Moscow City Council

Regular Meeting
~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, November 4, 2024 **7:00 PM** **Council Chambers 206 E. Third St.**

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. 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; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations may be placed on the time allowed for comments. Citizens wishing to comment on business that is not on the agenda will be provided the opportunity to do so during the public comment item on the agenda. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that Moscow City Council 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.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

   A. **Approval of Moscow City Council October 21, 2024 Minutes - Laurie M. Hopkins**

   B. **Amended Professional Services Agreement-Moscow City Shop - Cody Riddle**
   In April of 2024, the City entered into a professional services agreement with Lombard Conrad Architects (LCA) for $320,610 in design services associated with construction of a new City shop building. Services included in the original agreement include preparation of construction drawings and specifications, bidding assistance, project inspections, and closeout, all associated with the new building. The project is proceeding as anticipated. Construction drawings have been prepared, published, and a bid opening is scheduled for November 6, 2024. However, as the project has advanced, it became necessary to expand the scope included in the original agreement. Additional services include landscape design, surveying, changes to the mechanical and electrical system, and improvements to the exterior of the existing shop building. In total, the additional services represent an increased cost of $22,631. This increase, and a detailed description of the new services are included in the attached, amended agreement for the Council's review and approval. This item was reviewed, and recommended for approval, by the Administrative Committee on October 28, 2024.
   ACTION: Approve the amended professional services agreement.

REGULAR AGENDA

2. **Mayors Appointments (ACTION ITEM)**

3. **Public Comment and Mayor's Response Period (limit 15 minutes)**

4. **Citizen Commission Report**

5. **Public Hearing: Ordinance Amending Moscow City Code Title 4, Chapter 6 Regarding Landscape Buffer Yard Requirements (ACTION ITEM) - Mike Ray**

   Moscow City Code Title 4, Chapter 6, Section 6-5 currently addresses landscape buffer yard requirements and has not been updated in some time. Landscape buffer yards are intended to provide a visual buffer between uses of different intensity, to reduce erosion and storm-water runoff, to protect property values, and to eliminate potential land use conflicts by mitigating adverse impacts from dust, odor, litter, noise, glare, lights, signs, buildings or parking areas. The Planning and Zoning Commission has been working on updating the landscape buffer yard requirements to provide more flexibility in the application of the standards, to update the illustrations to better convey the requirements, and to correct minor inconsistencies. On July 10, 2024, the Planning and Zoning Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The Administrative Committee reviewed this item at their October 28, 2024 meeting.
   PROPOSED ACTIONS: After considering public testimony, approve 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 consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

6. **City of Moscow Financial Policy Update (ACTION ITEM) - Sarah Decker**

   The City of Moscow is updating its Financial Policy, Resolution 2011-11, to comply with current Idaho State Code requirements, GFOA best practices, and to include City of Moscow governmental funds that have been created or to eliminate City of Moscow governmental funds that no longer exist. This was reviewed by the Administrative Committee on October 28, 2024, and recommended for approval.
   PROPOSED ACTIONS: Approve the updated City of Moscow Financial Policy, or take other action deemed appropriate.

7. **Procurement and Purchasing Policy Amendment (ACTION ITEM) - Bill Belknap**

   In 2023, the City Council adopted Resolution 2023-24 which established policy and guidance on legal obligations and requirements, established employee purchase authority limits, established employee contract signatory authority limits, as well as established standards related to City vendor charge accounts and appropriate use of credit cards. Staff have identified additional items that are desired to be included within the policy to memorialize current practices related to certain staff purchases, establish guidelines for City donations to outside organizations, and update position titles. Staff will present the proposed policy updates for the Council's consideration. This was reviewed by the Administrative Committee on October 28, 2024 and recommended for approval.
   PROPOSED ACTIONS: Approve the proposed Resolution; or take other action deemed appropriate.

REPORTS

City Council

Mayor

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.

Moscow City Council

Regular Meeting ~Minutes~	Laurie M. Hopkins City Clerk
www.ci.moscow.id.us	208.883.7015

Monday, October 21, 2024 **7:00 PM** **Council Chambers 206 E. Third St.**

The meeting was called to order at 7:00 p.m.
PRESENT: Mayor Art Bettge, Bryce Blankenship, Drew Davis, Sandra Kelly, Hailey Lewis, Julia Parker, Gina Taruscio
STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Tyler Palmer, Scott Bontrager, Amanda Argona, Joe Sieverding, Laura Perrigo, Evan Timar, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Lewis led the Pledge of Allegiance.

PROCLAMATION

Domestic Violence Action Month

Mayor Bettge read the proclamation and presented it to Summer. She thanked the Mayor for the proclamation and highlighted the work of the Alternatives To Violence on the Palouse organization.

CONSENT AGENDA

1. **All Consent Items (ACTION ITEM)**

A. Approval of Moscow City Council October 7, 2024 Minutes - Laurie M. Hopkins

B. Disbursement Report September 2024 - Sarah Decker

Presentation of the Accounts Payable Report for the month ending September 2024.

ACTION: Approve and authorize the use of digital signatures to sign the Disbursements Report for the month of September 2024.

C. Woodbury 1st Addition Development Agreement Amendment - Todd Drage

Woodbury Land LLC, has submitted a request to modify the phasing for the Woodbury 1st Addition Subdivision. The final plat, titled Woodbury 1st Addition, and the Development Agreement for the Addition was approved by City Council on Monday, October 17, 2022. Section X - Phasing, in the original agreement contained a figure that detailed 17 single family lots being included in a 1st phase, 17 single family lots included in a 2nd phase, and then the remaining 45 lots being included in a 3rd phase. The original agreement was then amended in 2023 requesting a modified phasing plan. Woodbury Land LLC is requesting a 2nd amendment to phase the remaining lots in the development in 6 more phases (7 phases total). The agreement amendment provides a new figure, detailing the 7 phases. The amendment, along with the original development agreement, and the 1st amendment, are included as attachments to the 2nd amendment, and have been included with this packet. This amendment was reviewed and approved by Council on September 16, 2024 however the wrong figure was included with the agreement. This amendment simply replaces the incorrect figure with the correct one.

ACTION: Approve the Development Agreement amendment with Woodbury Land LLC for the Woodbury 1st Addition.

D. Memorandum of Agreement for Rehabilitation of the West Palouse River Drive Park Property - Todd Drage

During construction of the Edington 1st Addition Subdivision, BBC LLC utilized the City's West Palouse River Drive Park Property for permanent placement of excess subdivision fill material, access during construction, and storage and stockpiling of materials and debris. As a result of changes to the Subdivision's grading plan, BBC LLC did not conduct as much grading as was anticipated upon BBC LLC's property which resulted in a lack of topsoil to grade the Park Property as previously agreed upon between BBC LLC and the City. Additionally, because of BBC LLC's construction activities and hauling and stockpiling of material upon the park property it has been left in a degraded state compared to its prior condition. As the City and BBC LLC desire that the park property be rehabilitated while being able to issue and receive permits for the Addition, the City and BBC LLC have developed an agreement that will allow BBC LLC to complete the Park's rehabilitation over the next year. The memorandum of agreement (MOA) included in this packet allows the City to issue permits for the lots within the Edington 1st Addition while also ensuring that the park property rehabilitation will be completed.

ACTION: Approve the Memorandum of Agreement with BBC LLC.

E. Moscow Police Department Office of Highway Safety Grant Award – Alisa Anderson

The Moscow Police Department (MPD) is requesting to accept an award from the Idaho Traffic Safety Commission (ITSC) for the Federal Fiscal Year (FFY) 2025 Highway Safety Grant. The program addresses specific behaviors related to traffic safety priority areas and safety deficiencies within local law enforcement jurisdictions and is focused on combatting traffic crashes resulting in fatal and serious injuries. The MPD is requesting to accept a grant award in the amount of $56,000 requiring an in-kind match of $14,000.

ACTION: Approve the Moscow Police Department to accept an award for the Office of Highway Safety Grant FFY 2025 for $56,000 with an in-kind match of $14,000.

F. Moscow Police Department Annual Small Grant Requests and Awards – Alisa Anderson

The City of Moscow Police Department (MPD) applies for several small grants on an annual basis which assist the department with the purchase of equipment, including bullet-proof vests. The grants are also used to host various traffic enforcement mobilizations and other prevention and safety activities. The grants awarded to MPD provide funding and resources to protect our youngest citizens, for operational and personal safety equipment, and for program support to implement and host multiple safety programs. These resources assist MPD in their mission of community-oriented policing to improve the quality of life for Moscow residents through community partnerships and problem-solving approaches, while also making sure the officers are outfitted and equipped with items needed to safely do their jobs. The MPD is requesting approval and/or ratification of the funding requests and awards for small grants applied for in an amount not to exceed a combined total of $50,000 for the FY2025 fiscal year.

ACTION: Approve requests and awards for small grants applied for by the Moscow Police Department not to exceed a combined total of $50,000 for the FY2025 fiscal year.

Taruscio moved and Davis seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)
None offered.

3. Public Comment and Mayor's Response Period (limit 15 minutes)
Kent Salisbury (Moscow) emphasized the importance of picking up litter. He also spoke about Home Depot and taking care of trees.

Rodger Rowley (Moscow) wanted to speak on the interpretation of Ordinance 2019-07, land use regarding museums and art galleries. In addition, he wanted to comment on the New Saint Andrews office's relocation. As this issue is before the court for a petition for judicial review, staff said it would not be appropriate to receive comments at this time.

4. Citizen Commission Report - Farmers Market Commission - Amanda Argona / Jamie Hill
Argona introduced Jamie Hill. Hill provided a list of Commission members and the mission statement. There were 32 new vendors in a roster of 158 for 2024. The Moscow Farmers Market is 21st nationwide and 2nd in Idaho and the Pacific Northwest. The Halloween Costume Contest is October 26. Craft/food juries and the poster art contest are coming up during the off-season. Argona explained Snap EBT paid out vendors. Shop The Market tokens should be back up next season. The City needed a sponsor for the program. Fourth Street expansion was a trial. By putting experienced vendors and new vendors together in that area, it was a success.

5. Advanced Water Metering Infrastructure (AMI) Procurement Agreement (ACTION ITEM) - Evan Timar

The AMI procurement agreement encompasses a two-way, fixed-base AMI system with simultaneous one-way, drive-by reading capabilities, along with meters, a meter data management system that provides detailed analytics, and a customer portal. The AMI project will be executed in two phases. The first phase will initiate the project with the procurement of collectors, repeaters, and up to 100 endpoints within a controlled environment, along with the implementation of the AMI software and meter data management system. The second phase will expand the deployment by adding an additional 300 meters and integrating the customer portal. The City intends to distribute the project and its costs over a total span of seven fiscal years. The anticipated annual workload for this project is expected to be divided equally across the fiscal years, resulting in an estimated deployment of approximately 1,077 meters per year following the completion of the initial deployment.

PROPOSED ACTIONS: Approve the AMI Procurement Agreement; or take other action deemed appropriate.

Timar introduced the item as written above. A normal meter read is done manually once a month. Meters in Moscow are 3% - Manual, 40% - Touch-based, 57% - Drive-by. When a new meter fails, a new one is purchased as there is no formalized obsolescence plan. An AMI system provides real time data and can flag high consumption before a customer receives a high bill. The system can identify tampering and backflow, detect leaks and shorten response repair time. Staff anticipated a cost of $3,200,000 over a seven-year period. Nine proposals were received. Zenner was chosen and was just under $1 million less for the 20-year cost. Zenner is a German company that has been in Europe over 100 years and in America approximately 10 years and they have regional support. The meters improve the low flow accuracy and have a defined flow variant which allows staff to gage what meter fits a particular service. The software component is locked into the CPI and a fixed rate for first 3 years.

Davis said when it comes to software, he wants to be sure protection from hacking is a priority with a vendor and hopes that conversation is being had. Timar spoke on costs for infrastructure and reduction of costs by converting to AMI. Blankenship was excited citizens will have availability to an app which can lead to continued conservation efforts. In answer to council questions, Timar said the first transition will be city facilities. Current staffing is two full time meter reading. Over the next seven years one person would be doing 8 to 9 meter replacements per day for six months. The other employee would continue doing meter readings. One role would then transition to customer service, answering questions and reviewing information. Then the other would likely transition to water distribution.

Taruscio moved to approve the AMI Procurement Agreement. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

6. WRF Influent Pump Station Upgrade - Proposal Results & Contract Award (ACTION ITEM) - Scott Bontrager

The Water Reclamation Facility (WRF) Influent Pump Station (IPS) Upgrade project includes the replacement of the existing three Archimedes screw pumps, which are original to the 2002 Phase III facility upgrade. The IPS system is relied upon to maintain a seamless and consistent operation by moving all of Moscow's wastewater to the peak of the Reclamation Facilities hydraulic grade line further distributing it to downstream treatment processes. On average, the IPS system pumps 650 million gallons of wastewater per year into the facility. The City published an advertisement for bids on August 29, 2024, and the Engineer's Estimate for construction is $3,600,000. Bids were opened on September 24, 2024, at which four (4) bids were received. The Base Bids ranged from $1,985,000 to $2,440,000 and Add Alternate #1 (3-year extended warranty) bids ranged from $36,000 to $273,000 and Add Alternate #2 (5-year extended warranty) bids ranged from $59,000 to $329,000. Of those, the lowest responsive bid received was submitted by Apollo, Inc. with a Base Bid of $1,985,000 and an Add Alternate #2 bid of $59,000. A bid analysis is included in the Council packet.

PROPOSED ACTIONS: Accept the bid from Apollo, Inc., award the contract in the amount of $2,044,000 for Base Bid and Add Alternate #2, and authorize staff approval of change orders in an amount not to exceed 10% of the contract amount, or take other action deemed appropriate.

Bontrager introduced the item as written above. While All bids came in lower than anticipated, Apollo Inc. is recommended including Add Alternate #2. The closed screw pump type has a different type of motor and we will receive additional components that can be maintained inhouse. The timeline for procurement is 430 days and 150 days for install. Only one can be replaced at a time.

Parker moved to accept the bid from Apollo, Inc., award the contract in the amount of $2,044,000 for Base Bid and Add Alternate #2, and authorize staff approval of change orders in an amount not to exceed 10% of the contract amount. Blankenship seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

7. Discussion Regarding Potential Impact of Latah County Jail Closure (ACTION ITEM) - Bill Belknap / Joe Sieverding

Latah County has recently discussed the possibility of closing the Latah County jail located in the Latah County Courthouse at 522 S. Adams Street. While the consideration is ongoing and a final decision has not been made, Staff is concerned that the closure of the jail could present significant challenges to the operations of the Moscow Police Department. It is Staff's understanding, that the County is currently negotiating a contract with the Nez Perce County Detention Center to perform booking and house the County's inmates. If Latah County decides to close the jail facility, the Moscow Police Department would likely be required to transport any individuals in custody to the Nez Perce County facility for booking and detention. The City's Police force is already operating on minimum shift staffing and the potential loss of patrol staff to transport individuals to Lewiston will either result in a reduction of public safety or additional costs to the City to maintain on-call law enforcement personnel for the transport of individuals in custody to Lewiston. The City has already adopted our FY2025 budget which did not anticipate this potential issue as we had not received any indication from the County that they were considering closing the jail. Staff will review the potential impacts of this matter with the Council for the Council's consideration.

PROPOSED ACTIONS: Receive report and provide staff with direction.

Belknap said the City recently learned the County was having a discussion about closing the jail. The jail is the role of Latah County per Idaho Code and the City depends on it to process arrests. It is staff's understanding this resulted from a fire inspection the City did on the request of the County. There has been a long-standing agreement between the City and County based upon the legal opinion of the Latah County Prosecutor that the County Courthouse is a pseudo state building, and the County is responsible for any construction permits on the courthouse proper, based on Attorney General opinions from the 70's or 80's. The City does permit and inspect other County owned buildings. City staff were told that the State Fire Marshal office decided the courthouse isn't owned by the State, so they don't have jurisdiction even though they have been doing the inspections for many years. The latest State Fire Marshall inspection from 2022 noted no violations.

The City inspection occurred August 21 and there were 12 required corrections. Most identified corrections were relatively minor. Three corrections were significant. First, smoke detectors for fire alarm system need to be replaced. This was based on a report from a third-party company that maintains the detectors. The system is obsolete and isn't supported any longer. Second, four holding cells had no sprinkler heads. Third, it was represented to the inspector that one of the two gates in the main circulation corridor had been modified and narrowed so that gate would need to be enlarged. The fire alarm system is for the entire courthouse building, not just the jail. There was discussion about the individual cell gates and the inspectors said the cell gates would not need to be altered.

