Gage PLLC for audit services for the Council's consideration.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC to audit our respective financial statements for the fiscal year ending September 30, 2024, and the four subsequent fiscal years with the ability for the City to terminate at any time, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the Professional Services Agreement between the City of Moscow and Presnell Gage, PLLC to audit our respective financial statements for the fiscal year ending September 30, 2024, and the four subsequent fiscal years with the ability for the City to terminate at any time.

OTHER RESOURCES

FISCAL IMPACT

1. 2024 audit and report: Thirty-Three Thousand, One Hundred Fifty Dollars (\$33,150)
2. 2025 audit and report: Thirty-Three Thousand, Eight Hundred Dollars (\$33,800)
3. 2026 audit and report: Thirty-Four Thousand, Five Hundred Dollars (\$34,500)
4. 2027 audit and report: Thirty-Five Thousand, Two Hundred Dollars (\$35,200)
5. 2028 audit and report: Thirty-Five Thousand, Nine Hundred Dollars (\$35,900)

TOTAL for the five-year agreement: One Hundred Seventy-Two Thousand, Five Hundred Fifty Dollars (\$172,550)

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement for Professional Services - Presnell Gage-2024_final with attachment

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO
AND PRESNELL GAGE PLLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND PRESNELL GAGE PLLC (hereinafter “this Agreement”), is made and entered into this ____ day of _____, 2024, 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 Presnell Gage PLLC, a Limited Liability Company of the State of Idaho, 1216 Idaho Street, Lewiston, Idaho, 83501 (hereinafter “CONSULTANT”).

W I T N E S S E T H:

WHEREAS, CITY has a need for financial auditing to comply with State and Federal regulations; and

WHEREAS, CONSULTANT has experience in providing financial government audits and CONSULTANT is specially trained, experienced, licensed, 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 all services and comply in all respects as specified in the Statement of Qualifications from CONSULTANT dated July 8, 2024, providing for the audit scope and objectives, 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 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. CITY agrees to cooperate and perform the tasks identified in Attachment “A”.

SECTION 2: FEES AND CONDITIONS FOR CONSULTING SERVICES

- A. CONSULTANT shall be compensated with a lump sum payment for each of the five (5) years of the term of this Agreement to be paid after services are rendered each year and CONSULTANT provides CITY with an invoice which shall include an itemization of the services provided and the standard hourly rates that apply, to be paid by CITY within thirty

(30) days of receipt of said invoice in an amount **not to exceed** the following amounts to be paid upon completion of the services described herein, but no later than September 30 of each year:

1. 2024 audit and report: Thirty-Three Thousand, One Hundred Fifty Dollars (\$33,150)
2. 2025 audit and report: Thirty-Three Thousand, Eight Hundred Dollars (\$33,800)
3. 2026 audit and report: Thirty-Four Thousand, Five Hundred Dollars (\$34,500)
4. 2027 audit and report: Thirty-Five Thousand, Two Hundred Dollars (\$35,200)
5. 2028 audit and report: Thirty-Five Thousand, Nine Hundred Dollars (\$35,900)

- B. Except as expressly provided in this Agreement, CONSULTANT shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, printing or other similar expenses.

SECTION 3: TERM AND TERMINATION

A. Term

This Agreement shall be in effect for five (5) years upon execution of this Agreement unless terminated sooner pursuant to the terms of this Agreement.

B. 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.

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

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 accounting 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 attachment 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 Information

CONSULTANT agrees to ensure that any information obtained during the performance of this Agreement is used and maintained only in a manner permissible by 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 five (5) 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 professional 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 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.

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 this Agreement, authorize the use of state facilities or public funds for abortion-related activity.

Anti-Boycott of Certain Sectors. Pursuant to Idaho Code § 67-2347A, CONSULTANT certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or

agriculture or 2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).

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 Director of Finance and Employee Services 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:

Presnell Gage, PLLC
609 S. Washington St., Ste 202
Moscow, ID 83843

CITY:

Director of Finance
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.

This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

CITY:

City of Moscow, Idaho

Bill Belknap, City Supervisor

Laurie M. Hopkins, City Clerk

STATE OF _____)
) ss:
County of _____)

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

Attachment "A"

CITY OF MOSCOW AND URBAN RENEWAL AGENCY

STATEMENT OF QUALIFICATIONS

SUBJECT: Request for Qualifications

**PRESNELL GAGE, PLLC
Accounting & Consulting**

NICK NICHOLSON, PARTNER

**609 S Washington
Moscow, Idaho 83843**

**(208) 882-221
nnicholson@pg.cpa**

July 8, 2024

**CITY OF MOSCOW &
URBAN RENEWAL AGENCY**

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presnell
GAGE, PLLC
ACCOUNTING AND CONSULTING

609 S. Washington Street, Suite 202
Moscow, Idaho 83843
www.presnellgage.com

(208) 882-2211

Fax: (208) 883-3808

July 8, 2024

Sarah Banks
City of Moscow
PO Box 9203
Moscow, Idaho 83843

We are pleased to present our qualifications for performing the audits of the City of Moscow and the Urban Renewal Agency for the year ending September 30, 2024, with the option to perform the audits for each of the four subsequent fiscal years. We will perform the audits as required by Professional Standards.

Presnell Gage, PLLC is one of the largest CPA firms in the State of Idaho, with offices in Moscow, Pullman, Lewiston, Orofino, Grangeville, and Eagle. Our extensive experience in auditing Idaho cities and other governmental entities makes us well qualified to perform your audits. We have been the auditors for the City of Moscow for the last 24 years and the Urban Renewal Agency for the last 23 years. Our managing member has been with Presnell Gage, PLLC for 19 years and is a committed public accounting professional. The experience and maturity of our staff will provide the framework to assist the City with meaningful management service projects. Few CPA firms can provide this continuity and expertise.

This proposal is a firm and irrevocable offer for the fiscal year 2024. We understand the work to be conducted and agree to follow the time line established in the Request for Qualifications. All information contained in this Statement of Qualifications is true and accurate.

We are looking forward to continuing to serve you and believe we can provide you with high quality professional service. If you have any questions, please contact Nick Nicholson.

Presnell Gage, PLLC

Presnell Gage, PLLC

SCOPE OF SERVICES

Financial Statements

We will audit the general purpose financial statements of the City of Moscow and the Urban Renewal Agency for the fiscal year ending September 30, 2024 and the subsequent four fiscal years that are optional.

The objective of our audits will be the expression of an unmodified opinion on the general purpose financial statements, but our ability to express an opinion, and the wording of our opinion, will be dependent upon the facts and circumstances at the date of our report. If our opinion is other than unmodified, the reasons will be fully disclosed.

We will assist in the preparation of and will review the City's ACFR that will be in compliance with the standards established for the Government Finance Officers Association Certificate of Achievement. Our firm assists in the preparation of ACFRs for two cities and, therefore, has experience in this area.

Federal Single Audit Requirements

We will audit the general purpose financial statements of the City and report on the Schedule of Expenditures of Federal Awards in relation to the general purpose financial statements taken as a whole.

We will report on our understanding of the City's internal control structure and the assessment of control risk made as part of the financial statement audit as required under the *Government Auditing Standards* issued by the Comptroller General of the United State.

We will report on the internal control (accounting and administrative) systems used in administering federal financial assistance programs as required by the new Uniform Guidance.

Management Letters

It is the policy of our firm to provide comprehensive management letters or exit conferences in conjunction with all major financial statement engagements. These letters or conferences are designed to suggest improvements in accounting control, accounting policies and procedures, managerial practices, operational efficiency and other matters which will contribute to the overall operating abilities of our clients.

We anticipate continuing to meet with the administration, the Audit Committee, and other Council, or Board members, as requested, to discuss these items.

AUDITING STANDARDS

Formal Auditing Standards

Our audits will be performed in accordance with auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants, the Uniform Guidance, *Audits of States, Local Governments and Non-Profit Organizations*, and the Standards set forth in the *Government Auditing Standards* issued by the Comptroller General of the United States.

Continuing Professional Education

Presnell Gage, PLLC assures that all of our staff obtain at least 80 hours of continuing professional education (CPE) within a two-year period, with a minimum of 30 hours in one year. In addition, we assure that all professional staff are in compliance with the CPE requirements detailed in the *Government Auditing Standards*. These continuing education programs cover topics that address the special needs of our clients, our staff, and our firm as a whole.

Peer Review

A copy of our latest report issued by CPA Consulting, Inc., P.S., and performed using the standards established by the Peer Review Board of the AICPA will be enclosed each year with our annual engagement letter. These standards require that at least one governmental audit be reviewed. In fact, the reviewers selected multiple governmental audits in our most recent peer review.

PROPOSAL REQUIREMENTS

Independence

Presnell Gage, PLLC affirms that the firm is independent of the City and Agency as defined by auditing standards generally accepted in the United States of America, the U.S. General Accounting Office's *Government Auditing Standards*, and the *Code of Professional Conduct*.

Furthermore, Presnell Gage, PLLC has no conflict of interest with regard to any other work performed by the firm for the City of Moscow or the Urban Renewal Agency.

License to Practice in Idaho

Presnell Gage, PLLC affirms that all members and all assigned key professional staff are properly licensed to practice in the State of Idaho. The firm does employ certain accountants who are in the process of obtaining their licenses as Certified Public Accountants.

Firm Qualifications and Experience

Size of Firm

Presnell Gage, PLLC is an all-Idaho, regional firm established in Lewiston, Idaho in 1950. It has grown into one of the largest CPA firms in Idaho and has offices in Lewiston, Moscow, Pullman, Orofino, Grangeville, and Eagle. Work for this audit will be performed out of the Moscow and Lewiston offices. The following presents a recap of the total personnel in our firm:

<u>Personnel</u>	<u>Total</u>
Partners	8
Managers & Supervisors	7
Seniors	7
Other professional staff	<u>9</u>
	31
Support staff	<u>6</u>
	<u>37</u>

Our governmental audit team and the anticipated staffing for your audits is composed of the following:

<u>Audit Team</u>	<u>Governmental Audit Team</u>	<u>Proposed Staffing</u>
Partners	4	3
Managers & Supervisors	2	1
Other professional staff	<u>7</u>	<u>2</u>
	<u>13</u>	<u>6</u>

All proposed staffing in this engagement is expected to be employed on a full-time basis.

External Quality Control Review

Presnell Gage, PLLC is a leader in the AICPA Peer Review Program. The *Idaho Accountancy Act* requires that we have a peer review every three years. Presnell Gage, PLLC had the first peer review conducted in the United States under this program and has had 13 subsequent reviews, all of which have resulted in pass ratings. The last seven peer reviews included specific government engagements as required by professional standards.

State Desk Reviews

Most of the audits that we perform for governments are reviewed by the State Legislative Auditor. All audits were accepted as filed.

Disciplinary Actions

Presnell Gage, PLLC has not had any disciplinary action taken against the firm in the last three years. Presnell Gage, PLLC is not aware of any pending actions against the firm at this time.

Partner, Supervisory and Staff Qualifications and Experience

Our firm has a Governmental Audit Team that is charged with the responsibility of handling all audits of governmental units. Governmental units have audit and reporting requirements that are unique and specialized. By utilizing the same group of professionals on these audits, we are able to offer the individual entities an audit team that has a working knowledge of these special requirements. The team members selected for your audits are listed below.

Nick Nicholson, Engagement Partner

Mr. Nicholson has been engaged in public accounting since 2005 when he came to work for Presnell Gage, PLLC. Mr. Nicholson is licensed to practice as a Certified Public Accountant in the State of Idaho. He has been an active participant in the audits of cities as well as other governmental entities for the past 19 years. He is a member of the Idaho Society of CPAs. Mr. Nicholson has been a member of the City of Moscow audit team for the last 19 years. Mr. Nicholson will serve as the audit partner of your audits. During the last three calendar years, Mr. Nicholson had 73 hours of governmental specific continuing professional education.

Scott J. Dockins, Review Partner

Mr. Dockins has been engaged in public accounting since 1979 with Presnell Gage, PLLC. Mr. Dockins is licensed to practice as a Certified Public Accountant in the State of Idaho. His areas of auditing experience include school districts, municipalities, water and sewer districts, financial institutions, electric utilities, and lumber mills. He is a member of the American Institute of CPAs and the Idaho Society of CPAs. He is a qualified peer reviewer who has conducted over 100 reviews on CPA firms throughout the western United States. Mr. Dockins will provide final technical and quality review of the results of the audits.

Dawn A. Aliverti, Review Partner

Ms. Aliverti has been engaged in public accounting since 1994 and has been with Presnell Gage, PLLC, since 2004. She received a Bachelor of Science in Accounting from Central Washington University. Ms. Aliverti is licensed to practice as a Certified Public Accountant in the States of Idaho and Washington. She has extensive experience in audits of governmental entities (cities, URA, self-funded health plans), non-profit entities, for profit entities, and worker compensation exchanges. She continually receives specialized training in governmental auditing, federal single audit and yellow book requirements. She is a member in good standing of the American Institute of CPAs, Idaho State Board of Accountancy, and Washington State Board of Accountancy. During the last three calendar years, Ms. Aliverti had 58 hours of governmental specific continuing professional education.

Staff Accountants

Staff accountants will be chosen from the governmental audit team to the extent necessary. All staff accountants have completed or are in the process of obtaining their certification and licensing.

All clients of our firm for whom financial review or audit services are provided have a partner and supervisor assigned to their account. This team approach provides our clients with an assurance of accessibility to our firm and continuity of service. We will continue to provide a level of staff continuity to your organizations that will prove to be very satisfactory.

Similar Engagements with Other Government Entities

We have performed the audits for the City of Moscow and the Urban Renewal Agency since September 30, 2000. Other similar engagements are:

City of Lewiston

Report issued: Annual Comprehensive Financial Report

Dates performed: 1954-2023

Engagement partner: Dawn Aliverti, CPA

Principal client contact: Aimee Gordon, Finance Director, (208) 746-3671

Federal single audit performed: yes

Urban Renewal Agency of the City of Lewiston

Report issued: Independent Audit

Dates performed: 2008-2023

Engagement partner: Dawn A. Aliverti, CPA

Principal client contact: Aimee Gordon, Finance Director, 208-746-3671

Federal single audit performed: As required

Plummer/Worley Joint School District No. 44

Report issued: Independent Audit

Dates performed: 1988-2023

Engagement partner: Nick Nicholson, CPA

Principal client contact: Sara Allen, (208) 686-1211

Federal single audit performed: yes

City of Potlatch

Report issued: Independent Audit

Dates performed: 1998-2022

Engagement partner: Nick Nicholson, CPA

Principal client contact: Dave Brown, Mayor, (208) 875-0708

Federal single audit performed: As required

Nez Perce County

Report issued: Independent Audit

Dates performed: 1991-2023

Engagement partner: Thomas J. Luper, CPA

Principal client contact: Patty Weeks, Auditor, 208-799-3020

Federal single audit performed: Yes

Specific Audit Approach

City Personnel Assistance

We would expect the City personnel to prepare agreed-upon schedules and other data. Our audit approach will be designed to perform in the most efficient manner by allowing the City to perform the accounting procedures and allowing our personnel to perform auditing procedures.

We will assist in the preparation of all financial statements, auditor's reports, and schedules that must be included in the general purpose financial statements. City personnel will prepare additional schedules required for the ACFR.

General Financial Audit

Our general financial audit approach may be divided into four phases which, although distinct in the items they cover, may overlap and should be considered as an ongoing process. Results of subsequent phases may require the auditor to reassess the decisions arrived at in the prior phase and may necessitate changes in the approach to the audit.

A brief summary of the phases follows:

Phase I – Our initial audit objective is to gain an understanding of the City's accounting environment, the internal control structure, and the accounting system. This understanding will be obtained by review of system documentation, interviews with City personnel, and review of information prepared by City personnel.

During this phase, we will also draw upon our experience as auditors for this and other Idaho cities to consider the types of problems or adjustments that we may encounter.

Phase II – The second phase of our audit will include designing an audit program based upon the audit committee's and our expectations. This phase will include testing the City's accounting procedures and assessing the degree of reliance we can place on those systems. As noted under Phase III, we believe that some of the revenue and expenditure tests are most efficiently completed by corresponding with State and County officials to verify the completeness of City revenues and expenditures.

We generally use nonstatistical sampling methods as outlined in accounting standards because the sampling procedure is only one of the audit procedures performed on an account balance or a class of transactions. If we were placing sole reliance on the sampling procedure, we would use statistical sampling procedures. We use sample sizes as outlined in accounting standards and generally use a random number selection process, although in some situations a systematic sampling method is more appropriate. Sampling tests will be performed in testing the City's internal control structure and also in compliance testing for the Single Audit requirements.

Phase III – The third phase of our audit involves the year-end testing of account balances. For the City of Moscow and the Urban Renewal Agency, these procedures will include correspondence with the State and County officials as a cost effective method of testing the City's financial statements as well as our procedures to test internal accounting records.

Phase IV – The fourth phase is preparation and publishing of the statements, the management letter, if necessary, along with meetings with City and URA personnel.

Staffing and Hours by Phase

Phase I procedures will be performed by the engagement partner and the in-charge supervisor. This phase should take approximately 30 hours. Designing the audit program in Phase II will again be done by the engagement partner and the in-charge supervisor. The bulk of the testing will be performed by the in-charge supervisor and the staff accountants. This phase should take approximately 50 hours. Phase III procedures will be performed mainly by the in-charge supervisor and staff accountants with supervision by the engagement partner as required. This phase should take approximately 165 hours. Phase IV procedures will be performed mainly by the in-charge supervisor and staff accountants with supervision by the engagement partner as required. This phase should take approximately 80 hours.

Use of Analytical Procedures

We make extensive use of analytical procedures during the audit. These procedures include comparisons to prior years, comparisons to budget, certain ratio and cost analysis, and analysis of client-specific relationships and their reasonableness.

Use of EDP Software

We utilize "ProSystems" audit software for our own workpapers and analysis and do not use any software that interacts directly with the City's EDP system. However, we do request final trial balances in Microsoft Excel format if possible. Our approach on this engagement would be to audit around the EDP system rather than through it. Our use of the Pro-Systems software allows us to be more efficient in our audit as well as provide detailed trial balances and proposed adjustments to the City staff for their review and approval.

Determining Applicable Laws and Regulations

We will determine the laws and regulations that are subject to audit test work through our knowledge of Idaho cities, research of program documentation, and inquiry of City personnel.

Identification of Anticipated Potential Audit Problems

Based on preliminary discussions with the Finance Director and our knowledge of the controls in place at the City and the Agency, we do not anticipate any audit problems requiring extended assistance from your personnel. Of course, this may change during the audit process. If such an event should occur, we would contact you or the audit committee prior to performing any additional services.

Cost Proposals

Our proposed fees for the fiscal years ending September 30, 2024-2028 are presented below. These fees are "total, all-inclusive, maximum prices" and will not increase as long as there is no significant decline in City and Agency participation where a corresponding increase in outside accounting assistance is required. Any decline in client participation will be discussed with the Finance Director prior to incurring additional accounting fees.

	<u>CITY</u>	<u>URA</u>
2024 audit and report	33,150	6,050
2025 audit and report	33,800	6,200
2026 audit and report	34,500	6,350
2027 audit and report	35,200	6,500
2028 audit and report	35,900	6,650

The proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: Nick Nicholson

Name of Official: Nick Nicholson

Title: Certified Public Accountant, Partner

Firm: Presnell-Gage, PLLC

Address: 609 S Washington, Suite 202, Moscow, ID 83843

Email: nnicholson@pg.cpa

Firm Home Page Address: www.pg.cpa

Date: July 8, 2024

Report on the Firm's System of Quality Control

March 14, 2021

To the Partners of Presnell Gage, PLLC and the
Peer Review Committee of the Nevada Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Presnell Gage, PLLC (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Presnell Gage, PLLC in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Presnell Gage, PLLC has received a peer review rating of *pass*.