Belknap said he met with fire staff on October 4 for clarification and subsequently emailed the County to clarify that the only gate that needed modification was the one that was represented as altered since the original construction. The inspectors met with jail staff on the morning of October 8 and reassured them the individual cell gates would not need to be altered. Additionally, during that meeting, jail staff then stated that the corridor gate had not been modified and was original construction. As a result, no gates would be required to be modified.

The Commissioners met in the afternoon on October 8 and discussed closure of the jail and continued to be under the belief that the City was requiring modification of the individual jail cells. There was some aspect of the language used in the inspection report that could be misconstrued but City staff clarified to both County staff and Commissioners again, that based on the new information no modification was necessary. To ensure there was no remaining confusion about the cell gates, the Fire Department issued a new inspection report on October 9, including a cover letter which provided clarification that based on the new information that the gates had not been modified since the original construction of the jail, no egress modifications would be required as a result of the inspection.

Building codes are updated on a three year cycle and many buildings are not compliant with the current code edition enforced today. For those buildings, the City adopts the existing international building code that addresses what modifications and to what degree buildings may need to come into current codes based on either a change of occupancy or alterations to the building. In this instance there are no modifications being proposed to the jail so the international building code would not trigger any improvements to the jail.

If the jail was to close, it is staffs understanding that MPD would be responsible to transport inmates to the Nez Perce County detention center in Lewiston. The MPD averages 250 arrests per year, 1.3 arrests every two days. Based on weather conditions, individual situation, and booking time, staff estimate a two hour round trip per arrest. The MPD has two officer positions not being filled due to financial constraint and some shifts are running on a minimum of three officers. Staff doesn't believe the City can afford to lose an officer for transport as that would leave two officers in town for emergencies, which could cause a reduction in public safety and a risk to the remaining officers on duty. If the jail closed, the City would need to have officers on-call for transport during evenings, weekends and holidays. During regular business hours, there are command staff available if necessary. A preliminary assessment of the cost of officers on-call would be $80,000, not including call back. The transportation costs based on two hours and arrests per year would add a cost of $30,000 per year. In addition to the economic costs, there are concerns about the on-call burden. In order to staff 4 or 5 officers per shift, which would allow safe transport, the City would need to add 3 additional officers to the force at a cost of $375,000 per year. In the short term, the City would be looking at $105,000 for the on-call program but that is not sustainable in the long run.

There are additional concerns regarding having to transport which include vehicle wear and tear, opportunity for vehicle breakdowns due to weather, unexpected medical emergencies for those in custody among other concerns. In addition to the impact on the City, those in custody will also be impacted. Family members would have to drive down to Lewiston, and some inmates could be released in Lewiston with no transportation back to Moscow. The County has been informed the City is committed to working with them to ensure the critical facility can remain open. The City does recognize the County needs to identify a long-term solution. While maintenance and operation of the jail is the County's responsibility, given the impacts on the community and the police department, the Council could consider financial assistance to the County in an effort to keep the facility open and avoid the longer term costs the City would incur.

Parker said it sounds like this issue has been over-blown but even if the jail closes, it will have a day facility for those in court. Since it is the County's responsibility to provide a jail, if they don't provide a jail, she feels the Council needs to look at cost sharing for the officers transportation obligation and costs.

Lewis knows it is not the City's decision to close or not, but she doesn't want to talk about cost sharing. She is having a hard time with the County claiming the City is telling them that the jail has to close. She looks for collaborative leaders and is not getting that from the County. There is clearly politicking going on but we are all stakeholders in this community. Spinning a fire inspection that they asked the City to do after no findings for years, and seeing the report, it shouldn't have come to this.

Bettge asked what the minimum cost would be to remedy the jail as it stands. Belknap said he doesn't know if there is a plan to replace this facility. Costs the Commissioners mentioned during their meeting included the alarm system, electrical upgrades and suppression system and was just under $500,000. It didn't include the cell gates.

Taruscio said she is disappointed and asked if the Nez Perce County jail is able to take 250 people a year. Belknap responded the average count of the jail as reported during the Commission meeting is 22 inmates per day and a capacity of 36. Some of those inmates may be booked and released the next day. It is Belknap's understanding from the Commissioners' meeting that the County has spoken with Nez Perce County and they do have capacity.

Davis said he feels this is bad leadership by the County. The City and County are partners in governing and they flat out ignored the largest city in the county. He understands there is pressure and there is a building that hasn't been maintained under their stewardship. It is the sheriff's duty to have a jail and

Moscow wants to be a partner. Staff has been following this and kept Council informed. Why hasn't the County kept all the cities informed.

Blankenship said he agrees with the comments that have been made. He thinks collaboration is key in solving complex issues and where collaboration could have been, it was ignored. He thinks all of us would love to advocate and fight to make our city safe in ways of supporting not only the community but also the resources to keep our community safe. He feels spreading it more thin will hurt our communities. He feels the City should do whatever we can to have a conversation so we don't have to transport to Nez Perce County.

Kelly said this is a strange time for this to happen. These issues have been here a long time and the fact they are happening right now makes her want to wait a little bit to see where it goes. Her thought is it was good feedback and asked staff to keep the Council posted if the Commissioners decide to meet on it and make a decision. She suggested reviewing it again in January.

Taruscio said collaboration takes two willing sides. Staff has reached out but maybe it is time to extend a formal invitation from the Council to the Commissioners for a meeting in January. Before we talk about cost sharing and transport, we need the other half at the table.

Lewis is not opposed to waiting until January but doesn't want the County to issue their 30 day notice for closing. Election season is not the right time, but she would like to understand what the timeline looks like from the Commissioners.

Belknap said the County has stated that they are still in the fact finding stage. No decision has been made. The Commissioners requested additional information from the sheriff's office about transportation costs and jail repairs. It was important to staff to identify the cost the City would incur. It is clear by the comments from Council the short-term goal is to keep the jail open if possible. If Council is committed to working with the County to facilitate keeping the jail open, some modest financial contribution may be helpful in their consideration. It would be helpful to communicate with the County that there is interest from the Council to partner to ensure the jail remains open for the next 5-10 years while working on a long-term solution. He feels it is easy to justify some level of investment and encourage a solution that allows the jail to remain open. A willingness to have the conversation to identify that is mutually beneficial to the City and County to minimize the impacts we think this will have upon us.

Lewis said the findings from the City inspection do not condemn the jail. They are minor findings that could have been remedied easily. She is confused as to why the findings in the inspection would be triggering this kind of conversation right now. She would rally behind a conversation of a jail bond.

Belknap said there are other dimensions beyond the City's inspection. The County is dealing with a complex issue including the state jail inspector and certifying the facility and insuring the facility with ICRMP. Staff thinks there are solutions to work towards a partnership for a long-term solution.

Kelly said she wants a seat at the table. She is not opposed to the possibility of an incentive, but she wants to be careful as to how much. Generally speaking, the City has a good relationship with the County.

Taruscio said Moscow is not the only city that needs to be at the table and it is broader than just Moscow and Latah County.

Davis said he agrees with Taruscio in that Moscow is driving this but asked what the best way to get a conversation going is? Belknap said staff can reach out to the County and forward a message according to the consensus of the Council.

The Council came to consensus that the City wished to work with the County to identify a solution to the current jail issues and was willing to financially contribute to that effort to try to achieve a collaborative solution to keep the jail open in the short term.

REPORTS

City Council

Transportation Commission – Kelly said the Commission discussed electric bikes and regulations.
Moscow Pathways Commission – Davis said they had their annual walk. They are also discussing long term path planning with the U of I.
Planning and Zoning Commission – Blankenship said the Commission approved a rezone and preliminary plat.
Human Rights Commission – Blankenship said sponsorship of Native American Heritage Month.
SMART Transit – Lewis said they hired a new Executive Director, Casey Green. His focus is to get the fleet replacement plan in place.

Council members spoke on other meetings and events they attended.

Mayor

Mayor Bettge said November 19 is the Town and Gown event.

ADJOURN TO EXECUTIVE SESSION PER IDAHO CODE 74-206 (1)(F) - THE MEETING WILL NOT RECONVENE.
Kelly moved, Taruscio seconded to adjourn to executive session per Idaho Code 74-206 (1)(F) at 8:45 p.m. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
October 21, 2024

Present: Mayor Bettge, Bryce Blankenship, Drew Davis, Sandra Kelly, Hailey Lewis, Julia Parker, Gina Taruscio

Also Present: Bill Belknap, City Supervisor; Mia Bautista, City Attorney,

The executive session was called to order at 8:50 p.m.

1st item (74-206(1)(f)) – pending litigation): 8:50 p.m. – 8:53 p.m.

2nd Item (74-206(1)(f) - pending litigation): 8:53 p.m. – 8:58 p.m.

3rd item (74-206(1)(f) - controversies not yet being litigated but imminently likely to be litigated): 8:58 p.m. – 9:15

The executive session was adjourned at 9:15 p.m.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 4, 2024

AGENDA ITEM TITLE

Amended Professional Services Agreement-Moscow City Shop - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

ADDITIONAL PRESENTER(S)

DESCRIPTION

In April 2024, the City entered into a professional services agreement with Lombard Conrad Architects (LCA) for $320,610 in design services associated with construction of a new City shop building. Services included in the original agreement include preparation of construction drawings and specifications, bidding assistance, project inspections, and closeout, all associated with the new building. The project is proceeding as anticipated. Construction drawings have been prepared and published, and a bid opening is scheduled for November 6, 2024.

As the design advanced, it became necessary, and logical from a construction standpoint, to expand the scope included in the original agreement. Additional services include a landscape design for the public parking area, and more detailed survey work to accommodate the new project entrance along Polk Street and curbing behind the existing shop building to reduce flooding. The design team has also been directed to replace the conventional heating and cooling system for the office portions of the new building with air-source heat pumps, consistent with the City's climate action goals. Finally, the existing shop was always expected to remain and house the Street and Stormwater Departments. However, the original agreement with LCA did not include design services for any improvements to the existing building. The amended scope includes a fee for designing a new cladding system for the wall and roof, to ensure it remains safe and secure and extends the life of the facility.

In total, the additional services represent an increased cost of $22,631. This increase, and a detailed description of the new services are included in the attached, amended agreement for the Council's review and approval.

REVIEWED BY

PROPOSED ACTIONS

ACTION: Approve the amended professional services agreement.

STAFF RECOMMENDATION

Approve the amended professional services agreement for the Moscow City Shop Project.

OTHER RESOURCES

FISCAL IMPACT

Financial resources for the design and construction of the project include the General Capital, Water, and Sewer Funds, along with a portion of the City's ARPA allocation.

PERSONNEL IMPACT

ATTACHMENTS

1. Amendment Professional Services Agreement Lombard Conrad Architects-City Shop_final with attachments

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF MOSCOW, IDAHO AND
LOMBARD CONRAD ARCHITECTS FOR
THE CITY SHOP FACILITY**

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY (hereinafter “Amendment”), 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”).

WHEREAS, CITY and CONSULTANT entered into the Agreement for Professional Design Services Between the City of Moscow, Idaho and Lombard Conrad Architects for the City Shop Facility (hereinafter "Agreement") on April 2, 2024, attached as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, Section IV. Q of the Agreement authorizes modification upon written agreement of the Parties; and

WHEREAS, additional design work has been identified as the design evolved; and

WHEREAS, the Parties agree to expand the scope of services as detailed herein;

NOW, THEREFORE, CITY and CONSULTANT 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 Agreement.

1. SECTION II: SCOPE OF WORK of the Agreement shall be amended to include the attached Amended Scope of Work set forth in Exhibit "A", incorporated herein by this reference.

2. SECTION III. A. Compensation and Term of the Agreement shall be amended to modify the compensation sum in an amount not to exceed Three Hundred Forty-Three Thousand, Two Hundred Forty-One Dollars ($343,241.00).

3. All other terms and conditions of the Agreement that are not modified by this Amendment shall remain in full force and effect.

4. This 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 Amendment to be effective the date first written above.

I, Mark Heazle, 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 authorized agent to bind Lombard Conrad Architects, Inc. to this Amendment. 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:

____
Mark Heazle

CITY:

____
Arthur D. Bettge, Mayor

ATTEST:

____
Laurie M. Hopkins, City Clerk

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, Inc. (CONSULTANT), with authority to bind CONSULTANT to the terms of this Amendment.

____
Notary Public for the State of ________________
Residing at ________________________________
My commission expires_____________________

LOMBARD CONRAD ARCHITECTS

To: Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow – Community Development
504 S. Washington Street
Moscow, Idaho 83843

Amendment No: One
Date: October 21, 2024

In accordance with the Agreement dated: April 2nd, 2024

Between the Owner	City of Moscow 206 E. 3rd Street Moscow, Idaho 83843
And the Architect:	Lombard Conrad Architects, Inc. 472 W. Washington St. Boise, Idaho 83702
for the project:	**MOSCOW CITY SHOP FACILITY** **AMENDMENT # 1** **L/C PROJECT NO. 24000-01**

Authorization is requested:

[x] to proceed with Additional Services or a Change in Services as listed below
[ ] to incur Additional Reimbursable Expenses

Scope of Additional Services:

Existing Shop Re-Cladding:

- Provide construction documents for re-cladding of the wall and roof assemblies of the existing 18,300 square foot, two-story, pre-engineered metal building. The scope will include the removal of existing wall and roof panels, insulation, and vapor barrier and the installation of new insulated metal wall and roof panels.

Landscaping:

- Provide landscaping design based on plan review comments to comply with City of Moscow landscaping standards.

East Entrance Gate:

- Survey and provide site design for the east entrance gate and curbing along the south side of the existing shop building.

HVAC Revision:

- Revise HVAC system design from gas furnaces to air source heat pumps.

The following adjustments shall be made to compensation and time:

Compensation:

Current fee of $320,610.00 to be increased by $22,631.00 for a new total fee of $343,241.00

Time:

Not applicable

SUBMITTED BY:
LOMBARD CONRAD ARCHITECTS, INC.

Matt Geserick, NCARB, AIA
Principal

AGREED TO:
City of Moscow

Signature Date

Printed Name & Title

Exhibit "B"

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY

THIS AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND LOMBARD CONRAD ARCHITECTS FOR THE CITY SHOP FACILITY (hereinafter "Agreement"), is made this 2nd day of April, 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 W. 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 intends to construct a City Shop Facility (hereinafter "PROJECT"). The PROJECT will include an approximately 20,000 square foot new building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility; remodel and exterior restoration of an existing shop building; and site improvements, including utilities, infrastructure, parking, grading, and other associated PROJECT elements; 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 prepare the Design Development, final facility design, prepare construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty inspection, and warranty defect resolution assistance;

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 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 civil, structural, mechanical, electrical engineering, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation and warranty inspection, and warranty defect resolution assistance (hereinafter "Services").

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" and Exhibit "B" 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 THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS ($320,610) with an additional not to exceed sum of TWENTY THOUSAND DOLLARS ($20,000) for reimbursable expenses, as defined in the attached Exhibit "A" Section 7.C., that shall be paid as detailed in Section III.B. below. This Agreement shall be in effect until the completion of the warranty inspection and resolution of any warranty defects to the satisfaction of 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 the phasing and funding schedule provided in 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 the phasing and funding schedule located in 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 Construction Documents, 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 PROJECT and are property of CITY, which shall be delivered to CITY by CONSULTANT upon sixty (60) days after completion of PROJECT or upon termination of 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 the CONSULTANT, under this agreement, specified in the indemnification provision of this Agreement. CONSULTANT shall perform 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 Matthew Geserick 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: CITY:

Lombard Conrad Architects
Matthew Geserick
Project Manager
472 W. Washington Street
Boise, Idaho 83702

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 PROJECT shall be handled in a professional manner. After PROJECT, 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 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 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 the 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.

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.

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

CONSULTANT:	**CITY:**
Lombard Conrad Architects	City of Moscow
By: Mark Conrad	By: Arthur D Bettge
Mark Heazle	Arthur D. Bettge, Mayor

ATTEST:

CITY OF MOSCOW ★ INCORPORATED JULY 12 1887 ★ STATE OF IDAHO

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF Idaho)
) ss.
County of Ada)

On this 2nd day of April, 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.