BPM LLP

BPM LLP
Certified Public Accountants

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 23, 2024



AGENDA ITEM TITLE

City of Moscow Utility Billing Policy Update (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

Bill Belknap, City Supervisor

DESCRIPTION

In accordance with Moscow City Code, property owners are responsible for the cost of utility services delivered to their property(s), regardless of the user of the utility being provided. The City of Moscow has historically provided property owners with the convenience of billing a non-owner occupant (tenant) even though the City is under no legal obligation to do so. On February 16, 2021, the City formalized the Utility Billing process, Resolution 2021-01, by adopting the City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive. On August 19, 2024, the Idaho Supreme Court issued a decision that confirmed the City's ability to hold property owners responsible for the utility services provided to their property, but the Court found that the City did not provide enough detail within the Utility Billing Application regarding the means by which the City could pursue to collect unpaid balances through the use of property liens. This decision necessitates an amendment to the City of Moscow's Utility Billing Policy, Utility Billing Application, and Tenant Utility Billing Directive to continue to provide the convenience of tenant billing to property owners. The Utility Billing Policy, Utility Billing Application, and Utility Billing Directive have been amended to remove the reference to the use of liens and instead state that the City may pursue any available legal remedies (which would include court-approved liens if necessary) for non-payment of unpaid balances. The new Application and Billing Directive forms will be utilized as tenants transition in the future. Only approximately 900 of the City's approximately 6,000 utility billing accounts currently utilize a Tenant Utility Billing Directive.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend for approval of the updated City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Tenant Utility Billing Directive, or provide staff with further direction.

STAFF RECOMMENDATION

Recommend approval of the updated City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024 _Utility Billing Revisions_final with attachments

RESOLUTION 2024-__

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPEAL OF RESOLUTION 2021-01 AND FOR SAID RESOLUTION TO BE REPLACED WITH THIS RESOLUTION ADOPTING A REVISED UTILITY BILLING POLICY; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Mayor and Council have an interest in promoting the health, safety and the general welfare of all citizens of the City of Moscow; and

WHEREAS, Idaho cities are authorized by Idaho Constitution Article XII, Section 2, to enforce, within the city limits all such local police, sanitary and other regulations as are not in conflict with the city's charter or with the general laws of the state; and

WHEREAS, the City has a system for the collection, transmission and disposal of sanitary sewage from domestic, commercial, industrial and such other uses and purposes for which said system may be used (MCC Title 5, Chapter 3, Section 3-1, et seq.); and

WHEREAS, the City is authorized to impose and cause to be collected fees for services provided by the City, which includes fees for water, sewer, stormwater and sanitation (I.C. 63-1311); and

WHEREAS, the City shall establish by rule and regulation a system of billing, collection and enforcement of all water charges (MCC Title 5, Chapter 4, Section 4-12); and

WHEREAS, the City is authorized to recommend rules and regulations to enforce the provisions of Chapter 4, Water Regulations (MCC Title 5, Chapter 4, Section 4-25); and

WHEREAS, on February 16, 2021, the City adopted Resolution 2021-01 adopting the City of Moscow Utility Billing Policy, City of Moscow Utility Billing Application, and City of Moscow Utility Billing Directive; and

WHEREAS, on August 19, 2024, the Idaho Supreme Court issued a decision that necessitates an amendment to the City of Moscow's Utility Billing Policy, Utility Billing Application, and Tenant Utility Billing Directive;

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:

1. That City of Moscow Resolution 2021-01 be repealed in its entirety and replaced with this Resolution. That any City of Moscow Resolution inconsistent with the policy adopted herein shall be and are hereby superseded by the policy attached as Exhibit "A".
2. That the revised City of Moscow Utility Billing Application for Use of City Utility Services, attached as Exhibit "B" and the revised City of Moscow Tenant Utility Billing

Directive for Use of City Utility Services, attached as Exhibit “C” are approved and adopted.

3. That the utility billing policies set forth herein be utilized to guide City Management and the City Finance Department in matters related thereto.
4. That provisions of this Resolution and the attached Exhibits shall be deemed severable and the invalidity of any provision of this Resolution or of the attached Exhibits shall not affect the validity of the remaining provisions.
5. That this Resolution shall become effective upon its passage and approval.

PASSED on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Hailey Lewis	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Gina Taruscio	_____	_____	_____	_____
Julia Parker	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____

ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this ____ day of _____, 2024.

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, Idaho held on _____, 2024 and attest to the Mayor’s signature.

Laurie M. Hopkins, City Clerk

Exhibit "A"

MOSCOW UTILITY BILLING POLICY

This policy shall establish City of Moscow (CITY) procedures and requirements regarding utility billing including property owner and tenant billing, deposits, delinquent accounts, service shut-off, and leak adjustment requirements.

In accordance with Moscow City Code, property owners are responsible for the cost of utility services delivered to their property(s), regardless of the user of the utility being provided. Under this policy, the City of Moscow Finance Department is authorized to provide property owners with the convenience of billing a non-owner occupant (TENANT) even though the CITY is under no legal obligation to do so. To provide this convenience, the Property Owner (OWNER) must complete and submit a City of Moscow Utility Billing Application for Use of City Utility Services (Application) and a City of Moscow Tenant Utility Billing Directive for Use of City Utility Services (Tenant Directive) authorizing CITY to send the bill directly to a TENANT. The OWNER is responsible for all utility billings assessed to the property regardless of the party utilizing the service.

Section 1. Sign-up (Initiation) Procedures

1. Initiation of service to a property (which includes Water, Sewer, Sanitation, and Stormwater) can be made by the OWNER in person at the Finance Department, 206 E. Third Street (City Hall) or by telephone, 208-883-7043. Completion of an Application by OWNER is required before activation of City Utility Services. Applications are available at the Finance Department or online at the City of Moscow's website (www.ci.moscow.id.us). Completed applications can be mailed to PO Box 9203, Moscow, ID, 83843, turned in to the City of Moscow Finance Department, attn: Utility Billing Specialist, or emailed to utilitybilling@ci.moscow.id.us.
2. CITY shall prepare and mail utility bills to the address provided in the Application, or the Tenant Directive, at the time of initiation of service. OWNERS or TENANTS may opt to receive e-bills. An active email address must be provided with this request. Failure to receive a bill, regardless of the cause, shall not constitute a waiver by the CITY for amounts owing for utility services or penalties.
3. Each utility bill is prepared and mailed on approximately the first business day of each month and is due by the 20th of that same month. If payment has not been made by the next utility billing due date (30 days past due) a billing statement (including past due balance and late fee, see Section 5) shall be mailed to the address provided in the Application or Tenant Directive. If payment has not been made by the final delinquency date, which shall be the last day of the following month (e.g., The June bill is mailed on June 1 and payment is due on June 20. If payment is not received by July 20, late fees shall be assessed. If the bill is not paid by July 31, utility service shut-off shall commence.), all provisions of the utility shut-off process (defined in Section 5, Delinquent Accounts) shall apply.

4. OWNER or TENANT may not initiate or reinstate service to a property without payment of all outstanding bills for utility services delivered to that property.

Section 2. Non-Owner-Occupied Property

1. A TENANT may not initiate service until:
 - A. All outstanding bills owed for utility services to the property have been paid in full; and
 - B. CITY has received a Tenant Directive, signed by the OWNER, or the OWNER's duly authorized agent, which acknowledges OWNER responsibility for all bills for utility services to the property.
2. All TENANTS billed under an approved Tenant Directive shall be required to provide a utility payment deposit as established by Council Resolution. Utility payment deposits are charged to the utility account upon initiation of services and must be paid with the first utility bill. Utility payment deposits will remain credited to the TENANT account until either OWNER, or CITY closes the TENANT account.
3. When a TENANT account is closed (either by action of OWNER or CITY) and an outstanding balance exceeding the utility payment deposit is owed on the account, a notice shall be mailed to OWNER informing OWNER of the outstanding balance owed. When the utility payment deposit exceeds the outstanding balance by \$25.00 or more, CITY will issue a refund check to TENANT or OWNER. If the utility payment deposit exceeds the outstanding balance by less than \$25.00, CITY will not issue a refund check unless requested by TENANT or OWNER.
4. If the outstanding account balance has not been paid within 30 days of account closure, utility services to the property may be terminated. Services may not be reinstated until the outstanding balance has been satisfied. A shut-off fee, as established by Council Resolution, will be charged for reconnecting water service.
5. Upon request, current utility account balances will be provided to any title company or bank making such a request at the time of property sale or foreclosure. CITY reserves the right to notify the title company of delinquent accounts.

Section 3. Owner Occupied Property

1. OWNER may not initiate or reinstate utility service to a property without payment of all outstanding utility bills. A shut-off fee, as established by Council Resolution, will be charged for reconnecting water service.
2. Upon request, current utility account balances will be provided to any title company or bank making such a request at the time of property sale or foreclosure. CITY

reserves the right to notify the title company of delinquent accounts.

3. OWNERS who are recorded as the property owner by the records of the Latah County Recorder shall not be required to provide a utility payment deposit.

Section 4. Delinquent Accounts

1. All delinquent accounts, thirty (30) days past due, will be assessed a late fee as established by Council Resolution. All delinquent accounts, forty-five (45) days past due, will be subject to water disconnection and a shut-off fee as adopted by Council Resolution will be assessed. Upon shut-off, all current and delinquent amounts must be paid in full before service to the property will be restored.
2. CITY will not accept responsibility for damage to property and equipment, inconvenience, or loss of opportunity resulting from discontinuation of service in compliance with this policy.

Section 5. Uninhabitable Property

If water service to an occupied property is discontinued for ten (10) or more days due to non-payment and shut-off, the property may be deemed uninhabitable by the City of Moscow Building Official due to the lack of sanitary facilities.

Section 6. Payment Arrangements

If an OWNER or TENANT is unable to pay the balance on their account, CITY may allow the OWNER or TENANT to establish a payment plan to enable the OWNER or TENANT to meet their financial obligation under the following conditions:

1. Payment arrangements can only be requested before suspension of services (shut-off) due to non-payment and will only be offered to OWNER, or with TENANT of OWNER who have been granted permission in the Tenant Directive that TENANT is permitted to enter into payment agreements with CITY.
2. Once utility service has been suspended, all current and delinquent amounts must be paid in full before utility service to the property will be restored.
3. Where payment plans are approved, the past due balance will be divided evenly over three (3) consecutive billing cycles and will be due, along with the current month's billing amount, by the 20th of every month.
4. Failure to make the required payments by the 20th of each month will result in the termination of the payment plan and immediate suspension of utility services. Utility services will only be restored when the balance is paid in full and any other fee associated with the suspension of utility services is paid before service will be reinstated.

5. Once an OWNER or TENANT has failed to fulfill the obligations of a payment plan, CITY will not allow the OWNER or TENANT to enter into a payment plan for twelve (12) months following the date of the default.
6. There is no penalty to the OWNER or TENANT for paying the balance owed in full before the end of the payment plan period.

Section 7. Leak Adjustments

CITY promotes and regulates the responsible use of water within Moscow City Limits and those benefiting from the water services provided by CITY. Moscow City Code Title 5, Chapter 4, Section 4-8. A. makes it unlawful for “any person to waste water or allow it to be wasted by imperfect or leaking stops, valves, pipes, closets, faucets or other fixtures, or to use water closets without self-closing valves, or to use water in violation of the Chapter regulating said use of water.” The OWNER is responsible for all piping and fixtures leading from the water meter to the premises served.

The purpose of the City of Moscow’s Leak Adjustment Policy is to establish a clear and consistent policy to make determinations on utility bill adjustment requests from OWNER regarding unusually high utility bills resulting from water leaks that occur due to causes beyond the reasonable control of the OWNER. Such leaks may include the rupture of the underground domestic service lines, spontaneous failure of plumbing fixtures or appliances, and similar unforeseeable events. Adjustments shall not be made for faucet leaks, toilet leaks, water hose leaks, outdoor irrigation system leaks, or any leaks that are readily discoverable or that resulted from negligence or neglect of the OWNER or TENANT.

To be eligible for any billing adjustment, leaks must be repaired by the OWNER promptly following detection to prevent discontinuation of service and waste of water. If a billing adjustment is granted pursuant to this policy, CITY will adjust no more than the two (2) highest bills during the period the leak occurred. A determination of whether an adjustment is granted shall be made at the sole discretion of the Finance Director, or their designee, and shall be final. The OWNER or TENANT has no right to an adjustment. Understanding the unique nature of some unanticipated and unforeseen water leaks, CITY is providing an opportunity for the OWNER to request relief from those accrued water charges based on the eligibility criteria contained herein.

Eligible Criteria for Leak Adjustment

1. The person requesting an adjustment must be the OWNER as evidenced by the Application on file with the City of Moscow Finance Department. It is the OWNER’s burden to provide the requisite proof to meet the criteria of a qualified leak under this policy.
2. Qualifying Leak:
 - A. The water bill increase was due to a water leak caused by circumstances beyond the reasonable control of OWNER or TENANT such as the rupture of the

underground domestic service lines, spontaneous failure of plumbing fixtures or appliances, or similar unforeseeable events;

- B. The water leak was not caused by faucet or toilet leaks, water hose leaks or outdoor irrigation systems;
 - C. There is no evidence that the excessive water use was due to an intentional or negligent act of the OWNER or TENANT; and
 - D. OWNER or TENANT took corrective action regarding the water leak within twenty-four (24) hours after discovering the leak or being notified of a possible leak, which includes but is not limited to notification to the OWNER by CITY via billing, letter, door hanger, phone call, email or by any other communicative means.
- 3. The OWNER provides CITY with proof that the leak has been repaired within thirty (30) days from the billing date for the period in which the water loss occurred. The proof shall include a receipt of an invoice from a licensed plumber/contractor or repair parts receipts where the OWNER performs the repairs. Photo documentation of the repair is recommended but not required. In some cases, a site visit by CITY may be required.
 - 4. The determination of whether the proof provided by the OWNER is sufficient shall be at the discretion of the Finance Director or their designee.

Leak Adjustment Calculation

The Leak Adjustment shall be calculated as follows:

- 1. The maximum billing adjustment shall be no more than one-half of the calculated water loss resulting from the eligible water loss event.
- 2. Utility bill adjustments will be limited to no more than one (1) adjustment covering up to two (2) billing periods for the qualifying leak event.
- 3. CITY will utilize the highest water usage during the same billing periods during which the qualifying leak occurred from the preceding two years to determine the property OWNER or TENANT normal use.
- 4. OWNER shall be responsible for payment of the remainder of the calculated water use after the billing adjustment above the normal use at the appropriate rate, as determined by the Finance Director or designee.
- 5. No adjustment shall be made for a charge or a surcharge that is not based on the quantity of water delivered.

6. CITY will not provide any additional future billing adjustments for a qualifying leak that previously resulted in a billing adjustment.

Exhibit "B"



CITY OF MOSCOW UTILITY BILLING APPLICATION FOR USE OF CITY UTILITY SERVICES

Property Owner Information:

Name(s): _____

Service Address: _____

Mailing Address (if different than above): _____

E-Mail Address(es): _____

Phone Number(s): _____

Requested Start-Up Date: _____

Garbage Roll Off Cart Size ☐ 35 Gallon ☐ 65 Gallon ☐ 95 Gallon ☐ N/A

Recycling Roll Off Cart Size ☐ 65 Gallon ☐ 95 Gallon ☐ N/A

The undersigned, being the Property Owner of the above-described property and account, does hereby request services for city utilities, which includes water, sewer, sanitation, and stormwater to be activated and provided to the above-described service address.

I/we do hereby acknowledge that I/we have been advised, and I/we agree, that I/we will remain legally responsible and liable for unpaid account balances for utility services, as provided by Title 5 of Moscow City Code, assessed against the service address, regardless of who uses the service. I/we further acknowledge that the City may pursue any available legal remedies for nonpayment of any and all unpaid balances due for utility services. I/We understand that failure to receive a bill for utility services does not constitute a waiver by the City of Moscow for amounts owing, regardless of the cause.

**ANY UNPAID BALANCES ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.
SERVICES MAY BE DISCONTINUED FOR NON-PAYMENT AND WILL NOT BE
REACTIVATED UNTIL THE UNPAID BALANCE IS PAID IN FULL.**

Provisions of this City of Moscow Utility Billing Application for use of City Utility Services shall be deemed severable and the invalidity of any provision of this Application shall not affect the validity of the remaining provisions.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am the property owner and/or have the authority to bind Property Owner to the terms of this application.

Signed: _____

Dated: _____

Property Owner / Property Manager

Printed Name: _____

Signed: _____

Dated: _____

Property Owner / Property Manager

Printed Name: _____

I would like to receive my bills electronically:

☐

Yes

☐

No

Submit completed forms via:

- email to: utilitybilling@ci.moscow.id.us
- mail to: Moscow Finance Department | PO Box 9203 | Moscow, ID 83843
- deliver in person to: City Hall – Finance Department | 206 E Third Street | Moscow, ID

Exhibit "C"



CITY OF MOSCOW TENANT UTILITY BILLING DIRECTIVE FOR USE OF CITY UTILITY SERVICES

Property Owner Information:

Name(s): _____
Mailing Address(es): _____
E-Mail Address(es): _____
Phone Number(s): _____
Property Owner's Utility Billing Account #: _____
Service Address: _____

Tenant Information:

Name(s): _____
Mailing Address(es): _____
E-Mail Address(es): _____
Phone Number(s): _____
Move in Date: _____
Lease Start Date: _____ Lease End Date: _____
Garbage Roll Off Cart Size ☐ 35 Gallon ☐ 65 Gallon ☐ 95 Gallon ☐ N/A
Recycling Roll Off Cart Size ☐ 65 Gallon ☐ 95 Gallon ☐ N/A

The undersigned, being the Property Owner of the above-described property and account, does hereby instruct the City of Moscow (CITY) to send the monthly billing statement for city utility services, which includes water, sewer, sanitation, and stormwater to the above-referenced address in care of the Tenant and relinquishes my/our authority to terminate services to the property while occupied by Tenant so long as the account remains in good standing.

I/we understand that the above-described property and account will remain in the "Property Owner's" name(s) and the billing for services will be sent to the person(s) named herein at my/our request. I/we will notify CITY of vacancy for a final read. I/we further agree that subsequent tenants shall be authorized to receive billings on the account only after Property Owner submits a new Billing Directive Application.

I/we acknowledge that I/we will not receive monthly statements for this account. If the account becomes delinquent, I/we will receive a copy of each delinquency notice that is sent to the Tenant.

THIS REQUEST SHALL REMAIN VALID UNTIL THE PROPERTY OWNER NOTIFIES THE CITY OF MOSCOW AND/OR A NEW COMPLETED AND FULLY EXECUTED BILLING DIRECTIVE IS FILED WITH THE CITY FINANCE DEPARTMENT AT 206 E. THIRD STREET, MOSCOW, IDAHO 83843.

A NEW TENANT'S NAME WILL NOT BE ADDED UNTIL THE CURRENT ACCOUNT IS PAID IN FULL. SERVICES MAY BE DISCONTINUED FOR NON-PAYMENT AND WILL NOT BE REACTIVATED UNTIL THE UNPAID BALANCE IS PAID IN FULL.

DO YOU AUTHORIZE THE CITY OF MOSCOW TO MAKE PAYMENT ARRANGEMENTS WITH TENANTS? YES_____ NO_____

Provisions of this City of Moscow Tenant Utility Billing Directive for use of City Utility Services shall be deemed severable and the invalidity of any provision of this Application shall not affect the validity of the remaining provisions.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am the property owner and/or have the authority to bind Property Owner to this Billing Directive.