DARLA R. THURMAN NOTARY PUBLIC Comm. No. 31303 STATE OF IDAHO

Darla R. Thurman
Notary Public for the State of Idaho
My commission expires January 15, 2029

Exhibit "A"
Scope of Services

SECTION 1. GENERAL SERVICES TO BE PROVIDED

A. GENERAL SERVICES. CONSULTANT shall provide CITY with professional services for PROJECT as outlined in this Agreement in accordance with the terms and conditions of this Agreement for the preparation and completion of professional design services (including civil, structural, mechanical, electrical, architectural, landscape architectural, irrigation, and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, as-built drawing preparation, facility operation manual preparation, warranty review and warranty defect resolution assistance.

B. GENERAL PROJECT DESCRIPTION. The PROJECT consists of a new, approximately 20,000 square foot building that will house fabrication and equipment servicing bays, offices, dedicated training areas, restrooms, showers, break rooms and associated mechanical / electrical rooms to support the facility. The building is to be designed, bid, and constructed as a pre-engineered steel structure on a cast-in-place foundation. The building is to be clad with metal wall panels, interrupted by glazed storefronts and windows at public-facing elevations. In addition, the building is to have rollup garage doors suitable for allowing irregular or large Public Works vehicles and equipment into the facility. The 8.3-acre site is non-uniform in elevation. The site design shall include accommodation for engineered earth-retention and any additional measures needed to construct the building at the desired location. The PROJECT includes site planning, including but not limited to earth moving as required, underground utilities and site infrastructure, surface water retention systems, and provision for both gravel and paved (public) parking.

SECTION 2. PREPARATION AND DESIGN PHASE

A. COORDINATION OF SURVEYS. At CITY's request, CONSULTANT shall, as part of its Services, coordinate, obtain, and pay for the services of a land surveyor. Such land survey need not include any additional setting of monuments, legal descriptions or defining of land boundary. The intent of such survey is to provide a topographic base map for the PROJECT site. It is understood that independent engineers/specialists are not a part of the design team and that the design team will rely upon their expert services. In soils, foundation, groundwater and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur which could affect total PROJECT cost and/or execution. Such conditions and cost/execution effects are not the responsibility of CONSULTANT. CONSULTANT shall not be responsible for any damages arising from the services of the land surveyor.

B. DESIGN DEVELOPMENT. Once CITY provides CONSULTANT with specific written approval of the Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CITY, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the PROJECT as to architectural, site design, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate, including a preliminary opinion of probable construction cost based on current area, volume or similar conceptual estimating techniques. CONSULTANT shall submit to CITY, drawings, probable construction cost estimates, and other items necessary to confirm financing for the PROJECT. CONSULTANT, at its own expense, shall provide a complete set of the Design Development Documents described herein for CITY's review and approval. CONSULTANT shall provide a written timetable for full and adequate completion of the PROJECT to CITY. CONSULTANT shall assist CITY in applying for and obtaining required approvals from all Federal, State, Regional or Local Agencies concerned with the PROJECT. CONSULTANT shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the PROJECT and to obtain final approval and acceptance by any agencies as may be required. CONSULTANT shall provide, for CITY's review and approval, a preliminary schedule of all color materials and selections of textures, finishes, fixtures and other matters involving an aesthetic decision about the PROJECT.

SECTION 3. CONSTRUCTION DOCUMENTS AND BIDDING PHASES

A. CONSTRUCTION DRAWINGS AND SPECIFICATIONS. Based on CITY's written approval of Design Development Documents and any further adjustments in the scope or quality of the PROJECT or in the construction budget as authorized in writing by CITY, CONSULTANT shall prepare, for approval by CITY, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT, which shall comply with all applicable laws, ordinances, codes, rules and regulations as of the date of issuance of such Construction Documents. The Construction Documents shall reflect all agreements between CITY and CONSULTANT related to CITY's budget constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities.

B. PROJECT BID ASSISTANCE. Following CITY's approval of the Construction Documents, CONSULTANT shall assist CITY in the preparation of the necessary bidding information, bidding documents, the Conditions of the Contract for construction, and the Contract between CITY and Contractor for the Project's construction for CITY's final review, approval and use.

C. CONSTRUCTION COST PREPARATION. CONSULTANT shall advise CITY of any adjustments to previous preliminary opinion of probable construction cost indicated by changes in requirements or general market conditions.

D. PERMITTING AND CONSTRUCTION APPROVAL. CONSULTANT shall provide CITY with a list of all permits, approvals or other authorizations required for the PROJECT from all Federal, State or Local Governmental Bodies with approval jurisdiction over the PROJECT.

CONSULTANT shall then assist CITY in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by CITY.

E. CONTRACT AWARD ASSISTANCE. CONSULTANT, following CITY approval of the Construction Documents and of the latest preliminary opinion of probable construction cost, shall assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

SECTION 4. CONSTRUCTION ADMINISTRATION PHASE

A. DURATION OF CONSTRUCTION ADMINISTRATION SERVICES. CONSULTANT's responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the initial Contract for Construction and terminates by the earliest of either the issuance to CITY of the final Certificate for Payment or sixty (60) days after the scheduled date of Substantial Completion of the work on the PROJECT as defined by the bidding documents.

B. Duties, responsibilities and limitations of authority of CONSULTANT under this Agreement shall not be restricted, modified or extended without written agreement of CITY and CONSULTANT.

C. CONSULTANT REPRESENTATION OF CITY. CONSULTANT shall be a representative of and shall advise and consult with CITY during the administration of the Contract for Construction. CONSULTANT shall have authority to act on behalf of CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

D. CONSTRUCTION OBSERVATION SERVICES. CONSULTANT, as a representative of CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations for the following reasons: (1) to become generally familiar with and to keep CITY informed about the progress and quality of the portion of the work on the PROJECT completed; (2) to endeavor to guard CITY against defects and deficiencies in the work on the PROJECT; and (3) to determine in general if the work on the PROJECT is being performed in a manner indicating that the work on the PROJECT, when fully completed, will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on the PROJECT. CONSULTANT shall neither have control over nor charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work on the PROJECT since these are solely the Contractor's rights and responsibilities under the Contract Documents.

E. NOTICE OF DEVIATIONS OF CONTRACT DOCUMENTS. CONSULTANT shall report to CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. CONSULTANT shall not be responsible for Contractor's failure to perform the work on the PROJECT in accordance with the requirements of the Contract Documents. CONSULTANT shall be responsible for CONSULTANT's and CONSULTANT's employees' negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work on the PROJECT.

F. ACCESS TO PROJECT SITE. CONSULTANT shall at all times have access to the work on the PROJECT wherever and whenever it is in preparation or progress.

G. COMMUNICATION WITH CONTRACTOR. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, CITY shall endeavor to communicate with Contractor through CONSULTANT about matters arising out of or relating to the Contract Documents. Communications by and with CONSULTANT's sub-consultants shall be through CONSULTANT.

H. INTERPRETATION OF CONTRACT DOCUMENTS. CONSULTANT shall make interpretations and decisions regarding the intent of the Contract Documents. When making such interpretations and initial decisions, CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor and shall not be liable for results of interpretations or decisions so rendered in good faith.

I. DISPUTE RESOLUTION. CONSULTANT shall make initial decisions on claims, disputes or other matters in question between CITY and Contractor as provided in the Contract Documents. CONSULTANT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and after CITY's review and approval per Section 2.B of this Exhibit "A".

SECTION 5. WARRANTY INSPECTION SERVICES

CONSULTANT shall attend and participate in the Contractor Warranty inspection which shall occur approximately eleven (11) months after Substantial Completion of the PROJECT. CONSULTANT shall inspect and document any and all observed warranty defects in the PROJECT and shall assist CITY in identifying appropriate corrective actions necessary to remedy said defects. CONSULTANT shall communicate such required corrective actions to Contractor and shall inspect all corrective actions to verify remedy of all identified defects to CITY's satisfaction and shall provide CITY with documentation regarding all required corrective actions and verifying final remedy and approval of such action.

SECTION 6. SCHEDULE OF SERVICE DELIVERY

PROJECT MILESTONES. Time is of the essence for each and every provision of this Agreement. CONSULTANT understands that PROJECT funding is dependent upon the expeditious progress of the PROJECT, and that such progress is dependent upon the services to be provided by CONSULTANT and timely performance of CITY's obligations under this Agreement. CITY and CONSULTANT mutually agree upon the following milestones for the CONSULTANT's delivery of Services under this Agreement:

Professional Service Task	Date of Completion
PROJECT Program Verification	2/14/2024
Design Development (DD) Phase	4/12/2024
100% DD Presentation	4/17/2024
Construction Documents (50%)	5/10/2024
Construction Documents (90%)	5/31/2024
Construction Documents/Permit Set (100%)	6/21/2024
PROJECT Plan Review	8/9/2024
PROJECT Bid Open Date	7/12/2024
PROJECT Bid Close Date	8/9/2024

SECTION 7. COMPENSATION SUMMARY

A. The Services fee shall cover all expenses related to all reasonably anticipated professional design services required for the development of the PROJECT including the preparation and completion of architectural design services (including civil, structural, mechanical, electrical, architectural, landscape, irrigation and other related building and site design and engineering services), construction drawing and specifications production, bid advertisement and award assistance, construction observation services, and warranty inspection and warranty defect resolution assistance.

B. For Services, as described in this AGREEMENT and the sections above, Total Compensation shall be based on the stipulated sum, not to exceed THREE HUNDRED TWENTY THOUSAND SIX HUNDRED AND TEN DOLLARS ($320,610).

C. CONSULTANT shall be entitled to reimbursement of direct expenses incurred and attributable to the PROJECT including, but not limited to, printing and production costs, and similar expenses. Requests for reimbursement shall include detailed information regarding the requested reimbursed expenses and describe under what conditions the cost was incurred, to provide CITY the ability to verify that expense is correct, eligible, and appropriate for reimbursement for the PROJECT. Such reimbursable expenses shall not exceed a total of TWENTY THOUSAND DOLLARS ($20,000).

D. Progress payments for Services in each Phase shall total the following percentages of the Total Compensation payable:

Design Development Phase: $89,771 (28%)

Construction Documents Phase:	$102,595	(32%)
Bidding or Negotiation Phase:	$9,619	(3%)
Construction Phase:	$102,595	(32%)
Closeout	$16,030	(5%)
Total Basic Compensation:	**$320,610**	**(100%)**

E. 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 Architect	$195 / hour
PROJECT Architect	$175 / hour
Interior Designer	$130 / hour
Project Manager	$125 / hour
Senior BIM Tech	$115 / hour
BIM Tech	$90 / hour
Emerging Professional	$105 / hour
Student Intern	$60 / hour
Clerical	$75 / hour

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.

Exhibit "B"

LOMBARD CONRAD ARCHITECTS

3/4/2024

Cody Riddle
Deputy City Supervisor, Community Development
City of Moscow – Community Development
504 S. Washington Street
Moscow, Idaho 83843

RE: **NEW MOSCOW CITY SHOP FACILITY**
PROPOSAL LETTER
L/C NO. 24000.01

Dear Mr. Riddle,

I want to thank you for giving Lombard Conrad Architects the opportunity to provide you with a proposed scope of work and fee for architectural and engineering services for the Moscow City Shop Facility.

PROJECT DESCRIPTION

There will be minimal site improvements that include a paved concrete or asphalt apron around the building, public/staff parking to the south of the building, accommodations for stormwater management, and a site access gate. Landscaping, irrigation, and overall site paving is not included. The site design will also include site and building retaining walls directly adjacent and part of the new shop building.

The project will include the construction of a new pre-engineered metal building (PEMB) of approximately 20,000 square-feet to house multiple department "suites" and located on existing maintenance property owned by the City. The department suites will be approximately 6,200 square feet of administrative office space with the remainder being vehicle accessible shop space.

There is also an existing City owned, pre-engineered metal building on the same site that the design team is in the process of evaluating. Based on the concept level estimate that the design team is preparing, the City will provide direction on the extent of the improvements. An amendment will be issued to this fee proposal to account for the chosen direction.

It is assumed that the delivery method will be Design / Bid / Build.

SCOPE OF SERVICES

Services consist of those described below and include normal architectural, structural, mechanical, electrical, civil engineering services.

Basic Civil Design Services
Services provided by Hodge and Associates

- Site Layout, grading, utility, and erosion and sediment control design
- Stormwater collection and detention design
- SWPPP design
- Retaining wall design
- Topographic Survey
  - Vertical and Horizontal Control
  - Topographic Survey for New Shop Site

a. Existing Structures
b. Utilities
c. Ground Features
d. Existing Retaining Walls
e. Existing Fence
f. Storage Areas
g. Drive Aisles
h. Parking Areas

The Architect is retaining the survey consultant solely as a convenience to the Owner. The Owner will indemnify the Architect for damages arising from the survey consultant's services and waive any survey claims against the Architect.

Basic Landscape Design Services
The scope of work for landscape design has not been defined at this time, though landscape and planting will be incorporated into the site we anticipate minimal planting and irrigation needs at this time, an allowance has been carried for the potential of landscape architectural services.

Basic Architectural Design Services
- Architectural design of a 20,000 sq. ft. PEMB.
- Interior design of approximately 6,200 sq. ft. of administrative office space
- Management of Permit Review Process
- Solicitation of Bids

Basic Structural Design Services
Services provided by LOCHSA Engineering
- PEMB Foundation Only. Provide structural engineering calculations and drawings for the approximately 20,000 sq ft PEMB foundations.
- Standard concrete pad and strip footings are assumed for the facility.
- Retaining wall design along west and north side of the PEMB
- Interior mezzanine structural design

Basic Electrical Design Services
Services provided by Eidam and Associates
- Attendance at one (1) on-site meeting with the design team, Owner, and other necessary bodies (jurisdictional authorities, utility companies, etc.) to present the Design Development phase concepts.
- Design assistance to present proposed engineering solutions to the Owner.
- Power distribution design and analysis including load, short circuit, and voltage drop calculations, specification of electrical distribution materials including standby/emergency generator systems, layout and circuiting of electrical connections, and panelboard sizing and placement.
- Lighting system design including photometric analysis, specification of lighting fixtures, control devices, circuit connections, control connections, energy code compliance, lighting control systems design, and emergency lighting system design.
- Fire alarm system design including code analysis, layout of fire alarm devices, and preparation of specifications for associated system.
- Low-voltage system design for network communications systems, security video systems, and access control systems.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

Basic Mechanical Design Services
Services provided by Musgrove Engineering
- Heating, ventilating, and air conditioning systems.

- Exhaust and make-up-air systems.
- Plumbing systems, including waste & vent, domestic hot & cold water, natural gas, and roof drainage.
- Piping for all utilities to 5'-0" outside building. Piping beyond 5'-0" shall be by civil.
- Fire sprinkler system performance specifications (if required). Final design and construction documents shall be by Fire Sprinkler Contractor.
- Assistance to the City to inventory existing equipment that is desired for relocation to the proposed new facility.

This agreement does not include landscape architectural services. It is understood that these services may be provided as a reimbursable expense to the Owner and that the Architect agrees to coordinate the work activity of these consultants.

1. Design Development Phase:

1.1. Facilitate one (1) meeting with Owner and Engineering Consultants to develop Design Development Documents.

1.2. Prepare and submit Design Development Documents in PDF format including drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and other documents illustrating the scale and relationship of Project components for approval by the Owner. Components to include:

1.2.1. Site Plan, Grading Plan, Paving Layouts, Lighting, Signage, and Utilities Plan.
1.2.2. Floor Plans, Exterior Elevations, Building Sections, Wall Sections, Interior Elevations, Casework and Millwork Elevations, Finish Schedule, Door, and Window Schedule.
1.2.3. Structural, Electrical, Mechanical, Plumbing, any Fire Protection Plans required.
1.2.4. Updates to the preliminary estimate of Probable Construction Cost and Schedule.

1.3. Facilitate a review meeting of Design Development Documents with Owner.

2. Construction Documents Phase:

2.1. Prepare and submit 50% and 90% complete Construction Documents in PDF format consisting of Drawings, Specifications and Updated Cost Estimate for review by the Owner.

2.2. Facilitate a digital review session with Owner and incorporate comments into the final set of Construction Documents.

2.3. Assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4. Prepare 100% complete Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project for approval by the owner.