Signed: _____ Dated: _____
Property Owner / Property Manager

Printed Name: _____

Signed: _____ Dated: _____
Property Owner / Property Manager

Printed Name: _____

I, Tenant, authorize the City of Moscow to directly bill me for services at the property address noted above.
I, Tenant, acknowledge that nothing herein shall affect any separate rental agreement with Property Owner.
I, Tenant, understand that there will be a utility payment deposit charged by the City of Moscow, as established by Council Resolution, upon initiation of services that must be paid with the first utility bill.
I, Tenant, understand that failure to receive a bill for utility services does not constitute a waiver by the City of Moscow for amounts owing, regardless of the cause.

I certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am Tenant in this Billing Directive.

Signed: _____
Tenant

Dated: _____

Printed Name: _____

Signed: _____
Tenant

Dated: _____

Printed Name: _____

I would like to receive my bills electronically:

☐ Yes

☐ No

Submit completed forms via:

- email to: utilitybilling@ci.moscow.id.us,
- mail to: Moscow Finance Department | PO Box 9203 | Moscow, ID 83843
- deliver in person to: City Hall – Finance Department | 206 E Third Street | Moscow, ID

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 23, 2024



AGENDA ITEM TITLE

Idaho Outdoor Recreation Fund Grant Application (ACTION ITEM) - Alisa Anderson / Scott Bontrager

RESPONSIBLE STAFF

Alisa Anderson, Grants Manager, Scott Bontrager, City Engineer

ADDITIONAL PRESENTER(S)

DESCRIPTION

The City received notification of a grant opportunity through the Outdoor Recreation Fund Advisory Council (ORFAC) accepting applications to build projects that expand recreational opportunities. For 2024, ORFAC has been allocated \$5 million dollars to spend on capital projects (trails, bridges, campgrounds, etc.) that create or enhance outdoor access. The funding for these projects is provided by the American Rescue Plan Act (ARPA) which requires projects to be under contract by the end of 2024 and completed before the end of 2026. The grant application deadline is September 30, 2024. City staff has identified two park projects that meet the Priority Merit and Scope Questions in the attached Outdoor Recreation Fund Application. The first project is the Mountain View Park Connector Pathway, which includes construction of an 8-foot-wide pedestrian pathway to connect the two parking lots and provide ADA access between parking lots and park playground, restroom facilities, and Paradise Path, estimated to cost \$68,061. The second project is the Anderson Frontier Park Pathway Connection, which is also an ADA access connector between Anderson 7th Addition subdivision and the interior path system of the park, estimated to cost \$72,033. Attached to this report are the Capital Improvement Program descriptions for both projects. Engineering has design work in process for both projects and could be ready to bid shortly after a grant award in order to execute a contract by year-end 2024 for a 2025 construction project. In order to make sure a grant award will cover all construction costs, staff is requesting to submit an application in an amount not to exceed \$160,000. Staff will include engineering, design, and construction management as in-kind match to the project estimated at 15% of the total construction costs. No cash match is required under this program.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Approval to submit a grant application not to exceed \$160,000 to the Idaho Outdoor Recreation Fund, or provide staff further direction.

STAFF RECOMMENDATION

Approval to submit a grant application not to exceed \$160,000 to the Idaho Outdoor Recreation Fund.

OTHER RESOURCES

Engineering, Parks, Grants and Finance Departments

FISCAL IMPACT

Matching cash funds are not required for this request.

PERSONNEL IMPACT

ATTACHMENTS

1. IORF Grant Request
2. 2024 CIP MV & AF Park Connector Pathways

Alisa J. Anderson

From: Dani Parmenter <dani.parmenter@commerce.idaho.gov>
Sent: Friday, September 6, 2024 1:02 PM
To: rick@alturaidaho.com; siona@alturaidaho.com; taci@alturaidaho.com; Deb Smith; Dodd Snodgrass; mmiller@clearwater-eda.org; sbybee@mindspring.com; teresa.r@cityofBuhl.us; kenziecastor@outlook.com; clerk@greenleaf-idaho.us; miriahpfeifferga@gmail.com; cityclerk@cityofmelba.org; Alisa J. Anderson; joannemcpheetersgrants@yahoo.com; d.martindale@cityofosburn.org; chughes@sandpointidaho.gov; kparker@compassidaho.org; ltankersley@crestline-eng.com; hendricksb@byui.edu; ghanes1965@gmail.com; cerickson@greatwesteng.com; kpierson@greatwesteng.com; lmoisey@greatwesteng.com; crystal.jensen@hdrinc.com; Mike.boeck@hdrinc.com; tkuber@hmf-llc.com; jconsulting.id@gmail.com; acoffelt@jub.com; jkrueger@jub.com; lbachman@jub.com; csturlin@Kellerassociates.com; ofrongner@kellerassociates.com; amarquez@kellerassociates.com; cdelao@kellerassociates.com; Cbroadway@kellerassociates.com; dlasko@kellerassociates.com; dbacon@kellerassociates.com; mcole@kellerassociates.com; mdevroede@kellerassociates.com; mcushing@kellerassociates.com; mrobertson@kellerassociates.com; lisah@kelticengr.com; dkomberec@kcgov.us; kristina.gillespie@merrick.com; Knunneley@pacni.org; nmabile@pacni.org; laura@premioservices.com; adeannajenkins@csi.edu; jmccurdy@csi.edu; MAMcfarlane@csi.edu; pamfinley12@gmail.com; amanda@sicog.org; aubrey.carlsen@sicog.org; charity@sicog.org; emma@sicog.org; jules.belyea@sicog.org; krystal@sicog.org; layne.bourgeois@sicog.org; nate.mortimer@sicog.org; jkinzer@cityofstmaries.org; awelker@kunaid.gov; tbrocke@cityoflewiston.org; djames@mccall.id.us; kellym@prestonid.us; ahill@cityoffrigby.com; leslie.garner@rupert.id.us; afealko@centurytel.net; elmorecountyedpro@gmail.com; tcolton@elmorecounty.org; tracy.reed@tdhengineering.com; KWinslow@to-engineers.com; wmsted@aol.com; lturner@welchcomer.com; christopher.e.doman@gmail.com; crystalcampbell8.1.14@gmail.com; susiehicks55@outlook.com; kellyh418@gmail.com; Kate Selvage
Subject: Visit Idaho - Outdoor Recreation Funding Opportunity

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

Grant Administrators:

Please see funding opportunity announcement below...

Visit Idaho is sharing information about this important opportunity available through the Outdoor Recreation Fund Advisory Council. The application deadline is September 30 so please act quickly if you're interested. Please direct questions to the contact below. Thank you!

**Outdoor Funding Council Seeks Candidate Projects
to Enhance Recreation in Idaho**

The Outdoor Recreation Fund Advisory Council (ORFAC) is accepting applications to build projects that expand recreational opportunities within Idaho. For 2024, the council has \$5 million to spend on capital projects (trails, bridges, campgrounds, etc.) that create or enhance outdoors access.

Funding for this round of projects comes from the American Rescue Plan Act, which carries firm timelines for any funds to be obligated and spent. The Council seeks projects that can be under contract by the end of 2024 and completed before the end of 2026.

“This represents a great, potential opportunity for those who have shovel-ready projects, or ones that are close to it, to build facilities that create new access to the outdoors,” said Susan Buxton, director of the Idaho Department of Parks and Recreation and an ORFAC council member. “We want proposals that can be done quickly and give the recreating public something new opportunities.”

Governor Brad Little and Idaho Legislature in early 2023 provided the initial \$5 million for ORFAC’s work, which resulted in several proposals that are in the planning stage. Earlier this year, the Legislature, with Governor Little’s support, approved a second round of funding.

The Governor’s order creating the council targets “opportunities for camping, fishing, hunting, accessing trails and other outdoor pursuits” for potential projects. IDPR, the Idaho Department of Fish and Game and the Idaho Department of Lands are charged to work cooperatively to propose projects, manage under-utilized resources and monetize outdoor recreation for long-term sustainability.

The application deadline is September 30, 2024.

For more information on ORFAC or to apply for a project, see <https://parksandrecreation.idaho.gov/orfac/>.

For more information about the Council and its work, contact ORFAC Coordinator Skylar Jett at skylarjett13@gmail.com or at 208-599-3264.

Thanks,

Dani Parmenter | Community Development Specialist
Idaho Department of Commerce
[700 W State Street Boise, Idaho 83702](https://www.idaho.gov/700-W-State-Street-Boise-Idaho-83702)
Direct: 208-287-3151
Cell: 208-860-5262
dani.parmenter@commerce.idaho.gov



Outdoor Recreation Fund

APPLICATION

Contact Information

Applicant		Contact	
Address:		Phone:	
	<i>Street address</i>		
		Email:	
	<i>City</i>		<i>State</i> <i>Zip Code</i>
Supports:	Camping ☐ Fishing ☐ Hunting ☐ Trails ☐ Other ☐	Project Cost	\$
Project Location			

Briefly describe the overall project concept:

Common Name of Project:
Description:

Priority Merit and Scope Questions

1. Describe how this project:
 - a. Improves under-utilized outdoor recreation resources. (15 points)
 - b. Enhances recreation access. (15 points)
 - c. Increases revenue and potential revenue estimates. (15 points)
 - d. Improves long-term outdoor recreation sustainability. (15 points)
2. Describe the current outdoor recreation access deficiencies and how they may be corrected with the development of this project. Explain why this project is needed. (8 points)
3. Project Urgency. Describe the urgency of this project due to potential resource damage or other impacts that may cause an opportunity to be lost if no action is taken. If this project is not funded, what effects will it have? (8 points)
4. Justify the need and demand for the project. Describe the current use in the area and the potential use expected with this project. (8 points)
5. Describe the provisions for ongoing maintenance and operation of the project (who will be responsible for the maintenance and operation and what is the estimated annual budget to do so)? (8 points)
6. Describe planning, construction methods and schedule. The scope of work description should line up with budget items in project spreadsheet. (8 points)

Project Elements

1. Please provide a location map (where does this project reside within Idaho), site map, and a general description of the area.
2. Is there (or will there be) a use fee at this location? If yes, justify the need to charge and specify the amount. How will the fee be collected?
3. If applicable, describe how you announced this project to the public in a way to collect public comment. Attach proof that the public had a reasonable public comment period.
4. Does this project require any necessary environmental permits or National Environmental Policy Act (NEPA) documentation? If yes, describe:
5. Ownership. Describe the land ownership of the property where the project is located.
6. If available, provide a concept design plan.

Funding Note:

1. The money is appropriated with IDPR under its Capital Development program budget for FY 2024.
2. The winning state agency(s) must demonstrate how they will have sufficient appropriation to spend the funds. There is no mechanism available to IDPR to "transfer" our appropriation. It will be up to the winning agency(s) to address their budget.
3. If reimbursement, prior written approval to transfer funds from capital outlay to the T&B classification is required.
4. **If funds are advanced by the Director of IDPR, applicant must submit an invoice or a quote not to exceed the amount of the award, and, for the services to be provided as outlined in the grant.**

BUDGET

Project Name: _____

		Source of Funding		
Project Components	Total Cost	MATCH	GRANT	Amount Approved
TOTALS				
% of TOTAL	100%	%	%	%

Disclaimer and signature

I certify that my answers are true and complete to the best of my knowledge.

It is hereby mutually agreed and understood that the use of these funds will be for the purposes stated in this document only and are subject to the terms of the Grant Agreement for this project, as signed by the authorized individuals.

Signature: _____

Date: _____



What is the Recreation Fund Council?

The Idaho Outdoor Recreation Fund Advisory Council was **created** by Gov. Brad Little and the Idaho Legislature to recommend projects to expand outdoor recreation or access to it in Idaho. Examples could include expansion of recreational facilities (parks, trails, boating, etc.) or agreements to gain entry to new areas for public recreation.

The Legislature in early 2023 **provided** \$5 million in initial funding for the council's work. In the 2024 session, the Legislature provided a second, \$5 million installment for distribution.

New Projects Needed - The Council recently asked for candidate projects for 2024, asking for **applications** for be submitted by September 30, 2024.

Funding for this round of projects comes from the American Rescue Plan Act, which carries firm timelines for any funds to be obligated and spent. The Council seeks projects that can be under contract by the end of 2024 and completed before the end of 2026.

Gov. Little's executive order creating the council targets "opportunities for camping, fishing, hunting, accessing trails and other outdoor pursuits" for potential projects. IDPR, the Idaho Department of Fish and Game and the Idaho Department of Lands are charged to work cooperatively to propose projects, manage under-utilized resources and monetize outdoor recreation for long-term sustainability.

About the Council - Council members are:

- Tom Schultz, Council Chair
- Susan Buxton, Director, Idaho Department of Parks and Recreation
- Jim Fredericks, Director, Idaho Department of Fish and Game
- Dustin Miller, Director, Idaho Department of Lands
- James Petzke, Representative, Idaho Legislature, District 21, Seat A
- Gretchen Hyde, Director, Rangeland Resources Commission
- Mark Pratt, Idaho Cattle Association
- Kari Kostka, The Nature Conservancy
- Benn Brocksome, Idaho Sportsmen
- Dave Lent, Senator, Idaho Legislature, District 33
- Laurel Sayer, President, Perpetua Resources
- Sandra Mitchell, Idaho State Snowmobile Association
- Seth Griggs, Idaho Association of Counties

For more information about the Council and its work, contact ORFAC Coordinator Skylar Jett at skylarjett13@gmail.com or at 208-599-3264.



Executive Department
State of Idaho

State Capitol
Boise

**EXECUTIVE DEPARTMENT
STATE OF IDAHO
BOISE**

EXECUTIVE ORDER No. 2023-03

IDAHO OUTDOOR RECREATION FUND ADVISORY COUNCIL

WHEREAS, Idaho is experiencing a surge in outdoor recreation with historic numbers of users visiting State Parks, hiking, biking and riding trails, boating, using off-highway vehicles, and hunting and fishing on public and private lands; and

WHEREAS, the U.S. Bureau of Economic Analysis estimates outdoor recreation provides a \$2.8 billion annual boost to Idaho's economy, supporting more than 37,000 jobs and fueling rural economies throughout the state; and

WHEREAS, this dramatic uptick in outdoor recreation creates opportunities and challenges as Idaho must contend with serving the needs of millions of new recreationists while also preserving and protecting the special places and natural features that make Idaho's outdoors great; and

WHEREAS, the State of Idaho recognizes the unintended impacts outdoor recreation can have on rural Idaho, lacking the infrastructure, resources, and revenue streams to support increased recreationists; and

WHEREAS, continued investment, support and coordination is key to the successful and responsible growth of outdoor recreation in Idaho.

NOW, THEREFORE, I, Brad Little, Governor of the State of Idaho, pursuant to the Constitution and laws of Idaho, hereby recognize the Idaho Outdoor Recreation Fund Advisory Council as a group to expand access and opportunities on state and other public lands in Idaho.

- 1. The Council will advise the Governor and the Idaho Parks and Recreation Board on projects and policies that support expanded access to outdoor recreation opportunities in Idaho.*
 - a. The Council will recommend projects that expand opportunities for camping, fishing, hunting, accessing trails and other outdoor pursuits by utilizing \$5 million from Senate Bill 1196 in the Fiscal Year 2024 Idaho Department of Parks and Recreation Budget for inter-agency collaborative projects.*
 - b. Specifically, the Idaho Department of Parks and Recreation, Idaho Department of Fish and Game and the Idaho Department of Lands will work together to propose projects, manage under-utilized resources to enhance recreational access, and monetize outdoor recreation for long-term sustainability.*
- 2. The duties of the Council are advisory to the Governor and the Idaho Parks and Recreation Board to develop additive outdoor recreation access and capacity in the State of Idaho. Final action on the proposals accepted by the Governor shall be presented to the Idaho Parks and Recreation Board for review and approval.*
- 3. The Council will focus on statewide outreach and educational efforts to create a better understanding of the importance of where outdoor recreation opportunities are most needed, geographically.*
- 4. The Idaho Parks and Recreation Board shall set forth criteria for projects considered by the Council.*
- 5. The following thirteen (13) members are hereby appointed to the Council and will serve at the pleasure of the Governor:*
 - a. Director of the Idaho Department of Parks and Recreation or their designee*
 - b. Director of the Idaho Department of Fish and Game or their designee*
 - c. Director of the Idaho Department of Lands or their designee*

- d. Representative of the Idaho State Senate
- e. Representative of the Idaho State House of Representatives
- f. Representative of the Idaho Rangeland Resources Commission
- g. Representative of rural Idaho communities
- h. Representative from the recreation community
- i. Representative from the sportsmen community
- j. Representative from the agricultural community
- k. Representative from the forestry or mining community
- l. Representative from the business community
- m. Representative from the conservation community
 - i. The Governor will appoint one (1) non-agency Council member to serve as Chairman.
 - ii. Non-agency members will be appointed by the Governor and serve at the pleasure of the Governor.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Idaho at the Capitol in Boise on this 26th day of July, in the year of our Lord two thousand and twenty-three, and of the Independence of the United States of America the two hundred forty-eighth, and of the Statehood of Idaho the one hundred thirty-fourth.

BRAD LITTLE
GOVERNOR

PHIL MCGRANE
SECRETARY OF STATE



City of Moscow Capital Improvement Program 2024-2033

Service Area:

Park Improvements

Department:

Parks & Recreation

Project Description:

Construction of an 8 foot wide pedestrian pathway at Mountain View Park to connect the two parking lots and provide ADA access between parking lots and park playground and restroom facilities.

Division/Program:

Park Development

Supporting Master Plan:

2019 Parks and Recreation Master Plan

Project Title:

Mountain View Park Connector Pathway

Project Number:

120-020

Project Need/Outcomes:

ADA accessibility between parking facilities and park amenities.

Request Type:

New

Project Status:

Request

Project Cost Estimate:

Planning/Design:

\$ -

Construction:

\$ 57,000

Construction Year: 2026

\$ -

\$ 68,061



Projected Design Year: 2020

Projected Construction Year: 2026

	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Expenditure	\$	\$	\$ 68,061	\$	\$	\$	\$	\$	\$	\$
Revenue										
Capital Fund Accumulation	\$	\$	\$ 68,061	\$	\$	\$	\$	\$	\$	\$
General Obligation Debt										
Revenue Bond Debt										
State/Federal Grants										
Other Revenues										
Total	\$	\$	\$ 68,061	\$	\$	\$	\$	\$	\$	\$



City of Moscow Capital Improvement Program 2025-2034

Service Area:

Park Improvements

Department:

Parks & Recreation

Project Description:

Pathway connection between Anderson 7th Addition subdivision and the interior path system of Anderson Frontier Park.

Division/Program:

Parks Pathway Improvements

Supporting Master Plan:

2019 Parks and Recreation Master Plan

Project Title:

Anderson Frontier Park Pathway Connection

Project Number:

119-027

Project Need/Outcomes:

Neighborhood connectivity.

Request Type:

New

Project Status:

Planned

Project Cost Estimate:

Planning/Design:

Estimate Year: 2023

\$ -

Construction:

\$ 64,000

Construction Year: 2027

\$ -

\$ 72,033

**Projected Design Year:** 2026**Projected Construction Year:** 2027

	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034
Expenditure	\$	\$	\$ 72,033	\$	\$	\$	\$	\$	\$	\$
Revenue										
Capital Fund Accumulation	\$	\$	\$ 72,033	\$	\$	\$	\$	\$	\$	\$
General Obligation Debt										
Revenue Bond Debt										
State/Federal Grants										
Other Revenues										
Total	\$	\$	\$ 72,033	\$	\$	\$	\$	\$	\$	\$

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, September 23, 2024



AGENDA ITEM TITLE

West Palouse River Drive Site Study Agreement (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

DESCRIPTION

The Moscow School District anticipates the need to construct a new elementary school in the near future and is currently considering where it may be located. The District would like better distribution of elementary school locations in the community to serve surrounding neighborhoods. The City and District have discussed the potential of locating a future elementary school on the City's West Palouse River Drive Property in conjunction with the potential development of a City park and additional athletic fields. Earlier this year, the City and District entered into a Memorandum of Understanding to jointly fund a planning study to assess the feasibility of developing the West Palouse River Drive property for a future elementary school, park, and athletic fields. It is anticipated the study will assess pedestrian access, vehicular access and circulation, site grading, building, parking, park, and athletic facility development to determine the suitability of the site for the proposed uses and help inform future decisions regarding the property. City Staff worked with Lombard Conrad Architects Inc., an architectural firm that was recently selected by the Moscow School District to provide architectural services, to prepare a scope of work and professional services agreement to conduct the site study. The base fee of the agreement is \$34,000 plus up to \$2,000 in reimbursable expenses which would be split equally between the City and District. The fee includes a \$10,000 reserve for any civil engineering services that may be needed during the site study and only to be used upon approval of the City. The study would be exploratory and would not bind the City or District to any further obligations or actions. The scope has been reviewed and approved by the Moscow School District.