2.5. Assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3. Bidding or Negotiation Phase:

3.1. Assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

3.2. Reproduce and distribute bid sets to interested bidders, plan houses, etc. Keep a record of Plan Holder list.

3.3. Chair pre-bid meeting and attend Bid Opening.

3.4. Respond in writing to questions from bidders and prepare addenda as necessary.

4. Construction Phase-Administration of the Construction Contract:

4.1. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

4.2. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

4.3. The Architect and the Engineers shall visit the site to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

4.3.1. The Architect shall visit the site and attend construction meetings at least once each month with a maximum of twelve (12) site visits over the duration of the project that include the punch list and one punch list backcheck. The Architect will be compensated for site visits in excess of this number as additional services.

4.3.2. The Architect is not responsible for sequencing, means, and methods of construction or job site safety.

4.4. The Architect shall review and certify the amounts due to the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as noted above and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents.

4.5. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.6. The Architect shall prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work for the Owner's approval and execution in accordance with the Contract Documents.

4.7. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.

4.8. The Architect shall issue, review and forward to the Owner closeout submittals, records, written warranties and related documents required by the Contract Documents from the Contractor for completeness and forward to the Owner.

4.9. The Architect shall provide support services as needed during project closeout process.

SERVICES NOT INCLUDED

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

- Permits and fees
- Landscape architecture services
- Geotechnical services and reports
- Material and quality control testing
- Energy modeling services
- Audio/visual design services
- Furniture, Fixture, Equipment Design
- LEED certification services
- Design and Specification of owner provided items
- Discovery or removal procedures for hazardous waste, subsurface debris, wells, underground tanks, federally-listed species or archeological artifacts.
- Commissioning services
- Value Engineering Services after bidding/procurement period

BASIC COMPENSATION – FIXED FEE

For the services as described, compensation shall be a fixed fee of **Three Hundred Twenty Thousand Six Hundred Ten Dollars and 00/100 dollars ($320,610.00)**, plus reimbursable expenses:

Progress payments for services in each phase shall total the following percentages of the total compensation payable:

Design Development Phase	$ 89,771.00
Construction Documents Phase	$ 102,595.00
Bidding or Negotiation Phase	$ 9,619.00
Construction Phase	$ 102,595.00
Closeout	$ 16,030.00
Total Compensation	**$ 320,610.00**

Travel Allowance
Allowance provided for travel time to and from the site is included in the basic compensation amount based on the anticipated trips listed by the architect and consultants below

Architect
- Design phase trips (1)
- Construction administration trips (10)
- Punch list and punch list backcheck trips (2)

Civil
- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Structural Engineer
- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Electrical Engineering
- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Mechanical Engineering
- Design phase trips (1)
- Construction administration trips (2)
- Punch list trips (1)

Design Service Allowance Limit
Allowance will be agreed to and approved via amendment by the architect and owner prior to proceeding with services.

Landscape Architecture Design Allowance	$	6,000.00

PAYMENT

Invoices will be issued monthly and are payable within thirty (30) days of the date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Owner.

LOMBARD-CONRAD will invoice professional fees monthly, on a percent complete basis throughout the project term.

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 the Architect, the Architect's employees and Consultants directly related to the project.

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

COMPENSATION FOR ADDITIONAL SERVICES

Additional services, if requested by the Owner, will be performed on a stipulated sum or current hourly rate basis, as agreed to in writing by both parties prior to initiating the additional services. For additional services of the Architect on an hourly basis compensation shall be computed as follows:

2024 Hourly Billing Rates

Architectural Hourly Billing Rates

Principal	$195
Architect	$175
Interior Designer	$130
Project Manager	$125
Senior BIM Tech	$115
BIM Tech	$ 90
Emerging Professional	$105
Student Intern	$ 60
Word Processing	$ 75

Civil Engineering Hourly Billing Rates

Principal Engineer	$130
Professional Engineer	$120
Project Manager / Designer	$120
Engineer-In-Training	$90
Clerical	$65
Drafting/CADD	$90
Professional Land Surveyor	$130
Crew Chief	$90
1 Man Survey Crew	$130
2 Man Survey Crew	$200
3 Man Survey Crew	$210
Intern Drafting/CADD	$60

Mechanical Engineering Hourly Billing Rates

Principal	$190
Associate	$170
Commissioning Agent	$165
Energy Modeling	$165
Senior Project Engineer	$165

Project Manager	$150
Project Engineer	$110
Senior Project Designer	$110
Project Designer	$100
CADD Operator	$90
Administrative Assistant	$80

Electrical Engineering Hourly Billing Rates

Principal	$186
Senior Electrical Engineer	$171
Electrical Engineer I	$142
Electrical Engineer II	$127
Electrical Engineer III	$100
Project Manager	$154
Electrical Designer	$100
Production Manager	$141
Senior Drafter	$116
Drafter I	$105
Drafter II	$82
Drafter III	$69
Office Administrator	$90
Clerical	$63

Structural Engineering Hourly Billing Rates

Structural Director / Principal	$250
Structural Associate Director	$200
Structural Senior Project Manager	$180
Structural Project Manager	$160
Structural Project Engineer	$150
Structural Senior Designer	$150
Structural Designer	$135
Structural Intern	$110
Structural Drafting Manager	$170
Structural Drafting Assistant Manager	$150
Structural Drafting Senior Designer	$150
Structural Drafting Senior Virtual Design Coordinator	$140
Structural Drafting Designer	$140
Structural Drafting Virtual Design Coordinator	$130
Structural Drafting Technician	$120
Office/Administrative Support	$90

The rates for services of the Architects and the Architect's Consultants are applicable in the calendar year noted above. Positions and hourly rates are subject to review and adjustment annually.

For additional services of Consultants, including additional structural, mechanical and electrical engineering services, a multiple of one-point-one (1.1) times the amounts billed to the Architect for such services will be billed.

If this proposal meets with your approval we will be glad to suggest a formal contract for these services. We look forward to working with you to meet your goals for your project.

Sincerely,
LOMBARD CONRAD ARCHITECTS, INC.

Mark Conrad

Mark Heazle, AIA, NCARB
Partner

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 4, 2024

AGENDA ITEM TITLE

Public Hearing: Ordinance Amending Moscow City Code Title 4, Chapter 6 Regarding Landscape Buffer Yard Requirements (ACTION ITEM) - Mike Ray

RESPONSIBLE STAFF

Michael Ray, Assistant CD Director/Planning Manager

ADDITIONAL PRESENTER(S)

DESCRIPTION

Moscow City Code Title 4, Chapter 6, Section 6-5 currently addresses landscape buffer yard requirements and has not been updated in some time. Landscape buffer yards are intended to provide a visual buffer between uses of different intensity, to reduce erosion and storm-water runoff, to protect property values, and to eliminate potential land use conflicts by mitigating adverse impacts from dust, odor, litter, noise, glare, lights, signs, buildings or parking areas. The Planning and Zoning Commission has been working on updating the landscape buffer yard requirements to provide more flexibility in the application of the standards, to update the illustrations to better convey the requirements, and to correct minor inconsistencies. On July 10, 2024, the Planning and Zoning Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The Administrative Committee reviewed this item at their October 28, 2024 meeting.

REVIEWED BY

Planning and Zoning Commission

PROPOSED ACTIONS

PROPOSED ACTIONS: After considering public testimony, approve 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 consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

STAFF RECOMMENDATION

After considering public testimony, approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2024 Ordinance - Amending Title 4 C06 - Buffer Yard Requirements_Final
2. Memo - Buffer Yard Amendments

3. Public Hearing Notice
4. P&Z Minutes

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 4, CHAPTER 6, SECTION 6-5; PROVIDING FOR THE AMENDMENT OF BUFFER YARD REQUIREMENTS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Moscow City Code Title 4, Chapter 6, Section 6-5 addresses buffer yard requirements; and

WHEREAS, buffer yard requirements are intended to provide a visual buffer between uses of different intensity, to reduce erosion and storm-water runoff, to protect property values, and to eliminate potential land use conflicts by mitigating adverse impacts from dust, odor, litter, noise, glare, lights, signs, buildings or parking areas; and

WHEREAS, the City buffer yard requirements have not been updated for some time and the City wishes to update the requirements to provide more flexibility in the application of the standards; and

WHEREAS, on July 10, 2024, the Planning and Zoning Commission conducted a public hearing upon the amendments contained herein and recommended approval to the City Council; and

WHEREAS, on November 4, 2024, the City Council conducted a public hearing and considered and adopted the amendments contained herein;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1: 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 sections of this Ordinance.

SECTION 2: That Moscow City Code Title 4, Chapter 6, Section 6-5 be amended as follows:

…

Sec. 6-5. Buffer Yard Requirements.

A. Purpose: The purposes of this Section establishing standard buffer yard requirements are to provide a visual buffer between uses of different intensity, to reduce erosion and storm-water runoff, to protect property values, and to eliminate potential land use conflicts by mitigating adverse impacts from dust, odor, litter, noise, glare, lights, signs, buildings or parking areas.

B. Buffer yards required: Buffer yards shall be provided in accordance with the provisions of this S~~s~~ection whenever any use, development, or modification to use or development is being reviewed under this Zoning Code.

C. Table of Required Buffer Yards: Table 1 titled "Required Buffer Yards Between Zoning Districts" is hereby adopted as part of this Section (see page following). The letter designation in Table 1 refers to the buffer yard standards established in Figure 2 (see page following).

D. Buffer Yard Standards: Buffer yard requirements vary depending on the intensity of both the zoning district of the proposed use and ~~its neighbors~~the zoning district of the adjacent property. Three different standards, A, B, and C, are hereby established to accommodate the range of buffer yard needs. Buffer yards shall conform to the minimum standards provided in Figure 2.

E. Location: All required buffer yards shall be located on the perimeter of a lot or parcel upon which the development occurs and shall extend from lot line to lot line, or in an alternative location if the applicant demonstrates that it will provide an equivalent or superior buffering effect between uses. Buffer yards shall not be located on any portion of a public or private street, dedicated right-of-way or vision clearance triangle.

F. Plant Size: The minimum size of plants at the time of planting shall be as follows:

1. Canopy trees - One and one-half inch (1.5”) caliper.
2. Understory trees - One and one-quarter inch (1.25”) caliper~~four feet (4’) in height~~.
3. Shrubs – One (1) gallon in size for perennial and at least two (2) gallons in size for deciduous or evergreen.
   ~~a. deciduous - fifteen inches (15”) in height.~~
   ~~b. evergreen - twelve inches (12”) in height.~~
4. ~~Evergreen trees - three feet (3’) in height.~~

G. Existing Vegetation: Existing trees and other vegetation may be used in combination for buffering if they are healthy and will satisfy the requirements of this ~~section~~Section.

H. Fences and Berms:
1. A fence provided to meet the requirements of a "C" buffer yard shall be solid, view obscuring, and constructed of natural materials and/or masonry, and shall be at least six feet (6’) in height.
2. If a landscaped berm at least three feet (3’) in height is provided in a "B" buffer yard, plantings provided at the "A" buffer yard level will satisfy the buffer yard requirement.
3. If a landscaped berm at least three feet (3’) in height is provided in a "C" buffer yard, no fencing shall be required.

I. Arterial Streets: Where an arterial street separates the incompatible uses requiring a buffer yard, then if a "C" buffer yard would normally be required, a "B" buffer yard will satisfy the requirement; ~~and~~ if a "B" buffer yard would normally be required, an "A" buffer yard will satisfy the requirement~~.~~; and if an “A” buffer yard would normally be required, the “A” buffer yard may be reduced to five feet (5’) in width.

J. Preparation of Buffer Yard Plan: Whenever buffering is required, a buffer yard plan, which may be incorporated into any other site plan required to be submitted under this Zoning Code, shall be prepared showing the approximate location, height, size and type of all plantings, fences and berms.~~, and irrigation systems.~~ Native plantings and xeriscaping are encouraged for water savings, reduced maintenance, reduction in fertilizers and pesticides, increased pollination, and a reduction in yard waste.

TABLE 1

REQUIRED BUFFER YARDS BETWEEN ZONING DISTRICTS

~~**Required Buffer Yards**~~

~~**Between Zoning Districts**~~

~~zone of proposed use~~

zone of adjacent property

	FR	SR		R-1	R-2	R-3	R-4	RO	BN	RTO	CB	GB	MB	I	U
FR							A	A	A	A	B	B	B	B	
SR							A	A	A	A	B	B	C	C	
R-1							B	A	B	B	B	B	C	C	
R-2							A	A	A	A	B	B	B	C	
R-3							A	A	A	A	B	B	B	C	
R-4				A	A				A	A	B	B	B	C	
RO				A	A	A						A	A	C	
BN	A	A		A	A	A	A							A	
RTO		A		A	A	A	A							A	
CB	A	B		B	B	B	B	A						A	
GB	A	B		B	B	B	B	A						A	
BN	A	B		B	B	B	B	A						A	
I	A	B		B	B	B	B	B	A	A					
U															

~~No buffer yard required if space is blank~~

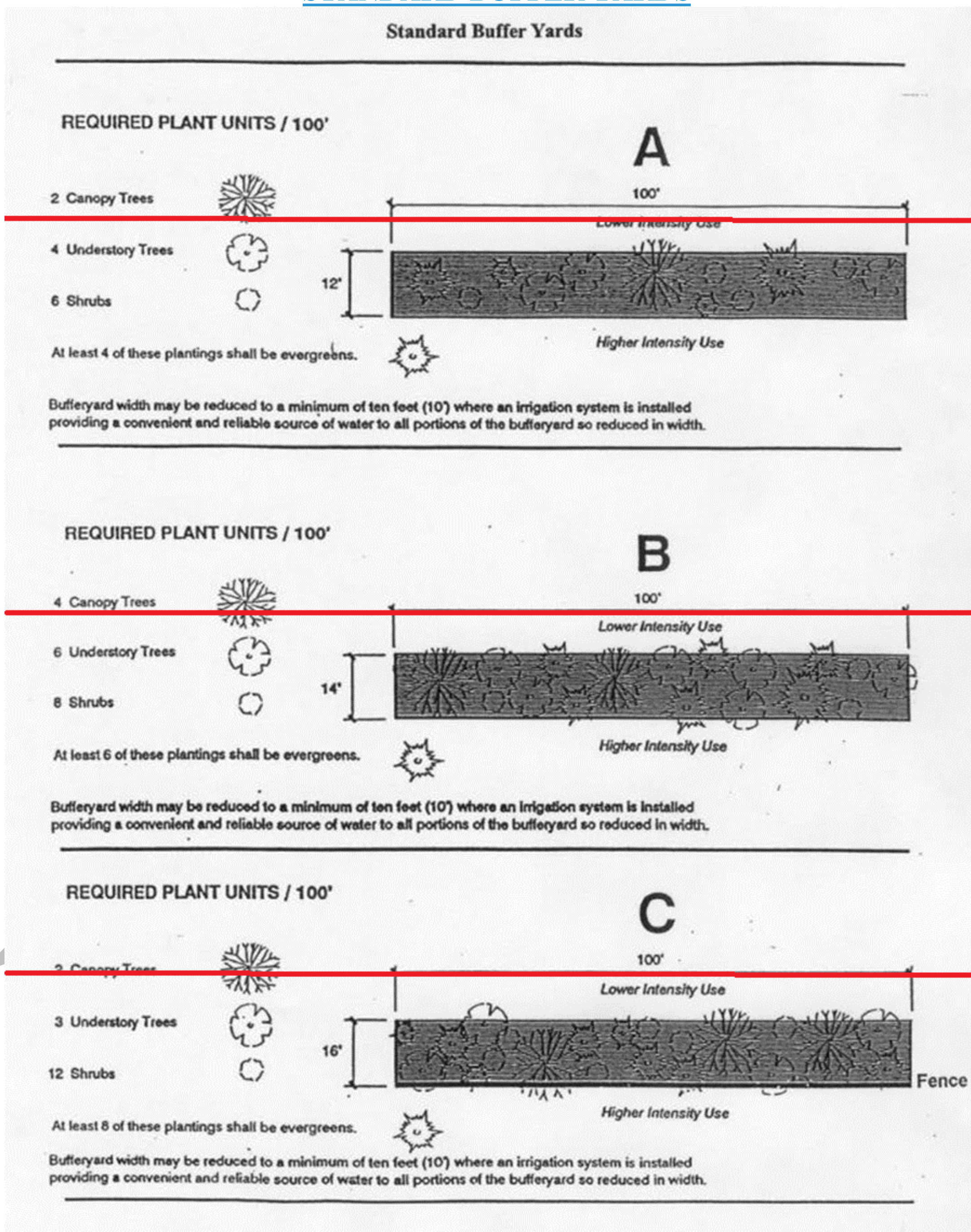
Zone of Proposed Use

Zone of Adjacent Property	FR	SR	R-1	R-2	R-3	R-4	RO	NB	RTO	CB	GB	MB	I	UMC	U
FR						A	A	A	A	B	B	B	B	B	
SR						A	A	A	A	B	B	C	C	B	
R-1						B	A	B	B	B	B	C	C	B	
R-2						A	A	A	A	B	B	B	C	B	
R-3						A	A	A	A	B	B	B	C	B	
R-4			A	A				A	A	B	B	B	C	B	
RO			A	A	A						A	A	C		
NB	A	A	A	A	A	A							A		
RTO		A	A	A	A	A							A		
CB	A	B	B	B	B	B	A						A		
GB	A	B	B	B	B	B	A						A		
MB	A	B	B	B	B	B	A								
I	A	B	B	B	B	B	B	A	A						
UMC	A	B	B	B	B	B	A								
U															

*No Buffer Yard Required if Space is Blank

FIGURE 2

STANDARD BUFFER YARDS



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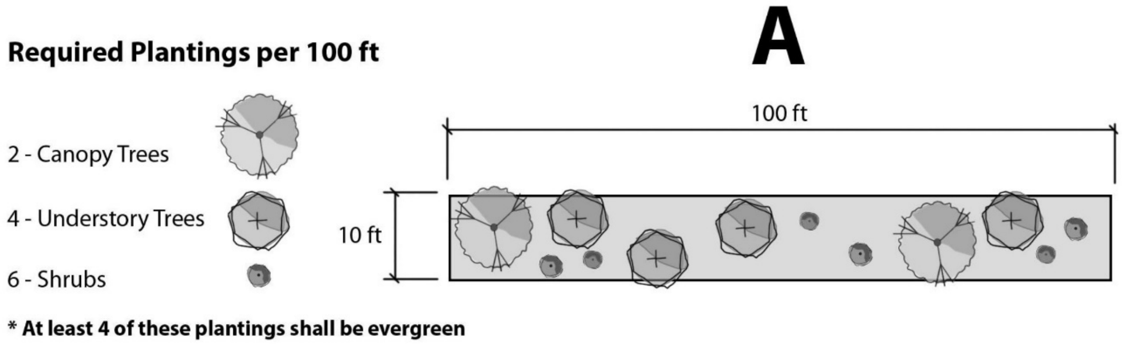
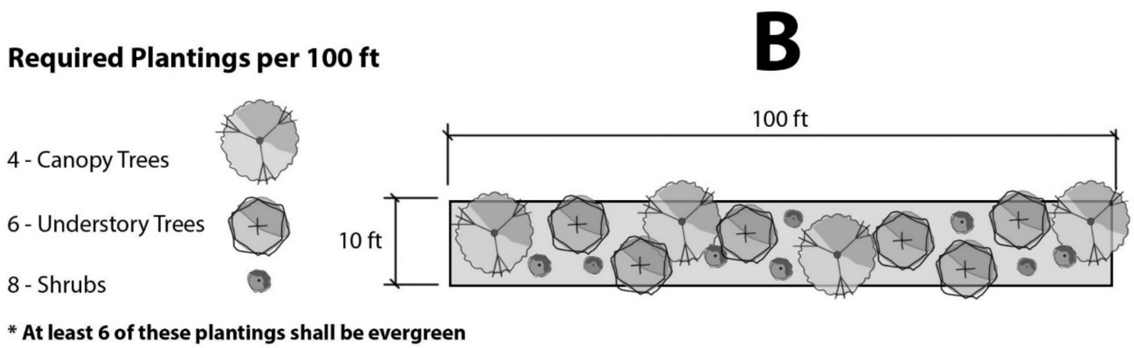
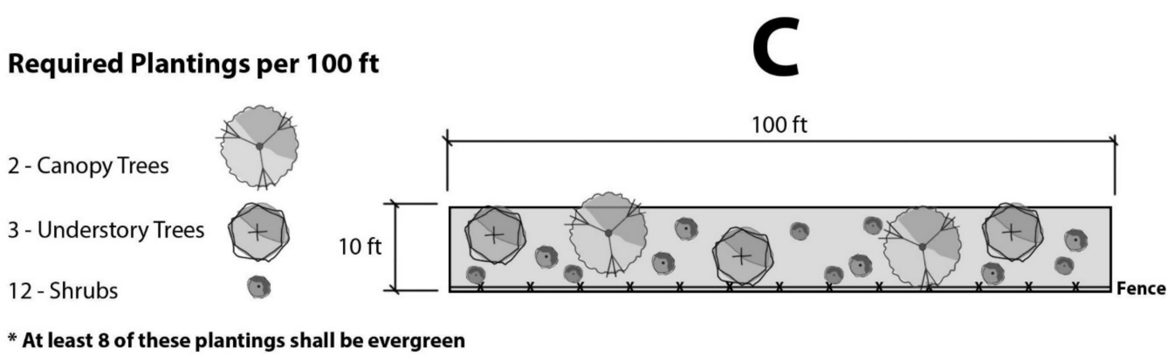






K. Time of Completion: All buffering required by this ~~section~~ Section shall be installed prior to occupancy or commencement of use. A zoning certificate shall be issued only upon completion of all improvements required herein or upon receipt of appropriate financial commitment (subject to the approval of the City Attorney as to form and content) ~~insuring~~ensuring the completion of all required improvements within a reasonable period of time, which in no event shall be longer than twelve (12) months after issuance of the zoning certificate.

L. Maintenance of Required Buffer Yards: The maintenance of buffer yards required by this ~~section~~ Section is a continuing obligation of the property owner. The use of property for which a zoning certificate is issued shall be conditional upon the continued satisfaction of the requirements of this ~~section~~Section.

~~L.~~M. Consideration of Adjacent Uses: In circumstances where the proposed use of a property and the existing use of the adjacent property are of similar intensity and compatibility, the Zoning Administrator shall be permitted to allow deviations in buffer yard standards, including the elimination of the buffer yard if deemed appropriate.

…

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 4: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of City of Moscow, Idaho Municipal Code, the definition contained within those portions of the Moscow Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance. The remaining Chapters and Sections of Title 4 shall be in full force and effect.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

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 an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on ________, 2024 and attest to the Mayor's signature.

____
Laurie M. Hopkins, City Clerk

City of Moscow
Community Development

Memo

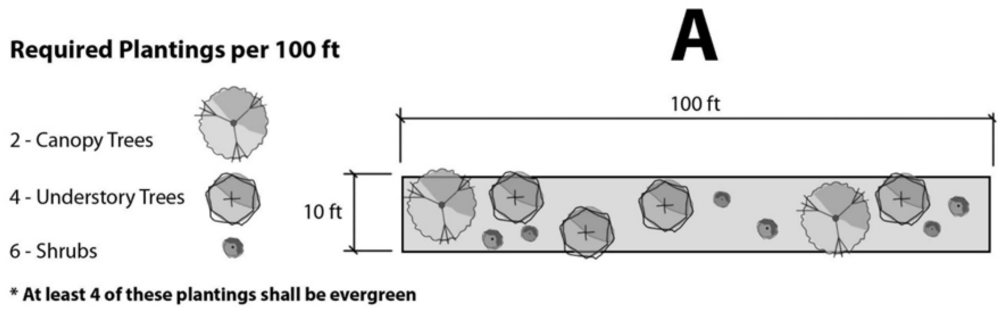
To: Mayor and City Council

From: Mike Ray, AICP - Planning Manager

Date: October 21, 2024

Re: Amendment of Title 4, Chapter 6 of Moscow City Code Regarding Landscape Buffer Yard Requirements

The Planning and Zoning Commission has been working on updating the landscape buffer yard requirements section of the Zoning Code over the past year. Landscape buffer yards are intended to provide a visual buffer between uses of different intensity, to reduce erosion and storm-water runoff, to protect property values, and to eliminate potential land use conflicts by mitigating adverse impacts from dust, odor, litter, noise, glare, lights, signs, buildings or parking areas. The code has established three types of standard landscape buffer yards which vary in width and each contain a certain number of canopy trees, understory trees, and shrubs per 100 lineal feet. The three landscape buffers are the Type A, Type B, and Type C buffer yards, which range from the least intensive Type A to the most intensive Type C buffer yard. Below is an example of the Type A buffer yard requirements:



Buffer yard requirements vary depending on the intensity of both the zoning district of the proposed use and the zoning district of the adjacent property. The code contains a matrix which lists the corresponding zoning districts of both the proposed use and adjacent use, which align to inform which type of landscape buffer yard shall be applied. Both the figures for the landscape buffer yards and the buffer yard matrix have not been updated for many years and contain errors. For instance, the buffer yard matrix has one blank column, contains an incorrect acronym, and does not include the UMC Zone. The figure for the standard buffer yards appears to be a scanned image from prior zoning codes and is hard to read. Therefore, staff has updated both the standard buffer yards and the buffer yard matrix to be consistent with the style of other Zoning Code updates which have occurred, mainly within the parking lot landscaping standards section of the code. The plant size requirements have also been amended to be consistent with the parking lot landscaping standards section, which was previously updated to follow industry established sizes.

Other updates include standardizing the required width to 10 ft for all three standard buffer yards. Currently, the buffer yard widths vary between 12 ft and 16 ft, but are all allowed to be reduced to 10 ft if an irrigation system is installed. Typically, after the plantings are established in the first year or two they don't require consistent watering to stay alive. It is also the property owner's continued obligation that the plantings remain alive or else they will need to be replaced. Therefore, the Planning and Zoning Commission is proposing to require 10 ft of width on all the landscape buffers, regardless of whether an irrigation system is installed or not.

When there is an arterial street which separates uses which require a buffer yard, then the buffer yard is allowed to be reduced in intensity. For instance, if a Type C buffer yard would normally be required, then a Type B buffer yard is permitted. However, if a Type A buffer yard is required there is no option to lessen the intensity since the Type A buffer yard is the least intensive of the three buffer yards. Therefore, the Commission is proposing that the Type A buffer yard be allowed to be reduced to 5 ft in width instead of 10 ft in width when adjacent to an arterial street.

The final update is related to allowing the Zoning Administrator some flexibility to allow deviations in buffer yard standards when the proposed and existing uses are of similar intensity and compatibility. There have been numerous instances over the years where uses which have a fairly low impact on other adjacent uses have been developed in intensive zones such as the Industrial Zone and because of the zoning configuration in the area have been required to install buffer yards. In other circumstances there have been irregular zoning boundaries which create buffer yard requirements that do not serve any purpose. So, the Commission is proposing that that the Zoning Administrator be able to take those circumstances into consideration and allow deviations up to the elimination of the buffer yard if deemed appropriate.

On July 10, 2024, the Planning and Zoning Commission conducted a public hearing upon the proposed ordinance and recommended approval to City Council. The proposed ordinance has been scheduled for a public hearing before City Council at the Council's upcoming November 4, 2024 meeting.

NOTICE OF PUBLIC HEARING

Legislative Hearing Providing for the Amendment of Title 4, Chapter 6 of Moscow City Code Regarding Landscape Buffer Yard Requirements.

A public hearing at which you may be present and speak will be conducted before the Moscow City Council at which time the following proposal will be considered:

> Legislative Hearing Providing for the Amendment of Moscow City Code Title 4, Chapter 6; Providing for the Amendment of Landscape Buffer Yard Requirements.

The City of Moscow Planning and Zoning Commission conducted a public hearing for the proposed ordinance on July 10, 2024, and recommended approval to City Council.

HEARING DATE: Monday, November 4, 2024

HEARING LOCATION: Council Chambers on the Second Floor of Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME: 7:00 p.m.

Note: Meeting start time is not necessarily indicative of hearing start time for the proposal advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur later in the meeting.

The file containing information on this matter is available for public review at the Community Development Department located in the Haddock Building at 504 South Washington Street, Moscow, Idaho. Call 208-883-7035 to get a meeting agenda and further information about the matter.

Verbal testimony at the hearing is generally limited to three (3) minutes time. Minor amounts of written materials (less than two (2) pages) may be submitted to the hearing body at any time prior to the close of comments, as determined by the hearing body. More in-depth written materials require at least five (5) calendar days for review prior to the hearing. You may obtain further information about the public hearing process and procedures on the City's Website at: https://www.ci.moscow.id.us/593/Public-Hearing-Notices

Laurie M. Hopkins, Moscow City Clerk

Jennifer R. Fleischman, Deputy City Clerk

Published: Saturday, October 19, 2024

PLANNING & ZONING COMMISSION

Dennis Wilson Commission Chair P&Z@ci.moscow.id.us	**Regular Meeting** **~Minutes~**	Mike Ray Staff Liaison 208.883.7008

https://www.ci.moscow.id.us/457/Planning-Zoning-Commission

Wednesday **July 10, 2024**	**7:00 PM**	**Council Chambers** **206 E Third Street**

Wilson called the meeting to order at 6:58 PM

MEMBERS PRESENT:	Dennis Wilson, Chair; Rich Beebe, Scott Gropp, Joel Hamilton, Robb Parish, Nels Reese, Sue Scott, Victoria Seever
MEMBERS ABSENT:	Cole Mize
OTHERS:	Bryce Blankenship
STAFF:	Jennifer Fleischman, Mike Ray

REGULAR AGENDA

1. Approval of June 12, 2024 Minutes (ACTION ITEM)
Scott moved for approval of the minutes as written, seconded by Parish. Roll Call Vote; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

2. Public Comment

Time limit 15 minutes. Members of the Public may speak to the Commission regarding matters NOT on the Agenda nor currently pending before the Planning and Zoning Commission. Please state your name and resident city for the record and limit your remarks to three (3) minutes.

None.

3. Public Hearing: Legislative Hearing Providing for the Amendment of Title 4, Chapter 6 of the Moscow City Code Regarding Landscape Buffer Yard Requirements (ACTION ITEM)

Landscape buffer yard requirements are intended to provide a visual buffer between uses of different intensity, to reduce erosion and storm-water runoff, to protect property values, and to eliminate potential land use conflicts by mitigating adverse impacts from dust, odor, litter, noise, glare, lights, signs, buildings or parking areas. The City buffer yard requirements have not been updated for some time and staff wishes to update the requirements to provide more flexibility in the application of the standards.

Ray presented the proposed Code Amendment as described above, and recommended the Commission approve and put before City Council. There was clarification about the differences between setbacks and landscape buffers, and it was mentioned that Code prohibits landscape buffers from being in the vision clearance triangle.

Public Hearing opened at 7:13 PM

No comments.

Public Hearing closed at 7:14 PM

UMC is the Urban Mixed Commercial Zoning District and encompasses primarily the Legacy Crossing

Overlay District. The City controls all permitting requirements when the University of Idaho leases property or buildings to a private entity. There was a discussion about Large Retail Establishment requirements.

Seever moved to recommend approval of the proposed Code Amendment for Landscape Buffer Yard Requirements, as written. The motion was seconded by Beebe. Roll Call Vote; Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

REPORTS

1. Transportation Commission meeting report.

The June meeting was cancelled and the next meeting is scheduled for July 11th. Hamilton shared some of the items on the agenda.

2. The Commissioners discussed a couple of the articles from the continuing education material that was handed out at the last meeting.

ANNOUNCEMENTS

Wilson thanked Mize for Chairing at the last meeting.

UPCOMING EVENTS/MEETINGS

The next Planning & Zoning Commission regular meeting is scheduled for July 24, 2024.

The next regular meeting of the Planning & Zoning Commission will be cancelled.

Wilson declared the meeting adjourned at 7:28 PM

D. Wilson

Dennis Wilson, Chair

8/14/24

Date

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 4, 2024

AGENDA ITEM TITLE
City of Moscow Financial Policy Update (ACTION ITEM) - Sarah Decker

RESPONSIBLE STAFF
Sarah Decker, Director of Finance & Employee Services

ADDITIONAL PRESENTER(S)

DESCRIPTION
The City of Moscow is updating its Financial Policy, Resolution 2011-11, to comply with current Idaho State Code requirements, GFOA best practices, and to include City of Moscow governmental funds that have been created or to eliminate City of Moscow governmental funds that no longer exist.

REVIEWED BY
This was reviewed by the Administrative Committee on October 28, 2024, and recommended for approval.

PROPOSED ACTIONS
PROPOSED ACTIONS: Approve the updated City of Moscow Financial Policy, or take other action deemed appropriate.