REVIEWED BY

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the proposed Professional Services Agreement with Lombard Conrad Architects Inc.; or provide staff further direction.

STAFF RECOMMENDATION

Recommend approval of the proposed Professional Services Agreement with Lombard Conrad Architects Inc.

OTHER RESOURCES

FISCAL IMPACT

The \$18,000 in funding will be provided from Parks Capital Projects accumulations.

PERSONNEL IMPACT

ATTACHMENTS

1. Agreement for Professional Services-Palouse River Drive Property Site Study_final

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
LOMBARD CONRAD ARCHITECTS, INC. FOR
THE WEST PALOUSE RIVER DRIVE PROPERTY SITE STUDY**

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS, INC. FOR THE WEST PALOUSE RIVER DRIVE PROPERTY SITE STUDY (hereinafter "Agreement"), is made this _____ day of _____, 2024, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Lombard Conrad Architects, Inc., 472 West Washington Street, Boise, Idaho, 83702 (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CITY, with power to contract for the services provided for herein, has complied with applicable provisions of law regarding retaining professional services such as those contemplated herein; and

WHEREAS, CITY desires to conduct a site study of CITY's 44-acre property located on West Palouse River Drive (hereinafter "Property") to assess the feasibility of constructing an elementary school and athletic playfields on the Property (hereinafter "PROJECT"). The PROJECT will include performing on-site observations; assessing the physical characteristics of the site; assessment of relevant codes, ordinances, and regulations pertaining to the PROJECT; assessment of utility services and capacity; assessment of access, circulation, and parking for the site; assessment of environmental requirements including floodplain mitigation and stormwater detention; preparation of conceptual site plans for review and refinement; and preparation of a final illustrative site plan with school and site development cost estimates (hereinafter "Services"); and

WHEREAS, CITY requires the services of a duly qualified design professional to perform the Services required by this Agreement. CONSULTANT represents that it is aware of CITY's plans with respect to the PROJECT; and

WHEREAS, CONSULTANT warrants that it is fully licensed, legally qualified, and willing to perform the Services required by this Agreement; and

WHEREAS, CITY desires to engage CONSULTANT to provide industry standard services necessary to complete the services required by this Agreement;

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

SECTION I: THE PROJECT

CONSULTANT shall provide professional design services for the PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of architectural design services including performing on-site observations; assessing the physical characteristics of the site; assessment of relevant codes, ordinances, and regulations pertaining to the PROJECT; assessment of utility services and capacity; assessment of access, circulation, and parking for the site; assessment of environmental requirements including floodplain mitigation and stormwater detention; preparation of conceptual site plans for review and refinement; and preparation of a final illustrative site plan with school and site development cost estimates.

SECTION II: SCOPE OF WORK

CONSULTANT promises and agrees to, consistent with the standard of care as defined in Section IV. D. of this Agreement, furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional architectural and related services necessary for the completion of the PROJECT consistent with the provisions of this Agreement. The Scope of Work for the PROJECT is set forth in Exhibit "A" attached hereto and incorporated herein by reference. Subject to the standard of care, all Services shall be subject to and performed in accordance with this Agreement and applicable Federal, State and local laws, rules and regulations. All Services performed by CONSULTANT shall be subject to the sole and discretionary approval of CITY, which approval shall not be unreasonably withheld.

SECTION III: COMPENSATION

A. Compensation and Term.

For the Services performed pursuant to this Agreement, CONSULTANT shall be compensated in a sum not to exceed Thirty-Four Thousand Dollars (\$34,000). Included in the fixed sum of Thirty-Four Thousand Dollars is the civil engineering sub-consultant reservation of Ten Thousand Dollars (\$10,000) to be utilized as deemed necessary and upon approval by CITY. In addition, CONSULTANT may be reimbursed an amount not to exceed the sum of Two Thousand Dollars (\$2,000) for reimbursable expenses, as defined in the attached Exhibit "A", that shall be paid as detailed in Section III.B. below. The Services under this Agreement shall be completed no later than March 1, 2025, unless otherwise agreed to in writing by CONSULTANT and CITY.

B. Payment.

Payment for Services rendered by CONSULTANT shall be in accordance with the following:

1. CONSULTANT's compensation and reimbursable expenses shall be paid by CITY to CONSULTANT no more than once a month. Such periodic progress payments shall be made based upon the percentage of work completed, and in accordance with Exhibit "A". In order to receive payment, CONSULTANT shall present to CITY an itemized

- statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to CONSULTANT shall never exceed the percentage amounts authorized by this Agreement and Exhibit "A". CITY shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.
2. Records of Reimbursable Expenses shall be provided to CITY upon presentation of CONSULTANT's progress payment invoices. Payments for invoices prepared by CONSULTANT shall be due and payable net thirty (30) days by CITY.
 3. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of six percent (6%) per annum.
 4. CITY may withhold payment, in whole or in part, to the extent reasonably necessary to protect CITY from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by CITY to deduct any sums from a progress payment shall not constitute a waiver of CITY's right to such sums. CITY may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by CITY, that are incurred by CITY for which CONSULTANT is liable under the Agreement or state law. Payments to CONSULTANT for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the PROJECT. Payment to the CONSULTANT shall not be withheld, postponed, or made contingent upon receipt by CITY of offsetting reimbursement or credit from parties not within CONSULTANT's reasonable control.
 5. The Parties agree that CONSULTANT's compensation for Services includes all licensing fees for CITY's use of the documents created pursuant to this Agreement, including use after termination of this Agreement.

SECTION IV: OTHER TERMS AND CONDITIONS

- A. Independent Contractor. CITY retains CONSULTANT on an independent contractor basis and neither CONSULTANT nor its employees or Subcontractors are an employee of CITY and are not entitled to the rights or benefits afforded to CITY's employees. Any Subcontractors performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of CITY, and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other

amounts due to such Subcontractors in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting CONSULTANT, its employees and Subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- B. Termination of Agreement. This Agreement may be terminated by CONSULTANT upon thirty (30) days' written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement upon thirty (30) days' written notice to CONSULTANT without cause and without further liability to CONSULTANT, except as designated by this Agreement. All working documents and drawings shall become the property of, and shall be surrendered to CITY. CONSULTANT shall cease all work immediately upon receipt of notice of termination. CONSULTANT shall be paid for work completed up to notice of termination and shall not be entitled to payment for any work performed after receipt of notice of termination, absent an express written agreement from CITY.
- C. Data of Record. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including maps, surveys, borings, and other information required by CONSULTANT relating to the PROJECT. All designs, drawings, specifications, documents, and other work product prepared by CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of CITY, which shall be delivered to CITY by CONSULTANT upon sixty (60) days after completion of the PROJECT or upon termination of this Agreement, contingent upon payment in full by CITY for CONSULTANT's Services provided hereunder.
- D. Standards of Work and Standards of Care. CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals legally qualified to perform the Services in the same discipline in the State of Idaho, and shall be fully responsible to CITY for any damages to CITY and delays to the PROJECT caused by the negligent performance of professional services by CONSULTANT, under this Agreement, specified in the indemnification provision of this Agreement. CONSULTANT shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Subject to the standard of care, unless approved by CITY, CONSULTANT shall not exceed the time limits established by the schedule, except for circumstances out of CONSULTANT's reasonable control with written approval by CITY. No other provision under this Agreement shall be interpreted or construed to elevate this standard of care.
- E. Adherence to Law Required. Subject to the standard of care, 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 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.

1. 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 the 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.
 2. 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.
 3. 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.
- F. Insurance. CONSULTANT shall not commence Services under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Section. In the event CONSULTANT fails to provide or maintain all required insurance, CITY may, in its sole discretion, obtain such insurance and deduct the amount therefor from the total compensation. CONSULTANT shall, at its sole cost and expense, secure and maintain in force, during the term of this Agreement, the following insurance:
1. Worker's compensation and employer's liability insurance as required by the State of Idaho;
 2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with one million dollars (\$1,000,000) combined single limits;
 3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CONSULTANT or of any of its employees, agents, or subcontractors, with one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate;
 4. CONSULTANT shall procure and maintain professional liability insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of one million dollars (\$1,000,000). Coverage shall be in force during the term of this Agreement and for a period of at least twelve (12) months thereafter.

CONSULTANT shall furnish CITY with certificates of insurance as evidence these policies are in effect.

G. Indemnity and Hold Harmless.

1. CONSULTANT waives any and all claims and recourse against CITY including rights of contribution for loss or damage to persons or property arising from, or growing out of, or in any way connected with or incident to CONSULTANT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents or employees.
2. CONSULTANT agrees to indemnify and hold harmless CITY and its officers, agents and employees against all losses and damages of any nature whatsoever, resulting from any injury or damages sustained by any person(s) or property to the extent resulting from any negligent act, error or omission of CONSULTANT or its agents, employees, subcontractors or consultants. CONSULTANT's obligation to indemnify and hold harmless CITY shall not be limited to the amount of insurance actually secured under this Agreement, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorney fees.
3. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the PROJECT site unless CONSULTANT's acts or omissions introduced, caused, or allowed said hazardous materials or toxic substances to be introduced to the PROJECT site. "Hazardous Materials" means any material that has been designated as hazardous under 49 U.S.C. Sec. 5103.