STAFF RECOMMENDATION
Approve the updated City of Moscow Financial Policy.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS
1. Resolution 2024 - Financial Policy_final with attachment

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPEAL OF RESOLUTION 2011-11 AND FOR SAID RESOLUTION TO BE REPLACED WITH THIS RESOLUTION ADOPTING A CITY OF MOSCOW FINANCIAL POLICY INCLUDING PROVISIONS RELATED TO REVENUE, OPERATING EXPENDITURES, CAPITAL EXPENDITURES, DEBT, AND FUND BALANCE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, City of Moscow has an important responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan the adequate funding of services and facilities desired and needed by the public; and

WHEREAS, the City strives to ensure that it is capable of adequately funding and providing local government services needed by its citizens; and

WHEREAS, the City's financial policies include specific objectives designed to ensure its continued fiscal well-being; and

WHEREAS, some of these objectives include protecting the City Council's policy-making ability by ensuring that important policy decisions are not controlled solely or principally by financial problems or emergencies, enhancing the Council's effectiveness by providing accurate information regarding programing, operations, and other costs, and providing City Management with accurate and timely information relating to current and anticipated financial conditions;

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

1. That City of Moscow Resolution 2011-11 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 financial policies set forth herein be utilized to guide City Management in matters related thereto.

3. 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 a Resolution passed at a regular meeting of the City Council, City of Moscow, held on ____________, 2024 and attest to the Mayor's signature.

____
Laurie M. Hopkins, City Clerk

Exhibit "A"

City of Moscow
Financial Policy
Adopted by Resolution 2024 -

I. GENERAL POLICY PRINCIPLES

A. Statement of Purpose

The City of Moscow, Idaho has an important responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely and to plan the adequate funding of services and facilities desired and needed by the public. The City strives to ensure that it is capable of adequately funding and providing local government services needed by the municipality.

B. Statement of Policy

The City's financial policy has specific objectives designed to ensure its continued fiscal well-being. These objectives include:

1. Ensuring that the City manages all public funds in accordance with all applicable laws and regulations, and more specifically, with Idaho Code Title 50 and Title 67.

2. Protecting the governing body's policy-making ability by ensuring that important policy decisions are not controlled solely or principally by financial problems or emergencies.

3. Enhancing the City Council's policy-making ability by providing accurate information on the costs for City sponsored programs, operating expenses, and other costs that arise throughout the year.

4. Assisting with sound management of the City government’s finances by providing accurate and timely information on current and anticipated financial conditions utilizing the Government Finance Officers Association (GFOA) best practices and Governmental Accounting Standards Board (GASB) pronouncements.

5. Providing sound financial accounting principles in accordance with the Generally Accepted Governmental Auditing Standards (GAGAS), the Generally Accepted Accounting Principles (GAAP), and the GASB, to guide the important decisions of the Council and of City management which have significant fiscal impact (Idaho Code § 67-450B).

6. Setting forth operational practices and oversight that minimize cost and financial risk to the City consistent with the services desired and needed by the public.

7. Employing the revenue policies as provided herein and forecasting tools to attempt to prevent undue or unbalanced reliance on certain revenues, including property tax, which distribute the cost of municipal services fairly and which provide adequate funds to operate desired programs.

8. Assisting City Management with providing essential public facilities and preventing deterioration of the City’s infrastructure and facilities by tracking the City’s fixed asset inventory and depreciation and assisting with long range forecasting and budgeting.

9. Protecting and enhancing the City's credit rating and preventing default on any municipal debts by following GFOA best practices and recommendations specific to debt ratios and by the completion of the City audits and the Annual Comprehensive Financial Report (ACFR) and GFOA award.

10. Ensuring, to the greatest extent possible, the legal use and protection of all City funds through efficient systems of financial security and internal control.

II. REVENUE POLICY

A. Statement of Purpose

This revenue policy is designed to ensure:

1. Diversified and stable revenue sources;

2. Adequate long-term funding by using specific revenue sources to fund related services and programs;

3. Funding levels which accommodate efficient provision and maintenance of all City services and programs; and

4. Revenues generated by fees are sufficient to provide City services or programs equitably and are calculated to ensure the fees are reasonably related to the service being provided.

B. Statement of Policy

1. The City shall endeavor to maintain a diversified and stable revenue system in order to avoid short-term fluctuations that may result from dependence upon a single revenue source.

2. Each existing and potential revenue source shall be reviewed annually to ensure that information is kept current and relevant.

3. The City shall use one-time revenues for capital expenditures and/or one-time expenditures and not to fund recurring expenditures.

4. All revenue forecasts shall be reasonable and conservative. The revenue forecast shall be projected from every source of revenue based on actual collections from the preceding years and estimated collections from the current fiscal year, while considering known circumstances which will impact revenues for the new fiscal year.

5. The City Treasurer shall provide a monthly Treasurer's Report (on the status of the City's treasury) and a monthly Revenue Report to Council and City Administration, under oath, no less than sixty (60) days upon the conclusion of any month (Idaho Code § 50-208).

6. The City shall collect revenues which are due by using all legal avenues.

7. The City shall attempt to maximize the application of its financial resources by obtaining supplementary funding through agreements with other public and private agencies for the provision of public services or the construction of capital improvements.

8. The City shall consider market rates and charges levied by other public and private organizations for similar services when establishing tax rates, fees and charges.

9. The City shall attempt to maximize the utilization of user charges in lieu of ad valorem taxes (property taxes) for services that can be individually identified and where the costs are directly related to the level of service. User fees shall be reviewed each year and adjusted to reflect cost increases or decreases.

10. The City shall publish notice and hold a public hearing prior to adopting an increase in fees of more than five percent (5%) or imposing a new fee (Idaho State Code § 63-1311 and § 63-1311A).

11. Enterprise Funds and Internal Service Funds shall be self-supporting. The City shall recover an administrative transfer fee from enterprise operations. The administrative transfer fee shall be considered a payment for administrative support functions (e.g., oversight management, accounting, human resources assistance, legal, and engineering

services). The City shall perform internal cost studies to assure compliance with City cost recovery.

C. All City funds shall be managed in accordance with the City Investment Policy, which requires the funds to:

1. Be safely invested in accordance with law (Idaho Code § 50-1013);

2. Ensure a sufficient level of liquidity to meet cash flow needs; and

3. Be invested at the maximum yield possible.

III. OPERATING EXPENDITURES POLICY

A. Statement of Purpose

City expenditures policy is designed to:

1. Identify priority services;

2. Establish appropriate service levels; and

3. Administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.

B. Statement of Policy

1. The City shall adopt, by appropriation ordinance, pursuant to law, a balanced budget and file said ordinance with the Idaho office of the Secretary of State. The City annual budget shall appropriate sufficient funds for operating, recurring expenditures necessary to maintain established quality, and scope of City services (Idaho Code § 50-1002 and § 50-1003).

2. Expenditures shall be budgeted and controlled so as to not exceed current revenues plus the planned use of fund balance accumulated through prior years

3. The City shall maintain a budgetary control system managed by designated City Staff and the Finance Department which shall enable it to adhere to the adopted budget. This includes a centralized record keeping system to be adhered to by all departments receiving annual appropriations (Idaho Code § 50-1006).

4. Personnel service expenditures shall reflect employee resources necessary to provide established quality and scope of City services. The City shall maintain an employee compensation and benefit package competitive in the City's labor market with other similar government entities and, when quantifiable, private service industries to attract and retain a quality workforce necessary for providing high-quality service.

5. Maintenance and supply expenditures shall be sufficient to ensure optimal productivity of City employees. Maintenance expenditures shall be sufficient to address the deterioration of the City's capital assets with available resources. Regular maintenance of City capital assets should be regularly conducted to ensure a relatively stable level of maintenance expenditures each budget year.

6. All City employees shall adhere to the Procurement and Purchasing Policy adopted by City Council through Resolution relating to travel, meeting and conference expenses.

7. The City Treasurer shall provide a monthly Treasurer's Report (on the status of the City's treasury) and a monthly Expenditures Report to Council and City Administration, under oath, no less than sixty (60) days from the conclusion of any month (Idaho Code § 50-208).

8. The City Treasurer shall provide and publish a quarterly, a full statement of each separate account, fund, or appropriation for the year to date, and balances of the debits and credits belonging thereto no less than thirty (30) days from the end of each quarter (Idaho Code § 50-1011).

9. The City Treasurer shall present all claims for payment to the City Council prior to payment of such claims (Idaho Code § 50-1018) except for the following claims that have fixed payment dates or require immediate payment prior to official action of the Council:

    a. Employee payroll;
    b. Standard payroll deductions;
    c. Employee paid elective programs;
    d. Bond payments;
    e. Bank and service fees;
    f. Credit card accounts;
    g. Idaho State Tax Commission;
    h. Internal Revenue Service;
    i. ICRMP;
    j. Idaho Department of Labor; and
    k. Other unforeseen urgent payments authorized by the Mayor.

10. The City Administrator shall direct and oversee periodic staff reviews of City programs for both efficiency and effectiveness. Programs that are deemed inefficient and/or ineffective shall be reduced in scope or eliminated.

11. The City shall not use debt or bond financing to fund current operating expenditures/expenses.

12. All enterprise activities of the City shall be self-supporting. The City shall not use General Fund revenues to subsidize utility operations.

13. The City has formed a Risk Management Committee and shall adhere to commonly accepted risk management practices in order to minimize losses and reduce costs.

14. The City Administrator shall take immediate corrective action if, at any time during the fiscal year, expenditure and revenue estimates are such that an operating deficit is projected at fiscal year-end. Corrective actions may include a hiring freeze, reduction in force, expenditure reductions, fee increases, or use of contingencies. Expenditure deferrals into the immediately following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided.

IV. CAPITAL EXPENDITURES POLICY

A. Statement of Purpose

The City Administrator, in consultation with the City Finance Director and other City employees, as necessary, shall annually review and monitor the state of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

B. Statement of Policy

The City shall develop a multi-year Capital Improvements Plan, update it annually and shall make all capital improvements in accordance with the Plan, unless otherwise directed by Council. The Plan shall identify all projects likely to be constructed within a ten (10) year horizon. The Plan shall reflect for each project the source of funding and shall attempt to quantify the project's impact on future operating expenditures. The capital budget process works in conjunction with the regular operating budget process.

1. Capital projects shall:

    a. Be constructed to protect or improve the community's quality of life, enhance the community's economic vitality, support new development, and provide significant rehabilitation of the City's infrastructure for sustained services.

    b. Be part of an approved City plan, and/or part of an approved replacement schedule or capital plan.

2. Capital improvements planning and programming shall include the following for the determination of funding for individual projects:

    a. Design costs;

    b. Right-of-way costs;

    c. Utility construction/adjustment costs;

    d. Construction and contingency costs;

    e. Furnishings and equipment; and

f. Direct project administration by City employees or outside sources.

3. The City shall minimize the issuance of debt by attempting to support capital projects with appropriations from operating revenues or excess fund balances. The City shall determine and use the most effective and efficient method for financing all new capital projects.

4. Utility rates shall be designed to cover the cost of the service being provided, which includes an amount to provide for accumulation of funds to replace or renovate aging infrastructure. Multi-year comprehensive plans that include a financial plan shall be developed to provide debt strategies to finance capital items needed.

5. Replacement of capital assets of the Fleet Management and Information Systems funds shall follow the prescribed replacement schedules.

6. The City's Fixed Asset policy shall be utilized to determine if a given asset qualifies for capitalization with a threshold of five thousand dollars ($5,000) per item and an expected useful life in excess of three (3) years.

7. Adequate insurance shall be maintained on all capital assets consistent with the results of the annual inventory. The City shall maintain all its assets at a level adequate to protect the City's capital interest and to minimize future maintenance and replacements costs.

8. Actual revenue and expense to budget reports are available to City staff at the closing of each month. Additionally, a disbursements report shall be prepared by the Finance Department and presented to the Mayor, the City Council and the City Administrator to keep them abreast of the City's expenditures and pursuant to Idaho Code.

V. DEBT POLICY

A. Statement of Purpose

The debt policy ensures that the City's debt:

1. Does not weaken the City's financial structure; and

2. Provides limits on debt to avoid problems in servicing debt.

This Debt policy is critical for maintaining the best possible credit rating for the City.

B. Statement of Policy

1. The City shall review its outstanding debt annually for the purpose of determining if the financial marketplace will afford the City the opportunity to refinance an issue and lessen its debt service costs.

2. Long term borrowing shall be confined to construction of capital improvements or projects which cannot be supported by current annual revenues.

3. Whenever possible, the City shall use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds, so those benefitting from the improvements will bear all or part of the cost of the project financed.

4. When the City finances capital projects by issuing bonds, it shall pay back the bonds within a period not-to-exceed the estimated useful life of the project. The Finance Department shall regularly monitor outstanding debt issues to verify compliance with debt covenants.

5. Proceeds from long-term debt should only be used for construction projects costs, acquisition of other fixed assets, bond issuing costs, debt service reserve requirements, and refunding of outstanding bond issues.

6. The City shall not use long-term debt for current operations.

7. Long-term debt is defined as a loan which extends beyond twelve (12) months. Financing for a period of less than twelve (12) months is considered a short-term loan and not debt.

8. The City shall maintain good communications with bond rating agencies regarding its financial condition. The City shall follow a policy of full disclosure on every financial report and borrowing prospectus.

VI. FUND BALANCE POLICY

A. Statement of Purpose

The purposes of the City's Fund Balance funds are to provide:

1. A stable funding source for expenditures that fluctuate significantly each year, such as equipment acquisitions and replacements;

2. Working capital to maintain a sufficient cash flow;

3. A stable credit rating;

4. Avoidance of future debt;

5. Reduction of outstanding debt; and

6. Reserves, contingencies, and ending fund balances of the various operating funds at levels sufficient to protect the City's credit, as well as the City's financial position for emergencies.

B. Statement of Policy

1. The City shall strive to maintain a fund balance for the purpose of maintaining working capital for each operating fund below in an amount greater than or equal to:

FUND	BALANCE
General Fund	Three (3) months of the ensuing fiscal year operating budget
Street Fund	Three (3) months of the ensuing fiscal year operating budget
Recreation & Culture Fund	Three (3) months of the ensuing fiscal year operating budget
MSDCP Fund	Two (2) months of the ensuing fiscal year operating budget
1912 Center Fund	Two (2) months of the ensuing fiscal year operating budget
Water Fund	Three (3) months of the ensuing fiscal year operating budget
Sewer Fund	Three (3) months of the ensuing fiscal year operating budget
Stormwater Fund	Three (3) months of the ensuing fiscal year operating budget
Sanitation Fund	Three (3) months of the ensuing fiscal year operating budget
Transit Fund	Two (2) months of the ensuing fiscal year operating budget
Information Systems Fund	Two (2) months of the ensuing fiscal year operating budget
Fleet Management Fund	Two (2) months of the ensuing fiscal year operating budget
Debt Service	The next years interest payments for each bond issue
Hamilton Fund	Pursuant to City Council's goal established in 2003 that the corpus of the account shall be sufficient to provide interest income to meet the priorities of debt service, maintenance and operations of the Hamilton Indoor Recreation Center. The remainder shall be utilized in conformance with the terms of the Hamilton gift.

2. On an annual basis, after the year-end audit has been completed, City staff shall produce a schedule of all fund surpluses and deficits, with projections of reserve requirements and a plan for use of any excess surplus for the ensuing year. The schedule shall be used not only to ensure compliance with stated policies, but also to analyze the total

reserve and surplus finances so that the policies, as provided, do not inadvertently create adverse effects. Upon the creation of a new fund, there will be no reserve requirement until there is sufficient revenue surplus to establish a fund balance without creating a deficit. The City Administrator and Finance Director may make changes to such policies in the use of financial reserve and/or use of any surplus based on the needs identified in the schedule. The City Council has final authority to allocate and appropriate these funds either by amending the current year budget or by appropriating funds in the ensuing budget year.

3. It is the intent of the City to use all surpluses generated to meet reserve requirements, to avoid future debt and reduce outstanding debt. Any surpluses in the General Fund at year-end shall be used to fund any or all of the following, in no specific order:

    a. Capital equipment replacement programs for Fleet Management and Information Systems;

    b. Capital projects for aging infrastructure or new projects; and

    c. Retirement or refinancing of existing debt.

4. Fund transfers may occur when surplus fund balances are used to support non-recurring capital expenses or when needed to satisfy debt service obligations.

5. The City shall exercise diligence in avoiding the appropriation of fund balance for recurring operating expenditures. In the event fund balance is appropriated for recurring operating expenditures to meet the needs of the community, the budget document shall include an explanation of the circumstances requiring the appropriation and the methods to be used to arrest the future use of fund balance for operating expenditures.

COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, November 4, 2024

AGENDA ITEM TITLE

Procurement and Purchasing Policy Amendment (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City Administrator

ADDITIONAL PRESENTER(S)

DESCRIPTION

In 2023, the City Council adopted Resolution 2023-24 which established policy and guidance on legal obligations and requirements, established employee purchase authority limits, established employee contract signatory authority limits, as well as established standards related to City vendor charge accounts and appropriate use of credit cards. Staff have identified additional items that are desired to be included within the policy to memorialize current practices related to certain staff purchases, establish guidelines for City donations to outside organizations, and update position titles. Staff will present the proposed policy updates for the Council's consideration. This was reviewed by the Administrative Committee on October 28, 2024 and recommended for approval.

REVIEWED BY

Legal Department

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the proposed Resolution; or take other action deemed appropriate.

STAFF RECOMMENDATION

Approve the proposed Resolution.

OTHER RESOURCES

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2024- Procurement and Purchasing Policy Amendments_Final

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE REPEAL OF RESOLUTION 2023-24 AND FOR SAID RESOLUTION TO BE REPLACED WITH THIS RESOLUTION ADOPTING AMENDMENTS TO THE PROCUREMENT AND PURCHASING POLICY FOR THE CITY OF MOSCOW ESTABLISHING POLICIES REGARDING EXPENDITURE AND CONTRACT APPROVALS, CHARGE ACCOUNT MANAGEMENT, AND CREDIT CARD MANAGEMENT AND UTILIZATION; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the City approved Resolution 2023-24 establishing a Procurement and Purchasing Policy based on the following principles:

1. The use of public funds shall be guided by strong ethical standards, individual and organizational accountability, and public transparency;

2. The City deems that it is necessary and appropriate to ensure public confidence by way of a publicly accountable purchasing process and preventing fraud and theft through internal controls;

3. The City deems that it is necessary and appropriate to establish policies and procedures for purchasing supplies, materials, and services by City of Moscow employees in conformance with State and Federal law;

4. The City strives to ensure that purchasing decisions are based on high ethical standards, guard against favoritism, and promote the fair and equitable treatment of all persons who deal with the City;

5. The City desires to delegate limited contract approval and signatory authority for budgeted and planned expenses as described within the attached Policy; and

6. The City desires to establish policies for the establishment and use of credit cards and vendor charge accounts.

WHEREAS, since passage of Resolution 2023-24, the City has identified additional policy elements pertaining to donation and contributions and certain expenditures that it deems to be appropriate to include within the City's Procurement and Purchasing Policy as well as updating certain position titles;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Moscow 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 2023-24 be repealed in its entirety and replaced with this Resolution.

2. That any City of Moscow Resolution inconsistent with the Procurement and Purchasing Policy adopted herein shall be and are hereby superseded by the policy attached as Exhibit ‘A’.
3. That the provisions of this Resolution and the attached Exhibit shall be deemed severable and the invalidity of any provision of this Resolution or of the attached Exhibit shall not affect the validity of the remaining provisions.
4. That this Resolution shall be 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, _____________, 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, held on ______________, 2024 and attest to the Mayor’s signature.

____
Laurie M. Hopkins, City Clerk

Exhibit 'A'

City of Moscow
Procurement and Purchasing Policy
Adopted ____________, 2024

I. Introduction

1. Policy Purpose

Every purchase that City employees make is subject to public scrutiny. The use of public funds shall be guided by strong ethical standards, individual and organizational accountability, and public transparency. The purpose of this document is to establish policies and clarify the procedures for purchasing supplies, materials, and services by City of Moscow employees. This document does not create any enforceable rights or causes of actions in third parties. The provisions of this document are subordinate to the purchasing requirements of any grant requirements or federal, state, or city laws governing purchasing. City staff is at risk of disciplinary action and in some instances civil and criminal penalties for any unauthorized departure from these guidelines.

2. Policy Goals

The City's purchasing and contracting goals are to:

A. Guarantee City purchases comply with State and Federal law.

B. Clarify purchasing procedures and ensure requirements are consistently followed by all City departments and employees.

C. Save money by encouraging competition for good value.

D. Enhance public confidence by way of a publicly accountable purchasing process and prevent fraud and theft through internal controls.

E. Promote local business by providing equal opportunities for businesses located within the City to compete and to endeavor to purchase goods and services from vendors with a significant Idaho presence.

F. Ensure purchasing decisions are based on high ethical standards, guard against favoritism, and promote the fair and equitable treatment of all persons who deal with the City.

3. <u>Purchasing Ethics</u>

All City of Moscow employees and elected officials responsible for purchasing goods or services shall:

A. Follow the rules and regulations of the City of Moscow and the laws and constitution of the State of Idaho.

B. Avoid activities that would compromise or give the perception of compromising the best interest of the City.

C. Reduce the potential for any appearance of preferential treatment by obtaining multiple quotes from qualified providers to meet the intent of providing a publicly accountable process as well as meeting the dual goals of quality and economy.

D. Act as responsible custodians of public money by obtaining maximum benefit for funds spent.

E. Never solicit or accept money, loans, credits, discounts, gifts, entertainment, favors, or services from present or potential suppliers that might influence or appear to influence purchasing decisions. This does not apply to trivial benefits not to exceed a value of $50 incidental to personal, professional, or business contacts and involving no substantial risk of undermining official impartiality.

4. <u>All City of Moscow elected officials and employees responsible for obtaining goods or services are reminded of the following state laws regarding ethics in purchasing:</u>

A. *Except as provided in this chapter, no officer or employee shall influence or attempt to influence the award of a contract to a particular vendor, or to deprive or attempt to deprive any vendor of a contract.* (Idaho Code § 67-9230(3))

B. *No officer or employee shall conspire with a vendor or its agent, and no vendor or its agent shall conspire with an officer or employee, to influence or attempt to influence the award of a contract, or to deprive or attempt to deprive a vendor of a contract.* (Idaho Code § 67- 9230(4))

C. *No public servant having any discretionary function to perform in connection with contracts, purchases, payments, claims or other pecuniary transactions of the government shall solicit, accept or agree to accept any pecuniary benefit from any person known to be interested in or likely to become interested in any such contract, purchase, payment, claim or transaction.* (Idaho Code § 18-1356(2))

D. *A public servant commits a misdemeanor if he solicits, accepts or agrees to accept compensation for advice or other assistance in preparing or promoting a bill, contract, claim, or other transaction or proposal as to which he knows that he has or is likely to* *have an official discretion to exercise.* (Idaho Code § 18-1357(1))

E. *No public servant shall without the specific authorization of the governmental entity for which he serves, use public funds or property to obtain a pecuniary benefit for himself.* (Idaho Code § 18-1359(1)(a))

F. *No public servant shall use or disclose confidential information gained in the course of or by reason of his official position or activities in any manner with the intent to obtain a pecuniary benefit for himself or any other person or entity in whose welfare he is interested or with the intent to harm the governmental entity for which he serves.* (Idaho Code § 18-1359(1)(c))

G. *No public servant shall be interested in any contract made by him in his official capacity, or by any body or board of which he is a member, except as provided in section 18-1361, Idaho Code.* (Idaho Code § 18-1359(d))

II. <u>Purchase Management</u>

1. <u>Vendor Relationships</u>

   Developing and maintaining good relationships with suppliers is important. To the highest extent possible, business ethics, professional courtesy, timeliness, and competence should be practiced in all transactions. Adhere to and protect the supplier's business and legal rights to confidentiality for trade secrets, purchase quotes and bids, and other proprietary information where permissible under Idaho Law.

2. <u>Tax Exempt Status</u>

   The City of Moscow is exempt from Federal, State, and Local taxes, and employees shall make every effort to avoid paying sales taxes on purchases of goods and services when possible. An exemption statement is available on the City's intranet and from the City Treasurer/Finance Director and can be furnished to any of the City's suppliers upon request.

3. <u>Budget Requirements</u>

   Any purchase or expenditure must be included within the current year's budget and appropriation ordinance, except as approved by the City Administrator or Mayor and Council as provided herein.

4. <u>Local Vendors</u>

   When possible and where costs are comparable, local vendors are to be used for services and supplies. When quality, cost, and service are comparable, Department Supervisors should strive to rotate business between local vendors.

5. Vendor Charge Accounts

   Charge accounts shall only be established with the proper procedure and authorization as detailed herein. Only City employees are permitted to charge on vendor accounts in the name of the City of Moscow. Employees are not permitted to charge items for their personal use with the intent of reimbursing the City for the purchase. Contractors of the City are not allowed to charge purchases on City accounts. After a purchase is made, employees shall promptly provide the receipt and/or invoice to their supervisor.

6. Department Supervisor Responsibility

   The Department Supervisor should be familiar with the purchases made by their employees before they are made. The Department Supervisor should closely review invoices before signing and approving the expenditure. If a Department Supervisor questions an employee's expenditure, steps should be taken to immediately resolve the problem to the Department Supervisor's satisfaction because primary responsibility for the correctness of the expenditure rests with the Department Supervisor who signs the invoice. Department Supervisors are not to "rubber stamp" invoices without knowledge and authorization of the purchase.

7. Responsibilities of Department Managers, Deputy City Administrators and Appointed Officials

   In accordance with this Policy, Department Managers, Deputy City Administrators and Appointed Officials shall:

   A. Make no attempt to split projects or equipment purchases to avoid formal or informal bid requirements. This is a violation of State Law subject to a fine of up to $5,000.

   B. Provide accurate and complete information on items requested and prepare purchase orders and invoices promptly.

   C. Manage expenditures to prevent a negative fund balance in their department(s).

   D. Guarantee that all expenditures above comply with Idaho Code Title 67, Chapter 28.

   E. Furnish the City Treasurer/Finance Director with complete information regarding the full cost of equipment and projects over $5,000, including architectural or engineering costs required.

   F. Recommend to the City Administrator for their approval acceptance of any gift of land, equipment, or other property and furnish the City Treasurer/Finance Director with details for asset management purposes.

G. Notify the City Treasurer/Finance Director of purchases of $5,000 or more for renewals or parts replacement of equipment when it equals 33% or more of the original cost of the equipment.

H. Inspect or supervise the inspection of delivered supplies, services, equipment, and construction, determining the acceptableness of their quality, quantity, and conformance with specifications.

I. Every department manager will review, understand, and take measures to comply with the Capitalization of Fixed Assets Policy.

8. Limitation Upon Certain Expenses

The City recognizes there are emergency situations that require reasonable expenditures to address the needs of the employees responding to and working extended hours to address the emergency. The City also recognizes the benefit of occasional team-building activities and the provision of refreshments in fostering a positive and cooperative work environment, improving employee recruitment and retention, and increasing employee productivity and satisfaction. The following shall apply to those events:

A. Emergency Response Events. City staff frequently respond to emergency events for fire suppression, law enforcement activities, emergency utility system repairs, and significant snow removal operations that may require work for an extended duration and outside of normal work hours. Department Supervisors are authorized to make reasonable expenditures to provide food, drink, and supplies to responding employees to ensure that they can work continuously to address the emergency need expeditiously.

B. Occasional Team Building Activities. The City recognizes the benefits of improved morale, enhanced communication, and increased satisfaction and productivity of occasional team-building activities. It is the City's policy to allow occasional and reasonable use of public funds for that purpose. Requests for team-building expenditures shall be reviewed and approved by the City Administrator.

C. Meeting Meals and Refreshments. Payment may be authorized for the actual cost of meals and/or refreshments for elective and appointive officials and city employees, regardless of travel status, for business meetings or training sessions where attendance is advantageous to the City, and where ALL of the following requirements are met:

   a. The purpose of the meeting is to conduct official City business or to provide training to City employees or City officials; and

   b. The meals are an integral part of the business meeting or training session; and

   c. The meeting or training is a special situation or occasion outside of the normal daily business of city employees. City funds may not be used to provide meals for routine staff meetings, routine departmental meetings, or any event deemed to be social in nature other than City Employee recognition events authorized by the Mayor; and

d. Approval is obtained prior to the meeting, as documented by a properly completed Request for Approval – Meals with Meetings form signed by the Department Manager; and

e. The amount paid for each individual meal, including tax and gratuity, does not exceed the applicable meal allowance for the location of the meeting as provided under "per diem" on the General Services Administration website at http://www.gsa.gov; and

f. Any added tip may not exceed 15% of the cost of the food, excluding tax; and

g. The City obtains an itemized receipt for the actual cost of the meals.

Exceptions to these guidelines must be pre-approved by the City Administrator.

III. <u>Purchasing and Acquisition Guidelines</u>

Each Department Manager or designee within the City will have the authority to purchase or acquire property or services in accordance with the following guidelines:

1. <u>Donations</u>

The City Administrator must provide approval before acceptance of all donations, which includes donations of money, land, equipment, or services. Upon receipt of the City Administrator's approval to move forward with acceptance of the donation, the Department Manager or designee is responsible for contacting the City Attorney to prepare a "Donor Agreement" before the donation is made. Once the Donor Agreement is completed, the Department Manager is responsible for getting the proposed donation on the City Council agenda for Council consideration of acceptance of the donation. The Department Manager or designee will notify the City Administrator in the month in which the donation is accepted and provide the information to the City Clerk and City Treasurer/Finance Director within one month of the receipt of the donation for possible addition to the City's insurance list and asset management program. The City Clerk will provide a copy of the receipt to the donor for tax purposes as all donations to the City are tax deductible.

2. <u>Negative Fund Balance</u>

It is the Department Manager's responsibility to monitor their department's expenses on no less than a monthly basis to ensure that expenditures are within the budgeted appropriation. Except for reimbursable grant funds, negative department fund balances are to be prevented through management and timing of expenditures. Assigning expenses to the following fiscal year to avoid negative fund balances is not permitted unless funds are appropriated through the formal budget process. All negative fund balances must be immediately reported to the City Administrator and City Treasurer/Finance Director for determination on the appropriate course of action.

3. Department Manager Spending Authority.

   Purchases up to $10,000 can be made at the discretion of the Department Manager if: 1) the expenditure is within the appropriated budget; 2) actual revenues are being received as projected; and/or, 3) the budget is not showing a negative fund balance. This dollar limitation shall apply to a single expenditure or several purchases appearing on a single invoice. Employees shall not attempt to split projects or equipment purchases to avoid their spending authority.

4. Deputy City Administrator/Appointed Official Spending Authority

   Purchases up to $25,000 can be made at the discretion of the Deputy City Administrator/Appointed Official if: 1) the expenditure is within the appropriated budget; 2) actual revenues are being received as projected; and/or, 3) the budget is not showing a negative fund balance. This dollar limitation shall apply to a single expenditure or several purchases appearing on a single invoice. Deputy City Administrators/Appointed Official shall not attempt to split projects or equipment purchases to avoid their spending authority.

5. City Administrator Spending Authority

   Purchases up to $75,000 can be made at the discretion of the City Administrator if: 1) the expenditure is within the appropriated budget; 2) actual revenues are being received as projected; and/or, 3) the budget is not showing a negative fund balance. This dollar limitation shall apply to a single expenditure or several purchases appearing on a single invoice. The City Administrator shall not attempt to split projects or equipment purchases to avoid their spending authority.

6. Mayor Spending Authority

   Purchases up to $150,000 can be made at the discretion of the Mayor if: 1) the expenditure is within the appropriated budget; 2) actual revenues are being received as projected; and/or, 3) the budget is not showing a negative fund balance. This dollar limitation shall apply to a single expenditure or several purchases appearing on a single invoice. The Mayor shall not attempt to split projects or equipment purchases to avoid their spending authority.

7. Purchases over $150,000

   All purchases in this category require the approval of the Mayor and City Council and also must comply with Idaho Code Title 67, Chapter 28. It is the requesting party's responsibility to review the appropriate code sections before requesting a purchase of this amount. Details regarding these purchases shall be provided to the City Treasurer/Finance Director for addition to the City's asset management system.

IV. Contracts for Services

1. Contracts and Agreements

Contracts and agreements are documents that specifically bind the City and the contracting party to provide goods and/or services under specific identified terms and conditions. Contracts and agreements can range from construction or consultant professional service agreements to the creation of credit accounts which include terms and conditions such as interest penalties for late payments. Generally, invoices for payment of goods or services to be purchased are not formal contracts unless the invoice includes specific legal terms and conditions related to late payments, interest penalties, and other conditions of the sale.