H. Costs and Attorney Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses, shall be allocated in accordance with state law, unless a court order requires a different allocation.

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

J. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, CONSULTANT shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations without the prior written consent of CITY. Any attempted assignment without such consent shall be invalid and void.

- K. Consultant Representative. CONSULTANT hereby designates [REDACTED] as CONSULTANT's project manager ("Project Manager") to manage and direct the work of CONSULTANT. The Project Manager shall represent CONSULTANT and be in attendance at all PROJECT design meetings (with limited approved exceptions); shall direct the work of CONSULTANT and its sub-consultants; and shall serve as the primary point of contact and communications for CITY. CONSULTANT shall not change the Project Manager without CITY's written consent. Such consent shall only occur upon the satisfaction of CITY that the proposed new Project Manager possesses the professional skills, experience and acumen to successfully perform the Services provided for herein. Such consent shall not be unreasonably withheld or delayed.
- L. City Representatives. CITY shall designate a person to act as its representative for the performance of this Agreement ("CITY's Representative"). CITY's Representative shall be authorized to act as liaison between CONSULTANT and CITY in the administration of this Agreement and the Construction Documents and shall have the power to act on behalf of CITY for all purposes under this Agreement. CITY's Representative shall assist CONSULTANT in observing construction of the PROJECT and participating in the preparation of punch-list items. CITY may designate new and/or different individuals to act as CITY's Representative from time to time. CITY's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

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

CONSULTANT:

Lombard Conrad Architects
[REDACTED]
Project Manager
472 W. Washington Street
Boise, Idaho 83702

CITY:

City of Moscow
Cody Riddle
Deputy City Supervisor
PO Box 9203
Moscow, Idaho 83843

- M. Conflict of Interest and Special Warranty. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in PROJECT, which would conflict in any manner or degree with the performance of its Services hereunder. CONSULTANT further covenants that, in performing this Agreement, it shall employ no person who has any such interest. 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.

N. Special Provisions.

1. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by CONSULTANT, pursuant to this Agreement, shall be the property of CITY, which shall have the exclusive and unrestricted authority to release, publish, or otherwise use them, in whole or in part. All such materials developed under this Agreement shall not be subject to copyright or patent in the United States or in any other country without the prior written approval and express authorization of CITY. It is mutually understood that any alterations made to documents without CONSULTANT's direction shall void CONSULTANT's liability under this subsection.
 2. Disclosure of Materials. It is expressly understood by CITY and CONSULTANT that all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement, may be subject to disclosure under Idaho Code § 74-101, et seq, commonly known as the Public Records Act unless exempt from disclosure. CONSULTANT shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. CONSULTANT shall indemnify and defend CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for CONSULTANT's failure to designate individual documents as exempt. CONSULTANT's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by such release.
 3. Americans With Disabilities Act. CONSULTANT will use its professional efforts to interpret all applicable Federal, State and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act of 1990 ("ADA"). CONSULTANT will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.
- O. PROJECT Confidentiality. All communications and reports for the PROJECT shall be handled in a professional manner. After the PROJECT is complete, CONSULTANT shall return to CITY all documents obtained from CITY or generated during the course of this PROJECT. If CONSULTANT or CITY receives information specifically designated "confidential", the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees; (2) those who need to know the content of such information in order to perform services solely and exclusively for the PROJECT; (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information; (4) as required pursuant to Idaho Code §74-101, et seq.; or (5) as ordered by a court of competent jurisdiction. CITY herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

- P. **Qualified Estimates of Cost.** The estimates of cost for the PROJECT herein are to be prepared by CONSULTANT through exercise of CONSULTANT's professional experience and judgment in applying presently available cost data; but it is recognized that CONSULTANT has no control over cost of labor and materials or over competitive bidding procedures and market conditions. Nothing in this paragraph shall serve to release or relieve CONSULTANT from exercising the skill, care, and professional judgment exercised by similarly situated professional organizations. CITY acknowledges that CONSULTANT makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs. If at any time CONSULTANT's estimates of cost for the PROJECT exceeds CITY's budget for the PROJECT, CONSULTANT shall redesign the PROJECT elements to achieve cost savings, but in doing so, shall not delete any essential elements of the PROJECT. If CONSULTANT is unable to redesign the PROJECT, it shall make appropriate recommendations to CITY to adjust the PROJECT's size, quality or budget. CITY shall consider CONSULTANT'S recommendations, but shall decide, in its discretion, how to proceed. Any schedule modification based on the need for a redesign of the PROJECT shall be mutually agreed upon by both Parties.
- Q. **Modification and Assignability of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by written instrument 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.
- R. **Records.** CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall, during normal business hours, allow a representative of CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement.
- S. **No Third-Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third-party except as expressly provided herein.
- T. **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.
- U. **Severability.** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect so long as the remainder of the Agreement is reasonably capable of completion.

- V. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the addresses shown above, or at such other address as the respective Parties may provide in writing for this purpose.
- W. **CITY's Right to Employ Other Consultants.** CITY reserves the right to employ other consultants in connection with this PROJECT.
- X. **Drug/Tobacco Free Facilities.** All CITY facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of CITY facilities.
- Y. **Employment Discrimination:** It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. 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.
- Z. **Appropriations and Approval.** This Agreement is contingent upon CITY receiving the necessary funding to cover the obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party.
- AA. **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.

This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

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

If I am signing this document utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

CONSULTANT:

Lombard Conrad Architects

CITY:

City of Moscow

By: _____
Mark Heazle

By: _____
Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, appeared Mark Heazle, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative for Lombard Conrad Architects (CONSULTANT), with authority to bind CONSULTANT to the terms of this Agreement.

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

Exhibit “A”
Project Description and Scope of Services

PROJECT DESCRIPTION

The Project will consist of the site evaluation of a 44.12 acre site located along Palouse River Dr. that is owned by the City of Moscow (hereinafter “CITY”). The Project site will accommodate a 300-400 student K-5 elementary school for the Moscow School District and sports fields for CITY. The elementary school will include parking, drop-off and pick-up, school building and outdoor play areas associated with the school. Additionally, there will be sports fields for CITY that will include soccer and little league baseball fields along with associated parking, restrooms, and service facilities.

SCOPE OF SERVICES

Services consist of those described below and include site evaluation services.

This Agreement does not include; civil, electrical, mechanical, structural engineering services or landscape architectural services. It is understood that these services may be provided as a reimbursable expense to CITY or as an amendment to the Agreement and that CONSULTANT agrees to coordinate the work activity of these consultants.

1. Site Evaluation:

1.1. Facilitate review meeting with CITY to ascertain the requirements of the Project and to arrive at a mutual understanding of such requirements with CITY.

1.1.1. Design objectives, limitations and criteria

1.1.2. Program Requirements

1.1.3. Space Requirements

1.1.4. Site Requirements

1.2. Evaluate the site by performing on-site observations, assessing the physical characteristics of the site, assessing codes, ordinances, and regulations that impact CITY’s objectives; assessing utilities available to the site; and assessing the access, circulation, and parking for the site.

1.3. CITY review and revision.

1.4. Identify environmental requirements that may apply to CITY’s Development Objectives for the site, such as the need for environmental impact statements, floodplain mitigation, stormwater detention areas, assessments, documentation, testing, or monitoring.

1.5. Prepare up to two (2) conceptual plans of the proposed facility. Review options with CITY.

- 1.6. Facilitate up to four (4) meetings with CITY to review the Concepts with CITY to establish a single preferred option.
- 1.7. Prepare and submit conceptual development drawings based on CITY's objectives. The drawings may show, as CONSULTANT deems appropriate, land use, building placement, access circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.
- 1.8. Prepare and submit one (1) planning level cost estimation for the site improvements and the school.
- 1.9. Facilitate a presentation and review meeting of the final concept with CITY.

BASIC COMPENSATION – FIXED FEE

For the Services as described, compensation shall be a fixed fee of Thirty-Four Thousand 00/100 Dollars (\$34,000.00), plus reimbursable expenses.

A Ten-Thousand 00/100 Dollar (\$10,000.00) allowance has been included in the basic compensation fixed fee amount of Thirty-Four Thousand (\$34,000) for Civil Engineering services. A Civil Engineer will be engaged once the scope of work and initial site layout has been better defined by CITY and CONSULTANT.

The allowance will not be utilized without a defined scope of work and written approval from CITY.

REIMBURSABLE EXPENSES

For reimbursable expenses, as described below, and any other items included as reimbursable expenses, a multiple of one point one (1.1) times the expenses incurred by CONSULTANT, CONSULTANT's employees, and Consultants directly related to the Project, not to exceed a maximum of Two Thousand Dollars (\$2,000).

Normal reimbursable expenses include, but are not limited to, blueprinting and other reproduction expenses, postage/shipping costs, photography, long-distance phone/fax, meals, travel, and mileage at \$.75/mile.

SERVICES NOT INCLUDED

This Agreement does not include the following services. It is understood that these services shall be provided by CITY and that CONSULTANT agrees to coordinate the work activity of these Consultants.

- Traffic Engineering Services
- Mechanical, Electrical, or Plumbing Engineering
- Structural Engineering

- Civil Engineering
- Landscape Architect
- Permits and fees
- Geotechnical services and reports
- Topographic and boundary surveys (site surveys)
- Material and quality control testing

COMPENSATION FOR ADDITIONAL SERVICES. For any additional services of CONSULTANT beyond the scope of Services detailed herein, such additional services shall be provided only as authorized in writing in advance by CITY based upon the hourly rates defined below:

Principal	\$195
Architect III	\$175
Project Manager	\$125
Senior BIM Tech	\$115
BIM Tech	\$ 90
Emerging Professional III	\$105
Word Processing	\$ 75

The cost for additional services of consultants and/or subcontractors, including additional structural, mechanical and electrical engineering services, shall be the actual amounts billed to CONSULTANT for such services, plus a ten percent (10%) handling fee.