Where it is uncertain whether a document or agreement would constitute a legally binding contract employees are encouraged to consult with the City Administrator or City Attorney for guidance and direction.

In agreements where a vendor is performing a specific service defined by the City that will exceed $20,000, a written contract is required. The City Administrator may grant an exception to the written contract requirement where it is determined that an emergency exists that threatens the continuation or restoration of an essential service that presents a significant risk to public health and/or safety and where time is not available to prepare a written contract. In such emergencies, all standard procurement requirements shall be followed unless the Council has declared that an emergency exists and the public interest and necessity demand the immediate expenditure of public funds in accordance with Idaho Code Title 67, Chapter 28. Where an exception is granted, the City Administrator shall promptly notify the City Attorney and Mayor of the purchase authorization and justifications for such exception. All contracts and agreements must be reviewed and approved by the City Attorney before execution. The original signed contract will be retained by the City Clerk and kept in the City's official records repository. Copies of all signed contracts will be available upon request from the City Clerk. The City Attorney must approve any decision to terminate a contract due to failure to perform. After notification of the City Council, the City Attorney will perform the steps necessary to legally terminate the contract.

2. Contract Approval and Execution Authority

The table below establishes the required approval and authorized signatory for all contracts and agreements based on the contract amount and whether the expense was planned and included in the City's adopted budget. Once a contract has been approved by the appropriate party, payments in accordance with the terms and conditions of the contract shall not be subject to the expenditure authority limits.

City Contract/Agreement Authorization and Execution Matrix				
Contract/Agreement Value	**Budgeted and Planned Expense**	**Authorized Signatory**	**Additional Approval**	**Notes**
Under $25,000	Yes	Deputy City Administrator/Appointed Official	None	
	No	City Administrator	Mayor	Funding Must be Identified Prior to Authorization
$25,000 - $75,000	Yes	City Administrator	None	
	No	Mayor	Council	Funding Must be Identified Prior to Authorization
$75,001 - $150,000	Yes	Mayor	None	
	No	Mayor	Council	Funding Must be Identified Prior to Authorization
Over $150,000	Yes	Mayor	Council	
	No	Mayor	Council	Funding Must be Identified Prior to Authorization

3. <u>Procurement Requirements</u>

   Idaho Code provides thresholds for the procurement process that must be followed in securing goods and services, public works construction, and professional engineering, architectural, landscape architecture, construction management, and professional land surveying services (Idaho Code § 67-2805 et seq.). Professional engineering, architectural, landscape architecture, construction management, and professional land surveying services over $50,000 must be secured through a qualifications-based selection process, or selected from the City's prequalified engineering services roster program as described in Section 4.D of this policy (Idaho Code § 67-2320).

Professional Engineering, Architectural, Landscape Architecture, Construction Management, and Professional Land Surveying Services		
Purchase Amount	**Selection Process**	**Notes**
Under $50,000	May use guidelines set forth in Idaho Code § 67-2320(2) or by established guidelines for selection based on demonstrated competence and qualifications to perform the type of services required at a price determined to be fair and reasonable. *Idaho Code § 67-2320(2)&(3)*	Must Comply with Purchase and Contract Guidelines Authorization Levels
Over $50,000	Qualifications-based selection process. *Idaho Code § 67-2320(2)*	

Services or Personal Property		
Purchase Amount	**Selection Process**	**Notes**
Under $75,000	Best interests of the political subdivision procuring the goods and services as determined by the City Council. *Idaho Code § 67-2803(2)*	Must Comply with Purchase and Contract Guidelines Authorization Levels
$75,000- $150,000	Solicitation of bids from three vendors by written or electronic means. *Idaho Code § 67-2806(1)*	
Over $150,000	Formal bidding process using open competitive sealed bid process. *Idaho Code § 67-2806(2)*	

Public Works Construction		
Purchase Amount	Selection Process	Notes
Under $50,000	Best interests of the political subdivision procuring the goods and services as determined by the City Council. *Idaho Code § 67-2803(2)*	
$50,000- $200,000	Solicitation of bids from three licensed public works contractors by written or electronic means. *Idaho Code § 67-2805(1)*	Must Comply with Purchase and Contract Guidelines Authorization Levels
Over $200,000	Formal bidding process using a competitive sealed bid process. *Idaho Code § 67-2805(2)*	

4. <u>Professional Services Prequalification Roster</u>

A. The City shall publish notice, in accordance with the publication and advertising requirements for the bidding of public works construction projects, requesting Statements of Qualifications from qualified professional service providers. Within such publication, the City shall specify the specific knowledge, skills, and abilities the City seeks to secure and provide the basis upon which respondents will be evaluated.

B. The review of Statements of Qualifications shall be based upon the criteria as contained within the Request for Qualifications and shall be intended to select the respondents with the best qualifications and demonstrated competence of the provider of the required services. All respondents deemed to be qualified to provide the requested services published within the Request for Qualifications shall be placed upon the City's Roster and may enter into a Master Services Agreement with the City, as approved by the City Council, specifying the terms and conditions of the provision of professional services on an on-demand task order basis to the City.

C. When the City requires professional services, the City at its sole discretion shall select a consultant from the City's Roster and request the consultant to provide a professional services proposal that shall detail the scope of services to be provided and the fee and basis of payment of said services. The City and the selected consultant shall negotiate the scope and cost of the required services and enter into a task order for the requested services as provided for under the Master Services Agreement. Should the City and selected consultant be unable to successfully negotiate the scope and fee for the requested services, the City may select another consultant from the City's Roster and follow the same negotiation process as detailed herein. Agreement approval and signatory authority shall be in accordance with the table contained in Section IV.2 herein.

D. The City may advertise the Request for Qualifications every three (3) years at which time all firms on the City's Roster, and any new firms wishing to be entered onto the City's Roster, shall be required to resubmit current Statements of Qualifications to be reevaluated in accordance with the evaluation process contained herein. In addition, the City may publish annually a supplemental Request for Qualifications to allow the opportunity for any firms who did not previously respond to a prior Request for Qualifications to submit their Statement of Qualifications for evaluation by the City. Nothing herein shall prohibit the continuation and completion of any professional services agreement that is executed prior to the publication of the Request for Qualifications.

E. The City may publish a Request for Qualifications for professional services for any project, or to secure other professional services in accordance with Idaho Code if the City determines that it is in the City's best interest.

5. <u>Leases</u>

The City may enter into lease agreements. Regardless of the financing method, the City must use the applicable competitive bidding process based on the cost of the item being leased.

A. The City Attorney must review all lease agreements for legal adequacy.

B. The City Administrator must approve all lease agreements.

C. The lease agreement authorization level will be determined based on the annual financial obligation to the City including any lease early termination fees and expenses.

D. The Mayor must sign all lease agreements and the City Clerk shall sign attesting to the Mayor's signature.

E. All lease agreements must contain a non-appropriations clause indicating the City Council cannot obligate funds beyond the current fiscal year.

F. No leased equipment should be in the City's possession until the lease agreement has been approved and signed by the Mayor.

G. A signed copy of every lease agreement shall be retained by the City Clerk and kept in a central location. Copies of all signed lease agreements will be available upon request to the City Clerk. The City Clerk will forward a signed copy to accounts payable for payment verification.

H. Equipment purchased through a lease agreement is added to the City's inventory during the budget year in which it is received, regardless of when the first lease payment is made and the City Treasurer/Finance Director is to be advised of such purchases.

6. Risk Management and Insurance Requirements

The City Administrator serves as the City's Risk Manager. Departments shall ensure that all insurance, bonding, and licensing requirements are met for their projects. This includes Public Works licensing for all Public Works contractors. Providers of services to the City are required to file a certificate of Workers' Compensation Insurance. Each department is responsible for ensuring a copy of the certificate is filed with the contract if appropriate. Contractors with the City are required to have liability insurance coverage and may be required to be bonded.

7. Donations, Sponsorships, and Other Financial Contributions to Outside Organizations

The City of Moscow often receives requests to provide donations, sponsorships, or other financial assistance to outside organizations and entities. Article VIII, Section 4, of the Idaho Constitution, places strict limits on the ability of the City to pledge its credit, in any manner, in aid of any private individual or entity or from becoming liable for any liability of such person or entity. The City may contract with an outside organization for services that the City could otherwise provide, so long as the service is one that the City would legally and reasonably engage in, is aligned with and supports the City's mission and purpose, and provides a demonstrated public benefit to the community.

This policy applies to funding requests, requests for donations in kind, and waivers of established fees for service. This policy does not apply to external agencies that the City participates in or with through an approved joint powers agreement, mutual aid agreements, memorandum of agreements or understandings, the City's membership in professional associations, current or future City grant programs, or other similar membership organizations. Further, this policy does not apply to City-funded employee memberships in professional organizations or employees serving on boards for external agencies.

A. Application and Review Process. To ensure that the City has sufficient information to evaluate the funding request, the request must be submitted in writing using the City's funding application form.

B. Review for Public Purpose. All initial requests for City funding must be evaluated by the City Administrator to determine whether there is an identifiable public purpose to the request that also benefits the City. The request must be a cost-effective method of meeting a public need. Generally, the request must:

   a. Provide a service that the City legally could provide but chooses not to or provide a service that compliments or enhances a service that the City currently provides; and

   b. Be aligned with and support the City's mission and purpose; and

   c. Provide an identifiable public benefit.

C. Review for Legal Compliance. In addition to ensuring that the funding request has a legitimate public purpose, each funding request will also be reviewed for compliance with all applicable laws, regulations, and requirements.

D. Approval Process.

   a. Small Requests. Requests with a monetary value of Five Hundred Dollars ($500.00) or less, and which are found to have a legitimate public purpose and are legally permissible shall be reviewed then approved or denied by the City Administrator.

   b. Large Requests. Requests with a monetary value of more than Five Hundred Dollars ($500.00) and which are found to have a legitimate public purpose and are legally permissible shall be reviewed then approved or denied by the City Council.

E. Written Agreements. As a condition of approving funding, the external agency/organization must enter into a written agreement with the City that limits the use of the public funds to those uses approved by the City and requires repayment in the event the external agency uses public funding for other than the approved uses. The agreement must also have a definitive term establishing the duration of the funding agreement, conditioned upon annual funding approval by the City and any other terms considered necessary by the City Attorney. The term should be no longer than is necessary to meet the identified public purpose on which the funding request is based.

F. No Precedent. Approval of donations, sponsorships, or other financial assistance to outside organizations and entities shall not be deemed or construed to be a precedent regarding the same or similar organizations or requests that may be presented to the City in the future.

V. <u>Credit Accounts and Credit Cards</u>

1. <u>Vendor Credit Accounts</u>

A. To improve efficiency and offer convenience within a controlled environment, purchasing via an authorized City Credit Account is allowed. These accounts are tax-exempt and are to be used for City purchases ONLY. Contractors are <u>not</u> allowed to use a City credit account for materials or other purposes. City employees are <u>not</u> allowed to charge items for their personal use with the intent of reimbursing the City for the purchase or open lines of credit, or apply for and receive charge cards as individuals. Such accounts will be canceled and any unauthorized use of City credit accounts will be considered cause for disciplinary action up to and including termination and/or prosecution.

B. Only regular full-time City employees are permitted to use credit accounts, and then only with the authorization of the Department Manager. The Department Manager shall provide the City Treasurer/Finance Director with a list of employees who are authorized to charge purchases on the City's Credit Account and shall immediately notify the City Treasurer/Finance Director when an authorized employee leaves the City's employment.

C. Charge accounts with vendors with whom the City regularly conducts business may be established with the approval of the City Administrator. All departments will use "City of Moscow" for an account name, rather than an individual department name. No more than one City account may be established with the vendor. All vendors should be directed to use ONLY the City Hall address for billing. The shipping address should be the department's physical address.

2. Credit Cards

A. The City will maintain a limited number of credit cards that will be issued to the Mayor and authorized regular full-time employees upon demonstration of need and the approval of the City Administrator. The City Administrator will establish credit limits and any adjustments thereto for each credit card issued.

B. Unless otherwise approved by the City Administrator, credit cards shall be issued to specific individuals (cardholders) and not a department to ensure greater accountability and financial controls.

C. Cardholders are responsible for safeguarding the card's security at all times and shall employ reasonable measures to prevent the theft or loss of the credit card. Credit cards and credit card numbers shall not be loaned to other employees or individuals. If a cardholder does not take enough care to retain physical control of the card and card information, disciplinary actions may be taken including potentially revoking card privileges.

D. When using credit cards, receipts showing the detailed nature of the purchase shall be retained by the employee and uploaded into the City credit card system which will then be approved by the Department Supervisor. Each cardholder shall directly review the purchases made using their card and reconcile the charges within the billing period.

E. Employees who fail to turn in receipts for credit card charges may be responsible for the charges.

F. If the City identifies expenses on a City-issued credit card that are not allowed by the City's purchasing, personnel, or travel policies, the responsible employee will be required to provide a timely repayment of the disallowed charges and provide an explanation of how the charge occurred and steps that will be taken to ensure it will not occur in the future.

G. Cardholders are encouraged to utilize per diem reimbursements or advanced payment for meal expenses while traveling instead of utilizing their credit card. When that is not possible, cardholders may use the credit card to purchase meals while traveling in lieu of per diem reimbursement, but all meals charged to the credit card must comply with the established per diem rates for the geographic area where the meals are purchased.

H. All meal charges must have the original detailed receipt showing what was specifically purchased. Receipts that only have the total paid for the meals are not acceptable. If the receipt does not show the details, or if the meal is over the per diem rate, the cardholder will be responsible for reimbursing the City for the purchase.

I. Where the meal is required to be paid in association with a conference or event that the employee is required to attend, and where the meal cost exceeds the per diem rate for the geographic area, the conference or event meal cost will take place of the applicable per diem rate for that meal.

J. It is the responsibility of the cardholder to immediately report a lost or stolen City credit card to the City's credit card provider. The City of Moscow may be liable for all transactions until the card is reported lost or stolen. A cardholder must immediately report a lost or stolen credit card to the City Treasurer/Finance Director or their designee.

K. Disallowed charges shall include:

   a. Cash advances;

   b. Items or services for personal use;

   c. Expenses incurred by a spouse, family member, or other person not authorized under the agency's policies;

   d. Alcoholic beverages;

   e. Fuel for privately owned vehicles;

   f. Charges made outside an employee's approval authority;

   g. "Split transactions" in which a cardholder arranges for a vendor to split a large transaction into multiple smaller transactions (for instance, to get around the per-transaction credit limit);

   h. Purchases that might violate any portion of this procurement policy and ethical obligations (such as purchases from vendors who might pose a conflict of interest for the purchasing employee or official); and

   i. Purchases restricted by any other laws, policies, or guidelines.

VI. Definitions

For the purpose of this policy, the following terms shall be ascribed the following meanings, and all other terms shall be given their plain meaning or the specific statutory meaning provided:

1. The word “shall” is always mandatory and the word “may” is discretionary.

2. **Appointed Official**. Appointed Official shall mean all positions appointed by the Mayor in accordance with Moscow City Code Title 2, Chapter 3, Section 3-1.

3. **Appropriation**. Appropriation means a provision of legal authority given by the City Council through the approval of the City’s annual budget, that permits a City department to draw money from the City’s treasury for an object or demand against the City that is specified by amount, program, account category, fund, and period. See Idaho Code§ 67-3501B(2).

4. **Department Manager**. Department Managers shall include all employees designated as a Manager in their official position title and description and all Police Department Captains and Fire Department Division Chiefs.

5. **Department Supervisor**. Department Supervisors shall include all employees designated as a Supervisor in their official position title and description.

6. **Fiscal Year**. The fiscal year of the City shall commence on the first day of October. See Idaho Code § 50-1001.

7. **Fund**. Fund means a category of moneys in the treasury from which appropriations are made. See Idaho Code § 67-3501B(5).

8. **Pecuniary Benefit**. Pecuniary benefit is any benefit to a public official or member of their household in the form of money, property, or commercial interests, the primary significance of which is economic gain. See Idaho Code § 18-1351(7).

9. **Procure**. Procure means to obtain property for City use in a manner other than by gift, including, but not limited to, purchase, lease, or rent. See Idaho Code § 67-9203(12).

10. **Procurement**. Procurement is the process of purchasing goods and services that includes the purchasing decision, the selection of the goods and services, and the payment made to purchase the goods from a vendor or contractor.

11. **Vendor**. Vendor means a person or entity capable of supplying property to the City. See Idaho Code § 67-9203(18).